

**Presented and Adopted: June 1, 2017**

**SUBJECT: Approval to Execute Supplemental Agreement No. 02 of  
Contract No. DCFA-445, O'Brien and Gere, LLC**

**#17-37  
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 June 1, 2017 upon consideration of a joint use matter, decided by a vote of nine (9) in favor and none (0) opposed to execute Supplemental Agreement No. 02 of Contract No. DCFA-445, O'Brien and Gere, LLC.

**Be it resolved that:**

The Board of Directors hereby authorizes the General Manager to execute Supplemental Agreement No. 02 of Contract No. DCFA-445, O'Brien and Gere, LLC. The purpose of the supplemental agreement is to provide extended engineering services during construction due to unanticipated construction contractor delays. The supplemental agreement amount is \$995,829.

This Resolution is effective immediately.

  
Secretary to the Board of Directors

**Presented and Adopted: June 1, 2017**

**SUBJECT: Approval to Execute Contract No. 17-PR-CFO-20A, Alliant Insurance Services, Inc.**

**#17-38  
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 June 1, 2017 upon consideration of a joint use matter, decided by a vote of nine (9) in favor and none (0) opposed to execute Contract No. 17-PR-CFO-20A, Alliant Insurance Services, Inc.

**Be it resolved that:**

The Board of Directors hereby authorizes the General Manager to execute Contract No. 17-PR-CFO-20A, Alliant Insurance Services, Inc. The purpose of the contract premium adjustment is to provide for the payment of insurance premiums based upon the marketing of DC Water's property and casualty insurance program. The contract premium adjustment amount is not-to-exceed \$2,301,000.

This Resolution is effective immediately.

  
Secretary to the Board of Directors

**Presented and Adopted: June 1, 2017**

**SUBJECT: Approval to Execute Contract No. WAS-09-014-AA-GA,  
Aon Risk Solutions**

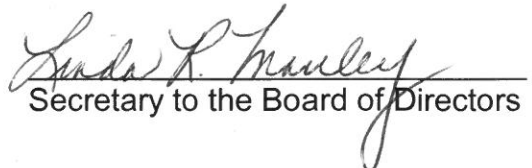
**#17-39  
RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
D.C. WATER AND SEWER AUTHORITY**

The Board of Directors ("Board") of the District of Columbia Water and Sewer Authority ("the Authority") at its meeting on June 1, 2017 upon consideration of a joint use matter, decided by a vote of nine (9) in favor and none (0) opposed to execute Contract No. WAS-09-014-AA-GA, Aon Risk Solutions.

**Be it resolved that:**

The Board of Directors hereby authorizes the General Manager to execute Contract No. WAS-09-014-AA-GA, Aon Risk Solutions. The purpose of the contract is to provide for the payment of additional insurance premiums based upon the Insurance Carrier's (Ace/Chubb) recent payroll audit. The contract premium adjustment amount is \$1,404,802.

This Resolution is effective immediately.

  
Secretary to the Board of Directors

**Presented and Adopted: June 1, 2017**

**Subject: To state the “Sense of the Board” regarding negotiations between the Authority, the District of Columbia, and FC Ballpark, LLC concerning: 1) funding for and relocation of Fleet Maintenance and Sewer Services operations from portions of the Main and O Street Campus; 2) securing fee simple ownership of O Street, the Main and O Street campus, and property on Ames Place in the District in the District of Columbia; and 3) giving direction to the General Manager to negotiate and execute final documents that will protect the operational and fiscal interests of the Authority and its customers, and also enable commencement of relocation activities at the earliest practicable time.**

**#17-40  
RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The Board of Directors (the “Board”) of the District of Columbia Water and Sewer Authority (“The Authority”), at its meeting on June 1, 2017, upon consideration of a joint-use matter decided by a vote of nine (9) in favor and none (0) opposed, to take the following action to express the sense of the Board regarding: 1) relocation of Fleet Maintenance and Sewer Services operations from portions of the Main and O Street Campus; 2) securing fee simple ownership of O Street, the Main and O Street campus, and property on Ames Place in the District of Columbia; and 3) giving direction to the General Manager to negotiate and execute final documents that will protect the operational and fiscal interests of the Authority and its customers, and also enable commencement of relocation activities at the earliest practicable time.

**WHEREAS**, the Main Pumping Station was constructed on property north of the Anacostia River (formerly known as the Eastern Branch of the Potomac River), completed the first full year of sewage pumping operations in Fiscal Year 1908 (ending June 30, 1908), and has been in service since before that date; and

**WHEREAS**, the O Street Pumping Station was constructed on land west and south of the Main Pumping Station, began operations in late 1964 or early 1965 and has been in service since that time; and

**WHEREAS**, the land upon which the Main Pumping Station and the O Street Pumping stations are located has been under the control of the District of Columbia since commencement of operations at each facility; and

**WHEREAS**, the District of Columbia owns, and the Authority has possessory interests in real property constituting portions of Lot 805 in Square 744S and Lot 801 in Square 744SS, located in Southeast Washington, D.C., consisting of approximately 235,130 square feet of land bounded by N Place, SE on the north, First Street, SE on the west, Diamond Teague Park on the south; and

**WHEREAS**, on the above described property, the Authority operates the Main Pumping Station and the O Street Pumping Station, conducts Fleet Maintenance and Sewer Services operations, and maintains critical subsurface infrastructure that conveys wastewater and stormwater to the Blue Plains Wastewater Treatment Plant (**Exhibit A**); and

**WHEREAS**, the property upon which the Authority conducts these operations is known as the **Main and O Street Campus (Exhibit B)**; and

**WHEREAS**, in order to enable development along the Anacostia River proximate to the Southeast Federal Center and the Main and O Street Campus, the District of Columbia ("**District**") in a Land Disposition Agreement, effective March 24, 2015 ("**LDA**") (Council Resolution R20-0773, dated December 17, 2014) agreed to convey fee simple and leasehold interests in portions of the Main and O Street Campus to FC Ballpark LLC, ("**Forest City**"); and

**WHEREAS**, in Order No. 13-05, dated February 7, 2014, the Zoning Commission for the District of Columbia ("**Zoning Commission**") approved a Planned Unit Development ("**PUD**") for construction of new buildings and related infrastructure on portions of the Main and O Street Campus on land identified as Parcels F1, G1, G2 and G3, and on other land within the PUD reserved for use as new, private streets, among them, land reserved for a new private street known as "O Street" ("**Development Property**"); and

**WHEREAS**, the LDA anticipates that the Authority will relocate Sewer Services and Fleet Maintenance personnel, vehicles, equipment and operations from the Main and O Street Campus to other locations in order to enable development on Parcels F1, G1, G2 and G3 of the Development Property; and

**WHEREAS**, the Authority is not a party to the LDA, but has worked with the District and Forest City to support the development described in the LDA in a manner that also protects the ability of the Authority to conduct efficient operations and maintain critical facilities and infrastructure on the Main and O Street Campus after improvements to the Development Property have been made ("**Main and O Street Campus After Development**") (**Exhibit C**); and

**WHEREAS**, on May 27, 2015, the Authority purchased property on Walker Mill Road in Prince George's County, Maryland that will be the new location from which Fleet Maintenance operations will be conducted; and

**WHEREAS**, representatives of the District have informed representatives of the Authority that on May 17, 2017, the District purchased property on Ames Place in the District of Columbia ("**Ames Property**") from the Washington Metropolitan Area Transit Authority ("**WMATA**") subject to a leaseback agreement that will allow WMATA to use a portion of the Ames Property to park public transportation vehicles for a period not-to-exceed three years; and

**WHEREAS**, during the WMATA leaseback period, the District will lease to the Authority, the remaining portion of the Ames Property that is not subject to the WMATA leaseback to enable the Authority to construct Phase 1 of replacement facilities that will be needed to conduct Sewer Services operations from the Ames Property; and

**WHEREAS**, after the WMATA leaseback period expires, the District will convey the entire Ames Property to the Authority in fee simple, and thereafter, the Authority will construct the balance of the facilities that will be needed to conduct Sewer Services operations from the Ames Property; and

**WHEREAS**, the Authority, District, and Forest City representatives have negotiated terms for the fee simple transfer of the private street known as O Street, which extends from its intersection with 1<sup>st</sup> Street S.E. through the intersection with the proposed private 1 ½ Street to the western boundary of the Main and O Street Campus After Development; and

**WHEREAS**, on or about March 11, 2016, the Authority secured PUD approval from the Zoning Commission to construct a new headquarters building on the Main and O Street Campus which will span over the O Street Pumping Station; and

**WHEREAS**, Forest City plans to construct a movie theater and a parking garage on the F1 Parcel in the first phase of improvements to the Development Property ("**F1 Parcel Building**"); and

**WHEREAS**, Forest City and Authority representatives have negotiated to secure the Authority's use of property managed by Forest City known as Parcel I, which is not part of Development Property, for parking service and personal vehicles that will be displaced by Forest City's development of the F1 Parcel; and

**WHEREAS**, Authority, District and Forest City representatives have negotiated the terms under which Forest City will be provided loading and service access for the F1 Parcel Building across the Main and O Street Campus After Development and have negotiated the terms of setback, façade maintenance and crane swing easements for the benefit of the Parcel F1 Building; and

**WHEREAS**, Authority, and District representatives have negotiated the form of Relinquishment of Rights documents that will confirm that the Authority has vacated portions of the Development Property; and

**WHEREAS**, Authority, District, and Forest City representatives have negotiated the schedule pursuant to which the Authority will relocate operations from, and vacate the Development Property; and

**WHEREAS**, Authority and District representatives have negotiated the total amount the District will transfer to the Authority to fund expenses ("**Relocation Funds**") incurred by the Authority to relocate operations from, vacate the Development Property, and construct replacement facilities on the properties to which Fleet and Sewer Services operations will be relocated; and

**WHEREAS**, Authority and District representatives have negotiated the terms of a Relocation Funding Agreement in which the District will deposit Relocation Funds in escrow and the Escrow Agent will disburse funds to the Authority in advance of the Authority's obligation to undertake any relocation or replacement facility construction; and

**WHEREAS**, District representatives will seek authorization from the Council of the District of Columbia to apply the Relocation Funds to the Authority relocation and replacement facility construction activities that have been negotiated among the parties; and

**WHEREAS**, Authority, District and Forest City representatives have negotiated reasonably aggressive relocation project milestones designed to provide an opportunity for the Development Property to be made available to Forest City in advance of the schedule set forth in the LDA; and

**WHEREAS**, on January 12, 2017 Forest City and the Authority entered a letter agreement that expresses the parties' understandings and assurances related to the configuration of the Main and O Street Campus after all improvements have been made to the Development Property ("**Campus Boundary Agreement**"), including, among other limitations, restrictions of vehicular access by Forest City to the portions of Canal Street between N Place S.E., and N Street S.E.; and

**WHEREAS**, construction of the F1 Parcel Building will impair access to the dedicated electrical service that serves the Main and O Street Campus, and representatives of Forest City have committed to fund relocation of that dedicated electrical service and have negotiated a commitment to reimburse the Authority for certain design costs associated with relocation of that service; and

**WHEREAS**, the Parties are negotiating the terms of an Omnibus Agreement that will memorialize the commitments, agreements, coordination and schedule required to effect the transactions described in the LDA; and

**WHEREAS**, the District has committed to convey O Street and the Main and O Street Campus After Development, to the Authority and are negotiating the timing of those transfers; and

**WHEREAS**, District and Forest City representatives are negotiating amendments to the LDA that are now necessary because of commitments made in the Omnibus Agreement; and

**WHEREAS**, Authority and Forest City representatives are negotiating agreements that will assign Development Rights attributable to O Street and allocate responsibilities to maintain the O Street roadway and O Street streetscape improvements that may be authorized in future PUD approvals; and

**WHEREAS**, the current commitment among the negotiating parties is to complete signature ready documents on or before June 9, 2017; and

**WHEREAS**, specific authorizations for design, construction, relocation and related actions, activities and procurements of the Authority that may be required by the final versions of the agreements described in this Resolution will occur in the future; and

**WHEREAS**, if authorization by the Board is required to undertake any particular design or construction contract, or agreement, activity or procurement related to the subject matter of any of the agreements described herein, such Board action will be taken pursuant to the procedures and protocols that are normally applicable to actions taken by the Board, including consideration by and recommendation from the appropriate Board Committee(s); and

**WHEREAS**, on May 18, 2017, in Executive Session, the Environmental Quality and Operations Committee was briefed on the state of negotiations, and after consideration of the issues presented, endorsed the efforts of the General Manager to resolve issues raised in the negotiations; and

**WHEREAS**, the Environmental Quality and Operations Committee recommended that the full Board of Directors consider a "Sense of the Board" resolution to express support for the progress made in the negotiations to date and to urge that priority be given to finalizing negotiations and entering agreements that will protect the operational and fiscal interests of the Authority, and which will also enable commencement of relocation activities within a reasonable period of time.

**WHEREAS**, on May 25, 2017, in Executive Session, the Finance and Budget Committee was briefed on the state of negotiations, and after consideration of the issues presented, also expressed support for the efforts of the General Manager to resolve issues raised in the negotiations; and

**WHEREAS**, the Finance and Budget Committee also recommended that the full Board of Directors consider a "Sense of the Board" resolution to express support for the progress made in the negotiations to date and to urge that priority be given to finalizing negotiations and entering agreements that will protect the operational and fiscal interests of the Authority and which will also enable commencement of relocation activities within a reasonable period of time.



**NOW THEREFORE BE IT RESOLVED THAT:**

1. The Board finds that, to date, the positions taken on behalf of the Authority while negotiating the agreements described in this Resolution are consistent with protection of the operational and fiscal interests of the Authority.
2. The Board finds that it is appropriate that the General Manager deploy the resources necessary to finalize the agreements described in this Resolution and significant collateral agreements by the mid-June, 2017 timeframe or as soon thereafter as practicable, provided the counter parties are similarly motivated.
3. The Board affirms that the General Manager has broad discretion to continue to negotiate final terms of the agreements, so as to enable commencement of relocation activities as soon as practicable, provided that such final terms also protect the operational and fiscal interests of the Authority, its customers and the participating jurisdictions.
4. The Board finds that fee simple ownership of the Ames Property, O Street and the Main and O Campus After Development are priorities that must be secured by the terms of the final agreements.
5. The Board expects that if authorization by the Board is required to undertake any particular design or construction contract, agreement, activity or procurement related to the subject matter of any of the agreements described herein, such Board action will be taken pursuant to the procedures and protocols that are normally applicable to actions taken by the Board, including, but not limited to consideration by and recommendation from the appropriate Board Committee(s)

This resolution is effective immediately.

  
Secretary to the Board

**Presented and Adopted: June 1, 2017**

**Subject: Approval of Proposed Amendments for the Water System Replacement Fee, Customer Classifications and Definitions**

**#17-41  
RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

The District members of the Board of Directors (“the Board”) of the District of Columbia Water and Sewer Authority (“the Authority”) at its meeting on June 1, 2017, decided, in a non-joint use matter, by a vote of five (5) in favor and none (0) opposed, to approve the following action with respect to the approval of the proposed amendments to the Water System Replacement Fee, Customer Classifications and Definitions.

**WHEREAS**, the Board has adopted a revised rate setting policy that requires rates, charges and fees, together with other revenue sources, yield reliable and predictable revenue sufficient to pay for the Authority’s projected operating and capital expenses; and

**WHEREAS**, the Board has adopted financial policies that mandate maintenance of senior debt coverage and cash reserves; and

**WHEREAS**, on September 3, 2015, the Board adopted a new Water System Replacement Fee (“WSRF”) charged to residential, multi-family and non-residential customers to recover the annual cost of renewing and replacing 1% (one percent) of aging water infrastructure; and

**WHEREAS**, the WSRF adopted by the Board includes a provision that sets the amount of the monthly WSRF charged to a Residential customer whose premises is served by a meter larger than 1”, at (\$9.67 per month or \$116.04 per year); and

**WHEREAS**, on September 11, 2015, the Authority published the Notice of Final Rulemaking in the *D.C. Register* (DCR) at 62 DCR 12422 for the WSRF effective October 1, 2015, and began collection of the WSRF on October 1, 2015; and

**WHEREAS**, after implementation, the Authority received inquiries from residents and representatives of the Chain Bridge Road Corporation, a cooperative housing association, (Chain Bridge) seeking clarifications regarding its customer classification, meter size and billing frequency of the WSRF; and

**WHEREAS**, on April 5, 2016, Chain Bridge wrote to the Advisory Neighborhood Commission (ANC) 3D seeking assistance in addressing the amount of the WSRF charged their community of 15 single family homes; and

**WHEREAS**, Chain Bridge suggested that because of how the WSRF regulations were written, each homeowner in Chain Bridge was responsible for approximately \$1,033 per household per year in WSRF charges because the customer, Chain Bridge, was responsible for \$15,500 per year in WSRF charges since their property is serviced by a single private water line with a combined 6 inch meter, that supplies both domestic water and a private fire hydrant; and

**WHEREAS**, during the public comment period held prior to adoption the WSRF, the Authority published two proposed rulemakings (on February 15, 2015 at 62 DCR 2367 and on July 17, 2015 at 62 DCR 9798), held 8 Town Hall Meetings from April 1, 2015, through April 30, 2015, and held a Public Hearing even though the WSRF is not subject to the public hearing requirements of 21 DCMR Chapter 40; and

**WHEREAS**, during the comment period, the Authority did not receive any comments that the proposed WSRF would adversely affect Chain Bridge or individual homeowners in that community; and

**WHEREAS**, upon receipt of the letter from the ANC, the Authority's Director of Customer Service, in a letter dated April 20, 2016, informed Chain Bridge that the amount of the WSRF charged is based on the meter size, which in the case of Chain Bridge is a combined 6" water meter that serves both the fire suppression and domestic use, and the size of the connection to the Chain Bridge development is necessary to supply the required pressure and water delivery capacity for its private fire hydrant; and

**WHEREAS**, the April 20, 2016 letter also advised Chain Bridge to consider evaluating the properties water infrastructure with the DC Fire Department, District Department of Consumer and Regulatory Affairs and its fire insurance provider to determine whether it was possible or practicable to reduce the water capacity requirements and thereby reduce the size of the service line; or alternatively to consider separating the water service lines from the fire service line to separate the domestic use line, and thereby reduce the meter size to 3" or 4", thereby reducing the WSRF to \$232 or \$561 per month; and

**WHEREAS**, on May 15, 2016, Chain Bridge wrote to Ms. Ellen Boardman, Governance Committee Chairperson, to point out that either eliminating the fire hydrant or making extensive modifications to the Chain Bridge water supply system would be cost prohibitive, and that because the Authority staff do not have the authority to vary from the current rate schedule, it was necessary to request assistance from the Board to reduce Chain Bridge's payment obligation to a level identical to that paid by the largest single family homes in the District of Columbia (\$9.67 per month per house); and

**WHEREAS**, on August 23, 2016, counsel for Chain Bridge wrote to Chairman Matthew Brown, requesting that the Board consider action at its next meeting to: (i) waive the

method used by the Authority to calculate the WSRF for Chain Bridge because of “unique circumstances”; and (ii) impose a payment obligation that resulted in a fee for Chain Bridge equivalent to the amount assessed to single family homes in D.C., including a credit for the higher fees paid after beginning of the fiscal year; and

**WHEREAS**, Chain Bridge also requested that charges at the higher rate be suspended retroactively from October 1, 2015, until such time as the Authority could complete a study of its request, and Chain Bridge had a “reasonable opportunity to review and prepare a response to any study undertaken;” and

**WHEREAS**, on October 20, 2016, the Water Quality and Water Services (WQWS) Committee met in executive session to discuss the legal issues, rationale and path forward to address the concerns raised by counsel for Chain Bridge; and

**WHEREAS**, in a letter dated November 9, 2016, the General Counsel provided Chain Bridge counsel an update on the direction given Authority staff to study of the impact of the WSRF on Chain Bridge and other similarly situated properties in the District of Columbia, including an analysis of the benefits and burdens common to properties in situations similar to Chain Bridge, and to make recommendation regarding the realignment of existing or perceived inequalities resulting from application of WSRF regulations; and

**WHEREAS**, on March 16, 2017, the Environmental Quality and Operations (EQ&O) Committee met to discuss the findings of the WSRF study commissioned by staff; and

**WHEREAS**, on March 16, 2017, the staff reported that it had identified the Southern Homes and Gardens Cooperative as the only other property in the District of Columbia situated similarly as Chain Bridge; and

**WHEREAS**, the Southern Homes and Gardens Cooperative is comprised of 92 single-family townhomes with two private fire hydrants and is served by a 8”x4”x1” combine fire and domestic service; and

**WHEREAS**, staff recommended that the Committee assess the impacts on both properties and on any other similarly situated properties; and

**WHEREAS**, on March 16, 2017, the EQ&O Committee deferred action and requested additional information from staff on the costs expended to conduct the study and to allow the General Manager to provide comments on the relevant issues at the Committee’s next scheduled meeting; and

**WHEREAS**, on April 20, 2017, the General Manager informed the EQ&O Committee that action to address the issues raised by Chain Bridge and other questions relating to the WSRF would be addressed through a rulemaking amendment to the WSRF and Customer Classification regulations, and that the recommended changes in regulations would be presented to the DC Retail Water and Sewer Rates Committee; and

**WHEREAS**, on May 25, 2017, the General Manager recommended to the DC Retail Water and Sewer Rates Committee that the Board authorize: 1) amendment of the WSRF regulations to add a new subparagraph to allow multi-family customers whose premises meet certain requirements to request a WSRF adjustment to modify the combined domestic meter size based on peak domestic water demand, excluding fire demand; 2) that retroactive credits and refunds of past assessments paid not be provided; 3) amendment of the Customer Classification regulations to clarify the definitions for Residential, Multi-Family and Non-Residential customers to include cooperative housing associations and other clarifications; and 4) amendment of the definitions set forth in Chapter 41, Section 4199 of the Retail Water and Sewer Rates regulations to define the terms for Condominium, Cooperative Housing Association and Dwelling Unit used in the Customer Classification regulations; and

**WHEREAS**, the DC Retail Water and Sewer Rates Committee considered the recommendations made by the General Manager, expressed support for the not providing retroactive credits and refunds, and recommended that the Board consider for public comment the proposed rulemaking to amend the WSRF, and the above described Customer Classification and Definitions to address the WSRF impacts to multi-family communities comprised of single family dwellings served by a master meter; and

**WHEREAS**, after consideration and discussion of the recommendations of the DC Retail Water and Sewer Rates Committee, the District members of the Board support publication of the proposed rulemaking.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The Board proposed an amendment to the District of Columbia Municipal Regulations to amend the WSRF, Customer Classification and Definitions as provided in Attachments 1 and 2.
2. The General Manager is authorized to take all steps necessary in his judgment and as otherwise required, to publish a Notice of Proposed Rulemaking in the District of Columbia Register for the amendments to the WSRF, Customer Classification and Definitions regulations, and receive public comments in the manner provided by the District of Columbia Administrative Procedure Act.

This resolution shall be effective immediately.

  
Secretary to the Board of Directors

## Attachment 1

### Proposed amendments to Water System Replacement Fee (WSRF) regulations adding paragraph (c) to 21 DCMR § 112.10 are as follows:

- (c) A Multi-Family WSRF adjustment will be provided in accordance with the following rules and procedures:
  - (1) A Multi-Family customer that is a cooperative housing association and whose premises is comprised exclusively of single family attached or detached dwelling structures and served by a master meter, may request a Multi-Family WSRF adjustment to modify the combined domestic meter based on the peak domestic water demand, excluding fire demand, for that premises.
  - (2) The eligible Multi-Family customer must submit the following information and fees to DC Water for review:
    - (A) Record(s) demonstrating that each unit in the cooperative housing association is a single-family attached or detached dwelling unit;
    - (B) A site plan, prepared by a District of Columbia licensed professional engineer, architect, or master plumber or other licensed professional, drawn to scale showing the water distribution and service lines, location of the meter, fire hydrant(s), structures, and ancillary systems, including, but not limited to irrigation systems, swimming pools and fountains; and
    - (C) The proposed modified combined domestic meter size calculated using the meter sizing computations for the peak domestic water demand for the premises, excluding fire demand, and prepared by a District of Columbia licensed professional engineer, architect, or master plumber or other licensed professional, in accordance with the District of Columbia Plumbing Code.
    - (D) Payment of the Approved Plan Revision Engineering Review Fee.
  - (3) Upon approval of a request for a Multi-Family WSRF adjustment, the Multi-Family customer will be charged the WSRF based on the approved modified combined domestic meter size as set forth in Subsection 112.10(a). No retroactive credits or refunds will be provided for WSRF billed prior to the approval of the Multi-Family WSRF adjustment.
  - (4) The size of the master meter used to deliver water to the premises will be calculated using the peak water demand including fire demand in accordance with the District of Columbia Plumbing Code.

## Attachment 2

Proposed amendments to Customer Classifications and Definitions in 21 DCMR § 4104 and 4199 are as follows:

### 4104 CUSTOMER CLASSIFICATIONS FOR WATER AND SEWER RATES, FEES AND CHARGES

4104.1 The customer classifications for water and sewer rates, fees and charges shall consist of a residential class, multi-family, and a non-residential class:

- (a) Residential – a customer whose premises is a single-family dwelling unit used for domestic purposes, whether as a row, detached or semi-detached structure, or as a single dwelling unit within an apartment building, or as a single dwelling unit within a condominium, or as a single dwelling unit within a cooperative housing association, where each unit is served by a separate service line and is individually metered and used for domestic purposes; or a multi-family structure or development of less than four (4) single-family, apartment, condominium, or cooperative housing association dwelling units where all the units are used for domestic purposes and served by a single service line that is master metered; excluding a premises operated as a nursing home, dormitory or transient housing business, including, but not limited to a bed and breakfast, hotel, motel, inn, boarding house or rooming house.
- (b) Multi-Family – a customer whose premises is a multi-family structure or development (such as an apartment, condominium, or cooperative housing association) used for domestic purposes, with four or more single-family, apartment, condominium, or cooperative housing association residential dwelling units served by the same service line that is master metered; excluding a premises operated as a nursing home, dormitory or transient housing business, including, but not limited to a bed and breakfast, hotel, motel, inn, boarding-house or rooming house.
- (c) Non-residential – all customers not within either the residential or multi-family class including customers whose premises is comprised of one or more units that is not used for domestic purposes and all units are served by the same service line that is master metered.

**Section 4199 is amended by adding the following terms and definitions to read as follows:**

**Condominium** – means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the

owners of the portions designated for separate ownership, provided the undivided interests in the common elements are vested in the unit owners.

**Cooperative Housing Association** – means an association, whether incorporated or unincorporated, organized for the purpose of owning and operating residential real property, the shareholders or members of which, by reason of their ownership of a stock or membership certificate, a proprietary lease or other evidence of membership, are entitled to occupy a dwelling unit pursuant to the terms of a proprietary lease or occupancy agreement.

**Dwelling Unit** – any habitable room or group of rooms with kitchen and bathroom facilities forming a single unit located within a building or structure, which is wholly or partially used or intended to be used for living, sleeping and the preparation and consumption of meals by human occupants, and is under the control of and for the use of the occupant.