

# Executive Committee

March 25, 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 February 23, 2026 Executive Committee Meeting.	Ed Suslovic, Board President	<b>ACTION</b>
<b>4. Non-Union Salary Plan (3:35-3:50)</b> Staff in cooperation with Metro's consultant (Career Management Associates) will present recommended adjustments to Metro's non-union salary plan.	Glenn Fenton, Executive Director	<b>ACTION</b>
<b>5. Fare Policy Update (3:50-4:10)</b> Staff will present the preliminary recommendations for adjustment to the regional fare policy, including estimated impacts on ridership and revenue.	Glenn Fenton, Executive Director	Information
<b>6. Intergovernmental Agreement (4:10-4:25)</b> Review draft Intergovernmental Agreement (IGA) between Metro and the Town of Scarborough for new transit service planned for implementation in 2026.	Glenn Fenton, Executive Director	Information

<p><b>7. Procurement Exception Request (4:25-4:35)</b> Review and approve a retro-active procurement exception for Metro’s complementary ADA service contract with the Regional Transportation Program (RTP).</p>	<p>Glenn Fenton, Executive Director</p>	<p><b>ACTION</b></p>
<p><b>8. Executive Director’s Report (4:35-4:40)</b> The Executive Director will provide updates pertaining to Metro operations, service performance, external affairs and major projects and initiatives.</p>	<p>Glenn Fenton, Executive Director</p>	<p>Information</p>
<p><b>9. Future Agenda Items (4:40-4:45)</b></p> <ul style="list-style-type: none"> <li>• Rock Row Service Agreement</li> <li>• Fare Policy Update</li> <li>• Triennial Review</li> <li>• Executive Director’s Performance Review</li> <li>• PACTS Funding Formula</li> </ul>	<p>Ed Suslovic, Board President</p>	<p>Information</p>
<p><b>10. Upcoming Meetings (4:40-4:45)</b></p> <ul style="list-style-type: none"> <li>• Facility Planning Committee – March 31, 2026 at 2:30 pm</li> <li>• Finance Committee – April 1, 2026 at 3:00 pm</li> <li>• Mkt/Coms Committee – April 8, 2026 at 3:30 pm</li> <li>• Plan/Ops Committee – April 15, 2026 at 10:30 am</li> <li>• Advocacy Committee – April 16, 2026 at 3:00 pm</li> <li>• Executive Committee – April 22, 2026 at 3:30 pm</li> </ul>	<p>Ed Suslovic, Board President</p>	<p>Information</p>
<p><b>11. Adjournment (4:45)</b></p>	<p>Ed Suslovic, Board President</p>	<p><b>ACTION</b></p>

*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**  
**February 23, 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	Present
Bill Rixon	Freeport	Board Member	Present

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 January 28, 2026 Executive Committee meeting minutes:** Linda Cohen motioned to accept the minutes; it was seconded by Josh Reny. The motion was approved unanimously following a roll call vote.
- IV. **Agency Safety Plan Update:** Chad Heid presented the updates for Metro’s Agency Safety Plan for Approval. John Thompson motioned to approve the safety plan; it was seconded by Hope Cahan. After some conversation about Metro’s safety record and what constitutes “assault,” the motion was approved unanimously following a roll call vote. The Safety Plan update will be ratified by the Board at its next meeting.
- V. **MATI Pass Program:** Glenn Fenton reviewed the program and a pass agreement with Cumberland County to facilitate a pilot project for a regional low income bus pass program. Hope Cahan motioned to accept the project; it was seconded by Josh Reny. The motion was approved unanimously following a roll call vote.
- VI. **Metro Zero Emissions 2040 Goal:** Glenn Fenton presented an updated analysis on the impacts of pursuing Metro’s current 2040 zero emissions goal and offered possible alternatives to Metro’s current fleet transition plan. Glenn recommended changing the goal from zero emission

to increased ridership, which will also offset emissions, is measurable, and focusses on Metro's core mission. John Thompson moved to recommend the full board approve the plan and adopt a new resolution to substitute a ridership goal at its next meeting; Linda Cohen seconded. Discussion included a request to keep the current resolution to watch the tech as it changes and to monitor ridership; the question of reinstating the resolution as new opportunities arise.

Hope Cahan offered an amendment to the motion to include developing plan for increasing ridership, and to have regular reports on the ridership and the changes in zero emissions tech and funding at least annually; Linda Cohen seconded. The amendment was approved unanimously following a roll call vote.

The original motion as amended was approved unanimously following a roll call vote.

**VII. Future Agenda Items**

- Rock Row Service Agreement
- Non-Union Salary Plan Update
- Fare Policy Update
- Executive Director's Performance Review
- PACTS Initiatives and Reforms (Ongoing)

**VIII. Upcoming Meetings**

- 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
- Finance Committee – March 4, 2026 at 3:00 pm
- Advocacy Committee – March 19, 2026 at 3:00 pm
- Executive Committee – March 25, 2026 at 3:30 pm

**IX. Adjournment:** Hope Cahan motioned to adjourn; Linda Cohen seconded. Meeting was adjourned at 4:21 pm.

**DATE**

March 25, 2026

**SUBJECT**

Non-union Salary Plan

**PURPOSE**

Review and approve the updated Non-union Salary Plan

**BACKGROUND/ANALYSIS**

Metro's Non-Union Salary Plan was approved by the Board of Director's on June 1, 2022. Within the plan, a salary survey was to be completed every two years. The presented plan represents the results of the first two-year salary survey completed by Career Management Associates (CMA), in coordination with staff.

*Project Overview & Objectives*

CMA to conducted a comprehensive compensation study to ensure the organization remains competitive and equitable. The primary goals were to assess external market competitiveness (targeting the 50th percentile), address internal pay compression, and update the pay structure for 2026.

*Methodology*

The study utilized job analysis of 25 benchmark positions and market benchmarking using multiple validated data sources. CMA prioritized actual job duties and responsibilities over job titles during position matching.

**Key Findings**

- Structure Lag: The existing pay structure required moderate adjustments to keep pace with the external labor market.
- Management Gaps: Several management-level roles were identified as being below market value.
- Compression: Structural adjustments were necessary to resolve pay compression between different job classifications.
- Flexibility: Higher-level bands required more flexibility to improve recruitment and retention.

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**Major Recommendations & Structural Changes****1. Immediate Pay Structure Adjustments**

- Step Progression: The current 3% progression between steps was found to be competitive and remains unchanged.

#### Range & Band Enhancements

- Expanded Range Spread: Bands A, B, and C: Increased from 10 to 11 steps, moving the range spread from 34% to 38%.
  - Bands D and E: Range spread increased to 43%.
- New Manager Band: Added Pay Band D4 to accommodate roles facing upward market pressure.
- Open Pay Ranges: Implemented "Open Ranges" (no formal steps) above Step 6 for all Manager bands (D1–D4) to provide recruitment flexibility.
- Director Simplification: Reduced Director bands from three to two (E1 and E2) to eliminate compression with Manager roles.

#### Critical Job Reclassifications

Based on the 50th percentile market target, the following reclassifications are recommended:

- IT & HR Managers: Moved to the new D4 band.
- Accounting Manager: Moved from D2 to D3.
- Market Manager: Moved from D1 to D2.
- Transit Operations Manager: Moved to D4.

#### FISCAL IMPACT

Staff estimate the impact of the above reclassification to be around \$10,000 for FY 2026.

- *Annual Step Increases* – No 2026 impact (already factored in to the 2026 budget).
- *Annual COLA Adjustment* – No 2026 impact (already factored in to the 2026 budget).
- Funding and/or Cost Offsets – salary savings associated with current open positions will offset this expense.

#### PRIOR COMMITTEE ACTION

- Executive Committee (March 9, 2022) – Initial staff presentation, discussion and input.
- Executive Committee (May 18, 2022) – Follow-up review and committee action recommending the Non-union Salary Plan for Board approval.
- Board of Directors (June 1, 2022) – Board Approval.

#### RECOMMENDATION

Approve the Non-union Salary Plan as presented.

#### CONTACT

Glenn Fenton  
Executive Director  
207-517-3025  
[gffenton@gpmetro.org](mailto:gffenton@gpmetro.org)

#### ATTACHMENTS

Attachment A- CMA Compensation Study Executive Study Report and Proposed Salary Plan

Attachment B- Non-Union Salary Plan Administration Policy  
Attachment C- Current Non-Union Salary Plan

# Executive Summary Report

## Compensation Market Study & Pay Structure Update Greater Portland Metro March 16, 2026

### 1. Project Overview

Greater Portland Metro engaged Career Management Associates (CMA) to conduct a comprehensive compensation market study and pay structure review to ensure the Organization's compensation program remains competitive, equitable, and aligned with its strategic objectives.

The study was designed to:

- Assess external market competitiveness for all positions
- Identify and address potential internal equity and pay compression concerns
- Review and update the pay structure to ensure competitiveness
- Provide actionable, fiscally responsible recommendations

This effort reflects best practices in public sector compensation management, including market benchmarking, structured pay design, and equity analysis.

### 2. Scope of Work

The project was completed in six (6) structured phases consistent with professional best practices for public sector compensation studies:

#### Phase 1: Planning & Project Launch

- Established project scope, timeline, and deliverables
- Identified key stakeholders and communication protocols
- Collected relevant policies, job descriptions, and compensation data

#### Phase 2: Job Analysis

- Conducted targeted job analysis for approximately 25 benchmark positions
- Reviewed job descriptions and validated duties with management
- Defined minimum qualifications and reasonable recruitment markets

#### Phase 3: Market Study

- Clarified compensation philosophy and peer group parameters
- Collected and analyzed compensation data (base pay, incentives, total cash)
- Developed market benchmarks using multiple validated data sources

#### Phase 4: Pay Structure Review

- Evaluated current pay structure design elements (steps, ranges, midpoints, etc.)
- Evaluated current job classifications against market findings
- Assessed internal equity and pay compression cross job classifications
- Developed recommendations for updated pay structure and grade assignments

#### Phase 5: Compensation Analysis

- Assessed external competitiveness of current employee pay rates
- Estimated implementation costs for recommended adjustments

#### Phase 6: Reporting & Presentation

- Prepared findings and recommendations
- Delivered results and guidance for implementation

### 3. Methodology & Best Practices

This study followed recognized compensation best practices:

- **Market Benchmarking:** Utilizing multiple reputable compensation data sources to establish reliable market values in reasonable recruitment areas
- **Position Matching:** Aligning internal roles with equivalent external positions for market pricing, focusing on duties, responsibilities and minimum requirements rather than job titles.
- **Compensation Philosophy Alignment:** Ensuring market valuations and recommendations reflect the Organization's desired market position (e.g., 50th percentile)
- **Internal Equity Analysis:** Evaluating relationships between jobs to maintain logical pay hierarchy and reducing pay compression risks
- **Structured Pay Design:** Ensuring pay bands, midpoint progressions, and range spreads reflect best practices and enhance market competitiveness

### 4. Key Findings

The analysis identified several important themes:

- The existing pay structure required moderate adjustments to reflect internal equity and remain competitive with the reasonable external labor market
- The current 3% step progression methodology remains competitive and appropriate
- Certain management-level positions were below market and required reclassification
- Structural adjustments were needed to address compression between job classifications
- Opportunities existed to improve range flexibility, particularly at higher levels

### 5. Summary of Recommendations

#### 5.1 Pay Structure Adjustment

- Increase step values by a 3% Cost of Living Adjustment (COLA) to reflect market movement for updated 2026 pay structure. Effective date of pay structure: 1/1/2026.
  - This aligns with recent compensation trends reported by WorldatWork

## 5.2 Expand Pay Range Spread

- Add one additional step to Pay Bands A, B, and C (from 10 steps to 11)
  - Increases range spread from 34% to 38%
- Increase range spread for Pay Bands D and E to 43%
  - Improves competitiveness and supports employee progression

## 5.3 Maintain Step Progression

- Retain current 3% step progression between pay steps
  - Confirmed as competitive and consistent with market benchmarks

## 5.4 Manager-Level Structure Enhancement

- Add new Pay Band D4 for Manager job classifications
  - Addresses upward market pressure on key management roles and improves classification differentiation based on market valuations

## 5.5 Addition of Open Pay Ranges

- Implement open ranges above Step 6 for Manager bands (D1–D4) consistent with Director bands (E1–E2)
  - Enhances flexibility for recruitment and retention

## 5.6 Director-Level Structure Simplification

- Reduce Director pay bands from three to two (E1 and E2)
- Adjust midpoint progressions to create new step values:
  - Improve differentiation between levels
  - Eliminate compression between Manager and Director roles

## 5.7 Job Reclassifications

Based upon results of the market study (50th percentile targeting), the following adjustments are recommended:

- Market Manager: D1 → D2
- Accounting Manager: D2 → D3
- IT Manager: D2 → D4
- HR Manager: D3 → D4
- Transit Operations Manager: D3 → D4

## 6. Conclusion

The compensation study delivers an updated pay structure for Greater Portland Metro that reflects both current market standards and the needs of the Organization. These recommendations will enhance the Organization's ability to attract and retain top talent, address internal pay equity and compression issues, and ensure greater adaptability to support future workforce requirements.

For additional information, please contact:

Charles Wilkinson  
Compensation Practice Leader  
Career Management Associates  
cwilkinson@CMAcareer.com

# EXHIBIT A

## DETAILED UPDATE RECOMMENDATIONS Compensation Market Study & Pay Structure Update

Detailed Description of Recommendations Based On Results of the 2026 Compensation Study

### 1. PAY STRUCTURE ADJUSTMENT

Step values in the 1.1.2025 Step Progression Pay Structure were updated by a 3% Cost of Living Adjustment (COLA) to reflect market movement for updated 2026 pay structure. Effective date of pay structure: 1/1/2026. This adjustment percentage is consistent with benchmarking data from recent *World At Work* surveys.

### 2. EXPAND PAY RANGE SPREAD

One additional Step was added to all A, B and C Pay Bands. This increased the Range Spread for these Pay Bands from 34% to 38% for improved market competitiveness. These Bands now have 11 Steps rather than 10 Steps. The Range Spread for Pay Bands D and E increased from 34% to 43% to improve market competitiveness.

### 3. MAINTAIN STEP PROGRESSION

The Step Progression value of 3% between Steps is retained with no change recommended. This progression value is considered market competitive and consistent with benchmarking data from recent *World At Work* surveys.

### 4. MANAGER-LEVEL STRUCTURE ENHANCEMENT

One additional Pay Band (D4) was added to the top of the Manager job classification. This additional Pay Band was deemed necessary to reclassify several manager roles with increased market values based upon results of the compensation study.

### 5. ADDITION OF OPEN PAY RANGES

Open pay ranges (without formal steps) were created above Step 6 in Pay Bands D1, D2, D3 and D4 in the Manager job classification to provide more flexibility and better ensure market competitiveness. This open pay range approach aligns with this feature of the E Pay Bands in the Director job classification.

### 6. DIRECTOR-LEVEL STRUCTURE SIMPLIFICATION

With the addition of new Pay Band D4 in the Manager job classification, the number of E Pay Bands were reduced from three (3) to two (2). Step values in the current E1 Pay Band were removed to eliminate pay compression between the D4 and E1 Pay Bands. New Step values were created for E1 using a 13% midpoint progression (down from 16% previously). New Step values were created for E2 using a 9% midpoint progression, up from 6% previously. It was determined that two Pay Bands for the Director job classification were reasonable to differentiate jobs in this classification based upon results of the market study. Improved midpoint progressions eliminated pay compression concerns between job classifications and provided more market competitive differential between job classifications.

### 7. JOB RECLASSIFICATION

Based upon results of the compensation study, the following jobs were recommended for reassignment to new Pay Bands based upon 50th percentile market values:

- Market Manager: D1 → D2
- Accounting Manager: D2 → D3
- IT Manager: D2 → D4
- HR Manager: D3 → D4
- Transit Operations Manager: D3 → D4

# EXHIBIT B

## CURRENT COMPENSATION STRUCTURE

Step Progression Pay Plan – Effective 1/1/2026

### GREATER PORTLAND METRO STEP PROGRESSION PAY STRUCTURE 1.1.2026 Version 3C Final

3% Increase from 1.1.2025

Band / Grade		ENTRY	0	1	2	3	4	5	6	7	8	9	10	TOP	
Band / Grade		0	1	2	3	4	5	6	7	8	9	10	11		
Line Staff	Band A1	Hourly	\$19.41	\$19.98	\$20.59	\$21.21	\$21.84	\$22.50	\$23.16	\$23.87	\$24.58	\$25.32	\$26.08	\$26.86	
		Weekly	\$777	\$799	\$823	\$848	\$873	\$900	\$927	\$955	\$984	\$1,012	\$1,043	\$1,075	
		Annual	\$40,358	\$41,570	\$42,817	\$44,102	\$45,424	\$46,787	\$48,191	\$49,637	\$51,125	\$52,660	\$54,239	\$55,866	
	Band A2	Hourly	\$20.57	\$21.18	\$21.83	\$22.48	\$23.15	\$23.84	\$24.55	\$25.30	\$26.05	\$26.84	\$27.64	\$28.47	
		Weekly	\$823	\$847	\$872	\$899	\$926	\$954	\$983	\$1,012	\$1,043	\$1,073	\$1,106	\$1,139	
		Annual	\$42,785	\$44,056	\$45,396	\$46,759	\$48,144	\$49,597	\$51,074	\$52,618	\$54,185	\$55,820	\$57,500	\$59,225	
	Administrative Staff	Band B1	Hourly	\$22.68	\$23.36	\$24.06	\$24.78	\$25.53	\$26.30	\$27.09	\$27.89	\$28.74	\$29.59	\$30.49	\$31.40
			Weekly	\$907	\$934	\$963	\$992	\$1,021	\$1,052	\$1,084	\$1,115	\$1,149	\$1,183	\$1,220	\$1,256
			Annual	\$47,180	\$48,595	\$50,054	\$51,556	\$53,102	\$54,695	\$56,336	\$58,026	\$59,767	\$61,560	\$63,407	\$65,309
Band B2		Hourly	\$24.32	\$25.05	\$25.80	\$26.58	\$27.38	\$28.20	\$29.05	\$29.91	\$30.81	\$31.73	\$32.69	\$33.67	
		Weekly	\$973	\$1,002	\$1,032	\$1,063	\$1,095	\$1,128	\$1,162	\$1,197	\$1,233	\$1,269	\$1,307	\$1,346	
		Annual	\$50,591	\$52,109	\$53,672	\$55,282	\$56,940	\$58,648	\$60,408	\$62,220	\$64,087	\$66,010	\$67,990	\$70,030	
Band C1		Hourly	\$25.97	\$26.74	\$27.54	\$28.37	\$29.22	\$30.10	\$31.00	\$31.93	\$32.89	\$33.88	\$34.89	\$35.93	
		Weekly	\$1,038	\$1,069	\$1,102	\$1,135	\$1,169	\$1,204	\$1,240	\$1,277	\$1,315	\$1,355	\$1,396	\$1,438	
		Annual	\$54,002	\$55,621	\$57,291	\$59,009	\$60,779	\$62,602	\$64,481	\$66,415	\$68,407	\$70,459	\$72,574	\$74,751	
Specialists	Band C2	Hourly	\$29.24	\$30.12	\$31.02	\$31.95	\$32.91	\$33.90	\$34.92	\$35.97	\$37.04	\$38.15	\$39.29	\$40.47	
		Weekly	\$1,170	\$1,205	\$1,241	\$1,278	\$1,316	\$1,355	\$1,397	\$1,439	\$1,482	\$1,526	\$1,572	\$1,619	
		Annual	\$60,823	\$62,648	\$64,526	\$66,463	\$68,457	\$70,511	\$72,625	\$74,805	\$77,048	\$79,359	\$81,741	\$84,193	
	Band C3	Hourly	\$30.88	\$31.81	\$32.76	\$33.74	\$34.75	\$35.80	\$36.87	\$37.98	\$39.12	\$40.29	\$41.50	\$42.74	
		Weekly	\$1,235	\$1,272	\$1,310	\$1,349	\$1,391	\$1,432	\$1,475	\$1,519	\$1,565	\$1,612	\$1,660	\$1,710	
		Annual	\$64,233	\$66,160	\$68,145	\$70,189	\$72,295	\$74,464	\$76,698	\$78,999	\$81,369	\$83,810	\$86,324	\$88,914	
	Band C4	Hourly	\$32.52	\$33.50	\$34.51	\$35.54	\$36.61	\$37.70	\$38.83	\$39.99	\$41.20	\$42.44	\$43.70	\$45.01	
		Weekly	\$1,301	\$1,340	\$1,380	\$1,421	\$1,464	\$1,508	\$1,553	\$1,600	\$1,648	\$1,697	\$1,748	\$1,800	
		Annual	\$67,644	\$69,673	\$71,763	\$73,916	\$76,133	\$78,418	\$80,771	\$83,193	\$85,690	\$88,260	\$90,908	\$93,635	
Managers	Band D1	Hourly	\$35.52	\$36.60	\$37.69	\$38.82	\$39.98	\$41.19	\$42.43					\$50.66	
		Weekly	\$1,421	\$1,464	\$1,508	\$1,553	\$1,600	\$1,647	\$1,696					\$2,026	
		Annual	\$73,896	\$76,114	\$78,397	\$80,749	\$83,171	\$85,666	\$88,237					\$105,360	
	Band D2	Hourly	\$37.72	\$38.84	\$40.01	\$41.21	\$42.45	\$43.72	\$45.03					\$53.77	
		Weekly	\$1,509	\$1,554	\$1,601	\$1,648	\$1,697	\$1,749	\$1,801					\$2,150	
		Annual	\$78,444	\$80,797	\$83,222	\$85,719	\$88,290	\$90,939	\$93,666					\$111,843	
	Band D3	Hourly	\$39.90	\$41.10	\$42.33	\$43.60	\$44.91	\$46.26	\$47.64		OPEN RANGE				\$56.89
		Weekly	\$1,597	\$1,644	\$1,693	\$1,744	\$1,796	\$1,850	\$1,906						\$2,275
		Annual	\$82,992	\$85,482	\$88,045	\$90,687	\$93,408	\$96,210	\$99,096						\$118,326
	Band D4	Hourly	\$42.30	\$43.56	\$44.87	\$46.22	\$47.60	\$49.03	\$50.50						\$60.30
		Weekly	\$1,692	\$1,743	\$1,795	\$1,848	\$1,904	\$1,961	\$2,020						\$2,412
		Annual	\$87,976	\$90,611	\$93,336	\$96,129	\$99,013	\$101,988	\$105,031						\$125,425
Directors	Band E1	Hourly	\$47.83	\$49.26	\$50.74	\$52.26	\$53.83	\$55.44	\$57.11						\$70.23
		Weekly	\$1,913	\$1,970	\$2,030	\$2,090	\$2,153	\$2,218	\$2,284						\$2,809.27
		Annual	\$99,482	\$102,460	\$105,535	\$108,705	\$111,962	\$115,325	\$118,785						\$146,082
	Band E2	Hourly	\$52.14	\$53.71	\$55.32	\$56.98	\$58.68	\$60.45	\$62.27		OPEN RANGE				\$76.57
		Weekly	\$2,085	\$2,149	\$2,213	\$2,279	\$2,347	\$2,418	\$2,491						\$3,062.53
		Annual	\$108,460	\$111,708	\$115,069	\$118,521	\$122,063	\$125,742	\$129,514						\$159,264

STEP PROGRESSION: 3% Between Steps

# EXHIBIT C

## CURRENT COMPENSATION STRUCTURE

Step Progression Pay Plan – Effective 7/1/2026

### GREATER PORTLAND METRO STEP PROGRESSION PAY STRUCTURE 7.1.2026 Version

2% Increase from 1.1.2026

Band / Grade		ENTRY	0	1	2	3	4	5	6	7	8	9	10	TOP	
Line Staff	Band A1	Hourly	\$19.79	\$20.38	\$21.00	\$21.63	\$22.27	\$22.95	\$23.63	\$24.34	\$25.07	\$25.82	\$26.60	\$27.40	
		Weekly	\$792	\$815	\$840	\$865	\$891	\$918	\$945	\$974	\$1,003	\$1,033	\$1,064	\$1,096	
		Annual	\$41,170	\$42,394	\$43,683	\$44,994	\$46,327	\$47,726	\$49,146	\$50,632	\$52,140	\$53,713	\$55,330	\$56,990	
	Band A2	Hourly	\$20.98	\$21.60	\$22.26	\$22.93	\$23.61	\$24.32	\$25.05	\$25.80	\$26.57	\$27.37	\$28.20	\$29.04	
		Weekly	\$839	\$864	\$890	\$917	\$944	\$973	\$1,002	\$1,032	\$1,063	\$1,095	\$1,128	\$1,162	
		Annual	\$43,640	\$44,937	\$46,304	\$47,694	\$49,107	\$50,589	\$52,095	\$53,670	\$55,268	\$56,936	\$58,650	\$60,410	
Administrative Staff	Band B1	Hourly	\$23.13	\$23.83	\$24.54	\$25.28	\$26.04	\$26.82	\$27.63	\$28.45	\$29.31	\$30.18	\$31.10	\$32.03	
		Weekly	\$925	\$953	\$982	\$1,011	\$1,042	\$1,073	\$1,105	\$1,138	\$1,172	\$1,207	\$1,244	\$1,281	
		Annual	\$48,119	\$49,561	\$51,047	\$52,577	\$54,172	\$55,789	\$57,472	\$59,177	\$60,968	\$62,782	\$64,683	\$66,624	
	Band B2	Hourly	\$24.80	\$25.55	\$26.32	\$27.11	\$27.92	\$28.77	\$29.63	\$30.51	\$31.42	\$32.37	\$33.35	\$34.35	
		Weekly	\$992	\$1,022	\$1,053	\$1,084	\$1,117	\$1,151	\$1,185	\$1,220	\$1,257	\$1,295	\$1,334	\$1,374	
		Annual	\$51,594	\$53,145	\$54,740	\$56,392	\$58,084	\$59,832	\$61,624	\$63,460	\$65,361	\$67,327	\$69,360	\$71,441	
Band C1	Hourly	\$26.49	\$27.27	\$28.09	\$28.93	\$29.81	\$30.70	\$31.62	\$32.57	\$33.55	\$34.55	\$35.58	\$36.65		
	Weekly	\$1,059	\$1,091	\$1,124	\$1,157	\$1,192	\$1,228	\$1,265	\$1,303	\$1,342	\$1,382	\$1,423	\$1,466		
	Annual	\$55,090	\$56,729	\$58,434	\$60,182	\$61,995	\$63,853	\$65,776	\$67,743	\$69,775	\$71,873	\$74,014	\$76,235		
Specialists	Band C2	Hourly	\$29.83	\$30.72	\$31.64	\$32.59	\$33.57	\$34.58	\$35.62	\$36.69	\$37.78	\$38.91	\$40.08	\$41.28	
		Weekly	\$1,193	\$1,229	\$1,266	\$1,304	\$1,343	\$1,383	\$1,425	\$1,467	\$1,511	\$1,557	\$1,603	\$1,651	
		Annual	\$62,039	\$63,897	\$65,820	\$67,786	\$69,819	\$71,917	\$74,080	\$76,309	\$78,582	\$80,942	\$83,367	\$85,868	
	Band C3	Hourly	\$31.50	\$32.44	\$33.42	\$34.42	\$35.45	\$36.52	\$37.61	\$38.74	\$39.90	\$41.10	\$42.33	\$43.60	
		Weekly	\$1,260	\$1,298	\$1,337	\$1,377	\$1,418	\$1,461	\$1,504	\$1,549	\$1,596	\$1,644	\$1,693	\$1,744	
		Annual	\$65,514	\$67,480	\$69,513	\$71,589	\$73,730	\$75,959	\$78,232	\$80,570	\$82,996	\$85,487	\$88,044	\$90,685	
Band C4	Hourly	\$33.17	\$34.17	\$35.20	\$36.25	\$37.34	\$38.45	\$39.61	\$40.79	\$42.02	\$43.28	\$44.58	\$45.91		
	Weekly	\$1,327	\$1,367	\$1,408	\$1,450	\$1,494	\$1,538	\$1,584	\$1,632	\$1,681	\$1,731	\$1,783	\$1,837		
	Annual	\$68,988	\$71,064	\$73,206	\$75,391	\$77,664	\$79,980	\$82,384	\$84,853	\$87,410	\$90,032	\$92,720	\$95,502		
Managers	Band D1	Hourly	\$36.24	\$37.33	\$38.44	\$39.60	\$40.78	\$42.01	\$43.27					\$51.67	
		Weekly	\$1,449	\$1,493	\$1,538	\$1,584	\$1,631	\$1,681	\$1,731					\$2,067	
		Annual	\$75,369	\$77,642	\$79,958	\$82,362	\$84,831	\$87,388	\$90,010					\$107,478	
	Band D2	Hourly	\$38.47	\$39.62	\$40.81	\$42.03	\$43.30	\$44.60	\$45.93					\$54.85	
		Weekly	\$1,539	\$1,585	\$1,632	\$1,681	\$1,732	\$1,784	\$1,837					\$2,194	
		Annual	\$80,024	\$82,406	\$84,875	\$87,432	\$90,054	\$92,764	\$95,539					\$114,085	
Band D3	Hourly	\$40.70	\$41.92	\$43.18	\$44.47	\$45.81	\$47.18	\$48.59		OPEN RANGE				\$58.03	
	Weekly	\$1,628	\$1,677	\$1,727	\$1,779	\$1,832	\$1,887	\$1,944					\$2,321		
	Annual	\$84,657	\$87,191	\$89,814	\$92,502	\$95,277	\$98,139	\$101,068					\$120,692		
Band D4	Hourly	\$43.14	\$44.43	\$45.77	\$47.14	\$48.55	\$50.01	\$51.51					\$61.51		
	Weekly	\$1,726	\$1,777	\$1,831	\$1,886	\$1,942	\$2,001	\$2,060					\$2,460		
	Annual	\$89,736	\$92,423	\$95,203	\$98,052	\$100,993	\$104,026	\$107,132					\$127,934		
Directors	Band E1	Hourly	\$48.78	\$50.24	\$51.75	\$53.31	\$54.90	\$56.55	\$58.25					\$71.64	
		Weekly	\$1,951	\$2,010	\$2,070	\$2,132	\$2,196	\$2,262	\$2,330					\$2,865.46	
		Annual	\$101,472	\$104,509	\$107,645	\$110,879	\$114,201	\$117,632	\$121,161					\$149,004	
	Band E2	Hourly	\$53.19	\$54.78	\$56.43	\$58.12	\$59.86	\$61.66	\$63.51		OPEN RANGE				\$78.10
		Weekly	\$2,127	\$2,191	\$2,257	\$2,325	\$2,394	\$2,466	\$2,540					\$3,124.03	
		Annual	\$110,629	\$113,942	\$117,370	\$120,891	\$124,505	\$128,257	\$132,105					\$162,449	

STEP PROGRESSION: 3% Between Steps

# AGENCY POLICIES AND PROCEDURES



Policy Title:		Non-Union Salary Plan Administration	
Policy Series:	Personnel 200	Policy #:	PL-200-001
Creation Date:	June 1, 2022		
Revision Date(s)	March 25, 2026		
Related Document(s)	Non-Union Salary Plan		
Lead Department:	Human Resources- Administration		
Department Head Approval:		Date:	
Executive Director Approval:		Date:	
Board Approval (if needed)		Date:	June 1, 2022

## 1. POLICY PURPOSE

The purpose of the plan is to establish clear, concrete, objective and fair mechanisms and policies governing how Metro administers its salary program.

## 2. POLICY GOALS

- i. **Market Competitiveness** – the agency created wage/salary ranges that are in general alignment with the present job market for similar positions focusing mainly on governmental and transit industry comparisons.
- ii. **Internal Equity** – ensures equal pay for similar job classes, a proper distancing between grades, and policies to support salary adjustments in-line with the job market changes.
- iii. **Long-term Financial Sustainability** – Major adjustments to compensation philosophy or salary ranges must be aligned with the agency’s budget and financial forecast.
- iv. **Compliance and Equity** - administration of non-union compensation will comply with applicable local, state, and federal laws. All employees will be compensated fairly regardless of race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, or veteran status.

## 3. POLICY STATEMENT(S) AND/OR STANDARD OPERATING PROCEDURES

### A. Defined wage/salary structure using the Decision Band Method:

- i. The Decision Band Method (DBM) is common method to used place each position into a distinct band and grade based on each position’s scope, complexity, level of supervision, decision-making authority and risk. This approach is used to a varying degree across Maine’s municipalities for union

and non-union pay plans. Each of Metro’s non-union approved positions are assigned to a specific band and grade based on the previously stated criteria.

**B. Step Alignment & Annual Step Increase** – The salary plan is structured to include 3% annual step increases. Supporting policies are outlined below.

- i. As part of Transitioning to the new plan, **and any future plan updates that require movement**, all employees will be moved to the nearest higher step for their Band/Grade level. **This transition will be implemented based on an effective date of June 1, 2022 and employees will see the effect of these changes in their June 23, 2022 paychecks.**

Employees are advised that ~~this transition to the new plan means~~ **movements related to plan transitions may cause some employees** will to receive modestly higher increases than others based on where their current salary lies in relation to the next highest step. This is a necessity in order to make an orderly transition to the new plan.

- ii. **Starting in 2023**, 3% step increases will be implemented each year on employees’ anniversary dates.
- iii. Starting salaries for new employees will be at the entry level unless qualifications merit a higher starting salary. Department heads may negotiate starting salaries up to Step 3. A starting salary higher at step 4 or above must be approved by the Executive Director and based on a written justification from the requesting Department Head.

There is an “open range” for **Manager and Director level positions between step 6-9 10**. ~~This provides the Executive Director’s discretion with senior positions to quickly respond to changing market conditions, job scopes, and employee performance.~~ **This gives supervisors the discretion to provide wage increases for senior positions based on changes in job scope and overall job performance during the review period. Performance reviews shall accompany annual merit increases. Conducted at each staff member's anniversary, these reviews evaluate the achievement of past goals and establish goals for the upcoming year.**

Merit increases may range from **0% to 5%** of the employee's current base salary. The percentage awarded is directly correlated to the overall rating received during the annual performance evaluation:

<b>Performance Rating</b>	<b>Merit Increase Range</b>	<b>Guidelines</b>
<b>Exceeds Expectations</b>	3.25% – 5.0%	Consistently goes above and beyond; delivers exceptional results.
<b>Meets Expectations</b>	3.0% (Baseline)	Reliably fulfills all job requirements; meets all goals and standards.
<b>Developing</b>	2.0% – 2.75%	Meeting some requirements but requires improvement in key areas.
<b>Does Not Meet</b>	0.0% - 1.75%	Performance falls significantly below standards; performance improvement plan required.

- iv. Employees who reach Top Rate (Step 10) will not receive additional step increases, but will be eligible for board approved COLA adjustments and promotional opportunities. To minimize

situations in which employees' salary growth is capped, the HR Department will conduct a salary study every 2 years to determine any need for changes to how positions are structured within the plan and the competitive wage/salary range for each position.

**C. Promotional Pathways** – several classifications are structured to allow for promotion to more complex work along with higher salaries.

- i. Positions with promotional pathways include: Administrative Assistant I-II; Customer Service Representative I-II; Accounting Assistant I-II, HR Generalist I-II; Dispatcher I-II; IT Coordinator and IT Manager, Payroll Specialist I-II.
- ii. Employees occupying the junior position may be promoted to the senior position when they meet the minimum qualifications of the senior position as outlined in the approved job description. Updated job descriptions are being developed that scope the duties and minimum qualifications for both junior and senior positions
- iii. The promotional salary increase is movement to the entry level salary of the senior position or 5% rounded up to the closest step, whichever is greater.

**D. Cost of Living Adjustment (COLA)** – an annual COLA adjustment MAY be provided on January 1 of each year. As part of the annual budget process, the Executive Director will present to the Board of Directors information pertaining to broader economic trends impacting the cost of living in Maine, such as changes in the Consumer Price Index (CPI) over the prior 12 months. Any COLA adjustment will be subject to budget capacity and may vary from year to year or not be included at all.

#### **4. IMPLEMENTATION GUIDANCE**

*Effective policies and procedures are designed to help employees manage the most common circumstances. They cannot provide answers to all circumstances employees may face. When facing circumstances not expressly contemplated by this policy, your decisions and actions should be based on the policy purpose, policy goals, your best judgment, and the broader public interest.*



## HUMAN RESOURCES BULLETIN

HR-2025-11

**To:** Non-Union Staff  
**From:** Shelly Brooks, CFO  
**Post Date:** December 9, 2025  
**Remove Date:** December 19, 2025  
**Subject:** Non-Union Salary Plan- 2026 COLA

On June 1, 2022, the Metro Board of Directors approved the Non-union Salary Plan and supporting policies for non-union employees. Additionally, on October 23, 2025, the Metro Board of Directors approved Metro's 2026 preliminary budget which includes a COLA for non-union employees of 3% on January 1, 2026 and 2% on July 1, 2026. I am providing this document with an updated position list along with an updated plan that reflects the 2026 COLA adjustment.

Please contact me with questions at 207-221-8710 or [sbrooks@gpmetro.org](mailto:sbrooks@gpmetro.org).

Thank you.

**Table 1: Position Band/Grade Assignments**

**FY 2026**

Pay Type	DBM Rating	Position Title	Department	Division	Budget Auth.
<b>Hourly</b>	Band A1	Cash Counting Assistant	Finance-Administration	Finance	0.5
	Band B1	Administrative Assistant I	Universal	Universal	0
	Band B2	Administrative Assistant II	Universal	Universal	2
		Accounting Assistant I	Finance-Administration	Finance	0
	Band C1	Accounting Assistant II	Finance-Administration	Finance	1
	Band C2	HR Generalist I	Finance-Administration	Human Resources	0
		Recruiting Specialist	Finance-Administration	Human Resources	0.5
		Payroll and Benefits Specialist	Finance-Administration	Human Resources	0
	Band C3	IT Coordinator	Operations-Maintenance	IT	0
	Band C4	Human Resources Generalist II	Finance-Administration	Human Resources	1
Payroll and Benefits Specialist II		Finance-Administration	Human Resources	1	
<b>Salaried</b>	Band D1	Customer Service Manager	Operations-Maintenance	Customer Service	1
		Transit Operations Assistant Manager	Operations-Maintenance	Operations	1
		Marketing-Comm. Outreach Manager	Planning -Marketing	Marketing	1
	Band D2	Procurement Manager	Finance-Administration	Procurement	1
		IT Manager	Operations-Maintenance	IT	1
		Accounting Manager	Finance-Administration	Finance	1
	Band D3	Maintenance Manager	Operations-Maintenance	Maintenance	1
		Transit Operations Manager	Operations-Maintenance	Operations	1
		Human Resources Manager	Finance-Administration	Human Resources	1
	Band E1	Director Gov./Community Relations	Executive	Executive	1
		Director of Transit Development	Planning-Marketing	Planning-Marketing	1
	Band E2	Chief Transportation Officer	Operations-Maintenance	Operations-Maint.	1
Chief Financial Officer		Finance-Administration	Finance-Administration	1	
<b>FY 2026 Total Budget FTEs</b>					<b>19</b>

## Table 2: Salary Plan

January 1, 2026			ENTRY LEVEL										TOP RATE	
Band/Grade			0	1	2	3	4	STEPS			8	9	10	
							5	6	7					
Line Staff	Band A1	Hourly	\$ 19.40	\$ 19.99	\$ 20.59	\$ 21.20	\$ 21.84	\$ 22.49	\$ 23.17	\$ 23.86	\$ 24.58	\$ 25.32	\$ 26.08	
		Weekly	\$ 776	\$ 799	\$ 823	\$ 848	\$ 874	\$ 900	\$ 927	\$ 955	\$ 983	\$ 1,013	\$ 1,043	
		Annual	\$ 40,359	\$ 41,570	\$ 42,817	\$ 44,101	\$ 45,424	\$ 46,787	\$ 48,191	\$ 49,636	\$ 51,126	\$ 52,659	\$ 54,239	
Administrative	Band B1	Hourly	\$ 22.68	\$ 23.36	\$ 24.06	\$ 24.79	\$ 25.53	\$ 26.30	\$ 27.08	\$ 27.90	\$ 28.73	\$ 29.60	\$ 30.48	
		Weekly	\$ 907	\$ 935	\$ 963	\$ 991	\$ 1,021	\$ 1,052	\$ 1,083	\$ 1,116	\$ 1,149	\$ 1,184	\$ 1,219	
		Annual	\$ 47,180	\$ 48,596	\$ 50,054	\$ 51,555	\$ 53,102	\$ 54,695	\$ 56,336	\$ 58,026	\$ 59,767	\$ 61,560	\$ 63,406	
Administrative	Band B2	Hourly	\$ 24.32	\$ 25.05	\$ 25.80	\$ 26.58	\$ 27.38	\$ 28.20	\$ 29.04	\$ 29.91	\$ 30.81	\$ 31.74	\$ 32.69	
		Weekly	\$ 973	\$ 1,002	\$ 1,032	\$ 1,063	\$ 1,095	\$ 1,128	\$ 1,162	\$ 1,197	\$ 1,232	\$ 1,269	\$ 1,307	
		Annual	\$ 50,591	\$ 52,109	\$ 53,672	\$ 55,282	\$ 56,940	\$ 58,649	\$ 60,408	\$ 62,220	\$ 64,087	\$ 66,010	\$ 67,990	
Administrative	Band C1	Hourly	\$ 25.96	\$ 26.74	\$ 27.54	\$ 28.37	\$ 29.22	\$ 30.10	\$ 31.00	\$ 31.93	\$ 32.89	\$ 33.87	\$ 34.89	
		Weekly	\$ 1,038	\$ 1,070	\$ 1,102	\$ 1,135	\$ 1,169	\$ 1,204	\$ 1,240	\$ 1,277	\$ 1,316	\$ 1,355	\$ 1,396	
		Annual	\$ 54,001	\$ 55,622	\$ 57,290	\$ 59,009	\$ 60,779	\$ 62,603	\$ 64,481	\$ 66,415	\$ 68,407	\$ 70,460	\$ 72,573	
Specialists	Band C2	Hourly	\$ 29.24	\$ 30.12	\$ 31.02	\$ 31.95	\$ 32.91	\$ 33.90	\$ 34.92	\$ 35.96	\$ 37.04	\$ 38.15	\$ 39.30	
		Weekly	\$ 1,170	\$ 1,205	\$ 1,241	\$ 1,278	\$ 1,316	\$ 1,356	\$ 1,397	\$ 1,439	\$ 1,482	\$ 1,526	\$ 1,572	
		Annual	\$ 60,823	\$ 62,647	\$ 64,527	\$ 66,463	\$ 68,457	\$ 70,510	\$ 72,626	\$ 74,804	\$ 77,048	\$ 79,360	\$ 81,741	
Specialists	Band C3	Hourly	\$ 30.88	\$ 31.81	\$ 32.76	\$ 33.74	\$ 34.76	\$ 35.80	\$ 36.87	\$ 37.98	\$ 39.12	\$ 40.29	\$ 41.50	
		Weekly	\$ 1,235	\$ 1,272	\$ 1,310	\$ 1,350	\$ 1,390	\$ 1,432	\$ 1,475	\$ 1,519	\$ 1,565	\$ 1,612	\$ 1,660	
		Annual	\$ 64,233	\$ 66,160	\$ 68,145	\$ 70,189	\$ 72,295	\$ 74,464	\$ 76,698	\$ 78,999	\$ 81,369	\$ 83,810	\$ 86,324	
Specialists	Band C4	Hourly	\$ 32.52	\$ 33.50	\$ 34.50	\$ 35.54	\$ 36.60	\$ 37.70	\$ 38.83	\$ 40.00	\$ 41.20	\$ 42.43	\$ 43.71	
		Weekly	\$ 1,301	\$ 1,340	\$ 1,380	\$ 1,421	\$ 1,464	\$ 1,508	\$ 1,553	\$ 1,600	\$ 1,648	\$ 1,697	\$ 1,748	
		Annual	\$ 67,644	\$ 69,673	\$ 71,763	\$ 73,916	\$ 76,134	\$ 78,418	\$ 80,770	\$ 83,194	\$ 85,689	\$ 88,260	\$ 90,908	
Managers	Band D1	Hourly	\$ 35.53	\$ 36.59	\$ 37.69	\$ 38.82	\$ 39.99	\$ 41.19	\$ 42.42	\$ 43.69	\$ 45.00	\$ 46.36	\$ 47.75	
		Weekly	\$ 1,421	\$ 1,464	\$ 1,508	\$ 1,553	\$ 1,599	\$ 1,647	\$ 1,697	\$ 1,748	\$ 1,800	\$ 1,854	\$ 1,910	
		Annual	\$ 73,897	\$ 76,114	\$ 78,397	\$ 80,749	\$ 83,171	\$ 85,667	\$ 88,237	\$ 90,884	\$ 93,610	\$ 96,419	\$ 99,311	
Managers	Band D2	Hourly	\$ 37.71	\$ 38.84	\$ 40.01	\$ 41.21	\$ 42.45	\$ 43.72	\$ 45.03	\$ 46.38	\$ 47.77	\$ 49.21	\$ 50.68	
		Weekly	\$ 1,509	\$ 1,554	\$ 1,600	\$ 1,648	\$ 1,698	\$ 1,749	\$ 1,801	\$ 1,855	\$ 1,911	\$ 1,968	\$ 2,027	
		Annual	\$ 78,444	\$ 80,798	\$ 83,222	\$ 85,718	\$ 88,290	\$ 90,938	\$ 93,667	\$ 96,477	\$ 99,371	\$ 102,352	\$ 105,423	
Managers	Band D3	Hourly	\$ 39.90	\$ 41.10	\$ 42.33	\$ 43.60	\$ 44.91	\$ 46.25	\$ 47.64	\$ 49.07	\$ 50.54	\$ 52.06	\$ 53.62	
		Weekly	\$ 1,596	\$ 1,644	\$ 1,693	\$ 1,744	\$ 1,796	\$ 1,850	\$ 1,906	\$ 1,963	\$ 2,022	\$ 2,082	\$ 2,145	
		Annual	\$ 82,992	\$ 85,481	\$ 88,046	\$ 90,687	\$ 93,408	\$ 96,210	\$ 99,096	\$ 102,069	\$ 105,131	\$ 108,285	\$ 111,534	
Directors	Band E1	Hourly	\$ 46.46	\$ 47.85	\$ 49.29	\$ 50.77	\$ 52.29	\$ 53.86	Open Range					\$ 62.44
		Weekly	\$ 1,858	\$ 1,914	\$ 1,972	\$ 2,031	\$ 2,092	\$ 2,154						\$ 2,497
		Annual	\$ 96,634	\$ 99,533	\$ 102,519	\$ 105,595	\$ 108,763	\$ 112,026						\$ 129,868
Directors	Band E2	Hourly	\$ 49.19	\$ 50.67	\$ 52.19	\$ 53.75	\$ 55.37	\$ 57.03						\$ 66.11
		Weekly	\$ 1,968	\$ 2,027	\$ 2,087	\$ 2,150	\$ 2,215	\$ 2,281						\$ 2,644
		Annual	\$ 102,319	\$ 105,388	\$ 108,550	\$ 111,806	\$ 115,160	\$ 118,615						\$ 137,508

July 1, 2026

		ENTRY LEVEL											TOP RATE	
Band/Grade		0	1	2	3	4	STEPS					9	10	
							5	6	7	8				
Line Staff	Band A1	Hourly	\$ 19.79	\$ 20.39	\$ 21.00	\$ 21.63	\$ 22.28	\$ 22.94	\$ 23.63	\$ 24.34	\$ 25.07	\$ 25.82	\$ 26.60	
		Weekly	\$ 792	\$ 815	\$ 840	\$ 865	\$ 891	\$ 918	\$ 945	\$ 974	\$ 1,003	\$ 1,033	\$ 1,064	
		Annual	\$ 41,166	\$ 42,401	\$ 43,673	\$ 44,983	\$ 46,333	\$ 47,723	\$ 49,155	\$ 50,629	\$ 52,148	\$ 53,713	\$ 55,324	
Administrative	Band B1	Hourly	\$ 23.14	\$ 23.83	\$ 24.55	\$ 25.28	\$ 26.04	\$ 26.82	\$ 27.63	\$ 28.45	\$ 29.31	\$ 30.19	\$ 31.09	
		Weekly	\$ 925	\$ 953	\$ 982	\$ 1,011	\$ 1,042	\$ 1,073	\$ 1,105	\$ 1,138	\$ 1,172	\$ 1,208	\$ 1,244	
		Annual	\$ 48,124	\$ 49,568	\$ 51,055	\$ 52,586	\$ 54,164	\$ 55,789	\$ 57,462	\$ 59,186	\$ 60,962	\$ 62,791	\$ 64,674	
	Band B2	Hourly	\$ 24.81	\$ 25.55	\$ 26.32	\$ 27.11	\$ 27.92	\$ 28.76	\$ 29.62	\$ 30.51	\$ 31.43	\$ 32.37	\$ 33.34	
		Weekly	\$ 992	\$ 1,022	\$ 1,053	\$ 1,084	\$ 1,117	\$ 1,150	\$ 1,185	\$ 1,220	\$ 1,257	\$ 1,295	\$ 1,334	
		Annual	\$ 51,603	\$ 53,151	\$ 54,745	\$ 56,388	\$ 58,079	\$ 59,822	\$ 61,616	\$ 63,465	\$ 65,369	\$ 67,330	\$ 69,350	
	Band C1	Hourly	\$ 26.48	\$ 27.28	\$ 28.09	\$ 28.94	\$ 29.81	\$ 30.70	\$ 31.62	\$ 32.57	\$ 33.55	\$ 34.55	\$ 35.59	
		Weekly	\$ 1,059	\$ 1,091	\$ 1,124	\$ 1,157	\$ 1,192	\$ 1,228	\$ 1,265	\$ 1,303	\$ 1,342	\$ 1,382	\$ 1,424	
		Annual	\$ 55,082	\$ 56,734	\$ 58,436	\$ 60,189	\$ 61,995	\$ 63,855	\$ 65,770	\$ 67,743	\$ 69,776	\$ 71,869	\$ 74,025	
Specialists	Band C2	Hourly	\$ 29.83	\$ 30.72	\$ 31.64	\$ 32.59	\$ 33.57	\$ 34.58	\$ 35.61	\$ 36.68	\$ 37.78	\$ 38.92	\$ 40.08	
		Weekly	\$ 1,193	\$ 1,229	\$ 1,266	\$ 1,304	\$ 1,343	\$ 1,383	\$ 1,425	\$ 1,467	\$ 1,511	\$ 1,557	\$ 1,603	
		Annual	\$ 62,039	\$ 63,900	\$ 65,817	\$ 67,792	\$ 69,826	\$ 71,920	\$ 74,078	\$ 76,300	\$ 78,589	\$ 80,947	\$ 83,375	
	Band C3	Hourly	\$ 31.50	\$ 32.44	\$ 33.42	\$ 34.42	\$ 35.45	\$ 36.52	\$ 37.61	\$ 38.74	\$ 39.90	\$ 41.10	\$ 42.33	
		Weekly	\$ 1,260	\$ 1,298	\$ 1,337	\$ 1,377	\$ 1,418	\$ 1,461	\$ 1,504	\$ 1,550	\$ 1,596	\$ 1,644	\$ 1,693	
		Annual	\$ 65,518	\$ 67,484	\$ 69,508	\$ 71,593	\$ 73,741	\$ 75,953	\$ 78,232	\$ 80,579	\$ 82,996	\$ 85,486	\$ 88,051	
	Band C4	Hourly	\$ 33.17	\$ 34.17	\$ 35.19	\$ 36.25	\$ 37.33	\$ 38.45	\$ 39.61	\$ 40.80	\$ 42.02	\$ 43.28	\$ 44.58	
		Weekly	\$ 1,327	\$ 1,367	\$ 1,408	\$ 1,450	\$ 1,493	\$ 1,538	\$ 1,584	\$ 1,632	\$ 1,681	\$ 1,731	\$ 1,783	
		Annual	\$ 68,997	\$ 71,067	\$ 73,199	\$ 75,395	\$ 77,657	\$ 79,986	\$ 82,386	\$ 84,857	\$ 87,403	\$ 90,025	\$ 92,726	
Managers	Band D1	Hourly	\$ 36.24	\$ 37.32	\$ 38.44	\$ 39.60	\$ 40.79	\$ 42.01	\$ 43.27	\$ 44.57	\$ 45.91	\$ 47.28	\$ 48.70	
		Weekly	\$ 1,450	\$ 1,493	\$ 1,538	\$ 1,584	\$ 1,631	\$ 1,680	\$ 1,731	\$ 1,783	\$ 1,836	\$ 1,891	\$ 1,948	
		Annual	\$ 75,375	\$ 77,636	\$ 79,965	\$ 82,364	\$ 84,835	\$ 87,380	\$ 90,001	\$ 92,701	\$ 95,482	\$ 98,347	\$ 101,297	
	Band D2	Hourly	\$ 38.47	\$ 39.62	\$ 40.81	\$ 42.03	\$ 43.30	\$ 44.59	\$ 45.93	\$ 47.31	\$ 48.73	\$ 50.19	\$ 51.70	
		Weekly	\$ 1,539	\$ 1,585	\$ 1,632	\$ 1,681	\$ 1,732	\$ 1,784	\$ 1,837	\$ 1,892	\$ 1,949	\$ 2,008	\$ 2,068	
		Annual	\$ 80,013	\$ 82,414	\$ 84,886	\$ 87,433	\$ 90,055	\$ 92,757	\$ 95,540	\$ 98,406	\$ 101,358	\$ 104,399	\$ 107,531	
	Band D3	Hourly	\$ 40.70	\$ 41.92	\$ 43.18	\$ 44.47	\$ 45.81	\$ 47.18	\$ 48.60	\$ 50.05	\$ 51.55	\$ 53.10	\$ 54.69	
		Weekly	\$ 1,628	\$ 1,677	\$ 1,727	\$ 1,779	\$ 1,832	\$ 1,887	\$ 1,944	\$ 2,002	\$ 2,062	\$ 2,124	\$ 2,188	
		Annual	\$ 84,652	\$ 87,191	\$ 89,807	\$ 92,501	\$ 95,276	\$ 98,134	\$ 101,078	\$ 104,111	\$ 107,234	\$ 110,451	\$ 113,765	
Directors	Band E1	Hourly	\$ 47.39	\$ 48.81	\$ 50.27	\$ 51.78	\$ 53.34	\$ 54.94	Open Range					\$ 63.69
		Weekly	\$ 1,896	\$ 1,952	\$ 2,011	\$ 2,071	\$ 2,133	\$ 2,197						\$ 2,547
		Annual	\$ 98,567	\$ 101,524	\$ 104,570	\$ 107,707	\$ 110,938	\$ 114,266						\$ 132,466
	Band E2	Hourly	\$ 50.18	\$ 51.68	\$ 53.23	\$ 54.83	\$ 56.47	\$ 58.17						\$ 67.43
		Weekly	\$ 2,007	\$ 2,067	\$ 2,129	\$ 2,193	\$ 2,259	\$ 2,327						\$ 2,697
		Annual	\$ 104,365	\$ 107,496	\$ 110,721	\$ 114,042	\$ 117,464	\$ 120,988						\$ 140,258

Page 1

**DATE**

March 25, 2026

**SUBJECT**

Fare Policy Analysis

**PURPOSE**

Review peer analysis and preliminary findings of the regional fare policy analysis being conducted.

**BACKGROUND/ANALYSIS**

In 2020, Metro, along with its partner transit agencies, undertook an overhaul of the fare structure for the region’s bus service. This overhaul included an increase to the base fare as well as the launching of a new card/app based fare capping system that replaced legacy paper passes.

Prior to the fare increase in 2020, Metro had not changed fares in 11 years. This meant that a 33% increase in fares was required as Metro’s fare recovery ratio had shrunk significantly. In order to prevent another large increase in fares, it is imperative that Metro and its partners assess fares are regular intervals (at minimum every 5 years).

**Historical Base Fares (1975 – 2025)**

Year Range	Local Base Fare
1975 – 1978	\$0.30 – \$0.40
1981 – 1984	\$0.50 – \$0.60
1985 – 1990	\$0.75 – \$0.80
1991 – 1993	\$0.90
1994 – 2004	\$1.00
2005 – 2009	\$1.25
2010 – 2019	\$1.50
2020 – 2025	\$2.00

In January 2026, Metro awarded a contract to Four Nines Technologies to provide expert fare policy analysis and recommendations. The primary goal Four Nines’ work is to optimize fare revenue and ridership through data-driven recommendations.

Four Nines' contract consists of four primary tasks:

**1. Fare Analysis & Peer Review**

Conduct a comparative study of at least eight similar U.S. transit agencies (including three in New England). Evaluate how DiriGo's base fares, caps, discounts, and recovery ratios compare to industry peers and best practices.

**2. Fare Policy Recommendations**

Develop tiered scenarios for modifying the current fare structure. Analyze the impact of potential changes to base fares, reduced fare eligibility (currently 50%), transfer windows (90 minutes) and existing fare caps (\$6/day; \$60/month).

**3. Open Fare Payment Strategy**

Provide advice for the implementation of "Open Payments" (contactless credit/debit cards). Advise on pricing strategies, extending fare capping to credit cards and negotiating with payment processors.

**4. Low-Income Fare Category Assessment**

Evaluate the feasibility of adding a "low-income" reduced fare category. Analyze the potential impact on ridership and revenue, as well as the administrative burden of qualifying participants.

*Fare Analysis/Peer Review*

To select the most accurate peer group for Greater Portland Metro (GPM), the Four Nines used the iNTD Likeness Score, a standardized metric from the Urban Integrated National Transit Database. This ensures that comparisons are based on objective data regarding ridership volume, service area size, and population density.

The final list was refined by GPM staff to include a balanced mix of national peers and regional neighbors, including four New England agencies for geographic relevance. The peer agencies selected include:

<b>Region</b>	<b>Agency</b>	<b>Location</b>
New England	GMT (Green Mountain Transit)	Burlington, VT
New England	MTA (Manchester Transit Authority)	Manchester, NH
New England	RIPTA (Rhode Island Public Transit)	Providence, RI
New England	SEAT (Southeast Area Transit)	Preston, CT
Mid-Atlantic	BC Transit (Broome County)	Binghamton, NY
Midwest	CityBus (Greater Lafayette)	Lafayette, IN
Midwest	TARTA (Toledo Area Regional Transit)	Toledo, OH
Midwest	CU Transit (City of Springfield)	Springfield, MO

The peer review compared agencies to Metro in four primary areas:

1. Performance & Revenue Metrics

- Revenue Sources: The split between local, state, federal, and directly generated (fare) revenue.
- Operational Efficiency: Comparative metrics including farebox recovery ratios, operating costs per passenger, and subsidy levels per boarding.

2. Fare Structures

- Pricing Levels: Costs for single rides on local routes versus express routes.
- Fare Products: Availability of day/monthly passes, multi-ride tickets, and the use of fare capping.
- Transfer Policies: How agencies handle transfers between vehicles (free vs. paid) and different payment methods (cash vs. electronic).

3. Discount & Institutional Programs

- Reduced Fares: Discounts for youth, seniors, people with disabilities, veterans, and low-income riders.
- Partnerships: Universal access programs for universities, colleges, and major employers.

4. Specialized Services & Technology

- Microtransit: Fare pricing and integration of on-demand services with existing fixed-route networks.
- Fare Collection Technology: The use of mobile apps, smart cards, and the planned implementation of "open payments" (tap-to-pay with bank cards).

Findings for this review found that Metro’s current fare policies are not far off of our peer agencies. As it pertains to base fare, no peer agency was found to have a base fare higher than Metro’s current base fare of \$2.00 per ride (see Table 1).

When comparing fare recovery and cost per passenger to Metro’s peers, data suggests that Metro is above the mean in both metrics (see Chart 2).

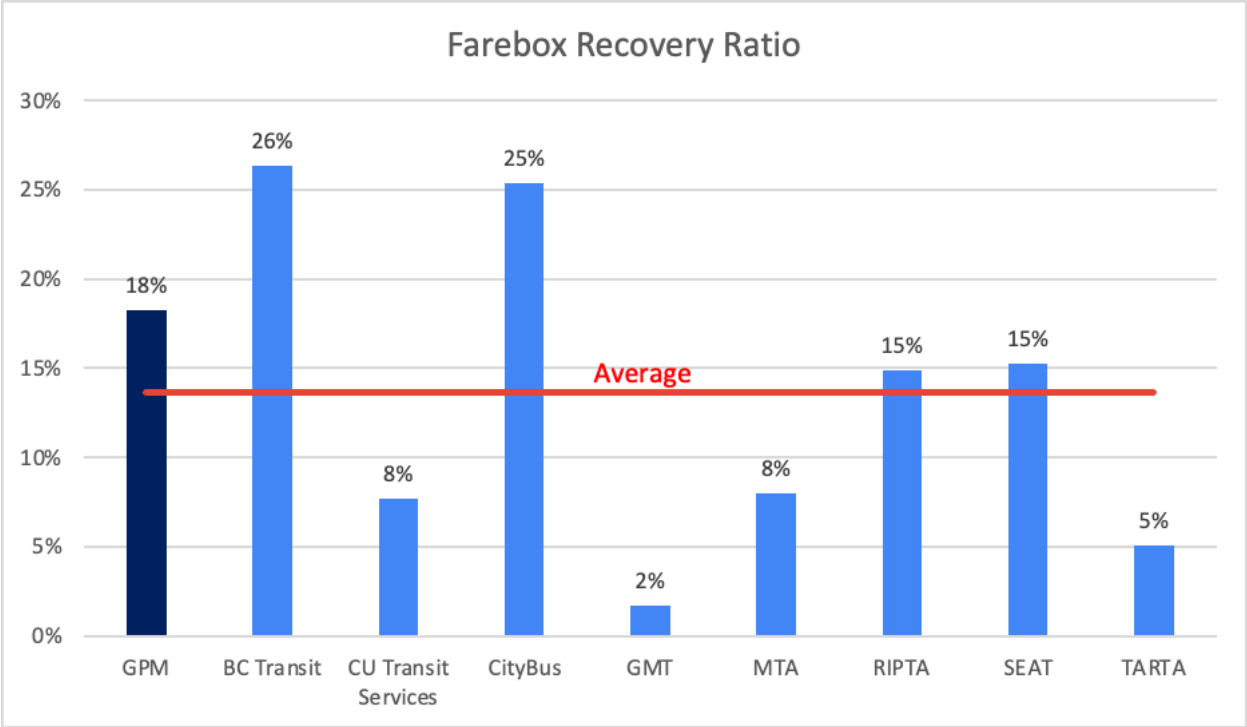
There is a significant amount variation in specific fare products and policies that are offered among Metro’s peer agencies. Metro’s fare products and rules generally follow the same logic as peer agencies.

Table 1

Agency	Location	Full Fare Single-Ride Fare	Transfers
Greater Portland Metro	Portland, ME	\$2.00	Free transfers within 90 mins (no transfers with cash on board)
Broome County	Binghamton, NY	\$2.00	Free transfers for a one-way trip

Agency	Location	Full Fare Single-Ride Fare	Transfers
City of Springfield	Springfield, MO	\$1.00	\$0.25
Greater Lafayette Public Transportation	Lafayette, IN	\$2.00	Free transfers within 2 hours
Green Mountain Transit Authority	Burlington, VT	\$2.00	No transfers
Manchester Transit Authority	Manchester, NH	\$2.00	No transfers
Rhode Island Public Transit Authority	Providence, RI	\$2.00	Free transfers within 1 hour (no transfers with cash on board)
Southeast Area Transit District	Preston, CT	\$1.75	Free transfers for a one-way trip
Toledo Area Regional Transit Authority	Toledo, OH	\$1.50	Free transfers within 2 hours
<b>Average</b>		<b>\$1.81</b>	-

Chart 2



Preliminary findings from the peer review are:

- GPM's farebox recovery is above average, with high fare revenue per passenger and low subsidy per passenger compared to peers.
- GPM's single ride fare is at the top of the range amongst peers. Fares among peer agencies ranged from \$1.50 to \$2.00. The majority of GPM's peers also have a \$2.00 adult single ride fare on local routes.
- GPM's fare structure matches peer agencies with single ride, day, and monthly passes/caps. A small number (3 including GPM) offer multi-ride tickets. GPM and four peer agencies also offer fare capping matching their pass product structure.
- GPM's discounts for youth, seniors and people with disabilities are in line with those offered by the peer agencies. GPM also offers a discount for veterans; only Broome County and TARTA do this. RIPTA is the only peer agency which offers a discount based on income level.
- Most peer agencies offer a university or college pass program while fewer peer agencies offer an employer pass program.

### Recommendations

The 2026 peer review indicates that Metro's current fare structure is fundamentally sound and aligns with best practices for similar agencies. While Metro is already at the top of the peer market for single-ride pricing, a modest fare increase could be proposed to balance the share of expenses borne by riders with those subsidized by local municipalities.

Unlike the comprehensive overhaul of 2020, these 2026 recommendations focus on incremental adjustments designed to maintain revenue sustainability while protecting transit-dependent riders.

Proposals for Public Comment:

#### **Fare Adjustments**

**Base Fare:** Consider raising the base fare from \$2.00 to \$2.25 for full-fare riders (a 12.5% increase).

**Reduced Fare:** Consider increasing the reduced fare from \$1.00 to \$1.10 for eligible riders (a 10% increase) to protect those most impacted by cost changes. Note that the reduced fare is required to be no more than 50% of the base fare.

#### **Fare Caps**

**Monthly Fare Cap (Full Fare):** Consider increasing the monthly cap to \$65 (currently \$60).

**Daily Fare Cap (Full Fare):** Consider increasing the daily cap to \$6.50 (currently \$6.00).

To safeguard vulnerable populations, staff suggest keeping the Reduced Fare caps at their current levels: \$3.00 (Daily) and \$30.00 (Monthly).

### Other Considerations

Metro staff in consultation with Four Nines are developing revenue and ridership estimates related to the implementation of both a low income pass program and open fare payments. These initiatives may be considered separately from the overall changes to the fare policy as changes to the policy are not dependent on either program.

### Public Information

Metro staff plans to inform the public, as required by Title VI of the Civil Rights Act, of the planned fare policy changes as part of public meetings on April 9, April 11, and April 14, 2026. Feedback on the impacts of the proposed plan will be requested. Feedback will be considered alongside Board of Directors comments as well as additional analysis by Four Nines and Metro staff before the scheduled May 2026 Executive Committee meeting.

### **FISCAL IMPACT**

Revenue and ridership impacts are continuing to be refined. The most current estimates will be presented at the Executive Committee Meeting.

### **PRIOR COMMITTEE ACTION**

The Board of Directors assumed a mid-year fare increase as part of the 2026 budget process. No other action on this topic has been taken since the October 2025 Board of Directors meeting.

### **RECOMMENDATION**

Staff recommends that we proceed with the recommended fare changes as described herein for the purposes of informing the public in April, 2026. It should be noted that any plan presented to the public should be considered the maximally significant acceptable changes; the plan can be revised prior to final approval, but should not be changed in a way that is more impactful to the riding public than what is presented in April.

Staff are also recommending an implementation date of no sooner than August 1, 2026. This will allow adequate time to notify passengers and distribute information following a June 25, 2026 approval by the Board of Directors. The proposed implementation date will be presented as part of public information meetings in April. The date presented to the public should not be moved to an earlier date after presentation to the public; however, it could be delayed if required or recommended by the Board.

### **CONTACT**

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### **ATTACHMENTS**

Attachment A – Four Nines Fare Analysis Peer Review



# Greater Portland Metro Fare Analysis

## Task 1: Peer Review

**Prepared For:** Greater Portland Metro

**Prepared By:** Four Nines Technologies

**Date:** March 24, 2026

## 1 Introduction

This report describes the findings from the peer agency review for the Greater Portland Metro (GPM) Fare Analysis.

This peer review compares public transit providers operating in communities with similar demographics as GPM, as well as systems with similar ridership, modes, and services. The report reviews their fare structures and fare policies, as well as technology usage. The report highlights key findings and best practices amongst GPM's peers.

## Project Background

GPM and its partner Biddeford-Saco-Old Orchard Beach Transit (BSOOB) are seeking to modernize and optimize the DiriGo regional fare policy in advance of planned open fare payment implementation and evolving equity goals. Since fares were last comprehensively reviewed in 2020—coinciding with the rollout of the Cubic UMO system, electronic fare media, and fare capping—the region has experienced significant changes in ridership patterns, payment behavior, cost of living, and customer expectations. This project recognizes the opportunity to reassess fares holistically: balancing revenue sustainability, ridership growth, administrative simplicity, and customer equity while continuing to encourage a shift from cash to electronic and account-based payments across services.

## Peer Agencies Selection Methods and Resulting Peers List

The following peer agencies were chosen for their similarity to Greater Portland Metro. The peer agencies have similar levels of annual ridership, and comparable service areas and population sizes. Four

Nines used the iNTD Likeness Score from the Urban Integrated National Transit Database (Urban iNTD), which collates and integrates NTD data, to determine which agencies are most similar to GPM. The Four Nines team and GPM staff further narrowed the list of peer agencies to the following eight agencies, ensuring at least three are in New England:

- **Broome County (BC Transit)** - Binghamton, NY: <https://broomecountyny.gov/transit>
- **City of Springfield (CU Transit Services)** - Springfield, MO: <https://www.cityutilities.net/159/The-Bus>
- **Greater Lafayette Public Transportation (CityBus)** - Lafayette, IN: <https://www.in.gov/citybuslafayette/>
- **Green Mountain Transit Authority (GMT)** - Burlington, VT: <https://ridegmt.com/>
- **Manchester Transit Authority (MTA)** - Manchester, NH: <https://mtabus.org/>
- **Rhode Island Public Transit Authority (RIPTA)** - Providence, RI: <https://www.ripta.com/>
- **Southeast Area Transit District (SEAT)** - Preston, CT: <https://www.southeastareatransitdistrict.com/>
- **Toledo Area Regional Transit Authority (TARTA)** - Toledo, OH: <https://tarta.com/>

We have included BSOOB in the following peer tables for reference. However, BSOOB's metrics are not included in the subsequent performance metric analysis.

**Table 1. Summary of Peer Agencies**

Agency	Location	Service Area (sq. miles)	Service Population	Population Density (population/sq mile)	Annual Unlinked Passenger Trips	Annual Fare Revenue	Annual Operating Costs	Farebox Recovery Rate
Greater Portland Metro (GPM)	Portland, ME	71	109,535	1,543	1,817,135	\$2,670,561	\$14,614,889	18%
Biddeford-Saco-Old Orchard Beach Transit (BSOOB(T))	Saco, ME	95	81,400	857	266,391	\$301,740	\$3,712,652	8%
Broome County (BC Transit)	Binghamton, NY	706	198,963	282	1,615,601	\$2,929,286	\$12,442,243	24%
City of Springfield (CU Transit)	Springfield, MO	95	186,106	1,959	1,148,084	\$857,610	\$12,198,874	7%
Greater Lafayette Public Transportation (CityBus)	Lafayette, IN	74	134,333	1,815	4,489,941	\$3,731,597	\$15,978,116	23%
Green Mountain Transit Authority (GMT)	Burlington, VT	2,079	292,211	141	2,760,001	\$3,520,811	\$28,544,670	12%
Manchester Transit Authority (MTA)	Manchester, NH	235	248,263	1,056	353,963	\$457,735	\$6,845,451	7%
Rhode Island Public Transit Authority (RIPTA)	Providence, RI	1,143	1,048,319	917	13,097,025	\$17,884,700	\$132,835,494	13%
Southeast Area Transit District (SEAT)	Preston, CT	156	167,885	1,076	1,065,778	\$1,253,560	\$9,110,072	14%
Toledo Area Regional Transit Authority (TARTA)	Toledo, OH	238	429,500	1,805	2,265,114	\$2,047,517	\$43,067,831	5%
<b>Peer Average</b>		<b>591</b>	<b>338,198</b>	<b>1,131</b>	<b>3,349,438</b>	<b>\$4,085,352</b>	<b>\$32,627,844</b>	<b>13%</b>

Source: NTD 2024 data

## 2 Peer Revenue Sources

This section compares different revenue sources used by GPM and its peers. Using revenue source data from NTD 2024, we identified which agencies received a higher proportion of revenue compared to the rest of the peers. This is shown in the table below with the gray cells indicating the higher than average revenue generation categories for each peer agency.

**Table 2. Revenue Split**

Agency	State	Directly Generated	Local Government	State Government	Federal Government
Greater Portland Metro	Maine	23%	27%	5%	46%
BSOOB	Maine	23%	6%	5%	67%
Broome County	New York	23%	2%	37%	39%
City of Springfield	Missouri	9%	39%	2%	51%
Greater Lafayette Public Transportation	Indiana	27%	44%	27%	1%
Green Mountain Transit Authority	Vermont	15%	12%	17%	57%
Manchester Transit Authority	New Hampshire	8%	31%	0%	61%
Rhode Island Public Transit Authority	Rhode Island	16%	35%	12%	37%
Southeast Area Transit District	Connecticut	15%	7%	56%	22%
Toledo Area Regional Transit Authority	Ohio	5%	86% <sup>1</sup>	1%	8%
<b>Average</b>		<b>16%</b>	<b>31%</b>	<b>17%</b>	<b>36%</b>

Source: NTD 2024

## 3 Peer Performance Metrics

The following peer performance metrics are for fixed-route buses in the motorbus (MB) category only and uses

<sup>1</sup> Toledo Area Transit Authority receives 86% of their operating revenue from Local Government sources. In 2021, TARTA area voters approved a change to TARTA funding sources, switching the local funding source from a property tax to a sales tax. TARTA now collects local revenue via a county half-percent sales tax.

[Voters passing TARTA measure with new funding structure](#)

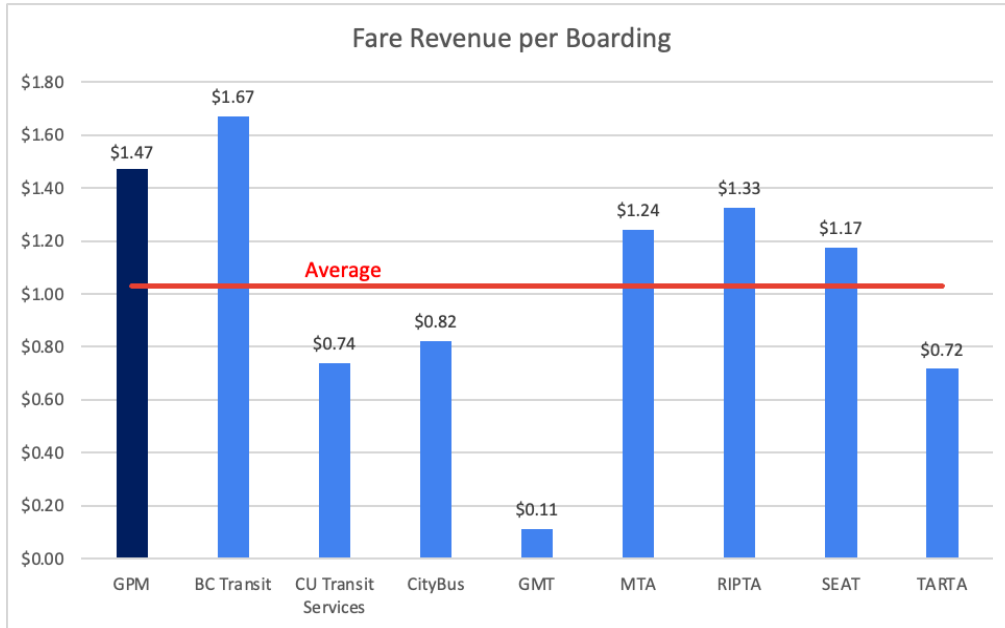
NTD 2024 data. The table below summarizes the peer performance metrics, and ranks GPM as the agency compares to their peers

**Table 3. Fixed-Route Motor Bus Peer Performance Metrics Summary**

Indicator	GPM	Peer Agency Average	GPM Rank (1 = highest; 8 = lowest)
Revenue per Boarding	\$1.47	\$1.03	2nd
Subsidy per Boarding	\$6.57	\$7.87	5th
Farebox Recovery Ratio	18%	14%	3rd
Boardings per Revenue Hour	16	18	4th
Operating Cost per Passenger	\$8.04	\$8.90	5th

### Fare Revenue per Boarding

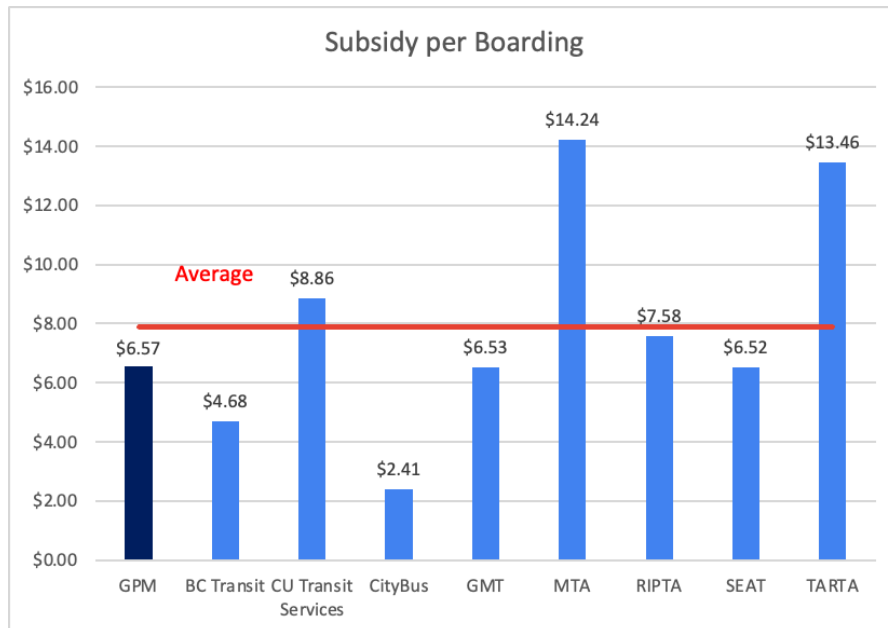
GPM's fare revenue per boarding is high compared with peers. Only Broome County receives a higher amount of fare revenue per boarding.



### Subsidy per Boarding

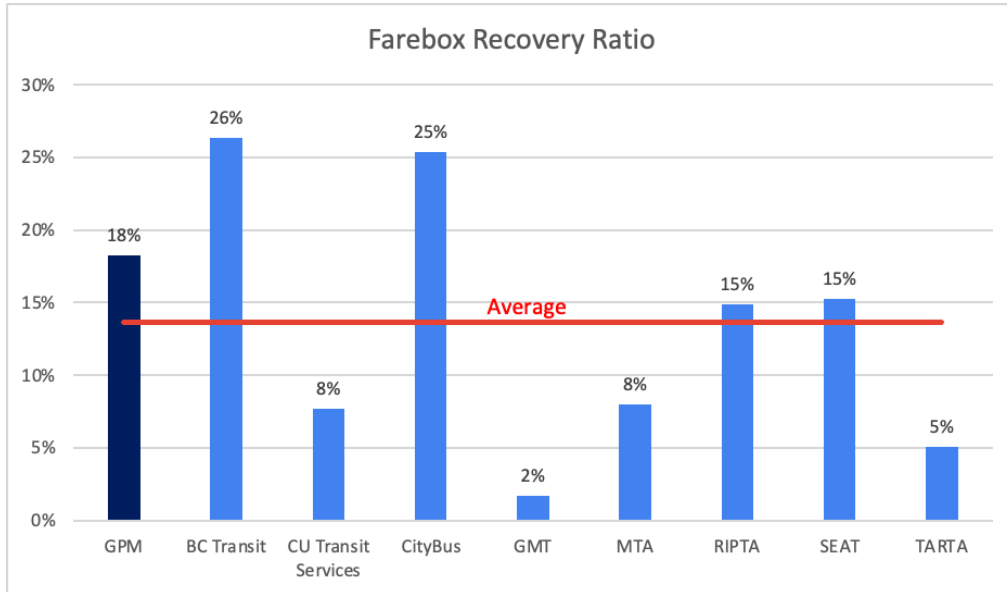
The subsidy is determined by subtracting the total fare revenue from the total operating cost for fixed-route service. This is divided by the number of fixed-route boardings to derive the subsidy per boarding. The higher the subsidy per boarding, the larger the alternative funding sources required to maintain service.

GPM's subsidy per boarding is similar to the average (\$6.57 compared to \$7.87).



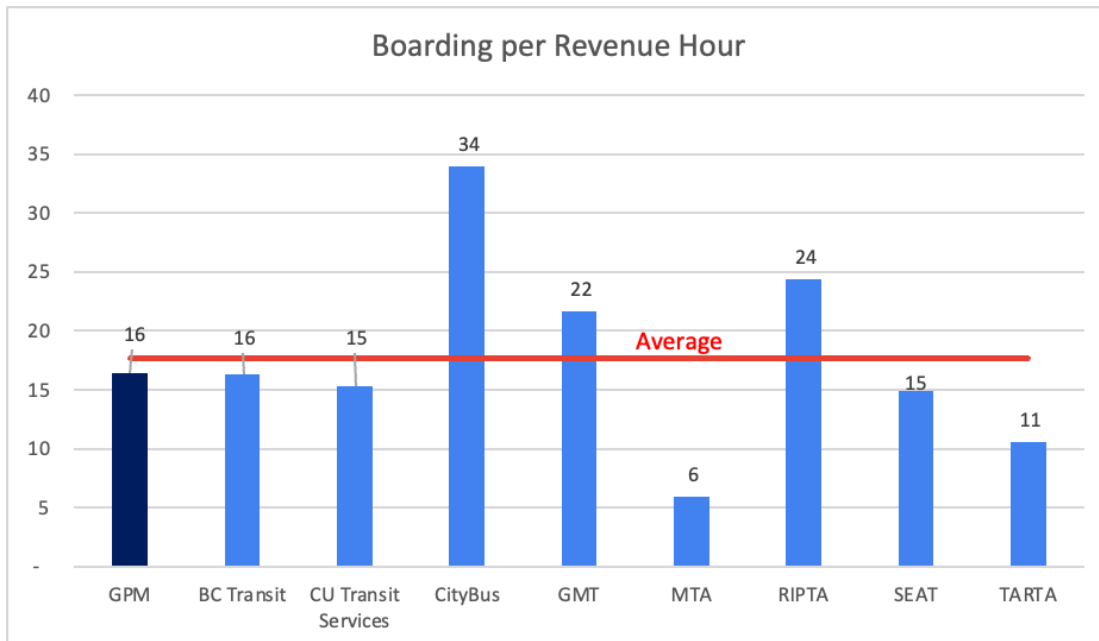
### Farebox Recovery Ratio

Farebox recovery demonstrates the proportion of operating costs that are covered by fare revenue received from riders. GPM's farebox recovery ratio is just above the peer average (18% compared to 14%).



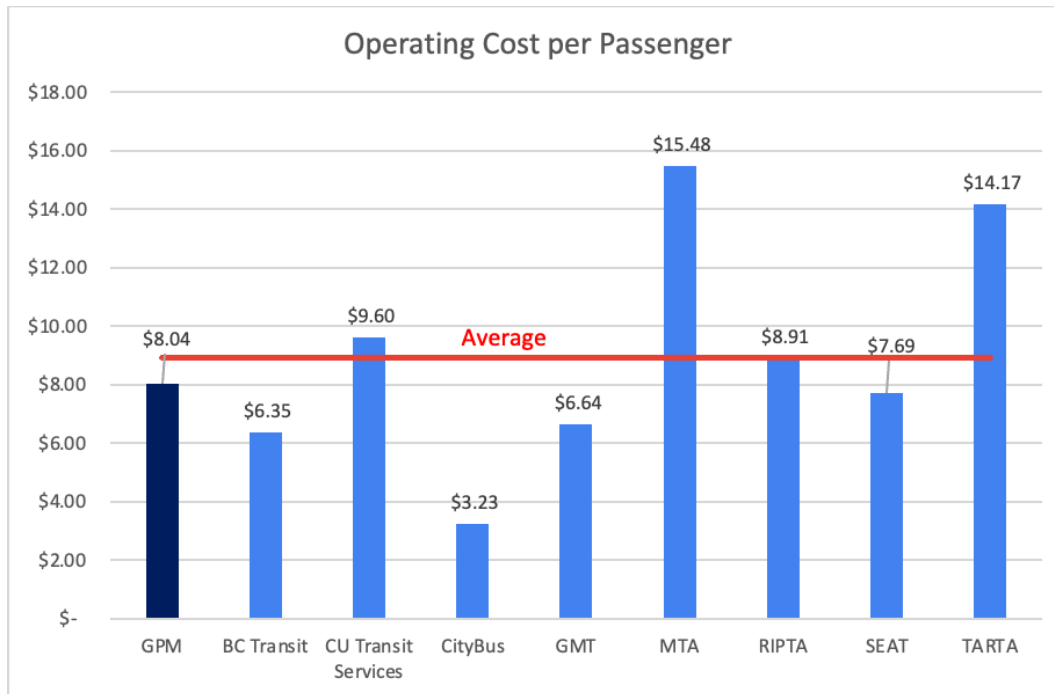
### Boardings per Revenue Hour

GPM's boardings per revenue hour are similar to the peer average (16 boardings per revenue hour compared to 18).



## Operating Cost per Passenger

GPM’s operating cost per passenger is similar to the peer average (\$8.04 compared to \$8.90).



## 4 Fixed-Route Fare Policy Peer Review

### Comparison of Full Fare Single Ride Fares

Among peers, the cost for a rider to pay a full fare, single ride ranges from \$1.00 to \$2.00. Most of GPM’s peers also have a \$2.00 adult single fare on local routes.

There is a range in how agencies deal with transfers:

- **No transfers:** Green Mountain Transit Authority, and Manchester Transit Authority
- **Paid transfers:** City of Springfield
- **Free transfers for a one-way trip:** Broome County and SEAT
- **Unlimited free transfers within a set time period:** GPM (electronic only), RIPTA, Greater Lafayette Public Transportation, and TARTA

**Table 4. Peer Full Fare Single Ride Fares**

Agency	Location	Full Fare Single-Ride Fare	Transfers
Greater Portland Metro	Portland, ME	\$2.00	Free transfers within 90 mins (no transfers with cash on board)
Broome County	Binghamton, NY	\$2.00	Free transfers for a one-way trip

Agency	Location	Full Fare Single-Ride Fare	Transfers
City of Springfield	Springfield, MO	\$1.00	\$0.25
Greater Lafayette Public Transportation	Lafayette, IN	\$2.00	Free transfers within 2 hours
Green Mountain Transit Authority	Burlington, VT	\$2.00	No transfers
Manchester Transit Authority	Manchester, NH	\$2.00	No transfers
Rhode Island Public Transit Authority	Providence, RI	\$2.00	Free transfers within 1 hour (no transfers with cash on board)
Southeast Area Transit District	Preston, CT	\$1.75	Free transfers for a one-way trip
Toledo Area Regional Transit Authority	Toledo, OH	\$1.50	Free transfers within 2 hours
<b>Average</b>		<b>\$1.81</b>	-

### Recent Fare Level Changes

Three of the peer agencies have changed their fares since 2020, with two agencies implementing fare increases and one implementing a fare decrease.

Greater Lafayette Public Transportation increased fares in January 2026, their first fare increase in 20 years. Single-ride fares increased from \$1.00 to \$2.00, and now include unlimited transfers for 2 hours; previously only one transfer was allowed. Greater Lafayette also expanded eligibility for half-fares to children aged 9 to 19 and introduced fare capping.

Green Mountain Transit increased fares from \$1.50 to \$2.00 in 2024 while simultaneously launching a new fare collection system. GMT’s new fare collection system enabled them to implement fare capping and new fare technology such as open payments.

Several agencies are in planning stages of potential fare increases. RIPTA has been studying a potential fare increase since early 2025, and a fare increase is likely for 2027.

**Table 5. Peer Fare Changes since 2020**

Agency	Location	Date of Fare Change	Previous Fare Change	Full Fare Single-Ride Fare (pre-fare change)	Full Fare Single-Ride (fare change)
Greater Portland Metro	Portland, ME	2020	2010	\$1.50	\$2.00
City of Springfield	Springfield,	2024	unknown	\$1.25	\$1.00

Agency	Location	Date of Fare Change	Previous Fare Change	Full Fare Single-Ride Fare (pre-fare change)	Full Fare Single-Ride (fare change)
	MO				
<b>Greater Lafayette Public Transportation</b>	Lafayette, IN	2026	~2006	\$1.00	\$2.00
<b>Green Mountain Transit Authority</b>	Burlington, VT	2024	2019	\$1.50	\$2.00

### Fare Products and Fare Levels

Peer agencies generally offer single ride, day and monthly (30/31-day) passes, matching GPM’s fare products. Four peer agencies also offer 7-day passes. The below table shows each agency’s full fare single ride fare and the multiples of their period passes. The multiple shows the breakeven point for each period pass. For example, a rider would have to board a RIPTA bus at least three separate times in order to breakeven on a RIPTA day pass/cap.

**Table 6. Peer Fare Products and Pass Multiples**

Agency	Full Fare Single-Ride Fare	4-Hour Pass	Day	5-Day	7-Day	30/31-Day	6-Month
<b>Greater Portland Metro</b>	\$2.00	-	x3	-	-	x30	-
<b>Broome County</b>	\$2.00	-	x2.5	-	x12.5	x35	-
<b>City of Springfield</b>	\$1.00	-	x3	-	x10	x36	-
<b>Greater Lafayette Public Transportation</b>	\$2.00	-	x2	-	-	x25	x89
<b>Green Mountain Transit Authority</b>	\$2.00	-	x2	-	-	x25	-
<b>Manchester Transit Authority</b>	\$2.00	-	x2.5	-	x10	x30	-
<b>Rhode Island Public Transit Authority</b>	\$2.00	-	x3	-	-	x35	-
<b>Southeast Area Transit District</b>	\$1.75	x1.4	x2	x8	-	x22.9	-
<b>Toledo Area Regional Transit Authority</b>	\$1.50	-	x2	-	x10	x30	-

Three agencies, including GPM, offer multi-ride packets of tickets. The multi-ride tickets are typically offered by transit agencies heavily reliant on paper tickets, and are mainly offered for convenience as they help riders reduce the number of transactions and benefit from discounted fares. Each transit agency with multi-ride tickets offer their riders a discount, mainly through one or two free trips.

**Table 7. Multi-Ride Tickets and Multiples**

Agency	Adult Single Fare	10-Rides	12-Rides	22-Rides	30-Rides	60-Rides
Greater Portland Metro	\$2.00	x9	-	-	-	-
Broome County	\$2.00	-	x10	x20	-	-
City of Springfield	\$1.00	-	-	-	x21	x36

### Express Routes

Only Greater Lafayette and GPM have different fare levels for express services. Greater Lafayette only offers single ride fares, valid for two hours after activation, on their express routes. BSOOB’s Route 70 Zoom Express service is listed here separately as there are different fare levels for the Zoom express service. BSOOB’s local service follow GPM’s fare structure.

**Table 8. Express Route Fares and Pass Multiples**

Agency	Adult Single-Ride Fare	Day	30/31- Day	10-Rides
Greater Portland Metro - BREEZ	\$4.00	3x	30x	9x
BSOOB - Zoom Express Service	\$5.00	3x	30x	-
Greater Lafayette Public Transportation - Express Routes	\$5.00	-	-	-

### Fare Capping

Five of the peer agencies, including GPM, offer fare capping. The agencies have day and monthly fare caps. TARTA offers a weekly fare cap.

**Table 9. Fare Capping**

Agency	Fare Capping	Time Periods	Single Ride Fare Level	Fare Levels of Fare Caps
Greater Portland Metro	Yes	Day, Month	\$2.00	\$6/\$60
Broome County	-			
City of Springfield	-			
Greater Lafayette Public Transportation	Yes	Day, Month	\$2.00	\$4/\$50
Green Mountain Transit Authority	Yes	Day, Month	\$2.00	\$4/\$50
Manchester Transit Authority	-			
Rhode Island Public Transit Authority	Yes	Day, Month	\$2.00	\$6/\$70
Southeast Area Transit District	-			
Toledo Area Regional Transit Authority	Yes	Day, Week, Month	\$1.50	\$3/\$15/\$45

### Discount Fare Programs

This section describes the discount fare programs offered by the peer agencies. It is split between children/youth discount programs and adult discount programs for different rider types.

Generally, peer agencies provide free fares for children aged 5 or 6 and under. Five of the peer agencies, including GPM, offer a 50% discount to school-age children (typically 5 - 18 or 19 years old). The City of Springfield offers a 25% discount to children aged 5 to 18 years old.

Greater Lafayette Public Transportation had free fares for youth until January 1, 2026. The agency made a number of fare changes for 2026 in response to increasing operations costs, and replaced free fare for youth with a discounted fare for youth ages 9 to 19 who are enrolled in school.

As part of their ongoing fare study, RIPTA is exploring increasing the age for free youth fares.

**Table 10. Children and Youth Free and Discounted Fares Detail**

Agency	Children/Youth Free Fares	Children/Youth Discounted Fares	
	Eligibility Criteria	Discount	Eligibility Criteria
<b>Greater Portland Metro</b>	5 years old and under	50%	6 - 18 year olds
<b>Broome County</b>	5 years old and under	-	-
<b>City of Springfield</b>	5 years old and under	25%	5 - 18 year olds
<b>Greater Lafayette Public Transportation</b>	8 years old and under	50%	9 - 19 year olds (enrolled to grade 12)
<b>Green Mountain Transit Authority</b>	Under 6 years old	50%	6 - 17 year olds
<b>Manchester Transit Authority</b>	5 years old and under	25%	Student (K-12th grades); Applies to monthly pass only
<b>Rhode Island Public Transit Authority</b>	Under 5 years old	-	-
<b>Southeast Area Transit District</b>	5 years and under	-	-
<b>Toledo Area Regional Transit Authority</b>	5 years old and under; 6 to 19 year olds during summer break (Youth Summer Blast Pass)	50%	6 to 18 year olds

Federal policies require public transportation agencies that receive Federal Transit Administration funding under the Section 5307 Urbanized Area Formula Program to charge no more than half fare to people with disabilities and seniors during off-peak hours for fixed-route services.

All of the peer agencies provide a 50% discount to seniors ages 65 and older and to people with disabilities. The only exception is GMT which has a lower age criteria for seniors at 60 years and older. Unlike other transit agencies, RIPTA limits their half-fares to off-peak hours only, which still means the agency complies with FTA regulations. Three agencies, including GPM offer a 50% discount for veterans and/or active duty military.

Only RIPTA offers a discount based on income level. RIPTA’s income related discount is mandated by the state, and is also contingent on age and/or disability status. Eligible riders are able to travel fare free on fixed-route services. Participants do have to pay for the RIPTA-issued card identifying their enrollment in the fare program.



**Table 11. Peer Discounted Fare Detail Summary**

Agency	Seniors		People with Disabilities		Military and Veterans		People from Low-Income Households	
	Discount	Eligibility Criteria	Discount	Eligibility Criteria	Discount	Eligibility Criteria	Discount	Eligibility Criteria
<b>Greater Portland Metro</b>	50%	65 and older	50%	<b>People with disabilities Medicare card</b>	50%	<b>Veterans</b>		
<b>Broome County</b>	50%	65 and older	50%	<i>People with disabilities Medicare card</i>	50%	<i>Veterans</i>		
<b>City of Springfield</b>	50%	65 and older	50%	<i>People with disabilities Medicare card</i>				
<b>Greater Lafayette Public Transportation</b>	50%	65 and older	50%	<i>People with disabilities Medicare card</i>				
<b>Green Mountain Transit Authority</b>	50%	60 and older	50%	<i>People with disabilities Medicare card</i>				
<b>Manchester Transit Authority</b>	50%	65 and older	50%	<i>People with disabilities Medicare card</i>				
<b>Rhode Island Public Transit Authority</b>	50%	65 and older	50%	<i>People with disabilities Medicare card</i>			100%	<i>Seniors or people with disabilities with low incomes</i>
<b>Southeast Area Transit District</b>	50%	65 and older	50%	<i>People with disabilities Medicare card</i>				
<b>Toledo Area Regional Transit Authority</b>	50%	65 and older	50%	<i>People with disabilities Medicare card</i>	50%	<i>Veterans and Active Military</i>		

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## Institutional Fare Programs

This section describes the institutional fare programs offered by the peer agencies. Of the eight peers, we have identified institutional fare programs at GPM, GMT, Broome County, MTA, and RIPTA.

### *Educational Programs*

**GPM, Portland Public Schools<sup>2</sup>** Through a partnership with Portland Public Schools, high school students receive free travel at all times.

**GPM, Colleges and Universities** Students of select colleges and universities can use specific routes for free by showing their student IDs.

**GMT, Unlimited Access Program<sup>3</sup>** Students, faculty and staff at University of Vermont, Champlain College, and Saint Michael's College can travel fare free, using either their campus ID or through the Ride Ready by GMT app. Launched in 2003 to help reduce traffic congestion in and around Burlington's college campuses, this program is privately funded by the participating schools in partnership with GMT and the Chittenden Area Transportation Management Association.

**BC Transit, Binghamton City School District<sup>4</sup>** Students using a valid Binghamton High School ID card may ride for free with traveling to and from school only. Exceptions are made for students involved with extra-curricular activities when they obtain a special sticker on their school ID.

**BC Transit, University Programs** Students, faculty, and staff are able to ride BC Transit buses at no charge with the scan of an active university ID. SUNY Broome students are able to ride BC Transit buses with a valid student ID.

**MTA, University/Colleges Programs** Students, faculty, and staff may board MTA buses at no charge by showing their current University of New Hampshire (UNH) ID. Manchester Community College students can obtain a free UPass at MCC to ride for free.

**RIPTA, University Pass Program (U-PASS)<sup>5</sup>** Students and/or faculty at participating schools receive transit benefits, riding with either their student ID or by purchasing reduced fare products on campus depending on agreements with each college or university.

### *Employer Programs*

**MaineHealth, GPM** All MaineHealth employees ride for free by showing their employee ID.

**Employer Sponsored Unlimited Access Program, GMT<sup>6</sup>** Employees use their work email address to sign up to the Ride Ready by GMT app. They are sent a verification code by email which allows them to access free rides.

**Wave to Work, RIPTA<sup>7</sup>** Employers can choose to subsidize the full cost of the employee bus pass or subsidize part of the cost of the employee bus pass with the employee paying the difference. There are three different options

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<sup>2</sup> <https://www.gpmetro.org/about-us/educational-institutional-partnerships/>

<sup>3</sup> <https://ridegmt.com/unlimited-access/>

<sup>4</sup> <https://broomecountyny.gov/transit/school>

<sup>5</sup> <https://www.ripta.com/Students>

<sup>6</sup> <https://ridegmt.com/employer-sponsored-unlimited-access-programs/>

<sup>7</sup> [RIPTA Wave to Work](#)

for employers:

- *Pay per Month (full)* - Employers subsidize the full amount and pay a discounted rate of \$60 per month.
- *Pay per Month (partial)* - Employers subsidize a partial amount, and with the employee’s contribution, pay a discounted rate of \$65 per month.
- *Pay per Ride (partial or full)* - Employers subsidize the full amount to pay a discounted rate of \$1.50 per ride taken or a partial amount to pay a discounted rate of \$1.75 per ride.

### Non-Profit Organization Programs

The only peer agency that operates a non-profit or social service organization purchase program is RIPTA. RIPTA is also the only peer agency with a low-income fare program.

**Transportation Funding Support for Low-Income Riders, RIPTA<sup>8</sup>** Community-based organizations, state agencies, and housing and social service partnerships can participate in this program, which allows them to purchase fares with a 50% discount for their clients. Clients can receive these fare products for free or can be asked to pay for them by the organizations. The aim of this program is to provide transportation support to low-income riders who do not qualify for other existing transit assistance programs.

## Microtransit Services Fare Policy Review

Microtransit is an on-demand public transit service that provides flexible, shared rides in smaller vehicles to fill gaps in fixed-route public transportation services. Typically, riders are able to book point-to-point trips on-demand.

**Table 12. Peer Microtransit Service**

Agency	Microtransit Service	Number of Zones	Website
Greater Portland Metro	Metro Connect On Demand	1	<a href="https://www.gpmetro.org/metroconnect-on-demand/">https://www.gpmetro.org/metroconnect-on-demand/</a>
Green Mountain Transit Authority	MyRide by GMT	1	<a href="https://ridegmt.com/myride/">https://ridegmt.com/myride/</a>
Manchester Transit Authority	CART	5	<a href="https://mtabus.org/cart/">https://mtabus.org/cart/</a>
Rhode Island Public Transit Authority	Flex	7	<a href="https://www.ripta.com/flex">https://www.ripta.com/flex</a>
Southeast Area Transit District	HOP & New London Smart Ride	3	<a href="https://www.southeastareatransitdistrict.com/microtransit-services/">https://www.southeastareatransitdistrict.com/microtransit-services/</a>
Toledo Area Regional Transit Authority	TARTA Flex	4	<a href="https://tarta.com/ride-tarta/tarta-flex/">https://tarta.com/ride-tarta/tarta-flex/</a>

<sup>8</sup> <https://www.ripta.com/fares/low-income-fare-program>

Broome County has a BC County on-demand service, but riders need to book two days in advance so this service has not been included in this research.

### Microtransit Single-Ride fare Compared to Full Fare Fixed-Route Fare

The microtransit single ride fares vary from \$2.00 to \$3.00. GPM’s microtransit fare is at the bottom of the range at \$2.00. Three of the six peers operating a microtransit service do not have a price differential between fixed-route and microtransit service. TARTA microtransit single ride fare is 200% higher than the fixed-route fare. GMT’s microtransit service is free.

SEAT is the only peer agency that has a zone-based fare structure for their microtransit. Any rides within the New London Smart Ride zone is \$2.25 versus \$1.75 for any HOP zone.

**Table 13. Microtransit Fares**

Agency	Microtransit Service	Microtransit Full Fare	Local Fixed-Route Full Fare	Multiple of Local Fixed-Route Full Fare
Greater Portland Metro	Metro Connect On Demand	\$2.00	\$2.00	1x
Green Mountain Transit Authority	MyRide	\$0.00	\$2.00	0x
Manchester Transit Authority	CART	\$2.00	\$2.00	1x
Rhode Island Public Transit Authority	Flex	\$2.00	\$2.00	1x
Southeast Area Transit District	HOP & New London Smart Ride	\$1.75 (HOP) \$2.25 (Smart Ride)	\$1.75	1x/1.3x
Toledo Area Regional Transit Authority	TARTA Flex	\$3.00	\$1.50	2x

### Fare Products

Public transit agencies generally offer fewer fare products on their microtransit services compared to their fixed-route services.

Manchester Transit Authority and TARTA offer a single ride fare only. GPM and RIPTA’s microtransit fare products match their fixed-route fare products and can be used on both services.

**Table 14. Microtransit Fare Products**

Agency	Microtransit Service	Fare Products
Greater Portland Metro	Metro Connect On Demand	Match fixed-route

Agency	Microtransit Service	Fare Products
Green Mountain Transit Authority	MyRide by GMT	Free service
Manchester Transit Authority	CART	Single-ride fare only
Rhode Island Public Transit Authority	Flex	Match fixed-route
Southeast Area Transit District	HOP & New London Smart Ride	HOP: Single-ride fare only Smart Ride: Single-ride fare only
Toledo Area Regional Transit Authority	TARTA Flex	Single fare only

### Transfers to/from Fixed-Route

GPM, TARTA, and RIPTA allow free transfers between their microtransit and fixed-route services, with RIPTA’s limited to within 1 hour. Manchester Transit Authority does not allow free or discounted transfers between the two services, opting for a pay-per-boarding model instead.

**Table 15. Microtransit Transfers**

Agency	Microtransit Service	Transfers to/from Fixed-Route
Greater Portland Metro	Metro Connect On Demand	Free (limited to electronic fare media only)
Green Mountain Transit Authority	MyRide by GMT	Free service
Manchester Transit Authority	CART	No
Rhode Island Public Transit Authority	Flex	Free within 1 hour
Southeast Area Transit District	HOP & New London Smart Ride	No
Toledo Area Regional Transit Authority	TARTA Flex	Free transfers

## Rider Discounts - Microtransit

There are fewer discounts offered for different rider groups for microtransit services than for fixed-route services. This is partly because the FTA requirements to provide half-fares for seniors, people with disabilities, and Medicare card holders only applies to fixed-route services.

GPM and RIPTA offer the same discounts on their microtransit and fixed-route services. Manchester Transit Authority offers a 50% discount for children between the ages of 5 and 15 years old, with no other discount available. SEAT offers a discount on the single ride HOP fare for seniors and riders with disabilities. TARTA does not have any discounts for microtransit fares.

**Table 16. Microtransit Rider Discounts**

Agency	Microtransit Service	Discounts
Greater Portland Metro	Metro Connect On Demand	Same as fixed-route
Green Mountain Transit Authority	MyRide by GMT	Free service
Manchester Transit Authority	CART	50% discount for children aged 5 to 15
Rhode Island Public Transit Authority	Flex	Same as fixed-route
Southeast Area Transit District	HOP & New London Smart Ride	HOP: Senior/Disabled Discount Available
Toledo Area Regional Transit Authority	TARTA Flex	None

## Institutional Fare Programs - Microtransit

The institutional fare programs available through GPM, GMT, SEAT, and RIPTA also allow riders to use microtransit services without additional charges.

## Fare Collection and Fare Media

### Fixed-Route

By offering a smart card and mobile app, and only allowing riders to purchase single ride fares with cash on board, GPM’s fixed-route fare collection technology is aligned with its peer agencies

One peer (GMT) currently supports payment with open payments (using a bank card to pay fares on board), and RIPTA is planning to implement open payments in 2026. GMT’s open payments does not include fare capping but their website implies that they plan to offer fare capping on open payments in the future.

**Table 17. Fixed-Route Fare Collection System and Fare Media Details**

Agency	Cash On Board	Paper / Magstripe Tickets	Smart Card	Mobile App	Open Payments
<b>Greater Portland Metro</b>	Single-Ride	Eliminated	Umo	Umo	Planned
<b>Broome County</b>	Single-Ride Day Pass	Day Pass 7-Day 31-Day Multi-Ride Books	Genfare	Genfare	No
<b>City of Springfield</b>	Single-Ride Day Pass	Single-Ride Day 7-Day 31-Day Multi-Ride Books	Genfare - 7- and 31-Day Pass only	Token Transit	No
<b>Greater Lafayette Public Transportation</b>	Single-Ride Day Pass	Eliminated	EZfare Smartcard	EZfare Mobile App	No
<b>Green Mountain Transit Authority</b>	Single-Ride	Eliminated	Genfare	Genfare	Yes (no fare capping)
<b>Manchester Transit Authority</b>	Single-Ride	Single-Ride 7-Day 31-Day	No	No	No
<b>Rhode Island Public Transit Authority</b>	Single-Ride	Eliminated	INIT	INIT	Planned
<b>Southeast Area Transit District</b>	Single-Ride	Single-Ride Day Pass 5-Day 7-Day 31-Day Multi-Ride Books	No	Token Transit	No

Agency	Cash On Board	Paper / Magstripe Tickets	Smart Card	Mobile App	Open Payments
<b>Toledo Area Regional Transit Authority</b>	Single-Ride Day Pass	Day Pass 7-Day 31-Day	EZfare Smartcard	EZfare Mobile App	No

### Microtransit

GPM is currently offering best practice in terms of fare collection on microtransit with riders able to use the same fare collection system on fixed-route and microtransit service. Using the same fare collection system on both services makes fare payment simpler for riders.

**Table 18. Microtransit Fare Collection System and Fare Media Details**

Agency	Microtransit Service	Cash On Board	Paper Tickets	Electronic Solutions	Microtransit Provider
<b>Greater Portland Metro</b>	<b>Metro Connect On Demand</b>	Yes	No	Mobile App (same as FR) Smart Card (same as FR)	Spare Labs
<b>Green Mountain Transit Authority</b>	<b>MyRide by GMT</b>	Free	Free	Free	Via
<b>Manchester Transit Authority</b>	<b>CART</b>	Yes	No	No	Spare Labs
<b>Rhode Island Public Transit Authority</b>	<b>Flex</b>	Yes	No	Mobile App (same as FR) Smart Card (same as FR)	Spare Labs
<b>Southeast Area Transit District</b>	<b>HOP &amp; New London Smart Ride</b>	Yes	No	Mobile App (Microtransit specific)	Spare Labs
<b>Toledo Area Regional Transit Authority</b>	<b>TARTA Flex</b>	Yes	No	Masabi (EZfare) Mobile App (Visually Validated)	Via

## Key Findings

### Fixed-Route

- GPM’s farebox recovery is above average, with high fare revenue per passenger and low subsidy per passenger compared to peers.

- GPM's single ride fare is at the top of the range amongst peers. The majority of GPM's peers also have a \$2.00 adult single ride fare on local routes, yet most of the agencies with a \$2.00 fare allow free transfers with the single ride fare.
- Three of the eight peers have implemented a fare change since 2020.
- GPM's fare structure matches peer agencies with single ride, day, and monthly passes/caps. A small number (3 including GPM) offer multi-ride tickets. GPM and four peer agencies also offer fare capping matching their pass product structure.
- GPM and Greater Lafayette Public Transportation are the only two agencies which have different fare levels for express fixed-route services.
- GPM's discounts for youth, seniors and people with disabilities are in line with those offered by the peer agencies. GPM also offers a discount for veterans; only Broome County and TARTA do this. RIPTA is the only peer agency which offers a discount based on income level.
- Most peer agencies offer a university or college pass program while fewer peer agencies offer an employer pass program.

## Microtransit

- Five of the peer agencies also offer a microtransit service.
- The microtransit single ride fares vary from \$2.00 to \$3.00, with GPM's at the bottom of the range at \$2.00. Three of the six peers operating a microtransit service do not have a price differential between fixed-route and microtransit service. TARTA microtransit single ride fare is 200% higher than the fixed-route fare, however, GMT's microtransit service is free.
- MTA, SEAT, and TARTA offer a single ride fare only. GPM and RIPTA's microtransit fare products match their fixed-route fare products and can be used on both services.
- Only one of the peers (MTA) does not allow a free transfer from fixed-route services to/from microtransit services.
- For most agencies, the fare discounts and institutional pass programs match for fixed-route and microtransit service.

## Fare Collection

- GPM is meeting best practices for fare collection on fixed-route services by limiting cash payment on board to single rides and encouraging electronic fare payment through smart card and mobile app.
- GMT allows riders to pay with their bank cards on board, but fare capping is not enabled for open payments. RIPTA is planning to implement open payments with fare capping.
- GPM is meeting best practices for fare collection on microtransit by allowing riders to pay for fixed-route and microtransit fares using the same fare collection system making it simpler for riders and reducing cost of fare collection for GPM.



## Executive Committee

## AGENDA ITEM 6

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### DATE

March 24, 2026

### SUBJECT

Intergovernmental Agreement with the Town of Scarborough

### PURPOSE

Review the terms of a draft intergovernmental agreement (IGA) with the Town of Scarborough for new Metro operated transit service within the Town.

### BACKGROUND/ANALYSIS

In order to facilitate the launching of new Metro service in the Town of Scarborough and the Town's future joining of Metro as a member community, Metro staff in cooperation with Scarborough staff have created a draft intergovernmental agreement to outline the terms of the pilot project.

The agreement establishes a three-year "Pilot Phase" for fixed-route and microtransit service expansion, funded by the Federal funding, the Maine Turnpike Authority and municipal contributions from the Town.

The agreement provides the following terms.

#### Term and Key Dates

- Effective Period: July 1, 2026, through December 31, 2028.
- Service Launch: No later than September 1, 2026.
- Performance Review: Metro provides a continuation recommendation by June 1, 2028 ; the Town must respond by July 15, 2028.

#### Service Operations

- Scope: A fixed-route bus service connecting Scarborough and Portland, plus a designated microtransit zone within Scarborough.
- Minimum Standards: Service will operate Monday–Saturday (approx. 6 am–10 pm) and Sunday (8 am–6 pm).
- Flexibility: Metro maintains the right to adjust routes, schedules, and fares to optimize efficiency in consultation with the Town.

#### Financial and Capital Terms

The Town is committed to a structured payment schedule to cover its share of capital and operating costs:

### Payment Milestones

- July 31, 2026 - \$65,000
- July 31, 2027 - \$145,000
- July 31, 2028 - \$159,500

### Infrastructure

Metro owns all FTA-funded assets, including bus shelters. Metro is responsible for installation and repairs, while the Town must report any damage or vandalism.

### Governance and Compliance

- Performance Tracking: Metro will report quarterly on metrics including boardings per trip, fare recovery ratio, on-time performance, and safety data.
- Termination: Either party may terminate with 120 days' notice. If the Town terminates early, it remains liable for the full capital cost share and prorated operating costs.
- Future Membership: If the service extends beyond the pilot, the Town Council must vote to join the Greater Portland Transit District as a formal member community.

### Risk Mitigation

The agreement includes a mandatory good faith mediation process for any disputes prior to initiating litigation. Additionally, Metro reserves the right to continue the project with other municipal partners regardless of a default or termination by the Town.

### Next steps

On April 1, 2026 Metro staff will present final draft routes and the terms of the IGA to the Scarborough Town Council at a workshop. Based on any feedback from the Town Council, the IGA may be amended for final approval by the Executive Committee and the Scarborough Town Council.

### **FISCAL IMPACT**

### **RECOMMENDATION**

This item is for discussion and input.

### **CONTACT**

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### **ATTACHMENTS**

Attachment A – Draft Intergovernmental Agreement with the Town of Scarborough

**INTER-GOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE GREATER PORTLAND TRANSIT DISTRICT AND**  
**THE TOWN OF SCARBOROUGH**  
**REGARDING**  
**THE SCARBOROUGH Metro SERVICE EXPANSION**

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

WHEREAS, Metro has been working collaboratively with the Town and other municipal corporations of the State of Maine (collectively, the "Municipal Partners") to develop regularly scheduled fixed route bus service between the Town of Scarborough and the City of Portland and South Portland, along the Route 1 Corridor and on-demand microtransit service within the Town of Scarborough, as part of Metro's "Scarborough Service Expansion Project" (the "Project");

WHEREAS, on October 16, 2025, the Maine Turnpike Authority approved funding for enhanced transit service in Scarborough to support the first three years of the Project (the "Pilot Phase");

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

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

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

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

2. Effective Date; Term. This Agreement shall commence on July 1, 2026, and shall remain in force until December 31, 2028, (the "Pilot Phase") unless terminated under the provisions of paragraph 6 hereunder, or until superseded by a new agreement. After the expiration of this Agreement, it shall not be automatically renewed, but may be renewed or extended by mutual written agreement of the Parties.
3. Metro Responsibilities.
  - a. Pilot Phase. Metro agrees to undertake the Pilot Phase of the Project as follows:
    - i. Launch and Operation. Metro agrees to launch and operate a fixed route local bus route between the Town of Scarborough and the City of Portland, which will include passenger pick-up and discharge within the geographic boundaries of the Town and may include passenger pick-up and discharge within the geographic boundaries of other Municipal Partners (the "Service"). The Service will be launched no later than September 1, 2026.
    - ii. Routes, Schedules, and Fares. Metro agrees to pick up and discharge passengers at designated stops along the route shown on **Schedule A**, and defined locations within the microtransit zone attached hereto. Service as described in Schedule A represents minimum service levels. Metro agrees to commence operations of the Service on Monday through Saturday from approximately 6 am to approximately 10 pm and Sundays from approximately 8 am to 6 pm; and to charge passengers a flat one-way cash fare that matches Metro's fare for local service, with reduced fares provided to eligible passengers. Changes to Service. The parties acknowledge this as a Pilot Project and anticipate there may be a need or desire to adjust the schedules and routes to better respond to passenger needs and preferences or for the efficiency and improvement of services. Therefore, Metro may, as it deems necessary, adjust any or all of the Service features throughout the term of this Agreement (including, but not limited to, the routes, trips levels, schedules, and fares described in paragraph 3.a.ii, as well as types of buses and passenger pick-up and discharge destinations within and outside of the geographic boundaries of the Town). Metro agrees to consult with the Municipal Partners, including the Town, 90 days after the launch of the Service, before making any substantial modifications to any Service feature.

- iii. Community Outreach. Throughout the Pilot Phase as Metro deems necessary, Metro agrees to collect user input about the Service features, disseminate information about the Service to the public, and market the Service.
  - b. Performance Measures. Throughout the term of this Agreement, Metro agrees to report to the Town on a quarterly basis the average boardings per trip (*i.e.*, a count of all passengers who board a single end-to-end northbound or southbound trip) and other performance measures, such as boardings per mile; fare recovery ratio; cost per passenger trip (net of fares); on-time performance; service miles between major equipment failures; accidents per 100,000 vehicles miles; customer complaints per 100,000 boardings; and survey results regarding quality of service.
  - c. Recommendation to Continue Project. Metro agrees to make a recommendation to the Town, based on the actual performance of the Service, no later than June 1, 2028 as to whether the Project should continue beyond the Pilot Phase.
4. Town Responsibilities.
- a. Town Payment. The Town agrees to pay Metro its share of annual operating and capital costs directly associated with the Pilot Phase, as set forth in Schedule B, attached hereto (the "Town Payment"). The Town agrees to pay the Town Payment upon receipt of an invoice from Metro and, in any event, no later than July 31, of 2026, 2027, and 2028.
  - b. Bus Shelters. The Parties acknowledge that a portion of the capital costs payment outlined in Schedule B will finance a portion of the purchase, site preparation and installation costs of bus stop and bus shelters necessary to serve the Pilot Phase. The parties will determine, by mutual agreement, the location, design and number of bus stops and shelters, that will serve the Pilot Phase within the geographic boundaries of the Town. Should the Town require customized bus shelters, the Town agrees to fully fund the cost difference between Metro's standard model bus shelters and the customized bus shelters.

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

- i. The Town will be responsible for reporting any damage, vandalism, or disrepair to bus shelters to Metro promptly.
- ii. Metro will be responsible for installation, maintenance and repair of shelters procured and installed as part of this Pilot Project.

- c. Recommendation to Continue Project. The Town agrees to inform Metro no later than July 15, 2028 as to whether it wishes to participate in the Project beyond the Pilot Phase. Should the Town Council choose to extend the Service beyond the pilot phase, the Town Council shall vote to join Metro as a member of the Greater Portland Transit District with all rights, privileges and obligations assigned to member communities.
  - d. Remaining Funds. Should the Town vote to join Metro and continue the Service beyond the Pilot Phase, to the extent there is unspent Pilot Phase funding, such funding shall be applied to this project for the purpose of reducing the cost to operate the service.
- 5. Dispute Resolution; Mediation. In the event that a dispute among the Parties cannot be resolved among themselves by informal means, the Parties agree that, before resorting to litigation, they will in good faith submit the dispute to confidential mediation and will engage the assistance of a mediator jointly selected by the Parties. The Parties will participate in such mediation in good faith and will disclose to the other Parties and the mediator all pertinent information concerning the dispute in their possession or control. No Party shall be prejudiced by any position taken by that Party during mediation, and no Party shall be bound by any recommendation of the mediator unless the Party accepts it. If the Parties are not able to reach agreement with the assistance of the mediator, then they retain all rights and remedies provided by law and the right to initiate and pursue litigation.
- 6. Termination; Default.
  - a. Termination. The Parties may terminate this Agreement by giving 120 days' written notice of such termination to the other Party. The Parties acknowledge that the Town Payment is essential for Metro to secure the capital necessary to initiate the Pilot Phase and to operate the Pilot Phase. Accordingly, in the event of early termination by the Town, Metro shall be entitled to (1) the Total Town Share of Capital Costs of the Pilot Phase, as set forth in Schedule B, and (2) the portion of the Town Share of Operating Costs, prorated to the date of early termination, as set forth in Schedule B. These payments shall be paid by the Town to Metro on or before the date of early termination. The Parties also acknowledge that early termination under this paragraph may constitute a service reduction that would compel Metro to engage in a public process before terminating the Service. In such case, Metro shall be obligated to terminate the Service only upon satisfaction of all legal requirements associated with a service reduction, and the Town shall reimburse Metro for any costs reasonably incurred to terminate the Service.

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

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

GREATER PORTLAND TRANSIT DISTRICT I Metro

By: \_\_\_\_\_  
Edward J. Suslovic

Date: \_\_\_\_\_

Its: President, Board of Directors

TOWN OF SCARBOROUGH

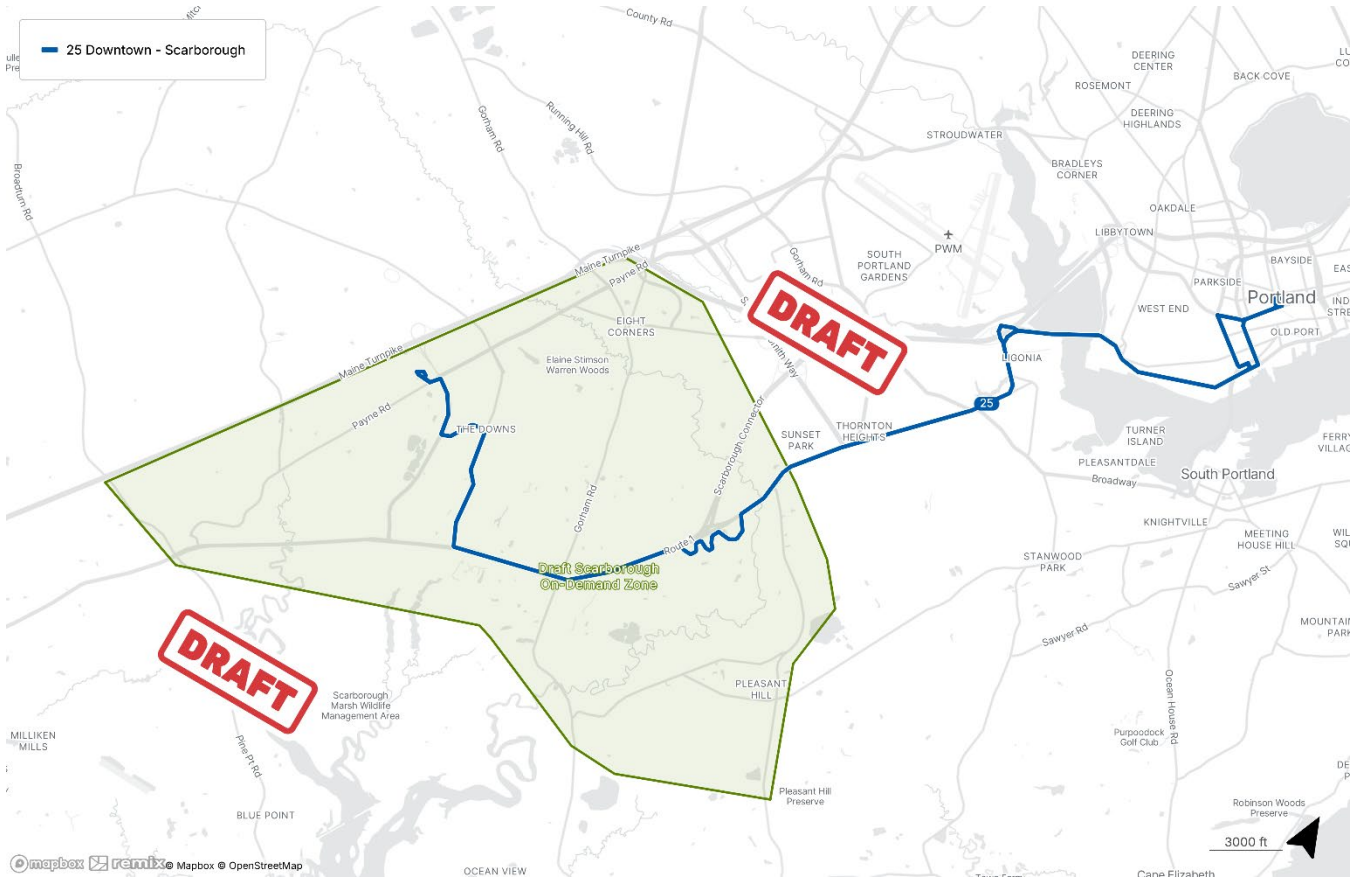
By: \_\_\_\_\_

Date: \_\_\_\_\_

Its:

# SCHEDULE A

## Scarborough Fixed Route Map and Microtransit Zone



SCHEDULE B

Scarborough Fixed Route and Microtransit  
Service Town Payment Table

Fiscal Year	Town's Share of Capital Expense	Town's Share of Operating Expense	Total Payment	Payment Due Date
2026-27	\$65,000	\$0	\$65,000	July 31, 2026
2027-28	\$0	\$145,000	\$145,000	July 31, 2027
2028-29	\$0	\$159,500	\$159,500	July 31, 2028



## Executive Committee

## AGENDA ITEM 7

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### DATE

March 24, 2026

### SUBJECT

Procurement Exception Approval for Contract with Regional Transportation Program (RTP)

### PURPOSE

Staff seeks retro-active approval of a contract with the Regional Transportation Program for the provision of ADA paratransit, that was the result of a non-competitive procurement.

### BACKGROUND/ANALYSIS

RTP has served as Metro's complementary ADA paratransit provider for more than ten years. During this time, this arrangement has been successful for both organizations. RTP works closely with Metro staff to ensure compliance with all federal regulations required.

In 2021 Metro's Board of Directors approved a new contract with RTP for two years with two optional one year extensions. After executing both contract extensions Metro's previous contract with RTP expired on December 31, 2024. This was also the same time at which South Portland was in the process of merging with Metro. South Portland Bus Service had its own contract with RTP to provide ADA paratransit services within South Portland with slightly different terms. In order to reconcile the two contracts under one new successor agreement, Metro's Executive Director met with RTP's Executive Director. The result of that meeting was a new contract that brought all of ADA paratransit service under one contract. This agreement was finalized in February of 2025 and signed on March 3, 2025. The changes to the previous contract are as follows:

- **Term** - The agreement includes a base one year term of January 1, 2025 thru December 31, 2025. It allows two 1-year extensions.
- **Rate per Boarding** – The rate per boarding increases from \$25.47 per trip to the following:
  - \$29.00 per boarding for the period January 1, 2025 through June 30, 2025 Metro ADA
  - Existing contract for South Portland to continue until June 30, 2025 (RTP will charge \$33.00 per one-way trip less \$2.50 per one-way trip uses the broker purchased ticket).
  - \$30.00 per boarding for the period July 1, 2025 through December 31, 2025 for both South Portland and Metro.
  - \$30.90 per boarding for the period January 1, 2026 through December 31, 2026.
  - \$31.83 per boarding for the period January 1, 2027 through December 31, 2027.

- **Inclusion of Third Party Clauses** - The agreement adds new FTA clauses required of third-party contractors.

The Executive Director has documented this contract as a procurement exception due to the fact that *“the project is continued or ongoing, and award to another vendor would result in unacceptable delays”*. Since this contract was the result of a non-competitive procurement, Metro’s procurement policy requires that the Board of Directors (or Executive Committee on the Board’s behalf) approve this contract.

Metro retains goal of performing a comprehensive assessment of the options for providing ADA paratransit service in light of new technologies and service delivery models, as well as the method of operations (contract or internal). The pandemic placed this initiative on hold. The term of this agreement is to allow for this assessment to complete, along with any associated decision-making, in the next 12-24 months. This timeframe allows a potential service change and/or operational transition to occur in 2027.

#### **FISCAL IMPACT**

The financial impact of this contract has already been incorporated in Metro’s approved 2026 operating budget.

#### **RECOMMENDATION**

Approve the agreement retro-actively to January 1, 2025.

#### **CONTACT**

Glenn Fenton  
Executive Director  
(207) 517-3025  
[gffenton@gpmetro.org](mailto:gffenton@gpmetro.org)

#### **ATTACHMENTS**

Attachment A – Contract with RTP (2025-2027)  
Attachment B – Procurement Exception Documentation

# **AGREEMENT FOR ADA COMPLEMENTARY PARATRANSIT SERVICES**

**BETWEEN  
GREATER PORTLAND TRANSIT DISTRICT (METRO)  
AND  
REGIONAL TRANSPORTATION PROGRAM (RTP)**

**This Agreement is made and entered into as of January 1, 2025, by and between the Greater Portland Transit District, Portland, Maine (hereinafter “METRO”) and the Regional Transportation Program, Inc. (hereinafter “RTP”)**

WHEREAS, METRO owns and operates a system of public transportation serving the municipalities of Brunswick, Falmouth, Freeport, Gorham, Portland, South Portland, Westbrook, and Yarmouth; and

WHEREAS, METRO is required under the Americans with Disabilities Act (ADA) and associated federal regulations to provide Complementary ADA Paratransit service to eligible individuals living in its service area; and

WHEREAS, METRO receives funding from the Federal Transit Administration (FTA) to support ADA Complementary Paratransit services; and

WHEREAS, RTP is a non-profit organization with expertise in paratransit operations and has the capacity to implement and manage ADA Complementary Paratransit services for METRO; and

WHEREAS, METRO desires to contract with RTP for the provision of federally required ADA Complementary Paratransit service;

NOW, THEREFORE, in consideration of the payments and mutual covenants contained herein, the parties agree as follows:

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## **ARTICLE 1 - SCOPE OF SERVICES**

1.1 RTP shall provide ADA Complementary Paratransit Services (“Services”) in full compliance with the Americans with Disabilities Act (1990), 49 CFR Part 37, FTA C 4710.1, and all applicable federal regulations.

1.2 RTP shall provide all necessary personnel, materials, equipment, and supplies to operate the Services within METRO’s transit service area and span of service, as defined below:



- **Transit Service Area:** RTP shall provide Services within a width of three-fourths (3/4) of a mile on each side of each METRO LOCAL fixed route and a radius of three-fourths (3/4) of a mile at the ends of each fixed route.
- **Span of Service:** RTP shall provide Services throughout the same hours and days as METRO's fixed route service.

1.3 RTP shall determine eligibility for passengers in accordance with federal regulations and maintain all records of eligibility determinations for inspection by METRO.

1.4 RTP shall ensure that public communication regarding Services is accessible, including the availability of information in multiple formats and language assistance for individuals with limited English proficiency.

1.5 METRO shall provide RTP with at least thirty (30) days' prior written notice of any changes in its fixed-route service schedule that may impact paratransit operations.

1.6 RTP shall immediately notify METRO if it determines it cannot provide Services at the required level, manner, or cost, and the parties agree to negotiate any necessary modifications.

1.7 RTP shall participate in METRO's public meetings and consumer advisory committee related to ADA Complementary Paratransit Services.

1.8 RTP shall coordinate with METRO on weather-related service changes and shutdowns.

1.9 RTP shall allow METRO to observe operations and conduct compliance inspections upon reasonable notice.

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## **ARTICLE 2 - PERFORMANCE METRICS AND REQUIRED REPORTS**

2.1 RTP shall furnish reports and information to METRO as described below. The purpose of collecting data on these items is to assess utilization, operational performance, any deficiencies in paratransit service compared to fixed route bus service, and any capacity constraints.

A. **Ridership** — A one-way trip by an eligible passenger equals one boarding. A round-trip taken by an eligible passenger equals two boardings. Boardings shall be the basis for reporting ridership and making payments under the terms of this Agreement.



**B. On-time Performance for Pick-Ups** — Actual pick-up times shall be evaluated relative to a 30-minute pick-up window. No later than the 20th day of each month, RTP shall report the total number of rides classified as “pickups”, the number of trips picked up early, on-time, and late based on the associated pickup window. The window for a trip designated as a “pick up” is from 0 minutes to 30 minutes after the requested pick-up time. Early trips will be defined as those trips picked up before the pickup window. On-Time trips will be defined as trips picked up within the pickup window. Late trips will be defined as trips picked up after the pickup window.

**C. Trip Denials** — No later than the 20th day of each month, RTP shall report for the preceding month all trip denials along with information documenting the circumstances of the denial as well as RTP's assessment of the reason for the denial. A trip denial is minimally defined as when any one of the following instances occurs: i. A rider requests a next-day trip and RTP says it cannot provide that trip. ii. A rider requests a next-day trip and RTP can only offer a trip that is outside of the 1-hour negotiating window. This represents a denial regardless of whether the rider accepts such an offer. iii. A rider requests a round-trip and RTP can only provide one leg of the trip. If the rider does not take the offered one-way trip, both portions of the trip are denials.

**D. Missed Trips** — No later than the 20th day of each month, RTP shall report for the preceding month all missed trips along with information documenting the circumstances of the missed trip as well as RTP's assessment of the reason for the missed trip.

**E. Trip Lengths (Excessive Ride Times)** — No later than the 20th day of each month, RTP shall report for the preceding month trip length data for a random selection of up to a maximum of 25 trips with travel times greater than 60 minutes.

**F. Untimely Drop-offs** — No later than the 20th day of each month, RTP shall report for the preceding month the total number of trips anchored by “Drop Off” time and the total number of trips dropped off after the drop-off window.

**G. No-Show Reports** — RTP shall report for the preceding month all no-shows which are defined as when an eligible passenger fails to board the vehicle when the vehicle arrives on time (within the 30-minute pick-up window).

**H. Passenger Complaints** — RTP shall report for the preceding month a document listing all complaints received related to the Services provided under this Agreement.

**I. Vehicle Preventive Maintenance Inspections Report** — RTP shall provide METRO with a “PM Inspection Report by Vehicle” for the preceding month.

**J. Alcohol and Drug Test Reports** — RTP agrees to provide METRO with a copy of its annual FTA MIS report regarding compliance with FTA and U.S. DOT requirements for alcohol and drug testing.

**K. Pre-trip Inspections** — RTP agrees to maintain records of all pre-trip inspections for METRO review. Pre-trip inspections must include checks for vehicles' accessibility features.

2.2 Availability of Records — RTP agrees to make any and all of its records, books, papers, documents, and data, which are directly related to this Agreement, available to METRO or its authorized representatives for auditing and compliance purposes.

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## **ARTICLE 3 - PERSONNEL**

3.1 **Qualified Personnel** - RTP represents that it has, or shall secure at its own expense, all personnel required to perform the transportation service provided under this Agreement. All such personnel shall not be employees of or have any other contractual relationship with METRO. All personnel engaged in the work shall be fully qualified and trained according to applicable state and federal laws and regulations and the provisions of this Agreement.

3.2 **Conflict of Interest** — RTP shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3.3 **Employee Background Checks** — The parties to this Agreement recognize that those entities or persons providing government-funded services are subject to public scrutiny. Consequently, by entering into this Agreement, RTP assumes an affirmative and ongoing duty to conduct customary criminal background checks.

3.4 **Passenger Safeguard** — Commencing with the execution of this Agreement, RTP certifies that henceforth it will not hire individuals to perform safety-sensitive duties or publicly facing functions who, at the time of the original background check, fall into one of the following categories:

**A. During a 10-year lookback period, persons convicted of any felony charge related to the following:**

- Drug or drug-related offense
- Violent crime
- Weapons violations
- Domestic violence
- Forgery and/or counterfeiting

**B. Persons convicted of any sex offenses, crimes against children, or crimes of violence towards persons during a 10-year lookback period.**

**C. Persons convicted of OUI or DUI within a 10-year lookback period.**

**D. A person who on their DMV background check has 3 or more moving violations or 3 or more at-fault accidents within a 3-year lookback period.**

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## ARTICLE 4 - RECORDS AND INSPECTIONS

**4.1 Maintenance of Records** — RTP shall retain such documentation as listed in Article 2 for a period of not less than three (3) years after the close of METRO's fiscal year (January-December) or as may be required by the State of Maine record retention regulations or in the event of litigation.

**4.2 Right to Inspect All Work, Equipment, and Materials** — RTP shall permit METRO or any authorized representative of METRO's General Manager to inspect all work, equipment, and materials with regard to the provision of service under this Agreement during RTP's normal business hours, upon reasonable advance notice.

**4.3 Right to Observe Operations** — METRO reserves the right to observe operations by RTP pursuant to this Agreement at any reasonable time during RTP's normal business hours.

A. If any observed operations are deemed to be non-compliant with either this Agreement or applicable federal or state laws or regulations, then METRO shall notify RTP in writing of such non-compliance.

B. Upon receipt of a written notice of defect, RTP shall have 10 days to investigate the issue and provide a written report to METRO including a statement of any corrective action taken.

C. If corrective actions are reasonably satisfactory, METRO will advise RTP within 10 days. Otherwise, METRO will notify RTP of the continuing defect within such 10-day period, and RTP shall have an additional five (5) days to remedy the defect. Failure to do so may be considered as a breach of this Agreement.

**4.4 Confidentiality** — Both parties will comply with the provisions of state and federal regulations regarding confidentiality of eligible passenger records. All personally identifiable data collected in connection with RTP's performance of service shall be treated as confidential material and shall be disclosed only to authorized representatives of the parties, except to the extent disclosure may be required by law or court order. RTP shall notify METRO of any requests for information, excluding routine requests for information by individual riders, upon receipt of such requests.

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## ARTICLE 5 - TERM OF AGREEMENT

5.1 Subject to the termination provisions under this Agreement, the term of this Agreement shall be from January 1, 2025 through December 31, 2025 with additional optional years of 2026 and 2027.

*DR*

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## **ARTICLE 6 - RELATIONSHIP OF PARTIES; NON-ASSIGNMENT**

6.1 The relationship of RTP to METRO will be that of a contractor under the terms of this Agreement and in compliance with applicable federal regulations.

6.2 RTP shall utilize its own professional staff and employees and will provide its own office and maintenance facilities to provide the Services under this Agreement. RTP's personnel shall not be deemed, nor shall they hold themselves out as, employees of METRO for any purpose whatsoever, nor shall such personnel have any contractual relationship with METRO by virtue of this Agreement.

6.3 No party shall assign, convert, transfer, or delegate any of its responsibilities and obligations under this Agreement to any person, corporation, partnership, association, or entity without the prior written approval of the other party.

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## **ARTICLE 7 - PAYMENTS AND BILLING**

7.1 METRO shall make monthly payments to RTP based on actual boardings. The amount of each payment will be based on the actual boardings multiplied by the following rates:

- \$29.00 per boarding for the period January 1, 2025 through June 30, 2025 Portland ADA
- Existing contract for South Portland to continue until June 30, 2025 – RTP will charge \$33.00 per one-way trip less \$2.50 per one-way trip uses the broker purchased ticket.
- \$30.00 per boarding for the period July 1, 2025 through December 31, 2025 for both South Portland and Portland

Optional renewal years if both parties agree with the following rates:

- \$30.90 per boarding for the period January 1, 2026 through December 31, 2026 if contract
- \$31.83 per boarding for the period January 1, 2027 through December 31, 2027.

It is further agreed that all fares paid by, or on behalf of ADA eligible riders will be retained by RTP and will not be applied to reduce the rates per boarding charged to METRO as stipulated in 7.1.

7.2 METRO will make each monthly payment within thirty (30) days of receiving a complete invoice along with complete reports as required under Article 2 of this Agreement.



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## **ARTICLE 8 - DOCUMENTS**

8.1 METRO agrees to furnish or provide access to RTP to any information or material in its possession, which is relevant to RTP's performance hereunder and METRO staff will cooperate with RTP as to requests for such information or material.

8.2 All documents, data, studies, estimates, summaries, and other work or material developed under this Agreement shall be the property of the parties and be promptly delivered to the parties. Information developed or furnished by a party shall be promptly returned to that party upon completion of the Services upon request of the party. Each party shall be responsible for the protection and/or replacement of any such work or materials in its possession, including materials provided to RTP by METRO.

8.3 Notwithstanding the foregoing, nothing contained herein shall in any way prevent either party from releasing any documents or information in compliance with the laws of the State of Maine and each party has no responsibility or liability for any use which may be made of such documents or information by any third party.

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## **ARTICLE 9 - COMPLIANCE WITH LAW**

9.1 Under the terms of this Agreement, RTP has responsibility for complying with the Federal, State, and local laws and regulations that govern the provision of ADA Complementary Paratransit Services. Under current federal law, METRO is ultimately responsible for ensuring the proper provision of ADA Complementary Paratransit Services. In the absence of clear regulatory guidance, METRO and RTP will work in a collaborative manner to implement practical solutions to matters of law or regulation which are unclear.


*RM*

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## ARTICLE 10 - ACCEPTANCE AND SIGNATURES

By signing below, both parties acknowledge their agreement to the terms outlined in this Agreement.

### Regional Transportation Program (RTP)

Signature:   
Name: Don Libby  
Title: Executive Director  
Date: 3/4/2025

### Greater Portland Metro

Signature: Glenn Fenton  
Name: Glenn Fenton  
Title: Executive Director  
Date: 03/04/2025

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## **EXHIBIT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER INELIGIBILITY, AND INVOLUNTARY EXCLUSION**

By affixing a signature below, the undersigned certifies that neither RTP nor its principals or subcontractors:

1. is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal department or agency;
2. has within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification;
4. has within a three-year period preceding this Proposal had one or more public transactions (federal, state or local) terminated for cause or default.


RTP agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations, 2 CFR Part 1200. RTP further agrees that it and its affected subcontractors will provide immediate written notice to Greater Portland Transit District ("GPTD") if at any time RTP learns that a subcontractor's certification was erroneous when submitted or has become erroneous because of changed circumstances.

By affixing a signature below, RTP certifies that the above statement is a material representation of fact upon which reliance is placed by GPTD. If it is later determined that RTP knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GPTD may terminate this transaction for cause of default.

If RTP is unable to certify to any of the statements in this certification, they shall attach an explanation to this certification and indicate that it has done so by placing an "X" in the following space: \_\_\_\_\_. (In the explanation, certify to those statements that can be certified to, and explain those that cannot.)

RTP certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. §§ 3801-3812 are applicable thereto.

**Regional Transportation Program (RTP)**

Signature:   
Name: Don L. Bby  
Title: Executive Director  
Date: 3/4/2025

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**EXHIBIT C: CERTIFICATION REGARDING LOBBYING DEBARMENT**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Regional Transportation Program (RTP)**

Signature:   
Name: Don L. Bby  
Title: Executive Director  
Date: 3/4/2025

# EXHIBIT D: GREATER PORTLAND TRANSIT DISTRICT FTA REQUIREMENTS FOR THIRD PARTY CONTRACTS

**Federal Funding, Incorporation of FTA Terms, Federal Changes:** Contractor understands and acknowledges that this Contract is funded, in whole or in part, by Federal funding. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, as they may be amended from time to time, including without limitation those listed directly or by reference in any grant agreement, including the Master Agreement, between GPM and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Without limiting the foregoing, all contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1F or its successors are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act or refuse to comply with any GPM requests that would cause GPM to be in violation of the FTA terms and conditions. Contractor's failure to so comply shall constitute a material breach of this Contract. Contractor agrees to include these Contract terms, as modified to apply to each Subcontractor, in each subcontract issued pursuant to this Contract.

**No Federal Government Obligation to Third Parties:** GPM and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to GPM, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include this Contract term, as modified to apply to each Subcontractor, in each subcontract issued pursuant to this Contract.

## **Program Fraud and False or Fraudulent Statements or Related Acts:**

1. Contractor 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 Contractor's actions pertaining to this project. Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.



2. Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001, 49 U.S.C. § 5323(L), or other applicable Federal law to the extent the Federal Government deems appropriate.

3. Contractor agrees to include the above Contract terms, as modified to apply to each Subcontractor, in each subcontract issued pursuant to this Contract.

**Access to Records: Contractor agrees to:**

1. Provide to GPM, the FTA administrator, the U.S. Secretary of Transportation, and the U.S. Comptroller General or their duly authorized representatives access to all records to the extent required by 49 U.S.C. 5325(g). Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to permit the FTA and its contractors to access the sites of performance under this Contract as reasonably may be required.

2. Maintain all books, records, accounts and reports related in whole or in part to this Contract (including without limitation data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records) for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until GPM, the FTA Administrator, the Comptroller General or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto, pursuant to 49 CFR 18.42;

3. Comply with all applicable State of Maine record retention requirements and applicable provisions of the Maine Freedom of Access Law, 1 M.R.S.A. §§ 401, et seq.; and

4. Include these Contract terms, as modified to apply to each Subcontractor, in each subcontract issued pursuant to this Contract.

*all*

**Civil Rights and Equal Opportunity: Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:**

**1. Nondiscrimination; ADA.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d), and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. To the extent applicable, Contractor further agrees to comply with FTA Circular 4702.1, "Title VI requirements and Guidelines for Federal Transit Administration Recipients," as amended; U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of Civil Rights Act," 49 CFR Part 21; U.S. Department of Justice, "Guidelines for the enforcement of Title VI, Civil 3 Rights Act of 1964," 28 CFR 50.03, and all other applicable Federal implementing regulations and other implementing requirements FTA may issue, including without limitation:

- DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and



- Any implementing requirements FTA may issue. Contractor agrees to include these Contract terms, as modified to apply to each Subcontractor, in each subcontract issued pursuant to this Contract.

## 2. Equal Employment Opportunity.

• **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply, and assures that each Subcontractor will comply, with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity”), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect the work undertaken in the course of the project, by ensuring that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual origin, gender identity, or status as a parent. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue. Contractor further agrees to comply, and assures that each subcontractor will comply, with Federal prohibitions against discrimination on the basis of sex, including Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.; DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25; and Federal transit law, specifically 49 U.S.C. § 5332.

• **Age:** Contractor agrees to comply, and assures that each Subcontractor will comply, with Federal prohibitions against discrimination on the basis of age, including (i) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634; (ii) U.S. Equal Employment Opportunity Commission (“EEOC”) regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625, which implements the Age Discrimination in Employment Act; (iii) the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds; (iv) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90, which implements the Age

Discrimination Act of 1975, and (v) Federal transit law, specifically 49 U.S.C. § 5332. In addition, the Contractor agrees to comply with any other implementing requirements FTA may issue.

• **Disabilities:** Contractor agrees to comply, and assures that each Subcontractor will comply, all applicable Federal laws and regulations against discrimination on the basis of disability, including without limitation: (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities; (ii) the Americans with Disabilities Act of 1990 (“ADA”), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; (iii) the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; (iv) Federal transit law, specifically 49 U.S.C. § 5332, which includes disability as a prohibited basis for discrimination; (v) DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27, and “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR Part 39; (vi) Joint U.S. Architectural and Transportation Barriers Compliance Board (“ATBCB”) and DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38; (vii) DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35, and “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36; (viii) EEOC regulations, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630; (ix) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, Subpart F; (x) ATBCB regulations, “Electronic 5 and Information Technology Accessibility Standards,” 36 CFR Part 1194; (xi) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; and (xii) all other applicable laws and amendments pertaining to access for seniors or individuals with disabilities, and applicable Federal civil rights and nondiscrimination guidance. In addition, the Contractor agrees to comply with any implementing other requirements FTA may issue. The Contractor agrees to include these Contract terms, as modified to apply to each Subcontractor, in each subcontract issued pursuant to this Contract.



## **Safe Operation of Motor Vehicles:**

**1. Seat Belt Use:** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or GPM.

**2. Distracted Driving:** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

**3. Contractor agrees to include these contract terms,** as modified to apply to each subcontractor, in each subcontract issued pursuant to this Contract.

**Cargo Preference:** Pursuant to U.S. Maritime Administration regulations, “Cargo Preference—U.S.-Flag Vessels,” 46 CFR Part 381, to the extent those regulations apply to the Contract work, Contractor agrees to (i) use privately owned U.S.-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for U.S.-flag commercial vessels; (ii) furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project; and (iii) include these Contract terms, as modified to apply to each Subcontractor, in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

**Fly America:** Contractor agrees to comply with 49 U.S.C. § 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include this Contract term,



as modified to apply to each Subcontractor, in all subcontracts issued pursuant to this Contract that may involve international air transportation.

**Termination:** The following provisions apply unless the underlying Contract provides for terminating the Contract for convenience or for cause, in which case the provisions of the underlying Contract shall control:

**1. Termination for Convenience:** The performance of work under the Contract may be terminated by GPM in whole, or from time to time in part, with at least 7 days' prior written notice to Contractor. Any such termination shall be affected by delivery to the Contractor of a notice of termination specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of a notice of termination, and except as otherwise directed by GPM, Contractor shall, to the extent possible, (i) stop work under the Contract on the date and to the extent specified in the notice of termination; (ii) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; (iii) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (iv) transfer title to GPM and deliver in the manner, at the times, and to the extent, if any, directed by GPM, non-proprietary supplies, equipment, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and any information and other property which, if the Contract had been completed, would have been required to be furnished to GPM provided that GPM reimburses Contractor for all related costs and expenses; and (v) complete any such part of the work as shall not have been terminated by the notice of termination. Undisputed payments by GPM to Contractor shall be made by the effective date of termination, including with respect to the portion of any completed work and related costs and expenses so terminated. Except as otherwise provided, settlement of claims by Contractor under this termination section shall be in accordance with the provisions set forth in 48 C.F.R. Part 52, subpart 52.249- 2, as amended from time to time, except that wherever the word "Government" or "Contracting Officer" appears it shall be deleted and "GPM" shall be substituted in lieu thereof.

**2. Termination by Mutual Agreement:** The Contract may be terminated by mutual agreement of the Parties. Such termination shall be effective in accordance with a written agreement by the Parties.

**3. Termination for Default:** GPM may terminate the whole or any part of this Contract if Contractor (i) fails to make delivery of the supplies or perform the work within the time specified in the underlying Contract or any extension thereof as required under the Contract, or (ii) fails to perform any of the material provisions of the Contract in accordance with its terms. If GPM determines that an event of default has occurred, it shall notify Contractor in writing and provide Contractor within 30 days in which to cure



such default; provided that if Contractor demonstrates to GPM's satisfaction that it would reasonably take longer to cure such default due to causes beyond the control of Contractor, Contractor shall commence the cure during such 30-day period and diligently prosecute such cure to completion thereafter. If Contractor fails to cure within such cure period, GPM may declare Contractor to be in default and terminate the Contract in whole or in part. In the event that GPM terminates for default the 7 Contract in whole or in part, GPM may procure, upon such terms and in such manner as GPM may deem appropriate and at GPM's cost and expense, supplies or services similar to those so terminated. Contractor shall be liable to GPM for any excess costs for such similar supplies or services, and shall continue the performance of the Contract to the extent not terminated. Except as otherwise provided, settlement of claims by Contractor under this section shall be in accordance to the provisions set forth in 48 C.F.R. Part 52, subpart 52.249-2, as amended from time to time, except that wherever the word "Government" or "Contracting Officer" appears it shall be deleted and "GPM" shall be substituted in lieu thereof.

**4. Liability.** In the event of any termination, GPM shall pay only for supplies or services completed and satisfactory for acceptance by GPM up to the date of termination. Payment for completed supplies or services accepted by the GPM shall be at the Contract price. GPM may withhold from amounts otherwise due to Contractor for such completed supplies or services such sum as GPM determines to be necessary to protect GPM against loss because of outstanding liens or claims of former lien holders. Other than any outstanding payment obligations, GPM shall have no other obligation to Contractor, of any kind, after the date of termination. In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term, or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other covenant, term, or condition of this Contract. This section shall survive termination of the Contract.

**Preference for Recycled Products:** Contractor agrees comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as applicable. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**Conflict of Interest:** By entering into this contract with GPTD to perform or provide work, services, or materials, Contractor has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to GPTD and take action immediately to eliminate the conflict or to withdraw from this contract, as GPTD may require.

**Disadvantaged Business Enterprises:** To the extent authorized by applicable Federal law and regulation, Contractor agrees to, and assures that each subcontractor will, facilitate participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as Disadvantaged Business Enterprises (“DBEs”), as follows:

1. Contractor agrees to comply with (i) Section 1101(b) of SAFTEA-LU, “Moving Ahead for Progress in the 21st Century” (MAP-21), 23 U.S.C. § 101; (ii) DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26, and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
2. Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor agrees to carry out applicable requirements of 49 CFR Part 26 in the administration of this contract and the award and administration of any subcontract issued pursuant to this contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as GPTD deems appropriate, which may include, but is not limited to withholding monthly progress payments, assessing sanctions, liquidated damages, or disqualifying Contractor from future bidding as non-responsible.
3. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

**Small & Minority Businesses; Women’s Business Enterprises:** Contractor agrees to take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps include: (i) placing qualified small & minority businesses and women’s business enterprises (“SMBWBEs”) on solicitation lists; (ii) assuring that SMBWBEs are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by SMBWBEs; (iv) establishing delivery schedules, where requirements permit, that encourage participation by SMBWBEs; and (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the



Department of Commerce. Contractor agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this contract.

**Energy Conservation:** Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321 et seq.

**Environmental Protection:** Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969 (“NEPA”), as amended, 42 U.S.C. §§ 4321-4335, consistent with Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters, 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with NEPA, as amended, 40 CFR Part 1500 et seq.; joint Federal Highway Administration (“FHA”)-FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622; and any other applicable State and Federal environmental laws and regulations. 9

**Debarment and Suspension:** This Contract is a covered transaction for purposes of 49 CFR Part 29. Contractor agrees to review, and assures that all subcontractors will review, the U.S. General Services Administration (“GSA”) “System for Award Management,” <https://www.sam.gov> and the Excluded Parties Listing System at <http://epls.arnet.gov> before entering into any subcontracts. Contractor further agrees to and assures that all subcontractors will enter into no arrangement to participate in the development or implementation of this project with any party that is debarred or suspended, pursuant to DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; U.S. Office of Management and Budget (“OMB”), “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180, including any amendments thereto; Executive Orders Nos. 12549 and 12689, “Debarment and Suspension,” 31 U.S.C. § 6101 note; and other applicable Federal laws, regulations, or guidance regarding participation with debarred or suspended subcontractors. Contractor agrees to comply with said requirements throughout the term of this Contract. Contractor hereby certifies that none of the Contractor, its principals as defined at 49 CFR 29.995, or affiliates as defined at 49 CFR 29.905, are presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded or disqualified as defined at 49 CFR 29.940 and 29.945 from participation in this Contract by any Federal department or agency. Contractor certifies that the above statements are a material representation of fact upon which reliance is placed by GPM. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GPM may terminate this transaction for cause of default. Upon request, Contractor shall provide GPM with a certification addressing its debarment and suspension status, if any, and that of its principals, Contractor shall promptly inform GPM of any change in the suspension or debarment status of Contractor or its principals or subcontractors during the term of the Contract. Contractor agrees to include these Contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this Contract.



**Patent Rights and Rights in Data, Intellectual Property Rights:** This project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and data Rights apply to all subject data first produced in the performance of this contract. The contractor shall grant the agency intellectual property access and licenses deemed necessary for the work performed under this agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the contractor authorize others to do so, without the written consent of FTA, until such a time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process 10 sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, costs analyses, or other similar information used for performance or administration of the contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owners' consent, the Federal Government may not extend its Federal license to any other party. Any subject data developed under the contract, whether or not a copyright has been obtained; and any rights of copyright purchased by the contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the contractor performing experimental, developmental, or research work required as part of this contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the contract, is not completed for any reason whatsoever, all data developed under the contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the



contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.


4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract is exempt from the requirements herein, provided that the contractor identifies those data in writing at the time of delivery of the contract work.

6. The contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Acknowledgement of Federal Clauses in regards to RTP-GPM Agreement for ADA Complementary Paratransit Services for 2025 is hereby acknowledged.

### **Regional Transportation Program (RTP)**

Signature:   
Name: Dan Libby  
Title: Executive Director  
Date: 3/4/2025



**Documentation of Procurement Process Exception**  
**Applies to purchases valued at \$25,000 or more**

*Procurement of goods or services that would not be done under normal purchasing processes and would be considered Sole Source, Unique, or adequate competition has not been achieved (as defined by FTA), must be described for the procurement record, reviewed by the Procurement Officer and approved by the Executive Director. Final approved document must be submitted to the Procurement Officer. NO ORDER OR PURCHASE SHOULD BE MADE BEFORE APPROVAL.*

Date: 2/11/25 Purchase: ADA Contract Services

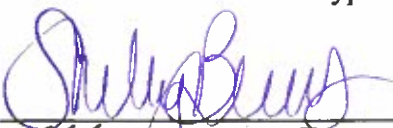

Amount: \$ 620,000

Prepared by: Glenn Fenton

**An exception to procurement procedures is requested for this purchase based on (circle reason):**

1. Only one price was received, after adequate competition was solicited. Attach explanation and process to solicit pricing.
2. Only one vendor can supply the goods or services. Attach information supporting a sole source determination, which must meet at least one of the following criteria
  - a. The vendor has a unique item or service that is not available from another source.
  - b. Patent or data rights preclude competition.
  - c. The project is continued or ongoing, and award to another vendor would result in substantial duplication of costs.
  - d. The project is continued or ongoing, and award to another vendor would result in unacceptable delays.
  - e. Only one bid or proposal was received after a competitive process.
  - f. Metro would suffer serious injury, to itself or the public, if procurement was delayed for competitive solicitation.
  - g. This procurement is noncompetitive based on Federal Acquisition Regulations.

3. Limited competition is available due to manufacturer type or brand name. Attach supporting information.

Reviewed by Procurement Officer  Date 2/11/25  
Approved by Executive Director  Date 2/11/25