



COMMONWEALTH of VIRGINIA

Virginia Passenger Rail Authority

DJ Stadtler
Executive Director

919 East Main Street, Suite 2400
Richmond, Virginia 23219

(804) 303-8700
www.vpra.virginia.gov

Zach Trogdon
Chairperson

RESOLUTION OF THE VIRGINIA PASSENGER RAIL AUTHORITY BOARD

August 27, 2024

MOTION

Made By: Seconded By:

Action:

Title: Authority to Execute FY25 State Supported Agreement between VPRA and Amtrak

WHEREAS, Amtrak is authorized by 49 U.S.C. § 24101 to operate intercity passenger rail service; and

WHEREAS, the Virginia Passenger Rail Authority (“VPRA”) supports financially the following Amtrak service under an agreement dated October 1, 2023 (the “**FY24 State Supported Agreement**”), which agreement is attached hereto as **EXHIBIT A**:

1. Washington-Roanoke Route 46 service (two daily roundtrips),
2. Washington-Newport News Route 47 service (two daily roundtrips),
3. Washington-Norfolk Route 50 service (three daily roundtrips), and
4. Washington-Richmond Route 51 service (one daily roundtrip); and

WHEREAS, the FY24 State Supported Agreement will expire on September 30, 2024, and VPRA desires to continue the above-referenced service under an agreement covering federal fiscal year 2025 beginning on October 1, 2025 (the “**FY25 State Supported Agreement**”); and

WHEREAS, VPRA intends to negotiate and execute the FY25 State Supported Agreement in substantially the same form as the FY24 State Supported Agreement with modifications for Appendices I, II, III, IV, V, and VI to reflect updates to schedules, station hours, train consists, staffing levels, operations pricing and equipment capital costs, and the cost methodology established pursuant to the *Passenger Rail Investment and Improvement Act of 2008*.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the VPRA Executive Director to negotiate and execute the FY25 State Supported Agreement between VPRA and Amtrak in substantially the same form as the FY24 Operating Agreement attached hereto as **EXHIBIT A**, with such modifications as he deems necessary or reasonable.

EXHIBIT A

[SEE ATTACHED FY24 STATE SUPPORTED AGREEMENT]

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**GRANT AGREEMENT FOR THE PROVISION OF
RAIL PASSENGER OPERATIONS
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
VIRGINIA PASSENGER RAIL AUTHORITY
FOR FISCAL YEAR 2024**

THIS GRANT AGREEMENT (“**FY24 Agreement**”) is made effective as October 1, 2023 between the National Railroad Passenger Corporation (“**Amtrak**”), a corporation organized under federal law and the laws of the District of Columbia and having its principal office and place of business in Washington, D.C., and the Virginia Passenger Rail Authority (“**Authority**”) (collectively, the “**Parties**”).

WHEREAS, Amtrak is authorized by 49 U.S.C. § 24101 to operate intercity passenger rail in the United States; and

WHEREAS, under Section 209 of the Passenger Rail Investment and Improvement Act of 2008, Pub. L. No. 110-432, 122 Stat. 4848, Congress required, among other things, that Amtrak, in consultation with the relevant states and the District of Columbia, develop and implement a methodology for allocating the operating and capital costs of rail routes of not more than 750 miles outside the segment of the continuous Northeast Corridor railroad line between Boston, Massachusetts and Washington, D.C., which was approved by the Surface Transportation Board after submittal by Amtrak together with amendments thereto from FY2013-FY2023; and

WHEREAS, the latest version of the methodology is titled *State-Supported-Route Cost and Service Policy*, version 10, and is attached hereto together with SAIPRC Action 202310-04 as Appendix VI (*State Supported Route Cost and Service Policy & Resolution*) and incorporated fully herein; and

WHEREAS, the latest version of Amtrak’s five-year rolling stock overhaul plan is titled *Rolling Stock Investment Plan for Amtrak Equipment Deployed in State-Supported Service, FY2024-2028, version 5.00*, and is attached hereto as Appendix VII (*Rolling Stock Investment Plan*) and incorporated fully herein (Appendix VI (*State Supported Route Cost and Service Policy*) and Appendix VII (*Rolling Stock Investment Plan*) are collectively referred to hereinafter as the “**Agreed 209 Methodology**”); and

WHEREAS, Washington-Roanoke Route 46 service (trains 171, 147, 145, 151, 134, 156, and 66) operating between Washington, D.C. and Roanoke, Virginia (“**Roanoke Operations**”); Washington-Newport News Route 47 service (trains 65, 67, 125, 99, 186, 174, 96, 194, and 124) operating between Washington, D.C. and Newport News (“**Newport News Operations**”); Washington-Norfolk Route 50 service (trains 93, 95, 141, 87, 157, 153, 84, 94, 138, 88, 82, and 158) operating between Washington, D.C. and Norfolk, Virginia (“**Norfolk Operations**”); and Washington-Richmond Route 51 service (trains 85, 86, 164, and 195) operating between Washington, D.C. and Richmond, Virginia (but not beyond Richmond) (“**Richmond**

Operations”), (collectively and together with any associated thruway bus service, the **“Operations”**), are subject to the Agreed 209 Methodology and any amendments thereto; and

WHEREAS, by agreement dated as of October 1, 2021 (the **“FY22 Agreement”**) as amended and extended, Amtrak and the Authority provided for the Operations between October 1, 2021 and April 30, 2024, but which contemplates that this FY24 Agreement (once entered between the Parties) will conform to the latest Agreed 209 Methodology and apply such methodology retroactively to October 1, 2023¹; and

WHEREAS, the Authority is providing this grant to Amtrak pursuant to this FY24 Agreement so that Amtrak may provide the Operations between October 1, 2023 and September 30, 2024, and provided that there are sufficient annual appropriations by the General Assembly and allocation by the Virginia Passenger Rail Authority Board of Directors, and in some cases the Commonwealth Transportation Board (**“CTB”**), the Authority believes that grant funds have been or will be available to pay for the Operations; and

WHEREAS, the Authority is authorized by state law to enter into this FY24 Agreement.

NOW THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the Authority and Amtrak agree as follows.

Section 1. Intercity Rail Operations to be Provided

(a) Subject to sufficient appropriation of federal funding, or as may be otherwise provided herein, Amtrak shall provide the Operations in accordance with the schedules set forth in Appendix I (*Routes and Schedules*), which is hereto attached and made a part of this FY24 Agreement, or on such schedule as may be modified by agreement of the Parties. Capitalized terms not defined herein shall have the meaning set forth in the Agreed 209 Methodology.

(b) The Authority may, upon not less than 180 calendar days prior notice, request that Amtrak increase or decrease the Operations and/or the amount of equipment used in the Operations, so as to meet the needs of the traveling public. If the request is to increase either the Operations or the amount of equipment used, Amtrak shall respond and work with the Authority to accommodate such request, which may include providing additional compatible rail passenger equipment from its available resources or, by written agreement with the Authority, to employ such additional compatible equipment as the Authority may choose to make available for use in the Operations, consistent with the funding requirements of the Agreed 209 Methodology. In the event that equipment is made available by the Authority, or because the Authority desires to substitute Authority-owned or leased equipment for Amtrak-owned equipment, such equipment will be used in the Operations only if it complies with all applicable laws and regulations, and by mutual agreement is compatible with Amtrak operations and associated equipment. The Authority and Amtrak will use all good faith efforts to resolve discrepancies in compatibility. The Authority shall be responsible for obtaining the approval of any railroads over which such equipment is to

¹ See § 4(t)(2) of *Sixth Amendment to the Grant Agreement for the Provision of Rail Passenger Operations between National Railroad Passenger Corporation and the Virginia Passenger Rail Authority for Fiscal Year 2022*.

be operated. Equipment includes locomotives, cab cars, and any other type of car used in a passenger train.

(c) If equipment normally used in the Operations becomes unavailable for any reason, Amtrak shall respond and work with the Authority to substitute compatible rail passenger equipment from its available resources, consistent with the funding requirements of the Agreed 209 Methodology, including Equipment Capital Charges associated with the Authority's use of such substitute equipment. Alternatively, the Authority and Amtrak may amend this FY24 Agreement to allow for use of compatible equipment from sources other than Amtrak.

(d) Amtrak shall provide the Operations for one year commencing on October 1, 2023, over the routes, serving the stations, and substantially in accordance with the schedules and other criteria set forth in Appendix I (*Routes and Schedules*) of this FY24 Agreement. Amtrak shall not be required to provide Operations on any other route, to increase any train frequency other than as described in Appendix I (*Routes and Schedules*) of this FY24 Agreement, or to provide Operations with passenger equipment other than that described in Appendix II (*Station Hours, Train Consists, and Staffing Levels*) of this FY24 Agreement, which is hereto attached and made a part of this FY24 Agreement, except pursuant to a mutually agreed upon amendment to this FY24 Agreement consistent with the requirements of the Agreed 209 Methodology.

(e) Amtrak is solely responsible for maintenance and operation of the train equipment and operating crews described in Appendix II (*Station Hours, Train Consists, and Staffing Levels*) of this FY24 Agreement, along with reservation and information services and station, storage, and service facilities served and operated by Amtrak including, but not limited to utilities, operations, and related track and personnel. Amtrak shall take all actions necessary for safe and reliable operations, including, but not limited to maintaining all equipment in safe operating condition, maintaining heating and cooling systems of the cars so as to provide reliable operation, and performing housekeeping duties regularly to provide a clean and sanitary condition on the interior and exterior of the cars, including windows, all consistent with Amtrak standards.

(f) The Parties shall meet quarterly, via telephone or in person, to discuss on-time performance of the service, service schedules, ridership and revenue performance, anticipated construction projects, and events which may affect future on-time performance. The Parties will work to identify solutions to mitigate on-time performance issues. This quarterly meeting will also address strategic planning, operations planning, and marketing efforts addressed in Section 3.

(g) Amtrak shall insert in its System Timetable and Route Timetables, related to the Operations the following statement: "Funded in part through grants made available by the Commonwealth of Virginia."

(h) For Operations provided under this FY24 Agreement in the Virginia Railway Express ("VRE") service area, Amtrak will honor VRE tickets with step-up coupons on all trips funded by this FY24 Agreement, consistent with Amtrak tariff policies and the existing or a successor VRE cross honoring arrangement. On a monthly basis, Amtrak will credit toward the Virginia Revenue described in Section 4, whatever amounts VRE pays Amtrak in connection with step-up coupons lifted on these trains (the "**VRE Revenue**").

Section 2. Performance and Reporting

(a) Amtrak shall endeavor to provide high-quality, on-time rail passenger operations under its control while meeting mutually agreed goals, objectives, and performance standards. The Parties recognize the importance of providing safe and reliable transportation to encourage strong ridership. While there are elements of performance clearly under the purview and control of the host railroads, CSX Transportation, Inc. and Norfolk Southern Railway Company, Amtrak has sole responsibility for the maintenance and availability of its equipment and the performance of Amtrak staff in meeting customer needs and supporting on-time performance.

Amtrak shall, after consultation with the Authority and securing agreement, at the Authority's cost, implement available alternate transportation for passengers traveling in the Operations areas, and scheduled points in between and beyond, in the event of Force Majeure events as defined in Section 9.

Amtrak shall notify the Authority of a delay greater than two hours to any train in the Operations.

(b) In accordance with the quarterly meetings described in Section 1(f), Amtrak agrees to provide the Authority with quarterly reports which shall contain a description of specific regional marketing and advertising expenditures to date, as well as a description of the marketing and advertising undertaken in that quarter.

(c) Amtrak shall submit within 45 calendar days following the end of each month, in writing or electronically to the Authority, reports detailing Amtrak's performance relative to the Operations. The reports will address at least the following performance factors for individual trains serving Routes 46, 47, 50 and 51: ridership, revenue, and on-time performance. The reports will also address at least the following performance factors by route for Routes 46, 47, 50 and 51: customer satisfaction scores, as well as Operating-Cost Obligations, NEC Through Revenue (as defined below), the Passenger Mile Charges, and total ridership and passenger miles traveled (for Base Leg and separately for the Incremental Leg) each with respect to NEC Base-Increment Trains. The purpose of this provision is to assist the Authority in reporting benefits achieved from this FY24 Agreement and to assist the Authority in reporting performance trends in the Commonwealth. Amtrak shall submit the monthly reports until the Authority notifies Amtrak in writing that such submission is no longer required. Amtrak will provide data by train number when available.

Some of these reports may include transcriptions of comments made by passengers about experiences they had while using the Operations. The Authority acknowledges that these comments may contain allegations that represent one party's version of these experiences, that they may contain sensitive and personal information about Amtrak passengers and employees, and that there may be additional information relevant to these experiences and related events that passengers were not aware of or did not include when they reported their allegations. Some of the transcriptions of comments made by passengers may include information that could be used to identify that passenger.

As a condition of receiving transcriptions of comments made by passengers, the Authority acknowledges that Amtrak has a disciplinary process to investigate and respond to passenger allegations about the behavior of Amtrak employees, and that process is the appropriate venue to investigate passenger allegations and determine whether any disciplinary response is appropriate. The Authority also agrees to keep these allegations confidential and treat them as they treat their own confidential personnel records. The Authority also agrees not to make any attempts to identify or contact the passengers or the employees involved in the alleged experiences described by passengers in the reports provided by Amtrak. The Authority also agrees to keep any Amtrak passenger or personnel information confidential and shall not release or disclose it for any reason. If the Authority fails to protect this information, Amtrak will discontinue providing reports containing this information.

The Authority has agreed to contribute certain types of data about the Operations in reports that provide comparative data for multiple routes to be shared with other states.

Amtrak may provide access to some of these reports via an Amtrak-provided electronic data retrieval system. If the Authority decides to use these electronic data retrieval capabilities, the Authority agrees to abide by Amtrak's policies, terms and conditions for information technology security and usage while accessing Amtrak's system, and to access only the information it is authorized to access. If Amtrak determines that the Authority is violating Amtrak's information technology security and usage policies while using the Amtrak system, or otherwise using the Amtrak systems in a way that is abusive, unethical, or inappropriate, it reserves the right to discontinue Authority's access to such information.

(d) Upon request, Amtrak shall provide such other data relating to the Operations as may be reasonably available. Amtrak shall make available to the Authority a copy of its Annual Report with audited financial statements.

Section 3. Marketing and Advertising

(a) The Parties shall work cooperatively to promote the Operations and shall take actions necessary to provide the Operations on a regular, efficient, and economical basis. The Authority and Amtrak will jointly develop and implement, at the Authority's sole expense, a regional marketing and advertising plan not to exceed the Authority's total financial obligation as set forth in the Route Advertising line of Appendix III (*Operations Pricing and Capital Costs*), which is attached and made a part of this FY24 Agreement. Amtrak may incorporate the Operations in the general advertising and promotional programs related to its national system as it deems appropriate. Amtrak agrees to allow VRE to include schedules for the Roanoke, Newport News, Norfolk, and Richmond Operations in VRE public schedules and to promote such Operations. The Parties shall meet, via telephone or in person, not less than four times each year, to discuss planned national and regional marketing and advertising efforts and expenditures made by Amtrak for the purpose of promoting travel on Northeast Regional trains. At such time, Amtrak will provide the Authority with quarterly marketing reports, which shall contain a description of specific national marketing and advertising expenditures for the most recently completed quarter and planned for the next quarter.

(b) Subject to the conditions and requirements herein, each Party grants the other a limited, non-exclusive license to use its name, trade names, trademarks and service marks collectively referred to as “**Marks**” identified in Appendix V (*Amtrak Marks*), for the purpose of implementing the regional marketing and advertising plan. Except as expressly provided herein, no right, property, license, permission, or interest of any kind in or to the use of any Mark owned or used by a Party is or is intended to be given or transferred to or acquired by the other Party by the execution, performance, or nonperformance of this FY24 Agreement or any part thereof. Each Party agrees to comply with all of the other Party’s instructions and quality control standards regarding the use or display of the other Party’s Marks. Each Party that uses or displays the other Party’s Marks shall reasonably permit the owner and/or licensor of such Marks to monitor whether the licensed use by the licensee is meeting the quality control standards of the owner/licensor through reasonable inspection. Neither Party shall use any Marks of the other in any manner that would diminish its value or harm the reputation of the other Party and the control over the use of a Party’s Marks shall remain with the Party that owns the Marks.

(c) Each Party acknowledges that the other Party’s Marks and copyrights are considered to be valuable and that the other Party (or its licensees) claims to own all worldwide right, title, and interest therein and thereto. Each Party agrees that it shall in no way contest or deny the validity of, or the right or title of, the other Party’s Marks by reason of this FY24 Agreement. Each Party further agrees not to register anywhere in the world any new domain name, name, mark, symbol, logo, copyright, company, product name, service name, or description that could be confused with or is similar to or which dilutes the other Party’s Marks unless the other Party agrees in writing in advance.

(d) Each Party shall have the right to review and approve, prior to publication or display, the portion of any and all content, artwork, copy, advertising, promotional materials, direct mail, inserts, press releases, newsletters, web pages, or other communications or other publicity published or distributed by the other Party (or at its direction and authorization) that specifically references this FY24 Agreement, the reviewing/approving Party’s name, the Operations, or that uses any of the reviewing/approving Party’s Marks. Such review and approval by the other Party shall be timely and shall not be unreasonably withheld. All advertising and promotional materials proposed to be utilized by a Party to promote the Operations shall contain disclaimers, limitations of liability, notices, proprietary notices (*e.g.*, trademark and copyright notices), and such other notices as are reasonably required by the other Party.

(e) If at any time the Authority should elect to have its own website promoting the Operations, it shall ensure that the content is accurate, timely, and consistent with information contained on Amtrak’s website.

Section 4. FY24 Reconciliations, Costs, Payments, Credits, and Virginia Revenue

(a) FY24 Reconciliations.

- i. ***First FY24 Reconciliation.*** As contemplated by Section 4(t)(2) of the FY22 Agreement, as amended, upon the execution of this FY24 Agreement, Amtrak shall apply the Agreed 209 Methodology attached hereto retroactively to October 1, 2023, and shall reconcile all prior payments made by the Authority with respect to the operating costs covering Operations during the period between October 1, 2023 and April 30, 2024. After such reconciliation, if there is an underpayment, the Authority will pay the amount of such underpayment concurrently with (and in addition to) its next-due monthly Prepayment (as defined in Section 4(c)(1) below) for Operating-Cost Obligations. If there is an overpayment by the Authority, a credit in the amount of the overpayment will be applied by Amtrak to the next-due invoice to the Authority for Operating-Cost Obligations under this FY24 Agreement.

- ii. ***Second FY24 Reconciliation.*** The Parties acknowledge that certain cost components of the Agreed 209 Methodology attached hereto are not yet finalized as of May 1, 2024. Accordingly, once all cost components of the Agreed 209 Methodology are finalized by the State-Amtrak Intercity Passenger Rail Committee, or are otherwise finalized, the Parties will attach hereto and incorporate fully herein the finalized Agreed 209 Methodology (the “**Finalized Methodology**”), which shall replace and supersede the version of the Agreed 209 Methodology attached hereto as of May 1, 2024. Thereafter, Amtrak shall reconcile all prior payments made by the Authority with respect to the operating costs covering Operations during the period beginning on October 1, 2023 through the last date prior to which the Finalized Methodology is incorporated and applied under this FY24 Agreement, for the avoidance of doubt, such second reconciliation shall be inclusive of the reconciled payments made by the Authority under 4(a)(i) above. After such reconciliation, if there is an underpayment, the Authority will pay the amount of such underpayment concurrently with (and in addition to) its next-due monthly Prepayment for Operating-Cost Obligations. If there is an overpayment by the Authority, a credit in the amount of the overpayment will be applied by Amtrak to the next-due invoice to the Authority for Operating-Cost Obligations under this FY24 Agreement.

(b) Costs.

- i. ***Operating-Cost Obligations.*** The Authority will be responsible for its Operating-Cost Obligations arising from the Operations, calculated in accordance with the Agreed 209 Methodology, for the avoidance of doubt, inclusive of Operating-Cost Obligations arising from the Increment Legs of NEC Base-Increment Trains that are part of the Operations. With respect to NEC Base-Increment Trains, the Authority has elected “Method 2” under Section 3.4.1.2 of Appendix VI (*State Supported Route Cost and Service Policy & Resolution*); accordingly, as part of its Operating-Cost Obligations, the Authority will be responsible to pay to Amtrak the prevailing rate per passenger mile (the “**Passenger Mile Charge**”) traveled by through riders on the relevant Base Leg, which Passenger Mile Charge the Authority will pay in full to Amtrak without netting against the revenue allocable

to the Base Leg or Incremental Leg (such revenue collectively, the “**NEC Through Revenue**”) for any NEC Base Incremental Trains. The Authority’s duty to make such payment in full of the Passenger Mile Charge will begin as of June 1, 2024.

- ii. **Capital-Cost Obligations.** The Authority will be responsible for its Capital-Cost Obligations arising from the Operations, calculated in accordance with the Agreed 209 Methodology. However, the Parties acknowledge and agree that any funding provided by Amtrak to the Authority to support capital projects under the agreement between the Parties titled *Passenger Rail Improvement Funding and Partnership Agreement* and dated March 26, 2021, shall not be charged to any state supported route within the Operations.

(c) Payments.

- i. **Prepayments.** Each month during this FY24 Agreement, Amtrak will submit to the Authority a written invoice, and the Authority will make monthly prepayments (each a “**Prepayment**”) to Amtrak with respect to both estimated Operating-Cost Obligations and estimated Capital-Cost Obligations as provided in Appendix IV (*Estimated Payment Totals and Schedule*). Invoices will cover a single month and will reflect any credit adjustments from prior months. Amtrak will submit only one invoice at a time to the Authority, and the corresponding Prepayment will be due from the Authority to Amtrak on the later of (a) 30 calendar days after receipt of the invoice, and (b) the first business day of the month covered by the invoice. The Operating-Cost Obligations other than Pass Through Charges for the Operations have been agreed upon by the Parties and are not subject to audit adjustment, though they are subject to adjustments as described in Section 4(c)(ii) below. No later than June 1, 2024, Amtrak will provide the Authority with the estimated Operating-Cost Obligations and estimated Capital-Cost Obligations with respect to the Operations, and proposed Prepayment amounts for the following grant year. The parties agree to collaborate in the development of a forecast for the Authority to use for budgeting purposes by May 15th. For the month of May 2024, the Authority shall make a Prepayment in the amount established in the “Estimated Net Payment” column shown in the table titled “Monthly Estimated Payments by VPRA: All Routes” set forth in Appendix IV (*Estimated Payment Totals and Schedule*). Beginning with the Prepayment covering the month of June 2024, the Authority shall make Prepayments in the amount established in the “Total Contract Costs” column shown in the table titled “Monthly Estimated Payments by VPRA: All Routes” set forth in Appendix IV (*Estimated Payment Totals and Schedule*), and will continue to make Prepayments in such amount for all months during which section 4(e) of this FY24 Agreement remains operative.
- ii. **Reconciliation – Operating-Cost Obligations.** Pursuant to Section 7.1 of Appendix VI (*State Supported Route Cost and Service Policy & Resolution*), the Authority has elected the Fixed Invoicing Method. Accordingly, only those Operating-Cost Obligations that are variable under the Fixed Invoicing Method of the Agreed 209 Methodology will be reconciled under this Section 4(c)(ii). Within 45 calendar days

after the end of each calendar month, Amtrak shall provide to the Authority a reconciliation report noting the difference between the (i) Prepayment for that calendar month covering Operating-Cost Obligations and (ii) actual amount of Operating-Cost Obligations for which the Authority is actually financially responsible to Amtrak under this FY24 Agreement for the same month. If there is an underpayment, the Authority will pay the amount of such underpayment concurrently with (and in addition to) its next-due monthly Prepayment for Operating-Cost Obligations. If there is an overpayment by the Authority, a credit in the amount of the overpayment will be applied by Amtrak to the next due invoice to the Authority for Operating-Cost Obligations under this FY24 Agreement. If this FY24 Agreement is terminated without a replacement agreement and there is either an outstanding underpayment or overpayment relating to Prepayments for Operating-Cost Obligations, then the applicable Party shall pay such amount to the other Party within 30 calendar days after Amtrak's final reconciliation that demonstrates the amount of such underpayment or overpayment.

- iii. ***Reconciliation – Capital-Cost Obligations.*** The Authority has elected for end-of-year reconciliation pursuant to Section 2.3 of Appendix VII (*Rolling Stock Investment Plan*). Accordingly, on a quarterly basis, Amtrak shall provide the Authority with an accounting of the actual Capital-Cost Obligations payable by the Authority. This quarterly report will reflect Amtrak fiscal year-to-date information and is meant to give the Authority a snapshot of how the year-to-date Prepayments attributable to Capital-Cost Obligations shown in Appendix IV (*Estimated Payment Totals and Schedule*) and referred to therein in the “Equipment Capital Costs” table columns compare to the year-to-date actual Capital-Cost Obligations for which the Authority is financially responsible under this FY24 Agreement. Included with the quarterly report will be a bill for additional charges (if any are owed); the Authority may pay this bill or wait for the final reconciliation to be completed at the end of Amtrak's fiscal year. Any credits reflected in a quarterly report will be carried forward until the final annual reconciliation is provided to the Authority following the conclusion of the external audit for Amtrak's fiscal year. Amtrak's final annual Capital-Cost Obligations reconciliation shall be used as the basis for the settlement of any payment due to Amtrak, or amount refundable to the Authority, as the result of any difference between the (i) actual Capital-Cost Obligations for which the Authority is responsible under this FY24 Agreement, and (ii) total corresponding Prepayments for Capital-Cost Obligations made by the Authority under this FY24 Agreement for the same period. Amtrak shall deliver to the Authority on or before January 31, 2025, Amtrak's final annual Capital-Cost Obligations reconciliation. Within 30 calendar days after Amtrak's delivery to the Authority of its final annual Capital-Cost Obligations reconciliation, (a) if such reconciliation demonstrates overpayment by the Authority, then Amtrak shall apply the credit to the next due invoice, or as directed by the Authority, the amount of such overpayment; and (b) if such reconciliation demonstrates underpayment by the Authority, then the Authority shall pay to Amtrak the amount of such underpayment.

- iv. ***Additional Information; Repayment.*** The Authority shall have the right to request an accounting or more detailed statement with respect to any invoice or reconciliation report delivered by Amtrak. Upon such a request, Amtrak shall provide the reasonably requested information within 30 calendar days. Any items reimbursed to Amtrak by the Authority and found by both Parties not to be in accordance with this FY24 Agreement or any applicable federal, state, or local law will be repaid to the Authority by Amtrak within 60 calendar days upon submission of the items so disapproved. No payment that has been made by the Authority shall constitute or be construed as a waiver of any claim it may have against Amtrak.

- v. ***Disputed Invoices; Withheld Payments.*** If the Authority disputes a charge detailed in an invoice, and Amtrak cannot provide a reasonable explanation of said charge, the Authority shall have the right, at its sole discretion, to withhold the amount in dispute as specified herein, but shall pay the remainder of the invoice. The Authority shall advise Amtrak, in writing, of the amount of disputed charges to be withheld, detailed reasons for the withholding, and the actions that the Authority considers necessary to resolve the disputed invoice amount. Once resolution of the disputed charge is achieved between the Authority and Amtrak, the notice to withhold will either be withdrawn or modified, and any portion of the invoice that is no longer disputed will be remitted promptly, not more than 30 calendar days after resolution of the dispute. Should resolution of a disputed charge not be achieved, the Authority shall pay the charge under protest after 90 calendar days of withholding. Such payment shall not be considered as resolution of the dispute and the dispute resolution process outlined in Section 10 of this FY24 Agreement shall apply. Should the resolution of the dispute result in a refund to the Authority, said refund shall be applied as a credit to the next Prepayment, and shall be expressly accounted for therein. Should resolution of the dispute result in a payment due to Amtrak, said payment will be made to Amtrak with the next Prepayment and shall be expressly accounted for therein, *provided that*, nothing herein shall require the Authority to pay Amtrak twice for the same charge.

(d) **Credits.** The Authority has an existing credit, as of the end of March 2024, of Four Million, Seven Hundred Seventy-Two Thousand, Two Hundred Twenty-Five Dollars (\$4,772,225) for Operating activities prior to September 30, 2023 (the “**Pre-FY24 Credit**”). Amtrak shall apply the Pre-FY24 Credit as directed by the Authority to any amounts otherwise due and owing from the Authority to Amtrak under this FY24 Agreement until the Pre-FY24 Credit is fully exhausted for the benefit of the Authority.

(e) **Virginia Revenue; Duty to Transfer; Prepayment Breach and Cure Period.** The Operations generate certain income in the form of: (i) Passenger-Related Revenue, (ii) Food-and-Beverage Revenue, and (iii) Other Revenue each as further defined in the Agreed 209 Methodology, together with (iv) the VRE Revenue pursuant to Section 1(h) above, and (v) NEC Through Revenue (without netting against the Passenger Mile Charges), ((i) through (v) collectively, the “**Virginia Revenue**”). “Virginia Revenue” will not include revenue generated by ticket sales that were later refunded to a customer. Beginning with the Virginia Revenue generated during the calendar month of June 2024 and thereafter, Amtrak shall transfer to the Authority the gross amount of Virginia

Revenue in accordance with the timing provided in Section 4(f) below. However, if the Authority has failed to pay to Amtrak the full amount of any Prepayment as of the time any such transfer of Virginia Revenue is required pursuant to Section 4(f), then (i) Amtrak may deliver written notice of such breach and the Authority shall have 15 calendar days to cure such breach, and (ii) Amtrak's obligation to transfer to the Authority the Virginia Revenue for such month shall be tolled until such time that the Authority cures such breach, and (iii) if the Authority fails to cure such breach during such 15-day cure period, Amtrak shall have the right to offset any payments due to the Authority pursuant to this Section 4(e) by the amount of the past due Prepayment then owed by the Authority. Without limiting the foregoing, if the Authority commits three or more uncured breaches of its payment obligations in respect of Prepayments during the term of this FY24 Agreement, then Amtrak may immediately terminate this Section 4(e) upon written notice to the Authority, and shall thereafter apply the Virginia Revenue to any amounts owed by the Authority under this FY24 Agreement, treating any surplus as an Operating Surplus under the Agreed 209 Methodology.

(f) Timing of Transfer of Virginia Revenue. Starting with the calendar month of June 2024, within 30 calendar days after the end of each calendar month (each a "**Covered Month**"), Amtrak shall notify the Authority of the gross amount of Virginia Revenue for such Covered Month (each a "**Gross Revenue Amount Notice**"). Subsequent to receipt of the Gross Revenue Amount Notice, the Authority will submit to Amtrak an invoice in Amtrak's procure to pay system, Ariba on Demand, for the gross amount of Virginia Revenue for the applicable Covered Month. Within 30 calendar days of receipt of the invoice from the Authority, Amtrak shall transfer to the Authority the gross amount of Virginia Revenue for such Covered Month.

(g) Quarterly Conferences. The Parties agree to confer on a quarterly basis during the term of this FY24 Agreement to review contract related revenue and expenses. If, based on this review, it appears that estimated Operating-Cost Obligations and/or estimated Capital-Cost Obligations for the remainder of the term of this FY24 Agreement will exceed available funding, the Authority agrees to:

1. obtain supplemental funding subject to appropriation by the General Assembly and allocation by the Virginia Passenger Rail Authority Board of Directors or the CTB, as applicable, as noted in Section 17;
2. assist Amtrak to implement Operations modifications necessary to reduce projected contract payments to match the level of anticipated funding; and/or
3. undertake termination of this FY24 Agreement pursuant to the termination provisions of Section 6.

Amtrak shall not be required to provide Operations for which the projected cost to the Authority, as determined in this FY24 Agreement, exceeds the available funding.

(h) Updates. Amtrak may make updates to financial systems, such as SAP and the APT system which is the basis of many cost allocations within the Agreed 209 Methodology or may make updates to Operating-Cost Obligations or Capital-Cost Obligations forecasts. In the event any such

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updates, which are consistent with the requirements of the Agreed 209 Methodology, are determined by Amtrak to warrant the revision of any such costs in a manner that would result in an adjustment of the amounts paid by or to be paid by the Authority under the terms of this FY24 Agreement, Amtrak will notify the Authority of such adjustment and, if the Parties agree, they shall amend this FY24 Agreement accordingly.

(i) Notwithstanding anything to the contrary herein, nothing herein obligates Amtrak to take any action or accept any limitation or restriction with respect to the Virginia Revenue or this FY24 Agreement, except as expressly provided herein. Further, the Parties mutually agree that (A) the Authority's use or encumbrance of the Virginia Revenue following receipt thereof shall be determined exclusively by the Authority and any risk of loss or liability relating thereto shall at all times remain with the Authority without any obligation of Amtrak to take any action or refrain from taking any action in respect thereof unless expressly provided in this FY24 Agreement and, for the avoidance of doubt, Amtrak shall have no liability whatsoever in association with the Authority's use or encumbrance of the Virginia Revenue; (B) except as expressly provided herein Amtrak makes no representations or warranties of any kind whatsoever, express or implied, to the Authority regarding the Virginia Revenue or the suitability of the Virginia Revenue for any particular purpose; and (C) this FY24 Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. In the event any third party attempts to exercise any rights under or impose any obligations with respect to this FY24 Agreement or the Virginia Revenue, Amtrak may immediately terminate Section 4(e) of this FY24 Agreement upon written notice to the Authority and shall thereafter apply the Virginia Revenue to any amounts owed by the Authority under this FY24 Agreement, treating any surplus as an Operating Surplus under the Agreed 209 Methodology. Amtrak and the Authority expressly agree that the Parties do not intend to and that this FY24 Agreement does not in any way create a lien, encumbrance, or other security interest in or on any amounts paid by and/or owed to the Authority, and that in no event is Amtrak guaranteeing any revenue or other income to the Authority.

(j) Notwithstanding anything to the contrary herein, Amtrak may terminate its duty to transfer the gross amounts of the Virginia Revenue described in Section 4(e) by providing written notice to the Authority in the event the Authority has not secured financing based on the Virginia Revenue by December 31, 2032. Thereafter Amtrak shall apply the Virginia Revenue to any amounts owed by the Authority under this FY24 Agreement, treating any surplus as an Operating Surplus under the Agreed 209 Methodology.

(k) Notwithstanding anything to the contrary herein, nothing herein is intended to constitute cross-subsidization between Amtrak and the Authority and, in the event any cross-subsidization occurs, Amtrak may immediately terminate Section 4(e) of this FY24 Agreement upon written notice to the Authority and shall thereafter apply the Virginia Revenue to any amounts owed by the Authority under this FY24 Agreement, treating any surplus as an Operating Surplus under the Agreed 209 Methodology. In addition, nothing herein is intended to transfer revenues from the Northeast Corridor Main Line to Amtrak's national network, or vice versa, *provided however*, that revenue associated with a Base-Increment train will be allocated to the Authority in accordance with the Agreed 209 Methodology and transferred to the Authority in accordance with Section 4(e) above.

Section 5. Decisions Affecting Operations

(a) The Operations will be provided consistent with this FY24 Agreement and shall not be modified without the consent of the Authority.

(b) The Parties hereby recognize both Parties' statutory obligations to act prudently in the management of rail passenger services including any expansion of rail passenger services. Amtrak will consider the Authority's significant financial contribution to the provision of said Operations and the budgetary limitations of the Authority in its decisions that could affect the Operations. Except as otherwise provided in this FY24 Agreement, Amtrak shall give to the Authority not less than 60 calendar days prior written notice of the proposed date of implementation of any decision that is likely to have a significant affect upon the scheduling, marketing (including fares and ticketing), food service, staffing or operations of the Operations provided pursuant to this FY24 Agreement. Such notice shall contain information in sufficient detail to adequately explain facts and circumstances of any such decision. The Authority shall respond in writing within 30 calendar days to any such written notice from Amtrak indicating whether the Authority concurs with any such decision, or, in the alternative, giving reasons in sufficient detail why it does not concur. In the latter event, the Parties shall promptly negotiate in good faith to reach mutual accord on any such decision pursuant to the following procedure:

1. If any such decision relates only to the Operations provided pursuant to this FY24 Agreement, and if it can be implemented without affecting Amtrak's other operations, Amtrak shall obtain the Authority's concurrence thereon prior to implementation of that decision. The Authority shall not unreasonably withhold, condition, or delay its concurrence. If the Parties cannot reach an agreement, the dispute resolution provisions of Section 10 will apply, and if unsuccessful, the termination provisions of Section 6 will apply.
2. If, in the judgment of Amtrak as expressed in its notice, any such decision will also affect Amtrak's other operations, and the Parties cannot reach mutual agreement and concurrence within the period of the said notice, then Amtrak may implement such decision upon the expiration of the notice period.
3. If, under Subsection (1) or (2) of this Section 5(b), the Authority fails to respond in writing to such notice from Amtrak within 30 calendar days of the Authority's receipt of such notice, the Authority shall be deemed to have concurred in the decision described in that notice.
4. Notwithstanding the notice procedures contained in this Section 5(b), if access over rail lines on any route described in Appendix I (*Routes and Schedules*) shall be unavailable by reason of obstruction or otherwise, Amtrak may suspend or reroute any part of the Operations for so long as such access is unavailable. In that event, Amtrak shall promptly notify the Authority of any such suspension or rerouting of Operations and the Parties shall cooperate to restore the Operations as soon as is

practicable. The provisions of Section 22 shall apply to any suspension of Operations.

5. If mutually agreed, and at the Authority's expense, Amtrak shall implement available alternate transportation for passengers of the Operations under this FY24 Agreement which are subject to cancellations due to planned host railroad construction, obstruction, or otherwise, or due to other planned events which result in foreseeable cancellations of any Operations. Passengers will be notified via the Amtrak process utilizing contact information provided at the time a reservation was made or a ticket was purchased. Rebooking options shall be offered to those passengers who already purchased a ticket.

(c) The Authority shall have the right, at its expense, to enhance or modify Operations, by initiating proposals with regard to scheduling, marketing (including fares and ticketing but excluding Amtrak's general tariff policies), food service, or operations relative to the Operations by giving Amtrak written notice of its proposal, provided that the implementation of such proposal remains consistent with the pricing of other Amtrak trains operating within the same route segments, and consistent with the requirements of the Agreed 209 Methodology. Such notice shall contain information in sufficient detail to adequately explain the facts and circumstances of such proposal. Amtrak shall respond in writing within 30 calendar days to any such written notice from the Authority indicating whether Amtrak concurs with any such proposal or, in the alternative, giving reasons in sufficient detail why it does not concur. In the latter event, the Parties shall promptly negotiate in good faith to reach mutual accord on any such proposal within 15 calendar days of Amtrak's response to the Authority's notice, and Amtrak shall not unreasonably withhold, delay, or condition its concurrence with the Authority's proposal. If Amtrak fails to respond in writing to such notice within 30 calendar days of confirmed receipt of that notice, then Amtrak shall be deemed to have concurred with the Authority's proposal and that proposal shall be implemented by the Parties.

(d) Any change to the Operations made pursuant to Sections 5(b) or 5(c) shall, if appropriate, result in an adjustment of the amounts paid by the Authority. However, in no case shall the Authority be liable for payment of amounts in excess of funds appropriated by the General Assembly and allocated by the Virginia Passenger Rail Authority Board of Directors, or in some cases the CTB, for this purpose. If there are insufficient funds appropriated and allocated for this purpose, the Authority agrees to use its best efforts to find funds to meet the adjusted amount from other state funding sources. Changes must be specified in writing as directed in Section 12 of this FY24 Agreement.

Section 6. Termination

(a) In the event that the Authority is unable to secure funding because funds are either not appropriated or not allocated, the Authority may terminate this FY24 Agreement and any renewal thereof upon 90 calendar days' written notice to Amtrak.

(b) In the event of material breach of this FY24 Agreement other than as set forth in Section 6(c), this FY24 Agreement may be terminated by the non-breaching Party upon 90

calendar days' notice to the breaching Party. Such termination will be effective at the option of the terminating Party after such 90-day period has expired unless the Party in breach has cured the breach during the 90-day period. Notice shall be made as provided in Section 11.

(c) Except as specified in Section 4(c)(v), in the event the Authority fails to remit full payment when due, Amtrak may discontinue any portion or portions of the Operations on 30 calendar days' prior notice in writing to the Authority of such intended discontinuance; provided, however, that such discontinuance shall not constitute or be construed as a waiver by Amtrak of any such payment; provided further, that any such discontinuance shall be without prejudice to the continued operation of any remaining portion or portions of the Operations.

(d) Termination of this FY24 Agreement in accordance with this Section 6 shall be without prejudice to the Authority's obligation to reimburse Amtrak hereunder for the Operations provided until and including the date of termination and for any associated capital or other costs incurred by Amtrak as a result of such termination, including but not limited to labor protection costs.

(e) Delays, including in payment, caused by Force Majeure events as defined in Section 9 shall not be deemed a breach or default under this FY24 Agreement.

(f) In the event that either Party terminates this FY24 Agreement in accordance with Section 6, any remaining unused balance of any Prepayment supplied by the Authority to cover Operating-Cost Obligations or Capital-Cost Obligations, shall be paid by Amtrak to the Authority within 60 calendar days of termination.

(g) All reimbursement of the Authority for excess Prepayments provided by the Authority under this section of the FY24 Agreement shall also require the payment of interest using the prevailing statutory legal rate of interest established by the Virginia General Assembly in § 6.2-301 of the *Code of Virginia*, as amended, calculated from the date payment is due to the Authority to date of repayment by Amtrak.

Section 7. Indemnity and Defense of Claims

Amtrak shall defend, indemnify, and hold harmless the Authority and the Commonwealth of Virginia from any and all claims, actions, proceedings, damages, liabilities, and judgments, including reasonable attorneys' fees and expenses, for injury to or death of any person or for damage to or loss of any property arising from the Operations. If any claim, action, or proceeding shall at any time be brought against the Authority or the Commonwealth of Virginia asserting a liability for such injury, death, damage or loss, the Authority shall promptly give notice thereof and tender such claim to Amtrak. The Parties agree that Amtrak shall control the defense of any such claim, action or proceeding. The Authority and Commonwealth shall fully cooperate with Amtrak, and shall thereafter provide all such information and assistance as Amtrak may from time to time request.

Section 8. Inspection and Audit

The Authority or its contractor may, at any time and upon 10 calendar days' written notice, and execution of a Temporary Permit to Enter, inspect Amtrak's facilities and equipment used in providing the Operations; provided, however, that such inspection shall comply with all applicable safety rules and regulations and shall not hinder or delay the Operations. Upon notice, of no less than 30 calendar days, Amtrak shall permit auditors or any other duly authorized agents of the Authority to inspect, no more than four times annually, all books, records and accounts relating to the Operations, including supporting documentation provided to Amtrak by host railroads to the extent not subject to confidentiality or otherwise subject to prior host railroad approval. Any such inspection shall be conducted during normal business hours at the location where such records are normally maintained. The Parties agree that the requirement for Authority funding shall be adjusted accordingly, if necessary, based on the results of said audit. All such books, records, accounts, and documents shall be maintained by Amtrak and be accessible to the Authority for three years following expiration of this FY24 Agreement. If Amtrak disagrees with the audit findings, the dispute resolution procedures of Section 10 will apply. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documents shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit continues past such three-year retention.

Section 9. Force Majeure

The obligations of the Parties, including payment, shall be subject to Force Majeure as defined in this section. Neither Party shall be liable for any failure to perform, or for any delay or cancellation in connection with the performance of any obligation hereunder, if such failure, delay or cancellation is due or in any manner caused by the laws, regulations, acts, demands, orders or interpositions of any federal, state or local government agency having jurisdiction thereof, or Force Majeure events, which are defined as fire, flood, war, rebellion, riots, strikes, acts of God, quarantines, epidemics or pandemics, which may affect or prevent either Party from timely or properly performing its obligations under this FY24 Agreement.

Amtrak may make changes in the Operations that are necessary to handle a Force Majeure event and shall promptly notify the Authority of any such changes. Other operating changes, in accordance with the schedules and criteria set forth in Appendix I (*Routes and Schedules*) hereto, are addressed in Section 5(b) and (c).

Section 10. Dispute Resolution Provisions

In the event of a claim, dispute or controversy, the Parties shall make every effort to resolve by negotiation any claim, dispute, or controversy relating to the interpretation, application, or implementation of this FY24 Agreement and/or the Operations. The Authority's Designated Representative for purposes of Dispute Resolution is, the Chief Financial Officer of the Authority. Amtrak's Designated Representative for purposes of Dispute Resolution is the VP State Supported Services. The Designated Representatives may be changed at any time by either Party by giving notice to the other Party in accordance with Section 11. In the event that either Party believes there is a dispute, it will provide the other Party's Designated Representative with written notice within 30 calendar days of identifying such dispute; provided, however, that if the Parties are engaged in ongoing discussions of an issue which one or both of the Parties subsequently determine cannot

be resolved by the discussion, the 30 day notice requirement shall be deemed to begin at the date that either Party notifies the other Party in writing that it does not believe that continued discussions will result in resolution of the issue. If the Designated Representatives cannot resolve the matter within 15 calendar days of receipt of written notification, the Executive Director of the Authority and the Chief Executive Officer of Amtrak will meet within 60 calendar days to attempt to resolve any dispute. If this attempt fails, the Parties agree to confidential non-binding mediation, subject to Virginia law, to be conducted in Richmond, Virginia. The Parties agree to share the costs of the mediation equally. In the event mediation does not resolve the dispute, either Party may pursue legal action. The forum for legal actions shall be federal court for the Eastern District of Virginia.

Section 11. Notices

All notices or communications with respect to this FY24 Agreement or related to the Operations shall be in writing and shall be deemed delivered upon delivery by hand, upon the next business day if sent prepaid overnight delivery service, or on the third business day following mailing by U.S. Mail, certified, postage prepaid, return receipt requested, to the addresses set forth below that clearly is marked “NOTICE” in both the text and the subject line. The representatives and/or addresses set forth herein may be changed at any time by either Party hereto by notice in writing to the other.

For Amtrak:	Sr. Manager State Supported Service Line National Railroad Passenger Corporation 510 W. Martin Street, Suite 130 Raleigh, NC 27603
	General Counsel National Railroad Passenger Corporation 1 Massachusetts Ave., NW Washington, DC 20001
	Assistant Controller – Revenue & Receivables Amtrak National Railroad Passenger Corporation 2955 Market Street, 4 th Floor, NW (4N-181), Box #61 Philadelphia, PA 19104
For the Authority:	Chief Financial Officer Virginia Passenger Rail Authority 919 East Main Street, Suite 2400 Richmond, VA 23219
	Chief Operating Officer Virginia Passenger Rail Authority 919 East Main Street, Suite 2400 Richmond, VA 23219
	General Counsel

Virginia Passenger Rail Authority
919 East Main Street, Suite 2125
Richmond, VA 23219

For Performance Reports, Ridership, and Revenue Reports, including Invoices, the following Parties shall be included on the distribution list:

For the Authority: Director of Financial Planning and Analysis
Virginia Passenger Rail Authority
919 East Main Street, Suite 2400
Richmond, VA 23219

Passenger Operations and Contracts Manager
Virginia Passenger Rail Authority
919 East Main Street, Suite 2400
Richmond, VA 23219

Section 12. Agreement Content

This FY24 Agreement constitutes the entire agreement between the Parties with respect to the Operations. All changes or modifications in or to this FY24 Agreement shall be in writing, dated and executed by duly authorized representatives of the Parties.

Section 13. Section Headings; Governing Law

The section headings used in this FY24 Agreement are for convenience only and shall not affect the construction of any of the terms herein. This FY24 Agreement shall be governed by the laws of the Commonwealth of Virginia, except as may otherwise be required by federal law.

Section 14. Severability

If any part of this FY24 Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part and the remaining parts shall be enforced as if such invalid, illegal or unenforceable part was not contained herein.

Section 15. Confidentiality

The Authority desires that Amtrak disclose to the Authority certain proprietary and confidential commercial and financial information of Amtrak pursuant to this FY24 Agreement and the Operations provided pursuant to it. In keeping with the Virginia Freedom of Information Act (“FOIA”), §§ 2.2-3700 *et seq.* of the *Code of Virginia (1950)*, as amended, Amtrak agrees to clearly mark any information that it considers to be proprietary and confidential with the word “proprietary” before providing the document to the Authority. Amtrak understands that the Authority must follow the requirements of FOIA and must produce documents requested pursuant

to FOIA for which there is no applicable exclusion. The Authority agrees to invoke applicable exclusions in FOIA for properly marked documents.

During the normal course of business, the Authority will exercise due care to keep properly marked confidential information in strict confidence, to maintain adequate security measures to protect the information and to immediately notify Amtrak in writing of any known or suspected disclosure, access or use of the confidential information that is not authorized under this FY24 Agreement.

This section shall survive termination or expiration of this FY24 Agreement.

Section 16. Non-Discrimination

Both the Authority and Amtrak shall comply with applicable laws and regulations pertaining to hiring and employment.

Section 17. Appropriation and Allocation of Funds

All funding and payment obligations for the Authority in this FY24 Agreement are subject to the appropriation by the General Assembly and allocation by the Virginia Passenger Rail Authority Board of Directors, and in some cases the CTB.

Section 18. Compliance with Laws

The Parties will comply with all applicable state, federal and local laws and regulations in the performance of this FY24 Agreement. Amtrak certifies that it does not and shall not during the performance of this FY24 Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Section 19. Successors or Assigns

This FY24 Agreement shall be binding on Amtrak's and the Authority's successors or assigns.

Section 20. Compliance with Collective Bargaining Agreements

The Commonwealth of Virginia is a right to work state; however, the Authority acknowledges the existence of collective bargaining agreements between Amtrak and certain labor organizations representing certain of Amtrak's employees and acknowledges that Amtrak will provide the Operations in a manner consistent with its obligations and rights under such agreements as they may exist from time to time.

Section 21. Term of FY24 Agreement

This FY24 Agreement shall be effective as of October 1, 2023 and shall continue in effect, unless earlier terminated by either Party pursuant to Section 6, through September 30, 2024. If the

Parties fail to reach agreement for operation of the Operations for the period October 1, 2024 through September 30, 2025 (“**FY25 Agreement**”) prior to October 1, 2024, the Parties agree that the terms of this FY24 Agreement shall govern continued operation of the Operations until a new agreement is executed by the Parties (“**Continuation Period**”). In such event, the Authority agrees to continue to reimburse Amtrak for the Operating-Cost Obligations and Capital-Cost Obligations, at the level established for period October 1, 2023 through September 30, 2024, plus the addition of a four percent (4%) escalation component to Operating-Cost Obligations, as set forth in Appendix III (*Operations Pricing and Capital Costs*) and Appendix IV (*Estimated Payment Totals and Schedule*), for the term of the Continuation Period. Once an FY25 Agreement is executed by the Parties, Amtrak will credit the Authority’s payments made during the Continuation Period to the Authority’s obligations under the FY25 Agreement. In no event shall the Continuation Period extend beyond March 31, 2025.

Section 22. Remedy for Suspended Operations

Notwithstanding any other provision of this FY24 Agreement, if all or a portion of the Operations is suspended for either: (i) 10 or more consecutive calendar days, or (ii) for 10 or more non-consecutive, cumulative calendar days within a single calendar month, then the Authority shall be entitled to a proportional *per diem* reduction in Operating-Cost Obligations (less the cost of any alternate transportation provided by Amtrak pursuant to Section 2(a) as a result of the suspension) for each day of the suspension, inclusive of the initial 10 suspended calendar days giving rise to such remedy. Any credit provided under this section is to be calculated at the end of each month and shall appear as a credit on the following month’s invoice.

IN WITNESS WHEREOF, the Parties have caused this FY24 Agreement to be executed by their duly authorized representatives in multiple original counterparts as of the date first above written.

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Stephen J. Gardner, Chief Executive Officer

Date: _____

Witness: _____

VIRGINIA PASSENGER RAIL AUTHORITY

By: _____
DJ Stadtler, Executive Director

Date: _____

Witness: _____

APPENDIX I

Routes and Schedules

Roanoke Operations – Route 46

	<u>171</u>	<u>147</u>	<u>145</u>	<u>151</u>	<u>Train</u>		<u>134</u>	<u>156</u>	<u>66</u>
	Mo-Fr	Sa	Su	Daily	<u>Operates</u>		Mo-Fr	SaSu	Daily
Dp	5:00 PM	5:00 PM	5:00 PM	8:15 AM	Washington	Ar	11:29 AM	1:51 PM	9:28 PM
<i>Dp</i>	---	---	---	---	<i>L'Enfant Plaza (VRE passengers only)</i>	<i>Dp</i>	---	---	---
Dp	5:22 PM	5:17 PM	5:18 PM	8:35 AM	Alexandria	Dp	11:08 AM	1:26 PM	9:12 PM
Dp	5:41 PM	5:34 PM	5:35 PM	---	Burke Centre	Dp	10:45 AM	1:01 PM	---
Dp	6:00 PM	5:53 PM	5:54 PM	9:09 AM	Manassas	Dp	10:28 AM	12:44 PM	8:30 PM
Dp	6:38 PM	6:34 PM	6:35 PM	9:44 AM	Culpepper	Dp	9:53 AM	12:10 PM	7:53 PM
Dp	7:37 PM	7:35 PM	7:35 PM	10:45 AM	Charlottesville	Dp	8:55 AM	11:18 AM	7:01 PM
DP	8:50 PM	8:46 PM	8:46 PM	11:57 AM	Lynchburg	Dp	7:39 AM	10:02 AM	5:47 PM
Ar	10:06 PM	9:59 PM	9:59 PM	1:13 PM	Roanoke	Dp	6:20 AM	8:45 AM	4:30 PM

APPENDIX I (Continued)

Routes and Schedules

Newport News Operations – Route 47

	<u>65</u>	<u>67</u>	<u>125</u>	<u>99</u>	<u>Train</u>		<u>186</u>	<u>174</u>	<u>96</u>	<u>194</u>	<u>124</u>
	FrSa	Su-Th	Mo-Fr	SaSu	<u>Operates</u>		Mo-Fr	Mo-Fr	Su	Sa	SaSu
Dp	7:00 AM	7:20 AM	3:50 PM	5:10 PM	Washington	Ar	7:59 PM	9:45 AM	12:35 PM	12:36 PM	7:55 PM
Dp	---	---	---	---	<i>L'Enfant Plaza (VRE passengers only)</i>	Dp	---	---	---	---	---
Dp	7:18 AM	7:38 AM	4:09 PM	5:28 PM	Alexandria	Dp	7:37 PM	9:20 AM	12:14 PM	12:14 PM	7:30 PM
Dp	---	---	4:27 PM	---	Woodbridge	Dp	7:11 PM	---	---	---	7:09 PM
Dp	7:44 AM	8:04 AM	4:40 PM	5:54 PM	Quantico	Dp	6:57 PM	---	11:37 AM	11:37 AM	6:55 PM
Dp	8:05 AM	8:26 AM	5:07 PM	6:18 PM	Fredericksburg	Dp	6:35 PM	8:25 AM	11:17 AM	11:17 AM	6:34 PM
Dp	8:47 AM	9:08 AM	5:49 PM	7:00 PM	Ashland	Dp	5:48 PM	---	10:32 AM	10:32 AM	5:47 PM
Ar	9:03 AM	9:29 AM	6:16 PM	7:18 PM	Richmond	Dp	5:35 PM	7:27 AM	10:19 AM	10:19 AM	5:34 PM
Dp	9:08 AM	9:34 AM	6:23 PM	7:23 PM	(Staples Mill)	Ar	5:32 PM	7:24 AM	10:14 AM	10:14 AM	5:29 PM
Dp	9:34 AM	10:03 AM	6:52 PM	7:50 PM	Richmond (Main St.)	Dp	5:00 PM	6:54 AM	9:42 AM	9:42 AM	4:57 PM
Dp	10:38 AM	11:02 AM	7:44 PM	8:43 PM	Williamsburg	Dp	4:07 PM	6:01 AM	8:52 AM	8:52 AM	4:07 PM
Ar	11:15 AM	11:33 AM	8:15 PM	9:16 PM	Newport News	Dp	3:45 PM	5:39 AM	8:30 AM	8:30 AM	3:45 PM

APPENDIX I (Continued)

Routes and Schedules

Norfolk Operations – Route 50

	<u>93</u>	<u>95</u>	<u>141</u>	<u>87</u>	<u>157</u>	<u>153</u>	<u>Train</u>		<u>84</u>	<u>94</u>	<u>138</u>	<u>88</u>	<u>82</u>	<u>158</u>
	Mo-Fr	Mo-Fr	Mo-Fr	SaSu	Su	<u>SaSu</u>	<u>Operates</u>		Mo-Fr	Mo-Fr	Mo-Fr	SaSu	Sa	SaSu
Dp	5:45 PM	2:35 PM	12:05 PM	7:00 PM	4:00 PM	12:00PM	Washington	Ar	10:46 AM	1:28 PM	5:37 PM	10:56 AM	9:44 AM	5:41 PM
Dp	---	---	---	---	---	---	<i>L'Enfant Plaza (VRE passengers only)</i>	Dp	---	---	---	---	---	---
Dp	6:07 PM	2:56 PM	12:22 PM	7:17 PM	4:17 PM	12:18 PM	Alexandria	Dp	10:24 AM	1:02 PM	5:09 PM	10:24 AM	9:15 AM	5:10 PM
Dp	---	---	12:40 PM	7:35 PM	4:35 PM	12:36 PM	Woodbridge	Dp	---	---	4:42 PM	9:59 AM	---	---
Dp	6:37 PM	---	12:53 PM	7:47 PM	4:48 PM	12:48 PM	Quantico	Dp	9:45 AM	12:27 PM	4:29 PM	9:45 AM	8:45 AM	4:35 PM
Dp	7:02 PM	3:44 PM	1:18 PM	8:12 PM	5:10 PM	1:13 PM	Fredericksburg	Dp	9:23 AM	12:07 PM	4:09 PM	9:23 AM	8:24 AM	4:14 PM
Dp	7:46 PM	---	2:02 PM	8:54 PM	5:52 PM	1:57 PM	Ashland	Dp	8:36 AM	11:21 AM	3:23 PM	8:36 AM	7:40 AM	3:28 PM
Ar	8:10 PM	4:47 PM	2:24 PM	9:15 PM	6:12 PM	2:16 PM	Richmond (Staples Mill)	Dp	8:23 AM	11:06 AM	3:08 PM	8:23 AM	7:26 AM	3:13 PM
Dp	8:17 PM	4:52 PM	2:31 PM	9:22 PM	6:19 PM	2:23 PM		Ar	8:17 AM	11:01 AM	3:01 PM	8:16 AM	7:21 AM	3:06 PM
Dp	8:53 PM	5:29 PM	3:08 PM	9:58 PM	6:55 PM	3:00 PM	Petersburg	Dp	7:40 AM	10:25 AM	2:25 PM	7:40 AM	6:45 AM	2:30 PM
Ar	10:33 PM	7:09 PM	4:49 PM	11:38 PM	8:35 PM	4:39 PM	Norfolk	Dp	6:14 AM	8:59 AM	12:59 PM	6:14 AM	5:19 AM	1:04 PM

APPENDIX I (Continued)

Routes and Schedules

Richmond Operations – Route 51

	85	<u>195</u>	<u>Train</u>		<u>86</u>	<u>164</u>
	Mo-Fr	SaSu	<u>Operates</u>		Mo-Fr	Sa-Su
Dp	7:10 PM	2:50 PM	Washington	Ar	8:22 AM	8:50 AM
Dp	---	---	<i>L'Enfant Plaza (VRE passengers only)</i>	Dp	---	---
Dp	7:27 PM	3:07 PM	Alexandria	Dp	7:58 AM	8:25 AM
Dp	7:45 PM	3:24 PM	Woodbridge	Dp	7:34 AM	8:56 AM
Dp	7:57 PM	3:36 PM	Quantico	Dp	7:22 AM	7:43 AM
Dp	8:22 PM	4:01 PM	Fredericksburg	Dp	7:02 AM	7:22 AM
Dp	9:04 PM	4:43 PM	Ashland	Dp	6:19 AM	6:40 AM
Ar	9:21 PM	4:58 PM	Richmond	Dp	6:05 AM	6:25 AM
Dp	9:26 PM	5:00 PM	(Staples Mill)	Ar	6:00 AM	6:20 AM
Ar	9:52 PM	5:31 PM	Richmond Main Street	Dp	5:35 AM	5:55 AM

APPENDIX II

Station Hours, Train Consists, and Staffing Levels

Roanoke Operations – Route 46, Newport News Operations – Route 47,

Norfolk Operations – Route 50, Richmond Operations – Route 51

Station Name	Station Operator	Monday-Friday	Saturday-Sunday
Alexandria, VA	Amtrak	6:00am-8:45pm	6:00am-8:45pm
Ashland, VA	Amtrak	not staffed	not staffed
Burke Centre, VA	VRE	not staffed	not staffed
Charlottesville, VA	Amtrak	7:45am-9:45pm	7:45am-9:45pm
Culpepper, VA	Amtrak	8:00am-5:00pm	9:00am-5:00pm
Fredericksburg, VA	Amtrak	not staffed	not staffed
L'Enfant Plaza, DC	VRE	not staffed	not staffed
Lynchburg, VA	Amtrak	6:15am-1:45pm and 3:45pm-11:15pm	6:15am-1:45pm and 3:45pm-11:15pm
Manassas, VA	Amtrak	5:00am-10:00pm	8:00am-7:30pm
Newport News, VA	Amtrak	4:30am-1:00pm 3:00pm-11:30pm	4:30am-1:00pm 3:00pm – 11:30pm
Norfolk, VA	Amtrak	5:00am-1:30pm 2:30pm-11:00pm	5:00am-1:30pm 3:15pm-11:45pm
Petersburg, VA	Amtrak	6:45am-10:30pm	6:45am-10:30pm
Quantico, VA	Amtrak	not staffed	not staffed
Richmond, VA (Main St.)	Amtrak	6:00am-7:00pm	9:00am-8:30pm
Richmond, VA (Staples Mill)	Amtrak	5:30am-9:30pm	5:30am-9:30pm
Roanoke, VA	N/A	not staffed	not staffed
Washington, DC	Amtrak	24 hours	24 hours
Williamsburg, VA	Amtrak	5:00am-8:30pm	7:00am-9:00pm
Woodbridge, VA	VRE	not staffed	not staffed

APPENDIX II (Continued)

Station Hours, Train Consists and Staffing Levels

Train Consists

Roanoke Operations - Route 46

Train #	145, 147, 156, 171, 134	66, 151
<i>Equipment Types</i>	<i>No. of Units</i>	
Diesel Locomotive – P42-8	1	1
Amfleet I All Table-Dinette	1	
Amfleet I “Capstone” Coach	6-8	4
Amfleet I “Capstone” Bus Class	1	
Amfleet I Club Dinette		1

Newport News Operations - Route 47

Train #	67, 186, 65, 124	125, 194, 174,99,194,96
<i>Equipment Types</i>	<i>No. of Units</i>	
Diesel Locomotive – P42-8	1	1
Amfleet I All Table-Dinette		1
Amfleet I Club Dinette	1	
Amfleet I “Capstone” Coach	4	6-8
Amfleet I “Capstone” Bus Class		1

Norfolk Operations - Route 50

Train #	84, 94, 138, 141 95, 93, 82, 87, 88, 153, 157, 158
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<i>Equipment Types</i>	<i>No. of Units</i>
Diesel Locomotive – P42-8	1
Amfleet I All Table-Dinette	1
Amfleet I “Capstone” Coach	6-8
Amfleet I “Capstone” Bus Class	1

Richmond Operations - Route 51

Train #	85, 86, 164, 195
<i>Equipment Types</i>	<i>No. of Units</i>
Diesel Locomotive – P42-8	1
Amfleet I All Table-Dinette	1
Amfleet I “Capstone” Coach	6-8
Amfleet I “Capstone” Bus Class	1

APPENDIX II (Continued)

Station Hours, Train Consists and Staffing Levels

Crew Staffing Levels

Train and On-Board Service - Typical Staffing Level*

Train	OBS
3 (including Engineer, Conductor, and Assistant Conductor)	1 Café Attendant

**(Staffing levels may vary based on shortages or special event*

APPENDIX III
Operations Pricing and Equipment Capital Costs
October 1, 2023 – September 30, 2024 (FY2024)
Roanoke Operations – Route 46

FY2024	APT_RT_46 : Washington - Lynchburg	
State Operating Forecast Calculation	FY2024 Charge	
REVENUE		
Ticket Revenue	\$	12,559,000
Food & Beverage	\$	439,704
Other Revenue	\$	242,179
Total Revenue	\$	13,240,884
OPERATING COSTS		
<u>Route-Level and Support Costs</u>		
Train and Engine Crew Labor	\$	4,926,722
On-board Services	\$	1,349,933
Car and Locomotive Maintenance	\$	2,910,392
Stations	\$	996,372
Yard Operations	\$	451,780
Credit Card Fees	\$	330,931
Call Center	\$	286,639
Dispatching	\$	-
G&A	\$	954,558
Commercial Performance	\$	243,071
On-board Wifi	\$	105,347
Subtotal: Route-Level and Support Costs	\$	12,555,745
<u>Pass-Through Costs</u>		
Host Railroad Maintenance of Way	\$	1,037,480
Host Railroad Performance Incentives	\$	77,172
Synthetic Host Railroad	\$	-
Host Railroad	\$	1,114,652
Fuel	\$	1,939,174
Diesel Emissions Fluid	\$	-
Electric Traction Power	\$	-
Fuel and Power	\$	1,939,174
Route Advertising	\$	25,000
Connecting Motor Coach	\$	-
Passenger Inconvenience	\$	5,493
Property Buy Back Insurance	\$	-
Subtotal: Pass-Through Costs	\$	3,084,319
Total Operating Costs	\$	15,640,063
Estimated State Payment (or Credit)	\$	2,399,180
NEC Through-Revenue Credit	\$	9,717,000
Charge per Passenger mile on NEC (if applic	\$	8,101,500
NEC Through-Revenue Contribution or (Lo	\$	1,615,500
Estimated State Payment (or Credit)	\$	783,680
<u>National Costs</u>		
Regional/Local Police	\$	170,454
Police Additive	\$	237,080
Insurance	\$	570,776
Subtotal: National Costs	\$	978,310
STATISTICS		
Total Operated Train Miles		329,029
Frequency of Train Trips		576
Available Seat Miles		119,696,728
Total Riders		346,000
Total Passenger Miles		79,822,000
NEC Passenger Miles		32,406,000
State Passenger Miles		47,416,000

APPENDIX III (Continued)
FY2024 Operations Pricing
Newport News Operations – Route 47

FY2024	APT_RT_47 : Washington - Newport News	
State Operating Forecast Calculation	FY2024 Charge	
REVENUE		
Ticket Revenue	\$	16,903,000
Food & Beverage	\$	251,763
Other Revenue	\$	326,748
Total Revenue	\$	17,481,510
OPERATING COSTS		
<u>Route-Level and Support Costs</u>		
Train and Engine Crew Labor	\$	4,332,310
On-board Services	\$	1,130,105
Car and Locomotive Maintenance	\$	3,871,680
Stations	\$	1,816,474
Yard Operations	\$	431,351
Credit Card Fees	\$	441,996
Call Center	\$	681,669
Dispatching	\$	-
G&A	\$	1,136,246
Commercial Performance	\$	327,892
On-board Wifi	\$	90,323
Subtotal: Route-Level and Support Costs	\$	14,260,045
<u>Pass-Through Costs</u>		
Host Railroad Maintenance of Way	\$	575,375
Host Railroad Performance Incentives	\$	881,237
Synthetic Host Railroad	\$	-
Host Railroad	\$	1,456,612
Fuel	\$	1,592,101
Diesel Emissions Fluid	\$	-
Electric Traction Power	\$	-
Fuel and Power	\$	1,592,101
Route Advertising	\$	25,000
Connecting Motor Coach	\$	1,269,094
Passenger Inconvenience	\$	14,099
Property Buy Back Insurance	\$	-
Subtotal: Pass-Through Costs	\$	4,356,906
Total Operating Costs	\$	18,616,951
Estimated State Payment (or Credit)	\$	1,135,440
NEC Through-Revenue Credit	\$	4,717,000
Charge per Passenger mile on NEC (if applic	\$	3,872,250
NEC Through-Revenue Contribution or (Lo:	\$	844,750
Estimated State Payment (or Credit)	\$	290,690
<u>National Costs</u>		
Regional/Local Police	\$	184,948
Police Additive	\$	280,140
Insurance	\$	637,921
Subtotal: National Costs	\$	1,103,009
STATISTICS		
Total Operated Train Miles		273,727
Frequency of Train Trips		498
Available Seat Miles		101,437,762
Total Riders		358,300
Total Passenger Miles		71,517,000
NEC Passenger Miles		15,489,000
State Passenger Miles		56,028,000

APPENDIX III (Continued)
FY2024 Operations Pricing
Norfolk Operations – Route 50

FY2024	APT_RT_50 : Washington - Norfolk	
State Operating Forecast Calculation	FY2024 Charge	
REVENUE		
Ticket Revenue	\$	17,181,000
Food & Beverage	\$	623,442
Other Revenue	\$	336,001
Total Revenue	\$	18,140,443
OPERATING COSTS		
Route-Level and Support Costs		
Train and Engine Crew Labor	\$	6,402,168
On-board Services	\$	1,810,208
Car and Locomotive Maintenance	\$	4,749,314
Stations	\$	1,403,630
Yard Operations	\$	777,487
Credit Card Fees	\$	452,940
Call Center	\$	816,185
Dispatching	\$	197
G&A	\$	1,369,980
Commercial Performance	\$	295,080
On-board Wifi	\$	176,546
Subtotal: Route-Level and Support Costs	\$	18,253,736
Pass-Through Costs		
Host Railroad Maintenance of Way	\$	1,166,702
Host Railroad Performance Incentives	\$	1,354,397
Synthetic Host Railroad	\$	-
Host Railroad	\$	2,521,099
Fuel	\$	1,527,757
Diesel Emissions Fluid	\$	-
Electric Traction Power	\$	99,555
Fuel and Power	\$	1,627,312
Route Advertising	\$	25,000
Connecting Motor Coach	\$	-
Passenger Inconvenience	\$	19,448
Property Buy Back Insurance	\$	-
Subtotal: Pass-Through Costs	\$	4,192,859
Total Operating Costs	\$	22,446,595
Estimated State Payment (or Credit)	\$	4,306,152
NEC Through-Revenue Credit	\$	13,006,000
Charge per Passenger mile on NEC (if appli	\$	10,098,250
NEC Through-Revenue Contribution or (Lo:	\$	2,907,750
Estimated State Payment (or Credit)	\$	1,398,402
National Costs		
Regional/Local Police	\$	297,328
Police Additive	\$	315,465
Insurance	\$	941,382
Subtotal: National Costs	\$	1,554,175
STATISTICS		
Total Operated Train Miles		458,835
Frequency of Train Trips		817
Available Seat Miles		194,804,386
Total Riders		481,900
Total Passenger Miles		103,486,000
NEC Passenger Miles		40,393,000
State Passenger Miles		63,093,000

APPENDIX III (Continued)
FY2024 Operations Pricing
Richmond Operations – Route 51

FY2024	APT_RT_51 : Washington - Richmond	
State Operating Forecast Calculation	FY2024 Charge	
REVENUE		
Ticket Revenue	\$	3,308,000
Food & Beverage	\$	102,433
Other Revenue	\$	73,519
Total Revenue	\$	3,483,952
OPERATING COSTS		
<u>Route-Level and Support Costs</u>		
Train and Engine Crew Labor	\$	1,842,273
On-board Services	\$	525,346
Car and Locomotive Maintenance	\$	1,022,706
Stations	\$	391,953
Yard Operations	\$	227,868
Credit Card Fees	\$	87,032
Call Center	\$	223,271
Dispatching	\$	1,312
G&A	\$	352,186
Commercial Performance	\$	84,569
On-board Wifi	\$	32,803
Subtotal: Route-Level and Support Costs	\$	4,791,320
<u>Pass-Through Costs</u>		
Host Railroad Maintenance of Way	\$	183,912
Host Railroad Performance Incentives	\$	284,004
Synthetic Host Railroad	\$	-
Host Railroad	\$	467,916
Fuel	\$	478,347
Diesel Emissions Fluid	\$	-
Electric Traction Power	\$	-
Fuel and Power	\$	478,347
Route Advertising	\$	25,000
Connecting Motor Coach	\$	-
Passenger Inconvenience	\$	7,847
Property Buy Back Insurance	\$	-
Subtotal: Pass-Through Costs	\$	979,111
Total Operating Costs	\$	5,770,431
Estimated State Payment (or Credit)	\$	2,286,479
NEC Through-Revenue Credit	\$	4,816,000
Charge per Passenger mile on NEC (if applic	\$	3,401,750
NEC Through-Revenue Contribution or (Lo:	\$	1,414,250
Estimated State Payment (or Credit)	\$	872,229
<u>National Costs</u>		
Regional/Local Police	\$	102,995
Police Additive	\$	55,780
Insurance	\$	231,437
Subtotal: National Costs	\$	390,211
STATISTICS		
Total Operated Train Miles		85,424
Frequency of Train Trips		149
Available Seat Miles		36,284,364
Total Riders		134,000
Total Passenger Miles		24,763,000
NEC Passenger Miles		13,607,000
State Passenger Miles		11,156,000

APPENDIX III Equipment Capital Costs FY2024

Route 46:		Washington - Roanoke	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	2.16%	\$52,232
C.ME.100062	Fleet Modifications - Amfleet I		\$435
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$51,797
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	1.64%	\$838,748
C.ME.100062	Fleet Modifications - Amfleet I		\$2,925
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$248,548
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$587,274
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	2.01%	\$107,417
C.ME.100062	Fleet Modifications - Amfleet I		\$447
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$26,576
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$80,394
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	1.99%	\$114,157
C.ME.100062	Fleet Modifications - Amfleet I		\$542
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$113,615
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	2.35%	\$553,399
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$6,181
C.ME.100080	Legacy PTSO		\$4,557
C.ME.100653	Diesel Locomotive LCPM		\$542,661
Total Route Equipment Capital Use Charge			\$1,665,952

Route 47:		Washington - Newport News	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	2.46%	\$59,471
C.ME.100062	Fleet Modifications - Amfleet I		\$496
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$58,975
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	1.98%	\$1,015,811
C.ME.100062	Fleet Modifications - Amfleet I		\$3,543
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$301,018
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$711,250
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	1.82%	\$97,557
C.ME.100062	Fleet Modifications - Amfleet I		\$406
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$24,137
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$73,015
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	2.26%	\$129,978
C.ME.100062	Fleet Modifications - Amfleet I		\$617
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$129,361
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	1.30%	\$307,311
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$3,433
C.ME.100080	Legacy PTSO		\$2,531
C.ME.100653	Diesel Locomotive LCPM		\$301,348
Total Route Equipment Capital Use Charge			\$1,610,129

APPENDIX III
Equipment Capital Costs (continued)
FY2024

Route 50:		Washington - Norfolk	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	9.01%	\$217,502
C.ME.100062	Fleet Modifications - Amfleet I		\$1,812
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$215,690
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	4.42%	\$2,267,797
C.ME.100062	Fleet Modifications - Amfleet I		\$7,910
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$672,023
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$1,587,865
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	8.27%	\$475,367
C.ME.100062	Fleet Modifications - Amfleet I		\$2,256
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$473,111
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	4.89%	\$1,152,802
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$12,877
C.ME.100080	Legacy PTSO		\$9,493
C.ME.100653	Diesel Locomotive LCPM		\$1,130,432
Total Route Equipment Capital Use Charge			\$4,113,469

Route 51:		Washington - Richmond	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	0.67%	\$16,107
C.ME.100062	Fleet Modifications - Amfleet I		\$134
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$15,973
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	0.28%	\$145,524
C.ME.100062	Fleet Modifications - Amfleet I		\$508
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$43,124
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$101,893
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	0.61%	\$35,203
C.ME.100062	Fleet Modifications - Amfleet I		\$167
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$35,036
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	0.40%	\$95,256
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$1,064
C.ME.100080	Legacy PTSO		\$784
C.ME.100653	Diesel Locomotive LCPM		\$93,408
Total Route Equipment Capital Use Charge			\$292,091

APPENDIX III

FY2024

October 1, 2023 – September 30, 2024

Equipment Capital Payments

Cost Category	Washington-Roanoke Route 46	Washington-Newport News Route 47	Washington-Norfolk Route 50	Washington-Richmond Route 51	Total
Capital Costs – Passenger Service Equipment	\$1,665,952	\$1,610,129	\$4,113,469	\$292,091	\$7,681,641

APPENDIX IV
Estimated Payment Totals and Schedule
FY2024
October1, 2023 – September 30, 2024

Operating and Equipment Capital Costs Summary – Including NEC usage charge

Cost Category	Washington-Roanoke Route 46	Washington-Newport News Route 47	Washington-Norfolk Route 50	Washington-Richmond Route 51	Total
Operations Pricing	\$23,741,563	\$22,489,201	\$32,544,845	\$9,172,181	\$87,947,790
Capital Costs – Passenger Service Equipment	\$1,665,952	\$1,610,129	\$4,113,469	\$292,091	\$7,681,641

Payment Schedule Breakdown, By Route

Monthly Estimated Payment by VPRA: WAS-RNK / Route 46					
Month	Estimated Virginia Revenue	Operations Costs	Equipment Capital Costs	Total Contract Costs	Estimated Net Payment
October, 2023	\$ 1,992,744	\$ 1,978,464	\$ 138,829	\$ 2,117,293	\$ 124,549
November, 2023	\$ 2,594,241	\$ 1,978,464	\$ 138,829	\$ 2,117,293	\$ (476,948)
December, 2023	\$ 2,330,225	\$ 1,978,464	\$ 138,829	\$ 2,117,293	\$ (212,932)
January, 2024	\$ 1,359,107	\$ 1,978,464	\$ 138,829	\$ 2,117,293	\$ 758,186
February, 2024	\$ 1,209,880	\$ 1,978,464	\$ 138,829	\$ 2,117,293	\$ 907,412
March, 2024	\$ 1,965,195	\$ 1,978,464	\$ 138,829	\$ 2,117,293	\$ 152,098
April, 2024	\$ 1,926,166	\$ 1,978,464	\$ 138,829	\$ 2,117,293	\$ 191,126
May, 2024	\$ 2,040,956	\$ 1,978,464	\$ 138,829	\$ 2,117,293	\$ 76,337
June, 2024	\$ 2,344,000	\$ 1,978,464	\$ 138,829	\$ 2,117,293	\$ (226,707)
July, 2024	\$ 1,875,659	\$ 1,978,464	\$ 138,829	\$ 2,117,293	\$ 241,634
August, 2024	\$ 1,650,672	\$ 1,978,464	\$ 138,829	\$ 2,117,293	\$ 466,621
September, 2024	\$ 1,669,038	\$ 1,978,464	\$ 138,829	\$ 2,117,293	\$ 448,255
Total:	\$ 22,957,884	\$ 23,741,563	\$ 1,665,952	\$ 25,407,515	\$ 2,449,631

Monthly Estimated Payment by VPRA: WAS-NPN / Route 47					
Month	Estimated Virginia Revenue	Operations Costs	Equipment Capital Costs	Total Contract Costs	Estimated Net Payment
October, 2023	\$ 1,792,530	\$1,874,100	\$134,177	\$2,008,278	\$215,748
November, 2023	\$ 2,343,053	\$1,874,100	\$134,177	\$2,008,278	(\$334,775)
December, 2023	\$ 2,205,422	\$1,874,100	\$134,177	\$2,008,278	(\$197,144)
January, 2024	\$ 1,329,691	\$1,874,100	\$134,177	\$2,008,278	\$678,587
February, 2024	\$ 1,348,116	\$1,874,100	\$134,177	\$2,008,278	\$660,162
March, 2024	\$ 1,925,277	\$1,874,100	\$134,177	\$2,008,278	\$83,001
April, 2024	\$ 1,971,450	\$1,874,100	\$134,177	\$2,008,278	\$36,828
May, 2024	\$ 1,990,984	\$1,874,100	\$134,177	\$2,008,278	\$17,293
June, 2024	\$ 1,926,165	\$1,874,100	\$134,177	\$2,008,278	\$82,113
July, 2024	\$ 1,840,034	\$1,874,100	\$134,177	\$2,008,278	\$168,243
August, 2024	\$ 1,826,493	\$1,874,100	\$134,177	\$2,008,278	\$181,784
September, 2024	\$ 1,699,296	\$1,874,100	\$134,177	\$2,008,278	\$308,982
Total:	\$ 22,198,510	\$22,489,201	\$1,610,129	\$24,099,330	\$1,900,820







Monthly Estimated Payment by VPRA: WAS-NFK / Route 50					
Month	Estimated Virginia Revenue	Operations Costs	Equipment Capital Costs	Total Contract Costs	Estimated Net Payment
October, 2023	\$ 2,497,945	\$2,712,070	\$342,789	\$3,054,860	\$556,915
November, 2023	\$ 3,310,867	\$2,712,070	\$342,789	\$3,054,860	(\$256,007)
December, 2023	\$ 3,507,089	\$2,712,070	\$342,789	\$3,054,860	(\$452,230)
January, 2024	\$ 1,840,755	\$2,712,070	\$342,789	\$3,054,860	\$1,214,105
February, 2024	\$ 1,809,608	\$2,712,070	\$342,789	\$3,054,860	\$1,245,251
March, 2024	\$ 2,497,945	\$2,712,070	\$342,789	\$3,054,860	\$556,915
April, 2024	\$ 2,684,823	\$2,712,070	\$342,789	\$3,054,860	\$370,036
May, 2024	\$ 2,715,970	\$2,712,070	\$342,789	\$3,054,860	\$338,890
June, 2024	\$ 2,663,021	\$2,712,070	\$342,789	\$3,054,860	\$391,839
July, 2024	\$ 2,659,906	\$2,712,070	\$342,789	\$3,054,860	\$394,953
August, 2024	\$ 2,625,645	\$2,712,070	\$342,789	\$3,054,860	\$429,214
September, 2024	\$ 2,332,869	\$2,712,070	\$342,789	\$3,054,860	\$721,991
Total:	\$ 31,146,443	\$32,544,845	\$4,113,469	\$36,658,314	\$5,511,871

Monthly Estimated Payment by VPRA: WAS-RVR / Route 51					
Month	Estimated Virginia Revenue	Operations Costs	Equipment Capital Costs	Total Contract Costs	Estimated Net Payment
October, 2023	\$ 677,276	\$764,348	\$24,341	\$788,689	\$111,413
November, 2023	\$ 854,895	\$764,348	\$24,341	\$788,689	(\$66,206)
December, 2023	\$ 945,365	\$764,348	\$24,341	\$788,689	(\$156,675)
January, 2024	\$ 523,727	\$764,348	\$24,341	\$788,689	\$264,962
February, 2024	\$ 477,247	\$764,348	\$24,341	\$788,689	\$311,442
March, 2024	\$ 672,296	\$764,348	\$24,341	\$788,689	\$116,393
April, 2024	\$ 732,886	\$764,348	\$24,341	\$788,689	\$55,804
May, 2024	\$ 719,606	\$764,348	\$24,341	\$788,689	\$69,083
June, 2024	\$ 694,706	\$764,348	\$24,341	\$788,689	\$93,983
July, 2024	\$ 684,746	\$764,348	\$24,341	\$788,689	\$103,943
August, 2024	\$ 649,056	\$764,348	\$24,341	\$788,689	\$139,633
September, 2024	\$ 668,146	\$764,348	\$24,341	\$788,689	\$120,543
Total:	\$ 8,299,952	\$9,172,181	\$292,091	\$9,464,272	\$1,164,320

Monthly Estimated Payment by VPRA: All Routes					
Month	Estimated Virginia Revenue	Operations Costs	Equipment Capital Costs	Total Contract Costs	Estimated Net Payment
October, 2023	\$ 6,960,495	\$ 7,328,983	\$ 640,137	\$ 7,969,119	\$ 1,008,624
November, 2023	\$ 9,103,056	\$ 7,328,983	\$ 640,137	\$ 7,969,119	\$ (1,133,936)
December, 2023	\$ 8,988,101	\$ 7,328,983	\$ 640,137	\$ 7,969,119	\$ (1,018,982)
January, 2024	\$ 5,053,279	\$ 7,328,983	\$ 640,137	\$ 7,969,119	\$ 2,915,840
February, 2024	\$ 4,844,852	\$ 7,328,983	\$ 640,137	\$ 7,969,119	\$ 3,124,268
March, 2024	\$ 7,060,712	\$ 7,328,983	\$ 640,137	\$ 7,969,119	\$ 908,407
April, 2024	\$ 7,315,325	\$ 7,328,983	\$ 640,137	\$ 7,969,119	\$ 653,794
May, 2024	\$ 7,467,516	\$ 7,328,983	\$ 640,137	\$ 7,969,119	\$ 501,603
June, 2024	\$ 7,627,892	\$ 7,328,983	\$ 640,137	\$ 7,969,119	\$ 341,228
July, 2024	\$ 7,060,346	\$ 7,328,983	\$ 640,137	\$ 7,969,119	\$ 908,773
August, 2024	\$ 6,751,867	\$ 7,328,983	\$ 640,137	\$ 7,969,119	\$ 1,217,253
September, 2024	\$ 6,369,349	\$ 7,328,983	\$ 640,137	\$ 7,969,119	\$ 1,599,770
Total:	\$ 84,602,789	\$ 87,947,790	\$ 7,681,641	\$ 95,629,431	\$ 11,026,642

APPENDIX V

Amtrak Marks

Mark Description	Mark	USPTO Registration
Travelmark Logo (Vertical)		2,602,178
Travelmark Logo (Horizontal)		2,632,665
Amtrak (Wordmark)	Amtrak	960,643
Amtrak Express	Amtrak Express	2,465,363
Amtrak Vacations	Amtrak Vacations	2,623,854
Amtrak Vacations Logo		n/a
America's Railroad	America's Railroad	4,007,792
Julie	Julie	3,153,968
Metropolitan Lounge	Metropolitan Lounge	n/a
Quiet Car	Quiet Car	2,536,556
Saver Fares	Saver Fares	4,848,283
See where the train can take you (Wordmark)	See where the train can take you	n/a
See where the train can take you lockup (Tagline below)		n/a
See where the train can take you lockup (Tagline left)		n/a
See where the train can take you lockup (Tagline below)		n/a

APPENDIX VI



State-Supported-Route Cost and Service Policy

Version 10 [Interim], Revision 6.4

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1 Introduction

1.1 The State-Supported Routes

Passenger rail plays a critical role in the United States by enabling travelers to reach their work, family, and social destinations, by driving local and national economic development, and by promoting a sustainable and equitable transportation system. The Amtrak national system is the largest passenger rail network in the country. A foundation of the system is the State-Supported Routes—29 routes located across the country that carry approximately one-half of all Amtrak riders and together represented 80 percent of Amtrak’s ridership growth between 2009 and 2019. The States and Amtrak are partners with a joint mission to deliver these services and to grow and improve the passenger rail network.

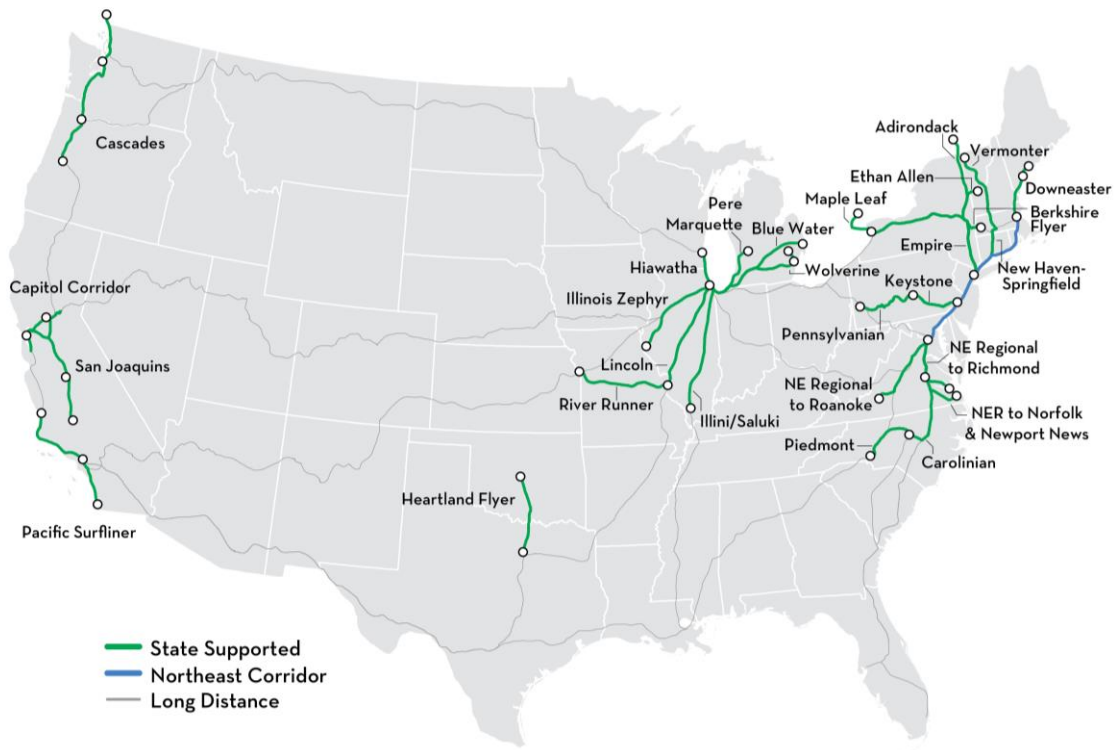


Figure 1. State-Supported Routes

1.2 Statutory Context

Section 209 of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA 209) marked an important shift in passenger rail policy for the United States. The State-Supported Routes are services of 750 miles or less that run partially or fully on territory separate from the Northeast Corridor (NEC) Main Line. (See Appendix A for a route list.) Prior to PRIIA 209, the funding and operation of these routes were inconsistent, reflecting the unique history of each route, when the service was initiated, and the pre-existing role, if any, of State and local partners. Instead, PRIIA 209 required the States to assume operating and capital costs associated with these services and directed Amtrak and the States to develop a “single, nationwide standardized methodology for establishing and allocating ... costs incurred only for the benefit of [one] route and a proportionate share, based upon factors that reasonably reflect relative use, of costs incurred for the common benefit of more than [one] route.” (See Appendix E for relevant statutory excerpts.)

To fulfill the requirement, a group of States, Amtrak, and the Federal Railroad Administration (FRA) worked together to develop the first version of the PRIIA 209 Policy, which was first implemented in

FY2014 and was affirmed by the Surface Transportation Board as meeting the PRIIA 209 requirements. The initial PRIIA 209 Policy was in effect from FY2014 to FY2022 and was periodically updated. (See Appendix F for the Policy’s revision history.)

1.3 The Committee

Following the Policy’s implementation, the States and Amtrak agreed that additional support was needed to refine the Policy further and support its implementation. To address this need, Amtrak, the States, and the FRA created the State-Amtrak Intercity Passenger Rail Committee (SAIPRC or the Committee) to support collaboration and advance the growth of the State-Supported Routes. In 2015, SAIPRC was organized upon the written approval of 18 State governors, the Amtrak president, and the FRA administrator.

In the Fixing America’s Surface Transportation (FAST) Act of 2015, Congress directed the U.S. Secretary of Transportation to establish a State-Supported Route Committee, authorized the committee to oversee the implementation of and amend the PRIIA 209 Policy, and directed it to promote cooperation and planning. In 2016, the Secretary recognized SAIPRC as the committee required by the FAST Act.

SAIPRC includes representatives from Amtrak, the FRA, and 20 current State or State-chartered transportation agencies responsible for managing the State-Supported Routes.

1.4 FY2023–FY2028 Policy

The 2021 Infrastructure Investment and Jobs Act (IIJA) initiated historic investments in passenger rail service. The legislation (Section 22211) also directed the Committee to review and revise the PRIIA 209 Policy.

The resulting Policy covers six years, FY2023 to FY2028, and will not be applicable beyond that term without an action by the Committee to amend or extend it. During this term, the Committee will continue to evaluate the Policy and make improvements.

1.5 Assumptions

The Policy assumes that the Amtrak National Network and NEC, including the costs the Policy identifies as federal responsibilities, will be adequately funded by the Federal Government. Further, the Policy assumes that Congress will ensure that States and Amtrak can work together to implement the Policy and to manage the operations of the routes.

At the next full Committee meeting following enactment of annual appropriations and any related legislative requirements, the Committee may review the impact on the National Network and consider any potential action.

1.6 Policy Objectives

The Policy intends to achieve three key aims:

- 1.6.1 **Affirm a Federal-State Funding Partnership.** Reaffirms the States’ ongoing commitment to pay operating and capital expenses associated with their routes while identifying those activities considered to be a federal funding responsibility.
- 1.6.2 **Improve the Charging Methods.** Redefines the system for calculating the operating and capital expenses the States pay to ensure that the States and Amtrak have higher levels of control, appropriate incentives to manage costs and revenue, greater predictability, and reduced administrative burdens.
- 1.6.3 **Clarify the State-Amtrak Business Relationship.** Defines the respective roles and responsibilities of the States and of Amtrak in managing and planning services, including clarifying areas where the States will take the lead in decisionmaking and those services or

items that are required to be—or benefit from being—standardized across the system or managed centrally.

1.7 Recommendations for a Federal-State Partnership

The ongoing success of the State-Supported Routes and the growth of passenger rail requires a strong partnership among State, Amtrak, and federal stakeholders.

Under PRIIA 209, the States have assumed responsibility for funding ongoing operating expenses and capital maintenance expenses for rolling stock associated with their routes. The States remain committed to meeting this funding responsibility and partnering with Amtrak to maximize each route’s performance, encourage economic growth, and improve transportation equity.

Amtrak—the steward of the national passenger rail network—is a key partner to the States and is responsible for systems that benefit all Amtrak routes. Amtrak works closely with the States to manage and operate service, plan for future growth, and identify and implement actions to grow ridership, increase revenue, and improve performance. In addition, Amtrak manages and contributes funding (representing the share of expenses associated with Long-Distance and NEC Routes) to the critical assets and activities that benefit the whole network—reservation systems, operations control, regulatory compliance, personnel training, and others.

Because of the rail network’s national importance and the national significance of some cost areas, the Federal Government also has an indispensable role in this partnership. First, the Policy identifies specific operating-cost items deemed to be federal responsibilities—(a) those items heavily influenced by federal regulation or statute (e.g., ADA requirements); (b) items characterized by a strong federal role in the objectives being pursued (e.g., police and security); (c) costs for which it is difficult to determine a fair allocation to the States “that reasonably reflect[s] relative use” as required by law; and (d) costs that stem primarily from Amtrak’s role as the national intercity passenger railroad.

Second, the States and Amtrak agree that the Federal Government must continue to make necessary large-scale capital investments to promote the growth of the nation’s passenger rail network. While the States and Amtrak can work together to plan future services and ultimately assume responsibility for ongoing operations, improving and extending existing services and introducing new services to unserved regions depend on substantial and sustained capital funding from the Federal Government.

1.8 Cost Charging Objectives

The charging methods in this Policy reflect the Committee's commitment to the following principles.

- 1.8.1 **Mutual Consent.** The methods by which charges for the State-Supported Routes are determined, and the data to support the methods, are established by mutual consent between Amtrak and the States and documented in the Policy and associated technical documentation. Any changes to charging categories, methods, or data sources occur only with Committee approval.
- 1.8.2 **State Control and Decisionmaking.** The States define the service parameters that heavily influence route costs, including service frequency, train and bus schedules, staffing levels for discretionary positions, and other features.
- 1.8.3 **Predictability.** Charges to the States vary with the service levels and service features the States choose. Changes to service levels or features should result in a predictable and proportionate change in the State’s charges without unexpected impacts to other States’ charges. Fluctuations in invoiced amounts for other reasons should be minimal.
- 1.8.4 **Cost Management.** The Policy provides the States with some tools to reduce expenses, such as linking charges more directly to items the States control. And the Policy creates some incentives for Amtrak to improve efficiency, by providing a pre-determined funding

level for discrete service units, above which Amtrak would bear the burden of higher costs and below which Amtrak would benefit from increased efficiencies.

- 1.8.5 **Traceability.** The charging methods are specific, documented, and repeatable. Costs charged to the States are traceable to a written method that refers to specific Amtrak general ledger items or performance data, which permits verification that the charging methods have been applied accurately.
- 1.8.6 **Manageability.** The charging methods reduce the month-to-month burden on Amtrak to prepare and the States to review and verify invoices.
- 1.8.7 **Risk Sharing.** The Committee recognizes that many unpredictable factors—from ridership levels to fuel costs to inflation—influence railroad operating costs and revenues. In the Policy, the Committee intends for Amtrak and the States to share the risk of unexpected cost impacts.

1.9 The State-Amtrak Business Relationship

The State-Supported Routes will be planned, delivered, tracked, and paid for as the Policy describes. The major steps in the process are:

- 1.9.1 **Plan Service.** For each State-Supported Route, Amtrak and the State(s) will agree to service parameters.
- 1.9.2 **Identify Charges.** A State's Financial Obligation comprises an Operating-Cost Obligation (as described in Section 3) and a Capital Cost Obligation (as described in Section 4). Prior to the Fiscal Year, the Committee will establish rates that will be used to calculate Operating-Cost Obligations and an estimate of each Route's Capital-Cost Obligation.
- 1.9.3 **Operate Service.** Amtrak will operate service as agreed to with the State(s).
- 1.9.4 **Report Performance.** Amtrak will report operating and financial results and progress toward objectives in route-level and service line plans.
- 1.9.5 **Generate and Pay Invoices.** Amtrak will invoice the States for Operating-Cost Obligations as described in Section 7.1 and for Capital-Cost Obligations as described in Section 7.2.
- 1.9.6 **Resolve Disputes.** Any SAIPRC member may use the dispute resolution process described in Section 7.5 for disputes involving the Policy.

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2 Decisionmaking, Collaboration, and Planning

2.1 Service Plans.

From time to time, as often as annually if desired by either Amtrak or the affected State(s), a Service Plan for a route will be prepared and agreed to. The Service Plan will document the features of the service to be offered. Development of Service Plans will benefit from the knowledge and perspectives of both Amtrak management and its affected local operating teams. Service Plans will be in writing unless Amtrak and the affected State(s) agree otherwise. If, while a Service Plan is in place, Amtrak is unable to provide elements of the service agreed upon by Amtrak and a State, including train frequencies, rolling stock availability, or other service elements, Amtrak and the State will work together to develop an action plan to restore service.

- 2.1.1 **Train Schedules and Service Frequency.** The State(s) will determine the desired frequency of service and schedule for a route. To aid the States' consideration of various service options, Amtrak will provide analysis, including likely cost differences due to varying requirements for staff, likely effects on Guarantee Time and Extra-Board Time, and possible effects on ridership and revenue. The State(s) and Amtrak must agree on the service frequency and schedule, with Amtrak making maximum reasonable efforts to accommodate State requests.
- 2.1.2 **Train Consists.** Amtrak will inform the State(s) of the car and locomotive types available and provide information about them, including operating performance, features and amenities, and operation and maintenance costs. The State(s) will designate the car and locomotive types it wishes to use for a route from among the types available to Amtrak, or the State(s) may choose to acquire State-owned equipment to be operated by Amtrak. Amtrak will inform the State(s) of any limitations on consist length or makeup imposed by host railroads and of the effects consist length has on crew requirements or other factors that influence cost. The State(s) will designate the desired consist length. The State(s) and Amtrak must agree on consist makeup and length for a route, with Amtrak making maximum reasonable efforts to accommodate State requests.
- 2.1.3 **Practical Limitations.** Train schedules and consists are subject to constraints, including but not limited to, host railroads, equipment availability, facility capacity, and competing stakeholder and service priorities. Amtrak will seek to accommodate the States' requests while managing these constraints.
- 2.1.4 **Fares and Pricing.** The States will specify ticket prices as well as whether tickets are reserved or unreserved, whether to implement inventory controls for revenue yield management, and whether to implement national or route-specific promotions on their route(s).
- 2.1.5 **Other Service Parameters.** Decisionmaking roles regarding other service parameters for specific cost categories appear in Section 3.5.

2.2 Strategic Management Reviews.

At a State's option, Amtrak and the State will commence a Strategic Management Review of operations that support the State's route(s), focused on the facilities and cost types for which the State is a major funder. The review may examine operating practices, staffing patterns or efficiencies, cost tracking, and other business practices that affect the cost or performance of the route(s) and how these costs are assigned to different functions, cost categories, and routes. A review will benefit from the knowledge and perspectives of both Amtrak management and its affected local operating teams. A review may consider productivity metrics that allow for trend analysis and benchmarking. Meetings between Amtrak and the affected

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State(s) will occur at least quarterly to assure continuing progress. The Committee expects Strategic Management Reviews to focus on larger issues with meaningful impacts and, if possible, that smaller items will be handled during the normal course of business.

- 2.2.1 **Cost Management.** Once sufficient data has been reviewed by Amtrak and the State(s), a State may propose specific management, staffing, charging, or other changes in relation to its route(s) and the systems and facilities supporting the route(s). Where the State is the majority funder of an activity, Amtrak will make maximum reasonable efforts to accommodate the State proposal.

For an item where the State is the majority funder, if a State requests a lower staffing level for its route(s) and the State and Amtrak cannot agree to the request, (a) Amtrak need only support the State's service with the staffing requested and (b) Amtrak will charge the State only the State's proportionate share of the requested staffing level. A State may not use this authority to gain a reduction to its charges where the proposed staffing request would not be practically achievable. Prior to FY2024, the Committee will identify an approach to assess whether requests are practically achievable. Once a staffing, charging, or other change has been made, any affected party may monitor actual activity to determine how the change is affecting performance or operations. In reviews involving passenger-facing staff, monitoring might include how passengers are responding. A party may propose further adjustments as a result. If Amtrak does not implement the staffing request but the State payment will change, Amtrak will revise the State payment on a timeframe agreed upon by Amtrak and the State.

- 2.2.2 **Limitation.** Where making a change a State has requested would meaningfully reduce safety, conflict with regulatory requirements, or conflict with contractual agreements, Amtrak need not make the change or reduce charges to States. If Amtrak rejects a change for any of these reasons, it will provide a written explanation to the State. Amtrak and the States may consider impacts of a proposed change on Amtrak's brand standards and to the passenger experience, but these factors are not an allowed limitation on the requirements of Section 2.2.1. If Amtrak or a State is concerned about the effects of a change on brand standards and the passenger experience, Amtrak may provide written brand and passenger experience standards to inform the review of the proposed change.

- 2.2.3 **Schedule.** Amtrak and the States may work together to establish a reasonable sequence for assigning staff resources to strategic management reviews. Amtrak will report the requests it receives to the Committee along with a schedule and the related scope of activities for carrying them out. The Committee may comment upon and suggest adjustments to the schedule.

2.3 **Service Customizations.**

If a State submits a service customization (i.e., a change that differentiates an aspect of service from the standard approach utilized across most or all other routes), Amtrak will provide an estimate of any additional, sole-benefit expense associated with the customization. If the customization is implemented, the State will be responsible for the additional expense. Amtrak will not implement a customization if it deems that the customization will harm another route, and it will provide the State with a written explanation for the decision not to implement the customization. If a customization will benefit all or a majority of routes, Amtrak will seek to implement the change as part of the ongoing improvement to its internal systems, and the customization will not be considered a sole-benefit expense. Service customizations will be reported to the Committee to assure that all States are aware of them and have the opportunity to consider adopting them.

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2.4 **Commercial Policies.**

Commercial policies are standardized systems and rules applied to all routes to establish the Amtrak brand, dictate aspects of the passenger experience, and define commercial transactions with passengers. Commercial policies include, but are not limited to, passenger service guidelines and protocols, brand standards, booking and refund policies, standard discounts, and standard passenger fees (e.g., baggage and pet fees). Commercial policies do not include passenger safety policies.

- 2.4.1 **Customization.** Amtrak will manage system-wide commercial policies. However, States may choose to customize the commercial policies related to their service, including route-specific approaches to discount policies, fees, or passenger-service standards, and passenger-service-related booking and refund policies. Such customizations will be consistent with the approach described in Section 2.3. Amtrak will notify the Committee of all submissions to customize commercial policies, at a minimum, each quarter.
- 2.4.2 **Documentation and Development.** Amtrak will provide the Committee, as frequently as necessary, with the most up-to-date documentation of commercial policies related to booking and refund policies, standard discounts, and standard passenger fees, as well as document which policies encourage standardization across routes and which policies facilitate variation among routes. If additional documentation is deemed necessary, the Committee will develop a plan for collection and dissemination. The Committee will establish standard procedures to guide commercial policy updates. To the extent feasible, Amtrak will work collaboratively and expeditiously with the States to develop new or refined commercial policies, with finalization expected within 60 days of a proposed change.

2.5 **Capital Plans. [Reserved]**

2.6 **Marketing Collaboration. [Reserved]**

3 Operating-Cost Obligations

3.1 Overview

Each State with a route covered by this Policy is obligated to pay Amtrak for certain costs of operating its route(s). This is known as the State's Operating-Cost Obligation. The amount is determined by summing charges for the Operating-Cost Categories listed in Section 3.5.

Many State charges are derived from past Amtrak actual costs. Although rates derived from historical costs will not exactly reflect actual current service delivery costs, the system in this Policy, which periodically updates rates as new historical data becomes available, will tend to bring charges into line with actual service delivery costs over time while insulating the States from large month-to-month swings in charges.

Operating Agreements between Amtrak and the States may address issues beyond the scope of this Policy, including additional services paid for by the States or performance penalties or incentives agreed to by the parties.

3.2 Operating-Cost Charging Methods

Section 3.2 describes methods used for developing Operating-Cost charges. For information regarding implementation of charges, see Section 7. (For detailed descriptions of how individual charges are calculated, see Appendix C.)

3.2.1 Operating-Cost Charge Types. Each Operating-Cost Subcategory uses a single Operating-Cost Charge Type. Where an Operating-Cost Category has no subcategories, it uses a single Operating-Cost Charge Type. There are four operating-cost Charge Types.

3.2.1.1 Usage Charges. Usage Charges are arrived at by multiplying an accepted Usage Rate by the actual units of service or activity used during an Invoicing Period. The Usage Rate is a pre-set cost for a unit of activity (e.g., a cost per hour for a class of workers or a cost per mile a train travels). A stable rate applied to actual current operations enhances cost predictability while ensuring that the States pay for the actual level of service received. Usage Rates are determined using actual past cost data from Amtrak's general ledger and statistics collected by Amtrak for the actual number of past units of service or activity. Usage Rates may be national and applied to all routes uniformly, or regional or local and applied to different routes at different levels based on observed variations in past delivery costs. Each Usage Rate is determined by summing historical costs appropriate for inclusion in the rate from the selected Base Year(s)—referred to as the Cost Pool for the rate—then dividing the Cost Pool by the sum of the operating statistics for the Base Years. The process yields an unadjusted rate, which is then escalated for inflation.

3.2.1.2 Flat Charges. A Flat Charge results from applying a pre-calculated Flat Rate. The Flat Charge method is used where normal variations in the level of train service are unlikely to affect an item's cost. For example, utility costs at a rail station open 12 hours per day are likely to be the same whether it hosts four trains per day or eight. Flat Rates are determined by establishing a Cost Pool of actual costs from one or more Base Years from, escalating the Cost Pool for inflation, and allocating the Cost Pool among routes in proportion to actual past shares of utilization of the facility or item in the Base Years. . . Wherever possible, Flat Rates are unique to a specific facility. Flat Charges remain stable during a Fiscal Year regardless of fluctuations in operating levels.

- 3.2.1.3 **Pass-Through Charges.** A Pass-Through Charge is an amount that varies based on actual third-party costs Amtrak pays in relation to a route. Pass-Through Charges cover items where neither the States nor Amtrak directly controls the cost of the item, such as fuel purchases. Amtrak will provide information to validate each route's share of pass-through costs. For each Invoicing Period, Pass-Through Charges will be expressed as the State's share of the actual activity cost during the Invoicing Period.
- 3.2.1.4 **Percent Charges.** The percent charging method is used when the cost to be charged is a stable and predictable share of a base amount. The States are charged a pre-set percentage (the Percent Rate) of a relevant set of costs. The Percent Rate is calculated by dividing the costs to be recovered in the Base Year(s) (known as the Cost Pool) by the Cost Base in the Base Year(s), which is the universe of expenses over which these costs are to be spread (e.g., all ticket revenue or all Amtrak operating and capital expenses). For each Invoicing Period, the charge will be the Cost Base for the State's route(s) for the Invoicing Period multiplied by the Percent Rate.
- 3.2.2 **Inflation.** In calculating Usage Rates and Flat Rates, unadjusted prior year cost data will be escalated for inflation as follows:
- (a) Wage costs will be escalated based on the wage increase rates for Amtrak agreement labor in collective bargaining agreements;
 - (b) Salary costs will be escalated based on figures reported by Amtrak of increases for salaried employees;
 - (c) All other costs will be escalated based on figures provided by Amtrak regarding changes to non-labor, non-insurance costs.
- 3.2.3 **Data Adjustment.** Each cost in Amtrak's general ledger is labeled with one or more attributes or tags. For example, a cost could have a tag identifying the facility where the cost was incurred, the train aboard which the cost was incurred, or the type of cost. On occasion, a cost might have tags that conflict with one another. For example, a charge may have tags associated with a facility in one State and, at the same time, a route that operates only in another State. Observation indicates that the aggregate value of these anomalies is small. Rates will be calculated after excluding these anomalous costs pursuant to technical documentation maintained by the Committee.
- 3.2.4 **Labor Costs.** The States will be charged for Amtrak labor by summing direct labor costs and fringe costs. Fringe costs will be determined by multiplying historical direct labor costs by a fringe rate specific to the Fiscal Year. Separate fringe rates will be used for straight-time wages, overtime wages, and salaries. The Committee will approve the fringe rates applied for any Fiscal Year as described in Section 7.1.4. To prevent double counting, specific general ledger line items that record actual monthly expenses for employee fringe benefits and paid time off will be excluded from the Cost Pool used in calculating charges to the States.

3.3 Federal Payment

The following costs are identified for payment by the Federal Government, and Amtrak will include a request for funding sufficient to cover these costs in its annual grant requests to Congress.

- 3.3.1 **Police and Security.** Amtrak police and security are integral to broader federal counterterrorism, emergency management, and public safety efforts. Moreover, arriving at a State's "proportionate share, based upon factors that reasonably reflect relative use," as required in PRIIA 209, for police and security costs is difficult. Any third-party security costs at

stations are considered a station-operations cost and are not assigned to the Federal Government.

- 3.3.2 **Insurance.** Amtrak maintains various forms of property, liability, and other insurance and reinsurance. Coverage applies to all Amtrak facilities, trains, personnel, and activities nationwide. The coverage is foundational to Amtrak’s ability to operate, and the States have no ability to influence it. Moreover, arriving at a State’s “proportionate share, based upon factors that reasonably reflect relative use,” as required in PRIIA 209, is difficult. Therefore, the Policy assigns insurance costs to the Federal Government. The States will pay for certain route-specific insurance provided by Amtrak as agreed to in Operating Agreements. This includes buy-back insurance for certain State-owned rolling stock.
- 3.3.3 **Amtrak Host Railroad Costs Not Charged to the States.** Where Amtrak operates on privately owned track, it pays access fees to the host railroads for only the incremental costs of Amtrak’s use. The actual host railroad charges to Amtrak are passed through to the States whose routes operate over privately owned track. Some State-Supported Routes, however, operate over Amtrak-owned track. In the interest of treating all the States uniformly, the Policy assigns a Synthetic Host Railroad Charge to these routes, which is intended to be on par with the private host railroad charges Amtrak pays. The Policy identifies any difference between the Synthetic Host Railroad Charges that the States pay for operating over Amtrak-owned track and fully allocated costs as a federal responsibility.
- 3.3.4 **Backshops and Fleet Engineering.** These activities are foundational to Amtrak’s ability to operate, and the States have no ability to influence them, so they are assigned to the Federal Government.
- 3.3.5 **Associated Costs.** National Corporate Expenses associated with the activities listed above.

3.4 Base-Increment Trains

A Base-Increment Train is any train comprising multiple legs where, for financial purposes, each leg is treated as a separate train and is associated with a unique route. A route with Base-Increment Trains is a Base-Increment Route. Base-Increment Routes have two legs: the Base Leg and the Increment Leg. The Committee’s intent for the Policy is to prevent costs or revenues that accrue on one leg from being assigned to the other leg.

- 3.4.1 **NEC Base-Increment Trains.** An NEC Base-Increment Train runs partially on the NEC Main Line. The NEC Main Line portion of the route is the Base Leg, and the share of expenses and revenue assigned to it will be applied to the Northeast Regional route. The non-NEC Main Line portion of the route is the Increment Leg, and the share of expenses and revenue assigned to it will be applied to the respective State-Supported Route. Costs will be assigned to the Increment Leg using operating statistics for that leg only. Revenue on the Increment leg will be fully credited to the State(s). Where the Increment Leg travels through more than one State, the State(s) will develop a method for sharing costs and revenue among themselves. The State(s) may choose one of the following methods for assigning costs on the Base Leg and through-revenue (i.e., revenue from trips with one endpoint on the Base Leg and one endpoint on the Increment Leg):
 - 3.4.1.1 **Method 1: Passenger Mile Split.** Through-revenue is split between the State(s) and Amtrak proportionate to passenger miles traveled on the Base Leg and Increment Leg, and Amtrak is responsible for all operating and capital costs on the Base Leg; or
 - 3.4.1.2 **Method 2: Through-Revenue Plus Passenger Mile Charge.** Through-revenue is credited to the State(s), and the State(s) pay a rate per passenger mile traveled

by through riders on the Base Leg to represent an allocated share of Amtrak's operating and capital costs on the NEC Main Line.

- 3.4.2 **Other Base-Increment Trains.** For any Base-Increment Train where neither leg runs on the NEC Main Line, the parties that fund the route will agree to a method for sharing costs and revenue among the respective legs, which will be documented and provided to the Committee to be reflected in the Operating-Cost Model.

3.5 **Operating-Cost Categories**

Operating-Cost Obligations will be in the Operating-Cost Categories shown below, including all subcategories. Costs to be charged in each category and subcategory and the methods for sharing those costs among routes are described in Appendix C.

- (a) Train and Engine Crews
- (b) On-Board Services
- (c) Car and Locomotive Maintenance
- (d) Stations
- (e) Terminal Yards
- (f) Credit Card Fees
- (g) Call Center
- (h) Dispatching
- (i) National Corporate Expenses
- (j) Commercial Performance
- (k) Host Railroad Charges
- (l) Fuel and Power
- (m) Connecting Motor Coach
- (n) On-Board Wi-Fi
- (o) Passenger Inconvenience
- (p) Route-Specific Insurance

4 Capital-Cost Obligations

Until the Policy includes new charging methods for capital costs, they will be charged per the requirements of version 8.00 of the Policy.

5 Revenue

5.1 Overview

The States retain the revenue associated with their route(s) and a share of certain revenue that Amtrak allocates across all routes. In general, a State should receive a share of any revenues derived from activities for which the State bears an Operating-Cost Obligation associated with the activity that generates the revenue. Revenues should not be allocated to the States where the Federal Government bears the costs associated with the revenue.

5.2 Sources

Amtrak generates revenue from multiple sources. The States retain the following sources of revenue:

- 5.2.1 **Passenger-Related Revenue.** Ticket revenue and related fees associated with a route, including revenue from individual ticket sales, rail passes, group sales, Amtrak/railroad employee travel, thruway bus ticket sales, ticket sales related to Amtrak loyalty programs, special movements, private car revenue, change/cancellation fees, bicycle and pet fees, and business interruption insurance.
- 5.2.2 **Food-and-Beverage Revenue.** Revenue associated with sales on-board trains for the route.
- 5.2.3 **Other Revenue.** Additional revenue associated with other Amtrak activities that is allocated across all Amtrak routes, including baggage fee revenue, Amtrak package shipping revenue, co-branded commissions (e.g., commissions related to the Amtrak-branded credit card), online advertising commissions (e.g., internet “tipping”), loyalty marketing revenue, and other miscellaneous items (e.g., lease of Amtrak-owned rolling stock to third parties, permits for entry onto Amtrak-owned right of way, sales of Amtrak-owned rolling stock for scrap, sales of Amtrak-branded passenger amenity kits, sales of Amtrak-branded merchandise, shipping fees for ticket purchases, and police forfeitures of assets).

5.3 Reporting and Documentation

All sources of revenue will be defined in a revenue documentation report, which the Committee will develop and confirm annually. Amtrak will report actual revenue received monthly with a detailed breakdown as agreed to in the revenue documentation report.

5.4 Operating Surplus

If a route achieves an operating surplus over a Fiscal Year pursuant to the charging methods in the Policy, the surplus funds will be applied, at the option of each State, to (a) operating payments for other routes supported by the State; (b) rolling stock capital charges for the State; (c) other agreed-upon capital activities for the State; or (d) as a refund to the State, which the State can choose to receive as a credit on future invoices.

6 Reporting

6.1 Tracking and Reporting Underlying Costs

In advance of a Fiscal Year, Amtrak will provide budget projections for a route's key facilities and cost centers based on the Amtrak AOP for the Fiscal Year. Each quarter, Amtrak will provide cost and operating data for the preceding quarter to the Committee so it may provide the States with insight into cost trends as they are occurring, possible effects of future reconciliations, and how rates might change in the future. The Committee will provide this information to any State that requests it.

6.2 Provisions for Specific Cost Categories

- 6.2.1 **Route Advertising.** Amtrak will provide the State(s) any market research or other analysis it relies on to plan and manage route advertising and any results regarding its performance.
- 6.2.2 **Connecting Motor Coach.** Amtrak will provide the State(s): (a) any information it has regarding costs of connecting motor coach service, effects on rail revenue and ridership of providing such services, and the pricing of such services, (b) any analysis it relies on to acquire motor coach contractors, and (c) any information it has regarding performance of connecting motor coach services.
- 6.2.3 **Police and Security.** For informational purposes, Amtrak will provide the States an annual summary of police headcount by field office.
- 6.2.4 **Labor Costs.** For labor charged on a cost-per-hour basis, Amtrak will report labor hours by location broken down among time necessary to operate service (e.g., before, during, and after revenue service), Extra-Board Time, Guarantee Time, and other.

6.3 Data Improvement Plan

Prior to July 1, 2024, the Committee will develop and approve a plan for improving the data provided by Amtrak for developing rates and tracking financial performance. This plan will include, at a minimum, an approach to and schedule for the following elements.

- 6.3.1 Amtrak will provide the Committee with technical documentation of the systems that generate the operating statistics used to calculate rates.
- 6.3.2 Amtrak will provide the Committee a description of its plans to improve data and reporting systems and to utilize standard and consistent formats and definitions in all data reported to the States, including any necessary technology investments or staffing changes.
- 6.3.3 Amtrak and the States will explore and implement methods for improving the understanding of baggage transactions by route at each station and the level of cash transactions by route. Information gained will allow the Committee to assess the costs, benefits, and potential timing of any new data reporting.
- 6.3.4 Any additional data improvements the Committee identifies.

6.4 Pilot Study on Isolating Route-Specific Costs

Prior to FY2025, the Committee will complete a pilot study of a single route or a set of routes to document how route-specific activities are tracked in Amtrak's financial system, identify advantages and disadvantages of doing so, and assess any technical steps required to better isolate each route's expenses within Amtrak's general ledger. Amtrak and the State(s) involved may agree to implement steps identified by the study to the route(s) subject to the pilot. The Committee may determine whether additional analysis is needed for additional routes or if any improvements developed in the pilot should be applied to all routes as part of the normal course of business.

7 Implementation

7.1 Operating-Cost Charges, Invoicing, and Reconciliation

7.1.1 Development and Acceptance of Rates

7.1.1.1 **Before the Start of a Control Period.** The Committee will apply the methods described in the Policy and associated technical documentation to develop a proposed rate schedule for future operating cost charges.

- (a) **Custom Rates.** If a case arises where the methods cannot be applied due to lack of data, a Cost Pool not representing current operations, or another reason that makes it unlikely for the methods to produce a reasonably accurate result (including changes in operating practices, staffing, or other factors that cause a route's share of actual costs to differ meaningfully from the rate), the Committee may develop a custom rate designed to reflect actual ongoing costs accurately.
- (b) **Incomplete Rates.** If a member believes a proposed rate does not accurately reflect actual costs for its route(s), it will notify the Committee, and the proposed rate will be classified as incomplete. When the Committee accepts the rate schedule, incomplete rates will not go into effect. Instead, the route(s) involved will be charged for the activity as determined in Section 7.1.7. The parties involved will resolve any incomplete rates as quickly as possible and submit them to the Committee for acceptance at the next quarterly meeting. Once agreed to by the parties involved and accepted by the Committee, any such rate will be retroactive to the date on which the rate schedule went into effect.
- (c) **Finalization.** The proposed rate schedule will be presented to the Committee for acceptance.

7.1.1.2 During a Control Period.

- (a) **Rate Review.** For any rate established under the Policy, a State or Amtrak may request that the rate be reviewed during a Control Period. The State(s) paying the rate and Amtrak will work with the Committee to analyze the rate and determine if changes in operating practices, staffing, or other factors are causing actual costs to differ meaningfully from the rate being applied. If a meaningful difference exists, a new rate will be developed to reflect actual costs more accurately, known as a Mid-Period Adjustment.
- (b) **Mid-Period Adjustments.** A proposed Mid-Period Adjustment that affects more than one member—for example, a revision to usage shares at a shared facility that would cause some users' charges to fall and others' charges to rise correspondingly—will be applied only after all parties involved have agreed to the adjustment. The Committee may develop a threshold for Mid-Period Adjustments. The Committee expects Mid-Period Adjustments to focus on cases where differences between charges and actual costs are significant and are unlikely to be recovered by other Policy mechanisms.

- 7.1.2 **Control Period.** Unless otherwise agreed by the Committee, a rate schedule for operating costs will apply during a Control Period that begins at the start of a Fiscal Year and lasts for one or more years. The Committee will determine the length of a Control Period.
- 7.1.3 **Base Years.** For each Control Period, the Committee will approve the prior year or years of Amtrak general ledger cost and performance data to use for calculating rates, known as the Base Year(s).
- 7.1.4 **Fringe Rates.** For each Base Year, the Committee will approve the fringe rates to be used in calculating benefits costs.
- 7.1.5 **Annual Schedule.** Amtrak will provide cost data, revenue data, and operational statistics required to calculate rates for the Control Period by December 31 (i.e., nine months before October 1). Amtrak will provide the committee with preliminary estimates of operating statistics and Pass-Through Charges for the upcoming Fiscal Year by February 15. The committee will complete draft rates and estimated charges for all routes by March 15, which can be used to guide the States and Amtrak in making budget decisions. Amtrak will provide final forecasts of operating statistics and Pass-Through Charges for the upcoming fiscal year by May 15. All rates will be submitted for acceptance by June 30.
- 7.1.6 **Inflation.** The Committee will approve the inflation adjustments used for any Control Period as described in Section 3.2.2. Before a Control Period, the Committee may: (a) develop a rate schedule for each Fiscal Year of the Control Period based on inflation projections available at the time or (b) develop a rate schedule for only the first year of the period and agree to develop a rate schedule for subsequent years of the period when new inflation projections become available. Any adjusted rates for a subsequent Fiscal Year will be agreed to before the year starts.
- 7.1.7 **Default Charging Method.** At the start of a Control Period, for any incomplete rate, the State(s) involved will be charged at the previously accepted rate escalated for inflation pursuant to Section 3.2.2. Where a previously accepted rate for the item does not exist, the State will be charged using the incomplete rate shown in the rate schedule until a revised rate is accepted or the original rate is confirmed. Once a revised rate is accepted, an adjustment will be made to prior invoices to reflect the new rate.
- 7.1.8 **Choice of Invoicing Method.** The State(s) may choose the methods Amtrak will use to generate invoices and will notify the Committee before the start of the Fiscal Year.. The State(s) may choose a different method each Fiscal Year.
- 7.1.8.1 **Standard Invoicing Method.** The State's costs will be invoiced using the charging methods described in Section 3 and throughout the Policy, based on actual month-to-month operating levels.
- 7.1.8.2 **Fixed-Cost Invoicing Method.** The State's costs will be invoiced using the charging methods described in Section 3 and throughout the Policy, based on advance estimates of likely operating levels for the Fiscal Year.
- 7.1.8.3 **Revenues.** In addition, regardless of the cost invoicing method chosen, the State(s) may elect either actual revenues or estimated revenues (based on an Amtrak projection of the revenues that would likely result from operating the service).

- 7.1.9 **Performance of Calculations.** Proposed rates, and any proposed Mid-Period Adjustments to rates, will be calculated by the Committee and its staff using a technical system that conforms with the requirements of the Policy.
- 7.1.10 **Operating-Cost Reconciliation.** Before the start of a Fiscal Year, a State using the standard invoicing method will inform the Committee in writing that it opts to have its charges for the Fiscal Year reconciled. Total charges to the State for the Fiscal Year for all routes will be compared to actual costs for the State for the Fiscal Year for all routes. If charges are lower than actual costs, the State will pay Amtrak the difference. If charges are higher than actual costs, Amtrak will credit the State with the difference.
- 7.1.10.1 **Payment or Credit.** The payment or credit will be applied as a fixed monthly amount on the invoices to the State during the Fiscal Year that starts after the reconciliation calculation is completed.
- 7.1.10.2 **Calculation of Actual Costs.** Actual costs for a State for a Fiscal Year will be determined as follows:
- (a) For a Usage Charge, by calculating the actual Usage Rate and multiplying it by the actual units consumed;
 - (b) For a Flat Charge, by calculating the actual Cost Pool and multiplying by the actual share of usage;
 - (c) For Percent Charges, by calculating the actual Cost Pool, dividing it by the actual Cost Base to yield a revised Percent Rate, and then applying the Percent Rate to actual charges.
- 7.1.10.3 **Benefits Costs.** The Cost Pools for charges will include benefits costs, which will be determined using the actual fringe rates for each labor type for the Fiscal Year.
- 7.1.10.4 **Limitation.** A reconciliation performed for one State may not affect amounts charged to another State.

7.2 **Capital-Cost Charges, Invoicing, and Reconciliation**

Until the Policy includes new charging methods for capital costs, they will be charged per the requirements of version 8.00 of the Policy.

7.3 **Access to Data**

The States will have access to all data used to generate rates, including Amtrak general ledger costs and their coding and operating and other statistics.

7.4 **Independent Review**

For each Control Period, a third party will be engaged to perform an independent review of the Operating-Cost Model. The Committee will confirm the scope, schedule, and analytical method of the independent review. At a minimum, the independent review will evaluate whether the methods for calculating rates and the data used for the calculations comply with the Policy and evaluate the validity of input costs, revenue, and operating statistics. The independent review may identify actions for the Committee to consider, including improvements to the Operating-Cost Model and revisions to previously calculated rates. During the Control Period, the third party will review a sample of actual invoices from time to time for compliance with the Policy's requirements. The third party will be wholly independent of other Amtrak financial reporting activities.

7.5 **Dispute Resolution**

- 7.5.1 **Principles.** To the extent feasible, Amtrak and the States will resolve disputes in relation to the Policy within the Committee’s ordinary business practices. The dispute resolution procedures established by the Policy or through subsequent action of the Committee do not supplant or supersede any dispute resolution provisions in federal or state statutes or in an Operating Agreement or other bilateral agreement. The procedures established by the Policy do not purport to be deliberative or quasi-judicial; they are intended to provide informal assistance to Amtrak and the States in resolving disputes.
- 7.5.2 **Dispute Types.** The dispute resolution procedures identified in the Policy apply to any disputes over implementing the Policy, including (a) how the Policy applies to the development or application of any rate, (b) actual amounts invoiced or paid, or (c) how the Policy applies, including but not limited to, staffing, staffing charges, or other matters considered during a Strategic Management Review as described in Section **Error! Reference source not found.**
- 7.5.3 **Limitation.** Section 7.5 does not apply to disputes between members of the Committee regarding issues unrelated to the Policy.
- 7.5.4 **Dispute Resolution Procedures.** Upon request from either Amtrak or a State, the Committee will assist the parties with resolving a dispute. As part of this assistance, any member may request all other members’ perspectives on questions of Policy interpretation. Where no resolution is achieved and the parties agree to arbitration, the Committee will identify at least one independent, third-party arbitrator (provided by the Committee) to review the dispute and issue a non-binding recommendation. Unless otherwise agreed to by the parties, the Committee will establish a 60-day deadline for the arbitrator to issue a recommendation.

7.6 **Invoicing**

Unless otherwise agreed by Amtrak and a State, Amtrak will issue invoices to the States monthly. The Committee may specify elements of a standard invoice format.

8 Policy Governance

8.1 Term

The Policy covers a six-year period, FY2023 to FY2028, except that the Operating-Cost charging methods cover FY2024 to FY2028. The Policy will not apply beyond this term without an action by the Committee to amend or extend it.

8.2 Policy Revisions

The Committee may revise the Policy from time to time, and the Committee intends to continue to refine and revise it, including as described below in Section 8.3.

8.3 Items for Additional Attention by the Committee

The Committee agrees that it will work to resolve the following matters and either include the resolution in future updates to the Policy or in improvements to data and reporting systems maintained by Amtrak or by the Committee.

- 8.3.1 **Operating Costs.** The committee will review the charging methods for the following operating costs and affirm or revise the methods for Fiscal Year 2025. Any new method approved by the Committee will replace previous charging methods.
 - (a) For Train and Engine Crew Supervision; National Corporate Expenses; and Commercial Performance, clarify the activities included in the charges, define how those activities benefit the State-Supported Routes (and whether some activities benefit some routes more than others), and modify the charging method including allocators (if necessary)
 - (b) Terminal Yards
 - (c) TSSSA contracts, including identifying a potential process for the States to work with Amtrak to establish the cost of an agreement
 - (d) The assignment of ticket agent costs at Shared Stations between Ticket Agents–Baggage and Ticket Agents–Ticketing
 - (e) Clarification, as needed, of the approach to expenses associated with State-owned assets
- 8.3.2 **Route Cost Forecasting.** For Fiscal Year 2025, the Committee will clarify the schedule and procedures for route cost forecasting in a way that considers the diversity among members with regard to fiscal years, contract periods, charging methods, and choices regarding reconciliation.
- 8.3.3 **Capital Costs.** For Fiscal Year 2025, the Committee will review and either affirm or refine the charging method for capital costs. This review will consider how, if at all, to account for prior or current State capital investments that may benefit Amtrak.
- 8.3.4 **Commercial Revenue at Stations.** For Fiscal Year 2025, the Committee will undertake a review to ensure that commercial revenue is assigned properly at stations. As part of the review, Amtrak will provide the States with a detailed breakdown of potential additional revenue sources.
- 8.3.5 **Commercial Performance**
 - 8.3.5.1 **Opt-Outs.** To assure that State charges and any associated shared revenues accurately reflect use of various Amtrak functions, the Committee will develop methods for determining which of the Commercial Performance subcategories a State uses and to what degree.

8.3.5.2 **State Marketing Expenses.** The Committee will evaluate whether State marketing expenses benefit other Amtrak services and whether any Amtrak marketing expenses not allocated to States benefit States, and if so, whether to recognize those benefits in Commercial Performance charges.

8.3.6 **Pass-Through Charges.** The Committee will document how third-party costs are charged to the States, including how costs are aggregated, assigned, and allocated (where appropriate).

8.3.7 **Administrative Charges.** The Committee may review the approach for including non-third-party costs in Operating-Cost Categories or Operating-Cost Subcategories that use the Pass-Through Charge charging method.

8.4 **Policy Evaluation**

On an annual basis, the Committee will evaluate the Policy's implementation, evaluate performance of the Members in meeting its requirements, assess potential challenges to future implementation, catalog recommendations by Members in all areas, and assess the need for refinements to the Policy to meet the Committee's objectives. An evaluation summary covering the most recently ended Fiscal Year will be provided to the Congress, no later than March 31. This summary will report both the consensus views of the Committee and any notable views of one or more members around which consensus has not yet formed. At the option of any member, the summary will include additional views of the member.

9 Appendices

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Appendix A. The State-Supported Routes

APT_RT_03: Ethan Allen Express
APT_RT_04: Vermonter
APT_RT_07: Maple Leaf
APT_RT_09: The Downeaster
APT_RT_11: Berkshire Flyer
APT_RT_12: New Haven-Springfield
APT_RT_14: Keystone Service
APT_RT_15: Empire Service
APT_RT_20: Chicago-St. Louis
APT_RT_21: Hiawathas
APT_RT_22: Wolverines
APT_RT_23: Illini
APT_RT_24: Illinois Zephyr
APT_RT_29: Heartland Flyer
APT_RT_35: Pacific Surfliner
APT_RT_36: Cascades
APT_RT_37: Capitols
APT_RT_39: San Joaquins
APT_RT_40: Adirondack
APT_RT_41: Blue Water
APT_RT_46: Washington-Lynchburg
APT_RT_47: Washington-Newport News
APT_RT_50: Washington-Norfolk
APT_RT_51: Washington-Richmond
APT_RT_56: Kansas City-St. Louis
APT_RT_57: Pennsylvanian
APT_RT_65: Pere Marquette
APT_RT_66: Carolinian
APT_RT_67: Piedmont

Appendix B. Glossary

1. **Annual Operating Plan (AOP).** The plan adopted by Amtrak each year that describes and funds the initiatives it will undertake during a Fiscal Year.
2. **APT.** Amtrak Performance Tracking; the company's financial reporting system that allocates revenues and costs to Amtrak trains, routes, and other business lines.
3. **Base-Increment Route.** A route with Base-Increment Trains is a Base-Increment Route.
4. **Base-Increment Train.** Any train comprising multiple legs where, for financial purposes, each leg is treated as a separate train and is associated with a unique route.
5. **Base Leg.** The portion of a route traveled by a Base-Increment Train shared by multiple Base-Increment Routes is a Base Leg.
6. **Base Year.** A Fiscal Year designated by the Committee from which cost and performance data are used to calculate rates. For any Rate Schedule, one or more Base Years may be used.
7. **Capital-Cost Obligation.** [Reserved]
8. **Charge Type.** For Operating-Cost Obligations, there are four Charge Types, depending on the Operating-Cost Category or Operating-Cost Subcategory: (a) Usage Charges, (b) Flat Charges, (c) Pass-Through Charges, and (d) Percent Charges.
9. **Control Period.** A length of time—which the Committee will establish for each rate schedule—during which the Usage Rates, Flat Rates, and Percent Rates will remain stable, or will be escalated only to account for inflation.
10. **Cost Base.** A collection of Amtrak costs used as the denominator to calculate a Percent Rate.
11. **Cost Pool.** The sum of historical costs during a selected period used as the numerator to calculate a Usage Rate, Flat Rate, or Percent Rate.
12. **Crewbase.** The location, assigned by the operator to the crew member, from where a crew member normally starts and ends a duty period or series of duty periods and where, under normal circumstances, the operator is not responsible for the crew member's accommodations.
13. **Extra-Board Time.** A labor cost resulting from having excess staff to prevent unexpected events (e.g., unscheduled employee leave, late trains, and weather disruptions) from interrupting train service.
14. **FAST Act.** The Fixing America's Surface Transportation Act, Public Law 114-94. Section 11204(a) established the State-Supported Route Committee (SAIPRC) and authorized the Committee to amend the cost allocation methodology required and previously approved under PRIIA 209.
15. **Financial Obligation.** The total amount of Operating-Cost Obligations and Capital-Cost Obligations that a State owes to Amtrak.
16. **Fiscal Year (FY).** Runs from October 1 of one calendar year through September 30 of the following calendar year.
17. **Fixed-Cost Invoicing Method.** An alternative to the Standard Invoicing Method, in which Amtrak's invoices will (a) for costs, be representative of an estimate prepared in advance of a Fiscal Year of the charges that would likely result from the Standard Invoicing Method and (b) for revenue, be representative of actual revenue or, if a State elects, estimated revenue
18. **Flat Charge.** A Flat Charge is a charge to a State that results from a Flat Rate.
19. **Flat Rate.** A Flat Rate is determined by establishing a Cost Pool for a facility or item using past cost data, escalating it for inflation, and allocating the Cost Pool among routes in proportion to past

utilization. Flat Rates are expressed in dollars per year and do not vary during the year with operating levels.

20. **Food-and-Beverage Revenue.** See Section 5.2.2.
21. **Guarantee Time.** A labor cost resulting from collective bargaining agreement commitments to provide pay for a full shift once a worker reports for duty (even if a worker is not assigned any tasks during all of the shift).
22. **Increment Leg.** The portion of a route traveled by a Base-Increment Train not on the Base Leg.
23. **Invoicing Period.** The interval covered by an invoice, which is typically a calendar month, unless a State and Amtrak agree to a different interval.
24. **Long-Distance Route.** A route of more than 750 miles between endpoints operated by Amtrak as of October 16, 2008 (PRIIA's enactment date).
25. **Mid-Period Adjustment.** An adjustment made during a Control Period to an accepted rate to reflect costs more accurately.
26. **NEC Base-Increment Train.** An NEC Base-Increment Train is a Base-Increment Train with a base leg on the NEC Main Line.
27. **Northeast Corridor (NEC) Main Line.** The segment of the continuous railroad line, not including branch lines, between Boston, Massachusetts, and Washington, DC.
28. **Operating Agreement.** Any of the agreements between Amtrak and a State or States relating to rail passenger service by Amtrak on a State-Supported Route.
29. **Operating-Cost Category/Operating-Cost Subcategory.** One of the categories or subcategories shown in Section 3.5 and detailed further in Appendix C that includes costs for a facility, activity, or item.
30. **Operating-Cost Model.** Software tools that take inputs from Amtrak systems and calculate Operating-Cost Obligations as described in Section 3 and Appendix C.
31. **Operating-Cost Obligation.** The total amount a State owes to Amtrak under the Policy for operating costs, composed of charges in specific Operating-Cost Categories as set forth in Section 3, or estimates of those charges.
32. **Passenger-Related Revenue.** See Section 5.2.1.
33. **Pass-Through Charge.** An amount that varies from month to month based on actual third-party costs Amtrak pays in relation to a route.
34. **Percent Charge.** A Percent Charge is the product of a Percent Rate and a route's Cost Base.
35. **Percent Rate.** A Percent Rate, used to calculate Percent Charges, is the Cost Pool for an Operating-Cost Category or Operating-Cost Subcategory divided by the Cost Base for the Operating-Cost Category or Operating-Cost Subcategory.
36. **PRIIA.** The Passenger Rail Investment and Improvement Act of 2008, Public Law 110-432.
37. **Rolling Stock Type.** A collection of rolling stock units that have similar or identical make, model, design, and specifications (such as passenger capacity) that are or can be used interchangeably. Where rolling stock units of a similar or identical type are clustered into separate pools used only for some routes or States, each pool is a separate Rolling Stock Type.
38. **SAIPRC or the Committee.** The State-Supported Route Committee established in 49 U.S.C. 24712(a).

39. **Section 209 or PRIIA 209.** Section 209 of PRIIA (div. B of Public Law 110–432), which is set out as a note in 49 U.S.C. 24101.
40. **Shared Station.** A station used for both the State-Supported Routes and the Long-Distance or NEC Routes.
41. **Sole-Use Station.** A station used for the State-Supported Routes only, for which the States will pay all costs for staffing, operations, maintenance, and supervision.
42. **Standard Invoicing Method.** Applies the charging methods described in Section 3 using actual levels of train operations during the Invoicing Period and actual revenues as described in Section 5 or estimated revenue (if a State elects).
43. **State.** Either of the following that sponsors the operation of trains by Amtrak on a State-Supported Route: (a) any of the States or the District of Columbia or (b) a public entity.
44. **State-Supported Route.** A route operated by Amtrak, described in 49 U.S.C. 24102(13), of not more than 750 miles between endpoints and with at least one endpoint off the Northeast Corridor Main Line.
45. **State Supported Service Line.** The Amtrak service line, identified in 49 U.S.C. 24320(b), that provides intercity rail passenger transportation and supporting services (not on the NEC) for the States along short-distance corridor routes of not more than 750 miles between endpoints.
46. **Technical Support and Spares Supply Agreement (TSSSA) Contract.** A contract with a rolling stock manufacturer under which the vendor provides both spare parts and ongoing technical support for rolling stock maintenance.
47. **Usage Charge.** A Usage Charge is the product of the Usage Rate and the units of activity for an Operating-Cost Category or Operating-Cost Subcategory attributable to a State-Supported Route
48. **Usage Rate.** The Usage Rate is a cost for a unit of activity (e.g., a cost per hour for a class of workers or a cost per mile a train travels) that is calculated by dividing the Cost Pool for an Operating-Cost Category or Operating-Cost Subcategory (escalated for inflation) by the number of units of activity for the Operating-Cost Category or Operating-Cost Subcategory.

Appendix C. Operating-Cost Charges

1. Appendix C lists the Operating-Cost Categories and Operating-Cost Subcategories that result in State charges, and, for each charge, describes the Charge Type, application method, costs being charged, method of calculation method, and charging.
2. The Operating-Cost Obligation of each State equals the sum of all charges in the categories and subcategories shown below. Where an Operating-Cost Category is broken into subcategories, a State’s charge for the Operating-Cost Category equals the sum of all charges in its subcategories.
3. For all subcategories (excluding subcategories charged as Pass-Through Charges), the following steps are performed but described only in Section 3.2: selection of the Base Year(s) for calculating rates, exclusion of anomalous costs, application of Fringe Rates, escalation of costs from the Base Year(s) to the Fiscal Year where the charges will apply, and summation of escalated costs.
4. The comprehensive methods for calculating all rates will be described in technical documentation.

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C-1. Train and Engine Crews

C-1.1. Engineers–Straight Time

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One Usage Rate applied uniformly to all routes
- (c) **Costs Charged.** Engineer straight-time labor
- (d) **Calculation.** Divide (A) engineer straight-time labor costs nationally by (B) engineer straight-time labor hours assigned to routes nationally to yield (C) a Usage Rate in dollars per labor hour.
- (e) **Charging.** The Usage Rate multiplied by actual engineer straight-time labor hours for the route, including hours necessary to operate service (e.g., before, during, and after revenue service) and Guarantee Time assigned to the route

C-1.2. Engineers–Overtime

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One Usage Rate applied uniformly to all routes
- (c) **Costs Charged.** Engineer overtime labor
- (d) **Calculation.** Divide (A) engineer overtime labor costs nationally by (B) engineer overtime labor hours assigned to routes nationally to yield (C) a Usage Rate in dollars per labor hour.
- (e) **Charging.** The Usage Rate multiplied by actual engineer overtime labor hours necessary to operate service (e.g., before, during, and after revenue service)

C-1.3. Conductors–Straight Time

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One Usage Rate applied uniformly to all routes
- (c) **Costs Charged.** Conductor straight time labor
- (d) **Calculation.** Divide (A) conductor straight-time labor costs nationally by (B) conductor straight-time labor hours assigned to routes nationally to yield (C) a Usage Rate in dollars per labor hour.
- (e) **Charging.** The Usage Rate multiplied by actual conductor straight-time labor hours, including hours necessary to operate service (e.g., before, during, and after revenue service) and Guarantee Time assigned to the route

C-1.4. Conductors–Overtime

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One Usage Rate applied uniformly to all routes
- (c) **Costs Charged.** Conductor overtime labor
- (d) **Calculation.** Divide (A) conductor overtime labor costs nationally by (B) conductor overtime labor hours assigned to routes nationally to yield (C) a Usage Rate in dollars per labor hour.
- (e) **Charging.** The Usage Rate multiplied by actual conductor overtime labor hours necessary to operate service (e.g., before, during, and after revenue service)

C-1.5. Crewbase Supervision and Support

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route at each crewbase
- (c) **Costs Charged**
 - (i) Operation of crewbases and crew layover facilities (e.g., rent, utilities, janitorial services, snow removal, pest control)
 - (ii) Non-capital maintenance of crewbases and crew layover facilities
 - (iii) Equipment and supplies (e.g., small tools, radios, handheld ticketing devices, employee uniforms)
 - (iv) Supervisory and support personnel (e.g., road foremen to oversee engineers; trainmasters to oversee conductors; scheduling clerks)
 - (v) Training and qualification of personnel assigned to the crewbase
 - (vi) Unassigned engineer and conductor labor (e.g., Extra-Board Time)
 - (vii) Personnel support (e.g., work-related travel and accommodation for personnel assigned to the crewbase, miscellaneous supplies)
- (d) **Calculation.** Allocate crewbase costs among routes proportionate to each route's share of assigned engineer and conductor labor hours at the crewbase to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-1.6. District Supervision

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route in each district
- (c) **Costs Charged**
 - (i) District supervisors (e.g., Superintendents and Assistant Superintendents of Operations)
 - (ii) Support staff for district supervisors
 - (iii) Training of personnel assigned to the district
 - (iv) Personnel support (e.g., work-related travel and accommodation for personnel assigned to the district, miscellaneous supplies)
- (d) **Calculation.** Allocate district supervision costs among routes proportionate to each route's share of assigned engineer and conductor labor hours in the district to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-1.7. Regional Supervision

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route in each Region
- (c) **Costs Charged**
 - (i) Regional supervisors (e.g., regional or divisional general managers)

- (ii) Support staff for regional supervisors
- (iii) Training of personnel assigned to the region
- (iv) Personnel support (e.g., work-related travel and accommodation for personnel assigned to the region, miscellaneous supplies)
- (d) **Calculation.** Allocate regional supervision costs among routes proportionate to each route's share of assigned engineer and conductor labor hours in the region to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-1.8. **National Supervision**

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route
- (c) **Costs Charged**
 - (i) Senior managers (e.g., Executive Vice President for Service Delivery and Operations, Vice President for Operations, Assistant Vice President for Operations)
 - (ii) Staff that performs or oversees key transportation functions nationwide (e.g., crew scheduling and dispatching, operations research and planning, train planning and scheduling, network management, consist management)
 - (iii) Staff that performs or oversees safety and operations training nationwide
 - (iv) Support staff for senior managers, operations staff, and training staff
 - (v) Training of above personnel
 - (vi) Personnel support (e.g., work-related travel and accommodation for above personnel, miscellaneous supplies)
- (d) **Calculation.** Allocate national supervision costs among routes proportionate to each route's share of assigned engineer and conductor labor hours nationwide to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-2. On-Board Services

C-2.1. Service Attendants–Straight Time

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One Usage Rate applied uniformly to all routes
- (c) **Costs Charged.** Service attendant straight time labor
- (d) **Calculation.** Divide (A) service attendant straight time labor costs nationally by (B) service attendant straight time labor hours assigned to routes nationally to yield (C) a Usage Rate in dollars per labor hour.
- (e) **Charging.** The Usage Rate multiplied by actual service attendant straight time labor hours for the route, including hours necessary to operate service (e.g., before, during, and after revenue service) and Guarantee Time assigned to the route

C-2.2. Service Attendants–Overtime

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One Usage Rate applied uniformly to all routes
- (c) **Costs Charged.** Service attendant overtime labor
- (d) **Calculation.** Divide (A) service attendant overtime labor costs nationally by (B) service attendant overtime labor hours assigned to routes nationally to yield (C) a Usage Rate in dollars per labor hour.
- (e) **Charging.** The Usage Rate multiplied by actual service attendant overtime labor hours necessary to operate service (e.g., before, during, and after revenue service)

C-2.3. Food, Beverages, and Supplies

- (a) **Charge Type.** Pass-Through Charge
- (b) **Application.** The actual costs for each route
- (c) **Costs Charged.** Cost of food, beverages, and supplies used for the route (e.g., food and non-alcoholic beverages; alcoholic beverages; plates, cups, utensils, paper products, and other non-consumable goods; condiments and other consumable goods; menus)
- (d) **Calculation.** Sum actual cost of food, beverages, and supplies.
- (e) **Charging.** The actual costs for each route

C-2.4. Crewbase Operations and Maintenance

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route at each crewbase
- (c) **Costs Charged**
 - (i) Operation of crewbases (e.g., rent, utilities, janitorial services, snow removal, pest control)
 - (ii) Non-capital maintenance of crewbase facilities.
 - (iii) Equipment and supplies (e.g., small tools, radios, handheld ticketing devices, employee uniforms)

- (iv) Supervisory and support personnel (e.g., crew management and shift supervisors, scheduling clerks, timekeepers)
- (v) Training of personnel assigned to the crewbase
- (vi) Unassigned service attendant labor (e.g., Extra-Board Time)
- (vii) Personnel support (e.g., work-related travel and accommodation for personnel assigned to the crewbase, miscellaneous supplies)
- (d) **Calculation.** Allocate crewbase costs among routes proportionate to each route's share of assigned service attendant labor hours at the crewbase to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-2.5. **Commissary Management and Support**

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route
- (c) **Costs Charged**
 - (i) Operation of commissary facilities (e.g., rent, utilities, janitorial services, snow removal, pest control)
 - (ii) Non-capital maintenance of commissary facilities
 - (iii) Equipment and supplies (e.g., small tools)
 - (iv) Commissary staff (e.g., managing inventory and moving food, beverages, and supplies)
 - (v) Supervisory and support personnel (e.g., commissary operations, contract managers, inventory forecasting)
 - (vi) Training of personnel assigned to commissary facilities
 - (vii) Rental and maintenance of commissary vehicles that move food, beverages, and supplies
 - (viii) Personnel support (e.g., work-related travel and accommodation for personnel assigned to commissary facilities, miscellaneous supplies)
 - (ix) Spoilage
- (d) **Calculation.** Allocate commissary costs nationwide among routes proportionate to each route's share of food, beverage, and supply costs nationwide to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-2.6. **Regional Supervision**

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route in each region
- (c) **Costs Charged**
 - (i) OBS managers
 - (ii) Support staff for OBS managers

- (iii) Training of personnel assigned to the region
- (iv) Personnel support (e.g., work-related travel and accommodation for personnel assigned to the region, miscellaneous supplies)
- (d) **Calculation.** Allocate regional supervision costs among routes proportionate to each route's share of service attendant labor hours in the region to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-2.7. **National Supervision**

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route
- (c) **Costs Charged**
 - (i) Staff that performs or oversees key functions nationwide (e.g., scheduling and dispatching on-board services crews, managing commissary operations and inventory, maintaining food-and-beverage standards and point-of-sale operations)
 - (ii) Staff that performs or oversees on-board services training nationwide
 - (iii) Support staff for senior managers, operations staff, and training staff
 - (iv) Training of above personnel
 - (v) Personnel support (e.g., work-related travel and accommodation for above personnel, miscellaneous supplies.)
- (d) **Calculation.** Allocate national supervision costs among routes proportionate to each route's share of service attendant labor hours nationwide to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-3. Car and Locomotive Maintenance

C-3.1. Car Cleaning and Inspection

- (a) **Charge Type.** Usage Charge
- (b) **Application.** A unique Usage Rate for each route
- (c) **Costs Charged**
 - (i) Inspection of railcars (e.g., for operational performance, safety, and regulatory compliance)
 - (ii) Cleaning of railcars between runs (e.g., vacuuming, cleaning of bathrooms, trash collection)
 - (iii) Small repairs to railcars not coded to the Rolling Stock Type (e.g., replacement of light bulbs, swap out of malfunctioning items)
 - (iv) Operation and maintenance of mechanical facilities—a fraction of the cost at each facility that serves a route, where the fraction is equal to: (A) assignable car cleaning and inspection costs at a facility for the route divided by (B) all assignable car and locomotive maintenance costs at the facility
 - (v) Mechanical material handling—a fraction of nationwide cost, where the fraction is equal to: (A) assignable car cleaning and inspection costs for a route divided by (B) all assignable car and locomotive maintenance costs nationwide
 - (vi) Car cleaning and inspection activity that is not assigned to any route—a fraction of the cost at each facility serving a route, where the fraction is equal to: (A) assignable cleaning and inspection costs for the route at a facility divided by (B) all assignable car cleaning and inspection costs at the facility
- (d) **Calculation.** Divide (A) car cleaning and inspection costs for the route by (B) car trips for the route to yield (C) a Usage Rate for the route in dollars per car turn.
- (e) **Charging.** The Usage Rate multiplied by the actual car turns

C-3.2. Locomotive Cleaning and Inspection

- (a) **Charge Type.** Usage Charge
- (b) **Application.** A unique Usage Rate for each locomotive Rolling Stock Type
- (c) **Costs Charged**
 - (i) Inspection of locomotives (e.g., for operational performance, safety, and regulatory compliance)
 - (ii) Cleaning of locomotives (e.g., vacuuming, trash collection, window cleaning)
 - (iii) Small repairs to locomotives not coded to the Rolling Stock Type (e.g., replacement of light bulbs)
 - (iv) Operation and maintenance of mechanical facilities—a fraction of the cost at each facility where work is done on a locomotive Rolling Stock Type, where the fraction is equal to: (A) assignable locomotive cleaning and

inspection costs for the Rolling Stock Type at a facility divided by (B) all assignable car and locomotive maintenance costs at the facility

- (v) Mechanical material handling—a fraction of the nationwide cost, where the fraction is equal to: (A) assignable cleaning and inspection costs for a locomotive Rolling Stock Type divided by (B) all assignable car and locomotive maintenance costs
 - (vi) Locomotive cleaning and inspection activity that is not assigned to any Rolling Stock Type—a fraction of the cost at each facility where work is done on a locomotive Rolling Stock Type, where the fraction is equal to: (A) assignable cleaning and inspection costs for the locomotive Rolling Stock Type at a facility divided by (B) assignable locomotive cleaning and inspection costs at the facility
- (d) **Calculation.** Divide (A) locomotive cleaning and inspection costs for the Rolling Stock Type by (B) the number of locomotives required of the Rolling Stock Type to yield (C) a Usage Rate in dollars per month per locomotive required.
 - (e) **Charging.** The Usage Rate multiplied by the actual number of locomotives required in a month

C-3.3. **Corrective and Scheduled Maintenance**

- (a) **Charge Type.** Usage Charge
- (b) **Application.** A unique Usage Rate for each Rolling Stock Type
- (c) **Costs Charged**
 - (i) Periodic rolling stock maintenance (e.g., servicing carried out on a set schedule such as every 60 or 180 days such as filter replacement, brake pad replacement, oil changes)
 - (ii) Bad order repairs (e.g., repair of collision damage, repair or replace broken seats, malfunctioning doors, broken windows, malfunctioning toilets)
 - (iii) Minor overhauls not coded as capital maintenance
 - (iv) Operation and maintenance of mechanical facilities—a fraction of the cost at each facility where work is done on a Rolling Stock Type, where the fraction is equal to: (A) assignable corrective and scheduled maintenance costs for the Rolling Stock Type at a facility divided by (B) assignable car and locomotive maintenance costs at the facility
 - (v) Mechanical material handling—a fraction of the nationwide cost, where the fraction is equal to: (A) assignable corrective and scheduled maintenance costs for a Rolling Stock Type divided by (B) assignable car and locomotive maintenance costs
 - (vi) Corrective and scheduled maintenance activity that is not assigned to any Rolling Stock Type—a fraction of the cost at each facility where work is done on a Rolling Stock Type, where the fraction is equal to: (A) assignable corrective and scheduled maintenance costs for the Rolling Stock type at a facility divided by (B) assignable corrective and scheduled maintenance costs at the facility

- (d) **Calculation.** Divide (A) corrective and scheduled maintenance costs for the Rolling Stock Type by (B) unit miles for the Rolling Stock Type to yield (C) a Usage Rate in dollars per unit mile.
 - (e) **Charging.** The Usage Rate multiplied by the actual unit miles
- C-3.4. **Technical Support and Spares Supply Agreements**
- (a) **Charge Type.** TBD
 - (b) **Application.** TBD
 - (c) **Costs Charged.** Costs related to Technical Support and Spares Supply Agreements entered into by Amtrak and a vendor for rolling stock used by the States
 - (d) **Calculation.** TBD
 - (e) **Charging.** TBD
- C-3.5. **Custom Mechanical Flat Charge**
- (a) **Charge Type.** Flat Charge
 - (b) **Application.** A unique Flat Rate for each route
 - (c) **Costs Charged.** As agreed on a case-by-case basis; only applied where Amtrak and the State(s) agree to address non-standard car and locomotive maintenance costs in a manner that cannot be accommodated in other subcategories.
 - (d) **Calculation.** A Flat Rate in dollars per year specially calculated and agreed to by Amtrak and the State(s).
 - (e) **Charging.** The amount of the Flat Rate
- C-3.6. **Custom Mechanical Pass-Through Charge**
- (a) **Charge Type.** Pass-Through Charge
 - (b) **Application.** Unique to each route
 - (c) **Costs Charged.** As agreed on a case-by-case basis; only applied where Amtrak and the State(s) agree to address non-standard car and locomotive maintenance costs in a manner that cannot be accommodated in other subcategories.
 - (d) **Calculation.** As agreed by Amtrak and the State(s).
 - (e) **Charging.** The actual costs as agreed by Amtrak and the State(s)

C-4. Stations

C-4.1. Ticket Agents-Ticketing—Straight Time

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One per-labor-hour rate applied uniformly to all routes to yield a unique Usage Rate for each route at each station
- (c) **Costs Charged.** Ticket agents-ticketing straight time labor
- (d) **Calculation.** Divide (A) ticket agent straight time labor costs nationally by (B) ticket agent straight time labor hours nationally to yield (C) a rate in dollars per labor hour, and (D) multiply the rate by the route's historical share of passenger boards and de-boards at a station to yield the Usage Rate in dollars per hour for the route at the station.
- (e) **Charging.** The Usage Rate multiplied by actual ticket agent straight time labor hours at the station, multiplied by 0.75 to yield hours used for ticketing

C-4.2. Ticket Agents-Ticketing—Overtime

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One per-labor-hour rate applied uniformly to all routes to yield a unique Usage Rate for each route at each station
- (c) **Costs Charged.** Ticket agents-ticketing overtime labor
- (d) **Calculation.** Divide (A) ticket agent overtime labor costs nationally by (B) ticket agent overtime labor hours nationally to yield (C) a rate in dollars per labor hour, and (D) multiply the rate by the route's historical share of passenger boards and de-boards at a station to yield the Usage Rate in dollars per hour for the route at the station.
- (e) **Charging.** The Usage Rate multiplied by actual ticket agent overtime labor hours at the station, multiplied by 0.75 to yield hours used for ticketing

C-4.3. Ticket Agents-Baggage—Straight Time

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One per-labor-hour rate applied uniformly to all routes to yield a unique Usage Rate for each route at each station
- (c) **Costs Charged.** Ticket agents-baggage straight time labor
- (d) **Calculation.** Divide (A) ticket agent straight time labor costs nationally by (B) ticket agent straight time labor hours nationally to yield (C) a rate in dollars per labor hour, and (D) multiply the rate by the route's historical share of passenger boards and de-boards at a station among routes that accept checked baggage to yield the Usage Rate in dollars per hour for the route at the station.
- (e) **Charging.** The Usage Rate multiplied by actual ticket agent straight time labor hours at the station, multiplied by 0.25 to yield hours used for baggage

C-4.4. Ticket Agents-Baggage—Overtime

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One per-labor-hour rate applied uniformly to all routes to yield a unique Usage Rate for each route at each station

- (c) **Costs Charged.** Ticket agents-baggage overtime labor
- (d) **Calculation.** Divide (A) ticket agent overtime labor costs nationally by (B) ticket agent overtime labor hours nationally to yield (C) a rate in dollars per labor hour, and (D) multiply the rate by the route's historical share of passenger boards and de-boards at a station among routes that accept checked baggage to yield the Usage Rate in dollars per hour for the route at the station.
- (e) **Charging.** The Usage Rate multiplied by actual ticket agent overtime labor hours at the station, multiplied by 0.25 to yield hours used for baggage

C-4.5. **Baggage Handlers—Straight Time**

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One per-labor-hour rate applied uniformly to all routes to yield a unique Usage Rate for each route at each station
- (c) **Costs Charged.** Baggage handler straight time labor
- (d) **Calculation.** Divide (A) baggage handler straight time labor costs nationally by (B) baggage handler straight time labor hours nationally to yield (C) a rate in dollars per labor hour, and (D) multiply the rate by the route's historical share of trip-length-weighted passenger boards and de-boards at a station among routes that accept checked baggage to yield the Usage Rate in dollars per hour for the route at the station.
- (e) **Charging.** The Usage Rate multiplied by actual baggage handler straight time labor hours at the station

C-4.6. **Baggage Handlers—Overtime**

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One per-labor-hour rate applied uniformly to all routes to yield a unique Usage Rate for each route at each station
- (c) **Costs Charged.** Baggage handler overtime labor
- (d) **Calculation.** Divide (A) baggage handler overtime labor costs nationally by (B) sum baggage handler overtime labor hours nationally to yield (C) a rate in dollars per labor hour, and (D) multiply the rate by the route's historical share of trip-length-weighted passenger boards and de-boards at a station among routes that accept checked baggage to yield the Usage Rate in dollars per hour for the route at the station.
- (e) **Charging.** The Usage Rate multiplied by actual baggage handler overtime labor hours at the station

C-4.7. **Red Caps and Porters—Straight Time**

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One per-labor-hour rate applied uniformly to all routes to yield a unique Usage Rate for each route at each station
- (c) **Costs Charged.** Red cap and porter straight time labor
- (d) **Calculation.** Divide (A) red cap and porter straight time labor costs nationally by (B) red cap and porter straight time labor hours nationally to yield (C) a rate in dollars per labor hour, and (D) multiply the rate by the route's historical share of

passenger boards and de-boards at a station to yield the Usage Rate in dollars per hour for the route at the station.

- (e) **Charging.** The Usage Rate multiplied by actual red cap and porter straight time labor hours at the station

C-4.8. **Red Caps and Powers—Overtime**

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One per-labor-hour rate applied uniformly to all routes to yield a unique Usage Rate for each route at each station
- (c) **Costs Charged.** Red cap and porter overtime labor
- (d) **Calculation.** Divide (A) red cap and porter overtime labor costs nationally by (B) red cap and porter overtime labor hours nationally to yield (C) a rate in dollars per labor hour, and (D) multiply the rate by the route's historical share of passenger boards and de-boards at a station to yield the Usage Rate in dollars per hour for the route at the station.
- (e) **Charging.** The Usage Rate multiplied by actual red cap and porter overtime labor hours at the station

C-4.9. **Ushers, Stationmasters, and Other Station Labor—Straight Time**

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One per-labor-hour rate applied uniformly to all routes to yield a unique Usage Rate for each route at each station
- (c) **Costs Charged.** Usher, stationmaster, and other station labor straight time labor
- (d) **Calculation.** Divide (A) usher, stationmaster, and other station labor straight time labor costs nationally by (B) usher, stationmaster, and other station labor straight time labor hours nationally to yield (C) a rate in dollars per labor hour, and (D) multiply the rate by the route's historical share of passenger boards and de-boards at a station to yield the Usage Rate in dollars per hour for the route at the station.
- (e) **Charging.** The Usage Rate multiplied by actual usher, stationmaster, and other station labor straight time labor hours at the station

C-4.10. **Ushers, Stationmasters, and Other Station Labor—Overtime**

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One per-labor-hour rate applied uniformly to all routes to yield a unique Usage Rate for each route at each station
- (c) **Costs Charged.** Usher, stationmaster, and other station labor overtime labor
- (d) **Calculation.** Divide (A) usher, stationmaster, and other station labor overtime labor costs nationally by (B) usher, stationmaster, and other station labor overtime labor hours nationally to yield (C) a rate in dollars per labor hour, and (D) multiply the rate by the route's historical share of passenger boards and de-boards at a station to yield the Usage Rate in dollars per hour for the route at the station.
- (e) **Charging.** The Usage Rate multiplied by actual usher, stationmaster, and other station labor overtime labor hours at the station

C-4.11. **Station Operations**

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route at each station
- (c) **Costs Charged**
 - (i) Operation of stations (e.g., rent, utilities, janitorial services, snow removal, pest control, contracted security guards)
 - (ii) Non-capital maintenance of stations
 - (iii) Equipment and supplies (e.g., small tools, radios, employee uniforms)
 - (iv) Supervisory and support personnel not charged to the States per labor hour in other subcategories
 - (v) Training of personnel assigned to stations
 - (vi) Personnel support (e.g., work-related travel and accommodation for personnel assigned to stations, miscellaneous supplies)
- (d) **Calculation.** Allocate station operations costs among routes proportionate to each route's share of passenger car station stops at the station to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-4.12. **Station Maintenance**

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route at each station
- (c) **Costs Charged.** Non-capital maintenance of the station, platforms, and station grounds
- (d) **Calculation.** Allocate station maintenance costs among routes proportionate to each route's share of passenger car station stops at the station to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-4.13. **Station Technology**

- (f) **Charge Type.** Flat Charge
- (g) **Application.** A unique Flat Rate for each route at each station
- (h) **Costs Charged.** Operation and maintenance of the data systems that feed information to Passenger Information Displays at stations
- (i) **Calculation.** Allocate station technology costs among routes proportionate to each route's share of passenger car station stops nationwide to yield a Flat Rate in dollars per year.
- (j) **Charging.** The amount of the Flat Rate

C-4.14. **District Supervision**

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route in each district

- (c) **Costs Charged**
 - (i) District Superintendents
 - (ii) District Assistant Superintendents
 - (iii) Support personnel for District Superintendents and Assistant Superintendents
 - (iv) Training of personnel assigned to the district
 - (v) Personnel support (e.g., work-related travel and accommodation for personnel assigned to the region, miscellaneous supplies)
- (d) **Calculation.** Allocate district supervision costs among routes proportionate to each route's share of passenger car station stops in the district to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-4.15. **Regional Supervision**

- (f) **Charge Type.** Flat Charge
- (g) **Application.** A unique Flat Rate for each route in each region
- (h) **Costs Charged**
 - (i) Regional Superintendents
 - (ii) Support personnel for Regional Superintendents
 - (iii) Training of personnel assigned to the region
 - (iv) Personnel support (e.g., work-related travel and accommodation for personnel assigned to the region, miscellaneous supplies)
- (i) **Calculation.** Allocate regional supervision costs among routes proportionate to each route's share of passenger boards and de-boards in the region to yield a Flat Rate in dollars per year.
- (j) **Charging.** The amount of the Flat Rate

C-4.16. **National Supervision**

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route
- (c) **Costs Charged**
 - (i) National managers of station operations
 - (ii) Staff that performs or oversees key stations functions nationwide (e.g., staff assignment, passenger accessibility; property management)
 - (iii) Staff that performs or oversees stations training nationwide
 - (iv) Support staff for management, operations, and training staff
 - (v) Training of above personnel
 - (vi) Personnel support (e.g., work-related travel and accommodation for above personnel, miscellaneous supplies)

- (d) **Calculation.** Allocate national supervision costs among routes proportionate to each route's share of passenger car station stops nationwide to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-5. Terminal Yards

C-5.1. Terminal Yard Operations

- (a) **Charge Type.** Per Policy v8.00
- (b) **Application.** Per Policy v8.00
- (c) **Costs Charged.** Per Policy v8.00
- (d) **Calculation.** Per Policy v8.00
- (e) **Charging.** Per Policy v8.00

C-5.2. Terminal Maintenance of Way

- (a) **Charge Type.** Per Policy v8.00
- (b) **Application.** Per Policy v8.00
- (c) **Costs Charged.** Per Policy v8.00
- (d) **Calculation.** Per Policy v8.00
- (e) **Charging.** Per Policy v8.00

C-6. Credit Card Fees

C-6.1. Ticket Sales

- (a) **Charge Type.** Percent Charge
- (b) **Application.** One Percent Rate applied uniformly to all routes
- (c) **Costs Charged.** Credit card fees paid by Amtrak on ticket sales and other charges applied when tickets are sold (e.g., bag, pet, and bicycle fees)
- (d) **Calculation.** Divide credit card fees paid by Amtrak nationwide by the value of all ticket sales and other charges applied when tickets are sold nationwide to yield a Percent Rate.
- (e) **Charging.** The Percent Rate multiplied by the value of tickets sales and other charges applied when tickets are sold

C-6.2. Food-and-Beverage Sales

- (a) **Charge Type.** Percent Charge
- (b) **Application.** One Percent Rate applied uniformly to all routes
- (c) **Costs Charged.** Credit card fees paid by Amtrak on sale of food and beverages
- (d) **Calculation.** Divide credit card fees paid by Amtrak nationwide on sale of food and beverages by all Food-and-Beverage Revenue sales nationwide to yield a Percent Rate.
- (e) **Charging.** The Percent Rate multiplied by the value of food-and-beverage sales

C-7. Call Center

C-7.1. [No subcategory]

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One Usage Rate applied uniformly to all routes
- (c) **Costs Charged.** Operation and management of Amtrak call center(s)
- (d) **Calculation.** Divide (A) call center costs nationwide by (B) call center minutes of talk time nationwide to yield (C) a Usage Rate in dollars per minute of talk time.
- (e) **Charging.** The Usage Rate multiplied by the actual minutes of talk time for a route; if actual minutes of talk time for a route cannot be reported for technical reasons, Amtrak may estimate it using a technical method that reasonably reflects the route's share of talk time according to a method documented by Amtrak and provided to the Committee

C-8. Dispatching

C-8.1. [No subcategory]

- (a) **Charge Type.** Usage Charge
- (b) **Application.** A unique Usage Rate for each dispatching segment
- (c) **Costs Charged.** Cost of dispatching trains on Amtrak-dispatched segments of territory
- (d) **Calculation.** Divide (A) dispatching costs for a segment of territory by (B) train trips on the segment of territory to yield (C) a Usage Rate in dollars per train trip for the segment of territory.
- (e) **Charging.** The Usage Rate multiplied by the actual train trips on the segment of territory

C-9. National Corporate Expenses

C-9.1. [No subcategory]

- (a) **Charge Type.** Percent Charge
- (b) **Application.** One Percent Rate applied uniformly to all routes
- (c) **Costs Charged**
 - (i) National corporate functions that support Amtrak's operation of the State-Supported Routes (e.g., information technology, finance, human resources, legal, procurement, facilities, compliance, labor relations, sustainability and energy, planning and analysis)
 - (ii) The following national corporate functions are not included:
 - (A) Government affairs
 - (B) Corporate communications
 - (C) Functions that solely support the Amtrak capital program
 - (D) Functions associated with operating costs not charged to the States (e.g., police, insurance, backshops, fleet engineering)
 - (E) Short-Term Incentive (STI) Program payments; inclusion of these costs in FY2025 and beyond will be re-assessed; Amtrak may explore changes to the criteria for STI awards to recognize performance in relation to State objectives.
- (d) **Calculation.** Divide (A) the cost pool of National Corporate Expenses by (B) the cost base of all Amtrak costs (excluding depreciation, inventory write-off, banking charges, major equipment purchases, and the National Corporate Expenses cost pool) to yield (C) a Percent Rate.
- (e) **Charging.** The Percent Rate multiplied by all other charges for a route

C-10. Commercial Performance

C-10.1. Core Programs

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route
- (c) **Costs Charged**
 - (i) National advertising (e.g., advertising that is not targeted to a specific route or service line)
 - (ii) Loyalty marketing (e.g., operating the Amtrak Guest Rewards program)
 - (iii) E-commerce (e.g., operating the digital platform that sell tickets, such as Amtrak.com and the Amtrak app, not including information technology covered in National Corporate Expenses)
 - (iv) Social media (e.g., the teams that run Amtrak’s social media accounts)
 - (v) Corporate sales (e.g., the team that makes corporate sales)
- (d) **Calculation.** Allocate core program costs among routes proportionate to each route’s share of ticket revenue to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-10.2. Management, Standards, and Data

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route
- (c) **Costs Charged**
 - (i) Marketing management
 - (ii) Product support
 - (iii) Customer experience management
 - (iv) Travel agent commissions
 - (v) Market research and analysis
 - (vi) Digital media
 - (vii) Exhibits
- (d) **Calculation.** Allocate management, standards, and data costs among routes proportionate to each route’s share of ticket revenue to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-10.3. Pricing and Revenue Management

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route
- (c) **Costs Charged.** Amtrak’s pricing and revenue management system, the team(s) that run it, and supporting contracts and other expenses, not including information technology covered in National Corporate Expenses

- (d) **Calculation.** Allocate pricing and revenue management costs among routes that use pricing and revenue management services proportionate to ticket revenue to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-10.4. **Reservation System**

- (a) **Charge Type.** Flat Charge
- (b) **Application.** A unique Flat Rate for each route
- (c) **Costs Charged.** Amtrak's reservation system, the team(s) that run it, and supporting contracts and other expenses, not including information technology covered in National Corporate Expenses
- (d) **Calculation.** Allocate reservation system costs among routes that use the reservation system proportionate to ticket revenue to yield a Flat Rate in dollars per year.
- (e) **Charging.** The amount of the Flat Rate

C-10.5. **Route Advertising**

- (a) **Charge Type.** Pass-Through Charge
- (b) **Application.** The actual costs for each route
- (c) **Costs Charged.** The cost of advertising specific to a State route as agreed to by Amtrak and the State(s)
- (d) **Calculation.** As agreed to by Amtrak and the State(s)
- (e) **Charging.** The amount resulting from the agreement between Amtrak and the State(s)

C-11. Host Railroad Charges

C-11.1. Maintenance of Way

- (a) **Charge Type.** Pass-Through Charge
- (b) **Application.** The actual costs for each route
- (c) **Costs Charged.** Costs charged to Amtrak by host railroad(s) for maintenance of way on segments of territory used by the route
- (d) **Calculation.** Determine maintenance-of-way costs for a segment and assign the costs to individual trains that use the segment per the agreement between Amtrak and the host railroad; sum costs assigned to the individual trains that make up a route to arrive at the cost for the route.
- (e) **Charging.** The amount assigned to the route

C-11.2. Performance Payments

- (a) **Charge Type.** Pass-Through Charge
- (b) **Application.** The actual costs for each route
- (c) **Costs Charged.** The net of all performance payments charged to Amtrak by host railroads and charged by Amtrak to host railroad(s) for individual trains that make up the route
- (d) **Calculation.** Determine performance payments for each train per the agreement between Amtrak and the host railroad; sum the costs and credits assigned to the individual trains that make up a route to arrive at the cost for the route.
- (e) **Charging.** The amount assigned to the route

C-11.3. Synthetic Host Railroad Charge

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One Usage Rate applied uniformly to all routes
- (c) **Costs Charged.** For routes that use territory owned by Amtrak off the NEC Main Line, a charge in lieu of fully allocated maintenance-of-way costs intended to be consistent with typical charges to Amtrak by host railroads, expressed as a Usage Rate in dollars per train mile on Amtrak-owned territory.
- (d) **Calculation.** Calculated according to a method documented by Amtrak and provided to the Committee.
- (e) **Charging.** The Usage Rate multiplied by actual train miles on Amtrak-owned right-of-way off the NEC Main Line

C-12. Fuel and Power

C-12.1. Fuel

- (a) **Charge Type.** Pass-Through Charge
- (b) **Application.** The actual costs for each route
- (c) **Costs Charged.** Fuel for locomotives
- (d) **Calculation.** Sum the actual costs of fuel to operate a route's locomotives. If accounting of actual costs for a route is not feasible for technical reasons, assign a proportionate share of fuel costs that reasonably reflects a route's share of usage according to a method documented by Amtrak and provided to the Committee.
- (e) **Charging.** The amount summed or assigned

C-12.2. Electric Traction Power

- (a) **Charge Type.** Pass-Through Charge
- (b) **Application.** The actual costs for each route
- (c) **Costs Charged.** Electric traction power for locomotives
- (d) **Calculation.** Sum the actual costs of electric traction power to operate a route's locomotives. If accounting of actual costs for a route is not feasible for technical reasons, assign a proportionate share of electric traction power costs that reasonably reflects a route's share of usage according to a method documented by Amtrak and provided to the Committee.
- (e) **Charging.** The amount summed or assigned

C-13. Connecting Motor Coach

C-13.1. [No subcategory]

- (a) **Charge Type.** Pass-Through Charge
- (b) **Application.** The actual costs for each route
- (c) **Costs Charged**
 - (i) Connecting motor coach services sponsored by a State, provided by third-party bus service operators, and purchased by Amtrak, according to the terms agreed to between Amtrak and the State
 - (ii) Amtrak administration of connecting motor coach contracts
- (d) **Calculation.** Sum the actual costs of the contracted services and a proportionate share of Amtrak contract administration.
- (e) **Charging.** The amount calculated

C-14. On-Board Wi-Fi

C-14.1. [No subcategory]

- (a) **Charge Type.** Usage Charge
- (b) **Application.** One Usage Rate applied uniformly to all routes
- (c) **Costs Charged.** Cost of operations, maintenance, management, and connectivity for on-board wi-fi
- (d) **Calculation.** Divide (A) on-board wi-fi costs nationwide by (B) wi-fi coach miles nationwide to yield (C) a Usage Rate in dollars per car mile.
- (e) **Charging.** The Usage Rate multiplied by the actual wi-fi coach miles

C-15. Passenger Inconvenience

C-15.1. [No subcategory]

- (a) **Charge Type.** Pass-Through Charge
- (b) **Application.** The actual costs for each route
- (c) **Costs Charged**
 - (i) Incremental costs to Amtrak for serving customers that experience disruptions to travel (e.g., delayed or cancelled trains). May include customer accommodation (e.g., hotels), customer transportation (e.g., taxi fare or charter of buses), and vouchers for accommodation or transportation.
 - (ii) The value of credits or vouchers for future transportation by Amtrak is not included and is accounted for as an offset to Amtrak revenues.
- (d) **Calculation.** Sum actual passenger inconvenience costs for customers of a route; where costs cannot be exactly assigned to a route (e.g., a bus charter that carries passengers from multiple routes disrupted in a single incident), a proportionate share of the actual passenger inconvenience cost.
- (e) **Charging.** The amount summed or calculated

C-16. Route-Specific Insurance

C-16.1. [No subcategory]

- (a) **Charge Type.** Pass-Through Charge
- (b) **Application.** The actual costs for each route
- (c) **Costs Charged.** Route- or State-specific insurance provided by Amtrak (e.g., property buy-back insurance for State-owned rolling stock) as agreed to by Amtrak and the State(s).
- (d) **Calculation.** Sum the costs of the insurance as agreed to by Amtrak and the State(s).
- (e) **Charging.** The amount agreed to by Amtrak and the State(s)

Appendix D. Required Reports

[Reserved]

Appendix E. Relevant Federal Law

PASSENGER RAIL INVESTMENT AND IMPROVEMENT ACT OF 2008
PUBLIC LAW 110-432 (49 U.S.C. 24101 note)

SEC. 209. STATE-SUPPORTED ROUTES.

(a) In General.--Within 2 years after the date of enactment of this Act, the Amtrak Board of Directors, in consultation with the Secretary, the governors of each relevant State, and the Mayor of the District of Columbia, or entities representing those officials, shall develop and implement a single, nationwide standardized methodology for establishing and allocating the operating and capital costs among the States and Amtrak associated with trains operated on each of the routes described in section 24102(5)(B) and (D) and section 24702 that--

- (1) ensures, within 5 years after the date of enactment of this Act, equal treatment in the provision of like services of all States and groups of States (including the District of Columbia); and
- (2) allocates to each route the costs incurred only for the benefit of that route and a proportionate share, based upon factors that reasonably reflect relative use, of costs incurred for the common benefit of more than 1 route.

STATE-SUPPORTED ROUTES OPERATED BY AMTRAK
49 U.S. Code § 24712

(a) **State-Supported Route Committee.**—

...

(7) **Cost methodology policy.**—

(A) **In general.**—Subject to subparagraph (B), the Committee may amend the cost methodology policy required and previously approved under section 209 of the Passenger Rail Investment and Improvement Act of 2008 (49 U.S.C. 24101 note).

(B) **Revisions to cost methodology policy.**—

(i) **Requirement to revise and update.**—Subject to rules and procedures established pursuant to clause (iii), not later than March 31, 2022, the Committee shall revise and update the cost methodology policy required and previously approved under section 209 of the Passenger Rail Investment and Improvement Act of 2008 (49 U.S.C. 24101 note). The Committee shall implement a revised cost methodology policy during fiscal year 2023. Not later than 30 days after the adoption of the revised cost methodology policy, the Committee shall submit a report documenting and explaining any changes to the cost methodology policy and plans for implementation of such policy, including a description of the improvements to the accounting information provided by Amtrak to the States, to the Committee on Commerce, Science, and Transportation of the Senate and the Committee on Transportation and Infrastructure of the House of Representatives. The revised cost methodology policy shall ensure that States will be responsible for costs attributable to the provision of service for their routes.

(ii) **Implementation impacts on federal funding.**—To the extent that a revision developed pursuant to clause (i) assigns to Amtrak costs that were previously allocated to States, Amtrak shall request with specificity such additional funding in the general and legislative annual report required under section 24315 or in any appropriate subsequent Federal funding request for the fiscal year in which the revised cost methodology policy will be implemented.

(iii) Procedures for changing methodology.—Notwithstanding section 209(b) of the Passenger Rail Investment and Improvement Act of 2008 (49 U.S.C. 24101 note), the rules and

(I) procedures implemented pursuant to paragraph (5) shall include-
procedures for changing the cost methodology policy in accordance with clause (i); and

(II) procedures or broad guidelines for conducting financial planning, including operating and capital forecasting, reporting, data sharing, and governance.

(C) Requirements.—The cost methodology policy shall-

(i) ensure equal treatment in the provision of like services of all States and groups of States;

(ii) assign to each route the costs incurred only for the benefit of that route and a proportionate share, based upon factors that reasonably reflect relative use, of costs incurred for the common benefit of more than 1 route; and

(iii) promote increased efficiency in Amtrak’s operating and capital activities.

(D) Independent evaluation.—Not later than March 31 of each year, the Committee shall ensure that an independent entity selected by the Committee has completed an evaluation to determine whether State payments for the most recently concluded fiscal year are accurate and comply with the applicable cost allocation methodology.

(b) Invoices and Reports.—

(1) Invoices.—Amtrak shall provide monthly invoices to the Committee and to each State that sponsors a State-supported route that identify the operating costs for such route, including fixed costs and third-party costs.

(2) Reports.—

(A) In general.—The Committee shall determine the frequency and contents of-

(i) the financial and performance reports that Amtrak is required to provide to the Committee and the States; and

(ii) the planning and demand reports that the States are required to provide to the Committee and Amtrak.

(B) Monthly statistical report.—

(i) **Development.**—Consistent with the revisions to the policy required under subsection (a)(7)(B), the Committee shall develop a report that contains the general ledger data and operating statistics from Amtrak’s accounting systems used to calculate payments to States.

(ii) **Provision of necessary data.**—Not later than 30 days after the last day of each month, Amtrak shall provide to the States and to the Committee the necessary data to complete the report developed pursuant to clause (i) for such month.

(c) Dispute Resolution.—

(1) Request for dispute resolution.—If a dispute arises with respect to the rules and procedures implemented under subsection (a)(5), an invoice or a report provided under subsection (b), implementation or compliance with the cost allocation methodology developed under section 209 of the Passenger Rail Investment and Improvement Act of 2008 (49 U.S.C. 24101 note) or amended under subsection (a)(7) of this section, either Amtrak or the State may request that the Surface Transportation Board conduct dispute resolution under this subsection.

(2) **Procedures.**—The Surface Transportation Board shall establish procedures for resolution of disputes brought before it under this subsection, which may include provision of professional mediation services.

(3) **Binding effect.**—A decision of the Surface Transportation Board under this subsection shall be binding on the parties to the dispute.

(4) **Obligation.**—Nothing in this subsection shall affect the obligation of a State to pay an amount related to a State-supported route that a State sponsors that is not in dispute.

(d) **Assistance.**—

(1) **In general.**—The Secretary may provide assistance to the parties in the course of negotiations for a contract for operation of a State-supported route.

(2) **Financial assistance.**—From among available funds, the Secretary shall provide-

(A) financial assistance to Amtrak or 1 or more States to perform requested independent technical analysis of issues before the Committee; and

(B) administrative expenses that the Secretary determines necessary.

(e) **Performance Metrics.**—In negotiating a contract for operation of a State-supported route, Amtrak and the State or States that sponsor the route shall consider including provisions that provide penalties and incentives for performance, including incentives to increase revenue, reduce costs, finalize contracts by the beginning of the fiscal year, and require States to promptly make payments for services delivered.

...

(h) **Cost Methodology Policy Update Implementation Report.**—Not later than 18 months after the updated cost methodology policy required under subsection (a)(7)(B) is implemented, the Committee shall submit a report to the Committee on Commerce, Science, and Transportation of the Senate and the Committee on Transportation and Infrastructure of the House of Representatives that assesses the implementation of the updated policy.

...

Appendix F. Revision History

Action Date [Action Number] Effective Date (if different)	Resulting Version	Description of Change	Key Areas Affected
August 13, 2011	1.00 (Original)	Recommended by the State Working Group (SWG) and Amtrak staff*	---
October 27, 2015	2.00 (First SAIPRC re- vision)	Updated to provide additional detail for operating cost categories in “S209 Operating Cost Pricing Methodology” (p. 7) and capital cost categories in “Methodology for Determining Capital Costs” (p. 8) Provided summary definitions for each category Included formulas to calculate PRIIA 209 costs	Appendix E
September 21, 2017	3.00	Updated definitions	Appendix E
June 13, 2018	4.00	Updated definitions	Appendix E
February 20, 2020 [202002-02 & 202002-03]	5.00	Amendment A2020-01: applied numbering system to Policy Amendment A2020-02: updated text on Route Costs and Support Fees (to match Appendix E)	Throughout
March 17, 2021 [202103-03]	6.00	Amendment A2021-01: allowing fixed payments for capital use charge	3.1
February 24, 2022 [202202-04]	7.00	Amendment A2022-01: applying new MoE Support Fee for TSSSA-covered rolling stock	2.3(b) 2.4 (Table 1) Appendix E (1.3(b))
June 8, 2022 [202206-02]	8.00	Amendment A2022-02: making Albany/Rensselaer to Schodack right of way eligible for Synthetic Host Railroad Charge	Appendix D

* Members of the SWG-Amtrak group included: John Bennett (Amtrak), Stephen Gardner (Amtrak), Shayne Gill (AASHTO), Susan Howard (AASHTO), Max Johnson (Amtrak), David Kutrosky (CCJPA), Beth Nachreiner (FRA), Kevin Page (DRPT), Patricia Quinn (NNEPRA), and Patrick Simmons (NCDOT).

Action Date [Action Number] Effective Date (if different)	Resulting Version	Description of Change	Key Areas Affected
September 19, 2022 [202209-02]	9.00	Comprehensive revision in virtually all areas	Throughout
January 23, 2024 [TBD]	10.00	<i>Interim revision in multiple sections (notably Sections 3 and 8 and Appendix C—together enabling the implementation of new operating-cost methods)</i>	Throughout

Appendix G. Policy Version 8.00

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of Version 10.0 Draft Rev5.0



SAIPRC Action 202310-04

Resolution to accept FY2024 Rate Schedule

- a. **WHEREAS** pursuant to the Policy, the Committee has been presented with a proposed rate schedule for FY2024 operating costs (Attachment A);
- b. **WHEREAS** the Committee has agreed additional time to amend the Policy is necessary;
- c. **WHEREAS** notwithstanding that—until the Committee amends the Policy—the Committee agrees that a subset of rates contained in the proposed schedule uses methodologies that (i) differ from those that the Policy prescribes or (ii) are not yet specified in the Policy, and the Committee desires to provide all members with certainty for FY2024 operating-cost obligations; and
- d. **WHEREAS** the members have also identified a subset of rates as incomplete (as shown in Attachment B);

Now, therefore, be it

1. **RESOLVED**, that, subject to the additional clauses that follow, the Committee accepts the rate schedule presented for FY2024 (Attachment A);
2. **FURTHER RESOLVED**, that, for the items 24.01 through 24.12 in Attachment B, Amtrak and the States will work to identify resolutions as quickly as possible, with resolutions to be implemented in FY2024 and retroactive to the start of the FY2024;
3. **FURTHER RESOLVED**, that, for items 24.13 through 24.14 in Attachment B, the Committee will collect detailed data regarding the breakdown of costs, activities, and labor, and review potential revisions to these rates in FY2024;
4. **FURTHER RESOLVED**, that, for items 24.15 through 24.17 in Attachment B, the Committee agrees that Amtrak will invoice, and the States will pay, 75% of the rates shown in the accepted schedule, until the Committee publishes a final agreed rate schedule for FY2024, which will be completed by June 30, 2024;
5. **FURTHER RESOLVED**, that the final rate schedule for items 24.15 through 24.17 in Attachment B will be applied retroactively to October 1, 2023;
6. **FURTHER RESOLVED**, by November 30, 2023, the Committee will confirm a process for how items 24.15 through 24.17 in Attachment B will be reviewed and calculated, including the specific deadlines for key milestones, the data that will be collected and reviewed, and the analytical issues that will be addressed; and
7. **FURTHER RESOLVED**, Amtrak will provide detailed background information on costs and activities covered by flat charges for Train and Engine Crew Labor, Stations, Commercial Performance, and National Corporate Expenses—including the breakdown of costs, the headcount, specific roles and responsibilities, and any contracted services.

Attachment A
FY2024 Model v3.0 Rate Schedule
(in a separate file)

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Attachment B
Incomplete Rates

No.	Description	Routes potentially involved
24.01	Station Maintenance, Station Operations at Chicago Union Station: Potential correction in aggregation of costs at Chicago Union Station and potential refinement in allocation to commuter rail user(s), with potential related re-assignment of costs to Washington Union Station and Philadelphia.	Hiawathas, Chicago-St. Louis, Chicago-Carbondale, Chicago-Quincy, Pere Marquette, Wolverines, Blue Water, Keystone, Pennsylvanian, Washington-Richmond, Washington-Roanoke, Washington-Norfolk, and Washington-Newport News
24.02	Station maintenance, Station Operations at New York Penn Station: Refinement in allocation to all users to address over-allocation to commuter rail users in FY24 v3 rates.	Empire
24.03	Locomotive Cleaning & Inspection for Equipment CBCC (Cab Car–Cab Coach): Potential correction of rate, which was overstated in FY24v3	Downeaster, Hiawathas, Cascades
24.04	Commercial Performance, All Subcategories: Potential reduction to remove costs specific to non-State-Supported Routes and to remove allocations to non-beneficiary routes.	All Routes
24.05	Car Cleaning and Inspection: Correction to assign route-specific costs (which were incorrectly allocated to all routes nationally in FY24 v3) to individual routes.	Vermont, Cascades, Capitols, San Joaquins, Washington-Roanoke
24.06	Car Cleaning and Inspection: Slight reduction in expenses that were incorrectly allocated nationally to all routes in FY24v3	All Routes
24.07	Stations – Station personnel labor-hour rates (Subcategories: Ticket Agents ST, Ticket Agents OT, Ticket Agents – Baggage ST, Ticket Agents – Baggage OT, Stationmasters, Ushers, and Other Labor ST, Stationmasters, Ushers, and Other Labor OT, Red Caps and Porters ST, Red Caps and Porters OT): Correction in rates per labor hour, which were slightly overstated in FY24v3.	All Routes
24.08	All charges at Sacramento, Emeryville, Martinez, and Oakland: Update/replace all charges needed to reflect agreed-upon changes to stations staffing and related assignment of costs.	Capitol Corridor, San Joaquins
24.09	All charges at LA Union Station: Review and potentially revise all charges as needed to reflect any	Pacific Surfliner, San Joaquins

	agreed-upon changes to staffing and the assignment of cost responsibility among Routes/users.	
24.10	Corrective and Scheduled Maintenance, WSDOT Chargers: Review possible need for and implement a custom rate to ensure that the FY24 rate is not overstated due to the level of expenses/operations in FY22.	Cascades
24.11	Station Operations, Portland (ME): Potential removal of costs related to a one-time crew transportation expense.	Downeaster
24.12	Call Center: Request a custom rate to address concern that historical cost base and historical ridership do not accurately reflect FY2024 costs.	Capitol Corridor
24.13	Commissary Management and Support: Review for any costs that should not be included; review for costs that do not benefit San Joaquins; consider revising charging methodologies to reflect findings.	San Joaquins
24.14	Stations National Supervision: Review for any costs that should not be included; review for costs that do not benefit Capitol Corridor, San Joaquins, and other State-Supported Routes; consider revising charging methodologies to reflect findings.	All Routes
24.15	Commercial Performance (Core Programs; Management Standards and Data): Review for any costs that should not be included; review for costs that do not benefit State-Supported Routes; consider revising charging methodologies to reflect findings; and consider the potential benefits to Amtrak of State expenses.	All Routes
24.16	T&E National Supervision, T&E Regional Supervision, T&E District Supervision: Review for any costs that should not be included; review for costs that do not benefit Capitol Corridor, San Joaquins, and other State-Supported Routes; consider revising charging methodologies to reflect findings.	All Routes
24.17	National Corporate Expenses: Review for any costs that should not be included; review for costs that do not benefit Capitol Corridor, San Joaquins, and other State-Supported Routes; consider revising charging methodologies to reflect findings.	All Routes

Note: The listing of routes involved represents the analysis by SAIPRC staff as of October 6, 2023. Potential changes related to each incomplete rate might affect additional routes. In cases where analysis of an incomplete rate identifies changes to one or more additional route(s), the relevant State(s) will be notified, and all parties involved must agree to any resolution before implementation.

APPENDIX VII



Rolling Stock Capital Investment Plan

For Amtrak Equipment Deployed in
State-Supported Service, FY2024-2028

Version 05.00 | Approved

February 20, 2024.

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1. Introduction

1.1 Purpose

The Rolling Stock Capital Investment Plan (CIP) documents the investments in Amtrak-owned and -maintained rolling stock—the passenger railcars and locomotives that carry Amtrak customers. The CIP specifically focuses on the rolling stock used by the State-Supported Services, the Amtrak routes that are 750 miles or less that operate separately (in part or in full) from the Northeast Corridor Main Line. Per federal statute, the States are responsible for the ongoing operating and capital costs associated with their routes. While the focus of the CIP is the fleet used on State-Supported services, many routes share equipment with Northeast Corridor or Long Distance services. As a result, data for the wider Amtrak fleet is included as reference.

The CIP documents multiple kinds of investments, including the capital maintenance required to keep equipment in a state of good repair, other investments in existing equipment, and the planned acquisition or procurement of new rolling stock. The CIP also identifies each route’s projected Capital Use Charge for Capital Maintenance and, if applicable, the projected Capital Use Charge for Other Projects that have been agreed to by Amtrak and affected States.

The CIP covers a five-year period between Fiscal Years (FY) 2024-2028. Year 1 (FY2024) is intended to provide forecasted capital use charges for the upcoming fiscal year. Years 2-5 (FY2025-2028) are intended to provide a long-term outlook for states to use for planning purposes; these forecasts are intended to be updated with each iteration of the CIP to reflect the most recently available consist planning and budgeting.

1.2 Plan Objectives

The Capital Investment Plan is intended to advance the common goals of SAIPRC’s members: Amtrak, the 20 State sponsors of the State-Supported Services, and the Federal Railroad Administration (FRA). These objectives include:

- **Safety:** Ensure the safety of all customers and employees by pursuing ongoing investments in rolling stock maintenance and rigorous compliance with all safety standards and regulations.
- **Reliability:** Maintain passenger railcars and locomotives in a state of good repair, which can reduce unexpected equipment failures and help keep equipment in service.
- **Customer Satisfaction:** Maximize customer satisfaction by reducing delays due to equipment failure and ensuring that passenger railcars and locomotives are safe, reliable, and comfortable.
- **Cost Efficiency:** Reduce operating costs and avoid unexpected and expensive repairs by making regular investments in existing equipment.

1.3 FY2024-2028 Cost Methodology

In FY2021, the SAIPRC members refined methodology for calculating each State’s Capital Use Charge for Capital Maintenance, which has been further refined in subsequent years to increase the predictability and transparency of state payments. The Methodology for determining the FY2024-2028 Capital Use Charge for Capital Maintenance is detailed in Section 2.

2. Capital Use Charges for Capital Maintenance and Other Projects

Per the PRIIA 209 Policy, States are responsible for a proportional share of the ongoing capital maintenance of the equipment used on their route(s). In addition, States and Amtrak may agree to additional projects, which, per the Policy, are allocated to each route proportional to relative use.

The FY2024-2028 CIP forecasts the Capital Use Charge, or Capital Charge, for each route, which comprises the route's share of capital maintenance activities and, if applicable, other projects.

For the purposes of the FY2024-2028 CIP, a route's Capital Use Charge for Capital Maintenance is the route's share of capital maintenance activities—the ongoing investments required to keep equipment in a state of good repair. The expected level of investment from FY2024 to FY2028 and the approach to calculating the share of costs charged to each State-Supported route are described in Section 2.1.1.

In addition, for the FY2024-2028 CIP, a route's Capital Use Charge for Other Projects is the route's share of any other project (separate from the capital maintenance activities described above) that is planned for equipment in use by the route and agreed-upon by Amtrak and the relevant State(s). These other projects require a different methodology than the one used to for capital maintenance charges.

The forecast for each route's Capital Use Charge in FY2024, across capital maintenance and other projects, is broken out by route and by project in Appendix I. The forecast for each route's total Capital Use Charge across FY2024-2028 is summarized in Appendix II. And the total cost for each project, across FY2024-2028, including the number of maintenance events occurring each fiscal year (if available and applicable) is included in Appendix III.

2.1 Capital Maintenance

Capital maintenance on Amtrak-maintained rolling stock is conducted on a project basis. While some capital maintenance projects are applicable to a single type of equipment, others can include maintenance of multiple equipment types. For each project, Amtrak develops a forecast of total costs for each year and the number of units expected to undergo maintenance in that period (see Appendix III).

According to the PRIIA 209 Policy, “states will be charged a pro rata share, based on Units Used, of capital overhauls performed on the equipment classes they use to assure the assets remain FRA compliant and in a state of good repair.” These classes include “locomotives, cab cars, coaches, and food service cars.” Furthermore, the Policy indicates that States will be charged for investments in a given equipment type made in a period of time “based on their proportional use of that equipment in that period.”

2. Capital Maintenance Activity, Other Projects, and Capital Use Charges

For the purposes of the FY2024-2028 CIP, the term capital maintenance captures the full range of investments in coaches, cab cars, locomotives, and food service cars required to keep these assets FRA compliant and in a state of good repair. (The term “capital maintenance” is used instead of “capital overhauls,” since overhauls refers only to a certain subset of investments targeted primarily at passenger coaches.) For example, capital maintenance investments include the Level 1 and Level 2 capital overhauls of rolling stock that are performed on a periodic basis (e.g., every four years), life cycle preventive maintenance (LCPM), clean oil tested and stencil (COT&S) work, and certain fleet modifications.

2.1.1 Capital Use Charge Methodology

The process for calculating each route’s FY2024-2028 Capital Use Charge for Capital Maintenance is executed in four steps.

Prior to and at the start of the Fiscal Year, the forecast for each Route’s Capital Use Charge for Capital Maintenance is calculated in the CIP.

1. Identify budget by equipment type: For each equipment type, Amtrak provides a work program with expected budgets and production levels (i.e., the number of units that will receive capital maintenance). This information is used to calculate the total costs for each equipment type.

2. Determine daily equipment needs: Based on data furnished by Amtrak and input from SAIPRC members, the SAIPRC Equipment Working Group develops estimates of each route’s typical daily equipment needs. This information is used to calculate each route’s proportional share of usage for each equipment type prior to the start of Year 1.

3. Forecast charges by route: For each equipment type, Amtrak’s budget estimates (from Step 1) are allocated to each route in proportion to the route’s share of planned equipment usage (from Step 2). Where routes are co-managed by multiple states, the route-level forecasts are divided among the relevant states in a manner consistent with interstate agreements.

Following the fiscal year, Amtrak and the States finalize each route’s Capital Use Charge for Capital Maintenance for the prior year.

4. Advance payments and year-end reconciliation to actual costs: During the Fiscal year, States pay a fixed advance amount based on the forecasts developed in Step 3. At the end of the Fiscal Year, a final charge is calculated based on Amtrak’s actual expenditures for the fiscal year allocated to each route in proportion to the share of usage calculated *prior* to the start of year. (However, States also have the option to pay a fixed amount and forego the end-of-year reconciliation.) For more information, see Section 2.3.

2.1.2 FY2024-2028 Forecasts

For the FY2024-2028 Plan, the process used for calculating the forecasts for the Capital Use Charge for Capital Maintenance is described in more detail below.

A. Identify Budgets by Equipment Type

2. Capital Maintenance Activity, Other Projects, and Capital Use Charges

SAIPRC staff have calculated the projected capital maintenance budget for each equipment type in FY2024-2028 using data from Amtrak.

The plan for equipment capital for FY2024 was provided by Amtrak and prepared for the Amtrak FY2024 Annual Operating Plan (AOP), based on the expected demand for equipment in the upcoming fiscal year and on estimates of production capacity. The plan includes the total expected costs for all Amtrak-maintained equipment and, where available, the number of units receiving capital maintenance or the number of maintenance “events” for certain types of equipment. All costs in the data provided by Amtrak are associated with an equipment type, allowing the budgeted costs to be apportioned among the routes that use each equipment type.

The plan for equipment capital in FY2025-2028 was prepared by Amtrak in its 5-Year Asset Line Plan. Like the AOP, the 5-Year Asset Line Plan is based on expected demand in future years and outlines the total expected costs and number of maintenance events of capital maintenance projects. However, the 5-Year Asset Line Plan is considered a high-level planning forecast compared to the AOP and is subject to future refinement.

The CIP includes only those capital projects that affect equipment used on State-Supported routes and capital work completed by Amtrak. Certain capital projects that affect equipment used by states, such as car wreck rehabilitation projects, are excluded. (For more details on the types of projects included in the CIP, please see [Appendix III](#))

B. Determine Daily Equipment Needs

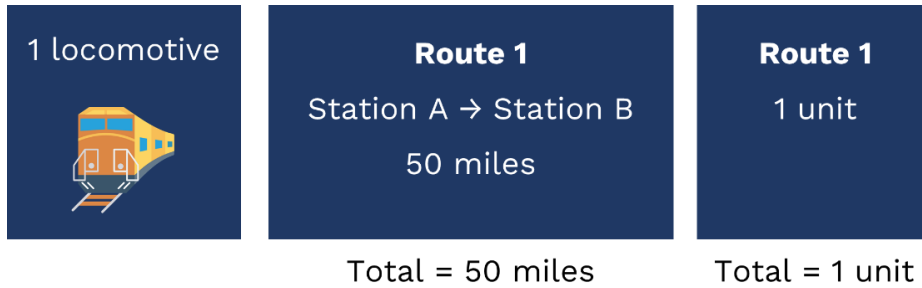
For the purposes of determining the Capital Use Charge for Capital Maintenance, each route’s use of Amtrak-maintained equipment is measured in “units.” A unit represents a single passenger car or locomotive that is required to operate service on a single day. For each route, SAIPRC staff estimated the units required to operate that route’s typical daily service. For example, if a route needs three trainsets to operate five round trips per day and each trainset utilizes one locomotive, then the route needs three locomotive units per day. For FY2024-2028, the number of units assigned to each route is estimated for each quarter of the respective fiscal year. Daily units is not the total amount of equipment required to provide the service, due to time that equipment spends outside of revenue service.

For equipment used on a single route, the route was assigned the number of units required over the course of the day. For equipment that operates on multiple routes on the same day, the units were divided proportionally to the mileage traveled on each route. To the greatest extent possible, the allocation methodology and forecasts account for the incorporation of new equipment throughout the year. Figure 1 shows sample unit assignments in various hypothetical scenarios.

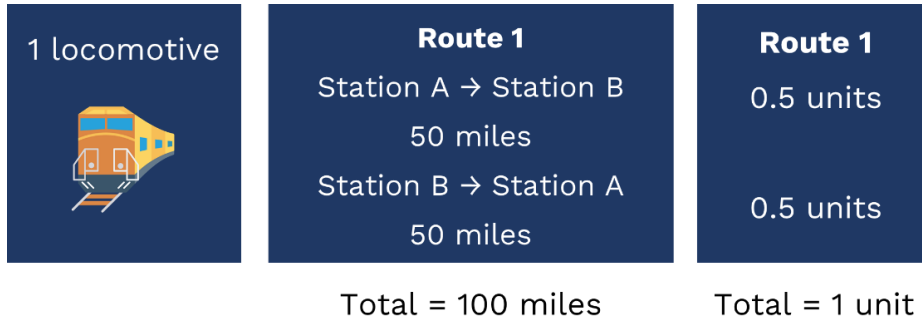
Figure 1. Unit Assignment

For equipment used on a single route on a single day:

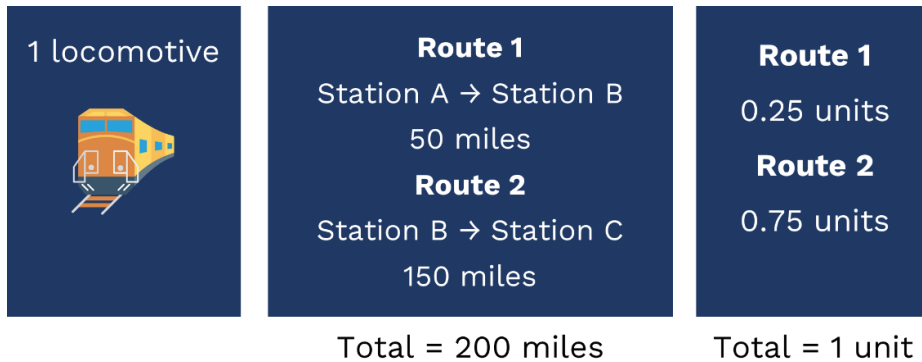
2. Capital Maintenance Activity, Other Projects, and Capital Use Charges



For equipment used more than once on a single route on a single day:



For equipment used more than once on more than one route on a single day:



Equipment unit needs were estimated for each quarter of FY2024-2028 in order to capture variations in service and/or equipment that occur throughout the years. The quarterly values are then averaged to produce a full-year value that is used to allocate costs. Sources of quarter-to-quarter variability include:

- Changing service levels throughout the year
 - For example, if one route uses two locomotives to operate two daily round trips for half the year, and one locomotive to operate one daily round trip for the other half, the route is credited with 1.5 locomotive units.
- Changing equipment types to reflect the expected makeup of train consists throughout the year
 - For example, if a route uses one Amtrak-owned café car for half the year, and a new state-owned café car for the other half of the year, the route is credited with 0.5 Amtrak café car units and 0.5 state-owned café car units.

Year 1 Assumptions

2. Capital Maintenance Activity, Other Projects, and Capital Use Charges

Year 1 (FY2024) daily units required are based on daily consist planning documented in the FY2024 Level of Operations provided by Amtrak. A single representative date is used to calculate the daily units for that quarter, specifically:

- Quarter 1 (ending December 31, 2023): November 9, 2023
- Quarter 2 (ending March 31, 2024): February 8, 2024
- Quarter 3 (ending June 30, 2024): May 9, 2024
- Quarter 4 (ending September 30, 2024): August 8, 2024

Due to updated service plans made after the release of the FY2024 Level of Operations, adjustments were made to daily units required where applicable. These changes are documented in the Excel workbook for FY2024 Capital Use Charge Forecasts.

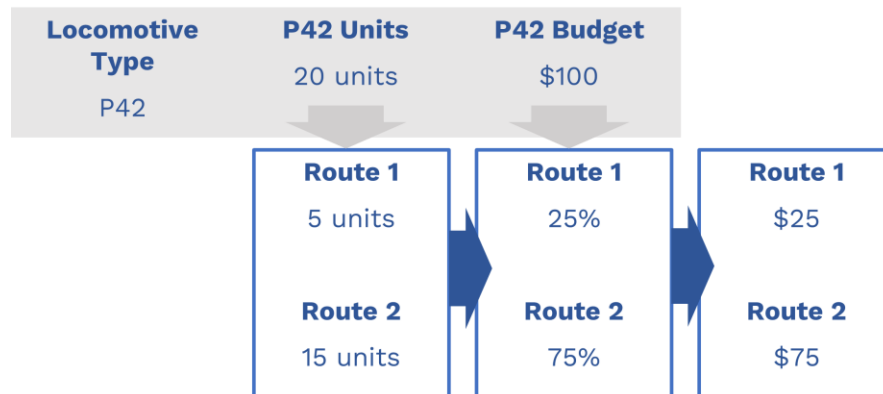
Years 2-5 Assumptions

Years 2-5 (FY2025-2028) daily units required are carried over from Year 1 Daily Units Required, with changes made to reflect known updates to prior service and equipment plans. These changes are documented in the Excel workbook for FY2025-2028 Capital Use Charge Forecasts.

C. Forecast Charges by Route

Once the total number of units required was determined for each equipment type and each route, an allocation share was calculated by dividing the number of units pertaining to a specific route by the number of units required by all routes. This percentage was then applied to the budget for each project and equipment type. The example Figure 2 illustrates how a project budget might be allocated across routes that utilize the same equipment type.

Figure 2. Budget allocation example



2. Capital Maintenance Activity, Other Projects, and Capital Use Charges

2.2 Capital Use Charge for Other Projects

For FY2024, Amtrak has proposed several investments, described below, which do not fall neatly into the definition of capital maintenance.

In general, the Policy indicates that states a share of investments “proportional to their use in state-supported services.” While the PRIIA 209 Policy provides specific guidance on the approach to calculating state charges for the capital maintenance of existing rolling stock and for rolling stock procured in the future, the Policy is less prescriptive about how States are charged for other projects affecting existing rolling stock.

Since these other projects do not fall neatly into the capital maintenance (i.e., “capital overhaul”) category described in the Policy, an alternative approach is employed. For the purposes of the FY2024-2028 CIP, the methodology for calculating each Route’s Capital Use Charge for Other Projects must be developed for each project (consistent with the principles of the Policy) and agreed to by Amtrak and the States that will be charged.

2.2.1 Cab Car Conversion Projects

Amtrak has identified two projects in this category: the conversion of two existing types of locomotives, which have reached or are beyond their useful life, into non-powered cab units (NPCUs/cab cars).

Many State-Supported Routes use NPCUs on one end of the consist to allow for push-pull service. Many of these NPCUs are former locomotives, some of which originally entered service in the 1980s and have had their power components removed. Due in large part to their age, many existing NPCUs are experiencing availability and reliability issues. To address this situation, Amtrak is converting newer surplus and existing, out-of-use P42 and HHP-8 locomotives into a new generation of NPCUs: the P42c and HHP-8c. The up-front capital conversion costs are estimated at \$11.3 million for the P42c and \$2.8 million for the HHP-8c. Amtrak previously agreed to a \$2.8 million credit towards this program that would decrease conversion capital costs to approximately \$9.06 million for the P42C and \$2.1 million for the HHP-8c. Revenue service for both equipment types is scheduled to begin in FY2024.

2.2.2 Cab Car Conversion Charge Methodology

While the duration of the conversion work is scheduled through FY2025, the expected period of equipment use will extend beyond FY2025. As a result, the parties have developed a different charge methodology than is outlined for Capital Maintenance in Section 2.1.1. HHP-8c equipment is forecasted to have an end-of-life in FY2028 and is forecasted to have only two State users. P42c equipment is currently assumed to be used at least through FY2028, though the period of use could extend beyond FY2028 as the equipment’s end-of-life is currently undefined, with changing users over time. Therefore, applying the methodology typically used for Capital Maintenance (i.e., allocating capital work completed in a fiscal year to the users of that equipment during the same year) would have required equipment users in FY2024 and FY2025 to pay for capital work that would benefit future users of the equipment.

To align the conversion costs with forecasted users of the equipment, Amtrak and States have agreed to a unique methodology to allocate conversion costs by route by the percentage of

2. Capital Maintenance Activity, Other Projects, and Capital Use Charges

forecasted use between FY2024-FY2028. The forecasted use by routes and allocation percentages are presented in Tables 1 and 2 for P42c and HHP-8c equipment respectively.

Table 1 – P42c Charges by Route (FY2024-2028)

Route	FY24	FY25	FY26	FY27	FY28	Total	Total Percentage	Total Cost
Heartland Flyer	-	1	1	1	1	4	6.56%	\$594,098.36
Hiawatha	-	2	1	-	-	3	4.920%	\$445,573.77
Empire	-	0.5	0.5	0.5	0.5	2	3.28%	\$297,049.18
Ethan Allen	-	1.5	1.5	1.5	1.5	6	9.84%	\$891,147.54
Gulf Coast	-	2	2	2	2	8	13.11%	\$1,188,196.72
Downeaster	-	3	3	3	3	12	19.67%	\$1,782,295.08
Cascades	-	5	5	-	-	10	16.39%	\$1,485,245.90
Wolverine	-	-	0		1	1	1.64%	\$148,524.59
Place Holder Route	-	-	1	7	7	15	24.59%	\$2,227,868.85
Total	-	15	15	15	16	61	100%	\$9,060,000.00

Table 2 – HHP-8c Charges by Route (FY2024-2028)

Route	FY24	FY25	FY26	FY27	FY28	Total	Total Percentage	Total Cost
Northeast Regional	-	2	2	2	2	8	32.00%	\$704,000.00
New-Haven Springfield State Calculated	-	3	3	3	3	12	48.00%	\$1,056,000.00
Keystone Service (State Supported)	2.67	-	-	-	-	2.67	10.68%	\$234,960.00
Keystone Service (NEC)	2.33	-	-	-	-	2.33	9.32%	\$205,040.00
Total	5	5	5	5	5	25	100.00%	\$2,200,000.00

The schedule of payments will be determined on a route-by-route basis between States and Amtrak.

The methodology aims to simultaneously ensure (A) Amtrak fully recovers the conversion costs incurred to operate the State-Supported Routes and (B) each user pays a charge that reflects its actual usage. To accomplish these objectives through the end of FY2028, actual use of P42c and HHP-8c equipment will be compared to forecasted use to identify variances in usage from the forecast. Actual usage will be used to recalculate each route's share of P42c and HHP-8c equipment use. For routes that have used a greater amount of the equipment than forecasted, including routes that were not forecasted to use the equipment, charges could be issued. Likewise, for routes that used less equipment than forecasted, credits could be issued. If a route used the forecasted amount of equipment, no additional charges would be issued to the route, even if share (percentage) of equipment use is higher than forecasted. This recalculation of use is anticipated to be completed through the Equipment Working Group and documented in the CIP.

2. Capital Maintenance Activity, Other Projects, and Capital Use Charges

Amtrak and States may agree to make funding adjustments to future projects to reflect updated information on fleet usage.

HHP-8c equipment is anticipated to have a useful life through FY2028 and it is not anticipated this equipment will be in revenue service beyond FY2028.

As the end-of-life of the P42c equipment is undefined, use of the equipment will continue to be tracked past the original five-year planning cycle, beginning in FY2029. The share of use by route will continue to be monitored, and as needed, credits or charges could be issued to routes depending on how each route's percentage of use has changed. This process would be completed annually and documented in the CIP until the equipment is decommissioned or until the parties decide the equipment has effectively entered a steady state of usage and capital maintenance. Routes will be not allocated a higher percentage of conversion costs unless the route's actual usage has exceeded forecasts for FY2024-FY2028.

Cab car conversion projects will be included into each state's end of year final Capital Use Charge that is not to exceed 115 percent of forecast as described in Section 2.3.1.

Annual capital maintenance and operating costs will follow the cost methodology as described in Section 2.1.1.

2.3 Advance Payments and End-of-Year Reconciliation

States have a choice between two billing options for the FY2024 Capital Use Charge: an option with an end-of-year reconciliation and a fixed payment option. States should decide between these two billing options at the beginning of the fiscal year and the decision should be recorded in states' operating contracts with Amtrak.

2.3.1 End-of-Year Reconciliation Option

At the close of the fiscal year, actual capital maintenance and other project costs incurred by Amtrak will be allocated proportionally to the daily equipment use shares described in Section 2.1.1 and the allocation methodology for other projects described in Section 2.2 to calculate each state's final Capital Use Charge. Unless otherwise agreed to by Amtrak and States, the final Capital Use Charge calculated for reconciliation will include capital maintenance and other projects. This number will be compared to each state's total payments for the fiscal year (generally equal to the initial cost estimate), and costs will be reconciled through a credit to the state or an additional charge as appropriate. The charge or credit may be applied immediately or may be deferred to a future state agreement.

Under this option, no state's final Capital Use Charge may exceed 115 percent of the forecast for the state or agency (though the forecast may be adjusted if the division of costs between states for a co-managed route differs from the assumptions used to generate the forecasts). The maximum charge applies to the total across all equipment types and not to individual equipment types. If, after the allocation process described above, a state's calculated Capital Use Charge exceeds the forecast by more than 15 percent, the final Capital Use Charge will equal 115 percent of the forecast.

2. Capital Maintenance Activity, Other Projects, and Capital Use Charges

In most circumstances, the allocation shares described in Section 2.1.1 will not be changed, even if a state's actual equipment use differs from the beginning-of-year expectation. A change can be made only if all affected parties agree that a change is appropriate.

At this time, the states and Amtrak continue to analyze a proposed change to the allocation shares of Superliner coaches based on actual usage in FY2023, with a potential adjustment to be made in FY2024.

2.3.2 Fixed Payment Option

Instead of the end-of-year reconciliation option, states may choose a fixed payment option. Under this option, state payments will equal the forecasted Capital Use Charge plus a 5 percent contingency fee, as long as Amtrak completes all of the work initially planned for the given equipment type. If Amtrak completes less work for a given equipment type than what was indicated in the budget, the costs for that equipment type will be adjusted proportionally.

3. Acquisition of New Equipment

3.1 Overview

Amtrak and the States are in the process of acquiring new equipment to replace the aging passenger rail cars and locomotives in use on State-Supported corridors across the country.

Amtrak and the States acquire new equipment through procurement projects. Across the country, different procurements are in varying stages of project development. Some projects are in the earliest stages of conceptual planning. Some projects are in their final stages, with states awaiting delivery of equipment that is currently being manufactured.

For customers, new equipment has the potential to dramatically improve the State-Supported services. New passenger rail cars and locomotives can offer environmental benefits like reduced emissions, improve reliability by replacing aging equipment that is prone to mechanical failure, and enhance the customer experience with updated interiors and modern amenities.

For Amtrak and the states, the acquisition of new equipment requires continued and increased coordination. New equipment will impact the use of the existing fleet and will affect states' annual investments in capital maintenance. Additional analysis is needed during the process of forecasting future state payments to ensure that the introduction of new equipment is planned in advance and is reflected in the capital maintenance budgets for existing equipment.

3.2 Amtrak-led Acquisition

Amtrak is currently in the process of procuring new equipment for multiple routes, including routes in the State-Supported, Northeast Corridor, and long-distance business lines. Amtrak has documented its upcoming fleet strategy in the [Amtrak Five-Year Service and Asset Line Plan for FY2022-FY2027](#), released in April 2022. An updated plan is anticipated to be published in the fall of 2024.

Amtrak is currently leading a procurement to procure 83 trainsets to be delivered by Siemens Mobility starting in 2025 through 2030. This new equipment, referred to as the Airo Fleet, will replace the Talgo trainsets which have historically operated on the State-Supported Cascades route, and the Amfleet I single-level passenger rail cars, which are in use on State-Supported routes in Connecticut, Maine, Massachusetts, New York, North Carolina, Pennsylvania, Vermont, and Virginia. The new trainsets will include dual powered and hybrid battery vehicles, and hybrid battery trains and will begin testing in 2026. The hybrid battery vehicles are prototypes and are pending approval. The trainsets will meet all the latest safety regulations and standards, providing improved structural safety. A current summary of the delivery is shown in Table 3. Amtrak and affected states are currently developing the Airo Planning Agreement Document, detailing how Amtrak and states will plan for, share, manage, operate, and fund the Airo Fleet.

3. Acquisition New Equipment

Table 3. Summary of Anticipated Trainset Delivery Schedule

Locomotive	Trainset Pool	Quantity of Trainsets	Delivery Period ¹
Diesel-Electric	D	8	Early 2026 – Late 2026
Dual Mode (Diesel-OCS)	B2	32	Late 2026 – Late 2027
Dual Mode (Diesel-OCS)	B1	26	Early 2029 – Early 2030
Dual-Mode (Diesel-Battery)	C	17	Late 2030

3.3 State-led Acquisition

In addition to participating closely in Amtrak-led procurement activities, some states are also leading or have recently led, projects to acquire new equipment for State-Supported services. A coalition of Midwest states, in partnership with Washington State and California, have taken delivery of 63 Siemens Charger diesel locomotives for use on State-Supported routes. In addition, the Midwest states and California are taking delivery of new single-level railcars to replace aging equipment.

Additional equipment procurement projects are underway, and other projects are in the planning phase. A summary of equipment acquisitions is shown in Table 4.

A change order to the Midwest Venture Car Procurement to install luggage rack divider extenders is a capital project to be shared by the Midwest states. As this project is being charged to the affected states through a contracting mechanism outside of each state’s Capital Use Charge, this project was not included in each state’s Capital Use Charge forecast.

¹ First trainsets of each type will be test trains. Following the delivery of each trainset, inspection, testing, and commissioning activities will take place before acceptance of each trainset.

3. Acquisition New Equipment

Table 4. Summary of New and Ongoing Acquisition Projects

Project	Description	Status
Siemens Chargers Procurement	A coalition of Midwest states, Washington, and California to procure 63 Tier 4 locomotives	Delivery complete
Midwest and California Venture Car Procurement	State-led procurement to acquire 137 single-level passenger railcars	Delivery in progress
Airo Procurement	Amtrak-led procurement to replace coaches used on East Coast and Pacific NW routes	Contract awarded in 2021, currently in production
Hiawathas Single-Level Car and Cab Car Procurement	State-led procurement to acquire six additional coaches and three cab cars for use on the Hiawathas	Service anticipated to begin in FY26
Connecticut Next Generation Railcars	State-led project to acquire new railcars	State released selection of manufacture of 60 new cars in August 2023

4. Plan Implementation

4.1 Roles and Responsibilities

4.1.1 Amtrak

Amtrak will update its equipment capital investment program annually to reflect the network's expected requirements for Amtrak-owned equipment for at least the next five fiscal years, balanced with constraints in facilities, labor, and funding. In doing so, Amtrak will adjust its plans to the extent possible to account for increases and decreases in state demand for Amtrak-owned equipment and will endeavor to optimize the amount and types of equipment maintained relative to the demand for that equipment.

Amtrak will ensure that the scope, schedule, and budget for capital maintenance and other projects, as applicable, are managed, that the work performed meets regulatory requirements, and that variation from this CIP in costs or production is clearly documented and communicated to states. Each quarter, Amtrak will provide a status update to the SAIPRC Equipment Working Group, in which expenditures and production levels will be measured against this CIP.

Amtrak will bill the states for advances toward the FY2024 PRIIA 209 Capital Use Charge and will perform all necessary year-end reconciliation as described in this CIP.

4.1.2 State Partners

States are responsible to pay a portion of capital costs incurred by Amtrak in proportion to their expected equipment usage at the beginning of the fiscal year. Because Amtrak's capital planning involves a long timeline, variation from planned equipment use within a given fiscal year will not generally affect a state's Capital Use Charge. Unless all affected parties agree, or in other specific circumstances described within this CIP, states are responsible for the share of capital costs for each equipment type identified in this CIP and the accompanying cost forecasts.

4.2 Capital Use Charge Forecasts and Monthly Payments

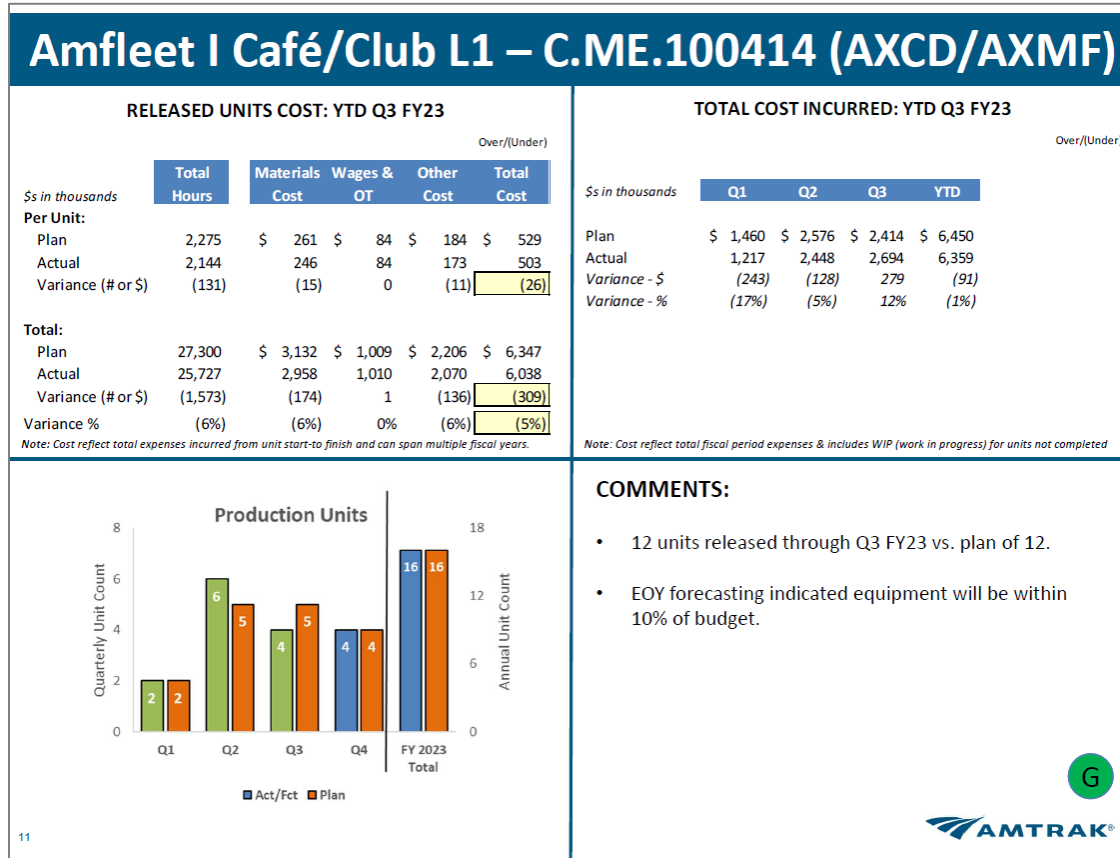
For each state, Amtrak will provide a FY2024 Capital Use Charge forecast derived from this CIP. States make monthly payments to Amtrak for the PRIIA 209 Capital Use Charge. Those payments are based on the state forecasts, with each monthly payment equal to 1/12th of the full-year forecast. States have two billing options, one of which includes an end-of-year cost reconciliation and one fixed payment option. The two billing options are described in detail in Section 2.3.

4.3 Quarterly Presentations and Reports

Amtrak will continue to provide states with quarterly reports showing the year-to-date capital maintenance and other project costs for each equipment type, allocated according to the method described in Section 2. Amtrak will also continue to make quarterly presentations to SAIPRC's Equipment Working Group updating members on its progress in implementing capital maintenance and other projects. The updates will include Amtrak's expenditures and the number of completed units year-to-date on all projects included in this CIP. Figure 3 shows an example of the information to be provided.

4. Plan Implementation

Figure 3. Sample Quarterly Update Information



Source: Amtrak.

5. Future Updates

5.1 Overview

The members of SAIPRC recognize that while progress has been made in several key areas, more work is necessary to meet the objectives outlined in the PRIIA 209 Methodology. To that end, this document includes a series of open issues to be addressed in future iterations of the CIP.

For future versions of the CIP, the SAIPRC members recognize several key priorities. In the future, Amtrak and the states should strive to include higher levels of detail in the CIP. States must manage the expectations of their stakeholders and need a sufficient level of detail to justify the expenditures of public funds for State-Supported service and to demonstrate the benefits of these investments to external stakeholders.

5.2 Open Issues for Future Updates

The CIP is intended to serve as a *living document*. In each iteration of the plan, Amtrak and the state partners strive to incorporate improvements in both process and content. Looking ahead to future updates, including next year's plan, the Equipment Working Group has identified the following topics to be addressed as appropriate:

1. Specific topics that are *not* included in this CIP:
 - a. Revised PRIIA 209 Policy: SAIPRC is currently considering updates to the PRIIA 209 policy, including elements of the policy pertaining to equipment capital. One goal of the revised policy is to clarify eligible project costs for rolling stock capital maintenance and other projects as applicable in the annual CIP process.
 - b. Spares: Because spare equipment is not in use on a specific route, there are no units associated with that equipment. Spare equipment is important on corridors for various reasons. Equipment can be out of service at any time for preventive maintenance, bad order repair, overhauls, wreck repair, and/or "protect" equipment. This CIP does not provide guidance on how to achieve efficiencies in the ratio of spare equipment to that deployed in active rotation on train consists, nor does it provide any recommendation on minimum or maximum ratios for Amtrak's equipment. Amtrak will work with individual state funding partners as requested on evaluating changes in specific route schedules and service plans to maximize the efficient use of equipment while ensuring sufficient equipment availability to meet the performance standards established for each route. Data comparing the unit estimates in the CIP to the total number of active units of that type, allowing for a calculation of utilization rate by equipment type, appears in Appendix VI.
 - c. Capital Equipment Procurement: The PRIIA 209 Policy calls for Amtrak's capital investments to procure new equipment to be shared with the affected state funding partners as a Capital Use Charge on a pro-rata share. The Committee plans to

5. Future Updates

update guidance on such an approach in a future revision to the PRIIA 209 Policy.

- d. Differing Capital Overhaul Needs: Some corridors may have different capital overhaul needs based on various factors specific to their operating environment. This implementation plan treats all operation conditions equally. Because Amtrak maintains all equipment of a certain type to be interchangeable, this means all equipment of a certain type is maintained to the most stringent level, and corridors with less-stringent needs may see higher costs. As new equipment is acquired, states will need to evaluate the efficiencies gained by using Amtrak equipment that is part of a larger pool versus the benefits they may gain by having a specialized fleet for a specific corridor with the costs of having a potentially higher number of spare units.
 - e. Custom Branding: Some corridors have custom paint schemes or train wraps consistent with their local branding and/or advertising. States with branding may have an interest in keeping that equipment on their corridor. Amtrak and other state partners may have an interest in reallocating that equipment to different corridors based on operational considerations. An agreement on custom branding has been reached for the Cascades route, but future custom branding will require case-by-case agreement.
 - f. Quality Assurance and Quality Control Procedures: The states have an interest in Amtrak ensuring that any equipment capital work or other project work completed meets or exceeds a standard of quality to meet the objective of reducing in-service failures and potential increased operating costs. This CIP does not establish a quality standard, procedures to ensure such a standard is met, or any sort of “warranty” process for any rework.
2. Alternatives Analysis: Currently no alternative scenarios are analyzed in this CIP for capital maintenance projects. If there are specific scenarios to analyze, those scenarios may be appropriate for future updates. For example, one set of scenarios could analyze the optimal cost solution for equipment replacement by states or by Amtrak. Another set of scenarios could present the impact on equipment Capital Use Charges due to altering the number of units required for service, be it through reduced spare/protect ratios or the reduced need for specific equipment types due to the discontinuance of service or deployment of alternative equipment. The state-Amtrak process for the Airo (formerly Intercity Trainset) procurement did include an alternatives analysis, as well as the Cab Car conversion projects.
 3. Cost Transparency: Cost transparency continues to be an important issue. Amtrak and the states will continue to work to identify means to provide clarity on how costs are built up and document assumptions and risks that will ensure the stakeholders understand the strengths and weaknesses of the estimates while taking necessary actions to protect Amtrak confidential and trade secret information. Addressing this issue will be beneficial

5. Future Updates

to all as it impacts budget planning, risk management, and justification of the expenses to the respective stakeholders.

4. Consist Planning: As Amtrak enters a period where it will continue to introduce new equipment, and reassign and retire older equipment, it will be important to enhance the process between states and Amtrak to identify long-term consist needs and forecast future routes consists based on availability equipment. This year's planning efforts revealed that many states had more questions about service and equipment planning than could be addressed during the CIP process. Such an enhanced process would support compliance with Section 2.1.2 of the PRIIA Section 209 Policy. At present, discussions regarding long-term consist needs occur between states and Amtrak contract managers outside of and ideally in advance of the CIP process. Through the Equipment Working Group, states are presented the consist for the upcoming fiscal year (Year 1 of the CIP) once the respective Annual Operating Plan is finalized in the spring of the preceding fiscal year. For this CIP, while there was not an opportunity for states to comment on equipment assumptions in the Annual Operating Plan before the plan is finalized. For the FY2025-FY2029 CIP, SAIPRC anticipates working with states and Amtrak to develop a consist planning process that could be incorporated into, or in advance of, the CIP process.
5. Alignment of Planning Processes: In general, the Committee's schedule and processes are determined by the existing schedule and approach of Amtrak's internal planning processes (notably the Level of Operations, Annual Operating Plan, and the 5-Year Asset Line Plan), which are in turn driven by the Federal and Amtrak Fiscal Year of October-September and other regulatory requirements. For example, for Year 1 of the CIP, the associated Level of Operations and Asset Line Plan are finalized and provided by Amtrak in the spring and summer of the preceding fiscal year respectively. The CIP is developed once these plans are distributed to the Equipment Working Group and presented to the SAIPRC Committee for approval (typically during September of the preceding fiscal year). This timeline offers the Equipment Working Group a narrow window for review and comment of the plans provided by Amtrak and the associated consist unit shares and capital maintenance charge forecasts developed by SAIPRC.
6. Integration of New Rolling Stock and Capital Charges for Legacy Equipment: The benefit received from capital maintenance, particularly overhaul projects, are often experienced over a period of multiple years after a route has been charged for project work. For state partners, annual Capital Use Charges represent a multi-year investment to maintain the rolling stock used on their routes in a state of good repair. As described in Section 3, multiple rolling stock procurements are ongoing and in various stages of delivery for revenue service. Members of the Equipment Working Group have raised concerns that the benefits received from certain charges for FY2024, such as one-time equipment conversions or for capital maintenance that was deferred in previous years, may not be able to be realized for routes that will receive new rolling stock over the next four to seven years. Therefore, a state may be paying for work in the near term that another route could potentially benefit from over the lifetime of the capital maintenance

5. Future Updates

work. Through the Equipment Working Group, SAIPRC is working with Amtrak on identifying potential solutions to this discrepancy. With the delivery of the Airo fleet over the next ten years, this discrepancy may be a continued issue.

7. Feasibility of New Methodologies: The current methodologies used to calculate the capital use charge for capital maintenance and other projects (see Sections 2.1 and 2.2) are based on the percentage of a route's use compared to use across the national network. This can create scenarios where a route's equipment use may not change, but the route's allocation share may fluctuate as other routes use more or less of a specific equipment type. To address this potential for fluctuation, EWG members have suggested the EWG evaluate the feasibility of rates for equipment use rather than an allocation share-based methodology.

Appendix I. FY2024 Route Allocation Tables

The tables below show the FY2024 allocation shares for each equipment type and forecast Capital Use Charge for each State-Supported route.

Route 40:		Adirondack	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	6.02%	\$345,820
C.ME.100062	Fleet Modifications - Amfleet I		\$1,641
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$344,179
SQ_EQ_AYAI	Amfleet II - Coach	12.66%	\$2,165,955
C.ME.100011	Amfleet II Coach Overhaul Level 2		\$2,157,634
C.ME.100058	Fleet Modifications - Amfleet II		\$8,322
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	2.34%	\$550,804
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$6,153
C.ME.100080	Legacy PTSO		\$4,536
C.ME.100653	Diesel Locomotive LCPM		\$540,115
SQ_EQ_DXDM	DIESEL LOCOMOTIVE - P32-AC-DM	6.88%	\$116,821
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$7,150
C.ME.100080	Legacy PTSO		\$10,143
C.ME.100653	Diesel Locomotive LCPM		\$99,529
Total Route Equipment Capital Use Charge			\$3,179,401

Appendix I. Route Allocation Tables

Route BF:		Berkshire Flyer	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAS	Amfleet – Capstn Standard Ch	0.04%	\$18,224
C.ME.100062	Fleet Modifications - Amfleet I		\$64
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$5,400
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$12,760
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	0.10%	\$5,373
C.ME.100062	Fleet Modifications - Amfleet I		\$22
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$1,329
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$4,021
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	0.17%	\$6,885
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$77
C.ME.100080	Legacy PTSO		\$57
C.ME.100653	Diesel Locomotive LCPM		\$6,751
SQ_EQ_DXDM	DIESEL LOCOMOTIVE - P32-AC-DM	0.17%	\$2,921
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$179
C.ME.100080	Legacy PTSO		\$254
C.ME.100653	Diesel Locomotive LCPM		\$2,488
Total Route Equipment Capital Use Charge			\$33,402

Appendix I. Route Allocation Tables

Route 41: Blue Water			
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	1.00%	\$53,732
C.ME.100062	Fleet Modifications - Amfleet I		\$223
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$13,294
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$40,215
SQ_EQ_DXCM	Midwest Charger Locomotive	11.11%	\$1,053,726
C.ME.100054	State Owned Charger Locomotives - LCPM - Midwest		\$1,053,726
SQ_EQ_HYHC	Horizon Coaches ¹	1.20%	\$158,286
C.ME.100068	Fleet Modifications - Horizon		\$1,894
C.ME.100083	Single Level COT&S		\$39,643
C.ME.100110	Delayed Single Level Overhaul Work		\$11,462
C.ME.100641	Horizon Coach Overhaul (Level 2)		\$105,287
Total Route Equipment Capital Use Charge			\$1,265,744

¹The FY24 Horizon coach capital use charge forecasts remain under discussion between affected agencies and Amtrak and are subject to change.

Appendix I. Route Allocation Tables

Route 66:		Carolinian	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	4.46%	\$107,643
C.ME.100062	Fleet Modifications - Amfleet I		\$897
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$106,746
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	1.93%	\$991,801
C.ME.100062	Fleet Modifications - Amfleet I		\$3,459
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$293,903
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$694,439
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	4.09%	\$235,262
C.ME.100062	Fleet Modifications - Amfleet I		\$1,117
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$234,145
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	2.34%	\$550,804
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$6,153
C.ME.100080	Legacy PTSO		\$4,536
C.ME.100653	Diesel Locomotive LCPM		\$540,115
SQ_EQ_VYVG	VIEWLINER II - Baggage Car	3.44%	\$99,131
C.ME.100061	Fleet Modifications - Viewliner I & II		\$71,725
C.ME.100083	Single Level COT&S		\$27,406
Total Route Equipment Capital Use Charge			\$1,984,641

Appendix I. Route Allocation Tables

Route 36:		Cascades¹	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_CBBC	Cab Car - Bge Cab/Ccm 2/7/96	50.00%	\$165,615
C.ME.100073	Fleet Modification - Cab Cars		\$165,615
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	1.17%	\$275,402
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$3,076
C.ME.100080	Legacy PTSO		\$2,268
C.ME.100653	Diesel Locomotive LCPM		\$270,058
SQ_EQ_DXCW	WSDOT Charger Locomotive	100.00%	\$1,175,075
C.ME.100067	State Owned Charger Locomotives - LCPM - WSDOT		\$1,175,075
SQ_EQ_HYHB	HORIZON - HORIZON CLUB DINETTE	90.91%	\$18,468
C.ME.100068	Fleet Modifications - Horizon		\$18,468
SQ_EQ_HYHC	HORIZON - Coach	47.22%	\$6,212,724
C.ME.100068	Fleet Modifications - Horizon		\$68,683
C.ME.100083	Single Level COT&S		\$1,437,368
C.ME.100110	Delayed Single Level Overhaul Work		\$415,600
C.ME.100641	Horizon Coach Overhaul (Level 2)		\$3,817,516
Special Projects			
SQ_EQ_DXB1	P42 LOCO - CC Conversion	16.39%	\$103,967
C.ME.100079	Cab Car Conversion		\$103,967
Total Route Equipment Capital Use Charge			\$7,953,098

¹The FY24 Cascades capital use charge forecast for Horizon coaches and the P42 locomotive conversions remain under discussion between Oregon, Washington, and Amtrak and is subject to change.

Appendix I. Route Allocation Tables

Route 20:		Chicago-St.Louis	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	5.02%	\$268,661
C.ME.100062	Fleet Modifications - Amfleet I		\$1,117
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$66,470
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$201,073
SQ_EQ_DXCM	Midwest Charger Locomotive	22.22%	\$2,107,451
C.ME.100054	State Owned Charger Locomotives - LCPM - Midwest		\$2,107,451
SQ_EQ_HYHC	HORIZON – Coach ¹	3.16%	\$415,501
C.ME.100068	Fleet Modifications - Horizon		\$4,972
C.ME.100083	Single Level COT&S		\$104,062
C.ME.100110	Delayed Single Level Overhaul Work		\$30,088
C.ME.100641	Horizon Coach Overhaul (Level 2)		\$276,378
Total Route Equipment Capital Use Charge			\$2,791,613

¹The FY24 Horizon coach capital use charge forecasts remain under discussion between affected agencies and Amtrak and are subject to change.

Appendix I. Route Allocation Tables

Route 15: Empire Service			
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	16.00%	\$8,200,608
C.ME.100062	Fleet Modifications - Amfleet I		\$28,602
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$2,430,108
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$5,741,898
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	42.17%	\$2,256,753
C.ME.100062	Fleet Modifications - Amfleet I		\$9,387
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$558,349
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$1,689,017
SQ_EQ_DXDM	DIESEL LOCOMOTIVE - P32-AC-DM	72.29%	\$1,226,624
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$75,075
C.ME.100080	Legacy PTSO		\$106,499
C.ME.100653	Diesel Locomotive LCPM		\$1,045,050
Special Projects			
SQ_EQ_DXB1	P42 LOCO - CC Conversion	3.28%	\$20,793
C.ME.100079	Cab Car Conversion		\$20,793
Total Route Equipment Capital Use Charge			\$11,704,778

Appendix I. Route Allocation Tables

Route 3:		Ethan Allen Express	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	1.42%	\$728,943
C.ME.100062	Fleet Modifications - Amfleet I		\$2,542
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$216,010
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$510,391
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	4.02%	\$214,929
C.ME.100062	Fleet Modifications - Amfleet I		\$894
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$53,176
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$160,859
SQ_EQ_DXDM	DIESEL LOCOMOTIVE - P32-AC-DM	6.88%	\$116,821
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$7,150
C.ME.100080	Legacy PTSO		\$10,143
C.ME.100653	Diesel Locomotive LCPM		\$99,529
Special Projects			
SQ_EQ_DXB1	P42 LOCO - CC Conversion	9.84%	\$62,380
C.ME.100079	Cab Car Conversion		\$62,380
Total Route Equipment Capital Use Charge			\$1,123,073

Appendix I. Route Allocation Tables

Route GC:		Gulf Coast	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
Special Projects			
SQ_EQ_DXB1	P42 LOCO - CC Conversion	13.11%	\$83,174
C.ME.100079	Cab Car Conversion		\$83,173
Total Route Equipment Capital Use Charge			\$83,173

Appendix I. Route Allocation Tables

Route 29: Heartland Flyer			
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	1.75%	\$413,103
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$4,614
C.ME.100080	Legacy PTSO		\$3,402
C.ME.100653	Diesel Locomotive LCPM		\$405,086
SQ_EQ_SX	Superliner Coach (I and II)	2.81%	\$722,157
C.ME.100042	Superliner II Coach Overhaul		\$274,159
C.ME.100059	Fleet Modifications - Superliner I & II		\$15,363
C.ME.100177	Superliner I Coach Overhaul (Level 2)		\$296,644
C.RE.100054	Superliner Accessible Restroom		\$135,990
SQ_EQ_SXSK	SUPERLINER I - S.L. Snack Coach	21.05%	\$307,155
C.ME.100059	Fleet Modifications - Superliner I & II		\$10,957
C.ME.100177	Superliner I Coach Overhaul (Level 2)		\$296,198
Special Projects			
SQ_EQ_DXBD	P42 LOCO - CC Conversion	6.56%	\$41,587
C.ME.100079	Cab Car Conversion		\$41,587
Total Route Equipment Capital Use Charge			\$1,484,002

Appendix I. Route Allocation Tables

Route 21/TCMC: Hiawathas/Twin City Chicago Milwaukee			
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	552%	\$295,527
C.ME.100062	Fleet Modifications - Amfleet I		\$1,229
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$73,117
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$221,527
SQ_EQ_CBBC	Cab Car - Bge Cab/Ccm 2/7/96	12.50%	\$41,404
C.ME.100073	Fleet Modification - Cab Cars		\$41,404
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	1.61%	\$378,677
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$4,230
C.ME.100080	Legacy PTSO		\$3,118
C.ME.100653	Diesel Locomotive LCPM		\$371,329
SQ_EQ_DXCM	Midwest Charger Locomotive	11.11%	\$1,053,726
C.ME.100054	State Owned Charger Locomotives - LCPM – Midwest		\$1,053,726
SQ_EQ_HYHC	HORIZON – Coach ¹	24.78%	\$3,260,691
C.ME.100068	Fleet Modifications - Horizon		\$39,022
C.ME.100083	Single Level COT&S		\$816,636
C.ME.100110	Delayed Single Level Overhaul Work		\$236,122
C.ME.100641	Horizon Coach Overhaul (Level 2)		\$2,168,910
Special Projects			
SQ_EQ_DXB1	P42 LOCO - CC Conversion	4.92%	\$31,190
C.ME.100070	Cab Car Conversion		\$31,190
Total Route Equipment Capital Use Charge			\$5,061,215

¹The FY24 Horizon coach capital use charge forecasts remain under discussion between affected agencies and Amtrak and are subject to change.

Appendix I. Route Allocation Tables

Route 23:		Illini	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_DXCM	Midwest Charger Locomotive	11.11%	\$1,053,726
C.ME.100054	State Owned Charger Locomotives - LCPM - Midwest		\$1,053,726
SQ_EQ_HYHC	Horizon Coach¹	1.80%	\$237,429
C.ME.100068	Fleet Modifications - Horizon		\$2,841
C.ME.100083	Single Level COT&S		\$59,464
C.ME.100110	Delayed Single Level Overhaul Work		\$17,193
C.ME.100641	Horizon Coach Overhaul (Level 2)		\$157,930
SQ_EQ_SX	Superliner Coach (I and II)	8.84%	\$2,269,637
C.ME.100042	Superliner II Coach Overhaul		\$861,643
C.ME.100059	Fleet Modifications - Superliner I & II		\$48,285
C.ME.100177	Superliner I Coach Overhaul (Level 2)		\$932,310
C.RE.100054	Superliner Accessible Restroom		\$427,398
SQ_EQ_SXSK	SUPERLINER I - S.L. Snack Coach	78.95%	\$1,151,833
C.ME.100059	Fleet Modifications - Superliner I & II		\$41,090
C.ME.100177	Superliner I Coach Overhaul (Level 2)		\$1,110,743
SQ_EQ_SYSR	Superliner Lounge (Sightseer)	6.19%	\$296,620
C.ME.100059	Fleet Modifications - Superliner I & II		\$16,443
C.ME.100176	Superliner I Lounge Overhauls		\$280,177
Total Route Equipment Capital Use Charge			\$5,009,245

¹The FY24 Horizon coach capital use charge forecasts remain under discussion between affected agencies and Amtrak and are subject to change.

Appendix I. Route Allocation Tables

Route 24:		Illinois Zephyr	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_DXCM	Midwest Charger Locomotive	11.11%	\$1,053,726
C.ME.100054	State Owned Charger Locomotives - LCPM - Midwest		\$1,053,726
SQ_EQ_HYHC	Horizon Coach ¹	1.20%	\$158,286
C.ME.100068	Fleet Modifications - Horizon		\$1,894
C.ME.100083	Single Level COT&S		\$39,643
C.ME.100110	Delayed Single Level Overhaul Work		\$11,462
C.ME.100641	Horizon Coach Overhaul (Level 2)		\$105,287
Total Route Equipment Capital Use Charge			\$1,212,012

¹The FY24 Horizon coach capital use charge forecasts remain under discussion between affected agencies and Amtrak and are subject to change.

Appendix I. Route Allocation Tables

Route 56:		Kansas City-St.Louis	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	4.02%	\$214,929
C.ME.100062	Fleet Modifications - Amfleet I		\$894
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$53,176
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$160,859
SQ_EQ_DXCM	Midwest Charger Locomotive	11.11%	\$1,053,726
C.ME.100054	State Owned Charger Locomotives - LCPM - Midwest		\$1,053,726
SQ_EQ_HYHC	HORIZON – Coach ¹	1.05%	\$138,500
C.ME.100068	Fleet Modifications - Horizon		\$1,657
C.ME.100083	Single Level COT&S		\$34,687
C.ME.100110	Delayed Single Level Overhaul Work		\$10,029
C.ME.100641	Horizon Coach Overhaul (Level 2)		\$92,126
Total Route Equipment Capital Use Charge			\$1,407,155

¹The FY24 Horizon coach capital use charge forecasts remain under discussion between affected agencies and Amtrak and are subject to change.

Appendix I. Route Allocation Tables

Route 14:		Keystone Service	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	6.24%	\$3,198,025
C.ME.100062	Fleet Modifications - Amfleet I		\$11,154
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$947,679
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$2,239,192
SQ_EQ_CBCC	Cab Car - CAB COACH	43.79%	\$866,696
C.ME.100080	Legacy PTSO		\$36,334
C.ME.100649	Cab Car Overhaul Level 1		\$830,361
SQ_EQ_EXES	ELECTRIC LOCOMOTIVE - ACS-64	7.95%	\$841,951
C.ME.100019	ACS-64 LCPM		\$803,656
C.ME.100069	Fleet Modification - Locomotive - Electric		\$5,871
C.ME.100080	Legacy PTSO		\$32,425
Special Projects			
SQ_EQ_DXHP	HHP-8 LOCO - CC Conversion	10.68%	\$234,960
C.ME.100079	Cab Car Conversion		\$234,960
Total Route Equipment Capital Use Charge			\$5,141,632

Appendix I. Route Allocation Tables

Route 7:		Maple Leaf	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAS	Amfleet - CLUB DINETTE	2.84%	\$1,457,886
C.ME.100062	Fleet Modifications - Amfleet I		\$5,085
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$432,019
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$1,020,782
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	8.03%	\$429,858
C.ME.100062	Fleet Modifications - Amfleet I		\$1,788
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$106,352
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$321,718
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	2.34%	\$550,804
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$6,153
C.ME.100080	Legacy PTSO		\$4,536
C.ME.100653	Diesel Locomotive LCPM		\$536,115
SQ_EQ_DXDM	DIESEL LOCOMOTIVE - P32-AC-DM	6.88%	\$116,821
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$7,150
C.ME.100080	Legacy PTSO		\$10,143
C.ME.100653	Diesel Locomotive LCPM		\$99,529
Total Route Equipment Capital Use Charge			\$2,555,368

Appendix I. Route Allocation Tables

Route 12A:		New Haven - Springfield	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	1.12%	\$27,027
C.ME.100062	Fleet Modifications - Amfleet I		\$225
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$26,802
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	2.12%	\$1,087,063
C.ME.100062	Fleet Modifications - Amfleet I		\$3,791
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$322,132
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$761,140
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	1.03%	\$59,070
C.ME.100062	Fleet Modifications - Amfleet I		\$280
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$58,790
SQ_EQ_CBCC	Cab Car - CAB COACH	17.65%	\$349,241
C.ME.100080	Legacy PTSO		\$14,641
C.ME.100649	Cab Car Overhaul Level 1		\$334,600
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	5.25%	\$1,239,308
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$13,843
C.ME.100080	Legacy PTSO		\$10,205
C.ME.100653	Diesel Locomotive LCPM		\$1,215,259
Special Projects			
SQ_EQ_DXBD	HHP-8 LOCO - CC Conversion	48.00%	\$1,056,000
C.ME.100079	Cab Car Conversion		\$1,056,000
Total Route Equipment Capital Use Charge			\$3,817,711

Appendix I. Route Allocation Tables

Route 35:		Pacific Surfliner	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_OXOB	PACIFIC SURFLINER EQUIPMENT - Cab Car	100.00%	\$1,447,177
C.ME.100644	Surfliner Cab Car Overhaul		\$1,447,177
SQ_EQ_OXOC	PACIFIC SURFLINER EQUIPMENT - Coach Car	100.00%	\$911,832
C.ME.100640	Surfliner Coach Overhaul		\$911,832
SQ_EQ_OXOF	PACIFIC SURFLINER EQUIPMENT - Coach/Cafe	100.00%	\$1,348,535
C.ME.100647	Surfliner Cafe Overhaul		\$1,348,535
SQ_EQ_OXOM	PACIFIC SURFLINER EQUIPMENT - Bus Class	100.00%	\$414,062
C.ME.100646	Surfliner Custom Coach Overhaul		\$414,062
SQ_EQ_SYLJ	Superliner Coach (LOSSAN)	100.00%	\$2,110,412
C.ME.100177	Superliner I Coach Overhaul (Level 2)		\$2,110,412
Total Route Equipment Capital Use Charge			\$6,232,018

Appendix I. Route Allocation Tables

Route 57: Pennsylvanian			
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	5.21%	\$125,795
C.ME.100062	Fleet Modifications - Amfleet I		\$1,048
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$124,747
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	4.78%	\$274,935
C.ME.100062	Fleet Modifications - Amfleet I		\$1,305
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$273,630
SQ_EQ_AYAI	Amfleet II - Coach	8.05%	\$1,377,587
C.ME.100011	Amfleet II Coach Overhaul Level 2		\$1,372,294
C.ME.100058	Fleet Modifications - Amfleet II		\$5,293
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	2.34%	\$550,804
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$6,153
C.ME.100080	Legacy PTSO		\$4,536
C.ME.100653	Diesel Locomotive LCPM		\$540,115
SQ_EQ_VYVG	VIEWLINER II - Baggage Car	4.03%	\$115,848
C.ME.100061	Fleet Modifications - Viewliner I & II		\$83,820
C.ME.100083	Single Level COT&S		\$32,028
Total Route Equipment Capital Use Charge			\$2,444,969

Appendix I. Route Allocation Tables

Route 65: Pere Marquette			
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	1.00%	\$53,732
C.ME.100062	Fleet Modifications - Amfleet I		\$223
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$13,294
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$40,215
SQ_EQ_DXCM	Midwest Charger Locomotive	5.56%	\$526,863
C.ME.100054	State Owned Charger Locomotives - LCPM - Midwest		\$526,863
SQ_EQ_HYHC	HORIZON – Coach ¹	0.30%	\$39,571
C.ME.100068	Fleet Modifications - Horizon		\$474
C.ME.100083	Single Level COT&S		\$9,911
C.ME.100110	Delayed Single Level Overhaul Work		\$2,866
C.ME.100641	Horizon Coach Overhaul (Level 2)		\$26,322
Total Route Equipment Capital Use Charge			\$620,167

¹The FY24 Horizon coach capital use charge forecasts remain under discussion between affected agencies and Amtrak and are subject to change.

Appendix I. Route Allocation Tables

Route 67:		Piedmont	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	0.88%	\$206,551
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$2,307
C.ME.100080	Legacy PTSO		\$1,701
C.ME.100653	Diesel Locomotive LCPM		\$202,543
Total Route Equipment Capital Use Charge			\$206,551

Appendix I. Route Allocation Tables

Route 9:		The Downeaster¹	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAS	Amfleet – Capstn Standard Ch	4.27%	\$2,186,829
C.ME.100062	Fleet Modifications – Amfleet I		\$7,627
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$648,029
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$1,531,173
SQ_EQ_AXCD	Amfleet – CLUB DINETTE	12.05%	\$644,786
C.ME.100062	Fleet Modifications – Amfleet I		\$2,682
C.ME.100377	Amfleet I I/Club Overhaul Level 2		\$159,528
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$482,576
SQ_EQ_CBBC	Cab Car - Bge Cab/Ccm 2/7/96	37.50%	\$124,211
C.ME.100073	Fleet Modifications - Cab Cars		\$124,211
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	3.50%	\$826,205
C.ME.100070	Fleet Modifications - Locomotive - Diesel		\$9,229
C.ME.100080	Legacy PTSO		\$6,804
C.ME.100653	Diesel Locomotive LCPM		\$810,173
SQ_EQ_HYHC	HORIZON-COACH	7.52%	\$989,287
C.ME.100068	Fleet Modifications - Horizon		\$11,839
C.ME.100083	Single Level COT&S		\$247,766
C.ME.100110	Delayed Single Level Overhaul Work		\$71,639
C.ME.100641	Horizon Coach Overhaul (Level 2)		\$658,043
Special Projects			
SQ_EQ_DXB1	P42 LOCO - CC Conversion	19.67%	\$124,761
C.ME.100079	Cab Car Conversion		\$124,761

Appendix I. Route Allocation Tables

Total Route Equipment Capital Use Charge	\$4,896,080
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¹The FY24 Downeaster equipment utilization plan and capital use charge forecast remain under discussion between the Northern New England Passenger Rail Authority and Amtrak and is subject to change.

Appendix I. Route Allocation Tables

Route 4A:		Vermont	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	1.11%	\$571,238
C.ME.100062	Fleet Modifications - Amfleet I		\$1,992
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$169,276
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$339,969
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	3.58%	\$191,753
C.ME.100062	Fleet Modifications - Amfleet I		\$798
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$47,442
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$143,514
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	2.34%	\$550,804
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$6,153
C.ME.100080	Legacy PTSO		\$4,536
C.ME.100653	Diesel Locomotive LCPM		\$540,115
Total Route Equipment Capital Use Charge			\$1,313,795

Appendix I. Route Allocation Tables

Route 47: Washington - Newport News			
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	2.46%	\$59,471
C.ME.100062	Fleet Modifications - Amfleet I		\$496
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$58,975
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	1.98%	\$1,015,811
C.ME.100062	Fleet Modifications - Amfleet I		\$3,543
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$301,018
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$711,250
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	1.82%	\$97,557
C.ME.100062	Fleet Modifications - Amfleet I		\$406
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$24,137
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$73,015
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	2.26%	\$129,978
C.ME.100062	Fleet Modifications - Amfleet I		\$617
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$129,361
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	1.30%	\$307,311
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$3,433
C.ME.100080	Legacy PTSO		\$2,531
C.ME.100653	Diesel Locomotive LCPM		\$301,348
Total Route Equipment Capital Use Charge			\$1,610,129

Appendix I. Route Allocation Tables

Route 50: Washington - Norfolk			
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	9.01%	\$217,502
C.ME.100062	Fleet Modifications - Amfleet I		\$1,812
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$215,690
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	4.42%	\$2,267,797
C.ME.100062	Fleet Modifications - Amfleet I		\$7,910
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$672,023
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$1,587,865
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	8.27%	\$475,367
C.ME.100062	Fleet Modifications - Amfleet I		\$2,256
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$473,111
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	4.89%	\$1,152,802
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$12,877
C.ME.100080	Legacy PTSO		\$9,493
C.ME.100653	Diesel Locomotive LCPM		\$1,130,432
Total Route Equipment Capital Use Charge			\$4,113,469

Appendix I. Route Allocation Tables

Route 51: Washington - Richmond			
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	0.67%	\$16,107
C.ME.100062	Fleet Modifications - Amfleet I		\$134
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$15,973
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	0.28%	\$145,524
C.ME.100062	Fleet Modifications - Amfleet I		\$508
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$43,124
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$101,893
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	0.61%	\$35,203
C.ME.100062	Fleet Modifications - Amfleet I		\$167
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$35,036
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	0.40%	\$95,256
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$1,064
C.ME.100080	Legacy PTSO		\$784
C.ME.100653	Diesel Locomotive LCPM		\$93,408
Total Route Equipment Capital Use Charge			\$292,091

Appendix I. Route Allocation Tables

Route 46:		Washington - Roanoke	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	2.16%	\$52,232
C.ME.100062	Fleet Modifications - Amfleet I		\$435
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$51,797
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	1.64%	\$838,748
C.ME.100062	Fleet Modifications - Amfleet I		\$2,925
C.ME.100413	Amfleet I Coach Overhaul Level 1		\$248,548
C.ME.201291	Amfleet I Coach Overhaul Level 2		\$587,274
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	2.01%	\$107,417
C.ME.100062	Fleet Modifications - Amfleet I		\$447
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2		\$26,576
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$80,394
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	1.99%	\$114,157
C.ME.100062	Fleet Modifications - Amfleet I		\$542
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$113,615
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	2.35%	\$553,399
C.ME.100070	Fleet Modification - Locomotive - Diesel		\$6,181
C.ME.100080	Legacy PTSO		\$4,557
C.ME.100653	Diesel Locomotive LCPM		\$542,661
Total Route Equipment Capital Use Charge			\$1,665,952

Appendix I. Route Allocation Tables

Route 22:		Wolverines	
Equip/Proj. Code	Equipment Name / Project Description	Allocation %	FY2024 Forecast Equip. Capital Use Charge
SQ_EQ_AXCD	Amfleet – CLUB DINETTE	1.00%	\$53,732
C.ME.100062	Fleet Modifications - Amfleet I		\$223
C.ME.100377	Amfleet I Café/Club Overhaul Level 2		\$13,294
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$40,215
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	2.26%	\$129,683
C.ME.100062	Fleet Modifications - Amfleet I		\$615
C.ME.100414	Amfleet I Café/Club Overhaul Level 1		\$129,067
SQ_EQ_DXCM	Midwest Charger Locomotive	16.67%	\$1,580,589
C.ME.100054	State Owned Charger Locomotives - LCPM - Midwest		\$1,580,589
SQ_EQ_HYHC	HORIZON – Coach ¹	3.76%	\$494,644
C.ME.100068	Fleet Modifications - Horizon		\$5,920
C.ME.100083	Single Level COT&S		\$123,883
C.ME.100110	Delayed Single Level Overhaul Work		\$35,819
C.ME.100641	Horizon Coach Overhaul (Level 2)		\$329,022
Special Projects			
SQ_EQ_DXB1	P42 LOCO - CC Conversion	1.64%	\$10,397
C.ME.100079	Cab Car Conversion		\$10,397
Total Route Equipment Capital Use Charge			\$2,269,044

¹The FY24 Horizon coach capital use charge forecasts remain under discussion between affected agencies and Amtrak and are subject to change.

Appendix II. FY2024-2028 Route Costs

Route Type	Route Code	Route Name	FY24 Forecasted Cost	FY25 Forecasted Cost ¹	FY26 Forecasted Cost ¹	FY27 Forecasted Cost ¹	FY28 Forecasted Cost
Long Distance	NA		\$117,715,352	\$91,807,028	\$79,541,254	\$85,807,039	\$79,147,791
Northeast Corridor	NA		\$45,121,919	\$45,630,776	\$47,751,021	\$27,717,831	\$19,421,287
State Supported	APT_RT_03	Ethan Allen Express	\$1,123,073	\$1,997,800	\$1,466,800	\$839,664	\$429,594
	APT_RT_04A	Vermont State Calculated	\$1,313,795	\$1,587,867	\$1,767,964	\$1,058,702	\$511,836
	APT_RT_07	Maple Leaf	\$2,555,368	\$2,935,887	\$3,445,055	\$2,018,982	\$1,005,907
	APT_RT_09	The Downeaster ²	\$4,896,080	\$6,600,369	\$5,136,421	\$3,697,243	\$3,180,222
	APT_RT_12A	NHV - SPG State Calculated	\$3,817,711	\$3,496,243	\$3,223,562	\$2,202,796	\$1,276,554
	APT_RT_14	Keystone Service	\$5,141,632	\$5,208,310	\$4,887,746	\$3,942,142	\$3,081,641
	APT_RT_15	Empire Service	\$11,704,778	\$13,097,127	\$15,934,435	\$9,128,294	\$4,676,864
	APT_RT_20	Chicago-St. Louis ³	\$2,791,613	\$2,449,279	\$3,446,374	\$6,790,318	\$7,416,866
	APT_RT_21/TCMC	Hiawathas/ Twin Cities Milwaukee Chicago ³	\$5,061,215	\$3,672,515	\$2,934,961	\$4,905,763	\$6,124,593
	APT_RT_22	Wolverines ³	\$2,269,044	\$1,801,684	\$2,129,204	\$4,887,672	\$5,480,276
	APT_RT_23	Illini ³	\$5,009,245	\$4,930,523	\$3,465,852	\$6,711,855	\$7,307,833
	APT_RT_24	ILLINOIS Zephyr ³	\$1,212,012	\$1,068,590	\$1,310,573	\$3,071,769	\$3,466,838
	APT_RT_29	Heartland Flyer	\$1,484,002	\$2,097,942	\$1,133,044	\$1,360,321	\$1,294,905
	APT_RT_35	Pacific Surfliner	\$6,232,018	\$9,639,080	\$6,231,004	\$5,685,697	\$9,090,882
	APT_RT_36	Cascades ⁴	\$7,953,098	\$8,693,507	\$8,474,076	\$7,326,855	\$7,359,942
	APT_RT_37	Capitols	\$0	\$1,068,817	\$1,520,339	\$644,555	\$0
	APT_RT_39	San Joaquin	\$0	\$684,043	\$973,017	\$412,515	\$0
	APT_RT_40	Adirondack	\$3,179,401	\$4,050,142	\$4,262,694	\$2,488,978	\$2,105,200
	APT_RT_41	Blue Water ³	\$1,265,744	\$1,044,810	\$1,246,549	\$2,962,012	\$3,357,082
	APT_RT_46	Washington - Roanoke	\$1,665,952	\$1,946,102	\$2,083,194	\$1,113,104	\$542,598
	APT_RT_47	Washington - Newport News	\$1,610,129	\$1,761,585	\$2,177,170	\$1,482,778	\$750,975
	APT_RT_50	Washington - Norfolk	\$4,113,469	\$4,710,450	\$4,835,357	\$2,342,796	\$1,146,899
	APT_RT_51	Washington - Richmond	\$292,091	\$341,511	\$436,956	\$338,618	\$163,468
	APT_RT_56	Kansas City-St. Louis ³	\$1,407,155	\$1,260,668	\$1,815,674	\$3,323,340	\$3,587,537
	APT_RT_57	Pennsylvanian	\$2,444,969	\$2,978,165	\$3,151,282	\$1,791,061	\$1,472,210
	APT_RT_65	Pere Marquette ³	\$620,167	\$537,852	\$664,863	\$1,552,301	\$1,749,835
APT_RT_66	Carolinian	\$1,984,641	\$2,273,516	\$2,352,761	\$1,150,753	\$696,335	
APT_RT_67	Piedmont	\$206,551	\$0	\$0	\$0	\$0	
APT_RT_96	Special Trains (Horizons)	\$1,051,019	\$249,472	\$87,588	\$242,919	\$485,051	
APT_RT_BF	Berkshire Flyer	\$33,402	\$39,721	\$45,961	\$26,981	\$13,256	
APT_RT_GC	Gulf Coast	\$83,174	\$2,822,494	\$1,365,757	\$772,384	\$785,674	
State Supported Total			\$82,522,546	\$95,046,071	\$92,006,233	\$84,273,168	\$78,560,872
Grand Total			\$245,359,817	\$232,483,875	\$219,298,507	\$197,798,037	\$177,129,950

¹FY25-FY27 forecasts include allocations for Loss of Shunt – this project’s funding sources and allocation methodologies are subject to change in future iterations of the CIP.

²The FY24 Downeaster equipment utilization plan and capital use charge forecast remain under discussion between the Northern New England Passenger Rail Authority and Amtrak and is subject to change.

³The FY24 Horizon coach capital use charge forecasts remain under discussion between affected agencies and Amtrak and are subject to change.

⁴The FY24 Cascades capital use charge forecast for Horizon coaches and the P42 locomotive conversions remain under discussion between Oregon, Washington, and Amtrak and is subject to change.

Appendix III. FY2024-2028 Capital Projects

WBS	Program	Equipment Code	Equipment Name	FY24 Units	FY24 Forecasted Cost	FY25 Units	FY25 Forecasted Cost	FY26 Units	FY26 Forecasted Cost	FY27 Units	FY27 Forecasted Cost	FY28 Units	FY28 Forecasted Cost
Capital Maintenance Projects													
C.ME.100011	Amfleet II Coach Overhaul Level 2	SQ_EQ_AYAI	Amfleet II - Coach	28	\$17,045,305	26	\$20,083,217	20	\$16,498,274	2	\$820,878	-	-
C.ME.100019	ACS-64 LCPM	SQ_EQ_EXES	ELECTRIC LOCOMOTIVE - ACS-64	270	\$10,106,471	NA	\$10,930,148	NA	\$10,930,148	NA	\$10,930,148	NA	\$10,930,148
C.ME.100025	Maint - VL2 Baggage	SQ_EQ_VYVG	VIEWLINER II - Baggage Car	-	-	-	\$454,912	7	\$1,492,237	2	\$671,506	2	-
C.ME.100040	Superliner II Sleeper Overhaul	SQ_EQ_SYSD	SUPERLINER II - Deluxe Sleeper	7	\$5,383,548	16	-	10	-	15	-	8	-
C.ME.100041	Maint - SL2 Lounge	SQ_EQ_SYRJ	Superliner II Lounge LOSSAN	-	-	-	-	1	\$875,357	-	-	-	-
		SQ_EQ_SYSR	Superliner Lounge (Sightseer)	-	-	NA	\$7,344,166	NA	\$1,882,018	NA	\$7,245,004	NA	\$1,822,262
C.ME.100042	Superliner II Coach Overhaul	SQ_EQ_SX	Superliner Coach (I and II)	13	\$9,752,234	6	\$2,707,174	3	\$1,858,645	14	\$12,787,080	11	\$8,133,112
		SQ_EQ_SYLJ	Superliner Coach (LOSSAN)	-	-	-	-	-	-	1	\$866,921	-	-
C.ME.100043	Superliner II Diner Overhaul	SQ_EQ_SYSF	SUPERLINER II - Diner	4	\$3,328,708	4	-	8	-	12	-	4	-
C.ME.100044	Superliner II Trans Sleeper Dorm Overhaul	SQ_EQ_SYSD	SUPERLINER II - Deluxe Sleeper	9	\$6,241,357	-	-	-	-	-	-	-	-
		SQ_EQ_SYST	SUPERLINER II - Trans. Sleeper	8	\$5,547,873	1	-	6	-	17	-	15	-
C.ME.100050	Loss of Shunt	SQ_EQ_DXA1	Siemens Charger Locomotive	-	-	NA	\$2,137,634	NA	\$3,040,677	NA	\$1,289,109	-	-
		SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	-	-	NA	\$7,397,922	NA	\$10,551,150	NA	\$4,508,273	-	-
		SQ_EQ_DXBP	DIESEL LOCOMOTIVE - P40-8	-	-	NA	\$342,021	NA	\$486,508	NA	\$206,257	-	-
		SQ_EQ_DXCC	CA Charger Locomotive	-	-	NA	\$1,368,085	NA	\$1,946,033	NA	\$825,030	-	-
		SQ_EQ_DXCM	Midwest Charger Locomotive	-	-	NA	\$1,539,096	NA	\$2,189,288	NA	\$928,159	-	-
		SQ_EQ_DXCW	WSDOT Charger Locomotive	-	-	NA	\$427,527	NA	\$608,135	NA	\$257,822	-	-
		SQ_EQ_DXDM	DIESEL LOCOMOTIVE - P32-AC-DM	-	-	NA	\$1,242,393	NA	\$1,767,242	NA	\$749,230	-	-
		SQ_EQ_DXGM	DIESEL LOCOMOTIVE - F59 Diesel Loco	-	-	NA	\$1,154,322	NA	\$1,641,966	NA	\$696,119	-	-
C.ME.100054	State Owned Charger Locomotives - LCPM - Midwest	SQ_EQ_DXCM	Midwest Charger Locomotive	42	\$9,483,531	NA	\$6,986,142	NA	\$6,665,673	NA	\$21,677,421	NA	\$26,161,204
C.ME.100058	Fleet Modifications - Amfleet II	SQ_EQ_AYAH	Amfleet II - Lounge II	34	\$13,465	NA	\$9,129	NA	\$11,297	NA	\$11,297	NA	\$11,297
		SQ_EQ_AYAI	Amfleet II - Coach	166	\$65,743	NA	\$44,570	NA	\$55,156	NA	\$55,156	NA	\$55,156
C.ME.100059		SQ_EQ_SX	Superliner Coach (I and II)	105	\$546,496	NA	\$819,745	NA	\$1,118,343	NA	\$1,118,343	NA	\$1,118,343

WBS	Program	Equipment Code	Equipment Name	FY24 Units	FY24 Forecasted Cost	FY25 Units	FY25 Forecasted Cost	FY26 Units	FY26 Forecasted Cost	FY27 Units	FY27 Forecasted Cost	FY28 Units	FY28 Forecasted Cost
	Fleet Modifications - Superliner I & II	SQ_EQ_SXSK	SUPERLINER I - S.L. Snack Coach	10	\$52,047	NA	\$78,071	NA	\$106,509	NA	\$106,509	NA	\$106,509
		SQ_EQ_SXSQ	SUPERLINER I - Baggage Coach	47	\$244,622	NA	\$366,933	NA	\$500,592	NA	\$500,592	NA	\$500,592
		SQ_EQ_SXSS	SUPERLINER I - SUPERLINER SLEEPER	61	\$317,488	NA	\$476,233	NA	\$649,704	NA	\$649,704	NA	\$649,704
		SQ_EQ_SYSF	SUPERLINER II - Diner	30	\$156,142	NA	\$234,213	NA	\$319,527	NA	\$319,527	NA	\$319,527
		SQ_EQ_SYSR	Superliner Lounge (Sightseer)	51	\$265,441	NA	\$398,162	NA	\$543,195	NA	\$543,195	NA	\$543,195
		SQ_EQ_SYST	SUPERLINER II - Trans. Sleeper	34	\$176,961	NA	\$265,441	NA	\$362,130	NA	\$362,130	NA	\$362,130
C.ME.100061	Fleet Modifications - Viewliner I & II	SQ_EQ_VYVF	VIEWLINER II - Diner	32	\$432,679	NA	\$525,235	NA	\$375,294	NA	\$360,593	NA	\$360,593
		SQ_EQ_VYVG	VIEWLINER II - Baggage Car	154	\$2,082,268	NA	\$2,527,693	NA	\$1,806,103	NA	\$1,735,356	NA	\$1,735,356
C.ME.100062	Fleet Modifications - Amfleet I	SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	28	\$20,105	NA	\$24,613	NA	\$12,307	NA	\$6,153	-	-
		SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	249	\$178,794	NA	\$218,880	NA	\$109,440	NA	\$54,720	-	-
		SQ_EQ_AXCD	Amfleet - CLUB DINETTE	31	\$22,260	NA	\$27,250	NA	\$13,625	NA	\$6,813	-	-
		SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	38	\$27,286	NA	\$33,403	NA	\$16,702	NA	\$8,351	-	-
C.ME.100064	Superliner Bag/Coach Luggage/Bike Racks	SQ_EQ_SXSQ	SUPERLINER I - Baggage Coach	7	\$170,209	-	-	-	-	-	-	-	-
C.ME.100067	State Owned Charger Locomotives - LCPM - WSDOT	SQ_EQ_DXCW	WSDOT Charger Locomotive	13	\$1,175,075	NA	\$3,938,664	NA	\$6,269,033	NA	\$6,269,033	NA	\$6,269,033
C.ME.100068	Fleet Modifications - Horizon	SQ_EQ_HYHB	HORIZON - HORIZON CLUB DINETTE	8	\$20,315	NA	\$10,290	NA	\$4,713	NA	\$556	-	-
		SQ_EQ_HYHC	HORIZON - Coach	62	\$157,443	NA	\$79,745	NA	\$36,523	NA	\$4,307	-	-
C.ME.100069	Fleet Modification - Locomotive - Electric	SQ_EQ_EXES	ELECTRIC LOCOMOTIVE - ACS-64	93	\$73,825	NA	\$136,537	NA	\$136,537	NA	\$136,537	NA	\$136,537
C.ME.100070	Fleet Modification - Locomotive - Diesel	SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	137	\$263,481	NA	\$780,994	NA	\$780,994	NA	\$780,994	NA	\$780,994
		SQ_EQ_DXBP	DIESEL LOCOMOTIVE - P40-8	36	\$69,236	NA	\$205,225	NA	\$205,225	NA	\$205,225	NA	\$205,225
		SQ_EQ_DXDM	DIESEL LOCOMOTIVE - P32-AC-DM	54	\$103,854	NA	\$307,837	NA	\$307,837	NA	\$307,837	NA	\$307,837
C.ME.100073	Fleet Modification - Cab Cars	SQ_EQ_CBBC	Cab Car - Bge Cab/Ccm 2/7/96	64	\$331,230	NA	\$99,000	NA	\$99,000	NA	\$45,079	-	-
C.ME.100080	Legacy PTSO	SQ_EQ_CBCC	Cab Car - CAB COACH	5	\$82,967	NA	\$134,574	-	-	-	-	-	-
		SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	13	\$194,243	NA	\$315,066	-	-	-	-	-	-
		SQ_EQ_DXDM	DIESEL LOCOMOTIVE - P32-AC-DM	14	\$147,323	NA	\$238,962	-	-	-	-	-	-
		SQ_EQ_EXES	ELECTRIC LOCOMOTIVE - ACS-64	22	\$407,762	NA	\$661,399	-	-	-	-	-	-
C.ME.100083	Single Level COT&S	SQ_EQ_HYHC	HORIZON - Coach	22	\$3,294,890	NA	\$682,376	-	-	-	-	-	-

WBS	Program	Equipment Code	Equipment Name	FY24 Units	FY24 Forecasted Cost	FY25 Units	FY25 Forecasted Cost	FY26 Units	FY26 Forecasted Cost	FY27 Units	FY27 Forecasted Cost	FY28 Units	FY28 Forecasted Cost
		SQ_EQ_VXVS	VIEWLINER - Sleeper	22	\$3,294,890	-	-	-	-	-	-	-	-
		SQ_EQ_VYVB	VIEWLINER II - Bag Dorm	2	\$280,815	-	-	-	-	-	-	-	-
		SQ_EQ_VYVE	VIEWLINER II - Sleeper	2	\$145,088	-	-	-	-	-	-	-	-
		SQ_EQ_VYVF	VIEWLINER II - Diner	5	\$702,036	-	-	-	-	-	-	-	-
		SQ_EQ_VYVG	VIEWLINER II - Baggage Car	13	\$795,641	-	-	-	-	-	-	-	-
C.ME.100101	Amfleet II Coach L1	SQ_EQ_AYAI	Amfleet II - Coach	-	-	-	-	7	\$4,030,474	14	\$13,881,765	-18	\$14,554,854
C.ME.100110	Delayed Single Level Overhaul Work	SQ_EQ_HYHC	HORIZON - Coach	3	\$952,683	NA	\$2,858,050	NA	\$952,683	-	-	-	-
		SQ_EQ_VYVE	VIEWLINER II - Sleeper	6	\$1,905,367	NA	\$1,905,366	-	-	-	-	-	-
C.ME.100115	ALC 42 LCPM	SQ_EQ_DXA1	Siemens Charger Locomotive	-	-	NA	\$395,872	NA	\$4,960,975	NA	\$7,760,242	NA	\$13,026,103
C.ME.100176	Superliner I Lounge Overhauls	SQ_EQ_SYSR	Superliner Lounge (Sightseer)	6	\$4,522,858	4	\$3,372,499	5	\$5,267,312	10	\$6,856,017	7	\$7,269,651
C.ME.100177	Superliner I Coach Overhaul (Level 2)	SQ_EQ_SX	Superliner Coach (I and II)	15	\$10,552,059	36	\$17,934,384	NA	\$10,464,206	30	\$13,166,554	31	\$19,319,207
		SQ_EQ_SXSK	SUPERLINER I - S.L. Snack Coach	2	\$1,406,941		\$1,427,037		\$832,636		\$1,047,661		\$1,537,227
		SQ_EQ_SXSQ	SUPERLINER I - Baggage Coach	15	\$10,552,059		\$7,328,028		\$4,275,697		\$5,379,882		\$7,893,869
		SQ_EQ_SYLJ	Superliner Coach (LOSSAN)	3	\$2,110,412	4	\$2,973,755	-	-	2	\$1,240,133	4	\$3,511,487
C.ME.100377	Amfleet I Cafe/Club Overhaul Level 2	SQ_EQ_AXCD	Amfleet - CLUB DINETTE	2	\$1,324,084	-	\$18,951	6	\$4,895,948	12	\$6,905,922	-6	\$3,742,633
C.ME.100384	Superliner I Sleeper Overhaul	SQ_EQ_SXSS	SUPERLINER I - SUPERLINER SLEEPER	8	\$6,051,873	16	-	22	-	12	-	8	-
C.ME.100386	Superliner Diner Lounge Overhaul	SQ_EQ_SXSA	SUPERLINER I - Diner Lounge	6	\$5,223,215	4	-	1	-	4	-	6	-
C.ME.100413	Amfleet I Coach Overhaul Level 1	SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	32	\$15,190,852	54	\$33,108,269	56	\$28,296,418	37	\$22,288,211	-23	\$9,538,866
C.ME.100414	Amfleet I Café/Club Overhaul Level 1	SQ_EQ_AXCD	Amfleet - CLUB DINETTE	7	\$4,005,384	19	\$4,764,273	23	\$7,780,892	5	\$20,172	2	-
		SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	10	\$5,721,976	NA	\$6,806,103	NA	\$11,115,558	NA	\$28,817	-	-
C.ME.100640	Surfliner Coach Overhaul	SQ_EQ_OXOC	PACIFIC SURFLINER EQUIPMENT - Coach Car	2	\$911,832	4	\$2,385,380	3	\$1,156,050	6	\$1,651,249	2	\$1,796,886
C.ME.100641	Horizon Coach Overhaul (Level 2)	SQ_EQ_HYHC	HORIZON - Coach	20	\$8,750,921	-	\$837,270	2	\$523,137	1	\$2,653,170	9	\$5,306,340
C.ME.100643	Maint - Horizon Cafe	SQ_EQ_HYHB	HORIZON - HORIZON CLUB DINETTE	-	-	3	\$2,010,179	2	\$1,481,501	-	-	-	-
C.ME.100644	Surfliner Cab Car Overhaul	SQ_EQ_OXOB	PACIFIC SURFLINER EQUIPMENT - Cab Car	3	\$1,447,177	2	\$1,396,734	3	\$1,138,607	-	-	2	\$1,549,547
C.ME.100646	Surfliner Custom Coach Overhaul	SQ_EQ_OXOM	PACIFIC SURFLINER EQUIPMENT - Bus Class	2	\$414,062	2	\$1,499,860	3	\$986,411	1	\$426,243	1	\$628,709
C.ME.100647	Surfliner Cafe Overhaul	SQ_EQ_OXOF	PACIFIC SURFLINER EQUIPMENT - Coach/Cafe	3	\$1,348,535	1	\$465,115	2	\$936,167	2	\$931,720	3	\$1,428,678
C.ME.100649	Cab Car Overhaul Level 1	SQ_EQ_CBCC	Cab Car - CAB COACH	3	\$1,896,067	4	\$2,335,287	4	\$2,031,498	3	\$2,827,127	3	\$2,769,965

WBS	Program	Equipment Code	Equipment Name	FY24 Units	FY24 Forecasted Cost	FY25 Units	FY25 Forecasted Cost	FY26 Units	FY26 Forecasted Cost	FY27 Units	FY27 Forecasted Cost	FY28 Units	FY28 Forecasted Cost	
C.ME.100653	Diesel Locomotive LCPM	SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	307.2	\$23,130,438	NA	\$27,567,909	NA	\$20,675,932	NA	\$15,506,949	NA	\$7,753,474	
		SQ_EQ_DXBP	DIESEL LOCOMOTIVE - P40-8	57.6	\$4,336,957	NA	\$5,168,983	NA	\$3,876,737	NA	\$2,907,553	NA	\$1,453,776	
		SQ_EQ_DXDM	DIESEL LOCOMOTIVE - P32-AC-DM	19.2	\$1,445,652	NA	\$1,722,994	NA	\$1,292,246	NA	\$969,184	NA	\$484,592	
C.ME.100784	Amfleet II - Diner L2	SQ_EQ_AYAH	Amfleet II - Lounge II	6	\$3,155,583	3	-	5	-	1	-	-	-	
C.ME.201291	Amfleet I Coach Overhaul Level 2	SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	4	\$2,392,879	NA	\$1,191,471	NA	\$1,448,966	NA	\$484,531	NA	\$386,271	
		SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	60	\$35,893,182	25	\$17,872,059	30	\$21,734,487	15	\$7,267,969	-20	\$5,794,058	
C.RE.100054	Superliner Accessible Restroom	SQ_EQ_SX	Superliner Coach (I and II)	8	\$4,837,371	-	-	-	-	-	-	-	-	
TBD12	Venture Car CM	SQ_EQ_SVIB	Venture 3A Business Coach (Midwest)	-	-	NA	\$216,667	NA	\$583,333	NA	1,000,000	NA	\$1,000,000	
		SQ_EQ_SVIC	Venture 1A Coach (Midwest)	-	-	NA	\$254,167	NA	\$684,295	NA	\$1,173,077	NA	\$1,173,077	
		SQ_EQ_SVID	Venture 1B Coach (Midwest)	-	-	NA	\$412,500	NA	\$1,110,577	NA	\$1,903,846	NA	\$1,903,846	
		SQ_EQ_SVIE	Venture 5A Café (Midwest)	-	-	NA	\$145,833	NA	\$392,628	NA	\$673,077	NA	\$673,077	
		SQ_EQ_SVOG	Venture Mid Coach 1A (SJJPA)	-	-	-	-	-	-	-	-	-	-	-
		SQ_EQ_SVOH	Venture End Coach 1B (SJJPA)	-	-	-	-	-	-	-	-	-	-	-
		SQ_EQ_SVOI	Venture Vending 1C (SJJPA)	-	-	-	-	-	-	-	-	-	-	-
		SQ_EQ_SVOJ	Venture Mid Coach 1D (SJJPA)	-	-	-	-	-	-	-	-	-	-	-
SQ_EQ_SVOK	Venture Cab 4A (SJJPA)	-	-	-	-	-	-	-	-	-	-	-		
TBD2	ICT LCPM (powercar)	SQ_EQ_JX42e	Airo ALC-42E	-	-	-	-	-	-	-	-	NA	\$525,000	
TBD3	ICT CM (Cars)	SQ_EQ_JXJC	Airo Cab Bag Car	-	-	-	-	-	-	NA	\$79,545	NA	\$159,091	
		SQ_EQ_JXJD	Airo Café Car	-	-	-	-	-	-	NA	\$79,545	NA	\$159,091	
		SQ_EQ_JXJH	Airo Economy Cars	-	-	-	-	-	-	NA	\$284,091	NA	\$568,182	
		SQ_EQ_JXJS	Airo Business Car	-	-	-	-	-	-	NA	\$56,818	NA	\$113,636	
TBD9	ICT Mods	SQ_EQ_JXJC	Airo Cab Bag Car	-	-	-	-	NA	\$15,909	NA	\$47,727	NA	\$95,455	
		SQ_EQ_JXJD	Airo Café Car	-	-	-	-	NA	\$15,909	NA	\$47,727	NA	\$95,455	
		SQ_EQ_JXJH	Airo Economy Cars	-	-	-	-	NA	\$56,818	NA	\$170,455	NA	\$340,909	
		SQ_EQ_JXJS	Airo Business Car	-	-	-	-	NA	\$11,364	NA	\$34,091	NA	\$68,182	
Other Projects														
C.ME.100079	Cab Car Conversions	SQ_EQ_DXBD1	P42 LOCO - CC Conversion	2	\$478,249	NA	\$6,353,882	-	-	-	-	-	-	
		SQ_EQ_DXHP	HHP-8 LOCO - CC Conversion	5	\$2,200,000	NA	-	-	-	-	-	-	-	

Note: WBS projects C.ME.100041, C.ME.100042, and C.ME.100177 include extrapolated budgets for Pacific Surfliner equipment.

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

This section provides Amtrak’s planned capital investments per fleet type, i.e., cars and locomotives, that are deployed in Amtrak State-Supported services. Each section includes the total number of units within each fleet type by specific configuration, such as Horizon Fleet including Horizon coaches and Horizon dinettes, as well as the number of units in the active fleet, in a state of good repair, and those that are not active as they are either wrecked or stored. All cost values are presented in year of expenditure dollars.

Additional information on individual types of equipment in Amtrak’s fleet can be found in the Amtrak Five-Year Equipment Asset Line Plan, FY2022-2027, available here: <https://www.amtrak.com/content/dam/projects/dotcom/english/public/documents/corporate/businessplanning/Amtrak-Service-Asset-Line-Plans-FY22-27.pdf> . The next published Five-Year Asset Line Plan is anticipated in the fall of 2024.

Equipment overhauls take place at Amtrak’s three “heavy maintenance” facilities in Bear, Delaware; Wilmington, Delaware; and Beech Grove, Indiana. The equipment types overhauled at each heavy maintenance facility are described in Table 1.

Table 1. Amtrak Heavy Maintenance Facilities

Location	Equipment Types Overhauled
Bear, Delaware	Amfleet single-level passenger cars used on the East coast
Wilmington, Delaware	Electric locomotives used on the Northeast Corridor (NEC)
Beech Grove, Indiana	Diesel locomotives and Superliner and Horizon passenger cars

The CIP discusses in detail those equipment types maintained by Amtrak and deployed on State-Supported routes. These include the following Amtrak fleets:

1. Amfleet
2. Cab Control Cars
3. Horizon
4. Superliner
5. Surfliner
6. Cab Car Conversions
7. Non-Powered Control Units
8. Diesel Locomotives
9. Electric Locomotives

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

Amtrak developed specific overhaul programs for each car type because of the different operating environments and unique characteristics of each. The specific overhaul programs of these car types are described on the following pages. The activities described within this program summary may not be exhaustive as there may be additional elements determined to be necessary by Amtrak for FY2024.

1. Amfleet

Amtrak Amfleet cars are rated for up to 125 miles per hour (mph) passenger operation. There are two series of Amfleet, Amfleet I, predominantly used in short to medium distance service, and Amfleet II, predominantly used in eastern long distance service. Amfleet I is used primarily in the east in *Northeast Regional* service and trains that extend or radiate off of the Northeast Corridor, but are also used in other State-Supported service. Amfleet I cars feature chemical flush toilets, which limit their practical range to trips of approximately 12 hours. Amfleet I cars entered revenue service between 1975 and 1977. Amfleet II cars feature retention toilets, providing capacity for trips in excess of 36 hours. Amfleet II cars entered revenue service between 1982 and 1983. Unlike most other Amtrak passenger car types that have a single type of overhaul every four years, Amfleet receives two levels of overhaul. A Level 1 overhaul occurs every eight years, followed by a Level 2 overhaul that occurs four years later, but again every eight years. Therefore, each Amfleet car receives either a Level 1 or Level 2 overhaul every four years.

1.1 General Amfleet FY2024 Activities

Overhaul programs will continue with all federally mandated requirements and same base levels of work as FY2023 overhauls. The work scope includes:

- Minimal impacts to unit costs vs. FY2023
- Improved focus on trap steps and trap lids, which will be replaced as needed
- Slightly higher changeout of transformers due to age of the units
- Rebuilt trucks will receive new disc brake actuators for improved reliability
- Repair or replacement of undercar junction boxes for 480V, COMM, and MU wiring due to age of the boxes

1.2 Amfleet I Coach – Level 1 Overhaul (Type SQ_EQ_AXAS)

The Amfleet I Coach Level 1 Overhaul program includes both Amfleet I coaches and business class cars, and the scope of work includes the overhaul or replacement of major components and systems that will keep the rolling stock in a SOGR and extend the life of the asset. The work scope is similar to the prior year scope with changes noted in Section 1.1 and includes:

- COT&S (clean, oil, test & stencil)
- Overhaul of trucks, toilets
- Replacement of center floor carpet and tile, exterior graphics and decals, door tracks, door seals, 480 volt end of car cables, coupler carrier springs, and stop blocks
- Inspect, test, requalify/replacement of HVAC compressor/condenser units, diaphragms, couplers, door operators and relay panels, trap step assemblies, battery chargers, batteries, heat tape, trainline wiring
- Continued ADA improvements

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100413: Amfleet I Coach Overhaul Level 1			
Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_AXAS	Amfleet Capstn Standard Coach	32	\$15,190,852

1.3 Amfleet I Coach – Level 2 Overhaul (Types SQ_EQ_AXAS, SQ_EQ_AXAN)

The Amfleet I Coach Level 2 Overhaul program includes both Amfleet I coaches and business class cars, and the scope of work includes the overhaul or replacement of major components and systems that keep the rolling stock in a state of good repair and extend the life of the asset.

The work scope includes all work noted in the Level 1 overhaul, plus—

- Cleaning of all center air plenums and floor heat
- Overhaul of seats
- Replacement of aisle flooring, glazing, and livery

These overhauls are scheduled to occur every eight years. By alternating Level I and Level II overhauls, Amtrak meets the four-year federal regulatory COT&S requirement while also having tiered overhauls built around component life cycles.

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.201291: Amfleet I Coach Overhaul Level 2			
Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_AXAS	Amfleet Capstn Standard Coach	60	\$35,893,182
SQ_EQ_AXAN	Amfleet Capstn Business Class	4	\$2,392,879
Total		64	\$38,286,061

1.4 Amfleet I Food Service (All Table) – Level 1 Overhaul (Types SQ_EQ_AXCD, SQ_EQ_AXMF)

The Amfleet I Food Service (All Table) Level 1 Overhaul program includes both Amfleet I All Table and Cafe/Club cars.

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

The work scope includes general Amfleet activities for FY2024, plus –

- COT&S (Clean, oil, test & stencil)
- Overhaul and/or replacement of: trucks, air brake valves, couplers, diaphragms, batteries, freeze protections system, heat trace, exhaust fans, windows, lamps, toilets, vacuum pumps, and backflow preventers
- Additionally, replacement of 480V trainline cables, jumpers, and inserts
- Inspect, test, requalify/replacement of: door operators, draft gears, seats, battery charger, blower motors, melamine, floor rubber, HVAC systems

These overhauls are scheduled to occur every eight years. See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100414: Amfleet I Café/Club Level I			
Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	7	\$4,005,384
SQ_EQ_AXMF	Amfleet Metro Lounge	10	\$5,721,976
Total		17	\$9,727,360

1.5 Amfleet I Café/Club (All Table) – Level 2 Overhaul (Types SQ_EQ_AXCD)

The Amfleet I All Table Level 2 Overhaul program includes Amfleet Cafe/Club cars.

The Level 2 Overhaul work scope is similar to the prior year scope and includes:

- All work noted in the Level 1 Overhaul, plus—
- New galley flooring and subfloor due to water-related deterioration
- Galley front bar will be reskinned

These overhauls are scheduled to occur every eight years.

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100377: Amfleet I Café/Club Level 2			
Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_AXCD	Amfleet Club Dinette	2	\$1,324,084

1.6 Amfleet II Coach - Level 2 Overhaul (Type SQ_EQ_AYAI)

The Amfleet II Coach Level 2 Overhaul scope of work is similar to L1, plus – Rolling Stock Capital Investment Plan. FY2024-2028

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

- Seat replacement vs. inspect and repair
- Replacement of all carpet and upholstery
- Full AC unit replacement vs. compressor only in L1
- Windows and gaskets replaced

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100011: Amfleet II Coach Level 2

Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_AYAI	Amfleet II Coach	28	\$17,045,305

2. Cab Control Cars

Amtrak has two different types of cab control cars that enable trains to operate push-pull; meaning that the train does not need to be turned at the terminal but rather the locomotive pushes it in the return direction. The F40 Cab/Baggage cars, or NPCUs (non-powered control units), are formally F40 diesel locomotives where the engines are removed and the compartments are replaced with baggage storage space. These cars entered revenue service as F40 locomotives between 1976 and 1981. The cab control cars are former electric multiple unit *Metroliner* cab coaches that are depowered. Amfleet cars are based on this coach design. The cab control cars entered revenue service as the *Metroliner* EMU cars for the Pennsylvania Railroad in 1967.

2.1 Cab Car – Level 1 Overhaul (Type SQ_EQ_CBCC)

The Cab Car Level 1 Overhaul work scope is similar to that of FY2023 and includes:

- Additional sealing of potential water entry points around the cab end
- Rebuild of HVAC control panels and upgrade to a new microprocessor-based return air thermostat for improved reliability
- Required CCB-II 4-year work

These overhauls are scheduled to occur every eight years.

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100649: Cab Car Level 1			
Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_CBCC	Cab Car	3	\$1,896,067

3. Horizon Fleet

Amtrak Horizon Fleet cars are rated for up to 125 mph passenger operation. They are currently used exclusively on Amtrak’s State-Supported corridors, predominantly in the Midwest, with some in California and occasional use system wide. Horizon Fleet cars entered revenue service between 1989 and 1990.

3.1 General Horizon FY2024 Activities

Programs will continue with all federally mandated requirements and same base levels of work as FY2019 overhauls. In addition:

- Minimal impacts to unit costs vs. FY2019
- Horizon refresh program underway: full replacement of all carpets and cushions as well as a cleaning of the seat frames and bathrooms and the installation of a walk-off mat in the entryway on each side. After the refresh is complete, cars going to overhaul will not have the brand-new carpets removed.

3.2 Horizon Coach – Level 2 Overhaul (Type SQ_EQ_HYHC)

The Horizon Coach Level 2 Overhaul work scope is similar to the prior year scope and includes:

- COT&S (Clean, Oil, Test and Stencil)
- Overhaul and/or replacement of: trucks, air brake valves, couplers, diaphragms, air conditioning units and control panel components, batteries, freeze protection system, heat trace, exhaust fans, windows, lamps, toilets, vacuum pumps, backflow preventers, and end of car 480 volt train-line cables, jumpers, and inserts
- Inspect, test, requalify/replacement of: door operators, draft gears, seats, battery charger, blower motors, melamine, sub-flooring, floor rubber, and main 480 volt train-line cables
- Upgrade to emergency lighting
- Improvements to ADA accommodations These overhauls are scheduled to occur every four years.

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100641: Horizon Coach Level 2			
Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_HYHC	Horizon Coach	20	\$8,750,921

4. Superliner

Amtrak Superliner cars are rated for up to 100 mph passenger operation. They are predominantly deployed on Amtrak’s Long-Distance trains, but some coach and food car types are used on state corridors, predominately on California routes, with some in winter use in the Midwest and occasional use system wide. Superliner I cars entered revenue service between 1979 and 1981. Superliner II cars entered revenue service between 1993 and 1996.

4.1 General Superliner Activities for FY2024

Programs will continue with all federally mandated requirements and same base levels of work as FY2019 overhauls. Amtrak expects minimal impacts to unit costs vs. FY2019. Please note that there are not separate Level 1 and Level 2 overhauls for Superliners. All Superliner cars receive Level 2 overhauls every four years.

4.2 Superliner I Coach – Level 2 Overhaul (Types SQ_EQ_SX, SQ_EQ_SXSQ, SQ_EQ_SXSK, SQ_EQ_SY)

The Superliner I Coach Level 2 Overhaul program includes Superliner I coaches, coach-baggage cars, and snack coach cars. The scope of work is similar to that of FY2022 and includes:

- COT&S (Clean, Oil, Test and Stencil)
- Overhaul and/or replacement of: trucks, air brake valves, couplers, air conditioning units and control panel components, batteries, freeze protection system, heat trace, exhaust fans, windows, lamps, toilets, vacuum pumps, backflow preventers, and end of car 480 volt train-line cables, jumpers, and inserts
- Inspect, test, requalify/replacement of: diaphragms, door operators, draft gears, seats, battery charger, blower motors, melamine, sub-flooring, floor rubber, and main 480 volt train-line cables

These overhauls are scheduled to occur every four years, consistent with the COT&S federal regulatory requirement.

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100177: Superliner I Coach Level 2			
Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_SX	Superliner Coach I and II	18	\$12,662,470
SQ_EQ_SXSQ	Superliner I – Baggage Coach	15	\$10,552,059
SQ_EQ_SXSK	Superliner I – Snack Coach	2	\$1,406,941
Total		35	\$24,621,470

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

4.3 Superliner II Coach – Level 2 Overhaul (Type SQ_EQ_SX, SQ_EQ_SYSB)

The Superliner II Coach Level 2 Overhaul work scope is similar to the prior year scope and includes:

- COT&S (Clean, Oil, Test and Stencil)
- Overhaul and/or replacement of: trucks, air brake valves, couplers, air conditioning units and control panel components, batteries, freeze protection system, heat trace, exhaust fans, windows, lamps, toilets, vacuum pumps, backflow preventers, and end of car 480 volt train-line cables, jumpers, and inserts
- Inspect, test, requalify/replacement of: diaphragms, door operators, draft gears, seats, battery charger, blower motors, melamine, sub-flooring, floor rubber, and main 480 volt train-line cable
- Replacement of carpets, cushions, and drapes at overhaul will be completed as part of the Superliner Refresh project

These overhauls are scheduled to occur every four years, consistent with the COT&S federal regulatory requirement.

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100042: Superliner II Coach Level 2			
Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_SX	Superliner Coach (I and II)	13	\$9,752,234
SQ_EQ_SYSB	Superliner II – Kiddie Coach	1	\$750,172
Total		13	\$10,502,406

4.4 Superliner I Lounge Overhauls (Type SQ_EQ_SXSA, SQ_EQ_SYSR)

The Superliner I Lounge Overhaul work scope consists of...

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100176: Superliner I Lounge Overhauls			
Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_SXSA	SUPERLINER I - Diner Lounge	6	\$5,223,215
SQ_EQ_SYSR	Superliner Lounge (Sightseer)	6	\$4,522,858

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

Total		12	\$9,746,073
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5. Surfliner

Amtrak Surfliner cars are bi-level cars qualified for up to 90 mph passenger operation. They are currently used exclusively on the Amtrak *Pacific Surfliner* corridor between San Diego, Los Angeles, and San Luis Obispo, CA and entered revenue service between 2000 and 2001.

5.1 General Surfliner Activities for FY2024

Programs will continue with all federally mandated requirements and same base levels of work as FY2022 overhauls. Amtrak expects minimal impacts to unit costs vs. FY2022.

5.2 Surfliner Coach – Overhaul (Type SQ_EQ_OXOC)

The Surfliner Coach Overhaul work scope similar to the prior year scope and includes:

- COT&S (Clean, Oil, Test and Stencil, a mandatory requirement of air brake systems).
- Overhaul and/or replacement of: trucks, air brake valves, couplers, air conditioning units and control panel components, batteries, freeze protection system, heat trace, exhaust fans, windows, lamps, toilets, vacuum pumps, backflow preventers, and end of car 480 volt train-line cables, jumpers, and inserts
- Inspect, test, requalify/replacement of: diaphragms, door operators, draft gears, seats, battery charger, blower motors, melamine, sub-flooring, floor rubber, and main 480 volt train-line cables
- Inspect, test and replacement of soft flooring

These overhauls are scheduled to occur every four years, consistent with the COT&S federal regulatory requirement.

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024. Of the 21 Surfliner Coaches currently in the fleet, Amtrak owns 15 coaches and the State of California owns 6 coaches.

C.ME.100640: Surfliner Coach Overhaul			
Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_OXOC	Pacific Surfliner Coach	2	\$1,047,828

5.3 Surfliner Cab Car (Coach-Baggage) – Overhaul (Type SQ_EQ_OXOB)

The Surfliner Cab Car (Coach-Baggage) Overhaul scope of work is similar to that of the Surfliner Coach overhaul.

These overhauls are scheduled to occur every four years, consistent with the COT&S federal regulatory requirement.

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024. Of the 12 Surfliner Cab Cars currently in the fleet, Amtrak owns 8 cab cars and the State of California owns 4 cab cars.

C.ME.100644: Surfliner Cab Car Overhaul

Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_OXOB	Pacific Surfliner Cab Car	1	\$730,775

5.4 Surfliner Business Class (Custom Coach) – Overhaul (Type SQ_EQ_OXOM)

The Surfliner Business Class (Custom Coach) Overhaul scope of work is similar to that of the Surfliner Coach overhaul.

These overhauls are scheduled to occur every four years, consistent with the COT&S federal regulatory requirement.

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024. Of the 10 Surfliner Business Class Coaches currently in the fleet, Amtrak owns 8 coaches and the State of California owns 2 coaches.

C.ME.100646: Surfliner Custom Coach Overhaul

Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_OXOM	Pacific Surfliner Business Class	2	\$883,022

**5.5 Surfliner Cafe (Coach) – Overhaul
(Type SQ_EQ_OXOF)**

The Surfliner Cafe (Coach) Overhaul scope of work is similar to that of the Surfliner Coach overhaul.

These overhauls are scheduled to occur every four years, consistent with the COT&S federal regulatory requirement.

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024. Of the 10 Surfliner Café Coaches currently in the fleet, Amtrak owns 8 café coaches and the State of California owns 2 café coaches.

C.ME.100647: Surfliner café Overhaul

Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_OXOF	Pacific Surfliner Coach/Cafe	3	\$1,367,990

6. Cab Car Conversions

Converting surplus HHP-8’s and P42’s to non-powered control units (NPCU’s) to replace existing, aging NPCU’s which are experiencing reliability issues. The converted equipment will be designated as HHP-8c’s and P42c’s. Based on experiences with the current fleet of NPCU’s, the scope for conversion will be relatively minimal and will initially leave the existing power systems largely in place for weight and balance considerations. Future modifications may create new baggage spaces on the equipment. HHP-8c’s will require certain upgrades, including PTC, based on their recent non-active status, but because P42c’s are currently in service and should be able to leverage their current installed systems including PTC.

6.1 Cab Car Conversion (Type SQ_EQ_DXHP and SQ_EQ_DXB1)

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100079: Cab Car Conversions			
Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_DXHP	HHP-8 LOCO - CC Conversion	5	\$2,200,00
SQ_EQ_DXB1	P42 LOCO - CC Conversion	2	\$478,249

7. Single Level Equipment

The scope of this project is to complete the required Clean Oil Tested & Stencil (COT&S) of Air Brake Valves/Hoses plus Truck replacement at terminal locations. Hialeah, New Orleans and Seattle sites will be utilized to perform COT&S plus trucking overhaul of the Horizon and Viewliner fleets. COT&S is a regulatory requirement from the FRA every four years.

7.1 Single Level COT&S (Types SQ_EQ_HYHC, SQ_EQ_VXVS, SQ_EQ_VYVB, SQ_EQ_VYVE, SQ_EQ_VYVF, SQ_EQ_VYVG)

The table below presents Amtrak’s planned Single Level COT&S overhaul costs for FY2024.

C.ME.100083: Single Level COT&S			
Equipment Code	Equipment	Units Overhauled	Total Capital
SQ_EQ_HYHC	HORIZON - Coach	22	\$3,294,890
SQ_EQ_VXVS	VIEWLINER - Sleeper	22	\$3,294,890
SQ_EQ_VYVB	VIEWLINER II - Bag Dorm	2	\$280,815
SQ_EQ_VYVE	VIEWLINER II - Sleeper	1	\$145,088
SQ_EQ_VYVF	VIEWLINER II - Diner	5	\$702,036
SQ_EQ_VYVG	VIEWLINER II - Baggage Car	13	\$795,641
Total		65	\$8,513,360

8. Diesel Locomotives

Amtrak diesel locomotives are rated for up to 110 mph passenger operation. The P40s, P42s, and P32DMs were all manufactured by General Electric for Amtrak and share a common body type. The P42s are the workhorse of the Amtrak Long Distance and State Corridor services and entered revenue service between 1996 and 1997 and between 2000 and 2001. The earlier P40s entered revenue service in 1993. The P32DMs are dual mode locomotives that can operate either using diesel power or as all electric with power provided through a third rail. They entered revenue service between 1995 and 1998. The P32 DMs are used exclusively on *Empire Corridor* routes in New York State, including the Long Distance *Lake Shore Limited* between New York and Albany.

The P32 DASH-8s were also manufactured by General Electric and are based on the Genesis-series freight locomotive and are rated for up to 100 mph passenger operation. They are deployed throughout the Amtrak system, and entered revenue service in 1991.

All 241 active Amtrak diesel locomotive units are in a SOGR. The Charger diesel units used are shown for information purposes only, as none of these units are owned by Amtrak.

8.1 Diesel Locomotive Life Cycle Progressive Maintenance (Types SQ_EQ_DXBD, SQ_EQ_DXBP, SQ_EQ_DXDM)

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

The Life Cycle Progressive Maintenance (LCPM) Overhaul program reduces the cost of P42, P40, and P32DM (dual mode) locomotive overhauls by replacing major components at the end of their useful life cycle. Fourteen major components are replaced at intervals of 2 to 14 years. Lifecycles were originally established based on the manufacturer’s (General Electric – GE) warranty coverage. The diesel engines within the locomotives are warranted for seven years or 1.2 million miles. LCPM work on P40 and P42 locomotives is performed at Amtrak’s facility in Chicago, IL and Beech Grove, IN. LCPM work on the P-32DMs is performed at Amtrak’s facility in Rensselaer, NY, with some work also performed at Amtrak’s facilities in Chicago, IL, and Beech Grove, IN.

The LCPM capital overhaul events include COT&S five-year air brake, COT&S eight-year air brake, radiator hatch, air compressor, air dryer, engine change, includes lube oil cooler, grid blower and alternator blower, five-year truck, heating-ventilation-air conditioning (HVAC), injectors, high pressure fuel pumps, radiator fans, equipment blowers, alternators, electrical control equipment, and car body repair + paint.

In FY2024, work scope is similar to the prior year scope and includes:

- Added scope for electrical power systems and switching, as well as air compressor overhaul expansion
- 384 LCPM events scheduled for FY2024

The table below presents Amtrak’s planned diesel locomotive LCPM costs for FY2024.

C.ME.100653: Diesel Locomotive LCPM			
Equipment Code	Equipment	Units	Total Capital
SQ_EQ_DXBD	P-42	307.2	\$23,130,438
SQ_EQ_DXBP	P-40	57.6	\$4,336,957
SQ_EQ_DXDM	P-32-AC-DM	19.2	\$1,445,652
Total		384	\$28,913,048

9. Electric Locomotives

Amtrak has 70 ACS-64 electric locomotives built by Siemens, which replaced Amtrak’s previous fleet of AEM-7 and HHP-8 electric locomotives. The last of these 70 new units was delivered in FY2016. The majority of these locomotives operate *Northeast Regional* and Long Distance trains operating on the Northeast Corridor. Some operate on the *Keystone Service* in Pennsylvania.

9.1 Electric Locomotive Life Cycle Progressive Maintenance (Type SQ_EQ_EXES)

The first ACS-64 locomotive began operating in service in February 2014. Amtrak and Siemens are working through the capital plan for component replacement on the ACS-64 locomotive fleet. As of FY2017, the overhaul plan has been to replace pantographs at two-year intervals, beginning in FY2017 and continuing in FY2018 and beyond. COT&S work is to be performed every five years. At six years the following components are planned for replacement/overhaul: trucks, traction motor fans, transformer pump, batteries, cooling unit, wiper arms, sand traps, air compressor, couplers, draft gears, and HVAC units.

In FY2024, work scope is similar to the prior year scope and includes:

- Advancing truck overhauls to support completion of traction motor repair campaign
- 66 LCPM events scheduled for FY2024

The table below presents Amtrak’s planned electric locomotive LCPM costs for FY2024.

C.ME.100019: ACS-64 LCPM			
Equipment Code	Equipment	LCPM Events	Total Capital
SQ_EQ_EXES	ACS-64	270	\$10,106,471

10. State-owned Charger Locomotives

10.1 Midwest Charger Locomotive LCPM (Type SQ_EQ_DXCM)

The Life Cycle Progressive Maintenance (LCPM) program reduces the cost of Charger locomotive overhauls by replacing major components at the end of their useful life cycle based on the OEM recommendations. Life cycles are established based on warranty coverage.

The table below presents Amtrak’s planned Midwest Charger Locomotive LCPM costs for FY2024.

C.ME.100054: State Owned Charger Locomotives - LCPM - Midwest			
Equipment Code	Equipment	LCPM Events	Total Capital
SQ_EQ_DXCM	Midwest Charger Locomotive	42	\$9,483,531

10.2 WSDOT Charger Locomotive LCPM (Type SQ_EQ_DXCW)

The Life Cycle Progressive Maintenance (LCPM) program reduces the cost of Charger locomotive overhauls by replacing major components at the end of their useful life cycle based on the OEM recommendations. Life cycles are established based on warranty coverage.

The table below presents Amtrak’s planned WSDOT Charger Locomotive LCPM costs for FY2024.

C.ME.100067: State Owned Charger Locomotives - LCPM - Midwest			
Equipment Code	Equipment	LCPM Events	Total Capital
SQ_EQ_DXCW	WSDOT Charger Locomotive	13	\$1,175,075

11. Fleet Modifications

Fleet modifications are improvements made to fleet types outside of scheduled overhauls or LCPM processes. This type of work may include software upgrades, part modifications, and part replacements.

11.1 Fleet Modification - Cab Cars (Type SQ_EQ_CBBC)

This annually funded project scope encompasses changes that Amtrak has assigned as necessary upgrades for the improvement of the fleet. These changes represent modifications, alterations, substitutions, or additions whose aim is to improve the reliability, operation, efficacy, and safety of the fleet. These are annual projects in a perpetual state of execution, with scope added as FRA/safety or other modifications become required to the fleets.

The Cab Car fleet modification scope of work includes:

- PTC Asset configuration management survey
- Antenna mounting brackets
- Cab car return air thermostat
- Band Aid Holders

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100073: Fleet Modification - Cab Cars			
Equipment Code	Equipment	Units	Total Capital
SQ_EQ_CBBC	Cab Car - Bge Cab/Ccm 2/7/96	64	\$331,230

11.2 Fleet Modification – Diesel Locomotive (Types SQ_EQ_DXBD, SQ_EQ_DXBP, SQ_EQ_DXDM)

This project scope encompasses changes that Amtrak has assigned as necessary upgrades for the improvement of the Amtrak Loco - Diesel (Switchers + Road) Fleet. These changes represent modifications, alterations, substitutions, or additions whose aim is to improve the reliability, operation, efficacy, and safety of the Amtrak Loco - Diesel (Switchers + Road) fleet. This modification project is a maintenance project that evolves over time based on the needs of our revenue service locomotives. The project will be funded annually based on new or expanded modification work that is approved by the senior leadership team.

The Diesel Locomotive fleet modification scope of work includes:

- PTC Configuration Management
- Fuel Filler Grade
- E-Bell Mod
- Antenna mounting brackets
- Horn Heater Relocation
- Anti-slip trade

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100070: Fleet Modification - Locomotive - Diesel			
Equipment Code	Equipment	Units	Total Capital
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	137	\$263,481
SQ_EQ_DXBP	DIESEL LOCOMOTIVE - P40-8	36	\$69,236
SQ_EQ_DXDM	DIESEL LOCOMOTIVE - P32-AC-DM	54	\$103,854
Total		227	\$436,571

11.3 Fleet Modification – Electric Locomotive (Type SQ_EQ_EXES)

This project scope encompasses changes that Amtrak has assigned as necessary upgrades for the improvement of the Amtrak Loco - Electric Fleet. These changes represent modifications, alterations, substitutions, or additions whose aim is to improve the reliability, operation, efficacy, and safety of the Amtrak Loco - Electric fleet. The lifetime scope of this project will approximately one year.

The Electric Locomotive fleet modification scope of work includes:

- PTC Asset Configuration Management Survey
- Decoder Rev 9 Software

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100069: Fleet Modification - Locomotive - Electric			
Equipment Code	Equipment	Events	Total Capital
SQ_EQ_EXES	ELECTRIC LOCOMOTIVE - ACS-64	93	\$73,825

11.4 Fleet Modification – Amfleet I (Types SQ_EQ_AXAN, SQ_EQ_AXAS, SQ_EQ_AXCD, SQ_EQ_AXMF)

This annually funded project scope encompasses changes that Amtrak has assigned as necessary upgrades, or regulatory compliance related, improvements to the Amtrak AMF I Fleet. These changes represent modifications, alterations, substitutions, or additions whose aim is to improve the reliability, operation, efficacy, and safety of the Amtrak AMF I fleet. The scope of work is not limited solely to customer-facing improvements. The scope includes improvements for safety, operability, continuity, guest experience, emergency controls, and inclement weather operability. Overhaul projects are maintenance projects that happen every 4 years.

The Amfleet I fleet modification scope of work includes:

- Door seal piping
- Hot journal box upgrade
- Battery box screen
- Café drain valve wiring
- Band Aid holders
- Bulkhead ring weld reinforcement

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100062: Fleet Modification – Amfleet I			
Equipment Code	Equipment	Units	Total Capital
SQ_EQ_AXAN	Amfleet - Capstn Bus Class Ch	28	\$20,105
SQ_EQ_AXAS	Amfleet - Capstn Standard Ch	249	\$178,794
SQ_EQ_AXCD	Amfleet - CLUB DINETTE	31	\$22,260
SQ_EQ_AXMF	Amfleet - Metro Lounge 10-96	38	\$27,286
Total		346	\$248,445

11.5 Fleet Modification – Amfleet II (Types SQ_EQ_AYAH, SQ_EQ_AYAI)

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

This annually funded project scope encompasses changes that Amtrak has assigned as necessary upgrades, or regulatory compliance related, improvements to the Amtrak AMF II Fleet. These changes represent modifications, alterations, substitutions, or additions whose aim is to improve the reliability, operation, efficacy, and safety of the Amtrak AMF II fleet. The scope of work is not limited solely to customer-facing improvements. The scope includes improvements for safety, operability, continuity, guest experience, emergency controls, and inclement weather operability.

The Amfleet II fleet modification scope of work includes:

- Heater guard
- Battery box fire modification
- Toilet bracket modification

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100058: Fleet Modification – Amfleet II

Equipment Code	Equipment	Units	Total Capital
SQ_EQ_AYAH	Amfleet II - Lounge II	34	\$13,465
SQ_EQ_AYAI	Amfleet II - Coach	166	\$65,743
Total		200	\$79,208

11.6 Fleet Modification – Horizon (Types SQ_EQ_HYHB, SQ_EQ_HYHC)

This project scope encompasses changes that Amtrak has assigned as necessary upgrades, or regulatory compliance related, improvements to the Amtrak Horizon Fleet. These changes represent modifications, alterations, substitutions, or additions whose aim is to improve the reliability, operation, efficacy, and safety of the Amtrak Horizon fleet. The scope of work is not limited solely to customer-facing improvements. The scope includes improvements for safety, operability, continuity, guest experience, emergency controls, and inclement weather operability. This is a maintenance program – it is in a perpetual state of executions.

The Horizon fleet modification scope of work includes:

- Install GSI truck plugs
- Emergency tools
- Emergency lighting
- Coffee maker
- Door Circuit Override

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100068: Fleet Modification – Horizon

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

Equipment Code	Equipment	Units	Total Capital
SQ_EQ_HYHB	HORIZON - HORIZON CLUB DINETTE	8	\$20,315
SQ_EQ_HYHC	HORIZON - Coach	62	\$157,443
Total		70	\$177,758

11.7 Fleet Modification – Superliner I & II (Types SQ_EQ_SX, SQ_EQ_SXSK, SQ_EQ_SXSQ, SQ_EQ_SXSS, SQ_EQ_SYSF, SQ_EQ_SYSR, SQ_EQ_SYST)

This project scope encompasses changes that Amtrak has assigned as necessary upgrades, or regulatory compliance related, improvements to the Amtrak Superliner I & II Fleet. This annually funded project scope involves modifications, alterations, substitutions, or additions whose aim is to improve the reliability, operation, efficacy, and safety of the Amtrak Superliner I & II fleet. The scope of work is not limited solely to customer-facing improvements. The scope includes improvements for safety, operability, continuity, guest experience, emergency controls, and inclement weather operability.

The Superliner I & II fleet modification scope of work includes:

- Waste tank replacement
- PA gap filler
- Coffee maker
- Diner elevator replacement
- Emergency lighting upgrade
- Floor heat rewiring

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100059: Fleet Modification – Superliner I & II			
Equipment Code	Equipment	Units	Total Capital
SQ_EQ_SX	Superliner Coach (I and II)	105	\$546,496
SQ_EQ_SXSK	SUPERLINER I - S.L. Snack Coach	10	\$52,047
SQ_EQ_SXSQ	SUPERLINER I - Baggage Coach	47	\$244,622
SQ_EQ_SXSS	SUPERLINER I - SUPERLINER SLEEPER	61	\$317,488
SQ_EQ_SYSF	SUPERLINER II - Diner	30	\$156,142
SQ_EQ_SYSR	Superliner Lounge (Sightseer)	51	\$265,441
SQ_EQ_SYST	SUPERLINER II - Trans. Sleeper	34	\$176,961
Total		338	\$1,759,198

11.8 Fleet Modification – Viewliner I & II (Types SQ_EQ_SX, SQ_EQ_SXSK, SQ_EQ_SXSQ, SQ_EQ_SXSS, SQ_EQ_SYSF, SQ_EQ_SYSR, SQ_EQ_SYST)

This annually funded project scope encompasses changes that Amtrak has assigned as necessary upgrades, or regulatory compliance related, improvements to the Amtrak Viewliner I & II Fleet. These changes represent modifications, alterations, substitutions, or additions whose aim is to improve the reliability, operation, efficacy, and safety of the Amtrak Viewliner I & II fleet. The scope of work is not limited solely to customer-facing improvements. The scope includes improvements for safety, operability, continuity, guest experience, emergency controls, and inclement weather operability.

The Viewliner I & II fleet modification scope of work includes:

- Main reservoir filter upgrade
- Main reservoir tank drain cable
- ECP junction box relocation
- Freeze protection valves
- Anti-slip tape
- HVAC replacement

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100061: Fleet Modification – Viewliner I & II			
Equipment Code	Equipment	Units	Total Capital
SQ_EQ_VYVF	VIEWLINER II - Diner	32	\$432,679
SQ_EQ_VYVG	VIEWLINER II - Baggage Car	154	\$2,082,268
Total		186	\$2,514,947

11.9 Fleet Modification – Superliner Bag/Coach Luggage/Bike Racks (Type SQ_EQ_SXSQ)

There is an urgent need to modify the Superliner Bag/Coach cars to replace luggage racks for combined luggage/bike racks. As the cars currently stand, Amtrak cannot meet the needs of the customers for the summer and fall seasons.

The scope of work in the Superliner Bag/Coach Luggage/Bike Rack Upgrade Project includes removal of existing luggage racks, floor, etc. as required and installation of an upgraded, combined luggage/bike rack to optimize the space, as is currently included in the Viewliner II bag cars.

Superliner II bag/coach cars currently exist in two configurations. For each configuration, a different scope is required to achieve the final required state:

- 1) Configuration 1: Converted smoking car, plymetal walls, rubber covered nylon floor, no shelves

Appendix IV. FY2024 Capital Investment Program per Amtrak Fleet Type

- a) Remove existing floor/thresholds, install new floor and subframe structure, install luggage/bike racks
- 2) Configuration 2: OEM Configuration with existing luggage shelves
 - b) Remove existing shelves, install subframe and luggage/bike racks.

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100064: Fleet Modification – Superliner Bag/Coach Luggage/Bike Racks			
Equipment Code	Equipment	Units	Total Capital
SQ_EQ_SXSQ	SUPERLINER I - Baggage Coach	7	\$170,209

11.10 Legacy PTSO (Types SQ_EQ_CBBC, SQ_EQ_CBCC, SQ_EQ_DXBD, SQ_EQ_DXDM, SQ_EQ_EXES)

The Secure Positive Train Stop Release (PTSR) project intends to close one of the conditions placed on Amtrak by Federal Railroad Administration (FRA) for operation of the to-be-delivered high-speed (Tier III) trainsets on the Northeast Corridor (NEC). At issue is the present design of the positive train stop release (PTSR) function within the Advanced Civil Speed Enforcement System (ACSES), and the how the operating rules surrounding its use are (and are not) currently enforced. ACSES is a transponder-based system that enforces civil speed restrictions for fixed locations such as curves, bridges, stations, etc. as well as Temporary Speed Restrictions (TSR) and Positive Train Stop (PTS). ACSES will now enforce 59 MPH speed restriction when Cab Signals are cut out. Aspect Display Unit will now show braking curve for enforcement speeds. 243 Amtrak Owned Units and 38 Non-Amtrak Owned Units will be completed during the duration of this project. Fleets include ACS64, Acela, P32DM, P42, GP38H-3, GP38, MP15, GP15D, NPCU, 9600CC, GP38 Refurbs, HHP8, P40, Mafersa, and MBB. This project will be multi-phased over a two year period.

See the table below for estimates of the number of overhauls completed and total overhaul cost for FY2024.

C.ME.100080: Legacy PTSO			
Equipment Code	Equipment	Units	Total Capital
SQ_EQ_CBCC	Cab Car - CAB COACH	8	\$82,967
SQ_EQ_DXBD	DIESEL LOCOMOTIVE - P42-8 LOCO 1/3/97	13	\$194,243
SQ_EQ_DXDM	DIESEL LOCOMOTIVE - P32-AC-DM	14	\$147,323
SQ_EQ_EXES	ELECTRIC LOCOMOTIVE - ACS-64	22	\$407,762
Total		57	\$832,295

Appendix V. FY2024 Fleet Change Summary

Amtrak confidential information

Increase
Decrease

Equipment Name	Sec. Code	Sep 30 2023						Sep 30 2024						FY2023 Change						Units due COT&S in FY2024	Notes	
		Total Fleet	Planned Active	Overhaul Backlog	Long Term Storage	Wreck Backlog	Wreck Stored	Total Fleet	Planned Active	Overhaul Backlog	Long Term Storage	Wreck Backlog	Wreck Stored	Total Fleet	Planned Active	Overhaul Backlog	Long Term Storage	Wreck Backlog	Wreck Stored			
Amtrak Owned																						
Single-Level																						
Amfleet I Coach	AS	327	324	0	0	3	0	327	324	0	0	3	0	0	0	0	0	0	0	0	91	
Amfleet I Business Class	AN	39	39	0	0	0	0	39	39	0	0	0	0	0	0	0	0	0	0	0	3	
Amfleet I Club-Dinette	CD	43	42	0	0	0	1	43	42	0	0	0	1	0	0	0	0	0	0	0	7	
Amfleet I Table Car	MF	46	44	2	0	0	0	46	46	0	0	0	0	0	+2	(2)	0	0	0	0	12	
Amfleet II Coach	AI	117	114	1	0	2	0	117	115	1	0	1	0	0	+1	0	0	(1)	0	0	26	
Amfleet II Lounge	AH	24	24	0	0	0	0	24	24	0	0	0	0	0	0	0	0	0	0	0	5	
Metroliner Cab Car	CC	15	15	0	0	0	0	15	15	0	0	0	0	0	0	0	0	0	0	0	3	
Horizon Coach	HC	78	48	18	10	0	2	78	66	0	10	0	2	0	+18	(18)	0	0	0	0	20	
Horizon Club-Dinette	HB	10	9	0	1	0	0	10	9	0	1	0	0	0	0	0	0	0	0	0	3	
Horizon Table Car	HF	5	0	0	5	0	0	5	0	0	5	0	0	0	0	0	0	0	0	0	0	
Viewliner I Sleeper	VS	49	33	10	6	0	0	49	41	2	6	0	0	0	+8	(8)	0	0	0	0	10	Remaining 2 overhaul backlog units to be completed in October 2024
Viewliner II Sleeper	VE	25	25	0	0	0	0	25	25	0	0	0	0	0	0	0	0	0	0	0	10	
Viewliner II Combination Sleeper	VB	10	10	0	0	0	0	10	10	0	0	0	0	0	0	0	0	0	0	0	3	
Viewliner II Baggage	VG	68	58	4	4	2	0	68	64	0	4	0	0	0	+6	(4)	0	(2)	0	0	15	
Viewliner II Diner	VF	24	17	5	2	0	0	24	22	0	2	0	0	0	+5	(5)	0	0	0	0	0	
Bi-Level																						
Superliner Coach	SC	95	93	0	0	2	0	95	94	0	0	1	0	0	+1	0	0	(1)	0	0	30	
Superliner Baggage Coach	SQ	41	38	0	0	3	0	41	40	0	0	1	0	0	+2	0	0	(2)	0	0	14	
Superliner Business Class Coach	SB	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Superliner Snack Coach	SK	9	7	2	0	0	0	9	9	0	0	0	0	0	+2	(2)	0	0	0	0	2	
Superliner Coach (Caltrans)	SJ	3	3	0	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	2	
Superliner Coach (LOSSAN)	LJ	8	8	0	0	0	0	8	8	0	0	0	0	0	0	0	0	0	0	0	2	
Superliner Sleeper	SS	102	98	0	0	4	0	102	101	0	0	1	0	0	+3	0	0	(3)	0	0	15	
Superliner Deluxe Sleeper	SD	6	6	0	0	0	0	6	6	0	0	0	0	0	0	0	0	0	0	0	1	

Appendix V. FY2024 Fleet Change Summary

Equipment Name	Sec. Code	Sep 30 2023						Sep 30 2024						FY2023 Change						Units due COT&S in FY2024	Notes
		Total Fleet	Planned Active	Overhaul Backlog	Long Term Storage	Wreck Backlog	Wreck Stored	Total Fleet	Planned Active	Overhaul Backlog	Long Term Storage	Wreck Backlog	Wreck Stored	Total Fleet	Planned Active	Overhaul Backlog	Long Term Storage	Wreck Backlog	Wreck Stored		
Superliner Transition Sleeper	ST	41	29	7	0	5	0	41	38	1	0	2	0	0	+9	(6)	0	(3)	0	7	Remaining stored unit available as prototype for H room add project
Superliner Dining Car	SF	42	39	0	0	1	2	42	40	0	0	0	2	0	+1	0	0	(1)	0	5	
Superliner Lounge (Sightseer)	SR	46	40	3	0	3	0	46	45	0	0	1	0	0	+5	(3)	0	(2)	0	3	
Superliner Lounge (LOSSAN)	RJ	1	1	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	
Superliner Diner Lounge	SA	15	14	0	0	1	0	15	14	0	0	1	0	0	0	0	0	0	0	5	
Surfliner Coach	OC	21	21	0	0	0	0	21	21	0	0	0	0	0	0	0	0	0	0	7	
Surfliner Business Class Coach	OM	10	10	0	0	0	0	10	10	0	0	0	0	0	0	0	0	0	0	2	
Surfliner Cab/Bag/Coach	OB	11	11	0	0	0	0	11	11	0	0	0	0	0	0	0	0	0	0	2	
Surfliner Café Car	OF	10	10	0	0	0	0	10	10	0	0	0	0	0	0	0	0	0	0	2	
Trainsets																					
Acela I		16	16	0	0	0	0	16	0	0	16	0	0	0	(16)	0	+16	0	0	6	Acela I "Long Term Storage" includes cars that would be kept on power and be regularly maintained, but not in regular service
Acela II		0	0	0	0	0	0	19	19	0	0	0	0	+19	+19	0	0	0	0	0	
Other																					
Bilevel Auto Carrier	FB	77	77	0	0	0	0	77	77	0	0	0	0	0	0	0	0	0	0	12	
P42c	B1	0	0	0	0	0	0	14	14	0	0	0	0	+14	+14	0	0	0	0	0	Converted from P42s displaced by ALC-42s
HHP-8c	HP	2	2	0	0	0	0	8	8	0	0	0	0	+6	+6	0	0	0	0	0	Completed 1 per month through March 2024
F40 NPCU	BC	14	14	0	0	0	0	10	10	0	0	0	0	(4)	(4)	0	0	0	0	2	
F40 NPCU (Cascades)	BN	1	1	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	
F40 NPCU (Cascades OR)	OS	2	2	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	
F40 NPCU (Caltrans)	CQ	4	4	0	0	0	0	0	0	0	0	0	0	(4)	(4)	0	0	0	0	0	
State Owned																					
Single-Level																					
North Carolina Coach	NC	15	14	0	0	0	1	15	14	0	0	0	1	0	0	0	0	0	0	0	
North Carolina Food	NF	5	5	0	0	0	0	5	5	0	0	0	0	0	0	0	0	0	0	1	
Venture End Coach 1B (SJJPA)	OH	4	4	0	0	0	0	7	7	0	0	0	0	+3	+3	0	0	0	0	0	All units in service by end of FY24
Venture Mid Coach 1A (SJJPA)	OG	8	8	0	0	0	0	14	14	0	0	0	0	+6	+6	0	0	0	0	0	All units in service by end of FY24
Venture Mid Coach 1D (SJJPA)	OJ	0	0	0	0	0	0	7	7	0	0	0	0	+7	+7	0	0	0	0	0	All units in service by end of FY24

Appendix V. FY2024 Fleet Change Summary

Equipment Name	Sec. Code	Sep 30 2023						Sep 30 2024						FY2023 Change						Units due COT&S in FY2024	Notes	
		Total Fleet	Planned Active	Overhaul Backlog	Long Term Storage	Wreck Backlog	Wreck Stored	Total Fleet	Planned Active	Overhaul Backlog	Long Term Storage	Wreck Backlog	Wreck Stored	Total Fleet	Planned Active	Overhaul Backlog	Long Term Storage	Wreck Backlog	Wreck Stored			
Venture Vending 1C (SJJPA)	OI	0	0	0	0	0	0	14	14	0	0	0	0	+14	+14	0	0	0	0	0	0	All units in service by end of FY24
Venture Cab 4A (SJJPA)	OK	0	0	0	0	0	0	7	7	0	0	0	0	+7	+7	0	0	0	0	0	0	All units in service by end of FY24
Venture 1A Coach (Midwest)	IC	20	20	0	0	0	0	20	20	0	0	0	0	0	0	0	0	0	0	0	0	All units in service by start of FY24
Venture 1B Coach (Midwest)	ID	31	31	0	0	0	0	34	34	0	0	0	0	+3	+3	0	0	0	0	0	0	All units in service by end of FY24
Venture 3A Business Coach (Midwest)	IB	15	15	0	0	0	0	17	17	0	0	0	0	+2	+2	0	0	0	0	0	0	All units in service by end of FY24
Venture 5A Café (Midwest)	IE	0	0	0	0	0	0	17	17	0	0	0	0	+17	+17	0	0	0	0	0	0	All units in service by end of FY24
California Comet Coach	CS	14	14	0	0	0	0	14	14	0	0	0	0	0	0	0	0	0	0	0	0	
Bi-Level																						
Caltrans Coach	CK	34	33	0	0	0	1	34	33	0	0	0	1	0	0	0	0	0	0	0	12	
Caltrans Coach Cab	CJ	19	17	0	0	0	2	19	17	0	0	0	2	0	0	0	0	0	0	0	3	
Caltrans Coach Bag	CO	6	6	0	0	0	0	6	6	0	0	0	0	0	0	0	0	0	0	0	2	
Caltrans Diner	CE	16	16	0	0	0	0	16	16	0	0	0	0	0	0	0	0	0	0	0	2	
Trainsets																						
Talgo Series 8		2	2	0	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	
Power																						
ACS-64	ES	68	67	0	0	0	1	68	67	0	0	0	1	0	0	0	0	0	0	0	0	
P42	BD	170	162	0	1	0	7	154	146	0	1	0	7	(16)	(16)	0	0	0	0	0	0	14 units converted to P42c's, 2 in conversion at end of FY24
P40	BP	11	11	0	0	0	0	11	11	0	0	0	0	0	0	0	0	0	0	0	0	
ALC-42	AG	36	36	0	0	0	0	61	61	0	0	0	0	+25	+25	0	0	0	0	0	0	25 additional units deployed into revenue service
P32-8	BH	16	16	0	0	0	0	16	16	0	0	0	0	0	0	0	0	0	0	0	0	
P-32 Dual Mode	DM	18	18	0	0	0	0	18	18	0	0	0	0	0	0	0	0	0	0	0	0	
North Carolina Locomotive	NN	9	9	0	0	0	0	9	9	0	0	0	0	0	0	0	0	0	0	0	0	
Charger	CG	65	65	0	0	0	0	65	65	0	0	0	0	0	0	0	0	0	0	0	0	
Caltrans Loco F59PHI/P32-8	CL	16	13	0	2	0	1	16	13	0	2	0	1	0	0	0	0	0	0	0	0	

Appendix VI. Active Fleet Size and Utilization

Equipment Type	Equipment Code	FY22 CIP Units	FY22 Active Units	FY22 Utilization %	FY23 CIP Units	FY23 Active Units	FY23 Utilization %
ACS-64	SQ_EQ_EXES	42	66	64%	54	67	80%
ALC-42	SQ_EQ_DXA1	21	26	79%	25	44	57%
Amfleet I Business Class	SQ_EQ_AXAN	33	39	85%	31	39	78%
Amfleet I Club-Dinette	SQ_EQ_AXCD	35	43	81%	27	42	63%
Amfleet I Coach	SQ_EQ_AXAS	254	328	78%	281	324	87%
Amfleet I Table Car	SQ_EQ_AXMF	30	44	69%	33	44	75%
Amfleet II Coach	SQ_EQ_AYAI	93	113	82%	79	114	69%
Amfleet II Lounge	SQ_EQ_AYAH	14	24	58%	15	24	63%
Bilevel Auto Carrier	SQ_EQ_LXFB	60	77	78%	68	77	88%
Cab Car	SQ_EQ_CBCC	11	15	73%	9	15	57%
Cab Car Conversions	Multiple	-	-	-	8	15	48%
Caltrans Coach	SQ_EQ_OYCK	30	34	88%	33	33	98%
Caltrans Coach Bag	SQ_EQ_OYCO	6	6	100%	7	6	117%
Caltrans Coach Cab	SQ_EQ_OYCS	13	18	72%	17	17	100%
Caltrans Diner	SQ_EQ_OYCE	13	16	81%	11	16	70%
Caltrans Loco F59PHI/P32-8	SQ_EQ_DXGM	8	15	53%	14	13	104%
Charger	Multiple	38	61	62%	40	65	62%
Horizon Club-Dinette	SQ_EQ_HYHB	8	9	83%	7	9	72%
Horizon Coach	SQ_EQ_HYHC	30	46	65%	32	58	55%
North Carolina Coach	SQ_EQ_CMNC	6	14	43%	4	14	29%
North Carolina Food	SQ_EQ_CMNF	2	5	40%	2	5	40%

Appendix VI. Active Fleet Size and Utilization

Equipment Type	Equipment Code	FY22 CIP Units	FY22 Active Units	FY22 Utilization %	FY23 CIP Units	FY23 Active Units	FY23 Utilization %
NPCU	CBBC	5	26	19%	8	0	0%
P-32 Dual Mode	SQ_EQ_DXDM	13	18	72%	15	18	81%
P40	SQ_EQ_DXBP	4	11	36%	4	11	36%
P42	SQ_EQ_DXBD	95	169	56%	89	159	56%
Superliner Baggage Coach	SQ_EQ_SXSQ	30	41	73%	27	38	70%
Superliner Business Class Coach	SQ_EQ_SYSB	4	5	80%	0	1	0%
Superliner Coach	SQ_EQ_SX	71	89	79%	62	93	67%
Superliner Deluxe Sleeper	SQ_EQ_SYSD	4	6	67%	4	6	67%
Superliner Diner Lounge	SQ_EQ_SXSA	9	14	64%	9	14	64%
Superliner Dining Car	SQ_EQ_SYSF	25	39	64%	26	40	64%
Superliner Lounge (Sightseer)	SQ_EQ_SYSR	30	41	73%	28	4	67%
Superliner Sleeper	SQ_EQ_SXSS	71	99	71%	65	99	66%
Superliner Snack Coach	SQ_EQ_SXSK	3	7	43%	5	7	64%
Superliner Transition Sleeper	SQ_EQ_SYST	14	25	56%	18	32	55%
Surfliner Business Class Coach	SQ_EQ_OXOM	8	10	80%	7	10	65%
Surfliner Cab/Bag/Coach	SQ_EQ_OXOB	8	11	73%	7	11	59%
Surfliner Café Car	SQ_EQ_OXOF	8	10	80%	7	10	65%
Surfliner Coach	SQ_EQ_OXOC	15	21	71%	13	21	62%
Venture Coach (Midwest)	Multiple	50	80	63%	62	83	74%
Venture Coach (SJPA)	Multiple	16	42	38%	19	2	63%
Viewliner I Sleeper	SQ_EQ_VXVS	28	33	85%	21	33	62%
Viewliner II Baggage	SQ_EQ_VYVG	39	54	72%	40	60	65%

Appendix VI. Active Fleet Size and Utilization

Equipment Type	Equipment Code	FY22 CIP Units	FY22 Active Units	FY22 Utilization %	FY23 CIP Units	FY23 Active Units	FY23 Utilization %
Viewliner II Combination Sleeper	SQ_EQ_VYVB	6	10	60%	5	10	50%
Viewliner II Diner	SQ_EQ_VYVF	11	18	61%	11	18	61%
Viewliner II Sleeper	SQ_EQ_VYVE	17	25	68%	11	25	44%