

SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND NATIONAL RAILROAD PASSENGER CORPORATION (“AMTRAK”)

[Press Release](#)

I. INTRODUCTION

1. The United States of America (“United States”) intends to bring an action against the National Railroad Passenger Corporation (“Amtrak”) to enforce Title II of the Americans with Disabilities Act of 1990, as amended (“ADA”), 42 U.S.C. § 12131-12165, and its implementing regulation, 49 C.F.R. Part 37, *United States v. Amtrak* (the “Civil Action”). The United States alleges Amtrak violated Title II of the ADA by failing to make the existing stations¹ for which it is responsible in its intercity rail transportation system readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, per the U.S. Department of Transportation Standards for Accessible Transportation Facilities (“DOT Standards”), 49 C.F.R. §§ 37.9 and 37.43, and 49 C.F.R. Part 37, Appendix A. The United States further alleges this has harmed passengers with disabilities using or seeking to use Amtrak’s services. Amtrak denies these allegations and asserts that it is, and has been, committed to complying with the ADA and to accommodating individuals with disabilities, but it enters into this Settlement Agreement (“Agreement”) voluntarily in order to continue in good faith to devote significant resources to improve transportation services to passengers with disabilities as it has for several years, rather than in litigation.

2. The United States and Amtrak (collectively, the “Parties”) agree that it is in the Parties’ best interests, and the public’s interest, to resolve this matter on mutually agreeable terms. The Parties acknowledge and agree that the fact that Amtrak has entered into this Agreement should not be considered an admission or evidence of guilt

or liability. The Parties therefore agree and stipulate to enter into this Agreement to resolve the United States' complaint against Amtrak.

II. AMTRAK

3. Amtrak operates at approximately 500 stations across 46 states and the District of Columbia, and is a corporation organized under the laws of the District of Columbia. 49 U.S.C. § 24301(a)(2). The parties agree that Amtrak is deemed a “public entity” for purposes of the ADA, 42 U.S.C. § 12131(1)(C) and 49 C.F.R. § 37.3, that is subject to Title II of the ADA and its implementing regulations, 28 C.F.R. Part 35 and 49 C.F.R. Parts 37 and 38.

III. TERMS

4. Amtrak will comply with Title II of the ADA, 42 U.S.C. §§ 12131-12165, and its implementing regulation, 49 C.F.R. Parts 37, and will modify its policies, practices, and procedures, to the extent set forth herein, when such modifications are necessary to bring its intercity rail transportation service into compliance with Title II of the ADA.
5. Amtrak will take steps, where expressly required by this Agreement, to inform its agents, vendors, contractors, and service providers that each must comply with Title II of the ADA and its accessible transportation requirements.
6. Amtrak will not retaliate against or coerce in any way any person who has tried or tries to exercise his or her rights under this Agreement or Title II of the ADA.
7. When Amtrak constructs any new station, Amtrak shall construct it to be readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, unless Amtrak can demonstrate that it is structurally impracticable, as required by 42 U.S.C. § 12162(e)(1) and 49 C.F.R. § 37.41.
8. Consistent with the terms set forth in this Agreement, Amtrak shall make existing stations for which it is responsible readily accessible to and usable by individuals with

disabilities, including individuals who use wheelchairs, as required by 42 U.S.C.

§ 12162(e)(2)(A)(i) and 49 C.F.R. § 37.49.

9. When Amtrak alters an existing station or part of an existing station in a way that affects or could affect the usability of the facility or part of the facility, Amtrak shall make the alterations “in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, upon the completion of such alterations,” as required by 42 U.S.C. § 12162(e)(2)(B)(i) and 49 C.F.R. § 37.43. When Amtrak undertakes an alteration that affects or could affect the usability of or access to an area of a facility containing a primary function, Amtrak “shall make the alterations in such a manner that, to the maximum extent feasible, the path of travel to the altered area and the bathrooms, telephones, and drinking fountains serving the altered area, are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs,” if the cost and scope of doing so would not be disproportionate, as required by 42 U.S.C. § 12162(e)(2)(B)(ii) and 49 C.F.R. § 37.43(a).

ADA Stations Program (“ADASP”)

10. Amtrak alleges it has expended hundreds of millions of dollars improving access to its trains in a variety of ways. Beginning in 2009, Amtrak implemented the ADA Stations Program (“ADASP”), through which Amtrak plans for the design and construction of ADA-compliant station facilities, including buildings, passenger platforms, and parking. Under the current ADASP, Amtrak prioritizes projects as follows:
- A. The 24 stations originally identified as having significant known or potential accessibility deficiencies, attached as [Exhibit 1](#);
 - B. Passenger Information Display Systems (“PIDS”). PIDS provide both audio and visual messages for passengers, including passengers with disabilities. A list of stations for which Amtrak has ADA responsibility or is voluntarily installing PIDS is attached as [Exhibit 2](#) (many of which have already been installed);

- C. Additional stations with known or potential building access or key amenity deficiencies (such as entrances, restrooms, or ticket counters); and
- D. Ensuring access to all accessible cars in each Amtrak train servicing a station in an integrated setting, by providing level-entry passenger platforms where legally required, or, with the Federal Railroad Administration's (FRA) approval of a proposed plan, by an alternate means of achieving access to all accessible cars in each Amtrak train servicing the station to the maximum extent feasible, as required by 42 U.S.C. § 12162(e)(2)(B)(i) and 49 C.F.R. § 37.43.
11. Consistent with Amtrak's mission, and the terms in this Agreement, Amtrak will continue to expand on its existing ADASP (including with the deliverables identified in Paragraphs 12-16), which will also include a rolling ADASP Five Year Strategic Plan (*see* Paragraphs 17-18) and an ADASP Sunset Analysis (*see* Paragraph 19).
12. Property Surveys. As of the Effective Date of this Agreement, Amtrak agrees that it has completed Property Surveys and/or will conduct any needed title and public record data searches for all of the station facilities in [Exhibit 3](#) for which Amtrak has ADA responsibility. ² These Property Surveys document property lines and ownership of each such station and its surrounding area and help determine Amtrak's legal responsibilities under the ADA. Nothing in this Paragraph is intended to restrict or limit Amtrak from performing additional Property Surveys determined to be necessary in the future or to require Amtrak to conduct any Property Surveys where it no longer has ADA responsibility.
13. ADA Assessments. By December 31, 2022, Amtrak agrees to complete ADA Assessments for the station facilities in Exhibit 3 where Amtrak has sole or shared responsibility for ADA compliance, documenting the ADA noncompliance at each of these station facilities unless, following a Property Survey or the receipt of other reliable or material information, the Parties agree that Amtrak does not have ADA responsibility for all or part of a station. For station facilities for which Amtrak acquires sole or shared responsibility for ADA compliance after the Effective Date of this Agreement,

Amtrak shall have 12 months from the date it acquires ADA responsibility for that station facility to complete any needed ADA Assessment. Nothing in this Paragraph limits Amtrak from performing additional ADA Assessments it determines to be necessary, even if Amtrak does not have responsibility under the ADA for all or part of a station facility.

14. PIDS Deployment. Amtrak will continue its program of deploying PIDS at the stations set forth in Exhibit 2 in accordance with the ADA and the DOT Standards, § 810.7, to the extent that it does not already have PIDS. For purposes of this Agreement, PIDS deployment at a station will be considered to have been completed as soon as the system is in use.
15. Timeline for Station Facility Remediation. Amtrak will continue to eliminate station accessibility deficiencies with respect to station facilities for which Amtrak has continuing ADA responsibility, including by installing additional PIDS as set forth in its plan and in Exhibit 2, and completing building, passenger platform, and parking construction in accordance with the ADA and the DOT Standards (dimensions are subject to conventional industry tolerances, except where the requirement is stated as a range with specific minimum and maximum end points, pursuant to DOT Standards § 104.1.1), as set forth below. However, the listed mega stations, while subject to the obligation to be accessible (*see* Paragraph 8), due to their size and complexity, are exempt from the remediation timelines set forth in this Agreement.³
 - A. Amtrak will undertake and complete 100% design⁴ documents for station accessibility for at least 15 stations (not including stations with only PIDS deficiencies) per year for the duration of this Agreement until the number of stations needing design documents is exhausted.
 - B. The Parties agree that Amtrak cannot commence station construction or deploy PIDS until it receives formal approvals, acceptances, permits, consents, and agreements (“Approvals”) from external agencies and third parties that are not within Amtrak’s control. These may include Approvals from FRA (except for

PIDS deployment, which FRA does not review), State Historic Preservation Officers, state environmental regulators, utilities, labor unions, other third parties whose property or legal interests may be affected by the proposed work, or agencies or officials whose approval FRA deems necessary or whose authority Amtrak is subject to with respect to station construction.

- C. Amtrak will initiate the process for obtaining all required Approvals for station construction and PIDS deployment as soon as practicable and in accordance with normal construction and design practices after the completion of the 100% design documents, and from individuals or entities other than FRA, after FRA acceptance (except for PIDS deployment, which FRA does not review).
- D. Amtrak will attempt to obtain all requisite Approvals within 180 days after completion of the 100% design documents. However, this 180-day timeline is not binding if Amtrak seeks but fails to receive required Approvals within that time period. Amtrak shall reasonably respond to FRA or any other agency, whose authority Amtrak is subject to with respect to building, passenger platform, PIDS, or parking construction (an “Authorizing Agency”), that has objections or has provided comments requiring a response, and shall comply with all reasonable Authorizing Agency requests related to obtaining Approvals within all applicable time frames. Amtrak’s time for completing station construction (set forth below) will not begin to run until all required Approvals have been obtained.

- 16. Once all required Approvals are finalized, and Amtrak is authorized to begin construction, Amtrak will have 36 months to complete all station construction included in the project’s scope for which Approvals were finalized. Amtrak will comply with Title II of the ADA and the DOT Standards, subject to this Agreement, in completing alterations to the station facilities for which Amtrak has responsibility, will deploy PIDS (if any), and also will also complete alterations at least to the path of travel from the parking (if provided) or drop-off point for Amtrak passengers to the platform.

ADASP Five Year Strategic Plan

17. Amtrak's ADASP Five Year Strategic Plan outlines the strategy and tasks that Amtrak plans to implement and complete during the following fiscal year (starting on October 1), as well as the tasks planned for the subsequent four fiscal years. Each year during this Agreement, Amtrak will update its ADASP Five Year Strategic Plan to plan as to how Amtrak will make all of those station facilities for which Amtrak is responsible accessible to and usable by individuals with disabilities, to the maximum extent feasible. Amtrak will submit a draft to DOJ and FRA in accordance with deadlines established by FRA. DOJ will provide any feedback, in writing, within 45 days of receipt. Amtrak will send the final FRA-approved ADASP Five Year Strategic Plan to DOJ approximately annually, and Amtrak will consider and respond to comments from DOJ on that FRA-approved plan when developing the following year's ADASP Five Year Strategic Plan. Amtrak will adopt the ADASP Five Year Strategic Plan each year in accordance with deadlines as established by FRA.
18. Amtrak will plan its projects so that all of the station facilities for which Amtrak is responsible are accessible to and usable by individuals with disabilities. Amtrak will use the Prioritization Tool (originally created by FRA and now maintained by Amtrak and which may change from time to time by agreement between Amtrak and FRA). The Prioritization Tool currently prioritizes the following:
- A. Alterations to station facilities (including buildings, passenger platforms, or parking) that will have a significant impact on access to individuals with disabilities, including: buildings, passenger platforms, or parking with a path-of-travel deficiency; buildings with key amenity deficiencies (such as entrances, restrooms, or ticket counters); inaccessible parking; passenger platforms where level boarding is required by law but does not exist; and stations that have legal deficiencies in the provision of audio and visual messages to passengers with hearing or vision disabilities; and
 - B. Modifications to station facilities at stations with high ridership.

ADASP Sunset Analysis

19. Prior to the Effective Date of this Agreement, Amtrak created and produced to DOJ and FRA an ADASP Sunset Analysis based on the current, existing FRA-approved Prioritization Tool that plans and prioritizes major station accessibility projects in its system. Amtrak will update the ADASP Sunset Analysis in 2022, and if requested by DOJ or FRA again in 2026. Amtrak will submit the ADASP Sunset Analysis to DOJ and FRA. Amtrak's ADASP Sunset Analysis will utilize the Prioritization Tool to identify the remaining accessibility deficiencies at station facilities for which Amtrak is responsible (Exhibit 3) and include a general estimate of the anticipated cost and timing for remediation based on the assumption that Amtrak will not face material obstacles in obtaining Approvals or in the remediation/construction project.

ADA Training

20. Amtrak alleges it has always had a robust, multifaceted ADA training program. Prior to the Effective Date of this Agreement, Amtrak developed a training program for its customer-facing employees whose primary job requirements include interaction with passengers, i.e., Conductors and Assistant Conductors, Customer Service Representatives, Station/Ticket Agents, Customer Service staff, Red Caps, Ushers, Gatemen, Baggage Handlers, Service Attendants, Lead Service Attendants, Train Attendants, and Reservation Sales Agents ("Covered Employees"), on ADA requirements as Amtrak determined are applicable and appropriate to their respective job functions and work locations, including training on providing appropriate assistance to passengers with disabilities. Amtrak provided these ADA training materials to DOJ for its review, DOJ provided written feedback, and Amtrak made changes as appropriate. Prior to the Effective Date of this Agreement, Amtrak has commenced training for Covered Employees, and will prioritize Conductors and Assistant Conductors. Training may be live, or in the form of written, computer-based, or other reasonable means of training. Absent circumstances reasonably outside of Amtrak's control, e.g., an extended leave of absence, all Covered Employees will be provided with such training within three years of commencement of training, and approximately every two years thereafter throughout the duration of this Agreement.

21. Amtrak will provide ADA training to newly hired Covered Employees within 60 days of their start date as a Covered Employee in a relevant position absent circumstances reasonably outside of Amtrak's control or, if the relevant training for the particular position is already scheduled to occur within 120 days of their start date, then by that date.
22. Amtrak will maintain records showing the dates and length of training, instructors, and attendees, including job titles.
23. For Covered Employees who do not receive training within the applicable timeframes (e.g., due to medical leave of absence, or other circumstances causing them to miss and/or be unable to attend the training), Amtrak will provide training to such persons within 60 days of their availability (for instance, from their full-time return from leave).

ADA Complaint Procedures

24. Amtrak's Customer Relations Department and, as applicable, its Office of EEO Compliance (a/k/a the Office of HR Compliance), which handles civil rights issues, including ADA Complaints from passengers or potential passengers with disabilities, will identify, track, and respond to ADA Complaints made or referred to the Customer Relations Department or Office of EEO Compliance, as described below. An "ADA Complaint" is defined as an ADA-related complaint made by or on behalf of a passenger or potential passenger with a disability. Amtrak will not be in violation of this Agreement for any issues related to the handling or maintaining of an ADA Complaint unless the ADA Complaint alleges facts that, if true, would constitute a violation of the ADA. Within 30 days of the Effective Date of this Agreement, Amtrak will ensure its website provides contact information for submitting ADA Complaints and feedback (including a telephone number, mailing address, and an electronic mail address or electronic link). These complaint procedures apply only to complaints directed to Amtrak, and do not, for example, apply to complaints directed or brought to DOJ, DOT, FRA, or some other third party.

25. Amtrak will continue to accept ADA Complaints. Amtrak's Customer Relations Department or the Office of EEO Compliance, as applicable, will confirm receipt to the complainant of each ADA Complaint that is submitted through the assigned electronic mail address or electronic link through Amtrak.com as established pursuant to Paragraph 24 above within five business days, absent circumstances reasonably beyond the control of Amtrak. ADA Complaints received by Amtrak's Customer Relations Department by letter with author address information provided will be acknowledged in writing within 30 business days from the first business day it was received, absent circumstances reasonably beyond Amtrak's control. Amtrak's Customer Relations Department will respond to ADA Complaints within 45 days after receiving the complaint, or will communicate to the complainant why more time is needed to respond. For ADA Complaints handled by the Office of EEO Compliance, that office will send the complainant a final written response within 45 days after receiving the complaint, or will communicate to the complainant why more time is needed to respond.
26. ADA Complaints received by the Customer Relations Department will be maintained in a format that tracks: (A) each ADA Complaint; (B) the response, resolution, or referral of the ADA Complaint to the Office of EEO Compliance; and (C) where provided by the Complainant: the name of the complainant, the date of the incident, the train or thruway bus number/route or reservation number, and the location (e.g., address or station). Amtrak will implement and maintain a document retention policy to retain this ADA Complaint information for the duration of this Agreement. This information shall be made available within a reasonable period of time to the Vice President of Stations, Properties & Accessibility ("VPA") (*see* Paragraphs 29-31) or the VPA's designee, as well as upon request to DOJ and FRA. For ADA Complaints handled by Amtrak's Office of EEO Compliance, similar information (name, contact information, and a description or categorization of the complaint, resolution, and response) will be requested and, if provided, entered and maintained in the database utilized by that Office and similarly will be made available within a reasonable period of time to the VPA or the VPA's designee, as well as upon request to DOJ and FRA.

27. The VPA will periodically review the overall handling of ADA complaints by the Customer Relations Department and the Office of EEO Compliance to the extent the VPA believes sufficient, and identify complaint trends relevant to the ADA (*see* Paragraph 37).
28. As part of the standard onboarding process, Amtrak will train new customer-facing Customer Relations Department members to handle ADA Complaints in a manner that complies with this Agreement. Amtrak will also provide feedback, coaching, supervision, and/or discipline where it deems necessary because of a violation of Amtrak's policy or procedures related to the handling of ADA Complaints.

Amtrak Office of the Vice President of Stations, Properties & Accessibility

29. For the duration of this Agreement, Amtrak will maintain its Office of the Vice President of Stations, Properties & Accessibility and a VPA to head this Office. Over the course of this Agreement, the VPA position could become vacant. In such a situation, Amtrak will in good faith work to fill the position. Should more than two weeks pass, one or more persons will be assigned to act in a temporary capacity over this Office until the VPA position is filled. This Office will be responsible for coordinating Amtrak's efforts to comply with Title II of the ADA and this Agreement, including the passenger-related ADA efforts of Amtrak across all of its departments, with the authority to evaluate systemic ADA-trends and recommend systemic changes to remedy any ADA Complaint trends.
30. The VPA currently reports to Amtrak's Executive Vice President, Strategy & Planning, and serves as a liaison and resource to senior Amtrak management on Title II of the ADA and this Agreement. Should the VPA reporting structure change in the future, Amtrak will select the appropriate Executive Vice President to whom the VPA will report, and will notify DOJ of the change within a reasonable time. The VPA will convene bi-monthly meetings of Amtrak's ADA Executive Oversight Committee (or its equivalent), will invite Amtrak Vice Presidents and managers the VPA believes are

necessary for the meeting and to comply with this Agreement, and will maintain minutes at all meetings, to be provided to DOJ and FRA, upon request.

31. The VPA will have general oversight responsibility for Amtrak's work toward improved compliance with Title II of the ADA and compliance with this Agreement, including, for ADA projects, priorities, and issues, and, although not required by this Agreement, may also have responsibility for real estate matters. The VPA will provide to relevant Amtrak management overall direction for Amtrak's compliance with Title II of the ADA, with the assistance of other relevant Amtrak personnel; propose funding levels and timeframes for the ADASP; recommend and approve recommendations of proposed projects to be funded in the ADASP Five Year Strategic Plan that will go to Amtrak's ADA Executive Oversight Committee (or its equivalent); and recommend a target date for when Amtrak will complete the ADA stations remediation work set forth in the ADASP Sunset Analysis. The VPA (or, at Amtrak's discretion, the President/CEO or an appropriate Executive Vice President) will provide regular status updates to Amtrak's Board of Directors at least three times annually regarding Amtrak's implementation of and compliance with this Agreement.

FRA and DOJ Monitoring

32. Upon advance written notice, Amtrak will provide FRA and DOJ reasonable access to relevant information that each does not already possess through Amtrak staff, facilities, and documents to assist them in evaluating Amtrak's compliance with this Agreement. This reasonable access includes attendance by up to two designated DOJ representatives at meetings of Amtrak's ADA Executive Oversight Committee (or its equivalent). The Parties and FRA will continue to reasonably cooperate with one another. FRA and DOJ will be permitted to make reasonable unannounced inspections and visits of Amtrak operations and facilities, to the extent such operations or facilities are open to the public (and the visit or inspection does not create a safety issue) during the course of implementing this Agreement, including reasonable, unannounced testing.

33. FRA has regulatory oversight (to the extent permitted by law) over the relevant operations of Amtrak. This oversight responsibility means that FRA may, in its discretion:
- A. Review Amtrak's progress in making stations accessible, including thorough review of the documents provided by Amtrak and attending bi-monthly ADA Executive Oversight Committee (or its equivalent) meetings;
 - B. Review and accept Amtrak's annual ADASP Five Year Strategic Plan and ADASP Sunset Analysis;
 - C. Review and accept station design documents and construction plans for each relevant facility alteration Amtrak undertakes or allows to be undertaken;
 - D. Visit Amtrak stations to determine whether Amtrak has made stations for which it is responsible readily accessible to and usable by individuals with disabilities in accordance with the DOT Standards and this Agreement;
 - E. Observe on-site Amtrak operations related to passengers with disabilities and make recommendations for Amtrak's compliance with the ADA and this Agreement; and
 - F. Monitor, observe, or conduct inspections permitted by the terms of its grant with Amtrak or by law.
34. Amtrak currently uses qualified third-party contractors to conduct post-construction ADA assessments upon substantial completion for new or altered station facilities. For the duration of the Agreement, Amtrak will continue to conduct these post-construction ADA assessments, identify any issues that remain out of ADA compliance, and develop a plan to remediate any such issues. On an on-going basis, Amtrak will provide each completed post-construction ADA assessment to DOJ and FRA, and will provide to FRA information sufficient to describe Amtrak's plans to remediate any issues that remain out of ADA compliance. Upon request by DOJ, Amtrak will provide a current

list of approved third-party contractors who may conduct post-construction ADA assessments.

Thruway Bus Service

35. Any contract to provide all or part of Amtrak's dedicated thruway bus service (fixed route) during this Agreement will include the language related to ADA compliance in a form substantially similar to that which was approved by DOJ on September 11, 2018, requiring each front-line bus to be equipped with a working wheelchair lift, to undergo regular pre-trip inspections, and to have its wheelchair lifts, securements, and restraint devices maintained. This provision does not preclude Amtrak from incorporating additional language or provisions into its bus contracts. In the event that this language is rejected by a vendor, DOJ will reasonably and in good faith work with Amtrak and potentially, but only at Amtrak's request, the dedicated thruway bus service vendor to attempt to formulate acceptable language and find a reasonable alternative to the proposed language.

Document Maintenance and Reporting Requirements

36. Amtrak must maintain the following documents, to the extent they exist, for the duration of this Agreement:
37. Station-Specific Documents. For each station: (1) the ADA Assessment of the particular station's relevant facilities; (2) final designs and plans for ADA compliance; (3) documents regarding ADA construction and remediation (including bids, proposals, awards, approved plans, revisions, change orders, and close-out documents); and (4) descriptions of how passengers with disabilities will be boarded and de-boarded.
38. Compliance with Agreement. Current reports showing Amtrak's progress in making its stations accessible, including Amtrak's: (1) schedule for performing remedial work under this Agreement; (2) ADASP Five Year Strategic Plans and ADASP Sunset Analysis; and (3) station accessibility priority lists.

39. Complaints. All customer ADA Complaints logged in the complaint database (*see* Paragraph 26); and
40. Training. The information maintained by Amtrak related to its ADA Training (*see* Paragraphs 20-23).

- A. Six months after the Effective Date of this Agreement, Amtrak will submit to DOJ the data and records identified in Paragraph 36 for the most recent six months and will provide a written report listing its progress implementing this Agreement as well as a summary from the VPA of any complaint trends relevant to Title II of the ADA and efforts made to address the trends (*see* Paragraph 27) (the “ADA Progress Report”). Thereafter, Amtrak will submit to DOJ the data and records identified in Paragraph 36, to the extent not previously provided, and the ADA Progress Report on a bi-annual basis. Amtrak will make the ADA Progress Reports available to the public.
- B. Agreement, upon request by DOJ, Amtrak will meet once or twice a year with DOJ, at DOJ’s discretion, to discuss the progress of the ADASP and compliance with this Agreement, including, as needed, the status of on-going work under the ADASP, challenges to accomplishing that work, proposed design and construction activities (including scope, schedule, budget, and challenges), and any proposed ADA responsibility changes to Exhibit 2 or Exhibit 3.

Compensation Fund

39. Retention of Administrator. Within 28 days of the Effective Date of this Agreement, Amtrak will obtain bids from qualified third-party settlement administrators and select one Administrator, subject to the United States’ approval, to administer the settlement and Qualified Settlement Fund (“Fund”). Amtrak will pay the Administrator up to \$127,500.00 flat rate⁵ (which is an amount separate from the claims monies paid into the Fund). The Administrator will be required to comply with the provisions of this Agreement applicable to the Administrator. The Administrator shall keep the Parties reasonably informed via e-mail of steps taken in the administration of the Fund. The

Administrator shall provide regular reporting during and after the Claims Period (*see* Paragraph 41) as follows: 1) a report approximately three weeks into the Claims Period; 2) reports bi-weekly until the Claims Period closes; 3) reports bi-weekly during the Claims Review period (*see* Paragraph 46); and 4) a final report on the number of claims paid. The Administrator will provide for individuals seeking to be compensated by the Fund (“Claimants”) a Fund-specific website, email, facsimile, and toll-free telephone number (and accompanying TTY text telephone number) to ensure that Claimants can contact the Administrator and submit their claims. The Administrator shall maintain the confidentiality of all non-public materials received in connection with its duties under the Agreement, except with the parties or unless reasonably necessary to be disclosed (i.e., for tax reporting purposes). The Administrator shall conduct follow-up as needed, as well as follow-up as agreed to by the Parties, to determine whether a Claimant is a qualified individual who meets the eligibility requirements and has appropriately and timely completed all the procedures for payment entitling them to compensation under the Agreement (“Eligible Person”), and calculate the amount of compensation for each Eligible Person based on the requirements in the Agreement.

40. Notice. Amtrak will publish a Notice of Americans with Disabilities Act Settlement (“Notice”), comprised of the text and images in [Exhibit 4](#), as follows:

A. Amtrak will publish and maintain the Notice on its website in an accessible and conspicuous location for the duration of the Claims Period, described herein with the description “Americans with Disabilities Act Claims Fund.” Such posting shall be in HTML text and/or otherwise accessible to individuals with visual impairments.

B. Within 60 days of the Effective Date of this Agreement, and monthly for the duration of the Claims Period, Amtrak will tweet on its Twitter account (@Amtrak) and post on its Facebook page (<http://www.facebook.com/amtrak>) (with the International Symbol of Accessibility), the following text and a unique link (provided by the Administrator) to the Notice on its website: “We have reached an agreement with the U.S. Department of Justice @CivilRights to

resolve station inaccessibility that impacts our passengers with disabilities. To learn more about this agreement, including the Compensation Fund for certain passengers with mobility impairments, visit: [unique link to Administrator's settlement fund site]".

C. Within 60 days of the Effective Date of this Agreement, Amtrak will place at least a ¼-page advertisements of the Notice in USA Today (Friday circulation; display) the text of which is attached as Exhibit 4. Amtrak will only publish Exhibit 4 one time.

41. Claims Period. The Claims Period for Claimants to timely file claims will be the 120-day period from the posting of the Notice in USA Today ("Claims Period"). The Administrator will promptly notify a Claimant if there is an issue(s) with their claim that can be corrected, i.e., missing information or an unsigned form. Claimants may attempt to cure a claim at any time during the Claims Period as well for an additional 30-day period thereafter (the "Cure Period") so long as the initial claim was timely filed during the Claims Period. The Administrator will respond to any inquiries from Claimants and will contact the Parties should there be an issue to which the Administrator cannot respond, e.g., because clarity is required by the Administrator from the Parties to accept or reject any claim. Amtrak has the right to instruct the Administrator to accept flawed and/or late claims.
42. Establishment of Compensation Fund. Within 21 business days after the closure of the Cure Period and calculation of all payments due, Amtrak will deposit with the Administrator a maximum of \$2,250,000 for the Fund. The Administrator will have access to the Fund for the purpose of compensating Eligible Persons.
43. Eligible Persons. To be entitled to relief, a Claimant must meet the eligibility requirements and timely submit a Claim Form. Monetary relief will only be provided to Eligible Persons who have been determined by the Administrator, as set forth in this Agreement and as approved by the United States, to meet the following Eligibility Requirements: (1) the individual is mobility impaired; (2) the individual was harmed

because of accessibility issues at the stations listed in [Exhibit 5](#) (“Issue Stations”) between July 27, 2013 and the Effective Date of this Agreement; (3) the Administrator is satisfied that the individual lived at, visited, or desired to visit a place closer to the Issue Station(s) than an accessible, alternative Amtrak station within the applicable time period (based on the information collected in Paragraph 44); (4) the individual declares under penalty of perjury that the information they have provided in the Claim Forms and/or to the Administrator is true and correct (“Declaration”); and (5) the individual executes the release of claims required in Paragraph 45, as described in [Exhibit 6](#). Any additional instructions to the Administrator regarding eligibility and Eligible Persons shall be agreed upon by the Parties.

44. Proof Necessary for Claims: Anyone who believes they qualify as an Eligible Person must submit a timely Claim Form and Declaration to the Administrator including the following information, to be incorporated into a Claim Form, which Form will include an assurance from the Claims Administrator that all collected information will be kept confidential:

A. Contact Information

1. Name
2. Mailing Address
3. Phone
4. E-mail (optional)
5. Preferred means of contact and any anticipated change in contact information with the approximate date of the contact information changing.
6. All tax information requested by and required for the Administrator to make payment and appropriately report to the taxing authority.

B. Residency Information

1. Addresses you resided at during the time of your claim(s).

C. Disability Information

1. Do you have a disability?
2. Please identify and describe the nature of your limitations and/or

disability. It is not necessary to provide your medical diagnosis.

3. Do you use an assistive device (for example, a wheelchair, scooter, walker, etc.)? If so, please identify any assistive device(s) and when you use and/or have used each assistive device, if at all.

D. Travel Information

1. Between July 27, 2013 and [the Effective Date of this Agreement], did you travel from or to an Amtrak Issue Station(s) and face difficulty using the facility due to a disability?

a. Station you traveled from:

b. Station you traveled to:

c. Approximate dates you traveled:

d. Documentation of travel (if available) or if not available, a brief written description of travel.

e. Description of the difficulty you faced using the facility due to a disability.

f. Documentation of the difficulty you faced using the facility due to a disability (if available, but not required).

-- AND/OR --

2. Between July 27, 2013 and [the Effective Date of this Agreement], did you desire to travel from or to an Amtrak Issue Station(s), but decided not to because of physical barriers to using the facility? Answer the following questions for each station pair:

a. Station you would have traveled from:

b. Station you would have traveled to:

c. Approximate dates you would have traveled:

d. Number of times you would have traveled between those two stations:

e. Destination City or Area:

f. Specific physical barrier(s) that prevented you from using the facility:

g. Any documentation supporting your claim that you would have traveled to or from a listed Amtrak station(s) but decided not to because of physical barriers to using the facility (if available, but not required).

E. Declaration

1. I, _____, declare under penalty of perjury that: a) I am 18 years or older and am either i) submitting this on my own behalf or ii) I am the guardian of a person with a disability (“Ward”) who is an Eligible Person, and b) that all of the information in this Claim Form is true and correct to the best of my knowledge.

2. Signature and Printed Name and, where applicable, the printed name of the Ward.

3. Date

45. Release Required. Each Claimant, as part of the Claim Form, will be required to sign a release of claims (“the Release”) against Amtrak for any issues addressed in this Agreement and any related claim for a violation of the ADA, and similar state or local laws. The Release will clearly state that it is not effective unless the Claimant is deemed an Eligible Person, and not unless the check is negotiated (i.e., cashed or deposited) by the Eligible Person, after which time the Administrator will provide the Claim Forms and Releases to the Parties.
46. Claims Review. Upon the expiration of the Claims Period, the Administrator shall finalize the determination regarding which Claimants are Eligible Persons with valid claims for compensation and calculate the amounts to be paid to those Eligible Persons (*see* Paragraph 47). No individual, other than the Parties, may request a review by the District Court in the underlying Civil Action (the “Court”) or the Administrator of these determinations.
47. Compensation Level Criteria. Compensation levels will be two tiers, one for Eligible Persons who lived closer to an Issue Station than another Amtrak station (“Tier 1 Claimants”) and one for Eligible Persons who traveled to or were deterred from travel to an Issue Station (“Tier 2 Claimants”). The compensation amount for Tier 1 Claimants will be triple that of Tier 2 Claimants, i.e., Tier 1 Claimants’ claims will be worth 3 points, and Tier 2 Claimants’ claims will be worth 1 point. In no event shall any Claimant be entitled to more than 3 points. Upon the expiration of the Claims Period

and the completion of follow-up by the Administrator with outstanding Claimants, the Administrator will assign each Eligible Person either 1 or 3 points based on the Tier into which their claim falls. The Administrator will then total the number of points ("Total Points") by adding the points assigned to all Eligible Persons. Next, the Administrator will determine the preliminary dollar amount per point ("Preliminary Point Value") by dividing the total dollar amount of the Fund (\$2.25 million) by the number of Total Points. If the Preliminary Point Value does not exceed \$833.33, then the Preliminary Point Value will be the Final Point Value. If the Preliminary Point Value exceeds \$833.33, then the Final Point Value will be reduced to \$833.33. The compensation amount to each Tier 1 Claimant will equal the final Point Value multiplied by three. The compensation amount to each Tier 2 Claimant will equal the Final Point Value. Amtrak will retain or have reverted to it the balance of the Fund for use in furtherance of the ADASP.

48. Notification of Payment. In its final report, the Administrator will include a list of the dates and amount of payments made to Eligible Persons. Eligible Persons who receive payment are responsible for any taxes due on the payment by them and will receive a Form 1099 from the Administrator for the payment made which shall be sent to the address provided by the Eligible Person where applicable.
49. Uncashed Checks. Checks will expire no sooner than 90 days from issuance. In the event that there remain uncashed checks after reasonable efforts by the Administrator to contact Eligible Persons (including, for example, skip-trace searches), the Administrator shall send those payments to the state as required by the law of that state. Should there be no such law, then the residual amount will be returned to Amtrak, for use in furtherance of the ADASP. In the event that the Eligible Person requests a new check from either Party or the Administrator within the one year period following the issuance of the initial check, a duplicate check will be provided so long as the check was not cashed, and the person states that the original check was lost and will be destroyed in the event it is found.

IV. IMPLEMENTATION AND ENFORCEMENT

50. Within 14 days of Amtrak complying with the Notice requirements of Paragraph 40(C), the Parties shall jointly move the Court to dismiss the underlying Civil Action with prejudice, pursuant to Fed. R. Civ. P. 41(a)(2), subject to reinstatement as set forth in Paragraph 51. The joint motion will include this Agreement as an Exhibit.
51. If the United States believes that Amtrak has breached any provision of this Agreement, then the United States may move to restore the Civil Action to the active docket of this Court for the purposes of resolving any such claims of breach. If the United States makes a claim of breach, Amtrak consents to and agrees not to contest the United States' motion to restore the present Civil Action to the Court's active docket. Alternatively, the United States may bring a civil action for breach of this Agreement or any provision thereof, or for a violation of Title II of the ADA, in the United States District Court for the District of Columbia, and may in such action seek to have the Court impose any remedy authorized at law or equity. Before seeking Court involvement, the United States will give written notice (including reasonable, detailed particulars) to Amtrak of the alleged violations and the basis for the alleged violations (the "Breach Notice"). ⁶ Amtrak must respond to this Breach Notice as soon as practicable but no later than 30 days thereafter. The United States and Amtrak will negotiate in good faith to resolve the allegations in a timely manner and will then (i) agree on any necessary or required actions to be taken by Amtrak, and any reasonable extension of time, (ii) agree that no additional actions are necessary or required by Amtrak, or (iii) disagree on matters set forth in the Breach Notice. If the Parties disagree or are unable to reach a mutually acceptable resolution within 60 days of Amtrak's response, the United States may seek court action as described above. During the 60 days, the Parties will make good faith attempts to resolve the matter, including through in- person meetings and/or with a neutral person/party. The Breach Notice must be provided by certified mail to Amtrak's Chief Legal Officer (by the then current name of such person) and General Counsel (by the then current name of such person), One Massachusetts Ave., N.W., Washington, DC 20001, with a copy sent by electronic and certified mail to Anne Marie Estevez and Beth Joseph, Morgan, Lewis & Bockius LLP, 200 South Biscayne Boulevard, Suite 5300, Miami, FL 33131-2339.

52. Amtrak will not be in violation of this Agreement where Amtrak's delay to make a station facility accessible is due to a private entity's failure to provide written consent or approval required for Amtrak to perform its compliance activities on the property (including a private freight company owner of a passenger platform's refusal or delay in providing written consent for Amtrak to construct a passenger platform that allows for level-entry boarding where required by 49 C.F.R. § 37.42), as long as Amtrak notifies the private entity of its obligation to cooperate under 42 U.S.C. § 12162(e)(2)(C) and 49 C.F.R. § 37.57 and the private entity refuses, obstructs, or otherwise causes delays, and Amtrak subsequently notifies DOJ through its reporting obligations as set forth in this Agreement of the private entity's refusal, obstruction, or delay in providing the needed written consent. DOJ may argue that the failure to receive reasonable cooperation required by 42 U.S.C. § 12162(e)(2)(C) shall not be a defense to a claim of discrimination under the ADA but also may agree that the obstruction, including obstruction that causes the safety of Amtrak employees to be at risk, may be a defense to compliance with this Agreement. Once the private entity cooperates, and subject to exceptions in this Agreement, then Amtrak must make that station facility accessible in accordance with the DOT Standards and this Agreement.
53. For the duration of this Agreement, the United States may also seek compensation in the future for individuals with disabilities aggrieved by non-compliance with this Agreement by restoring the present Civil Action to the Court's active docket, consistent with Paragraph 51. The parties agree the Court should have jurisdiction to decide any related compensation claims brought by the United States, and any defenses by Amtrak to any such compensation claims.
54. Failure by either party to enforce any provision or deadline of this Agreement is not a waiver by either party to enforce any provision or deadline in this Agreement.
55. The Parties agree that, as of the Effective Date of this Agreement, litigation is not "reasonably foreseeable" concerning the matters described in Paragraph 1. To the extent that either Party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described in

Paragraph 1, the Party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either Party of any other obligations imposed by this Agreement.

56. This Agreement will remain in effect for three years from the Effective Date of this Agreement, except for the terms related to station accessibility (Paragraphs 8-19, 29-31, 34, 36 (A) and (B), and 38). The terms on station accessibility, to the extent that the Parties do not mutually agree to change them and/or the law changes such that the provision is not required, will remain in effect for 10 years from the Effective Date of this Agreement. However, this Agreement will terminate earlier, by consent of the Parties, if all existing stations for which Amtrak is responsible are made readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs, per the DOT Standards.
57. This Agreement, including Exhibits, constitutes the entire agreement between the Parties relating to the Civil Action and Department of Justice No. 204-16-128, and no other previous statement, promise, or agreement, either written or oral, made by either Party or agents of either Party, that is not contained in this written Agreement will be enforceable. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law not included in the Agreement and its attached and incorporated exhibits. This Agreement does not affect Amtrak's continuing responsibility to comply with all applicable aspects of Title II of the ADA.
58. If any term of this Agreement is determined by any Court to be unenforceable, the other terms of this Agreement will remain in full force and effect.
59. Nothing in this Agreement will preclude the United States from filing a separate action under the ADA for any alleged violation not covered by this Agreement. Before filing a separate action under the ADA for any alleged violations not covered by this Agreement, the United States will give written notice (including reasonable, detailed particulars) to Amtrak of the alleged violations and the basis for the alleged violations (the "Violations Notice"). Amtrak must respond to the Violations Notice as soon as

practicable but no later than 30 days thereafter. The United States and Amtrak will negotiate in good faith to resolve the allegations in a timely manner and will then (i) agree on any necessary or required actions to be taken by Amtrak, and any reasonable extension of time, (ii) agree that no additional actions are necessary or required by Amtrak, or (iii) disagree on matters set forth in the Violations Notice. If the Parties disagree or are unable to reach a mutually acceptable resolution within 60 days of Amtrak's response and after making good faith attempts to resolve the matter, including through in person meetings and/or with a neutral person/party, the United States may seek court action. The Violations Notice must be provided by certified mail to Amtrak's Chief Legal Officer (by the then current name of such person) and General Counsel (by the then current name of such person), One Massachusetts Ave., N.W., Washington, DC 20001 with a copy sent by electronic and certified mail to Anne Marie Estevez and Beth Joseph, Morgan, Lewis & Bockius LLP, 200 South Biscayne Boulevard, Suite 5300, Miami, FL 33131-2339.

60. In entering into this Agreement, the United States and Amtrak will bear their own costs, expenses, and attorneys' fees in this matter, up to the date the case is restored to the Court's active docket or any future case is filed related to this Agreement.
61. The Parties can amend this Agreement by mutual written consent, and any time limits for performance or other obligations imposed by this Agreement may be extended or abolished by the mutual written consent of the Parties.
62. The Parties agree that the United States District Court for the District of Columbia shall have jurisdiction and be a proper venue for disputes concerning this Agreement between the United States and Amtrak. Amtrak consents to venue and personal jurisdiction before the Court. This Agreement is intended to exclusively provide the ability to enforce this Agreement by Amtrak and the United States. It is not intended to provide any rights to any third party beneficiaries.
63. This Agreement may be executed in counterparts, each copy, email, or pdf of which will be considered an original and taken together constitute one agreement.

64. The Effective Date of this Agreement is the date of the last signature below.

[1](#) For purposes of this Agreement, “station” means a transportation facility, “located appurtenant to a right-of-way on which intercity... rail transportation is operated, where such portion is used by the general public and is related to the provision of such transportation,” including buildings (designated waiting areas, ticketing areas, restrooms, etc.), passenger platforms, and parking. 42 U.S.C. § 12161(6); 49 C.F.R. § 37.3.

[2](#) Amtrak is not responsible for all facilities at all stations it serves in the United States. The entity responsible for accessibility compliance is designated in the ADA and its regulations. *See* 42 U.S.C. § 12161(5); 49 C.F.R. § 37.49 (responsible person). Amtrak is responsible for making some or all station facilities accessible at over 400 of the approximately 514 stations it serves. *See* Exhibit 3. The remaining station facilities are the responsibility of other public entities. 42 U.S.C. § 12161(5); 49 C.F.R. § 37.49. The Parties will update Exhibit 3 periodically throughout the duration of the Agreement. Amtrak will provide DOJ with any relevant changes approximately bi-annually and the Parties will agree on any corresponding changes to ADA responsibility for station facilities.

[3](#) To the extent Amtrak has legal responsibility for ADA compliance at any of the following mega stations (or becomes legally responsible for them in the future), these stations are exempt from all remediation timelines set forth in this Agreement: New York Penn Station (NY); Washington Union Station (DC); Philadelphia 30th St. Station (PA); Chicago Union Station (IL); Los Angeles Union Station (CA); Boston South Station (MA); Sacramento Station (CA); Baltimore Penn Station (MD); Bakersfield (CA); Albany-Rensselaer Station (NY); Emeryville (CA); Providence Station (RI); Seattle King Street Station (WA); San Diego Downtown Station (CA).

[4](#) “100% design” is the accepted term by Amtrak and FRA for the stage of design development where the design defines the full scope of ADA improvements required at

a station. At 100% design, Amtrak develops a final construction cost estimate. FRA and the host railroad (if required) perform an official review of the 100% design and submit questions or requested changes to the 100% design to Amtrak. If necessary, revisions to the 100% design are made as part of the Approval process.

5 Including this flat rate amount does not relieve Amtrak from its obligation to compensate Eligible Persons consistent with this Agreement through the Administrator.

6 The Parties acknowledge and agree that noncompliance with any agency guidance documents may not be asserted as a basis for establishing a violation of this Agreement or applicable law. However, nothing shall limit either Party to this Agreement from making arguments about its interpretation of Title II of the ADA and its implementing regulations, including interpretations previously articulated in agency guidance documents.

AGREED AND CONSENTED TO:

FOR THE UNITED STATES DEPARTMENT OF JUSTICE:

MICHAEL R. SHERWIN
Acting United States Attorney
District of Columbia

DANIEL F. VAN HORN
D.C. BAR # 924092
Chief, Civil Division

JOHN C. TRUONG
D.C. BAR #465901
Assistant United States Attorney
555 4th Street, N.W.
Washington, D.C. 20530
Tel: (202) 252-2524
John.Truong@usdoj.gov

ERIC S. DRIEBAND
Assistant Attorney General
Civil Rights Division

CYNTHIA M. McKNIGHT
Deputy Assistant Attorney General
Civil Rights Division

REBECCA B. BOND
Chief
KATHLEEN P. WOLFE
Special Litigation Counsel
KEVIN J. KIJEWski
Deputy Chief
Disability Rights Section
Civil Rights Division

/s/

DAVID W. KNIGHT
FELICIA L. SADLER
D.C. BAR #452011
Trial Attorneys
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
150 M Street, N.E.
Washington, D.C. 20002
Tel: (202) 616-2110
David.Knight@usdoj.gov
Felicia.Sadler@usdoj.gov

Dated: 12/2/20

FOR NATIONAL RAILROAD PASSENGER CORPORATION

/s/

DAVID HANDERA
Vice President, Stations, Properties &
Accessibility
Amtrak
1 Massachusetts Ave. NW, Room 648
Washington, DC 20001
Tel: 202-906-2455
David.Handera@amtrak.com

Dated: 12/1/20

**Exhibit 1 - Stations Originally Identified as Having Significant Known or
Potential Accessibility Deficiencies**

Code	Station	State
GSC	Glenwood Springs	CO

NRK	Newark	DE
TCA	Toccoa	GA
CRF	Crawfordsville	IN
ABE	Aberdeen	MD
HAZ	Hazlehurst	MS
PIC	Picayune	MS
ELK	Elko	NV
GAS	Gastonia	NC
COT	Coatesville	PA
LAB	Latrobe	PA

MJY	Mount Joy	PA
PAO	Paoli	PA
PAR	Parkesburg	PA
PHN	Philadelphia - North	PA
TYR	Tyrone	PA
WLY	Westerly	RI
MHL	Marshall	TX
SND	Sanderson	TX
ASD	Ashland	VA
CLF	Clifton Forge	VA

ALD	Alderson	WV
HFY	Harpers Ferry	WV
THN	Thurmond	WV

Exhibit 2 - Stations Where Amtrak is Installing Passenger Information Data Systems (“PIDS”)

Code	Station	State
TCL	Tuscaloosa	AL
TUS	Tucson	AZ
SAC	Sacramento	CA
OXN	Oxnard	CA
DAV	Davis	CA

SNS	Salinas	CA
DEN	Denver	CO
GSC	Glenwood Springs	CO
LAJ	La Junta	CO
GJT	Grand Junction	CO
OSB	Old Saybrook	CT
WAS	Washington	DC
WIL	Wilmington	DE
SFA	Sanford	FL
JAX	Jacksonville	FL

WTH	Winter Haven	FL
TPA	Tampa	FL
MIA	Miami	FL
DLD	Deland	FL
SAV	Savannah	GA
ATL	Atlanta	GA
BNL	Bloomington-Normal	IL
CDL	Carbondale	IL
CHI	Chicago	IL
GBB	Galesburg	IL

SPI	Springfield	IL
SOB	South Bend	IN
RTE	RTE 128	MA
ABE	Aberdeen	MD
BAL	Baltimore	MD
NCR	New Carrollton	MD
BTL	Battle Creek	MI
DET	Detroit	MI
ARB	Ann Arbor	MI
KCY	Kansas City	MO

KWD	Kirkwood	MO
WFH	Whitefish	MO
JAN	Jackson	MS
GPK	East Glacier Park	MT
SBY	Shelby	MT
HAV	Havre	MT
FAY	Fayetteville	NC
RMT	Rocky Mount	NC
WLN	Wilson	NC
FAR	Fargo	ND

MOT	Minot	ND
WTN	Williston	ND
OMA	Omaha	NE
ABQ	Albuquerque	NM
NYP	New York Penn Station	NY
ROC	Rochester	NY
ALB	Albany	NY
SDY	Schenectady	NY
HUD	Hudson	NY
RHI	Rhinecliff	NY

SAR	Saratoga Springs	NY
BUF	Buffalo-Depew	NY
UCA	Utica	NY
KFS	Klamath Falls	OR
EUG	Eugene	OR
SLM	Salem	OR
ALY	Albany	OR
PDX	Portland	OR
JST	Johnstown	PA
HAR	Harrisburg	PA

LNC	Lancaster	PA
PGH	Pittsburgh	PA
PHL	Philadelphia	PA
PVD	Providence	RI
KIN	Kingston	RI
FLO	Florence	SC
GRV	Greenville	SC
CHS	Charleston	SC
CLB	Columbia	SC
MHL	Marshall	TX

HOS	Houston	TX
AUS	Austin	TX
LVW	Longview	TX
ELP	El Paso	TX
FTW	Fort Worth	TX
LOR	Lorton	VA
RVR	Richmond Staples Mill Road	VA
ALX	Alexandria	VA
CVS	Charlottesville	VA
FBG	Fredericksburg	VA

NPN	Newport News	VA
LYH	Lynchburg	VA
WBG	Williamsburg	VA
SEA	Seattle	WA
EVR	Everett	WA
OLW	Olympia/Lacey	WA
PSC	Pasco	WA
BEL	Bellingham	WA
EDM	Edmonds	WA
KEL	Kelso	WA

HUN	Huntington	WV
PRC	Prince	WV

Exhibit 3 - ADA Responsibility for Intercity Rail Station Element(s)

State	Code	Station	Station Structures	Platforms	Parking Facilities
AL	ATN	Anniston		Amtrak	
AL	BHM	Birmingham	Amtrak	Amtrak	
AL	TCL	Tuscaloosa	Amtrak	Amtrak	Amtrak
AR	ARK	Arkadelphia	Amtrak	Amtrak	Amtrak
AR	HOP	Hope		Amtrak	Amtrak
AR	Lrk	Little Rock	Amtrak	Amtrak	Amtrak
AR	MVN	Malvern	Amtrak	Amtrak	Amtrak

AR	TXA	Texarkana	Amtrak	Amtrak	Amtrak
AR	WNR	Walnut Ridge		Amtrak	Amtrak
AZ	BEN	Benson	Amtrak	Amtrak	
AZ	FLG	Flagstaff			
AZ	KNG	Kingman	Amtrak	Amtrak	Amtrak
AZ	MRC	Maricopa	Amtrak	Amtrak	Amtrak
AZ	TUS	Tucson		Amtrak	
AZ	WLO	Winslow	Amtrak	Amtrak	Amtrak
AZ	YUM	Yuma		Amtrak	
CA	ANA	Anaheim			

CA	ACA	Antioch-Pittsburg			
CA	ARN	Auburn	Amtrak	Amtrak	Amtrak (partial ¹)
CA	BFD	Bakersfield			
CA	BAR	Barstow		Amtrak	
CA	BKY	Berkeley		Amtrak	
CA	BUR	Burbank (Airport)			
CA	CML	Camarillo		Amtrak shares responsibility ²	
CA	CPN	Carpinteria		Amtrak	
CA	CWT	Chatsworth			

CA	CIC	Chico		Amtrak	
CA	COX	Colfax		Amtrak	
CA	OAC	Coliseum/ Oakland Airport		TBD	
CA	COC	Corcoran		Amtrak	
CA	DAV	Davis		Amtrak	
CA	DUN	Dunsmuir	Amtrak	Amtrak	Amtrak
CA	EMY	Emeryville			
CA	FFV	Fairfield- Vacaville			
CA	FMT	Fremont		Amtrak shares	

				responsibility	
CA	FNO	Fresno		Amtrak	
CA	FUL	Fullerton		Amtrak	
CA	GDL	Glendale			
CA	GTA	Goleta	Amtrak	Amtrak	
CA	GVB	Grover Beach		Amtrak	Amtrak (partial)
CA	GUA	Guadalupe	Amtrak	Amtrak	Amtrak
CA	HNF	Hanford		Amtrak	
CA	HAY	Hayward		Amtrak	
CA	IRV	Irvine			

CA	LOD	Lodi		Amtrak	
CA	LPS	Lompoc-Surf	Amtrak	Amtrak	Amtrak
CA	LAX	Los Angeles			
CA	MDR	Madera			
CA	MTZ	Martinez		Amtrak	
CA	MCD	Merced		Amtrak	
CA	MOD	Modesto		Amtrak	
CA	MPK	Moorpark			
CA	NDL	Needles		Amtrak	
CA	OKJ	Oakland (Jack London Square)		Amtrak	

CA	OSD	Oceanside			
CA	ONA	Ontario		Amtrak	
CA	OXN	Oxnard		Amtrak shares responsibility	
CA	PSN	Palm Springs		Amtrak	
CA	PRB	Paso Robles		Amtrak	
CA	POS	Pomona		Amtrak	
CA	RDD	Redding	Amtrak	Amtrak	Amtrak
CA	RIC	Richmond	Amtrak	Amtrak	
CA	RIV	Riverside			

CA	RLN	Rocklin		Amtrak	
CA	RSV	Roseville	Amtrak	Amtrak	Amtrak (partial)
CA	SAC	Sacramento			
CA	SNS	Salinas		Amtrak	
CA	SNB	San Bernardino		Amtrak (partial)	
CA	SNP	San Clemente Pier			
CA	SAN	San Diego - Downtown	Amtrak	Amtrak	
CA	OLT	San Diego - Old Town			
CA					

	SJC	San Jose			
CA	SNC	San Juan Capistrano	Amtrak		
CA	SLO	San Luis Obispo	Amtrak	Amtrak	Amtrak
CA	SNA	Santa Ana			
CA	SBA	Santa Barbara		Amtrak	
CA	GAC	Santa Clara (Great America)		Amtrak shares responsibility	
CA	SCC	Santa Clara (University Station)			
CA	SIM	Simi Valley			
CA	SOL	Solana Beach			

CA	SKT	Stockton ACE Station		Amtrak	
CA	SKN	Stockton - San Joaquin St. Station	Amtrak	Amtrak	Amtrak
CA	SUI	Suisun		Amtrak	
CA	TRU	Truckee		Amtrak	
CA	TRK	Turlock-Denair	Amtrak	Amtrak	Amtrak
CA	VNC	Van Nuys			
CA	VEC	Ventura		Amtrak	
CA	VRV	Victorville		Amtrak	
CA	WAC	Wasco	Amtrak	Amtrak	

CO	DEN	Denver			
CO	FMG	Fort Morgan	Amtrak	Amtrak	Amtrak
CO	GSC	Glenwood Springs	Amtrak	Amtrak	
CO	GRA	Granby		Amtrak	Amtrak
CO	GJT	Grand Junction	Amtrak	Amtrak	
CO	LAJ	La Junta	Amtrak	Amtrak	Amtrak
CO	LMR	Lamar		Amtrak	
CO	TRI	Trinidad		Amtrak	Amtrak
CO	WIP	Winter Park/Fraser	Amtrak	Amtrak	Amtrak

CO	WPR	Winter Park			
CT	BER	Berlin			
CT	BRP	Bridgeport			
CT	HFD	Hartford			
CT	MDN	Meriden			
CT	MYS	Mystic		Amtrak	Amtrak
CT	NHV	New Haven			
CT	NLC	New London	Amtrak shares responsibility	Amtrak	
CT	OSB	Old Saybrook	Amtrak	Amtrak	Amtrak
CT	STM	Stamford			

CT	WFD	Wallingford	Amtrak		Amtrak
CT	WND	Windsor	Amtrak	Amtrak	Amtrak
CT	WNL	Windsor Locks	Amtrak	Amtrak	
DC	WAS	Washington	Amtrak shares responsibility	Amtrak shares responsibility	Amtrak shares responsibility
DE	NRK	Newark		Amtrak	
DE	WILL	Wilmington	Amtrak	Amtrak	
FL	DFB	Deerfield Beach			
FL	DLD	Deland	Amtrak		
FL	DLB	Delray Beach			

FL	FTL	Fort Lauderdale			
FL	HOL	Hollywood			
FL	JAX	Jacksonville	Amtrak	Amtrak	Amtrak
FL	KIS	Kissimmee			
FL	LAK	Lakeland			
FL	MIA	Miami	Amtrak	Amtrak	Amtrak
FL	OKE	Okeechobee	Amtrak	Amtrak	Amtrak
FL	ORL	Orlando			
FL	PAK	Palatka			
FL	SFA	Sanford (Auto Train)	Amtrak	Amtrak	Amtrak

FL	SBG	Sebring	Amtrak	Amtrak	Amtrak
FL	TPA	Tampa		Amtrak	Amtrak (partial)
FL	WPB	West Palm Beach			
FL	WTH	Winter Haven	Amtrak	Amtrak	Amtrak
FL	WPK	Winter Park			
GA	ATL	Atlanta	Amtrak	Amtrak	Amtrak (partial)
GA	GNS	Gainesville	Amtrak	Amtrak	Amtrak
GA	JSP	Jesup		Amtrak	
GA	SAV	Savannah	Amtrak	Amtrak	Amtrak

GA	TCA	Toccoa		Amtrak	
IA	BRL	Burlington		Amtrak	
IA	CRN	Creston	Amtrak	Amtrak	Amtrak
IA	FMD	Fort Madison	Amtrak	Amtrak	Amtrak
IA	MTP	Mt. Pleasant	Amtrak	Amtrak	Amtrak
IA	OSC	Osceola		Amtrak	
IA	OTM	Ottumwa	Amtrak	Amtrak	Amtrak
ID	SPT	Sandpoint	Amtrak	Amtrak	Amtrak
IL	ALN	Alton			
IL	BNL	Bloomington-		Amtrak	

		Normal			
IL	CDL	Carbondale	Amtrak	Amtrak	Amtrak (partial)
IL	CRV	Carlinville			
IL	CEN	Centralia		Amtrak	Amtrak
IL	CHM	Champaign- Urbana		Amtrak	
IL	CHI	Chicago - Union Station	Amtrak	Amtrak	Amtrak
IL	DQN	Du Quoin		Amtrak	
IL	DWT	Dwight			
IL	EFG	Effingham	Amtrak	Amtrak	Amtrak

IL	GBB	Galesburg		Amtrak	
IL	GLM	Gilman	Amtrak	Amtrak	Amtrak
IL	GLN	Glenview			
IL	HMW	Homewood	Amtrak shares responsibility	Amtrak shares responsibility	
IL	JOL	Joliet			
IL	KKI	Kankakee		Amtrak	
IL	KEE	Kewanee		Amtrak	
IL	LAG	La Grange	Amtrak shares responsibility	Amtrak shares responsibility	Amtrak
IL	LCN	Lincoln			

IL	MAC	Macomb	Amtrak	Amtrak	Amtrak
IL	MAT	Mattoon		Amtrak	
IL	MDT	Mendota	Amtrak	Amtrak	Amtrak
IL	NPV	Naperville			
IL	PLO	Plano		Amtrak	
IL	PON	Pontiac			
IL	PCT	Princeton	Amtrak	Amtrak	Amtrak
IL	QCY	Quincy		Amtrak	
IL	RTL	Rantoul	Amtrak	Amtrak	Amtrak
IL	SPI	Springfield	Amtrak	Amtrak	Amtrak

IL	SMT	Summit		Amtrak shares responsibility	
IN	COI	Connersville		Amtrak	Amtrak
IN	CRF	Crawfordsville	Amtrak	Amtrak	Amtrak
IN	DYE	Dyer	Amtrak	Amtrak	Amtrak
IN	EKH	Elkhart		Amtrak	
IN	HMI	Hammond- Whiting	Amtrak	Amtrak	Amtrak
IN	IND	Indianapolis			
IN	LAF	Lafayette		Amtrak	
IN	MCI	Michigan City	Amtrak	Amtrak	Amtrak

IN	REN	Rensselaer	Amtrak	Amtrak	Amtrak
IN	SOB	South Bend		Amtrak	
IN	WTI	Waterloo		Amtrak	Amtrak (partial)
KS	DDG	Dodge City		Amtrak	
KS	GCK	Garden City		Amtrak	
KS	HUT	Hutchinson	Amtrak	Amtrak	Amtrak
KS	LRC	Lawrence		Amtrak	Amtrak
KS	NEW	Newton	Amtrak	Amtrak	Amtrak (partial)
KS	TOP	Topeka	Amtrak	Amtrak	Amtrak
KY					

	AKY	Ashland			
KY	FTN	Fulton	Amtrak	Amtrak	Amtrak
KY	MAY	Maysville	Amtrak	Amtrak	Amtrak
KY	SPM	South Shore- South Portsmouth	Amtrak	Amtrak	Amtrak
LA	HMD	Hammond	Amtrak	Amtrak	Amtrak
LA	LFT	Lafayette		Amtrak	
LA	LCH	Lake Charles		Amtrak	
LA	NIB	New Iberia		Amtrak	Amtrak
LA	NOL	New Orleans			
LA	SCH	Schriever		Amtrak	Amtrak

LA	SDL	Slidell		Amtrak	
MA	BBY	Boston - Back Bay			
MA	BON	Boston - North Station			
MA	BOS	Boston - South Station			
MA	FRA	Framingham			
MA	GFD	Greenfield			
MA	HHL	Haverhill			
MA	HLK	Holyoke, MA			
MA	NHT	Northampton			

MA	PIT	Pittsfield			
MA	RTE	Route 128	Amtrak	Amtrak	
MA	SPG	Springfield	Amtrak	Amtrak	
MA	WOB	Woburn			
MA	WOR	Worcester			
MD	ABE	Aberdeen	Amtrak	Amtrak	Amtrak
MD	BAL	Baltimore - Penn Station	Amtrak	Amtrak	
MD	BWI	BWI Thurgood Marshall Airport		Amtrak	
MD	CUM	Cumberland	Amtrak	Amtrak	

MD	NCR	New Carrollton	Amtrak	Amtrak	
MD	RKV	Rockville		Amtrak shares responsibility for two platforms	
ME	BRK	Brunswick			
ME	FRE	Freeport			
ME	ORB	Old Orchard Beach (Seasonal)	Amtrak		Amtrak
ME	POR	Portland			
ME	SAO	Saco-Biddeford			
ME	WEM	Wells		TBD	

MI	ALI	Albion	Amtrak		Amtrak (partial)
MI	ARB	Ann Arbor	Amtrak		Amtrak
MI	BAM	Bangor		Amtrak	
MI	BTL	Battle Creek		Amtrak	
MI	DER	Dearborn			
MI	DET	Detroit		Amtrak	
MI	DOA	Dowagiac		Amtrak	
MI	DRD	Durand		Amtrak	
MI	LNS	East Lansing		Amtrak	Amtrak (partial)
MI	FLN	Flint			

MI	GRR	Grand Rapids			
MI	HOM	Holland		Amtrak	
MI	JXN	Jackson	Amtrak		Amtrak
MI	KAL	Kalamazoo			
MI	LPE	Lapeer		Amtrak	Amtrak (partial)
MI	NBU	New Buffalo		Amtrak	
MI	NLS	Niles	Amtrak	Amtrak	Amtrak
MI	PNT	Pontiac			
MI	PTH	Port Huron	Amtrak	Amtrak	Amtrak

MI	ROY	Royal Oak		Amtrak	
MI	SJM	St. Joseph		Amtrak	Amtrak
MI	TRM	Troy			
MN	DLK	Detroit Lakes	Amtrak	Amtrak	Amtrak
MN	RDW	Red Wing	Amtrak	Amtrak	
MN	SCD	St. Cloud	Amtrak	Amtrak	Amtrak
MN	MSP	St. Paul/Minneapolis			
MN	SPL	Staples	Amtrak	Amtrak	Amtrak
MN	WIN	Winona	Amtrak	Amtrak	Amtrak
MO	ACD	Arcadia	Amtrak		Amtrak

MO	HEM	Hermann			Amtrak
MO	IDP	Independence		Amtrak	Amtrak (partial)
MO	JEF	Jefferson City		Amtrak	
MO	KCY	Kansas City	Amtrak	Amtrak	Amtrak
MO	KWD	Kirkwood		Amtrak	
MO	LAP	La Plata	Amtrak	Amtrak	Amtrak
MO	LEE	Lee's Summit	Amtrak	Amtrak	
MO	PBF	Poplar Bluff	Amtrak	Amtrak	Amtrak
MO	SED	Sedalia	Amtrak	Amtrak	Amtrak
MO	STL	St. Louis			Amtrak

					(partial)
MO	WAR	Warrensburg		Amtrak	TBD
MO	WAH	Washington		Amtrak	
MS	BRH	Brookhaven			
MS	GWD	Greenwood	Amtrak	Amtrak	Amtrak
MS	HBG	Hattiesburg		Amtrak	
MS	HAZ	Hazlehurst		Amtrak	
MS	JAN	Jackson		Amtrak	
MS	LAU	Laurel		Amtrak	
MS	MKS	Marks		Amtrak	

MS	MCB	McComb		Amtrak	
MS	MEI	Meridian		Amtrak	
MS	PIC	Picayune		Amtrak	
MS	YAZ	Yazoo City	Amtrak	Amtrak	Amtrak
MT	BRO	Browning (Seasonal)	Amtrak	Amtrak	Amtrak
MT	CUT	Cut Bank	Amtrak	Amtrak	Amtrak
MT	GPK	East Glacier Park (Seasonal)	Amtrak	Amtrak	Amtrak
MT	ESM	Essex		Amtrak	
MT	GGW	Glasgow	Amtrak	Amtrak	Amtrak
MT	HAV	Havre	Amtrak	Amtrak	Amtrak

MT	LIB	Libby	Amtrak	Amtrak	Amtrak
MT	MAL	Malta	Amtrak	Amtrak	Amtrak
MT	SBY	Shelby	Amtrak	Amtrak	Amtrak
MT	WGL	West Glacier		Amtrak	Amtrak
MT	WFH	Whitefish	Amtrak	Amtrak	Amtrak
MT	WPT	Wolf Point	Amtrak	Amtrak	Amtrak
NC	BNC	Burlington			
NC	CYN	Cary			
NC	CLT	Charlotte	Amtrak	Amtrak	Amtrak
NC	DNC	Durham	Amtrak		Amtrak

NC	FAY	Fayetteville		Amtrak	
NC	GAS	Gastonia	Amtrak	Amtrak	Amtrak
NC	GRO	Greensboro			
NC	HAM	Hamlet		Amtrak	
NC	HPT	High Point			
NC	KAN	Kannapolis			
NC	RGH	Raleigh			
NC	RMT	Rocky Mount		Amtrak	
NC	SAL	Salisbury	Amtrak		Amtrak
NC	SSM	Selma			Amtrak

NC	SOP	Southern Pines			
NC	WLN	Wilson		Amtrak	
ND	DVL	Devils Lake	Amtrak	Amtrak	Amtrak
ND	FAR	Fargo	Amtrak	Amtrak	Amtrak
ND	GFK	Grand Forks	Amtrak	Amtrak	Amtrak
ND	MOT	Minot	Amtrak	Amtrak	Amtrak
ND	RUG	Rugby	Amtrak	Amtrak	Amtrak
ND	STN	Stanley	Amtrak	Amtrak	Amtrak
ND	WTN	Williston	Amtrak	Amtrak	Amtrak
NE	HAS	Hastings	Amtrak	Amtrak	Amtrak

NE	HLD	Holdrege	Amtrak (partial)	Amtrak	Amtrak (partial)
NE	LNK	Lincoln			
NE	MCK	McCook	Amtrak	Amtrak	Amtrak
NE	OMA	Omaha	Amtrak	Amtrak	Amtrak
NH	CLA	Claremont		Amtrak	Amtrak
NH	DOV	Dover	Amtrak		Amtrak
NH	DHM	Durham			
NH	EXR	Exeter			
NJ	MET	Metropark			
NJ					

	NBK	New Brunswick			
NJ	NWK	Newark - Penn Station			
NJ	EWR	Newark Liberty International Airport			
NJ	PJC	Princeton Junction			
NJ	TRE	Trenton			
NM	ABQ	Albuquerque			
NM	DEM	Deming			
NM	GLP	Gallup		Amtrak	
NM	LMY	Lamy	Amtrak		Amtrak

NM	LSV	Las Vegas		Amtrak	
NM	LDB	Lordsburg			Amtrak
NM	RAT	Raton	Amtrak	Amtrak	Amtrak
NV	ELK	Elko	Amtrak	Amtrak	Amtrak (partial)
NV	RNO	Reno			
NV	WNN	Winnemucca	Amtrak	Amtrak	Amtrak
NY	ALB	Albany- Rensselaer			
NY	AMS	Amsterdam	Amtrak	Amtrak	Amtrak
NY	BFX	Buffalo - Exchange St.			

NY	BUF	Buffalo-Depew		Amtrak	
NY	CRT	Croton Harmon			
NY	FED	Fort Edward- Glens Falls		Amtrak	Amtrak
NY	HUD	Hudson	Amtrak	Amtrak	Amtrak (partial)
NY	NRO	New Rochelle			
NY	NYP	New York - Penn Station	Amtrak	Amtrak	
NY	NFL	Niagara Falls			
NY	PLB	Plattsburgh	Amtrak	Amtrak	Amtrak
NY	POH	Port Henry	Amtrak	Amtrak	Amtrak

NY	PRK	Port Kent (Seasonal)	Amtrak	Amtrak	Amtrak
NY	POU	Poughkeepsie			
NY	RHI	Rhinecliff	Amtrak	Amtrak	Amtrak
NY	ROC	Rochester	Amtrak	Amtrak	Amtrak
NY	ROM	Rome		Amtrak	
NY	RSP	Rouses Point		Amtrak	Amtrak (partial)
NY	SAR	Saratoga Springs	Amtrak	Amtrak	Amtrak
NY	SDY	Schenectady	Amtrak	Amtrak	Amtrak (partial)
NY	SYR	Syracuse			

NY	FTC	Ticonderoga	Amtrak	Amtrak	Amtrak
NY	UCA	Utica		Amtrak	
NY	WSP	Westport		Amtrak	Amtrak (partial)
NY	WHL	Whitehall	Amtrak	Amtrak	Amtrak
NY	YNY	Yonkers			
OH	ALC	Alliance	Amtrak	Amtrak	Amtrak
OH	BYN	Bryan	Amtrak	Amtrak	
OH	CIN	Cincinnati		Amtrak	
OH	CLE	Cleveland		Amtrak	
OH	ELY	Elyria	Amtrak	Amtrak	Amtrak

OH	SKY	Sandusky		Amtrak	
OH	TOL	Toledo			
OK	ADM	Ardmore		Amtrak	
OK	NOR	Norman		Amtrak	
OK	OKC	Oklahoma City		Amtrak	
OK	PVL	Pauls Valley		Amtrak	
OK	PUR	Purcell	Amtrak	Amtrak	Amtrak (partial)
OR	ALY	Albany		Amtrak	
OR	CMO	Chemult	Amtrak	Amtrak	Amtrak

OR	EUG	Eugene		Amtrak	
OR	KFS	Klamath Falls	Amtrak	Amtrak	Amtrak
OR	ORC	Oregon City		Amtrak	
OR	PDX	Portland			
OR	SLM	Salem		Amtrak	
PA	ALT	Altoona		Amtrak	
PA	ARD	Ardmore	Amtrak	Amtrak	Amtrak
PA	COT	Coatesville	Amtrak	Amtrak	Amtrak
PA	COV	Connellsville	Amtrak	Amtrak	Amtrak
PA	CWH	Cornwells Heights	Amtrak	Amtrak	Amtrak (partial)

PA	DOW	Downingtown	Amtrak	Amtrak	Amtrak
PA	ELT	Elizabethtown	Amtrak	Amtrak	Amtrak
PA	ERI	Erie	Amtrak	Amtrak	Amtrak
PA	EXT	Exton	Amtrak	Amtrak	Amtrak
PA	GNB	Greensburg	Amtrak	Amtrak	Amtrak (partial)
PA	HAR	Harrisburg	Amtrak	Amtrak	Amtrak
PA	HGD	Huntingdon	Amtrak	Amtrak	Amtrak
PA	JST	Johnstown	Amtrak	Amtrak	Amtrak
PA	LNC	Lancaster	Amtrak	Amtrak	Amtrak
PA	LAB	Latrobe	Amtrak	Amtrak	Amtrak

PA	LEW	Lewistown	Amtrak	Amtrak	Amtrak
PA	MID	Middletown	Amtrak	Amtrak	Amtrak
PA	MJY	Mount Joy			Amtrak
PA	PAO	Paoli	Amtrak	Amtrak	Amtrak (partial)
PA	PAR	Parkesburg	Amtrak	Amtrak	Amtrak
PA	PHL	Philadelphia - 30th Street Station	Amtrak	Amtrak	Amtrak
PA	PHN	Philadelphia - North	Amtrak	Amtrak	Amtrak
PA	PGH	Pittsburgh	Amtrak	Amtrak	Amtrak

PA	TYR	Tyrone	Amtrak	Amtrak	
RI	KIN	Kingston		Amtrak	
RI	PVD	Providence	Amtrak	Amtrak	
RI	WLY	Westerly		Amtrak	
SC	CAM	Camden	Amtrak	Amtrak	Amtrak
SC	CHS	Charleston		Amtrak	
SC	CSN	Clemson		Amtrak	
SC	CLB	Columbia		Amtrak	
SC	DNK	Denmark		Amtrak	
SC	DIL	Dillon	Amtrak	Amtrak	Amtrak

SC	FLO	Florence	Amtrak	Amtrak	Amtrak
SC	GRV	Greenville	Amtrak	Amtrak	Amtrak
SC	KTR	Kingstree		Amtrak	
SC	SPB	Spartanburg			
SC	YEM	Yemassee		Amtrak	
TN	MEM	Memphis			
TN	NBM	Newbern- Dyersburg		Amtrak	
TX	ALP	Alpine	Amtrak	Amtrak	Amtrak
TX	AUS	Austin	Amtrak	Amtrak	Amtrak
TX	BMT	Beaumont		Amtrak	

TX	CBR	Cleburne		Amtrak	
TX	DAL	Dallas			
TX	DRT	Del Rio		Amtrak	
TX	ELP	El Paso		Amtrak	Amtrak (partial)
TX	FTW	Fort Worth			
TX	GLE	Gainesville		Amtrak	
TX	HOS	Houston	Amtrak	Amtrak	Amtrak
TX	LVW	Longview		Amtrak	Amtrak
TX	MHL	Marshall	Amtrak	Amtrak	Amtrak
TX	MCG	McGregor	Amtrak	Amtrak	Amtrak

TX	MIN	Mineola		Amtrak	
TX	SAS	San Antonio			
TX	SMC	San Marcos			
TX	SND	Sanderson		Amtrak	Amtrak
TX	TAY	Taylor		Amtrak	Amtrak
TX	TPL	Temple		Amtrak	
UT	GRI	Green River	Amtrak	Amtrak	Amtrak
UT	HER	Helper	Amtrak	Amtrak	Amtrak
UT	PRO	Provo	Amtrak	Amtrak	
UT	SLC	Salt Lake City			Amtrak

					shares responsibility
VA	ALX	Alexandria		Amtrak shares responsibility	
VA	ASD	Ashland		Amtrak	
VA	BCV	Burke Centre			
VA	CVS	Charlottesville	Amtrak	Amtrak	
VA	CLF	Clifton Forge	Amtrak	Amtrak	Amtrak
VA	CLP	Culpeper		Amtrak	
VA	DAN	Danville			
VA	FBG	Fredericksburg	Amtrak shares responsibility	Amtrak shares responsibility	

VA	LOR	Lorton (Auto Train)	Amtrak	Amtrak	Amtrak
VA	LYH	Lynchburg		Amtrak	
VA	MSS	Manassas		Amtrak shares responsibility	Amtrak (partial)
VA	NPN	Newport News	Amtrak	Amtrak	Amtrak (partial)
VA	NFK	Norfolk		Amtrak	
VA	PTB	Petersburg	Amtrak	Amtrak	Amtrak
VA	QAN	Quantico	Amtrak shares responsibility	Amtrak shares responsibility	
VA	RNK	Roanoke	Amtrak	Amtrak	

VA	RVM	Richmond - Main St.			
VA	RVR	Richmond - Staples Mill Rd.	Amtrak	Amtrak	Amtrak
VA	STA	Staunton	Amtrak	Amtrak	Amtrak
VA	WBG	Williamsburg		Amtrak	
VA	WDB	Woodbridge		Amtrak shares responsibility	
VT	BLF	Bellows Falls	Amtrak		
VT	BRA	Brattleboro		Amtrak	
VT	CNV	Castleton	Amtrak	Amtrak	
VT					

	ESX	Essex Junction	Amtrak	Amtrak	Amtrak
VT	MPR	Montpelier	Amtrak	Amtrak	Amtrak
VT	RPH	Randolph	Amtrak	Amtrak	Amtrak
VT	RUD	Rutland			
VT	SAB	St. Albans	Amtrak	Amtrak	Amtrak
VT	WAB	Waterbury	Amtrak	Amtrak	Amtrak
VT	WRJ	White River Jct.			
VT	WNM	Windsor		Amtrak	
WA	BEL	Bellingham			
WA	BNG	Bingen-White Salmon	Amtrak	Amtrak	Amtrak

WA	CTL	Centralia		Amtrak	
WA	EDM	Edmonds	Amtrak shares responsibility	Amtrak	
WA	EPH	Ephrata		Amtrak	
WA	EVR	Everett		Amtrak shares responsibility	
WA	KEL	Kelso-Longview		Amtrak	Amtrak
WA	LWA	Leavenworth			
WA	MVW	Mount Vernon		Amtrak	
WA	OLW	Olympia/Lacey		Amtrak	
WA	PSC	Pasco		Amtrak	

WA	SEA	Seattle - King Street Station		Amtrak	
WA	SPK	Spokane			
WA	STW	Stanwood		Amtrak	
WA	TAC	Tacoma	Amtrak	Amtrak	Amtrak
WA	TUK	Tukwila		Amtrak shares responsibility	
WA	VAN	Vancouver		Amtrak	Amtrak
WA	WEN	Wenatchee	Amtrak	Amtrak	
WA	WIH	Wishram	Amtrak	Amtrak	Amtrak
WI	CBS	Columbus	Amtrak	Amtrak	Amtrak

WI	LSE	La Crosse	Amtrak	Amtrak	Amtrak
WI	MKE	Milwaukee			
WI	MKA	Milwaukee - General Mitchell Intl. Airport			
WI	POG	Portage	Amtrak	Amtrak	Amtrak
WI	SVT	Sturtevant		Amtrak	
WI	TOH	Tomah	Amtrak	Amtrak	Amtrak
WI	WDL	Wisconsin Dells		Amtrak	Amtrak
WV	ALD	Alderson		Amtrak	
WV	CHW	Charleston	Amtrak	Amtrak	Amtrak

WV	HFY	Harpers Ferry	Amtrak shares responsibility	Amtrak shares responsibility	Amtrak shares responsibility
WV	HIN	Hinton		Amtrak	Amtrak
WV	HUN	Huntington	Amtrak	Amtrak	Amtrak
WV	MRB	Martinsburg		Amtrak (partial)	
WV	MNG	Montgomery	Amtrak	Amtrak	
WV	PRC	Prince	Amtrak	Amtrak	Amtrak
WV	THN	Thurmond		Amtrak	Amtrak
WV	WSS	White Sulphur Springs	Amtrak	Amtrak	Amtrak

¹ “Partial” is used to indicate instances where multiple platform or parking facilities

exist and Amtrak does not have responsibility for all of them, or where Amtrak occupies

just part of a larger station structure.

[2](#) “Shared” responsibility is noted where Amtrak and commuter rail service both have responsibility for a rail station element.

Exhibit 4 - Notice of Amtrak Claims Fund Under the ADA

Amtrak has entered into a Settlement Agreement with the U.S. Department of Justice to resolve a lawsuit brought under the Americans with Disabilities Act (“ADA”). The Settlement Agreement resolves alleged violations of the ADA.

If you were harmed by Amtrak’s lack of accessible transportation services between July 27, 2013, and [insert Effective Date of the Settlement Agreement] you may be eligible to receive payment from a compensation fund established by Amtrak.

To be eligible for consideration for possible payment, you must submit a claim by [insert date]. You may obtain information on how to submit a claim in several ways: (1) by sending an email with your name, address, and telephone number to [insert email address to be designated by Fund Administrator], or (2) by calling the Fund Administrator at [insert toll free voice and TTY telephone numbers to be designated by Settlement Administrator].

A copy of the Settlement Agreement between the U.S. Department of Justice and Amtrak is available at [website]. For further information about the ADA, visit www.ada.gov or call the Department of Justice’s toll-free ADA Information Line at 1-800-514-0301 (voice) or 1-800-514-0383 (TTY).

Exhibit 5 - Issue Stations

Code	Station	State
ABE	Aberdeen	MD

ALP	Alpine	TX
ASD	Ashland	VA
BNG	Bingen-White Salmon	WA
BRL	Burlington	IA
CNV	Castleton	VT
CEN	Centralia	IL
CHW	Charleston	WV
CLF	Clifton Forge	VA
COT	Coatesville	PA
CBS	Columbus	WI

COI	Connersville	IN
CRF	Crawfordsville	IN
CRN	Creston	IA
CUM	Cumberland	MD
CUT	Cut Bank	MT
DLK	Detroit Lakes	MN
DVL	Devils Lake	ND
DIL	Dillon	SC
DOW	Downingtown	PA
GPK	East Glacier Park	MT

EFG	Effingham	IL
EKH	Elkhart	IN
ELK	Elko	NV
FMG	Fort Morgan	CO
GNS	Gainesville	GA
GLM	Gilman	IL
GSC	Glenwood Springs	CO
GRA	Granby	CO
HMI	Hammond-Whiting	IN
HFY	Harpers Ferry	WV

HER	Helper	UT
HIN	Hinton	WV
HLD	Holdrege	NE
HMW	Homewood	IL
HUD	Hudson	NY
JSP	Jesup	GA
JST	Johnstown	PA
KEL	Kelso-Longview	WA
KWD	Kirkwood	MO
LAP	La Plata	MO

LCH	Lake Charles	LA
LEW	Lewistown	PA
MAL	Malta	MT
MHL	Marshall	TX
MAT	Mattoon	IL
MAY	Maysville	KY
MCG	McGregor	TX
MPR	Montpelier	VT
MTP	Mount Pleasant	IA
NRK	Newark	DE

NEW	Newton	KS
NSL	Niles	MI
OSB	Old Saybrook	CT
PAR	Parkesburg	PA
PTB	Petersburg	VA
PIC	Picayune	MS
PLO	Plano	IL
PLB	Plattsburgh	NY
PBF	Poplar Bluff	MO
POH	Port Henry	NY

PCT	Princeton	IL
RTL	Rantoul	IL
RVR	Richmond Staples Mill Road	VA
SPM	South Shore-South Portsmouth	KY
SCD	St. Cloud	MN
SPL	Staples	MN
SMT	Summit	IL
TCA	Toccoa	GA
TOH	Tomah	WI

TOP	Topeka	KS
TCL	Tuscaloosa	AL
WTI	Waterloo	IN
WLY	Westerly	RI
WND	Windsor	CT
WNL	Windsor Locks	CT
WIH	Wishram	WA
YUM	Yuma	AZ

Exhibit 6 - Individual Release of Claims

If I, _____, am found to be an Eligible Person who participates in the Compensation Fund, by timely submitting a Claims Form that is approved by the Administrator and negotiating (e.g., cashing or depositing) a settlement check, then I agree to fully release and forever discharge the National Passenger Railroad Corporation (“Amtrak”) from any and all liability for any claim, legal or equitable, that may exist or have accrued as of the date I sign this Individual Release

of Claims, including any claims under Title II and Title III of the Americans with Disabilities Act, any state or local law, or any regulation, standard, or guideline promulgated under any such law, I may have against Amtrak arising out of the facts identified in the United States' Complaint, filed in the United States District Court for the District of Columbia, No. XX-cv-XXXX (D.D.C.), including all claims, known or unknown, relating to Amtrak's failure to make existing stations in its intercity rail system readily accessible to and usable by individual with disabilities by no later than July 26, 2010.

UNKNOWN CLAIMS/CALIFORNIA CIVIL CODE SECTION 1542: To ensure a full and complete release and discharge of the claims described above, each Person who submits a Claims Form confirms that he or she has been advised to consult with legal counsel, is familiar with, and expressly waives any and all rights conferred by California Civil Code Section 1542, or by other statute or common law principles of similar effect, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

[ADA Enforcement Page](#) | [ADA Home Page](#)