

MaineDOT Low-No Grant Application

Attachment K

Workforce Documents

- **Partnership Agreements**
- **DBE/Training Programs**
- **Title VI Policy**

ARTICLES OF

AGREEMENT

September 1, 2022 – December 31, 2023

Between

GREATER PORTLAND TRANSIT DISTRICT

and

Local Union #714

of the

AMALGAMATED TRANSIT UNION

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AGREEMENT

This AGREEMENT, effective as of the first day of January, 2020 by and between the GREATER PORTLAND TRANSIT DISTRICT, hereinafter called the "District," and Local Union #714 of the AMALGAMATED TRANSIT UNION, hereinafter called the "Union."

WITNESSETH: That in the operation of the buses of the District and respecting the relations to exist during the term of this AGREEMENT between the District and its employees, both parties hereto mutually agree:

This contract is the entire agreement between the parties.

1. RECOGNITION

1.1 The District recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours of work, and other conditions of employment for all classifications set forth in ARTICLE 5 of the AGREEMENT.

1.1.2 The employer shall not bargain with or enter into an agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees in the Bargaining Unit shall undertake to represent the Union at meetings with the employer without proper authorization of the Union.

1.2 The District will pay up to 32 hours lost time annually and collectively for Union officials to be off on Union business. Requests for reimbursement will be only for hours used on business related to District operators or employees. The PR/BA or designee shall be allowed to attend to union business, to attend conventions, conferences and seminars.

1.3 Local 714 officials will give notice to their supervisors as soon as possible of their request for time off needed to conduct Union Business. If notice is not given as soon as possible, the time off may be denied at management's discretion.

2. DISCIPLINE

Policy:

Discipline shall be determined by the Transportation Operations Manager (or designee) for bus operators and by the Maintenance Manager (or designee) for maintenance employees. As a general rule, progressive discipline shall be applied; the District maintains the right to skip or repeat steps depending upon the severity of the infraction. All levels of progressive discipline with the exception of discharge, shall include counseling.

Violations shall be on separate tracks; i.e., attendance, misses, preventable accidents and other violations.

Attendance Violations

Discipline will not be issued for excused absences, which are: Worker's Compensation, Bereavement Leave Days, Approved PTO, Union Business, Jury Duty, Approved LOA, Military Duty and/or FMLA.

Unexcused absences of one or more consecutive work days shall count as one absence or occurrence.

For the purposes of discipline, the "look back" period shall be a rolling twelve (12) month time frame. Employees shall be subject to the following progression:

- 1st Occurrence: Notification of the occurrence
- 2nd Occurrence: Notification of the occurrence
- 3rd Occurrence: Notification of the occurrence
- 4rd Occurrence: Counseling
- 5th Occurrence: Written Warning
- 6th Occurrence: Written Warning
- 7th Occurrence: Written Warning
- 8th Occurrence: One (1) Day Suspension (unpaid) and Final Written Warning
- 9th Occurrence: Subject to Discharge

No call/no show absences will result in suspension and final warning for first offense. A No call/no show is defined as an absence from the workforce without notifying the employer. For the purposes of this policy, if an employee has contacted the district within four (4) hours of their start time, this absence will not be considered a no call/no show.

Unexcused absences not relating to illness shall result in additional discipline.

Late Reports or Misses

A late report is defined as reporting for work past one's scheduled report time or failing to notify the dispatcher of expected lateness prior to scheduled report time. Employees who miss will be returned to their job and may be used to perform other work before returning to their job.

For the purposes of discipline, the "look back" period shall be a rolling twelve (12) month time frame. Employees shall be subject to the following progression:

- 1st Occurrence: Counseling
- 2nd Occurrence: Counseling / Written Warning
- 3rd Occurrence: Counseling/Written Warning
- 4th Occurrence: Counseling/Written Warning
- 5th Occurrence: Final Written Warning, One (1) Day Suspension unpaid
- 6th Occurrence: Subject to Discharge

Preventable Accidents

Discipline will not be issued for non-preventable accidents.

For purposes of discipline, the “look back” period shall be a rolling twelve (12) month time frame. Employees shall be subject to the following progression; however, steps may be skipped or repeated, depending upon the severity of the accident or degree of negligence. Discipline step shall be repeated for accidents involving one vehicle with minor damage. Discipline will not be repeated more than once per rolling 12-month period.

- 1st Preventable Accident: Written Warning and Paid Retraining as determined by the Company
- 2nd Preventable Accident: Written Warning and paid retraining
- 3rd Preventable Accident: One (1) Day unpaid Suspension and paid retraining
- 4th Preventable Accident: Three (3) Day unpaid Suspension and paid retraining
- 5th Preventable accident Subject to discharge.

Retraining during suspension shall be paid at the regular rate of pay.

If a preventable accident results in a fatality, progressive discipline may be skipped and the operator may be subject to immediate discharge.

Other Violations

Violations of the District’s policies and procedures, legal statues and general workplace principles shall subject the employee to progressive discipline; however, steps may be skipped or repeated, depending upon the severity of the violation.

For the purposes of discipline, the “look back” period shall be a rolling twelve (12) month time frame for minor violations and thirty (30) months for any final warning. Employees shall be subject to the following progression:

- 1st Occurrence: Documented Verbal Warning
- 2nd Occurrence: Written Warning for related occurrence
- 3rd Occurrence: One (1) Day Suspension (unpaid) and Counseling for related occurrence
- 4th Occurrence: Two (2) Day Suspension (unpaid), Counseling and Final Written Warning for related occurrence
- 5th Occurrence: Subject to Discharge

In the situations where an employee receives discipline in lieu of discharge, the look back period shall be sixty (60) months

Consequences for violations of the District and Union’s separately negotiated Drug and Alcohol Policy will be governed by that policy

2.1 Entries shall not be placed against the discipline record of any employee until he/she has been given the right of a hearing, to be scheduled by management, on an employee’s scheduled work day, and the defense, if any, is briefly recorded with the charge on

the record. Discipline shall be administered for not reporting to scheduled hearings. Upon request he/she shall be granted an adjournment before answering such charges. Any charge shall be brought within one hundred twenty (120) hours after the alleged offense is reported to the District, or in the case of a charge involving continuous or repeated negligence, within one hundred twenty (120) hours after the last instance of such negligence or misconduct and provided the employee is not off duty, and can be notified of such charge.

2.1.1 The Greater Portland Transit District (District) and Local 714 of the Amalgamated Transit Union (Union) have mutually reached the following understanding concerning the implementation of the requirements of the above Section 2.1:

2.1.1.1 The term "charges" means the District is required to notify the employee and the Union in writing.

- A. that a complaint has been made against the employee,
- B. the date of the receipt of the complaint by the District,
- C. the nature of the complaint in general terms, and
- D. that an investigation, including a hearing, is being conducted.

2.1.1.2 Any disciplinary action taken as a result of the investigation of the complaint shall be taken within a seven business day period upon conclusion of investigation.

2.1.1.3 If disciplinary action is taken, the District shall at the time of the disciplinary action provide to the employee and the Union all pertinent information that justified the reason(s) for disciplining the employee.

2.1.1.4 Any grievance filed as a result of an employee disciplined shall be filed not later than seven (7) business days from the date of the disciplinary action by the District. It is understood between the parties that the Union shall not be prevented from filing a grievance as provided in Section 2 -Discipline pertaining to an alleged violation of the procedures contained in said section and/or the provisions contained in this memorandum.

2.1.1.5 All disciplinary action taken by the District shall be for just cause.

2.2 No discipline by suspension shall be administered which shall permanently impair seniority rights.

2.3 Employees are not to be reprimanded publicly.

Unjust Suspension or Discharge

2.4 Should it be found upon investigation in accordance with the provisions of this Collective Bargaining Agreement that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority and shall be compensated for all time lost including overtime in an amount that such employee would have normally worked and earned during such discharge or suspension, or by other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of an Arbitrator, if the matter is referred to an Arbitration Hearing.

2.5 There shall be no unnecessary delay when employees are called to the office, and when so called on their own time, they shall be paid for their time at the regular rate.

3. GRIEVANCES

3.1 Should any grievance arise; the question shall be disposed of in the following manner:

3.1.1 The grievance shall be submitted in writing and signed by the employee and/or the Union no later than ten (10) business days after the aggrieved employee or the union knew, or by reasonable diligence could have known, of the facts upon which the grievance is based. A hearing will be held by the Director of the Department, or in the absence of the Director, the Director of Human Resources will be the designee, with regard to the grievance no later than ten (10) business days. The Director of the Department, or the Director of Human Resources in the absence of the Director of the Department, shall make a written decision on the grievance within ten (10) business days of the hearing.

3.1.2 If the answer of the department head is unsatisfactory, the employee and/or the Union may submit the complaint in writing to the General Manager within ten (10) business days as a final step. The General Manager shall answer such appeal within ten (10) business days after receipt of appeal and shall answer the appeal with the decision in writing within ten (10) business days.

3.1.3 Should the grievance fail to be resolved as a result of this series of hearings, the Union or the District may elect to process the matter to arbitration as outlined in ARTICLE 3.1.7.

3.1.4 The parties hereto agree to discuss, through their duly accredited officers, all questions arising between the parties.

3.1.5 Should any differences arise between them as to the true intent and meaning or as to the application of any provision which cannot be mutually adjusted through the grievance procedure, after the procedures outlined in this ARTICLE have been exhausted, then same shall be submitted to an arbitrator no later than thirty-one (31) calendar days after such difference has arisen.

3.16 The duly accredited officers representing the District or the Union will notify the American Arbitration Association in writing within the prescribed time limits set up in

this ARTICLE of its desire to arbitrate the issue and its articles of submission, setting forth the question or questions to be arbitrated. The party instituting the notification will send a copy of such notification to the other party, and the other party will, within ten (10) business days, notify the American Arbitration Association in writing, with a copy to the instituting party, whether or not it agrees with the submission of the instituting party setting forth the question or questions to be arbitrated. If there is no agreement as to the submission, it will be developed and agreement reached at the hearing before the arbitrator. No later than ten (10) business days after the instituting party's notice to the American Arbitration Association, the American Arbitration Association will send lists to both parties listing ten (10) arbitrators available to serve on the case. Each party will cross off any name it does not wish to serve on the case and will signify their order of preference of the names that they have not crossed out. These lists will be returned to the American Arbitration Association no later than five (5) business days after their receipt. The American Arbitration Association will appoint the most mutually acceptable remaining name from the list. Should all names have been crossed out by either of the parties, the American Arbitration Association will resubmit a new list of seven (7) names to the parties within the next five (5) business days, and the parties may cross out any three of the seven names submitted and will signify their order of preference on the remaining four names and return the list no later than five (5) business days after it is received. The American Arbitration Association will then appoint the most mutually acceptable choice from the list and hearings will begin as soon as it is possible for the arbitrator to hold them. Hearings will be held under the rules of the American Arbitration Association, and the decision of the arbitrator submitted in writing to the District and the Union, shall be binding upon both parties. The arbitrator shall have authority to consider and decide finally in all cases, questions of his/her own jurisdiction under this AGREEMENT

3.1.7 The expense of the arbitrator, together with other necessary expenses, such as hall rental, stenographer, etc., shall be borne equally by the parties. If either the District or the Union cancels an arbitration unilaterally after the cancellation penalty date, the party canceling the arbitration shall be responsible for the arbitrator's fees and room costs.

3.2 The time requirements stated in ARTICLE 3.1 may be extended by written agreement of the parties for a mutually agreed upon period of time.

3.3 Grievances which affect a number of employees and involve a question which is common to all of them may be consolidated.

4. PENSION PLAN

4.1 The District and employees shall continue to fund a pension plan on a defined contribution plan basis provided that no unfunded liability shall ever accrue to the District and the District shall have no obligations beyond the contributions required by this ARTICLE. The District will match employee voluntary contributions up to 6.5% effective January 1st, 2019, 7.0% effective January 1st, 2021 and 7.5% January 1st, 2022. Employees may elect to raise or lower their contribution at any time.

4.2 For 2018, for current employees the new matching contribution shall start at the first payroll after the signing of this contract. New employees starting after the signing of this

contract shall have their contributions start after their qualifying period has ended to participate in the plan. Qualification period for all employees is the first of the month following the sixty (60) days after the date of hire.

The pension plan shall follow a vesting schedule for any new employees starting after 2/24/2015. This vesting schedule shall be as follows and is a progression to one hundred percent (100%) vesting on the District's match into the employee's pension.

Years Of service	Vesting on Employer Match
0-12 months	0%
13-24 months	20%
25-36 months	40%
37-48 months	60%
49-60 months	80%
After 60 months	100%

5. **WAGES**

5.1 The following hourly base rates of pay are established for these classifications.

	Effective 9/1/2022	Effective 1/1/2023
	3.00%	3.00%
Master Technician*	\$37.02	\$38.13
Technician*	\$34.43	\$35.46
Mechanic*	\$33.19	\$34.18
Mechanic II*	\$31.17	\$32.10
Parts Clerk*	\$32.72	\$33.71
Fleet Care Worker	\$25.42	\$26.18
Cleaner	\$23.63	\$24.33
Master Bldg Maint*	\$36.42	\$37.51
Building Maint*	\$32.59	\$33.57
Utility	\$24.96	\$25.71

5.2 Maintenance Employees shall progress to hourly base rates of pay as follows;

<u>Service Requirement</u>	<u>Hourly Pay</u>
Date of hire to 12 months	91%
13 months to 24 months	94%
25 months to 36 months	97%
After 36 months	100%

5.3 Bus Operators' shall progress to the hour base rates of pay as follows:

	Effective 9/1/2022	Effective 1/1/2023
	3.00%	3.00%
End of training to 12 months	\$25.27	\$26.02
13 months to 24 months	\$26.75	\$27.56
25 months to 36 months	\$28.24	\$29.09
After 36 months	\$29.73	\$30.62

5.4 The District may employ part-time operators for use in work limited exclusively to the following: school service, shuttle service, inter-modal service, hotel service or park and ride runs not part of regular runs, provided that no more than 75% of the operators for use in such special service work on a given day may be part-time operators.

5.4A The District will be allowed to have up to three (3) part time drivers for the purpose of covering PTO days and Union leave days. Part time operators who perform this function will be paid \$16.48 per hour. Current employees will be grandfathered at their rate of pay.

5.4.1 After completion of their probationary period, part-time operators shall become members of the bargaining unit. No individual part-time operator shall work more than thirty (30) hours per week. No full-time operator shall be laid off due to this part-time work and hiring preference shall be given to qualified retired employees. Temporary vacancies shall be filled from the spare board. Part-time operators shall not be used to displace full-time employees. If a layoff occurs because of a reduction in fixed route service, the District will make a good faith effort to piece together part-time work and extra pieces off the spare board to make a full-time job. Laid off operators will be given the option of bumping a part-time operator, as per Section 20.1.

5.4.2 Seniority for part-time operators shall begin to accrue after the operator has been "turned in", (that is, after completion of the training period required prior to entering active employment). A full-time operator who has retired as a full-time operator and has been rehired as a part-time operator shall have seniority begin on the day they were hired as a part-time operator. Should more than one (1) operator be hired on the same day, seniority shall be based on date and time of application. Layoff of part-time operators shall be on the basis of seniority, with the most junior part-time operator to be laid off first. The original assignment of a part-time operator to a particular run shall be protected, and a part-time operator shall be entitled to remain in that position until such time as the part-time operator vacates the position or is laid off. Any vacancies arising in part-time positions shall be posted, and filled by part-time operators on the basis of seniority.

5.4.3 Any disputes under this Article 5.4 shall be resolved in accordance with the grievance procedure.

5.4.4 The District may employ up to 6 part-time bus operators.

The primary intent of the utilization of part-time bus operators is to eliminate the need for assigning full-time bus operators.

Representatives from Management and the Union shall meet to devise a plan as to how part-time bus operators may be deployed. Should the two parties be unable to agree upon the terms of the use of part time bus operators, Management shall have the right to design and implement its own system of using part-timers. Any such system shall be documented and provided to the Union.

On December 31, 2023 this provision of the contract shall sunset and only continue in future contracts by mutual agreement by both parties. It is understood that any incumbent part time employees as of December 31, 2023 shall remain and maintain their eligibility for continued employment regarding this provision "grandfathered". This agreement shall supersede sections; 5.4, 5.4A, 5.4.1, 5.4.2 and 5.4.3 for the term of the agreement.

Incumbent part-time bus operators prior to contract ratification may choose to follow the previous rules for part time work or adopt the new rules developed by the Union and Management.

5.5 Operators, Technicians and Mechanics shall receive One Dollar (\$1.00) per hour in addition to their regular hourly rate of pay when required by the District to instruct student operators and maintenance employees. District required instruction shall be done by members of the bargaining unit whenever possible.

5.6 A mechanic shall be required to hold a State Inspection license within six (6) months of hiring/promotion.

5.6.1 Maintenance Department Employees in the Mechanic and Technician Classifications will receive \$1.50 per hour for successful completion of ASE Tests H1 and H2.

5.6.2 Should the District take on the full responsibility of maintain school buses by written agreement with a school district, all Mechanics and Technicians that obtain a State Inspection License for school buses shall be paid \$.25 per hour in addition to their regular rate of pay.

5.6.3 Mechanics and Technicians that hold a State inspection license shall be paid a stipend of \$0.50 per hour.

5.6.4 Mechanics and Technicians that hold an A/C certification shall be paid a stipend of \$0.50 per hour.

5.7 The District may create the classification of Working Foreman, (working mechanic), for night work in the Maintenance Dept. Pay will be at Mechanic's rate plus seventy-five cents (\$.75) per hour. The working foreman shall have the same authority as the team leader in reference to the team leader having the authority to present activity and incident reports that may or may not result in disciplinary actions as outlined in paragraph 8 of the list of team leader responsibilities.

5.8 Employees who work on Sundays shall be paid a premium of fifty cents (\$.50) per hour in addition to their regular hourly rate for all time worked on Sunday. This will be added to the rate at straight time rates after any overtime rate is calculated.

5.9 The District shall pay all union members a one time \$2,800 Inflationary Relief Payment in a separate check, the second pay period of November 2022.

6. WORK HOURS OF OPERATORS

6.1 Operators shall bid work for five (5) days per week.

6.1.1 Operators shall be allowed to swap days off provided:

- The Operators swapping make all arrangements for the swap, on their own time.
- Swaps must be submitted in writing, on a form provided by the District, before the spare-board is released prior to the first day of the swap and approved by management.
- Swaps must be completed in the same pay week.

6.2 In no case shall an operator work on his/her "off day" except in an emergency, whereby there is a shortage of operators. Then the District may call operators on their "off day" for any bus work, such work to be divided as equally as possible from week to week in accordance with seniority. When a regular operator is called on his/her "off day," the operator shall perform such work as would have been regularly assigned to him/her had it not been his/her "off day." When a regular or spare operator is called on a Saturday, he/she will work the latest finishing job. When called in on a Sunday, he/she will work the open job. On Minor Holidays, if called in, he/she will work the latest finishing job if not holding a regular job or a spare position. Any operator required to work on his/her "off day" shall be notified by the District not later than three o'clock (3:00 P.M.) of the previous day. Such operators shall receive time and one-half (1 ½) for all work on a day off if the operator completes all of his/her assigned work on his/her regularly scheduled five (5) days in that work-week, unless excused due to his/her illness or death in the family. It is understood that when an operator is called, he/she shall not be called again for such work until all the other operators who are available have been called.

6.2.1 An operator that works on his day off shall be paid straight-time for hours worked if he has an unscheduled day off within in the same pay period. The first occurrence of this type each calendar year shall be paid at overtime. Operators forced to work their day off shall be exempt from the unscheduled work provision and shall be paid overtime

6.3 The foregoing relating to operators who are working on their "off day" shall become inoperative if a layoff of operators has taken place without a corresponding reduction in work or when additional runs or regular extra work have been established that have not been compensated for by the hiring of additional operators.

6.3.1 If an operator is assigned to work their scheduled day off two weeks in a row or two scheduled days off in a row, and it becomes necessary to assign an operator for a third straight week, or a third scheduled day off, then the next junior operator shall be assigned the work.

6.4 For the purpose of calculating overtime hours during the work week, any paid leave for bereavement leave or jury duty shall be counted as hours worked.

6.5 Employees working both scheduled days off in the same week (Sunday to Saturday) shall be paid double time for all hours worked on the second day off worked, provided that they have worked their entire scheduled overtime assignment on day off one and overtime assignment on day off two and have not had any sick days within that week.

7. TIME ALLOWANCES

7.1 Operators shall be required to report ten (10) minutes before scheduled starting time to prepare for work, which time shall be allowed. Operators shall be allowed five (5) minutes for putting up a bus. Swinging on or swinging off a bus in service shall not carry those allowances.

7.2 Operators when required to make out accident reports and incident reports on their own time shall be entitled to twenty (20) minutes time allowance.

7.3 Employees required to participate in accident or incident investigations beyond the point of making out reports, shall be paid for all lost time if during their regular working hours and for all of their own time actually employed in such work.

7.4 Employees attending court or attending any official inquiry regarding the District business, shall receive the same consideration as to wages which they would be entitled to if engaged in their regular work, but shall not be entitled to a witness fee in addition.

7.5 Employees required to come into the District's offices on their own time for District business, other than disciplinary matters, shall be compensated for time spent in such meetings. This provision shall not apply to time spent selecting work.

7.5.1 When the District schedules a meeting with an operator and the District cancels the meeting at the last minute and the operator is traveling from home and reports and/or an Operator who reports, shall be paid one hours pay.

7.6 Employees required to serve on jury duty shall be paid an amount which, together with the compensation received as a juror, equals eight (8) hours pay at straight time rates per day, provided the employee serves such duty on a scheduled work day. When an

employee reports for jury duty, that employee will be considered on jury duty for the entire day.

8. REGULAR RUNS

8.1 A regular run is any scheduled run which provides between seven and one-half (7 ½) and eight and three-quarter (8 ¾) hours platform work, to be completed with not more than one (1) break, but the District may take a lesser number of hours and make a scheduled run. Such runs, however, shall not have more than two (2) breaks.

8.2 Breaks of less than thirty (30) minutes shall be paid for as platform time.

8.3 All regular runs with platform time of less than eight (8) hours, shall pay eight (8) hours time.

8.4 In making up schedules of regular runs, the District shall arrange at least sixty-seven (67) percent of the runs with an outside time not exceeding ten (10) hours and the remainder of the regular runs not exceeding twelve (12) hours outside time. Whenever possible, other pieces of regular work that are left over, after the aforementioned runs have been drawn up, shall be put together as outside runs. An outside run is a run that contains less than seven and one-half (7 ½) hours of actual work time that can be completed within twelve (12) hours and will pay eight (8) hours time plus the other provisions of regular runs. Such outside runs shall not be counted in arriving at the percentage breakdown for regular runs mentioned above in this ARTICLE. Nothing in this ARTICLE shall preclude the District from placing on the spare board, pieces of work of less than four and one-half (4 ½) hours, provided these pieces cannot be put together to make runs or outside runs.

8.5 Time for reporting or turning in and allowed time, shall not be considered in determining whether a run exceeds the limits of outside or inside time.

8.6 All regular runs with platform time of less than eight (8) hours, shall pay eight (8) hours time. Time allowances outlined in ARTICLES 7.1 and 7.2 shall be applied against the time required to bring a run up to eight (8) hours.

8.7 Fifteen percent (15%) of weekday runs are to be straight eights and are to be completed before 2:30 P.M.

8.8 Twenty-five percent (25%) of regular runs are to be straight eights.

9. OVERTIME ALLOWANCES: REGULAR OPERATORS

9.1 An operator holding a regular run will not run extra trips or do extra work, unless there are no available spare board operators on the property. . When regular operators are required to do extra work, such work shall be given to the senior available operator who can start and complete this work. Once an operator has finished his/her daily work, the District is not required to call them back in if more work becomes available. The provision for completing the work also applies to extra operators.

9.2 Whenever an operator has a paid guarantee on a regular run, no additional time will be paid unless a delay exceeds the amount of the guarantee.

9.3 Regular operators when delayed over thirty (30) minutes beyond the run's scheduled time of relieving, shall be paid at the regular rate for the first thirty (30) minutes, and additional compensation at the rate of fifty percent (50%) of the regular hourly rate after the first thirty (30) minutes. The time to be computed in actual minutes.

9.4 Operators called upon to do any work which calls for time in excess of the run's scheduled time of relieving, except in the case of delays mentioned in the previous paragraph, shall be entitled to additional compensation at the rate of fifty percent (50%) of their regular hourly rate. The time to be computed in actual minutes.

9.5 A regular operator called upon to report earlier than his/her regular reporting time, or called back after his/her relief time, shall be paid at the rate of fifty percent (50%) above his/her regular rate for such extra work. For report before starting his/her run, or report within one (1) hour from his/her release time, he/she shall be paid from the time called if he or she arrives within one hour of time called. If he or she does not arrive within one hour from the time called, he or she shall be paid from the time that they report. When called within one (1) hour of relief time, his/her extra time shall start at his/her relief time. For report more than one (1) hour after his/her relief time, he/she shall receive not less than two (2) hours regular pay.

9.6 If the District must assign an operator to work after his or her appointed shift, whenever possible, it shall be the junior available operator that has not already worked 12 hours.

10. SPARE BOARD WORK

10.1 All platform work other than regular runs, except otherwise provided for, shall be listed as work for operators on the spare board, and shall be completed within twelve (12) outside hours. In determining the outside hours, time for reporting and turning in, shall not be considered.

10.2 All operators on the spare board who are listed for work and report in time, shall receive at least seven (7) hours pay, therefore, whether working or not, provided they remain on duty as long as required by the District, but not exceeding twelve (12) hours. All work in excess of seven (7) hours will be paid for at regular rate. For all such operators on the spare board who work a full day, as outlined above, if their seven (7) hour guarantee plus all time allowances fail to equal eight (8) hours, sufficient additional time shall be added to bring the time paid for that day's work to equal eight (8) hours. Time allowances which are actually outside the twelve (12) hour spread shall be paid at straight time rates in addition to the said eight (8) hour minimum pay.

10.3 Operators on the spare board who are listed for "early report" and "A.M. details", shall remain on report unless working or excused at their own request, until such time as the spare board is posted for the day. The first report operator shall not receive a break

unless he/she catches a regular run, and then shall only receive a break if the regular run contains a break.

10.4 On listed or assigned work, when the intervening time between extra runs or reports is less than one (1) hour, such time shall be considered continuous.

10.5 When operators are called from their listed assignments to cover "early reports" or "A.M. details," the earliest operators listed for report shall be called first, and shall be paid from the time called, provided he/she reports within one (1) hour. Operators called in this manner shall receive at least as much time as they would have received on their original assignment.

10.5.1 Operators holding positions on the spareboard, shall be paid for all time worked or held in excess of twelve (12) hours outside time, and shall be compensated for the same at the rate of fifty percent (50%) in addition to the employee's regular hourly rate.

10.6 On duty operators, not performing regular duties may be required to answer telephones and distribute materials on District property, even when only one operator is covering. Cover operators may be allowed to answer radios when the Dispatcher is off duty, and make deliveries off District property which shall include monthly passes, 10 ride tickets, and Board of Directors packets, when more than one cover man is on duty. The primary duty of the spare board operator is to protect District service, emergency situations excepted. The District will attempt to use a cover operator for a period of two (2) consecutive hours when a cover operator is available for phone coverage, and without restriction to hours when a second operator is not available.

10.7 Spare Board Rules. Work for spare board operators shall rotate. When two or more pieces of work come in at the same time, the cover person who is due out next, shall get the piece of work that is due out first.

If your trip or shift is cancelled before you reach the Pulse, this does not constitute having done a piece of work and that cover person retains their position in the rotation

If the cover person is out driving and dispatch calls them to do another piece of work, they shall do it, regardless if someone else is on the property or not. Dispatchers shall make every effort to know who is next up in rotation and use that cover person. If Dispatch decides that it would be beneficial to the service to use the cover person already out, that is acceptable.

Congress Street shifts at the garage do not count as being part of the rotation unless the bus leaves the garage and goes to Mercy at the Fore and returns to St. John Street.

If a piece of work comes in before a cover person goes on the clock, but the work starts after that person is on the clock, and he/she can start and finish the piece of work, then that person shall do the work.

11. POSTING RUNS AND SPARE BOARD POSITIONS FOR SELECTION

11.1 Whenever a general selection of regular runs and positions on the spare board takes place, the same shall be advertised at least three (3) days prior to the time of selection. At the same time, there shall be posted time tables showing the amount of platform time, the reporting, relief, and putting up time, the time of leaving terminals on each trip and the number of the relieving run of all weekday, Saturday, and Sunday runs.

12. SELECTION OF REGULAR RUNS AND SPARE BOARD POSITIONS

12.1 In a general selection of regular runs and positions on the spare board, there shall be a separate selection of weekday, Saturday, and Sunday work. Seniority and continuous service as an operator for the District to prevail.

12.1.1 The selection for runs on holidays shall occur three weeks prior to the holiday and will not include operators scheduled on vacation on the holiday.

12.2 The selection of all regular runs and positions on the spare board shall be allowed when new runs are established or changes are made to schedules, which would change a run by twenty (20) minutes or more per day.

12.3 Regular runs and positions on the spare board shall be re-picked in a general selection four (4) times per year. The scheduled dates for the implementation of the general selections will normally be the second Sunday of February, June, November, and the Sunday before Portland Public School starts in August. Management may elect to change the implementation date of general selections by providing written notice to the union at least sixty (60) days prior to the regularly scheduled effective date of the general selection.

12.4 All general and vacation bidding will be done in the following manner: A representative from management will make a list of all operators, by seniority, divided equally as possible over a five-day period, preferably beginning Monday and ending Friday. Operators shall bid according to seniority. This list will include bid time allowances of at least one (1) hour for each operator to see the bid sheets and choose their selections(s). If an operator is absent at the time of general bidding, unless the operator has a designee to bid for him/her or has left two (2) copies, one with the designated District representative and one with the designated Union representative, of a written list of selections for his/her bid, the operator shall be assigned to the same run or same spare board position that he/she held in the preceding bid, if open. Otherwise the representative of the District and the Union shall assign the earliest finishing run. Whenever possible, the bid week will start two (2) weeks prior to the effective date of the job bid and at least one (1) week prior to November 30, for the vacation bid.

12.5 At the time of each general bid, the District shall prepare a chart allotting the number of "off days" to be allowed each day of the week and each operator shall make selection of his/her "off day." Operators indefinitely off on sick leave, if bidding, shall bid Sunday as their "off day." If an operator selects Saturday, Sunday or a Holiday for his/her "off day," the operator shall not change until the next general bid unless a permanent vacancy occurs or manpower requirements increase. The junior operator shall be assigned the position.

12.6 The District's bid sheets will be given to the Union at least eleven (11) calendar days prior to bidding. The District shall consider bid sheets submitted by the Union.

13. FILLING VACANCIES IN REGULAR RUNS OR SPARE BOARD

13.1 Permanent vacancies in scheduled runs shall be advertised within three (3) days for selection, except when general re-bidding is due. Bidding shall be on a seniority basis open to all operators. Three (3) days shall be allowed for which to apply for the advertised vacancy, and the closing date and hour shall be stated in the posting. The result of the bidding shall be posted. If no applications are received, the junior operator on the spare board shall be assigned to the vacant run(s). Operators who are discharged and who are reinstated after a general selection, shall be placed on the spare board with their seniority and be allowed to select days off that they would have been entitled to had they participated in the general selection.

13.2 Permanent vacancies in the spare board shall be advertised and bid as above. If no applications are made for such vacancies, then the operators on the spare board shall be automatically moved up.

13.3 Whenever an operator holding a regular run is on leave of absence for more than thirty (30) calendar days or is off duty or not operating his/her run for any reason, with no prospect of his/her return within thirty (30) calendar days, his/her run shall be considered temporarily vacant. As soon as such condition is known, the run thus vacated shall be advertised for choice within three (3) days and bid off or assigned in the same manner as a permanent vacancy, the choice being limited to those operators junior to the operator who has vacated his/her run.

13.3.1 If no junior operator bids on posted run for a temporary vacancy, a senior operator may bid on posted run.

13.4 Temporary vacancies as defined above on the spare board shall not be posted for bid, but the board shall automatically move up.

13.5 If there is more than one vacant run not applied for, the junior operator on the spare board who will be assigned these runs shall have the opportunity of choice in order of seniority.

13.6 An operator, while filling a temporary run, may bid upon and be given any other temporary run advertised for bid, but shall hold such second run until it is completed.

13.7 Any operator on the spare board bidding a regular run and then re-bidding the spare board before a re-picking of the spare board has taken place shall revert to his/her original position.

13.8 The spare board shall be re-picked when the number has been increased by the employment of new operator(s). The list shall be re-picked during the break-in period with additional space being provided for the new operator(s). When the new operator(s) is/are

turned in he or she will be assigned the space provided and the new board shall become effective with the last operator turned in.

13.9 All spare board operators filling a temporary vacancy at the time of the re-picking must be included on the bid sheet and identified with a (T) adjacent to their name. Such operators must bid a position on the board, in accordance with seniority, to cover the possible termination of the temporary vacancy. In the event that a junior operator is assigned a position on the spare board after all bidding is complete, a senior operator holding a temporary run will have the option of keeping the temporary run or displacing the junior operator on the spare board. This option will be offered to the most senior operator on the spare board holding a temporary run down to the most junior operator holding a temporary run until the option is exercised or is refused by all.

13.10 Should there be an occasion, other than the above, for an operator to be placed or bid a position on the spare board he or she shall select a position in accordance with seniority. When the bidding stops, the re-picking process shall take place.

13.11 On all other occasions not covered in this ARTICLE, as operators leave the spare board, it would automatically move up.

13.12 When an operator bids off his/her regular job or spare board position and bids back onto the regular job or spare board position again, the operator shall be allowed this "bid back" option no more than two (2) times. Once the operator bids back onto the original job or position for the second (2nd) time, that operator shall not be permitted to bid the same job or spare board position again.

14. METHOD OF MAKING OUT THE SPARE BOARD

14.1 Assignments of spare operators shall be made in accordance with their position on the spare board and in the following order:

14.1.1 Vacancies in regular runs in order of: finishing time, earliest finishing time to the most senior operator; if same, run with the most pay time; if same, run with the least spread time; if same, run with the least number of breaks; if same, most senior operator's choice.

14.1.2 All other work starting previous to the posting of the 8:00 A.M. work list in the order of the reporting time of such work.

14.1.3 P.M. Reports.

14.1.4 At 8:00 A.M. Mondays through Saturdays, at 9:00 A.M. Sundays and Holidays, all regular or additional runs or parts thereof and cover work known to exist shall be divided into details so that each operator covering an A.M. Report, detail or Assignment, or listed for a P.M. Report will receive as nearly as possible eight (8) hours. Details shall not contain more than two (2) breaks. The earliest reporting operator shall be assigned the earliest finishing detail.

14.1.5 Spare operators may be relieved after eight (8) hours work, but no such relief shall be made if regular operators are doing spare work.

14.2 All work arising after the posting of the A.M. work list shall be assigned to the operators available who can most nearly complete the same within the time for which they were listed on the A.M. work list.

14.3 All operators who are not assigned to cover vacancies in regular runs shall be rotated each day; the first report operator for the day shall be the operator immediately following the first report operator of the previous day. There shall be separate rotation lists for weekdays, Saturdays, Sundays and Holidays.

14.4 Operators on the spare board who are assigned to regular runs or catch such runs while covering station, shall be subject to all the conditions governing regular operators. Operators so assigned, if available, shall be entitled to extra work before a regular operator is called.

15. POSTING WORK LIST

15.1 Except in emergencies, a list of assignments for operators on the spare board for the next day shall be posted at 5:30 PM. or as much earlier as possible, but not before 2:30 PM. The board shall not become final until 5:30 PM.

15.2 Operators off duty, due to illness or injury, shall notify their Department Head in charge before 2:30 P.M. of their desire to be marked up for duty the following day. Operators while on this status shall call their supervisor every three (3) calendar days and inform the supervisor of their status, unless they are out on a documented long-term illness.

15.3 Any operator relieved or reporting in sick after Noon, shall notify his/her Department Head in charge before 7:00 A.M. of his/her desire to work the following day. If it can reasonably be determined by the District that the operator will not be able to work the following day, the operator's job shall be listed on the spare board for the following day. If the operator is able to return the following day (under these conditions) and the board has been finalized, he or she will be allowed to work the piece of work that he or she would have worked had he or she not have been booked off. The operator who is displaced by the regular operator being able to work will cover during the hours originally scheduled.

15.4 On days in which no Metro service operated, the dispatcher shall post the spareboard on the previous day in which service is operated.

16. EMERGENCY RUNS

16.1 Emergency Runs may be assigned for a period of fourteen (14) calendar days. If the emergency continues for more than fourteen (14) calendar days, a general selection shall be made, unless within thirty (30) calendar days of a planned run selection.

17. REPORTS WITHOUT WORKING

17.1 Operators who are scheduled to report for work, but are not allowed to perform such work, shall be paid for the time allowed for such work. The operator scheduled to report for such work shall remain available for other work for the full time scheduled, unless sooner excused.

18. SPECIAL SERVICE

18.1 Operators, when taken from regular or listed assignments for special service, shall be paid at least as much as they would have received from the assignments from which they were taken. This ARTICLE shall remain in full force, subject to any limitations of federal and state laws.

19. LEAVES OF ABSENCE - TEMPORARY ASSIGNMENT TO OTHER DUTIES

19.1 Employees shall not be granted leaves of absence for over ninety (90) days except for the following reasons: All medical and maternity leave are covered under FMLA policies.

19.1.1 Officers or appointees of the Union in the conduct of Union business.

19.1.2 To take an official position with the District for a trial period or periods of sixty (60) days in the aggregate and there shall be no further leave granted to qualify for the same position. The employee on such leave shall continue to be listed on the seniority list.

19.1.3. To substitute for a regular official of the District.

19.1.4 To take a temporary appointment as a supervisor or to perform non-official duties for the District.

19.2 Seniority, while on leave of absence shall be maintained, except that any employee taking employment other than that provided herein shall be considered to have terminated his/her service with the District. Failure to report for duty at the expiration of a leave of absence shall be considered a resignation.

19.3 Operators' requests for individual days off with pay, shall be in writing, on a form provided by the District and be granted on a first come, first served basis, with the exception of days immediately preceding or following a holiday. Requests for days off with pay immediately before/after a holiday will not be accepted until 30 days prior to the holiday. A District Official will oversee all requests/signatures and note the date and time.

19.4 The District shall have an operator on call on Sundays standing by at home and/or one-half hour drive to the Metro. The District shall pay each Operator on call the sum of sixty (\$60.00) dollars. In the event that no operator accepts the assignment, the most junior operator will be assigned but will not be assigned more than two weeks consecutively. Should the District decide to add a spare board on Sundays, the on-call Operator and stipend would be eliminated.

19.4.1 If called in, the on duty Operator shall receive the amount of time and one half (1 ½) for eight hours.

19.4.2 An on call Operator will not be used to cover vacations or personal days.

19.4.3 The District shall supply the on call Operator with a cell phone.

19.4.4 Sign Up: all Operators who wish to sign up for on call duty shall do so at the General Bid. The senior operator will be placed in the number one (1) position and be first to be on call, if they are called into work or not he/she will rotate to the bottom of the list and will advance upward each week. All other Operators shall advance in the same way.

19.4.5 A. Removal from the list: Any Operator who wishes to be removed from the list for the remainder of the bid shall not be reinstated for the remainder of the bid.

B. Removal from the list temporarily: an Operator may opt to be removed from the list for a Sunday by informing the Dispatcher on Thursday of the need to be off temporarily. That Operator shall go to the bottom of the list and advance in the normal order.

20. FURLOUGH OF OPERATORS

20.1 When a layoff of operators becomes necessary, the junior full time operator shall be the one laid off. Full time operators laid off shall have the right to bump part time operators or exercise the option to take the layoff themselves. Operators shall have call back rights for 18 eighteen months.

20.2 All such operators laid off shall be given seven (7) days notice.

20.3 A list of such operators laid off, with their last known address, shall be sent to the Union. Such operators laid off shall have preference of filling vacancies in any department, provided they make application and can perform the work required to the satisfaction of the official in charge.

20.4 Provided he/she returns to work within eighteen (18) months from the date he/she was furloughed, any operator so laid off shall be placed in the seniority and pay rate to which he/she would be entitled had he/she remained in continuous service. Failure to keep the District informed of his/her correct address shall forfeit the right of such furloughed operator to re-employment.

21. LATE REPORTS OR MISSING

21.1 Operators who miss on any part of their run or assignment shall report to the Dispatcher as soon as possible by phone or company radio unless otherwise excused.

21.2 Whenever a failure or delay in the District's service is the cause of a miss, the employee concerned may be assigned an additional trip prior to starting their regular run and will not forfeit his/her pay for the day. The Operator who covers such a miss shall resume his/her former position and will have no right to work that may have started while he/she was

so engaged. If an operator is on a bus that is scheduled to leave the garage 15 minutes or more before that operator's scheduled relief up town, and so long as that operator notifies the dispatcher through the operator of the bus that he/she is on that bus he/she will not be charged with a miss. If the line one route is rewritten so that this provision is not reasonable or workable it shall be renegotiated.

21.3 The District will offer direct transportation from 114 Valley Street to relief points more than one half mile from the office via a staffed company vehicle. If an operator is relieved at a location not along the Line 1, he/she will be provided transportation back to the Valley Street Office. This transportation will be available between the hours of 8 am and 5pm, Monday through Saturday, and on Sundays whenever reliefs are scheduled.

21.4 The District reserves the right to have operators drive company vehicles to and from relief points. When operators are required to drive a company vehicle to or from a relief point this time shall be paid as on-duty time and shall apply toward the Operators' hours worked for the week.

22. DEFECTIVE BUSES

22.1 An operator shall not be required to take out any bus that is not in safe operating condition according to Maine State Inspection Laws. In the event that an operator becomes aware of a minor defect that does not place the bus in a position of being unsafe to operate, the operator will promptly notify the dispatcher and shall continue to operate the bus for the completion of trip or as soon thereafter as possible the District shall either substitute another bus at the end of the trip, if the operator so requests to the dispatcher, or shall make arrangements to repair the minor defect prior to or at the end of the scheduled bus trip.

22.2 Each operator shall make out a daily mechanical report of the condition of every bus operated by him/her in such manner as provided by the District.

23. RELIEF POINTS

23.1 The relief points for Operators shall be within two miles of the Metro Office at 114 Valley Street and at a location served by riding the route that serves the Metro Office. In individual special situations other locations may be arranged by mutual agreement between the dispatcher and the operators.

24. TIME SLIPS AND PAY DAY

24.1 Each employee shall turn in, at the end of his/her day's work, a time slip and delay slips, when applicable, furnished by the District, showing the actual time of his/her work, regular, special, extra, and delay time, reason for the delay, the nature of all extra work and the rate of compensation claimed therefore.

24.2 Pay day shall be before 9:30 A.M. on Thursdays except in a week where it may not be possible due to a holiday.

24.3 Employees will be notified of changes in their time slips by the next business day following the day their time slip is corrected.

25. **FREE TRANSPORTATION**

25.1 The District shall furnish to each of its regular employees free transportation over all lines and in such manner as to badges, tickets or passbooks as the District shall determine.

26. **UNIFORMS**

26.1 All supervisors shall be in full uniform when on regular tour of duty, but this shall be in no way understood as limiting their authority, when not in uniform outside their regular hours.

26.2 The District shall provide during each twelve (12) month period, one (1) uniform to each operator who, within said period, works for the District forty (40) weeks.

26.3 Operators will receive an annual uniform allowance of \$250.00 which includes \$50.00 towards shoes (To be effective in 2019).

26.3.1 For the 2018 uniform order, bus operators shall receive an allowance of \$500 per operator.

26.4 New Operators shall receive an initial uniform allowance of \$350.00. (To be effective in 2019.)

26.5 Operators may wear a standard uniform sweater provided by the District's uniform vendor.

26.6 Uniform items provided by the District shall, when reasonably possible, bear a Union label.

26.7 Any employee severing his/her connection with the District for any reason shall not be entitled to a uniform or any portion thereof.

26.8 Bargaining unit members, who are Operators, shall be reimbursed up to \$100, for the purchase of sundry items such as: sunglasses, briefcases, watches, shoes, replacement punches or other approved items that an operator would use while working for the District. This excludes uniforms.

26.9 Union leadership shall have input on the choice of the uniform vendor.

27. **VACATIONS / PAID TIME OFF (PTO)**

27.1 Effective January 1st of 2020, all full-time employees shall be granted eleven (11) PTO days. Effective January 1st of 2021, all full-time employees shall be granted twelve (12)

PTO days. Additionally, employees who have completed one year’s continuous service and has worked at least forty (40) weeks or its equivalent in straight time hours during the previous year shall be granted vacation, according to the table set forth in section

27.2 Any employee who has completed one year’s continuous service and has worked at least thirty (30) weeks but less than forty (40) weeks or its equivalent in straight time hours during the year shall be entitled to vacation according to the table set forth in section 27.3, less one week.

27.3 Paid Time Off (PTO) and Vacation to be forty (40) hours pay at the employee’s straight time rate for one full week and eight (8) hours straight time pay for one day. This section does not affect pay granted under Section 42.1

27.4 Except as provided in 27.1 to earn any vacation, at least forty (40) weeks or its equivalent in straight time hours must have been worked in the previous year. In the event of no vacation time subsequent to the anniversary of their employment being available to any first year employee, when vacation time is bid, the District reserves the right to waive the twelve (12) month’s employment requirement assign PTO where available.

	Service	Vacation
27.4.1	1 year	1 week
27.4.2	2 years	2 weeks
27.4.3	5 years	3 weeks
27.4.4	10 years	4 weeks
27.4.5	20 years	5 weeks
27.4.6	30 years	7 weeks

27.4 The District shall provide PTO time throughout the year. A minimum of two PTO days shall be granted off on every calendar day of the year for bus operators. Vacation time shall be picked in accordance with seniority.

PTO may be taken in increments of one (1) hour and prescheduled whenever possible. An employee taking a partial PTO will be required to use PTO to make his/her day’s total hours at least 8. Full PTO days will be given priority over partial PTO days. Employees will not be allowed to take any unpaid time-off until they have exhausted all PTO time or the time is made available by the District. Approved PTO days may be cancelled should an employee not have enough PTO available for that day.

At the end of the year, employees will be paid out unused PTO time, up to a maximum of eighty (80) hours per employee, and/or employees may elect to roll over unused PTO time to the following year, provided they notify management of their intention to rollover PTO time prior to December 31st. Employees will not be allowed to exceed twenty (20) days of PTO in their banks at any time.

27.5 Upon leaving District employment, the employee will be paid out all accrued unused PTO time and pro-rated vacation time as necessary for the final year of employment at the employee’s regular rate of pay and in accordance with State or Federal Law.

27.6 Upon written request vacation pay shall be available on the payday immediately preceding the vacation.

27.7 In computing the required number of weeks, the following absences shall not be counted:

27.7.1 Absence on Union business;

27.7.2 Absence on jury service;

27.7.3 Absence on government service;

27.7.4 Absence on account of bidding holidays off;

27.7.5 Absence on account of personal injury for which worker's compensation is paid

27.7.6 Absence approved for FMLA

27.8 A schedule showing vacations will be posted and bid no later than November 30 prior to the year vacations are to be taken. There shall be a minimum of three (3) vacation spots each week, effective with the November 2018 vacation pick.

Employees who retire or are laid off prior to using all their vacation time in a given year shall be paid a pro rata vacation allowance, based upon the amount of vacation they have earned since their most recent seniority date. The employee's anniversary date will be used to determine the date on which his/her vacation is earned.

27.9 Vacation Scheduling

27.9.1 Employees with two (2) or more weeks of vacation time may elect to convert one of their vacation weeks to PTO time. Employees with seven (7) or more vacation weeks may elect to convert one or two weeks of vacation to PTO time.

28. GROUP INSURANCE

28.1 Each employee covered under this agreement will be covered under the Maine Municipal Employees Health Trust PPO 1500 Plan.

The District will maintain a Health Reimbursement Account with the following provisions.

- Single employees will be responsible for the first \$600 of the \$1500 deductible
- Employees with family coverage (i.e. employee with child, spouse, or family coverages), will be responsible for the first \$1,200 of the \$3,000 deductible.
- The Health Reimbursement Account (HRA) will reimburse the employee for the remainder of the deductible and 100% reimbursement for the co-insurance.

Health Insurance Premium Cost-Sharing:

- Employees with single coverage will pay 5% beginning the first pay period after the signing of this Agreement, towards health insurance premiums on a weekly basis.
- Employees with single with children coverage will pay 5% beginning the first pay period after the signing of this Agreement towards health insurance premiums on a weekly basis.

- Employees with spouse and family plans will pay 15%, beginning the first pay period after the signing of this Agreement, towards the health insurance on a weekly basis.

28.2 Employees that elect to opt out of the District's health insurance plan, shall be entitled to receive \$750 at the end of each quarter starting after the first quarter in 2020 for which they are not enrolled in the plan. In order, to exercise this option, during the add/drop period each year, employees must provide documentation proving that the employee and/or the employee's family, as applicable, is covered by health insurance elsewhere.

Any such reimbursement shall be considered taxable income and shall be paid to the employee as an addition to the employee's regular paycheck on the first pay day following the quarter in which the employee opted out of coverage. An employee that leaves the service of the District shall be paid a prorated amount based on the month that he or she leaves.

Employees that have opted out of the District's health insurance coverage shall be allowed to reenroll during open enrollment or sooner should they have a documented qualifying event.

28.3 The District shall pay minimum of 85% of the monthly cost of a 1x base salary group life and accidental death policy.

28.3.1 STD-LTD Employees will contribute \$9.00 per week toward short and long- term disability policies. The District shall pay the remainder. The short- term disability will have a 7 calendar, day waiting period for illness and a 1 day, calendar day waiting period for injury off the job. Employees will be required to use their unscheduled Paid Time Off (PTO) for these waiting times, should they have it available. The weekly benefit coverage will be at 67% of the employees wage up to \$1500 per week. The District shall not change providers without Union input.

28.4 The District will provide Dental Insurance with a minimum benefit of 100/80/50% in or out of Network coverage. The District reserves the right to go to the market with the understanding that coverage will not be reduced but may be increased. Employees with single coverage will pay \$1 per week toward the premium; all others will pay 15% toward premium. The District shall not change providers without Union input.

28.5 The District agrees to implement a pre-tax salary reduction program, Section 125 Cafeteria Plan, to the extent permitted by the Internal Revenue Code for any employee contributions toward health insurance premiums, STD, LTD, and Dental plan.

The District will pay the full cost of health insurance for any employee hired before January 1, 2020 who has reached the age of 62 and has 20 years on the property who chooses to retire before age 65. Employees under age 65 are required to give at least 60 days' notice and will be required to retire if such notice is given.

29. PROBATIONARY PERIOD

29.1 All employees shall serve a probationary period of eighty (80) days worked from the date on which they entered active employment.

Part-time operators who are promoted to full-time operator shall serve an additional thirty (30) days worked on probation.

30. INTERDEPARTMENTAL TRANSFERS

30.1 Employees working in one department shall be given preference in filling vacancies for work in the same or other department if signifying their desire and if deemed by the District qualified to perform the work.

31. DRIVER'S LICENSE

31.1 The District shall pay the full amount of the cost of individual licenses and tests required for such licenses for the operators and for such maintenance employees that, in the opinion of the General Manager, are required to be licensed to operate and/or maintain the equipment of the District for which licenses are required by the State of Maine or other governmental agencies.

31.2 Employees who lose their license for the first time for driving violations, not including substance abuse or OUI will be granted a leave of absence for the length of time for which their license has been suspended, but not beyond 60 days.

32. SENIORITY

32.1 For the purpose only of establishing seniority in the matters of bidding and layoffs arising from lack of work and qualifying for vacations and without prejudice to the District or the Union on any other matters, service with the predecessor companies shall be considered

33. MAINTENANCE DEPARTMENT

33.1 Two (2) consecutive days off in each week shall be assigned to maintenance department employees. Weekend work will be limited to preventative maintenance, cleaning, fueling and minor repairs. Any employee will be paid overtime rates if the employee works a day off or Holiday as specified in this AGREEMENT.

33.1.1 A maintenance department employee that works on his day off shall be paid straight-time for hours worked if he has an unscheduled day off within in the same pay period. The first occurrence of this type each calendar year shall be paid at overtime. Maintenance employees forced to work their day off shall be exempt from the unscheduled work provision and shall be paid overtime

33.2 All employees classed as non-operating employees, whenever required to work over their scheduled time, shall be entitled to time and one-half (1 ½) for all overtime.

33.3 Five (5) minutes shall be allowed to maintenance employees to wash before going to their meals and ten (10) minutes before relieving time at the end of their day's work.

34. MAINTENANCE CLASSIFICATIONS

34.1 The following classifications shall be established:

- 34.1.1 – Master Technician
- 34.1.2 – Technician*
- 34.1.3 – Mechanic
- 34.1.4 – Mechanic II*
- 34.1.4 – Fleet Care Worker
- 34.1.5 – Master Facility Technician
- 34.1.6 – Facility Maintainer
- 34.1.7 – Parts Clerk (includes rebuilding small parts)
- 34.1.8 – Utility

*Technician/Mechanic II classifications to be eliminated when positions become vacant.

*Mechanic II Duties shall be to remove and/or replace:

- Brake diaphragms
- Brake chambers
- Bellows
- Slack adjusters
- Fuel, transmission and water lines
- Brake and water hoses
- Preventive maintenance inspections
- Rebuilt parts excluding transmissions, engines, cylinder heads, differentials,
- Fan hub assembly
- Sway braces, tie rod ends, wheel bearings, full brake - jobs and front- end work

34.2 Seniority shall be based upon hiring date by department and within classification.

34.3 Whenever a Mechanic II is assigned to perform the work of a Mechanic I or higher classification, he/she shall receive the rate of pay for that higher classification.

34.3.1 When maintenance employees are assigned to work alone in a higher classification, they shall receive the rate of pay for all time worked in the higher classification.

34.3.2 When the Utility position is assigned to install bus shelters he/she shall receive the rate of Facility Maintainer.

35. CHANGES IN MAINTENANCE DEPARTMENT

35.1 When a layoff of maintenance employees occurs, seniority of employment in the classification affected shall prevail, and the junior employees in the classification shall be those affected.

35.2 When such reduction occurs and employees of a higher classification are affected, those employees shall be allowed to displace employees in lower grades but junior to

them in service in the department. This procedure shall be followed until the junior employee is displaced and he/she shall be the one laid off.

35.3 Maintenance Department Employees thus laid off shall be given seven (7) days notice and shall be given preference for work when new employees are hired within 18 months of their layoff. It shall be their duty to keep the District advised of their correct address and any employee failing to do so will lose his/her rights to re-employment.

35.4 Advancement in the Maintenance Department.

A Mechanic II who wants to advance to Mechanic when an opening exists shall be required to pass a written or oral exam established by the District and the Union. A passing grade of at least 80% is required for advancement.

Should a Mechanic II fail the written or oral test the test will be given to the next senior Mechanic II.

A Mechanic II who fails the test shall be allowed to take the test when a future opening occurs.

35.4.1 Advancement to Master Technician

Any maintenance department employee working as a Mechanic or Technician will advance to the position of Master Technician provided he/she has at least three years of heavy duty diesel maintenance experience and has furnished the District with evidence that he/she has passed the ASE Transit Bus Certification test H1 thru H8.

35.4.2 Advancement to Master Facility Technician

Any Maintenance Department employee in the Facility Maintainer classification will advance to the position of Master Facility Technician provided he/she has furnished the District with evidence that he/she has, at minimum, a Limited Electrician's License as prescribed by the State of Maine.

35.4.3 When a promotion to a higher classification is available, the senior employee that meets the minimum qualifications of the job classification, in the lower classification will be offered the promotion. If the senior employee entitled to the promotion refuses the new assignment, it shall be offered to the eligible employee in the appropriate classification next in seniority and so on down. The eligible employee taking a promotion shall be given two (2) weeks to satisfactorily demonstrate his/her ability to be trained. The employee will then enter a thirty (30) working day probationary period to demonstrate his/her ability to satisfactorily perform the work of the new classification. An employee failing to satisfactorily complete either of the above trial periods shall be returned to the classification from which he/she came without loss of seniority in that classification.

35.5 Maintenance Department employees who hold a specialist rating shall have preference in the assignment of work in their specialty, but may be assigned other work consistent with their individual skills.

35.6 The District will establish a committee to investigate and implement job related training schools or courses for Maintenance Department employees who are interested. There will be a Union representative on this committee.

36. UNIFORMS MAINTENANCE

36.1 Overshoes will be furnished to bus washers and oilskin suits will be supplied for road work.

36.2 Maintenance department employees, who, within said period, works for the District forty (40) weeks, will receive an annual uniform allowance of \$150.00 to those maintenance employees.

36.3

Style and color of the uniforms shall be determined by the District. Upon completion of their probationary period, the District shall provide new maintenance employees with the following uniform items. New maintenance employees shall be provided five (5) shirts and five (5) pants.

36.6 Uniform items shall, when reasonably possible, bear a Union label.

36.7 Every year each maintenance employee may elect to have the District provide one (1) standard winter coat and/or one (1) lightweight jacket and liner in lieu of some portion of the uniform allotment specified above, provided that in the opinion of the General Manager or his/her designated representative that maintenance employee has in his/her possession sufficient standard uniform parts in properly serviceable condition to last another year. No other substitutions apart from the standard uniform pants, shirts, coat, or jacket and liner will be allowed.

37. OVERTIME MAINTENANCE

37.1 Overtime shall be awarded on the basis of seniority in each classification. All unscheduled work will carry the overtime provision. For the purpose of overtime, the Technician Class shall be included in the Mechanics Class. For overtime purposes seniority shall be based on the employee's hire date within classification. Any maintenance department employee who is used in a higher paying classification shall be paid the higher rate while performing such work.

37.2 The opportunity for overtime shall rotate for all overtime assignments of four (4) hours or more. For overtime assignments, the selection shall be made initially by seniority with the most senior qualified employee being offered the overtime assignment first. Subsequent overtime assignments shall be made from the seniority list on a rotating basis. If no one on the seniority list accepts the overtime assignment, the most junior employee available in the required classification in which the overtime exists must perform the assignment. If no qualified employee within the overtime classification is available, overtime

assignment shall be made from the following classifications: Mechanic II, Mechanic/Technician, providing the employee is qualified. For the purpose of establishing an overtime rotation list, refusal or non-availability shall be deemed the same as acceptance for the selection process.

37.2.1 No employee shall be required to work more than 12 consecutive days. No employee shall be required to work more than one double shift in a two-day period.

37.3 Notwithstanding the above requirements of this Section, an employee with prior approval of the employee's supervisor may work a different set of hours on a given workday to attend to matters which cannot be conducted outside of the employee's regular workday. In such instance, the employee will not be eligible for overtime unless the employee has worked his/her scheduled number of hours for that workday. For example, if the employee's normal work hours are from 6:30 a.m. to 3:00 p.m. and if the employee is absent for three (3) hours, the employee would work until 6:00 p.m. If the employee continued to work after 6:00 p.m., any additional time would be paid at the overtime rate. This provision shall not be interpreted or implemented to bypass overtime opportunities.

37.4 For the purpose of calculating overtime hours during the work week, any paid leave for bereavement leave or jury duty shall be counted as hours worked.

37.5 Holiday work within the Maintenance Department will be bid on a rotating basis according to seniority.

37.5.1 Overtime vacancies in the Maintenance Department, other than holidays, will be assigned in the same manner as holiday overtime stated in Section 37.5.

38. UNION SECURITY

38.1 All employees of the District, exclusive of office and supervisory employees, shall become and remain members or agency fee payers of the Union as a precedent to continuous employment.

38.2 If any member of the Union is expelled or suspended from his/her membership therein for non-payment of dues or agency fees, the District, being satisfied that such expulsion or suspension was for such reason and was justifiable, shall suspend such employee from its service.

38.3 Upon proper individually signed authorizations and conforming with all legal requirements, the District will make weekly payroll deductions for Union dues or agency fees, assessments and COPE. Details regarding the collection and handling of dues or agency fees and assessments shall be mutually agreed upon.

38.4 Union shall have no less than 2 hours with all new employees who have been hired into "bargaining-unit" positions. Such time shall be during paid training of the new hire, and on Company premises. This period shall be exclusive to the Union's President/ BA and another Union Officer. The President/BA may send a designee on his/her behalf. Such designee

must hold an official position in the Union. The trainee will be paid for that time but not the union representative.

39. MANAGERIAL RIGHTS

39.1 The District will exercise the exclusive right to set its policies and procedures and to manage its business in the light of experience, good business judgment, and changing conditions. District management staff will solicit input from the union prior to implementation of policies and procedures.

The District will exercise the exclusive right to determine the amount of service to be run at any and all times; to direct the workforce; to determine the number of its employees at any time; to determine the qualification for and to select its managerial forces and all new employees; to make reasonable rules and regulations governing the operation of its business and the conduct of its employees; to enforce discipline for violation of rules and other misconduct in accordance with the negotiated discipline policy provided in Section 2 and pursuant to the just cause provision as stated in Section 2.1.1.5.

This section is to exclude the District's Drug and Alcohol policy as this is a separately negotiated policy.

39.2 The Union further recognizes that the power of discipline is vested exclusively in the District subject to the provisions of the AGREEMENT relating to the handling of grievances and arbitration of same. The District agrees that discharge will be for just cause.

40. WORK STOPPAGE

40.1 There will be no work stoppage during the life of the AGREEMENT.

41. PHYSICAL EXAMINATIONS

41.1 Employees required to take physical examinations on orders of the District by physicians named by the District and who, as a result of such examination have been found to be physically unfit to operate, shall reserve the right of an examination by a physician of his/her own choosing. Should the physician of his/her own choosing disagree with the finding of the District physician, the two physicians shall then select an impartial physician who shall make a further examination. The decision of the impartial physician shall be final and binding upon the parties. Under the above circumstances, the District will pay for the cost of its physician, the Union will bear the cost of its physician, and the cost of the impartial physician shall be borne equally by the parties.

41.2 All employees hired on or after January 1, 2020, whose classification requires a Commercial Driver's License shall be required to maintain a current FMCSA Medical Certificate during their time of employment with the District. The cost of FMCSA physicals, and all time spent obtaining appropriate documentation, shall be paid time by the District.

42. HOLIDAYS

42.1 Employees shall be granted; New Year's Day, Martin Luther King Day, Presidents' Day, Easter Sunday, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, Christmas Day as paid Holidays. The District reserves the right to determine service levels on any given holiday.

42.2 Employees not required to work on a paid Holiday will receive eight (8) hours pay at straight time hourly rate providing the Holiday does not fall during sick leave.

42.2.1 When an operator is required to fill work on a Holiday, a list of operators will be created by seniority from both regularly scheduled days off and those who bid to be off. Operators that have not bid a regular Holiday job will work the latest finishing job(s) from the spareboard. The list will rotate as operators choose to work and assigned days will be begin with the junior operator on the list. The list will reset at each new general selection.

42.3 Employees who have bid the Holiday off but are required to work on said paid Holiday will receive time and a half (1 ½) for all time worked on said Holiday. Premium pay for employees who work a holiday will not "set off" against overtime pay for hours worked in excess of forty (40) hours for the week (Sunday-Saturday) in which the holiday occurs. Set-off means credited against liability; e.g., if an employee actually works forty-two (42) hours in a week in which he/she worked a Holiday, the employee will be paid time and one-half (1 ½) for the two (2) hours actually worked over forty (40) hours for the week in addition to the premium pay for the holiday. Employees who are scheduled to work on the Holiday will receive time and one-half. To be eligible to receive holiday pay an employee must have worked the last scheduled day before the Holiday and the first scheduled day after the Holiday or at least four (4) hours of the Holiday (if he/she is scheduled to work and has not been excused) in order to qualify for the Holiday premium. Exceptions for bereavement leave, military leave, and union business, and for those who have vacation weeks, only with supporting documentation from their doctor, or the physician's assistance, or nurse practitioner certificate of treatment in his/her office or medical facility from when the employee was ill. All other absences must be an excused absence and supported by a doctor's or physician's assistant or nurse practitioner's certificate of treatment in his/her office or medical facility on the day before, after, or during the Holiday. Employees who are out of work due to short-term or long-term medical reasons, including workers' compensation, shall not be entitled to holiday pay.

43. SICK LEAVE

43.1 Upon return to work from unapproved PTO absence due to illness, each employee shall, when requested by the District, present a bona fide statement signed by a licensed physician indicating that the employee's sickness has warranted absence from work.

43.2 Should the claim for denial of PTO pay cause a dispute between the District and the Union, this issue is made specifically subject to the grievance and arbitration procedures set out in ARTICLE 3.

44. BEREAVEMENT LEAVE

44.1 Employees will be paid Five (5) days, pay to make arrangements and attend funeral services due to the death of the employee's spouse, domestic partner, child, or parent.

Employees are allowed three (3) paid days because of the death of a father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, stepfather, stepmother, stepbrother, stepsister, stepchildren, grandparent, grandchildren, or other relative living in the household of the employee.

Employees are allowed one (1) paid day because of the death of an aunt, uncle, nephew, or niece.

One additional day will be granted, when requested, to attend funeral service more than 100 miles from the employee's home. PTO time may be used for this additional day at the employee's option.

44.2 Each employee shall notify the employer as soon as is feasible of his/her intention to be absent due to sickness or bereavement.

45. RETURN TO WORK PROGRAM

45.1 The District reserves the right to implement and make available a Return to Work Program for those ill or injured employees whose condition substantially limits their capacity to perform the essential functions of their job, and to educate employees about the purpose of this program.

45.2 An ill or injured employee may return to work or enter the Return to Work Program only after the District's physician has determined that the employee is able to perform safely the essential functions of the job in question, either with or without a reasonable accommodation, provided that no undue hardship on the District would result. The employee shall have the right to have his or her attending physician make a determination as to the employee's ability to perform the job as well. Should the two physicians disagree, they shall select an impartial physician who shall make a further examination. The decision of the impartial physician shall be final and binding upon the parties. The District will pay for the cost of its physician; the Union will bear the cost of the employee's physician; and the cost of the impartial physician shall be borne equally by the parties.

45.3 During an employee's participation in the Return to Work Program, the employee shall be compensated at the rate at which the employee was paid immediately prior to the injury, for all hours actually worked in the Program. Injured employees doing part-time work shall not be entitled to a minimum guarantee of hours. The District shall attempt to schedule the employee's return-to-work hours during the employee's normal work hour schedule, but it is understood that the same work hours cannot be guaranteed.

45.4 After a period of twelve (12) months of absence from his/her regular employment position (including any time in which the employee has participated in the Return to Work Program) and within an 18-month period, an employee shall not earn holidays, vacation days, PTO days, or be entitled to Insurance benefits.

- (a) Employees returning to work under 45.4 shall have PTO time prorated and all other benefits reinstated on the 1st day of the month following their return to work.

45.5 The District may terminate any ill or injured employee's benefits (a) who refuses to participate in a Return to Work Program despite having received medical clearance to do so; (b) who has failed to return to his/her regular work position, modified, or otherwise, for a period of at least twelve (12) months from the date of injury or illness (including participation in the Return to Work Program); or (c) upon written certification from the employee's attending physician that there no longer exists an expectation that the employee will be able to return to his/her regular position. The District reserves the right in any such instance to require the employee to be examined by the District's physician. Any disagreement between the physicians as to the employee's work capacity shall be resolved pursuant to procedures contained in Section 43.5.2. However, if the employee is medically cleared to return to work after the twelve (12) months has expired, but before eighteen (18) months, the employee will be allowed to return to work at full seniority as stated below. The employee will receive at least a ninety (90) calendar day notice of the District's intention to terminate benefits and then terminate employment, except in any instance in which an employee refuses, despite medical clearance, to participate in the Return to Work Program.

- (a) The employee shall be entitled, upon request, to reinstatement to the employee's former position if the position is available and suitable to the employee's physical condition. If the employee's former position is not available or suitable, the employee shall be entitled, upon request, to reinstatement to any other available position suitable to the employee's physical condition.

- (b) The employee shall be entitled to reinstatement of seniority within his or her classification, and to the other benefits and terms of employment provided for in this Agreement. No benefits or seniority shall, however, accrue during any period between the date of discharge and the date of the employee's reinstatement.

46. TOOL ALLOWANCE

46.1 The District shall pay an annual tool/work boot allowance of up to \$600.00 to employees in the Maintenance Department according to the following job classifications and upon the proof of purchase of tools and/or work boots. All employees receiving this allowance, will possess a basic set of metric tools, and keep same on District property.:

- 46.1.1 Technicians, Mechanics, Storekeeper and Building Maintenance Person

- 46.1.2 Mechanic II

- 46.1.3 The District shall make available an annual tool/work boot allowance of up to \$300.00 to employees in the "Utility Person" and "Fleet Care Worker" classifications for reimbursement for approved tools and/or steel toed shoes.

46.2 Maintenance employees including new employees will provide their own tools except that the District will provide hand wrenches in excess of 1 and 1/4 inches. If an employee is missing a tool required by the District, he/she shall be given seven (7) days to purchase said tool. No reimbursement for tools other than those on the required list, which is appended to the Agreement, will be authorized unless the required tool list is fulfilled. SEE ATTACHED LIST OF TOOLS.

47. REOPENING OF AGREEMENT

47.1 During the term of this AGREEMENT, should legislation of any kind be enacted subjecting this District to restriction in the hours of employment with punitive overtime pay, or to a minimum wage which would affect the wage scale provided in this AGREEMENT, legislation upon neither of which existed when this AGREEMENT was executed, the District may reopen this AGREEMENT for the negotiations of such change or changes required to adjust the wage scale or the working conditions, or both, to avoid imposition upon the District of financial burdens not contemplated at the time this AGREEMENT was executed.

47.2 During the term of this AGREEMENT, should adjustments of schedules to secure necessary efficiency under conditions as they shall exist make it impossible to provide for every full-time employee a full five (5) days of work in a week(s) without a holiday, the District may reopen this AGREEMENT of the negotiation of such change or changes required to provide for the equitable division of the work available and the pay therefore.

47.3 The District and the Union agree to abide by all applicable State and/or Federal Laws and Regulations. Nothing in this agreement is intended to violate any State or Federal law regulation. If a provision of this agreement becomes a violation of State or Federal Statues, the agreement will be reopened to renegotiate the specific provision that violates the statute only. No other provision will be effected. The District agrees to provide the employees with all policies required by State and Federal Law such as Family Medical Leave Act (FMLA), Harassment Policies, and Discrimination Policies, including instructions on reporting processes.

48. SUBCONTRACTING

48.1 The District shall not subcontract bargaining unit work except as established by past practice and arbitration awards, or otherwise by AGREEMENT of the District and Union, or by this AGREEMENT.

48.2 As a precondition to any subcontracting by the District of bargaining unit work, the District shall:

48.2.1 Give the Union reasonable advance notice, in writing when possible or reduce the same to writing at the time of notice, of:

48.2.1.1 Work to be subcontracted; and

48.2.1.2 Name of subcontractor; and

48.2.1.3 Reason for selection of such subcontractor; and

48.2.1.4 Estimated subcontract price including any warranty; and

48.2.1.5 Basis for the District's claim to exemption for subcontracting, including reason for non-use of unit employees if any.

48.3 To interpret and/or enforce, the District and Union shall:

46.3.1 Utilize grievance and arbitration provisions of the current AGREEMENT between the parties, or

46.3.2 Such other dispute resolution procedures as may be agreed upon.

48.4 Any award rendered shall be final and binding upon the parties. If the District is found to have violated ARTICLE 48.2, the Union's remedy shall be payment of an amount equal to the labor portion of the subcontracted work, except for any subcontracted work as contained in ARTICLE 48.7, in addition to such other non-monetary relief to which the Union may be entitled.

48.5 This AGREEMENT shall not modify, alter or define subcontracting prohibitions or exceptions established by past practice and arbitration awards.

48.6 Notwithstanding any other provisions of this AGREEMENT, the District may subcontract all janitorial services. In the event of a layoff in the Maintenance Department, the Union may reopen negotiations in this ARTICLE.

48.7 Provided that the ten maintenance positions, excluding the utility position, are maintained during the term of this Agreement, except as a result of a reduction of service level or funding, the District may additionally subcontract the following:

48.7.1 Construction, repairing, cleaning and snow clearing of bus shelters and bus stops, excluding snow clearing and other landscaping at the District's headquarters;

48.7.2 Whenever the District deems necessary, the rebuilding and/or exchanging diesel cylinder heads;

48.7.3 Whenever the District is unable to supply a major unit or units in a vehicle that have failed, although such unit or units are in the active rebuild stage, the District may purchase a rebuilt exchange unit. In anticipation of such an instance, the parties agree that the District may elect to purchase a pre-assembled engine "long block" assembly to be completed and installed by bargaining unit members, and the engine may be used in the event that a second bus needs a replacement engine:

48.7.4 Facilities maintenance functions of:

48.7.4.1 Preventive maintenance for overhead doors except for routine maintenance

48.7.4.2 Building's gas heaters

48.7.4.3 Fire safety equipment

48.7.4.4 All complex electrical work including parts cleaner except for routine replacement

48.7.4.5 Shop air compressor motors, to be installed in house

48.7.4.6 Alignment and body work for gas vehicles.

48.7.4.7 Towing of vehicles on an individual basis.

48.7.4.8 Emission testing of service vehicles provided the cost of the emission testing equipment is greater than \$350.

48.7.4.9 Purchase of rebuilt starters, alternators, and water pumps.

48.7.4.10 Maintenance of fueling equipment including pumps, compressors, and fuel monitoring equipment.

49. **EDUCATION**

49.1 The District will reimburse employees for the tuition cost of District job related educational courses provided that the course is approved in advance by the General Manager and provided that the employee receives a passing grade in the course. Benefits under this ARTICLE shall not exceed \$1500 for any employee within a twelve (12) month period and, further, the total cost to the District under this ARTICLE shall not exceed \$6000 in any District fiscal year. The costs for ASE courses and testing will be eligible for reimbursement under this Article. To receive the reimbursement for the costs of tuition or ASE courses and testing, the employee must provide documentation of a grade of an 80 or better, or a pass in a pass/fail course.

50. **TERM**

50.1 This AGREEMENT shall be binding upon both parties hereto as of September 1, 2022 and remain in full force and effect until midnight December 31, 2023. Not over one hundred and twenty days (120) days prior to the expiration of this AGREEMENT, the District will meet with the Union to discuss changes, if any, in the wage and working condition AGREEMENT to govern the relations between parties hereto on or after December 31, 2023.

GENERAL PROVISIONS

51.1 The references to employees in this AGREEMENT designate both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

51.2 The employee shall receive a copy of all documents entered into his/her personnel or accident file(s).

51.3 Should any part hereof or any provisions herein contained be declared illegal by reason of any existing or subsequently enacted legislation, or by a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions. The remaining parts or provisions shall remain in full force and effect.

51.4 In the event the Company sells, leases, or transfers its business, the person to whom the business has been sold will become the Successor Employer. The Successor Employer will be bound by the terms of this Collective Agreement.

Further, the employees of the transit services shall continue to enjoy their full seniority in this new arrangement. The Company agrees to give the union notice in writing thirty (30) days prior to the sale of the business.

51.5 Any past practice which is at present in effect shall continue in effect unless it is changed during the term Agreement by the mutual consent of the parties hereto. Should any dispute arise as to its existence, it shall be decided under the grievance procedure as set herein.

51.6 A final responsibility for the safety of the passengers and/or the vehicle rests with the operator of the vehicle. Operators will not endanger the safety of the passengers or the vehicle by following orders or instruction in violation of the law or that could jeopardize the safety of either.

51.6.1 All employees will keep the District informed with a current telephone number and current address at all times.

52. INCENTIVES

52.1 Employees that work every one of their scheduled workdays during a calendar quarter, shall receive two (2) hours of pay at the employee's regular rate or at the employee's option two (2) hours PTO time each quarter in which the goal is met. For the purposes of this program, jury duty, union business, military leave, paid bereavement leave, approved/scheduled paid time off and holidays in which an employee is scheduled off, shall count as credits towards the workday requirement. Employees will be paid no later than the second payroll period following the quarter. Employees with perfect attendance for the full calendar year shall receive an additional eight (8) hours of PTO time to either be banked or paid out.

Employees who have any misses, or sick absences will not be eligible. All leave must also be preapproved or preselected to be eligible.

52.2 If an employee refers an applicant for employment with the District and the applicant is hired and successfully completes the probation period, the referring employee shall receive one (1) PTO day. If more than one employee refers a successful applicant, then the eight (8) hours of PTO shall be divided among the referring employees as equally as possible.

53. POLICY GOVERNING PURPOSE AND USE OF VISUAL AND AUDIO ON BOARD SURVEILLANCE CAMERS

Purpose:

The purpose of the use of surveillance cameras is to promote more efficient, safe, convenient, economical and friendly public transportation for the District and its passengers.

Disclosure:

Notices of audio and visual surveillance shall be posted both inside and outside District busses. Notices shall be posted in a conspicuous area for all METRO employees and on METRO website.

Use of audio and visual records:

Historical records of visual and audio surveillance shall be maintained and kept in a secure area. Historical data shall be maintained for a period of time determined by management and shall be properly labeled to insure the integrity of such records. Such records shall be kept confidential.

Viewing of surveillance data:

Management may review surveillance data for the following reasons:

- a) Investigation of non-anonymous complaints, incidents or accidents. The District shall review up to two hours before or after a specific time given in the complaint. When there is unreported vehicle damage, the District reserves the right to view sufficient surveillance data to identify (or rule out) the incident or complaint.
- b) As part of quality assurance checks following a valid non-anonymous complaint or confirmed incident or accident the District may review video up to four times covering the following three-month time frame. The District will notify the Union of the date and time that they will be reviewing the video and invite the Union to view the surveillance data with the Manager.
- c) Criminal Investigations or when an external authority compels the district to review and/or turn over surveillance data.

Management will not target individual employees without just cause.

The viewing of data shall take place in a private setting and shall only viewed by appropriate management staff.

If a viewing leads to disciplinary action against an employee, a Union Official and affected

employee shall be allowed to view the data with management present and consistent with above restrictions. A log book shall be maintained for all viewing of data and shall be monitored and kept in a secure place by a member of Management appointed by the General Manager.

Should the Union submit a disciplinary action to Arbitration, the District shall provide a copy of the audio and video to the Union at their request.

54. DISPATCHER IN TRAINING PROGRAM

Selection

- The available position shall be posted for a minimum of one week.
- Employees interested shall be asked to submit a cover letter explaining their qualifications.
- Based on qualifications operators will be selected for interviews. A union officer shall be given the opportunity to sit in on interviews but shall not be involved in the final decision on who is offered the position.
- Following the interviews should all things be considered equal, by management, and two or more candidates are interested in the position the most senior operator shall be offered the position.
- Up to two operators may work in the Dispatcher in Training Program at any given time. When two people are fully trained in the program, dispatch assignments will rotate between the two.

Training/Responsibilities

- The selected candidate shall be provided with a minimum of three weeks on the job training.
- After training these positions shall not work over 30 hours per week combined, with the exception of covering for dispatchers' vacations and/or temporary vacancies.
- When acting as a dispatcher this person shall have all of the responsibilities of a regular dispatch with the exception of the ability to meter discipline.
- Should the dispatcher in training not meet the performance expected of Metro's dispatchers. Management shall reserve the right to return the person to driving with no negative notes added to the person's file.
- Should the employee selected to dispatch decide to return to the driver ranks he/she shall be allowed to do so with two weeks' notice.
- The schedule for the dispatcher in training will vary based on the needs of the Agency. As a general rule the schedule shall be provided on a weekly basis with at least 5 days' notice.
- Refresher training will be offered should the dispatcher in training not be used for more than 30 days.

Compensation/Term

- Employees selected for the position of dispatcher in training shall be allowed to hold the position for a period of one year. At the end of the year the position(s) will be opened for any interested employee to apply. Employees that have finished the program may reapply if they wish to return to the program.

- Employees holding this position shall continue to have union dues deducted from their pay and shall not lose seniority by taking this assignment.
- Pay and hours for this position shall be the same as non-union dispatchers.
- During the training period employees shall be paid their regular rate. When they begin dispatching alone they shall receive the promoted rate.
- Operators holding this position shall be paid a minimum of 8 hours per day. All other negotiated benefits remain the same.

IN WITNESS WHEREOF, the said GREATER PORTLAND TRANSIT DISTRICT has caused these present to be signed in its behalf by its President, thereunto duly authorized, and the UNION has caused these present to be signed in its behalf by its President, thereunto duly authorized.

GREATER PORTLAND TRANSIT DISTRICT

By: _____
Hope Cahan, President

Date

LOCAL 714 of the AMALGAMATED TRANSIT UNION

By: _____
Joseph Thomas, President

Date

Appendix

MEMORANDUM OF UNDERSTANDING - PROGRAM PERTAINING TO WORK HOURS OF THE MAINTENANCE DEPARTMENT

In an attempt to meet the vehicle maintenance needs of the District and in an attempt not to disrupt the current day shift of the Maintenance Department, the Greater Portland Transit District (District) and Local 714 of the Amalgamated Transit Union (Union) have agreed to participate in good faith in the following program:

1. The program is intended to develop a service program for the vehicles in such a manner as to meet the service needs of the District to the public and to complete the service requirements in such a manner as to maintain the current day shift for the current maintenance employees.
2. For the purpose of this program, the Union agrees to select a qualified employee from the Maintenance Department's day shift to serve as team leader. The bargaining unit member selected shall be responsible for the work area implementation of the program including but not limited to the scheduling of the maintenance work and the first line direction of the work force (See Supplemental List) subject to the approval of the Maintenance Manager. Nothing in this memorandum is intended to reduce or affect in any way the supervisory authority of the Maintenance Manager.
3. The selected employee (Team Leader) shall receive his/her classification salary and an additional eighty (\$.80) cents per hour. Whenever the team leader is absent more than one (1) week and upon the request of the District, the Union shall choose a replacement team leader.
4. The District and the Union will make a good faith effort to cooperate with each other to complete all necessary maintenance so that the District may continue to meet the service needs of the District.
5. At any time, either party may send a written notice to the other indicating the program is not functioning successfully and request a meeting to resolve the problem(s). The Parties shall make a good faith effort including the use of a mediator to negotiate a resolution of any conflicts related to this program. The parties shall immediately attempt to mutually select a mediator. If agreement upon a mediator is not reached within ten (10) days, the parties shall request the Federal Mediation and Conciliation service and/or the Maine Labor Relations Board to appoint the mediator. Absent a joint resolution within thirty (30) days of the request to meet, the parties agree to submit any unresolved issues to the mediator for resolution. The mediator shall within thirty (30) days conduct a hearing for the purpose of obtaining the parties' position and evidence on the unresolved issues and shall issue a written decision within thirty (30) days of the hearing. The mediator shall have the authority to rule on the unresolved issues

of the program including deciding whether the current hours of work schedule meet the stated intent of this program, needs to be modified, or needs to be terminated. The mediator shall have the authority to (1) establish alternative work schedules to meet the maintenance service needs of the District and (2) to implement work schedules to meet those needs, notwithstanding the provisions of Section 34 - Maintenance Department. The decision of the mediator shall be final and binding. The parties shall equally share the cost and expense of the mediator.

- 6. This memorandum of understanding shall become effective upon its written execution below:

FOR THE DISTRICT: _____

DATED: _____

FOR THE UNION: _____

DATED: _____

SUPPLEMENTAL LIST OF TEAM LEADER RESPONSIBILITIES

1. The Team Leader will be answerable to the Maintenance Manager in regard to all functions and operations relative to the mechanical condition and cleanliness of the equipment and facility.
2. The Team Leader will meet daily with the Maintenance Manager or his/her designee to review the daily workload.
3. The Team Leader will have the authority to schedule and assign work to both day and night crews.
4. The Team Leader will have authority to schedule vehicles "out of service" consistent with the needs of the Operations Department for maintenance requirements.
5. The Team Leader will have authority to review maintenance records for the purpose of preventive maintenance.
6. The Team Leader and the Maintenance Manager shall make periodic reviews of work to be scheduled, and the Team Leader will be kept apprised of any and all upcoming workload changes.
7. The Team Leader will be responsible to make recommendations in writing to the Maintenance Manager relative to stockroom supplies, tools, and other similar items for review and written response.
8. Discipline shall be administered solely by Management, however, the Team Leader shall have the responsibility to submit activity or incident reports to management that may or may not result in disciplinary action. Management has the sole authority to take disciplinary action in accordance with the collective bargaining agreement.

REQUIRED TOOLS FOR MECHANICS, TECHNICIANS AND BUILDING MAINTENANCE PERSON

- 1 Ball Peen Hammer 2 lbs
- 1 Ball Peen Hammer 1 lb
- 1 Set Chisels
- 1 Set Punches
- 1 Set Easy outs
- 1 Lady Foot and Line Up Bar 24"
- 1 Standard Set Screw Drivers Slot Head
- 1 Standard Set Screw Drivers Phillips
- 1 Magnetic Pick Up Tool
- 1 Off-set Screw Driver
- 1 Set Allen Wrenches
- 1 Pipe Wrench 6"
- 1 Pipe Wrench 14"
- 1 Set Box End Combination Wrenches 3/8"- 1 1/4"
- 1 1/2" Drive Universal
- 1 3/8" Drive Universal
- 1 Complete Set 1/2" Drive Extensions
- 1 Complete Set 3/8" Drive Extensions
- 1 1/2" Drive Flex Handle
- 1 3/8" Drive Flex Handle
- 1 10" Crescent Wrench
- 1 12" Crescent Wrench
- 1 Hack Saw
- 1 Vice Grip Pliers
- 1 Side Cutter Pliers
- 1 Needle Nose Pliers
- 1 Regular Pliers
- 1 Pair Channel Lock 10"
- 1 Set Standard Feeler Gauges
- 1 Steel Tape 8'
- 1 Complete Set 1/2" Drive Sockets
- 1 Complete Set 3/8" Drive Sockets
- 1 Complete Set 1/2" Drive Hex Sockets
- 1 Complete Set 3/8" Drive Hex Sockets
- 1 Complete Set 1/2" Drive Deep Sockets
- 1 Complete Set 3/8" Drive Deep Sockets
- 1 Test Light(s) (12V and 24V)

REQUIRED TOOLS MECHANIC II

- 1 ½" Drive Deep Socket Set
- 1 ½" Drive Hex Socket Set
- 1 3/8" Drive Deep Socket Set
- 1 3/8" Drive Hex Socket Set
- 1 ½" Drive Ratchet
- 1 3/8" Drive Ratchet
- 1 ½" Extension 3"
- 1 ½" Extension 6"
- 1 ½" Extension 12"
- 1 ½" Breaker Bar 15" or 18"
- 1 1 lb Ball Peen Hammer
- 1 2 lb Ball Peen Hammer
- 1 Vise Grip Pliers
- 1 Pry Bar 20" Long
- 1 Punch and Chisel Set
- 1 Test Light(s) (12V and 24V)
- 1 Set Box End Combination Wrenches 1/4"-1 1/4"
- 1 12" Crescent Wrench
- 1 Set Allen Wrenches
- 1 Standard Diagonal Cutters
- 1 Set Channel Locks 10"
- 1 Standard Set Screwdrivers Slot Head
- 1 Standard Set Screwdrivers Phillips
- 1 Hack Saw
- 1 Needle Nose Pliers
- 1 Pipe Wrench 12"
- 1 Open End Wrench Set 1/4" - 1 1/4"
- 1 Set Screw Extractors
- 1 Lady Foot and Line Up Bar 24" Long

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AGREEMENT

**Between the
Regional Transportation Program, Inc.**

and the

**Amalgamated Transit Union
Local Division No. 714**

For Administrative & Dispatch Personnel

February 1, 2022 - January 31, 2025

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SECTION 1 RECOGNITION

Regional Transportation Program, Inc. ("RTP" or "Agency") recognizes local Union #714 of the Amalgamated Transit Union ("Union") as the exclusive collective-bargaining representative of all full-time and regular part-time administrative and dispatch personnel employed by the Agency; excluding all other employees including, but not necessarily limited to: professional employees, drivers, mechanics, guards, administrative assistant to the executive director and supervisors as defined in the NLR Act.

SECTION 2 WORK HOURS

1. For those employees hired prior to January 1, 2012, the normal work week for full-time and part-time employees shall be Monday through Friday with the exception of on-call duty, work-related training or other special circumstances as determined by the Agency's management that may require employees to work in the evenings and/or on Saturdays or Sundays. The work week for full-time and part-time employees hired after January 1, 2010 shall be Monday through Saturday. Full time employees shall normally be scheduled to work (40) hours per week while part-time employees shall normally be scheduled to work less than thirty-seven (37) hours per week. The Agency shall reserve the right to change employees' work schedules, including the assignment of overtime, in order to meet the Agency's business needs. The Agency further reserves the right to select and hire employees or contract for personnel to fill temporary vacancies due to absences of regularly scheduled employees. Such temporary employees or contracted personnel shall not become a member of the Union nor pay Union dues during the first ninety (90) calendar days of employment or contractual engagement with the Agency. Should such temporary personnel become permanent employees of the Agency after the ninety calendar day period, then such personnel shall become members of the bargaining unit. In such event, the employee shall commence their ninety calendar day probationary period on the first day following their ninety calendar day temporary status.
2. Employees shall be paid only for time worked, unless expressly provided otherwise elsewhere in this agreement.
3. Employees representing the Union will clock out when attending to Union matters at all times, except when an employee or member of Management makes a request for Union representation during disciplinary action and/or grievance procedures.
4. Except in special circumstances, as determined by the Agency, that relate to workforce shortage or other critical events that impair the Agency's dispatch personnel from serving its clients, each dispatch employee shall take an unpaid, one-half hour work break no less than once every six hours worked as approved by RTP's Transportation Supervisor. Such work breaks will transpire outside the dispatch office area.
5. Full-time employees shall be given two (2) scheduled 15 minute paid breaks.
6. An employee who reports to work as scheduled and is sent home for "lack of work" or "lack of equipment" shall receive **four (4)** hours pay.

7. Employees shall be allowed "flex time" of up to two (2) hours per week and up to two (2) times per month. Such "flex time" shall be requested via a "flex time" request form and approved at management's discretion. Time must be made up in the same pay period as the "flex time" was used. Should an employee not make up the total amount of "flex time" used, then the employee will be charged the appropriate benefit time.

ADMINISTRATIVE HOURS

For the purpose of this section, administrative hours are paid to an employee absent from work at such time when the Agency announces a full closing and shuts down all operations and departments for inclement weather. However, the Agency shall exercise its right to announce a partial closing and shut down only non-critical transportation due to inclement weather, and accordingly, require employees to report to work to perform administrative and dispatch/scheduling duties or receive training.

During inclement weather, employees who are unable to report to work when their department is open may choose to apply accrued vacation time or "unpaid leave" to cover their absence. In such instance when the employee chooses to apply unpaid leave to cover their absence, then the unpaid leave will not be counted towards any unpaid leave allowance otherwise permitted under this Agreement.

An employee who has exhausted their administrative hours allowance at a time when the Agency announces a full closing shall have the option of applying accrued vacation time or unpaid leave to cover the absence. In such instance when the employee chooses to apply unpaid leave to cover their absence, then the unpaid leave will not be counted towards any unpaid leave allowance otherwise permitted under this Agreement.

1. **Each May 1**, all full-time employees will be granted forty (40) hours of administrative time and part-time employees will be granted thirty-two (32) hours of administrative time to be used for approved full agency closings due to inclement weather; except that full-time and part-time employees must complete their probationary period before said number of administrative hours are granted or used.

In no instance shall a full-time employee exceed forty administrative hours or a part-time employee exceed thirty-two administrative hours in a contract year. Unused administrative hours for full and part-time employees cannot be carried forward to the next contract year

2. In the event of such weather closings, all full-time employees scheduled to work that day shall receive administrative pay at their regular hourly wage rate equal to the number of hours he/she was scheduled to work, but not to exceed eight (8) hours per day.

All part-time employees scheduled to work that day shall receive administrative pay at their regular hourly wage rate equal to the number of hours he/she was scheduled to work, not to exceed eight (8) hours per day.

3. In the event a full-time or part-time employee is required to work on a day where inclement weather was severe enough to cause the agency to announce a full agency closing, the employee will be paid double his/her regular hourly wage rate.

SECTION 3 WORK RULES

During the term of the Agreement, the Agency may establish and enforce work rules and regulations to the extent that such rules are not inconsistent with the terms and provisions of this Agreement. Whenever such new rules or regulations are to be adopted, they shall be posted in a conspicuous place by the Agency for five (5) working days before the rule is to become effective. Such new rules shall not be inconsistent with the terms and provisions of this Agreement. Prior to the posting of such new rules, a copy shall be forwarded to the Union at least three (3) working days prior to the posting. The Agency shall reserve the right to waive such notice of posting to the Union in matters of urgent safety concerns and other emergency situations.

SECTION 4 PROBATIONARY PERIOD

The first ninety (90) calendar days of employment for any employee covered by this Agreement shall be a probationary period. At any time during an employee's probationary period, the Agency may terminate the employee's employment for any reason not in violation of State or Federal law.

SECTION 5 SAFETY

RTP is committed to providing a work environment that is clean, safe, and ergonomically suitable to employees. The Agency shall endeavor to maintain this environment through training programs, inspections, and policies instituted and maintained to support RTP's safety initiatives. Employees are required to be familiar with and practice all safety rules established by RTP. Employees shall report to their immediate supervisor any and all acts, situations, or material defects that might constitute a workplace safety hazard.

In general, the safety of RTP's riders and all employees is a matter of extreme importance. No employee shall be required to take any undue risk in the performance of his/her duties. The failure of an employee to conform with good safety practices shall be grounds for discipline.

The Agency shall establish a Safety and Security Advisory Committee comprised of one administrative employee, one dispatch employee and two management employees. The committee shall advise the Agency's executive director on safety and security issues and meet no less than once per calendar quarter.

SECTION 6 BULLETIN BOARD

The Agency will provide the Union with exclusive space on a bulletin board. The Union agrees that the bulletin board furnished shall be used only for proper Union business in the normal sense of the term.

SECTION 7 UNIFORMS

Should the Agency require the dispatch and/or administrative employees to wear uniforms, then the Agency shall pay for the cost of such uniforms. Uniform apparel shall consist of particular exterior apparel items that provide a uniform appearance for the dispatch or administrative personnel, or the entire unit as a whole, as specified and determined by the Agency. Should the Agency establish a uniform requirement, then the Agency shall provide each employee with an initial uniform allowance of two hundred and fifty dollars (\$250.00) after their 90-day probationary period. Thereafter, beginning July 1 of each contract year, and continuing for the term of this agreement, each employee shall receive an annual uniform allowance of two hundred fifty dollars (\$250.00). This uniform allowance shall be used during the month of July in the year in which it is issued. The uniform allowance shall be to purchase uniform items from the vendor designated and approved by the Agency. There shall be no buy back of any unused portion of the annual uniform allowance. Also, any unused portion of the allowance can not be carried forward to a subsequent contract year. In the absence of a formal uniform requirement, every employee must come to work each day in attire that is clean and considered normally appropriate for an office environment.

SECTION 8 DISCIPLINE

1. Disciplinary action may include the following, depending on the circumstances: oral warning; written warning; suspension; discharge.
2. The Agency shall make reasonable efforts to avoid public warnings or reprimands.
3. All disciplinary actions shall be provided to the employee with a copy to the Union.
4. Disciplinary action shall be subject to the regular grievance procedure. The employee and the Union shall be given the opportunity to respond in writing to any disciplinary action, and such response shall be placed in the employee's personnel file.
5. An employee's accrued seniority, measured from the date of hire, shall not be decreased or diminished on account of any suspension.
6. Each employee shall have the right to Union representation at any investigatory interview conducted by the Agency which reasonably might result in disciplinary action against the employee. An employee shall have the right to refuse to cooperate in any such investigatory interview without Union representation and may not be required to respond to any charge of misconduct without first being afforded the opportunity for Union representation.
7. All evidence of prior disciplinary action within an employee's file shall be disregarded for current disciplinary purposes if such evidence is aged by forty (40) months or more.

SECTION 9 PROMOTIONS/TRAINING

In the event of a promotion of an employee or employees within the bargaining unit, skills, abilities and qualifications, as determined by the Agency, shall be the determining factors in making the promotion. In the event of a training program, the Agency shall select the employee(s) most qualified and interested in participating in the training program. For the purpose of employee promotions or training, when employee(s) qualifications are equal as determined by the Agency, then seniority shall prevail in selecting the employee(s) for promotion or training. The Agency reserves the right to recruit, select and hire qualified individuals not currently employed by the Agency in circumstances where no existing employees qualify for the promotion.

The Agency agrees to pay for the employee's time while attending mandatory training, and further agrees to pay for all training, training materials, fees and incidental expenses. Regularly scheduled employee training shall not be conducted on Sundays.

SECTION 10 GRIEVANCE PROCEDURE

All grievances of employees shall be subject to the grievance procedure as provided below. For purposes of this contract, a grievance means an unresolved complaint between an employee and/or the Union and the Agency with respect to the interpretation or application of this contract.

Step One

1. Within seven (7) working days after an employee or the Union becomes aware that the employee/Union has a grievance, the employee and/or the Union shall reduce the grievance to writing and present it to the Transportation Supervisor for dispatch personnel, or the HR/Administrative Manager for administrative personnel. The Transportation Supervisor or the HR/Administrative Manager shall hold a hearing on the matter within seven (7) working days of the presentation and respond in writing within seven (7) working days of the grievance hearing.

Step Two

2. If, after action by the Transportation Supervisor or the HR/Administrative Manager, the grievance is still unresolved, the employee and/or the Union, within seven (7) working days of receipt of the written response, shall present the unresolved grievance to the Executive Director. The written submission to the Executive Director shall specify the nature of the grievance. Within seven (7) working days thereafter the Executive Director or a representative of the Agency designated by the Executive Director shall meet with the employee and/or the Union to discuss the grievance in order to resolve the matter finally. Within ten (10) working days after the meeting with the employee and/or the Union, the Executive Director or designated representative shall render a decision in writing to the employee and the Union.

Arbitration

3. In the event that the grievance is not satisfactorily resolved at step two above, within thirty days of the written decision at step two, the Union or the Agency may demand arbitration through the American Arbitration Association ("AAA") or the Federal Mediation and Conciliation Service ("FMCS") and select from a list of five arbitrators, prepared by the AAA or the FMCS. Should the parties not agree to an arbitrator from the list, the parties will alternately strike from the list with the Union striking first for the first arbitration and the Agency striking first for the second arbitration.

- B. The decision of the arbitrator on any issue submitted to him under this procedure and involving the meaning or application of the terms of this contract shall be final and binding.
- C. The Agency shall have, if requested, at least thirty days from the date of the demand for arbitration to prepare its case.
- D. The Union and Agency shall bear equally the cost and expense, including fees, of the arbitrator.

The Arbitrator is specifically prohibited from adding to, subtracting from, or modifying this Agreement in whole or in part, and the Arbitrator's decision shall be based only upon a clear interpretation and/or application of this Agreement

General Provisions

- 4. The Union shall have the exclusive right to represent employees in any grievance.
- 5. If an employee elects to present a grievance at steps one, two and three without representation, the Union shall have the right to be present at any grievance step meeting and shall receive copies of written determinations, if any, at all steps. No resolution of a grievance shall be inconsistent with the provision of this Agreement.
- 6. Any grievance involving two or more employees may be initiated and processed jointly.
- 7. The Agency representatives and the Union may mutually agree when circumstances warrant to bypass steps of the grievance procedure.
- 8. The Agency representatives and the Union may mutually agree to extend any of the time limits prescribed herein.
- 9. Should the employee or the Union fail to file a grievance within the time limits prescribed herein, or file a request for an extension, the grievance will be voided. Should the Agency not hold a hearing or answer the grievance within the time limits prescribed herein, or file a request for an extension, the grievance will be awarded.

SECTION 11 MANAGEMENT RIGHTS

RTP retains any and all rights and prerogatives of management it enjoyed prior to the execution of this contract except as specifically and expressly limited or modified by the provisions of this contract or as regulated by Federal or State law. The management of the business and the direction of the working force of RTP shall be within the sole control of RTP, including, but not limited to, the right to hire, promote, (subject to the Training/Promotion Section), transfer, and to discipline, suspend or discharge, and to lay off employees because of lack of work; and the right to deviate from past practice not expressly included in this Agreement; and the right to use new equipment and labor saving devices. RTP shall also determine the numbers and kinds of employees required at any particular time or place, the methods and equipment to be used, and the work assignments and tours of duty. Employee flextime may be considered as determined by the Agency. RTP also reserves the right to use management personnel to cover employee absences and workforce shortages. Due to limited staffing and the specialized and technical work of the employees, RTP's management personnel may, at times, assist the employees in the execution of their assignments as determined

necessary by the Agency. Nothing in this Section is intended nor shall be construed as authorizing violation of this Agreement or of depriving the Union or any employee of any rights granted hereunder or determined by law.

SECTION 12 SENIORITY

1. Agency seniority shall mean the length of continuous service with the Agency from the employee's most recent date of hire.
2. Continuous service with the Agency shall be terminated when the employee:
 - A. terminates employment;
 - B. is discharged, unless reinstated through grievance or arbitration procedures.
 - C. absents himself or herself beyond a period for which he/she has been granted a leave of absence; or
 - D. fails to return to work within ten (10) working days after being recalled from a layoff.
3. The Agency will prepare from its records a seniority list of all employees in the bargaining unit as of the date of the execution of this Agreement. This list shall be made available to the Union, and for a period of thirty (30) days after the execution of this Agreement, the Union may question the accuracy of the employee's position on the list. The accuracy of this list may not be thereafter questioned during the term of this Agreement. Any question regarding an employee's seniority raised during the thirty (30) day period will be negotiated; and if no agreement can be reached with respect to the issues raised, the matter shall be subject to the grievance procedure.

SECTION 13 LEAVE OF ABSENCE

A. For the purpose of this Agreement, unpaid leave is defined as an Agency-approved employee absence where the employee does not receive payment directly from the Agency through a payroll check for work performed or benefit pay for sick leave, vacation leave, bereavement leave, jury duty or holiday pay. Payments received by employees from other companies such as, but not limited to, payments from disability and workers compensation insurance do not constitute paid time under the definition of unpaid leave in this Agreement. Leaves with pay are addressed elsewhere in this Agreement under vacations, sick leave, bereavement leave, holiday and jury duty.

B. Unpaid leaves of absence, not mandated by law, may be granted by the Agency with the approval of the Executive Director for a period not to exceed the limits stated in this section. Employees on unpaid leave, not otherwise covered in this agreement or by law, shall promptly reimburse the Agency, as indicated in this section, for benefit premiums related to health, dental and life & disability coverages the Agency pays on behalf of the employee during such leave.

Employee reimbursement to the Agency for benefit premiums (health, dental, L&D)

If the total balance due the Agency is \$250 or less, then the employee must reimburse the Agency the full invoiced amount within thirty (30) business days of receipt of invoice.

If the total balance due the Agency is greater than \$250, then the employee must reimburse the Agency at least 20% of the invoiced amount within thirty (30) business days of receipt of invoice. The employee must

reimburse the Agency for the outstanding balance due no later than 180 calendar days from the original invoice date.

If an employee fails to make the scheduled reimbursement payments in the above stated timeframes, the Agency shall exercise its right to cancel those respective benefit coverages that remain fully or partially unpaid. Written notice of cancellation, delivered by certified mail, will be sent to the employee before benefit coverages are cancelled.

C. Employees may opt to use sick leave and/or vacation accruals while out on FMLA.

D. The Agency will provide an additional period of unpaid leave to an employee completing FMLA leave who is recovering from a work-related injury or illness covered by workers' compensation. Such additional unpaid leave shall occur immediately subsequent to the employee's FMLA leave and shall not to exceed sixty (60) calendar days. During such additional unpaid leave, the employee who receives Agency paid benefit coverages will reimburse the Agency for 100% of the benefit premiums due the Agency in the manner indicated in this section. If the employee is unable to return to work after the sixty (60) calendar day additional leave, then the employee automatically terminates his/her employment with the Agency.

E. The Agency will provide an additional period of unpaid leave to an employee completing FMLA leave and who is recovering from a non-work-related disabling medical or mental condition. Such additional unpaid leave shall occur immediately subsequent to the employee's FMLA leave and shall not exceed sixty (60) calendar days. During such additional unpaid leave, the employee who receives Agency paid benefit coverages will continue to receive such Agency- paid benefit coverages for the first month of the leave. However, should additional unpaid leave be required beyond the first month, then the employee will reimburse the Agency for 100% of the benefit premiums due the Agency in the manner indicated in this section. If the employee is unable to return to work after the sixty (60) calendar days of additional leave, then the employee automatically terminates his/her employment with the Agency.

F. In each calendar year, the employee may request and take up to ten (10) unpaid leave days for a brief illness or personal time when the employee has no available benefit time. Such leave days must be approved by the Executive Director and cannot be added to the sixty (60) day unpaid extension of an FMLA leave. During such unpaid leave days, the employee who receives Agency paid benefit coverages shall not be required to reimburse the Agency for their benefit coverages.

G. Employees who are not eligible for FMLA leave, have no available accrued benefit time and absence themselves more than ten (10) unpaid leave days in a calendar year, will automatically terminate his/her employment with the Agency.

SECTION 14 SICK AND BEREAVEMENT LEAVE

1. Full-time Employee Sick Leave: Sick leave credit shall be earned and accumulated at the rate of eight (8) hours per calendar month of continuous employment for each full-time employee. Unused sick leave shall accumulate to a maximum of one hundred sixty (160) hours. Full-time employees shall be deemed to have earned eight (8) hours of sick leave per calendar month if a minimum of ten (10) work days shall have been actually worked in that month by the employee.

Part-time Employee Sick Leave: Sick leave credit shall be earned and accumulated at the rate of **four hours (4)** per calendar month of continuous employment for each part-time employee. Unused sick leave shall accumulate to a

maximum of **sixty (60)** hours. Part-time employees shall be deemed to have earned **four (4) hours** of sick leave per calendar month if a minimum of seven (7) work days shall have been actually worked in that month by the employee.

Sick leave shall be earned, but may not be taken, during an employee's probationary period.

An employee absent from work must report the fact to his/her immediate supervisor or other designated representative of the agency if the supervisor is not available prior to the time the employee is due to report to work.

Sick leave may be used for illness or other physical disability of the employee. The use of sick leave for purposes other than what is provided herein is improper except for the employee's use of accrued sick time for the purposes defined in the "Act to Care for Families". The Act allows an employee to use accrued sick and/or vacation time for the care of an immediate family member who is ill as provided by the Act. An immediate family member means an employee's child, spouse, domestic partner or parent to the expressed exclusion of all others. The Agency shall limit the number of hours applied for such purpose to forty (40) hours per calendar year. Since the Agreement does not allow the use of accrued sick or vacation time during the probation period, then accrued sick or vacation hours cannot be applied, as provided under the Act, during an employee's probation period. An employee abusing sick leave may be subject to disciplinary action in accordance with this agreement.

2. Bereavement Leave: All full-time and part-time employees are eligible for bereavement leave. All employees will be paid for actual time lost from work to make arrangements for and to attend funeral services due to a death in the immediate family. Bereavement leave pay for all part-time employees shall be determined by the number of hours the employee was scheduled to work on the days designated as bereavement leave. Bereavement leave shall be limited to a maximum of eight (8) hours per day.

For the purpose of this section, an immediate family member includes: husband or wife, domestic partner or significant other, brothers and sisters, mother and father (natural, step or adopted), children (natural, step or adopted), mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather and grandmother, grandchild; to the expressed and intentional exclusion of all others.

In the event that a paid holiday occurs during bereavement leave, the day shall be paid as a holiday and not as a bereavement day. In the event that bereavement leave is used during approved vacation leave, the employee shall be paid for bereavement leave, without loss of any vacation days up to a maximum of three vacation days.

There is no limit on the number of times bereavement leave may be taken in the course of a calendar year. Each bereavement leave taken, however, is limited to the following:

mother, father, spouse, significant other/domestic partner, child or grandchild – **five (5) days** maximum;

brother-in-law or sister-in-law – **three (3) days** maximum;

all others – three (3) days maximum.

If an employee covered by this Agreement does not have sufficient bereavement leave to make arrangements for and to attend funeral services due to a death in the immediate family, he or she may use up to three days of accrued sick leave in lieu of any exhausted bereavement leave. If an employee does not have any accrued sick leave, he or she may use up to three accrued vacation days in lieu of any exhausted bereavement leave. Finally, if an employee does not have any accrued sick or vacation leave, the Executive Director may grant up to three days of unpaid leave in lieu of any exhausted bereavement leave.

SECTION 15 HOLIDAYS

The schedule of paid holidays shall be: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Patriot's Day; Memorial Day; **Juneteenth Day**; Independence Day; Labor Day; **Indigenous Peoples Day**; Veteran's Day; Thanksgiving; and Christmas. In addition, if the State designates the day after Thanksgiving as a holiday and/or a day before/after Christmas as a holiday, those days will also be paid holidays.

To be eligible for holiday pay, an employee must be in payroll status on the date of the holiday. A part-time employee shall not be entitled to holiday pay during his or her probationary period.

Regular part-time employees shall be entitled to holiday pay for which they shall receive eight (8) hours pay for any paid holiday which falls on the part-time employee's regularly scheduled work day.

Work performed on a holiday will be paid at 8 hours holiday pay plus actual time worked for that holiday at the normal hourly rate.

SECTION 16 JURY DUTY

Leave is authorized with pay to perform required jury duty. An employee called to jury duty during a scheduled work week or work day shall report his or her jury earnings to the Agency and his or her RTP wages shall be reduced by the amount of his or her jury earnings.

SECTION 17 MILITARY LEAVE

Employees who are members of the National Guard or Military reserves and are required to perform up to two weeks of annual Active Duty for Training shall be granted a Military Leave for such purpose. The Agency shall pay the balance between service pay and allowances and the employee's regular pay during the approved leave. To be eligible for payment, the employee must furnish the Agency's business office with an official statement by military authorities stating pay and allowances received during the leave period.

In addition to the above provisions, the Agency shall grant any employee required to serve in any branch of the Armed Forces of the United States a military leave of absence to the extent required by the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and any applicable State laws.

SECTION 18 VACATIONS

A. Full-time paid vacation leave shall be earned from the time that an employee becomes a full-time employee at the rate of eight (8) hours per calendar month of employment for full-time employees with less than three (3) years of service; ten (10) hours per calendar month for such employees with three (3) years or more of continuous employment service, but less than (10) ten years; twelve (12) hours May 1, 2010 to December 31, 2010 and thirteen (13) hours per calendar month effective January 1, 2011 for such employees with ten (10) years or more of continuous employment service, but less than (15) fifteen years, and sixteen (16) hours per calendar month for such

employees with fifteen or more years of continuous service. Paid vacation leave credit may not be accrued beyond what an employee earns in a year. A full-time employee shall accrue vacation leave credit, but shall not be entitled to take paid vacation during the probationary period.

B. Part-time employees shall be entitled up to fifty-six (56) hours of paid vacation time after each year of continuous employment. Such employee's pay for this vacation shall be calculated on an eight (8) hour day. Vacation leave for the prior year shall be calculated for each part-time employee on payroll status on the anniversary of his or her employment as a part-timer, or for any part-time employee not on payroll status on the anniversary of his or her employment as a part-timer, upon his or her return to regular work.

Part time employees will earn vacation time on their anniversary date based on the number of hours worked in the preceding 12 months. The amount earned will be calculated as follows: PT employees who were paid between 900 - 1,099 hours in the preceding 12 months will earn forty (40) hours of vacation time on their anniversary date. PT employees who were paid between 1,100 and 1,299 hours in the preceding 12 months will receive forty-eight (48) hours of vacation time on their anniversary date. PT employees who were paid 1,300 hours or more in the preceding 12 months will receive the maximum fifty-six (56) hours on their anniversary date. For those part-time employees who were paid for less than 900 hours in the preceding twelve (12) months, the amount of vacation time will be prorated accordingly. Part-time employees must use all vacation time in the year that it is earned and becomes available. Unused vacation time cannot be rolled forward to a subsequent year.

C. Time during which an employee is on leave without pay or is otherwise excused from work shall not be considered as time worked for the purpose of computing vacation leave credits. For the purposes of this section, an employee shall not earn any vacation leave for any month in which the employee does not earn at least **twelve (12)** days of pay made up of actual work; and/or paid days of leave for sick leave, vacation leave, jury duty leave, holidays or bereavement leave as defined under those respective sections of the Agreement. Employees on approved unpaid leave for the purpose of contract negotiations shall be allowed to apply each day of negotiations, not to exceed eight (8) days per employee per contract negotiating year, as time credited to satisfy the fifteen-day minimum requirement to earn a vacation accrual for the month. For the purpose of this paragraph of this section, at least eight hours of pay, made up of wages or leave as noted above, earned by a full-time employee in any one regular work day shall constitute a day for vacation leave calculation, while at least five (5) hours of pay, made up of wages or leave as noted above, earned by a part-time employee in one regular work day shall constitute a day for vacation leave calculation.

For the purpose of calculating vacation accruals, part-time employees who are promoted to full-time status are entitled to include their prior time worked as a part-time employee. For example, a part-time employee who has worked three years prior to their promotion to full time would be entitled to accrue 10 hours per calendar month.

D. In the event that an employee is granted a leave of absence for the purpose of serving in a full-time capacity as a Union official, vacation leave credits shall continue to be accrued for the first six months of such leave.

E. Vacation leave may be taken at such time or times as mutually agreed to by the employee and the Agency. Requests for vacation time must be submitted to the supervising manager at least one week in advance and such requests shall not be unreasonably denied. The Executive Director or designee may grant vacation requests submitted less than one week in advance. The number of employees allowed to take vacation leave at the same time shall be determined by management.

SECTION 19 TAX DEFERRED ANNUITY PLAN

The "Plan" shall refer to the Regional Transportation Program, Inc. Tax Sheltered Annuity Plan, as amended and restated effective January 1, 2009. All employees who are regularly scheduled to work twenty (20) hours or more per week are eligible to participate from the beginning of their employment in RTP's Tax Sheltered Annuity Plan by making a weekly payroll deferral to the Plan's investment fund. In addition, employees with at least one year of employment with the Agency are eligible for an employer matching contribution as follows:

- a. Employees who defer at least 1% of their total wages and are paid between 1,000 to 1,499 hours per year will receive an employer match of 1%.
- b. Employees who defer at least 2.5% of their total wages and are paid between 1,500 to 1,874 hours per year will receive an employer match of 2.5%.
- c. Employees who defer at least 5% of their total wages and are paid 1,875 or more hours per year will receive an employer match of 5%.

Both the Agency and the employees are subject to the specific terms and provisions of the "Plan".

No change in the present tax deferred annuity plan will be made without the consent of the Union if the effect of any such change will be to reduce employee rights or benefits under the plan. In order to protect the Agency against unforeseen conditions, however, the right to change the plan (including the right to change the insurance company or to continue the plan with a trustee) is necessarily reserved by the Agency.

SECTION 20 INSURANCE / PHYSICALS

Subject to the terms as stated under Section 13 "Leave of Absence", the Agency will pay one hundred percent (100%) of the premium for each full-time employee's individual life and disability insurance coverage, and one hundred percent (100%) of the premium for each full-time employee's individual dental insurance coverage purchased under the Agency's group insurance plans. The Agency will pay for the monthly premium for each full-time employee's individual health insurance coverage purchased under the Agency's group insurance less the following employee weekly contributions: Employees will pay \$15.00 per week towards the individual employee health premium.

In each plan year, if the employee's individual co-insurance costs exceed \$1,000, then the Agency will agree to pay up to a maximum of \$500 for the amount of co-insurance over \$1,000. It is the employee's responsibility to show proof of the co-insurance costs. The Agency will make co-insurance payments on behalf of the employee directly to the medical provider. The Agency will not pay co-insurance costs that are paid by Medicare, MaineCare, or another insurance company. The Agency will not pay for co-pays, prescriptions or deductibles.

The Agency may initiate another dental and/or disability insurance plan, if in the Agency's judgement, the benefit levels are comparable. Before any changes to the Health insurance plan/carrier, a committee will be formed comprised of the Union President, one member from each contract and Agency's management personnel to discuss proposed changes to the plan/carrier with the understanding that the Agency reserves the right to make the final decision.

All insurance premiums paid by the employee are paid in advance through weekly payroll deductions. Premiums paid by the employee through weekly payroll deductions are paid on a pre-tax basis through RTP's Section 125 Plan.

The costs of all exams performed by a physician selected by RTP shall be paid for by RTP.

Fitness Facility Memberships

Effective January 1, 2022 any active employee shall be entitled up to **two hundred (\$200)** in reimbursement for fitness facilities membership each January of the contract when the employee has been a member of a fitness facility for at least 3 (three) months during the previous calendar year; and the employee can provide proof of that membership; and the employee provides proof of at least **\$200** payment for the membership for the previous calendar year. The employee must submit their request for reimbursement with the required proof during the month of January (for the previous calendar year).

Example: In January 2022, an employee could submit for reimbursement for a fitness facility membership in calendar year 2021 as long as they can show proof of at least a 3 month membership during 2021 and proof that they paid at least \$200 for that membership to the fitness facility. Acceptable proof would be a receipt from the facility showing the membership length and amount paid for calendar year 2021 or copies of the employee's bank statement showing where money was directly withdrawn by the fitness facility.

**SECTION 21
PAYROLL**

The Agency shall process payroll on a weekly basis. For the purpose of calculating the payroll, the work week shall be Sunday through Saturday.

**SECTION 22
WAGES**

Pay rate wage chart below. New pay rates will occur February 1, 2022; February 1, 2023; & February 1, 2024

ADMINISTRATION							
Employee Name	Title	Status	Class	Rate	02/01/22	02/01/23	02/01/24
				01/31/22			
New Employee	Financial & Billing Asst	FT/PT	1	18.7020	20.2500	20.9588	21.6923
New Employee	Data/Billing/Admin Asst	FT/PT	2	16.8190	19.0000	19.6650	20.3533
New Employee	Data Entry Clerk	FT/PT	3	15.6545	18.7500	19.4063	20.0855

OPERATIONS							
Employee Name	Title	Status		Rate	02/01/22	02/01/23	02/01/24
				01/31/22			
Dunphy, Gertrude	Dispatcher	FT		22.7675	24.5889	25.4495	26.3402
New Employee	Lead Ops Associate	FT/PT		19.6442	20.9309	21.6635	22.4217
New Employee	Dispatcher	FT/PT		17.4013	20.2725	20.9821	21.7164

Dispatcher on-call pay will be paid at a rate of: Monday through Friday \$35.00 per day; Saturday & Sunday \$60.00 per day; for a total per week of \$295

All wages will be calculated out 4 places to the right of the decimal point (Example \$17.4013)

SECTION 23 DISPATCH PERSONNEL

Under the overall direction of the Transportation Supervisor, dispatch personnel shall monitor and provide direction to the Agency's employee and volunteer drivers as specified in Agency policy and their respective job descriptions, as they may change from time to time. The dispatch personnel shall immediately report to their supervisor all unsafe, improper or non-compliant actions on the part of the employee or volunteer drivers. Failure to monitor, provide direction or report driver misconduct by dispatch personnel may result in serious disciplinary action and, in instances of repeated or willful failure, immediate termination of employment. The Agency and the Union view such responsibilities on the part of the dispatch personnel as necessary for the safety and well-being of RTP's riders and essential in preserving the integrity of the Agency's services. The Union shall not in any way discourage dispatch personnel from fully cooperating with RTP in connection with issues regarding driver conduct, nor shall the Union take any action against any dispatch personnel for fulfilling their responsibilities in this regard.

On-call duty shall rotate between a minimum of three (3) people on at least a quarterly basis.

SECTION 24 UNION SECURITY – AGENCY SHOP

All employees covered by this Agreement may become and remain members of the Union at any time following the beginning of their employment with the Agency. Bargaining unit employees covered by this Agreement who elect not to become, or remain, members of the Union after the probationary period and for as long as they remain non-members of the Union shall pay to the Union as a condition of employment a fee each month which shall be equal to the amount of the dues uniformly required of members, including assessments, and including any increases of dues adopted by the Union during the term of this Agreement.

Upon written authorization from the employee, RTP agrees to deduct or check-off the amount specified as Union dues or agency fees by the employee from the employee's pay and to remit the total amounts deducted to the Union on a weekly basis unless an employee revokes, in writing, the authorization. RTP is not required to deduct in a subsequent pay period any dues which were not deducted from an employee's earlier pay due to insufficient pay or lack of authorization.

In deducting dues, the Agency's sole obligation shall be to comply with the written authorization, and the Union shall indemnify and hold the Agency harmless against all claims and suits which may arise by reason of making deductions of said dues and fees, and remitting the same to the Union.

The Agency shall provide the union with list of each employee covered by this agreement unless otherwise prohibited by law. The list shall contain, to the extent practicable, the name, address, telephone number(s), pay step, initial date of hire and seniority date for each employee covered by this agreement. The Agency shall provide the list of information upon request from a representative of the Union no more than once per month. It is understood that the Agency is providing this information as a courtesy to the Union and, accordingly, the Agency shall not assume any financial or legal liability due to errors or omissions in the data submitted to the Union.

The Union will reimburse the Agency an amount of \$0.10 per page for copies made or requested by the Union.

**SECTION 25
STRIKES AND SLOWDOWNS PROHIBITED**

During the term of this contract, it is agreed that no employee covered by this Agreement shall engage in, encourage, sanction, support or suggest any strike, work stoppage, slowdown or other similar action which would involve any suspension or interference with the normal work of the Agency.

In addition, it is agreed that during work time no employee covered by this Agreement will engage in, encourage, sanction or support any strike, work stoppage or slowdown in sympathy for any strike, slowdown or work stoppage at any other employer's place of business. Employees covered by this Agreement expressly agree during working time (i) not to engage in or support any sympathy strike or sympathy work stoppage and (ii) not to refuse to cross any picket line established as a result of any labor dispute.

It is further agreed that no member or officer of the Union employed by the Agency will perform any of the foregoing acts and that performance of any such act during the term of this Agreement will constitute a violation of the terms and provisions of this Agreement and will constitute grounds for immediate disciplinary action which may include discharge.

**SECTION 26
LAYOFFS**

In the event of a reduction in the size of the work force covered by this Agreement, employees shall be laid off in a manner consistent with the Agency's financial and service needs.

With regard to administrative personnel layoffs, the Agency shall determine which employees shall be retained who, by the function of their job classification, are best able to handle the service, technical and business needs of the Agency. In cases where more than one employee occupies the same job classification, then such employee(s) shall be laid off in order of inverse seniority. Administrative employees shall be recalled on a priority basis as determined by job classification. In cases where more than one employee occupies the same job classification, then such employee(s) shall be recalled in order of seniority.

With regard to dispatch personnel layoffs, employees shall be laid off in order of inverse seniority. Dispatch personnel shall be recalled in order of seniority.

The Agency shall maintain a layoff call-back list for a period of one year and provide the Union with a layoff list including employee's last known address. Laid off employees may be offered re-employment up to one year from the date the employee was laid off based on the Agency's need for the services the employee provides and the Agency's determination regarding the affordability of such re-employment. It is the responsibility of each laid off employee to keep the Agency informed as to any changes in his or her name, address, and phone number. Employee bumping shall not be permitted in the re-call process.

**SECTION 27
SCOPE OF THE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, RTP and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively

with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The parties acknowledge that this Agreement, and any supplement thereto, embodies the complete and final understanding reached by the parties as to the wages, hours and all other terms and conditions of employment of employees covered by this Agreement.

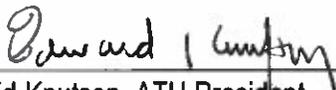
**SECTION 28
TERM OF THE AGREEMENT**

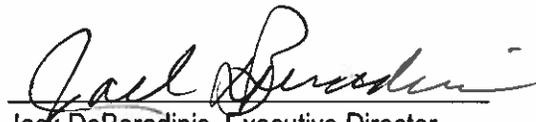
This Agreement shall become effective at 12:01 a.m. **February 1, 2022**; and remain in full force and effect until midnight **January 31, 2025**, at which time it shall expire and terminate.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED ON 1-19-2022 AT PORTLAND, MAINE.
(date)

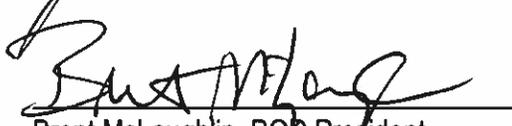
Amalgamated Transit Union, Local 714

Regional Transportation Program, Inc


Ed Knutson, ATU President


Jack DeBeradinis, Executive Director


Andrew Clement, ATU Senior Shop Steward


Brent McLaughlin, BOD President



AGREEMENT

Between the

Regional Transportation Program, Inc.

and the

Amalgamated Transit Union

Local Division No. 714

(Drivers and Vehicle Technicians)

February 1, 2022 - January 31, 2025

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SECTION 1 RECOGNITION

Regional Transportation Program, Inc. ("RTP" or "Agency") recognizes local Union #714 of the Amalgamated Transit Union ("Union") as the exclusive collective-bargaining representative of all full-time and regular part-time drivers and mechanics employed by the Agency; excluding all other employees including, but not necessarily limited to: clerical employees, the secretary to the Executive Director, professional employees, guards, operations supervisors, and other supervisors as defined in the NLR Act. For the purpose of this Agreement, mechanics are specifically designated as technicians and vehicle maintenance helpers.

SECTION 2 WORK HOURS

1. The normal work week for full-time employees hired prior to January 01, 1998 shall constitute forty (40) hours worked Monday through Friday, while the normal work week for full-time employees hired on or after January 01, 1998 shall constitute forty (40) hours worked Sunday through Saturday. Time and one-half shall be paid for hours worked in excess of eight (8) hours in any day. There shall be no pyramiding of daily and weekly overtime.
2. Each part-time employee who works in excess of thirty-five (35) hours per week for a period of nine (9) consecutive weeks shall, starting with the tenth (10th) consecutive week, receive full-time benefits consisting of sick leave, vacation leave and holiday pay for each successive week as long as, and only as long as, he or she continues to consecutively work in excess of thirty-five (35) hours per week. Such benefits are in place of, and not in addition to, the usual part-time employee benefits.
3. Employees shall be paid only for time worked, unless expressly provided otherwise elsewhere in this agreement.
4. Employees representing the Union will clock out when attending to Union matters at all times, except when an employee or member of Management makes a request for Union representation during disciplinary action and/or grievance procedures.
5. An employee who reports to work as scheduled and is sent home for "lack of work" or "lack of equipment" shall receive **four (4) hours pay**.

ADMINISTRATIVE HOURS

For the purpose of this section, administrative hours are hours paid to an employee absent from work at such time when the Agency announces a full closing and closes all departments for inclement weather. However, the Agency shall exercise its right to announce a partial closing due to inclement weather and accordingly require Vehicle Maintenance Personnel to report to work.

1. Each May 1 all full-time employees will be granted forty (40) hours of administrative time and part-time employees will be granted thirty-two (32) hours of administrative time to be used for agency approved closings due to inclement weather; except that full-time and part-time employees must complete their probationary period before said number of administrative hours are granted or used.

In no instance shall a full-time employee exceed forty administrative hours or a part-time employee exceed thirty-two administrative hours in a contract year. Unused administrative hours for full and part-time employees cannot be carried forward to the next contract year

2. In the event of such full weather closings, all full-time employees scheduled to work that day shall receive administrative pay at their regular hourly wage rate equal to the number of hours he/she was scheduled to work, but not to exceed eight (8) hours per day.

All part-time employees scheduled to work that day shall receive administrative pay at their regular hourly wage rate equal to the number of hours he/she was scheduled to work, not to exceed eight (8) hours per day.

3. In the event a full-time or part-time employee is required to work on a day where inclement weather was severe enough to close the employees respective department (ie, drivers or vehicle maintenance), the employee will be paid double his/her regular hourly wage rate.

SECTION 3 WORK RULES

During the term of the Agreement, the Agency may establish and enforce work rules and regulations to the extent that such rules are not inconsistent with the terms and provisions of this Agreement. Whenever such new rules or regulations are to be adopted, they shall be posted in a conspicuous place by the Agency for five (5) working days before the rule is to become effective. Such new rules shall not be inconsistent with the terms and provisions of this Agreement. Prior to the posting of such new rules, a copy shall be forwarded to the Union at least three (3) working days prior to the posting. The Agency shall reserve the right to waive such notice of posting to the Union in matters of urgent safety concerns and other emergency situations.

SECTION 4 PROBATIONARY PERIOD

The first ninety (90) calendar days of employment for any employee covered by this Agreement shall be a probationary period. At any time during an employee's probationary period, the Agency may terminate the employee's employment for any reason not in violation of State or Federal law.

SECTION 5 SAFETY / TRAINING

- a. Safety of RTP's riders and all employees is a matter of extreme importance. No employee shall be required to take any undue risk in the performance of his/her duties. The failure of an employee to conform with good safety practices shall be grounds for discipline.
- b. With regard to drivers, each driver has the primary responsibility for the immediate safety needs of the riders, the general public, the vehicle and himself/herself. Within this context, drivers must also exercise good judgment in responding to immediate or urgent dispatch directives on safety issues.
- c. The Agency shall establish a Safety and Security Advisory Committee comprised of two union employees and two management employees. The committee shall advise the Agency's executive director on safety and security issues and meet no less than once per calendar quarter.

d. All RTP drivers and vehicle maintenance personnel are required to attend mandatory training upon hire and throughout their employment. The Agency agrees to pay for the employee's time while attending such trainings, and further agrees to pay for all training, training materials, fees and incidental expenses. Mandatory employee training will not be conducted on Sundays.

e. In the event of non-mandatory training, seniority shall be used in selecting the employee, provided the employee is qualified for such training. The Agency agrees to pay for the employee's time while attending such trainings, and further agrees to pay for all training, training materials, fees and incidental expenses.

SECTION 6 BULLETIN BOARD

The Agency will provide the Union with exclusive space on a bulletin board. The Union agrees that the bulletin board furnished shall be used only for proper Union business in the normal sense of the term.

SECTION 7 UNIFORMS and TOOL ALLOWANCE

After their probationary period, the agency will provide each new driver with an initial uniform allowance of **three hundred fifty dollars (\$350.00)** to be used solely for the purchase of agency approved uniforms. In addition to the initial uniform allowance received by new drivers, the Agency agrees to purchase one (1) winter jacket and one (1) spring/fall/raincoat combo jacket of the Agency's specifications for those newly hired drivers after meeting their probationary period.

Thereafter, beginning July 1 of each contract year, and continuing for the term of this agreement, each driver shall receive an annual uniform allowance of **three hundred fifty dollars (\$350.00)**. This uniform allowance shall be used during the month of July in the year in which it is issued. The uniform allowance shall be to purchase uniform items from the vendor designated and approved by the uniform committee and Executive Director. There shall be no buy back of any unused portion of the annual uniform allowance. Also, any unused portion of the allowance can not be carried forward to a subsequent contract year. Drivers may use up to \$50 per year from their uniform allowance towards the purchase of sunglasses.

Every driver must come to work each day in a clean and neat agency approved uniform.

Option: As an option, between May 1 and October 1, drivers may wear uniform shorts. Uniform shorts must be "Bermuda shorts" in length and must be of uniform pants color. Uniform shorts shall not be worn if a driver has an open sore or wound on his/her leg(s).

Shoes

1. Black or brown.
2. Sturdy enough to be considered of a work design, including leather sneakers.
3. No loafers, canvas sneakers, sandals, open toe shoes or high heels.

A uniform committee shall be formed consisting of two union employees (appointed by the union), and two management personnel (appointed by management), to design a uniform by July 1, 2016, subject to approval by the Executive Director.

The Agency shall pay for the rental and cleaning of the mechanics' uniforms. No additional compensation for uniforms shall be paid for the mechanics.

The Agency shall provide a tool allowance of **six hundred dollars (\$600.00)** per calendar year to the vehicle Technicians for the replacement or acquisition of their personal tools and footwear compliant with generally accepted safety standards. An allowance of **three hundred (\$300.00)** per calendar year shall be provided to the Vehicle Maintenance Helper for the same purpose.

SECTION 8 DISCIPLINE

1. Disciplinary action may include the following, depending on the circumstances: oral warning; written warning; suspension; discharge.
2. The Agency shall make reasonable efforts to avoid public warnings or reprimands.
3. All written warnings shall be provided to the employee with a copy to the Union.
4. Disciplinary action shall be subject to the regular grievance procedure. The employee and the Union shall be given the opportunity to respond in writing to any disciplinary action, and such response shall be placed in the employee's personnel file.
5. An employee's accrued seniority, measured from the date of hire, shall not be decreased or diminished on account of any suspension.
6. Each employee shall have the right to Union representation at any investigatory interview conducted by the Agency which reasonably might result in disciplinary action against the employee. An employee shall have the right to refuse to cooperate in any such investigatory interview without Union representation and may not be required to respond to any charge of misconduct without first being afforded the opportunity for Union representation.
7. All evidence of prior disciplinary action within an employee's file shall be disregarded for current disciplinary purposes if such evidence is aged by forty (40) months or more.

SECTION 9 PROMOTIONS / TRANSFERS

In the event of a promotion of an employee or employees within the bargaining unit, where skills, abilities and qualifications are equal, seniority shall be used as the determining factor in making the promotion. In the event of a training program, seniority shall be used in selecting the employee for the training program, provided the employee is qualified for such training. The agency agrees to pay for the employee's time while attending mandatory training, and further agrees to pay for all training ,training materials, fees and incidental expenses. Employee training will not be conducted on Sundays.

RTP agrees to pay for at least two (2) van drivers to obtain a **B or C-CDL (P)** licenses per contract year based on the availability of the van drivers who seek to obtain this license. During the month of May, the Agency will post

notice for drivers to express interest in obtaining their **B or C-CDL (P)** license. Should more than 2 drivers express interest, then seniority prevails.

Drivers who become a dispatcher will be placed on probation for the first 90 days. In the event that an operator does not qualify to keep the position during the first 90 days, the driver will be returned to their position as a driver with their seniority. The driver may also go back to their position as a driver with their seniority intact within the first 90 days as a dispatcher.

SECTION 10 GRIEVANCE PROCEDURE

All grievances of employees shall be subject to the grievance procedure as provided below. For purposes of this contract, a grievance means an unresolved complaint between an employee and/or the Union and the Agency with respect to the interpretation or application of this contract.

Step One

1. Within seven (7) working days after an employee or the Union becomes aware that the employee/Union has a grievance, the employee and/or the Union shall reduce the grievance to writing and present it to the Transportation Supervisor. The Transportation Supervisor shall hold a hearing on the matter within seven (7) working days of the presentation and respond in writing within seven (7) working days of the grievance hearing.

Step Two

2. If, after action by the Transportation Supervisor, the grievance is still unresolved, the employee and/or the Union, within seven (7) working days of receipt of the written response, shall present the unresolved grievance to the Executive Director. The written submission to the Executive Director shall specify the nature of the grievance. Within seven (7) working days thereafter the Executive Director or a representative of the Agency designated by the Executive Director shall meet with the employee and/or the Union to discuss the grievance in order to resolve the matter finally. Within ten (10) working days after the meeting with the employee and/or the Union, the Executive Director or designated representative shall render a decision in writing to the employee and the Union.

Arbitration

3. In the event that the grievance is not satisfactorily resolved at step two above, within thirty days of the written decision at step two, the Union or the Agency may demand arbitration through the American Arbitration Association (“AAA”) or the Federal Mediation and Conciliation Service (“FMCS”) and select from a list of five arbitrators, prepared by the AAA or the FMCS. Should the parties not agree to an arbitrator from the list, the parties will alternately strike from the list with the Union striking first for the first arbitration and the Agency striking first for the second arbitration.
 - B. The decision of the arbitrator on any issue submitted to him under this procedure and involving the meaning or application of the terms of this contract shall be final and binding.
 - C. The Agency shall have, if requested, at least thirty days from the date of the demand for arbitration to prepare its case.
 - D. The Union and Agency shall bear equally the cost and expense, including fees, of the arbitrator.

The Arbitrator is specifically prohibited from adding to, subtracting from, or modifying this Agreement in whole or in part, and the Arbitrator's decision shall be based only upon a clear interpretation and/or application of this Agreement

General Provisions

4. The Union shall have the exclusive right to represent employees in any grievance.
5. If an employee elects to present a grievance at steps one, two and three without representation, the Union shall have the right to be present at any grievance step meeting and shall receive copies of written determinations, if any, at all steps. No resolution of a grievance shall be inconsistent with the provision of this Agreement.
6. Any grievance involving two or more employees may be initiated and processed jointly.
7. The Agency representatives and the Union may mutually agree when circumstances warrant to bypass steps of the grievance procedure.
8. The Agency representatives and the Union may mutually agree to extend any of the time limits prescribed herein.
9. Should the employee or the Union fail to file a grievance within the time limits prescribed herein, or file a request for an extension, the grievance will be voided. Should the Agency not hold a hearing or answer the grievance within the time limits prescribed herein, or file a request for an extension, the grievance will be awarded.

SECTION 11 MANAGEMENT RIGHTS

RTP retains any and all rights and prerogatives of management it enjoyed prior to the execution of this contract except as specifically and expressly limited or modified by the provisions of this contract or as regulated by Federal or State law. The management of the business and the direction of the working force of RTP shall be within the sole control of RTP, including, but not limited to, the right to hire, promote, (subject to the Training/Promotion Section), transfer, and to discipline, suspend or discharge, and to lay off employees because of lack of work; and the right to deviate from past practice not expressly included in this Agreement; and the right to use new equipment and labor saving devices. RTP shall also determine the numbers and kinds of employees required at any particular time or place, the methods and equipment to be used, and the work assignments and tours of duty. Nothing in this Section is intended nor shall be construed as authorizing violation of this Agreement or of depriving the Union or any employee of any rights granted hereunder or determined by law.

SECTION 12 SENIORITY

1. Agency seniority shall mean the length of continuous service with the Agency from the employee's most recent date of hire.
2. Continuous service with the Agency shall be terminated when the employee:
 - A. terminates employment;

- B. is discharged, unless reinstated through grievance or arbitration procedures.
- C. absents himself or herself beyond a period for which he/she has been granted a leave of absence; or
- D. fails to return to work within ten (10) working days after being recalled from a layoff.

3. The Agency will prepare from its records a seniority list of all employees in the bargaining unit as of the date of the execution of this Agreement. This list shall be made available to the Union, and for a period of thirty (30) days after the execution of this Agreement, the Union may question the accuracy of the employee's position on the list. The accuracy of this list may not be thereafter questioned during the term of this Agreement. Any question regarding an employee's seniority raised during the thirty (30) day period will be negotiated; and if no agreement can be reached with respect to the issues raised, the matter shall be subject to the grievance procedure.

4. If an employee who is covered by the terms of this Collective Agreement on or after the effective date of this agreement, is promoted or transferred to a RTP job outside the bargaining unit, the employee shall retain his/her seniority in his/her former job classification for 90 days. The employer will not be bound to select such employee for transfer or promotion based on seniority. It is agreed that, in the instance of such a transfer or promotion, the employee will be treated as a non-union employee in all respects including, but not limited to, personnel, benefit, legal and financial matters. Accordingly, the employee will not pay dues, fines and assessments to the union unless he/she returns to his/her former union position within the 90-day probation period. In this event, the employee will retro-actively pay all accrued dues, fines and assessments due during his/her absence from the union. At any time during the 90-day period, the employer reserves the right to return the employee to his/her former position in the union based on performance criteria or agency needs. Likewise, the employee reserves the right to voluntarily return to his/her former position within the 90-day period based on individual preference. In any event, the employer shall retain the right to take disciplinary action including termination, or layoff of such employee, according to agency policy or need and in accordance with prevailing laws. This opportunity will not be given more than once to any employee.

SECTION 13 BIDDING

Work that begins and ends during an employee's non-scheduled work hours may be bid by the employee in accordance with the following procedure:

1. The Agency shall prepare a seniority-based list of those drivers qualified to operate each Agency vehicle subject to the upcoming work.
2. Work subject to bidding shall be posted conspicuously in the Agency facility. The posted work will be assigned to the qualified driver with the highest seniority who is available for the work and who signs up for the work.

If no driver bids for the posted work, the Agency, in its sole discretion, may assign the posted work to a qualified driver. Under such circumstances, any assignment to bargaining unit drivers shall be made on the basis of inverse seniority, on a rotating basis beginning with the least senior driver. A list will be kept of those drivers assigned to work on an inverse seniority basis and the date of the assignment.

Bidding shall be done on a rotation basis: once a driver has successfully bid on a assignment that driver and any driver with greater seniority who was available for the assignment but turned it down shall be moved to the bottom of the List.

3. It shall be the responsibility of a driver accepting the work to get to and from the assigned work; the driver will not be paid for commuting time to and from the assignments

SECTION 14 PHYSICAL EXAMINATION

Drivers must pass a biennial physical examination, or a physical examination when their current certification expires, by the physician selected by the Agency or by the physician of their choice.

Should the employee decide to choose their own physician, the employee shall be responsible for any expense associated with the examination. The physician must be qualified to complete a DOT physical and the physical exam must include all RTP standards in addition to any State and Federal required standards.

It is agreed that the Agency may require the driver to submit a physician's statement or certificate attesting to the driver's fitness and ability to perform his/her job duties. An employee may be discharged for refusing to undergo a biennial physical examination.

The costs for all exams performed by a physician selected by RTP shall be paid for by the company.

SECTION 15 LEAVE OF ABSENCE

Leaves of absence, without pay, may be granted by the Agency at the discretion of the Executive Director. A leave of absence without pay shall be granted only for a specified length of time. Leaves with pay are addressed elsewhere in this Agreement under vacations, sick leave, bereavement leave, and jury duty.

SECTION 16 SICK AND BEREAVEMENT LEAVE

1. Full-time Employee Sick Leave: Sick leave credit shall be earned and accumulated at the rate of eight (8) hours per calendar month of continuous employment for each full-time employee. Unused sick leave shall accumulate to a maximum of one hundred sixty (160) hours. Full-time employees shall be deemed to have earned eight (8) hours of sick leave per calendar month if a minimum of ten (10) work days shall have been actually worked in that month by the employee.

The Agency shall convert one (1) accrued sick day (8 hours) to one (1) personal day for full-time employees with an accrued sick leave balance of at least twenty-four (24) hours as of each May 1st of this contract period. The Agency shall convert two (2) accrued sick days (16 hours) to two (2) personal days for full-time employees with an accrued sick leave balance of at least ninety-six (96) hours as of each May 1st of this contract period. Employees must receive written approval from their supervisor before taking a personal day. Personal time may not be taken in time segments of less than one day (8 hours). Unused personal time cannot be rolled forward into the next contract year. Personal days may not be taken by employees during their ninety (90) day probation period. Employees who do not complete their probation period shall not be entitled to personal leave pay.

Part-time Employee Sick Leave: Sick leave credit shall be earned and accumulated at the rate of **four hours (4)** per calendar month of continuous employment for each part-time employee. Unused sick leave shall accumulate to a maximum of **sixty (60) hours**. Part-time employees shall be deemed to have earned **four (4)** hours of sick leave

per calendar month if a minimum of seven (7) work days shall have been actually worked in that month by the employee.

Sick leave shall be earned, but may not be taken, during an employee's probationary period.

An employee absent from work must report the fact by telephone, voice mail, or other agency approved means, to his/her immediate supervisor or other designated representative of the Agency if the supervisor is not available prior to the time the employee is due to report to work.

Sick leave may be used for illness or other physical disability of the employee. The use of sick leave for purposes other than what is provided herein is improper except for the employee's use of accrued sick time for the purposes defined in the "Act to Care for Families". The Act allows an employee to use accrued sick and/or vacation time for the care of an immediate family member who is ill as provided by the Act. An immediate family member means an employee's child, spouse, domestic partner or parent to the expressed exclusion of all others. The Agency shall limit the number of hours applied for such purpose to forty (40) hours per calendar year. Since the Agreement does not allow the use of accrued sick or vacation time during the probation period, then accrued sick or vacation hours cannot be applied, as provided under the Act, during an employee's probation period. An employee abusing sick leave may be subject to disciplinary action in accordance with this agreement.

2. Bereavement Leave: All full-time and part-time employees are eligible for bereavement leave. All employees will be paid for actual time lost from work to make arrangements for and to attend funeral services due to a death in the immediate family. Bereavement leave pay for all part-time employees shall be determined by the number of hours the employee was scheduled to work on the days designated as bereavement leave. Bereavement leave shall be limited to a maximum of eight (8) hours per day.

For the purpose of this section, an immediate family member includes: husband or wife, domestic partner or significant other, brothers and sisters, mother and father (natural, step or adopted), children (natural, step or adopted), mother-in-law, father-in-law, brother-in-law, sister-in-law, grandfather and grandmother, grandchild; to the expressed and intentional exclusion of all others. In the event that a paid holiday occurs during bereavement leave, the day shall be paid as a holiday and not as a bereavement day. In the event that bereavement leave is used during approved vacation leave, the employee shall be paid for bereavement leave, without loss of any vacation days up to a maximum of three vacation days.

There is no limit on the number of times bereavement leave may be taken in the course of a calendar year. Each bereavement leave taken, however, is limited to the following:

mother, father, spouse, significant other/domestic partner, child or grandchild – **five (5)** days maximum;

brother-in-law or sister-in-law – **three (3)** days maximum;

all others – **three (3)** days maximum.

If an employee covered by this Agreement does not have sufficient bereavement leave to make arrangements for and to attend funeral services due to a death in the immediate family, he or she may use up to three days of accrued sick leave in lieu of any exhausted bereavement leave. If an employee does not have any accrued sick leave, he or she may use up to three accrued vacation days in lieu of any exhausted bereavement leave. Finally, if an employee does not have any accrued sick or vacation leave, the Executive Director may grant up to three days of unpaid leave in lieu of any exhausted bereavement leave.

SECTION 17 HOLIDAYS

The schedule of paid holidays shall be: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Patriot's Day; Memorial Day; **Juneteenth Day**; Independence Day; Labor Day; **Indigenous Peoples Day**; Veteran's Day; Thanksgiving; and Christmas. In addition, if the State designates the day after Thanksgiving as a holiday and/or a day before/after Christmas as a holiday, those days will also be paid holidays.

To be eligible for holiday pay, an employee must be in payroll status on the date of the holiday. A part-time employee shall not be entitled to holiday pay during his or her probationary period.

Regular part-time employees shall be entitled to holiday pay for which they shall receive eight (8) hours pay for any paid holiday which falls on the part-time employee's regularly scheduled work day.

Time worked on a holiday will be paid at 8 hours holiday pay plus actual time worked for that holiday at the normal hourly rate.

SECTION 18 JURY DUTY

Leave is authorized with pay to perform required jury duty. An employee called to jury duty during a scheduled work week or work day shall report his or her jury earnings to the Agency and his or her RTP wages shall be reduced by the amount of his or her jury earnings.

SECTION 19 VACATIONS

- A. Full-time paid vacation leave shall be earned at the rate of eight (8) hours per calendar month of employment for full-time employees with less than three (3) years of service; ten (10) hours per calendar month for such employees with three (3) years or more of continuous employment service, but less than (10) ten years; thirteen (13) hours per calendar month for such employees with ten (10) years or more of continuous employment service, but less than (15) fifteen years, and sixteen (16) hours per calendar month for such employees with fifteen or more years of continuous service. Paid vacation leave credit may not be accrued beyond what an employee earns in a year.
- B. Part-time employees shall be entitled up to 56 hours of paid vacation time after each year of continuous employment. Such employee's pay for this vacation shall be calculated on an eight (8) hour day. Vacation leave for the prior year shall be calculated for each part-time employee on payroll status on the anniversary of his or her employment as a part-timer, or for any part-time employee not on payroll status on the anniversary of his or her employment as a part-timer, upon his or her return to regular work.
- C. Time during which an employee is on leave without pay or is otherwise excused from work shall not be considered as time worked for the purpose of computing vacation leave credits. For the purposes of this section, an employee shall not earn any vacation leave for any month in which the employee does not earn at least **twelve (12) days** of pay made up of actual work; and/or paid days of leave for sick leave, vacation leave, jury duty leave, or holidays as defined under those respective sections of the Agreement. For the purpose of this paragraph of this section, at least eight hours of pay, made up of wages or leave as noted above, earned by a full-time employee in any one regular work day shall constitute a day for vacation leave calculation.

Part time employees will earn vacation time on their anniversary date based on the number of hours worked in the preceding 12 months. The amount earned will be calculated as follows: Part time employees who were paid between 900 - 1,099 hours in the preceding 12 months will earn forty (40) hours of vacation time on their anniversary date. Part time employees who were paid between 1,100 and 1,299 hours in the preceding 12 months will receive forty-eight (48) hours of vacation time on their anniversary date. Part time employees who were paid 1,300 hours or more in the preceding 12 months will receive the maximum fifty-six (56) hours on their anniversary date. For those part time employees who were paid for less than 900 hours in the preceding twelve (12) months, the amount of vacation time will be prorated accordingly.

Employees on approved unpaid leave for the purpose of contract negotiations shall be allowed to apply each day of negotiations, not to exceed eight (8) days per employee per contract negotiating year, as time credited to satisfy the fifteen-day minimum requirement to earn a vacation accrual for the month.

For the purpose of calculating vacation accruals, part-time employees who are promoted to full-time status are entitled to include their prior time worked as a part-time employee. For example, a part-time employee who has worked three years prior to their promotion to full time would be entitled to accrue 10 hours per calendar month.

- D. In the event that an employee is granted a leave of absence for the purpose of serving in a full-time capacity as a Union official, vacation leave credits shall continue to be accrued for the first six months of such leave.
- E. Vacation leave may be taken at such time or times as mutually agreed to by the employee and the Agency. Requests for vacation time must be submitted to the HR Manager and such requests shall not be unreasonably denied. Employees shall have the right to exercise seniority for bidding vacations. Vacation bidding shall be semi-annual and vacation bids shall be accepted during the second week of January and July until 5:00pm, Friday of the bid week. Bids for vacation time may be made in person, in writing or by telephone. The bid time and vacation period are as follows:

<u>Bid Time</u>	<u>Vacation Period</u>
January(second week)	July - December
July (second week)	January - June

- F. Full-time drivers must bid vacation leave in blocks of at least five (5) days. No more than two (2) full-time drivers shall be allowed to bid the same block of days. Part-time drivers shall be allowed to bid vacation leave in blocks of at least five (5) days during the weeks that include the following holidays: Fourth of July, Thanksgiving and Christmas. At no time shall the Agency permit more than two full-time drivers to take vacation leave on any one day; and at no time, shall the Agency permit more than one part-time driver to take vacation leave on any on day during the weeks including the Fourth of July, Thanksgiving and Christmas.
- G. Earned vacation time at the time of the bid in excess of five (5) day blocks shall be bid according to seniority and in accordance with management's decision to grant such vacation , at such time as the employee chooses to use such vacation time, or may be accumulated until the next bid in January or July. Accumulated vacation time shall not exceed the limits set in Section Nineteen (19), paragraph one (1).
- H. All bid vacation time shall be publically posted in a conspicuous place.

- I. At the expense of the union, a union representative may attend all bidding approval sessions.
- J. All "floating" vacation days shall be approved at the sole descretion of the HR Manager in conjunction with the Transportation Supervisor.

A probationary employee shall accrue vacation leave credit, but shall not be entitled to take paid vacation during the probationary period.

SECTION 20 MILITARY LEAVE

Employees who are members of the National Guard or Military reserves and are required to perform up to two weeks of annual Active Duty for Training shall be granted a Military Leave for such purpose. The Agency shall pay the balance between service pay and allowances and the employee's regular pay during the approved leave. To be eligible for payment, the employee must furnish the Agency's business office with an official statement by military authorities stating pay and allowances received during the leave period.

In addition to the above provisions, the Agency shall grant any employee required to serve in any branch of the Armed Forces of the United States a military leave of absence to the extent required by the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and any applicable State laws.

SECTION 21 TAX DEFERRED ANNUITY PLAN

The "Plan" shall refer to the Regional Transportation Program, Inc Tax Sheltered Annuity Plan, as amended and restated effective January 1, 2009. All employees who are regularly scheduled to work (20) twenty hours or more per week are eligible to participate from the beginning of their employment in RTP's TSA plan by making a weekly payroll deferral to the Plan's investment fund. In addition, employees with at least one year of employment with the Agency are eligible for an employer matching contribution as follows:

- A. Employees who defer at least 1% of their total wages and are paid between 1,000 to 1,499 hours per year will receive an employer match of 1%.
- B. Employees who defer at least 2.5% of their total wages and are paid between 1,500 and 1,874 hours per year will receive and employer match of 2.5%.
- C. Employees who defer at least 5% of their total wages and are paid 1,875 or more hours per year will receive an employer match of 5%.

Both the Agency and the employees are subject to the specific terms and provisions of the "Plan". No change in the present tax deferred annuity plan will be made without the consent of the Union if the effect of any such change will be to reduce employee rights or benefits under the plan. In order to protect the Agency against unforeseen conditions, however, the right to change the plan (including the right to change the insurance company or to continue the plan with a trustee) is necessarily reserved by the Agency.

SECTION 22 INSURANCE

The Agency will pay one hundred percent (100%) of the monthly premiums for each full-time employee's individual life & disability and dental insurance coverages purchased under the Agency's group insurance plans.

The Agency will pay for the monthly premium for each full-time employee's individual health insurance coverage purchased under the Agency's group insurance less the following employee weekly contributions: Employees will pay \$15.00 per week towards the individual employee health premium costs.

In each plan year, if the employee's individual health co-insurance costs exceed \$1,000, then the Agency will agree to pay up to a maximum of \$500 for the amount of co-insurance over \$1,000. It is the employee's responsibility to show proof of the co-insurance costs. The Agency will make co-insurance payments on behalf of the employee directly to the medical provider. The Agency will not pay co-insurance costs that are paid by Medicare, MaineCare or another insurance company. The Agency will not pay for co-pays, prescriptions or deductibles.

In addition, the Agency will pay 100% of the monthly premiums for a \$10,000 life insurance policy for regular part-time employees who have successfully completed their 90-day probationary period. Life insurance for the regular part-time employees will cover only the individual employee and will be purchased under the Agency's group insurance plan. The policy is subject to the terms as set forth by the life insurance company.

The Agency may initiate another dental and/or disability insurance plan, if in the Agency's judgement, the benefit levels are comparable. Before any changes to the Health insurance plan/carrier, a committee will be formed comprised of the Union President, one member from each contract and Agency's management personnel to discuss proposed changes to the plan/carrier with the understanding that the Agency reserves the right to make the final decision.

All insurance premiums paid by the employee are paid in advance through weekly payroll deductions. Premiums paid by the employee through weekly payroll deductions are paid on a pre-tax basis through RTP's section 125 plan.

Fitness Facility Memberships

Effective January 1, 2022 any active employee shall be entitled up to **two hundred (\$200)** in reimbursement for fitness facilities membership each January of the contract when the employee has been a member of a fitness facility for at least 3 (three) months during the previous calendar year; and the employee can provide proof of that membership; and the employee provides proof of at least **\$200** payment for the membership for the previous calendar year. The employee must submit their request for reimbursement with the required proof during the month of January (for the previous calendar year).

Example: In January 2022, an employee could submit for reimbursement for a fitness facility membership in calendar year 2021 as long as they can show proof of at least a 3 month membership during 2021 and proof that they paid at least \$200 for that membership to the fitness facility. Acceptable proof would be a receipt from the facility showing the membership length and amount paid for calendar year 2021 or copies of the employee's bank statement showing where money was directly withdrawn by the fitness facility.

SECTION 23 PAYROLL

The Agency shall process payroll on a weekly basis.

SECTION 24 WAGES

Pay rate wage chart below. Annual raises will occur February 1, 2022; February 1, 2023; & February 1, 2024.

B/C-CDL (P) (Full-Time & Part-Time)		Probation	Step 1	Step 2	Step 3	Increase
Current	PT B-CDL 01/31/22	17.8478	18.2812	18.7254	19.1807	
Year 1	02/01/22 - 01/31/23	20.2500	20.7563	21.2752	21.8070	Adjusted
Year 2	02/01/23 - 01/31/24	20.9588	21.4827	22.0198	22.5703	3.50%
Year 3	02/01/24 - 01/31/25	21.6923	22.2346	22.7905	23.3602	3.50%
Van Driver (Full-Time & Part-Time)		Probation	Step 1	Step 2	Step 3	Increase
Current	PT Van 01/31/22	15.4840	15.8582	16.2419	16.6350	
Year 1	02/01/22 - 01/31/23	18.7500	19.2188	19.6992	20.1917	Adjusted
Year 2	02/01/23 - 01/31/24	19.4063	19.8914	20.3887	20.8984	3.50%
Year 3	02/01/24 - 01/31/25	20.0855	20.5876	21.1023	21.6299	3.50%
FT Lead Technician		Probation	Step 1	Step 2	Step 3	Increase
Current	01/31/22	25.9045	26.1456	26.4556	26.6738	
Year 1	02/01/22 - 01/31/23	27.4588	27.7143	28.0429	28.2742	6.00%
Year 2	02/01/23 - 01/31/24	28.4198	28.6843	29.0244	29.2638	3.50%
Year 3	02/01/24 - 01/31/25	29.4145	29.6883	30.0403	30.2881	3.50%
FT Technician 1		Probation	Step 1	Step 2	Step 3	Increase
Current	01/31/22	23.4188	23.6541	23.9565	24.2853	
Year 1	02/01/22 - 01/31/23	24.8239	25.0733	25.3939	25.7424	6.00%
Year 2	02/01/23 - 01/31/24	25.6928	25.9509	26.2827	26.6434	3.50%
Year 3	02/01/24 - 01/31/25	26.5920	26.8592	27.2026	27.5759	3.50%
PT Vehicle Maint Helper		Probation	Step 1	Step 2	Step 3	Increase
Current	01/31/22	14.9247	15.2978	15.6803	16.0723	
Year 1	02/01/22 - 01/31/23	17.5000	17.9375	18.3860	18.8456	Adjusted
Year 2	02/01/23 - 01/31/24	18.1125	18.5653	19.0295	19.5052	3.50%
Year 3	02/01/24 - 01/31/25	18.7464	19.2151	19.6955	20.1879	3.50%

Hourly rates will be calculated out 4 places to the right of the decimal point. (Example \$15.3457)

For the life of this agreement, the above wage schedules will be used to determine drivers' wages as follows:

1. The step position for drivers employed at the commencement of this agreement is determined by finding the driver's 01/31/22 wage on the schedule and then going down to the step rating just below it. For example; a full-time **B/C-CDL (P)** driver making \$19.1807 per hour on 01/31/22 is at, and will remain, at step three for the life of the contract.
2. Raises then would have two components, longevity steps and calendar based contractual increases.

Longevity: A driver would, for the first ninety (90) days in such a position, be paid an hourly wage based on the Probationary Step of the above schedule and an hourly wage based on Step 1 of said schedule for the remainder of his or her first year of employment in such a position; an hourly wage based on Step 2 of said schedule for the second year of such employment; and an hourly wage based on Step 3 of said schedule for the third year of such employment. These shifts, except from the Probation to Step 1, occur on the anniversary of the employee's date of employment; shifting the employee's wage one step to the right on the wage scale for his or her driver class each year. This annual wage step shift to the right on the anniversary of the employee's date of employment will also effect all drivers who are at Step 1 or Step 2 at the time this contract is adopted. There are no further step adjustments once an employee has reached Step 3. Longer term employees will begin and remain at Step 3 for the life of this contract.

Contractual increases: On **02/01/22, 02/01/23 and 02/01/24** all drivers and technicians will receive an hourly wage increase which, in effect, results in a single vertical shift down on the scale on the stated date for all drivers and technicians

3. Drivers promoted after the commencement of this agreement will be treated the same for wage purposes as a newly hired driver for the position to which he or she is promoted, except that, such promotion shall not cause the driver to receive a lower hourly pay rate.
4. Driver's chosen by the Agency to provide initial on-the-road orientation for newly hired drivers shall receive an additional **one dollar (\$1.00)** per hour during such Agency approved orientation assignments
5. Examples of how the wage schedules will work:

- a. Driver employed at the commencement of this agreement as a full-time B/C-CDL(P) making \$19.1807 on 01/31/22 will be paid under Step 3 as follows:

02/01/2022	\$21.8070
02/01/2023	\$22.5703
02/01/2024	\$23.3602*

- b. Driver newly employed as, Van driver as of February 1, 2022 will be paid as follows:

02/01/2022	\$18.7500 (Probation)
05/01/2022	\$19.2188 (To Step 1)
02/01/2023	\$20.3887 (To Step 2)
02/01/2024	\$21.6299 (To Step 3)*

*The driver will remain at this rate until the next contract is negotiated.

If a driver holds a B/C-CDL (P) license, they will be paid at the CDL rate of pay no matter what vehicle or assignment they are given.

The Agency will maintain a minimum of 5 full-time driving positions, 1 full-time lead technician position and 1 full-time technician position during the term of this agreement.

SECTION 25
UNION SECURITY - AGENCY SHOP

All employees covered by this Agreement may become and remain members of the Union at any time following the beginning of their employment with the Agency. Bargaining unit employees covered by this Agreement who elect not to become, or remain, members of the Union after the probationary period and for as long as they remain non-members of the Union shall pay to the Union as a condition of employment a fee each month which shall be equal to the amount of the dues uniformly required of members, including assessments, and including any increases of dues adopted by the Union during the term of this Agreement.

Upon written authorization from the employee, RTP agrees to deduct or check-off the amount specified as Union dues or agency fees by the employee from the employee's pay and to remit the total amounts deducted to the Union on a weekly basis unless an employee revokes, in writing, the authorization. RTP is not required to deduct in a subsequent pay period any dues which were not deducted from an employee's earlier pay due to insufficient pay or lack of authorization.

In deducting dues, the Agency's sole obligation shall be to comply with the written authorization, and the Union shall indemnify and hold the Agency harmless against all claims and suits which may arise by reason of making deductions of said dues and fees, and remitting the same to the Union.

The Agency shall provide the union with a computer listing, a personal computer floppy or CD diskette for each employee covered by this agreement unless otherwise prohibited by law. The listing shall contain, to the extent practicable, the name, address, telephone number(s), pay step, initial date of hire and seniority date for each employee covered by this agreement. The Agency shall provide the list of information upon request from a representative of the Union no more than once per month. It is understood that the Agency is providing this information as a courtesy to the Union and, accordingly, the Agency shall not assume any financial or legal liability due to errors or omissions in the data submitted to the Union.

The Union will reimburse the Agency an amount of \$0.10 per page for copies made or requested by the Union.

SECTION 26
STRIKES AND SLOWDOWNS PROHIBITED

During the term of this contract, it is agreed that no employee covered by this Agreement shall engage in, encourage, sanction, support or suggest any strike, work stoppage, slowdown or other similar action which would involve any suspension or interference with the normal work of the Agency.

In addition, it is agreed that during work time no employee covered by this Agreement will engage in, encourage, sanction or support any strike, work stoppage or slowdown in sympathy for any strike, slowdown or work stoppage at any other employer's place of business. Employees covered by this Agreement expressly agree during working time (i) not to engage in or support any sympathy strike or sympathy work stoppage and (ii) not to refuse to cross any picket line established as a result of any labor dispute.

It is further agreed that no member or officer of the Union employed by the Agency will perform any of the foregoing acts and that performance of any such act during the term of this Agreement will constitute a violation of the terms and provisions of this Agreement and will constitute grounds for immediate disciplinary action which may include discharge.

SECTION 27 LAYOFFS

In the event of a reduction in the size of the work force covered by this Agreement, employees shall be laid off in order of inverse seniority. The Agency shall maintain a layoff call back list for a period of two years and provide the Union with a layoff list including employee's last known address. Laid off employees will be offered re-employment based on seniority. It is the responsibility of each laid off employee to keep the Agency informed as to any changes in his or her name, address, and phone number.

Any employee bumping another employee with less seniority must be otherwise occupationally qualified and able to perform the duties of, and meet the responsibilities of, the position which he or she claims by such bumping.

SECTION 28 ASSIGNMENT OF DRIVING WORK

The Agency will make a good faith effort to see that there is a sufficient number of drivers employed by the Agency to meet the Agency's need for drivers. If there is unscheduled overtime driving work to be done, the Agency will make a good faith effort to see that such work is assigned on the basis of rotating seniority to an employee who is classified as a driver if there is an employee classified as a driver available, ready, willing, able and qualified to do that work, except in the case of emergencies.

Drivers who operate evenings and weekends for the ADAPT program, and those drivers who operate beyond the metropolitan area, shall be provided cellular telephones by the Agency.

SECTION 29 SCOPE OF THE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, RTP and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The parties acknowledge that this Agreement, and any supplement thereto, embodies the complete and final understanding reached by the parties as to the wages, hours and all other terms and conditions of employment of employees covered by this Agreement.

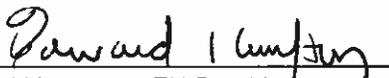
**SECTION 30
TERM OF THE AGREEMENT**

This Agreement shall become effective at 12:01 a.m. on **February 1, 2022**; and remain in full force and effect until midnight **January 31, 2025**, at which time it shall expire and terminate.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED ON 1-19-2022 AT PORTLAND, MAINE.
(Date)

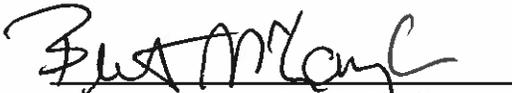
Amalgamated Transit Union, Local 714

Regional Transportation Program, Inc


Ed Knutson, ATU President


Jack DeBeradinis, Executive Director


Andrew Clement, ATU Senior Shop Steward


Brent McLaughlin, B.O.D. President



BIDDEFORD SACO OLD ORCHARD BEACH TRANSIT DBE PROGRAM **POLICY STATEMENT**

Section 26.1, 26.23 Objectives/Policy Statement

Biddeford Saco Old Orchard Beach Transit (BSOOB Transit) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. BSOOB Transit has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, BSOOB Transit has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of BSOOB Transit to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Craig A. Pendleton, Director of External Affairs has been delegated as the DBE Liaison Officer. In that capacity, Craig A. Pendleton is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by BSOOB Transit in its financial assistance agreements with the Department of Transportation.

BSOOB Transit has disseminated this policy statement to the BSOOB Transit Committee and all of the components of our organization. We have made this statement available to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by posting it on our organization's website (www.BSOOBTransit.org) and having printed copies available upon request. BSOOB Transit will include this statement in all its RFB and RFP bid packages.

Chad Heid, Executive Director

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1, 26.23 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

BSOOB Transit is the recipient of federal-aid highway funds authorized under the Fixing America's Surface Transportation Act, (FAST) or Titles I, III, and V of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, 112 Stat. 107.

BSOOB Transit is the recipient of federal transit funds authorized by the Fixing America's Surface Transportation Act, (FAST), or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

Section 26.5 Definitions

BSOOB Transit will adopt the definitions contained in Section 26.5 of Part 26 for this program.

Affiliation has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

- (1) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:
 - (i) One concern controls or has the power to control the other; or
 - (ii) A third party or parties controls or has the power to control both; or
 - (iii) An identity of interest between or among parties exists such that affiliation may be found.
- (2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlaktla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.).

Compliance means that a recipient has correctly implemented the requirements of 49 CFR Part 26.

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

Contractor means one who participates, through a contract or subcontract (at any tier), in a DOT assisted highway, transit, or airport program. 3 Department or DOT means the U.S. Department of Transportation, including the Office of the

Department or DOT means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantaged business enterprise or DBE means a for-profit small business concern—

- (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

DOT/SBA Memorandum of Understanding or MOU, refers to the agreement signed on November 23, 1999, between the Department of Transportation (DOT) and the Small Business Administration (SBA) streamlining certification procedures for participation in SBA's 8(a) Business Development (8(a) BD) and Small Disadvantaged Business (SDB) programs, and DOT's Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses.

Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Home state means the state in which a DBE firm or applicant for DBE certification maintains its principal place of business.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law.

Indian tribe means any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of "tribally-owned concern" in this section.

Joint venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Native Hawaiian means any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

Native Hawaiian Organization means any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit

such Native Hawaiians.

Noncompliance means that a recipient has not correctly implemented the requirements of this part.

Operating Administration or OA means any of the following parts of DOT: The Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The “Administrator” of an operating administration includes his or her designees.

Personal net worth means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: The individual's ownership interest in an applicant or participating DBE firm; or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

Primary industry classification means the North American Industrial Classification System (NAICS) designation which best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, 1997 which is available from the National Technical Information Service, 5285 Port Royal Road, Springfield, VA, 22161; by calling 1 (800) 553-6847; or via the Internet at: <http://www.ntis.gov/product/naics.htm>.

Primary recipient means a recipient which receives DOT financial assistance and passes some or all of it on to another recipient.

Principal place of business means the business location where the individuals who manage the firm's day-to-day operations spend most working hours and where top management's business records are kept. If the offices from which management is directed and where business records are kept are in different locations, the recipient will determine the principal place of business for DBE program purposes.

Program means any undertaking on a recipient's part to use DOT financial assistance, authorized by the laws to which this part applies.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

Recipient is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

Secretary means the Secretary of Transportation or his/her designee.

Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Administration or SBA means the United States Small Business Administration.

SBA certified firm refers to firms that have a current, valid certification from or recognized by the SBA under the 8(a) BD or SDB programs.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT assisted contracts, a small business concern as defined pursuant to section 3 of the Small

Business 5 Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in § 26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

(1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are refutably presumed to be socially and economically disadvantaged:

- (i) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
- (ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- (iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) Women;
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., ‘You must do XYZ’ means that recipients must do XYZ).

Section 26.7 Non-discrimination Requirements

BSOOB Transit will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, BSOOB Transit will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Uniform Report of DBE Awards or Commitments and Payments: 26.11(a)

BSOOB Transit will report DBE participation semi-annually to the relevant operating administrations, in our case FTA and Maine DOT using the Uniform Report of DBE Awards or Commitments and Payments, (Form 4630) found in Appendix B to the DBE regulation. Dates of submission are June

1 and December 1 of each calendar year. The BSOOB Transit Finance Manager is responsible for completing and the Executive Director is responsible for approving these semi-annual submissions.

Bidders List: 26.11(c)

BSOOB Transit will utilize Maine DOT's DBE list when it solicits bids on DOT assisted contracts or we will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidder list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

We will collect this information in the following ways:

(1) a contract clause requiring prime bidders to report the names/addresses, and possibly other information, of all firms who quote to them on subcontracts;

(2) a notice in all solicitations, and otherwise widely disseminated, request to firms quoting on subcontracts to report information directly to the recipient.

Section 26.13 Assurances

BSOOB Transit has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Federal Financial Assistance Agreement Assurance: 26.13(a)

BSOOB Transit shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the [Recipient] of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13b

BSOOB Transit will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the 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 the recipient deems appropriate.

SUBPART B – ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since BSOOB Transit has received a grant of \$250,000 or more in FTA planning capital, and or operating assistance in a federal fiscal year, we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Craig A. Pendleton, 138 Main Street Saco, Maine 04072 207-282-5408
cpendleton@BSOOBTransit.org

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that BSOOB Transit complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to Chad Heid, Executive Director concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 1 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of one to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with the Finance Director to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes BSOOB Transit's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Executive Director and BSOOB Transit Committee on DBE matters and achievement.
9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
10. Plans and participates in DBE training seminars.
11. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of BSOOB Transit to investigate the full extent of services offered by financial services owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT – assisted contracts to make use of these institutions. We have made the following efforts to identify and use such institutions: BSOOB Transit will work directly with Maine DOT through their directory to ensure we are using good faith efforts to identify eligible DBE designated financial institutions.

To date we have identified the following such institutions: None identified. This will be reviewed every three years for changes in the state directory.

Information on the availability of such institutions can be obtained from the DBE Liaison Officer or through the Maine DOT website.

Section 26.29 Prompt Payment Mechanisms

Prompt Payment: 26.29(a)

BSOOB Transit will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contract receives from BSOOB Transit. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of BSOOB Transit. This clause applies to both DBE and non-DBE subcontracts.

Retainage: 26.29(b)

The prime contractor agrees to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of BSOOB Transit. This clause applies to both DBE and non-DBE subcontracts.

Monitoring and Enforcement: 26.29(d)

BSOOB Transit has established within its contractual agreement, that we will routinely check in with any contractor and ask for proof of payment to monitor and enforce that prompt payment and return of retainage is in fact occurring. We will also be in direct contact with Maine DOT to seek their aid as needed.

Section 26.31 Directory

BSOOB Transit maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. We revise the Directory annually. We make the Directory available as follows: Request a copy at BSOOB Transit 138 Main Street Saco, ME 04072 and Maine Department of Transportation's website: (<https://www.maine.gov/mdot/civilrights/docs/dbe/WeeklyDBEVendorList.pdf>). The Directory [or a link to the directory] may be found in Attachment 2 to this program document.

Section 26.33 Overconcentration

BSOOB Transit has not identified that overconcentration exists in the types of work that DBEs perform

Section 26.37 Monitoring and Enforcement Mechanisms

BSOOB Transit will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. BSOOB Transit will use all State and Federal legal remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.

3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by BSOOB Transit will include in all contractual agreements that we will use good faith efforts to monitor and review DBE usage and/or reasoning why DBE's were not used by individuals contracting with us.
4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Section 26.39 Fostering Small Business Participation

BSOOB Transit is committed to encouraging small business participation in bidding contracts for transportation work. Our program structures contracting requirements in a way that facilitates competition by small business concerns. We seek to take all reasonable steps to eliminate obstacles and to encourage small business participation, be they DBE's or small business firms. We make every attempt to ensure that no unnecessary and unjustified bundling of contracts will occur that may preclude small businesses from serving as prime contractors or subcontractors on BSOOB Transit projects.

Activities BSOOB Transit currently enacts:

- Posting DBE program document on organization website.
- Hosting/Setting up public outreach sessions seeking businesses that BSOOB Transit can partner with.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

BSOOB Transit does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

In accordance with Section 26.45, BSOOB Transit will submit its triennial overall DBE goal to the relevant Maine DOT operating administration and/or FTA on August 1 of the year specified by FTA.

BSOOB Transit will also request use of project-specific DBE goals as appropriate, and/or will establish project-specific DBE goals as directed by FTA.

The process generally used by BSOOB Transit to establish overall DBE goals is as follows: See Attachment 4.

Before establishing the overall goal each year, BSOOB Transit will consult with the Maine DOT and their previously established connections to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and BSOOB Transit efforts to establish a level playing field for the participation of DBEs.

Our data sources to complete this process are the following MaineDOT website of Maine DBE vendors and the NAICS business list count for the state of Maine.

<https://www.maine.gov/mdot/civilrights/docs/dbe/WeeklyDBEVendorList.pdf>

<https://www.naics.com/business-lists/counts-by-state/>

We then identify those businesses with a Maine address and further determine if they are useful DBEs for our business need and their proximity to our location, if applicable to the service in question.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public

that the proposed goal and its rationale are available for inspection during normal business hours at our principal office for 30 days following the date of the notice, and informing the public that BSOOB Transit and Maine DOT will accept comments on the goals for 45 days from the date of the notice. Examples of local media include Biddeford Saco Old Orchard Beach Courier, Portland Press Herald and BSOOB Transit website. Normally, we will issue this notice by June 1 of each year. The notice must include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

Our overall goal submission to Maine DOT and the FTA will include: the goal (including the breakout of estimated race-neutral and race-conscious participation, as appropriate); a copy of the methodology, worksheets, etc., used to develop the goal; a summary of information and comments received during this public participation process and our responses; and proof of publication of the goal in media outlets listed above.

We will begin using our overall goal on August 1 of the specified three years, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project. Our goal will remain effective for the duration of the three-year period established and approved by FTA.

Our goal of 2.06% will end up amounting to +/- \$6500 of service investment. Potential procurements will be surrounding the few opportunities BSOOB Transit does have in Maine with certified DBEs that provide services pertinent to our industry including:

- Dean & Allyn Inc. – Fire Protection Contractor
- Quality Glass Inc.

Section 26.49 Transit Vehicle Manufacturers Goals

BSOOB Transit will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, BSOOB Transit may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

Section 26.51 Meeting Overall Goals/Contract Goals Section 26-51(a-c)

BSOOB Transit will meet the maximum feasible portion of its overall goal using race-neutral means of facilitating DBE participation. In order to do so, BSOOB Transit will:

- Publicize information regarding BSOOB Transit's contracting opportunities online and in print newspapers, trade journals, and other publications to increase awareness of opportunities for small businesses to participate on BSOOB Transit's contracts.
- Enforces prompt payment laws and requirements applicable to prime contractors and subcontractors, including small businesses.
- Collaborates with construction and professional services industry organizations to increase small business participation in BSOOB Transit's contracts.
- Provides easily accessible contracting information on BSOOB Transit's public website.
- Explores opportunities to break larger contracts into smaller contracts.
- Spreads project advertising and bid openings throughout the year to prevent overloading prime contractors and subcontractors, including small businesses.

BSOOB Transit will use contract goals to meet any portion of the overall goal BSOOB Transit does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means. We will establish contract goals only on those Maine DOT-assisted contracts that have subcontracting

possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of the Federal share of a Maine DOT assisted contract.

Section 26.53 Good Faith Efforts Procedures

Award of Contracts with a DBE Contract Goal: 26.53(a)

In the instances where a contract-specific DBE goal is included in a procurement/solicitation, B S O O B T r a n s i t will not award the contract to a bidder who does not either: (1) meet the contract goal with verified, countable DBE participation; or (2) documents it has made adequate good faith efforts to meet the DBE contract goal, even though it was unable to do so. It is the obligation of the bidder to demonstrate it has made sufficient good faith efforts prior to submission of its bid.

Evaluation of Good Faith Efforts: 26.53(a) & (c)

The following personnel are responsible for determining whether a bidder who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive

- 1) Craig A. Pendleton
- 2) H. Rod Carpenter
- 3) Chad Heid

We will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder.

Information to be Submitted: 26.53(b)

BSOOB Transit treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment and
6. If the contract goal is not met, evidence of good faith efforts

Administrative Reconsideration: 26.53(d)

Within 15 days of being informed by BSOOB Transit that it is not responsive because it has not documented sufficient good faith efforts, a bidder may request administrative reconsideration. Bidders should make this request in writing to the following reconsideration official: Craig A. Pendleton, 138 Main St. Saco, ME 04072 207-282-5408 cpendleton@BSOOBTransit.org The reconsideration

official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is Terminated/Replaced on a Contract with Contract Goals: 26.53(f)

BSOOB Transit requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without BSOOB Transit's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to BSOOB Transit its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to BSOOB Transit prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise BSOOB Transit of why it objects to the proposed termination. [*Note: the five-day period may be reduced if the matter is one of public necessity e.g., safety.*]

In those instances, where "good cause" exists to terminate a DBE's contract, BSOOB Transit will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The State of Maine is designated as "Race Neutral" therefore we are not required to meet single contact goals. We will use good faith efforts to meet our annual goal.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of BSOOB Transit to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of 2.06% percent has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it

is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

- 1) The BSOOB Transit shortfall analysis procedure:
 - a. Finance Director runs a report from MUNIS showing dollars spent by vendor.
 - b. DBE vendors are identified from the list generated.
 - c. Total DBE vendor dollars spent are divided by total dollars spent.
 - d. A percentage is generated from this calculation toward DBE annual goals.
- 2) Every six months (May & October each calendar year), BSOOB Transit completes DBE goal reporting per FTA requirements.
- 3) The BSOOB Transit Finance Director executes this semi-annual reporting
- 4) The BSOOB Transit Executive Director approves this semi-annual reporting
- 5) The BSOOB Transit Finance Director submits this semi-annual reporting to TrAMS within 90 days of the close of our fiscal year (June 30 end, September 30 shortfall analysis submission).

SUBPARTS D & E- CERTIFICATION

Section 26.61 – 26.73 Certification Process

BSOOB Transit will work directly with the ME DOT to determine qualified businesses that have been certified. ME DOT is the only certification entity within the State of Maine.

For information about the certification process or to apply for certification, firms should contact:

Lori Brann, Maine Department of Transportation
24 Child St.
Augusta, ME 04330
207-624-3000
Lori.Brann@maine.gov

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

We will safeguard from disclose to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. BSOOB Transit relies on Maine DOT for information, confidentiality, and cooperation. Maine DOT's DBE program states that Maine DOT will safeguard from disclosure to third parties information that may be reasonably be regarded as confidential business information, consistent with Federal law and the Maine Freedom of Information Act, 5M.R.S 791.

Records and correspondence utilized by state agencies in the certification of minority business enterprises and disadvantaged business enterprises, women's business enterprises and disadvantaged business enterprises which pertain to the applicant's financial or tax status, to private contracts made by the applicant, to the applicant's trade secrets or to any other matter customarily regarded as confidential business information shall be confidential and shall not be open for public inspection. Nothing in this

section prevents the disclosure of any records, correspondence or other materials to authorized officers and employees of the State Government and Federal Government.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of BSOOB Transit or Maine DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

SUBPART G – Shortfall Analysis Policy and Corrective Action Plan

The purpose of this policy is to present the information in the above subparts in an effective way defining BSOOB Transit's execution of shortfall analysis, when needed and corrective actions when the annual DBE goal is not achieved.

The objective is to ensure BSOOB Transit is completing shortfall analysis and corrective action plans in a timely manner. This is mandated by FTA to be within 90 days of the end of our fiscal year. This date would be September 30 of each calendar year as the end of the BSOOB Transit fiscal year is June 30.

It is the responsibility of the DBELO, which is the Director of External Affairs in the BSOOB Transit organization structure, in conjunction with the Finance Manager, to conduct a shortfall analysis and corrective action plan when BSOOB Transit fails to meet its Triennial DBE goal by the end of the fiscal year.

If the awards and commitments shown BSOOB Transit's Uniform Report of Awards and Commitments and Payments at the end of any fiscal year are less than our overall goal established, shortfall analysis and corrective action plans must be prepared. The reasons for the difference between the overall goals and awards and commitments must be analyzed in detail. Then, steps must be established along with milestones to potentially correct the problem. This will be the case even with the low number of options BSOOB Transit has to partner with in Maine to meet our annual established goal.

Any shortfall analysis must be documented for submission to FTA upon request and for future Triennial review.

ATTACHMENTS

Attachment 1: Organizational Chart

Attachment 2: DBE Directory

Attachment 3: Monitoring and Enforcement Mechanisms/Legal Remedies

Attachment 4: Goal Setting Methodology

Attachment 5: Good Faith Efforts Forms

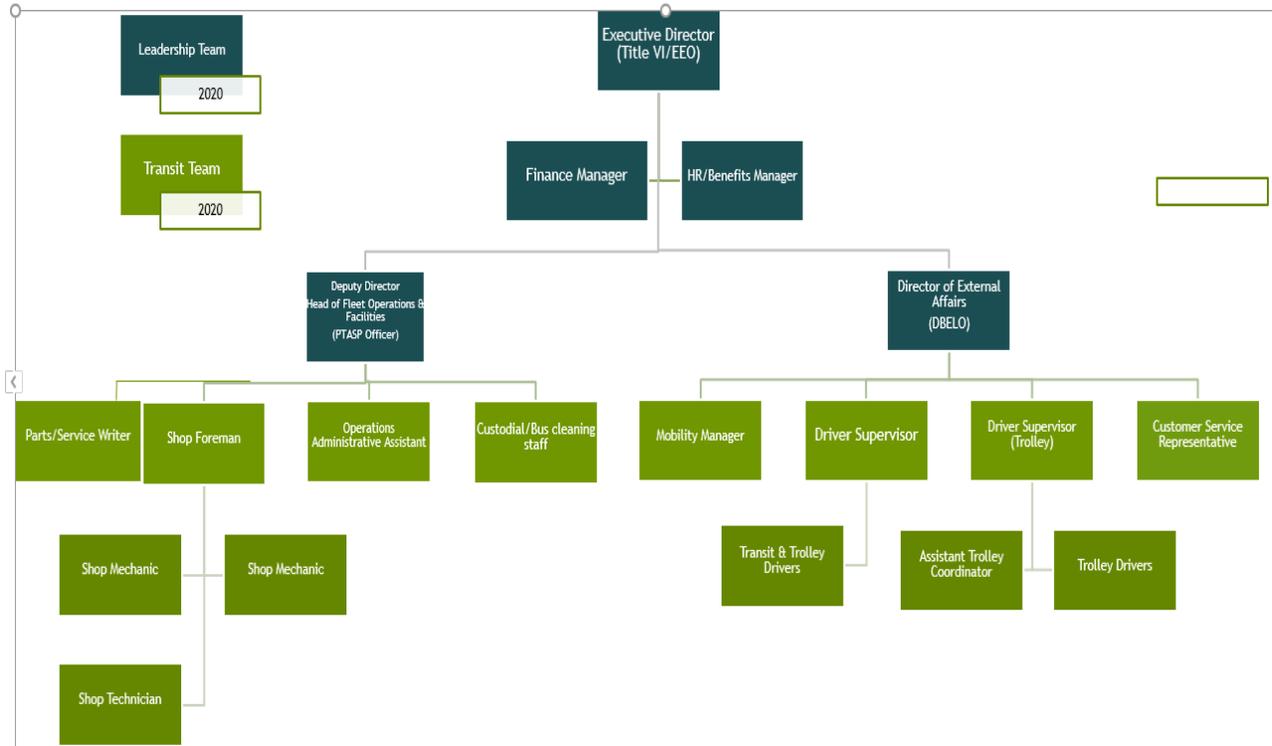
Attachment 6: DBE Regulation, 49 CFR Part 26

Attachment 1

Organizational Chart

BSOOB Transit Org Chart

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Attachment 2

DBE Directory

<https://www.maine.gov/mdot/civilrights/docs/dbe/WeeklyDBEVendorList.pdf>

Attachment 3

Monitoring and Enforcement Mechanisms/Legal Remedies

BSOOB Transit has available several mechanisms to monitor for compliance with the DBE requirements contained in its contracts, including but not limited to, the following:

1. We shall, where necessary, review contract records and monitor work sites to verify the work is actually performed by the DBEs. Written certification of such review and monitoring shall be completed for each contract or project in which DBEs participate.
2. We will keep a running tally of actual DBE attainments, such as payments actually made to DBE firms, for work committed to them at the time of contract award or subsequently. These attainments shall be compared to commitments, and both shall be displayed in reports of DBE participation to the Department.

BSOOB Transit has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take steps provided in 26.109, including but not limited to:
 - a. Referral to the Department of Justice for criminal prosecution;
 - b. Referral to the DOT Inspector General;
 - c. Action under suspension and debarment or Program Fraud and Civil Penalties rules;
3. Perform responsibility determinations for future contracts

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE program, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 26
2. Enforcement action pursuant to 49 CFR part 31
3. Prosecution pursuant to 18 USC 1001.

Attachment 4

Goal Setting Methodology

Biddeford Saco Old Orchard Beach Transit

Goal for DBE Participation FY2019-2021

DBE Goal: 2.06%

Title 49: Transportation, of the Code of Federal Regulations, §26.45 requires that the Biddeford Saco Old Orchard Beach Transit set an overall goal for DBE participation in its public transit system.

BSOOB Transit Methodology for Determining a Base Figure

Step 1: Determine the Base Figure

BSOOB Transit has determined that the following represents the total contracting dollar opportunities for the triennial goal period Fiscal Year 2019, 2020, and 2021. This data was utilized to establish the total funding percentage and the assigned weight per project.

	NAICS Code	Description of Work	Amount of DOT funds on project:	% of total DOT funds (weight)
1)	561621, 334310	Surveillance / Security/Fare	\$240,000.00	6.5%
2)	541310, 238220	Facilities - Bus Washer Addition	\$75,000.00	2.0%
3)	541430,541613,541810,541820,541830,541870	Social Media Marketing	\$6,500.00	0.2%
4)	541430,541613,541810,541820,541830,541870	Advertising	\$72,442.00	2.0%
5)	236210, 236220	Facilities	\$48,772.00	1.3%
6)	424720	Fuel	\$599,249.00	16.3%
7)	524126	Insurance	\$403,124.00	10.9%
8)	541211	Professional Services	\$220,602.00	6.0%
9)	423510, 423120, 424720, 423420, 424690, 811111, 424120, 444130, 326212, 488410, 423450, 423440, 532490, 424320, 444110, 811122	Supplies	\$511,970.00	13.9%
10)	611430	Training	\$16,294.00	0.4%
11)	336340, 336350, 336330	Engine Repairs	\$1,491,300.00	40.5%

Total FTA-Assisted Contract Funds	\$3,685,253.00	100.00%
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There are seventeen (17) certified and available DBEs for the contracting categories established above. The market area for DBEs was determined to be statewide, since the substantial majority of contractors and subcontractors that BSOOB Transit could use are located in Maine and their services are not restricted to any particular subdivisions of the state.

Based on a review of the 2019 County Business Patterns - Maine, and Maine DOT's DBE list, there are no DBE firms in Maine that specialize in transit services or that provide the full range of services needed by BSOOB Transit. However, there are firms that offer support services that can be used BSOOB Transit.

The table below represents the number of DBEs and of all firms available to perform work on the identified contracting opportunities as well as relative availability:

	NAICS Code	Description of Work	Number of DBEs available to perform this work	Number of all firms available (including DBEs)	Relative Availability
1)	561621, 334310	Surveillance / Security/Fare	0	647	0.0000
2)	541310, 238220	Facilities - Bus Washer Addition	2	302	0.0066
3)	541430,541613,541810, 541820,541830,541870	Social Media Marketing	1	261	0.0038
4)	541430,541613,541810, 541820,541830,541870	Advertising	1	261	0.0038
5)	236210, 236220	Facilities	3	781	0.0038
6)	424720	Fuel	0	9	0.0000
7)	524210, 524126	Insurance	7	2,677	0.0026
8)	541211, 541110	Professional Services	0	643	0.0000
9)	423510, 423120, 424720, 423420, 424690, 811111, 424120, 444130, 326212, 488410, 423450, 423440, 532490, 424320, 444110, 811122	Supplies	0	339	0.0000
10)	611430	Training	0	39	0.0000
11)	336340, 336350, 336330	Engine Repairs	0	3	0.0000
	Combined Totals		17	5,962	0.0028

The overall availability of DBEs is 0.28%, obtained by dividing the total number of Maine state firms ready, willing, and able to bid for the types of anticipated work BSOOB will require (5,962) into the total number of DBE firms ready, willing, and able to bid for the types of work BSOOB will fund (17).

The formula proper is: $17/5,962 = .0028$ or 0.28%

Step 2: Adjustments to Base Figure

BSOOB has applied various weights per project for the triennial period based on dollar value. Applying these weights to the availability of DBEs provides a rounded, weighted base figure as reflected below.

	NAICS Code	Description of Work	Weight	Availability of DBEs	Weighted Base Figure
1)	561621, 334310	Surveillance / Security/Fare	0.06512	x	0.0000
2)	541310, 238220	Facilities - Bus Washer Addition	0.02035	x	0.0066
3)	541430,541613,541810, 541820,541830,541870	Social Media Marketing	0.00176	x	0.0038
4)	541430,541613,541810, 541820,541830,541870	Advertising	0.01966	x	0.0038
5)	236210, 236220	Facilities	0.01323	x	0.0038
6)	424720	Fuel	0.16261	x	0.0000
7)	524210, 524126	Insurance	0.10939	x	0.0026
8)	541211, 541110	Professional Services	0.05986	x	0.0000
9)	423510, 423120, 424720, 423420, 424690, 811111, 424120, 444130, 326212, 488410, 423450, 423440, 532490, 424320, 444110, 811122	Supplies	0.13892	x	0.0000
10)	611430	Training	0.00442	x	0.0000
11)	336340, 336350, 336330	Engine Repairs	0.40467	x	0.0000
TOTAL			100.00%	Total	0.0206
				Expressed as a % (*100)	2.06%

Rounded, Weighted Base Figure:	2.06%
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Historical Data on BSOOB Transit bids. Bidders that submitted either prime or subcontract bids on FTA-funded work for the past two years:

The Trades Center – for facilities enhancements

Expression of DBE Goal

The DBE goal for BSOOB Transit will be expressed as a percentage of all FTA funds (exclusive of FTA funds to be used for the purchase of transit vehicles) the agency will spend in FTA assisted contracts over the three forthcoming fiscal years.

Public Participation Plan

DBE Goal for Fiscal Years 2019-21

In accordance with 49 CFR Part 26, BSOOB Transit’s overall goal for FY 2019 through FY 2021 for Disadvantaged Business Enterprise (DBE) participation will be 2.06% for participation in U.S. Department of Transportation, Federal Transit Administration (FTA) assisted contracts. The proposed goal and its rationale are available for public inspection during normal business hours at BSOOB Transit’s headquarters, located at 13 Pomerleau St., Biddeford, at our customer service office located at the Saco Transportation Center, 138 Main St. Saco and on our website www.BSOOBTransit.org. BSOOB Transit will accept public comment on the proposed goal for a period of 45 days from the date of this notice.

Comments may be directed to:

Craig A. Pendleton, Director of External Affairs
 Biddeford Saco Old Orchard Beach Transit
 138 Main Street
 Saco, ME 04072
 207-282-5408

cpendleton@BSOOBTransit.org

Office of Civil Rights
 Federal Transit Administration
 1200 New Jersey Avenue, SE
 Washington, DC 20590
 888-446-4511

Public Participation

BSOOB Transit published our current goal information in these publications: Biddeford Saco Old Orchard Beach Courier, BSOOB Transit website.

Toward our revised DBE goal, BSOOB Transit will be consulting with the following local organizations no later than December 31, 2020:

- York County Community Action
- Biddeford Saco Chamber of Commerce
- Old Orchard Beach Chamber of Commerce

We will document a summary of comments and responses from these organizations upon completion as well as any changes that were made based on feedback received.

Section 26.51: Breakout of Estimated Race-Neutral & Race Conscious Participation

BSOOB Transit will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The BSOOB Transit uses the following race-neutral means to increase DBE participation:

Activities BSOOB Transit performs toward race-neutral facilitation:

- Posting DBE program document on organization website
- Hosting/Setting up public outreach sessions seeking businesses that BSOOB Transit can partner with

We estimate that, in meeting our overall goal of 2.06%, we will obtain 5% from race-neutral participation and 95% through race-conscious measures.

With so few DBE options locally, BSOOB Transit must actively seek out DBE involvement when opportunity presents itself.

In order to ensure that our DBE program will be narrowly tailored to overcome the effects of discrimination, if we use contract goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see 26.51(f)) and we will track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

We will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively.

Attachment 5

Good Faith Efforts Forms

Forms 1 & 2 for Demonstration of Good Faith Efforts

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder is committed to a minimum of _____% DBE utilization on this contract.

_____ The bidder (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder's firm: _____

State Registration No. _____

By _____ Title _____
(Signature)

FORM 2: LETTER OF INTENT

Name of bidder's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$_____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By _____
(Signature) (Title)

If the bidder does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Page submitted for each DBE subcontractor.)

Attachment 6

DBE Regulation 49 CFR Part 26

Please follow this link for details regarding official DBE Regulations

<https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/dbe-regulations>



Disadvantaged Business Enterprise (DBE) Program, Goal and Goalsetting Methodology for Federal Fiscal Years 2022-2024

June 22, 2021

Prepared by:

Greater Portland Transit District
114 Valley Street
Portland, ME 04102
207.774.3020
www.gpmetro.org

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POLICY STATEMENT

The GPTD has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The GPTD has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the GPTD has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the GPTD to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT assisted contracts;
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Director of Finance has been delegated as the DBE Liaison Officer and is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the GPTD in its financial assistance agreements with the Department of Transportation.

GPTD has disseminated this policy statement to the agency’s Board of Directors and all of the components of our organization.

We distribute this statement to DBE and non-DBE business communities that may perform work for us on DOT-assisted contracts by including it in procurement solicitations and in contracts, and by referencing the most recent DBE listing on an ongoing basis through our web site.

Gregory Jordan

Greg Jordan
Executive Director

06-28-2021

Date

GENERAL REQUIREMENTS – Subpart A

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The GPTD is a recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

Section 26.5 Definitions

The GPTD has adopted the definitions currently contained in Section 26.5 for this program regarding socially and economically disadvantaged individuals, and in any subsequent revisions to this Section.

Section 26.7 Non-discrimination Requirements

The GPTD will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the GPTD will not, directly or through contractual or other arrangements, use criteria or methods of selection that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

GPTD will report DBE participation on a semi-annual basis through FTA's Transit Award Management System DBE reporting module, providing all information as required at the time of reporting, and meeting the required deadlines.

Bidders List: 26.11(c)

The GPTD will utilize Maine DOT's DBE list when soliciting bids for DOT-assisted contracts. The GPTD will also maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted contracts, to enable calculation of overall goals. We will collect this information by requiring prime bidders to report the names, addresses, DBE status and type of business of all firms included as subcontracts in their prime bid or quote.

Section 26.13 Federal Financial Assistance Agreement

GPTD has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

This language will appear in financial assistance agreements with sub-recipients:

GPTD shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. GPTD shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. GPTD's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the GPTD of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Contract Assurance: 26.13b

The GPTD will ensure that every DOT-assisted contract and subcontract will include language ensuring that the contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract, and comply with all applicable requirements of 49 CFR Part 26. Further, that failure by the contractor to carry out these requirements is a material breach of contract, which may result in the termination or such other remedy as GPTD deems appropriate.

ADMINISTRATIVE REQUIREMENTS – Subpart B

Section 26.21 DBE Program Updates

Since the GPTD annually receives FTA grant funds exceeding the minimum threshold for DBE administration, we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Director of Finance
114 Valley Street
Portland, ME 04102
207-517-3023

The DBELO is responsible for implementing all aspects of the DBE program and ensuring that the GPTD complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the General Manager, concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is included as Attachment 1 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other staff and officials. The duties and responsibilities include the following:

1. Gather and report statistical data and other information as required by DOT.

2. Maintain records related to procurement processes and payments that support DBE reporting.
3. Review third party contracts and purchase requisitions for compliance with this program.
4. Work with all departments to set overall annual goals.
5. Ensure that bid notices and requests for proposals are available to DBEs in a timely manner, and contain applicable language describing GPTD's DBE efforts and goal.
6. Analyze progress toward attainment and identify ways to improve progress.
7. Participate in pre-bid meetings.
8. Advise the General Manager and Board of Directors on DBE matters and achievement.

Section 26.27 DBE Financial Institutions

It is the policy of the GPTD to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions.

We have reviewed the Maine Unified Certification Program directory for purposes of identifying DBE financial institutions, and to date we have determined that no such institutions exist in the District's area. As GPTD may issue future solicitations for financial services, we will review this directory for any updated information.

Section 26.29 Prompt Payment Mechanisms

The GPTD will include language in each DOT-assisted prime contract to ensure that the contractor agrees to pay each subcontractor for satisfactory performance of its work no later than thirty days from the receipt of each payment the prime contract receives from METRO, and to release any retainage payments to each subcontractor within thirty days after the subcontractor's work is satisfactorily completed.

GPTD will verify prompt payment by requiring prime contractors to document that prompt payment and return of retainage is in fact occurring. GPTD will also follow up with subcontractors to ensure they are receiving prompt payments.

Section 26.31 Directory

The GPTD uses a directory maintained by the State of Maine's Department of Transportation (Maine DOT) to identify all firms certified as eligible to participate as DBEs. This Directory is updated weekly and can be accessed at <https://www.maine.gov/mdot/civilrights/dbe/>

Section 26.33 Overconcentration

GPTD has not identified that overconcentration exists in the types of work that DBEs perform.

Maine DOT analyzes overconcentration through periodic reviews by using the most updated DBE firm information and the most recent NAICS code information to compare DBE firms to all firms and a particular

NAICS code. GPTD considers it efficient to rely on the results of this MDOT analysis to determine overconcentration in our area. GPTD will reevaluate for overconcentration every three years.

Section 26.35 Business Development Programs

Because of limited resources, the District has not established a business development program. However, MDOT partners with Eastern Maine Development Corporation to provide training and support to current and potential DBE vendors. GPTD has limited resources to create a formal development program and relies on EMDC's programs, along with encouraging any potential GPTD vendors to investigate certification through EMDC.

Section 26.37 Monitoring and Enforcement Mechanisms

The GPTD will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps provided in 26.109, as necessary.
2. GPTD has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:
 - Breach of contract action, pursuant to the terms of the contract;
 - Violation of the Maine Department of Transportation DBE Special Provision 105.10.1-6;
 - Violation of any provision of Maine Revised Statutes, Title 5, Chapter 155, Subchapter 1_A, Rules Governing the Competitive Bid Process;
 - GPTD legal and administrative proceedings that will lead to suspension or debarment from FTA pursuant to 49 CFR Part 26;
 - Enforcement action pursuant to 49 CFR part 31;
 - Prosecution pursuant to 18 USC 1001.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished by a combination of site visits and review of records of the contracted firm and any subcontractors.
4. We will keep a running tally of actual payments to DBE firms for work committed to them through a prime or sub-contract award.
5. The District will rely on the State of Maine to enforce any violations or abuse of the States Certification program.

Section 26.39 Fostering Small Business Participation

GPTD will take affirmative actions in an effort to structure race neutral contracting opportunities to facilitate competition by small businesses. GPTD will take all reasonable steps to eliminate obstacles that may preclude small business participation in procurements as prime contractors or subcontractors including unnecessary and unjustified bundling of contract requirements that may preclude small business

participation in procurements as prime contractors or subcontractors. The District will administer the Small Business Participation program on a race neutral basis.

Small Business Concern program participants will be required to show eligibility via (1) DBE certification in connection with the Maine Unified Certification Program; (2) SBA 8A certification or (3) documentation establishing participation as a registered Dynamic Small Business with SBA. Certified DBEs are presumed eligible to participate in the program.

None of the provisions of this Section shall be interpreted to impose any geographic preferences or limitations and the program is open to all small business concerns regardless of their location.

GPTD will use the following strategies to foster maximum opportunities for contract awards to small business:

1. GPTD will evaluate each procurement need to determine opportunities for small business participation, based on prior experience with and current knowledge of available vendors. We will also rely on resources from MDOT and the SBA to identify small business vendors. Bids and RFPs will be issued to encourage participation by small business enterprises, both by issuing specifications directly targeted to individual small businesses of a particular discipline, or by including language in comprehensive specifications that encourages prime contact respondents to include small business sub-contractors when feasible.
2. When approaching a project scope expected to have a value of \$250,000 or less, the District will evaluate the opportunity to bid specific disciplines of work separately. This will be done based on recent procurement experience, assessment by A&E firm(s) and contractors of opportunities that may exist for small business participation as a subcontractor participant, and also by reviewing the MDOT DBE Directory referenced in 26.31.
3. The District will include in any contract provisions a requirement that prime contractors affirmatively seek out small businesses as part of its subcontractor force. Prime contractors will be required to provide information with their bid that identifies the small businesses that will participate as subcontractors to include the scope(s) of work to be performed.
4. The District will reach out to small businesses in an effort to make them aware of potential contracting and subcontracting in any major capital improvement project. Additional outreach will include:
 - a. Placing contracting opportunities on the District website at: <http://www.gpmetro.org>
 - b. Advertise contracting opportunities in local newspapers and media;
 - c. Send contracting opportunity notices directly to firms on our bidders list;
 - d. Informing prime contractors of local small business subcontractors;
 - e. Conferring and sharing small business availability information with other regional agencies;

- f. GPTD will act as a resource to small businesses by providing information and referral services regarding the requirements to become Maine UCP and U.S. Small Business Administration certified, through web links and contact information, as well as direct communication with small businesses when possible.

GOALS, GOOD FAITH EFFORTS, AND COUNTING – Subpart C

Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 2 to this program. This section of the program will be updated triennially.

In accordance with Section 26.45, the District will submit its triennial overall DBE goal to FTA, Region One on or before August 1 of the year specified by FTA. Overall goals will be effective with the October 1 federal fiscal year unless otherwise instructed.

Before establishing the overall goal for each triennial period, GPTD will consult with organizations and individuals representing or directly working with women, minority, and general contracting communities in GPTD's market area, including its own DBE contractors to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the GPTD's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at your principal office for 30 days following the date of the notice, and informing the public that you and DOT will accept comments on the goals for 30 days from the date of the notice.

GPTD will publish this notice in a local newspaper and on its website. The notice will include instructions on how to provide input and comments. The draft program goals will be posted on the website. Our overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

We will begin using our overall goal on October 1 following approval, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.49 Transit Vehicle Manufacturers Goals

GPTD will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, GPTD may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the TVM complying with this element of the program.

GPTD'S Procurement Manual (pg. 22) also includes a requirement that a final award must be documented by completing the online FTA Vehicle Award Report online within 30 days of the award.

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

GPTD's DBE goal continues to be race neutral. There is no break out between a race-neutral and a race-conscious goal.

Section 26.51(d-g) Contract Goals

The GPTD will use contract goals to meet any portion of the overall goal GPTD does not project being able to meet using race-neutral means, if there are sufficient contracting opportunities. GPTD will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.) We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts for Contract

Goals (26.53(a) & (c))

The obligation of the bidder is to make good faith efforts. The bidder can demonstrate that it has done so by either meeting the contract goal or documenting good faith efforts.

The Director of Finance is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive. We will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

GPTD treats bidders' compliance with good faith efforts requirements as a matter of responsiveness. Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 10 days of being informed by GPTD that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder should make this request in writing to the following reconsideration official:

Greater Portland Transit District
General Manager
114 Valley Street
Portland, ME 04102
207-317-3020
info@gpmetro.org

The reconsideration official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder or a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

GPTD will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

CERTIFICATION STANDARDS – Subpart D

Section 26.61 - 26.73 Certification Process

GPTD does not certify DBEs. It relies on the State of Maine, Department of Transportation for certifications through the Maine DOT Unified Certification Program.

CERTIFICATION PROCEDURES – Subpart E

Section 26.81 Unified Certification Programs

GPTD is a member of the Maine DOT Unified Certification Program (UCP) by virtue of a signed agreement dated April 18, 2002. The UCP meets all of the requirements for DBE certification. The Maine DOT maintains an updated directory of firms certified as DBEs in accordance with 40 CFR Part 26. The directory is available electronically or by request, as a hard copy.

Maine DOT will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in USDOT-assisted contracts. For information about the certification process or to apply for certification, firms should contact the Maine Civil Rights Office at:

<https://www.maine.gov/mdot/civilrights/dbe/>

Maine Department of Transportation

SHS 16

Augusta, Maine 04333

Tel: (207)624-3056

Section 26.89 Certification Appeals

Any firm or complainant may appeal a decision in a certification matter to DOT. Such appeals may be sent to:

U.S. Department of Transportation

Departmental Office of Civil Rights

External Civil Rights Programs Division (S-33) 1200

New Jersey Ave., S.E.

Washington, DC 20590

Phone: (202) 366-4754

TTY: (202) 366-9696

Fax: (202) 366-5575

COMPLIANCE AND ENFORCEMENT – Subpart F

Section 26.109 Information, Confidentiality, Cooperation

GPTD will safeguard from disclosure to third parties and information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, GPTD will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

GPTD will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. Any authorized representative of the GPTD or DOT will

make these records available for inspection upon request. This reporting requirement also extends to any certified DBE subcontractor.

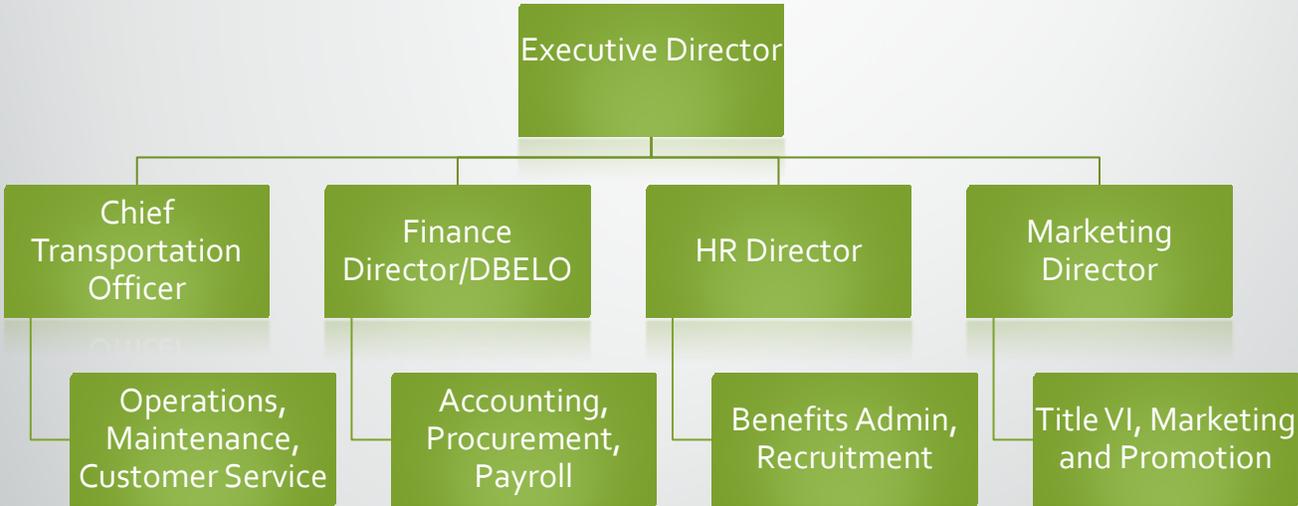
GPTD may perform interim audits of contract payments to DBE subcontractors to ensure that the actual amount paid to equals or exceeds the dollar amounts stated in the prime contractor's schedule of DBE participation. GPTD may also require labor and material payment verification forms, signed by DBE subcontractors, be submitted with the prime contractor's payment requests, and/or a final waiver of lien form signed by subcontractors to indicate they have received payment.

ATTACHMENTS

Attachment 1 Organizational Chart

Attachment 2 Overall Goal Calculation

Attachment 1 Organization Chart



ATTACHMENT 2

GREATER PORTLAND TRANSIT DISTRICT | METRO PROPOSED TRIENNIAL OVERALL GOAL AND GOALSETTING METHODOLOGY FOR FFY 2022-2024

Proposed DBE Goal: 2.7%

Effective: October 1, 2021 through September 30, 2024

INTRODUCTION

The Greater Portland Transit District (METRO) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (USDOT).

Pursuant to 49 CFR Part 26 and USDOT official guidance, METRO has determined that its overall annual DBE attainment on Federal Transit Administration (FTA) funded projects for FFY 2022-2024 is 2.7% (the "Overall Goal"). The Overall Goal will be obtained using race- and gender-neutral measures. In establishing its Overall Goal, METRO has actively sought input from women, minorities, and the general contracting community.

This document describes in detail the process used by METRO to establish the Overall Goal. Also of note, METRO received and reviewed the DBE Review Assessment, dated June 20, 2021, and added the TVM 30-day reporting statement to its Program document, as noted by the Reviewer.

STEP 1. DETERMINING A BASE FIGURE

As specified in 49 CFR 26.45(c), METRO calculated a percentage base figure reflecting the availability of DBEs relative to all businesses ready, willing, and able to participate on FTA-assisted contracts in its local market area. The base figure reflects a DBE participation level that METRO would expect in the absence of discrimination.

Local Market Area

METRO determined its local market area by reviewing the business locations of the contractors and subcontractors with which METRO does businesses and by considering where METRO spends the substantial majority of its contracting dollars. Based on this information, METRO determined that its local market area encompasses the counties of Cumberland, Androscoggin, and York.

Sources of Data

The number of ready, willing, and able DBEs and the total number of ready, willing, and able businesses in METRO's market area were determined using the following verifiable sources of data:

- Maine DOT DBE Directory (<https://www.maine.gov/mdot/civilrights/dbe/>). The directory lists the firm's name, address, phone number, date of most recent certification, and the type of work the firm has been certified to perform as a DBE. In addition, the directory lists each type of work for which a firm is eligible to be certified by using the most NAICS code available to describe each type of work. The directory is housed and updated weekly online. It is searchable by scope of work, and receives widespread distribution in hard copy at seminars, conferences, trainings, and other networking events. www.maine.gov/mdot/civilrights/dbe/
- Census Bureau County Business Patterns (CBP) database. County Business Patterns provides data on the total number of establishments by detailed industry for all counties in the United States.
- METRO Bidders List. METRO has created and maintained a bidders list based on vendors who routinely seek to work on USDOT-assisted contracts in METRO's local market area.

Calculation

METRO used the Maine DOT DBE Directory and Census Bureau data, supplemented by its bidders list, to calculate a base figure, as shown in Figure 1, attached hereto. Specifically, METRO calculated the relative availability percentage as follows:

1. METRO determined the number of ready, willing, and able DBEs in its local market area from the Maine DOT DBE directory and supplemented this number with any additional DBE vendors on its bidders list who are available to perform USDOT-assisted contracts. Then, using the Census Bureau's CBP database, METRO determined the number of all ready, willing, and able businesses available in its local market area that perform work in the same NAICS codes. (*See* Figure 1, Columns A-E).
 2. Data from the CBP database was filtered for METRO's local market area—the counties of Cumberland, Androscoggin and York—and for the NAICS codes categories set forth in Figure 1, Column B, which METRO determined are applicable for contracting opportunities.
 3. The CBP database, supplemented by METRO's bidders list, identified a total of 3,843 businesses ready, willing, and able to perform work in the above-described NAICS codes categories in METRO's market area. The most recent Maine DOT DBE directory, supplemented by METRO's bidders list, showed 33 certified DBEs who are ready, willing, and able to perform work in these NAICS codes categories.
 4. To ensure that the base figure is as accurate as possible, METRO weighted its calculation of the relative availability of firms. Specifically, METRO calculated the ratio of DBEs to the total number of vendors (*see* Figure 1, Column F), and then multiplied this ratio by the ratio of contract dollars estimated to be spent on each category of NAICS codes (*see* Figure 1, Column H), to arrive at a weighted ratio for each category of NAICS codes (*see* Figure 1, Column I).
-

5. By adding the weighted ratios for each NAICS codes category and reflecting the total as a percentage, METRO derived a base figure of .95%, rounded to 1%, for the relative availability of DBEs in METRO's local market area.

Result

Step 1 Base Figure = 1%

STEP 2. DETERMINING IF ADJUSTMENT IS NEEDED

As specified in Section 26.45, once the relative availability of ready, willing, and able DBEs in METRO's local market area has been determined, it is necessary to examine additional evidence and, if appropriate, make adjustments to the base figure, to ensure that the DBE goal truly and accurately reflects the level of DBE participation METRO would expect absent the effects of discrimination. Accordingly, METRO has considered and accounted for other evidence of conditions affecting DBEs, as set forth below, and determined that an adjustment to the Step 1 Base Figure is appropriate.

After establishing the base figure, METRO considered available information of conditions affecting DBEs to determine whether any adjustment to the base figure would be needed to establish its new overall DBE goal for FTA-funded contracts.

Factors Considered

Past and Future Contracting Activity

METRO examined the nature of contracting work anticipated for FFY 2022-2024. The two primary areas of expected NAICS spending are advertising on buses and construction related to bus stop improvements. Otherwise, the activity and market conditions in METRO's local market area have not substantially changed.

METRO also reviewed this in relation to the prior triennial activity and DBE percentages, as shown in the table below. As a small agency, one contract with a high DBE amount can significantly impact the percentage for that period, and the table shows that result.

In periods where the percentage is much higher than the goal, it is often driven by a capital contract and not by consistent operating activity. One of the prior periods includes a contract with a certified DBE vendor to purchase electronic tablets for all buses as part of the implementation of an automated fare collection and payment system, with a federal share of over \$70,000.

Additionally, METRO contracts with an outdoor advertising agency, who is also a certified DBE, for bus and shelter advertising. During the past pandemic period, overall contracting activity for METRO was reduced, and although the advertising activity was also reduced over the last part of 2020, it began to increase toward the end of the first quarter of 2021. While that is good news, it warps the percentage calculation because the overall awards were much less so the DBE advertising portion is a higher percentage.

METRO’s ability to meet DBE goals is attributable in large part to that advertising vendor. The anticipated goal for the next triennial period is also dependent on the execution of a planned, multi-year project for bus stop improvements. METRO’s actual DBE participation may be affected if the advertising vendor does not maintain its DBE certification or the market for outdoor advertising declines, or if there is a change of scope, timing or funding for the bus stop improvement project.

Prospective DBE Participation

For many years, MDOT has hired Eastern Maine Development Corporation (EMDC), a community development and small business development agency, to administer its DBE Supportive Services Program. METRO contacted the EMDC about their training and outreach programs and to determine any changes in the availability of DBE vendors who could likely provide the goods and services METRO uses in the course of its business. EMDC training and events, which result in any new certified DBEs, are listed on the MDOT site that is updated weekly and is referenced by METRO. Also, during the prior triennial period, METRO staff encouraged two businesses it contracted with to become certified as DBE. One was women owned and another was women-minority owned. However, neither opted to go through the certification process, at least yet.

METRO has determined that no additional data exists that would help to better measure the percentage of work that DBEs would be likely to obtain. METRO has concluded that and adjustment to the base figure is appropriate, and the Adjusted Figure below more accurately represents a level of DBE participation that METRO would expect absent discrimination.

Calculation

METRO determined that an adjustment based upon past and expected participation was appropriate, mitigated by the factors contributing to significant spikes. METRO followed the guidance set forth in USDOT’s Tips for Goal-Setting to average the Step 1 Base Figure with a figure which represents METRO’s median past participation, as follows:

1. METRO determined the median past participation percentage based on the actual DBE participation during the most recent three federal fiscal years:

DBE Report Period	METRO Race-Neutral Goal	Actual DBE Participation
Oct 2018 – March 2019	2%	2.1%
April 2019 – Sept 2019	2%	4.5%
Oct 2019– March 2020	2%	14.3%
April 2020 – Sept 2020	2%	0.1%
Oct 2020 – March 2021	2%	13.1%
HISTORICAL MEDIAN:		4.5%

2. METRO then averaged the historical median of 4.5% and the Step 1 Base Figure of 1% to arrive at an adjusted figure of 2.7%, representing a .7% increase over the last triennial period.

Result

Adjusted Figure = 2.7%

RACE-/GENDER-NEUTRAL AND RACE-/GENDER-CONSCIOUS SPLIT

In accordance with federal regulations and USDOT guidance, METRO will strive to meet the maximum feasible portion of its proposed overall DBE goal by using race- and gender-neutral measures.

Based on information regarding awards and commitments to DBEs, certified DBEs received a median of 4.5% of the dollars on METRO's FTA-funded contracts in FFY 2019-2021.

METRO did not apply contract goals or any other race- or gender-conscious measures to any FTA-funded contracts that METRO or subrecipients awarded during that timeframe; thus, 100% of DBE contractors and subcontractors were used on contracts without DBE goals.

METRO currently has a broad range of race- and gender-neutral measures to encourage and facilitate DBE participation in its contracts, including:

- Maintaining one-stop DBE certification with Maine DOT;
 - Publicizing EMDC's web site and services to support Maine DBE businesses;
 - Utilizing METRO's website and paid advertisements in newspapers and trade publications to encourage increased DBE participation;
 - Using pre-bid meetings in construction contracts;
 - Maintaining a policy on race-neutral measures, and training METRO staff with respect to implementation;
 - Continuing administrative enforcement of prompt payments between prime contractors and subcontractors;
 - Providing consistent and accurate data collection of DBE participation;
 - Continuing to maintain METRO's bidders list;
 - Providing timely updates to current DBEs on all bidding and subcontracting opportunities; and
 - Continuing to search METRO's active vendor base for prospective new DBE participants and direct them to Maine DOT/EMDC resources and information in efforts to persuade them to become certified as DBEs.
-

Although the DBE vendor base applicable to transit is small in METRO's local market area, METRO continues to review the Maine DOT DBE registry and conduct outreach with individuals and organizations with direct contact with the DBE community for possible additions to its vendor base.

Based on its levels and trends of past participation and its race- and gender-neutral measures, METRO projects that METRO will be able to meet 100% of its new overall DBE goal through race- and gender-neutral measures. Accordingly, METRO projects that it will not need to utilize any race-conscious or gender-conscious measures to meet its proposed Overall Goal.

ADDITIONAL INFORMATION

For additional information about this document or METRO's DBE Program, please contact:

Ellen Sanborn, Greater Portland Transit District, 114 Valley Street, Portland, Maine, 04102

Tel: (207) 517-3023

Email: esanborn@gpmetro.org

**Figure 1. GPTD Goal Setting Methodology:
Step 1 Base Figure Calculation**

A	B	C	D	E	F	G	H	I	J
Contract Type	2017 NAICS code	NAICS Code Label	Number of Vendors		DBE %	Est Expenditures 2022-2024	% of Est Exp	Weighted DBE%	Est DBE Expenditures
			Total	DBE					
Electricity	221122	Electric power distribution	7	-	0.00%	\$ 461,622	2.28%	0.00%	\$ -
Bus Fuel	221210	Natural gas distribution	4	-	0.00%	\$ 300,000	1.48%	0.00%	\$ -
Space renovation	236220	Commercial and institutional building construction	77	3	3.90%	\$ 100,000	0.49%	0.02%	\$ 3,896
Bus stop improvements	237310	Highway, street, and bridge construction	27	3	11.11%	\$ 989,144	4.89%	0.54%	\$ 109,905
Bus stop improvements	238110	Poured concrete foundation and structure contractors	54	1	1.85%	\$ 350,000	1.73%	0.03%	\$ 6,481
		Electrical contractors and other wiring installation contractors	279	1	0.36%	\$ 215,000	1.06%	0.00%	\$ 771
Space reno/Bus stop impr.	238210	Plumbing, heating, and air-conditioning contractors	349	1	0.29%	\$ 88,000	0.43%	0.00%	\$ 252
Space reno/HVAC replacement	238220	Other building equipment contractors	17	1	5.88%	\$ 125,000	0.62%	0.04%	\$ 7,353
Generator replacement	238290	Painting and wall covering contractors	140	-	0.00%	\$ 10,000	0.05%	0.00%	\$ -
Space reno	238320	Flooring contractors	59	-	0.00%	\$ 15,000	0.07%	0.00%	\$ -
Space reno	238330	Site preparation contractors	223	4	1.79%	\$ 300,000	1.48%	0.03%	\$ 5,381
Bus stop improvements	238910	All other specialty trade contractors	97	5	5.15%	\$ -	0.00%	0.00%	\$ -
Space reno	238990	Commercial printing (except screen and books)	40	-	0.00%	\$ 35,000	0.17%	0.00%	\$ -
Promotional materials	323111	Machine shops	49	-	0.00%	\$ 25,000	0.12%	0.00%	\$ -
Bus maintenance	332710	All other transportation equipment manufacturing	-	-	0.00%	\$ 9,724,667	48.05%	0.00%	\$ -
Transit Buses	336999	Sign manufacturing	20	-	0.00%	\$ 8,000	0.04%	0.00%	\$ -
Space reno	339950	New car dealers	52	-	0.00%	\$ 90,000	0.44%	0.00%	\$ -
Service Vehicle replacement	441110	Automotive parts and accessories stores	84	-	0.00%	\$ 975,000	4.82%	0.00%	\$ -
Parts	441310	Tire dealers	43	-	0.00%	\$ 205,000	1.01%	0.00%	\$ -
Bus tires	441320	Paint and wallpaper stores	18	-	0.00%	\$ 5,000	0.02%	0.00%	\$ -
Space reno/bldg maint	444120	Hardware stores	56	-	0.00%	\$ 180,000	0.89%	0.00%	\$ -
Building maint	444130	Other building material dealers	92	2	2.17%	\$ 45,000	0.22%	0.00%	\$ 978
Building maint	444190	Supermarkets and other grocery (except convenience) stores	142	-	0.00%	\$ 20,000	0.10%	0.00%	\$ -
Employee appreciation	445110	Office supplies and stationery stores	5	-	0.00%	\$ 62,000	0.31%	0.00%	\$ -
Office supplies	453210	Electronic shopping and mail-order houses	81	-	0.00%	\$ 12,000	0.06%	0.00%	\$ -
IT supplies	454110	Fuel dealers	86	-	0.00%	\$ 1,700,000	8.40%	0.00%	\$ -
Bus Fuel	454310	Special needs transportation	9	-	0.00%	\$ 1,350,000	6.67%	0.00%	\$ -
ADA Paratransit	485991	Motor vehicle towing	23	2	8.70%	\$ 15,000	0.07%	0.01%	\$ 1,304
Bus maintenance	488410	Newspaper publishers	17	-	0.00%	\$ 45,000	0.22%	0.00%	\$ -
Marketing/Public Svc	511110	Periodical publishers	13	-	0.00%	\$ 5,000	0.02%	0.00%	\$ -
Marketing/Public Svc	511120	Radio stations	6	-	0.00%	\$ 5,000	0.02%	0.00%	\$ -
Marketing/Public Svc	515112	Wireless telecommunications carriers (except satellite)	34	-	0.00%	\$ 149,400	0.74%	0.00%	\$ -
Bus WiFi/internet/gmail	517312	Telecommunications resellers	4	-	0.00%	\$ 36,000	0.18%	0.00%	\$ -
Phone system	517911	Commercial banking	118	-	0.00%	\$ 165,000	0.82%	0.00%	\$ -
Depository banking	522110	Insurance agencies and brokerages	225	-	0.00%	\$ 1,068,604	5.28%	0.00%	\$ -
Liability and Workers Comp	524210	Offices of lawyers	356	-	0.00%	\$ 105,000	0.52%	0.00%	\$ -
Legal Services	541110	Offices of certified public accountants	122	-	0.00%	\$ 75,000	0.37%	0.00%	\$ -
Annual audit	541211	Engineering services	177	-	0.00%	\$ 50,000	0.25%	0.00%	\$ -
Feasibility study	541330	Surveying and mapping (except geophysical) services	34	-	0.00%	\$ 350,000	1.73%	0.00%	\$ -
Bus stop improvements	541370	Graphic design services	48	-	0.00%	\$ 10,000	0.05%	0.00%	\$ -
Marketing/Public Svc	541430	Other computer related services	7	-	0.00%	\$ 21,000	0.10%	0.00%	\$ -
Network security	541519	Marketing consulting services	85	5	5.88%	\$ 15,000	0.07%	0.00%	\$ 882
Marketing/Public Svc	541613	Outdoor Advertising	3	1	33.33%	\$ 160,000	0.79%	0.26%	\$ 53,333
Bus and Shelter ads	541850	Photography studios, portrait	19	-	0.00%	\$ 3,000	0.01%	0.00%	\$ -
Marketing/Public Svc	541921	Translation and interpretation services	11	1	9.09%	\$ 10,000	0.05%	0.00%	\$ 909
Translation of documents	541930	Temporary help services	77	2	2.60%	\$ 15,000	0.07%	0.00%	\$ 390
Snow shoveling	561320	Security systems services (except locksmiths)	11	-	0.00%	\$ 55,000	0.27%	0.00%	\$ -
Bldg security/camera replacement	561621	Janitorial services	214	1	0.47%	\$ 195,000	0.96%	0.00%	\$ 911
Cleaning services	561720	Solid waste collection	37	-	0.00%	\$ 10,000	0.05%	0.00%	\$ -
Trash removal	562111	Medical laboratories	8	-	0.00%	\$ 21,000	0.10%	0.00%	\$ -
Drug testing/pre employment testing	621511	Automotive transmission repair	6	-	0.00%	\$ 30,000	0.15%	0.00%	\$ -
Bus maintenance	811113	Other automotive mechanical and electrical repair and maintenance	8	-	0.00%	\$ 165,000	0.82%	0.00%	\$ -
Bus maintenance	811118	Automotive body, paint, and interior repair and maintenance	63	-	0.00%	\$ 10,000	0.05%	0.00%	\$ -
Bus maintenance	811121	All other automotive repair and maintenance	7	-	0.00%	\$ 50,000	0.25%	0.00%	\$ -
Bus maintenance	811198	Commercial and industrial machinery and equipment (except automotive and electronic) repair and maintenance	53	-	0.00%	\$ 9,000	0.04%	0.00%	\$ -
Air compressor maintenance	811310								
TOTAL			3,843	33		\$ 20,238,437	100.00%	0.95%	\$ 192,748

PUBLIC PARTICIPATION AND OUTREACH

Metro is a small agency with limited resources, and as such METRO works in cooperation with MaineDOT's efforts for public participation in establishing DBE goals. As Maine's only Unified Certification Program entity, MDOT has done extensive public outreach to ensure that eligible businesses are aware of the DBE Program. Information on MDOT's DBE program can be found at <https://www.maine.gov/mdot/civilrights/dbe/>

For many years, MDOT has hired Eastern Maine Development Corporation (EMDC), a community development and small business development agency, to administer its DBE Supportive Services Program. EMDC has developed a website of resources and information to support women and minority owned businesses. EMDC maintains a calendar of events to connect DBE business to local government work, and interested businesses to become DBE certified. <https://www.mainedbe.com/>
<https://www.emdc.org/connect/events/>

METRO has solicited input about its Overall Goal and goalsetting methodology by supplying this this draft to its most recent DBE vendors/subcontractors to receive feedback. These vendors are:

1. ATA Outdoor Advertising
2. Schumacher Design
3. Morris Communications

No comments were received.

METRO also contacted the EMDC to obtain their perspective on future DBE availability and to learn how they communicate with potential businesses about opportunities. In discussion with Cody Gilks from EMDC, METRO concluded that the level of outreach effort was significant and covered the whole State of Maine, including METRO's local market area. It was also concluded that there was not expected to be any changes to the number of DBE certifications, particularly within METRO's NAICS business areas, that would impact the calculation of its goal. For reference, copies of marketing brochures used by EMDC are attached. (See Appendix A)

In addition to this active consultation, GTPD's Overall Goal and goalsetting methodology was posted on METRO's website starting on May 19, 2021, along with a notice informing the public that the proposed goal and its rationale was available for viewing, and that METRO was accepting comments on the goal and rationale for 30 days from the date of the notice. METRO also advertised the notice in a newspaper of general circulation in its market area. (See Appendix A) Comments were accepted via email, phone, or in writing by regular mail. Because of the pandemic environment, METRO did not hold an in-person public forum.

No comments were received.

Finally, METRO's Overall Goal will be posted on its website for the three-year term.

APPENDIX A PUBLIC NOTICE AND OUTREACH—PROPOSED GOAL AND GOALSETTING METHODOLOGY

Newspaper Legal Ad

NOTICE OF PUBLIC COMMENT PERIOD GREATER PORTLAND TRANSIT DISTRICT

DBE Methodology and Goal for Federal Fiscal Years 2022 through 2024

Greater Portland Transit District is updating its Disadvantaged Business Enterprise (DBE) Program and Goal for its Federal Transit Administration (FTA) funded projects for the prospective federal fiscal years 2022 through 2024, with a goal of 2.7%.

Please review and provide any comments or input within the next 30 calendar days, or until June 21, 2021. Because of COVID requirements, public comments will be taken via email, phone or regular mail, as detailed below. The Document can be found on the GPTD website, www.gpmetro.org under Inside Metro, DBE Program and Goal.

esanborn@gpmetro.org
207-517-3023
Greater Portland Transit District
Ellen Sanborn, Finance Director
114 Valley Street
Portland, Maine, 04102

Website Posting

The screenshot shows the Greater Portland Metro website. The top navigation bar includes a sign-in link, the Metro logo, and menu items for Rider Information, Services & Programs, Inside Metro, Maps & Schedules, and Contact Us. A search bar and social media icons are also present. The main content area displays the 'DBE PROGRAM AND GOAL' page, which includes a breadcrumb trail (Home > Inside Metro > DBE Program and Goal), a title, and introductory text about the DBE program. A 'Notice of Comment Period' section is highlighted, detailing the update to the DBE program and goal for federal fiscal years 2022 through 2024, with a goal of 2.7%. It specifies a 30-day comment period ending on June 21, 2021, and provides a link to the document.

Create an Account - Increase your productivity, customize your experience, and engage in information you care about. Sign In

GREATER PORTLAND metro • RIDER INFORMATION • SERVICES & PROGRAMS • INSIDE METRO • MAPS & SCHEDULES • CONTACT US

f t i Search... Select Language

Home > Inside Metro > DBE Program and Goal

DBE PROGRAM AND GOAL

Greater Portland METRO Disadvantaged Business Enterprise (DBE) Program and Goal -- [LINK](#)

The Maine Department of Transportation, in partnership with the Eastern Maine Development Corporation, administers a certification program for DBE vendors.

If you would like more information about how to become a certified DBE vendor, please visit the EMDC website at <https://www.mainedbe.com/become-certified/>

Notice of Comment Period

Greater Portland Transit District is updating its Disadvantaged Business Enterprise (DBE) Program and Goal for its Federal Transit Administration (FTA) funded projects for the prospective federal fiscal years 2022 through 2024, with a goal of 2.7%.

Please review and provide any comments or input within the next 30 calendar days, or until June 21, 2021. Because of COVID requirements, public comments will be taken via email, phone, or regular mail, as detailed below.

A link to the document is provided [HERE](#).

DBE Benefits

When a business works with Eastern Maine Development Corporation's DBE Supportive Services program, they gain access to individualized support free of charge. The program can be leveraged with other EMDC services to assist you with government contracting, lending solutions, and much more.

- **Tuition Reimbursement**
- **Technical Assistance**
- **Website Development**
- **Business Development**
- **Strategic Planning**
- **Workshops & Events**
- **Partner Network**



Contact Us

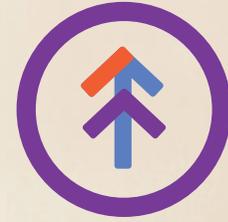
40 Harlow Street, Bangor, Maine
Phone: 207.942.6389 • Fax: 207.942.3548
mainedbe@emdc.org • www.mainedbe.com



Maine DBE is a program of Eastern Maine Development Corporation. EMDC delivers integrated hands-on support services that help businesses, communities and individuals reach long-term goals and prosperity.



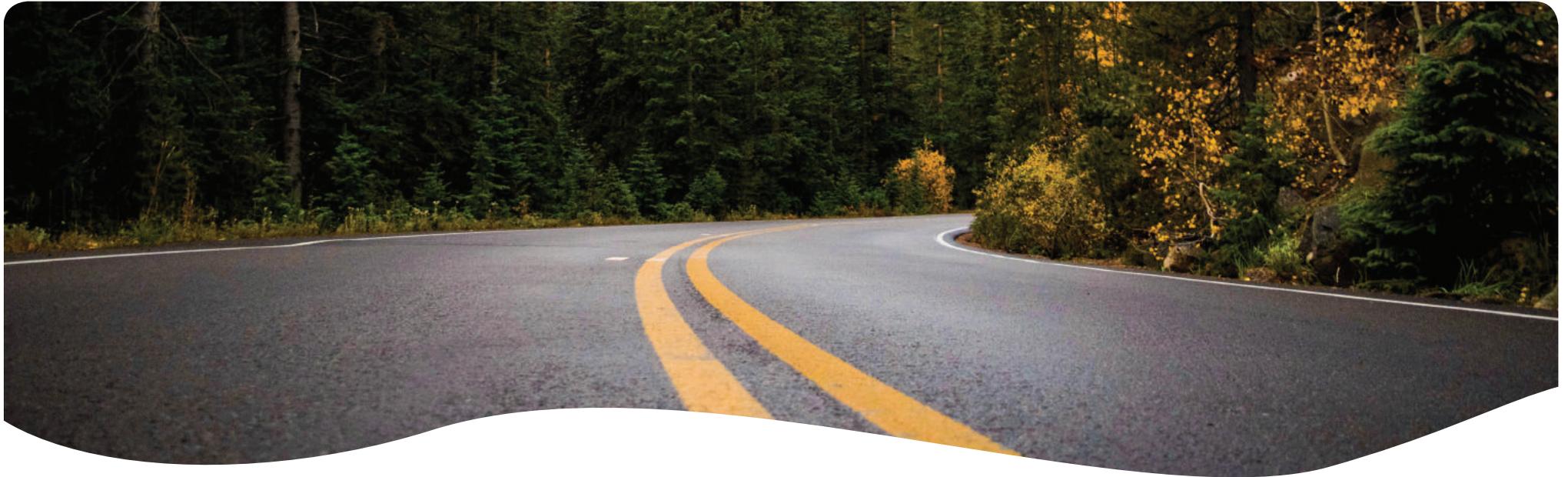
This program is funded by the U.S. Department of Transportation's Federal Highway Administration, and administered by the MaineDOT.



MAINE DBE
DISADVANTAGED
BUSINESS ENTERPRISE



**Individualized supportive
services for women and
minority-owned businesses**



Program Overview

Maine DBE Supportive Services helps women and minority-owned small businesses by providing individualized business, IT, website, and education assistance. By working with a DBE Supportive Services Specialist, Maine businesses receive the tools and resources to prepare to their sell goods or services to the Maine Department of Transportation.

DBE Certification

Our Supportive Services Specialist walks business owners through becoming a certified DBE. To qualify for this program, businesses must:

- Be 51% owned by a woman or minority
- Have personal net worth less than \$1.32 million
- Have \$23.98 million or less in gross receipts

Contracting Help

With our assistance, we help businesses:

- Understand how to sell their goods and/or services to the government
- Connect with other resource providers
- Submit proposals
- Work as a sub-contractor



DBE Program Links



DBE/ACDBE Application Packet
mainedot.gov/civilrights/dbe/

US DOT Disadvantaged Business Enterprise Program
dot.gov/osdbu/disadvantaged-business-enterprise

FHWA Disadvantaged Business Enterprise Program
fhwa.dot.gov/civilrights/programs/dbess.cfm

49 Code of Federal Regulations Part 26
ecfr.gov/cgi-bin/text-idx?c=ecfrbrowse/Title49/49cfr26_main_02.tpl

North American Industries Classification Codes (NAICs)
naics.com

For Specific Bidding Process Information & Assistance
mainedot.gov/contractors/bidderinfo/

Upcoming Projects Going Out to Bid
Contracting on MaineDOT Projects
mainedot.gov/contractors/

How MaineDOT Develops Projects & Does Business
mainedot.gov/business/

MaineDOT DBE



Disadvantaged Business Enterprise Program

Questions?

Contact Sherry Tompkins
MaineDOT Civil Rights Office at:
Ph: 207-624-3066
Fax: 207-624-3021
TTY users dial Maine Relay 711
sherry.tompkins@maine.gov



mainedot.gov

MaineDOT's DBE Program ensures a level playing field



The Disadvantaged Business Enterprise (DBE) Program is funded by the United States Department of Transportation and administered in Maine by MaineDOT. Under this program, contractors on federally-funded projects are required to make a good faith effort to use certified DBE companies.

The program was created to:

- ensure nondiscrimination in the award of
- federally-assisted contracts;
- create a level playing field;
- remove barriers; and
- help certified Maine DBE firms to compete successfully in the market place.

Certified DBEs enjoy several advantages



Certified DBEs are eligible for the Supportive Services Program, managed by Eastern Maine Development Corporation (EMDC) in Bangor. This program provides a Business Service Specialist to help certified businesses grow their business and obtain work through MaineDOT. This includes business and technical assistance, tuition reimbursement, website development and more.

In addition, DBEs are listed in the MaineDOT and DBE Supportive Services Directories which are distributed among prime contractors and consultants throughout New England. Certified Maine DBEs also receive information regarding upcoming MaineDOT projects.

Apply today if you qualify!



Go to mainedot.gov/civilrights/ to download your application!

To become a certified DBE, you must first apply and be accepted into the program. Applicants are encouraged to apply if they meet the following criteria:

- Your firm is at least 51% owned by a socially and economically disadvantaged individual(s) who also controls the firm. This may include a citizen who is a member of one of the following groups: African American, Hispanic American, Native American, Asian-Pacific American, Subcontinent American or a woman.
- The disadvantaged owner is a U.S. citizen or a lawfully admitted permanent resident of the United States.
- Your firm is a small business that meets the Small Business Administration's size standard and does not exceed \$23.98 million in gross annual receipts.
- Your firm is a small ACDBE business that meets the Small Business Administration's size standard and does not exceed \$56.42 million in gross annual receipts.
- Your firm is organized as a for-profit business.
- Your firm provides a service or product to
- participate in DOT-assisted projects.
- Your personal net worth cannot exceed \$1.32 million, excluding the equity in your primary residence.

Out-of-state businesses may apply for certification only if they are currently certified in their home state.



**Title VI Program
Biddeford-Saco Old Orchard Beach
Transit Committee dba (BSOOB)
Adopted November 22nd, 2016
Updated September 30, 2021**

**Designated Title VI Coordinator:
Chad Heid, Executive Director
13 Pomerleau Street, Biddeford, Maine 04005
Phone: 207-282-5408 | Email: cheid@bsoobtransit.org**

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Introduction

Title VI was enacted as part of the landmark Civil Rights Act of 1964. It prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. All recipients and sub recipients of Federal Transit Administration (FTA) funds must ensure that programs, policies and activities comply with FTA Title VI regulations. To provide recipients with specific guidance, FTA published Circular 4702.1B, October 2012. The instruction provided in the circular is intended to ensure recipients meet the Title VI requirements and appropriately integrate them into FTA-funded programs.

FTA-funded programs must submit to the FTA its Title VI Program every three years. Title VI Programs for systems like BSOOB (i.e., flex route/demand responsive service) are to include the following:

1. Notice of rights under Title VI
2. How to file a Title VI complaint
3. List of Title VI investigations, complaints or lawsuits
4. Public participation plan
5. Limited English Proficiency (LEP) language plan
6. Racial breakdown of non-elected advisory councils
7. Board of Director's resolution or meeting minutes demonstrating that the Board approved the Title VI Program
8. Narrative describing sub recipient monitoring
9. Facility equity analysis

This update of BSOOB's Title VI Program has been prepared to ensure that the level and quality of its flex route services are provided in a nondiscriminatory manner and that the opportunity for full and fair participation is offered to its riders and other community members. Additionally, through this program, BSOOB has examined the need for services and materials for persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English.

BSOOB is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or subjected to discrimination in the receipt of any of BSOOB's services on the basis of race, color or national origin.

Under the Civil Rights Act of 1964, and as a recipient of federal funding under the programs of the Federal Transit Administration (FTA) of the U.S. Department of Transportation (US DOT), BSOOB has an obligation to ensure that:

- The benefits of its bus services are shared equitably throughout the service area
- The level and quality of bus services are sufficient to provide equal access to all riders in its service area
- No one is precluded from participating in BSOOB's service planning and development process

- Decisions regarding service changes or facility locations are made without regard to race, color or national origin and that development and urban renewal benefitting a community as a whole not be unjustifiably purchased through the disproportionate allocation of its adverse environmental and health burdens on the community's minority population
- A program is in place for correcting any discrimination, whether intentional or unintentional.

Notice of Rights Under Title VI

To ensure that BSOOB Transit riders and the general public are aware of the agency's commitment to Title VI compliance, BSOOB Transit has presented the following notice of rights on all transit schedules, on posters and notices at the Saco Transportation Center, Biddeford City Hall, Saco City Hall, Old Orchard Beach Town Hall, and in other select facilities in the transit network, as well as posting the stand alone Title VI Program page on its website (<https://bsoobtransit.org/>):

Biddeford-Saco-Old Orchard Beach Transit Committee is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and relevant guidance. The Agency assures that no person in the United States shall, on the grounds of race, color or nation origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. To request additional information on BSOOB's Title VI policy, or to file a discrimination complaint, please contact Chad Heid, Executive Director, BSOOB Transit, 13 Pomerleau Street, Biddeford, Maine, 04005 and phone 207-282-5408 or email cheid@bsoobtransit.org. Language translation services are available upon request.

How to File a Title VI Complaint

Procedures for Filing a Title VI Complaint:

Members of the public, including any individual, group of individuals, or entity, who believe they have been the subject of Title VI discrimination by BSOOB can file a written and signed BSOOB Title VI complaint form up to 180 days from the date of the alleged discrimination. Allegations received that imply harassment, retaliation, or unequal treatment in services will be processed as an allegation of discriminatory practice. The completed form should be submitted to:

BSOOB Transit
Attn: Executive Director
13 Pomerleau Street
Biddeford, Maine 04005

Title VI complaints must be signed and dated.

The BSOOB Title VI complaint form is provided as Attachment 1. This form asks for the following information:

- Individual contact information.
- Date and location of incident.
- Detailed description of incident, which will act as the basis for identification of all involved parties and alleging that discrimination has occurred.
- Identification of any witnesses.

To find out more about BSOOB's nondiscrimination procedures or to file a complaint, look for information online at <https://bsoobtransit.org/rider-info/civil-rights-title-vi/> with the complaint form located at <https://bsoobtransit.org/wp-content/uploads/2021/09/BSOOB-Title-VI-Customer-Complaint-Form-9.28.21.pdf> or call 207-282-5408. Hard copy forms and instructions can be mailed upon request.

In the case where a complainant is unable, incapable or unwilling to provide a written statement, a verbal complaint of discrimination may be made to the Executive Director. Under these circumstances, the complainant will be interviewed, and the Executive Director will assist the complainant in converting the verbal allegations to writing.

The complainant has the right to file formally with the Federal Transit Administration (FTA) or to seek legal counsel.

Procedures for Processing a Title VI Complaint:

All civil rights complaints received by the BSOOB shall be forwarded to the Civil Rights Officer (CRO). Complaints will then be disseminated to appropriate administrative staff for investigation.

Staff assigned shall investigate complaint(s) and assist the CRO in identifying and interviewing witnesses with knowledge or relevant information of the event. The accused will be informed and permitted to respond to the allegation. If necessary, additional information may be requested from the complainant and/or witnesses.

Once the complaint is received, BSOOB will review it to determine whether or not BSOOB has jurisdiction. The complainant will receive an acknowledgment letter informing her/him whether the complaint will be investigated by BSOOB.

BSOOB has 10 business days to investigate the complaint. If more information is needed to resolve the case, BSOOB may contact the complainant. The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 calendar days, the investigator can

administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue the case.

As necessary, meetings may be requested with the complainant to discuss resolution. Staff investigating may request guidance from BSOOB, as necessary.

If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided thirty (30) business days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.

If the complaint is deemed to have investigative merit a complete investigation will be conducted, and an investigative report will be completed within sixty (60) days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, a finding with recommendations for remedial steps as appropriate and necessary. The remedial steps, if any, will be implemented as soon as practicable. The Complainant will receive a copy of the final report together with any remedial steps.

If no violation is found and the Complainant wishes to appeal the decision, he or she may appeal directly to the Chair, BSOOB Transit Committee c/o 13 Pomerleau Street, Biddeford, Maine 04005.

Upon completion of the investigative procedures, the assigned staff will draft a report based on the facts and submit it to BSOOB, or the appropriate agency. The report will contain, at minimum, the findings and conclusions concerning the complaint and recommendations for corrective and disciplinary actions, if necessary.

After the investigator reviews the complaint, BSOOB will issue one of two letters to the complainant: (1) a closure letter that summarizes the allegations and states there was not a Title VI violation and that the case will be closed, or (2) a Letter of Finding (LOF) that summarizes the allegations and the interviews regarding the alleged incident and any additional training of staff member(s) or other action that will occur.

If the complainant wishes to appeal the decision, she/he has 10 calendar days after the date of the closure letter or the LOF to do so.

When a complaint has been directly filed with another state or federal agency, the Agency is to inform the Title VI Coordinator where the complaint has been filed and coordinate any action needed to resolve the complaint.

Violations found to exist will prompt appropriate action be taken, with progress of resolution monitored and reported. Any actions taken as a result of the investigation will be the responsibility of the BSOOB, or other governing agency. If no violation is found and the complainant is not satisfied, complaints may be filed directly with the FTA Office of Civil Rights.

A letter will be provided to the complainant from the BSOOB that details the findings and conclusion, and corrective action taken or to be taken, if applicable.

The BSOOB will maintain a complaint log of information pertaining to Title VI and other complaints of discrimination, harassment, or retaliation including: the date the complaint, summary of the allegation(s), status of complaint; and actions taken.

Should the BSOOB receive a complaint in the form of a formal charge or lawsuit, the BSOOB may seek professional counsel to perform the investigation and other procedures described herein.

Complaints may also be filed with the Federal Transit Administration (FTA) no later than 180 days after the date of the alleged discrimination. Complaints to FTA may be submitted to the following office: Federal Transit Administration, Office of Civil Rights, 55 Broadway, 9th Floor, Cambridge, MA 02142.

List of Title VI investigations, Complaints or Lawsuits

BSOOB maintains a list of any alleged discrimination on the basis of race, color, or national origin, including any active investigations conducted by entities other than FTA, lawsuits, and complaints naming the Agency. The list includes the date that the investigation, lawsuit or complaint was filed; a summary of the allegation(s) and date resolved.

With each application BSOOB files with FTA, certification regarding any Title VI lawsuits or discrimination complaints and a summary of any civil rights compliance review activities.

As shown below, there have been zero (0) Title VI investigations, complaints or lawsuits in the three-year period since the last Title VI Program submittal.

Table 1: Listing of Investigations, Lawsuits and Complaints (June 2016-June 2021)

Type	Date	Summary	Status	Action(s) Taken
Investigations			None	
Lawsuits			None	
Complaints			None	

Public Participation Plan

BSOOB assures that it will perform FTA related programs without regard to race, color or national origin, and minority populations are not denied the benefits of or excluded from participation in the programs. The process by which annual program of projects are submitted include:

- Methods to ensure fair and equitable distribution of services;
- Ongoing monitoring through site visits and reviews of all services for compliance with Title VI
- A planning and public involvement process, and project development and selection processes which include Title VI, Environmental Justice, and Limited English Proficiency compliance.

The aforementioned activities include, but are not limited to:

- Ensuring public involvement is inclusive to all segments of the community
- Joint effort by the sponsor and other implementing agencies, interested groups, individuals, and community-based organizations for a proactive impact and to eliminate disparate impacts as they are identified
- Interaction techniques used in this process include: task forces, technical advisory committees, focus groups, presentations at community board meetings, use of media (newspapers, radio, TV), public access channels, newsletter, computer bulletin boards, and the Internet
- Impact analysis may include the effect on residential areas and on a neighborhood's (i.e., ethnic) character and stability; the effect of an improvement on minority businesses and residences and those of other special groups and interests; and the effect on employment (gains and losses) for minorities, women and other groups. In addition, the planning process will look to compare the minority and/or low-income populated areas to other income areas to ensure equitable services and access.

This concerted effort will be on-going to ensure that the disadvantaged and those traditionally under-served are involved in the selection process.

BSOOB's Public Participation Plan has been prepared to ensure that no one is precluded from participating in the processes for determining service changes, fare changes, service and development plans, budgets and other decisions that may have an impact on members of the community. BSOOB makes a concentrated effort to involve customers and the general public, including minority, low-income, disabled and LEP populations within the service area when conducting public outreach and engaging community feedback. Some specific and direct actions to engage these community members include outreach to local non-profits and organizations that advocate for the underserved, and advertising meetings in multiple languages. BSOOB provides translation services, including American Sign Language, upon advance request.

A variety of approaches and outreach activities are utilized to engage interested parties and members of the public. The methods used to inform the public of these changes include:

- **BSOOB Transit Committee Meetings:** A list of specific BSOOB Transit Committee meetings are open to the public and the meeting location is accessible by transit as well as ADA accessible. All supporting materials are posted on BSOOB's website along with the agenda. The Board meets approximately monthly. The current regular meeting dates for the Board are the fourth Thursday of each month, at 4 PM at Saco Transportation Center, 138 Main St. Saco, ME, 04072 and listed on BSOOB's website, allowing the public ample notice for meeting dates. Alerting the public to these meetings includes the following outreach tactics: formal notice on one or more local newspapers, brochures on board all buses, social media posts, notices on BSOOB's website and the websites of member communities, newsletter distribution and e-mail blasts.

- **Public Meetings:** Public meetings are offered to further share information and gather input from the public. These meetings are publicized through many of the same means stated in the committee meeting description. In advance of the 2019 implementation of pulse route schedules, and the roll out of a new electronic fare collection system, BSOOB Transit staff presented details to the public in the Spring of 2019. In total, there were 6 public meetings, 2 in each of the committee municipalities. The process for a public hearing is as follows:
 - Chair shall open a Public Hearing on the proposed change at a meeting of the Transit Committee.
 - Individuals shall have the opportunity to speak on the proposed change prior to the Transit Committee's vote.
 - In addressing the Committee, individuals should identify themselves for the record. At a minimum the Minutes should identify each speaker, speaker's hometown and whether speaker is in favor or against the proposed fee increase or service reduction.
 - Letters and emails from members of the public received in relation to the change shall be reviewed by the Transit Committee and entered into the record.
 - After members of the public that are in attendance have had a chance to speak at least once, the Chair may close the public hearing.
 - The Committee shall consider comments and correspondence received prior to voting on the proposed changes.
 - A copy of the proposed change announcement, press releases and news articles regarding the public comment process, as well as, correspondence from the public on the topic shall be included with the permanent meeting minutes of the Transit Committee.
 - Public comment is not required prior to enacting service increases or minor service decreases.

- **Online Comment Form:** BSOOB Transit maintains an online form for customer input regarding concerns or complaints about proposed or existing services (<https://bsoobtransit.org/rider-info/customer-complaint-procedure/>).
- **Metropolitan Planning Organization (MPO) Process:** The MPO (PACTS/GPCOG) formally notices and conducts public hearings on behalf of BSOOB Transit and the regional transit agencies with the objective of gathering public input on public transit projects. PACTS has a written public involvement plan and an approved Title VI Plan.
- **Local City/Town Council Meetings:** Each of the partner communities that make up the BSOOB Transit committee, Biddeford, Saco, and Old Orchard Beach, review and consider their contributions to the agency. BSOOB Transit staff and stakeholders make presentations on budget, projects, and service performance. These meetings contain public notice and are open to the general public.
 - In advance of the 2019 implementation of pulse route schedules, and the roll out of a new electronic fare collection system, BSOOB Transit staff presented details to Saco City Council in the spring of 2019.

BSOOB also participates in the local public transit-human services transportation coordinated planning effort as requested or required. These efforts result in regular meetings with representatives of human service agencies to discuss the transportation needs of elderly persons, persons with disabilities, low income and LEP persons and current or planned services that meet the needs of these individuals.

The public involvement process for the Transportation Improvement Program (TIP) and the Transit Program of Projects provides the public another opportunity to participate in BSOOB's transportation planning efforts. This effort is led by the Portland Area Comprehensive Transportation System (PACTS). Strategies used by PACTS to inform and involve the public in transportation planning efforts include:

- Website and blog
- News releases and outreach to media, including regular meetings with editors
- Videos, brochures and visual displays
- Annual reports and presentations to civic and professional groups
- Workshop, forums and open houses
- Public opinion surveys, interested parties email distribution list
- Public notices published in media and distributed to interested parties by email

PACTS solicits involvement of non-transportation organizations that serve the transportation disadvantaged to serve on PACTS committees and includes representatives of these organizations on its interested parties email list. Annually, PACTS contacts transportation and non-transportation groups that serve the transportation disadvantaged in preparation for writing annual goals. The current contact list includes 45 organizations. All PACTS committee meetings (policy, executive, technical transit and planning) are open to the public.

BSOOB will publish a public notice of its intent to apply for FTA funding. The notice requests comments on the project from the public, other transportation providers and human service agencies. In addition to publication in newspapers, the notice will also be mailed to human service agencies and other providers. Any comments received are considered in the development of projects.

Limited English Proficiency (LEP) Language Plan

Who qualifies as an LEP Individual?

Any individual who speaks a language other than English as their primary language, and who cannot speak English well or at all. In addition, individuals who have a limited ability to read, write or speak are considered LEP individuals. To comply with guidance and rules issued by the U.S. Department of Transportation, and Title VI of the Civil Rights Act of 1964, BSOOB will take reasonable steps to ensure that all persons have meaningful access to its programs and services, at no additional cost.

The following LEP Plan has several elements contained in the overall assessment used to identify LEP individuals who need assistance. Implementation includes the development of language assistance measures, training, notification process, and a monitoring plan.

Four-Factor Analysis

In order to develop this plan, BSOOB implemented the following required four-factor analysis:

1. The number or proportion percentage of LEP persons eligible to be served or likely to be encountered by BSOOB's service;
2. The frequency with which LEP persons come in contact with BSOOB's service;
3. The nature and importance of BSOOB's service to the LEP population's lives;
4. The resources available to BSOOB for LEP outreach, as well as the costs associated with that outreach.

Factor 1: The number or proportion percentage of LEP persons eligible to be served or likely to be encountered by BSOOB's service.

The first step in determining components of an LEP Plan is understanding the proportion of LEP persons who may encounter and use BSOOB's services, their literacy skills in English and their native language, and the location of their communities and neighborhoods.

To do this, BSOOB evaluated the level of English literacy and to what degree individuals in its service area speak a language other than English and what are those languages.

Table 2 shows that, the overall population and LEP population across the BSOOB service area, broken down by city. The total population is 46,183. Within that population, 5,597 (12.1%) are estimated to speak another language at home and 1,221 (2.6%) are estimated to speak English “less than very well”, and speak another language at home.

Table 2. Speak Language Other Than English; Speak English Less Than Very Well

Town	Total Population (5 Years and Older)	Total Population (5 Years and Over) Speaking Language other than English	Total Population (5 Years and Over) Speaking Language other than English & Where at Least 0.50% Speak English less than "Very Well"
Biddeford	22,061	3,419 (15.5%)	995 (4.5%)
Saco	17,892	1,719 (9.6%)	274 (1.5%)
Old Orchard Beach	8,025	741 (9.2%)	59 (0.7%)
Total Biddeford-Saco-Old Orchard Beach service area	47,978	5,879 (12.3%)	1,328 (2.8%)

Source: U.S. Census Bureau, American Community Survey, 2017

Table 3 identifies those languages or language groups, other than English, that are spoken at home and where English is spoken “less than very well”, and that determine the LEP population. There are no languages or language groups that have a population of at least 1,000 or at least 5% of the total service area population. Therefore, all languages or language groups are safe harbor provision languages.

Table 3. Languages in households where a language other than English is spoken and where at least 0.50% speak English less than very well

Town	Language 1 Indo-European, other than Spanish	Language 2 Asian and Pacific Island	Language 3 Other, including Spanish
Biddeford	421 (1.91%)	235 (1.07%)	339 (1.54%)
Saco	209 (1.17%)	65 (0.36%)	0
Old Orchard Beach	55 (1.53%)	0	0
Total Biddeford-Saco-Old Orchard Beach service area	685 (1.43%)	300 (0.63%)	339 (0.71%)

Source: U.S. Census Bureau, American Community Survey, 2017

These small numbers of LEP persons are distributed throughout the BSOOB service area and are likely to be reasonably close to the service, especially since it is a route deviation service.

Factor 2: The frequency with which LEP persons come in contact with BSOOB's service.

There are a number of places where BSOOB riders and members of the LEP population can come into contact with BSOOB's services including riding the bus, calls and direct contact with customer service representatives, outreach materials and orientation events.

Major possible points of contact include:

- Using bus service (on board signage, announcements and driver language skills)
- Communication with customer service staff (phone, email, website, in person at Saco Transportation Center)
- Printed and online materials including:
 - Local news media including print and radio
 - Public meetings and orientation events
 - Participating in surveys

When limited English proficiency is a barrier to using BSOOB's transit services, the consequences for the individual can be to limit their access to employment, education, healthcare and other life necessities. Critical information from BSOOB that can affect access includes:

- Route and schedule information
- Fare and payment information
- Information regarding making the best use of the system
- Service alerts and announcements
- Complaint and comment forms
- Announcements related to public meetings
- Emergency communications

BSOOB currently has no hard data to indicate the types and frequency of actual interactions of LEP populations with the transit system, although there is anecdotal information from drivers, dispatchers and other agency personnel to indicate that such interactions do occur, but on a very limited basis. BSOOB understands that the LEP population is a prime transportation disadvantaged market for the transit system and will be increasing its efforts to collect hard data on LEP interactions and issues, as described in later paragraphs.

Factor 3: The nature and importance of BSOOB's service to the LEP population's lives.

The importance of services that can be utilized effectively by LEP population can have positive impacts on access to health care, education and employment. Public transit is a key resource in achieving mobility for many LEP persons.

BSOOB Transit looks to provide service information, riding instructions, Title VI and ADA information, complaint procedures, detours, route changes, fare increases and other

critical services and limitations that may affect individuals and on all vehicles, and schedules, timetables, social networks and websites.

The BSOOB community outreach effort considers the limits of information exchange and the need to reach out to the following community-based organizations that work with LEP populations. Outreach includes:

- Community Action programs
- Independent Living networks
- Social Services departments
- Aging departments
- Work force development groups
- Translator networks
- York County Community Action
- Portland Metro Transit Services
- South Portland Transit Services

BSOOB Transit performs outreach in the form of questionnaires/surveys intended to obtain information on languages spoken, trends, program awareness and services offered. Further identified are the needs of LEP populations that are not being met and barriers to service use.

BSOOB Transit participates in the development of the coordinated plan to meet the specific transportation needs of seniors and people with disabilities, especially those with LEP needs. BSOOB's buses are accessible to persons with disabilities, but BSOOB has no data that suggests that seniors and people with disabilities are part of the LEP population.

BSOOB Transit has "I Speak" language identification cards available on its buses and at public meetings. Should the need arise, BSOOB can utilize several translation services at a cost of approximately \$50 - \$65/hour. However, during the past three years, there have been no LEP persons requesting the use of these services.

Factor 4: The resources available to BSOOB for LEP outreach, as well as the costs associated that outreach.

BSOOB is committed to assuring that resources are used to reduce the barriers that limit access to LEP populations to the best of our ability, and that information and services are disseminated to LEP persons in a timely manner. While BSOOB does not track these expenses of providing language assistance, ongoing monitoring of this task is constant. The BSOOB will continue to plan within its budget funding to meet compliance.

Planning activities include:

- Development of various public outreach documents
- Engaging institutions of higher learning like UNE and UMA-Saco

- Web site presence
- Training and customer service programs
- Planning department activities such as conducting public hearings
- Flexible schedules and timetables
- Regular meetings with local community

Assistance strategies include:

- First encounter planning when engaging an LEP individual
- User-friendly web presence
- Notification in applicable languages that meet the 5% or one-thousand-person threshold
- Identify vital materials for distribution
- Identify bilingual needs and look to address as applicable
- Identify translation services and technologies needed

As a result of preparing this Title VI Program update, BSOOB has realized that it needs to increase its efforts to locate LEP individuals and groups, and to better ensure that they know about the transit service and feel comfortable in using it.

BSOOB's outreach personnel will increase both the scope and level of effort of their outreach efforts with LEP populations. These efforts include providing meeting notices and service change announcements in multiple languages, and working with local groups advocating and representing LEP populations.

BSOOB will provide written instructions for all applicable employees who regularly interact with the public, about how to respond to and assist an LEP individual. The policy developed will look to ensure competent interaction through known obligations to allow for meaningful access to information, services and training.

Training:

- Upon being hired, Staff will receive this LEP plan explaining LEP policies and procedures;
- Staff having contact with the public will undergo training with regards to working effectively in-person and through interpreters;
- Mandatory training is required for front line staff at hiring and at refresher intervals determined by management. Training will further include the definition of a service area, programs and activities affected, LEP determinations and thresholds, types of LEP services that are available, and the importance of compassionate practices across all populations;
- State and Federal training programs and webinars will be mandatory to the extent they are practical;
- Best practices identified for engaging LEP populations will look to be collected on an on-going basis;

- This plan will be considered a living document that organizes the research, planning and other materials used to disseminate information to our staff, affected agencies and the public.

BSOOB issues its LEP policy and procedures to all front-line employees required to understand the integration of LEP individuals. This is performed under many different circumstances such as: orientation of new employees, training and customer service, during operations, at first encounter, etc.

BSOOB, having established services that can provide outreach, also has a responsibility to provide awareness of the availability of those services to the LEP populations. This is performed by publishing material (posted in applicable languages) for dissemination on vehicles, stop locations, transfer points, agencies of need, web presence, social networks, translators, community organizations, local media, newspapers, schools and colleges, community and religious organizations and other available outreach services.

Some locations of posting include:

- BSOOB website
- BSOOB vehicles
- Southern Maine Healthcare facility
- Shaw's Shopping Plaza
- Five Points Shopping Center
- Dollar Stores
- Quick Marts
- Human Services Agencies
- Community Organizations
- Places of Worship

Monitoring and changing the LEP Plan

BSOOB monitors outreach procedures on an ongoing basis through a systematic approach of feedback generated by questionnaires, surveys and census changes. Localized LEP population and feedback from community-based organizations that serve LEP communities also keep us apprised of their needs and changes.

BSOOB considers the information provided and makes changes to the language assistance plan as necessary with input from the population and their affected organizations. The plan otherwise is updated on a triennial basis (every 3 years).

Vital written documents include Title VI Complaint Form, Notice to Public, and other documents that provide access to services. Within the past three years, there have been no requests by LEP persons to have these documents provided in another language.

BSOOB provides notice to LEP persons about the availability of language assistance. BSOOB has "I Speak" language identification cards available on its buses and at public meetings. BSOOB also posts Title VI posters in its offices and at other prominent places.

BSOOB monitors, evaluates and updates the language assistance plan. On a yearly basis, BSOOB's Title VI Coordinator will review the Title VI plan in conjunction with Census data, FTA requirements, and any developments that would impact the plan including complaints and requests for language assistance services. Based on this review, BSOOB's Language Assistance Plan will be updated accordingly.

BSOOB will participate in LEP training sessions provided by MaineDOT at Maine Transit Association meetings and will also review on an annual basis MaineDOT's training document titled "How to Work with a Telephone Interpreter" and any other Title VI documents on MaineDOT's website.

All BSOOB staff and volunteers will be trained on Title VI. Training will include the following documents:

- Non-discrimination poster
- Title VI complaint form
- Complaint log
- LEP (Four Factor Analysis and Language Assistance Plan)
- Title VI brochure

Affidavits will be signed when training is completed and filed as part of the Title VI program documentation.

BSOOB will conduct on-board rider surveys, in part to discover LEP persons, their usage of the transit service, and any barriers that they may find in such usage.

BSOOB will survey its drivers, call takers and dispatchers to better understand the frequency with which LEP riders come into contact with BSOOB services. The survey will ask what language skills already exist among employees, the number and nature of encounters with riders or other community members where language is a barrier, and what type of needs or requests for assistance has been received from LEP customers.

BSOOB will have on call, a translation service for vital documents, such as:

- ADA overview
- ADA application
- Reduced fare information and application
- How to Ride Guide including fare information
- Title VI brochure
- Title VI complaint form
- General complaint form
- Public meeting announcements

BSOOB will also have on call an interpreter service when such assistance is requested for attendance at meetings, or to by call takers and by drivers when passengers need assistance.

BSOOB will work with the local school systems to help identify LEP families and to attempt to provide them with appropriate information and travel training on how to use the transit system.

Racial Breakdown of Non-Elected Advisory Councils

Decisions regarding policy, service changes, fares, operations and capital programs are made by a municipally appointment board of directors. BSOOB has a governing board of 9 members who are appointed by each of the three owner municipalities. The Governing Board has one board committee. All meetings are open to the public. The following chart lists the Board and other committees and their membership racial breakdown.

Board, Committee or Task Force	Caucasian	Latinx	African American	Asian American	Native American
BSOOB Governing Board	8	1	0	0	0
Finance Committee	3	0	0	0	0

It should be noted that while there is minimal racial diversity on the committee board of directors, which generally reflects the limited diversity of the region, there is an ongoing effort by BSOOB Transit to engage members of public who represent different cultural and economic demographics. BSOOB Transit staff will utilize customer and community engagement opportunities, as well as develop relationships with groups representing varied demographics, with a focus on identifying potential advisory members. As of the most recent update of this document, there are 5 women and 4 men who sit on the BSOOB Committee board.

Board of Director’s Resolution or Meeting Minutes Demonstrating that the Board Approved the Title VI Program

BSOOB’s Board of Directors approved this updated Title VI Program at a meeting on December 5, 2019. A record of the meeting minutes is provided as Attachment 2.

Narrative Describing Sub-recipient Monitoring

This is not applicable to BSOOB.

Facility Equity Analysis

During the past three (3) years, BSOOB did construct a major addition to its existing maintenance/office facilities. There was no Facility Equity Analysis conducted for this project, nor was one required due to the scope and type of project.

When BSOOB plans to construct or expand a facility, such as a vehicle storage facility, maintenance facility, transit hub or operation center, the agency will include a copy of the Title VI Equity Analysis conducted during the planning stage with regard to the location and impact of the facility. The following principles will be applied in the analysis:

- To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations
- To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process
- To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations
- To follow federal guidance provided in FTA Circular 4703.1 (August 2012)

Any construction projects funded through FTA programs will include an environmental justice analysis in the National Environmental Policy Act (NEPA) documentation as applicable.

Service Standards and policies include:

- Vehicle load:
The average of all loads during peak operating period should not exceed capacity which are shown here.

Fleet Type	Seated capacity	Total customers	Percentage
2002 MCI Coach	49	57	115%
2002 Orion	29	45	155%
2003 New Flyer	30	45	150%
2006 Blue Bird	32	48	150%
2008 Gillig	32	48	150%
2010 El Dorado	37	50	135%
2021 Hometown Trolley	31	46	150%
2021 Prevost Coach	51	58	115%

- Headways (frequencies)
BSOOB provides 75 minute frequency, scheduled to pulse from the Saco Transportation Center, on 2 service lines. The express service, Zoom, operators along the Maine Turnpike, with trips coordinated with peak demand.

- **On Time Performance**
BSOOB Transit has a goal to provide service with at least 85% reliability. A vehicle is considered on time if it departs a scheduled time point no more than 1 minute early and 5 minutes late.
- **Service availability**
BSOOB routes are based on ¾ mile buffer zones, so that 90% of riders can reach a transit stop. BSOOB distributes transit service to 5 communities, 3 of which are the owners (Biddeford, Saco and Old Orchard Beach).
- **Vehicle assignment policy:**
Bus assignments are standard across the spectrum. BSOOB doesn't have any bus shorter than 35 FT, Buses are assigned by service intervals. Buses are assigned to routes on a more or less permanent basis, based on availability and serviceability. Replacement buses will be assigned to all routes on an equitable and rotating basis. No route is favored over the other.
- **Transit amenity policy:**
Vehicles:
All transit vehicles will continue to have equal amenities such as air conditioning and bicycle racks. Vehicles are rotated on routes without regard to any other factors than the ones in the assignment policy.
Bus Shelters:
BSOOB has 4 shelters that have been operational for up to 7 years. These shelters are placed in areas of high ridership volume. Shelters are maintained and insured by BSOOB. A bus shelter maintenance policy is in development as we are a part of the PACTS region sign and shelter project. This project will investigate, and rank stops that need a shelter and will cover installation/removal of all shelters within the BSOOB operating area.

Contact

To request additional information on BSOOB's Title VI policy, or its efforts to comply with the Civil Rights Act of 1964, please contact:

Chad Heid, Executive Director
BSOOB Transit
13 Pomerleau Street
Biddeford, Maine, 04005
Phone: 207-282-5408
Email: cheid@bsoobtransit.org

ATTACHMENT 1

Title VI Complaint Form

Biddeford-Saco-Old Orchard Beach Transit Committee (BSOOB) is dedicated to ensuring that no person is excluded from participation or denied benefits of services on the basis of race, color or national origin, per Title VI of the Civil Rights Act of 1964 as amended.

Complaints must be filed within 180 days from the date of the alleged discrimination with the following information provided to assist in processing. If you require assistance in completing this form, please contact BSOOB by calling 207-282-5408. Return the completed form to:

Chad Heid, Executive Director
13 Pomerleau Street
Biddeford, Maine 04005
Phone: 207-282-5408 | Email: cheid@bsoobtransit.org

ATTACHMENT 2



Meeting Minutes or Resolution Demonstrating that the Board Approved the Title VI Program

Biddeford-Saco-Old Orchard Beach Transit Committee
Meeting Minutes
December 5, 2019
Saco Transportation Center Conference Room
4:00 PM

1. **Call to Order:** Vice Chair Alan Minthorn called the meeting to order at 4:04 PM.

2. **Members present:** Alan Minthorn, Kenny Blow, Louise Reid, Bette Brunswick, Denise Clavette, Greg Tansley (via telephone)

Auditors present: Casey Leonard and Parker Madden, Runyon Kersteen Ouellette

Staff: Tony Scavuzzo, Anne Austin, Craig Pendleton, Doug Morison

3. **Approval of the Minutes -**

Motion by Denise Clavette to approve the Meeting Minutes of October 24, 2019 as

written. Seconded by Kenny blow. No discussion. All were in favor. Passed unanimously.

4. **RKO – Audit Results** – Casey Leonard presented the audit results summary. The audit went very well this year.

Summary of Audit Results- Financial Statement Opinion – Unmodified

- Report Required by *Government Auditing Standards (GAS)*

- No Material Weaknesses

- No Significant Deficiencies

- Report Required by the Uniform Guidance

- Program Tested

- Federal Transit Cluster – 20.507

- No Findings

- Report Required by the MAAP

- Program Tested
 - Formula Grants for Rural Areas
 - No Findings

Parker Madden continued the audit presentation, reviewing net position graph, revenues, expenditures, revenue distribution, and expense distribution 2019 versus 2018 graphs.

Casey Leonard reviewed two minor recommendations in the Letter to Management. Trivial to compliance audit.

Motion by Louise Reid to accept the audit for FY 2019 as presented by Runyon Kersteen and Ouellette. Seconded by Kenny Blow. All were in favor. Passed unanimously.

5. **Financials** – Doug Morison, Finance Manager, reviewed the October 2019 financials. Former Finance Manager, Curt Koehler had prepared the financial memo prior to his November departure.

As of October 31, total revenues were \$84,000 ahead of last year but the percentage is quite different due to the magnitude of this year's budget, above last year. Municipal contributions, up by \$75,000, accounting for most of this increase. There is nothing alarming in revenues at this point.

Total expenditures were \$142,000 higher than last year. Personnel costs were up by \$109,000, mostly from wage and benefit cost increases, not additional employees. Fuel costs were about even, year to year, but should be decreasing as we are now into our lower-priced contract. There have been several costly repairs to some of our aged fleet this year. That is beyond our control and we cannot wait to get going with purchasing the new buses that for which we have been approved.

Our effective cash position is lower than last year. I see no concrete reason for this other than cash flow. Receivables were up by almost \$40,000. Fixed assets value were reduced from a year ago by \$369,000, the result of transactions last year, but after October.

6. **Executive Director's Presentation** – Tony Scavuzzo, Executive Director, gave his presentation, highlighting progress to date, fare box update, and funding challenges.

Progress-

- Triennial audit was successful. Preparing feedback to close all loops and respond to FTA contractor (DMP Group).
- December agency wide meeting in progress (yesterday and tomorrow). Sharing information and obtaining feedback are main goals.
- Circled back with City/Town Managers and entering city council workshops post

election to stay visible and provide updates on progress to each municipality.

- Planning a “Transit Summit” in early 2020 to spend more time discussing current state of BSOOB Transit, funding challenges and create direction to move forward toward. Plan on one-half to one full day. Details, date & times TBD.
- Awarded 5339 grant (\$880,000) from FTA which will be used to replace four trolleys. 20% local match is coming from MEDOT.
- Title VI document approval.
- Benefits update - Health insurance increase of 6.4%. Company will cover 50% of increase. HRA will stay at 85%. Vision Insurance will be added.

Project update –

Wifi on board - U.S. Cellular is our choice after demos with AT&T and Verizon. Wanted our business. Got 80% government discount and unlimited data with no overage charges. Will drive new technology and future on board video.

Automated Vehicle Locator (GPS) – UniteGPS is our choice. Will have fleet view of all buses via web app available for viewing online, smart phone and plan for screen at STC.

Electronic Fare collection – Discussing financial and operations specifics. Have plan for where readers will be installed on board. Working on marketing new way to pay and educating riders and current partners on options. Want everyone we can get in electronic fare box.

Electric buses – Pantograph (on route charger) technology may not be ready to install by December 2020. Project timeline is at risk. Thinking about alternatives to keep Dec 2020 delivery.

Funding challenges –

- Presenting a balanced budget is a big deal given the road to get here.
- Have not had the money to grow and progress as a 21st century transit organization should.
- Evolved to a point where we potentially could have 12 new vehicles in next 2-3 years and new age technology to accompany (AVL, electronic fare box, wifi on all buses etc.)
- Will mean new expenses to support these services to keep up with industry standards.
- Plan to increase municipal share to \$200K from \$165K next fiscal year.
- This is mission critical to replace the loss of MTA funding (\$130K/year).
- They do not want to support operations any longer, only capital improvements
- Both Portland connections also face potential changes which would greatly effect their existence.

6. (a.) Approval of Biddeford-Saco-Old Orchard Beach Transit's Title VI –

Motion by Kenny Blow to approve the Biddeford-Saco-Old Orchard Beach Transit's Title VI Program as presented by designated Title VI Coordinator Anthony Scavuzzo, Executive Director. Seconded by Denise Clavette. All were in favor. Passed unanimously.

7. **Adjournment – Motion by Denise Clavette to adjourn meeting. Seconded by Kenny Blow. Meeting adjourned at 5:35 pm.**

Respectfully submitted by:
Anne Austin

TITLE VI

TITLE VI PROGRAM UPDATE JUNE 1, 2022 – MAY 31, 2025

Effective: December 26, 2012
Revised: March 2016
Approved: July 22, 2019
Revised: December 2016
Revised: June 2019 / Approved: July 2019
Revised: February 2022
Approved: March 2022



CITY OF BANGOR

*Community Connector
475 Maine Ave
Bangor, Maine 04401
207-992-4670
www.bangormaine.gov*

Title VI Coordinator Contact Information

Laurie Linscott, Superintendent, Community Connector, 475 Maine Avenue, Bangor, Maine, 04401, 207-992-4672 and email: laurie.linscott@bangormaine.gov. Additional information relating to nondiscrimination can be obtained from the Title VI Coordinator.

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INTRODUCTION

City of Bangor Community Connector Commitment to Civil Rights

Title VI of the Civil Rights Act of 1964 as amended prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (FTA) 42 U.S.C. Section 2000d).

This update of City of Bangor Community Connector Title VI program has been prepared to ensure that the level and quality of Community Connector fixed route and ADA paratransit services are provided in a nondiscriminatory manner and that the opportunity for full and fair participation is offered to the riders and other community members. Additionally, through this program, Community Connector has examined the need for services and materials for persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. As a direct recipient of Federal Transit Administration (FTA) funds, the City of Bangor Community Connector, is required to submit a Title VI Plan to the FTA Region 1 office every three years.

City of Bangor Community Connector (all Federal agencies) are to examine the services they provide, identify any need for services to those with limited English proficiency, and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

Executive Order 13116

Under the Civil Rights Act of 1964, and as a recipient of Federal funding under the programs of the Federal Transit Administration (FTA) of the US Department of Transportation (US DOT), Community Connector has an obligation to ensure that:

- The benefits of its' bus services are shared equitably throughout the service area;
- The level and quality of bus services are sufficient to provide equal access to all riders in its service area;
- No one is precluded from participating in Community Connector service planning and development process;
- Decisions regarding service changes or facility locations are made without regard to race, color, or national origin and that development and urban renewal benefitting a community as a whole not be unjustifiably purchased through the disproportionate allocation of its adverse environmental and health burdens on the community's minority population; and
- A program is in place for correcting any discrimination, whether intentional or unintentional.

This program contains all of the elements required of a transit provider operating in an urbanized area of 50,000 or more in population and operating less than fifty vehicles in peak service. It supersedes Community Connectors' Title VI Program of 2019 and is effective 2022. It has been prepared using data from the most U. S. Census.

In accordance with 49 CFR section 21.7 (a), every application Community Connector submits for financial assistance to FTA must be accompanied by an assurance that Community Connector will carry out the program in compliance with the Department of Transportations' Title VI regulations. This requirement is fulfilled when Community Connector submits its annual certifications and assurances (C&A) to FTA. Community Connector maintains a hard copy of the signed C&A's on file with signatures from its City of Bangor Legal and City Manager. Those assurances are uploaded into FTA's Transit Award Management System (TrAMS) software.

Community Connector does not contract with sub recipients and therefore does not collect C&A's from any other providers.

GENERAL REQUIREMENT

FTA requires that each grantee notify the public of its rights under Title VI and include the notice and where it is posted.

Notice to the Public:

Community Connector alerts its passengers and other community members of their Civil Rights and complaint process under Title VI using the following:

The short notice will be included in documents with:

- Signage on Community Connector ADA Paratransit Vans;
- Signage on Community Connector Fixed Route Buses;
- Signage on Service Brochure and System Timetable

City of Bangor Community Connector Title VI Short Notice

The Community Connector operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the 1964 Civil Rights Act. To find out more about our nondiscrimination obligations, to file a complaint, or to request this information in another language, please contact us at 207-992-4670.

The long notice will be prominently and publicly displayed at:

- City of Bangor website available on the "Title VI" section of the Community Connector page www.bangormaine.gov/titlevi
- Signage at the Community Connector Transit Center and Administration Office
- Additionally, specialized training or assistance is provided to disabled or visually impaired customers upon request

City of Bangor Community Connector

Title VI Long Notice

City of Bangor Community Connector operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the 1964 Civil Rights Act. Any person who believes that she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with our agency.

Any such complaint must be in writing and filed with this agency within 180 days following the date of the alleged discriminatory occurrence. For information on our nondiscrimination obligations or how to file a complaint, please contact Community Connector by any of the methods listed below.

City of Bangor Community Connector

475 Maine Ave. Bangor, Maine 04401

Phone: 207-992-4670 Fax: 207-945-4992

Email: community.connector@bangormaine.gov

If you need the notices in another language please contact us.

YOUR CIVIL RIGHTS

City of Bangor Community Connector operates its program and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Community Connector. For more information on Community Connector civil rights program and the procedures to file a complaint, please contact 207-992-4670; email community.connector@bangormaine.gov or visit our administrative office at 475 Maine Ave., Bangor, Maine 04401, from 8am to 4pm Monday through Friday. A complainant may file a complaint directly with the Federal Transit Administration (FTA) by filing a complaint with the Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590. For more information about City of Bangor Community Connector programs and services, visit www.bangormaine.gov. If information is needed in another language, please call 207-992-4670.

TITLE VI COMPLAINT PROCEDURE

Any person who believes they have been discriminated against on the basis of race, color, or national origin by the City of Bangor Community Connector (hereinafter referred to as “the agency”) may file a Title VI complaint by completing and submitting the agency’s Title VI Complaint Form. **See Appendix A.**

How do you file a complaint?

The form is available on the City of Bangor Community Connector website at www.bangormaine.gov/communityconnector or you may request a copy by writing or phoning Community Connector at 475 Maine Ave. Bangor, Maine 04401 or call 207-992-4670. You may file a signed, dated and written complaint by email to community.connector@bangormaine.gov, or mail to the address above.

How will your complaint be handled?

Civil rights complaints should be filed immediately. City of Bangor Community Connector, Title VI Coordinator will investigate complaints received no more than 180 days after the alleged incident. The Community Connector, Title VI Coordinator will process complaints that are complete. Once a completed complaint is received, the Title VI Coordinator will review it

to determine if Community Connector has jurisdiction. The complainant will receive an acknowledgement letter informing them whether or not the complaint will be investigated by City of Bangor Community Connector.

Community Connector has 30 days to investigate the complaint. If more information is needed to resolve the case, the Title VI Coordinator may contact the complainant. The complainant has 30 business days from the date of the letter to send requested information to the Title VI Coordinator (investigator) assigned to the case. If the Title VI Coordinator (investigator) is not contacted by the complainant or does not receive the additional information within 30 business days, Community Connector can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After an investigation is complete, the Title VI Coordinator will issue one of two letters to the complainant, a closure letter or a letter of finding (LOF). A closure letter summarizes the results of the investigation, and states that there was not a Title VI violation and that the case is closed. A LOF summarizes the findings and advising of any corrective action to be taken as a result of the investigation.

If a complainant disagrees with the Title VI Coordinator's determination, they may request reconsideration by submitting a request in writing to City of Bangor City Manager's Office within seven (7) days after the date of City of Bangor Community Connector letter, stating with specificity the basis for the reconsideration.

The City of Bangor City Manager's Office will notify the complainant of the decision either to accept or reject the request for reconsideration within 10 days. In cases where reconsideration is granted, the City Manager's Office will issue a determination letter to the complainant upon completion of the reconsideration review.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590. If information is needed in another language, then contact City of Bangor Community Connector at 207-992-4670.

COMMUNITY CONNECTOR TITLE VI INVESTIGATIONS

There have been no Title VI investigations, complaints or lawsuits filed with the agency during the past two calendar years. In the event that there are any investigations, complaints or lawsuits in the future, Community Connector will document these incidents electronically recording the date, summary, status and action(s) taken.

RECORD KEEPING

The Title VI Coordinator shall maintain permanent records which include, but are not limited to, copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations. As of the writing of this program, there are no service complaints pending which allege discrimination on the grounds of race, color, national origin or any other form of discrimination.

TYPE	DATE (Month, Day, Year)	SUMMARY (include basis of complaint: race, color, or national origin)	STATUS	ACTION(S) TAKEN
Complaints				
Investigations				
Lawsuits				

COMMUNITY CONNECTOR PUBLIC PARTICIPATION PLAN

Community Connector's Public Participation Plan (PPP) has been prepared to ensure that no one is precluded from participating in Community Connector's service planning and development process.

Community Connector has developed a public participation plan to encourage and guide public involvement efforts and enhance access to Community Connector's decision-making process by minority and Limited English Proficient (LEP) populations.

Community Connector will use its public participation plan when considering fare changes, route modifications, and service reductions. Community Connector's Public Participation Plan is attached in **Appendix B.**

PUBLIC PARTICIPATION PROCESS

Outreach Efforts

City of Bangor Community Connector has actively sought interactions and input with and from the public on a regular basis, without regard to race, color or national origin including languages spoken.

Community Connector has identified several points of interaction between staff and the public. These interactions are through public meetings, university orientation sessions, public outreach, public surveys, and displayed materials.

These outreach efforts are aimed at helping organizations with LEP populations and the general public understand the transit services provided by Community Connector and allowing engagement with organizations all over the service area.

FTA requires that the Title VI program include a public participation plan that includes an outreach plan to engage minority and limited English proficient (LEP) populations. The plan may include other constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others. Other participation methods include open council meetings, council meetings of cities that provide local funding, advisory committees, public involvement efforts for transportation services, passenger surveys, marketing efforts, such as trade show booths, presentations or workshops to service other organizations.

While all of the meetings are open to the public, some of the meetings are focused on smaller groups with a unique interest.

Community Connector also makes available one-on-one training to help passengers learn how to navigate the transit system through the volunteer Bus Ambassador program. Community Connector has provided training to the Bus Ambassadors on Title VI. This opportunity is great for the LEP population since it provides one-on-one training and the time to really explain how our transit system works.

COMMUNITY CONNECTOR LEP ANALYSIS AND PLAN

In order to ensure meaningful access to programs and activities, Community Connector uses the information obtained in a Four Factor Analysis to determine the specific language services that are appropriate. This analysis helps Community Connector to determine if it communicates effectively with LEP person and informs language access planning.

Under guidance from the U.S. Department of Transportation, Community Connector is obligated to determine the extent of its obligation to provide LEP services to its transit-dependent population. This determination must be based on an analysis of four factors:

LEP refers to person for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U. S. Census that they speak English less than very well, not well, or not at all.

The Four Factor Analysis

- *The number or proportion of LEP persons who may be serviced or are likely to encounter a Community Connector program, activity or service;*
- *The frequency with which LEP persons come in contact with Community Connector programs, activities, or services;*
- *The nature and importance of Community Connector programs, activities, or services to the LEP population; and*
- *The resources available to Community Connector for LEP outreach, as well as overall costs to provide LEP assistance.*

Limited English Proficient (LEP)

Factor #1: The Number of LEP Persons in Service Region

The first step toward understanding the extent of the LEP population in Community Connector's service area is a review of Census data. The data for this review is derived from the United States Census Bureau web portal data from the 2019 American Community Survey 5-Year Estimates. The analysis of Census data shows that the number and percentage of persons who speak English less than "very well" within four major groups in each of the six municipalities served by Community Connector falls below the safe harbor provision of 1,000 person or 5% threshold. Also, Community Connector utilizes surveys of the Universities and Colleges in our service area to understand the number and percentage of students, faculty and staff who speak English less than "very well." This is because the largest diversity for our area comes from the local colleges and universities.

SAFE HARBOR PROVISION

DOT has adopted DOJ's Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding translation of written materials for LEP populations. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. These safe harbor provisions apply to the translation of written documents only.

Due to the Covid 19 Pandemic all five colleges and universities within our service area have been doing online classes with very little in class room instruction. Very few faculty and staff have been working on campuses. Ridership for all colleges and universities has been substantially lower than normal. Over the next few years in class instruction is unknown and online classes will continue for some colleges and universities.

Table 1							
Summary of Limited English Proficiency (LEP) Persons 5 Years and Older							
Community Connector Service Area							
Municipality	Total Persons	5 % Threshold	Persons Speaking English less than "very well"				Total
			Spanish	Other Indo-European Languages	Asian and Pacific Island Languages	Other	
Bangor	32,095	1605	37	39	0	0	76
Brewer	9090	455	0	0	0	0	0
Hampden	7352	368	0	0	0	0	0
Old Town	7474	374	0	0	0	0	0
Orono	9541	477	0	12	35	12	59
Veazie	1999	100	0	4	0	0	4
Total	67551	3379	37	55	35	12	139
Universities and or Colleges	Total Students Enrolled and Facility/ Staff	5 % Threshold	Spanish	Other Indo-European Languages	Asian and Pacific Island Languages	Other	Total
University of Maine	11,404 +2689 = 14093	705	0	0	0	702	702
Eastern Maine Community College	2396 + 314=2710	136	0	0	7	8	15
Beal University	272 +50 =322	16	0	0	0	0	0
Husson University	3762	184	0	0	0	72	72
UMA Bangor	745	37	0	0	0	0	0
Total	21632	1078	0	0	7	782	789

Source: U.S. Census Bureau, 2019 American Community Survey and The Individual College/University Responses from 2021

In addition to the analysis of census data, Community Connector has contacted the five colleges and universities within its service area and determined that the inclusion of LEP populations at these institutions does not increase any language group above the 1,000 person or 5% threshold. Even if it is assumed that each international student is an LEP individual, the LEP populations at these institutions are well below the safe harbor threshold, except for UMaine which is close to the threshold of 5%. UMaine has a 5% threshold of 705, the international population is 702, however, UMaine doesn't have statistics on LEP population, only international students many of whom are known to speak English as a second language. UMaine does not have records available regarding the LEP status of each student.

It should be noted that some of the schools were not able to provide information detailing the specific languages spoken by its international students. Husson University, along with UMaine, require International English Language Testing System (IELTS) and Test of English as Foreign Language (TOEFL) scores for its international students, which indicated that no individual's English proficiency was below the intermediate/fair range. Husson and UMaine asserted that it requires international applicants to submit official copies of IELTS or TOEFL scores that indicate English competency. Additionally, Husson stated that it has a bridge program for any LEP students, which prepares them to take courses at the University.

Further, it should be noted that the University of Maine at Augusta (UMA) was unable to provide any information concerning LEP populations at its Bangor campus. UMA requires all applicants whose native language is not English to submit an official IELTS or TOEFL score indicating English proficiency.

Community Connector will continue to collaborate with the colleges and universities in its' service area to monitor any changes in the LEP populations at these institutions. Community Connector concludes that the LEP population is less than 5% of the service population and that does not require us to provide written materials in any language but English.

City of Bangor Community Connector is committed to ensuring that no person(s) is excluded from participating in or denied the benefits of Community Connector services, due to a limited ability to read, write, speak or understand English. If you need any assistance please contact the Title VI Coordinator.

Factor #2: The Frequency of LEP Use

There are a large number of places where Community Connector passengers and members of the LEP population may come into contact with the Community Connector services including the use of fixed route and paratransit, calls to dispatch, and outreach materials. An important part of the development of the Language Access Plan is the assessment of major points of contact, including:

- Use of the bus service (on-board signage, announcements and driver language skills)
- Communication with dispatch
- Buying Bus passes and tickets locations
- Printed outreach materials
- Web-based outreach materials
- Public meetings
- Paratransit reservations agents
- Local news media
- Automatic on-board buses announcements and
- Service related posters at the soon to be Transit Center

To better understand the frequency with which LEP passengers come into contact with Community Connector services, Community Connector conducted an internal survey with the transit operators and staff. The survey tool was aimed at determining what language skills already exist among Community Connector employees and the number and nature of encounters with passengers or other community members where language has been a barrier. Community Connector distributed a LEP survey to its transit drivers and dispatchers. The first question asked employees as if they could communicate in a language other than English, and if so, what language or languages. The Community Connector employees speak 3 different languages; Spanish, Russian, and Italian, two employees reported they would willingly serve as translator when needed. 12 of 27 transit operators returned the survey. The survey also showed that transit operators come in contract with LEP passengers less than monthly.

Community Partners

As part of this assessment the Community Connector surveyed all five of the municipal partners to assess the extent to which they come into contact with LEP populations. Community Connector asked the partners to estimate the percent of clients they interact with who would have LEP using a questionnaire. The municipalities did report they do encounter LEP populations at their municipal offices, however, the persons can speak enough English to be helped. The municipalities reported that they do not translate any documents. It was also reported that some staff can speak Spanish and American Sign Language. It was understood that everyone who needs services can speak or write English enough to be helped.

Factor #3: The Importance of the Community Connector Service to Peoples' Lives

Access to services provided by Community Connector, both fixed route and ADA paratransit, are critical to the lives of many in the region. Many depend on Community Connector fixed route services for access to jobs and essential community services like schools, shopping and medical appointments. Riders eligible for service under the ADA require service for the same reasons. Because of the essential nature of the services, and the importance of these programs in the lives of many of the region's residents, there is a need to ensure that language is not a barrier to access.

The Community Connector is the only public transportation for people in wheelchairs or people that do not own vehicles within the urbanized area. At this point in time, the Community Connector system has limited interaction with LEP population. The colleges and universities would be the leading place to interact with this population as they all require the incoming students to have intermediate/fair range in English proficiency. Even if it is assumed that each international student is an LEP individual, the LEP populations at these institutions are below the safe harbor threshold.

Factor #4: The resources available and overall costs to provide LEP outreach

Community Connector has limited resources available to improving access to its services and programs for LEP persons. The cost predominantly associated with translation services are extremely high and are difficult to find in our service region.

Community Connector will provide notice to LEP persons about the availability of language assistance on the buses, at the Community Connector office and on our website. In addition, Community Connector will ask if language assistance is needed when conducting public meetings.

Community Connector has reached out to Literacy Volunteers of Bangor and will work with them to improve the access to our services and programs for LEP Persons. This will be an on-going relationship and together we will understand more of the needs in our service area.

Community Connector has also reached out to Multicultural Center of Bangor for their expertise on this topic and we look forward to working with them.

LANGUAGE ASSISTANCE PLAN

OUTCOME

Per FTA regulations, notices detailing Community Connector's Title VI obligations and complaint procedures should be translated into languages other than English, as needed and consistent with DOT LEP Guidance and Community Connector's language assistance plan.

At the date of this Title VI Program update, no LEP populations in our service area met the Safe Harbor threshold of 1,000 individuals for a particular language therefore, the only language notices are provided in is English.

The safe harbor provision applies to written documents only, and does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where such services are needed and reasonable.

Based on the four-factor analysis, Community Connector developed its LEP Plan based on this information. Community Connector does not translate vital documents into other languages in paper form. The City of Bangor Community Connector continues to provide meaningful access to its' transit service, programs, and activities through its' website www.bangormaine.gov and the public can translate this notice and others via Google translate. Community Connector will also post Title VI posters at the Administrative Office and at other prominent places. Community Connector will offer videos on their website to explain how to ride the bus and how to read the schedule with voice and closed caption options.

OVERSIGHT

Community Connector staff will ensure compliance with Community Connector's Title VI Program, to include the Public Participation Plan, Language Assistance Plan and the other community outreach efforts. The Community Connector's Title VI Coordinator will review the Title VI Program, FTA requirements, and any developments that would impact the plan including complaints and requests for language assistance services. Based on this review, Community Connector's Language Assistance Plan will be updated accordingly.

TRAINING

Community Connector employees will be trained on the Title VI Policy and Complaint Procedures when they are hired and whenever the policy is updated (every three years). Staff is instructed of the resources available to them to interact with an LEP person and what to do if difficulties arise with communications. The full Title VI Program will be available on the Community Connector website www.bangormaine.gov/titlevi.

CONTRACTORS, SUBCONTRACTORS AND VENDORS

All contractors, subcontractors, and vendors who receive payments from Community Connector where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended. Written contracts shall contain non-discrimination language, either directly or through the bid specification package which is an associated component of the contract.

TITLE VI ANALYSIS FOR FACILITY CONSTRUCTION

Community Connector has not constructed a facility in the last three years. However, Community Connector is currently constructing a new transit center on City property. The construction of the new transit center is being built at the same location as the old bus depot. The transit system will operate the same as it has done in the past, no changes to routes and or schedules. Construction of any such facility will require a Title VI analysis with regards to the location of the facility and the requirements in the FTA Circular 4702.1B.

DECISION MAKING BODIES

ELECTED COUNCILS

According to FTA Circular 4702.1B, recipients that have a transit-related, non-elected planning boards, advisory councils or committees, or similar bodies, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees or councils.

Community Connector is governed by the Bangor City Council, an elected body consisting of nine members. The racial breakdown of the City Council is not collected.

NON-DECISION-MAKING WORKING GROUPS

Community Connector also works with two working groups - the Municipal Partners and Transportation for All (TFA). The Municipal Partners group are stakeholders that pay the City of Bangor for their transit service. Transportation for All is a group of bus riders, clergy, bus drivers, and supporters working for a strong bus system. The two groups meet separately to discuss routes, schedules and other topics important to the community and our passengers and contribute valuable ideas to Community Connector planning and operations.

Additionally, matters may be referred by both the City of Bangor or City of Bangor Community Connector staff to the City of Bangor's Advisory Committee on Racial Equity, Inclusion, and Human Rights for review and recommendation to the Community Connector.

SERVICE STANDARDS AND POLICIES

To prevent discriminatory service design or operation, the FTA Circular 4702.1B requires transit agencies to set system-wide standards and policies regardless of the size of population they serve or the number of buses operated within peak-hour service. System-wide service standards are required for the following criteria: vehicle load, vehicle headway, on-time performance and service availability.

VEHICLE LOADS

The average of all loads during the peak operating period should not exceed the vehicles' achievable capacities, as shown in the table below. Vehicle load is expressed as the ratio of passengers to the total number of seats on a vehicle.

Bus Type	Vehicle Load Standard		
	Seated Capacity	Total Customers	Percentage
5-2011 Gillig 35 ft	31	54	1.74%
1-2004 Gillig 30 ft	29	41	1.44%
4-2003 New Flyer 35 ft	30	53	1.77%
2-2017 Gillig 29ft	28	40	1.43%
2- 2018 Gillig 29ft	28	40	1.43%
8- 2019 Gillig 29ft	28	40	1.43%

VEHICLE HEADWAY (FREQUENCY)

Vehicle headway is the amount of time between two buses traveling in the same direction on a given route. Community Connector buses are scheduled with a variety of frequencies based generally on demand. Routes are schedule in 30- and 60-minute frequencies. Community Connector will also consider a number of factors, including contract financial support, cost, ridership productivity, and the density of transit population densities and activities.

The Community Connector provides service every 30 minutes on four of the routes (Capehart, Center Street, Hammond Street, Black Bear Orono Express) and every 60 minutes on the remaining routes for regular service only, as shown in the table below.

Route	Weekday Headway	Saturday Headway
Capehart	30 minutes	30 minutes
Hammond Street	30 minutes	60 minutes
Center Street	30 minutes	60 minutes
Black Bear Orono Express	30 minutes	N/A*
Brewer South	60 minutes	60 minutes
Brewer North	60 minutes	60 minutes
Hampden	60 minutes	N/A*
Mall Hopper	60 minutes	60 minutes
Old Town	60 minutes	120 minutes
Stillwater	60 minutes	60 minutes
Mount Hope	60 minutes	60 minutes

* The Hampden Route and Black Bear Orono Express does not operate on Saturday.

ON-TIME PERFORMANCE

Among the most important service standard for riders is on-time performance or adherence to published schedules.

- A transit vehicle is considered on time if it departs a scheduled time-point no more than 2 minutes early and no more than 5 minutes late.
- The Community Connectors' on-time performance objective is 90% or greater.

Ninety-five percent (95%) of Community Connector transit vehicles will complete their established runs no more than 5 minutes late in comparison to the published timetables. The exception will be inclement weather, such as a major snowstorm or any road detours. Community Connector continuously monitors on-time performance.

SERVICE AVAILABILITY - ACCESS TO THE BUS

Community Connector distributes transit service in a way that 95% of all residents in the City of Bangor's urbanized area are within a ¾ mile walk of bus service.

Community Connector distributes transit service to other communities on a contract basis. The extent of service is based on the amount of financial support from these communities, as well as federal and state financial support. Service to residents in the urbanized area of these communities within a ¾ mile walk of bus service is Brewer, Hampden, Orono, Veazie, and Old Town.

Service Accessibility is given to Hospitals/Medical Centers, Colleges/Universities/Schools, Shopping Centers, and Social Service/Government Centers. Consideration is given to new markets as demand warrants and resources are or become available.

VEHICLE ASSIGNMENT POLICY

Bus assignments consider the operating characteristics of buses of various lengths and loading capacity that are matched to the operating characteristics of the route. Routes with lower ridership may be assigned smaller buses with lower loading capacities. Buses are replaced on a rotating basis based on bus conditions and useful life benchmark (ULB). Replacement buses will thus be assigned to all routes on an equitable, rotating basis such that no route will be favored by newer buses.

TRANSIT AMENITIES

Vehicles

All transit vehicles will continue to have equal amenities, such as air conditioning and bicycle racks. Vehicles are randomly rotated on routes, except routes that have lower/higher ridership demand or route geometrics may require a different size. Currently, the fleet is made up of two bus manufacturers and two sizes.

Bus Shelters and Bus Stops

Community Connector is a flag stop system. Community Connector has hired a consultant to write a new Bus Stop Policy. The Bus Stop Policy and Design Guidelines is in draft form and is expected to be approved in late 2022. Please see [Appendix D](#).

<https://www.bangormaine.gov/busstop>



CITY OF BANGOR

DISCRIMINATION COMPLAINT FORM
Community Connector Title VI

Section I:				
Name:				
Address:				
Telephone (Home):			Telephone (Work):	
Electronic Mail Address:				
Accessible Format Requirements?	Large Print		Audio Tape	
	TDD		Other	
Section II:				
Are you filing this complaint on your own behalf?			Yes*	No
*If you answered "yes" to this question, go to Section III.				
If not, please supply the name and relationship of the person for whom you are complaining:				
Please explain why you have filed for a third party: _____				
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.			Yes	No
Section III:				
I believe the discrimination I experienced was based on (check all that apply):				
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin				
Date of Alleged Discrimination (Month, Day, Year): _____				
Please explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved and as much detail as possible, including the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please attach any number of pages to this form.				

Section IV		
Have you previously filed a Title VI complaint with this agency?	Yes	No
Section V		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check all that apply: <input type="checkbox"/> Federal Agency: _____ <input type="checkbox"/> Federal Court _____ <input type="checkbox"/> State Agency _____ <input type="checkbox"/> State Court _____ <input type="checkbox"/> Local Agency _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:		
Title:		
Agency:		
Address:		
Telephone:		
Section VI		
Name of agency complaint is against:		
Contact person:		
Title:		
Telephone number:		

You may attach any written materials or other information you believe relevant to your complaint.
 Signature and date required below.

Signature Date

Please submit this form in person at the address below, or mail this form to:
 City of Bangor Community Connector
 475 Maine Avenue
 Bangor, Maine 04401

This form may also be submitted via email to:
community.connector@bangormaine.gov



CITY OF BANGOR

COMMUNITY CONNECTOR

PUBLIC PARTICIPATION PROCESS

Fare Increases/ Service Reductions
Route Modifications/ Public Outreach

Bangor, Maine

Approved June 2016 – Updated February 2022

GENERAL PURPOSE

Pursuant to FTA Circular. 9030.1E & 4702.1B City of Bangor. Operator of Community Connector, has adopted the following policy governing public participation for increases in basic fare structure, major service reductions, route modifications, and public outreach.

Public participation is a necessary and integral part of transit's planning process. The public participation process will provide early and continuing involvement: clear, accurate, and timely information: full public access to citizens, public agencies, and segments of the community affected by transportation plans.

The public participation process will actively seek public input through a variety of techniques: which include media relations (newspaper, television, radio etc.), public notices, public informational meetings, appropriate comment periods, surveys, workshops, public hearings, and input from local member governments and their appointed committees.

This document contains the Community Connector public participation process that will be followed. Sometimes things are out of our hands and this policy would not be followed during a pandemic and or during a driver shortage. FTA is aware of both situations and both situations are seen as temporary.

DEFINITION

1. Fare Increase is defined as an increase in the basic fare structure. Fare decreases are specifically excluded.
2. Major Service Reductions are defined as decreases in service that represent a net loss of three (3%) percent of total service miles or hours.
3. Route Modifications are defined as a change in any fixed-route transit service that change three (3%) percent of the total inbound and outbound trip mileage of a route.

IMPLEMENTING PROCEDURES

CALCULATION OF SERVICE MILES/HOURS REDUCTIONS

In determining whether this procedure applies to a specific service reduction, the Community Connector shall calculate and compare the total current service miles or hours to the proposed estimated total service miles or hours to be provided after reduced service would be implemented.

FARE INCREASE

The Community Connector shall receive public comment on any proposed fare increase prior to implementation. Any increase in fares shall be recommended by Community Connector before presented and reviewed by the City Bangor's Government Operations Committee who may recommend to the Bangor City Council for final approval. Majority vote is required for approval. The Community Connector reserves the right to have potential changes reviewed by additional working group/committees.

SERVICE REDUCTIONS

A major service reduction shall be any reduction in service miles or hours exceeding three percent (3%) of the total service miles or hours provided. Any major service reduction shall be reviewed and recommended by the Community Connector before being presented and reviewed by the City of Bangor's Government Operations Committee who may recommend to the Bangor City Council for final approval. Majority vote is required for approval. The Community Connector reserves the right to have potential changes reviewed by additional working group/committees.

ROUTE MODIFICATIONS

A route modification shall be a change to any fixed-route transit service affecting three percent (3%) of the total inbound and outbound trip mileage of a route.

Route and/or schedule modifications may occur due to the following but is not limited to:

- Public recommendations or complaints
- Employee/operator recommendations or complaints
- On-time performance
- Overcrowding of the bus
- Driver shortage
- Community Connector Staff recommendations

Route modifications are reviewed by Community Connector, whose recommendations shall be presented to the City of Bangor's Government Operations Committee for potential approval. The Community Connector reserves the right to have potential changes reviewed by additional working group/committees.

Notices

A public hearing for fare increases and major reductions shall be advertised in a daily publication of general circulation at least thirty (30) days prior to conducting such hearing and it shall be held at one or more locations that is accessible to all interested persons including persons with disabilities and easily accessed by public transportation. In addition to the advertisements, notices will be posted

on-board fixed-route and paratransit vehicles showing when and where the meeting will take place at least thirty (30) days in advance of the scheduled public meeting date.

An explanation of the content, including the date, time, and location of the meetings, will be published with the instructions for submitting comments, contact information and due date for questions or additional information, and a note regarding where to find additional information on the website, www.bangormaine.gov/communityconnector

The public meeting notice will be published in the legal section of at least one major newspaper with one display advertisement per major newspaper, including publications serving smaller communities.

Notices will also be provided to neighborhood associations and announcements will be made on local radio stations. Such notices will also be included on Community Connector website at www.bangormaine.gov/communityconnector.

PLANS, MAPS, OR PROGRAMS

Community Connector will make efforts to include maps, photos, or other visual tools to aid in the assisting passengers in understanding the proposed changes. When transit plans, maps, or programs are proposed to change, copies of the existing document and proposed changes will be made available at least thirty (30) days in advance of the scheduled public hearing date at the Community Connector Transit Center (once online) and Community Connector Office, as well as on website at www.bangormaine.gov/communityconnector.

OUTREACH EFFORTS

In addition to receiving public comments from and educating those already interested and involved, Community Connector will provide outreach to the community including efforts to involve minority and LEP populations in public participation activities. Innovative and creative strategies will be implemented by the Community Connector to reasonably assess the general public sentiments and to solicit helpful public input while educating those individuals unaware of the services provided by the Community Connector. Some examples of outreach efforts include interaction with neighborhood associations, schools, social service agencies, and presentations to community civic groups.

Community Connector intends to collaborate with the Literacy Volunteers of Bangor and the Multicultural Center to further our outreach efforts.

PUBLIC MEETINGS

The Community Connector makes an effort to ensure that scheduling and locations are accessible to the public (this includes location(s) near public transportation, a reasonable time accessible by bus, as well as an accessible building or room for individuals with disabilities).

Public information meetings will be held at various locations to inform the public of the planning process, solicit ideas, input, and feedback. At least one meeting will take place in the evening and/or on a weekend to accommodate those with traditional work schedules to attend. At least one meeting will be held during a traditional work day to allow those who work in the evenings or weekends to attend. The intent of holding public informational meetings at diversified locations is to solicit broad public comments.

Special services should be available when practical, and subject to the availability of services and resources. These services may include interpreters for those who do not speak English, materials for individuals with visual impairments, and sign language interpreters. The availability of these services will be described in public notices.

Surveys

Community Connector conducts periodic route surveys on the fixed-route system. Passengers are encouraged to provide comments about the service.

OPPORTUNITIES FOR PARTICIPATION

The Community Connector and the local Metropolitan Planning Organization (MPO), Bangor Area Comprehensive Transportation System (BACTS), will take a proactive approach to providing opportunity for the public to be involved often with continued involvement in phases of the planning process. Prior to the public participation process, a list of citizens and organizations have been developed by BACTS who will be contacted on a continuous basis to serve as a base of interested citizens for input and comment. This list will be expanded as additional citizens attend the informational public meetings and provide comments.

DOCUMENTATION OF PUBLIC COMMENT AND RESPONSES

The Community Connector shall document comments received during the course of the public input process. Community Connector shall also document how they responded to the public comments.

Comments received: Documentation of comments may be accomplished in a manner appropriate to the project and the nature of the comments. Documentation may consist of meeting minutes, files of letters, transcripts, PowerPoint presentations, and/or a memorandum that summarizes the comments. A written summary of comments and responses shall be prepared to provide the feedback to the public. A recordings and transcripts of the major points of public meetings will be made written record. When applicable, the comments will be presented to the City of Bangor's Government Operations Committee and/or the Bangor City Council for action.

Response to comments: Community Connector will respond to questions or comments from the public concerning the public participation process in a timely manner. A summary analysis and report

on disposition of comments may be made a part of the final plan. Rationale for policy decisions will be available to the public in writing, if requested.

ADDITIONAL PROCEDURES

- In the event of change, implementations shall take place no sooner than one (1) week prior to when new route schedules are made available to the public via Community Connector's website (<http://www.bangormaine.gov/communityconnector>). They will also be available at the Community Connector Transit Center (once open).
- When the changes take place, Community Connector staff will be made available to provide travel assistance to passengers who may not be aware of the modifications.
- Information regarding the changes will remain available to the public for a 30-day period beyond the implementation of the changes.

SEPARATE DOCUMENT

The Community Connector follows the Bangor Area Comprehensive Transportation System (BACTS) Metropolitan Planning Organization (MPO) process for all other transportation plans and programs. [Download](#)

Approved:



3/31/22

Deborah Laurie, City Manager

Date

APPENDIX C



CITY OF BANGOR ORDER

Date: 03/28/2022

Item No: 22-139

Assigned to Councilor: Hawes

Approving and Adopting Title VI Program for Community Connector Transit Services

Be it Ordered by the City Council of the City of Bangor that,

the Title VI Program for the Community Connector Transit Services is approved and adopted.



IN CITY COUNCIL

MARCH 28, 2022
CO 22-139

Motion made and seconded for Passage of Consent Agenda
Vote: 6 - 0
Councilors Voting Yes: Davitt, Hawes, Schaefer, Tremble, Yacoubagha, Fournier
Councilors Voting No: None
Passed


CITY CLERK



ATTACHMENT D

[Attachment D](#) is the Bus Stop Policy and Design Guidelines in its draft form until approval in late 2022. Once approved the final copy will be attached.

**Title VI/Environmental Justice
Non-Discrimination Plan**

February 1, 2023 – January 31, 2026

**ATRC
125 Manley Road
Auburn, Maine 04210
(207) 783-9186**

**Approved
January 26, 2023**

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Introduction

NON-DISCRIMINATION POLICY STATEMENT

The Androscoggin Transportation Resource Center is committed to ensuring that the fundamental principles of equal opportunity are upheld in all decisions involving our employees and contractors/consultants and to ensuring that the public-at-large is afforded access to our programs and services.

To that end, no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ATRC program or activity on the grounds of race, color, and national origin. ATRC assures all its programs and activities will be free from discrimination, whether those programs and activities are federally funded or not.

ATRC conducts its Title VI/Environmental Justice Program in a team approach involving all ATRC personnel. The Director of ATRC is responsible to ensure ATRC's compliance with the Title VI/EJ implementing regulations.

Inquiries concerning ATRC's policies, investigations, complaints, compliance with applicable laws, regulations, and concerns regarding compliance with Title VI/Environmental Justice may be directed to the Director, Androscoggin Transportation Resource Center, 125 Manley Road, Auburn, Maine 04210, telephone 207-783-9186.

This policy statement must be circulated throughout ATRC and be included by reference in all contracts, agreements, programs and services administered by ATRC.



Dated: October 27, 2022

Lawrence A. Allen / Interim ATRC Director

The United States Department of Transportation (USDOT) FHWA Standard Title VI/Nondiscrimination Assurances

DOT Order No. 1050.2A

The *Androscoggin Transportation Resource Center (ATRC)* (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through The Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for the Enforcement of Title VI, Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program")

conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The ATRC, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, ATRC also agrees to comply (and require any subrecipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or their designees in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

ATRC gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation. This ASSURANCE is binding on ATRC, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in it programs. . The person signing below is authorized to sign this ASSURANCE on behalf of the Recipient.



Dated: October 27, 2022

Lawrence A. Allen / Interim ATRC Director

Appendices A and E (found in Appendix A of document)

Definitions

Adverse Effects -- The totality of significant individual or cumulative human health or environmental effects, including interrelated social and economic effects, which may include, but are not limited to:

- bodily impairment, infirmity, illness or death
- air, noise, and water pollution and soil contamination
- destruction or disruption of man-made or natural resources
- destruction or diminution of aesthetic values
- destruction or disruption of community cohesion or a community's economic vitality
- destruction or disruption of the availability of public and private facilities and services
- adverse employment effects
- displacement of persons, businesses, farms, or nonprofit organizations
- increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- denial of, reduction in, or significant delay in the receipt of benefits of ATRC programs, policies, or activities

Significant Adverse Effects on Minority and Low-Income Populations -- An adverse effect that:

- a. is predominately borne by a minority population and/or a low-income population, or
- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population

Limited English Proficiency -- Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the transportation provider or other ATRC recipient.

Federal Assistance -- Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, Federal property of any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Low-Income -- A person whose median household income is at or below the Department of Health and Human Services poverty guidelines. (<http://aspe.os.dhhs.gov/poverty/poverty.htm>)

Low-Income Population -- Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed Androscoggin Transportation Resource Center (ATRC) program, policy or activity.

Minority -- A person who is:

- a. Black -- a person having origins in any of the black racial groups of Africa;
- b. Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American-- a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; or
- d. American Indian and Alaskan Native -- a person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population -- Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed ATRC program, policy or activity.

Noncompliance -- A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI/ Environmental Justice and related statutes.

Persons -- Where designation of persons by race, color, or national origin is required, the following designations ordinarily may be used: "White not of Hispanic origin," "Black not of Hispanic origin," "Hispanic," "Asian or Pacific Islander," "American Indian or Alaskan Native." Additional subcategories based on national origin or primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program -- Includes any multi-modal or bridge project including project planning or any activity for the provision of services, financial aid, or other benefits to individuals. This includes education or training, work opportunities, health, welfare, rehabilitation, housing, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient -- Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient

includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Sub-recipient -- An agency such as a council of governments, regional planning agency, educational institution, for example, that receives Federal Highway Administration (FHWA) funds through the State DOTs and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

Administration - General

The ATRC Director shall have lead responsibility for coordinating the administration of the Title VI/Environmental Justice (Title VI/EJ) and related statutes program, plan, and assurances. Special emphasis program areas for ATRC are Public Transit, Planning Assistance and Program Management. ATRC has developed a Public Involvement Process, which will be used in conjunction with the Title VI/Environmental justice program and is include by reference.

- Complaints

If any individual believes that she/he or any other program beneficiaries have been the object of an unequal treatment or discrimination as to the receipt of benefits and/or services, or on the grounds of race, color, or national origin, she/he may exercise their right to file a complaint with ATRC. Complaints may be filed with the ATRC Director. Every effort will be made to resolve complaints informally at the lowest level.

Complaints may also be filed directly with the Federal Highway Administration or Federal Transit Administration.

ATRC has not received any Title VI complaints or lawsuits, and has no pending investigations.

- Data Collection

Statistical data on race, color, national origin, English language ability and income in, and beneficiaries of the ATRC programs, e.g., relocatees, impacted citizens, and affected communities, will be gathered and maintained by ATRC. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI/EJ program.

- ATRC Reviews

Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments and problems. The reviews will be conducted by ATRC to assure effectiveness in their compliance of Title VI/EJ provisions. The ATRC Director will coordinate efforts to ensure the equal participation in all their programs and activities at all levels.

- Title VI/EJ Reviews on Sub-recipients
 ATRC does not have sub-recipients to monitor but does work with contractors. As needed, based on the contract, Title VI/EJ compliance reviews will be conducted by the ATRC Director. Priority for conducting reviews will be given to those recipients of federal (US Department of Transportation) funds with the greatest potential of impact to those groups covered by the act. The reviews will entail examination of the contractors' adherence to all Title VI/EJ requirements. The status of each review will be reported in the annual update and report to relevant US Department of Transportation (US DOT) modes (e.g. FHWA, Federal Transit Administration).

- Annual Reports
 An annual report will be required by October 1 of each year. The ATRC Director will be responsible for coordination and compilation of these reports and submitted by October 1 to the Maine Department of Transportation. These reports will review Title VI/EJ accomplishments achieved during the year and goals for the next year.

- FTA Title VI Compliance Reviews
 In August, a report will be submitted to FTA at least every three years in accordance with FTA Circular 4702.1B, Title VI Program Guidelines for Federal Transit Administration recipients. The report may be submitted more often should conditions warrant.

- Title VI Information Dissemination
 ATRC will disseminate Title VI/EJ program information to ATRC employees and to the general public. Title VI/EJ program information will be submitted to sub-recipients, contractors, and beneficiaries. Public dissemination will include inclusion of Title VI/EJ language in contracts, posting a Title VI Notification to the Public at its main office located at 125 Manley Road, Auburn, ME, and publishing the Title VI/EJ Policy Statement on ATRC's Web site.
<http://www.avcog.org/index.aspx?nid=1116>

- Remedial Action
 ATRC will actively pursue the prevention of Title VI/EJ deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it (them) in writing to effect compliance may not to exceed 90 days from the date deficiencies are found.

Racial Breakdown of Boards

ATRRC is comprised of two primary boards – the Policy Committee and the Technical Advisory Committee. ATRRC does not have any other standing committees. Committees

may be created on an as needed basis, project-by-project. Committees created for specific projects typically consist of municipal staff, elected officials, and concerned citizens.

Both Policy Committee and Technical Committee members are selected by the member municipality or organization. ATRC member representation is broken down as follows:

<u># Voting Members</u>	<u>Municipality/Organization</u>
2	City of Auburn
2	City of Lewiston
2	Town of Lisbon
1	Town of Sabattus
2	Androscoggin Valley Council of Governments
1	Maine Department of Transportation
1	Maine Turnpike Authority

ATRC’s Policy and Technical Advisory Committees each have 11 voting members. The Policy Committee is comprised of four women and eight men, and the Technical Committee is represented by two women and nine men. Committee members for both boards are 100% white.

	White	Black	American Indian	Asian	Hispanic/Latino
ATRC Policy	100%	0%	0%	0%	0%
ATRC Technical	100%	0%	0%	0%	0%
Maine	94.2%	1.8%	0.7%	1.4%	2.0%
Auburn	90.4%	1.3%	0.2%	1.4%	2.0%
Lewiston	85.0%	6.0%	0.2%	1.3%	2.4%
Lisbon	94.9%	0.1%	0%	0.1%	2.0%
Sabattus	93.0%	0.8%	0%	0.2%	0.6%

Data: 2016-2020 ACS 5-Year Estimates

Title VI Equity Analysis

ATRC has not constructed nor does it have any plans to construct a transit related facility, such as, a storage facility, passenger facility or operations facility. A Title VI Equity Analysis is not applicable.

Special Emphasis Program Areas

Planning

Develop the Metropolitan Planning Organization’s (MPO) input into the state’s Annual Work Plan. The MPO is also responsible for developing a 20-Year Plan and the Transportation Improvement Program (TIP) to meet present and future needs for safe, adequate, and efficient transportation. Planning also encompasses clean air issues, safety, pavement management, transportation analysis, transportation reporting, inventory, research, mapping, major project studies and training and technical assistance for communities.

ATRC strives to identify and consider the mobility needs of the entire MPO population, and relies on the local public process of planning and project selection to assist. All planning and construction projects through ATRC must be consistent with the local comprehensive plan, or other appropriate municipal policy; consistent with the ATRC Long Range Transportation Plan; and are vetted through a local public process prior to any ATRC public input process. In addition, all planning and projects look at mobility of not just road users (motor vehicles) but also look at bicycle and pedestrian access, improvements, and connectivity, as well as accessibility to the local transit system. Finally, all ATRC meetings are open to the public and are held at the ATRC office, which is accessible by the local transit system.

→ ATRC Director will:

- Ensure that all aspects of the planning process operation, including environmental impact reviews, comply with Title VI/EJ.
- Serve as a resource person helping to ensure participation of a cross section of people representative of the affected population, including various and diverse social, economic, and ethnic interest groups are represented in the planning process.
- Provide the annual report on Title VI/EJ accomplishments for the previous year and goals for the next year.
- Ensure equal opportunity for participation on Advisory Committees.
- Ensure Title VI/EJ language is included or incorporated by reference in every sub-recipient contract.

Transit

Coordinates passenger-related functions including bus, van pool, car pool, air, rail, and marine transportation and pedestrian and bicycle programs. Develops transportation alternatives that are environmentally sound, cost effective and politically acceptable.

→ ATRC Director will:

- Ensure that all aspects of passenger-related functions/programs/contracts/grant programs comply with Title VI/EJ.
- Provide the annual report on Title VI/EJ accomplishments for the previous year and goals for the next year. (See Appendix C: “FTA Circular 4702.1 data collection and reporting requirements”)
- Ensure Title VI/EJ language is included, or incorporated by reference, in every contract.

Demographic Profiles of Minority Populations

Based on the 2016-2020 U.S. Census American Community Survey (ACS) data, Maine has a small minority population that is geographically spread across the state with

concentrations in the urbanized areas served by Metropolitan Planning Organizations. Maine as a whole has a minority population of approximately 5.8%.

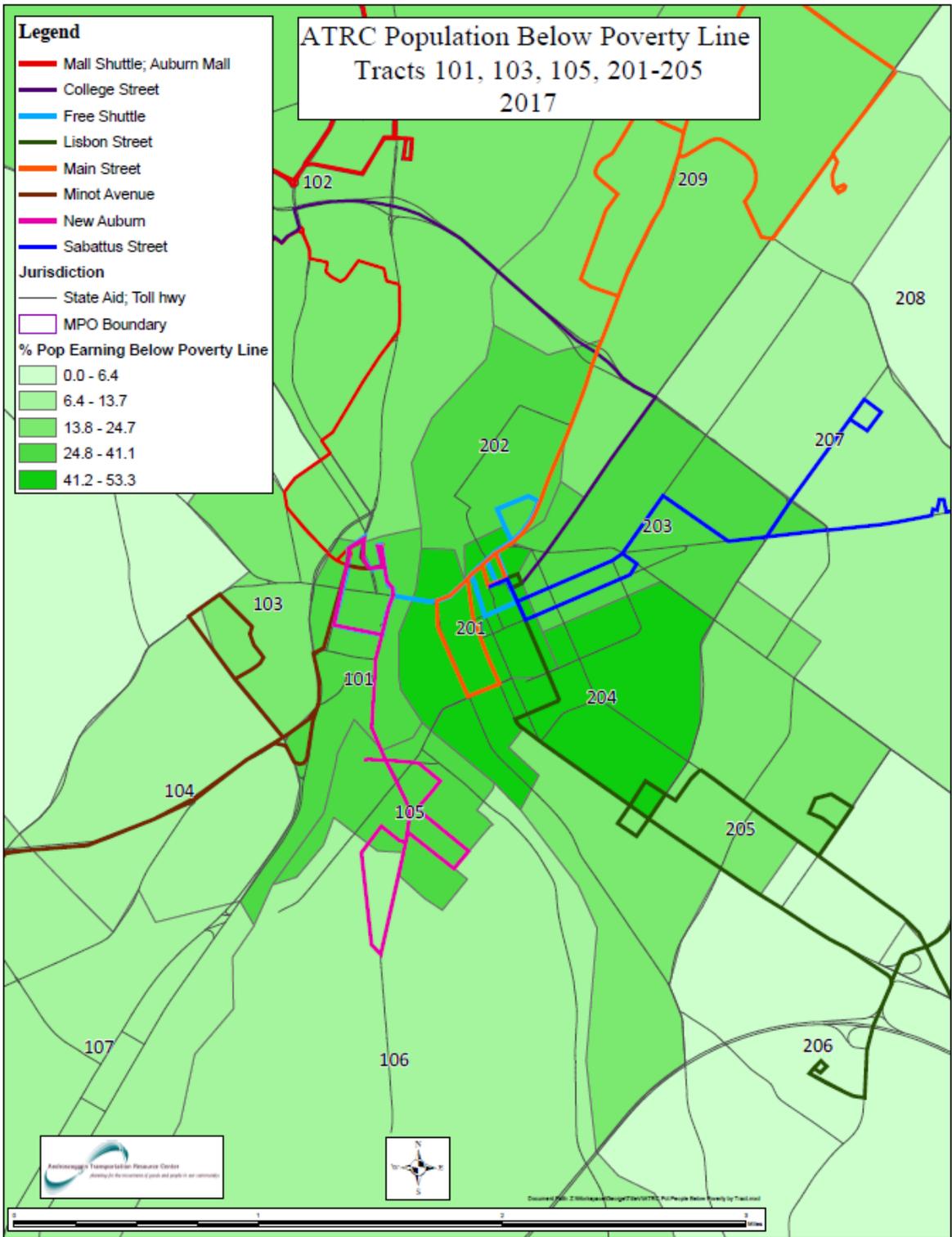
Approximately 66% of Maine's minority population lives in four counties:

- Androscoggin County: 8,585 people, of whom 6,410 people, or 75%, live in Auburn and Lewiston
- Cumberland County: 22,845 people, of whom 13,632, or 60%, live in Portland, Westbrook, South Portland and Scarborough, all of which are served by direct-recipient transit systems (Metro and South Portland Bus Service).
- Penobscot County: 7,766, of whom 4,454, or 57%, live in Bangor, Brewer, Old Town, Orono, Veazie and Hampden, all of which are served by a direct-recipient transit system, Community Connector.
- York County: 8,260 people, of whom 3,244, or 39%, live in Biddeford, Saco and Old Orchard Beach, all of which are served by a direct-recipient transit system, ShuttleBus.

Downtown Lewiston includes Census Tracts 201, 202, 203 and 204, which are neighborhoods with very high proportions of old and substandard housing, severe poverty and social problems.

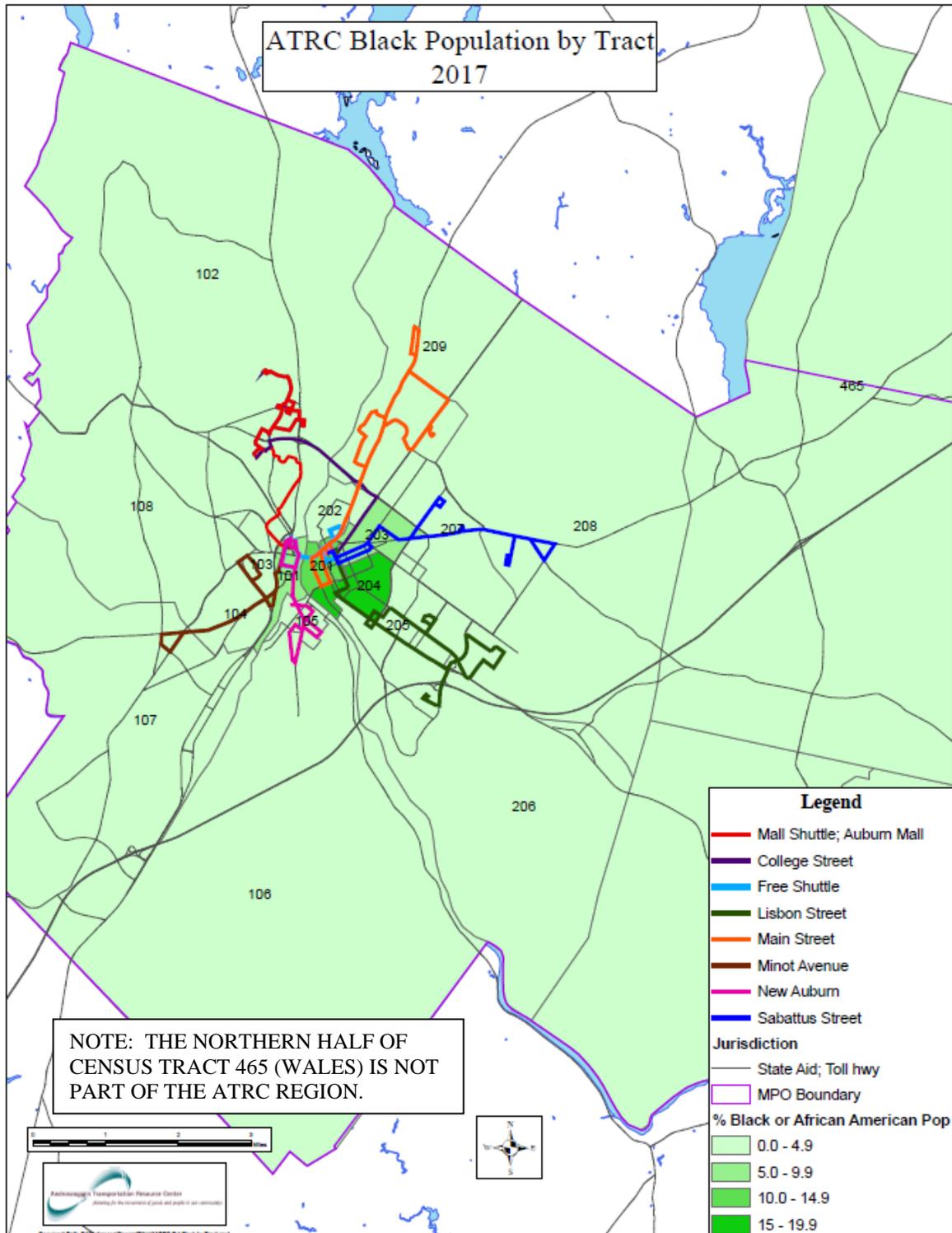
Downtown Lewiston has benefited from an influx of New Mainers. According to the 2013 Fair Housing Report, since 2001, approximately 4,000 immigrants (referred to as New Mainers) have moved to Auburn and Lewiston. This new population is not evenly distributed: of the Black/African American population in Lewiston and Auburn (combined), 70% live in census tracts 101, 103, 105, 201, 202, 203 and 204.

According to the 2013-2017 American Community Survey (ACS) 5-Year Estimates data, the greatest concentration of people earning below the poverty level is in census tract 204 in downtown Lewiston, with more than 53% of people.



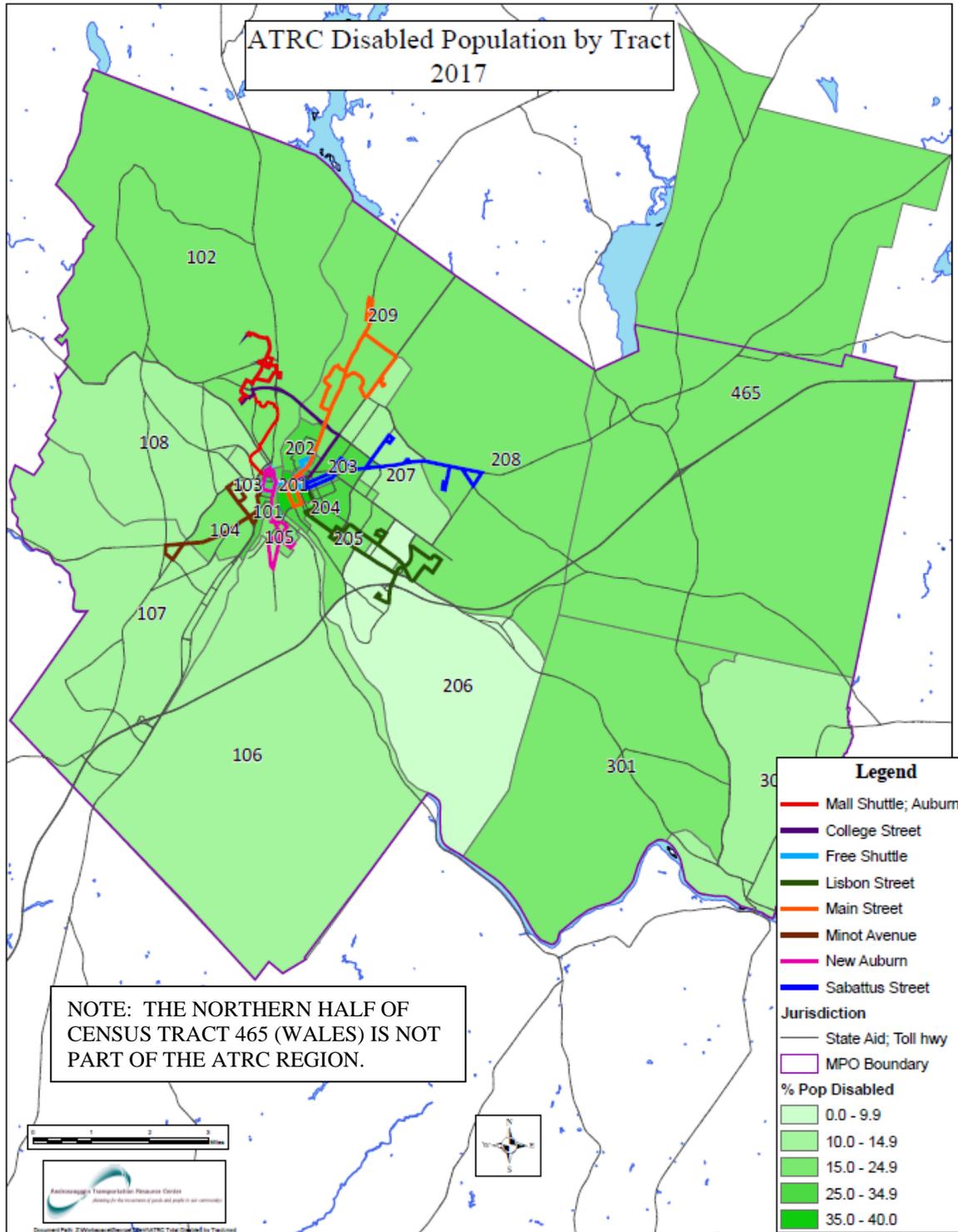
Source: 2013-2017 American Community Survey 5-Year Estimates

According to the 2013-2017 ACS 5-Year Estimates data, the greatest concentration of black residents is in census tract 204 in downtown Lewiston (19.5%).



Source: 2013-2017 American Community Survey 5-Year Estimates

Cumulatively about 18% of the total population throughout the 20 tracts seen below is disabled. The highest per capita value, in this respect comes from Tract 201, where 40.4% of the population is disabled. The second highest value is 8% lower than Tract 201 and belongs to Tract 101, located in downtown Auburn.



Source: 2013-2017 American Community Survey 5-Year Estimates

Demographic Impacts of ATRC Funding

The public transit routes are shown on each of the above demographic maps. As these maps indicate, the highest percentages of minority populations reside within the downtown areas of Lewiston and/or Auburn. The citylink system is a two hub system, with a station in both downtown Lewiston and downtown Auburn. All citylink routes start/end at one of these two stations, and provide service through the downtown areas and beyond.

Disparate Impacts Analysis

Disparate impact is a way to prove discrimination based on the effect of a policy or practice rather than the intent behind it. Laws that prohibit discrimination apply not only to intentional discrimination, but also to apparently neutral policies and practices that have a disproportionate adverse effect on members of a protected class. An example may be planning for and constructing a transportation project that serves a heavily populated area but does not take into consideration cultural or racial populations that need the service in other areas.

Based on data contained in the preceding maps, the percentage of minority populations is highest in the downtown census tracts of Lewiston and Auburn, and the transportation funding distribution corresponds well with the distribution of minority populations across the ATRC region.

The conclusion of this analysis, based on the fact that the highest percentages of minorities reside within the downtowns of Lewiston and Auburn, and the transit services are concentrated in the downtown areas, is that there are no disparate impacts of funding decisions with respect to race, color or national origin.

ATRC LEP Analysis and Plan Introduction

On August 11, 2000, President Clinton signed Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency, which requires meaningful access to all federally assisted programs and activities by persons with Limited English Proficiency (LEP).

Executive Order 13166 states that individuals who do not speak English well and who have a limited ability to read, write, speak or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit or encounter. It reads in part:

Each Federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the

steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities.

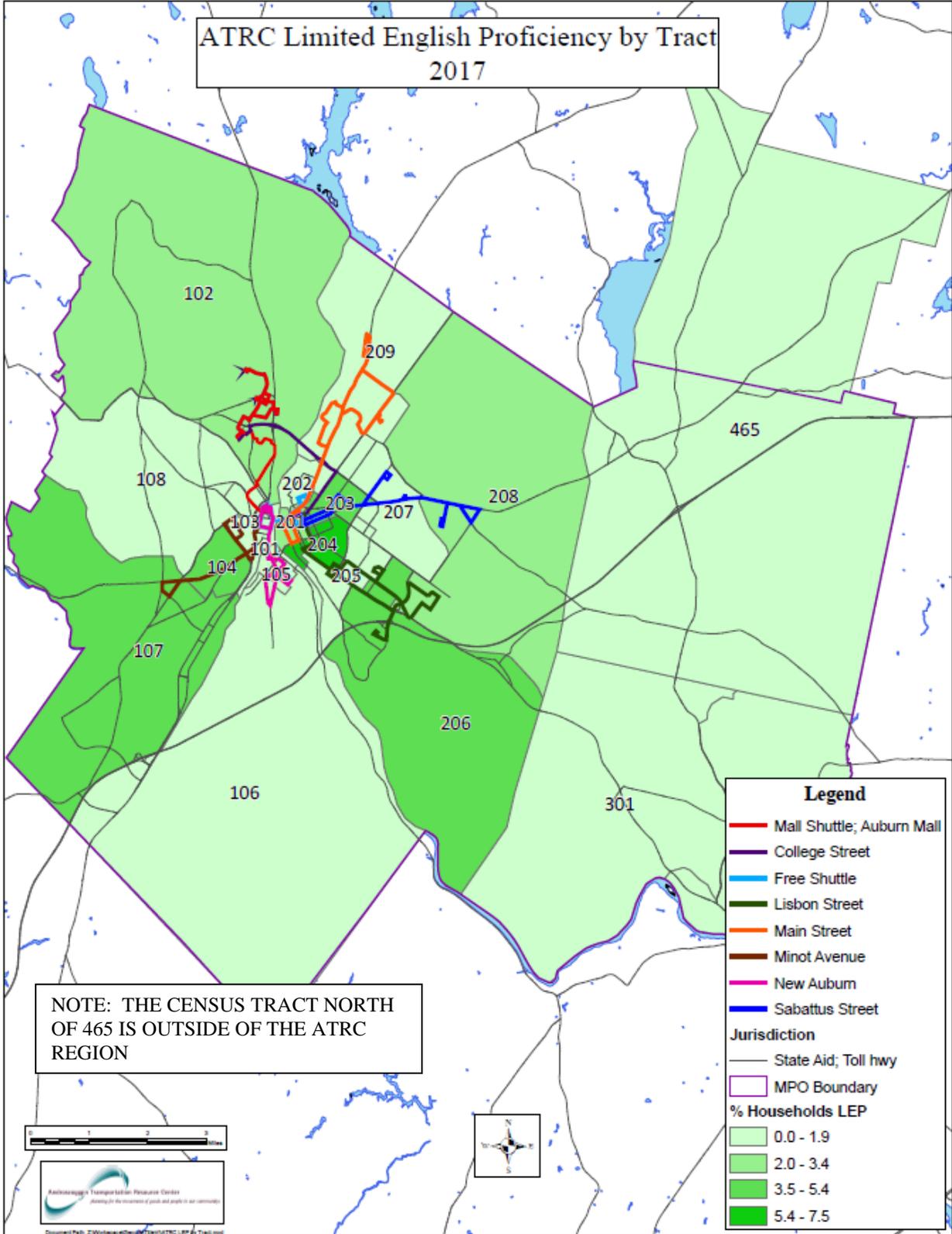
In addition to the requirement that federal agencies prepare LEP plans, all recipients of federal financial assistance have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided. The Federal Highway Administration has mandated that all "...recipients must take reasonable steps to ensure that such persons have meaningful access to the programs, services and information those recipients provide, free of charge..."

Who is an LEP Individual?

As defined in the 2000 United States Census, it is any individual who speaks a language at home other than English as their primary language, and who speaks or understands English "not well" or "not at all."

According to the 2013-2017 American Community Survey 5-Year Estimates data, the greatest concentrations of households that are classified as LEP are in downtown Lewiston with 7.5% in tract 204.

The following map shows the distribution of LEP households within the ATRC communities by census tract:



Source: 2013-2017 American Community Survey 5-Year Estimates

The Four Factor Analysis

Under guidance from the U.S. Department of Transportation, ATRC is obligated to determine the extent of its obligation to provide LEP services to its transit-dependent population. This determination must be based on an analysis of four factors:

1. The number or proportion of LEP persons who may be serviced or are likely to encounter a program, activity or service;
2. The frequency with which LEP persons come in contact with programs, activities or services;
3. The nature and importance of programs, activities or services to the LEP population; and
4. The resources available to the recipient and overall costs to provide LEP assistance.

Factor #1: The number or proportion of LEP persons who may be serviced or are likely to encounter a program, activity or service. The first step towards understanding the extent of the LEP population in ATRC’s planning area is a review of Census data. The analysis of Census data shows the number and percentage of persons who speak English “less than very well”, within four major language groups in ATRC’s planning area of Lewiston-Auburn-Lisbon-Sabattus falls below the 1,000 person/5% threshold with the exception of Indo-European in Lisbon. The Indo-European group does exceed the threshold; however, this category is comprised of a significant number of languages. Based on data from the Lewiston and Auburn School Departments’ English Language Learner programs as well as municipal information, there is not any one identifiable language that stands out as a significant population. Lewiston and Auburn has seen a significant number of refugees moving to the area since early 2000’s. While the majority of the refugees are from Somalia, there are smaller numbers of refugees from other African countries. To address the vast number of possible languages that may be spoken in ATRC’s planning area, AVCOG has translated the Discrimination Complaint Form into European French, Spanish and Somali. AVCOG has a signed service agreement with Certified Languages International for interpreting and translation services as needed. To date, there has been no need to utilize interpreter or translation services. The need to add additional languages and printed material will be evaluated annually.

Region/City or Town	Total Persons	5% Threshold	Persons Speaking English “less than very well”			
			Spanish	Indo- European	Asian or Pacific	Other
Auburn	21,490	1,075	67	241	224	30
Lewiston	34,044	1,702	63	889	145	398
Lisbon	8,292	415	0	56	0	0
Sabattus	4,798	240	0	0	0	21
TOTAL	68,624	3,595	130	1,186	369	449

Factor #2: The frequency with which LEP persons come in contact with programs, activities or services. ATRC's primary focus is the allocation of Federal Highway Administration funds used for improvements to the MPO's road system. All projects are vetted through a local public process prior to ATRC's public process, project scoring and final selection. ATRC Federal Transit Administration funds are used for planning activities to support the local transit system, *citylink*. *citylink*'s service area is Lewiston and Auburn. ATRC does not have any documented incidences that required translation services. Between 2017 and 2019, ATRC held 45-50 public meetings and one public hearing. ATRC does not have any documented incidences that required translation services; the only requests from the public for accommodations at any of these meetings were for hearing impairment. If such services are needed, ATRC through AVCOG, has a contract with Certified Languages International for translation and interpreter services.

Factor #3: The nature and importance of programs, activities or services to the LEP population. *citylink*'s service area is primarily the core of Lewiston-Auburn's urban area where the majority of the LEP population resides. *citylink* transit system is primarily used by low-moderate income, elderly and/or disabled individuals. Transit planning efforts focus on improving job-access, job training programs and educational opportunities for all residents. The consideration and incorporation of the region's LEP population is important to transit planning and service.

Factor #4: The resources available to the recipient and overall costs to provide LEP assistance. ATRC has measures in place to ensure that the needs of individuals that require language assistance are addressed. Interpreter services are on a "pay as needed" basis. The budget will be reviewed on an annual basis to ensure that adequate funds are budgeted to meet the requests for interpretive services and for document translation.

Availability of Language Assistance

Signage - Language guides/"I speak" posters will be hung in entryways and near the reception area at AVCOG's office for non-English speaking individuals to easily identify and address any language barriers. If an interpreter is required, AVCOG staff is directed to use one of the following services:

Certified Language International
www.certifiedlanguages.com
Tel: 1-800-225-5254

LanguageLine Solutions
www.languageline.com
Tel: 1-800-752-6096

Catholic Charities Language Partners
www.ccmaine.org
Tel: 1-866-200-3963

Meeting Outreach – Interpretation services will be made available at all public hearings on request. Individuals are required to provide a minimum 72 hours prior notice. Notices for public hearings will be posted at a minimum online, in the local newspaper, and at the relevant municipal office(s). Catholic Charities Language Partners, a Maine based organization, offers interpretive services for 35 languages. A list of additional interpreter services located in-state is attached, Appendix B.

Between 2020 and 2022, ATRC held 51 public meetings and two public hearings. ATRC does not have any documented incidences that required translation services; the only requests from the public for accommodations at any of these meetings were for hearing impairment. All ATRC agendas contain language advising the public that “Accommodations will be made for persons with disabilities or Limited English Proficiency. Auxiliary aids will be provided upon advance request. Requests for accommodations or auxiliary aids should be made at least 72 hours prior to the meeting.”.

Community Outreach – ATRC staff works closely with the MPO communities to ensure that information is distributed to residents and areas that are involved or possibly impacted by a project. Staff will work with local officials to identify any LEP individuals and ensure adequate provisions are provided. ATRC staff works with several social service agencies, in addition to local municipal staff, to ensure that the needs of LEP individuals are met. A list of agencies to assist with community outreach is attached, Appendix C.

Safe Harbor Provision

Using data from ATRC’s Four Factor analysis, data from the Auburn and Lewiston School Departments’ English Language Learner programs and municipal information, three languages were identified as ones that were likely to be encountered – Somali, French and Spanish. ATRC’s Discrimination Complaint Form has been translated into these three languages and is available on ATRC’s website.

<http://www.avcog.org/index.aspx?nid=1116>

Other documents will be translated as needed based on feedback and input from the community.

Evaluating and Updating the Language Access Plan

ATRC will evaluate and update its Language Access Plan based on the level of use of LEP services and feedback from towns, social service agencies and citizens. The data collected from interpreter services, the number of times the service was used in a year and the languages interpreted, will be reviewed annually. The data will be used to help assess if key documents need to be translated into any additional languages. Open communication and the use of feedback from municipalities and social service agencies will ensure that the focus of ATRC’s Language Access Plan is reflective of the respective community.

ATRC will do an annual review and update of the interpreter and translation services available, as well as updating its list of community contacts.

Staff Training

All ATRC staff will receive training to understand and know ATRC's Limited English Proficiency policies and procedures. Staff receives annual reviews and updates. Staff are required to sign-off that they received the update. All staff will be trained on how to work with an interpreter whether in-person or via the telephone. The level and extent of training will be reflective of assistance required by the LEP population.

ATRC Title VI Complaint Process

Filing a Complaint

I. Introduction

The Title VI/Environmental Justice and Related Statutes complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding ATRC's programs, activities and services as required by statute. Title VI Complaint Procedures can be found on the ATRC website. <http://www.avcog.org/index.aspx?nid=1116>

II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the Office of Human Resources (OHR) for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes. The Title VI Discrimination Complaint form can be found on ATRC's website. <http://www.avcog.org/index.aspx?nid=1116>

III. Roles and Responsibilities

The ATRC Director has overall responsibility for the discrimination complaint process and procedures. The Director may, at her/his discretion, assign a capable person within ATRC to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon the information obtained from the investigation.

In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

The complainant shall make him- or herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

IV. Filing Complaints

Applicability The complaint procedures apply to the beneficiaries of the ATRC programs, activities and services including, but not limited to, the public, contractors, subcontractors, consultants and other sub-recipients of federal and state funds.

Eligibility Any person who believes that she/he has been excluded from participation in, denied benefits or services of any program or activity administered by ATRC or its sub-recipients, consultants, and contractors on the basis of race, color, and national origin may bring forth a complaint of discrimination under Title VI/EJ and Related Statutes.

Time Limitation and Filing Options Title VI/EJ complaints of discrimination may be filed with:

- ATRC
- Maine Department of Transportation
- Federal Highway Administration
- Federal Transit Administration
- U.S. Department of Transportation

In all situations, the ATRC employees must contact the ATRC Director immediately upon receipt of a Title VI/EJ complaint.

Complaints must be filed no later than 180 days after:

- The date of the alleged act of discrimination; or
- The date the person became aware of the alleged discrimination; or
- Where there has been a continuing course of discriminatory conduct, the date on which the conduct was discontinued.

Complaints must be in writing and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event a person makes a verbal complaint of discrimination to an ATRC employee, or other person authorized to receive complaints on behalf of ATRC, shall interview the person. If necessary, the authorized person will assist the person in writing the complaint for the person or the person's representative to sign.

Internal Complaint Processing

Initial contact Special emphasis program area representatives serve as ATRC's resources for members of the public who wish to file a discrimination complaint under Title VI/EJ and related statutes. As resources, they will provide complainants with:

1. An explanation of their filing options;
2. The discrimination complaint process; and
3. A Title VI/EJ and Related Statutes Discrimination Complaint Form.

Use of the Complaint Form is not necessary for the complainant. Rather, it is intended to help the complainant provide enough information to begin processing the complaint.

The Complaint Review Process

1. The Director or her/his designee, reviews the complaint upon receipt to ensure that relevant information is provided, the complaint is timely, and meets jurisdiction.
2. The complaint shall be investigated, unless:
 - The complaint is withdrawn.
 - The complainant fails to provide required information.
 - The complaint is filed beyond the 180-day timeframe.
 - The complainant is not part of a protected group.
 - The complaint is determined to be more appropriately under a jurisdiction other than ATRC. If this is the case, the complainant will be directed to the appropriate agency.
3. Upon determination that the complaint warrants an ATRC investigation, the complainant is sent a letter, acknowledging receipt of the complaint, and giving the name of the investigator.
4. The respondent – the person alleged to have committed the discrimination -- is notified by mail that she/he has been named in a complaint. The letter also includes the investigator's name and informs the respondent that she/he will be contacted for an interview.

Investigation

Investigation Plan The investigator shall prepare a written plan which includes, but is not limited to, the following:

- Names of the complainant(s) and respondent(s);
- Basis for the complaint;
- Issues, events or circumstances that caused the person to believe that she/he has been discriminated against;
- Information needed to address the issue;
- Criteria, sources necessary to obtain the information;
- Identification of key people;
- Estimated investigation time line; and
- Remedy sought by the complainant(s).

Conducting the Investigation

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.

Investigation Reporting Process

- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the Human Resources Director or her/his designee for review.
- The Director or designee reviews the file and investigative report. Subsequent to the review, the Director makes a final determination of “probable cause” or “no probable cause” and prepares the final decision letter.

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and the Director’s final decision letter, is forwarded to the Federal Highway Administration Maine Division Office within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

DISCRIMINATION COMPLAINT FORM
Title VI/Environmental Justice
for
Androscoggin Valley Council of Governments
Androscoggin Transportation Resource Center
Lewiston-Auburn Transit Committee/*citylink*

Title VI of the 1964 Civil Right Act requires that “No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination on any program or activity receiving federal financial assistance.”

If you feel you have been discriminated against in planning or provision of transit services, please provide the following information in order to assist us in processing your complaint.

1. Complainant’s Name: _____
2. Address: _____
City: _____ State: _____ Zip Code: _____
3. Telephone Number: _____
4. E-mail Address: _____
5. Person discriminated against (if someone different than Complainant):
Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
6. What date did the alleged discrimination take place: _____
7. Which describes the reason you believe the discrimination was based on:
() Race () Color () National Origin
8. Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and the contact information of the person(s) who discriminated against you (if known) as well as the names and contact information of any witnesses. If more space is needed, attach an additional sheet to this form.

9. Have you filed this complaint with any other Federal, State or local agency, or with any Federal or State court? Yes No

If yes, check all that apply and provide agency or court name:

Federal Agency: _____ Federal Court: _____

State Agency: _____ State Court: _____

Local Agency: _____

10. Please provide information about a contact person at the agency/court where the complaint was filed.

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

E-mail Address: _____

You may attach any written material or other information that you think is relevant to your complaint.

Signature and date required below:

Signed: _____

Date: _____

Submit the completed form along with all supporting materials in person or by mail to the address below:

Civil Rights Officer
AVCOG
125 Manley Road
Auburn, Maine 04210

FORMULARIO DE QUEJA POR DISCRIMINACIÓN
Título VI/Justicia Ambiental
para
Androscoggin Valley Council of Governments
Androscoggin Transportation Resource Center
Lewiston-Auburn Transit Committee/citylink

El título VI de la Civil Rights Act (Ley de Derechos Civiles) de 1964 establece que “ninguna persona en los Estados Unidos será excluida de participar en cualquier programa o actividad que reciba asistencia financiera federal, ni se le negarán los beneficios de dichos programas o actividades, ni será objeto de discriminación en dichos programas o actividades por motivos de raza, color o nacionalidad”.

Si siente que ha sido discriminado en la planificación o prestación de servicios de tránsito, complete el siguiente formulario para ayudarnos a procesar su queja.

1. Nombre de quien presenta la queja: _____
2. Domicilio: _____
Ciudad: _____ Estado: _____ Código postal: _____
3. Número de teléfono: _____
4. Dirección de correo electrónico: _____
5. Persona que fue discriminada (si no es la misma persona que presenta la queja):
Nombre: _____
Domicilio: _____
Ciudad: _____ Estado: _____ Código postal: _____
6. Fecha en la que ocurrió el presunto caso de discriminación: _____
7. En su opinión, ¿cuál de estas palabras describe el motivo en el que se basó la discriminación?:

() Raza () Color () Nacionalidad
8. Explique de la manera más clara posible qué ocurrió y por qué considera que lo discriminaron. Describa a todas las personas involucradas. Incluya el nombre y la información de contacto de las personas que lo discriminaron (si conoce esos datos), así como los nombres y la información de contacto de los testigos. Si necesita más espacio, adjunte una hoja a este formulario.

9. ¿Presentó esta queja ante otro organismo local, estatal o federal, o ante un tribunal estatal o federal? () Sí () No

Si la respuesta es afirmativa, marque todo lo que corresponda y escriba el nombre del organismo o tribunal:

() Organismo federal: _____ () Tribunal federal: _____

() Organismo estatal: _____ () Tribunal estatal: _____

() Organismo local: _____

10. Proporcione información sobre una persona de contacto del organismo o tribunal donde presentó la queja.

Nombre: _____

Puesto: _____

Organismo: _____

Domicilio: _____

Teléfono: _____

Dirección de correo electrónico: _____

Puede adjuntar cualquier otra observación o información escrita que considere relevante para su queja.

A continuación, firme y feche el formulario:

Firma: _____

Fecha: _____

Presente el formulario completo y todos los materiales de respaldo en persona o envíelos por correo postal a la siguiente dirección:

Civil Rights Officer
AVCOG
125 Manley Road
Auburn, Maine 04210

FOOMKA CABASHADA TAKOORKA
Qeybta VI/Caddaaladda Deegaanka
waayo
Guddiga Dawladaha Androscoggin Valley
Xarunta Kheyraadka Gaadiidka Androscoggin
Guddiga Lewiston-Auburn Transit/citylink

Qeybta VI Civil Rights Act (Sharciga Xuquuqda Madaniga) 1964 wuxuu raba "In aan la adeegsan karin isir, midab ama asal qaran si qof ku sugan Mareykanka looga reebo in uu ka qeybgalo ama loo diido manaafacaad, ama loo geysto takoor xagga barnaamij ama hawl qaadata kaalmada maaliyadda federaalka."

Hadaad dareento in lagu takooray qorshaynta ama bixinta adeega gaadiidka, fadlan bixi macluumaadka soo socda si aad nooga caawiso diyaarino dacwadaada.

1. Magaca Muddeeciga: _____
2. Cinwaanka: _____
Magaalada: _____ Gobolka: _____ Baaqa Cinwaanka: _____
3. Lambarka Telefoonka: _____
4. Cinwaanka li-meelka: _____
5. Qofka lala midab-takooray (haduu jiro qof ka duwan Muddeeciga):
Magaca: _____
Cinwaanka: _____
Magaalada: _____ Gobolka: _____ Baaqa Cinwaanka: _____
6. Taariikhdee ayuu dhacay takoorka: _____
7. Midee qeexayso sababta aad aaminsantahay inuu u dhacay takoorka:
() Jinsiyada () Midabka () Asalka Qarameed
8. U sharax sida ugu macquulsan waxa dhacay iyo sababta aad u aaminsantahay in lagu takooray. Tilmaam dhamaan dadka shaqsiyaadka ku lug lahaa. Ku dar magaca iyo macluumaadka xiriirka shakhsi (yaadka) ku takooray (hadaad garan) iyo sidoo kale magacyada iyo macluumaadka xiriirka marqaatiyaal kasta. Hadaad u baahantahay meel banaan oo dheeraad ah, ku lifaaq xaashi dheeraad ah foomkan.

9. Ma u gudbisay cabaashadan federaalka, gobolka ama hay'ad kale, ama maxkamadda Federaalka ama Gobolka ee kale? () Haa () Maya

Haday haa tahay, eeg dhamaan kuwa ku habboon waxaadna sheegtaa magaca hay'adda iyo maxkamadda:

() Hay'adda Federaalka: _____ () Maxkamadda Federaalka: _____

() Hay'adda Gobolka: _____ () Maxkamadda Gobolka: _____

() Wakaalada Deegaanka: _____

10. Fadlan bixi macluumaadka ku saabsan xiriiriyaha hay'adda/maxkamadda dacwada loo gudbiyay.

Magaca: _____

Jagada: _____

Hay'adda: _____

Cinwaanka: _____

Telefoonka: _____

Cinwaanka li-meelka: _____

Waxaad ku lifaaqi kartaa qoraal walba ama macluumaad kale aad u malayso muhiim inay u yihiin cabashadaada.

Saxiixa iyo taariikhda qaybta hoose ayaa laga baahan yahay:

Saxiixay: _____ Taariikda: _____

U gudbi foomka oo ay la socdaan xogaha kaabaya shaqsi ahaan ama fariin ahaan cinwaanka hoose:

Sarkaalka Xuquuqda Madaniga
AVCOG
125 Manley Road
Auburn, Maine 04210

FORMULAIRE DE PLAINTÉ POUR DISCRIMINATION
Titre VI/Justice environnementale
pour
Conseil des gouvernements de la vallée de l'Androscoggin
Centre des ressources de transport de l'Androscoggin
Comité des transports/citylink de Lewiston-Auburn

Le titre VI de la Civil Rights Act (loi sur les droits civiques) de 1964 exige que « Aucune personne aux États-Unis, pour des raisons de race, couleur de peau, ou origine nationale, ne sera exclue de participation à, se verra refuser des avantages sociaux de, ou sera victime de discrimination liée à tout programme ou activité percevant une assistance financière fédérale ».

Si vous pensez avoir été victime de discrimination lors de la planification ou réalisation de services de transfert, veuillez fournir les informations suivantes pour nous aider à traiter votre plainte.

1. Nom du plaignant : _____

2. Adresse : _____

Ville : _____ État : _____ Code postal : _____

3. N° de téléphone : _____

4. Adresse e-mail : _____

5. Personne victime de discrimination (si différente du plaignant) :

Nom : _____

Adresse : _____

Ville : _____ État : _____ Code postal : _____

6. À quelle date a eu lieu la discrimination présumée : _____

7. Quelle option décrit le motif de la discrimination selon vous :

() Race () Couleur de peau () Origine nationale

8. Expliquez aussi clairement que possible ce qui s'est passé et pourquoi vous pensez avoir été victime de discrimination. Décrivez toutes les personnes qui étaient impliquées. Incluez le nom et les coordonnées de la ou des personne(s) qui ont fait preuve de discrimination à votre égard (si ces informations sont connues) ainsi que les noms et coordonnées d'éventuels témoins. Si vous avez besoin de plus d'espace, joignez une feuille supplémentaire au présent formulaire.

9. Avez-vous déposé cette plainte auprès d'un autre organisme fédéral, d'état ou local, ou auprès d'un tribunal fédéral ou d'état ? () Oui () Non

Si oui, cochez toutes les options applicables en précisant le nom de l'organisme ou du tribunal :

() Organisme fédéral : _____ () Tribunal fédéral : _____

() Organisme d'état : _____ () Tribunal d'état : _____

() Organisme local : _____

10. Veuillez fournir les coordonnées d'une personne de contact dans l'organisme/le tribunal où la plainte a été déposée.

Nom : _____

Titre : _____

Organisme : _____

Adresse : _____

Téléphone : _____

Adresse e-mail : _____

Vous pouvez joindre tout document écrit ou toute autre information que vous jugez pertinent(e) à votre plainte.

Signature et date exigées ci-dessous :

Signé par : _____ Date : _____

Soumettez le formulaire dûment rempli et accompagné des justificatifs en personne ou par voie postale à l'adresse suivante :

Civil Rights Officer
AVCOG
125 Manley Road
Auburn, Maine 04210

APPENDIX A: Appendices A and E to Standard Title VI Assurances

Appendix A to Standard Title VI Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration**, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration**, may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration**, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix E to Standard Title VI Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the

- programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Appendix B

Additional Interpreter Services

(Note: This is only a partial list and none of these services are being endorsed over any other).

Catholic Charities Maine

P. O. Box 10660, Portland, ME 04104-6060, Phone: 871-7437

Acholi, Albanian, Amharic, Arabic, Bosnian/Croatian, Serbian, Bulgarian, Chinese (Mandarin), Farsi, French, German, Khmor (verbal interpreting only), Kikongo, Korean, Mongolian, Romanian, Russian, Somali, Spanish, Swahili, Tigrigna, Ukrainian, Vietnamese (verbal interpreting only)

Certified Languages International 1-800-362-3241

Language Line® 1-800-874-9426

Hiddo Services Center-Interpretation and Translation Services

Somali, Swahili, Arabic, Amharic, Oromo (Ethiopian)

PO Box 122

Lewiston, ME 04240

Phone: 783-6666, Fax: 795-1111

Smart Interpreters

The Professional Building

12 Bates Street

Lewiston, ME 04240

Phone: 783-4744, Fax: 783-4644, Pager: 818-1525

FARSI

• Reza Jalali, P. O. Box 1005, Portland, ME 04104, Phone: 878-4618

• Rona O'Conner, 261 Commercial St., Portland, ME 04101, Phone: 772-4110 / 871-1655

JAPANESE

• Yaeko Collier, 97 Montrose Ave., Portland, ME 04103, Phone: 774-6481

SOMALI, SWAHILI

• Abdi Ahmed Musa, 48 Salem St., #605, Portland, ME 04102, Phone: 874-4063

SOMALI, SWAHILI, ARABIC

• Interpreter Services of the United Somali Women of Maine, P.O. Box 397, Lewiston, ME 04243, Office

Phone: 344-6616, Cell Phone: 423-2890

SPANISH

- Leticia Foss, 104 Sand Pond Rd., Sanford, ME 04073, Phone: 490-3705
- Rosalinda Burch, 25 Sequoia Dr., Freeport, ME 04032, Phone: 865-4207
- Jenny Howitt, 230 Howitt Rd., Lyman, ME 04002, Phone: 324-3464
- Karen Taylor, 77 Torrington Ave., Peaks Is., ME 04108, Phone: 766-2811
- Rosito Roberge, Portland, ME, Phone: 787-6972

VIETNAMESE

- Ricky Ho, 52 Birchwood Dr., Portland, ME 04102, Phone: 772-8318, Pager: 821-5227
- Ty Ly, 149 Holm Ave., Portland, ME 04102, Phone: 774-4664
- Tuyen Nguyen, 63 Holm Ave., Portland, ME 04102, Phone: 780-0130

SIGN LANGUAGE

- Hands On, Inc. 317 State St., Bangor, ME 04401, Phone: 947-2341
- Certified Interpreting, P. O. Box 6808, Portland, ME 04101, 798-7995
- Professional Interpreting Services, 14 Torrey St., Portland, ME 04103, Phone: 774-3068
- Pine Tree Easter Seals, Nonesuch River Plaza, 51 US Rt. 1, Suite G, Scarborough, ME 04074, Phone 885-0536

Appendix C

COMMUNITY OUTREACH RESOURCE LIST

- General Assistance Hotline 1-800-442-6003
- 211 Dial 211 for telephone information service for area resources.
- American Red Cross located at 475 Pleasant Street, Lewiston (795-4004) assists fire victims with 3 days of lodging; \$130.00 per person with clothing; food vouchers vary in amounts depending on family size.
- Auburn Housing Authority located at 20 Great Falls Plaza, Auburn (784-7351) operates subsidized housing programs.
- AVESTA Housing located in Portland (800-339-6516 (voice/TTY)) operates the Section 8 Housing Voucher Program.
- SAFE VOICES is a shelter for abused women and their children (795-4020).
- B Street Health Center located at 57 Birch Street, Lewiston (786-8793) offers medical care on a sliding fee scale.
- Career Center located at 5 Mollison Way, Lewiston (753-9000) assists with employment searches and employment related workshops.
- Catholic Charities Maine located at 27 Pine Street, Lewiston (344-6615) offers case management assistance to Primary and Secondary refugees. For interpreter/translation services call 871-7437.
- Central Maine Family Practice located at 12 High Street, Lewiston (795-2800) offers medical care on a sliding fee schedule.
- Common Ties Wellness and Recovery Center located at 100 Pine Street, Lewiston (795-6710), is a program for people who are consumers of mental health services. The Center is open M-T-W-F from 9-5 pm, and Thursday, and Saturday from noon- 8pm. Individuals are asked to become a member of the Center, a very short process. The Center offers a laundry, shower, phone, social, recreational, and peer support opportunities.
- Common Ties Mental Health Services located at 140 Canal Street, Lewiston manages a number of community support programs, including housing. Please call 795-6710 for an appointment.
- Community Concepts located at 240 Bates Street, Lewiston (795-4065) administers the Maine low income fuel assistance program (LIHEAP) and other programs.
- Department of Health and Human Services located at 200 Main Street, Lewiston (795-4300) offers TANF, Food Stamps and Maine Care programs. The department also offers the Emergency Assistance Program for families with children under the age of 21 with evictions and disconnects. The maximum for

housing evictions is \$250.00 and for utility disconnects is \$150.00. The Department also offers mental health case management and outreach.

- Hope Haven Gospel Mission located at 209 Lincoln Street, Lewiston (783-6086) is a shelter for single individuals and has limited space for families. Shelter doors open at 5:30PM, Monday - Saturday and on Sunday at 4:00 PM for check in (on Cedar Street side). Doors are locked at 8:00 PM. No other admittances after the door has been locked. Breakfast is served Sunday-Saturday at 8:00 A.M. Lunch is served on M, W, and F from 12:00-12:30 P.M. Lunch is served on Sunday at 2:30 P.M. and a bag lunch is provided on Saturday at 4:30 P.M. Dinner is served Monday –Friday from 4:30-5:30 PM and on Sunday at 2:30. On Monday- Friday from 9:30-11:30 A.M. and 1:00 P.M.-4:00 P.M. there is a give-away program for clothes, toys, house hold items, baked goods and sometimes fruits.
- LAASH Security Deposit/ First Month's Rent Program (SDLP) applications are taken at the Lewiston (513-3130 x 3260) and Auburn (333-6601 x1412) Social Services Departments and at the Lewiston (783-1423) and Auburn (784-7351) Housing Authorities.
- Lewiston Housing Authority located at 1 College Street, Lewiston (783-1423) operates subsidized housing programs.
- New Beginnings Drop in Center located at 245 Lisbon Street in Lewiston (795-6831)) is open M-F from 1:30 P.M. -6:30 P.M. Youth aged 14-21 can use the telephone and other basic services. The Center offers a laundry, shower, phone, social, recreational, and peer support opportunities.
- New Beginnings Shelter located at 491 Main Street, Lewiston (795-4070) is a shelter for 12 youth ages 12-19. The maximum length of stay is 3 weeks. Referrals accepted 24 hours a day, seven days a week. Walk-ins are welcome.
- Pine Tree Legal located at 37 Park Street, Suite 401, Lewiston (784-1558) offers free legal advice and representation to qualified individuals for evictions etc.
- Salvation Army located at 67 Park Street, Lewiston (783-0801) offers limited assistance with food, utilities (current amount only), oil, wood and propane.
- Salvation Army Canteen serves lunch on the Spruce Street side of Kennedy Park in Lewiston on M, W, F. People can eat their lunch inside of the Jubilee Center if they so choose.
- Sisters of Charity Food Pantry located at the corner of Walnut and Bates Street, Lewiston is open M-F from 9-11:00 A.M.
- St. Martin De Porres Shelter located at 23 Bartlett Street, Lewiston (786-4690) is a shelter for single individuals only. Guests must be referred. Shelter is open from 5:00P.M. to 8:00 A.M., 7 days a week. The thrift store is open M, W, F from 10:00 A.M. to 4:00 P.M. Household goods and some furniture is sold at modest prices. Food is available only for the guests and clothing is no longer distributed.

- Saint Vincent De Paul Thrift Store located at 101 Ash Street, Lewiston (782-8309) assists with clothing, blankets and small household items with a referral.
- Sexual Assault Crisis Center Auburn 784-5272; Statewide 1-800-871-7741
- Tree Street Youth Center located at 144 Howe Street, Lewiston (513-6866) provides Auburn and Lewiston youth with a safe space that encourages healthy physical, social, emotional, and academic development while building unity across lines of difference.
- Tri-County Crisis Intervention 484 Main Street Lewiston 783-4695
- Tri-County Mental Health Crisis Hotline 783-4680
- Tri-County Mental Health Referral Line 1-888-304-4673
- Tri-County Mental Health Services 1155 Lisbon Street Lewiston 783-9141
- Trinity Jubilee Center located at 247 Bates Street in Lewiston (777-1863) is open M-F from 8:00 A.M. -3:00 P.M.; Saturday from 9:00 A.M-1:00 P.M.; Sunday from 1:00 P.M.-6:00 P.M. Lunch is served at 11:00 A.M. Tuesday, Thursday and Saturday. Dinner is served at 4:45 P.M on Sunday. The food pantry/diaper program is open Thursday from 9:00 A.M. – 12:00 P.M.
- United Somali Women of Maine located at 265 Lisbon Street in Lewiston (753-0061) offers interpreting services and cultural brokering.
- Volunteers of America offers a Homeless Youth Transitional Living program in Lewiston/Auburn. Melissa Moody (207) 689-9172 or Mary O’Leary (207) 442-0181.

Appendix D

ATRC

PUBLIC PARTICIPATION PLAN



August 27, 2015

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I. Introduction

A public participation plan needs to be proactive and inclusive in order to effectively integrate the concerns of a wide variety of affected parties. Therefore, Androscoggin Transportation Resource Center's (ATRC) goals, objectives, policies and programs are created in direct response to the needs of the citizens of Lewiston, Auburn, Lisbon and Sabattus. The Intermodal Surface Transportation Efficiency Act, or ISTEA, mandated that each Metropolitan Planning Organization (MPO) develop a comprehensive public participation plan to enhance the interaction between ATRC and the public, to be more inclusive in transportation planning and projects and to include the public much earlier in the process.

In response to ISTEA's mandate ATRC endorsed its first Public Participation plan on September 30, 1992. ATRC's Public Participation plan has been revised and updated several times to include changes in the guidance received from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) as well as to reflect changes in the ATRC communities.

This document is intended to give ATRC committee members and staff guidance in providing for public participation in its transportation planning and programming processes and other transportation documents to include additional requirements under the 1990 Americans with Disabilities Act and the recent federal transportation reauthorization known as the Moving Ahead for Progress in the 21st Century (MAP-21).

An effective public information process not only serves ATRC by meeting state and federal requirements, but also encourages greater participation in the development of programs or projects that may be controversial.

ATRC provides access to plans and programs through the internet. An e-mail address will be presented and made available for the public to make and receive comments. ATRC maintains a website at www.ATRCMPO.org. Using this medium, transportation planning documents and programming documents, meeting locations and agendas, meeting minutes contact information and a variety of other information such as traffic data are made available to the general public who have access to the internet.

ATRC has expanded the interactive nature and content of the website over time. Draft documents are provided to the public online and the public has an opportunity to comment on projects via e-mail or by other means. Comments will be received, answered by project staff, and become part of the public record. Final documents are posted on the website providing efficient access. Special sections of the website are dedicated to ongoing studies or processes to keep relevant information current, upfront, and available for efficient and timely comment to the public.

II. Federal Regulations

Under the United States Department of Transportation's (USDOT) Metropolitan Planning Regulations (23 CFR 450), all Metropolitan Planning Organizations (MPOs) are required to develop a Public Participation Plan for the development and update of their Transportation Plan and Transportation Improvement Program (TIP).

The Metropolitan Planning Regulations contain the criterion listed below by which ATRC's Public Participation Plan should be administered and evaluated.

A minimum public comment period of 45 days must be provided before the Public Participation Plan is initially adopted or revised.

Timely information regarding transportation issues and processes must be provided to:

- citizens,
- affected public agencies,
- representatives of transportation agency employees,
- private providers of transportation,
- segments of the community, including underserved populations, affected by transportation plans, programs, and projects and;
- other interested parties.

Reasonable public access will be granted to technical and policy information used in the development of plans, TIPs, and open public meetings, where matters related to the federal-aid highway and transit programs is being considered.

Provide adequate public notice of public involvement activities and time for public review and/or comments at key decision points including, but not limited to, approval of plans and TIPs.

Demonstrate explicit consideration and response to public input received during the planning and program development process.

Seek out and consider the needs of those traditionally underserved by existing transportation systems including, but not limited to, low-income and minority households.

When significant written and oral comments are received on either the draft transportation plan or TIP as a result of the public participation plan or the interagency consultation process required under the U.S. Environmental Protection Agency's (EPA) conformity regulations, a summary, analysis and report on the disposition of comments will be made part of the final plan and TIP.

If the final transportation plan or TIP differs significantly from the one which was made available for public comment by the ATRC and raises new material issues which interested parties could not reasonably have foreseen from the public involvement efforts, an additional opportunity for public comment on the revised plan or TIP will be made available (not less than 10 days).

The Public Participation Plan will be periodically reviewed by ATRC in terms of its effectiveness in assuring that the process provides full and open access to all.

These procedures will be reviewed by both FHWA and FTA to assure that full and open access is provided to ATRC's decision-making process.

Metropolitan public involvement processes will be coordinated with the statewide public involvement process, wherever possible to enhance public consideration of the issues, plans and programs and reduce to redundancies and costs.

MAP-21 further provides that MPOs, to the maximum extent practicable: "(i) hold any public meetings at convenient and accessible locations and times; (ii) employ visualization techniques to describe plans; and (iii) make public information available in electronically accessible format and means, such as the World Wide Web, as appropriate to afford reasonable opportunity for consideration of public information." ATRC will utilize its website (www.atrcmpo.org) to host all of its policies, maps, plans, studies, and transportation documents to be publicly available.

TITLE VI/Environmental Justice Non-Discrimination Plan

ATRC is committed to ensuring that the fundamental principles of equal opportunity are upheld in all decisions involving our employees and contractors/consultants, and to ensuring that the public-at-large is afforded access to our programs and services.

To that end, no person will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any ATRC program or activity on the grounds of race, color, national origin, income, sex, age, disability, or limited English proficiency. ATRC assures that all its programs and activities will be free from discrimination, whether those programs and activities are federally funded or not.

ATRC conducts its Title VI/Environmental Justice Program in a team approach involving all ATRC personnel. The Director of ATRC is responsible to ensure ATRC's compliance with the Title VI/Environmental Justice implementing regulations. All publications from ATRC will include language such as: "In accordance with the Civil Rights Act of 1964, ATRC does not discriminate on the basis of race, color or national origin. For more information about these protections or to file a complaint, please

contact ATRC, 125 Manley Road, Auburn, ME 04210.”

III. State Regulations

On September 10, 2008, the Sensible Transportation Policy Act rule was adopted pursuant to the Sensible Transportation Policy Act, 23 Maine Revised Statute §73. The decisions made in the transportation sector are of critical importance to the people of Maine. The field of transportation is diverse ranging from pedestrian to motorized vehicles to telecommunications. This rule reflects the diversity in the decision-making which occurs in the planning and development of Maine's transportation network.

The rule provides a framework for examining a range of choices. It recognizes there are benefits and costs (social, financial, energy, and environmental quality) to transportation decisions. The safety of the traveling public is of paramount importance, but transportation as a resource needs to be both supplied as well as conserved. The livability of a community can be significantly influenced by transportation and land use decisions. The rule identifies policies and management strategies for the analysis of these diverse issues.

This rule has been developed in response to the Sensible Transportation Policy Act, as amended. There are other state and federal statutes that significantly affect the Maine Department of Transportation's activities. These statutes (e.g. 23 USC §101 *et seq.*, Intermodal Surface Transportation Efficiency Act of 1991, ((ISTEA)) Pub. L. No. 102-240, 105 Stat 1914 and its subsequent authorizations, the National Environmental Policy Act, 42 U.S.C. §4321 *et seq.*; Clean Air Act, 42 U.S.C. §7401 *et seq.* and the Clean Water Act 33 U.S.C. §1251 *et seq.*) and others have specific processes and evaluations which may require a substantial commitment of resources by the Maine Department of Transportation (MaineDOT). To the extent possible MaineDOT shall avoid duplication when utilizing the processes and evaluations set forth in this rule to meet its obligations under other state and federal laws.

Transportation planning within Maine's Metropolitan Planning Areas is the responsibility of each respectively designated Metropolitan Planning Organization (MPO). MPOs carry out their planning activities in cooperation with MaineDOT, and are subject to the same state and federal planning policies, processes and requirements as MaineDOT.

The transportation plans and transportation improvement programs developed by the MPOs are incorporated into MaineDOT's long-range plans and capital improvement plans. The MPOs are responsible for self-certifying to MaineDOT and FHWA that the MPO planning process conforms to both State and Federal rules for transportation planning.

When developing or updating MPO long range plans, MPOs in cooperation with

MaineDOT and the Regional Councils will develop and maintain an inventory of existing and proposed transportation systems. This inventory will be comprehensive and will include such elements as system usage, system characteristics and system condition.

MPO long-range plans should also include consideration of municipal or multimunicipal land use development patterns and management efforts within the MPO planning area. MPO long-range plans may include transportation and land use planning policies that guide MPO and MaineDOT capital investment decisions and planning processes. MPOs may also include recommendations to MaineDOT and MPO area municipalities for land use and transportation goals, policies, objectives and strategies that assure the long-term benefits of the regional transportation system.

When an MPO Long-Range Plan includes recommendations for projects which add new highway capacity, the MPO long-range plan may document existing land use conditions in the area(s) affected by the proposed project(s) and include land use policy recommendations to municipalities to preserve any added capacity.

IV. ATRC Committee Meetings

ATRC has two standing committees that meet on a regular basis throughout the year. The ATRC Policy Committee is the governing body of ATRC and responsible for developing the 20-Year Transportation Plan, the Transportation Improvement Program, and overseeing the management of the planning process. The Technical Committee is responsible for the technical input to the plans and programs. All committee meetings are open to the public. Policy Committee meetings are typically held on the 4th Thursday of the month at 10:00am, and Technical Committee meetings are typically held on the 2nd Thursday of the month at 10:00am, unless a meeting cancellation is distributed seven (7) days prior to the meeting date.

Meeting notices and agendas will be sent to all voting and nonvoting members of the ATRC Technical and Policy Committees at least seven (7) days prior to the scheduled meeting. With seven (7) days prior notice, regular Policy Committee meetings can also be scheduled for other dates. A special meeting may be called by either committee's chairperson or any three voting members at any time. Notification to members may be written, oral, or via electronic means. Significant efforts to provide notification to the media and the public will be made. Representatives for both the Policy and Technical Committees are listed below:

A. Voting Members

- City of Auburn - (2 voting members)
- City of Lewiston - (2 voting members)
- Town of Lisbon - (2 voting members)

- Town of Sabattus - (1 voting member)
- Maine Department of Transportation (MDOT) - (1 voting member)
- Androscoggin Valley Council of Governments (AVCOG) - (2 voting members)
- Maine Turnpike Authority (MTA) – (1 voting member)

Non-Voting Members

- Androscoggin County Chamber of Commerce
- Lewiston-Auburn Transit Committee (LATC)
- Western Maine Transportation Services (WMTS)
- Federal Highway Administration (FHWA)
- Federal Transit Administration (FTA)
- Federal Railroad Administration (FRA)
- Federal Aviation Administration (FAA)

Procedures and protocol for ATRC's committee meetings can be reviewed by obtaining a copy of the *Organizational Bylaws of the Androscoggin Transportation Resource Center* adopted September 29, 1995, and last amended December 22, 2005.

Meeting notices and agenda will be sent out to all "interested and affected parties". The list will remain open to any new agencies or individuals wishing to be notified of ATRC's activities. Meeting announcements are also available on the ATRC Web site: (www.atrcmpo.org) Member communities are encouraged to post these notices and announcements on their respective municipal websites as well.

ATRC has and will continue to identify and include agencies and individuals that represent the transportation needs of persons and groups who have been traditionally underserved by existing transportation systems into the transportation planning process.

ATRC will maintain and update the affected and interested parties list so that stakeholders in the region's planning process can be actively involved. The list will be used to keep individuals, groups and agencies informed regarding the development of the transportation plan and the TIP and to notify them about specific opportunities for public involvement. Anyone can be put on the email notification list by contacting avcog@avcog.org requesting so.

How to Connect with Us

ATRC is committed to a public participation plan that includes opportunities for interaction with the Policy Committee, other elected officials, local planning and public works directors, business, community, and education leaders, and other key stakeholders. Public workshops, meetings, and other outreach efforts provide forums for input and feedback on ATRC policy, program, project, and funding decisions.

Get on Our Contact Lists

ATRC maintains email and mailing lists so we can provide information to those who request it. Contact ATRC at avcog@avcog.org or (207) 783-9186 and let us know when and how you want to hear from us.

Visit www.ATRCMPO.org

The comprehensive ATRC website is your resource for regional information, project updates, traffic data, meeting schedules, agendas and minutes, and reports and other publications.

View Our Calendar

Visit www.ATRCMPO.org/mpocalendar for a comprehensive calendar of all Technical and Policy Committee meetings, planning study meetings, public meetings, and more. These meetings are open to the public and agendas are typically posted seven days in advance of the meeting.

V. Development of the Unified Planning Work Program (UPWP)

To ensure that the biennial ATRC Work Plan, the Unified Planning Work Program (UPWP), provides for effective public involvement, ATRC will solicit comments on proposed planning activities through:

- (1) a direct email to the affected and interested parties listed above; and
- (2) a solicitation on the ATRC website (www.atrcmpo.org)

Comments will be made available to the ATRC Technical Committee before they begin the development of the UPWP. Copies of the Draft UPWP and approved UPWP will be available to the general public upon request and on the ATRC website. A 21-day public notice period will be provided for comment on this document.

VI. Access to the ATRC Committees

ISTEA and the subsequent Transportation Efficiency Act for the 21st Century (TEA-21) and MAP-21 each specifies that the public must be granted access information to the technical and policy committees and assumptions underlying the planning and emissions models used to carry out transportation decision-making and air quality conformity determinations. ATRC will satisfy this requirement in four ways:

Public Notice for ATRC Meetings

A notice for all ATRC meetings will be made available to the media for publication in the local paper as well as in the ATRC web page. Meeting notices will be given a minimum of a week in advance.

The Androscoggin Valley Council of Governments' Newsletter

The AVCOG provides staff time to ATRC under contract. AVCOG publishes a quarterly newsletter, which has wide distribution throughout Androscoggin, Franklin and Oxford Counties. The newsletter contains a section on ATRC news. ATRC staff will continue to include timely articles on demographic and land use projections, transit fares, roadway levels of service, traffic model information, air quality information, etc. Traffic data for the state and MPO area such as road counts, vehicle classification, turning movement counts, and high crash locations are available as interactive maps on the ATRC website (www.atrcmpo.org).

Information Center

Service requests are handled expeditiously by staff and are seen as a real benefit to the individuals and organizations in the community who utilize the information. ATRC takes care to keep its online traffic data maps updated for public use on demand.

Transportation Plan and TIP Development

The public will have ample opportunity to review technical and policy information and assumptions through the Public Participation plan outlined in Section VII and VIII below. Additionally, ATRC documents the project selection procedures used to develop every TIP. This document will be made available to the public for review and comment, along with the Draft TIP document. This document is available on the ATRC website (www.atrcmpo.org).

ATRC Informational Presentations and Brochure

Appearances may be done with an ATRC brochure and presentation before various groups. Because ATRC might be considered a unique organization, every effort will be made to provide as clear as possible information on what it does and what role citizens and public officials have in the area's transportation planning process. Information will be made available at city halls and public libraries as well as on the ATRC web page with a document explaining what ATRC is.

VII. Updating the Long Range Transportation Plan

ATRC is responsible for updating the Long Range Transportation Plan on a recurring basis as required by federal regulation 23 CFR Part 450. The Long Range Transportation Plan is required to look out a minimum of 20 years.

Public Notification of Transportation Plan Development

ATRC will provide notice to the public of the intent to develop or update the transportation plan at the start of the development process. This notice will be published in local media; posted in the town offices and city halls of each community in the ATRC area, on the ATRC website, and sent to those interested groups and

agencies included on the list of “interested and affected parties”. ATRC will also attempt to reach those interested in the development of the transportation plan by using various public outreach strategies, which may include, but are not limited to, newsletters, news releases, newspaper inserts, bulletin boards, transit distribution and public service advertisements.

The public notice will include at least the following information:

- a brief description of the planning process,
- a schedule for when decisions will be made,
- how the transportation plan may affect the region,
- what opportunities exist for public participation, and;
- ATRC’s contact for obtaining further information.

A. Public Forums/Workshops

At appropriate points during the development of the transportation plan, ATRC will hold separate public forums to discuss the bicycle/pedestrian, transit, freight, highway and bridge as well as any other components of the Long-Range Transportation Plan identified by the Technical or Policy Committees and/or other interested parties.

A public informational meeting will then be held to discuss the development of the entire transportation plan, including transportation system deficiencies, alternative solutions, project priorities and other issues deemed appropriate. A 30-day public notice period will be provided for each of these meetings.

Public notices for these meetings will be published in the local daily newspaper, in the towns or city halls of each ATRC community and will be sent to those interested groups and agencies included on the list of “interested and affected parties” at least ten days prior to the meeting as well as being on the ATRC website. ATRC will endeavor to identify neighborhoods readily affected by system deficiencies and attempt to involve them as an “interested or affected party.” ATRC may use a variety of approaches to foster effective public involvement.

Public Meeting on Draft Transportation Plan

Upon completion of the Draft Transportation Plan, ATRC will schedule a public meeting on the document. Individuals and organizations identified on the “interested and affected parties” list will be notified and offered the opportunity to participate in and/or offer comment. The purpose of the hearing will be primarily for ATRC to collect comments regarding the content of the Draft Transportation Plan.

A Public Notice will be created and displayed using various media and will encourage submission of written comments by those unable to attend the hearing. A comment

period of 30 days beginning from the date of the hearing notice will be provided during which time any comments may be submitted for consideration by ATRC's Policy Committee. The draft transportation plan will be made available for inspection at the time of the hearing notice. Copies of the plan will be made available at AVCOG, 125 Manley Road, Auburn, at the town and city halls of the four ATRC communities, and in an electronic format on ATRC's Web site: <http://www.atrcmpo.org>.

At the public meeting, ATRC will present pertinent information contained in the draft transportation plan and receive comments from the public. If a Significant Highway Project is determined under MSTPA, the ATRC Policy Committee will tailor a specific public involvement strategy after the required interagency consultation process is accomplished. This strategy will engage the public in the consideration of the purpose and need for the major investment as well as development and evaluation of all "reasonable" alternatives.

An Executive Summary of the Transportation Plan will be made available to the attendees at the meeting. All substantive comments received during the proceedings will be documented by ATRC. All written comments received will be acknowledged in writing.

Preparation of Final Transportation Plan

ATRC will prepare the final transportation plan after carefully considering all of the comments and input received from the public process. All substantive written or oral comments received on the draft plan will be included in the final plan.

If the final plan contains substantive changes from the one which was made available for public comment, or raises new material issues which interested parties could not reasonably have foreseen from the public involvement efforts, ATRC will provide an additional duly noticed public comment period on the revised draft plan of not less than ten days.

The final Transportation Plan will contain ATRC's responses to all comments received on the draft and, if necessary, the final plan. ATRC will provide a copy of the final Transportation Plan to each Town Office or City Hall and library in the ATRC area electronically. As the plan is updated, so will these copies.

VIII. Development of the TIP

The biennial process of updating the TIP should, generally follow the same notification provisions as the Long Range Transportation Plan.

A. Public Notification of TIP Development

ATRC will provide notice to the public of the intent to develop or update the TIP at the start of the development process. This notice will be posted in the town and city halls of each community in the ATRC area, posted to the ATRC website (<http://www.atrcmpo.org>), and sent to those interested groups and agencies included on the list of “interested and affected parties”. ATRC will also attempt to reach those interested in the TIP’s development by using various public outreach strategies, which may include, but are not limited to, newsletters, news releases, newspaper inserts, bulletin boards, transit distribution and public service advertisements.

The public notice will include at least the following information: a brief description of the planning process tied to a schedule for when decisions will be made; how the TIP may affect the region; what opportunities exist for public participation; and ATRC’s contact for obtaining further information.

Project Selection at ATRC Technical Committee Meetings

Recommendations for potential TIP projects will be solicited from member organizations. Projects from the municipalities will be endorsed by their respective communities. A description of each proposed project will be placed on file at municipal offices at least 21 days prior to proceeding with the ATRC Project Selection Process. Notification that this list is available to be reviewed by the general public at AVCOG or municipal offices will be made in various media, on the ATRC website and the email lists to the Technical and Policy Committees. Further, a project that is submitted to ATRC for funding consideration must be certified by the municipality or organization that it has undergone a public participation process prior to its consideration by the ATRC. This certification will be noted in the written project information form provided by ATRC and filled out by each municipality.

MaineDOT STIP Process and Capital Work Plan

The Maine Department of Transportation develops an annual list of projects for funding to the State Legislature to secure state funding for capital projects. This document is, among statewide projects, a combination of MaineDOT and ATRC sponsored projects. Upon completion of the draft list of prioritized projects for submittal for funding in the MaineDOT Capital Work Plan, ATRC will make that list available to the public. Individuals and organizations identified on the “interested and affected parties” list will be notified and offered the opportunity to comment.

The Public Notice will be posted on the ATRC website, ATRC community websites, and will encourage submission of written comments. A 21-day comment period begins the date of the notice will be provided during which time comments may be submitted for

consideration by the ATRC Policy Committee. Copies of the list will be made available at AVCOG, 125 Manley Road, Auburn, and at the town office and city halls of the four ATRC communities as well as in electronic format on ATRC's Web site (www.atrcmpo.org) All substantive comments received during the comment period will be documented by ATRC. All written comments received will be acknowledged in writing.

Preparation of Final TIP

ATRC will prepare its final TIP after receiving an updated list of projects scheduled for funding from the Maine Department of Transportation.

The final TIP will contain ATRC's responses to all comments received on the draft TIP. The ATRC will provide an electronic copy of the final TIP to each town and city hall and other gathering places in the ATRC area. As the TIP is updated, so will these copies.

Updating Project Selection Criteria/Formula

Any substantive change in ATRC's TIP project selection criteria or formula is subject to public review and comment. Amendments to the TIP selection criteria and formula will be accomplished before the initiation of the TIP development process. ATRC will notify the public of its intent to update the TIP selection criteria and/or formula and make said material available to the public for comment. The ATRC TIP project selection criteria document is available on its website (www.atrcmpo.org).

FTA Public Hearing Requirements

Both the Lewiston-Auburn Transit Committee and Western Maine Transportation System (WMTS), FTA Section 5307(c) applicants have consulted with ATRC and concur that the public participation plan adopted by the ATRC for the development of the TIP satisfies the requirements that pertain to the development of the Program of Projects for Section 5307, Urbanized Area Formula Program, grant application including the provision for public notice and the time established for public review and comment.

For FTA projects that are not routine, such as Section 5307 applications that require an environmental impact statement, the public involvement provided for herein for TIP review is not sufficient. Any additional public involvement as present in the joint FHWA/FTA environmental regulations 23 CFR part 771 will be required by FTA for grant approval.

Transportation Plan and TIP Amendments

In general, the 20-Year Transportation Plan is updated every five years, and the TIP is developed every two years. For 2014, changes to MaineDOT transportation processes have a conversion to an annual calendar year process, which ATRC mimics by updating and confirming its 2-year TIP on an annual basis. Whenever action is taken by the ATRC Policy Committee at the project level and is between these time periods, an amendment is necessary. ATRC will publish the proposed amendment to the Transportation Plan or TIP with a brief description or summary of the amendment(s) included. All technical analysis in support of the amendment including any air quality/conformity analysis will be referenced in the public notice and made available to the public for review and comment. A 14-day comment period beginning from the date of the public notice will be provided in which comments may be submitted to ATRC for consideration.

Chart 1: Public Participation Comment Periods

<u>Program</u>	<u>Posting and Comment Period</u>	<u>Document Updated</u>
<u>Public Participation Plan</u>	<u>45 Days*</u>	<u>Periodically</u>
<u>TIP Publication</u>	<u>21 Days</u>	<u>2 Years</u>
<u>TIP Amendment</u>	<u>14 Days</u>	<u>As Needed</u>
<u>TIP Modification</u>	<u>N/A</u>	<u>As Needed</u>
<u>TIP Project Candidate List</u>	<u>21 Days</u>	<u>1 Year</u>
<u>UPWP</u>	<u>21 Days</u>	<u>2 Years</u>
<u>Long Range Plan</u>	<u>30 Days*</u>	<u>5 Years</u>
<u>Long Range Plan Amendment</u>	<u>14 Days</u>	<u>As Needed</u>

*Federal Mandated Time Period



Title VI Program

April 2022

Prepared by:

Greater Portland Transit District

114 Valley Street

Portland, ME 04102

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gpmetro.org

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Sec. 1.0 INTRODUCTION

This Greater Portland Transit District's (METRO) Title VI Program has been updated to ensure that the level and quality of METRO's fixed route and demand response services are provided in a nondiscriminatory manner and that the opportunity for full and fair participation is offered to METRO's riders and other community members. Additionally, through this program, METRO has examined the need for services and materials for persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English.

METRO is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or subjected to discrimination in the receipt of any of METRO's services on the basis of race, color, or national origin. The contents of this program have been prepared in accordance with Section 601 of Title VI of the Civil Rights Act of 1964 and Executive Order 13116 (Improving Access to Services for Persons with Limited English Proficiency).

Under the Civil Rights Act of 1964, and as a recipient of federal funding under the programs of the Federal Transit Administration (FTA) and of the U.S. Department of Transportation (US DOT), METRO has an obligation to ensure that:

- The benefits of its bus services are shared equitably throughout the service area;
- The level and quality of bus services are sufficient to provide equal access to all riders in the service area;
- No one is precluded from participating in METRO's service planning and development process;
- Decisions regarding service changes or facility locations are made without regard to race, color, or national origin and that development and urban renewal benefitting a community as a whole not be unjustifiably purchased through the disproportionate allocation of its adverse environmental and health burdens on the community's minority population; and
- A program is in place for correcting any discrimination, whether intentional or unintentional.

METRO has sought to engage the public in the development and update of this program. METRO engaged community organizations, riders, and staff to provide input. METRO's Board of Directors was involved in the update of this program. In **February and March 2022**, the Board's Ridership Committee reviewed the draft Title VI Program. The scope of the public notice was increased to notify the public and transit users that the Title VI Program was under review and public participation was encouraged. Following this review, the final proposed program was reviewed and approved by the METRO Board of Directors **on March 24, 2022**.

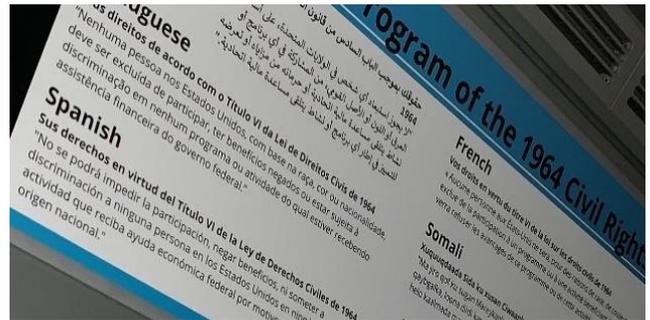
This program contains all of the elements required of a transit provider operating in an urbanized area of 200,000 or more in population and operating less than fifty (50) vehicles in peak service. It supersedes METRO’s Title VI Program of 2019 and is effective as of **April 30, 2022**. It has been prepared using data from the 2014-2018 American Community Survey 5-year Estimate, the most recent such data available at the time of this document’s adoption.

Sec. 2.0 GENERAL REQUIREMENTS

2.1 Notice to the Public:

To make METRO’s riders aware of its commitment to Title VI compliance, and of their right to file a civil rights complaint, METRO has presented the following language on its website (gpmetro.org), on posters at the Congress/Elm Transit Center and in buses, and in brochures.

Title VI of the Civil Rights Act of 1964
"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."



Title VI translations in five languages is posted on buses.

2.2 Procedures for Filing a Complaint:

These procedures cover all complaints under Title VI of the Civil Rights Act of 1964. Members of the public who believe they have been the subject of discrimination can file a written and signed complaint up to 180 days from the date of the alleged discrimination. To find out more about METRO’s nondiscrimination procedures or to file a complaint, look for information online at gpmetro.org or call **(207) 774-0351**.

Any individual, group of individuals, or entity that believes it has been subjected to discrimination prohibited under Title VI may file a complaint by completing the METRO complaint form and forwarding it to:

Greater Portland Transit District
Attn: Executive Director
114 Valley Street
Portland, ME 04102

METRO has developed a **Title VI Complaint Form (Attachment A)** that asks for the following information:

- Individual contact information.
- Date and location of incident.
- Detailed description of incident, the basis for alleging that discrimination has occurred, and identification of all involved parties.
- Identification of any witnesses to the incident.

Title VI complaints must be signed and dated. Members of the public can access complaint forms and instructions at METRO's Congress/Elm Transit Center, main office located at 114 Valley Street, Portland ME 04102, and on the website (gpmetro.org). Hard copy forms and instructions can be mailed upon request.

In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Transportation Manager. Under these circumstances, the complainant will be interviewed, and the Transportation Manager will assist the complainant in converting the verbal allegations to writing.

2.3 Procedures for Processing a Complaint

These procedures cover all complaints under Title VI of the Civil Rights Act of 1964, Executive Order 12898 "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations" (1994), and Executive Order 13166 "Improving Access to Services to Persons with Limited English Proficiency" (2000), for alleged discrimination in a program or activity administered by METRO.

The following measures will be taken to resolve Title VI complaints.

COMPLAINT HANDLING PROCEDURES

Within two (2) business days, the Transit Operations Manager will notify the customer that he/she received the complaint and will conduct an investigation. Within the same timeframe, the EEO Officer will be immediately notified of any complaints identified as, or initially believed to be, Title VI.

- a. If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided thirty (30) business days to submit the required information. Failure to do so may be considered cause for a determination of no investigative merit.

1. FOR GENERAL COMPLAINTS - within ten (10) business days from receipt of a complete complaint, the Transit Operations Manager will complete a written report outlining the investigation's conclusions and what, if any, resolutions will be implemented.
2. TITLE VI COMPLAINTS – within two (2) business days from receipt of a complete complaint, the Transit Operations Manager (or designee in the case of absence) will report the complaint to the EEO Officer who will determine whether the complaint has sufficient merit to warrant additional investigation as an ADA or Title VI complaint. Within three (3) business days from this decision point, the EEO Officer (or designee) will notify the Complainant whether or not a formal Title VI investigation will be pursued.

If the complaint is deemed to have investigative merit: A complete investigation will be conducted, and an investigative report will be completed within sixty (60) days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, a finding with recommendations for remedial steps as appropriate and necessary. The remedial steps, if any, will be implemented as soon as practicable. The Complainant will receive a copy of the final report together with any remedial steps.

If the decision is not to investigate as a Title VI complaint: the notification shall specifically state the reason for the decision.

- a. The complainant may appeal the EEO Officer's decision by making a written request to the Executive Director within thirty (30) days of receiving the EEO Officer's decision.
- b. Upon receiving an appeal, the Executive Director will evaluate the appeals request, the original complaint, the facts of the case including the investigation process, conclusions and outcomes. The Executive Director's primary evaluation criteria will include: proper application of Title VI law and regulations, consistent and equitable investigation process, sound judgment and considerations of operational practicality.
- c. The Executive Director will respond to the appeal within ten (10) business days.
- d. Complaints may also be filed with the Federal Transit Administration (FTA) no later than 180 days after the date of the alleged discrimination. Complaints to FTA may be submitted to the following office:

Federal Transit Administration
Office of Civil Rights
55 Broadway, 9th Floor
Cambridge, MA 02142

The EEO Officer will retain all pertinent records of ADA and Title VI complaints for five (5) years. Using MS Excel, MS Access, or other appropriate database tool, the EEO Officer will maintain a summary log of all complaints received for one (1) year. The log shall include the date the

complaint was filed, the type of complaint (i.e., General, ADA, Title VI), a summary of the allegations, the status of the complaint, and actions taken by METRO in response to the complaint. See **Attachment B: Policies and Procedures for General, ADA, and Title VI Complaints** and **Attachment C: METRO's TITLE VI – Log of Complaints and Investigations (2019-2022)**.

Sec. 3.0 METRO'S PUBLIC PARTICIPATION PLAN

METRO's Public Participation Plan has been prepared to ensure that no one is precluded from participating in METRO's service planning and development process.

3.1 METRO Public Involvement Efforts

METRO uses a variety of proactive methods to gather broad-based public input on its services, standards, and projects.

- ***Board of Directors and Board Committee Meetings*** – these meetings are open to the public and the meeting location is accessible by transit as well as ADA accessible. From March 2020 through April 2022, (due to the COVID-19 pandemic) most meetings were held virtually. The link to meetings was made available to the public. Every agenda includes a separate item for public comment. Agendas are posted on the website and at METRO's transit center. All supporting materials are posted on METRO's website, along with the agenda. METRO's website includes options for riders to subscribe to receive text alerts for meeting agendas, schedule changes, and other updates. The Board and its three committees each meet monthly. The regular meeting dates for the Board and its three committee meetings are established at the beginning of the year and listed on METRO's website (www.gpmetro.org) and posted at the METRO Pulse at Elm Street, METRO's downtown transportation hub, allowing the public ample notice for meeting dates.

The Board's three committees include Executive, Ridership, and Finance. The Ridership Committee meets monthly, typically the third Thursday, and includes agenda items most impacting riders. Service plans, fares, and budgeting are discussed and decided at Board and Committee meetings. The Executive Director and staff, as directed by the Executive Director, are available at all meetings. Guests in attendance are asked for their contact information. Members of the general public are invited to speak at the meetings. METRO provides translation and interpreter services, including American Sign Language, upon request.

- ***Targeted Community Workshops*** – for service improvements and expansions, METRO holds more focused community workshops. The most recent examples of these were held during METRO's planning process for fare pricing and payment changes (see 3.3 herein) and proposed changes to METRO service on the Portland Peninsula route (2019-2021).

- **Task Forces and Advisory Committees** – METRO facilitates the assembly of task forces for specific initiatives. Most recently (2019), a Task Force was formed to guide a discussion around a proposal to change transit service on the Portland Peninsula. The Task Force was comprised of key stakeholders from the community and held regular meetings. A decision was made to pause the plans for this service change; however, several tactics that were used to reach LEP persons, such as videos and meetings with interpreters and translated surveys, will be used for future projects.
- **Online Comment Form** – METRO manages an online comment form on its website to allow members of the public to submit questions, comments, and complaints.
- **E-Mail** - METRO address - info@gpmetro.org: requests, comments, and suggestions.
- **Metropolitan Planning Organization (MPO) Process** – The MPO formally notices and conducts public hearings on behalf of METRO and other regional transportation providers for the purpose of the gathering public comments on the regional program of projects and updates to the Transportation Improvement Program (TIP).
- **Local City/Town Council Meetings** – Each year, Greater Portland METRO’s member communities -- Portland, Westbrook, Falmouth, and as of 2019, Brunswick, Freeport, and Yarmouth, consider their local contributions as part of their annual budget processes. METRO staff often provides presentations on budget, services, and current/proposed projects at these budget meetings, which are open to the public.

3.2 **Public Comment for Fare Increases and Major Service Reductions**

METRO holds issue-specific public meetings whenever the agency is considering one or more of the following changes:

- A fare increase or significant change in the method of fare payment.
- A new route is being established.
- An existing route is proposed for elimination.
- Considering the total discontinuance of service on any route or group of routes on any given day when service is currently offered.
- Any system-wide change in service hours that exceeds (plus or minus) 10% of current total service hours.
- Proposed modifications to routes or groups of routes that would affect more than 25% of the riders using the affected routes.
- Proposed schedule changes on any given route or group of routes that reduces the total number of one-way bus trips by more than 25% of the current number of bus trips.
- For minor schedule and service changes not rising to the level of those above, METRO

will post notices on appropriate buses and stops fourteen (14) days in advance of the change date.

The approval process for all the above, except minor changes, will take the following form:

Step 1 - Internal staff review based on documented need, professional judgment, public request.

Step 2 - Preliminary review of proposed changes by one or more committees of the Board of Directors.

Step 3 - Preliminary review by full Board of Directors.

Step 4 – Public input process commences using public meetings and other approached to gather broad-based feedback including surveys, presentations to stakeholder groups and organizations, and public presentations to city/town councils or other public bodies (e.g., planning boards, and council committees).

Step 5 - Public input along with final recommendations communicated to the METRO Board of Directors.

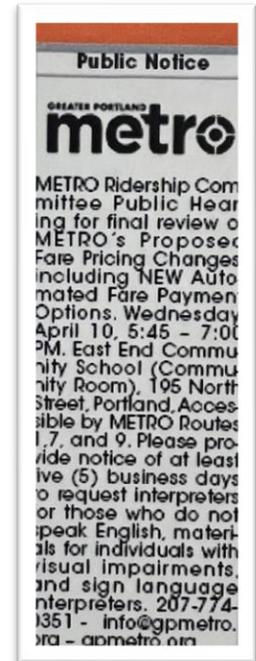
METRO's Public Participation Plan is outlined in **Attachment D – Policy and Procedures for Soliciting and Considering Public Comment on Fare Increases and Major Service Reductions**.

Per this policy, meetings are held in communities along METRO service routes, with at least one held on a weekday evening and one on a Saturday. Meetings are always held at a location that is transit and ADA accessible.

Most meetings held between March 2020 and April 2022 were held remotely, due to the COVID-19 pandemic. Information on how to attend remote meetings is provided on the METRO website and included on signage posted at METRO's downtown transportation hub (21 Elm St. in Portland).

Alerting the public to these meetings includes the following outreach tactics:

- Formal notice in one or more local newspaper(s)
- Brochures on board all buses
- Brochures/posters posted at METRO's transit center
- Facebook posts and other social media outlets.
- Notices on METRO's website and websites of member communities
- Newsletter distribution and e-mail blasts to numerous community organizations, stakeholders, and residents who have asked to be on METRO's e-mail distribution list, including subscribers to METRO's website new alerts.



3.3 Fare Change Program – Introduced October 1, 2020

In 2019, Greater Portland METRO held interactive public meetings in all communities within their transit system to inform and gather feedback on a proposed fare increase and new electronic fare system. As part of the planning process, a Title VI Fare Change Review (**Attachment E**) was conducted in addition to the tactics listed above. (**Attachment F – Public Participation Planning Process Summary**).

The new fare system was originally planned to kick off April 1, 2020; however, due to the COVID -19 pandemic, METRO instead suspended fares through the end of September 2020 and introduced the new fare system and fare increase on October 1, 2020.

Leading up to the launch, METRO staff, held community outreach sessions (following pandemic protocols) to explain the new system, translated mobile app and smartcard instructions on the new fare system, and included several videos, some interpreted, which further explained its benefits. METRO has continued to accept cash fares and provides opportunities for unbanked riders to use the system. Riders can load value on to their smart card at CVS, Walgreens, and 7-Eleven locations.

A fare-capping feature and 90-minute pass provides additional cost-saving benefits.

METRO collaborated with two other regional transit systems on this project, Biddeford Saco Old Orchard Beach Transit and South Portland Bus Service, providing opportunities for riders to travel throughout the region using different transit systems but one fare system.

Following the launch of the fare system, a new version was introduced that features one mobile app to plan trips, pay fare, and track buses. The new UMO Mobility App / DiriGo Pass and related website – DiriGoPass.org can be accessed in multiple languages. Instructions for the smartcard and mobile app have been translated into five languages – Arabic, French, Portuguese, Somali, and Spanish.

3.4 Public Transit-Human Services Transportation

METRO participates in the local public transit-human services transportation coordinated planning effort. To be eligible for Section 5310, 5316, or 5317 funds administered by the State, projects must be in the local plan. Through our participation in the planning efforts, we regularly meet with representatives of human service agencies to discuss the transportation needs of elderly persons, persons with disabilities, low income, and LEP persons to ensure our current or planned services meet the needs of these individuals.

In addition, METRO participates in Greater Portland Council of Governments (GPCOG) outreach activities, such as the Bus Ambassador Program, Transit Together, Community



Amjambo Africa is a monthly newspaper featuring news for the immigrant community in the Greater Portland region. This page includes a story about the new fare system and ad translated into several languages.

Transportation Leaders, Ride With Me, and Travel Helpers, that support outreach efforts to low income, LEP, and senior populations.

3.5 Transportation Improvement Program (TIP) Public Involvement Process

The public involvement process for the Transportation Improvement Program (TIP) provides the public another opportunity to participate in METRO's transportation planning efforts. This effort is led by the Portland Area Comprehensive Transportation System (PACTS) and Metropolitan Planning Organization (MPO). PACTS has a written public involvement plan and an approved Title VI Plan.

Strategies used by PACTS to inform and involve the public in transportation planning efforts include:

- Website, news releases to local media, and public notices distributed to interested parties by email;
- Workshops and forums;
- Public opinion surveys;
- Presentations to civic and professional groups;
- Outreach to stakeholder organizations; and
- Convening the Transportation & Community Well-Being Network

In 2017, GPCOG and PACTS launched the Transportation & Community Well-Being Network, which meets monthly. This "mobility management" network brings together key stakeholders to share information and work together on improving transportation access and options for people who experience barriers. The network includes representatives from human services, health care, transportation, aging, disability, and representatives from populations that frequently experience transportation barriers. The Network provides a venue for coordination and information sharing and includes representatives from regional transit agencies, including Greater Portland METRO staff, and stakeholders from non-profit services and organizations, including those that support LEP persons.

SEC. 4.0 LANGUAGE ASSISTANCE PLAN

4.1 Four-Factor Analysis

In order to ensure meaningful access to programs and activities, METRO conducted the four-factor analysis and, based on the results of the analysis, developed a language assistance plan to aid efforts in reaching persons with **Limited English Proficiency (LEP)**.

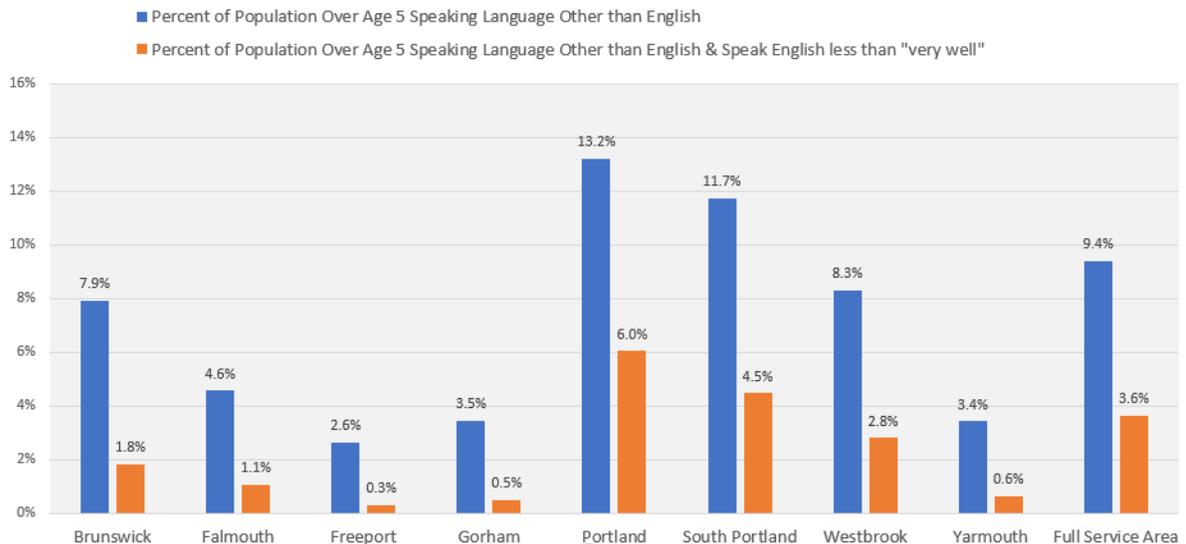
METRO analyzed the following four factors:

- The number and proportion of LEP persons served or encountered in the eligible service population;
- The frequency with which LEP individuals come into contact with METRO services and programs;
- The nature and importance of the program, activity, or service provided by our program;
- The resources available to the recipient and costs.

Factor 1: Number and Proportion of LEP Persons Served or Encountered

The first step in determining components of an LEP Plan is understanding the proportion of LEP persons who may encounter and use METRO’s services, their literacy skills in English and their native language, and the location of their communities and neighborhoods. Across the seven service areas covered by METRO, the data indicates a total population of 168,159. Within the population, 15,385 are estimated to speak another language at home (9.4%) other than English. Within this population, 6,446 (3.6%) are estimated to speak English “less than very well. Table 1 illustrates this distribution by municipality.

Table 1: Proportion of Languages other than English by Community:



Source: 2014-2018 American Community Survey 5-yr Estimate/ DP02 Selected Social Characteristics in the United States
Table 2: Top Population Groups with Highest Proportions of Individuals over 5 years of Age.

	Total Population (over age 5)	Pop. Speaking Language other than English	Spanish		Other Indo-European languages		Asian and Pacific Islander languages		Other languages	
			Count	%	Count	%	Count	%	Count	%
Brunswick	14,208	1,126	194	1.4%	554	3.9%	320	2.3%	58	0.1%
Falmouth	11,619	529	124	1.1%	239	2.1%	190	1.6%	46	0.4%
Freeport	8,023	212	25	0.3%	158	2.0%	27	0.3%	2	0.0%
Gorham	16,510	570	173	1.0%	258	1.6%	52	0.3%	87	0.5%
Portland	63,337	8,360	1,211	1.9%	3,124	4.9%	1,595	2.5%	2,430	3.8%
South Portland	24,351	2,854	382	1.6%	1,053	4.3%	339	1.4%	1,080	4.4%
Westbrook	17,522	1,453	169	1.0%	582	3.3%	185	1.1%	517	3.0%
Yarmouth	8,239	281	8	0.1%	215	2.6%	9	0.1%	49	0.6%
Service Area		15,385	2,286	1.4%	6,183	3.8%	2,217	1.7%	4,269	2.6%

	Total Population (over age 5)	Pop. Speaking Language other than English	Spanish		Other Indo-European languages		Asian and Pacific Islander languages		Other languages	
			Count	%	Count	%	Count	%	Count	%
Brunswick	14,208	259	0	0.0%	128	0.7%	111	0.3%	20	0.3%
Falmouth	11,619	124	0	0.0%	38	0.3%	46	0.4%	29	0.2%
Freeport	8,023	23	0	0.0%	23	0.3%	0	0.0%	0	0.0%
Gorham	16,510	80	14	0.1%	8	0.0%	11	0.1%	47	0.3%
Portland	63,337	3,826	421	0.7%	1,308	2.1%	735	1.2%	1,362	2.1%
South Portland	24,531	1,087	90	0.4%	260	1.1%	219	0.9%	518	2.1%
Westbrook	17,522	491	11	0.1%	109	0.6%	67	0.4%	304	1.7%
Yarmouth	8,239	51	0	0.0%	51	0.6%	0	0.0%	0	0.0%
Service Area	163,809	5,941	536	0.3%	1,925	1.2%	1,189	0.7%	2,280	1.4%

Source: 2014-2018 American Community Survey 5-yr Estimate DP02 Selected Social Characteristic in the United States

Table 2 shows American Community Survey data and identifies four (4) main language classifications. The top table shows the breakdown of the four main language classifications by municipality. The bottom one shows the same breakdown, but the difference is it shows people who speak that language at home AND speak English “less than very well.”

This most recent census data does not break down individual languages. The Census Bureau collapses the languages into more manageable categories for tabulations. The original language categories were developed following the 1970 Census and were based generally on Classification

and Index of the World's Languages (Voegelin, C.F. and F.M., 1977). In the American Community Survey, the language categories have been updated, with the latest revision occurring in 2016. In 2016, linguistic classifications were based generally on the hierarchies in Ethnologue: Languages of the World, 19th Edition (Simons, G.F. and C.D. Fennig (eds.), 2016). The determination of whether to show an individual language or collapse it into an aggregated category depends chiefly on the size of the population in the United States speaking that language at home. In tabulations, smaller languages are aggregated with other languages in a way that meets a certain population threshold, but has some utility for translators or researchers.

The simplest collapse recodes languages other than English into four major language groups: **Spanish, Other Indo-European languages, Asian and Pacific Island languages, and Other languages.**

As Table 2 indicates, the largest language category of LEP persons is Indo-European; followed by “Other Languages,” and Asian and Pacific Islander languages. Because the US Census Bureau data does not break down this category into actual languages, METRO staff examined data provided by Portland Public Schools to gain additional information on the extent and proportionality of different languages.

Table 3, below, lists languages spoken at the Portland Public Schools, indicating that the top languages, other than English, within the Portland Public School System are Portuguese, Somali, Spanish, Arabic, and French. Each of these languages are spoken by over 250 students. The chart also lists the other top 10 ‘other languages’ spoken at Portland Public Schools. The full list, which further breaks down the list of languages, includes 66 world languages spoken by 2,572 students, which is 38.1% of the student population.

Table 3. Top 10 Non-English Languages Spoken at Portland Public Schools, 2021.

#	Language	Total Number of Students
1	Portuguese	501
2	Somali	450
3	Spanish	391
4	Arabic	327
5	French	284
6	Lingala	155
7	Vietnamese	78
8	Khmer	68
9	Kinyarwanda	61
10	Persian	41

Source: Portland Public Schools Multilingual & Multicultural Center

The Portland Public School system has the highest number of students in the state that speak languages other than English.

Community Partner Survey:

To assist in breaking down the language categories, METRO staff asked community partners to assess the extent to which they come into contact with LEP populations. Additional information was received from Portland Public Schools and Catholic Charities (RIS Service).

Community Organizations in Service Area:

- **Portland Public Schools:**

Portland, Maine, is a diverse district where 6,750 public school students speak **more than 65** languages. **As of March 2022, the** top ten languages, other than English, spoken by students and their families in PPS -PreK-12 are: Portuguese, Somali, Spanish, Arabic, French, Lingala, Vietnamese, Khmer, Kinyarwanda, and Persian. The relatively large number of Portuguese, Somali, Spanish, Arabic, and French speakers in Portland Public Schools indicates that these languages may be close to the “Safe Harbor” threshold of 1,000 speakers in METRO’s service area, justifying METRO’s translation of these languages. Lingala and Kinyarwanda are not translated because these are French speakers in general.

- **Catholic Charities Maine:**

Catholic Charities is a large organization with many programs serving all Mainers. They run the Maine Refugee and Immigration Services (RIS), Maine’s only refugee resettlement program. RIS offers a range of services to refugees. RIS also helps asylees (asylum seekers who have been granted asylum) once they have received their asylum documents). Catholic Charities Maine Refugee and Immigration Services (RIS) is dedicated to helping those seeking a new life in America become independent, productive members of our community.

They welcomed an influx of Afghan parolees in 2021 who speak Dari and Pashto and also working with individuals who speak Sudanese, Congolese, and Haitian. The majority of people speak Arabic, Somali, French, Swahili, Kinyarwanda, Portuguese, Lingala, Haitian-French, Spanish.

Factor 2 – Frequency of LEP Use/Contact with METRO Service

There are a number of places where METRO riders and members of the LEP population can come into contact with METRO services, including riding the bus, calls to and direct contact with customer service representatives, the METRO website – gpmetro.org, and outreach materials, and orientation events.

Major points of contact include:

- Using bus service (on board signage, announcements, and driver language skills);
- Communication with customer service staff (phone, email, website, in-person);
- Printed and online materials;

- Website and Social Media;
- Local news media including print and radio;
- Public meetings and orientation events.

Employee Survey (Conducted in February 2022)

To better understand the frequency with which LEP riders come into contact with METRO services, METRO surveyed its staff, including bus operators and customer service staff. The survey asked what language skills already exist among employees and the number and nature of encounters with riders or other community members where language is a barrier.

The first question asked employees if they can communicate in a language other than English, and, if so, what language or languages. Of the **56 of 115 employees** who responded to the survey, a very small percentage of the employees participating could speak one or more languages other than English.

Table 4: Staff Language Abilities

Language	Ability: Fluent (# of employees)	Ability: Limited (# of employees)
ASL	2	2
Arabic	1	
Azerbaijani	1	
Bosnian/C	1	
Farsi	1	
French	3	4
Italian	1	
Kinyarwanda	1	
Kurdish	1	
Lingala	1	
Portuguese	1	
Russian	2	
Somali	1	
Spanish	1	2
Turkish	1	

The second question asked employees what languages they encountered within the last year and the frequency.

Table 5: Languages Encountered by METRO Staff

Language	Daily	Weekly	Monthly	Less than Monthly	Not Specified
African (unspecified)	1				1
Arabic	3		2		
ASL		1			
Burundi		1			
Creole	1				
French	10	4	3		2
Italian			1		
Kinyarwanda	1				
Lingala	1				
Portuguese	5	2	1		
Russian / Eastern European	1		1		
Somalian		1			1
Spanish	7	3	2		
Swahili	1				
Unknown					1

The third question asked employees what type of needs or requests for assistance have been received from LEP customers. Those responses included:

- Understanding time schedules.
- Where are stops located?
- Directions for specific locations / addresses along bus routes.
- Directions and routes
- Fare Collection – various questions around types of tickets, reduced fare, etc.
- Am I on the right bus? How do I get to my destination? (majority)
- Request for more signage in multiple languages
- Questions about reduced fare eligibility
- Employment applications

Factor 3 – The Importance of LEP Services to People’s Lives

The transit service provided by METRO is a critical public service that many members of the community use and rely on. Many depend on METRO services – and associated complementary ADA paratransit service – for access to jobs, education, shopping, and healthcare. METRO provides access to seniors, low-income riders, commuters, and students. METRO has developed several programs with schools, colleges, businesses, and organizations to provide easy and accessible transportation.

Those programs include partnerships with the following:

- **City of Portland**

In June 2019, the Portland Expo was temporarily turned into an emergency homeless shelter after an influx of asylum-seekers from Angola and the Democratic Republic of the Congo came to the city from the southwestern border. Staff from METRO provided

information sessions and other support for asylees.



Portland's Office of Economic Opportunity developed a [Natural Helpers Program](#) to educate residents on community resources. METRO staff takes part in this annual program, providing information on navigating the transit system. METRO is also assisting the City in their efforts to support new arrivals to the region by contributing a video on how to get the transit system. The video will be translated into several languages.

- **University of Southern Maine (USM).**

METRO expanded transit service between USM campuses and introduced a new U-Pass program for students, staff, and faculty to use the transit system. In September 2021, over 20% of METRO ridership was associated with USM. These trends vary based on the

school calendar, but nonetheless, METRO's partnership with USM is a strong ridership generator, particularly on the Husky Line.

- **Southern Maine Community College (SMCC).** METRO and SMCC have partnered for several years, providing free transportation to students.
- METRO has developed relationships with more than 75 businesses, organizations, stakeholders, and non-profits.
- METRO partnered with **Portland Public Schools** in 2015 and continues to work with the school system to provide transportation for all high school students. METRO estimates that approximately 600 students use METRO services per weekday. Using LEP percentages, that would approximate to 162 LEP students. Future plans may include the expansion of this program for younger students.

When limited English proficiency is a barrier to using METRO, this can be a barrier to employment, education, healthcare, and other life necessities. Critical information from METRO which can affect access includes:

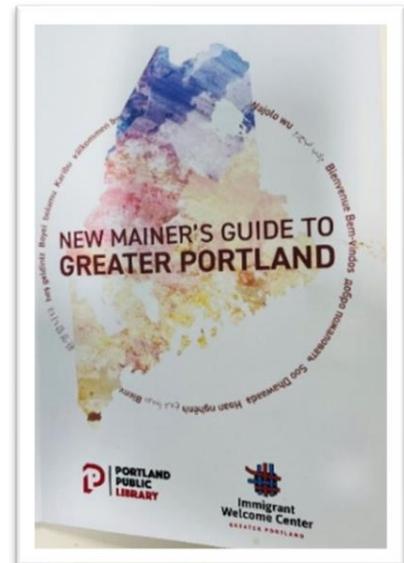
- Route and schedule information
- Fare and payment information
- Information on using the transit system
- Service Changes and announcements
- Complaints and Comment forms
- Announcements related to public meetings
- Information about ADA complementary service
- Emergency communications

METRO continues to update these materials as appropriate and translate when possible.

Factor 4 - Resources Available and Costs for LEP Outreach

METRO has committed resources to improving access to its services and programs for LEP persons and has implemented the following measures to reach LEP populations:

- A language chart, posted at the walk-up window at the METRO Pulse, the downtown transit hub, provides a tool for customer service staff to provide language assistance when necessary, METRO has contracted a third-party translation service to provide translation services over the phone on an on-call basis. The costs are covered through our marketing budget.
- METRO contracts with local vendors to provide printed translation materials as needed.
- On Request Oral Interpretation – Upon request, METRO provides interpretation services, including American Sign Language, at public meetings, including Board and Committee meetings. METRO has also contracted with an interpreter service to provide service via phone or in person upon request.
- METRO’s website sends text alerts regarding meetings, schedule updates, and other service information to riders, and employs Google Translate so that LEP persons can access service, fare, and other information on the website. The DiriGo Pass fare payment mobile app also includes a text message component that can be used to send out important updates and messages.
- METRO uses Google Translate for its website to translate website information into more than fifty (50) languages. Additionally, METRO includes PDFs and links on its website with information and translated materials.
- The customer service staff utilizes tablets at the walk-up window to assist LEP with languages using Google Translate. This has been a very cost effective and helpful tool.

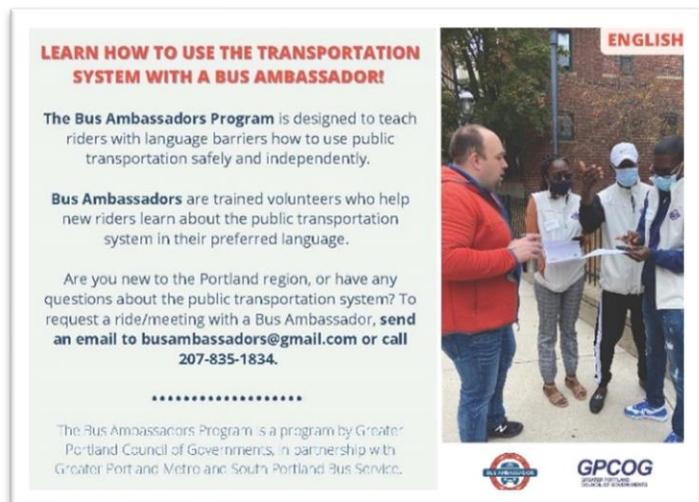


The New Mainers Guide to Greater Portland includes information on how to use the bus system.

Coordination with Community Organizations, include:

- **Immigrant Welcome Center:** This resource for the Greater Portland Region serves as a hub of collaboration providing resources and information to the immigrant community. The Center created the *New Mainer's Guide to Greater Portland*, which includes resources and opportunities for immigrants and refugees. Greater Portland METRO staff was involved in the development of the Guide and information about METRO’s bus system is included.

- **Catholic Charities Maine Refugee and Immigration Services (RIS)** Maine’s only refugee resettlement program, **Catholic Charities Maine Refugee and Immigration Services (RIS)** is dedicated to helping those seeking a new life in America become independent, productive members of our community. Since they work specifically with new arrivals, they don’t have an accurate count of overall language populations; however, based on their intake information, the majority of people they welcome speak Arabic, Somali, French, Swahili, Kinyarwanda, Portuguese, Lingala, Haitian-French, and Spanish.
- **Greater Portland Council of Governments -- Bus Ambassador Program**
With funding from the CARES Act, GPCOG, with support from Greater Portland METRO and South Portland Bus Service, developed a Bus Ambassador Program in the region. The Program aims to support new riders understand the region’s transit system and is initially focused on supporting LEP riders. Bus Ambassadors are vetted and trained to work directly with individuals and families.



This flyer, featuring a METRO employee, has been [translated in five languages.](#)

4.2 New Approaches

Translation of Vital Documents – METRO translates vital documents into five languages: Arabic, French, Portuguese, Spanish, and Somali.

Vital Documents:

- ADA overview and application
- Reduced fare information and application
- How to Ride Guide, including fare information
- Title VI brochure
- Title VI complaint form
- General complaint Form

These languages were identified for translation based on the four-factor analysis and these considerations:

According to the Safe Harbor Provisions, written translation of vital documents is called for when a language group makes up at least 5% or 1,000 persons (whichever is less) of the total population. Based on the four-factor analysis, no single language met the thresholds established in the Safe Harbor Provision. The American Community Survey (2014-2018) groups languages, aside from Spanish, together into categories:

- “Other Indo-European languages”, which include French, Portuguese, German, Hindi, and other languages originating in Europe and West Asia;
- “Asian and Pacific Island languages”, which include Mandarin, Cantonese, Japanese, Korean, Vietnamese, Khmer, Thai, and other languages originating in East Asia and the Pacific Islands;
- “All other languages”, which include Navajo and other Native languages of North America, Arabic, Hebrew, Swahili, Somali, and other languages.

The census data did not further break down individual languages within these groups, so it is difficult to glean.

Based on 2021 information received from Portland Public Schools, Portuguese, Somali, Spanish, Arabic, and French are the top five languages, other than English spoken in our region. City of Portland, Catholic Charities, and Greater Portland Council of Government staffs concur that while these languages may or may not meet “Safe Harbor” provisions, they are the five top languages in the Greater Portland region, and thus translation of these languages would be beneficial to a significant portion of the population in METRO’s service area. The founder of a translation/interpreter business in Portland, Maine, concurs that these continue to be the most requested languages in the Greater Portland region.

Additional Resources include:

Posters with Information in Multiple Languages – METRO created multi-lingual posters that provide information on how to access language assistance when engaging with METRO. The poster contains statements and directions in Arabic, English, French, Portuguese, Somali and Spanish and are displayed at the METRO’s Pulse, the downtown transit hub.

Expanded Partnership and new public awareness campaign with Portland Public Schools

Through a partnership that began in 2015, Portland’s high school students use METRO transit services extensively and also represent diverse nationalities, races, and languages. Portland Public Schools has a Multilingual and Multicultural Center that accommodates the unique needs of immigrant and refugee families in Portland by providing a centralized system of student registration to ensure data information accuracy. They also provide outreach and services for limited English-speaking parents in the Portland Public Schools. METRO staff and Board work with PPS staff and students to improve communications and respond to the needs of students when possible.



As a result of student feedback, METRO implemented a multi-tiered safety and anti-harassment program targeting not only students but all passengers, that included:

- Strengthening METRO’s Passenger Code of Conduct to include stronger language around prohibiting and preventing harassment; Additional bus operator training around safety, detection of harassers, and intervention procedures.
- “Expect Respect” campaign provides communication options, including the introduction of a texting option, for riders to report harassment. These materials, which also remind riders that all buses have video and audio surveillance, are posted on buses, and distributed at orientation, school, and METRO events. METRO staff encourages student involvement opportunities.

New approaches of community outreach:

- **Virtual Meetings**

Virtual meetings became the standard procedure, due to the COVID 19 pandemic, for the majority of meetings between March 2020 and March 2022. The ease of clicking a link to attend a meeting made it convenient for people to attend. Staff plans to include these kinds of virtual opportunities in the future to encourage attendance. Interpretation of meetings *are available upon request.*

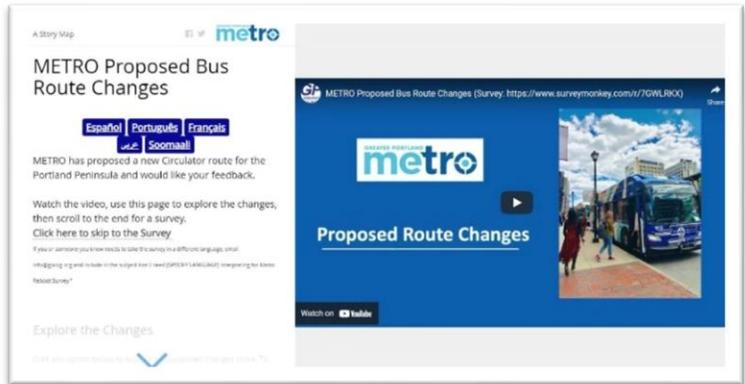
- **Social Media – Live interactions**

Facebook Live provided interactive opportunities for information sharing and community engagement when METRO introduced their new fare system. This type of communication can be used for other projects.



- **Surveys**

METRO worked with the Greater Portland Council of Governments (GPCOG), the local Municipal Planning Organization (MPO), to support our community engagement efforts. Some of that assistance came in the form of ‘storyboard’ surveys, which were translated into multiple languages.



Sec. 5.0 DECISION-MAKING BODIES

Decisions regarding policy, service changes, fares, operations, and capital programs are made by a municipally appointment board of directors. METRO has a governing board of ten (10) members, as provided by statute. The mayors of Portland and Westbrook and Town Manager of Falmouth appoint five, three, and two members, respectively.

Currently, nine (9) members are Caucasian and one is African American. METRO also has three committees – Executive, Finance, and Ridership - comprised of board members. The public is invited to attend these monthly meetings, and public comment is welcome. METRO also forms task force groups around partnerships and programs to help guide decisions around routes, schedules, and other operations. **Table 6** lists board and other committees and their racial breakdown.

Table 6: Breakdown of Board-Committee Members by Race.

Board, Committee, or Task Force	Caucasian	Latin	African American	Asian American	Native American
METRO Board of Directors	9	0	1	0	0
Finance Committee	4	0	0	0	0
Executive Committee	4	0	0	0	0
Ridership Committee	4	0	1	0	0

Sec. 6.0 SERVICE STANDARDS AND POLICIES

METRO has developed quantifiable service standards and policies. These standards have been updated and were presented at a public information session in March 2022. Staff will review and discuss these standards. The Board's Ridership Committee reviewed and provided input on these standards and policies, which were ratified by METRO's Board of Directors in March 2022:

These service standards include:

- Vehicle Load
- Headways (Frequencies)
- On-time performance
- Service Availability Standards
- Vehicle Assignments
- Transit Amenities

6.1 Vehicle Load Standards

As shown in **Table 7**, METRO has adopted these load factors. The Preferred Load category equals 1.5 times the seated capacity. In general, METRO staff assigns larger equipment to higher ridership routes.

Table 7: Vehicle Load Standards by Bus Type

Vehicle Type	Seated Capacity (SC) Preferred	Standing Capacity (1.5 x SC)	Total Capacity	Maximum Load (2 x SC)
2011 HD Transit Bus	31	16	47	62
2014 HD Transit Bus	31	16	47	62
2016 Cutaway Bus	18	7	25	36
2017 Cutaway Bus	18	7	25	36
2018 HD Transit Bus	39	20	59	78
2019 HD Transit Bus	37	19	56	74
2020 HD Transit Bus	37	19	56	74
2021 HD Transit Bus	37	19	56	74

METRO relies on Automatic Passenger Counts and information received from fare boxes in addition to METRO street supervisors' reports and driver and passenger feedback. If circumstances warrant, METRO will conduct an on/off survey of a specific route outside the normal survey cycle.

6.2 Vehicle Headway Standards

METRO's general vehicle headway standard is to provide headways on all local routes that are 60 minutes or better. Among METRO's network of nine (9) bus routes, there is headway variation as a result of ridership demand and the constraints of municipal budgets.

METRO's **target** long-term headway goals include:

- Weekday Peak Period (6-9am and 3-7pm) – 15-minute headways
- Weekday Off-Peak Periods (midday, evening) – 30-minute headways
- Saturdays – 30-minute headways
- Sunday/Holidays – 30-60-minute headways

Table 8 shows METRO's current headways as of April 2022.

Route Name/Number	Service Type	Weekday Peak	Weekday Off Peak	Saturday	Sunday
Route 1 Congress Street	Linear Regional Fixed Route	30 min	30 min	30 min	60 min
Route 2 Forest Ave	Linear Regional Fixed Route	30 min	30 min	60 min	60 min
Route 3 Crosstown	Linear Regional Fixed Route	30 min	30 min	60 min	60 min
Route 4 Westbrook	Linear Regional Fixed Route	30 min	30 min	30 min	45 min
Route 5 Maine Mall	Linear Regional Fixed Route	30 min	30 min	30 min	45 min
Route 7 Falmouth	Linear Regional Fixed Route	60 min	60 min	60 min	60 min
Route 8 Peninsula Loop	Urban Circulator	30-35 min	30-35 min	60 min	60 min
Route 9A/B North Deering	Linear Regional Fixed Route	15-30 min	60 min	60 min	60 min
Husky Line P-W-G / USM	Limited Stop	30 min	30 min	45 min	45 min
BREEZ	Express	30-60 min	40-150 min	150 min	N/A

6.3 On-time Performance Standards

Among the most important service standards for riders is on-time performance or adherence to published schedules.

- A vehicle is considered on time if it departs a scheduled time point no more than zero (0) minutes early and no more than five (5) minutes late.
- METRO's on-time performance standard is 90% or greater at both route and system levels.

6.4 Service Availability Policies

At the present time, geographical and budgetary challenges prevent METRO from setting a standard whereby a set percent of all residents in the service area are within a certain distance of public transit service. However, the agency will conduct planning and goal-setting activities with the public and Board of Directors to develop and adopt a policy goal.

6.5 Vehicle Assignment Policy

With the exception of METRO's Husky Line and BREEZ express routes*, vehicles are not assigned to specific routes and are circulated throughout the system based on ridership demand and operational or geographic limitations. Within these constraints, METRO's dispatchers and operations managers are trained to deploy vehicles as evenly as possible throughout the system.

*The Husky Line service is open to the general public, but operates with funding from the University of Southern Maine (USM) to transport students between campuses in Portland and Gorham. The five (5) buses on this route are branded with a Husky, the USM mascot, and only service this route. The four (4) METRO BREEZ buses are specifically branded for the express service between Portland, Yarmouth, Freeport, and Brunswick.

6.6 Transit Amenities Policy

- *Bus Stops* – METRO provides approximately 560 bus stops across its service area, which includes Brunswick, Falmouth, Freeport, Gorham, Portland, South Portland, Westbrook, and Yarmouth. Bus stops are ¼ mile apart along most corridors and route segments and 1/8 mile apart in higher density urban environments. Requests for bus stop sites which deviate from this policy – particularly route deviations - are evaluated on a case-by-case basis based on matters of potential ridership demand, timing and impact to the schedule, mileage, impacts to travel-time of the base route, and costs and resources.
- *Bus Shelters* – As of March 2019, METRO has 50 bus shelters. METRO is planning on installing additional shelters via GPCOG's [Transit Stop Access Project](#), which prioritized locations based on equity and ridership, among other factors. Current and future shelters are placed at locations that demonstrate higher ridership volume, serve as major transfer points and/or destinations, and where space and property easements are available.

- *Transit Center* – METRO’s Downtown Transportation Center (METRO Pulse) is centrally located on the Portland Peninsula on Elm Street at Congress Street. The inside lobby of this facility was closed to the public in March 2020, as part of METRO’s response to the pandemic. A walk-up window is open for customers to interact with customer service staff – to purchase fare media and ask questions. All of METRO’s routes, except Route #3, are within walking distance of this location, which is open weekdays from 7 a.m. to 7 p.m.
- *Route and Schedule Information* – METRO provides individual printed route and schedule information upon request at the METRO Pulse, the downtown transit hub, and at locations throughout the region such as municipal buildings, bus stations, the airport, and train station. Route maps and schedules can be downloaded and printed from our website at gpmetro.org.
- *Real-time Bus Arrival Information* – In 2016, METRO deployed a “next bus” real time ITS technology. Each bus stop is assigned an identification number. Using mobile phones, passengers can text the bus stop number to find out when the next bus is due. Also, passengers can obtain the information via the internet and can view the location of all buses. In 2021, METRO introduced the DiriGo Pass Mobile App that riders can use to plan their trip, pay their fare and track their bus.
- *Wi-Fi* – All METRO buses have free wi-fi available for riders to access.
- *New Buses, New Branding* ---METRO updated its branding and logo in 2018, adding eleven (11) new HD buses to its fleet. The new buses add capacity for bikes and wheelchairs. Additional buses were added in 2020 and 2021.
- *METRO Bus Garage* – The bus storage garage is located next to the District headquarters on Valley Street in a light industrial area away from residential neighborhoods.

6.7 Monitoring Service Standards

For ongoing monitoring and measurement of service standards and policies, METRO proposes to use the following schedules and methods:

Table 9: Service Standards Monitoring Thresholds

Service Standard/Policy	Evaluation Frequency	Methodology
Vehicle Load	Semi-annually	Automatic Passenger Counts/Fare Collection
Vehicle Headways	Annually	Schedule review compared to adopted
On-Time Performance	Monthly	Automatic Vehicle Locator (AVL)
Service Availability	Annually	Geographic Information System
Vehicle Assignments	Quarterly	Automatic Vehicle Locator (AVL)
Transit Amenities	Annually and with deployment of new amenities	System wide Review

6.8 Construction Equity Analysis

Over the past three years, METRO did not plan for the construction of any new facilities. When METRO plans to construct or expand a facility, such as a vehicle storage facility, maintenance facility, transit hub, or operation center, the agency will include a copy of the Title VI Equity Analysis conducted during the planning stage with regard to the location of the facility. The following principles will be applied in the analysis:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
2. To ensure the full and fair participation by all potentially affected communities in the transportation decision-making process; and
3. To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.

METRO will follow federal guidance provided in FTA Circular 4703.1 (August 2012).

Sec. 7.0 PROGRAM SPECIFIC REQUIREMENTS

7.1 Title VI Monitoring

The results of monitoring of service standards as defined in this program may be obtained by contacting METRO staff.

7.2 Subrecipient Compliance

As of this plan's adoption, METRO does not have any subrecipients.

7.3 Equity Analysis for Facility

During the past three (3) years, METRO has not constructed a vehicle storage, operations, or maintenance facility.

7.4 Demographic Service Profile

Because METRO operates fewer than 50 buses in peak service, a demographic service profile was not prepared for this plan update.

Sec. 8.0 GRANTS, REVIEWS, AND CERTIFICATIONS

8.1 Pending Applications for Financial Assistance

METRO has no pending applications for financial assistance from any federal agency other than the FTA.

8.2 Pending FTA Grants

METRO has no pending grants at this time.

8.3 Open FTA Grants

ME90X213 Operating Assistance and Capital Maintenance
ME2016016 Operating Assistance and Capital Maintenance
ME2016017 Regional Bus Shelter/Sign Project
ME2017007 Northern Service Expansion Phase 2
ME2017008 Operating Assistance and Capital Maintenance
ME2019001 Expansion Bus Service to Westbrook-Gorham
ME2019010 Operating Assistance and Capital Maintenance
ME2019013 Battery Electric Bus
ME2020010 CARES Act
ME2020025 Operating Assistance and Capital Maintenance
ME2021016 Operating Assistance and Capital Maintenance

8.4 Civil Rights Compliance Reviews in the Past 3 Years

METRO has not been the subject of any such reviews since its 2019 submission.

8.5 Recent Annual Certifications and Assurances

METRO executed its most recent Certification and Assurances to the FTA and is in the process of executing 2022 certifications and assurances.

8.6 Previous Triennial Review Findings

METRO's 2019 Triennial Review resulted in no findings with respect to its Title VI Plan/activities.

Sec. 9.0 CONTACT

For additional information on the Greater Portland Transit District's Title VI Plan, or its efforts to comply with the Civil Rights Act of 1964 or Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency, please contact:

Greg Jordan, Executive Director/Chief Executive
Officer Greater Portland Transit District
114 Valley Street
Portland, ME 04102
Tel: 207.517.3025 | email: gjordan@gpmetro.org | gpmetro.org

Sec. 10.0 BOARD ADOPTION OF POLICY

METRO's Board of Directors approved the Title VI Program at its March 24, 2022 meeting. A record of the DRAFT minutes is provided as **Attachment H**.



Complaint Form (combined)

Date _____

Section I: Contact Information			
Name:			
Address:			
Telephone # where you wish to be contacted:			
E-mail address:			
Accessible Format Requirements:	Large Print	Audio	Other
Section II: Type of Complaint			
Type of Complaint (check mark or x):			
1. General Complaint or Concern: Bus service, schedule or specific incident. ()			
2. Civil Rights / Title VI Complaint: Discrimination based on race, color or national origin: ()			
3. ADA Discrimination: Discrimination based on a disability. ()			
Are you filing this complaint on your own behalf?		Yes	No
If not, please supply the name and relationship of the person for whom you are complaining:			
Please explain why you have filed for a third party?			
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party:		Yes	No
Section III: Details of Complaint or Incident			
1. General Complaint, Concern or Incident:			
Date of incident: (Month, Day, Year): _____ Time _____ AM PM			
Bus # _____ Route # _____ Inbound / Outbound Driver # or information _____			
Additional information (location, details, witnesses, illustrations, etc.):			
Revised – March 2019			

ENGLISH

Section V:		
Have you filed this complaint with any other Federal, State or local agency, or any Federal or State court? () Yes () No		
If yes, check all that apply and provide agency or court name:		
() Federal Agency: _____	() Federal Court: _____	
() State Agency: _____	() State Court: _____	
() Local Agency: _____		
Please provide information about a contact person at the agency/court where the complaint was filed:		
Name:	Title:	Agency:
Address:	Telephone:	E-mail:
Section VI:		
Name of agency complaint is against: _____		
Contact Person: _____		
Title: _____		
Telephone Number: _____		
E-Mail address: _____		

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below:

Signature

Date

Submission Options: You may submit this form in person at the address below, by mail to the address below or you may scan this completed form along with all supporting materials and e-mail to the individual stated below. This form is also available online at: gpmetrobus.com / Inside METRO/ Policies.

Transit Operations Manager

Greater Portland Transit District

114 Valley Street

Portland, ME 04102

tridge@gpmetro.org



Policies and Procedures for General, ADA and Title VI Complaints

Rev. February 2022

PURPOSE

Ensure that Metro's customers and the general public are aware of and have ready access to methods to communicate complaints about Metro's services, infrastructure, projects and policies.

POLICY

METRO will provide a complaint process that meets the following goals:

- Accessible and well-advertised to the general public, to persons with disabilities and to populations covered by the Title VI of the Civil Rights Act of 1964;
- Provides for prompt and equitable resolutions;
- Contains appropriate due process standards;
- Documented internally in accordance with federal requirements.

STAFF RESOURCES

- Lead Staff – Chief Transportation Officer has overall responsibility for implementation.
- Support Staff – Transit Operations Manager, Director of Human Resources, Director of Transit Planning, Marketing and Community Outreach Manager, Bus Operators, Customer Service Staff.

CUSTOMER INFORMATION

Members of the public who have a general complaint are encouraged to complete the **Customer Contact/Complaint Form**, but may also contact Metro and submit a complaint by phone, e-mail or an in person. This form is attached to this policy as Attachment A.

Individuals who believe they have been the subject of discrimination due to disability (ADA) or race, color or national origin (Title VI) must file a written and signed **Customer Contact/Complaint Form** up to 180 days from the date of the alleged discrimination. Metro staff will be available to assist with completing the form if needed and can provide forms in accessible formats or provide language assistance.

Individuals can submit their complaint in the following ways:

- Complete the Customer Contact/Complaint Form at gpmetro.org and SUBMIT ONLINE.
- Download the Customer Contact/Complaint Form from METRO's website, complete form and e-mail to info@gpmetro.org or mail to METRO at 114 Valley Street, Portland, ME 04102.
- Acquire the Customer Contact/Complaint Form from METRO's offices and submit to Customer Service staff.
- Contact a Metro staff member by phone (207-774-0351) or e-mail (info@gpmetro.com) to communicate your complaint and Customer Service Staff will complete the form.

PUBLIC INFORMATION

Metro will ensure access to the complaint process by posting this policy and the related complaint form on its website and having hard copies available at the Metro Pulse at Elm Street (Metro's downtown transit center). In addition, Metro will update printed materials to reference this process and postings will be placed at the Metro Pulse. Metro staff will conduct (and document) outreach to appropriate groups and organizations. Materials will note that this policy can be made available in five languages accessible formats. Metro's **Manager of Marketing and Community Outreach** shall have direct responsibility for this part of the procedure.

INTERNAL TRAINING

Metro will train bus operators, administrative staff and customer service staff on the availability and implementation of these policies and procedures. METRO's **EEO Director** shall have direct responsibility for this part of the procedure.

COMPLAINT HANDLING PROCEDURES

1. Within two (2) business days, the **Transit Operations Manager** will notify the customer that he/she received the complaint and will conduct an investigation. Within the same timeframe, the General Manager will be immediately notified of any complaints identified as or initially believed to be ADA or Title VI.
 - a. If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided thirty (30) business days to submit the required information. Failure to do so may be considered cause for a determination of no investigative merit.
2. FOR GENERAL COMPLAINTS - within ten (10) business days from receipt of a complete complaint, the **Transit Operations Manager** will complete a written report outlining the investigation's conclusions and what, if any, resolutions will be implemented.
3. FOR ADA and TITLE VI COMPLAINTS – within two (2) business days from receipt of a complete complaint, the Transit Operations Manager (or designee in the case of absence) will report the complaint to the EEO Officer who will determine whether the complaint has sufficient merit to warrant additional investigation as an ADA or Title VI complaint. Within three (3) business days from this decision point, the EEO Officer (or designee) will notify the Complainant whether or not a formal ADA or Title VI investigation will be pursued.

If the complaint is deemed to have investigative merit: A complete investigation will be conducted, and an investigative report will be completed within sixty (60) days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, a finding with recommendations for remedial steps as appropriate and necessary. The remedial steps, if any, will be implemented as soon as practicable. The Complainant will receive a copy of the final report together with any remedial steps.

If the decision is not to investigate as an ADA or Title VI complaint: the notification shall specifically state the reason for the decision.

- a. The complainant may appeal the EEO Officer's decision by making a written request to the Executive Director within 30 days of receiving the EEO Officer's decision.

Attachment B

- b. Upon receiving an appeal, the Executive Director will evaluate the appeals request, the original complaint, the facts of the case including the investigation process, conclusions and outcomes. The Executive Director's primary evaluation criteria will include: proper application of Title VI/ADA law and regulations, consistent and equitable investigation process, sound judgment and considerations of operational practicality.
 - c. The Executive Director will respond to the appeal within ten (10) business days.
 - d. Complaints may also be filed with the Federal Transit Administration (FTA) no later than 180 days after the date of the alleged discrimination. Complaints to FTA may be submitted to the following office:
Federal Transit Administration
Office of Civil Rights
55 Broadway, 9th Floor
Cambridge, MA 02142.
4. The EEO Officer will retain all pertinent records of ADA and Title VI complaints for five (5) years. Using MS Excel, MS Access or other appropriate database tool, the EEO Officer will maintain a summary log of all complaints received for one (1) year. The log shall include the date the complaint was filed, the type of complaint (i.e., General, ADA, Title VI), a summary of the allegations, the status of the complaint, and actions taken by Metro in response to the complaint.

APPLICABLE RESOURCES

- Customer Contact/Complaint Form

Title VI Log of Investigations, Lawsuits, and Complaints April 2019 - February 2022

<u>Type</u>	<u>Date</u>	<u>Contact Summary</u>	<u>Status</u>	<u>Corrective Action Taken</u>
Investigations	None			
Lawsuits	None			
Complaint	4/8/2019	Allegation that bus driver is racist and left him at stop.	Closed	
Complaint	6/19/2019	Allegation of no transfer.	Closed	Spoke with complaintant. He said the driver parks in the crosswalk because he is a jerk, not discriminating
Complaint	7/2/2019	Allegation of daily racial remarks and swearing by driver. Avoids driver if can.	Closed	Spoke with bus operator.
Complaint	1/21/2020	Missing portion of complaint w/ details.	Closed	Spoke with bus operator. He said he did not see a person at the stop. Called and explained to customer.
Complaint	1/22/2020	Allegation that driver passed by rider; refused transfer, \$.	Closed	Customer's written statement attached. Spoke with both bus operators but neither remembered the incident.
Complaint	2/4/2020	Allegation of racism against another rider.	Closed	Bus operators name was added.
Complaint	6/4/2020	Allegation of racism, kicked off bus.	Closed	Finding of no discrimination.
Complaint	6/4/2020	Allegation of refusal of service, driver called rider the "n" word and white passengers were loud & rude.	Closed	Finding of no discrimination. Passenger lied about the facts. Video showed the driver tried to speak with customer and didn't say n word.
Complaint	1/9/2021	Allegation of racism.	Closed	Finding of no racism.
incident	12/28/2021	Allegation of racism. Driver wouldn't give passenger op #.	Closed	Finding of no descrimination.
Complaint	5/4/2021	Allegation of racism, passenger off bus for being argumentative.	Closed	Investigation Completed. Driver was made aware of issue.

**Policy and Procedures for
Soliciting and Considering Public Comment
on Fare Increases and Major Service Reductions**

Rev. August 2016

PURPOSE

Define thresholds for major service reductions/fare changes and outline a process for soliciting, receiving and considering public comments to ensure GPTD implements a broad, inclusive, equitable and accessible decision making process.

STAFF RESOURCES

- Lead Staff – Marketing
 Managre

POLICY

GPTD will implement the public participation plan outlined below when changes to services or fares meets/exceeds one or more of the following thresholds:

- A fare increase or significant change in the method of fare payment.
- A new route is being established.
- An existing route is proposed for elimination.
- Considering the total discontinuance of service on any route or group of routes on any given day when service is currently offered.
- Any system wide change in service hours that exceeds (plus or minus) 10% of current total service hours.
- Proposed modifications to routes or groups of routes that would affect more than 25% of the riders using the affected routes.
- Proposed schedule changes on any given route or group of routes that reduces the total number of one-way bus trips by more than 25% of the current number of bus trips.

PUBLIC PARTICIPATION PROCEDURES:

Public Notice – A public hearing(s) for fare increases and major changes/reductions shall be advertised in a daily publication of general circulation at least twenty (20) calendar days prior to conducting such hearing and shall be held at a location that is accessible to all interested persons including persons with disabilities and easily accessed by public transportation. An explanation of the content; along with the date, time, and location of the hearing will be published along with the instructions for submitting written comments; contact information for questions or additional information; the due date for the written comments.

Additional notifications will be issued using the following measures:

- “Rider alerts” and notices will be posted on-board fixed-route vehicles indicating when and where the meeting will take place at least twenty (20) calendar days in advance of the scheduled public meeting date.
- Notification will be included on GPTD’s website at least twenty (20) calendar days prior to the meeting along with notifications using social media.
- Notification will be included in GPTD’s agency newsletter and/or e-mail blast.
- A press release will be issued at least ten (10) calendar days prior to the meeting.
- The public hearing notice will be published in at least one publication serving minority communities at least twenty (20) days prior to conducting the meeting.
- Public meeting notices will be displayed at the transit center leading up to the public meeting.

Public Meetings – GPTD makes efforts to ensure that scheduling and locations are accessible to the public (this includes a location near public transportation, a time when public transportation is available; as well as an accessible building/room for individuals with disabilities).

- Public hearings will be held at central locations to inform the public of the planning process, solicit ideas, input, and feedback. GPTD will provide a presentation to attendees that explain the proposed service or fare changes before taking questions and comments.
- At least one (1) meeting will take place in the evening and/or on a weekend to accommodate those with traditional work schedules. Additionally, one meeting will be held during a traditional work day to accommodate those who work in the evenings or weekends.
- GPTD will ensure at least one (1) public hearing is implemented in each member community served.
- Upon request, GPTD will provide interpreters for those who do not speak English, materials for individuals with visual impairments, and sign language interpreters. The availability of these services will be mentioned in public notices.
- GPTD will conduct outreach to persons with a Limited English Proficiency (LEP) by submitting public meeting notices to local social agencies and public schools.

Receiving Public Comments – GPTD will document comments received during the course of the public input process in the following ways:

- Verbal Statements at Public Hearing – GPTD staff will formally record verbal comments made at each public hearing.
- Written Comment Form/Survey – GPTD will provide each attendee a comment form/survey on which to record their comments on the proposed service or fare changes.
- Online Comment Form/Survey – GPTD will include on its website an online comment form for members of the public to complete if they were unable to attend any of the meetings. The online comment form will be supported by information explaining the proposed service or fare changes.

GPTD will establish a fourteen (14) day window following the last public hearing implemented for members of the public to complete the online comment/survey or submit the written comment/survey. GPTD will also ensure that comments e-mailed to GPTD or taken by phone are included in the record of public comments.

Consideration of Public Comments – GPTD will consider public comments in the following ways:

- Analyzing standardized survey results to develop information on 1) support or opposition to the proposed service or fare changes, and 2) the impact of the changes on respondents' travel and daily life.
- Conducting "content analysis" of all written comments and transcribed comments (either from public hearing notes or comments submitted by phone). The content analysis will extract the key concerns or opinions expressed by participants and then code these concerns in a manner that can be subject to analysis.

Results of these analyses may lead GPTD staff to recommend modifications to the proposed service or fare changes to the Board's Ridership Committee.

The results of GPTD's analyses, the full record of written or transcribed comments received, summary survey results, and updated service or fare change proposals will be presented to GPTD's Board Ridership Committee for review, consideration and further recommendations. This committee meeting is open to the public.

Following the Ridership Committee meeting, the same information along with updated recommendations for actual service or fare changes will be presented to the Board of Directors for further recommendations and action. The Board of Directors meeting is open to the public.



2019 Fare Change
Title VI Fare Change Review

Delivered on: May 20, 2019

Prepared by Four Nines Technologies



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1. Executive Summary

The Greater Portland Transit District (METRO) provides fixed-route bus service throughout the Greater Portland region in Maine to nearly two million riders each year. While METRO operates fixed-route service in an urbanized area (UZA) of 200,000 or more in population, METRO operates less than 50 fixed route vehicles in peak service. As such, under the federal Civil Rights Act (Title VI) guidance provided in Circular 4702.1B, METRO is only required to set system-wide standards and policies and is not required to complete a fare equity analysis for major fare changes. However, METRO is required to comply with the Department of Transportation (DOT) Title VI and Environmental Justice regulations, and therefore, METRO must also review its policies and practices to ensure its fare changes do not result in disparate impacts on the basis of race, color, or national origin or create a disproportionate burden for low-income riders.

The following report summarizes the review of the proposed fare change on fare equity. METRO recognizes a major fare changes as a fare increase or significant change in the method of fare payment. The date of the fare change is subject to the implementation timeline of the selected fare collection vendor. The new fare system is anticipated to be implemented by the end of 2019.

In order to identify potential adverse effects disproportionately borne by minority and low-income riders, an average fare analysis and geo-spatial retail network analysis was conducted on the proposed fare change and existing retail network.

The fare equity review indicates that proposed fare structure and pricing changes may not result in adverse effects being disproportionately borne by minority or low-income riders for all aspects of the proposed change. For fare changes, adverse effects could include an increase in cost, a reduction of discount given, or a reduction in accessibility of fare media. In general, the fare equity review indicates that the proposed fare structure and pricing changes result in larger adverse effects on non-minority and non-low-income riders as the percentage increase in the average fare is lower for minority and low-income riders. In addition, minority and low-income populations have slightly higher access to METRO's existing retail network. However, adverse effects may vary based on fare type and fare payment media. As such, certain aspects of the proposed changes may result in some groups bearing a disproportionate share of adverse effects. For example, cash riders who no longer receive paper transfers would experience a greater fare increase than other groups that migrate to the electronic fare media.

This fare equity review identifies only the proportionality of adverse effects and does not make a determination of either a Disparate Impact or Disproportionate Burden. The designation of whether the changes would result in a Disparate Impact on minority riders or a Disproportionate Burden on low-income riders would depend upon the threshold established by METRO policies. As a small operator, METRO is not required to adopt Disparate Impact and Disproportionate Burden Policies. These policies establish a statistical threshold to determine whether minority and low-income riders would be disproportionately impacted by a service or fare change, along with the methodology and procedures used to conduct an analysis. Absent these METRO policies, only a review of the fare policies and associated changes can be undertaken to determine whether minority and low-income riders would shoulder a greater proportion of the adverse effects than non-minority and non-low-income riders.

2. Title VI Policy Overview

Federal Requirements

Title VI of the Civil Rights Act of 1964, Section 601 states:

“No persons in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

It is METRO’s objective to avoid, minimize, or mitigate disproportionately high and adverse impacts on minority and low-income populations. As a recipient of financial assistance from the Federal Transit Administration (FTA), METRO is required to comply with Title VI of the Civil Rights Act of 1964 and review service and fare changes at the planning and programming stages to determine whether those changes have discriminatory impact. According to the Federal Department of Transportation, equity in the provision of transit service is described as "providing equal levels of service to minority and non-minority residents of the urbanized area. Levels of service, in turn, are defined in terms of capital allocation and accessibility."

Despite being an FTA requirement, METRO has considered equity among other factors throughout the process of designing the proposed fare changes.

METRO Title VI Policies

In 2012, FTA issued guidance under FTA Circular 4702.1B (Title VI Requirements and Guidelines for Federal Transit Administration Recipients), and Circular 4703.1 (Environmental Justice Policy Guidance for Federal Transit Administration Recipients) requiring large transit agencies to develop policies when they contemplate either service or fare changes.

While METRO operates fixed route service in an urbanized area (UZA) of 200,000 or more in population, METRO operates fewer than 50 fixed route vehicles in peak service. As such, under FTA Circular 4702.1B, METRO is required to only to set system-wide standards and policies and is not required to complete a fare equity analysis for major fare changes. However, METRO is required to comply with Title VI and Environmental Justice regulations, and therefore, METRO must also review its policies and practices to ensure its fare changes do not result in adverse effects being shouldered disproportionately by one group over another.

As such, while METRO is not required to conduct a fare equity analysis, it should conduct a review of the impacts of major fare changes on minority and low-income populations to identify potential adverse impacts on these populations.

METRO recognizes a major service and fare changes as the following:

- **A fare increase or significant change in the method of fare payment.**
- A new route is being established.
- An existing route is proposed for elimination.
- Considering the total discontinuance of service on any route or group of routes on any given day when service is currently offered.
- Any system-wide change in service hours that exceeds (plus or minus) 10% of current total service hours.
- Proposed modifications to routes or groups of routes that would affect more than 25% of the riders using the affected routes.
- Proposed schedule changes on any given route or group of routes that reduces the total number of one-way bus trips by more than 25% of the current number of bus trips.

For minor schedule and service changes not rising to the level of those above, METRO will post notices on appropriate buses and stops thirty (30) days in advance of the change date.

Public participation and obtaining public feedback on the proposed fare changes is of the utmost importance to METRO. In accordance with its Title VI Program, prior to the institution of any of these changes, the approval process must take the following form:

Step 1 - Internal staff review based on documented need, professional judgment, public request.

Step 2 - Preliminary review of proposed changes by one or more committees of the Board of Directors.

Step 3 - Preliminary review by the full Board of Directors.

Step 4 – Public input process commences using public meetings and other approached to gather broad-based feedback including surveys, presentations to stakeholder groups and organizations, and public presentations to city/town councils or other public bodies (e.g., planning boards, and council committees).

Step 5 - Public input along with final recommendations communicated to the METRO Board of Directors.

In the future, if METRO operates 50 or more fixed route vehicles in peak service, its Board of Directors will need to establish Disparate Impact and Disproportionate Burden Policies along with a revision of the Major Service Change Policy for the evaluation of service and fare changes. These policies would establish a statistical threshold to determine whether minority and low-income riders would be disproportionately impacted by a service or fare change, along with the methodology and procedures used to conduct a Service and Fare Equity Analysis. Using these thresholds, METRO would be able to conduct a fare equity analysis that evaluates specific elements of the proposed fare structure to determine whether the changes would result in adverse impacts that exceed the threshold established by the METRO policies, as outlined in Appendix K of the federal circular, C4702.1B. For fare changes, adverse effects could include an increase in cost, a reduction of discount given, or a reduction in accessibility of fare media.

Absent these METRO policies, a review of the fare policies and associated changes can be undertaken to determine whether minority and low-income riders would shoulder a greater proportion of the adverse effects than non-minority and non low-income riders. However, the designation of whether the change would result in a Disparate Impact on minority riders or a Disproportionate Burden on low-income riders would depend upon the threshold established in the future METRO policies. As such, the review within this report identifies proportionality of adverse effects but does not make a determination of either a Disparate Impact of Disproportionate Burden.

3. Fare Change Summary

Background

METRO identified the following strategic objectives for its fare system:

- **Agency objectives**
 - Increase transit system usage, market penetration, and fare revenue
 - Lower the total cost of system ownership
 - Reduce the use of cash as a form of payment
 - Improve access to data and analytics for planning
 - Allow easy scalability for service expansion and additional partner transportation agencies (including ADA Paratransit services)
 - Improve flexibility by implementing a scalable open architecture system that is able to adapt and evolve
 - Support unlimited expansion of institutional pass programs
 - Leverage existing smart card/gift card networks for METRO fare card distribution
 - Minimize or eliminate the involvement of the bus operator in the fare payment process
 - Improve safety and security of bus operators and riders by reducing the use of cash and reducing conflict situations
- **Customer objectives**
 - Improve (i.e. simplify and accelerate) the customer experience in terms of payment options and steps to making payment
 - Shift the accessibility of discounts to rides taken versus dollar spent (i.e. fare capping)
 - Improve equity in the cost of using transit

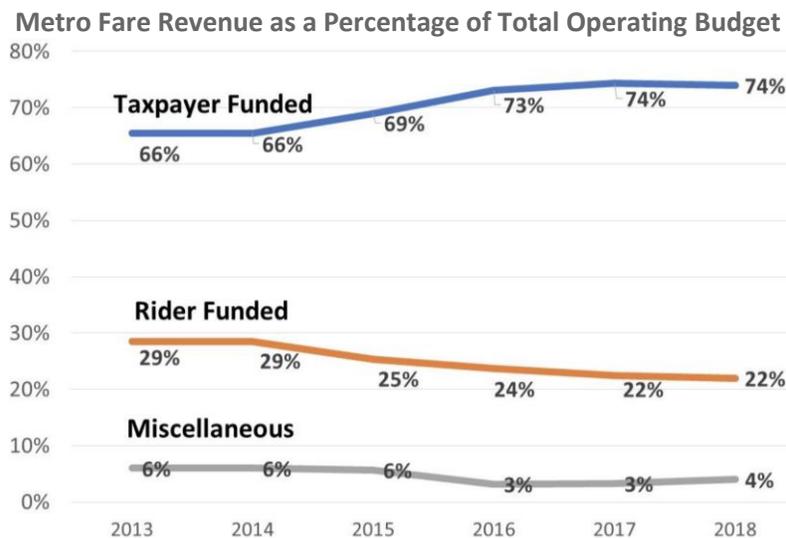
To evaluate its future possibilities, METRO looked to emerging best practices and standards within the industry and compared their current state from a fare policy and fare collection perspective to the current state of its peers. As a result of these evaluation efforts, METRO has decided to move forward with both changes to its fare structure and policies as well as its fare collection system.

METRO is in the process of procuring a new, account-based, integrated smart card and mobile ticketing next generation fare collection system. This new system will introduce a wide array of advanced capabilities to METRO in terms of the agency's ability to alter its fare policy, especially regarding available fare products and fare media distribution.

METRO intends to take advantage of the fare capping and retail distribution opportunities afforded by the new system. The account-based functionality of the system means the METRO back office will be able to track spending by each individual that uses a smart card or mobile ticketing to pay fares, which enables fare capping. Fare capping increases the affordability of passes, and thus access to the built-in discounts those passes provide, by allowing riders to pay in increments as they ride towards the cost of daily and monthly passes. The new system also provides greater opportunity for fare media distribution across a wide array of retail outlets because, instead of having to maintain an inventory of paper monthly pass products that change each month, stores within the METRO service area will be able to integrate METRO smart cards into their existing J-hook gift card networks and processes. The retail network is intended to serve as a cash-loading network where METRO riders can use the existing point-of-sale devices at specific retail locations to load cash value into the transit account connected to their mobile ticketing app or smart card.

METRO will be implementing a fare increase alongside the debut of its new electronic fare collection system. METRO last increased its fares in 2010. Since then, METRO has made significant improvements to its system,

including new services and more frequent service on existing routes, that have been paid for primarily using taxpayer dollars. As of 2018, the percentage of funding coming from fares has dropped below the Board adopted minimum of 25%. The divergence of taxpayer-funded versus rider-funded revenue as a percentage of total budget is illustrated in the chart below.



The coming fare increase is intended to raise the percentage of agency funding from fare revenues to the Board-mandated threshold. The fare increase will also provide METRO with the financial capacity necessary to expand its reduced fare offerings and to implement fare capping as a method for increasing equity among riders as part of the fare change.

Current Fare Structure

General Public

METRO’s current fare product offerings and their prices are shown in the table below.

Current Fare Structure

	Full Fare	Reduced Fare*	Youth Fare**
LOCAL ROUTES			
Cash Single Ride	\$1.50	\$0.75	\$1.00
Single Ride Ticket	\$1.50	\$0.75	\$1.00
Day Pass	\$5.00	Not available	Not available
10-Ride Ticket	\$13.50	\$6.75	Not available
Monthly Pass	\$45.00	Not available	Not available
BREEZ ROUTES			
Cash Single Ride	\$3.00	\$1.50	\$2.00
Single Ride Ticket	\$3.00	\$1.50	\$2.00
Day Pass	\$10.00	Not available	Not available
10-Ride Ticket	\$27.00	\$13.50	Not available
Monthly Pass	\$90.00	Not available	Not available

*Reduced fare includes seniors ages 65+ and persons with disabilities.

**Riders ages 18 and younger qualify for the youth fare.

Riders paying cash and using single ride or 10-Ride tickets are able to ask for a free transfer upon boarding. Each paid boarding entitles the rider to only one free transfer. The transfer can only be used to board a different bus route going in the same direction of travel as their previous route; transfers cannot be used to complete round trips.

Riders can use their Monthly Passes, 10-Ride Tickets, and transfers on South Portland Bus Service (SPBS) in addition to on METRO services, as these products are offered and accepted by both transit agencies. METRO does honor transfers from the other regional operators in the area, but does not cross-honor any of their fare products.

Institutional Pass Programs

METRO has a number of contractual agreements with institutions throughout its service area. Currently, these agreements are limited to schools, colleges, and universities. With the implementation of a new fare collection system, METRO hopes to expand its pass program offerings to a broader set of institutions, including businesses.

Under each existing pass program, boardings are paid for by the partner institution through a contract agreement with METRO. Students are not required to pay when boarding.

Portland Public Schools

Through a partnership between METRO and Portland Public Schools, all students attending Casco Bay, Deering, and Portland high schools receive a METRO Student Transit Pass to use the METRO system for school transportation. The pass also provides transportation access to students after school, nights, weekends, and during school breaks. These passes can also be used throughout the summer. Portland Public School passes are only allowed to be used on Local services.

Baxter Academy

Through a partnership between METRO and Baxter Academy, students requiring transportation receive a METRO Student Transit Pass that provides them with complete access to the METRO system. Baxter Academy passes expire at the end of each school year. Baxter Academy passes can be used on Local and Breez services.

Southern Maine Community Colleges (SMCC)

SMCC students ride METRO free with their SMCC ID and a valid semester sticker. SMCC IDs are valid on Local and Breez services.

University of Southern Maine (USM)

USM students ride METRO free with their USM ID and a valid semester sticker. USM IDs are valid on Local and Breez services.

Fare Change Recommendations

METRO's fare change recommendations have been developed in response to METRO's fare policy and technology goals:

- Grow ridership
- Improve simplicity and convenience of fare payment
- Reduce use of cash; speed up passenger boarding process
- Improve equity in passengers' cost of using transit
- Balance the cost of service between taxpayers and riders

An overview of the proposed fare changes is below, followed by more detailed explanations of the specific changes.

Proposed Fare Structure

	Current Fare Structure			Proposed Fare Structure	
	Full Fare	Reduced Fare *	Youth Fare **	Full Fare	Reduced Fare ***
LOCAL ROUTES					
Cash Single Ride	\$1.50	\$0.75	\$1.00	\$2.00	\$1.00
Single Ride Ticket	\$1.50	\$0.75	\$1.00	\$2.00	\$1.00
Day Pass	\$5.00	Not available	Not available	\$6.00	\$3.00
10-Ride Ticket	\$13.50	\$6.75	Not available	eliminated	eliminated
Monthly Pass	\$45.00	Not available	Not available	\$60.00	\$30.00
BREEZ ROUTES					
Cash Single Ride	\$3.00	\$1.50	\$2.00	\$4.00	\$2.00
Single Ride Ticket	\$3.00	\$1.50	\$2.00	\$4.00	\$2.00
Day Pass	\$10.00	Not available	Not available	\$12.00	\$6.00
10-Ride Ticket	\$27.00	\$13.50	Not available	eliminated	eliminated
Monthly Pass	\$90.00	Not available	Not available	\$120.00	\$60.00

*Reduced fare includes seniors ages 65+ and persons with disabilities.

**Riders ages 18 and younger qualify for the youth fare.

*** Includes former Reduced Fare and Youth Fare categories

Base Fares

On Local services, the full fare base fare will increase from \$1.50 to \$2.00, and the reduced fare base fare will increase from \$0.75 to \$1.00. On Breez services, the full fare base fare will increase from \$3.00 to \$4.00, and the reduced fare base fare will increase from \$1.50 to \$2.00.

Student base fares for Local and Breez services will not change from \$1.00 and \$2.00, respectively, because METRO plans to increase the Youth fare discount from the current 33% up to a 50% discount as part of the fare change. This will bring the youth fares, and their discount level, in line with the reduced fares, enabling the consolidation of the two fare categories. Providing the same discount to youth and reduced fare riders will improve simplicity and convenience of fare payment. Moving forward, individuals 18 and under will be eligible for the same reduced fare base fares and capping thresholds as seniors and persons with disabilities.

The cost of a rider's applicable base fare will be the same regardless of whether they are using cash or an electronic fare payment media (e.g., smart card or mobile ticketing). Riders will not need to pay to purchase a smart card or to download the mobile ticketing app.

Transfers

Unlike today, riders paying cash will not be able to request a free transfer; cash riders will instead be required to pay the applicable base fare each time they board a vehicle. This is to address the policy goal to reduce the use of cash and speed up the passenger boarding process.

Riders using electronic fare payment will gain access to all Local services for 90 minutes each time they pay a Local base fare and will gain access to all Local and Breez services for 120 minutes each time they pay a Breez base fare. There will be no limits on this access, meaning that, unlike today, riders will be able to make an unlimited number of boardings and travel in any direction within the specified number of minutes, including to complete a roundtrip. For service upgrades, the electronic fare collection system will deduct stored value from riders' accounts when riders transfer from Local to Breez services.

Passes, Tickets, & Other Products

Under the new system, Local Day Passes will increase from \$5.00 to \$6.00, Breez Day Passes will increase from \$10.00 to \$12.00, Local Monthly Passes will increase from \$45.00 to \$60.00, and Breez Monthly Passes will increase from \$90.00 to \$120.00. Instead of purchasing passes in advance, all four of these products will be earned by the rider through fare capping and only accessible through electronic fare payment. Paper Day and Monthly Passes will no longer be sold.

The fare change will also introduce four new reduced fare products, each priced at 50% of their full fare equivalent. These new reduced fare products are a Local Reduced Fare Day Pass (\$3.00), a Breez Reduced Fare Day Pass (\$6.00), a Local Reduced Fare Monthly Pass (\$30.00), and a Breez Reduced Fare Monthly Pass (\$60.00). As with their full fare equivalents, these products will be earned by the rider through fare capping and only accessible through electronic fare payment.

Under the fare capping strategy, a METRO rider will pay the appropriate fare each time they board a vehicle – as determined by the type of service they are using and the type of rider they are (e.g., full fare rider vs reduced fare rider) – until they hit a fare “cap”. A fare cap is the maximum price a rider is expected to pay to use METRO’s services within a specified time period. After a rider hits a fare cap, they will no longer need to pay a fare to board METRO for the remainder of the time period. For instance, full fare riders would pay per boarding for each of their trips up through their 30th trip, because a monthly pass costs 30x the base fare. Starting with a rider’s 31st trip, that trip and each subsequent boarding would be free for the rest of the calendar month. If a full fare rider uses a combination of Local and Breez services, once the rider has paid for the 30th trip, all travel on Local services would be free for the remainder of the month; once the rider has paid a total of \$120 in a given month, the rider will ride free on all services. The daily fare cap will follow the same business rules as the monthly fare cap with a threshold of three trips.

METRO will eliminate 10-Ride Tickets and their associated discount as part of the fare change.

Single ride tickets will still be sold under the proposed fare change. METRO will sell full fare and reduced fare single ride tickets at the customer service window at their downtown transit center, known as the Pulse, and at their agency headquarters. The value of a full fare single ride ticket will be \$2.00 (Local Full Fare Base Fare), and the value of a reduced fare single ride ticket will be \$1.00 (Local Reduced Fare Base Fare). Riders wishing to use single ride tickets to board Breez services will simply be required to deposit two single ride tickets into the farebox. Social service agencies will be able to purchase single ride tickets in bulk to meet client transportation needs; these bulk orders will not be subject to any sort of discount. Similar to riders who choose to pay cash, riders boarding using a single ride ticket will not be eligible for any transfer benefits.

Social service agencies and other third parties such as Logisticare will also have a new option to anonymously add stored value to an individual’s account, which is meant to replace the current practice of provisioning paper monthly passes, for clients with longer-term needs or the distribution of transit benefits. Stored value used by clients, even if provided by a third party, will contribute to reaching daily and monthly fare caps.

Reduced Fare Policies

As mentioned above, seniors ages 65 and older and persons with disabilities are eligible for a reduced fare. Today, these riders have multiple options for proving their eligibility for reduced fares and receiving a personalized METRO reduced fare ID card:

- Disability eligible through Veteran's Association (with copy of Qualifying letter)
- Medicare Card Holder (Red, White, and Blue card, not MaineCare)
- Person with Disabilities (with supporting medical documentation)
- Recipient of SSI / SSDI benefits (with copy of Qualifying letter)
- Senior aged 65 plus (with valid photo ID including birth date)

When boarding METRO services, riders can display their Medicare Card, their valid photo ID including birth date that shows they are 65 or older, or their METRO reduced fare card to the bus operator to prove their eligibility. There are no proposed changes to this policy or the eligibility process for current reduced fare rider groups. Riders who pay cash at the farebox instead of mobile app or smart card will not receive transfers and will not benefit from fare capping.

Currently, youth riders ages 18 and under receive a fare discount and are generally not required to provide any proof of eligibility (e.g., student ID, photo ID including birth date) to receive discounted fare upon boarding. As part of the proposed fare change, this rider category will be combined with reduced fare.

In the future, instead of receiving a METRO reduced fare flash pass, reduced fare individuals who choose to come into the METRO headquarters and provide documentation of proof of eligibility will receive a personalized reduced fare smart card. Individuals can also continue to mail, email, or fax in their applications with a photo. If a rider has a reduced fare smart card, they will not be required to provide proof of eligibility when boarding METRO services.

Offboard reduced fare eligibility enforcement introduces the need to create a policy identifying what documentation can be presented to prove youth fare eligibility. METRO plans to accept the following documentation for youth fare eligibility:

- Photo ID including birth date (e.g., driver's license)
- Student ID with graduation date
- Birth certificate
- Medicaid benefit card
- Passport
- Medical record
- School report card with birth date

METRO will also work with local schools to assist in the distribution of youth smart cards. Students at participating Portland Public Schools will receive their smart cards through the institutional pass programs.

Reduced fare riders using cash, single ride tickets, or the mobile app will need to prove their eligibility for a reduced fare when boarding by displaying their Medicare Card or their valid photo ID including birth date that shows they are 65 or older to the bus driver. For seniors and persons with disabilities, the smart card will have a photo to enable a rider to use for proof of eligibility when paying cash.

Institutional Pass Programs

Today's institutional pass programs with Portland Public Schools, Baxter Academy, Southern Maine Community College, and University of Southern Maine are enforced by having the student flash their school ID when boarding. The operator then presses the appropriate pass program key to record the boarding. In the future, members of institutional pass programs will tap their IDs on the smart card reader, and their boarding will automatically be recorded. Their IDs will function as "right to ride" passes that give them access to the entire METRO system so long as their ID number is identified by their institution as an eligible ID. As with today's system, the rider will not be required to pay any fare upon boarding; the boarding will be charged to the institution in line with their particular contract agreement with METRO.

Any other institutions brought into a pass program will be implemented in this same way. If the institution is unable to use their own member IDs with the system or does not have member IDs, METRO will provide smart cards for the institution to distribute to its members. Like the current institutional pass programs, institutions will pay for the boardings undertaken by its members at the rates agreed upon by METRO and the institution in their contract.

Regional Agreements

Under the new system, riders using electronic fare payment will have transfer access to services of the same fare type across all participating agencies within the established time window (i.e., 90 minutes for Local and equivalent services, 120 minutes for Breez and equivalent services). These electronically accessed transfer privileges will replace paper transfers; cash riders will not have access to interagency transfers.

Riders will also be able to access fare capping benefits across all services of the agencies who choose to participate. This cross-agency fare capping will replace previous cross-honored 10-Ride Tickets and Monthly Passes.

Shuttlebus-ZOOM plans to participate in the new electronic fare collection system, and as a result, riders using electronic fare payment will have free interagency transfers and cross-agency fare capping between METRO and Shuttlebus-ZOOM. This will be a change from the current state in that no cross-honoring of products currently exists between these two agencies. South Portland Bus Service (SPBS) is as yet unsure as to whether they will participate in the new system. If they do, SPBS will experience the same interagency transfers and fare capping privileges as planned for Shuttlebus-ZOOM. If the agency does not choose to join, there will be no transfer agreements or cross-honoring of products between the agencies, which will be a departure from the current state. Passengers travelling between the two systems would be required to purchase fares for both systems.

Fare Change Public Outreach

February 2019 Rider Survey

In February of 2019, METRO distributed a rider survey both in person, including at the Pulse downtown transit center, and online to better assess (1) how people were currently using the system and (2) rider's opinions of potential new fare payment technologies.

The survey asked riders about their frequency of use of the METRO system, common fare payment methods, access to financial services, access to a smartphone, and opinions about potential electronic fare payment options, among other topics. Included within were a number of questions designed to ask how likely or unlikely riders were to use either a smart card or mobile ticketing to pay their fare, what they liked and did not like about either option, and whether they had a preference between these two technologies. By connecting these answers to questions about access to financial services and smartphone ownership, the survey data could be used to assess both the attitude towards these technologies as well as riders' actual abilities to take advantage of these technologies.

General feedback received included:

- The majority (55%) of respondents indicated that they take two trips on METRO in a typical day.
- Most riders (33%) pay cash when boarding the bus, while the next most common methods of fare payment were 10-Ride Ticket (31%), Monthly Pass (18%) and Student/College ID or Pass (15%).
- Most riders said a smart card would be their preferred method of payment (42%); 30% selected mobile ticketing, 16% selected their existing pass or ticket option, and 12% selected cash
- Common reasons for liking the idea of smart cards and mobile ticketing included:
 - I don't need to carry cash (63% of respondents)
 - I can purchase my fare from anywhere (63%)
 - I can reload my fare automatically (60%)
 - It saves me time since I don't need to go to a retailer to purchase my pass (58%)
 - I can board the bus more easily (50%)
 - I can see and purchase my fare on my smartphone (44%)

- Common reasons for not liking the idea of smart cards and mobile ticketing included:
 - Privacy concerns (41% of respondents)
 - I prefer to use my current pass or ticket (24%)
 - I prefer to pay cash (18%)
 - I don't have a smartphone (17%)
 - I don't have a credit card or a debit card (9%)
 - Too difficult to understand (9%)
- Approximately 12% of respondents do not have a smartphone or tablet with internet access
- Approximately 82% of respondents use a debit card, 78% use a checking account, 60% use a credit card, 31% use mobile payments, and 8% use a prepaid debit card

The survey also included demographic questions about age, gender, income, ethnicity, and languages spoken. In general, minority and non-minority respondents were as interested in the ability of using a smart card or smartphone for fare payment. Lower income respondents were slightly less interested in using a smart card or smartphone for fare payment.

Favorability of Using Smart Card or Smartphone to Pay Fare by Minority Status

	Favorable	Unfavorable	Neutral/Blank	Total
Minority	66%	12%	22%	100%
Non-Minority	71%	15%	14%	100%

Favorability of Using Smart Card or Smartphone to Pay Fare by Income

	Favorable	Unfavorable	Neutral/Blank	Total
Less than \$25,000 (Less than \$2,084 per month)	62%	17%	22%	100%
\$25,000 to \$49,999 (\$2,084 to \$4,166 per month)	71%	15%	14%	100%
\$50,000 to \$74,999 (\$4,167 to \$6,249 per month)	81%	10%	9%	100%
\$75,000 or more (\$6,250 per month or more)	88%	6%	5%	100%
Total	69%	16%	15%	100%

A copy of the survey is attached to this review as Appendix A. In total, 527 responses were collected.

Public Meetings

METRO has sought public input on the proposed fare change and electronic fare collection system through a number of forums. METRO held eight public meetings throughout their service area to provide accessibility for a broad set of riders. Public meetings were held in central locations at varying times including afternoon, evening and Saturday morning.

- Portland Public Library | Tuesday, March 12 | 3-7 p.m.
 - 34 attendees
 - WGME live report and interview with METRO General Manager Greg Jordan and a METRO rider
- Portland Public Library | Saturday, March 16 | 10:30 a.m. - NOON
 - 38 attendees
 - Included members of Portland's Disability Advocates Committee
- Brunswick Town Hall | Thursday, March 14 | 5-7 p.m.
 - 10 attendees
 - Included Town Councilor

- Westbrook Community Center | Monday, March 18 | 3:30 -7:30 p.m.
 - 5 attendees
 - Included City Councilor/METRO Board member Michael Foley, a representative from Maine Career Center, and a representative from the Office of the Visually Impaired
- Yarmouth Town Hall (Community Room): Tuesday, March 19 | 5-7 p.m.
 - 9 attendees
 - Included Town Manager Nat Tupper
- Falmouth - Lunt Auditorium | Wednesday, March 20 | 5 - 7 p.m.
 - 2 attendees
- Freeport Town Hall | Monday, March 25 | 5 - 7 p.m.
 - 2 attendees
 - Included Town Planner Donna Larson
- Gorham Municipal Center | Tuesday, March 26 | 5 - 7:30 p.m.
 - 5 attendees
 - Included Town Councilors Ron Shepard and Virginia Wilder Cross

The public meetings were structured to be interactive, with boards displaying pertinent information about the fare change and new technology set up around the room. METRO employees, who were stationed throughout, were available to answer questions. A copy of the materials presented on these boards are available as Appendix B. METRO also created a short video to explain the concept of fare capping that was looped on a big screen during the meetings. The video can be accessed through the following URL: <https://www.youtube.com/watch?v=27znDOJKCRU&feature=youtu.be>.

Public Notices and Communication Procedures

METRO submitted two legal notices, one to advertise the public meetings and another to advertise the public hearing in accordance with the Public Participation Procedures in METRO's Title VI Program:

- Press Herald published February 17, 2019 - 20 days prior to public meetings held between March 12 and March 26, 2019
- Maine Sunday Telegram published March 19, 2019 - 20 days prior to April 10, 2019 public hearing

METRO placed print ads communicating the dates of the public meetings in all editions of The Forecaster, a local publication that covers the communities of Brunswick Falmouth, Freeport, Portland, South Portland, Westbrook, and Yarmouth, and also in the March edition of Amjabmo, Maine's free newspaper for and about New Mainers from Africa.

A press release to media outlets and stakeholders listing background information on the fare pricing proposals and the dates and locations of meetings also received additional traction, resulting in the following media coverage:

- Maine BIZ – March 6, 2019 <https://www.mainebiz.biz/article/greater-portland-metro-proposes-changes-to-fares-payment-structure>
- The Forecaster – March 20, 2019 (all editions) <http://www.theforecaster.net/greater-portland-metro-proposes-fare-payment-changes/>
- WGME TV – March 12, 2019 <https://wgme.com/news/local/greater-portland-metro-exploring-new-fare-prices>

'Rider alerts' and signage were posted inside all buses and at the Pulse, METRO's downtown transit center, advertising the public meetings and public hearing from mid-February through the end of March. METRO also used its Facebook account to digitally advertise the meetings and their location, date, and time information.

On its website, METRO advertised all public meetings and the public hearing. Anyone who signed up through the website to receive rider alerts also received this information directly through email. Additionally, the website provided access to all materials presented at the public meeting as well as a survey for riders to express their opinions about the fare change and the new fare collection technology.

METRO sent an email blast to 100+ stakeholders with information on the meetings and hearing and the fare policy proposals, along with links to more information on the METRO website and the survey soliciting feedback.

Public Hearing

The public outreach culminated in a public hearing held Wednesday, April 10 from 5:45-7:00pm at the East End Community School in downtown Portland, accessible by three separate bus routes. The meeting was purposely held in conjunction with the METRO Ridership Committee Meeting comprised of Board members to increase engagement. The Ridership Committee meets monthly, typically the third Thursday, and includes agenda items most impacting riders.

There were 25 total hearing attendees. Seven of the attendees were METRO staff, METRO Board members, or Ridership Committee members. 18 of the attendees were members of the public.

At the hearing, METRO General Manager Greg Jordan presented a PowerPoint of the proposed fare changes and payment options. Highlights included a review of a fare pricing peer agency review, the timeline of METRO improvements, objectives and reasons for proposals, and an explanation of the proposed technology and its benefits.

The following is an edited list of the public comments and questions related to the fare change proposal that arose at this meeting. Note that all questions asked at the meeting, and therefore noted below, were answered by the METRO staff in attendance.

- The 90-min. cap may not be long enough for people in wheelchairs mobility-restricted.
- A fare increase is overdue.
- Will there be an unlimited multi-day pass listed for visitors?
- Concerned about people who can't afford bus fare. Likes changes otherwise.
- Greg Jordan has transformed the system.
- Is the price of a 10-ride ticket going up when the fare increases, but before smart cards and fare capping go into effect?
- What happens to 10-ride tickets purchased before the fare increase?
- Would like clarification about 10-ride tickets expiring at the end of December and smart cards not going into effect until January 2020.
- Will monthly passes be cut at the beginning of 2020?
- Will smart cards work in South Portland?
- If South Portland is not "on board," what will happen?
- How will groups like Logisticare, who currently sends passes to people who qualify, be able to get into this? They depend on the US Mail, so will there be a delay?
- How do you check the balance left on your smart card?

Additional Venues for Public Input

The public had additional opportunities to contact METRO staff about the fare pricing proposals through email (info@gpmetro.org), telephone (207-774-0351), and regular mail at the METRO office, 114 Valley Street in Portland. An online survey was distributed to the public to provide feedback on the fare proposals and add additional comments. The online survey was open between March 12, 2019 and April 30, 2019.

Overview of Public Input Results

The public process took place during the months of March and April. In general, results of the public involvement process indicate that while riders are concerned about the fare increase, there is support for introducing new payment options and sufficient understanding that the proposed changes improve equity, affordability and convenience. Out of 166 respondents to a survey made available online and in hard copy, 73% reported that the proposed changes are either mostly positive for them or have a mix of positive and negative elements. 12% reported that the changes would not impact them. 15% report that the changes are mostly negative.

Table 2 provides a summary overview of written comments received through surveys, e-mail, phone calls and on social media.

Table 2: Summary of Written/Verbal Comments Received

Comment Type	#	%
Concern about Fare Increase	34	23%
General support	30	20%
Maintain paper tickets alongside electronic	27	18%
Miscellaneous	18	12%
Concern about Security-Privacy	7	5%
Concern about smart phone access	7	5%
Timeline	7	5%
General opposition	6	4%
Maintain paper tickets alongside electronic	5	3%
General Opposition	4	3%
Service comment	4	3%
Total	149	100%

4. Fare Payment & Demographic Data

Fare Data & Use

A number of data sources were used to compile the information necessary to review fare data and use.

February 2019 Rider Survey

Data from the February of 2019 Rider Survey, conducted in person at the Pulse downtown transit center and online, were used to understand the minority and low-income status in determining the impacts of the proposed fare changes. The survey asked riders about their frequency of use of the METRO system, common fare payment methods, access to financial services, access to a smartphone, and opinions about potential electronic fare payment options in addition to demographic questions about age, gender, income, ethnicity, and languages spoken. This is the most recent and comprehensive survey of METRO riders available that includes the necessary demographic and fare product use data points. These response data were used to inform assumptions about rider demographic splits among the different fare payment and product options offered by METRO, which then fed into the average fare analysis described later in this document.

In total, 527 responses were collected. The responses are not statistically valid but provide the best information available regarding the demographics of METRO's riders.

2013-2017 American Community Survey 5-Year Estimates

The 2013-2017 American Community Survey 5-Year (2013-2017 ACS 5-Year) data was used to better understand the demographics of the broader METRO service area as well as areas within a half mile of existing METRO retail locations. This data was available at the census block group level.

Ethnicity & Income Assumptions

Ethnicity Assumptions

For purposes of the fare equity review, minority populations are those who have not identified themselves as only "Caucasian/White" on the February 2019 Rider Survey and those who identified their race as "White" and ethnicity as "Not Hispanic or Latino" on the 2013-2017 ACS 5-Year. Ethnicity/Race categories include:

- 1) American Indian and Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- 2) Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- 3) Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
- 4) Hispanic or Latino, which includes persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- 5) Native Hawaiian or Other Pacific Islander, which refers to people having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Income Assumptions

METRO uses the Federal Department of Health and Human Services (HHS) thresholds for defining the low-income population. Using 100% of the HHS federal poverty level threshold, based on average household size of

2.2 from 2010 U.S. Census data for all households within the METRO service area, the METRO income threshold translates to households that make \$20,600 or less.

Low-income Definition and Federal Poverty Rate 2019

PERSONS IN FAMILY/HOUSEHOLD	POVERTY GUIDELINE
1	\$12,490
2	\$16,910
3	\$21,330
4	\$25,750
5	\$30,170
6	\$34,590
7	\$39,010
8	\$43,430
For families/households with more than 8 persons, add \$4,420 for each additional person.	

Source: 2019 HHS U.S. Federal Poverty Guidelines

On the February 2019 Rider Survey, this threshold would correspond with respondents who reported a total household income in 2019 of less than \$25,000. As a result, the analysis may classify respondents as low-income even though their household income is above 100% of the federal poverty level. This may result in an overstatement of low-income ridership.

February 2019 Rider Survey Income Categories

Q18. What is your total combined annual household income?	
Less than \$25,000 (Less than \$2,084 per month)	\$50,000 to \$74,999 (\$4,167 to \$6,249 per month)
\$25,000 to \$49,999 (\$2,084 to \$4,166 per month)	\$75,000 or more (\$6,250 per month or more)

The federal poverty income thresholds used for the Census vary based on household size, age of the householder, and number of children. The thresholds are also updated each year using the Consumer Price Index (CPI-U). For the 2013-2017 ACS 5-Year data, the Census definition of 100% federal poverty level was used for the analysis. While this doesn't align with the 2019 HHS definition of federal poverty, this data is not used as a sole data point for the analysis but is used to corroborate other data assumptions.

Poverty Thresholds for 2017 by Size of Family and Number of Related Children Under 18 Years

Size of family unit	Weighted average thresholds	Related children under 18 years								
		None	One	Two	Three	Four	Five	Six	Seven	Eight or more
One person (unrelated individual):	12,488									
Under age 65.....	12,752	12,752								
Aged 65 and older.....	11,756	11,756								
Two people:	15,877									
Householder under age 65.....	16,493	16,414	16,895							
Householder aged 65 and older.....	14,828	14,816	16,831							
Three people.....	19,515	19,173	19,730	19,749						
Four people.....	25,094	25,283	25,696	24,858	24,944					
Five people.....	29,714	30,490	30,933	29,986	29,253	28,805				
Six people.....	33,618	35,069	35,208	34,482	33,787	32,753	32,140			
Seven people.....	38,173	40,351	40,603	39,734	39,129	38,001	36,685	35,242		
Eight people.....	42,684	45,129	45,528	44,708	43,990	42,971	41,678	40,332	39,990	
Nine people or more.....	50,681	54,287	54,550	53,825	53,216	52,216	50,840	49,595	49,287	47,389

Source: U.S. Census Bureau.

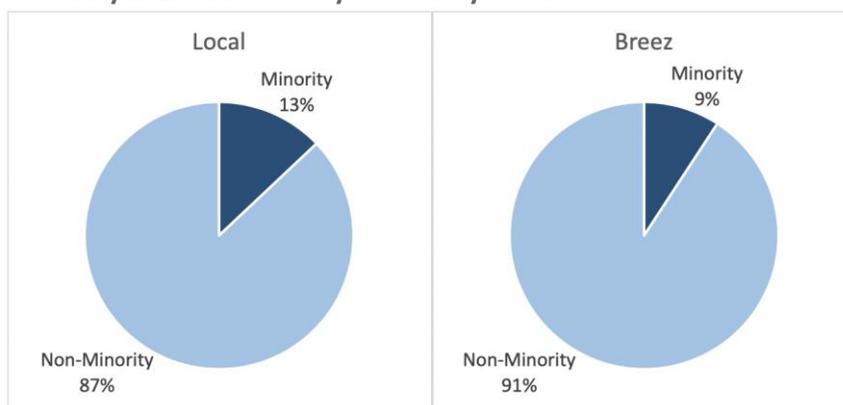
5. Ridership and Demographic Overview

The following provides an overview of METRO’s system-wide ridership taken from the February 2019 Rider Survey, which is the most recent study for which results are available. These demographic statistics have been considered in the development of the fare change recommendations in order to minimize or avoid the potential for changes to result in an adverse impact on minority or low-income riders.

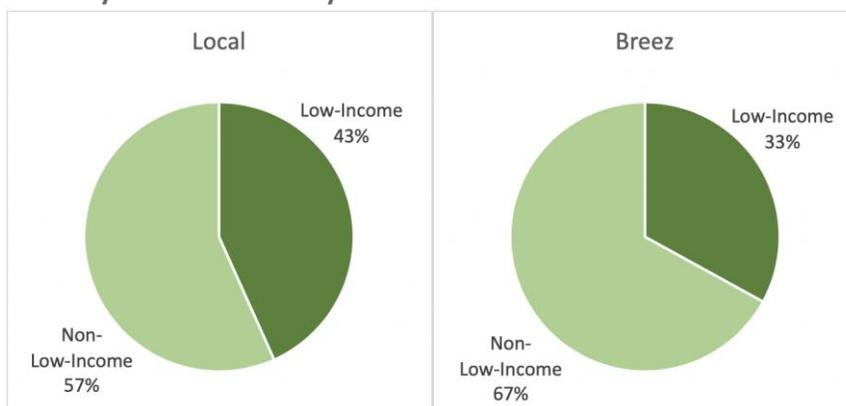
Ethnicity & Income

The following figures provide a system-wide overview on ethnicity and income. For purposes of the analysis, and in this review, minority status is characterized as anyone who responded to anything other than “White/Caucasian.” Low-income status includes those making below \$25,000.

February 2019 Rider Survey - Minority Status



February 2019 Rider Survey - Income Status



The minority status of METRO riders generally aligns with the demographics of the METRO service area; whereas, METRO riders are more likely to be low-income than the service area population. Based on the Geo-Spatial Retail Network Analysis discussed further in Section 6, according to 2013-2017 ACS 5-Year data, 11.7% of the service area population is considered minority and 12.8% of the population is considered low-income.

Ridership Fare Payment Characteristics

We also reviewed the income and ethnicity of riders by fare type to recognize that various fare changes may impact some protected groups more than others. The following tables present ethnicity/race and income percentages by fare type. Given the small sample size, respondents who use Breez are combined with Local respondents.

Minority and Low-Income Status by Fare Type

Fare Product	Minority	Non-Minority	Low Income	Non-Low-Income
Full Fare				
Cash/Single Ride without transfer	6%	94%	26%	74%
Cash/Single Ride with transfer	20%	80%	37%	63%
10 Ride without transfer	3%	97%	14%	86%
10 Ride with transfer	11%	89%	23%	77%
Day Pass	11%	89%	31%	69%
Monthly Pass	9%	91%	33%	67%
Reduced Fare				
without transfer	8%	92%	56%	44%
with transfer	18%	82%	75%	25%
Youth Fare				
overall	50%	50%	60%	40%
Institutional Pass Program (Student/College ID)				
overall	15%	85%	47%	53%
Survey Average	13%	87%	41%	59%

Source: February 2019 Rider Survey

6. Equity Review Methodology & Findings

Average Fare Analysis

The average fare analysis uses current fare payment and ridership data in order to forecast specific ridership and fare payment changes along with the impacts associated with changes in each fare category. Combined with the data contained in the February 2019 Rider Survey, fare payment information is disaggregated by income and ethnicity within each fare payment category. This produces an “average fare” on a system-wide level as well as for each fare and service type—both existing and proposed. This includes fare products and fare structures that are currently in use as well as those being proposed to change with the fare change recommendations. The Average Fare Analysis also provides the percentage change between the existing and proposed fare structures by fare type, and by income and ethnicity, in order to compare the fare increases experienced by minority and non-minority riders as well as low-income and non-low-income riders and identify proportionality of adverse effects.

FY2018 farebox revenue and ridership segmented by fare type is used to determine the distribution of ridership among fare products, rider categories, and modes.

Fare Payment Assumptions

The primary objective of the average fare analysis is to determine the percentage increase in the average fare paid by minority and non-minority riders and by low-income and non-low-income riders to identify potential adverse impacts on minority and/or low-income riders. In order to do estimate the average fare paid under the existing fare structure and under the proposed fare structure, we need to make assumptions about how frequently riders use specific fare products and how riders will migrate between different fare products with the introduction of electronic fare payment and fare capping.

Average Fare per Boarding Assumptions

Where possible the average usage rate for the different fare types were derived based on FY 2018 farebox data and pass sales. In FY 2018, the estimated average transfer rate for riders paying with cash/single ride tickets/10-ride tickets is 1.13, which means that approximately 13% of trips taken without a pass required a transfer to complete. Under the proposed fare change, cash riders who transfer would need to pay for each boarding. As such, the proposed fare for cash is calculated as 1.13 times the applicable base fare so that the average fare per boarding is equal to the base fare.

Farebox data was also used to estimate the average number of boardings taken by monthly passholders by comparing the number of boardings to the number of monthly passes sold. This resulted in an average monthly pass usage rate of 36.98.

The table below lists the existing and proposed fares, the usage rate assumed, and the calculated average fares.

Local Average Fare per Boarding Assumptions

Fare Product	Existing Fare	Proposed Fare	Usage Rate	Existing Avg Fare	Proposed Avg Fare
Full Fare					
Cash/Single Ride	\$1.50	\$2.26	1.13	\$1.32	\$2.00
10 Ride	\$13.50	n/a	11.3	\$1.19	n/a
Electronic Fare	n/a	\$2.00	1.13	n/a	\$1.77
Day Pass/Daily Cap	\$5.00	\$6.00	3.50	\$1.43	\$1.71
Monthly Pass/Monthly Cap	\$45.00	\$60.00	36.98	\$1.22	\$1.62
Reduced Fare					
Cash/Single Ride	\$0.75	\$1.13	1.13	\$0.66	\$1.00
10 Ride	\$6.75	n/a	11.3	\$0.60	n/a
Electronic Fare	n/a	\$1.00	1.13	n/a	\$0.88
Day Pass/Daily Cap	n/a	\$3.00	3.50	n/a	\$0.86
Monthly Pass/Monthly Cap	n/a	\$30.00	36.98	n/a	\$0.81
Youth Fare					
Cash/Single Ride	\$1.00	\$1.13	1.13	\$0.88	\$1.00
Electronic Fare	n/a	\$1.00	1.13	n/a	\$0.88
Day Pass/Daily Cap	n/a	\$3.00	3.50	n/a	\$0.86
Monthly Pass/Monthly Cap	n/a	\$30.00	36.98	n/a	\$0.81

Breez Average Fare per Boarding Assumptions

Fare Product	Existing Fare	Proposed Fare	Usage Rate	Existing Avg Fare	Proposed Avg Fare
Full Fare					
Cash/Single Ride	\$3.00	\$4.05	1.01	\$2.96	\$4.00
10 Ride	\$27.00	n/a	10.13	\$2.67	n/a
Electronic Fare	n/a	\$4.00	1.01	n/a	\$3.95
Day Pass/Daily Cap	\$10.00	\$12.00	3.50	\$2.86	\$3.43
Monthly Pass/Monthly Cap	\$90.00	\$120.00	36.98	\$2.43	\$3.24
Reduced Fare					
Cash/Single Ride	\$1.50	\$2.03	1.01	\$1.48	\$2.00
10 Ride	\$13.50	n/a	10.13	\$1.33	n/a
Electronic Fare	n/a	\$2.00	1.01	n/a	\$1.97
Day Pass/Daily Cap	n/a	\$6.00	3.50	n/a	\$1.71
Monthly Pass/Monthly Cap	n/a	\$60.00	36.98	n/a	\$1.62
Youth Fare					
Cash/Single Ride	\$2.00	\$2.03	1.01	\$1.97	\$2.00
Electronic Fare	n/a	\$2.00	1.01	n/a	\$1.97
Day Pass/Daily Cap	n/a	\$6.00	3.50	n/a	\$1.71
Monthly Pass/Monthly Cap	n/a	\$60.00	36.98	n/a	\$1.62

Electronic Fare Migration Assumptions

In order to estimate the overall average fare paid by minority and non-minority riders and by low-income and non-low-income riders, assumptions needed to be made to estimate how riders will shift to the new electronic fare media given their travel patterns and the financial incentives with fare capping. Based on riders' current fare product, different percentages of riders were assumed to migrate to the new electronic fare media. Overall, approximately 71% of riders are anticipated to migrate to electronic fare media with the largest share being full fare riders. For reduced fare and youth riders, the percentage of riders migrating to electronic fare media is substantially lower at only 57%. It is important to note that the youth numbers in the table below do not include students who are a part of the institutional programs and will transition to smart card with the implementation of the electronic fare collection system. It is assumed that 100% of these students will transition to electronic fare media. An overall 70% market penetration aligns with other regions with good retail access and financial incentives to use electronic fare media (e.g., free transfers, fare capping, stored value discounts).

Migration to Electronic Fare Media Assumptions

Migration to Electronic Fare Media	Full Fare		Reduced Fare		Youth Fare	
	Boardings	% of Boardings	Boardings	% of Boardings	Boardings	% of Boardings
Cash	361,678	29%	82,565	43%	22,706	43%
Electronic	867,130	71%	107,927	57%	29,687	57%
Total	1,228,808	100%	190,492	100%	52,393	100%

The underlying assumptions for each specific fare type are listed below and summarized in the table. The same assumptions regarding shifts are made for Local and Breez as well as reduced fare and youth riders.

Cash, Single Ride, and 10 Ride Tickets

- For riders who do not transfer, the average fare analysis assumes that half of the boardings will be paid with cash. It is assumed that 10% of the boardings will be made by riders who do not hit the daily or monthly fare cap, 20% of the boardings by riders who hit the daily cap, and 20% of the boardings by riders who hit the monthly cap.
- For riders who transfer, the average fare analysis assumes that 20% of the boardings will be paid with cash. It is assumed that 20% of the boardings will be made by riders do not hit the daily or monthly fare cap, 20% of the boardings by riders who hit the daily cap, and 40% of the boardings by riders who hit the monthly cap.
- For Local full fare riders, this equates to 43% of boardings being paid with cash and 57% of boardings being paid with electronic stored value (12% of the boardings by riders do not hit the daily or monthly fare cap, 20% of the boardings by riders who hit the daily cap, and 25% of the boardings by riders who hit the monthly cap).
- Based on the February 2019 Rider Survey, approximately half of the respondents would not likely reach a daily or monthly fare cap. Considering the average number of trips taken by riders who would and would not hit the cap, approximately 20% of all boardings would be made by riders who would not hit the daily or monthly fare cap. While many riders may benefit from the fare cap, the average fare analysis assumes that half of these riders would not transition to electronic fare media.

Day Pass

- The average fare analysis assumes that the majority of the Day Pass riders would make enough trips to reach the daily fare cap. 70% of the boardings are assumed to be made by riders who would hit the daily

fare cap. The remaining 30% of the boardings are split evenly among the other three potential fare product shifts.

Monthly Pass

- The average fare analysis assumes that the majority of the Monthly Pass riders would make enough trips to reach the monthly fare cap. 85% of the boardings are assumed to be made by riders who would hit the monthly fare cap with an additional 10% of boardings being made by riders who hit the daily fare cap. The remaining 5% of the boardings are evenly split between the other two potential fare product shifts.
- Based on the February 2019 Rider Survey, fewer than 5% of the respondents would not likely reach a daily or monthly fare cap. Unlike Cash, Single Ride, and 10 Ride Tickets, it is assumed that most Monthly Pass riders would shift to electronic fare media.

Ridership Shift Assumptions to Electronic Fare Media and Fare Capping

New Fare Product	Current Fare Product			
	Cash/Single Ride/10 Ride		Day Pass	Monthly Pass
	w/o Transfer	w/ Transfer		
→ Cash/Single Ride Ticket	50%	20%	10%	2.5%
→ Electronic	10%	20%	10%	2.5%
→ Electronic with Daily Cap	20%	20%	70%	10%
→ Electronic with Monthly Cap	20%	40%	10%	85%

Average Fare Analysis Findings

The average fare analysis provides a robust overview of the fare change recommendations. Appendix C provides the detailed tables that provide the average fare by mode for Local and Breez service. It is important to note that the average fare analysis looks at the average amount paid per boarding by riders. While the base fare for Local and Breeze both increase by 33%, the percentage increase in the Local average fare per boarding increases by more than the percentage increase in the Breez average fare per boarding. The lower percentage increase is due to the lower transfer rate for Breez riders.

Each of these “average fares” is disaggregated by income and ethnicity in order to compare it to non-protected riders. Once analyzed at the mode level, they were combined for a system-wide review to determine the percentage increase in the average fare paid by minority and non-minority riders and by low-income and non-low-income riders in order to assess potential adverse impacts disproportionately borne by minority or low-income riders. The tables include the absolute change in fares from existing fares and the proportion of minority and low-income riders that would be affected by each fare change. The average fare analysis indicates that the fare structure and pricing changes currently being considered may not result in adverse effects being disproportionately borne by minority or low-income riders for all aspects of the proposed change. However, certain aspects of the proposed changes may result in some groups bearing a disproportionate share of adverse effects.

The table below provides a system-wide view of the analysis comparing the average fare for minority riders to non-minority riders. For minority riders, the average fare would increase from \$1.00 to \$1.33, a 32.1% increase from the current average fare. For non-minority riders, the average fare would increase from \$1.09 to \$1.50, a 37.9% increase from the current average fare. The non-minority average fare would increase by 5.8 percentage points more than the minority average fare.

Minority and Non-Minority Average Fare Analysis

Mode	All Riders			Minority			Non-Minority		
	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue
Local Subtotal	1,886,238	\$1,966,628	\$2,710,049	209,410	\$204,767	\$271,267	1,676,828	\$1,761,860	\$2,438,782
Avg Fare		\$1.04	\$1.44		\$0.98	\$1.30		\$1.05	\$1.45
Change in Avg Fare			\$0.39			\$0.32			\$0.40
% Change in Avg Fare			37.8%			32.5%			38.4%
Breez Subtotal	60,877	\$137,362	\$179,334	5,613	\$11,159	\$13,952	55,264	\$126,203	\$165,382
Avg Fare		\$2.26	\$2.95		\$1.99	\$2.49		\$2.28	\$2.99
Change in Avg Fare			\$0.69			\$0.50			\$0.71
% Change in Avg Fare			30.6%			25.0%			31.0%
Total	1,947,115	\$2,103,990	\$2,889,383	215,023	\$215,927	\$285,219	1,732,092	\$1,888,063	\$2,604,164
Avg Fare		\$1.08	\$1.48		\$1.00	\$1.33		\$1.09	\$1.50
Change in Avg Fare			\$0.40			\$0.32			\$0.41
% Change in Avg Fare			37.3%			32.1%			37.9%

The table below provides a system-wide view of the analysis comparing the average fare for low-income riders to non-low-income riders. For low-income riders, the average fare would increase from \$0.99 to \$1.35, a 35.5% increase from the current average fare. For non-low-income riders, the average fare would increase from \$1.13 to \$1.56, which is a 38.3% increase from the current average fare. The non-low-income average fare would increase by 2.8 percentage points more than the overall low-income average fare.

Low-Income and Non-Low-Income Average Fare Analysis

Mode	All Riders			Low-Income			Non-Low-Income		
	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue
Local Subtotal	1,886,238	\$1,966,628	\$2,710,049	683,754	\$658,209	\$894,138	1,202,484	\$1,308,419	\$1,815,911
Avg Fare		\$1.04	\$1.44		\$0.96	\$1.31		\$1.09	\$1.51
Change in Avg Fare			\$0.39			\$0.35			\$0.42
% Change in Avg Fare			37.8%			35.8%			38.8%
Breez Subtotal	60,877	\$137,362	\$179,334	20,338	\$41,059	\$53,032	40,539	\$96,303	\$126,302
Avg Fare		\$2.26	\$2.95		\$2.02	\$2.61		\$2.38	\$3.12
Change in Avg Fare			\$0.69			\$0.59			\$0.74
% Change in Avg Fare			30.6%			29.2%			31.1%
Total	1,947,115	\$2,103,990	\$2,889,383	704,092	\$699,268	\$947,170	1,243,023	\$1,404,722	\$1,942,212
Avg Fare		\$1.08	\$1.48		\$0.99	\$1.35		\$1.13	\$1.56
Change in Avg Fare			\$0.40			\$0.35			\$0.43
% Change in Avg Fare			37.3%			35.5%			38.3%

Geo-Spatial Retail Network Analysis

The new fare collection system will enable cash paying customers to use cash to add value to their transit account at a variety of locations throughout the system's service area. Customers will be able to present a credential for their transit account (e.g. their smart card or the mobile application) at a retail outlet or other location in the system service area, pay cash, and have the value added to the account immediately. Customers will also be able to add value to their accounts via the mobile app and customer website. The mobile app and website will accept credit, debit, and prepaid debit cards. The Request for Proposal also requests acceptance of transit benefit cards including TRANServe, Temporary Assistance for Needy Families (TANF) cards, mobile wallets, and PayPal. The ability to load value in real-time via the mobile app and customer website will provide a significant improvement for customers. It is important to also consider customer access to obtain a smart card and load cash via the retail network in order to obtain the fare discounts provided through the new electronic fare collection system, including free transfers and fare capping.

At the present time, the retail network for the new fare collection system is to be defined. The current intention is that the cash loading and smart card distribution network solution will build on METRO's and its partners' existing retail network solutions, the backbone of which are the METRO Pulse Station, Shaw's grocery stores, and Hannaford Supermarkets.

The retail network analysis includes a geo-spatial analysis of the existing retail network to assess minority and low-income riders access to the existing locations. Currently, there are 16 confirmed locations that sell or dispense METRO fare products:

- Hannaford, 295 Forest Avenue, Portland, ME 04101
- Hannaford, 50 Cottage Road, South Portland, ME 04106
- Hannaford, 415 Philbrook Ave, South Portland, ME 04106
- Hannaford, 787 Riverside Street, Portland, ME 04103
- Hannaford, 7 Hannaford Drive, Westbrook, ME 04092
- Hannaford, 65 Gray Road, Falmouth, ME 04105
- Shaw's, 180 Waterman Drive, South Portland, ME 04106
- Shaw's, 1364 Congress Street, Portland, ME 04102
- Shaw's, 91 Auburn Street, Portland, ME 04103
- Shaw's, 17 Main Street, Portland, ME 04092
- Shaw's, 251 US Hwy 1, Westbrook, ME 04105
- Shaw's, 200 Lower Main Street, Freeport, ME 04032
- Brunswick Visitor Center, 16 Station Avenue, Brunswick, ME 04011
- Casco Bay Island Transit District, 56 Commercial Street, Portland, ME 04101
- Town of Yarmouth, City Hall, 200 Main Street, Yarmouth, ME 04096
- METRO PULSE (Downtown Transportation Center), 21 Elm Street, Portland, ME 04101

The analysis includes a Geographic Information Systems (GIS) examination that explores minority and low-income access to the existing retail network. This effort is undertaken using census data (2013-2017 ACS 5-Year) for ethnicity and income of the population within METRO's service area, as well as specialized mapping software.

Since some census tracts can be rather large geographically, the analysis uses census block groups. Block groups nest within census tracts and are the smallest units for tabulation of sample data. The population of block groups in the service area ranges from 22 to 2,972. Examining block groups within the tracts to identify access enables the ability to determine those that would be most affected by the close proximity of a retail outlet site and provides further specificity in assessing access issues. "Access" is defined as within one-half of a mile of an existing retail outlet. By creating a half mile buffer around the retail locations, the catchment area for acquiring existing fare media could be determined.

A census block group is designated a minority block group if more than 11.7% of its population is considered minority, which is defined as a census block group that exceeds the systemwide minority average. A census block group was designated low income if at least 12.8% of its population is below the poverty level, which is defined as is a block group that exceeds the systemwide poverty level average.

In addition to mapping access, GIS was used to identify the percent of the population within the service area within one-half of a mile of an existing retail outlet. The access is compared for minority and non-minority populations as well as low-income and non-low-income populations to identify proportionality of adverse effects. The population of a census block group is determined to have retail access if the census block group is at least partially contained within the ½-mile buffer around a retail location.

Geo-Spatial Retail Network Analysis Findings

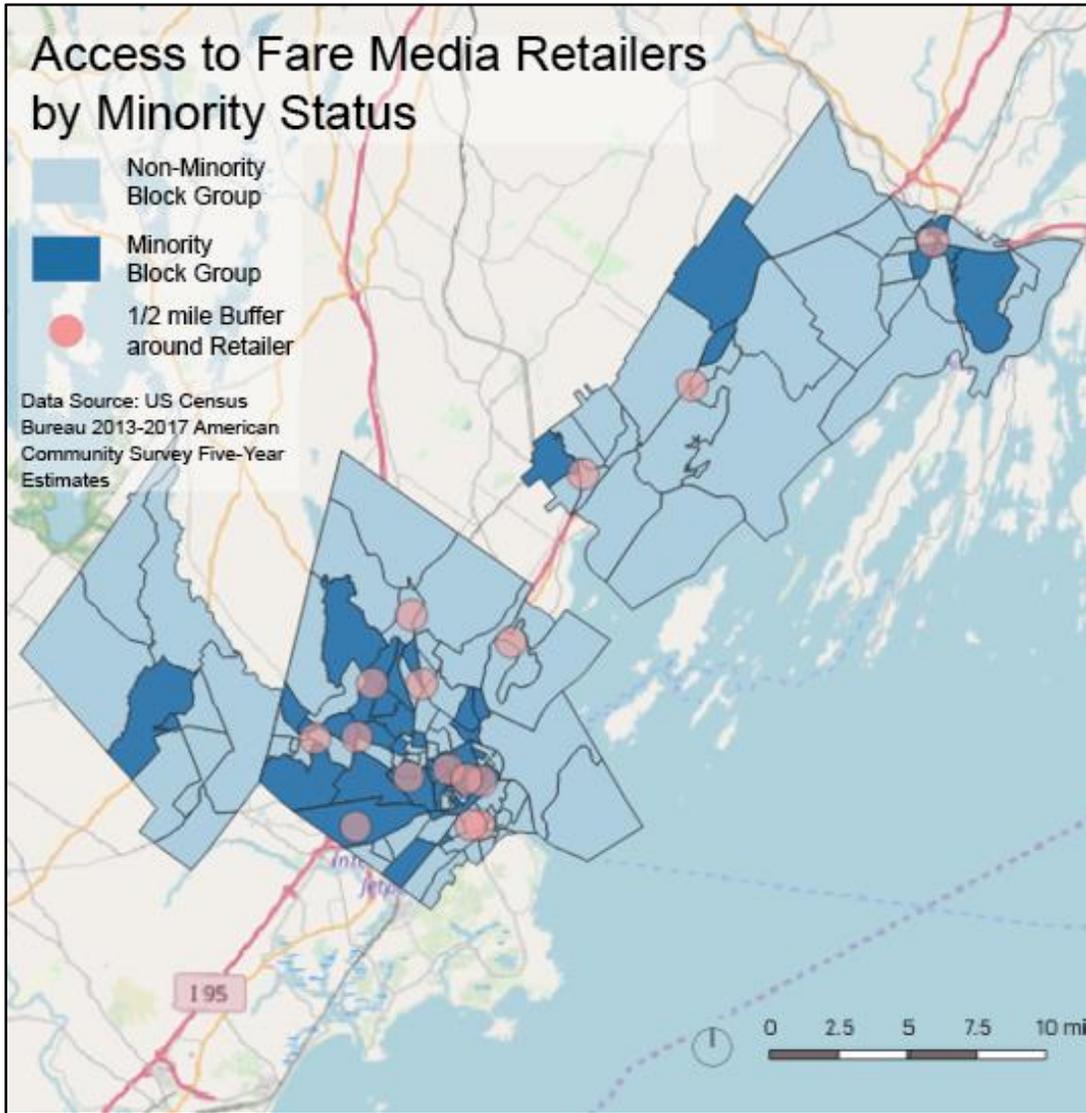
Twelve of the sixteen retailers are located in low-income block groups. In contrast, only eight of the sixteen retailers are located in minority block groups. The majority of fare media retailers are clustered in the City of Portland, where the majority of low-income and minority block groups are located. At current, there are no fare media retailers in the southwest region of the service area and very few in the northeast; these areas should be considered when expanding the retail network. It is important to note for context that the northeastern portion of the service area is served only by Breez commuter services. So, while there may only be a limited number of retail locations in the northeast, Breez riders can access the retail network once in downtown Portland.

The GIS analysis indicates that the fare media change currently being considered may not result in adverse effects being disproportionately borne by minority or low-income riders for all aspects of the proposed change. However, certain aspects of the proposed changes may result in some groups bearing a disproportionate share of adverse effects, especially if they do not have access to a retail location nearby or have access to the internet and/or a credit/debit card to add stored value remotely.

Minority Access

Minority populations have a higher level of access to fare media retailers, by proportion, compared to non-minority populations (69.50% vs. 52.69%) and to the overall population (69.50% vs. 54.67%). However, there are several minority block groups with no access within a half-mile to fare media retailers in the southwest and northeast part of the service area.

Minority and Non-Minority Access to Existing Retail Network

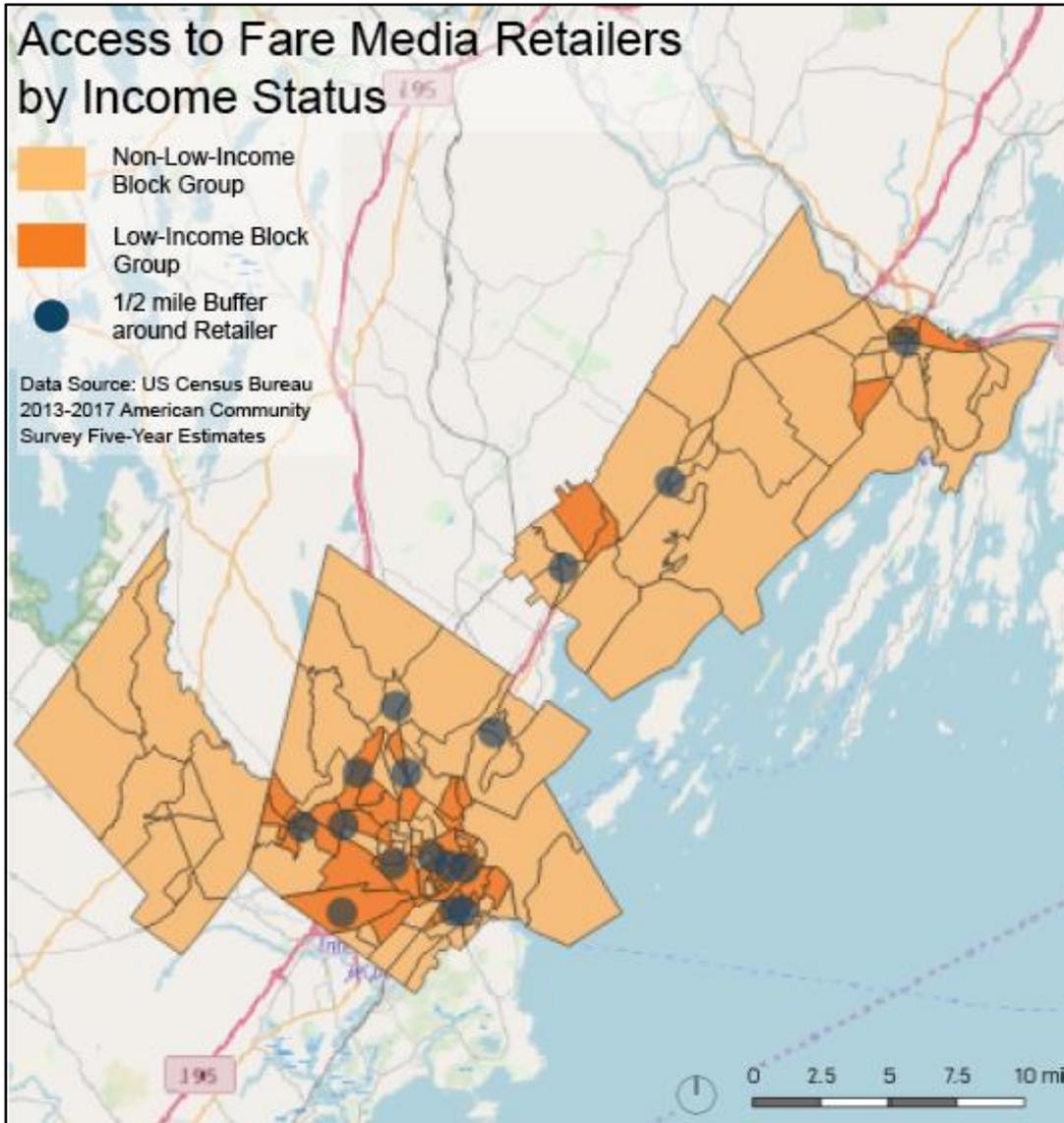


	Total Population	Population within ½ Mile of a Retail Outlet	% of Population within ½ Mile of a Retail Outlet
Minority	20,917	14,537	69.50%
Non-Minority	156,763	82,600	52.69%
Overall	177,680	97,137	54.67%

Low-Income Access

Low-income populations have a higher level of access to fare media retailers compared to non-low-income populations (68.89% vs. 53.24%) and to the overall population (68.89% vs. 55.24%). The low-income block groups are clustered in the Portland area, as are the fare media retailers. There are two low-income block groups in the northeast part of the service area with no access within a half-mile to a fare media retailer.

Low-Income and Non-Low-Income Access to Existing Retail Network



	Total Population	Population within ½ Mile of a Retail Outlet	% of Population within ½ Mile of a Retail Outlet
Low-Income	21,601	14,880	68.89%
Non-Low-Income	147,659	78,621	53.24%
Overall	169,260	93,501	55.24%

7. Summary of Findings

In order to identify potential adverse effects disproportionately borne by minority and low-income riders, an average fare analysis and geo-spatial retail network analysis was conducted on the proposed fare change and existing retail network. The fare equity review indicates that the fare structure change currently being considered may not result in adverse effects being disproportionately borne by minority or low-income riders for all aspects of the proposed change. However, certain aspects of the proposed changes may result in some groups bearing a disproportionate share of adverse effects.

Average Fare Analysis

The average fare analysis provides a robust overview of the fare change recommendations. Based on the proposed fare changes, the percentage increase in the average fare paid by minority and non-minority riders and by low-income and non-low-income riders is estimated in order to assess potential adverse impacts disproportionately borne by minority and low-income riders. The average fare analysis indicates the percentage increase in the average fare for non-protected riders (non-minority and non-low-income riders) is greater than for protected riders.

The overall non-minority average fare would increase by 5.8 percentage points more than the overall minority average fare.

Minority and Non-Minority Average Fare Analysis

Mode	All Riders			Minority			Non-Minority		
	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue
Total	1,947,115	\$2,103,990	\$2,889,383	215,023	\$215,927	\$285,219	1,732,092	\$1,888,063	\$2,604,164
Avg Fare		\$1.08	\$1.48		\$1.00	\$1.33		\$1.09	\$1.50
Change in Avg Fare			\$0.40			\$0.32			\$0.41
% Change in Avg Fare			37.3%			32.1%			37.9%

The overall non-low-income average fare would increase by 2.8 percentage points more than the overall low-income average fare.

Low-Income and Non-Low-Income Average Fare Analysis

Mode	All Riders			Low-Income			Non-Low-Income		
	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue
Total	1,947,115	\$2,103,990	\$2,889,383	704,092	\$699,268	\$947,170	1,243,023	\$1,404,722	\$1,942,212
Avg Fare		\$1.08	\$1.48		\$0.99	\$1.35		\$1.13	\$1.56
Change in Avg Fare			\$0.40			\$0.35			\$0.43
% Change in Avg Fare			37.3%			35.5%			38.3%

Geo-Spatial Retail Network Analysis

The majority of fare media retailers are clustered in the City of Portland, where the majority of low-income and minority block groups are located. At current, there are no fare media retailers in the southwest region of the service area and very few in the northeast; these areas should be considered when expanding the retail network. However, the northeastern portion of the service area is served only by Breez commuter services.

While there may only be a limited number of retail locations in the northeast, Breez riders can access the retail network once in downtown Portland.

Minority and low-income populations have a higher level of access to existing retail outlets compared to non-minority and non-low-income populations and to the overall population.

Access to Existing Retail Network

	% of Population within ½ Mile of a Retail Outlet
Minority vs. Non-Minority	
Minority	69.50%
Non-Minority	52.69%
Overall	54.67%
Low-Income vs. Non-Low-Income	
Low-Income	68.89%
Non-Low-Income	53.24%
Overall	55.24%

Mitigations

No mitigations are needed to address adverse effects of the proposed fare structure and pricing changes.

Appendices:

Appendix A: February 2019 Rider Survey Instrument



FARE SURVEY

Tell Us What You Think About Fares

METRO is looking at new options for riders to pay fares. As part of this effort, we are interested in learning more about what you like about how you pay to ride the bus and how technology could be used to pay in the future. Thank you for input!

1. Which of METRO’s services do you currently use? **[mark all that apply]**
 Local bus service (includes Routes 1, 2, 3, 4, 5, 7, 8, 9A/9B, and the Husky Line) I don’t use METRO
 METRO Breez (includes Northbound to Brunswick and Southbound to Portland)

2. If you transfer between buses, which services do you transfer between? **[select services you transfer between]**
 METRO South Portland Bus Service ShuttleBus-Zoom Other (please specify): _____

3. In a typical **day**, how many trips do you take using METRO?
 1 trip per day 3 trips per day 5 trips per day
 2 trips per day 4 trips per day 6 trips or more per day

4. In a typical **week**, how many days do you ride METRO?
 1 day per week 4-5 days per week A few days per month
 2-3 days per week 6-7 days per week A few days per year

5. How do you usually pay your fare?
 Cash when boarding the bus Single ride ticket TenRide ticket
 Student/College ID or Pass Day Pass Monthly Pass

6. If you are eligible for a reduced fare, please select the applicable discount category below.
 Seniors ages 65 and older Medicare recipients Persons with disabilities Youth (ages 6 to 18)

Many transit providers have introduced smart cards or mobile ticketing as fare payment options.

A **smart card** is a plastic, reusable card a rider can use to pay their fare by tapping it on a reader when they board the bus. Riders can pay to load rides or passes to their smart card account at a retail location or online.

Mobile ticketing allows riders to use their smartphone to pay their fare when they board the bus. Riders purchase rides or passes through a mobile ticketing app using a credit or debit card, and then scan the activated ticket or pass displayed on their smartphone as they board.

Both options eliminate the need for customers to carry cash and make it easier to pre-purchase a pass.

7. Would you be interested in using a smart card or your smartphone to pay your fare?
 Very unlikely Unlikely Neutral Likely Very likely Not applicable/no opinion

8. Which would you be most interested in using to pay your fare? **[select only one]**
 Smart card Mobile ticketing Cash Existing pass or ticket option

9. What do you like about being able to use a smart card or smartphone to pay your fare? **[mark all that apply]**
 I like using technology I don’t need to buy my pass from a retailer I can purchase my fare anywhere
 I don’t need to carry cash I can see and buy my fare on my smartphone I can reload my fare automatically
 I can board more easily My fares and passes are protected from loss/theft Other (please specify): _____

TURN OVER TO BACK →



FARE SURVEY

10. Why wouldn't you be interested in using a smart card or your smartphone? **[mark all that apply]**
 I prefer to pay cash I don't have a smartphone I prefer current form of payment Other (please specify): _____
 Privacy concerns Too difficult to understand I don't have a credit/debit card

11. Do you currently use any of the following? **[mark all that apply]**
 Checking acct Credit card Debit card Pre-paid debit card Mobile payment (e.g., Apple or Android Pay)

12. Do you have a smartphone or tablet with internet access?
 Yes No

13. Are there other ways that technology could improve how you pay your fare? **[please write in any comments]**

METRO respects your privacy and assures you that all personal information will be kept strictly confidential. The following information is being used only to ensure that survey responses are representative of our ridership.

14. How old are you?
 Under 18 18-25 26-44 45-64 65+

15. What is your gender?
 Female Male Non-binary/third gender/gender non-conforming Prefer not to say

16. Which do you consider yourself? **[mark all that apply]**
 African-American/Black Pacific Islander/Hawaiian Hispanic Asian Middle Eastern/North African
 Caucasian/White Native-American Indian Other (please specify): _____

17. Is English the primary language spoken in your home?
 Yes No If not, what is the primary language spoken? _____

18. What is your total combined annual household income?
 Less than \$25,000 (\$2,084/mo) \$50,000-\$74,999 (\$4,167-\$6,249/mo)
 \$25,000-\$49,999 (\$2,084-\$4,166/mo) More than \$75,000 (\$6,250/mo)

19. Please provide any add'l comments about METRO's current fares and ways they might be improved to meet your needs.

20. If you are interested in participating in future surveys or public outreach, please write in your email address below:
 Email address: _____

TURN OVER TO BACK →

Appendix B: 2019 Fare Change Public Meeting Materials



FOR IMMEDIATE RELEASE: March 8, 2019

Contact: Denise Beck, METRO Marketing Director
Office -207-517-3027 | Mobile – 207-233-0487
dbeck@gpmetro.org | gpmetro.org

Greater Portland METRO to Hold Public Meetings Proposing Fare Pricing Changes, Introducing Automatic Fare Payment Options

(Portland, Maine) – Greater Portland Transit District METRO will hold public meetings between March 12 and March 28 to present information on proposed fare pricing changes and automatic fare options.

METRO plans to introduce new payment options that will allow riders to pay fares using either a smart card or mobile app. Both the smart card and mobile app can be linked to an account that riders can fund from bank accounts, credit cards, or pre-paid debit cards. Riders without access to banking would be able to load cash onto a smart card at municipal and retail outlets across the region. Riders using smart cards or a mobile app would be required to scan their cards or phones when they board the bus. Cash will still be accepted on buses.

The base fare will increase from \$1.50 to \$2.00 and all current period passes and tickets will be replaced with a new electronic discounting method called “fare capping.”

- When paid with a smart card or by mobile app, the proposed \$2.00 base fare (\$1.00 for riders eligible for reduced fare) activates a 90-minute pass. This means the rider can take unlimited trips within the 90-minute window. Riders who qualify for “reduced fare” include seniors, people with disabilities, and Medicare card holders and, with this change, youth ages 6-18 as well.
- When paying fares by smart card or mobile app, full fare local riders would not pay more than \$6.00 per day and \$60.00 per month. Riders eligible to pay “reduced fare” would not pay more than \$3.00 per day and \$30.00 per month for local service. Upon hitting these daily and monthly fare caps, all rides thereafter will be free.
- Fare capping is a pay-as-you-go approach that significantly improves affordability and equity in the cost of using transit. It allows all riders equal access to discounts based on their transit use and not on upfront dollars invested in a high cost pass. This fare payment strategy allows lower income riders who cannot afford the higher upfront cost of a 10 Ride ticket or monthly pass access to the same discounting as higher income riders. Also, fare capping allows riders to pay only for what they use whereas buying a monthly pass today requires riders to predict their future use.

www.gpmetro.org

114 Valley St. • Portland, ME • 04102
Phone: 207-774-0351 Fax: 207-774-6241





- Cash will continue to be accepted on buses, but paper transfers would no longer be offered. This will create an additional incentive for riders to migrate to smart cards or the mobile app. Smart cards would be widely accessible at municipal offices and retail outlets across the region. This will offer riders without access to banking or a smart phone the ability to load cash onto a smart card.

The last fare increase was implemented nine years ago in 2010. Since then, METRO has made significant improvements to its transit service including expanded routes and improved frequency; improved bus stops and new bus shelters; rolled out real-time bus arrival technology and Wi-Fi on all buses; and commenced a fleet modernization campaign. These improvements have been paid for mostly with taxpayer dollars.

A passenger fare increase is necessary and overdue, but METRO recognizes that many transit riders live on limited incomes and have tight household budgets. For these reasons, the increase is timed to coincide with the introduction of new fare payment technology and the “fare capping” approach to help improve the affordability of using transit and the overall equity of our fare pricing.

METRO wants to hear from riders, the general public, businesses, and social service agencies on how these changes might impact you. Riders and stakeholders are encouraged to attend these open-forum, public meetings, held in these communities along METRO routes:

PUBLIC MEETINGS

Portland Public Library (Rines Auditorium)

Tuesday, March 12 | 3-7 p.m.

Saturday, March 16 | 10:30 a.m. - NOON

Brunswick Town Hall (Room 206), 85 Union St.

Thursday, March 14 | 5-7 p.m.

Westbrook Community Center (Spruce Room), Bridge St.

Monday, March 18 | 3:30 -7:30 p.m.

Yarmouth Town Hall (Community Room) 200 Main St.

Tuesday, March 19 | 5-7 p.m.

Lunt Auditorium, 74 Lunt Rd., Falmouth

Wednesday, March 20 | 5 - 7 p.m.

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Phone: 207-774-0351 Fax: 207-774-6241





Freeport Town Hall (Chambers), 30 Main St.

Monday, March 25 | 5 - 7 p.m.

Gorham Municipal Center (Conf. Room A), 75 South St.

Tuesday, March 26 | 5 - 7:30 p.m.

For additional METRO information, updates, and survey:

- Website: GPMETRO.ORG
- Phone: 207-774-0351
- Questions? Feedback?: info@gpmetro.org
- Social media: [Facebook](#); [Twitter](#); [Instagram](#)
- Stop by the METRO Pulse at 21 Elm Street, METRO's downtown transit hub for information, tickets, schedules, and connections.
Open Monday-Friday, 7am-7pm; 9am – 4:30pm on Saturday.

With annual ridership of nearly 2 million, METRO is the largest public transit agency in Maine. Greater Portland METRO provides bus service between Brunswick, Falmouth, Freeport, Gorham, South Portland, Westbrook, and Yarmouth.

- # # # -

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Greater Portland Transit METRO

METRO is proposing new payment options that will allow riders to pay fares using either a smart card or mobile app. The proposal includes a fare increase; introduction of reduced fare options for seniors, people with disabilities, and now youth (6-18); "fare cap" pricing; and a new pass, allowing unlimited trips for 90 minutes. Smart cards will be available at retail outlets where cash can be added to the card or linked to a bank account.

Cash will still be accepted as a fare payment option.

Fare Payment - Explaining the Technology

What are Smart Cards?

A Smart Card is a plastic, reusable card a rider can use to pay their fare by tapping on a reader when they board the bus. Riders can load rides to their smart card account at a retail location or online. Riders who do not have a bank account (unbanked), would be able to load cash onto a smart card at a retail outlet.

What is a Mobile Ticketing app?

Riders can use their smartphone to pay their fare when they board the bus. Riders purchase rides through a smart phone app using a credit card or debit card, and then scan the activated ticket or pass displayed on their smartphone as they board the bus. Mobile app will be available at Apple and Android app stores.

What is Fare Capping?

Fare capping allows for frequent travel and financial flexibility. It provides the benefits of a multi-ride discounted pass without having to pay up-front costs. Fare capping is a "pay as you go" approach that improves affordability and equity in the cost of using transit. It allows all riders equal access to discounts. Riders pay only for what they use. [Check out gpmetro.org to view video about fare capping.](http://gpmetro.org)

Public Participation

METRO staff wants feedback on proposed fare pricing changes. Riders, stakeholders, and the general public are encouraged to attend open-forum public meetings, held in communities along METRO bus routes:

PUBLIC MEETINGS

Portland Public Library (Rines Auditorium)

Tuesday, March 12, 3-7 p.m.
AND Saturday, March 16 10:30 a.m. - NOON

Brunswick Town Hall (Room 206)

85 Union St., Thursday, March 14 | 5-7 p.m.

Westbrook Community Center (Spruce Room)

426 Bridge St., Monday, March 18 | 3:30 -7:30 p.m.

Yarmouth Town Hall (Community Room)

200 Main St., Tuesday, March 19 | 5-7 p.m.

Falmouth - Lunt Auditorium

74 Lunt Rd., Wednesday, March 20 | 5 - 7 p.m.

Freeport Town Hall (Chambers)

30 Main St., Monday, March 25 | 5 - 7 p.m.

Gorham Municipal Center (Conf. Room A)

75 South St., Tuesday, March 26 | 5 - 7:30 p.m.

**Can't make it to a meeting?
We still will want to hear from you.**

Learn more about the proposed fare changes.
Visit GPMETRO.ORG

Read the info, view the video,
then **take the survey.**

Questions? EMAIL - info@gpmetro.org
Call - 207-774-0351



Fare Pricing Proposal #1 - MARCH 6, 2019

Greater Portland Transit METRO



Proposed Fare Pricing Changes, NEW Automatic Fare Payment Options.

Greater Portland Transit METRO is seeking public input on a number of proposed fare policy changes. Background information, public meeting dates, and opportunities for offering feedback below and on back of page.

Background

- Greater Portland METRO has not increased fares since 2010.
- METRO's fare policy and technology goals:
 - Grow Ridership
 - Improve simplicity and convenience of fare payment
 - Reduce use of cash; speed up passenger boarding process
 - Improve equity in passenger's cost of using transit
 - Balance the cost of service between taxpayers and riders



Proposed Fare Changes:

- Introduction of Automated Fare Technology.
- Smart Card and Mobile App fare payment options replace paper-based passes and tickets.
- NEW 90 minute unlimited access pass when paying for single ride with Smart Card or Mobile App.
- Introduction of reduced fare monthly option for Seniors (65+), Persons with Disabilities, and now Youth (ages 6-18).
- Introduction of "fare capping" with Smart Card or Mobile App.
- Riders will never pay more than \$6/day and \$60/month for local service.
- Smart cards will be available at retail outlets where cash can be loaded onto a card or linked to a bank account.
- **Cash will continue to be accepted on all buses.**

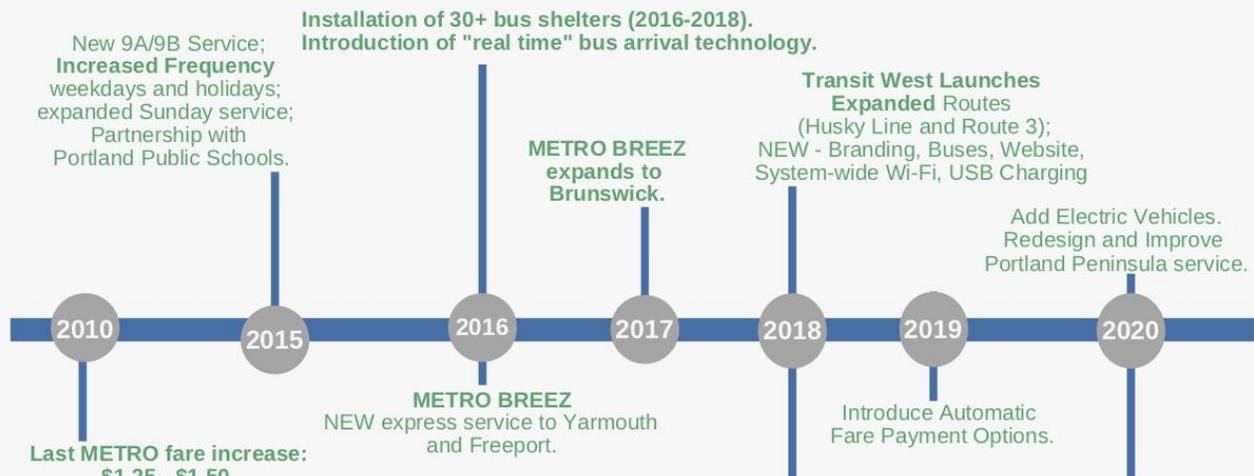
PROPOSED FARE PRICES

LOCAL-Single Ride

- Full Fare \$2.00
- Reduced Fare \$1.00
- NEW - Youth Fare \$1.00
- Transfers Not Available
- NEW - 90 Minutes Pass

BREEZ - Single Ride

- Full Fare \$4.00
- Reduced Fare \$2.00
- NEW - Youth Fare \$2.00
- Transfers Not Available
- NEW - 2 hour pass



Ridership Record -- 1.9 MILLION and GROWING!

Greater Portland Transit METRO

METRO is Introducing NEW Ways to Pay Your Fare

We Want Your feedback on a several proposed fare policy changes.

Background

METRO is proposing a fare increase and new payment options that will allow riders to pay fares using either a smart card or mobile app. A new benefit called "fare capping" allows for frequent travel and financial flexibility.

METRO's last fare increase was in 2010. Since then, Greater Portland Transit has made significant improvements to its system that have mostly been paid for using taxpayer dollars.

Public Input is Important - We Want to Hear from YOU!

METRO wants to hear from riders and stakeholders on how these changes may impact them.

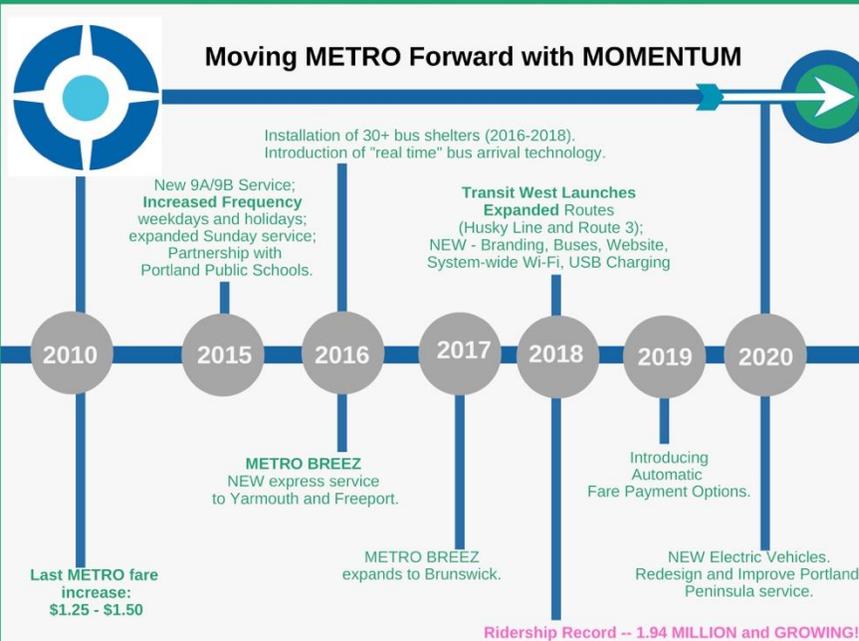
Please review all of the materials about the proposed fare changes, new fare payment technology, and new options.

Ask questions. Offer feedback.

METRO staff is here to gather input from YOU.



Greater Portland Transit METRO



Greater Portland Transit METRO

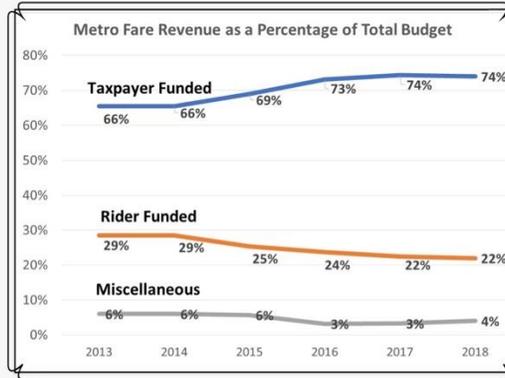


Why is a Fare Increase Being Proposed?

- It has been nine (9) years since the last fare increase.



- Since 2013, Metro has made significant improvements to the transit system relying mostly on taxpayer support.
- As of 2018, the percentage of funding coming from fares has dropped below the Board adopted minimum of 25%.
- The fare increase will be joined with expanded "reduced fare" options, new ways to pay fare using smart cards and smart phones (cash will still be accepted), and an innovative discounting method called "Fare Capping."



Greater Portland Transit METRO

Fare Payment - Explaining the Technology



METRO is introducing Automated Fare Technology.

Smart Card and Mobile app payment options would replace paper-based passes and tickets. Cash will continue to be accepted on all buses.



What are Smart Cards?

A Smart Card is a plastic, reusable card a rider can use to pay their fare by tapping on a reader when they board the bus. Riders can add value to their smart card account at a retail location or online. Riders who do not have a bank account or credit card can load cash onto a smart card at a retail outlet.

How would I use a Mobile Ticket App to pay my fare?

Riders can use their smartphone to add cash and pay their fare when they board the bus. Riders purchase rides through a smart phone app using a credit or debit card and then scan the activated ticket or pass displayed on their smartphone as they board the bus. The mobile app will be available at Apple and Android app stores.

What is Fare Capping?

Fare capping is a "pay as you go" approach that improves affordability and equity in the cost of using transit. It allows all riders equal access to discounts. Riders will never pay more than a fixed amount on a daily or monthly basis. Riders pay only for what they use. Fare capping allows for frequent travel and financial flexibility. It provides the benefits of a multi-ride discounted pass without having to pay up-front costs.

March 2019

Greater Portland Transit METRO

Fare Changes



CURRENT FARE PRICES			PROPOSED FARE PRICES		
CASH			CASH		
	LOCAL	BREEZ		LOCAL	BREEZ
Single Ride - Full Fare	\$1.50	\$3.00	Single Ride - Full Fare	\$2.00	\$4.00
Single Ride - Reduced Fare	\$0.75	\$1.50	Single Ride - Reduced Fare	\$1.00	\$2.00
Single Ride - Youth Fare	\$1.00	\$2.00	Single Ride - Youth Fare	\$1.00	\$2.00
Transfers	Free	Free	Transfers	Not Available	Not Available
PAPER PERIOD PASSES & TICKETS			SMART CARD/MOBILE APP		
Single Ride Ticket			Single Ride Fare		
	LOCAL	BREEZ		LOCAL	BREEZ
Full Fare	\$1.50	\$3.00	Full Fare	\$2.00 (buys 90 minute pass)	\$4.00 (buys 120 minute pass)
Reduced Fare	\$0.75	\$1.50	Reduced Fare	\$1.00 (buys 90 minute pass)	\$2.00 (buys 120 minute pass)
Youth	\$1.00	\$2.00	Youth	\$1.00 (buys 90 minute pass)	\$2.00 (buys 120 minute pass)
Transfers	Free	Free	Transfers	Not Available	Not Available
Day Pass			Daily Fare Cap		
	LOCAL	BREEZ		LOCAL	BREEZ
Full Fare	\$5.00	\$10.00	Full Fare	\$6.00	\$12.00
Reduced Fare	Not available	Not available	Reduced Fare	\$3.00	\$6.00
Youth	Not available	Not available	Youth	\$3.00	\$6.00
10 Ride Ticket			10 Ride Ticket		
	LOCAL	BREEZ		LOCAL	BREEZ
Full Fare	\$13.50	\$27.00	Not Available		
Reduced Fare	\$6.75	\$13.50			
Youth	Not Available	Not Available			
Transfers	Free	Free			
Monthly Pass			Monthly Fare Cap		
	LOCAL	BREEZ		LOCAL	BREEZ
Full Fare	\$45.00	\$90.00	Full Fare	\$60.00	\$120.00
Reduced Fare	Not Available	Not Available	Reduced Fare	\$30.00	\$60.00
Youth	Not Available	Not Available	Youth	\$30.00	\$60.00

1. New Smart Card and Mobile App fare payment options replace current paper-based passes and tickets.
2. Smart Cards will be widely available at METRO offices and retail outlets.
3. Riders will also be able to load cash into their transit account at these locations, so they can use that value to purchase fares using their smart card or mobile app.
4. Mobile app will be available through Apple and Android app stores.
5. New 90-minute unlimited access pass when paying for single ride with Smart Card or Mobile App.
6. Fare Capping means riders using Smart Card or Mobile App will never pay more than \$6.00/day and \$60.00/month (local).
7. Expansion of reduced fare pricing for seniors, riders with disabilities, and, now, youth.
8. Cash will continue to be accepted on all buses, but physical paper transfers are proposed to be eliminated.

Greater Portland Transit METRO



Benefits of Fare Proposals

- Smart Cards and Mobile App fare payment options will replace paper-based passes and tickets, improving the simplicity and convenience of fare payment and speed up the boarding process.
- Local riders will get a NEW 90 minute unlimited pass (BREEZ riders will get a two-hour pass) instead of a single ride when they pay with a Smart Card or Mobile App. This will allow riders to travel on METRO in any direction, without transfers.
- Introduction of reduced fare monthly option for: Seniors (65+), persons with disabilities and new reduced fare option for youth (ages 6-18).
- Introduction of "Fare Capping" with Smart Card or Mobile App., will improve equity in the cost of using transit.
- Smart cards will be available at retail locations, at the METRO office, and METRO Pulse at Elm Street.
- Riders will also be able to load cash into their transit account at these locations and use that value to purchase fares with their smart card or mobile app.
- **Cash will continue to be accepted on all buses.**



Greater Portland Transit METRO



Estimated yearly costs for a frequent rider who rides 2 times per day, 5 days per week, 50 weeks out of the year:

CURRENT PRICES AND PAYMENT OPTIONS

Fare Category	Fare Pricing	Yearly Cost
Cash (Full Fare)	\$1.50 per boarding	\$ 750
Cash (Reduced Fare)*	\$0.75 per boarding	\$ 375
10 Ride Ticket (Full Fare)	\$13.50 for 10 tickets	\$ 675
10 Ride Ticket (Reduced Fare)*	\$6.75 for 10 tickets	\$ 338
Monthly Pass (Full Fare)	Up front cost of \$45/month	\$ 540
Monthly Pass (Reduced Fare)*	Not available (options are reduced fare cash or 10 Ride ticket).	\$338-\$375

PROPOSED PRICES AND PAYMENT OPTIONS

Fare Category	Fare Pricing	Yearly Cost
Cash (Full Fare)	\$2.00 per boarding	\$ 1,000
Cash (Reduced Fare)*	\$1.00 per boarding	\$ 500
Smart Card/Mobile App (Full Fare)	Cost capped at \$6/day and \$60/month	\$ 720
Smart Card/Mobile App (Reduced Fare)*	Cost capped at \$3/day and \$30/month	\$ 360

* The following groups are eligible for Reduced Fares: Seniors, persons with disabilities, Red, White, & Blue Medicare card holders, and youth ages 6-18.



Greater Portland Transit METRO



Estimated yearly costs for a frequent rider who rides 2 times per day, 5 days per week, 50 weeks out of the year:

CURRENT PRICES AND PAYMENT OPTIONS

Fare Category	Fare Pricing	Yearly Cost
Cash (Full Fare)	\$1.50 per boarding	\$ 750
Cash (Reduced Fare)*	\$0.75 per boarding	\$ 375
10 Ride Ticket (Full Fare)	\$13.50 for 10 tickets	\$ 675
10 Ride Ticket (Reduced Fare)*	\$6.75 for 10 tickets	\$ 338
Monthly Pass (Full Fare)	Up front cost of \$45/month	\$ 540
Monthly Pass (Reduced Fare)*	Not available (options are reduced fare cash or 10 Ride ticket).	\$338-\$375

PROPOSED PRICES AND PAYMENT OPTIONS

Fare Category	Fare Pricing	Yearly Cost
Cash (Full Fare)	\$2.00 per boarding	\$ 1,000
Cash (Reduced Fare)*	\$1.00 per boarding	\$ 500
Smart Card/Mobile App (Full Fare)	Cost capped at \$6/day and \$60/month	\$ 720
Smart Card/Mobile App (Reduced Fare)*	Cost capped at \$3/day and \$30/month	\$ 360

* The following groups are eligible for Reduced Fares: Seniors, persons with disabilities, Red, White, & Blue Medicare card holders, and youth ages 6-18.



Appendix C: Detailed Average Fare Analysis Tables

Table 1. Local Ridership Distribution by Fare Type Assumptions

Local	Fare Type	Allocation of Riders		All Riders	Minority Riders		Non-Minority Riders		Low Income Riders		Non-Low Income Riders	
		Fare Type Boardings	% Shift	Boardings	% of Boardings	Boardings	% of Boardings	Boardings	% of Boardings	Boardings	% of Boardings	Boardings
Full	Cash/Single Ride Ticket without Transfer											
	-> Cash/Single Ride Ticket	419,679	50%	209,840	6%	12,344	94%	197,496	26%	55,221	74%	154,619
	-> Electronic		10%	41,968		2,469		39,499		11,044		30,924
	-> Electronic with Daily Cap		20%	83,936		4,937		78,999		22,088		61,848
	-> Electronic with Monthly Cap		20%	83,935		4,937		78,998		22,088		61,847
	Cash/Single Ride Ticket with Transfer											
	-> Cash/Single Ride Ticket	124,749	20%	24,950	20%	5,110	80%	19,840	37%	9,192	63%	15,758
	-> Electronic		20%	24,950		5,110		19,840		9,192		15,758
	-> Electronic with Daily Cap		20%	24,950		5,110		19,840		9,192		15,758
	-> Electronic with Monthly Cap		40%	49,899		10,220		39,679		18,384		31,515
	10 Ride Ticket without Transfer											
	-> Cash/Single Ride Ticket	179,386	50%	89,693	3%	2,300	97%	87,393	14%	12,121	86%	77,572
	-> Electronic		10%	17,939		460		17,479		2,424		15,515
	-> Electronic with Daily Cap		20%	35,877		920		34,957		4,848		31,029
	-> Electronic with Monthly Cap		20%	35,877		920		34,957		4,848		31,029
	10 Ride Ticket with Transfer											
	-> Cash/Single Ride Ticket	53,322	20%	10,664	11%	1,137	89%	9,527	23%	2,483	77%	8,181
	-> Electronic		20%	10,664		1,137		9,527		2,483		8,181
	-> Electronic with Daily Cap		20%	10,664		1,137		9,527		2,483		8,181
	-> Electronic with Monthly Cap		40%	21,330		2,275		19,055		4,967		16,363
	Day Pass											
	-> Cash/Single Ride Ticket	574	10%	57	11%	6	89%	51	31%	18	69%	39
	-> Electronic		10%	57		6		51		18		39
	-> Electronic with Daily Cap		70%	402		44		358		126		276
	-> Electronic with Monthly Cap		10%	58		6		52		18		40
	Monthly Pass											
	-> Cash/Single Ride Ticket	412,445	2.5%	10,311	9%	967	91%	9,344	33%	3,437	67%	6,874
	-> Electronic		2.5%	10,311		967		9,344		3,437		6,874
	-> Electronic with Daily Cap		10%	41,245		3,867		37,378		13,748		27,497
	-> Electronic with Monthly Cap		85%	350,578		32,867		317,711		116,859		233,719
Reduced	Cash/Single Ride Ticket without Transfer											
	-> Cash/Single Ride Ticket	78,713	50%	39,357	8%	3,149	92%	36,208	56%	22,040	44%	17,317
	-> Electronic		10%	7,871		630		7,241		4,408		3,463
	-> Electronic with Daily Cap		20%	15,743		1,259		14,484		8,816		6,927
	-> Electronic with Monthly Cap		20%	15,742		1,259		14,483		8,816		6,926
	Cash/Single Ride Ticket with Transfer											
	-> Cash/Single Ride Ticket	23,397	20%	4,679	18%	826	82%	3,853	75%	3,524	25%	1,155
	-> Electronic		20%	4,679		826		3,853		3,524		1,155
	-> Electronic with Daily Cap		20%	4,679		826		3,853		3,524		1,155
	-> Electronic with Monthly Cap		40%	9,360		1,652		7,708		7,049		2,311

Local	Fare Type	Allocation of Riders		All Riders	Minority Riders		Non-Minority Riders		Low Income Riders		Non-Low Income Riders	
		Fare Type Boardings	% Shift	Boardings	% of Boardings	Boardings	% of Boardings	Boardings	% of Boardings	Boardings	% of Boardings	Boardings
	10 Ride Ticket without Transfer											
	-> Cash/Single Ride Ticket	62,902	50%	31,451	8%	2,516	92%	28,935	56%	17,613	44%	13,838
	-> Electronic		10%	6,290		503		5,787		2,768		
	-> Electronic with Daily Cap		20%	12,580		1,006		11,574		5,535		
	-> Electronic with Monthly Cap		20%	12,581		1,006		11,575		5,536		
	10 Ride Ticket with Transfer											
	-> Cash/Single Ride Ticket	18,698	20%	3,740	18%	660	82%	3,080	75%	2,817	25%	923
	-> Electronic		20%	3,740		660		3,080		923		
	-> Electronic with Daily Cap		20%	3,740		660		3,080		923		
	-> Electronic with Monthly Cap		40%	7,478		1,320		6,158		1,846		
Youth	Cash without Transfer											
	-> Cash/Single Ride Ticket	38,982	50%	19,491	50%	9,746	50%	9,745	60%	11,695	40%	7,796
	-> Electronic		10%	3,898		1,949		1,949		1,559		
	-> Electronic with Daily Cap		20%	7,796		3,898		3,898		3,118		
	-> Electronic with Monthly Cap		20%	7,797		3,899		3,898		3,119		
	Cash with Transfer											
	-> Cash/Single Ride Ticket	11,588	20%	2,318	50%	1,159	50%	1,159	60%	1,391	40%	927
	-> Electronic		20%	2,318		1,159		1,159		927		
	-> Electronic with Daily Cap		20%	2,318		1,159		1,159		927		
	-> Electronic with Monthly Cap		40%	4,634		2,317		2,317		1,854		
Programs	PPS (Chargeable)	251,877	100%	251,877	15%	37,041	85%	214,836	47%	118,530	53%	133,347
	USM	75,885	100%	75,885		11,160		64,725		40,174		
	SMCC (Local)	29,769	100%	29,769		4,378		25,391		15,760		
	Baxter (Local)	9,078	100%	9,078		1,335		7,743		4,806		
Other	Free Rides	95,194	100%	95,194	13%	12,199	87%	82,995	41%	39,161	59%	56,033

	All Riders	Minority Riders	Non-Minority Riders	Low Income Riders	Non-Low Income Riders
Total	1,886,238	209,410	1,676,828	683,754	1,202,484
% of Boardings		11%	89%	36%	64%

Table 2. Local Average Fare by Fare Type

Local	Fare Type	Existing Fare	Proposed Fare	Usage Rate	Existing Avg Fare	Proposed Avg Fare	Change in Avg Fare	% Change	
Full	Cash/Single Ride Ticket								
	-> Cash/Single Ride Ticket	\$1.50	\$2.26	1.13	\$1.33	\$2.00	\$0.67	51%	
	-> Electronic	\$1.50	\$2.00	1.13		\$1.77	\$0.44	33%	
	-> Electronic with Daily Cap	\$1.50	\$6.00	1.13 -> 3.5		\$1.71	\$0.39	29%	
	-> Electronic with Monthly Cap	\$1.50	\$60.00	1.13 -> 36.98		\$1.62	\$0.29	22%	
	10 Ride Ticket								
	-> Cash/Single Ride Ticket	\$13.50	\$2.26	11.29 -> 1.13	\$1.20	\$2.00	\$0.80	67%	
	-> Electronic	\$13.50	\$2.00	11.29 -> 1.13		\$1.77	\$0.58	48%	
	-> Electronic with Daily Cap	\$13.50	\$6.00	11.29 -> 3.5		\$1.71	\$0.52	43%	
	-> Electronic with Monthly Cap	\$13.50	\$60.00	11.29 -> 36.98		\$1.62	\$0.43	36%	
	Day Pass								
	-> Cash/Single Ride Ticket	\$5.00	\$2.26	3.5 -> 1.13	\$1.43	\$2.00	\$0.57	40%	
	-> Electronic	\$5.00	\$2.00	3.5 -> 1.13		\$1.77	\$0.34	24%	
	-> Electronic with Daily Cap	\$5.00	\$6.00	3.50		\$1.71	\$0.29	20%	
	-> Electronic with Monthly Cap	\$5.00	\$60.00	3.5 -> 36.98		\$1.62	\$0.19	14%	
	Monthly Pass								
-> Cash/Single Ride Ticket	\$45.00	\$2.26	36.98 -> 1.13	\$1.22	\$2.00	\$0.78	64%		
-> Electronic	\$45.00	\$2.00	36.98 -> 1.13		\$1.77	\$0.55	46%		
-> Electronic with Daily Cap	\$45.00	\$6.00	36.98 -> 3.5		\$1.71	\$0.50	41%		
-> Electronic with Monthly Cap	\$45.00	\$60.00	36.98		\$1.62	\$0.41	33%		
Reduced	Cash/Single Ride Ticket								
	-> Cash/Single Ride Ticket	\$0.75	\$1.13	1.13	\$0.66	\$1.00	\$0.34	51%	
	-> Electronic	\$0.75	\$1.00	1.13		\$0.89	\$0.22	33%	
	-> Electronic with Daily Cap	\$0.75	\$3.00	1.13 -> 3.5		\$0.86	\$0.19	29%	
	-> Electronic with Monthly Cap	\$0.75	\$30.00	1.13 -> 36.98		\$0.81	\$0.15	22%	
	10 Ride Ticket								
	-> Cash/Single Ride Ticket	\$6.75	\$1.13	11.29 -> 1.13	\$0.60	\$1.00	\$0.40	67%	
	-> Electronic	\$6.75	\$1.00	11.29 -> 1.13		\$0.89	\$0.29	48%	
	-> Electronic with Daily Cap	\$6.75	\$3.00	11.29 -> 3.5		\$0.86	\$0.26	43%	
	-> Electronic with Monthly Cap	\$6.75	\$30.00	11.29 -> 36.98		\$0.81	\$0.21	36%	
	Youth	Cash/Single Ride Ticket							
		-> Cash/Single Ride Ticket	\$1.00	\$1.13	1.13	\$0.89	\$1.00	\$0.11	13%
-> Electronic		\$1.00	\$1.00	1.13	\$0.89		\$0.00	0%	
-> Electronic with Daily Cap		\$1.00	\$3.00	1.13 -> 3.5	\$0.86		-\$0.03	-3%	
-> Electronic with Monthly Cap	\$1.00	\$30.00	1.13 -> 36.98	\$0.81	-\$0.07		-8%		
Programs	PPS (Chargeable)	\$0.75	\$1.00	1.00	\$0.75	\$1.00	\$0.25	33%	
	USM	\$1.00	\$1.33	1.00	\$1.00	\$1.33	\$0.33	33%	
	SMCC (Local)	\$1.00	\$1.33	1.00	\$1.00	\$1.33	\$0.33	33%	
	Baxter (Local)	\$0.75	\$1.00	1.00	\$0.75	\$1.00	\$0.25	33%	
Other	Free Rides	\$0.00	\$0.00	1.00	\$0.00	\$0.00	\$0.00	0%	

Table 3. Local Average Fare Calculations

Local	Fare Type	All Riders			Minority Riders			Non-Minority Riders			Low Income Riders			Non-Low Income Riders		
		Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue
Full	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	234,790		\$469,580	17,454		\$34,908	217,336		\$434,672	64,413		\$128,826	170,377		\$340,754
	-> Electronic	66,918	\$723,080	\$118,503	7,579	\$66,722	\$13,421	59,339	\$656,358	\$105,081	20,236	\$207,723	\$35,835	46,682	\$515,357	\$82,667
	-> Electronic with Daily Cap	108,886		\$186,662	10,047		\$17,223	98,839		\$169,438	31,280		\$53,623	77,606		\$133,039
	-> Electronic with Monthly Cap	133,834		\$217,122	15,157		\$24,590	118,677		\$192,533	40,472		\$65,659	93,362		\$151,464
10 Ride Ticket	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	100,357	\$278,163	\$200,714	3,437	\$12,295	\$6,874	96,920	\$265,868	\$193,840	14,604	\$43,817	\$29,208	85,753	\$234,346	\$171,506
	-> Electronic	28,603		\$50,652	1,597		\$2,828	27,006		\$47,824	4,907		\$8,690	23,696		\$41,962
	-> Electronic with Daily Cap	46,541		\$79,785	2,057		\$3,526	44,484		\$76,258	7,331		\$12,567	39,210		\$67,217
	-> Electronic with Monthly Cap	57,207		\$92,808	3,195		\$5,183	54,012		\$87,625	9,815		\$15,923	47,392		\$76,885
Day Pass	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	57	\$820	\$114	6	\$89	\$12	51	\$731	\$102	18	\$257	\$36	39	\$563	\$78
	-> Electronic	57		\$101	6		\$11	51		\$90	18		\$32	39		\$69
	-> Electronic with Daily Cap	402		\$689	44		\$75	358		\$614	126		\$216	276		\$473
	-> Electronic with Monthly Cap	58		\$94	6		\$10	52		\$84	18		\$29	40		\$65
Monthly Pass	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	10,311	\$501,840	\$20,622	967	\$47,049	\$1,934	9,344	\$454,791	\$18,688	3,437	\$167,279	\$6,874	6,874	\$334,561	\$13,748
	-> Electronic	10,311		\$18,259	967		\$1,712	9,344		\$16,547	3,437		\$6,086	6,874		\$12,173
	-> Electronic with Daily Cap	41,245		\$70,706	3,867		\$6,629	37,378		\$64,077	13,748		\$23,568	27,497		\$47,138
	-> Electronic with Monthly Cap	350,578		\$568,752	32,867		\$53,321	317,711		\$515,431	116,859		\$189,583	233,719		\$379,168
Reduced	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	44,036	\$67,808	\$44,036	3,975	\$6,924	\$3,975	40,061	\$60,884	\$40,061	25,564	\$40,974	\$25,564	18,472	\$26,835	\$18,472
	-> Electronic	12,550		\$11,112	1,456		\$1,289	11,094		\$9,823	7,932		\$7,023	4,618		\$4,089
	-> Electronic with Daily Cap	20,422		\$17,505	2,085		\$1,787	18,337		\$15,717	12,340		\$10,577	8,082		\$6,927
	-> Electronic with Monthly Cap	25,102		\$20,362	2,911		\$2,361	22,191		\$18,001	15,865		\$12,869	9,237		\$7,493
10 Ride Ticket	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	35,191	\$48,770	\$35,191	3,176	\$4,979	\$3,176	32,015	\$43,790	\$32,015	20,430	\$29,470	\$20,430	14,761	\$19,300	\$14,761
	-> Electronic	10,030		\$8,881	1,163		\$1,030	8,867		\$7,851	6,339		\$5,613	3,691		\$3,268
	-> Electronic with Daily Cap	16,320		\$13,989	1,666		\$1,428	14,654		\$12,561	9,862		\$8,453	6,458		\$5,535
	-> Electronic with Monthly Cap	20,059		\$16,271	2,326		\$1,887	17,733		\$14,384	12,677		\$10,283	7,382		\$5,988
Youth	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	21,809	\$44,776	\$21,809	10,905	\$22,389	\$10,905	10,904	\$22,387	\$10,904	13,086	\$26,867	\$13,086	8,723	\$17,910	\$8,723
	-> Electronic	6,216		\$5,504	3,108		\$2,752	3,108		\$2,752	3,730		\$3,303	2,486		\$2,201
	-> Electronic with Daily Cap	10,114		\$8,669	5,057		\$4,335	5,057		\$4,335	6,069		\$5,202	4,045		\$3,467
	-> Electronic with Monthly Cap	12,431		\$10,084	6,216		\$5,042	6,215		\$5,041	7,458		\$6,050	4,973		\$4,034
Programs	PPS (Chargeable)	251,877	\$188,908	\$251,877	37,041	\$27,781	\$37,041	214,836	\$161,127	\$214,836	118,530	\$88,898	\$118,530	133,347	\$100,010	\$133,347
	USM	75,885	\$75,885	\$100,927	11,160	\$11,160	\$14,843	64,725	\$64,725	\$86,084	35,711	\$35,711	\$47,496	40,174	\$40,174	\$53,431
	SMCC (Local)	29,769	\$29,769	\$39,593	4,378	\$4,378	\$5,823	25,391	\$25,391	\$33,770	14,009	\$14,009	\$18,632	15,760	\$15,760	\$20,961
	Baxter (Local)	9,078	\$6,809	\$9,078	1,335	\$1,001	\$1,335	7,743	\$5,807	\$7,743	4,272	\$3,204	\$4,272	4,806	\$3,605	\$4,806
	Other	Free Rides	95,194	\$0	\$0	12,199	\$0	\$0	82,995	\$0	\$0	39,161	\$0	\$0	56,033	\$0

	All Riders			Minority Riders			Non-Minority Riders			Low Income Riders			Non-Low Income Riders		
Sum	1,886,238	\$1,966,628	\$2,710,049	209,410	\$204,767	\$271,267	1,676,828	\$1,761,860	\$2,438,782	683,754	\$658,209	\$894,138	1,202,484	\$1,308,419	\$1,815,911
Avg Fare		\$1.04	\$1.44		\$0.98	\$1.30		\$1.05	\$1.45		\$0.96	\$1.31		\$1.09	\$1.51
% Change in Avg Fare			37.8%			32.5%			38.4%			35.8%			38.8%

Table 4. Breez Ridership Distribution by Fare Type Assumptions

Breez	Fare Type	Allocation of Riders		All Riders	Minority Riders		Non-Minority Riders		Low Income Riders		Non-Low Income Riders		
		Fare Type Boardings	% Shift	Boardings	% of Boardings	Boardings	% of Boardings	Boardings	% of Boardings	Boardings	% of Boardings	Boardings	
Full	Cash/Single Ride Ticket without Transfer												
	-> Cash/Single Ride Ticket	20,657	50%	10,329	6%	608	94%	9,721	26%	2,718	74%	7,611	
	-> Electronic		10%	2,066		122		1,944		544		1,522	
	-> Electronic with Daily Cap		20%	4,131		243		3,888		1,087		3,044	
	-> Electronic with Monthly Cap		20%	4,131		243		3,888		1,087		3,044	
	Cash/Single Ride Ticket with Transfer												
	-> Cash/Single Ride Ticket	540	20%	108	20%	22	80%	86	37%	40	63%	68	
	-> Electronic		20%	108		22		86		40		68	
	-> Electronic with Daily Cap		20%	108		22		86		40		68	
	-> Electronic with Monthly Cap		40%	216		44		172		80		136	
	10 Ride Ticket without Transfer												
	-> Cash/Single Ride Ticket	11,030	50%	5,515	3%	141	97%	5,374	14%	745	86%	4,770	
	-> Electronic		10%	1,103		28		1,075		149		954	
	-> Electronic with Daily Cap		20%	2,206		57		2,149		298		1,908	
	-> Electronic with Monthly Cap		20%	2,206		57		2,149		298		1,908	
	10 Ride Ticket with Transfer												
	-> Cash/Single Ride Ticket	289	20%	58	11%	6	89%	52	23%	14	77%	44	
	-> Electronic		20%	58		6		52		14		44	
	-> Electronic with Daily Cap		20%	58		6		52		14		44	
	-> Electronic with Monthly Cap		40%	115		12		103		27		88	
Day Pass													
-> Cash/Single Ride Ticket	n/a	10%	n/a	11%	n/a	89%	n/a	31%	n/a	69%	n/a		
-> Electronic		10%	n/a		n/a		n/a		n/a		n/a		
-> Electronic with Daily Cap		70%	n/a		n/a		n/a		n/a		n/a		
-> Electronic with Monthly Cap		10%	n/a		n/a		n/a		n/a		n/a		
Monthly Pass													
-> Cash/Single Ride Ticket	6,137	2.5%	153	9%	14	91%	139	33%	51	67%	102		
-> Electronic		2.5%	153		14		139		51		102		
-> Electronic with Daily Cap		10%	614		58		556		205		409		
-> Electronic with Monthly Cap		85%	5,217		489		4,728		1,739		3,478		
Reduced	Cash/Single Ride Ticket without Transfer												
	-> Cash/Single Ride Ticket	2,718	50%	1,359	8%	109	92%	1,250	56%	761	44%	598	
	-> Electronic		10%	272		22		250		152		120	
	-> Electronic with Daily Cap		20%	544		44		500		305		239	
	-> Electronic with Monthly Cap		20%	543		43		500		304		239	
	Cash/Single Ride Ticket with Transfer												
	-> Cash/Single Ride Ticket	72	20%	14	18%	2	82%	12	75%	11	25%	3	
	-> Electronic		20%	14		2		12		11		3	
	-> Electronic with Daily Cap		20%	14		2		12		11		3	
	-> Electronic with Monthly Cap		40%	30		5		25		23		7	

Breez	Fare Type	Allocation of Riders		All Riders	Minority Riders		Non-Minority Riders		Low Income Riders		Non-Low Income Riders	
		Fare Type Boardings	% Shift	Boardings	% of Boardings	Boardings	% of Boardings	Boardings	% of Boardings	Boardings	% of Boardings	Boardings
	10 Ride Ticket without Transfer											
	-> Cash/Single Ride Ticket	3,890	50%	1,945	8%	156	92%	1,789	56%	1,089	44%	856
	-> Electronic		10%	389		31		358		218		171
	-> Electronic with Daily Cap		20%	778		62		716		436		342
	-> Electronic with Monthly Cap		20%	778		62		716		436		342
	10 Ride Ticket with Transfer											
	-> Cash/Single Ride Ticket	102	20%	20	18%	4	82%	16	75%	15	25%	5
	-> Electronic		20%	20		4		16		15		5
	-> Electronic with Daily Cap		20%	20		4		16		15		5
	-> Electronic with Monthly Cap		40%	42		7		35		32		10
Youth	Cash without Transfer											
	-> Cash/Single Ride Ticket	1,776	50%	888	50%	444	50%	444	60%	533	40%	355
	-> Electronic		10%	178		89		89		107		71
	-> Electronic with Daily Cap		20%	355		178		177		213		142
	-> Electronic with Monthly Cap		20%	355		178		177		213		142
	Cash with Transfer											
	-> Cash/Single Ride Ticket	47	20%	9	50%	5	50%	4	60%	5	40%	4
	-> Electronic		20%	9		5		4		5		4
	-> Electronic with Daily Cap		20%	9		5		4		5		4
	-> Electronic with Monthly Cap		40%	20		10		10		12		8
Programs	PPS (Chargeable)	624	100%	624	15%	92	85%	532	47%	294	53%	330
	USM	2,403	100%	2,403		353		2,050		1,131		1,272
	SMCC (Local)	1,740	100%	1,740		256		1,484		819		921
	Baxter (Local)	4,803	100%	4,803		706		4,097		2,260		2,543
Other	Free Rides	4,049	100%	4,049	13%	519	87%	3,530	41%	1,666	59%	2,383

	All Riders	Minority Riders	Non-Minority Riders	Low Income Riders	Non-Low Income Riders
Total	60,877	5,613	55,264	20,338	40,539
% of Boardings		9%	91%	33%	67%

Table 5. Breez Average Fare by Fare Type

Breez	Fare Type	Existing Fare	Proposed Fare	Usage Rate	Existing Avg Fare	Proposed Avg Fare	Change in Avg Fare	% Change	
Full	Cash/Single Ride Ticket								
	-> Cash/Single Ride Ticket	\$3.00	\$4.05	1.01	\$2.96	\$4.00	\$1.04	35%	
	-> Electronic	\$3.00	\$4.00	1.01		\$3.95	\$0.99	33%	
	-> Electronic with Daily Cap	\$3.00	\$12.00	1.01 -> 3.5		\$3.43	\$0.47	16%	
	-> Electronic with Monthly Cap	\$3.00	\$120.00	1.01 -> 36.98		\$3.24	\$0.28	10%	
	10 Ride Ticket								
	-> Cash/Single Ride Ticket	\$27.00	\$4.05	10.13 -> 1.01	\$2.67	\$4.00	\$1.33	50%	
	-> Electronic	\$27.00	\$4.00	10.13 -> 1.01		\$3.95	\$1.28	48%	
	-> Electronic with Daily Cap	\$27.00	\$12.00	10.13 -> 3.5		\$3.43	\$0.76	29%	
	-> Electronic with Monthly Cap	\$27.00	\$120.00	10.13 -> 36.98		\$3.24	\$0.58	22%	
	Day Pass								
	-> Cash/Single Ride Ticket	\$10.00	\$4.05	3.5 -> 1.01	\$2.86	\$4.00	\$1.14	40%	
	-> Electronic	\$10.00	\$4.00	3.5 -> 1.01		\$3.95	\$1.09	38%	
	-> Electronic with Daily Cap	\$10.00	\$12.00	3.50		\$3.43	\$0.57	20%	
	-> Electronic with Monthly Cap	\$10.00	\$120.00	3.5 -> 36.98		\$3.24	\$0.39	14%	
	Monthly Pass								
-> Cash/Single Ride Ticket	\$90.00	\$4.05	36.98 -> 1.01	\$2.43	\$4.00	\$1.57	64%		
-> Electronic	\$90.00	\$4.00	36.98 -> 1.01		\$3.95	\$1.52	62%		
-> Electronic with Daily Cap	\$90.00	\$12.00	36.98 -> 3.5		\$3.43	\$1.00	41%		
-> Electronic with Monthly Cap	\$90.00	\$120.00	36.98		\$3.24	\$0.81	33%		
Reduced	Cash/Single Ride Ticket								
	-> Cash/Single Ride Ticket	\$1.50	\$2.03	1.01	\$1.48	\$2.00	\$0.52	35%	
	-> Electronic	\$1.50	\$2.00	1.01		\$1.97	\$0.49	33%	
	-> Electronic with Daily Cap	\$1.50	\$6.00	1.01 -> 3.5		\$1.71	\$0.23	16%	
	-> Electronic with Monthly Cap	\$1.50	\$60.00	1.01 -> 36.98		\$1.62	\$0.14	10%	
	10 Ride Ticket								
	-> Cash/Single Ride Ticket	\$13.50	\$2.03	10.13 -> 1.01	\$1.33	\$2.00	\$0.67	50%	
	-> Electronic	\$13.50	\$2.00	10.13 -> 1.01		\$1.97	\$0.64	48%	
	-> Electronic with Daily Cap	\$13.50	\$6.00	10.13 -> 3.5		\$1.71	\$0.38	29%	
	-> Electronic with Monthly Cap	\$13.50	\$60.00	10.13 -> 36.98		\$1.62	\$0.29	22%	
	Youth	Cash/Single Ride Ticket							
		-> Cash/Single Ride Ticket	\$2.00	\$2.03	1.01	\$1.97	\$2.00	\$0.03	1%
-> Electronic		\$2.00	\$2.00	1.01	\$1.97		\$0.00	0%	
-> Electronic with Daily Cap		\$2.00	\$6.00	1.01 -> 3.5	\$1.71		-\$0.26	-13%	
-> Electronic with Monthly Cap	\$2.00	\$60.00	1.01 -> 36.98	\$1.62	-\$0.35		-18%		
Programs	PPS (Chargeable)	\$1.50	\$2.00	1.00	\$1.50	\$2.00	\$0.50	33%	
	USM	\$2.00	\$2.67	1.00	\$2.00	\$2.67	\$0.67	34%	
	SMCC (Local)	\$2.00	\$2.67	1.00	\$2.00	\$2.67	\$0.67	34%	
	Baxter (Local)	\$1.50	\$2.00	1.00	\$1.50	\$2.00	\$0.50	33%	
Other	Free Rides	\$0.00	\$0.00	1.00	\$0.00	\$0.00	\$0.00	0%	

Table 6. Breez Average Fare Calculations

Breez	Fare Type	All Riders			Minority Riders			Non-Minority Riders			Low Income Riders			Non-Low Income Riders		
		Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue	Boardings	Existing Revenue	Proposed Revenue
Full	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	10,437	\$62,779	\$41,748	630	\$3,927	\$2,520	9,807	\$58,852	\$39,228	2,758	\$16,692	\$11,032	7,679	\$46,087	\$30,716
	-> Electronic	2,174		\$8,585	144		\$569	2,030		\$8,016	584		\$2,306	1,590		\$6,279
	-> Electronic with Daily Cap	4,239		\$14,534	265		\$909	3,974		\$13,625	1,127		\$3,864	3,112		\$10,670
-> Electronic with Monthly Cap	4,347	\$14,104		287	\$931		4,060	\$13,173		1,167	\$3,787		3,180	\$10,318		
10 Ride Ticket	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	5,573	\$30,171	\$22,292	147	\$834	\$588	5,426	\$29,337	\$21,704	759	\$4,156	\$3,036	4,814	\$26,016	\$19,256
	-> Electronic	1,161		\$4,585	34		\$134	1,127		\$4,450	163		\$644	998		\$3,941
	-> Electronic with Daily Cap	2,264		\$7,762	63		\$216	2,201		\$7,546	312		\$1,070	1,952		\$6,693
-> Electronic with Monthly Cap	2,321	\$7,531		69	\$224		2,252	\$7,307		325	\$1,055		1,996	\$6,476		
Day Pass	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0
	-> Electronic	0		\$0	0		\$0	0		\$0	0		\$0	0		\$0
	-> Electronic with Daily Cap	0		\$0	0		\$0	0		\$0	0		\$0	0		\$0
-> Electronic with Monthly Cap	0	\$0		0	\$0		0	\$0		0	\$0		0	\$0		
Monthly Pass	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	153	\$14,934	\$612	14	\$1,399	\$56	139	\$13,535	\$556	51	\$4,979	\$204	102	\$9,955	\$408
	-> Electronic	153		\$604	14		\$55	139		\$549	51		\$201	102		\$403
	-> Electronic with Daily Cap	614		\$2,105	58		\$199	556		\$1,906	205		\$703	409		\$1,402
-> Electronic with Monthly Cap	5,217	\$16,927		489	\$1,587		4,728	\$15,341		1,739	\$5,642		3,478	\$11,285		
Reduced	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	1,373	\$4,132	\$2,746	111	\$339	\$222	1,262	\$3,792	\$2,524	772	\$2,337	\$1,544	601	\$1,795	\$1,202
	-> Electronic	286		\$565	24		\$47	262		\$517	163		\$322	123		\$243
	-> Electronic with Daily Cap	558		\$957	46		\$79	512		\$878	316		\$542	242		\$415
-> Electronic with Monthly Cap	573	\$930		48	\$78		525	\$852		327	\$531		246	\$399		
10 Ride Ticket	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	1,965	\$5,320	\$3,930	160	\$440	\$320	1,805	\$4,881	\$3,610	1,104	\$3,007	\$2,208	861	\$2,314	\$1,722
	-> Electronic	409		\$808	35		\$69	374		\$738	233		\$460	176		\$348
	-> Electronic with Daily Cap	798		\$1,368	66		\$113	732		\$1,255	451		\$773	347		\$595
-> Electronic with Monthly Cap	820	\$1,330		69	\$112		751	\$1,218		468	\$759		352	\$571		
Youth	Cash/Single Ride Ticket															
	-> Cash/Single Ride Ticket	897	\$3,599	\$1,794	449	\$1,805	\$898	448	\$1,795	\$896	538	\$2,158	\$1,076	359	\$1,441	\$718
	-> Electronic	187		\$369	94		\$186	93		\$184	112		\$221	75		\$148
	-> Electronic with Daily Cap	364		\$624	183		\$314	181		\$310	218		\$374	146		\$250
-> Electronic with Monthly Cap	375	\$608		188	\$305		187	\$303		225	\$365		150	\$243		
Programs	PPS (Chargeable)	624	\$936	\$1,248	92	\$138	\$184	532	\$798	\$1,064	294	\$441	\$588	330	\$495	\$660
	USM	2,403	\$4,806	\$6,416	353	\$706	\$943	2,050	\$4,100	\$5,474	1,131	\$2,262	\$3,020	1,272	\$2,544	\$3,396
	SMCC (Local)	1,740	\$3,480	\$4,646	256	\$512	\$684	1,484	\$2,968	\$3,962	819	\$1,638	\$2,187	921	\$1,842	\$2,459
	Baxter (Local)	4,803	\$7,205	\$9,606	706	\$1,059	\$1,412	4,097	\$6,146	\$8,194	2,260	\$3,390	\$4,520	2,543	\$3,815	\$5,086
Other	Free Rides	4,049	\$0	\$0	519	\$0	\$0	3,530	\$0	\$0	1,666	\$0	\$0	2,383	\$0	\$0

	All Riders			Minority Riders			Non-Minority Riders			Low Income Riders			Non-Low Income Riders		
Sum	60,877	\$137,362	\$179,334	5,613	\$11,159	\$13,952	55,264	\$126,203	\$165,382	20,338	\$41,059	\$53,032	40,539	\$96,303	\$126,302
Avg Fare		\$2.26	\$2.95		\$1.99	\$2.49		\$2.28	\$2.99		\$2.02	\$2.61		\$2.38	\$3.12
% Change in Avg Fare			30.6%			25.0%			31.0%		29.2%				31.1%



Public Participation Process Summary

Proposed Fare Pricing Changes,
Introduction of Automated Fare Payment Options

Denise Beck,
Marketing and Community Relations Manager

May 23, 2019



Public Participation Plan:

Summary of Fare Proposal Process, Public Comment

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Fare Proposal:

Background:

- Greater Portland METRO has not increased fares since 2010.
- METRO's fare policy and technology goals:
 - Grow Ridership
 - Improve simplicity and convenience of fare payment
 - Reduce use of cash; speed up passenger boarding process
 - Improve equity in passenger's cost of using transit
 - Balance the cost of service between taxpayers and riders

Proposed Fare Changes:

On February 28, 2019 the METRO Board of Directors voted to approve the following METRO proposals:

- New payment options to pay fares using either a smart card or mobile app.
- Fare increase
 - base local fare from \$1.50 to \$2.00
 - base express fare from \$3 to \$4
 - reduced local fare from \$.75 to \$1.00
 - reduced express fare from \$1.50 to \$2.00
- Introduction of reduced fare options for seniors, people with disabilities, and NEW youth option (ages 6-18);
- "Fare Cap" pricing, a "pay as you go" approach that improves affordability and equity, allowing riders equal access to discounts.
- New pass, allowing unlimited trips for 90 minutes.
- Smart cards will be available at retail outlets where cash can be added to the card or linked to a bank account.
- Cash still accepted as a fare payment option.



Public Participation Plan – Policy and Procedures

Policy Summary

METRO has established a **Policy and Procedures for Soliciting and Considering Public Comment on Fare Increases and Major Service Reduction.**

This policy defines thresholds for major service reductions/fare changes and outlines a process for soliciting, receiving, and considering public comment to ensure that Greater Portland METRO implements a broad, inclusive, equitable and accessible decision-making process.

The public participation plan is implemented when changes to service or fares meet or exceed specific thresholds. The fare pricing proposal and introduction of automated fare options meets the criteria defined in this policy.

Public Meetings

The public had multiple ways to get information and provide feedback about the proposed fare pricing changes and automated fare payment options.

GREATER PORTLAND metro

PUBLIC MEETINGS

Join Us to Discuss METRO's Proposed Fare Pricing Changes, including NEW automatic fare payment options.
We Want Your Feedback!

Stop by these open forum meetings, held in communities along METRO's public transit system. Drop in at your convenience.

Tuesday, March 12 | 3-7 p.m. Saturday, March 16 | 10:30 a.m. - NOON - **Portland Public Library (Rines Auditorium)**
Thursday, March 14 | 5-7 p.m. - **Brunswick Town Hall (Room 206), 85 Union St.**
Monday, March 18 | 3:30 - 7:30 p.m. - **Westbrook Community Center (Spruce Room), 426 Bridge St.**
Tuesday, March 19 | 5-7 p.m. - **Yarmouth Town Hall (Community Room) 200 Main St.**
Wednesday, March 20 | 5 - 7 p.m. - **Lunt Auditorium, 74 Lunt Rd., Falmouth**
Monday, March 25 | 5 - 7 p.m. - **Freeport Town Hall (Chambers), 30 Main St.**
Tuesday, March 26 | 5 - 7:30 p.m. - **Gorham Municipal Center (Conf. Room A), 75 South St.**

For more information and survey: gpmetro.org | 207-774-0351 | info@gpmetro.org

Greater Portland METRO held eight public meetings, from March 12 – March 26, 2019 in communities throughout its service area, and one public hearing on April 10, 2019 at East End School, as in conjunction with METRO's Ridership Committee Meeting.

Public meetings were held in central locations at varying times including afternoon, evening and Saturday morning.

The public has additional opportunities to contact METRO staff about the fare pricing proposals through email (info@gpmetro.org), telephone (207-774-0351) and regular mail at the METRO office, 114 Valley Street in Portland. An online survey was distributed to the public to provide feedback on the fare proposals and add additional comments.

Survey open date: March 12, 2019 – April 30, 2019.



Public Notices and Communication Procedures

- Legal Notices:
 - Press Herald, published 2/17/19, 20 days prior to public meetings held between March 12 – March 26, 2019.
 - Maine Sunday Telegram, published March 19, 20 days prior to April 10, 2019 public hearing.
- Print ads, communicating dates of public meetings, published in all editions of The Forecaster – covering the communities of Brunswick Falmouth, Freeport, Portland, South Portland, Westbrook, and Yarmouth.
- Print ad published in March edition of Amjabmo, Maine’s free newspaper for and about New Mainers from Africa.
- ‘Rider alerts’ and signage posted inside all buses -- from mid-February through the end of March -- and at the METRO Pulse on Elm Street wit information on all public meetings and public hearing.
- E-mail blast sent to 100+ stakeholders with info on meeting, fare policy proposals, website and survey links. Notification of all meetings posted on METRO’s website; alerts sent to subscribers.
- Press release sent to media outlets and stakeholders, listing background information on fare pricing proposals and dates and locations of meetings. Location, date, time information posted on social media (facebook) prior to meetings.



MEDIA Coverage

- Maine BIZ – March 6, 2019:
--www.mainebiz.biz/article/greater-portland-metro-proposes-changes-to-fares-payment-structure
- WMTW – March 12, 2019
--www.wmtw.com/article/public-hearings-begin-to-discuss-raising-price-for-portland-metro/26801773
- The Forecaster – March 20, 2019 (all editions)
--<http://www.theforecaster.net/greater-portland-metro-proposes-fare-payment-changes/>
- WGME TV – March 12, 2019:
--wgme.com/news/local/greater-portland-metro-exploring-new-fare-prices
- Portland Press Herald – May 16, 2019
--www.pressherald.com/2019/05/16/portland-metro-to-raise-fares-add-electronic-tickets/



PUBLIC MEETINGS – Summaries:

Portland Public Library (Rines Auditorium)

Tuesday, March 12 | 3-7 p.m.

Number of Attendees – 34

WGME - Live report, interview w/ METRO GM Greg Jordan and a METRO rider.

Saturday, March 16 | 10:30 a.m. – NOON

Number of Attendees – 38; included members of Portland’s Disabilities Committee

Brunswick Town Hall (Room 206), 85 Union St. / Thursday, March 14 | 5-7 p.m.

Number of Attendees – 10, included Town Councilor

Westbrook Community Center, 226 Bridge St./ Monday, March 18 | 3:30 -7:30 p.m.

Number of Attendees – 5 (five); included City Councilor/METRO Board member Michael Foley, representative from Maine Career Center, office of visually impaired.



Yarmouth Town Hall (Community Room) 200 Main St. Tuesday, March 19 | 5-7 p.m.

Number of Attendees – 9 (nine); including Town Manager Nat Tupper

Falmouth - Lunt Auditorium, 74 Lunt Rd., Wednesday, March 20 | 5 - 7 p.m. Number of Attendees – 2 (two)

Freeport Town Hall (Chambers), 30 Main St. / Monday, March 25 | 5 - 7 p.m.

Number of Attendees – 2 (two); included Town Planner Donna Larson

Gorham Municipal Center (Conf. Room A), 75 South St. Tuesday, March 26 | 5 - 7:30 p.m.

Number of Attendees – 5 (five); including Town Councilors - Ron Shephard , Virginia Wilder Cross





PUBLIC HEARING – METRO Ridership Committee Meeting

Portland - East End School, 195 North Street/ Wednesday, April 10, 2019 | 5:45 – 7PM

- Number of Attendees:
METRO Staff/Board: 7, including Ridership Committee and METRO Board President
Members of the Public: 18

- METRO GM Greg Jordan presented a PowerPoint of the proposed fare changes and payment options. Highlights included:
 - Fare pricing peer agency review
 - Timeline of METRO improvements
 - Objectives and reasons for proposals
 - Explanation of technology and benefits

Listing of Public Comments/Questions, related to fare change proposals (edited):

(East End School Public Hearing, April 10, 2019)

- The 90-min. cap may not be long enough for people in wheelchairs mobility-restricted.
- A fare increase is overdue.
- Will there be an unlimited multi-day pass listed for visitors.
- Concerned about people who can't afford bus fare. Likes changes otherwise.
- Greg Jordan has transformed the system.
- Is the price of a 10-ride ticket going up when the fare increases, but before smart cards and fare capping go into effect?
- What happens to 10-ride tickets purchased before the fare increase?
- Would like clarification about 10-ride tickets expiring at the end of December and smart cards not going into effect until January 2020.
- Will monthly passes be cut at the beginning of 2020?
- Will smart cards work in South Portland?
- If South Portland is not "on board," what will happen?
- How will groups like Logisticare, who currently sends passes to people who qualify, be able to get into this? They depend on the US Mail, so will there be a delay?
- How do you check the balance left on your smart card?

NOTE: All questions asked at the meeting, and noted above were answered.



Public Meetings/Hearing – Participation Summary

- Eight Public Meetings, held in from March 12 – March 26, in Portland, Falmouth, Freeport, Gorham, Yarmouth, Brunswick and Freeport.

Total Attendees: 103

- Ridership Committee / Public Hearing @ East End School on April 10.

Total Number of Attendees - 18

Receiving Public Comments – PUBLIC INPUT

Summary/Sample of Emails, Letters, and Phone Calls

- **Emails (edited for space – complete comments on file)**
 - “Paper tickets should be grandfathered into the new system to not lose investment. Should not make unwanted changes to fares – will discourage ridership. Some will choose to walk in unsafe areas to save money.”-- Jenna S.
 - Not happy (METRO) won’t be accepting tickets from South Portland. How will this work with Logisticare? General Assistance? -- Daniel K
 - Will the option to purchase a monthly pass still be available under the new fare proposal? If so how much for monthly Metro and Breeze pass? – Julie K.
 - How do you activate a card? – Chris Dyer, 3/29/19
 - Southworth regularly buys 10 pass tickets for our employees. I heard a rumor that you may be getting rid of those passes in the future. Do you have any information on that? Should I refrain from buying more?
- **Letter (edited for space – full letter on file)**
 - “Proposals are so-so. Going cashless will not make things easier; digital is risky. TenRide tickets and transfers are great. Keep cash. Keep bus travel simple.” – edited from two-page letter from Sally R.



- **Phone Calls/METRO Pulse questions to Customer Service**

- **Staff:**

- The fare increase that is being proposed has been positive for the most part
- Actually, I would say ninety percent agree it was time for the fare increase.
- One question that was asked “is there a minimum load amount on a smart card? What if I lose my smart card, can I get another one at no cost?”
- Most passengers want to know when this will actually be put in place?
- Will tickets that are not stamped with expiration be good after 12/31/2019?
- Will we be able to check the balance of the start card without a smartphone;
- Can we check the balance at the Pulse?
- Why can't we have tickets and smart cards?
- Can people get transfers paying cash on the bus?
- Where can we get the smart cards?
- With reduce fare riders will the smart card have their photo so they don't have to carry all identification?
- How will we use the smart cards on the bus?
- Can we reload cards on the bus?
- How do we know the smart cards that link to an account won't be hacked?
- Why do I need a reduce fare card to get the discount?
- How are we going to transfer to other transits without transfers?
- Why do we need to increase fare?
- Many people are concerned about one-ride tickets; they buy to just give to people in need and they don't want to load one rides on 30 smart cards. So, is there going to be an easier way to do this?
- Will reduced fare riders be able to reload cards at other places?
- Most reduce fare customers do not want to link to account or don't have that option.
- Reduce fare riders would just like to have their photo on their smart card without having to carry any other forms of ID.
- Most questions are about reduced fare.
- Customers disappointed to not have the option of buying single rides.
These costumers buy single fares and give to others in need as they go about their day. They are concerned that they will not be able to do this anymore once the new system is active.



- **Facebook Responses – (edited for length)**

Sailor T. This would be an excellent step in making Portland even LESS accessible to and for the people that work there or have to bus in from nearby towns.

Lindsey Mae Does anyone know if this is for south Portland busses to?

Darryl D. Wow really metro \$2 to ride the bus one way? I have been taking the bus for over 20 years now and it looks like I will be walking for that price change.

Lindsey Mae Just keep the monthly buss passes and 10 hole bunches. Some people can't afford to have 2\$ each ride for a full week

Nick K. Yeah i wish all the coffee shops sold them im gonna give them that feedback tomorrow. We can have digital payments and keep the paper. If you want to increase ridership you need to lower fares not increase them.

Lindsey Mae i don't like the payment app idea. I heard they are thinking of doing 2\$

James Melanson If they raise the fare, they'll probably raise the monthly pass too. It's ridiculous.

- **Survey Comments (edited for space – add additional comments)**

- Can you maintain cash/non-electronic transfers in case people forget passes?
- Is there a way to work with subsidizing agencies/partner to directly apply discounts/income-based tiered fares?
- Ridership may fall if people are no longer able to afford fares. Does Metro consider this to be a serious issue and, if so, are resources available/publicized to address this?
- Will the results of the survey questions raised be made public?
- Is South Portland bus service and other transits doing the same changes ? If not how can we transfer?



Consideration of Public Comments – PUBLIC INPUT

Survey Responses and Analysis

- Survey Date: March 12 – April 30, 2019
- 165 surveys received (no all respondents answered all questions)
- Of those surveys, 63 respondents said they did not attend a meeting or read background information about the proposals before taking the survey.

Survey Results:

1. Which of the following services do you currently use?

Metro local bus service (includes Route 1, 2, 3, 4, 5, 7, 8, 9, Husky Line)	98.17% ---161
Metro express bus service (Metro Breez)	17.07% --- 28
South Portland Bus Service	43.90% --- 72
Shuttlebus-Zoom	4.27% --- 7
Regional Transportation Program (Lakes' Region Explorer)	4.88% -- 8
Total Respondents: 164	

2. Do you usually need to transfer between Metro buses to complete your trip?

YES - 46.01% - 75 NO – 53.99% - 88 Total Respondents: 163
--

3. Do you usually need to transfer between Metro and one or more of the following transit services? (check all that apply)

South Portland Bus Service	38.22% -- 60
Shuttlebus-Zoom	5.10% -- 8
Regional Transportation Program (Lakes' Region Explorer)	5.73% -- 9
I don't transfer between Metro and other bus service.	61.78% -- 97
Total Respondents: 157	



4. In a typical week, how many days do you ride Metro

1 day per week	5.59% -- 9
2-3 days per week	24.22% -- 39
4-5 days per week	29.81% -- 48
6-7 days per week	23.60% -- 38
A few times per month	8.70% -- 14
About once per month	2.48% -- 4
A few times per year	5.59% -- 9
TOTAL	161

5. How do you usually pay your fare?

Cash when boarding the bus	19.88% -- 32
Single ride ticket	3.11% -- 5
Day pass	0.62% -- 1
10 ride ticket	48.45% -- 78
Monthly pass	23.60% -- 38
Student ID	3.73% -- 6
Employee ID	0.62% -- 1
TOTAL	161

6. If you are eligible for reduced fare, please select the applicable discount category below.

Seniors ages 65 and older	43.48% -- 30
Medicare recipient	20.29% -- 14
Persons with disabilities	24.64% -- 17
Youth ages 6-18	11.59% -- 8
TOTAL RESPONDENTS - 69	



7. Do you have a smart phone or tablet with internet access?

YES -- 76.10% -- 121 | NO -- 23.90% -- 38 | TOTAL 159

8. Do you currently use any of the following? (mark all that apply)

Checking Account	67.48% -- 110
Credit Card	43.56% -- 71
Debit Card	66.26% -- 108
Pre-paid Debit Card	6.13% -- 10
Mobile payment (e.g., Apple or Android Pay)	14.11% -- 23
None of the above	17.79% -- 29
Total Respondents: 163	

9. Have you either attended one of Metro's public meetings/open houses OR reviewed information on the proposed fare changes?

I attended one of the public meetings/open houses	19.14% --- 31
I have reviewed information on the proposed fare changes	41.98% --- 68
I have NEITHER attended a meeting NOR reviewed any information	38.89% --- 63
TOTAL -- 162	

10. Metro's proposed fare changes include an increase of the LOCAL base fare to \$2.00 (reduced fare to \$1.00), a new 90-minute pass in place of transfers, a new discounting method that caps daily and monthly fares when using a smart card or mobile app, and expanded reduced fare options for seniors, people with disabilities and youth. Please read about all proposed changes at gpmetro.org, then consider how these changes overall may impact you.

The proposed changes are mostly positive for me	35.48% -- 55
Some changes are positive for me and some are negative	37.42% -- 58
The changes will not impact me	11.61% -- 18
The proposed changes are mostly negative for me	15.48% -- 24



Analyze Survey Results to develop information on:

- Support or opposition to the proposed service or fare change
- Impact of changes on respondent’s travel and daily life.

Conduct Content Analysis

Themes/Categories expressed by participants.

- Questions regarding **LOGISTICS** around passes and tickets.
- **South Portland Bus Service** – connections and transfers.
- **AFFORDABILITY** -- for lower income riders
- **TIMELINE** – For fare increase, automated fare payment options

Conduct Equity Analysis

(see attachment – 2019 Fare Change/Title VI Change Review)

Results and Recommendation:

- METRO Board Vote – May 23, 2019 (confirm)

Discrimination is Prohibited by TITLE VI

There are many forms of illegal discrimination based on race, color or national origin that limit the opportunity of minorities to gain equal access to services and programs.

Among other things, in operating a federally assisted program, **a recipient cannot, directly or indirectly:**

- ▶ Deny program services, aids or benefits,
- ▶ Provide a different service, aid or benefit, or provide them in a manner different than they are provide others; or
- ▶ Segregate or separately treat individuals in any matter related to the receipt of any service, aid or benefit.



TITLE VI PROGRAM

How to file a complaint:

Members of the public who feel they have been the subject of discrimination, may file a signed, written complaint up to 180 days from the date of the alleged discrimination.

Complaint forms and instructions can be accessed online at gpmetrobus.com or by visiting METRO's Transit Center at 21 Elm Street or Main office at 114 Valley Street in Portland. Forms can also be mailed upon request. METRO's TITLE VI Complaint Form asks for the following information:

- Name, address, telephone number
- Date and location of incident
- Detailed description of incident
- Identification of witnesses

Complaints must be signed and dated, and mailed or delivered to:

**Greater Portland Transit District
METRO
114 Valley Street
Portland, ME 04102**



METRO Transit Center

Elm Street in Portland, across from the Portland Library, one block from Congress Street.

**TITLE VI PROGRAM
OF THE CIVIL RIGHTS ACT OF 1964**

March 2019 ENGLISH)

Your Rights under Title VI of the Civil Rights Act of 1964:



“No person in the United States, shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

If you feel that you have been discriminated against based on race, color or national origin, you may file a complaint with Greater Portland transit District METRO.

Look for information about this process on the back page of this brochure.



“Simple Justice requires that all public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination.”
President John F. Kennedy

Public Involvement

Public involvement is an important part of transportation planning and project development. METRO uses a variety of methods to gather public input on services, standards and projects, including:

- Board and Committee Meetings
- Annual Public Meetings
- Community Workshops
- Task Forces for special initiatives
- Online Comment Form(s)

For information:

- gpmetro.org/ 207-774-0351
- Email: info@gpmetro.org
- Visit - 114 Valley St., Portland

Limited English Proficiency (LEP)

The federal government and those entities receiving assistance from the federal government must take reasonable steps to ensure that LEP persons have access to programs, services and information.

Who is a Limited English Proficient

Person? Persons who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English can be Limited English Proficient or “LEP.” These individuals may be entitled to language assistance with response to a particular type of service, benefit or encounter. METRO works with a third-party phone interpreter service on an on-call basis and will also provide interpreters for public meetings, on request, with advance notice.

Board of Directors – Remote Meeting

Draft Minutes of the Greater Portland Transit District’s Board of Directors Meeting on

March 24, 2022 at 4:00 p.m. via Zoom

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84293032580?pwd=YUc3S2pjRXlvU3VEbnZlVWVjJaFFkQT09>

Passcode: 643498 | Webinar ID: 842 9303 2580

Phone: (646) 558-8656 | Telephone participants: *9 to raise hand, *6 to unmute

<p>Board Members Present: Hope Cahan, Board President Mike Foley, Vice President Paul Bradbury Pious Ali John Thompson Merrill Barter Nat Tupper- Secretary Jeff Levine Ryan Leighton Ashley Rand Bill Rixon Paul Bradbury</p> <p>Board Members Absent: Andrew Zarro Ed Suslovic</p>	<p>Staff and Others Present: Greg Jordan, Executive Director Glenn Fenton, Chief Transportation Officer Shelly Brooks, Finance Director Danielle Nemeth, Human Resources Director Mike Tremblay, Transit Development Director Lauren Shaw, Executive Assistant Chris Chop, GPCOG Ericka Amador, GPCOG Erin Courtney, MTA, Public Outreach & Legislative Liaison Peter Mills, Executive Director, MTA Paul Godfrey, HNTB</p> <p>Public: Barry Salter Catherine Culley John Clark Paul Godfrey Craig Bramley Winston Lumpkins, IV Cashel Stewart Eamonn Dundon Lucas Bloom Angela King Derek Pelletier, Portland</p>
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Attendance roll call was taken by Lauren Shaw, Executive Assistant.

- 1. With a quorum in place, the meeting was called to order at 4:03 p.m. by Hope Cahan, Board President.**
- 2. Public Comment**
 No members of the public chose to speak at this time.
- 3. Meeting Minutes from February 24, 2022**
 John Thompson moved, seconded by Pious Ali, to approve the minutes of the February 24, 2022 Board of Directors meeting as presented. A roll call vote was taken by Lauren Shaw, Executive Assistant. With approval by Mike Foley, Paul Bradbury, Nat Tupper, Ryan Leighton, Ashley Rand, Bill Rixon, Pious Ali, Jeff Levine, John Thompson, Merrill Barter, and Hope Cahan, **the motion passed unanimously by all those present.**

4. **Executive Director's Report**

- Will be temporarily reducing service on the Breez and Route 1 due to staffing shortages (a large number of Bus Operators out on leave). During this time, the fare on the Breez will be reduced to \$2 regular fare/\$1 reduced fare to increase ridership while reductions are in effect.
- Electric Buses – Still expect delivery by April and will announce a launch event soon thereafter.
- Received \$1.9 m in grant funding to purchase eleven 35' diesel buses in the next year. Some will be used for the Breez route with Breez branding redesigned to match Metro's new look.
- PACTS - a balance of funding was agreed upon, including open funding for CBL and NNEPRA due to anticipated long-term fare revenue losses. In a close vote, all of Metro's projects were approved. Other transit agencies want to retain more funding for long-term needs.

5. **Title VI Program Updated 2022**

Mike Tremblay reviewed the background of Title VI of the Civil Rights Act and summarized the 2022 Metro Title VI program updates (Item 5 – Attachment A), as required every three years by the Federal Transit Administration (FTA). This update must be approved by the Board of Directors prior to the April 30, 2022 submission due date. The full requirements of this submission were discussed in Metro's January 2022 Ridership Committee meeting, a draft presented to the Ridership Committee in February 2022, and recommended for approval by the Ridership Committee on March 17, 2022. A public information meeting was held on March 8, 2022, which was recorded and has been posted on Metro's website.

John Thompson moved, seconded by Jeff Levine, to approve Metro's proposed 2022 Title VI Program, as corrected to ensure all acronyms are clearly defined and the document is reviewed for typographical errors before submission. A roll call vote was taken by Lauren Shaw, Executive Assistant. With approval by Mike Foley, Paul Bradbury, Nat Tupper, Ryan Leighton, Ashley Rand, Bill Rixon, Pious Ali, Jeff Levine, John Thompson, Merrill Barter, and Hope Cahan, **the motion passed unanimously by all those present.**

6. **GPCOG/PACTS Presentation on Current Transit Studies (slides in Board packet)**

GPCOG houses the Federally-designated Metropolitan Plan Organization (MPO), PACTS, that coordinates transportation planning and investment decisions with the state, municipalities, and public transportation partners. PACTS role in regional transit funding is to allocate funding, plan for the future, and implement plans.

Connect 2045, the federally-required Long-Range Transportation Plan (LRTP) across the PACTS region, is updated every 4-5 years. The plan studies: where we are now; where are we going; and how do we get there. Information comes from public engagement, previous plans, state goals, and federal requirements. Timeline: launch (summer 2021), create vision (summer/fall 2021), identify strategies (winter/spring 2022), and plan adoption (summer/fall 2022). Transit Together is part of this plan, paid for with CARES Act funding, but it also aligns with the plan for Administrative Efficiencies and Regional Network Design, which looks at how we can come together and save money as a group (7 transit providers in our region), and how we can leverage federal funding. Visit [Transittogether.org](https://transittogether.org). In preparation to study Rapid Transit, GPCOG has spoken to many transit agencies around the country to see what their journeys have been like.

Public comment: Lucas Bloom shared his appreciation for the presentation.

7. **Gorham Connector Project MTA (Maine Turnpike Authority) and MeDOT**

Peter Mills, MTA reviewed the background of the Gorham Connector (in packet), studies of which extend back to the 1980s. In 2008, these studies culminated in the construction of the Gorham bypass, connecting Route 25 west of Gorham to Route 114 south of Gorham. The purpose of the Gorham bypass was to improve east-west traffic congestion on Route 25 through Gorham Village and to reduce downtown through-traffic in Gorham Village. Although the bypass was successful in taking some of the east-west traffic out of downtown, the bypass did not reduce excessive commuter traffic on Routes 114 and 22 in South Gorham and North Scarborough.

The communities of Gorham, Scarborough, South Portland, and Westbrook signed a joint resolution in 2007 requesting that the MTA conduct a study to assess the feasibility of a new Turnpike connector that would link the Gorham Bypass with the Maine Turnpike. This resulted in a resolution by the 123rd Maine State Legislature in 2007 (LD 1720) directing the MTA and MeDOT to study highway connections between western Cumberland County and the Maine Turnpike, with a goal of decreasing congestion on area state and local roads. The [Gorham East-West Corridor Study](#), completed in 2012, complied with Maine's Sensible Transportation Policy Act (STPA) by requiring a full evaluation of all reasonable transportation alternatives and found three things were needed to maximize transportation efficiency in the region:

- a significant increase in transit ridership and bus routes
- a concerted effort by municipalities to create pockets of housing and commercial density that could cost-effectively use transit, and
- an increase in road capacity. Greater Portland's role as southern Maine's economic driver, as well as the area's proximity to Boston, indicated that the region would continue to experience strong growth in the future.

The Husky Line launched in 2018, just north of the study area, connecting the USM campuses and reaching out to the Hamlet. A bus route on County Road is not currently an option because of the extreme congestion during commuter hours. Also, larger, multi-unit developments are going up in the area, rather than single-family homes and the possible development of a 4-lane road (limited highway) from the west of Portland to Exit 45, to relieve the traffic on many routes and roads, is being studied, as well as transit options. There is pressure on housing to develop multi-family units and those utilizing this housing are very reliant on automobiles. The congestion problem needs to be addressed, or solved, first, and then transit planning can be brought in to mitigate this congestion. South Portland, Westbrook, Scarborough, and Gorham are party of this study.

The route being proposed would go through the old Gorham Country Club to the western edge of the Smiling Hill Farm property, and north of Running Hill Road (a highway would be more appropriate next to Eco Maine (landfill) than housing). MTA has spent \$140m re-doing Exit 45. Traffic should be on the interstate – not on smaller roads. They are working closely with the towns and Metro on this project. The highway is a device to be used to enable land-planning on a larger scale. Results of the traffic and revenue study determined that the Gorham Connector was financially feasible over a 30-year bond period. The project cost is approximately \$217 million with an initial toll rate of \$1.50.

Paul Godfrey, HNTB – These four towns and the legislature have taken the findings from the 2012 study and used them towards an Alternative Analysis, which identifies a new Gorham Connector as the preferred solution. The new connection will reduce vehicle emission, create synergy with transit, bicycle and pedestrian modes, and reduce peak hour traffic on roads not designed to handle it. The Public Engagement Process began in fall 2021. An Advisory Committee, Technical Working Groups, and public meetings will begin later in 2022. MTA and HNTB would like Metro to participate in the Advisory and Technical Working groups. Currently:

- USACE will determine if a new roadway can be permitted
- No final decisions have been made on the location of a new connector
- Communities, stakeholders, and the public will be engaged, as described above
- MTA has begun the process of identifying and purchasing property as is possible to preserve a corridor should a new Gorham connector move forward

Public comment:

Derek Pelletier: How does this prevent it from happening again in the future? Are there examples to show that this has solved problems in the long-term?

Craig Bramley, Portland: Metro is in an awkward position; whether the project goes forward is not up to Metro. This is a distraction from transit and what should be accomplished in the area. This has been discussed for 25 years. Building highways impacts our footprint – giving more vehicle easy access to Portland will affect Portland. He is an opponent of the project.

Winston Lumpkins, Berlin, ME: Urged the board not to support the Gorham Connector as it would only relieve traffic for a few years and will bring more traffic to Portland and Gorham. Traffic can only be reduced by people using transit rather than cars. If people can get somewhere faster by transit than by car, they will use it. Use available technology to make transit a faster option. MTA is not a viable, sustainable option.

Angela King: Agrees that Chris Chop's presentation is the future. It is not just the cars, but the roads they drive on, that affects the environment. Focus on the future and climate, which is GPCOG's rapid transit study.

John Clark, Valley St., Portland: Opposes the connector. Urges Metro not to support it. It is the opposite of GPCOG's work. There is not ample consideration about the congestion it will create on the Portland end of the corridor. Demand will increase with a more useable route, affecting Portland's bicycle and pedestrian population.

Consider the impact to Portland. Are there alternative modes that have been studied recently in that area?

- Alternative modes are being worked on and will be shared when complete.
- Maine has a sensible transportation policy act, put in place around the initial thoughts of the MTA widening. The 2012 study determined that no one thing will solve the problem and that is why all three options are being looked at.

How does the Gorham Connector project interrelate with the rapid transit study going forward?

- **Paul Godfrey:** The opportunity here is how these two projects can work together.
- Can the Gorham Connector be an option for the GPCOG study to improve transit to the area? **Chris Chop:** hopes that rapid transit would alleviate the need for a new connector road, but that won't be determined until the study is complete. When the 2012 MTA study was done, rapid transit was in its infancy. Reevaluate rapid transit in that area and determine whether it will be enough to alleviate the congestion. If the two projects don't work together, could it actually reduce transit ridership?

Mike Foley: Metro has no say in this project, but the projects need to work together. Westbrook is the most impacted community with traffic congestion and will significantly benefit if the connector is built, but is also a strong transit and rapid transit supporter.

Paul Bradbury: If this project moves forward, it increases the opportunity for more housing development.

With COVID, Maine has seen a population influx from states whose residents have higher purchasing power than Maine residents, driving up home/housing prices and forcing much of the population to look for housing west of Portland, where it has typically been cheaper to live.

Peter Mills: The connector is a 5.5 mile road from the rotary in Gorham to Exit 45. They are working with the Army Corps of Engineers on the Environmental Impact (EA) statement and open discussions are being held with many organizations. When MTA is satisfied with the alignment and layout of this proposal, it will be opened up to public engagement, which will run through the summer. There is still have a lot of work to do, but early outreach to organizations that may be involved or related to this project has been undertaken.

8. Future Agenda Items – None added at this time

- Comprehensive Review of Board Policies (2022)
- Cost-Revenue Allocation Policies-Procedures (2022)
- Metro Strategic Planning Effort (2022-2023)

9. Upcoming meetings

- Board of Directors – April 28, 2022 at 4:00 p.m.
- Finance Committee – April 6, 2022 at 4:00 p.m.
- Executive Committee – April 13, 2022 at 3:30 p.m.
- Ridership Committee – April 21, 2022 at 4:00 p.m.

10. Adjournment

John Thompson moved, seconded by Jeff Levine, to adjourn. A roll call vote was taken by Lauren Shaw, Executive Assistant. With approval by Paul Bradbury, Ashley Rand, Pious Ali, Jeff Levine, John Thompson, Merrill Barter, and Hope Cahan, **the motion passed unanimously by all those present and the meeting adjourned at 6:48 p.m.**

Regional Transportation Program, Inc (RTP)
Title VI Plan

Non-Discrimination in the Federal Transit Program

Approved by the RTP Board of Directors
February 1, 2021

Regional Transportation Program, Inc (RTP) Title VI Plan

Non-Discrimination in the Federal Transit Program

Introduction

Title VI was enacted as part of the landmark Civil Rights Act of 1964. It prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. All recipients and sub recipients of Federal Transit Administration (FTA) funds must ensure that programs, policies and activities comply with FTA Title VI regulations. To provide recipients with specific guidance, FTA published Circular 4702.1B, October, 2012 (http://www.fta.dot.gov/legislation_law/12349_14792.html). The instruction provided in the circular is intended to ensure recipients meet the Title VI requirements and appropriately integrate them into FTA-funded programs throughout each state.

To meet all Title VI requirements, FTA-Funded programs must submit to the Maine Department of Transportation (MaineDOT) a Title VI plan that exhibits policy adoption, public outreach and involvement procedures and complaint procedures. Pursuant to MaineDOT's Title VI Plan, Subrecipients of FTA dollars through MaineDOT are required to provide a Title VI Plan to MaineDOT by October 1, 2015. Following that submission, Title VI plans will be due every three years on the first of October. Plans will include or reference the following information:

- New signed Title VI Assurances
- A designated Title VI Coordinator responsible for Title VI compliance
- Appendix A & E included in contracts
- Title VI Complaint Process
- Four Factor Analysis
- LEP Plan
- Public Participation Plan

Title VI Assurances

RTP affirms:

1. Title VI of the Civil Rights Act of 1964 prohibits discrimination in federally assisted programs. Title VI was amended by the Civil Rights Restoration Act of 1987 (P.L. 100-259), effective March 22, 1988, which added Section 606, expanding the definition of the terms "programs or activities" to include all of the operations of an educational institution, governmental entity, or private employer that receives federal funds if any one operation receives federal funds.

2. RTP is a public non-profit entity. It is the policy of RTP to ensure compliance with Title VI of the Civil Rights Act of 1964 and all related statutes or regulations in all programs and activities so administered.
3. The RTP Title VI Coordinator is granted the authority to administer and monitor the Title VI Plan as promulgated under Title VI of the Civil Rights Act of 1964 and any subsequent legislation. The Title VI Coordinator will provide assistance as needed.
4. RTP will take all steps to ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity of the Agency.
5. The Agency recognizes the need for annual Title VI training for Agency personnel.
Signed:

Jack DeBeradinis, Executive Director

Date

MaineDOT Compliance/Monitoring Review and Training

RTP agrees to participate in on-site reviews and cooperate with Compliance Staff throughout the review process. RTP agrees to participate in training that includes Title VI and its requirements.

Certification and Assurance Submission

RTP agrees to submit the annual Title VI assurance to MaineDOT as part of the annual Certification and Assurance submission.

Agency Subcontracts

RTP agrees to include in all contracts involving the use of FTA funds Appendices A and E of the Maine Department of Transportation FTA Title VI Nondiscrimination Plan.

Designated Title VI Coordinator

The designated Title VI Coordinator RTP is Danielle Beesley, HR and Administrative Assistant.

Title VI Complaint Procedures

MaineDOT investigates and tracks Title VI complaints filed with MaineDOT against subrecipients.

RTP has developed procedures for investigating and tracking Title VI complaints filed against it and has made those procedures for filing a complaint available to the public. The RTP's complaint procedure is outlined below:

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by RTP may file a Title VI complaint by completing and submitting the Agency's Title VI Complaint Form. RTP investigates complaints received no more than 180 calendar days after the alleged incident. RTP will process complaints that have completed all elements of the complaint form.

Once the complaint is received, RTP will review it to determine whether or not RTP has jurisdiction. The complainant will receive an acknowledgment letter informing her/him whether the complaint will be investigated by RTP.

RTP has 10 business days to investigate the complaint. If more information is needed to resolve the case, RTP may contact the complainant. The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 calendar days, the investigator can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue the case.

After the investigator reviews the complaint, RTP will issue one of two letters to the complainant:

1. A closure letter that summarizes the allegations and states there was not a Title VI violation and that the case will be closed.
2. A Letter of Finding (LOF) that summarizes the allegations and the interviews regarding the alleged incident and any additional training of staff member(s) or other action that will occur.

If the complainant wishes to appeal the decision, she/he has 10 calendar days after the date of the closure letter or the LOF to do so. If an appeal has been submitted, RTP will forward appeals to the MaineDOT Civil Rights Title VI Coordinator within 10 days.

When a complaint has been directly filed with another state or federal agency, the Agency is to inform the Title VI Coordinator where the complaint has been filed and coordinate any action needed by MaineDOT to resolve the complaint.

A person may also file a complaint directly with the Maine Department of Transportation at:

Maine Department of Transportation
Attn: Title VI Coordinator
16 State House Station
Augusta, Maine 04333

A person may also file a complaint directly with the Federal Transit Administration at:

FTA Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590

Title VI Informal Complaint Policy

Title VI complaints may be resolved by informal means. When informal means are utilized, the complainant must be informed of their right to file a formal written complaint. Such informal attempts and their results will be summarized by RTP's identified Title VI Coordinator. The coordinator will log the complaint in the required complaint log. If the complaint cannot be resolved informally, RTP's identified Title VI Coordinator must inform the complainant of the formal process outlined above and instruct the complainant on how to proceed.

Title VI Log of Complaints/Lawsuits, etc.

RTP will prepare and maintain a list of any alleged discrimination on the basis of race, color, or national origin, including any active investigations conducted by entities other than FTA, lawsuits, and complaints naming the Agency. The list will include the date that the investigation, lawsuit or complaint was filed; a summary of the allegation(s) and date resolved.

Title VI Notice to Public

RTP will provide information to the public regarding RTP's obligations under FTA's Title VI regulations and apprise members of the public of the protection against discrimination afforded to them by Title VI. At a minimum, RTP shall disseminate this information to the public by posting the notice on its website (if available) and/or in local media. RTP will document where and when this information is posted.

RTP will widely distribute its Title VI plan. The Title VI notifications are also included with all newly printed or revised agency publications, brochures and pamphlets meant for public consumption. The following notice is standard wording for publications, brochures, flyers, etc.:

RTP is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and relevant guidance. The Agency assures that no person in the United States shall, on the grounds of race, color or nation origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

To request additional information on RTP's Title VI policy, or to file a discrimination complaint, please contact RTP at (207) 774-2666 x 7518

The Complaint Procedure is located at 127 Saint John Street, Portland Maine 04102

Title VI Poster

RTP will provide a poster to meet the requirements listed below and will provide updates as required. RTP will also keep a database of the location of all Title VI posters and ensure they are clearly posted in the appropriate public places. Posters will include the following information:

- Description of agency Title VI commitment
- Information for more of Agency’s Title VI program and the procedures to file a complaint, contact information, email, and address
- For more information, visit www.rtprides.org
- FTA and MaineDOT Office of Civil Rights, Attention Title VI Program Coordinators, address to file a complaint directly with either the state or federal agency directly
- Additional information if another language is needed (207) 774-2666 x 7518.

Limited English Proficiency

Four Factor Analysis

RTP is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. By completing the Four Factor Analysis below, RTP assures that no person shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any FTA service, program, or activity.

1. Indicate the number or proportion of LEP persons eligible to be served or likely to be encountered by the program. Based on information contained in MaineDOT’s FTA Title VI Plan, dated November 2019, Maine has a relatively low percentage of people who don’t speak English very well. There are only six languages in which the number of persons who speak English less than “very well” exceed the 1,000 person/5% threshold: Spanish or Spanish Creole, French, Chinese, Vietnamese, Arabic and African languages.

- a. Describe how LEP persons interact with the Agency. LEP persons can potentially interact with RTP when they telephone the agency, when they board or exit a transit vehicle, or when they attend a meeting sponsored by RTP.

- b. Identify LEP communities by language group.

Cumberland County, Maine

Spanish or Spanish Creole	1,000
French	1,331
Chinese.....	291
Vietnamese.....	537
Arabic.....	715
African Languages	1,404

- c. The literacy skills of LEP populations in their native languages, in order to determine whether translation or documents will be an effective practice. RTP has a contract with Language Line Services, which allows for telephone interpretation instead of

translation, and so if a person of limited English proficiency cannot read the material, we may still communicate with them. We also installed a new website that is better suited for screen readers and additionally translates into over 100 languages.

- d. Identify whether LEP persons are underserved by the Agency service due to language barriers. RTP has no data that suggests that LEP populations are underserved in our programs and services.
2. Indicate the frequency with which LEP persons come into contact with the program through the following methods:
 - a. Buses. As indicated by translator services. Please see answer to 2c below.
 - b. Public meetings. RTP has no data that suggests that LEP populations are attending its meetings.
 - c. Customer service interactions. RTP has a contract with Language Line Services to assist with customer service interactions. The MaineCare broker is now responsible for setting up all MaineCare rides and issuing bus passes. Since RTP no longer does this, the customer service interactions with LEP has dropped significantly from past levels.
 - d. Surveys. RTP has no data that suggests that LEP populations have participated in any customer surveys during the past three years.
 3. Describe the service and the nature of importance of the service (narrative) to the LEP population.
 - a. Participate in the development of the coordinated plan to meet the specific transportation needs of seniors and people with disabilities especially those with LEP needs. RTP's buses are accessible to persons with disabilities, but RTP has no data that suggests that seniors and people with disabilities are part of Maine's LEP population.
 - b. Include special language assistance for public meetings. RTP has Language Line pamphlets available on its buses and at public meetings. Should the need arise, RTP can utilize use Language Line translator service.
 4. Indicate the resources available to Agency for LEP outreach, as well as the costs associated with that outreach. RTP has Language Line pamphlets on its buses and at public meetings. If the need for interpretation services arises, RTP can use Language Line interpretation services at a cost of \$55.20 per hour (flat rate of \$0.92 per minute). The interpreter service previously provided by RTP for MaineCare riders are now the responsibility of the Broker.

Language Assistance Plan

Following completion of the Four Factor Analysis, RTP assures that based on the results of the Analysis, a Language Assistance Plan will be created. The RTP Language Assistance Plan includes the following:

1. Results of the Four Factor Analysis, including a description of the LEP Population(s) served. Maine has a relatively low percentage of people who don't speak English very well. There are only six languages in which the number of persons who speak English less than very well exceed the 1,000 person/5% threshold: Spanish or Spanish Creole, French, Chinese, Vietnamese, Arabic and African languages. There are no known LEP communities in RTP's service area.
2. RTP provides language assistance services by language. RTP has Language Line pamphlets available on its buses and at public meetings. Should the need arise, RTP can utilize Language Line translation services. We also installed a new website that is better suited for screen readers and additionally translates into over 100 languages.

Vital written documents include Title VI Complaint Form, Notice to Public, and other documents that provide access to services. Within the past three years, there have been no requests by LEP persons to have these documents provided in another language.

3. RTP provides notice to LEP persons about the availability of language assistance. RTP has Language Line pamphlets available on its buses and at public meetings. RTP also posts Title VI posters in its offices and at other prominent places.
4. RTP monitors, evaluates and updates the language assistance plan. On a yearly basis, RTP's title VI Coordinator will review the Title VI plan in conjunction with Census data, FTA requirements, and any developments that would impact the plan including complaints and requests for language assistance services. Based on this review, RTP's Language Assistance Plan will be updated accordingly.

Staff Ongoing Title VI Training Process/Description:

RTP will participate in LEP training sessions provided by MaineDOT at Maine Transit Association meetings and will also review on an annual basis MaineDOT's training document titled "How to Work with a Telephone Interpreter" and any other Title VI documents on MaineDOT's website.

All RTP staff and volunteers will be trained on Title VI. Training will include the following documents:

- RTP's Title VI plan
- Language Line Pamphlet

RTP will utilize MaineDOT staff, when available, to assist with trainings. Affidavits will be signed when training is completed and filed as part of the Title VI program documentation.

Public Participation Plan

RTP will work with MaineDOT staff to identify targeted minorities within the service area. MaineDOT staff will supply demographic information to the lowest census level possible within the region to identify specifically what minority populations exist within the RTP service area. RTP will identify the appropriate locations to disseminate information to the identified populations (e.g., church, neighborhood gathering space) to seek comment, interest in new service or service revisions and/or extensions. RTP will document and maintain on file all activities related to Title VI outreach. This plan and documentation will be made available at MaineDOT's request.

RTP coordinates with regional planning efforts including outreach to targeted populations within the RTP service area. RTP works with the Opportunity Alliance, SMAAA, CPCOG, MEDOT, medical facilities and other agencies to educate and solicit feedback on current services.

RTP provides a summary to MaineDOT of all outreach efforts upon request or prior to future plan submittals and review.

RTP recognizes that future funding for new or revised service requires documentation of the above efforts.

APPENDIX A:

Table Depicting Minority Representation on Committees and Councils Selected by the Recipient

Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar bodies—the membership of which is selected by the recipient—must provide a table depicting the membership of those committees broken down by race, and a description of efforts made to encourage the participation of minorities on such committees.

Regional Transportation Program, (RTP) does not collect or request information from committee members or advisory councils regarding participant’s race, religious affiliations, ethnic backgrounds, income status or other factors. Every effort is made to include a broad range of representatives from a variety of backgrounds to ensure that the needs of the population are being met.

Body	Caucasian	Latino	African American	Asian American	Native American
Board of Directors	**				

*** RTP has seven Board members, all of whom are presumed to be Caucasian.*

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APPENDIX B:

Public Notice/Poster

In accordance with the Civil Rights Act of 1964, RTP operates its programs and services without regard to race, color or national origin. Any person who believes she or he has been aggrieved by any unlawful discriminatory practices under Title VI may file a complaint with the Maine Department of Transportation or the Federal Transit Administration. For more information on RTP's civil rights program and the procedures to file a complaint, visit our website at:

RTP
127 Saint John Street
Portland, ME 04102
www.rtprides.org
(207) 774-2666 x7518

Language translation services available upon request.
Services de traduction langue disponibles sur demande
Servicios de traducción disponibles bajo petición.

要求提供的语言翻译服务。

Lugha ya tafsiri huduma inapatikana juu ya ombi.
Ladenan panarjamahan Basa aya kana paménta.

خدمات الترجمة اللغة متاحة عند الطلب

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Appendix C

Regional Transportation Program (RTP)
External Discrimination Complaint Form

(Title VI/Nondiscrimination and ADA/Section 504 Complaints)

Name	Phone	Name of Person(s) That Discriminated Against You	
Address		Location and Position of Person (If Known)	
City, State, Zip		City, State, Zip	
Agency involved		Date of Alleged Incident	
Discrimination Because of: <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Sex <input type="checkbox"/> Age <input type="checkbox"/> Disability		What Remedy are you requesting?	
Explain as briefly and clearly as possible what happened and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently than you. Also, attach any written material pertaining to your case.			
Signature		Date	

Please Mail Complaint to:

Attn: Title VI Coordinator
Regional Transportation Program
127 Saint John Street
Portland, ME 04102

DRAFT



Title VI / Environmental Justice Non-Discrimination Plan

**Prepared under the Provisions of
FTA Circular 4702.1B**

**City of South Portland
South Portland Bus Service
25 Cottage Road
P.O. Box 9422
South Portland, Maine 04116-9422
207-767-5556**

April 1, 2018

DRAFT

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Introduction

South Portland Bus Service Description

The South Portland Bus Service (SPBS) operates a fixed-route, public transit service throughout South Portland, into downtown Portland, and into Scarborough along the shopping area off Payne road near the Maine Mall. Three routes cover a total of 790 miles a day and provided over 270,000 passenger trips in the fiscal year ending June 30, 2017. All City buses are lift equipped and wheelchair accessible. the oldest buses in the fleet of seven are six years old with an average age of four years .

The SPBS connects with the Portland METRO Bus system and the Shuttlebus/Zoom service through a free transfer arrangement providing its riders a broad, regional travel area with access to the Biddeford-Saco-Old Orchard Beach Shuttle, the Jetport, Casco Bay ferries, Greyhound Bus, Concord Coach, Amtrak Downeaster, as well as medical, shopping and other high activity centers in the area.

In addition to its fixed-route schedule, the City of South Portland participates in a regional, complementary paratransit program to transport passengers whose disabilities interfere with their ability use the fixed-route system. This service is provided through an intergovernmental agreement with the Regional Transportation Program (RTP) and provided trips in the fiscal year ending June 30, 2017.

Governance

The SPBS is an operating service of the Transportation Department of the City of South Portland. The Transportation Department Director is also the Director of the SPBS. He reports to the City Manager who reports to the City Council which is the *de facto* Board of Directors of the SPBS. The City Council consists of seven (7) members, four (4) Caucasian females and three (3) Caucasian males, elected by the citizens of South Portland in a general election. The City Council approves the budget of and approves fare and service policies for the SPBS.

Plan Statement

Title VI of the Civil Rights Act of 1964 as amended prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance. Specifically, Title VI provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” 42 U.S.C. Section 2000d.

The City of South Portland, acting by and through its Bus Service (hereinafter “SPBS”), is committed to ensuring that no person is excluded from participation in, or denied the benefits of, its transit services on the basis of race, color, or national origin. This plan was developed to guide the SPBS and its administration and management of Title VI-related activities.

Coordinator Contact Information

Art Handman, Director, South Portland Bus Service, 25 Cottage Road, P.O. Box 9422, South Portland, Maine, 04116-9422; 207-767-5556.

Title VI Information Dissemination

Title VI information posters shall be prominently and publicly displayed at the SPBS dispatch center, City Hall Bulletin Boards, and on transit buses. Additional information relating to nondiscrimination can be obtained from the Title VI Coordinator.

Title VI information shall be disseminated to SPBS employees annually. During new employee orientation, new employees shall be informed of the provisions of Title VI, and the SPBS's expectations that they will perform their duties accordingly.

Subcontractors and Vendors

All subcontractors and vendors who receive payments from SPBS where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended. Written contracts shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

Record Keeping

The Title VI Coordinator shall maintain permanent records which include, but are not limited to, copies of Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

1. South Portland Bus Service Public Outreach

Public outreach is essential to the success of SPBS, the public transit system operated by the City of South Portland. SPBS' ongoing public outreach efforts extend beyond maintaining a website and marketing its services through brochures and schedules to include: live telephone assistance with bus schedules and regional facilities, public hearings and workshops, participation in regional meetings and forums, and one-on meetings with social service agencies and clients. These engagements benefit both SPBS officials and the general public in a number of ways:

- They provide users of the transit system with an opportunity to describe what they like about the system and what they would like to see changed;
- They introduce potential riders of SPBS with basic information about how the system works and how it can meet their needs;
- They engender a sense of ownership among people, especially those who are often at the mercy of their surroundings;
- They help SPBS officials design a transit system that meets the needs of the public within the constraints of available funding;
- They help SPBS officials gauge the success of the transit system; and
- They provide SPBS officials with new ideas and alert them to potential environmental justice issues.

Public Outreach Workshops, Meetings, and Forums

The following is a summary of continuing public outreach efforts undertaken by SPBS during calendar year 2017. These outreach efforts are aimed at helping these organizations understand the transit services provided by SPBS. While all of the meetings are open to the public, some of the meetings are focused on smaller groups with unique interests. Interactions occurred with the following organizations (these are listed in no particular order):

- Mobility Advisory Committee concerning complementary paratransit services hosted by Regional Transportation Program (RTP).
- Monthly meetings and annual public forum of the PACTS Planning Committee to evaluate current transit services and mobility management for low-income, elderly, and disabled individuals and the general public.
- Participation in the GPCOG's Regional Transit Route Study with several Public Meeting to collect information on proposed recommendations to improve bus service in the greater Portland region.
- Knightville / Mill Creek Public Informational Meetings concerning impact of parking and transit service on neighborhood residents and businesses.
- Land use and Planning workshops during review of the City's stakeholder participation in GPCOG's continued Sustainability Program, specifically to describe and encourage principles of transit oriented development.
- Southern Maine Community College and University of Southern Maine open house.
- Presentations to staff and residents of "E Street house" in Knightville, specialized housing for adult children with developmental disabilities, giving them transit options and an opportunity to secure a safe, supported and active community life. (Ongoing)

- Kaler Elementary School classroom presentations and hands-on experience riding the bus.
- Day One Substance Abuse and Mental Health Services, a teen counseling center dealing with teen drug and alcohol abuse. (Ongoing – whenever bus schedule changes or they request info)
- Red Bank Village Community Center “Take Back the Night” to discuss bus schedules and transportation options. This neighborhood is in a Community Development Block Grant eligible census tract.
- One-on-one specialized training and material for disabled or visually impaired customers, as well as service animal training. Ongoing upon request
- Community Survey e-mailed to households within South Portland concerning South Portland Bus Service schedule and route changes.
- City Council Workshops and Meetings concerning approvals of existing and proposed route changes, approval of capital items acquisition, and Operating Budgets and resulting service levels.
- Annual August meeting with South Portland School Dept. Child Services Coordinator to discuss the upcoming school year low income family access to Bus tickets for school transportation.
- Monthly meetings with City of South Portland General Assistance Director to discuss client need for Bus Tickets for the following month.
- Monthly meetings at Redbank Community Center Hub with Families Coordinator to discuss low income residents in need of assistance for bus tickets.
- Monthly or Bi-monthly meetings with City of Portland Dept. of Human Services housing coordinator to discuss clients need for Bus Tickets who will be temporarily housed in South Portland.
- 20 E St. – Home ownership project for individuals with developmental disabilities. Meet with House Coordinator and new residents on how to use the bus system while living in South Portland.

SPBS also makes available one-on-one training by telephone, email, or in person to help passengers with special needs to learn how to navigate the transit system.

2. South Portland Bus Service LEP Analysis and Plan

Introduction

On August 11, 2000, President Clinton signed Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency, which requires meaningful access to all federally assisted programs and activities by persons with limited English proficiency (LEP).

Executive Order 13166 states that individuals who do not speak English well and who have a limited ability to read, write, speak or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit or encounter. It reads in part:

“Each Federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency’s programs and activities.”

In addition to the requirement that federal agencies prepare LEP plans, all recipients of federal financial assistance have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided. The Federal Highway Administration has mandated that all “...recipients must take reasonable steps to ensure that such persons have meaningful access to the programs, services and information those recipients provide, free of charge...”

Who is an LEP Individual?

As defined in the 2000 United States Census, it is any individual who speaks a language at home other than English as their primary language, and who speaks or understands English “not well” or “not at all.”

The Four Factor Analysis

Under guidance from the U.S. Department of Transportation, SPBS is obligated to determine the extent of its obligation to provide LEP services to its transit-dependent population. This determination must be based on an analysis of four factors:

1. The number or proportion of LEP persons who may be serviced or are likely to encounter a program, activity or service;
2. The frequency with which LEP persons come in contact with programs, activities or services;
3. The nature and importance of programs, activities or services to the LEP population; and
4. The resources available to the recipient and overall costs to provide LEP assistance.

Factor #1: The number or proportion of LEP persons who may be serviced or are likely to encounter a program, activity or service. The first step towards understanding the extent of the LEP population in SPBS Service’s jurisdiction is a review of Census data. The analysis of Census data shows the number and percentage of persons who speak English “not well” and “not at all” combined, within four major groups within South Portland falls below the 1,000 person / 5% threshold.

Summary of Maine Limited English Proficiency (LEP) Persons 5 Years and Older South Portland Bus Service						
			Persons Speaking English “not well” and “not at all” Combined			
			Spanish	Indo-European	Asian or Pacific	Total
South Portland	25304	1265	7	52	310	369

Source: U.S. Census 2009-2013 American Community Survey 5-year Estimates

Factor #2: The frequency with which LEP persons come in contact with programs, activities or services. The SPBS comes into occasional contact with an LEP person.

Factor #3: The nature and importance of programs, activities or services to the LEP population. The service is presumed to be very important to LEP persons who use it.

Factor #4: The resources available to the recipient and overall costs to provide LEP assistance. SPBS has “I Speak” language Identification cards on its buses for use in the event that they encounter an LEP person who needs language assistance. In the event that an LEP person requires language assistance, the SPBS would use the service of Language Line on a fee basis. The cost of the language line cards and potential use of Language Line services is minimal.

SPBS is committed to monitoring the transit needs of the transit-dependent population, including LEP persons, and evaluating how best to address those needs.

The LEP implementation plan will be reviewed on an annual basis in July of each year to ensure that the needs of LEP individuals are met.

3. South Portland Bus Service Title VI Complaint Procedures

Part A – for the Persons Filing the Complaint

How to File a Complaint

If you believe that you have been excluded from participation in, denied benefits or services of any program or activity administered by SPBS or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age, or disability, you may bring forth a complaint of discrimination under Title VI of the Civil Right Act of 1964 / Environmental Justice and related statutes.

Where to File

You may file your complaint of discrimination with any or all of the following:

- South Portland Bus Service
- City of South Portland
- MaineDOT's Civil Rights Office
- The Federal Highway Administration
- The Federal Transit Administration
- U.S. Department of Transportation

Time Limitation

Complaints must be filed no later than 180 days after:

- The date of the alleged act of discrimination; or
- The date the person became aware of the alleged discrimination; or
- Where there has been a continuing course of discriminatory conduct, the date on which the conduct was discontinued.

Form of Complaint

Complaints must be in writing, and must be signed by you and/or your representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination.

In the event you choose to make a verbal complaint of discrimination, the Title VI Coordinator or other person authorized to receive complaints on behalf of SPBS, will interview you. If necessary, the authorized person will assist you in writing the complaint for you or your representative to sign.

You may use the complaint form on the next page. It is not required. Rather, it is intended to help you provide enough information so that SPBS can begin processing the complaint.

What Happens to the Complaint after it is filed?

1. **Review of Complaint.** The Title VI Coordinator or her/his designee reviews your complaint upon receipt to ensure that relevant information is provided, the complaint is timely, and falls within the agency's jurisdiction.
2. **Investigation Required.** Your complaint shall be investigated unless:
 - You withdraw the complaint.
 - Your complaint fails to provide required information.
 - Your complaint is filed beyond the 180-day timeframe.
 - You are not part of a protected group.
 - Your complaint is determined to be more appropriately under a jurisdiction other than the City of South Portland and its Bus Service (hereinafter "SPBS"). If this is the case, you will be directed to the appropriate agency.

You must make yourself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

3. **Letter.** Upon determination that the complaint warrants SPBS investigation, you will be sent a letter, acknowledging receipt of the complaint, and giving the name of the investigator.
4. **Notification of Respondent.** The respondent – the person alleged to have committed the discrimination – will be notified by mail that she/he has been named in a complaint.
5. **Agency Investigation.** The Title VI Coordinator of SPBS will conduct an investigation.
 - The investigation will address only those issues relevant to the allegations in the complaint.
 - Confidentiality will be maintained as much as possible.
 - Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
 - Within 40 days of receiving the complaint, the Title VI Coordinator will make a final determination of "probable cause" or "no probable cause" and prepares the final decision letter to be sent to you. If there is probable cause that discrimination has occurred, the letter will outline the steps that will be taken to resolve your complaint.

What if I am not satisfied with the Outcome?

If you are not satisfied with the agency's determination as to whether or not there is probable cause that discrimination has occurred, or if you are dissatisfied with the steps the agency is taking to resolve your complaint, you may appeal to the Maine Human Rights Commission, #51 State House Station, 19 Union Street, Augusta, Maine 04333.

City of South Portland South Portland Bus Service Title VI Complaint Procedures

Part B – for the Agency

Introduction

The Title VI / Environmental Justice and Related Statutes complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding City of South Portland, acting by and through its Bus Service (hereinafter “SPBS”) programs, activities and services as required by statute.

Purpose

The purpose of the discrimination complaint procedures is to describe the process used by SPBS for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

Roles and Responsibilities

The SPBS Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion, assign a capable person within SPBS to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon the information obtained from the investigation.

In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted by SPBS in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant’s representative.

The complainant shall make him-or herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Filing Complaints

Applicability. The complaint procedures apply to the beneficiaries of SPBS programs, activities and services including, but not limited to the public, contractors, subcontractors, consultants and other sub-recipients of federal and state funds.

Eligibility. Any person who believes that she/he has been excluded from participation in, denied benefits or services of any program or activity administered by SPBS or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age, or disability may bring forth a complaint of discrimination under Title VI/EJ and related statutes.

Time Limitation and Filing Options. Title VI/EJ complaints of discrimination may be filed with:

- South Portland Bus Service (SPBS)
- City of South Portland
- MaineDOT's Civil Rights Office
- The Federal Highway Administration
- The Federal Transit Administration
- U.S. Department of Transportation

In all situations, SPBS employees must contact the Title VI Coordinator immediately upon receipt of a Title VI/EJ complaint.

Time Limitation and Filing Options. Complaints must be filed no later than 180 days after:

- The date of the alleged act of discrimination; or
- The date the person became aware of the alleged discrimination; or
- Where there has been a continuing course of discriminatory conduct, the date on which the conduct was discontinued.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event a person makes a verbal complaint of discrimination to a SPBS employee, the Title VI Coordinator or other person authorized to receive complaints on behalf of SPBS, shall interview the person. If necessary, the authorized person will assist the person in writing the complaint for the person or the person's representative to sign.

Internal Complaint Processing

Initial Contact

The Title VI Coordinator or his/her designee will provide complainants with:

- An explanation of their filing options;
- The discrimination complaint process; and
- A Title VI/EJ and Related Statutes Discrimination Complaint Form.

Use of the complaint form is not necessary for the complainant. Rather, it is intended to help the complainant provide enough information to begin processing the complaint.

The Complaint Review Process

1. **Review of Complaint.** The Title VI Coordinator or her/his designee reviews the complaint upon receipt to ensure that relevant information is provided, the complaint is timely, and falls within the agency's jurisdiction.
2. **Investigation Required.** The complaint shall be investigated unless:
 - The complaint is withdrawn.
 - The complainant fails to provide required information.
 - The complaint is filed beyond the 180-day timeframe.
 - The complainant is not part of a protected group.
 - The complaint is determined to be more appropriately under a jurisdiction other than SPBS. If this is the case, the complainant will be directed to the appropriate agency.
3. **Letter.** Upon determination that the complaint warrants SPBS investigation, the complainant is sent a letter, acknowledging receipt of the complaint, and giving the name of the investigator.
4. **Notification of Respondent.** The respondent – the person alleged to have committed the discrimination -- is notified by mail that she/he has been named in a complaint. The letter also includes the investigator's name and informs the respondent that she/he will be contacted for an interview.

Investigation

Investigation Plan

The investigator shall prepare a written plan which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s);
- Basis for the complaint;
- Issues, events or circumstances that caused the person to believe that she/he has been discriminated against;
- Information needed to address the issue;
- Criteria, sources necessary to obtain the information;
- Identification of key people;
- Estimated investigation time line; and
- Remedy sought by the complainant(s).

Conducting the Investigation

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.

- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.

Investigation Reporting Process

- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to Title VI Coordinator or her/his designee for review.
- The Title VI Coordinator or designee reviews the file and investigative report. Subsequent to the review, the Title VI Coordinator makes a final determination of “probable cause” or “no probable cause” and prepares the final decision letter.

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and the Title VI Coordinator’s final decision letter, is forwarded to the Federal Transit Administration, Region 1 Office, within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained on a confidential basis. Records are kept for three years.

Appeals

Complainants who are not satisfied with the agency’s determination as to whether or not there is probable cause that discrimination has occurred, or the steps the agency is taking to resolve the complaint, may appeal to the Maine Human Rights Commission, #51 State House Station, 19 Union Street, Augusta, Maine 04333.

4. South Portland Bus Service Title VI Investigations

There have been no Title VI investigations, complaints or lawsuits filed with the agency during the past three calendar years (2014- 2017).

5. South Portland Bus Service Public Notice

The City of South Portland, acting by and through its Bus Service (“SPBS”), hereby gives the public notice of its policy to uphold and assure full compliance with Title VI of the Civil Rights Act of 1964 and all related statutes and guidelines. Title VI and related statutes and guidelines prohibiting discrimination in federally assisted programs require that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice regarding SPBS transit system has the right to file a formal complaint with SPBS. Any such complaint must be in writing and submitted to the SPBS Title VI Coordinator within one hundred eight (180) days following the date of the alleged occurrence. For more information regarding civil rights complaints, please contact:

Title VI Coordinator
South Portland Bus Service
25 Cottage Road
P.O. Box 9422
South Portland, ME 04116-9422

207-767-5556

6. Approval of Plan

The City Council of the City of South Portland conducted a Public Hearing on February 20, 2018 to hear public comment on this Plan. All relevant comments expressed by the public and City Councilors have been incorporated into this Plan.

The City Council formally approved this plan at a Meeting on February 20, 2018 per Certification attached hereto.



**York County Community Action
Transportation Program
Title VI Notice To The Public**

York County Community Action Corporation is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and relevant guidance. The Agency assures that no person in the United States shall, on the grounds of race, color or nation origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

To request additional information on York County Community Action Corporation's Title VI policy, please contact York County Community Action Corporation:

Director of Human Resources
6 Spruce Street
Sanford, ME 04073
207- 459-2958 or 1-800-965-5762.