COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Nicholas Donohue
Chairperson

1221 East Broad Street
Richmond, Virginia 23219

(804) 482-5818

Agenda item # 15

**RESOLUTION
OF THE
COMMONWEALTH TRANSPORTATION BOARD**

July 22, 2026

MOTION

Made By: Mr. Gribbin**, Seconded By:** Mr. Good

Action: Motion Carried, Unanimously

**Approval of Revised Guidelines and Criteria for the
Transportation Partnership Opportunity Fund**

WHEREAS, the Transportation Partnership Opportunity Fund (the "TPOF") is established in §33.2-1529.1 of the *Code of Virginia* and is "to be used by the Governor to provide funds to address the transportation aspects of economic development opportunities"; and

WHEREAS, pursuant to §33.2-1529.1, the Commonwealth Transportation Board ("CTB" or the "Board"), in consultation with the Secretary of Transportation and the Secretary of Commerce and Trade, is required to develop guidelines and criteria that shall be used in awarding grants or making loans from the TPOF ("TPOF Guidelines and Criteria"); and

WHEREAS, Item 438 J of Chapter 0001 of the 2026 Special Session I Acts of Assembly ("2026 Budget") further changed the requirements for funds directed by the Governor ("2026 amendments") and directed the CTB to revise the TPOF Guidelines and Criteria to be consistent with the changes made by the 2026 Budget; and

WHEREAS, the Virginia Department of Transportation, in consultation with the Secretary of Transportation, has revised the TPOF Guidelines and Criteria, to render them consistent with §33.2-1529.1 and the changes made by the 2026 Budget, and recommends that the CTB approve the revised TPOF Guidelines and Criteria.

NOW, THEREFORE BE IT RESOLVED, the Commonwealth Transportation Board hereby approves the proposed TPOF Guidelines and Criteria, dated July 22, 2026, and attached hereto as Appendix A, replacing the TPOF Guidelines and Criteria adopted in July of 2023, for use in determining the award and direction of funds from the Transportation Partnership Opportunity Fund.

BE IT FURTHER RESOLVED, that VDOT is directed to deliver the revised Guidelines and Criteria to the Governor with the recommendation that they be disseminated to the Chairmen of the House Committees on Appropriations, Finance, and Transportation and the Senate Committees on Finance and Appropriations and Transportation.

####

CTB Decision Brief

<u>Approval of Revised Guidelines and Criteria for the Transportation Partnership Opportunity Fund</u>

Issue: The Commonwealth Transportation Board (CTB) is responsible for developing the guidelines and criteria of the Transportation Partnership Opportunity Fund (TPOF) in accordance with §33.2-1529.1 of the *Code of Virginia*. The CTB adopted revisions to the TPOF guidelines and criteria in February 2016, July 2018, and June 2023 (TPOF Guidelines and Criteria). Chapters 546 and 547 of the 2023 Acts of Assembly also established authority for the Governor to direct TPOF funds through direct grants "to enhance the economic development opportunities of the Commonwealth's transportation programs and establish new statutory processes and reporting requirements associated with the use of the Fund." Changes enacted pursuant to Item 438 J of Chapter 0001 of the 2026 Special Session I Acts of Assembly ("2026 Budget") require changes to the TPOF Guidelines and Criteria that were adopted by the CTB in June 2023. VDOT seeks CTB approval of the revised TPOF Guidelines and Criteria.

Facts: Pursuant to §33.2-1529.1, the CTB is charged with developing guidelines and criteria for TPOF. To that end:

- Chapter 547 of the Acts of Assembly of 2023 provides that:
    a. The Governor may direct Funds to the Board for transportation projects determined to be necessary to support major economic development initiatives or to enhance the economic development opportunities of the Commonwealth's transportation programs if recommended by the Secretary of Transportation and the Secretary of Commerce and Trade
    b. Funds directed in excess of $5 million require the Secretary of Transportation submit a report on the direction to the Chairmen of the Senate Committee on Finance and Appropriation and the House Committee on Appropriations within 30 days; and
    c. If any direction is in excess of $35 million on any one project, the Major Employment and Investment (MEI) Project Approval Commission must review within 14 days. If the Commission does not provide a recommendation within that time, the funds may be directed
    d. Property acquisition and new or improved infrastructure to support economic development opportunities of the Commonwealth's transportation programs was added as a use of the fund
- Chapter 725 of the Acts of Assembly of 2025 changed the requirements for Funds directed by the Governor to the Board such that:
    a. Funds directed in excess of $5 million require the Secretary of Transportation to submit a report on the direction to the Chairmen of the Senate Committee on Finance and Appropriation and the House Committee on Appropriations within 30 days,

    b. If any direction is in excess of $20 million on any one project or cumulative in excess $50 million to that subdivision during a biennium, the MEI Project Approval Commission must review within 21 days.
- Item 438 J of Chapter 0001 of the 2026 Special Session I Acts of Assembly Further changed the requirements for funds directed by the Governor to the Board such that:
    a. Funds directed in excess of $5 million require the Secretary of Transportation to submit a report on the direction to the Chairmen of the Senate Committee on Finance and Appropriation and the House Committee on Appropriations within 30 days
    b. If any direction is in excess of $10 million on any one project or cumulative in excess $25 million to that subdivision during a biennium, the MEI Project Approval Commission must review within 30 days
    c. Requires that the Governor notify each member of the MEI Project Approval Commission and Commission staff. Notification must include a written notification of the proposed expenditures hand delivered to staff of the House Appropriations and Senate Finance and Appropriations Committees
    d. Requires that the Guidelines be revised to reflect the changes
- §33.2-1529.1 continues to require that no grant or loan shall be awarded until the Governor has provided copies of the TPOF Guidelines and Criteria to the Chairmen of the House Committees on Appropriations, Finance, and Transportation and the Senate Committees on Finance and Appropriations and Transportation.
- Further, §33.2-1529.1 continues to require that the Governor shall provide grants and commitments from the TPOF in an amount not to exceed the total value of the moneys contained in the TPOF.
- The existing applicant process for grants, loans and other special financing methods remains unchanged.

Recommendations: VDOT recommends (i) CTB approval of the revised TPOF Guidelines and Criteria, dated July 22, 2026, and attached hereto as Appendix A and (ii) delivery of the revised Guidelines and Criteria to the Governor with the recommendation that they be disseminated to the Chairmen of the House Committees on Appropriations, Finance, and Transportation and the Senate Committees on Finance and Appropriations and Transportation.

Action Required by CTB: A majority vote of the CTB is required to approve the revised TPOF Guidelines and Criteria.

Options: Approve, Deny or Defer.

Public Comments/Reactions: N/A

The Commonwealth of Virginia

The
Transportation Partnership
Opportunity Fund

Guidelines and Criteria

July ~~1, 2023~~ 22, 2026

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Introduction

Chapter 546 of the 2023 Acts of Assembly (the "Act") is the legal framework creating the Transportation Partnership Opportunity Fund ("TPOF" or the "Fund"). The Fund is to be used by the Governor to provide funds to address the transportation aspects of economic development opportunities or to enhance the economic development opportunities of the Commonwealth transportation programs.

The Act

The Act authorizes monies to be awarded from the Fund by the Governor as grants, revolving loans, or other financing tools and equity contributions to an agency or political subdivision of the Commonwealth of Virginia.

It is the intent of the Act to provide funds to address the transportation aspects of economic development opportunities, including, but not limited to, the creation of jobs and to promote private investment and economic development.

The following guidelines and criteria have been developed by the Commonwealth Transportation Board (the "CTB" or "Board"), in consultation with the Secretary of Transportation and the Secretary of Commerce and Trade to guide the process of applying for and receiving financial assistance from the Fund.

The complete text of the Act has been included as Appendix A to these guidelines. Although guidance is provided herein with regard to application of the Act, it will be incumbent upon all entities to read the Act in its entirety, and to comply with the provisions of the Act.

Transportation Partnership Opportunity Fund Administration

Monies in the Fund may be awarded by the Governor to Applicants in the form of grants (up to $5 million), revolving loans or other financing tools and equity contributions. Loans from the Fund will be interest free and are available up to the maximum of $30 million, based on funding availability. Loan terms will vary but shall not exceed seven (7) years.

The Act also authorizes the Governor to direct funds to the Board for transportation projects determined to be necessary to support major economic development initiatives or to enhance the economic development opportunities of the Commonwealth's transportation programs when recommended by the Secretary of Transportation and Secretary of Commerce and Trade.

Assistance or commitments from the Fund will be limited to the total value of money that is available in the Fund. The fund shall consist of (i) one-third of all interest, dividends, and appreciation that may accrue to the Transportation Trust Fund and the Highway Maintenance and Operating Fund and (ii) any funds appropriated to it by the general appropriation act and revenue from any other source, public or private. Funding available will also include repayments to the Fund of loans, any revocation of assistance provided to entities that fail to meet performance criteria, any interest and dividends earned on the Fund and any other appropriations may be used for additional loans or grants for other projects.

After award to an Applicant or direction to the Board by the Governor, the Fund will be administered by the CTB acting through the Virginia Department of Transportation ("VDOT"), in consultation with the Secretary of Commerce and Trade. VDOT will manage the overall administration of the TPOF, with the Secretary of Commerce and Trade and the Virginia Economic Development Partnership providing guidance with respect to the economic development features of the program.

Eligible Applicants

Financial assistance from the Fund may be awarded to any agency or political subdivision of the Commonwealth of Virginia.

Eligible Projects

Grants or revolving loans to Applicants or Funds directed to the Board may be used for transportation capacity development, on and off site; road, rail, mass transit or other transportation access costs beyond the funding capability of existing programs; studies of transportation projects including but not limited to environmental analysis, geotechnical assessment, survey, design and engineering, advance right-of-way acquisition, traffic analysis, toll sensitivity studies, financial analysis, property acquisition and new or improved infrastructure to support economic development opportunities of the Commonwealth's transportation programs, or any else permitted by law. Funds may be used for any transportation project or any transportation facility within the Commonwealth of Virginia.

Transportation aspects of economic development projects that are also eligible for funding through the Revenue Sharing Program, the Economic Development Access Program, the Rail Industrial Access Program, the Rail Preservation Program or the Rail Enhancement Program, may be eligible to receive financial assistance from the Fund. However, it must be demonstrated that such additional funding is necessary. ~~Amounts received from these other funding sources, or used to leverage additional monies from the Fund, may not also~~TPOF funds cannot be used ~~for~~as the required non-state match for the programs listed above and the funds from these programs may not be considered match for TPOF.

Monies from the Fund are not to be used to supplant existing or programmed funds from other existing public sources but are to be used to support projects and activities beyond the funding capability of existing programs.

Monies awarded to Applicants from the Fund that are to be used for transportation aspects of an economic development project must meet the economic development criteria of the *Commonwealth's Opportunity Fund ("COF") Grant Program.* **Or**, in cases where the project is solely retaining jobs, the project must meet the economic development criteria of the *Virginia Investment ~~Partnership~~Performance ("VIP") Grant Program*. **Or**, for state agency transportation services that provide non-highway alternatives for the movement of freight, the service must enhance economic development opportunities and regional connectivity within the Commonwealth.

Funds used to match the Commonwealth's Opportunity Fund **CANNOT** be used to match the TPOF, although both sources of monies can be used for a project. Funds from the Virginia Tobacco Indemnification and Community Revitalization Commission may be allowed as matching funds for this purpose.

Project Ownership

Projects that are developed with monies from the Fund shall not become private property and shall be maintained by the appropriate entity pursuant to applicable agreements following completion. Any reports, studies, analysis, and other forms of intellectual property created or developed using monies from the Fund shall become property of the Commonwealth.

Application Process

VDOT, in cooperation with the Secretary of Commerce and Trade and the Virginia Economic Development Partnership, will accept applications from eligible applicants for consideration. A copy of the application is provided as Appendix B. All applications for assistance from the Fund shall be sent to VDOT's Chief Financial Officer (the "CFO") and addressed as follows:

Transportation Partnership Opportunity Fund
Attn: Chief Financial Officer
Virginia Department of Transportation
~~1401~~1221 East Broad Street
Richmond, Virginia- 23219-2000

All applications will be reviewed to determine that the minimum eligibility requirements have been satisfied. The minimum eligibility requirements are as follows:

Application Assistance Requirements

For an applicant to be eligible for assistance the applicant must meet the mandatory requirements PLUS one of the other listed criteria

Mandatory Requirements

- The applicant **MUST** be an agency or political subdivision of the Commonwealth,
- The project addresses the needs identified in the appropriate state, regional or local transportation plan.

PLUS ONE of the following:

- The project meets the economic development criteria of the **Commonwealth's Opportunity Fund Grant Program**.
- In cases where the project is solely retaining jobs; the project must meet the economic development criteria of the **Virginia Investment ~~Partnership~~Performance Grant Program.**
- In cases where the funding is for state agency transportation services that provide non-highway alternatives for the movement of freight, the service must enhance economic development opportunities and regional connectivity within the Commonwealth.

Following an applicant's selection for evaluation, meetings may be conducted with the applicant. The purpose of the meetings will be to review and confirm the information contained in the application. Representatives of the applicant, VDOT staff and staff from the applicable modal oversight agency and the Virginia Economic Development Partnership staff, as appropriate, shall participate in the meetings.

Application Evaluation Criteria

Following receipt of the applications and a review by staff to assure the basic statutory requirements have been met, a TPOF Advisory Panel, chaired by a Deputy Secretary of Transportation, and consisting of VDOT's Chief Financial Officer, an Executive Officer of the applicable modal oversight agency (if necessary), a Deputy Secretary of Commerce and Trade, and a representative of the Department of Planning and Budget will evaluate those applications to ensure that the applicant(s) meets the transportation and economic development evaluation criteria. Applicants meeting the evaluation criteria become eligible to receive assistance, subject to the approval of the Governor and the availability of funding. In circumstances where the total amount of assistance requested exceeds the total amount of funding available, eligible applications that include applicant matching funds or equity contributions and projects that are in an advanced state of readiness-to-proceed, will receive priority consideration for assistance.

General Evaluation Criteria

- Projects with a high level of matching funds will be considered highly desirable.
- Projects that clearly show how funds will advance the development of a transportation facility will be considered highly desirable.
- Financial feasibility of the ~~project~~project's plan of finance, including the capacity to repay any loan and mitigate risks.
- Extent to which funding would advance the project's or facility's schedule to an earlier completion date.

Transportation Evaluation Criteria

- The entity's experience implementing similar projects, including the use of new technologies.

- Comparative benefits resulting from the development of the proposed transportation project or facility.
- Evidence that the state agency transportation service has provided and/or will provide non-highway alternatives for the movement of freight and has enhanced economic development opportunities and will enhance future economic development in the impacted areas.

Economic Development Evaluation Criteria

- Project must meet minimum criteria established in the Commonwealth's Opportunity Fund Guidelines. **Or,**
- For projects in which no net new jobs are being created, the project must meet minimum criteria established in the Virginia Investment ~~Partnership~~Performance Grant Program Guidelines. **Or,**
- For state agency transportation service applicants, provide evidence that the service has supported economic development and job creation and will continue to enhance future economic development opportunities that will support job creation and capital investment.

Advisory Panel Notification

Following evaluation by the TPOF Advisory Panel, the VDOT Chief Financial Officer shall provide findings and recommendations of the Panel to the Secretary of Transportation, the Secretary of Commerce and Trade and the applicable modal oversight board and agencies.

Awarded Financing Notification

Following notification by the TPOF Advisory Panel, the Secretary of Transportation and the Secretary of Commerce and Trade will submit to the Governor a recommendation of funding for the successful applicants. Once assistance from the Fund is approved and awarded by the Governor, written notification will be provided to the potential recipient. The notification will outline the type of assistance to be provided and in the case of a loan, the required security provisions, the loan term and payment provisions, the amount of assistance to be provided and any conditions that must be met by the applicant prior to loan closing or grant award. The notification must be acknowledged and accepted by the potential recipient within 10 business days of the notification date to preserve the funding. Once the notification is accepted, the Department and applicant will enter into an agreement.

Loan/Grant Award Agreement for Economic Development Transportation Projects

An agreement shall be executed between the Commissioner of ~~the Virginia Department of Transportation~~Highways and the appropriate local government, state agency, or political subdivision that receives the principal benefit of financing from the Fund before disbursement of any monies awarded to an Applicant. See Appendix C for sample Award and Directed Funds Agreements.

In the case where a project ~~is qualifying~~qualifies based on COF or VIP, the agreement will include a statement that the recipient will reach the specified job creation or retention and/or capital investment levels within thirty-six (36) months after final disbursement of funds or in accordance with the corresponding COF or VIP agreement.

If those performance criteria are not met, the entity shall repay to the Fund, an amount as required by the terms and conditions of the Grant/Loan & Performance Agreement (Award Agreement). The Commissioner may, however, in consultation with the Secretary of Transportation and the Secretary of Commerce and Trade, grant a partial or total waiver to the repayment obligations or extend the performance period if it can be demonstrated that the transportation improvements developed with monies from the Fund had other economic benefits to a locality of the Commonwealth beyond that directly attributable to the private entity which was the basis for an application for monies from the Fund.

In the case of state agency transportation services, the anticipated benefits to the Commonwealth will be defined in the agreement and should be met within eighteen (18) months of final disbursement. If that performance criteria is not met, the applicant will become ineligible for future funds until the agreed upon benefit is met.

A Loan Award Agreement will include the security provisions for the assistance, repayment terms along with the amortization schedule, representations and warranties, finance plan requirements, borrower covenants, disbursement requirements, monitoring and reporting requirements and will specify any other terms and conditions for the financial assistance.

Directed Funds to the Board

Upon the direction of funds ~~to the Board~~ in excess of $5 million, the Secretary of Transportation shall within 30 days submit a report on such direction of funds to the Chairmen of the Senate Committee on Finance and Appropriations and the House Committee on Appropriations. ~~The report content will comply with all requirements set forth in the Code of Virginia~~ Any direction of funds by the Governor in excess of $10 million for any one project, and any cumulative direction of funds pursuant to that subdivision in excess of $25 million during a biennium, is subject to approval by the MEI Project Approval Commission (the "Commission") established pursuant to § 30-309 of the Code of Virginia. The Governor shall notify each member of the MEI Project Approval Commission and Commission staff of any proposed direction of funds requiring review. Such notification shall include a written notification of the proposed expenditures hand delivered to staff of the House Appropriations and Senate Finance and Appropriations Committees. The Commission shall complete such review within 30 business days of submission. Absent a recommendation within such 30-day period that the funds should not be directed, or in the event that the Commission does not provide a recommendation within such 30-day period, the funds shall be directed.

~~Any funds directed to the Board in a cumulative amount in excess of $35 million on any one project, shall be submitted for review to the MEI Project Approval Commission (the "Commission"). The Commission shall complete such review within 14 days.~~

Disbursement Process

Disbursement of the awarded financial assistance can begin following execution of an Award Agreement. Assistance from the Fund may be paid to the recipient based on costs incurred for the project. In some instances, disbursement may be allowed on a lump sum basis, subject to sufficient justification, where a portion, up to the maximum amount of assistance approved, could be disbursed at a single time.

Recipients will submit a disbursement request to VDOT. VDOT will review the request for completeness and if acceptable, approve the request for disbursement. VDOT will notify the recipient within thirty (30) days of any deficiencies in any disbursement request. Upon approving the disbursement request, VDOT will then forward the request to the Virginia Department of the Treasury (the "Treasury") for payment.

Directed funds recommended by the Governor will be allocated by the Commonwealth Transportation Board to the project through the Six-Year Improvement Program and administered by the Virginia Department of Transportation or the applicable locality.

Loan Term/Repayment

Loans from the Fund will have their term set by the Governor. The loan cannot exceed $30 million and will be interest free. Terms and repayment provisions will vary depending on the type of project and the availability of revenues or other funds. All loans must be repaid within seven (7) years of the date of loan closing. The frequency of payments of principal will vary according to the recipient and will be established as a part of the loan closing process. Loan recipients will make their payments to the Treasury.

VDOT will be responsible for monitoring and ensuring repayment of the loans.

Recipient Reporting Requirements

Recipients of TPOF awarded assistance will be required to provide VDOT ~~and the Secretary of Commerce and Trade~~ with various reports, certificates and documents during the project development phase as well as throughout the life of any loan.

Submittals of annual audited and interim, unaudited financial statements, approved budgets and use of funds reporting may be required as a condition of accepting assistance from the Fund. In addition, the recipient shall provide disclosure of any material events that could affect its ability to complete and, if applicable, operate the project.

Submittal of ~~an~~ a semi-annual and interim social economic report will be required in order to properly document and track job creation or retention, investment and general economic improvements of the project.

Other special reporting requirements may be required on a case-by-case basis.

All reporting requirements will be included in the financing agreement. Recipient reports will be due April 1 and October 1 during the term of any outstanding loan or, for awarded grant recipients, until completion of the assisted project or completion of the capital investment and job creation period, whichever comes last. VDOT shall seek to minimize reporting requirements for smaller grants and loans.

Appendix A

Chapters 546 and 547 of the 2023 Acts of Assembly
§ 33.2-1529.1. Transportation Partnership Opportunity Fund

Item 438 K.2. of Chapter 725 of the 2025 Acts of Assembly
Item 438 (VDOT) Highway Construction Programs. HB1600 - Chapter 725

Item 438 J.2. of Chapter 0001 of the Special Session I of the 2026 Acts of Assembly
Item 438 (VDOT) Highway Construction Programs. HB30 - Chapter

Appendix B

The Commonwealth of Virginia

The Transportation Partnership Opportunity Fund

Assistance Application

July 22, 2026

THE COMMONWEALTH OF VIRGINIA

APPLICANTS MUST COMPLETE ALL SECTIONS
PLEASE READ THE INSTRUCTIONS PRIOR TO COMPLETING THIS APPLICATION

SECTION 1 – Contact Information	
Applicant's Legal Name:	
Other Names Under Which Applicant Does Business:	
Federal Tax Identification Number:	
Business Address:	
Mailing Address (If different from above):	
Contact Person Name:	
Contact Person Title:	
Contact Person Mailing Address (If different from above):	
Telephone Number:	(xxx) xxx-xxxx
Fax Number:	(xxx) xxx-xxxx
E-mail Address:	

SECTION 2 – Assistance Requested	
Type of Assistance Requested. (GRANT / LOAN)	
Amount of Assistance Requested. (In WORDS)	xxxxxx Dollars
Amount of Assistance Requested. (In Numbers)	$0,000,000.00

State how the project addresses the needs identified in the appropriate state, regional or local transportation plan.

State in detail how the project meets one of the following requirements:

- **The project meets the economic development criteria of <u>the Commonwealth's Opportunity Fund Grant Program.</u>**

OR

- **In cases where the project is solely retaining jobs, the project must meet the economic development criteria of the <u>Virginia Investment Performance Grant Program.</u>**

OR

- **For state agency transportation service applicants, provide evidence that the service has supported economic development and job creation and will continue to enhance future economic development opportunities that will support job creation and capital investment.**

<u>SECTION 3 – Project Information</u> *Please ensure that you have reviewed the instructions prior to commencing this section*
1. Project Name.
2. Project Executive Summary. (Maximum 2 Pages)
3. Project Location and General Description of the Environment. (Mark if required as Exhibit A)
4. Project Development Process.
5. Purpose of TPOF Assistance.
6. Project Description.

7. Project Social and Economic Impact.
8. Project Schedule. (Mark if required as Exhibit B)
9. Permits and Approvals. (Mark if required as Exhibit C)
10. Project Management and Compliance Monitoring Plan. **(Mark if required as Exhibit D)**
11. Maintenance and Operations Plans. (Mark if required as Exhibit E)

<u>SECTION 4 – Plan of Finance</u> *Please ensure that you have reviewed the instructions prior to commencing this section*
1. Estimated Project Cost. (Uses of Funds) (Mark if required as Exhibit F)
2. Sources of Funds.
3. Pro Forma Cash Flow. (Mark if required as Exhibit G)
4. Risks and Mitigation. (Mark if required as Exhibit H)
5. Financial Statements. (if applicable) (Mark if required as Exhibit I)

SECTION 5 – Applicant Organization Information *Please ensure that you have reviewed the instructions prior to commencing this section*
1. Describe the applicant's legal framework including past history and ownership structure. **(Mark if required as Exhibit J)**
2. Describe the legal authority of the applicant to carry out the proposed project activities.
3. Identify whether governmental entities, other than the applicant, must approve the submission of the application package, the funding of activities or the carrying out of activities described in the application. Provide documentation in the form of an exhibit as applicable.
4. Describe the applicant's organizational structure and the applicant's relationship to any subsidiaries or affiliates. **(Mark if required as Exhibit K)**
5. Provide an organization chart. **(Mark if required as Exhibit L)**
6. Describe the applicant's prior 5 experience as it relates to carrying out projects similar to that being proposed. **(Mark if required as Exhibit M)**
Project: **Year:** **Description:** **Project Cost:**

Project Status:

Project:
Year:
Description:
Project Cost:
Project Status:

Project:
Year:
Description:
Project Cost:
Project Status:

Project:
Year:
Description:
Project Cost:
Project Status:

Project:
Year:
Description:
Project Cost:
Project Status:

7. Describe any current, threatened, or pending litigation involving the applicant related to permitting, public involvement, environmental irregularities, construction defects, securities fraud, conflict of interest, failure to perform under a state or federal contract, or other charges which may reflect on the applicant's financial position or ability to complete the project. **(Mark if required as Exhibit N)** **Applicant may be required to provide documentation regarding this section.**

APPLICATION INSTRUCTIONS

GENERAL

- Please provide detailed answers to all application questions (where applicable) in the space provided. Applicants can use more space than provided to answer the questions in this application.
- If additional exhibits or attachments are needed, please mark and make note of the attachments within the space provided in the application.
- It is important that the applicant complete all applicable sections of this application.
- Application should be completed in Times New Roman 12 Size Font.

SECTION 3 – Project Information

This section requires narrative information and exhibits. To help avoid any delays in processing this application it is important that ALL attached and numbered exhibits correspond to their respective items.

1. **Project Name.** Assign a short name to the project for identification purposes.
2. **Project Executive Summary. (**Maximum 2 Pages)
3. **Project Location and General Description of the Environment**. Describe the location of the project, including major intersecting highway and rail routes. Attach a map as Exhibit A. Include the county or counties that the project will serve.
4. **Project Development Process.** Is this project to address the transportation aspects of an economic development opportunity?
5. **Purpose of TPOF Assistance.** Describe what aspect of the project for which the assistance will be used. Provide a breakdown of the proposed use of the assistance.
6. **Project Description.** Describe the need for the project, its basic design features and what the project is intended to accomplish. Include an assessment of the current condition of all transportation facilities relating to the project. For a construction project, describe the difference in the current project scope as compared to any approved environmental documents or study alternatives. If no environmental assessments or reviews have been completed on the project, provide an explanation and a schedule outlining the steps to comply with the National Environmental Policy Act. Describe how the funds provided will enhance the transportation aspects of economic development opportunities for the local area and the State in general.

7. **Project Social and Economic Impact.** Describe how the project will improve or enhance the current social and economic situation within the project area. This section should include the number of jobs created (if qualifying under COF criteria) or retained (if qualifying under the VIP criteria) as a result of the project and the amounts of investment that will be committed in the event that the funds are being used for an economic development project. Include a statement as to how the studies and analyses to be completed using moneys from the TPOF will advance social and economic development.

8. **Project Schedule.** Provide a timeline that shows the estimated start and completion dates for each major phase or milestone of the project development, construction and/or acquisition. Indicate the applicant's current status with respect to the timeline. Indicate the extent to which TPOF assistance will expedite the schedule or aid in meeting the schedule. List any other critical path issues. (Exhibit B)

9. **Permits and Approvals**. List all major permits and approvals necessary for construction of the project and the date, or projected date of the applicant's receipt of such permits and approvals. The list should include permits and approvals required under local, regional, state and federal laws and regulations. Indicate when outstanding approvals by the governing entities are expected. Describe the status of the environmental review documents. *Copies of **ALL** permits and approvals will be required upon execution of a financing agreement.* (Exhibit C)

10. **Project Management and Compliance Monitoring Plan.** Include a comprehensive project management and monitoring plan that will assure the project sponsor's ability to deliver the project as planned, fulfill all project commitments and ensure compliance with all terms of the financing agreement, including all applicable regulations and provisions of law. (Exhibit D)

11. **Maintenance and Operations Plans.** Include a description of the maintenance and operations plan for the project. Include projections of maintenance and operations expenses and the source of payment for these expenses. (Exhibit E)

SECTION 4 – Plan of Finance

This section pertains to the plan of finance for the project. This section also requests narrative information and exhibits. To help avoid any delays in processing this application it is important that ALL attached and numbered exhibits correspond to their respective items.

1. **Estimated Project Cost (Uses of Funds).** Provide a detailed budget for the project. The budget should include all applicable and anticipated expenses and cost for administrative services, feasibility studies, preliminary engineering and environmental assessments, right-of-way acquisition, vehicle acquisition, construction, construction administration, project management and inspection and other engineering or technical services, contingencies and any other cost categories as may be necessary. All cost estimates should be shown on a year-of-expenditure, cash basis that include any necessary explanations as to assumptions used to determine estimates. (Exhibit F)

2. **Sources of Funds.** Provide a table that reflects the amount of funding from each source of funds for the project, including the TPOF funding. Include, as applicable, federal grants and/or loans, state grants and/or loans, local grants and/or loans, private investment and/or equity contributions, bond proceeds, other borrowings and any other sources of funding that will be used for the project. In addition, provide in narrative form the following information for each source of funding. Supplement the narrative with a chart showing the flow of funds.

   Description of TPOF Funding:

   - The entity requesting the grant or loan.
   - If a grant is being requested, outline when the funding is expected or needed.
   - If a loan is being requested, outline the following:
     - Evidence of authorization to commit to loan repayment(s);
     - The source of repayment(s) for the TPOF loan;
     - If project revenues are the source of repayment, the priority of repayment of the loan with respect to project revenues;
     - If non-project revenues are the source of repayment (e.g. general revenues, appropriations, etc.), the priority of repayment of the loan with respect to borrowing entity's other liabilities;
     - The security features for the loan, including any pledged revenues and collateral;
     - Debt service coverage on the loan;
     - Whether the source of repayment is contingent on the project's completion;
     - Whether the source of repayment is subject to future allocations, appropriation and/or governing body approval; and
     - Proposed payment schedule.

Description of other governmental grants and or assistance:

- The specific governmental entity providing the grant.
- The timing for receipt of the grant, including the key steps that must occur in order to receive the grant, such as environmental permits, receipt of other funding, resolutions adopted by the entity, budget appropriations, etc. Provide relevant documentation for those steps that have occurred.
- Any known level of commitment associated with the grant.
- Requirements that will be imposed by the entity on the use of the grant monies or the project.

Description of other loans, debt or other borrowing:

- The lender and legal entity borrowing the money.
- The source of repayment for all other debt and the priority of payment relative to other project borrowing.
- Security features for all other debt, including any pledged revenues and collateral.
- Covenants related to the financial or operational performance of the project, such as coverage levels, and the incurrence of additional debt.
- Structure, including the term, amortization and whether the loan will be fixed or variable rate and expected fixed rate or expected spread to specified index for variable rate debt.
- Anticipated credit ratings if funds are to be borrowed through a public debt offering.
- Any credit enhancement or other guarantees.
- The timing for the borrowing or issuance of debt, including the key steps that must occur. Provide relevant documentation for those steps that have occurred.

Description of equity and private investment:

- The entity, or entities, providing the equity or private investment.
- The mechanism(s) for how the investor(s) will be repaid, for example from excess cash flow, periodic scheduled payments, lump-sum payment from additional debt incurred in the future, etc.
- The expected rate of return and justification for the rate of return.
- Any anticipated revenue sharing with any entity.
- The timing for receipt of the investment, including the key steps that must occur in order to receive the funds. Provide relevant documentation for those steps that have occurred.
- Any major conditions or requirements that will be imposed by the investor(s) on the project.

Description of any other form of assistance not covered above.

3. **Pro Forma Cash Flow**. Provide pro forma cash flows, reflecting the flow of funds and showing revenues, all debt repayment (if applicable), including any loans under the TPOF (if applicable), maintenance and operations expenses and any payments to equity/private investors. Provide a detailed description of assumptions and justification of the assumptions. (Exhibit G)

4. **Risks and Mitigation.** Identify the risks to the project completion and the sufficiency of revenues to repay the loan. Samples of these types of risk could include cost escalation, timing of approvals and permits, litigation, and availability of other funding. Identify the mitigation strategies for any acknowledged risks, including any payment and performance guarantees. (Exhibit H)

5. **Financial Statements**. Provide year-end audited financial statements for the past three years for each project team member and the parent entities. (Exhibit I)

SECTION 5 – Applicant Organization Information

This section requests narrative information and exhibits. To help avoid any delays in processing this application, it is important that ALL attached and numbered exhibits correspond to their respective items.

1. Describe the applicant's legal framework. Include a copy of the statutory authority under which the entity was created. If applicant is the lead applicant, provide details of the agreement with any other entities. (Exhibit J)

2. Describe the legal authority of the applicant to carry out the proposed project activities. This description should include discussion of the applicant's ability to levy taxes, issue debt, charge tolls or other fees and/or receive assistance from the Transportation Partnership Opportunity Fund. Provide documentation in the form of an exhibit as applicable.

3. Identify whether governmental entities, other than the applicant, must approve the submission of the application package, the funding of activities or the carrying out of activities described in the application. Provide documentation in the form of an exhibit as applicable.

4. Describe the applicant's organizational structure and the applicant's relationship to any subsidiaries or affiliates. Include the legal names of key principals and staff and any recent or proposed changes to the organization structure. If applicant is part of a joint venture, identify all partners and each partner's relationship to any subsidiaries or affiliates. (Exhibit K)

5. Provide an organization chart, in the form of an exhibit, to include the major parties involved in any aspect of the project. Include the major service contractors that have been, or will be, retained for the project. (Exhibit L)

6. Describe the applicant's prior experience as it relates to carrying out projects similar to that being proposed. Include prior experience in relation to the implementation of any new technology and the success of the use of such technology. (Exhibit M)

7. Describe any current, threatened, or pending litigation involving the applicant related to permitting, public involvement, environmental irregularities, construction defects, securities fraud, conflict of interest, failure to perform under a state or federal contract, or other charges which may reflect on the applicant's financial position or ability to complete the project. (Exhibit N)

Appendix C

TRANSPORTATION PARTNERSHIP OPPORTUNITY FUND
SAMPLE AWARD AGREEMENT

This **Award Agreement** (this "Agreement") is made and entered into as of the date of final execution by and between the **Virginia Department of Transportation** ("VDOT" or the "Department"), an agency of the Commonwealth of Virginia (the "Commonwealth") and the **____________________________________** (the "Recipient"), a political subdivision of the Commonwealth of Virginia, together referred to as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the Transportation Partnership Opportunity Fund ("TPOF") was created under Va. Code § 33.2-1529.1 to provide funds to address transportation aspects of economic development opportunities or to enhance the economic development opportunities of the Commonwealth's transportation programs; and

WHEREAS, pursuant to Va. Code § 33.2-1529.1(C)(1), the Governor is authorized to award funds from TPOF as grants, revolving loans, or other financing tools to an agency or political subdivision of the Commonwealth; and

WHEREAS, the Recipient is a duly created and validly existing political subdivision of the Commonwealth and is eligible to receive financial assistance from the Fund.

WHEREAS, the Recipient submitted an application requesting **SUM IN WORDS ($x,xxx,xxx.00)** in the form of a grant from the Fund to assist in **NAME OF THE PROJECT** as defined in the Project Description and attached hereto as Exhibit A.

WHEREAS, the TPOF Advisory Panel (the "Panel") has evaluated the application and has found that it meets the requirements of the Code and the Transportation Evaluation Criteria established in the Fund's Guidelines and Criteria, dated July 2026. The Panel recommended on **MONTH DAY YEAR** to the Secretary of Transportation and the Secretary of Commerce and Trade, an award by the Governor of a **SUM IN WORDS ($x,xxx,xxx.00)** grant, subject to certain conditions.

WHEREAS, the estimated costs for the Project are $_____, as described more completely in the Project Budget and Sources of Funds attached hereto as Exhibit B, and will be administered by the Recipient.

WHEREAS, the Governor approved the award of the **SUM IN WORDS ($x,xxx,xxx.00)** grant (the "Grant") to the Recipient on _________. A copy of the Decision Brief signed by the Governor is provided as Exhibit C.

WHEREAS, sufficient monies exist in the TPOF to support the Award, and based upon certain representations, warranties, and covenants of the Recipient set forth below, the use of funds is consistent with Va. Code § 33.2-1529.1(D);

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide for the terms and conditions required for providing the Grant to the Recipient, outlining the reimbursement process by which the Recipient will obtain the Grant, the application or use of the Grant, and other matters related thereto.

2. Disbursement Authorization and Application and Use of TPOF Grant.

    a. Requisition. In order to request and/or requisition disbursement of the Grant, the Recipient shall submit an invoice to VDOT substantially in the form attached hereto as **Exhibit D** (the "Request for Disbursement"), signed by an authorized representative of the Recipient. Each Request for Disbursement shall include supporting documentation that sufficiently, in VDOT's discretion, demonstrates the eligibility of the expenditures for reimbursement.

    b. Disbursement. Disbursement of the Grant will be on a *reimbursable* basis, with a frequency of no more than one (1) Request for Disbursement per month. The Recipient shall endeavor to submit Request for Disbursements within 30 (thirty) days of incurring eligible Project costs (as determined by VDOT in its sole discretion).

    c. Application and Use of Grant Funds. The Grant shall be used by the Recipient for the sole purpose of funding the necessary and reasonable costs and expenses of the Project. The Grant shall not exceed **DOLLAR AMOUNT ($#####)** and, along with the other identified monies, is expected to be adequate to fully fund the Project. Any Project cost exceeding the amount of the Grant shall be paid for by the Recipient using its own monies. The Grant shall only be used in a manner compliant with Section 33.2-1529.1 of the Code of Virginia.

3. Performance Obligations of the TPOF Grant.

    a. Performance Date. Means xxx xxx, 20xx.

    b. Targets. The Recipient agrees that the capital investment will be $XXX and the number of jobs created/retained will be XXX. These amounts will be achieved on or prior to the Performance date. The average annual wage of new jobs will be $xxxxx.xx and the % of new jobs sourced from the local community shall be xxx%. The capital investment is limited to the capital investment specific for this grant.

4. Recapture of Directed Funds.

   a. Recapture Events. The Recipient acknowledges and agrees that the disbursement of the Grant Funds is conditioned upon the Recipient's continued compliance with (i) all representations and warranties made by the Recipient under this Agreement; (ii) all covenants, performance obligations, reporting requirements, and TPOF conditions set forth herein; and (iii) all applicable state law, regulations and guidelines. The occurrence of any of the following shall constitute a "Recapture Event:"

      i. Any representation or warranty made by the Recipient is determined by VDOT to have been untrue, inaccurate, or misleading in any material respect when made or deemed reaffirmed;

      ii. Any certification made by the Recipient in order to request and/or requisition disbursement is determined by VDOT to have been untrue, inaccurate, or misleading in any material respect when made;

      iii. The Recipient's breach of any covenant, obligation, or other material term of this Agreement; or

      iv. The recipient's expenditure, obligation, or use of Grant Funds for purposes not expressly authorized by this Agreement or by applicable state law.

   b. Repayment Obligation. Upon the occurrence of a Recapture Event, VDOT may, in its sole discretion and without limiting any other rights or remedies, (i) suspend, withhold, or terminate further disbursements of Grant Funds, and/or (ii) require the Recipient to repay all or any portion of the Grant Funds previously disbursed. The Recipient shall repay such amounts within 30 (thirty) days after receiving written notice from VDOT specifying the amount due and the basis for the recapture.

   Repayment obligations required due to failure to meet Performance Obligations will be assessed based on an equal weighting of the targets. In the event that the project covers Jobs and Investment, each Target is weighted at 50% and the repayment obligation will be based on the combined level of failure of the Targets. For projects that only have a single Target, this target will be the only calculation for repayment obligation.

The formula for calculating the failure for Job Targets

Target Jobs *less* Actual Jobs
Target Jobs

The formula for calculating the failure in Capital Investment Targets

Target Capital Investment *less* Actual Capital Investment
Target Capital Investment

c. Interest; Set-Off. Any Directed Funds required to be repaid under this Section 3 shall accrue interest from the date of disbursement at the rate of 6% (six percent) per annum, consistent with Section 6.2-302 of the Code of Virginia, until repaid in full. VDOT may exercise any right of set-off available under applicable law with respect to amounts owed by the Recipient.

5. Project Schedule. Every good faith effort shall be made by the Recipient to cause the completion of components of the Work no later **MONTH DAY YEAR**.

6. Reports and Records.

    a. Reporting Period. The reporting period is from the date of this Agreement to the Performance Date.

    b. Maintenance Requirements. Full and detailed accounts and records shall be maintained, as appropriate, by the Recipient for the Project and the Award and such controls shall be exercised as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and standards, so as to provide complete records to fully support the use of the Award to pay any cost and/or expense charged to the Project. Prior to completion of the Project, access shall be afforded by the Parties to each other and their representatives and agents to the records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data, including but not limited to electronic schedules and other electronic data (all collectively referred to as the "Books and Records") relating to the Project. Such Books and Records shall be maintained at the [insert address]. The Recipient shall provide VDOT with executed copies of any other agreement it enters into with respect to the Project promptly, but in no event more than 5 (five) business days after executing such agreement.

    c. Public Records. The Parties acknowledge and agree that documents owned by either VDOT or the Recipient, and any document of which VDOT or the Recipient obtains a copy, that relates to the Project may be considered public records under the Virginia Public Records Act, Sections 42.1-76 through 42.1-91 of the Code of Virginia or official records under the Virginia Freedom of Information Act, Section 2.2-3700 et seq. of the Code of Virginia, and as such may be subject to public disclosure.

d. Periodic Reports. On April 1 and October 1 of each year until the End of the Reporting Period, the Recipient shall provide to VDOT's Chief Financial Officer a summary outlining the use of the TPOF monies and the status of the Project. This report should also provide an update on all progress made in order to achieve the projects investment and employment targets. In addition, the Recipient shall promptly notify VDOT of any material events that could affect the Recipient's ability to meet its financial obligations toward the Project.

7. Representations and Warranties.

   a. Representations and Warranties of the Recipient. The Recipient further represents, covenants and agrees as follows:

      i. The Recipient has full right, power and authority to execute and deliver this Agreement, to perform its obligations under the Agreement and to carry out the tasks associated with the Project.

      ii. The Recipient is fully committed to the completion of the Project.

      iii. Any of the Project completed with TPOF funds shall comply with all applicable industry standards and specifications.

      iv. To the best of the Recipient's knowledge, there are no pending or threatened suits or actions of any nature that may have an adverse effect on the Recipient's condition (financial or otherwise) or its ability to perform under the Agreement and there has been no material adverse change in the financial condition of the Recipient as indicated in the information furnished to VDOT.

      v. The Recipient shall be responsible for all activities necessary to complete the Project and shall coordinate with VDOT staff for all reviews, approvals, and necessary oversight as required.

      vi. The Project shall comply in all respects with Section 33.2-1529.1 of the Code of Virginia; for the avoidance of doubt, the Recipient hereby represents, covenants, and agrees that no transportation infrastructure completed with moneys from the TPOF, including the Award, shall become private property.

   b. Representations and Warranties of VDOT. VDOT further represents, covenants and agrees as follows:

i. VDOT has full right, power and authority to execute and deliver this Agreement, to perform its obligations under the Agreement and to carry out the tasks associated with the Project.

ii. VDOT is fully committed to the completion of the Project.

iii. To the best of VDOT's knowledge, there are no pending or threatened suits or actions of any nature that may have an adverse effect on VDOT's ability to perform under the Agreement.

iv. VDOT shall coordinate with the Recipient, as necessary, for all reviews, approvals, and necessary oversight as required.

8. Public Property. As set forth in Section 33.2-1529.1 of the Code of Virginia, the Project shall not become private property and shall become or remain public property following completion. The Project may not be sold, conveyed, or otherwise transferred without the prior written consent of VDOT.

9. Indemnities of the Recipient.

a. Indemnity. To the extent permitted by law, the Recipient shall indemnify, defend, and hold harmless VDOT from and against any Losses actually suffered or incurred by VDOT (except to the extent such Losses are solely caused by the misconduct, gross negligence or other culpable act, error or omission of VDOT), due to Third-Party Claims that are based on:

i. Any actual or alleged failure by the Recipient to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, any actual alleged breach by the Recipient of its representations or warranties set forth in this Agreement; or

ii. Any actual or alleged misconduct, negligence or other culpable act, error or omission of the Recipient in connection with the Project.

b. Defense and Indemnification Procedures.

i. In the event that any Third-Party Claim for which the Recipient may be required to indemnify VDOT hereunder is asserted in writing against VDOT, it will as promptly as practicable notify the Recipient in writing of such Claim, and such notice will include a copy of the Claim and any related correspondence or documentation from the third party asserting the Claim; *provided*, that any failure to give such prompt notice will not constitute a waiver of any rights of VDOT, except to the extent that the rights of the Recipient are actually and materially prejudiced thereby.

ii. The Recipient will be entitled and obligated to appoint counsel of its choice, at its sole cost and expense, to represent VDOT in any action for which indemnification is sought (in which case, the Recipient will not thereafter be responsible for the fees and expenses of any separate counsel retained by VDOT), *provided*, that such counsel will be satisfactory to VDOT.

iii. The Recipient will not be liable for any settlement or compromise by VDOT of a Third-Party Claim except with the Recipient's prior written consent, which consent will not be unreasonably withheld or delayed, or except where the settlement or compromise is approved by the court after the Recipient receives reasonable notice and the opportunity to be heard and such court approval has become final and non-appealable.

c. Defined Terms. For purposes of this Section 8:

i. "Claims" means any and all Project-related claims, disputes, disagreements, causes of action, demands, suits, proceedings, damages, injuries, liabilities, obligations, losses, costs and expenses.

ii. "Losses" means any Project-related losses, liabilities, judgments, damages, fees, penalties, fines, sanctions, charges or out-of-pocket and documented costs or expenses actually suffered or incurred, including as a result of any injury to or death of persons or damage to or loss of property.

iii. "Third-Party Claim" means any Project-related Claim asserted against VDOT by any person who is not a party to this Agreement or an affiliate of such party.

10. Amendment. The provisions of this Agreement may be amended, modified or waived only by written instrument executed by both Parties.

11. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia. Any litigation between the Parties pertaining to this Agreement or its breach will be filed, heard, and decided in the Circuit Court for the City of Richmond, which shall have exclusive jurisdiction and venue.

12. Permits. The Recipient shall obtain all permits necessary or convenient to complete the Project.

13. Notices. All notices, approvals, consents, requests and other communications under this Agreement shall be in writing and shall be deemed to have been given when delivered in person, or when sent by Federal Express or a comparable express courier service, or when mailed by registered or certified mail, postage prepaid, addressed to the Parties at the following addresses or such other addresses as a Party may designate by prior written notice to the other:

a. if to VDOT:

Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219
Attn: Chief Financial Officer

With a copy to:

Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219
Attn: Director, Financial Planning Division

And

Office of the Attorney General
900 East Main Street
Richmond, VA 23219
Attn: Senior Assistant Attorney General, Chief Transportation Section

b. if to the Recipient:

[Insert Addresses]

14. Incorporation; Entire Agreement. The recitals, exhibits, forms, and any other appendix or attachment hereto are material to this Agreement and are hereby incorporated. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements or understanding with respect to such subject matter.

15. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns, and wherever a reference in this Agreement is made to any of the Parties hereto, such reference also will be deemed to include, wherever applicable, a reference to the legal representatives, successors and permitted assigns of such Party, as if in every case so expressed.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but of which together shall constitute one and the same agreement. The Parties may execute this Agreement electronically and electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

17. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of VDOT's, the Recipient's, or the Commonwealth of Virginia's, sovereign immunity.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement on the date first written above.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: ____

Name:
Title: Commissioner of Highways

Recipient

By: ____

Name:
Title:

Approved as to form:

By: __________________________________
Name:
Title:

[*Signature Page to TPOF Award Agreement*]

EXHIBIT A
PROJECT DESCRIPTION

EXHIBIT B
PROJECT BUDGET
AND SOURCES OF FUNDS

TPOF Project Budget	
Task	**Estimated Cost**
Total	$

Sources of Funds	
Source	**Amount**
Transportation Partnership Opportunity Fund	$
Total	$

EXHIBIT C
EXECUTED DECISION BRIEF

EXHIBIT D
REQUEST FOR DISBURSEMENT

Attached hereto.

[ON RECIPIENT LETTERHEAD]

[Date]

Debt & Finance Manager
Financial Planning Division
Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219

Re: **Transportation Partnership Opportunity Fund**

Dear Mrs. Upson:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of ________(the "Agreement"), between the Virginia Department of Transportation and ____ (the "Recipient").

The undersigned authorized representative of the Recipient hereby requests disbursement of proceeds under the Agreement in the amount of $______________, for the purposes of payment of project costs as set forth in **Schedule 1** attached hereto.

Attached hereto are the invoices relating to the items for which payment is requested and that have been approved by the Recipient.

The undersigned certifies that i) the amounts requested by the requisition will be applied solely and exclusively to the payment, or to the reimbursement of the Recipient for the payment of project costs, and ii) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

This requisition includes an accompanying Certificate of the Project Manager/Project Engineer as to the performance of work.

Sincerely,

Recipient's Authorized Representative
Title

Attachments

SCHEDULE 1
TRANSPORTATION PARTNERSHIP OPPORTUNITY FUND
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

REQUISITION NUMBER: _______

RECIPIENT:

PROJECT NAME:

CERTIFYING SIGNATURE: ________________________________

TITLE: ____________________________

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures To Date	Net Balance Available
TOTALS					

Total Amount of Assistance

Previous Disbursements

Balance

This Request

Proceeds Remaining

TRANSPORTATION PARTNERSHIP OPPORTUNITY FUND
CERTIFICATE OF THE PROJECT MANAGER/PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

This Certificate is being executed and delivered in connection with Requisition Number __, dated _______________, 20__, submitted by the ____ (the "Recipient"), pursuant to the Grant Agreement dated _________, between the Virginia Department of Transportation and the Recipient.

The undersigned consulting engineer for the Recipient hereby certifies that, insofar as the amounts covered by this requisition include payments for labor or to contractors, builders or materialmen, i) such work was actually performed or such materials, supplies and/or equipment were actually furnished to or installed in the construction portion of the Transportation Partnership Opportunity Fund project and ii) expenditures for such work have not been submitted as a part of a previous requisition.

____
[Project Manager/Project Engineer Firm]

By: ______________________________________

Date: _______________________, 20____

TRANSPORTATION PARTNERSHIP OPPORTUNITY FUND
SAMPLE DIRECTED FUNDS AGREEMENT

This **Directed Funds Agreement** (this "Agreement") is made and entered into as of the date of final execution by and between the **Virginia Department of Transportation** ("VDOT"), an agency of the Commonwealth of Virginia, and the **________________, Virginia** (the "Recipient"), a political subdivision of the Commonwealth of Virginia, together referred to as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the Transportation Partnership Opportunity Fund ("TPOF") was created under Va. Code § 33.2-1529.1 to provide funds to address transportation aspects of economic development opportunities; and

WHEREAS, pursuant to Va. Code § 33.2-1529.1(C)(2), the Governor is authorized to direct funds from TPOF to the Commonwealth Transportation Board ("CTB") "for transportation projects determined to be necessary to support major economic development initiatives or to enhance the economic development opportunities of the Commonwealth's transportation programs when recommended by the Secretary of Transportation and the Secretary of Commerce and Trade;" and

WHEREAS, following recommendations by the Secretary of Transportation and the Secretary of Commerce and Trade, and at the direction of the Governor, the CTB is empowered to allocate such funds to be administered by VDOT; and

WHEREAS, the Secretary of Transportation and the Secretary of Commerce and Trade have recommended, and the Governor has directed, $## million (WORDS million dollars) from TPOF (the "Directed Funds") to the CTB for allocation to the Recipient for the ______________ Project; and

WHEREAS, the _______________ Project (the "Project"), (insert project scope)

WHEREAS, in accordance with Va. Code § 33.2-1529.1(C)(2), the Secretary of Transportation submitted a report on(insert date), on the Directed Funds to the Chairmen of the Senate Committee on Finance and Appropriations and the House Committee on Appropriations; and

WHEREAS, the total estimated cost for the Project is (insert amount), as described more completely in the Project Budget and Sources of Funds attached hereto as **Exhibit A**, and the Directed Funds will be used by the Recipient to fund a portion of the Project; and

WHEREAS, the Recipient has secured the funding from other sources to fully fund the Project and is committed to funding any costs in excess of the Directed Funds to facilitate the completion of the Project; and

WHEREAS, by resolution dated (insert date), attached hereto as **Exhibit B**, the CTB allocated the Directed Funds to the Recipient for the Project and directed VDOT to enter into an agreement with the Recipient outlining the reimbursement process for the Recipient to obtain the Directed Funds and the Recipient's commitment to construct the Project; and

WHEREAS, sufficient monies exist in the TPOF to support the allocation of the Directed Funds, and based upon certain representations, warranties, and covenants of the Recipient set forth below, the use of funds is consistent with Va. Code § 33.2-1529.1(D); and

WHEREAS, since the amount of the Directed Funds does not exceed $10 million, nor does the cumulative direction for the biennium exceed $25 million, the review of the MEI Project Approval Commission is not required; and [or, since the amount of the Directed Funds exceeds $10 million or cumulatively exceeds $25 million for the biennium, the review of the MEI Project Approval Commission was required. The Commission was notified of the Direction on _______ as required by the Code of Virginia. [Specify Commission's actions]]

WHEREAS, the Board of Supervisors of ________ County, Virginia, by RESOLUTION dated _______, 20__., attached hereto as **Exhibit C**, authorized the Recipient's participation in the Commonwealth of Virginia TPOF Program.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. <u>Purpose of Agreement</u>. The purpose of this Agreement is to provide for the terms and conditions required for providing the Directed Funds to the Recipient, outlining the reimbursement process by which the Recipient will obtain the Directed Funds, the application or use of the Directed Funds, and other matters related thereto.

2. <u>Disbursement Authorization and Application and Use of TPOF Directed Funds</u>.

    a. <u>Requisition.</u> In order to request and/or requisition disbursement of the Directed Funds, the Recipient shall submit an invoice to VDOT substantially in the form attached hereto as **Exhibit D** (the "Request for Disbursement"), signed by an authorized representative of the Recipient. Each Request for Disbursement shall include supporting documentation that sufficiently, in VDOT's discretion, demonstrates the eligibility of the expenditures for reimbursement.

    b. <u>Disbursement</u>. Disbursement of the Directed Funds will be on a *reimbursable* basis, with a frequency of no more than one (1) Request for Disbursement per month. The Recipient shall endeavor to submit Request for Disbursements within 30 (thirty) days of incurring eligible Project costs (as determined by VDOT in its sole discretion).

c. Application and Use of Directed Funds. The Directed Funds shall be used by the Recipient for the sole purpose of funding the necessary and reasonable costs and expenses of the Project. The Directed Funds shall not exceed _______________ **DOLLARS ($####)** and, along with the other identified monies, is expected to be adequate to fully fund the Project. Any Project cost exceeding the amount of the Directed Funds shall be paid for by the Recipient using its own monies. The Directed Funds shall only be used in a manner compliant with Section 33.2-1529.1 of the Code of Virginia.

3. Recapture of Directed Funds.

   a. Recapture Events. The Recipient acknowledges and agrees that the disbursement of the Directed Funds is conditioned upon the Recipient's continued compliance with (i) all representations and warranties made by the Recipient under this Agreement; (ii) all covenants, performance obligations, reporting requirements, and TPOF conditions set forth herein; and (iii) all applicable state law, regulations and guidelines. The occurrence of any of the following shall constitute a "Recapture Event:"

      i. Any representation or warranty made by the Recipient is determined by VDOT to have been untrue, inaccurate, or misleading in any material respect when made or deemed reaffirmed;

      ii. Any certification made by the Recipient in order to request and/or requisition disbursement is determined by VDOT to have been untrue, inaccurate, or misleading in any material respect when made;

      iii. The Recipient's breach of any covenant, obligation, or other material term of this Agreement; or

      iv. The recipient's expenditure, obligation, or use of Directed Funds for purposes not expressly authorized by this Agreement or by applicable state law.

   b. Repayment Obligation. Upon the occurrence of a Recapture Event, VDOT may, in its sole discretion and without limiting any other rights or remedies, (i) suspend, withhold, or terminate further disbursements of Directed Funds, and/or (ii) require the Recipient to repay all or any portion of the Directed Funds previously disbursed. The Recipient shall repay such amounts within 30 (thirty) days after receiving written notice from VDOT specifying the amount due and the basis for the recapture.

c. Interest; Set-Off. Any Directed Funds required to be repaid under this Section 3 shall accrue interest from the date of disbursement at the rate of 6% (six percent) per annum, consistent with Section 6.2-302 of the Code of Virginia, until repaid in full. VDOT may exercise any right of set-off available under applicable law with respect to amounts owed by the Recipient.

4. Project Schedule. Every good faith effort shall be made by the Recipient to cause the completion of the Project by no later than______, 20__..

5. Reports and Records.

a. Maintenance Requirements. Full and detailed accounts and records shall be maintained, as appropriate, by the Recipient for the Project and the Directed Funds and such controls shall be exercised as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and standards, so as to provide complete records to fully support the use of the Directed Funds to pay any cost and/or expense charged to the Project. Prior to completion of the Project, access shall be afforded by the Parties to each other and their representatives and agents to the records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data, including but not limited to electronic schedules and other electronic data (all collectively referred to as the "Books and Records") relating to the Project. Such Books and Records shall be maintained at the [insert address]. The Recipient shall provide VDOT with executed copies of any other agreement it enters into with respect to the Project promptly, but in no event more than 5 (five) business days after executing such agreement.

b. Public Records. The Parties acknowledge and agree that documents owned by either VDOT or the Recipient, and any document of which VDOT or the Recipient obtains a copy, that relates to the Project may be considered public records under the Virginia Public Records Act, Sections 42.1-76 through 42.1-91 of the Code of Virginia or official records under the Virginia Freedom of Information Act, Section 2.2-3700 *et seq*. of the Code of Virginia, and as such may be subject to public disclosure.

6. Representations and Warranties.

c. Representations and Warranties of the Recipient. The Recipient further represents, covenants and agrees as follows:

vii. The Recipient has full right, power and authority to execute and deliver this Agreement; to perform its obligations under the Agreement and to carry out the tasks associated with the Project.

viii. The Recipient is fully committed to the completion of the Project.

ix. Any of the Project completed with TPOF funds shall comply with all applicable industry standards and specifications.

x. To the best of the Recipient's knowledge, there are no pending or threatened suits or actions of any nature that may have an adverse effect on the Recipient's condition (financial or otherwise) or its ability to perform under the Agreement and there has been no material adverse change in the financial condition of the Recipient as indicated in the information furnished to VDOT.

xi. The Recipient shall be responsible for all activities necessary to complete the Project and shall coordinate with VDOT staff for all reviews, approvals, and necessary oversight as required.

xii. The Project shall comply in all respects with Section 33.2-1529.1 of the Code of Virginia; for the avoidance of doubt, the Recipient hereby represents, covenants, and agrees that no transportation infrastructure completed with moneys from the TPOF, including the Directed Funds, shall become private property.

d. Representations and Warranties of VDOT. VDOT further represents, covenants and agrees as follows:
   i. VDOT has full right, power and authority to execute and deliver this Agreement; to perform its obligations under the Agreement and to carry out the tasks associated with the Project.
   ii. VDOT is fully committed to the completion of the Project.
   iii. To the best of VDOT's knowledge, there are no pending or threatened suits or actions of any nature that may have an adverse effect on VDOT's ability to perform under the Agreement.
   iv. VDOT shall coordinate with the Recipient, as necessary, for all reviews, approvals, and necessary oversight as required.

8. Public Property. As set forth in Section 33.2-1529.1 of the Code of Virginia, the Project shall not become private property and shall become or remain public property following completion. The Project may not be sold, conveyed, or otherwise transferred without the prior written consent of VDOT.

9. Indemnities of the Recipient.

   a. Indemnity. To the extent permitted by law, the Recipient shall indemnify, defend, and hold harmless VDOT from and against any Losses actually suffered or incurred by VDOT (except to the extent such Losses are solely caused by the misconduct, gross negligence or other culpable act, error or omission of VDOT), due to Third-Party Claims that are based on:

      i. Any actual or alleged failure by the Recipient to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, any actual alleged breach by the Recipient of its representations or warranties set forth in this Agreement; or

ii. Any actual or alleged misconduct, negligence or other culpable act, error or omission of the Recipient in connection with the Project.

b. Defense and Indemnification Procedures.

i. In the event that any Third-Party Claim for which the Recipient may be required to indemnify VDOT hereunder is asserted in writing against VDOT, it will as promptly as practicable notify the Recipient in writing of such Claim, and such notice will include a copy of the Claim and any related correspondence or documentation from the third party asserting the Claim; *provided*, that any failure to give such prompt notice will not constitute a waiver of any rights of VDOT, except to the extent that the rights of the Recipient are actually and materially prejudiced thereby.

ii. The Recipient will be entitled and obligated to appoint counsel of its choice, at its sole cost and expense, to represent VDOT in any action for which indemnification is sought (in which case, the Recipient will not thereafter be responsible for the fees and expenses of any separate counsel retained by VDOT), *provided*, that such counsel will be satisfactory to VDOT.

iii. The Recipient will not be liable for any settlement or compromise by VDOT of a Third-Party Claim except with the Recipient's prior written consent, which consent will not be unreasonably withheld or delayed, or except where the settlement or compromise is approved by the court after the Recipient receives reasonable notice and the opportunity to be heard and such court approval has become final and non-appealable.

c. Defined Terms. For purposes of this Section 8:

i. "Claims" means any and all Project-related claims, disputes, disagreements, causes of action, demands, suits, proceedings, damages, injuries, liabilities, obligations, losses, costs and expenses.

ii. "Losses" means any Project-related losses, liabilities, judgments, damages, fees, penalties, fines, sanctions, charges or out-of-pocket and documented costs or expenses actually suffered or incurred, including as a result of any injury to or death of persons or damage to or loss of property.

iii. "Third-Party Claim" means any Project-related Claim asserted against VDOT by any person who is not a party to this Agreement or an affiliate of such party.

9. Amendment. The provisions of this Agreement may be amended, modified or waived only by written instrument executed by both Parties.

10. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia. Any litigation between the Parties pertaining to this Agreement or its breach will be filed, heard, and decided in the Circuit Court for the City of Richmond, which shall have exclusive jurisdiction and venue.

11. Permits. The Recipient shall obtain all permits necessary or convenient to complete the Project.

12. Notices. All notices, approvals, consents, requests and other communications under this Agreement shall be in writing and shall be deemed to have been given when delivered in person, or when sent by Federal Express or a comparable express courier service, or when mailed by registered or certified mail, postage prepaid, addressed to the Parties at the following addresses or such other addresses as a Party may designate by prior written notice to the other:

(a) if to VDOT:

Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219
Attn: Chief Financial Officer

With a copy to:

Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219
Attn: Director, Financial Planning Division

And

Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219
Attn: Senior Assistant Attorney General, Chief - Transportation Section

(b) if to the Recipient:
[Insert Addresses]

13. Incorporation; Entire Agreement. The recitals, exhibits, forms, and any other appendix or attachment hereto are material to this Agreement and are hereby incorporated. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements or understanding with respect to such subject matter.

14. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns, and wherever a reference in this Agreement is made to any of the Parties hereto, such reference also will be deemed to include, wherever applicable, a reference to the legal representatives, successors and permitted assigns of such Party, as if in every case so expressed.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but of which together shall constitute one and the same agreement. The Parties may execute this Agreement electronically and electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

16. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of VDOT's, the Recipient's, or the Commonwealth of Virginia's, sovereign immunity.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties, have duly executed this Agreement, intending it to be effective on the date of the last signature below.

VIRGINIA DEPARTMENT OF TRANSPORTATION,
an agency of the Commonwealth of Virginia

By: ____
Name:
Title: Commissioner of Highways
Date: ____

[RECIPIENT], VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By: ____
Name:
Title:
Date: ____

Approved as to form:

By: ___________________________________
Name:
Title:

[*Signature Page to TPOF Directed Funds Agreement*]

EXHIBIT A

PROJECT BUDGET AND SOURCES OF FUNDS

TPOF Project Budget	
Task	**Estimated Cost**
	$
Total	$

Sources of Funds	
Source	**Amount**
	$
Total	$

EXHIBIT B
Resolution of The Commonwealth Transportation Board

Attached hereto.

EXHIBITC
RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
__________________, VIRGINIA

Attached hereto.

EXHIBIT D
REQUEST FOR DISBURSEMENT

Attached hereto.

[ON RECIPIENT LETTERHEAD]

[Date]

Debt & Finance Manager
Financial Planning Division
Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219

Re: **Transportation Partnership Opportunity Fund**

Dear Mrs. Upson:

This requisition, Number ____, is submitted in connection with the Directed Funds Agreement dated as of ________(the "Agreement"), between the Virginia Department of Transportation and (the "Recipient").

The undersigned authorized representative of the Recipient hereby requests disbursement of proceeds under the Agreement in the amount of $______________, for the purposes of payment of Project costs as set forth in **Schedule 1** attached hereto.

Attached hereto are the invoices relating to the items for which payment is requested and that have been approved by the Recipient.

The undersigned certifies that i) the amounts requested by the requisition will be applied solely and exclusively to the reimbursement of the Recipient for the payment of Project costs, and ii) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

This requisition includes an accompanying Certificate of the Project Manager/Project Engineer as to the performance of work.

Sincerely,

Recipient's Authorized Representative
Title

Attachments

SCHEDULE 1
TRANSPORTATION PARTNERSHIP OPPORTUNITY FUND
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

REQUISITION NUMBER: _______

RECIPIENT:

PROJECT NAME:

CERTIFYING SIGNATURE: ________________________________

TITLE: ____________________________

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures To Date	Net Balance Available
TOTALS					

Total Amount of Assistance
Previous Disbursements
Balance
This Request
Proceeds Remaining

TRANSPORTATION PARTNERSHIP OPPORTUNITY FUND
CERTIFICATE OF THE PROJECT MANAGER/PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

This Certificate is being executed and delivered in connection with Requisition Number __, dated _______________, 20__, submitted by the, (the "Recipient"), pursuant to the Directed Funds Agreement, dated as of _____________, between the Virginia Department of Transportation and the(recipient).

The undersigned consulting engineer for the Recipient hereby certifies that, insofar as the amounts covered by this requisition include payments for labor or to contractors, builders or materialmen, i) such work was actually performed or such materials, supplies and/or equipment were actually furnished to or installed for the Transportation Partnership Opportunity Fund Project as described in the Directed Funds Agreement and ii) expenditures for such work have not been submitted as a part of a previous requisition.

____
[Project Manager/Project Engineer Firm]

By: _____________________________________

Date: _______________________, 20____

Appendix D

GUIDELINES FOR THE COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND PROGRAM

The Commonwealth's Development Opportunity Fund (COF) is a "deal-closing" fund to be employed at the Governor's discretion to secure a company location or expansion in Virginia. Administered by the Virginia Economic Development Partnership (VEDP), the COF serves as a final resource for Virginia in the face of serious competition from other states or countries.

The COF grant is a negotiated amount determined by the Secretary of Commerce and Trade, based on the recommendation of VEDP, and subject to approval of the Governor.

To find out more about the Commonwealth's Development Opportunity Fund (COF): Commonwealth's Development Opportunity Fund (COF) | Virginia Economic Development Partnership (vedp.org)

Appendix E

GUIDELINES FOR THE
VIRGINIA INVESTMENT PERFORMANCE GRANT PROGRAM

The Virginia Investment Performance Grant (VIP) encourages continued capital investment by existing Virginia companies, resulting in added capacity, modernization, increased productivity, or the creation, development, and utilization of advanced technology. The program targets existing manufacturers or research and development services supporting manufacturing. There must be an active and realistic competition between Virginia and another state or country for attracting the project, and matching local financial participation is expected.

The amount of each VIP grant is determined by the Secretary of Commerce and Trade, based in part on the Virginia Economic Development Partnership's (VEDP) Return-on-Investment analysis and recommendation, and is subject to the approval of the Governor.

To find out more about the Virginia Investment Performance Grant (VIP): Virginia Investment Performance Grant (VIP) | Virginia Economic Development Partnership (vedp.org)

The Commonwealth of Virginia

The Transportation Partnership Opportunity Fund

Guidelines and Criteria

July 22, 2026

TABLE OF CONTENTS

Introduction

Chapter 546 of the 2023 Acts of Assembly (the "Act") is the legal framework creating the Transportation Partnership Opportunity Fund ("TPOF" or the "Fund"). The Fund is to be used by the Governor to provide funds to address the transportation aspects of economic development opportunities or to enhance the economic development opportunities of the Commonwealth transportation programs.

The Act

The Act authorizes monies to be awarded from the Fund by the Governor as grants, revolving loans, or other financing tools and equity contributions to an agency or political subdivision of the Commonwealth of Virginia.

It is the intent of the Act to provide funds to address the transportation aspects of economic development opportunities, including, but not limited to, the creation of jobs and to promote private investment and economic development.

The following guidelines and criteria have been developed by the Commonwealth Transportation Board (the "CTB" or "Board"), in consultation with the Secretary of Transportation and the Secretary of Commerce and Trade to guide the process of applying for and receiving financial assistance from the Fund.

The complete text of the Act has been included as Appendix A to these guidelines. Although guidance is provided herein with regard to application of the Act, it will be incumbent upon all entities to read the Act in its entirety, and to comply with the provisions of the Act.

Transportation Partnership Opportunity Fund Administration

Monies in the Fund may be awarded by the Governor to Applicants in the form of grants (up to $5 million), revolving loans or other financing tools and equity contributions. Loans from the Fund will be interest free and are available up to the maximum of $30 million, based on funding availability. Loan terms will vary but shall not exceed seven (7) years.

The Act also authorizes the Governor to direct funds to the Board for transportation projects determined to be necessary to support major economic development initiatives or to enhance the economic development opportunities of the Commonwealth's transportation programs when recommended by the Secretary of Transportation and Secretary of Commerce and Trade.

Assistance or commitments from the Fund will be limited to the total value of money that is available in the Fund. The fund shall consist of (i) one-third of all interest, dividends, and appreciation that may accrue to the Transportation Trust Fund and the Highway Maintenance and Operating Fund and (ii) any funds appropriated to it by the general appropriation act and revenue from any other source, public or private. Funding available will also include repayments to the Fund of loans, any revocation of assistance provided to entities that fail to meet performance criteria, any interest and dividends earned on the Fund and any other appropriations may be used for additional loans or grants for other projects.

After award to an Applicant or direction to the Board by the Governor, the Fund will be administered by the CTB acting through the Virginia Department of Transportation ("VDOT"), in consultation with the Secretary of Commerce and Trade. VDOT will manage the overall administration of the TPOF, with the Secretary of Commerce and Trade and the Virginia Economic Development Partnership providing guidance with respect to the economic development features of the program.

Eligible Applicants

Financial assistance from the Fund may be awarded to any agency or political subdivision of the Commonwealth of Virginia.

Eligible Projects

Grants or revolving loans to Applicants or Funds directed to the Board may be used for transportation capacity development, on and off site; road, rail, mass transit or other transportation access costs beyond the funding capability of existing programs; studies of transportation projects including but not limited to environmental analysis, geotechnical assessment, survey, design and engineering, advance right-of-way acquisition, traffic analysis, toll sensitivity studies, financial analysis, property acquisition and new or improved infrastructure to support economic development opportunities of the Commonwealth's transportation programs, or any else permitted by law. Funds may be used for any transportation project or any transportation facility within the Commonwealth of Virginia.

Transportation aspects of economic development projects that are also eligible for funding through the Revenue Sharing Program, the Economic Development Access Program, the Rail Industrial Access Program, the Rail Preservation Program or the Rail Enhancement Program, may be eligible to receive financial assistance from the Fund. However, it must be demonstrated that such additional funding is necessary. TPOF funds cannot be used as the required non-state match for the programs listed above and the funds from these programs may not be considered match for TPOF.

Monies from the Fund are not to be used to supplant existing or programmed funds from other existing public sources but are to be used to support projects and activities beyond the funding capability of existing programs.

Monies awarded to Applicants from the Fund that are to be used for transportation aspects of an economic development project must meet the economic development criteria of the *Commonwealth's Opportunity Fund ("COF") Grant Program.* **Or**, in cases where the project is solely retaining jobs, the project must meet the economic development criteria of the *Virginia Investment Performance ("VIP") Grant Program.* **Or**, for state agency transportation services that provide non-highway alternatives for the movement of freight, the service must enhance economic development opportunities and regional connectivity within the Commonwealth.

Funds used to match the Commonwealth's Opportunity Fund **CANNOT** be used to match the TPOF, although both sources of monies can be used for a project. Funds from the Virginia Tobacco Indemnification and Community Revitalization Commission may be allowed as matching funds for this purpose.

Project Ownership

Projects that are developed with monies from the Fund shall not become private property and shall be maintained by the appropriate entity pursuant to applicable agreements following completion. Any reports, studies, analysis, and other forms of intellectual property created or developed using monies from the Fund shall become property of the Commonwealth.

Application Process

VDOT, in cooperation with the Secretary of Commerce and Trade and the Virginia Economic Development Partnership, will accept applications from eligible applicants for consideration. A copy of the application is provided as Appendix B. All applications for assistance from the Fund shall be sent to VDOT's Chief Financial Officer (the "CFO") and addressed as follows:

Transportation Partnership Opportunity Fund
Attn: Chief Financial Officer
Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219-2000

All applications will be reviewed to determine that the minimum eligibility requirements have been satisfied. The minimum eligibility requirements are as follows:

Application Assistance Requirements

For an applicant to be eligible for assistance the applicant must meet the mandatory requirements PLUS one of the other listed criteria

Mandatory Requirements

- The applicant **MUST** be an agency or political subdivision of the Commonwealth,
- The project addresses the needs identified in the appropriate state, regional or local transportation plan.

PLUS ONE of the following:

- The project meets the economic development criteria of the **Commonwealth's Opportunity Fund Grant Program**.
- In cases where the project is solely retaining jobs; the project must meet the economic development criteria of the **Virginia Investment Performance Grant Program.**
- In cases where the funding is for state agency transportation services that provide non-highway alternatives for the movement of freight, the service must enhance economic development opportunities and regional connectivity within the Commonwealth.

Following an applicant's selection for evaluation, meetings may be conducted with the applicant. The purpose of the meetings will be to review and confirm the information contained in the application. Representatives of the applicant, VDOT staff and staff from the applicable modal oversight agency and the Virginia Economic Development Partnership staff, as appropriate, shall participate in the meetings.

Application Evaluation Criteria

Following receipt of the applications and a review by staff to assure the basic statutory requirements have been met, a TPOF Advisory Panel, chaired by a Deputy Secretary of Transportation, and consisting of VDOT's Chief Financial Officer, an Executive Officer of the applicable modal oversight agency (if necessary), a Deputy Secretary of Commerce and Trade, and a representative of the Department of Planning and Budget will evaluate those applications to ensure that the applicant(s) meets the transportation and economic development evaluation criteria. Applicants meeting the evaluation criteria become eligible to receive assistance, subject to the approval of the Governor and the availability of funding. In circumstances where the total amount of assistance requested exceeds the total amount of funding available, eligible applications that include applicant matching funds or equity contributions and projects that are in an advanced state of readiness-to-proceed, will receive priority consideration for assistance.

General Evaluation Criteria

- Projects with a high level of matching funds will be considered highly desirable.
- Projects that clearly show how funds will advance the development of a transportation facility will be considered highly desirable.
- Financial feasibility of the project's plan of finance, including the capacity to repay any loan and mitigate risks.
- Extent to which funding would advance the project's or facility's schedule to an earlier completion date.

Transportation Evaluation Criteria

- The entity's experience implementing similar projects, including the use of new technologies.
- Comparative benefits resulting from the development of the proposed transportation project or facility.

- Evidence that the state agency transportation service has provided and/or will provide non-highway alternatives for the movement of freight and has enhanced economic development opportunities and will enhance future economic development in the impacted areas.

Economic Development Evaluation Criteria

- Project must meet minimum criteria established in the Commonwealth's Opportunity Fund Guidelines. **Or,**
- For projects in which no net new jobs are being created, the project must meet minimum criteria established in the Virginia Investment Performance Grant Program Guidelines. **Or,**
- For state agency transportation service applicants, provide evidence that the service has supported economic development and job creation and will continue to enhance future economic development opportunities that will support job creation and capital investment.

Advisory Panel Notification

Following evaluation by the TPOF Advisory Panel, the VDOT Chief Financial Officer shall provide findings and recommendations of the Panel to the Secretary of Transportation, the Secretary of Commerce and Trade and the applicable modal oversight board and agencies.

Awarded Financing Notification

Following notification by the TPOF Advisory Panel, the Secretary of Transportation and the Secretary of Commerce and Trade will submit to the Governor a recommendation of funding for the successful applicants. Once assistance from the Fund is approved and awarded by the Governor, written notification will be provided to the potential recipient. The notification will outline the type of assistance to be provided and in the case of a loan, the required security provisions, the loan term and payment provisions, the amount of assistance to be provided and any conditions that must be met by the applicant prior to loan closing or grant award. The notification must be acknowledged and accepted by the potential recipient within 10 business days of the notification date to preserve the funding. Once the notification is accepted, the Department and applicant will enter into an agreement.

Loan/Grant Award Agreement for Economic Development Transportation Projects

An agreement shall be executed between the Commissioner of Highways and the appropriate local government, state agency, or political subdivision that receives the principal benefit of financing from the Fund before disbursement of any monies awarded to an Applicant. See Appendix C for sample Award and Directed Funds Agreements.

In the case where a project qualifies based on COF or VIP, the agreement will include a statement that the recipient will reach the specified job creation or retention and/or capital investment levels within thirty-six (36) months after final disbursement of funds or in accordance with the corresponding COF or VIP agreement.

If those performance criteria are not met, the entity shall repay to the Fund, an amount as required by the terms and conditions of the Grant/Loan & Performance Agreement (Award Agreement). The Commissioner may, however, in consultation with the Secretary of Transportation and the Secretary of Commerce and Trade, grant a partial or total waiver to the repayment obligations or extend the performance period if it can be demonstrated that the transportation improvements developed with monies from the Fund had other economic benefits to a locality of the Commonwealth beyond that directly attributable to the private entity which was the basis for an application for monies from the Fund.

In the case of state agency transportation services, the anticipated benefits to the Commonwealth will be defined in the agreement and should be met within eighteen (18) months of final disbursement. If that performance criteria is not met, the applicant will become ineligible for future funds until the agreed upon benefit is met.

A Loan Award Agreement will include the security provisions for the assistance, repayment terms along with the amortization schedule, representations and warranties, finance plan requirements, borrower covenants, disbursement requirements, monitoring and reporting requirements and will specify any other terms and conditions for the financial assistance.

Directed Funds to the Board

Upon the direction of funds in excess of $5 million, the Secretary of Transportation shall within 30 days submit a report on such direction of funds to the Chairmen of the Senate Committee on Finance and Appropriations and the House Committee on Appropriations. Any direction of funds by the Governor in excess of $10 million for any one project, and any cumulative direction of funds pursuant to that subdivision in excess of $25 million during a biennium, is subject to approval by the MEI Project Approval Commission (the "Commission") established pursuant to § 30-309 of the Code of Virginia. The Governor shall notify each member of the MEI Project Approval Commission and Commission staff of any proposed direction of funds requiring review. Such notification shall include a written notification of the proposed expenditures hand delivered to staff of the House Appropriations and Senate Finance and Appropriations Committees. The Commission shall complete such review within 30 business days of submission. Absent a recommendation within such 30-day period that the funds should not be directed, or in the event that the Commission does not provide a recommendation within such 30-day period, the funds shall be directed.

Disbursement Process

Disbursement of the awarded financial assistance can begin following execution of an Award Agreement. Assistance from the Fund may be paid to the recipient based on costs incurred for the project. In some instances, disbursement may be allowed on a lump sum basis, subject to sufficient justification, where a portion, up to the maximum amount of assistance approved, could be disbursed at a single time.

Recipients will submit a disbursement request to VDOT. VDOT will review the request for completeness and if acceptable, approve the request for disbursement. VDOT will notify the recipient within thirty (30) days of any deficiencies in any disbursement request. Upon approving the disbursement request, VDOT will then forward the request to the Virginia Department of the Treasury (the "Treasury") for payment.

Directed funds recommended by the Governor will be allocated by the Commonwealth Transportation Board to the project through the Six-Year Improvement Program and administered by the Virginia Department of Transportation or the applicable locality.

Loan Term/Repayment

Loans from the Fund will have their term set by the Governor. The loan cannot exceed $30 million and will be interest free. Terms and repayment provisions will vary depending on the type of project and the availability of revenues or other funds. All loans must be repaid within seven (7) years of the date of loan closing. The frequency of payments of principal will vary according to the recipient and will be established as a part of the loan closing process. Loan recipients will make their payments to the Treasury.

VDOT will be responsible for monitoring and ensuring repayment of the loans.

Recipient Reporting Requirements

Recipients of TPOF awarded assistance will be required to provide VDOT with various reports, certificates and documents during the project development phase as well as throughout the life of any loan.

Submittals of annual audited and interim, unaudited financial statements, approved budgets and use of funds reporting may be required as a condition of accepting assistance from the Fund. In addition, the recipient shall provide disclosure of any material events that could affect its ability to complete and, if applicable, operate the project.

Submittal of a semi-annual and interim social economic report will be required in order to properly document and track job creation or retention, investment and general economic improvements of the project.

Other special reporting requirements may be required on a case-by-case basis.

All reporting requirements will be included in the financing agreement. Recipient reports will be due April 1 and October 1 during the term of any outstanding loan or, for awarded grant recipients, until completion of the assisted project or completion of the capital investment and job creation period, whichever comes last. VDOT shall seek to minimize reporting requirements for smaller grants and loans.

Appendix A

Chapters 546 and 547 of the 2023 Acts of Assembly
§ 33.2-1529.1. Transportation Partnership Opportunity Fund

Item 438 K.2. of Chapter 725 of the 2025 Acts of Assembly
Item 438 (VDOT) Highway Construction Programs. HB1600 - Chapter 725

Item 438 J.2. of Chapter 0001 of the Special Session I of the 2026 Acts of Assembly
Item 438 (VDOT) Highway Construction Programs. HB30 - Chapter

Appendix B

The Commonwealth of Virginia

The
Transportation Partnership
Opportunity Fund

Assistance Application

July 22, 2026

THE COMMONWEALTH OF VIRGINIA

APPLICANTS MUST COMPLETE ALL SECTIONS
PLEASE READ THE INSTRUCTIONS PRIOR TO COMPLETING THIS APPLICATION

SECTION 1 – Contact Information	
Applicant's Legal Name:	
Other Names Under Which Applicant Does Business:	
Federal Tax Identification Number:	
Business Address:	
Mailing Address (If different from above):	
Contact Person Name:	
Contact Person Title:	
Contact Person Mailing Address (If different from above):	
Telephone Number:	(xxx) xxx-xxxx
Fax Number:	(xxx) xxx-xxxx
E-mail Address:	

SECTION 2 – Assistance Requested	
Type of Assistance Requested. (GRANT / LOAN)	
Amount of Assistance Requested. (In WORDS)	xxxxxx Dollars
Amount of Assistance Requested. (In Numbers)	$0,000,000.00

State how the project addresses the needs identified in the appropriate state, regional or local transportation plan.

State in detail how the project meets one of the following requirements:

- **The project meets the economic development criteria of <u>the Commonwealth's Opportunity Fund Grant Program.</u>**

OR

- **In cases where the project is solely retaining jobs, the project must meet the economic development criteria of the <u>Virginia Investment Performance Grant Program.</u>**

OR

- **For state agency transportation service applicants, provide evidence that the service has supported economic development and job creation and will continue to enhance future economic development opportunities that will support job creation and capital investment.**

<u>SECTION 3 – Project Information</u> *Please ensure that you have reviewed the instructions prior to commencing this section*
1. Project Name.
2. Project Executive Summary. (Maximum 2 Pages)
3. Project Location and General Description of the Environment. (Mark if required as Exhibit A)
4. Project Development Process.
5. Purpose of TPOF Assistance.
6. Project Description.

7. Project Social and Economic Impact.
8. Project Schedule. (Mark if required as Exhibit B)
9. Permits and Approvals. (Mark if required as Exhibit C)
10. Project Management and Compliance Monitoring Plan. **(Mark if required as Exhibit D)**
11. Maintenance and Operations Plans. (Mark if required as Exhibit E)

<u>SECTION 4 – Plan of Finance</u> *Please ensure that you have reviewed the instructions prior to commencing this section*
1. Estimated Project Cost. (Uses of Funds) (Mark if required as Exhibit F)
2. Sources of Funds.
3. Pro Forma Cash Flow. (Mark if required as Exhibit G)
4. Risks and Mitigation. (Mark if required as Exhibit H)
5. Financial Statements. (if applicable) (Mark if required as Exhibit I)

SECTION 5 – Applicant Organization Information *Please ensure that you have reviewed the instructions prior to commencing this section*
1. Describe the applicant's legal framework including past history and ownership structure. **(Mark if required as Exhibit J)**
2. Describe the legal authority of the applicant to carry out the proposed project activities.
3. Identify whether governmental entities, other than the applicant, must approve the submission of the application package, the funding of activities or the carrying out of activities described in the application. Provide documentation in the form of an exhibit as applicable.
4. Describe the applicant's organizational structure and the applicant's relationship to any subsidiaries or affiliates. **(Mark if required as Exhibit K)**
5. Provide an organization chart. **(Mark if required as Exhibit L)**
6. Describe the applicant's prior 5 experience as it relates to carrying out projects similar to that being proposed. **(Mark if required as Exhibit M)**
Project: **Year:** **Description:** **Project Cost:**

Project Status:

Project:
Year:
Description:
Project Cost:
Project Status:

Project:
Year:
Description:
Project Cost:
Project Status:

Project:
Year:
Description:
Project Cost:
Project Status:

Project:
Year:
Description:
Project Cost:
Project Status:

7. Describe any current, threatened, or pending litigation involving the applicant related to permitting, public involvement, environmental irregularities, construction defects, securities fraud, conflict of interest, failure to perform under a state or federal contract, or other charges which may reflect on the applicant's financial position or ability to complete the project. **(Mark if required as Exhibit N)** **Applicant may be required to provide documentation regarding this section.**

APPLICATION INSTRUCTIONS

GENERAL

- Please provide detailed answers to all application questions (where applicable) in the space provided. Applicants can use more space than provided to answer the questions in this application.

- If additional exhibits or attachments are needed, please mark and make note of the attachments within the space provided in the application.

- It is important that the applicant complete all applicable sections of this application.

- Application should be completed in Times New Roman 12 Size Font.

SECTION 3 – Project Information

This section requires narrative information and exhibits. To help avoid any delays in processing this application it is important that ALL attached and numbered exhibits correspond to their respective items.

1. **Project Name.** Assign a short name to the project for identification purposes.

2. **Project Executive Summary. (**Maximum 2 Pages)

3. **Project Location and General Description of the Environment**. Describe the location of the project, including major intersecting highway and rail routes. Attach a map as Exhibit A. Include the county or counties that the project will serve.

4. **Project Development Process.** Is this project to address the transportation aspects of an economic development opportunity?

5. **Purpose of TPOF Assistance.** Describe what aspect of the project for which the assistance will be used. Provide a breakdown of the proposed use of the assistance.

6. **Project Description.** Describe the need for the project, its basic design features and what the project is intended to accomplish. Include an assessment of the current condition of all transportation facilities relating to the project. For a construction project, describe the difference in the current project scope as compared to any approved environmental documents or study alternatives. If no environmental assessments or reviews have been completed on the project, provide an explanation and a schedule outlining the steps to comply with the National Environmental Policy Act. Describe how the funds provided will enhance the transportation aspects of economic development opportunities for the local area and the State in general.

7. **Project Social and Economic Impact.** Describe how the project will improve or enhance the current social and economic situation within the project area. This section should include the number of jobs created (if qualifying under COF criteria) or retained (if qualifying under the VIP criteria) as a result of the project and the amounts of investment that will be committed in the event that the funds are being used for an economic development project. Include a statement as to how the studies and analyses to be completed using moneys from the TPOF will advance social and economic development.

8. **Project Schedule.** Provide a timeline that shows the estimated start and completion dates for each major phase or milestone of the project development, construction and/or acquisition. Indicate the applicant's current status with respect to the timeline. Indicate the extent to which TPOF assistance will expedite the schedule or aid in meeting the schedule. List any other critical path issues. (Exhibit B)

9. **Permits and Approvals**. List all major permits and approvals necessary for construction of the project and the date, or projected date of the applicant's receipt of such permits and approvals. The list should include permits and approvals required under local, regional, state and federal laws and regulations. Indicate when outstanding approvals by the governing entities are expected. Describe the status of the environmental review documents. *Copies of **ALL** permits and approvals will be required upon execution of a financing agreement.* (Exhibit C)

10. **Project Management and Compliance Monitoring Plan.** Include a comprehensive project management and monitoring plan that will assure the project sponsor's ability to deliver the project as planned, fulfill all project commitments and ensure compliance with all terms of the financing agreement, including all applicable regulations and provisions of law. (Exhibit D)

11. **Maintenance and Operations Plans.** Include a description of the maintenance and operations plan for the project. Include projections of maintenance and operations expenses and the source of payment for these expenses. (Exhibit E)

SECTION 4 – Plan of Finance

This section pertains to the plan of finance for the project. This section also requests narrative information and exhibits. To help avoid any delays in processing this application it is important that ALL attached and numbered exhibits correspond to their respective items.

1. **Estimated Project Cost (Uses of Funds).** Provide a detailed budget for the project. The budget should include all applicable and anticipated expenses and cost for administrative services, feasibility studies, preliminary engineering and environmental assessments, right-of-way acquisition, vehicle acquisition, construction, construction administration, project management and inspection and other engineering or technical services, contingencies and any other cost categories as may be necessary. All cost estimates should be shown on a year-of-expenditure, cash basis that include any necessary explanations as to assumptions used to determine estimates. (Exhibit F)

2. **Sources of Funds.** Provide a table that reflects the amount of funding from each source of funds for the project, including the TPOF funding. Include, as applicable, federal grants and/or loans, state grants and/or loans, local grants and/or loans, private investment and/or equity contributions, bond proceeds, other borrowings and any other sources of funding that will be used for the project. In addition, provide in narrative form the following information for each source of funding. Supplement the narrative with a chart showing the flow of funds.

   Description of TPOF Funding:

   - The entity requesting the grant or loan.
   - If a grant is being requested, outline when the funding is expected or needed.
   - If a loan is being requested, outline the following:
     - Evidence of authorization to commit to loan repayment(s);
     - The source of repayment(s) for the TPOF loan;
     - If project revenues are the source of repayment, the priority of repayment of the loan with respect to project revenues;
     - If non-project revenues are the source of repayment (e.g. general revenues, appropriations, etc.), the priority of repayment of the loan with respect to borrowing entity's other liabilities;
     - The security features for the loan, including any pledged revenues and collateral;
     - Debt service coverage on the loan;
     - Whether the source of repayment is contingent on the project's completion;
     - Whether the source of repayment is subject to future allocations, appropriation and/or governing body approval; and
     - Proposed payment schedule.

Description of other governmental grants and or assistance:

- The specific governmental entity providing the grant.
- The timing for receipt of the grant, including the key steps that must occur in order to receive the grant, such as environmental permits, receipt of other funding, resolutions adopted by the entity, budget appropriations, etc. Provide relevant documentation for those steps that have occurred.
- Any known level of commitment associated with the grant.
- Requirements that will be imposed by the entity on the use of the grant monies or the project.

Description of other loans, debt or other borrowing:

- The lender and legal entity borrowing the money.
- The source of repayment for all other debt and the priority of payment relative to other project borrowing.
- Security features for all other debt, including any pledged revenues and collateral.
- Covenants related to the financial or operational performance of the project, such as coverage levels, and the incurrence of additional debt.
- Structure, including the term, amortization and whether the loan will be fixed or variable rate and expected fixed rate or expected spread to specified index for variable rate debt.
- Anticipated credit ratings if funds are to be borrowed through a public debt offering.
- Any credit enhancement or other guarantees.
- The timing for the borrowing or issuance of debt, including the key steps that must occur. Provide relevant documentation for those steps that have occurred.

Description of equity and private investment:

- The entity, or entities, providing the equity or private investment.
- The mechanism(s) for how the investor(s) will be repaid, for example from excess cash flow, periodic scheduled payments, lump-sum payment from additional debt incurred in the future, etc.
- The expected rate of return and justification for the rate of return.
- Any anticipated revenue sharing with any entity.
- The timing for receipt of the investment, including the key steps that must occur in order to receive the funds. Provide relevant documentation for those steps that have occurred.
- Any major conditions or requirements that will be imposed by the investor(s) on the project.

Description of any other form of assistance not covered above.

3. **Pro Forma Cash Flow**. Provide pro forma cash flows, reflecting the flow of funds and showing revenues, all debt repayment (if applicable), including any loans under the TPOF (if applicable), maintenance and operations expenses and any payments to equity/private investors. Provide a detailed description of assumptions and justification of the assumptions. (Exhibit G)

4. **Risks and Mitigation.** Identify the risks to the project completion and the sufficiency of revenues to repay the loan. Samples of these types of risk could include cost escalation, timing of approvals and permits, litigation, and availability of other funding. Identify the mitigation strategies for any acknowledged risks, including any payment and performance guarantees. (Exhibit H)

5. **Financial Statements**. Provide year-end audited financial statements for the past three years for each project team member and the parent entities. (Exhibit I)

SECTION 5 – Applicant Organization Information

This section requests narrative information and exhibits. To help avoid any delays in processing this application, it is important that ALL attached and numbered exhibits correspond to their respective items.

1. Describe the applicant's legal framework. Include a copy of the statutory authority under which the entity was created. If applicant is the lead applicant, provide details of the agreement with any other entities. (Exhibit J)

2. Describe the legal authority of the applicant to carry out the proposed project activities. This description should include discussion of the applicant's ability to levy taxes, issue debt, charge tolls or other fees and/or receive assistance from the Transportation Partnership Opportunity Fund. Provide documentation in the form of an exhibit as applicable.

3. Identify whether governmental entities, other than the applicant, must approve the submission of the application package, the funding of activities or the carrying out of activities described in the application. Provide documentation in the form of an exhibit as applicable.

4. Describe the applicant's organizational structure and the applicant's relationship to any subsidiaries or affiliates. Include the legal names of key principals and staff and any recent or proposed changes to the organization structure. If applicant is part of a joint venture, identify all partners and each partner's relationship to any subsidiaries or affiliates. (Exhibit K)

5. Provide an organization chart, in the form of an exhibit, to include the major parties involved in any aspect of the project. Include the major service contractors that have been, or will be, retained for the project. (Exhibit L)

6. Describe the applicant's prior experience as it relates to carrying out projects similar to that being proposed. Include prior experience in relation to the implementation of any new technology and the success of the use of such technology. (Exhibit M)

7. Describe any current, threatened, or pending litigation involving the applicant related to permitting, public involvement, environmental irregularities, construction defects, securities fraud, conflict of interest, failure to perform under a state or federal contract, or other charges which may reflect on the applicant's financial position or ability to complete the project. (Exhibit N)

<u>**Appendix C**</u>

<u>TRANSPORTATION PARTNERSHIP OPPORTUNITY FUND</u>
<u>SAMPLE AWARD AGREEMENT</u>

This **Award Agreement** (this "Agreement") is made and entered into as of the date of final execution by and between the **Virginia Department of Transportation** ("VDOT" or the "Department"), an agency of the Commonwealth of Virginia (the "Commonwealth") and the **___________________________________** (the "Recipient"), a political subdivision of the Commonwealth of Virginia, together referred to as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS, the Transportation Partnership Opportunity Fund ("TPOF") was created under Va. Code § 33.2-1529.1 to provide funds to address transportation aspects of economic development opportunities or to enhance the economic development opportunities of the Commonwealth's transportation programs; and

WHEREAS, pursuant to Va. Code § 33.2-1529.1(C)(1), the Governor is authorized to award funds from TPOF as grants, revolving loans, or other financing tools to an agency or political subdivision of the Commonwealth; and

WHEREAS, the Recipient is a duly created and validly existing political subdivision of the Commonwealth and is eligible to receive financial assistance from the Fund.

WHEREAS, the Recipient submitted an application requesting **SUM IN WORDS ($x,xxx,xxx.00)** in the form of a grant from the Fund to assist in **NAME OF THE PROJECT** as defined in the Project Description and attached hereto as Exhibit A.

WHEREAS, the TPOF Advisory Panel (the "Panel") has evaluated the application and has found that it meets the requirements of the Code and the Transportation Evaluation Criteria established in the Fund's Guidelines and Criteria, dated July 2026. The Panel recommended on **MONTH DAY YEAR** to the Secretary of Transportation and the Secretary of Commerce and Trade, an award by the Governor of a **SUM IN WORDS ($x,xxx,xxx.00)** grant, subject to certain conditions.

WHEREAS, the estimated costs for the Project are $_____, as described more completely in the Project Budget and Sources of Funds attached hereto as Exhibit B, and will be administered by the Recipient.

WHEREAS, the Governor approved the award of the **SUM IN WORDS ($x,xxx,xxx.00)** grant (the "Grant") to the Recipient on _________. A copy of the Decision Brief signed by the Governor is provided as Exhibit C.

WHEREAS, sufficient monies exist in the TPOF to support the Award, and based upon certain representations, warranties, and covenants of the Recipient set forth below, the use of funds is consistent with Va. Code § 33.2-1529.1(D);

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide for the terms and conditions required for providing the Grant to the Recipient, outlining the reimbursement process by which the Recipient will obtain the Grant, the application or use of the Grant, and other matters related thereto.

2. Disbursement Authorization and Application and Use of TPOF Grant.

    a. Requisition. In order to request and/or requisition disbursement of the Grant, the Recipient shall submit an invoice to VDOT substantially in the form attached hereto as **Exhibit D** (the "Request for Disbursement"), signed by an authorized representative of the Recipient. Each Request for Disbursement shall include supporting documentation that sufficiently, in VDOT's discretion, demonstrates the eligibility of the expenditures for reimbursement.

    b. Disbursement. Disbursement of the Grant will be on a *reimbursable* basis, with a frequency of no more than one (1) Request for Disbursement per month. The Recipient shall endeavor to submit Request for Disbursements within 30 (thirty) days of incurring eligible Project costs (as determined by VDOT in its sole discretion).

    c. Application and Use of Grant Funds. The Grant shall be used by the Recipient for the sole purpose of funding the necessary and reasonable costs and expenses of the Project. The Grant shall not exceed **DOLLAR AMOUNT ($#####)** and, along with the other identified monies, is expected to be adequate to fully fund the Project. Any Project cost exceeding the amount of the Grant shall be paid for by the Recipient using its own monies. The Grant shall only be used in a manner compliant with Section 33.2-1529.1 of the Code of Virginia.

3. Performance Obligations of the TPOF Grant.

    a. Performance Date. Means xxx xxx, 20xx.

    b. Targets. The Recipient agrees that the capital investment will be $XXX and the number of jobs created/retained will be XXX. These amounts will be achieved on or prior to the Performance date. The average annual wage of new jobs will be $xxxxx.xx and the % of new jobs sourced from the local community shall be xxx%. The capital investment is limited to the capital investment specific for this grant.

4. Recapture of Directed Funds.

   a. Recapture Events. The Recipient acknowledges and agrees that the disbursement of the Grant Funds is conditioned upon the Recipient's continued compliance with (i) all representations and warranties made by the Recipient under this Agreement; (ii) all covenants, performance obligations, reporting requirements, and TPOF conditions set forth herein; and (iii) all applicable state law, regulations and guidelines. The occurrence of any of the following shall constitute a "Recapture Event:"

      i. Any representation or warranty made by the Recipient is determined by VDOT to have been untrue, inaccurate, or misleading in any material respect when made or deemed reaffirmed;

      ii. Any certification made by the Recipient in order to request and/or requisition disbursement is determined by VDOT to have been untrue, inaccurate, or misleading in any material respect when made;

      iii. The Recipient's breach of any covenant, obligation, or other material term of this Agreement; or

      iv. The recipient's expenditure, obligation, or use of Grant Funds for purposes not expressly authorized by this Agreement or by applicable state law.

   b. Repayment Obligation. Upon the occurrence of a Recapture Event, VDOT may, in its sole discretion and without limiting any other rights or remedies, (i) suspend, withhold, or terminate further disbursements of Grant Funds, and/or (ii) require the Recipient to repay all or any portion of the Grant Funds previously disbursed. The Recipient shall repay such amounts within 30 (thirty) days after receiving written notice from VDOT specifying the amount due and the basis for the recapture.

      Repayment obligations required due to failure to meet Performance Obligations will be assessed based on an equal weighting of the targets. In the event that the project covers Jobs and Investment, each Target is weighted at 50% and the repayment obligation will be based on the combined level of failure of the Targets. For projects that only have a single Target, this target will be the only calculation for repayment obligation.

The formula for calculating the failure for Job Targets

Target Jobs *less* Actual Jobs
Target Jobs

The formula for calculating the failure in Capital Investment Targets

Target Capital Investment *less* Actual Capital Investment
Target Capital Investment

c. Interest; Set-Off. Any Directed Funds required to be repaid under this Section 3 shall accrue interest from the date of disbursement at the rate of 6% (six percent) per annum, consistent with Section 6.2-302 of the Code of Virginia, until repaid in full. VDOT may exercise any right of set-off available under applicable law with respect to amounts owed by the Recipient.

5. Project Schedule. Every good faith effort shall be made by the Recipient to cause the completion of components of the Work no later **MONTH DAY YEAR**.

6. Reports and Records.

   a. Reporting Period. The reporting period is from the date of this Agreement to the Performance Date.

   b. Maintenance Requirements. Full and detailed accounts and records shall be maintained, as appropriate, by the Recipient for the Project and the Award and such controls shall be exercised as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and standards, so as to provide complete records to fully support the use of the Award to pay any cost and/or expense charged to the Project. Prior to completion of the Project, access shall be afforded by the Parties to each other and their representatives and agents to the records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data, including but not limited to electronic schedules and other electronic data (all collectively referred to as the "Books and Records") relating to the Project. Such Books and Records shall be maintained at the [insert address]. The Recipient shall provide VDOT with executed copies of any other agreement it enters into with respect to the Project promptly, but in no event more than 5 (five) business days after executing such agreement.

   c. Public Records. The Parties acknowledge and agree that documents owned by either VDOT or the Recipient, and any document of which VDOT or the Recipient obtains a copy, that relates to the Project may be considered public records under the Virginia Public Records Act, Sections 42.1-76 through 42.1-91 of the Code of Virginia or official records under the Virginia Freedom of Information Act, Section 2.2-3700 et seq. of the Code of Virginia, and as such may be subject to public disclosure.

d. Periodic Reports. On April 1 and October 1 of each year until the End of the Reporting Period, the Recipient shall provide to VDOT's Chief Financial Officer a summary outlining the use of the TPOF monies and the status of the Project. This report should also provide an update on all progress made in order to achieve the projects investment and employment targets. In addition, the Recipient shall promptly notify VDOT of any material events that could affect the Recipient's ability to meet its financial obligations toward the Project.

7. Representations and Warranties.

a. Representations and Warranties of the Recipient. The Recipient further represents, covenants and agrees as follows:

i. The Recipient has full right, power and authority to execute and deliver this Agreement, to perform its obligations under the Agreement and to carry out the tasks associated with the Project.

ii. The Recipient is fully committed to the completion of the Project.

iii. Any of the Project completed with TPOF funds shall comply with all applicable industry standards and specifications.

iv. To the best of the Recipient's knowledge, there are no pending or threatened suits or actions of any nature that may have an adverse effect on the Recipient's condition (financial or otherwise) or its ability to perform under the Agreement and there has been no material adverse change in the financial condition of the Recipient as indicated in the information furnished to VDOT.

v. The Recipient shall be responsible for all activities necessary to complete the Project and shall coordinate with VDOT staff for all reviews, approvals, and necessary oversight as required.

vi. The Project shall comply in all respects with Section 33.2-1529.1 of the Code of Virginia; for the avoidance of doubt, the Recipient hereby represents, covenants, and agrees that no transportation infrastructure completed with moneys from the TPOF, including the Award, shall become private property.

b. Representations and Warranties of VDOT. VDOT further represents, covenants and agrees as follows:

i. VDOT has full right, power and authority to execute and deliver this Agreement, to perform its obligations under the Agreement and to carry out the tasks associated with the Project.

ii. VDOT is fully committed to the completion of the Project.

iii. To the best of VDOT's knowledge, there are no pending or threatened suits or actions of any nature that may have an adverse effect on VDOT's ability to perform under the Agreement.

iv. VDOT shall coordinate with the Recipient, as necessary, for all reviews, approvals, and necessary oversight as required.

8. Public Property. As set forth in Section 33.2-1529.1 of the Code of Virginia, the Project shall not become private property and shall become or remain public property following completion. The Project may not be sold, conveyed, or otherwise transferred without the prior written consent of VDOT.

9. Indemnities of the Recipient.

a. Indemnity. To the extent permitted by law, the Recipient shall indemnify, defend, and hold harmless VDOT from and against any Losses actually suffered or incurred by VDOT (except to the extent such Losses are solely caused by the misconduct, gross negligence or other culpable act, error or omission of VDOT), due to Third-Party Claims that are based on:

i. Any actual or alleged failure by the Recipient to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, any actual alleged breach by the Recipient of its representations or warranties set forth in this Agreement; or

ii. Any actual or alleged misconduct, negligence or other culpable act, error or omission of the Recipient in connection with the Project.

b. Defense and Indemnification Procedures.

i. In the event that any Third-Party Claim for which the Recipient may be required to indemnify VDOT hereunder is asserted in writing against VDOT, it will as promptly as practicable notify the Recipient in writing of such Claim, and such notice will include a copy of the Claim and any related correspondence or documentation from the third party asserting the Claim; *provided*, that any failure to give such prompt notice will not constitute a waiver of any rights of VDOT, except to the extent that the rights of the Recipient are actually and materially prejudiced thereby.

ii. The Recipient will be entitled and obligated to appoint counsel of its choice, at its sole cost and expense, to represent VDOT in any action for which indemnification is sought (in which case, the Recipient will not thereafter be responsible for the fees and expenses of any separate counsel retained by VDOT), *provided*, that such counsel will be satisfactory to VDOT.

iii. The Recipient will not be liable for any settlement or compromise by VDOT of a Third-Party Claim except with the Recipient's prior written consent, which consent will not be unreasonably withheld or delayed, or except where the settlement or compromise is approved by the court after the Recipient receives reasonable notice and the opportunity to be heard and such court approval has become final and non-appealable.

c. <u>Defined Terms</u>. For purposes of this Section 8:

i. "<u>Claims</u>" means any and all Project-related claims, disputes, disagreements, causes of action, demands, suits, proceedings, damages, injuries, liabilities, obligations, losses, costs and expenses.

ii. "<u>Losses</u>" means any Project-related losses, liabilities, judgments, damages, fees, penalties, fines, sanctions, charges or out-of-pocket and documented costs or expenses actually suffered or incurred, including as a result of any injury to or death of persons or damage to or loss of property.

iii. "<u>Third-Party Claim</u>" means any Project-related Claim asserted against VDOT by any person who is not a party to this Agreement or an affiliate of such party.

10. <u>Amendment</u>. The provisions of this Agreement may be amended, modified or waived only by written instrument executed by both Parties.

11. <u>Applicable Law; Jurisdiction and Venue</u>. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia. Any litigation between the Parties pertaining to this Agreement or its breach will be filed, heard, and decided in the Circuit Court for the City of Richmond, which shall have exclusive jurisdiction and venue.

12. <u>Permits.</u> The Recipient shall obtain all permits necessary or convenient to complete the Project.

13. <u>Notices</u>. All notices, approvals, consents, requests and other communications under this Agreement shall be in writing and shall be deemed to have been given when delivered in person, or when sent by Federal Express or a comparable express courier service, or when mailed by registered or certified mail, postage prepaid, addressed to the Parties at the following addresses or such other addresses as a Party may designate by prior written notice to the other:

a. if to VDOT:

Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219
Attn: Chief Financial Officer

With a copy to:

Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219
Attn: Director, Financial Planning Division

And

Office of the Attorney General
900 East Main Street
Richmond, VA 23219
Attn: Senior Assistant Attorney General, Chief Transportation Section

b. if to the Recipient:

[Insert Addresses]

14. Incorporation; Entire Agreement. The recitals, exhibits, forms, and any other appendix or attachment hereto are material to this Agreement and are hereby incorporated. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements or understanding with respect to such subject matter.

15. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns, and wherever a reference in this Agreement is made to any of the Parties hereto, such reference also will be deemed to include, wherever applicable, a reference to the legal representatives, successors and permitted assigns of such Party, as if in every case so expressed.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but of which together shall constitute one and the same agreement. The Parties may execute this Agreement electronically and electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

17. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of VDOT's, the Recipient's, or the Commonwealth of Virginia's, sovereign immunity.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement on the date first written above.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: ____

Name:
Title: Commissioner of Highways

Recipient

By: ____

Name:
Title:

Approved as to form:

By: ________________________________
Name:
Title:

[*Signature Page to TPOF Award Agreement*]

EXHIBIT A
PROJECT DESCRIPTION

EXHIBIT B
PROJECT BUDGET
AND SOURCES OF FUNDS

TPOF Project Budget	
Task	**Estimated Cost**
Total	$

Sources of Funds	
Source	**Amount**
Transportation Partnership Opportunity Fund	$
Total	$

EXHIBIT C
EXECUTED DECISION BRIEF

EXHIBIT D
REQUEST FOR DISBURSEMENT

Attached hereto.

[ON RECIPIENT LETTERHEAD]

[Date]

Debt & Finance Manager
Financial Planning Division
Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219

Re: **Transportation Partnership Opportunity Fund**

Dear Mrs. Upson:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of ________(the "Agreement"), between the Virginia Department of Transportation and ____ (the "Recipient").

The undersigned authorized representative of the Recipient hereby requests disbursement of proceeds under the Agreement in the amount of $______________, for the purposes of payment of project costs as set forth in **Schedule 1** attached hereto.

Attached hereto are the invoices relating to the items for which payment is requested and that have been approved by the Recipient.

The undersigned certifies that i) the amounts requested by the requisition will be applied solely and exclusively to the payment, or to the reimbursement of the Recipient for the payment of project costs, and ii) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

This requisition includes an accompanying Certificate of the Project Manager/Project Engineer as to the performance of work.

Sincerely,

Recipient's Authorized Representative
Title

Attachments

SCHEDULE 1
TRANSPORTATION PARTNERSHIP OPPORTUNITY FUND
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

REQUISITION NUMBER: _______

RECIPIENT:

PROJECT NAME:

CERTIFYING SIGNATURE: ___________________________________

TITLE: ______________________________

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures To Date	Net Balance Available
TOTALS					

Total Amount of Assistance

Previous Disbursements

Balance

This Request

Proceeds Remaining

TRANSPORTATION PARTNERSHIP OPPORTUNITY FUND
CERTIFICATE OF THE PROJECT MANAGER/PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

This Certificate is being executed and delivered in connection with Requisition Number __, dated _______________, 20__, submitted by the ____ (the "Recipient"), pursuant to the Grant Agreement dated _________, between the Virginia Department of Transportation and the Recipient.

The undersigned consulting engineer for the Recipient hereby certifies that, insofar as the amounts covered by this requisition include payments for labor or to contractors, builders or materialmen, i) such work was actually performed or such materials, supplies and/or equipment were actually furnished to or installed in the construction portion of the Transportation Partnership Opportunity Fund project and ii) expenditures for such work have not been submitted as a part of a previous requisition.

____
[Project Manager/Project Engineer Firm]

By: ______________________________________

Date: _______________________, 20____

TRANSPORTATION PARTNERSHIP OPPORTUNITY FUND
SAMPLE DIRECTED FUNDS AGREEMENT

This **Directed Funds Agreement** (this "Agreement") is made and entered into as of the date of final execution by and between the **Virginia Department of Transportation** ("VDOT"), an agency of the Commonwealth of Virginia, and the **________________, Virginia** (the "Recipient"), a political subdivision of the Commonwealth of Virginia, together referred to as the "Parties" and each individually as a "Party."

RECITALS

WHEREAS, the Transportation Partnership Opportunity Fund ("TPOF") was created under Va. Code § 33.2-1529.1 to provide funds to address transportation aspects of economic development opportunities; and

WHEREAS, pursuant to Va. Code § 33.2-1529.1(C)(2), the Governor is authorized to direct funds from TPOF to the Commonwealth Transportation Board ("CTB") "for transportation projects determined to be necessary to support major economic development initiatives or to enhance the economic development opportunities of the Commonwealth's transportation programs when recommended by the Secretary of Transportation and the Secretary of Commerce and Trade;" and

WHEREAS, following recommendations by the Secretary of Transportation and the Secretary of Commerce and Trade, and at the direction of the Governor, the CTB is empowered to allocate such funds to be administered by VDOT; and

WHEREAS, the Secretary of Transportation and the Secretary of Commerce and Trade have recommended, and the Governor has directed, $## million (WORDS million dollars) from TPOF (the "Directed Funds") to the CTB for allocation to the Recipient for the ______________ Project; and

WHEREAS, the _______________ Project (the "Project"), (insert project scope)

WHEREAS, in accordance with Va. Code § 33.2-1529.1(C)(2), the Secretary of Transportation submitted a report on(insert date), on the Directed Funds to the Chairmen of the Senate Committee on Finance and Appropriations and the House Committee on Appropriations; and

WHEREAS, the total estimated cost for the Project is (insert amount), as described more completely in the Project Budget and Sources of Funds attached hereto as **Exhibit A**, and the Directed Funds will be used by the Recipient to fund a portion of the Project; and

WHEREAS, the Recipient has secured the funding from other sources to fully fund the Project and is committed to funding any costs in excess of the Directed Funds to facilitate the completion of the Project; and

WHEREAS, by resolution dated (insert date), attached hereto as **Exhibit B**, the CTB allocated the Directed Funds to the Recipient for the Project and directed VDOT to enter into an agreement with the Recipient outlining the reimbursement process for the Recipient to obtain the Directed Funds and the Recipient's commitment to construct the Project; and

WHEREAS, sufficient monies exist in the TPOF to support the allocation of the Directed Funds, and based upon certain representations, warranties, and covenants of the Recipient set forth below, the use of funds is consistent with Va. Code § 33.2-1529.1(D); and

WHEREAS, since the amount of the Directed Funds does not exceed $10 million, nor does the cumulative direction for the biennium exceed $25 million, the review of the MEI Project Approval Commission is not required; and [or, since the amount of the Directed Funds exceeds $10 million or cumulatively exceeds $25 million for the biennium, the review of the MEI Project Approval Commission was required. The Commission was notified of the Direction on _______ as required by the Code of Virginia. [Specify Commission's actions]]

WHEREAS, the Board of Supervisors of ________ County, Virginia, by RESOLUTION dated _______, 20__., attached hereto as **Exhibit C**, authorized the Recipient's participation in the Commonwealth of Virginia TPOF Program.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide for the terms and conditions required for providing the Directed Funds to the Recipient, outlining the reimbursement process by which the Recipient will obtain the Directed Funds, the application or use of the Directed Funds, and other matters related thereto.

2. Disbursement Authorization and Application and Use of TPOF Directed Funds.

    a. Requisition. In order to request and/or requisition disbursement of the Directed Funds, the Recipient shall submit an invoice to VDOT substantially in the form attached hereto as **Exhibit D** (the "Request for Disbursement"), signed by an authorized representative of the Recipient. Each Request for Disbursement shall include supporting documentation that sufficiently, in VDOT's discretion, demonstrates the eligibility of the expenditures for reimbursement.

    b. Disbursement. Disbursement of the Directed Funds will be on a *reimbursable* basis, with a frequency of no more than one (1) Request for Disbursement per month. The Recipient shall endeavor to submit Request for Disbursements within 30 (thirty) days of incurring eligible Project costs (as determined by VDOT in its sole discretion).

c. Application and Use of Directed Funds. The Directed Funds shall be used by the Recipient for the sole purpose of funding the necessary and reasonable costs and expenses of the Project. The Directed Funds shall not exceed _______________**DOLLARS ($####)** and, along with the other identified monies, is expected to be adequate to fully fund the Project. Any Project cost exceeding the amount of the Directed Funds shall be paid for by the Recipient using its own monies. The Directed Funds shall only be used in a manner compliant with Section 33.2-1529.1 of the Code of Virginia.

3. Recapture of Directed Funds.

   a. Recapture Events. The Recipient acknowledges and agrees that the disbursement of the Directed Funds is conditioned upon the Recipient's continued compliance with (i) all representations and warranties made by the Recipient under this Agreement; (ii) all covenants, performance obligations, reporting requirements, and TPOF conditions set forth herein; and (iii) all applicable state law, regulations and guidelines. The occurrence of any of the following shall constitute a "Recapture Event:"

      i. Any representation or warranty made by the Recipient is determined by VDOT to have been untrue, inaccurate, or misleading in any material respect when made or deemed reaffirmed;

      ii. Any certification made by the Recipient in order to request and/or requisition disbursement is determined by VDOT to have been untrue, inaccurate, or misleading in any material respect when made;

      iii. The Recipient's breach of any covenant, obligation, or other material term of this Agreement; or

      iv. The recipient's expenditure, obligation, or use of Directed Funds for purposes not expressly authorized by this Agreement or by applicable state law.

   b. Repayment Obligation. Upon the occurrence of a Recapture Event, VDOT may, in its sole discretion and without limiting any other rights or remedies, (i) suspend, withhold, or terminate further disbursements of Directed Funds, and/or (ii) require the Recipient to repay all or any portion of the Directed Funds previously disbursed. The Recipient shall repay such amounts within 30 (thirty) days after receiving written notice from VDOT specifying the amount due and the basis for the recapture.

c. Interest; Set-Off. Any Directed Funds required to be repaid under this Section 3 shall accrue interest from the date of disbursement at the rate of 6% (six percent) per annum, consistent with Section 6.2-302 of the Code of Virginia, until repaid in full. VDOT may exercise any right of set-off available under applicable law with respect to amounts owed by the Recipient.

4. Project Schedule. Every good faith effort shall be made by the Recipient to cause the completion of the Project by no later than______, 20__..

5. Reports and Records.

   a. Maintenance Requirements. Full and detailed accounts and records shall be maintained, as appropriate, by the Recipient for the Project and the Directed Funds and such controls shall be exercised as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and standards, so as to provide complete records to fully support the use of the Directed Funds to pay any cost and/or expense charged to the Project. Prior to completion of the Project, access shall be afforded by the Parties to each other and their representatives and agents to the records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data, including but not limited to electronic schedules and other electronic data (all collectively referred to as the "Books and Records") relating to the Project. Such Books and Records shall be maintained at the [insert address]. The Recipient shall provide VDOT with executed copies of any other agreement it enters into with respect to the Project promptly, but in no event more than 5 (five) business days after executing such agreement.

   b. Public Records. The Parties acknowledge and agree that documents owned by either VDOT or the Recipient, and any document of which VDOT or the Recipient obtains a copy, that relates to the Project may be considered public records under the Virginia Public Records Act, Sections 42.1-76 through 42.1-91 of the Code of Virginia or official records under the Virginia Freedom of Information Act, Section 2.2-3700 *et seq*. of the Code of Virginia, and as such may be subject to public disclosure.

6. Representations and Warranties.

   c. Representations and Warranties of the Recipient. The Recipient further represents, covenants and agrees as follows:

      vii. The Recipient has full right, power and authority to execute and deliver this Agreement; to perform its obligations under the Agreement and to carry out the tasks associated with the Project.

      viii. The Recipient is fully committed to the completion of the Project.

ix. Any of the Project completed with TPOF funds shall comply with all applicable industry standards and specifications.

x. To the best of the Recipient's knowledge, there are no pending or threatened suits or actions of any nature that may have an adverse effect on the Recipient's condition (financial or otherwise) or its ability to perform under the Agreement and there has been no material adverse change in the financial condition of the Recipient as indicated in the information furnished to VDOT.

xi. The Recipient shall be responsible for all activities necessary to complete the Project and shall coordinate with VDOT staff for all reviews, approvals, and necessary oversight as required.

xii. The Project shall comply in all respects with Section 33.2-1529.1 of the Code of Virginia; for the avoidance of doubt, the Recipient hereby represents, covenants, and agrees that no transportation infrastructure completed with moneys from the TPOF, including the Directed Funds, shall become private property.

d. Representations and Warranties of VDOT. VDOT further represents, covenants and agrees as follows:
   i. VDOT has full right, power and authority to execute and deliver this Agreement; to perform its obligations under the Agreement and to carry out the tasks associated with the Project.
   ii. VDOT is fully committed to the completion of the Project.
   iii. To the best of VDOT's knowledge, there are no pending or threatened suits or actions of any nature that may have an adverse effect on VDOT's ability to perform under the Agreement.
   iv. VDOT shall coordinate with the Recipient, as necessary, for all reviews, approvals, and necessary oversight as required.

8. Public Property. As set forth in Section 33.2-1529.1 of the Code of Virginia, the Project shall not become private property and shall become or remain public property following completion. The Project may not be sold, conveyed, or otherwise transferred without the prior written consent of VDOT.

9. Indemnities of the Recipient.

   a. Indemnity. To the extent permitted by law, the Recipient shall indemnify, defend, and hold harmless VDOT from and against any Losses actually suffered or incurred by VDOT (except to the extent such Losses are solely caused by the misconduct, gross negligence or other culpable act, error or omission of VDOT), due to Third-Party Claims that are based on:

      i. Any actual or alleged failure by the Recipient to comply with, observe or perform any of the covenants, obligations, agreements, terms or conditions in this Agreement or, any actual alleged breach by the Recipient of its representations or warranties set forth in this Agreement; or

ii. Any actual or alleged misconduct, negligence or other culpable act, error or omission of the Recipient in connection with the Project.

b. Defense and Indemnification Procedures.

i. In the event that any Third-Party Claim for which the Recipient may be required to indemnify VDOT hereunder is asserted in writing against VDOT, it will as promptly as practicable notify the Recipient in writing of such Claim, and such notice will include a copy of the Claim and any related correspondence or documentation from the third party asserting the Claim; *provided*, that any failure to give such prompt notice will not constitute a waiver of any rights of VDOT, except to the extent that the rights of the Recipient are actually and materially prejudiced thereby.

ii. The Recipient will be entitled and obligated to appoint counsel of its choice, at its sole cost and expense, to represent VDOT in any action for which indemnification is sought (in which case, the Recipient will not thereafter be responsible for the fees and expenses of any separate counsel retained by VDOT), *provided*, that such counsel will be satisfactory to VDOT.

iii. The Recipient will not be liable for any settlement or compromise by VDOT of a Third-Party Claim except with the Recipient's prior written consent, which consent will not be unreasonably withheld or delayed, or except where the settlement or compromise is approved by the court after the Recipient receives reasonable notice and the opportunity to be heard and such court approval has become final and non-appealable.

c. Defined Terms. For purposes of this Section 8:

i. "Claims" means any and all Project-related claims, disputes, disagreements, causes of action, demands, suits, proceedings, damages, injuries, liabilities, obligations, losses, costs and expenses.

ii. "Losses" means any Project-related losses, liabilities, judgments, damages, fees, penalties, fines, sanctions, charges or out-of-pocket and documented costs or expenses actually suffered or incurred, including as a result of any injury to or death of persons or damage to or loss of property.

iii. "Third-Party Claim" means any Project-related Claim asserted against VDOT by any person who is not a party to this Agreement or an affiliate of such party.

9. Amendment. The provisions of this Agreement may be amended, modified or waived only by written instrument executed by both Parties.

10. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia. Any litigation between the Parties pertaining to this Agreement or its breach will be filed, heard, and decided in the Circuit Court for the City of Richmond, which shall have exclusive jurisdiction and venue.

11. Permits. The Recipient shall obtain all permits necessary or convenient to complete the Project.

12. Notices. All notices, approvals, consents, requests and other communications under this Agreement shall be in writing and shall be deemed to have been given when delivered in person, or when sent by Federal Express or a comparable express courier service, or when mailed by registered or certified mail, postage prepaid, addressed to the Parties at the following addresses or such other addresses as a Party may designate by prior written notice to the other:

(a) if to VDOT:

Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219
Attn: Chief Financial Officer

With a copy to:

Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219
Attn: Director, Financial Planning Division

And

Office of the Attorney General
900 East Main Street
Richmond, Virginia 23219
Attn: Senior Assistant Attorney General, Chief - Transportation Section

(b) if to the Recipient:
[Insert Addresses]

13. Incorporation; Entire Agreement. The recitals, exhibits, forms, and any other appendix or attachment hereto are material to this Agreement and are hereby incorporated. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements or understanding with respect to such subject matter.

14. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, successors and permitted assigns, and wherever a reference in this Agreement is made to any of the Parties hereto, such reference also will be deemed to include, wherever applicable, a reference to the legal representatives, successors and permitted assigns of such Party, as if in every case so expressed.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but of which together shall constitute one and the same agreement. The Parties may execute this Agreement electronically and electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

16. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of VDOT's, the Recipient's, or the Commonwealth of Virginia's, sovereign immunity.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties, have duly executed this Agreement, intending it to be effective on the date of the last signature below.

VIRGINIA DEPARTMENT OF TRANSPORTATION,
an agency of the Commonwealth of Virginia

By: ____
Name:
Title: Commissioner of Highways
Date: ____

[RECIPIENT], VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By: ____
Name:
Title:
Date: ____

Approved as to form:

By: ___________________________________
Name:
Title:

[*Signature Page to TPOF Directed Funds Agreement*]

EXHIBIT A

PROJECT BUDGET AND SOURCES OF FUNDS

TPOF Project Budget	
Task	**Estimated Cost**
	$
Total	$

Sources of Funds	
Source	**Amount**
	$
Total	$

EXHIBIT B
Resolution of The Commonwealth Transportation Board

Attached hereto.

EXHIBITC
RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
__________________, VIRGINIA

Attached hereto.

EXHIBIT D
REQUEST FOR DISBURSEMENT

Attached hereto.

[ON RECIPIENT LETTERHEAD]

[Date]

Debt & Finance Manager
Financial Planning Division
Virginia Department of Transportation
1221 East Broad Street
Richmond, Virginia 23219

Re: **Transportation Partnership Opportunity Fund**

Dear Mrs. Upson:

This requisition, Number ____, is submitted in connection with the Directed Funds Agreement dated as of ________(the "Agreement"), between the Virginia Department of Transportation and (the "Recipient").

The undersigned authorized representative of the Recipient hereby requests disbursement of proceeds under the Agreement in the amount of $______________, for the purposes of payment of Project costs as set forth in **Schedule 1** attached hereto.

Attached hereto are the invoices relating to the items for which payment is requested and that have been approved by the Recipient.

The undersigned certifies that i) the amounts requested by the requisition will be applied solely and exclusively to the reimbursement of the Recipient for the payment of Project costs, and ii) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

This requisition includes an accompanying Certificate of the Project Manager/Project Engineer as to the performance of work.

Sincerely,

Recipient's Authorized Representative
Title

Attachments

SCHEDULE 1
TRANSPORTATION PARTNERSHIP OPPORTUNITY FUND
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

REQUISITION NUMBER: _______

RECIPIENT:

PROJECT NAME:

CERTIFYING SIGNATURE: ___________________________________

TITLE: ______________________________

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures To Date	Net Balance Available
TOTALS					

Total Amount of Assistance
Previous Disbursements
Balance
This Request
Proceeds Remaining

TRANSPORTATION PARTNERSHIP OPPORTUNITY FUND
CERTIFICATE OF THE PROJECT MANAGER/PROJECT ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

This Certificate is being executed and delivered in connection with Requisition Number __, dated _______________, 20__, submitted by the, (the "Recipient"), pursuant to the Directed Funds Agreement, dated as of _____________, between the Virginia Department of Transportation and the(recipient).

The undersigned consulting engineer for the Recipient hereby certifies that, insofar as the amounts covered by this requisition include payments for labor or to contractors, builders or materialmen, i) such work was actually performed or such materials, supplies and/or equipment were actually furnished to or installed for the Transportation Partnership Opportunity Fund Project as described in the Directed Funds Agreement and ii) expenditures for such work have not been submitted as a part of a previous requisition.

____
[Project Manager/Project Engineer Firm]

By: _______________________________________

Date: _______________________, 20____

Appendix D

GUIDELINES FOR THE
COMMONWEALTH'S DEVELOPMENT OPPORTUNITY FUND PROGRAM

The Commonwealth's Development Opportunity Fund (COF) is a "deal-closing" fund to be employed at the Governor's discretion to secure a company location or expansion in Virginia. Administered by the Virginia Economic Development Partnership (VEDP), the COF serves as a final resource for Virginia in the face of serious competition from other states or countries.

The COF grant is a negotiated amount determined by the Secretary of Commerce and Trade, based on the recommendation of VEDP, and subject to approval of the Governor.

To find out more about the Commonwealth's Development Opportunity Fund (COF): Commonwealth's Development Opportunity Fund (COF) | Virginia Economic Development Partnership (vedp.org)

Appendix E

GUIDELINES FOR THE VIRGINIA INVESTMENT PERFORMANCE GRANT PROGRAM

The Virginia Investment Performance Grant (VIP) encourages continued capital investment by existing Virginia companies, resulting in added capacity, modernization, increased productivity, or the creation, development, and utilization of advanced technology. The program targets existing manufacturers or research and development services supporting manufacturing. There must be an active and realistic competition between Virginia and another state or country for attracting the project, and matching local financial participation is expected.

The amount of each VIP grant is determined by the Secretary of Commerce and Trade, based in part on the Virginia Economic Development Partnership's (VEDP) Return-on-Investment analysis and recommendation, and is subject to the approval of the Governor.

To find out more about the Virginia Investment Performance Grant (VIP): Virginia Investment Performance Grant (VIP) | Virginia Economic Development Partnership (vedp.org)