

SHIRLEY J. YBARRA

COMMONWEALTH TRANSPORTATION BOARD 1481 EAST BROAD STREET RICHMORD, 23219-1838

AGENDA

MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD

Central Office Auditorium 1221 East Broad Street Richmond, Virginia September 21, 2000 10:00 a.m.

- 1. Public Comment
- 2. Approval of Minutes
- 3. Action on Additions to and Abandonments from Roads in the Secondary System Month of August 2000.
- 4. Action on Discontinuances from Roads in the Secondary System <u>Month of September</u> 2000.
- Action on Payments to the Counties of Arlington and Henrico for Maintenance of Certain Roads and Streets - FY 2000-2001.
- Action on Abandonments, Discontinuances and Transfers, changes in the Primary System
 due to relocation and construction: <u>Route 202 Northumberland and Westmoreland</u>
 Counties.
- Action on Abandonment, change in the Primary System: <u>Frontage Road F-600 Grayson County.</u>
- 8. Action on Bridge Designation: Route 646 Franklin County "Raymond C. Reynolds Bridge".
- 9. Action on Signage: Right-of-Way of Pedestrians in Crosswalks
- Action on Surface Transportation Assistance Act Qualifying Highway Dedesignation: Routes 17 and 50 – Counties of Fauquier and Clarke.

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- 11, Action on City Street Mileage: City of Danville
- Action on Payments to Cities, Certain Towns and the Chesapeake Bay Bridge and Tunnel Commission for Maintenance to Certain Roads and Streets - FY 2000-2001.
- 13. Conveyances:
- (A) Route 17 City of Portsmouth
- (B) Route 19 County of Russell
- (C) Route 19 County of Tazewell
- (D) Route 23 County of Wise
- (E) Route 58 County of Grayson(F) Routes 25/58 County of Lee
- (G) Route 288 County of Chesterfield
- (H) Fairfax County Parkway County of Fairfax
- 14. Action on Bids Received August 1 (revised), 22, 30, September 6, 2000, October 16, 1998
- 15. Consultant Agreement:

(A)

Consultant Engineering Services

Provide professional services for location study for

Routes I-77/I-81 from 2.0 miles north of south intersection (at Wytheville) to north intersection (at Fort Chiswell) in Wythe

County - total of 9 miles.

Project No. 0077-098-104, PE-100

Haves, Seav. Mattern & Mattern, Inc.

Consultant Agreement:

(B)

Consultant Engineering Design Services

Provide professional services for complete

structural plans and estimates for three highway bridges over Route I-81 on Routes 720, 724 and 11 connector

in Rockingham County.

Project No. 0081-082-123, PB-103, B-635, B-636, B-637

Ralph Whitehead Associates, Inc.

Consultant Agreement:

(C)

Consultant Engineering Services

Provide professional services for complete structural plans and estimates for widening of Route I-81 from four to six lanes from 2.7 miles south of Route 11 south to 2.2 miles north of Route 11 South in Rockingham County.

Project No. 0081-082-123, PE-101 Rummel Kleoper & Kahl, LLP Agenda Meeting of the Commonwealth Transportation Board September 21, 2000 Page 3

Consultant Agreement:

Consultant Engineering Design Services

(D)

Provide professional services for preparation of right of way and construction plans on a limited services basis for the Northern Virginia District for 2-1/2 years.

Woolpert, LLP

Consultant Agreement:

Consultant Survey Services

(E)

Provide professional services for all types of surveying on a limited services basis for the Lynchburg District for

two years.

Woolpert, LLP

16. Location & Design:

Route 638 (Rolling and Old Keene Mill Roads) - Fairfax County

Project No. CM95-029-F20, PB-105, C-517

Pederal Project No. NH-095-2 (411)

Fr: 0.06 mile south of Old Keene Mill Road To: 0.11 mile north of Old Keene Mill Road

Location & Design:

Volvo Parkway - City of Chesapeake

(B)

(A)

Project No. U000-131-V18, PE101, RW201, C501

Federal Project No. STP-5403 (372)

Fr: 0.079 mil (0.128 km) east of Kempsville Road To: East Corporate Limits of City of Chesapeake

Location & Design:

Route 522 - Frederick County

(C)

(D)

Project No. 0522-034-123, PE 101 and Project No. 0522-034-123, RW-201, M-501 Federal Project No. STP-522-8 (006)

Fr: Route 673 To: Route 746

Location & Design:

Route 83 (Apple and Beech Sts.) - Town of Found, Wise County

Project No. 0083-097-103, PE-101, RW-201, C-501

Fr: 0.19 mile (0.31 km) east of Route T-715 To: 0.08 mile (0.12 km) east of Route T-715

Location & Design:

Route 674 (Philpott Drive) - Bassett, Henry County

(E) Project No. 0674-044-321, C-501

Fr: Route 57 To: Route 666

(A) Project No. 6023-097-114, RW-202, C-504

(B) Route 295/460 - Prince George County (now in City of

Petersburg)

Project No. 0095-074-101, RW-201, G-301

(C) Route 7900 - Franconia/Springfield Parkway - Fairfax County

Project No. R000-029-249, RW-216, C-516

18. Access - Recreational: <u>Vinyard Park (off Berkley Road)</u> - Roanoke County

Project No. 0959-080-312, M-501

19. Rail - Industrial Access: Colonial Forest Products - Nottoway County

20. Through Truck Restriction: Fairfax County

Route 2203 (Philip Road) Route 2202 (Kenwood Drive) Route 2204 (Greenfield Road)

21. VA Byways Designation: Counties of Washington, Smvth and Gravson

Towns of Damescus and Troutdale

Route 91, from I-81 near Glade Springs to Tenn. State Line Route 58, from Rte 91 in Damascus to Rte 603 in Konnarock Route 603, from Rte 58 in Konnarock to Rte 16 in Troutdale

Route 600, from Rtc 603 to NC State Line

22. Service Agreement between VDOT and USDA regarding Beaver Damage Management

23. Public Private Transportation Act: <u>Proposed Concept for Privatized Completion</u>

Route 288 Corridor

Virginia/Federal Highway Reimbursement Anticipation Notes, Series 2000

25. Tentative FY 2000-2001 Virginia Transportation Development Plan and Allocations a/k/a Tentative FY 2000-2001 Six Year Improvement Program and Allocations

26. New Business

27. Adjournment

MINUTES

OF

MEETING OF THE COMMONWEALTH TRANSPORTATION BOARD

1221 East Broad Street Richmond, Virginia September 21, 2000 10:00 a.m.

The monthly meeting of the Commonwealth Transportation Board was held in the Central Office Auditorium of the Department of Transportation in Richmond, Virginia, on September 21, 2000, at 10:00 a.m. The Chair, Shirley J. Ybarra, presided.

* * *

Present: Messrs. Nottingham (Vice Chair), Bevon, Byrd, Folkes, Grubb, Humphreys, Klinge, Kornblau, Martin, Mitchel, Myers, Prettyman, White, and Ms. Lionberger and Ms. Welsh.

Agenda Item 1: There was none.

Agenda Item 2: Action on approval of Minutes.

Moved by Mr. Martin, seconded by Mr. Komblau. Motion carried.

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Agenda Item 3: Action on Additions To and Abandonments From Roads in the Secondary System for the Month of August 2000. Referenced by attachment of Report.

Moved by Mr. Grubb, seconded by Mr. Humphreys. Motion carried.

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Agenda Item 4: Action on Discontinuances from Roads in the Secondary System for the Month of September 2000, specifically Route 684 – Buchanan County. Referenced by attachment of Resolution.

Moved by Mr. White, seconded by Ms. Lionberger. Motion carried.

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Agenda Item 5: Action on Payments to Counties for Maintenance of Certain Roads and Streets – FY 2000-2001, specifically the Counties of Arlington and Henrico. Referenced by attachment of Resolution and payment schedules.

Moved by Mr. Komblau, seconded by Mr. Martin. Motion carried.

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Agenda Item 6: Action on Abandonments, Discontinuances and Transfers, changes in the Primary System due to relocation and construction, specifically Route 202 – Northumberland and Westmoreland Counties. Referenced by attachment of Resolution and plats.

Moved by Mr. Humphreys, seconded by Mr. Folkes. Motion carried.

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Agenda Item 7: Action on Abandonment, change in the Primary System, specifically Frontage Road F-600 – Grayson County. Referenced by attachment of Resolution and plat.

Moved by Mr. Grubb, seconded by Ms. Lionberger. Motion carried.

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Agenda Item 8: Action on Bridge Designation, specifically Route 646 over Snow Creek — Franklin County — "Raymond C. Reynolds Bridge". Referenced by attachment of Resolution.

Moved by Mr. Grubb, seconded by Ms. Lionberger. Motion carried.

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Agenda Item 9: Action on Signage, specifically the Right of Way of Pedestrians in Crosswalks. Referenced by attachment of Resolution and policy.

Moved by Mr. Grubb, seconded by Ms. Lionberger. Motion carried.

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Agenda Item 10: Action on Surface Transportation Assistance Act Qualifying Highway Dedesignation, specifically Routes 17 and 50 – Counties of Fauquier and Clarke. Referenced by attachment of Resolution.

Moved by Mr. Grubb, seconded by Mr. White. Motion carried.

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Agenda Item 11: Action on City Street Mileage, specifically in the City of Danville. Referenced by attachment of Resolution.

Moved by Mr. Byrd, seconded by Mr. Prettyman. Motion carried.

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Agenda Item 12: Action on Payments to Cities, Certain Towns and the Chesapeake Bay Bridge and Tunnel Commission for Maintenance to Certain Roads and Streets, specifically for Fiscal Year 2000-2001. Referenced by attachment of Resolution and tabulation sheets.

Moved by Mr. Martin, seconded by Ms. Lionherger. Motion carried.

Agenda Item 13: Action (by single motion) on Conveyances, specifically (A) Route 17 - City of Portsmouth, (B) Route 19 - County of Russell, (C) Route 19 - County of Tazewell, (D) Route 23 - County of Wise, (E) Route 58 - County of Grayson, (F) Routes 25/58 - County of Lee, (G) Route 288 - County of Chesterfield and (H) Fairfax County Parkway - County of Fairfax. Referenced by attachment of Resolutions.

(A-H) Moved by Mr. Martin, seconded by Ms. Welsh. Motion carried.

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Agenda Item 14: Action on Bids for Interstate, Primary, Secondary, Urban and Miscellaneous Projects Received August 1 (revised), August 22, August 30, September 6, 2000 and October 16, 1998, for award and authorized execution of contracts by the Deputy Commissioner or Chief Engineer, and for rejection and authorized readvertisement. Referenced by attachment of Bid Results Report.

(All Bids except Page 3, Item 5) Moved by Ms. Welsh, seconded by Mr. White. Motion carried.

(Page 3, Item 5) Moved by Mr. Mitchel, seconded by Mr. Kornblau. Motion carried, with Mr. Folkes abstaining.

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Agenda Item 15: Action (by single motion) on Consultant Agreements, specifically with (A) Hayes, Seay, Mattern & Mattern, Inc., (B) Ralph Whitehead Associates, Inc., (C) Rummel Klepper & Kahl, LLP, and (D, E) Woolpert, LLP. Referenced by attachment of Resolutions.

(A-E) Moved by Mr. White, seconded by Mr. Kornblan. Motion carried.

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Agenda Item 16: Action (by separate motions) on Location & Design Projects, specifically (A) Route 638 (Rolling and Old Keene Mill Roads) – Fairfax County, (B) Volvo Parkway – City of Chesapeake, (C) Route 522 – Frederick County, (D) Route 83 (Apple and Beech Streets) – Town of Pound in Wise County, and (E) Route 674 (Philpott Drive) – Bassett in Henry County. Referenced by attachment of Resolutions.

- (A) Moved by Mr. White, seconded by Ms. Welsh. Motion carried.
- (B) Moved by Mr. Folkes, seconded by Mr. White. Motion carried.
- (C) Moved by Ms. Welsh, seconded by Mr. White. Motion carried.
- (D) Moved by Mr. Martin, seconded by Mr. Grubb. Motion carried.
- (E) Moved by Ms. Lionberger, seconded by Mr. Grubb. Motion carried.

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Agenda Item 17: Action (by separate motions) on Limited Control Access Projects, specifically (A) Route 23 — Wise County (now in City of Norton), (B) Route 295/460 — Prince George County (now in City of Petersburg), and (C) Route 7900 — Franconia/Springfield Parkway — Fairfax County. Referenced by attachment of Resolutions.

- (A) Moved by Mr. Martin, seconded by Mr. White. Motion carried.
- (B) Moved by Mr. Kornblau, seconded by Mr. Martin. Motion carried.
- (C) Moved by Mr. Mitchel, seconded by Mr. White. Motion carried.

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Agenda Item 18: Action on a Recreational Access Project, specifically Vinyard Park (off Berkley Road) – Roanoke County. Referenced by attachment of Resolution.

Moved by Mr. Grubb, seconded by Ms. Lionberger. Motion carried.

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Agenda Item 19: Action on a Rail - Industrial Access Project, specifically Colonial Forest Products - Nottoway County. Referenced by attachment of Resolution.

Moved by Mr. White, seconded by Ms. Welsh. Motion carried.

Agenda Item 20: Action on a Through Truck Restriction, specifically Route 2203 (Philip Road), Route 2202 (Kenwood Drive), Route 2204 (Greenfield Road) – Fairfax County. Referenced by attachment of Resolution.

Moved by Mr. Grubb, seconded by Mr. Folkes. Motion carried.

Agenda Item 21: Action on Virginia Byways Designation Proposal in Counties of Washington, Smyth and Grayson and Towns of Damascus and Troutdale, specifically Route 91, from I-81 near Glade Springs to Tennessee State Line; Route 58, from Route 91 in Damascus to Route 603 in Konnarock; Route 603, from Route 58 in Konnarock to Route 16 in Troutdale; Route 600, from Route 603 to North Carolina State Line. Referenced by attachment of Resolution.

Moved by Mr. Kornblau, seconded by Ms. Lionberger. Motion carried.

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Agenda Item 22: Action on Cooperative Service Agreement between Virginia Department of Transportation and the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services, specifically Beaver Damage Management. Referenced by attachment of Resolution and agreement.

Moved by Ms. Welsh, seconded by Mr. White. Motion carried.

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Agenda Item 23: Action on Conceptual Proposals for Privatized Completion of Route 288 Corridor pursuant to the Public-Private Transportation Act of 1995, specifically the approval of those proposals submitted by Tri-County Developers, FD/MK, LLC, and Virginia Transportation Constructors, LLC; and the advancement of said proposals to the Public-Private Transportation Advisory Panel for review and consideration; and the request for submission of detailed proposals no later than close of business, Friday, October 13, 2000. Referenced by attachment of Resolution.

Moved by Mr. Byrd, seconded by Mr. Kornblau. Motion carried.

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Agenda Item 24: Action on the Authorization of the Issuance and Sale of Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes, Series 2000. Referenced by attachment of Resolution and supporting documents: a Master Indenture of Trust, a First Supplemental Indenture of Trust, a Payment Agreement, a Preliminary Official Statement, a Note Purchase Agreement, and a Continuing Disclosure Agreement.

Moved by Mr. Kornblau, seconded by Mr. Mitchel. Motion carried.

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Agenda Item 25: Action on Tentative FY 2000-2001 Virginia Transportation Development Plan and Allocations (a/k/a Tentative FY 2000-2001 Six Year Improvement Program and Allocations). Referenced by attachment of Resolution.

Moved by Ms. Lionberger, seconded by Ms. Welsh. Motion carried.

Agenda Item 26: New Business: Action on Conceptual Proposals for a Network of Infrastructure Improvements along the Route 28 Corridor pursuant to the Public-Private Transportation Act of 1995, specifically the approval of those proposals submitted by Route 28 Corridor Improvements, LLC and FD/MK, LLC; and the advancement of said proposals to the Public-Private Transportation Advisory Panel for an expedited review and consideration. Referenced by attachment of Resolution.

Moved by Mr. Byrd, seconded by Mr. Mitchel. Motion carried.

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The meeting was adjourned at 11:25 p.m.

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The next meeting will be held on October 18, 2000, in Lexington, Virginia on the campus of the Virginia Military Institute.

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	Approved:	
Attested:	Chairman	
Secretary		

REPORT TO THE COMMONWEALTH TRANSPORTATION BOARD

MEETING OF SEPTEMBER 21, 2000

SUMMARY OF CHANGES TO THE SECONDARY SYSTEM OF STATE HIGHWAYS EFFECTIVE DURING AUGUST 2000

Table of Mileage Changes by District and Type of Change

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District	Addition	Abandonment	District Total
Brietol	0.86	-0.40	0.48
Culpeper	0.56	-0.63	0.03
Fredericksburg	1.61	-0.02	1.59
Lynchburg	1.62	-0.24	1.38
Northern Virginia	2.34	0.00	2.34
Richmond	6.68	0.00	6.68
Salem	0.38	-0.02	0.36
Ştaunton	1.53	-0.22	1.31
Suffolk	2.86	-0.38	2.48
Statewide Total:	18.44	-1,81	18.63

The following reports, for additions and abundonments affecting the Secondary System of State Highways, are submitted for approval by the Commonwealth Transportation Board.

Pertinent data relating to these reports are posted in the Central File Room of the Virginia Department of Transportation, 1401 East Broad Street, Richmond, Virginia 23219.

Report to the Commonwealth Transportation Board Abandonments and Additions to the Secondary System of State Highways

System Change	System Change Project/Subdivision	Street Name	Route	ij	From	To	Length Miles	Date BOS Resolution	Effective
Alleghany						Net Millengs Change Reported	6.25]
Addition	None	Lands Drive	99	S.	0.25 Mile South Route 607	Route 687	023	9/21/1993	\$730/2000
Augusta						Net Milesga Changa Baywrad	3		
Abadonnent	0635-007-304, M501 - Segments 1,2,3.4	None	635	₩.	Defined in Project Sketch	Defined in Project Sketch	-0.22	IWI2/1994	8/31/2000
Addition	0635-007-304, M501 - Segment 10	None	3	WE	Defined in Project Sketch	Defined in Project Sketch	0.02	10/12/1994	8/31/2000
Addition	0635-007-304, M501 - Segment 9	None	018	N	Defined in Project Sketch	Defined in Project Statch	0.04	10/12/1994	8/31/2000
Addition	0635-007-104, M301 - Segments 5,4,7,8	None	635	NS.	Defined in Project Sketch	Defined in Project Sketch	0.36	10/12/1994	8/31/2000
Addition	Teaverton, Unit 10	Kessington Brive	1365	Š	0.04 MNe East Route 1366	0.03 Mile North Route 1356	0.10	6/14/2000	8725/2000
Addition	Teaverton, Unit 10	Lambeth Court	1357	Z,	Route 1356	Cal-De-See	0.07	0002/1/9	8/25/2000
Addition	Teaverton, Unit 10	Windsor Road	9561	WE	0.20 Mile West Route 1357	Route 1365	0.25	6/14/2000	8/25/2000
Addition	Teaverton, Unit 9	Dirby Way	1352	¥	Routes 1354/1355	Route 1360	0.19	6/14/2000	8/25/2000
Addition	Teaverlow, Unit 9	Forest View Lane	1353	25	Route 1352	Cul-De-Suc	0.08	6/14/2000	8/25/2000
Addition	Terrenton, Unit 9	Inglewood Place	1355	25	Route 1352	Cui-De-Sac	0.06	6/14/2000	8725/2000
Addition	Teaverton, Unit 9	Shady Oaks Lane	35	25	Cul-De-Sec	Route 1352	0.11	6/14/2000	8/25/2000
Bedford						Not Mittage Change Reported	•.0		
Abendonnent	0668:009-263, M301 - Segment I	Goode Road	899	N.	Defined in Project Sketch	Defined in Project Skeich	9.02	5/22/2000	8/29/2000
Addition	0668-009-263, M501 - Segment 2	Goode Road	899	ž	Defined En Project Sketch	Defined in Project Skeigh	0.02	\$/22/2000	8/29/2000
Buckingham						Net Milenge Change Raported	X		
Addition	None	None	<u>.</u>	₩	Cul-De-Sac	Koute I 5	1.35	7/10/2000	8/29/2000
Caroline						Not Mileage Change Reported	8 7		
Abandonment	6017-016-111. C502 - Segment 3	Cumden Road	9	¥E	Defined in Project Sketch	Defined in Project Sketch	-0.02	12/13/1994	8/30/2000

Report to the Commonwealth Transportation Board
Abandonments and Additions to the Secondary System of State Highways

Section Change	Suctors Change Probet/Subdivious	Street Name	Symple	۽	1		Length	Date BOS	
Sault aller	II die de la constanta de la c					01	Z Z	Resolution	Effective
Addition	6017-016-111, C502 - Segment 4	Camion Road	989	WE	Defined In Project Sketch	Defined to Project Sketch	6	12/13/1994	6/30/2000
Chesterfield						Net Milage Chirigs Reported	3.27		
Addition	Ben Air Vista	Winterslow Road	4	š	Route 4197	Cul-De-See	90.0	7/25/2000	8/30/2000
Addition	Bon Air Vista	Winterslow Road	₹	8	Route 2142	Route 4197	0.08	7/26/2000	0002/05/8
Addition	Bon Air Vista	Winterslow Terrace	4	WE	CuHDe-Sec	Route 4194	0.07	7/26/2000	030/2000
Addition	Greenside At River's Bend, Section 1	Green Garden Circle	5267	₩E	Route 4844 East	0.01 Mile East Route 4844 East	0.01	\$24/2000	8/9/2000
Addition	Cromside At River's Bend, Section 1	Green Carden Chole	5267	₩	Route 5266	Roule 4844 East	0.02	5/24/2000	8/9/2000
Addictor	Cromside At River's Bend, Section 1	Green Garden Circle	5267	≱	Route 1844 West	Route 5266	0.02	\$24/2000	8/9/2000
Addition	Groceside AJ River's Bend, Section 1	Green Gurden Circle	5267	₹	Route 4843	Route 4844 West	0.03	5/24/2000	8/9/2000
Addition	Cremside At River's Bend, Section 1	Green Carden Circle	5267	WE	0.02 Mile West Route 4843	Rointe 4843	000	\$724/2000	002/6/8
Addition	Gromside At River's Bond, Section 1	Green Canden Circle (Loop)	4 4	₩E	Route 5267 West	Route 5267 East	0.05	5/24/2000	B-9/2000
Addition	Gromaide At River's Bend, Section 1	Green Garden Way	4843	ጜ	Route 5267	0.06 Mile North Routs 5267	0 .0	\$724/2000	E/9/2000
Addition	Greenside At Kiver's Bend, Section 1	Green Carden Way	6	ጀ	0.06 Mile North Routs 5267	0.16 Mile North Route 5267 Vie Grabe	0.10	\$/24/2000	8/9/2000
Addition	Gromside-Al-River's Bend, Section 1	Greatide Court	4842	₩ B	Route 5266	-Cul-De-Sac	90.0	\$/24/2000	8/9/2000
Addition	Greenside At River's Bend, Section I	Greenside Drive	3266	Ŗ	Route 5268	Route 4842	0.05	5/24/2000	8/9/2000
Addition	Greenside Al River's Bend, Section 1	Greenside Drive	3266	Z,	Route 5267	Route 5268	0.05	\$724/2000	8/9/2000
Addition	Greenside At River's Bend, Section I	Greenside Drive	\$266	æ	Route 4842	Raute 4840	0.11	\$724/2000	0002/649

Report to the Commonwealth Transportation Board Abandonments and Additions to the Secondary System of State Highways

System Change	Project/Subdivision	Street Name	Roete	불	For	_ _	Leangth Milles	Length Date BOS Miles Resolution	Effective
Addition	Gremaide At River's	Grantide Tentee	\$264	¥.E	Route 5266	Cul-De-Sac	0.04	\$24/2000	1,9/2000
Addition	Bend, Section 1	Longs Parkway	\$6	NS	Col-De-Sue	Route 360	0.52	7/26/2000	1/30/2000
Addition	Naim, Soction 1	Naira Court	4979	8	Cul-De-Sac	Route 4978	0.0	6/23/2000	8725/2000
Addition	Nam, Scalon I	Nein Lene	4678	NS	Roste 4977 South	Route 4979	0.40	6/28/2000	8/23/2000
Addition	Naim, Section 1	Naim Lane	4978	N	Route 4979	Route 4977 North	<u>-0</u>	6/28/2000	8/25/2000
Addition	Noim, Section 1	Naim Road	4977	NS	Route 4978 South	Route 4918 North	0.07	6/28/2000	8/25/2000
Addition	Nairo, Section I	Naim Road	4977	S	Route 4964	Route 4978 South	9.0	6/28/2000	8/25/2000
Addition	Naim, Section I	South Happy Hill Road	<u>\$</u>	₩E	Rovie 625	Rantes 4965/4977	0.30	6/28/2000	8/25/2000
Addition	Waterviews at The Reservoir	Saliview Court	4633	WE	Cul-De-Sac	Route 4632	0.15	7/26/2000	8/30/2000
Addition	Walerviews at The Reservoir	Sallviaw Drive	4632	ğ	Route 4633	Route 604	0.11	1/26/2000	K/30/2000
Addition	Waterviews at The Reservoir	Sailview Drive	4632	ደ	0.03 Mile South Route 4633 Via Circle	Route 4633	0.03	1726/2000	87302000
Addition	Waterviews at The Koservoir	Salview Drive	4632	K	0.15 Mile South Route 4633	0.03 Mile South Route 4633 Việ Circle	0.12	7726/2000	8/10/2000
Addition	Woodbard Pond, Section 10	Owl Trace Drive	3806	3	Crd-De-Sar	Route 3507	0.13	1726/2000	\$7\$972000
Addition	Woodkaad Pond, Section 10	Owl Trace Drive	3406	¥ ≅	Route 3507	Route 3670	0.21	1/26/2000	8/29/2000
Addition	Woodkind Pand, Section 10	Timber Point Drive	3807	S	Cul-Dc-Sac	Route 3806	0.17	1/26/2000	8/29/2000
City of Suffolk	*					Net Mikage Change Reported	7.4		
Addition	Narsement Pointe	Blue Herorr Pointe	2083	₩	Cul-De-Sec	Route 2080	0.12	621/2000	8/31/2000
Addition	Nansemond Pointe	Engle's Nest Trace	2082	WE	Oul-De-Sec	Route 2081	800	6/21/2000	8/31/2000
Addition	Narsemend Pointe	Nansemond Pointe Drive	2010	S	Route 629 South	Route 629 North Via Loop	0.52	621/2000	8/31/2000

Report to the Commonwealth Transportation Board Abandonments and Additions to the Secondary System of State Highways

System Change	System Change Project/Subdivision	Street Name	Route	Dir.	From	Te	Length Müss	ength Date BOS Miles Resolution	Effective
Addition	Nonserrond Pointe	Pelican Reach	2081	¥5	Roule 629 South	Route 629 North Via Loop	0.32	6/21/2000	8/31/2/000
Addition	Numbers and Points	Rushwood Court	2082	Ę	Route 2080	Cul-De-Sac	₽ 1.0	0002/12/9	8/31/2/000
Addition	Nongeround Points	Salt Mursh Way	¥	¥	Cut-De-Sac	Route 2080	8.0	6/21/2000	8/31/2000
Addition	Riverside Estates, Sections 2, 3	Neal Court	9361	¥	Route 1925	Cui-De-Sac	0,1	6/21/2000	4/31/2000
Addition	Riverside Estates, Sections 2, 3	Ram Court	1927	#	Route 1925	Col-De-Sac	0.05	6/21/2000	8/31/2000
Addition	Riverside Estates, Sections 2, 3	Riverside Drive	1925	S.	Cul-De-See	Roune 1926	0.33	0002/12/9	8/31/2000
Addition	Warrington Estates. Section 2	King Charles Court	2011	N N	Cul-De-Sae	Route 2025	6000	6/21/2000	8/31/2000
Addition	Wernigton Estates, Section 2	King of France Court	2012	S	Route 2025	Cul-De-Sire	0.08	6/21/2000	8/31/2000
Addition	Warrington Estates, Section 2	Saint Andrews Drive	2025	¥	Rouse 2026	Routes 2011/2012	0 .10	6/21/2000	8/31/2000
Addition	Warrington Estates, Section 2	Saint Brit East	7027	\$	Route 2016	Cul-De-Sac	0.08	6/21/2000	8/31/2000
Culpeper						Nat. Willage Change Reported	.63		
Abandonment	0640-023-190, C501 - Segments 1-5	North	3	줐	Defined in Project Sketch	Defined in Project Stock	-0.53	2/7/1995	8/30/2000
Addition	0640-023-190, C501 - Segment 11	Nune	628	N.S	Defined in Project Skatch	Defined in Project Sketch	0.01	2/7/1995	8/30/2000
Addition	0640-023-190, C501 - Segments 6-10	None	3	풇	Defined in Project Sketch	Defined in Project Sketch	0.55	277/1995	8/30/2000
Fairfax						Net Mileage Change Reported	ž		
Addition	Huntington Commons	Edgehill Court	8191	ß	Cul-De-Sac	0.07 Mile South Roote 1613	10'0	8/1/2000	0002/06/1
Addition	Oskion Hill	Proffit Estates Court	8984	ž	Route 665	Cul-De-Sirc	0.10	8/7/2000	8/30/2000
Addition	South Run Oaks	Oaktop Court	7354	₩B	0.03 Mile West Route 7921	Cut-De-Sac	0.03	8/7/2000	\$30,2000

Report to the Commonwealth Transportation Board
Abandonments and Additions to the Secondary System of State Highways

System Change	System Change Project/Subdivision	Street Name	Roote	Dēr.	From	То	Length Miles	Date BOS Resolution	Lifective
Franklin Addition	Three Points Isk	Three Points is in Drive	1139	¥.	Cul-De-Sec	Net Mileage Change Reported Franklio/Pitty/renia County Line	0.11	W15/2000	\$728/2000
Gloucester Addition	Founders Mill, Section 3	Founders Mill	1422	돐	0.16 Mile South Route 1421	Not Mileage Change Reported Route 1421	91'0	\$/1/2000	8/31/2000
Addition	Founders Mill, Section 3	Francers Mill (East)	123	WE	Rouse 1422	0.44 Mile Bast Route 1422	4	8/1/2000	831/2000
Goochland Addition	Mussie's Bend	Massic's Lane	1134	₩E	Cul-De-Sac	Net Milesyn Change Reported Route 621	0.17 0.17	8/1/2000	\$/30/2000
Grayson Addition	None	Skylerk Lene	806	₩E	0.08 Mile West Route 813	Net Milnegs Change Reported Rotte 813	0.08	6/13/2000	\$171/2000
Kallfax Atmönment	0651-041-287, C501 - Segment 2	Ashton Hall Road	99	\$	Defined in Project Sketch	Net Milleage Change Reported Defined in Project Steads	0.80 -0.05	\$77/2000	8/29/2000
Addition	0658-041-287, C501 • Segment I	Aşhton Hall Road	799	S	Defined in Project Sketch	Defined in Project Sketch	0.05	8/7/2000	8292000
Hanover						Not Mileage Change Reported	ä		
Addition	Batteriel Greek, Section A-7	Retreat Hill Court	1627	WE	Cul-De-Sac	Roate 1632	0.10	4/26/2000	8/24/2000
Addition	Battlefield Green, Section A-7	Skirmish Lene	1632	Š	Cul-De-Sac	Route 1646	0.0	4262000	8724/2000
Addition	Baulefield Green. Section A-7	Winding Hills Drive	1626	25	Raute:1630	Route 1627	0.21	4726/2000	8/24/2000
Addition	Berry Painte, Section B	Apricot Court	1523	돐	Route 1446	Route 1486	99	7/26/2000	8/211/2000
Addition	Berry Polnte, Section B	Logurbony Court	1527	3	Col-De-Sac	Route 1486	0.03	0001/92/1	\$728/2000
Addition	Berry Pointe, Section B	Mary Music Lane	1496	WE	Ctd-Dr-Sac	0.06 Mile West Route 1487	0.16	0002927	8/28/2000
Addhion	Cypressires, Section 2	Catwalk Court	1378	Z	Col-De-Sac	Route 1377	0.03	9/26/2000	725/2000
Addition	Cypressire, Section 2	Cypressives Lane	1368	26	Route 1372	0.02 Mile South Rouse 1369	0.09	0002/97/2	\$725/2000
Addition	Cypressirer, Section 2	Evergreen Lanc	1377	ΨE	0.02 Mfle West Roots 1378	Route 1376	0.18	7/26/2000	8/25/2000

Report to the Commonwealth Transportation Board Abandonments and Additions to the Secondary System of State Highways

System Change	Project/Subdivision	Street Name	Route	Ě	From	To	Length Miles	Date BOS Resolution	Effective
Addition	Cypressines, Section 2	Gillings Court	1373	¥.	0.02 Mile West Route 1372	Cul-De-Sac	0.05	7/26/2000	\$725/2000
Addition	Cypressires, Section 2	Goodfellow Lane	13.51	NS	Route 1372	0.09 Mile South Route 1369	0.03	7/26/2000	\$725/2000
Addition	Cypnessives, Section 2	Kiwl Lane	1323	₩E	Route 643	Route 1373	97	7/26/2000	8/25/2000
Addition	Cypressitee, Section 2	Scooter Lane	1374	WE	0.02 Mile West Route 1372	Koute 1372	0.02	7/26/2000	8/25/2000
Addition	Cypresstree, Section 2	Snowshed Lane	1369	¥	0.01 Mile East Route 1372	Route 1377	9.06	7/26/2000	8/25/2000
Addition	Cypicastron Section 2	Solitude Lame	376	N.	Route 1373	Roule 1377	0.02	7/26/2000	8/25/2000
Addition	Summer Grove, Section A	Compass Point Lane	1073	Z	Route 360	Route 1077	0.28	7/26/2000	8/28/2000
Addition	Summer Grove, Section A	Crump Drive	1076	¥E	0.05 Mile East Rouse 1075	Route 1075	0.05	7/26/2000	0002/82/0
Addition	Summer Grove, Section A	Gardenbrook Way	7401	¥€	Route 1078	Route 1075	0.13	7/26/2000	8728/2000
Addition	Summer Orove, Section A	Ships Lune	<u>\$6</u>	¥ E	Route 1078	Col-De-Sac	<u>9</u>	1/26/2000	87.872000
Addition	Summer Grove, Section A	Susser Road	E/01	¥.	Cul-De-Sec	0.12 Mile North Routs 1079	0.22	7/26/2000	\$25,200
Addition	Tangle Oaks, Section 2	Tangle Ridge Drive	1476	酓	0.03 Mile North Route 1475	Cul-De-Sat	0.11	4/26/2000	\$24/2000
James City Addition	Hankins tadustrial Park	Hankins Enduscrial Park Rond	1019	ઢ	Culthe-Sac	Net Mileage Change Reported Route 754	0.17	3/14/2000	\$292000
Loudoun						Net Mikage Change Reported	8		
Addibon	Caccadas, Section 4	Blockhouse Point Place	1679	4€	Route 1651	Cul-De-Sac	0.30	4/17/2000	0002/15/8
Addition	Cascades, Section 4	Longpier Way	1655	¥	Route 1658	Roate 1679	0.05	4/17/2000	000215/1
Addition	Catoctin Meadows, Phoses 1,2	Dresden Court	1687	8	Route 1686	Cut-De-Sac	0.0 M	1/11/2000	8/31/2000
Addition	Cetoctin Meadows, Physics 1,2	Dunridge Coun	6991	Z	Rome 1667	Culthe-Six	0.05	1/11/2000	8/31/2000

Report to the Commonwealth Transportation Board Abandonments and Additions to the Secondary System of State Highways

System Change	Project/Subdivision	Sirest Name	Route	占	From	To	Laggh Mile Sile	Date BOS Resolution	Effective
Addition	Calociin Meadows. Phases 1,2	Otenmente Circle	1667	몷	0.02 Mile South Route 1685	Route 1685	0.14	1/11/2000	8/31/2000
Addition	Catoctin Meadows. Theses 1,2	Kirdoch Court	1668	8	Cal-De-Sac	Route 1667	0.07	VI1/2000	4/31/2000
Addition	Catootin Meadows, Phases 1,3	Яоскрит Соил	1685	Z	Route 1667	Cut-De-Sac	0.0	1/11/2000	8/3 1/2000
Addition	Welsh Lawn/Catoctin Mendows, Phases 1.2	Ashleigh Rnad	1686	ΑĒ	Route 1667	Route 690	91.0	1/11/2000	8/31/2000
Montgomery						Net Mileage Change Reported	0.25		
Addition	None	None	ş	₹	0.25 Mile West Ronte 617	Route 657	0.25	4/24/2000	8/30/2000
New Kent						Net Mileuge Change Reported	0.87		
Addition	The Woods of Five Lakes, Section I	Holly Woods Court	1236	Ø.	Route 1232	Oul-De-Sae	0.17	8/1/1999	1/23/2000
Addillon	The Woods at Five Lakes, Section I	Magnella Woods Court	1233	₩E	Cul-De-Sac	Route 1232	0.08	\$6617.4	\$43,42000
Addition	The Woods at Five Lakes, Section I	Magaolia Woods Lare	[23]	ĸ	Route 60	0.03 Mile North Rouse 1236	S.	\$72/1999	\$123/2000
Addition	The Woods at Five Lakes, Section I	Magnelia Woods Place	134	≱.	Route 1232	Cul-De-Sac	0.12	6661/2/8	6/23/2000
Addition	The Woods at Five Lakes, Section I	Magnolis Woods Temes	52	Z,	Route 1232	Cul-De-Sac	9	\$72/1999	8/23/2000
Addition	The Woods at Five Lukes, Section I.	Poplar Woods Court	123	8	Route 1236	0.04 Mile North Route (236	ģ. 2	6661/2/3	623/2000
Addition	The Woods at Five Lakes, Section 2	Poplar Woods Court	1237	ጀ	D.04 Mile Morth Route 1236	Cul-Dr-Sac	0.12	5/8/2000	B/31/2000
Northampton						Wet Mileage Change Reported	404		
Abmidament	Town of Chariton	Old Wilson Road	T-1307	Š	0.08 Mile South Route T-1306	Raute T-1306	90.0	8/7/2000	8/31/2000
Addition	Town of Chariton - Sunnyside Village	Wilson Court	T-1318	₩	Route T-1307	0.50 Mile Southeast Route T- 1307	0.04	3/16/2000	8/4/2000
Pittaylvania Abadonment	None	None	1123	₩E	0.26 Mile West Route 29	Net Milkeage Change Reported 0.07 Mile West Route 29	\$ 6.1.9	0702/02/9	8/31/2000

Report to the Commonwealth Transportation Board
Abandonments and Additions to the Secondary System of State Highways

System Change	System Change Project/Sabdivision	Street Name	Route	盲	Ртот	To	Length Miles	ength Date BOS Miles Resolution	Effective
Addition	Three Pointe 1ste	Three Pointe Isle Drive	1139	₩.	Franklio/Pinsylvania County Line	Route 626	22	6/20/2000	8/28/2000
Powhatan Addition	Maple Otore, Section 1	Maple Grove Place	<u>=</u>	蓋	Route 615	Net Mileage Change Raported Route 1175	6.10	6/13/2000	#20/2000
Prince Willam Addion	n Ashland, Phese 1, Section 1	Pincade Drive	3121	₩E	Route 31 20	Net Mileage Change Reported 0.27 Mile East Route 3120	1.31	3772000	\$729/2000
Addition	Ashland, Phase I. Sestion 1	Toddsbury Lane	3120	몷	Route 234	Route 3121	0.12	3/7/2000	8/29/2000
Addition	Ashland, Phase I. Section 5	Kittevan Court	3123	3	Route 3120	Oul-De-Sirc	0.07	3/7/2000	\$29200
Addition	Ashland, Phase I. Section 5	Paine Run Place	3122	3	Route 3120	Cul-Dr-Sec	0.08	3772000	8/29/2000
Addition	Ashland, Phase I. Section 5	Todebury Line	3120	N.	Route 3123	Cul-De-Sac	0.0	3/7/2000	\$7392000
Addition	Aghland, Phase I., Sertion 5	Toddsbury Lane	3120	Z	Route 3122	Route 3123	0.00	3/7/2000	\$257000
Addition	Ashland, Phese J. Section 5	Toddsbury Lane	3120	폱	Route 3121	Route 3122	0.05	3/7/2000	8729/2000
Addition	Great Oaks, Section 6	Lerson Tree Court	2994	Š	Route 2990	Cul-De-Sac	900	1/4/2000	0002/62/1
Addition	Great Oaks, Section 6	Little Tree Count	662	3;	Route 2990	Cul-The-Sac	\$ 0.0	1442000	0002/62/8
Addition	Orest Ordes, Scations 6	Leblo Ey Trail	2990	¥E	Route 2992	Routes 2993/2994	900	1/4/2000	W29/2000
Additions	Great Ordes, Section 6	Lobiolly Trail	2990	₩E	Route 2993, 2994	Ronte 2991	90:0	1/4/2000	8/29/2000
Addition	Great Oaks, Scation 6	Lobiolly Trail	3990	¥E	0.02 Mile East Xoute 2980	Route 2992	0.03	1/4/2000	8/29/2000
Addition	Great Oaks, Section 6	Plum Tree Court	2991	S	Rone 2990	Cul-De-Sac	0.05	1/4/2000	8/29/2000
Addition	Orbait Oaks, Sketilen 6	Plum Time Count	<u>56</u> 2	Z	Cul-De-Sac	Roule 2990	0.07	1/4/2000	8/29/2000
Addition	Great Oaks, Settion 6	Seame Court	2993	Z.	Cul-De-Sac	Route 2990	0,0	1/4/2000	8/19/2000

Report to the Commonwealth Transportation Board
Abandonments and Additions to the Secondary System of State Highways

System Change	System Change Project/Subdivision	Street Name	Route	Ë	From	To	Length Miles	ength Date BOS Miles Resolution	Effective
Russell Addition	0899-083-387, NSDI - REVENUE SHARING RUR ADD	Hebs Drive	2	24	Route 654	Not Mileage Change Reported 0.21 Mile Bart Rotte 654	0.21	4/3/2000	1 99/2000
Scott Abandonment	None	Nnnc	916	26	Rount 661	Net Mileage Change Reported 0.90 Mile South Roats 619	-0.40	6772000	1/25/2000
Southampton Addition	Scouswood	Jennifer's Place	14	S	Ronic (73)	Net Mileogr Change Reported Cul-De-Sac	0.06	\$72/2600	\$31/2000
Spotaylvanie Additor	Salem Run, Section 5, Phase 1	Abington Court	1465	25	Cultbesan	Net Mikage Change Reported Route 1431	0.14 0.14	0002/129	8/24/2000
Stafford Addition	Little Falls Village, Section 2B	Fresh Water Drive	1639	₩E	Route 1620	Net Milliage Change Reported Cul-De-Sac	0.30	6/20/2000	\$724/2000
Addkin	Oakhreoke	Mumay Circle	7	×	Route 1643	Cul-De-Sec	0.0	6/20/2000	8/24/2000
Addition	Onkhrooke	Wedman Way	1643	¥E	Route 751	Route 1644	0.00		8/24/2000
Addillion	CHUSKE	weenin will	2		XOLDE 1544	CirDeSac	0.04	6202000	624/2000
Sussex Abandoment	0603-091- 177,M502;0603-320- 177,M501-Segment 4A	Old Wakefield Road	£19	3	Defined in Projecs Sketch	Net Milesge Change Reported Defined in Project Sketch	0.0 0.0	11/17/1994	8/30/2000
Abandonment	0603-091- 177,M302,0603-320- 177,M301- Segment3.4.5	Old Wakefield Road	603	X.	Defined in Project Sketch	Defined in Project Status	-0.29	11/17/1994	A/30/2000
Addition	0603-091- 177,M502,0603-320- 177,M501- Segment 8	High Sirect	414	3.	Defined in Project Statch	Defined in Project Sketch	0.17	1017/1994	8/30/2000

08-Sep-00 10

System Change	System Change Project/Sabdivision Street Name	Street Name	Roate Dir. From	洁	From	To	Length Miles	Length Date BOS Miles Resolution Effective	Effective
Addition	0603-091- 177,M502;0603-320- 177,M4501- Sgr8A,9,10,11	Old WalerCold Road, Spring Hill Road	f ig	彦	603 SA Defined in Project Sketch	Defined in Project Sketch	0.28	0.28 11/17/1994 8/36/2000	8/30/2000
Washington				į		Nel Milage Charge Reported	57		
Addition	STACION MERCOWS	Craminate Count	101	z	Route 1010	Cal-De-Sac	0.25	0.25 6/13/2000 8/23/2000	\$7337000
Addition	Braeland Meadows	Hedgerow Land	COLD	¥E	rotto WE Route F-022	Cul-De-Sac	0.32	0.32 6/13/2000 8/23/2000	8/23/2000



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1936

SHIRLEY J. YBARRA CHARMAN

Agenda ttem # 4

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. White Seconded By: Ms. Llonberger Action: Motion Carried

Title: Discontinuances from the Secondary System of State Highways

Route 684 – Buchanan County

WHEREAS, State Route 684 in Buchanan County, from Route 460 to its end of state maintenance at the entrance to Mac Construction Company, serves said company and 15 occupied homes.

WHEREAS, this road needs to be improved and hard surfaced but improvement of this road to the Department's minimum standards will displace a significant number of the families residing along the road.

WHERBAS, improvement to this degree and displacement of the families served is opposed by the Board of Supervisors of Buchanan County and those living on the road,

WHEREAS, the Board of Supervisors of Buchanan County held a public hearing regarding State Route 684 and, by formal resolution dated the 5th day of June, 2000, determined that the road no longer serves public convenience warranting its maintenance at public expense and should be discontinued as part of the secondary system of state highways.

WHEREAS, discontinuance maintains this road as a public way and returns the jurisdiction of the road to Buchanan County for improvement and continued operation by the Board of Supervisors.

NOW, THEREFORE BE IT RESOLVED, that, in accordance with said request and pursuant to Section 33.1-150 of the Code of Virginia, as amended, the Commonwealth Transportation Board hereby discontinues State Route 684 in Buchanan County, from 0.15 mile south of Route 460 to 0.58 mile south of Route 460, a distance of 0.43 mile, effective this date.

####

WE KEEP VIRGINIA MOVING



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

SHIRLEY J. YEARRA CHARMAN

Agenda itam # 5

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Kornblau Seconded By: Mr. Martin Action: Motion Carried

Title: Arlington and Henrico Countles Maintenance Payments FY 2000-2001

WHEREAS, Section 33.1-23.5:1 of the Code of Virginia, as amended, provides for calculating annual maintenance payments to counties which have withdrawn from the secondary system of state highways and the method by which payment of these allocations are to be made; and

WHEREAS, Arlington and Henrico Counties have withdrawn from the secondary system of state highways; and

WHEREAS, one of the factors on which maintenance payments shall be based is the number of lane-miles of such roads or atreets accepted for maintenance by the local governing body; and

WHEREAS, the rate of payment for these lane-miles is set forth in Section 33.1-23.5:1, Code of Virginia; and

WHEREAS, Item 521 (D) of HB 30 (FY 2001 Appropriations Act) directs the Department of Transportation to review the formula used in determining the distribution of financial assistance to localities; and

WHEREAS, the Budget and Finance Committee of the Commonwealth Transportation Board met in April of 2000 to consider alternatives and supported a higher mileage rate for Henrico County; and

WHEREAS, no payment shall be made without the approval of the Commonwealth Transportation Board.

WE KEEP VERGINIA MOVING



NOW, THEREFORE, BE IT RESOLVED, that total payment and quarterly payments for Fiscal Year 2000-2001 to Arlington and Henrico Counties are revised as stated on the attached tabulations.

BE IT FURTHER RESOLVED, that the quarterly amounts for each locality are hereby approved for payment as indicated on the attached tabulations.

####

ARLINGTON COUNTY FY 2000-2001 CONSTRUCTION AND MAINTENANCE ALLOCATION

CONSTRUCTION PAYMENT

	CONSTRUCTION ALLOCATION -	FEDERAL AID TO BE ESCROWED	=	STATE FUNDS TO BE DISTRIBUTED
FY 2000-2001 (33.1-23.4 C)	\$5,067,438	\$2,702,465		\$2,384,973
FY 2000-2001 STP & EQUITY ADJUSTMENT	\$ 0	\$ 0		\$0
TOTAL CONST	RUCTION PAYMENT			\$2,364,973
		MAINTENANCE PAYM	ENI	
	RATE / LANE MILE 7201	2000 MCI Factor 1.582		
	<i>LANE MILES</i> 957.86	<u>RATE</u> 11391.982		
TOTAL MAINTE	NANCE PAYMENT			\$10,911,924

QUARTERLY PAYMENT

\$3,319,224

HENRICO COUNTY FY 2000-2001 CONSTRUCTION AND MAINTENANCE ALLOCATION

CONSTRUCTION PAYMENT

_	CONSTRUCTION ALLOCATION	FEDERAL AID TO BE ESCROWED	STATE FUNDS TO BE DISTRIBUTED
FY 2000-2001 (33.1-23.4 C)	\$7,187,021	\$9,822,172	\$3,344,849
FY 2000-2001 STP & EQUITY ADJUSTMENT	\$24 6,927	\$197,542	\$49,385
TOTAL			\$3,394,234

MAINTENANCE PAYMENT

 RATE / LANE MILE
 2000 MCI Factor

 5424
 1.582

<u>LANE MILES</u> <u>RATE</u> 3018.05 8580.768

TOTAL MAINTENANCE PAYMENT	\$25,897,187
TOTAL ANNUAL CONSTRUCTION AND MAINTENANCE PAYMENT	\$29,291 ,421
QUARTERLY PAYMENT	\$7,322,855



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1838

SHELEY J. YBARRA

Agenda item# 6

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Humphreys

Seconded By:Mr. Folkes

Action: Passed

<u>Title: Abandonments, Discontinuences and Transfers, changes in the Primary System</u>
<u>due to relocation and construction - Northumberland and Westmoreland Counties</u>

WHEREAS, Route 202 in Northumberland and Westmoreland Counties has been altered and reconstructed as shown on the plans for Project: 656-A; and

WHEREAS, sixteen sections of the old road are no longer necessary as a public road, the new road serving the same citizens as the old; and

WHEREAS, two sections of the old road no longer serve public convenience warranting maintenance at public expense and are no longer necessary for the use of the State Highway System; and

WHEREAS, three sections of the old road are to be transferred from the Primary System to the Secondary System.

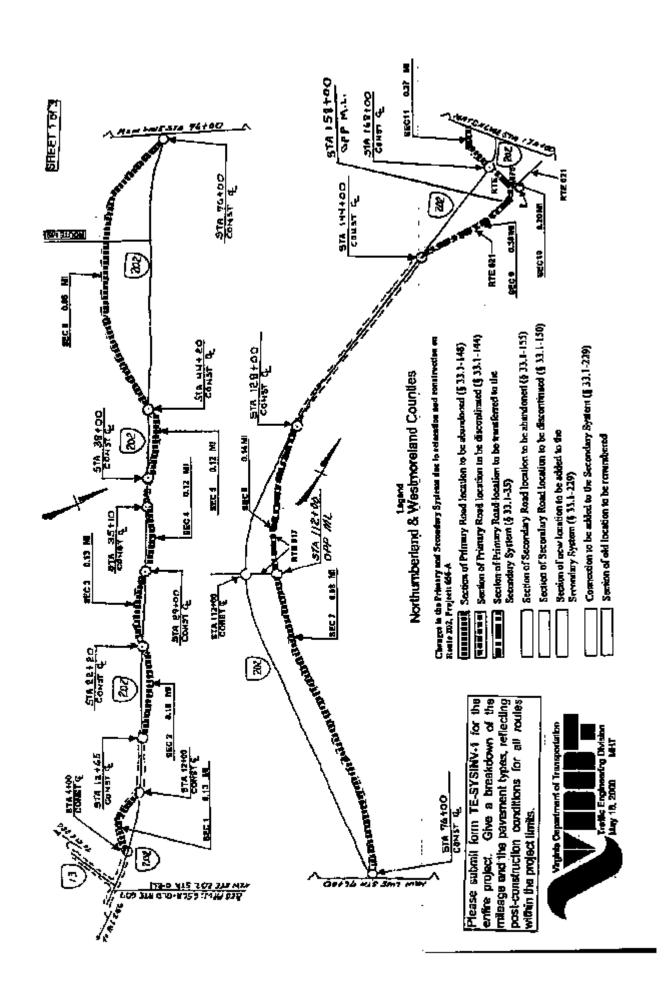
NOW, THEREFORE, BE IT RESOLVED, that pursuant to Section 33.1-148 of the Code of Virginia (1950), as amended, 5.92 miles of old Route 202, designated as Sections 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 14, 16, 17, 18, 19 and 20 on the plat dated May 18, 2000, Project 656-A, be abandoned as part of the State Highway System; and

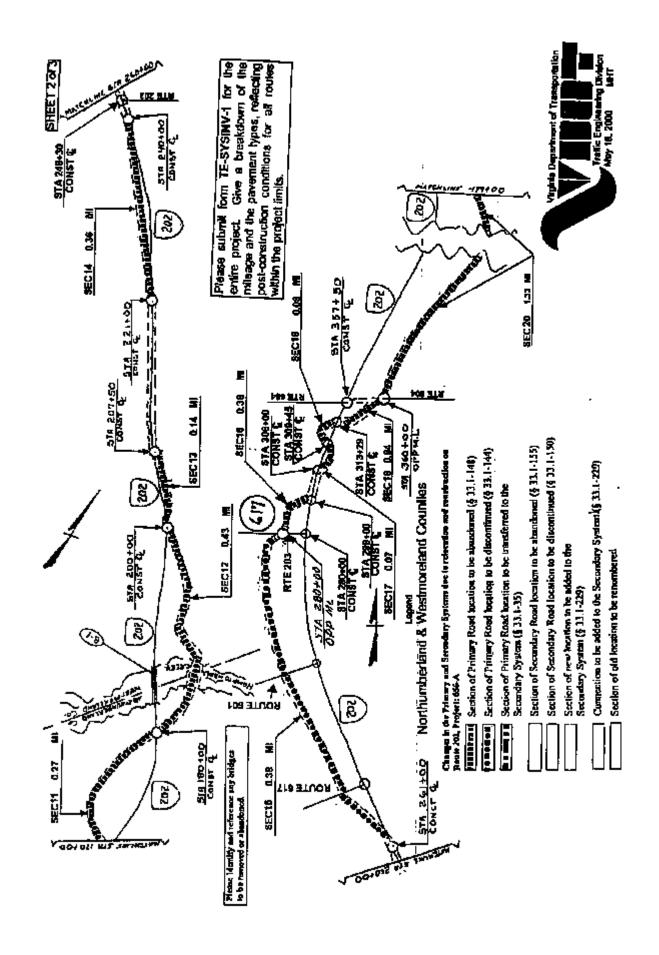
BE IT FURTHER RESOLVED, that pursuant to Section 33.1-144 of the Code of Virginia of 1950, as amended, 1.68 miles of old Route 202, designated as Sections 15 and 21 on the plat dated May 18, 2000, Project 656-A, be discontinued as part of the State Highway System; and

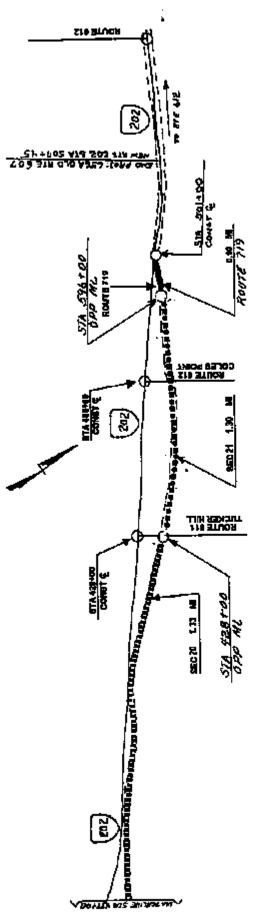
Resolution of the Board
Abandonments, Discontinuences and Transfers, Changes in Primary System
Northumberland and Westmoreland Counties
September 21, 2000
Page Two

BE IT FURTHER RESOLVED, that pursuant to Section 33.1-35 of the Code of Virginia, (1950, as amended, 0.64 mile of old Route 202, designated as Sections 8, 9 and 10 on the plat dated May 18, 2000, Project 656-A, be transferred from the Primary System to the Secondary System of Highways and numbered as Route 617, Route 621 and Route 675 respectively.

####







Northumberland & Westmoreland Counties

Chairte is the Fritzen y and Secondary Syriem that to referrate and construction we Read 2002, Prejude 656-A Section of Primary Road focation to be abandoned (§ 13.1-148)

Section of Primary Road Instalon to be discontinued (§ 33.1-144) -----

Section of Primary Boad location to be transferred to the Secondary System (§ 33.1-35)

Section of Secondary Road location to be discontinued (§ 33.1~150) Section of Secondary Road location to be chandomed (§ 13.1-155)

Give a breakdown of the

entire project.

Please submit farm TE-SYSINV-(for the

mileage and the pavament types, reflecting post-construction conditions for all routes

within the project limits.

Section of new location to be added to the

Secondary System (§ 33.1-229)

Section of old location to be remembered

Connection to be added to the Strandory System (\$ 33.1-229)







COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET FRICHMOND, 23219-1939

SHIRLEY J. YBARRA CHAIRMAN

Agenda item # 7

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD September 21, 2000

MOTION

Made By: Mr. Grubb Seconded By: Ms. Lionberger Action: Motion Carried

<u>Title: Abandonment, change in the Primary System</u>
<u>Frontage Road F-600 - Gravson County</u>

WHEREAS, Frontage Road F-600 in Grayson County is included in the Primary System of State Highways; and

WHEREAS, the Commissioner has filed an application with the Commonwealth Transportation Board, pursuant to Section 33.1-145 of the Code of Virginia, (1950), as amended, by letter dated June 29, 2000 to abandon Frontage Road F-600 in Grayson County as it is no longer necessary for public use; and

WHEREAS, the chairman of the Commonwealth Transportation Board had posted at the Grayson County Circuit Court Building on June 29, 2000, which is at least 3 days before the July term of the Circuit Court of Grayson County, notice of such application to abandon; and

WHEREAS, the Chairman sent by certified mail notice of the Commissioner's application for abandonment to the Grayson County Board of Supervisors; and

WHEREAS, no petition has been received by the Commonwealth Transportation Board from any interested land owner or the Board of Supervisors; and

WHEREAS, the Commonwealth Transportation Board is satisfied that no public necessity exists for the continuance of this section of road as a public road.

NOW, THEREFORE, BE IT RESOLVED, that the Commonwealth Transportation Board in accordance with and under the authority entrusted by Section 33.1-145 of the Code of Virginia, (1950), as amended, hereby abandons as part of the Primary System 0.36 mile of old Frontage Road F-600 as shown on the plat dated June 20, 2000.

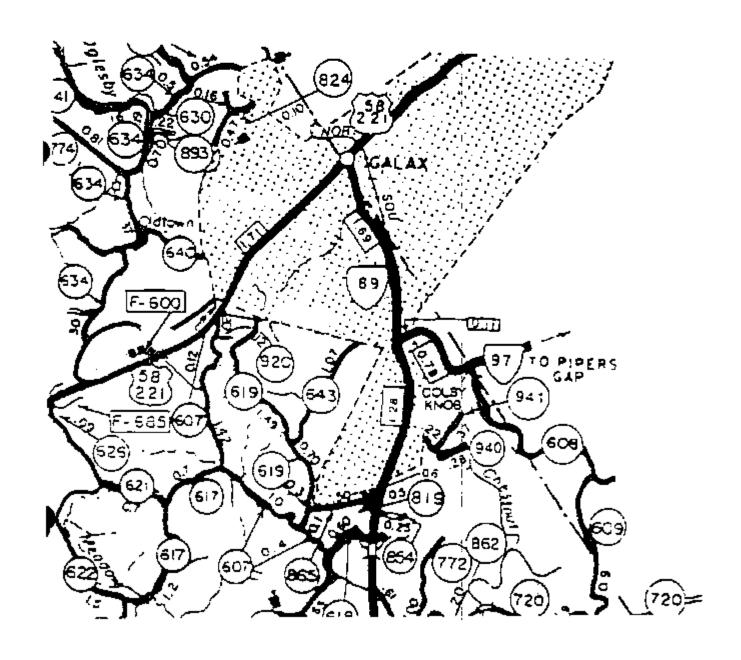
####

WE KEEP VIRGINIA MOVING

LEGEND

Frontage Road F-600 to be abandoned--0.36 Mi. June 20, 2000

GRAYSON COUNTY





COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

SHIRLEY J. YBARRA CHARMAN

Agenda item # 8

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By:Mr. Grubb

Seconded By:Ms. Lionberger

Action: Passed

<u>Title: Bridge Designation - Route 646 over Snow Creek - Franklin County</u>

<u>"Raymond C. Reynolds Bridge"</u>

WHEREAS, the Board of Supervisors of Franklin County did adopt a resolution by which the Commonwealth Transportation Board was petitioned to designate the new bridge over Snow Creek on Route 646 located between the intersections of Route 625 and Route 629 in Franklin County as a memorial to the late Raymond C. Reynolds; and

WHEREAS, Mr. Raymond C. Reynolds had provided community service to the citizens of Franklin County and residents of the Snow Creek area in Franklin County; and

WHEREAS, the Board of Supervisors of Franklin County has agreed to pay the cost and expense incident to the placement of appropriate markers; and

WHEREAS, it is the desire of the Commonwealth Transportation Board to honor this citizen, now deceased.

NOW, THEREFORE, HE IT RESOLVED, that the Commonwealth Transportation Board, in accordance with the authority entrusted under Section 33.1-250 of the Code of Virginia, (1950), as amended, does hereby declare that the bridge on Route 646 in Franklin County, as herein described, be named the "Raymond C. Reynolds Bridge"; and

BE IT FURTHER RESOLVED, that appropriate markers, as directed by the Department's engineers, be placed calling attention to this designation.

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WE KEEP VIRGINIA MOVING



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1839

SHIRLEY J. YBARRA CHAIRMAN

Agenda item # 9

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Grubb Seconded By: Ms. Lionberger Action: Motion Carried

Title: Signage: Right-Of-Way of Pedestrians In Crosswalks

WHEREAS, the General Assembly of Virginia in its 2000 session determined that the governing body of any county having the county manager plan of government, or any city with a population between 110,000 and 115,000 may by ordinance provide for the installation and maintenance of highway signs at marked crosswalks, specifically requiring operators of motor vehicles, at the locations where such signs are installed, to yield the right-of-way to pedestrians crossing or attempting to cross the highway; and

WHEREAS, the General Assembly determined that any operator of a motor vehicle who fails at such locations to yield the right-of-way to pedestrians as required by such signs shall be guilty of a traffic infraction punishable by a fine of no less than \$100 or more than \$500; and

WHERHAS, the General Assembly determined that the Commonwealth Transportation Board shall develop criteria for the design, location, and installation of such signs; and

WHEREAS, the policy for the design, location and installation of such signs has been developed for the Commonwealth Transportation Board by the Virginia Department of Transportation in accordance with §46.2-924 as amended and reenacted by the 2000 session of the General Assembly.

NOW THEREFORE BE IT RESOLVED, that a Policy for the design, location and installation of Signs Requiring Operators Of Motor Vehicles To Yield The Right-Of-Way To Pedestrians In Crosswalks as developed in accordance with §46.2-924, and which is attached hereto, is hereby adopted and is to become effective immediately.

POLICY FOR SIGNS REQUIRING OPERATORS OF MOTOR VEHICLES TO YIELD THE RIGHT-OF-WAY TO PEDESTRIANS IN CROSSWALKS

PURPOSE

The purpose of this policy is to establish the criteria for the design, location and installation of signs requiring operators of motor vehicles to yield the right-of-way to pedestrians in crosswalks in certain localities as prescribed in §46.2-924 of the Code of Virginia.

CRITERIA

The signs used to identify those specific crosswalks where the increased penalty will be enforced shall be in accordance with the attached sign design.

Location of such signs may be at any crosswalk on any non-limited access highway as determined by the localities prescribed in §46.2-924 of the Code of Virginia.

Installation and maintenance of such signs shall be accomplished by the localities and shall conform to the applicable requirements of the Federal Manual on Uniform Traffic Control Devices for Streets and Highways.

YIELD TO PEDESTRIANS IN CROSSWALK \$100-\$500 VIOLATION FINE

This sign is intended to be used in conjunction with Section 46.2-924 of the Code of Virginia to indicate that motorists must yield to pedestrians in the crosswalks and to notify them of the monetary range of the fine when found to be in violation of this regulation.

SHAPE			Horizontal Rectangle
COLOR	Message ar	nd Border: Field:	White (Reflectorized) Black (Non-Reflectorized)
SIZE	I	Iorizontal: Vertical:	36" 30"
MESSAGE	Line 1	Capitals:	4" D
	Line 2	Capitals:	3" C
	Line 3	Capitals:	3" C
		Bar:	% "
	Line 4	•	3* C
	Line 5	Capitals:	3* C
MARGIN WIDTH			3/4
BORDER WIDTH			5/4
CORNER RADIUS			1%"

Notes: Vertical spacing between the lines of message is 2". Vertical spacing between Lines 3 and 4 and the bar is 1"/n". Length of the bar is 32". Message shall be centered vertically and horizontally between the borders.

Where conditions prevent the installation of this sign due to its size, the sign may be downsized appropriately provided the message is retained and is of sufficient size for motorist legibility.



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET FRICHMOND, 23219-1939

SHIRLEY J. YBARRA CHARMAN

Agenda kem# 18

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Grubb Seconded By: Mr. White Action: Motion Passed

Title: STAA Qualifying Highway - Routes 17 & 50. Fauguler & Clarke Counties

WHEREAS, by resolution dated May 17, 1984, this Board designated a list of qualifying highways for the operation of tractor truck semi-trailer combinations and tractor truck semi-trailer combinations drawing one trailer with no overall combination length restriction under the Surface Transportation Assistance Act of 1982 (STAA); and

WHEREAS, this same resolution provided that from time to time as appropriate and with due notice, this Board may modify any of the stated provisions and may, as well, add or delete designated and qualifying highways; and

WHEREAS, this Board, on August 16, 1990 based on requests for access from the trucking industry and a study conducted by the Virginia Department of Transportation, designated Route 17 in Fauquier County between Route I-66 and Route 50 and Route 17/50 between Route 17 in Fauquier County and Route 340 in Clarke County as Qualifying Highways for operation of these tractor truck combinations with no overall combination length restriction under the STAA; and

WHEREAS, in response to concerns of the surrounding communities, the Virginia Department of Transportation conducted a study in 1999 and has been continuously monitoring the safety and operational characteristics of the Routes 17 & 50 corridor in Fauquier and Clarke Counties; and

WHEREAS, the truck traffic on this section of Routes 17 and 50 has increased from 17% to a range of 25% - 30% of the total volume since the designation in 1990; and

WHEREAS, it is estimated that the change in designation would result in reducing the truck percentage to the level before the STAA designation in 1990; and

WE KEEP VIRGINIA MOVING

Resolution of the Board STAA Qualifying Highway – Routes 17 & 50 – Fauquier and Clarke Counties September 21, 2000 Page Two

WHEREAS, a reasonable alternate routing exist for these tractor-trailers by way of Route I-86 and Route I-81;

NOW THEREFORE, BE IT RESOLVED, that the following routes are deleted as Qualifying Highways from Virginia's Designated System under the Surface Transportation Assistance Act of 1982 and tractor truck semi-trailer combinations in excess of 65 feet and tractor truck semi-trailer combinations drawing one trailer are restricted from the following routes:

County or City Fauquier County	Route 17	From Route I-66 West Int. Exit #23	To Route 50 (Paris)
Pauquier County	50	Route 17 (Paris)	Route 340
Clarke County		(Fauquier County)	(Clarke County)

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COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23218-1839

SHIRLEY J. YBARRA CHAIRMAN

Agenda item # 11

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By:Mr. Byrd

Seconded By:Mr. Prettyman

Action: Motion Carried

Title: Action on City Street Mileage - City of Danville

WHEREAS, the Commonwealth Transportation Board is authorized under Section 33.1-41.1 of the Code of Virginia, as amended to approve payments to cities and certain towns for street maintenance, construction and reconstruction purposes; and,

WHEREAS, certain Principal-Minor Arterial Roads, Collector Roads and Local Streets within the corporate limits of the City of Danville are eligible for such payment; and,

WHEREAS, under the authority of Section 33.1-41.1, request is made by the City of Danville for street payments on Principal Arterial Roads and Local Streets meeting the required criteria;

NOW, THEREFORE BE IT RESOLVED, that the road/street mileage eligible for quarterly payments to the City of Danville for Principal Arterial Roads and Local Streets be increased by 4.22 centerline miles. This increase is a result of additions of Principal Arterial Roads and Local Streets as described on tabulation sheets numbered 1 through 2 for the City of Danville as functionally classified by the Transportation Planning Division dated May 18, 2000.

The tabulation sheets are on file in the Department's Urban Division.

Resolution of the Board Action on City Street Mileage - City of Danville September 21, 2000 Page Two

The Principal Arterial Road additions totaling 0.42 mile increases the total mileage to 33.07 centerline miles of approved roads subject to street payments effective for payment beginning July 1, 2000.

The Local Street additions totaling 3.80 miles increases the total mileage to 197.88 centerline miles of approved streets subject to street payments effective for payment beginning July 1, 2000.

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COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1938

SHIRLEY J. YBARRA CHARMAN

Agendo itom # 12

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By:Mr. Martin

Seconded By: Ms. Lionberger

Action: Passed

<u>Title: Payments to Citles, Certain Towns and the Cherapeake Bay Bridge Tunnel</u>
<u>Commission for Maintenance to Certain Roads and Streets - FY - 2000-2001</u>

WHEREAS, Section 33.1-41.1 of the Code of Virginia, (1950), as amended, provides that for the purpose of calculating street allocations to the eligible cities and towns, and for making street payments; that the Department of Transportation shall divide affected roads and streets into two categories: (1) Principal and Minor Arterial Roads, and (2) Collector and Local Streets; and

WHEREAS, Section 33.1-288 of the Code of Virginia, (1950), as amended, provides that the Commonwealth Transportation Board may pay to the Chesapeake Bay Bridge and Tunnel Commission, the same amounts authorized by Section 33.1-41.1; and

WHEREAS, the Department established a State Functional Classification System and an Urban Street Inventory depicting those roads and streets eligible to receive subject street payments; and

WHEREAS, such street payments shall be based on the number of moving-lane miles of such roads and streets available to peak-hour traffic in each category in each locality and on the 1986 base per-lane-mile payment rate adjusted by a statewide maintenance cost index; and

Resolution of Board
Payments to Cities, Certain Towns and Chesapeake Bay Bridge Tunnel Commission for Maintenance to Certain Roads and Streets, FY 2000-2001
September 21, 2000
Page Two

WHEREAS, funds allocated by the Board for such street payments shall be paid in equal sums for each quarter of the fiscal year; and

WHEREAS, no payment shall be made without the approval of the Board;

NOW, THERBFORE BE IT RESOLVED, that the mileage for the calculations of street payments and the yearly and quarterly payments for FY 00-01 for each local entity are hereby approved as indicated on the attached tabulation.

####

SEPTEMBER 6, 2000

			. , 45 -	. 	 	
Municip	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
BRISTO	OL DISTRICT					
Abingdon						
	Principal Arterials	2.24	7.70	\$12,319	\$23,714.08	\$94,856.30
	Minor Arterials	5.07	13.10	\$12,319	\$40,344.73	\$161,378.90
	Collectors	4,97	10.68	\$7,233	\$19,312.11	\$77,248.44
	Locals	40.39	80.17	\$7,233	\$144,967.40	\$579,869.61
	Totals:	52.67	111.65		\$228.338.31	\$913,353.25
	Comb PA/MA	7.31	20.80	\$12,319	\$64,058.60	\$256,235.20
	Comb COL/LOC	45.3B	90.85	\$7,233	\$164,279.51	\$657,118.05
	Totals:	52.67	111.65		\$228,338.31	\$913,353.25
Big Stone	Gap					
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arterials	5.98	11.96	\$12,319	\$36,833.81	\$147,335.24
	Collectors	1.28	2.52	\$7,233	\$4,556.79	\$18,227.16
	Locals	21.13	42.00	\$7,233	\$75,946.50	\$303,786.00
	Totals:	28.39	58.48		\$117,337.10	\$469,348.40
	Comb PA/MA	5.98	11.95	\$12,319	\$36,833.81	\$147,335.24
	Comb COL/LOC	22.41	44.52		\$80,503.29	\$322,013.16
	Totals:	28.39	56.48		\$117,337.10	\$469,348.40
Bluefield						
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arterials	5.02			\$34,246.82	\$136,987.28
	Collectors	6.67			\$24,122.06	\$96,488.22
	Locals	14.62			\$52,529.66	\$210,118.65
	Totals:	26.31	53.51		\$110,898.54	\$443,594.15
	Comb PA/MA	5.02			\$34,246.82	\$136,987.28
	Comb COL/LOC	21.29			\$76,651.72	\$306,606.87
	Totals:	26.31	53.51		\$110,898.54	\$443,594.15

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Municip	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
Bristol						174111111111
	Principal Arterials	6,27	18.77	\$12,319	\$57,806.91	\$231,227.63
	Minor Arterials	13.25	29.47	\$12,319	\$90,760.23	\$363,040.93
	Collectors	13.14	26.96	\$7,233	\$48,750.42	\$195,001.68
	Locals	85.90	171.23	\$7,233	\$309,626.65	\$1,238,506.59
	Totals:	118.56	246.43		\$506, 944 .21	\$2,027,776.83
	Comb PA/MA	19.52	48.24	\$12,319	\$148,567.14	\$594,268.56
	Comb COL/LOC	99.04	198.19	\$7,233	\$358,377.07	\$1,433,508.27
	Totals:	118.56	246.43		\$506,944.21	\$2,027,776.83
Lebanon						
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arterials	7.34	16.95	\$12,319	\$52,201.76	\$208,807.05
	Collectors	0.00	0.00	\$7,233	\$0.00	\$0.00
	Locals	21.85	42.78	\$7,233	\$77,356.94	\$309,427.74
	Totals:	29.19	59.73		\$129,558.70	\$518,234.79
	Comb PA/MA	7.34	16.95	\$12,319	\$52,201.76	\$208,807.05
	Comb COL/LOC	21.85	42.78	\$7,233	\$77,356.94	\$309,427.74
	Totals:	29.19	59.73	·	\$129,558.70	\$518,234.79
Marion						
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arterials	5.82	18.48	\$12,319	\$56,913.78	\$227,655.12
	Collectors	4.71	9.42	\$7,233	\$17,033.72	\$68,134.86
	Locals	30.65	61.30	\$7,233	\$110,845.73	\$443,382.90
	Totals:	41.18	89.20		\$184,793.22	\$739,172.88
	Comb PA/MA	5.82	18.48	\$12,319	\$56,913.78	\$227,655.12
	Comb COL/LOC	35.36	70.72	\$7,233	\$127,879.44	\$511,517.76
	Totals:	41.18	89.20		\$184,793.22	\$739,172.88

FY 00-01

			FY 00-0	' —		
Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
Norton						
MORON						
Pri	ncipal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	or Arterials	9.13	19.69	\$12,319	\$60,640.28	\$242,561.11
Co	llectors	0.00	0.00	\$7,233	\$0.00	\$0.00
Loc	;als	19. 6 6	39.27	\$7,233	\$71,009.98	\$284,03 9.91
To	otals:	28.79	58.96		\$131,650. 26	\$526,601.02
Co	mb PA/MA	9.13	19.69	\$12,319	\$60,640.28	\$242,561.11
Co	mb COL/LOC	19.66	39.27	\$7,233	\$71,009.08	\$284,039.91
T	otals:	28.79	58.96		\$131,650.26	\$526,601.02
Richlands						
Pri	ncipal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
Mir	nor Arterials	4.79	10,16	\$12,319	\$31,290.26	\$125,161.04
Ça	Nectors	0.00	0.00	\$7,233	\$0.00	\$0.00
Lo	cals	16.29	32.13	\$7,233	\$58,099.07	\$232,395.29
Т	otals:	21.08	42.29		\$89,389.33	\$357,557.33
Ço	mb PA/MA	4.79	10.16	\$12,319	\$31,290.26	\$125,161.04
Co	mb CQL/LOC	16.29	32,13	\$7,233	\$58,099.07	\$232,396.29
٢	otals:	21.08	42.29		\$89,389.33	\$3 57,557.33
Saltville						
Pri	incipal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
Mí	nor Arterials	3.33	8. 6 6	\$12,319	\$20,511.14	\$82,044.54
Co	llectors	0.00	0.00	\$7,233	\$0.00	\$0.00
Lo	cals	13.26	24.84	\$7,233	\$44 ,916.93	\$179,667.72
Т	otals:	16.59	31.50		\$65,428.07	\$261,712.26
Co	mb PA/MA	3.33	6.66	\$12,319	\$20,511.14	\$82,044.54
	mb COL/LOC	13.26	24.84	\$7,233	\$44 ,916.93	\$179,667.72
Т	otals:	16.59	31.50		\$65,428.07	\$261,712.26

				•		
Municipa	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
Tazewell						
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arterials	10.05	21,58	\$12,319	\$66,461.01	\$265,844.02
	Collectors	0.00	0.00	\$7,233	\$0.00	\$0.00
	Locals	12.51	23.63	\$7,233	\$42,728.95	\$170,915.79
	Totals:	22.56	45.21		\$109,189.95	\$438,759.81
	Comb PA/MA	10.05	21.58	\$12,319	\$66,481.01	\$265,844.02
	Comb COL/LOC	12.51	23.63	\$7,233	\$42,728.95	\$170,915,79
	Totals:	22.56	45.21		\$109,189.95	\$436,759.81
Wise						
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arterials	6.55	14.93	\$12,319	\$45,980.67	\$183,922.67
	Collectors	0.00	0.00	\$7,233	\$0.00	\$0.00
	Locals	9.62	18.17	\$7,233	\$32,855.90	\$131,423,61
	Totals:	16.17	33.10		\$78,836.57	\$315,346.28
	Comb PA/MA	6.55	14.93	\$12,319	\$45,980.67	\$183,922.67
	Comb COL/LOC	9.62	18.17	\$7,233	\$32,855.90	\$131,423.61
	Totals:	16.17	33.10		\$78,836.57	\$315,346.28
Wytheville						
	Principal Anterials	3.53	10.98	\$12,319	\$33,815.66	\$135,262.62
	Minor Arterlals	7.61	23.79	\$12,319	\$73,267.25	\$293,069.01
	Collectors	12.66	26.30	\$7,233	\$47,556.98	\$190,227.90
	Locals	59.23	117.95	\$7,233	\$213,283.09	\$853,132.35
	Totals:	83.03	179.02		\$367,922.97	\$1,471,691,88
+	Comb PA/MA	11.14	34.77	\$12,319	\$107,082,91	\$428,331.63
	Comb COL/LOC	71.89	144.25	\$7,233	\$260,840.06	\$1,043,380.25
	Totals:	B3.03	179.02		\$367,922.97	\$1,471,691.88

SEPTEMBER 8, 2000

Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
	•					
BRISTOL DISTR	RICT TOTALS					
Prin	cipal Arterials	12.04	37.45	\$12,319	\$115,338.64	\$461,346.55
Mine	or Arterials	83.94	197.89	\$12,319	\$609,451.73	\$2,437,806.91
Coll	ectors	43,43	89.22	\$7,233	\$161,332.07	\$645,328.26
Loca	als	345.11	682.52	\$7,233	\$1,234,166.79	\$4,936,667.16
То	tals:	484.52	1007.08		\$2,120,287.22	\$8,481,148.88
Con	nb PA/MA	95.98	235.34	\$12,319	\$724,788.37	\$2,899,153.46
Con	up COT/FOC	388.54	771.74	\$7,233	\$1,395,498.88	\$5,581,995.42
То	tals:	484.52	1007.08		\$2,120,287 <u>-22</u>	\$8,481,148.88

	·					
Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
SALEM DIS	TRICT					
Bedford						
	ncipal Arterials	8.02	20.33	\$12,319	\$62,611.32	\$250,445.27
	or Arterials	1.51	3.02	\$12,319	\$9,300.85	\$37,203.38
Col	lectors	7.31	14.62	\$7,233	\$26,436.62	\$105,746.46
Loc		25.06	49.83	\$7,233	\$90,105.10	\$360,420.39
To	otals:	41.90	87.80		\$188,453.88	\$753,815.50
Cor	nb PA/MA	9.53	23.35	\$12,319	\$71,912.16	\$287,648.65
Cor	nb COL/LOC	32.37	64.45	\$7,233	\$116,541.71	\$466,166.85
To	otals:	41.90	87.80		\$188,453.88	\$753,815.50
Blacksburg						
Prir	ncipal Arterials	6.37	21.01	\$12,319	\$64,705.55	\$258,822.19
Min	or Arterials	8.95	26.16	\$12,319	\$80,566.26	\$322,265.04
Çal	lectors	5.11	10.62	\$7,233	\$19,203.62	\$76,814.46
Loc	als	82.23	165.07	\$7,233	\$298,487.83	\$1,193,951.31
To	otals:	102.66	222.86	·	\$462,963.25	\$1,851,853.00
Cor	mb PA/MA	15.32	47.17	\$12,319	\$145,271.81	\$581,087.23
Cor	nb COL/LOC	87.34	175. 69	\$7,233	\$317,691.44	\$1,270,765.77
To	tals:	102.66	222.86		\$462,963.25	\$1,851,853.00
Christiansburg						
Prír	ncipal Arterials	8.32	25.66	\$12,319	\$79,026.39	\$316,105.54
Min	or Arterials	5.62	13.18	\$12,319	\$40,591.11	\$162,364.42
Col	lectors	4.19	9.06	\$7,233	\$16,382.75	\$65,530.98
Loc	als	82.39	164.45	\$7,233	\$297,366.71	\$1,189,466.85
To	otals:	100.52	212.35		\$4 33,366.95	\$1,733,467,79
Cor	mb PA/MA	13.94	38.84	\$12,319	\$119,617.49	\$478,469.96
Cor	nb COL/LOC	86.58	173.51	\$7,233	\$313,749.46	\$1,254,997.83
-	itals:	100.52	212.35	,	\$433,366.95	\$1,733,467.79

VDOT URBAN DIVISOIN

URBAN MUNICIPAL MILEAGE AND PAYMENTS BASED ON STATE FUNCTIONAL CLASSIFICATION

FY 00-01

				<u> </u>		
Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
Galax						
₽rl	ncipal Arterials	8.00	26.08	\$12,319	\$80,319.88	\$321,279.52
Mir	nor Arterials	4.94	9.88	\$12,319	\$30,427.93	\$121,711.72
Co	lectors	8.07	16.14	\$7,233	\$29,185.16	\$116,740.62
Lox	cels	39.38	78.28	\$7,233	\$141,549.81	\$566,199.24
Tı	otals:	60.39	130.38		\$281,482.78	\$1,125,931,10
	mb PA/MA	12.94	35.96	\$12,319	\$110,747.81	\$44 2,991.24
	mb COL/LOC	47.45	94.42	\$7,233	\$170,734.97	\$682,939.86
Te	otals:	60.39	130.38		\$281,482.78	\$1,125,931.10
Martinsville						
Pri	ncipal Arterials	7.46	26.60	\$12,319	\$81,921.35	\$327,685.40
	or Arterials	14.22	37.00	\$12,319	\$113,950.75	\$455,803.00
	lectors	9.56	18.97	\$7,233	\$34,302.50	\$137,210.01
	als	67.99	136.98	\$7,233	\$247,684.09	\$990,776.34
To	otals:	99.25	219.55		\$477,868.69	\$1,911,474.75
	mb PA/MA	21.68	63.60	\$12,319	\$195,872.10	\$783,488.40
		77.57	155.95	\$7,233	\$281,996.59	\$1,127,986.35
To	otals:	99.25	219.55		\$477,8 6 8.69	\$1,9 11,474.75
Narrows						
Prin	ncipal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
Min	or Arleriais	0.10	0.20	\$12,319	\$615.95	\$2,463.80
	lectors	0.00	0.00	\$7,233	\$0.00	\$0.00
Lac		15.78	30.61	\$7,233	\$55,350.53	\$221,402.13
To	otals:	15.88	30.81	!	\$55,966.48	\$223,86 5.93
	mb PA/MA	0.10	0.20	\$12,319	\$615.95	\$2,463.80
	mb COL/LOC	15.78	30.61	\$7,233	\$55,350.53	\$221,402.13
To	itals:	15.88	30.81		\$55,966.48	\$223,865.93

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Municipa	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
Pearisburg						
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.0
	Minor Arterials	1.67	3.34	\$12,319	\$10,286.37	\$41,145.4
	Collectors	0.00	0.00	\$7,233	\$0.00	\$0.0
	Locals	18.11	36.02	\$7,233	\$65,133.17	\$260,532.6
	Totals:	19.78	39.36		\$75,419.53	\$301,678.1
	Comb PA/MA	1.67	3.34	\$12,319	\$10,286.37	\$41,145.4
	Comb COL/LOC	18.11	36.02	\$7,233	\$65,133.17	\$260,532.6
	Totals:	19.78	39.36		\$75,419.53	\$301,678.1
Pulaski						
	Principal Arterials	5.43	17.04	\$12,319	\$52,478.94	\$209,915.7
	Minor Arterials	11.41	25.78	\$12,319	\$79,395.96	\$317,583.8
	Collectors	4.19	8.3B	\$ 7,233	\$15,153.14	\$60,612.5
	Locals	46.08	91.61	\$7 ,233	\$165,653.78	\$662,615.1
	Totals:	67.11	142.81		\$312,681.81	\$1,250,727.2
	Comb PA/MA	16.84	42.82	\$12,319	\$131,874.90	\$527,499.5
	Comb COL/LOC	50.27	99.99	\$7,233	\$180,806.92	\$723,227.6
	Totals:	67.11	142.81		\$312,681.81	\$1,250,727.2
Radford						
	Principal Arteriats	5.91	17.21	\$12,319	\$53,002.50	\$212,009.9
	Minor Arterials	11.75	26. 8 6	\$12,319	\$8 2,722.09	\$330,668.3
	Collectors	3.75	7.06	\$7,233	\$12,766.25	\$51,064.9
	Locals	49.68	99.75	\$7,233	\$180,372.94	\$721,491.1
	Totals:	71.09	150.88		\$328,863.77	\$1,315,455.0
	Comb PA/MA	17.66	44.07		\$135,724.58	\$542,898.3
	Comb COL/LOC	53.43	106.81	\$7,233	\$193,139.18	\$772,556.7
	Totals:	71.09	150.88		\$328,863.77	\$1,315,455.0

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Munici	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
Roanoke						
	Principal Arterials	28.33	106.98	\$12,319	\$329,471.66	\$1,317,886.62
	Minor Arterials	47.39	119.99	\$12,319	\$369,539.20	\$1,478,156.81
	Collectors	25.56	55.75	\$7,233	\$100,809.94	\$403,239.75
	Locals	351.29	711.83	\$7,233	\$1,287,166.60	\$5,148,666.39
	Totals:	452.57	994.55		\$2,086,987.39	\$8,347,949.57
	Comb PA/MA	75.72	226.97	\$12,319	\$699,010.86	\$2,796,043.43
	Comb COL/LQC	376.85	767.58	\$7,233	\$1,387,976.54	\$5,551,906.14
	Totals:	452.57	994.55		\$2,086,987.39	\$8,347,949.57
Rocky Mo	unt					
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arterials	9.41	26.59	\$12,319	\$81,890.55	\$327,562.21
	Collectors	3.61	7.22	\$7,233	\$13,055.57	\$52,222.26
	Locals	25.85	51.61	\$7,233	\$93,323.78	\$373,295.13
	Totals:	38.87	85.42		\$188,269.90	\$753,079.60
	Comb PA/MA	9.41	26.59	\$12,319	\$81,890.55	\$3 27,5 6 2.21
	Comb COL/LQC	29.46	58.83	\$7,233	\$108,379.35	\$425,517.39
	Totals:	38.87	85.42		\$188,269.90	\$753,079.60
Salem						
	Principal Arterials	11.60	37.95	\$12,319	\$116,876.51	\$467,506.05
	Minor Arterials	9.25	26.06	\$12,319	\$80,258.29	\$321,033.14
	Collectors	10.78	21.86	\$7,233	\$39,528.35	\$158,113.38
	Locals	101.71	201.49	\$7,233	\$364,344.29	\$1,457,377.17
	Totals:	133,34	267.36		\$601,007.44	\$2,404,029.74
	Comb PA/MA	20.85	64.01	\$12,319	\$197,134.80	\$788,539.19
	Comb COL/LOC	112.49	223.35	\$7,233	\$403,872.64	\$1,615,490.55
	Totals:	133,34	287.36		\$601,007.44	\$2,404,029,74

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Munic	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
Vinton						
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arterials	3.57	13.10	\$12,319	\$40,344.73	\$161,378.90
	Collectors	1.77	3.40	\$7,233	\$6,148.05	\$24,592.20
	Locals	32,35	64.40	\$7,233	\$116,451.30	\$465,805.20
	Totals:	37.69	80.90	• • • • •	\$162,944.08	\$651,776.30
	Comb PA/MA	3.57	13.10	\$12,319	\$40,344.73	\$161,378.90
	Comb CQL/LQC	34.12	67.80	\$7,233	\$122,599.35	\$490,397.40
	Totals:	37.69	80.90		\$162,944.08	\$651,776.30
SALEM D	DISTRICT TOTALS					
	Principal Arterials	89.44	298.86	\$12,319	\$920,414.09	\$3,681,656.34
	Minor Arterials	129.79	331.16	\$12,319	\$1,019,890.01	\$4,079,560.04
	Collectors	83.92	173.08	\$7,233	\$312,971.91	\$1,251,887.64
	Locals	937.90	1881.93	\$7,233	\$3,402,999.92	\$13,611,999.69
	Totals:	1241.05	2685.03	•	\$ 5,6 56 ,275.93	\$22,625,103.71
	Comb PA/MA	219.23	630.02	\$12,319	\$1,940,304.10	\$7,761,216.38
	Comb COL/LOC	1021.82	2055.01	\$7,233	\$3,715,971.83	\$14,863,887.33
	Totals:	1241.05	2685.03	4,122	\$5,656,275.93	\$22,625,103.71

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Municipa	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
LYNCHB	URG DISTRICT					
Altavista						
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arteriais	2.31	4.62	\$12,319	\$14,228.45	\$56,913.78
	Collectors	4.93	9.86	\$7,233	\$17,829.35	\$71,317.38
	Locals	18.65	36.83	\$7,233	\$66,597.85	\$266,391.39
	Totals:	25.89	51.31		\$98, 65 5.64	\$394,622.55
	O DA/146	2.31	4.62	\$ 12,319	\$14,228.45	\$56,913.78
	Comb PA/MA	23.58	46.69	\$7,233	\$84,427.19	\$337,708.77
	Comb COL/LOC Totals:	25.89	51.31	**	\$98,655.64	\$394,622.55
Danville						
	n to the standard	33.07	123.61	\$12,319	\$380,687.90	\$1,522,751.59
	Principal Arterials Minor Arterials	32.18			\$279,764.49	\$1,119,057.96
		45.93		_	\$168,655.48	\$674,621.91
	Collectors	197.88		\$7,233	\$717,350.86	\$2,869,403.43
	t.ocals Totels:	309.06			\$1,546,458.72	\$6,185,834.89
	O D. M.A.	65.25	214.45	\$12,319	\$660,452.39	\$2,641,809.55
	Comb PA/MA	243.81			\$886,006.34	\$3,544,025.34
	Comb COL/LOC Totals:	309.06			\$1,546,458.72	\$6,185,834.89
Farmville						
	Principal Arterial	s 3.74	11.02	\$12,319	\$33,938.85	\$135,755.38
	Minor Arterials	6.B2		\$12,319	\$64,643.95	\$258,575.81
	Collectors	7.85		_	\$28,045.9 6	\$112,183.83
	Locals	25.83		\$7,233	\$92,076.09	\$368,304.36
	Totals:	44.24		1	\$218,704.85	\$874,819.38
	Comb PA/MA	10.56	32.01	\$12,319	\$98,582.80	\$394,331.19
	Comb COULOC				\$120,122.05	\$480,488.19
	Totals:	44.24		4	\$218,704.85	\$874,819.38

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Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
ynchburg				 		
Pris	ncipal Arterials	28.93	75.24	\$12,319	\$231,720.39	\$926,881.56
	or Arterials	58.30	142.56	\$12,319	\$439,049.16	\$1,756,196.64
Col	lectors	28.23	56.74	\$7,233	\$102,600.11	\$410,400.42
Loc	als	242.24	480.88	\$7,233	\$869,551.26	\$3,478,205.04
To	otals:	357.70	755.42	•-,	\$1,642,920.92	\$6,571,683.66
Co	ть РАЛА	87.23	217.80	\$12,319	\$670,769.55	\$2,683,078.20
Co	mb COL/LOC	270.47	537.62	\$7,233	\$972,151.37	\$3,888,605.46
To	otals:	357.70	755.42		\$1,642,920.92	\$6,571,683.66
South Boston						
Prir	ncipal Arterials	5.64	16.14	\$12,319	\$49,707.17	\$198,828.66
Mir	or Arterials	10.68	25.03	\$12,319	\$77,086.14	\$308,344.57
Col	lectors	3.86	7.72	\$7,233	\$13,959.69	\$55,838.76
Loc	als	42.72	85.23	\$7,233	\$154,117.15	\$615,468.59
To	otals:	62.90	134.12		\$2 94 ,870.15	\$1,179,480.56
-	mb PA/MA	16.32	41.17	\$12,319	\$126,793.31	\$507,173.23
	mb COL/LOC	46.58	92.95	\$7,233	\$168,076.84	\$672,307.35
To	otels:	62.90	134.12		\$294,870.15	\$1,179,480.56
YNCHBURG (DISTRICT TOTA	ALS				
Prin	ncipal Arterials	71.38	226.01	\$12,319	\$696,054.30	\$2,784,217.19
Mir	or Arterials	110.29	284.04	\$12,319	\$874,772.19	\$3,499,088.76
Col	tectors	90.80	183.10	\$7,233	\$331,090.58	\$1,324,362.30
Loc	als	527.32	1050.57	\$7,233	\$1,899,693.20	\$7,598,772.81
To	otals:	799.79	1743.72		\$3,801,610.27	\$15,208,441.08
	mb PA/MA	181.67	510.05	\$12,319	\$1,570,828.49	\$6,283,305.98
	mb COL/LOC	618.12	1233.67	\$7,233	\$2,230,783.78	\$8,923,135.11
To	otals:	799.79	1743.72		\$3,801,610.27	\$15,206,441.08

Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
RICHMOND	DISTRICT					
Ashland						
	incipal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	nor Arterials	10.83	33.12	\$12,319	\$102,001.32	\$408,005.28
	llectors	3.85	6.59	\$7,233	\$11, 916.37	\$47,665.47
	cals	29.83	60.86	\$7,233	\$110,050.10	\$440,200.38
т	otals:	44.51	100.57		\$223,967.78	\$895,871.13
Co	mb PA/MA	10.83	33.12	\$12,319	\$102,001.32	\$408,005.28
Co	mb COL/LOC	33.68	67.45	\$7,233	\$121,966.46	\$487,865.85
Т	otais:	44.5 1	100.57		\$223,967.78	\$895,871.13
Blackstone						
Pri	ncipal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
Mir	nor Arterials	7.96	17.00	\$12,319	\$52,355.75	\$209,423.00
Co	llectors	3.58	7.16	\$7,233	\$12,947.07	\$51,788.28
Lo	cals	21.92	43.18	\$7,233	\$78,080.24	\$312,320.94
Т	otals:	33.46	67.34		\$143,383.06	\$573,532.22
Co	mb PA/MA	7.96	17.00	\$12,319	\$52,355.75	\$209,423.00
Ċo	mb COL/LOC	25. 5 0	50.34	\$7,233	\$91,027.31	\$364,109,22
Т	otals:	33.46	67.34		\$143,383.06	\$573,532.22
Chase City						
Pri	ncipal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
Mir	or Arterials	0.87	1.74	\$12,319	\$5,358.77	\$21,435.06
Co	llectors	2.83	5.66	\$7,233	\$10,234.70	\$40,938.78
	als	13.48	26.83	\$7,233	\$48,515.35	\$194,061.39
To	otals:	17.18	34.23		\$64,108.81	\$256,435.23
Co	mb PA/MA	0.87	1.74	\$12,319	\$5,358.77	\$21,435.06
Co	mb COL/LOC	16.31	32.4 9	\$7,233	\$58,750.04	\$235,000.17
To	otals:	17.18	34.23		\$64,108.81	\$256,435.23

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Municip	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
Colonial He	lights					
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	Principal Arterials	5.09	19.75	\$12,319	\$60,825.06	\$243,300.25
	Alerials	3.02	8.67	\$12,319	\$26,701.43	\$106,805.73
	Collectors	7.90	19.27	\$7,233	\$34,844.98	\$139,379.91
	Locals	67.82	136.68	\$7,233	\$247,151.61	\$988,606.44
	Totals:	83.83	184.37	•	\$369,523.08	\$1,478,092.33
	Comb PA/MA	0.44	20.42	\$42.240	\$ 07 500 5 0	<u>ውዕድስ ለላይ የ</u> የ
	Comb COL/LOC	8.11 75.72	28.42	\$12,319	\$87,526.50	\$350,105.98
	Totals:	83.83	155.95	\$ 7,233	\$281,998.59	\$1,127,986.35
	i Olais.	63.63	184,37		\$369,523.08	\$1,478,092.33
Hopewell						
	Principal Arterials	8.84	34.62	\$12,319	\$106,620.95	\$426,483.78
	Minor Arterials	14.06	32.48	\$12,319	\$100,030,28	\$400,121.12
	Collectors	3.68	7.80	\$7,233	\$14,104.35	\$56,417.40
	iocals	95.48	190.64	\$7,233	\$344,724.78	\$1,378,899.12
	Totałs:	122.06	265.54	·	\$565,480.36	\$2,261,921.42
	O	00.00	65 46	A48 444	**********	#### #################################
	Comb PA/MA	22.90	67.10	\$12,319	\$206,651.23	\$826,604.90
	Comb COL/LOC	99.16	198.44	\$7,293	\$358,829.13	\$1,435,316.52
	Totals:	122.06	265.54		\$565,480.36	\$2,261,921.42
Pelersburg						
	Principal Arterials	17.57	58.28	\$12,319	\$179,487.83	\$717,951.32
	Minor Arterials	21.48	48.48	\$12,319	\$149,306.28	\$597,225.12
	Collectors	20.86	41.68	\$7,233	\$75,367.86	\$301,471.44
	Locals	120.73	239.10	\$7,233	\$432,352.58	\$1,729,410.30
	Totals:	180.64	387.54	• · · •	\$836,514.55	\$3,345,058.18
					•	
	Comb PA/MA	39.05	106.76	\$12,319	\$328,794.11	\$1,315,176.44
	Comb COL/LOC	141.59	280.78	\$7,233	\$507,720.44	\$2,030,881.74
	Totals:	180. 64	387.54		\$836,514.55	\$3,346,058.1B

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Municip	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
Richmond						
	Principal Arterials	56.89	242.08	\$12,319	\$745,545.88	\$2,982,183.52
	Minor Arterials	95.08	284.41	\$12,319	\$875,911.70	\$3,503,646.79
	Collectors	77.11	1 66 .01	\$7,233	\$300,187.58	\$1,200,750.33
	Locals	590.70	1147.28	\$7,233	\$2,074,569.06	\$8,298,276.24
	Totals:	819.78	1839.78		\$3,996,214.22	\$15,984,856.88
	Comb PA/MA	151.97	526.49	\$12,319	\$1,621,457.58	\$6,485,830.31
	Comb COL/LOC	667.81	1313.29	\$7,233	\$2,374,756.64	\$9,499,026.57
	Totals:	819.78	1839.78		\$3,996,214.22	\$15,984,856.88
South Hill						
	Principal Arterials	3.69	8.00	\$12,319	\$24,638.00	\$98,552.00
	Minor Arterials	7.65	17.04	\$12,319	\$52,478.94	\$209,915.76
	Collectors	2.60	5.20	\$7,233	\$9,402.90	\$37,611.60
	Locals	24.75	49.48	\$7,233	\$89,472.21	\$357,888.84
	Totals:	38.69	79.72		\$175,992.05	\$703,968.20
	Comb PA/MA	11.34	25.04	\$12,319	\$77,116.94	\$308,467.76
	Comb COL/LOC	27.35	54.68	\$7,233	\$98,875.11	\$395,500.44
	Totals:	38.69	79.72		\$175,992.05	\$703,968.20
RICHMON	D DISTRICT TOTAL	.s				
	Principal Arterials	92.08	362.73	\$12,319	\$1,117,117.72	\$4,468,470.87
	Minor Arterials	160.95	442.94	\$12,319	\$1,364,144.47	\$5,456,577.86
	Collectors	122.41	259.37	\$7,233	\$489,005.80	\$1,876,023.21
	Locals	964.71	1894.05	\$7,233	\$3,424,915.91	\$13,699,663.65
	Totals:	1340.15	2959.09		\$6,375,183.90	\$25,500,735.59
	Comb PA/MA	253.03	805.67	\$12,319	\$2,481,262.18	\$9,925,048.73
	Comb COL/LOC	1087.12	2153.42	\$7,233	\$3,893,921.72	\$15,575,686.86
	Totals:	1340.15	2959.09		\$6,375,183.90	\$25,500,735.59

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Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
SUFFOLK DI	STRICT			·		
Chesapeake						
Prio	ncipal Arterials	55.98	167.81	\$12,319	\$516,812.85	\$2,087,251.39
Min	or Arterials	87.22	256.74	\$12,319	\$790,695.02	\$3,162,780.06
Cot	lectors	107.72	228.93	\$7,233	\$413,962,67	\$1,655,850.69
Log	als	688.79	1392.13	\$7,233	\$2,517,319.07	\$10,069,276.29
To	tals:	939.71	2045.61		\$4,238,789.61	\$16,955,158.43
Cor	nb PA/MA	143.20	424.55	\$12,319	\$1,307,507.86	\$5,230,031.45
Cor	nb COL/LOC	796.51	1621.06	\$7,233	\$2,931,261.75	\$11,725,126.98
To	rtals:	939.71	2045.61		\$4,238,789.61	\$16,955,158.43
Chincoteague						
Prir	ncipal Anterlals	0.00	0.00	\$12,319	\$0.00	\$0.00
Min	or Arterials	4.30	8.60	\$12,319	\$26,485.85	\$105,943.40
Col	lectors	7.17	14.34	\$7,233	\$25,930.31	\$103,721.22
Loc	a 5	11.72	23.44	\$7,233	\$42,385.38	\$169,541.52
To	tals:	23.19	46.38		\$ 94,801.54	\$379,206.14
Cor	πb PA/MA	4.30	8.60	\$12,319	\$26;485.85	\$105,943.40
Cor	πb COL/LOC	18.89	37.78	\$7,233	\$68,315.69	\$273,262.74
To	tals:	23.19	46.38		\$94,801.54	\$379,206.14
Emporia						
Prir	cipal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
Min	or Arterials	7.36	19.04	\$12,319	\$58,638.44	\$234,553.76
Col	lectors	8.30	16.60	\$7,233	\$30,016.95	\$120,067.80
Loc	als	20.01	39.80	\$7,233	\$71,968.35	\$287,873.40
To	itais:	35.67	75.44		\$160,623.74	\$ 642,494.96
Car	nb PA/MA	7.36	19.04	\$12,319	\$58,638.44	\$234,553.76
Col	nb COL/LOC	28.31	56.40	\$7,233	\$101,985.30	\$407,941.20
	itals:	35. 6 7	75.44		\$160,623.74	\$642,494.98

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Munici	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
Franklin						
	Principal Arterials	3.05	10.83	\$12,319	\$33,353.69	\$133,414.77
	Minor Arterials	12.04	27.98	\$1 2,319	\$86,171.41	\$344,685.62
	Collectors	5.18	10.26	\$7,233	\$18,552.65	\$74,210.58
	Locals	28.96	57. 76	\$7,233	\$104,444.52	\$417,778.08
	Totals:	49.21	106.83		\$242,522.26	\$970,089.05
	Comb PA/MA	15.09	38.81	\$12,319	\$119,525.10	\$478,100.39
	Comb COL/LOC	34.12	68.02	\$7,233	\$122;997.17	\$491,988.66
	Totals:	49.21	106.83		\$242,522.26	\$970,089.05
Hampton						
	Principal Arterials	10.85	59.00	\$12,319	\$181,705.25	\$726,821.00
	Minor Arterials	63.84	236.94	\$12,319	\$729,715.97	\$2,918,863.86
	Collectors	32.82	82.33	\$7,233	\$148,873.22	\$595,492.89
	Locals	322.75	656.27	\$7,233	\$1,186,700.23	\$4,746,800.91
	Totals:	430.26	1034.54		\$2.246,994.67	\$ 8,98 7,978.66
	Comb PA/MA	74.69	295.94	\$12,319	\$911,421.22	\$3,645,684.86
	Comb COL/LOC	355.57	738.60	\$7,233	\$1,335,573.45	\$5,342,293.80
	Totals:	430.26	1034.54		\$2,246, 99 4.67	\$8,987,978.66
Newport N	lews					
	Principal Arterials	23.62	118.68	\$12,319	\$36 5, 5 04.73	\$1,462,018.92
	Minor Arterials	41.52	151.27	\$12,319	\$465,873.78	\$1,863,495.13
	Collectors	51.48	120.15	\$7,233	\$217,261.24	\$869,044.95
	Locats	373.17	758.94	\$ 7,233	\$1,372,353.26	\$5,489,413.02
	Totais:	489.77	1149,04		\$2,420,993.01	\$9,683,972.02
	Comb PA/MA	65.14	269.95	\$12,319	\$831,378.51	\$3,325,514.05
	Comb COL/LOC	424.63	879.09	\$7,233	\$1,589,614.49	\$6,358,457.97
	Totals:	489.77	1149.04		\$2,420,993.01	\$9,683,972.02

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Municipalit	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
Norfolk						
Р	rincipal Arterials	53.61	253.11	\$12,319	\$779,615.52	\$3,118,062.09
	linor Arterials	68,76	217.73	\$12,319	\$670,553.97	\$2,682,215.87
	ollectors	58.87	127.91	\$7,233	\$231,293.26	\$925,173.03
-	ocals	526,46	1043.35	\$7,233	\$1,886,637.64	\$7,546,550.55
_	Totals:	707.70	1642.10		\$3,568,000.39	\$14,272,001.54
C	omb PA/MA	122.37	470.84	\$12,319	\$1,450,069.49	\$5,800,277.96
	omb COL/LOC	585.33	1171.26	\$7,233	\$2,117,930.90	\$8,471,723.58
	Totals:	707.70	1642.10	·	\$3,568,000.39	\$14,272,001.54
Poquoson						
P	rincipal Arterials	0.00	0.00	\$12,31 9	\$0.00	\$0.00
	inor Arterials	5.01	12.00	\$12,319	\$36,957.00	\$147,828.00
	collectors	10.10	20.20	\$7,233	\$36,526.65	\$146,106.60
_	ocals	36.65	72.77	\$7,233	\$131,586.35	\$526,345.41
	Totals:	51,76	104.97		\$205,070.00	\$820,280.01
(Comb PA/MA	5,01	12.00	\$12,319	\$36,957.00	\$147,828.00
-	Comb COL/LOC	46.75	92.97	\$7,233	\$168,113.00	\$672,452.01
_	Totals:	51.7 6	104.97		\$205,070.00	\$820,280.01
Portsmouth						
	Principal Arterials	11.72	51.60	\$12,319	\$158,915.10	\$635,660.40
	Vinor Arterials	42.45	140.71	\$12,319	\$433,351.62	\$1,733,406.49
-	Collectors	35.22	74.85	\$7,233	\$135,347.51	\$541,390.05
	_ocals	306.07	606.29	\$7,233	\$1,096,323.89	\$4,385,295.57
•	Totals:	395.46	873.45		\$1,823,936.13	\$7,295,752.51
	Comb PA/MA	54.17	192.31	\$12,319	\$592,266.72	\$2,369,066.89
	Comb COL/LOC	341.29			\$1,231,671.41	\$4,926,685.62
,	Totals:	395.46			\$1,823,938.13	\$7, 29 5,752.51

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Municip	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
Smithfield						
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arterials	4.33	8.60	\$12,319	\$26,485.85	\$105,943.40
	Collectors	0.00	0.00	\$7,233	\$0.00	\$0.00
	Locals	34.78	69.71	\$7,233	\$126,053.11	\$504,212.43
	Totals:	39.11	78.31	4 -,,	\$152,538.96	\$610,155.83
	Comb PA/MA	4.33	8.60	\$1 2,319	\$26,485.85	\$105,943.40
	Comb COL/LOC	34.78	69.71	\$7,233	\$126,053.11	\$504,212.43
	Totals:	39.11	78.31	. ,	\$152,538.96	\$610,155.83
Suffolk						
	Principal Arterials	1.74	6.30	\$12,319	\$19,402.43	\$77,609.70
	Minor Arterials	5.36	12.59	\$12,319	\$3B,774.05	\$155,098.21
	Collectors	5.24	10.77	\$7,233	\$19,474.85	\$77,899.41
	Locals	24.23	47.99	\$7,233	\$86,777.92	\$347,111.67
	Totals:	36.57	77.65		\$164,429.25	\$657,716.99
	Comb PA/MA	7.10	16.89	\$12,319	\$58,176.48	\$232,705.91
	Comb COL/LOC	29.47	58.7 6	\$7,233	\$106,252.77	\$425,011.08
	Totals:	36.57	77.65		\$164,429.25	\$657,716.90
Virginia Be	sach					
	Principal Arterials	39.43	207.10	\$12,319	\$637,816.23	\$2,551,264.90
	Minor Arterials	153.61	512.13		\$1,577,232.37	\$6,308,929.47
	Collectors	150.85	337.39		\$610,085.47	\$2,440,341.87
	Locals	1047.98		\$7,233	\$3,807,469.28	\$15,229,877.13
	Totals:	1391.87	3162.23		\$6,632,603.34	\$26,530,413.37
	Comb PA/MA	193.04	719.23	\$12,319	\$2,215,048.59	\$8,860,194.37
	Comb COL/LOC	1198.83	2443.00	\$7,233	\$4,417,554.75	\$17,670,219.00
	Totats:	1391.87	3162.23	ŀ	\$6,632,603.34	\$28,530,413.37

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Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
Williamsburg						

Prìr	rcipal Arterials	3.76	12.96	\$12,319	\$39,913.56	\$159,654.24
Min	or Arterials	9.76	26.79	\$12,319	\$82,506.50	\$330,026.01
Col	lectors	4.78	10.48	\$7,233	\$18,914.30	\$75,657.18
Loc	:als	29.34	58.12	\$7,233	\$105,095.49	\$420,381.96
To	tals:	47.64	108.33		\$246,429.85	\$985,719.39
Cor	nb PA/MA	13.52	39.75	\$12,319	\$122,420.08	\$489,680.25
Cor	mb COL/LOC	34.12	68.58	\$7,233	\$124,009.79	\$496,039.14
To	otals:	47. 64	108.33		\$246,429.85	\$985,719.39
SUFFOLK DIST	RICT TOTALS					
Prin	cipal Arterials	203.76	887.39	\$12,31 9	\$2,732,939.35	\$10,931,757.41
Min	or Arterials	505.56	1631.12	\$12,319	\$5,023,441.82	\$20,093,767.28
Col	lectors	477.69	1054.19	\$7,233	\$1,906,239.07	\$7,624,956,27
Foc	als	3450.91	6932.18	\$7,233	\$12,535,114.49	\$50,140,457.94
To	itals:	4637.92	10504.88		\$22,197,734.73	\$88,790,938.90
Car	nb PA/MA	709.32	2518.51	\$12,319	\$7,758,381.17	\$31,025,524.69
Cor	nb COL/LOC	3928.60	7986.37	\$7,233	\$14,441,353.55	\$57,765,414.21
To	itals:	4637.92	10504.88		\$22,197,734.73	\$88,790,938.90

VDOT URBAN DIVISOIN

URBAN MUNICIPAL MILEAGE AND PAYMENTS BASED ON STATE FUNCTIONAL CLASSIFICATOIN

FY 00-01

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Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
FREDERICKS	BURG DISTF	RICT				
redericksburg						
Prin	cipal Arterials	6.48	25.80	\$12,319	\$79,457.55	\$317,830.2
	or Arterials	9.41	21.58	\$12,319	\$66,461.01	\$265,844.0
Col	ectors	12.00	23.31	\$7,233	\$42,150.31	\$168,601.2
Log	els	48.37	101.29	\$7,233	\$183,157.64	\$732,630.5
	tais:	76.26	171.98		\$371,226.51	\$1,484,906.0
Cor	nb PA/MA	15.89	47.38	\$12,319	\$145,918.56	\$583,674.2
	nb COL/LOC	60.37	124.60	\$7,233	\$225,307.95	\$901,231.8
	tals:	76.26	171.98		\$371,226 .51	\$1,484,906.0
RED'BURG D	STRICT TOTA	ALS				
Pdr	ncipal Arterials	6.4B	25.80	\$12,319	\$79,457.55	\$317,830.2
	or Arterials	9,41	21.58	\$12,319	\$66,461.01	\$265,844.0
Co	lectors	12.00	23.31	\$7,233	\$42,150.31	\$168, 6 01.2
	als	48.37	101.29	\$7,233	\$183,157.64	\$732,63 0.4
	ntals:	76.26	171.98		\$371,226.51	\$1,484,906.9
Co	mb PA/MA	15.89	47.38	\$12,319	\$145,918.56	\$583,674.3
	mb COL/LOC	60.37	124.60	\$7,233	\$225,307.95	\$901,231.
	otals:	76.26	171.98		\$371,226.51	\$1,484,906.

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Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
CULPEPER	DISTRICT					
Charlottesville						
Pri	incipal Arterials	14.66	43.92	\$12,319	\$135,262.62	\$541,050.48
Mi	nor Arteriats	12.45	29.44	\$12,319	\$90,667.84	\$362,671.36
Co	dectors	14.92	29.62	\$7,233	\$53,560.37	\$214,241.46
Lo	çals	92.85	182.19	\$7,233	\$329,445.07	\$1,317,780.27
T	otals:	134.88	285.17		\$608,935.89	\$2,435,743.57
	mb PAMA	27.11	73.36	\$12,319	\$225,930.46	\$903,721.84
Co	mb COL/LOC	107.77	211.81	\$7,238	\$383,005.43	\$1,532,021.73
т	otals:	134.88	28 5. 17	1	\$608,935.89	\$2,435,743.57
Culpeper				•		
Рп	ncipal Arteriuls	4.64	10.21	\$12,319	\$31,444.25	\$125,776,99
	nor Arterials	6.32	15.38	\$12,319	\$47,366.56	\$189,466.22
Co	llectors	2.98	5.88	\$7,233	\$10,632.51	\$42,530.04
Lo	cals	30.46	61.21	\$7,233	\$110,682.98	\$442,731.93
Т	otals:	44.40	92.68		\$200,126.30	\$800,505.18
Co	mb PA/MA	10.96	25.59	\$12,319	\$78,810.80	\$315,243.21
Co	mb COL/LOC	33.44	67.09	\$7,233	\$121,315.49	\$485,261.97
T-	otais:	44.40	92.68		\$200,126.30	\$800,505.18
Orange						
Pri	ncipal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	nor Arterials	10.36	23.89	\$12,319	\$73,575.23	\$294,300.91
	llectors	0.00	0.00	\$7,233	\$0.00	\$0.00
	¢als	16.59	32.98	\$7,233	\$59,599.92	\$238,399.68
T	otals:	26.95	56.85		\$133,175.15	\$532,700.59
Co	mb PA/MA	10.36	23.89	\$12,319	\$73,575.23	\$294,300.91
Co	mb COL/LOC	16.59	32.96	\$7,233	\$59,599.92	\$238,399.68
T	otals:	26.95	56.85		\$133,175.15	\$532,700.59

Warrenton

FY 00-01_

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DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
Municipality	2.11	8.36	\$12,319	\$25,746.71	\$102,986.84
Principal Arterials		23,34	\$12,319	\$71,881.37	\$287,525.46
Minor Arterials	9.13	2.08	\$7,233	\$3,761.16	\$15,044.64
Collectors	1.04			\$75,512.52	\$302,050.08
Locals	21.07	41.76	\$7,233		\$707,607.02
Totals:	33.35	75.54		\$176,901.76	\$101,001.02
Comb PA/MA	11,24	31.70	\$12,319	\$97,628.08	\$390,512.30
Comb COL/LOC	22.11	43.84	\$7,233	\$79,273.68	\$317,094,72
Totals:	33.35	75.54	4.1	\$176,901.76	\$707,607.02
CULPEPER DISTRICT TOTAL	LS.				
Principal Arterials	21.41	62.49	\$12,319	\$192,453.58	\$769,814.31
Minor Arterials	38.26	92.05	\$12,319	\$283,490.99	\$1,133,963.95
Collectors	18.94	37.58	\$7,233	\$67,954.04	\$271,B16.14
Locals	160.97	318.12	\$7,233	\$575,240.49	\$2,300,961.96
Totals:	239.58	510.24	•	\$1,119,139.09	\$4,476,556.36
i oinio.					
Comb PA/MA	59.67	154.54	\$12,319	\$475,944.57	\$1,903,778.26
Comb COL/LOC	179.91	355.70		\$643,194.53	\$2,572,778.10
Totals:	239.5B	510.24		\$1,119,139.09	\$4,476,556.36

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Municipality	DISTRICT	CENTERLINE MILEAGE	LANE <u>M</u> ILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
STAUNTON	DISTRICT					
Bridgewater						
	icipal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	or Arterials	5.61	12.60	\$12,319	\$38,804.85	\$155,219.40
Çoli	lectors	0.00	D.00	\$7,233	\$0.00	\$0.00
Loc	als	17.26	34.27	\$7,233	\$61,968.73	\$247,874.9
To	tals:	22.87	46.87		\$100,773.58	\$403,094.3
Cor	nb PA/MA	5.61	12.60	\$12,319	\$38,804.85	\$155,219.40
Cor	nb COL/LOC	17. 26	34.27	\$7,233	\$61,968.73	\$247,874,91
Τ¢	tals:	22.87	46.87		\$100,773.58	\$403,094.31
Виела Vista						
	cipal Arterials	5.35	12.12	\$12,319	\$37,326.57	\$149,306.28
Min	or Arterials	2.00	4.00	\$12,319	\$12,319.00	\$49,278.00
Coll	lectors	7.09	14.18	\$7,233	\$25,640.99	\$102,563.94
Lac		29.67	59.34	\$7,233	\$107,301.56	\$429,206.22
Ťo	tals:	44.11	89.64		\$182,588.11	\$730,352.44
	nb PA/MA	7.35	16.12	\$12,319	\$49,645.57	\$198,5B2.28
Con	nb COL/LOC	36.76	73.52	\$7,233	\$132,942.54	\$531,770.16
То	tals:	44.11	89.64		\$182,588.11	\$730,352.44
lifton Forge						
	cipal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	or Arterials	6.84	12.66	\$12,319	\$38,989.64	\$155,958.54
	ectors	0.00	0.00	\$7,233	\$0.00	\$0.00
Loc		14,14	27.44	\$7,233	\$49,618.38	\$198,473.52
To	tals:	20.98	40.10		\$88,608.02	\$354,432.06
	nb PA/MA	6.84	12.66	\$12,319	\$38,989.64	\$155,958.54
	UP CONTOC	14.14	27.44	\$7,233	\$49,618.38	\$198,473.52
То	tals:	20.98	40.10		588,608.02	\$354,432.06

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Municipa	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
Covington						
					*** *** **	8400 004 00
	Principal Arterials	3.04	8.28	\$12,319	\$25,500.33	\$102,001,32
	Minor Arterials	2.23	4.46	\$12,319	\$13,735.69	\$54,942.74
	Collectors	3,97	7.94	\$7,233 \$7,233	\$14,357.51	\$57,430.02
	Locals	28.63	55.89	\$7,233	\$101,063.09	\$404,252,37
	Totals:	37.87	76 .57		\$154,656.61	\$618,626.45
	Comb PA/MA	5.27	12.74	\$12,319	\$39,236.02	\$156,944.06
	Comb COL/LOC	32.60	63.63	\$7,233	\$115,420.60	\$461,682.39
	Totals:	37.87	76.57		\$154,656.61	\$618,626.45
Elkton						
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arterials	0.98	1.96	\$12,319	\$6,036.31	\$24,145.24
	Collectors	0.00	0.00	\$7,233	\$0.00	\$0.00
	Locals	11.87	23,56	\$7,233	\$42,602.37	\$170,409.48
	Totals:	12.85	25,52		\$48,638.68	\$194,554.72
	Comb PA/MA	0.98	1.96	\$12,319	\$6,036.31	\$24,145.24
	Comb COL/LOC	11.87	23.56	\$7,233	\$42,802.37	\$170,409.48
	Totals:	12.85	25.52	- ,	\$48,638.68	\$194,554.72
Front Royal	I					
	Principal Arterials	4.90	15.93	\$12,319	\$49,060.42	\$196,241.67
	Minor Arterials	4.50	9.00	\$12,319	\$27,717.75	\$110,871.00
	Collectors	6.62	13.24	\$7,233	\$23,941.23	\$95,764.92
	Locals	49.55	98.83	\$7,233	\$178,709.35	\$714,837,39
	Totals:	65.57	137.00		\$279,428.75	\$1,117,714.98
	Comb PA/MA	9,40	24.93	\$12,319	\$76,778.17	\$307,112.67
	Comb COL/LOC	56.17	112.07	\$7,233	\$202,650.58	\$810,602.31
	Totals:	65.57	137.00		\$279,428.75	\$1,117,714.98

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Municipal	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
Grottoes				'		
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
h	vlinor Arterials	1.76	3.52	\$12,319	\$10,840.72	\$43,362.88
	Collectors	0.25	0.50	\$7,233	\$904.13	\$3,616.50
L	.ocals	17.54	34.50	\$7,233	\$62,384.63	\$249,538.50
	Totals:	19.55	38.52		\$74,129.47	\$296,517.88
C	Comb PA/MA	1.76	3.52	\$12,319	\$10,840.72	\$43,362.88
C	Comb COL/LCC	17.79	35.00	\$7,233	\$63,288.75	\$253,155.00
	Totals:	19.55	38.52	1	\$74,129.47	\$296,517.88
Harrisonburg						
F	Principal Arterials	10.05	39.80	\$12,319	\$122,574.05	\$490,296.20
h	Ainor Arterials	15.13	41.09	\$12,319	\$126,546.93	\$506,187.71
	Collectors	29.11	61.78	\$7,233	\$111,713.69	\$446,854.74
L	.ocais	78.33	158. 91	\$7,233	\$287,349.01	\$1,149,396.03
	Totals:	132.62	301.58		\$648,183.67	\$2,592,734.68
	Comb PA/MA	25.18	80.89	\$12,319	\$249,120.98	\$996,483.91
C	Comb COL/LOC	107.44	220.69	\$7,233	\$399,062.69	\$1,596,250.77
	Totals:	132.62	301.58		\$648,183.67	\$2,592,734.68
Lexington						
F	rincipal Arterials	4.89	10.64	\$12,319	\$32,768.54	\$131,074.16
, ,	/inor Arterials	1.04	2.08	\$12,319	\$6,405.88	\$25,623.52
	Collectors	4.83	9.66	\$7,233	\$17,467.70	\$69,870.78
	ocals.	14.11	27,92	\$7,233	\$50,486.34	\$201,945.36
	Totals:	24.87	50.30		\$107,128.46	\$428,513.82
c	Comb PA/MA	5.93	12.72	\$12,319	\$39,174.42	\$156,697.68
C	Comb COL/LOC	18.94	37.58	\$7,233	\$67,954.04	\$271,816.14
	Totals:	24.87	50.30		\$107,128.46	\$428,513.82

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<u>Mun</u> icip	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
Luray						
	Principal Arterials	0.35	1.40	\$12,319	\$4,311.65	\$17,248.60
	Minor Arterials	8.13	18.26	\$12,319	\$56,235.24	\$224,944.94
	Collectors	2.72	5.26	\$7,233	\$9,511.40	\$38,045.58
	Locals	21.57	42.91	\$7,233	\$77 ,592.01	\$310,358.03
	Totals:	32.77	67.83		\$147,651.29	\$5 90, 6 05.15
	Comb PA/MA	8.48	19.66	\$12,319	\$60,547.89	\$242,191.54
	Comb COL/LOC	24.29	48.17	\$7,233	\$87,103.40	\$348,413.61
	Totals:	32.77	67.83		\$147,651.29	\$590,605.15
Staunton						
	Principal Arterials	6.09	15.95	\$12,319	\$49,122.01	\$196,488.05
	Minor Arterials	18.46	48,99	\$12,319	\$150,876.95	\$603,507.81
	Collectors	17.9 6	36.12	\$7,233	\$65,313,99	\$261,255.96
	Locals	84.09	167.60	\$7,233	\$303,062.70	\$1,212,250.80
	Totals:	126,60	268.66	1	\$568,375.66	\$2,273,502.62
	Comb PA/MA	24.55	64.94	\$12,319	\$199,998.97	\$799,995.86
	Comb COL/LOC	102.05	203.72	\$7,233	\$368,376.69	\$1,473,506.76
	Totals:	126.60	26B.68		\$588,375.66	\$2,273,502.62
Strasburg						
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arterlals	3.36	6.72	\$12,319	\$20,695.92	\$82,783.68
	Collectors	1.83	3.66	\$7,233	\$6,618.20	\$26,472.78
	Locals	10.05	18.91	\$7,233	\$34,194.01	\$136,776.03
	Totals:	15.24	29.29		\$ 61,508.12	\$246,032.49
	Comb PA/MA	3.36	6.72	\$12,319	\$20,695.92	\$82,783.68
	Comb COL/LOC	11.88	22.67	\$7,233	\$40,812.20	\$163,248.81
	Totals:	15.24	29.29		\$61,50B.12	\$246,032.49

<u> </u>		F : 50-0	<u> </u>	- .	
DISTRICT Municipality	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
Waynesboro	<u>-</u>			***************************************	1717771271
-					
Principal Arteria	als 8.47	28.95	\$12,319	\$89,158.76	\$356,635.05
Minor Arterials	10.03	24.50	\$12,319	\$75,453.8B	\$301,815.50
Collectors	18.12	36.87	\$7,233	\$66,670.18	\$266,680.71
Locals	71.73	143.19	\$7,233	\$258,923.32	\$1,035,693.27
Totals:	108.35	233.51		\$490,206.13	\$1,960,824.53
Comb PA/MA	18.50	53.45	\$12,319	\$164 ,612.64	\$658,450.65
Comb COL/LO	C 89.85	180.08	\$7,233	\$325,593.50	\$1,302,373.98
Totals:	108.35	233.51	*.,	\$490,206.13	\$1,960,824.53
Winchester					
Principal Arteria	als 3.94	12.33	\$12,319	\$37,973.32	\$151,893.27
Minor Arterials	11.27	27.35	\$12,319	\$84,231.16	\$336,924.65
Collectors	10.83	24.38	\$7,233	\$44,085.14	\$176,340.54
Locals	64.85	128.65	\$7,233	\$232,631.36	\$930,525.45
Totals:	90.89	192.71		\$398,920.98	\$1,595,683.91
Comb PA/MA	15.21	39.68	\$12,319	\$122,204.48	\$488,817.92
Comb COL/LO	C 75.68	153.03	\$7,233	\$276,716.50	\$1,106,865.99
Totals:	90.89	192.71		\$398,920.98	\$1,595,683.91
Woodstock					
Principal Arteria	0.00 els	0.00	\$12,319	\$0.00	\$0.00
Minor Arterials	3.94	7.88	\$12,319	\$24,268.43	\$97,073.72
Collectors	3.25	6.50	\$7,233	\$11,753.63	\$47,014.50
Locals	16.53	32.97	\$7,233	\$59,618.00	\$238,472.01
Totals:	23.72	47.35	1	\$95,640.06	\$382,560.23
Comb PA/MA	3.94	7.88	\$12,319	\$24,268.43	\$97,073.72
Comb COL/LO		39.47	\$7,233	\$71,371.63	\$285,486.51
Totals:	23.72	47.35		\$95,640.06	\$382,560.23

SEPTEMBER 8, 2000

VDOT S URBAN DIVISOIN URBAN MUNICIPAL MILEAGE AND PAYMENTS BASED ON STATE FUNCTIONAL CLASSIFICATION FY 00-01

DISTRICT Municipality	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER LIM	QUARTERLY PAYMENT	ANNUAL PAYMENT
STAUNTON DISTRICT TOTAL	LS				
Principal Arterials	47.08	145.40	\$12,319	\$447,795.65	\$1,791,182.60
Minor Arterials	95.28	225.07	\$12,319	\$693,159.33	\$2,772,637.33
Collectors	106.58	220.09	\$7,233	\$397,977,74	\$1,591,910.97
Locals	529.92	1054.89	\$7,233	\$1,907,504,84	\$7,630,019.37
Totals:	778.86	1645.45	·	\$3,446,437.57	\$13,785,750.27
Comb PA/MA	142.36	370.47	\$12,319	\$1,140,954,98	\$4,563,819.93
Comb COL/LOC	636.50	1274.98	\$7,233	\$2,305,482.59	\$9,221,930.34
Totals:	778.86	1645.45	·	\$3,446,437.57	\$13,785,750.27

VDOT S URBAN DIVISOIN URBAN MUNICIPAL MILEAGE AND PAYMENTS BASED ON STATE FUNCTIONAL CLASSIFICATION FY 00-01

	· <u>·</u> ··		FT UO-U	•		
Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMEN
NORTHERN	VIRGINIA DIS	TRICT				
exandria						
Prin	cipal Arterials	18.22	76.44	\$12,319	\$235,416.09	\$941,664.3
Min	or Arterials	35.12	113.99	\$12,319	\$351,060.70	\$1,404,242.8
Cof	ectors	11.70	23.65	\$7,233	\$43,126.76	\$172,507.0
Loc	els	143.25	291.83	\$7,233	\$527,701.60	\$2,110,806.3
То	tals:	208.29	506.11	•- -	\$1,157,305.15	\$4,629,220.6
Cor	nb PA/MA	53.34	190.43	\$12,319	\$586,476.79	\$2,345,907.
Con	nb COL/LOC	154.95	315.68	\$7,233	\$570,828.36	\$2,283,313.4
To	tals:	208.29	506.11		\$1,157,305.15	\$4,629,220.6
ımfries						
Prin	cipal Arierials	0.00	0.00	\$12,319	\$0.00	\$0.0
Min	or Arterials	2.20	5.20	\$12,319	\$16,014.70	\$64,058.6
	ectors	0.00	0.00	\$7,233	\$0.00	\$0.0
Loc	ais	7.53	15.22	\$7,233	\$27,521.57	\$110,086.2
То	tals:	9.73	20.42		\$43,536.27	\$174,145.0
	nb PA/MA	2.20	5.20	\$12,319	\$16,014.70	\$64,058.6
Con	UP COLIFOC	7.53	15.22	\$7,233	\$27,521.57	\$110,086.2
То	tals:	9.73	20.42		\$43,536.27	\$174,145.0
irfax						
	cipal Arterials	9.41	40.49	\$12,319	\$124,699.08	\$498,796.3
	or Arterials	6.17	17.75	\$12,319	\$54,665.56	\$218,662.2
	ectors	1.88	4.89	\$7,233	\$8,842.34	\$35,369.3
Loca		52.52	105.80	\$7,233	\$191,312.85	\$765,251.4
То	tals:	69.96	168.93		\$379,519.83	\$1,518,079.3
	nb PA/MA	15.58	58.24	\$12,319	\$179,364.64	\$717,458.5
	D COLLOC	54.38	110.69	\$7,233	\$200,155.19	\$800,620.7
To	tals:	69.96	168.93		\$379,519.83	\$1,518,079.3

VDOT S URBAN DIVISOIN URBAN MUNICIPAL MILEAGE AND PAYMENITS BASED ON STATE FUNCTIONAL CLASSIFICATION FY 00-01

			FT 50-0	<u> </u>		
Municipal	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
Falla Church						
i	Principal Arterials	3.77	14.02	\$12,319	\$43,178.10	\$172,712.38
	Minor Arterials	3.47	8.05	\$12,319	\$24,791.99	\$99,167.95
	Collectors	3.37	6.86	\$7,233	\$12,404.60	\$49,618.38
ı	Locals	21.18	43.10	\$7,233	\$77,935.58	\$311,742.30
	Totals:	31.79	72.03		\$158,310.25	\$633,241.01
	Comb PA/MA	7.24	22.07	\$12,319	\$67,970.08	\$271,860.33
(Comb COL/LOC	24.55	49.96	\$7,233	\$90,340.17	\$361,360,68
	Totals:	31.79	72.03		\$158,310.25	\$633,241.01
Hemdon						
	Principal Arterials	0.00	0.00	\$12,319	\$0.00	\$0.00
	Minor Arterials	7.52	29.91	\$12,319	\$92,115.32	\$368,461.29
_	Callectors	5.62	17.92	\$7,233	\$32,403.84	\$129,615.36
ι	.ocals	37.00	76.12	\$7,233	\$137,643.99	\$550,575.96
	Totals:	50.14	123.95		\$262,163.15	\$1,048,652.61
_	Comb PA/MA	7.52	29.91	\$12,319	\$92,115.32	\$368,461.29
C	Comb COL/LQC	42.62	94.04	\$7,233	\$170,047.83	\$680,191.32
	Totals:	50.14	123.95		\$262,163.15	\$1,048,652.61
Leesburg						
F	Principal Arterials	3.31	11.67	\$12,319	\$35,940.6B	\$143,762.73
	Ainor Arterials	7.23	19.80	\$12,319	\$60,979.05	\$243,916.20
	Collectors	12.90	29.86	\$7,233	\$53,994.35	\$215,977.38
	ocals	51.43	106.85	\$7,233	\$193,211.51	\$772,846.05
	Totals:	74.87	168.18		\$344,125.59	\$1,376,502.36
	Comb PA/MA	10.54	31.47	\$12,319	\$96,919.73	\$387,678.93
	Comb COL/LOC	64.33	136.71	\$7,233	\$247,205.86	\$988,823.43
	Totals:	74.87	168.18		\$344,125.59	\$1,376,502.36

VDOT S URBAN DIVISOIN URBAN MUNICIPAL MILEAGE AND PAYMENTS BASED ON STATE FUNCTIONAL CLASSIFICATOIN FY 00-01

•			1 1 00-0	<u> </u>		
Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER L/M	QUARTERLY PAYMENT	ANNUAL PAYMENT
Manassas						
Mariassas						
Pr	incipal Arterials	7.79	27.63	\$12,319	\$85,093.49	\$340,373.97
	nor Arterials	17.39	60.78	\$12,319	\$187,187.21	\$748,748.82
Co	dectors	6.93	15.14	\$7,233	\$27,376.91	\$109,507.62
Lo	cals	65.10	134.05	\$7,233	\$242,395.91	\$969,583,65
т	otals:	97.21	237.60	****	\$542,053.52	\$2,188,214.06
Co	mb PA/MA	25.18	88.41	\$12,319	\$272,280.70	\$1,089,122.79
Co	mb COL/LOC	72.03	149.19	\$7,233	\$2 69 ,772.82	\$1,079,091.27
Ť	otals:	97.21	237.60		\$542,063.52	\$2,168,214.06
Manassas Parl	ς .					
	incipal Arterials	0.31	1.24	\$12,319	\$3,818.89	\$15,275.56
Mi	nor Arterials	3.41	9.82	\$12,319	\$30,243.15	\$120,972.58
Co	llectors	1.43	2.86	\$7,233	\$5,171. 6 0	\$20,686.38
Lo	cals	18.30	38.48	\$7,233	\$69,581,46	\$278,325.84
Т	otais:	23.45	52.40		\$108,815.09	\$435,280.38
Co	mb PA/MA	3.72	11.06	\$12,319	\$34,062.04	\$138,248.14
Co	mb COL/LOC	19.73	41.34	\$7,233	\$74,753.06	\$299,012.22
T	otals:	23.45	52.40	'	\$108,815.09	\$435,260.36
Vienna						
Pri	incipal Arterials	2.09	8.36	\$12,319	\$25,746.71	\$102,986.B4
Mir	nor Arterials	7.17	16.43	\$12,319	\$50,600.29	\$202,401.17
Co	llectors	5.63	11.26	\$7,233	\$20,360.90	\$81,443.56
Lo	cals	45.32	90.52	\$7,233	\$163,682.79	\$654,731.16
Т	otals:	60.21	126.57		\$260,390.69	\$1,041,562.75
Co	mb PA/MA	9.26	24.79	\$12,319	\$76,347.00	\$305,388.01
Co	mb COL/LOC	50.95	101.78	\$7,233	\$184,043.69	\$738,174.74
Т	otals:	60.21	126.57		\$260,390.69	\$1,041,562.75

SEPTEMBER 6, 2000

VDOT URBAN DIVISOIN

URBAN MUNICIPAL MILEAGE AND PAYMENTS BASED ON STATE FUNCTIONAL CLASSIFICATION FY 00-01

Municipality	DISTRICT	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMENT
NOVA DISTRIC	T TOTALS					
Prir	ncipal Arterials	44.90	179.85	\$12,319	\$553,893.04	\$2,215,572.15
Min	or Arterials	89.68	281.73	\$12,319	\$867,657.97	\$3,470,631.87
Cal	lectors	49.44	112.64	\$7,233	\$203,681,28	\$814,725.12
Log	als	441.63	901.97	\$7,233	\$1,630,987.25	\$6,523,949.01
To	itals:	625.65	1476.19	, , ,	\$3,256,219.54	\$13,024,878.15
Cor	mb PA/MA	134.58	461.58	\$12,319	\$1,421,551,01	\$5,686,204.02
Cor	nb COL/LOC	491.07	1014.61	\$7,233	\$1,834,668.53	\$7,338,674.13
To	itals:	625.65	1476.19		\$3,256,219.54	\$13,024,878.15

SEPTEMBER 8, 2000

VDOT S URBAN DIVISOIN URBAN MUNICIPAL MILEAGE AND PAYMENTS BASED ON STATE FUNCTIONAL CLASSIFICATION

FY 00-01

			*		
DISTRICT Municipality	CENTERLINE MILEAGE	LANE MILEAGE	RATE PER	QUARTERLY PAYMENT	ANNUAL PAYMEN
ATCAUDE TOTAL DV ELING	WOLAGO			<u>-</u>	
ATEWIDE TOTAL BY FUNC	//CLASS				
Principal Arterials	588.57	2225.98	\$12,319	\$6,855,461.91	\$27,421,847.6
Minor Arterials	1223.16	3507.58	\$12,319	\$10,802,469.51	\$43,209,878.0
Collectors	1005.21	2152.58	\$7,233	\$3,892,402.79	
Locals	7406.84	14817.52	\$7,233	\$26,793,780.54	
Totals:	10223.78	22703.66		\$48,344,114.74	
Comb PA/MA	1811.73	5733.56	\$12,319	\$17,657,931.41	\$70,631,725.6
Comb COL/LOC	8412.05	16970.10	\$7,233	\$30,686,183.33	\$122,744,733.3
Totals:	10223.78	22703.66		*	\$193,376,458.9
				_	
CHESAPEAKE BAY BRIDG	E TUNNEL	74.40	\$12,319	\$229,133.40	\$916,533.6



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

SHIRLEY J. YBARRA CHARMAN

Agenda Hem # 13A

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Martin Seconded By: Ms. Welsh Action: Motion Carried

Title: Land Conveyance, Routs 17, City of Portamouth

WHEREAS, in connection with Route 17, State Highway Project 2064-09, the Commonwealth acquired certain land from the County School Board of Norfolk County by deed dated January 10, 1956, recorded in Deed Book 1243, Page 77, in the Office of the Clerk of the Circuit of the City of Portsmouth (formerly Norfolk County); and

WHEREAS, the Commonwealth Transportation Commissioner has certified in writing that a portion of the land containing 4,700 square feet, more or less, and lying north of and adjacent to the north right of way line of Route 17, from a point approximately 74 feet opposite approximate Station 64+80 (Route 17 centerline, Project U000-124-V05, RW-201) to a point approximately 50 feet opposite approximate Station 37+80 (Churchland Boulevard centerline, Project U000-124-V05, RW-201), was acquired incidental to the construction, reconstruction, alteration, maintenance and repair of Route 17 and does not constitute a section of the public road and is deemed by him no longer necessary for the uses of the State Highway System; and

WHEREAS, the adjacent landowner has requested that the surplus land be conveyed.

NOW, THEREFORE, BE IT RESOLVED, THAT in accordance with the provisions of Section 33.1-149 of the Code of Virginia (1950), as amended, the conveyance of the said land, so certified, is approved and the Commonwealth Transportation Commissioner is hereby authorized to execute, in the name of the Commonwealth, a deed, without warranty, conveying the land for a consideration satisfactory to the Director of Right of Way and Utilities, subject to such restrictions as may be deemed appropriate.

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WE KEEP VIRGUMA MOVING



COMMONWEALTH TRANSPORTATION SOARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

BHIRLEY J. YBARRA CHAIRMAN

Agenda itam # 13 B

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Martia Seconded By: Ms. Welsh Action: Motion Carried

Title: Land Conveyance, Route 19, Russell County

WHEREAS, in connection with Route 19, State Highway Project 6019-083-106, RW-201, the Commonwealth acquired certain land from W. C. Elliott and Estella G. Elliott by instrument dated January 14, 1977, recorded in Deed Book 267, Page 388, in the Office of the Clerk of the Circuit Court of Russell County; and

WHEREAS, the Commonwealth Transportation Commissioner has certified in writing that a portion of the land containing 0.65 acre, more or less, and lying north of and adjacent to the north right of way line of Route 19, from a point approximately 80 feet opposite approximate Station 402+40 (SBL centerline) to a point approximately 78 feet opposite approximate Station 407+90 (SBL centerline), was acquired incidental to the construction, reconstruction, alteration, maintenance and repair of Route 19 and does not constitute a section of the public road and is deemed by him no longer necessary for the uses of the State Highway System; and

WHEREAS, the adjacent landowners have requested that the surplus land be conveyed.

NOW, THEREFORE, BE IT RESOLVED, THAT in accordance with the provisions of Section 33.1-149 of the Code of Virginia (1950), as amended, the conveyance of the said land, so certified, is approved and the Commonwealth Transportation Commissioner is hereby authorized to execute, in the name of the Commonwealth, deeds, without warranty, conveying the land for considerations satisfactory to the Director of Right of Way and Utilities, subject to such restrictions as may be deemed appropriate.

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COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 29219-1839

SHIRLEY J. YBARRA CHAIRMAN

Agenda irun # 13 C

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Martin Seconded By: Ms. Welsh Action; Motion Carried

Title: Land Conveyance, Route 19, Tazewell County

WHEREAS, in connection with Route 19, State Highway Project 3192-02, the Commonwealth acquired certain land from Dewey W. Short, et al, by final order dated July 9, 1956, recorded in Deed Book 209, Page 565, in the Office of the Clerk of the Circuit Court of Tazewell County; and

WHEREAS, in accordance with Section 33.1-148 of the Code of Virginia (1950), as amended, the Commonwealth Transportation Board at its meeting held July 20, 2000, abandoned a section of old Route 19; and

WHEREAS, the Commonwealth Transportation Commissioner has certified in writing that a portion of the land containing 0.16 acre, more or less, and lying north of and adjacent to the north right of way line of Route 19, from a point approximately 65 feet opposite approximate Station 852+10 (Route 19 centerline) to a point approximately 90 feet opposite approximate Station 853+45 (Route 19 centerline) does not constitute a section of the public road and is deemed by him no longer necessary for the uses of the State Highway System; and

WHEREAS, the adjacent landowner has requested that the surplus land be conveyed.

NOW, THEREFORE, BE IT RESOLVED, THAT in accordance with the provisions of Section 33.1-149 of the Code of Virginia (1950), as amended, the conveyance of the said land, so certified, is approved and the Commonwealth Transportation Commissioner is hereby authorized to execute, in the name of the Commonwealth, a deed, without warranty, conveying the land for a consideration satisfactory to the Director of Right of Way and Utilities, subject to such restrictions as may be deemed appropriate.

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COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

BHIRLEY J. YBARRA CHAIRMAN

Azenda item# 13 D

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Martin Seconded By: Ms. Welsh Action: Motion Carried

Title: Land Conveyance, Route 23, Wise County

WHERBAS, in connection with Route 23, State Highway Project 354, the Commonwealth acquired certain land from S. S. Robinett and Addie Robinett by deed dated November 17, 1924, recorded in Deed Book 174, Page 562, and in connection with State Highway Project 6023-097-113, RW-201, the Commonwealth acquired certain land from Morgan Legg and Lillian Legg by deed dated March 9, 1972, recorded in Deed Book 442, Page 175. These deeds are recorded in the Office of the Clerk of the Circuit Court of Wise County; and

WHEREAS, in accordance with Section 33.1-148 of the Code of Virginia (1950), as amended, the Commonwealth Transportation Board at its meeting held February 17, 2000, abandoned a section of old Route 23; and

WHEREAS, the Commonwealth Transportation Commissioner has certified in writing that a portion of the lands containing 0.45 acre, more or less, and lying south of and adjacent to the south right of way line of Route 23, from a point approximately 60 feet opposite approximate Station 480+70 (northbound lane centerline) to a point approximately 60 feet opposite approximate Station 483+80 (northbound lane centerline) does not constitute a section of the public road and is deemed by him no longer necessary for the uses of the State Highway System; and

WHEREAS, the adjacent landowner has requested that the surplus lands be conveyed.

Resolution of the Board Conveyance – Rte 23- Wise County – Robinett September 21, 2000 Page Two

NOW, THEREFORE, BE IT RESOLVED, THAT in accordance with the provisions of Section 33.1-149 of the Code of Virginia (1950), as amended, the conveyance of the said lands, so certified, is approved and the Commonwealth Transportation Commissioner is hereby authorized to execute, in the name of the Commonwealth, a deed, without warranty, conveying the lands for a consideration satisfactory to the Director of Right of Way and Utilities, subject to such restrictions as may be deemed appropriate.



COMMONWEALTH TRANSPORTATION SOARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

SHIRLEY J. YBARRA CHARRAN

Agendo hem # 73 E

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Martin Seconded By: Ms. Welsh Action: Motion Carried

Title: Land Conveyance, Route 58, Grayson County

WHEREAS, in connection with Route 58, State Highway Project 0058-038-103, RW-201, the Commonwealth acquired certain land from W. G. Roberts, et al, by instrument dated September 30, 1969, recorded in Deed Book 144, Page 1, in the Office of the Clerk of the Circuit Court of Grayson County; and

WHEREAS, the Commonwealth Transportation Commissioner has certified in writing that a portion of the land containing 0.04 acre, more or less, and lying north of and adjacent to the north right of way line of Route 58, from a point approximately 60 feet opposite approximate Station 61+10 (office revised centerline) to a point approximately 70 feet opposite approximate Station 61+60 (office revised centerline), was acquired incidental to the construction, reconstruction, alteration, maintenance and repair of Route 58 and does not constitute a section of the public road and is deemed by him no longer necessary for the uses of the State Highway System; and

WHEREAS, the adjacent landowner has requested that the surplus land be conveyed.

NOW, THEREFORE, BE IT RESOLVED, THAT in accordance with the provisions of Section 33.1-149 of the Code of Virginia (1950), as amended, the conveyance of the said land, so certified, is approved and the Commonwealth Transportation Commissioner is hereby authorized to execute, in the name of the Commonwealth, a deed, without warranty, conveying the land for a consideration satisfactory to the Director of Right of Way and Utilities, subject to such restrictions as may be deemed appropriate.

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COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1838

SHIRLEY J. YBARRA CHANDIAN

Agenda item # 13 F

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Martin Seconded By: Ms. Welsh Action: Motion Carried

Title: Land Conveyance, Routes 25/58, Lee County

WHEREAS, in connection with Route 58, State Highway Project 623-D, the Commonwealth acquired certain lands from American Association, Inc., et al, by deed dated January 24, 1936, recorded in Deed Book 97, Page 482, from Smith Ball and Mattie Lee Ball by deed dated May 15, 1926, recorded in Deed Book 92, Page 585, from Lincoln Memorial University by deed dated October 2, 1936, recorded in Deed Book 94, Page 71, from B. L. O'Dell and Della M. O'Dell by deed dated January 15, 1936, recorded in Deed Book 94, Page 295, and in connection with Route 25, State Highway Project 3052-01, the Commonwealth acquired certain land from Virginia Department of Conservation and Development by agreement dated February 10, 1953, recorded in Deed Book 144, Page 546. These instruments are recorded in the Office of the Clerk of the Circuit Court of Lee County, and

WHEREAS, the Commonwealth is also the apparent owner of a section of Route 25 in Lee County; and

WHEREAS, in accordance with Section 33.1-148 of the Code of Virginia (1950), as amended, the Commonwealth Transportation Board at its meeting held November 19, 1998, abandoned sections of Routes 25 and 58; and

WHEREAS, the Commonwealth Transportation Commissioner has certified in writing that a portion of the lands containing 13.85 acres, more or less, and comprising the old location of Route 58, located northwest of the new location, from old Route 25 to relocated Route 58 and the old location of Route 25, located north of the new location, from the Virginia/Kentucky Line to the Virginia/Tennessee Line do not constitute sections of the public road and are deemed by him no longer necessary for the uses of the State Highway System; and

Resolution of the Board Conveyance - Rte 25/58 - Lee County - American September 21, 2000 Page Two

WHEREAS, the National Park Service, Cumberland Gap National Historical Park, has requested that the surplus lands be conveyed in accordance with the Memorandum of Agreement dated January 2, 1992.

NOW, THEREFORE, BE IT RESOLVED, THAT in accordance with the provisions of Section 33.1-149 of the Code of Virginia (1950), as amended, the conveyance of the said lands, so certified, is approved and the Commonwealth Transportation Commissioner is hereby authorized to execute, in the name of the Commonwealth, a deed, without warranty, conveying the lands for a consideration satisfactory to the Director of Right of Way and Utilities, subject to such restrictions as may be deemed appropriate.



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1938

SHIRLEY J. YBARRA CHARMAN

Agendo item # 13 G

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Martin Seconded By: Ms. Welsh Action: Motion Passed

Title: Land Conveyance, Route 288, Chesterfield County

WHEREAS, in connection with Route 288, State Highway Project 0288-020-101, RW-202, the Commonwealth acquired certain land for a frontage road from Myrtle B. Ward by deed dated August 2, 1974, recorded in Deed Book 1127, Page 383, in the Office of the Clerk of the Circuit Court of Chesterfield County; and

WHEREAS, in accordance with Section 33.1-145 of the Code of Virginia (1950), as amended, the Commonwealth Transportation Board at its meeting held July 20, 2000, abandoned frontage road F-1025; and

WHEREAS, the Commonwealth Transportation Commissioner has certified in writing that a portion of the land containing 1.60 acres, more or less, and lying southeast of and adjacent to the southeast right of way line of Route 360, from a point approximately 100 feet opposite approximate Station 360+80 (Route 360 eastbound lane centerline) to a point approximately 50 feet opposite approximate Station 366+70 (Route 360 eastbound lane centerline) does not constitute a section of the public road and is deemed by him no longer necessary for the uses of the State Highway System; and

WHERBAS, the adjacent landowner has requested that the surplus land be conveyed.

NOW, THEREFORE, BE IT RESOLVED, THAT in accordance with the provisions of Section 33.1-149 of the Code of Virginia (1950), as amended, the conveyance of the said land, so certified, is approved and the Commonwealth Transportation Commissioner is hereby authorized to execute, in the name of the Commonwealth, a deed, without warranty, conveying the land for a consideration satisfactory to the Director of Right of Way and Utilities, subject to such restrictions as may be deemed appropriate.

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COMMONWEALTH TRANSPORTATION SOARD 1401 EAST SROAD STREET RICHMOND, 23219-1889

SHIRLEY J. YBARRA CHAIRMAN

Agarda ken # 15 H

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Martin Seconded By: Ms. Welsh Action: Motion Passed

Title: Land Conveyance, Fairfax County Parkway, Fairfax County

WHERBAS, in connection with the Fairfax County Parkway, State Highway Project R000-029-249, RW-206, the Commonwealth acquired certain lands from Heirs, Devisces, Assigns or Successors in Title of Charlie Bruce Wagstaff, decessed, by instrument dated February 7, 1989, recorded in Deed Book 7267, Page 823, from Ebrihim A. Babazadeh and Sarah J. Babazadeh by instrument dated July 5, 1991, recorded in Deed Book 7860, Page 747, and by deed dated June 15, 1993, recorded in Deed Book 8702, Page 1470, from Joseph V. Birch and Margaret Seamons Birch by deed dated February 7, 1991, recorded in Deed Book 8622, Page 1581, and from The Saar Foundation, Inc., a Virginia Corporation by deed dated June 1, 1995, recorded in Deed Book 9426, Page 185. These instruments are recorded in the Office of the Clerk of the Circuit Court of Fairfax County; and

WHEREAS, the Commonwealth Transportation Commissioner has certified in writing that a portion of the lands containing 58.4233 acres, more or less, and lying north of and adjacent to the north proposed right of way and limited access line of Pairfax County Parkway, from a point approximately 80 feet opposite approximate Station 886+04 (mainline construction centerline) to a point approximately 80 feet opposite approximate Station 926+25 (mainline construction centerline), was sequired incidental to the construction, reconstruction, alteration, maintenance and repair of Fairfax County Parkway and does not constitute a section of the public road and is deemed by him no longer necessary for the uses of the State Highway System.

Resolution of the Board Conveyance-Fairfax County Parkway-Wagstaff September 21, 2000 Page Two

NOW, THEREFORE, BE IT RESOLVED, THAT in as much as the land is suitable for independent development, it is proposed that the property be offered to a state agency, local government or other public authority or be advertised for public sale, reserving the right to reject any and all bids; and if the high bid received is not satisfactory to the Department, a sale will be negotiated with any person or persons willing to pay a satisfactory amount.

BE IT FURTHER RESOLVED, THAT in accordance with the provisions of Section 33.1-149 of the Code of Virginia (1950), as amended, the conveyance of the said lands, so certified, is approved and the Commonwealth Transportation Commissioner is hereby authorized to execute, in the name of the Commonwealth, a deed, without warranty, conveying the lands for a consideration satisfactory to the Director of Right of Way and Utilities, subject to such restrictions as may be deemed appropriate.

BID RESULTS AUGUST 22, 2000

Pig		\$289,513.45		
No. of Bids		•		
Contractor		ين ج		
8		DEANCO, INC.		
RECOMMENDATION	WTERSTATE	AWARD		
Location and Work Type		LOCATION: BRANGLETON AVE Bytekchange Location: Ballentine Blyte Bytekchange	CITY OF MORPH K	LANGA ANTAG
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Project No:		(PEC)ASS6-131-114, LAC4, LAC2 CONSTRUCTION FLNDS	14-24-4095	*****
Job Des.		<u>\$</u> -		

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AUGUST 22, 2000

No. of Bids Bid		1 \$542,476.11			4 58,342,757.26			04.527,b11.8		\$ 8594,644.07		
Contractor		HOWARD BROTHERS CONTRACTOR, INC.	PROVIDENCE FORGE, VA .		APAC-VROINIA, INC.	DANVILLE, VA		CLECO CORPORATION ROSEDALE, VA .		PAICONTACTORG, L.C.	LEBANDN, VA	
RECUMPLENDATION	PRIMARY	AWARD	-		AWARD	•		AWARD C		AWAND P	3	
Location and Work Type		ROM: 0 J9 KM W. WILLSUN RD	TO: GAI KM E. WILLDON JOD.	HEMRYCOCU TURN LANES, INCLUDES CHADDIC, DRADMGE ASHIALT PAYE, UTILITIES & SONALS	PIONE NOLDANVILLE	10: 45 KM N. DANWE & P.	PITTSYLVANIA CO. 43 KM GRACHNG, DRABMAGE, ASPHALT PAVE, UTELTHES & PICHDS.	LECATION NITE IN CVEN MATTAPONI RIVER	EBJO AND QUEEN CO. NECE MULINI, OVERLAY A ESPAN, JOHN BEHACEMENT	NEDAL 1,467 MI B. OP S. RTE, 43	D. LIST MIC OF LATE II	RUCIANAN CO. 401 M ORAHNO, DRAINAGE, 18PHALT PAVE, A UTULITES
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Project No:		UNDS-641-(45, CSQ) UNDSBTRUCTION FUNDS			CONSTRUCTION FURBIS		डाफक्स-थ्रवा १)	OMO OMO PRES SERI MAINTENANCE FLINDS		CONTRUCTION NAMES		
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BID RESULTS AUGUST 22, 2000

No. of Bids Bid		1 54,324,945.00		2 \$565,092.75		1 \$193,472.00	
Contractor		PRECON CONSTRUCTION COMPANY CHESTEAKE, VA.		E. V. WILLIAMS, INC. VINGINIA BEACH, VA.		BLAKEMORE CONSTR. CORF. RICHMOND, VA.	
HECOMMENDATION	PRIMARY	AWARD		AWARD		AWARD	
Location and Work Type	-	LOCATION: JAMES RIVER BRIDGE	ISLE OF WIGHT CO. SUPERSIN. A SUBSTR. REVARES. BACLUDIS PERVENDA PARTINO BEARINGS	VARIOUS LOCATIONS	MENENCO A MENINATION CONCRETE PAVENCENT NETAENS	FROM: 0.15 MI W. GASKINS RD. TO: 0.15 MI E GASKINS AD.	HBNUCO CO. LIBT TIEM LANEA RICHAL MODIFICATION
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Project No:		Macheman Mantemant Flor		MANDPAESOTS MAINTENAMEE FLWDS		IZAGOAS XZA, MUSI CONSTRUCTION FINES	
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BID RESULTS AUGUST 22, 2000

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No. of Bids		~			•			٠				₩.	
Contractor		PATNICK CONSTRAKTION, INC.	W, VA		WHITES CONSTR. CO., INC.	SUTMERLIN, VA.		KEY CONSTRUCTION COMPANY, PACORFORATED	CLARESYILLE, VA .			PLECKER CONSTRUCTION CO. STAURTON, VA.	
z		FATRIC	ST. PALLL, VA		WITTEN			NCOR	CLARED			PLECKE	
RECOMMENDATION	SECONDARY	AWARD			AWARD			AWARD				OHV#V	
Location and Work Type		FRUME RTE 630	TO: LANGING RIE AND	WASHINGTON CO. 1.495 ME QRADBAS, DRAMAGE A AGNALT SURFACE THEATHERT	FRCIAL BORGINES, RTE, ESA	TO: 2,006 MI N. RTE, 138	FITSYLVANIA CO. 1:102 MI CHADING, DIKAINAGE A. AIRHALT PAVIBARIT	FUDAL RITE 619	TC: RTEL459	-OX KRAMA	233 ich Greine, dranger Appril Sungack teratigent	RFE 671 - PROM: RTE 11 TO: 6296 MINW RTE.11 RTE.413 - FROM: NY: RTE 621	ICK A, SPT NE KREL ET I A LÖHKTA CO. 1.31 MI IZA A DIKA DE KREL SPAKLT PAVE , BRIDGE A. BOX CHI, VIETT
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Project No:		CONTRACTOR FUNDS			OTIC-OTI-ZZA, MSAA CUNSTRUCTION RUNIS		STP-343-4001)	OMM-001-140, C508 COMBTRUCTION PLYING				0613-00 N-590, M-501; BRT1-680-517, M-501, BRSE, BRYT, DASA CORSTALICTION FLRUDS	
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AUCUST 22, 2000

No. of Bids Bid		7 \$15,878.50			7 \$117,618.42			3 8147,117,30			0+696'9615		
UN COMTACUIT		PATRIC'S CONSTRUCTION, INC.	ST. PAUL, VA		PA) CONTRACTING, L.L.C.	LEBANDA, VA		D.A. D.CONTRACTORS, INC.	CHILHOWIE, VA		D. S. NASH CONSTR. CO.	APPOMAŢTOX, VA.	
MECOMMENDATION	SECUMBARY	AWARD			AWARD			AWABD			OWAWA.		
Location and Work Type		PROME MOLLERANON	TO GISTAIN NITELEBANDY	RUSSBLL CO. O. IS MI DRADNE, DRADAGE A. ASPIKLT PAVEM BAY	FROM: RTE 445	TO: ESMIENTEMS	AUSSIELL CO. 8 1 MI GRADANZ, DRAPIACE A. ASPIALT PAVBAIBAT	FROM: G. RVB 234	TO: BYD STATEMAINTENANCE	BMYTH CO. 8163 MI ĞİKADINCI, DRAIKAGEN AĞHALİ SURFACE TREATAGINT	MOM: 4.15 MIN RTE. 676	TO IDIO STATE MADITBIANCE	NE SON CO. D.795 MI GRALING, DRAINAGE, UPLINIES A ASPIALT SURFACE TREATMENT
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Project No:		DASHOUS-PHE, NISON CONSTRUCTORING MACH			OMO WILL PM, NSOI			Configuration (1981)			WATORE FILE, YESH CTREATER STREET		
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II RECONDARY PROJECTS AWARDED @ \$3,600,739.00

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AUGUST 22, 2000

Pig .		\$1,626,642.39		8	
₹6. of Bids		7		۵	
Сонивски		THE AICHAADSON-WAYLAND ELECTRICAL CORPORATION BOANCKE, VA.		ALC BEDS	
RECOMMENDATION	ROTEST	PENCT		RELECT	
Lucation and Work Type		VAIL VARIOUS LUCATIONS	CITY OF NORTON BICHAL REPLACEMENT	MOM: RRET ST. TO: WADSWOATH ST.	CITY OF PADPOND I AND IM GRADING, DRADMOG, ASHIALT PAVE, UTILITIES, LANIDECAPING & INCIDIS.
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Project No.		GONETHUCTION FUNDS	\$71-\$144(10\$)	UIDE 125-104, CSFI CONSTRUCTION PLANS	
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) URBAN PROJECT REJECTED @ 11,694,943.35; 1 UNIAN PROJECT - ALL BIDS REJECTED

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AUGUST 22, 2000

of Bid		\$404,040.09		6745,830,00		8470,111,000	
No. of Bids		~		•		-	
Соливсто		S. B. COX, INC. RICHMOND, VA.		S & D INDUSTRIAL PAINTING, INC. TARPON SPRINGS, FL		H & S CONSTR. COMPANY BOANDRE, VA.	
RECOMMENDATION	MISCELLANEOUS	AWARD 5		AWARD S	RI.	H GRYAY	•
Location and Work Type		VAE VARIOUS LACCATIONS	SICHAGOND DISTRICT PUBLISHED DESCRIPTION & DESPOSAL OF ABRISTUS	VAL VARBOUS LOCATIONS	AMHRIST, CHARLOTTR, PITTY LYANG A PUNCT BDWAND COUNTIES BRIDGE PAINTNO	VAR. VARIOUS LOCATIONS	ROANDRE, BOTETOURT & CRAIT COUNTIES RELACE SOUWALK, CURD & GATTER AND DICTORPITALS
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Project No:		KKYN-2006 DOMO COMSTRUCTION ALMON		MADDELPATE MADDELPANCE FUNDS		900.200; 001.315401, N91; 11005-0341 MANT, & CONSTR	
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BID RESULTS

SEPTEMBER 6, 2000

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No. of Bids		2 \$638,276.80	
Contractor		MERINATHY CONSTR. CORP.	GLEN ALLEN, YA.
MEXICHMENBATION	SECONDARY	AWARD A	9
Location and Work Type		LOCATION: RTB MOOVER, MCMANAN SWAMP	
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Project No:		MAINTENANCE PURCE	
\$ #		5	

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BUDGE 4 APPROACHES

1 SECONDARY PROJECT AWARDED @ JOHA276JP

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BID RESULTS

BIDS RECEIVED OCTOBÉR 16, 1998

BY THE CITY OF PAIRTAX

Bid		\$14,930.88	
No. of Bids		~	
Contractor		COLLIMBIA EQUIPMENT CO., INC. Jamaica, ny	
RECOMMENDATION	MISCELLANEONS	AWALED COL	
Location and Work Type		2. VARIOUS LOCATIONS	CITY OF FAURAX PIRMEN A INSTALL BUS SPELTERS AND TRASH BINS
Rite. Project No: Nec		UDDO-151-WA, MSD1 VAR. CUNSTRUCTODE ALBUM	CM-Sabipata
Job Der		60074	

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BID RESULTS

BIDS RECEIVED AUGUST 1, 2000

BY THE DEPT. OF CONSERVATION & RECREATION

Bid		\$420,977.80	
No. of Bids		•	
Contractor		PRO-CONSTRUCTION SERVICES, INC. Richmond, Va	
RECOMMENDATION	MISCELLANDOUS	AWALED PR	
Location and Work Type		LOCATION: STAUNTON RIVER BATTLEMELD STATE PARK	HALIFAX CO. DIETOT ABLOCATION & RENOVATION
ş		#3	
Project No:		EMPS NO. 111, CRM CONSTRUCTION PUNCE	TEA-961-1(0)4
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BID RESULTS

RIDS RECEIVED AUGUST 38, 2000

BY LOUDOUN COUNTY & YA OUTDOORS FOUNDATION

Bi		1216,500.00	
No. of Bids		~	
Соптасно		MILESTONE CONSTRUCTION SERVICES, INC. STERLING, VA	
HECOMMENDATION	MISCELLANEOLS	AWARD	
Location and Work Type	-	LOCATION: ALDE MILL; ATE JA MEAR GALLERITS CORDER	LOUDOUN CD. BITE BEFROVEMENTS: BUCLLOBE RESTORMEN WATEL PLOW TO MILL, SURFACING PARENG AREA & BETALLING PRESTEAM PATHE
Rue Project No: No:		ESTA 65-124, CSEL CONSTRUCTION NAME	TEA-655-000-0
Des.		ENDOT	



COMMONWEALTH TRANSPORTATION BELARD 1401 EAST BROAD STREET RICHMOND, 23218-1939

SHIRLEY J. YEARRA CHAIRMAN

Agenda item # 15 A

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By:Mr. White

Seconded By:Mr. Kornblau

Action: Motion Passed

Title: Memorandum of Agreement - Route I-77/I-81 - Wythe County
Haves, Seav. Mattern & Mattern, Inc.

WHEREAS, in accordance with its needs and schedules for implementing its program objectives, the Department has determined that in order to perform the necessary activities to meet those objectives for providing traffic data and analysis, supplemental survey, evaluation and support documentation on logical termini for the required environmental document, intensive public involvement program, bridge concepts and cost estimates, Stage I Right of Way and Relocation Assistance Report and a location study report for Routes I-77/I-81, from 2.0 miles north of south intersection Routes I-77/I-81 (At Wytheville) to north intersection Routes I-77/I-81 (At Fort Chiswell), in Wythe County, it is necessary to supplement its staff, and

WHEREAS, in accordance with Department policy, and State Procurement procedures a firm proposal has been received from Hayes, Seay, Mattern & Mattern, Inc. for said services; and

WHEREAS, careful review and consideration has been made of the scope of work and services required and just compensation has been established for these services and is set forth in a Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board authorizes the execution of the Agreement with the firm of Hayes, Seay, Mattern & Mattern, Inc. which establishes a compensation of \$2,692,591.00 for services and expenses, plus a net fee of \$52,756.00, making the maximum total compensation not to exceed \$2,745,347.00.

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COMMONWEALTH TRANSPORTATION BOARD 1401 BAST BROAD STREET RICHMOND, 23219-1939

SHRILEY J. YBARRA CHARMAN

Agundo Pen # 15 P

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. White Seconded By: Mr. Kornblau Action: Motion Passed

Title: Memorandum of Agreement - Engineering Design Services
Three Highway Bridges over 1-51 - Rockingham County
Raiph Whitehead Associates, Inc.

WHEREAS, in accordance with its needs and schedules for implementing its programs objectives, the Department has determined that in order to perform the necessary scrivities to meet those objectives for engineering services on project: 0081-082-123, PE103, B635, B636, B637 located in Rockingham County, it is necessary to supplement its Structure and Bridge Division staff, and

WHEREAS, in accordance with Department Policy and State Procurement procedures a firm proposal has been received from Ralph Whitehead Associates, Inc. to perform the engineering services; and

WHEREAS, careful review and consideration has been made of the scope of work and services required and just compensation has been established for these services and are set forth in the Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board authorize the execution of the Agreement with the firm of Ralph Whitehead Associates, Inc. which establishes a lump sum fee of \$440,394.



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1938

SHIRLEY J. YBARRA CHAIRNAN

Agendo Uem # 15 C

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By:Mr. White Seconded By: Mr. Kornblau Action: Motion Passed

<u>Title</u>: Memorandum of Agreement - Route I-81 - Rockingham County <u>Rummel Klepner & Kahl. LLP</u>

WHEREAS, in accordance with its needs and schedules for implementing its program objectives, the Department has determined that in order to perform the necessary activities to meet those objectives for providing professional engineering services to widen Route I-81 from MP-240.6 to MP-245.2 from the existing four lanes to the proposed six lanes which will include modifications to the interchange at Route 11 South with bridge modifications/replacements for project 0081-082-123, PE-101 in Rockingham County it is necessary to supplement its staff; and

WHEREAS, in accordance with Department policy and State Procurement procedures a firm proposal has been received from Rummel Klepper & Kahl, LLP, for said services; and

WHEREAS, careful review and consideration has been made of the scope of work and services required and just compensation has been established for these services and is set forth in a Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board authorizes the execution of the Agreement with the firm of Rummel Klepper & Kahl, LLP, which establishes a compensation of \$5,759,774.00 for services and expenses, plus a net fee of \$175,426.00, making the maximum total compensation not to exceed \$5,935,200.00.

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COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 22219-1939

SHORLEY J. YEARRA CHAIRMAN

Agenda Bur # 15 D

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2800

MOTION

Made By: Mr. White Seconded By: Mr. Kornbins Action: Motion Passed

Title: Monorandum of Agreement
Limited Services Design Contract - Northern Virginia District
Woolnert, LLP

WHEREAS, in accordance with its needs and schedules for implementing its program objectives, the Department has determined that in order to perform the necessary activities to meet those objectives for providing professional engineering services to prepare incidental right of way and construction plans on a limited services basis for the Northern Virginia District it is necessary to supplement its staff; and

WHEREAS, in accordance with Department policy and State Procurement procedures a firm proposal has been received from Woolpert, LLP, for said services; and

WHEREAS, careful review and consideration has been made of the scope of work and services required and just compensation has been established for these services and is set forth in a Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board authorizes the execution of the Agreement with the firm of Woolpert, LLP, which establishes a maximum total compensation not to exceed \$2,500,000.00.



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 29219-1939

SHIRLEY J. YBARRA CHAIRMAN

Agenda item # 15 E

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. White Seconded By: Mr. Korablau Action: Motion Passed

Title: Memorandum of Agreement-Lynchburg District Woolpert, L.L.P.

WHEREAS, in accordance with its needs and schedules for implementing its program objectives, the Department has determined that in order to perform the necessary activities to meet those objectives for providing all types of surveying including photogrammetry and aerial photography located in the Lynchburg District for a two year term, it is necessary to supplement its staff; and

WHEREAS, in accordance with Department policy and State Procurement procedures a firm proposal has been received from Woolpert LLP for said services; and

WHEREAS, careful review and consideration has been made of the scope of work and services required and just compensation has been established for these services and is set forth in a Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board authorizes the execution of the Agreement with the firm of Woolpert LLP, which establishes a maximum total compensation not to exceed \$3,500,000.00.



COMMONNEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHBOND, 232-19-1939

SHIRLEY J. YEARRA CHAIRMAN

Agenda tem # 26 A

RESOLUTION OF THE COMMONWEALTH TRANSPORT: **TON BOARD

September 21, 2000

MOTION

Made Ry: Mr. White Seconded By: Ms. Welch Action: Motion Passed

Title: Location & Design: Rolling Road (Route 638) in Fabriax County

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Combined Location and Design Public Hearing was held at the Orange Hunt Elementary School located at 6820 Sydenstricker Road in Springfield, Virginia on Wednesday, March 29, 2000 from 5:30 p.m. to 8:00 p.m. for the purpose of considering the proposed location and major design features of the intersection improvements of Rolling Road and Old Keene Mill Road from 0.06 mile south of Old Keene Mill Road to 0.11 mile north of Old Keene Mill Road in Fairfax County, State Project CM95-029-P20, PE-105, C-517, Federal Project NH-095-2 (411); and

WHEREAS, proper notice was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, and their statements being duly recorded; and

WHEREAS, the economic, social, and environmental effects of the proposed project have been examined and given proper consideration, and this evidence, along with all other, has been examined end given proper consideration, and this evidence, along with all other, has been examined end given proper consideration.

NOW, THEREFORE, BE IT RESOLVED that the location and major design features of this project be approved in accordance with the plan as proposed and prescrited at the said Location and Design Public Hearing.



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1839

SHIRLEY J. YBARRA CHARMAN

Agenda item 9 16 B

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Folkes Seconded By: Mr. White Action: Motion Passed

Title: Location & Design: Volvo Parkway in the City of Chesapeake

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Combined Location and Design Public Hearing was held in the Greenbrier Intermediate School, located at 1701 River Birch Run North on Wednesday, May 17, 2000, between 4:00 p.m. and 7:00 p.m. in the City of Chesapeake., for the purpose of considering the location and major design features for the widening of Volvo Parkway from 0.08 mile (0.12 km) east of Kempsville Road to east corporate limits of Chesapeake, State Project U000-131-V18, PE101, RW201,C501, Federal Project STP-5403 (372); and

WHEREAS, proper notice was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, and their statements being duly recorded; and

WHERRAS, the economic, social, and environmental effects of the proposed project have been examined and given proper consideration, and this evidence, along with all other, has been carefully reviewed.

NOW, THEREFORE, BE IT RESOLVED that the location and major design features of this project be approved in accordance with the plan as proposed and presented at the said Location and Design Public Hearing by the Department's Engineers.

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COMMONWEALTH TRAMEFORTATION/BOARD 1407 EAST BROAD STREET RICHWOND, 23219-1929

SHIRLEY J. YBARKA CHAIRMAN

Agenda bym # 16 C

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Ms. Weish Seconded By: Mr. White Action: Motion Passed

Title: Location & Design: Ropte 522 in Frederick County

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Combined Location and Design Public Hearing was held in James Wood High School, located at 161 Apple Pie Ridgu Road in Frederick County, Virginia on Tuesday, June 20, 2000 between 4:00 p.m. and 7:00 p.m., for the purpose of considering the proposed location and major design features of Route 522 from Route 673 to Route 746 in Frederick County, State Project 0522-034-123, PB101 and State Project 0522-034-123, RW201, M501, Federal Project: STP-522-8 (006); and

WHEREAS, proper notice was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, and their statements being duly recorded; and

WHERBAS, the economic, social, and environmental effects of the proposed project have been examined and given proper consideration, and this evidence; along with all other, has been carefully reviewed.

NOW, THEREFORE, BE IT RESOLVED that the location and major design features of this project be approved in accordance with the plan as proposed and presented at the said Location and Design Public Hearing by the Department's Engineers.



COMMONWEALTH TRANSPORTATION PARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

SHIRLEY J. YBARRA CHARMAN

Agenda item # 16 D

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Martin Seconded By: Mr. Grubb Action: Motion Passed

Title: Location & Design; Route 83 in the Town of Pound and Wise County

WHEREAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Combined Location and Design Public Hearing was held in the Pound High School, in the Town of Pound, Virginia on Thursday, June 29, 2000 between 4:00 p.m. and 7:00 p.m. for the purpose of considering the proposed location and major design features of Route 83 from 0.19 mile (0.31 km) east of Route T-715, to 0.08 mile (0.12 km) east of Route T-715, in the Town of Pound and Wise County, State Project 0083-097-103, PE-101, RW-201, C-501; and

WHEREAS, proper notice was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, and their statements being duly recorded; and

WHEREAS, the economic, social, and environmental effects of the proposed project have been examined and given proper consideration, and this evidence, along with all other, has been carefully reviewed.

NOW, THEREFORE, BE IT RESOLVED that the location and major design features of this project be approved in accordance with the plan as proposed and presented at the said Location and Design Public Hearing by the Department's Engineers.

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WE KEEP VIRGINIA MOVING



COMMONWEALTH TRANSPORTATION BOARD 1481 EAST BROAD STREET RICHWORD, 23219-1939

SHIRLEY J. YBARRA CHARRAN

Acordo (iem 6 16 B

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Ms. Liouherger Seconded By: Mr. Grubb Action; Motion Passed

Title: Location & Design: Route 674 (Philipott Drive) - Honry County

WHERBAS, in accordance with the statutes of the Commonwealth of Virginia and policies of the Commonwealth Transportation Board, a Combined Location and Design Public Hearing was held in the Bassett Middle School, in the community of Bessett, Virginia on Wednesday, June 23, 2000 between 6:00 p.m. and 7:00 p.m. for the purpose of considering the proposed location and major design features of Route 674 from its intersection with Route 57 to its intersection with Route 665, in Herry County, State Project 0574-044-321. C-501; and

WHERBAS, proper notice was given in advance, and all those present were given a full opportunity to express their opinions and recommendations for or against the proposed project as presented, and their statements being duly recorded; and

WHEREAS, the economic, social, and environmental effects of the proposed project have been examined and given proper consideration, and this evidence, along with all other, has been carefully reviewed.

NOW, THEREFORE, BE IT RESOLVED that the location and major design features of this project be approved in accordance with the plan as proposed and presented at the said Location and Design Public Hearing by the Department's Engineers.



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

SHIRLEY J. YBARRA CHAIRMAN

Agenda Uem # 17 A

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Martin Seconded By: Mr. White Action: Motion Passed

Title: Access - Limited Control Change - Route 23 - City of Norton

WHEREAS, Route 23, State Highway Project 6023;097-114, RW-202, C-504 in Wise County, was designated as a Limited Access Highway by the Commonwealth Transportation Board on March 16, 1972; and

WHEREAS, in connection with the said Route 23, the Commonwealth acquired certain limited access control rights along Route 23 from Boco Limited by deed dated May 19, 1978, recorded in Deed Book 516, Page 134 in the Office of the Clerk of the Circuit Court of Wise County; and

WHEREAS, the land along the east existing right of way and limited access line of the said Route 23 project has been proposed for additional development and will require a limited access control break of a maximum of 200 feet along said line at approximate Station 707+00 (100 feet both sides, signalized entrance); and

WHEREAS, the said land is now located in the City of Norton; and

WHEREAS, the developer has proposed one main signalized entrance at approximate Station 707+00; and

WHEREAS, the City of Norton is requesting the said break in limited access control to support continued economic development in the area; and

WHEREAS, the Department and City of Norton staff have determined that the said changes are appropriate from a safety and traffic control standpoint; and

WE KEEP VIRGINIA MOVING

Resolution of the Board Access - Limited Control Change - Route 23 - City of Norton September 21, 2000 Page 2

WHEREAS, the Federal Highway Administration has approved the said break in limited access control; and

WHEREAS, all costs of engineering and construction, including all necessary safety improvements, will be borne by others; and

WHEREAS, the developer shall pay just compensation to the Department in consideration of the proposed limited access control break. This amount is to be determined by the Department; and

WHEREAS, the property rights to the said limited access control break will be conveyed to the adjacent landowner of record; and

WHEREAS, upon completion and acceptance, all work, roadway construction, improvements and equipment will become the property of the Commonwealth.

NOW, THEREFORE, BE IT RESOLVED that the Commonwealth Transportation Board hereby grants the said break in limited access control break as set forth and subject to the above referred to conditions. The Commonwealth Transportation Commissioner is hereby authorized to execute any and all documents needed to comply with this resolution.



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

SHIRLEY J. YBARRA CHAIRMAN

Agenda item # 17 B

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

<u>MOTION</u>

Made By: Mr. Kornblau Seconded By: Mr. Martin Action: Motion Passed

Title: Access - Limited Control Change - Route 295/460 - City of Petersburg

WHEREAS, Route 295, State Highway Project 0095-074-101, RW-201, G-301 in Prince George County, was designated as a Limited Access Highway by the Commonwealth Transportation Board on October 5, 1956; and

WHEREAS, in connection with the said Route 295, the Commonwealth acquired certain limited access control rights along Route 460 at the Route 295/460 interchange from Marie Wagner Markow by instrument dated February 5, 1986, recorded in Deed Book 422, Page 204 in the Office of the Clerk of the Circuit Court of Prince George County, and

WHEREAS, the land along the west existing right of way and limited access line of Route 460 on the said Route 295 project has been proposed for additional development and will require a limited access control break of a maximum of 60 feet along said line at approximate Station 565+50 (30 feet both sides, right in, right out only with no median break); and

WHEREAS, the said land is now located in the City of Petersburg; and

WHEREAS, the said changes are supported by the City of Petersburg and will support economic development in the area; and

WHEREAS, the Department and City of Peteraburg staff have determined that the said changes are appropriate from a safety and traffic control standpoint; and

Resolution of the Board Access - Limited Control Change - Route 295 - City of Petersburg September 21, 2000 Page 2

WHEREAS, all costs of engineering and construction, including all necessary safety improvements, will be borne by others; and

WHEREAS, the developer shall pay just compensation to the Department in consideration of the proposed limited access control break. This amount is to be determined by the Department; and

WHEREAS, the property rights to the said limited access control break will be conveyed to the adjacent landowner of record; and

WHEREAS, upon completion and acceptance, all work, roadway construction, improvements and equipment will become the property of the Commonwealth.

NOW, THEREFORE, BE IT RESOLVED that the Commonwealth Transportation Board hereby grants the said break in limited access control break as set forth and subject to the above referred to conditions. The Commonwealth Transportation Commissioner is hereby authorized to execute any and all documents needed to comply with this resolution.



COMMONWEALTH of VIRGINIA

COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1639

SHIRLEY J. YBARRA CHARMAN

Agenda item # 17C

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Mitchel Seconded By: Mr. White Action: Motion Passed

<u>Title: Access - Limited Control Change - Route 7900 Franconia/Springfield Parkway - Fairfax County</u>

WHBREAS, Route 7900 Franconia/Springfield Parkway, State Highway Project R000-029-249, RW-216, C-516 in Fairfax County, was designated as a Limited Access Highway by the Commonwealth Transportation Board on July 16, 1987; and

WHEREAS, in connection with the said Route 7900, the Commonwealth acquired certain limited access control rights along Route 7900 from James S. Eudy, Trustee, et al by deed dated December 20, 1988, recorded in Deed Book 7226, Page 475 in the Office of the Clerk of the Circuit Court of Fairfax County; and

WHEREAS, the land along the north existing right of way and limited access line of the said Route 7900 project has been proposed for a medical facility and will require a limited access control break of a maximum of 120 feet along said line at approximate Station 1654+40 (60 feet both sides, right in, right out); and

WHERBAS, the said break for the entrance is approximately 1,800 feet west of Beulah Street State (Route 639); and

WHEREAS, an exclusive left turn lane will be provided along eastbound lanes of Route 7900 to be used only by emergency vehicles going to the medical facility; and

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WHEREAS, the department reserves the right to close the said limited access control break at anytime in the future without compensation to the Developer should there be any safety concerns caused by the said break or should the said break conflict with future transportation needs including the future proposed interchange at Beulah Road; and

WHEREAS, no future modifications to the geometric design of the said entrance will be permitted including signalization or additional access to the eastbound lanes of said Route 7900; and

WHEREAS, the Department's staff has determined that the said changes are appropriate from a safety and traffic control standpoint; and

WHEREAS, the Developer has agreed to construct an additional acceleration/deceleration outer lane from the said entrance to the Springfield metro ramp located west of said entrance as part of this entrance; and

WHEREAS, all costs of engineering and construction, including all necessary safety improvements, will be borne by others; and

WHEREAS, the Developer shall pay just compensation to the Department in consideration of the proposed limited access control break. This amount is to be determined by the Department; and

WHEREAS, upon completion and acceptance, all work, madway construction, improvements and equipment will become the property of the Commonwealth.

NOW, THEREFORE, BE IT RESOLVED that the Commonwealth Transportation Board hereby grants the said break in limited access control break as set furth and subject to the above referred to conditions. The Commonwealth Transportation Commissioner is hereby authorized to execute any and all documents needed to comply with this resolution.



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

SHIRLEY J. YBARRA CHAIRMAN

Agenda Ben # 18

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Grubb Seconded By: Ms. Lionberger Action: Motion Passed

Title: Access - Recreational: Vinvard Park - Ronnoke County

WHEREAS, Section 33.1-223 of the Code of Virginia, (1950), as amended, sets forth that the General Assembly of Virginia has found and declared that it is "...in the public interest that access roads and bikeways for public recreational areas and historical sites be provided...," reserves \$3,000,000 from highway funds for such purpose, and further provides that "The Commonwealth Transportation Board, with the concurrence of the Director of the Department of Conservation and Recreation, is hereby authorized to make regulations to carry out the provisions of this section."; and

WHEREAS, the Director of the Department of Conservation and Recreation and the Commonwealth Transportation Board have adopted a joint policy to govern the use of Recreational Access Funds pursuant to Section 33.1-223 of the Code of Virginia, (1950), as amended; and

WHEREAS, the Roanoke County Board of Supervisors has, by resolution, requested the use of Recreational Access Funds to provide adequate access to Vinyard Park, located off Berkley Road, and said access is estimated to cost \$64,000; and

WHEREAS, this request has been considered by the Director of the Department of Conservation and Recreation and has been found to comply fully with the provisions of Section 33.1-223; and

Resolution of the Board Access -- Recreational: Vinyard Park - Roanoke County September 21, 2000 Page Two

WHEREAS, the Director of the Department of Conservation and Recreation has recommended the construction of the aforementioned access road.

NOW, THEREFORE, BE IT RESOLVED that \$64,000 from the 2000-2001 Fiscal Year Recreational Access Fund be allocated to construct the access road to Vinyard Park, Project 0959-080-312, M501, contingent upon:

- 1. all necessary right of way, environmental assessments, and utility adjustments being provided at no cost to the Commonwealth; and
- payment of all ineligible project costs and all eligible costs in excess of \$64,000 from sources other than those administered by VDOT.



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23210-1939

SHIRLEY J. YBARRA CHAIRMAN

Agenda Hear 8 19

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. White Seconded By: Ms. Welsh

Action: Motion Passed

Tifle: Rail Industrial Access. Nottoway County Colonial Forest Products

WHEREAS, Section 33.1-221.1:1 of the Code of Virginia declares it to be in the public interest that access railroad tracks and facilities be constructed to certain industrial or commercial sites; and

WHEREAS, the Nottoway County Board of Supervisors have, by resolution, shown support for application of \$75,800,00 in Industrial Access Railroad Track funds for Colonial Forest Products; and

WHEREAS, it appears that this request falls within the intent of Section 33.1-221.1:1 and is in accordance with the provisions of the Commonwealth Transportation Board's policy on the use of Industrial Access Railroad Track funds; and

WHEREAS, in accordance with the funding formula established by said policy, funding may be allocated to this project; and

WHEREAS, pursuant to Chapter 1073, Item 525.A., of the 2000 Acts of the General Assembly, funding is provided for Industrial, Airport, and Rail Access projects; and

WHEREAS, the Board believes that this project is for the common good of a region of the Commonwealth and serves a public purpose.

Resolution of the Board Rail Industrial Access, Nottoway County – Colonial Forest Products September 21, 2000 Page Two

NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves that \$75,800.00 of the Industrial, Airport, and Rail Access Fund be provided to construct new track to serve Colonial Forest Products, in Nottoway County contingent upon:

- All necessary right of way and utility adjustments being provided at no cost to the Commonwealth.
- All costs above \$75,800.00, which is allocated herein as an industrial rail access grant, being borne by Colonial Forest Products.
- 3. Execution of an agreement acceptable to the Department of Rail and Public Transportation.



COMMONWEALTH of VIRGINIA

COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1929

SHIRLEY J. YBARRA CHAIRMAN

Agenda litter # 20

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Grubb Seconded By: Mr. Folkes Action: Motion Passed

Title: Through Truck Restriction - Routes 2203, 2202 & 2204, Fairfax County

WHEREAS, in response to a formal request by the Fairfax County Board of Supervisors that Route 2203 (Philip Road), Route 2202 (Greenfield Road) and Route 2204 (Kenwood Drive) between Route 520 (Braddock Road) and Route 2864 (Ravensworth Road) he considered for restriction of through truck traffic pursuant to the provisions of Section 46.2-809 of the Code of Virginia, this matter has been carefully reviewed; and

WHEREAS, the Fairfax County Board of Supervisors has conducted a public hearing on this restriction; and

WHEREAS, the routes in question traverse a predominantly non-commercial area; and

WHEREAS, a restriction on the proposed routes would not present any undue hardship; and

WHEREAS, proper notice was given by posting signs and publishing notices advising the public of the proposed restrictions and requesting written comments; and

WHEREAS, careful consideration has been given to the recommendations received, the available alternate routes and the past practices of the Department,

NOW THEREFORE, BE IT RESOLVED, that Route 2203 (Philip Road), Route 2202 (Greenfield Road) and Route 2204 (Kenwood Drive) between Route 620 (Braddock Road) and Route 2864 (Ravensworth Road) be restricted to through truck traffic in accordance with Section 46.2-809 of the Code of Virginia.

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COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

SHIRLEY J. YBARRA CHAIRMAN

Agenda liens # 21

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Kornblau Seconded By: Ms. Lionberger Action: Motion Passed

Title: Proposed Virginia Byways In Washington, Smyth & Grayson Counties and The Towns of Damascus and Troutdale

Whereas, under the authority of Section 33.1-62 of the Code of Virginia, (1950), as amended, the Commonwealth Transportation Board is authorized to designate Virginia Byways in cooperation with the Department of Conservation and Recreation after providing notice and the opportunity for public hearing; and

Whereas, at the request of the Washington, Smyth and Grayson County Boards of Supervisors and the Towns of Damascus and Troutdale, the staffs of the Department of Conservation and Recreation and the Virginia Department of Transportation have reviewed and determined that the following routes substantially meet the criteria as Virginia Byways:

Route 91 from I-81 near Glade Springs to the Tennessee State Line.

Route 58 from the intersection with Route 91 in Damascus to the intersection with Route 603 at Konnarock.

Route 603 from the intersection with Route 58 at Konnarock to the intersection with Route 16 in Troutdale.

Route 600 from the intersection with Route 603 to the North Carolina State Line.

Whereas, the Department of Conservation and Recreation on June 27, 2000, recommended to the Virginia Department of Transportation that the routes herein described be designated as Virginia Byways; and

WE KEEP VIRGINIA MOVING

Resolution of the Box	ard	
Byways - Proposed:	Counties of Washington,	Smyth and Grayson;
	Towns of Damascus and	Troudale
September 21, 2000		
Page Two		
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Whereas, the procedures required by § 33.1-62 have been followed and a public hearing was not requested; and

Whereas, while once designated, it is the sense of this Board that such designation should not limit roadway improvements or maintenance by the Virginia Department of Transportation, or prevent the Board from exercising its general power and duties to locate, construct, improve and maintain all highways in the Commonwealth. Further, the Virginia Department of Transportation is directed to make every effort to ensure the scenic integrity of Virginia's unique natural resources and promote and protect Virginia's vital tourism industry and the thousands of jobs associated therewith; and

NOW, THEREFORE, BE IT RESOLVED, that Routes 91, 58, 603 and 600 in Washington, Smyth and Grayson Counties and the Towns of Damascus and Troutdale as herein described be designated as Virginia Byways.



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23218-1939

SHIRLEY J. YBARRA CHAIRMAN

Agendo kem # 23

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Ms. Weish Seconded By: Mr. White Action: Motion Passed

Title: COOPERATIVE SERVICE AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICES

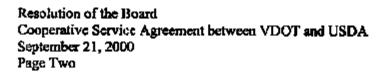
WHEREAS, VDOT facilities and highways are adversely impacted by impoundments created by beavers, and

WHEREAS, these impoundments cause a significant amount of damage and cost to facilities and highways throughout the Commonwealth, and

WHEREAS, numerous requests for assistance are received annually from VDOT Districts, Residencies, and Maintenance Areas; and

WHEREAS, the United States Department of Agriculture, Animal and Plant Health Inspection Services, Wildlife Services is legally authorized to remove beavers and breach obstacles; and

WHEREAS, VDOT could achieve a reduction in administrative costs and increased efficiency by contracting with the USDA Wildlife Service for beaver damage management.



NOW THEREFORE BE IT RESOLVED, that the Commonwealth Transportation Board approves the Cooperative Service Agreement with the USDA Wildlife Service for the management of beaver damage along highways, roads and facilities owned by VDOT.

BE IT FURTHER RESOLVED, that the Commonwealth Transportation Board authorizes the Commonwealth Transportation Commissioner to execute the Cooperative Service Agreement for the administration of the program and any amendments to the Agreement necessitated by the operation of the agreement.

COOPERATIVE SERVICE AGREEMENT BETWEEN VIRGINIA DEPARTMENT OF TRANSPORTATION AND

UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE WILDLIFE SERVICS (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to establish a partnership agreement between the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (WS) and the Virginia Department of Transportation (VDOT) with management of beaver damage along state highways, roads and property owned by VDOT throughout the Commonwealth of Virginia.

ARTICLE 2

Authority exists under the Animal Damage Control Act of March 2, 1931, (7 USC 426-426c, as amended), and the Rural Development, Agriculture, and Related Agencies Appropriations Act, 1988, (P.L. 100-202) for the Secretary of Agriculture to cooperate with States, local jurisdictions, individuals, and public and private agencies, organizations and institutions in control of animal damage and protection of human health and safety.

ARTICLE 3

VDOT and WS mutually agree:

- A. That the cooperating parties will carry out program activities in accordance with the Work Plan and Financial Plan contained in this agreement. It is understood and agreed that any monies allocated in support of the Cooperative Service Agreement shall be expended only towards the management of beaver damage.
- B. To meet as determined necessary, by either party, to discuss mutual program interest, accomplishments, needs, technology, and procedures to improve or amend the work plan and budget terms.
- C. The general provisions applicable to this cooperative service agreement shall be in accordance with the Department of Agriculture "Uniform Federal Assistance Regulations", 7 CFR 3015, and Office of Management and Budget regulation governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320, which

- are herein incorporated by reference as part of this Cooperative Service Agreement.
- D. This agreement may be terminated by either party upon 60 days' notice in writing to the other party.

ARTICLE 4

VDOT agrees to:

- A. Reimburse WS for all costs incurred to cover salary, travel, supplies and other costs related to activities performed under this Agreement up to but not exceeding \$272,372. Invoices for services provided will be submitted to VDOT quarterly. Billing will be itemized into the number of projects completed per county. Payment shall be made to WS within 30 days of receipt of a billing statement.
- B. Provide a written notice to proceed for all projects assigned under this agreement. The Notice to Proceed will identify a valid project number and Universal Project Code (UPC) for payment of project expenses for VDOT accounting purposes.
- C. Designate a VDOT representative whose responsibility shall be the coordination and administration of VDOT activities conducted pursuant to this Cooperative Service Agreement.
- D. Identify the areas in which beaver damage is impacting state roadways and VDOT owned properties, and provide additional support services as necessary in terms of equipment, personnel, property ownership information, and other miscellaneous services (when available).

ARTICLE 5

WS agrees to:

- A. Provide qualified personnel, equipment and other miscellaneous items required to initiate and conduct the activities as outlined in the Work Plan and Financial Plan contained in this Cooperative Service Agreement.
- B. Initiate, administer and conduct beaver damage control activities to reduce the property damage on state roadways and VDOT owned properties in accordance with the terms and conditions of this Cooperative Service Agreement.
- C. Provide a Program Manager who is qualified, competent and experienced in providing the services required under this Cooperative Service Agreement. The

Program Manager will also be responsible for administration and management of all project activities conducted under this agreement.

- D. Perform all services required under this Cooperative Service Agreement in accordance with all applicable Federal and State laws and regulations.
- E. Prepare and submit a summary of activities on a quarterly basis, as well as a final report of all project related activities completed under this agreement.
- F. Secure necessary federal and state permits.

ARTICLE 6

The agreement is contingent upon the passage by Congress of an appropriation from which expenditures my be legally met and shall not obligate WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides WS funds for a finite period under a Continuing Resolution.

ARTICLE 7

WS will hold VDOT harmless from any liability arising from the negligent act or omission of a WS officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. Seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of VDOT, its employees, agents, or subcontractors, and employees of agents of the subcontractor(s).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member or delegate to Congress in his/her official capacity shall be admitted to any share or part of this Cooperative Service Agreement or to any benefit to arise thereof.

ARTICLE 9

All activities will be conducted in accordance with the applicable Federal, State and local laws, regulations, and rules.

ARTILCE 10

This Cooperative Service Agreement shall become effective upon date of final signature and shall continue for 12 months. Further, this Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days notice in writing to the other party.

Virginia Department of Transportation

Charles D. Nottingham Commissioner, Virginia Department of Trans	Date	•
United States Depart Animal and Plant Hea Wildlife 920 Main Campu	Ith Inspection Service Services	
Raleigh, North	Carolina 27606	
Gary E. Larson Director, Eastern Region, WS	Date	

Work Plan

A. Objectives and Need for Assistance:

Beavers are impacting state roadways by flooding right-of-ways, blocking culverts, flooding artificial wetlands, cutting down trees, burrowing into roadbeds, and impounding water against the roadbed. The mentioned activities create costly damage and the potential for more significant property damage to the road and state property.

Beaver will be removed to protect roads and state property.

B. Results or Benefits Expected

VDOT will receive benefits of having property damage alleviated and resources saved. All impounded water and associated beaver in identified damage areas will be removed. Beaver causing damage to roadways but residing on adjacent property will be removed to prevent further damage, provided the adjacent landowner and VDOT agree.

VDOT will have a reliable agent to provide the services required on an as needed basis throughout the Commonwealth of Virginia

C. Approach

A professional biological technician skilled in removal of beaver will use conibear traps, body snares, shooting, spotlighting and shooting, foot traps, and other methods to capture and remove beaver. Detailed records will be maintained of each removal site to document animals and dams breached. The biological technician will work in all areas identified by VDOT. VDOT will provide assistance to WS if necessary to obtain written permission from adjacent property owners in support of beaver removal activities.

D. Procurement

Purchase of supplies, and miscellaneous needs including salaries will be made by WS as outlined under the Financial Plan of the Cooperative Service Agreement. All expenditures will be processed through WS's administrative system and charged to VDOT as described in the Cooperative Service Agreement. This is a reimbursable agreement and VDOT will only be billed for the cost of work performed.

E. Resources Required

Four biological technicisms will work until VDOT's needs are met or funding is exhausted. Equipment will be supplied by WS.

F. Stipulations and Restrictions

All program activities will be conducted in compliance with State and Federal laws and regulations, and local ordinances.

G. Reports

WS will be responsible for preparation of a final report to VDOT on WS activities conducted under this Cooperative Service Agreement.

FINANCIAL PLAN

Cooperative Service Agreement Between VDOT and WS

Amount to be provided by VDOT

Salary &	& Benefits		133 600
-	Wildlife specialist (4 @ GS-5, step 5)		122,880
	Supervisory biologist		12.740
	_	Subtotal	135,620
Travel			
	(4) 4X4 pickups 1500 model, 50,000 mile	a/year	26.668
	fuel, 4,167 gallous @ \$1.60		3,640
	maintenance (inspection, oil change, tires	, tuneup)	24,000
	depreciation		2,000
	repairt	n('-1.	3.200
	todging and per diem, 10 nights/year @ 8	Umgnt	59.508
		Subtotal	29,500
n			
KMC, C	Communications, Utilities Cell Phones		1,100
	Fed Ex		200
	Internet connection		1,152
	Film and pictures		400
	FIRE REG PICTURES	Subtatel	2,852
			-
Sunnti	es and Material		
-upp-	Lure (Hawbakers, Timber, Beaver Plus,	lure components)	400
	Spares, 2000 @ \$.50 cach		1,000
	Tire Wire		160
	Miscellanuous (gauntist, s-book tool, cal	ole cutters, I wire reel)	800
	Hip boots and chest waders		1,200
	#4 buckshot		100
	Explosives		
	\$75 mer dam 240 dams		18,000
	(Binary explosives, detentation	cord, nonel, and electric d	letonators)
	Explosive specialist, labor		0.000
		Subtotal	27,660
Equip	ment (Rental)		, 400
	20 Anson conibert trans @ 230.00 dozet	1	4,600 1,200
	4 dozen MB-750 offset laminated jaw b	eaver traps	1,300
	4 revolvers		120
	4 potato rakes		1,400
	4 shotguns, pump		1,400 240
	trap setters, lineman pliers	m 1 - 4-3	8,860
		Subtotal	0,000
Рторі	ram Services & Environmentel Compiles	oce (.1615)	37,672
6			
			272,372
Tota!			



COMMONWEALTH of VIRGINIA

COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23218-1939

SHIRLEY J. YBARRA CHARMAN

Agende item 2 23

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Byrd Seconded By: Mr. Korublau Action: Motion Passed

Tide: PROPOSED CONCEPT FOR PRIVATIZED COMPLETION OF THE ROUTE 288 CORRIDOR PURSUANT TO THE PUBLIC-PRIVATE TRANSPORTATION ACT OF 1995

WHEREAS, the 1995 General Assembly enacted Chapter 647 entitled the Public-Private Transportation Act of 1995 (PPTA) enabling the Commonwealth of Virginia and local governments to enter into agreements authorizing private entities to acquire, construct, improve, maintain, and/or operate qualifying transportation facilities; and

WHEREAS, the PPTA permits public entities to receive, evaluate and select unsolicited proposals from private offerors to acquire, construct, improve, maintain and/or operate qualifying transportation facilities; and

WHEREAS, the Virginia Department of Transportation (VDOT) issued implementation Guidelines (the Guidelines) dated July 1, 1995, to guide the selection of transportation privatization projects under VDOT's purview; and

WHEREAS, on November 18, 1999, Tri-County Developers submitted an unsolicited proposal for the completion of the Route 288 Corridor; and

WHEREAS, in accordance with the Guidelines, a public notice was posted for a period of thirty days beginning November 26, 1999 and ending December 27, 1999; and

WHEREAS, competing proposals from FD/MK, LLC and Virginia Transportation Constructors, LLC were submitted during said posting period; and

WE KEEP VIRGINIA MOVING

Resolution of the Board Proposed Concept for Privatize Completion of Rts 288 Corridor September 21, 2000 Page Two

WHEREAS, in accordance with the Guidelines, the Initial Review Committee met and considered the proposers' qualifications and the technical and financial merits of the proposeds and determined that the proposed concepts as submitted by Tri-County Developers, FD/MK, LLC and Virginia Transportation Constructors, LLC merit further evaluation; and

WHEREAS, in accordance with the Guidelines, further evaluation of the proposed concept requires approval of the Communwealth Transportation Board.

NOW, THEREFORE, BE IT RESOLVED, that the Commonwealth Transportation Board approves the conceptual proposals submitted for the Route 288 Corridor and approves such concept.

BE IT FURTHER RESOLVED, by the Communwealth Transportation Board that the PPTA proposals submitted by Tri-County Developers, FD/MK, LLC and Virginia Transportation Constructors, LLC for the Route 288 Consider be submitted to the next step, the Public-Private Transportation Advisory Panel, for further review and consideration.

BE IT FURTHER RESOLVED, by the Commonwealth Transportation Board that the Public-Private Transportation Advisory Panel is directed to expedite the review process for the Route 288 Comidor project and request submission of detailed proposals no later than close of business on Priday, October 13, 2000.



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

SHIRLEY J. YBARRA CHAIRMAN

Agenda Hem # 24

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Kornblau Seconded By: Mr. Mitchel Action: Motion Passed

Title: AUTHORIZATION OF THE ISSUANCE AND SALE OF COMMONWEALTH OF VIRGINIA FEDERAL HIGHWAY REIMBURSEMENT ANTICIPATION NOTES, SERIES 2000

WHEREAS, the State Revenue Bond Act, Sections 33.1-267 gt seq. of the Code of Virginia of 1950, as amended (the "Virginia Code"), and the Commonwealth of Virginia Federal Highway Reimbursement Anticpation Notes Act of 2000, Enactment 2 of Chapters 1019 and 1044 of the Acts of Assembly of 2000 (the "Act") authorize the Commonwealth Transportation Board (the "Board") to issue revenue bonds designated as Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes to finance certain transportation projects;

WHEREAS, the Board proposes to issue Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes, Series 2000 (the "Series 2000 Notes"), to provide funding, together with other available funds, to finance transportation projects in accordance with the Act; and

WHEREAS, drafts of the following documents, which provide for the issuance and sale of the Series 2000 Notes and copies of which shall be filed with the records of the Board, have been presented at this meeting:

- (a) a Master Indenture of Trust (the "Master Indenture") between the Board and First Union National Bank, as trustee ("Trustee"), setting forth the security for and other provisions applicable to notes issued pursuant to indentures supplemental thereto;
- (b) a First Supplemental Indenture of Trust (the "First Supplemental" and collectively with the Master Indenture, the "Indenture") between the Board and the Trustee, providing for the issuance and details of the Series 2000 Notes;

WE KEEP VIRIGINIA MOVING

Resolution of the Board Authorization of the Issuence and Sale of Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes, Series 2000 September 21, 2000 Page 2

- (c) a Payment Agreement (the "Payment Agreement") among the Board, the Treasury Board of the Commonwealth of Virginia (the "Commonwealth") and the Secretary of Pinance of the Commonwealth, providing for requesting and using best efforts to secure appropriations with respect to any notes issued under the Master Indenture, including the Series 2000 Notes;
- (d) a Preliminary Official Statement of the Board relating to the offering of the Series 2000 Notes (the "Preliminary Official Statement");
- (e) a Note Purchase Agreement (the "Purchase Contract") between the Board, PaineWebber Incorporated, as senior bookrunning manager on behalf of group of underwriters co-senior managed by Goldman, Sachs & Co. and Salomon Smith Barney (collectively the "Underwriters"), and the Treasury Board of the Commonwealth providing for the initial purchase by the Underwriters of the Series 2000 Notes; and
- (f) a Continuing Disclosure Agreement of the Board (the "Continuing Disclosure Agreement").

NOW THEREFORE, BE IT RESOLVED BY THE COMMONWEALTH TRANSPORTATION BOARD:

- 1. Authorization of Issuance and Sale of Notes. The Board determines that it is in the best interest of the Commonwealth to issue the Series 2000 Notes and to sell the Series 2000 Notes by a negotiated sale to the Underwriters. The Board authorizes the issuance and sale of the Series 2000 Notes, pursuant to the following terms and conditions: (a) the aggregate principal amount of the Series 2000 Notes shall not exceed \$450,000,000, (b) the final maturity of the Series 2000 Notes shall not extend beyond 10 years after the date of issuance thereof, and (c) the "true" interest cost of the Series 2000 Notes shall not exceed 6.0% per annum, taking into account any original issue discount or premium.
- 2. Preliminary Official Statement. The Board approves the Preliminary Official Statement, in substantially the form presented at this meeting with such completions, omissions, insertions and changes as the Chairman of the Board (the "Chairman") or her designee may approve, in connection with the offering of the Series 2000 Notes. The Board authorizes the Chairman or her designee to deem the Preliminary Official Statement final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 (the "Rule") and to approve distribution thereof by the Underwriters. Distribution of the Preliminary Official Statement shall constitute conclusive evidence that any such completions, omissions, insertions and changes have been approved and that it has been deemed final as of its date, except for the omission of such pricing and other information permitted to be omitted, for purposes of the Rule.

Resolution of the Board
Authorization of the Issuance and Sale of Commonwealth of Virginia
Federal Highway Reimbursement Anticipation Notes, Series 2000
September 21, 2000
Page 3

- 3. Limited Obligations. The Series 2000 Notes shall be limited obligations of the Board, payable solely from Revenues, as defined in the Master Indenture, appropriated by the General Assembly of Virginia therefor and certain funds created under the Indenture. Nothing in the Series 2000 Notes or in the Indenture shall be deemed to create or constitute a debt or a pledge of the faith and credit of the Commonwealth or any political subdivision thereof.
- 4. Determination of Details of Notes. The Board authorizes the Chairman or her designee, subject to the limitations set forth in paragraph 1, to determine the details of the Series 2000 Notes, including without limitation the aggregate principal amount, the maturity schedule, the interest rates, the redemption provisions, the sale date, the sale price and the reoffering prices.
- 5. Acceptance of Offer. The Board authorizes the Chairman or her designee to accept an offer of the Underwriters to purchase the Series 2000 Notes on terms determined in accordance with paragraph 4 and, as evidence of such acceptance, to execute the Purchase Contact, in substantially the form presented at this meeting, which is approved, with such completions, omissions, insertions and changes as the Chairman or her designee may approve to reflect such terms, or otherwise, subject to the limitations set forth in paragraph 1. Execution by the Chairman or her designee of the Purchase Contract shall constitute conclusive evidence of approval of any such completions, omissions, insertions and changes.
- 6. Official Statement. The Board authorizes and directs the Virginia Department of Transportation (the "Department") staff, in collaboration with the Board's financial advisor, Public Resources Advisory Group, Inc. (the "Financial Advisor"), to complete the Preliminary Official Statement as an official statement in final form (the "Official Statement") to reflect the provisions of the executed Purchase Contract. The Board authorizes the Chairman or Vice-Chairman of the Board (the "Vice-Chairman") to execute the Official Statement, which execution shall constitute conclusive evidence of approval of the Official Statement on behalf of the Board and that it has been deemed final within the meaning of the Rule. The Board authorizes and directs the Department staff to arrange for delivery to the Underwriters, within seven business days after the date thereof, of a sufficient number of copies of the Official Statement, for the Underwriters to distribute copies to each potential investor requesting a copy and to each person to whom the Underwriters initially sell Series 2000 Notes. The Board authorizes and approves the distribution by the Underwriters of the Official Statement as executed.
- 7. Financing Documents. The Board authorizes and directs the Chairman or Vice-Chairman to execute the Master Indenture, the First Supplemental and the Payment Agreement in substantially the forms presented at this meeting, which are approved, with such completions, omissions, insertions and changes as are necessary or desirable to reflect the provisions of the executed Purchase Contract, or otherwise, as the Chairman or Vice-Chairman may approve. Execution by the Chairman or Vice-Chairman of such documents shall constitute conclusive evidence of approval of any such completions, omissions, insertions and changes.

Resolution of the Board Authorization of the Issuance and Sale of Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes, Series 2000 September 21, 2000 Page 4

- 8. Execution and Delivery of Notes. The Board authorizes and directs the Chairman or Vice-Chairman and the Secretary or Assistant Secretary of the Board to have the Series 2000 Notes prepared and to execute the Series 2000 Notes in accordance with the Indenture, to deliver them to the Trustee for authentication and to cause the Series 2000 Notes so executed and authenticated to be delivered to or for the account of the Underwriters upon payment of the purchase price therefor, all in accordance with the executed Purchase Contract.
- 9. Continuing Disclosure. The Board covenants to undertake ongoing disclosure and to provide "annual financial information" and "material event notices" for the benefit of holders of Series 2000 Notes, to assist the Underwriters in complying with the Rule, in accordance with the Continuing Disclosure Agreement. The Board authorizes and directs the Chairman or her designee to execute the Continuing Disclosure Agreement in substantially the form presented at this meeting, which is approved, with such completions, omissions, insertions and changes as the Chairman or her designee may approve. Execution by the Chairman or her designee of the Continuing Disclosure Agreement shall constitute conclusive evidence of approval of any such completions, omissions, insertions and changes.
- Authorization of Further Action. The Board authorizes the Department staff (a) to request the Treasury Board of the Commonwealth to approve the terms and structure of the Series 2000 Notes in accordance with Section 2.1-179(7) of the Virginia Code and the Act. (b) to request the Governor of the Commonwealth to approve issuance of the Series 2000 Notes in accordance with the Act, and (c) if requested by the Underwriters, and in collaboration with the Financial Advisor and the Underwriters, to negotiate a commitment for a bond insurer to issue municipal bond insurance with respect of some or all of the Series 2000 Notes, and to execute such commitment together with any other documents related to such insurance. The Board further authorizes and directs its officers and the Department staff to execute and deliver all documents and certificates and to take all such further action as they may consider necessary or desirable in connection with the issuance and sale of the Series 2000 Notes, including without limitation (i) execution and delivery of a certificate setting forth the expected use and investment of the proceeds of the Series 2000 Notes to show that such expected use and investment will not violate the provisions of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations thereunder applicable to "arbitrage bonds" and (ii) providing for the rebate of any "arbitrage rebate amounts" carned on investment of proceeds of the Series 2000 Notes to the United States.
- Effective Date. This Resolution shall be effective immediately.

MASTER INDENTURE OF TRUST

between

COMMONWEALTH TRANSPORTATION BOARD

and

FIRST UNION NATIONAL BANK, as Trustee

Dated as of October 1, 2000

Securing
Commonwealth of Virginia
Federal Highway Reimbursement Anticipation Notes

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This MASTER INDENTURE OF TRUST, dated as of October 1, 2000, is made by and between the COMMONWEALTH TRANSPORTATION BOARD (the "Board"), existing under the laws of the Commonwealth of Virginia, and FIRST UNION NATIONAL BANK, a national banking association having a corporate trust office in Richmond, Virginia, as Trustee (the "Trustee");

WITNESSETH:

WHEREAS, the State Revenue Bond Act, Section 33.1-267, ct seq. of the Code of Virginia of 1950, as amended (the "Virginia Code"), and the Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes Act of 2000, Enactment 2 of Chapters 1019 and 1044 of the Acts of Assembly of 2000 (the "Act"), authorize the Board (a) to issue revenue bonds from time to time designated as Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes (the "Notes") to provide funds, together with any other available funds, for paying costs for construction or funding of certain projects in accordance with the Act, (b) to borrow in anticipation of the sale of Notes and (c) to refund Notes;

WHEREAS, to further the purposes of the Act, the Board has determined to issue Notes from time to time under this Master Indenture to provide funds to finance or refinance transportation projects and to refund obligations previously incurred for such purposes, all as permitted by the Act;

WHEREAS, each Series of Notes will be issued pursuant to a Supplemental Indenture that will provide for the terms for such Series of Notes; and

WHEREAS, the Trustee agrees to accept and administer the trusts created hereby;

NOW, THEREFORE, THIS INDENTURE FURTHER WITNESSETH, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of each Series of Notes by the Holders thereof, and for the purpose of fixing and declaring the general terms and conditions upon which the Notes are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become Holders thereof, and to secure the payment of the principal or purchase price of each Series of Notes at any time Outstanding hereunder and the interest and redemption premium, if any, thereon according to their tenor, purport and effect and amounts due to or on behalf of the providers of any Credit or Liquidity Facility, the Board has executed this Indenture and does hereby grant a security interest in, assign, transfer, pledge and grant and convey unto the Trustee and its successors and assigns forever, for the benefit of the Noteholders and the providers of any Credit or Liquidity Facility, the following Trust Estate:

(a) amounts on deposit from time to time in the Funds and Accounts created pursuant hereto including the earnings thereon, subject to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein; provided, however, that there expressly is excluded from any pledge, assignment, lien or security interest created by this Indenture any amount (1) on deposit in the Rebate Fund, as defined herein, (2) on deposit in

the BAN Repayment Account, as defined herein, or (3) held to provide for the Payment of certain Notes in accordance with Article XII which shall secure solely such Notes;

- amounts constituting Revenues that have been appropriated by the General Assembly of the Commonwealth for the payment of debt service on the Notes;
- (c) amounts received from or on behalf of the providers of any applicable Credit or Liquidity Famility; and
- (d) any and all other property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Notes, by the Hoard or by anyone on its behalf or with its written consent in favor of the Trusten, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all such properties pledged, assigned and conveyed by the Board hereunder, including all additional property which by the terms hereof has or may become subject to the accumbrance hereof, unto the Trustee and its successors in trust and its assigns forever, subject, however, to the rights reserved hereunder.

IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of the Holders from time to time of all Notes issued, surhenticated, delivered and Outstanding hereunder, without preference, priority or distinction as to lieu or otherwise of any Oredit or Liquidity Facility; provider, however, that any Credit or Liquidity Facility will secure or provide liquidity, a hedge or a swap only with respect to the Notes for which it is provided and any debt service reserve fund or account funded in connection with a Series of Notes will secure only the Notes specified in the applicable Supplemental Indenture;

PROVIDED, HOWEVER, that if the Board shall pay fully and promptly when due all liabilities, obligations and sums at any time secured hereby or provide for the payment thereof in accordance with the provisions hereof, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, then and in such event, except for the provisions of Article XII, as applicable, the Indenture shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereafter set forth:

ARTICLE I DEFINITIONS AND BULES OF CONSTRUCTION

Section 101. <u>Definitions.</u> The following terms, for all purposes of the Indenture, shall have the following meanings unless the context clearly indicates some other meaning:

- "Account" means any account or subaccount created in any Fund created hereunder or under a Supplemental Indenture.
- "Accreted Value" will have the meaning set forth in any Supplemental Indenture authorizing the related Capital Appreciation Notes.
- "Act" means the Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes Act of 2000, Enactment 2 of Chapters 1019 and 1044 of the Acts of Assembly of 2000, as the same may be amended from time to time.
- "Additional Notes" means Notes issued in accordance with Section 403 and secured by the Indenture subsequent to issuance of the initial Series of Notes hereunder.
- "Authentication Agent" means, with respect to a Series of Notes, the entity or entities designated as such for such Series of Notes in the applicable Supplemental Indenture. If not otherwise designated, the Authentication Agent shall be the Trustee.
- "Balloon Notes" means any Notes, 25 percent or more of the original principal amount of which matures or is subject to mandatory redemption during any consecutive 12 month period, if the maturing principal amount is not required to be amortized below such percentage by mandatory redemption or prepayment before the 12 month period.
- "BAN Repayment Account" means the "BAN Repayment Account" within the Project Fund created pursuant to Section 503(b).
- "Board" means the Commonwealth Transportation Board, existing in accordance with Section 33.1-1 of the Virginia Code.
- "Board Representative" means the Chairman, the Vice-Chairman or the Secretary of the Board or any other person as may be designated to act on behalf of the Board by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Board by its Chairman or Vice-Chairman.
- "Bond Anticipation Notes" means any of the Board's obligations issued in anticipation of the issuance, and which is anticipated to be paid from proceeds, of Notes.
- "Bond Counsel" means an attorney or firm or firms of attorneys of national recognition, sciented or employed by the Board and acceptable to the Trustee, experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.
- "Bond Year" means the annual period commencing on October 2 in each year and ending on October 1 of the following year.
- "Business Day" means, unless specified otherwise in the applicable Supplemental Indenture, any day of the week other than Saturday, Sunday or a day that shall be, in the

Commonwealth, the State of New York or in the jurisdiction in which the grancipal Corporate Trust Office of the Trustee is located, a legal boilday or a day on which banking corporations are authorized or obligated by law or executive order to close, or such other days as may be specified in a Supplemental Indenture.

"Capital Appreciation Notes" mean the Notes in any Series designated as Capital Appreciation Notes in the Supplemental Indonture authorizing the issuance of the Series.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable Treasury Regulations, rulings and procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended.

"Commonwealth" means the Commonwealth of Virginia.

"Corporate Trust Office" means an office of the Trustee at which its corporate trust business is conducted, which on the date hereof includes its office in Richmond, Virginia.

"Cost(s)" or "Cost(s) of the Project" means, with respect to a Project, the cost of construction, the cost of all lands, properties, rights, easements and franchises acquired which are deemed necessary for such construction, the cost of acquiring by purchase or condemnation any ferry which is deemed by the Board to be competitive with any bridge to be constructed, the cost of all machinery and equipment, financing charges, interest prior to and during construction and for one year after completion of construction, the cost of traffic estimates and of engineering data, engineering and legal expenses, the cost of plans, specifications and surveys, estimates of cost and of revenues, other expenses necessary or incident to determining the feasibility of practicability of the enterprise, administrative expense and such other expenses as may be necessary or incident to the financing latein authorized, the construction of the project, the placing of the project in operation and the condemnation of property necessary for such construction and operation.

"Credit or Liquidity Facility" means a line of tredit, a standby bond purchase agreement, a letter of credit, a reserve fund, a policy of bond insurance, a guaranty, a surety bond or any other similar type of credit or liquidity support or any budge or interest rate swap contract issued for the benefit of the Board or the Trustee to accure or to provide liquidity, a hedge or a swap with respect to any Notes and includes all of the documents or instruments pursuant to which such credit, liquidity, hedge or swap is provided.

"Credit or Liquidity Facility Account" means the Account of that name in the Debt Service Fund created pursuant to 506(a).

"Debt Service Fund" means the "Commonwealth Transportation Board Debt Service Fund - 2000 Master Indenture" created pursuant to Section 501(b).

"Debt Service Requirement" means, for any period of 12 consecutive months for which such determination is made, the aggregate of the amounts of Revenues required to be deposited

in the Debt Service Fund or paid by or on behalf of the Board under any Credit or Liquidity Facility; provided, however, that:

- (a) with respect to any Option Obligations, such Option Obligations will be assumed to mature on their stated dates of maturity;
- (b) with respect to Balloon Notes (excluding Bond Anticipation Notes), it will be assumed that the principal of such Balloon Notes, together with interest at the rate applicable to such Balloon Notes, will be payable in level debt service over a period of 10 years from the date the Balloon Notes were issued:
- (c) with respect to Bond Anticipation Notes, unless the payment thereof is in default, principal thereof, and any accrued but unpaid interest thereon, will be assumed to be repaid from Notes assumed to be issued not later than one year prior to the maturity of such Bond Anticipation Notes, the principal amount of such Notes together with interest thereon calculated at a rate equal to the current average yield on "AA" rated municipal revenue bonds maturing in 10 years, according to the then current index published by Municipal Market Data ("MMD") for the Business Day immediately preceding the date of such determination of Debt Service Requirement (provided that in the event MMD does not publish an index of the current yield on "AA" rated municipal revenue bonds maturing in 10 years, an alternative index or other source of current revenue bond yields may be selected by the Board) will be payable in level debt service over a period of 10 years from the assumed date of issuance;
- (d) with respect to Variable Rate Notes, the principal amount of such Notes together with interest calculated at a rate equal to the greater of (i) the actual interest rate on the Notes in effect on the date of their issuance, or (ii) the six-month average of The Bond Market Association (TBMA) index of variable rate obligation yields or any successor thereto (provided that in the event TBMA does not publish an index of variable rate obligation yields, an alternative index or other source of current variable rate obligation yields may be selected by the Board) will be payable in level debt service over a period of 10 years from the date of issuance thereof; and
- (c) with respect to obligations related to any Credit or Liquidity Facility, to the extent that such Credit or Liquidity Facility has not been used or drawn upon, or any drawing or use has been reimbursed in full to the provider, the principal and interest relating to such Credit or Liquidity Facility will not be included in the Debt Service Requirement; provided, however, that in any event any fees or other payments (other than termination payments) due with respect to any Credit or Liquidity Facility will be included in the Debt Service Requirement.

"Defeased Municipal Obligations" mean obligations of state or local government municipal bond issuers that are rated in the highest rating category by a Rating Agency, provision for the payment of the principal of and interest on which has been made by the deposit with a trustee or escrow agent of Government Obligations or Government Certificates, the maturing principal of and interest on which, when due and payable and without reinvestment,

will provide sufficient money to pay the principal of, redemption premium, if any, and interest on such obligations of state or local government municipal bond issuers.

"Defensed Municipal Obligation Certificate" means evidence of ownership of a proportionate interest in specified Defeased Municipal Obligations, which Defeased Municipal Obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any of its states acceptable to the Trustee in the capacity of custodian.

"Defeasance Obligations" mean noncallable (a) Government Obligations, (b) Government Certificates, (c) Defeased Municipal Obligations, and (d) Defeased Municipal Obligation Certificates.

"Event of Default" means any one or more of those events set forth in Section 801.

"Federal Fiscal Year" means the twelve-month fiscal year of the United States of America that commences on October 1 in each year and ends on September 30 of the following year.

"Federal Highway Reimbursements" means all federal-aid highway construction reimbursements and any other federal highway assistance received from time to time by the Commonwealth under or in accordance with Title 23 of the United States Code or any successor program established under federal law.

"Fiscal Year" means the fiscal year of the Board ending as of June 30 of each year or such other date as may be designated from time to time in writing by the Board to the Trustee.

"Fitch" means Fitch, Inc., its successors and assigns, and, if such entity shall no longer perform the function of a security rating agency, "Fitch" shall mean any other nationally recognized rating agency designated by the Hoard.

"Fund" means any fund established hercunder or under a Supplemental Indenture.

"General Assembly" means the General Assembly of the Commonwealth.

"Government Certificates" means evidences of ownership of proportionate interest in future interest or principal payments of Government Obligations, including depository receipts thereof. Investments in such proportionate interest must be limited to circumstances wherem (a) a bank or trust company acts as custodian and holds the underlying Government Obligations, (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying Government Obligations, and (c) the underlying Government Obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

"Government Obligations" means direct and general obligations of, or obligations the timely payment of which are fully and unconditionally guaranteed by, the United States of America.

"Holder" or "Noteholder" means the registered owner of any Note.

"Indenture" means this Master Indenture of Trust and all amendments and supplements thereto.

"Interest Account" means the Account of that name in the Debt Service Fund created pursuant to Section 506(a).

"Interest Payment Date" means, with respect to each Series of Notes, each date set forth in the applicable Supplemental Indenture with respect to such Series of Notes on which interest is payable.

November 19, 1996, from the Board to the initial Securities Depository and any amendments thereto or any successor agreements between the Board and any successor Securities Depository, relating to a book-entry system to be maintained by the Securities Depository with respect to each Series of Notes. Notwithstanding any provision of the Indenture, including Article X and Article XI of this Master Indenture, the Board may enter into any such amendment or successor agreement without the consent of Holders of the applicable Series of Notes.

"Master Indenture" means this Master Indenture dated as of October 1, 2000, by and between the Commonwealth Transportation Board and First Union National Bank, as trustee.

"Maximum Annual Debt Service" means, when used with reference to all Notes or a Series of Notes, as of any date of determination, the maximum Debt Service Requirement with respect to all such Notes then Outstanding for the then current Bond Year or any subsequent Bond Year during which such Notes are then scheduled to be Outstanding.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if such entity shall no longer perform the functions of a securities rating agency, "Moody's" means any other nationally recognized rating agency designated by the Board.

"Note" or "Notes" means any obligations or any other evidences of indebtedness for borrowed money issued from time to time pursuant to Section 201 and in accordance with Article IV and the terms of a Supplemental Indenture providing for the issuance thereof.

"Note Authorizing Resolution" means any resolution adopted by the Board authorizing the issuance of Notes under the Indenture and the execution and delivery of a Supplemental Indenture with respect thereto.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel.

"Opinion of Counsel" means a written opinion of an attorney or firm or firms of attorneys acceptable to the Trustee and the Board, and who (except as otherwise expressly provided herein) may be either counsel for the Board or for the Trustee.

"Option Obligations" mean any Notes that by their terms may be tendered by and at the option of the Owner or holder thereof for purchase before its stated maturity.

"Original Purchaser" means the person, persons, entity or entities designated in each Purchase Contract as the initial purchaser or purchasers, placement agent or placement agents of a Series of Notes or, if so designated in such Purchase Contract, the representatives or lead or managing underwriters or placement agents of such initial purchaser.

"Outstanding" means when used with reference to Notes or a Series of Notes, as of any date of determination, all Notes or all Notes of such Series theretofore authenticated and delivered except (a) Notes theretofore canceled by the Trustee or delivered to the Trustee for cancellation, (b) Notes that are deemed paid and no longer Outstanding as provided in Sextion 1202, (c) Notes in lieu of which other Notes have been issued pursuant to the provisions of the Indenture relating to Notes destroyed, stolen or lost, unless evidence satisfactory to the Trustee has been received that any such Note is held by a bona fide purchaser, (d) after any tender date as may be provided for in the applicable Supplemental Indenture, any Note held by a Noteholder who has given a tender notice or was required to tender such Note in accordance with the provisions of the applicable Supplemental Indenture and that was not so tendered and for which sufficient funds for the payment of the purchase price of which have been deposited with the Trustee, or any tender agent appointed under such Supplemental Indenture, and (e) for purposes of any consent or other action to be taken under the Indenture by the Holders of a specified percentage of principal amount of Notes, Notes held by or for the account of the Board, unless all of the Notes are held by or for the account of the Board.

"Paying Agent" means any commercial bank or trust company meeting the requirements for a successor trustee described in Section 906(d) that may be appointed by the Board, in a Supplemental Indenture, to act as a paying agent or a tender agent with respect to one or more Series of Notes. Absent any such appointment, the Trustee shall serve as the Paying Agent. The provisions governing the duties and responsibilities of any Paying Agent (including any duties and responsibilities of the Trustee when acting in such capacity in addition to those set forth in this Master Indenture) and the means for selecting or removing any Paying Agent will be set forth in the Supplemental Indenture pursuant to which such Series of Notes are issued.

"Payment Agreement" means the agreement between the Board, the Treasury Board and the Secretary of Finance of the Commonwealth, with respect to the request for appropriation of funds from the General Assembly of the Commonwealth for payment of debt service and other amounts, if any, with respect to the Notes.

"Payment of Notes" or "Payment of a Series of Notes" means payment in full of all principal or purchase price of, redemption premium, if any, and interest on the applicable Notes or Series of Notes.

"Principal Account" means the Account of that name in the Debt Service Fund created pursuant to Section 506(a).

"Project" means any project or projects designated from time to time in accordance with the Act for which the Hoard may provide funding from the proceeds of Notes, or obligations in anticipation thereof, or with respect to which the Board may allocate proceeds of Notes in accordance with the Act.

"Projected Federal Highway Revenues" means, as of any determination date, the annual average of Federal Highway Reimbursements projected by the Board to be received by the Commonwealth during the Federal Fiscal Year(s), commencing with the then current Federal Fiscal Year, remaining in any then enacted authorization period of the Federal-Aid Highway Program, or any successor thereto, provided that if any determination date occurs (a) during a Federal Fiscal Year that ends after expiration of such most recently enacted authorization period and (b) before enactment of authorization of Federal Highway Reimbursements, then Projected Federal Highway Revenues shall be equal to the Federal Highway Reimbursements actually received by the Commonwealth in the last Federal Fiscal Year ending before such expiration.

"Projected Revenues" means, with respect to a particular Fiscal Year, Federal Highway Reimbursements projected by the Board to be received by the Commonwealth during such Fiscal Year plus other Revenues, if any, that have been appropriated by the General Assembly, and in the case of a sum sufficient appropriation are projected by the Board to be required, with respect to the Notes for such Fiscal Year.

"Project Fund" means the "Commonwealth Transportation Board Project Fund ~ 2000 Master Indenture" created pursuant to Section 501(a).

"Purchase Contract" means, with respect to a Series of Notes, the contract of purchase between the Board and the Original Purchaser pertaining to the sale of such Series of Notes.

"Rating Agency" means, with respect to a Series of Notes, Fitch, Moody's or Standard & Poor's or any other nationally recognized credit Rating Agency specified in the related Supplemental Indenture, so long as such Rating Agency rates such Notes.

"Rebate Amount" shall have the meaning, if any, with respect to a Series of Notes set forth in the Supplemental Indenture providing for the issuance thereof.

"Rebate Fund" shall have the meaning, if any, set forth in any Supplemental Indenture.

"Redemption Account" means the Account of that name in the Debt Service Fund created pursuant to Section 506(a).

"Register" means, with respect to each Series of Notes, the registration books kept by the Trustee to evidence the registration and registration of transfer of such Series of Notes. "Responsible Officer" means an officer of the Trustee assigned to the Trustee's corporate trust department, including, without limitation, any Vice-President, any Assistant Vice-President, any Trust Officer, or any other officer performing functions similar to those performed by the persons who at the time shall be such officers and also means any other officer of the Trustee to whom any corporate trust matter is referred because of his knowledge of and familiarity with the particular subject.

"Revenues" means (a) any Federal Highway Reimbursements received from time to time by the Commonwealth, (b) at the discretion of the Board, to the extent required, legally available revenues of the Commonwealth's Transportation Trust Fund, and (c) such other funds, if any, which may be designated by the General Assembly to pay debt service on Notes.

"Securities Depository" means, initially, The Depository Trust Company, a corporation organized and existing under the laws of the State of New York, and any other securities depository for each Series of Notes designated in a Supplemental Indenture, and their successors.

"Series of Notes" or "Notes of a Series" or "Series" means a series of Notes issued pursuant to this Master Indenture and the terms of a Supplemental Indenture.

"Standard & Poor's" means Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., and its successors and assigns and, if such entity shall no longer perform the functions of a securities rating agency, Standard & Poor's means any other nationally recognized securities rating agency designated by the Board.

"Supplemental Indenture" means an indenture supplementing or modifying the provisions of the Indenture entered into by the Board and the Trustee in accordance with Article X of this Master Indenture.

"Tax-Exempt Notes" means any Notes with respect to which an Opinion of Bond Counsel was delivered in connection with the issuance thereof to the effect that the interest thereon was excludable from gross income for federal income tax purposes when issued.

"Treasury Board" means the Treasury Board of the Commonwealth, and its successors and assigns.

"Trust Estate" means the moneys and property pledged to the payment of the Notes, as described above in the granting clauses preceding Article I of this Master Indenture.

"Trustee" means First Union National Bank and any successor to its duties as trustee under the Indenture.

"Variable Rate Notes" means any Notes the interest on which is not established at the time of its issuance at a rate which is fixed until its maturity.

"Virginia Code" means the Code of Virginia of 1950, as amended, and any successor provisions of law.

Section 102. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Indenture:

- (a) Any reference berein to the Board, or any officer thereof shall include any persons or entities succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.
- (b) The use of the neuter, mesculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, mesculine and feminine gender.
- (c) Words importing the singular number shall include the plural number and vice versa.
- (d) Words importing the redemption or calling for redemption of Notes shall not be deemed to refer to or connote the payment of Notes at their stated maturity.
- (e) All references herein to particular articles or sections are references to articles or sections of this Master Indenture.
- (f) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Master Indenture nor shall they affect its meaning, construction or effect.
- (g) All references to terms such as herein, hereunder, hereto and hereby refer to this Master Indenture, as amended or supplemented.
- (h) All references herein to payment of Notes are references to payment of principal or, if applicable, purchase price of, and redemption premium, if any, and interest on Notes.
- (i) All references to the payment of the principal amount of Notes includes the payment of the Accreted Value of any Capital Appreciation Notes;
- (j) In any case where the principal amount of Notes is required to be determined, the Accreted Value of any Capital Appreciation Note at the time of such determination shall be treated as the Outstanding principal amount thereof.
- (k) All references herein to the time of day means Richmond, Virginia time, unless otherwise provided in the applicable Supplemental Indenture.

ARTICLE II FORM, EXECUTION, AUTHENTICATION AND REGISTRATION OF NOTES

Section 201. <u>Issuance</u>. The Board may issue Notes from time to time in one or more Series as provided in Article IV subject to any limitation than provided for by the Act, including

without limitation any maximum aggregate principal amount of Notes Outstanding at any time. Unless otherwise provided in the Supplemental Indenture providing for the issuance of a Series of Notes and in accordance with the Act, the Notes shall be designated "Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes" and shall bear an appropriate series designation.

Section 202. Form and Details of Notes. The designation, form and details of each Series of Notes and such other matters as the Board may deem appropriate shall be set forth in the Supplemental Indenture providing for the issuance thereof.

Section 263. Securities Depository Provisions. (a) Unless otherwise provided in the Supplemental Indenture providing for the issuance of the applicable Series of Notes, one certificate for each maturity of a Series of Notes will initially be issued and registered to the Securities Depository, or its numinee. The Board and the Trustee have entered into the Letter of Representations relating to a book-entry system to be maintained by the Securities Depository for each Series of Notes.

- In the event that (1) the Securities Depository determines not to continue to act as a securities depository for a Series of Notes by giving notice to the Trustee and the Board discharging its responsibilities hereunder, or (2) the Board in its sole discretion determines (A) that purchasers of such Series in book-entry form, herein called "beneficial owners," shall be able to obtain certificated Notes, or (B) to select a new Securities Depository, then the Trustee shall, at the direction of the Board, attempt to locate another qualified securities depository to serve as Securities Depository or authenticate and deliver certificated Notes of such Series to the beneficial Holders or to the Securities Depository participants on behalf of beneficial Holders substantially in the form provided in the applicable Supplemental Indenture, provided, however, that such form shall provide for interest on the Notes to be payable (A) from their dated date if such Notes are authenticated prior to their first Interest Payment Date, or (B) otherwise from the Interest Payment Date that is, or immediately precedes, the date on which such Notes are authenticated (unless payment of interest thereon is in default, in which case interest on such Notes shall be payable from the date to which interest has been paid). In delivering a certificated Series of Notes, the Trustee shall be entitled to rely on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Notes will then be registrable, transferable and exchangeable as set forth in Section 210.
- (c) So long as there is a Securities Depository for a Scries Notes (1) the Securities Depository or its nominee shall be the registered owner of such Series of Notes, (2) notwithstanding anything to the contrary in the Indenture, determinations of persons entitled to payment of principal or purchase price, redemption premium, if any, and interest, transfers of ownership and exchanges and receipt of notices shall be the responsibility of the Securities Depository and shall be effected pursuant to rules and procedures established by such Securities Depository, (3) the Board and the Trustee shall not be responsible or liable for maintaining supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants, (4) references in the Indenture to registered owners of such Series of Notes means such Securities Depository or its nominee and shall not mean the

heneficial owners of such Series Notes, and (5) in the event of any inconsistency between the provisions of the Indenture and the provisions of the Letter of Representations such provisions of the Letter of Representations, except to the extent set forth in this paragraph and the next preceding paragraph, shall control.

Section 204. Medium and Place of Payment. The principal or purchase price of, redemption premium, if any, and interest on the Notes shall be payable in currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal or purchase price of, redemption premium, if any, and interest on a Series of Notes shall be payable in the manner and at the place specified in the Supplemental Indenture providing for the issuance of such Series.

Section 205. Mutilated, Destroyed, Lost and Stolen Notes. If (a) any mutilated Note is surrendered to the Trustee or if the Board and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Board and the Trustee such security or indemnity as may be required by them to hold the Board and the Trustee harmless, then, in the absence of notice to the Board or the Trustee that such Note has been acquired by a bona fide purchaser and upon the Holder paying the reasonable expenses of the Board and the Trustee, the Board shall cause to be executed and the Trustee shall authenticate and deliver, in exchange for such mutilated Note or in lieu of such destroyed, lost or stolen Note, a new Note of the same Series and tenor. If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, then the Trustee may, in its discretion, pay such Note when due instead of delivering a new Note after receiving the evidence and indemnity described above.

Section 206. Execution and Authentication of Notes. All Notes shall be executed for and on behalf of the Board by its Chairman or Vice-Chairman and shall bear the official seal of the Board which shall be attested by its Secretary or Assistant Secretary. The signatures of the Chairman, Vice-Chairman, Secretary or Assistant Secretary and the seal may be mechanically, photographically or electronically reproduced on the Notes. If any officer of the Board whose signature appears on any Note ceases to be such officer before delivery thereof, such signature shall remain valid and sufficient for all purposes as if such officer had remained in office until such delivery. Unless otherwise provided in the Supplemental Indenture providing for the issuance of the applicable Series of Notes, each Note shall be authenticated manually by an authorized representative of the Trustee, without which authentication no Note shall be entitled to the benefits hereof.

Section 207. Exchange of Notes. Notes, upon presentation and surrender thereof to the Trustee together with written instructions satisfactory to the Trustee, duty executed by the registered Holder or his attorney duty authorized in writing, may be exchanged for an equal aggregate principal amount of fully registered Notes of the same Series and tenor.

Section 208. <u>Negotiability and Transfer of Notes</u>. (a) All Notes issued under the Indenture shall be negotiable, subject to the provisions for registration and registration of transfer thereof contained herein or in the Notes.

- (b) The Board shall cause the Register, with respect to each Series of Notes, to be maintained at the offices of the Trustee and shall provide for the registration and registration of transfer of any Note of such Series under such reasonable regulations as the Board or the Trustee may prescribe. The Trustee with respect to each Series of Notes shall maintain the Register for purposes of exchanging and registering Notes in accordance with the provisions hereof.
- (c) Each Note of a Series shall be registered or registered for transfer only upon the Register maintained by the Trustee, by the Holder thereof in person or by his attorney duly authorized in writing, upon presentation and surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Holder or his duly authorized attorney. Upon surrender for registration of transfer of any such Note, the Board shall cause to be executed and the Trustee shall authenticate and deliver, in the name of the transferee, one or more new Notes of the same Series, interest rate, maturity, principal amount and date as the surrendered Note, as fully registered Notes only.
- Section 209. Persons Deemed Owners. (a) Except as provided in the Supplemental Indenture providing for the issuance of the applicable Series of Notes, as to any Note, the person in whose name such Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or purchase price of, redemption premium, if any, and interest on any Note shall be made, as provided in the applicable Supplemental Indenture, only to or upon the written order of the registered Holder thereof, provided, that interest will be paid to the person shown as the registered Holder on the applicable record date for any Interest Payment Date. Such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the amount so paid.
- (b) In the event of a default by the Board in the payment of interest due on a Note on any Interest Payment Date, the Trustee may establish a special record date for the payment of such defaulted interest and, if so established, will send notice to the Noteholders not less than 10 days preceding such special record date.
- Section 210. <u>Provisions with Respect to Transfers and Exchanges</u>. (a) All Notes surrendered in any exchange or registration of transfer of Notes shall forthwith be canceled by the Trustee.
- (b) In connection with any such exchange or registration of transfer of Notes the Holder requesting such exchange or registration of transfer shall as a condition precedent to the exercise of the privilege of making such exchange or registration of transfer remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer.
- (c) Except with respect to Notes that are subject to optional tender or are purchased, paid or held by or on behalf of the issuer or provider of a Credit or Liquidity Facility, neither the Board nor the Trustee shall be obligated to register the transfer or exchange of any Note that has been or is being called for redemption in whole or in part.

- Section 211. Temporary Notes. (a) Until definitive Notes are prepared, the Board may execute and, upon request by the Board, the Trustee shall authenticate and deliver temporary Notes which may be typewritten, printed or otherwise reproduced in lieu of definitive Notes subject to the same provisions, limitations and conditions as definitive Notes. The temporary Notes shall be dated as provided in the applicable Supplemental Indenture, shall be in such denomination or denominations and shall be numbered as prepared and executed by the Board, shall be substantially of the tenor of the definitive Notes of such Series, but with such omissions, insertions and variations as the officers of the Board executing the same may determine, may only be issued in fully registered form, and may be issued in the form of a single Note.
- (b) Without unreasonable delay after the issuance of temporary Notes, if any, the Board shall cause the definitive Notes to be prepared, executed and delivered to the Trustee. Any temporary Notes issued shall be exchangeable for definitive Notes of such Series upon surrender to the Trustee at its principal corporate trust office (or such other location as may be designated by it) of any such temporary Note or Notes, and, upon such surrender, the Board shall execute and, upon delivery of a certificate of a Board Representative, the Trustee shall authenticate and deliver to the Holder of the temporary Note or Notes, in exchange therefor, a like face amount of definitive Notes of such Series in authorized denominations. Until so exchanged the temporary Notes shall in all respects be entitled to the same benefits as definitive Notes of such Series authenticated and issued pursuant hereto.
- (c) All temporary Notes surrendered in exchange for a definitive Note or Notes shall forthwith be canceled by the Trustee.
- Section 212. Non-Presentment of Notes; Unclaimed Amounts. (a) If any Note is not presented for payment when the principal or purchase price thereof becomes due (whether at maturity or call for redemption or otherwise), all liability of the Board to the Holder thereof for the payment of such Note shall be completely discharged if finds sufficient to pay such Note and the interest due thereon shall be held by the Trustee for the benefit of such Noteholder, and thereupon it shall be the duty of the Trustee to hold such funds subject to subsection (b) below, without liability for interest thereon, for the benefit of such Noteholder, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature under the Indenture or on, or with respect to, such Note.
- (b) Notwithstanding any provision of the Indenture to the contrary, moneys held by the Trustee for the payment of any applicable principal or purchase price of, redemption premium, if any, or interest on the Notes of any Series left unclaimed for five years after the date on which such payment is due shall be disposed of by the Trustee in accordance with the Uniform Disposition of Unclaimed Property Act (Chapter 11.1, Title 55 of the Virginia Code or any successor provisions thereto). The Holders of such Notes shall thereafter be entitled to look only to their remedies under such act, and all liability of the Board and the Trustee with respect to such moneys shall cease.

ARTICLE III TENDER OR REDEMPTION OF NOTES

Section 301. Right to Tender or Redeem. The Notes of a Series shall be subject to tender or redemption (whether optional, extraordinary, mandatory or otherwise pursuant to sinking fund redemption) prior to maturity at such times, if any, to the extent and in the manner provided herein and in the Supplemental Indenture providing for the issuance of such Series.

Section 302. Sinking Fund Redemption. Notes of a Series shall be subject to mandatory sinking fund redemption, if any, and shall be redeemed in the amounts, on the dates and in the years set forth in the Supplemental Indenture providing for the issuance of such Series.

Section 303. Notice of Tender or Redemption. (a) If less than all Notes of a Series are to be redeemed, and subject to the provisions of subsection (b) hereof, the Notes to be tendered or redeemed shall be identified by reference to the Series designation, date of issue, serial numbers and maturity date. Each notice of tender or redemption shall specify (1) the date fixed for redemption, (2) the principal amount of Notes or portions thereof to be redeemed, (3) the applicable redemption price, (4) the place or places of payment, (5) that payment of the principal amount and premium, if any, will be made upon presentation and surrender to the Trustee or Paying Agent, as applicable, of the Notes to be redeemed, unless provided otherwise in the applicable Supplemental Indenture, (6) that interest accrued to the date fixed for tender or redemption will be paid as specified in such notice, (7) that on and after said date interest on Notes which have been tendered or redeemed will cease to accrue, and (8) the designation, including Series, and the CUSIP and serial numbers, if any, of the Notes to be redeemed and, if less than the face amount of any such Note is to be redeemed, the principal amount to be redeemed. Notice of redemption of any Notes shall be given at the times and in the manner set forth in subsection (b) of this Section.

Except as may be provided otherwise in the Supplemental Indenture providing for the issuance of the applicable Series of Notes, any notice of tender or redemption shall be sent by the Trustee not less than 30 nor more than 60 days prior to the date set for tender or redemption by registered or certified mail (1) to the Holder of each such Note to be tendered or redeemed in whole or in part at his address as it appears on the Register, (2) to all organizations registered with the Securities and Exchange Commission as securities depositories, and (3) to at least two information services of national recognition which disseminate tender or redemption information with respect to securities with similar federal income tax treatment of the interest thereon. In preparing such notice, the Trustee shall take into account, to the extent applicable, the prevailing industry standards and any regulatory statement of any federal or state administrative body having jurisdiction over the Board, or the applicable securities industry, including without limitation Release No. 34-23856 of the Securities and Exchange Commission, or any subsequent amending or superseding release. Failure to give any notice specified in (1), or any defect therein, shall not affect the validity of any proceedings for the redemption of any Notes with respect to which no such failure has occurred and failure to give any notice specified in (2) or (3), or any defect therein, shall not affect the validity of any proceedings for the tender or redemption of any Notes with respect to which the notice specified in (1) is given correctly.

Section 304. Selection of Notes to be Tendered or Redeemed. Except as provided otherwise in the Supplemental Indenture providing for the issuance of the applicable Series of Notes, (a) if less than all Notes of a Series are to be tendered or redeemed, the maturities to be redeemed or the method of their selection shall be determined by the Board, and (b) if less than all such Notes of a single maturity are to be tendered or redeemed, such Notes to be redeemed will be selected by lot in such manner as the Trustee shall determine, or if such Notes are held in book-entry form, by the Securities Depository.

ARTICLE IV PLEDGE OF TRUST ESTATE; PARITY OF PLEDGE AND ISSUANCE OF NOTES

- Section 401. Pledge of Trust Estate; Parity of Pledge. (a) This Master Indenture constitutes a continuing, irrevocable pledge of the Trust Estate to secure payment of (1) the principal or purchase price of and redemption premium, if any, and interest on all Notes which may, from time to time, be Outstanding under this Master Indenture and (2) amounts due to or on behalf of the providers of any Credit or Liquidity Facility, subject only to the right of the Board to make application thereof to other purposes as provided herein.
- All Notes from time to time Outstanding hereunder shall in all respects be equally and ratably secured under this Master Indenture without preference, priority or distinction on account of the actual time or times of their authentication, delivery or maturity, so that all such Notes shall have the same right, lien and preference under and by virtue of this Master Indenture with like effect as if they had all been executed, authenticated and delivered simultaneously; provided, however, that a Credit or Liquidity Facility shall secure or provide liquidity or a hedge only with respect to the Notes for which it is provided. The amounts due to or on behalf of providers of any Credit or Liquidity Facility thereunder shall be secured by this Master indenture on parity with amounts due on Notes Outstanding; provided, however, that any termination payments due to or on behalf of providers of any Credit or Liquidity Facility under the terms thereof shall be secured by this Master Indenture on a basis subordinate to amounts due on Notes Outstanding. Nothing in this Master Indenture shall be construed as (1) requiring that any Notes bear interest at the same rate or in the same manner as any other Notes, have the same, or an earlier or later maturity or be subject to mandatory optional or extraordinary tender or redemption before maturity on the same basis as any other Notes, (2) prohibiting the Board from entering into financial arrangements designed to assure that funds will be available for the payment of certain Notes at their maturity, and (3) prohibiting the Board from pledging funds or assets other than those pledged under this Master Indenture or any Supplemental Indenture for the benefit of Notes.
- Section 402. <u>Issuance of Notes</u>. (a) Notes may be issued under this Master Indenture for the purpose of providing funds to pay or reimburse the Board for the Cost of any Project, to refund obligations, including without limitation Bond Anticipation Notes, previously issued by the Board under the Act (regardless of whether such obligations were issued pursuant to this Master Indenture), and to fund related financing expenses (including, without limitation, costs of

issuance with respect to Notes or any Credit or Liquidity Facility and any debt service reserves for any Notes).

- (b) The Board shall not issue any bonds, notes or other evidences of indebtedness or incur any obligation or indebtedness that will be secured by a pledge of the Trust Estate or other funds pledged by this Master Indenture to the payment of the Notes except for Notes issued under and in accordance with this Master Indenture; provided, however, that nothing contained in this Master Indenture shall prevent the Board from issuing or incurring (1) Bond Anticipation Notes or (2) indebtedness payable out of or secured by a pledge of the Trust Estate to be derived on and after such date as the pledge of the Trust Estate provided in this Master Indenture shall be discharged and satisfied as provided in Article XII.
- (c) Subject to the restrictions set forth in subsection (b) of this Section, the Board reserves the right in its sole discretion and without the consent of the Trustee or any Holder to issue from time to time bonds, notes and other evidences of indebtedness secured otherwise than by the Indenture for any authorized purpose of the Board.
- Section 403. <u>Conditions for Issuing Notes</u>; Additional Notes. Before the issuance and authentication of any Series of Notes, the Board shall deliver or cause to be delivered to the Trustee:
 - (a) In the case of the initial Series of Notes issued under this Master Indenture:
- (1) a certified copy of the Board's resolution authorizing execution and delivery of this Master Indenture;
 - (2) an original executed counterpart of this Master Indenture; and
- (3) an Opinion or Opinions of Counsel, subject to customary exceptions and qualifications, substantially to the effect that this Master Indenture has been duly authorized, executed and delivered by the Board.
- (b) An original executed counterpart of a Supplemental Indenture providing for the issuance of such Series of Notes which may include, without limitation, provisions (1) fixing the principal amount and setting forth the details of such Series of Notes, including the interest rate or rates and the manner in which the Series of Notes are to bear interest, the purposes for which such Series of Notes are being issued, the date and the manner of numbering such Notes, the series designation, the denominations, the maturity dates and principal maturities, the principal amounts required to be tendered or redeemed pursuant to any mandatory tender or redemption provisions or the manner for determining such principal amounts, and any provisions for optional or extraordinary tender or redemption before maturity; (2) for Credit or Liquidity Facilities and for any reserve and other Funds and Accounts to be established with respect to such Notes; (3) for the application of the proceeds of such Notes; (4) necessary or expedient for the issuance of Variable Rate Notes including, without limitation, tender and remarketing provisions, Credit or Liquidity Facility provisions and provisions for establishing the variable rate and changing interest rate modes; and (5) for such other provisions as the Board may deem appropriate

including, without limitation, conditions in addition to those set forth herein with respect to issuing any Series of Notes the issuance of which is authorized therein.

- (c) A certified copy of the Note Authorizing Resolution with respect to the issuance, execution and delivery of such Series of Notes and the related Supplemental Indenture and, in the case of a Series of Notes issued to retire or refund Notes or Bond Anticipation Notes, calling for redemption or payment of the obligations to be refunded, providing for the determination of any redemption dates and any required notice of redemption.
- (d) A certificate or certificates signed by the Chairman or Vice Chairman of the Board and dated the date of such issuance, to the effect that to the best of his or her knowledge:
- (1) upon and immediately following such issuance, no Event of Default under this Master Indenture, and no event or condition which, with the giving of notice or lapse of time or both, would become an Event of Default under this Master Indenture, will have occurred and be continuing, or, if such Event of Default or event or condition has occurred and is continuing, it will be cured upon the issuance of such Series of Notes;
- (2) all of the approvals, limitations, conditions and provisions precedent to the issuance of such Series of Notes in accordance with the Act or otherwise have been obtained, observed, met and satisfied;
- in the case of a Series of Additional Notes issued to retire or refund all or any portion of another Series of Notes, Bond Anticipation Notes or other obligations of the Board incurred pursuant to the Act ("Refunding Notes"), (A) proceeds of the Refunding Notes, together with any other available funds and earnings on any investment of such proceeds or funds, will be sufficient to pay the principal of and redemption premium, if any, on the obligations to be refunded ("Refunded Notes"), the interest that will accrue on the Refunded Notes to the respective redemption or maturity dates and the expenses incident to such retirement or refunding, or (B) if the principal or purchase price of and interest on the Refunded Notes will be paid from Revenues for a period (set by or to be determined in accordance with the Supplemental Indenture providing for the issuance of the Refunding Notes) after the issuance of the Refunding Notes, the proceeds of the Refunding Notes, together with any other available funds and earnings on any investment of such proceeds or funds, will be sufficient at the end of such period to pay the principal or purchase price of and redemption premium, if any, and accrued and unpaid interest on the Refunded Notes after the end of such period to their respective tender, redemption or maturity dates and the expenses incident to such retirement or refunding; and
- (4) in the case of any Series of Additional Notes (other than Refunding Notes the Debt Service Requirement with respect to which will be less than the Debt Service Requirement with respect to the related Refunded Notes in every Bond Year), either:
- (A) Projected Federal Highway Revenue's will be at least 3.0 times the Maximum Annual Debt Service with respect to all Notes, taking into account such Series of

Additional Notes, provided that such certification shall set forth the assumptions on which it is based; or

- (B) (i) the Board has agreed in a Supplemental Indenture, or will agree in the Supplemental Indenture providing for the issuance of such Series of Additional Notes, to exercise its discretion to request an appropriation from the General Assembly of amounts from the Commonwealth's Transportation Trust Fund to the extent required, together with other amounts available and appropriated therefor, to pay debt service on all Notes Outstanding, including such Series of Additional Notes, for each Fiscal Year in which Notes remain Outstanding, and (ii) written confirmation from each Rating Agency that the issuance of such Series of Additional Notes will not cause its credit rating on any Notes Outstanding immediately prior to such issuance to be lowered or withdrawn.
- (e) An original executed counterpart or certified true copy of (1) the Payment Agreement, in the case of the initial Series of Notes issued under this Master Indenture, or any amendment to the Payment Agreement, in the case of subsequent Series of Notes, delivered in connection with the issuance of such Notes, (2) if required by the Virginia Code or the Act, a Treasury Board resolution approving the sale of such Notes and, if applicable, authorizing execution of the Payment Agreement or any amendment thereto, and (3) if required by the Virginia Code or the Act, the Governor's approval of issuance of such Notes.
- (f) An original executed counterpart of any Credit or Liquidity Facility to be applicable with respect to any such Notes upon the issuance thereof.
- (g) An Opinion or Opinions of Counsel, subject to customary exceptions and qualifications, substantially to the effect that (1) the Supplemental Indenture delivered pursuant to this Section has been duly authorized, executed and delivered by the Board and complies in all respects with the requirements of this Master Indenture; and (2) the Payment Agreement, any amendment thereto and any Credit or Liquidity Facility delivered in connection with the issuance of the Notes has been duly authorized, executed and delivered by the parties thereto and constitutes a valid and binding obligation of such parties enforceable in accordance with its terms.
- (h) An Opinion of Bond Counsel, subject to customary exceptions and qualifications, that the issuance of such Notes has been duly authorized, that such Notes are valid and binding obligations of the Board entitled to the benefits and security of this Master Indenture and, if such Notes are to be Tax-Exempt Notes, that the interest on such Notes is excludable from gross income for purposes of federal income taxation or, if such interest is not excludable, that the issuance and the intended use of the proceeds of such Notes will have no adverse effect on the tax-exempt status of any Tax-Exempt Notes.
- (i) A request and authorization of the Board, signed by its Chairman or Vice Chairman, to the Trustee to authenticate and deliver such Notes as directed in the request upon payment to the Trustee for the account of the Board of the amount specified in the request.

Except for the requirements of subsections (d)(1) and (d)(2) (which may be waived by the Original Purchaser of such Notes by an instrument or concurrent instruments in writing signed by such Original Purchaser), none of the requirements in this Section may be waived without the consent of the Holders of a majority in aggregate principal, amount of the Notes then Outstanding.

ARTICLE V CREATION OF FUNDS; APPLICATION OF PROCEEDS; FUNDS AND ACCOUNTS

Section 501. Creation of Funds. There are established Funds designated as follows to be held by the Trustee:

- (a) Commonwealth Transportation Board Project Fund 2000 Master Indenture; and
- (b) Commonwealth Transportation Board Debt Service Fund 2000 Master Indenture.
- Section 502. Application of Proceeds. Subject to the provisions of Section 503(b), the Trustee shall apply the proceeds of any Series of Notes as provided in the Supplemental Indenture providing for the issuance of such Series. Supplemental Indentures providing for the issuance of a Series of Notes may provide for the establishment of Accounts or subaccounts in Funds or Accounts, as applicable, with respect to such Series.
- Section 503. Project Fund; BAN Repayment Account. (a) The Trustee shall deposit in the Project Fund a portion of the proceeds of each Series of Notes in the amount and manner directed under the Supplemental Indenture providing for the issuance of such Series. The Trustee shall maintain within the Project Fund the BAN Repayment Account (as described below) and such special accounts as may be provided for in any Supplemental Indenture. Deposits shall be made to the credit of the Project Fund and any special accounts as provided in the applicable Supplemental Indentures.
- (b) There is established by the Board within the Project Fund a special account, to be designated the BAN Repayment Account. All proceeds of Notes that are to be used for the payment of debt service on any Bond Anticipation Notes but which are not so used immediately upon issuance shall be held in the BAN Repayment Account until so used. Amounts in the BAN Repayment Account may be invested only in non-callable Defeasance Obligations that mature on or before the respective maturity dates of any Bond Anticipation Notes to be paid with proceeds of Notes. Cash and investments in the BAN Repayment Account shall be held in escrow and used for the payment of Bond Anticipation Notes.
- Section 504. Payments from Project Fund. The Trustee shall use money in the Project Fund (other than in the BAN Repayment Account) solely (i) to pay or reimburse the Board for the payment of any Costs of the Project, (ii) to pay or reimburse the Board for the payment of issuance costs with respect to the Notes or any Credit or Liquidity Facility or other

financing expenses, and (iii) to retire, refund or otherwise defease any indebtedness incurred by the Board in accordance with the Act (other than Bond Anticipation Notes), all as evidenced by requisitions and certificates as provided in this Section. As conditions precedent to each disbursement from the Project Fund, the Board shall file or cause to be filed with the Trustee:

- (a) A requisition, signed by a Board Representative, stating the name of the Person to whom the payment is to be made, the amount of the payment and the purpose in reasonable detail for which the obligation to be paid or reimbursed was incurred.
- (b) If money is being requested to pay or reimburse Costs of any Project, a certificate attached to such requisition, signed by a Board Representative, stating:
- (1) (A) that the obligation stated on the requisition has been incurred by the Board to pay Costs of the Project, (B) that the item is a proper charge against the Project Fund, and (C) that the obligation has not been the basis for a prior requisition which has been paid;
- (2) the payment of such requisition will not cause the aggregate amount requisitioned for any one Project to exceed the funding authorized in connection with the designation in accordance with the Act of such Project as a project to be financed with proceeds of the Notes; and
- (3) at the date of such certificate, no Event of Default has occurred which has not been cured or waived, and no event exists which, with notice or lapse of time or both, would constitute an Event of Default.
- (c) The Board will retain and will provide to the Trustee upon request, an invoice, canceled check or other appropriate evidence of the obligation described in the requisition required by subsection (a) of this Section.
- (d) If money is being requested from the Project Fund with respect to a Series of Tax-Exempt Notes to pay amounts specified in clause (iii) of the first sentence of this Section, an Opinion of Bond Counsel that such payment will not affect adversely the exclusion from gross income for federal income tax purposes of any Tax-Exempt Notes.

Upon receipt of each such requisition, certificate and invoice or other evidence, the Trustee shall make payment from the Project Fund in accordance with such requisition, provided that any amounts requisitioned to pay interest on the Notes shall be deposited in the Debt Service Fund and used to pay such interest in accordance with Section 506.

Section 505. <u>Disposition of Balance in Project Fund</u>. Upon the completion of all Projects, or the existence of amounts on deposit in the Project Fund in excess of the then current expenditure authorization for all Projects, in accordance with applicable Commonwealth statutes, and upon the Trustee's receipt of a certificate, signed by a Board Representative, stating the date of such completion or existence of such excess and which items of the Cost of the Projects, if any, have not been paid (including amounts reimbursable to the Board) and for the payment of

which money should be reserved in the Project Fund for such Project, the balance of any money remaining in excess of the amount to be reserved for payment of unpaid items of the Cost of the Projects shall, at the option of the Board, be applied to one of the following uses:

- (a) to transfer to the Rebate Fund any amounts representing earnings on proceeds of Notes deposited in the Project Fund required to pay applicable Rebate Amounts;
- (b) to deposit in a special account created in the Debt Service Fund to purchase or redeem Notes of the Series of Notes issued to provide such Project or Projects in accordance with Section 506; or
- (c) if the Board shall cause to be delivered to the Trustee an Opinion of Bond Counsel that the exclusion from gross income of interest on any Tax-Exempt Notes will not be adversely affected, to pay scheduled installments of debt service on such Series of Notes.
- Section 506. Dubt Service Fund. (a) The Debt Service Fund shall contain an Interest Account, a Principal Account, a Redemption Account and a Credit or Liquidity Facility Account with respect to each Series of Notes. The Board may in each Supplemental Indenture establish such other accounts within the Debt Service Fund, including a separate account for each Series of Notes, as the Board may determine desirable. The Trustee shall deposit in the Debt Service Fund the following:
- (1) any amounts transferred from the Project Fund as required or permitted by Section 504:
- (2) all payments or prepayments by or on behalf of the Board, with respect to Notes, received by the Trustee (excluding any payments of Trustee's fees and expenses, which the Trustee may apply to such purposes, and Rebate Amount, which shall be deposited in the appropriate Rebate Fund); and
- (3) any other amounts authorized to be deposited in the Debt Service Fund under a Supplemental Indenture including without limitation the portion of the proceeds of any Series of Notes to be used to retire, redeem, refund or otherwise defease any indebtedness (other than Bond Anticipation Notes) incurred by the Board.
- (b) The Board shall cause to be deposited into the Debt Service Fund, in accordance with Section 704, (i) to the Interest Account, by no later than any Interest Payment Date, an amount equal to the interest on the Notes to be paid on such Interest Payment Date, and (2) to the Principal Account, by no later than the date of any maturity, acceleration or mandatory sinking fund redemption of any Notes, an amount equal to the principal of the Notes to be paid so paid, accelerated or redeemed, (3) to the Redemption Account, by no later than the date that the Trustee must send notice of the applicable redemption, an amount equal to the principal or purchase price of, redemption premium, if any, and interest to be redeemed, except by mandatory sinking fund redemption and (4) to the Credit or Liquidity Facility Account, by no later than the due date of any payment under a Credit or Liquidity Facility, an amount equal to the payment to be made on such date. In any such case, the amount of such deposit may be reduced by the

moneys, including investment proceeds, on deposit in the applicable Account and by the amount beld by the Trustee to be transferred from another Fund or Account to such Account.

Service Fund to pay when due the principal or purchase price of and redemption premium, if any, and interest on the Notes then Outstanding, to redeem or purchase Notes in accordance with the applicable redemption provisions, and to make payments as and when due under any applicable Credit or Liquidity Facility. The Trustee shall make each deposit of money described in subparagraphs (1) and (3) of subsection (a) in a separate special account in the Debt Service Fund and shall use such money at the direction of the Board (1) to purchase or redeem Notes of the Series with respect to which such deposit was made at a price not exceeding 100% of the principal amount (or, in the event the current tender or redemption price established under the related Supplemental Indenture is higher, at a price not exceeding such tender or redemption price) plus accrued interest to the date of such redemption in the manner provided in any Supplemental Indenture, or (2) in such other manner permitted under this Master Indenture and in accordance with an Opinion of Bond Counsel that such use will not affect adversely the exclusion from gross income for federal income tax purposes of interest on any Tax-Exempt Notes.

Section 507. Other Funds and Accounts. Supplemental Indentures may provide for the establishment of such other Funds (including, without limitation, debt service reserves), and such other Accounts and subaccounts within Funds as the Board may determine desirable and may provide for deposits to and withdrawals from such other Funds, Accounts and subaccounts.

Section 508. Money to be Held in Trust. Except for any payments of the Trustee's fees and expenses, all money required to be deposited with or paid to the Trustee under the Indenture shall be held by the Trustee in trust, and, except for money deposited with or paid to the Trustee for (a) redemption of Notes, notice of the redemption of which has been duly given, (b) Payment of Notes in accordance with Article XII or (c) deposit in the Rebate Fund, and except as otherwise provided in an applicable Supplemental Indenture, shall be subject to the lien or security interest created by the Indenture.

Section 509. Discharge of Liability. In the event the principal of any Note becomes due, either at maturity, or at the date fixed for its tender or redemption, or otherwise, if money sufficient to pay such Note is on deposit in trust with the Trustee for the benefit of the Holder, all liability of the Board to the Holder for the payment of such Note shall forthwith cease and be completely discharged, and it shall be the duty of the Trustee to hold such funds, without liability for interest on them, for the benefit of the Holder of such Note who shall thereafter be restricted exclusively to such funds for any claim of whatever nature under this Master Indenture, the Supplemental Indentures or on, or with respect to, such Note.

ARTICLE VI SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 601. Security for Deposits. All amounts held: in the Funds created by this Indenture that are on deposit with any bank shall be secured continuously in the manner required by the Virginia Security for Public Deposits Act, Chapter 23 of Title 2.1 of the Virginia Code, or any successor provision of law.

Section 602. <u>Investment of Amounts in Funds</u>. (a) Subject to any other applicable provisions hereof, any Supplemental Indenture and the following subsections of this Section, any amounts held in the Funds shall be separately invested and reinvested by the Trustee, as directed by a Board Representative in the following, so long as such investments are authorized for investment of public funds by Chapter 18 of Title 2.1 of the Virginia Code or any successor provision of law:

- Government Obligations;
- (2) Government Certificates:
- (3) notes and other evidences of indebtedness issued or guaranteed by the United States government, an agency of the United States government or a United States government sponsored corporation;
- (4) notes and other evidences of indebtedness of the Commonwealth and securities unconditionally guaranteed as to the timely payment of principal and interest by the Commonwealth:
- (5) notes and other evidences of indebtedness that are direct general obligations of any county, city, town, district, authority or other public body of the Commonwealth upon which there is no default, and revenue bonds issued by agencies or authorities of the Commonwealth or its political subdivisions upon which there is no default, that meet the requirements of Virginia Section 2.1-327 or any successor provision of law and that are rated within the two highest rating categories by a Rating Agency;
- (6) notes and other evidences of indebtedness of any other state of the United States of America upon which there is no default and that meet the requirements of Virginia Code Section 2.1-328A.3 or any successor provision of law and that are rated within the two highest rating categories by a Rating Agency;
- (7) unter and other evidences of indebtedness of any city, county, town or district situated in any one of the states of the United States of America other than the Commonwealth upon which there is no default and that comply with the requirements of Virginia Code Section 2.1-328A.5 or any successor provision of law and that are rated within the two highest rating categories by the Rating Agency:

- (8) commercial paper with a maturity of 270 days or less, that complies with the requirements of Virginia Code Section 2.1-328.1 or any successor provision of law under guidelines approved by the Treasury Board;
- (9) bankers acceptances that comply with requirements of Virginia Code Section 2.1-328.4 or any successor provision of law;
- (10) time deposits, certificates of deposit or other interest bearing accounts of any commercial bank within the Commonwealth that is approved for the deposit of funds of the Commonwealth or any political subdivision thereof in accordance with Virginia Code Section 2.1-328.15 or any successor provision of law;
- (11) savings accounts and certificates of savings and loan associations that are under the supervision of the Commonwealth and are approved for the deposit of funds of the Commonwealth or any political subdivision thereof, or federal associations organized under the laws of the United States of America that are under federal supervision and that are approved for deposit of funds of the Commonwealth or any political subdivision thereof in accordance with Virginia Code Section 2.1-328.15 or any successor provision of law;
- (12) investments made pursuant to the Investment of Public Funds and Local Government Investment Pool Act, Article 7, Chapter 14, Title 2.1 of the Virginia Code (known as "LGIP");
- (13) investments made pursuant to the Government Non-Arbitrage Investment Act, Article 7.1, Chapter 14, Title 2.1 of the Virginia Code (known as "SNAP"); or
- (14) provided it or the provider thereof is rated in one of the two highest rating categories by a Rating Agency, any other investment permitted for the type of money to be invested if the Board is permitted by applicable law to make or enter into such investment.
- (b) Any investments described in subsections (a) (1), (2) and (3) of this Section may be held directly or in the form of securities of a money market fund or any management type investment company or investment trust registered under the Investment Company Act of 1940, as amended, provided that the portfolio of such investment company or investment trust is limited to evidences of such types of investments.
- (c) Notwithstanding any other provision hereof, any amounts held in the Debt Service Fund shall be separately invested and reinvested by the Trustee solely in investments described in subsections (a) (1), (2), (3), (4), (5), (10) and (11) of this Section, so long as such investments are authorized for investment of public sinking funds by Chapter 18 of Title 2.1 of the Virginia Code or any successor provision of law.
- (d) Any investments described in subsections (a) (1), (2) and (3) of this Section may be purchased by the Trustee or the Board pursuant to an overnight, term or open repurchase agreement with any (1) bank or trust company or a subsidiary trust company including an affiliate of the Trustee, within or without the Commonwealth having a combined capital, surplus

and undivided profits of not less than \$100,000,000 and which is insured by the Federal Deposit Insurance Corporation or any successor thereto, or (2) government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York and a member of the Security Investors Protection Corporation, or with a dealer or parent holding company that is rated "A" or better by a Rating Agency; provided that the obligation of the bank or dealer to repurchase shall not exceed the lesser of five years or the time the Trustee anticipates a need to liquidate such investment; and provided further that such obligation is considered a purchase of such securities even if title to and/or possession of such securities is not transferred to the Trustee or possession of such securities is not transferred to the Trustee or government bond dealer, so long as (A) the repurchase obligation is collateralized by the securities themselves, (B) such investments have at all times a fair market value equal to at least 100% of the amount of the repurchase obligation, including principal and interest, (C) such securities are held by a third party as agent for the benefit of the Trustee or the government bond dealer as fiduciary for the Holders and not as agent for the bank serving as Trustee in its commercial capacity, the government bond dealer or any other party and are segregated from securities owned generally by such third party, (D) the investments are not subject to liens or claims of third parties, and (E) a perfected security interest in such securities is created for the benefit of the Holders under the Uniform Commercial Code of Virginia or book entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq., as amended, in the investments is created for the benefit of the Holders.

- (e) Notwithstanding any other provision hereof, any amounts in the BAN Repayment Account shall be separately invested by the Trustee as described in Section 503(b).
- (f) Any such investments shall be held by or under the control of the Trustee and while so held shall be deemed a part of the Fund in which such amounts were originally held. The interest accruing thereon and any profit realized therefrom shall be credited to such Funds, and any loss resulting from such investments shall be charged to such Funds. The Trustee shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any Fund is insufficient for the purposes thereof.
- (g) Amounts held in the following Funds shall be invested in obligations described in this Section of the following maturities:
- (1) Project Fund not later than the dates on which such amounts will be needed to pay Costs of the Project, but in no event later than three years after the date of acquisition of the investment, provided that with respect to any amounts in the BAN Repayment Account, not than then the dates on which such amount will be needed to pay Bond Anticipation Notes;
- (2) Debt Service Fund not later than the dates on which such amounts will be needed to pay principal or purchase price of, redemption premium, if any, or interest on Notes, or amounts due under a Credit or Liquidity Facility, as applicable; and
- (3) Rehate Fund not later than the dates on which such amounts are needed to pay Rehate Amounts to the United States government.

- (h) For purposes of this Section investments shall be considered as maturing on the date on which they are redeemable without penalty at the option of the holder or the date on which the Trustee may require their repurchase pursuant to a repurchase agreement.
- (i) Unless otherwise provided in a Supplemental Indenture, for the purpose of determining the amount on deposit in any fund or account expressly established by this Master Indenture, investment obligations purchased with money in any such fund or account shall be valued at least semi-annually at their market price, exclusive of accrued interest.
- Section 603. <u>Investment Through Trustee's Bond Department</u>. The Trustee may make investments permitted hereunder through its own bond department or commercial banking department or those of its affiliates.
- Section 604. Transfer of Excess Amounts to the Board. Any amounts remaining in any Account of the Debt Service Fund for a Series of Notes, after Payment of such Series of Notes, the fees and expenses of the Trustee, Rebate Amounts and all other amounts required to be paid hereunder, shall be paid to the Board.

ARTICLE VII COVENANTS AND REPRESENTATIONS OF THE BOARD

- Section 701. Payment of Notes; Limited Obligations. (a) The Board covenants and agrees that it promptly will pay or cause to be paid the principal or purchase price of, redemption premium, if any, and interest on each Note issued hereunder at the place, on the dates and in the manner provided herein and in the applicable Supplemental Indenture and in such Note according to the terms thereof; provided, however, that such obligations are limited obligations of the Board and are payable solely from the Trust Estate.
- (b) Neither the faith and credit nor the taxing power of the Commonwealth or any political subdivision thereof is pledged to the payment of the principal or purchase price of or, redemption premium, if any, or interest on the Notes. The Board has no taxing power.
- (c) Except as otherwise expressly set forth herein, in addition to Notes issued in accordance with Section 402, the Board may issue, at any time and from time to time, in one or more series, other bonds, notes or obligations payable from and secured by property other than the Trust Estate.
- Section 702. General Representations. The Board represents that (a) it is duly authorized under the Constitution and laws of the Commonwealth, including particularly and without limitation the Act, to issue the Notes and to execute this Master Indenture, to enter into the Payment Agreement and to pledge the Trust Estate in the manner and to the extent set forth in this Master Indenture, (b) all action on its part necessary for the execution and delivery of this Master Indenture has been duly and effectively taken, and (c) the Notes in the hands of the Holders are and will be valid and enforceable obligations of the Board.

- Section 703. Appropriations Requests: Notice of Non-Appropriation. (a) The Board covenants and agrees to deliver to the Governor and the Director of the Department of Planning and Budget of the Commonwealth annually by December 1 a statement of the amount of principal or purchase price and interest coming due, or expected to come due, with respect to the Notes, any applicable payments coming due, or expected to come due, under a Credit or Liquidity Facility and all other amounts required to be paid pursuant to the Indenture, including without limitation any Rebate Amounts, during the next succeeding Fiscal Year or hiennial period, as applicable, and a request that the Governor include in his budget to be delivered to the next session of the General Assembly a provision that there be appropriated from Revenues legally available therefor at least such amounts for such purposes.
- (b) The Board covenants and agrees to use its best efforts to have (1) the Governor include, in each biennial or any supplemental budget the Governor presents to the General Assembly, the amounts set forth in subsection (a) of this Section, and (2) the General Assembly deposit, appropriate and reappropriate, as applicable, such amounts.
- (c) The Board covenants and agrees to cause any amounts received under any Credit or Liquidity Facility or as payments of any Rebate Amounts to be used for the intended purpose thereof.
- (d) The Board covenants and agrees to give prompt notice to the Trustee and each Rating Agency upon becoming aware of any failure by the General Assembly to appropriate for the next succeeding Fiscal Year or biennial period amounts sufficient to pay when due all principal and interest coming due, or expected to come due, on the Notes, any applicable payments coming due, or expected to come due, under a Credit or Liquidity Facility, and all other amounts required to be paid under the Indenture, including without limitation any Rebate Amounts during such period.
- Section 704. Flow of Revenues; Annual Coverage Certification. (a) The Board covenants and agrees to deposit all Revenues promptly upon receipt to a designated subaccount in the Commonwealth's Transportation Trust Fund. Subject to the provisions of subsection (c) of this Section, the Board covenants and agrees to transfer Revenues appropriated by the General Assembly with respect to the Notes, in amounts as provided by the Supplemental Indentures providing for the issuance of Notes then Outstanding, from such designated subaccount to the Trustee on or before the 25th day of each month for deposit in the applicable Fund or Account.
- (b) The Board covenants and agrees that on or before each November 15 a Board Representative shall provide to the Trustee and each Rating Agency (with copies to the Treasury Board and the Secretary of Finance of the Commonwealth) a certificate setting forth the amounts of the Projected Revenues for the next succeeding Federal Fiscal Year and the Debt Service Requirement for such next succeeding Bond Year, and any assumptions on which such amounts are based, and shall certify whether such Projected Revenues equal at least 1.5 times such Debt Service Requirement.

- If the Projected Revenues set forth on the certificate required by subsection (b) of this Section do not equal at least 1.5 times the Debt Service Requirement set forth on such certificate, the Board covenants and agrees to transfer all Revenues appropriated by the General Assembly with respect to the Notes then held in such designated subaccount to the Trustee on or before the 25th day of each month for deposit in the applicable Fund or Account, until in each Federal Fiscal Year there shall have been transferred an amount equal to the full Debt Service Requirement (including without limitation amounts to be paid by or on behalf of the Board under any Credit or Liquidity Facility) plus required deposits to any debt service reserve with respect to the then current Federal Fiscal Year and thereafter, for the balance of such Federal Fiscal Year, Revenues received by the Board shall be used as provided in subsection (d) of this Section: provided that the transfers required by this subsection (c) shall begin with the first month of the Fiscal Year with respect to which such certificate relates and provided further that such transfers required as a result of any particular certificate required by subsection (b) shall not begin or shall cease, as the case may be, upon certification by a Board Representative to the Trustee and each Rating Agency (with copies to the Treasury Board and the Secretary of Finance of the Commonwealth) that Projected Revenues equal at least 1.5 times the Debt Service Requirement with respect to the applicable Federal Fiscal Year.
- (d) Any Revenues (1) remaining immediately after the required transfers to the Trustee in accordance with subsection (a), or (2) received after all required transfers to the Trustee for such Fiscal Year in accordance with subsection (c), as applicable, may be used by the Board for any other authorized purposes.

Section 705. Performance of Covenants. The Board covenants that it faithfully will perform at all times any and all covenants, undertakings, stipulations and provisions on its part to be performed as provided herein, in each and every Note executed, authenticated and delivered hereunder and in all proceedings of the Board pertaining thereto; provided, however, that the liability of the Board under any such covenant, condition or agreement for any default or breach by the Board shall be limited solely to and satisfied solely from the Trust Estate and other legally available funds.

Section 706. Instruments of Further Assurance. The Board covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such instruments supplemental hereto and such further acts, instruments and transfers as the Trustee reasonably may require, or as a Supplemental Indenture may provide, for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee the Board's interest in and to the Trust Estate and all other property that is conveyed, pledged or assigned to secure or provide for the payment of the principal, premium, if any, and interest on the Notes in the manner and to the extent contemplated herein or therein.

Section 707. Covenants with Respect to Other Agreements. (a) The Board may make any such covenants and agreements as may be authorized by law that it may determine to be appropriate with any issuer or provider of a Credit or Liquidity Facility; provided that such covenants or agreements do not affect adversely the Holders of the Notes then Outstanding. Such covenants and agreements may be set forth in the applicable Supplemental Indenture and

shall be binding on the Board and all the Holders the same as if such covenants were set forth in full in this Master Indenture.

- (b) The Board agrees that it will not suffer, permit or take any action or do anything or fail to take any action or fail to do anything with respect to any Payment Agreement or Credit or Liquidity Facility that affects adversely the Holders of the Notes than Outstanding. The Board also agrees that it will fulfill its obligations, and will require the other parties thereto to perform its duties and obligations, under any Payment Agreement or Credit or Liquidity Facility. The Board further agrees that it will promptly notify the Trustee of any actual or alleged event of default under any Payment Agreement or Credit or Liquidity Facility and will notify the Trustee at least 30 days before the proposed effective date of any proposed termination or cancellation of any Payment Agreement or Credit or Liquidity Facility.
- Section 708. Financial Records and Statements. The Board covenants to maintain proper books of record and account in which full and correct entries shall be made in accordance with generally accepted accounting principles of all of its business and affairs. The Board shall have an annual audit made by the Auditor of Public Accounts of the Commonwealth or by independent certified public accountants of recognized standing chosen by the Auditor of Public Accounts and, within 120 days after the end of each Fiscal Year, shall furnish the Trustee copies of such audit.
- Section 709. Prohibited Activities. The Board covenants not to take any action, or approve the Trustee's making any investment or use of the proceeds of any Notes, which would cause any Tax-Exempt Note to be an "arbitrage bond" within the meaning of Section 148 of the Code. The Board covenants not to engage in any activities or take any action which might result in the income of the Board becoming taxable by any governmental entity or take any other action which might result in the interest on any Tax-Exempt Notes becoming includable in gross income of the recipients for purposes of federal income taxation.
- Section 710. Maintenance of Federal Eligibility. To the extent permitted by law, the Board covenants and agrees to use its best efforts to maintain the Commonwealth's eligibility to receive Federal Highway Reimbursements.

ARTICLE VIII DEFAULT AND REMEDIES

Section 801. <u>Events of Default</u>. Each of the following is hereby declared an "Event of Default" hereunder:

- (a) if payment by the Board in respect of any installment of interest on any Note shall not be made in full when the same becomes due and payable;
- (b) if payment by the Board in respect of the principal or purchase price of any Note shall not be made in full when the same becomes due and payable, whether at maturity or by proceedings for redemption or otherwise;

- (c) if the Board shall fail to observe or perform any covenant or agreement on its part under this Indenture for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Board by the Trustee, or to the Board and the Trustee by the Holders of at least 25% in aggregate principal amount of Notes then Outstanding; provided, however, that if the breach of covenant or agreement is one that cannot be completely remedied within such 60-day period, it shall not be an Event of Default as long as the Board has taken active steps within such 60-day period to remedy the failure and is diligently pursuing such remedy; and
- (d) if the Board shall institute proceedings to be adjudicated a bankrupt or insolvent, or shall consent to the institution of bankruptcy or insolvency proceedings against it, or shall file a petition or answer or consent seeking reorganization or relief under the Federal Bankruptcy Code or any other similar applicable federal or state law, or shall consent to the filing of any such petition or to the appointment of a receiver, liquidation, assignee, trustee or sequestrator (or other similar official) of the Board or of any substantial part of its property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.
- Section 802. Acceleration. Upon the occurrence and continuation of an Event of Default, the Trustee may, and if requested by the Holders of not less than 25% in aggregate principal amount of the Notes then Outstanding shall, by notice to the Board, declare the entire unpaid principal of and interest on the Notes due and payable and, thereupon, the entire unpaid principal of and interest on the Notes shall forthwith become due and payable. Upon any such declaration, the Board will forthwith pay to the Holders of the Notes the entire unpaid principal of and accrued interest on the Notes, but only from the Trust Estate.
- Section 803. Other Remedies and Enforcement of Remedies. (a) Upon the occurrence and continuance of any Event of Default, the Trustee may or, upon the written request of the Holders of not less than 25% in an aggregate principal amount of the Notes then Outstanding, together with indemnification of the Trustee to its satisfaction therefor shall, proceed forthwith to protect and enforce its rights and the rights of the Noteholders hereunder and under the Act and the Notes by such suits, actions or proceedings, as the Trustee, being advised by counsel, shall deem expedient, provided that any monetary remedies hereunder shall be limited to amounts, if any, in the Trust Estate, including but not limited to:
 - Civil action to recover money or damages due and owing;
- (2) Civil action to enjoin any acts or things, which may be unlawful or in violation of the rights of the Holders of the Notes; and
- (3) Enforcement of any other right of the Noteholders conferred by law, including the Act, or hereby, including, without limitation, by suit, action, injunction, mandamus or other proceedings to enforce and compel the performance by the Board of actions required by the Act or the Indenture.

(b) Regardless of the happening of an Event of Default, the Trustee, if requested in writing by the Holders of not less than 25% in aggregate principal amount of the Notes then Outstanding, shall upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient (1) to prevent any impairment of the security hereunder by any acts or omissions to act which may be unlawful or in violation hereof, or (2) to preserve or protect the interests of the Holders, provided that such request is in accordance with law and the provisions hereof and, in the sole judgment of the Trustee, is not unduly prejudicial to the interest of the Holders of Notes not making such request.

Section 804. Application of Moneys After Default. (a) During the continuance of an Event of Default, all moneys held and received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings which result in the collection of such moneys and of the fees, expenses and advances incurred or made by the Trustee with respect thereto, be applied according to the accrued debt service deposits or payments with respect to each such Series as follows:

Unless the principal of all Outstanding Notes shall have become due and payable;

First:

To the payment to the persons entitled thereto of all installments of interest then due on Notes in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference; and

Second:

To the payment to the persons entitled thereto of the unpaid principal amounts of any Notes that shall have become due (other than Notes previously called for redemption for the payment of which moneys are held pursuant to the provisions hereof), whether at maturity or by proceedings for redemption or otherwise or upon the tender of any Note pursuant to the terms of the Supplemental Indenture providing for the issuance of such Note, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Notes due on any date, then to the payment thereof ratably, according to the principal amounts due on such date, to the persons entitled thereto without any discrimination or reference.

- (2) If the principal of all Outstanding Notes shall have become due and payable, to the payment of the principal and interest then due and unpaid upon such Notes without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any such Note over any other such Note, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference.
- (b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the

Trustee shall determine in accordance with the Indenture, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates shall cease to accrue if so paid. The Trustee shall give such notice as it may deem appropriate in accordance with the Indenture of the deposit with it of any such moneys and of the fixing of any such date, including any special record date for the payment of defaulted interest, and shall not be required to make payment to the Holder of any Note until such Note shall be presented to the Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

(c) Whenever all Notes and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, then the balance shall be paid to the provider of a Credit or Liquidity Facility, if applicable, or to the Board or as a court of competent jurisdiction may direct.

Section 805. Remedies Not Exclusive. No remedy by the terms hereof conferred upon or reserved to the Trustee or the Noteholders is intended to be exclusive of any other remedy but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity or by statute, including the Act, on or after the date hereof.

Section 806. Remedles Vested in Trustee. All rights of action (including the right to file proof of claims) hereunder or under any of the Notes may be enforced by the Trustee without the possession of any of the Notes or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding instituted by the Trustee may be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Notes. Subject to the provisions of Section 804, any recovery or judgment shall be for the equal benefit of the Holders of the Outstanding Notes, provided that the proceeds received from or on behalf of any Credit or Liquidity Facility will be applied solely to the payment or purchase of Notes of the applicable Series.

Section 807. Control of Proceedings. If an Event of Default shall have occurred and be continuing, the Holders of a majority in aggregate principal amount of all Notes then Outstanding shall have the right, at any time, by any instrument in writing executed and delivered to the Trustee to direct the method and plans of conducting any proceeding to be taken with respect to the Trust Estate in connection with the enforcement of the terms and conditions hereof, provided that such direction is in accordance with law and the provisions hereof (including indemnity to the Trustee as provided herein) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interest of Noteholders not joining in such direction and provided further that nothing in this Section shall impair the right of the Trustee in its discretion to take any other action hereunder which it may deem proper in accordance with the Indenture and which is not inconsistent with such direction by Noteholders.

Section 808. <u>Individual Noteholder Action Restricted</u>. (a) No Holder of any Note of a Series shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust hereunder or for any remedy hereunder unless:

- (1) an Event of Default has occurred (A) under subsection (a) or (b) of Section 801 of which the Trustee is deemed to have notice, or (B) under subsection (c) or (d) of Section 801 as to which a Responsible Officer has actual knowledge or as to which the Trustee has been notified in writing by the Board;
- (2) the Holders of at least 25% in aggregate principal amount of Notes then Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted herein or to institute such action, suit or proceeding in its own name;
- (3) such Notsholders shall have offered the Trustee indemnity as provided in Section 902;
- (4) the Trustee shall have failed or refused to exercise the powers herein granted or to institute such action, suit or proceedings in its own name for a period of 60 days after receipt by it of such request and offer of indexunity; and
- (5) during such 60-day period no direction: inconsistent with such written request has been delivered to the Trustee by the Holders of a majority in aggregate principal amount of Notes then Outstanding in accordance with Section 807.
- (b) No one or more Holders of Notes shall have any right in any manner whatsoever to affect, disturb or prejudice the security hereof or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Holders of all Notes then Outstanding.
- (c) Nothing contained herein shall affect or impair, or be construed to affect or impair, the right of the Holder of any Note (1) to receive payment of the principal of or interest on such Note on or after the due date thereof, or (2) to institute suit for the enforcement of any such payment on or after such due date; provided, however, that no Holder of any Note may institute or prosecute any such suit or enter judgment therein if, and to the extent that, the institution or prosecution of such suit or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien hereof on the moneys, funds and properties pledged hereunder for the equal and ratable benefit of all Holders of Notes.

Section 809. Termination of Proceedings. In case any proceeding taken by the Trustee on account of an Event of Default shall have been discontinued or ahandoned for any reason or shall have been determined adversely to the Trustee or to the Noteholders, then the Board, the Trustee and the Noteholders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee and the Noteholders shall continue as if no such proceeding had been taken.

- Section 810. Waiver of Event of Default. (a) No delay or omission of the Trustee or of any Holder of the Notes to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article to the Trustee and the Holders of the Notes may be exercised from time to time and as often as may be deemed expedient by them.
- (b) The Trustee may waive any Event of Default with respect to the Notes, that in its opinion, shall have been remedied at any time, regardless of whether any suit, action or proceeding has been instituted, before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions hereof, or before the completion of the enforcement of any other remedy hereunder.
- (c) Notwithstanding anything contained herein to the contrary, the Trustee, upon the written request of Holders of at least a majority of the aggregate principal amount of Notes then Outstanding, shall waive any such Event of Default hereunder and its consequences; provided, however, that a default in the payment of the principal amount of, premium, if any, or interest on any such Note, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Notes then Outstanding of such Series to which an Event of Default applies if provided by Supplemental Indenture.
- (d) In case of any waiver by the Trustee of an Event of Default hereunder, the Hoard, the Trustee and the Notcholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to any one for waiving or refraining from waiving any Event of Default in accordance with this Section.
- Section 811. Notice of Default. (a) Promptly, but in any event within 30 days after (1) the occurrence of an Event of Default under Section 801(a) or (b), of which the Trustee hereby is deemed to have notice, or (2) receipt, in writing or otherwise, by a Responsible Officer of actual knowledge or notice of an Event of Default under Section 801(c) or (d), the Trustee shall, unless such Event of Default shall have theretofore been cured, give written notice thereof by first class mail to each Holder of Notes then Outstanding, provided that, except in the case of a default in the payment of principal amounts, mandating sinking fund installments, or the redemption price of or interest on any of the Notes, the Trustee may withhold such notice to the Holders if, in its sole judgment, in accordance with the Indenture, it determines that the withholding of such notice is in the best interest of the Holders of the Notes.
- (b) The Trustee shall promptly notify the Board of (1) the occurrence of an Event of Default under Section 801(a) or (b), and (2) when any Responsible Officer has received actual knowledge or notice from the Board, in writing or otherwise, of an Event of Default under Section 801(c) or (d).
- Section 812. <u>Inconsistent or Lack of Directions on Default</u>. Notwithstanding anything else herein to the contrary, if Holders of the Notes in Default do not direct remedies or

proceedings to be taken pursuant to this Article, the Trustee shall take whatever action, if any, pursuant to Section 802 and 803 it deems to be in the best interest of Noteholders without regard to the existence of any Credit or Liquidity Facility that may exist with respect to any or all Notes.

ARTICLE IX THE TRUSTEE

- Section 901. Acceptance of Trust; General. (a) By execution hereof, the Trustee shall evidence its acceptance of the powers, duties and obligations of the Trustee only as are specifically set forth herein. The Trustee shall have no duty, responsibility or obligation for the issuance of Notes or for the validity or exactness hereof, or of any other document relating to such issuance. The Trustee shall have no duty, responsibility or obligation for the payment of Notes except for payment in accordance with the terms and provisions hereof from, and to the extent of, funds which are held in trust by the Trustee for the purpose of such payment.
- (b) Prior to an Event of Default and after the curing or waiving of all Events of Default which may have occurred, the Trustee shall not be liable except for the performance of such duties as are specifically set forth herein. The Trustee shall have no liability for any act or omission to act hereunder, or under any other instrument or document executed pursuant hereto except for the Trustee's own negligent action, its own negligent failure to act or its own willful misconduct. The duties and obligations of the Trustee shall be determined solely by the express provisions hereof, and no implied powers, duties or obligations of the Trustee shall be read into this Indepture.
- (c) During an Event of Default, the Trustee shall exercise such of the rights and powers vested in it hereby, and shall use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.
- (d) The Trustee shall not be required to expend or risk its own funds or otherwise incur individual liability in the performance of any of its duties or in the exercise of any of its rights or powers as the Trustee, except as may result from its own negligent action, its own negligent failure to act or its own willful misconduct.
- (e) Notwithstanding any other provision hereof, the Trustee shall have no liability for any (1) error of judgment made in good faith by a Responsible Officer or Officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts, or (2) action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in principal amount of Notes then Outstanding, then existing relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee hereunder.
- Section 902. <u>Trustee Not Required to Take Action Unless Indemnified</u>. Except as expressly required herein (including the requirements of the next sentence) and other than making a draw on or in respect of any Credit or Liquidity facility or making debt service payments on the Notes, the Trustee shall be required neither to institute any suit or action or

other proceeding in which it may be a defendant, nor to take any steps to enforce its rights and expose it to liability, nor shall the Trustee be deemed liable for failure to take any such action, unless and until it shall have been indemnified, to its satisfaction, against any and all reasonable costs, expenses, outlays, counsel and other fees, other disbursements including its own reasonable fees and against all liability and damages. The Trustee nevertheless, may begin suit, or appear in and defend suit, or do anything else which in its judgment is proper to be done by it as the Trustee, without prior assurance of indemnity, and in such case the Board shall reimburse the Trustee for all reasonable costs, expenses, outlays, counsel and other fees and other reasonable disbursements including its own fees, and for all liability and damages suffered by the Trustee in connection therewith, except for the Trustee's own negligent action, its own negligent failure to act, its own willful misconduct or self-dealing constituting a breach of trust under applicable law. If the Trustee begins, appears in or defends such a suit, the Trustee shall give reasonably prompt notice of such action to the Board and shall give such notice prior to taking such action if possible. If the Board shall fail to make such reimbursement, the Trustee may reimburse itself for any costs and expenses in accordance with Section 908.

Section 903. Employment of Experts. The Trustee is hereby authorized to employ as its agents such attorneys at law, and other qualified independent consultants (who are not employees of the Trustee), as it may deem necessary to carry out any of its obligations becomender, and shall be reimbursed by the Board for all reasonable expenses and charges in so doing. The Trustee shall not be responsible for any misconduct or negligence of any such agent appointed with due care by the Trustee.

Section 904. Enforcement of Performance by Others. It shall not be the duty of the Trustee, except as herein specifically provided, to seek the enforcement of any duties and obligations herein imposed upon the Board.

Section 905. Right to Deal in Notes and Take Other Actions. The Trustee may in good faith buy, sell or hold and deal in any Notes with like effect as if it were not such Trustee and may commence or join in any action which a Holder is entitled to take with like effect as if the Trustee were not the Trustee. It is understood and agreed that the Trustee engages in a general banking business and no provision hereof is to be construed to limit or restrict the right of the Trustee to engage in such business with the Board or any Holder. So engaging in such business shall not, in and of itself, and so long as the Trustee duly performs all of its duties as required hereby, constitute a breach of trust on the part of the Trustee.

Section 906. Removal and Resignation of Trustee; Successor Trustee. (a) The Trustee may resign at any time. Written notice of such resignation shall be given to the Board and such resignation shall take effect upon the appointment and qualification of a successor Trustee. In the event a successor Trustee has not been appointed and qualified within 60 days after the date notice of resignation is given, the Trustee or the Board may apply to any court of competent jurisdiction for the appointment of a successor Trustee to act until such time as a successor is appointed as provided in this Section.

(b) In addition, the Trustee may be removed at any time by the Board by an instrument in writing so long as (1) no Event of Default shall have occurred and be continuing,

- and (2) the Board determines that the removal of the Trustee shall not have a material adverse effect upon the rights or interests of the Noteholders.
- (c) In the event of the resignation or removal of the Trustee or in the event the Trustee is dissolved or otherwise becomes incapable to act as the Trustee, the Board shall be entitled to appoint a successor Trustee pursuant to the provisions hereof. In such event, the successor Trustee shall cause notice to be mailed to the Holders of all Notes then Outstanding in such manner deemed appropriate by the Board. If the Trustee resigns, the resigning Trustee shall pay for such notice. If the Trustee is removed, is dissolved, or otherwise becomes incapable of acting as Trustee, the Board shall pay for such notice.
- (d) Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Trustee shall be a trust company or bank having the powers of (1) a trust company as to trusts, qualified to do and doing trust business within or without the Commonwealth and having an officially reported combined capital, surplus, undivided profits and reserves aggregating at least \$100,000,000, or (2) a subsidiary trust company under the Trust Subsidiary Act, Title 6.1, Article 3.1, of the Virginia Code whose parent Virginia bank holding company has undertaken to be responsible for the acts of such subsidiary trust company pursuant to the provisions of Section 6.1-32.7(a) of the Virginia Code or any successor provision of law, and whose combined capital, surplus and undivided profits, together with that of its parent Virginia bank or bank holding company, as in the case may be, aggregate not less than \$100,000,000,000, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.
- (e) Every successor Trustee howsnever appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Board an instrument in writing, accepting such appointment hereunder, and thereupon such successor Trustee, without further action, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, and such predecessor shall execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of such predecessor. The predecessor Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Trustee. The predecessor Trustee shall use its best efforts to transfer to the successor Trustee the trusts, funds and accounts hereunder in a prompt and orderly fashion, promptly deliver all records relating to the trust or copies thereof and promptly communicate all material information it may have obtained concerning the trust to the successor Trustee. Each successor Trustee, not later than 10 days after its assumption of the duties hereunder, shall mail a notice of such assumption to each Holder of a registered Note at the Trustee's expense.

Section 907. Proof of Claim. The Trustee shall have the right and power to act in its name or in the name and place of the Board or Holders to make proof of claim in any proceeding, bankruptcy, reorganization or otherwise where proof of claim may be required. Any amount recovered by the Trustee as a result of any such claim, after payment of all fees (including reasonable attorneys' fees), costs, expenses and advances incurred by the Trustee or its agents in pursuing such claim, shall be for the equal benefit of all the Holders of Notes Outstanding, except if such claim relates to a Credit or Liquidity Facility.

Section 908. Trustee's Fees and Expenses. The Board hereby agrees to pay fees to and expenses of the Trustee for its services hereunder as agreed to by the Board and the Trustee pursuant to the terms of a separate agreement. Any provision hereof to the contrary notwithstanding, if the Board fails to make any payment properly due the Trustee for its reasonable fees, costs, expenses and fees of attorneys, certified public accountants, recognized authorities in their field and agents (not employees of the Trustee) incurred in performance of its duties, the Trustee may reimburse itself from any surplus moneys on hand in any Fund or Account held by it, other than any amounts in the Debt Service Fund.

Section 909. Reliance Upon Documents. In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely upon and shall be protected in acting or refraining from acting in reliance upon any document, including but not limited to any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper officials of the Board, the Holders or agents or attorneys of the Holders; provided, that in the case of any such document specifically required to be furnished to the Trustee hereby, the Trustee shall be under a duty to examine the same to determine whether it conforms to the requirements hereof. The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond or other paper or document submitted to the Trustee; provided, however, the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may deem prudent. Whenever in the administration hereof, the Trustee shall deem it desirable that a matter be provided or established prior to taking or not taking any action hereunder, the Trustee (unless other evidence be specifically prescribed herein) may rely upon any document provided for in the Indenture. Except where other evidence is required hereby, any request or direction of the Board mentioned herein shall be sufficiently evidenced by a certified copy of such request executed by an Board Representative.

Section 910. Recitais and Representations. (a) The recitals, statements and representations contained herein or in any Note shall be taken and construed as made by and on the part of the Board and not by the Trustee, and the Trustee neither assumes nor shall be under any responsibility for the correctness of the same other than the Trustee's certification of authentication of any Notes.

(b) The Trustee makes no representation as to, and is not responsible for, the validity or sufficiency hereof or, except as herein required, the filing or recording or registering of any document. The Trustee shall be deemed not to have made representations as to the security afforded hereby or hereunder or as to the validity or sufficiency of such document. The Trustee shall not be concerned with or accountable to anyone for the use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof. The Trustee shall not be responsible or liable for any loss suffered in connection with the investment of any funds made by it in accordance with the provisions hereof. Except with respect to Events of Default described in Section 801(a) and (b) hereof, the Trustee shall have no duty of inquiry with respect to any default which constitutes or with notice or lapse of time or both would constitute an Event of Default without actual knowledge of a Responsible Officer or receipt by the Trustee

of written notice of a default which constitutes or with notice or lapse of time or both would constitute an Event of Default from the Board or any Holder.

- Section 911. Destruction of Notes. Upon payment of or surrender to the Trustee for cancellation of any Note, the Trustee shall destroy or register the cancellation of such Note. At least annually the Trustee shall deliver a certificate of such destruction or cancellation to the Board. Upon surrender of any Note to the Trustee for payment, such Note shall be canceled by the Trustee and delivered to the Trustee for destruction or register of cancellation.
- Section 912. Reports. The Trustee monthly shall prepare and submit to the Board reports covering all moneys received and all payments, expenditures and investments made as the Trustee hereunder since the last previous such report.
- Section 913. Merger, Conversion, Consolidation or Succession to Business. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the corporate trust department of the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto, and provided further that such corporation shall be bound by any agreements then in effect regarding the fees and expenses of the Trustee.
- Section 914. Paying Agent. Any Paying Agent appointed pursuant to a Supplemental Indenture will be entitled and subject to the same protections and standards of care as are set forth in this Article IX with respect to the Trustee.

ARTICLE X SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Noteholders. The Board and the Trustee may, without the consent of or notice to any of the Holders but subject to the provisions of Section 1004, enter into one or more Supplemental Indentures for one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission herein;
- (b) to correct or supplement any provision herein which may be inconsistent with any other provision herein;
- (c) to grant or confer upon the Holders any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon them;
- (d) to secure additional revenues or provide additional security or reserves for payment of the Notes;

- (e) to preserve the excludability of interest on any Notes from gross income for purposes of federal income taxes, pursuant to an Opinion of Bond Counsel that such action will not affect adversely such excludability:
- (f) to modify, amend or supplement this Indenture in such manner as required by or to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect or any state securities (Blue Sky) law, and, if they so determine, to add to this indenture such other terms, conditions and provisions as may be required by the Trust Indenture Act of 1939, as amended, or similar Federal statute or state securities law:
- (g) to modify, amend or supplement this Indenture in such manner as required to permit the Board to comply with the provisions of the Code relating to the rehate to the United States of America of carnings derived from the investment of the proceeds of Notes;
- (h) to modify, amend or supplement this Indenture in such manner as required by a Rating Agency to maintain their respective ratings on the Notes;
- (i) to authorize the issuance of and to secure one or more Series of Notes as provided in and upon compliance with Article IV, including, without limitation, providing for (1) the deposit and disbursement of the proceeds of such Notes, to pay the expenses of the issuance of such Notes and to pay the Cost of the Project to be financed by means of such Notes or to refund all or part of another Series of Notes, as the case may be, (2) the payment of the principal or purchase price of and redemption premium, if any, and interest on such Notes, and (3) such other changes necessary in connection with the issuance of such Notes as either (A) in the opinion of the Trustee, will not prejudice in any material respect the rights of the Holders of the Notes then Outstanding, or (B) will not cause any Rating Agency to lower or withdraw its credit rating on any Notes then Outstanding, as evidenced by written confirmation from each Rating Agency:
 - (j) to remove the Trustee in accordance with Section 906(b); and
- (k) to modify, amend or supplement the Indenture in any manner as either (1) in the opinion of the Trustee, will not prejudice in any material respect the rights of the Holders of the Notes then Outstanding, or (2) will not cause any Rating Agency to lower or withdraw its credit rating on any Notes then Outstanding, as evidenced by written confirmation from each Rating Agency.
- Section 1002. Supplemental Indentures Requiring Consent of Noteholders.

 (a) Other than Supplemental Indentures referred to in Section 1001 and subject to the terms and provisions and limitations contained in this Article and not otherwise, the Holders of not less than a majority in aggregate principal amount of the Notes of each Series may consent to or approve, from time to time, which consent to or approval shall be in writing and shall not be withheld unreasonably, anything contained herein to the contrary notwithstanding, the execution by the Board and the Trustee of such Supplemental Indentures as shall be deemed necessary and desirable by the Board for the purpose of modifying, altering, amending, adding to or rescinding

any of the terms or provisions with respect to such Series contained in the Indenture, provided, however, nothing in this Section shall permit or be construed as permitting a Supplemental Indenture which would:

- (1) extend the stated maturity of or time for paying the interest on any Note or reduce the principal amount of or the redemption premium or rate of interest payable on any Note without the consent of the Holder of such Note;
- (2) prefer or give a priority to any Note over any other Note without the consent of the Holder of each Note then Outstanding not receiving such preference or priority, except as to the issuer or provider of any Credit or Liquidity Facility; or
- (3) reduce the aggregate principal amount of Notes then Outstanding the consent of the Holders of which is required to authorize such Supplemental Indenture without the consent of the Holders of all Notes then Outstanding.
- (b) If at any time the Board shall request the Trustee to enter into a Supplemental Indenture pursuant to this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by first class mail, postage prepaid, to all Holders of Notes of any affected Series then Outstanding at their addresses as they appear on the Register. The Trustee, however, shall not be subject to any liability to any Noteholder by reason of its failure to mail, or the failure of such Noteholder to receive, the notice required by this Section, and any such failure shall not affect the validity of such Supplemental Indenture when consented to and approved as provided in this Section. Such notice shall set forth briefly the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the office of the Trustee for inspection by all Noteholders.
- (c) If within such period, not exceeding three years, as shall be prescribed by the Board, following the first giving of a notice as provided in (b) above, the Trustee shall receive an instrument or instruments purporting to be executed by the Holders of not less than the aggregate principal amount or number of Notes specified in subsection 1102(a) for the Supplemental Indenture in question which instrument or instruments shall refer to the proposed Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustee, thereupon, but not otherwise, the Trustee may execute such Supplemental Indenture in substantially such form, without liability or responsibility to any Holder of any Note, regardless of whether such Holder shall have consented thereto.
- (d) Any such consent shall be binding upon the Holder of the Note giving such consent and upon any subsequent Holder of such Note and of any Note issued in exchange therefor (regardless of whether such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Holder of such Note giving such consent or by a subsequent Holder thereof by filling with the Trustee, prior to the execution by the Trustee of such Supplemental Indenture, such revocation. At any time after the Holders of the required principal amount or number of Notes shall have filed their consents to the Supplemental Indenture, the

Trustee shall make and file with the Board a written statement to that effect. Such written statement shall be conclusive that such consents have been so filed.

- (e) If the Holders of the required principal amount or number of the Notes Outstanding shall have consented to and approved the execution of such Supplemental Indenture as herein provided, no Holder of any Note shall have any right to object to the execution thereof, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof or to enjoin or restrain the Trustee or the Board from executing the same or taking any action pursuant to the provisions thereof.
- Section 1003. Execution and Effect of Supplemental Indentures. (a) The Trustee shall not unreasonably refuse to enter into any Supplemental Indenture permitted by this Article.
- (b) Upon the execution and delivery of any Supplemental Indenture in accordance with this Article, the provisions hereof shall be modified in accordance therewith and such Supplemental Indenture shall form a part hereof for all purposes and every Holder of a Note theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.
- (c) Any Note authenticated and delivered after the execution and delivery of any Supplemental Indenture in accordance with this Article may, and if required by the Board or the Trustee shall, bear a notation in form approved by the Board and Trustee as to any matter provided for in such Supplemental Indenture. If the Board shall so determine, new bonds so modified as to conform in the opinion of the Trustee and the Board to any such Supplemental Indenture may be prepared and executed by the Board and authenticated and delivered by the Trustee in exchange for and upon surrender of the Notes then Outstanding.

Section 1004. Opinions of Counsel. The Trustee shall not execute any Supplemental Indenture unless there shall have been filed with the Trustee (a) an Opinion of Bond Counsel to the effect that the execution of such Supplemental Indenture will not cause the interest on any Tax-Exempt Notes to become includable in the gross income of the Holders thereof for federal income tax purposes, and (b) an Opinion or Opinions of Counsel stating that such proposed Supplemental Indenture is authorized or permitted by this Master Indenture and complies with its terms and that upon execution it will be valid and binding upon the Board and the Trustee in accordance with its terms. The Trustee shall be entitled to rely upon each such Opinion of Bond Counsel and Opinion of Counsel.

ARTICLE XI AMENDMENT OF OTHER AGREEMENTS

Section 1101. Amendment of Other Agreements Not Requiring Consent of Holders. The Board and the Trustee may, without the consent of or notice to the Holders but subject to the provisions of Section 1104, consent to any amendment, change or modification of the Payment Agreement and any Credit or Liquidity Facility as may be required:

(a) by the provisions of the Payment Agreement, any Credit or Liquidity Facility, this Master Indenture or any Supplemental Indenture;

- (b) in connection with an amendment of the Indenture;
- (c) to effect any event or purpose for which there could be an amendment of the Indenture pursuant to Section 1001; or
- (d) in connection with any other change therein which either (1) in the opinion of the Trustee, will not prejudice in any material respect the rights of the Holders of the Notes Outstanding, or (2) will not cause any Rating Agency to lower or withdraw its credit rating on any Notes then Outstanding, as evidenced by written confirmation from each Rating Agency.
- Except for the amendments, changes or modifications set forth in Section 1101 and subject to the provisions of Section 1104, neither the Board nor the Trustee shall consent to any amendment, change or modification of any Payment Agreement or Credit or Liquidity Facility without the consent of (1) the Holder of a majority in aggregate principal amount of Notes then Outstanding, or (2) in case less than all of the Notes then Outstanding are affected by the amendment, change or modification, the Holders of a majority in aggregate principal amount of the Notes so affected then Outstanding. Any such consent shall be given and procured as provided in Section 1103. If at any time the Board shall request the consent of the Trustee to any such proposed amendment, change or modification of any Payment Agreement or Credit or Liquidity Facility, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be give in the same manner as provided by Section 1103. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying them are on file at the principal corporate trust office of the Trustee for inspection by all Holders.
- (b) Notwithstanding anything to the contrary contained in this Master Indenture, the Board and the Trustee may consent to any amendment, change or modification of any Payment Agreement or Credit or Liquidity Facility upon receipt of the consent of all of the Holders of the Notes then Outstanding.
- Section 1103. <u>Limitation on Amendments</u>. No amendment, change or modification may decrease the limited obligation of the Board, as provided herein, to pay amounts sufficient to pay the principal or purchase price of and redemption premium, if any, and interest on Notes when due.
- Section 1104. Opinions of Counsel. The Trustee shall not execute any amendment, change or modification to any Payment Agreement or Credit or Liquidity Facility unless there shall have been filed with the Trustee (a) an Opinion of Bond Counsel to the effect that the execution of any such proposed amendment, change or modification will not cause the interest on any Tax-Exempt Notes to become includable in the gross income of the Holders thereof for federal income tax purposes, and (b) an Opinion or Opinions of Counsel stating that such proposed amendment, change or modification is authorized or permitted by this Master Indenture and complies with its terms and that upon execution it will be valid and binding upon the party or parties executing it in accordance with its terms.

ARTICLE XII SATISFACTION AND DISCHARGE

(a) If payment of all principal or purchase price of, Section 1201, Discharge. redemption premium, if any, and interest on any Notes in accordance with their terms and as provided herein is made, or is provided for in accordance with this Article, and if all other sums payable by the Board hereunder with respect to such Notes shall be paid or provided for, then the liens, estates and security interests granted hereby shall cease with respect to such Notes; provided, however, that the rebate provisions, if any, of the related Supplemental Indenture shall survive so long as there is any amount due to the federal government pursuant to the provisions of such Supplemental Indenture. Thereupon, upon the request of the Board, and upon receipt by the Trustee of an Opinion of Counsel stating that all conditions precedent to the satisfaction and discharge as provided above of the lien hereof have been satisfied with respect to such Notes, the Trustee shall execute and deliver proper instruments acknowledging such satisfaction and discharging the lien hereof with respect to such Notes. If the lieu hereof has been discharged with respect to all Notes, the Trustee shall transfer all property held by it hereunder, other than moneys or obligations held by the Trustee for payment of amounts due or to become due on the Notes to or on behalf of the Board or such other person as may be entitled thereto as their respective interests may appear. Such satisfaction and discharge shall be without prejudice to the rights of the Trustee thereafter to charge and be compensated or reimbursed for services rendered and expenditures incurred in connection herewith.

(b) The Board may at any time surrender to the Trustee for cancellation any Notes previously authenticated and delivered which the Board at its option may have acquired in any manner whatsoever and such Note upon such surrender and cancellation shall be deemed to be paid and retired.

Section 1202 Providing for Payment of Notes. (a) Payment of Notes may be provided for by the deposit with the Trustee of cash and noncallable Defeasance Obligations. Payment of Notes shall be so provided for when the aggregate of amounts in the applicable Account or Accounts of the Debt Service Fund together with other amounts available for such purpose hereunder is sufficient, in the determination of the Trustee based on such evidence as it reasonably may require, to so provide. The cash and the maturing principal and interest income on such noncallable Defeasance Obligations shall be sufficient and available to pay when due the principal of, whether at maturity or upon fixed redemption dates, and premium, if any, and interest on such Notes. The moneys and noncallable Defeasance Obligations shall be held by the Trustee irrevocably in trust for the Holders of such Notes solely for the purpose of paying the principal or purchase price of, and redemption premium, if any, and interest on such Notes as the same shall mature or become payable upon prior redemption, and, if applicable, upon simultaneous direction, expressed to be irrevocable, from the Board to the Trustee as to the dates upon which any such Notes are to be redeemed prior to their respective maturities.

- (b) The Trustee shall receive from or on behalf of the Board an accountant's verification report as to the sufficiency of moneys and investments to provide for Payment of a Series of Notes in the case of a defeasance thereof.
- (c) If Payment of Notes is so provided for, the Trustee shall mail a notice so stating to each Holder of such Note.
- (d) Notes the Payment of which has been provided for in accordance with this Section shall no longer be deemed Outstanding hereunder. The obligation of the Board in respect of such Notes shall nevertheless continue but the Holders thereof shall thereafter be entitled to payment only from the moneys and Defeasance Obligations deposited with the Trustee to provide for the payment of such Notes.
- (e) Payment of a Note may not be so provided for if, as a result thereof or of any other action in connection with which the provision for payment of such Note is made, the interest payable on any Tax-Exempt Note is made includable in gross income for federal income tax purposes. The Trustee shall receive and may rely upon an Opinion of Bond Counsel to the effect that the provisions of this paragraph will not be breached by so providing for the payment of any Notes.

Section 1203. Payment of Notes After Discharge. Notwithstanding the discharge of the lien hereof as in this Article, the Trustee nevertheless shall retain such rights, powers and duties hereunder as may be necessary and convenient for the payment of amounts due or to become due on the Notes, including pursuant to any mandatory sinking fund redemptions, and the registration, transfer, exchange and replacement of Notes as provided herein. Nevertheless, any moneys held by the Trustee for the payment of the principal or purchase price of, redemption premium, if any, or interest on any Note remaining unclaimed for five years after such payment has become due and payable, or such other period provided by law, whether at maturity or upon proceedings for redemption, shall be disposed of pursuant to the provisions of Section 212. After discharge of the lien hereof, but prior to payment of such amounts to Holders or as provided pursuant to Section 212, the Trustee shall invest such amounts in Defeasance Obligations for the benefit of the Board.

ARTICLE XIII MISCELLANEOUS

Section 1301. Evidence of Acts of Noteholders. (a) Any request, direction, consent or other instrument provided hereby to be signed and executed by the Noteholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Noteholders in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes hereof and shall be conclusive in favor of the Trustee and the Board with regard to any action taken by them, or either of them, under such request or other instrument, namely:

- (1) the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction, that the person signing such writing acknowledged before him the execution thereof, or by the affidavit of a witness of such execution; and
 - (2) the ownership of all Notes shall be proved by the Register.

Nothing in this Section 1301 shall be construed as limiting the Trustee to the proof herein specified, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient.

(b) Any action taken or suffered by the Trustee pursuant to any provision hereof, upon the request or with the assent of any person who at the time is the Holder of any Note or Notes shall be conclusive and binding upon all future Holders of the same Note or any Notes refunding such Note.

Section 1302. <u>Limitation of Rights</u>. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Note is intended or shall be construed to give to any person other than the parties hereto and the Holders of the Notes, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Holders of the Notes as herein provided.

Section 1303. Notice to Rating Agency. The Trustee hereby agrees that if at any time (a) the Board shall redeem the entire principal amount of the Notes Outstanding hereunder prior to maturity, (b) a successor Trustee is appointed hereunder, or (c) the Noteholders shall consent to any amendment to this Indenture or shall waive any provision of this Indenture then, in each case, the Trustee promptly will give notice of the occurrence of such event to each Rating Agency rating the Notes, which notice in the case of an event referred to in clause (c) hereof shall include a copy of such amendment or waiver.

Section 1304. Severability. If any one or more sections, clauses, sentences or parts bereof shall for any reason be questioned in any court of competent jurisdiction and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, or the Notes issued pursuant herefo, but shall be confined to the specific sections, clauses, sentences and parts so adjudged.

Section 1305. Holidays. Except as may be provided in a Supplemental Indenture with respect to a particular Series of Notes, when the date on which principal of or interest or premium on any Note is due and payable is a day which is not a Business Day, payment may be made on Notes on the next Business Day with effect as though payment were made on the due date, and, if such payment is made, no interest shall accrue from and after such due date. When any other action is provided herein to be done on a day named or within a time period named, and the day or the last day of the period falls on a day other than a Business Day, it may be

performed on the next Business Day with effect as though performed on the appointed day or within the specified period.

Section 1306. Governing Law. This Indenture and the Notes are contracts made under the laws of the Commonwealth and shall be governed and construed in accordance with the laws of the Commonwealth.

Section 1307. <u>Notices</u>. (a) Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first class mail, postage prepaid and addressed as follows:

(1) If to the Board, addressed to:

Commonwealth Transportation Board c/o Department of Transportation 1401 East Broad Street, 3rd Floor Richmond, Virginia 23219
Attention: Chairman Telephone: 804/_____

(2) If to the Trustee, sent by registered or certified mail addressed to:

First Union National Bank 800 East Main Street Richmond, Virginia 23219

Facsimile: 804/____

Attention: Corporate Trust Administration

Telephone: 804/_______
Facsimile: 804/______

- (3) If to the registered Holder of a Note, addressed to such Holder at the address shown on the Register kept by the Trustee.
- (b) The Board and the Trustee may from time to time by notice in writing to all parties to the Indenture designate a different address or addresses for notice hereunder.

Section 1308. Counterparts. The Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 1309. Immunity of Individuals. No recourse shall be had for the payment of the principal or purchase price of, redemption premium, if any, or interest on any of the Notes or for any claim based thereon or upon any obligation, covenant or agreement herein against any past, present or future member, officer, employee, agent or consultant of the Board, whether directly or indirectly and all such liability of any such individual as such is hereby expressly

waived and released as a condition of and in consideration for the execution hereof and the issuance of the Notes.

Section 1310. <u>Binding Effect</u>. This instrument shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns subject to the limitations contained herein.

IN WITNESS WHEREOF, the Board has caused these presents to be signed in its name and on its behalf and attested by its duly authorized officers, and, to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer, all as of the day and year first above written.

BOARD

By:	
Chairman	
FIRST UNION NATIONAL BANK, as Trustee	
Ву:	
Its:	-

COMMONWEALTH TRANSPORTATION

FIRST SUPPLEMENTAL INDENTURE OF TRUST

between

COMMONWEALTH TRANSPORTATION BOARD

and

FIRST UNION NATIONAL BANK, as Trustee

Dated as of October 1, 2000

Authorizing and Providing for the Issuance of S______Commonwealth of Virginia
Federal Highway Reimbursement Anticipation Notes, Series 2000

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This FIRST SUPPLEMENTAL INDENTURE OF TRUST, dated as of October 1, 2000, is made by and between the COMMONWEALTH TRANSPORTATION BOARD, (the "Board") and FIRST UNION NATIONAL BANK, a national banking association having a corporate trust office in Richmond, Virginia, as trustee (the "Trustee");

WITNESSETH:

WHEREAS, the Board and the Trustee have entered into a Master Indenture of Trust, dated as of October 1, 2000 (the "Master Indenture"), under which the Board has provided for the issuance of Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes from time to time to provide funding for certain transportation projects and to refund obligations incurred by the Board for such purposes;

WHEREAS, the Board has determined to issue a series of notes under the Master Indenture in the aggregate principal amount of \$______ (the "Series 2000 Notes") to provide funding, together with other available funds, to finance transportation projects in accordance with the Act;

WHEREAS, the Master Indenture provides that, in connection with the issuance of a Series of Notes, the Board shall execute and deliver to the Trustee a Supplemental Indenture authorizing such Series of Notes and setting forth the terms and provisions thereof; and

WHEREAS, all things necessary to make the Series 2000 Notes valid and binding limited obligations of the Board, when authenticated by the Trustee and issued as provided in this First Supplemental Indenture, and to constitute this First Supplemental Indenture a valid and binding agreement authorizing, providing for the details of and securing the payment of the principal of and redemption premium, if any, and interest on the Series 2000 Notes, have been done and performed;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH that the Board covenants and agrees with the Trustee and with the Holders, from time to time, of the Series 2000 Notes, as follows:

ARTICLE I FIRST SUPPLEMENTAL INDENTURE

- Section 1.1 Authorization of First Supplemental Indenture. This First Supplemental Indenture is authorized and executed by the Board and delivered to the Trustee pursuant to and in accordance with Section 403(b) of the Master Indenture. All terms, covenants, conditions and agreements of the Master Indenture shall apply with full force and effect to the Series 2000 Notes, except as otherwise provided herein.
- Section 1.2 <u>Definitions.</u> Except as otherwise defined herein all capitalized words and terms used in this First Supplemental Indenture shall have the meanings set forth in Article I of the Master Indenture. In addition, the following words and terms shall have the following meanings in this First Supplemental Indenture unless the context clearly indicates some other meaning:

"First Supplemental Indenture" means this First Supplemental Indenture of Trust, dated as of October 1, 2000, between the Board and the Trustee, as it may be modified, altered, amended and supplemented.

"Rebate Amount" means the excess of the future value of all nonpurpose receipts with respect to the Series 2000 Notes over the future value of all nonpurpose payments with respect to the Series 2000 Notes, in each case calculated under Section 5.3 pursuant to the requirements of Section 148 of the Code, or such other amount of arbitrage required to be rebated to the United States of America with respect to the Series 2000 Notes under Section 148 of the Code.

"Rebate Amount Certificate" has the meaning set forth in Section 5.3.

"Rebate Fund" means the fund established by Section 5.2.

"Series 2000 Notes" means the Board's Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes, Series 2000 authorized by Section 2.1.

- Section 1.3 Representations of Board. The Board represents that (a) it is duly authorized under the Constitution and laws of the Commonwealth, including particularly and without limitation the Act, to issue the Series 2000 Notes and to execute this First Supplemental Indenture, and to pledge the Revenues and funds in the manner and to the extent set forth in the Master Indenture; (b) all action on its part necessary for the execution and delivery of this First Supplemental Indenture has been duly and effectively taken; and (c) the Series 2000 Notes in the hands of the Holders are and will be valid and enforceable limited obligations of the Board.
- Section 1.4. Reference to Articles and Sections. Unless otherwise indicated, all references herein to particular articles or sections are references to articles or sections of this First Supplemental Indenture.

ARTICLE II AUTHORIZATION AND DETAILS OF SERIES 2000 NOTES

Section 2.1 Authorization of Notes. There are authorized to be issued, pursuant to Section 403 of the Master Indenture, a Series of Notes in the aggregate original principal amount of S______

Section 2.2 <u>Details of Notes.</u> (a) The Notes authorized in Section 2.1 shall be designated: "Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes, Series 2000," and shall be issued as fully registered notes, without coupons. The Series 2000 Notes shall be dated October 1, 2000, shall be issued in denominations of \$5,000 or any integral multiple of \$5,000, shall be numbered from R-1 upwards, sequentially, and shall earn interest at the rates set forth below, payable on each April 1 and October 1, commencing April 1, 2001, and shall mature, subject to prior redemption, on October 1 in the years and in the amounts set forth below:

Year	Amount	Rate	
2001	\$		٧,
2002			
2003			
2004			
2005			
2006			
2007			
2008			
2009			
2010			

- (b) Each Series 2000 Note shall bear interest from October 1, 2000, if it is authenticated before April 1, 2001, or (b) otherwise from the April 1 or October 1 that is, or immediately precedes, the date on which such Series 2000 Note is authenticated (unless the payment of interest on such Series 2000 Note is in default, in which case such Series 2000 Note shall bear interest from the date to which interest has been paid). Any Series 2000 Note which is to be authenticated on a date within the period between the fifteenth day of the month preceding an interest payment date and such interest payment date shall be authenticated as of such interest payment date. Interest on the Series 2000 Notes shall be computed on the basis of a 360-day year composed of 12 months of 30 days each.
- Notes shall be payable only from the Trust Estate, including without limitation the Pledged Revenues. The final installment of principal of the Series 2000 Notes shall be payable upon presentation and surrender of the Series 2000 Notes at the Corporate Trust Office of the Paying Agent. Subject to the provisions of Section 203 of the Master Indenture, principal of, other than the final installment thereof, and redemption premium, if any, and interest on the Series 2000 Notes shall be paid by check or draft mailed by the Paying Agent on each interest payment date to the Holders of the Series 2000 Notes, at the addresses of such Holders as they appear on the registration books of the Board maintained by the Paying Agent. Such registered Holders shall be determined on the March 15 or September 15, as appropriate, that next precedes each interest payment date.
- Section 2.3 Form of Notes. The Series 2000 Notes shall be issued substantially in the form set forth in Exhibit A to this First Supplemental Indenture, with such appropriate variations, omissions and insertions as permitted or required by the Master Indenture and this First Supplemental Indenture. There may be endorsed on the Series 2000 Notes such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law.
- Section 2.4 <u>Delivery of Series 2000 Notes.</u> The Trustee shall authenticate and deliver the Series 2000 Notes when there have been filed with or delivered to it all items required by Section 403 of the Master Indenture.

ARTICLE III REDEMPTION OF SERIES 2000 NOTES

Section 3.1 Redemption of the Series 2000 Notes. The Series 2000 Notes may not be called for redemption at the option of the Board except as provided in this Article.

Section 3.2 Optional Redemption. The Series 2000 Notes maturing on and after October 1, ____, are subject to optional redemption by the Board on or after October 1, ____, from any money available for such purpose, in whole or in part at any time during the following redemption periods upon payment of the following redemption prices, which are expressed as percentages of the principal amount of the Series 2000 Notes to be redeemed, plus accrued interest to the redemption date:

Redemption Period (Both Dates Inclusive)		Redemption <u>Price</u>
October 1, _ October 1, _ October 1, _	through September 30, through September 30, and thereafter	%

Section 3.3 Selection of Notes for Redemption and Notice of Redemption. Selection of Series 2000 Notes for redemption shall be made in the manner set forth in Section 304 of the Master Indenture. Notice of redemption of Series 2000 Notes shall be given in the manner set forth in Section 303 of the Master Indenture.

ARTICLE IV APPLICATION OF PROCEEDS

Section 4,1	Application of Proceeds.	(a) The Trustee shall	apply the proceeds	from the
sale of the Series 2000	Notes as follows:	, ,	11 2	

- (i) the sum of \$______, representing accrued interest on the Series 2000 Notes from their dated date to the date of their issuance, shall be deposited in the Interest Account in the Debt Service Fund; and
- (ii) the balance of the proceeds shall be deposited in the Project Fund to pay or reimburse the Board for Costs of the Projects, including without limitation costs of issuing the Series 2000 Notes, upon receipt of a requisition meeting the requirements of Section 504 of the Master Indenture.
- (b) To assist the Board in tracking the proceeds of, and other amounts associated with, the Series 2000 Notes, the Trustee shall establish Accounts or subaccounts related to the Series 2000 Notes in any Funds or Accounts, as applicable, into which such proceeds or other amounts with respect to the Series 2000 Notes shall be deposited.

- Section 4.2 Flow of Funds. In accordance with Section 704(a) of the Master Indenture, but subject to the provisions of Section 704(c) of the Master Indenture, the Board shall provide for the transfer to the Trustee on or before the 25th day of each month of amounts of Revenues appropriated with respect to the Series 2000 Notes as follows:
- (a) for deposit in the Interest Account of the Debt Service Fund, commencing in November 2000 through March 2001, equal to one-fifth of the amount of interest (net of accrued interest set forth in Section 4.1(a) shove) payable with respect to the Series 2000 Notes on April 1, 2001, and thereafter equal to one-sixth of the amount of interest payable with respect to the Series 2000 Notes on the next succeeding April 1 or October 1, as applicable; and
- (b) for deposit in the Principal Account of the Debt Service Fund, commencing in November 2000 through September 2001, equal to one-eleventh of the amount of principal payable with respect to the Series 2000 Notes on October 1, 2001, and thereafter equal to one-twelfth of the amount of principal payable with respect to the Series 2000 Notes on the next succeeding October 1.

ARTICLE V ARBITRAGE REBATE AND REBATE FUND; OTHER TAX RESTRICTIONS

- Section 5.1 Rebate Requirement. Except with respect to earnings on funds and accounts qualifying for exceptions to the rebate requirements of Section 148 of the Code, the Board shall determine and pay or cause to be paid, from any legally available source, the Rebate Amount to the United States of America, as and when due, in accordance with Section 148(f) of the Code, as provided in this Article, and shall retain records of all such determinations until six years after Payment of the Series 2000 Notes.
- Section 5.2 Rebate Fund. There is established with the Trustee a fund to be designated "Commonwealth Transportation Board Rebate Fund Series 2000 Notes". The Trustee shall hold the money deposited in the Rebate Fund for payment to the United States in accordance with Section 5.4. Any money in the Rebate Fund shall be invested only in Investment Obligations. The Rebate Fund is not piedged to and shall not be used for the payment of the Series 2000 Notes. After final payment of the Series 2000 Notes and final payment of any Rebate Amount pursuant to Section 5.4, any amount remaining in the Rebate Fund shall be paid to the Board.
- Section 5.3 <u>Calculation and Report of Rebate Amount.</u> As of a date not later than five years after the issue date of the Series 2000 Notes (the "Initial Installment Computation Date"), and at least once every five years thereafter, the Board shall cause the Rebate Amount to be computed and will deliver a copy of such computation (the "Rebate Amount Certificate") to the Trustee. Amounts paid for the purpose of funding the Rebate Amount, or otherwise made available therefor, shall be deposited by the Trustee in the Rebate Fund. Prior to any payment of the Rebate Amount to the United States of America as required by Section 148 of the Code, the Rebate Amount Certificate setting forth such Rebate Amount shall be prepared or approved by (a) a person

with experience in matters of governmental accounting for federal income tax purposes, (b) a bona fide arbitrage rebate calculation reporting service, or (c) Bond Counsel experienced in preparing or approving such rebate calculation.

- Section 5.4 Payment of Rebate Amount. (a) Not later than 60 days after the Initial Installment Computation Date, the Board shall pay, or direct the Trustee to pay from amounts in the Rebate Fund, to the United States of America at least 90% of the Rebate Amount as set forth in the Rebate Amount Certificate prepared with respect to such installment computation date. At least once on or before 60 days after the installment computation date that is the fifth anniversary of the initial installment computation date and on or before 60 days every fifth anniversary date thereafter until final payment of the Series 2000 Notes, the Board shall pay, or direct the Trustee to pay from amounts in the Rebate Fund, to the United States of America not less than the amount, if any, by which 90% of the Rebate Amount set forth in the most recent Rebate Amount Certificate exceeds the aggregate of all such payments theretofore made to the United States of America pursuant to this Section. On or before 60 days after final payment of the Series 2000 Notes, the Board shall pay, or direct the Trustee to pay from amounts in the Rebate Fund, to the United States of America the amount, if any, by which 100% of the Rebate Amount set forth in the Rebate Amount Certificate with respect to the date of final payment of the Series 2000 Notes exceeds the aggregate of all payments theretofore made pursuant to this Section. All such payments shall be made by, or at the direction of, the Board from any legally available source.
- (b) Notwithstanding any provision of this First Supplemental Indenture to the contrary, no such payment shall be made if the Board receives and delivers to the Trustee an opinion of Bond Counsel to the effect that such payment (1) is not required under the Code to prevent the Series 2000 Notes from becoming "arbitrage bonds" within the meaning of Section 148 of the Code, or (2) may or should be calculated and paid on some alternative basis under the Code, and the Board complies with such alternative basis.
- Section 5.5 Reports by Trustee. The Trustee shall provide the Board within 10 days after each June 30, or other computation date selected by the Board, and within 10 days after the final payment of the Series 2000 Notes with such reports and information with respect to earnings of amounts held under the Indenture as may be requested by the Board to comply with the provisions of this Article.
- Section 5.6 <u>Limitations on Use of Series 2000 Note Proceeds</u>. The Board covenants with the Holders of the Series 2000 Notes as follows:
- (a) The Board shall not take or omit to take any action or approve the Trustee's taking any action or making any investment or use of the proceeds of any Series 2000 Notes (including failure to spend the same with due diligence), the taking or omission of which wilt cause the Series 2000 Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code, including without limitation participating in any issue of obligations that would cause the Series 2000 Notes to be part of an "issue" of obligations that are arbitrage bonds, within the meaning of Treasury Regulations Section 1.150-1(c) or successor regulation, or otherwise cause interest on the Series 2000 Notes to be includable in the gross income for federal income tax purposes of the registered owners under existing law.

- (b) Barring unforeseen circumstances, the Board shall not approve the use of the proceeds from the sale of any Series 2000 Notes otherwise than in accordance with the Board's "non-arbitrage" certificate delivered in connection with the issuance of the Series 2000 Notes.
- (c) The Board shall not permit the proceeds of the Series 2000 Notes to be used in any manner that would result in either (1) 5% or more of such proceeds being considered as having been used in any trade or business carried on by any person other than a governmental unit as provided in Section 141(b) of the Code, (2) 5% or more of such proceeds being used with respect to any "output facility" (other than a facility for the famishing of water) within the meaning of Section 141(b)(4) of the Code, or (3) 5% or more of such proceeds being considered as having been used directly or indirectly to make or finance loans to any person other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the Board receives an opinion of Board Counsel that compliance with any such covenant is not required to prevent the interest on the Series 2000 Notes from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the Board need not comply with such restriction.
- (d) The Board shall not take any other action that would affect adversely, and shall take all action within its power necessary to maintain, the exclusion of interest on all Series 2000 Notes from gross income for federal income tax purposes.
- (e) The Board represents and agrees that there is and will be no direct or indirect guaranty of any type by the United States or any agency or instrumentality of the United States of the payment, in whole or in part, of the principal of or redemption premium, if any, or interest on the Series 2000 Notes, within the meaning of Section 149(b) of the Code. Except for any proceeds of the Series 2000 Notes invested (i) for the initial temporary period provided under Section 148(c)(1) of the Code, (ii) in any bona fide debt service fund or reasonably required reserve or replacement fund for purposes of Section 148 of the Code, (iii) in any investments in obligations issued by the United States Treasury or other investments permitted by the Code and regulations issued thereunder, no significant portion of the proceeds of the Series 2000 Notes will be invested, directly or indirectly, in federally insured deposits or accounts (such as those insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally chartered corporation).

ARTICLE VI MISCELLANEOUS

Section 6.1 Security Interest Filings. In accordance with Section 706 of the Master Indenture, the Board agrees to execute and file any filing statement and take any other action from time to time to create or perfect or to maintain the priority of the pledge, assignment and security interest granted in the Master Indenture as reasonably may be requested by the Trustee, any Series 2000 Noteholder or the Original Purchaser of the Series 2000 Notes (in the case of the Original Purchaser, as may be provided in the Purchase Contract with respect to the Series 2000 Notes) to the extent, if any, then provided in accordance with Section 8.9A-109 of the Virginia Code, any successor thereto, and any other applicable provision of the Virginia Code.

- Section 6.2 Limitation of Rights. With the exception of the rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this First Supplemental Indenture is intended or shall be construed to give any person other than the parties hereto and the Holders of the Series 2000 Notes any legal or equitable right, remedy or claim under or in respect to this First Supplemental Indenture or any covenant, condition and agreement herein contained; this First Supplemental Indenture and all of the covenants, conditions and agreements hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Holders of the Series 2000 Notes as herein provided.
- Section 6.3 <u>Limitation of Liability of Members, etc., of Board.</u> No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any present or future member, officer, employee or agent of the Board in his individual capacity, and neither the members of the Board nor any officer thereof executing the Series 2000 Notes shall be liable personally on the Series 2000 Notes or be subject to any personal liability or accountability by reason of issuance thereof. No member, officer, employee, agent or advisor of the Board shall incur any personal liability with respect to any other action taken by him pursuant to the Indenture, or the Act, provided such member, officer, employee, agent or advisor acts in good faith.
- Section 6.4 <u>Successors and Assigns.</u> This First Supplemental Indenture shall be binding upon, inure to the benefit of and be enforceable by the Board and its successors and by the Trustee and its successors and assigns.
- Section 6.5 Severability. If any provision of this First Supplemental Indenture shall be held illegal or invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof and this First Supplemental Indenture shall be construed and enforced as if such illegal provision had not been contained.
- Section 6.6 Applicable Law. This First Supplemental Indenture shall be governed by the applicable laws of the Commonwealth.
- Section 6.7 <u>Counterparts. This</u> First Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Board and the Trustee have caused this First Supplemental Indenture to be executed on their behalf by their duly authorized officers, all as of the date first written above.

COM!		ALTH TRANS	SPORTAL	ION
Ву:		Chairman		
FIRST	NOINU 1	NATIONAL	BANK, as	Trustee
Ву:				
Its:				

FORM OF SERIES 2000 NOTE

R	CUSIP
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UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

COMMONWEALTH TRANSPORTATION BOARD COMMONWEALTH OF VIRGINIA FEDERAL HIGHWAY REIMBURSEMENT ANTICIPATION NOTES, SERIES 2000

INTEREST RATE		MATURITY DATE	DATED DATE
%		October 1,	October 1, 2000
REGISTERED OWNER:	CEDE & CO.		

PRINCIPAL AMOUNT:

The Commonwealth Transportation Board (the "Board"), for value received, promises to pay, solely from the revenues and other property pledged to the payment of this Note, to the registered owner of this Note or legal representative, the principal sum stated above on the maturity date stated above, and to pay solely from such source, interest on the principal amount of this Note at the annual rate stated above, payable semi-annually on each April I and October 1, commencing on April 1, 2001, all subject to prior redemption as described in this Note. This Note shall bear interest (a) from October 1, 2000, if this Note is authenticated before April 1, 2001, or (b) otherwise, from the April 1 or October 1 that is, or immediately precedes, the date on which this Note is authenticated (unless the payment of the interest on this Note is in default, in which case this Note shall bear interest from the date to which interest has been paid). The final installment of principal of this Note shall be payable upon presentation and surrender of this Note at a corporate trust office of First Union National Bank, Richmond, Virginia, as trustee under the Indenture (as hereinafter defined), or its successor in trust (the "Trustee"). Principal of, other than the final installment thereof, and redemption premium, if any, and interest on this Note shall be paid by check or draft mailed to the person registered on March 15 or September 15, as appropriate, next preceding the interest payment date as the registered owner of this Note at the address of such person on the registration books of the Board maintained by the Trustee, provided, however, that when the Series 2000 Notes are held in book-entry form through a securities depository such amounts shall be paid by wire transfer to or as directed by such securities depository. Interest on this Note shall be

computed on the basis of a year of 360 days and twelve 30-day months. Principal of and redemption premium, if any, and interest on this Note are payable in lawful money of the United States of America. In case the date of maturity of the principal of this Note or the date fixed for the payment of interest on or the redemption of this Note is a date on which banking institutions are authorized or obligated by law to close at the place where the principal office of the Trustee is located, then payment of the principal and redemption premium, if any, and interest need not be made on such date, but may be made on the next succeeding date which is not such a date at the place where the principal office of the Trustee is located, and if made on such next succeeding date no additional interest shall accrue for the period after such date of maturity, the date fixed for the payment of interest, or date fixed for redemption.

This Note and the issue of which it is a part and the redemption premium, if any, and interest on this Note are limited obligations of the Board and payable solely from the revenues and other property pledged and assigned to the Trustee under the terms of the Indenture to secure payment of this Note. The principal of and redemption premium, if any, and interest on this Note shall not be deemed to constitute a debt or a pledge of the faith and credit of the Commonwealth of Virginia nor any of its political subdivisions. Neither the Commonwealth of Virginia nor any of its political subdivisions, including the Board, shall be obligated to pay the principal of, or redemption premium, if any, or interest on this Note or other costs incident to it except from the revenues, money or property pledged for such purpose, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any of its political subdivisions is pledged to the payment of the principal of or redemption premium, if any, or interest on this Note.

This Note is one of an issue of \$ Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes, Series 2000 (the "Series 2000 Notes"), of like tenor, except as to number, denomination, interest rate, privilege of redemption and maturity, authorized and issued by the Board, pursuant to the Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes Act of 2000, Chapters 1019 and 1044 of the 2000 Acts of Assembly and the State Revenue Bond Act, Section 33.1-267, et seq. of the Code of Virginia of 1950, as amended, to finance portions of certain transportation projects (collectively, the "Projects"). The Series 2000 Notes are issued under a Master Indenture of Trust, dated as of October 1, 2000 (the "Master Indenture"), and a First Supplemental Indenture of Trust, dated as of October 1, 2000 (the "First Supplemental Indenture"), each between the Board and the Trustee. The Master Indenture, together with all of the supplements thereto, is referred to collectively in this Note as the "Indenture." The Series 2000 Notes, together with all other notes issued or to be issued by the Board under the Master Indenture (collectively, the "Notes"), are equally and ratably secured by the Master Indenture, as supplemented. Reference is made to the Indenture for a description of the revenues and property pledged and assigned and the provisions, among other things, with respect to the nature and extent of the security, the rights and obligations of the Board and the Trustee, the terms on which the Notes are issued and secured, the rights of the registered owners of the Notes and the provisions for defeasance of such rights. Additional Notes equally and ratably secured with the Series 2000 Notes may be issued on the terms provided in the Indenture.

The Series 2000 Notes may not be called for redemption except as provided in the First Supplemental Indenture and as described in the succeeding paragraphs.

The Series 2000 Notes maturing on or after October 1, ____, are subject to optional redemption by the Board on or after October 1, ____, from any money available for such purpose, in whole or in part at any time in increments of \$5,000 or any multiple of \$5,000 during the following redemption periods, upon payment of the following redemption prices which are expressed as percentages of the principal amount of the Series 2000 Notes to be redeemed, plus accrued interest to the redemption date:

Redemption Period (Both Dates Inclusive)		Redemption <u>Prices</u>	
October 1, October 1, October 1,	through September 30, through September 30, and thereafter	%	

If any Series 2000 Notes are called for redemption, the Trustee shall cause a notice of redemption to be sent by registered or certified mail, postage prepaid, not less than 30 nor more than 60 days before the date fixed for redemption, to the registered owners of the Series 2000 Notes called for redemption, at their respective addresses as they last appear on the registration books maintained by the Trustee. The receipt of such notice shall not be a condition precedent to such redemption and failure to mail any such notice to a registered owner shall not affect the validity of the proceedings for the redemption of the Series 2000 Notes of any other registered owners. If this Note has been duly called for redemption and payment of the principal of and redemption premium, if any, and unpaid interest accrued to the date fixed for redemption has been made or provided for, then, notwithstanding that this Note has not been surrendered for payment, interest on this Note shall cease to accrue from such redemption date and, from and after such redemption date, this Note shall no longer be entitled to any lien, benefit or security under the Indenture, and the registered owner of this Note shall have no rights in respect of this Note except to receive payment of such principal of and premium, if any, and unpaid interest accrued to the date fixed for redemption of this Note.

The registered owner of this Note shall have no right to enforce the provisions of the indenture or to take any action with respect to any Event of Default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect to the Indenture, except as provided in the Indenture. Upon the occurrence of certain events or upon certain conditions, in the manner and with the effect set forth in the Indenture, the principal of all of the Series 2000 Notes issued under the Indenture and then outstanding, together with any accrued interest on them, may become or may be declared due and payable before their stated maturities. Modifications or alterations in the Indenture, or any supplements to it, may be made only to the extent and under the circumstances provided by the Master Indenture.

The Series 2000 Notes are issued as registered bonds without coupons. The Series 2000 Notes are issued in denominations of \$5,000 (or any integral multiple of \$5,000). At a corporate trust office of the Trustee, in the manner and subject to the limitations and conditions upon payment of charges provided for in the Master Indenture, Series 2000 Notes may be exchanged for an equal aggregate principal amount of Series 2000 Notes of like date and tenor and of authorized denominations and bearing interest at the same rate.

The transfer of this Note may be registered by the registered owner in person or by his or her duly authorized attorney or legal representative at the corporate trust office of the Trustee, but only in the manner and subject to the limitations and conditions provided for in the Indenture and upon surrender and cancellation of this Note. Upon any such registration of transfer, the Board shall execute and the Trustee shall authenticate and deliver in exchange for this Note a new Series 2000 Note or Series 2000 Notes, registered in the name of the transferee, of like date and tenor and of authorized denominations for the aggregate principal amount which the registered owner is entitled to receive. The Trustee shall before the presentment of registration of transfer treat the registered owner as the person exclusively entitled to payment of principal of, premium, if any, and interest on this Note, and the exercise of all other rights and powers of the owner.

All acts and conditions, required to happen, exist or be performed precedent to and in connection with the issuance of this Note have happened, exist and have been performed.

This Note shall not become obligatory for any purpose or be entitled to any security or benefit under the Industure or be valid until the Trustee has executed the Certificate of Authentication appearing on this Note.

IN WITNESS WHEREOF, the Commonwealth Transportation Board has caused this Note to be executed by its Chairman, its seal to be affixed to this Note and attested by its Secretary.

COMMONWEALTH TRANSPORTATION

	BUAKD	
	By:Chainnan	
[SEAL]		
ATTEST:		
By:		

CERTIFICATE OF AUTHENTICATION

AUTHENTICATION DATE:	
supplemented by the First Supplemental !	lescribed in the within-mentioned Master Indenture, as Indenture of Trust dated as of October 1, 2000, between and First Union National Bank, as Trustee.
	FIRST UNION NATIONAL BANK, Trustee
	By:

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE (Please print or type Name and Address, including postal zip code of Transferee) the foregoing Note and all rights thereumder, hereby irrevocably constituting and appointing _, Attorney to transfer said Note on the books kept for the registration thereof, with full power of substitution in the premises. Registered Owner NOTICE: The signature above must correspond with the name of the Registered Owner as a appears on the front of this Note in every particular, without alteration or callargement or any change whatsoever. Signature guaranteed: (NOTICE: The signature of the transferor of this Note must he guaranteed by an institution participating in the Securities Transfer Agent Medallion Program ("STAMP") or Similar program.)

A-6

Please affix signature guarantee ink stamp below with appropriate signature, title of officer and date:

This PAYMENT AGREEMENT, dated as of October 1, 2000, by and among the COMMONWEALTH TRANSPORTATION BOARD (the "Transportation Board"), the TREASURY BOARD OF THE COMMONWEALTH OF VIRGINIA (the "Treasury Board") and the SECRETARY OF FINANCE OF THE COMMONWEALTH OF VIRGINIA (the "Secretary of Finance");

WITNESSETH:

WHEREAS, pursuant to the State Revenue Bond Act, Section 33.1-267 ct. seq. of the Virginia Code, as berein defined, and the Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes Act of 2000, Enactment 2 of Chapters 1019 and 1044 of the Acts of Assembly of 2000, as it may be amended from time to time (the "Act"), the Transportation Board has the power to issue revenue obligations to finance or refinance the cost of certain transportation projects (the "Projects") in an aggregate amount outstanding at any time not in excess of the amount set forth in the Act; and

WHEREAS, the Transportation Board intends from time to time issue its Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes (the "Notes"), to finance or refinance costs related to the Projects, the debt service on which Notes is to be paid from appropriations by the General Assembly therefor, and the Treasury Board and the Secretary of Finance desire to evidence their agreement to use their best efforts to support requests by the Transportation Board for such amounts to be included in the Commonwealth's budget and to secure appropriations therefor and otherwise to facilitate the payment thereof:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. <u>Definitions</u>. Except as otherwise defined herein, words defined in the Indenture are used in this Agreement with the meanings assigned to them in the Indenture. In addition, the following words as used in this Agreement shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" means this Payment Agreement dated as of October 1, 2000, among the Transportation Board, the Treasury Board and the Secretary of Finance, and any amendments or supplements hereto.

"Notes" means any and all of the Transportation Board's Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes issued from time to time under and secured by the Indenture.

"Indenture" means the Master Indenture of Trust, dated as of October 1, 2000, between the Transportation Board and the Trustee, and all amendments or supplements thereto.

"Revenues" means (a) any federal highway reimbursements and any other federal highway assistance received from time to time by the Commonwealth, (b) at the discretion of the Transportation Board, to the extent required, legally available revenues of the Commonwealth's Transportation Trust Fund, and (c) such other funds, if any, which may be designated by the General Assembly to pay debt service on the Notes.

"Trustee" means First Union National Bank, or its successor, as trustee under the Indenture.

"Virginia Code" means the Code of Virginia of 1950, as amended from time to time.

Section 1.2. Rules of Construction. The rules of construction set forth in Section 102 of the Master indenture will apply with equal force to this Agreement as if they were set forth in and referred to this Agreement.

ARTICLE II REPRESENTATIONS OF PARTIES

- Section 2.1. Representations of Transportation Board and Treasury Board. The Transportation Board and the Treasury Board each makes the following representations in connection with its undertakings under this Agreement:
- (a) It (i) is duly organized under the Virginia Code, (ii) has the power to enter into this Agreement and the transactions contemplated hereby and to perform its obligations hereunder, and (iii) by proper action has duly authorized the execution and delivery of, and performance of its obligations under, this Agreement.
- (b) Its execution and delivery of and compliance with the terms and conditions of this Agreement will not conflict with, or constitute or result in a default under or violation of (i) the the Virginia Code or any other existing law, rule or regulation applicable to it or (ii) any indenture, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which it or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.
- (c) No further approval, consent or withholding of objection on the part of any regulatory body or any federal, state or local official is required as a condition precedent to the execution or delivery of, or performance by it with the terms and conditions of, this Agreement.
- (d) No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to its knowledge, threatened against it with respect to (i) its creation and existence, (ii) its authority to execute and deliver this Agreement, (iii) the

validity or enforceability of this Agreement, (iv) the title of its officer who is to execute this Agreement, or (v) any authority or proceedings related to the execution and delivery of this Agreement on its behalf and no such authority or proceeding has been repealed, revoked, rescinded or amended, but each is in full force and effect.

- Section 2.2. Representations of Secretary of Finance. The Secretary of Finance makes the following representations in connection with his undertakings under this Agreement:
- (a) He has the power to enter into this Agreement and the transactions contemplated hereby and to perform his obligations hereunder and is duly authorized to execute and deliver this Agreement and to perform his obligations hereunder.
- (b) No further approval, consent or withholding of objection on the part of any regulatory body or any federal, state or local official is required as a condition precedent to the execution or delivery of, or performance by him of the terms and conditions of, this Agreement.
- (c) No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to his knowledge, threatened against him with respect to (i) his authority to execute and deliver this Agreement, (ii) the validity or enforceability of this Agreement, (iii) the title to his office or (iv) any authority or proceedings related to his execution of this Agreement and no such authority or proceeding has been repealed, revoked, rescinded or amended, but each is in full force and effect.

ARTICLE III OBLIGATIONS OF PARTIES

- Section 3.1. Obligations of Transportation Board. (a) The Transportation Board shall deliver to the Governor and the Director of the Department of Planning and Budget of the Commonwealth annually by December 1 a statement of the amount of principal or purchase price and interest coming due, or expected to come due, with respect to the Notes, any applicable payments coming due, or expected to come due, under any Credit or Liquidity Facility and all other amounts required to be paid pursuant to the Indenture, including without limitation any Rebate Amounts, during the next succeeding Fiscal Year or biennial period, as applicable, and a request that the Governor include in his budget to be delivered to the next session of the General Assembly a provision that there be appropriated from Revenues legally available therefor at least such amounts for such purposes.
- (b) The Transportation Board shall use its best efforts to have (i) the Governor include in each biennial or any supplemental budget the Governor presents to the General Assembly the amounts described in this Section 3.1, and (ii) the General Assembly deposit, appropriate and reappropriate, as applicable, such amounts.
- (c) The Transportation Board shall provide to the Treasury Board, as and when reasonably requested by the Treasury Board or applicable staff of the Treasury Department, all requisitions and documents and take all actions necessary to have paid from legally available

funds all amounts as and when due with respect to Notes and to request the applicable staff of the Treasury Department to facilitate payment to the Trustee or otherwise from such legally available funds by the corresponding due date for such payment..

- (d) The Transportation Board shall cause any amounts received under any Credit or Liquidity Facility or as payments of any Rebate Amounts to be used for the intended purpose thereof.
- (e) The Transportation Board shall notify the Treasury Board, the Secretary of Finance and the Trustee promptly upon becoming aware of any failure by the General Assembly to appropriate for the next succeeding fiscal year or biennial period amounts sufficient to pay all principal and interest coming due, or expected to come due, with respect to the Notes, any applicable payments coming due or expected to come due, under a Credit or Liquidity Facility and all other amounts required to be paid under the Indenture, including without limitation any Rebate Amounts, during such period.

Section 3.2. Obligations of Treasury Board.

- (a) The Treasury Board shall use its best efforts to have (i) the Governor include in each biennial or any supplemental budget of the Commonwealth the amounts requested by the Transportation Board as described in Section 3.1.(a), and (ii) the General Assembly deposit, appropriate and reappropriate, as applicable, such amounts.
- (b) The Treasury Board shall cause applicable staff of the Treasury Department to use their best efforts to obtain the appropriate requisitions and documents needed from the Transportation Board by the dates necessary to make the payments to the Trustee in accordance with Section 3.1.(c).
- (c) The Treasury Board shall notify the Transportation Board, the Secretary of Finance and the Trustee promptly upon becoming aware of any failure by the General Assembly to appropriate for the next succeeding fiscal year or biennial period amounts sufficient to pay all principal and interest coming due or expected to be coming due on the Notes and all other amounts required to be paid under the Indenture, including without limitation any Rebate Amounts.
- (d) The Treasury Board shall cause applicable staff of the Treasury Department to transfer to the Trustee legally available funds, as directed by the Transportation Board, for the payment of debt service on the dates in accordance with Section 3.1(c) or otherwise as necessary for the Trustee to make such payments as and when due.
- Section 3.3 Obligation of the Secretary of Finance. The Secretary of Finance shall use his best efforts to have (a) the Governor include in each biennial budget or any supplemental budget of the Commonwealth the amounts requested by the Transportation Board as described in Section 3.1(a) and (ii), and (b) the General Assembly deposit, appropriate and reappropriate, as applicable, such amounts.

ARTICLE IV MISCELLANEOUS

- Section 4.1. Term of Agreement. The term for this Agreement shall commence on the date of delivery of the first series of Notes issued under the indenture and shall terminate on the earlier of the date of payment in full of all Notes or the date on which all Notes are no longer Outstanding.
- Section 4.2. Trustee as Third Party Beneficiary. By its acceptance noted below, the Trustee shall become a third party beneficiary of this Agreement and shall be entitled to enforce, on behalf of the Holders, all of the obligations and rights of the parties hereto to the same extent as if the Trustee were one of the contracting parties.
- Section 4.3. <u>Amendments</u>. Upon receipt of the written consent of the Trustee, this Agreement may be amended by the parties hereto so long as such amendment complies with the requirements set forth in Article XI of the Master Indenture.
- Section 4.4. <u>Successors</u>. This Agreement shall be binding upon, incur to the benefit of and be enforceable by the parties and their respective successors.
- Section 4.5. Severability. If any provision of this Agreement shall be held to be illegal or invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof and this Agreement shall be construed and enforced as if such illegal provision had not been contained in it.
- Section 4.6. <u>Counterparts</u>. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- Section 4.7. Notices. Unless otherwise provided in this Agreement, all notices, approvals, consents, requests and other communications under this Agreement shall be in writing and shall be deemed to be given when delivered in person, or when sent by overnight delivery or courier service, or when mailed by registered or certified mail, postage prepaid, addressed: (a) if to the Transportation Board, at Department of Transportation, 1401 East Broad Street, 3rd Floor, Richmond, Virginia, 23219 (Attention: Commonwealth Transportation Board Chairman); (b) if to the Treasury Board, at Department of the Treasury, James Monroe Building 101 North 14th Street, 3rd Floor, Richmond, Virginia 23219 (P.O. Box 1879; zip code 23218-1879) (Attention: Director of Debt Management); (c) if to the Trustee, at First Union National Bank, 800 E. Main Street, Richmond, Virginia 23219 (Attention: Corporate Trust); or (d) if the Secretary of Finance, at Ninth Street Office Building, 202 North 9th Street, Room 635, Richmond, Virginia 23219. The Transportation Board, the Treasury Board, the Trustee or the Secretary of Finance may, by notice given under this Agreement, designate any additional or different addresses or persons to which subsequent demands, notices, approvals, consents, requests and other communications shall be sent.

IN WITNESS WHEREOF, the Transportation Board and the Treasury Board have each caused this Agreement to be duly executed on its behalf by its duly authorized officer, and the Secretary of Finance has duly executed this Agreement in his official capacity, all as of the date first above written.

COMMONWEALTH TRANSPORTATION BOARD

Ву: _	
	Name:
	Title: Chairman
	ASURY BOARD OF THE MMONWEALTH OF VIRGINIA
Ву:_	
	Name:
	Title: Chairman
	Secretary of Finance of the Commonwealth of Virginia
Accepted:	
FIRST UNION NATIONAL BANK, as Trustee	
Ву:	
Name:	
Title:	

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER ___, 2000

NEW ISSUE	
BOOK-ENTRY	ONLY

(Fitch:)
[Moody'e:]
[Standard & Poor's:]
(See "RATINGS" herein)

In the opinion of Bond Counsel, under current law and subject to the conditions described in the section "Tax Matters", interest on the Series 2000 Notes (1) will not be included in gross income for federal income tax purposes, (2) will not be an item of lar preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and (3) will be exempt from income taxation by the Commonwealth of Virginia. Such interest may be included in the calculation of a corporation's alternative minimum income tax, and a holder may be subject to other federal tax consequences as described in the section "Tax Matters."

COMMONWEALTH TRANSPORTATION BOARD

Commonwealth of Virginia Federal Highway Reimbursement Auticipation Notes Series 2000

Dated: October 1, 2000

Due: October 1, as shown on the inside cover

This Official Statement has been prepared by the Commonwealth Transportation Board of the Commonwealth of Virginia (the "Transportation Board") to provide information on the Series 2000 Notes. Selected information is presented on this cover page for the convenience of the user. To make an informed decision regarding the Series 2000 Notes, a prospective investor should read this Official Statement in its entirety.

Security/Payment Source

The Series 2000 Notes are limited obligations of the Commonwealth of Virginia (the "Commonwealth") and the Transportation Board. The Series 2000 Notes are payable solely from funds appropriated from time to time for such purpose by the General Assembly of the Commonwealth, the source of which is expected to be limited to federal highway reimbursements received from time to time by the Commonwealth, and from moneys in certain funds established under the Indenture (as defined below). See "SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2000 NOTES."

Inned Pursuant to

The Virginia Transportation Act of 2000 (as defined herein) and the Master Indenture of Trust dated as of October 1, 2000, and a First Supplemental Indenture of Trust dated as of October 1, 2000 (collectively, the "Indenture").

Purpose

The Note proceeds are being used to finance various Commonwealth highway projects and to pay costs of issuing the Series 2000 Notes. See "THE VIRGINIA TRANSPORTATION ACT OF 2000 AND PLAN OF PINANCE" and Appendix A, "The Projects."

Interest Rates/Yields

See inside cover.

Interest Payment Dates

April 1 and October 1, beginning April 1, 2001

Denomination

\$5,000 or multiples thereof

Closing/Delivery Date

On or about October ___, 2000

Registration

Full book-entry-only; The Depository Trust Company

Trustee/Payling Agent

First Union National Bank, Richmond, Virginia

[Bond Insurer]

Financial Advisor

Public Resources Advisory Group, New York, New York

Rond Counsel

Christian & Barton, L.L.P., Richmond, Virginia

Underwiters' Counsel

McGuireWoods LLP, Richmond, Virginia

PaineWebber Incorporated

Goldman, Sachs & Co.

Salomon Smith Barney

Date of Official Statement: October __ 2007

Preliminary, subject to change.

COMMONWEALTH TRANSPORTATION BOARD

Shirley J. Ybarra, Chairman and Secretary of Transportation Charles D. Nottingham, Vice Chairman

William W. Prettyman Lorinda G. Lionberger L.C. Martin John H. Grubb, Jr. Max B. Porter Roy Partish Byrd Leonard S. Mitchel Bryan E. Kornblau Olivia A. Welsh S. Grey Folkes Ulysses X. White Benjamin R. Humphreys H. Carter Myers, III J. Kenneth Klinge Leo J. Bevon

VIRGINIA DEPARTMENT OF TRANSPORTATION

Charles D. Nottingham, Commissioner Thomas F. Boyd, Assistant Commissioner for Finance

OFFICE OF THE ATTORNEY GENERAL

Mark L. Earley, Attorney General Richard L. Walton, Jr., Senior Assistant Attorney General

TRUSTEE AND PAYING AGENT First Union National Bank

Richmond, Virginia

BOND COUNSEL Christian & Barton, L.L.F. Richmond, Virginia

FINANCIAL ADVISOR Public Resources Advisory Group, Inc. New York, New York

The underwriters have provided the following sentence for inclusion in this official statement. The underwriters have reviewed the information in this official statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the underwriters do not guarantee the accuracy or completeness of such information.

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OFFICIAL STATEMENT SUMMARY

COMMONWEALTH TRANSPORTATION BOARD

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Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes Series 2000

The following is qualified in its entirety by reference to the information appearing elsewhere in this Official Statement. Terms used in this summary and not defined herein are defined in "APPENDIX B: SUMMARY OF CERTAIN PROVISIONS OF BASIC DOCUMENTS."

Issuer

Commonwealth Transportation Board of the Commonwealth of Virginia (the "Transportation Board")

Securities Offered

The Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes, Series 2000 (the "Series 2000 Notes"), will be issued only in book-entry form, initially registered in the name of Cede & Co., as nonince of The Depository Trust Company ("DTC"), New York, New York, DTC will act as securities depository for the Series 2000 Notes. Investors will not receive certificates representing the Series 2000 Notes purchased by them. Individual purchases will be in principal amounts of \$5,000 or any integral multiple of \$5,000. Interest on the Series 2000 Notes will be payable beginning on April 1, 2001, and semiannually thereafter on each April 1 and October 1. The Series 2000 Notes will be subject to redemption prior to maturity as provided herein.

Purpose of Issue

The proceeds of the Series 2000 Notes will be used to finance various highway projects throughout the Commonwealth pursuant to the Virginia Transportation Act of 2000 (as defined berein) and to pay issuance costs and other financing expenses of the Series 2000 Notes. See "THE VIRGINIA TRANSPORTATION ACT OF 2000 AND PLAN OF FINANCE" and Appendix A "The Projects."

Plan of Finance

The Act authorizes the Transportation Board to issue from time to time, by and with the consent of the Governor of Virginia, Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes ("FRANs") to provide a portion of the financing for approximately \$1.9 billion in Commonwealth highway projects. No more than \$800 million in FRANs may be outstanding at any time, exclusive of FRANs issued to pay financing expenses and for refunding purposes. The Series 2000 Notes are the first of three issues of FRANs currently expected to be issued pursuant to the Act. See "THE VIRGINIA TRANSPORTATION ACT OF 2000 AND PLAN OF FINANCE." The General Assembly of the Commonwealth (the "General Assembly") may from time to time designate additional projects to be financed by FRANs and/or increase the authorized outstanding aggregate principal amount of FRANs.

Primary Security and Source for Payment of Debt Service

The Series 2000 Notes will be issued pursuant to the Act and a Master Indenture of Trust dated as of October 1, 2000, and a

^{*} Preliminary, subject to change.

First Supplemental Indenture of Trust dated as of October 1, 2000 (collectively, the "indenture"), each between the Transportation Board and Fost Union National Bank, as the trustee (the "Trustee"). The Series 2000 Notes are limited obligations of the Commonwealth. The Series 2000 Notes will be payable solely from funds appropriated for such purpose by the General Assembly, the source of which is expected to be limited to federal highway reimbursements received from time to time by the Commonwealth, and from moneys in certain funds established under the ladenture. Reimbursements received by the Commonwealth under the Federal-Aid Highway Program are the principal source of the above-memioned federal highway reimbursements. See "SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2000 NOTES." THE FEDERAL-AID HIGHWAY PROGRAM" and "COMMONWEALTH PARTICIPATION IN THE PROGRAM.":

Under the Federal-Aid Highway Program, federal highway reimbursements are paid to the Commonwealth out of revenues collected by the United States Treasury from certain federal taxes on gasoline, tire sales, truck sales and other items and deposited into the federal Highway Trust Fund (the "HTF") for distribution, subject to Congressional appropriation, to the states in accordance with the federal highway aid programs established initially by the Federal-Aid Highway Act of 1956 and continued under successur statutes. The amount of federal highway reimbursements received by the Commonwealth is dependent on the flow of deposits into the HTF, Congressional reauthorization of the Federal-Aid Highway Program and the success of VDOT in administering the Federal-Aid Highway Program in the Commonwealth. See "FEDERAL-AID HIGHWAY PROGRAM".

Both the Act and the indenture authorize the Transportation Buard to issue FRANs in addition to the Series 2000 Notes subject to certain limitations. The Indenture permits the Transportation Board to issue additional new money FRANs secured on a parity with the Series 2000 Notes if either (i) the Chairman or Vice-Chairman of the Transponation Board centifies that Projected Federal Highway Revenues for the period ending upon the termination of the must recently enacted authorization for the Federal-Aid Highway Program shall equal or exceed 3.0 times Maximum Annual Debt Service, including debt service on the additional FRANS, or (ii) (A) the Transportation Board agrees in request as appropriation from the General Assembly of amounts from the Transportation Trust Fund to pay debt service on all outstanding FRANs for each fiscal year such debt remains outstanding and (B) the Trustee receives confirmation from the Rating Agencies that the issuance of such additional FRANs will not lower or withdraw the ratings on any outstanding FRANS. See "SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2000 NOTES - Additional Debt."

In the opinion of Band Counsel, under current law and assuming continuing compliance with certain tax covenants, interest on the Series 2000 Notes is excluded from gross income for federal income tax purposes. See "TAX EXEMPTION" for a description of the alternative minimum.

Federal Highway Reimbursements

Additional Debt

Tax Exemption

tax imposed on corporations and certain other federal tax consequences of ownership of the Series 2000 Notes. Bond Counsel is further of the opinion that, under existing law, the Series 2000 Notes and interest thereon are exempt from all income taxes imposed by the Commonwealth.

Ratings

[Fitch, Moody's Investors Service, Inc. and Standard & Poor's, a division of The McGraw-Hill Companies, Inc.] have assigned the Series 2000 Notes ratings of ______ and ___ respectively. Such ratings reflect only the respective views of such organizations. Reference should be made to the individual rating agency for a fuller explanation of the significance of the rating assigned by such rating agency. There is no assurance that the ratings will remain in effect for any given period of time or that they will not be revised downward or withdrawn entirely by any of the rating agencies if, in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of ratings may have an adverse effect on the market price of the Series 2000 Notes.

The Series 2000 Notes are limited obligations of the Commonwealth and are not a debt or a pledge of the faith and credit of the Commonwealth or any of its political subdivisions.

This Summary contains certain information for quick reference only. It is not a summary of this issue. Prospective investors must read this entire Official Statement to obtain information essential to the making of an informed investoreal decision.

OFFICIAL STATEMENT

COMMONWEALTH TRANSPORTATION BOARD

Commonwealth of Virginia
Federal Highway Reimbursement Anticipation Notes
Series 2000

INTRODUCTION

This Official Statement is provided by the Transportation Board, a board created pursuant to the laws of the Commonwealth, to family information with respect to the offering of \$______* aggregate principal amount of the Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes, Series 2000 (the "Series 2000 Notes").

This Introduction contains certain information for summary purposes only. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. The Information contained in this Official Statement is current as of the date stated on the front cover.

The issuance of the Series 2000 Notes is emborized by the provisions of the State Revenue Bond Act, §§ 33.1-267 et seq. (the "Revenue Bond Act") of the Code of Virginia of 1950, as amended (the "Virginia Code"); Enactment 2 of Chapters 1019 and 1044 of the Acts of the General Assembly of the Commonwealth 2000 General Session, (the "Virginia Transportation Act of 2000" or the "Act"); a resolution adopted by the Transportation Board Resolution"), and a resolution adopted by the Transportation Board of the Commonwealth (the "Treasury Board Resolution") on ________, 2000. The Governor consented to the issuance of the Series 2000 Notes on October _____, 2000. The Series 2000 Notes are being issued pursuant to a Master Indenture of Trust dated as of October 1, 2000 (the "Master Indenture"), as supplemented by a First Supplemental Indenture of Trust dated as of October 1, 2000 (the "First Supplemental Indenture"), each between the Transportation Board and the Trustee. The Trustee is also the paying agent (the "Paying Agent") for the Series 2000 Notes.

The Series 2000 Notes are secured by and payable solely from funds appropriated from time to time for such purpose by the General Assembly, the sole source of which is expected to be limited to federal highway reimbursements received from time to time by the Commonwealth, and from moneys held in certain funds established under the Indenture. See the section "SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2000 NOTES."

The Series 2000 Notes are limited obligations of the Commonwealth and the Transportation Board and are not a debt or a pleage of the faith and credit of the Commonwealth or of any of its political subdivisions.

THE VIRGINIA TRANSPORTATION ACT OF 2000 AND PLAN OF FINANCE

Pursuant to the Virginia Transportation Act of 2000, the General Assembly authorized the Transportation Board by and with the approval of the Governor to issue from time to time Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes (the "FRANs") in the maximum aggregate principal amount of \$800,000,000 constanding at any one time (exclusive of any FRANs that may be issued to pay financing expenses or to refund other FRANs). The Act authorizes the Transportation Board to determine the terms and structure of the FRANs, subject to approval by the Treasury Board of the Commonwealth, provided that the FRANs shall mature at such time or times not exceeding ten years after the issuance thereof. The Governor must consent to the issuance of the FRANs.

Under the Act the General Assembly has designated approximately \$1.9 billion in highway projects (the "Projects") that may be funded in whole or in part from the FRANs. The Projects are listed in Appendix A. The

Preliminary, subject to change.

Projects were included by the Transportation Board in its current Statewide Transportation Improvement Plan (the "STIP") which was submitted to the United States Department of Transportation ("USDOT").

The Transportation Board intends to use the FRANs, along with other funds available under the Act, to accelerate the development and construction of the Projects. The Series 2000 Notes and the two additional series of FRANs which are articipated will be a primary, but not exclusive, source of funding for the Projects. In the Act the General Assembly also established the Priority Transportation Fund as an additional source of funding for the Projects. The principal revenue sources in the Priority Transportation Fund are (i) increases in state and federal motor fuel revenues which stem from changing the point of collection, (ii) Transportation Trust Fund and Highway Maintenance Operating Fund revenues above the amounts currently forecast and programmed, (iii) interest on Priority Transportation Fund balances and (iv) any other funds that may be appropriated to the Priority Transportation Fund.

The Transportation Board currently expects a second series of approximately \$______ of FRANs to be issued in 2003 and a third series of approximately \$_____ of FRANs to be issued in 2006. For a discussion of certain conditions precedent to the issuance of additional FRANs, see "SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2000 NOTES-Additional Debt" herein.

THE SERIES 2000 NOTES

Description of the Series 2000 Notes

The Series 2000 Notes will be issued as fully registered notes in book-entry form. The Series 2000 Notes will be dated October 1, 2000, will be issued in denominations of \$5,000 or integral multiples of \$5,000, and will bear interest from October 1, 2000, payable semiannually on each April 1 and October 1, beginning April 1, 2001 at the rates and will mature on the dates and in the amounts set forth on the inside from cover of this Official Statement. Principal of, premium, if any, and interest on the Series 2000 Notes will be paid by the paying agent to DTC for distribution as described in Appendix H, "Book-Entry Only System."

Optional Redemption

The Series 2000 Notes matering before October 1, 20__ will not be subject to optional redemption. The Series 2000 Notes matering on and after October 1, 20__ will be subject to redemption before materity at the Transportation Board's option on and after October 1, 20__, from any money available for such purpose, in whole or in part in increments of \$5,000 or any integral multiple of \$5,000, at any time during the following redemption periods, upon payment of the following redemption prices, which are expressed as percentages of the principal amount of the Series 2000 Notes to be redseemed, plus accused interest to the date fixed for redemption:

Redemption Period	
(both dates inclusive)	Redemption Price
October 1, 20 through September 30, 20	*
October 1, 20 through September 30, 20	
October 1, 20 and thereafter	100

Selection of Series 2000 Notes for Redemption

If less than all of the Series 2000 Notes are called for redemption, the maturities of the Series 2000 Notes to be redeemed will be called in such order as the Transportation Board may determine. If less than all of the Series 2000 Notes of any maturity are called for redemption, the Series 2000 Notes to be redeemed will be selected by DTC, as hereafter defined, or any successor securities depository pursuant to its rules and procedures or, if the bookentry system is discontinued, will be selected by the Trastee by lot in such manner as the Trastee in its discretion may determine. In either event, each portion of \$5,000 principal amount thall be counted as one Bond for such purpose.

Notice of Redemption

Notice of redemption will be given by the paying agent by registered or certified mail not less than 30 nor more than 60 days before the redemption date to DTC, or, if DTC is no longer serving as securities depository for the Series 2000 Notes, to the substitute securities depository, or if none, to the registered owners of the Series 2000

Notes to be redeemed at their addresses shown on the registration books maintained by the Paying Agent. Such notice of redemption also will be given to certain securities depositaries and certain national information services which disseminate such redemption notices. During the period that DTC or its nominee is the registered owner of the Series 2000 Notes, the Paying Agent will not be responsible for mailing notices of redemption to the Beneficial Owners.

SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2000 NOTES

General

The Series 2000 Notes are limited obligations of the Commonwealth and the Transportation Board. The Series 2000 Notes are payable solely from funds appropriated from time to time for such purpose by the General Assembly, the source of which is expected to be limited to federal highway reimbursaments received from time to time by the Commonwealth, and from moneys in certain funds established under the Indenture. The Series 2000 Notes are not a debt or a pledge of the faith and credit of the Commonwealth or any of its political subdivisions.

Federal Highway Funds

Federal highway reimbursements received from time to time by the Commonwealth ("Federal Highway Reimbursaments") under the Federal-Aid Highway Program created under Title 23 of the United States Code are the principal source of repayment and security for the Series 2000 Notes. The amount of funds available to the Transportation Board under Title 23 is subject to authorization and periodic reamborization by Congress and to approval on an annual basis by the United States Secretary of Transportation. As such, the Commonwealth, as well as other state recipients of such highway reimbursements, compens for such funds with other national funding priorities. Title 23 specifically provides that a state's eligibility for funds does not create a commitment or obligation on the part of the United States to provide for the payment of principal or interest on bonds or notes. While there can be no assurance that sufficient funds will be available to the Transportation Board under Title 23 of the United States Code to pay the debt service on the Series 2000 Notes, historically Federal Fighway Reimbursements have been more than adequate to meet the debt service requirements of the Series 2000 Notes and are expected to continue as such throughout the term of the Series 2000 Notes. See the sections "FEDERAL-AID HIGHWAY PROGRAM," "COMMONWEALTH PARTICIPATION IN THE PROGRAM" and "RISK FACTORS"

Flow of Federal Highway Funds

In accordance with Section 7 of Article X of the Constitution of Virginia and Section 2.1-180 of the Virginia Code, all Federal Highway Reimbursements are paid into the State Treasury. In connection with the issuance of the Series 2000 Notes, in the Master Indenture the Transportation Board established the Debt Service Fund to secure and be used for the payment of debt service on the Series 2000 Notes and additional FRANs. The Indenture requires the Transportation Board to make transfers of appropriated Revenues which, as described above, are expected to be derived and appropriated by the General Assembly solely from Federal Highway Reimbursements, to the Trustee for deposit to the Debt Service Fund. The Trustee will make debt service payments on the Series 2000 Notes and additional FRANs from the Debt Service Fund.

The Payment Agreement and Commonwealth Appropriation Procedures

The responsibility of the Transportation Board to cause Revenues to be transferred to the Trustee for deposit in the Debt Service Fund and to perform its obligations under the indenture are subject to and dependent upon annual appropriations by the General Assembly for such purposes.

A Payment Agraement, dated as of October 1, 2000 (the "Payment Agraement") among the Transportation Board, the Treasury Board and the Secretary of Finance of the Commonwealth (the "Secretary of Finance") provides, among other things, the procedures for requesting appropriations of Revenues sufficient to pay debt service on the Series 2000 Notes and for the payment of the appropriated Revenues to the Trustee in accordance with the Indenture. The Payment Agreement requires the Transportation Board to submit annually by December 1 to the Governor a statement setting forth the amount of debt service due or expected to become due on the Series 2000 Notes for the next succeeding account or biennial period. The Payment Agreement requires the Transportation Board, the Treasury Board and the Secretary of Finance to use their bast efforts to have (i) the Governor include.

among other things, the amount so specified in each biennial or any supplemental budget of the Communwealth, and (ii) the General Assembly appropriate the amount requested by the Governor. Once the amounts for debt service on the Series 2000 Notes and any other amounts required by the Indenture, including certain administrative expenses are appropriated by the General Assembly, the Treasury Board is required under the Payment Agreement to process the necessary documents for payment, as directed by the Transportation Board, to the Trustee of debt service on the Series 2000 Notes and any other amounts required by the Indenture, including certain administrative expenses. The Transportation Board is required to notify the Treasury Board, the Secretary of Finance and the Trustee promptly upon becoming aware of any failure by the General Assembly to make the requested appropriation. See Appendix B "Summery of Certain Provisions of Basic Documents."

The General Assembly adopts a biennial budget in even-numbered years and amends the budget in odd-numbered years. The General Assembly is not required, and is under no legal obligation, to make an appropriation for any payments under the Payment Agreement or otherwise in respect of the Series 2000 Notes. The General Assembly has never failed to make an appropriation for payment of debt service on obligations on which the Commonwealth or an agency or instrumentality thereof has agreed, subject to the appropriation of funds by the General Assembly for such purpose, to make such payments.

To the extent that the payments under the Payment Agreement included in the Commonwealth's budget are appropriated by the General Assembly and approved by the Governor, the Treasury Board is required under the Payment Agreement to process the necessary requisitions for payment, as directed by the Transportation Board, of amounts due under the Indenture to the Trustee.

Carrent Budget Appropriation

Chapter 1073 of the 2000 Acts of the Virginia General Assembly (the "2000 Appropriation Act") appropriates to the Transportation Board a sum sufficient for payment of debt service on the Series 2000 Notes for the fiscal years ending June 30, 2001 and June 30, 2002. For further discussion of the 2000 Appropriation Act, see the subsection emitted "The 2000-2002 Budget Bill" of Appendix D.

It is expected that the Series 2000 Notes will be paid from the amounts, if any, appropriated by the General Assembly for the payment of the Series 2000 Notes. The General Assembly may amend its appropriation acts to reduce or delete such appropriation, and the General Assembly has no obligation to make any appropriations to pay debt service on the Series 2000 Notes in future years.

Debt Service Fund

The Debt Service Fund established by the Master Indenture is held by the Trustee. The Debt Service Fund contains three accounts — an Interest Account, a Principal Account and a Redemption Account — for the accountation of appropriated Revenues received from the Transportation Board for the purpose of paying debt service on the Series 2000 Notes and additional FRANs when due. Amounts in the Debt Service Fund are included in the Trust Estate securing the Series 2000 Notes and additional FRANs.

Except as described below, on or before the 25th day of each month, the Transportation Board shall transfer appropriated Revenues to the Debt Service Fund in an amount equal to a pro-rate portion of the interest due (normally one-tixth) for the next annual period communiting October 2 and ending October 1 of the following calendar year ("Bond Year") and the principal due (normally one-twelfth) on the Series 2000 Notes and additional PRANs in the succeeding twelve month period. See "Coverage Trigger Mechanism" below and Appendix B, "Summary of Certain Provisions of Basic Documents."

Coverage Trigger Mechanism

The Indenture requires a Transportation Board representative to file with the Trustee, by or before November 15 of each year, a certificate stating whether Federal Highway Reimbursements projected to be received for the next federal fiscal year commencing on October I ("FFY"), plus other Revenues, if any, appropriated by the General Assembly with respect to all outstanding FRANs for such fiscal year (the "Projected Revenues") equal at least 1.50 times the amount of Revenues required to be deposited in the Debt Service Fund for the next succeeding Board 'ear with respect to all outstanding FRANs (the "Debt Service Requirement"). If the Projected Revenues set forth on the certificate do not equal at least 1.50 times the Debt Service Requirement, the Transportation Board, by or before the 25th day of each month, beginning the first month of such next FFY and continuing until such time as the Transportation Board certifies that Projected Revenues equal at least 1.5 times the Debt Service Requirement

with respect to the applicable Bond Year, must transfer all appropriated Revenues to the Debt Service Fund until there are amounts in the Debt Service Fund equal the Debt Service Requirement for each FFY. See Appendix B, "Summary of Certain Provisions of Basic Documents."

Additional Debt

The Act limits the amount of FRANs issued to provide funds to pay costs of the Projects under the Act to \$800,000,000 outstanding at any one time, exclusive of FRANs issued to pay financing expenses or to refund other FRANs. This limit could be changed by the General Assembly. The Transportation Board currently expects to issue FRANs in three series on a revolving basis in an aggregate amount of up to \$1.1 billion pursuant to the Act through 2006.

The Indenture provides the Transportation Board may issue one or more series of additional FRANs under the Indenture on a parity with the Series 2000 Notes upon satisfaction of various conditions in addition to those imposed by the Act. The Indenture provides that additional Series 2000 Notes may be issued (i) to pay costs of all or any portion of the Projects authorized by the Act in an aggregate amount not to exceed that anthorized under the Act, (ii) to refund any FRANs, including without limitation Bond Anticipation Notes (as defined in the Indenture) issued under the Act, and (iii) to pay related financing expenses.

Pursuant to the Indenture, the Transportation Board may issue additional new money (non-refinding) FRANs, to be secured by the Revenues on a parity with the Series 2000 Notes only if either (i) the Chairman or Vice-Chairman of the Transportation Board certifies that Projected Federal Highway Revenues (as defined in the Indenture) for the period ending upon the termination of the current authorization for the Federal-Aid Highway Program shall equal or exceed 3.0 times Maximum Annual Debt Service, including debt service on the additional FRANs or (ii) (A) the Transportation Board agrees in a supplemental indenture providing for the issuance of such additional FRANs, to request an appropriation from the General Assembly of amounts from the Transportation Trust Fund to the extent required to pay debt service on all outstanding FRANs for each fiscal year in which such FRANs remain outstanding and (B) the Trustee receives written confirmation from each Rating Agency that the issuance of such additional debt will not cause the credit rating on any outstanding FRANs to be lowered or withdrawn. See Appendix B, "Summary of Certain Provisions of Basic Documents."

Additional Revenues

The Act provides that the Series 2000 Notes and any additional FRANs will be payable from funds appropriated by the General Assembly first from Federal Highway Reimbursements. The Act further provides that such funds may then be appropriated (i) any other federal highway assistance received by the Commonwealth, (ii) at the discretion of the Transportation Board, to the extent required, from legally available revenues of the Transportation Trust Fund and (iii) from such other funds, if any which may be designated by the General Assembly for such purpose. The Indenture permits such additional appropriated amounts to be counted as "Revenues" and "Projected Revenues" for purposes of the coverage trigger mechanism.

[Other federal highway assistance received by the Commonwealth?]

The Transportation Trust Fund was established by the General Assembly in Chapters 11, 12, 13 and 15 of the Assembly, 1986 Special Session (the "1986 Special Session Acts") as a special nonreverting fund administered and allocated by the Transportation Board for the purpose of increased funding for construction and other capital needs of state highways, airports, mass transit and ports. The Transportation Trust Fund is funded primarily from additional revenues generated by increases in the retail sales tax, motor fuel tax and motor vehicle related taxes and fees effected by the 1986 Special Session Acts and designated for deposit in the Transportation Trust Fund. The Transportation Board makes no representation that the General Assembly will maintain the Transportation Trust Fund or that the General Assembly will not repeal or materially modify the 1986 Special Session Acts.

The Transportation Board is not legally obligated and does not currently intend or expect to seek appropriations from revenues of the Transportation Trust Fund or any other funds of the Commonwealth for debt service on FRANs, including the Series 2000 Notes.

Project Fund

The Master Indenture establishes the Project Fund, which will hold a postion of the proceeds from the sale of the Series 2000 Notes and any Additional FRANs. Moneys in the Project Fund are to be used by the Trustee, pursuant to a requisition from the Transportation Board solely (i) to pay or relimburse the Transportation Board for any costs of the Projects (as defined in the Indenture), (ii) to pay issuance costs with respect to the Series 2000 Notes and any Additional Notes, and (iii) to retire any Series 2000 Notes or Additional Notes (other than Bond Anticipation Notes ("BANS")). Amounts on deposit in the Project Fund (except any amounts in the BAN Repayment Account) are included in the Trust Estate which secures the Series 2000 Notes and any additional FRANs.

SOURCES AND USES OF FUNDS

The estimated sources and uses for the Series 2000 Notes exclusive of any accrued interest are as follows:

Sources:

Principal Amount of Series 2000 Notes Original Issue Pranium/(Discount)

Usex

Deposit to the Project Fund Costs of Issuance Underwritats' Discount

Total

FEDERAL-AID HIGHWAY PROGRAM

The proceeds of the Series 2000 Notes will be used by the Commonwealth to finance a portion of the costs of the Projects. The principal source of repayment and accurity for the Series 2000 Notes will be payments received by the Commonwealth from the federal government under the Federal-Aid Highway Program (the "Program"), pursuant to which the federal government reimburses states for the federal share of approved highway projects.

Cortain Program features or requirements are explained or further defined where they appear below but are impoduced here for reference:

- The Federal Highway Trust Fund (the "HTF"): The HTF is a dedicated faderal fund with dedicated revenues held in trust for reimbursement of expenditures by the states for costs of eligible transportation projects, including highway projects.
- Authorization: Authorization is the process by which Congress authorizes the expenditure of federal
 revenues on federal programs. For the Program, authorization historically has been, and continues to be,
 provided on a multi-year basis. This, together with the availability of HTF revenues and future HTF
 collections permits states more certainty in planning long-term highway projects.
- Apportionment: For each FFY, the FHWA apportions the authorized funding aroung the states according to
 formulas established in the authorizing statutes. The distribution of federal funds that do not have a
 statutory formula is called "allocation" rather than "apportionment."
- Obligation Authority: Obligation is the commitment of the federal government to pay, through
 reimbursements to a state, the federal share of the eligible expenditures on an approved project. The
 amount of such federal revenues that a state can obligate in a given FFY is called its "Obligation Authority"
 ("OA").
- Advance Construction ("A/C"): The Advance Construction procedure allows states to commence eligible
 projects without first having to obligate the federal government's share of expenditures. Thus, states may
 begin a project before amassing all of the OA needed to cover the federal government's share.
- Partial Conversion of Advance Construction: Under partial conversion of Advance Construction, in a
 given year a state may convert A/C to OA and thus be eligible for reimbursement for a portion of the
 federal share of an Advance Construction project in that or a subsequent FFY. This removes any
 requirement for the state to wait for reimbursements until the full amount of OA needed for the entire
 project is available.

These features of the Program work in a complementary fashion to provide a regular flow of federal reimbursements over the years to state highway projects. The participation of the Commonwealth in such reimbursements, and the role of such participation in providing payment and security for the Series 2000 Notes, is discussed in "COMMONWEALTH PARTICIPATION IN THE PROGRAM."

It should be noted that the terms and conditions of participation in the Program as described herein are subject to change at the discretion of Congress. There can be no assurance that the laws and regulations now governing the Program will not be changed in the future in a manner that may adversely affect the ability of the Commonwealth to receive adequate Federal Highway Reimbursements to pay the Series 2000 Notes and other FRANs.

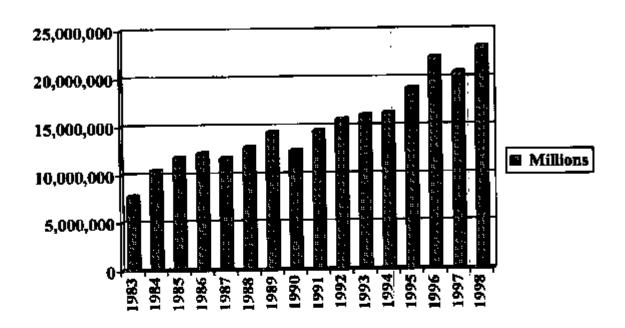
Federal Highway Trust Fond

The FHWA administers payments to states under the Program through the HTP. Punded by the collection of federally-imposed motor vehicle user fees, primarily first taxes, the HTF is a dedicated fund with dedicated revenues held in trust for reimbursement of the states cost of transportation projects, including highway projects. The HTF presently contains the Highway Account and a Mass Transit Account. The Highway Account receives approximately 84% of gasoline tax revenues and 88% of diesel fuel tax revenues, with the remaining share of such revenues deposited in the Mass Transit Account. Using revenues in the Highway Account of the HTF, the FHWA reimburses states for expenditures related to approved highway projects. The FHWA distributes these revenues to states based on apportionment and allocation rules prescribed by federal law.

Current law requires that the cash balance of the Highway Account of the HTF, plus projected revenues for the next two years, anust suffice to repay all empaid authorizations before any additional appointments of revenues can be made from the HTF.

Federal gasoline excise taxes are the largest revenue source for the HTF. The majority of these tax revenues, including 15.45 cents out of the current 18.4 cents per gallon tax, go to the Highway Account. The following table shows annual and projected HTF collections in the Highway Account for the period FFY 1982 through FFY 2003.

Payments into the Highway Account of the Highway Trust Fund 1983-1998⁽¹⁾



(1) Excludes interest on balances.

Source: Federal Highway Administration, Table FE-210

The HTF Surplus. Since 1956, the Highway Account of the HTF has accumulated a surplus of revenues as more revenues have been generated for the account through collections and interest income than have been distributed to states under the Program. The HTF is required under current federal law to maintain a positive balance to ensure that prior commitments for federal revenues can be met. This requirement allows states the flexibility to receive reimbursement revenues up to four years after federal funds first were obligated.

Reauthorization of HTF Collections. Collection of HTF taxes ("HTF collections"), like the Program isself, periodically must be reauthorized by Congress. Historically, the HTF and its constituent taxes have been authorized to operate for limited periods of time. Originally, the HTF was authorized through June 1972; it was reauthorized several times and the Intermodal Surface Transportation Efficiency Act of 1991 ("ISTEA") reauthorized the Program through September 30, 1997 and reauthorized the HTF and most of the user taxes that flow into a through September 30, 1999. The Transportation Equity Act for the 21" Century ("TEA 21") further extended the Program through September 30, 2003 and HTF collections through September 30, 2005.

History

The Program originated in the Federal-Aid Highway Act of 1956. The Program initially was established as a pay-as-you-go system, meaning that costs of constructing and maintaining the system were to be borne primarily by users, who would pay a federally-imposed tax on motor fuels. Federal user fees were to provide 90% of the cost of construction, with the remainder paid for by the states.

The 1982 Surface Transportation Assistance Act ("STAA") made notable changes to the Program, and began the modern multi-year (i.e., four or more years) authorizing process. STAA also guaranteed each state a

The Federal-Aid Highway Act of 1936 was one of a long series of authorizing statutes for the Program. Extensions of the act were passed in 1938, 1939, 1960, 1961, 1962, 1964, 1966, 1968, 1970, 1973, 1974, and 1976; in section date the statute was known simply as the Federal-Aid Highway Act. The 1965 Highway Bastiffestion Act made releast additions and through the program, as did the Highway Safety Act of 1973. The 1978 Surface Transportation Act and the Federal-Aid Highway Act of 1991 also were printerly scientific science of existing scalars by.

minimum 85% return on the money paid in by users purchasing fuel in the state. Such "equity provisions" have continued in all subsequent authorizing legislation to date, and operate to compensate so-called "donor states" whose historic highway funding levels have been below their collections for the HTF.

In 1991, the Intermedal Surface Transportation Efficiency Act of 1991 ("ISTEA") broadened the focus of the Program, changed its structure significantly and created several new funding categories. ISTEA also gave state and local governments for greater flexibility in determining their transportation infrastructure priorities, whether transit or highways, and for the first time allowed significant flexibility to redirect federal revenues among such priorities. ISTEA also authorized innovative approaches to federal-aid highway funding, including the use of private sector funding sources for transportation improvements. Innovative financing procedures were encouraged, and states were anthorized to augment federal revenues with alternate sources of revenues.

Transportation Equity Act for the 21st Century. On May 22, 1998, the United States Congress passed TEA 21, an approximately \$217 billion reauthorization of the nation's Federal-Aid Highway Program and mass transit programs; and on June 9, 1998 the President approved TEA 21. TEA 21 extends the authorization of the Program through September 30, 2003. Under TEA 21, average sound authorizations to the states for FFY 1998 through FFY 2003 are approximately \$26 billion. TEA 21 increases equity protections by assuring each state at least a 90.5% return on its collections for the HTF, which was reauthorized through September 30, 2005. Under TEA 21, HTF revenues are to be spent on transportation-related improvements, rather than allowed to accumulate into large surpluses. TEA 21 provides that as of October 1998 (the start of FFY 1999), the opening balance of the Highway Account of HTF was set at S8 billion.

Operations

The present Program continues to reinhurse a large percentage of state expenditures for approved highway projects. The financial assurance provided by the Program is unusual, among federal programs, in that:

- the Program is based on dedicated revenues, from a user-tax source, deposited in a dedicated trest fund (the HTF);
- the budget and contract authority, as described in Step 2 below, of the FHWA is established by a multi-year authorization act rather than amountly through appropriation acts, and
- contract authority is not at risk during the annual appropriations process (as budget authority is in most other federal programs).

The process for reimbursing state expanditures may be summarized in three steps: authorization, obligation and program implementation. The authorization step is the most critical step in establishing overall spending authority for federal highway funding. Authorizing legislation extends the life of the Program and the collections that fund the HTF, sets Program objectives and provides formulas for determining the distribution or apportionment of available resources among the states. The existence of the dedicated revenues in the Highway Account of the HTF and the existence of molti-year contract authorizations are designed to help make available a predictable and uninterrupted flow of reimbursements to the states. The risk of contract authority lapsing between authorizing acts is minimal since sufficient unobligated balances generally exist that cover gaps in coverage between multi-year reauthorization acts.

The second step, obligation, is the process through which states make use of, or "obligate," the contract authority that has been apportioned or allocated to them in the authorization process (Step 1). Congress typically limits the amount of OA that states may use annually. To whatever extent that a state's OA is set below its authorization, the unobligated balance for that state is increased. These unobligated balances provide available funds, from which the FHWA allows states to draw, when there is a lapse between authorization acts. Under current law the unobligated balances do not otherwise entitle the states to additional funds.

The third step, program implementation, leads to actual receipt of federal funds by states. Program implementation methods vary state-by-state. States are permitted to make use of Advance Construction (A/C) and partial conversion of A/C to obligate varying amounts of federal funds to an eligible project from FFY to FFY, depending on how much of the state's OA is available from the Program and is desired for such use by the state.

The first step is the multi-year authorizing legislation. Such highway authorization acts:

- establish the taxes that fund the HTF and extend their life (reauthorization);
- establish the specific programs and procedures through which states receive federal financial assistance for their highway programs; and
- set upper limits on funding for specific programs and for the overall Program.

Multi-year Authorization Acts. As noted earlier, the modern Program periodically has been reauthorized on a multi-year basis by authorization acts, through which Congress influences the level of federal involvement in state highway program activities. Annual appropriations acts then establish any limits on the amount of federal funds that the FHWA may obligate to states in a given year.

Budget and Contract Authority. All federal programs require bedget and contract authority before revenues may be committed and spent. Normally this authority is provided through a two-step process, with authorizing legislation describing the purpose for a specific program and setting a proposed level of spending, and appropriations acts providing the budget authority or legal ability to spend federal revenues. Appropriations are often for a lower amount that that set by authorizations. The Program combines these two steps, with authorizing legislation providing to the United States Secretary of Transportation contract authority or the legal ability to enter into binding contracts with the state transportation departments ("DOTs") and other bodies specified in the Program.

Contract authority provides state DOTs with assurance about the level of future federal revenues that will be available. This, in turn, makes it easier to plan and execute multi-year construction projects. As a result of contract authority and the collection of user taxes into the dedicated HTF, the formul appropriations by Congress of revenues on an annual basis generally has been noncontroversial. Constraints arising from the annual appropriations process are described in Step 2 below.

Lapsing of Authorization. All federal programs must be authorized through enacted legislation that defines the programs and establishes maximum funding levels, and for most programs around appropriations acts are necessary to create budget authority. Indeed, for most federal domestic discretionary programs, a lapsed authorization may have little or no effect on a program, so long as revenues are appropriated. For the Program, the consequences of lapsed authorization caused when Congress falls to enact regulatorization legislation are somewhat different. While Congress may pass interim legislation, the existence of contract authority and a dedicated revenue stream means that the FHWA usually can continue to provide OA by administrative action.

Though recent federal surface transportation legislation has authorized the Federal-Aid Highway Act for four to six years at a time, there occasionally have been periods in which the previous authorizing legislation had expired and the future legislation had yet to be enacted. In such circumstances, Congress and/or the PHWA have found ways to avoid disruptions to state highway programs and, more importantly, have been able to maintain the flow of federal revenues to states. Two mechanisms in particular have kept revenues flowing:

- Access to Unobligated Balances: The 1987 Surface Transportation and Uniform Relocation Assistance Act
 ("STURAA") expired on September 30, 1991 and ISTEA was not enacted until December 18, 1991. The
 FHWA was able to act administratively to keep federal-aid funding flowing because states could use their
 unobligated balances to provide OA.
- Short-Term Authorization: ISTEA expired on September 30, 1997 and until passage of TBA 21 on May 22, 1998, no new long-term authorization legislation was smeeted. Despite the lack of long-term authorizing legislation, states were provided an upper limit on OA through passage of an appropriations act plus access to their unobligated balances. On November 13, 1997 Congress passed the Surface Transportation Extension Act of 1997 ("STEA"), which provided a six-month authorization for highway funding and established a limit on the amount of new OA states can use at funding levels equal to about a quarter of FFY 1997 authorization levels.

From October 1, 1997, the expiration of ISTEA, to November 13, 1997, the FHWA was able to manage through use of the large mobiligated balances (unused contract authority) in the Program. Since most states have unobligated balances of at least half their normal annual OA levels and an authorization act used not be in place for

the FHWA to give states new OA, states were able to spend down prior unfunded federal apportionments (contract authority) with newly allocated OA. The lack of an enacted authorization act during this period did not pose a threat to the continued flow of revenues, because dedicated highway user fees continued to flow into the HTF. (See Step 2, below, for further explanation of OA and unabligated balances.)

Annual Distributions. For most components of the Program, the authorization acts set the distribution of spending authority among states. The primary methods used to distribute authorized federal highway revenues are "apportionment" and "allocation":

- Apportisuments. The contract nuthority created by authorization acts such as ISTEA or TEA 21 is
 distributed annually among the 30 states, the District of Columbia, and Puerto Rico using a process called
 apportisument of revenues. Apportionments indicate the maximum amount of contract authority that each
 state can expend for cligible projects in specific programs. For each FFY, the FHWA has responsibility for
 apportioning authorized funding for the various programs among the states according to formulas
 established in the authorizing statute. Annual apportionments are generally made on the first day of the
 federal fiscal year, which is October 1.
- Allocations. While most highway revenues are distributed to states through apportionments, some funding categories do not contain legislatively-mandated apportionment formulas. Distribution of revenues where there are no statutory formulas is called "allocation" or "discretionary allocation." In most cases, allocated federal funding is divided among states using criteria determined administratively by USDOT or as provided in a statute, often through competitive grant procedures.

Apportionment formulas have been designed historically to ensure distribution of federal revenues among states according to program needs, but also increasingly are intended to provide states a share of total HTF expenditures relatively close to their payments into the HTF. In addition to the apportionment formulas described above, ISTEA included provisions designed to help states achieve a better ratio of payments from the HTF to payments into the HTF ("equity provisions") and to assure that no state would suffer a dramatic decline from one year to the next in its federal-aid appointment (the "bold harmless" rule).

Since FFY 1991, each annual aggregate apportionment has exceeded \$15 billion. (Source: The FHWA, <u>Highway Statistics</u>, Table FA-4.) The FHWA estimates that Highway Account income over the six-year period FFY 1998-2003 will be \$178.1 billion; combined with the opening balance under TEA 21 of \$8 billion, this would yield resources of \$186.1 billion for the Program. Presently, TEA 21 authorizes an annual average of approximately \$26 billion for FFY 1998 through FFY 2003.

Availability of Federal Highway Revenues. Federal-aid highway revenues are available to states for use for more than one year. Their availability does not terminate at the end of the FFY, as is the case with many other federal programs. Consequently, when new apportionments or allocations are made, the amounts are added to a state's timised apportionments and allocations from the previous FFY. Should a state fail to obligate (commit to spend) a year's apportionments and allocations within the period of availability specified for a given program (often 4 years), however, the anthority to obligate any remaining amount lapses - that is, it is no longer available to the particular state.

Matching regularments. With a few exceptions, the federal government does not pay for the entire cost of construction or improvement of federal-aid highways. Federal reimbursements are typically matched with state and/or local government revenues to account for the necessary dollars to complete the project. The maximum federal share is specified in the legislation authorizing the program. Most projects have an 80% federal share while Interstate Construction and Maintenance projects typically have a 90% federal share.

Step 2: Obligation

The second step of the federal-aid funding process occurs when revenues that have been authorized by legislation, and either apportioned or allocated to individual states, are obligated for a specific purpose. As noted in the previous section, Congress uses annual appropriations acts to control actual, annual obligation of funds in the HTF. Appropriations acts limit the amount of federal money that actually will be obligated and thus ultimately spent, and these annual amounts may be less than the authorized amount. This ceiling on the amount of contract authority that states may use is called the "annual obligation limit."

Obligation is the commitment of the federal government to pay, through reimbursement to a state, the federal government's share of an approved project's eligible costs. This process is important to the states because it allows states to award contracts with assurance than the federal government will reimburse its share of incurred costs. From the federal perspective, obligations made are the outlays the federal government has committed to make from the HTF in the future. Because of the close relationship between obligations and outlays, Congress and the FHWA play a strong role in determining how much federal funding can be obligated by individual states through two primary processes:

- Appropriations Acts; and
- Distribution of OA.

Appropriations Acts. Congressional appropriations committees use the amount of federal-aid highway revenues that states can obligate in a given year, called "Obligation Authority" ("OA"), as a means of balancing the annual level of highway spending with other federal budgetary priorities. This is accomplished through the establishment of an annual obligation limitation in the annual federal Department of Transportation and Related Agency Appropriations Act. The annual obligation limitation can be less than the level of funding authorized for the same year.

Distribution of OA. The obligation limitation is the amount of anthorized funding that Congress allows states collectively to obligate in an individual year. The process of determining the annual obligation limitation begins when Congress establishes annual domestic discretionary spending cape-the annual of federal dollars that can be spent on all domestic, non-entitlement programs in a given year. Once budget caps are determined, Congress distributes spending levels across different program areas, and a targeted level of outlays for highway spending is determined. Congress then establishes the amount of highway funding that can be obligated in the given year. This level often is below the authorized around level, and serves as a limit on the total obligations in that particular year.

Once Congress establishes an overall obligation limitation, the FHWA distributes OA to states proportionately to each state's share of apportioned and allocated revenues. The actual ratio of OA to apportionness and allocations may vary from state to state because some federal-aid programs are exempt from the obligation himitation. Once each state's OA is set, states then submit requests to the FHWA to obligate revenues representing the federal share of specific projects throughout the years. (A further description of this process is included in Step 3.) As a state obligates revenues, its balance of OA is commensurately reduced, although additional Authority may be received (e.g., via re-allocation from other states).

A state's OA (unlike its apportionments and allocations of authorized funding) must be used before the end of the FFY for which it is made available; if not, it will be distributed to other states. The FHWA closely monitors each state's plants for use of OA. In mid-summer, the FHWA collects any OA from states that do not plan to obligate all of their available OA before the end of the FFY, and redistributes it to other states that can obligate the revenues. This reallocation of OA is known as the "August Redistribution."

Unobligated Balances. Because congressional authorization of federal-aid highway revenues represents a commitment to make all authorized revenues available to states for highway purposes, any shortfall between the limit on OA created through the annual appropriations process and the amount of contract authority apportioned and allocated to states does not disappear. Instead, the difference between obligation limitations and authorization levels creates what are known as "unobligated balances."

Although most federal-aid apponionments lapse after four years, this rarely happens with apponioned highway revenues because old apponionments are always spent before new apportionments. That is, when a state receives new apportionments and OA at the beginning of an FFY, obligations are first made against remaining prior years apponionments plus allocation until these are depleted. The net affect of this process, in conjunction with the year-to-year establishment of obligation limitations, has been that states have amassed considerable mobiligated balances.

As explained in Step 1, above, unobligated balances permit the Program to continue to fund state highway projects during periods in which Congress fails to enact a reanthorization law before the expiration of the previous authorization period. In such periods, the unobligated balances allow states to fund their programs for sever; I months, or even longer, after an authorization act has expired.

Step 3: Program Implementation

The third and final step in the overall federal-aid highway funding process - program implementation - occurs after authorized revenues have been distributed to states, and after states have had the opportunity to obligate those revenues. Once federal-aid highway revenues have been authorized and obligated, states must have developed highway programs that describe, at a project-by-project level, exactly how federal reimbursements will be carned. The process of developing and implementing state highway programs has three broad elements:

- budecting:
- planning and programming; and
- fiscal management and reimbursement.

Budgeting. Budgetary information about evallability of funding is crucial to the development of state highway programs. Projected state and federal funding levels are used to budget transportation needs. Consequently, state transportation budget officials track the availability of funding and develop forecasts of future state and federal revenues. States must estimate the availability of short and long-term state and federal funding in order to plan their highway programs. They use this information as a guide during long-range planning, and as a strict constraint on short-term programming. In the Commenwealth, the General Assembly has primary responsibility for budgeting.

Planning and Programming. The budget process - particularly the identification of available funding - provides the context for transportation planning and programming. The long-range planning process provides a big-picture perspective of anticipated project needs regionally across the Commonwealth. Transportation Improvement Programs ("TIPs") follow on from long-range plans and provide a detailed outline of projects that are proposed for implementation in a time-frame of two to six years. The Transportation Planning Division and the Programming and Scheduling Division coordinate transportation planning and programming activities for the Virginia Department of Transportation (the "Department"). At the Commonwealth level, the Department is responsible for the preparation of plans. At the federal level, state and local highway plans are reviewed by U.S. Environmental Protection Agency ("EPA") and the FHWA.

As a condition for receiving federal reimbursements for transportation programs, states must develop comprehensive transportation plans based on anticipated long-term state and federal funding levels for Program categories. States and urban areas must satisfy these federal requirements to remain eligible for federal reimbursements, and specific projects are not eligible urbass they are either directly identified in a long-range plan or consistent with policies and objectives identified in long-range plans. ISTEA required states to develop long-range transportation plans ("LRPs") that identify long-range state policies, objectives, and goals, while using realistic projections of available future state and federal funding

ISTEA also required that short-term planning and programming be conducted at least every two years through the development of a TIP for each metropolitan area. Among other requirements, each TIP must include, for each project, the estimated project cost and amount of federal revenues proposed to be obligated during each year. Each draft TIP is submitted to the regional Transportation Advisory Group, a citizen panel established to coordinate public review of the TIP. Once formally approved in a public meeting, the TIPs are approved by the Metropolitan Planning Organization. The TIPs are then combined into the State Transportation Improvement Plan ("STIP"), which also includes projects from regions outside a state's metropolitan areas. The STIP lists all projects proposed for funding with federal revenues for a period of at least three years. The STIP is then submitted to the FHWA and the Federal Transit Authority.

The Virginia STIP is developed animally and covers a six-year period. STIP development is coordinated by the Department. Initially, State transportation budget officials project available state and federal funding for the next six years, based on anticipated federal apportionments and anticipated state transportation funding. This total is then reduced to account for regionally significant projects and programs. After such needs have been determined, formulas established by the General Assembly are applied to the remaining balance to calculate programming amounts for the different highway systems. Only after this process is complete can a project formally be considered; at of the Commonwealth's transportation funding plan.

Fiscal Management and Federal Highway Relimbursements. Once producing, planning and programming are complete, projects move into a fiscal management phase. The fiscal management process is the third element of

the implementation step in the overall federal highway funding process. A state-led fiscal management system-conducted in accordance with FHWA requirements is used to determine exactly how much federal funding will be received for each project, to obtain final FHWA authorization before projects are implemented, and to ensure timely federal reimbursement of state expenditures on contractor costs. In the Commonwealth, these activities are coordinated and performed by the Department,

States must follow federal fiscal management procedures as they implement projects that have passed through the apparoral and programming processes. These fiscal management procedures ensure that the FHWA and states are able to manage the process efficiently, from project authorization to actual payment of Federal Highway Reimburgements to the state.

In the traditional approach, a state simply obligates the full federal there of available funding at the beginning of the project, concurrent with project authorization. The first step in the fiscal management process begins when a state requests authorization to use federal funding on a project. The project sponsor submits plans, specifications and estimates ("PS&Es") for a project to the PHWA division office, and requests that the FHWA approve the use of federal funding for the appropriate federal share of the project. The project must be in the STP and the PS&Es must identify the category of federal funding that will be used.

The FHWA evaluates the PS&Es to ensure that the project is eligible for federal funding and meets a variety of federal requirements (g.g., design standards). Provided that all requirements are satisfied, the FHWA authorizes federal participation in the project, and obligates the federal share of project costs. By obligating the revenues, the FHWA makes a commitment to reimburse the state for the federal share of eligible project costs. It sets aside the appropriate amount of that state's OA, and also sets aside an equivalent amount of apportioned revenues by program (or programs). Accordingly, the state must have sufficient OA to cover the level of federal participation it is requesting.

Once authorization for a project has been obtained, the state advertises the project and receives bids. Based on actual costs identified in bids, the state awards the contract to the lowest qualified bidder and submits a request to the FHWA asking for any necessary adjustments to federal obtigations for the project. If approved, the amounts agreed to are included in a project agreement which identifies the revenues that will be encumbered by the state (formally applied against the state's resources), and the amount that will be reimbursed by the federal government.

Construction begins, and contractors submit bills to the state as work is completed. A state pays its contractor's bills with cash from the state treasury; the state bills the FHWA electronically for the federal share of completed work for which payment has been made; and the FHWA makes payment to the state via electronic transfer. This FHWA reimbursement to the state liquidates its obligation for the federal share of the costs incurred to that point. As project work continues and state expenditures are reported to the FHWA, federal reimbursements are made, generally on a weekly basis. In the Commonwealth, reimbursement requests are submitted daily and reimbursements are made by wire transfer within eleven days. The Commonwealth's system and management in general, and the project expenditures in particular, are highly automated,, leading to a routine flow of Federal Highway Reimbursements based on actual spending on approved projects.

Innovative variations on this fiscal management approach include Advance Construction and partial conversion of Advance Construction. These variations complement one another to provide a state with additional flexibility in managing its OA and cash.

COMMONWEALTH PARTICIPATION IN THE PROGRAM

The flow of Federal Highway Reimbursements into the Deht Service Fund, and the resulting ability to meet the debt service requirements on the Series 2000 Notes, will depend on several factors, most notably, the amount of funding provided to the Commonwealth by the federal government under the Federal-Aid Highway Program, the Commonwealth's ability to obligate funding for eligible projects and the Commonwealth's ability to receive reimbursements. The sections below summarize the recent history of funding levels provided to the Commonwealth under the Program, the Commonwealth's use of such funding, the anticipated funding levels that will be made available to Virginia under the Program and the Commonwealth's accounting system and procedures for tracking project expenditures and reimbursements. In addition, centain other information is provided regarding federal equity provisions and the Commonwealth's potential ability to utilize future available funding.

Funding History

Role of CA. As noted in the previous section, the cultivation of the federal suchedistrion and appropriation process for the Policul-Aid Highway Program is the provision of OA to a same. OA, which is appropriated to states on an annual leads, sets the upper limit on the finited procurements commitment to pay, through reliable remaining the play, through reliable remaining the play through reliable remaining the play through the process of adjusted but not yet may and determines the mannant of finland highests another than a years OA obligated but not yet empended determines the mannant of finland highests another than a state may receive assentily under the Program. Although assent CA is not a direct representation of the assent of reinforcements a state will receive under the Program in a given year (n.e., due to lags in spending), OA levels will determine over time; the automat of considerationals that a state may receive.

GA Provided to the Commonwealth. Since the advant of the product multi-year inducid authorization acre in 1982, the Communication has statistical administration funding through the Program. The table below details the amount of QA made available to the Communication. The amount of QA made available to the Communication. The amount of QA made available varied substantially, ranging from \$239.8 million in FFY 1991, to \$512.4 million in FFY 1999.

Communication of Virginia History of OA, OA Use, Reinstancements Retained and Contributions to the HTF

Fateral Fiscal Year coding Section 20	<u>QA</u>	Bogas lai	<u>Tetal</u>	Actual Obligations	Reimbersenents Received (b)	<u>Continuina is</u>
1989 1990 1991 1993 1994 1995 1996 1997 1998	\$247,045,337 248,361,258 239,001,950 369,731,199 283,816,003 381,304,236 363,079,491 385,882,154 441,470,925 424,744,024	\$4,726,784 4,560,614 0 3,367,113 0 5,347,573 5,094,603 5,992,610 0	\$251,772,161 252,922,172 239,801,830 369,731,119 287,383,116 381,304,236 368,427,044 391,391,757 447,462,925 424,744,024	\$251,772,161 252,922,172 259,801,950 369,731,119 267,383,116 361,304,216 368,427,044 391,201,757 447,462,925 424,744,024	\$374,596,363 310,310,049 304,973,534 293,339,869 288,451,452 237,310,710 384,233,791 346,277,319 410,654,786 422,449,525	\$397,026,000 231,353,000 225,709,000 428,035,900 442,037,900 442,835,000 562,940,800 623,925,800 564,283,808 201,023,800
1999	512,416,645	0	512,416,645	5 <u>12,</u> 416,645	522,928,877	

Line of GA. Ag the clear shows, over the last 10 years the Commenwealth has used all the GA provided by the findual government including redistribution brouges of GA resulting from mider-philastics in other states.

Obtigated Coverage and Release. Once GA has been stringered, the Communication sweets construction contracts, under work in-progress payments and make mindomsceners for the failural steam of such payments. See "Commonwealth Reindressement Procedures, Converting Federal Obligations in Reindressements," below. Again, "Commonwealth Weindressement Procedures, Converting Federal Obligations in Reindressements," below. Again, because of the contil-year nature of reintry projects, the Commonwealth will have at any given time an "aventary" of OA that has been obligated by the Commonwealth, yet in pending the categorie det of the project. This surch thurself

^[4] Realizables recibed by the Communication of the August Realizables.

[6] Representation and other party from your engine transits below the sub-of-the PPT shows.

[6] Period gustine and other party White term estimated in the Communication.

Realizable Digitary Administration-Digitary Symbolics and YDATT.

OA represents assume of federal coimburgement that will flow to the Cohenementh at the current highway perjods in progress are completed over the construction cycles to each type of project. These believes are not subject to Congressional resultestization or budget procedures.

Communication of Virginia Obligated Unrelationed Balances (in million)

Year	Obligated Owelmbased <u>Ballatics</u>
1989	\$ 45 2
1990	419
1991	422
1992	348
1993	642:
1994	OIB
1995	852
1996	910
1997	1.017
1992	1,068
1999	1,083

Parare Utilization of Perioral Kirlsway Assistance

Set forth below is a projection of manuals to be received by the Transportation Board circle; the Program.

Projected Federal Relationsments* Federal Placel Year	
Earling September 50	Angon
2000	\$514,435,000
2001	\$361,010,016
2002	\$701,200,561
2003	\$630,307,000
2004	\$620,048,000
21NL5	2618,515,000
2006	2548 196 000

^{*} Projected flederal treasternoments for PVT 2001 & 2002 based on spajeots which have been extended and these projects contently in the Department a advantagement exhaults. Projections beyond PVY 2002 are based on exhaults of Referral approximants from the EUT; excluding provide companies of Referral grants.

As of May, 2000, Virginia has \$1,014 billion in project come qualified for reinformment which, when spece, should carrie that the state will be able to draw down future federal existing contributes when available.

Communication Reinstancement Procedures

States are required to one a domined accounting system to track pargest expenditures and reinburstments. In addition, a federal system mades payments to states. The fescal consequent groups within the Department lists day-to-thy seaponability for paying Project bills and for necessing prompt rejectoracy, for the federal share of these bills. A computer-hand project accounting, reposting and billing system is used to track encurabances and expenditures for all projects, lackading highway projects, administered by the Commonwealth.

Fracting Federal Obligations: Pederal finals are broken down into apocific appropriation codes. Sente appropriation codes are subject to the obligation limitation as described above, while same appropriation codes between obligation limitations. Buth appropriation code represents eligibility angularments, federal proteins note and the length of obligation availability before frank lapse. The Department expects to obligate \$714,438,233 available for obligation for all programs for FFY 2000. The Programming and Schoduling Division avenues federal femile obligations per appropriation code. The Division uses arony tools to determine the available halones per appropriation code and strive to obligate all federal femile before lapsing.

Converting Federal Obligations to Reimbursements. Requests for federal funds typically occur on one project and phase at a time. The funding amount requested is based on the cost estimate at that time and is revised throughout the life of the project. The progress of construction projects are tracked through three major activities called phases: (i) preliminary engineering phase - studies needed before construction starts, (ii) right-of-way phase - expenditures for land purchase and costs that occur along the med essement and (iii) construction phase - the actual building of the road. This is done via a signed project agreement between the Department and FtiWA (a "Federal Agreement").

Each Federal Agreement is entered into the Department's accounting system ("FMS") which assures compliance with the "hilling rules" for the daily bill to FHWA. Each Federal Agreement is identified by a unique number which is used in FMS's billing rules as well as in FHWA's project pracking system. The billing rules are linked to the various state "expenditure rules" in FMS. As highway projects inour work-in-progress payments, FMS performs life-to-date calculations for every Federal Agreement for all posted participating expenditures nightly. This process results in a bill to FHWA the next marning seeking reimbursement.

The Department (as well as all other state agencies) must comply with the federal Cash Management Improvement Act. (31 U.S.C.S. §§6501 et seq.) Interest cannot be earned on federal funds until those funds have been expended. The Commonwealth Department of Accounts performs a series of calculations based on "bank float days" and provides the Department with information to determine when federal funds are due for incurred costs. Currently, federal funds are due eleven days after the FMS expenditure post date.

DEHT SERVICE REQUIREMENTS

The following table sets forth for the Bond Years ending each October 1 the amounts needed in each annual period for payment of principal of and interest on the Series 2000 Notes.

Bond Year	Principal	Interest	Bond Year Debt Service
2001			•
2002			
2003			
2004			
2005			
2006			
2007			
2008			
2009			
2010			

COMMONWEALTH TRANSPORTATION BOARD AND VIRGINIA DEPARTMENT OF TRANSPORTATION

Commonwealth Transportation Board

The Transportation Board was created pursuant to Chapter 1, Title 33.1 of the Virginia Code, and is responsible for general policies for the construction and use of Virginia's highway system and for the efficient and economic development of transportation. The powers and duties of the Transportation Board include, among other things, the allocation of funds in the Transportation Trust Fund.

The Transportation Board consists of seventeen members from various areas of the Commonwealth appointed by the Governor, subject to confirmation by the General Assembly. One member is chosen from each of the Commonwealth's nine highway construction districts, three members are selected as urban at-large members and two members are selected as rural at-large members. In addition to representing rural and urban transportation needs, the at-large members represent the interests of scaport, airport, ratiway and mass transit users. The Chairman of the Transportation Board is the Secretary of Transportation of the Commonwealth. The Vice Chairman is the

Commonwealth Transportation Commissioner, who is also the chief executive officer of the Department. The current membership of the Transportation Board, the expiration dates of their terms and the constituency represented by each member are as follows:

Member	Term Espires	Constituency
Shirley J. Ybarra	At the Pleasure of the Governor	Chairman, Transportation Board; Secretary of Transportation
Charles D. Nottingham	At the Pleasure of the Governor	Vice Chairman, Transportation Board; Communwealth Transportation Commissioner
Lea J. Bevon	At the Pleasure of the Governor	Director, Department of Rail & Public Transportation
William W. Prettyman	June 30, 2001	Hampton Roads District
John H. Grubb, Jr.	June 30, 2000	Rural At-Large
Roy Parrish Byrd	June 30, 2003	Lynchburg District
Bryan B. Komblau	June 30, 2003	Richmond District
Lorinda G. Lionberger	June 30, 2001	Salem District
Leonard S. Mitchel	June 30, 2002	Urban At-Large
Benjamin R. Humphreys, Jr.	June 30, 2002	Fredericksburg District
Max B, Porter	June 30, 2002	Rural At-Large
L.C. Martin	June 30, 2000	Bristol District
S. Grey Folkes, Jr.	June 30, 2002	Urban At-Large
H. Carter Myers, III	June 30, 2002	Culpeper District
Olivia A. Welah	June 30, 2000	Staunton District
J. Kenneth Klinge	June 30, 2000	Northern Virginia District
Ulysses X. White	June 30, 2001	Urban At-Large

[•] Bound members with supplied terms continue as members of the Trumportation Board until a new appointment is made.

Shirley J. Yharra, Chairman, Transportation Board and Secretary of Transportation

Secretary Ybarra has served as Secretary of Transportation and Chairman of the Transportation Board since being appointed to these positions by Governor Jim Gilmore, effective January 18, 1998. Prior to her appointment, Secretary Ybarra served as Deputy Secretary of Transportation, appointed by Governor George Allen in April 1994. In 1995, Governor Allen appointed Deputy Ybarra to serve as one of the Administration representatives on the Commonwealth Competition Council. Before joining the Commonwealth, Ms. Ybarra was Special Assistant to the Secretary for Policy to United States Secretary of Transportation Elizabeth Dole from 1983 to 1987. Just prior to being appointed deputy secretary, Ms. Ybarra was executive vice president of Stateside Associated, a state government affairs consulting firm in Arlington, Virginia. Earlier, Ms. Ybarra was president of the Americas of ABC International. She also had served as vice president and partner with Simat, Helliesen and Eichner. Inc. in New York. She received both her undergraduate and master's degrees from the University of Nebraska.

Virginia Department of Transportation

The Department has the responsibility for construction, maintenance and operation of the Commonwealth highway system under legislation enacted by the General Assembly and in accordance with policies and procedures adopted by the Transportation Board.

The Department's budget for the fiscal year ending June 30, 2001, is approximately \$3.2 billion. As of lune 30, 2000 the Department had 389 construction projects underway for an aggregate amount of approximately \$1.81 billion, with an outstanding balance of construction costs to be paid of approximately \$840 million.

The Commonwealth has the nation's third largest system of state-maintained highways with a system totaling approximately 56,300 miles of interstate, primary and secondary roads. The system includes more than 19,000 bridges. In addition, independent cities and towns maintain about 10,067 miles of local streets and receive funds from the Transportation Board for such purpose.

The Commonwealth is divided geographically into nine construction districts for highway purposes as follows:

Bristo? District Lynchburg District Salem District
Culpaper District Northern Virginia District Stammon District
Predericksburg District Richmond District Hampton Roads District

These districts are divided into 45 residencies, each typically consisting of one to four counties. The field organization is further subdivided into approximately 221 area maintenance headquarters. About 85 percent of the Department's nearly 10,178 employees are assigned to the field organization. The remainder is assigned to the central office in Richmond or to units associated with the central office that serves an administrative function.

At the senior management level, the Commonwealth Transportation, Commissioner is the chief executive officer of the Department. The senior management staff of the Department consists of the Deputy Commissioner, the Chief Engineer, the Assistant Commissioner for Administration, the Assistant Commissioner for the Environment, Transportation Planning and Regulatory Affairs, the Assistant Commissioner for Operations, the Assistant Commissioner for Finance and the Assistant Commissioner for Research and Technology. The regulate of the persons currently filling these positions follow:

Charles D. Nottingham was named Commissioner for the Department by Governor Gilmore on November 17, 1999. He was named Acting Commissioner for the Department by Governor Gilmore on August 19, 1999. Previously, he was appointed Assistant Secretary of Transportation under Secretary Ybarra in February 1998. Prior to his appointment in the Secretary's office, he worked for two Virginia congressmen as Chief of Staff and Counsel. Mr. Nottingham has a background in environmental law having worked for a Washington D.C. law firm handling a wide range of environmental issues, including federal Clean Air Act reforms. He also worked in the U.S. Department of Institute's Environment and Natural Resources Division. Mr. Nottingham is a member of the Virginia Bar Association. He is a 1994 graduate of George Mason University School of Law. He carned his undergraduate degree at Wesleyan University in Middletown, Connecticut.

Claude D. Garver, Jr. was appointed Deputy Commissioner for Transportation in November 1999. Prior to that, he served as the Assistant Commissioner for Operations for the Department since 1994. Mr. Garver served as Assistant Commissioner for Planning and Programming for the Department since 1992. His career with the Department began in 1963 as an Engineer Trainer and he served in the positions of Assistant Resident Engineer in Chesterfield and Powhatan Counties, Resident Engineer in Prince William County, Assistant District Engineer for Richmond District, Commonwealth Construction Engineer, and Northern Virginia District Administrator. Mr. Garver, a native of Virginia, holds a Civil Engineering Degree from Virginia Polytechnic Institute and State University. He is a member of the American Association of State Highway and Transportation Officials.

James G. Browder, Jr. was promoted on James 1, 1996 to the Department's Chief Engineer. A native of Brunswick County, Mr. Browder graduated from Virginia Military Institute in 1966 with a Bachelor of Science Degree in Civil Engineering. He has served the Department as an Engineer Trainee in the Richmond Central Office, Assistant Resident Engineer in the Fredericksburg District, Resident Engineer in the Richmond District, and as Assistant District Engineer in the Fredericksburg District. Also, in 1993, he was named Fredericksburg District Administrator. Among other career accomplishments, Mr. Browder has worked closely with the contracting industry, overseeing major highway construction contracts for large segments of Virginia's Interstate System. Mt. Browder has a distinguished career in the U.S. Army Reserve and in 1995 was named Brigadier General. Mt. Browder was promoted to Major General in 1997 after assuming command of the 80th Division in May 1997.

Constance & Sorrell has served as the Assistant Commissioner for Administration for the Department since December 1998. Prior to Ms. Sorrell's promotion, she served as District Administrator for the Richmond District for nine years. Ms. Sorrell came to the Department in 1982, serving as Division Administrator, Assistant Division Administrator, and Senior Management Analyst in the Management Services Division. Her other positions include Section Manager in the Virginia Department of Planning & Budget and Research Analyst with the Virginia Division of Legislative Services. Ms. Sorrell is a native of Richmond, Virginia and holds a Bachelor's Degree in Economics and Political Science from Radford College. She attended graduate school at the University of Amsterdam, Radford University and the University of Richmond. Ms. Sorrell is a member of the American Association of State Eighway and Transportation Officials, the Transportation Research Board Committee on Strategic Planning, the Virginia Executive Institute, the American Association of University Women, and the American Society for Quality Control.

Jeffrey C. Southard was appointed as the Department's Assistant Commissioner for the Environment, Transportation Planning and Regulatory Affairs in lanuary 2000. He is the first person to hold that position within the Department. Prior to joining the Department, Mr. Southard was a Divisional Vice-President for Browning-Perris Industries for 12 years during which time his responsibilities included business development, project management, legislative and regulatory affairs, and community relations. Prior to that Mr. Southard was an altorney with the law firm of Hazel and Thomas, where he specialized in environmental, administrative, franchise and antitrust law. A Virginia native, Mr. Southard holds a Bachelors Degree in History from the University of Virginia, a Masters Degree in Curriculum and Instruction from the University of Virginia and a Law Degree from the University of Richmond. Mr. Southard is a member of the Virginia State Bar, the American Bar Association and more than 10 other professional and community organizations.

Thomas F. Boyd was named the Assistant Commissioner for Finance for the Department in May 2000. For the past year, he was the Chief Financial Officer for a law and consulting firm in Tallahassee, Florida. Between 1989 and 1999, Mr. Boyd served as the Chief Financial Officer and Comptroller for the Florida Department of Transportation (FDOT). Prior to joining FDOT, he managed the consulting practice for a regional CPA from In Florida. He also worked with a consulting firm to improve the financial performance and strategic planning of construction companies. He began his business career as an accountant with Execut. Mr. Boyd served four years in the U.S. Air Force, including a tour in Vietnam. He graduated from the University of Southern Mississippi with an accounting degree. He is a Certified Public Accountant and a Certified Government Financial Manager.

Andrew V. Beiley was named the Assistant Commissioner for Operations for the Department in March 2000. Prior to that he served for eight years as the Administrator of the Maimenance Division. A 23-year veteran at the Department, Mr. Bailey held the positions of Resident Engineer and Assistant Resident Engineer at the Department's Fairfax Residency between 1984 and 1992. From 1977 to 1984, he served as a Highway Construction Inspector at the Department. Mr. Bailey is a 1976 graduate of Virginia Tech with a degree in Urban Affairs and he recently received his Masters of Business Administration from Virginia Communwealth University. He is a member of the American Association of State Highway and Transportation Officials, as well as the Transportation Research Board, where he chairs the Maintenance and Operations Personnel committee and is a charter member of the newly created Asset Management Task force.

Gary R. Allen was named in July 2000 to temporarily fill the position of the Assistant Commissioner for Research and Technology for the Department. Since Angust 1989, he has served as the Director of the Virginia Transportation Research Council (VRTC). Dr. Allen was the Senior Research Scientist and Team Leader of the Sectoreconomic and Planning Research Team at VRTC between 1982 and 1989. He established the Office of Policy Analysis and Intergovernmental Relations at the Department and served as its Acting Director between 1986 and 1987. He was a Research Scientist at VRTC between 1973 and 1982. He has also been a faculty member at AASHTO's Transportation Executive Institute, University of Virginia since 1986. He graduated from Berca College with a degree in economics. He received his Ph.D. degree in economics from the University of Virginia in 1978.

CERTAIN LEGAL MATTERS

Certain legal matters relating to the authorization and validity of the Series 2000 Notes will be subject to the approving opinion (the "Bond Opinion") of Christian & Barton, L.L.P., Richmond, Virginia, Bond Counsel, which will be furnished at the expense of the Transportation Board upon delivery of the Series 2000 Notes substantially in the form set forth in Appendix F. The Bond Opinion will be limited to matters relating to authorization and validity of the Series 2000 Notes and to the tax-exempt status of interest thereon as described in the section "Tax Marters." Bond Counsel has not been engaged to investigate the financial resources of the Transportation Board, the Commonwealth or the ability to provide for payment of the Series 2000 Notes, including any federal highway reimbursements under Title 23 of the United States Code, and the Bond Opinion will make no statement as to such matters or as to the accuracy or completeness of this Official Statement or any other information that may have been relied on by anyone in making the decision to purchase the Series 2000 Notes.

Certain legal matters will be passed upon for the Commonwealth by the Office of the Attorney General of Virginia. Certain matters will be passed upon for the Underwriters by McGuireWoods LLP, Richmond, Virginia.

TAX MATTERS

Opinion of Board Counsel

Bond Counsel's opinion will state that, under current law and assuming compliance with the Covenants (as defined below), interest on the Series 2000 Notes, including any accrued "original issue discount" ("OID") properly allocable to the owners of the Series 2000 Notes maturing on October 1 in the years 20__ through 20__ (the "OID Notes"), will not be included in gress income for purpose of federal income taxation and will not be a specific item of tax preference for purposes of the federal alternative minimum tax temposed on individuals and cosporations, however, with respect to corporations (as defined for federal income tax purposes) subject to the alternate minimum income tax, such interest is taken into account in determining adjusted current earnings for purposes of computing such tax. Bond Counsel's opinion also will state that interest on the Series 2000 Notes is exempt from income taxation by the Commonwealth. No other opinion will be expressed by Bond Counsel regarding the tax consequences of the ownership of, or the receipt or accrual of interest, on the Series 2000 Notes.

Bond Connsel's opinion will be given in reliance upon certifications of representatives of the Transportation Board as to facts material to the opinion. The Transportation Board has covenanted to comply with the provisions of the Code regarding, among other things, the use, expenditure and investments of proceeds of the Series 2000 Notes, the arbitrage restrictions imposed by the Code and certain other actions which would cause interest on the Series 2000 Notes to be includable in gross income of their owners (the "Covenants"). Failure of the Transportation Board to comply with the Covenants could cause interest on the Series 2000 Notes to become includable in gross income for federal income tax purposes retroactively to their date of issue.

Original Issue Discount Notes

The OID Notes have been offered and sold to the public at an original issue discount. In the case of the OID Notes, the difference between (a) the stated principal amount of each instartity of the OID Notes and (b) the initial offering price to the public (excluding band houses and brukers) at which a substantial amount of such maturity is sold will constitute OID. OID will accrue for federal income tax purposes on a constant-yield-to-maturity method based on a semi-annual compounding. A holder's basis in such an OID Note will be increased by the amount of OID treated for federal income tax purposes as having accrued on the OID Note while the holder holds the OID Note.

Prospective purchasers of OID Notes should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale or redemption of such OID Notes and with respect to state and local tax consequences of owning OID Notes.

Other Tax Matters

In addition to the matters addressed above, prospective purchasers of the Series 2000 Notes should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including without limitation, financial institutions, property and casualty insurance companies, subchapter 5 corporations, foreign corporations subject to the branch profits tax, corporations subject to the environmental tax, recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Series 2000 Notes should consult their tax advisors as to the applicability and impact of such consequences, including the status of interest on the Series 2000 Notes under the tax laws of any state other than Virginia.

RISK FACTORS

The following is a list of some factors that potential investors in Series 2000 Notes should consider in connection with the purchase of Series 2000 Notes. It is not intended to be a comprehensive listing of all possible risk factors with respect to all potential investors.

Source of Payments. The Series 2000 Notes are not general obligations of the Commonwealth or the Transportation Board but are payable solely from funds appropriated from time to time for such purpose by the General Assembly, the source of which is expected to be limited to Federal Highway Reimbursements received from time to time by the Communwealth. The ability of the Transportation Board to make timely payments of principal, premium, if any, and interest on the Series 2000 Notes depends solely upon and is subject to amounts being lawfully

appropriated from time to time by the General Assembly. The obligation of the Transportation Board to make payments under the Indenture is not a debt of the Commonwealth within the meaning of any constitutional or statutory limitation or a pledge of the faith and credit or the taxing power of the Commonwealth.

Federal Highway Reimburgements. Federal Highway Reimbursements under the Federal-Aid Highway Program are expected to be the source of repayment and security for the Series 2000 Notes. The amount of funds available to the Transportation Board is subject to authorization and periodic resulthorization by Congress and to approval on an annual basis by the United States Secretary of Transportation. The current authorization for the Federal-Aid Highway Program expires at the end of FFY 2003. There can be no assurance that sufficient Federal funds will be allocated to the Transportation Board to pay the debt service on the Series 2000 Notes or that the Federal-Aid Highway Program will be reauthorized beyond FFY 2003. Nevertheless, historically Federal Highway Reimbursements would have been more than adequate to meet the debt service requirements of the Series 2000 Notes.

The flow of Federal Highway Reimbursements to the Transportation Board is also dependent upon the Transportation Board's ability to obligate OA, complete work on federally-approved highway projects and establish accounting procedures to receive reimbursement. The Transportation Board has obligated all available annual OA for more than ten years and expects to continue to do so. The Transportation Board follows Pederal regulations to ensure that its projects will continue to receive Pederal Highway Reimbursements. See "COMMONWEALTH PARTICIPATION IN THE PROGRAM."

LEGALITY FOR INVESTMENT

The Act provides that the Series 2000 Notes are securities in which all public officers and bodies of the Commonwealth and its political subdivisions, all insurance companies and associations, all savings banks and savings insulutions, including savings and loan associations, administrators, guardians, executors, trustees and other fiduciaries in the Commonwealth may properly and legally invest funds under their control.

No representation is made as to the eligibility of the Series 2000 Notes for investment or for any other purpose under the laws of any other state.

LITIGATION

There is no litigation now pending or threatened to restrain or enjoin the issuance, sale, execution or delivery of the Series 2000 Notes or in any way contest or affect the validity of the Series 2000 Notes, any proceeding of the Transportation Board or the Transportation Board or the Transportation of funds to pay debt service on the Series 2000 Notes.

See the section "Litigation of the Commonwealth" in Appendix C for a discussion of litigation pending against the Commonwealth.

CERTIFICATE CONCERNING OFFICIAL STATEMENT

Concurrently with the delivery of the Series 2000 Notes, officials who signed the Series 2000 Notes will certify that, to the best of their knowledge, the Official Statement did not as of its date, and does not as of the date of delivery of the Series 2000 Notes, contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements contained therein, in hight of the circumstances under which they were made, not misleading. Such certificate also will state, however, that such officials did not independently verify the information in the Official Statement from sources other than the Transportation Board and the Department but that they have no reason to believe that such information contains any untrue statement of a material fact or omits to state a material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

CONTINUING DISCLOSURE

Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as smooded ("Rule 15c2-12"), prohibits an underwriter from purchasing or selling municipal securities unless it has determined that the issuer of such securities and/or other persons deemed to be "materially obligated persons" (hereinafter referred to as "MOPs" and each, a "MOPs") have committed to provide (i) on an animal basis, certain financial information as described in Appendix G, including audited financial information and operating data ("Animal Reports"), to each Nationally Recognized Municipal Securities Information Repository ("NRMSIR") and the relevant state information repository (if any) and (ii) notice of various events described in Rule 15c2-12 if material ("Event Notices"), to each NRMSIR or the MSRB and to any such state information repository. The events described in Rule 15c2-12 which, if material, may result in Event Notices are as follows: (i) principal and interest payment delinquencies, (ii) non-payment related defaults, (iii) unscheduled draws on debt service reflecting financial difficulties; (v) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit or liquidity provider, or their failure to perform; (vi) adverse tax opinions or events affecting the tax-exempt status of the security; (vii) modifications to rights of accurity holders; (viii) bond calls; (ix) defeasances, (x) release, substitution or sale of property securing repayment of the securities; and (xi) rating changes.

Transportation Board Continuing Disclosure. The Transportation Board will covenant in a Continuing Disclosure Agreement in substantially the form set forth in Appendix G, for the benefit of the holders of the Series 2000 Notes to provide to each NRMSIR and to any Virginia information repository that has been formed Annual Reports with respect to itself as issuer and the Projects. Similarly, the Transportation Board will provide Event Notices to each such NRMSIR or the MSRB and to any Virginia information repository. As of the date of this Official Statement, the Transportation Board has complied with its other undertakings regarding Rule 15c2-12.

Commonwealth Continuing Disclosure. The Commonwealth, which the Transportation Board has determined to be a MOP for purposes of Rule 15c2-12, will covenant in a Continuing Disclosure Agreement, in substantially the form set forth in Appendix G, to be executed prior to the issuance of the Series 2000 Notes for the benefit of the halders of the Series 2000 Notes to provide to each NRMSIR and to any Virginia information repository that has been formed Annual Reports with respect to the Commonwealth, which the Transportation Board has determined to be a MOP for purposes of Rule 15c2-12. Similarly, the State Treasurer will provide Event Notices to each such NRMSIR or the MSRB and to any Virginia information repository on rating changes with respect to the Series 2000 Notes. The Commonwealth will represent that it is in compliance with its other undertakings regarding Rule 15c2-12.

RATINGS

[Fitch, Moody's Investors Service, Inc. and Standard & Poor's, a division of The McGraw-Hill Companies, Inc.] assigned the Series 2000 Notes ratings of ____, ___ and ____, respectively.

Such ratings reflect only the respective views of such organizations. Reference should be made to the individual rating agency for a fuller explanation of the significance of the rating assigned by such rating agency. There is no assurance that the ratings will remain in effect for any given period of time or that they will not be revised downward or withdrawn entirely by any of the rating agencies if, in the judgment of the rating agency, circumstances so warrant. Any such downward revision or withdrawal of ratings may have an adverse offset on the market price of the Series 2000 Notes.

UNDERWRITING

FINANCIAL ADVISOR

Public Resources Advisory Group, Inc. ("PRAG"), New York, New York, its serving as financial advisor to the Transportation Board with respect to the issuance of the Series 2000 Notes. PRAG has assisted in the preparation of this Official Statement and in matters relating to the planning, structuring and issuance of the Series 2000 Notes and has provided other advice. PRAG is a financial advisory and consulting organization and is not engaged in the business of underwriting, marketing or trading numberal or any other negotiable instruments.

MISCELLANEOUS

All financial and other data included in this Official Statement have been provided by the Commonwealth, except that which is attributed to other sources.

The references in this Official Statement in the Indenture, the Psymeint Agreement and other documents are brief outlines of certain of their provisions. These outlines do not purport to be complete and reference is made to such documents, expites of which will be familished by the Transportation Board, upon request made to the Assistant Commissioner for Finance, Virginia Department of Transportation, Room 305, 1401 East Broad Street, Richmond, Virginia 23219 (telephone: 804-786-5128).

The execution and delivery of this Off	icial Statement has been duly authorized by the Transportation Board.
	COMMONWEALTH TRANSPORTATION BOARD
	By:

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THE PROJECTS

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SUMMARY OF CERTAIN PROVISIONS OF BASIC DOCUMENTS

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COMMONWEALTH OF VIRGINIA

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BOOK-ENTRY ONLY SYSTEM

The description which follows of the procedures and record keeping with respect to beneficial ownership interests in the Series 2000 Notes, payments of principal, premium if any, and interest on the Series 2000 Notes to DTC, its nominee, Participants (as defined berein) or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Series 2000 Notes and other bond-related transactions by and between DTC, Participants and Beneficial Owners is based solely on information furnished by DTC and is not, and should not be construed as, a representation by the Transportation Board, the Trustee, the Paying Agent or Bond Counsel as to its accuracy, completeness or otherwise.

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Series 2000 Notes. The Series 2000 Notes will be issued as fully-registered securities registered in the name of Cede & Co. as DTC's nominee. One fully-registered Note certificate will be issued for each maturity of the Series 2000 Notes, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, e "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds securities that its participants (the "Direct Participants") deposit with DTC. DTC also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Direct Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies, that clear (hrough or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). The Rules applicable to DTC and its Direct and Indirect Participants are on file with the Securities and Exchange Commission.

Purchases of the Series 2000 Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2000 Notes on DTC's records. The ownership interest of each actual purchaser of each Bond (a "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2000 Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2000 Notes, except in the event that use of the book-entry system for the Series 2000 Notes is discontinued.

To facilitate subsequent transfers, all Series 2000 Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee. Cede & Co. The deposit of Series 2000 Notes with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2000 Notes. DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2000 Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redentation notices shall be sent to Cede & Co. If less than all of the Series 2000 Notes within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to the Series 2000 Notes. Under its usual procedures, DTC mails an Oranibus Proxy to the Transportation Board as soon as possible after the record date. The Oranibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2000 Notes are credited on the record date (identified in a listing attached to the Oranibus Proxy).

Principal of and interest payments on the Series 2000 Notes will be made to DTC. DTCs practice is to credit Direct Participants' accounts on the payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payable date. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct or Indirect Participant and not of DTC, the Trustee, the Paying Agent or the Transportation Board, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Transportation Board and the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2000 Notes at any time by giving reasonable notice to the Transportation Board or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained. Note certificates are required to be printed and delivered.

The foregoing information in this section concerning DTC and DTCs book-entry system has been obtained from sources that the Transportation Board believes to be reliable, but the Transportation Board takes no responsibility for its accuracy.

The Trustee or the Transportation Board (with the Trustee's consent) may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Note certificates will be printed and delivered.

The Transportation Board, the Commonwealth, the Treasury Board and the Trustee have no responsibility or obligation to the Direct Participants, the Indirect Participants or the Beneficial Owners with respect to (a) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, redemption premium, if any, and interest on the Series 2000 Notes; (c) the delivery or timeliness of delivery by any Direct Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the resolution pursuant to which the Series 2000 Notes are insued to be given to Bondbolders or (d) any other action taken by DTC, or its normane, Cede & Co., as Bondholder, including the effectiveness of any action taken pursuant to an Ontolbus Proxy.

So long as Cede & Co. is the Registered Owner of the Series 2000 Notes, as nominee of DTC, references in this Official Statement to the Owners of the Series 2000 Notes or the Boudholders shall mean Cede & Co. and shall not mean the Beneficial Owners, and Cede & Co. will be treated as the only Boudholder of the Series 2000 Notes for all purposes under the Indenture.

The Transportation Board may enter into amendments to the agreement with DTC, or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the Series 2000 Notes without the consent of Beneficial Owners.

DRAFT

COMMONWEALTH TRANSPORTATION BOARD

S_____Commonwealth of Virginia

Federal Highway Reimbursement Anticipation Notes Series 2000

NOTE PURCHASE AGREEMENT

, 2000
Commonwealth Transportation Board Richmond, Virginia
Ladies and Gentlemen:
PAINEWEBBER INCORPORATED, GOLDMAN, SACHS & CO., SALOMON SMITH BARNEY, and (the "Underwriters"), represented by PaineWebber Incorporated (the "Manager"), offer to enter into this Note Purchase Agreement with the COMMONWEALTH TRANSPORTATION BOARD (the "Transportation Board") concerning the sale by the Transportation Board and the purchase by the Underwriters of the Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes, Series 2000 (the "Series 2000 Notes"). The Series 2000 Notes are being issued to finance various highway projects through the Commonwealth of Virginia and to pay costs of issuing the Series 2000 Notes. This offer is made subject to acceptance by the Transportation Board before 3:00 p.m., Richmond, Virginia time, on the date of this Agreement. Acceptance of this offer must be evidenced by the execution and delivery to the Manager of this Agreement by the Chairman of the Transportation Board or other authorized officer satisfactory to the Manager. Upon such acceptance, this Agreement will be in full force and effect in accordance with its terms and will be binding upon the Transportation Board and the Underwriters. This offer may be revoked by the Underwriters upon written notice delivered to the Transportation Board at any time before acceptance.
Capitalized terms used in this Agreement which are not otherwise defined have the meaning set forth in the Indenture (hereafter defined).
Purchase and Sale of the Series 2000 Notes. In reliance upon the representation, warranties and covenants contained in this Agreement, but subject to its terms and conditions, the Transportation Board agrees to sell to the Underwriters, and the Underwriters agree to purchase from the Transportation Board, all of the Series 2000 Notes at a price of plus accrued interest from their dated date to the Closing Date.

The Series 2000 Notes will be issued pursuant to a Master Indenture of Trust dated as of October 1, 2000, as supplemented by a First Supplemental Indenture of Trust dated as of October 1, 2000 (collectively, the "Indenture"), between the Transportation Board and First Union National Bank, as trustee (the "Trustee"). The Series 2000 Notes will be dated, will bear interest and will mature on the dates and in the amounts as set forth in Exhibit A. The Series 2000 Notes will be subject to redemption as set forth in the Official Statement (hereinafter defined), and will be as described in the Indenture in all other respects.

The Underwriters agree to make a bona fide public offering of all of the Series 2000 Notes, at prices not in excess of the initial public offering prices set forth on the cover of the Official Statement, but reserve the right to change initial offering prices as the Underwriters deem necessary in connection with the offering of the Series 2000 Notes. The Underwriters may offer and sell the Series 2000 Notes to certain dealers (including dealers depositing the Series 2000 Notes into investment trusts) at prices lower than the public offering prices set forth in the Official Statement.

- 2. Liquidated Damages. If the Underwriters fail (other than for a reason permitted under this Note Purchase Agreement) to accept and pay for the Series 2000 Notes on the Closing Date, the Underwriters shall pay to the Transportation Board the sum equal to 1% of the original principal amount of the Series 2000 Notes as and for full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriters. The Underwriters understand that in such event the actual damages of the Transportation Board may be less than such amount. Accordingly, the Underwriters hereby waive any right to claim that the actual damages of the Transportation Board are less than such amount, and the approval by the Transportation Board of the amount set forth herein as and for liquidated damages shall constitute a waiver of any right the Transportation Board may have to additional damages from the Underwriters.
- Delivery of the Series 2000 Notes. At 10:00 a.m., New York City time, on October ___, 2000, or such other time as the Transportation Board and the Underwriters may agree in writing (the "Closing Date"), the Transportation Board will cause the Series 2000 Notes to be delivered to the Underwriters at the offices of The Depository Trust Company, New York, New York ("DTC"), or such other place as the Manager may specify. The other documents mentioned in this Agreement will be delivered at such time and on such date at the offices of Christian & Barton, LLP, Richmond, Virginia, or at such other place as the Manager and the Transportation Board may agree. On the Closing Date, the Underwriters will pay the purchase price of the Series 2000 Notes by wire transfer of immediately available funds payable to the order of the State Treasurer for the account of the Transportation Board at the office of the Trustee in Richmond, Virginia. Notwithstanding the foregoing, if the Transportation Board prepares an amendment or supplement to the Official Statement pursuant to paragraph (1) of Section 4, the Closing Date may be postponed by the Underwriters to the tenth business day after the preparation of such amendment or such other time as the Manager and the Transportation Board determine. The Series 2000 Notes will be delivered in book-entry form, with one typewritten bond for each maturity, registered in the name of Cede & Co., nominee for DTC, as registered owner of all the Series 2000 Notes, duly executed and authenticated, with CUSIP identification numbers typed on them. Neither the failure to type such numbers on any Bond nor any error in such numbers or the typing will constitute cause for a failure or refusal by the Underwriters to accept delivery and pay the purcha: e price of the Series 2000 Notes.

4. Official Statement: Offering by the Underwriters. Concurrently with the acceptance of this Agreement, the Transportation Board will deliver to the Underwriters two manually signed copies of the Official Statement in substantially the form of the Transportation Board's Preliminary Official Statement dated _______, 2000 (the "Preliminary Official Statement"), marked to include only such changes as have been accepted by the Underwriters and are necessary or desirable to reflect the terms of this Note Purchase Agreement and to complete the document as an Official Statement in final form, executed on behalf of the Transportation Board (together with any amendment or supplement to it, the "Official Statement"). In addition, the Transportation Board will furnish or cause to be furnished to the Underwriters, within six business days from the date of this Agreement, printed copies of the Official Statement, and all amendments and supplements to it, in such quantities as the Underwriters may reasonably request.

The Underwriters represent and warrant that they will offer the Series 2000 Notes only pursuant to the Official Statement and only in states where the offer and sale of the Series 2000 Notes are legal, either as exempt securities or exempt transactions or as a result of due registration of the Series 2000 Notes for sale in any such state.

The Transportation Board will assist, if necessary, in the qualification of the Series 2000 Notes for sale under the laws of such jurisdictions as the Manager designates and will assist, if necessary, in the continuance of such qualifications in effect so long as required for the distribution of the Series 2000 Notes; provided, however, that the Transportation Board will not be required to qualify as a "foreign corporation" or to file any general consents to service of process under the laws of any state or to comply with any other requirements deemed by the Transportation Board to be unduly burdensome.

- 5. <u>Representations. Warranties and Covenants of the Transportation Board.</u> The Transportation Board represents, warrants and covenants with each of the Underwriters that:
- (a) The Transportation Board is a board of the Commonwealth of Virginia (the "Commonwealth"), duly created by the General Assembly of the Commonwealth, pursuant to, and with the power and authority set forth in, Chapter 1, Title 33.1 of the Code of Virginia of 1950, as amended (the "Virginia Code"), with power and authority to issue the Series 2000 Notes under the State Revenue Bond Act, Section 33.1-267 et seq. of the Virginia Code, and the Virginia Transportation Act of 2000 (collectively, the "Act").
- (b) The Transportation Board has, and at the Closing Date will have, full legal right, power and authority to (i) enter into the Indenture, the Payment Agreement, the Continuing Disclosure Agreement of the Transportation Board and this Agreement, (ii) issue, sell and deliver the Series 2000 Notes to the Underwriters as provided in this Agreement, and (iii) carry out and consummate the transactions contemplated by this Agreement. The Transportation Board has taken or will take all action required by the Indenture, the Payment Agreement, the Act and all other applicable laws in connection with such matters.
- (c) The execution and delivery of the Indenture, the Payment Agreement, the Continuing Disclosure Agreement of the Transportation Board, the Series 2000 Notes, this Agreement and any other document used or contemplated for use in the consummation of the

transactions contemplated by this Agreement or by the Official Statement do not and will not in any material respect conflict with or constitute on the part of the Transportation Board a breach of or default under any indenture, deed of trust, mortgage, agreement or other instrument to which the Transportation Board is a party, or conflict with, violate, or result in a breach of any existing law, public administrative rule or regulation, judgment, court order or consent decree to which the Transportation Board is subject.

- (d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best of its knowledge, threatened, (i) affecting or challenging the existence or powers of the Transportation Board, (ii) challenging the validity of the Indenture, the Payment Agreement, the Continuing Disclosure Agreement of the Transportation Board, the Series 2000 Notes or this Agreement, or of any other agreement or instrument to which the Transportation Board is a party or by which it is bound that would have a material adverse affect on or the transactions contemplated by the Indenture, the Payment Agreement, the Series 2000 Notes, or this Agreement, or (iii) challenging the accuracy or completeness of or the validity of transactions described in the Preliminary Official Statement or the Official Statement.
- (e) The Transportation Board has adopted all resolutions necessary to effect the transactions contemplated by the Indenture, the Payment Agreement, the Series 2000 Notes, the Official Statement and this Agreement at a duly convened public meeting, with respect to which all notices were duly given to all members, and at which meeting a quorum was present and acting throughout.
 - (f) The Transportation Board has authorized all necessary action for:
 - (1) the issuance and sale of the Series 2000 Notes upon the terms set forth in this Agreement;
 - (2) the execution and delivery of the Indenture, the Payment Agreement, the Continuing Disclosure Agreement of the Transportation Board, the Series 2000 Notes, the Official Statement and this Agreement by the Transportation Board; and
 - (3) the taking of any and all actions as may be required by the Transportation Board to carry out, give effect to and consummate the transactions to which the Transportation Board is a party contemplated in this Agreement and the Official Statement.
- (g) The Transportation Board has authorized the distribution and use of the Preliminary Official Statement and has authorized the distribution of the Official Statement by the Underwriters.
- (h) The Transportation Board represents and warrants to the Underwriters that the Series 2000 Notes, as of the Closing Date will be, and this Agreement as of its date and as of the Closing Date is and will be, duly authorized, executed and delivered by the Transportation Board and constitute valid and legally binding obligations of the Transportation Board enforceable against it in accordance with their terms.

- (i) The Transportation Board will advise the Underwriters promptly of any proposal to amend or supplement the Official Statement. If at any time from the date of this Agreement until the date twenty-five days after the end of the underwriting period (as hereinafter defined) an event occurs as a result of which, in the reasonable opinion of the Underwriters after notification and discussion with the Transportation Board, the Official Statement as then amended or supplemented would contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained in it, in the light of the circumstances under which they were made, not misleading, then the Transportation Board, if the Underwriters so request, will promptly prepare an amendment or supplement to the Official Statement which will correct such statement or omission. Any such amendment or supplement will be subject to the written approval of the Manager. The "end of the underwriting period," for purposes of this Agreement, means the date sixty days after the Closing Date.
- (j) Any certificate signed by any official of the Transportation Board or the Commonwealth and delivered to the Underwriters pursuant to this Agreement will be deemed a representation and warranty by the Transportation Board or the Commonwealth, as appropriate, to the Underwriters as to the truth of the statements made in such certificate.
- (k) The Transportation Board has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.
- (I) No consent, approval, authorization or order of any governmental or regulatory authority which has not already been obtained is required to be obtained by the Transportation Board as a condition precedent to the issuance of the Series 2000 Notes or the execution and delivery by the Transportation Board of or the performance of its obligations under the Indenture, the Payment Agreement, the Continuing Disclosure Agreement of the Transportation Board or this Agreement.
- (m) The Transportation Board, except as set forth below, represents and warrants to the Underwriters that (i) the Preliminary Official Statement (except for the Sections entitled "Tax Exemption" and "Underwriting" and the Section entitled "Litigation" in Appendix C, as to which no representation or warranty is expressed), as of its date, did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained in it, in the light of the circumstances under which they were made, not misleading and (ii) at the date of this Agreement and at the Closing Date, the Official Statement (except for the Sections entitled "Tax Exemption" and "Underwriting" and the Section entitled "Litigation" in Appendix C, as to which no representation or warranty is expressed) does not and will not contain any untrue statement of a material fact or omit to state any material fact which should be included in it for the purpose for which the Official Statement is to be used, or which is necessary in order to make the statements contained in it, in the light of the circumstances under which they were made, not misleading.
- (n) Between the date of this Agreement and the Closing Date the Commonwealth and the Transportation Board will not have issued any bonds or notes or incurred any other obligations for borrowed money payable from Revenues.

- (c) The Commonwealth and the Transportation Board are not in default in the payment of any bonds, notes or other obligations for borrowed money and, other than the Series 2000 Notes, the Commonwealth and the Transportation Board have not issued any bonds or notes or incurred any obligations for borrowed money payable from the money available under the Indenture for payment of the Series 2000 Notes, except as set forth in the Official Statement.
- Conditions of the Obligations of the Underwriters. The obligations of the Underwriters are subject to the accuracy of the representations and warranties of the Transportation Board contained in this Agreement and to the accuracy of the statements of the Transportation Board made pursuant to the provisions of this Agreement, in each case as of the date of this Agreement and as of the Closing Date, and are also subject, in the discretion of the Underwriters, to the following additional conditions precedent:
- (a) The Transportation Board will have taken all action required for the valid sale, issuance and delivery of the Series 2000 Notes.
- (b) At the Closing Date, the Indenture, the Payment Agreement, the Continuing Disclosure Agreement of the Transportation Board and this Agreement will be in full force and effect and will not have been amended, modified or supplemented and the Official Statement will not have been amended, modified or supplemented, except as may have been agreed to in writing by the Manager.
- (c) The Underwriters may terminate this Agreement at any time before the Closing Date by written notice to the Transportation Board if between this date and the Closing Date:
 - legislation has been enacted by the Congress or adopted by either House of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration or enacted or introduced by the General Assembly of the Commonwealth or adopted by either House of the General Assembly or favorably reported for passage to either House of the General Assembly by any committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States of America, including the Tax Court, has been rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service, the Commonwealth or other governmental agency has been made or proposed, with respect to Federal or Commonwealth taxation upon revenues or other income of the general character derived by the Transportation Board or upon interest received on obligations of the general character of the Series 2000 Notes or other action or events have transpired that (A) may have the purpose or effect, directly or indirectly, of making interest on the Series 2000 Notes includable in gross income for Federal income tax purposes or (B) in the reasonable opinion of the Underwriters materially adversely affects the market price of the Series 2000 Notes or the market price generally of obligations of the general character of the Series 2000 Notes;
 - (2) any legislation, ordinance, rule or regulation has been enacted or proposed or actively considered for enactment by any governmental body, department or

agency of the Commonwealth, or any decision by any court of competent jurisdiction within the Commonwealth has been rendered that, in the reasonable opinion of the Underwriters, materially adversely affects the market price of the Series 2000 Notes;

- (3) any tegislation has been enacted or proposed or actively considered for enactment, any decision by a court of the United States of America has been rendered or any stop order, ruling, regulation, official statement or no-action letter by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter has been made to the effect that the issuance, offering or sale of the Series 2000 Notes is or would be in violation of any provision of the Federal securities laws on the Closing Date, including the Securities Act of 1933, as amended, the Securities and Exchange Act of 1934, as amended, or that the Indenture is required to be qualified under the Trust Indenture Act of 1939, as then in effect:
- (4) any event has occurred or condition exists, that, in the reasonable opinion of the Underwriters, makes materially untrue or materially incorrect as of the Closing Date any statement or information contained in the Official Statement or that is not reflected in the Official Statement but should be reflected in it as of such time in connection with the offering and sale of the Series 2000 Notes in order to make the statements and information contained in the Official Statement, in light of the circumstances under which they were made, not misleading as of such time;
- in the reasonable opinion of the Underwriters the market price of the Series 2000 Notes, or the market price generally of obligations of the general character of the Series 2000 Notes, has been adversely affected because (A) additional material restrictions not in force as of this date have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, (B) the New York Stock Exchange, other national securities exchange or any governmental authority has imposed as to the Series 2000 Notes or similar obligations any material restrictions not now in force, or increased materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of the Underwriters, (C) a general banking moratorium has been established by Federal. New York or Virginia authorities, or any devaluation of the dollar has been proposed or effected by any governmental authority of the United States of America, or (D) war or an outbreak of hostilities involving the United States of America or other national or international calamity has occurred or any conflict involving the armed forces of the United States of America has occurred or escalated to such a magnitude as, in the reasonable opinion of the Underwriters, to have a materially adverse effect on the ability of the Underwriters to market the Series 2000 Notes; or
- (6) there has occurred either a financial crisis or a default with respect to the debt obligations or other material change in the affairs of either the Transportation Board or the Commonwealth the effect of which, in the reasonable judgment of the Underwriters, is such as to materially adversely affect the market price or the marketability of the Series 2000 Notes, or the ability of the Underwriters to enforce contracts for the sale of the Series 2000 Notes.

- (d) At the Closing Date the Transportation Board will have performed all of its obligations required under or specified in this Agreement to be performed on or before the Closing Date.
 - (e) The Underwriters will have received the following documents:
 - (1) The approving opinion of Christian & Barton LLP, Richmond, Virginia, Bond Counsel, dated the Closing Date, substantially in the form attached as Appendix F to the Official Statement.
 - (2) A supplementary opinion of Bond Counsel, addressed to the Underwriters, dated the Closing Date, substantially in the form attached as Exhibit B.
 - (3) An opinion or opinions of the office of the Attorney General of the Commonwealth, counsel to the Commonwealth, acting through the Transportation Board, addressed to the Underwriters, dated the Closing Date, substantially in the form attached as Exhibit C.
 - (4) An opinion of McGuireWoods LLP, Richmond, Virginia, counsel to the Underwriters, addressed to the Underwriters, dated the Closing Date, substantially in the form attached as Exhibit D.
 - behalf of the Transportation Board, substantially to the effect that (A) the representations and warranties on behalf of the Transportation Board in this Agreement are true and correct in all material respects as of the Closing Date, (B) no litigation is pending (or to the best of his information, knowledge and belief threatened) affecting the validity of the Series 2000 Notes or the power of the Transportation Board to pay them, and (C) to the best of his information, knowledge and belief, the Preliminary Official Statement, as of its date, and the Official Statement as of its date and the Closing Date (except for the Sections entitled "Tax Exemption" and "Underwriting" and the Section in Appendix C entitled "Litigation" as to which no view is expressed) does not contain any untrue statement of a material fact and does not omit to state a material fact in order to make the statements contained in it, in the light of the circumstances under which they were made, not misleading.
 - (6) A certificate of the Treasurer of the Commonwealth, dated the Closing Date, substantially in the form attached as Exhibit E.
 - (7) Two copies of the Official Statement manually signed by the Chairman of the Transportation Board.
 - (8) Executed or certified copies of the Indenture, the Payment Agreement, the Continuing Disclosure Agreement of the Transportation Board and the Continuing Disclosure Agreement of the Commonwealth.

- (9) A certified copy of the resolutions of the Treasury Board of the Commonwealth of Virginia (the "Treasury Board") authorizing the execution and delivery of the Payment Agreement and approving the Official Statement.
- (10) Certified copies of the resolutions of the Transportation Board authorizing the issuance of the Series 2000 Notes, the use and distribution of the Preliminary Official Statement and the execution and delivery of the Indenture, the Payment Agreement, the Official Statement and this Agreement.
- (11) An executed copy of Form 8038-G and evidence of timely filing of such form with the Internal Revenue Service and the Treasurer of the Commonwealth.
- (12) A certificate of the Comptroller of the Commonwealth substantially in the form attached as Exhibit F.
- (13) The approval of the issuance of the Series 2000 Notes by the Governor of the Commonwealth of Virginia.
- (14) Confirmation satisfactory to the Underwriters that the ratings assigned by Fitch, Moody's Investors Service, Inc. and Standard & Poor's Corporation to the Series 2000 Notes are the same as of the Closing Date as they are on the date of this Agreement and such ratings are at least _____, ____ and _____, respectively.
- (15) Such additional certificates, legal opinion, instruments or documents as the Underwriters or their counsel or Bond Counsel may reasonably request to evidence the truth and accuracy, as of this date and as of the Closing Date, of information contained in the Official Statement and the representations and warranties of the Transportation Board contained in this Agreement, and the due satisfaction at or before the Closing Date of all conditions then to be satisfied in connection with the transactions contemplated by this Agreement.

If the Transportation Board or the Commonwealth are unable to satisfy any condition to the obligations of the Underwriters contained in this Agreement and the satisfaction of such condition is not waived by the Underwriters, this Agreement will terminate and neither the Underwriters nor the Transportation Board will have any further obligations or liabilities under this Agreement except for the continued obligations of the Transportation Board with respect to expenses as provided by Section 7.

7. Expenses. The Transportation Board will pay, or cause to be paid, from the proceeds of the Series 2000 Notes or other funds available to it all expenses incident to the performance of its obligations under and the fulfillment of the conditions imposed by this Agreement, including, but not limited to: (i) the cost, if any, of preparing and delivering the Series 2000 Notes; (ii) the cost of preparing, printing and delivering the Preliminary Official Statement, the Official Statement and any amendment or supplement to the Official Statement; (iii) the fees and expenses of Bond Counsel; (iv) any fees charged by the Trustee for authentication and registration of the Series 2000 Notes and other services under the Indenture and any fees charged by DTC; (v) any fees charged by investment rating agencies for the rating of the Series 2000 Notes and any fees for providing CUSIP numbers; (vi) the cost of preparing,

printing and delivering this Agreement; and (vii) all other costs and expenses incurred by the Transportation Board in connection with the issuance, sale and delivery of the Series 2000 Notes. All travel and other expenses of the Underwriters, the fees and disbursements of their counsel, the Preliminary and Final Blue Sky Surveys and the Legal Investment Survey, and all advertising expenses in connection with the public offering of the Series 2000 Notes will be paid by the Underwriters.

8. <u>Indemnification</u>. The Underwriters agree to indemnify and hold harmless the Transportation Board and the Virginia Department of Transportation each of their officers, members and staff, and each person, if any, who controls each such party within the meaning of Section 15 of the Securities Act of 1933, as amended, from any and all losses, claims, damages and liabilities (including legal and other expenses of defending such actions) that they or any of them may incur or have asserted against any of them as a result of any breach or alleged breach by the Underwriters of any of their representations and warranties set forth in this Agreement.

If any litigation is commenced or threatened against any party entitled to indemnification under the preceding paragraph, such indemnified party will promptly notify the indemnifying parties of it in writing, but failure to notify any indemnifying party will not relieve it from any liability which it may have on account of this indemnity or otherwise. The indemnifying party will promptly assume the investigation, preparation and defense of any and all such litigation, including the employment of counsel acceptable to the indemnified party, the payment of fees and expenses and the right to negotiate and consent to settlement. Any one or more of the indemnified parties will have the right to make their own investigation or employ separate counsel, but the fees and expenses of such investigation or counsel will be at the expense of such indemnified party, unless such investigation or the employment of such counsel has been specifically authorized by the indemnifying party.

- 9. Agreement to Supply Certain Information. The Underwriters agree to supply to Christian & Barton LLP such information concerning the offering and sale of the Series 2000 Notes that is reasonably requested by them or is otherwise necessary in calculating the "yield" on the Series 2000 Notes for purposes of Section 148 of the Internal Revenue Code of 1986, as amended, and any applicable regulations or rulings.
- 10. <u>Survival of Certain Representations. Warranties and Covenants.</u> The respective representations, warranties, covenants and other statement of the Transportation Board and their officials and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results of any investigation, made by or on behalf of any Underwriter or the Transportation Board, and will survive delivery of and payment for the Series 2000 Notes or any termination of this Agreement.
- 11. <u>Notices</u>. Any notice or other communication to be given to the Transportation Board or the Underwriters under this Agreement may be given by mailing or delivering it in writing as follows:

COMMONWEALTH TRANSPORTATION Department of Transportation 1401 East Broad Street, Third Floor

BOARD:	Richmond, Virginia 23219 Attention: Assistant Commissioner for Finance
UNDERWRITERS:	PaineWebber Incorporated
	New York, New York Attention: Roberto Kinney
forth in this Agreement are made for the ber	and the Transportation Board. The agreements set nefit of the Underwriters and the Transportation mer person will acquire or have any right or obligation
13. <u>Authorization and Consent.</u> Indenture, the Payment Agreement and the Connection with the public offering and sale	The Transportation Board authorizes copies of the Official Statement to be used by the Underwriters in of the Series 2000 Notes.
connection with this financing, and any action be binding upon all the Underwriters. The at this Agreement or the determination of their	The Manager will act for the Underwriters in on under this Agreement taken by the Manager will approval of the Underwriters when required under satisfaction as to any action or the form and a Agreement will be in writing signed by the n Board.
reason, is held to be illegal or invalid, such i	or more of the provisions of this Agreement, for any illegality or invalidity will not affect any other ement will be construed and enforced as if such intained in it.
16, <u>Governing Law</u> . This Agree with the laws of the Commonwealth.	ement will be construed and enforced in accordance
	Very truly yours,
	PAINEWEBBER INCORPORATED GOLDMAN, SACHS & CO. SALOMON SMITH BARNEY
	By: PAINEWEBBER INCORPORATED
	Rv

Accepted:

COMMONWEALTH TRANSPORTATION BOARD

By:	
•	Chairman
Ackn	owledgment and Consent:
TRE.	ASURY BOARD OF THE
COM	IMONWEALTH OF VIRGINIA
By:	
	Mary G. Morris, State Treasurer of the
	Commonwealth of Virginia and Chairman,
	Commonwealth of Virginia Treasury Roard

EXHIBIT A

BOND TERMS

Principal Amount: \$
Purchase Price; 3 plus accrued interest
Date of Series 2000 Notes: October 1, 2000
Interest Payment Dates: April 11 and October 1, beginning April 1, 2001

Maturity Dates, Amounts, Interest Rates and Prices:

Maturity		Interest	
October I	<u>Amount</u>	Rate	Price
2001			
2002			
2003			
2004			
2005			
2006			
2007			
2008			
2009			
2010			
2011			

[Form of Supplementary Opinion of Bond Counsel]

EXHIBIT C

[Form of Opinion of Office of the Attorney General]

[Form of Opinion of Underwriters' Counsel]

October ___ 2000

Paine Webber Incorporated Goldman, Sachs & Co. Salumon Smith Barney	
c/o PaineWebber Incorporated	
New York, New York	

COMMONWEALTH TRANSPORTATION BOARD

Commonwealth of Virginia
Federal Highway Reimbursement Anticipation Notes
Series 2000

Ladies and Gentlemen:

We have acted as your counsel in connection with your purchase from the Commonwealth Transportation Board ("Transportation Board") of its \$

Commonwealth of Virginia Federal Highway Reimbursement Amicipation Notes, Series 2000) (the "Series 2000 Notes"). The Transportation Board is issuing the Series 2000 Notes under the terms of the Master Indemure of Trust dated as of October 1, 2000, and the First Supplemental Indenture of Trust dated as of October 1, 2000, between the Transportation Board and First Union National Bank, as trustee (collectively, the "Indenture"). Unless otherwise defined, capitalized terms used in this opinion have the meanings set forth in the Indenture.

In connection with our opinion, we have examined such documents, proceedings and other instruments as we deem necessary or advisable relating to the authorization, issuance and sale of the Series 2000 Notes including the Indenture and various opinions of counsel. We have also examined a printed Official Statement of the Transportation Board dated October ____, 2000, prepared for the offering of the Series 2000 Notes ("Official Statement").

Based on the foregoing and on our conferences with counsel to and representatives of the Transportation Board, its bond counsel, the Treasury Board and your representatives, and without having undertaken any independent check or verification of the accuracy or completeness of the statements contained in the Official Statement, nothing has come to our

attention that would lead us to believe that the Official Statement (except for any financial statements and other financial and statistical data included in it, as to which we express no opinion) contains any untrue statement of a material fact or omits to state a material fact required to be stated in it or necessary to make the statements in it not misleading.

We are also of the opinion that the Series 2000 Notes are municipal securities under the Securities Exchange Act of 1934, as amended, and the offering, sale and delivery of the Series 2000 Notes do not require the registration of the Series 2000 Notes under the Securities Act of 1933, as amended, and do not require the qualification of an indenture under the Trust Indenture Act of 1939, as amended. No opinion is expressed with respect to the necessity of the registration of the Series 2000 Notes under the "Blue Sky" or securities laws of any state, territory or possession of the United States or of the District of Columbia.

Very truly yours,

McGuireWoods LLP

CERTIFICATE OF TREASURER OF THE COMMONWEALTH OF VIRGINIA

- 6. The Commonwealth and the Treasury Board have not issued any bonds or notes or incurred any other obligations for borrowed money payable from Revenues (as defined in the Indenture.
- 7. The Treasury Board has full legal right, power and authority to (i) enter into the Payment Agreement, dated as of October 1, 2000 (the "Payment Agreement") by and between the Treasury Board, the Transportation Board and the Secretary of Finance of the Commonwealth of Virginia and the Continuing Disclosure Agreement of the Commonwealth of Virginia, (ii) carry out and consummate the transactions contemplated by the Payment Agreement and the Continuing Disclosure Agreement of the Commonwealth of Virginia. The Treasury Board has taken or will take all action required by the Payment Agreement, the Act (as defined in the Indenture), the Continuing Disclosure Agreement of the Commonwealth of Virginia and all other applicable laws in connection with such matters.
- Agreement and any other document used or contemplated for use in the consummation of the transactions contemplated by the Payment Agreement do not and will not in any material respect conflict with or constitute on the part of the Treasury Board a breach of or default under any indenture, deed of trust, mortgage, agreement or other instrument to which the Treasury Board is a party, or conflict with, violate or result in a breach of any existing law, public administrative rule or regulation, judgment, court order or consent decree to which the Treasury Board is subject.
- 9. There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to the best of its knowledge, threatened, (i) affecting or challenging the existence or powers of the Treasury Board, (ii) challenging the validity of the Payment Agreement, the Continuing Disclosure Agreement of the Commonwealth of Virginia or the Series 2000 Notes, or of any other agreement or instrument to which the Treasury Board is a party or by which it is bound that would have a material adverse affect on the transactions contemplated by the Payment Agreement or the Series 2000 Notes, or (iii) challenging the accuracy or completeness of or the validity of transactions described in the Preliminary Official Statement of the Transportation Board dated ______, 2000 or the Official Statement.
- 10. The Treasury Board has adopted all resolutions necessary to effect the transactions contemplated by the Payment Agreement, the Series 2000 Notes and the Official Statement at duly convened public meetings, with respect to which all notices were duly given to all members, and at which meetings a quorum was present and acting throughout.
- 11. The Treasury Board has authorized all necessary action for the execution and delivery of the Payment Agreement by the Treasury Board.
- 12. No consent, approval, authorization or order of any governmental or regulatory authority which has not already been obtained is required to be obtained by the Treasury Board as a condition precedent to the sale of the Series 2000 Notes or the execution and delivery by the Treasury Board of or the performance of its obligations under the Psyment Agreement.

Dated:	October	, 2000
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Treasurer of the Commonwealth of Virginia

CERTIFICATE OF COMPTROLLER OF THE COMMONWEALTH OF VIRGINIA

the Commonwealth, certifies to the Understand 2000 (the "Note Po	ealth of Virginia (the "Commonwealth"), on behalf of erwriters identified in the Note Purchase Agreement urchase Agreement"), relating to the \$
Commonwealth of Virginia Federal High	way Reimbursement Anticipation Notes, Series 2000 asportation Board that (i) the statements of revenues,
expenditures and other financing sources	included in Appendix A to the Official Statement (as
1999, accurately reflect the information of sources included in the Annual Report of has been no material adverse change in t	for the fiscal years ended June 30, 1985, to June 30, concerning revenues, expenditures and other financing the Comptroller for the appropriate year, and (ii) there he financial condition of the Commonwealth between the Commonwealth included in Appendix C to the
Dated: October, 2000	
	COMMONWEALTH OF VIRGINIA
	By: Comptroller of the Commonwealth of Virginia
	Comptroller of the Commonwealth of Virginia



CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by the Commonwealth Transportation Board (the "Board") of the Commonwealth of Virginia (the "Commonwealth") in connection with the issuance by the Board of \$_______ aggregate principal amount of the Commonwealth of Virginia Federal Highway Reimbursement Anticipation Notes, Series 2000 (the "Notes") pursuant to the provisions of the Master Indenture of Trust dated as of October 1, 2000, as supplemented by a First Supplemental Indenture of Trust dated as of October 1, 2000 (collectively, the "Indenture"), between the Transportation Board and First Union National Bank, as trustee (the "Trustee"). The proceeds of the Notes are being used by the Board to fund the Project and pay the costs of issuing the Notes. The Board represents that it is in compliance with its undertakings regarding the Rute. The Board hereby covenants and agrees as follows:

Section 1. <u>Purpose of the Disclosure Agreement.</u> This Disclosure Agreement is being executed and delivered by the Board for the benefit of the holders and in order to assist the Underwriters in complying with the Rule. The Board acknowledges that it is undertaking primary responsibility for any reports, notices or disclosures that may be required under this Agreement.

Section 2. <u>Definitions</u> In addition to the definitions used for purposes of the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Board pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Dissemination Agent" shall mean the Board, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Board and which has filed with the Board a written acceptance of such designation.

"Fiscal Year" shall mean the twelve-month period, at the end of which the financial position of the Board and results of its operations for such period are determined. Currently, the Board's Fiscal Year begins July 1 and continues through June 30 of the next year.

"bolder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a Note.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule.

"Repository" shall mean each National Repository and any State Repository.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Repository" shall mean any public or private depository or entity designated by the Commonwealth as a state depository for the purpose of the Rule.

"Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with the offering of such Bonds.

Section 3. Provision of Annual Reports; Audited Financial Statements.

- (a) Not later than seven months following the end of each Fiscal Year of the Board, commencing with the Fiscal Year ending June 30, 2000, the Board shall, or shall cause the Dissemination Agent (if different from the Board) to, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Not later than 10 days prior to said date, the Board shall provide the Annual Report to the Dissemination Agent (if applicable). In each case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement, and (iii) shall include such financial statements as may be required by the Rule.
- (b) If the Board fails to provide an Annual Report to the Repositories by the date required in subsection (a) hereof, the Board shall send an appropriate notice to the Municipal Securities Rulemaking Board and any State Repository in substantially the form attached hereto as Exhibit A.
- Section 4. <u>Content of Annual Reports</u>. Each Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, the following information, all with a view toward assisting the Underwriters in complying with the Rule:
- (a) updated information regarding the Projects as set forth under Appendix A of the Official Statement and the plan of finance as set forth under the section "VIRGINIA TRANSPORTATION ACT OF 2000 AND PLAN OF FINANCE" in the Official Statement, including bonds authorized with respect thereto; and
- (b) updated information regarding (1) the Federal Aid Highway Program as set forth in the section bearing such heading in the Official Statement, (2) federal highway reimbursements and any other federal highway assistance as set forth under the sections entitled "SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2000 NOTES Federal Highway Funds" and "COMMONWEALTH

PARTICIPATION IN THE PROGRAM" and (3) any other funds appropriated by the Virginia General Assembly with respect to Notes or the Projects each as of the end of the preceding Fiscal Year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements or debt issues of the Board or the Commonwealth, which have been filed with each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Board shall clearly identify each such other document so incorporated by reference.

- Section 5. <u>Event Notices</u>. The Board will provide, or cause the Dissemination Agent (if different from the Board) to provide, in a timely manner, to each Repository, notice of the occurrence of any of the following events with respect to the Notes to which the Board has actual knowledge, if material:
 - (1) Principal and interest payment delinquencies:
 - (2) Non-payment related defaults under the Indenture;
 - (3) Unscheduled draws on debt service reserves created under the Indenture reflecting financial difficulties;
 - (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) Substitution of credit or liquidity providers, or their failure to perform:
 - (6) Adverse tax opinions or events affecting the tax-exempt status of the Notes;
 - (7) Modifications to rights of holders of the Notes;
 - (8) Calls;
 - (9) Defeasances;
 - (10) Release, substitution, or sale of property securing repayment of the Notes; and
 - (11) Rating changes.
- Section 6. <u>Termination of Reporting Obligation</u>. The obligations of the Board under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of the Notes.
- Section 7. <u>Dissemination Agent</u>. The Board may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Board shall be the Dissemination Agent.
- Section 8. <u>Amendment</u>. Notwithstanding any other provision of this Disclosure Agreement, the Board may amend this Disclosure Agreement, if such

amendment is supported by an opinion of independent counsel with expertise in federal securities laws to the effect that such amendment is permitted or required by the Rule.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Board from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice described in Section 5 above, in addition to that which is required by this Disclosure Agreement. If the Board chooses to include any information in any Annual Report or notice described in Section 5 above, in addition to that which is specifically required by this Disclosure Agreement, the Board shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice.

Section 10. <u>Default.</u> Any person referred to in Section 11 (other than the Board) may take such action as may be permitted by law against the appropriate public official to secure compliance with the obligation of the Board to file its Annual Report or to give notice as described in Section 5 hereinabove. In addition, holder of not less than a majority in aggregate principal amount of Notices outstanding may take such actions as may be permitted by law to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the Board hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under any applicable resolution or other debt authorization of the Board, and the sole remedy under this Disclosure Agreement in the event of any failure of the Board to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

Section 11. <u>Beneficiaries</u>. This Disclosure Agreement shall inure solely to the benefit of the Board, the Underwriters, and holders from time to time of the Bonds, and shall create no rights in any other person or entity.

	Chairman
	Ву:
	COMMONWEALTH TRANSPORTATION BOARD
Date: October, 2000	

NOTICE OF FAILURE TO FILE ANNUAL REPORT COMMONWEALTH TRANSPORTATION BOARD

in connection with Commonwealth Transportation Board

S_____Commonwealth of Virginia **Federal Highway Reimbursement Anticipation Notes** Series 2000

CUSIP Numbers:

Dated: October 1, 2000

NOTICE IS HEREBY GIVEN that the Commonwealth Transportation Board has not

Agreement, which was pursuant to that certain 2000, between the Bo	eport as required by Section 3 of the Continuing Disclosure entered into in connection with the above-named notes issued First Supplemental Indenture of Thust, dated as of October 1, and First Union National Bank, as Trustee. The Board hal Report will be filed by
Dated:	_
	COMMONWEALTH TRANSPORTATION BOARD
	By:Chairman

9FISG1319.1



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1939

SHIRLEY J. YBARRA CHAIRMAN

Agenda ikan # 25

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Ms. Lionberger Seconded By: Ms. Welsh Action: Motion Passed

<u>Title: Tentative Virginia Transportation Development Plan and Allocations</u> For Fiscal Year 2000-2001

WHEREAS, the Commonwealth Transportation Board (CTB) is required by the Code of Virginia Section 33.1-12 (9) and (11) to administer and allocate funds in the Transportation Trust Fund; and,

WHEREAS, Section 33.1-23.1 of the Code of Virginia requires the CTB to allocate funds for the construction and improvements on the Interstate, Primary, Urban and Secondary Road Systems; and,

WHEREAS, Section 58.1-638 of the Code of Virginia requires the CTB to allocate funds for mass transit in accordance with the statutory formula; and,

WHEREAS, financial planning and programming meetings in each of the nine construction districts have been held by the CTB to receive public comment on the allocation of finds for the Interstate, Primary and Urban Road Systems and Public Transit; and,

WHEREAS, Section 506 F.2 of Chapter 1073 of the Acts of the General Assembly of 2000 requires that the Virginia Transportation Development Plan be submitted to the Chairmen of the Senate Finance, Senate and House Transportation, House Finance, and House Appropriations Committees for their review and comment.

NOW, THEREFORE BE IT RESOLVED by the Commonwealth Transportation Board that the Tentative Allocations of Interstate, Primary, Secondary and Urban Road Construction and Public Transit, Port and Airport Funds for Fiscal Year 2000-2001 are tentatively approved; and,

WE KEEP VIRGINIA MOVING

Resolution of the Board
Tentative Virginia Transportation Development Plan and Allocations-FY00-01
September 21, 2000
Page Two

BE IT ALSO RESOLVED by the Commonwealth Transportation Board that the Tentative Virginia Transportation Development Plan of projects for Fiscal Years 2000-2001 through 2005-2006 for Interstate, Primary and Urban Road Systems and PublicTransit are tentatively approved; and,

BE IT FURTHER RESOLVED that the Tentative Virginia Transportation Development Plan be distributed to the legislative committees; for their review and comment, as required by Section 506 F.2.

####

Minutes of the Commonwealth Trai Meeting of September 21, 2000 Page 7	naportation Board
Attested:	Approved: Aluning Graner Chairman
Secretary	

CMAO

(Congestion Mitigation & Air Quality Improvement Program)

INNOWATIVE

FOR GOVERNOTE'S COmmitment to Transportation

Virginia Department of Rail and Public Transportation Commonwealth Transportation Board Virginia Department of Transportation

<u>CONGESTION MITIGATION AND AIR OUALITY IMPROVEMENT</u>

continuation of the Congestion Mitigation and Air Quality Improvement Program (CMAQ). This program provides funds for projects to The Transportation Equity Act for the 21" Century or "TEA-21", signed by the President on June 9, 1998 provided for the reduce pollution in Clean Air Act non-attainment and maintenance areas. This new federal-aid legislation established federal authorizations through 2003, thus providing better planning for future revenues. project can be shown to reduce congestion within the area. Required matching funds will be provided from the system or mode using the Projects for the Congestion Mitigation Program are not limited to highways. Eligibility is extended to other modes where the

not facility, locality, or mode specific. These projects must be included in the regional Transportation Improvement Programs for projects for Congestion Mitigation and Air Quality funding, except for \$4 million in funds that shall be designated for projects in Virginia's non-attainment and maintenance areas by the Commonwealth Transportation Board, with first priority for this funding granted to approved Transportation Emissions Reduction Measures which are designed to mitigate emission impacts and that are each area and are subject to individual eligibility determinations by the Federal Highway and Federal Transit Administrations. Local officials, acting through the Transportation Planning Board in Northern Virginia and the Metropolitan Planning Organizations within the other areas of the state and in cooperation with the Department, are responsible for recommending

CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT PROGRAM (In Thousands of Dollars)

2000-2001 through 2005-2006

FEDERAL FUND ALLOCATIONS

Marina	ACTUAL	8 12.5		RON	PROJECTIED		1
	2000+01	2001:02	2002-03	2003104	2004-05	2005-05	TOTAL
FREDERICKSBURG REGION	1,026	825	833	847	860	872	5,263
NORTHERN VIRGINIA REGION	20,082	16,136	16,299	16,573	16,820	17,066	102,976
HAMFTON ROADS REGION	10,367	8,330	8,414	8,555	8,682	8,809	53,157
RICHMOND REGION	5,821	4,677	4,724	4,804	4,875	4,946	29,847
CTB DISTRIBUTED	4,000	4,000	4,000	4,000	4,000	4,000	24,000

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TRANSPORTATION Enhancement Program



Commonwealth Transportation Board Virginia Department of Transportation

Virginia Department of Rail and Public Transportation

TRANSPORTATION ENHANCEMENTS

improvement project. The Transportation Equity Act for the 21st Century or "TEA-21st, signed by the President on June 9, This program provides a means of financing activities that go beyond the normal elements of a transportation 1998 provided for the continuation of the Transportation Enhancement Program. This federal-aid legislation established federal authorizations through 2003, thus providing better planning for future revenues. With the ensetment of TEA-21, additional funding was made available for the Transportation Enhancement Program.

aesthetically pleasing. It should provide a "quality-of-life" benefit. A project is enhanced by doing something that is Transportation enhancement activities can be a stand-alone project or can be implemented as part of an ongoing project. In either case it must relate to the intermodal transportation system in function, proximity, or impact. Transportation enhancement activities are activities that increase the value or worth of a project or make it more not common practice.

Eligible transportation enhancement activities must fall into one or more of the following categories:

- Provision of facilities for bicycles and pedestrians;
- Acquisition of scenic easements and scenic or historic sites;

- Scenic or historic programs;
- Landscaping and other scenic beautification;
- Historic preservation;
- Rehabilitation and operation of historic transportation buildings, structures, or facilities including historic railroad facilities and canals;
- Preservation of abandoned railway corridors including the conversion and use thereof for pedestrian and bicycle trails;
- Control and removal of outdoor advertising;
- Archaeological planning and research; and,
- Mitigation of pollution due to highway run-off;
- Transportation Muscums

This year 220 applications were received, requesting \$79.1 million of federal funding. A total of 118 applications are recommended for approval announting to \$19.4 million. The Commonwealth Transportation Board allocates funds to specific projects on a statewide, competitive basis.

Project Proposals are examined by a VDOT Enhancement Selection Panel. Based upon the recommendations of the Panel and a review by the Commonwealth Transportation Board's Environmental Committee, projects are selected for implementation.

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City of Chartenands Rughy Road Blus Lance 15-153	Withering of Rughy Road from University Average to Wayshie Place, so that designated bayes tanks can be incomparated that the material is proposed for the east elde read. Exist-104.705.0501; BASS-104-121.0581 CONSTRUCTEN UNDERWAY	PE 130 CO 100 TO 1,000 EW 600	908	22	•
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City of Figure Square 19716	1685)		997	R	•
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Development of a regional small craft/handing facility providing a wingra. Nature and repair stop that will present a dwar concept of brail craft use, matter shipping and water benegon. Useful page 057-109, PE 102, PM 102, PM 102, PM 102 is	Constitution of a protestional byte facility on the north take of Route 33 bodyness Dathrate and Staginsy Point Market. Europ 459s - 44, PC 101 PC 102, Privide 1, CSO 9	Restriction of forthly for public use, includes acquisition of site, pade this which, business, business, business, termostation of situations of shutchests. NPTO/ENEC-005-102, PE-103, PE-102, CSS 1	Design and reconstruction of a building for use as a fishement's majorum. (PID) 086-149,PE101, PE102, C201	Puber I die bagelegebergen bedig faul eit pervise access from restrieutal erras to conversabli end restrational habites. Brita-688-932-perior personation I consistence uncoensis.	Constitution of protection factors before the grant of the county government complaines. Section 1. 100, PE 101, PE 102, RAY20 1, C30 1	Construction of a bicyclaspeciated in task and attenual improvements. OPPOINTER 100 PE to PE to PE to PE to PANZO, CSON	RALD 75
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A MOUTH CALL AND CA	Provide for Environmental Document proprietars services for projects approved in Repair year 1999-00.		Decembration and exposition of Grei Mor sites statesistics includes tacking for bicycles and partestriess, tendencycling at other requiring such and placement of Historical lates.		ENGLIGENZOPE(O),PENZLOZO: CONSTRUCTION UNDERWAY	Nontribre pers and abundants of overgo over Jamos River to provide a podestran lability crossing as pert of the Appaienties Trial.		EMB4 969-V46 PE 101 PE 102,CS01 CONSTRUCTION UNDERWAY	Conduct received and draft new Habbit Marker hads. Paphes entones and its mining markers.		(NEO)ENSO 399-131 PEIOS, PENO, CON CONSTRUCTION UNDERWAY	Construction of a marite practical, the design and includition of latters markets and stabilization of the beings.		PAPOPENDI-AGG-100-PE101-PE102-RAWZOLOSON COMSTRUCTION UNIDERWAY	për etj par By		(nFOENSE) 27-1940FE187,FE182,FWZ01,C301	Constitution of an Materia shapton kep and the complete majoration of a chiego breaths.		Bergador volve in pervolation	IRAM 115
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TRANSPORTATION Safety Improvement Program

NNOWATIVE FOR BEES S Governor Gifmore's Commitment to Transportation

Commonwealth Transportation Board
Governor Glimore
Virginia Department of Transportation
Virginia Department of Rail and Public Transportation

SAFETY IMPROVEMENTS

The Transportation Equity Act for the 21" Century or "TEA-21", signed by the President on June 9, 1998 provided for the continuation of the Safety Improvement Program. This federal-aid legislation established federal authorizations through 2003, thus providing better planning for future revenues.

With the enactment of TEA-21 additional funding was made available for the Safety Improvement Program.

This will provide the Board an opportunity to continue the program begun by ISTEA. Rather than charging the full cost of an improvement to a locality's construction allocation, the locality will be able to use the state matching share from its construction allocation to leverage the federal funding available for the proposed improvement. The improvements identified in this program were selected from a statewide priority list for hazard elimination improvements and rail-highway grade crossings to provide for the safety and convenience of the travelling public.

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SAFETY IMPROVEMENT PROGRAM

(In Thousands of Dollars) 2000-2001 through 2005-2006

FEDERAL FUND ALLOCATIONS

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SAFETY INCENTIVE	-	•		•	•	6	•
OPEN CONTAINER	3939	6	•	•	•		3,939
FEDERAL RAILROAD AUTHORITY GRANT	472	753	218				1,443
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US ROUTE 58 CORRIDOR Development Program



Commonwealth Transportation Board Virginia Department of Transportation Virginia Department of Rail and Public Transportation

U.S. ROUTE S8 CORRIDOR DEVELOPMENT PROGRAM

The Virginia General Assembly, through the enactment of House Bill 1836 in the 1989 session, created the U.S. Route 58 authorized the issuance of \$600 million in Commonwealth of Virginia Transportation Revenue Bonds under the provisions of Article Corridor Development Fund for the purpose of providing an adequate, modern, safe, and efficient highway system along the southern boundary of the Commonwealth. In the April 1989 Special Session of the General Assembly, legislation was enacted which 10, Section 9(d) of the Constitution of Virginia for the development of the U.S. Route 58 Corridor. The 1999 General Assembly increased that amount to \$704.3 million. The Virginia Transportation Act of 2000 designated an additional \$229.3 million for their program from transportation revenue sources. The U.S. Route 58 Corridor Development Fund of the Transportation Trust Fund is supported from an appropriation of \$40.0 million from state real estate recordation tax receipts. The 2000 General Assembly authorized an additional \$3.50 million in appropriations to the fund from the State's Highway Maintenance and Operating Fund and \$11.85 million in appropriations from the Commonwealth Transportation Fund. The Commonwealth Transportation Board is charged with the responsibility of defining the U.S. Route 58 Corridor and administering the program. The Board has considered needed improvements of this corridor when allocating funds for highway improvements Toward this end, the Commonwealth Transportation Board is actively pursuing the objectives of this legislation. To date, the Board has sold \$600.0 million in bonds. The next band issue is planned for 2001. At the current time, preliminary engineering, rightof-way acquisition and construction are being carried out on various segments of the corridor. While some sections are further advanced than others, some preliminary engineering has been accomplished throughout the entire corridor. In this update, the program is shown in its entirety. It shows those projects that have been completed, under way, or proposed, as well as those projects that have or are anticipated to receive bond funds as well as Priority Transportation Funds. Also, included are those projects that are beyond any current funding program. The solid time line identifies those projects that are funded or anticipated to be funded from existing sources of revenue which underway, or with a solid time line showing implementation in the near future. Another \$104.3 million has been identified with the dashed time line as being funded from future bond issues. An additional \$663.5 million has been identified in the "Balance to include bond funding, highway construction allocations, and Prionity Transportation Funds, etc. Broken lines identify those projects construction allocations have been dedicated to the corridor. Projects to use these monies are identified as being completed, proposed to be financed with future bond funds to be sold within the \$704.3 million band authorization approved by the General Assembly. Those projects identified as needs, but with no funds anticipated within the current funding program, are shown in the far right-hand column as amounts in the "Baiance to Complete" column. To date, \$837.0 million in bond funds and highway Complete" column with no funds programmed. The increase in the total cost of the Route 58 Corridor program is due mainly to the inclusion of the right-of-way and construction on the corridor between Daniascus and Volney, and the section of Route 16 between Route 81 and Volney as approved by the Commonwealth Transportation Board plus an inflation factor has been included to more closely represent the projected cost at the time of advertisement. The remaining increase in cost includes the addition of a large number of bridges and other sections throughout the corridor where right-of-way and construction were added. The Board is continuing to place all possible emphasis toward completing the Route 58 corridor improvements within the program guidelines established by the General Assembly.

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ROUTE 58 CORRIDOR PROGRAM

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C. C. Constant (188 40 North Project		EQUTE IN CONSCION OF LEAST HERT PRODUCED PROPERTY PROPERTY.	CORPOR Prizon	Arra Princes	Section 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		OPEN DISTRICT	TRUCT
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		-	30000	2601-62	2802-41	7007	2007	1000	
ss. Poeict New Location	STUMET BYPASS: 2.4 Lan North Houth Corporate Limits Shant - 0.3 Ion West Routh 636 (East of Shart)	76 34 34 34 35 35 35 35 35 35 35 35 35 35 35 35 35				-			
, in		24	COST DOS CONTRACTORS ON THE COST OF THE CO	EUO RIVZOS	MD 8801 3803				
56 - Reintok Residel Lene	0.2 NBs West Route 805 IZasi of Stand. 0.4 NBs West Whet Route 626	FRM 1,035 FRM 1,186 CM 8,800 TO 11,017							
- T		NSCSI	Consection Undersay BOSE-UN-E20 PE (M RW20A C'SON BB 19 DB 23	derwey Elok RW204.C	SM BEISING		1		
36. Parick Period Lane	0.4 Mile West West Route 825 - 0.1 Mile West Route 553 (West of Nerfertops)	FR 1,379 CN 7,994 TO (0,191							
16 85		38651	Construction Underway 859-070-E21 PE101 RW201.2501	E101 KW201.2			1		
38 - Paict Peniel Len	0.2 Mile West Route 653 (West of Nimfertopa) - 0.4 Mile West Route 631 (Netheridge)	7/7 673 C4 6,227 U20 U20 U20 U20 U20 U20 U20 U20 U20 U20							
4		DEC:	Cendration Complete 0558-09-E22-9E101,FRI201,CS01	motels ETOT JAN201.C	15			\prod	
66 - Parick Obesity to 1 Lanes	Q.4 Allie West Route 637 (Nordentage) - Q.1 Allie East Route 687	TH 1447 EN E23 CM 8,463 TO 10,633	-					<u> </u>	
3.14800		. I.M	Construction Underway Construction Underway 6008-070-E19 PETOL PRIZET CSOT 19875 BESS	HENDER CONTRACTOR	SOT 1815 HESS	4	1		
16. Pajeta Demilip lo 4 Lares	0.1 (Alle Eled Route 097 - Henry County Line	SEL'Y OI							
2.4 Mins		m n and a second	Construction Complete 608-670-E19.PE191.Rev201.CS01	1 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000 1000	165				
		??iFundinglillippilleneous Footnoles : lad	- sejoujo	F - Canobas Pin	yack in the Fe	F - Candoss Projects in the Fassability Phace (in opposed to Céphal Improvament Phase)	bbosed (o Cep	ila Inproven	nt Phase)

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EIGHT!	The state of the s							COMPLETE
			2400-01	20100	┥	100 H	25.50	
58 - Henry Develop to 4 Larers	Paptra County Line - 0.2 Mile Weal Route 545	FM 1004 RW 1004 CN 7547 TO 6,484				 _		
, F. P.		etra	Construction Un	Construction Underway USES DATE (CPS) 1803 1803	3 850	-		
- 12 - 12 - 12 - 12 - 12 - 12 - 12 - 12	5.9 biles West Ruch 220 - 2.7 biles West Rose 220 Brosse							
Develop to 4 Lines		70 S200 170 E 1757					_	•
		26-73 20-73	Construction Co.	Construction Complete 608 Cott E18 PE (01 RN201 CS01 BR21 B822		 - 		
- 18 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	2.7 Miles West Route 220 Bypers -				 	L		
Develop to 4 Lones		7005						
;		Š	Construction Co	Construction Complete	4			
131111				100 TO 10		-	-	
SS. Henry Decelor of Lene	1.4 Mines Wines Route 220 Bypans 1 0.2 Life Wines Route 220 Bypans	2	 .					
10.00		3	Construction Co	Construction Complete Total Your 19th Design Print	$\left \right $		$\left \right $	
2 GP	AMPTERIOR CE INDICES		2-01-440-2004	(AST I STAN I AST	$\frac{1}{2}$			
R	O.S. Libe Error Rosts 220							
Paradal Lane	Soch - Rode 850	335		;-		<u> </u>	·	
		1004	Construction Co.	Carefaction Complete	$\left. \cdot \right $	-		
2.6 Mes			8058-04-EIX	E104,C504,B603,B60	1			
	NAVOTRESVILLE BYPAGS:					_	-	
2 Lame on 44 any RM & Signs	Reute SE East of Marchaethe	95 C						
					\dashv	-	-	
3.7 1400		966711703	1058 O44 E83	MSS-044-ES3,PE-105.CS03.9699.SS03		1		
	<u> </u>	1. Fühlighlöselmeden Podroles:	T	F - Dagdes Projects to the Freschilly Phase (as apposed to Captus Improvement Phase)	is the Feesbilly	Pasot (et opposed	lo Captal Improver	nani Phase)

ROUTE 39 CORREDOR PROGRAM

SALEM DISTRICT

TO THE PARTY OF TH	A SOOM							12,000		d to Capital Improvement Phases	SALEM DISTRICT
A STATE OF THE STA	Funds Committy Available Publish Authorities Publish Funds in Board Authorities Publish						Condinetes Funding Provided in Planary System - Vol. 1 thru VYA 2000 1889-017-29, PE101 RWZ11, CS11			F - Darzkes Projecto in line Fossikility Pite so (An opposed to Capital Improvement Phesis)	
PROGRAM Proces that production of Control of	2000-05 NOTE:	128 0 0	Construction Complete 0038-044-217 PE111, 1361-1920	701	Studes Complete 009-002-0176-00		Condineton Funding Provided in 1888 407-236 PE 101 RWZI (CSI)			ĺΠ ľ	
ROUTE IN COMMON OF PERFORM PROGRAM PROM	LECT TOTAL TOTAL	## X 5		# # £ £ £	1	76 100 100 100 100 100 100 100 100 100 10	10107			. Y. Funding Misce Italianus Footions	962
And the second s	HOLLANDSON	LEATHERWOOD CREEK: 5.9 Miles Mest Pasymenia County Line		Grayean County Unio - Ropes 220 West of Marthurith		Route 188		Orsteach summery (Balance to Complete)			OGRAM
Chapter and the state of the st	TOOM TOOM	Sil. Henry Regisce Bridge on VPB.	1	_	-	Carrol Recordingtion					ROUTE SE CORRUDOR PROGRAM

RAIL AND PUBLIC TRANSPORTATION Program



Commonwealth Transportation Board Virginia Department of Transportation Virginia Department of Rail and Public Transportation

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programs for public transportation in Virginia that are distributed at the approval of the Commonwealth Transportation Board. All of these funds are programmed and awarded as grants in the FY 2001 Public Transportation Improvement The first table in the Public Transportation Improvement Program provides a list of all of the federal and state funding

In the second table, the Public Transportation Improvement Program provides a detailed list of public transportation projects for FY2001 in each of Virginia's Construction Districts. Information is provided for each project including a assistance. Unlike highway projects, most public transportation projects are funded in a single year. This is due to Operating revenue estimates also are provided along with information regarding federal, state and local operating governments play in funding public transportation projects. Therefore the Public Transportation Improvement project description and its total cost, the amounts and sources of federal, state and local funds for the project. the nature of the federal and state funding programs for public transportation and to the large role that local Program contains projects only for the upcoming fiscal year – FY 2001.

paratrenelt funds, and special projects funds. Each grant is shown for the paratrensit assistance fund and the special in the Construction Districts tables. The table showing paratransk grants is located with the FTA 5310 program table. projects funds including the Transportation Efficiency Improvement Fund (TEIF) program. These grants also appear Information is provided regarding each of the subprograms of state financial assistance to public transportation. Tables are included showing the statewide distributions of formula assistance funds, capital assistance funds,

allocation of these funds to transit properties is shown in the Summary Table for Capital Assistance Grants. The final lable in this program shows the rail and public trensportation projects included in the fisting of Priority Transportation federal Surface Transportation Program funds (6% of Statewide STP and 10% of Minimum Guarantee funds). The Additional funding to support rall and public transportation capital projects has been made available beginning in FY 2001 under the Virginia Transportation Act of 2000 (VTA 2000). Additional state funds have been appropriated to support transit capital projects in FY2001 under a program entitled the Statewide Vehicle and Equipment Program. Additional federal funds have been designated for transit capital projects from the Commonwealths allocation of Projects under VTA 2000.

Transportation is included in the program as a statewide table showing the amounts and redigents of the FY 2001 grants. Separate tables are provided for the FTA Sections 5303, 5307, 5310, 5311, and 5313(b) programs. Each of the Federal Transit Administration programs administered by the Department of Rail and Public

FY 2001 Public Transportation Improvement Program Commonwealth Transportation Board

FY01 Mass Transit Trust Fund Appropriation and Adjustments

\$100,555,900	44 A4E 555
TTF Allocation of Revenue for Mass TransR Account:	· 医二种二种 医二种二种 医二种 医二种 医二种 医二种 医二种 医二种 医二种
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(\$206,700) \$1,475,000 TTF Allocation of Interest for Maga Transit Account Adjustment for Indirect Charges and Basis Points:

\$101,825,200 Net TTF Allocation:

(\$800,000) \$3,438,604 Adjustment for Previous FY Revenue Surplus (Shortfell): Adjustment for Paratransit Assistance Program:

\$3,032,726 \$396,122 Adjustment for Unobigated Balance of Previous FY Appropriation: Net Adjustments:

\$104,857,928 Total FY01 Mass Transit Trust Fund Allocation:

Distribution of State Aid Allocation to Subprograms:

\$77,070,578 \$26,214,482 Formula Alocations Subprogram (73.5%): Capital Assistance Subprogram (25.0%):

\$1,572,989 Speciel Projects Subprogram (1.5%):

\$104,857,927

Other Financial Assistance to Transit Distributed in the FY01 Program

State Funds

2800,000 Paratranett Assistance Program (From MTF): \$1,955,000 Trensportation Efficiency Improvement Fund (Including Carryover):

\$20,585,038 Statewide Vehicle and Equipment Program (General Funds):

Federal Funds

\$14,288,000 \$5,053,357 Statewide STP Funds for the Statewide Vehide and Equipment Program: Federal Transit Act Section 5307 Program (Gov. Apport.) Appropriation (FY00):

\$5,049,175 \$1,109,510 Federal Transil Act Section 53118, RTAP Program Appropriation (FY00) Federal Transit Act Section 5303 Program Appropriation (FY00)

\$198,465 Federal Transk Act Section 5313(b) Program Appropriation (FY00):

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM BRISTOL DISTRICT

Respientifrique Description	Cost	Funds	Source	Furida	Source	Funds	Source
Bristos City Bus				ļ			
Operating Expenses	\$380,263	\$84,435	FTA Sect. 5307 FY00	\$84.78	#1 T#	250,600	Operating Revenues
Capital Expenses						\$190,660	Local General Funds
Purchase 2 Replecement Body on Chaasis Buses	\$100,000	\$80,000	FTA Sect. 5307 FY00	\$18,000	SVEP	25	Local General Funds
American Township Township of Bistoffeld							
	000 6775	CAR SAN	F73 Sers. 8311 FVD0	\$15,415	MITTEN	\$4.000	Operating Revenues
Cardist Fine Card					•	\$54,535	Local General Funds
Purchase 1 small bus with radio & farebox	\$63,700	<u>\$</u>		\$42,950	SVEP	\$10,740	Local General Funds
District til Governmental Cooperative					l i		
Operating Expenses	\$798,450	\$371,725	FTA Sect. 5311 FY00	\$192,676	ATT	\$35,000	Operating Revenues
Capital Expenses		-			!	5199,049	Contract & Local Funds
Pursuse 4 Replecement Body-On-Charats Bus	\$178,000	5140 800	Statewide STP FYOT	\$28,190	7 6	040.74	Local General Funds
Purchase 1 Expension Body-On-Chessis Bus	244,000	235.200	Statewice STP FTUT	060'/8	DVEP	09/°L\$	LOCAL General FUNCE
Mbr. Engine Older Ctane. (Wise Co.)							
Doerating Expenses	\$722,103	\$296,062	FTA Sec. 5311 FY00	\$107,889	MITTE	000'0E\$	Operating Revenues
Coulte Experience	7			·		\$288,152	Contract & Local Funds
Purchase 7 Replacement Body-On-Cheaple Buses	\$315,000	\$252,000	Statewide STP FY01	\$50.400	SVEP	\$12,500	Contract & Local Funds
Purchasa Radio Equipment	2,200	3000	Slatewide STP FY01	\$672	SVEP	\$168	Contract & Local Funds
Buchanan County Transportation							
Counting Elegants	\$353,156	8		M6.242	¥	8	Operating Revenues
Canthe Evenaes						\$306,016	Local General Funds
Purchase 2 Replacement Vene	\$50,000	8		\$40,000	SVEP	\$10,000	Local General Funds
Dickenson County Transportation		 		-			:
Operating Expenses	128,921	8		\$7,707	MTTF	2	Operating Revenues
Capital Expenses						\$29,214	Local General Funds
Purchase 1 Represent Sus	\$47,328	좛		\$37,682	SVEP	\$9,466	Local General Funds
Russell County Transportation				i			
Operating Expenses	\$156,810	3		\$15,414	MTTF	244.8	Operating Revenues
Vizzewell County - Four County Therail Operating Expenses	\$109,476	\$53,186	Statewide STP FY01	\$30,628	#TT#	\$3,000 \$22,481	\$3,000 Operating Revenues - 522,481 (Local Geometric Funds
		\					

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM BRISTOL DISTRICT (Continued)

	Total Project	Federal	Federal Funds	State	State Punds	1,008	Cocat Fenda
Recipient/Project Description	Cost	Funds	Solense	Funds	Bourse	FLIME	gorica
Briefel TNVA Area Metropolitan Planning Organization Transit Planning Expenses	\$18,175	\$14,640	\$14,640 FTA 8ect. 5303 FY00	\$1,617	DE L	\$1,818	\$1,818 Local General Funds
Kingsport TNVA Ava Metropolitan Pareting Organization Transit Planning Expenses	\$2,445	\$1,058	\$1,058 FTA 8ed. 5303 FY00	\$244	HING	£245	£245 Local General Funds
Apprincition Agency for Sevior Category, Coder Bluff (3) Revised Rock Van with Lift † Revised Rock Van with Lift	000'801\$	00 9 ′995	\$88,400 FTA 8ect. \$310 FY00	\$34,200	\$0 \$34,200 St. Parabanait	\$21,800 \$1,800	\$21,800 Agency Funds \$1,800 Agency Funds
Junction Camer for Independent Living. Big Stone Gap Affolysing	\$34,000	\$27,200	\$27,200 FTA 8ect. 5310 FY00	05		56,800	58,800 Agency Funds
Mountain Empire Older Ottoens, Big Stone Gep (2)15 Passenger BOCARTS	000'2615	\$109,600	\$109,600 FTA Sed. 5310 FY00	0\$		\$18,552	\$18,552 Agency Funde
Mobile Redio System	\$10,000	\$0		\$9,500	\$8,500 St. Peretrensii	\$500	\$500 Agency Funds
BRISTOL DISTRICT TOTALS:	83,817,028	11,626,404	The second second second	\$760,814	10 Sec. 10	81,431,982	
MITTE = Mass I narok Trust Fund; Dema = Demonskeiben Program; To Sattende Varktib & Egykonie (Program; DIR = Daken Toll Road Reve	TOM - Transpotation Demand I venues: TTF - Transpotation To	n Demend Meneg porteiten Trust Fu	OM = Tramportation Demonstrance Program. Tach: « Tachrica Assid. Program; 1984 » Tramportation Efficiency Improvement Fund; SVEP: most: TTF = Transportation Train Funds; HMO = Highlast Maintanton & Operating Funds; TANF » Terms. Assist: Needly Familian	ácal Assial, Prope arco & Operating I	sa; VBF = Yampo Funds, IANF = Yeng	tation Efficiency in 3. Assist, Needy Fa	XDAEMANI FUND; SVEP *

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM CULPEPER DISTRICT

Recipier (Project Description	Tolai Project Cost	Federal Funds	Federal Funds Source	Gleife Funde	State Funds Soutce	Local	Local Funds Source
Charlotterville Transit Service	70,700	10000	411	200	ļ		
	****	00077004	745 0001, 0307 PTUU	26.	E	\$1,048,637	Uparadng Kavenues Local General Funds
Replace 6 Transit Conches	\$1,787,000	\$1,413,800	Statewide STP FY01	\$282,720	BVEP	\$70,650	Local General Funds
Purchase 2 Expansion Body-On-Chassis Buses	\$120,000	\$98,000	FTA Sect. 5307 FY00	\$19,200	SVEP	\$4,800	
Passenger Shatters & Amanties	248,900	\$39,120	Stelevicide STP FY01	\$7,824	8VEP	\$1,956	
Purchase 4 Sectionic Farebowes	\$20,000	\$18,000	Stelewide STP FY01	\$3,200	8VEP		
Replace Shop Truck	2005.003	\$24,400	Statewicks 8 PP FY04	7,38	GVEP	\$1,220	Local General
AV2. System	\$127,000	\$101,600	Statewide STP FY01	0ZE'0Z\$	SVEP	\$5,080	Local General Funds
Purvise 2 Filters Passonger Vans	\$43,000	\$34,400	Statewide STP FY01	\$6,880	8VEP	\$1,720	Local General Funds
Replace Redio System	\$29,300	\$23,440	Stallawide STP FYD1	** ,080	SVEP	\$1,172	Local General Funds
Transit Fecility Replacement	\$4,000,000	\$3,200,000	Stalewide STP FY01	\$640,000	SVEP	\$160,000	\$160,000 Local General Funds
Renovate Grayhound Facility	\$216,000	\$174,400	Statewick STP FY01	\$34,860	SVEP	48,720	Local General Funds
CTS Marketing Project	\$63,000	20		\$66,400	MITF - TOW	\$16,600	Local General Funds
JAUNT, INC.							
Operating Expenses	\$2,322,087	\$184,216	FTA Sect. 5307 FY00	\$422,184	ATTR	\$283,556	Operating Revenues
Captel Expenses		\$688,242	FTA Sect. 6311 FY00			\$863.890	Contract & Local Funds
Purchase 14 Replacement Body-On-Chassis	\$697,500	000'B96\$	Statewide STP FY01	\$111,600	SVED	\$27,900	Contract & Local Funds
Scheduling Software	\$267,000	3		\$253,650	SVED	\$13,350	Contract & Local Funds
Mobile Cleta System	\$407,700	\$		\$367,315	SVEP	\$20,385	Contract & Local Funds
Interactive Voice Response	\$226,365	3		\$215,047	SVED SVED	\$11,318	Contract & Local Funds
Runsi Transportation Needs Analysis	\$20,000	\$18,000	FTA Sect. 5313b FY00	\$2,000	MTTF - Tech.	\$2,000	Contract & Local Funds
Space Needs Analysis	\$4,000	\$3,200	FTA Sect. 5313b FY00	\$400	MITE-Tech.	2400	Contract & Local Funds
Greens County Transit Operating Expenses	098'8927	\$123,475	\$123.475 -FIA 8601-6311.PY00	. \$81,857	HILF	642,000	Operating Revenues
Ceptiel Expenses Purchase 2 Replacement Body-On-Chaese	\$78,600	\$62,800	Stationide STP FY01	\$12,660	SVED	\$81,818 \$12,580	Local General Funds Local General Funds
Thomas Jefferson POC Rideshare Program Administration RideShare Inform	\$138,057	: 88		\$110,446	TE/F MTTF - Demo.	\$27,011	Local Funds Local Funds
Rappuhamock Rapiden PDC Robertore Program Administration	\$64,645			\$51,718	TEIF	\$12,929	Local Funds
Charioffestille Arte Metropolitan Paraing Organization Transit Planning Expenses	\$00,00\$	\$40,725	FTA Sect. 6303 FY00	\$6,090	HMO	160'91	\$5,091 Local Funds

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FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM CULPEPER DISTRICT (Continued)

pelor Fig.	Total Project	olel Project Federal	Faderal Funda		State Funds	Local	Local Funds
Respensive Community Services Board, Culpaper				.1		_	
Center Aide Ven	\$33,000	\$20,400	\$26,400 FTA Sect. 5310 FY00	50		\$6,500 Agency Funds	rcy Funds
Rappahamook Arm Againty on Aying f Relayd Roof Van with Lift	000'96\$	0\$		134,200	\$34,200 St. Paratranuli	\$1,500 Agency Funds	toy Funds
CULPEPER DISTRICT TOTALS: 100	\$13(38) 1916	37,289,553	SESSECTION OF SE	\$3.238,784	0.0000000000000000000000000000000000000	\$2,004,817	
MITTER Men Trans Trans Furd: Dave . Demonstration Program: 70M	7DM - Temporat	n Demand Mare	i – Temportator Demand Maregarinant Proprint. Tests e Technical Assist. Proprint, TES – Transportation Efficiency Improvement Fund. 3VEP =	nical Assist. Progr	ing TEM = Transport Simila TakaS = Young	otice Efficiency Improved Applies Associate Secretion	wat fund: 8VEP =

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM

Reciplent/Prolect Description	Total Project Cost	Federal Funds	Federal Funds Source	Furets	State Funds	Funda	Local Funds South
Frederickeborg (FRED)	C4 23 901	9	FTA Sect Stor FY00	\$136.728	MTTE	\$20.000	Operating Revenues
Charles Expenses						\$581,547	Local Funds & Contrib.
Purchase Rapidoement Trensit Coech	\$84,200	\$75,360	FTA Sect. 5307 FY00	\$15,072	SVEP	\$3.76 6	
Purchase Expanator Transit Coach	\$94,200	\$75,390	Statewide STP FY01	\$16,072	9 6	8/1	
Plothere Service Vehicle	235,000	\$28,000	FTA 8ect. 6307 FYDD	\$5,000	SAE	11.400	
Auctuse Passenger Shellers & Benchas	\$39,100	\$28,890	Statewick \$TP FY01	\$5,73 27,08	e S	21,444	Local Funds & Contrib.
FRED Partnership Development	000	2.		967	MITTE TONE	\$12,800	Local Funds & Confid.
Historic Diririci Service Expension	**B,6800	90		7044	- Caller	acion	Contract of Contra
Bay Trenett - Gloucestur County					ļ		
Operating Expenses	\$637,470	\$257,235	FTA 59ct. 5311 FY00	292,405	119	200,596	Cherama Kevenues
Capital Expenses	_			404 404	CL/S	200,000	Contract & Complements
Purchase 2 Expension Body-On-Chapsis Buses	298,000	\$76,600	LOAL LIN BOWNERS	000000	S OVER	040.44	
Purchase 2 Expension Body-On-Chassis Buses	296,000	3		291,200	St. Personal St.		CONTRACT & COCAL FUNDS
West Point Service	000'98\$	3		381,700	Military Company	000	LEGAL FLITTES
Fecility Festibility Study	000'06\$	\$24,000	FTA 5313(b) FYOD	E3,000	#11F - 18CF	33,000	Local Funds
Middle Penineule PDC		. '			-		:
Richetere Program Administration	\$81,875	\$0		\$49,500	TEIF	\$12,375	Local Funds
Northern Meck PDC Rideoters Program Administration	000'09%	\$0		\$40,000	ter	\$10,000	\$10,000 Local Funds
RADCO PDC			-		<u>.</u>	-	
Regressive Program Administration	\$262,500	3	1	\$210,000		200,204	LOCAL FUNDS
Freienfelsburg Ares Nekropolten Planning Organization Transf Planning Expenses	\$06,002	\$40,725	FTA-Sect: 5303 FY00	\$5,080	- HAID	160,5\$	\$5,081 Local Funds.
Chestparks Bry Area Agency on Aging, Urbsims Related Roof Varsiff 14 Postenger BOCHE	\$81,000	\$64,800	FTA Sect. 5310 FYOO	3		\$16,200	\$16,200 Agency Funds
Regularmock Arts Agency on Aging, Fredericksburg (3) 14 Pessenger BOC/Hits	\$128,000	\$100,300	FTA Sect. 5310 FYDD	05		\$25,200	Agency Funds
FREDEROXSBURG DISTRICT TOTALS:		945 476		\$864 243		21.201	
LITTE = Mass Trade Trade Fore; Demo. = Demonstrator Program, The		n Centerd Monay	DATE Transportation Comment Administrate Programs, Teach = Teaching Administration (TEAF = Transportation Different Improvement of the State of Teaching St	nical Applie, Prop	ten; TBF = Transpo Funds; TANF = Tem	ngaige Officiarcy in p. Aestal, Namoy Fe	provenent Pund, SVEP :
SECOND VEINOR & CONTINUE PROPERTY MINE PROPERTY							

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM HAMPTON ROADS DISTRICT

	Total Project	Faderat	Federal Funds	State	State Funds.	100	Contract Funds
Resigner of Project Description	Cost	Funds	Source	Furnish	Source	200	South
Hampion Roads Trans#	646 040 507	000 000	CTA COM CONT FORM	C10 227 285	 <u></u>	E16.801 487	Oversitive Davanuses
Operated experiess	no h	\$4,051,486	_	202,122,014		_	Local General Funds
		\$1,172,240	CMACI FYOT STP Reg. TOM FYOT	•			
Capital Expenses							
	\$9,325,900	\$7,460,720		\$1,044,501	Ė	\$820,679	Local General Funds
Facility Upgrades and Purchases	\$3,083,580	\$2,466,864	FTA Sact. 5307 FY01	1345,381	H I	\$271,355	Local General Funds
Equipment and Software Cautes Leases	\$3,692,553	5182,000	FTA Sect. 5307 FY01	\$26,890	¥ ¥ ¥ ¥ ¥	\$21,120	Local General Funds
	\$1,300,000	8		\$1,300,000	SVEP	0.5	,
Hempton Roads Triensil - TRAFFIX Shore Oriva/Oceantom TMA Startup	\$66,000	0 ₽		\$52,800	TEIF	613,200	\$13,200 Local General Funds
Jemes City County Transit			-				
Operating Expension	\$1,096,600	\$170,000	FTA Sect. 5307 FY01	\$206,091	MITE	\$227,000	\$227,000 Operating Revenues
		\$33,685 \$105,712	FTA Sect. 5311 FY00 CMAQ & 5303 FY01			\$352,112	Local Seneral Funds
Existem Shore - Star Travelt							:
Operating Expenses	028,088	\$133,500	FTA Sect. 5311 FY00	12 Table	MITE	\$116,920	Operating Revenues Contract & Local Eurole
Purchase 1 Replacement Body-On-Chasala Bus	\$44,000	3		\$41,600	SI, Pangiransi	\$2,200	Contract & Local Funds
Hampton Roads Metrapolitan Plansing Organization Transil Plansing Expenses	\$384,815	\$307,852	FTA 8ect. 5303 FY00	\$38,482	HMD	\$38,481	Local Funda
Eastern Shore CSR, Vassainnakon Center Aisle Vitn	\$33,000	\$26,400	FTA Sect. 6310 FY00	aŧ		\$6,800	\$6,800 Agency Funds
Eastern Short Area Agency on Aging, Champook 19 Passenger BOC/RI	\$47,000	\$37,600	FTA Sed. 5310 FY00	3		004'8\$	Agency Funds
Pertness Area Agency on Aging, Newport Nors (2) Center Alide Vens 1 Rejeed Roof Van reith Lith	\$56,000	0\$ 008 [*] 29 \$	FTA Sect. 6310 FY00	\$0	St. Paratranss	13,200	Agency Funds Agency Funds
Suspen, Emports , Greenvits Adel Activities Services (2) Center Alale Vers	000'99\$	\$52,800	FTA Bed. 6310 FY00	\$	i	\$13,200	\$13,200 Agency Funds

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FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM HAMPTON ROADS DISTRICT (Continued)

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Met Project Fe Coel F	\$90,000	HAMPTON ROADS DISTRICT TOTALS: \$ 66,874,956 \$22,886,740	hittis e Mana Transi Turki Fund, Overson a Commontanton Program, TDM e Vrangoriston Comprof More Subserto Medicio II Eculement Program; DTR e Dubes TOP Road Revenues; TTF e Transportation Trait S

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM LYNCHBURG DISTRICT

Recipient/Project Description	Total Project Cost	Foderat	Fedoral Funds Source	Gwide	Gaures	Funds	Local Funds Bourse
Greater Lynchberg Yranak Company Operating Expenses	\$3,016,697	\$879,867	FTA Sect. 5307 FY00	\$601,150	MITF	\$997.232	1 6
						\$537,448	Local General Funds
Replace 3 Transit Buses	\$860,733	\$569,784	FTA Sect. 5307 FY00	\$137,717	SVEP	£34,429	Local General Funds
Replace 3 fransfi Buses	\$880,733	\$689,686	Statewide STP FY01	\$137,718	SVEP	\$34.426	Local General Funds
Pessenger Amenidas	\$25,000	\$20,000	Statewide STP FY01	2. 000	SVEP	\$1.000	Local General Funds
Construct Terminal	\$500,000	\$400,000	Statowide STP FYD:	\$30,000	SVEP	\$20,000	Local General Funds
Purchasa ADP Hardware-Software & Office Equip	\$50,000	\$40,000	9	\$8,000	SVEP	\$2,000	Local General Funds
Acquire Shop Tools	\$45,000	\$36,000	Slakewide 3TP FY01	\$7,200	SVEP	\$1,800	General
4	\$100,184	\$80.147	Signewide STP FY01	\$16,029	SVEP	14,007	Local General Funds
GLTC Rideshare	\$87,653	20		\$64,122	MTTF - TDM	\$13,531	Local General Funds
Denville Transit Operating Expenses	\$760,036	\$216,338	FTA Sect. 5307 FY00	\$167,007	MTTF	\$227,000	Operating Revenues
Capital Expenses Replece 1 Body-On-Chassis Coaches	\$72,000	\$57,800	FTA Sect. 5307 PY00	\$11,520	SVEP	\$150,692	Local General Funds Local General Funds
Integrating Fixed Route and Paratransi	\$47,985	2		\$45,585	MTTF - Demo.	\$2,400	Local General Funds
Farmville Area Bus Operating Expenses	\$256,600	\$77,400	FTA Sect. 53(1 FY00	\$63,949	MTTF	877,000	Operating Revenues
Capital Expenses Facility Improvaments	\$460,00D	\$360,000	FTA Sect 5311 FY00	\$72,000	BVEP	\$46,451 \$18,000	Lotal General Funds Lotal General Funds
CVT (CPAC) Cumbertand Co. Operating Expenses	\$321,380	\$149,000	FTA Sect. 6311 FY00	\$63,949	MITTE	\$23,380	Operating Revenues Contract & Local Funds
Lynchburg Area Metropetten Planning Organization Transi Planning Expenses	\$60,906	\$40,725	FTA Sect. 5303 FYDD	\$5,080	ONE	\$5,001	Local Funds
Derwife Area Metropolitan Plenning Organization Transit Planning Expenses	\$45,000	\$36,000	FTA Sect 5303 FY00	14,500	OMP	1,500	\$4,500 (Local Funds
Courtel VA Area Agency on Aging, Lynchburg (2) Conter Alste Vans 1 Reisted Roof Van Hith Lift	\$88,000	\$52,800	FTA Sect. 5310 FY00	\$0 \$34,200	St. Paratransk	\$13,200 \$1,800	Agency Funds Agency Funds
Southairle Cerminity Services Board, South Boston One Center Alate Van	\$33,000	\$28,400	FTA Sect. 5310 FY00	\$		009'94	Agency Funds
LYNCHBURG DISTRICT TOTALS:	4.4	3 37,854,066 30 93,848,447 103		\$1,443,747		\$2321.BO	
NTTF = Mass Transk Tuat Fanct, Cerro. = Demonstration Program, Ti Egenwide Vehicle & Equipment Program, DTR = 0-des Tof Noed Reya	10M - Transpartatio envoys, TTF - Trans	n Domand Maxag portation Trust Fa	294 - Transportation Demand Management Program, Textu - Sectionary Assist, Pipiff - Transportation Efficiency Insposyment Fund, SVEP x reset, TTF - Transportation Tust Funds, 1940 - Highway Maintenance & Operating Funds, TAME - Textu, Assist, Needy Fundse	neze Assist. Progr enza & Operating	an; TEIF a Transpor Funda, TANE a Term	tation Efficiency In b. Assist. Nestly Fig.	ngvyment Fund, SVEP a nites

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PUBLIC TRANSPORTATION

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM NORTHERN VIRGINIA DISTRICT

Northern Virginie Transportation Commission Descring Expense for WMATA and Local Transit							
	\$215,922,612	\$1,102,225	FTA S307 PM FY01	\$49,240,391	MITE	\$100,666,803	Operating Revenues
				\$3.850.000	Oulles Toll Rev	\$12,500,000 \$47,755,083	Regional Gas Tax Local Renated Funds
NVTC Merketing Program	\$190,000	0.5		\$152,000	MTTF - Demo.	\$8,000	Local General Funds
MVTC Capital (Sum of Grants Shown Balaw)	\$60,671,564	\$54,659,282		\$18,157,740		\$14,686,527	
Washington Mente, Area Transmy Authority Des Debt George	C7 417 468	. 5		£4 150 061	ţ	£2 984 40%	form Comment Company
Advaded Renjonal Red System	\$42,828,408	\$28.630.255	Soecial Fed. Approp.	59.014.906	¥	\$7,083,187	AVTDP8 Funds used
Medoral Relatifity Program	\$10,892,480	\$15,253,844	FTA 5307 & 5309 FYOT	52,507,561	#ITTE	\$2,040,055	NVTDP8 Funds used
			CMAQ FY01				
Metrorid Reputrable Parts	\$1,149,442	04		\$643,688		\$506,754	NVTDP9 Funds used
	*10,716,004	\$12,070,UB3	TIN 886. 0567 FTET	21000516	<u>+</u>	91,363,236	NV LATE FUNDS USED
Fartez Connector					ļ		•
Cesse Purchase 46 Transil Coaches	\$622,854	2		5418,283	SVEP	\$104,571	Local General Funds
Service Vehicles	244,190	3		\$35,352	SVEP	\$6,838	Local General Funds
Shap Equipment	\$22,800	8		\$18,240	SVEP	2 ,550	Local General Funds
Transit Facility Improvements	\$825,050	8		\$660,040	SVEP	\$165,010	Local General Funds
Purchese Land for Bus Garage	\$405,000	3		\$324,000	SVEP	\$61,000	Local General Funds
Alexandria Transit (DASH)							
Purchase 4 Replacement Buses	\$838,000	3		\$750,400	9VEP	\$187,600	Local General Funds
Purchase 4 Radio Unite	\$12,000	3		\$8,600	SVEP	\$2,400	Local General Funds
Purchese Sperii Parts	\$50,000	2		000'07-5	SVEP	\$10,000	Local General Funds
Install 5 Pessenger Shelters	\$20,000	\$		\$15,000	SVEP	7. 000	Local General Funds
Arthuston Transit (ART)							
But Sheltery	\$20,000	\$		\$15,000	SVEP.	000,17	Local General Funds
Metrobus Transfer Center Improvements	\$100,000	\$		\$80,000	SVEP	\$20,000	Local General Funds
Appeas Scheduffing Enhancements	\$180,000	S		\$128,000	SVEP	\$32,000	Local General Funds
Stynet System Upgrade	\$100,000	2		290,000	SVEP	\$20,000	Local General Funds
knformetton Klosk Deployment	\$100,000	\$		\$80,000	SVEP	\$20,000	Local General Funds
City of Patries Civil Bos							
Lease Purchase & Transit Coaches	\$250,000	9		\$200,000	SVEP	\$50,000	Local General Funds
Governor's Innovative Progress Transil Initiative	\$14,400,000	\$1,840,000	Statewide STP FYO?	\$4,160,000	d:3AS	0\$	
•		•		\$5,000,000	TTF FY01	•	
				\$3.400,000	TTF P702		
Capital Baltway Red Fessibility Study	\$1,000,000	2		\$1,000,000	SVEP	2	

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM NORTHERN VIRGINIA DISTRICT (Continued)

Recognitivative Description	Total Project Cost	Federal Funds	Federal Funds Source	State Funds	State Furds Saurce	Feet.	Local Funds
Loudoun County Loudoun County Transportation Association Operating Expenses	\$1,384,603		FTA Sect. 6311 PY00	\$225,205	Ė	\$267,000	Operating Revenues
Capital Expenses Purchase 1 Replocement Ven Purchase 3 Replocement Body-On-Chaste Construct New Facility Warrenton/Bernydle Transk Service	\$31,016 \$144,000 \$2,667,000 \$32,915	\$24,813 \$115,200 \$2,309,800 \$0	FTA Sect. 6309 FY00. Statewide STP FY01 FTA Sect. 5309 FY00.	\$22,040 \$23,040 \$481,920 \$31,289	SVEP SVEP SVEP MTTF - Damo.	\$1,241 15,780 1115,480 \$1,846	Contract & Local Funds Contract & Local Funds Contract & Local Funds Contract & Local Funds Contract & Local Funds
Leudoun County Dapt, of Transportation Corresponding Expenses Rideshare Program Administration	\$1,108,800	ន្ន		\$223,505	MTTF	\$631,600 \$53,695 \$26,200	Operating Navenues Local General Funds Local General Funds
Fairfax County Rideshare Program Administration Fairfax County Dept. of Transp. Warm FASTRAN - Capital Gram (2) 19 Pessenger BOCMER	\$380,000 \$33,042 \$118,628	22 3		\$280,000 \$32,245 \$112,697	TEIF MTTF - Demo. St. Perahenst	\$1,697 \$1,697 \$5,831	Local General Funds Local General Funds Local General Funds
City of Alexendria Rideshers Program Administration Alexandria Transit (DASH) Intern Yr.2 Adjustics County Cas	\$170,000	**		\$136,000	TE/F MTTF - Demo.	\$34,000 \$1,850	Local General Funds Local General Funds
Redeshare Program Administration Transportation Pentrem Incantive Fund	\$547,000	22		\$119,000	15F 18F	\$109,400	Local General Funds Local General Funds
Outles Contdor Repld Transit Program Operating Expenses Feirler County Express Bus Service HOV Marketing	\$4,044,000	G 2	·	\$4,044,000 \$300,000	OTR		
Capkal Expanses Pinase 2 Express Bus Vehicle Purchase Phase 3 Bus Rapid Transit & Rail PE	\$3,063,738 \$40,000,000	\$2,442,891 \$32,000,000	FTA Sect. 6307 FY98 FTA 5309 N9	\$610,748 \$2,000,000 \$6,000,000	VTA 2000 CTCF NVTDP Bands	233	

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM NORTHERN VIRGINIA DISTRICT (Continued)

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\$100,000 \$100,000 FTA Sect. 5307 FY01 \$4,630,027 MITTE \$450,000 FTA Sect. 5307 FY01 \$4,630,027 MITTE \$450,000 \$2540,000 FTA Sect. 5307 FY01 \$450,000 MITTE \$450,000 \$2540,000 FTA Sect. 5307 FY01 \$450,000 MITTE \$450,000 \$2540,000 FTA Sect. 5307 FY01 \$450,000 MITTE \$450,000 FTA Sect. 5307 FY01 \$450,000 MITTE \$450,000 FTA Sect. 5307 FY01 \$450,000 MITTE \$450,000 FTA Sect. 5307 FY01 \$450,000 MITTE \$450,000 FTA Sect. 5307 FY01 \$120,000 MITTE \$450,000 MITTE \$450,000 FTA Sect. 5307 FY01 \$120,000 MITTE \$450,000 FTA Sect. 5307 FY01 \$120,000 MITTE \$450,000 FTA Sect. 5307 FY01 \$100,000 SVEP \$450,000 FTA Sect. 5307 FY01 \$100,000 SVEP \$450,000 FTA Sect. 5307 FY01 \$100,000 SVEP \$450,000 FTA Sect. 5307 FY01 \$100,000 SVEP \$450,000 FTA Sect. 5307 FY01 \$100,000 SVEP \$250,000 FTA Sect. 5307 FY01 \$100,000 SVEP \$250,000 FTA Sect. 5307 FY01 \$120,000 SVEP \$250,000 FTA Sect. 5307 FY01 \$100,000 SVEP \$250,000 FTA Sect. 5307 FY01 \$100,000 SVEP \$250,000 SV	Commuter Connections Program	\$150,000	\$150,000	CHAD FY01	8		\$		
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\$0.013,663 \$1,480,000 FTA Sect. 5307 FY01 \$4,215,662 MITTE \$60,000 \$300,000 FTA Sect. 5307 FY01 \$400,000 MITTE \$5,800,000 \$2,800,000 FTA Sect. 5307 FY01 \$100,000 MITTE \$1,000,000 \$2,800,000 FTA Sect. 5307 FY01 \$1,200,000 MITTE \$1,000,000 \$2,800,000 FTA Sect. 5307 FY01 \$1,200,000 MITTE \$1,000,000 \$2,800,000 FTA Sect. 5307 FY01 \$1,200,000 MITTE \$1,000,000 \$2,800,000 FTA Sect. 5307 FY01 \$1,200,000 MITTE \$1,000,000 \$2,800,000 FTA Sect. 5307 FY01 \$1,003,006 MITTE \$1,000,000 \$2,115,000 FTA Sect. 5307 FY01 \$1,003,006 MITTE \$1,000,000 \$2,115,000 FTA Sect. 5307 FY01 \$1,003,006 MITTE \$1,000,000 \$2,115,000 FTA Sect. 5307 FY01 \$1,003,006 MITTE \$1,000,000 \$1,000,00	Operating Expenses	\$22,245,312	\$4,800,000 \$252,000	Statewide STP FY01	\$4,836,027	Ę	\$9,101,578	Operating Revenues	
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\$600,000 \$400,000 FTA Sect. 5307 FY01 \$56,000 MITTE \$700,000 \$300,000 FTA Sect. 5307 FY01 \$75,400 MITTE \$3,600,000 \$3,540,000 FTA Sect. 5307 FY01 \$75,400 MITTE \$3,600,000 \$3,540,000 FTA Sect. 5307 FY01 \$1,200 MITTE \$3,600,000 \$3,540,000 FTA Sect. 5307 FY01 \$1,500 MITTE \$100,000 \$443,467 FTA Sect. 5307 FY01 \$1,603,009 MITTE \$3,000,000 \$115,000 FTA Sect. 5307 FY01 \$1,603,009 MITTE \$3,000,000 \$115,000 FTA Sect. 5307 FY01 \$1,603,009 MITTE \$3,000,000 \$115,000 FTA Sect. 5307 FY01 \$1,003,000 SVEP \$224,000 SVEP \$228,300 SVEP \$228,300 SVEP \$228,300 FTA Sect. 5307 FY01 \$16,000 SVEP \$228,000 SV			\$1,480,000	500	\$4.218.882	MTTF	\$3,314,811	Regional Bas Fax	
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\$3,000,000 \$3,040,000 FTA Sect. 5307 FY01 \$425,600 MITTE \$1,000,000 S899,000 FTA Sect. 5307 FY01 \$112,000 MITTE \$1,000,000 S899,000 FTA Sect. 5307 FY01 \$112,000 MITTE \$100,000 MITTE \$100,000 MITTE \$100,000 S949 \$100,000 S115,000 FTA Sect. 5307 FY01 \$1,003,066 MITTE \$100,000 SYEP \$200,000 SYEP \$200,000 SYEP \$224,000 SYEP \$227,28,375 \$12,183,600 FTA Sect. 5307 FY01 \$120,000 SYEP \$227,28,375 \$224,000 SYEP \$227,28,375 \$224,000 SYEP \$227,28,375 \$224,000 SYEP \$227,28,375 \$224,000 SYEP \$223,576 \$224,000 SYEP \$227,28,375 \$224,000 SYEP \$227,28,375 \$224,000 SYEP \$223,576 \$224,000 SYEP \$223,726 \$224,000 SYEP \$224,726 \$224,000 SYEP \$224,726 \$224,000 SYEP \$224,726 \$224,000 SYEP \$224,726 \$224,000 SYEP \$224,726 \$224,000 SYEP \$224,726 \$224,000 SYEP \$224,726 \$224,000 SYEP \$224,726 \$224,000 SYEP \$224,726 \$224,000 SYEP \$224,726 \$224,000 SYEP \$224,726 \$224,000 SYEP \$224,726 \$224,0	Woodbridge Second Platform		\$390,000	2863	\$50,400	MITE	\$39,600	3	
\$1,000,000 \$2,540,000 FTA Sect. 5307 FY01 \$1356,720 MITF \$1,000,000 \$800,000 FTA Sect. 5307 FY01 \$112,000 MITF \$2,307,940 \$343,467 FTA 5307 PM FY01 \$1,003,000 MITF \$500,000 \$115,000 FTA Sect. 5307 FY01 \$1,003,000 SVEP \$400,000 \$115,000 FTA Sect. 5307 FY01 \$2240,000 SVEP \$4300,000 \$115,000 FTA Sect. 5307 FY01 \$2240,000 SVEP \$2,728,376 \$2,183,600 FTA Sect. 5307 FY01 \$16,800 SVEP \$2,728,350 \$100,000 FTA Sect. 5307 FY01 \$100,000 FTEF \$22,728,350 \$100,000 FTA Sect. 5307 FY01 \$100,000 FTEF \$22,728,350 \$100,000 FTA Sect. 5307 FY01 \$100,000 FTEF \$22,728,350 \$100,000 FTA Sect. 5307 FY01 \$100,000 FTEF \$22,728,350 \$100,000 FTA Sect. 5307 FY01 \$100,000 FTEF \$22,728,350 \$100,000 FTA Sect. 5307 FY01 \$100,000 FTEF \$22,728,350 \$100,000 FTA Sect. 5307 FY01 \$100,000 FTEF \$22,738,000 \$2200,000 FTA Sect. 5317 FY01 \$100,000 FTEF \$23,000 \$2200,000 FTA Sect. 5317 FY01 \$100,000 FTEF \$23,000 \$2200,000 FTA Sect. 5317 FY01 \$100,000 FTEF \$23,000 \$2200,000 FTA Sect. 5317 FY01 \$100,000 FTEF \$23,000 \$2200,000 FTA Sect. 5317 FY01 \$100,000 FTEF \$23,000 \$2200,000 FTA Sect. 5317 FY01 \$100,000 FTEF \$23,000 \$2200,000 FTA Sect. 5310 FY00 \$231,350 FTEF \$23,000 \$230,000 FTA Sect. 5310 FY00 \$231,350 FTEF \$23,000 \$230,000 FTA Sect. 5310 FY00 FTA Sect. 5310 FTA Sect. 5310 FY00 FTA Sect. 5310 FY00 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 F	Gallery Coach Acquisition		\$3,040,000	58	M25,600	E	\$334,400	3	
\$1,000,000 \$800,000 FTA Sect. \$307 FY01 \$112,000 MITTE \$58,457,940 \$443,467 FTA 5307 FM FY01 \$1,003,068 MITTE \$58,457 \$40,000 \$0 \$115,000 \$115,000 FTA Sect. \$307 FY01 \$1,003,068 MITTE \$280,000 \$115,000 FTA Sect. \$307 FY01 \$224,000 \$9VEP \$280,000 \$115,000 FTA Sect. \$307 FY01 \$224,000 \$9VEP \$2,1309,942 \$0 \$100,000 \$10,000 FTA Sect. \$307 FY01 \$224,000 \$9VEP \$2,1309,942 \$0 \$100,000 \$10,000 FTA Sect. \$307 FY01 \$224,000 \$9VEP \$2,130,000 \$10,000 FTA Sect. \$308 FY00 \$438,700 \$9VEP \$283,000 \$200,000 CAMAQ FY01 \$10,000 TEF \$233,000 \$226,000 FTA Sect. \$310 FY00 \$317,360 FTA Sect. \$3116,000 TEF \$233,000 \$226,000 FTA Sect. \$3110 FY00 \$31,000 TEF \$233,000 \$226,000 FTA Sect. \$3110 FY00 \$31,000 FTA Sect. \$3110 FTA Sect. \$3110 FTA Sect. \$3110 FTA Sect. \$3110 FTA Sect. \$3110 FTA Sect. \$3110 FTA Sect. \$3110 FTA Sect. \$3110 FTA Sect. \$3110 FTA Sect. \$3110 FTA Sect. \$3110 FTA Sect. \$3110 FTA Sect. \$3110 FTA Sect. \$3110 FTA	Locomotive Acquisition		\$2,548,000	ŝ	\$356,720	ATT#	\$280,280		
\$58,457 \$40 \$\$43,467 FTA 5307 PM FY01 \$1,603,068 MITTE \$58,457 \$40 \$110,000 \$115,000 FTA Sect. 5307 FY01 \$1,603,068 MITTE \$580,000 \$115,000 FTA Sect. 5307 FY01 \$224,000 SVEP \$280,000 \$115,000 FTA Sect. 5307 FY01 \$224,000 SVEP \$100,000 \$10,000 FTA Sect. 5309 FY00 \$436,700 SVEP \$22,728,376 \$2,183,600 FTA Sect. 5309 FY00 \$436,700 SVEP \$23,000 \$200,000 CAMAQ FY01 \$110,000 TEF \$23,000 \$264,00 FTA Sect. 5310 FY01 \$110,000 TEF \$23,000 \$226,000 FTA Sect. 5310 FY00 \$311,200 SVEP \$23,000 \$226,000 FTA Sect. 5310 FY00 \$311,200 SVEP \$23,000 \$226,000 FTA Sect. 5310 FY01 \$110,000 TEF \$23,000 \$226,000 FTA Sect. 5310 FY01 \$23,750 MITTE - Demo- \$23,000 \$226,000 FTA Sect. 5310 FY01 \$23,750 MITTE - Demo-	Locamolive Overheur		DO0'00B\$	è	\$112,000	#TT#	\$88,000		
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\$58,457 \$0 \$100,000 \$115,000 FTA Sect. 5307 FY01 \$224,000 SVEP \$200,000 \$115,000 FTA Sect. 5307 FY01 \$224,000 SVEP \$1,000,000 \$115,000 FTA Sect. 5308 FY00 \$1224,000 SVEP \$1,000,000 \$1,000 SVEP \$28,350 \$1,000,000 FTA Sect. 5308 FY00 \$1,000 SVEP \$28,350 \$1,000,000 FTA Sect. 5308 FY00 \$1,000 SVEP \$28,350 \$1,000,000 FTA Sect. 5310 FY01 \$120,000 TEF \$22,450 \$200,000 CAMAQ FY01 \$120,000 TEF \$22,000 \$220,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 \$220,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 \$220,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 \$220,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 \$220,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 531	Operating Expenses	\$8,387,940	\$843,467	FTA 5307 PM FY01	\$1,803,065	MITTE	\$3,030,082	Operating Revenues	
\$58,457 \$0 \$100,000 \$115,000 FTA Sect. 5307 FY01 \$224,000 SVEP \$240,000 \$115,000 FTA Sect. 5307 FY01 \$224,000 SVEP \$240,000 \$115,000 FTA Sect. 5307 FY01 \$224,000 SVEP \$1,000,000 \$1,000 FTA Sect. 5308 FY00 \$436,700 SVEP \$21,000,000 \$200,000 FTA Sect. 5308 FY00 \$436,700 SVEP \$23,000 \$200,000 FTA Sect. 5308 FY00 \$416,860 SVEP \$23,000 \$200,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 \$220,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 \$220,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 \$200,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 \$200,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 \$200,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 \$200,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$120,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FY01 \$100,000 TEF \$23,000 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FTA Sect. 5310 FT	Capital Expenses						\$2,591,323	Local General Funds	
\$100,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Office, Computer & Communications Equipment		S		\$45,166	SVEP	\$11,291	Local General Funds	
\$300,000 \$115,000 FTA Sect. 5307 FY01 \$224,000 SYEP \$240,000 SYEP \$280,000 SYEP \$224,000 SYEP \$224,000 SYEP \$227,000 SYEP \$27,000 SYEP \$27,000 SYEP \$27,000 SYEP \$27,000 SYEP \$27,000 SYEP \$23,000 SYEP \$23,000 SYEP \$23,000 SYEP \$23,000 SYEP \$25,000 SYEP \$23,000 SYEP \$23,000 TEF \$23,000 SYEP \$31,000 SYEP SYEP SYEP SYEP SYEP SYEP SYEP SYEP	Bus Wesh and Facility Equipment	_	3		\$80,000	SVEP	\$20,000	Local General Funde	
\$400,000 \$115,000 FTA Sect. 5307 FY01 \$228,000 SVEP \$1308,942 \$0 \$1,047,854 \$224,000 SVEP \$1,000,942 \$0 \$1,047,854 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Fare Collection System	\$300,000	S		\$240,000	SVEP	\$60,000		
#280,000 \$0.2728,000 SVEP \$1,007,854 SVEP \$1,007,854 SVEP \$2,728,376 \$2,183,500 FTA Sect. 5308 FYOO \$436,700 SVEP \$2,728,376 \$2,183,000 FTA Sect. 5308 FYOO \$436,700 SVEP \$23,000 SVEP \$23,000 TEF \$16,000 TEF \$155,0	Bus Rehebilitation	\$400,000	\$115,000	FTA Sect. 5307 FY01	\$228,000	SVEP.	\$57,000		
\$1,309,942 \$2,183,500 FTA Sect. 5309 FYOO \$436,700 SVEP \$22,728,375 \$2,183,500 FTA Sect. 5309 FYOO \$436,700 SVEP \$23,075 \$23,000 TEFF \$25,000 FTA Sect. 5310 FYOO \$50,000 SVEP \$25,000 TEFF \$25,000 TEFF \$150,000 TEFF \$150,000 TEFF \$150,000 TEFF \$150,000 TEFF \$153,000 TE	Associated Capital Maintenance	\$280,000	3		\$224,000	8 8	\$56,000	Local General Funds	
\$2,728,376 \$2,183,500 FTA Sect. 5308 FY00 \$436,700 \$VEP \$100,000 \$VEP \$23,450 \$0 \$VEP \$23,575 \$0 \$VEP \$23,575 \$0 \$VEP \$23,575 \$0 \$VEP \$23,500 \$VEP \$23,000 \$VEP \$	- Debt Service	\$1,308,942	:		61,047,854	a 8	\$281,988		
\$100,000 \$0 \$VEP \$23,450 \$VEP \$23,450 \$VEP \$23,575 \$VEP \$23,000 \$VEP \$	Woodbridge VRE Station Improvements (Diseament)	\$2,728,376	\$2,183,500	FTA Sect. 5309 FY00	E436,700		\$109,175		
#29,350	Potomao Mila Transfar Center	#100,000	<u> </u>		000'08\$	₽% 8	\$20,000	Local General Funds	
\$23,076 \$200,000 \$100,000 TEFF \$15,000 TEFF \$15,000 TEFF \$150,000 TEFF \$125,000 TEFF \$125,000 TEFF \$23,750 MITF - Dento: \$23,000 \$25,400 FTA Sect. 5310 FY00 \$31,350 St. Parahangt \$23,743,433 \$143,211,580 St. Parahangt \$112,202,614 St. Pa	Mamesage Parking Capital Lease	28,250			\$5.53 \$4.53	3VEP	\$5,870	Local General Fünds	
### ### ### ### ######################		123,976			\$16,860	SVED	7.75	Local General Funds	
#225,000 \$0 #TA Eact. 6310 FY00 \$31, Parahangt	Pagement Program Administration	ACC DODGE	norman za	CAMPICE PT01	2120,000	<u>+</u>	00000	Local General Funds	
\$23,000 \$25,000 \$75,400 FTA Sect. 5310 FY00 \$0 \$1. Parahangt \$33,000 \$1. Parahangt \$33,000 \$1. Parahangt \$33,730 \$1. Parahangt \$33,743,553 \$1.350 \$1. Parahangt \$10.4 Tanaparahan banasi Managament Pogram: Toth = Toth Adult Program: Toth = Toth Adult Program: Toth = Toth Adult Program: Toth = Toth = Toth Adult Program: Toth = Toth	Expanded Omniture Hours	222000			190,000		\$45,000	Local General Funds	
\$33,000 \$25,400 FTA Sect. 5319 FY00 \$0 \$1. Parahangt \$33,000 \$1. Parahangt \$32,743,933 \$1.72,282,514 \$1. Parahangt \$10.04 = Transportation Demand Management Program. Tech. = Technical Adult. Program: TEE = Temporal Control	(Tanen intern (Yr.2)	152 000	\$0		\$23,750	MIIF - Demo.	\$1,250	Local General Funds	
\$33,000 \$26,400 FTA Sect. 6310 FY00 \$0 \$1. Parahandt									
\$31,350 8t. Parahanati \$532,743,633 \$143,211,580	Conten Aiste Van		\$26,400	FTA Sect. 6310 FY00	3		86.800	Agency Funds	
	1 Center Alale Van	•			\$31,360	St. Paratranett	\$1,850	Agency Funds	
	NORTHERN VIRGINIA DISTRICT TOTALS:	84,52743,033	\$143,011,640		\$142,282,514	serence entrement	E81-788(£618:	Cperating Revenues	
					Regiónal Gas		567,236,178	Local Funds	
	MITTER Mode Trans Trust First Clark - Demonstration Program:		ON DAILMEN MAINE	CONTRACTOR TOTAL TOTAL	With Asia, Frey	DERT, TEET TENNEYO	rialita Encanaça en	prosperat Fund; SVEP =	

PUBLIC TRANSPORTATION

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM RICHMOND DISTRICT

Recipient/Project Description	Total Project Cost	Federal	Federal Funds Source	Funds	State Funds Source	Local Fundi	Local Funds Source
	\$24,850,011	\$		\$5,510,548	MITE	\$11,578,923	Operating Revenues . Local General Funds
Captel Expenses Purchase 12 Replement Travel Coachee	B3,120,000	\$2,486,000	RTA Sect. 5307 PY01	\$349,440	MITTE		Local General Funds
Commulations system	\$18,750	\$15,000	FTA Sect. 5307 FY01 FTA Sect. 5307 EVIII	22,130	1	54,850 20,830	Local General Funds
Percenso a presentation of the foundation of the	531250	\$25,000		23,500	MITTE	62,750	Locel General Funds
Purchase 11 Replacement Paratramed Vens	\$512,500	\$410,000	FTA Sect 5307 FY01	\$67,400	MITTE	\$45,100	Local General Funds
Trenetl Enhancement	•	\$50,381	FTA Sect. 5307 FY01	\$8,454 67,454	ATTA	\$6,841	Local General Funds
Rechtly Markenance Expansion Rechtling Transf Countries Facility (TEA-21)	\$1,875,000	\$675,000	TEA 21 High Priority	\$94,500	1	\$74,250	Local General Funds
Rehabilitate Transit Operations Facility (RSTP)	\$51,100	* 40,850	Rejp	\$10,220	TTF SVED	3 5	
Firence (rider)	_	2 2		\$19,000	MTTF - Damo.	\$1,000	Panning District Comm.
Richmond Ridefinders Rideshare Program Administration	000'06\$	3		\$24,000	TEIF	\$8,000	Local General Funds
City of Richmond Main Street Station Multimodal Center	\$15,553,018	\$12,442,414	FTA 5309 FY00 Title 1 H Priority	\$1,968,463	BVEP	\$1,122,121	\$1,122,121 Local Funds
Petersburg Ave Transit Operative Expenses	\$1,411,379	\$577.889	FTA Bed. 5307 FY00	\$289,747	MITF	\$296,000	Operating Revenues
Capter Experses				41.4	į	\$267,943	Local General Funds
Purchese Fereboxes & Compuser Equipment Purchese Raches, Cemeres & Bite Reche	\$155,250	000,024	38	24,000	S S	\$1,000	Local General Funds
Preventative Maintance & Shop Equipment	\$75,000	\$60,000	FTA Sect. 5307 FW00	\$12,000	SVEP	\$3,000	Local General Funds
South Hit - Lake Area Bus Operating Expenses	682''22\$	\$13,427	FTA Sect. 6311 FY00	\$7,707	MITT	5635 575 575	Operating Revenues
Capital emperatus Purchasa Radio Equipment	\$40,000	3		\$38,000	St. Paratransk	\$2,000	Contract & Local Funda
Rickmond Area Matropolitan Plensing Organization Transit Planning Expenses	\$147,957	\$117,886	FTA Sect. 6303 FY00	\$14,735	HMO	\$14,738	Local General Funds
Potenting Area Metropolitae Plenning Organization Transit Planning Expenses	906'03\$	\$40,725	FTA Sect. 5303 FY00	\$5,090	HMO	\$5,081	Local General Funds
Adult Care Bendoes, Richmond 10 Passanger BOCAR	F43,000	\$34,400	FTA Sect. 5310 FY00	0\$		\$6,600	Agency Funds

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FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM RICHMOND DISTRICT (Continued)

Recognitivated Demonstration Cost	Total Project Federal Cost	Federal	Federal Funds	State 6	State Funds Bource	Lucal	Leicel Funds Source
Beth Shoken of VA, Richmond 14 Passenger BOCAIT 19 Passenger BOCAIT	000'08\$	\$72,000	FTA Sect. 5310 FY00	0\$		\$18,000	\$18,000 Agency Funds
Charlested Community Services Board, Chesterfield (2) Michandramos	000'894	\$54,400	FTA Sect. 5310 FY00	9		\$13,600	\$13,600 Agency Funds
Feater Grandparents, Petursburg Raised Roof Vandrift	000'82\$	\$28,800	\$28,800 FTA Sect. 5310 FY00	8		\$7,200	57,200 Agency Funds
Lake Country Area Agency on Aging, South Hill (3) Center Alste Vens	\$88,000	\$79,200	FTA Sect. 6310 FYDO	. es		\$19,600	\$19,500 Agency Funde
Powterian-Goochland CAA, Powheten 15 Passenger BOCAR Makenhamp	\$78,000	002'19\$	\$63,200 FTA Sect. 5310 FY00	oş		\$15,800	\$15,800 Agency Funde
Forier Grandperent Program, Polenburg 1 Center Alale Van	\$33.000	50		\$31,350 St. Peretrensk	Perstransk	\$1,850	\$1,850 Agency Funds
RICHMOND DISTRICT TOTALS: WITH - Main Trans True Fard: Dano - Demonstration Program: Statematic Vallation is Equipment Program; DTR - Define Tell Read Rev		\$19,480,002 on Demand Manage eportation Treat Fa	\$51,924,038 \$19,480,002 \$50,000,312 \$50,000,312 \$51,784,122 \$50,000,000 \$50,000,000 \$5	\$10,059,312 Apil Asiel Program mas & Operating Park	TEE - Transports is, TAME - Tamp. /	421,784,122 Holon Effebray Imp P. Audid Neody Forn	Overnett Fund: SVEP =

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM SALEM DISTRICT

Reciplent/Project Description	Cost Funds	Funds		Funds	Source Funds Source	Funde	800.08
Ontable Roanoke Trensit Company							
Diperating Expenses	F. 84, 192	\$1,118,508	\$1,119,509 FTA Sect. 5307 FY00	\$947,880	ST THE	\$1,732,401	Operating Revenues
Calculate Exponses						\$847,215	Local General Funds
Purchase 2 Replacement Varia	000'88\$	\$78.400	FTA Sect S307 FYD0	\$15,680	SVEP	63,920	Local General Funds
Purchase 2 Shutte Buses	\$520,000	11 ,000	Statewide STP 01	\$96,B00	SVEP	\$5,200	Local General Funds
Replacement Transmissions	\$216,000	\$172,800	Obligatide STP 01	224,580	SVEP	\$8,640	Local General Funds
Rehabites Facilities	\$223,500	\$178,800	Stational Clariff STTP 01	\$35,780	SVEP	29.040	Local General Funds
ADP Hardware & Software	006,290	\$78,400	Statemate STP 01	\$15,280	SVEP	\$3,820	Local General Funds
Bus Stop Stons, Mec. Shop & Other Equipment	\$50,000	\$40,000	State-ride STP 01	\$8,000	SVEP	\$2,000	Local General Funds
Valley Metro Downlown Service	\$169,148	\$0		\$160,689	MITF - Demo.	\$8,467	Local General Funds
Blacksburg Transit				:	 [[
Operating Expenses	\$2,972,942	\$1,061,906	\$1,061,906 FTA Sect. 5311 FY00	\$509,666	HTTM.	\$500,126	Operating Revenues
Capital Expenses						\$902,242	Valech & Local Funds
Purchase ? Replacement Buses	\$1,880,000	\$1,512,000	Statewide STP 01	\$302,400	SVEP	\$75,800	Valech & Local Funds
Purchase 5 Replacement Vans	\$269,100	\$215,280	Statewick STP 01	23,056	SVEP	#10'5#	VeTech & Local Funds
Purchase 2 Engine Assemblies	\$120,000	208,000	Statemide STP 01	\$19,200	9769	2,80	VeTech & Local Funds
Facility Improvements	\$625,000	\$500,000	Statewide STP 01	\$100,000	8VEP	\$26,000	Vatech & Local Funds
Purchase 2 Supervisory Vahioles	\$55,000	\$44,000	Statewick STP D1	56,800	SVEP	\$2,200	Valech & Local Funds
Porchase AVI. Software Narthern	\$186,000	8		\$178,700	SVEP	2000	Vetech & Local Funds
matter Stop Shelter	\$12,750	\$10,200	Statemice STP 04	\$2,040	SVEP	\$610	
AVI. System Deployment	\$105,283	8		\$100,000	MTTF - Demo.	\$6,283	VaTech & Local Funds
Operations Intern (Yr 2)	\$30,000	8		\$28,500	MTTF - Demo,	\$1.600	VeTech & Local Funds
RADAR (UHSTS) Rosmoto Co.	6 04 105	643 500	CTO Sart 6311 EVON	### 101	ļ	9000	
Cacital Expenses		20010	001 11100 7000 1111		:	520.846	Contract & Local Euroba
(3) 14 Pasenger BOCANTS	\$135,000	6108,000	FTA Sect. 6310 FYDD	90		\$27,000	Agency Funds
(2) 14 Passenger BOCARs	\$80,000			\$86,500	St. Paradrenait	7,500	Agency Funds
City of Mardinaville					_		
Marthaville-Henry Co. Transk Study	\$75,000	\$60,000	FTA Sect. 63136 FY00	\$7,500	MITF - Tech.	\$7,500	Local Funda
Rearche Ares Metropolitan Planning Dryssbedon Transit Planning Expenses	\$50,008	\$40,725	FTA Sect. 6303 FYOO	\$15, 090	OPH	160,52	Local Funds
New River Valley Workshop, Rediord (1) Center Asia Van	\$33,000	\$26,400	FTA Sect. 5310 FY00	6		\$6.600	Acensy Funds
ו ניושה שהיים וייים ו	designer.	(ACV) WAY		40	1		, Sales

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM SALEM DISTRICT (Continued)

Rection (Project Onsortedon	Total Project Cost	Federal	Federal Bunds	State Funds	State Funds Source	Louet Funda	Local Funds Source
Southern Area Agency on Aging, Martineville (3) Centura Aide Vans † Mithem with ramp	\$98,000	\$79,200 \$0	\$79,200 FTA Sect. 6310 FY00	\$0 \$32,300	\$0 \$32,300 St. Parefransk	\$19,800 \$1,700	\$19,800 Agency Funds B1,700 Agency Funds
New River Valley Senior Service, Pulmshi Center Alde Van Addresser	000'49\$	009'89\$	\$63,800 FTA Bect 5310 FY00	æ		\$13,400	\$13,400 Agency Funds
f Center Alsie Van	\$33,000	\$0		\$31,350	\$31,350 St. Paratransh	\$1,850	\$1,850 Agency Funds
SALEM DISTRICT TOTALS:	\$12,993,464	66,930,284	AND CONTRACTOR	62,790,060		\$4,272,235	
MITT = Mass Transil Trust Funct, Derro. = Demovedosidos Program, TI Statentido Visitido & Equiponent Program, OTR = Outles Tolf Road Pares		on Demend Meneg sportstop Toyal Pu	Mail Transportation Demand Management Program, Tach Tachetal Amiet Program, 186 - Transportation Efficiency Improve Vall., TTP - Transportation Touth April 1960 - Highest Militarians & Committee Punts. 1845 - Terms Assist, Mandy Familia	atus Americ Propri	st. Program: 18F = Transpo mesting Funds 1ANF = 1em	Tables Efficiency larg 0. Assist, Manch Free	overset Furd; SVEP =
							•

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM STAUNTON DISTRICT

	Total Project	Federal	Federal Funds	200	Slate Funds	Local	Local Funds
Recognitioned Description	200	Funds	Soluce	Funds	Bource	Furts	Bourse
Hamleonburg Bus Bevvice		404 900	0000 TO 0000	Para series	ļ	****	
Capital Expenses	A4'088'086	0071010	MILL 0864: 331-1100	204/1528	Ė	£148 R47	Operating Revenues
Purchase 3 Replecement Buses	\$585,000	\$468,000	Statewick STP FY01	\$93,600	\$VEP	\$23,400	JAIU Morsel Funds
Purchase 2 Repletement Body on Charats	\$100,000	\$80,000	Ë	\$16,000	8	\$4.000	JMU 64 ocal Funds
Partial Bus Payment	\$35,000	\$28,000	Statewide STP FY01	\$5,600	SVEP	\$1,400	JARU & Local Funds
Troffey Borests	\$450,000	2		2427,500	SVED	\$22,500	Local Funds
Downlown Trolley Service	\$101,200	3		\$96,140	MTTF - Demo.	\$5,080	Local Funds
Winchester Transil Service							
Operating Expenses	\$529,094	\$214,347	FTA Sect. 5311 FY00	\$116,894	MTTF	\$75,400	Operating Revenues
Capital Expenses						\$120,453	Local General Funds
Purchase 1 Supervisory Vertical	\$20,000	9		\$18,000	SVEP	\$4,000	Local General Funds
Reverse Commute Bus Study	\$50,000	\$40,000	FTA 86¢ 5313(b) FY0(\$5,000	MT#F · Fech.	\$5,000	Local General Funds
Staunton (CATS)							
Operating Expenses	\$405,877	\$110,039	FTA Sect. 5311 FY00	\$92,465	MTTF	\$176.800	ContractiOp, Revenues
Capital Expenses						\$117,553	Local General Funds
Purchase 1 Replacement Vens	\$20,000	S		\$19,000	Sl. Paratransk	\$1,000	Contract/Local Funds
Facility Improvements	\$20,000	\$16,000	Statewide STP FY01	\$3,200	SVEP	2800	Contract/Local Funds
Purchase 1 Supervisory Verhote	\$30,000	\$24,000	Statewich STP FY01	2,800	SVEP	\$1,200	Contract/Local Funds
Paretass 1 Replacement Body-On-Chassis	\$50,000	8		\$47,600	St. Perstransk	\$2,500	Contract/Local Funds
Purchase Traffay Buses	\$300,000	.		\$285,000	SVED	\$16,000	Local General Funds
R. Roof Van wild, CA Van	\$70,000	2		\$86,500	St. Paratranet	\$10,000	Agency Funds
Downtown Trolley Service	\$138,960	2		\$132,012	MTTF - Demo.	\$6,848	Local Funds
- Lord Fairfax PDC							
Pideshare Program Administration	\$50,000	<u>2</u>		\$40,000	TEF	\$10,000	\$10,000 Local Funds
Northwestern Community Services Board, Front Roy	1						
(2)Mnivans/Rampa	\$68,000	\$54,400	FTA Sect. 5310 FY00	2		\$13,600	Agency Funds
The Access Committee, Lealington Raised Rockaniii	000'96\$	\$28,800	FTA Sect. 6310 PY00	3		\$7,200	57,200 Agency Funds
Mallay Breathan for Sanios Secolote Mannacham							
Center Alla Van	£78.000	\$62,400	FTA Sect. 5310 FY00	5		\$45 800	Ananco Fanda
14 Passenger BOCAM				\$			Annia I faria a
Grafton School, Berryville	!						
Center Atele Ven	\$33,000	\$26,400	FTA Sect. 6310 FYID	0.5		009'8\$	Agency Funds
STAUNTON DISTRICT TOTALS:	30.14 942 431 031,835,838	\$1,035,636		PSS CORTE		189741913	
MITE - Most Total Foot Dono Demostration Program, TDM - Temsports for Demostration Temperary Tech - Technical Assist Program, TBF - Temperature Richards Appear	TOM = Tearsported	n Demand Marry	Amsperiation Described Management Programs, Techno Technological Angles Programs (Bif a Technological Billions) Angels and SVEP a	nical Assist Progr	or, TBF = Tempo	rtation Efficiency Im	vovement Pund, SVEP -
STREET ASSESS BUILDING AND DELL'ON A CAMPS LOS ROPES IN	WANTE I COM	PONTATION IN SEC. P.	INDEX PARTY PROPERTY PROPERTY.		"JENOSEE TANKE I TORNI	D. ACCKL NAMBY FIR	

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PUBLIC TRANSPORTATION

On the Control District	Total Project Redenal Cont Funds	Federal	Faderal Funds Source	Siate	State State Funds Funds Source	State State Funds Local Local Funds Source Funds
BRISTOL DISTRICT TOTALS:	\$3,837,028	\$1,626,404	At Sources	\$769,814	\$769,814 All Sources	
CULPEPER DISTRICT TOTALS:	\$13,561,614	\$7,289,553	All Sources	\$3,236,764	All Sources	\$3,084,717 Revenues & All Sources
FREDERICKSBURG DISTRICT TOTALS:	\$2,621,342	\$904,978	A) Sourced	\$864,243	All Sources	\$1,052,123 Raverues & All Bouross
HAMPTON ROADS DISTRICT TOTALS:	\$66,874,865	\$22,856,700	All Sources	\$13,875,785	All Bources	\$29,132,450 Revenues & All Sources
LYNCHBURG DISTRICT TOTALS:	\$7,664,098	\$3,648,447	All Sources	\$1.483,747	All Sources	\$2,321,901 Revenues & All Sources
NORTHERN VIRGINIA DISTRICT TOTALS: \$432,713,933 \$113,291,680	\$432,713,933	\$113,291,680	Al Sources	\$112,282,514	All Sources	\$198,314,537 Revenues & All Sources
RICHMOND DISTRICT TOTALS:	_	\$61,324,036 \$19,480,602	All Sources	\$10,059,312	All Sources	\$21,784,122 Revenues & All Sources
SALEM DISTRICT TOTALS:	\$12,003,464	\$5,930,289	All Sources	\$2,790,980	All Sources	\$4,272,235 Revenues & All Sources
STAUNTON DISTRICT TOTALS:	\$4,942,631	\$1,633,638	All Sources	\$1,800,634	All Sources	\$1,514,881 Revenues & All Sources
State Funds Unobligated or Amigned to Statestide Projector	\$1,890,245	\$558,880	All Sources	\$1,157,726	\$1,157,726 All Sources	\$173,659 Revenues & All Sources
STATEWIDE TOTAL S. \$507.843.374 \$177.431.147	\$507.643.374	\$177,431,147		\$148,331,499	in with	\$148.T34.499

FISCAL YEAR 2001 PUBLIC TRANSPORTATION IMPROVEMENT PROGRAM STATEWIDE SUMMARY

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State Aid to Public Trensportation FY01 Formula Assistance Grants Formula Alecation Suprogram (73.5%):

Principle of the County Transit of Transit o						
Desired Charles Desired Charles Charle		Accelerance	444	from Smo to	Onemana	Demand of
Control Country Countr	Paralelonia	Attourties	Altoration		Extracted	State Total
Control Contro	_	200	TO TO	1		
Debter Charles Depter Spring Charles C		E27.58	#v0.r0#	214 JP (4	277/75	0.13%
System Service	Grahem Transit - Town of Bluefistd	\$15,415	*14,140	\$1,275	\$71,897	0.02%
The state of the s	District III Governmental Cooperative	\$192.676	\$189,860	\$22,996	1806,887	0.25%
Market Desired briefly briefly briefly briefly briefly briefly briefly	Min. Empire Older Ctons. (Wise Co.)	\$107,889	\$113,120	45,224	5442,205	0.14%
Desired Country Countr	Buchanan County Transportation	\$46,242	\$49,490	43,248	\$205,850	0.06%
Desired County C	Dickenson County Triansportation	\$7,707	87,070	\$637	\$34,002	0.01%
Design to the part of the part	Russell County Transportation	\$15,414	\$25,250	-\$12,666	\$39,016	0.02%
Desired County C	Tecewell County - Four County Trensh	\$20.628	\$32,385	-81,557	\$122,521	0.04%
MANUAL CHARGE CHARGE MANUAL PARKET MANUAL PRINCE STATES	Charlottesville Tenest Service	\$431,595	\$368,850	\$42,745	\$1,778,020	0.56%
District Change		\$422,184	\$402,990	\$18.194	\$1,676,032	0.59%
Dated Chinal Deepl NOW Deepl Deepl Section Section	Transk	181,657	\$83,630	-51,973	\$271,235	0.08%
C total Direct Street MON Direct Street Street	(FRED)	\$138,728	\$100,060	\$32,878	\$551,846	0.18%
shared hiving bidged AVON british british shared	Bay Transit - Gloucester County	\$92,485	\$42,420	\$50,045	\$379,878	0.12%
Series Series Series AVON Series Series Series	ls Transk	\$10,227,285	\$9,106,145	\$1,121,120	542,425,071	13.27%
District Charles Aven bring bring Sales	unty Trensit	\$200,003	\$197,960	\$10,135	1872,004	0.27%
	- Star Transil	\$54,778	\$58,500	\$28,218	\$356,632	0.11%
	Greater Lynchburg Transil Company	\$601,150	888,800	\$14,341	\$2,468,974	0.78%
		\$167,007	\$155,540	\$31,487	\$587,959	0.22%
	CVT (CPAC) Cumberland Co.	\$63,948	\$49,490	25.43B	\$229,001	0.07%
	Ous	\$53,94B	\$36,860	42,611	224,273	0.07%
· · · · · · · · · · · · · ·	Acronem Virginia Transp. Comm.	M9,240,381	\$45,785,238	\$3,455,155	\$204,248,527	43.89%
	Mighils Retway Express (NYTC/PRTC)	\$4,638,027	24,052,039	\$556,988	\$20,191,356	8.31%
	Potomec Reppetramock Transp. Contro.	\$1,803,068	\$1,421,068	\$182,000	\$6,643,528	2,00%
_,	Loudoun County Transportation Association	\$225,205	\$141,400	\$63,805	\$068,450	0.31%
· ·	Loudoun County Dept. of Transportation	\$223,505	\$168,680	\$53,625	\$853,376	0.29%
	Greater Richmond Trainit Company	\$6,510,546	\$6,176,231	\$335,315	\$22,676,337	7.15%
", o = = , = > .	n Transit	2888,747	1228,240	\$43,507	\$1,138,450	0.35%
· ·	· Area Bus	\$7,707	2	\$7,707	\$28,866	\$10.0
,	Greeter Rosnoke Transit Company	\$947,988	\$878,879	\$71,280	\$3,827,076	1.23%
		\$506,098	\$452,480	\$56,186	\$2,087,021	0.66%
	RADAR (UHSTS) Roundke Co.	\$28,121	\$21,210	118119	\$83,284	0.03%
	lus Service	£331,403	\$332,280	£BB‡	\$1,389,255	0.43%
	matt Service	\$118,894	188,880	\$10,014	\$529,094	0.17%
" STREINHON (CATS)	ត	592.485	E 1.877	\$50,000	5374.520	0.12%
	Statewards Totals:	\$76,784,530	\$70,522,07\$	\$9,202,451	\$319,667,651	100.00%

State Aid to Public Transportation FY01 Capital Assistance Grants - Survmary Table

Total Project Total Packers Total Project Total Packers Total Project Total Packers Total Project Total Packers Total Packer	Unobligated Formula Asternor. Capital Anthonica Subscriptor (25%): Total Funda Anthonic for Control	\$28.214.462 \$28.214.462	Matchino Ration:	X80.98	X94%	Oamo. G 93%	•		%00'08
Full Part Full			•			Stathenide		ang edis	Pederal STP
Total Project Total Packers Same Energy Programs Total Packers Same Energy Programs Total Packers Same Energy Programs Stations Same Energy Same					Wate Funds	Vehicle F		Fende	15 4 5 F
St.000.000 St.		Total Project	Total Faderal	State Funds	Paratracal	Equipment		Blatteride	Statewide BTP &
#### \$1000,000 \$1 0.0 10 10 10 10 10 10 10 10 10 10 10 10 10	Rectolarita	3	Furds	峀	HELDE	Property	Local Funds	Alocation	10% Mr. Gue.
### ## ## ## ## ## ## ## ## ## ## ## ##	ORENT Captal Between Raf Feeselbilly Study	\$1,000,000	*	₽	2	\$1,000,000	₽.	₽	R
\$50,000 \$50,000 \$10 \$10,000 \$10 \$10,000 \$10 \$10,000 \$10 \$10,000 \$10 \$10,000 \$10 \$10,000 \$10 \$10,000 \$10 \$10,000 \$10 \$10,000 \$10 \$10,000 \$10	Governor's Impossible Process Transit Infletive	\$8,000,000	81,840,000	#	2	14,160,000	R	2	\$1,840,000
\$50,700 \$170,000 \$10	Make Ch. Ma	\$100,000	\$40,000	2	3	\$16,000	2007	8	#
SECRETARIO STATES	Orabasa Transil - Town of Blockad	\$63.700	8	\$	2	\$42,450	\$10,740	3	R
\$50,000 \$20,000 \$20 \$40 \$40 \$40 \$40 \$40 \$40 \$40 \$40 \$40 \$4		COLUMN DESIGNATION OF THE PERSON DESIGNATION	K478000	5	5	575,200	98.50	\$	\$175.000
\$50,000 \$50,		4240 200	POER JEG	1 5	2 5	EN 070	662 289	1.5	130 30CT
\$40,000	May Empire Calor Calors. (with Co.)	WEIGH.		2 :	2 2	210,104	90.4	2 2	
### ### ### ### ### ### ### ### ### ##	Buchesten County Trensportation	350,000	2	S .	3	MG 000	\$10,000	2	2
\$1,000	Dictienson County Transportation	47,326	8	2	S	\$37,882	9	8.	8
\$1,000,000 \$5,122,000 \$0 \$1,004,000 \$15,00144 \$10 \$10 \$10,000 \$10 \$10,000 \$10	Four County Transit (AASC) (Perstandil Grant)	\$38,000	2	8	300, 44	2	81,800	2	3
\$1500,000 \$250,000 \$0 \$0 \$17,000 \$0 \$17,000 \$0 \$17,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$	Chartottearife Transh Sorvice	\$8,403,700	\$5,122,880	8	3	\$1,024,392	\$256,148	8	\$5,028.9 60
FTT_1500 \$22.96.00 \$0 \$0 \$17.56.0 \$21,600 \$0 \$0 \$0 \$17.56.0 \$21,600 \$0 \$0 \$17.56.0 \$21,600 \$0 \$0 \$17.56.0 \$21,600 \$0 \$0 \$17.56.0 \$21,600 \$0 \$0 \$17.56.0 \$21,600 \$0 \$0 \$0 \$0 \$0 \$0 \$0	MAINT NO.	\$1,596,565	\$358,000	2	8	\$967,812	572,853	3	2566,000
\$192.000 \$78.000 \$10	Greens County Young	878,500	\$62.680	2	\$	\$12,500	8 . S	8	\$62,800
\$162.000 \$16.000 \$10.000 \$10.0000	Construction of AMPLIA	\$256,500	9207.600	9	2	\$41,520	\$10,360	2	\$104,240
1883-20.05 \$13,122,456 \$1,602.899 \$90 \$1,300,000 \$1,418,536 \$90 \$90 \$41,800 \$90 \$1,200,000 \$1,418,536 \$90 \$41,800 \$90 \$41,800 \$90 \$41,800 \$90 \$41,800 \$90	One Transa - Character Charde (Shee Developed)	K100 000	13% RD	. 5	101 200	115,380	8	5	478 AO
\$24,000	Company of the Compan		2000000	4. 673 960	5	C1 100 Per	ES ATRESTA	: 5	S
\$2.4(000	Hampion Koeda Indital	40 745 OLA	078'771'010	00000	2		00000	2 ;	2 :
\$1,41,050 \$1,853,320 \$10 \$190,064 \$47,066 \$178,002 \$10 \$472,000 \$143,000 \$10 \$10 \$11,820 \$10 \$472,000 \$143,000 \$143,000 \$10 \$11,820 \$10 \$473,000 \$143,000 \$143,000 \$10 \$10 \$10 \$1,319,644 \$10 \$144,424,44 \$10 \$10 \$10 \$10 \$1,319,644 \$10 \$144,424,44 \$10 \$10 \$10 \$10 \$1,310,000 \$12,317,460 \$13,317,20 \$10,310,20 \$10,310,20 \$1,310,000 \$1,317,400 \$1,317,400 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$1,310,000 \$1,317,400 \$10 \$10 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000 \$1,310,000	Eastern Shore - Star Transit (Perstramst Grant)	8	8	8	92.	33	\$2,200	R	*
\$17,000 \$19,000 \$0 \$0 \$11,000 \$10 \$10 \$10,000 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10	Gespter Lynichburg Transit Company	\$2,441,650	51,851,850	2	R	1380.664	207,656	6126,602	77,787,73
\$420,000 \$1340,000 \$0 \$10,000 \$10 \$10 \$10,000 \$10 \$10 \$10,000 \$10 \$10 \$10,000 \$10 \$10 \$10,000 \$10 \$10 \$10,000 \$10 \$10 \$10,000 \$10,000 \$10 \$10,000	Darrefte Transit	\$77,000	857,600	2	2	\$11,820	12,880	2	8
\$457,101,670 \$54,659,222 \$18,157,740 \$0 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10	Farmille Area Bud	\$4,50,000	\$380,000	2	\$	\$72,000	\$18,000	2	8
\$1,319,604 \$0 \$1,455,010 \$204,000 \$0 \$1,455,010 \$204,000 \$0 \$400,000 \$0	Westington Metro. Area Transit Authority	\$57,101,670	\$54,659,282	\$18,167,740	8	8		3	8
\$1,020,000 \$0 \$0 \$0 \$10,000 \$0 \$0 \$10,000 \$0 \$0 \$0 \$10,000 \$0 \$0 \$0 \$10,000 \$0 \$0 \$0 \$10,000 \$0 \$0 \$0 \$10,000 \$0 \$0 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$0 \$10,000 \$10,0	Fairfu Connector	\$1,819,004	2	8	8	51,435,016	\$383,079	2	8
### ### ### ### ### ### ### ### ### ##	Alexandria Transit (DASH)	\$1,020,000		8	8	\$618,000	1204,000	2	8
#250.000	Astington Transit (ART)	5485,000	3	8	3	00014853	\$98,000	3	3
## \$1,000	Chy of Fights: CVE Bue	\$250,000	24		M	0000003	00003	M	*
\$16,644,685 \$19,986,000 \$15,397,972 \$10 \$14,192,891 \$10 \$14,142,891 \$10 \$14,142,891 \$10 \$14,142,891 \$10 \$14,142,891 \$10 \$14,142,891 \$10 \$14,142,891 \$10 \$10 \$14,142,891 \$10 \$10 \$14,142,891 \$10 \$10 \$14,142,891 \$10 \$14,142,891 \$10 \$14,142,891 \$10 \$14,142,891 \$10,1442,	Mandage Wigner Transportation Consideration	190,671,354			位置 2000年的 1000年	\$2,835,015		書を次の次の次に	
(a) \$6,328,400 \$0 \$0 \$1,424,159 \$000,040 \$0 (a) \$2,304,500 \$0 \$1,304,100 \$200,040 \$0 \$0 \$17,180,246 \$1,324,241 \$0 \$0 \$1,304,000 \$2,304.413 \$0 \$17,180,246 \$1,342,414 \$0 \$0 \$0 \$1,304,000 \$200,413 \$0 \$15,503,013 \$13,442,414 \$0 \$0 \$0 \$0 \$1,122,127 \$0 \$250,240 \$20 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$1,202,000 \$20,000 \$0	Vighis Railway Express (NVTCPRTC)	\$18,848,693	\$9,986,000	\$6,387,072	8	2	\$4,162,691	æ	\$400,008
\$2,002,016 \$2,444,813 \$0 \$0 \$10 \$469,823 \$122,481 \$2,304,413 \$179,5249 \$1,52,524,413 \$179,5249 \$1,52,524,113 \$179,5249 \$1,52,524,114 \$2,524,414 \$2,524,514,514 \$2,524,51	Potomec Roppestonnock Transp. Comm.	\$6,338,608		8	#	\$2,424,198	8606,040	3	2
\$77.180.326 \$6.752.281 \$759.894 \$0 \$1,300,000 \$604.471 \$0 \$0 \$73.000,000 \$604.471 \$0 \$0 \$75.000,000 \$604.471 \$0 \$0 \$75.000,000 \$604.471 \$0 \$0 \$75.000,000 \$604.401 \$0 \$0 \$10.240 \$1,122,121 \$0 \$0 \$10.240 \$1.02,100 \$0 \$0 \$1.000,000 \$0 \$0 \$1.000,000 \$1.000,	Loudern County Transportation Association	\$3,052,018	\$2,449,813	8	:	2488 923	\$122,481	\$2,534,413	\$115,200
\$15,633,018 \$13,442,414 \$0 \$0 \$10,810 \$1,122,121 \$0 \$0 \$1,22,121 \$0 \$0 \$1,22,121 \$0 \$0 \$1,22,121 \$0 \$0 \$1,22,121 \$0 \$0 \$1,22,121 \$0 \$0 \$1,22,121 \$0	Greater Richmond Transft Company	\$7,180,326		#06,661#	9	\$1,300,000	\$636.471	2	9
\$255,250 \$204,200 \$0 \$0 \$40,240 \$10,210 \$0 \$0 \$250,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	City of Richmond	\$15,653,018	_	8	8	\$1,988,483	\$1,122,121	\$	2
\$40,000 \$0 \$50,000 \$0 \$20,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Petenthury Arger Transit	\$256,250		#	a	240,840	\$10,24 0	#	2
\$1,203,000 \$962,400 \$0 \$208,090 \$32,520 \$0 \$0 \$20,000 \$31,500,000 \$0 \$2,377,480 \$0 \$0 \$0 \$208,090 \$128,134 \$0 \$0 \$0 \$2,377,480 \$0 \$0 \$20 \$20,000 \$128,134 \$0 \$128,	South Hit - Lake Avea Bus	\$40,000	2	8	\$38,000	8	3	\$	2
\$3,157,650 \$2,377,480 \$0 \$0 \$0 \$126,134 \$0 \$1 \$1,170,000 \$576,000 \$0 \$0 \$0 \$242,700 \$0,30 \$20,000 \$40,000 \$40,000 \$0 \$0 \$10,000 \$0 \$400,000 \$40,000 \$40,000 \$0 \$0 \$400,000 \$40,000 \$0 \$0 \$400,000 \$0 \$232,352 \$0 \$232,352 \$0 \$246,300 \$0 \$0 \$400,000 \$10,000 \$0 \$0 \$400,000 \$10,000 \$0 \$400,000 \$10,000 \$10,000 \$10,000 \$10 \$400,000 \$10,000	Granter Rosmoke Transil Competity	\$1,203.000		#	3	1206,090	\$32,520	\$	\$884,000
\$1,170,000 \$576,000 \$0 \$542,700 \$4,200 \$0 \$20,000 \$40 \$0 \$0 \$10,000 \$4,000 \$0 \$4,000 \$4,000 \$0 \$4,000 \$4,000 \$0 \$4,000 \$0 \$0 \$4,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Discharkun Transft	\$3,157,850		8	8	985,198	\$128,174	\$	\$2,577,480
\$20,000 \$0 \$0 \$10,000 \$4,000 \$50 \$10,000 \$4,000 \$0 \$0 \$10,000 \$4,000 \$0 \$0 \$10,000 \$20,000 \$20,000 \$20,000 \$20 \$20 \$20 \$20 \$20 \$20 \$20 \$20 \$20	Harrisonburg Bur Service	\$1,170,000		9	R	\$542,700	002,154	\$	\$678,000
##20,000 \$40,000 \$50,500 \$20,500 \$20,500 \$20,500 \$20,500 \$0 \$20,500 \$0 \$20,500	Winchester Transil Service	\$20,000	2	2	3	\$16,000	\$4,000	₽	2
Unabilitation Combigurer: \$20 \$233,359 \$0 \$534,430 \$20 \$59,58,600 \$2,453,59 \$0 \$24,430 \$20,545 \$115,623,215 \$	Staunton (CATS)	#20,000		\$	\$66,500	6250,000	\$20.500	3	249,000
\$142,424,542 \$114,622.215 \$24,500,528 \$271,700 \$20,546,036 \$9.558,606 \$2,453,215 \$1		8		\$332,369	3	\$584.820		3	\$130,420
	Statewide Topule:	\$162,428,562		£	\$271,700	\$20,586,038	\$9,558,605	12,463,215	\$14,269,000

FY01 State Aid Special Projects Grants - TEIF Program and TOM Projects Total Project State TEIF State TDM

	Recipients	Project Description	2	Funds	Funds
	Reposternock Repiden PDC	Rideshare Program Administration	\$64,845	\$51,716 \$	
Culpeper District	Lupaper District Thomas Jefferson PDC	Rideshare Program Administration	\$138,057	\$110,446 \$,
	Charlottesville Transil Service	CTS Marketing Project	\$63,000	•	\$66,400
	Middle Peninsula PDC	Rideshare Program Adminietration	\$61.875	\$49,500	
Fridericksburg	Findestations Northern Neck PDC	Rideshare Program Administration	000'095	000'D#\$	
District	RADCO PDC	Rideshare Program Administration	\$262,500	\$210,000	,
	Fredericksburg (FRED)	FRED Partnership Development	284,000	•	\$51,200
K Reen Clent Harapton	Hampton Roads Transit TRAFFIX	Shore Orive/Oceanfront TMA Startup	000'99\$	\$52,800 \$	•
Lynchburg Diet.	Greater Lynchburg Transit Company	GLTC Rideshare	\$67,853 \$		\$54,122
	Fairba County	Rideshare Program Administration	\$350,000	\$280,000	
	City of Alexandria	Rideshare Program Administration	\$170,000	\$136,000	,
	Arfington County CAP	Rideshere Program Administration	2547,000	\$437,600	٠
NOVA District Loudoun (Loudoun County Dept. of Transportation	Rideshare Program Administration	\$131,000	\$104,800	
	Potomec Reppahannock Transp. Comm.	Rideshare Program Administration	\$350,000	\$120,000	•
	Arlington County CAP	Transportation Partners Incentive Fund	\$147,500	\$118,000	,
	Polomeo Rappehannock Transp. Comm.	Expanded OmnEink Hours	\$225,000	\$180,000	,
Righmand Dist. Richmond	Richmond Ridefinders	Rideshare Program Administration	\$30,000	\$24,000	
Baunton Diel. Lond Faints	Lord Fairfax PDC	Rideshare Program Administration	250,000	\$40,000	-
		Statewide Totals:	\$2,803,230	\$2,803,230 \$1,954,862	\$171,722

FY01 State Aid Special Projects Grants - Demonstration Program Projects state

	Recipients	Project Description	Project	Funda
	Department of Rail & Public Transportation	Urban Training Program	\$63,158	\$60,000
Statements.	Department of Reli & Public Transportation	Jamestown 2007 Transporterion Study	\$225,500	\$45,100
	Department of Rail & Public Transportation	Southeast High Speed Rall Conference	\$100,000	\$100,000
Frederittsburg	Frederictatives Frederictischung (FRED)	Historic District Service Expansion	\$46,800	\$44,460
Diete	Bay Trainett - Gloucoetter County	West Point Service	\$96,000	\$81,700
Lynchiung Dist.	Lyncholog Cist. Danville Transil	Integrating Fixed Route and Paratransit	247,995	\$45,595
	Alexandrie Transit (DASH)	Old Town Weekend Wheeler	\$90,000	\$85,500
MOVA Disalct	NOW District Northern Virginia Transp. Comm.	NVTC Marketing Program	\$180,000	\$152,000
	Loudoun County Transportation	Warrenton/Berryville Transit Service	\$32,915	\$31,269
1 2 1	Greater Roanoke Transil Company	Velley Metro Downtown Service	\$169,148	\$190,689
	Blacksburg Transit/Virginia Tech	AVL System Deployment	\$200,000	\$100,000
	Harrisonburg Bus Sarvice	Downtown Trolley Service	\$101,200	\$98,140
	City of Staumon	Downtown Trolley Service	\$138,980	\$132,012
<u> </u>		Statewoods Totals:	\$1,461,574	\$1,134,465

FY01 State Aid Special Projects Grants - Technical Assistance Program Total Federal

Project Description Project Funds	\$66,900	\$20,000	\$4,000 \$4	\$30,000	\$75,000	250,000	
Recipients							

State Aid Special Projects Grants - Transit Training & Internship Program Total State

			5	
	Recipients	Project Description	Project	Funds
Sletowide	Community Transportation Assoc. of VA	Administrative Intern	\$20,000	\$19,000
Culpaper Dist.	Cupaper Dist. Thomas Jefferson PDC	RideShare Intern	\$48,750	\$46,313
	Fairfex Connector	Fairfax County Dapt. of Transp. Intern	\$33,942	\$32,245
NOVA DINING	NOVA Delitid Abexendria Transit (DASH)	Alexandria Transit (DASH) Intern Yr.2	\$33,000	531,350
	Potomac Rappahannock Transp. Comm.	Transit Intern (Yr 2)	\$25,000	\$23,750
Richmond Diet.	Greater Richmond Transil Company	Finance Intern	\$20,000	\$19,000
Safem Dist. Bit	Blacksburg Trensit	Operations Intern (Yr 2)	230,000	\$28,500
		Statewick Totals:	\$210,692	\$200.157

of Projects	\$5,053,357
1 Program	unda Available:
Program FY0	Total Fu
5307 P	
Section	
t Administration	
Transit	
Federal	

		Section 5307	Section 5307	Total Section	
	Reciptent	Operating Funds	Capital Funds	5307 Funds	
Bristol District	Bristol City Bus	\$84,435	\$80,000	\$164,435	
Polospec District	Charlotteswike Transit Service	\$583,535	896,000	\$659,535	
	JAUNT, Inc.	5184,216	유	\$184,218	
Frederickstung Dist.	Fredericksburg (FRED)	\$133,016	\$102,380	\$236,376	
befelden er alderen 1	Greater Lynchburg Transit Company	\$879,867	\$659,784	\$1,439,651	
Parental B Date to	Denvile Transli	\$215,338	\$57,600	\$272,838	
Nichmond Chalrical	Petersburg Area Transit	\$577,689	\$204,200	\$781,889	
Salem District	Greater Roanoke Transit Company	\$1.116.608	\$78,400	\$1,195,008	
	Statewide Totals:	\$3,754,702	\$1,179,344	\$4,834,046	
	Sec	Section 5307 Unobilgater	sted Belance:	\$119,311	

Federal Transit Administration Section 5311 Program FY01 Program of Projects Total Funds Available: \$5,049,175

			CAME CONTROL CAMERIAGO	20.00	
		Section 5311	Section 5311	Total Section	
	Reclaben	Operating Funds	Capital Funds	2311 Punds	
	Graham Transil - Town of Bluefield	\$69,950	2	\$69,850	
Printed District	Dietrict III Governmental Cooperative	\$371,725	5	\$371,725	
	Min. Empire Older Cizns. (Wise Co.)	\$296,052	3	\$296,052	
	Tazewell County - Four County Transit	\$63,188	₽	\$63,188	
Culpanae Dietrica	JAUNT, Inc.	\$506,242	#	\$508,242	
the same and the	Greene County Transil	\$123,475	品	\$123,475	
Frederickstury Old.	Bey Transit - Gloucester County	\$267,235	2	\$257,235	
Hampton Roads	Jemes City County Transit	\$33,685	23	\$33,885	
District	Eastern Shore - Star Transit	\$133,600	23	\$133,500	
Political District	CVT (CPAC) Cumberland Co.	\$149,000	暴	\$149,000	
	Farmville Area Bus	\$77,400	\$350,000	\$437,400	
NOVA Diemo	Loudoun County Transportation Association	\$508,802	3	\$508,802	
Richmond District	South Hill - Lake Area Bus	\$13,427	Ş	\$13,427	
Solum District	Blecksburg Transft	\$1,061,908	\$	\$1,061,908	
	RADAR (UHSTS) Rosnoke Co.	\$43,966	\$	\$43,968	
	Winchester Transit Service	\$214,347	3	\$214,347	
Staurton District	Harrisonburg Bus Service	\$481,250	3	\$481,250	
	Staunton (CATS)	\$110,039	윩	\$110,039	
Skriewich	FY00 RTAP Projects	겲	잃	\$101,984	
	Statewide Totals:	\$4,587,191	\$380,000	\$5,049,175	
	384 284	Section 6311 Unobigated Balance:	refled Seriance:	8	

Federal Transit Administration Section 5303 Program FY01 Program of Projects

FY00 Appropriation: \$1,109,510

	Recipients	Total	Section 5303 Funds	State
Briefich (DioNyc)	Bristoi TNVA Area Matropolitan Planning Organization Kingsport TNVA Area Matropolitan Planning Organization	\$18,175	\$14,640	\$1,818
Cutpaper District (Charlottesville Area Matropolitan Planning Organization	\$50,906	540,725	\$5,091
Fredericksburg Ohl.	redericteous one. Fredericksburg Area Metropolitan Ptanning Organization	\$50,908	\$40,725	\$5,091
H. Roeds Otserlet	Hempton Roads Metropolitan Planning Organization	\$384,815	\$307,852	\$38,482
Little Complete	Damille Area Metropoktan Planning Organization	\$45,000	\$36,000	\$4,500
Marie Alexandra	Lynchburg Area Metropolitan Planning Organization	\$50,906	\$40,725	\$5,091
NOVA District	Washington, D.C. Area Metropolitan Planning Organization	\$528,000	\$422,400	\$52,800
Richmood District	Petersburg Area Metropolitan Planning Organization	\$50,906	\$40,725	\$5,091
	Richmond Area Metropolitan Planning Organization	\$147,357	\$117,888	\$14,736
Salem Dietrici	Salem Dienke Roamoke Area Metropolitan Planning Organization	\$50.906	\$40,725	\$5,091
	Statewide Totals: \$1,380,322	1,380,322	\$1,104,259	\$138,036
	Section 5303 Unobligated Balance:	7 Befance:	15,251	

Federal Transit Administration Section 5313(b) Program FY01 Program of Projects

FY00 Appropriation: \$198,465

				•	
		Total	Section 5313b	State	
Recipients	Project Description	Funds	Funds	Funds	
Steamer Virginia Transit Association (VTA) Transit Training & Safety Program	Transit Training & Safety Program	\$86,900	9'94 025'255 86'8	\$6,690	-
Cultura Dental JAUNT, Inc.	Rural Transportation Needs Analysis	\$20,000	\$16,000	\$2,000	
JAUNT, Inc.	Space Needs Analysis	2000	\$3,200	24 00	
Predertexbury Dat. Bay Transit - Gloucester County	Facility Feesibility Study	\$30,000	\$24,000	\$3,000	
Subm District City of Martinsville	Martheville-Henry Co. Transit Study	\$75,000	\$60,000	\$7,500	
Staumon Deinta Winchester Transit Service	Reverse Commute Bus Study	\$50.000	\$40,000	\$5,000	
	Statewide Totals:	1245,90	\$198,720	\$24,590	
	Section 5310 Unobligated	Balgance	\$1,745		

Federal Transit A	sit Administration Section 5310 Program FY01 Program of Projects (VA-16-0027) Section 5310	FY01 Program of Pro	jects (VA	-16-0027) Section 5316
	Recipient Apency	Equipment Description	Total Cost	Funds
	Appelachien Agency for Sentor Citizens, Ceder Bluff	(3) Reised RoofVans/iffs	\$106,000	\$88,400
Bristol Clearles	Junction Center for Independent Living, Big Stone Gap	Minivan/ramp	\$34,000	\$27,200
	Mountain Empire Older Citizens, Big Stone Gap	(2)15 Passenger BOC/lifts 19 Passenger BOC/lifts	\$137,000	\$109,800
Cutpeper District	Repethennock Community Services Board, Culpeper	Center Alsle Van	\$33,000	\$28,400
	Chesapeake Bay Area Agency on Aging, Urbarne	Reised Roof Varviift	\$81,000	\$64,800
Predericksburg Diet.		14 Passenger BOCARR		
	Respensencek Area Agency on Aging, Fredericksburg	(3)14 Passenger BOC/; lifts	\$125,000	\$100,800
	Eastern Shore CSB, Nessewedox	Center Alste Ven	\$33,000	\$28,400
Hampton Roads	Eastern Shore Area Agency on Aging, Onancock	19 Passenger BOCAIIt	\$47,000	\$37,600
0.00 E	Perinsula Area Agency on Aging, Newport News	(2) Center Aigle Vens	\$68,000	\$52,800
	Sussex, Emporia , Greenville Adult Activities Services	(2) Center Aisle Vans	\$66,000	\$62,800
t verobbs en Dieseles	Central VA Area Agency on Aging, Lynchburg	(2) Center Aiale Vans	\$66,000	\$52,800
	Southeide Community Services Board, South Boston	One Center Alsie Van	\$33,000	\$28,400
NGVA District	ARC of Pr.William Co., Prince William	Center Alsie Ven	\$33,000	\$26,400
_	Adult Care Services, Richmond	10 Passenger BOCAR	\$43,000	\$34,400
	Beth Sholom of VA, Richmond	14 Passenger BOC/III	\$30,000	\$72,000
		19 Passenger BOCARR		
Richmond Clastics	Chesterfield Community Services Board, Chesterfield	(2) Minivanuhamps	868,000	\$54,400
	Foster Grandparents, Petersburg	Reliped Roof Varviift	\$38,000	\$28,800
	Lake Country Area Agency on Aging, South Hill	(3) Center Aisle Vans	\$99,000	\$79,200
	Powheten-Goochland CAA, Powhatan	15 Passenger BOCAIR	\$79,000	\$63,200
		Minivaniramp		
	New River Valley Senior Service, Pulsaki	Center Alste Van	\$67,000	\$53,800
		Minkantamp		
Seriem Chebret	New River Valley Workshop, Radford	(1)Center Aisle Van	\$33,000	\$28,400
	Sourthern Area Agency on Aging, Martinsville	(3) Certletta Alata Vens	\$99,000	\$79,200
	Uhiffed Human Sarvices Transportation, Roanoke	(3)14 Pasenger BOC/lifts	\$135,000	\$108,000
	Northweetern Community Services Board, Frant Royal	(2)Minivana/Ramps	\$68,000	\$54,400
	The Access Committee, Lexington .	Raised Roofvandift	\$36,000	\$28,800
Steumon Otelect	Valley Program for Senior Services, Waynesboro	Center Alete Van	\$78,000	\$62,400
		14 Passenger BOCAIR		
	Grafton School, Berryville	Center Akle Van	\$33,000	\$20.400
				\$129.327
		Statewide Totals:	\$1,827,000	\$1,990,927

FY01 State Capital Assistance Program for Paratransit Services

	Recipiente		Total Cost	Total Cost State Funds
Bristol District	Appalachian Agency for Senior Services, Ceder Bluff	_	\$36,000	\$34,200
	Mountain Empire Older Citizens, Inc. Big Stone Gap	Mobile Radio System	\$10,000	005'6\$
Culpaper Dist.	Rappehennock Area Agency on Aging	1 Raised Roof Van with Lift	\$38,000	\$34,200
Fradericksturp Dist.	Chasapaaka Bay AAA, Urbanna (Bay Transit)	(2) 19 Passenger BOCAIRs	\$96,000	\$91,200
Ummelva Branda	Peninsula Area Agency on Aging, Newport News	1 Reised Roof Van with Lift	\$38,000	\$34,200
Die Mex	Senior Services of SE, VA, Norfalk	(2) 14 Passanger BOCAIRs	\$90,000	\$85,500
	Ster Transit, Eastern Shore	14 Passenger BOCAIRs	545,000	\$42,750
Lynchburg Dist.	Central Virginia AAA, Lynchburg	1 Raised Roof Van with Lift	\$36,000	\$34,200
NCWA Dienter	ARC of Prince William County	1 Center Alste Ven	\$39,000	\$31,350
Marin Library	FASTRAN, Feirfex County	(2) 19 Pessenger BOCARb	\$118,628	\$112,697
Rietmond District	Foster Grandparent Program, Petereburg	1 Cerver Alala Van	\$33,000	\$31,350
	Lake Country AAA, South Hill	Mobile Radio System	\$40,000	\$38,000
	New River Valley Sentor Services, Pulaski	1 Center Aiste Van	\$33,000	\$31,350
Salem District	Southern Area Agency on Aging, Nerthswile	1 Minken with ramp	\$34,000	\$32,300
	Unified Human Services Transportaton, Rosmoke	(2) 14 Passangar BOCAINs	\$90,000	\$85,500
Siesation Diet.	Coordinated Area Transportation, Staumon	R. Roof Ven w/Rt, CA Van	\$70,000	\$86,500
		Unobligated Balance:	æ	\$5,203
		Obstantide Totale:	6098 000	Pana and

Rail and Public Transportation Priority Transportation Fund Projects

											3	
	505	æ	S	2	\$21,000	<u>0\$</u>	S	\$9,000	O\$	8	. 05	\$30,000
	Ž	\$4,639	\$	2	\$17,500	æ	S	\$9,000	æ	2	Я	\$31,339
	FY03	\$4,500	\$8,225	\$	\$10,500	23,000	3	\$8,000	\$	8	\$6,225	538,450
•	FY92	S	\$7,000	\$3,300	\$2,500	\$12,225	.	29,000	\$13,000	3	\$5,000	553,025
	EY01	2	\$5,000	23,300	\$2,500	\$14,000	\$10,000	8	\$13,000	\$5,000	26,000	\$58,800
(\$ in 1,000's)	Total Cost	\$9,339	\$18,225	26,600	\$75,000	\$29,225	\$10,000	\$45,000	\$26,000	\$5,000	\$18,225	\$242,814
•		Bristol Rail Capital Costs	High Speed Reif Capital Costs	Eastern Shore Railroad	Duffes Ral/BRT Capital Costs	High Speed Rail Capital Costs	VRE Express Service Capital	Metrorali Rolling Stock Replacement	Metrorail Parking Expansion	Metrorali Ballaton Station Improvements	Red-mond Dienta High Speed Rail Capital Costs	Statewide Totals:
		Brietol District	Frederlokabung Októrial	Hampton Roads District			NOVA Diesder				Richmond District	



COMMONWEALTH TRANSPORTATION BOARD 1401 EAST BROAD STREET RICHMOND, 23219-1938

BHIRLEY J. YBARRA CHARMAN

Agenda Item # 1 - New Business

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

September 21, 2000

MOTION

Made By: Mr. Byrd Seconded By: Mr. Mitchel Action: Motion Carried

Tide: THE PROPOSED CONCEPT FOR A NETWORK OF INFRASTRUCTURE IMPROVEMENTS ALONG THE ROUTE 28 CORRIDOR PURSUANT TO THE PUBLIC-PRIVATE TRANSPORTATION ACT OF 1995

WHEREAS, the 1995 General Assembly enacted Chapter 647 entitled the Public-Private Transportation Act of 1995 (PPTA) enabling the Commonwealth of Virginia and local governments to enter into agreements authorizing private entities to acquire, construct, improve, maintain, and/or operate qualifying transportation facilities; and

WHEREAS, the PPTA permits public entities to receive, evaluate and select unsolicited proposals from private offerors to acquire, construct, improve, maintain and/or operate qualifying transportation facilities; and

WHEREAS, the Virginia Department of Transportation (VDOT) issued Implementation Guidelines (the Guidelines) dated July 1, 1995 to guide the selection of transportation privatization projects under VDOT's purview; and

WHEREAS, on July 28, 2000, Route 28 Corridor Improvements LLC submitted an unsolicited proposal for the design, finance and construction of a network of infrastructure improvements along the Route 28 Corridor; and

WHEREAS, in accordance with the Guidelines, a public notice was posted for a period of thirty days beginning August 4, 2000 and ending September 5, 2000; and

WHEREAS, a competing proposal from FD/MK, LLC was submitted during the said posting period; and

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Resolution of the Board
PPTA - Proposed Concept for Privatized Improvements - Rte 28 Corridor
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WHEREAS, in accordance with the Guidelines, the Initial Review Committee met and considered the proposers' qualifications and the technical and financial merits of the proposals and determined that the proposed concepts as submitted by Route 28 Corridor Improvements LLC and FD/MK, LLC merit further evaluation; and

WHEREAS, in accordance with the Guidelines, further evaluation of the proposed concepts require approval of the Commonwealth Transportation Board.

NOW, THEREFORE, BE IT RESOLVED, that the Commonwealth Transportation Board approves the conceptual proposals submitted for the Route 28 Corridor and approves such concept.

BE IT FURTHER RESOLVED, by the Commonwealth Transportation Board that the PPTA proposals submitted by Route 28 Corridor Improvements LLC and FD/MK, LLC for the Route 28 Corridor be advanced to the next step, the Public-Private Transportation Advisory Panel, for further review and consideration, expeditiously.

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