Individual Station Report

Derby/Shelton

CONTENTS: Stakeholder Interview Customer Opinion Survey Parking Inventory & Utilization **Station Condition Inspection** Lease Narrative and Synopsis Station Operations Review **Station** Financial Review



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Prepared to Connecticut Department of Transportation

Submitted by Urbitran Associates, Inc.

July 2003

Stakeholder Interview

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Prepared to Connecticut Department of Transportation

Submitted by Urbitran Associates, Inc.

Derby and Ansonia

A joint meeting was held at the Valley Regional Planning Agency with staff of the agency and a representative of Derby. Ansonia asked to be represented by the VRPA Executive Director. Derby holds a lease with CDOT for the station and parking, and in turn the city sublets the building to the Valley Regional Planning Agency, which occupies offices there. There is not written agreement between the City and VRPA. VRPA then has a sublease agreement with a vendor operating a coffee shop in the building. The State has a small Department of Motor Vehicles office in the building as well, which is perceived as a benefit to the Valley community. Congressman Maloney pays a small sum to use one of the conference rooms once a week for three hours.

VRPA is responsible for maintenance of the interior space, although CDOT helps pay for any significant repairs such as carpeting, a boiler, or other capital replacements. Therefore, VRPA is truly doing routine operations and maintenance on a day to day basis. The coffee shop staff maintains the waiting room in exchange for free rent. This is deemed mutually beneficial, as it gives the station an on-site presence, provides customers with some amenities, and keeps the area clean on a regular basis. They feel that the platform needs better maintenance. Overall they are pleased with the response they get from CDOT staff, but feel that a lot of the arrangements are done on a personality basis and not via the contractual relationship.

The City is happy with the lease arrangement with CDOT. The City plows, maintains plantings, and maintains the parking lot, although CDOT provides grants when major repairs are needed. Parking is free. There are 96 CDOT spaces in the lot, and parking is plentiful.

There are no revenues so there is no reinvestment fund. The City does spend some money on maintenance and upkeep, but there is no rail line item in the City budget. CDOT provides grants when non-routine items are needed, as described above.

The City may have some desire in its long range planning to use this location to create a full

scale intermodal center. At present, the site is used by the railroad, CT Transit, Greater Bridgeport Transit, and Valley Transit, and also houses the DMV office. Depending upon the development of such a plan, the RPA may or may not stay in the building. The overall plan would stress transportation, and would not be perceived as a major retail or office site, as that would compete with the city's plans for Main Street redevelopment.

The biggest single issue is the future of the Waterbury Branch itself, and the constant fear that the service will be terminated in the near future. The feeling is that fear alone depresses ridership and the potential of the line. Other local problems include better security and enforcement to reduce loitering, particularly after 6 PM when the station building is closed; and track trash and brush that needs cutting along the tracks.

Just as in Beacon Falls, the City representative spoke of the influx of residents who work in South Western Connecticut, and the increase in white collar commuters who might use an improved rail service. The city is considering more residential development around the station, which would further enhance the plan for an intermodal terminal.

Regarding Ansonia, the only issue raised was the desire to have an indoor waiting area at the Station, and better signage and trailblazing to make the community aware of rail service in general.

Parking Inventory and Utilization

U	R	В	I	т	R	Α	Ν	R	Е	Ρ	0	R	Т



Prepared to Connecticut Department of Transportation

Submitted by Urbitran Associates, Inc.

Derby/Shelton

The Derby/Shelton Rail Station has a surface lot with 75 spaces. The station has 70 daily spaces and 5 spaces that are designated as handicapped. The usage rate for the Derby/Shelton lot was 38.7%. The lot is utilized for the local planning agency and transit district, so it must be assumed that a percentage of the cars at the lot were there for these purposes.

Parking Area Ownership

The State of Connecticut owns all of the parking at the Derby/Shelton Rail Station. Figure 38 maps the lot location and ownership.

Fee Structure

Parking at the Derby/Shelton Rail Station is free.

Table 38 presents specific information on parking at the Derby/Shelton Rail Station.

Туре	Capacity	Vehicle Count	Utilization	Ownership
Permit	0	0	N/A	
Daily	70	29	41.4%	
Handicap	5	0	0.0%	state
TOTAL PARKING	75	29	38.7%	

Table 38: Derby/Shelton Rail Station Parking Capacity and Utilization

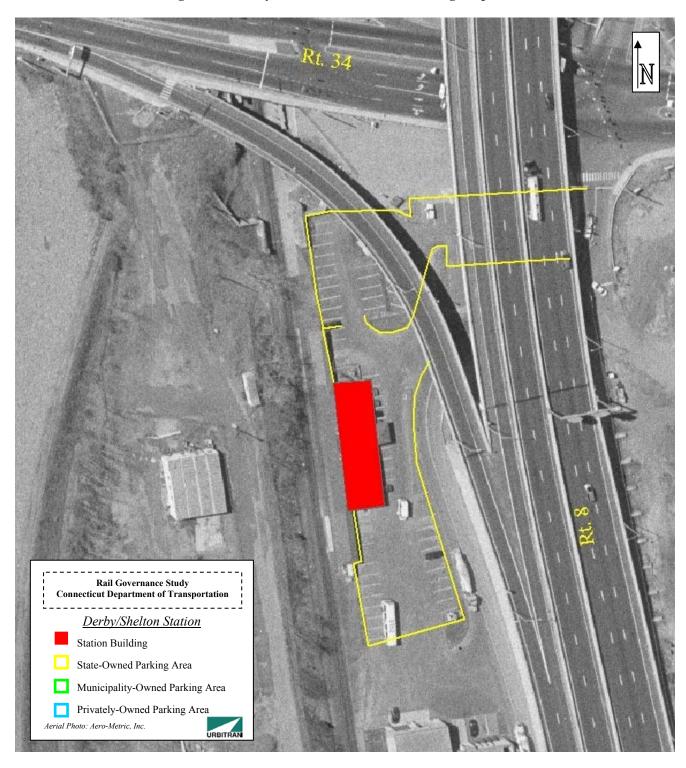


Figure 38: Derby/Shelton Rail Station Parking Map

Station Condition Inspection

U	R	В	I	Т	R	Α	Ν	R	Ε	Ρ	Ο	R	Т



Prepared to Connecticut Department of Transportation

Submitted by Urbitran Associates, Inc.

CONNECTICUT DEPARTMENT OF TRANSPORTATION



CONDITION INSPECTION FOR THE DERBY / SHELTON STATION

GENERAL RECOMMENDATION 3

PREPARED BY: URBITRAN ASSOCIATES, INC. DATE: 7/3/02

CONN. DEPT OF TRANSPORTATION STATION INSPECTION

INSPECTION RATING SCALE

The following rating scale is used for inspections:

- **1-** Totally deteriorated, or in failed condition.
- **2-** Serious deterioration, or not functioning as originally designed.
- **3-** Minor deterioration, but functioning as originally designed.
- 4- New condition. No deterioration.
- 5- Not applicable.
- 6- Condition and/or existence unknown.

STATION:	Derby/Sheltor	<u>ו</u>		
LINE:	Waterbury			
INSPECTION	ON DATE:	11-17-01		
INSPECTION	ON AGENCY /	FIRM:	UA	
INSPECTO)RS: <u>JFS, WV</u>	, RGW		
WEATHER	: Sunny			

 CONN. DEPT OF TRANSPORTATION

 STATION INSPECTION REPORT

 SHEET
 1
 OF
 21

			PLAT	FOR	M ELE	MEN	Т					CAN	OPY		SUPER-	FOUNDATIONS		
	<u> </u>			-											STRUCTURE			
SPAN NO.	L RAILING	RAILING PAINT	6 STAIRS	SINIC 4	TOP OF PLATFORM	9 BENCHES	SIGN / BILLBOARD	& WARNING STRIP	♥ PLATFORM EDGE RUBBING BOARD	PEDESTRIAN TUNNEL	COLUMNS OVERALL	COLUMN BASE @ PLATFORM	5 ROOF FRAMING ELEMENTS	ROOFING MATERIAL	15 DOUBLE TEE	16	1 FOOTING	B EROSION / SCOUR
1	5	5	5	5	2	5	5	5	5	5	5	5	5	5	5	5	5	5
2	5	5	5	5	2	5	3	2	5	5	3	3	3	3	5	5	5	5
3	5	5	5	5	2	5	5	2	5	5	5	5	3	3	5	5	5	5
4	5	5	5	5	2	3	3	2	5	5	3	3	3	3	5	5	5	5

STATION: Derby/Shelton	CONN. DEPT OF TRANSPORTATION
LINE: Waterbury	STATION INSPECTION REPORT
INSPECTION DATE: <u>11-17-01</u>	SHEET <u>2</u> OF <u>21</u>
INSPECTION AGENCY / FIRM: UA	
INSPECTORS: JFS, WV, RGW	
WEATHER: Sunny	
PARKING ELEMENTS	
QUADRANT # 1	
TYPE OF SURFACE: asphalt x PAVED; OTHER (DESCRIBE)	GRAVEL;DIRT;
CONDITION OF PAVED SURFACE: 4	
CONDITION OF STRIPING: 3	
CONDITION OF BASIN / DRAINS / ETC: 4	
(FOR LOCATION SEE SHEET: <u>see sketch</u>)	
SIGNAGE: 4	
FENCE AND GUARDRAIL: 5	
LANDSCAPE: 3	
SIDEWALK: 5	
CURB: 5	
QUADRANT # II	
TYPE OF SURFACE: asphalt x PAVED;OTHER (DESCRIBE)	GRAVEL;DIRT;
CONDITION OF PAVED SURFACE: 4	
CONDITION OF STRIPING: 4	
CONDITION OF BASIN / DRAINS / ETC: 4 (FOR LOCATION SEE SHEET: see sketch)	
SIGNAGE: 4	
FENCE AND GUARDRAIL: 5	
LANDSCAPE: 3	
SIDEWALK: 5	
CURB: 5	

STATION: Derby/Shelton	CONN. DEPT OF TRANSPORTATION
LINE: Waterbury	STATION INSPECTION REPORT
INSPECTION DATE: 11-17-01	SHEET 3 OF 21
INSPECTION AGENCY / FIRM: UA	
INSPECTORS: JFS, WV, RGW	—
WEATHER: Sunny	

PARKING ELEMENTS

	QUADRANT # III
TYPE OF SURFACE	asphalt x PAVED;GRAVEL;DIR OTHER (DESCRIBE)
CONDITION OF PAV	ED SURFACE:4
CONDITION OF STR	IPING: 4
CONDITION OF BAS (FOR LOCATION SE	IN / DRAINS / ETC:4 E SHEET:see sketch)
SIGNAGE:	4
FENCE AND GUARE	RAIL:4
LANDSCAPE:	3
SIDEWALK:	5
CURB:	5

CONN. DEPT OF TRANSPORTATION STATION INSPECTION REPORT SHEET <u>4</u> OF <u>21</u>

PLATFORM --- LIGHTING

Span Number	Fixture Type	Manufacturer	Model Number	Rating	Support Condition	Estimated Age/Life(y/y)	Visual Condition
all	HID-HPS	Holophane	unknown	3	3	0 ()) /	minor deterioration
Remarks	18.8 fc.	tion of the platfor					
	The platform	luminaires appea	ar to be operati	ng satisfactory	, but the lense	es are yellowin	g.

PLATFORM --- LIGHTING LEVELS (fc)

TRACKS{																		
	see r	rema	rks	see	rema	rks		avg 18.8		see	rema	arks	see	rema	arks	see	rema	arks
		NORTHBOUND/SOUTHBOUND PLATFORM																

Derby-Shelton
New Haven-Waterbury Branch
February 11, 2002
Parsons Brinckerhoff
Jim Connell & Dave Lang
A.M.
Cold and Clear

CONN. DEPT OF TRANSPORTATION STATION INSPECTION REPORT SHEET _____5_OF ___21___

PLATFORM ---- SERVICE

unknown	Type of 3 phase co	Delta	n/a	Wye	n/a		
	Method of Entranc	e	Overhead	n/a	Underground	Х	
unknown	Origin of Service	Pole	n/a	Transformer	n/a		
	Code Compliant		Yes	Х	No	n/a	
unknown	Pole Number & Street	Wire Sizes	unk	nown			
Remarks: The power source to the platform originates from the station building, we were unable to gain access to the building to verify the number of circuits to the platform.							
	unknown unknown to the platfo	Method of Entrance unknown Origin of Service Code Compliant unknown Pole Number & Street to the platform originates from	Code Compliant unknown Pole Number N/A & Street Vice to the platform originates from the station but	Method of Entrance Overhead unknown Origin of Service Pole Code Compliant Yes unknown Pole Number N/A & Street N/A to the platform originates from the station building, we wer	Method of Entrance Overhead n/a unknown Origin of Service Pole n/a Code Compliant Yes X unknown Pole Number N/A Wire Sizes unknown & Street vire Street vire Street vire Street vire Street	Method of Entrance Overhead n/a Underground unknown Origin of Service Pole n/a Transformer Code Compliant Yes X No unknown Pole Number N/A Wire Sizes unknown & Street Verhead N/A Wire Sizes unknown to the platform originates from the station building, we were Verhead Verhead Verhead	

PLATFORM --- ELECTRICAL SYSTEMS

Electrical Device	Manufacturer	Model Number	Rating	Location	Estimated Age/Life(y/y)	Visual Condition
Main Distribution Panel	n/a	n/a	n/a	n/a	n/a	n/a
Main Disconnect Switch	n/a	n/a	n/a	n/a	n/a	n/a
Transformer	n/a	n/a	n/a	n/a	n/a	n/a
Receptacles	n/a	n/a	n/a	n/a	n/a	n/a
Grounding	unknown	unknown	unknown	unknown	unknown	unknown
Lighting Controls	unknown	unknown	3	platform	15/ 20	minor deterioration
Public Telephone	unknown	unknown	n/a	platform	unknown	operational
Station Telephone	n/a	n/a	n/a	n/a	n/a	n/a
Remarks:						

STATION: Derby-Shelton

CONN. DEPT OF TRANSPORTATION STATION INSPECTION REPORT SHEET <u>6</u> OF <u>21</u>

INSPECTORS: Jim Connell & Dave Lang

DATE: February 11, 2002

STATION PLATFORM --- ELECTRICAL AND LIGHTING SUMMARY

The power source for the electrical equipment comes from a panelboard in the station building. The condition of this panelboard is unknown as the station building was excluded from our inspection. There were no receptacles or other non-lighting electrical equipment located on the platform.

The IESNA recommends lighting levels to average at least five footcandles for railroad station platforms and this station platform measured 18.8 foot-candles. Although light levels exceed the minimum, the light fixture lenses are discoloring because of the lamps heat, ultra violet rays from the sun, and the lamps ultra violet. This discoloration is reducing the light level of the fixtures and also reducing the physical strength of the lens against vandalism. We recommend that the lenses of the fixture be replaced to better replicate the characteristics of the manufacturers' design.

Derby/Shelton
New Haven - Waterbury Branch
February 11, 2002
Parsons Brinckerhoff
D. Lang
A.M.
Cool & Clear

CONN. DEPT OF TRANSPORTATION STATION INSPECTION REPORT SHEET __7__OF __21___

PLATFORM - PLUMBING

SPAN NO.	GUTTER	DOWNSPOUT/ PIPING	CLEAN-OUTS	SPAN NO.	GUTTER	DOWNSPOUT/ PIPING	CLEAN-OUTS
				110.			
No autte	rs or downspo	outs					

PLATFORM - FIXTURES--N/A

SPAN #:	
MODEL:	
YEAR:	
MANUFACTURER:	
CONDITION:	

SPAN [#] :
MODEL:
YEAR:
MANUFACTURER:
CONDITION:

STATION: <u>Derby/Shelton</u>	CONN. DEPT OF TRANSPORTATION STATION INSPECTION REPORT SHEET <u>8</u> OF <u>21</u>
INSPECTORS: D. Lang	DATE: February 11, 2002
STATION – MECH	IANICAL SUMMARY
The task at the Derby/Shelton station was to ins downspouts on the platform canopy. Gutters ar	spect only the platform. There are no gutters or nd downspouts should be installed.

L

STATION: <u>Derby-Shelton</u> LINE: <u>New Haven-Waterbury Branch</u> INSPECTION DATE: <u>April 3, 2002</u> INSPECTION AGENCY/FIRM: <u>Warren & Panzer Engineers</u> INSPECTORS: <u>Josue Garcia/Bosun Ogunnaike</u> WEATHER: <u>Good</u> CONN. DEPT OF TRANSPORTATION STATION INSPECTION REPORT SHEET 9 of 21

HAZARDOUS MATERIALS INSPECTION

LEAD-BASED PAINT

Note: The LBP inspection was conducted using an RMD LPA-1 spectrum X-Ray Fluorescence Analyzer (XRF). The Department of Housing and Urban Development (HUD) recommend XRF analysis for inspection of lead in paint. XRF readings were taken of surfaces coated with suspect LBP. The XRF was operated in "Quick Mode" for this project. In Quick Mode, the measurement time is determined by the LPA-1 Analyzer to achieve a 95% confidence measurement compared to an action level (1.0 mg/cm2).

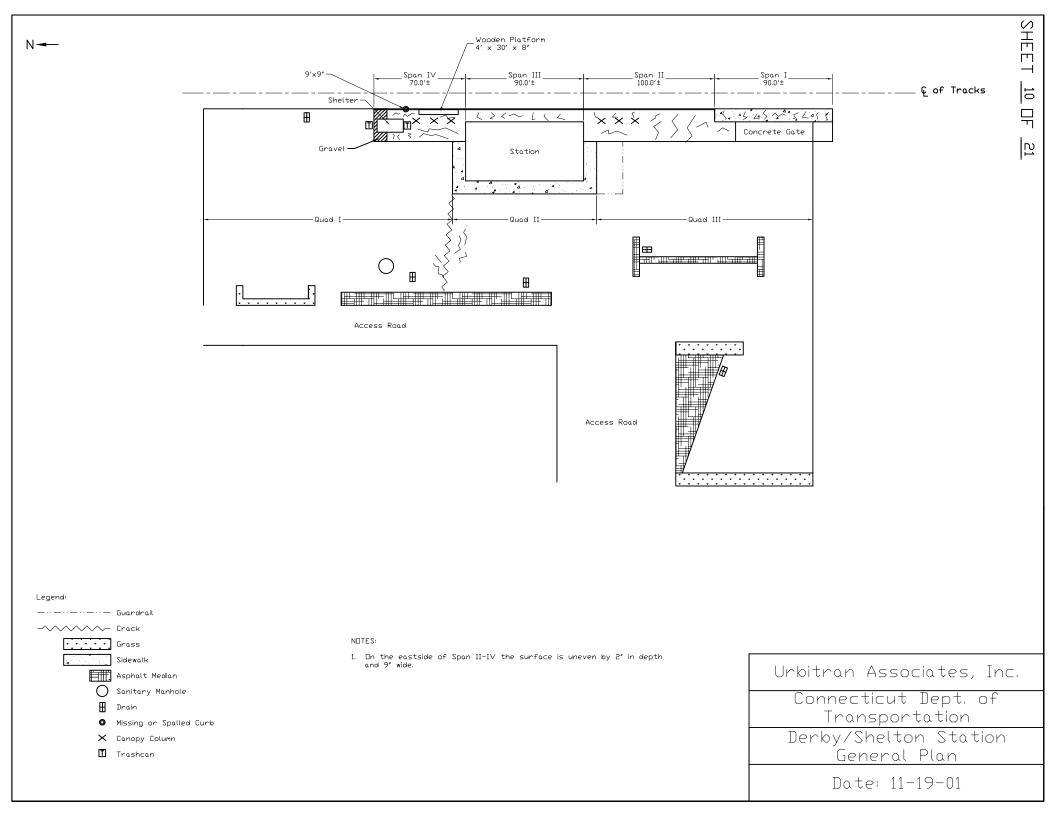
Platform

Surfaces Tested	# of Locations Tested	Lead Presence (>1 mg/cm2)	Rating
Canopy Columns, Beams, Deck and Brackets	6	Yes	3
Platform Warning Strip	5	Yes	2
Metal Column Casings	2	No	3

Lead-Based Paint was found on surfaces noted above. Painted platform warning strip was found to be in poor condition. Other painted surfaces were found to be in fair to good condition. Any future disturbance of the lead-based painted surfaces noted above should be abated by an Environmental Protection Agency/Connecticut Abatement Contractor in accordance with the EPA's 40 CFR 745, HUD's 24 CFR Part 35 and The HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, OSHA's 29 CFR 1926.62, and all other applicable regulations.

SUSPECT ASBESTOS-CONTAINING MATERIALS

No suspect asbestos-containing materials were observed during our site visit.



STATION: Derby/Shelton

CONN. DEPT OF TRANSPORTATION STATION INSPECTION REPORT SHEET <u>11</u> OF <u>21</u>

INSPECTORS: JFS, WV, RGW DATE: 11-17-01

	TINGS	РНОТО	REMARKS:
NEW	PREV	NO.	
2		9	Span I 5 - The concrete sidewalk contain numerous cracks
2		10	Span II-IV 5 - The asphalt surface is uneven through out the
			spans and contains numerous cracks.
2		11	Span II-IV 8 - The warning strip paint is peeling; there is a
L			elevation difference of 2" between the platform
			curb and the platform
	-	_	
	-	10	On an U.N.C. 4.4. The preist on the conductide of the second size
3		12	Span II-IV 14 - The paint on the underside of the canopy is
			chipped throughout its length
1		13	Span IV NA - Burn holes and scratches are present in the windows
			of the pedestrian shelter.
3	1	14	Quad II Surface - A crack extends the width of the Quadrant.
	-	_	
	-	-	
	1		
	+	1	
	+	+	
	+	+	

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Derby / Shelton Station				
Description	Units	Quantity	Price / Unit	Total Cost
Replace the platform				
-Remove concrete sidewalk	yd ³	17.00	\$30.00	\$510.00
-Remove asphalt platform	yd ³	95.00	\$30.00	\$2,850.00
-Install asphalt platform	yd ²	675.00	\$25.00	\$16,875.00
-Install warning strip	ft^2	260.00	\$18.00	\$4,680.00
Removal and repainting the underside of the canopy	ft^2	4000.00	\$18.00	\$72,000.00
Replace the lenses on the canopy luminairies	Each	12.00	\$200.00	\$2,400.00
Installation of gutters and downspouts on the platform	Lump Sum	-	-	\$10,000.00
Miscellaneous (windows/hardware)	Lump Sum	-	-	\$1,000.00
Mobilization / Demobilization (10%)				\$11,031.50
Sub-total				\$121,346.50
Contingency (20%)				\$24,269.30
Grand Total				\$145,615.80
Say				\$146,000.00

Lease Narrative and Synopsis

U	R	В	I	Т	R	Α	Ν	R	Е	Ρ	Ο	R	т



Prepared to Connecticut Department of Transportation

Submitted by Urbitran Associates, Inc.

Urbitran Associates

RAILROAD LEASE AGREEMENT NARRATIVE

STATION NAME: Derby Railroad Station

STATION OWNER:State of Connecticut Department of Transportation (the "State")LESSEE:City of Derby (the "City")

The State and the City entered into this Lease Agreement (the "<u>Lease</u>") in response to the City's request for use of the Derby Railroad Station land, which consists of one parcel containing 1.9 acres, more or less, comprising the Station and parking area. The State and the City have a mutual interest in making the most effective use of the railroad property, and in encouraging the use of mass transportation services.

The term of the Lease, which commenced on November 1, 1999, and is effective to and including October 31, 2009, is ten (10) years, with the City having the right to renew for two (2) additional successive ten (10) year periods of time.

Lessee pays no annual fee to the State, but is required under the Lease to establish a separate account (the "<u>Reinvestment Fund</u>") to accrue surplus funds for the improvement and maintenance of rail station buildings, rail station parking and rail station services. All revenue generated from rail parking, rail-related leases and all other sources derived from the use of the leased properties (including accrued interest), minus mutually agreed upon operating and maintenance expenses, must be deposited annually into the Reinvestment Fund.

The Lease is made subject to the "Standard Railroad Lease Specifications & Covenants" (the "<u>Specifications</u>") dated June 1, 1999. There are no unique provisions (other than the land description and term) in this Lease which distinguish it from those other railroad leases in this study that incorporate the Specifications.

LEASE SYNOPSIS

STATION NAME :	Derby Railroad Station
Lease Documents Reviewed	Lease Agreement (undated draft/ unexecuted copy)
Station Owner	State of Connecticut Department of Transportation (the " <u>State</u> ")
Lessee	City of Derby
Agreement Number	6.30-03(99)
Effective Date of Lease	11/1/99
Term	10 years
Number of Renewal Periods	2 (at Lessee's option)
Renewal Period	10 years each
Number of Lessee Renewals Executed in Prior Years	0
Number of Renewals Remaining	2
Expiration Date of Lease	10/31/09
Recorded?	no information
Number of Parcels	1
Total Acreage	1.9 acres
How Is Revenue Earned?	Rail parking revenue and revenue from other rail-related leases
Are Separate Funds Accounts Required?	Yes. Lessee pays no annual fee to the State, but is required under the Lease to establish a separate account (the " <u>Reinvestment Fund</u> ") to accrue surplus funds for the improvement and maintenance of rail station buildings, rail station parking and rail station services. All revenue generated from rail parking, rail-related leases and all other sources derived from the use of the leased properties (including accrued interest), minus mutually agreed upon operating and maintenance expenses, must be deposited annually into the Reinvestment Fund.
Allowable Direct Costs in Calculating Surplus	Improvement and maintenance of rail station buildings, rail station parking, and mutually agreed upon rail station services.

Allowable Indirect Costs in	Not specified
Calculating Surplus	
Is Sumplus Denosited in Canital	Yes
Is Surplus Deposited in Capital	res
Fund?	
Is Surplus Shared with the State?	Yes
is Surpius Shareu with the State:	105
How Often is Surplus Shared?	In the event there is a surplus in the Reinvestment Fund at
	the end of each 5 year period of the initial term and at the
How Much Surplus is Shared?	end of each 5 year period of the 2 renewal periods
1	thereafter, if any, the State shall receive 50% of said
	surplus.
Are Certified Financial	Yes. See Appendix I.
Statements Required?	res. See <u>Appendix 1</u> .
Statements Required.	
Financial Statement Submission	The City shall have statement(s) of gross revenue prepared
Period	and delivered to the State within 90 days following the
	end of each year of the specified term of the Lease or any
	renewal periods thereafter, or other termination of the
	Lease.
Is Annual Budget Required?	No
15 Minual Dudget Required.	
Is Repayment of Debt Service	No
Required?	
-	
Monthly Debt Repayment	n/a
Amount	
Does State Pay Lessee a Fee?	No
Amount of Fee Due Lessee	
Amount of Fee Due Lessee	n/a
INSURANCE COVERAGE:	
Property Damage Insurance;	The City shall carry Railroad Protective Liability
Bodily Injury Coverage	Insurance for and on behalf of the City, the State, and the
	railroad company as named insureds, providing for
	coverage limits of:
	(1) not less than two million dollars (\$2,000,000) for all
	damages arising out of any one accident or occurrence in
	connection with bodily injury or death and/or injury to or
	destruction of property; and
	(2) an aggregate of six million dollars (\$6,000,000) for all
	injuries to persons or property during the policy period.
Other Required Coverage	n/a
Other Required Coverage	11/ a

Voluntary Coverage	n/a
Is Lessee Self Insured?	
Is Certificate of Coverage on File?	
State Held Harmless?	Yes
Lessee Waives Immunity	Yes
MAINTENANCE:	
Enhance Aesthetic Appearance	Lessee
Not Erecting Signs on Premises	Lessee
Surface Grade Land	Lessee
Install and Maintain Fencing	Lessee
Install Suitable Drainage	Lessee
Ice Snow Control of Sidewalks	Lessee
Install and Maintain Electrical Systems for Lights	Lessee
Sweeping and Cleaning Litter	Lessee
Station Structures	State has the right to inspect the parcel and to repair, maintain, improve or reconstruct any State facility. Lessee performs day-to-day maintenance.
Platform Gutters	Lessee
Fences	Lessee
Drains	Lessee
Signs	Lessee
Platform Lights	Lessee
Equipment	Lessee
Electric and Mechanical Systems	Lessee

Live Rail Facilities	Lessee
Platforms	Lessee
Railings	Lessee
Stairs	Lessee
Platform Shelters	Lessee
Platform Canopy	Lessee
Tunnels	
Baggage Room	Lessee
PARKING:	
Parking Schedule(s)	Lessee has the right to establish and publish a Daily, Weekly, Monthly, Annual and/or periodic Parking-Fee Schedule(s).
Parking Fees	Where there is a charge for parking, the minimum annual parking fee per vehicle is \$100.00. The state reserves the right to review and approve any and all parking fees which exceed this minimum fee.
Nondiscrimination Clause	See <u>Appendix II</u> .
COSTS OF LEASEHOLD:	
Taxes Paid by	Lessee
Water	Lessee
Electricity	Lessee
Other Public Utilities	Lessee
Gas	
Sewer	
Owns Title to Property	State
Owns Title to Capital Improvements	State
Is Subleasing Allowed?	Not without prior written approval by the State and the appropriate Federal Regulatory Agency

Can Lease be Sold or Assigned?	The leased property shall not be assigned without prior written approval by the State.
Is Security Bond Required?	No
If so, the Amount	n/a
OTHER:	
Is there a Lease to CT Transit?	No
Termination	The State may terminate this Lease upon one year's notice to the Town for reasons of default or if the property is needed for transportation related purposes.
Employment/Non Discriminatory Requirement	Yes
Miscellaneous	Lease is made subject to the "Standard Railroad Lease Specifications & Covenants," dated 6/1/99.

Station Operations Review

U	R	В	I	Т	R	Α	Ν	R	Ε	Ρ	Ο	R	Т



Prepared to Connecticut Department of Transportation

Submitted by Chance Management

Under Contract to Urbitran Associates, Inc.

DERBY Derby-Shelton Station

The Director of Development, Richard Dunne, explained that there is no charge for parking at the station, in order to encourage use of the rail line. Mr. Dunne indicated that the low ridership is because the trains do not run on a convenient schedule for the working community that might use it otherwise. The station is part of an intermodal hub, with connections on site to Valley Transit, Connecticut Transit, and Greater Bridgeport Transit buses.

Agreements

There is a lease agreement with the City for the State-owned property at the rail station. There is no annual rental fee. The City established a separate account to accrue surplus funds to be reinvested into the property. However, the City does not charge any parking fees to rail commuters. The City also does not charge rent to the tenants of the rail station.

The Valley Regional Planning Agency (RPA) sublets the railroad station from the City for one dollar per year. The RPA, which occupies fifty percent of the space, sublets about twenty-five percent of the space to the Department of Motor Vehicles at no charge and another twenty-five percent to Arpie's Coffee Shop. All lessees pay for their portion of utilities and occupancy costs. Arpie's is responsible to maintain the inside commuter waiting room for the rent-free space.

Organizational Structure

According to officials from the Valley Regional Planning Agency and the City of Derby, there is no "chain of command" in the operations of this station.

Derby-Shelton Station



Operating Procedures

The City maintains the building and the surrounding grounds and carries the insurance as listed in the lease agreement. The Director of Development, Richard Dunne, handles the outside grounds and parking lots. The Executive Director of the Valley Regional Planning Agency (RPA), Richard Eigen, attends to the building needs. Arpie's is responsible for maintaining the inside commuter waiting room for the rent-free space. The State pays for all capital improvements.

Procedure	Responsible Party
Opening and Closing of Station	City, Development Department
Housekeeping Inside Station	Arpie's
Housekeeping Outside Station	City- no specific department
Daily Maintenance	City- no specific department
Preventative Maintenance	City- no specific department
Landscaping	City, Development Department
Security	N/A
Customer Service	N/A
Tenant Performance	N/A
Parking Enforcement	N/A
Parking Fees and Permits	N/A
Parking Operation Maintenance	City- no specific department

Station Financial Review

U	R	В	Т	R	Α	Ν	R	Ε	Ρ	Ο	R	т



Prepared to Connecticut Department of Transportation

Submitted by Seward and Monde

Under Contract to Urbitran Associates, Inc.

DERBY FINANCES

ACCOUNTING ENTITY / BASIS

There is no separate fund used to manage this property. However, there is a lease agreement with the State whereby the City of Derby agreed to establish a separate account to accrue surplus funds to be reinvested in the property. A parking operation has not been initiated. Any costs associated with the station building and parking incurred by the City is commingled with municipal operations in the City's general fund, which would be accounted for on the modified accrual basis.

FINANCIAL REPORTING TO STATE

There is no financial reporting to the State by the City because there is no rental or feefor-parking operations being conducted by the City. The property is maintained by the State primarily through the Metro-North service agreement (see below) and the City provides some services.

REVENUES

There is currently no charge for parking or rent from occupants of the station building. No revenues are derived other than possibly advertising at the platforms derived through the Metro-North service agreement.

EXPENSES

The City provides maintenance to the station building and grounds and carries the required insurance. The station-building tenants each pay for their own occupancy costs. Outside platform lighting is paid by the State through the Metro-North service agreement.

Metro-North and ConnDOT – The State also incurs station expenses through its service agreement with Metro-North / Metropolitan Transit Authority. These expenses are accounted for by Metro-North and included in the charge to the State. The expenses generally relate to maintaining the platform at each station. Metro-North performs cyclical maintenance and on-call repairs and maintenance as needed. Metro-North is also responsible to maintain any ticketing area on railroad property. Such costs have been identified and included in the financial presentation.

The Metro-North service agreement also provides that the State pay for the allocated cost of station maintenance forces. These allocated indirect costs have not been included in the financial presentation.

The local government is not in direct control of the services rendered by Metro-North. These services are controlled by the service agreement. The service agreement is outside of any arrangement or agreement with the local government.

ConnDOT also incurs expense for its administrative oversight of the operating leases and the physical properties. These expenses were not compiled or presented in the financial presentation.

FINANCIAL PRESENTATION IN COMPARISON TO THE PARKING INVENTORY

A parking inventory and utilization report is presented separately as Task 2 in this study. Since all railroad parking is free, there is currently no financial reporting to the State. The finances shown herein are the State's cost for Metro-North general maintenance of the platforms as previously explained. The parking inventory only covers the spaces leased to the City by the State.

DERBY RAILROAD STATION AND PARKING OPERATIONS

				AR 1990	6				YEAR 199	7	
			AGREEMENT			0/			AGREEMENTS		0/
REVENUES	LOCAL	<u>GOV'T</u>	METRO-NO	<u>RTH</u>	TOTAL	<u>%</u>	LOCAL G	<u>OV'T</u>	METRO-NORTH	TOTAL	<u>%</u>
PARKING	\$	-	\$	- \$	-	0.0%	\$	-	\$-\$	-	0.0%
RENTS		-		- '	-	0.0%		-	-	-	0.0%
INVESTED FUNDS		-		-	-	0.0%		-	-	-	0.0%
OTHER		-		-	-	0.0%		-	-	-	0.0%
	\$	-	\$	- \$	-	0.0%	\$	-	\$ - \$	_	0.0%
STATION. PLATFORMS AND PARKING EXPENSES REPAIRS AND MAINTENANCE UTILITIES RENT SECURITY INSURANCE AND CLAIMS GENERALLY CLASSIFIED EXPENSES (INCLUDING UNSPECIFIED -	\$	-	•	,176 \$,600 - - -	2,176 4,600 - -	31.2% 66.0% 0.0% 0.0% 0.0%	\$	- - -	\$ 2,946 \$ 4,380 - - - -	2,946 4,380 - - -	40.2% 59.8% 0.0% 0.0% 0.0%
DIRECT, -INDIRECT, - ADMINISTRATIVE , -AND GENERAL ALLOCATIONS) CONNECTICUT SALES TAX		-		191 -	191 -	2.7% 0.0%		-	-	-	0.0% 0.0%
	\$	-	\$ 6	,968 \$	6,968	100.0%	\$	-	\$ 7,326 \$	7,326	100.0%
<u>NET PROFIT (LOSS)</u>	\$	-	\$ (6	,968) \$	(6,968)		\$	-	\$ (7,326) \$	(7,326)	

LOCAL GOVERNMENT'S RAILROAD FUND

ACCUMULATED SURPLUS (DEFICIT) LESS - LOCAL GOVERNMENT'S SHARE	\$ - 	\$ -
NET AVAILABLE RAILROAD FUND SURPLUS (DEFICIT)	FREE LOTS, NO SURPLUS	FREE LOTS, NO SURPLUS
STATE'S AVAILABLE SHARE @ 50%	FREE LOTS, NO SURPLUS	FREE LOTS, NO SURPLUS

DERBY RAILROAD STATION AND PARKING OPERATIONS

		YEAR 1998								YEAR 1999)		
	OPE	OPERATING AGREEMENTS					OPERATING AGREEMENTS						
REVENUES	LOCAL	GOV'T	METRO-N	ORTH	I	<u>IOTAL</u>	<u>%</u>	LOCA	L GOV'T	METRO-	NORTH	TOTAL	<u>%</u>
PARKING	\$	-	\$	- :	\$	-	0.0%	\$	-	\$	- \$	-	0.0%
RENTS		-		-		-	0.0%		-		-	-	0.0%
INVESTED FUNDS		-		-		-	0.0%		-		-	-	0.0%
OTHER		-		-		-	0.0%		-		-	-	0.0%
	\$	-	\$		\$		0.0%	\$	-	\$	- \$	-	0.0%
STATION, PLATFORMS AND PARKING EXPENSES REPAIRS AND MAINTENANCE UTILITIES RENT SECURITY INSURANCE AND CLAIMS GENERALLY CLASSIFIED EXPENSES (INCLUDING UNSPECIFIED -	\$	- - -		1,003 3,057 - - -	\$	1,003 3,057 - - -	24.6% 75.0% 0.0% 0.0% 0.0%	\$	- - -	\$	2,479 \$ 3,881 - - -	2,479 3,881 - - -	36.7% 57.4% 0.0% 0.0% 0.0%
DIRECT, -INDIRECT, - ADMINISTRATIVE , -AND GENERAL ALLOCATIONS) CONNECTICUT SALES TAX		-		16 -		16 -	0.4% 0.0%		-		399 -	399 -	5.9% 0.0%
	\$	-	\$	4,076	\$	4,076	100.0%	\$		\$	6,760 \$	6,760	100.0%
<u>NET PROFIT (LOSS)</u>	\$	-	\$	(4,076)	\$	(4,076)		\$	-	\$	<u>(6,760)</u> \$	(6,760)	

LOCAL GOVERNMENT'S RAILROAD FUND

ACCUMULATED SURPLUS (DEFICIT) LESS - LOCAL GOVERNMENT'S SHARE	\$ - 	\$
NET AVAILABLE RAILROAD FUND SURPLUS (DEFICIT)	FREE LOTS, NO SURPLUS	FREE LOTS, NO SURPLUS
STATE'S AVAILABLE SHARE @ 50%	FREE LOTS, NO SURPLUS	FREE LOTS, NO SURPLUS

		YEAR 2000 OPERATING AGREEMENTS					
	OP						
REVENUES	LOCAL GOV'T		METRO-NORTH		TOTAL		<u>%</u>
PARKING	\$	-	\$	-	\$	-	0.0%
RENTS		-		-		-	0.0%
INVESTED FUNDS		-		-		-	0.0%
OTHER		-		-		-	0.0%
	\$	-	\$	_	\$	-	0.0%
STATION, PLATFORMS AND PARKING EXPENSES REPAIRS AND MAINTENANCE UTILITIES RENT SECURITY INSURANCE AND CLAIMS GENERALLY CLASSIFIED EXPENSES (INCLUDING UNSPECIFIED DIRECT, -INDIRECT, -ADMINISTRATIVE, -AND GENERAL	\$	- - - -	\$	1,963 4,237 - - -	\$	1,963 4,237 - -	29.5% 63.8% 0.0% 0.0% 0.0%
ALLOCATIONS)		-		445		445	6.7%
CONNECTICUT SALES TAX		-		-		-	0.0%
	\$	-	\$	6,645	\$	6,645	100.0%
NET PROFIT (LOSS)	\$	-	\$	(6,645)	\$	(6,645)	

LOCAL GOVERNMENT'S RAILROAD FUND

ACCUMULATED SURPLUS (DEFICIT) LESS - LOCAL GOVERNMENT'S SHARE	\$ - -
NET AVAILABLE RAILROAD FUND SURPLUS (DEFICIT)	FREE LOTS, NO SURPLUS
STATE'S AVAILABLE SHARE @ 50%	FREE LOTS. NO SURPLUS

Traffic and Transportation

Bridge and Civil Engineering

Architecture

Parking Services

Construction Inspection

Environmental Services

Transit Services

Structural Engineering

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