

# Executive Committee

February 23, 2026 | 3:30 pm



## Onsite:

Greater Portland Transit District  
114 Valley Street, Conference Room A | Portland, ME 04102

## Remote:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82010642334?pwd=cOocJRNGMrHFpDmD1aHFJvhaSaAshz.1>

Passcode: 438132 | Webinar ID: 820 1064 2334

Phone: (646) 931-3860 | Telephone participants: \*9 to raise hand, \*6 to unmute

## MEETING AGENDA

AGENDA ITEM	PRESENTER	ACTION or INFORMATION
<b>1. Call Meeting to Order (3:30)</b>	Ed Suslovic, Board President	N/A
<b>2. Public Comment (3:30-3:35)</b> The Board of Directors welcomes public comments at this time for items <u>not listed</u> on this agenda at this time. For items listed on the agenda, the chair will allow members of the public to comment following the staff presentation. There is a <i>three-minute time limit</i> per speaker. (Comments will be paraphrased in meeting minutes)	Ed Suslovic, Board President	Information
<b>3. Meeting Minutes (3:35-3:35)</b> Review and approve minutes from the January 28, 2026 Executive Committee Meeting.	Ed Suslovic, Board President	<b>ACTION</b>
<b>4. Agency Safety Plan Update (3:35-3:45)</b> Present updates to Metro's Agency Safety Plan for approval.	Glenn Fenton, Executive Director	<b>ACTION</b>
<b>5. MATI Pass Program (3:45-4:05)</b> Review and approve a pass agreement with Cumberland County to facilitate a pilot project for a regional low income bus pass program.	Glenn Fenton, Executive Director	<b>ACTION</b>
<b>6. Metro Zero Emissions 2040 Goal (4:05-4:25)</b> Staff will present an updated analysis on the impacts of pursuing Metro's current 2040 zero emissions goal and offer possible alternatives to Metro's current fleet transition plan.	Glenn Fenton, Executive Director	<b>Possible ACTION</b>
<b>7. Future Agenda Items (4:25-4:30)</b> <ul style="list-style-type: none"><li>Rock Row Service Agreement</li><li>Non-Union Salary Plan Update</li><li>Fare Policy Update</li></ul>	Ed Suslovic, Board President	Information

<ul style="list-style-type: none"> <li>• Executive Director’s Performance Review</li> <li>• PACTS Initiatives and Reforms (Ongoing)</li> </ul>		
<b>8. Upcoming Meetings (4:25-4:30)</b> <ul style="list-style-type: none"> <li>• Board of Directors – February 26, 2026 at 4:00 pm</li> <li>• Mkt/Coms Committee – March 11, 2026 at 3:30 pm</li> <li>• Plan/Ops Committee – March 18, 2026 at 10:30 am</li> <li>• Finance Committee – March 4, 2026 at 3:00 pm</li> <li>• Advocacy Committee – March 19, 2026 at 3:00 pm</li> <li>• Executive Committee – March 25, 2026 at 3:30 pm</li> </ul>	Ed Suslovic, Board President	Information
<b>9. Adjournment (4:35)</b>	Ed Suslovic, Board President	<b>ACTION</b>

*As of November 9, 2022 Greater Portland METRO is holding meetings of the Board of Directors (and its committees) in hybrid format, both in person at METRO’s offices and via webinar. The remote portions of all meetings are conducted in accordance with the requirements of [METRO’s Remote Participation Policy](#) (adopted August 25, 2022) as well as LD 1772, PL 2022 Ch. 666, and 1 MRSA Chapter 13, Subchapter 1.*



## Greater Portland Metro Executive Committee

### January 28, 2026

### DRAFT Meeting Minutes

Member:	Municipality:	Role:	Status:
Ed Suslovic	Portland	President	Present
Linda Cohen	South Portland	Vice President	Present
John Thompson	Westbrook	Secretary	Present
Joshua Reny	South Portland	Treasurer	Present
Hope Cahan	Falmouth	Past President	

Staff Present	Identified Members of the Public
Glenn Fenton, Executive Director Shelly Brooks, Chief Financial Officer Chad Heid, Chief Transportation Officer Mike Tremblay, Director of Transit Development Megan Hannan, Director of Government Affairs & Community Engagement Denise Beck, Communications Manager	Zoe Miller

- I. **The meeting was called to order by Ed Suslovic at 3:30 pm**
- II. **Public Comment:** No members of the public were present to comment.
- III. **Approval of the November 18, 2025 Executive Committee meeting minutes:** John Thompson motioned to accept the minutes; it was seconded by Linda Cohen. The motion was approved unanimously by those who were present at the November meeting following a roll call vote.
- IV. **Executive Director's Report:** Glenn Fenton presented his Executive Director's Report. He provided updates pertaining to Metro operations, ridership, service performance, external affairs and major projects and initiatives. See attached slides for details.
- V. **Fare Policy Analysis Plan:** Glenn Fenton reviewed the plan to assess the regional fare policy, including having the contractor timeline and how they will make recommendations for the Executive Committee and Board to vote on at the May and June meetings. Public outreach and meetings are scheduled for April and May. Members discussed and agreed on the need for more communication with member communities and legislators, above and beyond what will be to the general public.
- VI. **Metro Zero Emissions 2040 Goal:** Glenn Fenton and Chad Heid reviewed Metro's current board adopted zero emissions goal and discussed how the current goal affects planning for fleet and facility replacements. The Proterra electric busses that are part of the fleet are not performing as promised. The company went out of business, so maintenance is especially difficult; one bus

is out of service since October, the other is in very limited service. The most recent No- Low Emissions round of grants funded very few no-emissions vehicles, but did continue to fund low-emission vehicles.

The Committee is still interested in a zero emissions goal and agrees the new facility must be designed to be ready for better technology in the future, while potentially backing off right now. They asked staff to do some further research on the alternatives to bring back to the Executive Committee to review and recommend to the full board at the February meeting, if possible.

**VII. Metro Facility Committee Appointment**

The committee discussed nominees for an ad hoc committee to oversee the siting, planning, funding and construction of Metro's new operations and maintenance facility.

Josh Reny moved to recommend creating the new committee to the Board, John Thompson seconded; the motion passed unanimously.

**VIII. Future Agenda Items**

- Rock Row Service Agreement
- Non-Union Salary Plan Update
- Agency Safety Plan Update
- MATI Pass Program
- PACTS Initiatives and Reforms (Ongoing)
- **Triennial Review**

**IX. Upcoming Meetings**

- Finance Committee – February 4, 2026 at 3:00 pm
- Advocacy Committee – February 19, 2026 at 3:00 pm
- **New Date:** Executive Committee – February 23, 2026 at 3:30 pm
- Board of Directors – February 26, 2026 at 4:00 pm
- Mkt/Coms Committee – March 11, 2026 at 3:30 pm
- Plan/Ops Committee – March 18, 2026 at 10:30 am

**X. Adjournment:** Josh Reny motioned to adjourn; Linda Cohen seconded. Meeting was adjourned at 4:36 pm.



## EXECUTIVE COMMITTEE

## AGENDA ITEM 4

### DATE

February 23, 2026

### SUBJECT

Annual Review and Update of the Public Transportation Agency Safety Plan (PTASP)

### PURPOSE

Review the annual updates to Greater Portland Metro’s Public Transportation Agency Safety Plan (PTASP) and approve the transition from Version 1.4 to Version 1.5 in accordance with Federal Transit Administration (FTA) requirements under 49 CFR Part 673.

### BACKGROUND/ANALYSIS

Under Part 673, Metro is required to maintain an Agency Safety Plan (ASP) that includes processes and activities for its Safety Management System (SMS). The plan must be jointly reviewed and updated by the Chief Safety Officer (CSO) and Accountable Executive annually, starting no later than October 1st, to ensure it meets evolving federal standards and current agency operations.

Category	Version 1.4	Version 1.5
Chief Safety Officer	Jeremy Richard, Safety and Training Manager	Thomas Ridge, Manager of Transit Operations
Accountable Executive	Greg Jordan, Executive Director	Glenn Fenton, Executive Director
Safety Committee Frequency	Bimonthly	Quarterly
All-Staff Meetings	Monthly	Semi-annually
Scope of Hazards	General Safety Events	Explicit inclusion of Assault on Transit Workers
New Mode Included	Fixed Route and Paratransit	Inclusion of Demand Response (Microtransit)

### RISK PERFORMANCE TRENDS (APPENDIX B)

Metro monitors safety performance through a three-year rolling mean to assess the effectiveness of its risk mitigations. Data for the Fixed Route Bus mode reveals the following trends:

- Preventable Accidents: The rolling mean increased from 2.9 in Version 1.4 to 3.61 in Version 1.5. Despite this uptick, performance remains well below the agency's internal target of 4.9 per 100K revenue miles.
- Injuries: There has been a significant reduction in injuries per 100K revenue miles, dropping from a rolling mean of 0.075 to 0.02.
- Assaults: Reported assaults against operators have decreased from a rolling mean of 0.19 to 0.05.

## **REGIONAL COORDINATION & COMPARISONS**

Metro generates its safety performance targets in coordination with the State of Maine Department of Transportation (MaineDOT) and the Portland Area Comprehensive Transportation System (PACTS), the region's MPO.

- Target Alignment: Metro's commitment to keep preventable accidents at or below 4.9 per 100K miles and assaults at or below 0.44 is shared annually with MaineDOT to ensure consistency with state-level safety goals for small public transportation providers.
- Demand Response: With the launch of microtransit in 2025, Metro has established a baseline target of zero fatalities and injuries for this mode,

## **RECOMMENDATION**

Staff recommends that the Board of Directors approve Version 1.5 of the PTASP. This approval ensures continued compliance with the Bipartisan Infrastructure Law and allows the agency to distribute the updated targets to PACTS and MaineDOT.

## **CONTACT**

Glenn Fenton

Executive Director

(207) 517-3025

[gffenton@gpmetro.org](mailto:gffenton@gpmetro.org)

## **ATTACHMENTS**

Attachment A – PTASP 1.5

Attachment B – Safety Committee Meeting Minutes



# Public Transportation Agency Safety Plan

-Version 1.5-

Tom Ridge, Transit Operations Manager, CSO

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Under Part 673, Greater Portland Transit District (Metro) is required to maintain documents that describe its Agency Safety Plan including those related to implementation and results from processes and activities. Metro has existing outside documentation that describes processes, procedures, and other information required in Part 673. This outside material may be referenced in this ASP by specifying the document name and locations within the appropriate sections of this plan.

Since Metro is considered a small public transportation provider not all requirements of Part 673 are applicable to Metro’s ASP. Metro may choose to provide additional information beyond what is required if they so choose. Any documents related to Metro’s SMS will be made available when requested by the FTA, or any other oversight agencies.

Version Numbers and Updates			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
1.0	All	originating document	12/17/2020
1.1	All	draft document – out for review by FTA	05/03/2021
1.2	Small changes made by FTA request, RTP added into doc	Suggestions made by FTA for correction	05/25/2021
1.3	New info on infectious diseases, inclusion of safety training requirements, new performance targets	Required by Bipartisan Infrastructure Law	04/25/2022
1.4	Added Appendices A & B	Required for 2022 required by Bipartisan Infrastructure Bill	12/21/2022
1.5	Updates to job titles, safety performance targets, committee participants and procedure, and the inclusion of assault on transit workers	Required inclusion of assault considerations and an annual update	2/2/26

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## Safety Management Policy Statement

This document lays the framework for Great Portland Transit District's Agency Safety Plan. The policies and procedures chronicled within allow Metro to maintain a safe work environment for its employees, its contractors, its passengers, and the public at large. Safety is a core value, and managing safety is a core business function for Metro. Metro is committed to developing, implementing, maintaining, and continuously improving our processes to provide the highest level of safety performance while meeting, or exceeding, all established safety standards.

All levels of Metro's personnel are accountable for delivering the highest level of safety performance, starting with Metro's Executive Director.

### **Metro is committed to:**

**Executive Commitment to Safety:** Executive Management will lead the development of an organizational culture that promotes safe operations and provides appropriate resources to supporting this core management function through fostering and ensuring safe practices, improving safety when needed, and encouraging effective employee safety reporting and communication. Metro will hold executives, managers, and employees accountable for safety performance.

**Communication and Training:** Employee engagement is crucial to a functioning Safety Management System.

**Responsibility and Accountability:** All levels of management will be responsible for delivering safe and quality transit services that represent Metro's performance of its Safety Management System.

- Managers will take an active role in Safety Risk Management process and ensure that Safety Assurance functions are supported.
- Managers are responsible for ensuring that Safety Risk Management is being performed in their operational areas of control to assure that the safety risk associated with safety hazards is assessed and mitigated.
- Safety performance will be an important part of performance evaluations for Metro managers and employees.

**Responsibility of Employees and Contractors:** All employees and contractors will support safety management by ensuring that hazards are identified and reported.

**Employee Reporting:** Executive management will use Metro's safety reporting program as a viable tool for employees to voice their safety concerns. All frontline employees will be responsible for utilizing this program as part of the Safety Management System. No action will be taken against any employee who communicates a safety condition through the Metro safety

reporting program unless such a disclosure indicates the following: an illegal act, gross misconduct or negligence, or a deliberate or willful disregard of Metro rules, policies, and procedures.

**Performance Monitoring and Measuring:** Metro will use industry standards, and in-house data, to establish realistic measures for safety performance, and to set safety performance targets to ensure continual improvement in safety performance. Managers will verify that the safety risk mitigations put in place are appropriate and effective.

**Review and Evaluation:** Metro will measure Safety Management System performance through the Safety Risk Register. Analyzing key safety performance indicators, reviewing inspections, investigations and corrective action reports, and auditing the processes that support the Safety Management System will become the basis for revising and/or developing safety objectives, safety performance targets, and safety improvement plans.

#### Key Objectives:

1. Executive staff and managers will communicate the purpose and benefits of the Safety Management System to all staff, managers, supervisors, and employees through Metro's All Staff meetings, bulletin boards, emails, and newsletters.
2. Providing appropriate management involvement and the necessary resources to ensure an effective Employee Safety Reporting Program (ESRP) that will encourage employees to communicate and report unsafe work conditions, hazards, or at-risk behavior to the management team.
3. Nurturing a culture of open reporting of all safety concerns, ensuring that no action will be taken against any employee who discloses a safety concern through Metro's ESRP, unless such disclosure indicates, beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard for regulations or procedures.
4. Utilizing data from the ESRP, historical data, and best industry practices, Operations will develop processes and procedures to mitigate safety risk to an acceptable level.
5. Safety performance targets will be established that are realistic, measurable, and data driven. Continuous improvement of Metro's safety performance through management processes that ensure appropriate safety management action is both taken and effective.

## Definitions

Term	Definition
Accident	An event that involves any of the following: a loss of life, a report of a serious injury to a person, a collision of public transportation vehicles, a runaway vehicle, or an evacuation for life safety reasons.
Accountable Executive	A single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsible for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 USC 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 USC 5326.
Employee Safety Reporting Program	A program that gives all Metro employees and contractors the ability to report safety concerns and issues to management.
Equivalent Authority	An entity that carries out duties similar to that of a Board of Directors for a recipient or sub recipient of FTA funds under 49 USC Chapter 53, including sufficient authority to review and approve a recipient or sub recipient's Public Transportation Agency Safety Plan.
Event	An accident, incident, or occurrence.
Hazard	Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Incident	An event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
Investigation	The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
Metro	The public facing name for Greater Portland Transit District.
National Public Transportation Safety Plan	The plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 USC Chapter 53.
Near Miss	A future event that could take place due to a hazard.
Occurrence	An event without any personal injury in which any damages to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
Operator	A public transportation system means a provider of public transportation as defined under 49 USC 5302.
Performance Measure	An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target	A quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
Public Transportation Agency Safety Plan (or Agency Safety Plan)	The documented comprehensive Agency Safety Plan for a transit agency that is required by 49 USC 5329 and Part 673.
Risk	The composite of predicted severity and likelihood of the potential effect of a hazard.
Risk Mitigation	A method or methods to eliminate or reduce the effects of hazards.
Safety Assurance	Processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Committee	Responsible for reviewing any and all hazards on a bimonthly basis.
Safety Management Policy	A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
Safety Management System	The formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
Safety Performance Target	A performance target related to safety management activities.
Safety Promotion	A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Risk Assessment	The formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
Safety Risk Management	A process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
Safety Risk Register	A record of identified hazards and their potential consequences. Used to record their safety risk ratings, mitigations, monitoring measures, implementation, and effectiveness of such actions.
Serious Injury	<ul style="list-style-type: none"> <li>• Hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received.</li> <li>• Results in a fracture of any bone (except for simple fractures of fingers, toes, or noses).</li> <li>• Causes severe hemorrhages, nerve, muscle, or tendon damage.</li> <li>• Involves any internal organ.</li> <li>• Involves second or third degree burns, or any burns affecting more than 5 percent of the body surface.</li> </ul>
Transit Agency	An operator of a public transportation system.

Transit Asset management Plan	The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 USC 5326 and 49 CFR Part 625.
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## Commonly Used Acronyms

Acronym	Phrase
ADA	American’s with Disabilities Act of 1990
ASP	Agency Safety Plan
CFR	Code of Federal Regulations
CSO	Chief Safety Officer
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
GPCOG	Greater Portland Council of Governments (MPO)
GPTD	Greater Portland Transit District (Metro)
MPO	Metropolitan Planning Organization
PACTS	Portland Area Comprehensive Transportation System
PTAC	State of Maine’s Public Transit Advisory Council
RTP	Regional Transportation Program, Metro’s contracted paratransit provider
SMS	Safety Management System
SOP	Standard Operating Procedure
SRM	Safety Risk Management
USC	United States Code
VRM	Vehicle Revenue Miles

## 1. Transit Agency Information

<b>Transit Agency Name</b>	Greater Portland Transit District
<b>Transit Agency Address</b>	114 Valley Street, Portland Maine 04102
<b>Name and Title of Accountable Executive</b>	Glenn Fenton, Executive Director
<b>Name of Chief Safety Officer or SMS Executive</b>	Thomas Ridge, Manager of Transit Operations
<b>Modes of Service Covered by This Plan</b>	Fixed Route Bus Paratransit
<b>List All FTA Funding Types</b>	5307, 5310, 5311, 5339
<b>Modes of Service Provided by the Transit Agency</b>	Fixed Route Bus is directly operated; Paratransit is contracted; Demand Response in the form of microtransit
<b>Does this agency provide transit service for another agency or entity?</b>	No
<b>Description of Arrangement(s)</b>	n/a
<b>Name and address of Agencies/Entities for which service is provided?</b>	n/a

## 2. Plan Development and Approval

<b>Name of Entity That Drafted This Plan</b>	Greater Portland Transit District		
<b>Signature of Accountable Executive</b>		<b>Date</b>	
<b>Approval by the Board of Directors or an Equivalent Authority</b>		<b>Name of Entity That Approved This Plan</b>	
		Board of Directors	
		<b>Relevant Documentation (Title and Location)</b>	
		Draft meeting minutes associated with Feb. 26, 2026 Board meeting	

### Annual Review and Update of the Agency Safety Plan

Metro’s ASP meets all applicable requirements and standards set forth in FTA’s Public Transportation Safety Program and the National Public Transportation Safety Plan. The CSO will keep a written record of any changes that take place in the requirements from the FTA. These requirement changes will be crafted into Metro’s ASP in a timely manner to meet or exceed any deadlines set forth by the FTA.

Metro’s ASP will be jointly reviewed and updated by Metro’s Manager of Transit Operations (CSO), , the Executive Director (Accountable Executive), and the Chief Transportation Officer starting no later than October 1<sup>st</sup> of each year. The parties will review and approve any changes, sign the new ASP, and submit it to the Board of Directors for review and approval. The updated AP will be distributed to GPCOG and Maine’s Department of Transportation for reference no later than January 31<sup>st</sup> of the upcoming year.

Revisions will be given a new version number, and documented in the table located at the front of this safety plan.

### 3. Safety Performance Targets

Safety Performance Targets							
Mode of Transit Service	Fatalities (Total)	Fatalities (Rate)	Injuries (Total)	Injuries (Rate*)	Safety Events (Total)	Safety Events (Rate*)	System Reliability (VRM/failures)
Fixed Route Bus (DO)	0	0	1	0.07	3	0.2	22000
Paratransit (PT)	0	0	4	0.4	8	0.8	96614
Demand Response (DR)	0	0	0	0	1	N/A	N/A

\*Rate is per 100,000 vehicle revenue miles

#### Safety Performance Target Coordination

Metro generates its safety performance targets in coordination, to the maximum extent practicable, with the State of Maine’s Department of Transportation (MaineDOT) and with the Portland Area Comprehensive Transportation System (PACTS).

Metro shares the PTASP, including safety performance targets, with PACTS, which serves as the region’s Metropolitan Planning Organization (MPO), and with MaineDOT each year after its formal adoption by Metro’s executive staff and Board of Directors. Metro will also provide updates to the State of Maine’s Public Transit Advisory Council (PTAC) on an annual basis.

Targets transmitted to the State	
State Entity Name	Date Targets Transmitted
Maine Department of Transportation	January 31 <sup>st</sup>
Targets Transmitted to the Metropolitan Planning Organization(s)	
Metropolitan Planning Organization Name	Date Targets Transmitted
Portland Area Comprehensive Transportation System	January 31 <sup>st</sup>

## 4. Safety Management Policy

### Safety Management Policy Statement

*Full Safety Management Policy Statement is at the beginning of this plan. The following represents an excerpt and includes the introduction and objectives:*

This document lays the framework for Great Portland Transit District's Agency Safety Plan. The policies and procedures chronicled within allow Metro to maintain a safe work environment for its employees, its contractors, its passengers, and the public at large. Safety is a core value, and managing safety is a core business function for Metro. Metro is committed to developing, implementing, maintaining, and continuously improving our processes to provide the highest level of safety performance while meeting, or exceeding, all established safety standards.

All levels of Metro's personnel are accountable for delivering the highest level of safety performance, starting with Metro's Executive Director.

#### Key Objectives:

1. Executive staff and managers will communicate the purpose and benefits of the Safety Management System to all staff, managers, supervisors, and employees through Metro's All Staff meetings, bulletin boards, emails, and newsletters.
2. Providing appropriate management involvement and the necessary resources to ensure an effective Employee Safety Reporting Program (ESRP) that will encourage employees to communicate and report unsafe work conditions, hazards, or at-risk behavior to the management team.
3. Nurturing a culture of open reporting of all safety concerns, ensuring that no action will be taken against any employee who discloses a safety concern through Metro's ESRP, unless such disclosure indicates, beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard for regulations or procedures.
4. Utilizing data from the ESRP, historical data, and best industry practices, Operations will develop processes and procedures to mitigate safety risk to an acceptable level.
5. Safety performance targets will be established that are realistic, measurable, and data driven. Continuous improvement of Metro's safety performance through management processes that ensure appropriate safety management action is both taken and effective.

### **Safety Management Policy Communication**

The Safety Management Policy Statement will be distributed to each employee. Copies of the Safety Management Policy Statement will be posted on the Safety Communication Boards in the Operations, Maintenance, and Administrative common areas.

New-hire training and refresher training for all Metro employees will include information on the Safety Management Policy Statement. Any changes or updates made to the policy will be distributed and explained by the CSO to all Metro employees in a timely manner.

The CSO will make the ASP available to RTP (Metro's contracted paratransit) through their CSO. Any updates to the policy will be forwarded to RTP's CSO for appropriate distribution where needed.

Authorities, Accountabilities, and Responsibilities	
<b>Accountable Executive</b>	<ul style="list-style-type: none"> <li>• Metro’s Executive Director is the Accountable Executive.</li> <li>• Controls and directs human and capital resources needed to develop and maintain the ASP and SMS.</li> <li>• Designates an adequately trained CSO who is a direct report.</li> <li>• Ensures that Metro’s SMS is effectively implemented.</li> <li>• Ensures action is taken to address substandard performance in Metro’s SMS.</li> <li>• Assumes ultimate responsibility for carrying out Metro’s ASP and SMS.</li> <li>• Maintains responsibility for carrying out Metro’s Transit Asset Management Plan.</li> </ul>
<b>Chief Safety Officer</b> <b>SMS Executive</b>	<ul style="list-style-type: none"> <li>• The CSO is currently the Manager of Transit Operations.</li> <li>• Develops Metro’s ASP and SMS policies and procedures.</li> <li>• Ensures and oversees day-to-day implementation and operation of Metro’s SMS.</li> <li>• Manages and coordinates the activities of Metro’s Safety Committee.</li> <li>• Advises the Accountable Executive on SMS progress and status.</li> <li>• Identifies substandard performance in Metro’s SMS and develops action plans for approval by the Accountable Executive.</li> <li>• Ensures Metro’s policies are consistent with Metro’s safety objectives.</li> <li>• Provides Safety Risk Management (SRM) expertise and support for other Metro personnel who conduct and oversee Safety Assurance activities.</li> </ul>
<b>Agency Leadership</b> <b>Executive Management</b>	<ul style="list-style-type: none"> <li>• Responsible for day-to-day SMS implementation and operation of Metro’s SMS under this plan.</li> </ul> <p><b>Metro Agency Leadership and Executive Management include:</b></p> <ul style="list-style-type: none"> <li>• Executive Director (Accountable Executive)</li> <li>• Chief Transportation Officer</li> <li>• Transit Operations Manager (Chief Safety Officer )</li> <li>• Assistant Operations Manager</li> <li>• Maintenance Manager</li> <li>• Manager of Human Resources</li> </ul>
<b>Key Staff</b>	<p>Metro uses the Safety Committee, as well as All-Staff Meetings, to support its SMS and safety programs:</p> <ul style="list-style-type: none"> <li>• Safety Committee: Any hazards reported will be evaluated by the Safety Committee and the Chief Safety Officer during their quarterly meeting. This committee is comprised of: <ul style="list-style-type: none"> <li>○ Management Staff</li> <li>○ Jamison Frager, Dispatcher / Supervisor</li> <li>○ Joe Thomas, ATU President &amp; Operator</li> <li>○ Rick Tabb, Operator</li> <li>○ Duane Rancourt, Operator</li> <li>○ Danielle Walker, Customer Service Representative</li> </ul> </li> <li>• All-Staff Meetings: Hazard reports and mitigations will be shared, safety topics will be brought up for open discussion, further feedback solicited, and hazard self-reporting further encouraged. Information discussed in these will be documented.</li> </ul>

**RTP’s authorities, accountabilities, and responsibilities can be found on pages 4 – 6 of their ASP.**

## Employee Safety Reporting Program

Metro’s Employee Safety Reporting Program (ESRP) encourages employees who identify safety concerns in their day-to-day duties to report them to senior management in good faith without fear of retribution. A Safety Risk – Hazard Report form is available for employees to report safety conditions. These forms should be turned in to:

- The on-duty dispatcher
- Anonymously via a locked Safety Reporting box in the drivers’ lobby
- Via email at [safety@gpmetro.org](mailto:safety@gpmetro.org)
- Directly to any supervisor, manager, director, or the CSO

Examples of information typically reported include:

- Safety concerns in the environment (for example, county or city road conditions or the condition of facilities or vehicles)
- Policies and procedures that are not working as intended (for example, insufficient time to complete pre-trip inspections)
- Events that senior managers might not otherwise know about (for example, near misses)
- Information about why a safety event occurred (for example, radio communication challenges)

The CSO checks the Safety Reporting box, the [safety@GPMetro.org](mailto:safety@GPMetro.org) email address, and meets with dispatch to review any and all safety issues on a daily basis. All reported hazards are documented in the Safety Risk Register. The CSO reviews and addresses each employee report, ensuring that hazards and their consequences are appropriately identified and resolved through Metro’s Safety Risk Management Process. All verified deficiencies, and confirmed acts of non-compliance with rules and procedures, are handled through Metro’s Safety Assurance Process. The CSO will also work with the CSO of RTP (Metro’s contracted paratransit) to ensure their ESRP is being handled appropriately. RTP outlines their ESRP on page 6 of their ASP. When needed, the CSO can utilize the Safety Committee for additional support. Metro’s Safety Committee meetings will be used to verify ESRP compliance for both Metro and RTP.

Metro’s CSO discusses actions taken to address reported and verified safety conditions during All-Staff Meetings or agency-wide communications. Additionally, if the reporting employee provided their name during the reporting process, the CSO follows up directly with the employee once appropriate action has been determined and after any mitigations are implemented.

The CSO may designate a stand-in when needed.

Metro encourages participation in the ESRP by protecting employees that report safety conditions in good faith (Appendix H in Metro’s Bus Operator Handbook and pages 13 – 14 in the Non-Union Policy Manual). However, Metro may take disciplinary action if the report involves any of the following:

- Willful participation in illegal activity, such as assault or theft
- Gross negligence, such as knowingly utilizing Metro equipment for purposes other than intended such that people, property, or the environment are put at risk
- Deliberate or willful disregard of regulations or procedures, such as reporting to work under the influence of controlled substances.

## 5. Safety Risk Management

### Safety Risk Management (SRM)

Metro uses the SRM process as a primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. This process identifies hazards and their consequences, assesses them for potential safety risk, and resolves them in a manner acceptable to Metro’s leadership. The SRM process allows Metro to carefully examine what could cause harm, determine whether we have taken sufficient precautions to minimize the harm, and if further mitigations are necessary.

The CSO leads Metro’s SRM process, working with the Safety Committee to review reported hazards and consequences, assess safety risk of potential consequences, and mitigate safety risk. The results of the SRM process are documented in Metro’s Safety Risk Register and referenced materials.

The SRM process applies to all elements of Metro’s system including operations and maintenance; facilities and vehicles; , training, and supervision.

In carrying out the SRM process, Metro uses the following definitions:

- Safety Event – Any accident, incident, or occurrence.
- Hazard – Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure belonging to GPTD; or damage to the environment.
- Assault – Incident where an individual knowingly intends to interfere, disable, or incapacitate a transit worker:
  - Physical Assault: Involves direct physical contact, including spitting, throwing substances, or using weapons, items, or projectiles against the worker.
  - Non-Physical Assault: Involves no physical contact but includes harassment, threats of violence, or intimidation.
- Risk – Composite of predicted severity and likelihood of the potential effect of a hazard.
- Risk Management – Method(s) to eliminate or reduce the effects of hazards.
- Consequence – An effect of a hazard involving injury, illness, death, or damage to GPTD property or the environment.

### Safety Hazard Identification

The safety hazard identification process provides Metro with the ability to identify hazards and potential consequences in the operation and maintenance of our system. Hazards can be identified through a variety of sources, including:

- ESRP

- Review of vehicle camera footage
- Review of monthly performance data and safety performance targets
- Observations from supervisors
- Maintenance reports
- Comments from customers, passengers, and third parties, including Metro's transit insurance pool and vendors
- Labor Management Meetings, Safety Committee, and All-Staff Meetings
- Results of audits and inspections of vehicles and facilities
- Results of training assessments
- Investigations into safety events, incidents, and occurrences
- Federal Transit Administration (FTA) and other oversight authorities (mandatory information source).

When a safety concern is observed by management or supervisory personnel, whatever the source, it is reported to the CSO. Procedures for reporting hazards to the CSO are reviewed during All-Staff Meetings and in the Safety Committee. Metro's CSO also receives employee reports from the ESRP, customer comments related to safety, and from dispatch. The CSO reviews these sources for hazards and documents them in the Safety Risk Register.

Metro's CSO also may enter hazards into the Safety Risk Register based on their review of Metro's operations and maintenance, the results of audits and observations, and information received from FTA and other oversight authorities, as well as the National Transportation Safety Board.

The CSO may conduct further analyses of hazards and consequences entered into the Safety Risk Register to collect information and identify additional consequences and to inform which hazards should be prioritized for safety risk assessment. In following up on identified hazards, Metro's Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation (photographs and/or video), and taking any measurements deemed necessary
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents, etc.)
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard
- Review any past reported hazards of a similar nature
- Evaluate tasks and/or processes associated with the reported hazard

Metro’s Chief Safety Officer will then prepare an agenda to discuss identified hazards and consequences with the Safety Committee during bimonthly meetings. This agenda may include additional background on the hazards and consequences, such as the results of trend analyses, vehicle camera footage, vendor documentation, reports and observations, or information supplied by FTA or other oversight authorities. Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM.

RTP outlines their own safety hazard identification process on pages 8 – 9 of their ASP. Metro will ensure compliance through regular contact between agency CSOs and through Safety Committee meetings.

### **Safety Risk Assessment**

Metro uses its safety risk assessment process to determine the safety risk associated with identified safety hazards. This includes an assessment of the likelihood and severity of the consequences of hazards, including existing mitigations, and prioritizing hazards based on safety risk.

The CSO and Safety Committee assess prioritized hazards using the Safety Risk Matrix. This matrix expresses assessed risk as a combination of one severity category and one likelihood level, also referred to as a hazard rating. For example, a risk may be assessed as “1A” or the combination of a Catastrophic (1) severity category and a Frequent (A) probability level.

- “High” hazard ratings will be considered unacceptable and require action from Metro to mitigate the safety risk.
- “Medium” hazard ratings will be considered undesirable and require Metro’s Safety Committee to make a decision regarding tier acceptability.
- “Low” hazard ratings may be accepted by the CSO without additional review.

Using a categorization of High, Medium, and Low allows for hazards to be prioritized for mitigation based on their associated safety risk.

The CSO schedules safety risk assessment activities on the Safety Committee agenda and prepares a Safety Risk Assessment Package. This package is distributed in advance of the Safety Committee meeting. During the meeting, the CSO presents the outcomes of the application of the SRM process and confirms with the Committee the mitigation or prevention plan is appropriate given the risk assessment and likelihood.. . The CSO will document the Safety Committee’s confirmation or rejection of the safety risk assessment and mitigation or prevention plan. Should the Committee not support the approach presented, the CSO and Committee will determine an alternative that is approved by all parties.. Operations Staff or the CSO will maintain on file Safety Committee agendas, Safety Risk Assessment Packages, additional information

collection, and completed Safety Risk Register sections for a period of three years from the date of generation.

Safety risk assessment for RTP is on pages 11-12 of their ASP. Compliance will be ensured through Safety Committee meetings.

**Table 1: Risk Assessment Matrix**

Risk Assessment Matrix				
Likelihood – Severity	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	1A	2A	3A	4A
Probable (B)	1B	2B	3B	4B
Occasional (C)	1C	2C	3C	4C
Remote (D)	1D	2D	3D	4D
Improbable (E)	1E	2E	3E	4E

**Table 2: Safety Risk Criteria**

Safety Risk Criteria	
Safety Risk	Criteria by Index
	Unacceptable under the existing circumstances.
	Acceptable based upon mitigations.
	Acceptable with CSO approval.

Table 3: Severity Categories for Hazard Assessment

Severity Categories		
Description	Value	Criteria
<b>Catastrophic</b>	<b>1</b>	Could result in one or more of the following: <ul style="list-style-type: none"> <li>• death</li> <li>• permanent total disability</li> <li>• high monetary loss and/or property damage</li> <li>• irreversible and severe environmental impact</li> </ul>
<b>Critical</b>	<b>2</b>	Could result in one of more of the following: <ul style="list-style-type: none"> <li>• permanent partial disability</li> <li>• injury, or occupational illness that may result in hospitalization of at least three people</li> <li>• moderate monetary loss and/or property damage</li> <li>• reversible environmental impact</li> </ul>
<b>Marginal</b>	<b>3</b>	Could result in one or more of the following: <ul style="list-style-type: none"> <li>• injury or occupational illness resulting in one or more lost workdays</li> <li>• minor monetary loss and/or property damage</li> <li>• mitigatable environmental impact</li> </ul>
<b>Negligible</b>	<b>4</b>	Could result in one or more of the following: <ul style="list-style-type: none"> <li>• injury or occupational illness with no loss in work</li> <li>• little or no monetary loss and/or property damage</li> <li>• minimal environmental impact</li> </ul>

Table 4: Likelihood Levels for Hazard Assessment

Likelihood Levels		
Description	Value	Definition
<b>Frequent</b>	<b>A</b>	Repeat occurrences will happen often.
<b>Probable</b>	<b>B</b>	Repeat occurrences will happen sometimes.
<b>Occasional</b>	<b>C</b>	Repeat occurrences may happen.
<b>Remote</b>	<b>D</b>	Occurrence unlikely to happen, and/or be repeated.
<b>Improbable</b>	<b>E</b>	Occurrence is highly unlikely to happen, and/or be repeated.

## Safety Mitigation

Metro’s Accountable Executive and CSO review the current methods of safety risk mitigation and establish methods or procedures to mitigate or eliminate safety risk associated with specific hazards based on outcomes of deliberation among the Safety Committee. RTP’s ASP discusses mitigation on page 10. Metro will ensure RTP’s mitigation strategies are appropriate through the Safety Committee. The reduction of potential hazards’ likelihood and severity can reduce safety risk for both agencies.

Prioritization of safety risk mitigations is based on the results of safety risk assessments. Metro’s CSO tracks and updates safety risk mitigation information in the Safety Risk Register and makes the Register available to the Safety Committee during bimonthly meetings and to the Metro staff upon request. In the Safety Risk Register, the CSO will also document any specific measures or activities, such as reviews, observations, or audits that will be conducted to monitor the effectiveness of mitigations once implemented.

## 6. Safety Assurance

### Safety Performance Monitoring and Measurement

Metro utilizes many different processes to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits
- Informal inspections
- Regular review of onboard camera footage to assess drivers and specific incidents
- Safety surveys
- ESRP
- Investigation of safety occurrences
- Safety review prior to the launch or modification of any facet of service
- Daily data gathering and monitoring of data related to the delivery of service
- Regular vehicle inspections and preventative maintenance
- Communications with RTP’s CSO (RTP’s safety assurance is on pages 10 – 12 of their ASP)

Results from the above processes are compared against recent performance trends quarterly and annually by the CSO to determine where action needs to be taken. The CSO enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for reevaluation by the Safety Committee.

Metro monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The CSO maintains a list of safety risk mitigations

in the Safety Risk Register. The mechanism for monitoring safety risk mitigations varies depending on the mitigation.

The CSO establishes one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process, and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The CSO will make use of existing Metro processes and activities before assigning new information collection activities.

The CSO and Safety Committee review the performance of individual safety risk mitigations during bimonthly Safety Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performed as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The CSO will approve or modify this proposed course of action and oversee its execution.

The CSO and Safety Committee also monitor Metro's operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accidents, incidents, and occurrence investigations
- Monitoring employee safety reporting
- Reviewing results of internal safety audits and inspections
- Analyzing operational and safety data to identify emerging safety concerns
- RTP monitors their own operations. They can get assistance, if needed, from Metro's CSO, and through the Safety Committee.

The CSO works with the Safety Committee and Accountable Executive to carry out and document all monitoring activities.

Metro conducts safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors, and to review existing mitigations in place at the time of the event. These factors include:

- Organizational: managerial decisions, policies, and procedures that contribute to an event
- Equipment/Infrastructure: vehicles, technology, or buildings that contribute to an event
- Environmental: natural world conditions that contribute to an event
- Human: errors, mistakes, rule violations, personalities, etc. that contribute to an event
- Outside: the area in which the agency operates, but has no control over that leads to an event

These procedures also reflect all traffic safety reporting and investigation requirements established by State of Maine's Department of Motor Vehicles. The CSO maintains all

documentation of Metro's investigation policies, processes, forms, checklists, activities, and results.

The CSO and Safety Committee routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the CSO and Safety Committee ensure that the concerns are investigated and/or analyzed through Metro's SRM process.

The CSO and Safety Committee verify internal and external reviews, including audits and assessments, with findings concerning Metro's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

RTP handles their own monitoring, investigating, and reporting. However, Metro is available for assistance with the process at any time. Verification of proper practices will take place during Safety Committee meetings, and through regular communications between CSOs.

## 7. Safety Promotion

### Competencies and Training

Metro's comprehensive safety training program applies to all Metro employees directly responsible for safety, including:

- Bus operators
- Mechanics
- Building technicians
- Utility workers
- Fleet care workers
- Managers and supervisors
- Agency leadership and executive managers
- Chief Safety Officer
- Accountable Executive

Metro has a comprehensive safety training program as well as in-depth training on SMS roles and responsibilities. The scope of the training, including annual refresher training, is appropriate to each employee's individual safety-related job requirements and their role in the SMS.

Basic training requirements for Metro employees, including frequencies and refresher training, are documented in Metro's Safety Training Matrix and the Metro Employee Handbook.

Operations safety-related skill training includes the following:

- New-hire operator classroom and hands-on training for buses
- Operator retraining (recertification or return to work) for buses

- Classroom and on-the-job training for dispatchers
- Classroom and on-the-job training for operations supervisors and managers
- Accident investigation training for operations supervisors and managers

Vehicle maintenance safety-related skill training includes the following:

- Ongoing vehicle maintenance technician skill training
- Ongoing skill training for vehicle maintenance supervisors
- Accident investigation training for vehicle maintenance technicians and supervisors
- Training provided by vendors

RTP's competencies and training can be found on pages 12 – 13 of their ASP.

### Safety Communication

Metro's CSO and Director of Human Resources coordinate Metro's safety communication activities for the SMS. Metro's activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):

- ***Communicating safety and safety performance information throughout the agency:***  
Metro communicates information on safety performance in its quarterly newsletter and during All-Staff meetings. Metro also has a permanent agenda item in all monthly Labor Management meetings dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact Metro's service or safety performance, and updates regarding SMS implementation. Metro also requests information from employees during these meetings which is recorded in meeting minutes. Finally, the Director of Human Resources, or the CSO, posts safety bulletins and flyers on the bulletin boards located in all bus operator and maintenance technician break rooms advertising safety messages and promoting awareness of safety issues.
- ***Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency:***  
As part of new-hire training, Metro distributes safety policies and procedures, included in the Metro Bus Operator Manual and Personnel Policies, to all employees. Metro provides training on these policies and procedures, and discusses them during safety talks between supervisors and bus operators, and supervisors and mechanics. For newly emerging issues, or safety events at the agency, the CSO issues bulletins or messages that are reinforced by supervisors in one-on-one or group discussions with employees.
- ***Informing employees of safety actions taken in response to reports submitted through the ESRP:***  
Including handouts and flyers, safety talks, updates to bulletins, and one-on-one discussions between employees and supervisors.

Any safety communications that are relevant to RTP will be distributed to their CSO for proper handling. RTP’s own safety communications are outlined on pages 13 -14 of their ASP. Safety Committee meetings will ensure that both agencies handle safety communication in an appropriate and effective manner.

## 8. Safety Groups and Meetings

Group	Staff	Frequency
All Staff	All Metro employees	Semi-annually
Safety Committee	<ul style="list-style-type: none"> <li>• Management Staff</li> <li>• Jamison Frager, Dispatcher / Supervisor</li> <li>• Joe Thomas, ATU President &amp; Operator</li> <li>• Rick Tabb, Operator</li> <li>• Duane Rancourt, Operator</li> <li>• Danielle Walker, Customer Service Representative</li> </ul> <p>Equal numbers from management and frontline employees.</p>	Quarterly
Labor Management	<ul style="list-style-type: none"> <li>• Management Staff</li> <li>• Representatives from:               <ul style="list-style-type: none"> <li>○ Dispatch</li> <li>○ Operators</li> <li>○ Maintenance</li> <li>○ Admin</li> <li>○ Customer Service</li> </ul> </li> </ul>	Quarterly
Management	<ul style="list-style-type: none"> <li>• Chief Transportation Officer</li> <li>• Transit Operations Manager</li> <li>• Assistant Manager of Operations</li> <li>• Maintenance Manager</li> <li>• IT</li> </ul>	Bi-Weekly

## 9. Safety Training Schedule

Group	Frequency
Staff	Annually
Operators	Annually
Maintenance	Annually
Dispatch	Annually

# APPENDIX A

## A. Infectious Disease Control Policy

### Handling Infectious Diseases

In the event of an infectious disease outbreak, Greater Portland Transit District (Metro) will take proactive steps to protect the workplace and the public. Metro will strive to operate effectively, will ensure that all services are continuously provided, and that its employees and passengers are safe within the workplace.

Metro is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak. Metro will follow all Federal, State, and CDC guidelines as required.

### Infectious Disease Management

Metro will utilize its Safety Risk Management (SRM) plan as outlined in part 5, page 15, of Metro's Agency Safety Plan in response to an infectious disease event. Metro's Chief Safety Officer will enact the SRM process when an infectious disease event unfolds. The Safety Committee will identify all possible safety risks pertaining to the event. They will rate the various risks using the same Risk Assessment Matrix, page 19, in the Agency Safety Plan. The creation of effective mitigations for the safety risks will utilize all current State, Federal, and CDC guidelines. The Safety Committee will continue to monitor mitigations for their effectiveness, and to implement any changes that may be required. Mitigations will be communicated to all Metro employees as outlined in part 7, pages 23 – 24, of Metro's Agency Safety Plan. Metro will further promote safety risks and mitigations to the public, where applicable, using their website, social media, public meetings, radio, and television.

### Limiting the Spread of Infection in the Workplace

Metro will ensure a clean workplace. Cleaning will include the regular cleaning of objects, all buildings, Metro vehicles, and all Metro buses. Metro's Chief Safety Officer will work with the Accountable Executive and Agency Leadership to implement, coordinate, and monitor any work rules needed to promote and enhance safety through infection control. Metro's Labor Management Team and Safety Committee will further monitor the implementation of any needed controls for their implementation and effectiveness.

All Metro employees will be required to follow any and all guidelines, mitigations, and work rules put into place to reduce or stop the transmission of infectious diseases in the workplace. Metro will work with individuals who cannot meet implemented requirements due to reasonable accommodation on a case by case basis. Metro reserves the right to determine when and which employees may work within an office setting or from home during an event to limit transmission, and to protect its workforce.

### Procedures and Policies

The following list contains procedures and policies that Metro may implement during an infectious disease outbreak. This list may be adjusted, or expanded upon, depending on the nature of the event.

# APPENDIX A

<b>Temperature Screenings</b>	All employees will report to designated areas to have their temperatures recorded when they report to work.
<b>Limiting Travel</b>	Metro will follow all State and Federal restrictions for outside travel.
<b>Telecommuting</b>	The Accountable Executive and Agency Leadership will determine when and who will participate in telecommuting.
<b>Staying Home When Ill</b>	All employees that experience any symptoms that are congruent with the event's symptoms will not report for work.
<b>Medical Information/Documentation</b>	Medical information and documentation may be requested during an event. Metro will follow all contractual language, all legal language both Federal and State, and workplace policies when requesting medication information.
<b>Medical Information Confidentiality</b>	Any and all obtained medical information will remain confidential. Metro will disclose information in limited circumstances with management, first responders, or government officials as required by law.
<b>Building Closures to the Public</b>	The Accountable Executive and Agency Leadership will determine when and what buildings should be closed during an event. These actions could include the complete closure or partial closure of any or all buildings to the public.
<b>Building Closures to Employees</b>	The Accountable Executive and Agency Leadership will determine when and what buildings should be closed during an event. These actions could include the complete closure or partial closure of any or all buildings to employees.
<b>Limiting Employee Contact</b>	Metro will implement social distancing measures amongst its employees to reduce transmission.
<b>Limiting Outside Contact</b>	Metro will implement social distancing measures will all outside contractors, board members, and other public. The use of teleconferencing will be used when needed.
<b>Passenger Interactions</b>	Metro will limit passenger interactions on buses between operators, and between other passengers through limited physical seating, total passenger limits, and rear door boarding and alighting.
<b>Vehicle Cleaning</b>	All Metro buses will receive thorough cleaning and disinfecting during and after each day of service. Other Metro vehicles will receive the same treatment as needed based on their use. Cleaning will be based on CDC guidelines.
<b>Building Cleaning</b>	All Metro buildings will receive thorough cleaning and disinfecting throughout the day. Cleaning will be based on CDC guidelines.

# APPENDIX B



## B. Risk Reduction Program

### Risk Performance Data – 3 Year Rolling Mean

Mode of Transit Service (Year)	Preventable Accidents	Injuries	Assaults
Fixed Route Bus (2025)	3.8	0	0
Fixed Route Bus (2024)	3.1	0	0.07
Fixed Route Bus (2023)	3.92	0.07	0.07
Rolling Mean	3.61	0.02	0.05

Table 1 – Per 100K Revenue Mile

Mode of Transit Service (Year)	Preventable Accidents	Injuries	Assaults
Demand Response (2025)	0	0	0
Rolling Mean	0	0	0

Table 2 – Per 100K Revenue Mile – Demand response service started in 2025

### Risk Performance Target Coordination

- Preventable Accidents will be at or below 4.9 per 100K revenue miles.
- Injuries caused by Preventable Accidents will be at or below 0.235 per 100K revenue miles.
- Assaults against Operators will be at or below 0.44 per 100K revenue miles.

Should Metro fail to meet any of these three targets, Metro will follow the guidelines listed in paragraph 4C of the Bipartisan Infrastructure Law changes to 49 U.S.C 5329(d).

Metro generates its safety performance targets in coordination, to the maximum extent practicable, with the State of Maine’s Department of Transportation (MaineDOT) and with the Portland Area Comprehensive Transportation System (PACTS). Metro shares the PTASP, including

## APPENDIX B

safety performance targets, with PACTS, which serves as the region's Metropolitan Planning Organization (MPO), and with MaineDOT each year after its formal adoption by Metro's executive staff and Board of Directors. Metro will also provide updates to the State of Maine's Public Transit Advisory Council (PTAC) on an annual basis.

Table figures are ratios derived from the actual number of events divided by per 100K revenue miles.

Preventable accidents are defined by National Safety Council as "An accident in which the driver failed to do everything reasonable to prevent it."

Injuries resulting from preventable accidents are injuries incurred by either the driver or passengers which directly result from a preventable accident.

Assaults against Bus Operators are defined as passengers making physical contact with the driver.



**Greater Portland Metro Safety Committee  
Wednesday January 27, 2026:  
Meeting Minutes:**

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Staff Present	Identified Members of the Public
Chad Heid – Chief Transportation Officer / CSO, Metro Ray Gauvin – Assistant Manager of Transit Operations John Weber – Maintenance Manger Josh Bradford – CSO, Regional Transportation Joe Thomas – Bus Operator / President, ATU 714 Danielle Walker – Customer Service Representative Jamie Frager – Dispatcher Duane Rancourt – Bus Operator, Metro Rick Tabb – Bus Operator, Metro (SoPo)	None

- **This meeting was called to Order By: Chad Heid at 1:06 PM**
  
- **Review Minutes of January 7<sup>th</sup> Meeting:**
  - Meeting minutes from the January 7, 2026 were reviewed and approved
  - **Approval moved by Danielle Walker, seconded by Duane Rancourt; unanimously approved**
  
- **Agency Safety Plan (Review):**
  - Chad walked through all of the changes and notes on the marked-up version of the ASP 1.5 draft on the monitor.
  - Duane asked about requiring an equal quorum of 6 for future decisions; the group agreed.
  - Danielle asked for clarification as to whether or not additional meetings can be called, if necessary.
  - Chad asked for any other input or discussions
  - **Approval of ASP moved by Danielle Walker, seconded by Joe Thomas; unanimously approved**

**Scheduling Future Meetings:**

The group agreed to holding the next meeting in February or March. Tom Ridge said he would like to check everyone’s schedules before setting the date.

**DATE**

February 23, 2026

**SUBJECT**

Mobility Access and Transportation Insecurity Project (MATI) pass agreements

**PURPOSE**

Review the terms of two transit pass agreements with Cumberland County to facilitate the implementation of a pilot low in pass program (the MATI project).

**BACKGROUND/ANALYSIS**

In September 2025, Zoe Miller with the Moving Maine Network presented an overview of the MATI project, a grant funded initiative aimed at measuring the value of improving mobility for low and very low income individuals. Since that time, staff have working closely with Zoe Miller, Executive Director of the Moving Maine Network, to draft two pass program agreements that meet the needs of the pilot project while protecting Metro's financial interests. Two agreements were necessary due to the fact that the MATI project has two distinct groups that are being evaluated separately for different time periods. The larger group will be evaluated for 18 months with a smaller subset being limited to only 12 months. Besides the length of the agreements all other terms are exactly the same.

The pass agreements differ from Metro's standard pass agreement in three ways:

1. The number of participants in the program is limited to 225 in the 18 month agreement and 45 in the 12 month agreement. Typically, Metro pass agreements do not have a cap on the number of eligible users. This was included to cap Metro's exposure to financial losses related to a large shift in riders paying full fare to riders paying half fare.
2. The discount of 50% of base fare is being offered to a group that doesn't currently qualify for Metro's reduced fare program. Metro's standard contract only allows for 50% discount to programs that work exclusively with riders that meet the regional fare policy stipulations for reduced fare (youth, senior, passengers with disabilities, veterans and those eligible for Medicare).
3. The agreements include a fare price lock that will insulate the program from a fare increase. A lock on the fare price was needed to make sure that there would be enough grant funding to fully fund the program for its full term.

Both agreements provide an expense cap for the programs as is common for first time pass agreements. In this case Metro negotiated a cap equivalent to \$30 per month per active account.

- Expense cap for the 12-month agreement - \$16,200
- Expense cap for the 18-month agreement - \$121,500

Staff assessed Metro's exposure related to the terms of these two agreements based on the potential for lost revenue and ridership increase and estimated that the program stands to cost Metro approximately \$6,156 in lost revenue. This assumption includes an increase in ridership of 75,573 over the term of the agreements based on induced demand.

These pass agreements are limited in who can receive the benefit as will be determined by Cumberland County in collaboration with the Moving Maine Network. Approval of this pass agreement does not constitute a change in fare policy.

As part of the ongoing regional fare policy evaluation process, Metro's vendor will analyze the impacts of offering low-income as a category for reduced fare eligibility. Early results from this pass program will help inform that analysis.

## **RECOMMENDATION**

Staff recommend that the Executive Committee approve the two transit pass agreements with Cumberland County in order to facilitate the Moving Maine Network's piloting of an unlimited ride pass for low and very low-income individuals.

## **CONTACT**

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Executive Director

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## **ATTACHMENTS**

Attachment A – MATI Program Overview

Attachment B – Cumberland County Pass Agreement (12-month)

Attachment C – Cumberland County Pass Agreement (18-month)

# Southern Maine MATI Project – Phase 2 Application Summary

## Mobility Access Transportation Insecurity (MATI) Project

### Background

- The grant program is managed by the University of Minnesota Center for Transportation Studies
- This is Federal Transit Administration funding aimed at studying interventions that improve transportation security
- After a 2024-2025 Planning Grant, Maine's was one of four projects selected for a \$700,000 implementation grant.
- The two-year grant includes [research and evaluation of the chosen intervention](#)

### Overview of Maine's Demonstration

Southern Maine's MATI demonstration project has two components.

1. An Income-Eligible Fare Program Pilot - serving individuals in households with little or no income (at or below 130% of federal poverty level)
  - During the demonstration period, approximately 300 participants will be enrolled in **free fare** for up to 18 months.
2. Dirigo Hubs – A Network of Community-Based Organizations with Physical Locations that Provide Application Assistance and Navigation Supports

Dirigo Hubs will be located at community-based organizations that already serve people with low incomes and have physical locations in Southern Maine. Dirigo Hubs will provide:

- Personalized support with fare program applications and preliminary verification. This will be offered in-person and through virtual or phone meetings.
- Assistance for using the electronic fare system including serving as a location to add value onto electronic fare card accounts.
- Culturally tailored mobility management programming like travel training, trip planning and Bus Ambassadors.

### Program Administrator: Cumberland County Public Health Department

Cumberland County Public Health Department (CCPHD) will act as an intermediary to administer the program working closely with the Moving Maine Network, the region's transit agencies, and community partners.

CCPHD has hired a dedicated Program Coordinator to oversee the launch and operations of the MATI Pass Program. The Program Coordinator will oversee:

- Processing applications and verifying eligibility
- Setting up accounts, activating cards, and distributing fare cards through the Hub partners.
- Monitoring usage to turn off dormant accounts and issue replacement cards.
- Coordinating communication between the transit agencies and community organizations

For Dirigo Hubs, the Program Coordinator will train and support to Hubs to:

- Training Hub staff to assist riders to apply for and use the fare program and to offer navigation support like trip planning, travel training, connections to Bus Ambassadors etc.

### Building Sustainable Funding is a High Priority

During Year 1 of the two-year demonstration, the Moving Maine Network will lead development of the funding strategy. This will include identifying grant funding as well as setting up a cooperative purchasing group designed to provide ongoing coverage for the cost of an income-eligible fare program including free and reduced fare.

Using an institutional pass program model, the cooperative will be composed of nonprofits and community-based organizations that become paying members. In the planning phase, we confirmed that at least 20 organizations are currently paying to provide free fare to clients. These organizations will be invited to join the cooperative. Levels of payment per member will be determined based on the number of their clients receiving free fare.

In Year 2, the Cooperative Purchasing Group will launch and begin enrolling and covering free fare for additional people beyond the fare funded through the MATI budget.

### Backbone Organizations

Cumberland County Public Health Department (CCPHD) and Moving Maine Network will continue to co-lead the project in Phase 2. The organizations will partner on overall project management. Each organization will take the lead on components of the project.

- **CCPHD:** Responsibilities will include co-project management, grant administration and fiscal agency, and home for project coordinator role.
- **Moving Maine Network:** Responsibilities will include co-project management and leading development of cooperative purchasing group.

**Professional Services Agreement for  
CUMBERLAND COUNTY PUBLIC HEALTH  
TRANSIT PASS PROGRAM**

**Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

Effective Date:	<b>October 1, 2026</b>	
Expiration Date:	<b>September 30, 2027</b>	
Buyer:	<b>County of Cumberland (“Buyer”)</b>	
Buyer’s Headquarters:	<b>27 Northport Drive, Portland, ME 04103</b>	
Buyer’s Designee:	Name:	<b>Liz Blackwell-Moore</b>
	Title:	<b>Public Health Director</b>
	Address:	<b>27 Northport Drive, Portland, ME 04103</b>
	Phone:	
	Email:	<b>blackwell-moore@cumberlandcounty.org</b>
Buyer’s Pass Holders: (e.g., employees, students, tenants, lessees, occupants)	<b>MATI Program Participants</b>	
Discounted Fare Percentage:	<input type="checkbox"/>	75% - Buyer is a private or for-profit entity
	<input type="checkbox"/>	66.6% - Buyer is a public or nonprofit entity
	<input checked="" type="checkbox"/>	<b>50%</b> - Buyer is a public or nonprofit entity with a limited population program
Boardings Payment Caps, not to exceed the amount of:	<b>\$16,200.00</b>	
Active Account Limit	No more than 45 active accounts at any time	
Dirigo Transit Pass Type:	<input checked="" type="checkbox"/>	Dirigo Smart Card
	<input type="checkbox"/>	Mobile App
	<input type="checkbox"/>	Authorized Buyer ID
Dirigo Smart Card Initial Supply (at no charge):	<b>50 cards</b>	
Additional/Replacement Per Diem Card Cost:	<b>There will be a \$3.50 fee paid by Buyer for replacement cards.</b>	

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and entered into as of March 01, 2026 by and between County of Cumberland, (the Buyer”) and Greater Portland Metro Transit District, a Maine public transit district with a principal place of business at 114 Valley Street in Portland, Maine (“METRO”) (collectively, the “Parties”).

RECITALS

WHEREAS, METRO is a participant in a regional fare payment system known as the Dirigo UMO Fare Payment System in partnership with certain Transit Partners, as defined hereinbelow; and

WHEREAS, the Parties have agreed upon terms for METRO to provide free and unlimited access public transit passes to Buyer for distribution to Buyer’s Pass Holders for the purpose of using the public transportation services operated by METRO and its Transit Partners (the “Transit Pass Program”).

NOW, THEREFORE, in consideration of the payments and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

the Parties agree as follows:

**Term.** The term of this Agreement shall commence on the Effective Date and shall expire at the earlier of (i) the termination of this Agreement in accordance with its terms or (ii) the Expiration Date (the “Initial Term”). This Agreement may be renewed for a term of one year by written agreement of the Parties prior to the end of the Initial Term or, as applicable, any Renewal Term (each, a “Renewal Term,” and collectively with the Initial Term, the “Term”).

## 1. Scope of Services.

- A. **Transit Passes.** METRO agrees to grant all qualified Pass Holders the privilege to ride on the systems of public transportation (including all existing and future public transit routes) operated by METRO and its Transit Partners as part of the regional transit fare payment system known as the Dirigo UMO Fare Payment System (the “Dirigo Transit Routes”), upon the display or electronic validation of a duly issued Dirigo Transit Pass, subject to the conditions of ridership privileges set forth in Section 2.C of this Agreement.

For purposes of this Agreement, “Transit Partners” are the Biddeford-Saco-Old Orchard Beach Transit System, and any other public transit agency that owns and operates a separate system of public transportation now or in the future and has partnered with METRO to participate in the Dirigo Transit Routes.

Notwithstanding anything to the contrary in this Agreement, all decisions regarding the Transit Pass Program, the Dirigo Transit Routes, transit system design and service levels (including without limitation route alignments and transit stop placements) are at the sole discretion of METRO and the Transit Partners.

- B. **Transit Program Eligibility.** Pass Holders’ eligibility for inclusion in the Transit Pass Program under this Agreement shall be determined by Buyer in its sole discretion.
- C. **Conditions of Ridership Privileges.** Pass Holders shall have the privilege of riding the Dirigo Transit Routes during service hours upon the display or electronic validation of a duly issued Dirigo Transit Pass. Pass Holders shall at all times be required to observe all rules and regulations applicable generally to passengers of the Dirigo Transit Routes. METRO or a Transit Partner may revoke a Pass Holder’s privilege of ridership at any time, as METRO or the Transit Partner deems necessary or appropriate in its sole discretion. Upon request and to the extent allowed by applicable law, METRO shall provide or shall request its Transit Partners to provide after-the-fact written notice to Buyer for any such revocation of ridership privileges.

## 2. Payment.

- A. **Discounted Fare.** Buyer agrees to pay METRO a Pass Holder per-boarding fare equal to the Discounted Fare Percentage of METRO’s or the Transit Partner’s full one-way cash fare charged to the general public in effect at the time the agreement is executed (“Discounted Fare”). Refer to [Exhibit A](#) for the current METRO and Transit Partner fare pricing structure. Changes made to Exhibit A by METRO or its Transit Partners will take effect under subsequent agreements. METRO shall notify Buyer of any changes to Exhibit A at least thirty (30) days before the effective date of such change.

The Discounted Fare shall be charged each time a Pass Holder boards a Dirigo Transit Route vehicle (without regard to the place of boarding, the place of disembarkation, or the distance traveled) until such time that any applicable Boardings Payment Caps are reached; thereafter,

METRO will continue to provide Pass Holders with free and unlimited access to the Dirigo Transit Routes for the remainder of the Boardings Payment Cap Term, subject to the provisions of Section 2.

- B. **Dirigo Transit Passes.** Buyer shall select the Type of Dirigo Transit Passes from those identified in the Definitions section, above. If the Dirigo Transit Pass Type is a Dirigo Smart Card, METRO will provide Buyer with the Initial Supply of Dirigo Smart Cards at no charge upon Buyer's request. METRO will supply additional or replacement Dirigo Smart Cards to Buyer upon its request at the Additional/Replacement Per Diem Card Cost.
- C. **Invoices.** METRO shall invoice Buyer monthly in arrears for any additional or replacement Dirigo Smart Cards and actual Pass Holder boardings, up to any applicable Boardings Payment Cap, and Buyer shall pay all undisputed invoices, or portions thereof, within thirty-five (35) days after the date of the invoice. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
- D. **Revenue Distribution.** METRO will be responsible for distributing to the Transit Partners any revenue associated with Pass Holder boardings that occur on Transit Partner systems.

### 3. Termination; Default.

- A. **Default by METRO.** In the event of any material breach of the terms of this Agreement by METRO, Buyer agrees to notify METRO in detail in writing of such breach and to give METRO a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if METRO is diligently pursuing a cure, to cure the breach to Buyer's reasonable satisfaction, before taking any steps to terminate this Agreement. If METRO fails or refuses to cure any breach as aforesaid, Buyer may terminate this Agreement upon seven (7) days' written notice to METRO in writing without further liability to METRO.
- B. **Default by Buyer.** In the event of any failure by Buyer to pay sums due hereunder when they are due, in addition to all other remedies available to it, METRO may notify Buyer in writing of such non-payment and if such non-payment is not cured by payment in full of all sums due within thirty five (35) days, may thereupon terminate this Agreement by giving Buyer written notice of termination, without further liability to Buyer hereunder. In the event of any material breach of the terms of this Agreement by Buyer other than the failure to pay money, METRO agrees to notify Buyer in detail in writing of such breach and to give Buyer a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if Buyer is diligently pursuing a cure, to cure the default to METRO's reasonable satisfaction, before taking any steps to terminate this Agreement. If Buyer fails or refuses to cure any breach as aforesaid, METRO may terminate this Agreement upon seven (7) days' written notice to Buyer in writing without further liability to Buyer.
- C. **Termination Without Cause.** Either Party may terminate this Agreement without cause, including for its convenience, providing that the terminating Party must provide at least ninety (90) days' written notice prior to the effective date of termination. Buyer shall compensate METRO for ridership services in accordance with Section 3 ("Payment") of this Agreement up to and including the date of termination.

D. **Compensation.** In the event of termination, METRO shall forthwith disable Buyer’s Pass Holder transit passes and ridership privileges. Buyer shall compensate METRO for ridership services in accordance with Section 3 (“Payment”) of this Agreement up to and including the date of termination.

4. **Amendment; Binding Effect.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated orally or in any manner other than by a written instrument signed by each of the Parties. Each Party represents and warrants to the other that it has the requisite power and authority to enter into and perform this Agreement, that it has been duly authorized thereunto, and that this Agreement is binding and enforceable according to its terms. This Agreement shall insure to the benefit of and be binding on the respective Parties and their respective successors and assigns.

5. **Administration of Agreement.** The Parties agree to work collaboratively in good faith to achieve the purposes of this Agreement and to attempt to informally address any problems or disagreements that arise. Buyer (through its Designee) and METRO (through its Chief Transportation Officer) shall meet annually to review the implementation of this Agreement, to discuss any previously unanticipated issues, to attempt to resolve any problems, and to attempt in good faith to negotiate amendments to this Agreement if needed to ensure that the Agreement will serve the mutual interests of the Parties. Any amendment to this Agreement must comply with Section 5 (“Amendment, Binding Effect”) of this Agreement. The Parties shall each designate a person responsible for day-to-day communication concerning the administration of this Agreement.

6. **Insurance.** During the term of this Agreement, METRO shall maintain insurance, including general liability, motor vehicle liability, and workers’ compensation insurance, in amounts equal to or greater than the coverage limit noted in the table directly below. Upon request by Buyer, METRO shall provide proof of such insurance to Buyer and shall name Buyer an additional insured on its policies.

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product’s and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel

Certificates of Insurance for all of the above insurance shall be filed with:

**Cumberland County Government**  
**Liz Blackwell-Moore**  
**27 Northport Drive**  
**Portland, ME 04103**

7. **Indemnification.** METRO, its successors and assigns, hereby agrees to indemnify and hold harmless Buyer, its successors and assigns, from any claim, costs, liability and expense to the extent arising from or attributable to any acts or omissions of the servants or employees of METRO in performing its

obligations pursuant to this Agreement. Nothing herein is intended, nor shall it be deemed, to expand or extend either Party's liability, or to waive any immunity, or any defenses or limitations of liability, to which it is entitled under the Maine Tort Claims Act, 14 M.R.S.A. § 8101 *et seq.* and other applicable law, and nothing in this Agreement shall be interpreted or operate in any practical effect to waive any such defenses, immunities, or limitations of liability with respect to claims by third parties. The provisions of this Section 8 ("Indemnification") shall survive the termination or expiration of this Agreement.

8. **Dispute Resolution.** The Parties will make good faith efforts to first resolve informally and internally any legal controversy or claim ("Dispute") under this Agreement by escalating it to higher levels of management. If for any reason the Dispute is not informally resolved within thirty (30) days after delivery of written notice of the Dispute by the aggrieved Party to the other Party, any Party may serve on the other Party a written request for non-binding mediation of the Dispute. The mediation shall be conducted in Portland, Maine by one mediator mutually agreeable to the Parties, shall not exceed one full day or two half days in length, and shall be completed within thirty (30) days from the date of receipt of notice of a request for mediation by the last Party to receive notice. In the event that the Parties are unable to agree on a mediator within ten (10) days, or to resolve the dispute through mediation within thirty (30) days, the Parties reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County, governed by and construed in accordance with the laws of the State of Maine. This dispute resolution mechanism shall be binding upon the successors, assigns, foreclosing mortgagee, and any trustee or receiver of the Parties.

A Party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite any such action, the Parties will continue to participate in good faith in the procedures set forth in this Section 9 ("Dispute Resolution"). All applicable statutes of limitation will be tolled during the pendency of any Dispute Resolution hereunder, and the Parties agree to take such action, if any, required to effectuate such tolling.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by METRO or Buyer shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

9. **Notice.** Any notice that is required for purposes of this Agreement must be given in writing and is effective when received in person by the individual designated to receive notice, or after being mailed, post paid, by certified mail, to the individual designated to receive notice according to this Section 10 ("Notice"). The individual designated to receive notice for each Party is as follows:

**METRO**

Executive Director  
Greater Portland Transit District  
114 Valley Street  
Portland, ME 04102  
(207) 517-3025  
gfenton@gpmetro.org

**Buyer:** Buyer's Designee, as identified in the Definitions section, above.

**10. Governing Law; Other.** This Agreement has been delivered and is intended to be performed in the State of Maine and shall be construed and enforced in accordance with the laws of Maine without regard to its conflict of laws provisions. In the event that any provision of this Agreement shall be held to be invalid, the other provisions hereof shall remain in full force and effect. This Agreement may be executed electronically and in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**11. Non-Discrimination.** At no time shall either Party discriminate against anyone on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information or veteran status. METRO agrees that it shall provide reasonable accommodations to individuals with disabilities in accordance with applicable laws.

**12. Confidentiality; Trademarks.** The Parties agree to implement and maintain reasonable safeguards to protect the security and confidentiality of Pass Holders' personally identifiable records and information, protect against anticipated threats to the security or integrity of such records and information, and protect against unauthorized access to, or use of, such records and information. METRO shall use such records and information only for the purposes for which the disclosure to METRO was made, and shall not use or disclose such records or information except as permitted or required by this Agreement or as required by law or a valid order of the court.

Neither Party shall use the other Party's name, symbols, trademarks, or service marks in external advertising, marketing, or promotional materials without the prior written consent of the other Party; provided that Buyer may use METRO's name in literature and other media distributed to Pass Holders and other public information in promoting the ridership of METRO to Pass Holders. Any use by a Party, without the approval of the other Party, of the name, symbols, trademarks or service marks of such other Party shall cease immediately upon the earlier written notice of such other party or termination of this Agreement.

**13. Independence.** For the purposes of this Agreement, METRO is an independent contractor of Buyer, not a partner, agent, or joint venture of Buyer and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either Party be bound by any representation, act, or omission whatsoever of the other Party.

**14. No Assignment.** This Agreement, or any part thereof, may not be assigned, transferred, or subcontracted by either Party without the prior written consent of the other Party.

**15. Compliance with Applicable Law.** In performing under this Agreement, METRO shall comply with all applicable Federal, State and local laws, regulations, and ordinances. METRO shall secure at its expense all licenses and permits required for performing under this Agreement.

**16. Additional Terms and Conditions.** The additional terms and conditions set forth in Exhibit B, Federal Transit Administration Required Contract Clauses, Certifications and Assurances if any, are attached hereto and made a part hereof as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this TRANSIT PASS PROGRAM AGREEMENT to be executed by their respective undersigned authorized officer as of \_\_\_\_\_.

By: COUNTY OF CUMBERLAND

Name: James Gailey

Signature:

Title: County Manager

Date:

By: GREATER PORTLAND TRANSIT DISTRICT (METRO)

Name: Glenn Fenton

Signature:

Title: Executive Director

Date:

**TRANSIT  
PASS PROGRAM AGREEMENT EXHIBIT A**

**Current Board Adopted Fare Pricing Structure  
&  
Existing Transit Routes**

	<b>LOCAL</b>	<b>EXPRESS</b>	<b>ZOOM</b>
<b>Full One-way Cash Fare</b>	<b>\$2.00</b>	<b>\$4.00</b>	<b>\$5.00</b>
<b>Transit Routes</b>			
Metro Route 1	<b>X</b>		
Metro Route 2	<b>X</b>		
Metro Route 3	<b>X</b>		
Metro Route 4	<b>X</b>		
Metro Route 5	<b>X</b>		
Metro Route 7	<b>X</b>		
Metro Route 8	<b>X</b>		
Metro Route 9	<b>X</b>		
Metro Route 21	<b>X</b>		
Metro Route 24A	<b>X</b>		
Metro Route 24B	<b>X</b>		
Metro BREEZ		<b>X</b>	
Metro Husky Line	<b>X</b>		
BSOOB Route 50 (Orange)	<b>X</b>		
BSOOB Route 51 (Black)	<b>X</b>		
BSOOB Route 52 (White)	<b>X</b>		
BSOOB Route 60 (Green)	<b>X</b>		
BSOOB Zoom (Purple)			<b>X</b>

## TRANSIT PASS PROGRAM AGREEMENT

### EXHIBIT B Federal Transit Administration Required Contract Clauses, Certifications and Assurances

#### Additional Terms

This Agreement is funded in whole or in part with federal financial assistance provided by the Federal Transit Administration (“FTA”) via the MATI grant from the University of Minnesota to Cumberland County. METRO agrees to comply with all applicable federal statutes, regulations, executive orders, FTA circulars, and policies governing third party contracts, including but not limited to those set forth in:

- The current FTA Master Agreement;
- FTA Circular 4220.1F, Third Party Contracting Guidance (or successor circular);
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);
- 2 CFR Part 1201 (U.S. DOT adoption of Uniform Guidance);
- All other applicable U.S. DOT and FTA implementing regulations.

All FTA required contract clauses applicable to this Agreement are incorporated herein by reference and shall be deemed binding upon METRO as if fully set forth in this Agreement. In the event of a conflict between federal requirements and any other provision of this Agreement, the applicable federal requirement shall control.

METRO agrees that it shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the Recipient to be in violation of FTA requirements.

**B. Federal Regulations: The following Federal Regulations are applicable to Cumberland County under the FTA, and METRO, shall, to the extent required for the use of funds described herein, comply with the requirements of the foregoing regulations:**

**B-1. Non-Appropriation:** Notwithstanding any other provision of this Agreement, the Buyers obligations under this agreement are contingent upon the availability and continued appropriations of funds. If at any time during the Term, sufficient funds are not appropriated or otherwise made available to the buyer for the performance of this agreement, including but not limited to funding from the MATI grant from the University of Minnesota, or if such funds are de-appropriated, revoked, terminated, or rescinded, Buyer may terminate this agreement without penalty effective at the end of the fiscal period for which appropriations were received, without penalty or expense to Buyer, except as to the payments or portions thereof for which funds have been appropriated. The buyer shall provide written notice of such non appropriation as soon as reasonably practicable. Buyer shall be liable only for payment for services properly performed through the effective date of termination. For purposes of this Section, “non-appropriation” or “de-appropriation” also means the failure of the governing body of Buyer to appropriate funds for the payment of Buyer’s obligations under this Agreement in accordance with applicable law and procedures.

**B-2. No obligations by the federal government:** The Federal Government is not a party to the agreement and is not subject to any obligations or liabilities to the County, METRO, or any other party

pertaining to any matter resulting from the agreement.

**B-3. Certification Regarding Lobbying (2 CFR 200.450):** By signing this agreement, METRO, the Authorized Official, certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of METRO, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement in accordance with 2CFR 200.450.

- a. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. METRO shall require that the language of this certification be included in the award documents, if any, for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

**B-4. Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180):** By signing this Agreement, METRO's Authorized Official certifies, to the best of his/her knowledge and belief, that neither METRO nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**B-5. Audit and Access to Records:** METRO agrees to provide the County, FTA Administrator, the Comptroller General of the United States, and any authorized representatives access to any books, documents, papers, and records of METRO that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcripts. METRO shall maintain all records pertaining to this Agreement for a period of not less than three(3) years after final payment and closeout of the federal award, or longer if required due to litigation, audit, or claims.

METRO certifies that it will provide the County with notice of any adverse findings that impact this Agreement. METRO certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If METRO is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then METRO will provide notice of the completion of any required audits and will provide access to such audits upon request. METRO will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

**B-6. Program Fraud and False or Fraudulent Statements:** METRO acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. § 3801 et seq.), and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Agreement. METRO certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to this Agreement. METRO further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose civil penalties and other remedies.

**B-7. Clean Air Act and Clean Water Act(Applicable if agreements exceed \$150,000.00)** METRO agrees to comply with all applicable standards, orders, or regulations issued pursuant to: the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**B-8. Civil Rights Requirements:** Metro agrees to comply with all applicable federal civil rights laws and implementing regulations, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964(42 U.S.C. § 2000d)
- b. 49 CFR Part 21
- c. Americans with Disabilities ACT (42 U.S.C. § 12101 et seq.)
- d. 49 CRF Part 27,37, and 38
- e. Section 504 of the Rehabilitation Act (29 U.S.C. § 794)
- f. Age Discrimination Act of 1975

Metro shall not discriminate based on race, color, national origin, sex, disability, or age in the performance of this Agreement.

**B-9 Disadvantaged Business Enterprise(DBE)-49 CFR Part 26:** Metro shall not discriminate based on race, color, national origin, or sex in the performance of this Agreement. Metro shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete and perform subcontracts. Metro shall include this DBE assurance in every subcontract.

**B-10 Energy Conservation:** Metro agrees to comply with mandatory standards and policies relating ot energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act( 42U.S.C. § 6321 et seq.).

**B-11 Safe Operation of Motor Vehicles:** METRO agrees to comply with Executive Order 13043( Increasing Seat Belt Use) and Executive Order 13513( Reducing Text Messaging While Driving). METRO shall adopt and enforce policies that prohibit texting while driving and require seat belt use in the performance of federally funded work.

**B-12. Termination and Remedies:** In addition to the termination provisions contained in the Agreement, the County may terminate this Agreement for convenience or for cause in accordance with applicable federal regulations. Remedies available under this Agreement are cumulative and not exclusive, and include any remedies available at law or in equity.

**B-13. Conflict of Interest:** METRO shall disclose in writing any actual or potential conflict of interest related to this Agreement and shall comply with all applicable federal and state conflict of interest laws.

**B-14. Protections for Public Transportation Employees (49 U.S.C.49 U.S.C. § 5333(b):** To the extent applicable, METRO agrees that when providing public transportation services funded under this Agreement, the terms and conditions of the U.S. Department of Labor (“DOL”) certification of public transportation employee protective arrangements issued pursuant to 49 U.S.C. § 5333(b) (“Section 13(c)”) shall apply to work performed under this Agreement by employees covered by such certification. METRO agrees to comply with the terms of the applicable DOL certification and the implementing DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 CFR Part 215. METRO further acknowledges that the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., applies to public transportation employees performing work involving commerce, and agrees to comply with all applicable wage and hour requirements.

**B-15. Drug and Alcohol Testing (49 U.S.C. § 5331; 49 CFR Part 655):** To the extent METRO performs safety sensitive functions as defined in 49 CFR Part 655, METRO agrees to comply with:

- 49 U.S.C. § 5331
- FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655

METRO shall establish and implement a drug and alcohol testing program consistent with FTA requirements and shall maintain records demonstrating compliance.

METRO hereby agrees to and will comply with the terms and use of the federal program and its provisions hereto as a condition of the agreement. METRO acknowledges that they have read and understands said provisions hereto.

By: GREATER PORTLAND TRANSIT DISTRICT (METRO)

Name: Glenn Fenton

Signature:

Title: Executive Director

Date:

**Professional Services Agreement for  
CUMBERLAND COUNTY PUBLIC HEALTH  
TRANSIT PASS PROGRAM**

**Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

Effective Date:	<b>March 1, 2026</b>	
Expiration Date:	<b>September 30, 2027</b>	
Buyer:	<b>County of Cumberland (“Buyer”)</b>	
Buyer’s Headquarters:	<b>27 Northport Drive, Portland, ME 04103</b>	
Buyer’s Designee:	Name:	<b>Liz Blackwell-Moore</b>
	Title:	<b>Public Health Director</b>
	Address:	<b>27 Northport Drive, Portland, ME 04103</b>
	Phone:	
	Email:	<b>blackwell-moore@cumberlandcounty.org</b>
Buyer’s Pass Holders: (e.g., employees, students, tenants, lessees, occupants)	<b>MATI Program Participants</b>	
Discounted Fare Percentage:	<input type="checkbox"/>	75% - Buyer is a private or for-profit entity
	<input type="checkbox"/>	66.6% - Buyer is a public or nonprofit entity
	<input checked="" type="checkbox"/>	<b>50%</b> - Buyer is a public or nonprofit entity with a limited population program
Boardings Payment Caps, not to exceed the amount of:	<b>\$121,500.00</b>	
Active Account Limit	No more than 225 active accounts at any time	
Dirigo Transit Pass Type:	<input checked="" type="checkbox"/>	Dirigo Smart Card
	<input type="checkbox"/>	Mobile App
	<input type="checkbox"/>	Authorized Buyer ID
Dirigo Smart Card Initial Supply (at no charge):	<b>250 cards</b>	
Additional/Replacement Per Diem Card Cost:	<b>There will be a \$3.50 fee paid by Buyer for replacement cards.</b>	

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and entered into as of March 01, 2026 by and between County of Cumberland, (the Buyer”) and Greater Portland Metro Transit District, a Maine public transit district with a principal place of business at 114 Valley Street in Portland, Maine (“METRO”) (collectively, the “Parties”).

RECITALS

WHEREAS, METRO is a participant in a regional fare payment system known as the Dirigo UMO Fare Payment System in partnership with certain Transit Partners, as defined hereinbelow; and

WHEREAS, the Parties have agreed upon terms for METRO to provide free and unlimited access public transit passes to Buyer for distribution to Buyer’s Pass Holders for the purpose of using the public transportation services operated by METRO and its Transit Partners (the “Transit Pass Program”).

NOW, THEREFORE, in consideration of the payments and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

the Parties agree as follows:

**Term.** The term of this Agreement shall commence on the Effective Date and shall expire at the earlier of (i) the termination of this Agreement in accordance with its terms or (ii) the Expiration Date (the “Initial Term”). This Agreement may be renewed for a term of one year by written agreement of the Parties prior to the end of the Initial Term or, as applicable, any Renewal Term (each, a “Renewal Term,” and collectively with the Initial Term, the “Term”).

## 1. Scope of Services.

- A. **Transit Passes.** METRO agrees to grant all qualified Pass Holders the privilege to ride on the systems of public transportation (including all existing and future public transit routes) operated by METRO and its Transit Partners as part of the regional transit fare payment system known as the Dirigo UMO Fare Payment System (the “Dirigo Transit Routes”), upon the display or electronic validation of a duly issued Dirigo Transit Pass, subject to the conditions of ridership privileges set forth in Section 2.C of this Agreement.

For purposes of this Agreement, “Transit Partners” are the Biddeford-Saco-Old Orchard Beach Transit System, and any other public transit agency that owns and operates a separate system of public transportation now or in the future and has partnered with METRO to participate in the Dirigo Transit Routes.

Notwithstanding anything to the contrary in this Agreement, all decisions regarding the Transit Pass Program, the Dirigo Transit Routes, transit system design and service levels (including without limitation route alignments and transit stop placements) are at the sole discretion of METRO and the Transit Partners.

- B. **Transit Program Eligibility.** Pass Holders’ eligibility for inclusion in the Transit Pass Program under this Agreement shall be determined by Buyer in its sole discretion.
- C. **Conditions of Ridership Privileges.** Pass Holders shall have the privilege of riding the Dirigo Transit Routes during service hours upon the display or electronic validation of a duly issued Dirigo Transit Pass. Pass Holders shall at all times be required to observe all rules and regulations applicable generally to passengers of the Dirigo Transit Routes. METRO or a Transit Partner may revoke a Pass Holder’s privilege of ridership at any time, as METRO or the Transit Partner deems necessary or appropriate in its sole discretion. Upon request and to the extent allowed by applicable law, METRO shall provide or shall request its Transit Partners to provide after-the-fact written notice to Buyer for any such revocation of ridership privileges.

## 2. Payment.

- A. **Discounted Fare.** Buyer agrees to pay METRO a Pass Holder per-boarding fare equal to the Discounted Fare Percentage of METRO’s or the Transit Partner’s full one-way cash fare charged to the general public in effect at the time the agreement is executed (“Discounted Fare”). Refer to [Exhibit A](#) for the current METRO and Transit Partner fare pricing structure. Changes made to Exhibit A by METRO or its Transit Partners will take effect under subsequent agreements. METRO shall notify Buyer of any changes to Exhibit A at least thirty (30) days before the effective date of such change.

The Discounted Fare shall be charged each time a Pass Holder boards a Dirigo Transit Route vehicle (without regard to the place of boarding, the place of disembarkation, or the distance traveled) until such time that any applicable Boardings Payment Caps are reached; thereafter,

METRO will continue to provide Pass Holders with free and unlimited access to the Dirigo Transit Routes for the remainder of the Boardings Payment Cap Term, subject to the provisions of Section 2.

- B. **Dirigo Transit Passes.** Buyer shall select the Type of Dirigo Transit Passes from those identified in the Definitions section, above. If the Dirigo Transit Pass Type is a Dirigo Smart Card, METRO will provide Buyer with the Initial Supply of Dirigo Smart Cards at no charge upon Buyer's request. METRO will supply additional or replacement Dirigo Smart Cards to Buyer upon its request at the Additional/Replacement Per Diem Card Cost.
- C. **Invoices.** METRO shall invoice Buyer monthly in arrears for any additional or replacement Dirigo Smart Cards and actual Pass Holder boardings, up to any applicable Boardings Payment Cap, and Buyer shall pay all undisputed invoices, or portions thereof, within thirty-five (35) days after the date of the invoice. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
- D. **Revenue Distribution.** METRO will be responsible for distributing to the Transit Partners any revenue associated with Pass Holder boardings that occur on Transit Partner systems.

### 3. Termination; Default.

- A. **Default by METRO.** In the event of any material breach of the terms of this Agreement by METRO, Buyer agrees to notify METRO in detail in writing of such breach and to give METRO a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if METRO is diligently pursuing a cure, to cure the breach to Buyer's reasonable satisfaction, before taking any steps to terminate this Agreement. If METRO fails or refuses to cure any breach as aforesaid, Buyer may terminate this Agreement upon seven (7) days' written notice to METRO in writing without further liability to METRO.
- B. **Default by Buyer.** In the event of any failure by Buyer to pay sums due hereunder when they are due, in addition to all other remedies available to it, METRO may notify Buyer in writing of such non-payment and if such non-payment is not cured by payment in full of all sums due within thirty five (35) days, may thereupon terminate this Agreement by giving Buyer written notice of termination, without further liability to Buyer hereunder. In the event of any material breach of the terms of this Agreement by Buyer other than the failure to pay money, METRO agrees to notify Buyer in detail in writing of such breach and to give Buyer a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if Buyer is diligently pursuing a cure, to cure the default to METRO's reasonable satisfaction, before taking any steps to terminate this Agreement. If Buyer fails or refuses to cure any breach as aforesaid, METRO may terminate this Agreement upon seven (7) days' written notice to Buyer in writing without further liability to Buyer.
- C. **Termination Without Cause.** Either Party may terminate this Agreement without cause, including for its convenience, providing that the terminating Party must provide at least ninety (90) days' written notice prior to the effective date of termination. Buyer shall compensate METRO for ridership services in accordance with Section 3 ("Payment") of this Agreement up to and including the date of termination.

D. **Compensation.** In the event of termination, METRO shall forthwith disable Buyer’s Pass Holder transit passes and ridership privileges. Buyer shall compensate METRO for ridership services in accordance with Section 3 (“Payment”) of this Agreement up to and including the date of termination.

4. **Amendment; Binding Effect.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated orally or in any manner other than by a written instrument signed by each of the Parties. Each Party represents and warrants to the other that it has the requisite power and authority to enter into and perform this Agreement, that it has been duly authorized thereunto, and that this Agreement is binding and enforceable according to its terms. This Agreement shall insure to the benefit of and be binding on the respective Parties and their respective successors and assigns.

5. **Administration of Agreement.** The Parties agree to work collaboratively in good faith to achieve the purposes of this Agreement and to attempt to informally address any problems or disagreements that arise. Buyer (through its Designee) and METRO (through its Chief Transportation Officer) shall meet annually to review the implementation of this Agreement, to discuss any previously unanticipated issues, to attempt to resolve any problems, and to attempt in good faith to negotiate amendments to this Agreement if needed to ensure that the Agreement will serve the mutual interests of the Parties. Any amendment to this Agreement must comply with Section 5 (“Amendment, Binding Effect”) of this Agreement. The Parties shall each designate a person responsible for day-to-day communication concerning the administration of this Agreement.

6. **Insurance.** During the term of this Agreement, METRO shall maintain insurance, including general liability, motor vehicle liability, and workers’ compensation insurance, in amounts equal to or greater than the coverage limit noted in the table directly below. Upon request by Buyer, METRO shall provide proof of such insurance to Buyer and shall name Buyer an additional insured on its policies.

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product’s and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel

Certificates of Insurance for all of the above insurance shall be filed with:

**Cumberland County Government**  
**Liz Blackwell-Moore**  
**27 Northport Drive**  
**Portland, ME 04103**

7. **Indemnification.** METRO, its successors and assigns, hereby agrees to indemnify and hold harmless Buyer, its successors and assigns, from any claim, costs, liability and expense to the extent arising from or attributable to any acts or omissions of the servants or employees of METRO in performing its

obligations pursuant to this Agreement. Nothing herein is intended, nor shall it be deemed, to expand or extend either Party's liability, or to waive any immunity, or any defenses or limitations of liability, to which it is entitled under the Maine Tort Claims Act, 14 M.R.S.A. § 8101 *et seq.* and other applicable law, and nothing in this Agreement shall be interpreted or operate in any practical effect to waive any such defenses, immunities, or limitations of liability with respect to claims by third parties. The provisions of this Section 8 ("Indemnification") shall survive the termination or expiration of this Agreement.

- 8. Dispute Resolution.** The Parties will make good faith efforts to first resolve informally and internally any legal controversy or claim ("Dispute") under this Agreement by escalating it to higher levels of management. If for any reason the Dispute is not informally resolved within thirty (30) days after delivery of written notice of the Dispute by the aggrieved Party to the other Party, any Party may serve on the other Party a written request for non-binding mediation of the Dispute. The mediation shall be conducted in Portland, Maine by one mediator mutually agreeable to the Parties, shall not exceed one full day or two half days in length, and shall be completed within thirty (30) days from the date of receipt of notice of a request for mediation by the last Party to receive notice. In the event that the Parties are unable to agree on a mediator within ten (10) days, or to resolve the dispute through mediation within thirty (30) days, the Parties reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County, governed by and construed in accordance with the laws of the State of Maine. This dispute resolution mechanism shall be binding upon the successors, assigns, foreclosing mortgagee, and any trustee or receiver of the Parties.

A Party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite any such action, the Parties will continue to participate in good faith in the procedures set forth in this Section 9 ("Dispute Resolution"). All applicable statutes of limitation will be tolled during the pendency of any Dispute Resolution hereunder, and the Parties agree to take such action, if any, required to effectuate such tolling.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by METRO or Buyer shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- 9. Notice.** Any notice that is required for purposes of this Agreement must be given in writing and is effective when received in person by the individual designated to receive notice, or after being mailed, post paid, by certified mail, to the individual designated to receive notice according to this Section 10 ("Notice"). The individual designated to receive notice for each Party is as follows:

**METRO**

Executive Director  
Greater Portland Transit District  
114 Valley Street  
Portland, ME 04102  
(207) 517-3025  
gfenton@gpmetro.org

**Buyer:** Buyer's Designee, as identified in the Definitions section, above.

**10. Governing Law; Other.** This Agreement has been delivered and is intended to be performed in the State of Maine and shall be construed and enforced in accordance with the laws of Maine without regard to its conflict of laws provisions. In the event that any provision of this Agreement shall be held to be invalid, the other provisions hereof shall remain in full force and effect. This Agreement may be executed electronically and in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**11. Non-Discrimination.** At no time shall either Party discriminate against anyone on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information or veteran status. METRO agrees that it shall provide reasonable accommodations to individuals with disabilities in accordance with applicable laws.

**12. Confidentiality; Trademarks.** The Parties agree to implement and maintain reasonable safeguards to protect the security and confidentiality of Pass Holders' personally identifiable records and information, protect against anticipated threats to the security or integrity of such records and information, and protect against unauthorized access to, or use of, such records and information. METRO shall use such records and information only for the purposes for which the disclosure to METRO was made, and shall not use or disclose such records or information except as permitted or required by this Agreement or as required by law or a valid order of the court.

Neither Party shall use the other Party's name, symbols, trademarks, or service marks in external advertising, marketing, or promotional materials without the prior written consent of the other Party; provided that Buyer may use METRO's name in literature and other media distributed to Pass Holders and other public information in promoting the ridership of METRO to Pass Holders. Any use by a Party, without the approval of the other Party, of the name, symbols, trademarks or service marks of such other Party shall cease immediately upon the earlier written notice of such other party or termination of this Agreement.

**13. Independence.** For the purposes of this Agreement, METRO is an independent contractor of Buyer, not a partner, agent, or joint venture of Buyer and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either Party be bound by any representation, act, or omission whatsoever of the other Party.

**14. No Assignment.** This Agreement, or any part thereof, may not be assigned, transferred, or subcontracted by either Party without the prior written consent of the other Party.

**15. Compliance with Applicable Law.** In performing under this Agreement, METRO shall comply with all applicable Federal, State and local laws, regulations, and ordinances. METRO shall secure at its expense all licenses and permits required for performing under this Agreement.

**16. Additional Terms and Conditions.** The additional terms and conditions set forth in Exhibit B, Federal Transit Administration Required Contract Clauses, Certifications and Assurances if any, are attached hereto and made a part hereof as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this TRANSIT PASS PROGRAM AGREEMENT to be executed by their respective undersigned authorized officer as of \_\_\_\_\_.

By: COUNTY OF CUMBERLAND

Name: James Gailey

Signature:

Title: County Manager

Date:

By: GREATER PORTLAND TRANSIT DISTRICT (METRO)

Name: Glenn Fenton

Signature:

Title: Executive Director

Date:

**TRANSIT  
PASS PROGRAM AGREEMENT EXHIBIT A**

**Current Board Adopted Fare Pricing Structure  
&  
Existing Transit Routes**

	<b>LOCAL</b>	<b>EXPRESS</b>	<b>ZOOM</b>
<b>Full One-way Cash Fare</b>	<b>\$2.00</b>	<b>\$4.00</b>	<b>\$5.00</b>
<b>Transit Routes</b>			
Metro Route 1	<b>X</b>		
Metro Route 2	<b>X</b>		
Metro Route 3	<b>X</b>		
Metro Route 4	<b>X</b>		
Metro Route 5	<b>X</b>		
Metro Route 7	<b>X</b>		
Metro Route 8	<b>X</b>		
Metro Route 9	<b>X</b>		
Metro Route 21	<b>X</b>		
Metro Route 24A	<b>X</b>		
Metro Route 24B	<b>X</b>		
Metro BREEZ		<b>X</b>	
Metro Husky Line	<b>X</b>		
BSOOB Route 50 (Orange)	<b>X</b>		
BSOOB Route 51 (Black)	<b>X</b>		
BSOOB Route 52 (White)	<b>X</b>		
BSOOB Route 60 (Green)	<b>X</b>		
BSOOB Zoom (Purple)			<b>X</b>

## TRANSIT PASS PROGRAM AGREEMENT

### EXHIBIT B Federal Transit Administration Required Contract Clauses, Certifications and Assurances

#### Additional Terms

This Agreement is funded in whole or in part with federal financial assistance provided by the Federal Transit Administration (“FTA”) via the MATI grant from the University of Minnesota to Cumberland County. METRO agrees to comply with all applicable federal statutes, regulations, executive orders, FTA circulars, and policies governing third party contracts, including but not limited to those set forth in:

- The current FTA Master Agreement;
- FTA Circular 4220.1F, Third Party Contracting Guidance (or successor circular);
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);
- 2 CFR Part 1201 (U.S. DOT adoption of Uniform Guidance);
- All other applicable U.S. DOT and FTA implementing regulations.

All FTA required contract clauses applicable to this Agreement are incorporated herein by reference and shall be deemed binding upon METRO as if fully set forth in this Agreement. In the event of a conflict between federal requirements and any other provision of this Agreement, the applicable federal requirement shall control.

METRO agrees that it shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the Recipient to be in violation of FTA requirements.

**B. Federal Regulations: The following Federal Regulations are applicable to Cumberland County under the FTA, and METRO, shall, to the extent required for the use of funds described herein, comply with the requirements of the foregoing regulations:**

**B-1. Non-Appropriation:** Notwithstanding any other provision of this Agreement, the Buyers obligations under this agreement are contingent upon the availability and continued appropriations of funds. If at any time during the Term, sufficient funds are not appropriated or otherwise made available to the buyer for the performance of this agreement, including but not limited to funding from the MATI grant from the University of Minnesota, or if such funds are de-appropriated, revoked, terminated, or rescinded, Buyer may terminate this agreement without penalty effective at the end of the fiscal period for which appropriations were received, without penalty or expense to Buyer, except as to the payments or portions thereof for which funds have been appropriated. The buyer shall provide written notice of such non appropriation as soon as reasonably practicable. Buyer shall be liable only for payment for services properly performed through the effective date of termination. For purposes of this Section, “non-appropriation” or “de-appropriation” also means the failure of the governing body of Buyer to appropriate funds for the payment of Buyer’s obligations under this Agreement in accordance with applicable law and procedures.

**B-2. No obligations by the federal government:** The Federal Government is not a party to the agreement and is not subject to any obligations or liabilities to the County, METRO, or any other party

pertaining to any matter resulting from the agreement.

**B-3. Certification Regarding Lobbying (2 CFR 200.450):** By signing this agreement, METRO, the Authorized Official, certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of METRO, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement in accordance with 2CFR 200.450.

- a. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. METRO shall require that the language of this certification be included in the award documents, if any, for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

**B-4. Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180):** By signing this Agreement, METRO's Authorized Official certifies, to the best of his/her knowledge and belief, that neither METRO nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**B-5. Audit and Access to Records:** METRO agrees to provide the County, FTA Administrator, the Comptroller General of the United States, and any authorized representatives access to any books, documents, papers, and records of METRO that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcripts. METRO shall maintain all records pertaining to this Agreement for a period of not less than three(3) years after final payment and closeout of the federal award, or longer if required due to litigation, audit, or claims. METRO certifies that it will provide the County with notice of any adverse findings that impact this Agreement. METRO certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If METRO is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then METRO will provide notice of the completion of any required audits and will provide access to such audits upon request. METRO will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

**B-6. Program Fraud and False or Fraudulent Statements:** METRO acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. § 3801 et seq.), and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Agreement. METRO certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to this Agreement. METRO further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose civil penalties and other remedies.

**B-7. Clean Air Act and Clean Water Act(Applicable if agreements exceed \$150,000.00)** METRO agrees to comply with all applicable standards, orders, or regulations issued pursuant to: the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**B-8. Civil Rights Requirements:** Metro agrees to comply with all applicable federal civil rights laws and implementing regulations, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964(42 U.S.C. § 2000d)
- b. 49 CFR Part 21
- c. Americans with Disabilities ACT (42 U.S.C. § 12101 et seq.)
- d. 49 CRF Part 27,37, and 38
- e. Section 504 of the Rehabilitation Act (29 U.S.C. § 794)
- f. Age Discrimination Act of 1975

Metro shall not discriminate based on race, color, national origin, sex, disability, or age in the performance of this Agreement.

**B-9 Disadvantaged Business Enterprise(DBE)-49 CFR Part 26:** Metro shall not discriminate based on race, color, national origin, or sex in the performance of this Agreement. Metro shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete and perform subcontracts. Metro shall include this DBE assurance in every subcontract.

**B-10 Energy Conservation:** Metro agrees to comply with mandatory standards and policies relating ot energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act( 42U.S.C. § 6321 et seq.).

**B-11 Safe Operation of Motor Vehicles:** METRO agrees to comply with Executive Order 13043( Increasing Seat Belt Use) and Executive Order 13513( Reducing Text Messaging While Driving). METRO shall adopt and enforce policies that prohibit texting while driving and require seat belt use in the performance of federally funded work.

**B-12. Termination and Remedies:** In addition to the termination provisions contained in the Agreement, the County may terminate this Agreement for convenience or for cause in accordance with applicable federal regulations. Remedies available under this Agreement are cumulative and not exclusive, and include any remedies available at law or in equity.

**B-13. Conflict of Interest:** METRO shall disclose in writing any actual or potential conflict of interest related to this Agreement and shall comply with all applicable federal and state conflict of interest laws.

**B-14. Protections for Public Transportation Employees (49 U.S.C.49 U.S.C. § 5333(b):** To the extent applicable, METRO agrees that when providing public transportation services funded under this Agreement, the terms and conditions of the U.S. Department of Labor (“DOL”) certification of public transportation employee protective arrangements issued pursuant to 49 U.S.C. § 5333(b) (“Section 13(c)”) shall apply to work performed under this Agreement by employees covered by such certification. METRO agrees to comply with the terms of the applicable DOL certification and the implementing DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 CFR Part 215. METRO further acknowledges that the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., applies to public transportation employees performing work involving commerce, and agrees to comply with all applicable wage and hour requirements.

**B-15. Drug and Alcohol Testing (49 U.S.C. § 5331; 49 CFR Part 655):** To the extent METRO performs safety sensitive functions as defined in 49 CFR Part 655, METRO agrees to comply with:

- 49 U.S.C. § 5331
- FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655

METRO shall establish and implement a drug and alcohol testing program consistent with FTA requirements and shall maintain records demonstrating compliance.

METRO hereby agrees to and will comply with the terms and use of the federal program and its provisions hereto as a condition of the agreement. METRO acknowledges that they have read and understands said provisions hereto.

By: GREATER PORTLAND TRANSIT DISTRICT (METRO)

Name: Glenn Fenton

Signature:

Title: Executive Director

Date:



## EXECUTIVE COMMITTEE

## AGENDA ITEM 6

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### DATE

February 23, 2026

### SUBJECT

Review of Metro Zero Emissions Goal

### PURPOSE

Review the Metro's 2040 Zero Emissions Goal including; performance of electric buses, trends in the industry, changes in the federal funding landscape and cost implication of the goal relate to fleet and facility replacement.

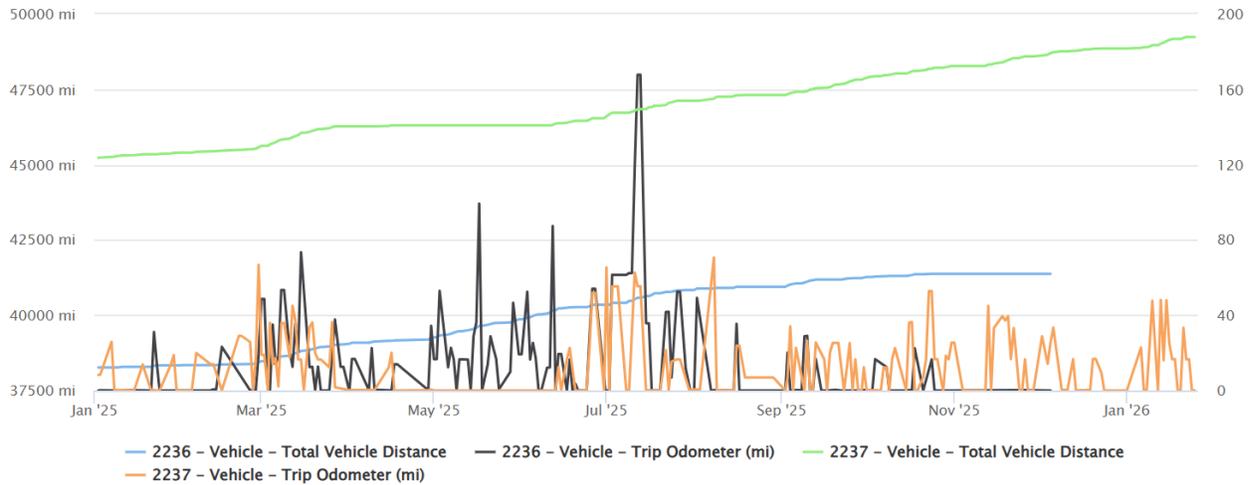
### BACKGROUND/ANALYSIS

In June 2018 Metro's Board of Directors adopted a resolution that included Metro achieving a goal of a 100% zero emissions fleet by 2040. After approval of the resolution, Metro applied for and was awarded federal Low-No Emissions Grant Program funding (LoNo) to support acquisition of two electric buses and associated charging infrastructure. This application include bus manufacturer Proterra Inc as a named partner responsible for supplying the buses. Those buses were delivered and put into service in May 2022. In August 2023, Proterra filed for Chapter 11 bankruptcy protection. In March 2024 Proterra sold its bus manufacturing business to Phoenix Motor Inc.

After a relatively promising start to operation, Metro's electric buses have become less reliable with reduced range and uptime. The Proterra buses in the Metro fleet are numbered 2236 and 2237. At the time of deployment, the anticipated daily range on the BEBs was in the range of 180-240 miles per day, with staff understanding that temperature and operating conditions would impact the daily performance. While the benchmark of 180 miles per day would still be less than a diesel unit, the range would be satisfactory for 22 of 38 non-BREEZ currently scheduled weekday blocks. However, the observed vehicle performance is far below the 180-mile benchmark.

### Usage Trends

Below is a chart that displays the daily usage and vehicle lifetime mileage beginning January 1, 2025.



Reviewing daily usage statistics for these buses over the last 12+ months, the bus performance was vastly below expectations and in most cases barely serviceable. The primary reason for the low daily mileage is based on battery imbalance issues. Metro Operations have been directed to use these buses, but the low range only permits them to be used on school tripper blocks and other short service needs.

Table 1 – Electric bus up-time and usage (2025)

	Bus 2236	Bus 2237
Days in Service	90	120
Average Daily Miles	34	25
Max Daily Miles	168	71

Bus 2236 has traveled 41,376 lifetime miles, and 2237 has completed 49,241 lifetime miles. Noting the in-service period began in the late spring of 2022, that’s approximately 3.75 years of service. Again, these lifetime usage totals are far below expectations and do not come anywhere close to the performance of diesel buses in the Metro Fleet. Below is a table comparing the annual performance of diesel buses purchased in 2020-2021 to the 2022 Proterra buses.

Table 2 – Metro vehicle mileage (Bus years 2020, 2021, 2022)

	2020 Fleet	2021 Fleet	2022 Fleet
# of Buses	7	2	2
AVG Lifetime Mileage	241,923	214,572	45,309
# Years in Service	Approx. 6	Approx. 5	3.75
AVG Annual Miles / Bus	40,320	42,914	12,082

## Operating Expense

When compared to the CNG and Diesel, Metro’s Electric buses cost more to operate over the last three years. The table below shows average cost per mile for parts and fuel for Metro’s three fuel types. It should be noted that three years of experience for two buses is not a statistically significant sample size.

*Table 3 – Metro Revenue Vehicle Operating Expense per Mile (2023-2025)*

	Parts	Fuel	Total
Average expense / mi (Diesel)	\$ 0.15	\$ 0.49	\$ 0.64
Average expense / mi (CNG)	\$ 0.39	\$ 0.20	\$ 0.59
Average expense / mi (EV)	\$ 0.04	\$ 0.68	\$ 0.72

### Current Status

Bus 2236 has been out of service since late October of 2025. This unit had a significant battery imbalance, along with faults for irregular battery temps, and will not accept a charge. Without being able to charge the battery, this bus sits idle on the lot until a contracted maintenance service can address the issue.

Bus 2237 remains in service, albeit with the low functional range and limited utility. There are also issues with the auxiliary diesel heaters, causing interior temperature challenges, and greater battery demand. This unit also suffers from an imbalanced battery problem, which presents as a significant state of charge drop from approximately 60% charged to 20% each time in use.

### Vendor Support

There has been very little support provided by Phoenix Motor Inc. since the company acquired Proterra. In January 2025 the Northeast Regional Service Manager resigned. Since that time Metro staff have submitted multiple requests for service and received limited response. In June 2025, Phoenix Motor sent a technician to evaluate both buses. This technician confirmed imbalance in the battery packs and suggested replacement. Metro staff pushed back on the suggestion that the three-year-old batteries be replaced based on the fact that manufacturer was not offering to warranty the batteries and could not identify a supplier.

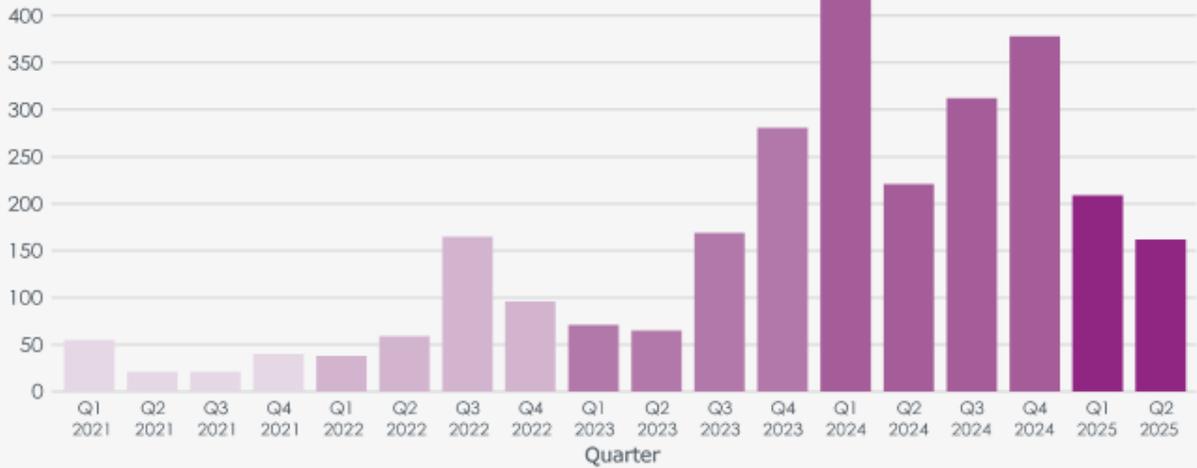
Since the discussion in June, there has been no substantive assistance provided by Phoenix Motor despite staff’s repeated requests for support. The new regional field services manager was scheduled to travel to Metro to assess the buses and discuss options on January 20<sup>th</sup>, however the trip was canceled due to a travel freeze imposed by Phoenix Motor leadership.

### National Outlook on ZEBs

After several quarters of steady increases in vehicle registrations, the zero-emissions bus market is showing signs of slowing nationally.

FIGURE 3.1

Zero-emission bus registrations, Q1 2021–Q2 2025

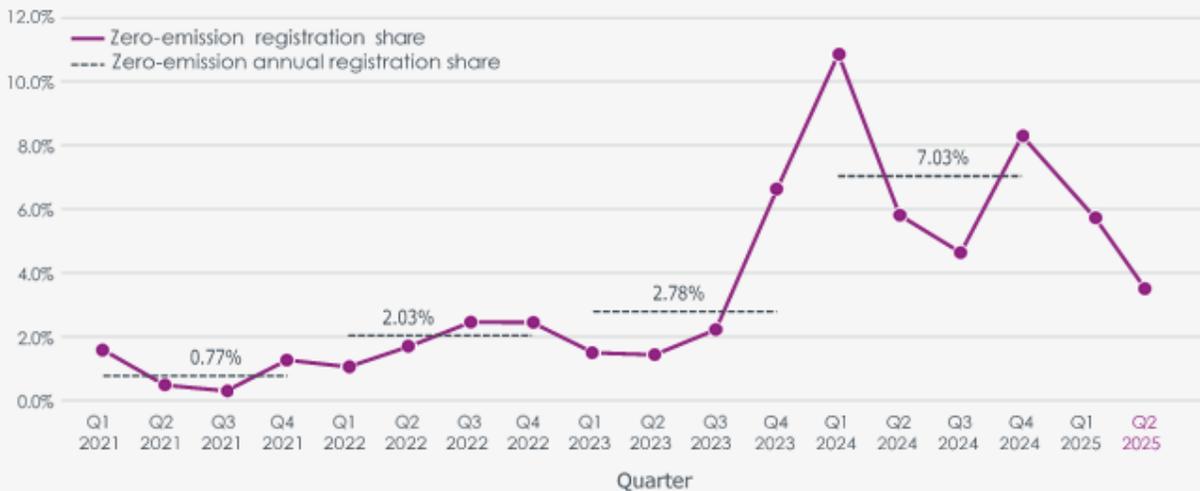


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We're also seeing a reduction in ZEBs as a percentage of overall bus registrations.

FIGURE 3.2

Share of zero-emission bus registrations, Q1 2021–Q2 2025



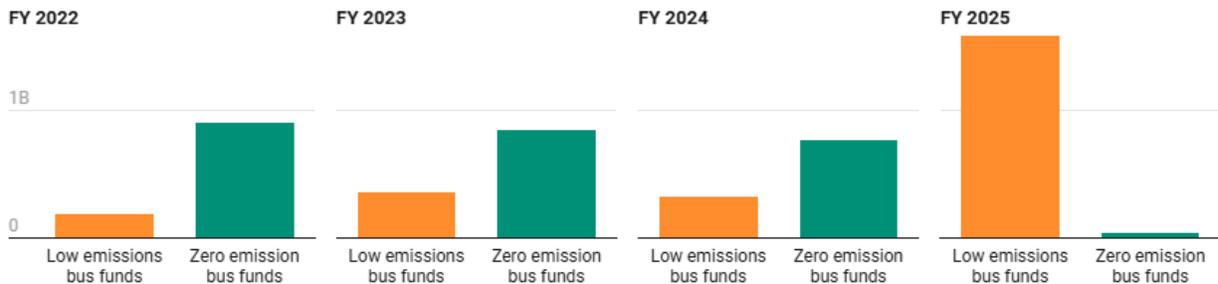
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These trends are likely a result of instability within the ZEB manufacturer market (i.e. Proterra bankruptcy), performance of ZEBs not meeting expectations and a funding climate that is favoring emitting buses. In 2025 the FTA's Lo-No program awarded more funding to emitting bus projects than zero emissions projects.

## More emitting bus projects won more funding than ever in FY 2025 in the Low or No Emission Buses program.

The Low or No Emissions Bus Program, codified in 49 USC 5339(c), calls for the US Department of Transportation to award funds to the projects that reduce emissions the most compared to other buses.

As part of a concession made during the negotiations to pass the Infrastructure Investment and Jobs Act, the Low-No program received significantly more funding but also incorporated a 25% minimum set-aside for low emission buses. In FY 2022, the Biden administration awarded funds to 100% of applicants who applied for low emission buses (T4A Greener Fleets Report), but do to low demand, they were unable to hit the minimum and made up the difference in the following fiscal years.



Source: FTA FY2016 to FY2025 Low-No program award data - [Get the data](#) - Created with [Datawrapper](#)

### Future Considerations

Metro's current fleet management plan states that buses are replaced every 12 – 14 years. This means that in order to remain compliant with the goal of attaining a 100% zero emission's fleet by 2040, Metro's next order of buses (delivery in 2028 or 2029) and all subsequent orders would need to be zero emissions buses (ZEB).

As staff continue to work with Metro's facility analysis consultant, key inputs to the analysis will be fleet size and fleet fuel/power train. A fleet expected to be 100% electric within 10 years of the facility opening will require that charging infrastructure is largely incorporated into the design of the facility. Additionally, based on the shorter range of ZEB's, a larger fleet would likely be needed to operate the same amount of service as compared to a diesel fleet, unless an expansive on-route charging system could be established. This could mean that Metro would need to carry a higher spare ratio. Higher spare ratios could cause a problem once Metro's maximum buses in service exceeds 50. The FTA requires that transit agencies not exceed a 20% spare ratio.

Additional buses, charging infrastructure and facility upgrades all come with associated costs. We don't currently know the scale of these increases and will be working to provide estimates at our next meeting.

### Cost Comparison

#### Rolling Stock

Based on Metro's updated fleet management plan, scheduled fleet replacements were projected through 2039. Equipment replacement costs were estimated using both information from recent bus purchases made by Metro as well as estimates provided by bus manufacturers. The cost comparison over the next fourteen years shows scale of the financial commitment needed to switch Metro's fleet to a completely zero emissions fleet by 2040.

Table 4 – Estimated Bond Expense for Bus Replacement 2026-2039

	Diesel	Electric	Difference
Total Cost	\$ 51,168,600	\$ 101,556,000	\$50,387,400
Bond Debt	\$ 7,675,290	\$ 15,233,400	\$ 7,548,110
Bond Expense	\$ 5,590,246	\$ 11,093,701	\$ 5,503,455

Assumptions:

1. Metro receives federal funding for 85% of the purchase of each bus.
2. Metro bonds the full 15% remaining (historically Metro has received MaineDOT support for a portion of the local match).
3. 3% annual cost escalation of all fleet types.
4. Straight one for one replacement of existing fleet and near-term planned service expansions, long-term service expansions not programmed.

Facility

High-level cost estimates for replacement of Metro’s operations and maintenance facility were developed by Metro’s facility consultant. These estimates include three scenarios for expansion on Metro’s existing site and adjacent properties.

- Scenario 1 – 118 Bus Facility;
  - Base design/construction cost \$82.7m
  - Charging infrastructure \$74.3m
- Scenario 2 – 166 Bus Facility;
  - Base design/construction cost \$96.6m
  - Charging infrastructure \$104.6m
- Scenario 3 – 139 Bus Facility;
  - Base design/construction cost \$101m
  - Charging infrastructure \$87.6m

Addition of charging infrastructure escalates the total project cost by 90%-108%. This is largely related to the need for pantograph overhead chargers in the bus parking garage. This requires extra reinforcement of the roof to support multiple chargers. There is also a need to program additional space for battery storage, transformer pads and fire suppression needs.

Table 5 – Total estimated bond expense for fleet replacement and facility

	Fleet Expense (Bond)	Facility Expense (Bond)	Total
Diesel	\$ 5,590,246	\$ 26,380,300	\$ 31,970,546
Battery Electric	\$ 11,093,701	\$ 54,945,000	\$ 66,038,071
Difference	\$ 5,503,455	\$ 28,564,700	\$ 34,067,525

## Conclusions

This analysis concludes several key factors:

1. Metro's experience with Proterra battery electric buses has not been positive.
  - a. Reliability of the battery electric buses has been far worse than that of diesel and CNG buses.
  - b. Manufacturer support and parts availability greatly reduce vehicle uptime.
  - c. There has not been a demonstrable savings in operating expense gained by using battery electric buses versus diesel or CNG equipment.
2. Nationally, the zero emissions bus market is losing the momentum that it had just a few years prior. This is based in part on lower demand from transit agencies that have had similar experiences to Metro's, as well as a shift in funding awards for fully zero emissions projects.
3. From a cost perspective, the expense associated with purchasing and supporting zero emissions buses is significantly higher than that of conventional diesel buses. Driven by three main factors:
  - a. Vehicle acquisition costs are approximately double that of conventional diesel buses.
  - b. Bus operations and maintenance facilities equipped to charge and maintain battery electric buses are also twice as expensive as a conventional facility.
  - c. A 100% battery electric fleet would require on route fast charging to extend vehicle ranges until technology improves to a point where EV ranges are closer to those of diesel and CNG buses. Adding these chargers could push the total capital cost of electric buses to 3 to 4 times that of diesel buses.
4. The primary value associated with zero emissions buses include:
  - a. Improvement in local air quality.
  - b. Reduction in noise pollution.
  - c. Positions the agency as being environmentally conscience.
  - d. Supports an emerging industry that, with continued investment, could be the future of public transit.

## **RECOMMENDATION**

Metro should remain focused on its environmental goals and especially local air quality, however a pivot away from a rigid goal of reaching a 100% zero emissions goal by 2040 is necessary based on uncertainty surrounding the zero emission vehicle performance and funding availability. Instead Metro should focus on reducing carbon outputs by increasing public transit ridership.

If Metro's fleet were 100% diesel powered, annual emissions for Metro's current service (110,000 hours per year) would be approximately 3,360 metric tons of carbon. This is the equivalent of the annual tailpipe emissions of approximately 740 cars. In order to achieve a reduction of 740 single occupancy vehicles to the region, ridership would need to increase by approximately 460,000 rides annually.

Through investing in more service with a focus on ridership growth specifically, Metro can have a positive impact on the environment while also improving mobility options and reducing traffic congestion. A revised board resolution with a stated goal of growing ridership by 25% by 2040 (475,000 more rides compared to 2025) would be a positive way to create a relatively aggressive target to which progress achieving can be easily measured.

With regards to Metro's Fleet Management Plan, it is advisable to leave flexibility on the fuel types that can be considered when purchasing buses. Procurements should be based on funding awards and with a focus on leveraging the most available funding. This should include low and no-emissions buses as funding for these vehicles is regularly provided.

Recommendation to the full board; adoption of the revised fleet management plan and new resolution stating a goal of achieving a 25% increase in ridership no later than the year 2040, to supersede the Board's previously adopted goal of achieving a 100% zero emissions fleet by 2040.

## **CONTACT**

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Executive Director

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## **ATTACHMENTS**

Attachment A – Board Resolution 2018.01

Attachment B – Metro Fleet Management Plan - Approved 2018

Attachment C – Metro Fleet Management Plan – Updated 2026

Attachment D – Labella Memo 02-18-26

**RESOLUTION NO. 2018.01**

**RESOLUTION BY THE BOARD OF THE DIRECTORS OF THE GREATER PORTLAND TRANSIT DISTRICT ("GPTD"), TO APPROVE THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION ("FTA") FOR THE PURPOSE OF ACQUIRING FEDERAL TITLE 49, SECTION 5339(c) CAPITAL FUNDING TO ACQUIRE UP TO FOUR (4) BATTERY ELECTRIC BUSES AND ASSOCIATED CHARGING INFRASTRUCTURE.**

WHEREAS, Chapter 53 of Title 49 of the United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to eligible transit agencies or units of local government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, the GPTD is authorized to provide public transportation under Maine Revised Statutes Title 30-A, Chapter 163, Transportation and is eligible to receive federal grant funds under United States Code, Title 49, Section 5307 ("Section 5307") for transit operating and capital projects and Section 5339(c); and,

WHEREAS, GPTD has been working collaboratively with the State of Maine, the Greater Portland Council of Governments and Portland Area Comprehensive Transportation System (PACTS) serving as the Metropolitan Planning Organization for the Portland, ME Urbanized Areas, the Center for Transportation and the Environment and Shuttlebus-Zoom to develop the scope, costs and benefits of a multi-agency electric bus project ("the Project").

WHEREAS, the State of Maine has agreed to submit a single grant application to FTA's Section 5339(c) Low-No Emissions Grant Program on behalf of GPTD and Shuttlebus Zoom and contribute up to \$3.0 million to support the Project.

WHEREAS, the PACTS Transit and Executive Committees have approved a Six Year Capital and Operating Program that includes \$400,000 to support the Project.

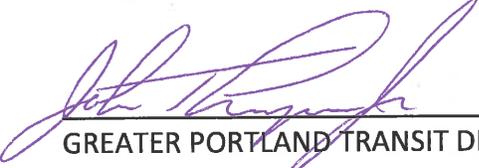
WHEREAS, the GPTD Board of Directors has been briefed on the costs and benefits associated with battery electric buses and understands the requirements of accepting the grant funds including the obligation to provide the necessary local share of the Project's costs; and,

WHEREAS, GPTD intends to comply with all FTA requirements for financial assistance for the Project and to submit any necessary certificates, assurances and other documents to that effect;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER PORTLAND TRANSIT DISTRICT, as follows:

1. That GPTD shall commit up to \$250,000 as part of the Project's local match which is consistent with the local match figures programmed as part of GPTD's 2018-2022 Capital Improvement Program.
2. That the General Manager be authorized to approve GPTD's participation with the State of Maine to file the federal Section 5339(c) Low or No Emissions Grant Program on behalf of GPTD to secure funding for up to 4 battery electric buses and associated charging infrastructure manufactured by Proterra as well as project management, engineering and training costs.
3. That the General Manager is authorized to accept the offer of the FTA concerning the financing of the Project and to execute with the FTA grant agreements pertaining to financial assistance for the Project; and,
4. That the General Manager, subject to required procurement policies, is hereby authorized to execute all agreements and contracts with third parties, including affected local jurisdictions and utilities, in connection with this grant application and the Project; and,
5. That GPTD hereby authorizes the General Manager to execute the certification and agreement required by the Labor Protection provisions of 49 U.S.C. 5333 (b) and to execute and file such other certifications, assurances and documents with the FTA as may be required by the FTA in connection with federal grant assistance for the Project.
6. That GPTD shall adopt a goal of achieving a zero-emission public transit fleet by 2040.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE GREATER PORTLAND TRANSIT DISTRICT, this 13 day of JUNE, 2018.

  
\_\_\_\_\_  
GREATER PORTLAND TRANSIT DISTRICT  
BOARD PRESIDENT

ATTEST:

  
\_\_\_\_\_  
GREATER PORTLAND TRANSIT DISTRICT  
BOARD SECRETARY

# GREATER PORTLAND TRANSIT DISTRICT

## 10 YEAR FLEET MANAGEMENT/PROCUREMENT PLAN

Updated June 2018

**Goals:**

- 1 Replace heavy duty buses no later than 14 years or 550,000 miles; replace medium duty buses no later than 7 years or 200,000 miles.
- 2 Maintain an average fleet age of 6-7 years to optimize operating/maintenance costs and service reliability.
- 3 Maintain low variability between sub-fleet ages by cycling in fewer replacement buses more frequently.
- 4 Maximize federal discretionary and state funding for fleet replacement to preserve funding in the Portland, ME UZA's Federal 5307 Urbanized Area Formula Program.
- 5 Transition to zero emission buses by 2040.
- 6 Until transition to be zero-emission buses is complete, maintain a mix of diesel and CNG buses to ensure service continuity in the event of fuel disruptions as well as preserve overall price stability.

Vehicle Class/Type	Manufacturer	Fuel Type	Prod. Year	Useful Life (Yrs)	Federal Funding Programmed	2017		2018		2019		2020		2021		2022		2023		2024		2025		2026		2027		2028	
						Qty	Age	Qty	Age	Qty	Age	Qty	Age	Qty	Age	Qty	Age	Qty	Age	Qty	Age	Qty	Age	Qty	Age	Qty	Age	Qty	Age
Large Heavy Duty	Gillig	Diesel	1996	12	Yes (5307)	4	21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Large Heavy Duty	Gillig	Diesel	1997	12	Yes (5307)	1	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Large Heavy Duty	Gillig	Diesel	2004	12	Yes (5307)	4	13	4	14	4	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Large Heavy Duty	Orion	CNG	2005	12	Yes (5307)	13	12	13	13	7	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Large Heavy Duty	Gillig	Diesel	2011	12	Yes (5307)	7	6	7	7	7	8	7	9	7	10	7	11	7	12	5	13	3	14	0	0	0	0	0	
Large Heavy Duty	Gillig	CNG	2014	12	Yes (5307)	5	3	5	4	5	5	5	6	5	7	5	8	5	9	5	10	5	11	5	12	2	13	0	0
Mid-size Medium Duty	Arboc	Diesel	2016	7	Yes (5307)	3	1	3	2	3	3	3	4	3	5	3	6	3	7	1	8	0	0	0	0	0	0	0	0
Mid-size Medium Duty	Arboc	Diesel	2017	7	Yes (5307)	1	0	1	1	1	2	1	3	1	4	1	5	1	6	1	7	0	0	0	0	0	0	0	0
Large Heavy Duty	New Flyer	CNG	2018	12	Yes (5307)	0	0	5	0	5	1	5	2	5	3	5	4	5	5	5	6	5	7	5	8	5	9	5	10
Large Heavy Duty	New Flyer	Diesel	2018	12	Yes (5307)	0	0	6	0	6	1	6	2	6	3	6	4	6	5	6	6	6	7	6	8	6	9	6	10
Large Heavy Duty	New Flyer	CNG	2019	12	Yes (5307)	0	0	0	0	6	0	6	1	6	2	6	3	6	4	6	5	6	6	6	7	6	8	6	9
Large Heavy Duty	New Flyer	CNG	2020	12	4 Programmed (5307); 3 Proposed (5339b)	0	0	0	0	0	0	7	0	7	1	7	2	7	3	7	4	7	5	7	6	7	7	7	8
Large Heavy Duty	Proterra	BEB	2020	12	Proposed FTA-Low No (5339c)	0	0	0	0	0	0	4	0	4	1	4	2	4	3	4	4	4	5	4	6	4	7	4	8
Large Heavy Duty	TBD	BEB	2024	12	No-beyond CIP/SYCOP Timeframes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	4	1	4	2	4	3	4	4
Large Heavy Duty	TBD	BEB	2025	12	No-beyond CIP/SYCOP Timeframes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	4	1	4	2	4	3
Large Heavy Duty	TBD	BEB	2026	12	No-beyond CIP/SYCOP Timeframes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	3	1	3	2
Large Heavy Duty	TBD	BEB	2027	12	No-beyond CIP/SYCOP Timeframes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	3	1
Large Heavy Duty	TBD	BEB	2028	12	No-beyond CIP/SYCOP Timeframes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0
<b>TOTAL FLEET &amp; AVERAGE AGE</b>						<b>38</b>	<b>10</b>	<b>44</b>	<b>7</b>	<b>44</b>	<b>6</b>	<b>44</b>	<b>3</b>	<b>44</b>	<b>4</b>	<b>44</b>	<b>5</b>	<b>44</b>	<b>6</b>										
<b>% FLEET BEYOND USEFUL LIFE</b>							<b>13%</b>		<b>0%</b>		<b>9%</b>		<b>0%</b>																

Optimized Fleet Replacement

**Color Coding for Heavy Duty Useful Life Benchmarks**

- Active Fleet: 0-11 Years of Age
- Active Fleet: 12-14 Years of Age
- Active Fleet: 15+ Years of Age
- Inactive Fleet

**Notes:**

- 1 Fleet quantities are based on the anticipated active fleet as of December 31 in each given year.
- 2 The anticipated low average fleet age in 2020 and 2021 is principally due to a need to replace the thirteen (13) CNG buses before 2020 when CNG fuel tank certifications expire.
- 3 BEB: Battery Electric Buses
- 4 5307: Refers to FTA Section 5307 Urbanized Area Formula Funding Program - this is GPTD's primary source of operating and capital funding and is programmed by PACTS.
- 5 5339b: Refers to FTA Section 5339b Bus and Bus Facilities Discretionary Grant Program - GPTD will be submitting a grant for 3 buses during the 2018 competitive cycle.
- 6 5339c: Refers to FTA Section 5339c Low-No Emission Discretionary Grant Program - GPTD will be submitting a grant for 4 electric buses during the 2018 competitive cycle.
- 7 CIP: Refers to GPTD's 2018-2022 Capital Improvement Program.
- 8 SYCOP: Refers to the PACTS Six Year Operating and Capital Program (2018-2023) which is the tool through which the region's transit agencies program federal funds.



**DATE:** FEBRUARY 18, 2026

**TO:** CHAD HEID  
GREATER PORTLAND METRO  
21 ELM ST,  
PORTLAND, ME 04101

**FROM:** DOUG TEATOR, PE  
ROSANNE LUBECK, AICP

**SUBJECT:** FEDERAL FUNDING SUMMARY AND ROUGH ORDER OF MAGNITUDE COST ESTIMATES

**CC:** METRO STAFF

**2024-2025 FEDERAL FUNDING SUMMARY**

With the change in administrations from FY 2024 to FY 2025 funding, changes in patterns of funded projects through the Low/No and Bus & Bus Facilities programs were noted through awards:

- Funding in 2025 increased by \$500m overall.
- Awards for electric bus purchases dropped from 35% of funded equipment in 2024 to 0% in 2025.
- Awards for CNG buses grew from 9% in 2024 to 20% in 2025, and Hybrid from 17% to 32%.
- Overall, the program grew from 117 total awards to 165 total awards. Blended projects (both facilities and fleet) lowered in numbers awarded while fleet-only projects increased dramatically.

**CAPITAL COST SUMMARY**

LaBella has prepared conceptual "rough order of magnitude" (ROM) estimates based on the alternatives developed and presented to GP Metro staff on February 3<sup>rd</sup>, 2026, focused on redeveloping Metro's existing property at 114 Valley Street.

Base Building Program:

Alternative	# of Vehicles Stored <sup>1</sup>	Estimated ROM Cost
1	118	\$82,700,000
2	166	\$96,600,000
3	139	\$101,000,000

## Electric Charging Add-On

Alternative	# of Vehicles Stored <sup>1</sup>	Cost per Bus	Estimated ROM Cost
1	118	\$630,000 <sup>2</sup>	\$74,340,000
2	166	\$630,000 <sup>2</sup>	\$104,580,000
3	139	\$630,000 <sup>2</sup>	\$87,570,000
Battery Storage			\$1,900,000
Service Upgrades			\$500,000
<b>Cost Range<sup>3</sup></b>			<b>\$76M to \$107M</b>

<sup>1</sup> = number of 40' buses

<sup>2</sup> = from Hatch report, page 38, for pantograph chargers and dispensers (2022)

<sup>3</sup> = variables include the number of chargers running each dispenser; cost assumptions are for retrofit scenarios

Key assumptions are listed below:

- The estimated costs were developed using unit prices reflective of the identified program areas, including parking, administrative office, heavy maintenance and vehicle storage. The costs presented are in 2026 dollars, with an inflation factor to 2030, which is the assumed groundbreaking date.
- A contingency is carried that is reflective of the status of completed due diligence activities (none) and A&E progress (early schematic)
- Contingency will be reduced as activities advance for the selected alternative
- Comparable peer:
  - Luzerne County, PA
    - 12 acre site, 215,000 sf (88 revenue vehicles), \$85.6M opening in 2024 (CNG, no charging)
- Electric charging add-on assumptions
  - Current chargers are plug-ins
  - Plug-in chargers are not operationally viable at the scale of the current fleet or the expanded fleet GP Metro is considering. These are not included in this estimate
  - Hatch report identified unit costs for a pantograph charger, a battery backup system and electric service considerations.
  - Cost inputs from Hatch report were based on an order of magnitude of 100 vehicles
  - Additional reference points:
    - CDTA: \$13M for 18 chargers and dispensers = \$720,000 per bus

**2255018 - GP Metro Facilities Alternative Analysis**

February 18, 2026

**Description of Major Improvements:**

Option 1: 118 Buses, Current Site + 151 St. John

Approximate ROW required:

SF **0.0000** Acres

ITEM DESCRIPTION	UNITS	PRICE	QUANTITY	TOTAL
<b>CIVIL</b>				
PARKING (FULL DEPTH 4" PAVEMENT)	SF	\$8.00	42000	\$336,000
ACCESS ROAD/CIRCULATING (FULL DEPTH 8" PAVEMENT)	SF	\$16.00	29500	\$472,000
EARTHWORK (CUT/REMOVAL)	CY	\$30.00	4500	\$135,000
EARTHWORK (FILL)	LS	\$40,000.00	1	\$40,000
DRAINAGE	LS	\$250,000.00	1	\$250,000
LIGHTING	LS	\$500,000.00	1	\$500,000
SEWER/WATER	LS	\$100,000.00	1	\$100,000
ELECTRIC SERVICE/DISTRIBUTION	LS	\$150,000.00	1	\$150,000
ENVIRONMENTAL (REMEDIATION)	LS	\$0.00	0	\$0
ENVIRONMENTAL (DUE DILIGENCE)	LS	\$0.00	0	\$0
STORMWATER MANAGEMENT (SWPPP)	LS	\$0.00	0	\$0
OFFSITE IMPROVEMENTS	LS	\$0.00	0	\$0
<b>ARCHITECTURE</b>				
ADMIN BUILDING	SF	\$375.00	35200	\$13,200,000
MAINTENANCE BUILDING	SF	\$250.00	55800	\$13,950,000
STORAGE BUILDING	SF	\$175.00	96500	\$16,887,500
EQUIPMENT/INDUSTRIAL (LIFTS, WASH, FUEL)	LS	\$0.00	0	\$0
CHARGING EQUIPMENT	LS	\$0.00	0	\$0
DEMOLITION 1 (151 ST JOHN STREET)	SF	\$10.00	34500	\$345,000
DEMOLITION 2 (114 VALLEY STREET BLDG 1)	SF	\$10.00	29500	\$295,000
DEMOLITION 3 (114 VALLEY STREET BLDG 2)	SF	\$10.00	33500	\$335,000
DEMOLITION 4 (75 ST JOHN STREET)	SF	\$0.00	20500	\$0
CONTINGENCY	LS	35%	1	\$16,448,500

**CONSTRUCTION SUBTOTAL: \$ 63,444,000**

<b>PROFESSIONAL SERVICES + SOFT COSTS</b>				
A&E, SURVEY, GEOTECHNICAL, ENVIRONMENTAL, PERMITTING	LS	5%	1	\$3,172,200
CONSTRUCTION PHASE SERVICES	LS	5%	1	\$3,172,200

<b>LAND COSTS</b>				
151 ST JOHN STREET	SF	\$69.69	73181	\$5,100,000
75 ST JOHN STREET	SF	\$0.00	30287	\$0

**PROJECT TOTAL (2026): \$ 74,900,000**

**PROJECT TOTAL (2030 @ 2.5%/yr): \$ 82,700,000**

**Assumptions**

LAND COSTS = derived from estimated value of 151 St. John St.

This estimate does not assume charging equipment.

\$0 Estimates = Costs need further definition.

Inflation = 10.38% more than present day value in 2030, using 2.5% rate per year



## 2255018 - GP Metro Facilities Alternative Analysis

February 18, 2026

### Description of Major Improvements:

Option 2: 166 Buses, Current Site + 151 St. John and 75 St. John (north to south option)

Approximate ROW required:

SF 0.0000 Acres

ITEM DESCRIPTION	UNITS	PRICE	QUANTITY	TOTAL
<b>CIVIL</b>				
PARKING (FULL DEPTH 4" PAVEMENT)	SF	\$8.00	42000	\$336,000
ACCESS ROAD/CIRCULATING (FULL DEPTH 8" PAVEMENT)	SF	\$16.00	51500	\$824,000
EARTHWORK (CUT/REMOVAL)	CY	\$30.00	6000	\$180,000
EARTHWORK (FILL)	LS	\$55,000.00	1	\$55,000
DRAINAGE	LS	\$250,000.00	1	\$250,000
LIGHTING	LS	\$500,000.00	1	\$500,000
SEWER/WATER	LS	\$100,000.00	1	\$100,000
ELECTRIC SERVICE/DISTRIBUTION	LS	\$150,000.00	1	\$150,000
ENVIRONMENTAL (REMEDIATION)	LS	\$0.00	0	\$0
ENVIRONMENTAL (DUE DILIGENCE)	LS	\$0.00	0	\$0
STORMWATER MANAGEMENT (SWPPP)	LS	\$0.00	0	\$0
OFFSITE IMPROVEMENTS	LS	\$0.00	0	\$0
<b>ARCHITECTURE</b>				
ADMIN BUILDING	SF	\$375.00	35200	\$13,200,000
MAINTENANCE BUILDING	SF	\$250.00	55800	\$13,950,000
STORAGE BUILDING	SF	\$175.00	133150	\$23,301,250
EQUIPMENT/INDUSTRIAL (LIFTS, WASH, FUEL)	LS	\$0.00	0	\$0
CHARGING EQUIPMENT	LS	\$0.00	0	\$0
DEMOLITION 1 (151 ST JOHN STREET)	SF	\$10.00	34500	\$345,000
DEMOLITION 2 (114 VALLEY STREET BLDG 1)	SF	\$10.00	29500	\$295,000
DEMOLITION 3 (114 VALLEY STREET BLDG 2)	SF	\$10.00	33500	\$335,000
DEMOLITION 4 (75 ST JOHN STREET)	SF	\$10.00	20500	\$205,000
CONTINGENCY	LS	35%	1	\$18,909,200
<b>CONSTRUCTION SUBTOTAL:</b>				<b>\$ 72,936,000</b>

<b>PROFESSIONAL SERVICES + SOFT COSTS</b>				
A&E, SURVEY, GEOTECHNICAL, ENVIRONMENTAL, PERMITTING	LS	5%	1	\$3,646,800
CONSTRUCTION PHASE SERVICES	LS	5%	1	\$3,646,800

<b>LAND COSTS</b>				
151 ST JOHN STREET	SF	\$69.69	73181	\$5,100,000
75 ST JOHN STREET	SF	\$69.69	30287	\$2,110,713

PROJECT TOTAL (2026): \$ 87,500,000  
 PROJECT TOTAL (2030 @ 2.5%/yr): \$ 96,600,000

### Assumptions

LAND COSTS = derived from estimated value of 151 St. John St.

This estimate does not assume charging equipment.

\$0 Estimates = Costs need further definition.

Inflation = 10.38% more than present day value in 2030, using 2.5% rate per year



**2255018 - GP Metro Facilities Alternative Analysis**

February 18, 2026

**Description of Major Improvements:**

Option 3: 139 Buses, Current Site + 151 St. John and 75 St. John (south to north option)

Approximate ROW required:

SF **0.0000** Acres

ITEM DESCRIPTION	UNITS	PRICE	QUANTITY	TOTAL
<b>CIVIL</b>				
PARKING (FULL DEPTH 4" PAVEMENT)	SF	\$8.00	30500	\$244,000
ACCESS ROAD/CIRCULATING (FULL DEPTH 8" PAVEMENT)	SF	\$16.00	25500	\$408,000
EARTHWORK (CUT/REMOVAL)	CY	\$30.00	3500	\$105,000
EARTHWORK (FILL)	LS	\$55,000.00	1	\$55,000
DRAINAGE	LS	\$250,000.00	1	\$250,000
LIGHTING	LS	\$500,000.00	1	\$500,000
SEWER/WATER	LS	\$100,000.00	1	\$100,000
ELECTRIC SERVICE/DISTRIBUTION	LS	\$150,000.00	1	\$150,000
ENVIRONMENTAL (REMEDIATION)	LS	\$0.00	0	\$0
ENVIRONMENTAL (DUE DILIGENCE)	LS	\$0.00	0	\$0
STORMWATER MANAGEMENT (SWPPP)	LS	\$0.00	0	\$0
OFFSITE IMPROVEMENTS	LS	\$0.00	0	\$0
<b>ARCHITECTURE</b>				
ADMIN BUILDING	SF	\$375.00	47800	\$17,925,000
MAINTENANCE BUILDING	SF	\$250.00	65300	\$16,325,000
STORAGE BUILDING	SF	\$175.00	111150	\$19,451,250
EQUIPMENT/INDUSTRIAL (LIFTS, WASH, FUEL)	LS	\$0.00	0	\$0
CHARGING EQUIPMENT	LS	\$0.00	0	\$0
DEMOLITION 1 (151 ST JOHN STREET)	SF	\$10.00	34500	\$345,000
DEMOLITION 2 (114 VALLEY STREET BLDG 1)	SF	\$10.00	29500	\$295,000
DEMOLITION 3 (114 VALLEY STREET BLDG 2)	SF	\$10.00	33500	\$335,000
DEMOLITION 4 (75 ST JOHN STREET)	SF	\$10.00	20500	\$205,000
CONTINGENCY	LS	35%	1	\$19,842,700

**CONSTRUCTION SUBTOTAL: \$ 76,536,000**

<b>PROFESSIONAL SERVICES + SOFT COSTS</b>				
A&E, SURVEY, GEOTECHNICAL, ENVIRONMENTAL, PERMITTING	LS	5%	1	\$3,826,800
CONSTRUCTION PHASE SERVICES	LS	5%	1	\$3,826,800

<b>LAND COSTS</b>				
151 ST JOHN STREET	SF	\$69.69	73181	\$5,100,000
75 ST JOHN STREET	SF	\$69.69	30287	\$2,110,713

**PROJECT TOTAL (2026): \$ 91,500,000**

**PROJECT TOTAL (2030 @ 2.5%/yr): \$ 101,000,000**

**Assumptions**

LAND COSTS = derived from estimated value of 151 St. John St.

This estimate does not assume charging equipment.

\$0 Estimates = Costs need further definition.

Inflation = 10.38% more than present day value in 2030, using 2.5% rate per year