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A Law Partnership Including Professional Corporations

July 3, 2001

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D.C. BOARD OF ZONING
2001 JUL -3 PM 2:19

Via Hand Delivery

Ms. Sheila Cross Reid
Chairperson
D.C. Board of Zoning Adjustment
441 Fourth Street, N.W.
Second Floor
Washington, D.C. 20001

Re: BZA Application No. 16611
Edmund Burke School

Dear Ms. Reid and Members of the Board:

Enclosed please find the documentation requested by the Board of Zoning Adjustment ("**BZA**") at the May 21, 2001 public hearing and material the School intends to use in the rebuttal portion of the above-captioned case including:

(1) Revised Compliance Plan and Pledge (Exhibit A). This revised Compliance Plan adds suggestions made by the BZA. It now includes Van Ness Street as a location which is prohibited from use as a pick-up/drop-off point for students. It also includes a "fine" system which imposes monetary penalties on violators of the Plan, ultimately leading to dismissal from the School.

(2) Driveway Width (Exhibit B). This section and plan drawing demonstrates that the proposed driveway in the new building is wide enough to accommodate two cars, side by side.

(3) Memorandum from Gorove/Slade Associates (Exhibit C). This memorandum analyzes the traffic implications of reducing the student enrollment at the School from its current enrollment of 299 to the current BZA imposed population cap of 270. The memorandum explains that the reduction of twenty-nine students will not have a significant impact in reducing the amount of traffic to the School and the surrounding neighborhood. This memorandum further demonstrates that the traffic conditions at the School will improve dramatically if the BZA application, including its detailed Traffic Management Plan, is approved.

BZA
Case No. 16611
Exhibit No. 181

Board of Zoning Adjustment
District of Columbia
CASE NO.16611
EXHIBIT NO.181

(4) Bus Management Plan (Exhibit D). As testified at the public hearing by David Shapiro, Head of the Edmund Burke School, 60 of the 62 trips to the School by visiting athletic teams during school year 2000-2001 were by buses that were the size of school buses or smaller (vans). The bus management plan presented as part of this application requires visiting team athletic buses to park behind the existing school, not on Upton or Van Ness Streets. This exhibit contains photos of a real school bus and a diagram of access to show how these buses will be accommodated behind the existing School. Obviously, this Plan can only work because the cars now using the existing parking spaces behind the school will be relocated to the underground parking garage in the new building.

(5) Proposed Performance Standards (Exhibit E). The School encloses the proposed Performance Standards to be used by the Department of Public Works, the Compliance Committee and the School to help evaluate the effectiveness of the School's Transportation Management Plan.

(6) WMATA License Agreement (Exhibit F). This Agreement gives the School permission to utilize the "Kiss and Ride" at the Van Ness/UDC Metrorail Station for the School's shuttle buses.

Thank you for your consideration.

Sincerely,

Phil T. Feola

Sarah E. Shaw /PTF

cc: See Certificate of Service attached

Enclosures

ShawPittman

Certificate of Service

I hereby certify that on July 3, 2001, a copy of the foregoing materials were served via hand-delivery to the following:

Jennifer Steingasser
Office of Planning
801 North Capitol Street, NW, 4th Floor
Washington, DC 20002

Mr. Kenneth Laden
Department of Public Works
2000 14th Street, NW, 5th Floor
Washington, DC 20009

ANC 3F c/o Phil Kogan
3634 Veazey Street, NW
Washington, DC 20008-3135

Linda Jay
2951 Upton Street, NW
Washington, DC 20008

Van Ness South Tenants Association
c/o Pat Brown
Greenstein, DeLorme & Luchs
1620 L Street, NW, Suite 900
Washington, DC 20036

NULS
c/o Jodie Smolik
2945 Upton Street, NW
Washington, DC 20008

Sirrus, LLC
c/o Cynthia Giordano, Esq.
Arnold & Porter
555 12th Street, NW
Washington, DC 20004

Phil T. Feola

Document #: 1133311 v.1



COMPLIANCE PLAN

The Pledge (attached):

As part of its enrollment contract, Burke parents would contract, in writing, their agreement to abide by the components of the School's Traffic Management Plan.

Compliance Committee:

Burke would present quarterly to a duly constituted Compliance Committee, consisting of 3 neighbors appointed by the ANC, 1 Burke parent, and 1 Burke administrator. The Compliance Committee would review documentation for each of the Compliance areas and indicators.

Monitoring and Sanctions:

A - Enrollment Cap of 360:

Burke will log the actual enrollment each April, June, July, and September and present those logs at the Compliance Committee meetings.

If Burke exceeds the cap, it will be obliged to reduce to below 360 by that same number for the next admissions cycle. For example, if actual enrollment for one year were 364, Burke would be required to reduce to 356 for the next year.

B - Use of off-site parking for Burke special events:

Burke will coordinate its special on-site events with the other schools and institutions in the neighborhood.

Burke will provide yearly calendars of special events to neighbors at the start of each school year.

Burke will keep count of the number of Burke cars that use the off-site parking and shuttle made available by the school for such events and compare it to attendance at the event.

Burke will present those records to the Compliance Committee.

If use of the off-site parking falls below an acceptable mark, Burke will reduce the number of special events scheduled for the following year.

C- Westbound Traffic on Upton, AM and PM:

Burke will make a video tape record of westbound traffic on Upton, AM and PM, once a month and present those tapes to the Compliance Committee.

Burke will meet with any families who are in breach of the pledge. Repeat offenders will not be reenrolled for the following year.

D -Use of public alleys for drop off and pick up:

Burke will make a video tape record of public alley drop off and pick up once a month and present those tapes to the Compliance Committee.

Burke will meet with any families who are in breach of the pledge. Repeat offenders will not be reenrolled for the following year.

E -Burke parking on residential streets:

Burke drivers will be issued Burke School stickers, which they will be obliged to display on their cars.

Burke will spot check and log the number of student parkers in the garage once a month and present those logs to the Compliance Committee.

Burke will spot check and record Burke parkers on the residential streets once a month and present those logs to the Compliance Committee.

Burke will meet with any families who are in breach of the pledge. Repeat offenders will not be re-enrolled for the following year.

F - Use of on-site drop off and pick up:

Once a month, Burke will count cars using the internal drop off and pick up to compare actual and projected figures. Burke will present those counts to the Compliance Committee.

G –Use of shuttle:

Once a month, Burke will record the numbers of Burke students using its am shuttles.

Burke will present those records to the Compliance Committee

H - Metro benefit:

Burke will keep count of the families (DC, Virginia, and Maryland) and faculty who receive the Metro benefit.

Burke will present those counts to the Compliance Committee.

If the Compliance Committee judges that for two successive quarters, the aggregate of compliance indicators* is unsatisfactory, Edmund Burke's enrollment cap will be reduced by 4 students for the following admissions cycle.

*Compliance indicators consist of items C-H above, i.e., Westbound Traffic on Upton (AM and PM); use of public alleys for drop off and pick up; Burke parking on residential streets; Burke use of on-site drop off and pick up; Burke use of shuttle; Metro benefit.

EDMUND BURKE SCHOOL
SCHEDULE OF PENALTIES

The following penalties will be applied by the Edmund Burke School if any part of the parking or circulation plans, detailed in the Compliance Plan and Pledge (as may be modified by the BZA), is violated.

- First violation: Parent will be required to meet with the Head-of-School, who will explain again that each student's enrollment is contingent upon that child and that child's parent abiding by the Compliance Plan and Pledge. The Head-of-School will remind the parent of the penalties to be applied for future violations.

- Second violation: Parent will be fined $100.00

- Third violation: Parent will be fined $250.00

- Fourth violation: Child will not be enrolled for the following academic year.

The Pledge

The Edmund Burke School is located in an urban setting with all of the benefits and obligations that that brings. All members of the school community have roles to play in shaping the impact of the school on our neighbors and on our neighborhood. There is no doubt that the most responsible way to go to and from the school is public transportation. For those who have no choice but to drive their cars, we have put in place a new traffic design and expanded parking facilities to alleviate the effects of Burke traffic on the immediate neighborhood. Along with the physical solutions that are part of the Building Program, we have identified essential guidelines for those in the Burke community who drive to the school during the day or in the evening.

Below, you will find procedures that frame the essential ways in which families can help make Burke a vital urban school that is the welcomed in its neighborhood. After reading them, please complete the pledge form and return it to the School. If you have any questions, please call Walter Ailes or David Shapiro.

1. One of Burke's strengths is its proximity to the Van Ness Metro (Red Line) Station. Taking the Metro to school is the best option. The school will offer a Metro subsidy to those students who reside in Maryland and Virginia and who do not have access to the current DC subsidy offered to District students.

2. The school will operate two shuttle vans to further reduce traffic in the immediate neighborhood. If it is impossible for your children to take the Metro to school, you should drop them off at the most convenient Burke Shuttle location between 7:30 and 8:00 a.m. One shuttle will operate from the northern leg of Connecticut Avenue (north of the school). The school will establish exact locations with the parents from those areas each year.

3. On those occasions when driving your children to school is unavoidable , the following routes are required. For families travelling west to Burke and coming through Rock Creek Park: travel west on Tilden Street to Connecticut Avenue. Turn right (north) on Connecticut Avenue. Go past Upton Street, and turn right off Connecticut Avenue to enter the Burke drop off lane. For families travelling south to Burke, one must approach Connecticut Avenue via Tilden from Reno Road and turn left on Connecticut Avenue to enter the Burke driveway. Keep in mind that the Kiss and Ride on the western side of Connecticut near the Metro entrance and large sessions of Tilden coming from the park are all safe and suitable places to drop off students without entering the queue line.

4. Families may only drop off or pick up students in Burke's private drop/pick up lane, which is accessible from the east (northbound) side of Connecticut Avenue, between Upton and Van Ness Streets.

5. Families may not drive west on Upton Street. Families may not drop off or pick up students in front of the school on Upton or Van Ness Streets. Families may not utilize Van Ness Street, the public alley between Van Ness and Upton Streets, or the public alley between Upton and Tilden Street to drop off or pick up students or to exit the area.

6. The school will have 75 parking spaces on site. Students who have compelling reasons to drive to school must apply to school for permission. If permission is given, those drivers must display visible Burke permit sticker on their cars. The school will assign parking spaces in Burke's garage to all students who drive to school. No students or families may park on the residential streets adjacent to the school.

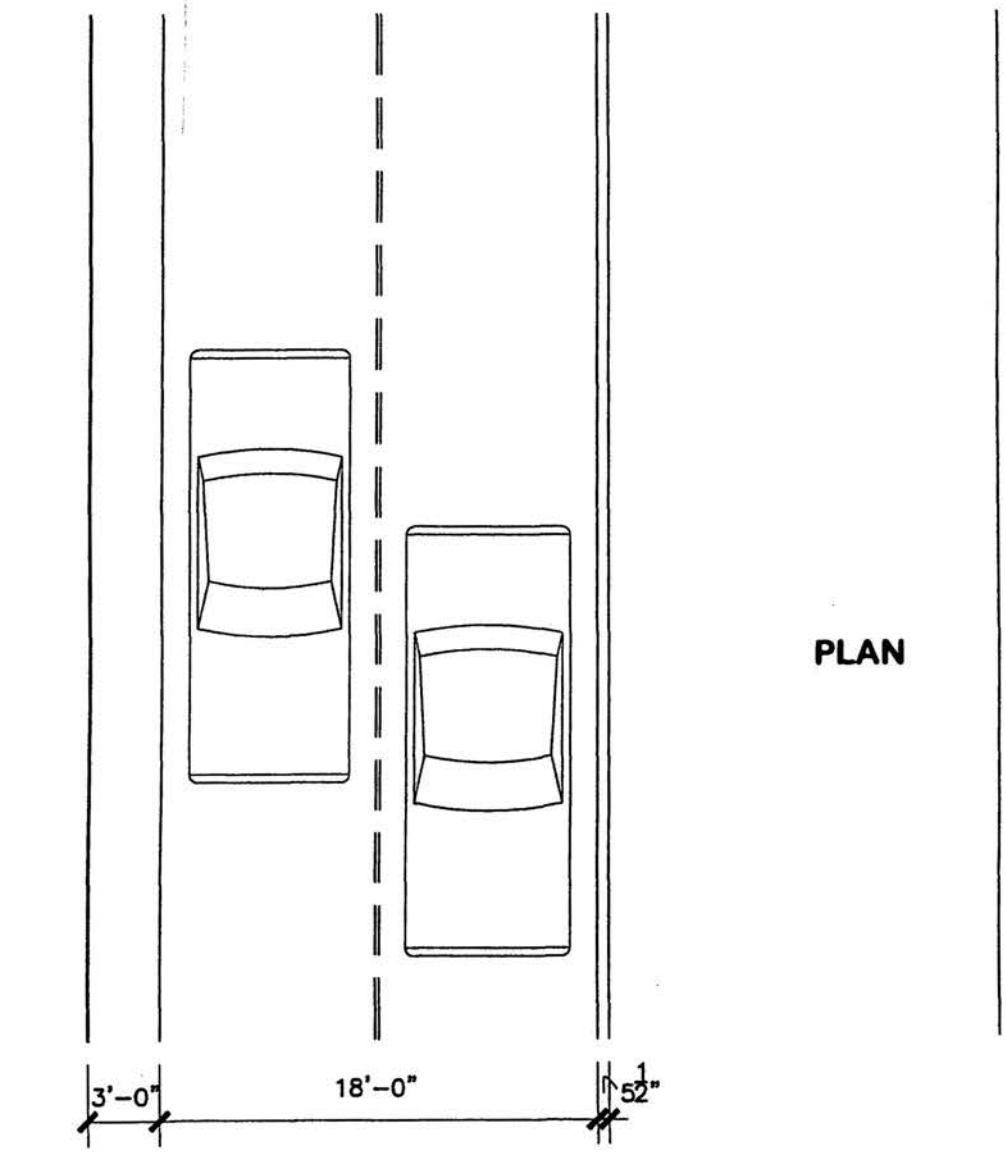
7. For evening events at the school, parents will use Burke's garage. The school will make available off-site parking and complimentary shuttle service for the evening events at which we expect Burke attendance to exceed what the school garage can accommodate on site. For afternoon and evening events, no students or families may park on the residential streets adjacent to the school.

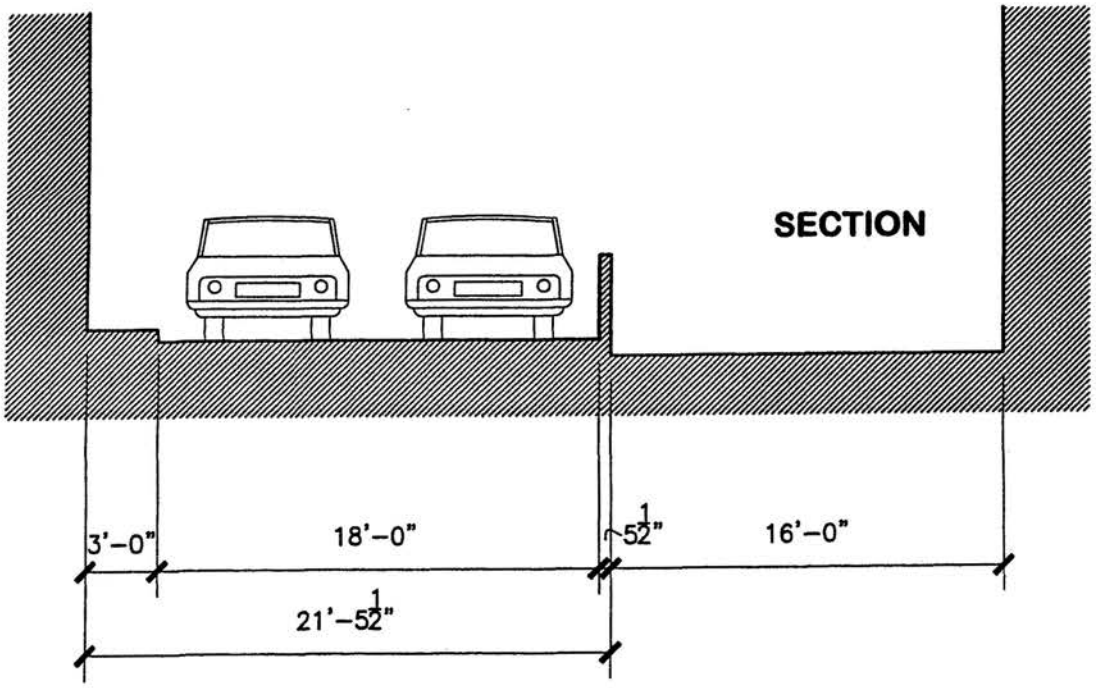
8. The Compliance Plan and the Schedule of Penalties will be strictly enforced.

I have read and understood the expectations stated above regarding travelling to and from school. I pledge to abide by them. I also understand that continued enrollment at the school is contingent upon abiding by the restrictions found in the pledge.

Name: _____
Student's Name and Grade: _____
Date: _____







FRANK SCHLESINGER ASSOCIATES

EDMUND BURKE SCHOOL
6-11-01 SCALE: 1/8"=1'-0"



GOROVE/SLADE ASSOCIATES, Inc.
Suite 700 / 1140 Connecticut Ave. NW / Washington, DC 20036
Phone: (202) 296-8625
Fax: (202) 785-1276
Toll Free: (888) 212-4242

TECHNICAL MEMORANDUM

TO:	Walter Ailes	Edmund Burke School
	David Shapiro	Edmund Burke School
CC:	Phil Feola	Shaw Pittman
	Sarah Shaw	Shaw Pittman
	Pete Wilson	JFW, Inc.
FROM:	Erwin N. Andres	
	Chad A. Baird	
	Louis J. Slade, P.E.	
DATE:	June 15, 2001	
SUBJECT:	Traffic Implications associated with the Approved Burke School Population	

INTRODUCTION

This technical memorandum presents an analysis to determine the traffic implications associated with reducing the existing student enrollment of 299 students to the approved level of 270 students. The reduction of 29 students will not have a significant impact in reducing the amount of traffic to the school and surrounding neighborhood. The limiting factor of insufficient stacking will continue to constrain the ability of the subject site to serve Burke School-related vehicles during the AM and PM peak periods.

TRIP GENERATION

As identified in the Gorove/Slade traffic report dated April 10, 2001, the existing trip generation of the school is based on the arrival and departure patterns associated with a Burke School population of 299 students and 60 faculty and staff. As part of this comparative analysis, the trip generation for the approved level of 270 students and 35 faculty and staff was determined. Table 1 presents a comparative summary of the trips generated for existing conditions and for a level associated with 270 students and 60 faculty and staff.

Based on Table 1, the reduction in total traffic is a reduction in 28 vehicles during the AM peak hour and 22 during the PM peak hour. This reduction in vehicles to the school will have an impact of reducing the number of vehicles parked in the neighborhood and the number of vehicles approaching the school. The impact of this reduction consists of minimal reductions of traffic on Upton Street and in the public alley adjacent to the existing school building. During the AM peak hour at the approved Burke School level, there will be 6 fewer vehicles approaching the school via the public alley and 6 fewer

vehicles approaching the school on Upton Street. Similarly, during the PM peak hour, there will be 4 fewer vehicles approaching the school via the public alley and 5 fewer vehicles approaching the school on Upton Street. Table 2 presents a comparative summary of existing volumes in the public alley and on Upton Street.

Table 1
Existing and Approved Trip Generation Summary

	Students & Faculty/Staff	Weekday AM Peak Hour Trips			Weekday PM Peak Hour Trips		
		Enter	Exit	Total	Enter	Exit	Total
Existing Students	299	131	110	241	88	105	193
Existing Faculty/Staff	60	36	0	36	0	30	30
Total Existing Trip Generation (Faculty/Staff Plus Students)	359	167	110	277	88	135	223
Students at the Approved Level	270	118	99	217	79	95	174
Faculty/Staff at the Approved Level	35	21	0	21	0	18	18
Trip Generation at the Approved Level (Faculty/Staff Plus Students)	305	139	99	238	79	113	192

Table 2
Existing and Approved Burke School Related-Trips on Neghborhood Streets

Location	Number of Existing Burke School Trips	Number of Burke School Trips at Approved Level	Number of Existing Burke School Trips	Number of Burke School Trips at Approved Level
	AM Peak Hour		PM Peak Hour	
Southbound Traffic in Public Alley	65	59	35	31
Eastbound Traffic on Van Ness Street	65	59	35	31
Westbound Traffic on Upton Street approaching the school	70	64	53	48
Overall Traffic on Upton Street	111	99	109	97

The existing traffic volumes are presented in Figure 1 and the volumes associated with the approved Burke School level are presented in Figure 2.

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DATE LAST MODIFIED: 05/15/01

View Number: 1

Figure 1
Existing Traffic Volumes

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DATE LAST MODIFIED: 05/15/01

View Number: 2

Figure 2
Traffic Volumes Associated with Approved Burke School Population

CAPACITY ANALYSIS

A capacity analysis was performed to determine the existing and the approved population level Level of Service (LOS) for the AM and PM peak hours for intersections within the study area. The capacity analyses are based on methods outlined by the Transportation Research Board's Special Report 209: Highway Capacity Manual (HCM), 1997. Levels of service range from "A" (best) to "F" (worst).

TABLE 1

Existing Capacity Analysis Levels of Service (LOS)

Roadway Intersection	**AM Peak Hour**	**PM Peak Hour**
Signalized Intersection	***LOS***	***LOS***
VanNess Street and Connecticut Avenue	F	C
Tilden Street and Connecticut Avenue	B	C
Unsignalized Intersections	***LOS***	***LOS***
Upton Street and Connecticut Avenue		
Northbound Approach	B	C
Southbound Approach	B	C
Westbound Approach	F	F
Upton Street and 29th Street		
Northbound Approach	A	A
Southbound Approach	A	A
Eastbound Approach	A	A

TABLE 2

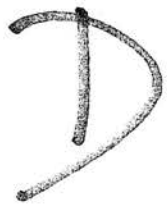
Capacity Analysis for Approved Burke School Level Levels of Service (LOS)

Roadway Intersection	**AM Peak Hour**	**PM Peak Hour**
Signalized Intersection	***LOS***	***LOS***
VanNess Street and Connecticut Avenue	F	C
Tilden Street and Connecticut Avenue	B	C
Unsignalized Intersections	***LOS***	***LOS***
Upton Street and Connecticut Avenue		
Northbound Approach	B	C
Southbound Approach	B	C
Westbound Approach	F	F
Upton Street and 29th Street		
Northbound Approach	A	A
Southbound Approach	A	A
Eastbound Approach	A	A

Because the reduction of traffic does not result in significant changes in the traffic levels at the study area intersections, all of the intersections will operate at the same Levels of Service with the approved Burke School population level. All of the intersections will operate at acceptable levels of service with the exceptions of VanNess Street/Connecticut Avenue and the westbound approach of Upton Street to Connecticut Avenue.

CONCLUSION

At the approved Burke School population levels, the traffic levels on Upton Street, VanNess Street, and the public alley are within the same levels of existing traffic volumes with the school at its current population levels. Because of the existing configuration of the school, the reduction of the traffic levels will have no impact on how and where parents can drop off their children, no impact on how much stacking is available for pick-up and drop-off operations and will have no impact on providing parking on campus. The benefits of the proposed Burke School expansion plan will consist of significantly increasing the amount of stacking space from 5 to 17, will provide 75 parking spaces on site as compared to the existing 25 on-site, and will provide a Connecticut Avenue access point that will redirect vehicles approaching the school via Upton Street and VanNess Street to Connecticut Avenue. These benefits would contribute significantly to improving existing operations and traffic levels around the Burke School. These benefits would not be realized if the Burke School population was reduced to approved levels and the school remains in its existing configuration.



SCHOOL BUS
PARKING PLAN FOR VISITING ATHLETIC TEAMS
(BEHIND EXISTING SCHOOL)



Document #: 1134997 v.1

SCHOOL BUS
PARKING PLAN FOR VISITING ATHLETIC TEAMS
(BEHIND EXISTING SCHOOL)





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PUBLIC ALLEY

30'-0"

BUS 1

BUS 2

8'-0"

EXISTING SCHOOL

PUBLIC ALLEY

ADDITION

Frank Schlesinger Associates Architects

Edmund Burke School

Scale: 1/16" = 1'-0"

21202.01



Performance Standards
Edmund Burke School

General Guidelines:

- Standards are based on daily averages over a five-day period and will allow 20% variance.
- Data will be collected on those days when classes are in session.
- Standards only apply to traffic directly associated with Edmund Burke School.
- Standards are based on counts during the peak hours indicated.
- Report of the weekly peak averages will be issued at monthly intervals to the Compliance Committee.

Peak Morning Hour 7:30-8:30AM

Upton average traffic during the morning peak will not exceed 21 vehicles.

Performance will be measured by:

- Off duty Police officer stationed at Upton/Alley intersection will verify that no Burke students are being dropped off along Upton.
- Automated control system with counter at the Upton private drive will record the number of cars exiting onto Upton.
- Shuttle drivers will complete a daily log of trips onto Upton Street.
- Periodic spot checks by independent traffic firm as retained by Compliance Committee may be conducted to confirm standards are being met.
- From a permanently mounted video camera there will be a tape record of the private drive and public alley as viewed toward Upton. The tape will be available for review.

Van Ness & Public Alley average traffic during the morning peak will not exceed 15 vehicles.

Performance will be measured by:

- Off-duty Police Officer stationed at Upton/Alley intersection will verify that no Burke students are being dropped off in the public alley.
- The off-duty Police Officers will complete a daily log of parking counts behind the existing school before and after the morning peak. The difference will be included in the Van Ness/Public Alley count.
- From a permanently mounted video camera there will be a tape record of the public alley and existing rear parking as viewed toward Van Ness. The tape will be available for review.
- Periodic spot checks by independent traffic firm as retained by Compliance Committee may be conducted to confirm standards are being met.

Performance Standards
Edmund Burke School

Afternoon Peak Hour 3:00-4:00PM

Upton average traffic during afternoon peak will not exceed 97 vehicles.
Performance will be measured by:

- Off duty Police Officer stationed at Upton/Alley intersection will verify that no Burke students are being picked-up along Upton.
- The off-duty Police Officer will complete a daily log of parking counts behind the existing school before and after the afternoon peak. The difference will be included in the Upton count.
- Automated control system with counter at Upton private drive will record the number of cars exiting onto Upton.
- From a permanently mounted video camera there will be a tape record of the private drive and public alley as viewed toward Upton. The tape will be available for review.
- Periodic spot checks by independent traffic firm as retained by Compliance Committee may be conducted to confirm standards are being met.

Van Ness & Public Alley average traffic during afternoon peak will not exceed 11 vehicles.
Performance will be measured by:

- Off duty Police officer stationed at Upton/Alley intersection will verify that no Burke students are being picked-up in the public alley.
- From a permanently mounted video camera there will be a tape record of the public alley and existing rear parking as viewed toward Van Ness. The tape will be available for review.
- Periodic spot checks by independent traffic firm as retained by Compliance Committee may be conducted to confirm standards are being met.

Combined Morning and Afternoon Peak

Average vehicle traffic entering during peak hours will not exceed 105 AM or 86PM.
Performance will be measured by:

- Automated control system with counter at Conn. Ave entrance will record the number of cars entering into the private drive or parking garage system.
- Periodic spot checks by independent traffic firm as retained by Compliance Committee may be conducted to confirm standards are being met.

June 11, 2001

Peter M. Wilson
Project Manager
JFW, Inc
19650 Club House Road
Suite 203
Montgomery Village, Maryland 20886

Dear Mr.Wilson:

We are happy to be able to grant your request for a bus bay at the Van Ness-UDC Rail Station. I have enclosed an executed copy of our standard private service provider license agreement. It includes two copies of the signature page (page 6). Please sign both copies of page 6, and return one of them to me for my records.

You have been assigned Bay D. Please advise your drivers to use only the assigned bay. Also, please be sure to schedule your bus trips so that only one of your buses is in the terminal at a time. You probably will want to give each driver a copy of the enclosed *Procedures and Rules for Use of WMATA Bus Bay Facilities* to be sure they understand their responsibilities with respect to our license agreement.

Sincerely,

David Brlansky
Office of Planning and Administrative Support

Washington Metropolitan Area Transit Authority

600 Fifth Street, NW
Washington, D.C. 20001
202/962-1234

By Metrobus:
Routes D6, P6, 80, X2

By Metrorail:
Judiciary Square-Red Line
Gallery Place-Chinatown
Red, Green and
Yellow Lines

A District of Columbia, Maryland and Virginia Transit Partnership

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F

LICENSE AGREEMENT
USE OF WMATA BUS BAYS AT METRORAIL STATIONS

This is a LICENSE AGREEMENT, dated 6/11/01, between the Washington Metropolitan Area Transit Authority (hereinafter "WMATA" or "the Authority") and JFW, Inc for Edmund Burke School Shuttle (hereinafter "User" or "Licensee").

WITNESSETH:

WHEREAS, the Authority was created by the WMATA Compact as an instrumentality and agency of Maryland, Virginia, and the District of Columbia to provide transit services, and to provide coordination between other transit providers for a regional transportation system for the area described in the Compact as the Washington Metropolitan Area Transit Zone (hereinafter "Zone"); and

WHEREAS, WMATA Compact member jurisdictions are operating local bus systems and alternative transportation modes, and these systems provide needed transit service and serve Metrorail stations to the benefit of the region and WMATA; and

WHEREAS, it has been determined by the Authority's Board of Directors that the use of WMATA bus bays at Metrorail Stations by Compact member jurisdictions and other Non-WMATA transit providers would serve the best interest of mass transportation within the Zone; and

WHEREAS, the Licensee has requested authorization from the Authority to utilize certain WMATA facilities to load and unload the Licensee's transit passengers; and

WHEREAS, WMATA has determined that there is sufficient capacity for Licensee to use WMATA facilities and that the Licensee has met the requirements and guidelines established by WMATA for the approval of use of WMATA bus bay facilities;

NOW THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

As used herein:

(a) "Licensee" shall mean any signatory of a contract with WMATA for use of WMATA facilities, and includes all personnel, employees, contractors, or agents of the licensee.

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(b) "Park" shall mean the halting of a vehicle on a roadway or other area while not actually engaged in receiving or discharging passengers, except when halted in obedience to traffic regulations, signs or signals, and without regard to the presence or absence of the driver.

(c) "Permission" shall mean permission granted by the WMATA street supervisor or other supervisory personnel, except where otherwise specifically provided.

(d) "Stand" shall mean to halt a bus for the purpose of loading or unloading or for waiting in position to load or unload.

(e) "Street Supervisor" shall mean the person or persons designated by WMATA to exercise the powers and functions vested in this License Agreement, and/or an authorized representative or representatives identified by uniform or proper identification cards.

(f) "Vehicle" shall mean a self-propelled highway vehicle designed and constructed for the carriage of passengers for hire, employing as a source of motive power (either directly or by electrical transmission) a reciprocating or rotary internal-combustion or turbine engine utilizing as fuel gasoline, diesel oil, or any other substance utilized by highway vehicles for fuel, and having overall dimensions not in excess of the following: length, sixty (60) feet, width, one hundred two (102) inches; height, twelve (12) feet eight (8) inches and having a maximum gross loaded weight not in excess of forty thousand (40,000) pounds avoirdupois, distributed to provide no more than twenty thousand (20,000) pounds per axle; provided, however, that larger or heavier passenger-carrying vehicles may be operated at WMATA facilities by prior written mutual consent of WMATA and the operator. Vehicles shall include automobile, vans, and buses.

(g) "WMATA" shall mean Washington Metropolitan Area Transit Authority.

(h) "WMATA Facilities" or "facilities" shall mean bus bays and adjacent areas located at WMATA Metrorail stations.

2. DESCRIPTION OF FACILITIES TO BE USED

This agreement grants the Licensee the right to pick up and discharge its passengers at WMATA owned bus bay(s) adjacent to Metrorail stations at the designated location agreed upon and at the specified times as stated in Attachment A; subject to enumerated limitations, if any, regarding the number, dimensions, and axle weight of vehicles using each bus bay.

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JAMES F WILSON, INC.

3. USE OF FACILITIES

The Licensee may use the WMATA facility for the sole purpose of pickup and discharge of passengers. Use of the WMATA Facility shall be in accordance with WMATA's "PROCEDURES AND RULES FOR USE OF WMATA BUS BAY FACILITIES AT METRORAIL STATIONS" which are attached to this agreement as Attachment B and incorporated herein and which will be amended from time to time as needed with thirty (30) days notice to the Licensee prior to the effective date of any amendment. No vehicle may be used at any WMATA facility unless that vehicle is in compliance with the laws of the jurisdiction where that facility is located. The Licensee's operators must be licensed in accordance with the laws of the applicable jurisdiction, adequately trained by the licensee in the operation of the vehicle, and knowledgeable of WMATA's "PROCEDURES AND RULES FOR USE OF WMATA BUS BAY FACILITIES AT METRORAIL STATIONS". The Licensee is prohibited from engaging in any activity on WMATA property which is not specifically provided for in this agreement. WMATA may cause immediate removal of any disabled vehicle on or near its property if such removal is necessary for orderly flow of traffic. The Licensee shall bear the risk of damage to the vehicle, and reasonable value of the cost of such vehicle removal shall be paid by the Licensee to WMATA within 30 days. Where practicable, the Licensee will be given the opportunity to remove the vehicle.

4. TERMINATION OR MODIFICATION

This agreement may be terminated at any time by WMATA and the Licensee by formal notice to the other party thirty (30) days prior to termination. This agreement may be modified at any time by mutual agreement of the parties. A termination of this agreement does not relieve the Licensee of its obligation to provide liability insurance, indemnity or self-insurance for claims, injuries or suits based on events occurring prior to the termination of this Agreement.

5. AUTHORITY TO TERMINATE OR MODIFY

For WMATA, the authority to terminate or modify this agreement rests with the General Manager, or the General Manager's designee. For the Licensee, such authority rests with Peter Wilson, Project Manager
(Name and Title)

6. MAINTENANCE OF FACILITIES

The Authority will be responsible for all routine maintenance of its facilities resulting from normal wear and tear by its own vehicles and those belonging to the Licensee, but shall not be liable to the Licensee for any damage to vehicles or facilities resulting from any failure to maintain. The Licensee shall be solely responsible for the costs of repair and/or replacement of any WMATA facility

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which may be damaged or destroyed by the acts or omissions of the Licensee or its employees, agents, or representatives. In such instances, WMATA will perform the work required, and the cost thereof shall be paid by the Licensee to WMATA within 30 days of billing by WMATA.

7. CAPITAL EXPENDITURES

If the Licensee requires facility enhancement such as signs, passenger shelters, lighting, etc. at any WMATA facility, a written request for such improvement shall be made to WMATA's Director of Planning. If WMATA approves such request, the design and installation shall be accomplished by the Licensee in accordance with WMATA's specifications and shall be approved by WMATA prior to installation. The Licensee shall bear all costs of such installation after which WMATA will take full ownership of the installation and assume responsibility for maintenance as described in paragraph 6 above.

8. PUBLIC SAFETY-POLICE FUNCTION

The Authority does not, by virtue of this agreement, undertake any responsibility other than that already required by law, if any, to provide police and/or public safety protection to the Licensee's passengers.

9. EMERGENCIES

WMATA, in emergency situations, may restrict, modify, or prohibit the Licensee or Licensee's passengers access to WMATA facilities. An emergency situation may be declared at the sole discretion of the WMATA Street Supervisor or other authorized WMATA personnel identified by uniform or proper identification cards, at any time there is a threat to public health and safety as determined by standards and guidelines established by the jurisdiction where that facility is located or by WMATA. WMATA shall inform the Licensee as soon as possible of the emergency situation and of the restrictions that have been instituted at the facility. Licensee personnel shall comply with any instruction from the authorized WMATA personnel regarding use of the facility in an emergency situation.

10. LIABILITY, INDEMNIFICATION, AND INSURANCE

(a) WMATA shall be relieved from all liability for damages to persons and property resulting from the acts or omissions of the Licensee, its contractor or its subcontractor, employees or agents arising out of the use of WMATA property under this Agreement.

(b) The Licensee certifies by execution of this agreement that it or its contractor has in effect, and that it or its contractor will continue to maintain so long as this license is in effect, liability insurance coverage, for claims, demands and suits that occur as a result of the licensed use, as follows:

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(1) Commercial General Liability Insurance: A standard Commercial General Liability Insurance Policy or its equivalent or better issued to and covering the liability for all operations under or in connection with this Agreement and all obligations assumed under this Agreement. The coverage under such an insurance policy, or policies shall not have less than the following limits: PERSONAL INJURY AND PROPERTY DAMAGE LIABILITY $1,000,000. COMBINED SINGLE LIMIT EACH OCCURRENCE

(2) Automobile Liability Insurance: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicle appropriate to the circumstances in which they are used as required by the Motor Vehicle Laws of the District of Columbia, Maryland or Virginia. The coverage under such policy or policies, shall not be less than a COMBINED SINGLE LIMIT FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE OF $5,000,000 FOR EACH OCCURRENCE.

(3) WMATA shall be named as an additional insured under the coverage for Commercial General Liability Insurance and Automobile Liability Insurance. A certificate of insurance for each policy shall be provided to WMATA for its approval prior to the execution of this agreement and use of the bus bay facilities. In addition to any provisions herein before required, a provision of such insurance policies shall not be changed or canceled and they will automatically be renewed upon expiration and continue in full force and effect, unless WMATA is given thirty (30) days written notice before any change or cancellation is made effective. Insurance companies providing the coverage must be rated by A.M. Best and carry at least an "A" rating.

(c) The Licensee agrees to save and keep harmless, indemnify and defend WMATA against any and all liability claims, and the costs, damages, fines and legal expenses arising from any occurrence which may hereafter result in injury, damage or death to a person or persons, or to loss or damage to property occurring in or about the aforesaid WMATA facilities caused in whole or in part by the Licensee, its contractor or subcontractor, employees, agents, or representatives.

This agreement is not intended to waive in any way the sovereign immunity of WMATA or the Licensee (if applicable) as to any claim, action, or demand by a third party.

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11. ASSIGNMENT AND SUBCONTRACTING

The Licensee shall not sell, transfer, mortgage, pledge, assign or subcontract this Agreement or any part thereof without the prior written consent of WMATA. Any such sale, assignment or transfer of its interest which is not in compliance with the provisions of this Agreement shall be of no effect and void.

12. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Licensee shall comply with all applicable laws, rules and regulations, whether Federal, State or County, relating to this Agreement.

This agreement constitutes the entire agreement between WMATA and the Licensee on the subject matter.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed on their behalf by their respective authorized representatives as of the date first above written.

ATTEST:

By: David Erlandson Date: 6-11-01
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

ATTEST:

By:_____ Date: _____

_____
(Company)

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ATTEST:

By: David Erlandson Date: 6-11-01

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

ATTEST:

By: Dale Wilson Date: 6/29/2001

TFW Inc

(Company)

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ATTACHMENT A

DESIGNATION OF BUS BAY

The Washington Metropolitan Area Transit Authority (WMATA), under the terms and conditions of the attached executed License Agreement, hereby grants permission to: JFW, Inc. for Edmund Burke School Shuttle for use of bus bay D at the Van Ness-UDC Metrorail station, on the following date(s) Continuous

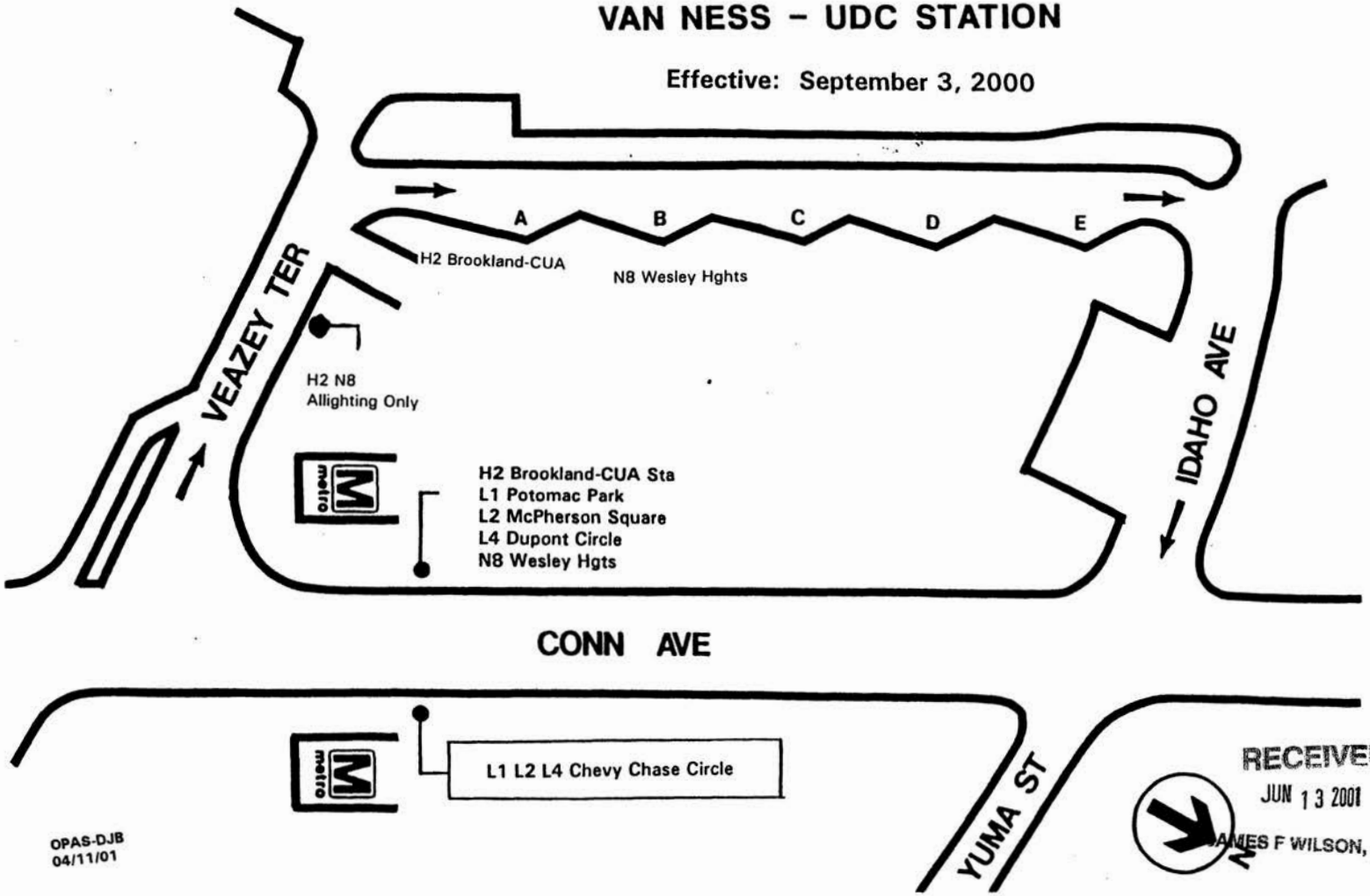
Restrictions or limitations:

Please see the attached station site plan for the location of the assigned bus bay.

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VAN NESS – UDC STATION

Effective: September 3, 2000



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04/11/01

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