



## ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item  
Meeting of July 19, 2008**

**DATE:** July 17, 2008

**SUBJECT:** Authorize the County Manager to Execute a Memorandum of Understanding (MOU) between the Washington Metropolitan Area Transit Authority (WMATA) and the County Board to Fuel and Clean Arlington Transit (ART) Compressed Natural Gas (CNG)-Powered Passenger Vehicles.

**C. M. RECOMMENDATIONS:**

Approve the attached MOU and authorize the County Manager or his designee to execute the MOU on behalf of the County Board, subject to approval of the MOU as to form by the County Attorney.

**ISSUE:** The County Board, by acceptance of the MOU, agrees that natural gas entering the facility may at the discretion of Washington Gas contain additions of propane (“peak shaving”) and that the County will not make any claim against WMATA for personal injury or property damage caused by, or related to, ingestion of “peak shaved” fuels by Arlington or contractor equipment.

**SUMMARY:** Through VEOLIA, Arlington operates a fleet of passenger vehicles including eight heavy-duty transit buses which run on CNG and which can be fueled and cleaned at FMRD. The Trades Center CNG fuel site does not currently have sufficient fuel capacity to fuel all eight buses to stay in service all day. As a result, a reserve vehicle and driver are frequently placed in service while an assigned vehicle and driver are diverted for an hour to the fuel site. The Trades Center vehicle-cleaning facility is not large enough to accommodate and adequately clean the exterior of these same eight buses. Through the MOU, Arlington County and its contractor will clean and fuel up to 20 heavy-duty transit buses at FMRD.

**BACKGROUND:** The Arlington Transit (ART) fleet of 30 buses includes 25 CNG-powered buses to promote clean air and reduce localized impacts of transit operations in Arlington neighborhoods. Eight of the buses are heavy-duty low-floor transit buses. Arlington County intends to procure an additional twelve heavy-duty low-floor transit buses to replace nine older vehicles and expand service in FY 2009.

**DISCUSSION:** The attached MOU provides permission for ART buses to be fueled and cleaned at the FMRD facility by WMATA personnel during early morning weekday hours.

County Manager: \_\_\_\_\_

County Attorney: \_\_\_\_\_

Staff: Steve Yaffe, Dept. of Environmental Services – Transportation Division

Billing and payment shall be made directly on a monthly basis and Arlington shall require its contractor, upon entering WMATA property, to indemnify WMATA for all claims arising out of the contractor's presence on WMATA's property except claims caused solely by WMATA. By amendment to the contract with the contractor, the County will also waive indemnification by the contractor for damages to the County's equipment caused by WMATA. This MOU would replace the MOU effective October 11, 2005, to address the cleaning of the buses and to more completely specify the cost to Arlington County. This MOU would remain in effect until terminated upon thirty days written notice by either party. The County Board, by acceptance of the MOU, agrees that natural gas entering the facility may, at the discretion of the utility, Washington Gas, contain additions of propane ("peak shaving") and that the County will not make any claim against WMATA for personal injury or property damage caused by, or related to, ingestion of "peak shaved" fuels by Arlington or contractor equipment. This is an acceptable risk that WMATA also undertakes for Metrobuses. Also, the Board acknowledges that it will not seek to hold WMATA responsible for any damages to property or injury to personnel which may result from Arlington's or the contractor's use of the Four Mile Run Division facility (FMRD). The risk posed here is outweighed by the benefits of fueling and washing ART buses at FMRD.

**FISCAL IMPACT:** The purchase of CNG fuel is a regular, budgeted item for ART services. ART is budgeted \$340,000 annually for fuel. Through this MOU, ART will obtain an additional source of fuel. The costs attributable to using WMATA personnel to fuel the buses would be offset by savings due to reduced time to fuel buses and elimination of the need to fuel buses twice each weekday due to inadequate fueling capacity at the alternative sites. Arlington County currently is reimbursed \$0.50 for each gallon-equivalent of CNG fuel dispensed at the Trade Center site. This revenue is obtained through a federal tax-rebate program for the agency owning the site dispensing the fuel. This rebate would not convey to fuel dispensed at WMATA's FMRD, as WMATA owns that site.

The MOU includes Exhibit B, through which VEOLIA agrees to indemnify and hold harmless WMATA from and against any and all expenses of any nature arising from any claims arising out of any activity contemplated by this MOU with the exception of claims caused solely by WMATA. By amendment to the existing agreement between Arlington County and Veolia Transportation Services, Inc., Arlington County will agree to reimburse Veolia for the cost Veolia may incur to add WMATA as an additional insured party. Both parties expect the financial impact of Exhibit B, if any, to be negligible.