

MEMORANDUM OF AGREEMENT

I – Parties

The parties to this Memorandum of Agreement (“MOA” or “Agreement”) are the Estuary Transit District (aka Nine Town Transit, hereafter referred to as ETD) and the Middletown Transit District (aka Middletown Area Transit, hereafter referred to as MAT. The parties have discussed the substance of this Agreement with officials from the Connecticut Department of Transportation (hereafter referred to as CTDOT), and this Agreement is conditional upon support necessary from CTDOT as referenced in various sections.

II – Intent

The intent of this Agreement is to formalize the Parties’ commitment to prepare for and effect the equivalent of a merger of MAT and ETD by the MAT member municipalities withdrawing from MAT resulting in the cessation of MAT, the joining of MAT’s member municipalities into ETD, the transfer of MAT’s assets and transit operations into the existing ETD structure, and to implement other recommendations for Scenario 3 in the Lower Connecticut River Valley Transit Study (hereafter referred to as LCRV Transit Study) prepared for River COG.

III – Transition Provisions

The following transition provision will apply during the period from the date of the execution of this Agreement through July 1, 2022, or such other time as may be necessary to fulfill and complete the intent of this Agreement.

- A. The parties intend that by no later than October 31, 2021, the member municipalities of MAT will vote to withdraw from MAT and request to join ETD pursuant to Connecticut General Statute 70-237b. ETD’s Board of Directors shall vote within 30 days after the last MAT member municipality votes to join ETD approving the former MAT member municipalities as ETD members.
- B. For as long as necessary prior to establishing the expanded ETD, the MAT and ETD Boards of Directors shall continue to govern their respective operations.
- C. For as long as necessary prior to establishing the expanded ETD, MAT and ETD staff shall continue to report to the Executive Director (ED) of ETD, pursuant to a staff-sharing agreement between the Transit Districts.
- D. For as long as necessary, existing contracts of both Transit Districts shall remain in place, including, but not limited to, First Transit, legal counsel, audit services, insurance, and Teamsters Local 671.
- E. During the transition period prior to MAT’s member municipalities joining ETD, revenues, expenses, and other assets or liabilities of MAT and ETD shall not be commingled, and there will continue to be separate sets of books kept.
- F. Prior to MAT’s member municipalities joining ETD, fund balances will remain with the respective Transit District.

- G. For as long as necessary, CTDOT and the Federal Transit Administration (FTA) shall continue to fund operations of both MAT and ETD as separate agencies, consistent with past practices under separate Transit Operating Documents (TOD's) and grants.
- H. For as long as necessary prior to establishing the expanded ETD, the ED will continue to report to both Boards of Directors.
- I. For as long as necessary prior to establishing the expanded ETD, the Director of Finance for ETD will continue to oversee finances of MAT, pursuant to a staff-sharing agreement between the Transit Districts.
- J. For as long as necessary, local operating funds shall be designated and used only for the respective operations of ETD and MAT.
- K. Each Transit District shall be responsible for any remediation due to any financial audit, FTA audit, or other audit.
- L. ETD and MAT may enter into such other agreements as are necessary to ensure a smooth and efficient transition as the Boards of Directors for ETD and MAT may approve and agree.
- M. New By-Laws for ETD shall be developed and shall be subject to approval by the MAT and ETD Boards of Directors prior to the MAT member municipalities joining ETD and which shall become effective upon the expanded ETD Board of Directors approving such By-Laws.

IV – Governance

- A. Appendix A includes the list of municipalities that are voting members of MAT and ETD as of the date this MOA is executed which shall become members of the expanded ETD when the MAT member municipalities join in accordance with Chapter 103a of the Connecticut General Statutes, as amended. Appendix A is incorporated into this MOA.
- B. Chapter 103a of the Connecticut General Statutes, as amended, shall govern the expanded ETD Board of Directors composition, appointment of Directors, and voting by the Board of Directors.

V – Staffing

- A. There are no expected adverse impacts as a result of this MOA for staff employed by MAT and ETD as of the date this MOA is executed.
- B. Proposed Staffing Organization Charts during transition and after expansion occurs are included as Appendix B and incorporated in this MOA.
- C. The Parties anticipate TOD's from CTDOT for the new HR/Payroll Manager, Grants and Procurement Specialist, and Lead Supervisor positions to be approved as of the date the Transit Districts accept a letter from CTDOT defining the Department's proposed obligations to implement the expanded ETD. The Parties also anticipate funding from CTDOT for other new positions consistent with the SCR V Transit Study Staffing Cost Model for Scenario 3 which is included as part of Appendix C and incorporated in this MOA.
- D. Personnel policies and procedures shall be consistent for all staff of the expanded ETD. The Parties anticipate funding from CTDOT to cover increased costs associated with making personnel policies uniform and consistent.

VI – Finances

- A. Fund balances of MAT and ETD shall become and thereafter shall remain assets of the expanded ETD, effective as of the date MAT member municipalities join ETD.
- B. The cost of contributions by member municipalities as of the date this MOA is executed shall not increase as a result of the MAT member municipalities joining ETD during the first year of the expanded ETD, and shall only be set following the MAT member municipalities joining ETD only by action of the Board of Directors of the expanded ETD. It is not expected that local match contributions will need to change as a direct result of the expanded ETD itself. However, the cost of new hires beyond those recommended by the LCRV Transit Study and/or service improvements may result in an increased operating budget and may require a proportional increase in local match contributions.
- C. MAT capital assets and grants shall transfer to the expanded ETD, subject to any required approvals by FTA or any other necessary governmental body.
- D. The Parties understand that CTDOT will consider any and all former outstanding financial obligations of MAT to be satisfied when ETD votes to accept former MAT member municipalities as new member of ETD.
- E. The parties anticipate that the expanded ETD will be eligible for any financial or other benefit that would have been provided both to MAT and ETD had each remained separate.
- F. The parties do not anticipate any diminution of State or Federal funding for the expanded ETD when compared to the funding received by MAT and ETD prior to the MAT member municipalities joining ETD, but that this is necessarily subject to the availability of State and Federal appropriations.

VII – Operations and Service

- A. Scheduled revenue hours of service shall remain at the levels budgeted by MAT and ETD as of the date this MOA is executed, unless changed by the respective Board(s) of Directors.
- B. Except as provided by the staff-sharing agreement between MAT and ETD, MAT and ETD personnel shall continue to operate the respective services of MAT and ETD until the MAT member municipalities join ETD, and thereafter except for changes approved by the expanded ETD Board of Directors.
- C. Any cost savings achieved through service changes or efficiencies in the operations of the expanded ETD following the date this MOA is executed shall remain with the expanded ETD so that such funds shall be used to enhance service.

VIII – Facilities

- A. The parties anticipate a Facility Master Plan to be completed by CTDOT by July 1, 2022. The parties understand the Master Plan will incorporate Facility Alternative 3 from the

LCRV Transit Study as shown in Appendix C which is made part of this MOA. Specific elements of the Master Plan will include the following:

1. Expansion of the facility at 91 North Main Street in Middletown to increase functionality for operations management and vehicle servicing;
 2. Construction of a new shared vehicle maintenance facility in Middletown to provide in-house vehicle maintenance functions for the expanded ETD; and
 3. Construction of a new satellite facility at a shoreline location for dispatch and staging of vehicles (see Section C below).
- B. The parties will coordinate with CTDOT to prepare a timeline for property acquisition and capital programming in the State Transportation Improvement Program.
- C. The parties anticipate that CTDOT will evaluate the site in Westbrook, CT that was identified in the LCRV Transit Study as a satellite facility to determine its availability and whether it meets necessary requirements. If so, the parties anticipate that CTDOT will program capital funding sources by September 30, 2021, for acquisition of the property. In the event it is determined that the Westbrook site is not available or does not meet the necessary requirements, the parties understand that CTDOT will perform another site selection process for an alternative site in the Old Saybrook/Westbrook area. Such site selection would be completed within 12 months of the latter determination, with land acquisition activities to commence upon selection.
- D. The parties anticipate that CTDOT will provide capital funding for land acquisition, site preparation, design, and construction of new facilities, capital funding for design and construction of renovated facilities, and increased operating funds as necessary to maintain new/renovated facilities.
- E. The parties do not anticipate the cost of environmental remediation at the sites for new construction or renovation, if any, will be borne by MAT, ETD, or the expanded ETD and their member municipalities.

IX –One-Time Studies and Capital Projects

The LCRV Transit Study identified several one-time studies and capital projects (in addition to facilities construction/renovation) as shown in Appendix C. The parties anticipate funding for these activities by CTDOT and to coordinate with CTDOT on a timeline for their undertaking. The parties anticipate CTDOT programming future funding to implement capital projects (in addition to facilities construction/renovation) for the expanded ETD.

XII – Oversight

The parties agree to appoint an Expansion Oversight Committee upon execution of this MOA. Members of this committee shall include one member appointed by the Chair of ETD, one member appointed by the Chair of MAT, and the Executive Director of ETD. The committee will coordinate regularly with CTDOT officials to review progress on the various activities outlined in this MOA. The committee members will report to their respective Transit Districts and will make recommendations as necessary and appropriate to resolve such issues as may arise.

In the event either party to this MOA is unable or unwilling to fulfill its responsibilities, or if anticipated support from CTDOT is not forthcoming on a timely basis, it is agreed that progress on the expansion shall halt until such time as issues are resolved.

XIII – MOA Appendices

- Appendix A: List of Member Municipalities
- Appendix B: Staffing Organization Charts
- Appendix C: Excerpts from the LCRV Transit Study

XIV – Signatories

For Estuary Transit District

For Middletown Transit District

Leslie Strauss, Chair

Joseph Somalis, Chair

Date: _____

Date: _____