

Presented and Adopted: March 7, 2013
SUBJECT: Approval of 2012 Amended Intermunicipal Agreement

#13-22
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

The Board of Directors (the "Board") of the District of Columbia Water and Sewer Authority, (the "Authority") at its meeting on March 7, 2013, upon consideration of a joint-use matter, decided by a vote of nine (9) in favor and none (0) opposed, to take the following action with respect to the 2012 Intermunicipal Agreement, as amended.

WHEREAS, the Blue Plains Advanced Wastewater Treatment Plant (BPAWTP) is designed to provide wastewater service to the District of Columbia and parts of the surrounding communities in Prince George's and Montgomery Counties in Maryland and Fairfax, Arlington and Loudoun Counties in Virginia;

WHEREAS, the Blue Plains Intermunicipal Agreement of 1985 (1985 IMA) was negotiated to allocate both treatment capacity to these jurisdictions and the costs associated with both capital improvements and the operation of the BPAWTP, as well as other joint responsibilities pertaining to wastewater treatment;

WHEREAS, the District of Columbia Water and Sewer Authority (DC Water) was established by legislation in 1996, long after the execution of the 1985 IMA;

WHEREAS, the jurisdictions served by the BPAWTP recognized the need to update the 1985 IMA to account for legal, regulatory, operational and organizational changes since 1985, and after years of collaborative negotiation, completed the development of an updated agreement called the Blue Plains Intermunicipal Agreement of 2012 (2012 IMA);

WHEREAS, on May 3, 2012, the Board adopted Resolution #12-55, approving the 2012 IMA, contingent upon its approval and subsequent execution by all of the assigned signatory parties to said agreement, and setting forth DC Water's process for managing the regular briefing and review with the Board of information concerning the 2012 IMA and the notice and attendance of Board members at relevant meetings concerning the 2012 IMA;

WHEREAS, subsequent to the Board's approval of the 2012 IMA, additional amendments were made to address comments made by the affected parties;

WHEREAS, the 2012 IMA amendments included, and are limited to: 1) modification to Key Principal 11, to insert an termination date of June 30, 2111; 2) addition of new Section 10.H Anti-Deficiency Acts Provisions, to comply with the District of Columbia Anti-Deficiency Act, and the applicable rules for WSSC, Fairfax, Montgomery and Prince George's Counties; and 3) modification of Section 10.A.3 Duration of Agreement, to insert the termination date of June 30, 2111;

WHEREAS, on October 24, 2012, the Blue Plains Leadership Committee approved the amendments to the 2012 IMA;

WHEREAS, on November 15, 2012, the Council of the District of Columbia adopted Resolution 19-697, "Blue Plains Intermunicipal Agreement Emergency Approval Resolution of 2012", approving the IMA, as amended and authorizing the Mayor to execute the amended 2012 IMA on behalf of the District, effective November 30, 2012; 59 DCR 13658;

WHEREAS, the 2012 IMA, as amended, was approved and authorized for execution by: Montgomery County Council on December 4, 2012; Prince George's County Council on January 15, 2013; the Washington Suburban Sanitary Commission on February 20, 2013; and the Fairfax County Board of Supervisors on January 24, 2012, which subsequently determined that the amended 2012 IMA would not require new action or approval for execution;

WHEREAS, the 2012 IMA, as amended, requires the execution by the Chairman of the Board of DC Water;

NOW THEREFORE BE IT RESOLVED THAT:

The Board of Directors of DC Water hereby approves the 2012 IMA, as amended, and authorizes the Chairman of the Board of Directors of DC Water to execute said agreement.

Furthermore, as approved in Board Resolution #12-55, DC Water resolves that the following process shall be followed to manage the regular briefing and review with the Board of information concerning the 2012 IMA, as amended, and the notice and attendance of Board members at relevant meetings concerning the 2012 IMA, as amended:

1. The agenda and other materials distributed for the IMA–Leadership Committee (IMA–LC) and IMA–Regional Committee (IMA–RC) meetings shall be distributed to the Board upon receipt by staff of final materials for the meetings, including the agenda, time and location of all meetings;
2. The Board recognizes that some materials may be of a confidential and deliberative nature and may not be released to the public – and any documents in this category will be clearly marked;

3. An item or information pending before the IMA-LC or IMA-RC that falls within the jurisdiction of a DC Water Board Committee may, at the discretion of the Board Committee Chair, be placed on the agenda of the Board Committee for a briefing and discussion, which may, if appropriate, be undertaken in Executive Session;
4. A Board member who wishes to attend a meeting of the IMA-LC as an observer should provide written notice to the Board Chair, who will forward such a request to the General Manager and Chair of the IMA-LC. The Board Chair may decide to select a member or members of the Board to attend any IMA-LC meeting as an observer at his or her discretion, and the General Manager shall invite such member or members of the Board to attend such meeting, provided that in the event more than one Board member requests an invitation and at least one such member is a DC Board member, no less than one invited Board member shall be a DC Board member.
5. Any Board member may request an invitation to attend a meeting of the IMA - RC as an observer, orally or in writing. Such request shall be provided to the General Manager, who shall forward such request to the Chief Engineer and Assistant General Manager (or, in the alternative, such other staff members as the General Manager may designate to serve on the IMA-RC). The General Manager shall require one of those staff members to issue an invitation to the requesting Board member.
6. If an invitation is not forthcoming as provided in paragraphs 4 and 5 above, the Board will be informed and shall take appropriate action at the next meeting of the DC Water Board.
7. The General Manager in the case of the IMA-LC, and the Chief Engineer and Assistant General Manager in the case of the IMA-RC (or, in the alternative, such other staff members as the General Manager may designate to serve on the IMA - RC), are hereby instructed to object to any set of bylaws proposed for those respective committees under Section 2.B.2.c of the 2012 IMA, as amended, that would erect, or have the effect of erecting, any additional procedural barriers to the participation of Board members as observers at IMA-LC or IMA-RC meetings beyond those set forth in this Resolution.

This resolution is effective immediately.


Secretary to the Board of Directors

BLUE PLAINS INTERMUNICIPAL AGREEMENT of 2012

Among the
**District of Columbia
District of Columbia Water and Sewer Authority
Fairfax County, Virginia
Montgomery County, Maryland
Prince George's County, Maryland
Washington Suburban Sanitary Commission**



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BLUE PLAINS INTERMUNICIPAL AGREEMENT OF 2012

PREAMBLE

THIS BLUE PLAINS INTERMUNICIPAL AGREEMENT OF 2012, is made among the **DISTRICT OF COLUMBIA** (District), the **DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY** (DC Water), **FAIRFAX COUNTY, Virginia** (Fairfax), **MONTGOMERY COUNTY, Maryland** (Montgomery), **PRINCE GEORGE'S COUNTY, Maryland** (Prince George's), and the **WASHINGTON SUBURBAN SANITARY COMMISSION** (WSSC), collectively, "the Parties." This Agreement shall be known as "this IMA" or "the 2012 IMA."

Witness:

WHEREAS, the Parties desire to protect the fish, wildlife, scenic and recreational qualities of the Chesapeake Bay, the Potomac River estuary, the Anacostia River, and other tributary waters, pursuant to the federal Clean Water Act, while providing wastewater collection and treatment services and related biosolids management for the Blue Plains Service Area (BPSA); and

WHEREAS, the District, Fairfax, Montgomery, Prince George's, and WSSC entered into the Blue Plains Intermunicipal Agreement of 1985 (the 1985 IMA) in order to resolve a variety of critical wastewater treatment, biosolids management, and cost allocation issues with the Blue Plains Wastewater Treatment Plant (Blue Plains); and

WHEREAS, much of the wastewater collection and all of the wastewater treatment and related biosolids management required by the 1985 IMA was provided by the District at Blue Plains until 1996, when the District created DC Water as an independent authority with regional responsibilities to provide these and other services through the operation and management of Blue Plains and Other Associated Facilities; and

WHEREAS, the District holds title to the real property, appurtenances, and fixtures of Blue Plains; and

WHEREAS, DC Water is the National Pollutant Discharge Elimination System (NPDES) permit holder for and operates Blue Plains; and

WHEREAS, WSSC is an agency created by the State of Maryland to provide water supply and wastewater collection and treatment and biosolids management services to Montgomery and Prince George's, whose governments each appoint three (3) of WSSC's six (6) Commissioners; WSSC, on behalf of the residents of Montgomery and Prince George's, contributes their allocated share of costs of wastewater services provided by DC Water; and

WHEREAS, the District, Fairfax, Montgomery, and Prince George's are governments, which have cooperated to provide wastewater collection and treatment and biosolids management to protect the public health of their residents and to provide

the infrastructure necessary to realize their respective current and long-range planning and development goals; additionally Fairfax purchases wastewater services directly from DC Water and retails such services to Fairfax customers; and

WHEREAS, the District and DC Water have individual service agreements with other entities, known as Non-Party Users, that have defined Allocated Flow Capacity within the IMA but are not Signatories to the IMA, and Fairfax and WSSC also have individual service agreements with other entities, known as Indirect Users, that share a portion of Fairfax or WSSC's Allocated Flow Capacity within the BPSA; and

WHEREAS, DC Water represents the interests of the Non-Party Users and is responsible for enforcing any Limited Party Agreements with Non-Party Users, whether those agreements are in the name of DC Water or the District, and Fairfax and WSSC are responsible for enforcing any Limited Party Agreements which they have with Indirect Users; and

WHEREAS, the existing institutional arrangements for wastewater treatment, biosolids management, and for Capital Cost and Operating and Maintenance (O&M) Cost allocations among the Parties set forth in the 1985 IMA had their origin in a series of agreements dating back to the 1950s; and

WHEREAS, the Parties have demonstrated their willingness to share in the burdens associated with the demands of regional wastewater collection and treatment and biosolids management for the BPSA; and

WHEREAS, the Parties desire to establish an equitable arrangement for allocating Capital Costs in relationship to their Allocated Flow Capacity and for allocating O&M Costs in relationship to their Actual Flows, with the potential need to allocate certain costs based on factors not linked to capacity allocation or flow (e.g. loadings); and

WHEREAS, the Parties desire to improve and formalize mechanisms for continued cooperation, coordination and communication among the Parties, including capacity planning and technical input regarding Blue Plains and Other Associated Facilities and the BPSA; and

WHEREAS, the Parties desire to provide for a continuing water quality monitoring and evaluation program to address Potomac River estuary, Anacostia River and Chesapeake Bay water quality issues, as well as to recognize the continued need for long-term regional water quality planning, wastewater planning, and biosolids management planning for the BPSA and the region as a whole; and

WHEREAS, the Parties desire to set forth their rights, obligations and responsibilities with respect to the use and management of facilities necessary for wastewater collection and treatment and for biosolids management for the BPSA; and

WHEREAS, the Parties acknowledge that changing conditions may require modifications to Allocated Flow Capacity, Peak Flow Limitations and cost allocations as well as constraints on loadings and potential load allocations; and

WHEREAS, the Parties acknowledge the need for flexibility and expedited responsiveness concerning many issues of wastewater collection and treatment systems and facilities, and biosolids management issues within the BPSA and, to that end, desire to authorize the use of Derivative Agreements to implement the intent of the Parties.

NOW, THEREFORE, the undersigned Parties agree that

1. This Blue Plains Intermunicipal Agreement of 2012 (this IMA) is entered into for the purposes of:
 - a. Allocating the wastewater treatment capacity of Blue Plains and Other Associated Facilities and related peak flows for the collection system;
 - b. Equitably allocating the Capital Costs of wastewater treatment and biosolids management;
 - c. Equitably allocating O&M Costs;
 - d. Defining the responsibilities of pretreatment and operational requirements and biosolids management;
 - e. Defining the process of making future wastewater capacity planning decisions, including addressing load allocations;
 - f. Providing a mechanism for continuing coordination, cooperation and communication; and
 - g. Providing environmental stewardship.
2. Upon signing of this IMA by all Parties, this IMA shall replace the 1985 IMA, and as of such date the 1985 IMA shall be of no further force and effect, and the Blue Plains Regional Committee shall become the Regional Committee created by this IMA.
3. The terms used in this IMA are defined in **Section 12. Glossary**.
4. The headings used in this IMA are for reference purposes only.

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SECTION 1. KEY PRINCIPLES

The provisions of this IMA, and the Derivative Agreements created to implement it, are based upon certain Key Principles. This IMA and the Derivative Agreements shall be governed by and consistent with these Key Principles. These Key Principles shall guide any interpretation or dispute resolution process.

1. **Ensure Best Management** - The Parties commit to continued cooperation, coordination and communication to ensure the best possible management of all Multi-Jurisdiction Use Facilities (MJUFs), including Blue Plains and Other Associated Facilities for the benefit of the District, Fairfax, Montgomery and Prince George's and their residents. In this regard, the Parties acknowledge that, irrespective of their individual agreements with Non-Party Users and Indirect Users of Blue Plains, the Parties shall meet their contractual obligations under this IMA.
2. **Capacity Allocations and Peak Flow Limitations** - The wastewater treatment flow capacity and Peak Flow Limitations, and associated loadings for Blue Plains, are defined and allocated among the Parties and Non-Party Users as set forth in this IMA.
3. **Management of Flows and Loads** - The Parties agree to manage their flows in accordance with their Allocated Flow Capacity and associated Peak Flow Limitations, and overall loads in accordance with Blue Plains Design Load Capacities.
4. **Assessment of Capital Costs** - All Capital Costs associated with Blue Plains and Other Associated Facilities which are MJUFs, shall be assessed in relationship to the District's, Fairfax's and WSSC's and Non-Party Users' Allocated Flow Capacity, Peak Flow Limitations, or other approved Usage Allocation as may be agreed among the Parties. The methodologies and tools used to make those determinations are defined in this IMA. DC Water shall assess Capital Costs against Non-Party Users in accordance with applicable contracts. These Capital Costs shall include the costs associated with rehabilitation of or other improvements to existing facilities, as well as construction of new facilities.
5. **Assessment of Operating and Maintenance (O&M) Costs and Other Costs** - All O&M Costs associated with MJUFs and processes shall be assessed in relationship to the Parties' and Non-Party Users' Billing Flows, or other approved Usage Allocation as may be agreed among the Parties; and DC Water shall be responsible for O&M Costs of Non-Party Users. The Parties also bear financial responsibility for certain fines, penalties and claims.
6. **Costs of Biosolids Management** - The Parties accept individual and collective regional responsibility for the long-term viability of management for biosolids generated by Blue Plains, and agree to appropriately share the biosolids management Capital Costs in proportion to their Allocated Flow Capacity, and O&M Costs in proportion to their Billing Flows.

7. **DC Water’s Responsibility for Operation of Blue Plains** - While DC Water shall afford the other Parties due opportunity to review and comment on important technical and financial issues that may affect the other Parties’ rights and obligations under this IMA, or that may have regional implications, DC Water shall continue to exercise its discretion and judgment with regard to the operation, maintenance and management of Blue Plains and Other Associated Facilities.
8. **Agreement to Cooperate with DC Water** - The Parties have historic, current and future responsibilities for the effective and efficient development of the region, and the provision and maintenance of the region’s infrastructure, including wastewater collection and treatment, and biosolids management within the BPSA. These interconnected responsibilities require the close cooperation and collaboration by the other Parties with DC Water.
9. **Assessment of Projected Flow Capacity Needs and Future Expansion** - The Parties recognize that the wastewater flow capacity and loading requirements for all Parties and Non-Party Users within the BPSA must be assessed periodically and plans made to provide adequate wastewater collection and treatment facilities. They further recognize that the District shall always possess wastewater treatment capacity at Blue Plains sufficient to meet its Projected Flow Capacity Needs; and, therefore, that all future Projected Flow Capacity Needs may or may not be able to be met at Blue Plains. The Parties agree to establish procedures to define these Projected Flow Capacity Needs, identify options to provide for these needs, agree on time frames for notification and actions, and agree on the allocation of capacity and costs. The District has no obligation to expand the currently authorized capacity or loadings of Blue Plains, although an expansion option is not precluded. The Parties may decide to expand Blue Plains or Other Associated Facilities, or accommodate such future flows at facilities other than Blue Plains, based on a Jointly Managed Study. The Parties (and Non-Party Users, as appropriate) agree to share the costs of an expansion at Blue Plains or Other Associated Facilities, or at any other facilities, based on agreed upon capacity and loading allocations, and associated Peak Flow Limitations.
10. **Protection of Water Quality** – Stewardship and protection of the water quality of the Potomac River estuary, the Anacostia River, and contributing to the health of the Chesapeake Bay are fundamental values of the Parties. Achieving these goals is an inherent function of Blue Plains, manifested through its NPDES permit.
11. **Effect and Amendment of this IMA and Derivative Agreements** - This IMA remains in effect until June 30, 2111, unless amended, replaced or terminated earlier by mutual consent of all the Parties. The Parties may amend this IMA in accordance with its terms. The Parties may create, amend or terminate any associated Derivative Agreements addressing implementation of this IMA, as provided in this IMA. Certain agreements, set forth in the Appendix, which were suspended, extinguished or superseded by the 1985 IMA, are extinguished and superseded by this IMA.

12. **Dispute Resolution** - The Parties agree to a dispute resolution process to resolve differences regarding interpretation of or disputes regarding this IMA or the Derivative Agreements.

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SECTION 2. GOVERNANCE

A. LEVELS OF AUTHORITY

The physical and financial interdependence of Blue Plains and Other Associated Facilities requires regular forums where technical, policy and financial issues affecting more than one Party can be presented and discussed, and where differences and disputes can be resolved. The Parties agree that they shall make every effort to achieve consensus decisions. In fulfilling these responsibilities, the Parties may proceed or act at three different levels of authority: (1) the policy level, (2) the administrative level or (3) the technical level.

B. AUTHORITY TO ACT AND GENERAL PARTY RESPONSIBILITIES

1. **Basis** - Authority for action or decision by each member of the three (3) bodies identified herein as levels of governance is pursuant to applicable enabling legislation, charter provisions or formal policies of each Party.
2. **General Party Responsibilities**
 - a. Unless otherwise stated herein, each Party shall determine which of its officials or staff will act on its behalf.
 - b. Unless otherwise stated herein, each Party shall be responsible for any notice to its officials, staff or constituents, pursuant to applicable legislation, charter provisions, or formal or informal policies of the Party.
 - c. Consistent with the respective bylaws of the Leadership Committee and the Regional Committee, those Committees may allow observers invited by members of those committees to attend their meetings.

C. POLICY LEVEL: THE IMA SIGNATORIES

1. **Signatory** - The Signatories of this IMA are the highest level of officials of each Party, as designated below:
 - a. District of Columbia – Mayor
 - b. DC Water – Chairman, Board of Directors
 - c. Fairfax County, Virginia – Chairman, Board of Supervisors
 - d. Montgomery County, Maryland – President, County Council and County Executive
 - e. Prince George’s County, Maryland – Chair, County Council and County Executive
 - f. Washington Suburban Sanitary Commission – Chair and Vice Chair
2. Each Signatory warrants that its signature is authorized.
3. Written agreement of the Parties, at the Signatory level, is required to revise, amend or terminate this IMA pursuant to **Section 10**.

4. Signatory review shall constitute the last or highest internal level of dispute resolution under **Section 10**.

D. ADMINISTRATIVE LEVEL: THE IMA LEADERSHIP COMMITTEE

1. **Composition** - The IMA Leadership Committee (the Leadership Committee) shall be composed of the governmental Chief Administrative Officers and the Operating Agencies' General Managers, i.e. six (6) members, consisting of one (1) member from each Party as designated below:
 - a. District of Columbia – City Administrator
 - b. DC Water – General Manager
 - c. Fairfax County, Virginia – County Executive
 - d. Montgomery County, Maryland – Chief Administrative Officer
 - e. Prince George's County, Maryland – Chief Administrative Officer
 - f. Washington Suburban Sanitary Commission – General Manager
2. **General Responsibility** - The Leadership Committee shall oversee the implementation of this IMA. The Committee shall convene at least annually to receive briefings and to resolve issues or endorse positions presented by the Regional Committee or a Party, including dispute resolution.
3. **Specific Functions** - The Leadership Committee is charged with overseeing this IMA which function includes, where appropriate or required, authorization, review and approval of:
 - a. Derivative Agreements, except for Limited Party Agreements, and amendments to or termination of Derivative Agreements, except for Limited Party Agreements, entered into pursuant to **Section 11**, in order to address routine, procedural or operational elements of this IMA;
 - b. Final interpretations of this IMA and Derivative Agreements for matters referred to it by the Regional Committee or when dispute resolution has been invoked;
 - c. Action on issues covered by this IMA and Derivative Agreements that have a potential policy or fiscal impact on the Parties, or on the capability of Blue Plains to effectively provide wastewater treatment; and
 - d. Other duties as set forth in this IMA.
4. **Procedures**
 - a. The Leadership Committee shall act by the unanimous agreement of all of its members and formal action documented in minutes or other documents.
 - b. The Leadership Committee may agree that certain decisions or actions implementing this IMA may be made by the unanimous agreement of the respective governmental Chief Administrative Officers or the unanimous agreement of the respective Operating Agency Representatives alone. The

Parties acknowledge that Fairfax is both a governmental entity and an Operating Agency, and may participate in either subgroup as appropriate.

- c. The Leadership Committee shall select a chair and develop procedures consistent with this IMA.

5. **Regional Committee Input** - The Leadership Committee may seek the recommendation of and request reports from the Regional Committee.

E. TECHNICAL LEVEL: THE IMA REGIONAL COMMITTEE

1. **Composition** - The IMA Regional Committee (the Regional Committee) shall be composed of 12 members, consisting of two (2) members from each Party.
2. **Appointment** - Members of the Regional Committee shall be appointed by the members of the Leadership Committee for their respective Party, and shall consist of professional staff representatives from each of the Parties.
3. **General Responsibilities**
 - a. The Regional Committee is created for the purpose of assisting in the interpretation, administration and implementation of this IMA and to resolve issues pertaining to Blue Plains that are within the scope of this IMA and the Derivative Agreements.
 - b. The Regional Committee shall identify issues relevant to the implementation and oversight of this IMA, and shall coordinate, review and consider appropriate actions for the effective provision of wastewater collection and treatment and biosolids management to support the current and future Projected Flow Capacity Needs of the BPSA.
 - c. The Regional Committee shall make recommendations to the Leadership Committee and, where appropriate, to other entities with respect to the rights and obligations of the Parties.
 - d. The Regional Committee shall make decisions and take actions as delegated to it by the Leadership Committee.
4. **Specific Functions** - The Regional Committee is responsible for the following:
 - a. Implementing this IMA and Derivative Agreements, including:
 - 1) Recommendations on policy issues;
 - 2) Initial resolution of disputes associated with implementation;
 - 3) Providing recommendations to the Leadership Committee on amendments to this IMA;

- 4) Providing recommendations to the Leadership Committee on creation, modification or termination of Derivative Agreements to address routine, procedural or operational elements of this IMA;
 - 5) Providing guidance and recommendations for any other issues that may arise within the scope of this IMA.
- b. Evaluating the terms of agreements with Non-Party Users and Indirect Users;
 - c. Evaluating population impacts, flow projections and service area boundaries;
 - d. Providing analysis of flow measurement and data collection efforts, as well as flow management programs and their flow capacity impacts;
 - e. Evaluating the Parties' flows and conformance with Allocated Flow Capacity and Peak Flow Limitations;
 - f. Defining and assessing the Parties' Projected Flow Capacity Needs, loading requirements and options;
 - g. Evaluating proposals regarding any capacity reallocation;
 - h. Evaluating proposed permit conditions, including potential capacity and financial impacts;
 - i. Establishing cost allocations for Capital Costs and O&M Costs of MJUFs;
 - j. Evaluating Blue Plains impacts and contributions towards meeting local and regional water quality goals;
 - k. Providing input and regional support for Blue Plains biosolids management program;
 - l. Evaluating the Parties' compliance with their requirements under Blue Plains Pretreatment Program;
 - m. Providing recommendations for DC Water's proposed "Capital Improvements Program Budget" and annual "Operating Budget" as they relate to MJUFs; and
 - n. Other duties as set forth in this IMA.
5. **Serve as a Forum** - The Regional Committee shall provide a forum for in-depth discussion and coordination regarding the wastewater and biosolids technical, policy and financial issues affecting Parties. Any Party may submit issues to the Regional Committee for review and comment prior to regional action or prior to Implementation by DC Water or any other Party.

6. **Procedures** - The Regional Committee shall act by the unanimous agreement of all of its members and formal action documented in minutes or other documents.
 - a. The Regional Committee may agree that certain categories of decisions or actions may be made by the unanimous agreement of the representatives of the governmental entities alone or the unanimous agreement of the Operating Agency Representatives alone. The Parties acknowledge that Fairfax is both a governmental entity and an Operating Agency, and may participate in either subgroup, as appropriate.
 - b. The Regional Committee shall select its own chair and develop its own procedures consistent with this IMA.
 - c. The Regional Committee shall meet at least quarterly.
 - d. The Regional Committee may create standing or ad-hoc subcommittees or work groups to address issues/topics as required. These subcommittees/work groups shall be responsible for addressing issues assigned to them, and for developing recommendations for the Regional Committee.
 - e. The Operating Agency Representatives are a subset of members of the Regional Committee and shall be a standing work group of the Regional Committee.
7. **Annual Work Program and Budget for Secretariat Services** - The Regional Committee shall recommend, and the Leadership Committee shall approve, an annual work program and budget, and an agreement with an entity to provide secretariat services for the Leadership Committee, the Parties and the Regional Committee to carry out their responsibilities under this IMA, as set forth in a Service Agreement.
8. **Annual Work Program and Budget for a Regional Water Quality Management Program** - The Regional Committee shall recommend, and the Leadership Committee shall approve, an annual work program and budget, and an agreement with an entity to address a regional water quality management program, as set forth in a Service Agreement.
9. **Regional Committee Communication with Parties** - On behalf of the Leadership Committee, the Regional Committee shall prepare an annual report to the Parties regarding the implementation of this IMA, and shall provide such other reports on its activities as the Leadership Committee or Signatories may require.

-END OF PAGE-

SECTION 3. BLUE PLAINS PERMIT RESPONSIBILITIES AND TREATMENT PROCESS REQUIREMENTS

A. DC WATER'S OVERALL PERMIT RESPONSIBILITIES

As operator of Blue Plains and Other Associated Facilities, DC Water is responsible for monitoring pending federal, state and local statutory and regulatory developments; and for anticipating potential impacts on the Blue Plains National Pollution Discharge Elimination System (NPDES) permit, or other permit requirements, as a result of such developments. DC Water is also responsible for monitoring and analyzing other issues that can reasonably be expected to impact Blue Plains permit conditions, programs and process requirements. DC Water's assessment of these impacts shall include, but not be limited to, an assessment of the potential impacts on Blue Plains and Other Associated Facilities and Pretreatment Program requirements.

B. DC WATER'S NOTIFICATION RESPONSIBILITIES

If DC Water determines that any matter or issue in this **Section 3** may result in modification of permit conditions, programs or process requirements at Blue Plains and Other Associated Facilities, it shall determine the anticipated timing and potential financial impacts of such modifications on the Parties and Non-Party Users, and shall inform the Regional Committee. Potential financial impacts include Capital Costs, as well as O&M Costs. Once DC Water identifies the need for additional Capital Costs or O&M Costs, the other Parties shall have an opportunity to comment on the timing and other aspects of the projects prior to the projects proceeding.

C. INDIVIDUAL PARTY RESPONSIBILITIES

Each Party is responsible for its share of any financial commitment, including Capital Costs and O&M Costs, to address any modification of permit conditions, programs or process requirements at Blue Plains, as set forth in **Section 5**.

D. COLLECTIVE PARTY RESPONSIBILITIES

In addition to addressing the financial impacts of regulations, permit conditions, programs, and process impacts determined under this **Section 3**, the Parties agree to evaluate this IMA to determine if any elements, including, but not limited to, cost elements need to be amended.

E. REGIONAL WATER QUALITY MANAGEMENT PROGRAM SUPPORT

1. **Stewardship** - The Parties recognize their collective and regional responsibilities for the long-term protection of the Potomac River estuary and the Anacostia River water quality, and supporting restoration of the Chesapeake Bay; and responding to other environmental requirements impacting Blue Plains and Other Associated Facilities. The Parties agree to fulfill these objectives of regional water quality management planning, monitoring and modeling programs in the most cost-effective manner for Blue Plains.

2. **Program Activities** - The Parties shall actively support regional water quality and environmental programs to monitor and analyze state, federal and local water quality management policies and regulations, as well as wastewater treatment and biosolids management technologies and permitting issues, and engage in policy and technical advocacy.

F. **DERIVATIVE AGREEMENT** – Derivative Agreements shall address additional matters set forth in this **Section 3**. They may be replaced or supplemented by successor or other Derivative Agreements.

-END OF PAGE-

SECTION 4. BLUE PLAINS FLOW CAPACITY, LOADS, AND PEAK FLOWS - ALLOCATIONS AND LIMITATIONS

A. BLUE PLAINS ALLOCATED FLOW CAPACITY

1. Basis for Capacity Allocations

- a. The Allocated Flow Capacity for the District, Fairfax, WSSC, and Non-Party Users is defined in **Table 4-A** below.
- b. The Allocated Flow Capacity is based on Blue Plains current Design Flow Capacity and reflects the ability of Blue Plains to provide treatment of the incoming wastewater under Annual Average Hydrologic Conditions.
- c. It is recognized that the Captured Stormwater Flows (CSF) that receive treatment to meet the Combined Sewer Overflow Long-term Control Plan (CSO LTCP) requirements are not part of the District’s Allocated Flow Capacity.

TABLE 4-A

BLUE PLAINS ALLOCATED FLOW CAPACITY	
ENTITIES	ALLOCATIONS (MGD)¹
District of Columbia	152.50
Non-Party Users:	
Loudoun County Sanitation Authority, Virginia	13.80
Dulles Airport, Virginia	1.50
Town of Vienna, Virginia	1.50
Naval Ship Research & Development Center, Maryland	0.07
National Park Service, Maryland	<u>0.03</u>
Sub-total	16.90
District of Columbia – Total	169.40
WSSC² (for Prince George’s County & Montgomery County), Maryland – Total	169.60
Fairfax County, Virginia³ - Total	31.00
Grand Total – Blue Plains Design Flow Capacity	370.00

¹ Flows represent Annual Average Hydrologic Conditions.

² The Allocated Flow Capacity for WSSC is on behalf of Prince George’s and Montgomery; with any sub-allocations determined by separate agreements between those entities. The WSSC allocation also includes wastewater from other political jurisdictions with which WSSC has separate agreements.

³ The Allocated Flow Capacity for Fairfax also includes wastewater from other political jurisdictions with which Fairfax has separate agreements.

2. Compliance with Capacity Allocations

- a. The District, Fairfax and WSSC shall comply with their Allocated Flow Capacity.
- b. Compliance with the Allocated Flow Capacity by the District, Fairfax and WSSC shall be assessed based on their Adjusted Flow, and as calculated in **Operating Agreement #3**.
- c. Continued use of this Allocated Flow Capacity by the District, Fairfax, WSSC or Non-Party Users, however, shall be dependent on the respective entity making the financial contribution for its appropriate share of the Capital Cost and O&M Costs of all MJUFs in accordance with **Section 5**.

3. Assessment of Future Needs - Assessment of Projected Flow Capacity Needs for the District, Fairfax, WSSC and Non-Party Users, as compared to their Allocated Flow Capacity, shall be in accordance with **Section 7**.

4. Compliance by Non-Party Users and Indirect Users

- a. The District and DC Water shall use their best efforts to require Non-Party Users to comply with their Allocated Flow Capacity.
- b. Fairfax and WSSC shall use their best efforts to require Indirect Users to comply with their capacity allocations as defined under Limited Party Agreements with the Indirect Users.
- c. Irrespective of such efforts, all Parties shall be bound by their Allocated Flow Capacity.

5. Conditions on Limited Party Agreements for a Transfer of Allocated Flow Capacity

- a. Before a Limited Party Agreement, as permitted by **Section 11**, for a transfer of Allocated Flow Capacity can be executed:
 - 1) It must include terms which do not change the financial obligations required under this IMA to DC Water for the Allocated Flow Capacity being transferred; and
 - 2) It shall be reviewed by the Regional Committee to ensure, among other matters, that the proposed transfer does not change the rights and responsibilities of a Party as set forth in this IMA.
- b. Financial arrangements pursuant to a Limited Party Agreement for a transfer of Allocated Flow Capacity shall be determined by the involved parties.

-END OF PAGE-

B. BLUE PLAINS EFFLUENT LOADS AND BLUE PLAINS EFFLUENT LOAD ALLOCATIONS

1. **Basis for Blue Plains Effluent Loads and Blue Plains Effluent Load Allocations** - The Blue Plains Effluent Loads and the associated Blue Plains Effluent Load Allocations shall be consistent with Blue Plains permit and as defined in **Operating Agreement #1**.
2. **Requirements for Transfers of Flow and/or Effluent Load Allocations Outside Blue Plains or BPSA**
 - a. If the District, Fairfax or WSSC determine that it will divert any or all of its current or projected wastewater flows originating in the BPSA from Blue Plains, the associated Effluent Load Allocation may be transferred away from Blue Plains.
 - b. The transfer of any Effluent Load Allocations away from Blue Plains, whether by the District, Fairfax, WSSC or by others, shall result in a proportionate reduction in the usable Allocated Flow Capacity of the Party(ies) having their Effluent Load Allocations reduced; unless additional Blue Plains Load Allocations or Blue Plains Load Offsets are obtained. This shall not result in a change to the Allocated Flow Capacities defined in **Table 4-A**.

C. BLUE PLAINS INFLUENT LOADS AND INFLUENT DESIGN LOAD CAPACITY

1. **Basis for Blue Plains Influent Loads**
 - a. The pollutant loads from all influent wastewater flows to Blue Plains, their concentrations, associated flow characteristics, and related design assumptions are related to Blue Plains Influent Load(s) and are expressed as the Design Load Capacity, as defined in **Operating Agreement #1**.
 - b. The Design Load Capacity is based on Blue Plains current Design Flow Capacity and reflects the ability of Blue Plains to provide treatment of the incoming wastewater under maximum year flow conditions.
2. **Compliance with Blue Plains Influent Loads** - The Parties shall work to ensure that pollutant loads from all influent flows do not exceed Design Load Capacity(ies), as defined in **Operating Agreement #1**; unless pollutant loads in excess of the Design Load Capacity(ies) have been determined by DC Water to not pose a potential risk of contributing to Blue Plains Permit violations.

D. MONITORING OF AND RECOMMENDATIONS REGARDING INFLUENT FLOWS AND LOADS

1. DC Water shall routinely sample and monitor influent loads and wastewater process performance, with input from the other Parties, to determine if and when either the collective or individual influent concentrations from each Party appear to exceed normal variations in influent wastewater strength as determined by DC Water.

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2. Such assessments shall address, but not be limited to addressing wastewater and Captured Stormwater Flow contributions, as well as Inflow/Infiltration (“I/I”) impacts on influent loads.
3. DC Water shall determine whether these variations have the potential to impact Blue Plains plant performance, permit compliance, Allocated Flow Capacity, Effluent Load Allocations, or the Design Load Capacity, and make recommendations to the Regional Committee.
4. DC Water shall review influent flow rates and influent loads compared to Design Flow Capacity and Design Load Capacity values, and recommend whether plant-wide influent loads may need to be sub-allocated to the District, Fairfax, WSSC and Non-Party Users, or if any adjustments to the Allocated Flow Capacities might be required in order to meet NPDES permit requirements.
5. The Regional Committee shall routinely review all of these matters to determine whether the rights and responsibilities of the Parties are affected, and to make necessary recommendations to the Leadership Committee regarding, but not limited to, the following: cost elements, Effluent Load Allocations, and/or Allocated Flow Capacity. These recommendations shall address potential assignments to the District, Fairfax and WSSC, individually or collectively, as well as to Non-Party Users.

E. BLUE PLAINS SERVICE AREA (BPSA) PEAK FLOW LIMITATIONS - GENERAL CONDITIONS

1. **Peak Flow Limitations** - The Peak Flow Limitations for metered points of connection between the collection systems of two (2) or more Parties within the BPSA are defined as follows:
 - a. Potomac Interceptor (PI) and other interceptors for WSSC, Fairfax and Non-Party Users’ flows to collection systems operated by DC Water - **Table 4-B.**
 - b. Interceptors for WSSC flows to collection systems operated by DC Water – **Table 4-C.**
 - c. Interceptors for District flows to collection systems operated by WSSC - **Table 4-D.**

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**Table 4-B - PEAK FLOW LIMITATIONS¹
FOR WSSC, FAIRFAX COUNTY & NON-PARTY USERS
FOR THE POTOMAC INTERCEPTOR & OTHER INTERCEPTORS
OPERATED BY DC WATER**

Jurisdiction / Agency Points of Connection	Flow Capacity (Annual Average in MGD)	Peak Flow Limitation (MGD)	Peak/ Average Ratio
WSSC			
Cabin John (to MUPI) ²	10.3	23.3	2.3
Cabin John (to PI)	6.1	37.0	6.1
Muddy Branch	8.4	28.3	3.4
Watts Branch	5.8	16.5	2.8
Rock Run	1.3	5.6	4.3
Subtotal to PI	21.6	87.4	
WSSC Total to PI & UPI³	31.9	110.7	3.5
Fairfax County			
Sully Road #1	4.0	14.0	3.5
Sully Road #2	1.1	3.0	2.7
Rock Hill Road	0.9	2.4	2.7
Sugarland Run	4.0	14.0	3.5
Great Falls ⁴	8.7	30.0	3.4
Scotts Run	2.9	10.2	3.5
Subtotal to PI	21.6	73.6	
Pimmit Run	9.4	35.0	3.7
Fairfax Total to PI & Pimmit Run	31.0	108.6	3.5
Loudoun County Sanitation Authority	13.8	31.9	
Other Non-Party Users	1.5	3.5	
Grand Total	67.9	231.4	

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¹ The Peak Flow Limitations and peak flow ratios for the Potomac Interceptor are acknowledged to be greater than design and modeling values.

² MUPI - Maryland Upper Potomac Interceptor

³ UPI - Upper Potomac Interceptor

⁴ This excludes the flow from the Town of Vienna, Virginia.

**TABLE 4-C – PEAK FLOW LIMITATIONS FOR WSSC
FOR OTHER INTERCEPTORS OPERATED BY DC WATER**

Jurisdiction / Agency Points of Connection	Flow Capacity (Annual Average in MGD)	Peak Flow Limitation (MGD)
WSSC		
Little Falls Trunk Sewer	7.6	20.8
Rock Creek Main Interceptor ¹ and Relief	33.5	56.6
Anacostia Forcemain & Project 89	83.2	185.0
Watts Branch Interceptor (Prince George’s County)	1.3	5.9
Upper Oxon Run Trunk Sewer	6.1	15.6
Barnaby Branch	2.8	8.4
Owens Road	1.7	5.5
Indian Head Highway	1.5	5.3
TOTAL	137.7	N/A

**TABLE 4-D – PEAK FLOW LIMITATIONS FOR THE DISTRICT
FOR OTHER INTERCEPTORS OPERATED BY WSSC**

Jurisdiction / Agency Points of Connection	Flow Capacity (Annual Average in MGD)	Peak Flow Limitation (MGD)
DISTRICT		
Point M-Kennedy St.	0.7	4.4
Point S-Fort Dupont St.	0.4	3.0
Point W-30th St.	0.7	4.8

2. **Basis for Peak Flow Limitations** - The Peak Flow Limitations, defined in **Table 4-B, Table 4-C, and Table 4-D**, have been developed consistent with the Allocated Flow Capacity for the District, Fairfax, WSSC and Non-Party Users, and reflect the maximum flows that have been determined (through modeling and historical observation of system performance) that the BPSA collection systems can convey without exceeding the capacity of the sewer system during wet weather conditions (e.g., rainfall or snowmelt events).
3. **Constraints on Peak Flow Limitations**
 - a. The Peak Flow Limitations, defined in **Table 4-B, Table 4-C, and Table 4-D**, are predicated on the assumption that the District, Fairfax, and WSSC shall not make piping/service area modifications that would increase or significantly alter the character of the peak flows delivered to these points of connection.

¹ This includes that portion of Silver Spring Maryland which enters the Rock Creek Main Interceptor Sewer within the District.

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- b. If the District, Fairfax or WSSC proposes to make such modifications, they shall submit requests to DC Water, and DC Water will evaluate the request to determine whether such modifications can be accommodated.
- c. The District, Fairfax and WSSC shall manage their systems or flow management so that the peak flows or sustained peak flows are consistent with historical patterns and assumptions underlying the Peak Flow Limitations, as determined by DC Water.

4. Adjustments to Peak Flow Limitations

- a. The peak flows from the District, Fairfax or WSSC can exceed their Peak Flow Limitations for any point of connection, as defined in **Table 4-B**, **Table 4-C**, and **Table 4-D**, if their Adjusted Flow does not exceed their Allocated Flow Capacity and if there are no adverse hydraulic impacts to the affected interceptors. Any peak flow shaving facilities or operations must be approved by DC Water with respect to proposed peak flow rates, duration, and overall interceptor system capacity.
- b. DC Water shall routinely monitor all peak flows within the BPSA collection system, determine appropriate action for any problems which arise, and make recommendations to the Regional Committee, consistent with **Section 6**. Specific details for how this monitoring and assessment shall be conducted are described in **Operating Agreement #3**.
- c. Should future model analysis or observation of system performance indicate a need to revise these Peak Flow Limitations, the affected Parties shall support appropriate modifications to these limits, or to the system to ensure compliance with permit and other legal and Operational Requirements.

5. Compliance by District, Fairfax and WSSC with Peak Flow Limitations

- a. Except as otherwise provided herein, the District, Fairfax and WSSC shall comply with their Peak Flow Limitations at the various points of connection.
- b. Continued use of these Peak Flow Limitations by the District, Fairfax and WSSC, however, shall be dependent on that entity making the financial contribution for its appropriate share of the Capital Cost and O&M Costs of all MJUFs in accordance with **Section 5**.
- c. The Parties shall ensure that the District, Fairfax and WSSC's collection systems limit the amount of I/I entering these systems. Collection systems shall be maintained so that I/I volumes do not contribute to exceedances of the Peak Flow Limitations.

6. Compliance by Non-Party Users & Indirect Users with Peak Flow Limitations

- a. Continued use of these Peak Flow Limitations by the Non-Party Users, however, shall be dependent on that entity making the financial contribution for its appropriate share of the Capital Cost and O&M Costs of all MJUFs in

accordance with **Section 5**.

- b. The Parties shall use their best efforts to require Non-Party Users and Indirect Users to comply with the defined Peak Flow Limitations.
- c. Except as otherwise provided herein, irrespective of such efforts, the Parties shall comply with the Peak Flow Limitations.
- d. As appropriate and necessary, collection systems for the Non-Party Users and Indirect Users should limit the amount of I/I entering these systems.
 - 1) DC Water shall be responsible for ensuring that similar requirements are upheld by the Non-Party Users;
 - 2) Fairfax and WSSC shall be responsible for ensuring that similar requirements are upheld by the Indirect Users; and
 - 3) Irrespective of such efforts, and except as provided herein, the Parties shall be bound by these requirements.

7. Wastewater Collection System Connections

- a. **Additional Interconnections** - Subject to the conditions imposed by this IMA and any other conditions which might be imposed by the Parties at the time, additional interconnections between the wastewater collection systems of the District, Fairfax, WSSC and Non-Party Users shall be allowed.
- b. **No Requirement to Accept Flow Causing an Exceedance** - The District, Fairfax and WSSC shall not be required to accept flow into its wastewater collection system if that flow exceeds its own or the Non-Party User's Peak Flow Limitations.
- c. **Sewer Connection Approval** - Every connection of a sewer by the District, Fairfax or WSSC, or a Non-Party User, to the sewage collection system of another shall be made only based on prior written approval of the Operating Agency representative for that entity to whom the connection is being made, with notice provided to the Regional Committee.

F. ADDITIONAL BPSA PEAK FLOW LIMITATIONS – POTOMAC INTERCEPTOR (PI) CONDITIONS

- 1. **Additional Basis for PI Peak Flow Limitations** - These Peak Flow Limitations are based on analysis that indicates that the PI has not overflowed when the sum of the peak flows delivered has been limited to the 220-240 million gallons per day range. This performance is due to the large service area, timing of flows and rainfall variability.

2. Potential Modifications to Potomac Interceptor Peak Flow Limitations

- a. DC Water shall monitor flows and the performance of the PI system to determine if overflows do occur; and then shall work with Fairfax and WSSC to identify the reasons and to determine if revisions/reductions to the Peak Flow Limitations presented in **Table 4-B** are required.

- b. If DC Water determines based upon its monitoring and technical analysis that such revisions/reductions are necessary, it can require those reductions until this IMA is amended and Fairfax and WSSC shall comply with such determination.

G. DERIVATIVE AGREEMENT – Operating Agreement #1, Blue Plains Flow Capacity, Loads and Peak Flows – Allocations and Limitations, addresses additional matters set forth in this Section. It may be replaced or supplemented by successor or other Derivative Agreements.

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SECTION 5. FINANCIAL RESPONSIBILITIES OF PARTIES

A. ASSIGNMENT OF RESPONSIBILITIES

1. Acknowledgements

- a. The Parties acknowledge their financial responsibility for their respective shares of the Capital Costs and the O&M Costs of all MJUFs, including but not limited to Blue Plains and Other Associated Facilities. The Parties also bear financial responsibility for certain fines, penalties and claims.
- b. The Parties acknowledge that the “*Blue Plains Intermunicipal Agreement of 1985 Equity Payment Study*” (dated February, 1987), and the subsequent “equity payments” required by the 1985 IMA, reconciled all Capital Cost contributions for the Parties prior to 1987 and established a new baseline as of 1988 for calculating and allocating any future Capital Costs associated with Blue Plains.

2. Leadership Committee - The Leadership Committee shall ensure that the financial commitments of the Parties and Non-Party Users are met.

3. Regional Committee

- a. The Regional Committee shall agree upon MJUFs determinations and cost allocations, with detailed project lists and cost rationales, as well as billing and payment procedures.
- b. The Regional Committee shall address any new cost elements and cost allocation issues.
- c. The Regional Committee shall also ensure that a record is kept of calculations, procedures and agreements which implement this **Section 5**, including financial allocations for Capital Costs, O&M Costs, billing and payment procedures, User Fees, as well as fines, penalties and claims.

B. DETERMINATION OF MULTI-JURISDICTION USE FACILITIES (MJUFs)

1. Basis for Making MJUF Determinations - DC Water shall make determinations of the extent to which any facility is utilized by one or more entities and is, therefore, a MJUF; and, based thereon, shall make a recommendation regarding how the cost of building, operating, maintaining, or rehabilitating the facilities might be equitably shared among those entities, as more fully described in **Section 3.B.3.** below.
2. Parties Commit to Pay Costs - The District, Fairfax, WSSC and Non-Party Users are responsible for their respective share of all Capital Costs, O&M Costs, and other direct costs and indirect costs associated with MJUFs at Blue Plains and Other Associated Facilities. The costs include those associated with meeting permit requirements, as well as normal wastewater treatment process and biosolids management requirements for Blue Plains and Other Associated Facilities. These costs shall be developed to ensure full cost-recovery for the O&M, construction or

rehabilitation of the specified facilities. District costs are met through direct ratepayer payments.

3. **DC Water to Recommend Cost Allocations**

- a. DC Water shall utilize a methodology and associated technical tools that the Regional Committee has agreed to for making determinations whether a facility is a MJUF.
- b. DC Water shall make recommendations to the Regional Committee regarding MJUFs, and the proposed cost allocations proposed for those facilities, including providing specific project/program details and cost allocation rationale for making the MJUF determinations.
- c. DC Water shall inform the Regional Committee in a timely manner of the potential magnitude and anticipated timing of the necessary financial commitments to address their share of those commitments.
- d. DC Water shall consider Regional Committee input regarding the proposed amount and timing of those financial commitments. This process shall be an iterative process as regulatory requirements, process impacts, and major capital program requirements are defined and subsequently refined. The costs associated with the O&M, rehabilitation, construction or other use of these facilities shall be allocated among the Parties and Non-Party Users.
- e. The methodology and technical tools to be used in making these determinations shall be set out in **Operating Agreement #2**.

4. **Regional Committee to Endorse Cost Allocations and Identify Policy Issues** –

The Regional Committee shall review DC Water’s recommendations regarding MJUF designations and proposed cost allocations and, if appropriate, endorse the allocations, and identify any resultant policy issues associated with those recommendations.

5. **Regional Committee to Recommend Cost Allocation** - The Regional Committee shall recommend cost allocations to the Leadership Committee for approval.

C. CAPITAL COST RESPONSIBILITIES

1. **General Requirements - DC Water’s Responsibility** - DC Water shall be responsible for addressing all of the obligations in this **Section 5** as they pertain to the Non-Party Users. Once DC Water identifies the need for additional Capital Costs, the other Parties shall be provided the opportunity to comment on the timing and other aspects of the projects. DC Water shall assess Fairfax and WSSC for their proportionate share of the Capital Costs incurred for MJUFs. DC Water shall assess District ratepayers using the same basis and reflecting the District’s proportionate share of all costs.

2. **Blue Plains Capital Cost Allocations** - The costs for construction, installation, upgrade or expansion of any facilities which are built to manage wastewater, other than Captured Stormwater Flow, that is treated at Blue Plains, or the biosolids or other residuals from Blue Plains shall be allocated to the District, Fairfax, WSSC, and Non-Party Users, based on the methodology set forth in **Operating Agreement #2**.
3. **Other Associated Facilities' Capital Cost Allocations** – Except as provided herein, the costs for construction, installation, upgrade or expansion of any Other Associated Facilities shall be allocated to the District, Fairfax, WSSC and Non-Party Users in proportion to their Allocated Flow Capacity or other Usage Allocations.
4. **Capital Equipment Cost Allocations Relating to MJUFs** - Capital Equipment Costs, that are incurred to replace, extend the life of or increase capacity of Blue Plains assets, will be allocated consistent with Allocated Flow Capacity, Actual Flows or other Usage Allocations, as defined in **Operating Agreement #2**.
5. **Basis for Cost Allocations for Fairfax or WSSC MJUFs** - The District, Fairfax, WSSC, and Non-Party Users shall pay the costs for construction, installation, upgrade or expansion of any MJUFs which are built by Fairfax or WSSC for wastewater treatment or biosolids management, or management of residuals from Blue Plains, in proportion to their Allocated Flow Capacity or other Usage Allocations, or as otherwise may be provided by this IMA or Derivative Agreements.
6. **Basis for Non-Standard Cost Allocations** – Projects, whose basis of design or operation DC Water has determined are not inherently linked to standard systems developed for flow or capacity as otherwise set forth in this IMA, may have their Capital Costs allocated based on a Usage Allocation agreed upon by the Parties. Such cost methodologies and rationale shall be consistent with the Key Principles.

D. OPERATING AND MAINTENANCE (O&M) COST RESPONSIBILITIES

1. **Blue Plains O&M Cost Allocations**
 - a. **Assessments for Proportionate Treatment Costs** - DC Water shall assess Fairfax and WSSC for their proportionate share of the O&M Costs incurred for MJUFs. DC Water shall assess District ratepayers using the same basis and reflecting the District's proportionate share of all costs. All O&M costs incurred shall include all direct costs and indirect costs as agreed by the Regional Committee.
 - b. **Assessments for Blue Plains** -The District's, Fairfax's and WSSC's proportion of the annual Blue Plains O&M Costs shall be as defined in **Operating Agreement #2**.
 - c. **Process to Address Differential Treatment Costs** - If it is determined, based on a Jointly Managed Study, that there is a significant financial impact and, therefore, a basis for having differential treatment costs applied to the flows from

various Parties and Non-Parties (i.e., based on strength of wastewater or other flow parameters), the Regional Committee shall be responsible for assessing and recommending how cost allocations should be borne by the Parties, and making recommendations to the Leadership Committee.

- d. **Use of Revenue** - Any revenue earned from the by-products from the wastewater treatment and/or biosolids processes at Blue Plains shall be used to offset overall O&M expenses, and be attributed, as appropriate, in proportion to the Capital Cost and/or O&M Cost allocations for those associated MJUFs. Revenue shall include, but not be limited to, any revenue generated by: water reuse, methane gas, electricity, carbon trading, compost and any other biosolids-derived products.
2. **Pipelines and Appurtenances O&M Cost Allocations** – The District, Fairfax and WSSC shall each be assessed by DC Water for their proportionate share of the O&M costs for any MJUFs as defined in **Operating Agreement #2**.
3. **Other Associated Facilities' O&M Cost Allocations** – The District, Fairfax and WSSC shall each be assessed by DC Water for their proportionate share of the O&M Costs associated with these Other Associated Facilities, based on the proportion of their Actual Flow versus Total Flow through facilities, or based on other Usage Allocations as defined in **Operating Agreement #2**.

E. USER FEE RESPONSIBILITIES

1. **Annual User Fee** – Fairfax, WSSC and Non-Party User Loudoun County Sanitation Authority (LCSA or Loudoun Water) shall pay to DC Water an annual User Fee on behalf of the District. The initial fee was set at \$1,500,000 per annum, effective July 1, 1986; with subsequent payments compounded annually by one and one half percent (1.5%).
2. **Apportionment** - DC Water shall annually calculate the User Fee for Fairfax, WSSC and LCSA, based in proportion to their share of the Allocated Flow Capacity at Blue Plains.
3. **DC Water's Use of the User Fee** - DC Water shall utilize the User Fee payments from Fairfax, WSSC and LCSA as a credit to the District's share of Blue Plains O&M Costs.

F. FINES, PENALTIES AND CLAIMS RESPONSIBILITIES

1. **Joint Responsibility** - The Parties shall have joint responsibility for and shall pay their respective shares of such fines, penalties or claims in accordance with their agreed shares of the O&M Costs or Capital Costs as appropriate for MJUFs or programs, provided that the following criteria are met:
 - a. The fines, penalties or claims are associated with MJUFs;

- b. The Party incurring the fines, penalties or claims demonstrated a reasonable effort to avoid imposition of such fines, penalties or claims, and dispute or contest any unreasonable charges; and
 - c. There is no judicial or adjudicative determination that the fines, penalties or claims are the result of gross negligence or willful misconduct of an employee or agent of the Party incurring the fine, penalty or claim.
2. **Reimbursement of Litigation Costs** - If litigation is filed against a Party for injuries to a third party resulting from operation of a MJUF, the Parties shall share the costs of defense or judgment in accordance with their proportionate shares of the associated O&M Costs or Capital Costs, as appropriate, as long as there is no determination by a court or arbitrator that any such judgment is the result of gross negligence or willful misconduct of an employee or agent of the defendant Party. If a determination is made that there has been gross negligence or willful misconduct of an employee or agent of the defendant Party, the defendant Party shall be solely responsible for the costs of defense and judgment.
 3. **Review and Dispute Resolution** - The Regional Committee shall be responsible for reviewing these fines, penalties or claims and their associated costs, when they relate to billing disputes, and concurring with their applicability to the Parties. If there are disagreements regarding the responsibility of any of the appropriate Parties to pay for such costs, the Regional Committee shall address the issues in a timely manner, including, if necessary, referring the matter to the Leadership Committee for resolution.

G. ESTIMATES, BILLINGS, PAYMENTS, AND RECONCILIATION PROCEDURES

1. **General Requirements for Addressing DC Water Capital Costs and O&M Costs**
– In accordance with the procedures outlined in Operating Agreement #2, DC Water shall:
 - a. Assess costs based on estimated annual expenses;
 - b. Prepare quarterly billings;
 - c. Receive quarterly payments; and
 - d. Reconcile all costs with payments.
2. **DC Water’s Responsibility for Assessing Capital Costs and O&M Costs for MJUFs for Party and Non-Party Users** – DC Water is responsible for assessing all Capital Costs and O&M Costs associated with MJUFs for the District, Fairfax, WSSC and Non-Party Users. Assessments for each user will be based on their Allocated Flow Capacity or Billing Flows, or other approved Usage Allocations as appropriate.
3. **Fairfax’s and WSSC’s Responsibility for Assessing Capital Costs and O&M Costs for MJUFs for Party and Non-Party Users** – Fairfax and WSSC are responsible for assessing all Capital Costs and O&M Costs associated with MJUFs that they construct on behalf of the District, Fairfax, WSSC and Non-Party Users.

Assessments for each user will be based on their Allocated Flow Capacity or Billing Flows, or other approved Usage Allocation as appropriate.

4. **Allocation Method for Capital and O&M Costs for MJUFs** - The method for allocating project-specific Capital Costs and O&M Costs associated with all MJUFs, and the associated billing procedures are as defined in **Operating Agreement #2**.
5. **Party Rights to Documents** – The Parties have the right to audit DC Water’s or another Party’s billings, and access to all existing, relevant financial documents for any billing for which such Party is wholly or partially responsible. Upon written request by a Party, the billing Party shall make the supporting documentation for such billing available for inspection, copy or review by, or on behalf of, the requesting Party.

H. DERIVATIVE AGREEMENT – Operating Agreement #2, Financial Responsibilities of Parties, addresses additional matters set forth in this Section. It may be replaced or supplemented by successor or other Derivative Agreements.

-END OF PAGE-

SECTION 6. FLOW AND LOAD MEASUREMENT AND MANAGEMENT

A. WASTEWATER FLOW AND LOAD MEASUREMENT, REPORTING AND MANAGEMENT

1. **Parties' Responsibility to Manage Flows** - The Parties shall take all reasonable actions to maintain their flows within their Allocated Flow Capacity, Peak Flow Limitations, and consistent with any load constraints for Blue Plains, as defined in **Section 4**. These actions shall include, but not be limited to, minimizing extraneous flows and loads in order to preserve capacity at Blue Plains and in the various wastewater collection systems within the BPSA. Based on recommendations from the Regional Committee, the Leadership Committee shall consider and recommend to any or all of the Parties programs, procedures or actions which will minimize wastewater flow and, therefore, preserve these capacities.
2. **Derivative Agreement to Address Procedures** - The methods for measuring monitoring, reporting and assessing Actual Flows within the BPSA and Billing Flows are described in **Operating Agreement #3** and shall include, but not be limited to addressing:
 - a. An assessment of the quantity and timing of any flow management actions that any Party has committed to in order to ensure that they do not exceed their Allocated Flow Capacity, as defined in **Section 4**, and consistent with the long-term planning assumptions described in **Section 7**;
 - b. The methods and frequency of reporting and assessing Actual Flows and Billing Flows;
 - c. The process by which DC Water shall monitor and address any exceedances by the Non-Party Users, and by which Fairfax and WSSC shall monitor and address any exceedances by the Indirect Users as defined in **Operating Agreement #3**; and
 - d. The Regional Committee shall routinely monitor and assess these methods and procedures and make recommendations to the Leadership Committee.
3. **Non-compliance** - If the District, Fairfax or WSSC, or Non-Party User does not comply with its Allocated Flow Capacity, Peak Flow Limitations or load allocations, as defined in **Section 4**; or fails to meet its flow management obligations, the Regional Committee shall address these issues on behalf of all of the Parties, including through use of dispute resolution, as necessary.
4. **District Commitment Regarding Management of Captured Stormwater Flows** - The District shall not expand the service area of its combined sewer system or take other actions that result in significantly increased Captured Stormwater Flow to Blue Plains above the amount set forth in **Operating Agreement #3** except as required for DC Water to meet its NPDES permit. If such actions are required, DC Water

shall make recommendations to the Regional Committee, and the other Parties shall address any resultant cost implications consistent with **Section 3**.

B. CONTROL OF INFLOW AND INFILTRATION (I/I)

1. **Parties' Responsibility to Manage I/I** - The Parties shall manage their collection systems to minimize the amount of I/I entering their systems. Collection systems shall be maintained so that the I/I volume does not contribute to or cause exceedances of capacities and assumptions defined for:
 - a. Blue Plains,
 - b. The Potomac Interceptor and other wastewater collection system capacities, and
 - c. Facilities associated with the Combined Sewer Overflow Long-term Control Plan.
2. **Non-Party User and Indirect Users' Responsibility to Manage I/I** - DC Water shall work with the Non-Party Users to manage their collection systems to meet the requirements of **Subsection B.1.** above; and Fairfax and WSSC shall work with the Indirect Users to meet the same requirements. Irrespective of arrangements with Non-Party Users or Indirect Users, the Parties shall comply with the flow projection assumptions.

C. DERIVATIVE AGREEMENT – Operating Agreement #3, Flow and Load Measurement and Management, addresses matters set forth in this Section. It may be replaced or supplemented by successor or other Derivative Agreements.

-END OF PAGE-

SECTION 7. WASTEWATER PROJECTED FLOW CAPACITY NEEDS AND FUTURE OPTIONS

A. RATIONALE FOR CONDUCTING ANALYSIS OF PROJECTED FLOW CAPACITY NEEDS

1. **Major Regional Investment** - The Parties recognize that the scale of the BPSA and the associated wastewater collection system, the importance of wastewater treatment provided to the region, and the contributions to local water quality improvements that are provided by Blue Plains constitute a major regional investment by the Parties.
2. **Planning Required** - The Parties also recognize that the planning needed to address future wastewater needs for the BPSA, manage wastewater flows to Blue Plains and respond to evolving water quality issues and regulatory developments will require the Parties to continue to work together to address these interdependent matters.
3. **Commitment to District** – The Parties recognize that, due to the limited options available to the District, the Parties have an obligation to ensure that the District’s wastewater flow capacity needs are addressed in a timely manner.

B. CONDUCTING PROJECTED FLOW CAPACITY NEEDS ANALYSIS

1. **Analysis and Determination of Options** - In order to assess wastewater flow capacity and loading requirements and define how future flows and loads will be treated, the Regional Committee shall routinely analyze future capacity and loading requirements. Once it has been determined that the facilities and processes at Blue Plains are not sufficient to meet those Projected Flow Capacity Needs, the Regional Committee shall conduct a thorough analysis which includes the following criteria:
 - a. Options for managing and/or treating flows at Blue Plains, as well as other sites;
 - b. A time frame for triggering management actions (including diverting flows and/or rental/sale of capacity);
 - c. A process for notification of all entities potentially affected by those options, and
 - d. A basis and formula for compensation, which includes development costs and the allocation of those costs among the Parties, and Non-Party Users, as appropriate.
2. **Process for Adjustments** - The Regional Committee shall analyze options, and recommend to the Leadership Committee any proposed construction or flow management options, associated cost allocations, and any necessary adjustments to this IMA or the Derivative Agreements. These planning elements shall be

conducted consistent with the requirements detailed in the following subsection C.

C. DETERMINATION OF PROJECTED FLOW CAPACITY NEEDS

1. Respective Roles of Regional Committee and DC Water

a. Regional Committee

- 1) Shall address the technical, policy and financial interests of the Parties when defining and assessing the Parties' flow capacity and loading requirements and options.
- 2) Shall routinely evaluate and analyze projected flows and loads as compared with Actual Flows, Adjusted Flows and Allocated Flow Capacity, and confirm any potential permit or process implications.

- b. **DC Water** – DC Water shall represent the interests of and assess the future flow capacity and loading requirements of the Non-Party Users, and identify if there are any potential permit or process implications.

2. **Jointly Managed Study of Projected Flow Capacity Needs** - The Regional Committee shall also periodically and at least every five (5) years, assess and determine the individual and collective Projected Flow Capacity Needs of the Parties, and Non-Party Users, through a Jointly Managed Study. This Study shall project the Parties and Non-Party Users' future flow capacity and loading requirements and shall utilize the most recently approved projection methodology for the BPSA. The BPSA flow projection methodology shall be determined and shall include, but not be limited to, application and utilization of:

- a. The latest approved version of the BPSA Flow Forecast Model and COG's latest approved Cooperative Forecast demographic data, or other agreed upon methods; and
- b. The latest agreed upon wastewater flow factors and flow management assumptions of the Parties, including those programs, procedures or actions that minimize wastewater flow and, therefore, preserve capacity.

3. **Time Frame for Assessment of Future Projections** - A Jointly Managed Study for determining Projected Flow Capacity Needs will project both short-term (approximately 5-15 years) and long-term (approximately 20-30 years) flow capacity and loading requirements. This study must confirm all assumptions related to projecting future flows and loads, including but not limited to: growth, flows and loads, flow management, and flow factors. This study shall also evaluate whether projected peak flows may trigger additional capacity needs beyond current limitations. It will also project whether changes in climatological, system conditions, or any other conditions might cause potential capacity or permit exceedances.

-END OF PAGE-

D. DETERMINATION OF OPTIONS**1. Flow Management Options to Address Projected Flow Exceedances**

- a. If, within the time frame of the long-term projections, the District, Fairfax, WSSC, or any Non-Party User's projected annual average flow is anticipated to exceed its Allocated Flow Capacity, or the associated peak flows exceed their Peak Flow Limitations, then the District, Fairfax or WSSC shall have the option of committing to specific flow management actions and a schedule that reconciles its projected flows with its Allocated Flow Capacity and Peak Flow Limitations.
- b. These flow management actions may include the temporary or permanent diversion of wastewater flows out of the BPSA.
- c. The BPSA flow projections shall then be adjusted to reflect such actions, and the Regional Committee shall be responsible for monitoring and assessing compliance with those actions, as defined in **Section 6**.

2. Additional Options to Address Projected Flow Exceedances

- a. If, after all flow management adjustments are accounted for, the projection results of a Jointly Managed Study for projected flow capacity requirements demonstrate that either the overall flows to Blue Plains generated within the BPSA exceed the plant's Design Flow Capacity or that one or more Parties' projected wastewater capacity requirements exceed their individual Allocated Flow Capacity (as defined in **Section 4**), the Regional Committee shall consider alternative technical and/or programmatic options to address these unmet Projected Flow Capacity Needs.
- b. These options may include, but are not limited to:
 - 1) Reduction of or improved management of wastewater flows to reduce I/I or any other flow or load contributions;
 - 2) Modification of treatment processes at Blue Plains;
 - 3) Diverting flows from the BPSA to other facilities;
 - 4) Sale or rental of excess capacity at Blue Plains between the Parties;
 - 5) Expansion of existing treatment facilities or the addition of new treatment facilities, whether in or out of the BPSA; and
 - 6) Construction of new wastewater treatment and/or storage facilities, whether in or out of the BPSA.

3. Jointly Managed Studies to Develop Options

- a. The development of specific technical and programmatic options and potential construction projects shall generally be based upon a Jointly Managed Study that includes participation of all of the Parties.
- b. The Regional Committee may determine, however, that a Jointly Managed Study is not required, and that development of specific technical or programmatic options and potential construction projects may be conducted by one or more of the Parties.

- c. If the Regional Committee makes such a determination, the Party(ies) conducting the evaluation shall ensure that the Regional Committee has an opportunity to review and evaluate the resulting options in order to confirm that the proposed approach will adequately address the flow management requirements, and that the Allocated Flow Capacity of the other Parties not involved in the proposed approach are not modified or altered.
 - d. Each Jointly Managed Study to develop options shall include a recommendation on cost allocations.
4. **Regional Committee to Make Recommendation** – Based on a Jointly Managed Study, the Regional Committee shall recommend to the Leadership Committee those technical and/or programmatic options that address the individual and collective Projected Flow Capacity Needs of the Parties. The Regional Committee’s recommendations shall include, but not be limited to, addressing:
- a. The proposed time frame for taking specific actions (whether due to changes in existing facilities or processes, or due to the construction of new facilities);
 - b. The estimated cost of these actions;
 - c. The proposed flow, load, and cost allocations and implications for each Party (and Non-Party User) associated with any options; and
 - d. Whether a facility is to be a MJUF.
5. **Regional Committee to Develop Plan** - Once the Leadership Committee approves the proposed options and resulting allocations, the Regional Committee shall develop a plan to address those Projected Flow Capacity Needs that includes the costs associated with any agreed upon treatment options.

E. COST CONSIDERATIONS

1. The plan developed pursuant to **Section D.5** shall address at a minimum the following criteria:
 - a. The estimated Capital Costs and O&M Costs and cost basis of any proposed facilities (whether new or modified at Blue Plains or at any other facilities or sites) shall be consistent with the MJUFs and cost allocations, as defined in **Section 5**;
 - b. The proposed allocation of Capital Costs and O&M Costs;
 - c. The anticipated schedule for when funds to support these actions are likely to be needed.
2. The rental or sale of Allocated Flow Capacity shall be at the discretion of the Party which is providing the Allocated Flow Capacity for rent or sale.

3. The Parties to the rental or sale transaction shall mutually agree on the cost basis for the rental or sale of Allocated Flow Capacity.

F. IMPLEMENTATION OF PLAN TO ADDRESS PROJECTED FLOW CAPACITY NEEDS

1. The Leadership Committee shall review and consider the Regional Committee's options and allocation recommendations on behalf of the Parties.
2. Once an option or set of options and allocations are agreed upon to meet the future Projected Flow Capacity Needs, the Parties shall, if necessary, amend this IMA, and the Leadership Committee shall create or modify the Derivative Agreement(s). For example, if any of the options that are selected result in revisions to the Design Flow Capacity for Blue Plains, or Allocated Flow Capacity defined in **Section 4**, or to reconcile the associated Capital Costs and O&M Costs, as defined in **Section 5**, and any associated Derivative Agreements, the Parties shall make appropriate amendments to this IMA, and the Leadership Committee shall create or modify the Derivative Agreement(s).
3. Any Party which requests additional Allocated Flow Capacity is responsible for securing additional Blue Plains Effluent Load Allocations, or Blue Plains Effluent Load Offsets in proportion to the additional Allocated Flow Capacity which the Party seeks.

G. DERIVATIVE AGREEMENT – Operating Agreement #4, Wastewater Projected Flow Capacity Needs and Future Options, addresses matters set forth in this Section. It may be replaced or supplemented by successor or other Derivative Agreements.

-END OF PAGE-

SECTION 8. PRETREATMENT AND OPERATIONAL REQUIREMENTS

A. PRETREATMENT PROGRAM REQUIREMENTS

1. Fairfax and WSSC Pretreatment Program Responsibilities

- a. **Implementation of Programs** - Fairfax and WSSC shall adopt, implement and enforce Pretreatment Programs as required and approved by the United States Environmental Protection Agency (EPA). The Pretreatment Programs shall comply with federally imposed discharge limitations, prohibitions, and controls, as well as any Local Limits defined by DC Water, as needed to protect the collection system and treatment processes at Blue Plains and its biosolids management program requirements. Fairfax and WSSC shall set their Pretreatment Program standards to match or exceed any standards specifically required by DC Water.
- b. **Compliance and Recordkeeping** – Fairfax and WSSC shall conduct annual on-site inspections and obtain samples, and shall maintain documentation to verify compliance with, the Pretreatment Program and shall provide DC Water access to the pretreatment records. They shall also provide DC Water with reasonable access to all pretreatment records required by federal, state, and local regulations.
- c. **Indirect User Compliance** - To the extent applicable, Fairfax and WSSC shall ensure that the applicable Pretreatment Program terms and conditions which they impose on Indirect Users are consistent with those placed on the Parties.

2. DC Water’s Responsibilities

- a. **Compliance by Fairfax and WSSC** - DC Water shall have the right to conduct sampling of the Fairfax and WSSC collection systems tributary to Blue Plains to ensure compliance with the provisions of these Pretreatment Programs. The Fairfax and WSSC Pretreatment Programs shall provide that, in the event of discovery of a case of noncompliance, they shall take corrective action, and Fairfax and WSSC, as applicable, shall compensate DC Water for the cost of sampling to identify and track resolution of the problem.
- b. **Non-Party User Compliance** - DC Water shall ensure that the applicable Pretreatment Program terms and conditions imposed upon the Non-Party Users are consistent with those placed upon the other Parties.

B. OPERATIONAL REQUIREMENTS

1. **Basis for Requirement** - The Parties recognize that, in addition to formal regulatory Pretreatment Program requirements, additional Operational Requirements are necessary to protect the operation and maintenance of Blue Plains wastewater, biosolids, residuals and other plant processes, facilities, and equipment.
2. **DC Water’s Responsibility for Non-Party User Compliance** - DC Water shall ensure that the applicable Operational Requirements and conditions imposed upon

the Non-Party Users are consistent with those placed upon the other Parties. Irrespective of such efforts, DC Water shall be bound by the additional Operational Requirements.

3. **Fairfax and WSSC Responsibility for Indirect User Compliance** - Fairfax and WSSC shall ensure that the applicable Operational Requirements terms and conditions imposed upon Indirect Users within the BPSA are consistent with those placed upon the other Parties. Irrespective of such efforts, Fairfax and WSSC shall be bound by the additional Operational Requirements.

C. DERIVATIVE AGREEMENT – Operating Agreement #5, Pretreatment and Operational Requirements, addresses additional matters set forth in this Section. It may be replaced or supplemented by successor and other Derivative Agreements.

-END OF PAGE-

SECTION 9. BIOSOLIDS MANAGEMENT COMMITMENTS

A. BIOSOLIDS UTILIZATION AND DISPOSAL

1. **Collective Commitment to Blue Plains Biosolids Management Program** - The Parties recognize their collective interests in the sound management of all biosolids produced at Blue Plains and its regional implications, and commit to continued planning and coordination in all aspects of biosolids management.
2. **Legislative Support to DC Water** - The Parties shall provide regional coordination and support to DC Water to address proposed legislation, regulations and other related activities that may impact the Blue Plains biosolids management program.
3. **Support for DC Water's Efforts** - The Parties shall actively support DC Water's efforts to ensure that biosolids produced at Blue Plains can be managed in a cost-effective, equitable and environmentally sound manner, and in compliance with all Blue Plains permit requirements and applicable regulations.
4. **Contracting Responsibilities** - DC Water is responsible for the Blue Plains biosolids management program; however, the Parties may determine that Fairfax County or WSSC may also be responsible for portions of the biosolids management. Specific details regarding such contractual or programmatic responsibilities shall be as set forth in **Operating Agreement #6**.
5. **Allocation of Value from Sale of Biosolids or By-Products** - All benefits (including revenue, and cost savings derived from products recycled or generated at Blue Plains) are to first offset the biosolids program and, then to offset Blue Plains operating costs, thereby reducing costs for all Parties.

B. EMERGENCY CONDITIONS

1. **Emergency Conditions** – An “emergency condition” shall mean situations when various actions or events occur (or have the potential to occur) such as acute weather conditions, abrupt changes in regulatory or legal requirements, or unavoidable contract complications, that will or are likely to impact the normal wastewater treatment processes.
2. **Basis for Emergency Planning** - The Parties recognize that emergency conditions require DC Water take prompt action to protect the Blue Plains processes and permit, to quickly implement alternative management or disposal options for Blue Plains biosolids, or to take other actions, in order to ensure that wastewater operations at Blue Plains and Other Associated Facilities, or the biosolids management program, are not compromised and that all permit conditions continue to be met.
3. **Notice** - As part of its their shared biosolids management responsibilities, DC Water and/or any other Party sharing biosolids management responsibilities on behalf of

the Parties, shall alert the other Parties when an emergency condition is likely to or has occurred.

4. **Measures to be Taken** - Once the Parties are alerted that an emergency condition has been designated, the Parties shall work collectively, and in a timely manner, to provide active support to DC Water to address the situation and ensure that the Parties' collective and individual wastewater treatment needs at Blue Plains can continue to be provided, including, but not limited to, the following:
 - a. Utilizing other existing contract mechanisms to handle management of all or portions of the biosolids;
 - b. Working to identify additional land application or other management sites;
 - c. Working with local and state regulatory officials to obtain land application or other management permits;
 - d. Working with local and state regulatory officials to change regulations, legislation or legal action that are deemed harmful to the effective and environmentally sound management of biosolids; and
 - e. Invoking the Parties' political leadership and other elected officials to support actions necessary to mitigate the impact of the designated emergency condition.

C. DERIVATIVE AGREEMENT – Operating Agreement #6, Biosolids Management Commitments, addresses additional matters set forth in this Section. It may be replaced or supplemented by successor or other Derivative Agreements.

-END OF PAGE-

SECTION 10. ADMINISTRATIVE PROVISIONS AND PROCEDURES

A. DURATION OF AGREEMENT

1. This IMA shall become effective upon the date the last Party executes it, as set forth below, subject to any orders of the United States District Court for the District of Columbia in State Water Control Board, et al., vs. Washington Suburban Sanitary Commission, et al., Civil Action No. 1813-73.
2. This IMA may be executed in counterparts, which together shall be regarded as one original.
3. This IMA remains in force and effect until June 30, 2111, unless amended, replaced or terminated earlier by mutual consent of the Parties.

B. SEVERABILITY

Should any provision(s) of this IMA or a Derivative Agreement be deemed illegal or unenforceable by a Court of competent jurisdiction, the remainder of this IMA or the Derivative Agreement shall remain in full force and effect. Provided, however, that within 60 days of the date that such ruling becomes final, including appeals if any, the Signatories or Leadership Committee, as appropriate, shall determine, directly or through the Leadership Committee whether this IMA, or the applicable Derivative Agreement, must be amended to fulfill the original intent of the Parties and to maintain, insofar as possible, the service and financial relationships created by this IMA. Should a determination be made to amend this IMA or the applicable Derivative Agreements, the Parties or Leadership Committee, respectively, shall promptly act on the amendments.

C. AUTHORITY

Each Party represents that it has the authority to enter into this IMA, and that the individuals signing this IMA on its behalf, have the authority to bind the Party to the terms and conditions of this IMA. This IMA shall apply to, and be binding upon, the Parties hereto, their elected officials, officers, agents, employees, successors and assigns, all persons, firms and corporations acting under, through or for them, and upon those persons, firms and corporations in active concert with them in any matter affected by this IMA.

D. AMENDMENTS TO THIS IMA

This IMA may be amended in whole, or in part, by the Parties as follows:

1. Proposed amendments to this IMA may be offered by any Party, directly, or through the Regional Committee, which shall make its recommendations to the Leadership Committee and to the Parties; and
2. If the Leadership Committee unanimously recommends an amendment to this IMA, it shall be submitted in writing to the Parties and shall become effective upon approval and execution by the Signatories of all of the Parties.

E. DISPUTE RESOLUTION

1. **Goal** - On occasion the Parties may differ on matters including but not limited to: a) their interpretation of terms and conditions of this IMA; b) the implementation of this IMA; c) whether any Derivative Agreement should be created, revised or terminated; and d) whether an IMA amendment should be adopted. If the Parties are unable to reach consensus through their normal coordination processes, in order to promote continued regional cooperation, and to avoid litigation when possible, the Parties shall first utilize the informal dispute resolution process. If the Parties are unable to resolve the dispute through the informal process, the formal dispute resolution process set forth herein shall be implemented.
2. **Informal Resolution** - If disagreements regarding the interpretation or implementation of this IMA surface during its routine business, and the Regional Committee cannot reach a consensus, the Regional Committee shall refer the matter to the Leadership Committee for advice, comment or suggested direction, or if appropriate, for direct resolution of the matter.
3. **Formal Resolution** - Any Party may initiate the formal dispute resolution process if it believes an issue has not been adequately addressed through normal coordination processes or an informal dispute resolution process.

The formal resolution process includes the following requirements:

- a. The aggrieved Party shall provide written notice to the Regional Committee that it has an issue for dispute resolution. The notice must contain the aggrieved Party's rationale, together with the assumptions, supporting documents and computations necessary for an understanding and potential resolution of the dispute.
- b. The Regional Committee must address this issue directly or refer it for non-binding arbitration or third-party mediation within 30 days, or other reasonable time agreed to by the aggrieved Party. The Regional Committee may ask for additional written analysis from the aggrieved Party or from any Party which objects to or disagrees with the aggrieved Party's submission.
- c. The Regional Committee may use a non-binding arbitration or third-party mediation process to resolve the dispute if the aggrieved Party agrees to bear the cost of such non-binding arbitration or third-party mediation services, or the Parties otherwise agree to share costs.
- d. If after consideration by the Regional Committee or, as a result of non-binding arbitration or third-party mediation, agreement is not reached, the Regional Committee shall refer the matter to the Leadership Committee.
- e. If the Regional Committee fails to resolve the issue or refer the matter to non-binding arbitration or third-party mediation within the prescribed time, and the

matter is not resolved, the aggrieved Party may then forward the issue to the Leadership Committee for resolution.

- f. The Leadership Committee must address the matter within 30 days, or other reasonable time agreed to by the aggrieved Party, after receiving formal notice from the aggrieved Party. This notice should include the documentation previously submitted by the aggrieved Party to the Regional Committee.
- g. The Leadership Committee may utilize non-binding arbitration or third-party mediation to assist it in reaching a unanimous decision on the dispute presented; if the aggrieved Party agrees to bear the costs of the non-binding arbitration or third-party mediation services, or the Parties otherwise agree to share costs.
- h. If the Leadership Committee cannot resolve the issue within 30 days after presentation, or other reasonable time agreed to the aggrieved Party, the aggrieved Party may then inform the other Parties of the dispute, the inability to reach agreement, and its intention to seek legal or other resolution, including injunctive, declaratory or other relief. Upon receipt of such notice, the Parties agree to meet before any such litigation or other resolution is commenced by any Party or Parties against any other Party. No meeting shall be required as a condition precedent to litigation if such a meeting cannot be held within 30 days after the date on which the written notice was sent to all Parties or within in such other reasonable time agreed to by the aggrieved Party.
- i. No Party may seek independent state or federal litigation or other resolution, including federal legislative assistance, of a dispute that has not yet completed this formal dispute resolution process.

F. NOTICES

1. **To Parties** - Whenever any formal notice is required to be given to any Party under this IMA, it shall be in writing and deemed to be given on the date of actual delivery (or rejection) if delivered by nationally recognized overnight service or by personal delivery. Notices shall be directed to the following officials at their officially designated business addresses:
 - a. District of Columbia - City Administrator
 - b. DC Water – General Manager
 - c. Fairfax County, Virginia - County Executive
 - d. Montgomery County, Maryland - Chief Administrative Officer
 - e. Prince George’s County, Maryland - Chief Administrative Officer
 - f. Washington Suburban Sanitary Commission, Maryland - General Manager
2. **To Secretariat/Administrative Entity** - A copy of any formal notice shall also be sent to the offices of the secretariat/administrative entity, designated by the Leadership Committee, and to the Regional Committee.

3. **Responsibility** - Where notice is required to be given by this IMA or a Derivative Agreement and a specific Party is not designated to give notice, the notice shall be given by the secretariat/administrative entity.
4. **Timing** - Where time deadlines are given, all days are calendar days unless otherwise indicated.
5. **Electronic Notice** – In addition to service by U.S. mail or hand-delivery, the Parties may be served with notice electronically if the Party to be served has given written notice to the other Parties of its email address. Provided, however, that notices of changes to this IMA or a Derivative Agreement, court action or formal dispute resolution shall also be served in accordance with **Section F.1**.

G. PRIOR AGREEMENTS - As set forth in the introductory paragraphs of this IMA and in the Appendix, certain agreements preceded the 1985 IMA. Those agreements, which are set forth in the Appendix, as well as the 1985 IMA, are extinguished and superseded by this IMA.

H. ANTI-DEFICIENCY ACTS PROVISIONS

1. Relating to the District and DC Water

Notwithstanding any other provisions of this IMA and the Derivative Agreements:

- a. Pursuant to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2008), and D.C. Official Code §§ 1-206.03(e) and 47-105; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (collectively, as amended from time to time, the “Anti-Deficiency Acts”); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46, the District and DC Water cannot obligate themselves to any financial obligation or expenditure (including capital obligations and expenditures, operating and maintenance obligations and expenditures, and obligations and expenditures related to fines, penalties, and claims) in any present or future year unless the necessary funds to pay that obligation or expenditure have been appropriated by the Congress of the United States (the “Congress”) and are lawfully available for the purpose of the obligation or expenditure. Pursuant to the Anti-Deficiency Acts, nothing in this IMA or the Derivative Agreements creates an obligation of the District or DC Water in anticipation of an appropriation by Congress for such purpose, and the District’s or DC Water’s legal liability for the payment of any amount under this IMA and the Derivative Agreements does not and may not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress. No District of Columbia or DC Water official or employee is authorized to obligate or expend any amount under this IMA or the Derivative Agreements unless such amount has been appropriated by Act of Congress and is lawfully available.

- b. The amount of the DC Water Board of Directors', or its successors', annual budget estimate approved by Congress shall serve as the basis for, and the limit on, the billing, payments, and expenditures described in this IMA and the Derivative Agreements. If no appropriation or a smaller appropriation than requested is made by Congress to pay any amount under this IMA, or if appropriated funds for such purposes are not otherwise lawfully available, the legal obligations of all of the Parties under this IMA shall be limited to the amount of any lawfully available appropriation. The District's right to continued use of its Allocated Flow Capacity, nonetheless, remains subject to the limitations provided in Section 4(A)(2)(c) of the IMA.

2. Relating to WSSC

Notwithstanding any other provisions of this IMA and the Derivative Agreements: The financial obligations (including capital obligations and expenditures, operating and maintenance obligations and expenditures, and obligations and expenditures related to fines, penalties, and claims) of WSSC in any present or future year are subject to any applicable laws regarding appropriation by its governing body and any applicable anti-deficiency or non-appropriation laws. WSSC's right to continued use of its Allocated Flow Capacity, nonetheless, remains subject to the limitations provided in Section 4(A)(2)(c) of the IMA.

3. Relating to Fairfax, Montgomery and Prince George's

Notwithstanding any other provisions of this IMA and the Derivative Agreements: The financial obligations (including capital obligations and expenditures, operating and maintenance obligations and expenditures, and obligations and expenditures related to fines, penalties, and claims) of Fairfax, Montgomery or Prince George's counties in any present or future year are subject to any applicable laws regarding appropriation by their respective governing or legislative body and any applicable anti-deficiency or non-appropriation laws. Fairfax, Montgomery and Prince George's counties' right to continued use of their respective Allocated Flow Capacity, nonetheless, remains subject to the limitations provided in Section 4(A)(2)(c) of the IMA.

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SECTION 11. DERIVATIVE AGREEMENTS UNDER THIS IMA

A. USE AND PROCESS FOR DERIVATIVE AGREEMENTS

1. **Purpose** - Derivative Agreements are intended to implement the intent of the Parties in an efficient and effective manner without reopening or renegotiating the terms of this IMA. Derivative Agreements are limited to addressing issues that are authorized by this IMA. A Derivative Agreement shall not modify, negate or adversely impact any right or obligation of the Parties set forth in this IMA.
2. **Types** - Three (3) kinds of Derivative Agreements may implement this IMA: Operating Agreements, Service Agreements and Limited Party Agreements. These agreements are designed to address procedural, technical, operational and service issues.
3. **Amendments to Derivative Agreements or Supplemental or Successor Derivative Agreements** – Where this IMA refers to a Derivative Agreement such reference shall include any amendment(s) to that Derivative Agreement or supplemental or successor Derivative Agreement(s).

B. OPERATING AGREEMENTS

1. **Purpose** - Operating Agreements are made among all the Parties, but deal with a specific function or group of like functions. Specifically authorized functions for Operating Agreements include but are not limited to:
 - a. Allocation and management of flow capacity, loads and peak flows and their associated allocations and limitations;
 - b. Parties' financial responsibilities;
 - c. Flow and load measurement and management;
 - d. Pretreatment and operational requirements; and
 - e. Biosolids management commitments.
2. **Current Agreements** - The Operating Agreements which are executed simultaneously with the execution of this IMA are:
 - a. Blue Plains Flow Capacity, Loads and Peak Flows – Allocations and Limitations;
 - b. Financial Responsibilities of Parties;
 - c. Flow and Load Measurement and Management;
 - d. Wastewater Projected Flow Capacity Needs and Future Options;
 - e. Pretreatment and Operational Requirements; and
 - f. Biosolids Management Commitments.
3. **Development and Approval Process** - The Regional Committee shall recommend Operating Agreements for Leadership Committee approval. The Leadership Committee must unanimously approve Operating Agreements, amendments thereto, or termination thereof, before they are effective.

4. **Notification to Parties and Effective Date** - Once the Leadership Committee approves a new/amended Operating Agreement, or termination thereof, it shall be forwarded to the Parties by the secretariat entity and be subject to a 60-day review period by the Signatories.
 - a. If a Party objects in writing to the Operating Agreement or the amendment or termination thereof within the 60 day period, the Operating Agreement, or the amendment or termination of the Operating Agreement shall not be approved, and, the dispute resolution process may be commenced, as defined in **Section 10.E**.
 - b. If no Party objects in writing within the 60 day period, the new or amended Operating Agreement or termination of an existing Operating Agreement shall take effect upon expiration of the 60 day period and the signature of the chair of the Leadership Committee.

C. SERVICE AGREEMENTS

1. **Purpose** - Service Agreements provide for specific function(s) for the benefit of regional wastewater treatment or for implementation of this IMA.
2. **Development and Approval Process** - The Regional Committee shall recommend Service Agreements for Leadership Committee approval. The Leadership Committee must unanimously approve Service Agreements, amendments thereto, or termination thereof, before they are effective.
3. **Effective Date** - Once the Leadership Committee approves a Service Agreement, the Agreement is effective. Service Agreements are not subject to the 60 day review period for Operating Agreements.
4. **Service Agreements** - Include, but are not limited to:
 - a. **For Secretariat Services** - A Service Agreement pursuant to **Section 2** with an entity on behalf of the Parties to provide secretariat support; and
 - b. **For Regional Water Quality Management Program** - A Service Agreement pursuant to **Sections 2 and 3** with an entity on behalf of the Parties to provide water quality monitoring and evaluation support to address Potomac River estuary, the Anacostia River, and Chesapeake Bay water quality issues.

D. LIMITED PARTY AGREEMENTS

1. **Purpose** – Limited Party Agreements include, but are not limited to, agreements to provide wastewater treatment services and transfers of capacity to satisfy Projected Flow Capacity Needs originating in the BPSA. Such transfers of capacity shall not modify any requirements of or allocations defined under this IMA.

2. **Permitted Limited Party Agreements** – Limited Party Agreements may be between the following entities: a) two (2) or more Parties; b) a Party(ies) and Non-Party User(s); or c) a Party(ies) and Indirect User(s). These include, but are not limited to:
 - a. **DC Water and/or the District and Non-Party Users** – Agreements between DC Water and/or the District and Non-Party Users to provide wastewater treatment services using capacity allocated by this IMA, as defined in **Section 4**.
 - b. **Fairfax and WSSC and Indirect Users** – Agreements between Fairfax or WSSC and Indirect Users to provide wastewater treatment services using capacity within their respective Allocated Flow Capacity, as defined in **Section 4**.
3. **Limited Party Agreements in Effect Upon Execution of this IMA** - Limited Party Agreements between DC Water and/or the District and Non-Party Users, or Fairfax or WSSC and Indirect Users which are in existence as of the execution of this IMA, and the rights given in those agreements, are valid under this IMA.
4. **Limited Party Agreements Convey No Rights in IMA** - Limited Party Agreements with Non-Party Users or Indirect Users do not convey any IMA rights to those Users.
5. **Regional Committee to Review Limited Party Agreements** – Limited Party Agreements shall be submitted to the Regional Committee for review to ensure that the terms and conditions do not negatively impact the other Parties’ rights or responsibilities under the IMA.
6. **Notification to Parties and Effective Date for Limited Party Agreements** - Once the Regional Committee reviews a Limited Party Agreement, and does not object, the Agreement is effective. Limited Party Agreements are not subject to the 60 day review period for Operating Agreements. Once the Regional Committee has reviewed a Limited Party Agreement and not objected, the Limited Party Agreement becomes part of the IMA record.

-END OF PAGE-

SECTION 12. GLOSSARY

This Glossary defines terms that have a specific meaning and are used in this IMA.

Actual Flow(s) – Wastewater flow that is contributed by the District, Fairfax and WSSC, as well as by Non-Party Users and Indirect Users, that is delivered through various points of connection (both metered and unmetered flows) to Blue Plains for treatment.

Adjusted Flow(s) – Actual Flows for only the District, Fairfax and WSSC (less Captured Stormwater Flow in the case of the District), that have been normalized to reflect Annual Average Hydrologic Conditions in order to compare the values to their respective Allocated Flow Capacity.

Allocated Flow Capacity – Blue Plains annual average Design Flow Capacity that is apportioned among the District, Fairfax, WSSC, and Non-Party Users (expressed as annual average MGD under Annual Average Hydrologic Conditions).

Annual Average Hydrologic Conditions – Conditions based on an average amount of rainfall in a year developed based upon the available historical rainfall and groundwater level records.

Billing Flow(s) – Actual Flow for the District, Fairfax, WSSC, and Non-Party Users that has been calculated to account for any differential treatment cost impacts as have been defined or permitted in this IMA, and that is billed by DC Water.

Blue Plains - The wastewater treatment plant located at 5000 Overlook Avenue, S.W., Washington, D.C.

Blue Plains Effluent Load(s) – A maximum quantity of pollutants assigned to Blue Plains in its NPDES permit and associated Fact Sheet that may be discharged from Outfall #001 and/or Outfall #002 (generally expressed as pounds/day or pounds/year).

Blue Plains Effluent Load Allocation(s) – Blue Plains Effluent Load(s) that have been sub-allocated into District, Maryland and Virginia portions.

Blue Plains Effluent Load Offset(s) – An allocation of pollutants that can be secured by a Blue Plains User to increase its proportionate share of Blue Plains Effluent Load Allocation to compensate for any additional increase in wastewater flow that it wants to have treated at Blue Plains.

Blue Plains Influent Load(s) – Quantity of pollutants that are conveyed to Blue Plains in the incoming wastewater that may or may not be associated with Blue Plains Effluent Loads or any Blue Plain Effluent Load Allocations.

Blue Plains Service Area (BPSA) – The combined areas of all sewersheds within all jurisdictions that have historically been authorized to discharge wastewater flows to Blue Plains. This includes wastewater sources (metered or unmetered) that flow by gravity, as well as those that may be pumped into the system.

Capital Cost(s) - Costs incurred in the acquisition, construction, modification, replacement, enlargement, rehabilitation, or upgrade of fixed assets. Fixed assets shall include buildings and appurtenances, pipelines, and equipment. Capital Costs must expand facility capacity, improve the efficiency or output of a facility, or extend the useful life of an asset.

Captured Stormwater Flow (CSF) – Stormwater flow in the District’s “Combined Sewer System” that is captured within the collection system and conveyed to Blue Plains for treatment in accordance with the CSO LTCP.

Chief Administrative Officers (CAOs) – Highest level non-elected government executive in the District of Columbia, Fairfax, Montgomery, and Prince George’s Counties.

Combined Sewer Overflow Long-term Control Plan (CSO LTCP) – The approved plan controlling combined sewer overflows from the District that was prepared pursuant to the 1994 Combined Sewer Overflow Policy (55 Fed. Reg. 18688, issued 4/19/94 by the EPA) and Section 402(q) of the Clean Water Act and any supplements thereto.

Derivative Agreement(s) (DA) - A formal document, authorized by this IMA, which sets forth technical and procedural details as part of the implementation of this IMA.

Design Flow Capacity(ies) – The wastewater flow rates (expressed as MGD) used as the basis of wastewater treatment design for Blue Plains under various flow conditions (e.g., annual average, maximum 30-day, maximum year).

Design Load Capacity(ies) – The maximum quantity of pollutants in influent wastewater (expressed as pounds per day, or pounds per year) that is used as the basis of wastewater treatment design for Blue Plains.

Diversion(s) – Specific management actions taken by DC Water, Fairfax, WSSC, or Non-Party User to cause wastewater flows generated within the BPSA to be rerouted, pumped, or otherwise redirected from a BPSA sewershed with the result that the Blue Plains User’s flows are or will be reduced. These actions are generally taken to ensure that a Blue Plains User’s flow does not or will not exceed either its Allocated Flow Capacity and/or its Peak Flow Limitations, but may also become appropriate to ensure the District’s long-term wastewater treatment needs can be met at Blue Plains.

General Managers – Highest level executive in DC Water and WSSC.

Indirect User(s) – Those entities that send wastewater flow to Blue Plains pursuant to service agreements with WSSC or Fairfax. These entities have no direct rights under

this IMA, but the Parties have the responsibility to ensure that any agreements and activities associated with the Indirect Users do not infringe or threaten the rights of the Parties under this IMA.

Intermunicipal Agreement (this IMA) – The formal agreement that defines the rights, obligations, and relationships of the Parties.

Jointly Managed Study(ies) – A formal study that is conducted in order to address issues related to the interests of the Parties under this IMA where the Regional Committee: a) has direct input on preparing the scope of work; b) has input on selection of consultant/contractor (whether through contracting mechanisms of the Regional Committee, DC Water or any Party); and c) is actively involved in the review and acceptance of the work products from that study (e.g., the BPSA Long-term Planning Study, 2003).

Key Principle(s) - Statements of general philosophy and intent that govern this IMA and Derivative Agreements, and shall be used to guide any interpretation or dispute resolution process.

Leadership Committee – A committee established pursuant to **Section 2** of this IMA to oversee the implementation of this IMA, the members of which are the Chief Administrative Officer or General Manager of each Party.

Local Limit(s) – Specific discharge limits developed and enforced by DC Water, Fairfax and WSSC upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b), as amended.

Multi-Jurisdiction Use Facility(ies) (MJUFs) – A term that recognizes that more than one jurisdiction's flows are treated by or pass through a facility(ies) and that the costs associated with those facilities are shared among the Parties. It is comprised of those facilities that have something to do with wastewater collection or treatment or biosolids management that have some relationship to Blue Plains. Although such facilities are generally managed by DC Water, some facilities are operated by Fairfax or WSSC on behalf of the Parties. The term refers to any facilities that any of the Parties are operating/managing on behalf of all or some subset of the Parties.

Non-Party User(s) - Those entities that contribute wastewater flows to Blue Plains that are managed through separate service agreements either by DC Water directly or on behalf of the District. These include: Loudoun County Sanitation Authority (LCSA or Loudoun Water), Virginia; Town of Vienna, Virginia; Dulles Airport, Virginia; National Park Service, Maryland; and Naval Ship Research and Development Center, Maryland. These entities do not have contractual rights under the IMA; and their interests under this IMA are represented by DC Water.

Operating Agency(ies) – DC Water, Fairfax and WSSC (i.e., those Parties that have operational responsibility for wastewater collection and/or treatment within the BPSA, and the associated billing and payment responsibilities).

Operating Agency Representative(s) – The members of DC Water, Fairfax and WSSC on the Leadership or Regional Committee, as applicable.

Operating and Maintenance Cost(s) (O&M) - Costs incurred by DC Water, Fairfax or WSSC in providing wastewater collection, treatment, and biosolids management and disposal services. Such costs include labor, materials and the repair and upkeep of equipment, but do not include Capital Costs. Costs shall be recognized in accordance with generally accepted accounting principles. These costs include direct costs, indirect costs and overhead costs.

Operational Requirements – Constraints placed on the wastewater sent to Blue Plains that DC Water has determined are required in order to protect DC Water’s wastewater collection system, or equipment, or the processes and equipment at Blue Plains, with which the District, Fairfax, WSSC and, as appropriate, the Non-Party Users and Indirect Users, must comply. These are in addition to any regulatory Pretreatment Program requirements.

Other Associated Facilities – All the other facilities, pipelines, and appurtenances within the District, and the Potomac Interceptor sewer system which are managed by DC Water, and are used for the storage and collection of wastewater sent to, or the management of biosolids generated by Blue Plains.

Party(ies) – Collectively those entities governed by and signatory to this IMA, being: the District of Columbia (District), the District of Columbia Water and Sewer Authority (DC Water), Fairfax County, Virginia (Fairfax), Montgomery County, Maryland (Montgomery), Prince George’s County, Maryland (Prince George’s), and the Washington Suburban Sanitary Commission (WSSC).

Peak Flow Limitation(s) – Maximum wastewater flow rate (MGD) allowed to be transmitted between the wastewater collection systems of two (2) of the Parties using Blue Plains, i.e. the District, Fairfax or WSSC.

Potomac Interceptor (PI) - The major wastewater interceptor built as a result of Public Law 86-0515 passed by Congress (June 12, 1960) that conveys wastewater from portions of suburban Virginia and Maryland to the District boundary and hence to Blue Plains for treatment.

Potomac Interceptor User(s) – Fairfax, Loudoun County Sanitation Authority (LCSA or Loudoun Water), Town of Vienna, and Dulles Airport, in Virginia; and WSSC, the National Park Service, the Naval Ship Research and Development Center, in Maryland, which utilize portions of the PI to transmit their wastewater flows to Blue Plains.

Pretreatment Program(s) – Formal programs established by the District, Fairfax and WSSC in compliance with the Clean Water Act, as amended, to reduce the amount of pollutants or that alter the nature of pollutant properties in wastewater to a less harmful

state prior to discharging such wastewater into the sewer system discharging to Blue Plains.

Projected Flow Capacity Need(s) – The formal determination, based on a Jointly Managed Study, of the long-term wastewater flows and associated treatment requirements (in MGD) that the District, Fairfax and WSSC and Non-Party Users are anticipated to generate within the BPSA, during or at the end of the agreed upon planning period. These projected wastewater flows are calculated as annual average flows under Annual Average Hydrologic Conditions and therefore do include an inherent contribution from Inflow and Infiltration, but do not include any Captured Stormwater Flow contributions, which are determined through separate processes.

Regional Committee - A committee established for the purpose of assisting in the interpretation, administration and implementation of this IMA and to resolve issues pertaining to Blue Plains and Other Associated Facilities that are within the scope of this IMA, its amendments and its associated Derivative Agreements.

Signatory(ies) – The representatives for the Parties that have the legal authority to bind their entities to the terms and conditions of this IMA.

Usage Allocation(s) - The basis for apportioning Capital Costs and O&M Costs of Multi-Jurisdiction Use Facilities (MJUFs) to the District, Fairfax, WSSC or Non-Party User that is not linked directly to the user's share of Allocated Flow Capacity or measured flow. This basis may include consideration of flow rates, percentage volume, modeled contributions, pollutant loadings (such as nutrients), or other methods for determining the District's, Fairfax's, WSSC's, or Non-Party User's portion of facilities, pipelines, and appurtenances and their associated costs.

User Fee(s) – A fee paid by Fairfax, WSSC and Non-Party User Loudoun County Sanitation Authority (LCSA or Loudoun Water) to DC Water, on behalf of the District, in accordance with **Section 5** of this IMA.

-END OF PAGE-

SIGNATORIES

WITNESS the following signatures of the Parties by their duly authorized representatives:

District of Columbia

Mayor Date:

DC Water

Chairman, Board of Directors Date:

Fairfax County, Virginia

Chairman, Board of Supervisors Date:

Montgomery County, Maryland

President, County Council Date:

County Executive Date:

Prince George's County, Maryland

Chair, County Council Date:

County Executive Date:

Washington Suburban Sanitary Commission

Chair

Date:

Vice Chair

Date:

APPENDIX

HISTORICAL AGREEMENTS (These agreements are inapplicable as of the execution of this IMA. They are mentioned here solely for historical context)

1. The 1985 Blue Plains Intermunicipal Agreement (IMA).
2. Accordingly, except as otherwise provided herein and subject to any orders of the U.S. District Court for the District of Columbia in State Water Control Board, et al. vs. WSSC, et al., Civil Action No. 1813-73, this Agreement shall extinguish and supersede the following agreements, which were also previously suspended, extinguished or superseded by the 1985 IMA:
 - a. Agreement No. DCF-A-766, dated August 12, 1954, between the District and WSSC;
 - b. Agreement No. DCF-A-1357, dated April 28, 1959, between the District and Fairfax County;
 - c. Memorandum of Understanding on Washington Metropolitan Regional Water Pollution Control Plan of October 1970 among the District, WSSC and Fairfax County;
 - d. Interim Treatment Program Agreement, dated October 18, 1971, among the District, WSSC and Fairfax;
 - e. The 1974 Blue Plains Sewage Treatment Plant Agreement, as amended;
 - f. Agreement No. DCF-A-766, dated February 11, 1965, between the District and Fairfax County;
 - g. Agreement No. DCF-A-2824, dated July 6, 1967, between the District and WSSC; and
 - h. Agreement No. DCF-A-145-DES, dated April 21, 1976, between the District and WSSC.

-END OF PAGE-

Presented and Adopted: March 7, 2013

**SUBJECT: Approval to Execute Contract No. WAS-13-014-AA-RE,
Tricon of Washington, D.C., Inc.**

**#13-23
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority, ("the Authority"), at the Board meeting held on March 7, 2013 upon consideration of a joint use matter decided by a vote of nine (9) in favor and none (0) opposed to execute Contract No. WAS-13-014-AA-RE, Tricon of Washington, D.C., Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Contract No. WAS-13-014-AA-RE, Tricon of Washington, D.C., Inc. The purpose of the contract is to supply and deliver granular quicklime for the purpose of lime stabilization of wastewater solids to meet environmental standards and regulations, and permit requirements, as well as achieve suitable quality for application on agricultural lands. The contract amount is \$3,198,206.

This resolution is effective immediately.


Secretary to the Board of Directors

Presented and Adopted: March 7, 2013

**SUBJECT: Approval to Execute Option Year Three of Contract No.
WAS-10-025-AA-RE, Kuehne Chemical Company, Inc.**


**#13-24
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority, ("the Authority"), at the Board meeting held on March 7, 2013 upon consideration of a joint use matter decided by a vote of nine (9) in favor and none (0) opposed to execute Option Year Three of Contract No. WAS-10-025-AA-RE, Kuehne Chemical Company, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Contract No. WAS-10-025-AA-RE, Kuehne Chemical Company, Inc. The purpose of the option is to provide liquid sodium hypochlorite for use as a disinfectant and odor control in the treatment of collected wastewater at the Blue Plains Advanced Wastewater Treatment Plant. The option amount is \$3,467,200.

This resolution is effective immediately.


Secretary to the Board of Directors

Presented and Adopted: March 7, 2013
SUBJECT: Approval to Execute Option Year One of Contract No.
WAS-11-006-AA-SC, Topflite Building Services, Inc.

#13-25
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority, ("the Authority"), at the Board meeting held on March 7, 2013 upon consideration of a joint use matter decided by a vote of nine (9) in favor and none (0) opposed to execute Option Year One of Contract No. WAS-11-006-AA-SC, Topflite Building Services, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Option Year One of Contract No. WAS-11-006-AA-SC, Topflite Building Services, Inc. The purpose of the option is to contract industrial cleaning services for the Blue Plains Advanced Wastewater Treatment Plant. The option amount is \$377,040.

This resolution is effective immediately.


Secretary to the Board of Directors

Presented and Adopted: March 7, 2013

**SUBJECT: Approval to Execute Option Year Three of Contract No.
WAS-10-010-AA-CE, Topflite Building Services, Inc.**

**#13-26
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority, ("the Authority"), at the Board meeting held on March 7, 2013 upon consideration of a joint use matter decided by a vote of nine (9) in favor and none (0) opposed to execute Option Year Three of Contract No. WAS-10-010-AA-CE, Topflite Building Services, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Option Year Three of Contract No. WAS-10-010-AA-CE, Topflite Building Services, Inc. The purpose of the option is to contract to provide janitorial services at designated DC Water facilities. The option amount is \$782,562.48.

This resolution is effective immediately.


Secretary to the Board of Directors

Presented and Adopted: March 7, 2013

**SUBJECT: Approval to Execute Option Year Two of Contract No.
WAS-10-074-AK-MB, Mega-Tech, Inc.**

**#13-27
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority, ("the Authority"), at the Board meeting held on March 7, 2013 upon consideration of a joint use matter decided by a vote of nine (9) in favor and none (0) opposed to execute Option Year Two of Contract No. WAS-10-074-AK-MB, Mega-Tech, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Option Year Two of Contract No. WAS-10-074-AK-MB, Mega-Tech, Inc. The purpose of the option is to provide personnel to manage and support analytics driven asset management project via Maximo for the Department of Information Technology. The option amount is \$343,740.

This resolution is effective immediately.


Secretary to the Board of Directors

Presented and Adopted: March 7, 2013

SUBJECT: Approval to Execute Change Order No. 17 of Contract No. 100020, Ulliman Schutte Construction, LLC

**#13-28
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority, ("the Authority"), at the Board meeting held on March 7, 2013 upon consideration of a joint use matter decided by a vote of nine (9) in favor and none (0) opposed to execute Change Order No. 17 of Contract No. 100020, Ulliman Schutte Construction, LLC.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Change Order No. 17 of Contract No. 100020, Ulliman Schutte Construction, LLC. The purpose of the change order is to procure and install an electric unit heater in the Denitrification Carbon Feed Building Fire Control Room. The change order amount is \$37,850.

This resolution is effective immediately.


Secretary to the Board of Directors

Presented and Adopted: March 7, 2013

SUBJECT: Approval to Execute Change Order No. 08 of Contract No. 100120, PC/CDM Joint Venture

**#13-29
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority, ("the Authority"), at the Board meeting held on March 7, 2013 upon consideration of a joint use matter decided by a vote of nine (9) in favor and none (0) opposed to execute Change Order No. 08 of Contract No. 100120, PC/CDM Joint Venture.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Change Order No. 08 of Contract No. 100120, PC/CDM Joint Venture. The purpose of the change order is to add a Plant-wide Emergency Address System for emergency and general communications. The change order amount is \$149,728.

This resolution is effective immediately.


Secretary to the Board of Directors

Presented and Adopted: March 7, 2013

**SUBJECT: Proposed Language to Clarify the Addition of a New
“Multi-Family” Customer Classification**

**#13-30
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The District members of the Board of Directors (“Board”) of the District of Columbia Water and Sewer Authority (“DC Water”) at the Board meeting held on March 7, 2013 upon consideration of a non-joint use matter, decided by a vote of five (5) in favor and none (0) opposed, to approve the following action with respect to the proposed Language to Clarify the Addition of a new “Multi-Family” Customer Classification into the District of Columbia Municipal Regulations.

WHEREAS, the Board has adopted a revised rate setting policy that calls for rates that, together with other revenue sources, yield a reliable and predictable stream of revenues and will generate sufficient revenues to pay for DC Water’s projected operating and capital expenses;

WHEREAS, DC Water has two classes of customers, (residential and non-residential) as per Title 21 in the District of Columbia Municipal Regulations (DCMR);

WHEREAS, the DC Water Board of Directors approved Resolution #13-12 on January 3, 2013 which approved that a new customer classification of Multi-Family be published for public comment in the *D.C. Register*;

WHEREAS, DC Water has identified additional references within the DC Municipal Regulations that refer to customer classifications and therefore, require amendment in order to be compatible with the proposed new customer classification;

WHEREAS, the public comment and notification process of the proposed “Multi-Family” customer class for DC water and sewer rates will occur over the next several months and it is the intent of the Board to take final action on the proposed customer class at the conclusion of the notification and comment period;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Board proposes the following amendments to the District of Columbia Municipal Regulations:

Amend Chapter 4 section 4101.1 Customer Classification for Procedures to the Clean Rivers Impervious Area Charge Adjustment for the existing sections 402.7 and 402.8:

- 402.7 Non-residential and multi-family owners or their agents may seek an impervious surface area charge adjustment if the owner or agent can establish that the property has been assigned to the wrong rate class, the impervious service area used in the computation of the charge is incorrect or if the ownership information is incorrect.
- 402.8 Non-residential and multi-family owners or their agents shall submit a site survey, prepared by a registered professional land surveyor, showing impervious surfaces on the site and other information that may be requested by DC Water.

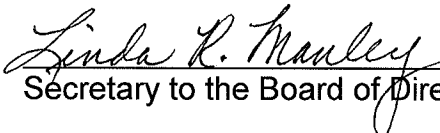
Amend section 4101.1 Cooling Water and Sewer Charge and Non-Potable Water Sewer Charge:

- (d) The retail cooling water sewer charge shall be the retail sanitary sewer service rate set forth in section 4101.1(a) for cooling water discharged into the District's wastewater sewer system; and
- (e) The retail non-potable water source sewer charge shall be the retail sanitary sewer service rate set forth in section 4101.1(a) for non-potable water discharged into the District's wastewater sewer system.

Amend section 4101.4 Clean Rivers Assessment Rules:

- All non-residential and multi-family customers shall be assessed ERU(s) based upon the total amount of impervious surface area on each lot. This total amount of impervious surface shall be converted into ERU(s), truncated to the nearest one-hundred (100) square feet.
2. The General Manager is authorized to take all steps necessary in his judgment and as otherwise required, to initiate the public comment process and shall provide notice of the proposed amendments in the manner provided by 21 DCMR, Chapter 40 and the District of Columbia's Administrative Procedures.

This resolution is effective immediately.


Secretary to the Board of Directors

Presented and Adopted: March 7, 2013

SUBJECT: Approval of the Strategic Plan titled "blue horizon 2020"

**#13-31
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The Board of Directors ("Board) of the District of Columbia Water and Sewer Authority ("the Authority" or "DC Water"), at its meeting on March 7, 2013, decided by a vote of nine (9) in favor and none (0) opposed to take the following action.

WHEREAS, the services provided by DC Water are essential and central to assuring a sustained vitality for the Washington, D.C. metro area; and

WHEREAS, the operations, management, finance, and governance of DC Water, like many water-sector utilities, are directly impacted by global, national, and local trends and challenges; and

Whereas, some of the more significant trends and challenges include: meeting future demands, more stringent regulatory requirements, aging infrastructure, changes in residential consumption patterns and workforce issues; and

Whereas, this convergence of issues has been characterized by increases in operational and capital costs, reductions in revenue, rising rates and customer affordability issues, all of which, if not properly addressed, could result in an unsustainable financial model; and

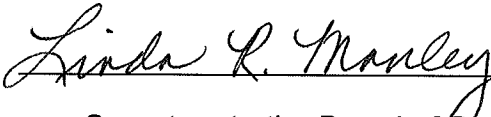
WHEREAS, during the period of February 2012 through February 2013, members of Board held several planning sessions to evaluate and update the Strategic Plan ("the Plan"); and

WHEREAS, the Strategic Planning Committee of the Board, at its regularly scheduled meeting on February 26, 2013, recommended the adoption of the updated Strategic Plan titled "blue horizon 2020" by the DC Water Board; and

WHEREAS, the Strategic Plan elements include: Updated Organizational Vision, Values, and Mission Statements, and Board Focus Areas, Goals and Objectives;

NOW THEREFORE BE IT RESOLVED THAT:

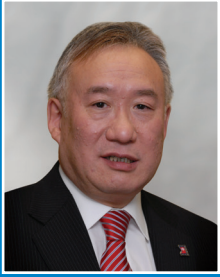
1. The Board hereby approves the Strategic Plan titled "blue horizon 2020" for the District of Columbia Water and Sewer Authority Board of Directors as set forth in the attachments to this resolution.
2. The Board directs the General Manager to develop and implement initiatives that will ensure the accomplishment of the Board's objectives.
3. The Board directs the General Manager to develop mechanisms for reporting on the progress and achievement of the Board's strategic objectives.
4. This resolution is effective immediately.


Secretary to the Board of Directors

blue horizon 2020

DC WATER
STRATEGIC
PLAN





CHAIRMAN'S MESSAGE

DC Water is flowing into a period of vast opportunity, but also enormous challenges that will be difficult to navigate without careful

planning and a clear vision for the future of the enterprise. That vision is encapsulated in this document, the Blue Horizon 2020 Strategic Plan.

The Board of Directors and the Executive Management Team have collaborated to assess key industry trends and the greatest threats, and to identify the critical factors important to DC Water's long term success. We now have a strong course of action, with clear goals and objectives, and detailed steps for implementation and monitoring that will guide DC Water's progress for years to come. I look forward to working with the General Manager and his team to ensure DC Water reaches its full potential.

Allen Y. Lew, Chairman
DC Water Board of Directors



GENERAL MANAGER'S MESSAGE

It has been a great pleasure to work with the Board of Directors to examine our strengths, weaknesses, opportunities and threats, and to set an overall strategic direction that will ensure we remain accountable to our ratepayers and meet the challenges ahead, from increasingly

stringent federal mandates to an aging infrastructure and workforce.

The Blue Horizon 2020 Strategic Plan is a blueprint for excellence in service, technology and environmental sustainability. The services we provide are vital to every person, business and community in the region and it is our priority to prepare for challenges and develop solutions today and for the future.

At DC Water, we will utilize the Blue Horizon 2020 Strategic Plan as a clear vision for efficient and effective performance, financial responsibility, outreach and leadership. It will make us a world-class utility and a leader in the areas of customer service, technology, science and business. I look forward to the actions we will take and the impacts we will have in making sure that every dollar from our ratepayers goes farther, while improving our services to the District, the region and the environment.

George S. Hawkins, General Manager
DC Water

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THE NEED FOR STRATEGIC PLANNING

Global and national trends, coupled with local challenges, have profoundly impacted the operations, management, finance, and governance of many water-sector utilities throughout the United States.

This convergence of issues has created:

- ▶ An unsustainable financial model, characterized by reductions in revenue and increases in operational and capital needs.
- ▶ A disconnect with the customer base, where customers and stakeholders struggle to understand the value of water and the balance between the needs of the utility and its financial resources.

In 2008 and 2009, new leadership was installed at the Board of Directors (Board) and Executive Management levels of DC Water. Since that time, substantial effort has been devoted to re-branding the organization under the theme of **Water is Life**, initiating an asset management process, and improving the effectiveness of the workforce through a Team Blue Initiative and an organization-wide commitment to teamwork, effectiveness, and efficiency called PACT.

DC WATER STRATEGIC PLANNING PROCESS

BOARD RETREAT

A full day session with the Board to discuss:

- The future of water and its potential impact on DC Water
- DC Water's vision
- Overall strategic direction
- Strengths, weaknesses, opportunities, and threats, as well as potential DC Water responses

INITIAL STRATEGIC PLANNING COMMITTEE WORKSHOP

Building on the Board Retreat, a workshop was conducted with the Board's newly-created Strategic Planning Committee to develop DC Water's mission, values, and goals, and assign goals to specific Board Committees for further review and direction.

COMMITTEE WORKSHOPS

Workshops were held with the committees responsible for various goals to refine the respective goals, draft measurable objectives, and consider potential ideas for initiatives.

FOLLOW-UP STRATEGIC PLANNING COMMITTEE WORKSHOP

After the various committees had completed work on their respective goal areas, the Strategic Planning Committee met to review and refine the foundational elements (vision, mission, values, and goals) of the DC Water strategic plan.

EXECUTIVE TEAM WORKSHOP

Since management will have ultimate responsibility for implementing the Blue Horizon 2020 Strategic Plan (Blue Horizon 2020), the specific initiatives to be pursued were developed at an Executive Management Workshop. As a result of this workshop, a first draft of Blue Horizon 2020 was prepared.

BOARD REVIEW

The Blue Horizon 2020 draft was reviewed by the Board, minor revisions were made, and the strategic plan was informally approved.

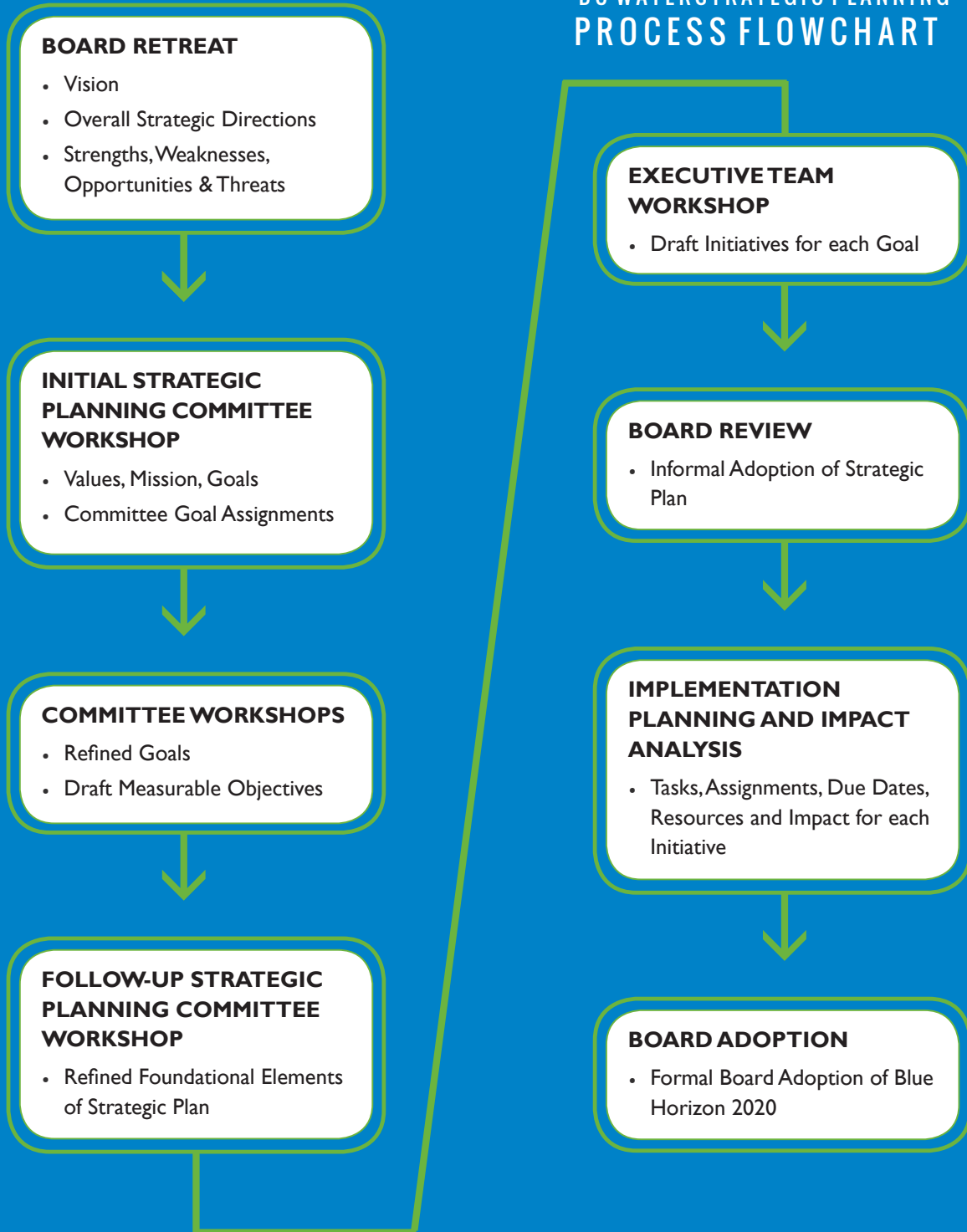
IMPLEMENTATION PLANNING & IMPACT ANALYSIS

Teams of DC Water management developed detailed implementation task plans for the various initiatives, which included tasks necessary, suggested due dates, and resources required. In addition, the teams evaluated the financial, service, and policy implications of the various initiatives. These implementation plans have been reviewed and finalized, and are presented as a supplementary document. In addition, a process and system to monitor implementation and achievement of stated objectives is being developed and will be incorporated into the DC Water management process.

BOARD ADOPTION

The final plan was presented to the Board, which adopted it formally at their meeting in March 7, 2013 as the Blue Horizon 2020 Strategic Plan.

DC WATER STRATEGIC PLANNING PROCESS FLOWCHART



ENVIRONMENTAL SCAN

COMMUNITY PROFILE

As the nation's capital, Washington, D.C. is a federal district, located on the Potomac River between Maryland and Virginia. According to a recent U.S. Census estimate in July of 2011, the District has a population of approximately 618,000, which increases to well over a million during the work week, when commuters from Maryland and Virginia suburbs enter the city. The Washington Metropolitan Region has a population of more than 5.5 million individuals and is the seventh-largest metropolitan area in the country.

As of October 2012, the unemployment rate in Washington, D.C. was 8.3 percent, compared to 6.3 percent unemployment in the State of Maryland, 5.4 percent in the Commonwealth of Virginia and 7.5 percent in the United States. The median household income in Washington, D.C. is \$61,835, which is significantly higher than the median household income for the United States (\$52,762). As of 2010, 18.2 percent of Washington, D.C. residents fell below the federal poverty level. The cost of living is 43 percent higher than the average cost of living in the United States.

Washington, D.C. has an increasingly diversified economy, with a large segment of professional and business service jobs. The largest employer is the federal government, which accounts for approximately 29 percent of the jobs in Washington, D.C., followed by Medstar Health,

Inova Health System, Northrup Grumman, and Science Applications International Group, which employ more than 15,000 employees each.

HISTORY

In 1996, the District of Columbia Water and Sewer Authority was created by District law, with the approval of the United States Congress, as an independent authority of the District Government with separate legal existence.

GOVERNANCE

DC Water's Board of Directors establishes policies and guides the strategic planning process. The Board is composed of 22 members, representing the District, Montgomery and Prince George's counties in Maryland and Fairfax County in Virginia. The District members set rates, charges and policies for District services. The entire Board votes and establishes policies for joint-use services. The General Manager reports to the Board and manages the day-to-day operations and performance of the enterprise.

CUSTOMERS SERVED

DC Water provides retail water and wastewater services to customers in the District of Columbia. It also provides wholesale wastewater treatment service to Montgomery and Prince George's Counties in Maryland and Fairfax and Loudoun Counties in Virginia. DC Water provides more than 600,000 residents, 17.8 million annual visitors, and 700,000 people who are employed in the District of Columbia with water and sewer/wastewater treatment. The Blue Plains Advanced Wastewater Treatment Plant treats wastewater from jurisdictions in Maryland and Virginia to serve an additional 1.6 million people.



GREATER INDUSTRY TRENDS & LOCAL UTILITY CONTEXT

The services provided by DC Water are central to assuring a sustained vitality of the Washington, D.C. community. According to Charles Fishman, author of a leading water industry book, *The Big Thirst*, a shift toward water scarcity is amplifying as we look to the future, and is occurring on a regional, national, and global scale.

While not all of these are immediately pending challenges, there are several national and regional trends that are particularly significant for DC Water as it works to update and implement Blue Horizon 2020. These include meeting future demands, more stringent regulatory requirements, changes in residential consumption patterns, workforce issues, ensuring financial sufficiency of the organization, and growing concerns about the impact of global climate change. These and other challenges must be considered to adequately plan for the future of DC Water.

10 TRENDS

Prior to the Board Retreat, both Board members and Executive Management were asked to rank the following ten recognized industry trends, which are expected to impact water sector utilities, in terms of their importance and potential impact on DC Water. The following are presented in the order of the assessment of their relative importance to DC Water, and include brief descriptions of the situation facing DC Water for each trend and potential DC Water responses. The responses are embodied in Blue Horizon 2020.

TREND

1

REGULATIONS

SITUATION

The regulatory environment will continue to put pressure on capital budgets. Success will be achieved when the majority of the industry's organizational focus can be shifted to initiatives that are business case-based and less based on mandated responses to regulatory requirements. However, unfunded mandates are expected to continue and increase.

POTENTIAL DC WATER RESPONSE

- ▶ Enhance participation in influencing regulations through increased industry involvement and efforts to communicate with regulators.
- ▶ Continue to improve DC Water's aging infrastructure to maintain and improve product quality and comply with regulatory obligations.
- ▶ Implement comprehensive asset management program.

TREND

2

UTILITY FINANCIAL CONSTRAINTS

SITUATION

Addressing the needs of the industry requires capital and inevitably, increased rates. Resistance to raising rates will require stakeholder support, which requires cost containment and operational efficiency.

POTENTIAL DC WATER RESPONSE

- ▶ Implement process improvements that reflect industry best practices.
- ▶ Enhance communications with stakeholders.
- ▶ Improve the efficiency and effectiveness of DC Water employees.

TREND

3

TECHNOLOGY

SITUATION

The water sector industry will continue to be transformed because of and through the use of advanced technology. Quality and efficiency will be most influenced.

POTENTIAL DC WATER RESPONSE

- ▶ Strategically deploy technology with careful consideration of costs and benefits.

TREND

4

CUSTOMER EXPECTATIONS

SITUATION

Water utility customer expectations have historically been based on whether water flowed from the tap and whether wastewater went away. These minimal expectations are no longer the acceptable standard for the industry. Today, tap water quality is being compared to bottled water quality, and customer service inquiries and problem resolution expectations are redefining how industry customer service departments communicate and respond.

POTENTIAL DC WATER RESPONSE

- ▶ Enhance focus on understanding and meeting or exceeding customer expectations.
- ▶ Improve customer communication and stakeholder outreach.

TREND

5

TOTAL WATER MANAGEMENT

SITUATION

The merging of water environments (water, wastewater and stormwater) will serve as the basis of one water (basin approach) planning and management, which will balance the water environment and lead to better regional planning.

POTENTIAL DC WATER RESPONSE

- ▶ Focus on regional cooperation and collaboration.
- ▶ Consider DC Water role in drinking water treatment.

TREND

6

WORKFORCE ISSUES

SITUATION

The industry is currently transitioning from a workforce of baby boomers to a new generation, which has different values and expectations. As older employees retire, younger replacements will need the knowledge, training, and commitment to continue to provide a high level of quality and service.

POTENTIAL DC WATER RESPONSE

- ▶ Enhance employee recruitment, training and development.
- ▶ Improve employee performance evaluation.
- ▶ Measure and improve workforce productivity.

TREND

7

ENERGY

SITUATION

Energy costs will remain a significant percentage of the total cost to provide utility services. As the cost of energy continues to rise, so will the need to focus on energy efficiency.

POTENTIAL DC WATER RESPONSE

- ▶ Consider energy in best practice identification and operational efficiency initiatives.

TREND

9

INCREASED RISK PROFILE

SITUATION

The risk profile refers to emergency management (natural or man-made disasters), employee safety, and security. The recent hurricane on the northeast coast and the potential for terrorism or other disasters has made this trend increasingly compelling.

POTENTIAL DC WATER RESPONSE

- ▶ Assure appropriate security for the risk profile.
- ▶ Enhance the overall DC Water safety program.
- ▶ Exercise, update and improve emergency preparedness, safety and security plans.

TREND

8

POLITICAL ENVIRONMENT

SITUATION

The political environment is growing more complex and balancing competing interests will require actions to avoid and overcome political disagreements.

POTENTIAL DC WATER RESPONSE

- ▶ Collaborate closely with the governments of all jurisdictions served.
- ▶ Develop and improve relationships with the federal government and members of the congressional delegations from the service area.
- ▶ Work closely with other organizations with mutual interests.

TREND

10

POPULATION CHANGES

SITUATION

Growth and shifts in population within the service area will require appropriate consideration and evaluation of the geographic allocation of resources. Significant growth in population is not expected in the existing DC Water service area.

POTENTIAL DC WATER RESPONSE

- ▶ Monitor population growth trends.
- ▶ Consider new services that can be provided to existing customers.
- ▶ Identify and evaluate opportunities to expand the geographical service area.

SWOT

The DC Water Board and Executive Management conducted a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis. As a result, the following were identified and explicitly considered in the development of Blue Horizon 2020.

STRENGTHS

- Leadership and employees
- Financial management capability
- Board governance
- Current performance
- Common vision (board/management)
- Regional support
- Customer service
- Sustainability expertise
- Capital allocation ability

WEAKNESSES

- Aging infrastructure
- Aging workforce/succession planning
- Perceived image
- Messaging of importance of service
- Financial limitations
- Fragmented regulators
- Fragmented industry associations

OPPORTUNITIES

- Improve public perception
- Enhance workforce development
- Leverage regional cooperation
- Capital and asset management program
- Unify industry voice to influence regulations
- Implement more/better technology
- Improve bond rating
- Identify and pursue alternative sources of revenue
- Market DC Water technology and capability
- Expand DC water role in drinking water treatment
- Exploit new environmental ethic

THREATS

- Regulations/unfunded mandates
- Cost of aging/failing infrastructure
- Retirement of knowledgeable employees
- Large capital program risks
- Future availability and cost of resources
- Natural and man-made disasters
- Labor relations issues



CRITICAL SUCCESS FACTORS

The Board and Executive Management discussed the following factors that are important to the long-term success of DC Water.

IMPORTANCE OF COMMUNICATIONS AND OUTREACH

Effective communication with the broad array of DC Water stakeholders should continue and be enhanced. DC Water is vital to the community and its importance should be clearly communicated.

INCREASING THE VALUE OF WATER

Marketing water with the theme of “Water is Life” has been successful and should continue to be developed and enhanced. Rates for water utility services will necessarily increase as a result of increasing regulation and customer service level requirements. However, it should be clear to all that the value of this resource far exceeds the costs to ratepayers.

ALTERNATIVE REVENUE STREAMS

As a premier provider of water-related services, DC Water may be in a unique position to provide additional valuable services to customers, which may offset some otherwise necessary rate increases. These ideas will be identified, evaluate, prioritized and, if appropriate, implemented.

SUSTAINABILITY

Sustainability is receiving increased attention from the water sector industry and DC Water should consider sustainability from a “triple bottom line” perspective (economic, environmental, and social sustainability).

EFFICIENCY

DC Water commits to being an efficient operation that identifies and implements best practices, uses technology strategically, and develops and maintains an efficient and motivated workforce.

REGIONAL COOPERATION AND PARTNERSHIPS

As a regional utility with a broad group of customers and stakeholders, DC Water will improve its operation by collaborating locally, regionally, and nationally to provide the best possible solutions for the benefit of its customers and communities.

DC WATER CHALLENGES & POTENTIAL RESPONSES

Going into the strategic planning process, Executive Management shared an evaluation of the current challenges and potential responses with the Board of Directors.

CHALLENGES

The challenges that must be addressed by DC Water and considered in the strategic plan were identified as:

- ▶ The vital nature and significance of the service provided, which allows little room for error
- ▶ Aging infrastructure
- ▶ Customers lack understanding of the value and significance of DC Water's services unless and until something goes wrong
- ▶ Difficult financial situation with growing unfunded mandates, a relatively stagnant customer base, declining consumption, and resistance to rate increases
- ▶ A risk-averse culture that focuses on short-term service delivery which, while important, can stifle innovation

POTENTIAL RESPONSES

To respond to these challenges, Blue Horizon 2020 suggests that DC Water:

- ▶ Focus significant attention on customer service and customer and stakeholder outreach and communication
- ▶ Embrace technology and innovation to provide better and more cost-effective service in terms of the treatment process and other elements of the DC Water system
- ▶ Improve internal operational processes to increase efficiency, productivity, and service delivery through best practice implementation, whether developed at DC Water or by others
- ▶ Pursue new sources of revenue to help fund current and future operations
- ▶ Achieve a position of leadership locally, regionally, and nationally to enhance credibility and to be at the forefront of innovation and industry knowledge
- ▶ Implement a comprehensive asset management program

LEADING CHANGE AT DC WATER

The DC Water workforce, known as Team Blue, is the foundation for operating as a world-class water utility. In 2011, the DC Water Executive Team launched the Team Blue PACT. The PACT represents the leadership attributes necessary to advance transformational and organization-wide improvements at DC Water: Positive attitude, Accountability, Communication and Teamwork.

In developing Team Blue PACT, the DC Water Management Team defined each of the four PACT elements and their role in the workplace. The Team Blue PACT pledge was established to acknowledge a commitment to behaviors necessary for contributing to and advancing DC Water's mission. Foundational to PACT are the commitments to strive for self-improvement; to lead by example; to advance the greater good; and to take ownership of problems and solutions. Its preamble concludes: "I recognize the need for change to improve DC Water; I will always first consider what I can personally change to make it happen. I am the answer!"

Team Blue PACT will continue to be highlighted in a variety of settings at DC Water and to serve as a guiding framework for implementation of Blue Horizon 2020. The DC Water Management Team has pledged to PACT and their performance factors now reflect its elements; a new Leadership Academy will advance training centered on PACT; workforce recruitment efforts, position descriptions and interview questions will reflect PACT.



THE TEAM BLUE PACT PLEDGE

I hereby acknowledge that the Team Blue PACT describes actions to which I commit as a leader at DC Water. I acknowledge that this document clearly explains the behaviors expected of me in the organization and that it emphasizes the commitment: to strive for self-improvement; to lead by example; to advance the greater good; and to take ownership of problems and solutions. I acknowledge that the definitions of the Team Blue PACT elements – Positive attitude; Accountability; Communication; and Teamwork – describe what I need to do to contribute successfully to the goal of building on DC Water's significant strengths to become a world-class utility. Finally, I pledge that when I recognize the need for change to improve DC Water, I will always first consider what I can personally change to make it happen. I am the answer!

STRATEGIC DIRECTION

BLUE HORIZON 2020

Blue Horizon 2020 serves as a blueprint for future decision-making and provides a structure through which annual reviews can be accomplished to assure that the goals and objectives retain their relevance over time. By laying out a course of action, this plan represents a disciplined process for making fundamental decisions and shaping DC Water's future.

The plan represents the collaboration of the Board of Directors, Executive Management, and the management team, as well as input from key external stakeholders. The plan is designed to be a lasting framework, although updates should be made to goals, objectives, and initiatives as the organization moves forward and circumstances change.

This plan contains the DC Water vision, mission statement, values, goals, objectives, and initiatives. It addresses DC Water's current challenges and helps ensure continued success in operations and management of resources and assets.

DC Water's vision describes the desired future state and guides the organization toward the future, while the mission of the utility describes the purpose of the organization and its role within the service area. Values articulate the deeply-held beliefs, norms, and qualities of the utility, and are the basis from which each DC Water staff member should operate.

FOCUS AREAS

The strategic plan, and the accompanying strategic framework, is the direct result of evaluation and analysis of the elements of the environmental scan and the needs of key stakeholders represented by the DC Water Board. Early in the process, three key themes emerged, which are embodied in Blue Horizon 2020. These have been called focus areas and are:



LEADERSHIP

DC Water will advocate and lead local, regional, and national collaborations, while internally developing the workforce of the future.



VALUE

DC Water will be recognized for the value it delivers by protecting public health and the environment, supporting community sustainability, and providing for economic vitality.



INNOVATION

DC Water will achieve international prominence in development and adoption of science, technology and processes in support of a culture of innovation.

VISION

To be a world-class water utility.

VALUES

Respect: Serve with a positive attitude, courtesy, and respect that engender collaboration and trust.

Ethics: Maintain high ethical standards, accountability, and honesty as we advance the greater good.

Vigilance: Attend to public health, the environment, quality, efficiency, and sustainability of our enterprise.

Accountability: Address challenges promptly, implement effective solutions, and provide excellent service as a committed team.

MISSION

Exceed expectations by providing high quality water services in a safe, environmentally friendly, and efficient manner.

GOALS

The goals, presented on the following pages and the accompanying strategic plan framework, represent the core strategies that DC Water will pursue. The Board and Executive Management believe that they are essential to the achievement of the mission and to becoming a world-class water utility.

OBJECTIVES

Objectives are the strategic measures that will enable the Board and Executive Management to evaluate achievement of the goals. Some of the specific measures will need to be further researched and refined as the organization implements the plan and obtains additional insight and information.

INITIATIVES

Initiatives are the allocation of resources (time and money) to achieve the objectives and the goals.



WORLD-CLASS STATUS

A fundamental response to the challenges faced by utilities today is to cultivate innovation throughout the organization. The DC Water Board is committed to meeting the challenges of the future and leading the organization to world-class status. This encompasses everything from embracing groundbreaking new technologies and maintaining ongoing excellence in treatment and distribution, to evaluating performance and driving improvement in every area of the utility. The implementation of Blue Horizon 2020 will be a critical factor in enabling DC Water to achieve its vision: To be a world-class water utility.

GOAL 1

DEVELOP, MAINTAIN, AND RECRUIT A HIGH PERFORMING WORKFORCE

OBJECTIVES

- 1) Improve employee and internal customer satisfaction levels
- 2) Achieve 100% of employees with required certifications and/or licenses by 2015
- 3) Increase workforce productivity using a composite measure

INITIATIVES

- 1) Develop a comprehensive skills assessment plan for the organization
- 2) Develop and implement a comprehensive leadership development program
- 3) Assess and determine the current succession needs for the organization
- 4) Develop and implement process by which DC Water evaluates non-union employee performance and establish individual performance measures
- 5) Develop and implement process by which DC Water evaluates union employee performance and establish individual performance measures
- 6) Develop and implement process to measure and assess employee and internal customer satisfaction
- 7) Determine and define a composite measure for workforce productivity

GOAL 2

COLLABORATE LOCALLY, REGIONALLY, AND NATIONALLY

OBJECTIVES

- 1) Achieve efficiencies through increased collaboration
- 2) Positively influence laws, policies, and regulations through collaborations

INITIATIVES

- 1) Increase Board and staff collaboration in local, regional, and national activities
- 2) Work with DC City Administrator, Board members from counties, local members of Congress, and others to improve DC Water's interaction with other governmental agencies and jurisdictions at all levels
- 3) Create formal communication channels with organizations with mutual interests
- 4) Support opportunities to provide new services and to expand customer base
- 5) Facilitate implementation of the 2012 IMA agreement
- 6) Achieve leadership roles and seek awards for DC Water and its personnel
- 7) Develop local hiring initiative for contractors

GOAL 3

INCREASE BOARD FOCUS ON STRATEGIC DIRECTION

OBJECTIVES

- 1) Board and committee structure, frequency of meetings, and agendas are focused on the strategic plan
- 2) On-time implementation of initiatives
- 3) Demonstrated progress on the objectives

INITIATIVES

- 1) Create a Board and Committee structure and approach that support the strategic plan
- 2) Use the existing General Manager "dashboard" to evaluate progress on initiatives and attainment of goals and objectives
- 3) Review and evaluate operational data by exception with the Board and Committees

GOAL 4

ENHANCE CUSTOMER/ STAKEHOLDER CONFIDENCE, COMMUNICATIONS, AND PERCEPTION

OBJECTIVES

- 1) Increase customer satisfaction
- 2) Improve stakeholder understanding and support for key issues facing DC Water

INITIATIVES

- 1) Develop a communications inventory including opportunities, communication approaches, and targeted stakeholders
- 2) Establish residential and non-residential customer satisfaction survey to obtain baseline performance data and update results periodically
- 3) Develop and deploy a satisfaction survey for targeted stakeholder groups
- 4) Increase opportunities to communicate with all customers, including those who do not receive a bill

GOAL 5

ASSURE FINANCIAL SUSTAINABILITY AND INTEGRITY

OBJECTIVES

- 1) Develop alternative revenue sources and achieve realistic revenue projections
- 2) Meet capital finance objectives as set by the Board
- 3) Meet affordability targets as set by the Board
- 4) Achieve high stakeholder confidence in financial procedures and results as measured by a stakeholder survey

INITIATIVES

- 1) Identify and evaluate potential revenue-generating opportunities
- 2) Review and update where appropriate all existing financing policies to ensure facilitation of capital financing needs
- 3) Based on 20-year Financial Feasibility Plan, establish policy objectives on affordability
- 4) Assess the effectiveness of current affordability programs and make recommendations for enhancement if needed
- 5) Achieve unqualified audit opinion on the financial statements and resolve all management letter comments

GOAL 6

ASSURE SAFETY AND SECURITY

OBJECTIVES

- 1) Achieve consistent improvement on a composite of national safety indices annually
- 2) Successfully implement appropriate recommendations of the vulnerability assessment
- 3) Implement improvements to the safety program

INITIATIVES

- 1) Develop a comprehensive security master plan to include ongoing reporting and monitoring process
- 2) Implement a safety management software/information system and report on relevant safety metrics
- 3) Establish a safety management system
- 4) Update safety policies, procedures, and training requirements, including emergency response plan
- 5) Enhance safety and security culture through improved training
- 6) Enhance safety and security culture through improved communication

GOAL 7

CONSIDER DC WATER ROLE IN DRINKING WATER TREATMENT

OBJECTIVES

- 1) Determine by the end of fiscal year 2014 whether DC Water should take additional responsibility for drinking water treatment
- 2) Achieve consistent taste and odor quality in drinking water

INITIATIVES

- 1) Conduct a careful study of the potential approach and the costs and benefits of taking direct responsibility for drinking water treatment
- 2) Establish standards that meet or exceed current water quality measures

GOAL 8

OPTIMALLY MANAGE INFRASTRUCTURE

OBJECTIVES

- 1) Replace and/or rehabilitate at least 1% of linear infrastructure annually
- 2) Reduce impact of infiltration & inflow and critical infrastructure failures
- 3) Optimize the ratio of preventative versus corrective maintenance
- 4) Improve cost effectiveness of infrastructure repair and replacement

INITIATIVES

- 1) Complete development of, and implement a comprehensive asset management plan
- 2) Evaluate the use of internal crews versus contractor for repair and replacement of critical infrastructure based on cost, quality, timelines, and training opportunities
- 3) Increase focus on preventative maintenance
- 4) Assess impact of I/I on system and determine fix
- 5) Evaluate alternative technologies to reduce critical failures

GOAL 9

ENHANCE OPERATING EXCELLENCE THROUGH INNOVATION, SUSTAINABILITY, AND ADOPTION OF BEST PRACTICES

OBJECTIVES

- 1) Measure and evaluate specific indices of efficiency
- 2) Increase adoption of sustainability processes and programs
- 3) Achieve top quartile performance against peer group benchmarks
- 4) Receive external recognition for operating excellence and innovation

INITIATIVES

- 1) Determine/define key organizational performance metrics
- 2) Identify and prioritize critical business processes that drive key performance metrics
- 3) Develop plan for key business process performance reporting
- 4) Encourage every member of the DC Water team to identify and implement process improvements
- 5) Reward performance and contributions for improvement
- 6) Identify and advance opportunities to enhance environmental sustainability

IMPLEMENTATION PLANNING & MONITORING

IMPLEMENTATION PLANS

Implementation plans have been developed and will serve as the basis for implementation management. These plans are detailed resource allocation documents and present:

- ▶ Goal Champions, who are Executive Management Team members who will coordinate implementation activities for the strategies addressing each goal
- ▶ Implementation Champions, who are Senior Management Team members with responsibility to achieve key milestones associated with assigned initiatives
- ▶ Individual task assignments
- ▶ Start and end dates for each task
- ▶ Estimated cost of implementation

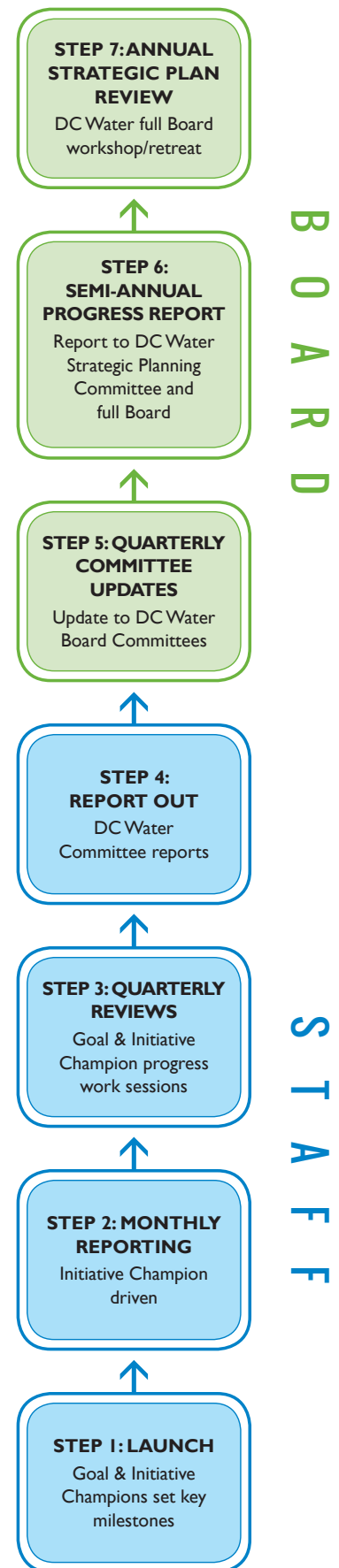
In addition, the overall impact of each initiative has been evaluated by the Executive Management Team from financial, service, and policy perspectives.

IMPLEMENTATION MONITORING

The value of strategic planning is achieved through implementation. To assure continued attention to the strategic plan, a formal monitoring program is being established. It will include review sessions during which the management team will:

- ▶ Evaluate progress
- ▶ Determine if changes need to be made to any of the initiatives
- ▶ Assure that necessary resources are allocated

Periodically, progress on implementation will be reported to the Board and the appropriate Board Committees. The implementation process diagram on this page provides an overview of the implementation, management, monitoring and reporting sequencing.



COMMUNICATIONS

INTERNAL COMMUNICATIONS

Since day-to-day implementation and embodiment of the values requires employee support, it is important that management and employees fully understand and embrace Blue Horizon 2020.

Therefore, management is committed to:

- ▶ Sharing the strategic plan with employees through small group meetings and obtaining and responding to employee feedback
- ▶ Consistently re-enforcing the strategic plan in day-to-day management decisions
- ▶ Recognizing contributions to strategic plan implementation activities
- ▶ Launching and leveraging an updated intranet to enhance viewership and exchange of information with employees
- ▶ Creating posters, cards, and other materials presenting the vision, values, and mission

EXTERNAL COMMUNICATIONS

A program of communication to key stakeholders will also be implemented to introduce Blue Horizon 2020 and publicize ongoing implementation efforts and progress. Techniques such as meetings, distribution of this document and the strategic framework document, sections on the DC Water web site, occasional progress reports, etc. will be directed to key stakeholders including:

- ▶ Customers
- ▶ DC Government
- ▶ County governments
- ▶ Regulators
- ▶ Business Community



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BOARD ROLE GOING FORWARD

A high degree of Board involvement is consistent with the Board's desire to become more focused on strategic issues. This transition can begin through the immediate inclusion of the strategic goals, objectives, and initiatives outlined in this plan as agenda items at Board and committee meetings.

As implementation progresses, the Board will actively review progress in implementing the initiatives and achieving the stated objectives. Steps 5, 6, and 7 in the implementation process diagram (presented on page 19) illustrate the quarterly, semi-annual, and annual strategic plan implementation DC Water Board review process. Goal Champions will provide quarterly progress reports that reveal goal and initiative level progress against key defined milestones. To the extent adjustments to the strategic plan are required, the Board and the appropriate committees will be actively involved in semi-annual and annual reviews of the plan's implementation progress. The goal-level DC Water committee assignments are shown on the following page. Active committee and Board involvement will ensure that implementation of Blue Horizon 2020 is a dynamic, "living" process.

KEY OUTCOMES

Blue Horizon 2020 supports DC Water's need to address its most critical issues by:

- ▶ Establishing an organizational focus on leadership, value, and innovation
- ▶ Providing strategic direction through goals and objectives
- ▶ Implementing internal and external business process improvements that focus on elevating efficiency, productivity, and service delivery
- ▶ Supporting the need to leverage innovation and technology
- ▶ Developing new approaches and methods to meet customer service and stakeholder requirements

COMMITTEES

INTRODUCTION

In order to support the Board's initiative to increase focus on key strategic objectives of DC Water, the DC Water Board has made the following committee assignments which focus on the nine goals of this strategic plan. The committee assignments intend to:

- ▶ Ensure full DC Water Board engagement in providing strategic direction to the Executive Management staff
- ▶ Establish Board and Management accountability requirements through monitoring and reporting of implementation of the strategic plan
- ▶ Have only one committee assigned to each goal
- ▶ Ensure that each committee is assigned at least one goal

COMMITTEE ASSIGNMENTS

GOAL	COMMITTEE	GOAL CHAMPION	
1	Develop, Maintain, and Recruit a High Performing Workforce	Human Resources/Labor Relations Committee	Katrina Wiggins
2	Collaborate Locally, Regionally, and Nationally	Governance Committee	John Lisle
3	Increase Board Focus on Strategic Direction	Strategic Planning Committee	Randy Hayman
4	Enhance Customer/Stakeholder Confidence, Communications, and Perception:	DC Retail and Sewer Rates Committee	Charlie Kiely
5	Assure Financial Sustainability and Integrity	Finance & Budget Committee	Mark Kim
6	Assure Safety and Security	Water Quality and Water Services Committee	Walter Bailey
7	Consider DC Water Role In Drinking Water Treatment	Water Quality and Water Services Committee	Charlie Kiely
8	Optimally Manage Infrastructure	Environmental Quality and Sewerage Services Committee	Len Benson
9	Enhance Operating Excellence Through Innovation, Sustainability, and Adoption of Best Practices	Audit Committee	Chris Carew

The implementation of Blue Horizon 2020 will be a critical factor in enabling DC Water to achieve its vision:

To be a world-class water utility.

FRAMEWORK

INITIATIVES

GOALS

OBJECTIVES

DEVELOP, MAINTAIN, AND RECRUIT A HIGH PERFORMING WORKFORCE

- 1) Improve employee and internal customer satisfaction levels
- 2) Achieve 100% of employees with required certifications and/or licenses by 2015
- 3) Increase workforce productivity using a composite measure

- 1) Develop a comprehensive skills assessment plan for the organization
- 2) Develop and implement a comprehensive leadership development program
- 3) Assess and determine the current succession needs for the organization
- 4) Develop and implement process by which DC Water evaluates non-union employee performance and establish individual performance measures
- 5) Develop and implement process by which DC Water evaluates union employee performance and establish individual performance measures
- 6) Develop and implement process to measure and assess employee and internal customer satisfaction
- 7) Determine and define a composite measure for workforce productivity

COLLABORATE LOCALLY, REGIONALLY, AND NATIONALLY

- 1) Achieve efficiencies through increased collaboration
- 2) Positively influence laws, policies, and regulations through collaborations

- 1) Increase Board and staff collaboration in local, regional, and national activities
- 2) Work with DC City Administrator, Board members from counties, local members of Congress, and others to improve DC Water's interaction with other governmental agencies and jurisdictions at all levels
- 3) Create formal communication channels with organizations with mutual interests
- 4) Support opportunities to provide new services and to expand customer base
- 5) Facilitate implementation of the 2012 IMA agreement
- 6) Achieve leadership roles and seek awards for DC Water and its personnel
- 7) Develop local hiring initiative for contractors

INCREASE BOARD FOCUS ON STRATEGIC DIRECTION

- 1) Board and committee structure, frequency of meetings, and agendas are focused on the strategic plan
- 2) On-time implementation of initiatives
- 3) Demonstrated progress on the objectives

- 1) Create a Board and Committee structure and approach that support the Strategic Plan
- 2) Use the existing General Manager "dashboard" to evaluate progress on initiatives and attainment of goals and objectives
- 3) Review and evaluate operational data by exception with the Board and Committees

ENHANCE CUSTOMER/STAKEHOLDER CONFIDENCE, COMMUNICATIONS, AND PERCEPTION

- 1) Increase customer satisfaction
- 2) Improve stakeholder understanding and support for key issues facing DC Water

- 1) Develop a communications inventory including opportunities, communication approaches, and targeted stakeholders
- 2) Establish residential and non-residential customer satisfaction survey to obtain baseline performance data and update results periodically
- 3) Develop and deploy a satisfaction survey for targeted stakeholder groups
- 4) Increase opportunities to communicate with all customers, including those who do not receive a bill

ASSURE FINANCIAL SUSTAINABILITY AND INTEGRITY

- 1) Develop alternative revenue sources and achieve realistic revenue projections
- 2) Meet capital finance objectives as set by the Board
- 3) Meet affordability targets as set by the Board
- 4) Achieve high stakeholder confidence in financial procedures and results as measured by a stakeholder survey

- 1) Identify and evaluate potential revenue-generating opportunities
- 2) Review and update where appropriate all existing financing policies to ensure facilitation of capital financing needs
- 3) Based on 20-year Financial Feasibility Plan, establish policy objectives on affordability
- 4) Assess the effectiveness of current affordability programs and make recommendations for enhancement if needed
- 5) Achieve unqualified audit opinion on the financial statements and resolve all management letter comments

ASSURE SAFETY AND SECURITY

- 1) Achieve consistent improvement on a composite of national safety indices annually
- 2) Successfully implement appropriate recommendations of the vulnerability assessment
- 3) Implement improvements to the safety program

- 1) Develop a comprehensive security master plan to include ongoing reporting and monitoring process
- 2) Implement a safety management software/information system and report on relevant safety metrics
- 3) Establish a safety management system
- 4) Update safety policies, procedures, and training requirements, including emergency response plan
- 5) Enhance safety and security culture through improved training
- 6) Enhance safety and security culture through improved communication

CONSIDER DC WATER ROLE IN DRINKING WATER TREATMENT

- 1) Determine by the end of fiscal year 2014 whether DC Water should take additional responsibility for drinking water treatment
- 2) Achieve consistent taste and odor quality in drinking water

- 1) Conduct a careful study of the potential approach and the costs and benefits of taking direct responsibility for drinking water treatment
- 2) Establish standards that meet or exceed current water quality measures

OPTIMALLY MANAGE INFRASTRUCTURE

- 1) Replace and/or rehabilitate at least 1% of linear infrastructure annually
- 2) Reduce impact of infiltration & inflow and critical infrastructure failures
- 3) Optimize the ratio of preventative versus corrective maintenance
- 4) Improve cost effectiveness of infrastructure repair and replacement

- 1) Complete development of, and implement a comprehensive asset management plan
- 2) Evaluate the use of internal crews versus contractor for repair and replacement of critical infrastructure based on cost, quality, timelines, and training opportunities
- 3) Increase focus on preventative maintenance
- 4) Assess impact of I/I on system and determine fix
- 5) Evaluate alternative technologies to reduce critical failures

ENHANCE OPERATING EXCELLENCE THROUGH INNOVATION, SUSTAINABILITY, AND ADOPTION OF BEST PRACTICES

- 1) Measure and evaluate specific indices of efficiency
- 2) Increase adoption of sustainability processes and programs
- 3) Achieve top quartile performance against peer group benchmarks
- 4) Receive external recognition for operating excellence and innovation

- 1) Determine/define key organizational performance metrics
- 2) Identify and prioritize critical business processes that drive key performance metrics
- 3) Develop plan for key business process performance reporting
- 4) Encourage every member of the DC Water team to identify and implement process improvements
- 5) Reward performance and contributions for improvement
- 6) Identify and advance opportunities to enhance environmental sustainability

VISION

To be a world-class water utility

VALUES

RESPECTFUL
Serve with a positive attitude, courtesy, and respect that engender collaboration and trust

ETHICAL
Maintain high ethical standards, accountability, and honesty as we advance the greater good

VIGILANT
Attend to public health, the environment, quality, efficiency, and sustainability of our enterprise

ACCOUNTABLE
Address challenges promptly, implement effective solutions, and provide excellent service as a committed team

MISSION

Exceed expectations by providing high quality water services in a safe, environmentally friendly, and efficient manner

FOCUS AREAS

LEADERSHIP
DC Water will advocate and lead local, regional, and national collaborations, while internally developing the workforce of the future

VALUE
DC Water will be recognized for the value it delivers by protecting public health and the environment, supporting community sustainability, and providing for economic vitality

INNOVATION
DC Water will achieve international prominence in development and adoption of science, technology and processes in support of a culture of innovation





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Presented and Adopted: March 7, 2013

**SUBJECT: Approval to Execute Contract No. WAS-13-004-AA-TS
Kinsey & Kinsey, Inc.**

**#13-32
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority, ("the Authority"), at the Board meeting held on March 7, 2013 upon consideration of a joint use matter decided by a vote of nine (9) in favor and none (0) opposed to execute Contract No. WAS-13-004-AA-TS, Kinsey & Kinsey, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Contract No. WAS-13-004-AA-TS, Kinsey & Kinsey, Inc. The purpose of the contract is to hire a consultant to provide project management and software implementation serviced for the Finance and Procurement business process improvement project. The contract amount is \$800,000.

This resolution is effective immediately.


Secretary to the Board of Directors

Presented and Adopted: March 7, 2013

**SUBJECT: Approval to Execute Supplemental Agreement No. 1 of
Contract No. DCFA #440, EPC Consultants, Inc.**

**#13-33
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority, ("the Authority"), at the Board meeting held on March 7, 2013 upon consideration of a non-joint use matter decided by a vote of five (5) in favor and none (0) opposed to execute Supplemental Agreement No. 1 of Contract No. DCFA #440, EPC Consultants, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Supplemental Agreement No. 1 of Contract No. DCFA #440, EPC Consultants, Inc. The purpose of the agreement is to provide construction management, field inspection and other services to assist DC Water to complete the final design and construction of Division P – First Street Tunnel in order to address flooding issues in Bloomingdale identified by the Mayor's Task Force. The supplemental agreement amount is \$6,500,000.

This resolution is effective immediately.


Secretary to the Board of Directors

Presented and Adopted: March 7, 2013

**SUBJECT: Approval to Execute Contract No. 120080, Capitol Paving
of DC, Inc.**

**#13-34
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority, ("the Authority"), at the Board meeting held on March 7, 2013 upon consideration of a non-joint use matter decided by a vote of five (5) in favor and none (0) opposed to execute Contract No. 120080, Capitol Paving of DC, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Contract No. 120080, Capitol Paving of DC, Inc. The purpose of the contract is to replace water mains that have experienced failures, or have a history of low water pressure or water quality complaints. The contract amount is \$16,654,450.

This resolution is effective immediately.


Secretary to the Board of Directors

Presented and Adopted: March 7, 2013

SUBJECT: Approval to Execute Change Order No. 02 of Contract No. 100060, Corinthian Contractors, Inc.

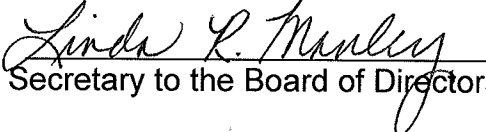
**#13-35
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority, ("the Authority"), at the Board meeting held on March 7, 2013 upon consideration of a non-joint use matter decided by a vote of five (5) in favor and one (1) abstained to execute Change Order No. 02 of Contract No. 100060, Corinthian Contractors, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Change Order No. 02 of Contract No. 100060, Corinthian Contractors, Inc. The purpose of the change order is to provide additional funding primarily for special engineering projects. The change order amount is \$1,650,000.

This resolution is effective immediately.


Secretary to the Board of Directors