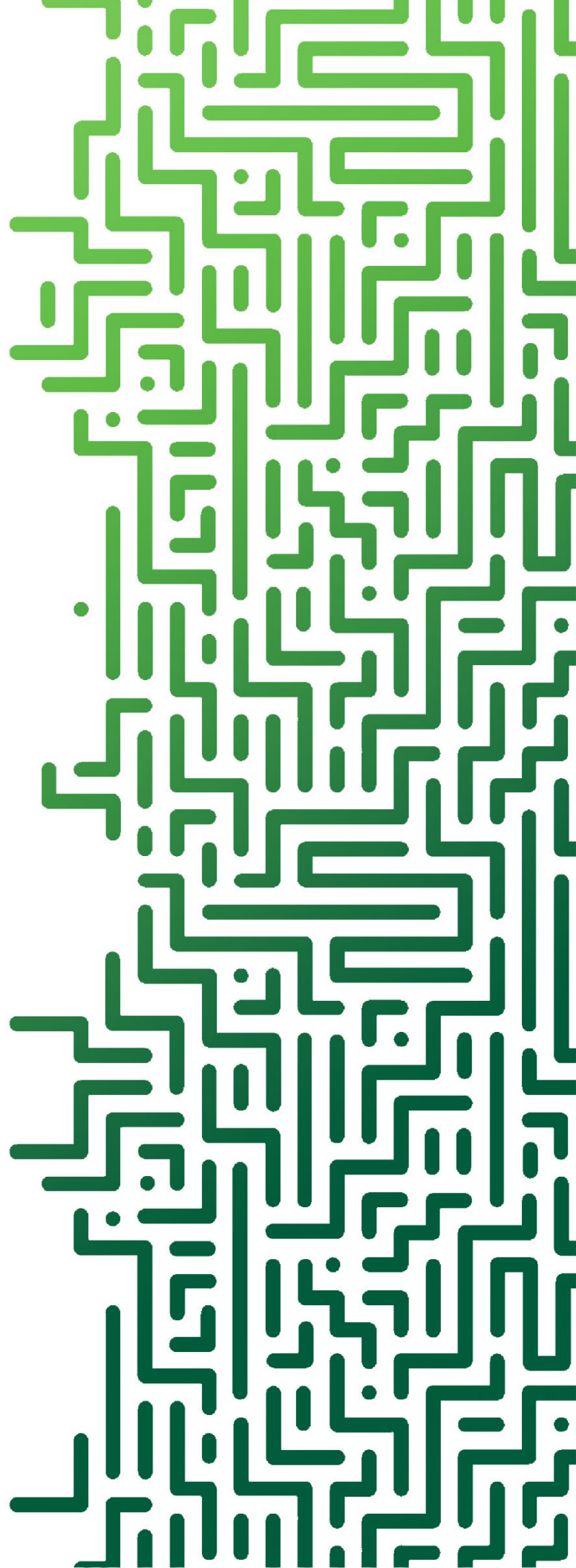




Commission Meeting Materials

June 4, 2026

NoVaTransit.org | @NoVaTransit
2300 Wilson Boulevard, Suite 230
Arlington, VA 22201
(703) 524-3322



Meeting Overview

NVTC’s June 4, 2026 meeting is an in-person meeting. It can also be viewed via the [NVTC YouTube Link](#).

Action Items

- Resolution of Commendation for a Departing Commissioner
- Certification Letter for Required WMATA Documents
- Contract Award for the 2026 Blue and Yellow Lines Construction Marketing Grant
- NVTC Electronic Participation Policy
- VRE Operations and Access Agreement with the Virginia Passenger Rail Authority (VPRA)
- VRE Amendment to the Purchase Deposit Agreement of the Amended Manassas Line Funding Agreement with VPRA

Other Meeting Highlights

- Presentation by WMATA General Manager/CEO Randy Clarke
- Reports from NVTC Committee Chairs
- Reports from the Virginia WMATA Board Members, VRE CEO and DRPT Director

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NVTC COMMISSION MEETING
THURSDAY, JUNE 4, 2026
FIRST FLOOR CONFERENCE ROOM
2300 Wilson Blvd., Arlington, VA 22201
[Public Streaming Via YouTube](#)
7:00 p.m.

AGENDA

5:45 p.m. Boxed Dinners Available for Commissioners
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 receiving general public comment. The deadline for written general public comments is 3:00 p.m., Thursday, June 4, 2026 via [NVTC's website](#). Comments will be provided to Commissioners prior to the May 7 meeting.

1. Opening Remarks
 - **ACTION: Approve Commissioners Participating Electronically (if needed)**
 - General Public Comments Received
2. **ACTION: Approve the Minutes of the May 7, 2026 NVTC Meeting**
3. Recognition of a Departing Commissioner
 - **ACTION: Approve a Resolution of Commendation for Darien B. Flowers on His Departure from the Northern Virginia Transportation Commission**
4. **ACTION: Approve the Consent Agenda (subject to chair approval)**
 - A. **ACTION: Authorize the Executive Director to Send a Letter Certifying Receipt of Certain Documents from WMATA Required by State Code**
 - B. **ACTION: Authorize the Executive Director to Award a Marketing Contract for the 2026 Blue and Yellow Lines Construction**
 - C. **ACTION: Approve the NVTC Electronic Participation Policy**
5. Washington Metropolitan Area Transit Authority (WMATA)
 - A. Presentation by WMATA General Manager/CEO Randy Clarke
 - B. Report from the Virginia WMATA Board Members
 - C. Other WMATA News
 - D. Report from the Chair of the WMATA Committee

6. Report from the Chair of the Legislative and Policy Committee
 - A. Statewide General Assembly Mandated Studies
 - B. Transit Service Delivery Advisory Committee (TSDAC) Update
 - C. Federal Update
7. Report from the Chair of the Program Advisory Committee
 - A. Commuter Choice
 - B. Envision Route 7 Bus Rapid Transit (BRT)
8. **Virginia Railway Express (VRE)**
 - A. VRE CEO Report and Minutes
 - B. **ACTION: Approve Resolution #2610: Approve the Operations and Access Agreement with VPRA for Service Over the Manassas Line with VPRA and Authorize the VRE CEO to Execute the Agreement on Behalf of the Commissions**
 - C. **ACTION: Approve Resolution #2611: Approve an Amendment to Exhibit A: Purchase Deposit Agreement of the Amended Manassas Line Funding Agreement with VPRA and Authorize the VRE CEO to Execute the Amendment on Behalf of the Commissions**
 - D. Agreement with National Passenger Railroad Corporation (Amtrak) for the Washington Union Station Near Term Projects
9. Department of Rail and Public Transportation (DRPT)
10. Executive Director Report
 - A. Executive Director Newsletter
 - B. NVTC Financial Reports

MINUTES
NVTC COMMISSION MEETING – MAY 7, 2026
FIRST FLOOR LARGE CONFERENCE ROOM – 2300 WILSON BLVD.
ARLINGTON, VIRGINIA

The meeting of the Northern Virginia Transportation Commission was called to order by Chair Bagley at 7:03 p.m.

Members Present

Canek Aguirre
Walter Alcorn
Sarah Bagley
Kate Burns
Maureen Coffey
Paul Krizek
Matt Letourneau
Alfonso Lopez
R. Kirk McPike
Dalia Palchik
Catherine Read
David Reid
Saddam Azlan Salim
David Snyder (Alternate, City of Falls Church)
Kannan Srinivasan (*via electronic participation*)
Daniel Storck
Justine Underhill (*via electronic participation*)
Mariia Zimmerman (Alternate, Commonwealth of Virginia)

Members Absent

James Bierman, Jr.
Juli Briskman
Matt de Ferranti
Takis Karantonis
Rachna Sizemore Heizer

Staff and Others Present

Ann McGrane, Director of Programs and Policy
Jason Adle
Shannon Bacon
Genoveva Cutrell
Matt Friedman
Rhonda Gilchrest
Sarah Godfrey
Adam Hager
Meg Johnson
Scott Kalkwarf
Hwajung Kim
Daniel Knickelbein
Tenley O'Hara
Amanda Sink
Sophie Spiliotopoulos
Colie Touzel
Melissa Walker
Owen Williams
Aimee Perron Seibert (*via electronic participation*)
Henry Watkins (*via electronic participation*)
MinhChau Corr (NVTC/VRE)
Dallas Richards (VRE)
Amy Garbarini (DRPT)

Opening Remarks

Chair Bagley welcomed everyone to the May 7, 2026 NVTC meeting and noted that the meeting is also being livestreamed on YouTube for the public. Board Administrator Rhonda Gilchrest confirmed an in-person quorum.

Chair Bagley stated that Ms. Underhill requested electronic participation from Falls Church for a medical reason on the advice of her doctor; Senator Srinivasan requested electronic participation for a personal reason as he is attending a seminar in Philadelphia; and Mr. Karantonis requested electronic participation for a personal reason as he is out of the country.

Mr. Krizek moved, with a second by Mr. Reid, to approve these three Commissioners' electronic participation. The vote in favor was cast by Commissioners Aguirre, Alcorn, Bagley, Burns, Krizek, Letourneau, McPike, Palchik, Read, Reid and Storck. The motion passed. (Mr. Karantonis did not end up connecting and participating in the meeting.)

Chair Bagley announced that Executive Director Kate Mattice is not participating in this meeting as her son, Ben, is graduating from Temple University in Philadelphia. Director of Programs and Policy Ann McGrane is sitting in for her.

Chair Bagley welcomed four new Commissioners, including DRPT Director Mariia Zimmerman, Delegate Kirk McPike, Senator Kannan Srinivasan and new Commonwealth Appointee Kate Burns.

Ms. McGrane noted that one public comment was received after the deadline regarding support of full funding of the proposed F2X Express service as part of the Commuter Choice Programs of Projects. Since the comment was received too close to the meeting, staff will forward it to Commissioners after the meeting.

Recognition of New Commissioners

Oath of Office for New Commissioners. Chair Bagley formally welcomed Delegate R. Kirk McPike, who is filling the vacancy left when Delegate Sickles departed NVTC. She noted that Delegate McPike served as an NVTC alternate during his tenure on the Alexandria City Council. She also welcomed Senator Kannan Srinivasan, who was appointed to NVTC to fill the vacancy left when Senator Ebbin departed NVTC; DRPT Director Mariia Zimmerman, who is serving as an alternate on NVTC representing the Commonwealth; and Kate Garman Burns, who was appointed to NVTC last week to be Secretary of Transportation Nick Donohue's designee on NVTC and the WMATA Board, replacing Darien Flowers. Since Mr. Flowers had a scheduling conflict tonight, his service will be recognized at the June 4 meeting.

Chair Bagley then administered the ceremonial oath of office to new Commissioners Burns, McPike, Srinivasan and Zimmerman. (All were officially sworn in by the board administrator

prior to the meeting.) Chair Bagley stated that the next agenda item is more formal remarks by Director Zimmerman so she can introduce herself and share her priorities for DRPT. Before that, the chair gave the other new Commissioners an opportunity to introduce themselves.

Delegate McPike stated that it is nice to be back at NVTC, even though he didn't attend very often as he wasn't needed as an alternate. He looks forward to serving in his full role as a principal member on NVTC. He noted that the work that is done at NVTC on transit and transportation to make this region succeed economically and in other ways is so essential. Senator Srinivasan thanked the Commission and stated that he is excited to serve. He also serves on the House Transportation Committee. Ms. Burns stated that she is delighted to serve on NVTC and WMATA as she is a long-time transit user. She thanked Secretary Donohue and DRPT Director Zimmerman for the opportunity to serve in this capacity.

Appointment to the WMATA Board and NVTC Committees. Chair Bagley stated that Resolution #2609 appoints and confirms NVTC's appointments to the WMATA Board of Directors to reflect Kate Burns taking over the Commonwealth's principal director term which expires on January 1, 2030. NVTC's other appointments to the WMATA Board remain the same, with Walter Alcorn as a principal director and Canek Aguirre and Matt de Ferranti as alternate directors. The resolution also appoints Ms. Burns to serve on NVTC's Executive Committee and WMATA Committee.

Ms. Palchik moved, with a second by Mr. Krizek, to approve Resolution #2609 to appoint Kate Burns to the WMATA Board of Directors and to NVTC's WMATA Committee and Executive Committee. The vote in favor was cast by Commissioners Aguirre, Alcorn, Bagley, Burns, Krizek, Letourneau, McPike, Palchik, Read, Reid and Storck. A roll call vote was conducted for Commissioners participating electronically and Mr. Srinivasan and Ms. Underhill voted in the affirmative. The motion passed. (A copy of the resolution is attached.)

Remarks by Department of Rail and Public Transportation Director Mariia Zimmerman

Chair Bagley highlighted Director Zimmerman's varied expertise she brings to the table with her 30 years of transportation industry experience across the public, private and non-profit sectors. Director Zimmerman has held executive positions at USDOT, worked at the U.S. Department of Housing and Urban Development, advanced transit-oriented development in multiple roles, and co-founded the national non-profit, Transportation for America, among other things. Chair Bagley noted that the Commonwealth is lucky to have someone leading DRPT who has this depth of experience that she can leverage to support the Commonwealth's transit systems.

Director Zimmerman stated that she and her family lived in Arlington for 17 years before moving to Richmond in 2015. Living in Arlington provided her family a great deal of independence with accessible transit, bike paths and walkability. She is excited to be part of Governor Spanberger's administration and to work with Secretary Donohue.

Ms. Zimmerman gave an overview of some of the DRPT programs, including the Rail Industrial Access (RIA) program, promoting truck diversion by providing grant assistance up to \$750,000 to connect new or expanding businesses to the freight railroad network. She encouraged Commissioners to work with their business community to take advantage of this grant program.

Mr. Salim joined the meeting at 7:16 p.m.

Ms. Zimmerman gave an overview of DRPT and what it does, including grant programs, technical assistance and state rail planning. She encouraged Commissioners to attend the Six-Year Improvement Program (SYIP) district hearing on May 19 in Alexandria. She recognized the work of Jen Monaco and Amy Garbarini, who are staff from the Northern Virginia DRPT office.

Ms. Zimmerman reviewed the department's priorities for 2026:

- Support implementation of DMV Moves and other initiatives to improve transit access, safety, financial sustainability and regional connectivity in Northern Virginia;
- Revise state transit funding formulas to reward strong ridership performance, strengthen operating efficiencies, and create more predictability for transit agencies to program;
- Advance strategies to address growing transit capital and operating financial gaps, including to initiate a Statewide Transit Transformation Plan;
- Initiate Statewide Rail Plan and continue to advance on-time/on-budget Virginia Passenger Rail Authority state-supported rail investments including Long Bridge;
- Initiate Transit-Oriented Development technical assistance and data analysis to project potential to support new housing and development near existing and planned transit and rail stations;
- Increase technical assistance and peer learning to encourage greater innovation and strategic policy setting by DRPT and its stakeholders on issues such as rising transit operating and capital costs; micromobility; paratransit; transit innovation and security; and
- Accelerate DRPT's internal technology modernization to improve performance and project management processes.

Ms. Zimmerman stated that one of DRPT's goals is to move to a more transparent, reliable, stable way people can see the six-year projections of funding expected for the Trust Fund so transit agencies have a better sense of long-term funding availability. DRPT is planning to do a Statewide Transformation Plan, which will kick off later this year. DRPT is also updating the Statewide Rail Plan, with a public meeting on June 1 to share the 20-year horizon for freight and passenger rail for the Commonwealth.

Ms. Coffey arrived at 7:22 p.m.

Ms. Zimmerman provided some information about transit-oriented development (TOD) opportunities. The General Assembly directed DRPT to do a study, so they will conduct a statewide review to plan, promote and identify funding opportunities for TOD and will issue

a report by December 15. DRPT will be working with their partners, including NVTC, VRE, Virginia Transit Association (VTA), Virginia Passenger Rail Authority (VPRA) and others.

Ms. Zimmerman noted that going into the SYIP public hearing, revenues have been strong and there are significant carryovers from FY 2026, so FY 2027 funding is expected to be a little higher than last year, as well as probably higher than next year. She provided some context to the chart in her presentation slides.

Mr. Salim stepped out of the room at 7:28 p.m.

Ms. Zimmerman reported that the Transit Service Delivery Advisory Committee (TSDAC) is meeting every month and working through the issues. She provided dates of several upcoming meetings of interest. She noted that May is Bike to Work month and encouraged everyone to log in bike miles on the ConnectingVA app. There is a competition to see which jurisdiction has the most bike miles. Chair Bagley noted that May 15 is Bike to Work Day. It's her understanding that people can bring bikes on Metro Rail and VRE on any train or any time.

Chair Bagley expressed her excitement about the TOD work and how to link jurisdictions together through housing and transit. Mr. Krizek stated that he attended the Long Bridge public hearing and VPRA is doing a great job. He and Mr. Storck have been working to get \$10 million in the state budget for removal of the Huntington Metro Parking Deck, which should spur on some TOD development in that area. It will require a match. In response to a question from Mr. Alcorn, Ms. Zimmerman responded that DRPT is working closely with NVTC on the bus consolidation study. Mr. Alcorn noted that the conclusions of the study depend on the assumptions that are made, so it is important to discuss those assumptions. Mr. Snyder stated that he would like to meet with Director Zimmerman to discuss funding of the Envision Route 7 project.

Minutes of the March 5, 2026 NVTC Meeting

Mr. Krizek moved, with a second by Mr. Storck, to approve the Minutes of the March 5, 2026 Meeting. The vote in favor was cast by Commissioners Aguirre, Alcorn, Bagley, Burns, Krizek, Letourneau, McPike, Read and Storck. Ms. Palchik and Mr. Reid abstained. A roll call vote was conducted for Commissioners participating electronically and Mr. Srinivasan and Ms. Underhill voted in the affirmative. The motion passed.

Washington Metropolitan Area Transit Authority (WMATA)

Chair Bagley asked WMATA Board Principal Walter Alcorn to give the WMATA report, which will be followed by WMATA Committee Vice-Chair Matt Letourneau giving the committee report.

Report from the WMATA Board Members. Mr. Alcorn reported that on April 23 the WMATA Board adopted the WMATA FY 2027 operating budget and Capital Improvement Program. This budget continues to focus on reinvesting in more frequent service,

maintaining fares at current levels and limiting jurisdictional subsidy growth. Management developed a recommended budget that balances regional economic considerations with the need to improve service and maintain the Metro system in a state of good repair.

Mr. Alcorn explained that relative to the original budget proposal in December, the WMATA Board considered a revised proposal that featured more bus service in DC while deferring bus service enhancements in Maryland. Ultimately, DC colleagues were not ready to support some of the additional service in the revised proposal. WMATA's budget resolution reflects this change and the Board asked staff to conduct a revised Title VI analysis prior to the start of the fiscal year.

Mr. Alcorn reported that the WMATA Board also endorsed the Rail Modernization Program Vision and Red Line Modernization Project. The systemwide vision is to replace the outdated signaling system with modern technology, invest in platform screen doors and enable a more efficient, safer way of operating the rail system. Also, with the budget now adopted, key topics that will be coming to the Board over the next several months include updates on important capital investments, fare policy and compliance, workforce planning and overtime management and progress on DMVMoves. Mr. Alcorn stated that he and Ms. Burns will keep the Commission informed as they receive briefings on these topics and others over the summer and into the fall. He encouraged Commissioners to read the written materials if they haven't already done so.

Mr. Alcorn also recognized former Commissioner Katie Cristol in the audience, who is WMATA's new senior vice president of Government Relations. He also announced that WMATA General Manager/CEO Randy Clarke and WMATA Board Chair Valerie Santos will be joining NVTC at the June 4 meeting.

Mr. Hager gave a more detailed presentation on the budget, which includes \$2.7 billion operating budget and a \$2.1 billion capital budget. He provided an overview of the service enhancements, fares and projects included in the capital budget. Regarding the Red Line Modernization, WMATA projects that it can be delivered incrementally by a hybrid investment approach. He referenced the subsidy allocation table showing Virginia's year-over-year subsidy growth is 1.6%. Mr. Alcorn explained that after applying the subsidy allocation, Maryland's subsidy was over 3% and they requested it be lowered, so by reducing Maryland's subsidy, it reduced Virginia's subsidy. He cautioned that if the operating subsidy stays below 3% Metro-wide, it will be digging a hole and WMATA will be looking at another financial crisis in 5-10 years. As a Board, they are talking about this issue.

Mr. Salim returned at 7:46 p.m. and rejoined the discussion.

In response to a question from Mr. Reid, Mr. Alcorn stated that the capital fiscal cliff is expected to occur in FY 2029 unless something is done. Mr. Reid asked when the next DMVMoves meeting is going to be. Mr. Alcorn stated that the DMVMoves funding recommendations are done, although there is some staff-level work continuing on ways to better coordinate transit in the region. Mr. Reid also asked about access for senior SmarTrip cards where elderly constituents can have reoccurring locations where they can sign up, like at a library. Mr. Letourneau stated that materials are coming out on how to obtain these

passes. Mr. Reid also asked if there is a way for WMATA to be proactive in alerting elected officials of outages so they in turn can alert their constituents through their channels of communication. WMATA Virginia Government Relations Officer Greg Potts stated that there is a way for customers to sign up for alerts. For planned outages, WMATA staff can work with elected officials' offices to give advanced notice. Ms. Cristol stated that WMATA staff will follow up with Mr. Reid about these issues. Ms. Palchik asked about the Abilities Ride program. Mr. Alcorn provided some fare/cost information and staff will follow up with more information.

Report from the Chair of the WMATA Committee. WMATA Committee Vice-Chair Matt Letourneau reported that the WMATA Committee held a joint meeting with the Legislative and Policy Committee on April 16 where WMATA Inspector General Michelle Zamarin briefed members on her office's recent work and upcoming FY 2027 audit plan. She highlighted several recent audit reports and how her team is working to continue building trust and working collaboratively with WMATA management. There was a good discussion with her to better understand the importance of the critical work her team carries out each day.

Mr. Letourneau also noted that the WMATA Committee reviewed the requirements, topics and timelines for this year's upcoming Annual Report on the Performance and Condition of WMATA. The report not only addresses requirements mandated in state code; it also provides an opportunity for the Commission to document positions on items of importance related to WMATA. The committee discussed several topics from last year's report including managing WMATA's labor and overtime costs, reporting requirements and the need to establish a coordinated jurisdictional subsidy audit. Staff will continue to brief the committee and seek feedback over the next several months before anticipated Commission adoption and submission of the report to the governor and General Assembly in December. Mr. Letourneau emphasized the importance of creating a WMATA operating reserve fund, which led to a short discussion on funding issues and DMVMoves recommendations.

Mr. Krizek stepped out of the room at 8:04 p.m.

Report from the Chair of the Legislative and Policy Committee

2026 General Assembly Legislative Session Recap. Legislative and Policy Committee Chair Canek Aguirre stated that the meeting materials include a high-level overview of the transit-related bills that were passed by the General Assembly and signed into law by the governor. The General Assembly has not yet adopted a biennial budget, so there is still uncertainty about how much or if funding for transit is included in that budget. He noted that Legislative Liaison Aimee Perron Seibert and her team continue to engage with Senate Finance and Appropriations, House Appropriations and Governor Spanberger's policy staff as well as Secretary of Transportation Donohue's office to emphasize Northern Virginia's transit needs.

Ms. Perron Seibert reported that nothing has happened on the budget as they wait for revenue projections to be released. She and her team, as well as NVTC staff, are available to answer any questions when they arise. The budget deadline is June 30.

NVTC Value of Transit Campaign. Director of Strategic Communications Sarah Godfrey reported that earlier this year staff launched an eight-week small, targeted ad campaign on the value of transit in Virginia to support the state transit funding ask. During the General Assembly Session, NVTC spent \$5,000 on print, web, social and podcast ads, as well as printed materials distributed directly to legislators. Ms. Godfrey provided some statistics on the success of the campaign. Numbers are right on target for what was expected given the size of the investment. Looking ahead, staff are already thinking through a future communications campaign. Depending on the outcome of budget negotiations, sometime in the next few months more details will be shared for using communications to build support for sustainable transit funding across the state.

Transit Service Delivery Advisory Committee (TSDAC). Ms. McGrane reported that the Transit Service Delivery Advisory Committee (TSDAC) continues to meet on a monthly basis to discuss proposed changes to how DRPT allocates operating funding across the transit agencies in Virginia (excluding VRE and WMATA), as well as to consider changes to the Transit Ridership Incentive Program (TRIP). NVTC holds coordination meetings with jurisdictional staff after each TSDAC meeting to ensure that their feedback is relayed back to DRPT. This effort is happening on a tight timeline with a goal of providing a formal recommendation to the CTB in September to allow for implementation aligned with the FY 2028 SYIP. Ms. McGrane announced that the next TSDAC meeting is scheduled for May 12 in Richmond.

Federal Update. Ms. McGrane stated that staff continue to track progress on reauthorizations or extensions, as the Infrastructure Investment and Jobs Act (IIJA) is set to expire on September 30, 2026. Current thinking is that markup might happen sometime this month, but nothing is scheduled as of yet.

Report from the Chair of the Program Advisory Committee

Chair Bagley asked Program Advisory Committee Chair Dalia Palchik to give her report. Ms. Palchik reported that on April 16 the Program Advisory Committee (PAC) met and endorsed a FY 2027-2028 I-66 Commuter Choice Program of Projects, which is being presented to the Commission in Resolution #2607, which will approve the I-66 Commuter Choice Program of Projects (FY 2027-2028) for submission to the Commonwealth Transportation Board (CTB) and authorize the executive director to execute the Standard Project Agreements.

I-66 Commuter Choice Program of Projects (FY 2027-2028). Commuter Choice Program Manager Daniel Knickelbein reported that the I-66 Commuter Choice program funds projects in the I-66 corridor that move more people, provide new and diverse travel options, improve mobility and enhance safety and reliability. Projects must benefit I-66 Inside the Beltway toll payers, though they can be located Outside the Beltway. This is the seventh I-66 funding cycle since the program began in 2016. Since 2016, Commuter Choice has funded 45 unique projects on the I-66 corridor that we estimate have saved commuters over one million hours of travel time, nearly \$13 million in fuel expenditure savings, and reduced over 27,000 metric tons of greenhouse gas emissions.

Mr. Knickelbein stated that for this round, the Call for Projects closed in December with 16 applications submitted. In January, staff conducted an eligibility review with DRPT, resulting of one application deemed ineligible and one application from VRE referred to DRPT's Outside the Beltway program for funding consideration. Scores were finalized in February and a month-long public comment period was held from March 4 to April 3. NVTC received nearly 500 submissions via an online survey, email and comments made at the public hearing, which has been the highest level of public engagement for any I-66 Commuter Choice public comment period. All public comment materials were made available in both English and Spanish. All comments were provided to the PAC and the full Commission. In April, the PAC reviewed and endorsed the recommended Program of Projects. After Commission approval, Executive Director Kate Mattice will brief the CTB on the Commuter Choice program and this cycle's Program of Projects at the May CTB meeting, and the Six-Year Improvement Program is expected to be approved by the CTB in June, with funding for new Commuter Choice projects effective July 1.

Mr. Knickelbein reviewed the Program of Projects, which includes all 14 eligible applications. Award amounts range from \$270,000 to \$20 million for one rail station improvement project and 13 projects implementing new or improved bus service, supporting the construction of a new entrance at the Ballston Metrorail Station. This Program of Projects includes two awards to Arlington County, four awards to Fairfax County, three awards to Loudoun County, three awards to OmniRide, and two awards to WMATA. The total proposed funding is just under \$60.5 million, which would be the largest total funding awarded in one cycle in Commuter Choice's 10-year history. Of note among these projects is an \$11.2 million award to WMATA to create a new peak-period limited-stop service connecting the Spring Hill Metro Station in Tysons with the Mark Center and West Alexandria Transit Center in Alexandria primarily via Route 7. This new limited-stop route will complement existing Metrobus F20 service, providing travelers in the corridor with another fast and frequent transit option. This service helps lay the groundwork for future Bus Rapid Transit (BRT) service along the Route 7 corridor, of which NVTC is leading the planning through the Envision Route 7 project.

Mr. Krizek returned to the discussion at 8:14 p.m. followed by Mr. Lopez arriving at 8:16 p.m.

Mr. Knickelbein stated that staff estimate that upon full implementation, this year's I-66 projects will result in nearly 6,500 weekday project trips, saving Northern Virginia commuters nearly \$3 million in fuel expenditures and 128,000 hours of travel time annually. These projects will help meet regional climate goals, will save commuters time and money, and will provide new transportation options, all while helping to reduce congestion during peak-periods on I-66 and benefit toll payers.

Mr. Knickelbein introduced a new tool that will roll out in conjunction with Commuter Choice's 10-year anniversary, the Commuter Choice Project Explorer. This interactive map highlights past and current Commuter Choice funded projects. More promotional materials about the Project Explorer will be coming in the coming days. He thanked NVTC Data and Visualization Program Manager Sophie Spiliotopoulous and Program Analyst Jason Adle for their work in creating the Project Explorer.

Chair Bagley noted that this is the largest funding amount to date and it is impressive how quickly the projects get funded and implemented. Funding for these 14 projects will begin on July 1, 2026.

Ms. Palchik moved, with a second by Mr. McPike, to approve Resolution #2607 to approve the I-66 Commuter Choice Program of Projects (FY 2027-2028) for submission to the Commonwealth Transportation Board and authorize the executive director to execute the Standard Project Agreements. The vote in favor was cast by Commissioners Aguirre, Alcorn, Bagley, Burns, Coffey, Krizek, Letourneau, Lopez, McPike, Palchik, Read, Reid, Salim and Storck. A roll call vote was conducted for Commissioners participating electronically and Mr. Srinivasan and Ms. Underhill voted in the affirmative. The motion passed.

In response to a question from Ms. Palchik, Mr. Knickelbein confirmed that any remaining funds will be carried over to the next cycle of funding (FY 2029-2030).

I-66 Needs Assessment. Ms. Palchik asked staff to give their presentation on the I-66 Needs Assessment, a joint study between NVTC and DRPT. Joining Mr. Knickelbein is DRPT Northern Virginia Transit Planning Manager Amy Garbarini.

Mr. Knickelbein explained that the I-66 Needs Assessment is a joint NVTC-DRPT study to examine current and future travel on the I-66 corridor and how NVTC's I-66 Commuter Choice and DRPT's I-66 Outside the Beltway funding programs can support projects in the corridor. He and Ms. Garbarini provided a brief history on the Commuter Choice and DRPT OTB programs. Both programs invest toll revenues from I-66 Inside (ITB) and Outside the Beltway (OTB) into public transit projects that move more people.

Mr. Knickelbein explained that the Commuter Choice program started 10 years ago and the I-66 corridor was last studied in 2016 (ITB) and 2020 (OTB). Travel patterns along the corridor changed significantly during the pandemic. The pandemic also resulted in several funding cycles with less demand than funding available due to the uncertainty of commuting patterns. This resulted in both programs accumulating a balance of funding, and this Needs Assessment allows NVTC and DRPT to work with the jurisdictions to ensure there is robust demand for funding now and in the future. Staff are seeing demand for funding starting to come back and want to use the Needs Assessment to continue building on that momentum.

Mr. Knickelbein stated that the I-66 Needs Assessment encompasses several key components, including an analysis of existing and future travel patterns; a review of existing plans and studies to identify planned projects; the development of financial scenarios to look at different ways funding from both programs can be utilized to most effectively meet the mix of projects; and the creation of a list of projects that could be funded through either program in the short or long term. However, he noted a few things, including:

- The study is not looking to prescribe detail routing of new or modified transit service – as part of the existing and future conditions analysis staff looked at promising origins and destinations that could be served by either new or enhanced transit

service, but will leave this to our transit operators to identify how to best meet that demand;

- The study is not looking to make an eligibility determination, so inclusion in the project list does not mean a project has been deemed eligible for funding from either program; and
- The study is not constraining future applications to projects identified as part of this study – it is understood that applicants will have other projects come up in the future that weren't included in this study's project list.

Ms. Garbarini explained that the project team reviewed existing plans and studies and met with jurisdictions to develop a pipeline of projects that could be funded through either program. That review included looking through Transit Strategic Plans, Capital Improvement Plans, regional studies, etc. to identify projects that could be a good fit for one or both funding programs. The project team also analyzed traffic and transit data for the I-66 corridor to identify areas with current and anticipated future travel demand and developed a handful of transit projects for areas that identified a significant travel demand that didn't have existing projects to meet that demand. This resulted in a list of 89 projects totaling \$16.8 billion in costs, inclusive of both capital and operating projects.

Ms. Garbarini reviewed a graph showing funding demand from the project list as compared with the average amount of funding available for both capital and operating projects for both the Commuter Choice and I-66 OTB programs. Over the life of the MOAs through 2057, there is approximately \$1 billion available for project funding. Costs of projects identified in the project list and the calculation of available funding were both indexed to 2026 dollars to account for the value of money decreasing over time. As seen in the graph, there is significantly higher demand for future funding than combined funding available for both programs.

Ms. Garbarini stated that the big picture goal of this analysis is to help to show how these programs could look in the future and what types of projects could be funded. The assessment explored how different funding scenarios interact with the mix of projects identified in the project list and which scenarios enable us to support projects that best meet program goals. The different scenarios examined in the analysis include:

- Scenario 1: What happens if we keep funding splits between capital and operating projects the same and don't employ any creative financing methods, such as debt?
- Scenario 2: What happens if we maximize the amount of funding available for transit operations projects up to the 50% cap (for Commuter Choice) on transit operating funding as outlined in the MOA?
- Scenario 3: What happens if we look at issuing debt to help finance one or more major capital projects?
- Scenario 3a: What happens if we look at issuing debt within the next few years to help finance one or more major capital projects?
- Scenario 4: What happens if we create a reserve fund with funding set aside each cycle to pay for one or more large capital projects in the future?

Ms. Garbarini stated that a few takeaways from the financial analysis include:

- Demand for funding greatly exceeds funding available for both projects;
- Issuing debt would allow these programs to quickly fund one or more larger capital projects but results in less overall funding as the program needs to pay back debt costs; and
- Demand for transit operating funds remains strong for both programs, and providing significant funding for larger capital projects would greatly diminish the ability to fund transit operations.

Mr. Knickelbein stated that the final report will also examine potential policy changes that could be made to one or both programs. The goal is to identify what policy changes could be made to both programs that would enable the funding of the best performing projects, those that meet program goals and provide the highest person throughput improvements and benefits to toll payers. Policy changes can also help enable the implementation of one or more financial scenarios that most closely align with program goals and best meet the demand of funding identified in the investment pipeline.

Mr. Knickelbein stated that staff are currently drafting the final report, which the Commission will be asked to accept at its July meeting. Once the report is final, NVTC will begin exploring potential policy changes to the Commuter Choice program as identified in the report. The next DRPT I-66 Outside the Beltway Call for Projects opens in December, while the next I-66 Commuter Choice Call for Projects opens in October 2027.

Envision Route 7 Bus Rapid Transit (BRT) and Zero-Emission Bus Technical Assistance. Ms. McGrane announced that next week NVTC is starting the next round of outreach for the Envision Route 7 (BRT) project, with bus stop chats, pop-ups and an open house. Commissioners were provided with a flyer at their seats for the Envision Route 7 Open House on Tuesday, June 9 at the Ellen Coolidge Burke Branch Library. She noted that there are additional updates on the Envision Route 7 BRT project and NVTC's zero-emission bus technical assistance in the written materials. The Program Advisory Committee will meet again on June 18 at 4:30 p.m.

Virginia Railway Express (VRE)

Chair Bagley welcomed VRE Deputy CEO and Chief Engineer Dallas Richards to give the VRE CEO Report. As a reminder, VRE staff are trying something new where VRE CEO Katie Choe will alternate between NVTC and PRTC meetings. Last meeting she attended the NVTC meeting, so this month she is at the PRTC meeting.

On behalf of the entire Commission, Chair Bagley thanked Mr. Richards for serving as Acting VRE CEO during the search for a new VRE CEO. She thanked him for his leadership in keeping VRE moving forward.

VRE CEO Report. Mr. Richards stated that VRE has a goal of on-time performance (OTP) of 90% or over. On-time is considered five minutes or less from the scheduled arrival time, so anything over five minutes is considered late and is reported as such. There have

been many challenges, including the Long Bridge construction work window which has seriously impacted VRE service. Some things that are helping are the Seminary Yard Phase 2 is now complete and VRE plans to store its entire fleet there by the end of the year. VRE is doing lots of things to infrastructure in and around Alexandria to help mitigate delays. VRE staff are listening, learning and leading during this challenging time. For February, overall OTP was 88% and March 77%. He noted that OTP has a significant impact on ridership. Ridership has been up and down. Based on VRE's recent customer satisfaction survey, 74% of VRE riders are federal employees. VRE ridership jumped 40% when return to work orders went into effect (65% of pre-covid numbers). But then there was a 30% drop. This could be in part to the delay with the Long Bridge construction, but 62,000 federal jobs were eliminated in this region.

Mr. Richards noted that VRE is affordable and allows people to live in affordable places and still work where they want to work with a higher salary.

Mr. Letourneau left the meeting at 8:45 p.m. and did not return.

Mr. Snyder asked how many people ride VRE on a typical day. Mr. Richards replied that the budget projects 9,000 daily trips and VRE is seeing an average of about 8,500. In 2019, VRE average daily ridership was 19,000-20,000. Mr. Snyder stated that with the federal situation so volatile right now, he asked how does VRE attract more riders more efficiently. Metro ridership is overall above 2019 ridership numbers. Both VRE and Metro are two entirely different systems, so if the federal government continues to shrink, what will VRE do? Mr. Richards agreed that they are two different systems with different demographics. VRE serves predominantly federal workers and white-collar workers. VRE is working to extend service hours to attract more blue-collar workers. Bi-directional service/reverse commute and weekend service will also attract a different demographic. Completing the Long Bridge project is the key to unlocking additional service.

Chair Bagley stated that VRE has been talking about additional service for the past four years. In response to a question from Mr. Krizek, Mr. Richards stated that VRE is not running Saturday service, since the Long Bridge work windows also are on Saturdays. And weekend service would be very costly. Chair Bagley observed that she has been learning about low awareness issue and she thinks VRE has an opportunity to reach those riders who don't know anything about VRE. For the first 20 years of service, VRE did not have to market itself. Mr. Richards stated that they are now and observed that it is a painful growth period. He gave some examples of VRE marketing initiatives underway and for the future.

Chair Bagley reminded Commissioners that VRE will have the same funding challenges where there is a fiscal cliff in FY 2028. It needs to be a transit focused solution, not just a Metro solution.

Ms. Zimmerman stated that from a DRPT perspective, with three more years of the Long Bridge construction now is the time to get as much expedited during this painful time. This is one of the reasons to fund the L'Enfant project. So, when the bridge opens in 2030, service will be successful.

Mr. Storck agreed that there will be frustration until the Long Bridge is complete. He thanked Mr. Richards and staff for the Tour de VRE bike ride, which raises VRE's profile.

VRE Grant Application to the DRPT FY 2027 I-66 Outside the Beltway (OTB) Funding Program for the L'Enfant Station and Fourth Track Project. Mr. Storck stated that the Commission is asked to approve Resolution #2608, which will ratify VRE's grant application to DRPT's I-66 Outside the Beltway Funding program for \$40.3 million for the L'Enfant Station and Fourth Track Project.

Mr. Storck explained that after their February 1 application deadline, DRPT identified additional funding available to VRE under this program, allowing VRE to submit an application for this project during a one-week period between April 6-10, 2026. Receipt of this funding will fully fund the project and allow the final design and construction phases to proceed on schedule. There is no fiscal impact associated with this request. The DRPT I-66 Outside the Beltway funding program will provide 100% of the requested funds and no match is required. If selected for funding, an amendment to the VRE FY 2027 Operating and Capital Budget to reflect the receipt of these funds will be presented to the Operations Board for approval and referral to the Commissions.

Mr. Storck moved, with a second by Ms. Palchik, to approve Resolution #2608 to ratify VRE's grant application to DRPT's I-66 Outside the Beltway Funding program for \$40.3 million for the L'Enfant Station and Fourth Track Project. The vote in favor was cast by Commissioners Aguirre, Alcorn, Bagley, Burns, Coffey, Krizek, Lopez, McPike, Palchik, Read, Reid, Salim and Storck. A roll call vote was conducted for Commissioners participating electronically and Mr. Srinivasan and Ms. Underhill voted in the affirmative. The motion passed.

Executive Director Report

Ms. McGrane encouraged Commissioners to read the executive director newsletter. She also introduced a new staff member, Deputy Director of Programs and Policy Amanda Sink.

Ms. McGrane reviewed upcoming meetings:

- On May 19 and 20, the Virginia Transit Association is hosting its annual conference in Fredericksburg and the Commonwealth Transportation Board (CTB) is holding its monthly meeting in Alexandria. Executive Director Mattice will present to the CTB on the Commuter Choice program, which is celebrating 10 years. WMATA GM/CEO Randy Clarke and WMATA Board Member Walter Alcorn will provide their report to CTB.
- The next Commission meeting is June 4, 2026 at 7:00 p.m. (Executive Committee meets at 6 p.m.)
- The next Envision Route 7 community open house is June 9, from 5:00-7:00 p.m. at the Ellen Coolidge Burke Branch Library in Alexandria.
- NoVaTransit Talks Webinar June 12 at noon. Topics: Loudoun County Microtransit, Bus Stop Amenities and ADA-related improvements in Alexandria, and the proposed bus route redesign for CUE in City of Fairfax.

- The Program Advisory Committee meets on June 18 at 4:30 p.m., followed by the Joint WMATA Committee/Legislative and Policy Committee meeting at 6:00 p.m.

Ms. McGrane stated that the quarterly Communications Metrics Report covers the first three months of the year (January-March) and highlights some of NVTC's successful communications around the Commuter Choice I-66 Program of Projects, including a bilingual social media push showcasing proposed projects and increased web traffic to Commuter Choice web pages.

Ms. McGrane reported that the February and March Financial Reports are provided in the meeting materials. Included is a grant worksheet that shows the amount of state assistance included in the recently released draft FY 2027 DRPT Six-Year Improvement Program (SYIP) that was applied for through NVTC compared to what was received in FY 2026. There were no comments or questions.

Chair Bagley thanked Ms. McGrane for filling in for the executive director.

Adjournment

Without objection, Chair Bagley adjourned the meeting at 9:04 p.m.

Approved this 4th day of June 2026.

Sarah Bagley
Chair

Maureen Coffey
Secretary-Treasurer



RESOLUTION #2607

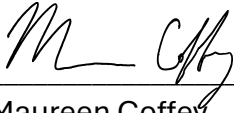
- SUBJECT:** Approve the I-66 Commuter Choice Fiscal Year (FY) 2027-2028 Program of Projects for Submission to the Commonwealth Transportation Board and Authorize the Executive Director to Execute the Standard Project Agreements
- WHEREAS:** Under the Third Amended and Restated Memorandum of Agreement 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:** Between October 2025 and December 2025 NVTC conducted an I-66 Commuter Choice FY 2027-2028 Call for Projects which yielded 14 eligible applications that support program goals, with a total funding request of \$60,492,945;
- WHEREAS:** Up to \$100 million in funding is available for new projects over the FY 2027-2028 period;
- WHEREAS:** Based upon technical evaluation results and review with the NVTC Program Advisory Committee and the Commission, NVTC staff recommends approval of the I-66 Commuter Choice FY 2027-2028 Program of Projects (Table 1) totaling \$60,492,945 that includes all 14 eligible projects and NVTC's program administration costs (\$750,000) for a total of \$61,242,945 that would subsequently be included in the FY 2027-2032 Six-Year Improvement Program upon the Commonwealth Transportation Board's action;
- WHEREAS:** As required by the MOA, NVTC held a virtual public hearing on April 2, 2026 that was advertised prior to the hearing date, providing members of the public with the opportunity to provide feedback on the projects under consideration for Commuter Choice funding; and

WHEREAS: In addition to holding a public hearing, NVTC held an online public comment period from March 4 – April 3 to solicit public input, which resulted in 487 submissions via an online survey, email comments and comments made at the public hearing.

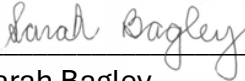
NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby approves the I-66 Commuter Choice FY 2027-2028 Program of Projects (Table 1) and authorizes staff to submit the Program of Projects to the Commonwealth Transportation Board for action.

BE IT FURTHER RESOLVED that NVTC hereby authorizes the executive director, or her designee, to execute Standard Project Agreements for the I-66 Commuter Choice FY 2027-2028 Program of Projects following approval by the Commonwealth Transportation Board.

Approved this 7th day of May, 2026.



Maureen Coffey
Secretary-Treasurer



Sarah Bagley
Chair

Table 1: Recommended I-66 Commuter Choice FY 2027-2028 Program of Projects

Applicant	Project Name	Proposed Funding Award
Loudoun County	Route 483/883: Harmony Park-and-Ride to Downtown Washington, D.C. Enhanced Service (Continuation)	\$219,005
Potomac and Rappahannock Transportation Commission (PRTC)	Route 622: Haymarket to Rosslyn Express Service (Continuation)	\$605,600
Loudoun County	Leesburg Park-and-Ride to Downtown Washington, D.C. New Service	\$269,698
Loudoun County	Route 281/681: Stone Ridge Park-and-Ride to Downtown Washington, D.C. Enhanced Service (Continuation)	\$476,008
Arlington County	Ballston-MU Station West Entrance	\$20,000,000
PRTC	Route 612: Gainesville to Pentagon/Navy Yard Express Service (Continuation)	\$1,773,700
PRTC	Gainesville to Central/Northeast DC New Express Service	\$9,445,500
Fairfax County	Route 698: Stringfellow Road Park-and-Ride to the Pentagon Express Service (Continuation)	\$1,684,916
Fairfax County	Route 699: Monument Drive Park-And-Ride to Downtown Washington D.C. Express Service (Continuation)	\$4,588,744
Fairfax County	Route 697: Stringfellow Road Park-and-Ride to L'Enfant Plaza Express Service (Continuation)	\$4,072,453
Arlington County	Route 55: East Falls Church Station to Rosslyn Station Enhanced Service	\$475,000
Washington Metropolitan Area Transit Authority (WMATA)	Route F2X: Spring Hill Station to West Alexandria New Limited-Stop Service	\$11,255,525
WMATA	Route A6X: Dunn Loring to the Pentagon New Limited-Stop Service	\$3,112,587
Fairfax County	Route 598: Reston to the Pentagon Express Service (Continuation)	\$2,514,209

Total Project Funding \$60,492,945

Program Administration		
NVTC	Program Administration and Oversight for FY 2027-2028	\$750,000

Total Recommended Funding \$61,242,945



RESOLUTION #2608

SUBJECT: Ratify a Grant Application to the DRPT FY 2027 I-66 Outside the Beltway (OTB) Funding Program for the L'Enfant Station and Fourth Track Project

WHEREAS: The Virginia Department of Rail and Public Transportation (DRPT) opened a call for projects for the FY 2027 I-66 Outside the Beltway (OTB) Funding Program;

WHEREAS: VRE staff have identified a project, the L'Enfant Station and Fourth Track project, for a \$40,300,000 capital funding request to the I-66 Outside the Beltway Program that supports and implements planned service enhancements consistent with the System Plan 2050's 2030 and 2050 service plans as well as the Transforming Rail in Virginia initiative;

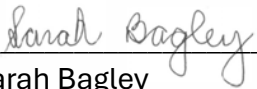
WHEREAS: VRE staff consider the proposed capital project a strong candidate for I-66 Outside the Beltway funding due to the ability to move more people more efficiently through the I-66 corridor and expand commuters' travel options;

WHEREAS: DRPT identified additional funding available in this program after the application submittal deadline of February 1, 2026, allowing VRE to submit an application for this project during a one-week period between April 6 and April 10, 2026; and

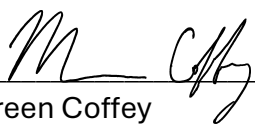
WHEREAS: The VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission does hereby ratify the application made by the NVTC executive director, or her designee, to apply for funding on behalf of VRE to the FY 2027 I-66 Outside the Beltway Funding Program, to make any necessary corrections to the project amount or descriptions in the application, and to execute all project funding agreements that may result from consideration of VRE's application.

Approved this 7th day of May, 2026.



Sarah Bagley
Chair



Maureen Coffey
Secretary-Treasurer



RESOLUTION #2609

SUBJECT: Appoint and Confirm Appointments to the WMATA Board of Directors

WHEREAS: NVTC is empowered to make appointments to the Board of Directors of the Washington Metropolitan Area Transit Authority (WMATA);

WHEREAS: Virginia Secretary of Transportation Nick Donohue has designated Kate Garman Burns to be the secretary’s designee on NVTC and the WMATA Board, replacing Darien B. Flowers.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby appoints and confirms the following persons to serve as principals and alternates to the WMATA Board of Directors:

WMATA Board of Directors

Principals:

Kate Garman Burns
*Principal Director,
Commonwealth Appointee*
(term expires 01-01-2030)

Walter L. Alcorn
*Principal Director,
NVTC Appointee*
(term expires 01-05-2029)

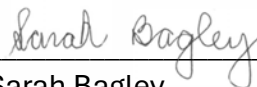
Alternates:

Matt de Ferranti
*Alternate Director for Commonwealth
Appointee (term expires 01-04-2028)*

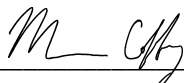
Canek Aguirre
Alternate Director for NVTC Appointee
(term expires 01-05-2027)

BE IT FURTHER RESOLVED that NVTC hereby appoints Kate Garman Burns to serve on the NVTC Executive Committee and the NVTC WMATA Committee.

Approved this 7th day of May, 2026.



Sarah Bagley
Chair



Maureen Coffey
Secretary-Treasurer

TO: Chair Bagley and NVTC Commissioners
FROM: Kate Mattice
DATE: May 28, 2026
SUBJECT: Recognition of a Departing Commissioner

At the June 2026 meeting, the Commission will recognize the service of Darien Flowers on NVTC and the WMATA Board.

▪ **ACTION: Approve a Resolution of Commendation for Darien B. Flowers on His Departure from the Northern Virginia Transportation Commission**

The Commission will be asked to approve a Resolution of Commendation recognizing Darien Flowers for his service. On April 29, Secretary of Transportation Donohue appointed Kate Burns to replace Mr. Flowers on NVTC and the WMATA Board of Directors.

During his short tenure as the Commonwealth appointee on the WMATA Board, Mr. Flowers played an integral role in the development and adoption of the FY 2027 WMATA Budget and FY 2027-2032 Capital Improvement Program, enhancing oversight of WMATA's procurement activities, highlighting WMATA's safety culture and performance metrics and underscoring the importance of WMATA's updated and improved subsidy allocation formulas. He also brought a deep appreciation and thoughtfulness to his work, quickly grasped complex governance and funding topics and ensured Virginia's interests were voiced and well represented at the WMATA Board.

On May 13, Mr. Flowers was appointed by U.S. Department of Transportation Secretary Sean Duffy to the WMATA Board as a federal appointee. He was sworn in the next day at WMATA's May 14 Board meeting.



RESOLUTION OF COMMENDATION

SUBJECT: Commending Darien B. Flowers on His Departure from the Northern Virginia Transportation Commission

WHEREAS: The Northern Virginia Transportation Commission (NVTC) serves as the voice of public transit in Northern Virginia, promoting the region's transit network and demonstrating that effective and efficient public transit fosters economic vitality in the region and the Commonwealth;

WHEREAS: In January 2026, then Secretary of Transportation W. Sheppard Miller III designated Darien B. Flowers to be the secretary's designee on NVTC and as a principal director on the Washington Metropolitan Area Transit Authority (WMATA) Board of Directors, which became effective January 5, 2026;

WHEREAS: Mr. Flowers served as a member of the NVTC Executive Committee and the NVTC WMATA Committee and at WMATA, he served as a member of the WMATA Financial and Capital Committee;

WHEREAS: Mr. Flowers brought his expertise and knowledge to his role on NVTC and the WMATA Board with his expertise in transportation and infrastructure, government relations and transportation policy, as well as his current service as a member of the Virginia Passenger Rail Authority (VPRA) Board of Directors;

WHEREAS: During his tenure on the WMATA Board, Mr. Flowers played an integral role in the development and adoption of the FY 2027 WMATA Budget and FY 2027-2032 Capital Improvement Program, enhancing oversight of WMATA's procurement activities, highlighting WMATA's safety culture and performance metrics and underscoring the importance of WMATA's updated and improved subsidy allocation formulas; and

WHEREAS: Mr. Flowers brought a deep appreciation and thoughtfulness to his work, quickly grasped complex governance and funding topics and ensured Virginia's interests were voiced and well represented at the WMATA Board.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby commends Darien B. Flowers for his service to the citizens of Northern Virginia and to the Commonwealth of Virginia.

BE IT FURTHER RESOLVED that NVTC prepare a copy of this resolution for presentation to Mr. Flowers as an expression of its gratitude and in appreciation for his leadership and work on the Commission in promoting and funding public transit in Northern Virginia.

Approved this 4th day of June, 2026.

Sarah Bagley
Chair

TO: Chair Bagley and NVTC Commissioners
FROM: Kate Mattice, Ann McGrane, Adam Hager, Shannon Bacon, Sarah Godfrey, Matt Friedman and Rhonda Gilchrest
DATE: May 28, 2026
SUBJECT: Consent Agenda

At the June 2026 meeting, the Commission will be asked to approve the Consent Agenda which includes three actions regarding a letter certifying receipt of certain documents from the Washington Metropolitan Area Transit Authority (WMATA) required by Virginia Code, a contract award for marketing for the Blue and Yellow Lines shutdown and the NVTC Electronic Participation Policy.

ACTION: Approve the Consent Agenda (subject to approval of the chair)

A. ACTION: Authorize the Executive Director to Send a Letter Certifying Receipt of Certain Documents from WMATA Required by State Code

The Commission is asked to authorize the executive director to send a letter to the Comptroller of Virginia certifying receipt of certain documents from the Washington Metropolitan Area Transit Authority (WMATA). All documents are anticipated to be received by the end of the fiscal year.

Virginia Code ([§33.2-3402](#)) requires that NVTC request certain documents and reports from WMATA related to the transit agency's budget, financial performance and operating characteristics. Funding from the Commonwealth Mass Transit Fund to support WMATA is contingent upon NVTC providing an annual certification to the Comptroller that such documents and reports have been received. NVTC must certify to the Virginia Comptroller receipt of the following:

- WMATA's Annual Capital Budget
- WMATA's Annual Independent Financial Audit
- WMATA's National Transit Database Annual Profile
- WMATA's Single Audit Reports – issued in accordance with the Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards (2 C.F.R. Part 200)

The WMATA Board [approved the FY 2027 Capital Budget](#) on April 23, 2026. NVTC will post the approved FY 2027 budget book when it is received later this year. WMATA's annual [National Transit Database profile for 2024](#) was posted on the Federal Transit Administration's (FTA) website in late 2025. WMATA also provided its most recent [Annual](#)

[Comprehensive Financial Report](#) (ACFR). The most recent Independent Auditor's report starts on page two of the report. [The Single Audit Report](#) for the fiscal year ended June 30, 2025, and issued in accordance with the Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (2 C.F.R. Part 200) is also available on WMATA's website. Received documents have been added to [NVTC's WMATA Oversight webpage](#). Once all required documents are received, NVTC's executive director will send the letter to the Comptroller of Virginia certifying receipt of all documents in accordance with state code.

NVTC will continue the certification process annually on a schedule to match WMATA's fiscal year.

B. ACTION: Authorize the Executive Director to Award a Marketing Contract for the 2026 Blue and Yellow Lines Construction

The Commission is asked to authorize the executive director to award a contract for the Blue and Yellow Lines Construction Marketing Initiative with Sensis, a Small Disadvantaged Business (SDB) with experience working on Metro's Better Bus initiative and Platform Improvement Project in Northern Virginia.

Following approval, the fixed-price \$100,000 contract is anticipated to be awarded on or about June 15, 2026, with project completion on or about November 6, 2026. Funding is provided through an \$80,000 grant from the Department of Rail and Public Transportation (DRPT) and a \$20,000 match from NVTC's General Administrative Budget.

WMATA is closing the Crystal City Station across 10 weekends from February 14 through June 21 for construction of the second entrance for the Crystal City Station to support growing ridership demand and improve station access. Ronald Reagan National Airport and Potomac Yard Stations were closed on three weekends in March and May for infrastructure renewal. The closures particularly impact Northern Virginia residents who travel on the Blue and Yellow Lines at or south of Crystal City Station who wish to use Metro Rail to travel to Arlington, Fairfax and Loudoun Counties, the District of Columbia and Maryland. While WMATA has provided shuttle buses, riders are experiencing extended travel times. The closures also affected all riders traveling to and from the airport on those weekends.

Sensis shall be responsible for all aspects of a region-wide NoVaRides marketing campaign to encourage people to return to riding public transit following the completion of construction work. NVTC managed successful marketing campaigns in 2019, 2021, 2022 and 2023 and will use the expertise gained from those campaigns to inform the design and execution of the 2026 campaign. Sensis will also redesign the novarides.org website to match the look and feel of the marketing campaign.

The Commission authorized the release of the Request for Proposals (RFP) at the March 5, 2026 Commission meeting and subsequently received 14 proposals. Staff followed NVTC's process for a formal competitive procurement, which is aligned with the Virginia Public Procurement Act, to select the recommended firm.

C. ACTION: Approve the NVTC Electronic Participation Policy

The Commission is asked to adopt the [NVTC Electronic Participation Policy](#) to be effective July 1, 2026. The policy reflects the Virginia Code requirements of the [Freedom of Information Act \(FOIA\)](#). Although there are no Code changes going into effect July 1, 2026 impacting NVTC's policy, there is a requirement that NVTC adopt its electronic participation policy on an annual basis. NVTC's legal counsel has concurred that no changes to the policy are needed.

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

- For all-virtual meetings, a Commissioner will be considered absent from any portion of the meeting if visual communication with the member is voluntarily disconnected or otherwise fails or during which audio communication involuntarily fails. Commissioners are requested to keep their cameras on during the duration of an all-virtual meeting.
- A physical quorum is needed for a Commissioner to participate electronically for a regular in-person meeting.
- Commissioners need to notify the chair, and copy Executive Director Kate Mattice and Board Administrator Rhonda Gilchrest, at least eight (8) hours prior to the meeting to request electronic participation and provide the following information:
 1. **Reason for the request** (medical, personal or lives over 60 miles from meeting location). If it is for a personal reason, the member must provide with specificity the nature of the personal reason.
 2. **Location** of where the Commissioner will be participating remotely.
- Commissioners' electronic participation is limited to two meetings per each calendar year or 25% of the meetings during a calendar year, whichever is greater, for personal reasons (medical reasons are unlimited).

Although not related to electronic participation, it is important to note another new FOIA requirement that affects public meetings. Governor Spanberger signed [SB 699](#) (Ebbin) which requires public bodies subject to FOIA to post the proposed agenda on the public body's official government website, if any, prior to the meeting. The bill provides that no final action may be taken on any items added to an agenda after a meeting commences unless the matter is time-sensitive or is the subject of a closed meeting properly identified in a motion in accordance with FOIA requirements and defines "final action." The new Code requirement cites "final action" to mean a vote, adjudication or other formal action taken by a public body that completes a matter or acts as final consideration of an item. "Final action" does not include:

1. Referral to a committee or advisory body;
2. Referral to a future meeting for action;
3. Direction to staff to provide further information; or
4. Issuance of a commending or memorial proclamation.

NVTC's current practice is to post the meeting agenda a week prior to the meeting along with the rest of the meeting materials. NVTC already posts any new action to an updated agenda prior to the meeting, so this new legislative requirement will not require any significant process changes for the Commission.



NVTC ELECTRONIC PARTICIPATION POLICY
Proposed for Adoption June 4, 20265 – Effective July 1, 2025

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](#) (FOIA) 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 annually adopting a policy governing electronic meetings by a recorded vote at a public meeting.

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 Commissioner Is Permitted for In-Person Meetings

NVTC Commissioners 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.

§ 51.5-40.1 Definition of a “person with a disability” means “any person who has a physical or mental impairment that substantially limits one or more of his major life activities or who has a record of such impairment.”

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.

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 or the Commissioner is a caregiver and must provide care for a person with a disability at the time the public meeting is being held thereby preventing the Commissioner's physical attendance.

§ 2.2-3701 Definition of a "caregiver" means "an adult who provides care for a person with a disability as defined in § 51.5-40.1 (see Section A.1 of this Policy). A caregiver shall be either related by blood, marriage, or adoption to or the legally appointed guardian of the person with a disability for whom he is caring."

NOTE: For purposes of determining whether a quorum is physically assembled, an individual Commissioner who is a person with a disability or is a caregiver for a person with a disability and uses remote participation counts toward the quorum as if the Commissioner was physically present.

3. The above subsections A.1 and A.2 allow 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 board administrator).

- 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 Commissioner 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. A Commissioner participating remotely who has a disability or is a caregiver to a family member with a disability counts toward the quorum* as if the individual was physically present (See A.1 and A.2).

*NOTE: Commissioners should allow sufficient time to contact the chair to confirm statutory requirements are being met (according to § 51.5-40.1 and § 2.2-3701 definitions) so that the member can be counted towards the quorum. Each determination will be on a case-by-case basis.

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 board administrator, 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 (example: city, county, out of state, out of country).
5. After calling the meeting to order and establishing a quorum is physically present, the Commission chair or committee chair, as applicable, will inform the Commission or committee of a Commissioner's request to participate through electronic means, identify the reason in A, B or C above that prevents physical attendance, and request a motion and second to approve the request. The Commission or committee will vote on the matter. The Commissioner requesting to participate remotely shall not vote on the motion. 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.
6. A Commissioner's remote participation must be in accordance with this Policy.

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 Commissioner 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 [Commissioner 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, Commissioner 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 Commissioner 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 board administrator, 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 Commissioner'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 Commissioner 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.

Code § 51.5-40.1 defines a "person with a disability" to mean any person who has a physical or mental impairment that substantially limits one or more of his major life activities or who has a record of such impairment.

Code § 2.2-3701 defines a "caregiver" to mean an adult who provides care for a person with a disability as defined in § 51.5-40.1. A caregiver shall be either related by blood, marriage, or adoption to or the legally appointed guardian of the person with a disability for whom he is caring."

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 Commissioner. 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 board administrator 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 50% 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. When audio-visual technology is available, a member of the Commission or committee or subcommittee shall, for purposes of a quorum, be considered absent from any portion of the meeting during which visual communication with the Commissioner is voluntarily disconnected or otherwise fails or during which audio communication involuntarily fails.
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 50% 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.

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 Commissioner'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.
11. This policy shall not prohibit or restrict any Commissioner who is participating in an all-virtual meeting or who is using remote participation from voting on matters before the Commission.

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 Bagley and NVTC Commissioners
FROM: Kate Mattice, Ann McGrane, Adam Hager and Shannon Bacon
DATE: May 28, 2026
SUBJECT: Washington Metropolitan Area Transit Authority (WMATA)

At the June 2026 meeting, the Commission will welcome WMATA General Manager/CEO Randy Clarke and receive a report from Virginia WMATA Board Members Walter Alcorn and Kate Burns. This month's report includes findings from the quarterly Service Excellence Report, an update on RFK Stadium transit improvement plans in the District, an Inspector General report and procurement concurrence activities. This report also contains information regarding new WMATA Board members and updated committee assignments.

A. Presentation by WMATA General Manager/CEO Randy Clarke

WMATA General Manager/CEO Randy Clarke will provide an update to the Commission on activities at WMATA.

B. Report from the Virginia WMATA Board Members

▪ FY 2026 Q3 Service Excellence Report

Safety and Operations Committee members received a report at their May 14 meeting on the [FY 2026 Q3 Service Excellence Report](#). This presentation covered WMATA's progress toward key performance indicators (KPIs) in WMATA's Strategic Transformation Plan and covered the first three quarters of FY 2026. In that period, WMATA met or made progress toward over two-thirds of the Service Excellence KPIs (Figure 1).

Systemwide ridership increased 2% over FY 2025 levels (Figure 2). Cherry blossom season attracted riders over many days, particularly on Metro Rail, and boosted Tap.Ride.Go. uptake which comprised 15% of all rail trips in March. Staff explained that year-over-year ridership growth is expected to slow in Q4 as the federal in-office policy reaches one year since implementation and ridership patterns become more consistent. Metro Bus ridership decreased 8% compared to FY 2025 levels and staff will present a detailed impact analysis of the Better Bus Network changes and regional economic trends to the Board in June.

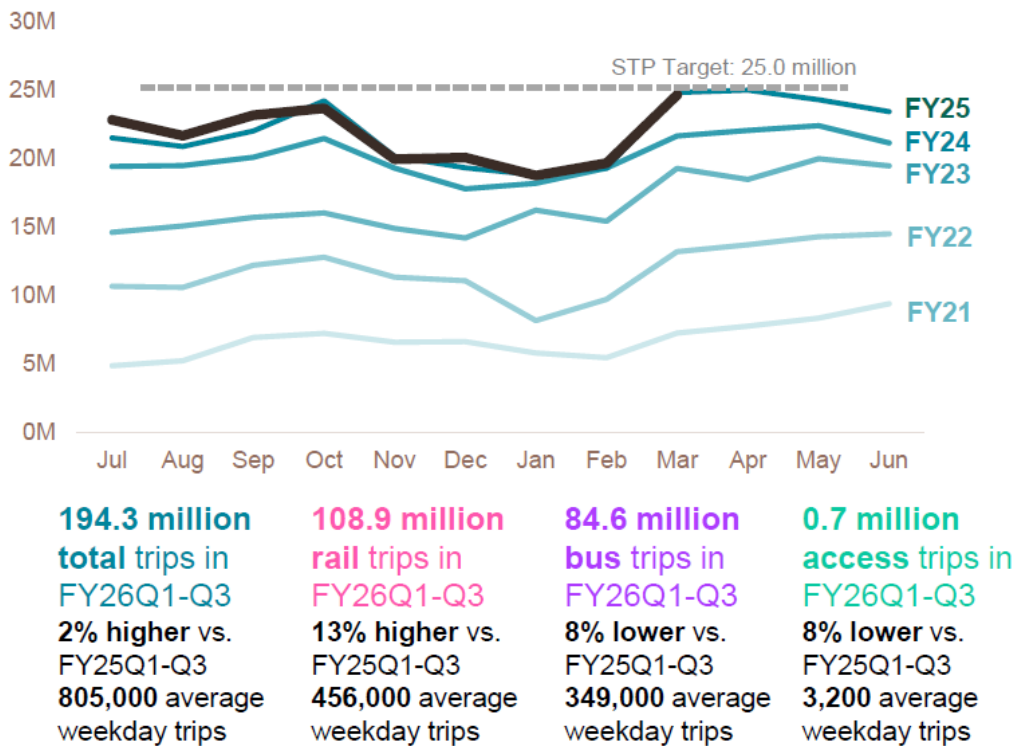
Metro Access ridership, with Abilities-Ride trips included, increased 16% over FY 2025 levels. Approximately 66% of Access network trips have been provided by the Abilities-Ride program in FY 2026 to date.

Figure 1: Service Excellence Report KPIs, Q1 – Q3 FY 2026

Metric	Result	Right trend? Q3 vs. Q2	Featured	Metric	Result	Right trend? Q3 vs. Q2	Featured
Goal 1: Service excellence				Objective 1B: Reliability			
Customer satisfaction				On-time performance			
Metro Rail	91%	✓	+	Metro Rail	87.6%	✓	+
Metro Bus	78%	✓	+	Metro Bus	76.5%	✓	+
Metro Access	76%			Metro Access	90.5%	✓	+
Ridership (average monthly trips)	21.6M		+	Percent of scheduled service delivered			
Objective 1A: Safety and security				Metro Rail	95.6%		
Part 1 crime rate	2.7	✓	+	Metro Bus	97.2%		+
Transit worker assault rate	43.7	✓	+	Metro Access	98.3%		
Customer dissatisfaction: safety from crime				Elevator Availability			
Metro Rail	5%	✓		Metro Rail	97.9%	✓	
Metro Bus	12%			Escalator Availability			
Customer injury rate				Metro Rail	26,730		
Employee injury rate	6.2			Metro Bus	5,940		
Crowding				Metro Access	27,000		
Metro Rail	1.1%			Objective 1C: Convenience			
Metro Bus	3.1%			Accuracy of real-time arrival information			
Collision rate				Metro Rail	96.9%		
Metro Access	12.4	✓		Metro Bus	88.1%		
Metro Bus	53.8			Availability of real-time bus arrival information			
Fare Evasion				Metro Rail	72%		
Metro Bus	69.4%			Metro Bus	68%	✓	
Metro Rail	4.8%						

Source: [May 14, 2026 Safety and Operations Committee Meeting](#)

Figure 2: Average Systemwide Monthly Ridership

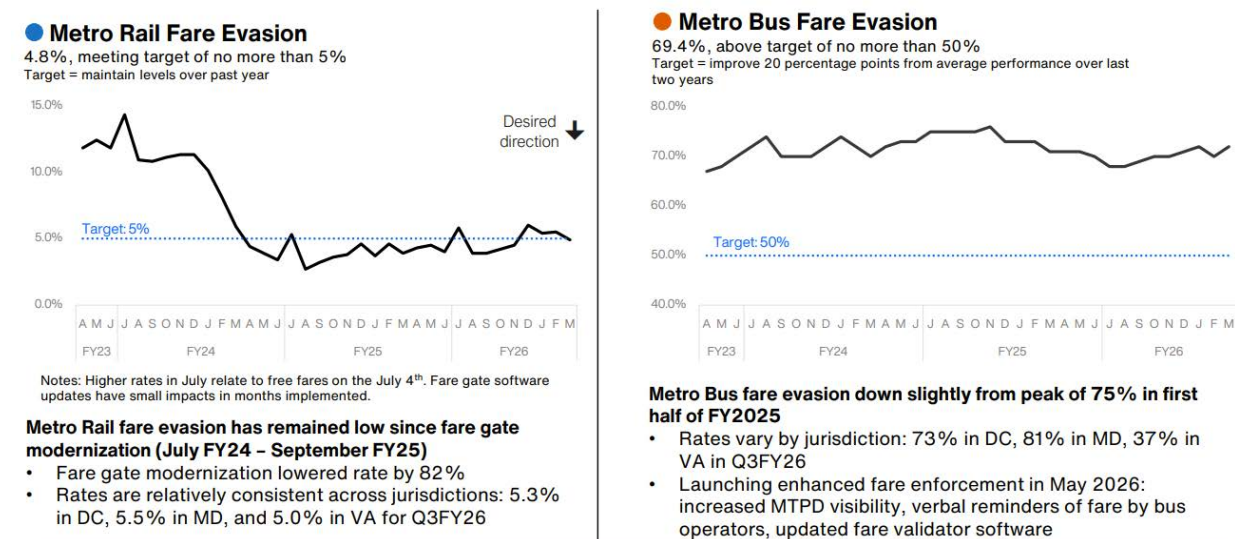


Source: [May 14, 2026 Safety and Operations Committee Meeting](#)

Fare evasion continues to be a concern for WMATA, particularly on Metro Bus (Figure 3). Metro Rail fare evasion has remained low since the completion of WMATA’s fare gate modernization in FY 2025. In FY 2026 to date, evasion on rail sits at 4.8% and is fairly consistent across the three jurisdictions. On Metro Bus, fare evasion across the system is 69.4%. Bus fare evasion did decrease 16% year-over-year in FY 2026 and WMATA is launching enhanced fare enforcement strategies in May 2026 as a means to continue this downward trend. These strategies are anticipated to include awareness campaigns,

increased enforcement activities and bus operators verbally stating the required fare to riders. Virginia has the lowest rate of bus fare evasion at 37%.

Figure 3: Fare Evasion on Metro Rail and Metro Bus



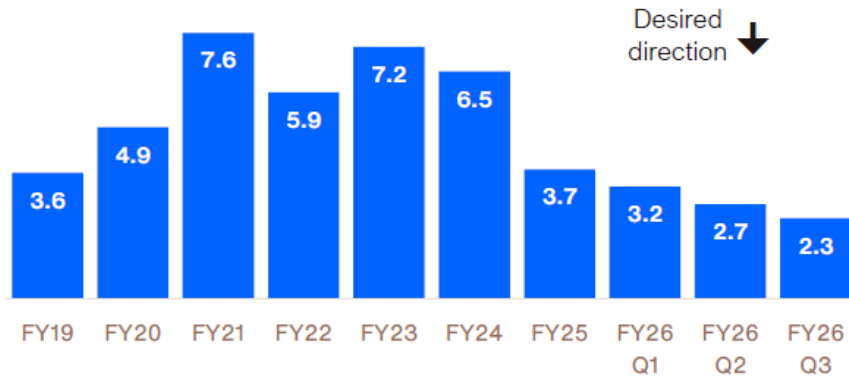
Source: [May 14, 2026 Safety and Operations Committee Meeting](#)

Customer satisfaction remains strong across all three modes with reliability, shorter wait times and faster travel times continuing to be the most important factors. December 2025 service changes, including extending the Yellow Line to Greenbelt and adding bus service, improved access to frequent service and more jobs.

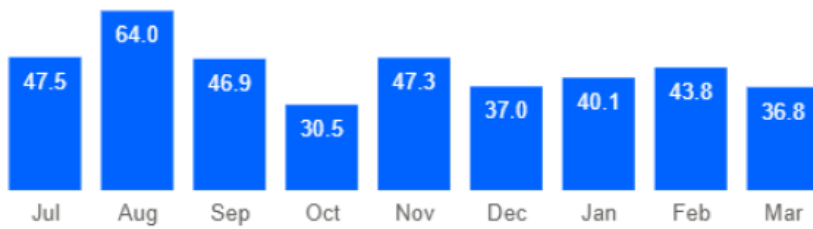
The percent of bus service delivered remains below target largely due to operator vacancies. Hiring and training of bus and rail operators have ramped up since October 2025 and WMATA expects to reach its staffing target in January 2027. The late January and early February winter storm also heavily impacted Metro Bus service, more so than Metro Rail and Metro Access. This affected bus access and reliability across the region as the effects of the storm lingered. WMATA also highlighted road congestion as an inhibiting factor to providing on-time bus performance and emphasized the value of the [DMVMoves Bus Priority plan](#) for providing reliable Metro Bus service.

The Part I Crime rate continues to hit its lowest level in decades, at 2.7 crimes per one million passenger trips which is 32% lower than this time last year. The Part I Crime rate is [comprised of major offenses](#) including aggravated assault, arson, attempted or successful theft of a motor vehicle, burglary, homicide within the Metro Transit Police Department (MTPD) or another agency jurisdiction, larceny, rape and robbery. Assaults on transit workers have also decreased, and customer perceptions of safety remain consistent (Figure 4).

Figure 4: Key Safety Metrics FY 2019 – FY 2026
Part 1 Crime per 1 million customer trips



FY26 Transit Worker Assaults per 10m vehicle revenue miles



Source: [May 14, 2026 Safety and Operations Committee Meeting](#)

- Transit Improvements to Support RFK Development

At the May 14 Safety and Operations Committee meeting, staff presented the [conceptual transit improvements and timelines](#) for the new Washington Commanders stadium being built at the RFK campus in the District of Columbia, focused particularly on how WMATA is working with the District to identify a transit plan for effectively moving large crowds. Following a transit planning and feasibility study conducted in November 2025, WMATA, the District Department of Transportation (DDOT) and the RFK Program Management Office identified four proposed solutions to address the capacity needs of the new 65,000-seat stadium.

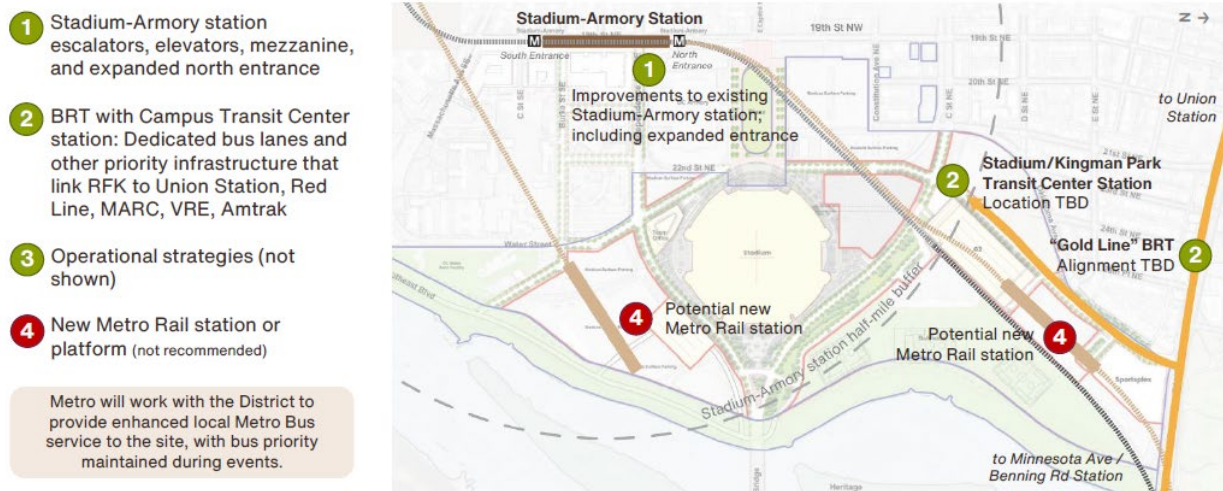
The Commanders expect that approximately 25,000 of the maximum 65,000 attendees will arrive by personal vehicle with the remaining 40,000 arriving at games and events by other means, including rail and bus. The Stadium-Armory station’s two current entrances can safely accommodate up to 14,000 customers in an hour, taking upwards of two hours to clear crowds after an event with significant crowd management controls. Reliance on the current capacity and organization is expected to lead to crowding and traffic gridlock, potentially leading to life and fire safety concerns.

WMATA with DDOT, the RFK Program Management Office and other District entities continue to prepare a transit plan that will identify necessary investments ahead of opening day in 2030. The initial feasibility study presented four potential options for transit improvements including a third entrance to the Stadium-Armory Metro Station, enhancements and upgrades to the current Stadium-Armory Station infrastructure, Bus

Rapid Transit connecting RFK to Union Station and an RFK/Kingman Park Transit Center, and operational improvements to crowd management (Figure 5). Of the presented options, WMATA staff recommend prioritizing the following:

1. Improving Stadium-Armory elevators, escalators, stairs, mezzanines and an expanded north entrance;
2. Gold Line BRT with center-running dedicated lanes connecting to Union Station, Red Line, Amtrak, MARC and VRE; and
3. Transit Center on the RFK campus near the stadium for the Gold Line and local bus service that is connected to Benning Road NE with a transitway.

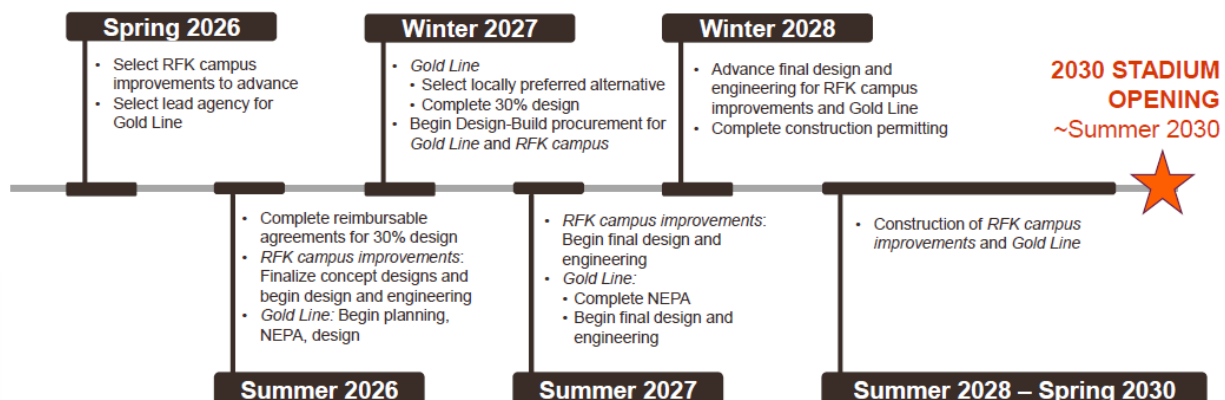
Figure 5: Potential Improvements to RFK Site Identified by Feasibility Study



Source: [May 14, 2026 Safety and Operations Committee Meeting](#)

Constructing an additional entrance to the Stadium-Armory Station is not recommended due to financial and time-related pressures. With numerous capital projects and major events taking place between now and opening day in 2030, WMATA and DDOT will need to expedite development of the transit improvements. Reimbursable agreements between WMATA and the District of Columbia for the Gold Line and RFK campus improvements are needed in summer of 2026 to accommodate construction in 2028 (Figure 6).

Figure 6: Projected Timeline for Investments



Source: [May 14, 2026 Safety and Operations Committee Meeting](#)

- Procurement Concurrence

At the May 14 meeting, the WMATA Finance and Capital Committee [provided concurrence on seven procurement activities](#) in accordance with [Board Resolution M2025-01](#), adopted in November 2025 to strengthen the Board’s oversight of WMATA’s purchasing. Procurement activities in this period included communications training modules, a subscription-based service for technological and managerial insights, ADA shuttle services, work on the Bladensburg Bus Garage Replacement Project, tunnel leak mitigation and aerial structure repairs. Further details for these procurement items will be made available on the [WMATA website](#).

Due to the timing of the Board meeting, written information regarding a contract amendment for paratransit services was not included in the meeting materials but was approved by the Finance and Capital Committee. WMATA terminated an existing contract with one of its two providers; the contract with the remaining provider was amended to accommodate the additional service that would be required for the next year. WMATA will competitively procure future paratransit services at a future date.

- Inspector General’s Report

At the May 14 Executive Committee meeting, Board members heard from Inspector General Zamarin who presented on the OIG’s recent [Evaluation of WMATA’s Real Property Asset Management](#). This Management Assistance Report assessed how WMATA’s real property portfolio was managed and whether it complied with Federal Transit Administration (FTA) data reporting requirements. The OIG found significant deficiencies with the Real Property Inventory, namely, the assessment found that WMATA’s Real Property Inventory submitted to FTA in 2024 and its update in 2025 did not include all FTA-required data elements, that the 2025 Real Property Inventory did not include all WMATA-owned real estate interests and that the risk of not maintaining adequate property records for FTA-funded properties was understated in WMATA’s Real Estate Risk Register. The full real property evaluation is ongoing, and OIG published this interim report identifying four recommendations to proactively address deficiencies.

Inspector General Zamarin also presented the [FY 2025 SmarTrip Regional Partner Comparative Billing Statements Audit](#), conducted by RSM US LLP, which serves as WMATA’s independent external auditor. This audit is conducted to assess whether WMATA’s billing reports are free of material misstatements. After review, RSM issued an unmodified opinion indicating a clean audit.

C. Other WMATA News

- New Board Member Oath of Office and Approval of Committee Assignments

Kate Burns, appointed to NVTC by Virginia Secretary of Transportation Nick Donohue and subsequently appointed by NVTC to the WMATA Board on May 7, was sworn in at the May 14 WMATA Board meeting. Ms. Burns was assigned to the Finance and Capital Committee for the remainder of fiscal year 2026. The Board also swore in two new federal appointees: former Virginia Board Member Darien Flowers and Anthony Bedell.

D. Report from the Chair of the WMATA Committee

The NVTC WMATA Committee is scheduled to hold a joint meeting with the Legislative and Policy Committee at 6:00 p.m. on Thursday, June 18 at NVTC's offices. The committee will receive a presentation on joint development activities from WMATA's real estate team, an update on NVTC's 2026 Report on the Performance and Condition of WMATA including a presentation on WMATA's overtime costs, and a legislative update.

AGENDA ITEM #6

Report from the Chair of the Legislative and Policy Committee

TO: Chair Bagley and NVTC Commissioners
FROM: Kate Mattice, Ann McGrane and Owen Williams
DATE: May 28, 2026
SUBJECT: Report from the Chair of the Legislative and Policy Committee

At the June 2026 meeting, Legislative and Policy Committee Chair Canek Aguirre and staff will provide updates on studies mandated by the General Assembly during the 2026 Session, the Transit Service Delivery Advisory Committee and federal transportation policy.

Staff are also continuing to monitor the status of the biennial state budget, which has not yet been finalized through budget conference negotiations. Governor Spanberger has until midnight on May 23 to sign or veto legislation returned to her by the General Assembly, after which there should be greater clarity on the revenues available for legislators to budget. The governor has also directed state finance staff to perform a new revenue forecast for the Commonwealth, so legislators have the most accurate and up-to-date information available as they continue negotiations. While the timeline remains compressed, the administration and legislators have continued to express confidence that a final budget agreement will be reached before the end of the fiscal year on June 30.

A. Statewide General Assembly Mandated Studies

With the 2026 General Assembly Session concluded, several transit-related studies and reporting requirements are expected to move forward in the coming months. Most of these efforts are contingent on inclusion in the final adopted state budget, which has not yet been approved by the General Assembly. The Department of Rail and Public Transportation (DRPT) has acknowledged the tight timelines associated with these studies and has therefore begun developing preliminary scopes of work. DRPT staff have also indicated that they intend to coordinate with NVTC and engage local and regional partners as these efforts proceed.

Several of the proposed studies have direct relevance to NVTC jurisdictions and regional transit providers:

- **WMATA Cost Efficiency Reporting and Review**

The proposed [budget language](#) would require WMATA to produce and make public several recurring planning and reporting documents, including a 20-year conceptual capital plan every five years beginning November 1, 2026, funding and financial plans for major capital projects exceeding \$300 million, and an annual report on WMATA performance, capital program delivery, cost savings, cost efficiency efforts and the use of additional dedicated funding. The language would also direct DRPT to review WMATA cost savings and efficiency efforts and provide recommendations to the

chairs of the Senate Finance and Appropriations, Senate Transportation, House Appropriations and House Transportation Committees by October 15, 2026.

- **Northern Virginia Regional Bus Consolidation Feasibility Study**

The proposed [budget language](#) would direct DRPT to evaluate the feasibility of consolidating DASH, Fairfax Connector, ART and CUE into a single, unified regional bus system. The study would assess potential cost savings and long-term financial impacts, operational efficiencies and service improvements, rider and community input, implementation challenges, legal and governance considerations and comparable consolidation efforts in other states or metropolitan regions. DRPT would be required to submit a report to the chairs of the Senate and House Transportation Committees by November 1, 2026.

- **Northern Virginia Parking Study**

The proposed [budget language](#) would direct the Office of Intermodal Planning and Investment, in consultation with the Department of Taxation, to study the feasibility of imposing a tax on paid parking in private or commercial parking lots and garages within NVTC member jurisdictions, excluding residential parking. The study would identify applicable parking spaces and estimate potential revenue, either as a percentage of parking charges or on a per-space basis. Findings would be due to the General Assembly by November 15, 2026.

- **Private Transit Workforce Implementation Workgroup**

[HB 547](#) and [SB 731](#) direct DRPT to convene a workgroup to develop recommendations on implementing new requirements related to employee protections and compensation for private transit contractors. The workgroup is directed to consider issues such as equivalent qualifications, wage progression, actuarially equivalent benefits, implementation timelines and how the requirements would apply to transportation commissions made up of multiple localities. The workgroup's report is due to the chairs of the House Committee on Labor and Commerce and Senate Committee on Local Government by December 1, 2026. The underlying statutory provisions do not take effect unless reenacted by the 2027 General Assembly.

- **Statewide Transit-Oriented Development Study**

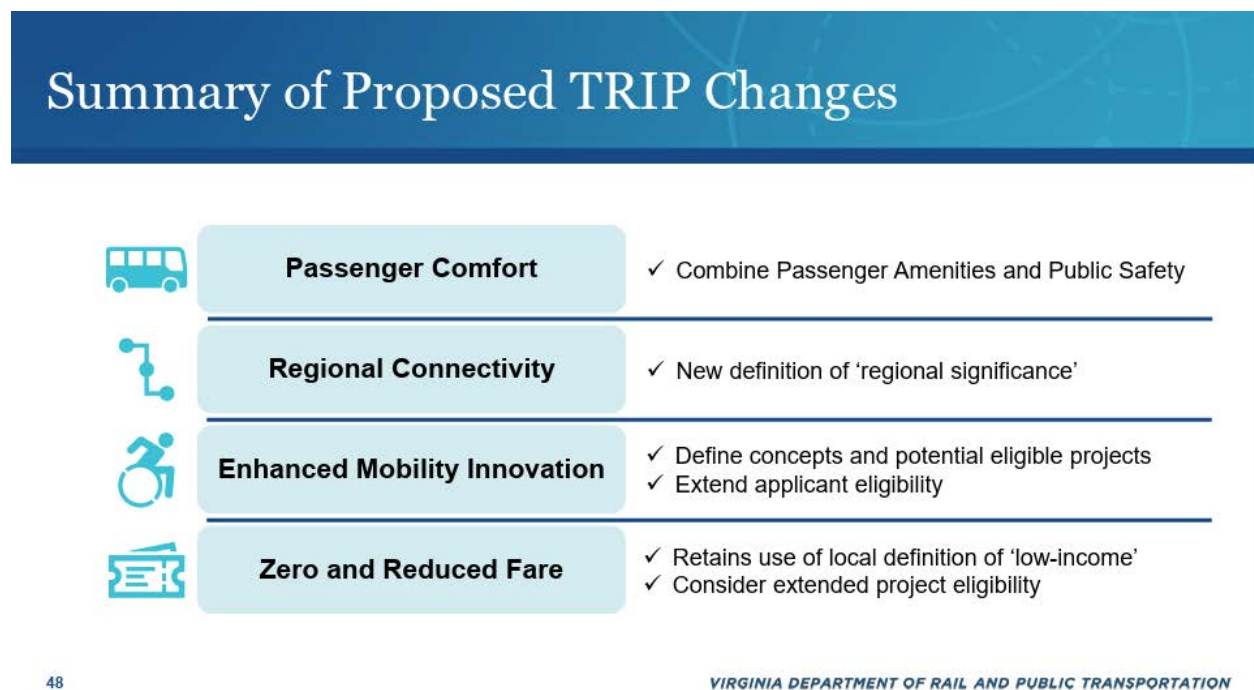
The proposed [budget language](#) would direct DRPT, with assistance from the Department of Housing and Community Development, to conduct a statewide study on planning, promoting and identifying funding opportunities for transit-oriented development around existing and proposed transit and rail stations. The study would also examine barriers to housing production and economic development in these areas. DRPT would be required to submit the study results to the governor and General Assembly by December 15, 2026.

NVTC staff will continue to monitor the progression of each study. As these efforts move forward, staff will work with DRPT and local partners to ensure Northern Virginia's transit providers and jurisdictions are appropriately engaged, particularly on studies related to

DRPT staff also introduced initial concepts for the proposed Performance and Stability Fund, which would be incorporated into the MERIT Operating formula. The fund is intended to reward strong agency performance while providing a limited mechanism to address atypical and unintended formula outcomes. TSDAC indicated support for distributing performance funding by cohort using the same 81%, 12% and 7% split approved for the base formula. The committee will continue reviewing additional Performance and Stability Fund questions in June, including performance metrics, performance targets and how to address agencies that reach the 30% cap on operating assistance.

TSDAC also advanced its legislatively directed review of the Transit Ridership Incentive Program (TRIP). At the May meeting, DRPT staff presented proposed [policy updates](#) following [HB 200](#), including a revised definition of “regional significance” tied to routes or service areas identified in a regional plan or study, a new Enhanced Mobility Innovation category related to micromobility, paratransit and specialized transportation, and continued discussion of zero and reduced fare program guidance, including requests for ongoing support for systemwide zero-fare programs (Figure 2). DRPT and TSDAC are expected to continue refining these policy recommendations over the coming months as part of the broader review of TRIP guidelines, eligibility and evaluation criteria.

Figure 2. Summary of Proposed TRIP Changes



Source: [May 12, 2026, Transit Service Delivery Advisory Committee Meeting](#)

DRPT will continue engaging transit agencies as these recommendations are refined, including through additional cohort workshops and in-person discussions at the Virginia Transit Association annual conference in Fredericksburg. NVTC will continue to play a convening role for Northern Virginia’s local transit agencies to gather feedback, coordinate regional perspectives and help inform DRPT and TSDAC’s ongoing work. DRPT is expected to continue refining both the MERIT Operating and TRIP recommendations through the

summer, with CTB briefings beginning in July, a formal recommendation anticipated in September and final CTB action expected in October.

C. Federal Update

On May 17, House Transportation and Infrastructure Committee Chairman Sam Graves and Ranking Member Rick Larsen released the [BUILD America 250 Act](#), a five-year surface transportation reauthorization bill covering federal highway, transit, rail, safety and motor carrier programs for FY 2027 through FY 2031. The bill is being described as a \$580 billion package, though approximately \$474.4 billion would be provided directly through Highway Trust Fund contract authority, with the remaining funding dependent on future General Fund appropriations. The House Transportation and Infrastructure Committee marked up the bill on May 21, advancing the legislation by a 62-2 vote, while the Senate has not yet released its own surface transportation reauthorization proposal.

The [House proposal](#) emphasizes traditional formula programs, bridge investment, project delivery, safety and Highway Trust Fund solvency. The bill would create a new annual fee of \$130 for electric vehicles and \$35 for plug-in hybrid vehicles, with both fees increasing every other year beginning in 2029 until reaching caps of \$150 for electric vehicles and \$50 for plug-in hybrids. While committee materials describe this as the first new revenue stream for the Highway Trust Fund in more than three decades, the new fees would only partially offset the Trust Fund's projected shortfall and would not resolve its long-term structural imbalance.

For transit, the bill largely maintains the existing federal formula structure while continuing a broader shift away from certain competitive grant programs and toward formula funding. Notable provisions include allowing transit agencies operating up to 125 buses to use a portion of Urbanized Area Formula Program funds for operating expenses, requiring urbanized area formula recipients to spend at least one percent of funds on ADA/accessibility improvements and at least one percent on security and crime prevention, and modifying National Transit Database reporting requirements. The bill would also make several changes to the Capital Investment Grants (CIG) program, including renaming Small Starts as "Streamlined Starts," expanding the definition of Core Capacity and requiring FTA to update CIG policy guidance every two years.

Several funding questions remain unresolved. The Capital Investment Grants program would remain dependent on annual General Fund appropriations, and the bill does not provide the same level of advanced appropriations that supported many rail, transit and multimodal programs under the Infrastructure Investment and Jobs Act (IIJA). As a result, the long-term availability of funding for major discretionary and capital programs will depend not only on reauthorization, but also on future appropriations decisions.

Other provisions of interest include an extension of federal capital and preventive maintenance funding for WMATA through 2031 and changes to several multimodal, rail and project delivery programs. While release of the House bill represents a major step in the reauthorization process, the overall timeline remains uncertain. Current surface

transportation authorizations under the IIJA expire on September 30, 2026, and a short-term extension remains possible given the limited time remaining and the lack of Senate bill text.

The attached [letter from the American Public Transportation Association \(APTA\)](#) provides an initial transit industry perspective on the House proposal. APTA describes the BUILD America 250 Act as a “great first step” and highlights support for project delivery reforms, including changes to Capital Investment Grants, expanded categorical exclusions and advance acquisition authority for transit and passenger rail projects. At the same time, APTA urges Congress to maintain or build upon current guaranteed investment levels for public transit and passenger rail and raises concerns with several policy provisions, including the proposed Consolidated State Block Grant Program, limits on federal contributions for bus procurements and new mandates on state and local transit agencies.

NVTC will continue to monitor congressional action on the BUILD America 250 Act, including committee amendments, Senate activity and the FY 2027 appropriations process, and will continue engaging with regional and national partners to support sustained federal investment in transit, WMATA capital needs and major project delivery.



May 20, 2026

The Honorable Sam Graves
Chairman
House Committee on Transportation
and Infrastructure
2165 Rayburn House Office Building
Washington, DC 20515

The Honorable Rick Larsen
Ranking Member
House Committee on Transportation
and Infrastructure
2165 Rayburn House Office Building
Washington, DC 20515

Dear Chairman Graves and Ranking Member Larsen,

On behalf of the American Public Transportation Association (APTA), which represents the \$102 billion public transportation industry that directly employs more than 450,000 people and creates millions of additional private-sector jobs, I write to you regarding your bipartisan, five-year surface transportation authorization legislation, H.R. 8870, the “BUILD America 250 Act”. APTA applauds your strong leadership and dedication to enacting bipartisan legislation that provides certainty for the public transportation industry to make the long-term investments necessary to continue to grow our economy.

The BUILD America 250 Act is a great first step. We look forward to working with you and the Committee on Appropriations to ensure that the BUILD America 250 Act, when considered by the House of Representatives, builds upon current investment levels (including guaranteed funding) for public transit and passenger rail to drive job creation, innovation, and our economy. Every \$1 invested in public transportation generates \$5 in long-term economic returns.

APTA’s 2026 Surface Transportation Authorization Recommendations urge Congress to invest **\$138 billion for public transit** and **\$130 billion for passenger rail** over five years. These investments will help address the more than \$150 billion state-of-good-repair backlog, meet the growing mobility demands in our communities, and drive innovation and new technologies to enhance safety, security, and the rider experience.

In addition, we greatly appreciate the BUILD America 250 Act’s many policy initiatives to accelerate project delivery by eliminating statutory and regulatory barriers to advancing public transit and passenger rail projects.

Finally, APTA would like to continue to work with the Committee on key policy areas of significant concern, including establishing a Consolidated State Block Grant Program; limiting the Federal contribution for bus procurements; and imposing new mandates on States and local public transit agencies.

EXECUTIVE COMMITTEE

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Paul P. Skoutelas

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Guaranteed Public Transit and Passenger Rail Investments

Public transit investments that put Americans to work today will drive the U.S. economy for decades to come. To that end, APTA strongly urges Congress to provide advance appropriations in the BUILD America 250 Act at least equal to current levels. The Infrastructure Investment and Jobs Act's (IIJA) \$21.25 billion of advance appropriations for public transit provided an initial downpayment to address the more than \$150 billion state-of-good-repair backlog in our nation's transit systems. Although the IIJA's critical guaranteed investments will begin to address decades of underinvestment, the American Society of Civil Engineer's 2025 Infrastructure Report Card still graded American transit infrastructure as a "D". Congress must build upon current public transit investments (including guaranteed funding) to ensure public transit agencies can address this state-of-good-repair backlog.

APTA also urges the Committee on Transportation and Infrastructure, working together with the Committee on Appropriations, to ensure guaranteed funding for passenger rail investments. Currently, H.R. 8870 provides no guaranteed funding for passenger rail grants. The IIJA's \$66 billion of advance appropriations for passenger rail has provided critical funding to begin to bring America's intercity passenger rail system into the 21st century, make Americans safer by eliminating dangerous highway-rail grade crossings, and expand access to passenger rail vehicles and stations for people with disabilities. Predictable, long-term Federal investment enables railroads and communities to plan and deliver these vital infrastructure projects. To restore and grow our nation's passenger rail network, Congress must provide guaranteed funding for passenger rail and build upon current investment levels.

Accelerating Project Delivery

APTA greatly appreciates the BUILD America 250 Act's many policy initiatives to accelerate project delivery by eliminating statutory and regulatory barriers to advancing public transit and passenger rail infrastructure and manufacturing projects.

Reforming Capital Investment Grants

APTA strongly supports the legislation's significant reforms to the Federal Transit Administration's (FTA) Capital Investment Grants (CIG). H.R. 8870 establishes Streamlined Starts projects for a simplified CIG review and increases the limit on the total cost for such projects from \$400 million (i.e., Small Starts under current law) to \$1 billion and adjusts the limit annually. For the overwhelming number of CIG projects that will qualify under this revised threshold, these changes will significantly reduce Federal bureaucratic delays to project delivery. The bill also makes important improvements to Core Capacity authorities to better enable funding for accessibility improvements at stations and public transit system-wide improvements. Finally, APTA supports the legislation's provision allowing costs incurred by project sponsors prior to entering Project Development to qualify for Federal reimbursement.

Accelerating Project Delivery

APTA also applauds the BUILD America 250 Act's significant changes to accelerate project delivery, including:

- Authorizing advance acquisition of real property for public transit and passenger rail projects;
- Authorizing additional projects covered by National Environmental Policy Act (NEPA) Categorical Exclusions (CEs), including public transit bus shelters;
- Allowing large public transit agencies to assume responsibility for certain NEPA actions (e.g., approving CEs); and
- Authorizing simultaneous consideration of various consultation steps during Federal reviews and limiting the requirements on documentation.

Implementing Commonsense DOT Reforms

In addition, APTA appreciates H.R. 8870's many provisions to implement commonsense U.S. Department of Transportation reforms, including:

- Authorizing public transit agencies to determine the number of spare vehicles necessary for their fleets without the limitation of FTA's one-size-fits-all spare ratio policy;
- Permanently allowing States to waive the Federal Motor Carrier Safety Administration's (FMCSA) Commercial Driver's License Under the Hood testing requirement for public transit operators; and
- Expanding the authorities for innovative procurement to include goods, technologies, and software services.

Strengthening Passenger Rail

With regard to passenger rail, APTA strongly supports the BUILD America 250 Act's provisions to limit increases to the passenger rail liability cap and provide commuter rail agencies with the necessary time to make cap adjustments. APTA also appreciates the creation of an Emergency Relief program for passenger and freight rail to be administered by the Federal Railroad Administration. Finally, APTA strongly supports provisions authorizing the advance acquisition of real property for passenger rail projects and CEs for certain passenger rail projects on existing rights-of-way.

Key Policy Areas of Significant Concern

In addition to APTA's stated concerns about total guaranteed investment levels, APTA has several key policy areas of significant concern with the BUILD America 250 Act. As the Committee continues its work on the bill, APTA looks forward to working with it on areas of significant concern, including establishing a Consolidated State Block Grant Program; limiting the Federal contribution for bus procurements; and imposing new mandates on States and local public transit agencies.

Establishing a Consolidated State Block Grant Program

To improve transportation outcomes, a key pillar of [APTA's Recommendations](#) is to strengthen collaborative, local decision making. **APTA is concerned that the new Consolidated State Block Grant Program moves in the opposite direction by adding more bureaucracy and decision-makers who are often far removed from the communities served. We believe local decision-makers are best positioned to determine which public transit investments will best serve their riders and communities.** For this reason, [APTA's Recommendations](#) urge Congress to provide direct funding to public transit agencies in small urbanized areas, similar to the process for large urbanized areas. We do not understand the policy rationale underpinning the Consolidated State Block Grant Program and would like to continue to work with the Committee to ensure that it meets our shared goal of best serving communities.

Limiting the Federal Contribution for Bus Procurements

APTA also has significant concerns with the BUILD America 250 Act's provision to limit the Federal contribution for bus procurements. Since 2023, APTA, through its Bus Manufacturing Task Force, has advanced several key changes to adjust industry procurement practices that constrained cash flow at major bus manufacturers, which contributed to bus manufacturer bankruptcies and market exits. Bus production is capital intensive with long lead times, volatile input costs, and complex Buy America compliance requirements. A policy that limits cost recovery may undermine supply-chain stability and U.S. manufacturing investment.

In addition, the Bus Manufacturing Task Force has specifically addressed bus customization issues, as one factor that can lead to increased bus costs and impact the health of the limited number of U.S. bus manufacturers. Based on the work of the Bus Manufacturing Task Force, the industry is actively working to encourage the use of common, volume-supported bus designs that we believe will achieve our common objective to reduce the cost of buses and enhance competition. In fact, several foreign bus manufacturers are actively assessing their ability enter the U.S. public transit market and achieve Buy America requirements. We would like to continue to work with the Committee to achieve our shared goals of reducing the cost of buses, ensuring the health of U.S. bus manufacturers, enhancing competition, and growing manufacturing in the United States.

The Honorable Sam Graves, Chairman
The Honorable Rick Larsen, Ranking Member
May 20, 2026
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Imposing New Mandates on States and Local Public Transit Agencies

For public transit agencies, safety is a core value—a non-negotiable operating principle and promise to our riders, workers, and communities. Public transit agencies across the country have adopted a layered, multifaceted approach to public transit safety. **APTA is concerned about mandating specific safety technologies, such as fully enclosed bus workstations, in a one-size-fits-all approach. The BUILD America 250 Act specifically requires that all new buses have fully enclosed bus workstations. H.R. 8870 also establishes a Working Group to consider requiring the retrofit of existing buses with workstation barriers, which could lead to mandating new bus enclosures on more than 62,000 buses in transit agency fleets today.** Under current law, the Safety Committee of large transit agencies, which include an equal number of agency management and front-line worker representatives, are required to consider bus enclosures as part of the development of their annual Agency Safety Plan when recommended as part of an agency’s risk assessment. APTA would like to work with the Committee on Transportation and Infrastructure to explore opportunities to utilize public transit agency’s existing Safety Committee structure and Safety Management Systems to determine whether to adopt specific technologies, such as fully enclosed bus workstations, for bus procurements.

Conclusion

Public transportation creates family-wage jobs across the nation and across all sectors of the economy. The public transit industry employs more than 450,000 people directly and creates millions of additional jobs in the private sector. Seventy-seven percent of Federal public transit investment flows to the private sector—to a network of 3,000 companies in more than 1,700 communities across all 50 States.

[APTA’s 2026 Surface Transportation Authorization Recommendations](#) urge Congress to invest **\$138 billion for public transit** and **\$130 billion for passenger rail** over five years. These investments will help address the more than \$150 billion state-of-good-repair backlog, meet the growing mobility demands in our communities, and drive innovation and new technologies to enhance safety, security, and the rider experience.

Again, the BUILD America 250 Act is a great first step. We look forward to working with Congress as this legislation moves forward.

Sincerely,



Paul P. Skoutelas
President and CEO

The Honorable Sam Graves, Chairman
The Honorable Rick Larsen, Ranking Member
May 20, 2026
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cc: The Honorable David Rouzer, Chairman, Subcommittee on Highways and Transit,
Committee on Transportation and Infrastructure, U.S. House of Representatives

The Honorable Eleanor Holmes Norton, Ranking Member, Subcommittee on Highways
and Transit, Committee on Transportation and Infrastructure,
U.S. House of Representatives

The Honorable Daniel Webster, Chair, Subcommittee on Railroads, Pipelines, and
Hazardous Materials, Committee on Transportation and Infrastructure,
U.S. House of Representatives

The Honorable Dina Titus, Ranking Member, Subcommittee on Railroads, Pipelines, and
Hazardous Materials, Committee on Transportation and Infrastructure,
U.S. House of Representatives

Members, Committee on Transportation and Infrastructure, U.S. House of Representatives

TO: Chair Bagley and NVTC Commissioners
FROM: Kate Mattice, Ann McGrane, Vikram Sinha, Daniel Knickelbein and Jason Adle
DATE: May 28, 2026
SUBJECT: Report from the Chair of the Program Advisory Committee

For the June 2026 meeting, Program Advisory Committee (PAC) Chair Dalia Palchik will provide several updates on Commuter Choice and Envision Route 7 programs.

A. Commuter Choice

- Commuter Choice Briefing to the Commonwealth Transportation Board

On May 19, Executive Director Kate Mattice provided the Commonwealth Transportation Board (CTB) with a [strategic overview](#) of the Commuter Choice program, the impact the program has had on Northern Virginia and the Commonwealth since 2016 and the FY 2027-2028 I-66 Program of Projects. The Commission approved transmitting the [I-66 Program of Projects](#) to the CTB at its May 7 meeting. The CTB has final authority in approving funding for each cycle's Program of Projects which is included in the Department of Rail and Public Transportation's (DRPT) Six-Year Improvement Program (SYIP). The FY 2027-2032 SYIP is scheduled for approval by the CTB on June 17, with funding for the projects included in this cycle's I-66 Commuter Choice Program of Projects effective on July 1.

- Celebrating 10 Years of Commuter Choice

This year marks the 10th anniversary of Commuter Choice, and NVTC is celebrating this important milestone. Since the program began in 2016, Commuter Choice has invested \$212 million into 72 unique projects in Northern Virginia that have reduced congestion, provided new travel options, supported regional economic development, and improved quality of life for residents in two of the region's busiest travel corridors, I-66 and I-395/95.

To help mark this occasion, NVTC recently unveiled the [Commuter Choice Project Explorer](#), an interactive online tool with the most up to date information on Commuter Choice funded projects, allowing residents to see what the program has funded in their neighborhood. NVTC Director of Programs and Policy Ann McGrane and Commuter Choice Program Manager Daniel Knickelbein presented at the Virginia Transit Association's Annual Conference on May 19, highlighting lessons learned from a decade of investing toll revenues into transit projects on the I-66 and I-395/95 corridors. Stay tuned to NVTC's social media channels, as throughout the year staff will be highlighting past and current Commuter Choice funded projects and the benefits this important program has brought to Northern Virginia over the past decade.

▪ I-66 Needs Assessment Update

At the May Commission meeting, Commuter Choice Program Manager Daniel Knickelbein and DRPT Northern Virginia Transit Planning Manager Amy Garbarini presented on the I-66 Needs Assessment, a strategic look at the I-66 Commuter Choice and DRPT I-66 Outside the Beltway funding programs and ways to best optimize toll revenues from both programs to support short-and-long term funding needs for the I-66 corridor. A copy of the final report will be included in the Commission's July 2 meeting materials, and the Commission will be asked to accept the report at that meeting.

B. Envision Route 7 Bus Rapid Transit (BRT)

NVTC staff continue to advance planning and coordination for the [Envision Route 7 BRT](#) project. In May, NVTC staff and their consultant team:

- Attended various meetings with DMVMoves working groups and staff to provide updates on the current state of the Route 7 corridor to inform regional bus priority;
- Worked with Fairfax County staff to confirm local preferences for design and bus operations around Seven Corners; and
- Confirmed various assumptions for modeling and technical analysis for VDOT review.

Additionally, Senior Program Manager Vikram Sinha presented an update on the Envision Route 7 project at “The Future of Sustainable Transit in Northern Virginia” webinar on May 7. The event was co-hosted by the Coalition for Smarter Growth, EcoAction Arlington, Sierra Club Potomac River, Faith Alliance for Climate Action and Sustainable Mobility for Arlington. NVTC Commissioner and Arlington County Board Member Maureen Coffey provided opening remarks on the value of transit to the region, with Vikram and representatives from WMATA, DASH and Arlington County providing their insights on the importance of transit to the region. Vikram discussed how bus priority along Route 7 will benefit the region's sustainability and connectivity goals, while also informing listeners of NVTC's upcoming outreach period for the project.

The second phase of outreach for Envision Route 7 kicked off on Wednesday, May 13 and runs until June 12. Staff are visiting businesses, transit centers and important places for the local community to gather feedback and inform them about the project. This phase of outreach will inform stakeholders about the technical analysis and infrastructure scenarios that the project team is currently evaluating, including the tradeoffs between curb running and center running bus lanes.

Figure 1: Envision Route 7 Outreach Flyer

What is Envision Route 7?

We're working to make buses **faster** and more **reliable** on Route 7 between Tysons and Alexandria, traveling through Falls Church. The Northern Virginia Transportation Commission (NVTC) leads the work for the proposed Envision Route 7 bus rapid transit (BRT).

What is Bus Rapid Transit?

Bus rapid transit (BRT) seeks to make riding the bus faster and more reliable, getting buses out of traffic congestion by running in dedicated lanes, when feasible. BRT typically runs frequent service, reducing wait times for riders while larger, more protective bus shelters provide riders with comfortable spaces to wait for the bus.

What's Happening Now?

We are building on research conducted by NVTC and Fairfax County to study bus priority and BRT between Seven Corners and Mark Center/Southern Towers in Alexandria. **Last fall, we asked the community how to improve bus service along Route 7. Now, based on that initial feedback, we're gathering input on rider preferences to help shape the design of future bus priority infrastructure.**

About the Route 7 Corridor

Route 7 is home to the highest-ridership bus route in Northern Virginia and we want to make it even better. The 14-mile corridor travels through four local communities: Tysons, the City of Falls Church, Arlington County and the City of Alexandria. People living along Route 7 come from a range of nationalities, languages spoken and economic status.

Study goals:

Find out how BRT improvements would change traffic patterns between Seven Corners and the Mark Center/Southern Towers in Alexandria.

- Study traffic congestion trends.
- Identify whether BRT should serve either Southern Towers or the Mark Center in Alexandria.
- Engage with community members along Route 7 to share BRT plans and hear feedback.

This project does not make recommendations for bus operations or remove bus stops.

Other ways to improve bus service:

Bus improvements on Route 7 don't have to wait. NVTC is working with local governments to upgrade bus service now.

- Installing bus transit signal priority (TSP).
- Expanding bus bays at East Falls Church Station.
- Identifying additional projects to increase bus speeds.

Route + Study Phases

- Phase 4-0 Fairfax County, Completed
- Phase 4-1 NVTC, Completed
- Phase 4-2 NVTC, Happening Now!

We Want to Hear From You!

Source: NVTC

Like the first phase of outreach, the second phase has bus stop chats, pop-up events and will culminate with an open house. [The open house](#) is scheduled for Tuesday, June 9 from 5:00 p.m. to 7:00 p.m. at the Ellen Coolidge Burke Branch Library at 4701 Seminary Road Alexandria, VA 22304. The open house is a “drop by anytime” event allowing visitors flexibility to attend. Those who do not have the opportunity to provide feedback in person can do so online on the project website which has a pop-up that points visitors to the [feedback form](#). NVTC staff will provide a summary of the outreach collected at the July Commission meeting.

TO: Chair Bagley and NVTC Commissioners
FROM: Kate Mattice
DATE: May 28, 2026
SUBJECT: Virginia Railway Express (VRE)

At the June 2026 meeting, VRE staff will update the Commission on recent VRE activities. The Commission will be asked to take action regarding two Virginia Passenger Rail Authority (VPRA) agreements, including the Operations and Access Agreement and an amendment to the Purchase Deposit Agreement of the Amended Manassas Line Funding Agreement.

A. VRE CEO Report and Minutes

The [VRE CEO Report for May 2026](#) is attached. Due to a lack of quorum, the May 15 VRE Operations Board meeting was rescheduled to May 29. Commissioners can view the May 29 minutes via [the VRE meeting webpage](#) once they are posted after the meeting.

B. ACTION: Approve Resolution #2610: Approve the Operations and Access Agreement with VPRA for Service Over the Manassas Line with VPRA and Authorize the VRE CEO to Execute the Agreement on Behalf of the Commissions

At the May 29 VRE Operations Board meeting, the Board will be asked to recommend Commission approval of [Resolution #2610](#), which will approve an [Operations and Access Agreement](#) with the Virginia Passenger Rail Authority (VPRA) for Passenger Rail Service Over the Manassas Line. The resolution will also authorize the VRE CEO to execute the agreement on behalf of the Commissions. This Operations and Access Agreement will replace the Interim Manassas Line Commuter Rail Operations and Access Agreement with VPRA dated September 4, 2024 to allow VRE to continue to provide commuter rail service over the VPRA-acquired Manassas Line.

This agreement memorializes the current financial arrangement between the Commissions and VPRA, by which the Commissions pay to VPRA the net dispatch costs and net maintenance costs, and VPRA elects to make the full Track Access Elective Contribution to the Commissions' operating costs (whether by actual payment or by credit against amounts otherwise due from the Commissions to VPRA) pursuant to the Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees between VPRA and the Commissions dated August 4, 2022.

Background

Since 1992, the Commissions have provided commuter rail service on a route known as the VRE Manassas Line over railroad right of way owned or used by Norfolk Southern Railway Company (“Norfolk Southern”), pursuant to successive operating access agreements between the Commissions and Norfolk Southern. On August 29, 2024, the Commonwealth, acting through the Virginia Passenger Rail Authority, entered into an Amended and Restated Comprehensive Rail Agreement with Norfolk Southern, in which VPRA purchased most of territory upon which VRE runs its Manassas Line service (the “VPRA-Acquired VRE Manassas Territory”), with specific sections retained by Norfolk Southern.

In conjunction with VPRA’s acquisition of the VPRA-Acquired VRE Manassas Territory from Norfolk Southern, the Commissions entered into an Interim Manassas Line Commuter Rail Operations and Access Agreement with VPRA dated September 4, 2024 to allow VRE to continue providing commuter rail service over the VPRA-Acquired Manassas Territory under terms substantially similar to that of the 2014 Operations and Access Agreement between the Commissions and Norfolk Southern, with the exception of reducing annual costs for access and dispatching. The Interim Agreement contemplates a future VPRA-VRE Operating Agreement to be negotiated by VPRA and VRE to replace the Interim Agreement.

On April 2, 2025, the Commissions and VPRA entered into the Manassas Line Funding Agreement, which provides payment by the Commissions of \$155 million to VPRA over multiple years, and conveyance by VPRA to the Commissions of the following four property interests:

- (1) fee simple ownership of “Seminary Yard”;
- (2) fee simple ownership of the “Broad Run Corridor”;
- (3) a “Commuter Rail Operating Easement” on the VPRA-Acquired VRE Manassas Territory; and
- (4) “Commuter Rail Station Platform Easements” at the Backlick Road, Rolling Road, Burke Centre, Manassas Park, and Manassas VRE stations.

The parties have negotiated the terms of an Operations and Access Agreement that, in conjunction with rights granted by VRE’s acquisition of the four property interests, would preserve VRE’s exclusive right to operate commuter rail service over the VPRA-Acquired VRE Manassas Line Territory.

C. ACTION: Approve Resolution #2611: Approve an Amendment to Exhibit A: Purchase Deposit Agreement of the Amended Manassas Line Funding Agreement and Authorize the VRE CEO to Execute the Amendment on Behalf of the Commissions

At the May 29 VRE Operations Board meeting, the Board will be asked to recommend Commission approval of Resolution #2611, which will approve an Amendment to Exhibit A: Purchase Deposit Agreement of the Amended Manassas Line Funding Agreement to clarify the distribution of the deposit amount across the four property interests VRE is purchasing as part of the Manassas Line acquisition from the Virginia Passenger Rail Authority (VPRA).

When the Purchase Deposit Agreement was approved and executed in 2025, it contemplated a down payment of \$26 million in non-federal funding to be spread across the four property interests. The allocation of the \$26 million was designed to maximize available federal funding for each of the property acquisitions. When the Commissions approved the Purchase and Sale of Seminary Yard in March 2026, the purchase price of Seminary Yard had reduced due to a reduction in the acquisition area. Amending the Purchase Deposit Agreement to reallocate the amount of the deposit applied to Seminary Yard would allow VRE to maximize federal funding for the remainder of the purchase price of Seminary Yard.

The proposed amendment to the Purchase Deposit Agreement will not impose any additional financial requirements on the Commissions but will allow VRE to maximize federal funding for the purchase of Seminary Yard, which is anticipated to occur in June. The amount of non-federal funds reallocated from Seminary Yard in the Purchase Deposit Agreement will be applied to the deposit for the commuter rail operating easement, the last of the four property interests to close. The \$26 million deposit and \$155 million purchase price for the four property interests remain unchanged.

Background

On August 29, 2024, VPRA entered into an Amended and Restated Comprehensive Rail Agreement with NSR for the purchase of NSR's Manassas Main line and related property interests over which VRE operates its Manassas Line commuter rail service. Thereafter, in February 2025, the Commissions approved an Amended Manassas Line Funding Agreement with VPRA authorizing payment by the Commissions of \$155 million to VPRA over a five-year period to acquire four property interests from VPRA. The four property interests to be acquired from VPRA are:

- Seminary Yard in Alexandria
- The Broad Run Corridor, providing a new lead track from the Broad Run Maintenance and Storage Facility to the Manassas main line
- Permanent easements for the five existing station platforms in the VPRA-owned right of way on the Manassas Line (Backlick Road, Rolling Road, Burke Centre, Manassas Park, and Manassas)
- A permanent commuter rail operating easement along one half of the entire VPRA-owned Manassas Line

Exhibit A to the Funding Agreement was the Purchase Deposit Agreement, which detailed how a down payment of \$26 million in non-federal funds would be spread across the four property interests. This allocation assumed that non-federal funds would be used to pay 20% of the purchase price of each of the first three property interests, to maximize the use of federal grant funding for the remainder of the purchase.

In March 2026, the Commissions approved a Purchase and Sale Agreement with VPRA for the purchase of the Seminary Yard Property. The purchase price of Seminary Yard was lower than reflected in the original Purchase Deposit Agreement, because of a reduction in the acquisition area of Seminary Yard. As such, the amount allocated to the Seminary Yard down payment in the Purchase Deposit Agreement exceeds 20% of the purchase price of

Seminary Yard and would result in VRE not maximizing the amount of federal funding available to Seminary Yard. Amending the Purchase Deposit Agreement to reduce the allocation of the deposit towards Seminary Yard and spreading the remaining deposit amount to the Operating Access Easement, would allow VRE to maximize FTA grant funding for the Purchase of Seminary Yard, which is expected to close in June.

D. Agreement with National Passenger Railroad Corporation (Amtrak) for the Washington Union Station Near Term Projects

No Commission action is needed on this item and is provided as information. At its May 29 meeting, the VRE Operations Board is expected to authorize the CEO to execute an agreement with the National Railroad Passenger Corporation (Amtrak) that will commit \$1.2 million of VRE's non-federal funds to support near-term state of good repair efforts at Washington Union Station. The project consists of three components: design of a replacement crew base for the Amtrak Police Department; replacement of a digital technology communications hut; and relocation of a substation. VRE's share of the required local match for the project is \$1.2 million.

Washington Union Station serves as the northern terminus for the Fredericksburg and Manassas Lines of VRE, and VRE benefits along with other rail operators (Amtrak and MTA-MARC) from improvements to Union Station. Certain operating facilities at Union Station need to be repaired, maintained and improved in order to enhance and improve the functionality and reliability of railroad operations at the station and along the Northeast Corridor (NEC).

Amtrak has been awarded a federal grant in the total amount of \$58.8 million for the Washington Union Station Near Term Projects from the Federal Railroad Administration (FRA) to fund a FY 2024 Federal-State Partnership for Intercity Passenger Rail Grant Program (FSP-NEC). This grant funding represents 80% of the total estimated project cost of \$73.5 million. Of the \$14.7 million of required non-federal local match, Amtrak will contribute approximately \$9.5 million, MTA \$4.0 million, and VRE \$1.2 million. VRE will provide its local match contribution to Amtrak as one-time, lump sum payment following execution of the agreement.

CEO REPORT

MAY 2026



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 | MAY 2026

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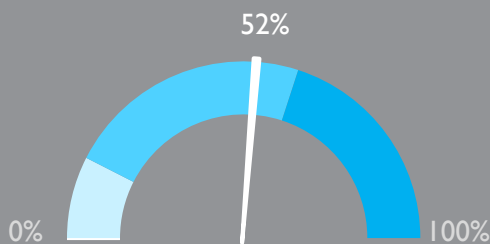
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VIRGINIA RAILWAY EXPRESS
A better way. A better life.

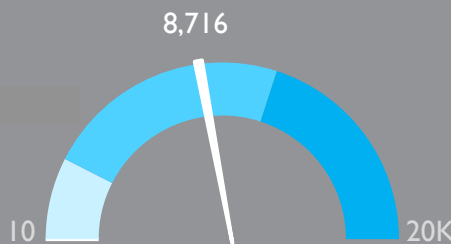


PERFORMANCE AT A GLANCE



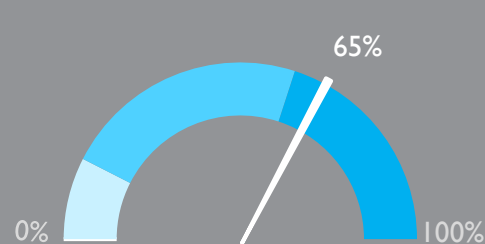
PARKING UTILIZATION

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



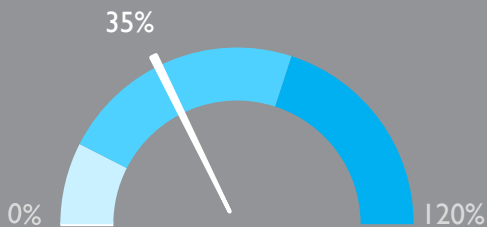
AVERAGE DAILY RIDERSHIP

The average number of boardings each operating day inclusive of Amtrak Step-Up boardings and reduced, "S" schedule, service.
Same month, previous year: 11,799



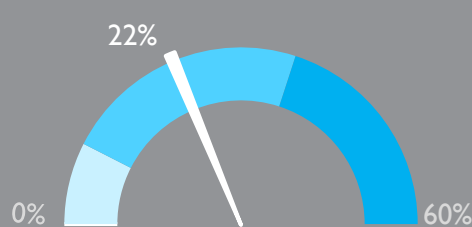
ON-TIME PERFORMANCE

Percent of trains arriving at their destination within 5 minutes of the schedule.
Same month, previous year: 78%



SYSTEM CAPACITY

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



OPERATING RATIO

Through March 2026

Year-to-date operating revenues divided by year-to-date operating expenses, which represents the share of operating costs paid by the riders.

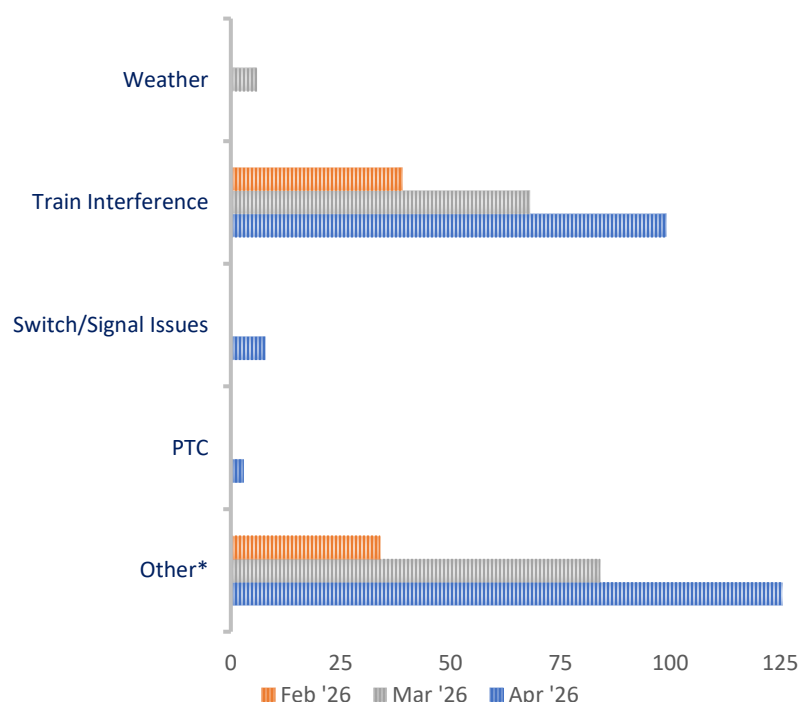
April 2026

ON-TIME PERFORMANCE

OUR RECORD

	Apr. 2026	Mar. 2026	Apr. 2025
Manassas Line	69%	77%	83%
Fredericksburg Line	61%	77%	72%
Systemwide	65%	77%	78%

PRIMARY REASON FOR DELAY



VRE operated seven hundred and four revenue trains in the month of April. The on-time rate for the month was 65 percent.

Two hundred and forty-six trains arrived more than 5 minutes late to their final destinations. Of those late trains, 110 were on the Manassas Line (45 percent), and 136 were on the Fredericksburg Line (55 percent). The average delay was 15 minutes. 20 trains were more than 30 minutes late to their destination station.

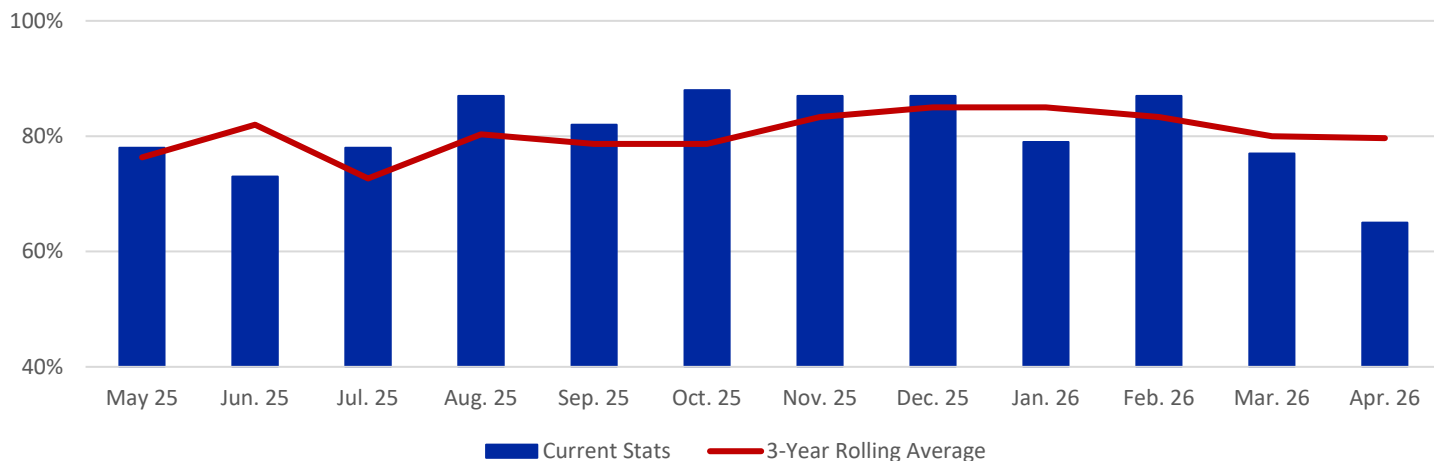
*Includes trains that were delayed due to operational testing and passenger handling.

LATE TRAINS

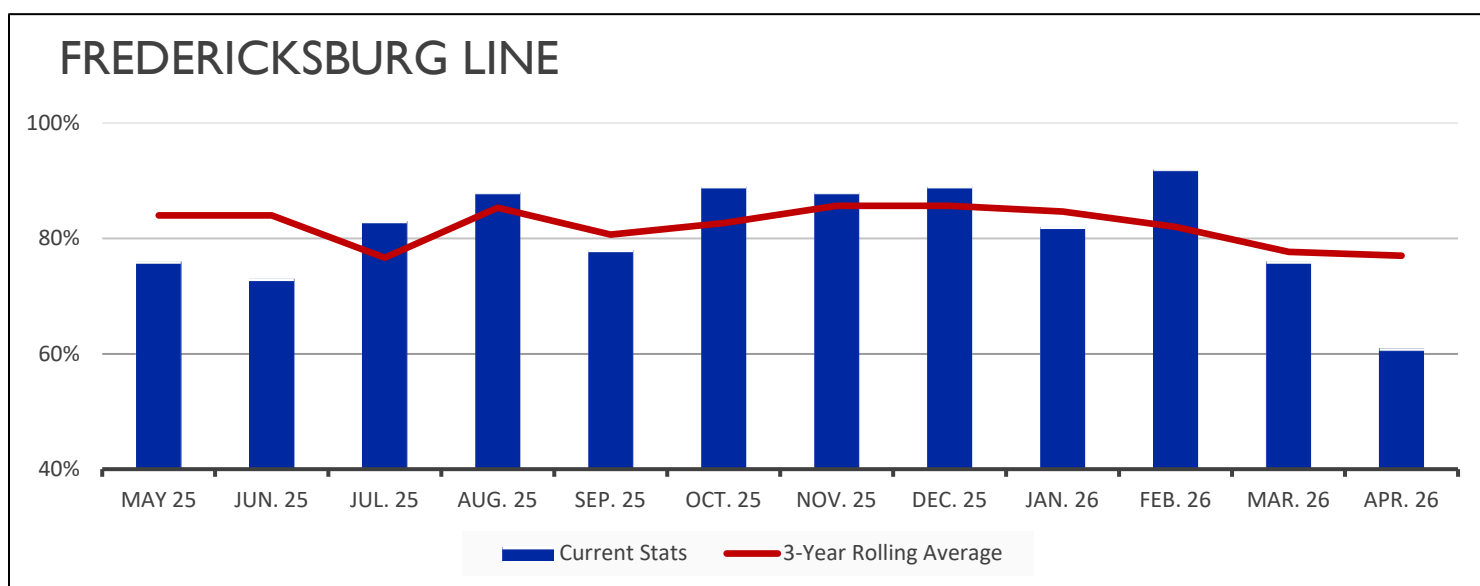
	System Wide			Fredericksburg Line			Manassas Line		
	Feb.	Mar.	Apr.	Feb.	Mar.	Apr.	Feb.	Mar.	Apr.
Total late trains	76	158	246	23	80	136	53	78	110
Average minutes late	14	16	15	13	18	16	15	14	14
Number over 30 minutes	5	21	20	1	12	12	4	9	8
Heat restrictions	0	2	5	0	2	5	0	0	0

ON-TIME PERFORMANCE

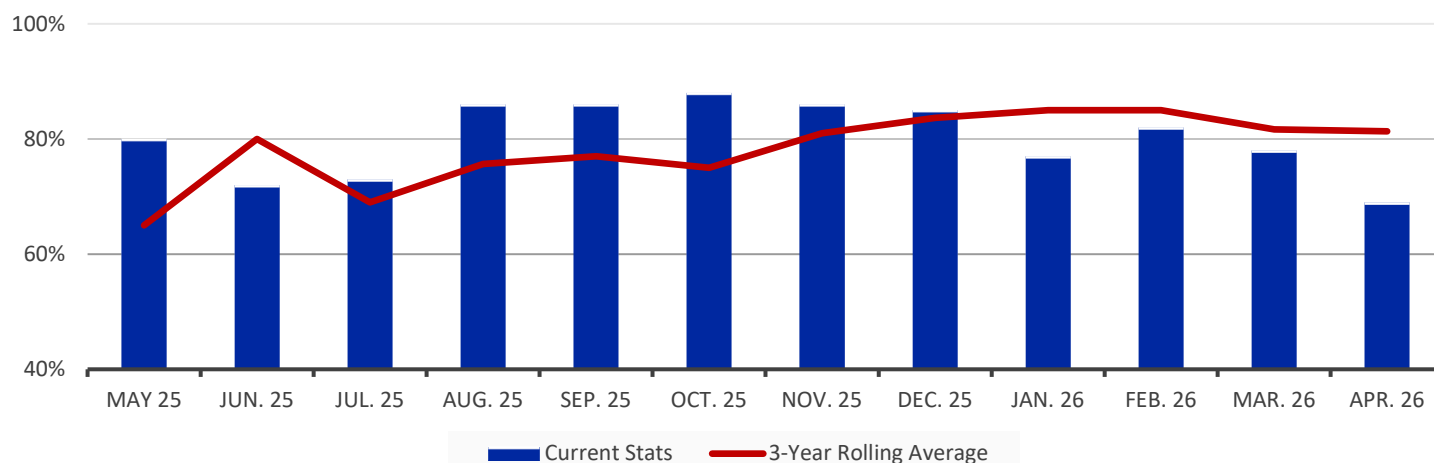
VRE SYSTEM



FREDERICKSBURG LINE

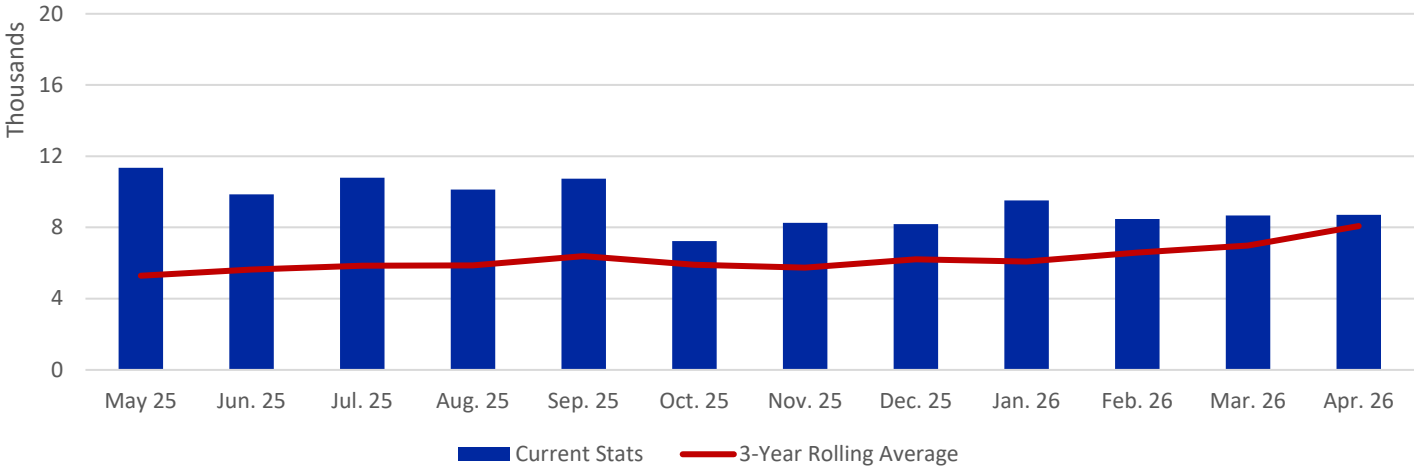


MANASSAS LINE

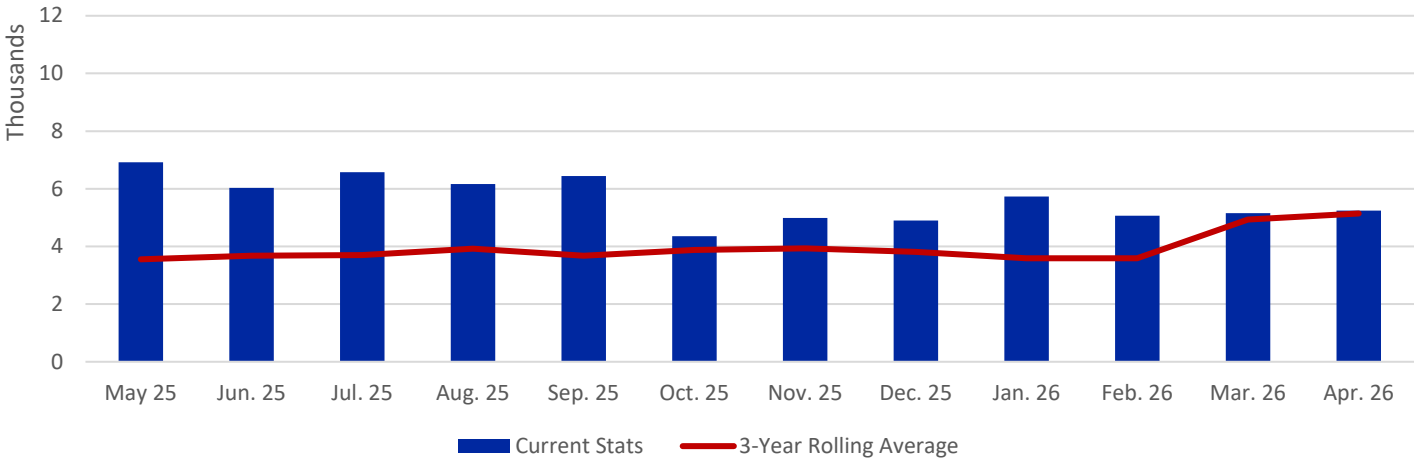


AVERAGE DAILY RIDERSHIP

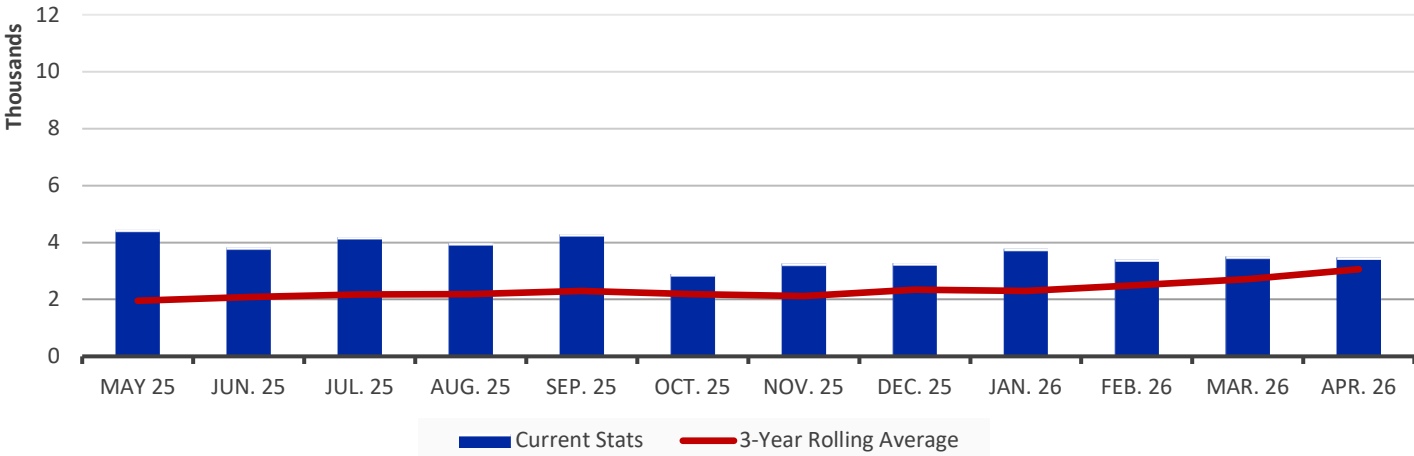
VRE SYSTEM



FREDERICKSBURG LINE



MANASSAS LINE

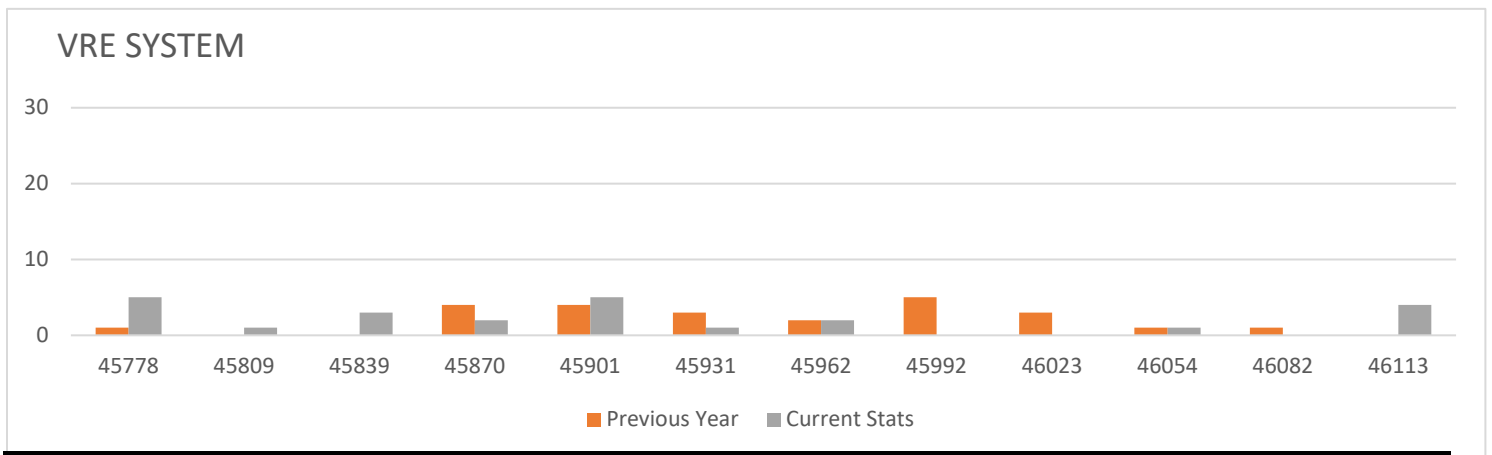


RIDERSHIP UPDATES

Average daily ridership for the month was 8,716. There were 22 service days.

	April 2026	March 2026	April 2025
Monthly Ridership	191,760	190,743	240,794
Average Daily Ridership	8,716	8,670	11,466
Bicycles on Trains	1,739	1,404	1,096
Full-Service Days	22	21	21
“S” Service Days	0	1	0

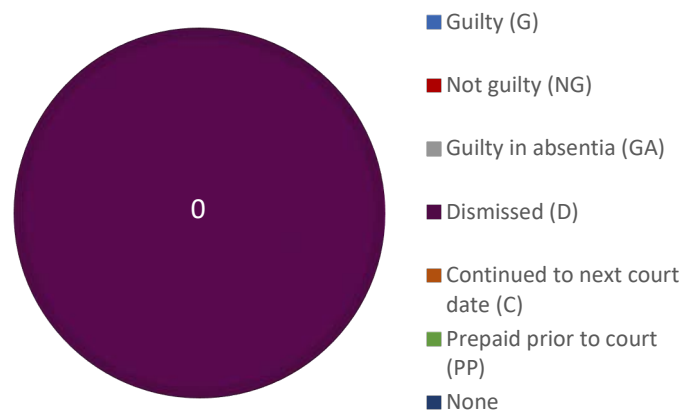
SUMMONSES ISSUED



SUMMONSES WAIVED OUTSIDE OF COURT

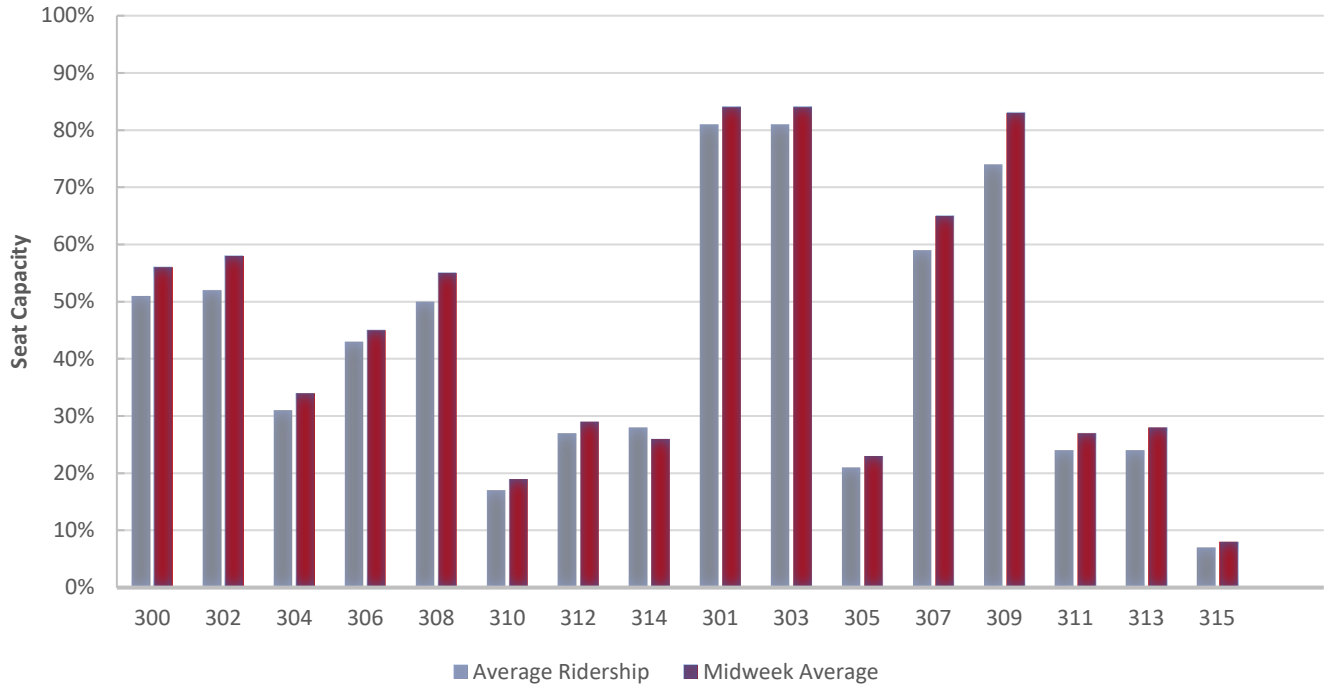
Reason for Waiver	Occurrences
Passenger showed proof of a monthly ticket	0
One-time courtesy	2
Per the request of the conductor	0
Defective ticket	0
Per ops manager	0
Unique circumstances	0
Insufficient information	0
Lost and found ticket	0
Other	0
Total Waived	2

MONTHLY SUMMONSES COURT ACTION

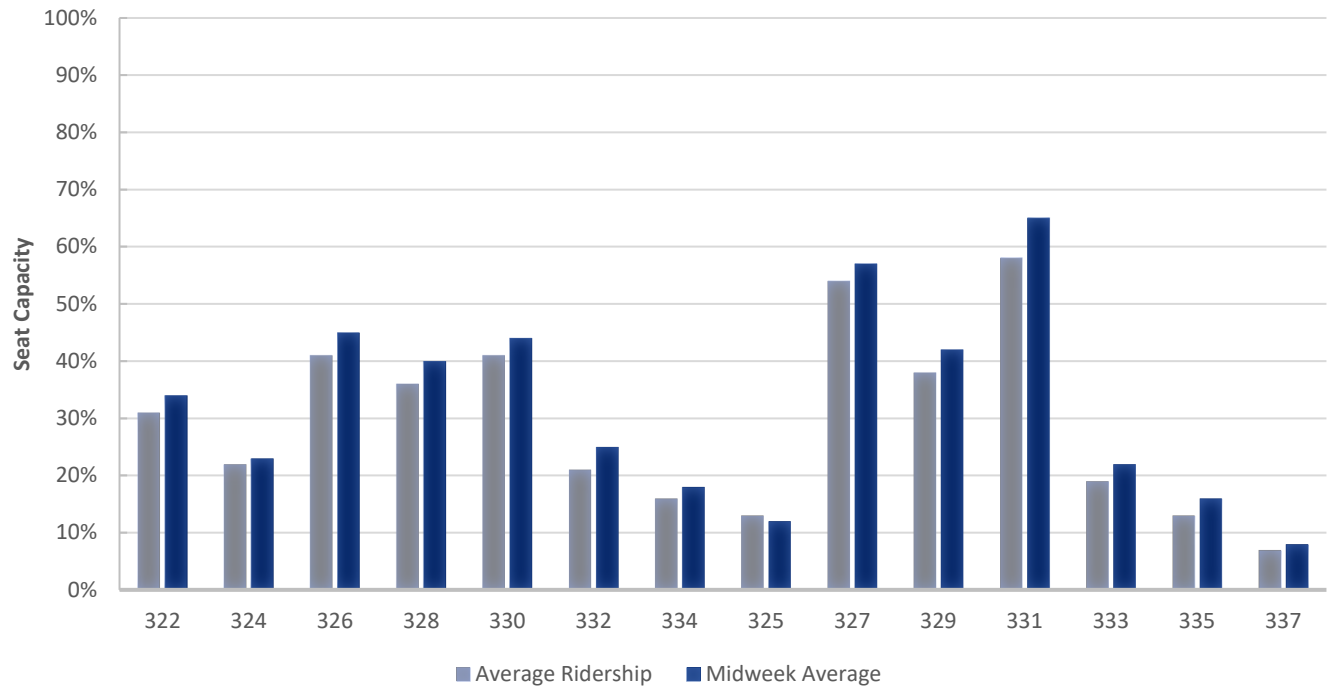


TRAIN UTILIZATION

FREDERICKSBURG LINE

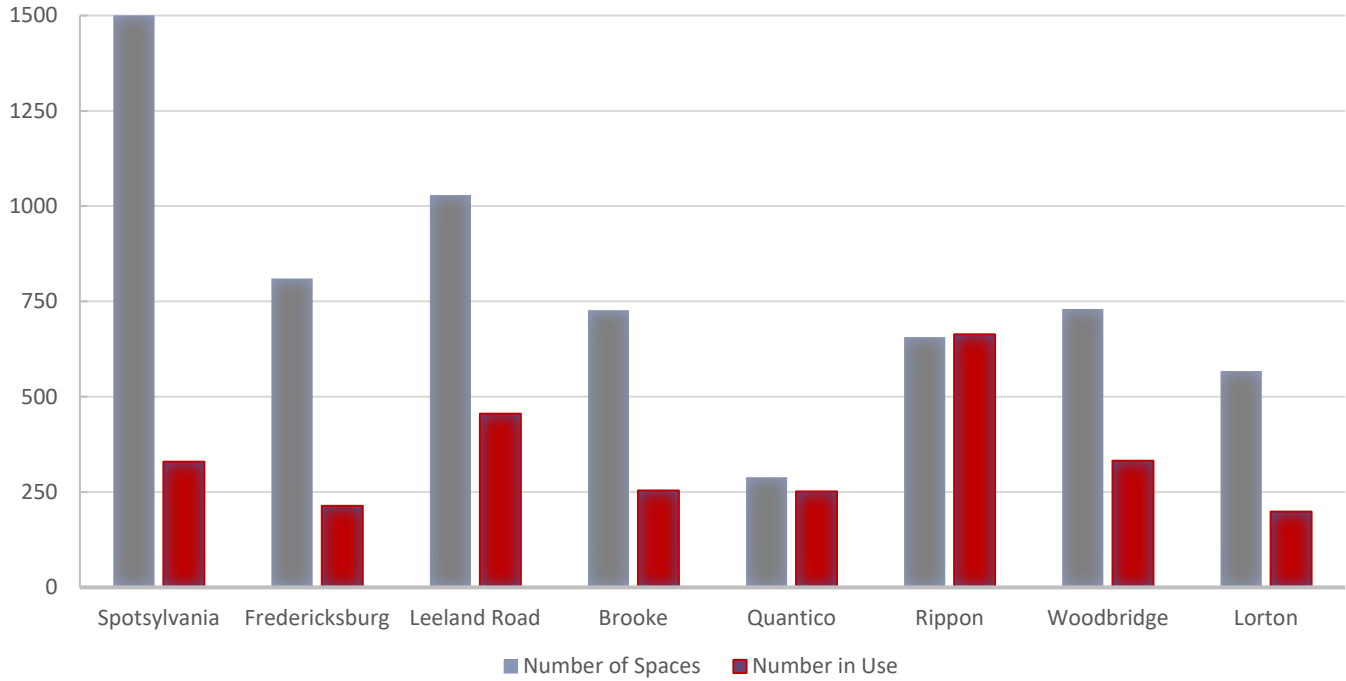


MANASSAS LINE

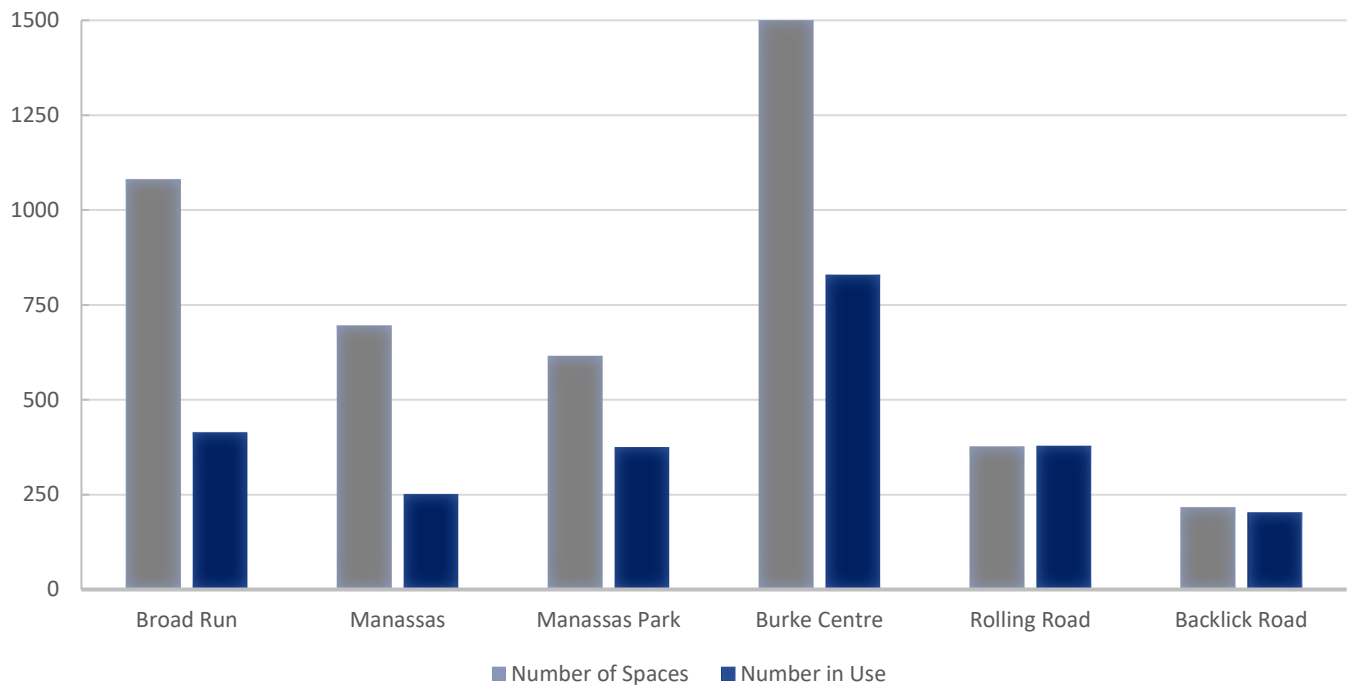


PARKING UTILIZATION

FREDERICKSBURG LINE



MANASSAS LINE



FACILITIES UPDATE

The following is a status update of VRE facilities projects.

Completed projects:

1. Replacement of existing lighting with LED fixtures at Broad Run station Airport parking lot
2. Painting of steel railing repairs at Brooke and Leeland Road stations
3. Replacement of timber pedestrian crossings at Brooke and Leeland Road stations

Projects scheduled to be completed this quarter:

1. Repairs to pedestrian bridge at Rippon station
2. Replacement of timber pedestrian crossing at Rippon station
3. Replacement of emergency generator transfer switch at Alexandria Headquarters
4. Replacement of system map signs at various stations
5. Installation of prohibition signage at various stations

Projects scheduled to be initiated this quarter:

1. Construction of temporary platforms at Crystal City station
2. Construction of temporary platforms at Lorton station
3. Rehabilitation of various elements of Rippon station
4. Repairs to platform lighting at multiple stations

Ongoing projects:

1. Modernization of elevator at Woodbridge station parking garage
2. Installation of parking count loop systems at various stations
3. Replacement of emergency generator at Alexandria Headquarters

UPCOMING PROCUREMENTS

1. Locomotive AR-10 parts
2. Locomotive exterior painting services
3. Safety and security consulting services
4. Modernization of the Woodbridge station parking garage elevator
5. Final design services for the Seminary midday storage replacement facility
6. Construction management services for the Crossroads maintenance and storage facility administrative and employee welfare building and employee parking lot project
7. Cost validation services for the L'Enfant station and 4th track improvements project
8. Construction of the Broad Run expansion project
9. Rehabilitation of wheelsets and traction motor assemblies for VRE rolling stock
10. Construction management oversight services for the L'Enfant station and 4th track improvements project

CAPITAL PROJECTS UPDATE (MAINTENANCE & STORAGE)

Project Name	Project Description	tl	Budget	Monthly Project Notes
Broad Run Maintenance and Storage Facility (MSF) Expansion	Expansion of the MSF will support increased Manassas Line service. Enhancements will include new storage tracks for additional rolling stock and reconstruction of the station platform and crew buildings.	Final Design	\$ 100,133,891.00	The design team is preparing site permit resubmission packages for the City of Manassas and Prince William County this month to address the latest round of review comments. Bids have been received for the advanced procurement of special trackwork materials, and VRE will seek Board authorization in May to execute the contract.
Crossroads Maintenance and Storage Facility (MSF) - Employee Parking	Permanent parking facility will replace gravel lot and support a future Administrative and Employee Welfare building.	Final Design	\$ 7,396,500.00	Review comments on the combined site permit package have been received from Spotsylvania County, and comment resolution is underway. Coordination with the County regarding fire access requirements remains ongoing.
Crossroads Maintenance and Storage Facility (MSF) - Administrative and Employee Welfare (AEW) Building	New 7,532 square foot AEW building will consolidate functions now spread across two small spaces and include locker rooms, conference rooms, individual offices, and a kitchen.	Final Design	\$ 14,439,741.00	Review comments on the combined site permit package have been received from Spotsylvania County, and comment resolution is underway. Coordination with the County regarding fire access requirements remains ongoing.
Seminary Yard Midday Storage Replacement Facility	New facility at former Norfolk Southern yard in Alexandria will replace VRE's current midday storage at Amtrak's Coach Yard in Washington, D.C. Amtrak requires more space in the Coach Yard to store its intercity trains. The new storage facility on the Manassas Line will provide increased flexibility for VRE.	Development	\$ 75,899,512.00	VRE held a facility design working group meeting with staff on 5/6/26 to review the pre-final concept design master plan. Phase IA track maintenance work is wrapping up this week, and VRE will soon be able to use the facility's northern entrance, providing increased operational flexibility.

CAPITAL PROJECTS UPDATE (PARKING)

Project Name	Project Description	Current Phase	Budget	Monthly Project Notes
Manassas Park Parking Expansion	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 Manassas Park's proposed transit-accessible high-density mixed-use town center.	Construction	\$ 35,262,764.00	Parking counter system installed and undergoing validation testing. Upon completion of handrail and sidewalk work at the main platform stairwell, currently for anticipated to be performed by the end of May, project to be closed out.

CAPITAL PROJECTS UPDATE (ROLLING STOCK)

Project Name	Project Description	Current Phase	Budget	Monthly Project Notes
Fleet Expansion Coaches-21 Railcars	Eleven new coaches will expand capacity on the Fredericksburg Line while 10 coaches will facilitate near-term Manassas Line capacity expansion. The coaches will be manufactured by Alstom through a joint procurement with Chicago Metra.	Final Design	\$ 84,624,563.00	Final Designs drawing packages are being reviewed. Customer First Article Inspections are taking place. Construction of first Chicago Metra Cars has started in Hornell NY.

CAPITAL PROJECTS UPDATE (STATIONS)

Project Name	Project Description	Current Phase	Budget	Monthly Project Notes
--------------	---------------------	---------------	--------	-----------------------

Alexandria Station Improvements	ADA-compliant, grade-separated pedestrian tunnel and elevator will connect the two platforms, which will be extended to accommodate eight-car trains simultaneously on three tracks. Raised platforms will eliminate the need for step-boxes. Rail bridges over King St. and Commonwealth Ave. will be replaced to improve safety.	Construction	\$ 141,308,118.00	First segment of Temporary Platform along Track 1 has been installed, with the remainder to be installed by the end of the month. Timber pedestrian crossing installed at the south end of station. Ramp from crossing to platform to follow. South temporary construction at-grade crossing installed by CSXT. Approaches to be installed by VRE contractor. North temporary crossings being installed by CSXT. Jump spans installed on Track 3. Jump spans on Tracks 2 and 1 to follow in late May and mid-June respectively.
Backlick Road Station Improvements	A 270-foot platform extension will accommodate eight-car trains. Other enhancements include a second ADA-compliant entrance, upgraded lighting and communication systems, and rehabilitation of the existing platform and canopy.	Development	\$ 8,621,823.00	VRE continues to advance review of the Basis of Design (BoD), Drainage Assessment, and draft cost estimate. In parallel, HDR has developed a Stakeholder Engagement Plan in accordance with VRE's Public Engagement Policy, which is currently under review.
Crystal City Station Improvements	An island platform at this expanded and relocated station will allow for the simultaneous boarding of two eight-car trains and accommodate VPRA's planned fourth track between AF and RO interlockings. This two-phased project is being coordinated with Arlington County's planned intermodal bridge from the station to Ronald Reagan Washington National Airport and VPRA's Long Bridge Project.	Final Design	\$ 89,582,919.00	The Draft IFB package has been received and is undergoing review. License to use adjacent property for contractor laydown space has been secured. County comments on the site plan administrative change package have been received and are being addressed. County Civil Engineering Plan package for north entrance resubmitted to County for further review. South Entrance CEP to be submitted to County by end of May. The contract for Construction Management Services is currently in the execution phase.
Franconia-Springfield Station Improvements	Both existing platforms will be extended to accommodate eight-car trains and the east platform will be widened. A pedestrian ramp and tunnel entrance to the east platform will provide access during VPRA's Franconia to Lorton Third Track project.	Final Design	\$ 32,247,202.00	Updated construction documents have been received, and consultant responses to permit intake review comments are underway. Stakeholder review of the updated drawing package is ongoing.
Leeland Road Station Improvements	A platform extension will accommodate eight-car trains. Other enhancements include a new canopy, ADA-compliant entrance, and shared-use path.	Development	\$ 12,065,300.00	VRE continues to advance review of the Basis of Design (BoD), Drainage Assessment, and draft cost estimate. In parallel, HDR has developed a Stakeholder Engagement Plan in accordance with VRE's Public Engagement Policy, which is currently under review.

CAPITAL PROJECTS UPDATE (STATIONS)

Project Name	Project Description	Current Phase	Budget	Monthly Project Notes
L'Enfant Station and Fourth Track	The expanded station will allow for the simultaneous boarding of two eight-car trains. An additional mainline track between the VA and LE interlockings will be coordinated with VPRA's Long Bridge Project.	Development	\$ 131,800,302.00	Design efforts continue to advance in parallel with the CMGC procurement process. The draft 60% design submission remains scheduled for the end of May. The CMGC Technical Evaluation Team (TET) has shortlisted four firms to proceed to the next phase of procurement. The CMGC RFP package was issued to shortlisted firms on April 24, 2026, with proposals due on May 28, 2026.

Manassas Station Improvements	An extended platform will accommodate eight-car trains and enhance pedestrian access to the station. The continuous platform will replace the at-grade crossing at Battle St., improving safety. A new 300-foot platform with a canopy will be constructed west of the station. The project will be coordinated with the Manassas Line crossover feasibility study to inform future bi-directional service to the platforms.	Development	\$ 9,124,597.00	VRE continues to advance review of the Basis of Design (BoD), Drainage Assessment, and draft cost estimate. In parallel, HDR has developed a Stakeholder Engagement Plan in accordance with VRE's Public Engagement Policy, which is currently under review.
Quantico Station Improvements	This project will construct a new center platform as well rehabilitate and lengthen the existing platform. Station access will be provided by a new pedestrian bridge over the existing tracks and the future third track. The construction of the new third track and corresponding signals will also be facilitated through the project limits.	Closeout	\$ 27,009,714.00	Final Punchlist Items being resolved. Final Change Orders being finalized and processed. Final As-Built Survey for Final Real Estate Actions being accomplished. MCBQ completing Traffic Signal/RR Signal Preemption Install and Connection. CSX to complete Quad Gate install at RR Crossing upon signal completion. Project closeout anticipated 3rd quarter calendar 2025.
Woodbridge Station Improvements	Extended platforms will accommodate eight-car trains. The project will enhance pedestrian access and support the addition of a third and fourth mainline track as proposed by the commonwealth's Transforming Rail in Virginia program.	Development	\$ 3,281,261.00	Task Order proposal requested from VRE General Planning Consultant (GPC) to initiate project development and engineering investigations. FTA FFY25 grant (CMAQ) awarded. VPRA funding agreement for non-federal state match is pending.

For more information about VRE capital projects, visit <https://www.vre.org/projects-and-studies/>



VIRGINIA RAILWAY EXPRESS

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VRE.ORG





RESOLUTION #2610

- SUBJECT:** Approve the Operations and Access Agreement with VPRA for Service Over the Manassas Line and Authorize the VRE CEO to Execute the Agreement on Behalf of the Commissions
- WHEREAS:** Since 1992, the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission (“the Commissions”) have provided commuter rail service on a route known as the VRE Manassas Line over railroad right of way owned or used by Norfolk Southern Railway Company (“Norfolk Southern”), pursuant to successive operating access agreements between the Commissions and Norfolk Southern;
- WHEREAS:** On August 29, 2024, the Commonwealth, acting through the Virginia Passenger Rail Authority (VPRA), entered into an Amended and Restated Comprehensive Rail Agreement with Norfolk Southern, in which VPRA purchased most of territory upon which VRE runs its Manassas Line service (the “VPRA-Acquired VRE Manassas Territory”), with specific sections retained by Norfolk Southern;
- WHEREAS:** On September 4, 2024, the Commissions entered into an Interim Manassas Line Commuter Rail Operations and Access Agreement with VPRA to allow VRE to continue providing commuter rail service over the VPRA-Acquired Manassas Territory under terms substantially similar to that of the 2014 Operations and Access Agreement between the Commissions and Norfolk Southern, with the exception of reducing annual costs for access and dispatching;
- WHEREAS:** The Interim Agreement contemplates a future VPRA-VRE Operating Agreement to be negotiated by VPRA and VRE to replace the Interim Agreement;
- WHEREAS:** The parties have negotiated the terms of an Operations and Access Agreement that, in conjunction with rights granted by VRE’s acquisition of four property interests from VPRA, would preserve VRE’s exclusive right to operate commuter rail service over the VPRA-Acquired VRE Manassas Line Territory; and
- WHEREAS:** The VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission does hereby approve the Operations and Access Agreement with the Virginia Passenger Rail Authority (VPRA) for Commuter Rail Service over the Manassas Line and authorize the VRE Chief Executive Officer to execute the Agreement on behalf of the Commissions.

Approved this 4th day of June, 2026.

Sarah Bagley
Chair

Maureen Coffey
Secretary-Treasurer

**PASSENGER RAIL OPERATIONS AND ACCESS
AGREEMENT**

Between

VIRGINIA PASSENGER RAIL AUTHORITY

and

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

**CONCERNING COMMUTER PASSENGER RAIL SERVICE OVER THE
MANASSAS LINE**

EXHIBIT LIST

EXHIBIT	TITLE
A	<u>THE PLAN</u> (<i>The Northern Virginia and Potomac and Rappahannock Transportation Commissions Commuter Rail Operations Liability Insurance Plan</i>)
B	<u>PASSENGER STATION FACILITIES AGREEMENT</u>

PREAMBLE

THIS PASSENGER RAIL OPERATIONS AND ACCESS AGREEMENT (“**Agreement**”) is dated [●], 2026, and is between the (i) the VIRGINIA PASSENGER RAIL AUTHORITY (hereinafter, “**VPRA**”), a body corporate and political subdivision of the Commonwealth of Virginia, and (ii) the NORTHERN VIRGINIA TRANSPORTATION COMMISSION and the POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION, bodies politic and corporate and political subdivisions of the Commonwealth of Virginia, established under the provisions of the Transportation District Act of 1964, as amended, and having principal places of business at 2300 Wilson Boulevard, Suite 203, Arlington, Virginia 22201, and 14700 Potomac Mills Road, Woodbridge, Virginia 22192, respectively (hereinafter, individually, a “**Commission**” and, collectively, the “**Commissions**”), VPRA and the Commissions hereinafter sometimes may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

EXPLANATORY STATEMENT

A. Since 1992, the Commissions have provided commuter rail service known as the Virginia Railway Express (“**VRE**”) on railroad right of way owned or used by Norfolk Southern Railway Company (“**NSR**”) beginning at the connection with CSX, A.F. Tower (and inclusive of the Conveyed Horn Track Property as defined in the 2024 CRA), M.P. 9.75 and extending in a southwesterly direction to Manassas Airport at approximately M.P. 36.23 (the “**VRE Manassas Territory**”), pursuant to successive operating access agreements between the Commissions and NSR.

B. Also since 1992, the Commissions have provided VRE commuter rail service within the railroad right-of-way generally between Washington, D.C. and Richmond (the “**RF&P Corridor**”) on railroad right-of-way originally owned by the RF&P Railroad and thereafter CSX Transportation, Inc. (“**CSXT**”) pursuant to successive operating access agreements between the Commissions and CSXT.

C. On March 26, 2021, the Commonwealth of Virginia (“**Commonwealth**”), acting through the Department of Rail and Public Transportation (the “**Department**”), entered into a comprehensive rail agreement with CSXT (the “**2021 CRA**”), subsequently assigned to VPRA, under which the Commonwealth purchased approximately half of CSXT’s interest in the railroad tracks and other railroad assets along the RF&P Corridor, splitting the RF&P Corridor longitudinally and sharing it with CSXT.

D. Also on March 26, 2021, the Commissions and the Department entered into a *Passenger Rail Operations and Access Agreement*, subsequently assigned to VPRA, permitting the Commissions to operate the VRE commuter rail services on those portions of the RF&P Corridor owned by VPRA.

E. In support of the Commonwealth’s aforesaid purchase of a portion of the RF&P Corridor, also on March 26, 2021, the Commissions entered into a *Passenger Rail Improvements and Funding Agreement* with the Department, subsequently assigned to VPRA, pursuant to which the Commissions provided a lump sum amount of funding to the Commonwealth in the total amount of approximately \$119,000,000 by issuing debt, and by agreeing to an annual paygo contribution to the Commonwealth over ten years totaling approximately \$75,000,000.

F. Thereafter, in accordance with an *Amended and Restated Comprehensive Rail Agreement* between VPRA and NSR dated August 29, 2024 (the “**2024 CRA**”), VPRA purchased most of the VRE Manassas Territory (the “**VPRA-Acquired VRE Manassas Territory**”), with the following portions of the VRE Manassas Territory retained by NSR (the “**NSR-Retained VRE Manassas Territory**”):

- (a) the “**Manassas Yard Segment**” between M.P. 32.75 and M.P. 33.6, and
- (b) the “**NSR-Retained Broad Run Tracks**” between M.P. 33.6 and the VRE Broad Run Station and adjacent VRE rail yard.

F. In conjunction with VPRA's acquisition of the VPRA-Acquired VRE Manassas Territory, the Commissions entered into an *Interim Manassas Line Commuter Rail Operations and Access Agreement* with VPRA dated September 4, 2024, and an *Operating Access Agreement* with NSR dated October 9, 2024 (the "**NSR Operating Agreement**"), in order to continue to provide VRE commuter rail service on the VPRA-Acquired VRE Manassas Territory and the NSR-Retained VRE Manassas Territory, respectively.

G. The Commonwealth, acting through the Department and thereafter VPRA, has worked collaboratively with the Commissions to increase commuter rail service in the RF&P Corridor and the VRE Manassas Territory, and also, beginning in 2009, has sponsored inter-city passenger rail transportation in the RF&P Corridor and the VRE Manassas Territory through agreements with the National Railroad Passenger Corporation ("**NRPC**"), which itself operates its own long-distance inter-city passenger rail service in the RF&P Corridor and the VRE Manassas Territory.

H. The Commonwealth desires to continue to work in partnership with the Commissions to facilitate improved inter-city and commuter passenger rail service in the RF&P Corridor and in the VRE Manassas Territory, including continuing to make the VPRA-Acquired VRE Manassas Territory available to the Commissions for VRE operations, and to facilitate the expansion of VRE service.

I. Similar to the financial support provided by the Commissions to the Commonwealth for its purchase of a portion of the RF&P Corridor, the Commissions and VPRA have entered into the *Manassas Line Funding Agreement* dated April 2, 2025 which provides for payment by the Commissions of \$155,000,000 to VPRA over multiple years and conveyance by VPRA to the Commissions of the following four property interests:

- (1) fee simple ownership of "**Seminary Yard**";
- (2) fee simple ownership of the "**Broad Run Corridor**";
- (3) a "**Commuter Rail Operating Easement**" on the VPRA-Acquired VRE Manassas Territory; and
- (4) "**Commuter Rail Station Platform Easements**" at the Backlick Road, Rolling Road, Burke Centre, Manassas Park, and Manassas VRE stations.

J. VPRA and the Commissions have agreed, as hereafter set forth, upon the terms of a new operating access agreement to replace the *Interim Manassas Line Commuter Rail Operations and Access Agreement*.¹

¹ For clarity, this agreement is contemplated by the *Interim Manassas Line Commuter Rail Operations and Access Agreement* and referred to therein as the "**Future VPRA-VRE Operating Agreement**".

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereto agree as follows:

ARTICLE ONE

DEFINITIONS

1.1 DEFINITIONS. The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement shall have the meanings hereafter specified:

2021 CRA: Defined in paragraph C of the Explanatory Statement.

2024 CRA: Defined in paragraph E of the Explanatory Statement.

Agreement: Defined in the Preamble.

Broad Run Corridor: A continuous strip of land within the VPRA-Acquired VRE Manassas Territory, currently without tracks, between approximately MP 33.6 and MP 36.23 in the City of Manassas, Commonwealth of Virginia, as is further described in instrument number 202409050047223 in the Circuit Court of Prince William County, and referred to therein as the “Broad Run Conveyed Property”.

Claim: Any and all claims, disputes, disagreements, causes of action, demands, suits, or other proceedings, in all cases related in any way to (i) the Commissions’ operation of Passenger Station Facilities or (ii) the Commissions’ provision of the Service (or failure to provide the Service) under this Agreement.

Commission(s): Defined in the Preamble.

Commonwealth: Defined in paragraph C of the Explanatory Statement.

Commuter Rail Operating Easement: An exclusive, non-transferable, permanent, perpetual, and irrevocable easement for commuter rail purposes over a defined portion of the railroad corridor between MP 32.75 and MP 9.25, including a continuous single track, which easement shall provide that the Commissions’ use of the Commuter Rail Operating Easement shall comply with this Agreement, or similar future operating agreement that replaces this Agreement between the Parties.

Commuter Rail Station Platform Easements: A series of exclusive, non-transferable, permanent, perpetual, and irrevocable easements for the use, improvement, operation, and maintenance of the Commissions’ five commuter rail station platforms located within the railroad right-of-way on the VPRA-Acquired VRE Manassas Territory at each of the Commissions’ commuter rail stations known as Backlick Road, Rolling Road, Burke Centre, Manassas Park, and Manassas, which easements shall provide that the Commissions’ use of the Commuter Rail Station Platform Easements shall comply with this Agreement, or similar future operating agreement that replaces this Agreement between the Parties.

CSXT: Defined in paragraph B of the Explanatory Statement.

Department: The Virginia Department of Rail and Public Transportation.

Division: The Division of Risk Management of the Commonwealth of Virginia.

Effective Date: The date the last Party to this Agreement executes it by signing the signature page.

Emergency: Any unplanned event within VPRA-Acquired VRE Manassas Territory that: (i) presents an immediate or imminent threat to the long term integrity of any part of the Tracks or other railroad assets, to the environment, to property adjacent to the VPRA-Acquired VRE Manassas Territory, or to the safety of rail workers, customers, or passengers; (ii) has jeopardized the safety of rail workers, customers, or passengers; (iii) is a declared state of emergency pursuant to Commonwealth or federal law; or (iv) is recognized or declared by any law enforcement agency or any other governmental entity as an emergency.

Equipment: The locomotives and cars complying with Section 2.3 of this Agreement which are at any time used by the Commissions, or either of them, or by an agent or Operator, to provide the Service over the Tracks.

Existing Service: The Service existing immediately prior to the Effective Date.

Fiscal Year: The fiscal year of the Commissions beginning July 1.

Force Majeure Event: The occurrence of any of the following events that materially and adversely affects the performance of either Party's obligations, provided that such events (or effects of such events) could not have been avoided by the exercise of reasonable caution, due diligence, or efforts by the affected Party: (a) war (including civil war and revolution), invasion, armed conflict, violent acts of a foreign enemy, military or armed blockage, or military or armed takeover of a project, in each case occurring within the Commonwealth; (b) any act of terrorism or sabotage that causes direct physical damage to VPRA-Acquired VRE Manassas Territory or otherwise directly causes interruption to construction or direct losses during operation; (c) nuclear explosion or contamination, in each case causing direct physical damage to the VPRA-Acquired VRE Manassas Territory or radioactive contamination of them; (d) riot and civil commotion on or in the immediate vicinity of the VPRA-Acquired VRE Manassas Territory; (e) flood, earthquake, hurricane, tornado and other significant storm or weather occurrence, in each case that causes directly physical damage to the VPRA-Acquired VRE Manassas Territory; (f) a pandemic; (g) federal or state declared emergency; and (h) fire or explosion not attributable to the Commissions or any Operator that directly impacts a material element of the physical improvements to the VPRA-Acquired VRE Manassas Territory.

Improvements: Changes in, additions and betterments to the VPRA Tracks or other railroad assets within the VPRA-Acquired VRE Manassas Territory with the exception of improvements to VRE Commuter Rail Stations within the limits of the Commissions' Commuter Rail Station Platform Easements.

Losses: With respect to any Virginia Indemnitee, any losses, liabilities, judgments, damages, fees (including the costs of legal defense and other legal fees), penalties, fines, sanctions, charges, or out-of-pocket and documented costs of any kind or nature, or expenses actually suffered or incurred by such Virginia Indemnitee, including as a result of any injury to or death of persons or damage to or loss of property, as a sanction assessed by a governmental or quasi-governmental entity, in all cases, (i) related in any way to the Commissions’ operation of passenger facilities, (ii) related in any way to the Commissions’ provision of the Service (or failure to provide the Service) under this Agreement, or (iii) which is exacerbated by the operation of the Service over the VPRA Tracks, or by the presence of cars, Equipment, personnel, contractors, agents, or passengers of the Commissions or an Operator on or about the VPRA-Acquired VRE Manassas Territory.

Manassas Line Funding Agreement: The agreement titled *Amended Manassas Line Funding Agreement* dated April 2, 2025, between VPRA and the Commissions pursuant to which the Commissions agree to pay to VPRA the sum of \$155,000,000 in a series of payments over a multi-year period to support VPRA’s acquisition of the VPRA-Acquired VRE Manassas Territory.

Manassas Yard Operating Easement: The easement for passenger rail operations granted by NSR to VPRA over the Manassas Yard Segment pursuant to instrument number 202409050047225 recorded in the Circuit Court for Prince William County, Virginia.

Manassas Yard Segment: Defined in paragraph E of the Explanatory Statement.

Net Dispatch Costs: VPRA’s actual costs incurred with respect to dispatch services over the VPRA-Acquired VRE Manassas Territory (inclusive of costs paid to third-party contractors allocable to such services) *minus* any amounts received by VPRA from a third party as compensation for dispatching the VPRA-Acquired VRE Manassas Territory. For clarity, “Net Dispatch Costs” shall not include any VPRA internal staff costs or overhead.

Net Maintenance Costs: VPRA’s actual costs incurred to maintain the VPRA-Acquired VRE Manassas Territory (inclusive of costs paid to third-party inspectors, contractors, and consultants directly allocable to such maintenance) *minus* any amounts received by VPRA from a third party as compensation for maintaining the VPRA-Acquired VRE Manassas Territory. For clarity, “Net Maintenance Costs” shall not include any VPRA internal staff costs or overhead.

NRPC: National Railroad Passenger Corporation.

NSR: Defined in paragraph A of the Explanatory Statement.

NSR-Retained Broad Run Tracks: Defined in paragraph E of the Explanatory Statement.

NSR-Retained Broad Run Tracks Trackage Rights: The trackage rights enjoyed by VPRA over the NSR-Retained Broad Run Tracks pursuant to Section 8.1(a)(v) of the 2024 CRA. For clarity, the NSR-Retained Broad Run Tracks Trackage Rights allow VPRA to use the NSR-Retained Broad Run Tracks for, *inter alia*, commuter rail service prior to the construction of a dedicated track leading into the Passenger Station Facility at Broad Run Station, and the rail yard in the vicinity of such station.

NSR Operating Agreement: Defined in paragraph F of the Explanatory Statement.

NSR-Retained VRE Manassas Territory: Defined in paragraph E of the Explanatory Statement.

Operator: Any person, firm, corporation, or other legal entity contracting with or utilized by the Commissions to operate all or any part of the Service or to be responsible for providing and supervising on-train personnel for operation of the Equipment and Trains.

Party and Parties: Defined in the Preamble.

Passenger Station Facilities: Passenger stations, station platforms, and certain additional, ancillary facilities located on platforms, within the VPRA-Acquired VRE Manassas Territory, including, among others, canopies, elevators, stairways, and elevated walkways used by the Commissions for the Commissions to pick up and discharge passengers in their provision of the Service. The Passenger Station Facilities themselves are owned and operated by the Commissions, and are located on parcels of real property owned by VPRA. The Passenger Station Facilities are listed in the Commuter Rail Station Platform Easements and the Passenger Station Facilities Agreement.

Passenger Station Facilities Agreement: The separate *Passenger Station Facilities Agreement* between the Commissions and VPRA, specifying the Commissions' responsibilities for the operation and maintenance of those Passenger Station Facilities located within the Commuter Rail Station Platform Easements and enumerated in **EXHIBIT B** (*Passenger Station Facilities Agreement*), as amended from time to time.

Plan: *The Northern Virginia and Potomac and Rappahannock Transportation Commissions Commuter Rail Operations Liability Insurance Plan* established by the Division in accordance with Section 2.2-1839 of the Code of Virginia, and attached hereto as **EXHIBIT A** (*The Plan*), as such may be amended from time to time.

Protected Base Commuter Service: The following commuter rail service over the VRE Manassas Territory and continuing to destinations at Alexandria, VA, Crystal City, L'Enfant Plaza, or Washington Union Station:

APPLICABLE DATE	NUMBER OF DAILY ROUNDRIPS
Prior to March 24, 2021	8
After March 24, 2021 and before VPRA completes its Phase 1 projects	9
After VPRA's completion of its Phase 1 projects (as defined in the 2021 CRA) and before its completion of its Phase 2 projects (as defined in the 2021 CRA)	12

After VPRA’s completion of its Phase 2 projects (as defined in the 2021 CRA)	14
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RF&P Corridor: Defined in paragraph B of the Explanatory Statement.

Seminary Yard: The set of non-mainline tracks within the VPRA-Acquired VRE Manassas Territory east of Cameron Run and just east of switches at approximately MP 10.76 and extending eastward for a distance of approximately 1.51 miles to MP 9.25. Seminary Yard is bounded by CSXT to the north and east and by the Washington Metropolitan Area Transit Authority to the south. For the avoidance of doubt, Seminary Yard does not include the Conveyed Horn Track Property (as defined in the 2024 CRA) and excludes the mainline VPRA Track, which is the northernmost track immediately north of the Seminary Yard. Seminary Yard does not include any property east of MP 9.25, and includes no property east of the CSXT operating station and control point called “AF Tower.” Seminary Yard will be more specifically described in the deed that transfers Seminary Yard from VPRA to the Commissions.

Service: The commuter passenger rail service operating within the VRE Manassas Territory by the Commissions under the authority granted by the NSR Operating Access Agreement and the Commuter Rail Operating Easement and in accordance with the terms of this Agreement. Service includes the movement of Trains operated at the times, between the mile posts, with the frequencies, and Equipment specified in the Service Plan, and the movement of Special Trains allowed pursuant to Section 3.2. Service may be amended at any time by written agreement of the Parties in accordance with Section 2.5 of this Agreement.

Service Plan: The contemporaneous, mutually-agreed table with respect to the Service, depicting schedules, frequencies, routes, stops, days of service, and other key information relevant to the Service. The Service Plan may be modified at any time by mutual agreement of the Parties.

Special Train: Any Train that is in addition to the regularly-scheduled commuter passenger rail service permitted under this Agreement, such as excursion trains or tourist trains, in each case as may be allowed pursuant to Section 3.2 of this Agreement.

Standard Structure. The standard financial arrangement between the Parties with respect to the costs of the Service, under which arrangement the Commissions pay to VPRA the Net Dispatch Costs and Net Maintenance Costs, and VPRA elects to make the full Track Access Elective Contribution to the Commissions’ operating costs (whether by actual payment or by credit against amounts otherwise due from the Commissions to VPRA) pursuant to the *Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees* between VPRA and the Commissions dated August 4, 2022.

Train: A locomotive unit, or more than one unit coupled, with or without cars, whether or not carrying passengers, having not less than 4.0 horsepower per trailing ton, displaying markers or carrying an end of train device, and capable of adhering to the schedule standards specified for the Service.

Trust Fund: The Commuter Rail Operations Liability Insurance Trust Fund administered by the Division pursuant to the Plan.

Virginia Indemnitee(s): The Commonwealth of Virginia, the Department, VPRA, and any of the officers, directors, employees, agents, or servants of such entities.

VPRA: Defined in the Preamble.

VPRA-Acquired VRE Manassas Territory. Defined in paragraph E of the Explanatory Statement. For the avoidance of doubt, the VPRA-Acquired VRE Manassas Territory includes the Conveyed Horn Track Property as defined in the 2024 CRA.

VPRA Tracks: The railroad tracks that are included within the VPRA-Acquired VRE Manassas Territory, including but not limited to signaling facilities and any new railroad tracks constructed by the Commonwealth. The VPRA Tracks shall include such other parallel or related railroad operating facilities of the Commonwealth, VPRA, or an agency, authority, or other instrumentality thereof as may, at the instruction of VPRA from time to time, be temporarily used for the operation of the Service. The rail facilities within the definition of VPRA Tracks may be further changed at any time by written agreement of the Parties. The VPRA Tracks shall not include Passenger Station Facilities located within or proximate to the VPRA Tracks.

VRE: Defined in paragraph A of the Explanatory Statement.

VRE Manassas Territory: Defined in paragraph A of the Explanatory Statement.

ARTICLE TWO

CONDITIONS

2.1 Other Operating Agreements. The Commissions acknowledge that they have executed separate agreements with CSXT, NSR, and NRPC, which agreements grant the Commissions the right to operate commuter passenger rail service over the lines of each of those railroads. The Commissions shall promptly provide VPRA with current copies of such agreements and any subsequent amendments thereto, upon the execution of such agreements or amendments.

2.2 Operator. The Commissions shall not self-operate the Service, but shall operate the Service through one or more Operators. The Commissions will be free to select an Operator at their discretion based upon criteria designed to obtain an Operator qualified to operate trains on property of Class One railroads. The Commissions shall ensure that the Operator complies at all times with all applicable provisions of this Agreement. The Commissions shall not have the right to assign this Agreement or any portion hereof to any other person or entity, or to permit any person or entity other than an Operator to exercise such rights or enter upon the property of VPRA without the written consent of VPRA. The retention of an Operator by the Commissions shall not relieve the Commissions of any of their obligations under this Agreement. If at any time an Operator becomes unacceptable to VPRA based upon the Operator's qualifications to operate trains on property of Class One railroads, VPRA shall notify the Commissions and the Parties shall thereafter meet and confer within a reasonable time to develop a mutually-agreed resolution to the objections raised by VPRA, which resolution may include removal and replacement of the Operator.

2.3 Inspection of Equipment. VPRA shall have no responsibility, but shall have the right, to perform an audit-style inspection (*i.e.*, a spot inspection and not a comprehensive inspection), itself or through a contractor, of any Equipment of the Commissions used on VPRA's property in the provision of the Service to ensure compliance with this Agreement and applicable law. Such inspections shall be at VPRA's sole cost and expense, shall not unreasonably interfere with the Commissions provision of the Service, and shall not be done more than once each year. Further, such inspections shall be done on not less than sixty (60) days prior notice in writing. However, the Parties agree that any such inspection shall not be construed to shift any liability for any such Equipment from Commissions to VPRA, nor shall any such inspection be construed to reduce the Commissions' duty to indemnify the Virginia Indemnites under Article Nine. VPRA shall have no responsibility to maintain, service, or repair any of the Equipment of the Commissions, but all such Equipment shall at all times comply with applicable federal (including without limitation the federal *Locomotive Inspection Act* and the *Federal Safety Appliance Acts*, each as amended, and with all regulations adopted pursuant to either Act), state, and local laws, regulations and requirements.

2.4 Operating and Safety Rules. (a) Operation of the Service shall at all times comply with NSR's operating rules, safety rules, instructions, and other regulations until VPRA provides written notice to the Commissions that VPRA intends to adopt operating rules that are different than, or supplemental to, NSR's operating rules. Such operating rules, safety rules, instructions, and other regulations shall not apply to the Passenger Station Facilities and shall be consistent with

the purpose of ensuring the safety and efficiency of rail operations over the VPRA Tracks, shall be applied uniformly to all passenger rail operations to the fullest extent reasonably possible, and shall not unreasonably interfere with the provision of the Service. Prior to implementing any such different or supplemental operating rules, VPRA shall (i) provide such different or supplemental operating rules to the Commissions and provide the Commissions no less than 60 days to review and comment on such rules, (ii) meet and confer with the Commissions with respect to any comments submitted to VPRA by the Commissions with respect to such rules, and (iii) upon finalization of such rule, including after resolution of any comments submitted by the Commissions, provide no less than 365 days' advanced notice to the Commissions prior to the effective date of any such different or supplemental operating rules as applied to the VPRA-Acquired VRE Manassas Territory. The Commissions shall comply fully with the applicable laws, regulations or rules, whether federal, state, or local, covering the operation, maintenance, condition, inspection, testing, or safety of personnel or Equipment employed in the maintenance and operation of any of the Trains. The Commissions shall ensure that an Operator, and all personnel of an Operator who are present on the Equipment at any time shall comply fully with the foregoing.

(b) Operating Personnel. The Commissions shall ensure that all persons operating Equipment or Trains over the VPRA Tracks are fully competent, trained, and qualified for the tasks they are performing in accordance with standards applicable to operation of trains on property of Class One railroads.

(c) Radios. The Commissions, at their sole expenses, shall obtain, install, and maintain, in all locomotives used with Commission's Trains operating over the VPRA Tracks, functioning radios to transmit and receive appropriate frequencies, as necessary.

(d) Investigations. Any investigation or hearing concerning the violation of any operating rule or safety rule of VPRA by any of the employees of the Commissions or of their Operator may be attended by any official of the Commissions or of the Operator designated by the Commissions.

(e) Right to Exclude Personnel. VPRA shall have the right to exclude from the VPRA Tracks any employee of the Commissions or their Operator found to be in violation of applicable law. The exercise of such right, and any and all Losses that may arise therefrom shall be excluded from the indemnification provisions of Article Nine of this Agreement when such an employee is excluded by VPRA.

2.5 Modifications to Service. With respect to the VPRA-Acquired VRE Manassas Territory (inclusive of the VPRA Tracks), VPRA retains exclusive authority to approve or reject any proposed modification to the Service after giving reasonable consideration to the following factors, among others, as they relate to the VPRA-Acquired VRE Manassas Territory: existing and planned inter-city passenger rail service, commuter rail market and demand studies, rail traffic congestion, on-time performance patterns and trends, rail line capacity, and efficient utilization of public resources (including additional maintenance or other costs). In addition, VPRA retains the right to require the construction of additional Improvements, and appropriate compensation, whenever the Commissions propose modifications to the Service or to their scheduled operations, provided such additional Improvements are necessary to enable the requested modifications to the

Service or scheduled operations. VPRA may elect to, or may request the Commissions to, use modeling or other methods to determine whether additional Improvements are needed to support any proposed modifications to the Service. However, in the event of an Emergency that requires a short-term modification to the Service for which prior approval cannot be obtained reasonably, the Commissions may make such reasonable modifications as are necessary to continue the Service in a safe and reliable manner in coordination with the entity that is responsible for dispatching the relevant portion of VPRA Tracks. If the Commissions implement such a short-term modification, they shall: (i) within 24 hours of the event or occurrence giving rise to the Emergency conditions notify VPRA of the Emergency in writing, and (ii) within five business days of the event or occurrence giving rise to the Emergency conditions provide to VPRA for its approval a written plan to continue the Service in a safe and reliable manner for the expected duration of the Emergency condition, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the Commissions shall have the right to annul Trains and to provide less than the full Service for limited periods necessitated by unforeseen circumstances including but not limited to weather events, Equipment malfunctions, conflicts with NRPC, freight, and other trains, and government holidays and work cancellations. In addition, the Parties acknowledge that they will agree on temporary changes to the Service to accommodate active construction projects, which changes will be agreed by the Parties at the time based on the needs of each construction project.

2.6 Regulatory Approvals. In the event that operation of any portion of the Service requires the prior approval of or exemption from regulations by the Surface Transportation Board, the Federal Railroad Administration, or any other governmental agency, securing such approval or exemptions shall be the exclusive responsibility of the Commissions. VPRA will make reasonable efforts to support the actions which the Commissions may initiate pursuant to this Section.

2.7 Other Trains. VPRA shall in no event be responsible for or liable to the Commissions, or its Operator, or any passenger for the consequences of any delays or cancellations of the Service due to conflicts with NSR's freight service, NRPC's inter-city passenger service, weather, labor difficulties, track or equipment failure, conflicting schedules or missed connections of NRPC trains or of trains of NSR, or from other causes. Notwithstanding the foregoing, prior to and after VPRA exercises corresponding dispatch rights, VPRA acknowledges the importance to the Commissions' commuter rail service of on-time performance and agrees to endeavor to provide an average monthly on-time performance of ninety percent (90%) within the VPRA-Acquired VRE Manassas Territory and, to the extent reasonably possible, the entire VRE Manassas Territory. In the event an average on-time performance of ninety percent (90%) is not met in any month, the Parties shall meet during the next month to discuss the reasons why the aforesaid on-time performance average was not met and what steps can be taken to meet or exceed that average.

2.8 Improvements. The Commissions at any time may propose to VPRA Improvements to the VPRA-Acquired VRE Manassas Territory. Upon such a proposal being made the Parties will confer to discuss whether to develop such proposed Improvements, cost sharing for such proposed Improvements, and other related issues. However, no Improvements will be made to the VPRA-Acquired VRE Manassas Territory without the express written consent of VPRA. In making its decision, VPRA shall give reasonable consideration to the following factors, among others, as they relate to the VPRA-Acquired VRE Manassas Territory: existing and planned

inter-city passenger rail service, commuter rail market and demand studies, rail traffic congestion, on-time performance patterns and trends, rail line capacity, and efficient utilization of public resources (including additional maintenance or other costs). For purposes of clarity, the foregoing shall not apply to improvements to the Commissions' Passenger Station Facilities within the Commissions' Commuter Rail Station Platform Easements.

ARTICLE THREE

ACCESS

3.1 Commissions' Access Rights; Exclusivity. VPRA hereby grants to the Commissions, subject to the terms of the Commuter Rail Operating Easement and the terms and conditions of this Agreement, the right to use (i) the VPRA-Acquired VRE Manassas Territory, including the VPRA Tracks, and (ii) (subject to the terms and conditions of both the Manassas Yard Operating Easement and the NSR-Retained Broad Run Tracks Trackage Rights, as applicable) the NSR-Retained VRE Manassas Territory, in both cases with the Trains to provide the Service, as such may be amended from time to time by agreement of the Parties. For the duration of the Commuter Rail Operating Easement, and subject to compliance with this Agreement, the Commissions shall have the exclusive right to operate commuter rail service using the VPRA-Acquired VRE Manassas Territory, including the VPRA Tracks, and shall be the sole provider of such services on the VPRA-Acquired VRE Manassas Territory, including the VPRA Tracks, unless otherwise agreed by the Commissions and VPRA. However, the Commissions' exclusive right to operate commuter rail service will be suspended in the following circumstances.

(a) If VPRA achieves the right to introduce any components of the Protected Base Commuter Service and provides written notice of such to the Commissions, and the Commissions are unwilling or unable to commence such services pursuant to the Standard Structure by the end of the first fiscal year that begins on the next-occurring July 1 after such written notice, then VPRA may, upon written notice to the Commissions, elect to use any unused but available slots for intercity or commuter rail services through a provider other than the Commissions. However, VPRA may not elect to provide commuter rail services through a provider other than the Commissions in any year in which VPRA does not make the full Track Access Elective Contribution to the Commissions' operating costs as provided by the *Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees* between VPRA and the Commissions dated August 4, 2022. For clarity, VPRA's forgiveness of 84% of the Net Dispatch Fees (if applicable) and Net Maintenance Fees under Sections 5.1(b) and (c), respectively, will be considered the VPRA Track Access Elective Contribution for the relevant fiscal year with respect to the VRE Manassas Territory.

(b) If VPRA determines, after giving reasonable consideration to the following factors, among others, as they relate to the VPRA-Acquired VRE Manassas Territory: existing and planned inter-city passenger rail service, commuter rail market and demand studies, rail traffic congestion, on-time performance patterns and trends, rail line capacity, and efficient utilization of public resources (including additional maintenance or other costs), that commuter rail service, in addition to the Protected Base Commuter Service, over the VPRA-Acquired VRE Manassas Territory should be operated, then VPRA shall provide written notice of such determination to the Commissions and the Commissions shall have ninety (90) days to provide a written response to VPRA stating whether the Commissions are able and willing to commence such additional commuter rail service under the Standard

Structure. To the extent the Commissions are unable or unwilling to commence such additional commuter rail service pursuant to the Standard Structure, then the Parties shall negotiate in good faith with the goal of agreeing on a financial arrangement other than the Standard Structure that would apply to the additional requested service. If, after good faith negotiations, the Parties are unable to agree on an alternative financial arrangement, then VPRA may request from the Commissions a written best-and-final offer with respect to the costs associated with the additional requested service (a “**New Service BAFO**”), which the Commissions shall provide within 20 days after VPRA’s request. Thereafter, VPRA may (but shall have no duty to) solicit bids from one or more other providers for the same additional requested service requested from the Commissions. Upon receipt of any such bids, VPRA may accept a bid from another provider, and contract with that provider for the additional requested service unless the corresponding New Service BAFO constitutes the lowest responsive bid with respect to the additional requested service, in which case VPRA may elect to either cancel its request for the additional service, or contract with the Commissions for the provision of the additional service pursuant to the corresponding New Service BAFO. However, VPRA may not elect to provide commuter rail services through a provider other than the Commissions in any year in which VPRA does not make the full Track Access Elective Contribution to the Commissions’ operating costs as provided by the *Master Funding Agreement for VPRA Track Access Elective Contributions for VRE Track Access Fees* between VPRA and the Commissions dated August 4, 2022. For clarity, VPRA’s forgiveness of 84% of the Net Dispatch Fees (if applicable) and Net Maintenance Fees under Sections 5.1(b) and (c), respectively, will be considered the VPRA Track Access Elective Contribution for the relevant fiscal year with respect to the VRE Manassas Territory.

3.2 Special Trains. In addition to the rights stated in Section 3.1 above, VPRA may permit the operation of Special Trains by the Commissions in addition to those set forth in Service Plan, as well as those necessary to qualify an Operator, provide employee training, and test Equipment and Trains, which permission shall not be unreasonably withheld. The Commissions shall submit their requests for Special Trains in writing to VPRA at least seven business days prior to the proposed date of operations. No Special Train shall be run without the prior written agreement of VPRA and the Commissions and on reasonable terms and conditions and with such proof of insurance and indemnification as are satisfactory to VPRA but not more than those provided for in Article Nine.

3.3 Passenger Station Facilities Agreement. Contemporaneously with the execution and delivery of this Agreement and the conveyance by VPRA to the Commissions of the Commuter Rail Station Platform Easements, VPRA and the Commissions will execute and deliver the Passenger Station Facilities Agreement in substantially the form of **EXHIBIT B** (*Passenger Station Facilities Agreement*), which agreement shall specify the Commissions’ responsibilities for the operation and maintenance of each of the Passenger Station Facilities enumerated in that exhibit. It is contemplated that the Passenger Station Facilities Agreement may be amended or

restated concerning the construction, maintenance, and use, during the term of this Agreement, of additional and modified Passenger Station Facilities. The Passenger Station Facilities Agreement and other amendments or restatements shall impose no liability on VPRA (or its officers, agents, or employees).

ARTICLE FOUR

TERM

4.1 Effective Date and Expiration. This Agreement shall become effective and shall commence as of the Effective Date, and unless terminated earlier in accordance with its provisions, or with the written consent of both Parties, shall continue in effect until the Commissions cease to operate the Service. At or about the fifth anniversary of this Agreement, and every fifth year thereafter, representatives of the Commissions and VPRA shall meet to review operation of this Agreement and discuss possible modifications thereof. Modifications agreed upon by the Parties shall be set forth in a written amendment to this Agreement signed by the Parties.

4.2 Termination by Commissions. The Commissions shall have the right to terminate this Agreement only (i) if (whether due to lack of funding, inability to obtain the required insurance, or otherwise) they become unable to provide the Service, and (ii) upon twelve (12) months' prior written notice to VPRA. Upon any such termination notice delivered to VPRA, the Commissions shall cooperate with VPRA, and if VPRA elects to procure a replacement entity to provide the Service, use their best efforts to assist VPRA to procure such replacement entity, with any necessary modifications to the Service. VPRA shall have a right of first refusal (but not the duty) to purchase any Equipment and/or Passenger Station Facilities sold by the Commissions after the delivery of a termination notice to VPRA, subject to the claims, if any, of the Commissions' creditors and federal, state, and regional grant authorities.

4.3 Liabilities after Termination. Termination or expiration of this Agreement for any cause shall not relieve any of the Parties hereto from any obligations or liabilities accrued under this Agreement as of the time such termination becomes effective. Without limiting the foregoing, it is specifically recognized that any obligation on the part of a Party to assume financial responsibility, to indemnify and insure or to make a payment of money shall survive termination or expiration of this Agreement. It is further recognized that grant funding providers of the Commissions, including but not limited to the Federal Transit Administration and the Federal Railroad Administration, may retain an interest in Improvements, including improvements to VRE station platforms within the Commissions' Commuter Rail Station Platform Easements, funded in whole or in part with grant funds, which interests shall run with the Improvements upon termination or expiration of this Agreement.

ARTICLE FIVE

PAYMENT

5.1 General Premise. (a) The premise upon which VPRA and the Commissions have agreed to the Service pursuant to this Agreement is that VPRA will permit operation of the Service (i) over the VPRA Tracks and the VPRA-Acquired VRE Manassas Territory, and (ii) (subject to the terms and conditions of both the Manassas Yard Operating Easement and the NSR-Retained Broad Run Tracks Trackage Rights, as applicable), over the NSR-Retained VRE Manassas Territory, with the following condition: Virginia Indemnitees will incur no Losses or potential Losses arising from the Service (or failure of Commissions to provide the Service) in any way and the Commissions will indemnify the Virginia Indemnitees against any Losses or potential Losses, and will defend any Claims, related to the Service, in accordance with and as more fully described in Article Nine.

- (b) **Compensation for Dispatch.** While NSR performs dispatch services over the VPRA-Acquired VRE Manassas Territory, the Commissions shall pay directly to NSR compensation for dispatch services with respect to the Service on the VRE Manassas Territory and VPRA may elect to contribute up to 84% of such costs each fiscal year. Once VPRA elects to undertake dispatch services over the VPRA-Acquired VRE Manassas Territory, VPRA shall be entitled to seek reimbursement from the Commissions, and the Commissions shall reimburse VPRA, for the Net Dispatch Costs. Such reimbursement shall be dollar-for-dollar without markup. VPRA may elect to forgive up to eighty-four percent (84%) of such Net Dispatch Costs during any fiscal year. VPRA will provide reasonable backup documentation to the Commissions, upon their request, to demonstrate the amounts actually paid by VPRA for costs associated with dispatching services.
- (c) **Compensation for Maintenance.** VPRA shall be entitled to seek reimbursement from the Commissions, and the Commissions shall reimburse VPRA, for the Net Maintenance Costs. Such reimbursement shall be dollar-for-dollar without markup. VPRA may elect to forgive up to eighty-four percent (84%) of such Net Maintenance Costs during any fiscal year. For budgeting purposes, each year no later than October 31, VPRA will deliver to the Commissions an estimate of the maintenance costs for the next-occurring fiscal year after receipt of such estimate from NSR. VPRA will provide reasonable backup documentation to the Commissions, upon their request, to demonstrate the amounts actually paid by VPRA for costs associated with maintenance, including evidence of any amounts charged to VPRA by NSR for such maintenance.
- (d) **Audit.** The basis for the amounts payable to VPRA under this Agreement shall be subject to audit or review by either Party for up to three years following payment thereof. Each Party agrees to cooperate fully in the conduct of any such audit or review by the other Party and shall promptly provide all records relevant to the audit or review other than those that are privileged.

5.2 Conditional Payments – NRPC. In addition to the payments specified hereinabove, the Commissions shall also pay to VPRA monthly, within thirty (30) days of demand when supported by appropriate documentation, that portion of any amounts which VPRA shall have been forced to pay to NRPC pursuant to an operating agreement between VPRA and NRPC (as it may from time to time be amended) governing the operation of inter-city passenger service over VPRA Tracks which is attributable to the abnormal operation or the malfunction of the Service.

5.3 Other Payments. In addition to the payments specified elsewhere in this Article Five, the Commissions shall also pay to VPRA, within thirty (30) days of demand, when supported by appropriate documentation, any amounts which become due to be so paid pursuant to the provisions of Article Two and Article Nine.

ARTICLE SIX

MAINTENANCE AND DISPATCHING

6.1 Track Maintenance. VPRA shall, during the term of this Agreement, cause NSR or other contractors to maintain the VPRA Tracks in a condition that will accommodate the operation of the Service, and no less than that required to prevent any downgrade to the VPRA Tracks below Class 4 pursuant to 49 C.F.R. § 213.9 (or any successor regulation). However, VPRA shall have no duty to maintain the NSR-Retained VRE Manassas Territory, and VPRA does not guarantee the condition of the VPRA Tracks or that the Service will not be delayed or interrupted. If the Commissions contend VPRA has failed to cause NSR or other contractors to maintain the VPRA Tracks as anticipated by this Article Six, the Commissions may submit written notice of such contention to VPRA, and within 30 days of such written notice the Parties shall meet and confer to address and resolve such failure. If such meeting and conference does not finally resolve the issues noticed in the written notice submitted by the Commissions, either Party may submit the matter pursuant to the dispute resolution provisions of this Agreement. However, in no event shall such failure, including but not limited to any FRA findings or reports, impose any liability on any of the Virginia Indemnitees except as provided by Article Nine hereof with respect to gross negligence, nor shall any such failure absolve the Commissions of any of the obligations imposed upon them by Article Nine hereof.

6.2 Other Contractor's Performance of VPRA Track Maintenance. The Parties acknowledge their mutual expectation that, notwithstanding Section 6.1, NSR (as a contractor to VPRA) will undertake maintenance of all of the VPRA Tracks on behalf of VPRA until VPRA elects to procure a contractor other than NSR to perform VPRA Track Maintenance. At such time as VPRA decides to procure a contractor other than NSR to perform VPRA Track Maintenance, it shall consult with the Commissions on criteria for contractor selection to the end of ensuring the interests of VPRA and the Commissions are protected.

6.3 Clearing Wrecked Equipment. The Commissions will clear any crippled, disabled, or wrecked Trains or Equipment of the Commissions impeding traffic on the VPRA Tracks.

6.4 Passenger Station Facilities Maintenance. The Commissions shall be responsible to perform, at their own costs and expense, all maintenance and operation activities with respect to the Passenger Station Facilities used by the Commissions with respect to the Service.

6.5 Dispatching. VPRA shall, during the term of this Agreement, cause NSR or other contractors to dispatch the VPRA Tracks. The Parties acknowledge and agree that, because such dispatching services will be undertaken by parties other than VPRA, VPRA is not able to guarantee any outcomes with respect to such dispatching services. At such time as VPRA decides to procure a contractor other than NSR to perform track dispatching, it shall consult with the Commissions on criteria for contractor selection to the end of ensuring the interests of VPRA and the Commissions are protected.

ARTICLE SEVEN

CLAIMS SERVICE

7.1 Claims Service. The provision of Claims handling service in connection with any aspect of the Service shall be the exclusive responsibility of the Commissions, and in no event shall the Commissions or its Operator assert any right to require provision of such Claims handling service from VPRA or any affiliate thereof.

ARTICLE EIGHT

LAW ENFORCEMENT SERVICES

8.1 **Police**. The provision of law enforcement services in connection with any aspect of the commuter passenger rail service shall be the exclusive responsibility of the Commissions, and in no event shall the Commissions or any Operator assert any right to require provision of the services of such law enforcement services from VPRA. VPRA shall be responsible for providing law enforcement services, including the policing of trespassers, on the VPRA Tracks and the VPRA-Acquired VRE Manassas Territory. The Commissions will use reasonable efforts to have the local law enforcement personnel with whom the Commissions work to cooperate with VPRA's and NSR's law enforcement personnel with regard to VPRA's and NSR's policing of trespassers within the VRE Manassas Territory.

ARTICLE NINE

RISK OF LIABILITY

9.1 General Indemnity and Duty to Defend. The Commissions shall indemnify the Virginia Indemnitees against any Losses or potential Losses by a Virginia Indemnitee, related in any way to or arising from the Commissions' acts or failure to act (i) related in any way to the Commissions' operation of Passenger Station Facilities, or (ii) in providing the Service, including, without limitation, for the Commissions' failure to comply with this Agreement or applicable law. The Commissions shall indemnify the Virginia Indemnitees under this Article Nine whether or not such Losses or potential Losses are caused, in whole or in part, by the negligence, regardless of its character or degree, of a Virginia Indemnitee, and whether the damages are compensatory, punitive, or exemplary, provided, however, the Commissions shall not be required to indemnify Commonwealth or VPRA employees and contractors in their individual capacities with respect to their own gross negligence (*i.e.*, wanton and willful misconduct). In addition, the Commissions shall defend the Virginia Indemnitees against all Claims asserted by third parties against a Virginia Indemnitee (i) related in any way to the Commissions' operation of Passenger Station Facilities, (ii) related in any way to or arising from the Commissions' acts or failure to act in providing the Service, or (iii) which are exacerbated by the operation of the Service over the Tracks, or by the presence of cars, Equipment, personnel, contractors, agents, or passengers of the Commissions or an Operator on or about the VRE Manassas Territory.

9.2 Commuter Rail Operations Liability Insurance Plan. (a) To guarantee payment of their obligations under this Article Nine, the Commissions shall, subject to the approval and continuing supervision of the Division, procure and at all times maintain a policy or policies of liability insurance, with annual aggregate limits of at least \$400,000,000 as of July 1, 2026 (or with such additional limits as may be required by the provisions of Section 9.3 hereof) covering the liability assumed by the Commissions under this Article Nine. Such insurance may consist of a program of self-insurance approved and administered by the Division for up to Five Million Dollars (\$5,000,000), with the balance of the coverage (at least \$395,000,000 in excess of the \$5,000,000 self-insured retention) to be obtained through commercial insurance. All insurance policies shall name VPRA as an additional insured, shall provide liability insurance covering the liabilities assumed by the Commissions under this Agreement, and shall be endorsed to provide that the insurance company will give VPRA thirty (30) days prior written notice if the policies are to be terminated or modified during the term of this Agreement. The Commissions shall provide VPRA with copies of all commercial insurance policies, including all current endorsements, carried by the Commissions pursuant to this Section 9.2, and a copy of all agreements, including amendments thereto, between the Commissions and the Division relating to the coverage, structure, administration, or funding of the Commissions' insurance program at least ten (10) business days before the commencement of any such policy, including all current endorsements. Such copy shall be delivered to:

Executive Director
Virginia Passenger Rail Authority
919 East Main Street, Suite 2400

Richmond, VA 23219

General Counsel Virginia Passenger Rail Authority
919 East Main Street, Suite 2400
Richmond, VA 23219

(b) **The Plan.** In accordance with Section 2.2-1839 of the Code of Virginia, the Division has established the Plan, a copy of which is attached as **EXHIBIT A** (*The Plan*). As soon as practicable after the execution of this Agreement, and in all cases prior to the Commissions operating trains on any tracks owned by VPRRA, the Parties shall cooperate in good faith, working with the Division, to (i) expressly add the Virginia Indemnitees to the Plan as insureds in writing (or collectively as an insured), whether through an endorsement or through another means mutually satisfactory to the Parties, and (ii) amend the Commissions' insurance policies expressly in writing to reflect the Virginia Indemnitees as insureds. Thereafter, the Parties shall collaborate in good faith, working with other stakeholders, to update the Plan itself to reflect current insureds and other details. The Plan is and shall be maintained by the Commissions and administered by the Division. It is the intention of the Parties that the Plan provides coverage for all liability which is or may be imposed upon or assumed by the Commissions under this Article Nine. The Parties further agree that, subject to the additional criteria set forth in this Article Nine (including, but not limited to Sections 9.2 and 9.3), the Plan is sufficient, as of the date hereof, to fulfill the obligations of the Commissions with respect to the procurement and maintenance of liability insurance pursuant to Section 9.2(a). Subject to the limits of Virginia law, the Commissions' obligation set forth herein is absolute and Commissions shall be obligated to indemnify all Virginia Indemnitees for all Losses, potential Losses, and obligated to defend Claims as set forth in Section 9.1 and 9.2 of this Agreement. The Plan shall not be amended without the approval of VPRRA as provided in the Plan.

(c) **Plan Reports.** The Commissions shall provide to VPRRA a copy of all reports which are submitted pursuant to the Plan. The reports to be made pursuant to the Plan shall include the balance sheets and income statements of the Trust Fund.

(d) **Insurance Coverage Floor.** If, at any time, the total insurance coverage applicable to the liabilities assumed by the Commissions under this Article Nine falls below \$400,000,000.00 or, because of pending Claims, is reasonably expected to fall below \$400,000,000.00 (or, in each case, such greater coverage as may be required by the provisions of Section 9.3), or such coverage is otherwise subject to challenge or diminution for any reason (including, without limitation, court decisions or applicable laws or regulations affecting the validity or enforceability of the Plan or this Article Nine), the Commissions will ensure that notice of such fact is provided promptly by the Division to the Commissions, VPRRA, and the Operator. If the Commissions fail to immediately (*i.e.*, the day of such notice) restore the available insurance coverage to \$400,000,000.00 (or such higher level as may be required by the provisions of Section 9.3), or to otherwise obtain relief from any other causes which may diminish such coverage for any reason, the Service and all rights granted the Commissions under Article Three of this Agreement shall be immediately suspended and shall not be resumed until the full \$400,000,000.00 in insurance coverage (or such higher levels as may be required by the provisions of Section 9.3) has been obtained; provided, however, the suspension of passenger service shall

not occur until after VPRA has consulted with the Commissions and determined that the coverage specified herein will not be promptly restored. Any increase in the amount of insurance coverage which results from the application of Section 9.3 shall automatically cause a proportionate adjustment to the limits specified in this Subsection 9.2(d).

(e) **Trust Fund.** The Division administers the Trust Fund for the purposes of implementing and funding the Commissions' obligations under the Plan and this Article Nine. The Commissions shall ensure that, at all times, the Trust Fund is solvent and adequately funded for the purposes contemplated by this Article Nine, and shall arrange for a review by the Division of the financial condition of such Trust Fund and the commercial insurance and self-insurance maintained under the Plan, from time to time, as requested by VPRA. Such review shall include a written certification to VPRA that the Trust Fund is solvent, and that if the Plan's insurance program fails to comply with the requirements of this Article Nine, or the Trust Fund is not adequately funded, the Division shall promptly give notice of such fact to VPRA, the Commissions, and the Operator. If, based upon the Division's review, VPRA concurs that the Trust Fund is not adequately funded, VPRA may give notice of such fact to the Commissions. If the Commissions fail to immediately (*i.e.*, the day of such notice by the Division or VPRA) provide funding in amounts determined by the Division or by VPRA to be adequate or obtain the required insurance, the Service and all rights of the Commissions under Article Three of this Agreement shall be immediately suspended until such funding and/or insurance is provided; provided, however, the suspension of the Service shall not occur until after VPRA has consulted with the Commissions and determined that adequate funding and/or insurance will not be promptly restored. Notwithstanding the foregoing, in the event that the Division fails to comply with any of the requirements of this Agreement, including but not limited to those set forth in this Article Nine, the Commissions shall take all actions, including the commencement of litigation and/or direct purchase of policies of insurance, to prevent a breach of such requirement.

(f) **Material Breach for Failure to Comply with Insurance Requirements.** In the event that VPRA determines that either this Article Nine or the Plan (or the insurance coverage provided thereunder) is invalid or unenforceable for any reason, or that the Commissions have otherwise failed to comply with their obligations under this Article Nine, such determination shall constitute a material breach of this Agreement.

9.3 Increases in Insurance Amounts under the Plan and Liability Limits under the Agreement. (a) If, as a result of any statute enacted by the Commonwealth of Virginia or the federal government, the maximum liability limitation of Commissions is increased to an amount in excess of \$400,000,000.00, then the minimum liability limit of \$400,000,000.00 set forth in Section 9.2 of this Article shall be automatically increased to the new maximum statutory liability of the Commissions and the liability insurance shall be amended to reflect such higher amount. If the exposure of any Virginia Indemnitee to liability under this Agreement or under the Passenger Station Facilities Agreement is increased by statute or judicial decision, the limits on the liability of the Commissions pursuant to this Agreement shall be increased proportionately and the limits of the liability insurance carried by the Commissions shall be increased to reflect such increased exposure. As a condition to employing self-insurance to cover such higher amount of increased exposure, the Commissions agree to obtain the advance approval of the Division. In the event the Commissions fail to obtain and maintain the insurance required by this Section for any reason

(including the unavailability of such insurance), then either Party shall have the right to suspend the Service immediately upon delivery of written notice to the other.

(b) Review of Claims; Adjustments. At any time during the term of this Agreement, upon VPRA's request, the Parties hereto will review and evaluate the number and cost of Claims which have been made against the insurance carried by the Commissions, the actual and potential liabilities incurred by the Commissions for death, personal injury, or property damage, any relevant judicial decisions, inflation and current trends in the cost of tort claims, and the likelihood and potential cost of future Claims. Based on this review and evaluation, the Parties will determine whether there are reasonable grounds to increase the limits and expand the coverage of the insurance required to be carried by the Commissions under Subsection 9.2(a) and Subsection 9.2(d) hereof. If the Parties are unable to agree, the dispute shall be handled pursuant to Article Eleven hereof; provided, however, that in no event shall the liability of the Commissions or the amount of insurance to be carried by the Commissions be reduced below the limits required by Sections 9.2 and 9.3 hereof.

9.4 Passenger Station Facilities Agreement; Indemnity. The rights granted to the Commissions in this Agreement relate to use of the VPRA Tracks for the operation of Trains. Immediately upon the execution and delivery of this Agreement, the Parties shall execute and deliver the Passenger Station Facilities Agreement with respect to the Passenger Station Facilities enumerated in **EXHIBIT B** (*Passenger Station Facilities Agreement*). It is contemplated that the Passenger Station Facilities Agreement may be amended or restated concerning the construction, maintenance, use, and removal of additional platforms or certain ancillary facilities located within the VPRA-Acquired VRE Manassas Territory on platforms, including, among others, canopies, elevators, stairways, elevated walkways, for the accommodation of the Commissions' passengers. It is understood that the indemnification and insurance provisions of this Article Nine of this Agreement shall apply with respect to such construction, maintenance, use, and removal by the Commissions, any Operator, its or their employees, agents, contractors, passengers, invitees, and the general public of all Passenger Station Facilities used by the Commissions with respect to the Service.

9.5 Environmental Conditions; Indemnity. The Commissions expressly understand and agree that their obligations to indemnify the Virginia Indemnitees under the provisions of this Article Nine also extend to and include the obligation to indemnify against any and all Losses or potential Losses, and to defend Claims suffered by or asserted against a Virginia Indemnitee, as a direct or indirect result of or due to the presence or escape of any hazardous materials, substances, wastes, or other environmentally regulated substances on or from the VPRA Tracks, a Train, or Equipment which presence or escape is attributable in any way to, or is exacerbated by, the operation of the Service over the VPRA Tracks or the presence of the Commissions' or any Operator's Equipment, personnel, or passengers on or about the VPRA-Acquired VRE Manassas Territory.

9.6 Notice of Third-Party Claims. (a) VPRA shall give notice to the Division and to the Commissions as soon as reasonably practicable whenever it receives credible notice from any third party that it is the intention of such third party to hold a Virginia Indemnitee responsible for an incident for which the Commissions are potentially liable under Article Nine.

(b) Duty to Cooperate. VPRA agrees: (1) to cooperate in the defense of Claims of which it gives the Division notice hereunder; (2) to allow the Division, within its sole discretion (and consistent with all legal requirements), to settle or defend any such Claim; and (3) to execute all documents reasonably required to enable the Division to recover amounts paid by the Division on behalf of the Commissions to persons other than VPRA.

ARTICLE TEN

RISK OF LABOR CLAIMS

For the avoidance of doubt, under Article Nine, the Commissions will indemnify and defend the Virginia Indemnites against any Losses or potential Losses flowing from collective bargaining agreements to which the Commissions are a party or employee protective conditions imposed by a governmental agency on the Commissions.

ARTICLE ELEVEN

DISPUTE RESOLUTION

11.1 Efforts to Resolve; Advisory Opinions. The Parties hereto shall make every reasonable effort to settle any dispute arising out of this Agreement without resorting to litigation. If the Parties so agree, they may retain a disinterested person experienced in railroad operations, or an accountant or attorney if appropriate, to render his or her objective advice and opinions, which shall be advisory only and not binding unless the Parties agree in writing to be bound by his or her judgment in a particular instance.

11.2 Legal Actions. Any claims or controversy between the Commissions and VPRA, except matters which are within the discretion or judgment of VPRA, which cannot be resolved by the Parties concerning the interpretation, application, or implementation of this Agreement, may be resolved by either Party filing a legal action. All litigation between the Parties arising out of or pertaining to this Agreement shall be filed, heard, and decided in either (i) a Virginia Circuit Court with jurisdiction, or (ii) the United States District Court for the Eastern District of Virginia.

11.3 Duty to Continue Performance. Pending final resolution of any dispute, the Parties will continue to fulfill their respective obligations under this Agreement.

11.4 Dispute Resolution Costs. Each Party shall bear the costs and expenses incurred by it in connection with any litigation, and neither Party will seek or accept an award of attorneys' fees or costs incurred in connection with the resolution of a dispute pursuant to this Article Eleven.

ARTICLE TWELVE

MATERIAL BREACH

12.1 Material Breach – Safety. Failure on the part of the Commissions or its Operator to comply with the conditions of Article Two related to safety of operations or as provided in Section 2.5(a), or failure to comply with any other conditions of Article Two shall constitute a material breach by the Commissions.

12.2 Material Breach – Plan. Failure on the part of the Commissions to comply with the material provisions of Article Nine hereof, including their obligation to obtain and maintain insurance for the benefit of VPRA, shall constitute a material breach by the Commissions.

12.3 Material Breach – General. Failure on the part of the Commissions to substantially comply with any material obligation under this Agreement shall constitute a material breach by the Commissions.

12.4 Suspension for Material Breach; Substitute Provider for Long-Term Suspension. If the Commissions are in material breach of this Agreement, VPRA may among other remedies available to it at law or in equity, upon written notice to the Commissions, immediately suspend the Service until the Commissions have effected a cure with respect to the material breach, or until the Commissions have commenced a cure and are diligently pursuing completion thereof – in either case to the reasonable satisfaction of VPRA. Upon any written notice provided by VPRA to the Commissions of material breach by the Commissions (and even if VPRA has not elected to suspend the Service) the Parties shall meet and confer with respect to the cure to be pursued by the Commissions. If VPRA elects to suspend the Service and the breach giving rise to such suspension is not cured by the Commissions within 180 days, then VPRA may procure a third party to undertake the suspended commuter rail service, or some portion thereof. If VPRA procures any such substitute commuter rail service provider during a period of suspension and the Commissions later cure the breach, then the Parties shall collaborate in good faith to reinstitute the Service, taking into consideration any contractual commitments made by VPRA with respect to the substitute provider. Nothing in this Agreement shall compel VPRA to lift any suspension of the Service until the Commissions have effected a cure with respect to the applicable material breach, or until the Commissions have commenced a cure and are diligently pursuing completion thereof – in either case to the reasonable satisfaction of VPRA.

ARTICLE THIRTEEN

NOTICES

Any report, notice, or other communication required or permitted hereunder shall, unless otherwise specified, be in writing and shall be delivered (i) by email with a return email by the recipient acknowledging receipt, (ii) by hand, or (iii) deposited in the United States mail, postage prepaid, addressed as follows:

If to VPRA:

Executive Director
Virginia Passenger Rail Authority
919 East Main Street, Suite 2400
Richmond, VA 23219
Dj.stadtler@vpra.virginia.gov

With a copy to:

VPRA General Counsel
919 East Main Street, Suite 2400
Richmond, VA 23219
Michael.westermann@vpra.virginia.gov

If to Commissions:

Chief Executive Officer
Virginia Railway Express
1500 King Street, Suite 202
Alexandria, Virginia 22314
kchoe@vre.org

With a copy to:

VRE General Counsel
Virginia Railway Express
1500 King Street, Suite 202
Alexandria, Virginia 22314
MCorr@vre.org

Either Party may change the address at which it shall receive communications and notifications hereunder by notifying the other Party in writing of such change.

ARTICLE FOURTEEN

MISCELLANEOUS

14.1 Force Majeure. Each Party will be excused from performance of any of its obligations hereunder (except Article Nine), to the other Party, where such nonperformance is occasioned by a Force Majeure Event, provided that the Party excused hereunder shall use all reasonable efforts to minimize its nonperformance and to overcome, remedy or remove such event in the shortest practical time. VPRA and the Commissions shall promptly undertake and complete the repair, restoration, or replacement of any their respective property which is necessary for the provision of the Service, or for the performance of any of one another's obligations hereunder which is damaged or destroyed as a result of a Force Majeure Event.

14.2 Headings. The article and section headings herein are for convenience only and shall not affect the construction hereof.

14.3 Written Modifications. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by all of the Parties hereto, unless a specific provision hereof expressly permits one Party to effect termination, amendment, supplementation, waiver or modification hereunder, in which case such change shall be made in accordance with the terms of such provision.

14.4 Exhibits. All exhibits attached hereto, and as they may be amended, are integral parts of this Agreement and the provisions set forth in the exhibits shall bind the Parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this Agreement.

14.5 Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable in any respect, the remaining provisions shall remain in full force and effect as if the unenforceable provision were deleted.

14.6 No Waiver. The failure of either Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy in this Agreement, shall not impair any such right or remedy to be construed as a waiver or relinquishment thereof.

14.7 No Third-Party Beneficiaries. Except (for the purposes of Article Nine only) for those Virginia Indemnites that are not a Party to this Agreement, this Agreement and each and every provision hereof are for the exclusive benefit of the Parties hereto and not for the benefit of any third party. Nothing herein contained shall be construed as creating or increasing any right in any third party to recovery by way of damages or otherwise against either of the Parties hereto.

14.8 Assignment. The rights and obligations of VPRA and the Commissions hereunder may be assigned only with the prior consent of the other Parties.

14.9 Joint and Several Liability – Commissions. While it is understood and agreed that the Commissions shall act together in all matters affecting the Service, the rights and obligations of the Commissions hereunder shall be shared jointly and severally.

14.10 Governing Laws. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard for conflict of laws principles.

IN WITNESS WHEREOF, VPRA and the Commissions have caused their names to be signed hereto by their officers thereunto duly authorized and their seals, duly attested, to be hereunto affixed as of the day and year first above written.

[SIGNATURES PAGES FOLLOW]

Attest:

VIRGINIA PASSENGER RAIL AUTHORITY

Witness

By: _____
Title:

[SIGNATURE PAGE TO PASSENGER RAIL OPERATIONS AND ACCESS AGREEMENT]

Attest:

NORTHERN VIRGINIA TRANSPORTATION
COMMISSION
And
POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION

Witness

By: _____
Title:

[SIGNATURE PAGE TO PASSENGER RAIL OPERATIONS AND ACCESS AGREEMENT]

EXHIBIT A – THE PLAN

NORTHERN VIRGINIA AND POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSIONS COMMUTER RAIL OPERATIONS LIABILITY INSURANCE PLAN

The Department of General Services, Division of Risk Management, in accordance with Section 2.1-526.8:1 of the Code of Virginia (1950), as amended, with the approval of the Governor, hereby establishes the terms and conditions of the Northern Virginia and Potomac and Rappahannock Transportation Commissions (hereinafter the “Commissions”) Liability Insurance Plan (hereinafter the “Plan”) established to fulfill the liabilities created by the indemnification portions of the various Operating and/or Access Agreements entered into between the Commissions and the several Rail Entities as well as direct liabilities of the Commissions arising out of the operation of the Commuter Services.

The Plan and all INSUREDS/INDEMNITEES, as defined herein, agree as follows:

PART A. INSURING AGREEMENT

The Plan will pay on behalf of the INSURED/INDEMNITEE as defined hereafter all sums which the INSURED/INDEMNITEE shall become legally obligated to pay as DAMAGES as a result of OCCURRENCES. Such coverage provided hereunder shall be applicable despite the fact that such liability may have been caused, in whole or in part, by the negligence, regardless of its character or degree, of any employee, agent, or officer of any Rail Entity which has entered into an Agreement with the Commissions for the provision of COMMUTER RAIL SERVICE.

PART B. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

- 1) The Plan shall have the right and duty to defend any suit against the INSURED/INDEMNITEE seeking DAMAGES on account of such OCCURRENCE for which the Commissions are responsible pursuant to the respective Agreements, even if any of the allegations of the suit are groundless, false, or fraudulent, and may make such investigation and settlement, subject to the provisions of B(2)(b), of any claim or suit as it deems expedient; provided, however, the Plan shall not be obligated to pay any claim or judgment or defend any suit, after the applicable limit of the Plan’s liability has been exhausted by payment of judgments, settlements, or supplementary expense payments, except as provided in Part B(4) below.

With respect to claims for which the Commissions are responsible and which involve litigation against the INSURED/INDEMNITEE, the Commissions will provide, at the Plan’s expense, legal representation. Selection of counsel to represent any INSURED/INDEMNITEE in such litigation shall be determined by the Plan. The INSUREDS/INDEMNITEES may, at their own expense, provide for legal representation with respect to claims which involve litigation against them.

- 2) a) An INSURED/INDEMNITEE shall not, except at his own cost and for his own account, make any payment, admit any liability, settle any claim, assume any obligation, or incur any expense for which the Plan would be liable without the written consent of the Plan except as provided below. Each INSURED/INDEMNITEE, as the case may be, will promptly advise the Plan of claims. The Plan, however, agrees that AMTRAK will handle, subject to the Division of Risk Management's oversight, the investigation and settlement of all claims arising out of the COMMUTER RAIL SERVICE. The Division of Risk Management and AMTRAK will coordinate the investigation of all claims. Specifically, AMTRAK will evaluate each claim it receives upon receipt and provide the Commissions and the Division of Risk Management with an initial report. AMTRAK will also submit, at least semiannually, a report on all claims of which it is aware of indicating status. The Division of Risk Management specifically agrees that AMTRAK has the authority to settle and pay individual claims up to \$10,000.00 for any one claim . Any proposed settlement or payment of a single claim which is in excess of \$10,000 will be submitted to the Division of Risk Management for prior approval.
- 3) The Plan will pay, as supplementary expenses:
 - a) expenses for reasonable attorneys fees incurred in the defense of claims;
 - b) expenses incurred by the INSURED/INDEMNITEES for outside manpower and for other extraordinary expenses of handling individual claims, as set out in the Operating and/or Access Agreements, provided prompt and advance notice of such expenses is provided the Plan;
 - c) costs assessed against the INSURED/INDEMNITEE in any suit covered by the Plan and all interest on the amount of any judgment therein which accrues after entry of the judgment and before the Plan has paid or tendered or deposited in court that part of the judgment;
 - d) premiums on appeal bonds required in any suit covered by the Plan and costs of attachment or similar bonds.
- 4) a) The expenses referred to in subparagraphs 3(a) through 3(d) above shall be in addition to the \$75,000 per claimant limit set out in Part C(1), but shall be included within the limits set out in Part C(2).
 - b) If suit is brought against an INSURED/INDEMNITEE alleging claims not arising out of an OCCURRENCE and for which the Commissions are not responsible together with claims arising out of an Occurrence for which the Commissions are responsible, the INSURED/INDEMNITEE and the Commissions, with the Plan's approval, will agree on a method of allocating equitably the costs of defense described in subparagraphs 3(a) through 3(d) above.

PART C. LIMITS OF LIABILITY

Regardless of the number of (1) INSUREDS/INDEMNITEES under this Plan, (2) persons or organizations who sustain DAMAGES payable under this PLAN, or (3) suits brought on account of insurance afforded by this Plan, the Plan's liability is limited as follows:

- 1) The Plan's liability with respect to any Insured defined in Part E(4)(a) shall not exceed \$75,000.00 per claimant;
- 2) With regard to the liability of any Insured Rail Entity or Liability Assumed by the Commissions by specific contractual indemnity:
 - a) The limit of liability under this Plan, regardless of the number of claims or the number of Insureds, shall not exceed \$200,000,000 as a result of, or arising from, OCCURRENCES in any one ANNUAL TERM.
 - b) This limit of liability required by 2(a) above may be fulfilled by self-insurance, purchased commercial insurance or participation in any alternative insurance mechanism, provided, however, that the extent of liability covered under this Plan shall not be reduced by, or limited to, the coverage provided by any such insurance. The reinstatement of all or any portion of any insurance coverage purchased by the Plan shall not operate to increase the annual aggregate liability of the Commissions under the Plan's self-insurance provisions to a sum in excess of \$200,000,000.
 - c) The Plan shall consist of a \$5 million self-insured retention and the balance of the coverage up to \$200 million shall consist of commercial insurance or participation in any financially sound alternative insurance mechanism. Except for the initial \$5 million self-insurance retention, self-insurance shall be used only to the extent that commercial insurance or alternative insurance mechanisms are not available.
- 3) In the event that the Commuter Rail Operations Liability Insurance Trust Fund created and maintained for the purpose of implementing this Plan is rendered or becomes insolvent, neither the Commonwealth of Virginia, the General Assembly of Virginia nor any department, agency, institution, board, commission or officer, agent or employee, or any of the constituent jurisdictions of either Commission or any officer, agent or employee thereof, shall be liable for any claim that would have been covered under this Plan but for such insolvency. The establishment of this Plan does not, and shall not be deemed or construed to, pledge or obligate the full faith and credit of the Commonwealth of Virginia or any political subdivision thereof.

The determination of such insolvency rests solely with the Department of General Services, Division of Risk Management, and will be communicated promptly to all INSUREDS/INDEMNITEES. The financial status of the Plan shall be reported to the INSUREDS/INDEMNITEES at least semiannually.

PART D. EXCLUSIONS

- 1) The Plan shall not be obligated to make any payment or defend any lawsuit in connection with any claim made against the INSURED/INDEMNITEE:

- a) Based upon or attributed to their gaining in fact any profit, advantage or remuneration to which they were not legally entitled;
- b) Brought about or contributed to by fraud or dishonesty of an INSURED/INDEMNITEE; provided, however, such exclusion shall not be effective unless a judgment or other final adjudication thereof adverse to such INSURED/INDEMNITEE shall establish that acts of active or deliberate dishonesty or fraud committed by such INSURED/INDEMNITEE were material to the cause of action so adjudicated; and further provided that this exclusion shall not apply to any INSURED/INDEMNITEE other than the entity, including its officers and employees, who committed such fraud or dishonesty.
- c) Based on liability arising out of the ownership, maintenance and operation, loading or unloading of vehicles of any kind licensed for use on public highways, except that this exclusion shall not apply to vehicles hired by AMTRAK to provide transportation for commuters due to the necessity which arises on account of an interruption of service due to malfunction of the train, accident or other conditions which require passengers to be transported by means other than trains or hybrid vehicles when not covered by automobile insurance. Any insurance or self-insurance provided by this Plan shall be excess over any other valid and collectable insurance maintained with respect to those hired vehicles.

In no event will any coverage by the Plan accrue to owners or operators of such hired vehicles.

Notwithstanding this exclusion, the Plan shall cover liability arising from a collision between a train and vehicle licensed for use on public highways, which occurs at a grade crossing, or anywhere else on the tracks over which a commuter rail train is being operated.

- d) Based on any injury or death to employees of any INSURED/INDEMNITEE arising out of the COMMUTER RAIL SERVICE, except this exclusion shall not apply to any injury or death to employees of Conrail, RF&P or Southern.
- e) Based on property damage to property owned or leased by the Northern Virginia Transportation Commission or the Potomac and Rappahannock Transportation Commission unless such claim is asserted against one or more of the rail entities named in Part E (4) (b2), (b3) and (b4) and (5) of this Plan.

This exclusion shall not apply to property of any other INSURED/INDEMNITEE or to property of other persons. Further, this exclusion shall not apply to the deductible amount of any property insurance for property owned or leased by the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission.

- f) Based on any claims arising from any contract dispute, provided however that this exclusion shall in no way apply to liability assumed by the Commissions by

contract with Rail Entities, namely the National Railroad Passenger Corporation (AMTRAK), Richmond, Fredericksburg & Potomac Railroad Company (RF&P), Southern Railway Company (Southern), and Consolidated Rail Corporation (Conrail).

- g) Any claim for, or arising out of, normal wear or deterioration of roadbed and track, routine personnel requirements, delays, or any other loss or damage attributable to or exacerbated by the normal operations of the COMMUTER RAIL SERVICE, which are taken into account under the compensation provisions of any OPERATING AND/OR ACCESS AGREEMENTS.

PART E. PART E. DEFINITIONS

Whenever used in this Plan, the following words have these meanings:

- 1) ANNUAL TERM - means:

Any twelve-month period beginning July 1. If the Commuter Rail Service begins operation, which may or may not be the date that passengers are first transported, other than on 1 July. That period between the date operations begin and the July 1 next ensuing shall constitute an annual term.
- 2) COMMUTER RAIL SERVICE (also known as Contract Service) means all activities relating to the provision of rail passenger service along two lines between a point at or near Fredericksburg, Virginia and the Washington, D.C. Union Station, and between a point at or near Manassas Airport, Virginia and Washington, D.C. Union Station over the railroad tracks of the Richmond, Fredericksburg and Potomac Railroad Company, Southern Railway Company, AMTRAK and Conrail with various intermediate stops. This term includes switching, maintenance, train storage and other services related to the provision of Commuter Rail Service as set forth in the Operating and/or Access Agreements.
- 3) DAMAGES - includes compensatory, liabilities assumed under the Operating and/or Access Agreements--Risk of Liability Article, punitive and equitable damages.
- 4) INSURED - means:
 - a) The Northern Virginia Transportation Commission, the Potomac and Rappahannock Transportation Commission, and any other Transportation Commission subject to the Virginia Tort. Claims Act that may become a participant in the Commuter Rail Service operated by or for the Commissions.
 - b) 1) the officers and employees of the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission;

- 2) the National Railroad Passenger Corporation (AMTRAK), its officers, directors, agents and employees, including the Washington Terminal Company, its officers, directors, agents and employees;
 - 3) The Richmond, Fredericksburg and Potomac Railroad Company (RF&P), the RF&P Corporation, its corporate affiliates, its licensees including entities which have trackage rights with RF&P to the extent RF&P may be liable, its officers, directors, agents and employees; and
 - 4) The Consolidated Rail Corporation (CONRAIL), its corporate affiliates, its licensees including entities which have trackage rights with Conrail to the extent Conrail may be liable, its licensees, officers and employees.
- 5) INDEMNITEE - means Southern Railway Company, its officers, agents, employees and corporate affiliates.
 - 6) OCCURRENCE - means an event or series of events which are attributable in any way to or which are exacerbated by the operation of or the performance of the Commuter Rail Service or to the presence of cars, equipment, personnel or passengers of the Commuter Rail Service on or about the property of any Rail Entity.
 - 7) OPERATING AND/OR ACCESS AGREEMENTS - means Agreements between the Commissions and any railroad for use of its respective facilities and for services to operate the Commuter Rail Service.

PART F. NOTICE OF CLAIM

- 1) The INSURED/INDEMNITEE, as a condition precedent to coverage under this Plan, shall give the Plan notice in writing as soon as practicable of any claim made and shall give the Plan such information and cooperation as it may reasonably require. Such notice shall be given to the Division of Risk Management, Department of General Services, Commonwealth of Virginia.
- 2) If, during the period of coverage, an INSURED/INDEMNITEE receives written or oral notice from any party that it is the intention of such party to hold an INSURED/INDEMNITEE responsible for loss or damage arising from an OCCURRENCE, such INSURED/INDEMNITEE shall, as soon as practicable, give written notice to the Plan of the receipt of such notice, whether or not such notice is expressed in the form of a claim.

PART G.PART G. CONDITIONS

- 1) ACTION UNDER THIS PLAN. No action shall be brought by any INSURED/INDEMNITEE under this Plan unless, as a condition precedent thereto, such INSURED/INDEMNITEE has fully complied with all the terms hereof nor until the amount of the INSURED/INDEMNITEE'S obligation to pay shall have been finally determined either by judgment against the INSURED/INDEMNITEE after actual trial or

by written agreement of the INSURED/INDEMNITEE, the claimant and the Plan. In the event of the bankruptcy or insolvency of the INSURED/INDEMNITEE, the Plan shall not be relieved of the payment of such indemnity hereunder as would have been payable but for such bankruptcy or insolvency.

- 2) **ASSIGNMENT.** Assignment of interest under this Plan shall not bind the Plan until its consent is endorsed thereon by the Division of Risk Management.
- 3) **CHANGES.** Notice to any agent or knowledge possessed by any agent or by any other person shall neither effect a waiver or a change in any part of this Plan nor estop the Plan from asserting any right under the terms hereof. No provisions of this Plan may be waived or changed, except by amendment hereto approved in accordance with Section 2.1-526:8.1 of the Code and except with the approval of all INSUREDS/INDEMNITEES.
- 4) **SUBROGATION CLAUSE.** In the event of any payment under this Plan, the Plan shall be subrogated to the extent of such payment to all rights of recovery therefor, and the INSUREDS/INDEMNITEES shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights including the execution of such documents necessary to enable the Plan effectively to bring suit in the name of the INSURED/INDEMNITEE.
- 5) **SETTLEMENT OF DISPUTES.**
 - a) To the extent permitted by law, issues that arise about the coverage or operation of this Plan, excluding interpretations or applications of provisions of an Operating and/or Access. Agreement between the Commissions and an INSURED/INDEMNITEE, that cannot be resolved between any INSURED/INDEMNITEE and the Plan, shall be resolved by submitting the matter to arbitration as provided in Part G(5)(b) below.
 - b) Any controversy which is referable to arbitration shall be submitted to disinterested arbitrators, one of which shall be appointed by each disputant; and the arbitrators so chosen shall select a third arbitrator, or such numbers of arbitrators that would result in an uneven number of arbitrators if there are an odd number of disputants, and the decisions of a majority of them shall be final and conclusive between the parties hereto. In case either of the said parties shall fail or refuse to appoint an arbitrator as aforesaid for the period of thirty (30) calendar days after written notice given by the other party to make such appointment, then and in that event, a second arbitrator shall be appointed, upon application of the first arbitrator, by the American Arbitration Association, and the said two arbitrators, so appointed, shall select a third arbitrator, and the three so chosen shall hear and decide such difference or dispute, and their decision, or that of a majority of them, shall be final and conclusive upon the parties hereto. In the event that the appointed arbitrators shall be unable to agree upon a third or such additional arbitrators within thirty (30) days after the appointment of the last of the disputant's arbitrators, as needed to comprise an odd-numbered panel, such additional arbitrator or arbitrators shall

be appointed, upon the application of any party hereto, upon reasonable notice to the other parties, by the American Arbitration Association. If any arbitrator shall decline or fail to act, the party or person by whom he was chosen or appointed, as the case may be, shall appoint another to act in his place.

- c) Each party hereto shall bear the costs and expenses incurred by it in connection with such arbitration, including the cost of the arbitrator appointed by or for it. The parties shall share equally the costs and expenses attributable to the services of the third arbitrator or additional arbitrators provided for herein.
 - d) Any findings made in any other proceeding involving the conduct out of which the dispute arises may be considered by the arbitrators, but shall not be conclusive, unless the arbitrators so determine.
- 6) No person or organization shall have any right under this plan to join the Commonwealth of Virginia, the Division of Risk Management, or any of its employees as a party to any action against an INSURED/INDEMNITEE to determine the liability of the INSURED/INDEMNITEE, nor shall the Commonwealth of Virginia, the Division of Risk Management, or any of its employees be impleaded by the INSURED/INDEMNITEE or its legal representative.

PART H. NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies the provisions of this Plan relating to ALL COVERAGE.

It is agreed that:

- 1) This Plan does not apply:
 - A) Under any Liability Coverage,
 - 1) with respect to which an INSURED/INDEMNITEE under this policy is also an INSURED under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an INSURED under any such policy but for its termination upon exhaustion of its limit of liability; or
 - 2) resulting from the HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the INSURED/INDEMNITEE is, or had this policy not been issued would be, entitled to indemnity from the United States of American, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- B) Liability resulting from the HAZARDOUS PROPERTIES of NUCLEAR MATERIAL, if
- 1) the NUCLEAR MATERIAL a) is at any NUCLEAR FACILITY owned by, or operated by or on behalf of an INSURED/INDEMNITEE or b) has been discharged or dispersed therefrom.
 - 2) the NUCLEAR MATERIAL is contained in SPENT FUEL or WASTE at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of the INSURED/INDEMNITEE, or
 - 3) Any injury or damage arises out of the furnishing by an INSURED/INDEMNITEE of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any NUCLEAR FACILITY, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to damage to such NUCLEAR FACILITY and any property threat.

- 2) As used in this endorsement:

“HAZARDOUS PROPERTIES” include radioactive, toxic or explosive properties.

“NUCLEAR MATERIAL” means SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL or BY-PRODUCT MATERIAL.

“SOURCE MATERIAL”, “SPECIAL NUCLEAR MATERIAL”, and “BY-PRODUCT MATERIAL” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

“SPENT FUEL” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a NUCLEAR REACTOR.

“WASTE” means any waste material (a) containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its SOURCE MATERIAL content, and (b) resulting from the operation by any person or organization of any NUCLEAR FACILITY included under the first two paragraphs of the definition of NUCLEAR FACILITY.

“NUCLEAR FACILITY” means

- a) any NUCLEAR REACTOR.
- b) any equipment or device designed or used for
 - (1) separating the isotopes of uranium or plutonium,
 - (2) processing or utilizing SPENT FUEL, or (3) handling, processing, or packaging WASTE.

- c) any equipment or device used for the processing, fabricating or alloying of SPECIAL NUCLEAR MATERIAL if at any time the total amount of such material in the custody of the INSURED/INDEMNITEE at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of WASTE.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

“NUCLEAR REACTOR” means any apparatus designed or used to sustain, nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

“DAMAGE” includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, this Plan has been executed this _____ day of December, 1989.

APPROVED:

Don W. LeMond, Director
Division of Risk Management

Wendell L. Seldon, Director
Department of General Services

APPROVED BY THE GOVERNOR:

Secretary of Administration, pursuant
to the authority of Executive Order 25
(Revised), dated November 14, 1986

EXHIBIT B

PASSENGER STATION FACILITIES AGREEMENT

Exhibit B

PASSENGER STATION FACILITIES AGREEMENT

THIS PASSENGER STATION FACILITIES AGREEMENT (“Station Facilities Agreement”) is made and entered into this [●] day of [●] 2026, by and between (i) the VIRGINIA PASSENGER RAIL AUTHORITY (“VPRA”), a political subdivision of the Commonwealth of Virginia, and (ii) jointly and severally, the NORTHERN VIRGINIA TRANSPORTATION COMMISSION and the POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION, bodies politic and corporate and political subdivisions of the Commonwealth of Virginia, established under provisions of the Transportation District Act of 1964, as amended, and owners and operators of the Virginia Railway Express commuter rail service (each a “Commission” and, collectively, the “Commissions”).

WITNESSETH:

WHEREAS, since 1992, the Commissions have provided commuter rail service known as the Virginia Railway Express (“VRE”) on railroad right of way owned by Norfolk Southern Railway Company (“NSR”) beginning at the connection with CSX, A.F. Tower, M.P. 9.75 and extending in a southwesterly direction to Manassas Airport at approximately M.P. 36.23 (the “VRE Manassas Territory”), pursuant to successive operating access agreements between the Commissions and NSR; and

WHEREAS, in accordance with an Amended and Restated Comprehensive Rail Agreement between VPRA and NSR dated August 29, 2024 (the “2024 CRA”), VPRA purchased most of the VRE Manassas Territory (the “VPRA-Acquired VRE Manassas Territory”), with the following portions of the VRE Manassas Territory retained by NSR (the “NSR-Retained VRE Manassas Territory”):

- (a) the “Manassas Segment” between M.P. 32.75 and M.P. 33.6, and
- (b) the “NSR-Retained Broad Run Tracks” between M.P. 33.6 and the VRE Broad Run Station and adjacent VRE rail yard.

WHEREAS, the VPRA-Acquired VRE Manassas Territory includes, among other improvements, commuter rail facility improvements made by the Commissions at five station locations, to-wit: Backlick Road, Rolling Road, Burke Centre, Manassas Park, and Manassas inclusive of the passenger rail facility improvements made at the Manassas station prior to the start of the Commissions’ commuter rail service in 1992 (such five locations being the “VRE Station Sites”); and

WHEREAS, the parties have entered into a Passenger Rail Operations and Access Agreement dated [●], 2026 (the “Operating Agreement”) providing the terms under which the Commissions may operate commuter rail service within the VPRA-Acquired VRE Manassas Territory pursuant to the Commuter Rail Operating Easement conveyed to the Commissions by VPRA as set forth in the Operating Agreement; and

WHEREAS, the Operating Agreement provides for the conveyance to the Commissions by VPRA of Commuter Rail Station Platform Easements for the VRE Station Sites, each of which is located within the VPRA-Acquired VRE Manassas Territory; and

WHEREAS, the Operating Agreement further provides for the parties to enter into a Passenger Station Facilities Agreement to set forth the terms and conditions on which the Commissions shall utilize their platform easement rights at the VRE Station Sites for the construction, maintenance, and operation of commuter rail facilities.

NOW THEREFORE, for and in consideration of the sums of money hereinafter agreed to be paid by the Commissions, and of the covenants upon the part of the Commissions to be kept and performed, as hereinafter expressed, it is agreed between the parties hereto as follows.

1. VRE STATION SITES

Pursuant to the Commissions' Commuter Rail Station Platform Easements¹ and subject to the terms of this Station Facilities Agreement, the Commissions shall have the rights described in the Commuter Rail Station Platform Easements and herein to each of the VRE Station Sites. The parties may agree, from time to time, to amend the Commuter Rail Station Platform Easements and this Station Facilities Agreement to include additional property for use by the Commissions as part of a VRE Station Site or as a new VRE Station Site.

2. TERM

(a) This Station Facilities Agreement shall become effective as of the effective date of the Operating Agreement and shall continue in effect for the life of, and be coterminous with, the Operating Agreement. The period between the effective date and the expiration or early termination of this Station Facilities Agreement shall be the "Term."

(b) At any time during the Term, either party may deliver notice to the other party of such party's wish to arrange a meeting of representatives of the Commissions and VPRA to review this Station Facilities Agreement and to discuss possible modifications thereof. However, neither VPRA nor the Commissions shall be obligated to modify this Station Facilities Agreement.

3. USE

(a) The Commissions will occupy and use the VRE Station Sites only for the purposes permitted by the Commuter Rail Station Platform Easements and this Section 3. No assignment or sublease of this Station Facilities Agreement or any part of the term shall be made by the Commissions without the prior written consent of VPRA, which consent may be withheld for any reason. Occupation, use and possession of the VRE Station Sites shall be by the Commissions and those to whom the Commissions grant permission to occupy and use the VRE Station Sites, and no other person or corporation. Occupation, use and possession of the Manassas

¹ As shown in Deeds of Easement recorded in the Circuit Court of Fairfax County in Instrument #2026026460.001, Deed Book 28684, Page 1959 and in the Circuit Court of Prince William County in Instrument #202605040026292 respectively.

station shall be by the Commissions and those to whom the VPRA grants permission to occupy and use the Manassas station.

(b) The VRE Station Sites shall be used by the Commissions solely for the construction of the commuter rail station and related facilities and improvements, and subject to the provisions of Section 7 hereof, the maintenance and operation of such VRE Station Sites, and the embarking and disembarking of passengers on the Virginia Railway Express (as defined in the Operating Agreement) commuter service and the passengers of other passenger rail service providers permitted by the Commissions to use the VRE Station Sites. In addition, portions of the VRE Station Sites may be used for commercial activities including but not limited to the following: (1) passenger ticket sales by a vending-type machine and (2) newspaper and periodicals vending sales, provided such activities do not unreasonably interfere with VPRA's use of its property or pose an unreasonably safety risk to freight or passenger rail operations.

4. USE OF PROPERTY; HAZARDOUS SUBSTANCE

(a) The Commissions shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the VRE Station Sites by the Commissions, their agents, employees, contractors or invitees, without first obtaining VPRA's written consent, which consent may be withheld for any reason. The Commissions shall indemnify and hold harmless the "Virginia Indemnitees" (as defined in the Operating Agreement), pursuant to the terms of Section 9 hereof, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, arising from the use, generation or disposal of Hazardous Substances or the contamination of the VRE Station Sites in any manner caused or permitted by the Commissions, the Operator (as defined in the Operating Agreement), or the Commissions' passengers or invitees. This indemnification includes, without limitation, any and all costs incurred by VPRA because of any investigation of the VRE Station Sites or any cleanup, removal or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if the Commissions cause or permit the presence of any Hazardous Substance on the VRE Station Sites that results in contamination, the Commissions shall promptly, at their sole expense, take any and all necessary actions to return the VRE Station Sites to the condition reasonably equivalent to that existing on the VRE Station Site at the commencement of the Term. The Commissions shall first obtain VPRA's approval for any such remedial action which approval shall not be unreasonably withheld; however, this requirement shall not limit the Commissions' right to take immediate remedial action to mitigate damages caused by Hazardous Substances.

(b) As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the Commonwealth of Virginia, or the United States government. "Hazardous Substance" includes any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes, but it not restricted to, asbestos, polychlorinated biphenyls (PCBs), petroleum, solvents, printing inks, pesticides, and leads.

5. RIGHTS RESERVED BY VPRA

(a) VPRA reserves unto itself, its licensees, successors and assigns: (1) working in coordination with the Commissions and subject to their consent, the right to use the airspace above existing and future VRE Station Sites for residential, commercial, and office purposes, and to use airspace above any Segment it acquires to access train stations and platforms and to construct new train stations and platforms; and (2) the right to enter, or to have its contractors enter, upon the VRE Station Sites after reasonable advance notice, except in the event emergency circumstances necessitate lesser notice in which case notice practicable under the circumstances shall be provided, for the purpose of maintaining and operating railroad track or tracks, signal and communication facilities and any other VPRA owned apparatus, equipment and facilities located on or adjacent to the VRE Station Sites.

(b) In its exercise of the rights reserved in Section 6(a), VPRA shall use its best efforts not to unreasonably interfere with the Commissions' use of the VRE Station Sites. If VPRA believes that it will significantly interfere with the Commissions' use of the VRE Station Sites, VPRA will give the Commissions as much advance notice as is practicable under the circumstances.

(c) In the event that VPRA grants rights to, or enters into agreements with, easement grantees, licensees, or other third parties affecting the VRE Station Sites subsequent to the date of this Station Facilities Agreement, such rights and agreements shall be consistent with, and shall not unreasonably interfere with, the Commissions' existing use of the affected VRE Station Sites under the Commuter Rail Station Platform Easements and this Station Facilities Agreement. The Commissions shall not be responsible for any costs or expenses incurred in the exercise of the aforesaid rights, including those that would not have been necessary but for the Commissions' use and occupation of VRE Station Sites.

6. IMPROVEMENTS AND ALTERATIONS

(a) Unless otherwise agreed by the parties, any improvements to or alterations of the VRE Station Sites shall be made by, and at the expense of the Commissions, but only with prior written approval of VPRA which approval shall not be unreasonably withheld. All such improvements and alterations shall be made in a good and workmanlike manner and in compliance with all applicable laws and regulations, and shall conform to the plans and specifications approved by VPRA. The Commissions will secure all necessary permits or licenses in any way connected with said improvements or structures and will pay any and all taxes levied against such improvements or structures; said improvements or structures being the sole property of the Commissions. The Commissions shall also be responsible for taxes, licenses, permits, etc., required in connection with any business conducted by or for the Commissions on the VRE Station Sites. If in VPRA's sole discretion the use of a flagman is required for the construction and maintenance of any improvements or the VRE Station Sites, the Commissions shall provide a flagman at the Commissions' expense.

(b) To the extent they are due, the Commissions shall pay the full amount of any and all taxes levied or assessed on account of personal property placed on the VRE Station Sites by the Commissions and any penalties in connection therewith. The Commissions shall be

responsible for all listing and other duties in connection with the taxation of said improvements and personal property.

7. CONDITION AND MAINTENANCE

The Commissions have inspected the VRE Station Sites prior to execution of this Station Facilities Agreement and accept the VRE Station Sites as is. The Commissions shall maintain the VRE Station Sites, including all improvements and any structures thereon, in accordance with the transit asset management standards promulgated by the Federal Transit Administration subject to the allocation of maintenance responsibilities described in other agreements with third parties. As between the Commissions and VPRA, the VRE Station Sites and any improvements or structures hereafter erected by the Commissions thereon shall be maintained by and at the Commissions' sole expense unless otherwise agreed by the parties, and provided that nothing in this provision shall be construed to prohibit the Commissions from entering into agreements under which third parties share, in whole or in part, in such maintenance costs.

8. UTILITIES

The Commissions shall pay for all utilities incident to its use and occupation of the VRE Station Sites, including special or other tax assessments related thereto, if due. VPRA will cooperate, at no cost to the Commissions, in the expeditious approval of utilities located on VPRA owned property proximate to the VRE Station Sites necessary for the Commissions' use and occupation of the VRE Station Sites.

9. RISK OF LIABILITY AND INSURANCE

It is understood and agreed that, as contemplated by Article 9 of the Operating Agreement, the Commissions' obligation to indemnify and insure Virginia Indemnitees pursuant to the provisions of Article 9 of the Operating Agreement (which provisions shall survive for the purposes of this Station Facilities Agreement notwithstanding the prior expiration or termination of the Operating Agreement) shall extend to and include all losses, costs, expenses, damages, and liability which is attributable to, or exacerbated by, the construction, maintenance, and use of the VRE Station Sites and all improvements to the VRE Station Sites and all other activities undertaken on or about the VRE Station Sites by the Commissions, any Operator (as defined by the Operating Agreement), and their respective employees, agents, contractors, passengers, and invitees.

10. CONDEMNATION

In the event a VRE Station Site is condemned by public authority through the exercise of eminent domain, or is sold to or acquired by any public authority under threat of condemnation, thereupon vesting the title in said public authority, this Station Facilities Agreement shall immediately terminate with respect to such VRE Station Site. In such event, the Commissions shall have no claim or right to share in compensation attributable to VPRA's property and improvements other than for improvements made at the cost of the Commissions. The foregoing shall in no manner limit the Commissions' right to all compensation for and damages to all structures, other improvements and the contents thereof owned or placed by the Commissions, or in which the Commissions have any interest, which are attributable to the exercise of eminent

domain or other acquisition by a public authority. VPRA shall not be liable for any inconvenience or damage to the Commissions caused by the aforesaid action of a public authority.

11. TERMINATION

(a) If the Commissions shall fail to keep and perform any of its covenants and agreements herein contained, and if any such default shall continue for a period of thirty (30) days from the date the Commissions receive written notice from VPRA to cure such default, or in the alternative, the Commissions fail to undertake such measures within such 30 days as will reasonably cure such default, the Commissions' rights under this Station Facilities Agreement may be suspended by written notice of VPRA and such suspension shall be lifted by VPRA upon the cure of such breach to VPRA's reasonable satisfaction, or upon earlier written notice of VPRA. Nothing in this provision shall be construed to modify or negate VPRA's right to suspend immediately the VRE commuter rail service under the conditions described in Article 9 of the Operating Agreement.

(b) Upon expiration or termination of the Operating Agreement, unless otherwise agreed by the parties, (i) VPRA may elect to take title to and control of some or all structures, other improvements, and contents thereof owned or placed on the VRE Station Sites by the Commissions, and (ii) for any structures, other improvements, and contents thereof not taken over by VPRA, the Commissions shall promptly vacate the VRE Station Sites and remove therefrom all such structures, other improvements, and contents thereof owned or placed thereon or therein by the Commissions, or in which the Commissions have any interest, including the debris from the removal thereof, and restore the VRE Station Sites to a condition satisfactory to VPRA, all to be completed at the Commissions' cost and expense within twelve (12) months after the date of said termination. It is hereby agreed that the standard for such restoration shall be a condition equal to or better than that of the VRE Station Sites on the date such VRE Station Sites were first made available by VPRA to the Commissions, reasonable wear and tear of structures excluded, but specifically including a requirement for grading and seeding of disturbed areas. In the event of failure of the Commissions to comply, after specific notice to the Commissions, all such structures, improvements and contents thereof are to be considered and treated as having been abandoned by the Commissions and, at the option of VPRA, the ownership of same is to be considered surrendered to VPRA, to be removed, used, destroyed or otherwise as VPRA sees fit and without waiving or reducing the right of VPRA, hereby agreed to, to seek and obtain judgment against the Commissions for any expense and damages resulting from failure of the Commissions to keep and perform its covenants and agreements herein contained.

(c) Termination or expiration of this Station Facilities Agreement shall not deprive VPRA or the Commissions of any other action or remedy against the other which existed prior to such termination. It is expressly understood and agreed that the provisions of Section 9, the obligations of the Commissions to pay amounts accrued under this Station Facilities Agreement, and the provisions of Section 12(b) shall survive the termination or expiration of this Station Facilities Agreement for any reason. It is further understood and agreed that the foregoing provisions shall be subject to satisfaction of any interest a grant funding entity may have in structures or other improvements at VRE Station Sites.

12. DAMAGE OR DESTRUCTION BY FIRE OR NATURAL CAUSES

(a) If during the Term, one or more of the VRE Station Sites are damaged by fires, floods, windstorms, earthquakes, explosions, hurricanes, tornadoes, strikes, acts of public enemy, incidences of terrorism, wars or riots, civil disturbances, acts of God, or other casualty, so that the same are rendered unsuitable for the operation of the Commissions' business, and if said station sites cannot be repaired within one year from the time of said damage, then this Station Facilities Agreement shall terminate with respect to the locations so damaged or destroyed. In such event, the parties shall amend this Station Facilities Agreement to remove the damaged or destroyed VRE Station Sites. However, if the damaged VRE Station Sites can with reasonable diligence be repaired, or if a repair is actually commenced, within one year, the VRE Station Sites shall be, by the Commissions, repaired as quickly as is reasonably possible, and this Station Facilities Agreement shall remain in full force and effect.

(b) No compensation or claim will be allowed or paid by VPRA by reason of inconvenience, annoyance, or injury to business arising from the necessity of repairing the VRE Station Sites or any portion thereof, however the necessity may occur. The Commissions understand and agree that for this reason they will have adequate insurance available to protect their interests in the event of such a casualty.

13. LIMITATIONS

Any approval or permission given by VPRA hereunder or failure of VPRA to object to work done on the VRE Station Sites or use made thereof, including but not limited to the failure of VPRA to object to any material used or method of construction, or plans and specifications for any improvements to, or replacements, restorations or alterations of the VRE Station Sites, shall not be construed as an admission of responsibility by VPRA, or as a waiver of any obligations of the Commissions under this Station Facilities Agreement.

14. GENERAL PROVISIONS

(a) This Station Facilities Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, without regard for conflict of laws principles.

(b) This Station Facilities Agreement may be amended only by a written instrument executed and delivered by both parties.

(c) This Station Facilities Agreement, including the Operating Agreement, and the Commissions Commuter Rail Station Platform Easements, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior or contemporaneous, oral or written, agreements or understandings with respect to such subject matter.

(d) This Station Facilities Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

(e) All notices, requests, consents, and approvals required or permitted under this Station Facilities Agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing to the parties at the addresses set forth below or such other addresses as the parties may designate by delivery of prior notice to the other party:

If to VPRA:

Executive Director
Virginia Passenger Rail Authority
919 East Main Street, Suite 2400
Richmond, VA 23219
Dj.stadtler@vpra.virginia.gov

With a copy to:

General Counsel
Virginia Passenger Rail Authority
919 East Main Street, Suite 2400
Richmond, VA 23219
Michael.westermann@vpra.virginia.gov

If to the Commissions:

Chief Executive Officer
Virginia Railway Express
1500 King Street, Suite 202
Alexandria, Virginia 22314
kchoe@vre.org

With a copy to:

VRE General Counsel
Virginia Railway Express
1500 King Street, Suite 202
Alexandria, Virginia 2214
mcorr@vre.org

(f) Each Commission shall be jointly and severally liable for payment of sums due under this Station Facilities Agreement, and for performance of all other terms and conditions of this Station Facilities Agreement. VPRA may exercise any or all remedies it may have against either or both Commissions.

IN WITNESS WHEREOF, the parties hereto have executed this Passenger Station Facilities Agreement as of the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

VIRGINIA PASSENGER RAIL AUTHORITY

By: _____

Name: DJ Stadler

Title: Executive Director

[SIGNATURE PAGE TO PASSENGER STATION FACILITIES AGREEMENT]

NORTHERN VIRGINIA
TRANSPORTATION COMMISSION

AND

POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION

By: _____

Name: Katie Choe

Title: VRE Chief Executive Officer

[SIGNATURE PAGE TO PASSENGER STATION FACILITIES AGREEMENT]



RESOLUTION #2611

SUBJECT: Approve an Amendment to Exhibit A: Purchase Deposit Agreement of the Amended Manassas Line Funding Agreement with VPRA and Authorize the VRE CEO to Execute the Amendment on Behalf of the Commissions

WHEREAS: Subsequent to the Virginia Passenger Rail Authority (VPRA) acquiring the Manassas Line from Norfolk Southern Railway (“NSR”) in August 2024, the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission (“the Commissions”) approved an Amended Manassas Line Funding Agreement (“Funding Agreement”) with VPRA, in February 2025, authorizing payment by the Commissions of \$155 million to VPRA over a five-year period to acquire four property interests from VPRA which are critical to VRE’s current and future commuter rail operations;

WHEREAS: In accordance with a Purchase Deposit Agreement (“PDA”) between VPRA and the Commissions, approved as part of the Funding Agreement, a \$26 million payment using non-federal funds was made as a down payment on the purchase of the four property interests;

WHEREAS: In March 2026, the Commissions approved a Purchase and Sale Agreement for Seminary Yard, reflecting a reduced purchase price for Seminary Yard based on a reduction and reallocation of the acquisition area for Seminary Yard and the commuter rail operating easement;

WHEREAS: VRE staff recommends approval of the proposed amendment to the PDA to reallocate the amount of non-federal funds applied to the down payment of Seminary Yard to maximize federal funding that can be used for the purchase; and

WHEREAS: The VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission does hereby approve the Amendment to Exhibit A: Purchase Deposit Agreement of the Amended Manassas Line Funding Agreement to reallocate the down payment amount applied to Seminary Yard and the commuter rail operating easement, and authorize the VRE Chief Executive Officer to execute the Amendment on behalf of the Commissions and to further amend and execute all documents, approved by the VRE General Counsel, necessary to reflect the new down payment deposit allocation.

Approved this 4th day of June, 2026.

Sarah Bagley
Chair

Maureen Coffey
Secretary-Treasurer

Execution Copy

**AMENDMENT NO. 1 TO
AMENDED MANASSAS LINE FUNDING AGREEMENT**

The Parties entered into an *Amended Manassas Line Funding Agreement* dated April 2, 2025, which included as Exhibit A the *Purchase Deposit Agreement* (the “PDA”), and now desire to enter into this amendment (“**Amendment No. 1**”) to modify the PDA as follows.

1. Section 2 of the PDA is modified as follows:

Not later than thirty (30) days after execution by the Commissions and VPRA of the Manassas Line Funding Agreement, the Commissions shall pay to VPRA the sum of \$26,000,000 which sum shall be a deposit on the total purchase price for each of the above four property interests. The deposit shall be apportioned among the four property interests as follows:

a. Seminary Yard Property	\$12,576,000 <u>7,164,000</u>
b. Broad Run Conveyed Property	\$2,300,000
c. Commuter Rail Platform Easements	\$554,600
d. Commuter Rail Operating Easement	\$10,569,400 <u>15,981,400</u>

2. Capitalized terms used in this Amendment No. 1 and not otherwise defined herein shall have the meanings ascribed to those same terms in the PDA.
3. All other provisions of the *Amended Manassas Line Funding Agreement* and PDA not modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, VPRA and the Commissions have caused their names to be signed hereto by their duly authorized officers.

VIRGINIA PASSENGER RAIL AUTHORITY

**NORTHERN VIRGINIA TRANSPORTATION
COMMISSION And
POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION**

BY: _____
DJ STADTLER
EXECUTIVE DIRECTOR

BY: _____
KATIE CHOE
VRE CHIEF EXECUTIVE OFFICER

DATE: _____

DATE: _____

AGENDA ITEM #9
Department of Rail and
Public Transportation (DRPT)

TO: Chair Bagley and NVTC Commissioners
FROM: Kate Mattice
DATE: May 28, 2026
SUBJECT: Department of Rail and Public Transportation (DRPT)

At the June 2026 meeting, DRPT staff will give their report. The [monthly DRPT Report](#), which provides updates on DRPT programs and initiatives, is attached.

Also attached is DRPT Director's [May 2026 Report to the Commonwealth Transportation Board](#) highlighting state initiatives and programs revolving around the agency's strategic plan.



COMMONWEALTH of VIRGINIA

Mariia Zimmerman
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 Bagley and NVTC Commissioners

FROM: Mariia Zimmerman, Director

DATE: May 28, 2026

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

The Northern Virginia Public Hearing on the draft VDOT and DRPT **FY2027 Six-Year Improvement Program (SYIP)** was held on May 19 in Alexandria. All hearing information can be found at <https://ctb.virginia.gov/planning-funding/six-year-improvement-program/2026-spring-meetings/>. A DRPT-specific public meeting on the SYIP was held virtually on May 27 and is available to view on our [YouTube](#) page. Comments are being collected through June 1 via this online [form](#). The SYIP is scheduled for adoption at the June 17 CTB Action Meeting, which will be held in Richmond.

At the May **Commonwealth Transportation Board (CTB) meeting**, NVTC presented their funding recommendations for the I-66 Commuter Choice program and Deputy Secretary Laura Schewel presented a broader overview of HOT Lanes in the Commonwealth. The WMATA General Manager and Virginia Board members conducted their annual presentation to the CTB on WMATA budget, system performance, and utilization of the Commonwealth's investment in the WMATA system. You can view the [meeting materials](#) or watch a recording at <https://www.youtube.com/@VDOTLIVE>. VRE CEO, Katie Choe will be doing an informational presentation at the June 16 Workshop.

Please see attached for my **May DRPT Directors Report to the CTB**.

At the May 12 **Transit Service Delivery Advisory Committee (TSDAC)** meeting, staff presented preliminary policy recommendations regarding MERIT scoring and the Transit Ridership Incentive Program (TRIP) and have continued outreach with agencies in targeted group meetings and at Virginia Transit Association conference. At the May meeting, staff also presented recommendations on updates to the TRIP program as part of our required every three-year review of CTB policy. All meeting materials from the May 12 TSDAC meeting are available on the [TSDAC](#) page. The next meeting is scheduled for June 2. DRPT is working

towards presenting recommendations for MERIT scoring and the TRIP Policy in September at CTB for October action.

We are hosting a Statewide Rail Plan meeting on June 1st. We are seeking feedback to ensure the updated plan reflects the needs and priorities of passengers, freight partners, and communities across the Commonwealth. Registration and more information can be found at: [Virginia Statewide Rail Plan - DRPT](#).

Lastly, I wanted to share that we are currently seeking to fill the newly created role of **Chief of Safety and Design**. This position will serve as a member of the Executive Leadership Team, providing guidance and leadership to the Safety and Design Division. Core division duties include overseeing the State Safety and Oversight program, providing oversight of engineering, final design and construction activities for a portfolio of major rail and transit projects funded by the Commonwealth of Virginia and providing technical support necessary to avoid, prevent and mitigate safety incidents.

As a reminder, you can **subscribe** to various DRPT updates, including our data stories, press releases, regular DRPT updates (“The Loop”) and my updates on the www.drpt.virginia.gov website at: <https://public.govdelivery.com/accounts/VADRPT/signup/48537>.



DRPT Monthly Director's Report

May 2026



Growing Ridership & Relationships

- **Statewide Transit**
 - February 2026 ridership was 11.4 million, up six percent from February 2025. See slide 8 for more details
- **Virginia Breeze**
 - February 2026 ridership was nearly 4,400, up one percent from the previous February. See Slide 10 for more details
 - The Virginia Breeze is a partner of the Virginia 250 Celebration and will be increasing services and offering sales to transport people to the festivities throughout the state. DRPT is encouraging our transit partners to join as partners
- **Transit Service Delivery Advisory Committee**
 - TSDAC met on May 12 to continue discussions regarding proposed policy changes to the statewide operating assistance formula and discuss policy options for the Transit Ridership Incentive Program. The next meeting is scheduled for June 2
- **Industry Engagement**
 - As part of TSDAC's review of the MERIT operating program, DRPT conducted four cohort workshops to solicit input from transit operators on the metrics being considered
 - Two workshops (Large Urban NOVA and Large Urban Rest of Virginia) were held on April 23 and two workshops (Small Urban and Rural) were held on April 28
 - Almost every transit agency in the Commonwealth attended as well as representatives from TSDAC, Virginia Transit Association, and Community Transportation Association of Virginia
 - DRPT received questions about the operating review process and used the time to help answer these questions and provide better clarity on the concepts being proposed
 - Staff has scheduled additional cohort workshops the week of May 18 to solicit additional input as the work with TSDAC progresses; and hosting sessions at the Virginia Transit Association conference on May 19-20 in Fredericksburg

DRPT in the News

Public Engagement

- **DRPT Virtual SYIP Hearing**

- DRPT will host an [all-virtual Six-Year Improvement Program meeting on May 27th at 5:30pm](#), in addition to attending the nine construction district meetings. Board members are welcome to attend!

- **Try Transit Week featured in Global Impact Report**

- The Association of Community Transportation's 2025 Global Impact Report, which reviews the annual impact of Transportation Demand Management on a global scale, highlighted the return of DRPT's *Try Transit Week* promotion campaign in September 2025
- The Try Transit Week campaign promoted commuting by transit and supports Virginia's transit agencies
- The one-week campaign generated nearly 600,000 impressions and led to an increase in transit trips taken

- **May Bike Month Challenge**

- In May, DRPT launched the inaugural Bike Month Challenge, a statewide competition encouraging residents to log bike rides throughout May using the **ConnectingVA app**, with cities competing for the highest number of rides
- The initiative is driven by mayors who challenge rival cities and rally residents through public outreach and social engagement

Celebrating our Partners

Milestones from Across the Commonwealth

- **April 1:** Bay Transit launched expanded its Bay Transit Microtransit to New Kent County
- **April 13:** Arlington Transit launched its pilot microtransit service, MICRO
- **April 17:** DRPT joined WMATA and local officials to celebrate the topping-out of the Crystal City Metro Station Eastern Entrance project
- **April 22:** DRPT attended OmniRide's Northern Virginia Community College's bus shelter ribbon cutting



Looking to the Future

Upcoming General Assembly Studies

- **WMATA Efficiency Reporting***
 - DRPT will study WMATA cost savings and cost efficiency efforts; October 15 report deadline
- **Streamlining Bus Services***
 - DRPT shall evaluate the feasibility of consolidating Alexandria DASH, Fairfax Connector, Arlington Transit, and Fairfax CUE into one regional bus system; November 1 report deadline
- **Private Companies & Public Transportation Services**
 - DRPT will convene a stakeholder workgroup and conduct analysis to inform implementation of legislation requiring equivalent compensation under certain circumstances; December 1 report deadline
- **Funding Opportunities for Transit-Oriented Development**
 - DRPT will conduct a statewide review to plan, promote, and identify opportunities for TOD; December 15 deadline report

Transforming Rail in Virginia

Virginia Passenger Rail Authority Updates

- **Virginia Passenger Rail Authority Board of Director meets May 21 in Alexandria**
- **Long Bridge Project**
 - On the North Package, crews are installing micropiles, which is the first step to the foundations of the future rail bridge over Maine Avenue SW
 - In March and April, the South Package contractor installed four test piles in strategic locations to ensure a strong, reliable foundation for the new rail bridge
 - The contractor is planning a Mount Vernon Trail detour route to go into effect in late May 2026 thru 2030
 - The trail will remain open to cyclists and pedestrians throughout the project. Trail users should expect periodic crossings of equipment where the trail meets the construction access road. Flaggers will be present to help keep bikers and pedestrians safe
- **Alexandria Station/King & Commonwealth Bridges (VRE-led)**
 - Construction on a temporary platform began in April to allow two platform passenger boarding edges during construction activities
 - The contractor will begin major bridge work in May to install jump spans, which will enable the construction of wider abutments for the new bridges. These activities are scheduled for three weekends in May. These will have operational impacts at Alexandria Station as well as traffic and pedestrian detours at King St and Commonwealth Ave
 - Extensive public outreach is taking place, including a Community Advisory Group meeting, a special online public meeting, a VRE “Meet the Management” event at the station, and a presentation at the Rosemont Civic Association meeting
- **New River Valley Passenger Rail Project**
 - The contractor has begun pouring concrete for the high-level boarding platform. Construction is also progressing on the soldier pile lagging wall, which runs the length of Depot Street. The project team is coordinating on relocations of electrical, communications, and sewer utilities

Transform Rail 2.0

DRPT Rail Updates

- **Virtual Statewide Rail Plan Meeting**

- On [June 1](#), DRPT will host a virtual public meeting for the Statewide Rail Plan. Stakeholder meetings will follow, with dates to be determined
- These meetings will share information about the rail planning process, along with initial survey results, and will engage with the public and stakeholders on rail preferences, strategies, and habits

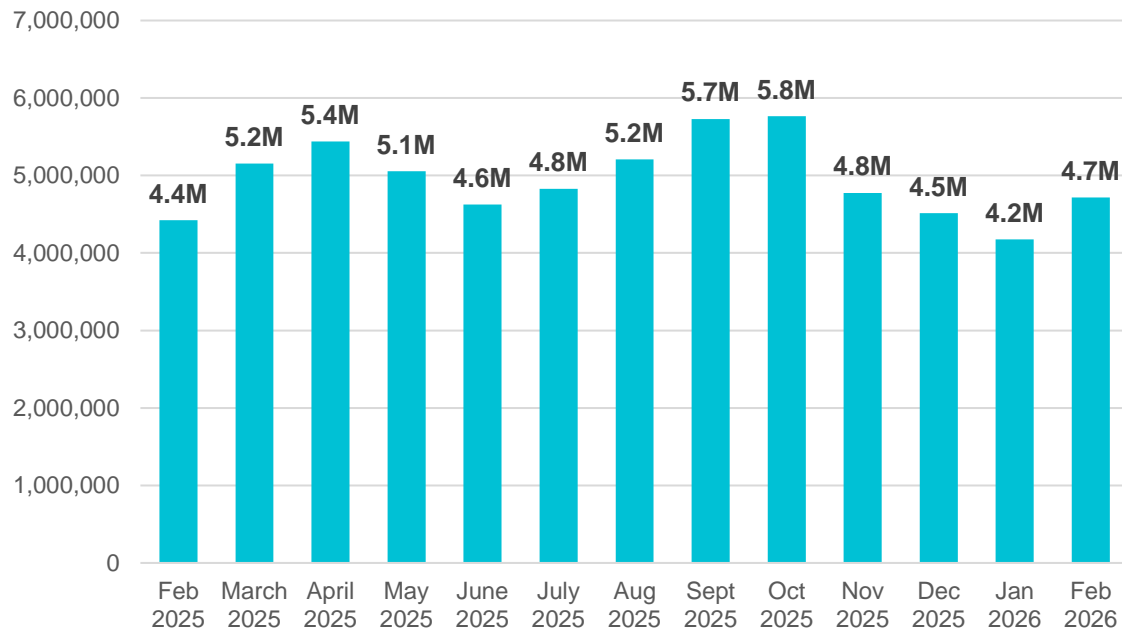
- **Innovating Rail Data**

- DRPT Rail Planning is developing a Rail Linear Referencing System (LRS) to better integrate rail data and connect to VDOT's roadway data system
- A LRS uses routes and mileposts rather than traditional coordinates (latitude and longitude) to quickly overlay large datasets like speed, volume, condition, investments, and incidents onto the network
- It will allow quick referencing of discrepancies between railroad and FRA mileposts as well as pulling VDOT data at all highway-road crossings

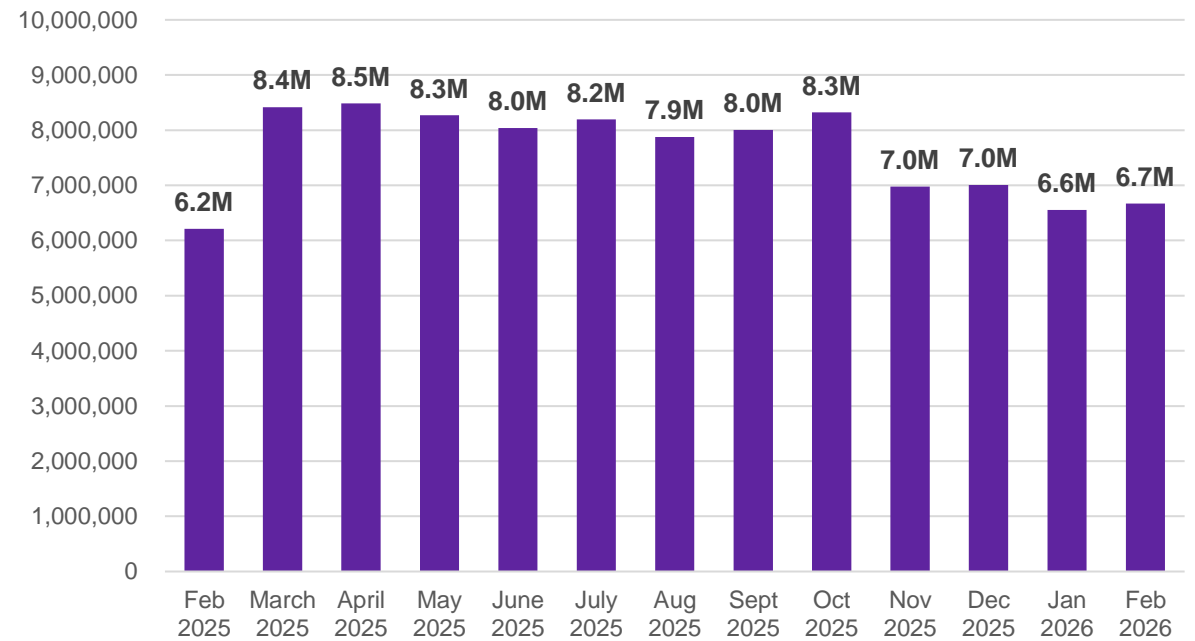
Statewide Transit Ridership

Past 13-months

Statewide Transit Ridership – February 2025 to February 2026



Virginia Agencies (incl. VRE)



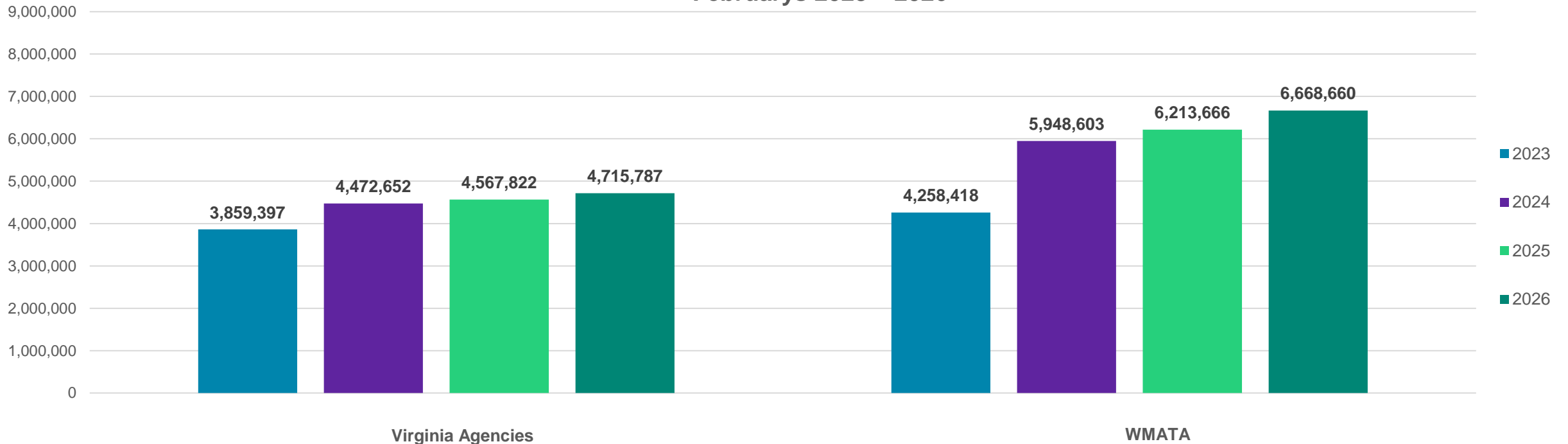
WMATA

Agencies	Feb 2025	March 2025	April 2025	May 2025	June 2025	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Total
Virginia Agencies	4,422,149	5,155,217	5,437,004	5,053,320	4,624,290	4,826,487	5,208,249	5,729,123	5,765,456	4,774,932	4,513,370	4,175,539	4,715,787	59,978,774
WMATA	6,213,666	8,418,575	8,483,804	8,272,850	8,038,628	8,197,440	7,877,904	8,005,759	8,320,907	6,977,427	7,005,271	6,551,481	6,668,660	92,818,706
Total	10,635,815	13,573,792	13,920,808	13,326,170	12,662,918	13,023,927	13,086,153	13,734,882	14,086,363	11,752,359	11,518,641	10,727,020	11,384,447	152,797,480

*Last 12 Months

Statewide Ridership Comparison

Ridership Comparison: Year-to-Year
Februarys 2023 – 2026



Mode	2023	2024	2025	2026	2026 vs 2023	2026 vs 2024	2026 vs 2025
Virginia Agencies	3,859,397	4,472,652	4,567,822	4,715,787	22%	5%	3%
WMATA	4,258,418	5,948,603	6,213,666	6,668,660	57%	12%	7%
Total	8,117,815	10,421,255	10,781,488	11,384,447	40%	9%	6%

Virginia Breeze Ridership Past 13 months

In February 2026, ridership on VA Breeze routes totaled 4,377 which was:

- 153% higher than original estimates, and
- 1% higher than February 2025

In February 2026, the VA Breeze contributed to a reduction of 145 metric tons of CO₂ equivalent emissions.

Valley Flyer:

- Ridership – 2% lower than February 2025
- Farebox Rev. – 3% lower than February 2025

Piedmont Express:

- Ridership – 15% higher than February 2025
- Farebox Rev. – 19% higher than February 2025

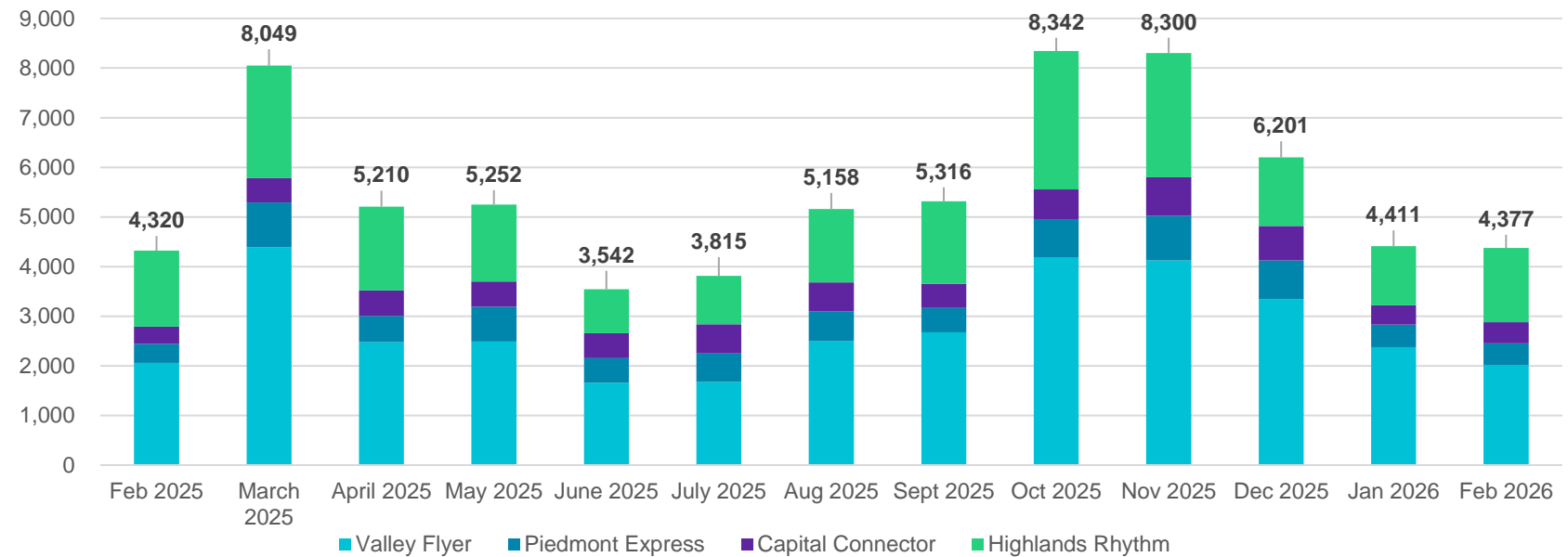
Capital Connector:

- Ridership – 23% higher than February 2025
- Farebox Rev. – 28% higher than February 2025

Highlands Rhythm:

- Ridership – 2% lower than February 2025
- Farebox Rev – 1% lower than February 2025

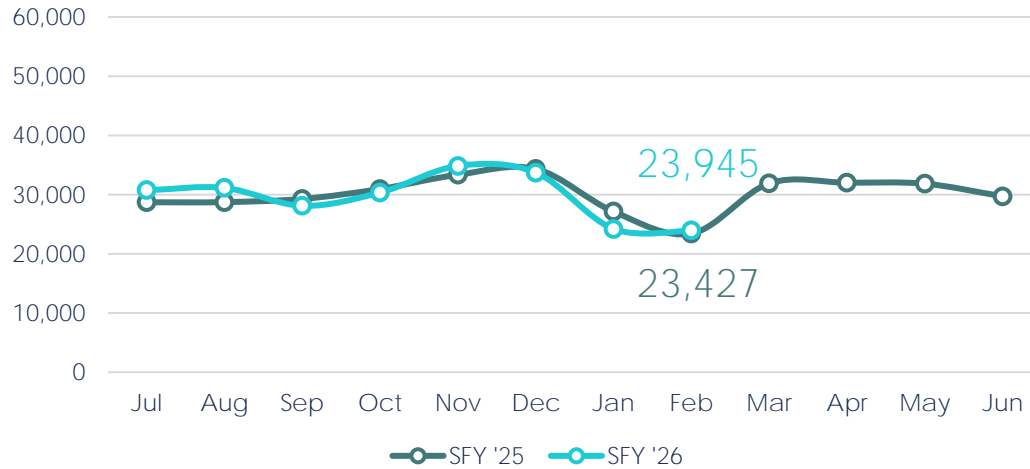
Virginia Breeze Ridership by Route – February 2025 to February 2026



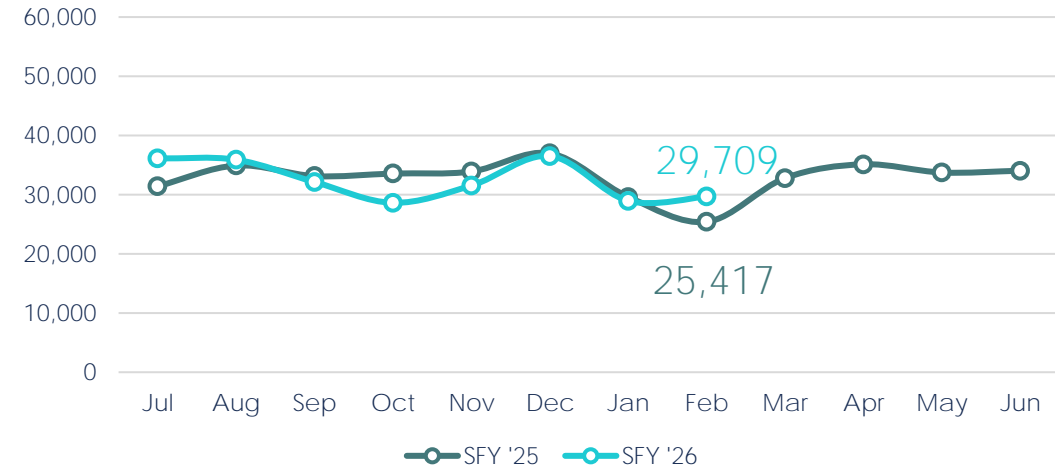
Route	Feb 2025	March 2025	April 2025	May 2025	June 2025	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Total
Valley Flyer	2,057	4,385	2,475	2,489	1,655	1,675	2,493	2,676	4,189	4,124	3,344	2,377	2,012	33,894
Piedmont Express	384	908	531	702	499	577	606	490	767	895	781	451	440	7,647
Capital Connector	345	490	513	508	504	585	581	484	598	778	694	389	424	6,548
Highlands Rhythm	1,534	2,266	1,691	1,553	884	978	1,478	1,666	2,788	2,503	1,382	1,194	1,501	19,884
All Routes	4,320	8,049	5,210	5,252	3,542	3,815	5,158	5,316	8,342	8,300	6,201	4,411	4,377	67,970 <small>*13 months</small>

Virginia-Supported Monthly Ridership SFY '26 vs. SFY '25

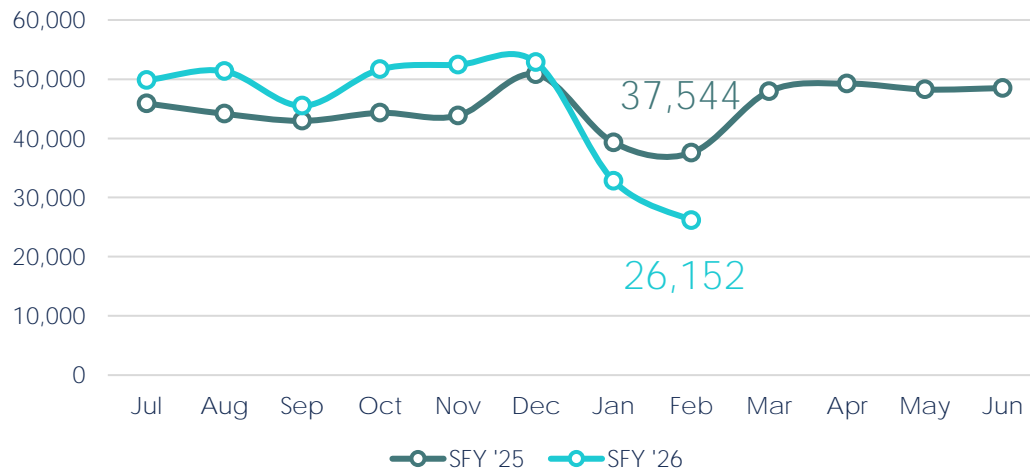
Route 46: Roanoke (+2.2%)



Route 47: Newport News (+16.9%)



Route 50: Norfolk (-30.3%)



Express Buses



Note: Route ridership subject to Amtrak data finalization. To be reported in a future EDR appendix.

Winter storms Gianna and Hernando canceled four trains.

One day of reduced operations due to storm clean up.

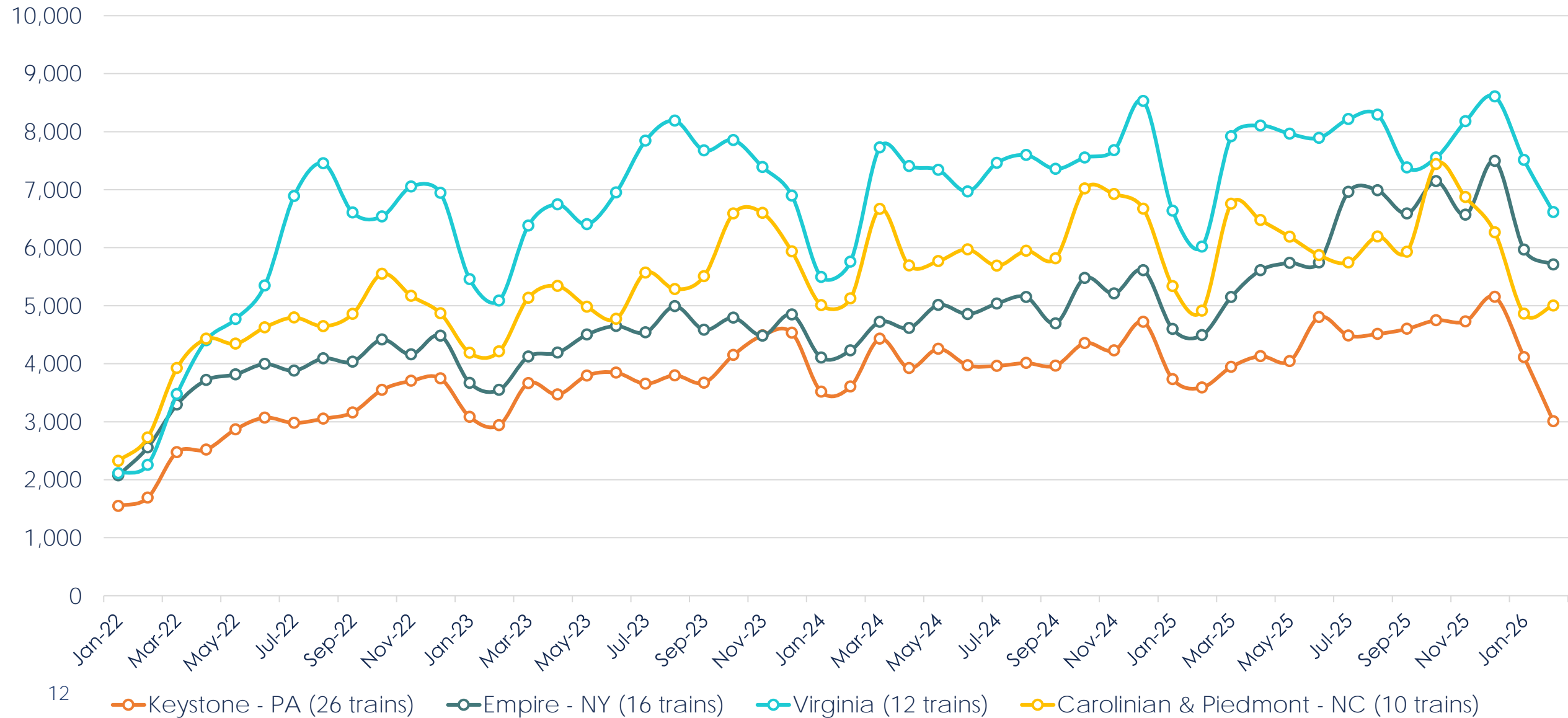
Express Bus chart displays Hampton Roads trips.

Next month, it will also include RVA area express buses.



Virginia & Comparable State-Supported Service Ridership

Normalized: Monthly Ridership ÷ Daily Trains





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TO: Chair Bagley and NVTC Commissioners
FROM: Kate Mattice
DATE: May 28, 2026
SUBJECT: Executive Director Report

At the June 2026 meeting, the executive director will give her 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 jurisdictional and regional partners.

The June 2026 Executive Director Newsletter will be provided to Commissioners at the Commission meeting and posted online at <https://novatransit.org/news-and-media/newsletter/>.

B. NVTC Financial Reports

The [April 2026 Financial Reports](#) are provided as information.

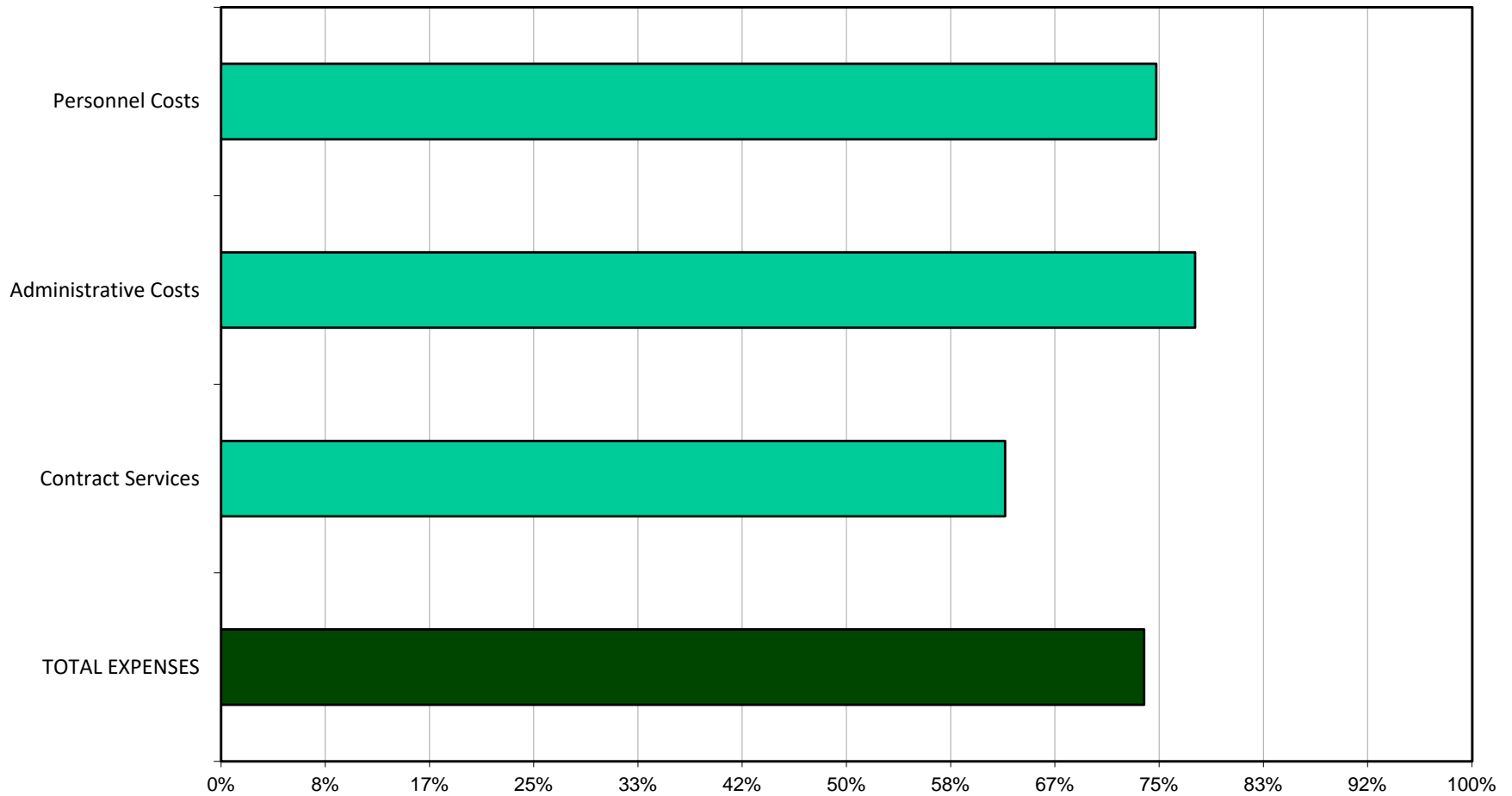


Northern Virginia Transportation Commission

Financial Reports

April 2026

PERCENTAGE OF FY 2026 NVTC ADMINISTRATIVE BUDGET USED
April 2026
(TARGET 83.3% OR LESS)



Note: Refer to pages 2 and 3 for details

NORTHERN VIRGINIA TRANSPORTATION COMMISSION
G&A BUDGET VARIANCE REPORT
April 2026

	Current Month	Year To Date	Annual Budget	Balance Available	Balance %
<u>Personnel Costs</u>					
Salaries and Wages	\$ 229,865.38	\$ 2,200,079.60	\$ 2,934,000.00	\$ 733,920.40	25.0%
Temporary Employee Services	-	-	-	-	
Total Personnel Costs	229,865.38	2,200,079.60	2,934,000.00	733,920.40	25.0%
<u>Benefits</u>					
Employer's Contributions:					
FICA	15,472.57	155,985.16	205,000.00	49,014.84	23.9%
Group Health Insurance	16,437.75	160,661.04	255,000.00	94,338.96	37.0%
Retirement	20,420.00	204,200.00	238,000.00	33,800.00	14.2%
Workmans & Unemployment Compensation	121.73	1,353.24	6,400.00	5,046.76	78.9%
Life Insurance	278.06	2,059.58	6,700.00	4,640.42	69.3%
Long Term Disability Insurance	1,295.27	14,004.65	18,800.00	4,795.35	25.5%
Total Benefit Costs	54,025.38	538,263.67	729,900.00	191,636.33	26.3%
<u>Administrative Costs</u>					
Commissioners Per Diem	850.00	9,000.00	15,000.00	6,000.00	40.0%
<i>Rents:</i>					
Office Rent	41,928.40	379,584.74	474,500.00	94,915.26	20.0%
Office Rent	40,213.05	366,370.20	454,000.00	87,629.80	19.3%
Parking & Transit Benefits	1,715.35	13,214.54	20,500.00	7,285.46	35.5%
<i>Insurance:</i>					
Public Official Bonds	765.00	5,960.00	8,900.00	2,940.00	33.0%
Public Official Bonds	440.00	2,440.00	2,600.00	160.00	6.2%
Liability and Property	325.00	3,520.00	6,300.00	2,780.00	44.1%
<i>Travel:</i>					
Conference / Professional Development	6,993.77	49,577.87	76,500.00	26,922.13	35.2%
Conference / Professional Development	4,078.93	33,143.18	54,500.00	21,356.82	39.2%
Non-Local Travel	141.38	3,840.20	2,500.00	(1,340.20)	-53.6%
Local Travel, Meetings and Related Expenses	2,773.46	12,594.49	19,500.00	6,905.51	35.4%

NORTHERN VIRGINIA TRANSPORTATION COMMISSION
G&A BUDGET VARIANCE REPORT
April 2026

	<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>	1,988.85	14,827.04	19,400.00	4,572.96	23.6%
Postage	112.87	717.55	1,400.00	682.45	48.7%
Telephone and Data	1,875.98	14,109.49	18,000.00	3,890.51	21.6%
<i>Publications & Supplies</i>	6,745.51	30,402.94	35,700.00	5,297.06	14.8%
Office Supplies	8.20	1,850.18	2,000.00	149.82	7.5%
Duplication and Paper	(728.17)	7,673.64	8,700.00	1,026.36	11.8%
Public Engagement	7,465.48	20,879.12	25,000.00	4,120.88	16.5%
<i>Operations:</i>	6,221.23	41,591.71	55,900.00	14,308.29	25.6%
Furniture and Equipment (Capital)	2,676.49	8,141.35	18,400.00	10,258.65	55.8%
Repairs and Maintenance	57.97	433.22	1,000.00	566.78	56.7%
Computer Operations	3,486.77	33,017.14	36,500.00	3,482.86	9.5%
<i>Other General and Administrative:</i>	989.96	12,301.05	11,900.00	(401.05)	-3.4%
Memberships	110.32	1,090.51	1,600.00	509.49	31.8%
Fees and Miscellaneous	879.64	8,510.54	8,800.00	289.46	3.3%
Advertising (Personnel/Procurement)	-	2,700.00	1,500.00	(1,200.00)	-80.0%
Total Administrative Costs	<u>66,482.72</u>	<u>543,245.35</u>	<u>697,800.00</u>	<u>154,554.65</u>	<u>22.1%</u>
<u>Contracting Services</u>					
Auditing	-	25,900.00	26,400.00	500.00	1.9%
Contract Services and Support					
Commuter Choice	20,507.92	151,292.28	146,500.00	(4,792.28)	-3.3%
Research Support (excludes carryover)	5,609.90	66,522.51	250,000.00	183,477.49	73.4%
Other Technical	7,516.67	90,286.70	120,000.00	29,713.30	24.8%
Legal	<u>2,500.00</u>	<u>25,000.00</u>	<u>30,000.00</u>	<u>5,000.00</u>	<u>16.7%</u>
Total Contract Services	36,134.49	359,001.49	572,900.00	213,898.51	37.3%
 Total Gross G&A Expenses	<u><u>\$ 386,507.97</u></u>	<u><u>\$ 3,640,590.11</u></u>	<u><u>\$ 4,934,600.00</u></u>	<u><u>\$ 1,294,009.89</u></u>	<u><u>26.2%</u></u>

NVTC
 RECEIPTS and DISBURSEMENTS
 April 2026

Date	Payer / Payee	Purpose	Virginia LGIP				
			Wells Fargo Checking	Wells Fargo Savings	NVTC G&A / Project	Commuter Choice	Trusts
RECEIPTS							
1	Alexandira	G&A contribution		\$ 12,050.00			
6	NVTC	Commuter Choice reimbursements			446,179.00		
13	DRPT	Capital grants receipts - Fairfax					50,525.52
14	DRPT	Capital grants receipts - Fairfax					115,283.80
20	VDOT	Commuter Choice I-66 toll revenue				2,828,520.50	
20	DRPT	Capital grants receipts - Fairfax					113,790.45
22	DRPT	Capital grant receipt - Fairfax					110,257.24
22	DRPT	Operating assistance - Fairfax					593,115.00
22	DRPT	Capital grant receipt - Arlington					737,220.75
24	DRPT	Capital and operating assistance - WMATA					19,786,064.33
24	DRPT	Commuter Choice I-395/95 ATI payment				17,395,401.00	
30	DMV	Motor Vehicle Fuels Sales tax			1,250,000.00		3,214,575.16
30	DMV	CROC					
30	Banks	Investment earnings		133.63	4,564.48	420,490.44	1,188,587.77
TOTAL RECEIPTS			-	12,183.63	1,700,743.48	20,644,411.94	25,909,420.02

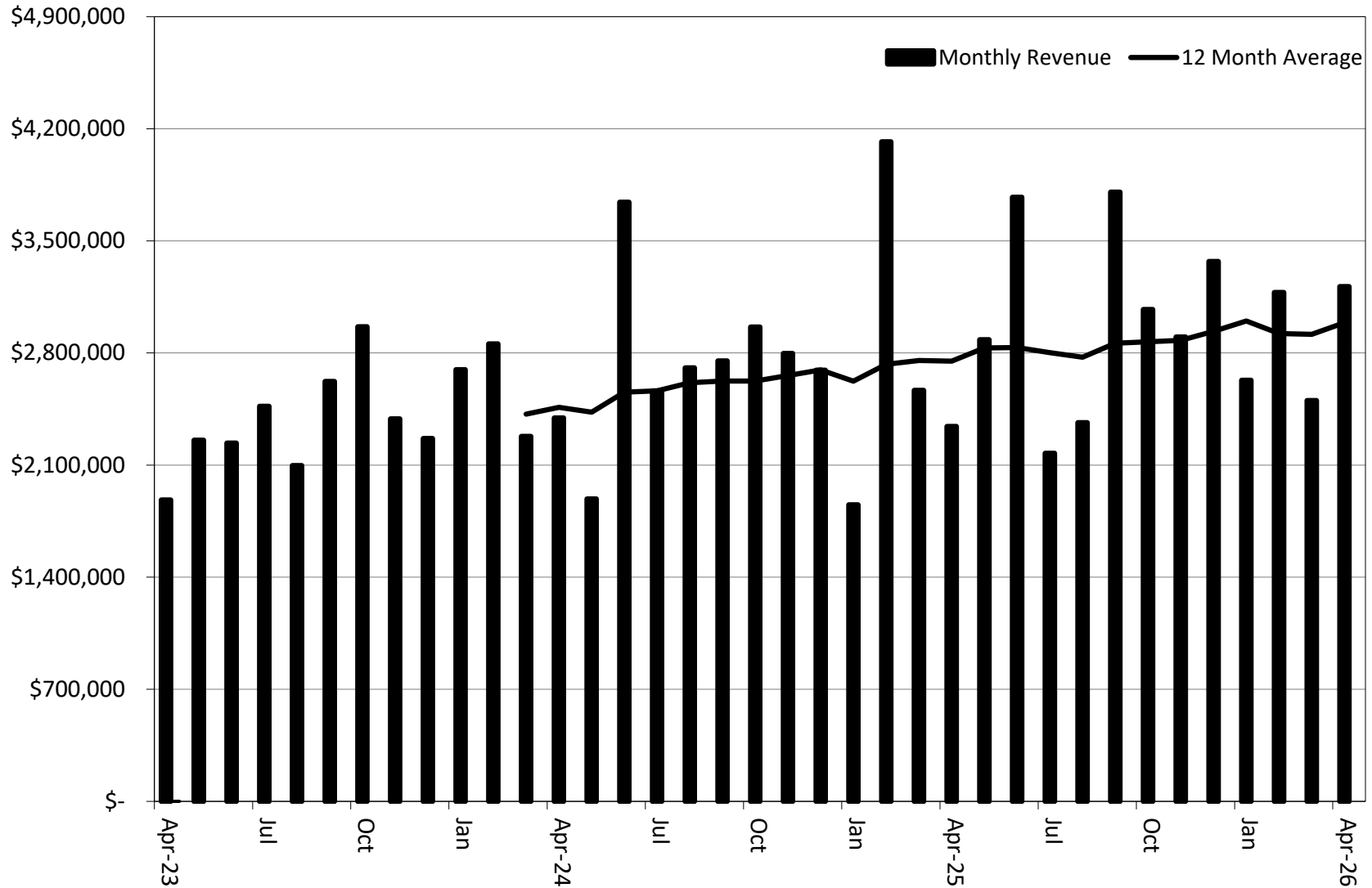
NVTC
RECEIPTS and DISBURSEMENTS
April 2026

Date	Payer / Payee	Purpose	Virginia LGIP					
			Wells Fargo Checking	Wells Fargo Savings	NVTC G&A / Project	Commuter Choice	Trusts	
DISBURSEMENTS								
1-30	Various	G&A expenses	(309,543.30)					
1	WMATA	Metrobus operating						(19,480,763.57)
1	WMATA	Metrorail operating						(44,875,714.24)
1	WMATA	MetroAccess operating						(3,555,672.19)
1	WMATA	Debt service						(3,846,973.00)
1	WMATA	CIP						(8,310,122.00)
1	WMATA	Project planning						(198,175.00)
2	Loudoun	Other operating						(20,692,894.05)
6	NVTC	I-66 Commuter Choice reimbursement					(284,369.00)	
6	NVTC	I-395/95 Commuter Choice reimbursement					(161,810.00)	
9	Kimley-Horn	Consulting - NTD project	(26,700.63)					
9	Kimley-Horn	Consulting - Commuter Choice	(11,164.49)					
9	AECOM	Consulting - ZEB	(8,708.55)					
14	Loudoun	I-66 Commuter Choice reimbursement					(90,216.00)	
14	PRTC	I-395/95 Commuter Choice reimbursement					(168,755.00)	
16	Kimley-Horn	Consulting - NTD project	(22,649.54)					
20	City of Fairfax	Other operating						(804.00)
30	VRE	CROC			(1,250,000.00)			
30	Banks	Bank charge	(115.89)	(161.82)				
TOTAL DISBURSEMENTS			<u>(378,882.40)</u>	<u>(161.82)</u>	<u>(1,250,000.00)</u>	<u>(705,150.00)</u>	<u>(100,961,118.05)</u>	
TRANSFERS								
3	Transfer	From LGIP to checking	150,000.00		(150,000.00)			
17	Transfer	From LGIP to LGIP (NTD project)			22,649.54			(22,649.54)
17	Transfer	From LGIP to checking	150,000.00		(150,000.00)			
NET TRANSFERS			<u>300,000.00</u>	<u>-</u>	<u>(277,350.46)</u>	<u>-</u>	<u>(22,649.54)</u>	
NET INCREASE (DECREASE) FOR MONTH			<u>\$ (78,882.40)</u>	<u>\$ 12,021.81</u>	<u>\$ 173,393.02</u>	<u>\$ 19,939,261.94</u>	<u>\$ (75,074,347.57)</u>	

**NVTC
INVESTMENT REPORT
April 2026**

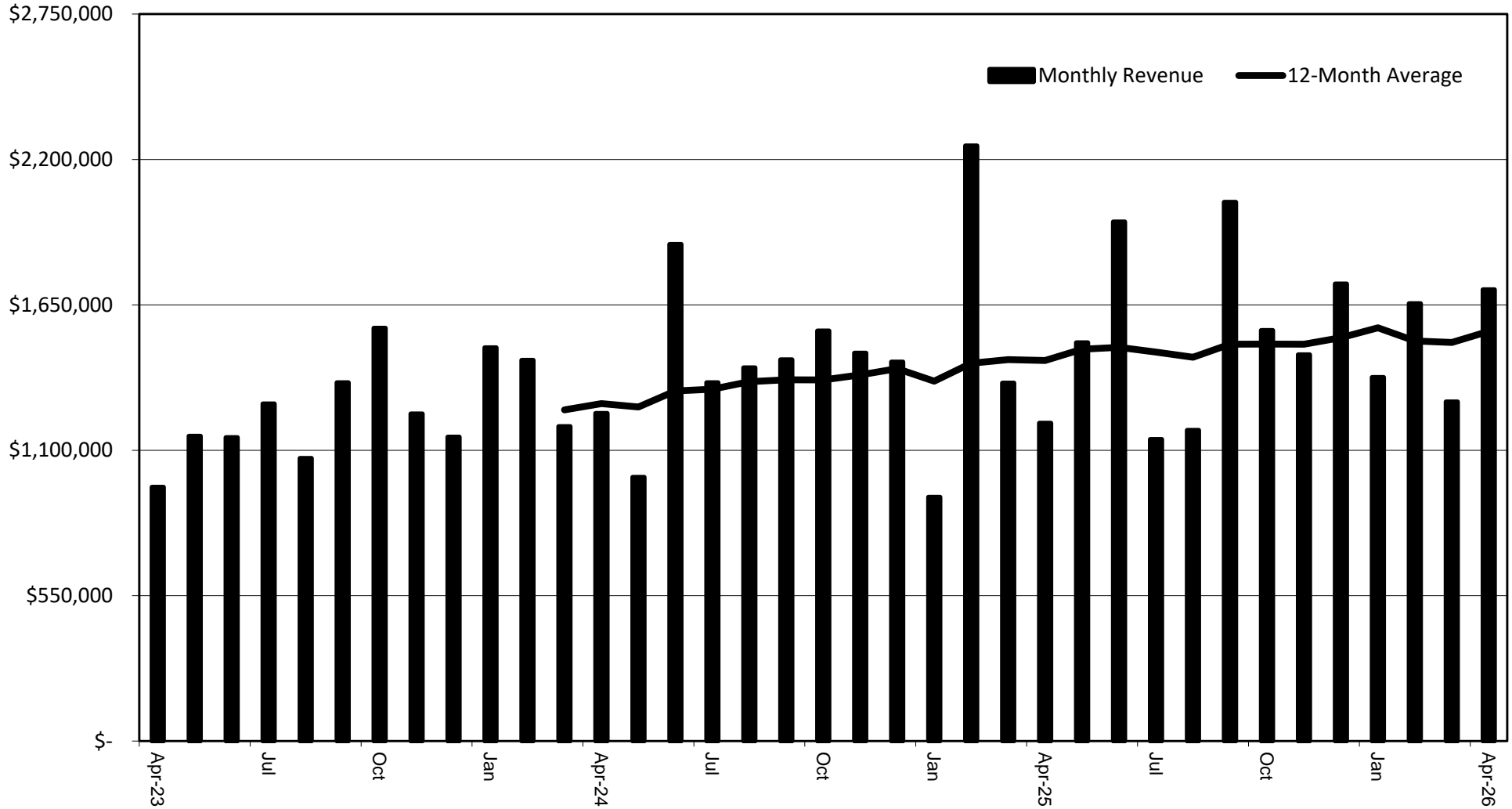
<u>Type</u>	<u>Rate</u>	<u>Balance 3/31/2026</u>	<u>Increase (Decrease)</u>	<u>Balance 4/30/2026</u>	<u>Balance</u>			
					<u>NVTC G&A/Project</u>	<u>Commuter Choice</u>	<u>Jurisdictions Trust Fund</u>	<u>Loudoun Gas Tax Trust Fund</u>
<u>Cash Deposits</u>								
Wells Fargo: NVTC Checking	N/A	\$ 80,195.08	\$ (78,882.40)	\$ 1,312.68	\$ 1,312.68	\$ -	\$ -	\$ -
Wells Fargo: NVTC Savings	0.480%	326,707.91	12,021.81	338,729.72	338,729.72	-	-	-
<u>Investments</u>								
Bank of America: Virginia Local Government Investment Pool	3.835%	608,343,669.99	(54,961,692.61)	553,381,977.38	1,514,188.38	151,031,643.89	367,369,261.49	33,466,883.62
		<u>\$ 608,750,572.98</u>	<u>\$ (55,028,553.20)</u>	<u>\$ 553,722,019.78</u>	<u>\$ 1,854,230.78</u>	<u>\$ 151,031,643.89</u>	<u>\$ 367,369,261.49</u>	<u>\$ 33,466,883.62</u>

NVTC MONTHLY GAS TAX REVENUE ALL JURISDICTIONS FISCAL YEARS 2023-2026



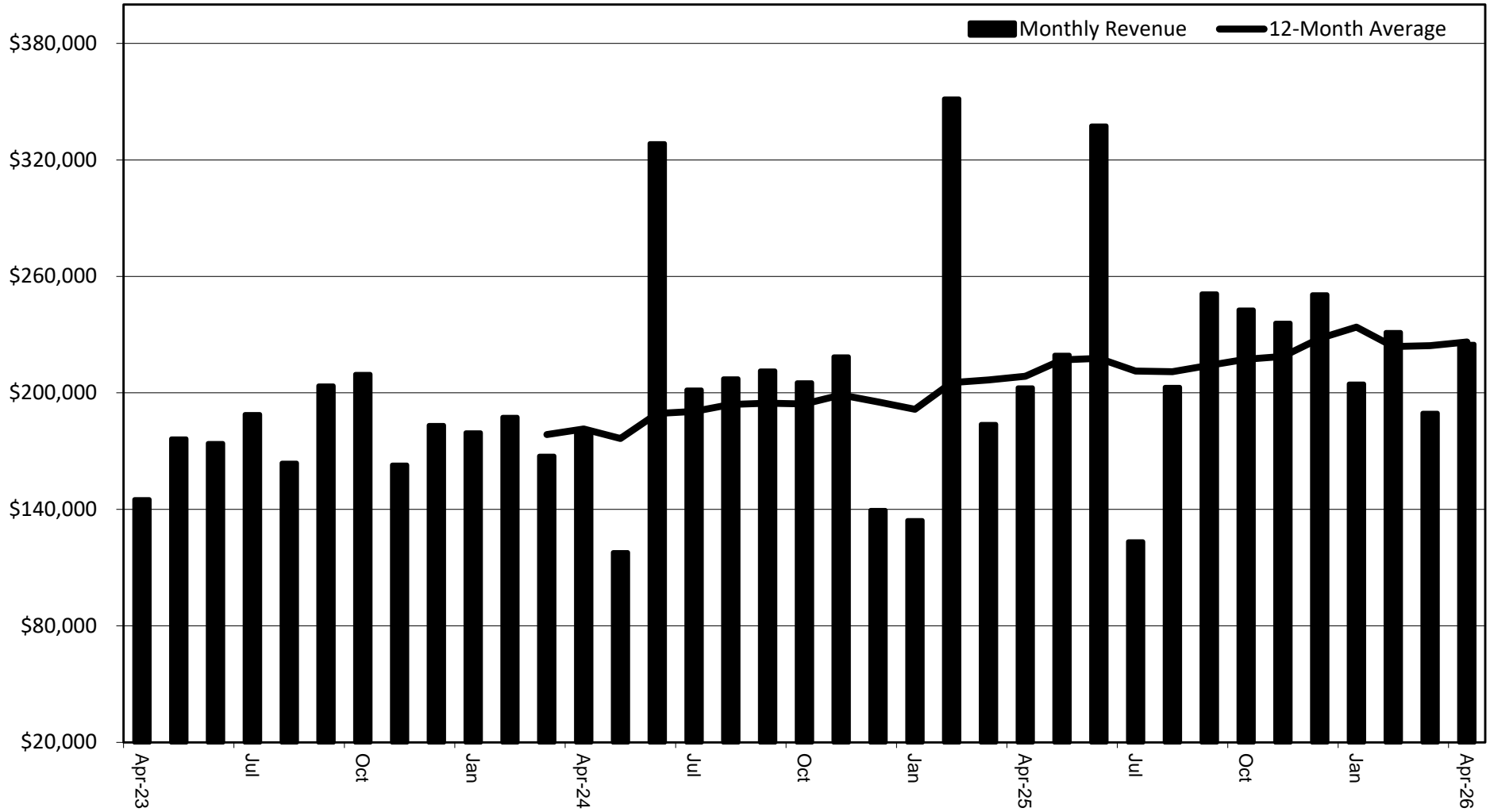
Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.

NVTC MONTHLY GAS TAX REVENUE FAIRFAX COUNTY FISCAL YEARS 2023-2026



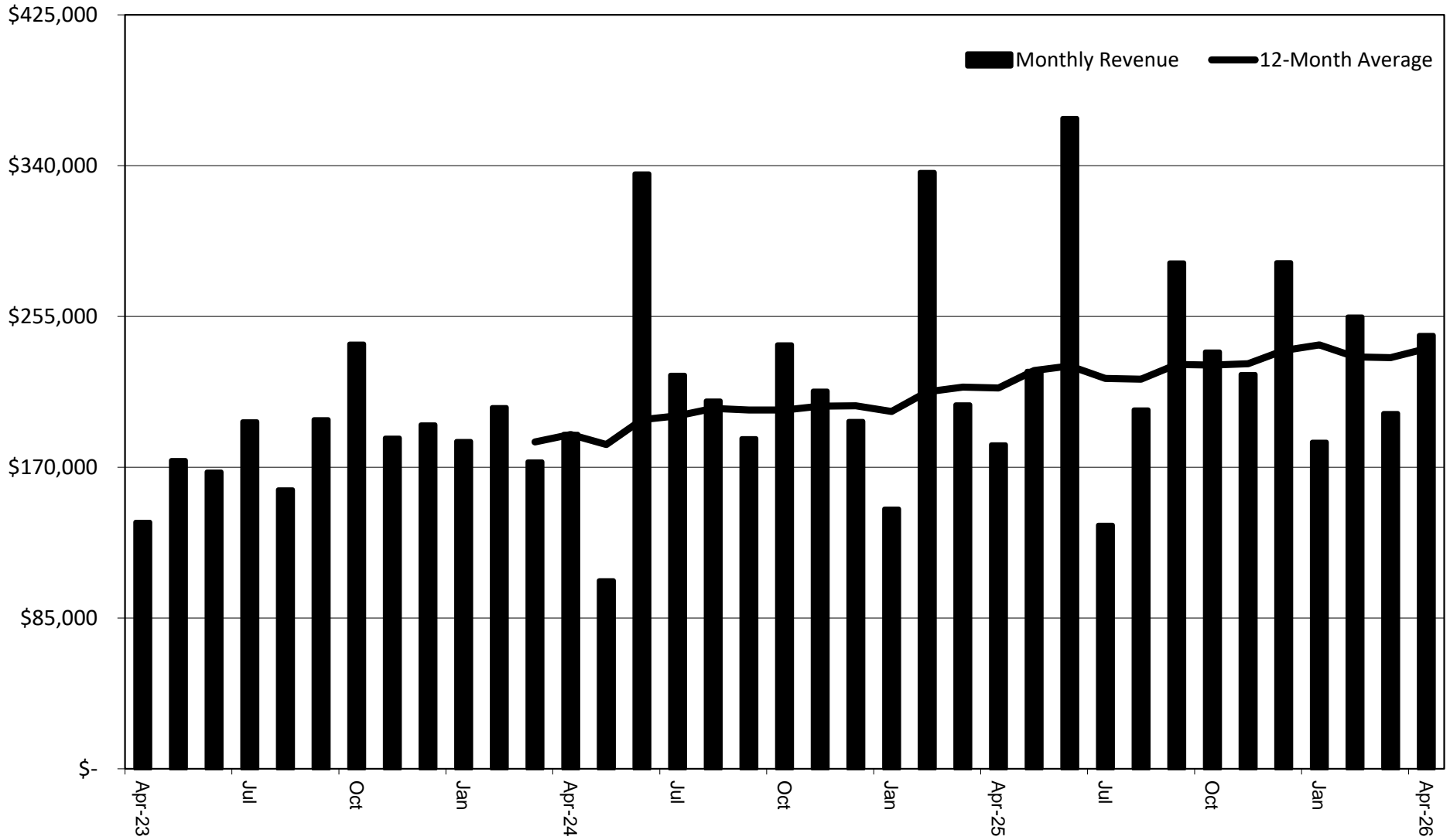
Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.

NVTC MONTHLY GAS TAX REVENUE CITY OF ALEXANDRIA FISCAL YEARS 2023-2026



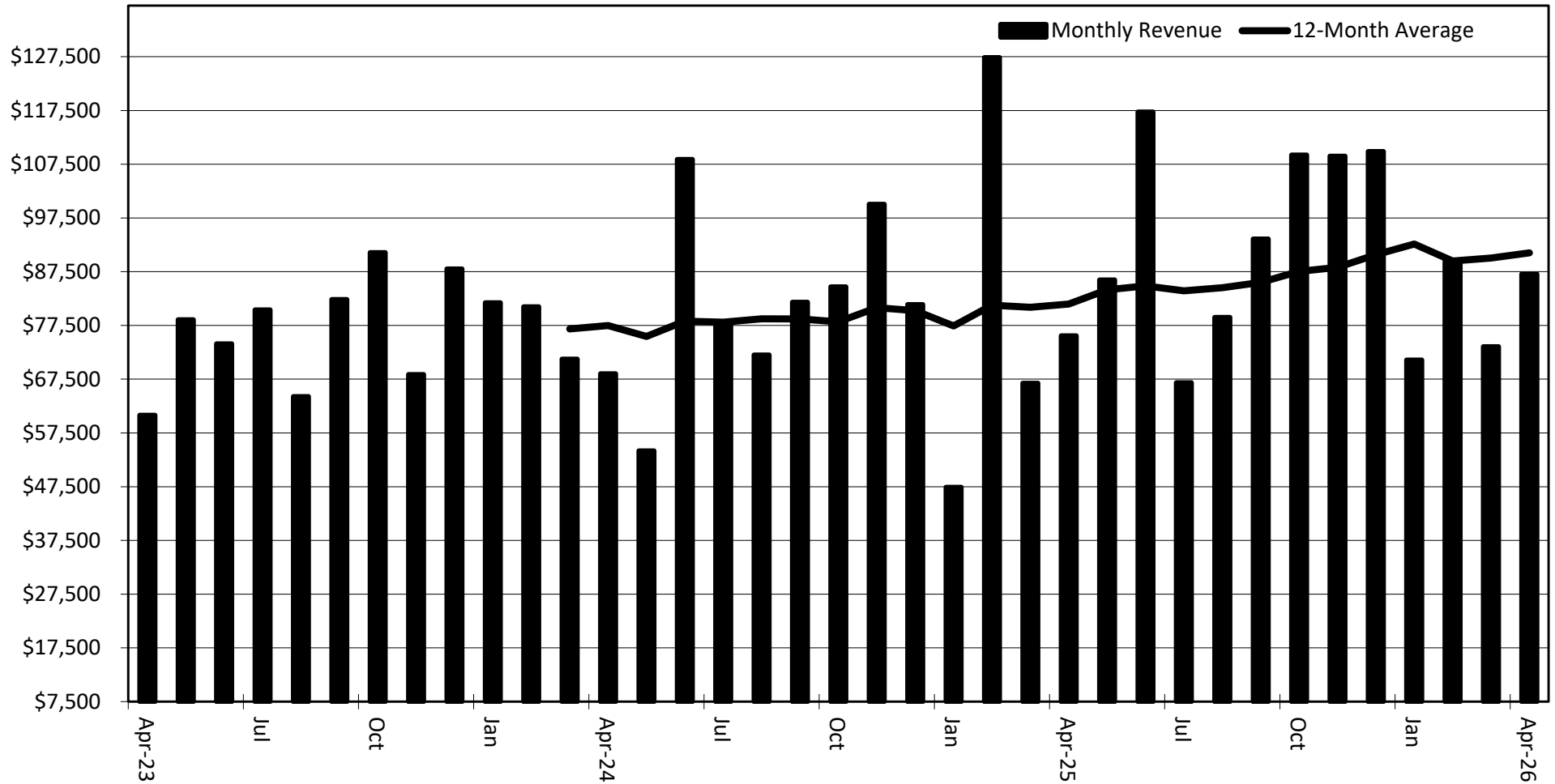
Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.

NVTC MONTHLY GAS TAX REVENUE ARLINGTON COUNTY FISCAL YEARS 2023-2026



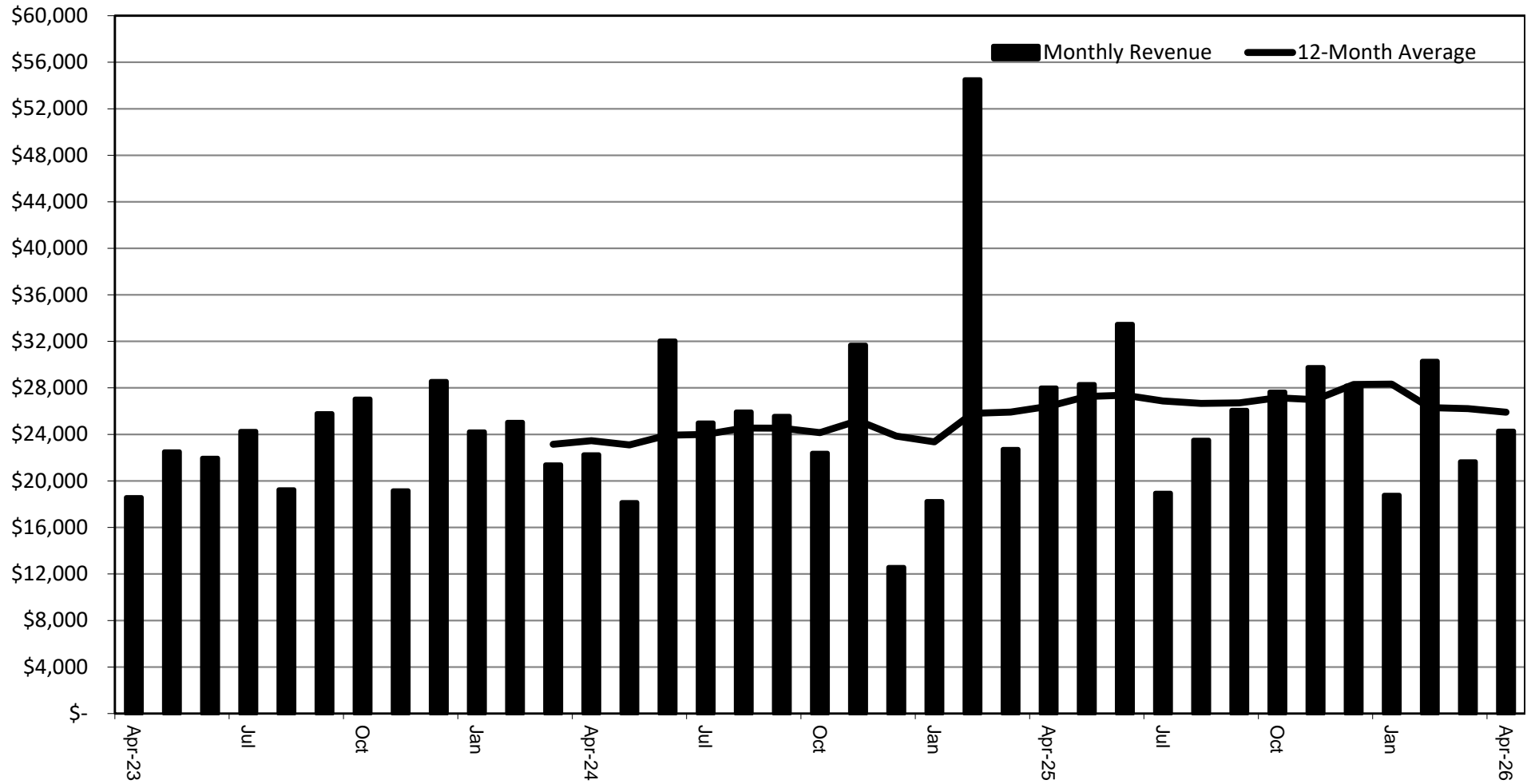
Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.

NVTC MONTHLY GAS TAX REVENUE CITY OF FAIRFAX FISCAL YEARS 2023-2026



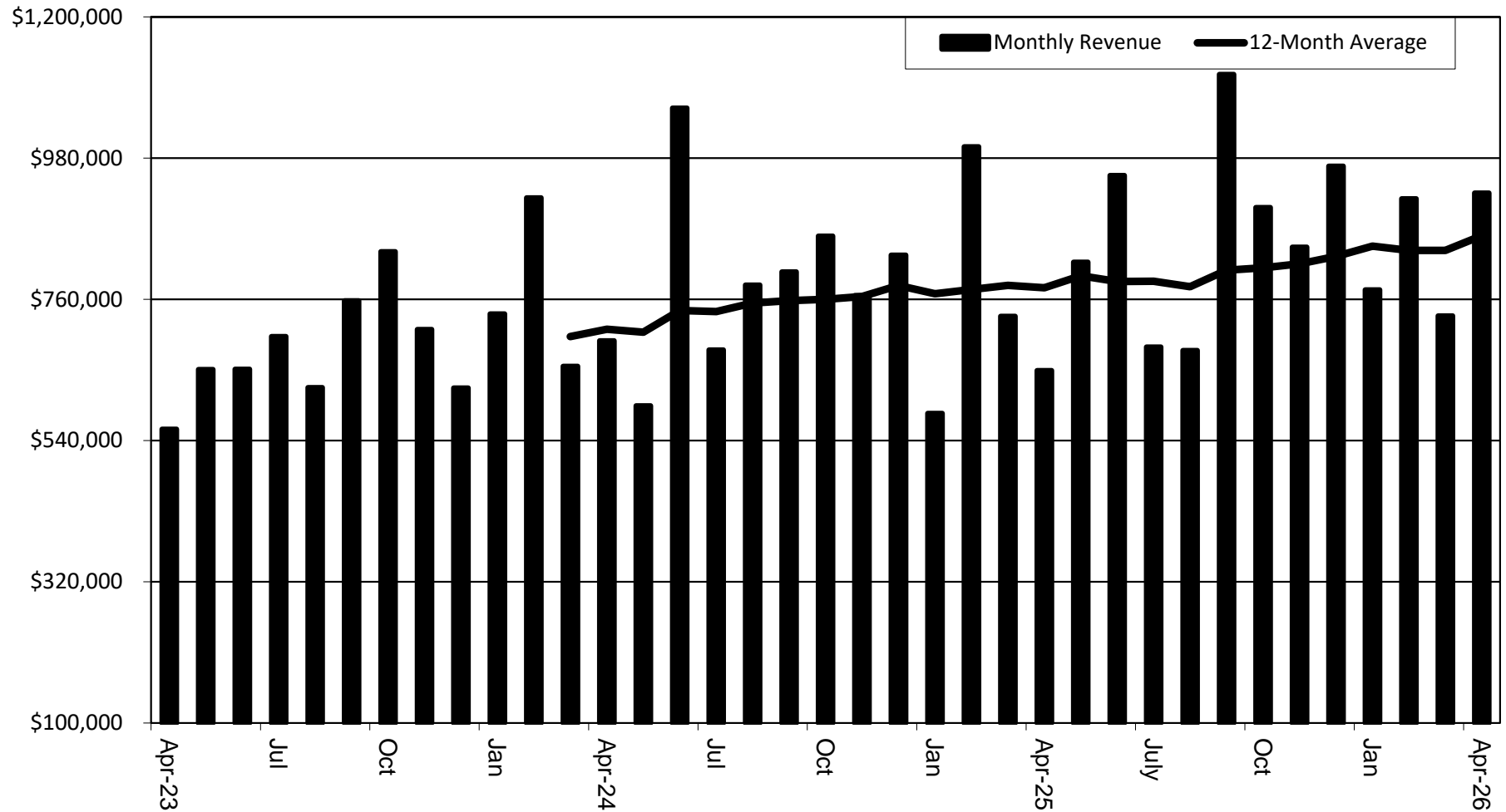
Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.

NVTC MONTHLY GAS TAX REVENUE CITY OF FALLS CHURCH FISCAL YEARS 2023-2026



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 2023-2026



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