



Commission Meeting Materials

July 7, 2022



novatransit.org

2300 Wilson Boulevard, Suite 230 • Arlington, VA 22201 • (703) 524-3322

f facebook.com/NoVaTransit **t** twitter.com/NoVaTransit

Meeting Overview

NVTC's July 7, 2022 meeting will be an in-person meeting. It can also be viewed via the [NVTC YouTube Link](#).

Action Items

- Envision Route 7 Strategic Framework Contract
- Acquisition of Procurement Cards
- Government Relations Contract
- Revised NVTC Electronic Participation Policy
- Amtrak Access and Storage Agreement
- Two Master Funding Agreements with VPRA for VRE Capital Projects and Track Access Fees

Other Meeting Highlights

- Public Comment Received
- Yellow Line Bridge/Tunnel and Potomac Yard-Related Metrorail Shutdown Presentation
- Reports from the Virginia WMATA Board Members, VRE CEO and DRPT Director
- Proposed CTB Changes to the Commonwealth Mass Transit Fund and NVTC-WMATA State Aid
- Post-COVID Regional Transit Performance & Envision Route 7 BRT Update
- Legislative Update
- Transit Equity and Modernization Study Briefing
- Closed Session for VRE Item

Table of Contents

NVTC July 7, 2022 Meeting Agenda	3
Agenda Item 1 Opening Remarks	
Agenda Item 2 Minutes	5
Agenda Item 3 Consent Agenda	32
Agenda Item 4 Revised NVTC Electronic Participation Policy	34
Agenda Item 5 Washington Metropolitan Area Transit Authority (WMATA)	44
Agenda Item 6 Proposed CTB Changes to Commonwealth Transportation Fund	50
Agenda Item 7 Transit Resource Center	60
Agenda Item 8 Transit Technology Program.....	63
Agenda Item 9 Commuter Choice Program.....	65
Agenda Item 10 Legislative Update	67
Agenda Item 11 Virginia Railway Express (VRE)	70
Agenda Item 12 Department of Rail and Public Transportation (DRPT)	157
Agenda Item 13 Executive Director Report	159
Agenda Item 14 CLOSED SESSION	194

**NVTC COMMISSION MEETING
THURSDAY, JULY 7, 2022
MAIN FLOOR CONFERENCE ROOM
2300 Wilson Blvd., Arlington, VA 22201
Public Streaming Via YouTube
7:00 p.m.**

AGENDA

Masks are no longer required at NVTC. Attendees may choose to wear a mask based on their own personal preference. The meeting can be viewed via the [NVTC YouTube Link](#).

5:45 p.m. Boxed Dinners Available for Commissioners Only

6:00 p.m. Executive Committee Meeting – NVTC Suite #230 Conference Room

7:00 p.m. Commission Meeting – First Floor Large Conference Room (public streaming)

*NVTC is also receiving general public comment. Persons wishing to provide **written public comments** should submit them by 3:00 p.m. on Thursday, July 7 via [NVTC's website](#). Comments will be provided to Commissioners prior to the July 7 meeting.*

1. Opening Remarks
 - General Public Comments Received
2. **ACTION: Approve the Minutes of the June 2, 2022 NVTC Meeting**
3. **ACTION: Approve the Consent Agenda (subject to chair approval)**
 - A. **ACTION: Approve the Contract Award for the Envision Route 7 Strategic Framework**
 - B. **ACTION: Approve the Application and Acquisition of Procurement Cards**
 - C. **ACTION: Authorize the Executive Director to Extend the Contract for Government Relations**
4. **ACTION: Approve the Revised NVTC Electronic Participation Policy Effective September 1, 2022**
5. Washington Metropolitan Area Transit Authority (WMATA)
 - A. Yellow Line Bridge/Tunnel and Potomac Yard-Related Metrorail Shutdown Update and Presentation
 - B. Report from the Virginia WMATA Board Members
 - C. Report from the WMATA Committee Chair
 - D. Other WMATA News

6. Proposed Commonwealth Transportation Board (CTB) Changes to the Commonwealth Mass Transit Fund and NVTC-WMATA State Assistance
7. Transit Resource Center
 - A. Regional Transit Performance Through the Pandemic
 - B. Envision Route 7 BRT Update
8. Transit Technology Program
 - A. Regional Fare Collection Program Update
 - B. Zero-Emission Bus Update
9. Commuter Choice Update
10. Legislative Update
 - A. General Assembly Update
 - B. Transit Service Delivery Advisory Committee (TSDAC) Update
 - C. Federal Update
- 11. Virginia Railway Express (VRE)**
 - A. VRE CEO Report and Minutes
 - B. ACTION: Approve Resolution #2482: Authorize the VRE CEO to Amend the Amtrak Access and Storage Agreement**
 - C. ACTION: Approve Resolution #2483: Authorize the VRE CEO to Execute Two Master Funding Agreements with the Virginia Passenger Rail Authority (VPRA) for VRE Capital Projects and Track Access Fees**
 - D. VRE Free Fare Initiatives
12. Department of Rail and Public Transportation (DRPT)
 - A. DRPT Monthly Report
 - B. Briefing: Transit Equity and Modernization Study
13. Executive Director Report
 - A. Executive Director Newsletter
 - B. NVTC Financial Report
- 14. Closed Session**

**MINUTES
NVTC COMMISSION MEETING –JUNE 2, 2022
FIRST FLOOR LARGE CONFERENCE ROOM – 2300 WILSON BLVD.
ARLINGTON, VIRGINIA**

The meeting of the Northern Virginia Transportation Commission was called to order by Chair Aguirre at 7:09 p.m.

Members Present

Canek Aguirre
Walter Alcorn
Sarah Bagley
Katie Cristol
Matt de Ferranti
Jennifer DeBruhl (Alternate, Commonwealth of Virginia) (*via electronic participation*)
Phil Duncan (Alternate, City of Falls Church)
Adam Ebbin
Libby Garvey
Matt Letourneau
David Meyer
Dalia Palchik
Paul Smedberg
Dan Storck (Alternate, Fairfax County)
John C. Tuck III
Mike Turner
James Walkinshaw

Members Not Present

John J. Bell
Nick Clemente
John Foust
Aimee S. Gilroy
Jeff McKay
M. David Skiles
David Snyder

Staff Present

Allan Fye
Jonathan Bonilla
Genoveva Cutrell
Andrew D’huyvetter
Matt Friedman
Rhonda Gilchrest
Scott Kalkwarf
Tenley O’Hara
Ben Owen
Daniel Segura
Melissa Walker

Aimee Perron Siebert (*via electronic participation*)
Rich Dalton (VRE)
Steve MacIsaac (VRE)
Mark Schofield (VRE)
Joe Swartz (VRE)

Opening Remarks

Chair Aguirre welcomed everyone to the June 2, 2022 NVTC meeting and noted that the meeting is also being livestreamed for the public on YouTube. However, staff is currently troubleshooting a technical issue. (The issue could not be fully resolved so an audio recording of the meeting was made available to the public after the meeting.)

Chair Aguirre stated that Acting Director DeBruhl is participating electronically from Richmond under the provision of the NVTC Electronic Participation Policy that allows a member to participate electronically if they live 60 or more miles away from the meeting location. Commission Secretary Rhonda Gilcrest confirmed an in-person quorum was present.

Chair Aguirre also acknowledged Phil Duncan of Falls Church, who is serving as Mr. Snyder's alternate, as well as Dan Storck of Fairfax County, who is serving as Mr. McKay's alternate. Both will participate in the votes.

Chair Aguirre stated that Director of Programs and Policy Allan Fye is sitting in for Executive Director Kate Mattice, as she is unable to attend since her son graduated today. Mr. Fye reported that NVTC did not receive any public comments this month.

Minutes of the May 5, 2022 NVTC Meeting

Mr. de Ferranti moved, with a second by Ms. Cristol, to approve the minutes of the May 5, 2022 meeting. The vote in favor was cast by Commissioners Aguirre, Alcorn, Bagley, Cristol, de Ferranti, Ebbin, Letourneau, Meyer, Palchik, Smedberg, Tuck, Turner and Walkinshaw. Mr. Duncan and Mr. Storck abstained. The motion passed.

Consent Agenda

Chair Aguirre stated that there are three action items on the Consent Agenda:

- A. Authorize the Executive Director to Issue a Request for Proposals for the Northern Virginia Zero-Emission Bus (ZEB) Strategic Plan and Execute MOAs with the Jurisdictions
- B. Authorize the Executive Director to Issue a Request for Proposals (RFP) for the "Value of Northern Virginia's Transit Network to the Commonwealth" Study
- C. Approve Resolution #2477: Authorize the Executive Director to Apply for a DRPT Supplemental Grant for a Post Yellow Line Shutdown Marketing Campaign

Mr. Alcorn moved, with a second by Mr. Ebbin, to approve the Consent Agenda. The vote in favor was cast by Commissioners Aguirre, Alcorn, Bagley, Cristol, de Ferranti, Duncan, Ebbin, Letourneau, Meyer, Palchik, Smedberg, Storck, Tuck, Turner and Walkinshaw. The motion passed.

Washington Metropolitan Area Transit Authority (WMATA)

Report from the WMATA Board Members. Mr. Smedberg stated that on May 10, the WMATA Board announced the selection of Randy Clarke as the new general manager and CEO of WMATA. Mr. Clarke comes to WMATA from Capital Metro in Austin, Texas where he has served as the president and CEO since 2018. At Capital Metro he led the Project Connect Initiative, which was a successful effort in securing one of the country's largest financial voter-approved referendums in history for transit expansion. Prior to Capital Metro, he served in roles at MBTA and at APTA. Mr. Clarke should join WMATA later this summer.

Mr. Smedberg reported that on May 15, WMATA's Chief Safety Officer reported that nearly half of Metrorail operators had lapsed their recertification. Recertification is important because it gives every train operator time to refresh on the rules, reinforce their knowledge and benefit from evaluation. The WMATA Board, in conjunction with management, took immediate corrective actions to remove from service 72 train operators who became out of compliance. This resulted in a shortage of operators that required a temporary one-week reduction in Green and Yellow Line service from every 15 mins to every 20 mins. This level of service was improved back to every 15 mins on May 23 following the recertification of some train operators.

Ms. Garvey joined the meeting at 7:13 p.m.

Mr. Smedberg reported that on May 16 the WMATA General Manager and CEO Paul Wiedefeld announced his retirement effective the same day and the WMATA Board accepted the resignation of Chief Operating Officer Joe Leader. The WMATA Board also selected Andrew Off as interim general manager to provide leadership to the organization until Randy Clarke's official start date. Interim General Manager Andy Off will lead WMATA through this critical transition period, and he has indicated his priorities would be to addressing safety challenges, restoring the 7000-series railcars and advancing the Silver Line Phase 2.

Mr. Smedberg stated that on May 19 the Washington Metrorail Safety Commission (WMSC) reviewed WMATA's 7000-series return to service plan for daily inspections and had no technical objections. WMATA also installed the first automated inspection system to test the wheelsets of the 7000-series railcars in real time. With the installation now complete, engineers will begin configuration, testing and commissioning of the system.

Mr. Letourneau stated that regarding the WMATA budget outlook, WMATA is currently running ahead of the budget, mainly due to expenditure savings and increased revenue, which is a good sign. It is anticipated that the FY 2024 deficit could be less than what was anticipated. One issue is that WMATA's expenditures are rapidly rising, resulting from inflation and cost of living adjustments. The WMATA Board has already begun discussion of how to close the deficit gap for FY 2024, which will include discussions about fares. He hopes that more information will be available to stakeholders later this summer. The WMATA Board will begin budget discussions before Mr. Clarke arrives. Mr. Letourneau stated that he is impressed with Randy Clarke's knowledge, experience, enthusiasm and energy. He also observed that Andy Off is also doing a great job stepping in as interim general manager and quickly addressing issues. There was only four days of service interruptions before getting operators recertified and back to work. There is

good progress on the Silver Line Phase 2 project and closing out the remaining construction issues. Mr. Smedberg agreed and stated that Mr. Clarke's approach at WMATA of how it functions and operates will be very different. Mr. Smedberg stated that as WMATA Board chair, he talks with the interim general manager daily and Mr. Clarke multiple times a week.

Report from the Chair of the WMATA Committee. Mr. Alcorn stated that the NVTC WMATA Committee is scheduled to meet on June 16, as well as July 21. The preliminary agenda for the June 16 meeting includes a discussion of the 2022 annual Report on the Performance and Condition of WMATA, Metrobus research and WMATA funding. He encouraged all Commissioners to attend.

Chair Aguirre asked for any WMATA-related questions from Commissioners. In response to a question from Mr. Turner, Mr. Letourneau stated that WMATA's projected revenue estimates for the Silver Line are very conservative. Once a start date is set, WMATA will be able to begin marketing efforts to encourage ridership.

Mr. Storck asked for more information about the change in WMATA management. Mr. Smedberg stated that the WMATA Board was very disappointed about the recertification issue and took immediate action. Mr. Letourneau stated that the COVID-19 pandemic exacerbated the issue. The safety team was not aware of the issue, which is an operational issue that the Board needed to address immediately. The issue was resolved quickly by the Board and steps were taken to empower the interim general manager and chief safety officer. There were personnel changes, as well as operational changes that resulted. Mr. Letourneau stated that the power desk issue was just as concerning to the Board and also needed swift action. Mr. Alcorn commended the WMATA Board for stepping up as a governing body and taking swift action. Ms. Cristol agreed and observed that the WMATA Board acted with alacrity and sent a very clear message.

In response to a question from Mr. de Ferranti, Mr. Letourneau stated that technically speaking the Metro system is not supporting automated train operation function. There is a larger signal upgrade expected over the next several years and the plan was to revisit the automated train operation at that time. With a new general manager, this could change. Mr. Smedberg also noted that the WMATA Board will be going on a retreat with Mr. Clarke prior to his starting as general manager.

In response to a question from Chair Aguirre, Mr. Letourneau reported that over half of the 72 operators who needed training have now completed their training and are now recertified. The next wave of recertifications should happen within six weeks. This is not an issue on the bus side. Chair Aguirre commended the WMATA Board for acting swiftly.

Report from the Chair of the Program Advisory Committee

Chair Aguirre noted that Program Advisory Committee Chair Snyder was unable to attend, so he asked Mr. Fye to give the report.

Commuter Choice. Mr. Fye stated that the Commission is being asked to approve Resolution #2478, which will adopt the I-66 Commuter Choice FY 2023-2024 Program of Projects and refer it to the Commonwealth Transportation Board for consideration and final action later in June. The proposed program includes seven projects that support the I-66 corridor improvement goals of moving more people and creating viable, effective transportation options, as well as NVTC's program administration and oversight activities for the two-year period. The resolution will also authorize the executive director to execute the Standard Project Agreements for the selected projects following the CTB's action.

Mr. Fye stated that staff presented a draft program of the six highest-scoring projects to the Program Advisory Committee in April and the full Commission last month. Commissioners expressed interest in also funding the seventh highest-scoring project, the Trail Access to Vienna Metrorail Station project, were revenue available to support at least a portion of the \$2.2 million funding request. Between \$1 million in remaining revenue that staff had already identified for the FY 2023-2024 Program of Projects and a further \$1.4 million that is freshly available for reprogramming due to a pending project closeout, the project can now be fully funded and has been added to the recommended Program of Projects. The seven projects fit within the \$14.7 million now available to support new projects.

Mr. Fye asked Mr. Owen to provide a brief overview of the recommended Program of Projects and the Commission handout. Mr. Owen stated that the Program of Projects includes two rail capital improvement projects, continuation of three Fairfax Connector and OmniRide Commuter Bus routes, reduced fare campaign for OmniRide routes from western Prince William County into D.C., and the Trail Access to Vienna Metrorail Station project. Collectively, the recommended FY 2023 - 2024 Program of Projects will account for over 4,000 daily trips in the corridor; at least 16 million fewer annual vehicle miles traveled; 83,000 hours of travel delay saved each year; 84% greenhouse gas reduction compared to driving alone; and over \$2 million annual savings for commuters in fuel costs.

Mr. Owen stated that the public comment period has now ended. NVTC solicited public comment on the nine eligible projects under consideration for funding from April 15 to May 16, 2022. This year staff produced all published materials in both English and Spanish. On April 27, staff held an interactive Virtual Town Hall meeting at which members of the public were able to learn more about Commuter Choice and the projects under consideration for funding and, on May 4, staff discussed the program and projects with attendees at the Northern Virginia Regional Public Meeting and Open House. NVTC received a total of 118 comment submissions during this period – the most received in any Commuter Choice funding round to date and an indication that targeted online outreach continues to be an effective method of engagement. Staff will refine the outreach approach in future funding rounds to foster awareness among and encourage input from more communities in each corridor.

Mr. Alcorn asked about revenue projections for I-66. Mr. Owen stated that revenue is beginning to bounce back for the I-66 Inside the Beltway. Any additional revenue NVTC receives will be applied to the FY 2025 – FY 2026 Commuter Choice program. Mr. Walkinshaw commended staff for the great package of projects. He asked about the methodology regarding ridership usage and if pre-COVID ridership numbers were used. Mr. Owen stated that project evaluation will be a

challenge for the next couple of years, but it also depends on the type of project. For continuation of bus service, there is current ridership information available. Looking at rail stations, it will be potentially capturing shares of population growth in the station areas as a result of better access. He explained that throughput estimates pertain to the first year of the project so for capital projects, it gives some time for ridership to rebound on the various modes. Staff did work closely with applicants to make sure their estimates were reasonable.

Ms. Palchik thanked staff for working with Fairfax County staff to add the Vienna Trail project to the Program of Projects. She did note that the design of the project is not 100% finalized. She also thanked staff for the marketing efforts in both English and Spanish.

Ms. Palchik moved, with a second by Mr. de Ferranti, to approve Resolution #2478 (copy attached). The vote in favor was cast by Commissioners Aguirre, Alcorn, Bagley, Cristol, de Ferranti, Duncan, Ebbin, Garvey, Letourneau, Meyer, Palchik, Smedberg, Storck, Tuck, Turner and Walkinshaw. The motion passed.

Report from the Chair of the Legislative and Policy Committee

Chair Aguirre asked Legislative and Policy Committee Chair David Meyer to give a legislative update. Mr. Meyer reported that the Legislative and Policy Committee met on May 25 to discuss the status of the General Assembly, TSDAC and WMATA in the context of future legislation. The meeting included Senator Ebbin providing an update on the FY 2023-2024 Commonwealth budget; Mr. Letourneau providing a brief update on WMATA and emphasized that the new general manager is focused on addressing some internal WMATA changes before addressing longer-term structural funding challenges; and Ms. Mattice providing an update on TSDAC.

NVTC Legislative Liaison Aimee Perron Siebert reported that the General Assembly went back into Session to vote on the caboose budget (HB 29) and the biennial budget (HB 30), which both were adopted and are being sent to the governor. The legislation does not include any suspension of the gas tax or change in the index. The grocery tax was eliminated and the language that requested a replacement source of transportation funding was not included in the budget, so they will need to work on that again next year. Because the General Assembly did not adjourn, the governor only has seven days to amend, sign or veto the bill. It is expected that he will make some amendments, including yet another ask for a gas tax holiday and capping the index at 2%.

Mr. Letourneau left the meeting at 7:51 p.m. and did not return.

Virginia Railway Express (VRE)

VRE CEO Report. Mr. Dalton reported that for the month of May VRE ridership was up another 11% since April, which is at about 30% pre-COVID levels. For May, on-time performance was 72% systemwide with the Manassas Line at 44%, which was due to extensive track work on the Norfolk Southern tracks. The track work was completed within a three-week period and full service was restored on May 31. Norfolk Southern had proposed an eight-week period for the

work but VRE was able to work collaboratively with the railroad to reduce the impact to VRE service to three weeks, however, VRE had to implement a temporary service schedule.

Contract for Operating Services for Commuter Rail with Keolis Rail Services Virginia, LLC. Mr. Walkinshaw reported that the VRE Operations Board recommends Commission approval of Resolution #2479, which will authorize the VRE CEO to execute an amendment to the Contract for Operating Services for Commuter Rail with Keolis Rail Services Virginia, LLC (KRSV) in an amount of \$17,797,500 for the third year of the second option period, for a total contract value not to exceed \$230,588,057 through June 30, 2023. This action will authorize the third year of the final option period and continue the contracted services for management, supervision and certified locomotive engineers and conductors to operate VRE commuter rail trains for FY 2023.

Mr. Walkinshaw explained that the work performed under this contract includes providing certified locomotive engineers and conductors to operate VRE commuter rail trains. The contract also includes Federal Railroad Administration reporting and claims management. The year over year increase is due to a contractually mandated increase of 6.2% based on the Consumer Price Index for the fixed cost components of the contract.

Mr. Walkinshaw moved, with a second by Mr. Alcorn, to approve Resolution #2479 (copy attached). The vote in favor was cast by Commissioners The vote in favor was cast by Commissioners Aguirre, Alcorn, Bagley, Cristol, de Ferranti, Duncan, Ebbin, Garvey, Meyer, Palchik, Smedberg, Storck, Tuck, Turner and Walkinshaw. The motion passed.

Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC. Mr. Walkinshaw stated that the VRE Operations Board recommends Commission approval of Resolution #2480, which will authorize the VRE CEO to amend the Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC (KRSV) in an amount of \$10,024,653 for the second year of the first option period, for a total contract value not to exceed \$58,926,279 through June 30, 2023. This action will authorize the continuation of contracted services for the maintenance, inspection and repair of VRE locomotives, passenger rail cars and maintenance facilities for FY 2023.

Mr. Walkinshaw moved, with a second by Mr. Alcorn, to approve Resolution #2480 (copy attached). The vote in favor was cast by Commissioners Aguirre, Alcorn, Bagley, Cristol, de Ferranti, Duncan, Ebbin, Garvey, Letourneau, Meyer, Palchik, Smedberg, Storck, Tuck, Turner and Walkinshaw. The motion passed.

Ms. Palchik left the meeting at 8:01 p.m. and did not return.

Issuance and Sale of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds). Mr. Walkinshaw reported that the VRE Operations Board recommends Commission approval of Resolution #2481, which will authorize the issuance and sale of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds). In accordance with the VRE Master Agreement, NVTC is designated to be the issuer of all bonds and notes to finance project costs related to VRE commuter rail service, with the authorization and consent of PRTC also

required. As provided for in the bond documents, (i) the aggregate principal amount of the Series 2022 Bonds may not exceed \$140,000,000, (ii) the true interest cost of the Series 2022 Bonds may not exceed 6.5%, and (iii) the final maturity date of the Series 2022 Bonds may not be later than December 31, 2053.

Mr. Walkinshaw introduced VRE Chief Financial Officer Mark Schofield, who will give a presentation on this requested action, as well as three additional team members (non-VRE staff) who are present to be a resource to the Commission to answer questions. They include JoAnne Carter from PFM (financial advisor), Mike Graff from McGuireWoods (bond counsel), and Scott Detar from Bank of America Securities (lead underwriter).

Mr. Schofield stated that it has been a multi-year process that is now culminating in the issuance of the Series 2022 Bonds. In 2018, the General Assembly created the Commuter Rail Operating and Capital (CROC) Fund to support all aspects of VRE commuter rail service, including operations, acquisition of rolling stock, construction or improvement of right-of-way and facilities, and other related activities. The statute creating CROC specifically allows for the CROC Fund revenues to be used as the backing for a debt issuance. In October 2018, NVTC and PRTC entered into an Agreement for the Distribution and Allocation of the CROC Fund. By this agreement, NVTC was designated to serve on behalf of the Commissions as the recipient of all funds disbursed to them by the Comptroller from the CROC Fund. In December 2019, a landmark agreement was announced among the Commonwealth, CSX Transportation, Amtrak and VRE, now known as the Transforming Rail in Virginia (TRV) program. In March 2021, VRE entered into a Passenger Rail Improvements and Funding Agreement with DRPT, and the agreement was subsequently assigned by DRPT to the new Virginia Passenger Rail Authority (VPRA). The Funding Agreement commits VRE and the Commissions to using CROC funds to support the Transforming Rail in Virginia program. In December 2021, the Commissions authorized VRE staff to advance a public bond issuance backed by the CROC Fund in accordance with the Funding Agreement. Between February and April 2022, the nine VRE member jurisdictions independently and unanimously consented to the issuance of the CROC-Backed Debt, as required by the VRE Master Agreement.

Mr. Schofield stated that VRE and the Commissions have committed to a certain amount of annual debt service, but not committed to providing a certain amount of debt proceeds to the VPRA. He reiterated that the aggregate principal amount of the Series 2022 Bonds may not exceed \$140,000,000; the true interest cost of the Series 2022 Bonds may not exceed 6.5%; and the final maturity date of the Series 2022 Bonds may not be later than December 31, 2053. In accordance with VRE's Financial and Debt Management Principles and with the terms of the Funding Agreement, NVTC and VRE will contribute up to \$3.75 million (equal to three months of CROC Fund revenues) to a Revenue Stabilization Fund out of FY 2022 CROC funds already disbursed. NVTC and VRE will also fund a Debt Service Reserve Fund (DSRF) from the proceeds of the issuance.

Mr. Schofield stated that the expected structure is to level debt service of approximately \$7.5 million over 30 years. During the earlier phases of the debt issuance process, VRE's Financial Advisor (PFM) assessed the expected credit ratings that the Series 2022 Bonds would likely receive. This assessment was modeled on the known evaluation criteria of the leading U.S. credit

rating agencies and included the strength and stability of the pledged revenues; the general credit quality of the Commonwealth of Virginia and related appropriation risk; the economic strength of the Northern Virginia region; and the structure of the proposed issuance. Based on this preliminary credit assessment, investment grade credit ratings in the double-A category were expected. However, during the week of May 9, 2022, public ratings for the Series 2022 Bonds were released by Moody's and S&P Global Ratings. Moody's has rated the bonds as Aa1, while S&P has rated the bonds as AA, with a 'stable' outlook from both agencies. Although expected, this is a very positive outcome that reflects the overall credit quality of the Series 2022 Bonds. Mr. Schofield explained that the bonds have also received a Green Bond certification, which is a good thing as investors are increasingly interested in including such certified bonds in their portfolios that will support environmentally sustainable projects. Staff believe that this will make the bonds more marketable and draw more investors.

Mr. Schofield stated that in regard to the bond documents, there are three documents he would like to highlight for the Commission. The Preliminary Official Statement (POS) includes a bond counsel opinion from McGuireWoods that the Series 2022 Bonds are not a debt of the Commonwealth or any political subdivision thereof, including VPRA and all local jurisdiction members of NVTC and PRTC. VRE General Counsel and Chief Legal Counsel Steve MacIsaac has also provided a written opinion on this topic. He is also present at this meeting to answer questions. The Continuing Disclosure Agreement requires NVTC and PRTC to provide annual financial information and material event notices in accordance with SEC rules. The Assignment and Payment Agreement replaces the October 2018 agreement between the two Commissions. NVTC will continue to serve as recipient of C-ROC revenues and will request that the Comptroller send all revenues directly to the Trustee.

Mr. Schofield stated that next steps include PRTC taking action on June 9. Since NVTC is the issuer of the bonds, based on guidance from the underwriters and bond counsel, the POS and other investor marketing information can be posted publicly for investors to review immediately following approval by NVTC. The POS and other information will be clearly marked as still being subject to PRTC authorization and concurrence. This approach will maintain the current planned schedule, with pricing targeted for mid-June and closing of the transaction by the end of June. However, the municipal market is experiencing rising interest rates and significant volatility, and the specific dates for pricing and closing may vary depending on market conditions. He stated that the outlook on the transaction looks positive.

Mr. Walkinshaw thanked the entire VRE team and the Operations Board on this process, which has taken years and an incredible amount of work to reach this point. He also thanked former-Governor Northam and his administration, as well as current Governor Youngkin and his administration for continued support of Transforming Rail in Virginia, which started before the COVID-19 pandemic. For VRE, it is even more important post-pandemic for VRE to continue to thrive and be a key economic driver for Northern Virginia, VRE needs to offer a more flexible schedule for riders without controlling the right-of-way. The Transforming Rail in Virginia program is important to VRE's future success. Ms. Cristol observed that VRE is at the end of a marathon and this is the best use of C-ROC funds, and really the only use when it comes to ensuring VRE's future, because without being able to expand the Long Bridge, VRE service cannot expand.

Mr. Walkinshaw moved, with a second by Ms. Cristol, to approve Resolution #2481 (copy attached). The vote in favor was cast by Commissioners Aguirre, Alcorn, Bagley, Cristol, de Ferranti, Duncan, Ebbin, Garvey, Meyer, Smedberg, Storck, Tuck, Turner and Walkinshaw. The motion passed.

Department of Rail and Public Transportation (DRPT)

Acting DRPT Director DeBruhl stated that DRPT staff is finalizing the FY 2023-2028 Six-Year Improvement Program (SYIP) to be presented to the Commonwealth Transportation Board (CTB) in June. The I-66 Commuter Choice Program of Projects will be added into that action.

Acting DRPT Director DeBruhl also announced that, concurrent with VDOT's new I-495 Southside Express Lanes Study, DRPT is conducting a complementary I-495 Southside Express Lanes Transit/TDM Study. The purpose of the Transit/TDM Study is to identify a range of current and future multimodal solutions that could be implemented to reduce congestion, improve trip reliability and regional connections, and enhance existing and planned multimodal mobility and connectivity. The Transit/TDM Study will inform the NEPA process currently underway by VDOT. The first Stakeholder Working Group meeting, comprised of staff from local and regional entities with an interest in the Transit/TDM study, met on May 25. The Transit/TDM Study is scheduled for completion this fall.

Acting DRPT Director DeBruhl also reported that DRPT celebrated Bike Month in May by highlighting bikes on transit programs in the Commonwealth, emphasizing the economic and environmental benefits of bike commuting, promoting Virginia's robust public bicycle network, and supporting local events.

Executive Director Report

Mr. Fye encouraged Commissioners to read this month's Executive Director Newsletter. He gave a few highlights of staff activities, including staff participation this week at the Virginia Transit Association Annual Conference and the Commuter Choice team will be presenting to the Road User Charging USA conference in Miami later this month.

Mr. Fye introduced several new staff members. Genoveva Cutrell recently joined the NVTC team as Kate Mattice's new executive assistant. NVTC also has two summer transit fellows – Daniel Segura and Jonathan Bonilla. He sadly announced that Patricia Happ is leaving NVTC and moving to the Federal Transit Administration to work on zero-emission buses. NVTC wishes Patricia the best of luck at FTA and, as NVTC dives deeper into the zero-emission bus world, hopefully their paths will cross again.

Mr. Fye also announced that the new marketing campaign launched this week. It includes ads on radio and streaming audio, streaming video, online and on social media. NVTC will also conduct

several rounds of email marketing. For the first time ever, a significant portion of the campaign will be presented in Spanish.

Mr. Fye also reminded Commissioners of the upcoming WMATA Committee meetings on June 16 and July 21.

Mr. Fye noted that the April Financial Report was provided in the written meeting materials. Commissioners had no questions.

Adjournment

Without objection, Chair Aguirre adjourned the meeting at 8:19 p.m.

Approved this 7th day of July 2022.

Canek Aguirre
Chair

Matt de Ferranti
Secretary-Treasurer



RESOLUTION #2477

SUBJECT: Authorize the Executive Director to Apply to DRPT for 2023 Transit Recovery Marketing Initiative Funds and to Execute a Memorandum of Agreement with Local Jurisdictions for the Local Match

WHEREAS: The Department of Rail and Public Transportation (DRPT) recognizes the need to support transit riders during and after the planned shutdown of Metro's Yellow Line due to the Yellow Line Tunnel and Bridge Rehabilitation project expected to run from fall 2022 through spring 2023;

WHEREAS: DRPT is making funding available to both support mitigation transit services during the project as well as a regional marketing campaign to bring back transit riders following the project;

WHEREAS: DRPT has a total \$2 million available in FY 2023 funding to support shutdown mitigation and marketing;

WHEREAS: NVTC will request \$500,000 to develop and implement a marketing effort to bring back riders to public transit once the Yellow Line reopens;

WHEREAS: The funding requires a local match of 20% (\$100,000) and NVTC will seek matching funds from the City of Alexandria, the counties of Arlington and Fairfax, the Virginia Railway Express and OmniRide; and

WHEREAS: The Commission has consistently supported efforts to improve Metrorail and transit ridership and supported a series of successful marketing campaigns to date.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby authorizes the executive director, or her designee, to apply to the Department of Rail and Public Transportation for Yellow Line Tunnel and Bridge Rehabilitation mitigation grant funds, to execute the associated funding agreement with DRPT, and to execute a Memorandum of Agreement with local jurisdictions and transit agencies to provide the 20% local match required for the grant.

Approved this 2nd day of June 2022.

A handwritten signature in black ink, appearing to read "Matt de Ferranti", written over a horizontal line.

Matt de Ferranti
Secretary-Treasurer

A handwritten signature in black ink, appearing to read "Canek Aguirre", written over a horizontal line.

Canek Aguirre
Chair

RESOLUTION #2478

SUBJECT: Approve the I-66 Commuter Choice Fiscal Year (FY) 2023-2024 Program of Projects for Submission to the Commonwealth Transportation Board and Authorize the Executive Director to Execute the Standard Project Agreements

WHEREAS: Under the *Third Amended and Restated Memorandum of Agreement Transform66: Inside the Beltway Project* (MOA), NVTC is responsible for selecting and administering multimodal projects under Commuter Choice on the I-66 corridor that allow more people to travel faster and more reliably through the I-66 Inside the Beltway corridor;

WHEREAS: The principal objective of the Commuter Choice program is to select projects that meet goals identified in the MOA, which are to (1) maximize person throughput; and (2) implement multimodal improvements to (i) improve mobility along the corridor, (ii) support new, diverse travel choices and (iii) enhance transportation safety and travel reliability;

WHEREAS: NVTC is responsible for Commuter Choice project selection; financing and financial management; compliance, including evaluation, reporting and quality assurance; and providing information to the public;

WHEREAS: From November 2021 to January 2022, NVTC conducted an I-66 Commuter Choice FY 2023-2024 call for projects that yielded nine eligible applications with a total funding request of \$21.8 million;

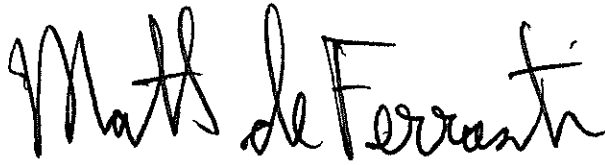
WHEREAS: A total of \$14.7 million in new and de-obligated I-66 corridor revenue is now available for programming to new projects; and

WHEREAS: Based upon technical evaluation results and review with the NVTC Program Advisory Committee and Commission, NVTC staff recommends approval of the I-66 Commuter Choice FY 2023-2024 Program of Projects (Table 1) that includes seven projects, totaling \$14,590,853, and NVTC's program administration costs (\$525,000) for a total of \$15,115,853 that would subsequently be included in the FY 2023-2028 Six-Year Improvement Program upon the Commonwealth Transportation Board's action.

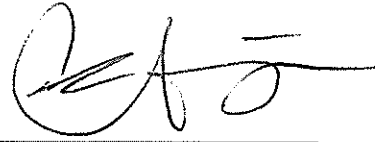
NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby approves the I-66 Commuter Choice FY 2023-2024 Program of Projects (Table 1) and authorizes staff to submit the Program of Projects to the Commonwealth Transportation Board for action.

BE IT FURTHER RESOLVED that NVTC hereby authorizes the executive director, or her designee, to execute the Standard Project Agreements for the I-66 Commuter Choice FY 2023-2024 Program of Projects following approval by the Commonwealth Transportation Board.

Approved this 2nd day of June 2022.

A handwritten signature in black ink that reads "Matt de Ferranti". The signature is written in a cursive, flowing style.

Matt de Ferranti
Secretary-Treasurer

A handwritten signature in black ink that reads "Canek Aguirre". The signature is written in a cursive, flowing style.

Canek Aguirre
Chair

Table 1: Recommended I-66 Commuter Choice FY 2023-2024 Program of Projects

	I-66 Commuter Choice FY 2023-2024 Project Name	Applicant	Funding Request
1	Manassas Park VRE Station Parking Garage	City of Manassas Park	\$2,500,000
2	Ballston-MU Metrorail West Entrance	Arlington County	\$4,500,000
3	Renewal of Bus Service from Gainesville to Pentagon and Navy Yard	OmniRide	\$2,560,449
4	Renewal of Bus Service from Vienna Metrorail Station to Pentagon	Fairfax County	\$1,232,850
5	Renewal of Bus Service from Haymarket to Rosslyn	OmniRide	\$947,554
6	TDM Strategy - Fare Buy-Down on I-66 Commuter Bus Service	Prince William County	\$650,000
7	Trail Access to Vienna Metrorail Station	Fairfax County	\$2,200,000
		TOTAL FOR PROJECTS	\$14,590,853
	<i>Program Administration and Oversight for FY 2023-2024</i>	<i>NVTC</i>	<i>\$525,000</i>

RESOLUTION #2479

- SUBJECT:** Authorize the VRE CEO to Execute an Amendment for the Third Year of the Second Option Period of the Contract for Operating Services for Commuter Rail with Keolis Rail Services Virginia, LLC
- WHEREAS:** On October 16, 2009, following a competitive solicitation process, the VRE Operations Board approved a five-year contract with Keolis Rail Services Virginia for VRE operations and maintenance services and mobilization in the amount of \$18,459,348 through June 30, 2011;
- WHEREAS:** A contract amendment was approved on December 17, 2010, in the amount of \$2,085,000;
- WHEREAS:** On May 20, 2011, the Operations Board approved the second contract year, through June 30, 2012, in the amount of \$17,954,527, for a total contract value not to exceed \$38,498,875;
- WHEREAS:** On April 20, 2012, the Operations Board approved the third contract year, through June 30, 2013, in the amount of \$18,008,591, for a total contract value not to exceed \$56,507,466;
- WHEREAS:** On April 19, 2013, the Operations Board approved the fourth contract year, through June 30, 2014, in the amount of \$18,974,041, for a total contract value not to exceed \$75,481,507;
- WHEREAS:** On April 18, 2014, the Operations Board approved the fifth contract year, through June 30, 2015, in the amount of \$20,115,047, for a total contract value not to exceed \$95,596,554;
- WHEREAS:** On May 15, 2015, the Operations Board approved the first year of the first option period, through June 30, 2016, in the amount of \$20,931,000, for a total contract value not to exceed \$116,527,554;
- WHEREAS:** On May 20, 2016, the Operations Board further authorized amending the agreement to remove the requirements for the Maintenance of Equipment and Facilities;
- WHEREAS:** On May 20, 2016, the Operations Board approved the second year of the first option period, through June 30, 2017, in the amount of \$15,463,003, for a total contract value not to exceed \$131,990,557;
- WHEREAS:** On April 21, 2017, the Operations Board approved the third year of the first option period, through June 30, 2018, in the amount of \$15,416,000, for a total contract value not to exceed \$147,406,557;

WHEREAS: On April 20, 2018, the Operations Board approved the fourth year of the first option period, through June 30, 2019, in the amount of \$15,718,000, for a total contract value not to exceed \$163,124,557;

WHEREAS: On May 17, 2019, the Operations Board approved the fifth year of the first option period, through June 30, 2019, in the amount of \$16,287,000, for a total contract value not to exceed \$179,411,557;

WHEREAS: On May 15, 2020, the Operations Board approved the second and final option period;

WHEREAS: On May 15, 2020, the Operations Board approved the first year of the second option period through June 30, 2021, in an amount of \$16,591,500, for a total contract value not to exceed \$196,003,057;

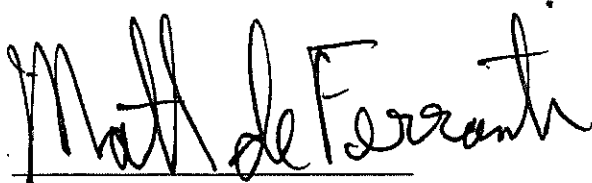
WHEREAS: On May 21, 2021, the Operations Board approved the second year of the second option period through June 30, 2022, in an amount of \$16,787,500, for a total contract value not to exceed \$212,790,557;

WHEREAS: Approval of this resolution will allow for continued train operations in FY 2023; and

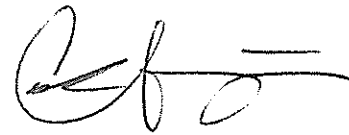
WHEREAS: The VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby authorizes the VRE CEO to execute an amendment to the Contract for Operating Services for Commuter Rail with Keolis Rail Services Virginia, LLC, by increasing the total contract authorization by \$17,797,500 for the third year of the second option period, for a total contract value not to exceed \$230,588,057 through June 30, 2023.

Approved this 2nd day of June 2022.



Matt de Ferranti
Secretary-Treasurer



Canek Aguirre
Chair

RESOLUTION #2480

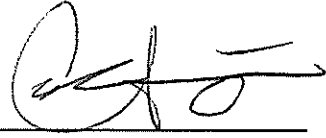
- SUBJECT:** Authorize the VRE CEO to Execute an Amendment for the Second Year of the First Option Period of the Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC
- WHEREAS:** In 2015, the VRE Operations Board recommended, and the Commissions approved, a five-year Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC (KRSV);
- WHEREAS:** The Contract start date and total authorization was amended in May of 2016;
- WHEREAS:** On April 21, 2017, the Operations Board recommended, and the Commissions subsequently approved the second contract year, through June 30, 2018, in the amount of \$7,092,267, for a total contract value not to exceed \$14,344,638;
- WHEREAS:** On April 20, 2018, the Operations Board recommended, and the Commissions subsequently approved the third contract year, through June 30, 2019, in the amount of \$7,674,000, for a total contract value not to exceed \$22,018,638;
- WHEREAS:** On May 17, 2019, the Operations Board recommended, and the Commissions subsequently approved the fourth contract year, through June 30, 2020, in the amount of \$8,889,465 for a total contract value not to exceed \$30,908,102;
- WHEREAS:** On May 15, 2020, the Operations Board recommended, and the Commissions subsequently approved the fifth contract year, through June 30, 2021, in the amount of \$9,012,749 for a total contract value not to exceed \$39,920,852;
- WHEREAS:** On May 21, 2021, the Operations Board recommended, and the Commissions subsequently approved the first year of the first option period, through June 30, 2022, in the amount of \$8,980,774 for a total contract value not to exceed \$48,901,626;
- WHEREAS:** The current Contract authorization runs through June 30, 2022;
- WHEREAS:** The increase in Contract authorization will allow for continued maintenance services and life cycle maintenance work scheduled for FY 2023; and
- WHEREAS:** The VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby authorizes the VRE Chief Executive Officer to amend the Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC (KRSV) by increasing the total contract authorization by \$10,024,653 for the second year of the first option period, for a total Contract value not to exceed \$58,926,279 through June 30, 2023.

Approved this 2nd day of June 2022.



Matt de Ferranti
Secretary-Treasurer



Canek Aguirre
Chair



RESOLUTION #2481

- SUBJECT:** Authorize the Issuance and Sale of Transportation District Special Bond Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds)
- WHEREAS:** The Northern Virginia Transportation District ("NVTD") and the Potomac and Rappahannock Transportation District ("PRTD" and, together with NVTD, the "Districts") are bodies corporate and politic created under the Transportation District Act of 1964, § 33.2-1900 et seq. of the Code of Virginia of 1950, as amended (the "Transportation District Act");
- WHEREAS:** Pursuant to the Transportation District Act, the Northern Virginia Transportation Commission ("NVTC") and the Potomac and Rappahannock Transportation Commission ("PRTC" and together with NVTC, the "Commissions") have been established to manage and control the functions, affairs and property of NVTD and PRTD, respectively, and to exercise all of the rights, powers and authority and perform all of the duties conferred or imposed upon NVTD and PRTD, respectively;
- WHEREAS:** Section 33.2-1915.A.4 of the Transportation District Act provides, among other things, that commissions such as NVTC and PRTC may enter into contracts and agreements with commissions of adjoining transportation districts to provide transit facilities, that such contracts or agreements may be utilized by a transportation district to finance the construction of transportation facilities, and that such contracts or agreements shall inure to the benefit of any creditor of the transportation district;
- WHEREAS:** NVTD and PRTD adjoin one another;
- WHEREAS:** The Commissions are jointly engaged in the operation and maintenance of a commuter rail service known as the Virginia Railway Express ("VRE") presently consisting of trains making round trips on each of two railroad lines originating near Fredericksburg and Manassas, Virginia, and terminating at Union Station in Washington, D.C.;
- WHEREAS:** The Commissions, the Counties of Fairfax, Prince William, Spotsylvania, and Stafford and the Cities of Manassas, Fredericksburg and Manassas Park (collectively, the "Participating Jurisdictions"), and the County of Arlington and the City of Alexandria (collectively, the "Contributing Jurisdictions") entered into a Master Agreement for Provision of Commuter Rail Services in Northern Virginia – Establishment of the Virginia Railway Express dated October 3, 1989, as amended (the "Master Agreement"), which establishes the contractual obligations between the Commissions, the Participating Jurisdictions and the Contributing Jurisdictions relating to the operation of VRE;

- WHEREAS:** Under Section I.D.(2).(b) of the Master Agreement, NVTC is designated to be the issuer of all bonds and notes to finance project costs related to VRE;
- WHEREAS:** In 2018, the General Assembly created in the state treasury a special nonreverting fund to be known as the Commuter Rail Operating and Capital Fund (the "CROC Fund") pursuant to Section 33.2-3500 et seq. of the Code of Virginia of 1950, as amended (the "Virginia Code"), to make funds available to the Commissions to support the cost of operating commuter rail service; acquiring, leasing, or improving railways or railroad equipment, rolling stock, rights-of-way, or facilities; or assisting other appropriate entities to acquire, lease, or improve railways or railroad equipment, rolling stock, rights-of-way, or facilities; for commuter rail transportation purposes whenever the Commissions have determined that such acquisition, lease, or improvement is for the common good of a region of the Commonwealth of Virginia (the "Commonwealth") or the Commonwealth as a whole;
- WHEREAS:** Section 33.2-3500 of the Virginia Code provides that the CROC Fund will consist of funds deposited therein pursuant to Section 58.1-2299.20 and such other funds as may be set forth by the General Assembly in a general appropriations act or allocated by the Commonwealth Transportation Board;
- WHEREAS:** Section 58.1-2299.20 of the Virginia Code provides for the disposition of the revenues from the tax imposed by Section 58.1-2295 upon every distributor who engages in selling fuels at wholesale to retail dealers for retail sale in the Districts and requires certain amounts of such tax revenue generated in each District to be deposited in the CROC Fund;
- WHEREAS:** Section 58.1-3500 of the Virginia Code directs the Comptroller of the Commonwealth to disburse funds from the CROC Fund monthly to the Districts in accordance with the formula set forth therein;
- WHEREAS:** Section 33.2-3502 of the Virginia Code authorizes the Commissions to issue bonds and other evidences of debt supported by any funds available in the CROC Fund pursuant to Article 5 of the Transportation District Act;
- WHEREAS:** On March 26, 2021, the Commissions entered into the Passenger Rail Improvements and Funding Agreement (the "Funding Agreement") with the Virginia Department of Rail and Public Transportation ("DRPT");
- WHEREAS:** DRPT subsequently assigned its rights and duties under the Funding Agreement to the Virginia Passenger Rail Authority ("VPR");

- WHEREAS:** The Funding Agreement includes provisions for the Commissions to fund a portion of the capital projects (as more particularly defined in the Funding Agreement, the "Supported Program Elements") being undertaken by VPRA as part of the Transforming Rail in Virginia program (the "TRV Program"), including VPRA's acquisition of real property for right-of-way within the VRE operating territory which will be subject to continuing use by the Commissions (the "ROW Project");
- WHEREAS:** The Funding Agreement requires, among other things, that (i) the Commissions, for the benefit of VRE and the TRV Program, issue debt secured by a pledge of the funds received from the CROC Fund (the "CROC-Backed Debt") by no later than November 15, 2022, and (ii) the Commissions pay to VPRA the net proceeds of the CROC-Backed Debt in support of the ROW Project;
- WHEREAS:** The Funding Agreement also requires that for a period commencing July 1, 2021, and ending 10 years later (as such period may be extended as provided in the Funding Agreement) (the "CROC Pay-Go Contribution Period"), the Commissions will pay to VPRA the balance of the funds disbursed to the Commissions from the CROC Fund net of the debt service on the CROC-Backed Debt and amounts required to replenish or fund Debt Service Reserves and other Reserve Accounts established with respect to the CROC-Backed Debt (as more particularly defined in the Funding Agreement, the "CROC Pay-Go Contributions"), unless the Commissions substitute other funds for the CROC Pay-Go Contributions as permitted under the Funding Agreement;
- WHEREAS:** In September 2021, the Commissions approved updated and amended Financial and Debt Management Principles for VRE to guide the issuance of debt backed by the CROC Fund;
- WHEREAS:** On November 19, 2021, December 2, 2021, and December 2, 2021, the VRE Operations Board, NVTC, and PRTC each, respectively, authorized VRE staff to advance a public bond issuance backed by the CROC Fund to support the financing of the ROW Project;
- WHEREAS:** Between February and April 2022, each Participating Jurisdiction and Contributing Jurisdiction consented as required by the Master Agreement to the issuance of CROC-Backed Debt by the Commissions to finance the ROW Project in accordance with the Funding Agreement;
- WHEREAS:** NVTC has determined to proceed with the issuance and sale of CROC-Backed Debt in the form of the 2022 Bonds (as defined herein) in a principal amount not to exceed \$140,000,000 under the terms and conditions set forth below;
- WHEREAS:** The Commissions propose to enter into the Agreement for the Assignment, Payment and Allocation of Disbursements from the Commuter Rail Operating and Capital Fund dated as of June 1, 2022 (the "Assignment and Payment Agreement"), to provide for the manner in which funds disbursed from the CROC Fund will be handled by the Commissions;

WHEREAS: The Assignment and Payment Agreement will provide that NVTC will receive all funds disbursed from the CROC Fund and that, commencing on the issue date of the 2022 Bonds and for so long as the Master Indenture (as defined herein) remains in effect, NVTC will immediately transfer all such funds to the Trustee (as defined herein) for deposit in the Revenue Fund established under the Master Indenture to provide the primary source for the payment of the 2022 Bonds and additional Bonds issued under the Master Indenture;

WHEREAS: VRE has developed a Green Bond Framework for the 2022 Bonds (the "Green Bond Framework") in accordance with the Green Bond Principles issued by the International Capital Markets Association (the "GBPs") and has procured Kestrel Verifiers to provide a second party opinion that the 2022 Bonds satisfy the GBPs;

WHEREAS: The foregoing arrangements will be reflected in the following documents, forms of which have been presented to this meeting and filed with NVTC's records:

- (i) The Master Indenture of Trust dated June 1, 2022 (the "Master Indenture"), between NVTC and U.S. Bank Trust Company, National Association, as trustee (the "Trustee");
- (ii) The First Supplemental Indenture dated as of June 1, 2022 (the "First Series Supplement" and together with the Master Indenture, the "Indenture"), between NVTC and the Trustee;
- (iii) The Preliminary Official Statement to be dated the date of its posting (the "Preliminary Official Statement"), pursuant to which the 2022 Bonds are to be offered for sale by the Underwriters;
- (iv) The Bond Purchase Agreement to be dated the date of its execution and delivery (the "Bond Purchase Agreement"), between NVTC and the group of underwriters senior managed by BofA Securities, Inc. (collectively, the "Underwriters");
- (v) The Continuing Disclosure Agreement, to be dated the date of its execution and delivery (the "Continuing Disclosure Agreement"), by PRTC and NVTC;
- (vi) The Assignment and Payment Agreement;
- (vii) The Green Bond Framework and the requirements of Kestrel Verifiers for disclosure about the "Green Bond" designation in the Preliminary Official Statement and the Official Statement (as defined herein) (the "Kestrel Closing Package"); and

(viii) The Agreement regarding Payment and Use of Proceeds of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds), and CROC PayGo Contributions dated the date of its full execution (the "Payment and Use Agreement"), by the Commissions and VPRA, providing the details of the disbursement of the net proceeds of the 2022 Bonds to VPRA for the ROW Project.

WHEREAS: The Master Indenture, First Series Supplement, Bond Purchase Agreement, Preliminary Official Statement, Continuing Disclosure Agreement, Assignment and Payment Agreement, Green Bond Framework, Kestrel Closing Package and Payment and Use Agreement are referred to collectively herein as the "Documents"; and

WHEREAS: Unless otherwise defined, each capitalized term used in this Resolution shall have the meaning given to it in the Indenture.

NOW THEREFORE BE IT RESOLVED that after careful consideration and to further the public purposes for which NVTC was created, the Northern Virginia Transportation Commission hereby authorizes the following:

- 1. Authorization and Details of 2022 Bonds.** The issuance, sale and delivery of revenue bonds of NVTC to be known as the Northern Virginia Transportation Commission, Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (the "2022 Bonds"), is hereby authorized. NVTC shall apply the proceeds of the 2022 Bonds, along with other available funds, in accordance with the Indenture to pay the issuance and financing costs of the 2022 Bonds, to fund any reserves required under the Indenture, and to make contributions to VPRA to support the ROW Project. The Chair of NVTC (the "Chair") is authorized to determine and approve the final details of the 2022 Bonds, including without limitation, the final aggregate principal amount of the 2022 Bonds, the interest rates on the 2022 Bonds, the dates of the 2022 Bonds, the maturity date of the 2022 Bonds, the dates, amounts, and prices of any optional or mandatory redemptions, and the sale price of the 2022 Bonds to the Underwriters; provided, however, that (i) the aggregate principal amount of the 2022 Bonds may not exceed \$140,000,000, (ii) the true interest cost of the 2022 Bonds may not exceed 6.5%, and (iii) the final maturity date of the 2022 Bonds may not be later than December 31, 2053. The Chair's approval of such details will be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement.
- 2. Findings and Determinations.** NVTC hereby finds and determines that the issuance of the 2022 Bonds and application of the proceeds thereof in accordance with this Resolution and the Indenture (i) is necessary for the orderly growth and development of the Districts and will promote the safety, comfort and convenience of their citizens and (ii) is for the common good of the Districts and the Commonwealth as a whole.

3. **Approval of the Documents.** The forms of the Documents are approved. The Chair is authorized to execute and deliver on NVTC's behalf the Documents in substantially the forms submitted to this meeting, with such changes, insertions or omissions as may be approved by the Chair. Such approval shall be evidenced conclusively by the execution and delivery of such documents on NVTC's behalf.
4. **Preparation, Execution and Delivery of 2022 Bonds.** The 2022 Bonds will be in substantially the same form attached as an Exhibit to the First Series Supplement, which form is hereby approved. The Chair is authorized to have the 2022 Bonds prepared, to have the 2022 Bonds executed pursuant to the terms of the Indenture, to deliver the 2022 Bonds to the Trustee for authentication, and to cause the 2022 Bonds so executed and authenticated to be delivered to or for the account of the first purchasers thereof upon payment of the purchase price thereof as provided in the First Series Supplement.
5. **Pledge.** The Revenues and other moneys described in the Indenture are hereby pledged to secure the payment of the principal of and premium, if any, and interest on the 2022 Bonds under such terms and conditions provided in the Indenture. Neither the individual Commissioners of NVTC nor any person executing the 2022 Bonds shall be liable personally on the 2022 Bonds by reason of the issuance thereof. The 2022 Bonds shall not be a debt of the Commonwealth or any political subdivision thereof (including VPRA, any Participating Jurisdiction or Contributing Jurisdiction or any other county or city presently comprised by the Districts or that may agree to join the Districts) other than NVTC. The 2022 Bonds shall not constitute an indebtedness within the meaning of any debt limitation or restriction except as provided under the Transportation District Act. NVTC hereby represents and acknowledges that its authority to receive any or all of the Revenues may be eliminated, changed or limited at any time by action of the General Assembly and that neither the General Assembly nor NVTC can or will pledge, covenant or agree to impose or maintain at any particular rate or level any of the taxes that are expected to generate substantially all of the Revenues or to maintain the CROC Fund for the benefit of the holders of the 2022 Bonds, the Trustee or any other person or entity.
6. **Revenue Stabilization Fund.** NVTC is authorized to transfer up to \$3,750,000 (the "Revenue Stabilization Deposit") to the Revenue Stabilization Fund as established under the Indenture. The Revenue Stabilization Deposit will consist of previously disbursed funds from the CROC Fund held by NVTC.
7. **Sale of 2022 Bonds in Multiple Series.** If market or other conditions are such that the Chair determines that it not advisable to issue and sell the 2022 Bonds all at once in a single series, NVTC is authorized to issue and sell the 2022 Bonds in multiple series from time to time pursuant to Series Supplements, bond purchase agreements, disclosure documents and related documents in substantially the same forms as the Documents presented to this meeting; provided that, in aggregate, the principal amount and other terms of the 2022

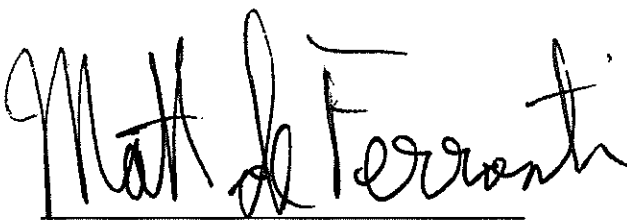
Bonds will be within the parameters set forth in section 1 of this Resolution. The Chair may change the series designation of any such series of 2022 Bonds to reflect the issuance of multiple series, including to reflect the year in which the 2022 Bonds are actually issued.

- 8. Authorization of Bond Anticipation Notes.** If market or other conditions are such that the Chair determines that it is not advisable to issue the 2022 Bonds on a long-term basis, the Chair, without further approval of NVTC as to documentation or otherwise, is hereby authorized to execute, deliver and issue short-term notes of NVTC (the "Notes") at public or private sale in anticipation of the issuance of any or all series of the 2022 Bonds; provided that the aggregate principal amount of the Notes shall not exceed \$125,000,000, the term to maturity of the Notes shall not exceed five years, and the Notes shall have a true interest cost not in excess of 5.75%. The Notes shall be subject to such other terms and conditions contained in this Resolution to the extent not inconsistent with this paragraph. The interest payments on the Notes shall be secured in the same manner as the 2022 Bonds authorized hereunder. NVTC shall retire the Notes either by issuing the 2022 Bonds authorized hereby or by making a payment or payments from any other lawfully available funds, provided that the maximum amount of the 2022 Bonds authorized hereby will be reduced by the amount of Notes retired by other lawfully available funds. If NVTC issues 2022 Bonds to retire the Notes, NVTC shall issue the 2022 Bonds in accordance with the terms of and subject to the parameters contained in this Resolution.
- 9. Preliminary Official Statement and Official Statement.** The Preliminary Official Statement is approved in substantially the form submitted to this meeting with such changes, insertions or omissions as may be approved by the Chair, whose approval will be evidenced conclusively by the execution and delivery of the final Official Statement. The use and distribution of the Preliminary Official Statement by the Underwriters are approved. The Chair is authorized and directed to cause the final Official Statement with respect to the 2022 Bonds to be prepared, to execute and deliver it and to authorize on behalf of NVTC its use and distribution by the Underwriters, which authorization will be evidenced conclusively by such execution and delivery.
- 10. Federal Tax Matters.** The Chair is authorized and directed to execute and deliver on NVTC's behalf simultaneously with the issuance of any portion of the 2022 Bonds a federal tax certificate and regulatory agreement and any similar or ancillary agreements or certificates (collectively, the "Tax Documents"). The Tax Documents shall set forth the expected use of and investment of the proceeds of such 2022 Bonds and related moneys and include such covenants as may be necessary to qualify the interest on such 2022 Bonds for exemption from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations (collectively, the "Tax Code"), and to maintain such exemption. The Chair is further authorized to make on behalf of NVTC such elections under the Tax Code with respect to the

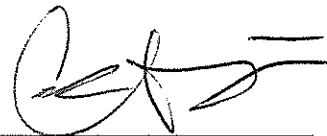
2022 Bonds as he may deem to be in the best interests of NVTC after consultation with NVTC's Bond Counsel and Financial Advisor.

- 11. Continuing Disclosure.** The Chair is authorized and directed to execute and deliver on NVTC's behalf simultaneously with the issuance of any or all series of the 2022 Bonds a Continuing Disclosure Agreement, setting forth the disclosure to be made by or on behalf of NVTC and containing such covenants as may be necessary in order to satisfy the provisions of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. NVTC may, in its discretion, from time to time engage an entity to serve as Dissemination Agent (as defined in the Continuing Disclosure Agreement) to assist NVTC and PRTC in fulfilling their respective covenants and obligations under the Continuing Disclosure Agreement.
- 12. Severability.** If any section, subsection, paragraph, sentence, clause, or phrase of, or project approved by, this Resolution is for any reason held or decided to be unconstitutional or invalid, such decision of unconstitutionality or invalidity shall not affect the validity of the remaining portions. NVTC hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause and phrase thereof and each project listed therein even though any one or more sections, subsections, sentences, clauses, phrases or projects might be declared unconstitutional or invalid.
- 13. Additional Actions.** The Executive Director of NVTC and each member, officer and authorized representative of NVTC and VRE are authorized to execute and deliver on NVTC's behalf such other instruments, documents or certificates, and to do and perform such things and acts as he or she shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Indenture or to cause the 2022 Bonds to be designated as "Green Bonds" under the GBPs. Any of the foregoing previously done or performed by any member, officer, or authorized representative of NVTC or VRE is in all respects approved, ratified and confirmed. In the Chair's absence, the Vice Chair is authorized to take any action specifically assigned to the Chair under this Resolution.
- 14. Effective Date.** This Resolution shall take effect immediately.

Approved this 2nd day of June 2022.



Matt de Ferranti
Secretary-Treasurer



Canek Aguirre
Chair

TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice
DATE: June 30, 2022
SUBJECT: Consent Agenda (subject to approval of chair)

At the July meeting, the Commission will be asked to approve the Consent Agenda, which includes two action items: the contract award for the Envision Route 7 Strategic Framework and the acquisition of procurement cards.

ACTION ITEM: Approve the CONSENT AGENDA

A. ACTION: Approve the Contract Award for the Envision Route 7 Strategic Framework

The Commission will be asked to authorize the executive director to execute a contract with Kimley-Horn and Associates, Inc. to develop a strategic implementation roadmap for the Envision Route 7 Bus Rapid Transit (BRT). This effort will help NVTC to identify and prioritize funding for remaining project phases and develop an interjurisdictional governance approach to guide Route 7 BRT's planning, implementation and operations. The contract will not exceed \$50,000 and is expected to take approximately six months.

The Commission authorized the release of the Request for Proposals (RFP) at the May Commission meeting and subsequently received three proposals. Staff followed NVTC's Administrative Regulations which detail the procedures to competitively procure consultant services.

B. ACTION: Approve the Application and Acquisition of Purchasing Cards

The Commission will be asked to approve the application and acquisition of purchasing cards through Wells Fargo, NVTC's bank for its general and administrative activities. Up to three cards will be acquired; one for each of NVTC's directors, with individual credit lines up to \$10,000. The cards will be used primarily for online back-office purchases, such as software subscriptions and video/web conferencing services, social media accounts, and conference registrations and related expenses. The cards will have spending controls which limit the type of goods and services that may be purchased with the card and will be paid in full each monthly cycle. NVTC's existing expenditure policies and procedures will apply to all purchases made with the cards.

C. ACTION: Authorize the Executive Director to Extend the Contract for Government Relations

The Commission is asked to authorize the executive director to extend the contract for government relations services with the Commonwealth Strategy Group (Aimee Perron Seibert) for a period of one year.

In July 2020, NVTC entered into a two-year contract with Commonwealth Strategy Group to represent NVTC before the Virginia General Assembly and administrative agencies of the Commonwealth on matters affecting NVTC and its role in public transportation in the Commonwealth. NVTC awarded this contract under a contract that was competitively procured by VRE. The one-year contract extension is valued at \$49,160, a 3.1% increase over the current contract.

TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice and Rhonda Gilchrest
DATE: June 30, 2022
SUBJECT: NVTC Electronic Participation Policy

At the July meeting, the Commission will be asked to approve the revised NVTC Electronic Participation Policy to reflect changes to the Freedom of Information Act going into effect September 1, 2022.

ACTION: Approve the Revised NVTC Electronic Participation Policy Effective September 1, 2022

The Commission will be asked to approve the revised [NVTC Electronic Participation Policy](#) to reflect Virginia Code changes going into effect September 1, 2022 to the Freedom of Information Act as a result of action in the 2022 General Assembly. The changes to the policy will be effective September 1, 2022 as well. NVTC's legal counsel, Steve MacIsaac, has reviewed the revisions.

Overview of the Policy

Occasions may arise when a NVTC Commissioner is unable to be physically present at a meeting. Under certain circumstances, Virginia Code ([Freedom of Information Act §§ 2.2-3700 et seq.](#)) permits members of a public body, such as NVTC, to participate in meetings through electronic means such as telephone and video conferencing. The newly passed legislation allows for NVTC to conduct all-virtual meetings as well. The law limits the instances in which this may occur, prescribes procedures that must be followed for electronic participation and requires that a written policy governing such participation be adopted. The revised NVTC Electronic Participation Policy sets forth the instances when a Commissioner may participate in a NVTC meeting electronically and when NVTC may conduct all-virtual meetings and the procedures that apply. The revised policy also includes an updated section on meeting electronically during a declared state of emergency.

The revised NVTC Electronic Participation Policy includes the following major changes from the previous version:

- Incorporates Freedom of Information Act Code language which becomes effective September 1, 2022.
- Incorporates guidelines and procedures that permit a public body to convene an all-virtual public meeting without a physical quorum present at an assembled location, which is limited to no more than two times per calendar year or 25% of the meetings held during

a calendar year and rounded up to the next whole number, whichever is greater; **OR** consecutively with another all-virtual public meeting.

- Updates electronic participation during a declared state of emergency to include emergencies declared by the governor as well as by the locality in which the public body is located. It also updates the purpose of the meeting during a declared state of emergency as to provide for the continuity of operations of the public body or the discharge of its lawful purposes, duties and responsibilities.
- Integrates reformatting changes and minor editing for consistency and clarity.

Several existing guidelines already included in the NVTC Electronic Participation Policy are worthy of note:

- NVTC must still have a physical quorum present for a Commissioner to participate electronically for regular in-person meetings (this provision does not apply to meetings during a declared emergency).
- Electronic participation is still limited by law to two meetings of the public body per each calendar year or 25% of the meetings during a calendar year, whichever is greater, for Commissioners unable to attend due to a personal matter.
- If a Commissioner needs to participate remotely, the member must notify the chair, with copies to the executive director and commission secretary, at least eight (8) hours prior to the meeting and provide the reason (medical or personal). The member must also provide the location of where they will be participating remotely. This only needs to be a general location, such as the name of the jurisdiction, state or another country in which the member is participating. If it is for a personal reason, the member must provide with specificity the nature of the personal reason. This will be all documented in the meeting minutes.
- Nothing in the policy should be construed as to prohibit the use of audio or audio/visual means to increase public participation at meetings even if no Commission members are participating electronically. NVTC welcomes the use of electronic means to increase public access to its Commission meetings.



NVTC ELECTRONIC PARTICIPATION POLICY

Proposed for NVTC Adoption 07-07-2022 to be effective September 1, 2022

(NEW PROVISIONS INDICATED BY RED TEXT)

Occasions may arise when the Northern Virginia Transportation Commission ("NVTC") determines it is necessary to hold **an all-virtual public meeting** or when a NVTC Commissioner is unable to be physically present at a public meeting. Under certain circumstances, the Virginia [Freedom of Information Act](#), Virginia Code Ann. §§ 2.2-3700 et seq., (the "Act") permits a public body, such as NVTC and its duly appointed committees, to conduct **all-virtual public meetings** and also permits members of a public body to participate in meetings through electronic means such as telephone and video conferencing. The Act limits the instances in which this may occur and prescribes procedures that must be followed, including adoption of a policy governing electronic meetings. The NVTC Electronic Participation Policy ("Policy"), as hereafter set forth, identifies the instances when NVTC and its duly appointed committees and sub-committees may conduct all-virtual public meetings, including during a declared state of emergency, and when a commissioner may participate electronically in an in-person NVTC meeting, including NVTC appointed committee and subcommittee meetings, and the procedures that apply.¹

Nothing in this Policy should be construed to prohibit the use of audio or audio/visual means to increase public participation at meetings even if no NVTC Commission members are participating electronically. NVTC welcomes the use of electronic means to increase public access to its meetings. The specific requirements and limitations on electronic participation described herein apply only to the members of NVTC holding a public meeting.

Circumstances When Electronic Participation By a Member Is Permitted for In-Person Meetings

A commissioner may participate in an in-person NVTC Commission or NVTC committee or subcommittee meeting through electronic communication means from a remote location that is not open to the public under the following circumstances:

- A. A commissioner who is unable to attend the meeting due to a **medical reason**:
 - 1) A commissioner's temporary or permanent disability or other medical condition that prevents the commissioner's physical attendance;
 - 2) A medical condition of a member of a commissioner's family that requires the commissioner to provide care and prevents the commissioner's physical attendance;

¹ This Policy does not apply to the Virginia Railway Express Operations Board, which is a joint committee of NVTC and the Potomac and Rappahannock Transportation Commission ("PRTC"). A separate policy, approved by NVTC and PRTC, shall apply to the Operations Board.

- 3) The above subsections A.1 and 2 allows an unlimited number of times a commissioner can participate electronically due to disability, medical condition or care for a family member.
- B. A commissioner who is unable to attend the meeting due to a **personal reason** and identifies with specificity the nature of the personal matter. However, a commissioner may not use remote participation due to personal matters more than two meetings per calendar year or 25% of the meetings held per calendar year rounded up to the next whole number, whichever is greater.

(Example: if NVTC holds 10 or 11 Commission meetings a year, a commissioner could participate electronically for a personal reason 2.5 or 2.75 times, rounded up to three (3) meetings a year. For NVTC committees and subcommittees that do not have an annual meeting schedule or that do not actually hold each meeting on the schedule, the number of times a commissioner may participate in a meeting remotely is not readily calculated and should be done only in consultation with the commission secretary).
- C. A commissioner whose **principal residence is more than 60 miles from the meeting location** identified in the required notice for such meeting.

Procedural Requirements for Remote Participation By a Member in In-Person Meetings

The term “remote participation” is defined by the Act to mean “participation by an individual member of a public body by electronic communication means in a public meeting where a quorum of the public body is otherwise physically assembled.”

Remote participation by a NVTC Commissioner as authorized above (by A-C) shall be only under the following conditions:

1. A quorum of NVTC Commissioners is physically assembled at the primary or central meeting location.
2. NVTC or its committee or subcommittee, as applicable, can make arrangements for the voice of the commissioner who is participating remotely to be heard by all persons at the primary or central meeting location.
3. A commissioner must notify the applicable chair (Commission chair or committee chair), with notification copied to the executive director and commission secretary, on or before the day of the meeting, not later than eight (8) hours prior to the start of the meeting, that such commissioner is unable to attend and identify the reason in A, B, or C above that prevents physical attendance. The request can be made verbally but should be followed up in writing as soon as possible.
4. The minutes must reflect that (1) the existence of a disability or medical condition (which need not be disclosed with specificity) of the commissioner, or of a family member who

requires the commissioner's care, prevents the commissioner's in-person attendance at the meeting; (2) a personal matter, described with specificity, prevents the commissioner's in-person attendance at the meeting; or (3) the commissioner's primary residence is 60 miles or more from the meeting location. The minutes must also reflect a general description of the remote location from which the commissioner is participating in the meeting electronically.

5. A commissioner's remote participation must be in accordance with this Policy. If the commissioner's participation from a remote location is disapproved because such participation would violate the provisions of this Policy or the Act, such disapproval shall be recorded in the minutes with specificity.

NOTE: As stated above, if a commissioner's remote participation is disapproved, the commissioner may still monitor the meeting by listening or watching by electronic communication means. However, the member cannot be counted as present and cannot participate. The minutes shall reflect the names of commissioners monitoring a meeting. In such a situation, as a matter of best practices, the chair should make a statement to inform the public and the other members, such as: *"Please observe that [member name] could not attend today's meeting but is [listening/watching] the meeting by [speakerphone, videoconferencing, or whatever electronic communications means is being utilized]. However, [member name] is only monitoring the meeting and is not counted as present, and cannot make motions, vote or otherwise participate."*

Guidelines for the NVTC Electronic Participation Policy for Remote Participation by a Member in In-Person Meetings

The determination of whether requests by commissioners to participate in NVTC Commission meetings, as well as committee or subcommittee meetings, from remote locations complies with the NVTC Electronic Participation Policy ("Policy") shall be made by the NVTC chair or the appropriate committee or subcommittee chair, subject to final approval by the Commission or committee or subcommittee. The following guidelines shall be used by the chair and NVTC or committee or subcommittee in considering and acting upon requests:

1. This Policy applies to NVTC meetings, including Commission, committee and subcommittee meetings, provided the technology is available to accommodate remote participation.
2. This Policy shall be applied strictly and uniformly, without exception, to all commissioners and without regard to the identity of the commissioner requesting to participate remotely or the matters that will be considered or voted on at the meeting.
3. Notification of the request to participate electronically shall be provided by the commissioner seeking to participate remotely to the applicable chair (Commission chair or committee chair), with notification copied to the executive director and commission secretary, at the earliest practicable time, not later than eight (8) hours before the

meeting start time. The request can be made verbally but should be followed up in writing as soon as possible.

4. Individual participation from a remote location shall be approved unless such participation would violate this Policy or the provisions of the Act. If the Commission or committee or subcommittee votes to disapprove the member's remote participation because such participation would violate this Policy or the Act, such disapproval shall be recorded in the minutes with specificity.
5. The commissioner requesting to participate remotely shall provide sufficient specificity as to the nature of the matter as is necessary for the chair, and the Commission or committee or subcommittee, to determine whether the circumstances warrant remote participation.
6. For purposes of this Policy, a personal matter includes circumstances that prevent a member from physically attending a meeting including personal and business travel.
7. For purposes of this Policy, a temporary or permanent disability or a medical condition of either a commissioner or their family member who requires the commissioner's care that prevents physical attendance at the meeting should be evident based on the nature of the disability or the condition. Examples include temporary hospitalization or being confined to home, contagious illness or any disability that prevents travel to the meeting location.
8. Disclosure of specific medical conditions or disabilities, and medical verification of a medical condition or physical disability shall not be required.
9. More than one commissioner may participate electronically at the same meeting, as long as a physical quorum is present at the primary meeting location.
10. Commissioners participating remotely are allowed to fully participate in NVTC Commission or NVTC committee or subcommittee public meetings, which includes but is not limited to making motions and voting.
11. The commissioner may participate remotely in a NVTC Commission or NVTC committee or subcommittee public meeting, using all available electronic communication means including telephone and video conferencing. For the purposes of this Policy, "electronic communication" is defined to mean "the use of technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities to transmit or receive information." The definition is applicable to all types of electronic participation described in this Policy.
12. Remote participation shall be permitted only under circumstances where all attendees at the primary meeting location, including the public, can, at a minimum, hear the remote member. If the means used for participation in the meeting, or other circumstances at

the remote location, are disruptive to the meeting, the chair, subject to Commission or committee or subcommittee approval, may deny or withdraw the approval to participate remotely, including during the meeting. While not required, the commissioner participating remotely is encouraged to monitor the meeting via electronic means to the extent it is available.

13. NVTC's commission secretary shall be responsible for ensuring a commissioner does not participate electronically for personal reasons more than two times per calendar year or 25% of the meetings held per calendar year rounded up to the next whole number, whichever is greater.

NVTC All-Virtual Public Meetings

An "all-virtual public meeting" is defined by the Act to mean "a public meeting conducted by a public body (i) using electronic communication means (ii) during which **all members of the public body who participate do so remotely rather than being assembled in one physical location** and (iii) to which public access is provided through electronic communication means."

The Act limits the number of times per calendar year NVTC and its committees and subcommittees can conduct all-virtual meetings. NVTC and each of its committees and subcommittees **shall not** conduct an all-virtual public meeting more than two times per calendar year or 25% of their respective meetings held per calendar year rounded up to the next whole number, whichever is greater, OR consecutively with another of their all-virtual public meeting.

Since there is a limited number of times the Commission and its committees and subcommittees can conduct all-virtual meetings during a calendar year, the Commission and its committees and subcommittees will be strategic in planning for these types of meetings, in order to respond to quorum issues or other factors that could influence being able to hold an in-person meeting (i.e. scheduling conflicts such as jurisdictional budget hearings or holidays close to regularly scheduled meetings, etc.). The Commission and its committees and subcommittees may include planned all-virtual meetings as part of its approved meeting schedule. Throughout the year, the Commission and its committees and subcommittees also reserve the right to change the type of meeting to an all-virtual meeting, as long as the required meeting notification procedures are followed.

NVTC staff, in consultation with the Commission chair or appropriate committee or subcommittee chair, will determine whether a public meeting will be all-virtual prior to posting the meeting agenda. NVTC staff will follow all meeting notice requirements required by the Act to inform commissioners and the public of any change in the type of meeting (in-person or all-virtual).

If a quorum is determined to be not achievable for a regularly scheduled in-person meeting, the executive director will consult with the chair to discuss if the meeting should be changed to an all-virtual meeting. If an all-virtual meeting is determined to be needed, staff will notify

commissioners and the public at least 72 hours in advance of the meeting. The agenda will be updated with the all-virtual meeting information and will be posted on NVTC's website.

The all-virtual meeting provisions of this Policy apply to all NVTC public meetings, including the Commission, committees and subcommittees.

Guidelines for All-Virtual Public Meetings

The following guidelines shall be used by the Commission and committee and subcommittee chairs and NVTC staff in conducting all-virtual meetings:

1. The required meeting notice shall indicate whether the meeting will be an in-person or all-virtual public meeting along with a statement notifying the public that the method by which the Commission or its committee or subcommittee chooses to meet shall not be changed unless the Commission or its committee or subcommittee provides a new meeting notice in accordance with the provisions of the Act;
2. Public access to the all-virtual public meeting will be provided via electronic communication means;
3. The electronic communication means used will allow the public to hear all members of the Commission or its committee or subcommittee participating in the all-virtual public meeting and, when audio-visual technology is available, to see the members as well;
4. A phone number or other live contact information will be provided to alert the Commission or its committee or subcommittee if the audio or video transmission of the meeting fails; the Commission or its committee or subcommittee will monitor such designated means of communication during the meeting; and the Commission or its committee or subcommittee will take a recess until public access is restored if the transmission fails for the public;
5. A copy of the proposed agenda and all agenda packets and, unless exempt, all materials furnished to members of the Commission or its committee or subcommittee for a meeting will be made available to the public in electronic format at the same time that such materials are provided to members of the Commission or its committee or subcommittee;
6. The public is afforded the opportunity to comment through electronic means, including by way of written comments, at those public meetings when public comment is customarily received;
7. No more than two members of the Commission or its committee or subcommittee are together in any one remote location unless that remote location is open to the public to physically access it;

8. If a closed meeting is held during an all-virtual public meeting, transmission of the meeting to the public will resume before the Commission or its committee or subcommittee votes to certify the closed meeting as required by the Act;
9. The Commission or its committee or subcommittee will not convene an all-virtual public meeting (i) more than two times per calendar year or 25% of the meetings held per calendar year rounded up to the next whole number, whichever is greater, or (ii) consecutively with another all-virtual public meeting; and
10. Minutes of an all-virtual public meeting held by electronic communication means will be taken as required by the Act and include the fact that the meeting was held by electronic communication means and the type of electronic communication means by which the meeting was held. If a member's participation from a remote location pursuant to this subsection is disapproved because such participation would violate the Policy or the Act, such disapproval shall be recorded in the minutes with specificity.

NVTC Electronic Participation During a Declared State of Emergency

The Act allows any public body to meet by electronic communication means without a quorum of the public body physically assembled at one location under certain circumstances. As part of its NVTC Electronic Participation Policy, the Commission and its committees and subcommittees will adhere to § 2.2-3708.2, which reads:

*Any public body, or any joint meeting thereof, may meet by electronic communication means without a quorum of the public body physically assembled at one location **when the Governor has declared a state of emergency pursuant to § 44-146.17 or the locality in which the public body is located has declared a local state of emergency pursuant to § 44-146.21, provided that:***

- (i) the catastrophic nature of the declared emergency makes it impracticable or unsafe to assemble a quorum in a single location; and*
- (ii) the purpose of the meeting is to **provide for the continuity of operations of the public body or the discharge of its lawful purposes, duties and responsibilities.***

The public body convening a meeting in accordance with this section shall:

- 1. Give public notice using the best available method given the nature of the emergency, which notice shall be given contemporaneously with the notice provided members of the public body conducting the meeting;*
- 2. **Make arrangements for public access to such meeting through electronic communication means, including videoconferencing if already used by the public body;***

3. *Provide the public with the opportunity to comment at those meetings of the public body when public comment is customarily received; and*
4. *Otherwise comply with the provisions of this section.*

The nature of the emergency, the fact that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held shall be stated in the minutes.

The provisions of this section shall be applicable only for the duration of the emergency declared pursuant to § 44-146.17 or § 44-146.21.

NVTC and its committees and subcommittees shall adopt a resolution at each meeting held by electronic means during a declared emergency finding that the need for the electronic meeting exists based on the nature of the emergency, and that the purposes of the meeting as set forth in the meeting agenda comply with the Act.

TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice, Andrew D’huyvetter and Ronnetta Zack-Williams
DATE: June 30, 2022
SUBJECT: Washington Metropolitan Area Transit Authority (WMATA)

Blue Line Derailment Update

On October 12, 2021, a 7000-series Blue Line train derailed and after the start of a National Transportation Safety Board (NTSB) investigation, the Washington Metrorail Safety Commission (WMSC) [ordered WMATA](#) to remove the 7000-series railcars from service. WMATA has begun implementing a three-step return to service plan that includes: 1) restoring 6000-series railcars to service, 2) daily inspection of 7000-series trains using a digital gauge, and 3) installation of multiple Automatic Wayside Inspection System (AWIS) that will permit a gradual restoration of 7000-series trains.

On June 15, WMATA [announced the final review of its final service plan was completed and returned up to eight 7000-series trains to passenger service on June 16](#). The eight trains will first be active on the Green and Yellow Lines and following consistent inspections and delivery of eight trains for daily service, WMATA will then increase service on the Blue, Orange and Silver Lines to every 15 minutes in July. In addition, WMATA is working on phase 3 of its service plan which will require approval from the WMSC to incorporate the use of AWIS equipment as part of the inspection process. WMATA has created a [web page for the 7000-Series Return to Service Updates](#).

At the July meeting, the Commission will welcome WMATA staff to provide a presentation and update on the Yellow Line Bridge/Tunnel and Potomac Yard Construction Travel Alternatives and NVTC staff will give an update on the mitigation efforts for that project, as well as receive reports from the Virginia WMATA Board members and the NVTC WMATA Committee Chair.

A. Yellow Line Bridge/Tunnel and Potomac Yard-Related Metrorail Shutdown Update and Presentation

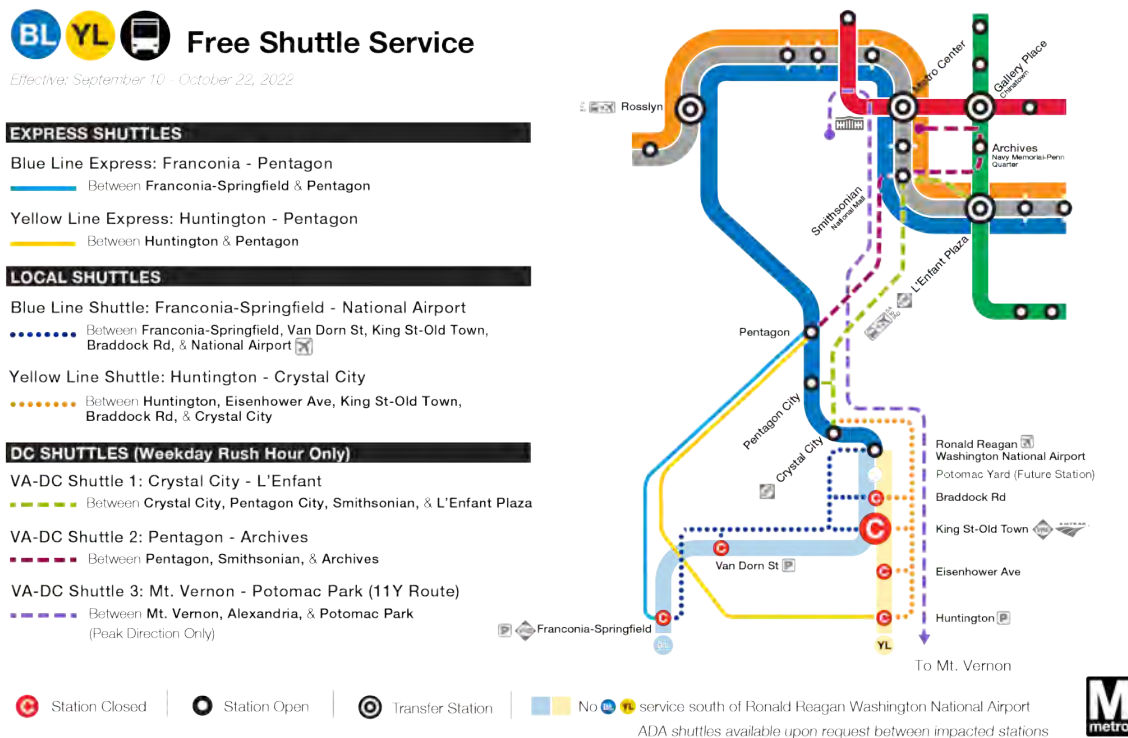
▪ Yellow Line Bridge/Tunnel Rehabilitation and Potomac Yard Construction

At the July Meeting, the Commission will receive an update from WMATA staff on travel alternatives for Metro beginning this summer. As part of its [capital program project schedule for 2022](#), WMATA is preparing for the Yellow Line Bridge/Tunnel Rehabilitation and Potomac Yard Station Tie-In which will begin concurrently on September 10, 2022. The Yellow Line

Bridge/Tunnel rehabilitation will require a closure between the Pentagon and L'Enfant Plaza stations until the work is complete in May 2023, with the Yellow Line being out of service. The steel-lined tunnel near L'Enfant Plaza needs repair to prevent water intrusion and strengthen the tunnel's lining, while the bridge rehabilitation will focus on repairing the bridge. The Potomac Yard construction will require a shutdown of rail service south of Ronald Reagan Washington National Airport to integrate the new tracks and station into the existing Metrorail system. The construction is set to take place for six weeks, ending on October 22, 2022.

These projects will have [two phases of travel alternatives](#). During phase 1 (September 10 - October 22), there will be no rail service south of the airport on the Blue and Yellow Lines (Figure 1). There will be express shuttles every six minutes from Franconia-Springfield and Huntington stations to the Pentagon along with a local Blue Line shuttle that will travel from Franconia-Springfield to the airport every 10-20 minutes and a local Yellow Line shuttle that will go from Huntington to Crystal City every 10-15 minutes. There will also be three shuttles from Virginia into the District during weekday rush hour only; shuttles 1 and 2 will operate every 12 minutes and Shuttle 3 will operate peak direction every 20 minutes.

Figure 1: Yellow Line Bridge/Tunnel Rehabilitation and Potomac Yard Construction Travel Alternatives



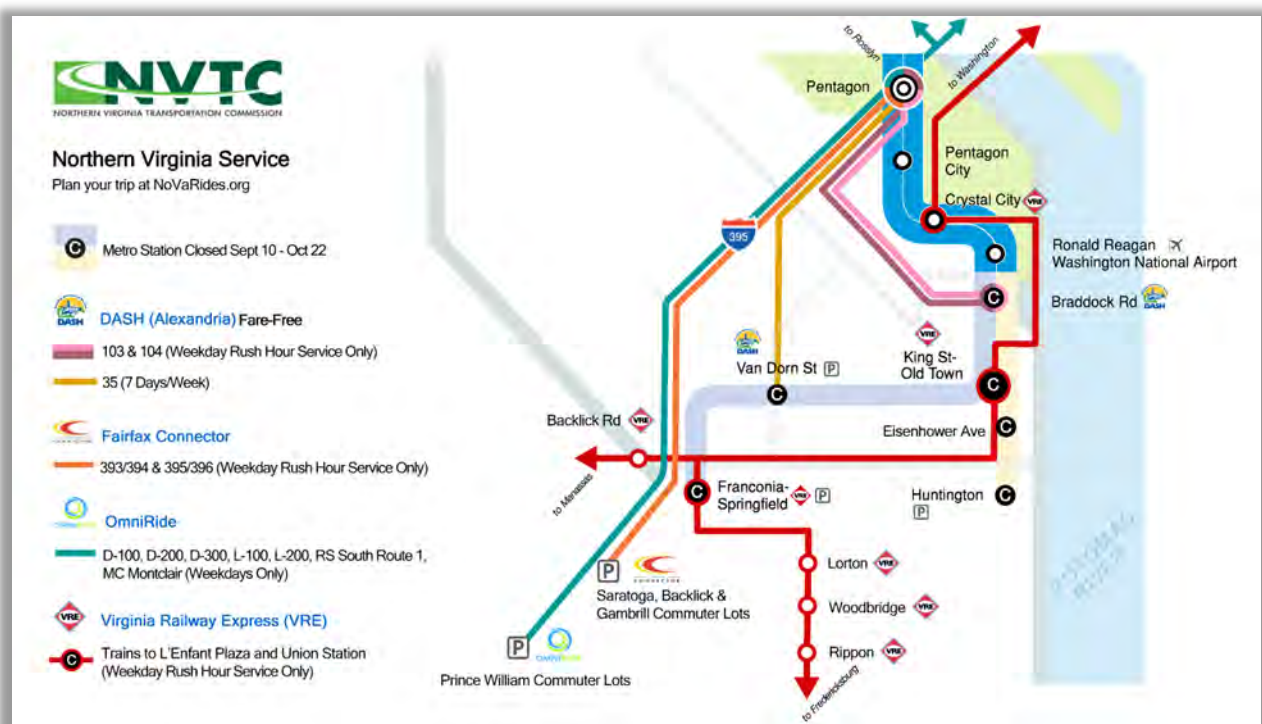
Source: [Major Blue and Yellow Line Construction](#)

During Phase 2 (October 23, 2022 - May 2023), rail service will be restored south of the airport. The Yellow Line will continue to be out of service, and the Blue Line will run from Huntington and Franconia-Springfield Stations to New Carrollton and Largo Town Center. The three shuttles from Virginia to the District from phase 1 will continue to operate during weekday rush hour.

- Regional Coordination to Mitigate the Impacts of the Yellow Line Bridge/Tunnel and Potomac Yard-Related Metrorail Shutdown

At the July meeting, the Commission will also receive an update from NVTC staff on the regional mitigation planning efforts for the Yellow Line Bridge/Tunnel and Potomac Yard-related Metrorail shutdown. NVTC is once again supporting WMATA in coordinating the regional planning effort to mitigate the impacts of this important work. In addition to meeting monthly with representatives from Northern Virginia, WMATA, and key stakeholders, NVTC has prepared a map highlighting supplemental service available from Northern Virginia transit providers (Figure 2). DASH, Fairfax Connector and OmniRide have existing service to transport riders from the shutdown service area to the Pentagon, into the District of Columbia or both. Furthermore, VRE provides access from Franconia-Springfield and King Street-Old Town stations to L'Enfant Plaza and Union Station.

Figure 2: Northern Virginia Local Bus and VRE Service



B. Report from the Virginia WMATA Board Members

- Election of FY 2023 Officers

On June 23, the WMATA Elections Committee [nominated officers for FY 2023](#). Mr. Smedberg was selected as WMATA Board Chair, Ms. Babers as 1st Vice Chair and Mr. Ports as 2nd Vice Chair. The FY 2023 nominated officers were approved at the June 23 WMATA Board meeting.

- Silver Line Phase 2 Update

On June 23, WMATA announced its [ownership of the Silver Line Phase 2, which is known as the Operational Readiness Date \(ORD\)](#). Interim General Manager and CEO Andy Off stated, “This milestone enables our team to test the tracks and systems, train and familiarize our workforce on yard operations, mainline and stations and ensure that we provide safe and reliable service for customers on the extension.” The ORD marks that WMATA has accepted provisional care, custody and control of the project from the Metropolitan Washington Airports Authority (MWAA), which includes six new Silver Line stations, 11.4 miles of new track and a new rail yard. The Silver Line Extension will connect the Metrorail system with Herndon, Washington Dulles International Airport and points in Loudoun County, Virginia. The opening date will be established by the WMATA Board after all standards are met and final acceptance of the line from MWAA is recognized.

- Metro Safety Initiatives

On June 9, the Safety and Operations Committee received an [update on Metrobus, Metrorail and MetroAccess Safety Initiatives](#). As part of its Metrorail safety initiatives, WMATA has installed the first automated inspection system to test the wheelsets of the 7000-series trains to view patterns in wheel migration to identify incidents before they transpire. This is part of WMATA’s strategy to safely return the 7000-series trains to service.

Other rail safety initiatives include replacing 130 escalators at 32 stations over a seven-year period, retrofitting the 6000-series fleet with new couplers to mitigate the risk of train separations and continuing upgrades for the 2000- and 3000-series trains to enable automated Precision Station Stopping and Stop and Proceed commands.

WMATA is preparing for the installation of a collision avoidance system on 300 buses as part of an upcoming procurement. The system will provide warning in advance of impending collisions and give bus operators time to respond before an incident can occur. Other Metrobus safety initiatives include standardizing safety equipment on all buses, partnering with the Metro Transit Police Department to mitigate bus operator assaults and analyzing DriveCam data to detect and address at-risk behaviors.

WMATA has identified the securing of scooters and wheelchairs as a critical safety function for MetroAccess. As part of its MetroAccess safety initiatives, WMATA will standardize and increase wheelchair/scooter securement training, align WMATA and contractor safety committees, improve data collection and analysis to manage risk and continue the “Safety is No Accident” safety campaign.

C. Report from the NVTC WMATA Committee Chair

The NVTC WMATA Committee met on June 16 to strategize on the 2022 Annual Report on the Performance and Condition of WMATA and receive updates from staff on NVTC program activities. For the 2022 report, NVTC staff proposed focusing on five strategies to reduce the growth in costs and improve efficiencies at WMATA:

- New Financial Operating Model
- Labor Costs
- Role of Metrobus and local transit operators
- Fare Evasion
- Rider Confidence

Committee members supported the staff proposals and recommended two additional strategy areas around fare structure and non-fare revenues. The committee also asked staff to include a broader context and discussion about WMATA's upcoming FY 2024 operating budget gap and longer-term structural funding issues.

NVTC staff also provided an update to the committee on staff's research on peer transit agency funding models. Staff are looking at the operating and capital revenues, with a focus on operating, of several peer transit agencies to WMATA and will provide a presentation to the Committee with a summary of their findings in the fall. The next NVTC WMATA Committee meeting is scheduled for July 21 at 6:00 p.m.

D. Other WMATA News

▪ New General Manager/Chief Executive Officer Starts July 25

On June 10, Randy Clarke - the incoming WMATA general manager and CEO - [announced on Twitter his start date will be July 25](#). Mr. Clarke comes to WMATA from Capital Metro (CapMetro) in Austin, Texas, where he served as the president and CEO since 2018. He led the Project Connect Initiative at CapMetro, which was a successful effort of securing one of the country's largest financial voter-approved referendums in history for transit expansion and followed a multi-billion-dollar infusion for the organization's capital program. Prior to CapMetro, he served in several roles at the Massachusetts Bay Transportation Authority including chief safety officer, where he was responsible for the organization's safety oversight and as director of security and emergency management. He served as vice president of operations and member services at the American Public Transportation Association (APTA) for two years leading safety audits and industry peer reviews throughout the country.

▪ Audit of Metrorail's Station Maintenance, Elevators and Escalators

The Washington Metrorail Safety Commission (WMSC) recently prepared its [Audit of Metrorail's Station Maintenance, Elevators and Escalators](#). The audit's scope includes station, elevator and escalator inspection, maintenance, operational practices and procedures, and associated training. The WMSC found that Metrorail's Elevator and Escalator (ELES) Department's engineering and maintenance groups generally coordinate with each other and identified several positive practices while conducting this audit including:

- Metrorail's implementation of a structural inspection manual
- ELES engineering works with ELES maintenance to create new documents and procedures when necessary

- ELES engineering works closely with ELES maintenance and Technical Skills and Maintenance Training instructors
- ELES has an interactive system map
- Metrorail has ongoing, funded long-term plans
- ELES has an up-to-date and effective training lab
- Metrorail updates specifications for new elevator and escalator systems
- The ELES Apprentice Program provides a pipeline of future ELES journeymen

However, this audit revealed areas where WMATA is not meeting its written requirements or lacks satisfactory procedures and training. The WMSC issued nine findings requiring WMATA to develop corrective action plans. Furthermore, the WMSC issued the following recommendations WMATA must address:

- Metrorail has an opportunity to improve safety by ensuring an adequate number of trained personnel are available to perform tasks that are assigned to Plant Maintenance (PLNT).
- Metrorail has effective training instructors for ELES personnel; however, their experience does not match the written requirements for the positions.
- Metrorail has an opportunity to improve data collection and analysis necessary under its Public Transportation Agency Safety Plan (PTASP) by providing more PLNT and ELES personnel with improved, formal training on the use of Metrorail's maintenance management information system (Maximo).
- Metrorail can improve the safety of escalators by formalizing procedures to ensure that escalators are regularly operated opposite their normal direction when safe to do so.

Each recommendation is accompanied by a possible corrective action for WMATA to make improvements.

▪ WMATA to Seek Public Input on Improvements to the Franconia-Springfield Station

WMATA is seeking public input on [proposed changes to improve access to the Franconia-Springfield Metro Station](#). These changes will support the Frontier Drive Extension Project, led by the Virginia Department of Transportation (VDOT) and Fairfax County, which proposes to extend Frontier Drive to Loisdale Road near the Franconia-Springfield Metro Station to improve connectivity to the employment center. Components of the proposed design include eliminating the pick-up/drop-off area, adding a new bus layover facility, adding three new bus bays, reconfiguring sections of the Franconia-Springfield Station circulatory road and access to parking garage entrances, adding two new signalized intersections and reconfiguring one intersection to improve traffic flow and operations. WMATA and VDOT will host a joint virtual public hearing on July 12, 2022, at 7:00 p.m. that will consist of a presentation and Q&A period. Additionally, the public can [take a survey and provide written comments](#) up until July 29, 2022 at 5:00 p.m. These comments will be provided to the WMATA Board and incorporated into the final decision-making process.



Proposed CTB Changes to the CMTF and NVTC-WMATA State Assistance

TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice and Scott Kalkwarf
DATE: June 30, 2022
SUBJECT: Proposed Commonwealth Transportation Board (CTB) Changes to the Commonwealth Mass Transit Fund and NVTC-WMATA State Assistance

At the July meeting, the Commission will receive an update on proposed Commonwealth Transportation Board (CTB) changes to WMATA assistance provided by the Commonwealth Mass Transit Fund (CMTF), which would impact how state assistance to NVTC jurisdictions for WMATA will be allocated in FY 2023.

Proposed Reduction in State Funding to NVTC Jurisdictions for WMATA Subsidies

On June 21, the [Secretary of Transportation proposed to the Commonwealth Transportation Board \(CTB\)](#) a reduction of \$71,984,017 from the Commonwealth Mass Transit Account WMATA Assistance line item for FY 2023. These funds are the state aid that is used by NVTC jurisdictions to support their capital and operating subsidy payments to WMATA. The CTB approved the remaining DRPT FY 2023-2028 Six-Year Improvement Plan (SYIP) but specifically pulled the Commonwealth Mass Transit Fund 'CMTF WMATA Assistance' line item for deferred action at the July 2022 CTB meeting.

The [Draft FY 2023 DRPT SYIP](#), released in April 2022, proposed the allocation of approximately \$273 million in NVTC-WMATA assistance for FY 2023. This funding level was consistent with the authority granted to CTB by the 2020 Transportation Omnibus bill that allows state assistance to be flexibly allocated prior to the implementation of new formulas¹ included in the 2020 Transportation Omnibus bill. As a result, DRPT proposed a significant increase in FY 2022 and FY 2023 state funding for DRPT's transit programs, including NVTC's jurisdictional payments to WMATA as well as local transit system operating and capital assistance.

The [attached DRPT Assistance Through NVTC chart](#) provides an overview of DRPT funding for NVTC-WMATA and NVTC jurisdiction local operations for FY 2022 (original and amended) and FY 2023.

¹ Enactment Clause 11 of the 2020 Transportation Omnibus Bill: *That notwithstanding the provisions of this act, the Commonwealth Transportation Board (i) shall take actions deemed necessary in fiscal years 2021, 2022 and 2023 to ensure appropriate coverage ratios for any outstanding debt backed by the Transportation Trust Fund and (ii) shall ensure funds for modal programs and the highway maintenance and operating fund are at least equal to the amounts provided for the six-year financial plan for the Commonwealth Transportation Fund as in effect on January 1, 2020.*

At the June CTB meeting, Secretary of Transportation Miller instead proposed that the NVTC-WMATA Assistance funding would be separated from the transition approach and would be reduced to align with the 2020 Transportation Omnibus Bill formula. As a result, Secretary Miller proposed the redirection of approximately \$72 million from the Draft SYIP (shown in the [attached DRPT presentation](#)) to highway paving projects across the Commonwealth.

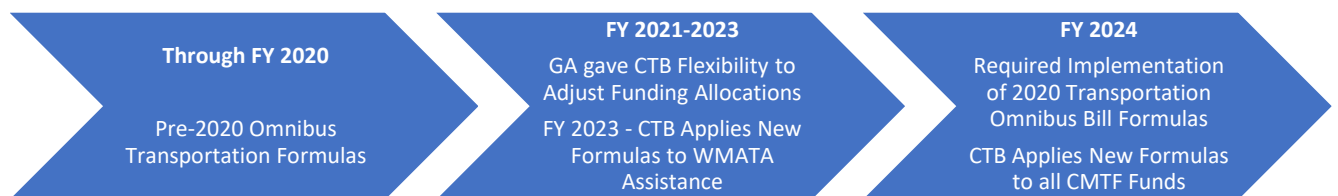
FY 2023 NVTC-WMATA Assistance

Draft FY 2023-2028 SYIP	\$272,824,271
CTB Recommended FY 2023 (using 2020 Omnibus formula)	\$200,840,254
Reduction in proposed FY 2023 NVTC-WMATA Assistance	\$ 71,984,017

Apart from the separate treatment of the NVTC-WMATA assistance, there was little change to other DRPT programs that NVTC and member jurisdictions regularly apply to, such as transit capital, operating and technical assistance.

CTB Authority to Transition to 2020 Omnibus Transportation Bill Formula

The allocation changes proposed by Secretary Miller for FY 2023 equate to earlier than required implementation of the new Commonwealth Mass Transportation Fund (CMTF) formula changes as defined in the 2020 Omnibus Transportation legislation. These change the percent of funding provided for NVTC-WMATA subsidy payments from 54.5% to 43.5% of the CMTF. To date, the CTB has used its General Assembly-approved authority to hold off changing these formulas to allow for a two-year transition.

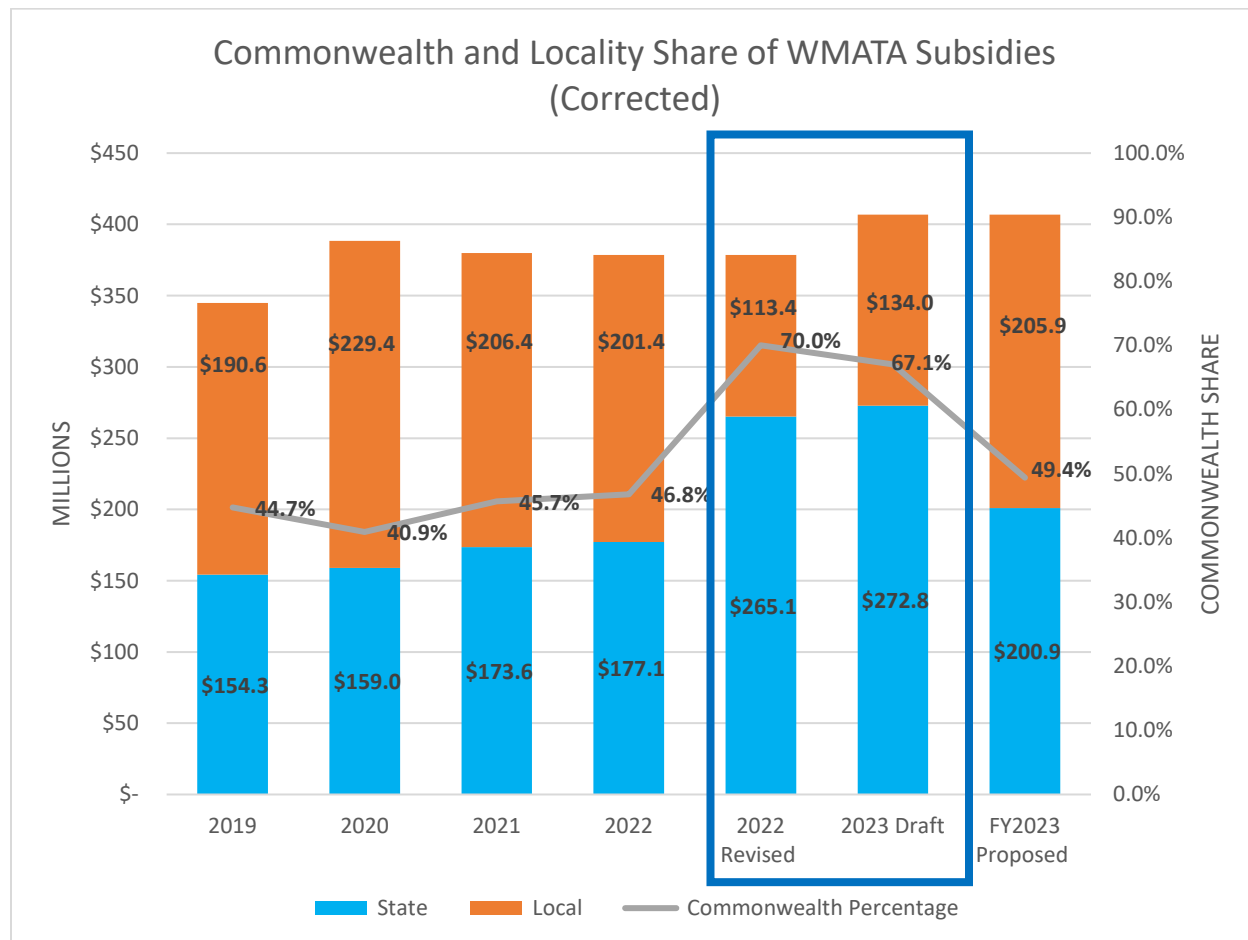


With the approval of Secretary Miller's proposal, in FY 2023 the CTB will have implemented the 2020 Omnibus Transportation formulas relevant to the CMTF for the NVTC-WMATA Assistance line only. The remaining CMTF formulas will go into effect in FY 2024.

Correction of Commonwealth and Locality Funding of WMATA Subsidies

During the June 21 CTB meeting, a chart was presented showing the amount of state aid available for WMATA via NVTC as a percentage of the total WMATA operating subsidies for Virginia jurisdictions each year. Unfortunately, the chart presented to the CTB provided inaccurate information on the use of DRPT funding for NVTC/WMATA, implying that all the state funding is used by the localities to support WMATA operating assistance (not both operating and capital). As a result, the chart presented inaccurately showed that state funding represented nearly 90% of the total operating subsidy.

The chart below corrects the one presented at the CTB meeting and provides a comparison of the NVTC jurisdictions' WMATA subsidies, and the amount of state assistance provided from FY 2019 through FY 2023.





DRPT Assistance Through NVTC								
Local Operating Assistance					NVTC - WMATA	Total NVTC	Loudoun County	
Alexandria	City of Fairfax	Fairfax County	Arlington County	Total				
FY 2022								
Approved FY 2022 SYIP	4,804,729	857,184	16,444,697	3,840,395	25,947,005	177,101,785	203,048,790	4,001,622
January 2022 CTB Action	2,519,958	534,140	10,905,211	1,761,851	15,721,160	87,995,148	103,716,308	2,654,460
Amended FY 2022 Funding	7,324,687	1,391,324	27,349,908	5,602,246	41,668,165	265,096,933	306,765,098	6,656,082
Percentage Increase	52.4%	62.3%	66.3%	45.9%	60.6%	49.7%	51.1%	66.3%
FY 2023								
Draft FY 2023 SYIP	7,229,866	1,369,833	28,910,548	6,286,037	43,796,284	272,824,271	316,620,555	5,207,681
Proposed CTB action	-	-	-	-	-	(71,984,017)	(71,984,017)	-
Proposed Final	7,229,866	1,369,833	28,910,548	6,286,037	43,796,284	200,840,254	244,636,538	5,207,681
FY 2023 Increase								
Over Approved FY 2022	2,425,137	512,649	12,465,851	2,445,642	17,849,279	23,738,469	41,587,748	1,206,059
FY 2023 Increase (Decrease)								
Over Amended FY 2022	(94,821)	(21,491)	1,560,640	683,791	2,128,119	(64,256,679)	(62,128,560)	(1,448,401)



FY 2023 Commonwealth Mass Transit Fund (CMTF) Recommended Funding Changes

John Lawson, Deputy Secretary of Transportation

June 21, 2022

2020 Omnibus Transportation Bill Implementation

- ❑ The 2020 Omnibus Transportation Bill created the Commonwealth Transportation Fund (CTF) and established new distributions formulas of the CTF revenues to the HMOF and the TTF
- ❑ New formula distributions for TTF revenues were also established
 - ❑ Included formula for the Highway Construction Fund and the Commonwealth Mass Transit Fund (CMTF)
- ❑ The Code requires the use of the new formulas by FY2024
- ❑ Flexibility was provided in the Omnibus to smooth out the program funding during the transitional period
- ❑ In FY2023, the new Code prescribed formulas were used for to distribute the CTF revenues to the HMOF and the TTF and to the TTF programs
- ❑ Construction Fund amounts were also distributed using the Omnibus formulas
- ❑ However, the CMTF revenues were distributed using the previous formulas and assumptions

Recommended FY2023 Changes

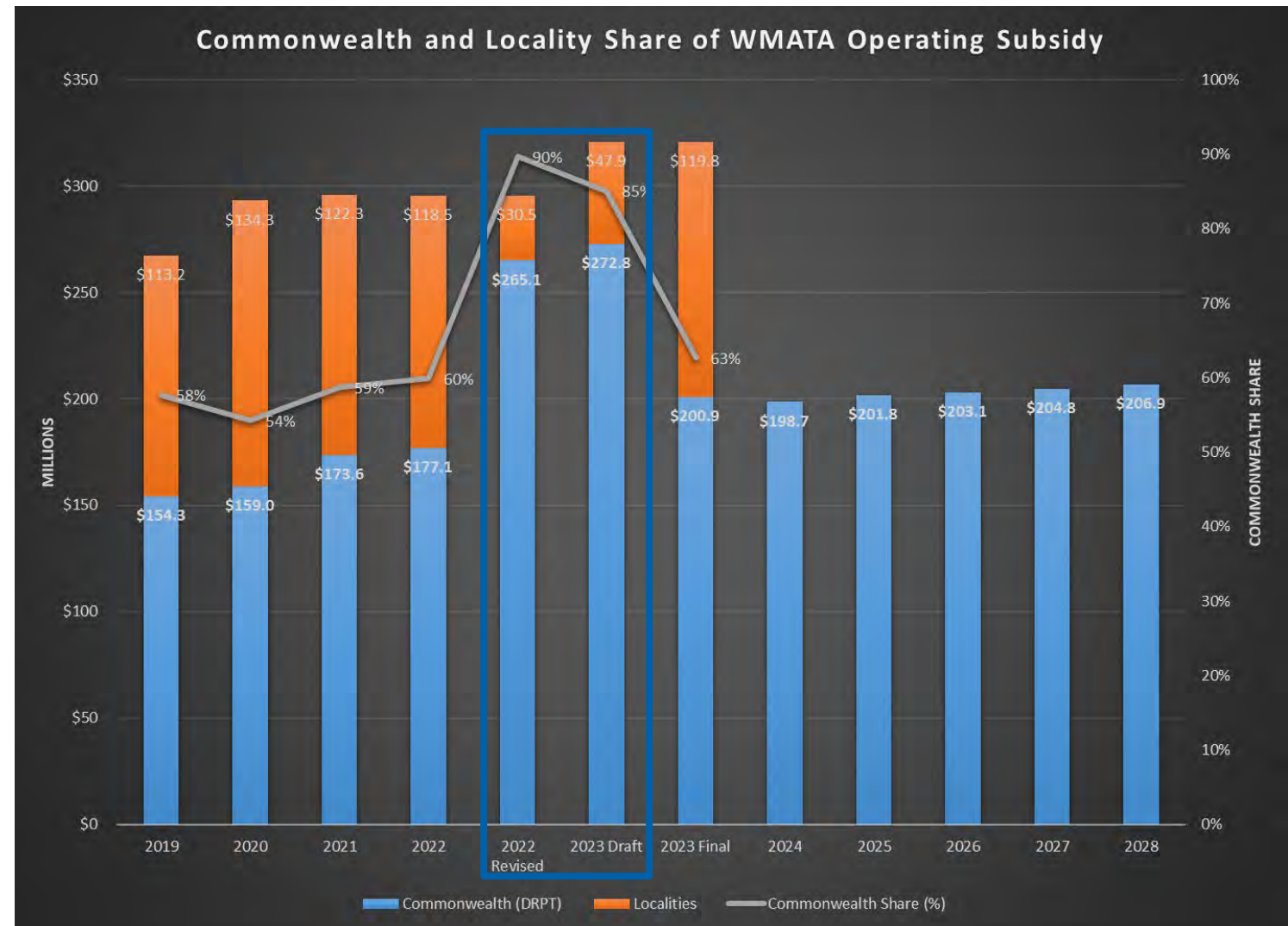
- ☐ Implement the new Code formulas for the CMTF starting in FY2023 and adjusts the use of the directed allocations:
 - ☐ Provide the \$50 million PRIIA off the top of the CMTF
 - ☐ Distribute of the balance of the CMTF by prescribed formulas
 - ☐ Allocate \$201 million to NVTC for WMATA support, comparable to out-year amounts
 - ☐ Provide directed allocations to Transit Operating and Capital to maintain Draft funding levels
- ☐ Use the remaining directed allocations for Paving Investments to provide additional reserves to protect against cost escalation
- ☐ Seek CTB approval in July 2022

FY2023 CMTF Distributions Analysis

	Previous %	Omnibus %	Draft FY2023 SYIP	Omnibus %	Difference	Recommended	
						FY2023	Difference
TTF - Transportation Trust Fund							
CMTF Formula Revenues			\$ 504,342,495	\$ 504,342,495	\$ -	\$ 504,342,495	\$ -
Off the top Deductions			22,427,969	22,427,969	-	22,427,969	-
Net CMTF Revenue to Allocate to Programs			481,914,526	481,914,526	-	481,914,526	-
CTB Directed Omnibus Funding							
CTB PRIIA Direct Funding			50,000,000	-	(50,000,000)	-	(50,000,000)
CTB Directed Operating Funding			15,000,000	-	(15,000,000)	47,800,000	32,800,000
CTB Directed Capital Funding			20,000,000	-	(20,000,000)	2,500,000	(17,500,000)
CTB Directed WMATA Assistance			15,000,000	-	(15,000,000)	-	(15,000,000)
CTB Directed Ridership Incentive & Free Rides			20,000,000	-	(20,000,000)	-	(20,000,000)
Total CTB Directed			120,000,000	-	(120,000,000)	50,300,000	(69,700,000)
Amount Provided to CMTF			601,914,526	481,914,526	(120,000,000)	532,214,526	(69,700,000)
Distribution of CMTF and CTB Directed							
PRIIA off the top of the CMTF			-	50,000,000	50,000,000	50,000,000	50,000,000
Available for Formula Distribution			481,914,526	431,914,526	(50,000,000)	431,914,526	(50,000,000)
CMTF WMATA Assistance	53.5%	46.5%	272,824,271	200,840,254	(71,984,017)	200,840,254	(71,984,017)
CMTF Operating Assistance	31.0%	27.0%	164,393,503	116,616,922	(47,776,581)	164,416,922	23,419
CMTF Capital Assistance	12.5%	18.0%	80,239,316	77,744,615	(2,494,701)	80,244,615	5,299
CMTF Special Programs	3.0%	2.5%	14,457,436	10,797,863	(3,659,573)	10,797,863	(3,659,573)
CMTF Transit Ridership Incentive	0.0%	6.0%	20,000,000	25,914,872	5,914,872	25,914,872	5,914,872
PRIIA Funding			50,000,000	-	(50,000,000)	-	(50,000,000)
Total			601,914,526	431,914,526	(170,000,000)	482,214,526	(119,700,000)
Total including PRIIA			\$ 601,914,526	\$ 481,914,526	\$ (120,000,000)	\$ 532,214,526	\$ (69,700,000)

2020 Omnibus Transportation Bill Implementation

- ❑ The Draft FY2023 SYIP/Budget provided a significant uplift above previous and future funding levels - \$96 million over the original FY2022 amount and \$72 million over the planned FY2024 amount
- ❑ The FY2022 Revised SYIP/Budget provided an additional \$88 million, a 50% increase
- ❑ Implementing the CMTF formula in FY2023 would bring FY2023 in line with the out-year estimates – \$201 million, \$24 million over original FY2022 amount



Planned Omnibus Investments

Directed allocations for FY2023

<i>(in millions)</i>	FY 2023 Draft	FY 2023 Final
Special Structures*	\$80.0	\$80.0
Virginia Highway Safety Improvement Program	25.0	25.0
District Grant Program	17.5	17.5
High Priority Projects Program	17.5	17.5
Ports	4.0	4.0
Aviation	1.5	1.5
Space	1.5	1.5

<i>(in millions)</i>	FY 2023 Draft	FY 2023 Final
PRIIA Match	\$50.0	\$ -
Transit Operating	15.0	47.8
NVTC for WMATA	15.0	-
Ridership Incentive	20.0	-
Rail	32.7	32.7
Transit Capital	20.0	2.5
DMV	8.5	8.5
Paving Investment (Reserves)	-	69.7

* Special Structures amount in FY 2023 prescribed by the *Code of Virginia § 33.2-1524, C.*

TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice, Xavier Harmony and Sophie Spiliotopoulos
DATE: June 30, 2022
SUBJECT: Transit Resource Center

At the July meeting, the Commission will receive a briefing on regional transit trends though the pandemic and an update on the Envision Route 7 Bus Rapid Transit project.

A. Regional Transit Performance Through the Pandemic

NVTC staff is preparing a report that evaluates and seeks to better understand transit trends in Northern Virginia through the COVID-19 pandemic. This evaluation had four main goals:

- Provide an overview of the major transit trends in Northern Virginia for the past three years
- Explore how Northern Virginia travel patterns or habits might have changed
- Explore how Northern Virginia transit services have changed
- Summarize the analysis and findings to provide transit takeaways for the region

Using data primarily provided by the Virginia Department of Rail and Public Transportation (DRPT), ridership trends were different for different transit modes. Rail services had a larger change in ridership and has been slower to recover than bus and paratransit. Upon further analysis, the data shows that the change in ridership behavior was not uniform. Saturday and Sunday ridership is now stronger compared to weekday ridership, suggesting more of the significant, longer-term ridership changes are due to impacts to commuting and less so recreational transit trips. At the beginning of the pandemic, Northern Virginia transit agencies reduced the amount of transit service provided by more than 30% but average service levels returned to pre-pandemic levels by June 2021. However, commuter-focused services have been slowest to recover and service patterns mostly look the same as they did pre-pandemic.

Overall, the evaluation of transit service and ridership data highlighted that, while “one size doesn’t fit all” when it comes to ridership recovery strategies, returning transit service levels to pre-pandemic levels has correlated with ridership recovery. In addition, there is evidence that the way people use transit in the region has changed and NVTC still will continue their research to better understand these new patterns. Finally, through better understanding new travel patterns, the region will be better able to adjust the design of transit services to meet the changes in transit demand.

While some of the negative transit impacts will be resolved as employers return to the office, there are a few things local transit providers and NVTC can do and are doing to help regional transit. First, a few local transit agencies, including DASH, Fairfax County Connector and WMATA,

are in various stages of adjusting and changing their bus services. Second, NVTC will be conducting a regional bus study to help identify new opportunities for cross-jurisdictional transit and identify regional transit gaps, helping to find ways to adjust to the “new normal.” Finally, both NVTC and regional partners are implementing transit marketing and advertising campaigns to help motivate new and returning transit ridership. Through these combined efforts, we expect to see more positive change in the region’s reliance on transit.

B. Envision Route 7 BRT Update

At the July meeting, staff will provide a brief update on the Phase V-I Mobility Study of the Envision Route 7 Bus Rapid Transit (BRT) project. Since its inception, NVTC has led the Envision Route 7 BRT project that when completed will provide high-quality, high-capacity transit service between Tysons and Mark Center in Alexandria, via Seven Corners, Falls Church and the East Falls Church Metrorail Station. The project is currently in the Phase 4-1 Mobility Study which will provide an analysis of traffic operations and impacts as well as include extensive public outreach focused on the City of Fall Church segment of the corridor.

As indicated in earlier updates (Figure 1), public outreach, including the first public meeting for this project phase, will begin this coming fall. NVTC staff and the project team have already begun preparation for this outreach effort and have had multiple meetings to discuss what kind of public outreach approaches to employ, which stakeholders to ensure are included in the process, and when and where outreach events will be held. NVTC staff have already met with the City of Falls Church to discuss some of these details and will be discussing the public outreach planning efforts at the June project stakeholder meeting.

Figure 1 – Envision Route 7 Phase 4-1 Mobility Study Timeline



Public outreach is currently expected to kick off in early September 2022 and will consist of two phases. The first phase will begin in fall 2022 and will focus on creating awareness about the Envision Route 7 project and the current mobility analysis work. Table 1 summarizes the

preliminary outreach strategy for this first phase. The second phase will focus more on obtaining feedback on the no-build and build project concepts.

Table 1 – Envision Route 7 Phase 4-1 Mobility Study Draft Outreach

Outreach Strategy	Brief Description	When	Where
Digital Communications	Promote the public meeting	Early September	-
Public Meeting	Presentation followed by Q&A	Late September	Falls Church (precise location TBD)
In-person events	Focus on providing information to the public with a focus on Title VI populations (groups protected under the Civil Rights Act)	Throughout Fall 2022	Bus stops, farmers markets, grocery stores, laundromats, community centers, apartment complexes in study area

NVTC staff will keep the Commission informed on all outreach events, including when and where they take place, as more details become available.

TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice, Allan Fye, Sophie Spiliotopoulos and Ronnetta Zack-Williams
DATE: June 30, 2022
SUBJECT: Transit Technology Program Update

For the July meeting, the Commission will receive a written update on the Transit Technology Program which leads the implementation of the [Northern Virginia Regional Fare Collection Strategic Plan](#) and NVTC's emerging work on Zero and Low Emission Buses.

A. Regional Fare Collection Program Update

NVTC engages with stakeholders to improve transit through innovative and emerging transit technology and to provide analysis and technical assistance for implementing fare collection and technology solutions.

- Regional Fare Collection Working Groups

NVTC convenes regular meetings of the Regional Fare Collection Working Group to facilitate conversations among regional partners concerning the transition to next generation fareboxes, as well as reduced-fare and fare-free programs and research. Both the Regional Fare Collection Working Group and the Off-Board/All-Door Boarding Sub-group will take the summer months off and reconvene in the fall, giving staff time to prepare an updated and streamlined work plan for the working groups.

- Fare Collection Technical Assistance Close-Out

NVTC has provided technical support from Kimley-Horn through a DRPT Technical Assistance grant over the last several years. The DRPT grant, scheduled to expire on June 30, was recently extended through the end of calendar year 2022 to enable NVTC to utilize all the funds awarded.

This past spring, NVTC staff conducted extensive outreach with all regional partners to reflect on the program to date and identify future, targeted technical assistance needs and associated funding opportunities.

B. Zero-Emission Bus Update

- Zero-Emission Bus Working Group

In March 2022, NVTC hosted the first Zero-Emission Bus (ZEB) Working Group meeting. This group was formed to provide a forum for regional partner staff, WMATA and DRPT to discuss and share information on plans, procurement and funding; discuss opportunities to work together; and

learn from the technical expertise of industry experts across the country. The initial meeting laid out a workplan for the year and subsequent meetings have included presentations and engaging discussions on OmniRide and Loudoun County Transit's ZEB efforts. This working group will also take the summer off and reconvene in the fall, giving staff time to prepare an updated and streamlined work plan for the group.

- ZEB Strategic Plan Funding Update

On June 21, the Commonwealth Transportation Board (CTB) adopted the FY 2023-2028 Six-Year Improvement Plan (SYIP) which includes approval of a DRPT Technical Assistance grant to prepare the *Northern Virginia Regional Zero-Emission Bus Strategic Plan*. The plan will include an implementation study with guidance specific to each regional partner, including regionally aligned agency transition planning and coordination for Northern Virginia transit agencies.

The Commission approved the release of the Request for Proposals (RFP) at the June meeting. Staff anticipate seeking Commission authorization to award a contract in either September or October.

TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice, Ben Owen and Adam Hager
DATE: June 30, 2022
SUBJECT: Commuter Choice Update

Staff will be available during the July Commission meeting to address any questions from Commissioners on the following written Commuter Choice program update.

A. I-66 Commuter Choice FY 2023-2024 Program of Projects Update

On June 21, 2022 the Commonwealth Transportation Board (CTB) unanimously approved the FY 2023-2028 Six-Year Improvement Program, which included the \$15.1 million I-66 Commuter Choice FY 2023-2024 Program of Projects that the Commission adopted earlier in June. The program includes seven projects that support the I-66 corridor improvement goals of moving more people and creating viable, effective transportation options, as well as NVTC's program administration and oversight activities for the two-year period. Staff has distributed Standard Project Agreements to the five funding recipients and is working to execute the agreements so that implementation of funded projects may begin promptly. The approved projects are shown in Table 1 below.

Table 1: Approved I-66 Commuter Choice FY 2023-2024 Program of Projects

	Applicant	Application Title	Funding Request
1	City of Manassas Park	Manassas Park VRE Station Parking Garage	\$2,500,000
2	Arlington County	Ballston-MU Metrorail West Entrance	\$4,500,000
3	OmniRide	Renewal of Bus Service from Gainesville to Pentagon and Navy Yard	\$2,560,449
4	Fairfax County	Renewal of Bus Service from Vienna Metrorail Station to Pentagon	\$1,232,850
5	OmniRide	Renewal of Bus Service from Haymarket to Rosslyn	\$947,554
6	Prince William County	TDM Strategy - Fare Buy-Down on I-66 Commuter Bus Service	\$650,000
7	Fairfax County	Trail Access to Vienna Metrorail Station	\$2,200,000
	NVTC	<i>Program Administration and Oversight for FY 2023-2024</i>	<i>\$525,000</i>
		Total	\$15,115,853

B. I-395/95 Commuter Choice Update

The next call for projects in the I-395/95 corridor, for projects to be funded in FY 2024-2025, will open late this year. As a further improvement to the applicant engagement approach, staff has begun informal conversations with eligible applicants about capital projects that could be a good fit with Commuter Choice's eligibility and goals. Staff are encouraging applicants to pursue capital projects since they can provide long-lasting benefits to I-395/95 corridor commuters and help the program maintain its support for high-performing transit services, given the limitation in the program [Memorandum of Agreement](#) that no more than 50% of available program funds may be allocated to transit operations over a nine-year period.

Staff expect to brief the Commission, as well as the Potomac and Rappahannock Transportation Commission (PRTC), on the call for projects this October. In the meantime, staff will reconvene the Joint Commission Working Group (JCWG), which includes three members each from NVTC and PRTC, and serves an intermediary, advisory role for the I-395/95 corridor akin to NVTC's Program Advisory Committee for the I-66 corridor. Staff will engage with individual Commissioners as well as PRTC staff this summer to establish JCWG membership for this next funding cycle.

C. Commuter Choice Policy Refinements

Each summer, the Commuter Choice team reviews program policy to determine if any changes might be necessary related to project eligibility, the technical evaluation process or administration of the program. Staff will review any proposed changes with eligible program applicants this summer and will notify the Program Advisory Committee and Commission should any substantive policy modifications be proposed.

TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice, Tenley O'Hara and Sophie Spiliotopoulos
DATE: June 30, 2022
SUBJECT: Legislative Update

At the July meeting, staff will report on activities over the last month by the General Assembly, the Transit Service Delivery Advisory Committee (TSDAC) and the federal government.

A. General Assembly Update

NVTC's Legislative Liaison Aimee Perron Siebert will provide a wrap up of legislative actions of the General Assembly Session.

Governor Youngkin proposed 38 budget amendments, three in HB 29 (the caboose budget) and 35 in HB 30 (the biennial budget) on June 15. He did not propose any vetoes. As was expected, the governor put forth an amendment to reinstate the gas tax holiday, which failed to pass the House and the Senate as legislation during the Special Session (HB 6001 and SB 6001). Budget Amendment 31 in the biennial budget, "adds enactment clauses to the budget that amends and reenacts § 58.1-2217 of the Code of Virginia to restrict increases in the gasoline and diesel fuels taxes to two percent annually and suspends the state-wide taxes on the wholesale distribution of gasoline and diesel fuel from July 1, 2022, through September 30, 2022." The General Assembly considered these amendments when they reconvened on June 17, and the House adopted the proposed amendment for a three-month suspension of the gas tax, but the Senate rejected Youngkin's proposal again, voting 21-18 to "pass by" the measure, effectively killing the amendment. Governor Youngkin, unable to make any additional amendments, signed the budget into law on June 21, 2022.

B. Transit Service Delivery Advisory Committee (TSDAC) Update

Executive Director Kate Mattice will provide a status report on the work of the Transit Service Delivery Advisory Committee (TSDAC), which has been meeting monthly since earlier this year to support proposed changes by the Department of Rail and Public Transportation related to capital and operating funding as well as transit agency strategic plans. She serves as a member of TSDAC representing the Virginia Transit Association (VTA).

The fourth TSDAC meeting was held on June 10 to review the Commonwealth's capital and operating funding allocation strategy. TSDAC formally recommended updates to the Transit Strategic Plan (TSP) guidelines (Table 1) and updates to the MERIT (Making Efficient and Responsible Investments in Transit) Capital assistance program (Table 2). The recommendations will be brought to the Commonwealth Transportation Board for approval later this year.

Table 1: TSDAC Recommended Updates to the Transit Strategic Plan (TSP) Guidelines

	TSP Guidance Recommendation
Proposed Change #1	Modifying the Annual Update process from a letter submission from each transit agency to a joint quarterly meeting.
Proposed Change #2	Modification of 5-year review from major update to minor update.

Source: [DRPT TSDAC Transit Strategic Plan Guidelines Update](#)

Table 2: TSDAC Recommended Updates to the MERIT Capital Assistance

	MERIT Capital Assistance Recommendation
Edit MERIT Category Definitions	Edit the definitions of the three program categories (State of Good Repair, Minor Enhancements, and Major Expansions).
Edit Local Match Requirement	Add a provision to the CTB policy allowing for a lower local match rate for projects that receive federal discretionary funding.
Create a Capital Discretionary Set-Aside	In order to overcome administrative challenges and better support agencies seeking discretionary funding opportunities, DRPT will create an annual capital set aside allocation that can be distributed to projects seeking funding through federal discretionary grant programs throughout the fiscal year. When a discretionary opportunity arises, projects will be evaluated as part of previously approved Fiscal Year's MERIT Capital Assistance program, and funds can be distributed from this set-aside.
Update Asset Condition Scoring	Update Asset Condition Scores to Lower the floor for earning points to 80% of ESL for all vehicle types.
Update Service Impact Scoring	<ol style="list-style-type: none"> 1. Update the "Service Impact Score" schedule to include more project types and provide higher default scores for certain priority project types up to 40 points] 2. Replace "Additional Considerations" within Service Impact Score with a new scoring category — "Incentive Scoring" [up to 10]
Update Major Expansion Accessibility Metrics	Update the descriptions of the MAJ Accessibility measures to address methodological considerations and provide greater flexibility.
Remove Major Expansion Area Based Weights	Remove the SMART SCALE area-based factor weights from the Major Expansion scoring methodology. Instead, all factors will be equally weighed regardless of the geographic location of the project.

Source: [DRPT TSDAC Capital and Operating Assistance Presentation](#)

TSDAC is continuing to evaluate potential changes to the MERIT Operating assistance program. The committee has focused on maintaining the current formula, as it has been successful in reflecting bus system performance. DRPT staff have provided nine funding scenarios for review, however, there continues to be a disconnect with commuter rail in the formula.

During the public comment period, Joe Swartz of VRE and Penny Newquist of Loudoun County Transit expressed concern over the proposed scenarios. They both indicated interest in a hold-harmless approach to support agencies still recovering from the impacts of the pandemic, especially those agencies that are more commuter-oriented. TSDAC members have asked DRPT to return with more scenarios that address the complexity of commuter rail.

C. Federal Update

On June 23, 2022 the [U.S. House Appropriations Subcommittee on Transportation, and Housing and Urban Development, and Related Agencies](#) approved by voice vote its fiscal year 2023 funding bill. The bill fully funds the public transit authorizations of the Infrastructure Investment and Jobs Act (IIJA). In fact, the total appropriation exceeds the IIJA's levels in FY 2023. It also appropriates the overwhelming majority of additional passenger rail funding authorized by the IIJA.

Specifically, the THUD Appropriations bill, together with the IIJA's advance appropriations, provides a total of \$21.7 billion for public transit in FY 2023, an increase of \$1.2 billion (6%) from the FY 2022 enacted level. This total is \$416 million greater than the amount authorized in the IIJA. The THUD bill and IIJA provide \$17.1 billion for passenger and freight rail in FY 2023, an increase of \$489 million (3%) from the FY 2022 enacted level.

In addition, the report includes [community projects identified by 331 Members of Congress](#) including the proposed \$2 million earmark to support planning work for the Route 7 BRT supported by Congressmen Beyer and Connolly.

The full committee is scheduled to mark up the bill June 30. It is unclear when the Senate will introduce or consider its THUD appropriations bill.

TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice
DATE: June 30, 2022
SUBJECT: Virginia Railway Express (VRE)

At the July meeting, VRE CEO Rich Dalton will update the Commission on recent VRE activities. There are two VRE action items this month including authorization for the VRE CEO to amend the Amtrak Access and Storage Agreement, as well as one action that approves two Master Funding Agreements with the Virginia Passenger Rail Authority (VPRRA). There is also an information item on VRE free fare initiatives.

A. VRE CEO Report and Minutes

VRE CEO Rich Dalton will provide his report. The [VRE CEO Report for June 2022](#) and the [Minutes of the June 17, 2022 VRE Operations Board meeting](#) are attached.

B. ACTION: Approve [Resolution #2482](#): Authorize the VRE CEO to Amend the Amtrak Access and Storage Agreement

As recommended by the VRE Operations Board, the Commission will be asked to approve [Resolution #2482](#), which will authorize the Chief Executive Officer to execute an [amendment to the Amtrak Access and Storage Agreement](#) to reflect adding the future VRE Crystal City Station to the list of joint-use facilities and update the list of eligible Amtrak trains for the cross-honor program. This action will allow Amtrak trains to utilize the future VRE Crystal City Station. Acknowledging this now allows for VRE and Amtrak to formally work collaboratively to ensure the needs of both VRE and Amtrak are met as the final design process continues. This action will also update the eligible Amtrak trains for use by VRE riders as part of the cross-honor program between VRE and Amtrak, as well as the ability for Amtrak to utilize VRE stations.

The [attached VRE memorandum](#) provides more information.

C. ACTION ITEM: Approve [Resolution #2483](#): Authorize the VRE CEO to Execute Two Master Funding Agreements with the Virginia Passenger Rail Authority (VPRRA) for VRE Projects and Track Access Fees

As recommended by the VRE Operations Board, the Commission will be asked to approve [Resolution #2483](#), which will authorize the VRE Chief Executive Officer to execute two agreements with the Virginia Passenger Rail Authority (VPRRA), specifically, a [Master Funding Agreement for VPRRA Supplied Funding for VRE Projects](#) and a [Master Funding Agreement for VPRRA Track Access Elective Contributions for VRE Track Access Fees](#).

With the creation of the VPRA, certain grant functions performed by the Department of Rail and Public Transportation (DRPT) in the past will now be handled by the VPRA. Grants for capital projects and grants for VRE track access fees are the two types of grants VRE has received on an annual basis from DRPT and will continue to receive from the VPRA. New grant agreements with the VPRA have been negotiated, including a Master Funding Agreement for VPRA Supplied Funding for VRE Projects and a Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees.

The [attached VRE memorandum](#) provides more historical context, more information about each agreement and the fiscal impact.

D. VRE Free Fare Initiatives

Throughout the country, transit agencies have initiated free fare programs to stimulate ridership following the pandemic, reward riders for their continued patronage and commemorate important events. VRE staff have evaluated two related free fare proposals for the fall of 2022 and presented these proposals to the VRE Operations Board at its June 17 meeting. The VRE Operations Board will be asked to take action on these initiatives at its next meeting.

- Free Fare September

The above-mentioned benefits stemming from the elimination of fares, when combined with the potential for VRE to demonstrate goodwill during an upcoming disruption to the region's transportation network, led VRE staff to propose "Free Fare September" for all riders. September is typically a month when the regional transportation system is strained, as kids return to school and workers return from summer vacation, and it historically has been one of the highest ridership months for VRE. This September, many federal agencies are expected to transition to more permanent in-office work schedules, moving away from the remote work scenarios implemented during the pandemic. While many agencies and private employers will still allow some teleworking, most will require a higher in-office presence for their workers. VRE staff believe offering free fares for the month of September will encourage commuters who are considering various commute options to try VRE.

VRE staff also believe a Free Fare September will be an effective way to express VRE's gratitude to riders who have stuck with VRE through the pandemic. While VRE has suffered ridership losses due to the pandemic, a core group of riders has continued to patronize VRE service. Allowing them to ride free in September would be a way of saying thanks.

Starting on September 10, WMATA will shut down Metrorail stations south of Reagan National Airport on both the Blue and Yellow Lines. This shutdown will last at least six weeks, and VRE will be a major contributor to the mitigation efforts in the region. Allowing riders to board for free during September will maximize usage of VRE during the first half of the shutdown.

Lastly, 2022 is the 30th anniversary of the start of VRE service. A Free Fare September is an excellent way to commemorate that anniversary.

- Free Fares from Zones 2 and 3 for October

Because the shutdown of Metrorail's Blue and Yellow Line service south of Reagan National Airport will continue for at least three weeks into October, VRE staff also proposes free fares for riders traveling between Zones 2 (Crystal City and Alexandria) and 3 (Backlick and Franconia-Springfield) and from Zone 2 or 3 into Zone 1 (L'Enfant and Union Station) during October. The same free fare would apply for southbound travel from Zone 1 to zones 2 or 3 and between Zones 2 and 3. Zones 2 and 3 generally overlap with the area directly affected by the Metrorail shutdown. Providing free fares for these zones in October will continue VRE's enhanced role in mitigating the effects of the Metrorail shutdown.

The attached VRE memorandum provides more information, including the modest fiscal impact of these initiatives.

CEO REPORT

JUNE 2022



OUR MISSION

The Virginia Railway Express, a joint project of the Northern Virginia Transportation Commission and the Potomac Rappahannock Transportation Commission, will provide safe, cost-effective, accessible, reliable, convenient, and customer responsive commuter-oriented rail passenger service. VRE contributes to the economic vitality of its member jurisdictions as an integral part of a balanced, intermodal regional transportation system.



CEO REPORT | JUNE 2022

TABLE OF CONTENTS

PERFORMANCE AT A GLANCE 3

ON-TIME PERFORMANCE 4

AVERAGE DAILY RIDERSHIP 6

SUMMONSES ISSUED 7

TRAIN UTILIZATION 8

PARKING UTILIZATION 9

FACILITIES UPDATE.....10

UPCOMING PROCUREMENTS11

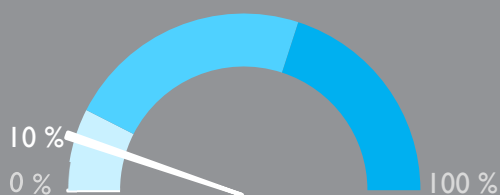
CAPITAL PROJECTS UPDATES.....12



VIRGINIA RAILWAY EXPRESS
A better way. A better life.

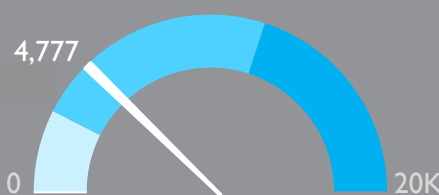


PERFORMANCE AT A GLANCE



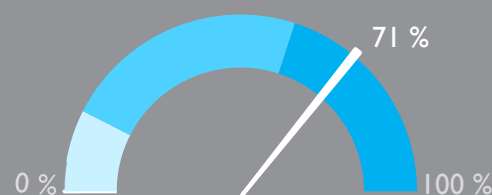
PARKING
UTILIZATION

The total number of parking spaces used in the VRE system during the month, divided by the total number of parking spaces available.



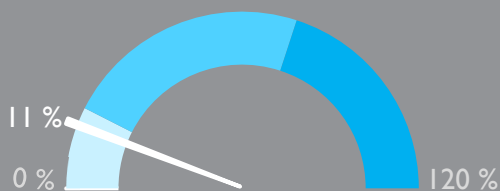
AVERAGE DAILY
RIDERSHIP

The average number of boardings each operating day inclusive of Amtrak Step-Up boardings and reduced, "S" schedule, service.
Same month, previous year: 1,762



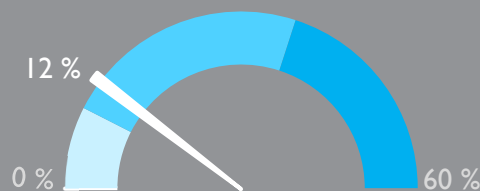
ON-TIME
PERFORMANCE

Percent of trains arriving at their destination within 5 minutes of the schedule.
Same month, previous year: 87%



SYSTEM CAPACITY

The percent of peak hour train seats occupied. The calculation excludes reverse flow and non-peak hour trains.



OPERATING RATIO

Through April 2022

Year-to-date operating revenues divided by year-to-date operating expenses, which represents the share of operating costs paid by the riders.
Board-approved goal: 52%

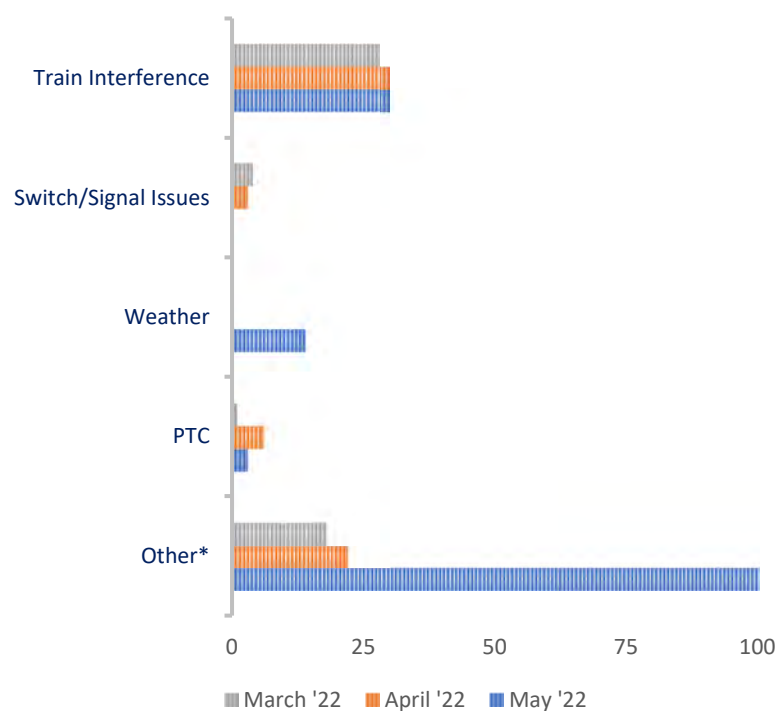
May 2022

ON-TIME PERFORMANCE

OUR RECORD

	May 2022	April 2022	May 2021
Manassas Line	41%	86%	86%
Fredericksburg Line	90%	96%	87%
Systemwide	71%	91%	87%

PRIMARY REASON FOR DELAY

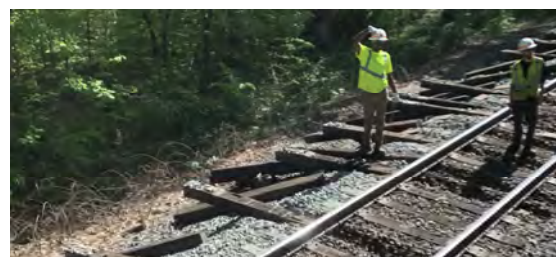


*Includes trains that were delayed due to operational testing and passenger handling.

VRE operated 552 trains in May. The on-time rate for May was 71 percent.

One hundred sixty trains arrived more than 5 minutes late to their final destinations. Of those late trains, 128 were on the Manassas Line (80 percent), and 32 were on the Fredericksburg Line (20 percent).

Due to extensive track work on the Norfolk Southern portion of the Manassas Line, a special schedule was implemented to remove reverse-flow trains and reduce congestion on the corridor. Despite the special schedule, work authority limits, single tracking, and slow orders heavily impacted on-time performance on the Manassas Line.



LATE TRAINS

	System Wide			Fredericksburg Line			Manassas Line		
	Mar.	Apr.	May	Mar.	Apr.	May	Mar.	Apr.	May
Total late trains	51	61	160	23	15	32	28	46	128
Average minutes late	13	15	19	13	14	14	13	15	20
Number over 30 minutes	3	8	25	1	2	4	2	6	21
Heat restrictions	0	0	7	0	0	7	0	0	0

ON-TIME PERFORMANCE

VRE SYSTEM



FREDERICKSBURG LINE



MANASSAS LINE



AVERAGE DAILY RIDERSHIP

VRE SYSTEM



FREDERICKSBURG LINE



MANASSAS LINE



RIDERSHIP UPDATES

Average daily ridership in May was 4,777. There were 21 service days.

Ridership in May continued to trend upward, exceeding 100,000 riders for the month. Ridership remains a priority and we will continue to closely monitor the numbers.

	May 2022	April 2022	May 2021
Monthly Ridership	100,319	91,682	35,232
Average Daily Ridership	4,777	4,366	1,762
Full Service Days	21	21	0
"S" Service Days	0	0	20

SUMMONSES ISSUED

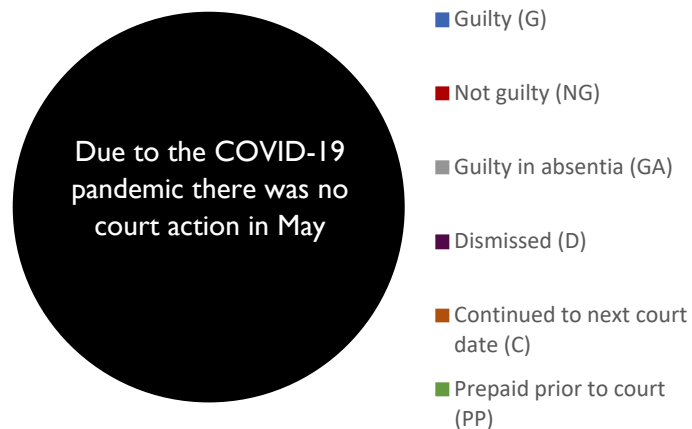
VRE SYSTEM



SUMMONSES WAIVED OUTSIDE OF COURT

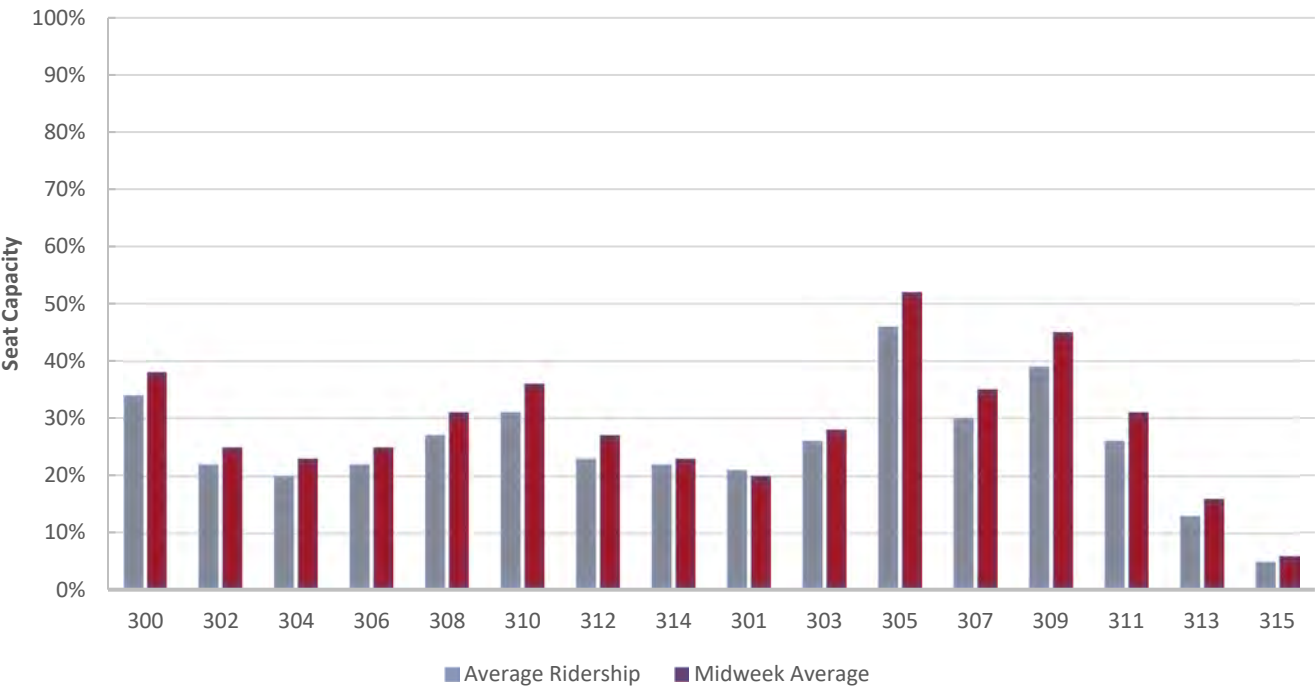
Reason for Dismissal	Occurrences
Passenger showed proof of a monthly ticket	0
One-time courtesy	0
Per the request of the conductor	0
Defective ticket	0
Per ops manager	0
Unique circumstances	0
Insufficient information	0
Lost and found ticket	0
Other	0
Total Waived	0

MONTHLY SUMMONSES COURT ACTION

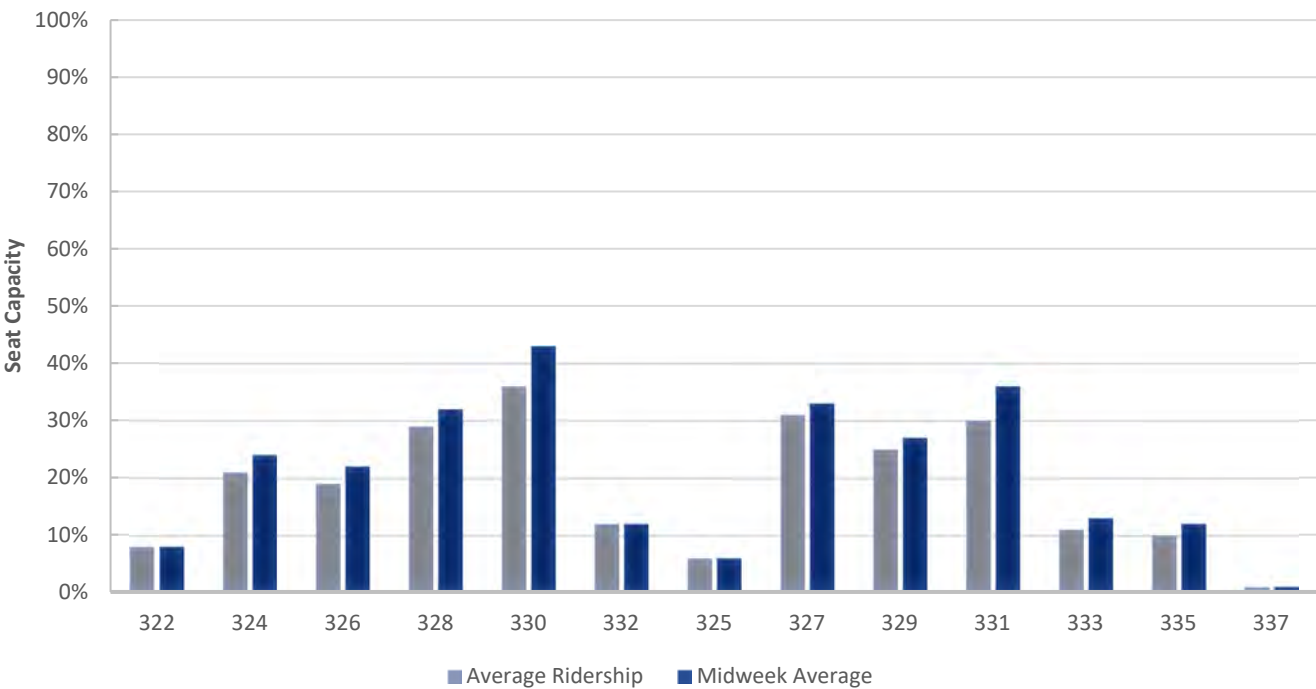


TRAIN UTILIZATION

FREDERICKSBURG LINE

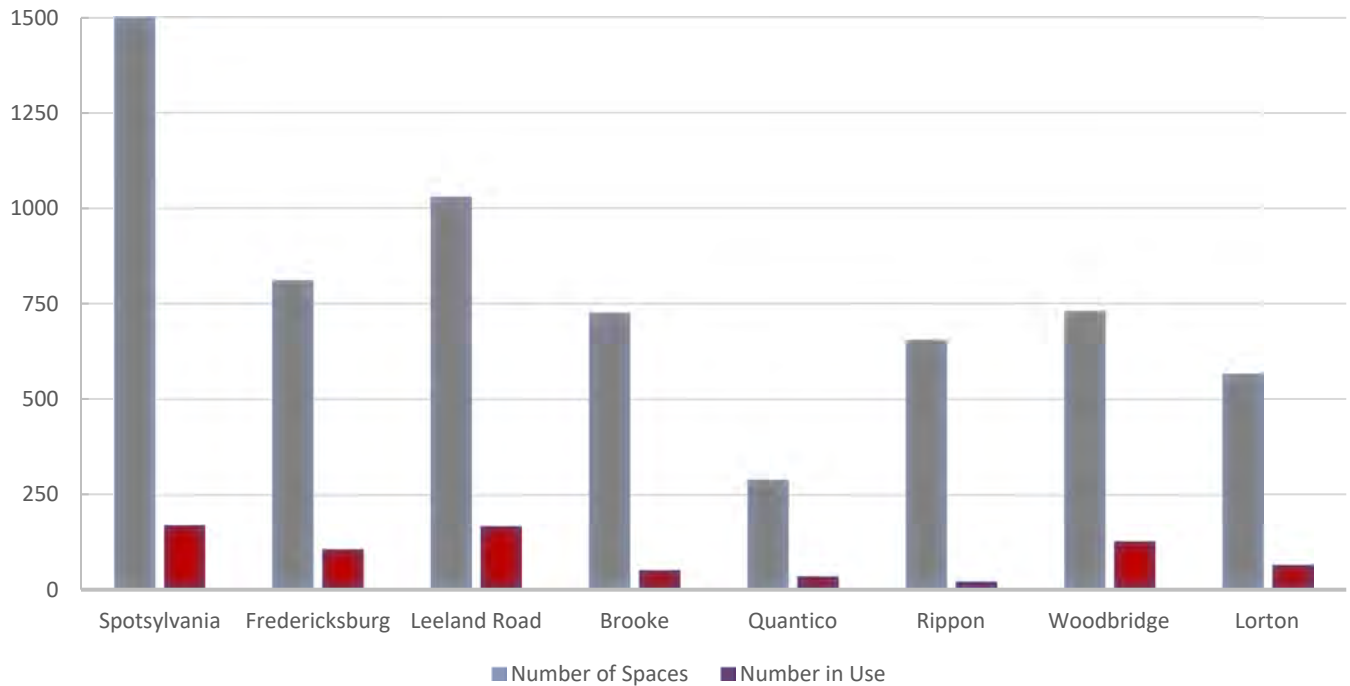


MANASSAS LINE

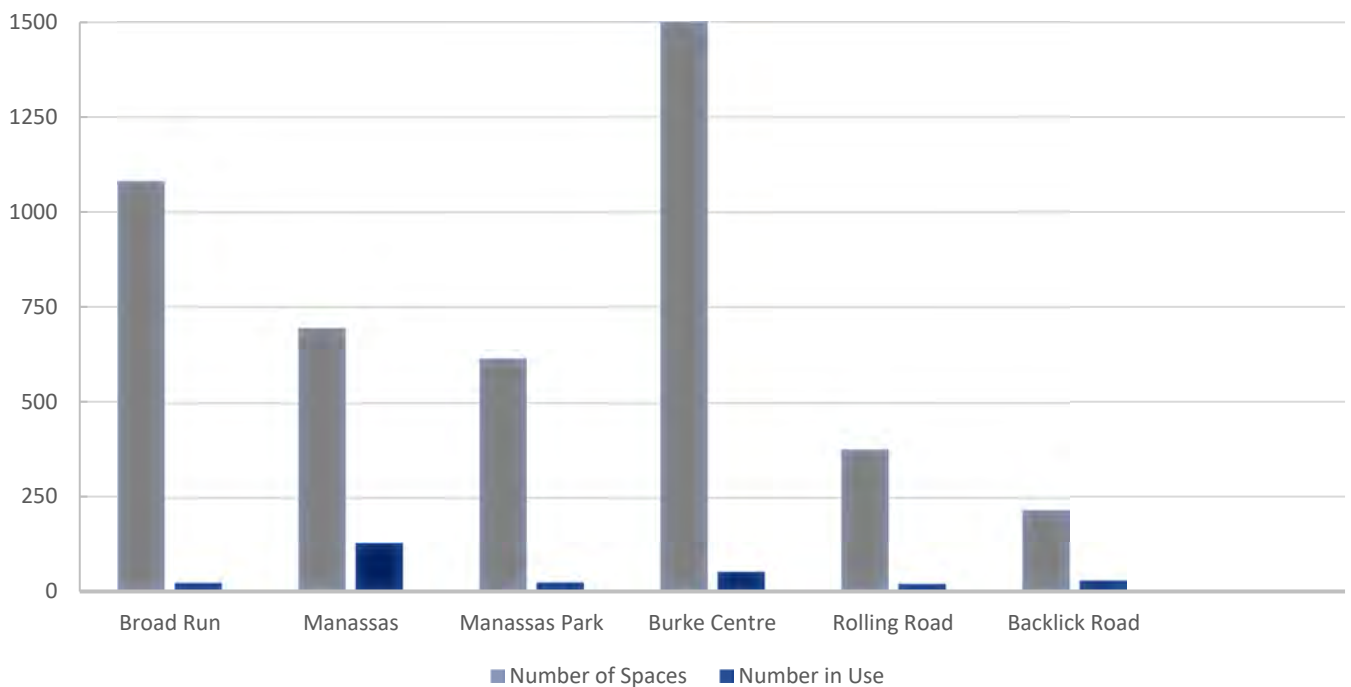


PARKING UTILIZATION

FREDERICKSBURG LINE



MANASSAS LINE

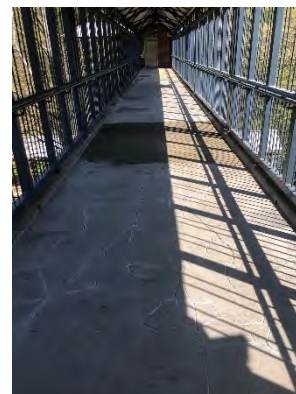


FACILITIES UPDATE

The following is a status update of VRE facilities projects.

Completed projects:

1. Minor repair of bridge structural concrete at Rippon and Brooke stations
2. Replacement of existing platform and canopy lighting with LED lighting at Manassas Park station
3. Construction and installation of temporary timber pedestrian crossings at Backlick Road, Rolling Road, Burke Centre, and Manassas Park stations, to accommodate Norfolk Southern track maintenance



Rippon station bridge before repairs

Projects scheduled to be completed this quarter:

1. Repair of steel components of ADA lift enclosure at Woodbridge station
2. Replacement of windscreen plexiglass panels at Rippon station
3. Repair of canopy roofing at Quantico station
4. Replacement of existing platform and canopy lighting with LED lighting at Burke Centre station
5. Installation of air purifiers at Fredericksburg office, Crossroads MASF and Broad Run MASF buildings
6. Fabrication of pathfinder signage for Fredericksburg and Spotsylvania stations, for subsequent installation by VDOT
7. Installation of additional cubicle workstation at Alexandria headquarters



Rippon station bridge after repairs

Projects scheduled to be initiated this quarter:

1. Minor repair of concrete at Alexandria station
2. Replacement of roof over King Street stairwell at Alexandria station
3. Modernization of east elevator at Woodbridge station
4. Replacement of existing lighting with LED lighting at Fredericksburg Lot G
5. Replacement of fluorescent lighting with LED lighting at Fredericksburg office
6. Restriping of Reserved VRE parking graphics at Fredericksburg Lot C
7. Repair of concrete stairs at Burke Centre station
8. Replacement of existing lighting with LED lighting at Manassas station parking garage

9. Restriping of portions of Broad Run station parking lots
10. Painting of Crystal City, Alexandria, Rippon, Leeland Road and Backlick Road stations

Ongoing projects:

1. Issuance of construction task order for minor structural concrete repairs at Woodbridge station parking garage, pending permit issuance
2. Procurement of construction contract for L'Enfant station waiting area, pending permit issuance
3. Overhaul of emergency generators at Woodbridge and Manassas stations, Alexandria headquarters and Fredericksburg office

UPCOMING PROCUREMENTS

1. Renewal of locomotive head end power engine systems
2. Program management consulting services
3. Modernization of VRE Woodbridge station east elevator
4. Forklift trucks
5. Purchase of LED light fixtures
6. Tactile strip replacements
7. Construction manager / general contractor for the Alexandria station improvements project
8. Broad Run and Crossroads security camera system power and network infrastructure upgrade
9. Station security camera upgrade
10. Locomotive master controllers
11. Construction of Manassas Park station parking expansion

CAPITAL PROJECTS UPDATE

Project Name	Project Description	Current Phase	Budget	Project Notes
Alexandria Station Improvements	Passenger safety will be improved by replacing an at-grade pedestrian track crossing with elevators to connect the two platforms. The elevators and the current and proposed stairs, will connect to the existing tunnel between the two platforms. Adjustments to platform elevation will eliminate the need for step-boxes to access VRE and Amtrak trains. The center platform will be widened and lengthened to accommodate trains on both tracks.	Final Design	\$ 30,975,014.00	Permit coordination ongoing with the City of Alexandria. (May & June2022)
Broad Run Expansion	To accommodate forecasted ridership growth and increase service reliability, improvements are needed at both the Maintenance and Storage Facility (MSF) and station. An enlarged MSF can store longer trains and additional equipment. That requires shifting the existing platform and adding a pedestrian tunnel between the platform and existing and proposed parking lots. A second, 600-space lot and third main track will be constructed.	Final Design	\$ 137,230,000.00	30% redesign in progress. Fieldwork is complete. (June 2022) 30% redesign continues. Fieldwork progressing. Geotechnical borings ongoing (May 2022)
Brooke Station Improvements	Design and construction of a platform extension up to 700 feet to accommodate full-length VRE trains.	Development	\$ 9,284,208.00	VRE has reengaged this project and returned it to the CIP Budget for future years. Project schedule updates pending input from various stakeholders. (Mar. & Apr. 2022)
Crossroads MSF - Storage Expansion, Short-term	The project constructs additional storage tracks at the Crossroads Maintenance and Storage Facility (MSF) adjacent to the existing facility.	Development	\$ 8,365,765.00	VPRA has signed a LONP, allowing development and design work to proceed. (June 2022) A funding ageement is pending. (Apr. & May 2022)
Crystal City Station Improvements	Improved station access and service reliability will result from a new station. The platform at the relocated station will allow for the simultaneous boarding of two full-length trains. The station's design will accommodate a future pedestrian/bicycle connection between the station and the airport.	Development	\$ 50,114,624.00	Stakeholder coordination continues for implementation of the phased design and construction approach, which was presented at the April Operations Board meeting. (May & June 2022)
Facilities Design Guidelines Update	Update to the 2019 VRE Facility Design Guidelines.	Final Design	\$ 80,000.00	Revised draft drawing package received and being reviewed by VRE. (June 2022) Reviewing consultant's initial draft of Guidelines text. Drawing updates anticipated back later this month (May 2022)
Franconia-Springfield Station Improvements	Extended platforms will be able to accommodate eight-car trains, eliminating the need for passengers near the rear to move to a different railcar when disembarking. Enhanced passenger safety and reduced station dwell times will result. The longer platforms will increase operational flexibility and capacity. The design will allow for a future third mainline track.	Final Design	\$ 13,000,000.00	In process of issuing a task order to design a pedestrian tunnel. (May & June 2022)

- continued next page -

CAPITAL PROJECTS UPDATE

Project Name	Project Description	Current Phase	Budget	Project Notes
Fredericksburg Station Rehabilitation	The rehabilitation of platforms, stairs and bridges will improve passenger safety and better accommodate the boarding and disembarking of riders from VRE and Amtrak trains. New stairs will allow passengers to move between the platform and a parking lot without crossing the street at grade level. New signage, sidewalks, lighting and paint are included, as is installation of a low-clearance warning sign to a bridge that has experienced numerous vehicle strikes.	Final Design	\$ 3,000,000.00	The project is in the bid phase. Construction bids are due July 28, 2022. (June 2022) Invitation for bids package complete; agreements finalized. (May 2022)
HQ Office Renovations	The project will improve employee safety and security and maximize workspace efficiency at VRE Headquarters, and will include modifications to kitchen, supply room, mail room, bathroom/shower, office and cubicle areas in the north and south wings. The east wing will be modified to include additional offices.	Construction	\$ 250,000.00	Delivery of additional cubicle workstation for Suite 201 open area expected in mid-June. (June 2022) Elevator lobby wall graphics installed (May 2022)
Leeland Road Parking Improvements	This project will expand the surface parking lot at the Leeland Road station by approximately 225 spaces to accommodate future demand.	Development	\$ 5,519,178.00	The project is funded through Virginia SMART SCALE. Funding is allocated for FY20 and 22. A funding agreement is pending. (May & June 2022)
Leeland Road Station Improvements	Design and construction of a platform extension to accommodate full-length VRE trains.	Development	\$ 6,736,091.00	VRE has reengaged this project and returned it to the CIP budget for future years. Project schedule updates pending input from various stakeholders. (May & June 2022)
L'Enfant Station Waiting Area	The existing platform at the L'Enfant station experiences overcrowding during the evening service period. The proposed project will create an additional paved area behind the existing platform, currently landscaped with shrubs and grass, for riders to wait for trains or to bypass riders waiting on the platform.	Final Design	\$ 350,000.00	Soil borings and report required by District DOEE. Working with consultant to arrange borings. (June 2022) Consutant preparing response to minor review comments from District DOEE (May 2022)
L'Enfant Track and Station Improvements	Expansion of the VRE L'Enfant Station to provide two platform edges and serve full-length trains. Add a new mainline track between LE and VA interlockings.	Development	\$ 79,980,000.00	A property boundary and topographical survey is complete. Alternatives analysis and concept design to define a preferred alternative scheduled to be complete in Sept. 2022 (June 2022) A property boundary and topographical survey is underway. Alternatives analysis and concept design to define a preferred alternative initiated. (May2022)

- continued next page -

CAPITAL PROJECTS UPDATE

Project Name	Project Description	Current Phase	Budget	Project Notes
Lifecycle Overhaul and Upgrade (LOU) Facility	Featuring 33,000 square feet of maintenance space, the LOU will allow VRE to cost-effectively maintain rolling stock, as well as systems and components, in a state of good repair. It will optimize maintenance and reduce costs by allowing the in-house replacement of items before they fail. The LOU will house two tracks that can hold up to four cars at one time and be equipped with a drop table and wheel truing machine. To maintain storage capacity within Crossroads Yard three new tracks are being constructed to provide enhanced flexibility to our operations crews for train movements and storage.	Construction	\$ 52,183,632.00	Placement of shop floor concrete to begin this month along with remaining site work improvements. (June 2022) Installation of sub-floor utilities continues with concrete placement for the 38,000sf shop floor anticipated to begin in June. (May 2022)
Manassas Park Parking Expansion	A new garage will nearly double the 600 spaces currently available in the existing surface lot. A pedestrian bridge will provide grade-separated access to the existing platform and lot. The VRE station and garage are an integral part of the City Center Redevelopment District, the proposed transit-accessible high-density mixed-use town center of Manassas Park.	Final Design	\$ 25,983,000.00	Site plan second submission comments received and addressed. Building plan review comments being addressed. (June 2022) Site plan second submission made to the city. Building plan review comments being addressed. (May 2022)
Manassas Station Improvements	The project expands the VRE Manassas Station platform to serve full length trains and enhances pedestrian access to the station. Alternatives to increase the platform length to enable boarding and alighting from all passenger cars will be evaluated.	Development	\$ 9,125,000.00	This project is funded with I-66 OTB funding. Initiation of project planning pending completion of a Force Account Addendum with Norfolk Southern Railway. (May & June 2022)
New York Avenue Midday Storage Facility	This new facility will store trains currently located in Amtrak's Ivy City coach yard, as Amtrak now has need for the storage tracks. The New York Avenue site, which is proximate to Washington Union Station, will be able to accommodate additional VRE trains.	Development	\$ 89,666,508.00	Reviewing letter of intent with Amtrak which should tee up forthcoming design support agreement. (June 2022) Coordination continues with Amtrak to establish design support agreement. (May 2022)
Potomac Shores Station	This new station, in a master-planned community in Prince William County, is being funded, designed, and constructed by the developer of Potomac Shores in consultation with VRE and other stakeholders. The station will be just a short walk from the town center. A new side platform will be constructed which is designed to be converted into an island platform in the future when the 3rd track is added to corridor operations.	Final Design	\$ -	VPRA, CSX, and VRE comments being incorporated into final 100% plans for pre-final review cycle. Geotech concerns and excess spoil disposal driving design option investigation. (June 2022) VPRA, CSX and VRE comments being incorporated into 100% plans for pre-final review cycle. Geotech concerns and excess spoil locations being coordinated. (May 2022)

- continued next page -

CAPITAL PROJECTS UPDATE

Project Name	Project Description	Current Phase	Budget	Project Notes
Quantico Station Improvements	Service and safety will be enhanced through the construction of a new center platform, ADA-compliant pedestrian bridges, existing platform extension, and third track. These improvements will allow the station to accommodate additional passengers and more frequent and longer trains and operations flexibility with three boardable platform edges.	Construction	\$ 23,973,061.00	Retaining Wall H pile installation continues. Mat slab for tower 3 complete. Mat slab at tower 2 and 1 forthcoming. Platform installation forthcoming behind mat slabs. (June 2022) Retaining Wall H pile installation continues. Mat slab installation at all 3 towers to start mid-May. Platform installation forthcoming mat slabs (May 2022)
Rippon Station Improvements	Extend existing platform with a second pedestrian overpass.	Development	\$ 16,634,794.00	VRE has reengaged this project and returned it to the CIP budget for future years. Project schedule updates pending input from various stakeholders. (May & June 2022)
Rolling Road Station Improvements	An extended platform will accommodate eight-car trains, eliminating the need for passengers near the rear to move to a different railcar when disembarking. Enhanced passenger safety and reduced station dwell times will result. Rehabilitation and repair of the existing platform, replacement of stairs and the existing canopy roof, and an upgrade of the lighting and communication systems are planned.	Construction	\$ 5,000,000.00	New platform nearing completion. Existing platform repairs ongoing (June 2022) New canopy steel and handrails have been installed. New light poles and speakers have been installed. Painting and tactile installation ongoing (May 2022)

For more information about VRE capital projects, visit <https://projects.vre.org/list>



VIRGINIA RAILWAY EXPRESS

1500 KING STREET, SUITE 202 • ALEXANDRIA, VA 22314 • 703.684.1001

VRE.ORG





MINUTES

VIRGINIA RAILWAY EXPRESS

OPERATIONS BOARD MEETING

June 17, 2022

14700 Potomac Mills Road, Woodbridge, VA 22192

Members Present

*Walter Alcorn (NVTC)
 *Sarah Bagley (NVTC)
 *Andrea Bailey (PRTC)
 *Meg Bohmke (PRTC)
 *Libby Garvey (NVTC)
 *Monica Gary (PRTC)
 *Jeanine Lawson (PRTC)
 *Michael McLaughlin (VPRA)**
 *Ralph Smith (PRTC)
 *Daniel G. Storck (NVTC)
 *James Walkinshaw (NVTC)

Jurisdiction

Fairfax County
 City of Alexandria
 Prince William County
 Stafford County
 Arlington County
 Stafford County
 Prince William County
 Commonwealth of Virginia
 City of Manassas
 Fairfax County
 Fairfax County

Members Absent

Preston Banks (PRTC)
 Margaret Franklin (PRTC)
 Lori Hayes (PRTC)
 Matt Kelly (PRTC)

City of Manassas Park
 Prince William County
 Spotsylvania County
 City of Fredericksburg

Alternates Present

Alternates Absent

Canek Aguirre (NVTC)
 Victor Angry (PRTC)
 Pete Candland (PRTC)
 Katie Cristol (NVTC)
 Deborah Frazier (PRTC)
 Jason Graham (PRTC)
 Jeffrey C. McKay (NVTC)
 Alanna Mensing (PRTC)
 Pam Sebesky (PRTC)
 Emily Stock (DRPT)
 Ann Wheeler (PRTC)
 Pamela Yeung (PRTC)

City of Alexandria
 Prince William County
 Prince William County
 Arlington County
 Spotsylvania County
 City of Fredericksburg
 Fairfax County
 City of Manassas Park
 City of Manassas
 Commonwealth of Virginia
 Prince William County
 Stafford County

*Voting Member

**Delineates arrival/departure following the commencement of the Operations Board Meeting. Notation of exact arrival/departure time is included in the body of the minutes.

‡ Indicates Member participated remotely

Staff and General Public

Khadra Abdulle – VRE
Alexander Buchanan - VRE
Cindy Bullock – VRE
Rich Dalton – VRE
Allan Fye- NVTC
Chris Henry – VRE
Christine Hoeffner -VRE

John Kerins – Keolis
Lezlie Lamb – VRE
Steve MacIsaac – VRE Chief Counsel
Kristin Nutter – VRE
Dr. Bob Schneider – PRTC
Mark Schofield – VRE
Joe Swartz – VRE

Vice-Chair Walkinshaw called the meeting to order at 9:03 a.m. The Pledge of Allegiance and Roll Call followed.

[Mr. McLaughlin arrived at 9:05 a.m.]

Safety Briefing – 3

Rich Dalton briefed attendees on safety procedures and assigned specific tasks to qualified staff members in case of an emergency.

Approval of the Agenda - 4

Ms. Bohmke moved, with a second by Ms. Bailey, to approve the agenda as presented. There was no discussion on the motion. The vote in favor was cast by Members Alcorn, Bagley, Bailey, Bohmke, Garvey, Gary, Lawson, McLaughlin, Smith, Storck, and Walkinshaw.

Approval of the Minutes of the May 20, 2022 VRE Operations Board Meeting – 5

Ms. Bohmke moved, with a second by Mr. Alcorn, to approve the Minutes from May 20, 2022. The vote in favor was cast by Members Alcorn, Bagley, Bohmke, Garvey, Gary, McLaughlin, Storck, and Walkinshaw. Members Bailey, Lawson, and Smith abstained.

Vice-Chair's Comments – 6

Vice-Chair Walkinshaw announced the Finance Committee would meet following the Operations Board meeting. The Vice-Chair noted that VRE has resumed its Meet the Management events after a two-year hiatus due to the pandemic. Staff met riders at Union Station on June 15th. Three more afternoon events are scheduled, and Board Members were encouraged to attend.

Vice-Chair Walkinshaw reviewed events planned for commemorating VRE's 30th Anniversary.

Chief Executive Officer's Report – 7

Mr. Dalton briefed the Operations Board on the following items of interest:

- Safety
- Performance
- Ridership

- Ridership Recovery
- Customer Service Survey

Public Comment Time – 8

The Chairman opened the floor for public comment time. There were no speakers; and no written comments were received.

Action Items – 9

Vice Chair Walkinshaw asked Mr. Dalton to review the four action items on the agenda. At the conclusion of Mr. Dalton's summary, Ms. Bagley moved, with a second by Ms. Bailey, to approve and authorize items 9A through 9D. The vote in favor was cast by Members Alcorn, Bagley, Bailey, Bohmke, Garvey, Gary, Lawson, McLaughlin, Smith Storck, and Walkinshaw.

Recommend Authorization to Amend the Amtrak Access and Storage Agreement – 9A

The VRE Operations Board recommends the Commissions approve and authorize the Chief Executive Officer to execute an amendment to the Amtrak Access and Storage Agreement to reflect adding the future VRE Crystal City Station to the list of joint-use facilities and update the list of Amtrak trains eligible for the cross-honor program.

Recommend Approval and Authorization to Execute VPRA Master Funding Agreements for VRE Capital Projects and Track Access Fees – 9B

The VRE Operations Board recommends the Commissions approve and authorize the Chief Executive Officer to execute two agreements with the Virginia Passenger Rail Authority; specifically, a Master Funding Agreement for VPRA Supplied Funding for VRE Projects and a Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees.

Authorization to Amend the Contract for PTC Hosted Back Office Services – 9C

The VRE Operations Board authorizes the Chief Executive Officer to amend the contract with ARINC Incorporated for hosted back-office services for Positive Train Control.

Authorization to Amend a Custodial and Seasonal Services for VRE Facilities Task Order for On-Call Services – 9D

The VRE Operations Board authorizes the Chief Executive Officer to amend a task order for Custodial and Seasonal Services for VRE Facilities with Fresh Air Duct Cleaning, LLC for on-call services.

Information Items – 10

Operations Board Charge to Nominating Committee Regarding Subordinate Officers – 10A

The By-laws committee presented its recommendations to charge the Nominating Committee, when established each year, to take into consideration the need to ensure a balance is maintained with respect to the interests of all VRE jurisdictions and their citizens.

Free Fare Proposals for September and October 2022 – 10B

VRE staff previewed two fare suspension initiatives for the Operations Board to consider. Staff recommends a free fare initiative this upcoming September as a means of thanking riders and

promoting VRE recommends free fares from zone one through zone three for the month of October 2022 which coincides with the scheduled Metrorail shut down of the Blue and the Yellow lines south of Reagan National Airport. Staff will bring these proposals back to the Operations Board for approval in July.

Spending Authority Report – 10c

In May, the following purchases greater than \$50,000 but less than \$100,000 were made:

- On May 4, 2022, VRE issued a Task Order in an amount not to exceed \$54,000 to Svanaco, Inc. (DBA Americaneagle.com) under the VRE Mobile Ticketing System contract to provide on-call support services to troubleshoot any issues identified within the mobile app necessary to improve the customer experience as well as to implement minor enhancements to the mobile, portal or Central System Administration solution as needed.
- On May 4, 2022, VRE issued a Purchase Order in an amount not to exceed \$100,000 to Powersolv, Inc. to provide consulting support services on an as needed basis for the administration of VRE's e-Builder project controls software.
- On May 5, 2022, VRE issued a Purchase Order in the amount of \$88,830 to Victor Stanley, Inc. to acquire a total of 60 new waste and recycling receptacles for VRE stations.
- On May 5, 2022, VRE issued a Purchase Order in the amount of \$94,702 to CDWG to acquire new Cisco Meraki network equipment to be installed as an upgrade to existing equipment at various locations, including the Maintenance and Storage Facilities.
- On May 12, 2022, VRE signed a Letter of Engagement establishing a commitment in the amount of \$75,000 with U.S. Bank Trust Company to provide trustee, registrar and paying agent services for the Transportation District Special Obligation Revenue Bonds.
- On May 27, 2022, VRE issued a Task Order in the amount of \$65,523 to ADS System Safety Consulting, LLC under the Safety and Security Consulting Services contract for passenger train emergency preparedness exercise support.

Closed Session – 11

Ms. Bagley moved, with a second by Mr. Alcorn, pursuant to the Virginia Freedom of Information Act (Section 2.2-3711.A (3) of the Code of Virginia,) to convene a closed meeting for the purpose of discussing one matter involving the acquisition of real property for public purposes including rail operations, rail equipment storage, and commuter parking, where discussion in public would adversely affect the bargaining position and negotiating strategy of the Commissions.

The vote in favor was cast by Members Alcorn, Bagley, Bailey, Bohmke, Garvey, Gary, Lawson, McLaughlin, Smith, Storck, and Walkinshaw.

Ms. Bagley moved, with a second by Mr. Alcorn, to certify that to the best of each member's knowledge and with no individual member dissenting, at the just concluded Closed Session, only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were discussed; and, only such public business matters as were identified in the motion by which the Closed Session was convened were heard, discussed or considered.

The vote in favor was cast by Members Alcorn, Bagley, Bailey, Bohmke, Garvey, Gary, Lawson, McLaughlin, Smith, Storck, and Walkinshaw.

Vice-Chair Walkinshaw asked if there was any other business. There was none.

Ms. Gary moved, with a second by Ms. Bailey to adjourn the meeting.

The vote in favor was cast by Members Alcorn, Bagley, Bailey, Bohmke, Garvey, Gary, Lawson, McLaughlin, Smith, Storck, and Walkinshaw.

Approved this 15th day of July 2022

Margaret Franklin
Chair

Sarah Bagley
Secretary

CERTIFICATION

This certification hereby acknowledges the minutes for the June 17, 2020 Virginia Railway Express Operations Board Meeting have been recorded to the best of my ability.



Lezlie M. Lamb

**RESOLUTION #2482**

SUBJECT: Authorize the VRE CEO to Amend the Amtrak Access and Storage Agreement

WHEREAS: VRE has an Access and Storage Agreement with Amtrak effective July 2020;

WHEREAS: The Access and Storage Agreement, in part, identifies VRE stations used by Amtrak and Amtrak trains eligible for use by VRE riders through a cross-honor program;

WHEREAS: Amtrak has requested to add to the joint-use facilities section of the current agreement the future VRE Crystal City Station;

WHEREAS: VRE desires to add additional Amtrak trains to the list of eligible trains that can be used for VRE riders as part of the cross-honor program;

WHEREAS: The current cross-honor program is suspended, but will likely be reinstated in the fall of 2022;

WHEREAS: This action will add the future VRE Crystal City Station to the list of joint-use facilities and increase the number of eligible Amtrak trains for the cross-honor program; and

WHEREAS: The VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby authorizes the VRE Chief Executive Officer to execute an Amendment to the Access and Storage Agreement with Amtrak to modify the joint-use facilities section to add the future VRE Crystal City Station and increase the number of eligible Amtrak trains to the cross-honor program in a form approved by VRE legal counsel.

Approved this 7th day of July 2022.

Canek Aguirre
Chair

Matt de Ferranti
Secretary-Treasurer

AMENDMENT NO. 2

To
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK)
And
THE NORTHERN VIRGINIA TRANSPORTATION COMMISSION AND POTOMAC
AND RAPPAHANNOCK TRANSPORTATION COMMISSION

AGREEMENT FOR COMMUTER RAIL PASSENGER SERVICE ACCESS TO
WASHINGTON UNION TERMINAL AND STATION AND STORAGE OF
COMMUTER RAIL PASSENGER EQUIPMENT

This AMENDMENT No. 2 (hereinafter referred to as the “Amendment”) is made effective as of _____, 2022, by and between National Railroad Passenger Corporation (hereinafter referred to as Amtrak) and the Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission (hereinafter referred to as the “Commissions”) and collectively referred to as “the Parties” amends the Agreement for Commuter Rail Passenger Service Access to Washington Union Terminal and Station and Storage of Commuter Rail Passenger Equipment dated as of July 1, 2020 between the Parties, as amended by Amendment No. 1 dated October 18, 2021 (hereinafter referred to as the “Agreement”). Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, Amtrak currently provides Commissions with access to and storage within Washington Terminal for the provision of VRE Service pursuant to the terms and conditions set forth in the Agreement; and

WHEREAS, Commissions currently provides Amtrak with access to and use of certain VRE Station Facilities pursuant to the terms and conditions set forth in the Agreement; and

WHEREAS, Amtrak has requested access to and use of the proposed Crystal City, VA station to be constructed in the future (“Future VRE Crystal City”), and Commissions is willing to agree to grant Amtrak access to and use of the Future VRE Crystal City station, subject to the terms and conditions set forth herein; and

WHEREAS, the Agreement provides that Amtrak will honor VRE tickets on certain Amtrak trains in accordance with Exhibit 4 of the Agreement; and

WHEREAS, such cross honor arrangements between Amtrak and Commissions are currently suspended per the Amtrak letter notice to Commissions dated July 24, 2020; and

WHEREAS, Commissions have requested that certain additional Amtrak trains honor VRE tickets in the future, and Amtrak is willing to consider that certain additional Amtrak trains honor VRE tickets in the future, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and of other good and valuable consideration the sufficiency of which is hereby acknowledged, and incorporating the above recitals, the Parties hereto agree to amend the Agreement as follows:

1. The first sentence of Section 3 of the Agreement is hereby deleted and replaced with the following:

“Amtrak shall, subject to the approval and requirements of the lessor and/or owner, access station facilities owned, leased or controlled by Commissions at the following stations: Future VRE Crystal City, Fredericksburg, Quantico, Woodbridge, Manassas, Alexandria, Burke Centre, and L’Enfant Plaza.”

2. Section 5.3 of the Agreement is hereby deleted and replaced in its entirety with the following:

“5.3. Amtrak Use of VRE Station Facilities. Amtrak shall pay the Commissions an annual fee of \$ \$137,121 for Amtrak’s use of station facilities owned, leased or operated by the Commissions; this includes stations at the Future VRE Crystal City, Alexandria, Woodbridge, Quantico, Fredericksburg, Burke and Manassas, Virginia (collectively, the “VRE Station Facilities”). Amtrak and Commissions will discuss an adjustment to the \$137,121 annual fee at a later date for use of Future VRE Crystal City. The payments due to the Commissions may be credited against amounts due to Amtrak by the Commissions in Section 5.1. Weekend snow removal costs incurred by VRE contractors at Crystal City, Woodbridge and Quantico is not included in the flat fee identified above and will be separately identified and credited during the monthly reconciliation process described in Section 6.2.”

3. Section 4.5 of the Agreement is hereby modified to add the following sentence at the end of Section 4.5:

“Commissions may also request that the following additional Amtrak trains honor VRE tickets by providing 60 days written notice of the request to Amtrak, and if Amtrak is in agreement, Amtrak and Commissions will execute a letter agreement to add such additional Amtrak trains to Exhibit 4.

<u>Train No.</u>	<u>Service Between:</u>	<u>Days of Operation</u>
65*	Washington & Fredericksburg	Sat-Sun
66#	Manassas & Washington	Daily
67*	Washington & Fredericksburg	Sun-Thurs
82	Fredericksburg & Washington	Sa
84*	Fredericksburg & Washington	Mon-Fri
87	Washington & Fredericksburg	Sa-Su
88	Fredericksburg & Washington	Sa-Su
93*	Washington & Fredericksburg	Mon-Fri

94*	Fredericksburg & Washington	Mon-Fri
95*	Washington & Fredericksburg	Mon-Fri
96*	Fredericksburg & Washington	Su
99*	Washington & Fredericksburg	Sa-Su
124	Fredericksburg & Washington	Sa-Su
138	Fredericksburg & Washington	Mon-Fri
145	Washington to Manassas	Su
147	Washington to Manassas	Sa
151#	Washington & Manassas	Daily
153	Washington & Fredericksburg	Sa-Su
156	Manassas to Washington	Sa-Su
157	Washington to Fredericksburg	Su
158*	Fredericksburg & Washington	Sa-Su
164	Fredericksburg & Washington	Sa-Su
174*^	Fredericksburg & Washington	Mon-Fri
185	Washington & Fredericksburg	Mon-Fri
186	Fredericksburg & Washington	Mon-Fri
194*	Fredericksburg & Washington	Mon-Fri
195	Washington & Fredericksburg	Sa-Su

Note:

* No service at Woodbridge, VA

^ No service at Quantico, VA

No service at Burke Centre, VA

4. Except as specifically set forth in this Amendment, the terms and conditions of the Agreement remain unmodified and in full force and effect.

5. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or pdf shall be effective as delivery of a manually executed counterpart of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Number 2 to the Agreement to be executed by their duly authorized representatives.

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Name: Tom Moritz

Title: AVP Infrastructure Access & Investment

Date: _____

and

NORTHERN VIRGINIA TRANSPORTATION CORPORATION

By: _____

Name: Rich Dalton

Title: Chief Executive Officer, VRE

Date: _____

and

POTOMAC AND RAPPAHANNOCK TRANSPORTATION
COMMISSION

By: _____

Name: Rich Dalton

Title: Chief Executive Officer, VRE

Date: _____

Proposed



VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD

Agenda Item 9-A
Action Item

To: Chair Franklin and the VRE Operations Board

From: Rich Dalton

Date: June 17, 2022

Re: Recommend Authorization to Amend the Amtrak Access and Storage Agreement

Recommendation:

The VRE Operations Board is asked to recommend the Commissions approve and authorize the Chief Executive Officer to execute an amendment to the Amtrak Access and Storage Agreement to reflect adding the future VRE Crystal City Station to the list of joint-use facilities and update the list of eligible Amtrak trains for the cross-honor program.

Summary:

This action will allow Amtrak trains to utilize the future VRE Crystal City Station. Acknowledging this now allows for VRE and Amtrak to formally work collaboratively to ensure the needs of both VRE and Amtrak are met as the final design process continues. This action will also update the eligible Amtrak trains for use by VRE riders as part of the cross-honor program between VRE and Amtrak.

Background:

The VRE has an Access and Storage Agreement with the National Passenger Rail Corporation (Amtrak) for access and storage to Washington Union Station. This agreement also incorporates the ability for Amtrak to utilize VRE stations. Amtrak and VRE have worked collaboratively with the Virginia Passenger Rail Authority (VPRA) and CSX Transportation (CSXT) on the concept and design of the proposed future VRE Crystal City Station ("Future VRE Crystal City Station"). During this work, Amtrak has expressed a desire to design and construct an adjoining Amtrak station



Northern Virginia
Transportation Commission
2300 Wilson Blvd., Suite 230
Arlington, VA 22201
703-524-3322



Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314
703-684-1001
VRE.org



Potomac and Rappahannock
Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192
703-580-6121

platform in the future on the southern end of the Future VRE Crystal City Station platform that would be utilized by Amtrak trains. In order to facilitate the ability for Amtrak to incorporate Amtrak service sooner, Amtrak has requested access to and use of the proposed future VRE Crystal City Station . The current plan for opening the future VRE Crystal City station is 2026. The current plan for a future Amtrak station platform is anticipated by 2030.

This action will formally amend the joint-use facility section of the Access and Storage Agreement to add the use of Future VRE Crystal City Station and, indirectly, provide acknowledgment for VRE and Amtrak to continue to collaborate on the design to ensure the station meets the needs of both VRE and Amtrak. The stations included in the joint-use facilities section of the current agreement are Alexandria, Woodbridge, Quantico, Fredericksburg, Burke, Manassas, and L'Enfant Plaza.

This action will also amend the sections and exhibit of the agreement to add eligible Amtrak trains for the cross-honor program. The additional trains include new service that is part of Transforming Rail in Virginia, existing regional trains, and weekend service.

The cross-honor program permits VRE riders on select Amtrak trains so long as they are in possession of a multi-ride VRE and step-up ticket. The current program is suspended and is anticipated to be reinstated in the fall of 2022. Upon initiating the process to reinstate the program, VRE will then formally request all, or select trains, from the list of eligible trains and Amtrak will consider and approve based on current available capacity.

Fiscal Impact:

There is no fiscal impact with this action.

**Virginia Railway Express
Operations Board Resolution**

9A-06-2022

**Recommend Authorization to Amend the Amtrak
Access and Storage Agreement**

WHEREAS, VRE has an Access and Storage Agreement with Amtrak effective July 2020; and,

WHEREAS, the Access and Storage Agreements, in part, identifies VRE stations used by Amtrak and Amtrak trains eligible for use by VRE riders through a cross-honor program; and,

WHEREAS, Amtrak has requested to add to the joint-use facilities section of the current agreement the future VRE Crystal City Station; and,

WHEREAS, VRE desires to add additional Amtrak trains to the list of eligible trains that can be used for VRE riders as part of the cross-honor program; and,

WHEREAS, the current cross-honor program is suspended, but will likely be reinstated in the fall of 2022; and,

WHEREAS, this action will add the future VRE Crystal City Station to the list of joint-use facilities and increase the number of eligible Amtrak trains for the cross-honor program;

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board does hereby recommend the Commissions approve and authorize the Chief Executive Officer to execute an Amendment to the Access and Storage Agreement with Amtrak to modify the joint-use facilities section to add the future VRE Crystal City Station and increase the number of eligible Amtrak trains to the cross-honor program in a form approved by legal counsel.

Approved this 17th day of June 2022

Margaret Franklin
Chair

Sarah Bagley
Secretary

**RESOLUTION #2483**

SUBJECT: Authorize the VRE CEO to Execute Two Master Funding Agreements with the Virginia Passenger Rail Authority (VPRA) for VRE Projects and Track Access Fees

WHEREAS: VRE, in the past, has entered into a Master Agreement for Use of Commonwealth Transportation Funds with the Department of Rail and Public Transportation ("DRPT") to fund specific capital improvement projects;

WHEREAS: VRE has also in the past entered into the same agreement with DRPT for grant funds for track access fees to be paid under the operating access agreements with CSX Transportation, Norfolk Southern Railway, and the National Rail Passenger Corporation (Amtrak) (collectively, the "Host Railroads");

WHEREAS: The VPRA now is responsible for providing grant funds to VRE for these purposes;

WHEREAS: VRE staff has negotiated a Master Funding Agreement for VPRA Supplied Funding for VRE Projects which requires execution annually of an individual, project specific addendum for each capital project funded by the VPRA detailing the project scope, the maximum amount of VPRA funding, and a timeline for project completion;

WHEREAS: VRE staff has negotiated a Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees which provides for VPRA's funding, in its discretion, of eighty-four percent (84%) of the train mile fees paid by VRE to the Host Railroads for maintenance, dispatch, and other related services upon execution annually of a track access payment addendum specifying the maximum amount of VPRA funding for track access fees in the given year; and

WHEREAS: The VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby authorizes the VRE Chief Executive Officer to execute on behalf of the Commissions, a Master Funding Agreement for VPRA Supplied Funding for VRE Projects and a Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees.

Approved this 7th day of July 2022.

Canek Aguirre
Chair

Matt de Ferranti
Secretary-Treasurer

VPRA DRAFT 5-20-22

**MASTER FUNDING AGREEMENT FOR VPRA-SUPPLIED FUNDING ON VRE
PROJECTS**

DATED [●], 2022

between

**NORTHERN VIRGINIA TRANSPORTATION COMMISSION AND POTOMAC AND
RAPPAHANNOCK TRANSPORTATION COMMISSION, OWNERS AND OPERATORS OF THE
VIRGINIA RAILWAY EXPRESS**

and

VIRGINIA PASSENGER RAIL AUTHORITY

PREAMBLE

This agreement (“**Agreement**”) is between the (i) Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission (collectively, the “**Commissions**”), and (ii) the Virginia Passenger Rail Authority (“**VPRA**” and together with the Commissions, the “**Parties**”).

ARTICLE 1. SCOPE; DEFINITIONS

§ 1.1 Scope. This Agreement establishes the general terms and conditions with respect to VPRA’s provision of funding to support Projects undertaken by the Commissions.

§ 1.2 Definitions. Capitalized terms used in this Agreement have the definition provided to them in **EXHIBIT A** (*Definitions*).

ARTICLE 2. PROJECTS

§ 2.1 Initial Projects. Under this Agreement, VPRA shall provide VPRA-Supplied Funding in support of the Initial Projects in amounts not to exceed the Initial VPRA Funding Commitments. With respect to each Initial Project not already commenced prior to the date of this Agreement, the Parties will enter into a Project-specific addendum to this Agreement (each a “**Capital Project Addendum**”) establishing the Initial Project’s scope, budget, schedule, the requirements for the Commissions to access the applicable VPRA-Supplied Funding, and any other items deemed necessary by the Parties.

§ 2.1.1 Prior to the execution of this Agreement, certain of the Initial Projects have commenced under Capital Project Addenda entered into pursuant to [DRPT/VRE Funding Agreement] dated [●] (the “**DRPT Funding Agreement**”). The DRPT Funding Agreement was assigned to VPRA on [●]. This Agreement is intended to supersede and replace the DRPT Funding Agreement with respect to the Initial Projects. Accordingly, the Capital Project Addenda for those Initial Projects that have commenced prior to this Agreement under the DRPT Funding Agreement, as listed in **EXHIBIT B** (*Initial Projects and Initial VPRA Funding Commitments*), are hereby incorporated into this Agreement and such Initial Projects and the corresponding Capital Project Addenda shall be governed by this Agreement.

§ 2.2 Future Projects. With respect to each Future Project, the Parties will also enter into a Capital Project Addendum establishing the Future Project's scope, budget, schedule, the VPRA Funding Commitment (which will be capped within each Capital Project Addendum), the requirements for the Commissions to access the VPRA-Supplied Funding, and any other items deemed necessary by the Parties.

§ 2.3 Conditions to VPRA-Supplied Funding for Projects. VPRA's funding for each Project under this Agreement is subject to:

- (i) appropriation by the General Assembly;
- (ii) for CTB-Controlled Funding Sources, allocation by the CTB; and
- (iii) for any given Project, execution by the Parties of a corresponding Capital Project Addendum.

§ 2.4 Subsequent Allocations. If the Commissions receive a Subsequent Allocation to be used on a Project, then the VPRA Funding Commitment for that same Project will be reduced dollar-for-dollar by an amount equal to the Subsequent Allocation. The Commissions shall notify VPRA in writing within 30 days of learning that a Subsequent Allocation has been approved for a Project.

§ 2.5 Commissions' Funding Duty. The Commissions shall provide funds, as necessary, from sources other than VPRA in an amount sufficient, together with the VPRA-Supplied Funding governed by this Agreement, to assure payment of the total cost of each Project. The Commissions further agree that no refund or reduction of the Commissions' Funding Commitment will be made at any time, unless there is at the same time a refund and/or de-obligation of a proportional amount of the VPRA-Supplied Funding.

§ 2.6 VPRA Funding Cap Per Project. Each Capital Project Addendum will establish the applicable VPRA Funding Commitment. If the VPRA Funding Commitment is fully consumed with respect to a Project, VPRA will not be obligated to provide any additional funding with respect to that Project.

§ 2.7 *Incurrence of Costs; No Markup.* The Commissions agree to incur costs in accordance with the applicable Capital Project Addendum and this Agreement. VPRA shall provide reimbursement of Eligible Project Costs submitted by the Commissions in proportion to the VPRA Percentage for each Project. All expenses for which the Commissions seek reimbursement by VPRA shall be charged at the actual cost(s) to the Commissions, with no markup by the Commissions.

§ 2.8 *Requirements for Eligible Project Costs.* Eligible Project Costs must meet the following requirements:

- A. be within the Project scope identified in an associated Capital Project Addendum;
- B. be reasonable for the goods or services purchased;
- C. be actual net costs charged to the Commissions (*i.e.*, the price paid minus any refunds, rebates, salvage, or other items of value received by the Commissions which have the effect of reducing the cost actually incurred and paid);
- D. be incurred during the time period specified in the associated Capital Project Addendum, which may include costs incurred prior to the execution date of a Capital Project Addendum when incurred under a letter of no prejudice or similar document;
- E. comply with 2 C.F.R. Pt. 200 Subpart E;
- F. be based on a cost allocation plan that has been approved in advance by VPRA if the costs are indirect costs;
- G. be documented in accordance with the terms of this Agreement; and
- H. be treated uniformly and consistently under generally accepted accounting principles.

Costs incurred by the Commissions to correct deficiencies in a Project, including costs related to the Commission's failure to comply with the terms of this Agreement or a Capital Project Addendum, do not qualify as Eligible Project Costs. VPRA, in the exercise of reasonable judgment, shall make the final determination whether costs submitted for reimbursement qualify as Eligible Project Costs.

§ 2.9 Process for Reimbursement Payments. For each Project, VPRA-Supplied Funds will be distributed to the Commissions on a reimbursement basis. The Commissions shall submit requests for reimbursement using the form (“**Project Reimbursement Form**”) attached as **EXHIBIT C** (*Project Reimbursement Form*) provided by VPRA as part of each Capital Project Addendum. The Commissions shall submit Project Reimbursement Forms no more frequently than once a month and within 90 days after incurrence of Eligible Project Costs. Project Reimbursement Forms must be supported by third-party documentation and VPRA shall have the right to request reasonable additional details needed for VPRA to review each reimbursement request, or for VPRA to satisfy the requirements of VPRA Funding Partners. If the Commissions’ failure to provide any required details results in a VPRA Funding Partner Clawback Event, then the Commissions, and not VPRA, shall be fully responsible to make any associated repayments to the applicable VPRA Funding Partners. The Commissions shall provide information within 30 days of VPRA’s request for additional information. VPRA will reimburse approved Eligible Project Costs within 30 days of its receipt and approval of the Commissions’ Project Reimbursement Form. The Commissions shall submit their final reimbursement request to VPRA within 90 days of expiration of funding for the applicable Capital Project Addendum. The Parties may agree to extend the aforesaid deadlines for required action.

§ 2.10 Withholding Reimbursements. VPRA shall have the right, in its sole discretion, to withhold reimbursement for Project Reimbursement Forms or line items in Project Reimbursement Forms found to be incomplete or not in conformance with the requirements of this Agreement or the associated Capital Project Addendum. VPRA will notify the Commissions in writing within 30 days of its receipt of the Commissions’ Project Reimbursement Form of the basis for withholding total or partial reimbursement and will work with the Commissions to resolve any incomplete or nonconforming items.

§ 2.11 Non-Waiver. Reimbursement by VPRA is not a waiver of VPRA’s right to assert that such costs do not comply with this Agreement or the applicable Capital Project Addendum.

Reimbursement of a cost is not a final decision by VPRA as to validity of that cost as an Eligible Project Cost.

§ 2.12 Repayment Duty. Any reimbursement paid to the Commissions by VPRA not in accordance with the provisions of this Agreement, associated Capital Project Addendum, or federal, Commonwealth, or local law, shall be repaid to VPRA by the Commissions within 60 days of VPRA's written notice to the Commission of the repayment obligation. In no event shall VPRA seek repayment by the Commissions more than 5 years after payment by VPRA of the final reimbursement request for a Capital Project Addendum.

§ 2.13 Payment to Contractors; Invoices. The Commissions are responsible for payment of all third parties performing work on behalf of the Commissions ("**Contractors**"). The Commissions shall attach copies of Contractor invoices to each Reimbursement request.

§ 2.14 Pay When Paid. The Commissions shall remit payment to Contractors within five business days of receipt of reimbursement from VPRA. If, for any reason, the Commissions cannot remit payment to one or more Contractors within five days, the Commissions shall immediately notify the Chief Financial Officer of VPRA ("**CFO**") in writing, inform the CFO of the date the Commissions will remit payment to their Contractors, and deposit the reimbursement funds received in an interest-bearing account. The Commissions shall use all interest proceeds toward the applicable Project, reducing dollar-for-dollar the corresponding VPRA Funding Commitment. Depending upon the Commissions' revised Contractor payment date, VPRA may require the Commissions to repay the funds to VPRA, rather than hold them in an interest-bearing account. If the Commissions fail to comply with this provision, VPRA may require the Commissions to prepay Contractors prior to submitting Project Reimbursement Forms.

§ 2.15 Payment of Debt Service. With the exception of debt service specifically identified in a Capital Project Addendum, the Commissions may not seek reimbursement for interest payments or charges on debt financing vehicles used to fund Projects.

§ 2.16 Costs Incurred after Project Expiration Date. A Capital Project Addendum obligates the Commissions to undertake and complete the corresponding Project within the period from the Project Start Date to the Project Expiration Date as identified in the Capital Project Addendum. VPRA shall not provide reimbursement for expenses incurred after the applicable Project Expiration Date, as such may be extended by written agreement.

§ 2.17 Final Payment; Certification of Completion. The Commissions' submission of a Project Reimbursement Form marked "Final" is Commissions' certification that they have completed the applicable Project. Within 90 days after a Project has been placed into service, the Commissions shall either (i) submit a Project Reimbursement Form marked "Final" or (ii) submit a written request to VPRA to submit a Project Reimbursement Form marked "Final" after such 90-day period, which VPRA may approve or reject in its sole discretion.

§ 2.18 VPRA Funding Commitment Residue. With respect to any Project, if after the final Project Reimbursement Form has been submitted and paid, the applicable VPRA Funding Commitment has not been fully exhausted, then VPRA shall be entitled to apply such residual funds for any lawful purposes (including purposes unrelated to the applicable Project), in VPRA's sole and absolute discretion.

§ 2.19 Maintenance of Books and Records. The Commissions shall maintain all books, accounting records, and any other documents supporting their activities and costs to complete a Project for every Capital Project Addendum. The Commissions shall maintain such records for four years from the end of the state fiscal year (June 30) in which the final payment is made. The Commissions shall maintain such records pertaining to facilities for the Useful Life of the facility. The Commissions shall

maintain such records pertaining to land acquisitions in perpetuity. The Commissions shall require Contractors to maintain their books, accounting records, and any other documents supporting the Contractors' activities and costs incurred for four years from the end of the state fiscal year (June 30) in which the final payment is made, and require Contractors to contain a similar provision in their contracts with subcontractors of every tier.

§ 2.20 Right to Inspect Records. The Commissions shall permit the authorized representatives of VPRA to inspect and audit their records related to the performance of this Agreement, including any Capital Project Addendum entered into hereunder. Acceptable records are documents (such as timesheets, travel reimbursements, invoices, receipts, etc.) that are the basis of entries on the Payment Reimbursement Forms. VPRA may require the Commissions to furnish certified reports of all expenditures under any relevant contracts or subcontracts. In no event shall VPRA request to inspect or audit records of the Commissions related to the performance of any Capital Project Addendum more than four years from the end of the state fiscal year (June 30) in which the final payment is made for the Capital Project Addendum.

§ 2.21 Audit Duties and Rights. The Commissions must follow the requirements of 2 C.F.R. PART 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." A single audit¹ is required when an entity spends \$750,000 or more of Federal Funds in a year. The Commissions must maintain auditable records and adequate supporting documentation. If the Commissions are spending less than \$750,000 of Federal Funds during any one fiscal year, they are not required to undergo a single audit unless specifically requested by VPRA. VPRA reserves the right to require any recipient of Commonwealth funds to undergo an audit relating to a Capital Project

¹ Single Audit is an annual audit where all non-Federal entities that expend \$750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*, and applicable U.S. DOT "Single Audit" requirements of 2 C.F.R. pt. 1201, which incorporate by reference 2 C.F.R. part 200.

Addendum the scope of which will be defined by VPRA. In no event shall VPRA require an audit relating to a Capital Project Addendum more than four years from the end of the state fiscal year (June 30) in which the final payment is made for the Capital Project Addendum.

§ 2.22 Corrective Action Plan upon Finding of Non-Compliance. If an independent certified public accountant, other auditor, VPRA, or any other party conducting an authorized audit finds the Commissions to be out of compliance with any provision of this Agreement, Capital Project Addendum, or any relevant federal, Commonwealth, or local law or regulation, the Commissions must provide a satisfactory corrective action plan to VPRA within 60 days of notification of that finding. The scope of any audit conducted must include expenditures made by Contractors and any other recipients of pass-through funds.

§ 2.23 Refund Duty. The Commissions agree if any audit finds payments by VPRA were (i) unsupported by acceptable records, or (ii) in violation of any other provisions of this Agreement or associated Capital Project Addendum, then within 60 days of VPRA's written notice to the Commissions of such audit findings, the Commissions will promptly refund to VPRA any unsupported payments or payments found in violation.

§ 2.24 Financial Statements. The Commissions must submit audited financial statements to VPRA no later than December 31 of each year covering the immediately prior fiscal year (July 1 – June 30) to:

VPRA Chief Financial Officer
919 East Main Street, Suite 2400
Richmond, VA 23219
steve.pittard@vpva.virginia.gov

§ 2.25 Duty to Include Provisions in Contracts. The Commissions shall include language consistent with §§ 2.19 through 2.25 in their contracts with Contractors to ensure VPRA has the same access to Contractors' books and records through the Commissions, and requiring the Contractors to include language consistent with §§ 2.19 through 2.25 in all subcontracts of every tier.

§ 2.26 Solicitation Documents, Contracts, and Amendments. Upon request by VPRA and prior to the publication of an associated request for proposal or invitation to bid, the Commissions shall provide to VPRA, and VPRA shall have five business days to review, the proposed scope of work, Project geography, anticipated timing and sequencing of work (to the extent known), and other reasonable information requested by VPRA so that VPRA can assess the impacts of the proposed Project on other planned or ongoing projects in the impacted corridor. In addition, VPRA may review any request for proposal or invitation to bid related to a Project that has been published by the Commissions to ensure it complies with the terms of this Agreement and the applicable Capital Project Addendum. After such review, VPRA may require the Commissions to issue addenda to the solicitation documents after publication to conform with the terms of this Agreement and the applicable Capital Project Addendum. The Commissions shall not request reimbursement for any Eligible Project Costs unless and until a corresponding Capital Project Addendum or letter of no prejudice or other similar document has been executed in full by VPRA and the Commissions.

§ 2.27 Assignment. Assignment by the Commissions of any portion of this Agreement or of any Capital Project Addendum must be preapproved by VPRA in writing.

ARTICLE 3. VPRA TRACK ACCESS ELECTIVE CONTRIBUTION

§ 3.1 In addition to any VPRA-Supplied Funding made available to the Commissions under Article 2 of this Agreement, VPRA may elect to make available to the Commissions annually all or a portion of the VPRA Track Access Elective Contribution. If VPRA so elects, then the Parties will enter into a separate Track Access Payment Agreement under which VPRA will make the applicable VPRA Track Access Elective Contribution available to the Commissions.

ARTICLE 4. TERM; ENTIRE AGREEMENT

§ 4.1 Term. This Agreement shall be effective immediately upon its execution.

§ 4.2 Entire Agreement. This Agreement (inclusive of Exhibits) and executed Capital Project Addenda constitute the entire and exclusive agreement among the Parties relating to all specific matters covered therein. All prior or contemporaneous verbal or written agreements, understandings, representations, and/or practices relative to the foregoing are hereby superseded, revoked, and rendered ineffective for any purpose.

ARTICLE 5. NOTICES AND DESIGNATED REPRESENTATIVE

§ 5.1 All notices or communications with respect to this Agreement and associated documents shall be in writing and shall be deemed delivered (i) by hand, upon day of delivery, (ii) by prepaid overnight delivery service, upon the next business day, (iii) by U.S. Mail, certified, postage prepaid, return receipt requested, on the third business day following mailing, or (iv) by electronic mail, upon the day of a reply communication confirming receipt of the notice or communication by the recipient. All notices or communications with respect to this Agreement and associated Projects shall be delivered to the addresses set forth below or such other addresses as may be specified by a Party.

**Designated
Representatives:**

VPRA: VPRA Chief Financial Officer
919 E. Main Street, Suite 2400
Richmond, VA 23219
Email: steve.pittard@vpra.virginia.gov

Commissions: Chief Executive Officer, Virginia Railway Express
1500 King Street, Suite 202
Alexandria, Virginia 22314
Email: rdalton@vre.org

ARTICLE 6. TERMINATION OF CAPITAL PROJECT ADDENDA

§ 6.1 Commissions' Termination for Convenience. At any time, the Commissions may terminate a Capital Project Addendum for their convenience by providing written notice to VPRA. The termination will be effective 30 days after VPRA's receipt of the Commissions' notice. Upon such

termination, the Commissions will repay all funds received from VPRA pursuant to the Capital Project Addendum. If a useable portion of the Project has been completed then, in VPRA's reasonable judgment, the funds used to complete that portion shall not be subject to repayment.

§ 6.2 Commissions' Termination for Cause.

§ 6.2.1 If VPRA is in material breach of a Capital Project Addendum, the Commissions may terminate that Capital Project Addendum for cause by providing written notice to VPRA stating the reasons therefor.

§ 6.2.2 VPRA will have 90 days from receipt of the Commissions notice under Section 6.2.1, or such longer time as agreed by the Parties, to cure the material breach ("VPRA Cure Period"). If the breach remains uncured at the end of the VPRA Cure Period, the termination shall be effective the day after expiration of the VPRA Cure Period.

§ 6.2.3 If a Capital Project Addendum is validly terminated by the Commissions for cause pursuant to this Section 6.2, the Commissions will not be required to repay funds disbursed by VPRA under that Capital Project Addendum, provided that such funds were used to pay costs that have been confirmed as Eligible Project Costs, including reasonable costs to close out the Project, by a VPRA audit.

§ 6.3 VPRA's Termination for Convenience.

§ 6.3.1 At any time, VPRA may terminate a Capital Project Addendum for its convenience by providing written notice of termination to the Commissions. Upon receipt of such notice, the Commissions shall cease all Project work as soon as is practicable and refrain from entering into contracts in furtherance of the Project. The termination shall be effective 30 days after the Commissions' receipt of VPRA's notice.

§ 6.3.2 If VPRA terminates a Capital Project Addendum pursuant to this Section 6.3, the Commissions will not be required to repay funds disbursed by VPRA prior to the effective date of the

termination, provided that such funds were used to pay costs that have been confirmed as Eligible Project Costs, including reasonable costs to close out the Project, by a VPRA audit. The Commissions may seek reimbursement for Eligible Project Costs for which they have not previously sought reimbursement incurred prior to the effective date of the termination.

§ 6.3.3 The Commissions waive all claims for damages and expenses related to a termination by VPRA pursuant to this Section 6.3.

§ 6.4 VPRA's Termination for Cause.

§ 6.4.1 VPRA may terminate a Capital Project Addendum for cause by written notice to the Commissions upon the Commissions' material breach, insolvency, or assignment for benefit of creditors.

§ 6.4.2 The Commissions shall have 30 days from receipt of VPRA's written notice under Section 6.2.1, or such longer time as agreed by the Parties (the "**Commissions Cure Period**"), to cure the material breach or to or provide assurances acceptable to VPRA of the Commissions' solvency. If the breach remains uncured at the end of the Commissions Cure Period, or if the Commissions fail to provide acceptable assurances of their solvency, the termination shall be effective the day after expiration of the Commissions' Cure Period, except that if the breach cannot be reasonably cured within 30 days and the Commissions have diligently pursued an appropriate cure during the Commissions' Cure Period, then the Commissions' Cure Period shall be extended but in no event shall it be extended by more than 60 additional days.

§ 6.4.3 If VPRA terminates a Capital Project Addendum for cause, the Commissions shall repay to VPRA all funds received by the Commissions from VPRA pursuant to the applicable Capital Project Addendum, and shall not be entitled to further repayment. The Commissions shall make such repayment within 60 days following effective day of termination. If a useable portion of the Project has

been completed then, in VPRA's reasonable judgment, the funds used to complete that portion shall not be subject to repayment.

ARTICLE 7: FORCE MAJEURE

§ 7.1 Delays. Delays caused by a Force Majeure Event shall not be deemed a breach or default under this Agreement. A Force Majeure Event will automatically result in a day-for-day extension to the performance period of the applicable Capital Project Addendum. If VPRA determines a Force Majeure Event renders Project completion impossible or impractical, VPRA may terminate the Project Agreement pursuant to Section 6.3.

§ 7.2 Written Notice. Within five business days of occurrence, the Commissions will provide VPRA written notice and documentation of the Force Majeure Event and an initial assessment of the relief necessary and detailing any additional investigation and analysis needed to determine the extent of damage and/or delay. Within 15 days of VPRA's receipt of such initial written notice, VPRA shall review the information provided and provide a written determination of whether a Force Majeure Event has occurred. As soon as practicable after the initial written notice, and in no event more than 90 days after the Force Majeure Event unless otherwise agreed in writing by the parties, the Commissions shall update the initial written notice, which update shall contain the required remedial action(s) proposed by the Commissions and the projected duration of any delay. Within 15 days of VPRA's receipt of such updated notice, VPRA shall review the information provided and provide a written determination of whether the remedial action(s) proposed by the Commissions are appropriate. Within 30 days of VPRA's written determination relating to the proposed remedial action(s), the Commissions may appeal by requesting VPRA Executive Director's review. The VPRA Executive Director's written decision is final.

ARTICLE 8. LIABILITY AND INSURANCE

§ 8.1 VPRA Not Responsible. VPRA shall not be responsible for damage to life and property, including environmental pollution and/or contamination, arising from (a) the Commissions' Contractors, subcontractors, agents, and employees activities related to this Agreement or any Capital Project Addendum and (b) any subsequent use of a Project.

§ 8.2 Insurance. In conjunction with the development of any Capital Project Addendum, VPRA and the Commissions shall agree on the types and amounts of insurance coverages required for the corresponding Project, if any. Insurance requirements will be based on the facts and circumstances of the individual Project. VPRA and the Commissions will use the form attached hereto as **EXHIBIT D** (*Indicative Insurance Requirements*) and will collaborate to add or delete language and/or coverage types and amounts, as needed, to develop the specific insurance requirements for a given Project. The Parties agree that the Commissions' Liability Insurance Plan may be used (in the sole discretion of the Commissions) to the extent possible to satisfy the Commissions' insurance requirements.

§ 8.3 Indemnity. To the extent permitted by law, the Commissions shall indemnify, defend, and hold harmless the Commonwealth, VPRA, and their officers, agents, and employees of these entities from and against all damages, claims, suits, judgments, expenses, actions, and costs of every name and description, arising out of or resulting from any act or omission by the Commissions, their Contractors, subcontractors, agents, or employees in the performance of the work covered by this Agreement or any associated Capital Project Addendum.

§ 8.4 Survival. The obligations of this Article 8 shall survive the termination or completion of this Agreement, any Capital Project Addendum, and VPRA's payment.

ARTICLE 9. COVENANT AGAINST CONTINGENT FEES

§ 9.1 The Commissions warrants that they have not, and shall not, employ or retain any company or person, other than a bona fide employee working solely for the Commissions, to solicit or secure a Capital Project Addendum, and that it has not, and shall not, pay or agree to pay any company

or person, other than a bona fide employee working solely for the Commissions, any fee, commission, percentage, brokerage fee, or other considerations, contingent upon or resulting from the award or making of a Capital Project Addendum. Upon breach or violation of this Article, VPRA shall have the right to terminate this Agreement or any Capital Project Addendum pursuant to Section 6.4 of this Agreement.

ARTICLE 10. NON-DISCRIMINATION

§ 10.1 Contract Awards. In the solicitation or awarding of any contracts directly related to this Agreement or any associated Capital Project Addendum, the Commissions shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Commonwealth law relating to discrimination in employment.

§ 10.2 Employees. During the performance of this Agreement or any associated Capital Project Addendum, the Commissions agree as follows: (i) the Commissions will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by Commonwealth law relating to discrimination in employment; (ii) the Commissions agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (iii) the Commissions, in all solicitations or advertisements for employees placed by or on behalf of the Commissions, will state that the Commissions, where applicable, are an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

§ 10.3 Notice of Obligations. In all solicitations, either by competitive bidding or negotiation made by the Commissions for work to be performed under a contract, including procurement of materials or equipment, each potential Contractor shall be notified by the Commissions of the

Commissions' obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of age, race, religion, sex, color, disability, or national origin.

ARTICLE 11. DRUG-FREE WORKPLACE

§ 11.1 During the performance of this Agreement and any Capital Project Addendum, the Commissions agreed to (i) provide a drug-free workplace for their employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Commissions that the Commissions maintain a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

ARTICLE 12. SMALL, WOMEN, AND MINORITY (SWAM) BUSINESSES

§ 12.1 The Commissions are encouraged to seek and use Small, Women, and Minority ("SWAM") enterprises in relation to any Capital Project Addendum issued pursuant to this Agreement. § 2.2-4310 of the *Code of Virginia* (1950), as amended, addresses SWAM enterprises.

ARTICLE 13. PERSONS WITH DISABILITIES

§ 13.1 The Commissions and their agents, employees, assigns, or successors, and Contractors, shall comply with the provisions of the Virginians with Disabilities Act (§ 51.5-40 through § 51.5-46 of the *Code of Virginia* (1950), as amended), the terms of which are incorporated herein by reference.

ARTICLE 14. NONRESTRICTIVE CLAUSES

§ 14.1 Solicitation documents will be based upon clear and accurate descriptions of the technical requirements for the material, product, or service to be procured. The descriptions will not contain features that unduly restrict competition.

ARTICLE 15. SPECIAL CAPITAL PROVISIONS

§ 15.1 Useful Life. The Commissions agree that the equipment and facilities funded under this Agreement shall remain in service in the area and be used for the purpose for which they were purchased for the duration of their Useful Life. If any such equipment or facilities are not used for the intended purpose defined in the Capital Project Addendum during the applicable Useful Life, the Commissions shall immediately notify VPRA. In the case of equipment, VPRA shall have the option of requiring the Commissions either to transfer title to the equipment to VPRA or to remit to VPRA an amount equal to a proportional share of the fair market value remaining in the equipment based upon VPRA's ratio of participation established in the applicable Capital Project Addendum. In the case of facilities, the Commissions shall remit to VPRA the proportional share of the remaining fair market value of the facilities based upon VPRA's ratio of participation established in the applicable Capital Project Addendum. The Commissions shall keep records of the use of equipment and facilities for review by VPRA upon request.

§ 15.2 Inspection. Upon written request, the Commissions shall permit VPRA or its authorized representatives to inspect the goods, services, facilities, and other Project components funded, in whole or in part, by the VPRA-Supplied Funding under this Agreement.

ARTICLE 16. MISCELLANEOUS PROVISIONS

§ 16.1 Governing Law and Venue. This Agreement and any Capital Project Addendum shall, in all respects, be governed by the laws of the Commonwealth without giving effect to its principles of conflicts of law. Nothing in this Agreement or any Capital Project Addendum shall constitute a waiver

of sovereign immunity by either Party. Any legal action concerning this Agreement, or any Capital Project Addendum shall be brought in the City of Richmond Circuit Court of the Commonwealth.

§ 16.2 Compliance with Laws. The Parties shall comply with all requirements specified in this Agreement, each Capital Project Addendum, each Track Access Payment Addendum, and all applicable Federal, State, and local laws and regulations.

§ 16.3 Severability. If any term or provision of this Agreement or any Capital Project Addendum is determined to be invalid, illegal, or unenforceable, it shall not affect the legality, validity, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement or any Capital Project Addendum shall be binding upon the Parties.

§ 16.4 Successors and Assigns. All provisions of this Agreement and any Capital Project Addendum shall be binding upon the Parties and their respective successors and assigns.

§ 16.5 Grant Requirements. VPRA may develop written grant administration requirements, and upon doing so, shall provide them to the Commissions for their review prior to their application to this Agreement.

§ 16.6 Interest. Any repayment by the Commissions to VPRA for VPRA-Supplied Funds under this Agreement shall also require the payment of interest using the prevailing statutory legal rate of interest established by the General Assembly, calculated from the date reimbursement was made by VPRA to date of repayment by the Commissions.

§ 16.7 Joint and Several Liability of Commissions. While it is understood and agreed that the Commissions shall act together in all matters related to the performance of this Agreement, the rights and obligations of the Commissions hereunder shall be shared jointly and severally.

§ 16.8 Funding Partner Requirements. The Commissions shall incorporate into any contracts executed by the Commissions in support of a Project any contractual covenants and provisions required by either VPRA or VPRA Funding Partners, as applicable.

ARTICLE 17. UNAUTHORIZED ALIENS

§ 17.1 The Commissions certify that they do not, and that they shall not, during the performance of this Agreement and any Capital Project Addendum, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 (the “Act”). The Commissions will also contractually require any Contractors who participate in any Project funded pursuant to this Agreement and any Capital Project Addendum to comply with this provision.

Remainder of page intentionally blank

IN TESTIMONY THEREOF, the Parties have caused this Agreement to be executed, each by its
duly authorized officer.

**NORTHERN VIRGINIA
TRANSPORTATION
COMMISSION**

BY: _____

TITLE: _____

DATE: _____

**POTOMAC AND
RAPPAHANNOCK
TRANSPORTATION
COMMISSION**

BY: _____

TITLE: _____

DATE: _____

**VIRGINIA PASSENGER R
AUTHORITY**

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A
DEFINITIONS

1. **“Act”** is defined in Section 17.1.
2. **“Agreement”** is defined in the Preamble.
3. **“Capital Project Addendum”** is defined in Section 2.1.
4. **“CFO”** is defined in Section 2.14.
5. **“Commonwealth”** shall mean the Commonwealth of Virginia.
6. **“CTB”** shall mean the Commonwealth Transportation Board.
7. **“CTB-Controlled Funding Sources”** shall mean funding sources that are controlled and allocated by the CTB.
8. **“Commissions”** is defined in the Preamble.
9. **“Commissions Cure Period”** is defined in Section 6.4.2.
10. **“Commissions Funding Commitment”** shall mean, for each Project, the funding from sources controlled by the Commissions, which funding has been committed by the Commissions in support of each such Project pursuant to a Capital Project Addendum.
11. **“Contractors”** is defined in Section 2.13.
12. **“DRPT Funding Agreement”** is defined in Section 2.1.1.
12. **“Eligible Project Costs”** shall mean costs incurred by the Commissions in support of a Project, which costs meet the requirements set forth in Section 2.8.
13. **“Federal Funds”** shall mean funds whose original source are a federal government entity, including such funds that may originate with such and entity and flow through VPRA and/or the CTB before being provided to the Commissions.
14. **“Force Majeure Event”** shall mean fire, flood, war, pandemic, rebellion, terrorism, riots, strikes, or acts of God, which may affect or prevent either Party from timely or properly performing its obligations under the Agreement.
15. **“Future Projects”** shall mean those Projects other than the Initial Projects.
16. **“General Assembly”** shall mean the Virginia General Assembly.

17. **“Initial Projects”** shall mean those Projects set forth in **EXHIBIT B** (*Initial Projects and Initial VPRA Funding Commitments*) to be undertaken by the Commissions, which constitute the initial group of Projects for which VPRA will provide VPRA-Supplied Funding under this Agreement.
18. **“Initial VPRA Funding Commitments”** shall mean VPRA’s maximum funding commitments set forth in **EXHIBIT B** (*Initial Projects and Initial VPRA Funding Commitments*), each of which maximum funding commitments corresponds to an Initial Project.
19. **“Parties”** is defined in the Preamble.
20. **“Projects”** shall mean capital projects undertaken by the Commissions in the furtherance of VRE service for which VPRA provides VPRA-Supplied Funding under this Agreement, and includes both the (i) Initial Projects, and (ii) Future Projects.
21. **“Project Expiration Date”** shall mean the deadline by which the Commissions must incur costs to be eligible for reimbursement by VPRA under this Agreement, which deadline will be established for each Project in the applicable Capital Project Addendum and which deadline may be extended by mutual agreement of the Parties.
22. **“Project Reimbursement Form”** is defined in Section 2.9.
23. **“Project Start Date”** shall mean the date work for a Project begins, which will be established for each Project in the applicable Capital Project Addendum.
24. **“Subsequent Allocation”** shall mean a funding commitment for rail purposes directly from the Virginia Department of Transportation, the Virginia Department of Rail and Public Transportation, or another transportation agency, authority, or institution of the Commonwealth, other than VPRA or the Commissions themselves, which commitment is received by the Commissions in support of a Project, and which funding is neither (i) reflected within the applicable Capital Project Addendum at the time the Parties executed it, nor (ii) provided in support of Project elements that were not contemplated within the applicable Capital Project Addendum at the time the Parties executed it.
25. **“SWAM”** is defined in Section 12.1.
26. **“Track Access Payment Agreement”** shall mean an Agreement entered into by the Parties, under which VPRA commits to provide the VPRA Track Access Elective Contribution (or a portion thereof) for a particular one-year period.
27. **“Useful Life”** shall mean for each individual asset (*e.g.*, equipment and facilities), twenty (20) years running from the date such asset is placed into service, or any longer period that may be required by a VPRA Funding Partner.
28. **“VPRA”** is defined in the Preamble.

29. **“VPRA Cure Period”** is defined in Section 6.2.2.
30. **“VPRA Funding Commitment”** shall mean, with respect to any given Project, the maximum amount of VPRA-Supplied Funding that is available to the Project, and which is established in the corresponding Capital Project Addendum.
31. **“VPRA Funding Partner”** shall mean any entity, including a federal or Commonwealth agency, authority, or institution, other than the Commissions and VPRA, that provides funding in support of a Project, which funding flows through VPRA and is made available to the Commissions in support of such Project, including when VPRA provides funding to the Commissions before VPRA subsequently seeks reimbursement from the applicable federal or Commonwealth entity.
32. **“VPRA Funding Partner Clawback Event”** shall mean any scenario in which a VPRA Funding Partner demands repayment of any or all funding provided by such VPRA Funding Partner in support of a Project, which demand is based on a failure of one or both of the Parties to comply with applicable law, regulations, or other requirements related to the provided funding.
33. **“VPRA Percentage”** shall mean, for any given Project, the VPRA Funding Commitment expressed as a percentage of the Project budget (inclusive of contingency reserves), established at the time of the execution of the applicable Capital Project Addendum.
34. **“VPRA-Supplied Funding”** shall mean funding from whatever source provided by VPRA to the Commissions under this Agreement in support of one or more Capital Project Addenda.
35. **“VPRA Track Access Elective Contribution”** shall mean eighty-four percent (84%) of the per-train-mile compensation paid by the Commissions to Class I host railroads with respect to maintenance, dispatch, and other related services, and referred to as the Department Provided Funding in section 5.1(d) of the Passenger Rail Operations and Access Agreement between the Virginia Department of Rail and Public Transportation (“DRPT”) and the Commissions, dated March 26, 2021, thereafter assigned by DRPT to VPRA, as such may be amended from time to time.

EXHIBIT B**INITIAL PROJECTS AND INITIAL VPRA FUNDING COMMITMENTS**

INITIAL PROJECT NAME²	INITIAL VPRA FUNDING COMMITMENT³
Crystal City Platform Study	\$700,000
L'Enfant Platform Study	\$2,200,000
L'Enfant Fourth Track and Station Improvements	\$22,406,000
Alexandria Station Pedestrian Tunnel	\$19,500,000
Brooke Station Improvement	\$7,500,000
Leeland Road Station Improvements	\$5,200,000
Leeland Road Parking Improvements	\$5,500,000
Broad Run Station & 3rd Track Improvements	\$70,100,000
Manassas Station Platform Extension	\$9,100,000
Manassas Park Parking Garage and Bridge	\$23,500,000
Real Time Multimodal Information	\$3,500,000
Quantico Station Improvements	\$23,000,000
Rolling Road Platform Extensions	\$900,000
Backlick Road Station Improvement	\$500,000
Crossroads Storage Expansion	\$8,400,000

List of Initial Projects Already Commenced Under [DRPT Funding Agreement]

- [name of project]; [date of Capital Project Addendum]
- [name of project]; [date of Capital Project Addendum]

² **DRAFTING NOTE TO VRE:** Prior to execution of this agreement, VPRA will footnote each project that includes a VPRA funding commitment that is wholly or partially duplicated in another already-existing agreement. At this point, VPRA believes those Projects to be Manassas Station Platform Extension, Broad Run Station & 3rd Track Improvements, and Quantico Station Improvements.

³ This table establishes VPRA's commitment with respect to funds that will flow through VPRA and be made available to the Commissions in support of the scheduled Projects. It will include federally-sourced funds, but this table is not source-specific.

EXHIBIT C
PROJECT REIMBURSEMENT FORM
[SEE ATTACHED FORM]



Project Reimbursement Form

Organization Name: _____

EIN: _____

Invoice Date _____

Invoice # _____

Project Agreement Name: _____

	Federal	State	Local	Total
	%	%	%	100%
Total Contract Amount	\$ _____	\$ _____	\$ _____	\$ _____
Total of Previous Payments	\$ _____	\$ _____	\$ _____	\$ _____
Total Expended This Period	\$ _____	\$ _____	\$ _____	\$ _____
Balance Remaining After This Invoice	\$ _____	\$ _____	\$ _____	\$ _____
Total Reimbursable Amount for This Invoice	\$ _____			

I certify that the grantee agency has incurred expenses in accordance with the project agreement and that these funds have not been previously requested.

Grantee Authorized Signature _____

VPRA Staff Notes

Program Administrator _____

Invoice Status _____

Comments:

EXHIBIT D

INDICATIVE INSURANCE REQUIREMENTS

(a) **Workers' Compensation and Employer's Liability Insurance** for all of its employees engaged in the Project as required by Chapter 8 of Title 65.2 of the *Code of Virginia* (1950), as amended.

(b) **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least \$[●] per occurrence and \$[●] annual aggregate applicable on a per project basis. The Commonwealth of Virginia and VPRA are to be named as an additional insured on a primary, non-contributory basis. Completed operations coverage shall continue to be carried for a period of at least five (5) years after Project Completion. This requirement may be satisfied by the Commissions' Liability Insurance Plan, to the extent possible.

(c) **Automobile Liability Insurance** with a limit of at least \$[●] combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Commonwealth of Virginia and VPRA are to be named as an additional insured on a primary, non-contributory basis.

(d) **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for employer's liability, commercial general liability, and automobile liability in the amount of \$[●] per occurrence and in the aggregate. The Commonwealth of Virginia and VPRA are to be named as an additional insured on a primary, non-contributory basis. This requirement may be satisfied by the Commissions' Liability Insurance Plan, to the extent possible.

(e) **Builder's Risk Insurance and Delayed Start Up Insurance** for physical loss, destruction, or physical damage to the Project in an amount not less than \$[●]. The Builder's Risk insurance will cover VPRA, the Commissions, the prime contractor, and subcontractors of all tiers prior to Project completion.

(f) **Contractor's Pollution Liability Insurance** to indemnify for bodily injury, property damage, or amounts which the contractor, its employees, its agents, or its subcontractors are legally obligated to pay for cleanup/remediation work arising out of the Project work. Such insurance will have minimum limits of \$[●] for any one claim and in the aggregate and will remain in full force and effect for the period of construction and five years after Project completion. The Commonwealth of Virginia and VPRA are to be named as an additional insured on a primary, non-contributory basis.

(g) **Marine Protection and Indemnity Insurance** to the extent any of the Project work requires marine operations, the prime contractor and its subcontractors shall provide protection and indemnity coverage with respect to bodily injury or property damage arising from marine operations including damage to piers, wharves, other fixed or movable structures, and loss or damage to any other vessel, craft, or property on such other vessel or craft. Such insurance will have minimum limits of \$[●] in the aggregate. The prime contractor is not obligated to purchase a Project-specific Marine Protection and Indemnity Insurance but will cause such insurance coverage to name the Commonwealth of Virginia and VPRA as an additional insured on a primary, noncontributory basis.

(h) **Railroad Protective Liability Insurance** in an amount not less than \$[●] per occurrence. The policy shall name the Commonwealth of Virginia and VPRA as an additional insured on a primary, noncontributory basis. This requirement may be satisfied by the Commissions' Liability Insurance Plan, to the extent possible.

(i) **Professional Liability Insurance** on a Project-specific basis covering design engineers' liability for acts, errors, or omissions arising in connection with design work, for not less than \$[●] with respect to any one claim and in the aggregate. Such insurance, which may be purchased and maintained by a single lead design engineer, will remain in full force and effect during the performance of the design work for the relevant Project, and for a period of five years after Project completion. The Commonwealth of Virginia and VPRA are to be named on any such policies as indemnified parties.

VPRA DRAFT 6-13-22

MASTER FUNDING AGREEMENT FOR VPRA TRACK ACCESS ELECTIVE
CONTRIBUTIONS FOR
VRE TRACK ACCESS FEES

DATED [●], 2022

between

NORTHERN VIRGINIA TRANSPORTATION COMMISSION AND POTOMAC AND
RAPPAHANNOCK TRANSPORTATION COMMISSION, OWNERS AND OPERATORS OF THE
VIRGINIA RAILWAY EXPRESS

and

VIRGINIA PASSENGER RAIL AUTHORITY

PREAMBLE

This agreement (“**Agreement**”) is between the (i) Northern Virginia Transportation Commission and Potomac and Rappahannock Transportation Commission (collectively, the “**Commissions**”), and (ii) the Virginia Passenger Rail Authority (“**VPRA**” and together with the Commissions, the “**Parties**”).

ARTICLE 1. SCOPE; DEFINITIONS

§ 1.1 *Scope*. This Agreement establishes the general terms and conditions with respect to VPRA’s provision of funding, in its discretion, to the Commissions for the VPRA Track Access Elective Contribution each year.

§ 1.2 *Definitions*. Capitalized terms used in this Agreement have the definition provided to them in **EXHIBIT A** (*Definitions*).

ARTICLE 2. TRACK ACCESS ELECTIVE CONTRIBUTIONS

§ 2.1 In addition to any VPRA-Supplied Funding made available to the Commissions under the Master Funding Agreement for VPRA-Supplied Funding on VRE Projects, VPRA may elect annually to make available to the Commissions all or a portion of the VPRA Track Access Elective Contribution. If VPRA so elects in a given year, then the Parties will enter into a specific addendum to this Agreement for that year (a “**Track Access Payment Addendum**”) under which VPRA will make the applicable VPRA Track Access Elective Contribution available to the Commissions.

§ 2.3 *Conditions to VPRA Track Access Elective Contribution*. VPRA’s funding of Track Access Elective Contributions under this Agreement is subject to:

- (i) appropriation by the General Assembly;
- (ii) for CTB-Controlled Funding Sources, allocation by the CTB; and
- (iii) for any given year, execution by the Parties of a corresponding Track Access Payment Addendum.

§ 2.4 Commissions' Funding Duty. The Commissions shall provide funds, as necessary, from sources other than VPRA in an amount sufficient, together with the VPRA Track Access Elective Contribution governed by this Agreement, to assure payment of the total cost of track access fees for which the Commissions are obligated to pay for the year in which the VPRA Track Access Elective Contribution is provided.

§ 2.5 VPRA Annual Funding Cap. Each Track Access Payment Addendum will establish the applicable VPRA Funding Commitment for the year specified in the Addendum. If the VPRA Funding Commitment is fully expended, VPRA will not be obligated to provide any additional funding for track access fees in that year.

§ 2.6 Incurrence of Fees; No Markup. The Commissions agree that track access fees submitted to VPRA for reimbursement shall be in accordance with the applicable Track Access Payment Addendum and this Agreement. All track access fees for which the Commissions seek reimbursement by VPRA shall be charged at the actual cost(s) to the Commissions, with no markup by the Commissions.

§ 2.7 Requirements for Eligible Track Access Fees. Eligible Track Access Fees must meet the following requirements:

- A. be identified in an associated Track Access Payment Addendum;
- B. be in accordance with the then current operating access agreement(s) under which the Commissions are obligated to pay track access fees;
- C. be actual net fees charged to the Commissions (*i.e.*, the price paid minus any refunds, rebates, salvage, or other items of value received by the Commissions which have the effect of reducing the fees actually incurred and paid);
- D. be incurred during the time period specified in the associated Track Access Payment Addendum, which may include costs incurred prior to the execution date of a Track Access Payment Addendum when incurred under a letter of no prejudice or similar document;

- E. comply with 2 C.F.R. Pt. 200 Subpart E;
- F. be documented in accordance with the terms of this Agreement; and
- G. be treated uniformly and consistently under generally accepted accounting principles.

§ 2.8 Process for Reimbursement Payments. VPRA Track Access Elective Contributions will be distributed to the Commissions on a reimbursement basis. The Commissions shall submit requests for reimbursement using the form (“**Track Access Fee Reimbursement Form**”) attached as **EXHIBIT B** (*Track Access Reimbursement Form*) provided by VPRA as part of each Track Access Payment Addendum. The Commissions shall submit Track Access Fee Reimbursement Forms associated with each applicable Track Access Payment Addendum once a month during the year in which a VPRA Track Access Elective Contribution is being made and within 90 days after incurrence of Eligible Track Access Fee. Track Access Fee Reimbursement Forms must be supported by third-party documentation and VPRA shall have the right to request reasonable additional details needed for VPRA to review each reimbursement request, or for VPRA to satisfy the requirements of VPRA Funding Partners. If the Commissions’ failure to provide any required details results in a VPRA Funding Partner Clawback Event, then the Commissions, and not VPRA, shall be fully responsible to make any associated repayments to the applicable VPRA Funding Partners. The Commissions shall provide information within 30 days of VPRA’s request for additional information. VPRA will reimburse approved Eligible Track Access Fees within 30 days of its receipt and approval of the Commissions’ Track Access Fee Reimbursement Form. The amount of reimbursement provided by VPRA each month shall be equal to the lesser of the amount requested in the Track Access Fee Reimbursement Form or one twelfth (1/12th) of the VPRA Track Access Elective Contributions for that year. The Commissions shall submit their final reimbursement request to VPRA within 90 days of expiration of funding for the applicable Track Access Payment Addendum. The Parties may agree to extend the aforesaid deadlines for required action.

§ 2.9 Withholding Reimbursements. VPRA shall have the right, in its sole discretion, to withhold reimbursement for Track Access Fee Reimbursement Forms or line items in Track Access Fee Reimbursement Forms found to be incomplete or not in conformance with the requirements of this Agreement or the associated Track Access Payment Addendum. VPRA will notify the Commissions in writing within 30 days of its receipt of the Commissions' Track Access Fee Reimbursement Form of the basis for withholding total or partial reimbursement and will work with the Commissions to resolve any incomplete or nonconforming items.

§ 2.10 Non-Waiver. Reimbursement by VPRA is not a waiver of VPRA's right to assert that such costs do not comply with this Agreement or the applicable Track Access Payment Addendum. Reimbursement of a cost is not a final decision by VPRA as to validity of that cost as an Eligible Track Access Fee.

§ 2.11 Repayment Duty. Any reimbursement paid to the Commissions by VPRA not in accordance with the provisions of this Agreement, associated Track Access Payment Addendum, or federal, Commonwealth, or local law, shall be repaid to VPRA by the Commissions within 60 days of VPRA's written notice to the Commissions of the repayment obligation. In no event shall VPRA seek repayment by the Commissions more than 5 years after payment by VPRA of the final reimbursement request for a Track Access Payment Addendum.

§ 2.12 Payment to Track Access Hosts; Invoices. The Commissions are responsible for payment of all third parties providing track access to the Commissions ("**Track Access Hosts**"). The Commissions shall attach copies of Track Access Host invoices or other supporting documentation to each Track Access Fee Reimbursement Form requesting reimbursement from VPRA.

§ 2.13 Pay When Paid. Unless the Commissions prepay Track Access Hosts prior to submitting Track Access Fee Reimbursement Forms, the Commissions shall remit payment to Track Access Hosts within five business days of receipt of payment from VPRA. If, for any reason, the Commissions cannot

remit payment to one or more Track Access Hosts within five days, the Commissions shall immediately notify the Chief Financial Officer of VPRA (“CFO”) in writing, inform the CFO of the date the Commissions will remit payment to their Track Access Hosts, and deposit the payment received from VPRA in an interest-bearing account. The Commissions shall use all interest proceeds toward the applicable track access fees, reducing dollar-for-dollar the corresponding VPRA Funding Commitment. Depending upon the Commissions’ revised Track Access Host payment date, VPRA may require the Commissions to repay the funds to VPRA, rather than hold them in an interest-bearing account. If the Commissions fail to comply with this provision, VPRA may require the Commissions to prepay Track Access Hosts prior to submitting Track Access Fee Reimbursement Forms.

§ 2.14 Maintenance of Books and Records. The Commissions shall maintain all books, accounting records, and any other documents supporting track access fees charged for every Track Access Payment Addendum. The Commissions shall maintain such records for four years from the end of the state fiscal year (June 30) in which the final payment is made.

§ 2.15 Right to Inspect Records. The Commissions shall permit the authorized representatives of VPRA to inspect and audit their records related to the performance of this Agreement, including any Track Access Payment Addendum entered into hereunder. Acceptable records are documents (such as invoices, receipts, etc.) that are the basis of entries on the Track Access Fee Reimbursement Forms. VPRA may require the Commissions to furnish certified reports of all expenditures under any relevant contracts or subcontracts. In no event shall VPRA request to inspect or audit records of the Commissions related to the performance of any Track Access Payment Addendum more than four years from the end of the state fiscal year (June 30) in which the final payment is made for the Track Access Payment Addendum.

§ 2.16 Audit Duties and Rights. The Commissions must follow the requirements of 2 C.F.R. PART 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards.” A single audit¹ is required when an entity spends \$750,000 or more of Federal Funds in a year. The Commissions must maintain auditable records and adequate supporting documentation. If the Commissions are spending less than \$750,000 of Federal Funds during any one fiscal year, they are not required to undergo a single audit unless specifically requested by VPRA. VPRA reserves the right to require any recipient of Commonwealth funds to undergo an audit relating to a Track Access Payment Addendum the scope of which will be defined by VPRA. In no event shall VPRA require an audit relating to a Track Access Payment Addendum more than four years from the end of the state fiscal year (June 30) in which the final payment is made for the Track Access Payment Addendum.

§ 2.17 Corrective Action Plan upon Finding of Non-Compliance. If an independent certified public accountant, other auditor, VPRA, or any other party conducting an authorized audit finds the Commissions to be out of compliance with any provision of this Agreement, Track Access Payment Addendum, or any relevant federal, Commonwealth, or local law or regulation, the Commissions must provide a satisfactory corrective action plan to VPRA within 60 days of notification of that finding. The scope of any audit conducted must include expenditures made by Contractors and any other recipients of pass-through funds.

§ 2.18 Refund Duty. The Commissions agree if any audit finds payments by VPRA were (i) unsupported by acceptable records, or (ii) in violation of any other provisions of this Agreement or associated Track Access Payment Addendum, then within 60 days of VPRA’s written notice to the Commissions of such audit findings, the Commissions will promptly refund to VPRA any unsupported payments or payments found in violation.

¹ Single Audit is an annual audit where all non-Federal entities that expend \$750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*, and applicable U.S. DOT “Single Audit” requirements of 2 C.F.R. pt. 1201, which incorporate by reference 2 C.F.R. part 200.

§ 2.19 Financial Statements. The Commissions must submit audited financial statements to VPRA no later than December 31 of each year covering the immediately prior fiscal year (July 1 – June 30) to:

VPRA Chief Financial Officer
919 East Main Street, Suite 2400
Richmond, VA 23219
steve.pittard@vpva.virginia.gov

§ 2.20 Assignment. Assignment by the Commissions of any portion of this Agreement or of any Track Access Payment Addendum must be preapproved by VPRA in writing.

ARTICLE 3. TERM; ENTIRE AGREEMENT

§ 3.1 Term. This Agreement shall be effective immediately upon its execution.

§ 3.2 Entire Agreement. This Agreement (inclusive of Exhibits) and executed Track Access Payment Addenda constitute the entire and exclusive agreement among the Parties relating to all specific matters covered therein. All prior or contemporaneous verbal or written agreements, understandings, representations, and/or practices relative to the foregoing are hereby superseded, revoked, and rendered ineffective for any purpose.

ARTICLE 4. NOTICES AND DESIGNATED REPRESENTATIVE

§ 4.1 All notices or communications with respect to this Agreement and associated documents shall be in writing and shall be deemed delivered (i) by hand, upon day of delivery, (ii) by prepaid overnight delivery service, upon the next business day, (iii) by U.S. Mail, certified, postage prepaid, return receipt requested, on the third business day following mailing, or (iv) by electronic mail, upon the day of a reply communication confirming receipt of the notice or communication by the recipient. All notices or communications with respect to this Agreement and associated Projects shall be delivered to the addresses set forth below or such other addresses as may be specified by a Party.

**Designated
Representatives:**

VPRA: VPRA Chief Financial Officer
919 E. Main Street, Suite 2400
Richmond, VA 23219
Email: steve.pittard@vpra.virginia.gov

Commissions: Chief Executive Officer, Virginia Railway Express
1500 King Street, Suite 202
Alexandria, Virginia 22314
Email: rdalton@vre.org

ARTICLE 5. TERMINATION OF TRACK ACCESS PAYMENT ADDENDA

§ 5.1 Commissions' Termination for Convenience. At any time, the Commissions may terminate a Track Access Payment Addendum for their convenience by providing written notice to VPRA. The termination will be effective 30 days after VPRA's receipt of the Commissions' notice. Upon such termination, the Commissions may no longer submit Track Access Fee Reimbursement Forms to VPRA pursuant to the Track Access Payment Addendum.

§ 5.2 Commissions' Termination for Cause.

§ 5.2.1 If VPRA is in material breach of a Track Access Payment Addendum, the Commissions may terminate that Track Access Payment Addendum for cause by providing written notice to VPRA stating the reasons therefor.

§ 5.2.2 VPRA will have 90 days from receipt of the Commissions notice under Section 5.2.1, or such longer time as agreed by the Parties, to cure the material breach ("VPRA Cure Period"). If the breach remains uncured at the end of the VPRA Cure Period, the termination shall be effective the day after expiration of the VPRA Cure Period.

§ 5.2.3 If a Track Access Payment Addendum is validly terminated by the Commissions for cause pursuant to this Section 5.2, the Commissions will not be required to repay funds disbursed by

VPRA under that Track Access Payment Addendum, provided that such funds were used to pay fees that have been confirmed as Eligible Track Access Fees by a VPRA audit.

§ 5.3 VPRA's Termination for Convenience.

§ 5.3.1 At any time, VPRA may terminate a Track Access Payment Addendum for its convenience by providing written notice of termination to the Commissions. The termination shall be effective 30 days after the Commissions' receipt of VPRA's notice.

§ 5.3.2 If VPRA terminates a Track Access Payment Addendum pursuant to this Section 5.3, the Commissions will not be required to repay funds disbursed by VPRA prior to the effective date of the termination, provided that such funds were used to pay fees that have been confirmed as Eligible Track Access Fees by a VPRA audit. The Commissions may seek reimbursement for Eligible Track Access Fees for which they have not previously sought reimbursement incurred prior to the effective date of the termination.

§ 5.3.3 The Commissions waive all claims for damages and expenses related to a termination by VPRA pursuant to this Section 5.3.

§ 5.4 VPRA's Termination for Cause.

§ 5.4.1 VPRA may terminate a Track Access Payment Addendum for cause by written notice to the Commissions upon the Commissions' material breach, insolvency, or assignment for benefit of creditors.

§ 5.4.2 The Commissions shall have 30 days from receipt of VPRA's written notice under Section 5.2.1, or such longer time as agreed by the Parties (the "**Commissions Cure Period**"), to cure the material breach or to or provide assurances acceptable to VPRA of the Commissions' solvency. If the breach remains uncured at the end of the Commissions Cure Period, or if the Commissions fail to provide acceptable assurances of their solvency, the termination shall be effective the day after expiration of the Commissions' Cure Period, except that if the breach cannot be reasonably cured

within 30 days and the Commissions have diligently pursued an appropriate cure during the Commissions' Cure Period, then the Commissions' Cure Period shall be extended but in no event shall it be extended by more than 60 additional days.

§ 5.4.3 If VPRA terminates a Track Access Payment Addendum for cause, the Commissions may no longer submit Track Access Fee Reimbursement Forms to VPRA pursuant to the applicable Track Access Payment Addendum, and shall not be entitled to further repayment.

ARTICLE 6. COVENANT AGAINST CONTINGENT FEES

§ 6.1 The Commissions warrants that they have not, and shall not, employ or retain any company or person, other than a bona fide employee working solely for the Commissions, to solicit or secure a Track Access Payment Addendum, and that it has not, and shall not, pay or agree to pay any company or person, other than a bona fide employee working solely for the Commissions, any fee, commission, percentage, brokerage fee, or other considerations, contingent upon or resulting from the award or making of a Track Access Payment Addendum. Upon breach or violation of this Article, VPRA shall have the right to terminate this Agreement or any Track Access Payment Addendum pursuant to Section 5.4 of this Agreement.

ARTICLE 7. NON-DISCRIMINATION

§ 7.1 Contract Awards. In the solicitation or awarding of any contracts directly related to this Agreement or any associated Track Access Payment Addendum, the Commissions shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Commonwealth law relating to discrimination in employment.

§ 7.2 Employees. During the performance of this Agreement or any associated Track Access Payment Addendum, the Commissions agree as follows: (i) the Commissions will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by Commonwealth law relating to discrimination in

employment; (ii) the Commissions agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (iii) the Commissions, in all solicitations or advertisements for employees placed by or on behalf of the Commissions, will state that the Commissions, where applicable, are an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE 8. DRUG-FREE WORKPLACE

§ 8.1 During the performance of this Agreement and any Track Access Payment Addendum, the Commissions agree to (i) provide a drug-free workplace for their employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Commissions that the Commissions maintain a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

ARTICLE 9. SMALL, WOMEN, AND MINORITY (SWAM) BUSINESSES

§ 9.1 The Commissions are encouraged to seek and use Small, Women, and Minority (“SWAM”) enterprises in relation to any Track Access Payment Addendum issued pursuant to this Agreement. § 2.2-4310 of the *Code of Virginia* (1950), as amended, addresses SWAM enterprises.

ARTICLE 10. PERSONS WITH DISABILITIES

§ 10.1 The Commissions and their agents, employees, assigns, or successors, and Contractors, shall comply with the provisions of the Virginians with Disabilities Act (§ 51.5-40 through § 51.5-46 of the *Code of Virginia* (1950), as amended), the terms of which are incorporated herein by reference.

ARTICLE 11. NONRESTRICTIVE CLAUSES

§ 11.1 The Commissions' solicitation documents will be based upon clear and accurate descriptions of the technical requirements for the material, product, or service to be procured. The descriptions will not contain features that unduly restrict competition.

ARTICLE 12. SPECIAL CAPITAL PROVISIONS

§ 12.1 Useful Life. The Commissions agree that the equipment and facilities funded under this Agreement shall remain in service in the area and be used for the purpose for which they were purchased for the duration of their Useful Life. If any such equipment or facilities are not used for the intended purpose defined in the Track Access Payment Addendum during the applicable Useful Life, the Commissions shall immediately notify VPRA. The Parties shall thereafter work together to ensure the equipment or facilities are used for public transportation purposes for the remainder of the applicable Useful Life.

ARTICLE 13. MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law and Venue. This Agreement and any Track Access Payment Addendum shall, in all respects, be governed by the laws of the Commonwealth without giving effect to its principles of conflicts of law. Nothing in this Agreement or any Track Access Payment Addendum shall constitute a waiver of sovereign immunity by either Party. Any legal action concerning this Agreement, or any Track Access Payment Addendum shall be brought in the City of Richmond Circuit Court of the Commonwealth.

§ 13.2 Compliance with Laws. The Parties shall comply with all requirements specified in this Agreement, each Track Access Payment Addendum, and all applicable Federal, State, and local laws and regulations.

§ 1.3 Severability. If any term or provision of this Agreement or any Track Access Payment Addendum is determined to be invalid, illegal, or unenforceable, it shall not affect the legality, validity, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement or any Track Access Payment Addendum shall be binding upon the Parties.

§ 13.4 Successors and Assigns. All provisions of this Agreement and any Track Access Payment Addendum shall be binding upon the Parties and their respective successors and assigns.

§ 13.5 Grant Requirements. VPRA may develop written grant administration requirements, and upon doing so, shall provide them to the Commissions for their review prior to their application to this Agreement.

§ 13.6 Interest. Any repayment by the Commissions to VPRA for VPRA Track Access Elective Contributions under this Agreement shall also require the payment of interest using the prevailing statutory legal rate of interest established by the General Assembly, calculated from the date reimbursement was made by VPRA to date of repayment by the Commissions.

§ 13.7 Joint and Several Liability of Commissions. While it is understood and agreed that the Commissions shall act together in all matters related to the performance of this Agreement, the rights and obligations of the Commissions hereunder shall be shared jointly and severally.

ARTICLE 14. UNAUTHORIZED ALIENS

§ 14.1 The Commissions certify that they do not, and that they shall not, during the performance of this Agreement and any Track Access Payment Addendum, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 (the “Act”).

IN TESTIMONY THEREOF, the Parties have caused this Agreement to be executed, each by its duly authorized officer.

**NORTHERN VIRGINIA
TRANSPORTATION
COMMISSION**

BY: _____

TITLE: _____

DATE: _____

**POTOMAC AND
RAPPAHANNOCK
TRANSPORTATION
COMMISSION**

BY: _____

TITLE: _____

DATE: _____

**VIRGINIA PASSENGER R
AUTHORITY**

BY: _____

TITLE: _____

DATE: _____

EXHIBIT A
DEFINITIONS

1. “**Act**” is defined in Section 10.1.
2. “**Agreement**” is defined in the Preamble.
3. “**CFO**” is defined in Section 2.13.
4. “**Commonwealth**” shall mean the Commonwealth of Virginia.
5. “**CTB**” shall mean the Commonwealth Transportation Board.
6. “**CTB-Controlled Funding Sources**” shall mean funding sources that are controlled and allocated by the CTB.
7. “**Commissions**” is defined in the Preamble.
8. “**Commissions Cure Period**” is defined in Section 5.4.2.
9. “**Commissions Funding Commitment**” shall mean the funding from sources controlled by the Commissions, which funding has been committed by the Commissions to payment of track access fees.
10. “**Eligible Track Access Fees**” shall mean track access fees incurred by the Commissions that meet the requirements set forth in Section 2.7.
11. “**Federal Funds**” shall mean funds whose original source are a federal government entity, including such funds that may originate with such and entity and flow through VPRA and/or the CTB before being provided to the Commissions.
12. “**General Assembly**” shall mean the Virginia General Assembly.
13. “**Parties**” is defined in the Preamble.
14. “**Track Access Fee Reimbursement Form**” is defined in Section 2.8.
15. “**SWAM**” is defined in Section 9.1.
16. “**Track Access Host**” is defined in Section 2.12.
17. “**Track Access Payment Addendum**” shall mean an addendum to this Agreement entered into by the Parties, under which VPRA commits to provide the VPRA Track Access Elective Contribution (or a portion thereof) for a particular one-year period as defined in Section 2.1.

18. **“Useful Life”** shall mean for each individual asset (*e.g.*, equipment and facilities), twenty (20) years running from the date such asset is placed into service, or any longer period that may be required by a VPRA Funding Partner.

19. **“VPRA”** is defined in the Preamble.

20. **“VPRA Cure Period”** is defined in Section 5.2.2.

21. **“VPRA Funding Commitment”** shall mean the maximum amount of a VPRA Track Access Elective Contribution that is available for payment of the Commissions’ track access fees in a given year, and which is established in a corresponding Track Access Payment Addendum.

22. **“VPRA Funding Partner”** shall mean any entity, including a federal or Commonwealth agency, authority, or institution, other than the Commissions and VPRA, that provides funding in support of a VPRA Track Access Elective Contribution, which funding flows through VPRA and is made available to the Commissions in support of a Track Access Payment Addendum, including when VPRA provides funding to the Commissions before VPRA subsequently seeks reimbursement from the applicable federal or Commonwealth entity.

23. **“VPRA Funding Partner Clawback Event”** shall mean any scenario in which a VPRA Funding Partner demands repayment of any or all funding provided by such VPRA Funding Partner in support of a VPRA Track Access Elective Contribution, which demand is based on a failure of one or both of the Parties to comply with applicable law, regulations, or other requirements related to the provided funding.

24. **“VPRA Track Access Elective Contribution”** shall mean up to eighty-four percent (84%) of the compensation paid by the Commissions to Class I host railroads and the National Railroad Passenger Corporation (Amtrak) with respect to maintenance of right-of-way, dispatch, and other related services (with the portion of such elective contribution supporting payments by the Commissions to CSX Transportation, Inc. referred to as the “Department-Provided Funding” in section 5.1(d) of the Passenger Rail Operations and Access Agreement between the Virginia Department of Rail and Public Transportation (“DRPT”) and the Commissions, dated March 26, 2021, thereafter assigned by DRPT to VPRA, as such may be amended from time to time).

EXHIBIT B

TRACK ACCESS FEE REIMBURSEMENT FORM

[SEE ATTACHED FORM]



VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD

Agenda Item 9-B
Action Item

To: Chair Franklin and the VRE Operations Board

From: Rich Dalton

Date: June 17, 2022

**Re: Recommend Approval and Authorization to Execute VPRA
Master Funding Agreements for VRE Capital Projects and
Track Access Fees**

Recommendation:

The VRE Operations Board is asked to recommend the Commissions approve, and authorize the Chief Executive Officer to execute, two agreements with the Virginia Passenger Rail Authority ("VPRA"), specifically, a Master Funding Agreement for VPRA Supplied Funding for VRE Projects, and a Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees.

Summary:

With the creation of the VPRA, certain grant functions performed by the Department of Rail and Public Transportation ("DRPT") in the past will now be handled by the VPRA. Grants for capital projects and grants for VRE track access fees are the two types of grants VRE has received on an annual basis from DRPT and will continue to receive from the VPRA. New grant agreements with the VPRA have been negotiated. One is a Master Funding Agreement for VPRA Supplied Funding for VRE Projects, and the other is a Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees. Both agreements require approval by the Commissions.

Background:

In the past, VRE has entered into a Master Agreement for Use of Commonwealth Transportation Funds with DRPT to fund specific capital improvement projects. VRE has also entered into the same agreement with DRPT for grant funds for track access fees to be



Northern Virginia
Transportation Commission
2300 Wilson Blvd., Suite 230
Arlington, VA 22201
703-524-3322



Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314
703-684-1001
VRE.org



Potomac and Rappahannock
Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192
703-580-6121

paid under the operating access agreements with CSX Transportation, Norfolk Southern Railway, and the National Rail Passenger Corporation (Amtrak) (collectively, the “Host Railroads”). The VPRA now is responsible for providing grant funds to VRE for these purposes with the exception of some capital grants (primarily for the state match to Federal Transit Administration formula funds as well as grants for rolling stock) that will continue to be managed by DRPT. Two new agreements have been negotiated with the VPRA and now require approval.

The first agreement is a Master Funding Agreement for VPRA Supplied Funding for VRE Projects. As with the previous DRPT agreement, the VPRA agreement anticipates execution of an individual, project specific addendum for each capital project funded by the VPRA. The addendum would detail project scope details, the maximum amount of VPRA funding, and a timeline for project completion. The substantive terms of the VPRA capital agreement are similar to the DRPT grant agreements.

The second agreement is a Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees. Under the March 26, 2021, Passenger Rail Operations and Access Agreement between VRE and DRPT, subsequently assigned to the VPRA, the VPRA has agreed to provide, in its discretion, up to 84% of the amount paid to CSXT for maintenance and dispatching of the railroad right-of-way owned by CSXT and the VPRA. This percentage is the amount DRPT has provided for all Host Railroad track access fees in the past. The proposed new VPRA agreement provides for the VPRA’s provision of funding, in its discretion, for eighty-four percent (84%) of the train mile fee paid by VRE to the Host Railroads for maintenance, dispatch, and other related services. As in the case of the capital funding agreement, the track access fee agreement anticipates execution annually of a track access payment addendum specifying the maximum amount of VPRA funding for track access fees in the given year. The substantive terms of the VPRA track access fees agreement are similar to the DRPT grant agreements.

Fiscal Impact:

There is no immediate fiscal impact resulting from the execution of these agreements. As individual addenda under the grant agreements are executed, the grant funds will become a source for payment for various capital projects and for annual track access fees paid to the host railroads.

**Virginia Railway Express
Operations Board Resolution**

9B-06-2022

**Recommend Approval and Authorization to Execute VPRA Master
Funding Agreements for VRE Capital Projects and Track Access Fees**

WHEREAS, VRE, in the past, has entered into a Master Agreement for Use of Commonwealth Transportation Funds with the Department of Rail and Public Transportation (“DRPT”) to fund specific capital improvement projects; and,

WHEREAS, VRE has also in the past entered into the same agreement with DRPT for grant funds for track access fees to be paid under the operating access agreements with CSX Transportation, Norfolk Southern Railway, and the National Rail Passenger Corporation (Amtrak) (collectively, the “Host Railroads”); and,

WHEREAS, the VPRA now is responsible for providing grant funds to VRE for these purposes; and,

WHEREAS, VRE staff has negotiated a Master Funding Agreement for VPRA Supplied Funding for VRE Projects which requires execution annually of an individual, project specific addendum for each capital project funded by the VPRA detailing the project scope, the maximum amount of VPRA funding, and a timeline for project completion; and,

WHEREAS, VRE staff has negotiated a Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees which provides for VPRA’s funding, in its discretion, of eighty-four percent (84%) of the train mile fees paid by VRE to the Host Railroads for maintenance, dispatch, and other related services upon execution annually of a track access payment addendum specifying the maximum amount of VPRA funding for track access fees in the given year;

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board does hereby recommend that the Commissions approve and authorize the Chief Executive Officer to execute on behalf of the Commissions, a Master Funding Agreement for VPRA Supplied Funding for VRE Projects, and a Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees.

Approved this 17th day of June 2022

Margaret Franklin
Chair

Sarah Bagley
Secretary



VIRGINIA RAILWAY EXPRESS
OPERATIONS BOARD

Agenda Item 10-B **Information Item**

To: Chair Franklin and the VRE Operations Board

From: Rich Dalton

Date: June 17, 2022

Re: Free Fare Proposals for September and October 2022

Throughout the country, transit agencies have initiated free fare programs to stimulate ridership following the pandemic, reward riders for their continued patronage, and commemorate important events. VRE staff have evaluated two related free fare proposals for the Fall of 2022.

Free Fare September for All Riders

The above-mentioned benefits stemming from the elimination of fares, when combined with the potential for VRE to demonstrate goodwill during an upcoming disruption to the region's transportation network, has led staff to propose "Free Fare September" for all riders.

September is typically a month where the regional transportation system is strained, as kids return to school and workers return from summer vacation, and it historically has been one of the highest ridership months for VRE. This September, many federal agencies are expected to transition to more permanent in-office work schedules, moving away from the remote work scenarios implemented during the pandemic. While many agencies and private employers will still allow some teleworking, most will require a higher in-office presence for their workers. Staff believes offering free fares for the month of September will encourage commuters who are considering various commute options to try VRE.

Staff also believes a Free Fare September will be an effective way to express VRE's gratitude to riders who have stuck with us through the pandemic. While VRE has suffered ridership losses due to the pandemic, a core group of riders has continued to patronize our service. Allowing them to ride free in September would be our way of saying thanks.



Northern Virginia
Transportation Commission
2300 Wilson Blvd., Suite 230
Arlington, VA 22201
703-524-3322



Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314
703-684-1001
VRE.org



Potomac and Rappahannock
Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192
703-580-6121

Starting on September 10th, WMATA will shut down Metrorail stations south of Reagan National Airport on both the Blue and Yellow Lines. This shutdown will last at least six weeks, and VRE will be a major contributor to the mitigation efforts in the region. Allowing riders to board for free during September will maximize usage of VRE during the first half of the shutdown.

Lastly, as you know, 2022 is the 30th anniversary of the start of VRE service. A Free Fare September is an excellent way to commemorate that anniversary.

Free Fares from Zones 2 & 3 for October

Because the shutdown of Metrorail's Blue and Yellow Line service south of Reagan National Airport will continue for at least three weeks into October, staff also proposes free fares for riders traveling between zones 2 (Crystal City and Alexandria) and 3 (Backlick and Franconia-Springfield) and from zone 2 or 3 into zone 1 (L'Enfant and Union Station) during October. The same free fare would apply for southbound travel from zone 1 to zones 2 or 3 and between zones 2 and 3. Zones 2 and 3 generally overlap with the area directly affected by the Metrorail shutdown. Providing free fares for these zones in October will continue VRE's enhanced role in mitigating the effects of the Metrorail shutdown.

Fiscal Impact

Average ridership in April and May 2022 has been over 5000 trips per day, with total monthly passenger fare revenue of \$1.1 to \$1.2 million. We do not expect significant growth in ridership from this level during the summer months, but ridership in September is expected to increase as employees return to the office. If average daily ridership were to increase to 10,000 trips per day, the expected monthly fare revenue would also increase to approximately \$2.3 million. Therefore, the expected cost of Free Fare September – in terms of foregone fare revenue, and before any impact of the Metrorail shutdown – is in the range of \$1.2 million to \$2.3 million. VRE's existing federal pandemic relief funds will provide a backstop to replace this foregone revenue.

The expected impact to VRE of the proposed free fares in September and October for zones 2/3 specifically is more modest. Current ridership to/from/between zones 2 and 3 is relatively small at only 400 trips per day, with most of that ridership occurring at the Backlick Road station. Of course, if a significant share of passengers impacted by the Metrorail shutdown shift over to VRE, that figure could increase substantially. However, VRE expects to apply to the Department of Rail and Public Transportation (DRPT) for special grant funds that are being made available to the region specifically for mitigation of the Metrorail shutdown. These funds, which are available at an 80 percent state share, would reimburse VRE for the foregone revenue associated with offering free fares for zones 2 and 3.

TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice
DATE: June 30, 2022
SUBJECT: Department of Rail and Public Transportation (DRPT)

At the July meeting, DRPT Acting Director Jen DeBruhl will give her report. DRPT staff will also give a brief update on the Transit Equity and Modernization Study.

A. DRPT Monthly Report

Acting Director DeBruhl will give her report. The [monthly DRPT Report](#), which provides updates on DRPT programs and initiatives, is attached.

B. Transit Equity and Modernization Study Presentation

DRPT staff will give a presentation on the [Transit Equity and Modernization Study](#). The 2021 General Assembly directed DRPT to complete a needs assessment focusing on the equitable delivery of transit services and modernization of transit in the Commonwealth. The Virginia [Transit Equity and Modernization Study](#) is aimed at identifying opportunities to advance equitable transit within the Commonwealth. The study team is exploring a wide variety of topics with heavy engagement with the public to create a proactive plan for the equitable advancement and modernization of transit in the Commonwealth.



COMMONWEALTH of VIRGINIA

Jennifer B. DeBruhl
Acting Director

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION
600 EAST MAIN STREET, SUITE 2102
RICHMOND, VA 23219-2416

(804) 786-4440
FAX (804) 225-3752
Virginia Relay Center
800-828-1120 (TDD)

TO: Chair Aguirre and NVTC Commissioners

FROM: Jennifer DeBruhl, Acting Director

DATE: June 28, 2022

SUBJECT: Virginia Department of Rail and Public Transportation (DRPT) Update

The Commonwealth Transportation Board (CTB) met on June 21 in Richmond. At the [workshop](#), staff provided updates on the Commonwealth Transportation Fund (CTF) [Financial Plan](#) and the FY23-28 [DRPT](#) and [VDOT](#) Six Year Improvement Programs (SYIPs). The approved \$6.2 billion DPRT FY23-28 [SYIP](#) includes \$4.7 billion for transit, including \$2.4 billion for WMATA. In FY23, \$200.8 million is allocated to NVTC for WMATA capital and operating subsidies. Dedicated capital funding is \$154.5 million, and Virginia match for federal Passenger Rail Investment and Improvement Act (PRIIA) is \$50.0 million. FY23 also includes allocations of \$7.2 million in I-66 Commuter Choice and \$16.2 million in I-395 Commuter Choice.

At the [action meeting](#), the CTB approved the DRPT and VDOT FY23-28 [SYIPs](#) and FY23 [budget](#). The final SYIP is available on the DRPT [Open Data Portal](#) on DRPT's website. The interactive portal shows individual projects and allows for searching by program, transit service provider, and construction district. DRPT has already begun sending out FY 23 project agreements. DRPT will hold a virtual FY 23 Transit Grant Recipient Workshop for all funding recipients on July 28.

At the CTB's [rail and transit subcommittee](#), DRPT staff provided an update on the [Transit Equity and Modernization Study](#) and a benefit-cost analysis of the Commonwealth Rail Fund. The Transit Equity and Modernization study is nearing completion, and the final report is anticipated this summer.

The Transit Service Delivery Advisory Committee (TSDAC) met on June 10 at the DRPT office in Richmond. The agenda included proposed changes to the [MERIT](#) (Making Efficient and Responsible Investments in Transit) capital policy, MERIT operating assistance scenarios, and proposed changes to Transit Strategic Plan (TSP) guidance. [Meeting materials](#), including an archived recording, a draft CTB resolution on capital prioritization, and draft TSP guidelines are available on DRPT's website. TSDAC members from Northern Virginia include NVTC Executive Director Kate Mattice (Virginia Transit Association appointee), Falls Church Assistant City Manager Cindy Mester (Virginia Municipal League appointee), and Jim Dyke (DRPT appointee). The next meeting is scheduled for July 15 at 10:00 AM at the DRPT offices in Richmond. The meeting will be live streamed but [registration](#) is required.

Finally, concurrent with VDOT's I-495 [Southside Express Lanes Study](#), DRPT is conducting a complementary I-495 Southside Express Lanes Transit/TDM Study. The first Stakeholder Working Group meeting was held on May 25. DRPT will be holding a virtual public meeting on the study on July 19. The Transit/TDM Study is scheduled for completion this fall.

TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice
DATE: June 30, 2022
SUBJECT: Executive Director Report

A. Executive Director Newsletter

NVTC's Executive Director Newsletter provides updates on specific NVTC projects and programs and highlights items of interest at the federal and state levels and among partners such as the Transportation Planning Board (TPB) and the Northern Virginia Transportation Authority (NVTA).

This month the [Executive Director Newsletter](#) reports on final approval of the I-66 Commuter Choice Program of Projects for FY 2023-24, planning conversations for the next *Annual Report on the Performance and Condition of WMATA* and the launch of the "Re-discover your ride" marketing campaign to encourage people to ride public transit.

B. NVTC Financial Report

The [May 2022 Financial Report](#) is provided as information.



Executive Director Newsletter



@NoVaTransit

NoVaTransit.org

NoVaRides.org

Northern Virginia
Transportation Commission
2300 Wilson Blvd., Ste. 230
Arlington, VA 22201

July 2022



A Message from Kate Mattice

Access to transit in Northern Virginia is about to grow significantly and groundwork is being laid for future expansion and modernization. We look forward to the opening of seven new Metrorail stations—six as part of Phase 2 of the Silver Line and an “infill” station at Potomac Yard on the Blue and Yellow Lines. Both projects have been years in the making and Metro expects each will open this fall. In addition, DASH, Fairfax Connector and Loudoun Transit will realign bus service to complement the station openings.

Beyond the new stations, our Commuter Choice program will help make it faster to walk to two existing stations. Commuter Choice funding supports planned new entrances at Ballston-MU and McLean which will improve access and shorten walking distances. In addition, Arlington County is moving forward with a second entrance at Crystal City station close to the future expanded and relocated Virginia Railway Express (VRE) station.

Speaking of VRE, as we mark the 30th anniversary of the start of commuter rail service this summer, the celebration reminds us that the work we do now pays dividends for decades to come. The planning for VRE service began almost a decade before trains started rolling down the tracks. Nearly 40 years later we are on the brink of another major advancement for VRE. The Virginia Passenger Rail Authority (VRPA) is holding [public meetings](#) and conducting a survey about the future Long Bridge, which will provide a dedicated bridge for passenger trains and allow for all-day and weekend service. As former Commissioner and VRE Operations Board Chair said at a recent event, VRE is, “The little train that thought it could, knew it could and did.”

It's shaping up to be an exciting year for transit in our region, as we continue to be a model for the nation.

A handwritten signature in black ink that reads "Kate A. Mattice".

Executive Director

In This Issue

- 4 VRE celebrates 30 years of service
- 8 CTB approves I-66 Commuter Choice FY 2023-2024 Program of Projects
- 9 Commuter Choice team presents program to road user charging experts
- 10 Metro takes control of Silver Line Phase 2
- 11 Paul Smedberg elected to 4th term as Metro Board chair
- 11 Legislative committee hears GA and Metro updates
- 12 Metro releases shuttle bus plan for upcoming Blue/Yellow Lines construction
- 14 WMATA Committee sets strategy for annual report
- 15 Groundbreaking to help ART's continued growth
- 16 NVTC receives marketing award at VTA conference
- 17 Kate Mattice discusses bus innovations on regional podcast
- 17 TSDAC weighs statewide transit funding formula
- 18 "Re-Discover Your Ride" marketing campaign launches
- 19 Two fellows join NVTC for the summer
- 20 Wishing good luck to Patricia Happ

*Save
the
Date*

July 15

Virginia Railway Express
Operations Board

July 19-20

Commonwealth
Transportation Board

July 21

Virginia Passenger Rail
Authority Board

July 21

WMATA Committee

September 1

Commission Meeting

NoVaTransit.org
NoVaRides.org



@NoVaTransit





Virginia Railway Express ([VRE](#)) celebrated a milestone June 22 by marking 30 years since the start of commuter rail service. NVTC co-owns VRE with the Potomac and Rappahannock Transportation Commission (PRTC). During the commemoration at Manassas Station, longtime Commissioner and VRE Operations Board Chair Sharon Bulova [remarked](#) that the journey to start up the commuter railroad was sometimes bumpy. "Welcome to a celebration that many people 30 years ago would never have imagined would take place today. The VRE is a story of being resilient. It is a story of being knocked down, but always getting back up. It's the story of Commissioners from NVTC, PRTC and the Operations Board who never gave up, even when the obstacles looked impossible," said Bulova, who is known as "the mother of VRE." She added, "riders and operators of the service feel a special ownership of the little train that thought it could, knew it could and did."

NVTC started a feasibility study for a commuter railroad in 1984 and PRTC was founded two years later to help launch VRE. To this day, NVTC and PRTC support and appoint members to the VRE Operations Board. The two Commissions jointly own all the assets, including the rolling stock and stations. Looking toward the future, VRE is working with the [Virginia Passenger Rail Authority](#) and the [Transforming Rail in Virginia](#) initiative to build a new Long Bridge over the Potomac River, which will allow for expanded daily and weekend trains.









CTB approves I-66 Commuter Choice FY 2023-2024 Program of Projects

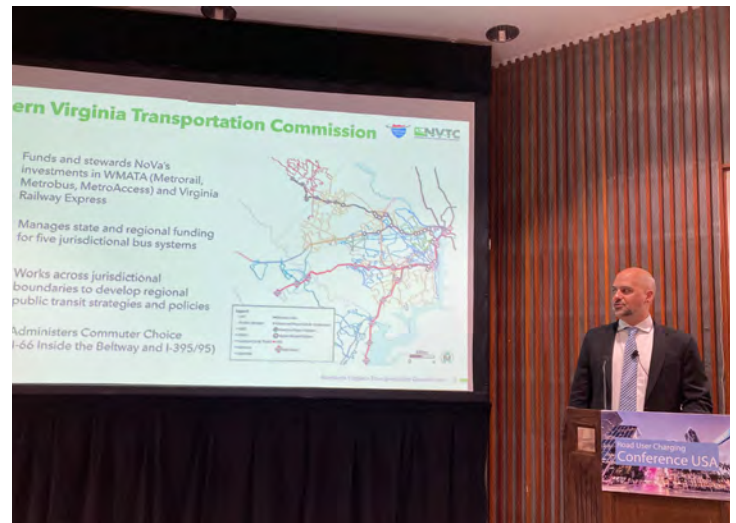
The Commonwealth Transportation Board ([CTB](#)) unanimously approved the FY 2023-2028 Six-Year Improvement Program June 21, which included the \$15.1 million I-66 Commuter Choice FY 2023-2024 Program of Projects that the Commission adopted earlier in June. The program includes seven projects that support the I-66 corridor improvement goals of moving more people and creating viable, effective transportation options, as well as NVTC's program administration and oversight activities for the two-year period. The Commuter Choice team has distributed draft Standard Project Agreements to the five funding recipients and is working to execute the agreements so that implementation of funded projects may begin promptly once the new fiscal

year begins July 1. The next Call for Projects in the I-395/95 corridor, for projects to be funded in FY 2024-2025, will open later this year. As a further improvement to our applicant engagement approach, the Commuter Choice team is beginning informal conversations with eligible applicants about capital projects that could be a good fit with Commuter Choice's eligibility and goals. Capital projects can provide long-lasting benefits to I-395/95 corridor commuters and help the program maintain its support for high-performing transit services, given the limitation in the program [Memorandum of Agreement](#) that no more than 50% of available program funds may be allocated to transit operations over a nine-year period.

	Applicant	I-66 Commuter Choice FY 2023-2024 Application Title	Funding Request
1	City of Manassas Park	Manassas Park VRE Station Parking Garage	\$2,500,000
2	Arlington County	Ballston-MU Metrorail West Entrance	\$4,500,000
3	OmniRide	Renewal of Bus Service from Gainesville to Pentagon and Navy Yard	\$2,560,449
4	Fairfax County	Renewal of Bus Service from Vienna Metrorail Station to Pentagon	\$1,232,850
5	OmniRide	Renewal of Bus Service from Haymarket to Rosslyn	\$947,554
6	Prince William County	TDM Strategy - Fare Buy-Down on I-66 Commuter Bus Service	\$650,000
7	Fairfax County	Trail Access to Vienna Metrorail Station	\$2,200,000
	NVTC	Program Administration and Oversight	\$525,000
Total			\$15,115,853



Commuter Choice team presents program to road user charging experts



Commuter Choice Senior Program Manager Ben Owen and Senior Program Analyst Adam Hager presented at the [Road User Charging Conference USA](#) in Miami on June 13 to a worldwide delegation of experts in the tolling, congestion pricing and intelligent transportation systems industry. They detailed how the Commuter Choice program operates, the public-private and state-regional-local partnerships involved, the program's rigorous performance management framework and how NVTC ensures that the program delivers maximum value to toll payers.

Ben and Adam detailed how the program invests toll revenues defensibly into a broad range

of multimodal projects, a topic of particular interest to conference attendees and addressed questions from conference participants about the types of efforts that the program can fund and the potential transferability of elements of the program framework to other parts of the country. They, along with Director of Programs and Policy Allan Fye, learned the latest in how regions across the U.S. and Europe are implementing road user charging programs to reach climate goals, sustain and expand revenue for major transportation investments and develop more equitable transportation networks.





takes control of Silver Line Phase 2

Metro's Interim GM/CEO Andy Off [announced](#) June 23 that the agency had taken provisional control of Phase 2 of the Silver Line from the Metropolitan Washington Airports Authority (MWAA), which was in charge of construction. The [extension](#) includes six new stations, 11.4 miles of new track and a new rail yard. The agency will begin a series of tests and has not announced an opening day.

"We are one step closer to extending our service offerings to customers that have long awaited

access to Metro," said Board Chairman Paul C. Smedberg in a [statement](#). "While there is still more work to do, achieving this milestone towards opening the Silver Line Extension will create jobs, improve economic vitality and increase ridership for the region. We appreciate the support and understanding of our jurisdictional partners and customers as we work towards project completion."





Paul Smedberg elected to 4th term as Metro Board chair

The Metro Board of Directors [unanimously](#) reelected Paul C. Smedberg as Chair during its meeting June 23, extending the leadership role he's occupied since January 2019. Mr. Smedberg serves as the Virginia governor's appointee to the Board. Mr. Smedberg has served as an NVTC Commissioner since 2006 and chaired the Commission in 2014 and 2018. He first joined the Metro Board as an alternate in 2016. Our congratulations to him on his reappointment.



Legislative Committee hears GA and Metro updates

NVTC's [Legislative and Policy Committee](#) met May 25 to reflect on the 2022 Virginia General Assembly session and initiate discussions on our 2023 Legislative and Policy Agenda. NVTC's government affairs liaison Aimee Perron Seibert reported on final FY 2023 budget deliberations leading up to its passage June 1. The committee was attuned any changes that may impact transit funding beyond the bill to eliminate the grocery tax, which passed earlier this year. The committee also discussed potential funding requests that could support Metro operations in the future.

Executive Director Kate Mattice also updated the committee on the Transit Service Delivery Advisory Committee ([TSDAC](#)) deliberations that will inform future formulas for the allocation of Department of Rail and Public Transit (DRPT). DRPT's changes will alter the schedule and scope of transit strategic plan, modify some elements of its MERIT discretionary capital program, and also examine reserving funding for matching federal grant awards.



Metro releases shuttle bus plan for upcoming



Free Shuttle Service

Effective: September 10 - October 22, 2022

EXPRESS SHUTTLES

Blue Line Express: Franconia - Pentagon

Between Franconia-Springfield & Pentagon

Yellow Line Express: Huntington - Pentagon

Between Huntington & Pentagon

LOCAL SHUTTLES

Blue Line Shuttle: Franconia-Springfield - National Airport

Between Franconia-Springfield, Van Dorn St, King St-Old Town, Braddock Rd, & National Airport

Yellow Line Shuttle: Huntington - Crystal City

Between Huntington, Eisenhower Ave, King St-Old Town, Braddock Rd, & Crystal City

DC SHUTTLES (Weekday Rush Hour Only)

VA-DC Shuttle 1: Crystal City - L'Enfant

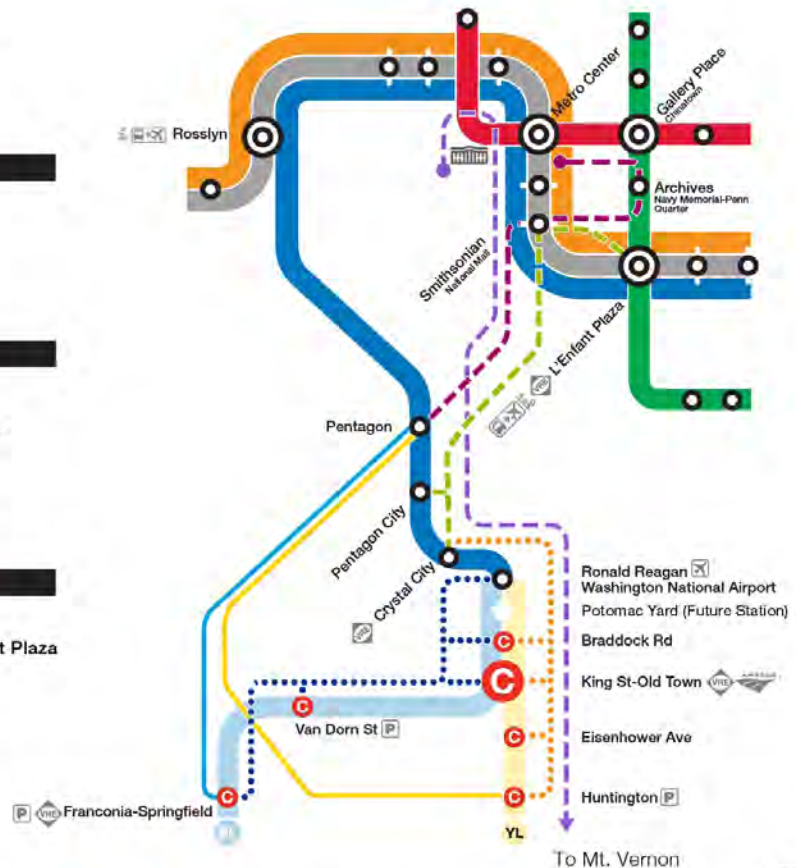
Between Crystal City, Pentagon City, Smithsonian, & L'Enfant Plaza

VA-DC Shuttle 2: Pentagon - Archives

Between Pentagon, Smithsonian, & Archives

VA-DC Shuttle 3: Mt. Vernon - Potomac Park (11Y Route)

Between Mt. Vernon, Alexandria, & Potomac Park (Peak Direction Only)



Station Closed

Station Open

Transfer Station

No BL YL service south of Ronald Reagan Washington National Airport

ADA shuttles available upon request between impacted stations



released its travel alternatives plan in June for the upcoming construction work that will shut down the Blue and Yellow Lines. There will be no rail service south of Ronald Reagan Washington National Airport Station for six weeks starting September 10 to allow for the tie-in of the Potomac Yard Station. Metro will provide a mix

of free local and express shuttle buses during all Metrorail operating hours.

From late October until May of next year all stations will be open, but there will be no Yellow Line service due to reconstruction of the bridge and tunnel over the Potomac River. Blue Line trains will

g Blue/Yellow Lines construction



Northern Virginia Service

Plan your trip at NoVaRides.org

Metro Station Closed Sept 10 - Oct 22

DASH (Alexandria) Fare-Free

103 & 104 (Weekday Rush Hour Service Only)

35 (7 Days/Week)

Fairfax Connector

393/394 & 395/396 (Weekday Rush Hour Service Only)

OmniRide

D-100, D-200, D-300, L-100, L-200, RS South Route 1, MC Montclair (Weekdays Only)

Virginia Railway Express (VRE)

Trains to L'Enfant Plaza and Union Station (Weekday Rush Hour Service Only)



serve all Virginia Blue and Yellow Line stations. Metro will offer three limited-stop shuttle buses, which will also be free to ride.

Program Analyst Ronnetta Zack-Williams and Marketing and Engagement Manager Monique Blyther created a map that shows additional

ways to travel during construction. It highlights express service from DASH, Fairfax Connector and Virginia Railway Express. Meanwhile, staff are engaged with Metro and a number of other agencies to troubleshoot any issues that may arise from the shutdown mitigation efforts.

WMATA Committee sets strategy for annual report

The NVTC WMATA Committee convened [June 16](#) for the first of two work sessions on the 2022 Annual Report on the Performance and Condition of WMATA. WMATA Senior Program Manager Andrew D'huyvetter presented NVTC staff's proposal for the Commission to focus this year's report on five strategies to reduce the growth in costs and improve efficiencies at Metro:

- New financial operating model
- Labor costs
- Role of Metrobus and local transit operators
- Fare evasion
- Rider confidence

After the presentation, committee members provided feedback on the five proposed strategies, recommended two additional strategy areas, and requested that staff include a discussion of the more immediate challenges

in the FY 2024 Metro budget as well as longer-term structural issues with Metro funding. Staff will further refine and develop the strategies for committee feedback at their July meeting. The committee also received an overview of the peer transit agency funding research effort that NVTC transit fellow Jonathan Bonilla is conducting within the NVTC WMATA Program and a preview of Metro's mitigation plan for Yellow Line bridge/tunnel rehabilitation and Potomac Yard track tie-In from Program Analyst Ronnetta Zack-Williams.





Groundbreaking to help ART's continued growth

Arlington County [broke ground](#) for an Arlington Transit (ART) [operations and maintenance facility](#) June 15 that will allow the transit agency to continue growing in a sustainable manner. The ceremony marked the culmination of eight years of work. ART has significantly increased routes and hours of service in the last ten years and county officials say the agency will continue to grow over the next two decades. The future facility in the Green Valley neighborhood will include maintenance, operations, an administration building, a surface

parking lot for the buses and an employee parking garage. Construction is expected to wrap up in 2025.

NVTC Marketing and Engagement Manager Monique Blyther and Transit Resource Center Senior Program Manager Xavier Harmony were on hand as officials from the county, ART, the Department of Rail and Public Transportation and the Northern Virginia Transportation Authority celebrated the groundbreaking.





NVTC receives marketing award at VTA conference

Marketing and Engagement Manager Monique Blyther accepted NVTC's second Virginia Transit Association (VTA) Transit Marketing – Large System award at the 45th annual [VTA conference](#) in downtown Roanoke June 1. The award, honoring NVTC's 2021 "[Moving Forward Together](#)" marketing campaign, comes just two days after the launch of our regional "[Re-Discover Your Ride](#)," campaign. The Virginia Department of Rail and Public Transportation (DRPT) provided a grant for the early 2021 campaign, which included local matches from the

cities of Falls Church and Fairfax, Arlington and Fairfax Counties, OmniRide and Virginia Railway Express (VRE). DASH, Metro and OmniRide were also recognized during the event. Former Metro GM/CEO Paul J. Wiedefeld received the Transit Professional Distinguished Service award, OmniRide was recognized for best Community Program and DASH walked away with two honors, one for special marketing and community outreach and the other for unsung hero, bus operator Jovan Jones.

Executive Director Kate Mattice participated in a discussion about Transit Service Delivery Advisory Committee (TSDAC) at the board of directors meeting. Attendees also heard from VTA President and City of Alexandria Mayor Justin Wilson, Roanoke City Councilman and Greater Richmond Transit Company (GRTC) Chair Joseph Cobb and American Public Transit Association (APTA) Vice President Art Guzzetti.

NVTC Chair Canek Aguirre, Commuter Choice Senior Program Analyst Adam Hager, Transit Resource Center Senior Program Manager Xavier Harmony, Program Analysts Ronnetta Zack-Williams and Sophie Spiliotopoulos and transit fellow Silas Sullivan joined me at the conference and participated in live transit technology demos, round table discussions and a tour of the [Virginia Museum of Transportation](#). Finally, a special thanks to Communications and Public Affairs Manager Matt Friedman, for serving on the judging panel for this year's VTA awards.



think **REGIONALLY**



with
Robert McCartney



Paul Smedberg



Kate Mattice



Joe McAndrew

Kate Mattice discusses bus innovations on regional podcast

Executive Director Kate Mattice detailed plans to develop Bus Rapid Transit (BRT) lines in Northern Virginia and how bus systems are adapting to pandemic-related travel changes on a [podcast](#) published by the Metropolitan Washington Council of Governments (MWCOG). Kate spoke with retired Washington Post writer Robert McCartney, who now hosts the "Think Regionally" [podcast](#) for MWCOG. Kate noted that, "Bus was the shining star of a transportation alternative during the height of COVID. It continued to serve people in Northern Virginia, D.C. and our region."

The same episode also includes a discussion with Metro Board Chair and NVTC Commissioner Paul Smedberg and Joe McAndrew from the Greater Washington Partnership.

TSDAC weighs statewide transit funding formula

Executive Director Kate attended the Department of Rail and Public Transportation (DRPT) Transit Service Delivery Advisory Committee ([TSDAC](#)) meeting in Richmond June 10. Ms. Mattice serves as the representative for the Virginia Transit Association. We have been convening monthly since March to evaluate the Commonwealth's Capital and Operating funding allocation strategies. This month the committed continued discussion of proposed changes to the MERIT Capital policy and the Transit Strategic Plan guidelines. Members also considered possible MERIT Operating Assistance scenarios. The Committee's final findings and recommendations will be brought to the Commonwealth Transportation Board for approval later this year.



Re-**DISCOVER** YOUR RIDE

marketing campaign launches

A new regional marketing campaign to encourage riders to return to transit launched May 30, encouraging people to "re-discover" their ride as The campaign can be heard on radio stations WAMU and WTOP and, for the first time in Spanish, on WLZL "El Zol." The campaign also includes online and social media ads, video and radio streaming. email marketing and WAZE. Marketing and Engagement Manager Monique Blyther and Communications and Public Affairs Manager Matt Friedman worked with staff at the Department of Rail and Public Transportation to localize the ads for the Northern Virginia market. DRPT provided a grant to support the campaign, which includes a 20% match from our partners at the cities of Alexandria, Falls Church and Fairfax, the counties of Arlington, Fairfax and Loudon, and OmniRide and Virginia Railway Express.

The ads encourage viewers to visit novarides.org, which IT Manager Melissa Walker recently, redesigned to match the look of the campaign. You can watch the video ads in [English](#) and [Spanish](#) on our [YouTube channel](#). Don't forget to hit "subscribe" while you're there.



Plan Your Trip





Two fellows join NVTC for the summer

NVTC recently brought on two transit fellows for the summer – Jonathan Bonilla and Daniel Segura. Jonathan is working on his Master of City and Regional Planning degree at Rutgers University. While at NVTC, he will be conducting research on various funding models for transit agencies across the United States and the world. This effort will support ongoing research in NVTC's WMATA Program. Daniel is working on his Bachelor of Arts in Public and Urban Affairs degree at Virginia Tech. During his tenure at

NVTC, he will be documenting existing and planned bus priority efforts, such as transit only lanes, transit signal priority and queue jump lanes, within the NVTC district. This research will support ongoing efforts within NVTC's Transit Resource Center.

We also thank the Department of Rail and Public Transportation for their ongoing support of our transit fellow program which helps train the next generation of transit professionals.



Wishing good luck to Patricia Happ

After working at NVTC for over six-and-a-half years, Transit Technology Senior Program Manager Patricia Happ announced that she is leaving NVTC to work for the Federal Transit Administration's (FTA) Office of Research, Demonstration and Innovation. Throughout her tenure, Patricia led NVTC's Commuter Choice Program, Transit Technology Program, as well

as Regional Fare Collection and zero-emission bus efforts while serving as a mentor for other NVTC staff and interns. Patricia recently became a certified Project Management Professional (PMP). We wish her the best of luck and I am sure our paths will cross again.





2300 Wilson Blvd., Ste. 230
Arlington, VA 22201

NoVaTransit.org
NoVaRides.org



@NoVaTransit



Northern Virginia Transportation Commission

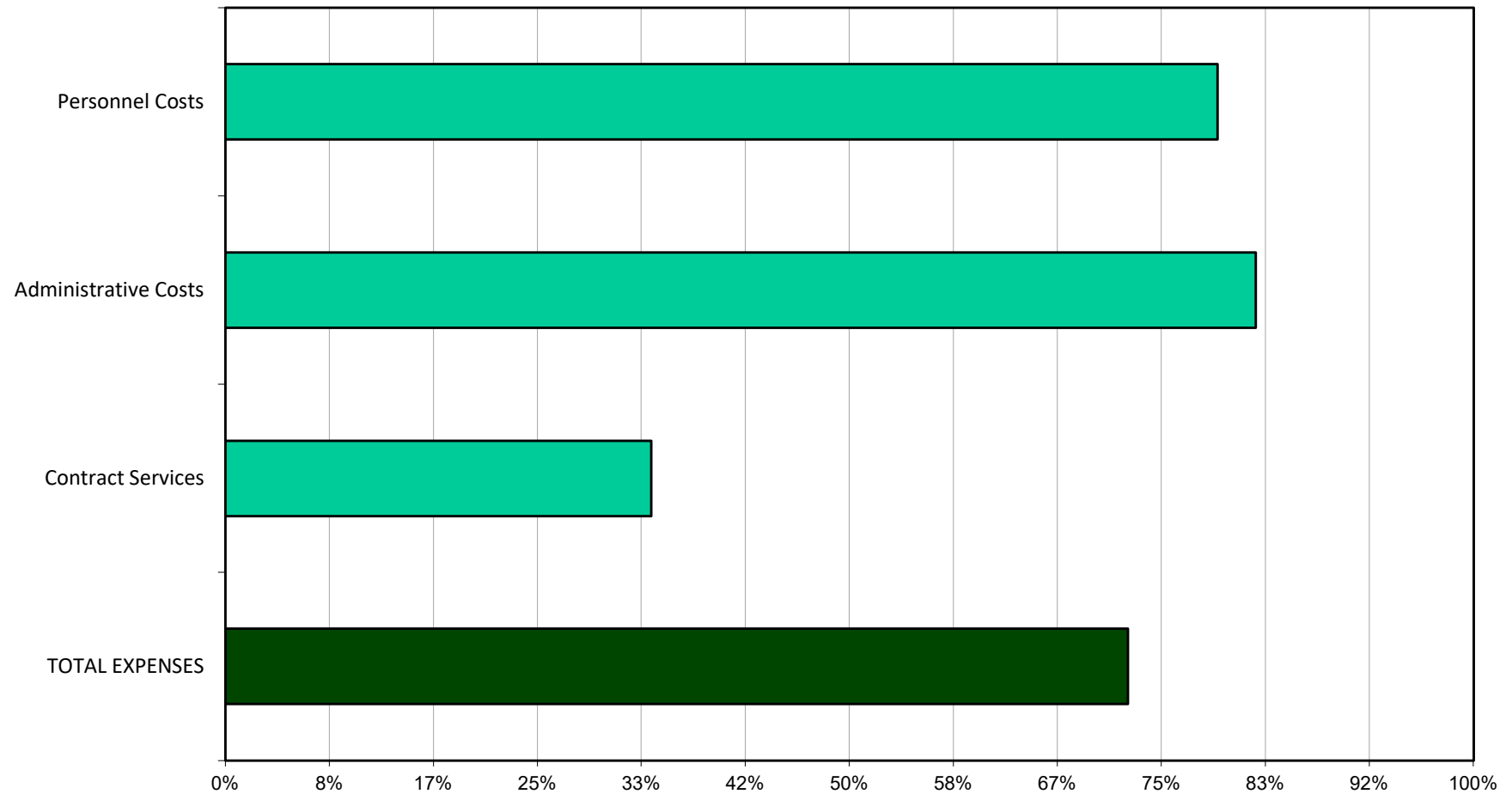
Financial Reports

May 2022

PERCENTAGE OF FY 2022 NVTC ADMINISTRATIVE BUDGET USED

May 2022

(TARGET 91.7% OR LESS)



Note: Refer to pages 2 and 3 for details

NORTHERN VIRGINIA TRANSPORTATION COMMISSION
G&A BUDGET VARIANCE REPORT
May 2022

	<u>Current Month</u>	<u>Year To Date</u>	<u>Annual Budget</u>	<u>Balance Available</u>	<u>Balance %</u>
<u>Personnel Costs</u>					
Salaries and Wages	\$ 141,455.69	\$ 1,663,643.80	\$ 2,102,700.00	\$ 439,056.20	20.9%
Temporary Employee Services	-	-	-	-	
Total Personnel Costs	<u>141,455.69</u>	<u>1,663,643.80</u>	<u>2,102,700.00</u>	<u>439,056.20</u>	<u>20.9%</u>
<u>Benefits</u>					
Employer's Contributions:					
FICA	11,501.71	120,768.30	144,000.00	23,231.70	16.1%
Group Health Insurance	12,961.17	128,845.15	183,100.00	54,254.85	29.6%
Retirement	13,874.00	152,614.00	170,000.00	17,386.00	10.2%
Workmans & Unemployment Compensation	166.93	4,578.39	5,500.00	921.61	16.8%
Life Insurance	12.51	5,046.89	6,800.00	1,753.11	25.8%
Long Term Disability Insurance	2,359.70	8,950.77	11,000.00	2,049.23	18.6%
Total Benefit Costs	<u>40,876.02</u>	<u>420,803.50</u>	<u>520,400.00</u>	<u>99,596.50</u>	<u>19.1%</u>
<u>Administrative Costs</u>					
Commissioners Per Diem	1,350.00	11,200.00	14,500.00	3,300.00	22.8%
<i>Rents:</i>	<i>33,390.92</i>	<i>355,094.95</i>	<i>408,200.00</i>	<i>53,105.05</i>	<i>13.0%</i>
Office Rent	33,113.47	353,623.67	379,600.00	25,976.33	6.8%
Parking & Transit Benefits	277.45	1,471.28	28,600.00	27,128.72	94.9%
<i>Insurance:</i>	<i>567.35</i>	<i>6,902.05</i>	<i>7,400.00</i>	<i>497.95</i>	<i>6.7%</i>
Public Official Bonds	100.00	2,300.00	2,300.00	-	0.0%
Liability and Property	467.35	4,602.05	5,100.00	497.95	9.8%
<i>Travel:</i>	<i>3,626.45</i>	<i>26,830.10</i>	<i>44,000.00</i>	<i>17,169.90</i>	<i>39.0%</i>
Conference / Professional Development	3,214.63	17,044.50	27,100.00	10,055.50	37.1%
Non-Local Travel	-	542.00	2,500.00	1,958.00	78.3%
Local Travel, Meetings and Related Expenses	411.82	9,243.60	14,400.00	5,156.40	35.8%

NORTHERN VIRGINIA TRANSPORTATION COMMISSION
G&A BUDGET VARIANCE REPORT
May 2022

	<u>Current</u> <u>Month</u>	<u>Year</u> <u>To Date</u>	<u>Annual</u> <u>Budget</u>	<u>Balance</u> <u>Available</u>	<u>Balance</u> <u>%</u>
<i>Communication:</i>	1,524.82	13,865.57	16,000.00	2,134.43	13.3%
Postage	26.60	987.04	1,400.00	412.96	29.5%
Telephone and Data	1,498.22	12,878.53	14,600.00	1,721.47	11.8%
<i>Publications & Supplies</i>	1,082.12	20,450.35	28,900.00	8,449.65	29.2%
Office Supplies	310.35	2,068.75	3,000.00	931.25	31.0%
Duplication and Paper	639.77	7,171.62	10,900.00	3,728.38	34.2%
Public Engagement	132.00	11,209.98	15,000.00	3,790.02	25.3%
<i>Operations:</i>	1,286.62	23,921.93	37,700.00	13,778.07	36.5%
Furniture and Equipment (Capital)	-	9,222.98	13,000.00	3,777.02	29.1%
Repairs and Maintenance	246.50	785.00	1,000.00	215.00	21.5%
Computer Operations	1,040.12	13,913.95	23,700.00	9,786.05	41.3%
<i>Other General and Administrative:</i>	701.61	9,420.55	10,000.00	579.45	5.8%
Memberships	80.75	1,399.97	1,600.00	200.03	12.5%
Fees and Miscellaneous	620.86	7,592.58	6,900.00	(692.58)	-10.0%
Advertising (Personnel/Procurement)	-	428.00	1,500.00	1,072.00	71.5%
Total Administrative Costs	<u>43,529.89</u>	<u>467,685.50</u>	<u>566,700.00</u>	<u>99,014.50</u>	<u>17.5%</u>
<u>Contracting Services</u>					
Auditing	-	17,050.00	25,100.00	8,050.00	32.1%
Contract Services and Support - Commuter Choice	23,506.89	100,423.95	463,600.00	363,176.05	78.3%
Contract Services and Support - Other	2,274.41	70,109.55	120,000.00	49,890.45	41.6%
Legal	2,916.67	32,083.37	35,000.00	2,916.63	8.3%
Total Contract Services	<u>28,697.97</u>	<u>219,666.87</u>	<u>643,700.00</u>	<u>424,033.13</u>	<u>65.9%</u>
 Total Gross G&A Expenses	 <u>\$ 254,559.57</u>	 <u>\$ 2,771,799.67</u>	 <u>\$ 3,833,500.00</u>	 <u>\$ 1,061,700.33</u>	 <u>27.7%</u>

NVTC
RECEIPTS and DISBURSEMENTS
May 2022

May 2022			Virginia LGIP				
Date	Payer / Payee	Purpose	Wells Fargo Checking	Wells Fargo Savings	NVTC G&A / Project	Commuter Choice	Trusts
RECEIPTS							
4	DMV	Motor Vehicle Fuels Sales tax					\$ 1,498,205.35
4	DMV	CROC			1,250,000.00		
4	DRPT	Capital grant receipt - VRE			688,879.00		
4	DRPT	Capital grant receipts - Arlington					204,785.00
6	DRPT	Capital grant receipt - VRE			205,399.00		
9	VRE	Reimbursement for staff support		7,223.30			
11	DRPT	I-395/95 concessionaire receipt				15,759,375.00	
12	AIG	Premium refund		129.61			
16	DRPT	Operating assistance - City of Fairfax					748,436.00
16	DRPT	Operating assistance - Alexandria					1,201,183.00
16	DRPT	Capital and operating assistance - WMATA					22,091,411.00
16	DRPT	Operating assistance - Arlington					2,721,949.00
16	DRPT	Operating assistance - Fairfax					4,111,175.00
16	DRPT	Operating assistance - VRE			11,188,100.00		
23	DRPT	Capital grant receipt - Falls Church			89,688.00		
31	Banks	Investment earnings		7.84	105.03	31,782.84	201,692.90
			-	7,360.75	13,422,171.03	15,791,157.84	32,778,837.25
DISBURSEMENTS							
1-31	Various	G&A expenses	(232,265.79)				
4	VRE	CROC			(1,250,000.00)		
4	VRE	Grant revenue			(688,879.00)		
5	Kimley-Horn	Consulting - Commuter Choice program	(22,309.43)				
6	VRE	Grant revenue			(205,399.00)		
10	Loudoun County	Commuter Choice - I-66 project reimbursement				(36,551.00)	
10	PRTC	Commuter Choice - I-66 project reimbursement				(201,718.00)	
10	Arlington County	Commuter Choice - I-66 project reimbursement				(74,173.00)	
10	Alexandria	Commuter Choice - I-395/95 project reimbursement				(2,273,027.00)	
10	PRTC	Commuter Choice - I-395/95 project reimbursement				(265,576.00)	
16	VRE	Grant revenue			(11,188,100.00)		
17	Kimley-Horn	Consulting - Fare collection project	(3,875.56)				
24	Audacy Operations	Regional transit marketing campaign	(69,260.00)				
24	Kittelson	Consulting - Route 7 project	(14,487.79)				
25	Falls Church	Costs incurred			(89,688.00)		
31	Banks	Service charges	(63.71)	(56.36)			
			(342,262.28)	(56.36)	(13,422,066.00)	(2,851,045.00)	-
TRANSFERS							
18	Transfer	From LGIP to checking	150,000.00		(150,000.00)		
18	Transfer	From LGIP to LGIP (G&A contribution)			359,253.00		(359,253.00)
25	Transfer	From LGIP to checking	150,000.00		(150,000.00)		
			300,000.00	-	59,253.00	-	(359,253.00)
NET INCREASE (DECREASE) FOR MONTH			\$ (42,262.28)	\$ 7,304.39	\$ 59,358.03	\$ 12,940,112.84	\$ 32,419,584.25

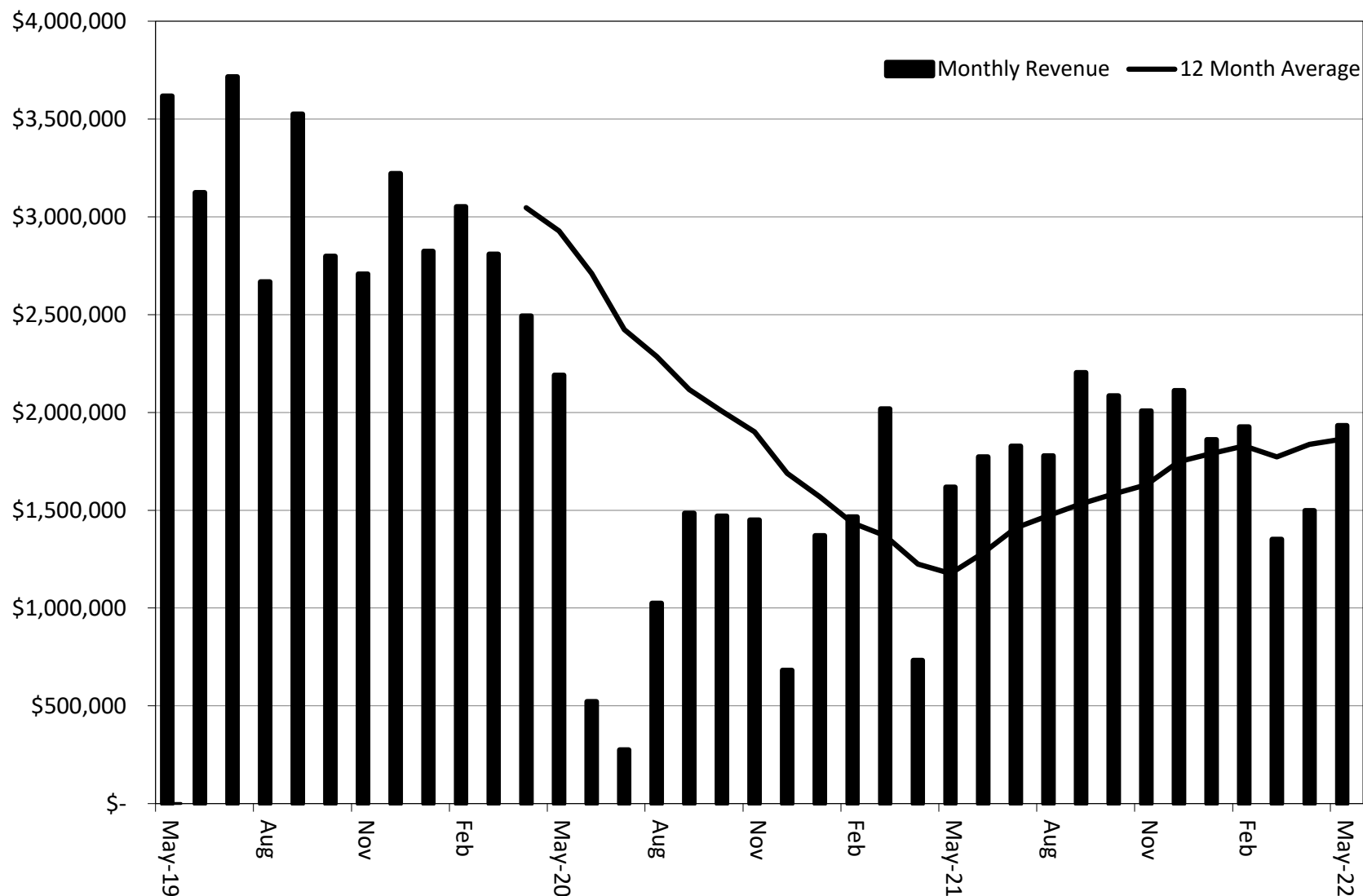
**NVTC
INVESTMENT REPORT
May 2022**

Type	Rate	Balance 4/30/2022	Increase (Decrease)	Balance 5/31/2022	Balance				
					NVTC G&A/Project	Commuter Choice	Jurisdictions Trust Fund	Loudoun Trust Fund	
Cash Deposits									
Wells Fargo: NVTC Checking	N/A	\$ 156,180.23	\$ (42,262.28)	\$ 113,917.95	\$ 113,917.95	\$ -	\$ -	\$ -	
Wells Fargo: NVTC Savings	0.160%	52,265.17	7,304.39	59,569.56	59,569.56	-	-	-	
Investments									
Bank of America: Virginia Local Government Investment Pool	0.718%	355,639,627.33	45,419,055.12	401,058,682.45	152,739.38	55,718,399.04	295,426,705.24	49,760,838.79	
		<u>\$ 355,848,072.73</u>	<u>\$ 45,384,097.23</u>	<u>\$ 401,232,169.96</u>	<u>\$ 326,226.89</u>	<u>\$ 55,718,399.04</u>	<u>\$ 295,426,705.24</u>	<u>\$ 49,760,838.79</u>	

NVTC MONTHLY GAS TAX REVENUE

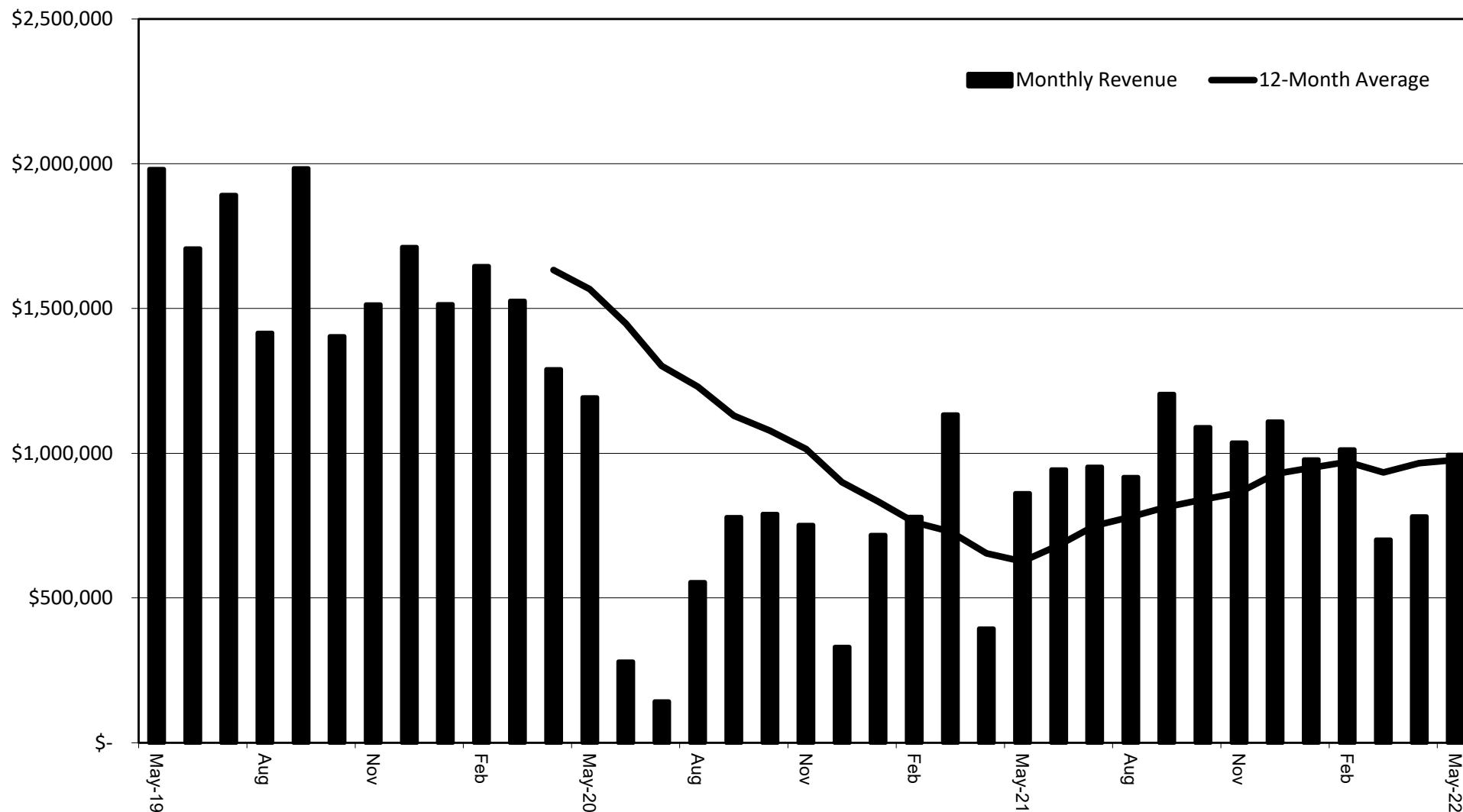
ALL JURISDICTIONS

FISCAL YEARS 2019-2022



Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.

NVTC MONTHLY GAS TAX REVENUE FAIRFAX COUNTY FISCAL YEARS 2019-2022

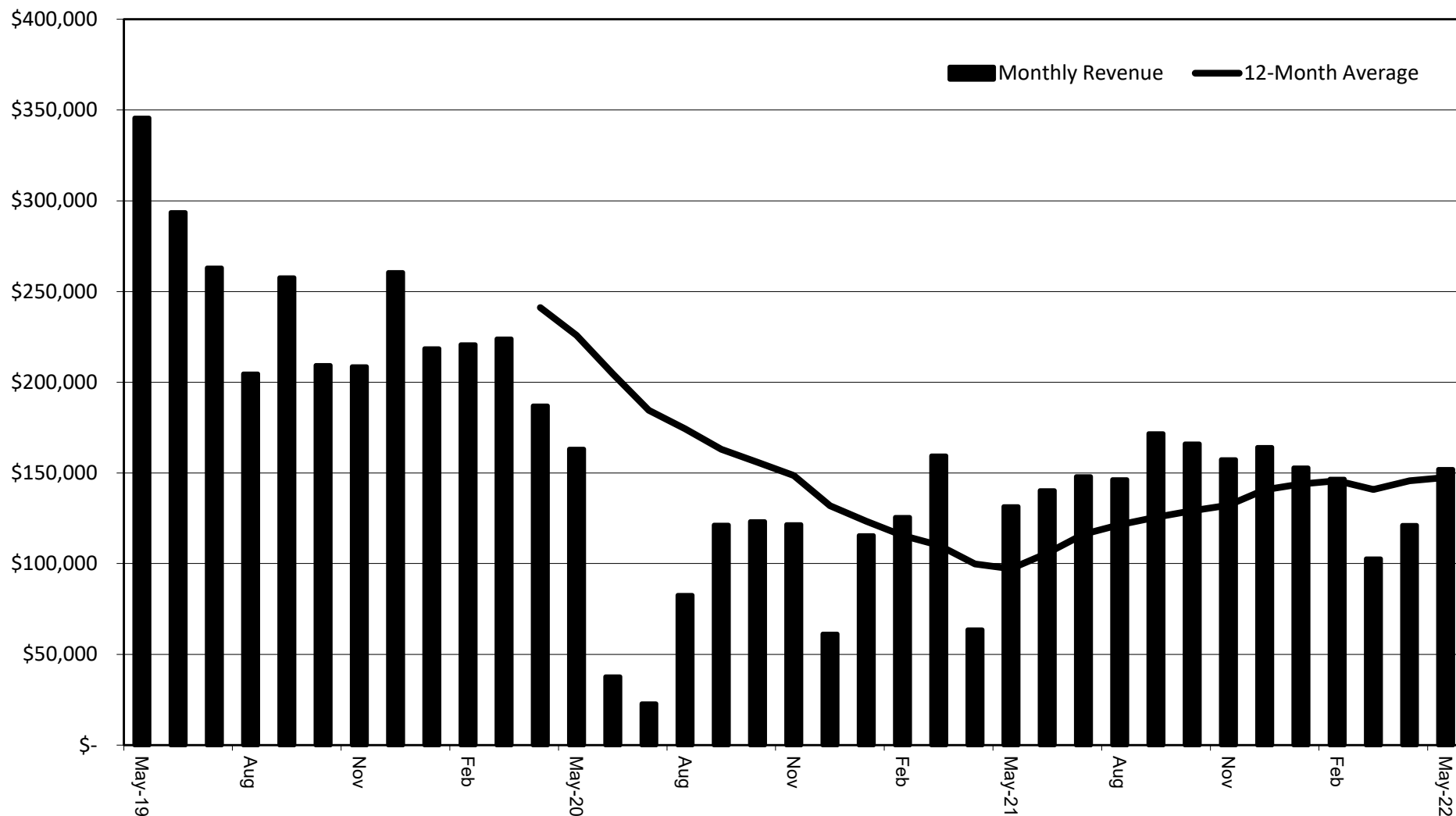


Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.

NVTC MONTHLY GAS TAX REVENUE

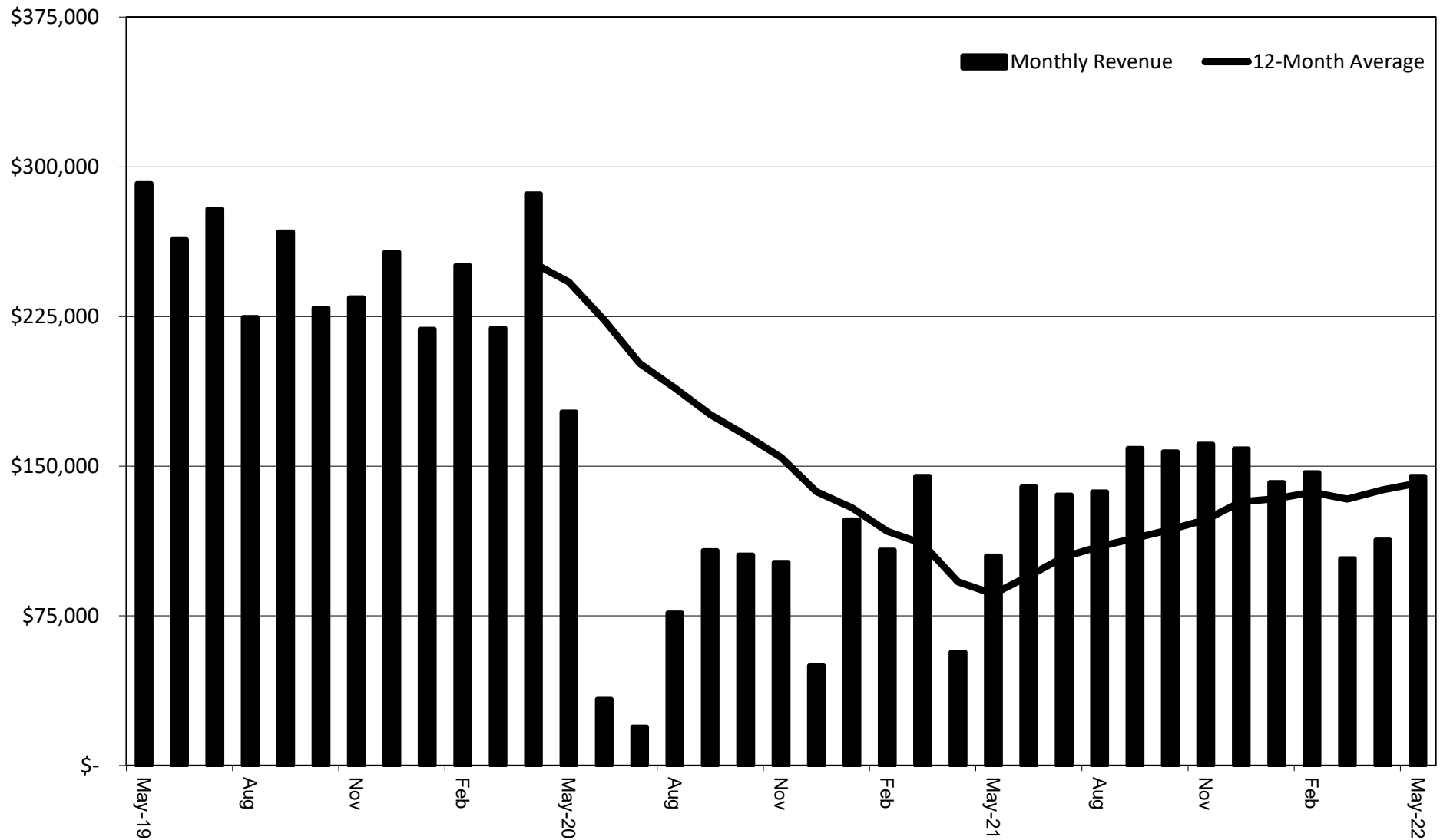
CITY OF ALEXANDRIA

FISCAL YEARS 2019-2022



Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.

NVTC MONTHLY GAS TAX REVENUE ARLINGTON COUNTY FISCAL YEARS 2019-2022

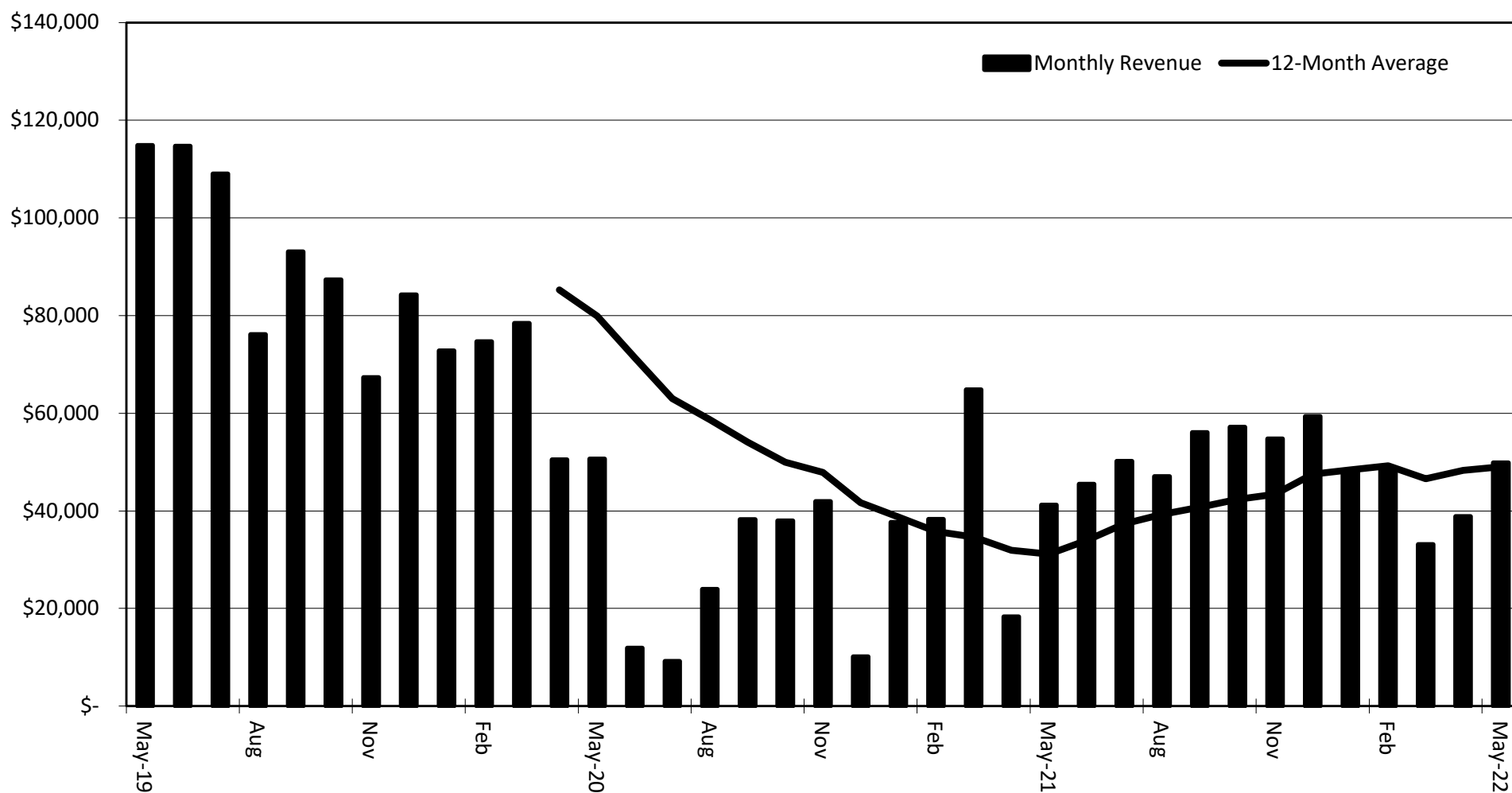


Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.

NVTC MONTHLY GAS TAX REVENUE

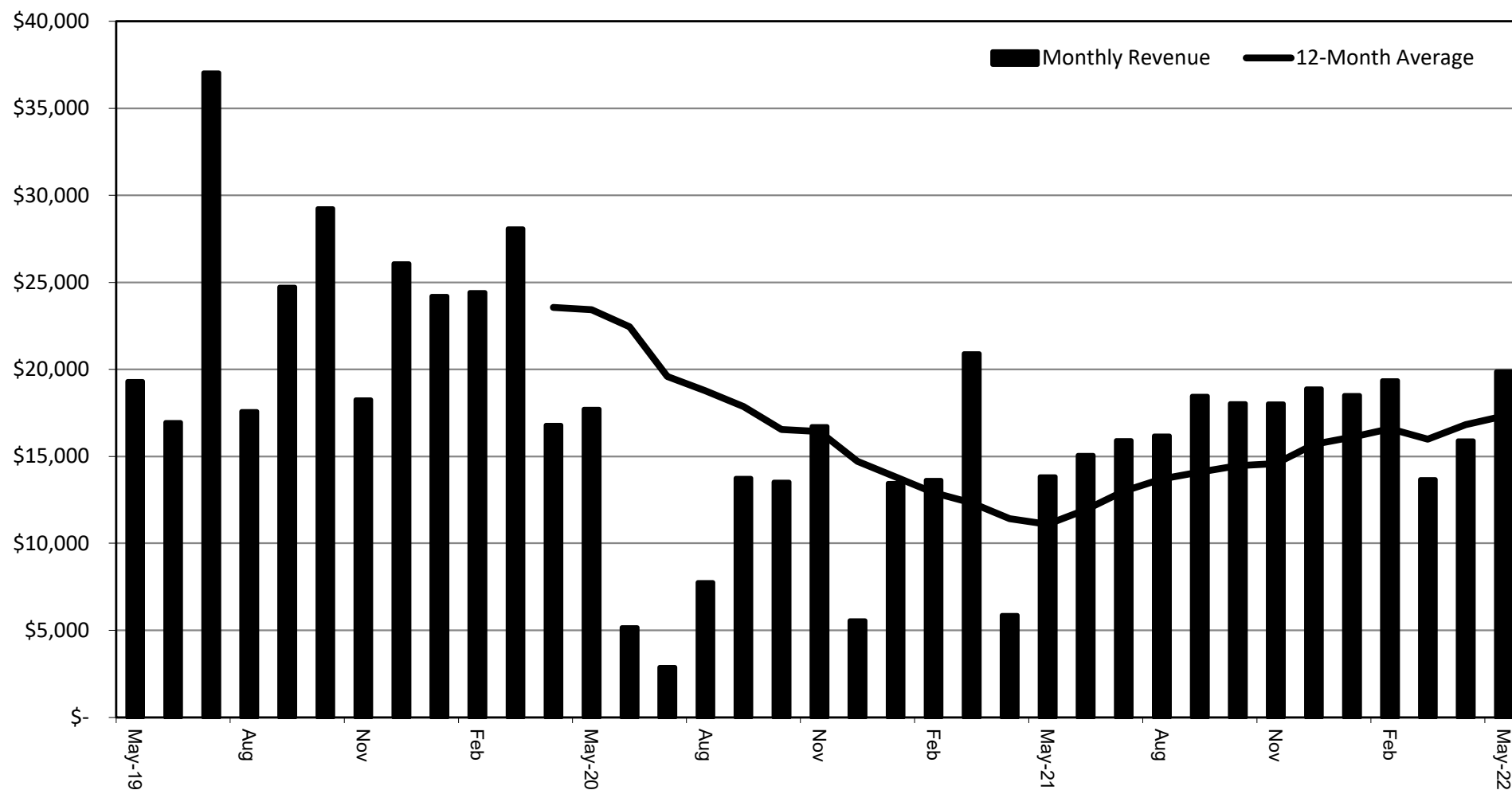
CITY OF FAIRFAX

FISCAL YEARS 2019-2022



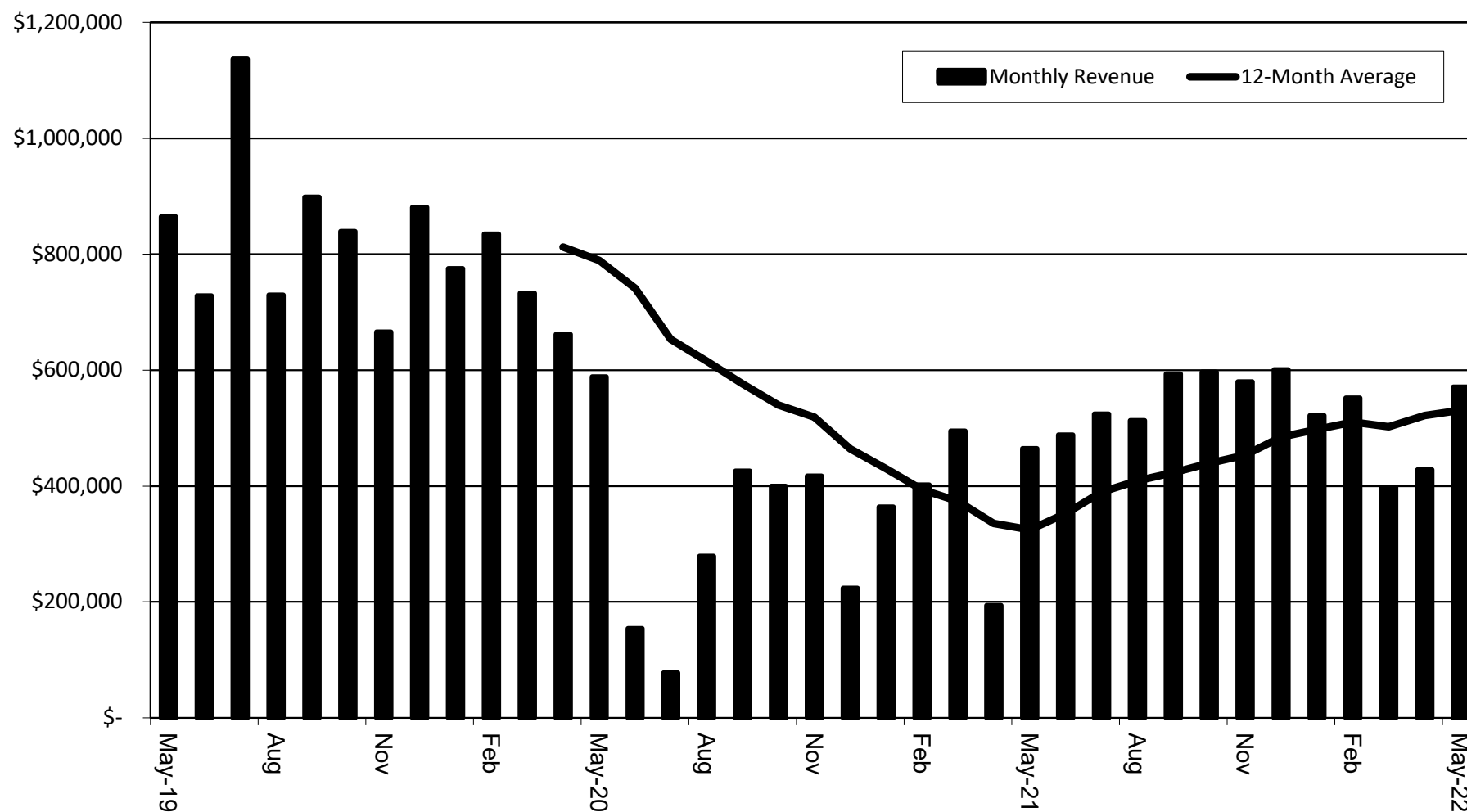
Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.

NVTC MONTHLY GAS TAX REVENUE CITY OF FALLS CHURCH FISCAL YEARS 2019-2022



Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier .

NVTC MONTHLY GAS TAX REVENUE LOUDOUN COUNTY FISCAL YEARS 2019-2022



Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.

TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice
DATE: June 30, 2022
SUBJECT: Closed Session

At the July meeting, the Commission will convene a Closed Session to discuss a VRE matter.

Motion to Enter into Closed Session:

Pursuant to the Virginia Freedom of Information Act, Section 2.2-3711.A.3 of the Code of Virginia, I move that the Northern Virginia Transportation Commission convene a closed meeting for discussion of one matter concerning the acquisition of real property for public purposes, including rail operations, rail equipment storage, and commuter parking, where discussion in an open meeting would adversely affect the bargaining position and negotiating strategy of the Commission.

Motion for Certification Coming out of Closed Session:

The Northern Virginia Transportation Commission certifies that, to the best of each member's knowledge and with no individual member dissenting, at the just concluded Closed Session:

1. Only public business matters lawfully exempted from open meeting requirements under the Freedom of Information Act were discussed; and,
2. Only such public business matters as were identified in the motion by which the Closed Session was convened were heard, discussed or considered.