

Presented and Approved: April 2, 2020

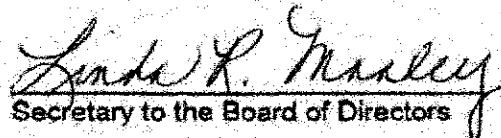
SUBJECT: Approval to Execute Contract No. 20-PR-WWT-332, Blue Drop, LLC

**#20-19
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a joint use matter, decided by a vote of eleven (11) in favor and none (0) opposed to approve Contract No. 20-PR-WWT-332, Blue Drop, LLC.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Contract No. 20-PR-WWT-332, Blue Drop, LLC for the marketing and sales of Bloom in the amount of \$2,770,000 per year each for the base and two option years. Option years will be awarded annually based on the availability of funds and performance. The total contract amount is \$8,310,000.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

**SERVICES CONTRACT AWARD
Bloom Sales and Marketing
(Joint Use)**

Request to execute a contract for the marketing and sales of Bloom in the amount of \$2,770,000 per year each for the base and two option years, for a total of \$8,310,000.00. Option years will be awarded annually based on the availability of funds and performance.

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME: Blue Drop, LLC 1385 Canal Street Washington, DC 20003	SLBS: N/A	PARTICIPATION: N/A
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DESCRIPTION AND PURPOSE

Base Period Contract Value:	\$2,770,000.00
Base Contract Period:	1 Year
No. of Option Years:	2
Anticipated Contract Start Date:	04-01-2020
Anticipated Base Period Completion Date:	03-31-2021

Purpose of the Contract:

Blue Drop will manage the disposition of all DC Water's Bloom, including marketing, selling, hauling and emergency storage contracts.

Contract Scope:

Under this contract, Blue Drop will manage approximately 260 wet tons/day (95K WT/yr) Bloom. They will market, sell and deliver to DC, VA, MD, PA, WV, NJ, etc. fresh, cured, and blended products. This marketing effort takes the place of the previous, recently-cancelled hauling contract at 2/3 the cost. Blue Drop will use its own hauling contracts and DC Water's distribution and marketing permits to reduce the hauling distance and generate revenue.

Blue Drop has successfully met (in all but one year) increasing annual targets for Bloom sales, starting at 1,000 tons in 2016, 10,000 tons in 2017, 20,000 tons in 2018, and 40,000 tons in 2019, when 40,658 tons of Bloom were marketed. Achieving FY20's target of 60,000 tons will realize up to \$300,000 incremental savings under this contract compared to FY19. Blue Drop's long-term goal is marketing all 95,000 tons. Blue Drop has hired salespeople, and is well-positioned to meet their sales targets.

No LBE/LSBE participation.

PROCUREMENT INFORMATION

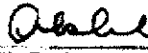
Contract Type:	Services	Award Based On:	Sole Source
Commodity:	Marketing and Sales	Contract Number:	20-PR-WWT-32
Contractor Market:	Sole Source		


BUDGET INFORMATION

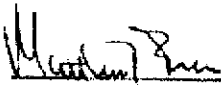
Funding:	Operating	Department:	Wastewater Treatment
Service Area:	Blue Plains AWTP	Department Head:	Akille Tesfaye

ESTIMATED USER SHARE INFORMATION

User	Share %	Dollar Amount
District of Columbia	45.15%	\$3,751,965.00
Washington Suburban Sanitary Commission	39.61%	\$3,291,551.00
Fairfax County	9.76%	\$811,056.00
Loudoun Water	4.74%	\$393,894.00
Other (PI)	0.74%	\$61,494.00
TOTAL ESTIMATED DOLLAR AMOUNT	100.00%	\$8,310,000.00

 _____, 3/11/2020
 Akille Tesfaye Date
 VP of Wastewater Operations

 _____, 3/11/2020
 Dan Bae Date
 VP of Procurement and Compliance

 _____, 3/11/2020
 Matthew T. Brown Date
 CFO and EVP of Finance and Procurement

 _____, 3/26/20
 David L. Gadis Date
 CEO and General Manager

Presented and Approved: April 2, 2020

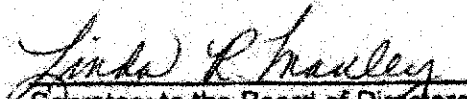
SUBJECT: Approval to Exercise Option Year One (1) of Contract No. 19-PR-DWT-14, Polydyne, Inc.

**#20-20
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a joint use matter, decided by a vote of eleven (11) in favor and none (0) opposed to approve Option Year One (1) of Contract No. 19-PR-DWT-14, Polydyne, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Option Year One (1) of Contract No. 19-PR-DWT-14, Polydyne, Inc. The purpose of the option is to continue the supply and delivery of belt press dewatering polymer to DC Water's Blue Plains Advanced Wastewater Treatment Facility. The option amount is \$1,803,000.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

GOODS AND SERVICES CONTRACT AWARD YEAR

**BELT PRESS DEWATERING POLYMER
(Joint Use)**

Approval to exercise option year 1 for the Belt Press Dewatering Polymer in the amount of \$1,803,000.00.

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME:	SUBS:	PARTICIPATION:
Polydyne, Inc. One Chemical Plant Road Riceboro, GA 31323	N/A	N/A

DESCRIPTION AND PURPOSE

Base Year Contract Value:	\$1,781,700.00
Base Year Contract Dates:	05-01-2019 - 04-30-2020
No. of Option Years in Contract:	2
Prior Modifications Value:	\$475,000.00
Prior Modifications Date:	01-18-2020 - 04-30-2020
Option Year 1 Value:	\$1,803,000.00
Option Year 1 Date:	05-01-2020 - 04-30-2021

Purpose of the Contract:

This contract is to supply and deliver belt press dewatering polymer to DC Water's Blue Plains Advanced Wastewater Treatment Facility. This polymer conditions biosolids to help remove water in the Final Dewatering Facility at Blue Plains.

Contract Scope:

In the belt press dewatering operations, the polymer is used to help remove water from biosolids after the digestion process. Dewatering biosolids improves the quality of this important co-product by removing water to concentrate the solids and reduce its volume, which also reduces the cost to transport biosolids to application sites.

Spending Previous Year:

Cumulative Contract Value:	05-01-2019 to 04-30-2020: \$2,256,700.00
Cumulative Contract Spending:	05-01-2019 to 02-29-2020: \$2,238,349.00

Contractor's Past Performance:

According to the COTR, the Contractor's quality of product and services, timeliness of deliverables; conformance to DC Water's policies, procedures and contract terms; and invoicing all meet expectations and requirements.

No LBE/LSBE participation

PROCUREMENT INFORMATION

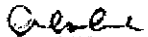
Contract Type:	Fixed Price	Award Based On:	Best Value
Commodity:	Dewatering Polymer	Contract Number:	19-PR DWT-14
Contractor Market:	Open Market with Preference Points for LBE and LSBE Participation		


BUDGET INFORMATION

Funding:	Operating	Department:	Wastewater Treatment
Project Area:	Blue Plains	Department Head:	Akילה Tesfaye

ESTIMATED USER SHARE INFORMATION

User - Operating	Share %	Dollar Amount
District of Columbia	45.15%	\$814,054.50
Washington Suburban Sanitary Commission	39.61%	\$714,168.30
Fairfax County	9.76%	\$175,972.80
Loudoun Water	4.74%	\$85,462.20
Other (PI)	0.74%	\$13,342.20
TOTAL ESTIMATED DOLLAR AMOUNT	100.00%	\$1,803,000.00


 Akילה Tesfaye, 3/10/20
 VP of Wastewater Operations Date


 Dan Bae, 3/10/2020
 VP of Procurement and compliance Date


 Matthew T. Brown, 3/11/2020
 CFO and EVP of Finance and Procurement Date


 David L. Gadis, 3/26/20
 CEO and General Manager Date

Presented and Approved: April 2, 2020

SUBJECT: Approval to Exercise Option Year One (1) of Contract No. 19-PR-DWT-15, Polydyne, Inc.

**#20-21
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a joint use matter, decided by a vote of eleven (11) in favor and none (0) opposed to approve Option Year One (1) of Contract No. 19-PR-DWT-15, Polydyne, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Option Year One (1) of Contract No. 19-PR-DWT-15, Polydyne, Inc. The purpose of the option is to continue the supply and delivery of centrifuge dewatering polymer to DC Water's Blue Plains Advanced Wastewater Treatment Facility. The option amount is \$1,600,000.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

GOODS AND SERVICES CONTRACT AWARD YEAR

**CENTRIFUGE PRE-DEWATERING POLYMER
(Joint Use)**

Approval to exercise option year 1 for the Centrifuge Pre-Dewatering Polymer in the amount of \$1,600,000.00.

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME:	SUBS:	PARTICIPATION:
Polydyne, Inc. One Chemical Plant Road Riceboro, GA 31323	N/A	N/A

DESCRIPTION AND PURPOSE

Base Year Contract Value:	\$1,384,900.00
Base Year Contract Dates:	05-01-2019 – 04-30-2020
No. of Option Years in Contract:	2
Prior Modifications Value:	\$475,000.00
Prior Modifications Date:	01-18-2020 – 04-30-2020
Option Year 1 Value:	\$1,600,000.00
Option Year 1 Date:	05-01-2020 – 04-30-2021

Purpose of the Contract:

This contract is to supply and deliver centrifuge pre-dewatering polymer to DC Water's Blue Plains Advanced Wastewater Treatment Facility. This polymer conditions biosolids to help remove water in the centrifuge process.

Contract Scope:

DC Water uses dry cationic polymer at Blue Plains to help reduce water content and increase the solids content in the feed to Thermal Hydrolysis (THP). This conditioning improves the performance of the THP and digestion processes, leading to exceptional-quality Bloom that can be applied for beneficial use.

Spending Previous Year:

Cumulative Contract Value:	05-01-2019 to 04-30-2020: \$1,859,900.00
Cumulative Contract Spending:	05-01-2019 to 02-28-2020: \$1,650,263.00

Contractor's Past Performance:

According to the COTR, the Contractor's quality of product and services, timeliness of deliverables; conformance to DC Water's policies, procedures and contract terms; and invoicing all meet expectations and requirements.

No LBE/LSBE participation

PROCUREMENT INFORMATION


Contract Type:	Fixed Price	Award Based On:	Best Value
Commodity:	Pre-Dewatering Polymer	Contract Number:	19-PR-DWT-15
Contractor Market:	Open Market with Preference Points for LBE and LSBE Participation		

BUDGET INFORMATION


Funding:	Operating	Department:	Wastewater Treatment
Project Area:	Blue Plains	Department Head:	Akille Tesfaye


ESTIMATED USER SHARE INFORMATION

User - Operating	Share %	Dollar Amount
District of Columbia	45.15%	\$722,400.00
Washington Suburban Sanitary Commission	39.51%	\$633,760.00
Fairfax County	9.76%	\$156,160.00
Loudoun Water	4.74%	\$75,840.00
Other (PI)	0.74%	\$11,840.00
TOTAL ESTIMATED DOLLAR AMOUNT	100.00%	\$1,600,000.00


 Akille Tesfaye 3/10/20
 VP of Wastewater Operation Date


 Dan Bae 3/10/2020
 VP of Procurement and Compliance Date


 Matthew T. Brown 3/11/2020
 CFO and EVP of Finance and Procurement Date


 David L. Gadis 3/26/20
 CEO and General Manager Date

Presented and Approved: April 2, 2020


SUBJECT: Approval to Exercise Option Year Two (2) of Contract No. 18-PR-DWT-13, PVS Chemical Solutions, Inc.

**#20-22
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a joint use matter, decided by a vote of eleven (11) in favor and none (0) opposed to approve Option Year Two (2) of Contract No. 18-PR-DWT-13, PVS Chemical Solutions, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Option Year Two (2) of Contract No. 18-PR-DWT-13, PVS Chemical Solutions, Inc. The purpose of the option is to continue the supply and delivery of sodium bisulfite to DC Water's Advanced Wastewater Treatment Plant. The option amount is \$1,000,000.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

**GOODS AND SERVICES CONTRACT OPTION YEAR
Supply and Delivery of Sodium Bisulfite
(Joint Use)**

Approval to exercise option year 2 for the supply and delivery of sodium bisulfite in the amount of \$1,000,000.00

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME: PVS Chemical Solutions, Inc. 10900 Harper Avenue Detroit, MI 48213	SUBS: N/A	PARTICIPATION: N/A
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DESCRIPTION AND PURPOSE

Original Contract Value:	\$700,000.00
Original Contract Dates:	04-16-2018—04-15-2019
No. of Option Years in Contract:	2
Option Year 1 Value:	\$757,500.00
Option Year 1 Dates:	04-16-2019—04-15-2020
Prior Modifications Value:	\$585,000.00
Prior Modifications Dates:	01-01-2019—04-15-2020
Option Year 2 Value:	\$1,000,000.00
Option Year 2 Dates:	04-16-2020—04-15-2021

Purpose of the Contract:

This contract is to supply and deliver sodium bisulfite to the Department of Wastewater Treatment (DWT) at DC Water. Sodium bisulfite removes residual chlorine from effluent water, and its use is required to meet environmental standards.

Contract Scope:

DWT adds sodium bisulfite to treated wastewater following disinfection with sodium hypochlorite and prior to discharging the effluent to the Potomac River. The hypochlorite leaves residual chlorine in the water, which is removed by sodium bisulfite. The NPDES permit from EPA regulations requires that the discharge from the plant has a non-detectable residual chlorine level.

This is the last option year for the contract, DC Water will initiate new sodium bisulfite solicitation to replace the current contract.

Spending Previous Year:

Cumulative Contract Value:	04-16-2018 to 04-15-2020: \$2,042,500.00
Cumulative Contract Spending:	04-16-2018 to 01-10-2020: \$2,026,011.00

Contractor's Past Performance:

According to the COTR, the Contractor's quality of product and services, timeliness of deliverables; conformance to DC Water's policies, procedures and contract terms; and invoicing all meet expectations and requirements.

No LBE/LSBE participation in the contract award.

PROCUREMENT INFORMATION


Contract Type:	Good and Services	Award Based On:	Best Value
Commodity:	Sodium Bisulfite	Contract Number:	18-PR-DWT-13
Contractor Market:	Open Market with Preference Points for LBE and LSBF Participation		


BUDGET INFORMATION

Funding:	Operating	Department:	Wastewater Treatment
Project Area:	Blue Plains	Department Head:	Akile Tesfaye

ESTIMATED USER SHARE INFORMATION

User / Operating	Share %	Dollar Amount
District of Columbia	45.15%	\$451,500.00
Washington Suburban Sanitary Commission	39.61%	\$396,100.00
Fairfax County	9.76%	\$97,600.00
Loudoun Water	4.74%	\$47,400.00
Other (PI)	0.74%	\$7,400.00
TOTAL ESTIMATED DOLLAR AMOUNT	100.00%	\$1,000,000.00

 / 3/10/20
 Akile Tesfaye Date
 VP of Wastewater Operation

 / 3/10/20
 Dan Gae Date
 VP of Procurement and Compliance

 / 3/11/20
 Matthew T. Brown Date
 CFO and EVP of Finance and Procurement

 / 3/26/20
 David L. Gads Date
 CEO and General Manager

Presented and Approved: April 2, 2020

**SUBJECT: Approval to Exercise Option Year One (1) through Four (4)
of Contract No. 18-PR-DFM-18, Parts Authority Southern,
LLC**

**#20-23
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a joint use matter, decided by a vote of eleven (11) in favor and none (0) opposed to approve Option Year One (1) through Four (4) of Contract No. 18-PR-DFM-18, Parts Authority Southern, LLC.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Option Year One (1) through Four (4) of Contract No. 18-PR-DFM-18, Parts Authority Southern, LLC. The purpose of the option is to continue providing utility fleet replacement parts. Each option year will be awarded annually based on the availability of funds and performance. The option not-to-exceed amount is \$3,000,000.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

GOODS AND SERVICES CONTRACT OPTION YEAR

Utility Fleet Parts Supply

(Joint Use)

Request to exercise Option Year 1 thru 4 for the total not-to-exceed amount of \$3,000,000.00 for utility fleet replacement parts. Each option year will be awarded annually based on the availability of the funds and performance.

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME: Parts Authority Southern, LLC 9731 Washington Blvd. North Laurel, MD 20723	SUBS: Delcoline Inc. 4949 Lawrence St. Hyattsville, MD 20781 LSBE K. Neal International Trucks Inc. 500 Tuxedo Rd Hyattsville, MD 20781	PARTICIPATION: 33.3% 33.3%
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DESCRIPTION AND PURPOSE

Original Contract Value:	\$600,000.00
Original Contract Dates:	04-15-2019 – 04-14-2020
No. of option Years in Contract:	4
Modification Value	\$50,000.00
Modification Dates	04-15-2019 – 02-01-2020
Option Year 1 Value:	\$750,000.00
Option Year 1 Dates:	04-15-2020 – 04-14-2021
Option Year 2 to Option Year 4 Value:	\$2,250,000.00
Option Year 2 to Option Year 4 Dates:	04-15-2021 – 04-14-2024

Purpose of the Contract:

This contract provides DC Water's Department of Fleet Management with utility fleet replacement parts allowing Fleet Management to perform maintenance and repair services at their central and satellite maintenance locations.

Contract Scope:

DC Water's Department of Fleet Management provides both centralized and satellite maintenance, repairs and parts storage for a very broad range of requirements. Replacement parts are required for DC Water's tools, equipment, light, medium and heavy duty vehicles. The contractor provides the supply, delivery and consigned vendor owned inventory for the fulfillment of the utility fleet vehicle parts supply requirements.

Spending Previous Year:

Cumulative Contract Value:	04/15/2019 to 04/14/2020: \$650,000.00
Cumulative Contract Spending:	04/15/2019 to 01/30/2020: \$453,949.32

Contractors Past Performance:

According to the COTR, the Contractor's quality of products and services, timeliness of deliverables; conformance to DC Water's policies, procedures and contract terms; and invoicing all meet expectations and requirements.

PROCUREMENT INFORMATION

Contract Type:	Cost Plus Fixed Markup	Award Based On:	Highest Rated Proposal
Commodity:	Goods and Services	Contract Number:	18-PR-DFM-18
Contractor Market:	Open Market with Preference Points for LBE and LSBE participation		

BUDGET INFORMATION

Funding:	Operating	Department:	Fleet Management
Service Area:	Fleet Maintenance Facility	Department Head:	Timothy Fitzgerald

ESTIMATED USER SHARE INFORMATION

Entity	Share	Dollar Amount
District of Columbia	84.61%	\$2,538,300.00
Washington Suburban Sanitary Commission	11.11%	\$333,300.00
Fairfax County	2.74%	\$82,200.00
Loudoun Water	1.33%	\$39,900.00
Other (PI)	0.21%	\$6,300.00
TOTAL ESTIMATED DOLLAR AMOUNT	100.00%	\$3,000,000.00



 Maureen Holman 3/1/2020
 EVP of Administration Date



 Dan Bae 3/9/2020
 VP of Procurement and Compliance Date



 Matthew T. Brown 3/1/2020
 CFO and EVP of Finance and Procurement Date



 David L. Gadis 3/26/2020
 CEO and General Manager Date

Presented and Approved: April 2, 2020

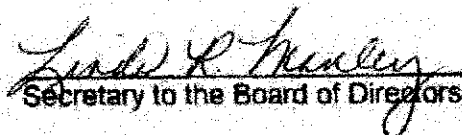
**SUBJECT: Approval to Execute a Lease Amendment for Contract No.
20-PR-DET-35, BREIT Industrial Canyon MD1W01, LLC**

**#20-24
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a joint use matter, decided by a vote of eleven (11) in favor and none (0) opposed to approve a Lease Amendment for Contract No. 20-PR-DET-35, BREIT Industrial Canyon MD1W01, LLC

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Change Order No. 124 of Contract No. 20-PR-DET-35, BREIT Industrial Canyon MD1W01, LLC. The purpose of the amendment is to continue providing storage of soil and rock samples obtained from the geotechnical investigations for the Clean River Project's subsurface facilities. This work is required by the Consent Decree. The lease amendment amount is \$541,372.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACQUISITION REQUESTED

**GOODS AND SERVICES LEASE MODIFICATION:
EXTENSION OF COMMERCIAL LEASE FOR WAREHOUSE SPACE
(Joint Use)**

Approval to execute a lease amendment for \$541,372.00.

CONTRACTOR INFORMATION

PRIME:	SUBS:	PARTICIPATION:
BREIT Industrial Canyon MD1WO1 LLC c/o Unk Industrial Management LLC 220 Commerce Drive, Suite 400 Fort Washington, PA 19034	N/A	N/A

DESCRIPTION AND PURPOSE

Original Lease Value:	\$814,000.00
Original Contract Dates:	04-01-2010 – 03-31-2020
Prior Modifications Value:	\$97,963.00
Prior Modifications Dates:	04-01-2010 – 03-31-2020
This Lease Amendment Value:	\$541,372.00
This Lease Amendment Dates:	04-01-2020 – 03-31-2025

Purpose of the Contract:

To provide storage of soil and rock samples obtained from the geotechnical investigations for the Clean Rivers Project's subsurface facilities. This work is required by a Consent Decree.

Scope of the Contract:

Provide DC Water approximately 10.25% of entire secured warehouse space located at 8367-8369 Ardwick Ardmore Road in Landover, Maryland. With this amendment, the lease will be extended from a 10 year period to 15 years.

Previous Spending:

Cumulative Contract Value:	04/01/2010 to 03/31/2020: \$911,963.00
Cumulative Contract Spending:	04/01/2010 to 02/29/2020: \$860,999.00

Contractor's Past Performance:

The Contractor's performance and quality of work all meet DC Water's requirements.

No LSBE participation

PROPOSED CONTRACT INFORMATION

Contract Type:	Lease	Award Based On:	Best Value
Commodity:	Goods & Services	Contract Number:	Z0PRDET35
Contractor Market:	Open Market		

PROPOSED CONTRACT DETAILS

Funding:	Capital	Department:	Clean Rivers
Service Area:	Combined Sewer Overflow, Sewer	Department Head:	Carlton Ray

PROPOSED CONTRACT PERFORMANCE

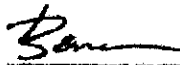
Contractor	Share	Dollar Amount
District of Columbia	92.90%	\$280,826.42
Washington Suburban Sanitary Commission	5.54%	\$16,746.81
Fairfax County	1.01%	\$3,053.12
Loudoun County & Potomac Interceptor	0.55%	\$1,662.58
Total Estimated Dollar Amount	100.00%	\$302,288.93

Contractor	Share	Dollar Amount
District of Columbia	41.22%	\$59,295.58
Washington Suburban Sanitary Commission	45.84%	\$65,941.52
Fairfax County	8.38%	\$12,054.75
Loudoun County & Potomac Interceptor	4.56%	\$6,559.63
Total Estimated Dollar Amount	100.00%	\$143,851.48


Contractor	Share	Dollar Amount
District of Columbia	100.00%	\$71,661.51
Washington Suburban Sanitary Commission	0.00%	\$0.00
Fairfax County	0.00%	\$0.00
Loudoun County & Potomac Interceptor	0.00%	\$0.00
Total Estimated Dollar Amount	100.00%	\$71,661.51


Contractor	Share	Dollar Amount
District of Columbia	90.00%	\$21,213.07
Washington Suburban Sanitary Commission	10.00%	\$2,357.01
Fairfax County	0.00%	\$0.00
Loudoun County & Potomac Interceptor	0.00%	\$0.00
Total Estimated Dollar Amount	100.00%	\$23,570.08

Contractor	Share	Dollar Amount
District of Columbia	79.98%	\$432,996.58
Washington Suburban Sanitary Commission	15.71%	\$85,045.34
Fairfax County	2.79%	\$15,107.87
Loudoun County & Potomac Interceptor	1.52%	\$8,222.21
Total Estimated Dollar Amount	100.00%	\$541,372.00


 Leonard R. Jensen Date: 3/16/20
 Senior Vice President, CIP Project Delivery


 Matthew T. Brown Date: 3/13/2020
 CFO and EVP, Finance and Procurement


 Dan Bae Date: 3/13/2020
 Vice President, Procurement and Compliance


 David L. Gadis Date: 3/26/20
 CEO and General Manager

Presented and Approved: April 2, 2020

SUBJECT: Approval to Execute Change Order No. 14 of Contract No. 150030, American Contracting & Environmental Services, Inc.

**#20-25
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a joint use matter, decided by a vote of eleven (11) in favor and none (0) opposed to approve Change Order No. 14 of Contract No. 150030, American Contracting & Environmental Services, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Change Order No. 14 of Contract No. 150030, American Contracting & Environmental Services, Inc. The purpose of the change order is to continue providing structural, mechanical, electrical, and architectural upgrades to the pumping station to continue operation of the facility for the next twenty years. The change order amount is \$408,000.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION PROJECT

CONSTRUCTION CONTRACT CHANGE ORDER:

**Raw Wastewater Pump Station 2 Upgrades
(Joint Use)**

Approval to execute Change Order No. 14 for \$408,000.00. The modification exceeds the General Manager's approval authority.

CONTRACTOR SUB-VENDOR PARTICIPATION

PRIME:	SUBS:	PARTICIPATION:
American Contracting & Environmental Services, Inc. 10330 Old Columbia Road Suite 102 Columbia, MD 21048	SON Systems Corp. Columbia, Md.	MBE 18.3%
	Buena Vista Assoc., LLC Washington, DC	MBE 12.3%
	Trijay Systems, Inc. Line Lexington, Pa.	MBE 1.0%
	T.I.T.L. Trucking, Inc. Lothin, Md.	MBE 0.2%
	DeLeon Access Floors, Inc. Jessup, Md.	MBE 0.1%
	G.E. Frisco Co., Inc. Upper Marlboro, Md.	MBE 0.1%
	Tag Distribution & Supply, LLC Pikesville, Md.	WBE 5.1%
	Monumental Supply Co., Inc. Baltimore, Md.	WBE 0.6%
	Robnet, Inc. Baltimore, Md.	WBE 0.4%

SECURITY AND PURPOSE

Original Contract Value:	\$18,732,000.00	
Value of this Change Order:	\$408,000.00	
Cumulative CO Value, including this CO:	\$3,451,863.00	
Current Contract Value, including this CO:	\$22,183,863.00	
Original Contract Time:	873 Days	(2 Years, 8 Months)
Time extension, this CO:	98 Days	
Total CO contract time extension:	278 Days	(0 Years, 9 Months)
Contract Start Date (NTP):	09-15-2016	
Anticipated Contract Completion Date:	08-21-2020	
Cumulative CO % of Original Contract	18.43%	
Contract completion %:	90.43%	

Purpose of the Contract:

Structural, mechanical, electrical, and architectural upgrades to the pumping station to continue operation of the facility for the next 20 years.

Original Contract Scope:

- Structural repairs and modifications to the facility as needed for the rehabilitation of the existing bridge crane system and additional support for higher roof loads.

- Architectural renovations including upgrades to restrooms, control and main floor rooms, and roof replacement.
- Mechanical upgrades including replacement of HVAC systems, process piping, and rehabilitation of 8 raw wastewater pumps.
- Electrical upgrades including relocation of new electrical room and replacement of medium and low voltage electrical equipment throughout the pump station.

Previous Change Order Scope:

- Compensation for 180 calendar-day time extension of which 93 days are compensable. Time extension was the result of delays associated with approving motor control center and variable frequency drives after changes were made to both and the Electrical Room configuration to overcome VFD sizing and Electrical Room space conflicts.



Current Change Order Scope:

- Compensation for 98 calendar-day time extension of which 85 days are compensable. Time extension was the result of concurrent delays associated with rehabilitating Raw Wastewater Pumps No. 01, 09, 04, changes to the Pump Control Panel, and structural modifications to reinforce the Electrical Room slab.



GENERAL CONTRACT INFORMATION			
Contract Type:	Fixed Price	Award Based On:	Lowest responsive, responsible bidder
Commodity:	Construction	Contract Number:	150030
Contractor Market:	Open Market		

BUDGET INFORMATION			
Funding:	Capital	Department:	Wastewater Engineering
Service Area:	Wastewater	Department Head:	David Parker
Project:	BV		

ESTIMATED COST SHARE INFORMATION		
Entity	Share	Dollar Amount
District of Columbia	41.22%	\$ 188,178.00
Washington Suburban Sanitary Commission	45.84%	\$ 187,027.00
Fairfax County	8.39%	\$ 34,190.00
Loudoun County & Potomac Interceptor	4.56%	\$ 18,605.00
Total Estimated Dollar Amount	100.00%	\$ 468,000.00


3/16/20

3/13/2020

Leonard R. Benson Date Dan Bas, VP Date
 SVP, CIP Project Delivery Procurement and Compliance


3/17/2020

3/25/20

Matthew T. Brown Date David L. Gads Date
 CFO and EVP CEO and General Manager
 Finance and Procurement

Presented and Approved: April 2, 2020

SUBJECT: Approval to Exercise Option Year Three (3) of Contract No. 17-PR-DIT-06A,C,G,H,J,K,L,M, Advanced Digital Systems, Ampcus Inc., Networking for Future, Inc., Peak Technology Solutions, Inc., Susan Fitzgerald & Associates, Inc., Sanker Inc., Vigilant Technologies, LLC, v-Tech Solution, Inc.

**#20-26
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a joint use matter, decided by a vote of (11) in favor and none (0) opposed to approve Option Year Three (3) of Contract No. 17-PR-DIT-06A,C,G,H,J,K,L,M, Advanced Digital Systems, Ampcus Inc., Networking for Future, Inc., Peak Technology Solutions, Inc., Susan Fitzgerald & Associates, Inc., Sanker Inc., Vigilant Technologies, LLC, v-Tech Solution, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Option Year Three (3) of Contract No. 17-PR-DIT-06A,C,G,H,J,K,L,M, Advanced Digital Systems, Ampcus Inc., Networking for Future, Inc., Peak Technology Solutions, Inc., Susan Fitzgerald & Associates, Inc., Sanker Inc., Vigilant Technologies, LLC, v-Tech Solution, Inc. The purpose of the option is to continue providing IT staff augmentation and professional services for long and short-term projects when it is not feasible for the Authority to hire permanent IT staff or when specialized or unique skills are required. The option amount is \$6,750,676.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

GOODS AND SERVICES CONTRACT MODIFICATION

**IT Professional Services
(Joint Use)**

Approval to exercise Option Year three (3) of the IT Temporary Staffing Contracts in the amount of \$6,750,676.00 to fulfill the Temporary IT Staffing needs within DC Water.

CONTRACTOR/SUB/VEINBOOK INFORMATION

PRIME:	SUBS:	PARTICIPATION:
Advance Digital Systems* Fairfax, VA-22030	N/A	100%
Ampcus Inc.* Chantilly, VA 20151	N/A	100%
Networking for Future, Inc.* Washington, DC 20004	N/A	100%
Peak Technology Solutions, Inc.* Washington, DC 20036	N/A	100%
Susan Fitzgerald & Associates, Inc.* Washington, DC 20007	N/A	100%
Sankar Inc. Maple Grove, MN 55311	N/A	0%
Vigilant Technologies, LLC. Troy, MI 48084	N/A	0%
v-Tech Solution, Inc.* Washington, DC 20005	N/A	100%

*LBE/LSBE

DESCRIPTION AND PURPOSE

Base Year Contract Value:	\$5,500,000.00
Base Year Contract Dates:	05-01-2017 - 04-30-2018
No. of Option Years in Contract:	3
Base Year Modifications Value:	\$2,889,000.00
Base Year Modifications Dates:	08-16-2017 - 04-30-2018
Option Year 1 Value:	\$390,000.00
Option Year 1 Dates:	05-01-2018 - 04-30-2019
Option Year 2 Value:	\$5,880,160.00
Option Year 2 Dates:	05-01-2019 - 04-30-2020
Option Year 3 Value:	\$6,750,676.00
Option Year 3 Dates:	05-01-2020 - 04-30-2021

Purpose and Scope of the Contracts:

Eight (8) contractors were selected from an open-market RFP to provide IT staff augmentation and professional services for long and short-term projects when it is not feasible for The Authority to hire permanent IT staff, or when specialized or unique skills are required. An Indefinite Delivery Indefinite Quantity (IDIQ) contract was executed with each of the above firms, and then DC Water requests IT temporary Staffing from among these eight approved firms when required.

The scope of the contracts includes Customer Information System (CIS) support, database administration, Maximo software upgrade support, SCADA support, and Project Management as outlined below:

Maximo Software <ul style="list-style-type: none"> - Integration of Kona Field Service - Maximo Anywhere for Plant Operations - Customer Information Billing System Integration 	Local Area (LAN)/Wide Area Network (WAN) <ul style="list-style-type: none"> - Supervisory Control and Data Acquisition System (SCADA) - Disaster Recovery - Daily Maintenance of internal and external network - Windows Administration <ul style="list-style-type: none"> • Remote Access • Support for Customer Info System • Daily maintenance of DC Water internal network • Storage Administration
Geographical Information System (GIS) <ul style="list-style-type: none"> - Integration of GIS with the Customer Billing System 	
Project Management <ul style="list-style-type: none"> - Live-Link Upgrade - Mobility Blue Plains Operations - Mobility Field Operations - Connected Drinking Fountains - Customer Information System - Zeus Project 	

This contract extension will allow DC Water to continue to use the contracts to fulfill IT professional and staff augmentation services requirements through April 30, 2021. A new Solicitation will be published and awarded before April, 2021.

Spending Previous Years:

Cumulative Contract Value: 05-01-2017 to 04-30-2020: \$14,659,160.00
 Cumulative Contract Spending: 05-01-2017 to 02-16-2020: \$14,080,655.20

Contractors' Past Performance:

According to the COTR, the Contractor's timeliness of deliverables, conformance to DC Water's policies, procedures and contract terms, and invoicing all meet expectations.

PROCUREMENT INFORMATION

Contract Type:	Fixed Hourly Rate	Award Based On:	Competitive Bid; Highest Ratings
Commodity:	Professional Services	Contract Number:	17-PR-DIT-06 A, C, G, H, J, K, L, M
Contractor Market:	Open Market with Preference Points for LBE and LSBE Participation		

BUDGET INFORMATION

Funding:	Operating	Department:	IT, Customer Experience, DPO, Safety, People & Talent, and Risk Management
Project Area:	DC Water Wide	Department Head:	Armon Curd, Akiile Tesfaye, Maureen Holman

User - Operating	Share	Dollar Amount
District of Columbia	84.61%	\$3,790,528.00
Washington Suburban Sanitary Commission	11.11%	\$ 497,728.00
Fairfax County	2.74%	\$ 122,752.00
Loudoun Water	1.33%	\$ 59,584.00
Other (PI)	0.21%	\$ 9,408.00
TOTAL ESTIMATED DOLLAR AMOUNT	100.00%	\$ 4,480,000.00

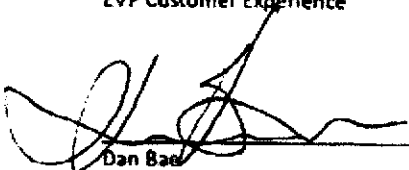
BUDGET INFORMATION


Funding:	Capital Equipment	Department:	IT
Project Area:	IT ESC / LSC Project	Department Head:	Armon Curd

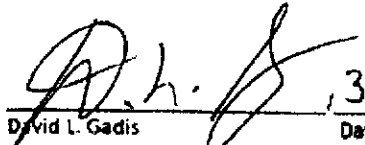
User - Capital Equipment	Share	Dollar Amount
District of Columbia	78.67%	\$ 1,786,340.81
Washington Suburban Sanitary Commission	16.18%	\$ 367,395.38

Fairfax County	3.30%	\$ 74,932.31
Loudoun Water	1.56%	\$ 35,422.55
Other (PI)	0.29%	\$ 6,584.96
TOTAL ESTIMATED DOLLAR AMOUNT	100.00%	\$ 2,270,676.00


 Armon Curd Date 3/11/20
 EVP Customer Experience


 Dan Bae Date 3/14/20
 VP of Procurement and Compliance


 Matthew T. Brown Date 3/10/2020
 CFO and EVP of Finance and Procurement


 David L. Gadis Date 3/26/20
 General Manager and CEO

Presented and Approved: April 2, 2020

**SUBJECT: Approval to Exercise Option Year Four (4)
of Contract No. 15-PR-DMS-54, Reading Crane &
Engineering**

**#20-27
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a joint use matter, decided by a vote of eleven (11) in favor and none (0) opposed to approve Option Year Four (4) of Contract No. 15-PR-DMS-54, Reading Crane & Engineering.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Option Year Four (4) of Contract No. 15-PR-DMS-54, Reading Crane & Engineering. The purpose of the option is to continue providing DC Water's Department of Maintenance Services and Department of Pumping Operations with annual inspection, testing and repair service of approximately 200 cranes and hoists used at various DC Water facilities. The option amount is \$375,000.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

GOODS AND SERVICES CONTRACT OPTION YEAR

CRANE/HOIST REPAIR & MAINTENANCE

(Joint Use)

Approval to execute Option Year 4 and add funding to the subject contract for repair and maintenance of cranes and hoists in the amount of \$375,000.

CONTRACTOR (SUB/VENDOR) INFORMATION

PRIME: Reading Crane & Engineering 11 Vanguard Drive Reading, PA 19606	SUBS: N/A	PARTICIPATION: N/A
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DESCRIPTION AND PURPOSE

Original Contract Value:	\$224,847.50
Original Contract Dates:	03-02-2016 – 03-01-2017
No. of Option Years in Contract:	4
Prior Modifications Value:	\$40,000.00
Prior Modifications Dates:	11-15-2016 – 03-1-2017
Option Year 1 Value:	\$276,633.65
Option Year 1 Dates:	03-02-2017 – 03-01-2018
Option Year 2 Value:	\$230,000.00
Option Year 2 Dates:	03-02-2018 – 03-01-2019
Option Year 3 Value:	\$212,000.00
Option Year 3 Dates:	03-02-2019 – 03-01-2020
Option Year 4 Value:	\$375,000.00
Option Year 4 Dates:	03-02-2020 – 3-01-2021

Purpose of the Contract:

This contract provides DC Water's Department of Maintenance Services (DMS) and Department of Pumping Operations (DPO) with annual inspection, testing and repair service of approximately 200 cranes and hoists used at various DC Water facilities.

Contract Scope:

The Contractor provides all materials, tools, equipment and labor necessary to perform crane and hoist inspections and repairs at DC Water facilities. All inspections will adhere and comply with Occupational Safety and Health Administration (OSHA), American Society of Mechanical Engineers (ASME), Crane Manufacturers Association of America (CMAA) and American National Standards Institute (ANSI) regulations. Critical electrical, mechanical and structural components for sound safety and operating conditions will also be checked.

DMS is requesting an additional contract amount of \$375,000 to fund the contract for these services through end of Option Year 4. DPO has funds available for their requirements through end of Option Year 4. Additional funding is needed for ongoing inspection and maintenance support of the cranes and hoists, including the addition of the Wet Weather Treatment Facility cranes.

Spending Previous Year:

Cumulative Contract Value:	03/02/2016 to 03/01/2020: \$983,481.15
Cumulative Contract Spending:	03/02/2016 to 02/05/2020: \$955,573.02

Contractor's Past Performance:

According to the COTR, the Contractor's performance and quality of work all meet DC Water's requirements.

No LSBE participation

PROCUREMENT INFORMATION


Contract Type: Fixed Price **Award Based On:** Best Value
Commodity: Maintenance Services **Contract Number:** 15-PR-DMS-54
Contractor Market: Open Market with Preference Points

BUDGET INFORMATION


Funding: Operating **Department:** DMS
Project Area: DC Water Wide **Department Head:** Eikin Hernandez

ESTIMATED USER SHARE INFORMATION

User	Share %	Dollar Amount
District of Columbia	45.15%	\$169,312.50
Washington Suburban Sanitary Commission	39.61%	\$148,537.50
Fairfax County	9.76%	\$36,600.00
Loudoun Water	4.74%	\$17,775.00
Other (PI)	0.74%	\$2,775.00
TOTAL ESTIMATED DOLLAR AMOUNT	100.00%	\$375,000.00

 / 3/4/20
 Akilic Tesfaye Date
 VP, Wastewater Operations
 Blue Plains

 / 3/5/2020
 Matthew T. Brown Date
 EVP, Finance and Procurement

 / 3/4/2020
 Dan B... Date
 VP, Procurement and Compliance

 /
 David L. Gadis Date
 CEO and General Manager

Presented and Approved: April 2, 2020


SUBJECT: Approval to Exercise Option Years Two (2) through Four (4) of Contract No. 18-PR-CFO-19, Albert Risk Management Consulting Group

**#20-28
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a joint use matter, decided by a vote eleven (11) in favor and none (0) opposed to approve Option Years Two (2) through Four (4) of Contract No. 18-PR-CFO-19, Albert Risk Management Consulting Group.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Option Years Two (2) through Four (4) of Contract No. 18-PR-CFO-19, Albert Risk Management Consulting Group. The purpose of the options is to continue providing independent risk management consulting services. The options not-to-exceed amount is \$1,279,122.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

**GOODS AND SERVICES OPTION YEARS
INDEPENDENT RISK MANAGEMENT CONSULTING SERVICES
(Joint Use)**

Request to exercise options years 2 through 4 for a total not-to-exceed amount of \$1,279,122.00 for Independent Risk Management Consulting Services. Each option year will be awarded annually based on the availability of the fund and performance.

CONTRACTOR/SUB/VENTOR INFORMATION

PRIME: Albert Risk Management Consulting Group 72 River Park Needham, MA 02494	SUBS: N/A	PARTICIPATION: N/A
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DESCRIPTION AND PURPOSE

Original Contract Value:	\$415,975.00
Original Contract Dates:	05-01-2018—04-30-2019
No. of Option Years in Contract:	4
Option Years 1 Value:	\$426,374.00
Option Years 1 Dates:	05-01-2019—04-30-2020
Option Years 2-4 Value:	\$1,279,122.00
Option Years 2-4 Dates:	05-01-2020—05-15-2023

Purpose of the Contract:

DC Water's Office of the Chief Financial Officer (CFO) require the services of a competent and qualified firm to provide independent risk management consulting services. Services required include but are not limited to coverage assessments, rolling owner-controlled insurance program (ROCIP) project management, claims/risk analyses, insurance policy reviews and consultation on various issues of risk management. ROCIP management will cover current and forecasted construction planned to commence over the next ten (10) years, including renovation, reconstruction and expansion of the current Blue Plains Advanced Wastewater Treatment Plant and related facilities. DC Water's construction program includes multi-phased projects involving updates, renovations and new construction, in addition to active City upgrades, repairs and replacements.

Scope of the Contract:

This contract will provide independent risk management consulting services. The options include continued professional consulting services.

Spending Previous Year:

Cumulative Contract Value:	05-01-2018 – 04-30-2020: \$842,349.00
Cumulative Contract Spending:	05-01-2018 – 03-09-2020: \$793,895.43

Contractor's Past Performance:

According to the COTR, the Contractors' quality of services; timeliness of responses; conformance to DC Water's policies, procedures and contract terms; and invoicing all meet expectations.

PROCUREMENT INFORMATION

Contract Type:	Fixed Hourly Rate	Award Based On:	Highest Rated Offerors
Commodity:	Services	Contract Numbers:	18-PR-CFO-19
Contractor Market:	Open Market with Preference Points for LBE and LSBE Participation		

BUDGET INFORMATION

Funding:	Operating	Department:	Department of Finance
Service Area:	DC Water Wide	Department Heads:	Ivan Boykin

ESTIMATED USER SHARE INFORMATION

User	Operating	Share %	Dollar Amount
District of Columbia		84.61%	\$432,906.00
Washington Suburban Sanitary Commission		11.11%	\$56,844.00
Fairfax County		2.74%	\$14,019.00
Loudoun County		1.33%	\$6,805.00
Other (PI)		0.21%	\$1,074.00
TOTAL ESTIMATED DOLLAR AMOUNT		100.00%	\$511,649.00

User	Capital	Share %	Dollar Amount
District of Columbia		41.22%	\$316,352.00
Washington Suburban Sanitary Commission		45.84%	\$351,810.00
Fairfax County		8.38%	\$64,314.00
Loudoun County		3.73%	\$28,627.00
Other (PI)		0.83%	\$6,370.00
TOTAL ESTIMATED DOLLAR AMOUNT		100.00%	\$767,473.00

Ivan Boykin for 3/13/20
 Ivan Boykin Date
 Director of Finance

Dan Bae 3/13/2020
 Dan Bae Date
 VP of Procurement and Compliance

Matthew T. Brown 3/13/2020
 Matthew T. Brown Date
 CFO and EVP of Finance and Procurement

David L. Gadis 3/26/20
 David L. Gadis Date
 CEO and General Manager

Presented and Approved: April 2, 2020

SUBJECT: Approval to Exercise Option Year One (1) through Option Year Nine (9) of Contract No. 18-PR-CFO-56, Oracle America, Inc.

**#20-29
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a joint use matter, decided by a vote of eleven (11) in favor and none (0) opposed to approve Option Year One (1) through Option Year Nine (9) of Contract No. 18-PR-CFO-56, Oracle America, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Option Year One (1) through Option Year Nine (9) of Contract No. 18-PR-CFO-56, Oracle America, Inc. The purpose of the option is for the subscription service of new ERP Software. The option amount is \$5,251,013.69


Secretary to the Board of Directors

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET

ACTION REQUESTED

GOODS AND SERVICES CONTRACT MODIFICATION

**Enterprise Resource Planning (ERP) Software
(Joint Use)**

Approval to execute Option Year 1 through Option Year 9 for the subscription service of new ERP Software in the amount of \$5,251,013.69

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME: Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	SUBS: N/A	PARTICIPATION: N/A
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DESCRIPTION AND PURPOSE

Original Contract Value:	\$496,793.90
Base-Term of Contract:	05-15-2019 – 05-14-2020 (1-year Base Term)
No. of Option Years in Contract:	9
Option Period Value:	\$5,251,013.69
Option Period Dates:	05-15-2020 – 05-14-2029 (OY1 through OY9)

Purpose of the Contract:

The purpose of this contract is to subscribe to the Oracle Cloud ERP software subscription service with one 1-year base term and 9 option years.

Contract Scope:

The Oracle Cloud ERP is a cloud-based SaaS (Software-as-a-Service) software subscription service that will completely replace our current on-premise financial, procurement, and HCM software. The software subscription will include all updates, patches, fixes, maintenance, support, and database during the term of the contract. Additionally, Oracle provides a PaaS (Platform-as-a-Service) for the Authority's ERP.

Supplier Selection:

A Request for Proposal (RFP) was issued in September 2018 and 9 proposals with 4 different ERP solutions were received. 4 firms and 2 ERP solutions were down-selected for the negotiation rounds that included extensive product demonstrations and oral presentations. Oracle Cloud ERP was selected as the new ERP software as well as AST as the system integrator as a result of final negotiations and BAFO (best and final offer).

Oracle ERP implementation will be undertaken in six (6) phases with the Phase 1 for Financials anticipated to go-live in October 2020.

No LSBE participation

PROCUREMENT INFORMATION

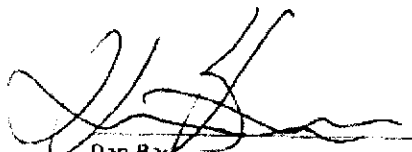
Contract Type:	Goods / Services	Award Based On:	Best Value
Commodity:	Software	Contract Number:	18-PR-CFO-56
Contractor Market:	Open Market with Preference Points for LBE and LSBE participation		

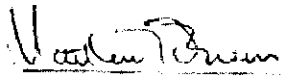
BUDGET INFORMATION

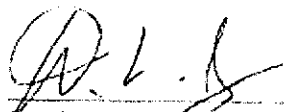
Funding:	Operating	Departments:	Finance and Procurement
Service Area:	DC Water Wide	Department Heads:	Matt Brown

ESTIMATED USER SHARE INFORMATION

User	Share %	Dollar Amount
District of Columbia	84.61%	\$4,442,882.68
Washington Suburban Sanitary Commission	11.11%	\$583,387.62
Fairfax County	2.74%	\$143,877.78
Loudoun Water	1.33%	\$69,838.48
Other (PI)	0.21%	\$11,027.13
TOTAL ESTIMATED DOLLAR AMOUNT	100.00%	\$5,251,013.69

 3/10/20
 Dan Bar Date
 VP of Procurement and Compliance

 3/11/2020
 Matthew T. Brown Date
 CFO and EVP of Finance and Procurement

 3/26/20
 David I. Gadis Date
 General Manager and CEO

Presented and Adopted: April 2, 2020

Subject: Approval of Amendments to the By-Laws of the District of Columbia Water and Sewer Authority to Transfer Customer Service Matters from Environmental Quality and Operations Committee to District of Columbia Retail Water and Sewer Rates Committee

**#20-30
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 ("DC Water") at the Board meeting held on April 2, 2020, upon consideration of a joint use matter, decided by a vote of eleven (11) in favor and none (0) opposed, to take the following action to amend the By-Laws of the Authority's Board of Directors to transfer Customer Service matters from the Environmental Quality and Operations Committee to the District of Columbia Retail Water and Sewer Rates Committee.

WHEREAS, on January 14, 2020, Executive Committee met to consider the establishment of a new Customer Relations Committee that would address customer service issues, customer educations and customer assistance program matters; and

WHEREAS, the Executive Committee discussed the history of the Board's management of Customer Service matters, which were first managed by the Customer Service Committee prior to the Board's adoption of Resolution #03-86 on December 4, 2003, which changed the committee's name to the Customer and Community Services Committee; then the Board adopted Resolution #10-42 on April 1, 2010, which merged the Customer and Community Services Committee and Water Quality Committee to form the Water Quality and Water Services Committee; and finally the Board adopted Resolution #17-11 on February 2, 2017, which merged the Environmental Quality and Sewerage Services Committee with the Water Quality and Water Services Committee to form the current Environmental Quality and Operations Committee (EQ & Ops Committee); and

WHEREAS, the Executive and the General Manager determined that a new Customer Relations Committee would not be advantageous, but it would be better to transfer the customer service matters from the EQ & Ops Committee to the District of Columbia Retail Water and Sewer Rates Committee (Retail Rates Committee) because: 1) the issues addressed by the proposed Customer Relations Committee paralleled the issues that are addressed by the Retail Rates Committee, 2) the committee members would be the same District Board members and they would they would be required to meet on the

same day or another day, 3) and wholesale customer issues are distinct and more related to the operation of joint use facilities such as Blue Plains, which can be addressed by the EQ & Ops Committee; and

WHEREAS, the Executive Committee considered, but did not agree to change the name of the Retail Rates Committee, but recommended the transfer of the customer service matters from the EQ & Ops Committee to the Retail Rates Committee; and

WHEREAS, the Executive Committee further recommended the Governance Committee work to revise the By-Laws to transfer customer service matters from the EQ & Ops Committee to the Retail Rates Committee; and

WHEREAS, on March 20, 2020, the Governance Committee met to consider the amendment of Article V Committees to transfer customer service matters from the EQ & Ops Committee to the Retail Rates Committee; and

WHEREAS, the discussions from the Executive Committee and the revisions to Subparagraphs 5.01(a)(iii) and (iv) of the By-Laws were presented to the Governance Committee, and the amendments to the By-Laws entail moving the language "and customer services issues, including but not limited to customer education initiatives and customer assistance programs" from the scope of the EQ & Ops Committee to the Retail Rates Committee; and

WHEREAS, the Chairpersons of the EQ & Ops and Retail Rates Committees both concurred with the recommendation of the Executive Committee; and

WHEREAS, upon consideration of the issued discussed, the Governance Committee recommended the amendment of the By-Laws to the Board for adoption as set out in Attachment 1 to this Resolution; and

WHEREAS, on April 2, 2020, the Board of Directors, having reviewed the matter, concluded that the amendments to Subparagraphs 5.01(a)(iii) and (iv) of the By-Laws are appropriate.

NOW THEREFORE BE IT RESOLVED THAT:

1. Subparagraphs 5.01(a)(iii) and (iv) of the By-Laws of the DC Water's Board of Directors are hereby amended as set forth in Attachment 1 of this Resolution.
2. The General Manager is authorized to take all steps necessary to implement the intentions expressed in this Resolution.

This Resolution shall be effective immediately.


Secretary to the Board of Directors

**BY-LAWS
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

**Adopted – October 17, 1996; Resolution 96-11
Amended – February 4, 1999; Resolution 99-10
Amended – February 1, 2001; Resolution 01-16
Amended – September 12, 2002; Resolution 02-75
Amended – December 4, 2003; Resolution 03-86
Amended – July 5, 2007; Resolution 07-64
Amended – October 2, 2008; Resolution 08-87
Amended – April 1, 2010; Resolution 10-42
Amended – October 7, 2010; Resolution 10-100
Amended – December 2, 2010; Resolution 10-115
Amended – April 7, 2011; Resolution 11-49
Amended – December 5, 2013; Resolution 13-112
Amended – February 2, 2017; Resolution 17-11
Amended – September 5, 2019; Resolution 19-47
Proposed Amendment – April 2, 2020; Resolution 20-30**

**ARTICLE I
General**

These By-Laws and the Water and Sewer Authority Establishment and Department of Public Works Reorganization Act of 1996 (the "Act"), as the Act shall be amended from time to time, govern the function and operation of the District of Columbia Water and Sewer Authority (the "Authority") and in the event of any conflict between these By-Laws and the Act, the Act shall control to the extent of the conflict. Terms defined in the Act shall have the same meaning when used in these By-Laws. References in these By-Laws to the Act, or any provision thereof, shall include a reference to any amendment to the Act which takes effect after the adoption of these By-Laws.

**ARTICLE II
Board of Directors**

§ 2.01 Composition

(a) The Board of Directors of the Authority (the "Board") shall consist of eleven (11) principal Board members ("principal members") and eleven (11) alternate Board members ("alternate members").

(b) Alternate members may participate in discussion at Board meetings, at the Chairperson's discretion, but may vote at Board meetings only when their corresponding principal Board member is absent. An alternate member permitted by this subsection to vote at a meeting shall do so as a representative of their corresponding principal member except that if the principal's position is vacant the alternate shall vote in her or his own right.

(c) Principal members shall endeavor to attend all Board meetings and meetings of those Committees upon which they serve.

(d) Alternate members shall attend any meeting which their corresponding principal is required to, but cannot attend. Alternates shall either attend all other meetings or familiarize themselves with the discussions and determination made at such meetings.

(e) Alternate members may be appointed by the Chairperson to the Committees established by the Board and may fully participate in Committee functions.

§ 2.02 Duties

The Board shall develop policies for the management, maintenance, and operation of water distribution and sewage collection and treatment, disposal systems and other devices and facilities under the control of the Authority, and shall perform such other duties as are specified in or otherwise required by the Act and these By-Laws.

§ 2.03 Removal, Suspension, and Termination

(a) The Board may recommend that the Mayor remove, suspend, or terminate a principal or alternate member for misconduct or neglect of duty. The Mayor may remove a principal or alternate pursuant to section 204(g) of the Act (D.C. Official Code § 34-2202.04(a)(4)(g)).

(b) The Board may recommend that the Mayor remove, suspend, or terminate a principal or alternate member for misconduct if the Board finds that the member or alternate committed any act involving moral turpitude. The Mayor may remove a principal or alternate pursuant to section 204(g) of the Act (D.C. Official Code § 34-2202.04(a)(4)(g)).

(c) The Board may recommend that the Mayor remove, suspend, or terminate a principal or alternate member for neglect of duty if the Board finds that:

- (i) The principal or alternate member committed any act or omission which constitutes a breach of the Board member's or alternate's fiduciary duty to the Board or the Authority;
- (ii) A principal member failed to attend two or more Board meetings, or three or more meetings of a Committee to which such member is appointed, within a twelve-month period, without providing a business or personal reason which the Board determines is legitimate; or
- (iii) An alternate member, having received notice from his or her corresponding principal member of that member's inability to attend a meeting (as required by § 3.05 (c)), failed to attend two or more

such Board meetings, or three or more Committee meetings, within a twelve-month period, without providing a business or personal reason which the Board determines is legitimate.

(d) A principal or alternate member who is indicted for the commission of a felony shall be automatically suspended from serving on the Board. Upon a final determination of guilt, the term of the principal or alternate member shall be automatically terminated. Upon a final determination of innocence, the Mayor may reinstate the Board member.

§ 2.04 Resignation

Any principal or alternate member may resign by giving notice of resignation to the Mayor and a copy of the notice to the Secretary to the Board. A non-District member shall also notify the official authorized to recommend a successor. The member's resignation shall take effect on the date specified in the notice.

§ 2.05 Compensation

Principal and alternate members of the Board of Directors shall be compensated and reimbursed for expenses as provided in the Act and in accordance with the Authority's reimbursement procedures for executive officers.

ARTICLE III Meetings

§ 3.01 Meetings to be Open to Public; Availability of Records

(a) For purposes of these By-Laws, except as provided in subsection (g), the term "meeting" shall be defined as a gathering of a quorum of the members of the Board, including hearings and roundtables, whether formal or informal, regular, closed executive session, or emergency, at which the members of the Board during such gathering consider, conduct, or advise on Authority business, including gathering of information, taking testimony, discussing, deliberating, recommending, and voting, regardless whether the meeting is held in person, by telephone, electronically, or by other means of communication. The term "meeting" may also include part or all of a retreat. The term "meeting" shall not include a chance or social gathering, press conference, or training session.

(b) Except as provided in § 3.04, all meetings shall be open to the public. A meeting shall be deemed open to the public if:

- (i) The public is permitted to be physically present;
- (ii) The news media, as defined by D.C. Official Code § 16-4701, is permitted to be present; or
- (iii) The meeting is televised.

(c) All meeting, whether open or closed, shall be recorded by electronic means; provided, that if a recording is not feasible, detailed minutes of the meeting shall be kept.

(d) Copies of records, including a written transcript or transcription shall be made available to the public, at a reasonable cost, upon request in accordance with the following schedule, provided that a record, or a portion of a record, may be withheld under the standards established for closed executive session meetings as provided in § 3.04:

(i) A copy of the approved minutes of a meeting shall be made available for public inspection as soon as practicable, but no later than three (3) business days after the meeting at which the minutes were approved.

(ii) A copy of the full record, including any recording or transcript, shall be made available for public inspection as soon as practicable, but not later than seven (7) business days after the meeting.

(e) A meeting may be held by video conference, telephone conference, or other electronic means, provided that:

(i) Reasonable arrangements are made to accommodate the public's right to attend the meeting;

(ii) The meeting is recorded; and

(iii) All votes are taken by roll call.

(f) A meeting held by electronic means shall comply with all of the requirements of these By-Laws.

(g) E-mail exchanges among principal or alternate members and staff shall not constitute an electronic meeting.

§ 3.02 Regular Meetings

Regular meetings of the Board shall be held on the first Thursday of each month, or if such day is a legal holiday in the District of Columbia, then on the next weekday following such day unless an alternate date is determined to be appropriate by the Chairperson. All meetings shall be held at the District of Columbia Water and Sewer Authority Headquarters Building, 1385 Canal Street, S.E., Washington, D.C. 20003, or as otherwise specified in the notice of such meeting.

§ 3.03 Emergency Meetings

(a) Emergency meetings of the Board to address an urgent matter may be called by the Chairperson on his or her own initiative, or upon the written request of not

less than three members of the Board entitled to vote on the matter or matters to be considered at the emergency meeting (which request shall specify such proposed matter or matters and shall be delivered to the Chairperson and the Secretary to the Board).

(b) When an emergency meeting is convened, the Chairperson shall open the meeting with a statement explaining the subject of the meeting, the nature of the emergency and how public notice was provided.

§ 3.04 Closed (Executive Session) Meetings

(a) The Board or Committee may only close a meeting or portion of a meeting for an executive session for the following reasons:

- (i) A law or court order requires that a particular matter or proceeding not be public;
- (ii) To discuss, establish, or instruct the Authority's staff or negotiating agents concerning the position to be taken in negotiating the price and other material terms of a contract, including an employment contract, if an open meeting would adversely affect the bargaining position or negotiating strategy of the Authority;
- (iii) To discuss, establish, or instruct the Authority's staff or negotiating agents concerning the position to be taken in negotiating incentives relating to the location or expansion of industries or other businesses or business activities in the District;
- (iv) To consult with the Executive Vice-President, Legal Affairs or other attorney to obtain legal advice and to preserve the attorney-client privilege between an attorney and the Authority, or to approve settlement agreements; provided, that, upon request, the Authority may decide to waive the privilege. A meeting shall not be closed that would otherwise be open merely because an attorney for the Authority is a participant;
- (v) Planning, discussing, or conducting specific collective bargaining negotiations;
- (vi) Preparation, administration, or grading of scholastic, licensing, or qualifying examinations;
- (vii) To prevent premature disclosure of an honorary degree, scholarship, prize, or similar award;
- (viii) To discuss and take action regarding specific methods and procedures to protect the public from existing or potential terrorist

activity or substantial dangers to public health and safety, and to receive briefings by staff members, legal counsel, law enforcement officials, or emergency service officials concerning these methods and procedures; provided, that disclosure would endanger the public and a record of the closed session is made public if and when the public would not be endangered by that disclosure;

- (ix) To discuss disciplinary matters;
- (x) To discuss the appointment, employment, assignment, promotion, performance evaluation, compensation, discipline, demotion, removal, or resignation of government appointees, employees, or officials;
- (xi) To discuss trade secrets and commercial or financial information obtained from outside the Authority, to the extent that disclosure would result in substantial harm to the competitive position of the person from whom the information was obtained;
- (xii) To train and develop members of the Board and staff, including off-site retreats of members for such purposes;
- (xiii) To deliberate upon a decision in an adjudication action or proceeding by the Authority exercising quasi-judicial functions; and
- (xiv) To plan, discuss, or hear reports concerning ongoing or planned investigations of alleged criminal or civil misconduct or violations of law or regulations, if disclosure to the public would harm the investigation.

(b) Before a Board or Committee meeting or portion of a meeting is closed for an executive session, the Board or Committee shall:

- (i) Meet in an open session at which a majority of the members present shall vote in favor of closure;
- (ii) The Chairperson or acting Chairperson of the Board or Committee shall make a statement providing the reason for closure, including a citation from § 3.04(a) and the subjects to be discussed; and
- (iii) The Secretary to the Board shall make available to the public a copy of the written roll call vote and the statement.

(c) A Board or Committee meeting in a closed executive session shall not discuss or consider matters other than those matters listed under § 3.04(a).

§ 3.05 Notice to the Board of Meetings

(a) Before any meeting of the Board, the Secretary to the Board shall notify principal and alternate members of the meeting by:

- (i) Mailing a notice by first class mail, postage prepaid at least five (5) days (Saturdays, Sundays and legal holidays excluded) before the date of such meeting to the principal and alternate members' addresses appearing on the Authority's records; or
- (ii) Delivering a notice by hand, facsimile or e-mail transmission at least one (1) day (Saturdays, Sundays and legal holidays excluded) before the date of such meeting to the principal and alternate members' respective addresses, facsimile numbers or e-mail addresses appearing on the record.

(b) The notice shall state the date, time, and place of the meeting and shall be accompanied by a proposed agenda, prepared in accordance with § 3.07(a), except that where an emergency meeting is called, and time does not allow for the preparation of an agenda prior to the issuance of notice, the notice shall include a brief description of the matters to be considered.

(c) A member who is unable to attend a meeting due to legitimate personal or business reasons shall notify the designated alternate and the Secretary to the Board. If the member's corresponding alternate is also unable to attend, the alternate shall notify the Secretary to the Board of these circumstances and the reason for his or her absence.

(d) Satisfaction of the notice requirements of this Section may be waived by a majority of the members of the Board at a meeting at which a quorum is present, provided that the Secretary to the Board shall have made reasonable efforts to comply with such requirements. The attendance of a principal or alternate member at a Board meeting shall constitute such a waiver unless specific objection is made before the presence of a quorum is determined.

§ 3.06 Notice of Meetings to the Public

(a) The Secretary to the Board shall inform the public of any Board or Committee meeting, including regular, emergency, or closed executive session meeting, when they are scheduled and when the schedule is changed;

(b) Notices to the public shall be posted on the Authority's website and in a public area at the District of Columbia Water and Sewer Authority Headquarters Building, or the location of the Board or Committee meeting not less than forty-eight (48) hours or two (2) business days before a meeting. Notice of meetings shall also be published in the *D.C. Register* as timely as practicable.

(c) The Secretary to the Board shall inform the public of a hearing to consider the establishment or adjustment of retail water and sewer rates by publishing a notice in the *D.C. Register* and a newspaper of general circulation at least ten (10) days prior to the date of the hearing.

(d) The Secretary to the Board shall inform the public of any emergency meeting by posting the notice of the meeting on the Authority's website and in a public area at the District of Columbia Water and Sewer Authority Headquarters Building, or the location of the Board or Committee meeting at the same time as notice of the meeting is issued to Board members.

(e) Each notice to the public for a Board or Committee meeting shall include the date, time, location, and planned agenda to be covered at the meeting. If the meeting or any portion of the meeting is to be closed, the notice shall include, if feasible, a statement of intent to close the meeting or any portion of the meeting, including citations to the reason for closure under § 3.04(a), and a description of the matters to be discussed.

§ 3.07 Agenda

(a) The Secretary to the Board shall prepare a proposed agenda under the Chairperson's direction, including a consent agenda, for each meeting of the Board and Committee. The agenda shall be attached to the notices provided for in §§ 3.05 and 3.06, and shall designate, by an asterisk or other mark, those items which do not involve "joint-use sewerage facilities" within the meaning of Section 201(4) of the Act (a "non joint-use" matter).

(b) A motion to change the designation or non-designation of an agenda item as non joint-use must be made and acted on prior to discussion of the item. In the event that the Board is to consider a matter not listed on the proposed agenda or matters at an emergency meeting for which no agenda was prepared, such matters are presumed to be joint-use items unless a motion to redesignate the item is made and acted on prior to discussion of the item.

§ 3.08 Quorum

(a) Six (6) principal members shall constitute a quorum for the transaction of Board business, except that an alternate member may be counted towards a quorum in the absence of their corresponding principal member.

(b) Four (4) District members shall constitute a quorum for conducting a public hearing to establish or adjust retail water and sewer rates, pursuant to 21 DCMR § 4001.3.

(c) Committees shall not be required to meet a quorum requirement to hold a meeting.

(d) The number of attendees at a Board or Committee meeting shall not be kept below the number required to establish a quorum to avoid these requirements.

§ 3.09 Conduct of Business

(a) The Chairperson shall preside over Board meetings.

(b) Board actions shall be presented for a vote in the form of a resolution.

(c) The Board may postpone consideration of an agenda item by a majority vote of those members authorized to participate in the decision.

(d) All votes of the Board or Committee to hold a closed executive session or during a meeting conducted by electronic means shall be taken by roll call and recorded by the Secretary to the Board.

(e) Physical attendance at Board meetings is the preferred method of participation. However, Board members may participate telephonically and via videoconferencing in both Board and Committee meetings. Members participating in Board meetings telephonically or via videoconferencing may both be considered for purposes of determination of a quorum and vote. Members participating in Committee meetings telephonically or via videoconferencing may voice their recommendations to the Board. However, such telephonic and videoconferencing participation is to occur only when the following conditions are met: (i) neither the principal nor the principal's alternate can attend the meeting in person; and (ii) the Chairperson determines that the telephonic and/or videoconferencing communication is in the best interest of the Authority. In order for the Chairperson to make this determination, the Board member wishing to participate telephonically or via videoconferencing must notify the Chairperson as soon as he/she is aware of the need to participate in this manner or the day before the meeting, whichever occurrence is earlier in time.

(f) The Board may establish rules governing the conduct and procedure of Board and Committee meetings. Questions of procedure for meetings of the Board or Committee meetings that are not determined by these By-Laws or any rules adopted by the Board shall be governed by Robert's Rules of Order as interpreted by the Chairperson.

ARTICLE IV Officers of the Board

§ 4.01 Appointment

(a) The Officers of the Board shall consist of the Chairperson, who shall be selected as provided for in the Act; a First Vice-Chairperson, Second Vice-Chairperson; and Vice-Chairperson and Alternate Vice-Chairperson for each participating jurisdiction.

(b) Effective September 5, 2019, the initial appointment of the First Vice-Chairperson and Second Vice-Chairperson shall be nominated by the Chairperson and, by resolution, approved by the Board; thereafter, these Officers shall be nominated by the Executive Committee and, by resolution, approved by the Board.

(c) Vice-Chairperson and Alternate Vice-Chairperson for each participating jurisdiction shall be nominated by the members from their respective jurisdiction and, by resolution, approved by the Board. In the event a jurisdiction has a Board member who holds an executive position in their jurisdiction (i.e. the City Administrator for the District of Columbia, the County Executive for Fairfax County, the Chief Administrative Officer for Prince George's County and the Chief Administrative Officer for Montgomery County) that person shall automatically be appointed the Vice-Chairperson for that jurisdiction, unless such person also serves as the Chairperson in which case a non-executive shall be appointed to fill the position of Vice-Chairperson for that jurisdiction.

(d) Except for the Chairperson, all other Board Officers established by these By-Laws shall, by resolution, be approved by the Board at the first regular Board meeting of the calendar year, or as necessary.

(e) The Board may, by resolution, create or abolish any officer position (other than the Chairperson).

(f) The Board may, by resolution, delegate the duties of the officer position (other than the Chairperson) to any alternate member.

(g) Except for the Executive Committee, the Chairperson shall appoint the chairperson and members of standing and ad-hoc Committees of the Board, as recommended by the Executive Committee.

§ 4.02 Duties

(a) The Chairperson's duties shall include but are not limited to calling emergency meetings of the Board in accordance with § 3.03, determining the agenda of a meeting for purposes of § 3.07, presiding over Board meetings in accordance with § 3.09, establishing ad-hoc Committees of the Board, appointing members and chairpersons of the standing and ad-hoc Committees of the Board in accordance with §§ 4.01(g) and 5.02, and carrying out such other duties as are specified in these By-Laws or delegated to the Chairperson by resolutions of the Board that are in accordance with the Act and these By-Laws.

(b) The First Vice-Chairperson shall fulfill the duties of the Chairperson if the Chairperson is absent or otherwise unavailable to do so. The Second Vice-Chairperson shall fulfill the duties of the First Vice-Chairperson if the First Vice-Chairperson is absent or otherwise unavailable.

(c) The Alternate Vice-Chairperson for each jurisdiction shall fulfill the duties of the Vice-Chairperson for their respective jurisdiction if the Vice-Chairperson is absent or otherwise unavailable to do so.

§ 4.03 Term of Office

Except for the Chairperson, an Officer of the Board shall serve a one (1) year term commencing upon approval of the Board and terminating on December 31st of each calendar year or until a successor assumes office, unless the Officer resigns or is removed.

§ 4.04 Resignation and Removal of Officers

(a) Officers of the Board shall serve the full term provided in these By-Laws unless such term is terminated earlier by resolution of the Board for cause.

(b) An Officer may resign by written notice to the Chairperson and the Secretary to the Board. The resignation shall take effect on the date the notice is received, unless the notice specifies a later effective date, which is acceptable to the Chairperson.

(c) The Board may appoint a successor to fill the unexpired term of a resigned or removed Officer (other than the Chairperson), or for a new term, as the Board considers appropriate.

ARTICLE V Committees

§ 5.01 Establishment

(a) The following shall be standing Committees of the Board, with such other responsibilities as are specified by the Chairperson or appropriate resolution of the Board, including but not limited to the review of contracts that are material to the Committee's assigned duties. The Board may create additional standing Committees as it deems necessary. The Committees shall receive detailed information in their areas of responsibility and make recommendations to the Board. Only formal actions of the Board through resolution can bind the Authority. The chairperson of a standing or ad-hoc Committee, with the concurrence of the Chairperson of the Board, may designate an acting chairperson for the purposes of chairing a particular standing or ad-hoc Committee meeting.

- (i) Executive Committee: Shall be composed of the Officers of the Board and shall meet at the direction of the Chairperson to: provide recommendations to the Board regarding Board organizational direction, strategic planning, and general affairs; nominate the First Vice-Chairperson and Second Vice-Chairperson as provided in § 4.01(b); and provide recommendations to the Chairperson for Committee chairmanship and membership.

- (ii) Finance and Budget Committee: Shall make recommendations to the Board regarding actions required of or desired by the Board of Directors which have a significant and material fiscal effect as a result of operations, including by way of example and not limitation, adoption of the budget, borrowings, investments, grants, acquisitions, accounting, sales, insurance, adjustments to charges due for services or commodities furnished by the Authority, appropriations and the settlement of claims.
- (iii) District of Columbia Retail Water and Sewer Rates Committee: Shall be composed of the six (6) members of the Board representing the District and shall make recommendations to the Board regarding actions required of or desired by the Board of Directors with respect to the establishment of rates and fees for services or commodities furnished by the Authority; and customer services issues, including but not limited to customer education initiatives and customer assistance programs.
- (iv) Environmental Quality and Operations Committee: Shall make recommendations to the Board regarding actions required of or desired by the Board of Directors with respect to: the assets, facilities and infrastructure owned, operated, or managed by the Authority, including but not limited to emergency planning and safety of operations; matters related to environmental and water quality; the operation, repair and replacement of water distribution, and sewage and stormwater collection, treatment, and disposal systems; and groundwater flow management.
- (v) Human Resources and Labor Relations Committee: Shall make recommendations to the Board regarding actions required of or desired by the Board of Directors with respect to the terms, requirements and conditions of employment for all employees including the General Manager, to include, by way of example and not limitation, matters involving compensation, pension and other benefits, awards and collective bargaining agreements.
- (vi) Audit Committee: Shall make recommendations to the Board regarding actions required of or desired by the Board of Directors with respect to the independent appraisal of internal controls, operations and procedures utilized by the Authority in its financial and other operations, shall make recommendations to the Board regarding the selection of the Authority's independent outside auditors, and shall meet as appropriate with such auditors with or without the presence of the Authority's management.

- (vii) Governance Committee: Shall make recommendations to the Board regarding the policies and procedures to be followed by the Board, matters of internal governance of the Board, resolution of ethical questions, the discharge of the Board's duties, including any modifications of these By-Laws, and policy level oversight of the Authority's legislative and governmental relations activities. The Committee may also consider other matters involving the conduct of members, which may be referred by the Chairperson.
- (viii) Strategic Planning Committee: Shall be composed of all Board members and shall make recommendations to the Board regarding both long and short term strategic planning.

§ 5.02 Appointment

Except for the Executive Committee, members of the Board's standing Committees and ad-hoc Committees, and the chairpersons of these Committees, shall be appointed by the Chairperson of the Board as recommended by the Executive Committee. Only District Board members may serve on Committees or Subcommittees with jurisdiction over the rates charged to District retail water and sewer customers.

§ 5.03 Duties

The principal duty of any Committee shall be to recommend proposed action to the Board of Directors. No Committee or individual member shall have the power to bind the Board or the Authority to any matter or obligation or to authorize any act by the Authority.

§ 5.04 Standing Committee Meetings

(a) At the first meeting each year of a standing Committee, the chairperson of such Committee (or the acting chairperson designated pursuant to § 5.01(a)), in consultation with the other members of the Committee, the Chairperson of the Board, and the General Manager, shall establish a meeting schedule for the remainder of the year and for the first meeting in the ensuing year. Such schedule shall specify the date, time, and location at which each Committee meeting shall be held. In consulting with the other members of the Committee, the Chairperson of the Board, and the General Manager, the chairperson of the Committee shall endeavor to the greatest possible extent to avoid conflicts with the meeting schedules of other Committees and to minimize inconvenience to Board Members and Alternates serving on multiple Committees, and to the General Manager and relevant staff, so as to facilitate Committee meeting attendance by all appropriate participants.

(b) Following the establishment of a Committee meeting schedule as provided in subsection (a), should the Chairperson of a Committee be unable to attend a scheduled meeting, such Committee chairperson shall request the Vice-Chairperson of the Committee (if a Vice-Chairperson has been designated) to serve as acting Chairperson

for the purpose of conducting the meeting at the previously scheduled date, time, and location. If the Vice-Chairperson is unable to attend, the Committee Chairperson shall request another member of the Committee to serve as acting Chairperson for such meeting. In the event that neither the Vice-Chairperson nor another Committee member is available to serve as acting Chairperson for a previously scheduled meeting, or if it appears that a significant number of Committee members will be unable to attend at the scheduled date, time, or location, or at the request of the General Manager, the Committee Chairperson may request that the Chairperson of the Board waive the requirements of this subsection for good cause shown and permit such meeting to be held on a different date, or at a different time or location. Should the Chairperson not grant such a waiver, the meeting shall be cancelled.

ARTICLE VI Administration

§ 6.01 General Manager

The Board shall hire a General Manager upon the affirmative vote of eight (8) voting members. The General Manager shall be the chief administrative officer of the Authority and, subject to the direction and supervision of the Board, shall have such supervisory and management responsibilities concerning the Authority's business, affairs, property, agents, and employees as the Board expressly determines by resolution. The General Manager may only be terminated upon an affirmative vote of eight (8) voting members.

§ 6.02 Delegation

The Board may by resolution delegate to the General Manager any of its authority to the extent permitted by the Act, including, but not limited to procurement authority in such amounts as are specified by the Board.

§ 6.03 Secretary to the Board

(a) There is hereby established the Office of Secretary to the Board. The Secretary to the Board shall not be an Officer of the Board and may not vote, but may be an employee of the Authority.

(b) The Secretary shall:

- (i) In addition to the responsibility established in section 3.07, coordinate under the direction of the General Manager, all Board meetings and other business activities of the Board;
- (ii) Prepare meeting minutes from Board meetings and other business activities when appropriate and prepare agendas in accordance with § 3.07;

- (iii) Keep a written transcript or transcription of the proceedings of the Board and any hearings in one or more books kept for that purpose. The Secretary shall have custody of all books, records and papers of the Board;
- (iv) Make available to the public any recordings, transcripts or transcription prepared pursuant to § 3.01 of these By-Laws and furnish copies to the public in accordance with that section;
- (v) Maintain the annual reports required by law and approved by the Board. The Secretary shall transmit copies of the approved report to the Mayor and the Council, and shall make the report available to the public;
- (vi) Have custody of the seal of the Authority and shall have authority to affix, impress or reproduce such seal on copies of resolutions and other official actions of the Authority and on all documents, the execution and delivery of which has been duly authorized by the Board; and
- (vii) Perform all duties and have all powers incident to the Office of the Secretary and shall perform such other duties and have such other powers as may be assigned by these By-Laws, the Board, its Chairperson, or the General Manager.

ARTICLE VII Amendment

These By-Laws may be amended by a majority vote of the Board at a meeting which is open to the public in accordance with the Open Meetings Amendment Act of 2010 (D.C. Official Code § 2-501 *et seq.*).

ARTICLE VIII Miscellany

§ 8.01 Offices

(a) The principal office of the Authority and of the Board shall be located at the District of Columbia Water and Sewer Authority Headquarters Building, 1385 Canal Street, S.E., Washington, D.C. 20003.

(b) The Board may maintain other offices at such other places in the District as the Board may establish from time to time.

§ 8.02 Seal

The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and its year of establishment.

§ 8.03 Fiscal Year

The Fiscal Year of the Authority shall end on the last day of September of each year.

§ 8.04 Sureties and Bonds

The Board may require any officer, employee, or agent of the Authority to execute, as a condition of employment or continued employment, a bond in such sum, with such surety or sureties as the Board may direct, conditioned upon the faithful performance of such person's duties to the Authority, including responsibility for negligence and of the accounting of all property, funds, or securities of the Authority as may come into such person's control.

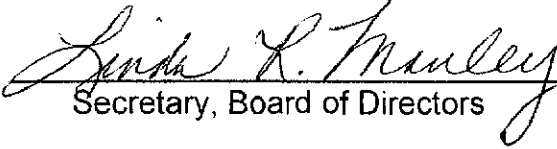
§ 8.05 Joint-Use Sewerage Facilities

Section 34-2202.01(4) of the D.C. Official Code, designates the following facilities as joint-use:

Little Falls Trunk Sewer; Upper Potomac Interceptor Sewer; Upper Potomac Interceptor Relief Sewer; Rock Creek Main Interceptor Sewer; Rock Creek Main Interceptor Relief Sewer; (duplicate deleted); Potomac River Sewage Pumping Station; Potomac River Force Mains; Watts Branch Trunk Sewer; Anacostia Force Main (Project 89 Sewer); Anacostia Force Main & Gravity Sewer; Outfall Sewers (Renamed Potomac River Trunk Sewers); Outfall Relief Sewers (Renamed Potomac River Trunk Relief Sewers); Upper Oxon Run Trunk Sewer; Upper Oxon Run Trunk Relief Sewer; Lower Oxon Run Trunk Sewer; Lower Oxon Run Trunk Relief Sewer; Blue Plains Wastewater Treatment Plant (Blue Plains); and Potomac Interceptor Sewer.

§ 8.06 Captions

The captions of the articles and sections of these By-Laws are provided solely for convenience of reference and shall not affect the meaning thereof.


Secretary, Board of Directors

Presented and Approved: April 2, 2020

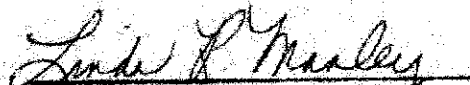
SUBJECT: Approval to Exercise Option Year One (1) and Option Year Two (2) of Contract No. 19-PR-055-01, Ganntek, Inc.

**#20-31
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a non-joint use matter, decided by a vote of six (6) in favor and none (0) opposed to approve Option Year One (1) and Option Year Two (2) of Contract No. 19-PR-055-01, Ganntek, Inc.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Option Year One (1) and Option Year Two (2) of Contract No. 19-PR-055-01, Ganntek, Inc. The purpose of the options is to continue the hauling and disposal of catch basin and excavation spoils. The option not-to-exceed amount is \$1,800,000.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

GOODS AND SERVICES CONTRACT OPTION YEAR

**Hauling & Disposal of Excavation Spoils & Debris
(Non-Joint Use)**

Request to exercise Option Year 1 and 2 for the total not to exceed \$1,800,000.00 for the hauling & disposal of catch basin and excavation spoils. Each option year will be awarded annually based on the availability of the funds and performance.

CONTRACTOR/SUB/VENDOR INFORMATION

PRIME: Ganntek, Inc. 9713 Natalie Drive Upper Marlboro, MD 20772 LSBE	SUBS: N/A	PARTICIPATION: 100%
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DESCRIPTION AND PURPOSE

Original Contract Value:	\$784,200.00
Original Contract Dates:	05/01/2019 – 04/30/2020
No. of Option Years in Contract:	2
Option Year 1 Value:	\$900,000.00
Option Year 1 Dates:	05/01/2020 – 04/30/2021
Option Year 2 Value:	\$900,000.00
Option Year 2 Dates:	05/01/2021 – 04/30/2022

Purpose of the Contract:

This contract provides DC Water's Department of Sewer Services (DSS) with hauling/disposal services for excavation spoils, catch basin debris, floatable debris, trees, brush, log stumps, and general tree/wood material from various DC Water sites to landfills.

Contract Scope:

DC Water maintains three locations which accumulate waste material needing to be disposed of. The waste material includes construction/excavation spoils, catch basin debris, floatable debris, trees, brush, log stumps and general tree/wood, mechanical street sweeping debris, junk, tires, metal, dirt, leaves, and mixed trash. The Contractor provides all labor, management, supervision, personnel, and equipment required to load, haul and dispose of waste material from three DC Water sites: O Street Holding Lot Site, Benning Road Holding Lot Site, and M Street Lot Site. This process requires the vendor to have the capability of completing up to 4 trips per day, Monday through Friday.

Spending Previous Year:

Cumulative Contract Value:	05/01/2019 to 04/30/2020: \$784,200.00
Cumulative Contract Spending:	05/01/2019 to 02/05/2020: \$567,551.66

Contractor's Past Performance:

According to the COTR, the Contractor's quality of workmanship; timeliness of deliverables; conformance to DC Water's policies; and service levels all meet expectations.

PROCUREMENT INFORMATION

Contract Type:	Fixed Price	Award Based On:	Best Value
Commodity:	Services	Contract Number:	19-PR-DSS-01
Contractor Market:	Open Market with Preference Points for LBE and LSBE participation		

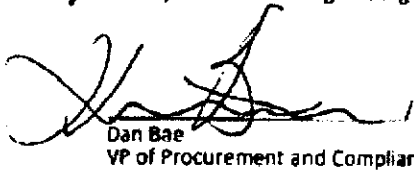
BUDGET INFORMATION


Funding:	Operating	Department:	DSS
Service Area:	Various Sites	Department Head:	Dunbar Regis

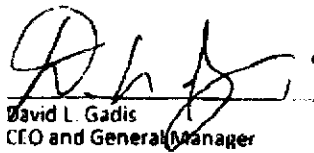
ESTIMATED USER SHARE INFORMATION

User	Share	Dollar Amount
District of Columbia	100.00%	\$1,800,000.00
Washington Suburban Sanitary Commission	0.00%	\$0.00
Fairfax County	0.00%	\$0.00
Loudoun Water	0.00%	\$0.00
Other (PI)	0.00%	\$0.00
TOTAL ESTIMATED DOLLAR AMOUNT	100.00	\$1,800,000.00

 3/5/20
 Biju George Date
 EVP Operations and Engineering

 3/6/2020
 Dan Bae Date
 VP of Procurement and Compliance

 3/11/2020
 Matthew T. Brown Date
 CFO and EVP of Finance and Procurement

 3/26/20
 David L. Gadis Date
 CEO and General Manager

Presented and Adopted: April 2, 2020

Subject: Authorizing and Approving the Execution and Delivery of Documents Relating to the Delivery of Substitute Letters of Credit associated with the Commercial Paper Notes

**#20-32
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The members of the Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("Authority"), at the Board meeting held on April 2, 2020, upon consideration of a non-joint use matter, decided by a vote of six (6) in favor and none (0) opposed, to authorize and approve the execution and delivery of documents relating to the delivery of Substitute Letters of Credit associated with the Authority's Commercial Paper Notes.

WHEREAS, pursuant to Resolution #10-60, adopted by the Board on May 6, 2010, the Authority previously authorized and executed agreements to issue its Commercial Paper Notes, Series A (the "Series A Notes"), in an aggregate principal amount not to exceed \$100,000,000 outstanding at any one time, its Commercial Paper Notes, Series B (the "Series B Notes"), in an aggregate principal amount not to exceed \$50,000,000 outstanding at any one time, and its Commercial Paper Notes, Series C (the "Series C Notes" and, together with the Series A Notes and Series B Notes, the "Notes"), in an aggregate principal amount not to exceed \$75,000,000 outstanding at any one time; and

WHEREAS, the Series A Notes, the Series B Notes and the Series C Notes were initially secured by separate letters of credit (collectively, the "2010 Letters of Credit") issued by JPMorgan Chase Bank, National Association securing the Series A Notes and Series B Notes and U.S. Bank National Association securing the Series C Notes; and

WHEREAS, pursuant to Resolution #13-41, adopted by the Board on April 4, 2013, the Authority authorized the extension of the terms of the 2010 Letters of Credit and authorized the decrease of the authorized maximum aggregate principal amount of the Series A Notes from \$100,000,000 to \$75,000,000; and

WHEREAS, pursuant to Resolution #15-42, adopted by the Board on May 7, 2015, the Authority authorized (i) the decrease of the authorized maximum aggregate principal amount of the Series A Notes from \$75,000,000 to \$0; (ii) the increase of the authorized maximum aggregate principal amount of the Series B Notes from \$50,000,000 to \$100,000,000; (iii) the decrease of the authorized maximum aggregate principal amount of the Series C Notes from \$75,000,000 to \$50,000,000; and (iv) obtaining substitute Letters of Credit (collectively, the "2015 Substitute Letters of Credit") from Landesbank Hessen-Thüringen Girozentrale, acting through its New York branch, to secure the Series B Notes and Series C Notes, respectively.

WHEREAS, each of the 2015 Substitute Letters of Credit expires on May 15, 2020;

WHEREAS, the Authority now desires to obtain substitute Letters of Credit (each a "2020 Substitute Letter of Credit" and, together, the "2020 Substitute Letters of Credit") from TD Bank.

N.A (the "Bank") to secure the Series B Notes and Series C Notes, respectively, which 2020 Substitute Letters of Credit will each expire in May 2025; and

WHEREAS, there have been presented at this meeting drafts of the substantially final forms of the following documents that the Authority proposes to execute to carry out the transactions described above, copies of which documents shall be filed with the records of the Authority:

- (a) the Third Amendment to the Eleventh Supplemental Indenture of Trust, dated as of May 1, 2020 (the "Third Amendment to the Eleventh Supplemental Indenture"), between the Authority and the Trustee;
- (b) the Letter of Credit and Reimbursement Agreement (the "Series B Notes Reimbursement Agreement") dated as of May 1, 2020, between the Authority and the Bank, pursuant to which the 2020 Substitute Letter of Credit relating to the Series B Notes will be issued;
- (c) the Letter of Credit and Reimbursement Agreement (the "Series C Notes Reimbursement Agreement" and, together with the Series B Notes Reimbursement Agreement, the "Reimbursement Agreements") dated as of May 1, 2020, between the Authority and the Bank, pursuant to which the 2020 Substitute Letter of Credit relating to the Series C Notes will be issued;
- (d) the form of the Bank Note related to the Series B Notes (the "Series B Bank Note") attached as an exhibit to the Series B Notes Reimbursement Agreement to bear interest at the Bank Rate or the Default Rate or as otherwise provided in the Series B Notes Reimbursement Agreement;
- (e) the form of the Bank Note related to the Series C Notes (the "Series C Bank Note" and, together with the Series B Bank Note, the "Bank Notes") attached as an exhibit to the Series C Notes Reimbursement Agreement to bear interest at the Bank Rate or the Default Rate or as otherwise provided in the Series C Notes Reimbursement Agreement;
- (f) an Updated Offering Memorandum (the "Updated Offering Memorandum"); and
- (g) Second Amendment to Dealer Agreement relating to the Series B Notes and the Series C Notes (the "Second Amendment to J.P. Morgan Dealer Agreement"), dated as of May 1, 2020, between the Authority and J.P. Morgan Securities LLC, as dealer for the Series B Notes and the Series C Notes (the "Dealer"); and

WHEREAS, the Finance and Budget Committee met on March 26, 2020, to review matters covered in this Resolution and has recommended approval of this Resolution by the Board.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The Dealer is to distribute the Updated Offering Memorandum to potential purchasers of the Series B Notes and Series C Notes.
2. The Chairman of the Board (the "Chairman"), the CEO and General Manager, Chief Financial Officer and Executive Vice President, Finance and Procurement, Controller, Budget Director, Finance Director and Rates and Revenue Director of the Authority, including any of the foregoing who are in an interim, acting or similar capacity, provided that any official other than the Chairman shall be designated by the Chairman as his designee for the purpose of executing and delivering any document authorized hereunder, are individually authorized to execute the

Third Amendment to the Eleventh Supplemental Indenture, the Reimbursement Agreements, the Bank Notes and the Second Amendment to J.P. Morgan Dealer Agreement, and the Secretary to the Board is authorized and directed to affix the Seal of the Authority on such documents as required and to attest to the same.

3. The Chief Financial Officer and Executive Vice President, Finance and Procurement, is hereby individually authorized to approve any changes, modifications or updates of the Updated Offering Memorandum from time to time.

4. The Third Amendment to the Eleventh Supplemental Indenture, the Reimbursement Agreements, the Bank Notes and the Second Amendment to J.P. Morgan Dealer Agreement shall be in substantially the forms submitted to the Board at this meeting, which hereby are approved, with such completions, omissions, insertions and changes necessary to reflect the note principal amount and other terms of the Series B Notes and Series C Notes, and as otherwise may be approved by the persons executing them, their execution to constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes.

5. The CEO and General Manager, Chief Financial Officer and Executive Vice President, Finance and Procurement, Controller, Budget Director, Finance Director and Rates and Revenue Director of the Authority, are individually authorized to execute, deliver and file, from time to time, all other certificates and instruments, and any agreements, and any amendment or modification to existing agreements, with the provider of any credit facility or liquidity facility for the Series B Notes and Series C Notes, including, without limitation, the Bank, and to take all such further actions, from time to time, as they may consider necessary or desirable in connection with the issuance, sale and distribution of the Series B Notes and Series C Notes.

6. The appropriate officers and employees of the Authority will do all things necessary and proper to implement and carry out the orders and agreements set forth or approved in this Resolution for the proper fulfillment of the purposes thereof.

7. This Resolution shall serve as an amendment and supplement to Resolution #10-60, Resolution #13-41 and Resolution #15-42.

This Resolution is effective immediately.


Secretary to the Board of Directors

Presented and Adopted: April 2, 2020

Subject: Approving the Extension of the Credit Facility for the Series 2014B Subordinate Bonds

**#20-33
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 ("Authority"), at its meeting on April 2, 2020, upon consideration of a non-joint use matter, by a vote of six (6) in favor and none (0) opposed, decided to approve the following:

WHEREAS, the Authority is authorized pursuant to the *Water and Sewer Authority Establishment and Department of Public Works Reorganization Act of 1996*, as amended, D.C. Code Section 34-2201.01 et seq. (the "WASA Act"), and the *District of Columbia Water and Sewer Authority Act of 1996*, Public Law 104-184; 110 Stat. 1696, to issue revenue bonds for undertakings authorized by the WASA Act, including to finance or refinance any cost, as defined in the WASA Act, D.C. Code Section 34-2202.01(2); and

WHEREAS, in accordance with the WASA Act, the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee") (its predecessors in that capacity having been Norwest Bank Minnesota, N.A. and Wells Fargo Bank Minnesota, N.A.), entered into the Master Indenture of Trust, dated as of April 1, 1998 (the "Master Indenture" and, as supplemented and amended, the "Indenture"), to provide for financing or refinancing the acquisition, construction, operation, maintenance and extension of the System (as defined in the Master Indenture) by the issuance of bonds, notes and other obligations payable solely from Net Revenues (as such terms are defined in the Master Indenture); and

WHEREAS, the Authority has heretofore issued its Public Utility Subordinate Lien Multimodal Revenue Bonds, Series 2014B (the "Series 2014B Subordinate Bonds") which are secured by, *inter alia*, the Standby Bond Purchase Agreement (as defined below); and

WHEREAS, the Standby Purchase Agreement currently expires on July 23, 2020 and the Authority now intends to extend the maturity of such Standby Bond Purchase Agreement (the "Extension"); and

WHEREAS, there has been presented at this meeting a proposed Preliminary Term Sheet stating the business and legal parameters of the Extension, all as attached hereto as Exhibit A to this Resolution (the "Term Sheet"); and

WHEREAS, the Finance and Budget Committee met on March 26, 2020, to review the Extension and has recommended approval of this Resolution by the Board.

NOW, THEREFORE, BE IT RESOLVED, that:

Section 1. Definitions and Interpretations. Unless otherwise defined herein and unless the context indicates otherwise, the terms used herein and defined in the Indenture (including the Sixteenth Supplemental Indenture) shall have the meanings assigned to them therein. In addition, the following terms used as defined terms in this Resolution shall have the meaning ascribed to them in this Section:

"Authorized Officials" means the Chairman and Vice Chairman of the Board and the CEO and General Manager, Chief Financial Officer and Executive Vice President, Finance and Procurement, Controller, Budget Director, Finance Director and Rates and Revenue Director of the Authority, including any of the foregoing who are in an interim, acting or similar capacity, provided that any official other than the Chairman shall be designated by the Chairman as his designee for the purpose of executing and delivering any document authorized hereunder.

"Financial Advisor" means Public Financial Management, Inc.

"Sixteenth Supplemental Indenture" means the Sixteenth Supplemental Indenture of Trust by and between the Authority and the Trustee, dated as of the same date as and relating to the Series 2014B Subordinate Bonds.

"Standby Bond Purchase Agreement" means collectively, the Standby Bond Purchase Agreements, by and between the Authority and TD Bank, N.A., each dated July 23, 2014, entered into for the Series 2014B Subordinate Bonds under the Sixteenth Supplemental Indenture, each as amended or supplemented.

Any reference to the Authority or the Board, or to their members or officers, or to other public officers, boards, commissions, departments, institutions, agencies, bodies or entities, shall include those which succeed to their functions, duties or responsibilities by operation of law and also those who at the time may legally act in their place.

Section 2. Credit Facility Amendment and Extension. In order to formalize the Extension, the Authorized Officials are, and each of them is, authorized in connection with the Extension, to execute, acknowledge and deliver in the name of and on behalf of the Authority, an amendment to the Standby Bond Purchase Agreement, with substantially the same terms as are described in the Term Sheet.

The Authorized Officials and any other member, officer or employee of the Authority are each authorized to execute and deliver, on behalf of the Authority, such other certificates, documents and instruments related to the Extension as are necessary in connection with the transactions authorized in this Resolution, and to do all other things required of them or the Authority pursuant to the Indenture, the Sixteenth Supplemental Indenture, the amendment to Standby Bond Purchase Agreement and this Resolution.

No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any present or future member of the Board or

officer, employee or agent of the Authority in his or her individual capacity, and neither the members of the Board nor any officer of the Authority executing the amendment to the Standby Bond Purchase Agreement shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution thereof. No member of the Board or officer, employee, agent or advisor of the Authority shall incur any personal liability with respect to any other action taken by him pursuant to this Resolution or the Indenture or any other document authorized by this Resolution, provided such member, officer, employee, agent or advisor acts in good faith.

Section 3. Official Statement: Continuing Disclosure. The Authorized Officials are each hereby further authorized to supplement and amend the Official Statement that in the judgment of an Authorized Official, is necessary and appropriate in order to make the Official Statement not materially misleading, and to comply with applicable securities laws or otherwise to enable the Authority to fulfill its obligations regarding the Official Statement under its existing Continuing Disclosure Agreements.

Section 4. General. The appropriate officers and employees of the Authority will do all things necessary and proper to implement and carry out the orders and agreements set forth or approved in this Resolution for the proper fulfillment of the purposes thereof.

Section 5. Effective Date. This Resolution shall take effect immediately.


Secretary to the Board of Directors

Presented and Approved: April 2, 2020

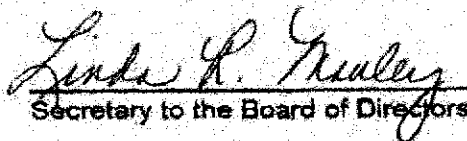
SUBJECT: Approval to Execute Contract No. 20-PR-CFO-29 for Irrevocable Direct Pay Letter of Credit (LOC) Supporting DC Water's Commercial Paper Program Services, TDBank, N.A.

**#20-34
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a non-joint use matter, decided by a vote of six (6) in favor and none (0) opposed to approve a Contract No. 20-PR-CFO-29 for Irrevocable Direct Pay Letter of Credit (LOC) Supporting DC Water's Commercial Paper Program Services, TDBank, N.A.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute Contract No. 20-PR-CFO-29 for Irrevocable Direct Pay Letter of Credit (LOC) Supporting DC Water's Commercial Paper Program Services, TDBank, N.A., in the amount of \$362,208 per year for the base period of five years. The purpose of the contract is to provide irrevocable, direct-pay Letters of Credit to support DC Water's Commercial Paper Program. The total contract amount is \$1,811,041.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUEST ID:

**GOODS AND SERVICES CONTRACT AWARD
LETTER OF CREDIT SUPPORTING DC WATER'S COMMERCIAL PAPER PROGRAM SERVICES
(Non-Joint Use)**

Request to execute a contract for Irrevocable Direct Pay Letter of Credit (LOC) Supporting DC Water's Commercial Paper Program Services in the amount of \$362,208.00 per year for the base period of five years, for a total of \$1,811,041.00.

CONTRACT ADMINISTRATION INFORMATION

PRIME: TD Bank, N.A. 1919 Gallows Road Vienna, VA 11182	SUBS: N/A	PARTICIPATION: N/A
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PERFORMANCE AND SCHEDULE

Base/Option Periods Contract Value: \$1,811,041.00
 Base Contract Period: 5 Years
 Anticipated Contract Start Date: 05-16-2020
 Anticipated Base Period Completion Date: 05-15-2025

Purpose of the Contract:

Banking firm to provide Irrevocable, direct-pay Letters of Credit ("LOCs") to support DC Water's Commercial Paper Program.

Contract Scope:

- To provide a direct pay letter of credit issued by the bank in support of DC Water's Commercial Paper Program for a period of up to five (5) years.
- The proceeds from the sale of the Commercial Paper Notes will be used to finance costs incurred in connection with the construction of capital improvements to the wastewater collection, treatment and disposal system and the water system.

Supplier Selection:

Procurement advertised and issued a Request for Proposal for the services. Seven firms responded to the solicitation. The award recommendation is based on the overall highest rated offeror.

Firm	Firm
Bank of America, N.A.	TD Bank, N.A.
JP Morgan Chase Bank, N.A.	U.S. Bank, N.A.
Royal Bank of Canada	Wells Fargo Bank, National Association
Sumitomo Mitsui Banking Corporation	

No LBE/LSBE participation.

PROCUREMENT INFORMATION

Contract Type:	Fixed Basis Points	Award Based On:	Highest Rated Offeror
Commodity:	Commercial Paper Services	Contract Number:	20-PR-CFO-29
Contractor Market:	Open Market with Preference Points for LBE and LSBE Participation		

BUDGET INFORMATION


Funding:	Operating	Department:	Department of Finance
Service Area:	DC Water Wide	Department Head:	Ivan Boykin

ESTIMATED USER SHARE INFORMATION

User	Share	Dollar Amount
District of Columbia	100%	\$1,811,041.00
TOTAL ESTIMATED DOLLAR AMOUNT	100%	\$1,811,041.00

 3/12/20
 Ivan Boykin Date
 Director of Finance

 3/12/2020
 Dan Bae Date
 VP of Procurement and Compliance

 3/12/2020
 Matthew T. Brown Date
 CFO and EVP of Finance and Procurement

 3/26/20
 David L. Gadis Date
 CEO and General Manager

Presented and Approved: April 2, 2020

**SUBJECT: Approval to Renew the Bank Credit Facility Supporting
2014B-1 and 2014B-2 Bonds, TDBank, N.A.**

**#20-35
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a non-joint use matter, decided by a vote of six (6) in favor and none (0) opposed to approve the renewal of the Bank Credit Facility Supporting 2014B-1 and 2014B-2 Bonds, TDBank, N.A.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute the renewal of the Bank Credit Facility Supporting 2014B-1 and 2014B-2 Bonds, TDBank, N.A in the amount of \$232,571.00 per year for the base period of five years. The purpose of the contract is to secure DC Water's Variable Rate Demand Bonds issued in 2014. The total amount is \$1,172,855.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS CONTRACTOR FACT SHEET**

ACTION REQUESTED

**GOODS AND SERVICES RENEWAL
BANK CREDIT FACILITY SUPPORTING 2014B-1 AND 2014B-2 BONDS
(Non-Joint Use)**

Request to renew the Bank Credit Facility Supporting 2014B-1 and 2014B-2 Bonds in the amount of \$232,571.00 per year for the base period of five years, for a total of \$1,172,855.00 (includes \$10,000 legal fees in first year).

PRIME, SUBS, AND PARTICIPATION

PRIME: TD Bank, N.A. 1919 Gallows Road Vienna, VA 11182	SUBS: N/A	PARTICIPATION: N/A
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DESCRIPTION AND PERIOD

Base Value:	\$879,726.00
Base Period:	July 24, 2014 – July 23, 2017
Previous Renewal Value:	\$840,000.00
Previous Renewal Period:	July 24, 2017 – July 23, 2020
Current Renewal Value:	\$1,172,855.00
Current Renewal Period:	July 24, 2020 – July 23, 2025

Purpose of the Contract:

Banking firm is required to secure DC Water's Variable Rate Demand Bonds (VRDB) issued in 2014.

Contract Scope:

- VRDBs require a bank provided credit facility.
- The credit facility provides liquidity and can be used to pay investors that tender their bonds in the event DC Water is unable to provide the necessary cash.
- Investors require (and indenture mandates) that a credit facility secure the Series 2014B bonds.

No LBE/LSBE participation.

CONTRACT INFORMATION

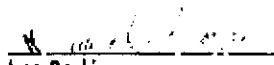
Contract Type:	Fixed Basis Points	Award Based On:	Highest Rated Offeror
Commodity:	Bank Credit Facility	Contract Number:	N/A
Contractor Market:	Open Market with Preference Points for LBE and LSBE Participation		

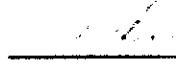
DEPARTMENT INFORMATION

Funding:	Operating	Department:	Department of Finance
Service Area:	DC Water Wide	Department Head:	Ivan Boykin

ESTIMATED DOLLAR AMOUNT INFORMATION

City	Estimate	Total Amount
District of Columbia	100%	\$1,172,855.00
TOTAL ESTIMATED DOLLAR AMOUNT	100%	\$1,172,855.00

 3/19/2020
Ivan Boykin Date
Director of Finance

 3/19/20
Dan Bee Date
VP of Procurement and Compliance

 3/19/2020
Matthew T. Brown Date
CFO and EVP of Finance and Procurement

 3/26/20
David L. Gadis Date
CEO and General Manager

Presented and Adopted: April 2, 2020
Subject: Authorizing the 2020 Term Loan Agreement and
the Sale and Setting Terms and Details
of the Series 2022A Subordinate Refunding Bonds

#20-36
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY

The members of the Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("Authority"), at the Board meeting held on April 2, 2020, upon consideration of a non-joint use matter, decided by a vote six (6) in favor and none (0) opposed, to authorize and approve the 2020 Term Loan Agreement (as defined below) including the sale of the Authority's Public Utility Subordinate Lien Revenue Refunding Bonds, Series 2022A (the "Series 2022A Subordinate Refunding Bonds"), on the following terms and details.

WHEREAS, the Authority is authorized pursuant to the *Water and Sewer Authority Establishment and Department of Public Works Reorganization Act of 1996*, as amended, D.C. Code Section 34-2201.01 et seq. (the "WASA Act"), and the *District of Columbia Water and Sewer Authority Act of 1996*, Public Law 104-184; 110 Stat. 1696, to issue revenue bonds for undertakings authorized by the WASA Act, including to finance or refinance any cost, as defined in the WASA Act, D.C. Code Section 34-2202.01(2); and

WHEREAS, in accordance with the WASA Act, the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee") (its predecessors in that capacity having been Norwest Bank Minnesota, N.A. and Wells Fargo Bank Minnesota, N.A.), entered into the Master Indenture of Trust, dated as of April 1, 1998 (the "Master Indenture" and, as supplemented and amended, the "Indenture"), to provide for financing or refinancing the acquisition, construction, operation, maintenance and extension of the System (as defined in the Master Indenture) by the issuance of bonds, notes and other obligations payable solely from Net Revenues (as such terms are defined in the Master Indenture); and

WHEREAS, the Authority has heretofore entered into twenty-six (26) supplemental indentures of trust with the Trustee in connection with the issuance of Senior Debt and Subordinate Debt (both as defined in the Indenture) or to amend and clarify the Master Indenture; and

WHEREAS, the Authority has heretofore issued, inter alia, the Public Utility Subordinate Lien Revenue Bonds, Series 2012A (the "Series 2012A Subordinate Bonds") and the Public Utility Subordinate Lien Revenue Refunding Bonds, Series 2012C (the "Series 2012C Subordinate Bonds" and, together with the Series 2012A Subordinate Bonds, the "Series 2012 Subordinate Bonds");

WHEREAS, the Authority now intends to: (i) enter into the 2020 Term Loan Agreement in connection with the Series 2022A Subordinate Refunding Bonds; (ii) issue the Series 2022A Subordinate Refunding Bonds to: (a) refund all of the Authority's outstanding Series 2012 Subordinate Bonds; and (b) pay certain costs of issuance; (iii) designate the Series 2022A Subordinate Refunding Bonds as Subordinate Debt for purposes of the Indenture; and (iv) secure the Series 2022A Subordinate Refunding Bonds by a pledge of Net Revenues subordinate to the pledge of Net Revenues that secures Senior Debt and on a parity with the pledge of Net Revenues that secures other Subordinate Debt, including, without limitation, other Subordinate Debt that the Authority may issue from time to time in the future; and

WHEREAS, the Finance and Budget Committee met on April 2, 2020, to review the 2020 Term Loan Agreement transaction and the issuance of the Series 2022A Subordinate Refunding Bonds and has recommended approval of this Resolution by the Board.

NOW, THEREFORE BE IT RESOLVED THAT:

Section 1. Definitions and Interpretations. Unless otherwise defined herein and unless the context indicates otherwise, the capitalized terms used herein and defined in the Indenture (including the Twenty-Seventh Supplemental Indenture as hereby approved) shall have the meanings assigned to them therein. In addition, the following terms used as defined terms in this Resolution shall have the meaning assigned to them in this Section:

"2020 Term Loan Agreement" means the Term Loan Agreement between the Authority and DNT Asset Trust, an affiliate of JPMorgan Chase Bank, N.A., to be dated no later than May 31, 2020.

"Authorized Officials" means the Chairman and Vice Chairman of the Board and the CEO and General Manager, Chief Financial Officer and Executive Vice President, Finance and Procurement, Controller, Budget Director, Finance Director and Rates and Revenue Director of the Authority, including any of the foregoing who are in an interim, acting or similar capacity, provided that any official other than the Chairman shall be designated by the Chairman as his designee for the purpose of executing and delivering any document authorized hereunder.

"DNT Asset Trust" means DNT Asset Trust, a Delaware statutory trust and an affiliate of JPMorgan Chase Bank, N.A., or any other wholly-owned affiliate of JPMorgan Chase Bank, N.A.

"Escrow Agent" means the Trustee as Escrow Agent.

"Escrow Agreement" means the Escrow Agreement, dated the same date as the Series 2022A Subordinate Refunding Bonds, between the Authority and the Escrow Agent, providing for the Refunded Bonds to be deemed paid and no longer Outstanding under the Indenture.

“Financial Advisor” means PFM Financial Advisors LLC and Sustainable Capital Advisors.

“Interest Payment Dates” means for the Series 2022A Subordinate Refunding Bonds, each April 1 and October 1, commencing on October 1, 2022 as the first Interest Payment Date, and thereafter during the time the Series 2022A Subordinate Refunding Bonds are Outstanding.

“Refunded Bonds” means any Outstanding Series 2012 Subordinate Bonds to be caused to be deemed paid and no longer Outstanding under the Indenture as the result of the deposit of proceeds of the Series 2022A Subordinate Refunding Bonds and any other funds in escrow under the Escrow Agreement and identified as the Refunded Bonds in the 2020 Term Loan Agreement.

“Refunding Savings Threshold” means that, as the result of the refunding of the Refunded Bonds with proceeds of Series 2022A Subordinate Refunding Bonds and any other legally available funds, the Authority will achieve an aggregate reduction in bond debt service that has a present value at the time of sale of the Series 2022A Subordinate Refunding Bonds equal to at least ten percent (10%) of the aggregate principal amount of the Refunded Bonds.

“Supplemental Indenture” means the Twenty-Seventh Supplemental Indenture of Trust by and between the Authority and the Trustee, dated as of the same date as, and relating to, the Series 2022A Subordinate Refunding Bonds

Any reference to the Authority or the Board, or to their members or officers, or to other public officers, boards, commissions, departments, institutions, agencies, bodies or entities, shall include those who or which succeed to their functions, duties or responsibilities by operation of law and also those who or which at the time may legally act in their place.

Section 2. Authorization, Designation and Purposes of Series 2022A Subordinate Refunding Bonds. The Authority is authorized to (a) enter into the 2020 Term Loan Agreement relating to the Series 2022A Subordinate Refunding Bonds and pay any fees, costs and expenses relating thereto; and (b) issue, sell and deliver, as provided in this Resolution and the 2020 Term Loan Agreement, bonds, which shall be designated “Public Utility Subordinate Lien Revenue Refunding Bonds, Series 2022A,” or such other designation as approved by an Authorized Official, and constitute Subordinate Debt under the Indenture, for the following purposes: (i) refunding the Refunded Bonds and causing them to be deemed paid and no longer Outstanding for purposes of the Indenture ; and (ii) paying issuance costs of the Series 2022A Subordinate Refunding Bonds (including the fees and costs of any escrow bidding agent or verification agent engaged pursuant to Section 6); provided, however, that before an Authorized Official executes the 2020 Term Loan Agreement, the Authority's Financial Advisor shall have given the Authority a written certification that identifies the Refunded Bonds and determines that the Authority's issuance and sale of the Series 2022A Subordinate Refunding Bonds on the terms set forth in the 2020 Term Loan Agreement and the

application of the proceeds of the Series 2022A Subordinate Refunding Bonds and any other legally available funds to refund the Refunded Bonds identified in the Financial Advisor's certificate, will meet the Refunding Savings Threshold. The proceeds from the sale of the Series 2022A Subordinate Refunding Bonds shall be allocated and deposited for those purposes and as provided in the Supplemental Indenture.

Section 3. Terms and Provisions Applicable to the Series 2022A Subordinate Refunding Bonds.

(a) Form, Transfer and Exchange. The Series 2022A Subordinate Refunding Bonds: (i) shall initially be issued only in fully registered form and substantially in the forms attached as an exhibit to the Supplemental Indenture; and (ii) shall not be transferable or exchangeable except as provided in the Supplemental Indenture.

(b) Denominations and Dates. The Series 2022A Subordinate Refunding Bonds shall be dated as of the date of their issuance and delivery, but in no event later than the outside date specified in the 2020 Term Loan Agreement. There shall be a single Series 2022A Subordinate Refunding Bond representing each interest rate for each maturity or mandatory principal payment date, as applicable, of the Series 2022A Subordinate Refunding Bonds bearing the same series or subseries designation.

(c) Principal Maturities. The principal of the Series 2022A Subordinate Refunding Bonds shall be paid in such amounts on each mandatory principal amortization date as set forth in in the 2020 Term Loan Agreement.

(d) Interest Rates and Interest Rate Periods for the Series 2022A Subordinate Refunding Bonds. The Series 2022A Subordinate Refunding Bonds shall bear interest on their unpaid principal amount payable on each Interest Payment Date, commencing on the first Interest Payment Date, at such fixed rates per annum as specified in the 2020 Term Loan Agreement; provided, however, that the "true interest cost" (i.e., interest cost on bonds defined as the rate, compounded semiannually, necessary to discount the amounts payable on the respective interest and principal payment dates to the purchase price received for the bonds) on the Series 2022A Subordinate Refunding Bonds shall not exceed a rate that would cause the Refunding Savings Threshold not to be achieved. The principal of the Series 2022A Subordinate Refunding Bonds shall be paid in such amounts on each principal amortization date as specified in the 2020 Term Loan Agreement; provided that the principal retirement schedule shall be consistent with the achievement of the Refunding Savings Threshold.

(e) Optional Redemption. On and after October 1, 2032, the Series 2022A Subordinate Refunding Bonds shall be subject to redemption at par prior to their stated maturities, at the option of the Authority, on any date from any source of available funds, as a whole or in part.

In the event that the Series 2022A Subordinate Refunding Bonds are subject to redemption prior to October 1, 2032 for any reason (provided that the Series 2022A Subordinate Refunding Bonds are not subject to optional redemption prior to October 1, 2032) other than with respect to the principal maturities described in Section 3(c) above, the Authority shall be obligated to pay a breakage fee, if applicable, as specified in Section 2.9 of the 2020 Term Loan Agreement.

(f) Redemption Provisions. Redemption of Series 2022A Subordinate Refunding Bonds shall be effected in accordance with Article IV of the Master Indenture.

(g) Places and Manner of Payment. The principal of and the interest and any redemption premium on the Series 2022A Subordinate Refunding Bonds shall be payable at the places and in the manner specified in the Supplemental Indenture.

(h) Execution. The Authorized Officials are, and each of them is, authorized and directed to execute the Series 2022A Subordinate Refunding Bonds, and the Secretary of the Board is authorized and directed to affix the seal of the Authority to the Series 2022A Subordinate Refunding Bonds and to deliver them to the Trustee for authentication in accordance with the Indenture.

Section 4. Sale of Series 2022A Subordinate Refunding Bonds.

(a) General. The Series 2022A Subordinate Refunding Bonds shall be sold to DNT Asset Trust in accordance with the 2020 Term Loan Agreement.

(b) 2020 Term Loan Agreement and Loan Rate Agreement. The Authorized Officials are, and each of them is, authorized and directed to execute and deliver the 2020 Term Loan Agreement and the Loan Rate Agreement each between the Authority and DNT Asset Trust, substantially in the forms presented to this Authority, but with such changes not inconsistent with the Indenture and this Resolution and not substantially adverse to the Authority as may be approved by the Authorized Official executing the same on behalf of the Authority. The approval of any such changes by such Authorized Official and the determination by such Authorized Official that no such change is substantially adverse to the Authority shall be conclusively evidenced by the execution of the 2020 Term Loan Agreement and the Loan Rate Agreement by such Authorized Official. The price for and terms of the Series 2022A Subordinate Refunding Bonds and the sale thereof, all as provided in this Resolution, the 2020 Term Loan Agreement, and the Supplemental Indenture, are hereby approved and determined to be in the best interests of the Authority.

(c) Certificates. The Authorized Officials are, and each of them is, authorized and directed, in their official capacities, to execute and deliver to DNT Asset Trust the certificates required by the 2020 Term Loan Agreement to be executed on behalf of the Authority.

(d) Delivery of Bonds. The Authorized Officials are, and each of them is, authorized and directed to make the necessary arrangements with DNT Asset Trust to establish the date, location, procedure and conditions for the delivery of the Series 2022A

Subordinate Refunding Bonds to DNT Asset Trust. The Authorized Officials are, and each of them is, further authorized and directed to make the necessary arrangements for the printing of the Series 2022A Subordinate Refunding Bonds, and the execution, authentication and delivery of the Series 2022A Subordinate Refunding Bonds, in accordance with this Resolution and the Indenture, and upon the receipt of payment of the purchase price, to cause such amount to be applied in accordance with the terms and provisions of this Resolution and the Indenture.

Section 5. Allocation of Proceeds of the Series 2022A Subordinate Refunding Bonds; Tax Covenants.

(a) Allocation of Proceeds of the Series 2022A Subordinate Refunding Bonds. The proceeds from the sale of the Series 2022A Subordinate Refunding Bonds shall be allocated, deposited and credited for the purposes approved in this Resolution and as specified in the Supplemental Indenture.

(b) Tax Covenants. The Board authorizes the Authorized Officials to approve the tax covenants, authorizations and agreements necessary to achieve and maintain the tax-exempt status of the Series 2022A Subordinate Refunding Bonds

Section 6. Supplemental Indenture and Other Documents. The Authorized Officials are, and each of them is, authorized in connection with the issuance of the Series 2022A Subordinate Refunding Bonds, to execute, acknowledge and deliver in the name of and on behalf of the Authority, the Supplemental Indenture, substantially in the form thereof submitted to the Authority at or prior to this meeting, but with such changes therein as may be permitted by the Indenture and this Resolution and approved by the Authorized Officer executing the document on behalf of the Authority. The approval of those changes shall be conclusively evidenced by the execution of the document by an Authorized Official.

The Authorized Officials are, and each of them is, authorized in connection with the issuance of the Series 2022A Subordinate Refunding Bonds, to execute, acknowledge and deliver in the name of and on behalf of the Authority, the Escrow Agreement, substantially in the form thereof submitted to the Authority at or prior to this meeting, but with such changes therein as may be permitted by the Indenture and this Resolution and approved by the Authorized Official executing the document on behalf of the Authority. If an Authorized Official determines that it is in the Authority's best interest to authorize the purchase of open-market securities in connection with the refunding of the Refunded Bonds, PFM Asset Management LLC shall be the Authority's agent for the purchase of such securities. With respect to the Escrow Agreement and to the extent any escrow securities are to be purchased thereunder, an Authorized Official shall designate an independent firm experienced in the preparation of verification reports to verify or certify such escrow securities to be of such maturities and interest payment dates, and to bear such interest, as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient together with any cash deposited with and to be retained in that form by the Escrow Agent, to pay the

principal of and interest and any premium on the Refunded Bonds, on their respective maturity or redemption date or dates, as provided in the Escrow Agreement.

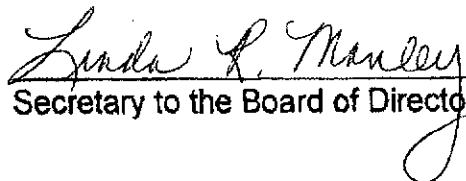
The Authorized Officials and any other member, officer or employee of the Authority are each authorized to execute and deliver, on behalf of the Authority, such other certificates, documents and instruments related to the Series 2022 Subordinate Refunding Bonds as are necessary in connection with the transactions authorized in this Resolution, and to do all other things required of them or the Authority pursuant to the 2020 Term Loan Agreement, the Indenture, the Supplemental Indenture, the Escrow Agreement and this Resolution.

No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any present or future member of the Board or officer, employee or agent of the Authority in his or her individual capacity, and neither the members of the Board nor any officer of the Authority executing the Series 2022A Subordinate Refunding Bonds shall be liable personally thereon or be subject to any personal liability or accountability by reason of the issuance thereof. No member of the Board or officer, employee, agent or advisor of the Authority shall incur any personal liability with respect to any other action taken by him pursuant to this Resolution or the Indenture or any other document authorized by this Resolution, provided such member, officer, employee, agent or advisor acts in good faith.

Section 7. Provision of Information. The Authorized Officials are, and each of them is, authorized to compile, prepare and deliver to DNT Asset Trust any documents and information that DNT Asset Trust may reasonably request in lieu of receiving an official statement or other offering memorandum and that an Authorized Official determines is appropriate to provide to DNT Asset Trust.

Section 8. General. The appropriate officers and employees of the Authority will do all things necessary and proper to implement and carry out the orders and agreements set forth or approved in this Resolution for the proper fulfillment of the purposes thereof. The Authority shall furnish to DNT Asset Trust a true and certified transcript of all proceedings relating to the authorization and issuance of the Series 2022A Subordinate Refunding Bonds along with other information as is necessary or proper with respect to the Series 2022A Subordinate Refunding Bonds.

This Resolution is effective immediately.


Secretary to the Board of Directors

Presented and Approved: April 2, 2020

SUBJECT: Approval to Execute a Memorandum of Understanding (MOU) between District of Columbia Department of Transportation and DC Water

**#20-37
RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on April 2, 2020 upon consideration of a non-joint use matter, decided by a vote of six (6) in favor and none (0) opposed to Execute a Memorandum of Understanding (MOU) between District of Columbia Department of Transportation and DC Water.

Be it resolved that:

The Board of Directors hereby authorizes the General Manager to execute a Memorandum of Understanding (MOU) between the District of Columbia Department of Transportation and DC Water. The purpose of the MOU is to rehabilitate the entire Kenilworth Pumping Station. The MOU not-to-exceed amount is \$2,188,338.


Secretary to the Board of Directors

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS FACT SHEET**

ACTION REQUESTED

MEMORANDUM OF UNDERSTANDING AGREEMENT:

**Rehabilitation of The Kenilworth Stormwater Pumping Station
(Non-Joint Use)**

Approval to execute the Memorandum of Understanding (MOU) between District of Columbia Department of Transportation (DDOT) and DC Water for \$2,188,338. The modification exceeds the General Manager's approval authority.

PARTY INFORMATION

PARTY:	SUBS:	PARTICIPATION:
District of Columbia Department of Transportation 55 M Street SE Washington, DC 20003	MBE and WBE fair share objectives will follow DDOT goals.	

DESCRIPTION AND PURPOSE

MOU Value, Not-To-Exceed:	\$2,188,338.00
MOU Time:	730 Days (2 Years, 0 Months)
Anticipated MOU Start Date:	05-03-2020
Anticipated MOU Completion Date:	05-03-2022

Purpose of the MOU:

During the Kenilworth Stormwater Pumping Station design process, DC Water learned that a DDOT roadway project would conflict with the construction of the stormwater station. To create a more favorable and cost-effective environment for construction, DC Water proposes entering into an agreement with DDOT under the umbrella of the 2002 Memorandum of Agreement (MOA) between DDOT and DC Water. The 2002 MOA established the basic principles of cooperation between the two organizations with respect to design, planning, construction, cost sharing, method of payment and other relevant matters.

This agreement between DC Water and DDOT will direct DDOT to construct the Kenilworth Pumping Station as part of their roadway construction project.

MOU Scope:

- DDOT will rehabilitate the entire Kenilworth Pumping Station that will include:
 - Installation of new submersible pumps
 - Provide and install a new Motor Control Center (MCC)
 - Provide and install a new HVAC system.
 - Rehabilitate all concrete surfaces including hatch covers, access ladder and floor gratings.
- DC Water will reimburse DDOT for all eligible construction costs for the Pumping Station.
- DC Water will monitor, inspect and record all observed construction activities that relate to the Pumping Station throughout the duration of the contract and transmit to DDOT monthly status reports covering construction activities.
- DC Water will be responsible for the review and acceptance of work including deliverables related to the construction, installation, and the acceptance testing of the Pumping Station.

Federal Grant Status:

- Work under this MOU is not eligible for Federal grant funding assistance.

AGREEMENT INFORMATION


Contract Type:	MOU	Award Based On:	N/A
Commodity:	Construction	Contract Number:	N/A

BUSINESS INFORMATION


Funding:	Capital	Department:	Wastewater Engineering
Service Area:	Stormwater	Department Head:	David Parker
Project:	NG		


FUNDING SOURCE INFORMATION

Source	Percentage	Estimated Amount
District of Columbia	100.00%	\$ 2,188,338.00
Federal Funds	0.00%	\$
Washington Suburban Sanitary Commission	0.00%	\$
Fairfax County	0.00%	\$
Loudoun County & Potomac Interceptor	0.00%	\$
Total Estimated Dollar Amount	100.00%	\$ 2,188,338.00


Leonard R. Benson
SVP, CIP Project Delivery
Date: 3/17/20


Dan Bee
Procurement & Compliance
Date: 3/13/2020


Matthew T. Brown
CFO and EVP
Finance & Procurement
Date: 3/13/2020


David L. Gadis
General Manager and CEO
Date: 3/26/20