



SUMMARY OF ITEM FOR ACTION,
INFORMATION OR DISCUSSION

TOPIC: Endorsement of the Proposed Maryland Transit Authority (MTA) Purple Line Light Rail Transit Project

COMMITTEE: Committee of the Whole

DATE OF COMMITTEE MEETING: April 25, 2011

SUMMARY: The Purple Line Light Rail transit project is a 16.3-mile, east-west line planned to operate between New Carrollton and Bethesda. It will link both branches of the Washington Metrorail Red Line at Bethesda and Silver Spring, to the Green Line at College Park, and the Orange Line at New Carrollton.

As presently configured, the proposed Purple Line will traverse the City of College Park and the University of Maryland, College Park, on a surface alignment, from the University's M Square Research Park, to the College Park Metro station, across the University's campus east of Route 1 and the University's main campus west of Route 1, leaving the campus at Campus Drive.

The attached Term Sheet ("TS") is a non-binding framework that was developed to enable MTA and UMCP to proceed to the next phase, "Preliminary Engineering." Also, the non-binding TS will be superseded with an enforceable legally binding MOU/MOA should this project move forward. The TS outlines the scope, schedule, and terms between the MTA and the University for that portion of the rail project ("Project") that is proposed to traverse the campus. The TS covers the planning, design, construction, operation and maintenance of the Project. It addresses pedestrian movement, safety, and security on campus as they relate to the Project. Page 4 describes the actions to be taken, including the provision of an escrow account for the procurement, installation, and maintenance of shielding and/or active cancellation systems for the control of electro-magnetic interference, to minimize interference with campus research facilities. Page 5 includes a section on alignment refinements. The current Locally Preferred Alternative (LPA) alignment designates Campus Drive as the preferred route.

The Term Sheet does not—and is not intended to—resolve every single technical issue. The resolution of many of these issues is properly addressed at the "preliminary engineering" phase together with Federal Transit Administration experts and/or during the development of the legally binding MOU.

ALTERNATIVE(S): The Board could elect to withhold its support of the proposed light rail project.

FISCAL IMPACT: The project, if funded, would be designed, constructed, and maintained by MTA.

CHANCELLOR'S RECOMMENDATION: That the Board of Regents endorse: i) the proposed MTA Purple Line Light Rail transit project; ii) any alignment that maximizes the chances of securing federal funding; and, iii) the Term Sheet between MTA and the University of Maryland, College Park. Further, it is recommended that the University return to the Board for consideration and approval of any resulting MOU/MOA .

COMMITTEE RECOMMENDATION:

DATE:

BOARD ACTION:

DATE:

SUBMITTED BY: William E. Kirwan (301) 445-1901

DRAFT for BOR Discussion April 15, 2011**Purpose:**

The purpose of this Term Sheet is to outline the scope, schedule and terms between the Maryland Transit Administration (MTA) and University of Maryland (UM) for the Purple Line Light Rail Transit segment on the UM Campus (the Project). This term sheet covers the planning, design, construction, operation and maintenance of the Project. ***This Term Sheet is not the final and complete agreement of the parties. The parties will start drafting the final agreements to implement the will of the parties expressed in this Term Sheet.***

Cooperation and Good Faith:

The Parties understand and agree that the success of the Project depends upon timely and open communication and cooperation between the Parties. Each Party agrees to work cooperatively and in good faith toward resolution of any issues. ***The Parties acknowledge that completion of the Project will require negotiation and approval of an acceptable agreement and will require the execution and delivery of a number of future documents, and instruments, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop final agreements and to execute and deliver all documents promptly. The Parties acknowledge that the Project is subject to the completion of the federal and state environmental reviews and the preliminary engineering and final design phases, and subject to approval of the Maryland Secretary of Transportation and the University System of Maryland Board of Regents.*** The Parties acknowledge that the project is subject to the requirements of the Federal Transit Administration's (FTA) New Starts Program.

Project Description:

The Purple Line Light Rail transit (LRT) project is a 16.3-mile, east – west LRT line planned to operate between the New Carrollton in Prince George's County and Bethesda in Montgomery County. It will link both branches of the Washington Metrorail Red Line at Bethesda and Silver Spring, to the Green Line at College Park, and the Orange Line at New Carrollton. The project would also connect to all three MARC Train lines, Amtrak, and local bus services. The Purple Line will be Maryland's first east-west fixed guideway transit connector just inside the Beltway. As presently configured, the proposed Purple Line will traverse the City of College Park and the University of Maryland, on a surface alignment, from the University's M Square Research Park, to the College Park Metro station, across the University's campus east of Route 1 and the UM main campus west of Route 1, leaving UM at Campus Drive. The UM East Campus is considered part of the UM Campus for the purposes of this Term Sheet while M Square is not.

The Purple Line will provide a faster, more efficient and more reliable transit option for those traveling east-west in the corridor, as well as those who want to access the existing north-south rail lines. In meeting this goal, the Purple Line will improve connections to the regional Metrorail system and to other rail and bus services. The project will also improve access to jobs by providing better connections between the central business districts (CBD) and major activity centers along the corridor, including Bethesda, Silver Spring, Takoma/Langley Park, University of Maryland/College Park, Riverdale Park, and New Carrollton. The Purple Line will also serve the large populations in the corridor that are heavily dependent on transit, help to support smart growth initiatives and promote community revitalization and transit oriented development where planned.

In 2009, the Maryland Transit Administration (MTA) completed an Alternatives Analysis/Draft Environment Impact Statement (AA/DEIS) for the Project. Subsequently, Maryland Governor, Martin O'Malley identified the Locally Preferred Alternative (LPA) alignment for the project, which traverses through UM campus on a

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surface alignment. The project description in the LPA includes the basic alignment, proposed station locations, operating plans for the service and some project design options that are to be further evaluated as the project is developed. Presently, the MTA is in the process of further refining the design and developing mitigations to address potential impacts along the route.

Key Terms**General**

- The MTA desires to construct the Project as generally described by the July 2009 LPA
- UM desires that the Project goes forward, but that it has minimal impacts to the UM campus.

Partnership Approach

- The underlying assumptions for a future agreement between the parties are as follows:
 - MTA will bear all costs for design, relocation of existing utilities, walks and streets, construction, operations, and maintenance of the Project. UM shall bear the cost of capacity increases or facility improvements.
 - For that portion of the Project that traverses the UM Campus, UM will bear the costs of review and comment on the MTA design plans, its construction plans and schedules, and operations and maintenance plans.
 - The continuity of UM operations during construction is of great importance to UM. MTA will ensure an adequate budget and employ thoughtful logistical planning in cooperation with the UM in order to minimize construction disruption. During construction, the designation of construction staging points and vehicular access will be made in cooperation with and with the prior approval of UM. MTA will pay reasonable costs associated with changes in University operations, for example, moving the UM Shuttle Hub on Campus Drive, that are necessitated by construction or operations.
 - MTA will reimburse reasonable incremental costs incurred by UM for providing any direct or indirect services required to support the construction and future operations and maintenance of the Project within the UM Campus. It is understood that the Project includes all rails, passenger stations, power stations, and overhead catenary supports and other structures built on the UM Campus in association with the Project. The scope of these services and the costs will be detailed in the final agreement, but it is anticipated that they will include police and security services, snow removal and walkway clearing, general grounds keeping and trash removal along the Project alignment and at stations within the UM Campus. The MTA will be responsible for those items directly affecting their operations such as leaf and snow removal on the tracks, and track de-icing.
 - In the event that there is a need to repair utility lines that are located under or immediately adjacent to the Project tracks such that their repair would likely impact the operations of the train, the University will immediately alert MTA. Together MTA and UM will develop an operational plan for repair, although the University reserves the right to make emergency repairs. MTA will be responsible for costs incurred to make repairs beyond those normally borne by the University that are deemed necessary by MTA to keep disturbances of train operations to a minimum, such a tunneling rather than trenching for access to utility lines.
 - **(NOTE: MTA IS SEEKING LEGAL OPINION ON THE FOLLOWING)** MTA will defend and hold the University harmless from claims arising out of MTA's design, construction, maintenance and operation of the Project. It is recognized that the University and the MTA are entitled to the immunities of the State of Maryland. MTA shall reimburse UM for any increase in its State Insurance Trust Fund premiums attributable to MTA's construction,

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maintenance or operation of the Project.

- Once the Project is operational, it is anticipated that the UM Shuttle routes between the Campus and the College Park Metro Station and M Square and Silver Spring will be discontinued. The MTA and UM will explore the feasibility of an agreement wherein that the operating costs saved by discontinuing these routes would be transferred to MTA as full or partial payment to allow all members of our community to use the entire Purple Line at no or reduced cost.
- UM will make available easements and property needed for the Project and supporting facilities on the Campus at no cost to the MTA.
- The obligations of the MTA under this Term Sheet and as incorporated in the final agreement or agreements between the UM and the MTA shall be made binding upon any future third party successor, owner, or operator of the Project.

Pedestrian Movement on Campus

- Both MTA and UM agree that the safety of the students, faculty, staff, and visitors to UM and the safety of the MTA staff, operators, and riders are the primary responsibility in the planning, design construction, maintenance, and operation of the Project.
 - Pedestrian right of way on campus will be maintained.
 - MTA agrees to limit the maximum speed of operations on the Project 15 mph as an Electro-Magnetic Interference mitigation measure (EMI).
 - Due corridor-wide constraints, the trains will be limited to trains not to exceed a total length of 200'.
- MTA agrees and accepts that within the UM Campus pedestrian traffic will have the right of way over the Project. The implementation of this requirement may result in the following;
 - Operators of vehicles the Project will be instructed to always yield to pedestrians, just as the existing UM transit buses.
 - All cross-walks currently designated and any that the University in the future believes are necessary to add for pedestrian mobility will be recognized by the MTA. Crosswalks will not be consolidated unless agreed to by the University.
 - No additional barriers to pedestrian movement across the Project alignment through the center of Campus, and specifically on Union Drive/Campus Drive, will be required by MTA. Barriers along the alignment in other open areas will be considered on a case by case basis and agreed to by both parties.
 - UM will work with MTA to determine non-pedestrian areas within the UM Campus where higher speeds can be established. MTA acknowledges and accepts that the normal function and operations of UM Campus, as well as during football and other special events, may affect MTA schedules and operations. UM and MTA will work cooperatively to minimize disruption of Project service.

Safety and Security

- MTA and UM both have security forces with broad police powers. To enhance the safety and security of the Project operations within the UM Campus, UM and MTA will develop an integrated communications system or protocol to ensure the timely exchange of information and coordination of MTA's and UM's responses to any events on the Project or Campus that could affect the other party's operations or safety.
- Incidents involving students, faculty, staff, and UM visitors will be handled jointly.

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- MTA will provide an escrow account for the procurement, installation, and maintenance of shielding and/or active cancellation systems for the control of Electro-Magnetic Interference (EMI) where the EMI effects from the project exceed the greater of the ambient or 0.1mG at existing and potential research laboratories for a period of 30 years, after which UM and its research partners will design their research activities to accommodate the background conditions resulting from the Project. The exact amount for the escrow account will be determined in the final agreement, but a working value of \$40,000 per laboratory in the building areas identified by the MTA model as likely to experience EMI in excess of the ambient or 0.1mG from train operations.
- MTA will design the guideway adjacent to vibration sensitive facilities to minimize ground-borne vibration consistent with proven industry practices and maintenance requirements to meet the greater of the ambient vibration levels or the National Institute of Standards and Testing (NIST) level A within 100 feet of the nearest track centerline at existing and potential research laboratories for a period of 30 years, after which UM and its research partners will design their research activities to accommodate the background conditions resulting from the Project. The MTA will provide an escrow account for the maintenance of installed mitigation measures. The exact amount for the escrow account will be determined in the final agreement after MTA completes an impact and mitigation analysis.
- MTA will design the guideway and electric traction power system to control stray current generated by the Project. Isolation, collection, and active suppression systems may be employed. The funding, operation, maintenance, repair, and replacement of these systems will be the sole responsibility of MTA.
- MTA agrees to provide a combination of source mitigation, vehicle-borne mitigation (such as skirts and cowls), receptor mitigation, and/or maintenance practices to control noise generated by the Project.
- All power for the operations of the Project is to be supplied by MTA.
- MTA agrees to specific design, operations, and maintenance criteria to monitor and control EMI , stray current, vibration and noise on the Project including:
 - Establishment of a monitoring program to verify the efficacy of the design and operational criteria in meeting the limits detailed in the various studies and documents prepared by the MTA and UM and as detailed in the final agreement for EMI, stray current, noise, and vibration. MTA shall be responsible for the costs of the monitoring program, and will perform the monitoring in conjunction with UM.
 - Establish a protocol to address correction of system failure(s) that lead to excessive EMI or vibration at the research facilities. The protocols will include repair, modification, and maintenance to isolation, shielding, collection, and/or active control systems in addition to operational changes. The costs of implementing the protocols shall be the responsibility of MTA.
 - In order to limit EMI to the extent possible in the areas of current or future research facilities/activities, the traction power system will employ a split wire high-low power supply or comparable technologies to meet established criteria, and Project train speeds will not exceed 15 mph in these areas.
 - MTA agrees to limit trains operating through the Campus to a maximum length of 200 feet to control EMI along the Campus segments with sensitive research equipment and activities.

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- The MTA acknowledges that Campus Drive can remain available to traffic, if that alignment is chosen.
- The MTA acknowledges the iconic significance of the M circle and will seek to maintain its character.
- Should a grade separated or alternate alignment be considered or constructed for the Project, the MTA and UM commit to exploring more economical design and construction techniques and further agree not to presume such options are precluded in deference to perceived aesthetic or landscape impacts that may result from such techniques.
- In the event that a grade separated alignment is selected, UM agrees to place cameras at the entrance and exit portals and monitor them at all times. UM agrees that other systems may be employed by MTA to monitor intrusions at the tunnels and that MTA will notify UM Department of Public Safety (DPS) of an intrusion.
 - The DPS and MTA emergency operations center will coordinate to modify train operations until the trespassers are removed and the tunnel is cleared by security forces.
 - UM DPS will respond immediately to remove any person entering the tunnel or portal area.

Future Growth of the UM Campus

- 2011 and Future Master Plan Updates. UM encourages the MTA to present to and participate in the UM Master Plan Committees, attend all public meetings, and provide comments to the Master Planning Steering Committee.
- MTA and UM will work together to minimize the impact on UM's ability to development land in M Square by construction of the tracks and station location. This includes loss of developable space and associated parking.
- The Master Plan will show and accommodate a fully integrated Project through the Campus.
- The MTA will seek to minimize the taking of parking spaces on Campus and will work with UM to replace lost spaces.
- The MTA and UM recognize the importance of the Project respecting the Campus aesthetic context and will work collaboratively to develop the various design features of the Project within the Campus.