

City of Alexandria

*301 King St., Room 2300
Alexandria, VA 22314*



Docket - Final

Tuesday, November 12, 2013

7:00 PM

Council Chambers

City Council Legislative Meeting

[14-2085](#) 5:30 p.m. - Work Session With the State Legislative Delegation

Attachments: [14-2085 Agenda 2014 Leg Pkg Work Session.docx](#)
[14-2085 WorkSession items 2014CityPkg \(2\).doc](#)

1 Calling the Roll.

2 Moment of Silence and Pledge of Allegiance.

3 Reading and Acting Upon the Minutes of the Following Meetings of City Council:

[14-2076](#) The Public Hearing Meeting Minutes of October 19, 2013; and
The Regular Meeting Minutes of October 22, 2013.

Attachments: [14-2076 oct 19 minutes.rtf](#)
[14-2076 oct 22 minutes.rtf](#)

RECOGNITION OF YOUTH BY MEMBERS OF CITY COUNCIL

4 [14-2090](#) Recognition of Youth Who Participated in Project Sticker Shock.

PROCLAMATIONS

5 [14-1716](#) Recognition of the Graduates of the City of Alexandria Citizen's Academy.

6 [14-2057](#) Presentation of a Proclamation Declaring 2014 as Alexandria's Year of the Veteran.

Attachments: [14-2057 Proclamation](#)

REPORTS AND RECOMMENDATIONS OF THE CITY MANAGER (five min.)

CONSENT CALENDAR (7-20)

(Resignations and Uncontested Appointments)

7 [14-2098](#) Receipt of the Following Resignations from Members of Boards, Commissions and Committees:

(a) Beauregard Design Advisory Committee
Robert DiBernardo Emard

(b) Building Code Board of Appeals
Robert DiBernardo Emard

(c) Commission for the Arts

Donna Fowler

Kelly Devaries

(d) Children, Youth and Families Collaborative Commission

Victoria Cattaneo

(e) Human Rights Commission

Catie Fulton

(f) Sister Cities Committee

Monica Johnson

(g) Torpedo Factory Art Center Board

Donna Fowler

(h) Waterfront Commission

Allison Nance

Ann Horowitz

Attachments: [14-2098_resignations](#)**8** [14-2097](#) Uncontested Appointments to Boards, Commissions and Committees:

(a) Alcohol Safety Action Program Policy Board

1 Representative of the Alexandria Police Department

(b) Beauregard Urban Design Advisory Committee

1 At-Large Member

(c) Beautification Commission

2 Citizen Members

(d) Children, Youth and Families Collaborative Commission

1 School Board Liaison Member

(e) Citizen Corps Council

1 Citizen Member

(f) Commission on Information Technology

1 Member Representing the Alexandria City School Board

(g) George Washington Birthday Celebration Committee

1 Member Nominated by the Friendship Veterans Fire Engine Association

(h) Historic Alexandria Resources Commission
1 Lee-Fendall House Representative

(i) Sister Cities Committee
2 Citizen Members

Attachments: [14-2097 uncontested appointments](#)

(Reports and Recommendations of the City Manager)

- 9 [13-1673](#) Consideration of Authorization to Advertise Delinquent Tax Listings Greater Than \$1,000, Write Off Balances Less Than Twenty Dollars, and Destroy Records as Required By State Law
Attachments: [13-1673 2013 Top 20 Spreadsheet-Attachment 1a](#)
 [13-1673 Statutory Billing Process for Business Personal Property Tax-Attachme](#)
- 10 [13-1682](#) Consideration of the Monthly Financial Report for the Period Ending September 30, 2013.
Attachments: [13-1682 Rev - Sept 2013-updated](#)
 [13-1682 Exp - Sept 2013-updated](#)
 [13-1682 Economic Graphs - Sept 2013](#)
- 11 [14-1923](#) Consideration of the Appointment of the Chief Animal Control Officer.
Attachments: [14-1923 Qualifications Statement](#)
 [14-1923 Chief of Animal Control Position Description](#)
- 12 [14-2001](#) Consideration and Approval of the Request to Release Urban Forestry Contingent Reserve Funding.
Attachments: [14-2001 2007 Budget Urban Forestry Contingency](#)
- 13 [14-2078](#) Appointment of Participant and Alternate Representative and Management Representative to Certain City of Alexandria's Retirement and Investment Boards.
- 14 [14-2082](#) Consideration of a Supplemental Grant Application to the Virginia Department of Criminal Justice Services For the Department of Community and Human Services Sexual Assault Center.
- 15 [14-2008](#) Consideration of a Grant Application to the Virginia Stormwater Local Assistance Fund for Up to \$1,200,000.

(Ordinances for Introduction)

- 16 [14-2024](#) Introduction and First Reading. Consideration. Passage on First Reading of an Ordinance to Amend and Reordain the Master Plan of the City of

Alexandria, Virginia, By Adopting and Incorporating Therein the Amendment Heretofore Approved by City Council to the Old Town North Chapter of Such Master Plan as Master Plan Amendment No. 2013-0004 and No Other Amendments, and to Repeal All Provisions of the Said Master Plan as May Be Inconsistent With Such Amendment. (Implementation Ordinance for the Master Plan Amendment for the 700 North Washington Street Project Approved by the City Council on October 19, 2013)

Attachments: [14-2024 Coversheet](#)
[14-2024 Ordinance](#)

- 17 [14-2027](#) Introduction and First Reading. Consideration. Passage on first reading of an Ordinance to Amend and Reordain Sheet No. 054.04 of the "Official Zoning Map, Alexandria, Virginia," Adopted by Section 1-300 (Official Zoning Map and District Boundaries), of the City of Alexandria Zoning Ordinance, By Rezoning the Property at 700 and 710 North Washington Street From CD-X/Commercial Downtown (Old Town North) Zone to CRMU-X/Commercial Residential Mixed Use (Old Town North) Zone in Accordance With the said Zoning Map Amendment Heretofore Approved by City Council as Rezoning No. 2013-0003. (Implementation Ordinance for the Map Amendment for the 700 North Washington Street Project Approved by City Council on October 19, 2013)

Attachments: [14-2027 Coversheet](#)
[14-2027 Ordinance](#)

- 18 [14-2060](#) Introduction and First Reading. Consideration. Passage on First Reading of an Ordinance to Amend and Reordain Section 4-802 (Permitted Uses) of Section 4-800 (OC/Office Commercial Zone), Section 4-902 (Permitted Uses) of Section 4-900 (OCM(50)/Office Commercial Medium (50) Zone), Section 4-1002 (Permitted Uses) of Section 4-1000 (OCM(100)/Office Commercial Medium (100) Zone) and Section 4-1102 (Permitted Uses) of Section 4-1100 (OCH/Office Commercial High) All of Article IV (Commercial, Office, and Industrial Zones) and Sections 5-102 (Permitted Uses) and 5-103 (Special Uses) of Section 5-100 (CRMU-L/Commercial residential Mixed Use (low), Sections 5-202 (Permitted Uses) and 5-203 (Special Uses) of Section 5-200 (CRMU-M/Commercial Residential Mixed Use (medium)), Sections 5-302 (Permitted Uses) and 5-303 (Special Uses) of Section 5-300 (CRMU-H/Commercial Residential Mixed Use (High)), and Section 5-402 (Permitted Uses) of Section 5-400 (CRMU-X/Commercial Residential Mixed Use (Old Town North) Zone) all of Article V (Mixed Use Zones) all of the City of Alexandria Zoning Ordinance, in Accordance With the Text Amendment Heretofore Approved by City

Council as Text Amendment No. 2013-0010 (Implementing Ordinance for the Text Amendment to Add Public School and Social Service Uses to the Commercial and Mixed Use Zones Approved By the City Council on October 19, 2013)

Attachments: [14-2060 Coversheet](#)
[14-2060 Ordinance](#)

- 19 [14-2062](#) Introduction and First Reading. Consideration. Passage on First Reading of an Ordinance to amend and reordain Section 11-500 (Special Use Permits) of Division B (Development Approvals) of Article IX (Development Approvals and Procedures) of the City of Alexandria Zoning Ordinance, in Accordance With the Text Amendment Heretofore Approved by City Council as Text Amendment No. 2013-0008 (Implementing Ordinance for the Text Amendment to Address Visitor and Guest Permits in the Residential Parking Permit Program Approved by the City Council on October 19, 2013)

Attachments: [14-2062 Coversheet](#)
[14-2062 Ordinance](#)

- 20 [14-2084](#) Introduction and First Reading. Consideration. Passage on First Reading of an Ordinance to Amend the Charter of the Alexandria Commission on Information Technology to Revise the Composition and Organization of the Commission; to Alter the Functions of Commission; and to Provide for Administrative and Logistical Support.

Attachments: [14-2084 ordcoverITCommission](#)
[14-2084 ordformITCommission](#)

END OF CONSENT CALENDAR

CONTESTED APPOINTMENTS

- 21 [14-2096](#) Alexandria-Caen Sister City Committee
1 Citizen Member

Attachments: [14-2096 Alexandria-Caen Sister City Comm](#)

- 22 [14-2095](#) Board of Zoning Appeals
1 Citizen Member

Attachments: [14-2095 Board of Zoning Appeals](#)

REPORTS AND RECOMMENDATIONS OF THE CITY MANAGER FOR DISCUSSION (60 min.)

- 23 [14-1975](#) Consideration of Extension of Waste Disposal and Service Agreement Among Alexandria and Arlington and Covanta Arlington/Alexandria, Inc.

for the Alexandria-Arlington Waste-to-Energy Facility.

Attachments: [14-1975 Attachment 1 Alexandria-Arlington Waste to Energy Facility ppt](#)
[14-1975 Attachment 2 Alexandria-Arlington Waste to Energy Facility](#)
[14-1975 Attachment 3- EPC Letter of Support](#)

- 24 [14-2035](#) Consideration of Receipt of a Report on Brick Sidewalk Update.

Attachments: [14-2035 Attachment 1 Brick Sidewalk Policy Change](#)
[14-2035 Attachment 2 Brick Sidewalk Policy Change](#)
[14-2035 Attachment 3 Brick Sidewalk Policy Change](#)
[14-2035 Attachment 4 Brick Sidewalk Policy ppt](#)

- 25 [14-1784](#) Consideration of Capital Bikeshare Update.

Attachments: [14-1784 Attachment 1 Capital Bikeshare Report](#)
[14-1784 Attachment 2 Capital Bikeshare Report](#)
[14-1784 Attachment 3 Capital Bikeshare Report](#)
[14-1784 Attachment 4 Capital Bikeshare](#)

- 26 [14-2036](#) Consideration and Acceptance of the Recommendations of the Taxicab Taskforce.

Attachments: [14-2036 Attachment 1 Taxicab Taskforce Recommendations](#)
[14-2036 Attachment 2 Taxicab Taskforce Recommendations](#)
[14-2036 Attachment 3 Taxicab Taskforce Recommendations.](#)
[14-2036 Attachment 4 Taxicab Taskforce Recommendations.](#)

REPORTS AND RECOMMENDATIONS FROM BOARDS, COMMISSIONS AND COMMITTEES

ORAL REPORTS BY MEMBERS OF CITY COUNCIL

ORAL PRESENTATIONS BY MEMBERS OF CITY COUNCIL

ORAL REPORT FROM THE CITY MANAGER

- 27 [14-2083](#) TPB-VRE Regional Transportation Update

Attachments: [14-2083 TPB-VRE Regional Transportation Update](#)

ORDINANCES AND RESOLUTIONS

- 28 [14-1993](#) Consideration of Resolution from the Landlord-Tenant Relations Board Regarding the Voluntary Rent Guidelines. [ROLL-CALL VOTE]

Attachments: [14-1993 2013 Voluntry Rent Guidelines Resolution](#)
[14-1993 Data Summary for 2013](#)

- 29 [14-2093](#) Consideration of a Resolution Giving Guidance in Regard to Replacing Foregone Voluntary Affordable Housing Contributions Deriving from the Development of the National Science Foundation Headquarters Building. [ROLL-CALL VOTE]
Attachments: [14-2093 NSF Guidance Resolution.docx](#)
- 30 [14-2042](#) Introduction and First Reading. Consideration. Passage on First and Second Reading of an Ordinance to Adopt Supplement Number 107 of the Alexandria City Code. [ROLL-CALL VOTE]
Attachments: [14-2042 supp107c.doc](#)
 [14-2042 supp107.doc](#)
- 31 [14-1969](#) Introduction and First Reading. Consideration. Passage on First and Second Reading of an Ordinance to Adopt Supplement 60 of the Zoning Ordinance. [ROLL-CALL VOTE]
Attachments: [14-1969 ZOSUPP60.doc](#)
 [14-1969 ZOSUPP60c.doc](#)

OTHER

- 32 [14-2065](#) Consideration of City Council Schedule.
Attachments: [14-2065 Council Calendar November2013 to June2014.docx](#)
- 33 [14-2108](#) Consideration of Convening a Closed Meeting for the Purpose of Consulting with Legal Counsel Regarding a Pending Legal Matter.
Attachments: [14-2108 exec session motion.doc](#)

*The Cablecast schedule of Government meetings on Channel 70 can be found here:
<http://apps.alexandriava.gov/Calendar/AltDisplay/VideoList.aspx>*

This docket is subject to change.

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Full-text copies of ordinances, resolutions, and agenda items are available in the Office of the City Clerk and Clerk of the Council. Meeting materials are also available on-line at alexandriava.gov/council.

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Legislation Details (With Text)

File #: 14-2085 **Name:**

Type: **Status:** Agenda Ready

File created: 10/30/2013 **In control:** City Council Legislative Meeting

On agenda: 11/12/2013 **Final action:**

Title: 5:30 p.m. - Work Session With the State Legislative Delegation

Sponsors:

Indexes:

Code sections:

Attachments: [14-2085_Agenda 2014 Leg Pkg Work Session.pdf](#)
[14-2085_WorkSession items 2014CityPkg \(2\).pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

5:30 p.m. - Work Session With the State Legislative Delegation

CITY COUNCIL WORK SESSION
with the
STATE LEGISLATIVE DELEGATION
TUESDAY, NOVEMBER 12, 2013
5:30 P.M.
COUNCIL WORKROOM

AGENDA

- | | |
|---|---|
| I. Welcome and Comments | <i>Mayor William D. Euille</i> |
| II. Review of the Legislative Package Proposals (See attached listing of proposals) | <i>Legislative Director Bernard Caton</i> |
| III. Discussion of Legislative Package | <i>City Council</i> |
| IV. Determination of Delegation Sponsors and Comments by Members of the General Assembly Delegation | <i>Delegate Charniele Herring Delegate Rob Krupicka Senator George Barker Senator Adam Ebbin Senator Richard Saslaw</i> |
| V. Discussion of Other Legislative Proposals | <i>General Assembly Delegation Members</i> |
| VI. Other Business | |

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**CITY COUNCIL WORK SESSION WITH THE
STATE LEGISLATIVE DELEGATION
ALEXANDRIA'S 2014 LEGISLATIVE PACKAGE
November 12, 2013**

2014 GENERAL ASSEMBLY SESSION: PROPOSED CITY PACKAGE ITEMS

A—MAJOR FISCAL ISSUES

1. State Budget and Local Revenues. The Governor and General Assembly should not further restrict local revenue authority or sources, such as BPOL, without providing alternative revenue authority and sustainable revenue sources; should not impose unfunded mandates on local governments; and should not shift state funding responsibilities onto local governments. The City asks its delegation to strongly support this position.

2. Transit Service Delivery Advisory Committee (TSDAC). Senate Joint Resolution 297 of the 2011 Session directed the Department of Rail and Public Transit (DRPT) to look into several issues relating to transit funding; DRPT made a report prior to the 2012 Session which focused on one issue only—whether there should be a new, performance-based system for allocating DRPT funds (State transit funds have traditionally been distributed using a formula that is based on the amount of funds spent by the locality on transit). The DRPT proposal had a number of drawbacks (e.g., it would have been impossible to accurately predict the amount of future state aid that would be available to local transit agencies; the integrity of data that would be the basis of funding decisions was questionable).

Although there was support in the 2013 Session for a formula that rewards the efficient delivery of services, there was also agreement that the DRPT proposed formula and its accompanying methodology was problematic. As a result, the General Assembly created a Transit Service Delivery Advisory Committee (TSDAC), made up of representatives of local government, transit providers, and DRPT. It directed TSDAC to develop a funding formula that rewards efficiency; the formula was to be used only for any State money over and above that which has traditionally been provided to local transit providers (approximately \$160 million annually)—in other words, this formula will be used only to distribute transit funds that result from the major transportation funding legislation (HB 2313) passed in the 2013 Session.

\ TSDAC has been meeting regularly since April, and has developed funding formula proposals (the Commonwealth Transportation Board has final authority over the formula) that are much more defensible than those developed last year. They do have shortcomings (e.g., they have been unable to develop a method of counting Metrorail ridership in a way that accurately allocates Northern Virginia transit ridership) that TSDAC hopes to address in the coming year. Even with these shortcomings, however, they will provide more new transit funding to the City than either the current distribution formula or the 2013 DRPT proposal would.

The City asks its General Assembly delegation to ensure that any TSDAC funding formula which is considered, and ultimately approved by the 2014 General Assembly, treats the City and Northern Virginia fairly. Furthermore, if there is insufficient data (e.g., WMATA ridership) to finalize any formula decisions, TSDAC should be directed to continue to address these shortcomings in 2014.

3. Transportation Funding. The City supported the major transportation funding legislation of 2013 (HB 2313). It addressed a long-standing City legislative position—the need for new State revenue for transit and other transportation. The Alexandria Transportation Commission recommends that the City carefully monitor any transportation funding legislation that is considered by the 2014 Session, and oppose any proposals that will lessen funds coming to Alexandria, or result in the City not receiving its fair share of any transportation revenues.

4. Cost of competing. Costs of competing funds are awarded to Northern Virginia school systems in recognition of the fact that our schools must pay higher salaries than schools in other parts of the State. The State has stopped providing full funding to school support positions. Providing insufficient State cost of competing funds simply shifts the burden to Alexandria and other Northern Virginia counties and cities. Council’s Legislative Subcommittee, as well as other Northern Virginia localities, recommends that the General Assembly support full funding for the cost of competing in the upcoming biennial budget.

B—REQUESTS FOR LEGISLATIVE OR BUDGET PROPOSALS TO BE INTRODUCED

1. Revisions to the City Charter. Councilman Wilson has asked that two revisions be requested for the City Charter:

- a. The first of these would eliminate a provision that prohibits the City Attorney from being the “legal advisor” to the School Board. Recent discussions have taken place between the School Board members and City Council members—these discussions included the City Attorney—with respect to the City Attorney’s office providing legal counsel to the School Board (the School Board currently contracts for legal assistance). While no final decision has been made, it would be helpful to amend the City Charter to remove this provision so that such a change can be made if agreed to by the School Board and City Council.
- b. The second proposed change would simply “clean up” the Charter provisions that refer to May Council and School Board elections. Three years ago, the City chose to move these elections to November, as allowed under State general law. References to May elections throughout the Charter will be changed to November.

2. Pedestrian Safety. Pedestrians, especially in densely populated communities, need assurance that when they use crosswalks to get across the street, oncoming drivers will not hit them. Unfortunately, Virginia law does not provide that assurance. Drivers are required to yield, but not necessarily stop, for pedestrians in crosswalks. This often

leaves a pedestrian guessing whether the oncoming traffic actually will stop so that the pedestrian can safely cross where he has right-of-way (in the crosswalk). For some time now, the City, together with other Northern Virginia localities and others throughout Virginia, has been seeking a change in state law to require drivers to stop (not just yield) for pedestrians in crosswalks. Councilman Wilson, and the City's Transportation Commission, request the City delegation to support such legislation if offered in the 2014 Session.

3. CSO Funding. Alexandria was recently issued a new discharge permit by the State Water Control Board. Included in the permit is a requirement that the City develop and implement a long-term plan to minimize the discharge of raw sewage from combined sewer pipes (which carry both storm water and sewage) when it rains. Preparing this plan will take several years, but after it is complete, it must be implemented. The cost could reach as much as \$200-300 million over a period of approximately 20 years. When Richmond and Lynchburg faced similar costs to address CSO issues in the 1980's (they are the only Virginia localities that have been required to make massive sewer line upgrades to address CSO problems), the General Assembly agreed to provide significant funding to assist these cities. Councilman Wilson would like the City to explore the possibility of State assistance for Alexandria, and recommends that we begin seeking State assistance for this from the Governor and General Assembly. The Environmental Policy Commission supports this recommendation, and also asks that the City seek additional State funding for other water quality needs.

4. ABC Laws and Wine Tastings. An Alexandria restaurant owner has hosted weekly wine tastings in her restaurant for some years now. The restaurant typically partners with one of its wine wholesalers, who will educate those tasting the wines about them, and also pour the wines that are being tasted. The restaurant owner believes this system is very valuable for all those involved, since the wholesaler knows more about the wine than the restaurant employees, and restaurant employees are not tied up with the tastings. Recently, the restaurant's wine distributors were notified by the State's Alcoholic Beverage Control agency that they are not allowed to participate in tasting events at local restaurants or combination retail/restaurant businesses. Not surprisingly, the wholesalers will no longer participate as partners in these tastings. As a result, the restaurant has stopped its weekly tastings, and will lose revenue from the lost wine sales (as well as other items bought by tasting customers).

Councilman Wilson has asked that the City's legislative delegation introduce legislation to allow participation by wholesalers in such tastings in the future.

5. Opportunity Educational Institution. Legislation passed by the 2013 General Assembly (and opposed by the City) creates a State school district, the Opportunity Educational Institution (OEI), to take over schools whose students perform poorly on required State standardized tests. The OEI is scheduled to start operating these schools by the beginning of the 2014-15 school year. One of the schools that are scheduled to be run by OEI is Jefferson-Houston. The legislation creating OEI includes no new money or specific plans to improve these problem schools. The City and ACPS do not believe that

the OEI legislation demonstrates any likelihood that the OEI can improve Jefferson-Houston, and they want control over all Alexandria schools left to the Alexandria School Board. The City of Norfolk has now filed suit on OEI, questioning its constitutionality. Councilman Wilson has recommended that the City ask its delegation to introduce legislation to eliminate the Opportunity Educational Institution (OEI), or to significantly modify its enabling legislation so that there is considerably greater local input and control over any Alexandria schools placed in OEI.

6. Condo Conversions. In 2007, with the City's strong support, the General Assembly enacted legislation to allow a disabled or elderly tenant to assign purchase rights to his unit to a government agency, housing authority, or nonprofit housing corporation in the case of a condominium conversion. The agency, authority, or nonprofit corporation then offers the tenant a lease of the unit at an affordable rent. The number of units that can be acquired this way cannot exceed five percent of the total number of units (or one unit, if five percent equals less than a full unit), or impede the condominium conversion process. Councilman Wilson has asked that the City support legislation extending the ability to assign purchase rights to any tenant; if an incremental step is needed that is not as broad, he suggests allowing families with minor children living at home to assign their purchase rights.

7. Flood Insurance. Councilman Wilson has asked that the Legislative Subcommittee discuss with the members of the delegation ways that the State might partner with localities to assist them in lowering their rating class in the Community Rating System for FEMA's National Flood Insurance Program. Lowering the class provides residents with additional discounts in this program.

Mr. Wilson asked that the delegation introduce a budget amendment to create a grant program to match local funding for efforts designed to lower rating classes. Staff is unable at this time to determine whether the City could likely amass enough additional points to improve its rating class.

8. Virginia Preschool Initiative (VPI). The Virginia Preschool Initiative is a State-sponsored program that provides State funding to be matched with local funding to pay for preschool for at-risk 4-year-olds. The current formula used to determine a locality's funding is based in part on the percentage of a locality's children that qualify for a free lunch through the USDA lunch program. For a child to be eligible for a free lunch, the child's family income must be at or below 130 percent of the federal poverty guidelines (this is slightly more than \$30,000 annually for a family of four).

The Department of Community and Human Services recommends that the City seek to have the eligibility level raised to 185 of poverty (slightly more than \$43,000 annually), which would cover more low-income families and provide preschool opportunities to more children. The Department also recommends that Virginia use more accurate numbers to project the number of preschool-aged children within a locality (projections are now based on free lunch eligibility forms submitted by all K-12 students, but older students often do not return forms to the school to indicate whether they are eligible for

free or reduced lunches; if State projections were based on the number of free lunch eligible kindergarten students only, the State projections of the number of VPI-eligible 4-year olds in a locality would be more accurate).

9. Community Net Metering (Environmental Policy Committee). House Bill 1695, as approved in the 2013 Session, allows agricultural customers to participate in community net metering programs. These programs allow electric customers to produce energy (using, for instance, solar power or windmills) and sell any excess back to their electric provider at a rate set by the State Corporation Commission. The Environmental Policy Commission recommends that legislation be introduced in 2014 to extend this authority beyond the agricultural sector to residential customers such as condominium or homeowner associations. If such association members were able to take advantage of net metering, unit owners who produce electricity could produce renewable energy from a common system and sell what they cannot use to their electricity provider (e.g., Dominion Virginia). This would not only save money for the homeowner—it would also reduce pollution that results from electricity produced by conventional technology (such as coal-fired power plants).

C— REQUESTS FOR LEGISLATION TO BE SUPPORTED OR INTRODUCED

1. Workers' Compensation Medical Costs in Virginia. Over the last decade, medical costs under Virginia's Workers' Compensation system have been substantially higher and growing much faster than workers' compensation medical costs in most other states, including all of our neighboring jurisdictions. A recent study (done by the Workers' Compensation Research Institute) showed that Virginia medical payments per claim were 25 percent higher than the median cost in 16 other states. The higher prices charged by providers were the main reason for the higher medical payments per claim. Costs per claim in Virginia grew 8 percent per year from 2005 to 2010.

Prices charged for non-hospital services in Virginia were 22 percent higher than was typical in the 16-state study group. For hospital outpatient services, the average payment per service was 27 percent higher than the median study state. Medical costs alone accounted for 72 percent of the growth in the Virginia cost per claim during the years 2004 to 2010. The average medical cost per workers' compensation claim in Virginia was \$17,100 in 1996; by 2010 that number had jumped to \$44,500. This number has only gone down one time in the last 15 years.

Forty-four states have adopted fee schedules to contain the rapid increase in the cost of providing treatment to workers' compensation claimants, and 32 of them use Medicare-based fee schedules. All states that border Virginia, as well as the District of Columbia, use such a fee schedule.

The Virginia Municipal League, together with many other public and private entities represented by the Virginia Self-Insurers Association on Workers' Comp issues, will seek approval of legislation in 2014 that will require Virginia to adopt Medicare-based fee schedules for setting medical provider fees in workers' compensation cases. The City's Finance Department recommends that the City support this legislation.

2. WMATA Fare Enforcement Inspectors. Early next year, a Bus Rapid Transit Route will begin operation in Alexandria. The following year, this route will extend into Arlington. Once the Arlington portion is open, riders will pay their fare before they board the bus. Since there will be no way for the bus operator to know if a rider has paid, WMATA (which will operate the service) plans to employ fare inspectors who would be authorized to issue citations or tickets to anyone who cannot demonstrate that he has paid his fare. WMATA does not believe that it has the authority for fare inspectors to do this in Virginia, so it plans to pursue a Virginia Code provision giving it such authority. WMATA has asked that the City (and Arlington) support this legislation.

3. Affordable Care Act & Medicaid Expansion (Public Health Commission/Economic Opportunities Commission). Under the Affordable Care Act (ACA) of 2010, each state has the option of expanding coverage under its Medicaid program to include all individuals with incomes up to and including 133 percent of the federal poverty index (the current federal poverty index for an individual is about \$11,000 a year; it is approximately \$19,000 for a family of three). This expanded coverage will be paid for entirely by the federal government for the first three years of the program; after that, the federal government will cover 90 percent of the cost, with the state responsible for the remainder.

The City's Public Health Advisory Commission and Economic Opportunities Commission recommend that the City and its legislative delegation support this option for three reasons:

1. It will provide coverage for many preventive health care services, especially for low-income women and children;
2. By covering individuals slightly above the federal poverty index, it will address many health disparities which are directly associated with poverty and low-income; and
3. It will help avoid the cost-shifting that already occurs, as low-income, uninsured people turn to local governments and nonprofits for their health care.

4. Prohibit Housing Discrimination Based on the Source of Income (Economic Opportunities Commission). In 1968 the federal government passed the Fair Housing Act, which prohibits housing discrimination based on factors such as race, color, religion, national origin, gender, elderliness, or familial status. Virginia enacted similar legislation in 1972.

In recent years, a number of states have added source of income to the list of discriminatory factors which are prohibited under fair housing laws. Source of income is generally defined as any lawful source of income paid directly or indirectly to a renter or purchaser of housing, including wage, pensions, alimony, child support, or government assistance. States have made this change in respect especially to renters, who say that landlords will sometimes not rent to them because a portion of their income is from government assistance, such as Section 8; or because landlords set higher security

deposits or minimum incomes for them. The Economic Opportunities Commission has asked the City to support such a bill if it is introduced in 2014.

5. Constitutional and Statutory Provisions Prohibiting Same Sex Marriages (Human Rights Commission). In 2006, the Virginia Constitution was amended to prohibit marriage other than “between one man and one woman.” This amendment also prohibits any “legal status for relationships of unmarried individuals that intends to approximate the design, qualities, significance, or effects of marriage.” A similar prohibition was inserted into the Virginia Code in 2004. That provision (§ 20-45.3) prohibits civil unions, partnership contracts or other similar arrangements between persons of the same sex. The Human Rights Commission recommends that the City support any legislation to repeal either the constitutional provision or the Affirmation of Marriage Act.

6. Provide Funding Statewide for Peer Model Recovery Support Services (CSB). For the last two years, the State has funded a Peer Model Recovery program for adults with Substance Abuse issues in Northern Virginia. This program has been very successful in promoting sustained recovery and self-sufficiency among individuals in the region who have alcohol and other substance use disorders. A Peer Recovery Support Specialist provides peer addiction recovery support services before, during, and after a substance abuser’s participation in a formal treatment system. Funding for the program runs out at the end of the biennium (June 30, 2014). The Alexandria CSB and other Northern Virginia CSBs are seeking \$130,000 in State funding for each year of the coming biennium to continue this program.

7. Expand Housing Options for Persons with Serious Mental Illness (CSB). There is very limited permanent supportive housing available for people with Serious Mental Illness (SMI). Services to support people with SMI, including psychiatry, medication, case management, mental health supports, and counseling, are also very limited. The lack of these services further impact the ability of individuals to keep housing once they have acquired it. Consequently, many of these individuals become homeless, end up in hospital emergency rooms, and often become incarcerated or hospitalized in a psychiatric facility.

Alexandria’s CSB, together with the other CSBs in Northern Virginia, would like \$3.2 million in biennial funding for a pilot program to provide both housing and services in a manner similar to that which exists in the Discharge Assistance Program (this Program provides a package of services for people leaving state facilities). The funding would pay for housing and support services, including case management, for approximately 140 individuals at the start of the program, and possibly more once it has been fully implemented. These individuals would then be able to avoid more expensive and less appropriate hospitalization and incarceration. If the program is successful, permanent State funding would be requested in the next biennium.

8. Expand Comprehensive Services for Youths with Serious Emotional Disturbances and their Families, Including Intensive In-Home Services (CSB). There is a need for the expansion of comprehensive services for youths with serious emotional disturbances who

do not require placement in a residential or inpatient (e.g., hospital) setting. A comprehensive strategic plan needs to be developed that will identify, and lead to the implementation of, a plan for collaborative services across agencies within the community. Such a plan must fully involve the youth's family, and will include intensive family- and community-based programs. These programs will address the complex behavioral, psychiatric and substance use problems of the youth. Participants, in addition to the youth and their families, will be schools, teachers, and friends. In-home respite care is a critical part of this program. Funds are needed for a regional pilot (\$1.1 million) that will build on existing CSB programs within the Northern Virginia region. The program's success will be judged on the basis of the number of youths kept in their homes and schools, and out of the criminal justice system. Other measures of success will be improvements in family relations, a decrease in adolescent psychiatric symptoms, and a decrease in adolescent drug and alcohol use.

9. Protect Employees of All Firms with Five or More Employees from Age Discrimination (Human Rights Commission). Virginia anti-discrimination statutes currently protect only employees of employers with 5 to 14 employees from being wrongfully terminated (on the basis of race, religion, etc.). Federal law generally applies to employers with 15 or more employees. Federal law prohibiting age discrimination, however, applies only to employers with 20 or more employees. The Human Rights Commission recommends fixing this discrepancy by amending the Virginia Human Rights Act so that it prohibits the various types of employment discrimination (hiring, termination, age, and terms and conditions of employment) for any employer with five or more employees, unless the employer is subject to federal jurisdiction. This will allow age discrimination to be treated the same as other forms of discrimination.

10. Early Voting (Human Rights Commission). The Human Rights Commission has asked that the City support legislation to allow unrestricted early voting (i.e., early voting for any reason).

11. Restoration of Voting Rights for Felons (Human Rights Commission). Under Virginia law, any person convicted of a felony forfeits certain civil rights for life, including the right to vote. The Virginia Constitution reserves to the Governor the power to restore these rights. Although the current Governor and his two most recent predecessors have used a streamlined process instituted by executive order, this process relies totally on the good will of each individual governor. Virginia's process for restoring rights has traditionally been one of the most restrictive in the nation. The Human Rights Commission recommends that the General Assembly institutionalize a streamlined process (similar to that being used by the McDonnell administration) for the restoration of voting rights to ex-felons by statute, or begin the process for a Constitutional amendment that automatically restores voting rights upon completion of a felon's sentence.

12. Caps on Interest Paid on Payday and Auto Title Loans (Economic Opportunities Commission). Virginia allows both payday loans—short-term loans pledged against a future paycheck or government benefit check—and auto title loans, which are secured by

a car's title. Fifteen states (including neighbors Maryland, North Carolina, and West Virginia) and the District of Columbia currently ban high-cost, short-term loans by setting a maximum annual interest rate of 36 percent including fees. Under the federal Military Lending Act, military service members and their families are also protected from these expensive and predatory loans. A 2009 Virginia law restricted payday loans to 36 percent annual interest but permitted two additional fees that increase the actual interest rate above this level. In 2012, according to the State Corporation Commission, the average annual interest rate for car title loans was 224 percent; for payday loans it was 305 percent.

The Economic Opportunities Commission has asked the City and its legislative delegation to support legislation to cap the interest rate on short-term loans at 36 percent annual interest inclusive of all fees.

13. Renewable Portfolio Standard (Environmental Policy Committee). State law sets voluntary goals for investor-owned electric utilities to follow in providing a certain amount of their power from renewable energy sources; if they follow these goals, they are given certain financial rewards. This power does not have to be produced in Virginia or by Virginia businesses—it can be purchased from out-of-state entities. The Environmental Policy Committee has recommended that the City support legislation that would require all “Renewable Portfolio Standard” energy to come from Virginia-based projects, beginning in 2015. Existing projects and purchases of Renewable Energy Credits (RECs) that have been used to meet the current REC standard would remain approved and count moving forward. The Commission notes that this would provide cleaner air in Virginia and give a boost to the State's renewable energy industry.

14. Energy Conservation (Environmental Policy Committee). Prior to 2012, Virginia was one of the few states that used a formula that evaluates potential energy saving and conservation projects based on how they impact energy users who do not participate in the conservation program. This approach made it much harder for a public utility to justify the return on investment for an energy conservation project. Legislation passed in 2012 with the City's support (SB 493) redefined the standards to be used by the State Corporation so that it evaluates conservation projects based on the total energy savings and return on investment they create for the entire state. The statute now specifies four tests that can be used to demonstrate that the value of the benefits exceeds the value of the costs. A project cannot be rejected by regulators (the State Corporation Commission, or SCC) just because it fails one test. Observers believe that the SCC is misinterpreting the 2012 legislation, and relying too heavily on only one of the four tests. The Environmental Policy Commission believes that legislation will be introduced in 2014 to:

- (1) make clear that the SCC cannot rely on one test alone; and
- (2) require the SCC to consider both direct value to ratepayers as well as the cost savings that utilities will see as a result of a conservation project (the project will lessen the need for new power sources).

The Environmental Policy Committee recommends that the City support such legislation.

15. National Criminal Background Checks for Those Who Provide Child Day Care (Children, Youth and Families Collaborative Commission). The Code of Virginia (§19.2-392.02) allows child care businesses to request from the State Police a national criminal background check for any of its employees. For the State Police to perform this check, the employee must provide fingerprints. Child day care providers say that the results of the background checks are often not known for six weeks or more, and they cannot let the employee interact with children while they are awaiting the results. The Children, Youth and Families Collaborative Commission asks that the City support legislation (which is expected to be introduced) to speed up this process.

16. Child Day Care Subsidies (Children, Youth and Families Collaborative Commission). Low-income families with young children are eligible for State financial assistance to provide day care for their children. The State conducts a market survey of the fees charged by child care providers, and is supposed to adjust its rates to reflect the findings of the market survey. Unfortunately, the State often fails to adjust its rates to correspond to what the market charges. The most recent increase for rates for infants and toddlers in child day care was in 2010; the payment rate for preschoolers and school age children was raised more recently—in January 2013.

Even with these increases, the State subsidies are far below what the market demands. The federal government considers the market rate to be 75 percent of what the average person pays for unsubsidized child day care. The Virginia payment rates are closer to 30 percent of the cost of unsubsidized child day care. If insufficient funds are provided to parents, they may not have access to good child day care, resulting in the inability to become—and stay--employed. The Children, Youth and Families Collaborative Commission recommends that the City and its delegation seek a meaningful increase in State funds provided for child day care, so that the State can adopt more realistic payment rate.

17. Northern Virginia Aging Network (NVAN) Platform (Commission on Aging). The Commission on Aging asks that the City support the following items in the legislative platform of the Northern Virginia Aging Network:

- Enact legislation to allow civil suits to protect vulnerable adults from being financially exploited by those in a position of trust.
- Allow no-excuse absentee voting, and enhance accessibility for people who may need assistance registering or casting a ballot.
- Support policies to enhance the livability of communities that accommodate aging in place.
- Increase State funding for community-based services offered through Area Agencies on Aging.
- Expand Medicaid coverage under the Affordable Care Act to include all individuals with incomes up to and including 133 percent of the federal poverty index.
- Increase Medicaid reimbursement rates for long-term care workers.

- Provide an additional \$100,000 annually to the Northern Virginia Regional Older Adult Facilities Mental Health Support Team (RAFT) to expand community-based clinical services for adults 65 and over with serious mental illness.
- Provide additional State funds for the Virginia Public Guardianship Program.
- Increase funding for the Assisted Living Auxiliary Grant program and make it totally state-funded, as well as portable.
- Ensure that nursing home residents receive notice of the right to return to a nursing home following a hospital stay.
- Appropriate funds for adequate local and state long-term care ombudsman staffing levels.
- Enact a Medicare Part A “Buy-In Agreement” that allows individuals to enroll in Medicare Part A at any time during the year.

18. State Funding for the ICPRB (Environmental Policy Committee). The Interstate Commission on the Potomac River Basin (ICPRB) provides data and modeling that is critical to Northern Virginia and metropolitan Washington regional water supply planning. Legislation that would have terminated Virginia’s membership in the ICPRB was considered, but not agreed to, in the 2012 General Assembly Session. State funding to the organization, however, was discontinued. While the ICPRB has allowed Virginia to continue to participate in its work, and has continued to include Virginia localities in any data-gathering and modeling it undertakes, it cannot continue to do this indefinitely without financial support from the Commonwealth. The City’s Environmental Policy Committee recommends that the City support budget amendments to restore State funding for the ICPRB.

19. Tax on Plastic Bags. Senator Ebbin introduced legislation in the 2013 Session that would have imposed a fee of five cents per bag on paper and plastic bags used by grocery stores, convenience stores, and pharmacies. The bill would have exempted from the fee any reusable plastic bags, as well as bags used for ice cream, meat, fish, poultry, leftover restaurant food, newspapers, dry cleaning, alcoholic beverages, and prescription drugs. Retailers would have been allowed to retain a portion of the fees they collected. The remainder of the revenues raised by the fee would have been deposited in the Virginia Water Quality Improvement Fund, which makes grants to public entities for water quality improvement projects. Although the 2013 legislation was defeated, Senator Ebbin intends to introduce similar legislation in 2014. He believes he may increase the bill’s chance for passage if he limits its applicability to Northern Virginia, and can state that all localities in the region support its passage. Senator Ebbin has asked that the City support this legislation. The City has supported similar legislation in the past.

D— REQUESTS FOR LEGISLATION TO BE OPPOSED

1. Obstacles to voting (Human Rights Commission). The Human Rights Commission recommends that the City oppose any legislation that would create additional obstacles or barriers to voting.

2. Immigration/Law Enforcement (Human Rights Commission). The Human Rights Commission asks the City to continue to oppose legislation that would require local law enforcement officials to enforce federal immigration laws.

3. Immigration/Higher Education (Human Rights Commission). The Human Rights Commission asks the City to continue its opposition to legislation that restricts access to higher education by undocumented persons, unless it includes safeguards such as those proposed by Governor Warner in 2003 (i.e., residency in Virginia during high school and at least 5 years prior to graduation; graduation from a Virginia high school; ongoing pursuit of permanent residency in the U.S.; and family payment of Virginia income taxes for at least three years prior to college enrollment).



Legislation Details (With Text)

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| File #: | 14-2076 | Name: | minutes of oct 19 and oct 22 |
| Type: | Minutes | Status: | Agenda Ready |
| File created: | 10/28/2013 | In control: | City Council Legislative Meeting |
| On agenda: | 11/12/2013 | Final action: | |
| Title: | The Public Hearing Meeting Minutes of October 19, 2013; and The Regular Meeting Minutes of October 22, 2013. | | |
| Sponsors: | | | |
| Indexes: | | | |
| Code sections: | | | |
| Attachments: | 14-2076 oct 19 minutes.pdf 14-2076 oct 22 minutes.pdf | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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The Public Hearing Meeting Minutes of October 19, 2013; and
The Regular Meeting Minutes of October 22, 2013.

**City of Alexandria
Meeting Minutes
Saturday, October 19, 2013
9:30 A.M.
Council Chambers**

Present: Mayor William D. Euille, Vice Mayor Allison Silberberg, Members of Council John Taylor Chapman, Timothy B. Lovain, Redella S. Pepper, Paul C. Smedberg and Justin M. Wilson.

Absent: None.

Also Present: Mr. Young, City Manager; Mr. Banks, City Attorney; Mr. Fletcher, Special Assistant to the City Manager; Mr. Jinks, Deputy City Manager; Ms. Evans, Deputy City Manager; MS. Hamer, Director, Planning and Zoning (P&Z); Mr. Baier, Director, Transportation and Environmental Services (T&ES); Mr. Spengler, Director, Recreation, Parks, and Cultural Activities (RPCA); Ms. Anderson, Assistant City Attorney; Ms. Triggs, Director, Office of Finance; Ms. McIlvaine, Deputy Director, Office of Housing; Ms. Dastgheib, Principal Planner, T&ES; Mr. Moritz, Deputy Director, P&Z; Mr. Cox, Historic Preservation Manager, P&Z; Mr. Randall, Urban Planner, P&Z; Ms. Sample, Urban Planner, P&Z; Ms. Contreras, Urban Planner, P&Z; Ms. Collins, Urban Planner, P&Z; Mr. Browand, Division Chief, RPCA; Ms. Lo, Urban Planner, RPCA; Mr. Farner, Deputy Director, P&Z; Mr. Geratz, Principal Planner, P&Z; Ms. Friedlander, Urban Planner, P&Z; Ms. North, Urban Planner, P&Z; Ms. Smith, Director, Office of Management and Budget; Mr. Marcuson, Deputy Director, T&ES; Ms. Blackford, Communication Officer, Office of Communication and Public Information; Ms. Riddy, Communications, RPCA; Mr. Catlett, Director, Code Administration; Ms. O'Donnell, Assistant City Attorney; Ms. McLean, Information Technology Services; and Mr. Lloyd.

Recorded by: Gloria Sitton, Deputy City Clerk and Clerk of Council.

OPENING

1. Calling the Roll.

The meeting was called to order by Mayor Euille, and the Deputy City Clerk called the roll. All the members of Council were present.

New Business Item #1: Mayor Euille announced the passing of former Council member Lois Walker and he asked all present to participate in a moment of silence to remember her service and dedication to the City of Alexandria.

2. Public Discussion Period.

The following persons participated in the public discussion period:

(a) Jack Sullivan, 4300 Ivanhoe Place, spoke about sanitary sewer in the City of Alexandria and how the pollution is going into the Potomac. Mr. Sullivan distributed a packet of information describing the problem and requested a change in the notification that the City has posted throughout the City to accurately reflect the amount of raw sewage that is flowing into the Potomac River.

(b) Miles Holtzman, 204 Oronoco Street, representing the Old Dominion Boat Club, stated that at the most recent meeting of the Old Dominion Boat Club (ODBC), the Board decided to provide the City with a walkway across its property adjacent to the river, at a width to be determined by the two parties. Mr. Holtzman noted that the walkway would be integrated into a flood mitigation plan amendable to both parties. Mr. Holtzman also noted that the ODBC looks forward to achieving the mutual goals.

(c) Cindy Engelhart, 3223 Ravensworth Place, thanked Council for reviewing the City's recreational facilities and requested that Council consider the addition of a senior pool, one that has a warmer water temperature, to keep senior citizens active and as a vital part of the community.

(d) Poul Hertel, 1217 Michigan Court, stated that public discourse between the public bodies (boards and commissions) and civic associations has become strained with those bodies being condescending and uncivilized to certain associations and community members. Mr. Hertel requested that the Council have a serious conversation about civil conversation and civic discourse during meetings.

REPORTS OF BOARDS, COMMISSIONS AND COMMITTEES

ACTION CONSENT CALENDAR

Planning Commission

None.

END OF ACTION CONSENT CALENDAR

OTHER

3. Public Hearing to Obtain Citizens' Input on the City's Proposed Fiscal Year 2015 Budget and Capital Improvement Program (CIP).

(A copy of the City Manager's memorandum dated October 2, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 3; 10/19/13, and is incorporated as part of this record by reference.)

The following persons participated in the public hearing for this item:

(a) Velma Scott-Boyle, 8794S Sacramento Road, Alexandria, representing, PRS, Inc., spoke in support of the City funding the Hope Project, which provides connection for individuals needing services from the Community Services Board.

(b) Howard Bergman, 101 Quay Street, supports the staff recommendation for a multiyear financial plan for Fiscal Year (FY) 2015. Mr. Bergman suggested Council should decide how much of the shortfall will be covered through program cuts and tax increases, debt service should be held to ten percent of revenues, and there should be a critical review of the capital review program.

(c) Sammie Moshenberg, 408 Hume Avenue, representing Tenants and Workers United, spoke about funding for additional affordable housing in the City. Ms. Moshenberg requested that Council prioritize and provide resources for affordable housing in FY2014 and the restoration of the one cent set aside for affordable housing and ensuring that funds be available for implementing the City's upcoming Housing Master Plan.

(d) Don Buch, 389 Livermore Lane, stated that the City needs to address the financial planning time horizon for the City's finance, make holistic financial decisions, provide a more transparent explanation of the City's debt limit, and the include a sources and uses analysis in the process.

(e) David Kaplan, 418 Queen Street, stated his general support of the budget and applauded the strides made in the area of mass transit. Mr. Kaplan stated support of the money being set aside in the budget to conduct a lighting survey and he requested that the City reinstate the reporting of streetlight outages on the City's website.

(f) Bob Wood, 711 Potomac Street, stated he supported the alignment of the budget with the strategic planning process going forward. Mr. Wood suggested that the City should examine the financial health of the City over time as planned or unexpected costs occur.

(g) Michael Hobbs, 419 Cameron Street, spoke about the Capital Improvement Program and the increased spending that will be coming in future years and he requested that Council carefully examine the capital expenditure needs before spending multimillions on capital projects.

(h) Sharon Annear, 1118 North Howard Street, stated that the citizens should be included in the budgeting process and requested that citizens should be educated about the budgeting process as changes are made. Ms. Annear supported the staff recommendation for multiyear financial planning.

(i) Norman James Bonds, 521 Henry Street, spoke about his experience with the Project Hope program and requested funding to keep the program available to citizens in need.

WHEREUPON, upon motion by Vice Mayor Silberberg, seconded by Councilwoman Pepper and carried unanimously, City Council closed the public hearing to obtain citizens' input on the City's Proposed Fiscal Year 2014 Budget and Capital Improvement Program (CIP). The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

REPORTS AND RECOMMENDATIONS OF THE CITY MANAGER

4. Public Hearing of Recommendations from the City Council Naming Committee on the Proposal to Name the City Owned Former Duron Paint Building: The Conservatory Center at Four Mile Run Park.

(A copy of the City Manager's memorandum dated October 2, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 4; 10/19/13, and is incorporated as part of this record by reference.)

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Councilman Wilson and carried unanimously, City Council closed the public hearing and approved the recommendation of the City Council Naming Committee for the naming of the former Duron Paint Building: The Conservatory Center at Four Mile Run Park. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

5. Public Hearing of Recommendation From the City Council Naming Committee on the Proposal to Name the City Fields on Braddock Road: The Lenny Harris Memorial Fields At Braddock Park.

(A copy of the City Manager's memorandum dated October 2, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 5; 10/19/13, and is incorporated as part of this record by reference.)

The following persons participated in the public hearing for this item:

(a) Deborah Harris, 16347 Eagle Flight Circle, spoke in support of renaming the park in honor of Lenny Harris and thanked the community for the honor.

(b) Harold Harris, 8634 Venoy Court, spoke in support of renaming the park in honor of Lenny Harris.

(c) Anthony Suggs, Sr., 3356 Cape May Court, Dumfries, Va., spoke in support of renaming the park in honor of Lenny Harris and his impact on him and the surrounding community.

(d) Sandra Harris Walton, 7321 Rhondda Drive, spoke in support of renaming the park in honor of Lenny Harris.

(e) Joyce Rawlings, 327 Wesmond Drive, spoke in support of renaming the park in honor of Lenny Harris.

(f) Lynn Nelson, 6145D Edsall Road, spoke in support of renaming the park in honor of Lenny Harris.

(g) Bill Cleveland, 2121 Jamieson Avenue, spoke in support of renaming the park in honor of Lenny Harris.

(h) Dawud Rawlings, 327 Wesmond Drive, representing the Alexandria NAACP, spoke in support of renaming the park in honor of Lenny Harris.

(i) Nisa Harper, 312 Hopkins Court, spoke in support of renaming the park in honor of Lenny Harris.

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Councilman Chapman and carried unanimously, City Council closed the public hearing and approved the recommendation of the City Naming Committee to rename the City Fields on Braddock Road: The Lenny Harris Memorial Fields at Braddock Park. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

REPORTS OF BOARDS, COMMISSIONS AND COMMITTEES (continued)
Planning Commission (continued)

6. Special Use Permit #2013-0057
426 E. Monroe Ave. - Simpson Stadium Park
Public Hearing and Consideration of a request to install lighting and to install light poles greater than 15 feet in height at an existing dog exercise area in Simpson Stadium Park; zoned POS/Public Open Space. Applicant: City of Alexandria, Department of Recreation, Parks and Cultural Activities
Planning Commission Action: Recommend Approval 7-0

(A copy of the Planning Commission report dated October 1, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 6; 10/19/13, and is incorporated as part of this record by reference.)

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilwoman Pepper and carried unanimously, City Council closed the public hearing and approved the Planning Commission recommendation. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

7. Alexandria Playspace Policy
Public Hearing and Consideration of the adoption of a public playspace policy. Staff: Department of Recreation, Parks and Cultural Activities.
Planning Commission Action: Recommend Adoption 7-0

(A copy of the Planning Commission report dated October 1, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 7; 10/19/13, and is incorporated as part of this record by reference.)

Mr. Spengler, Director of Recreation, Parks and Cultural Activities, responded to questions from Council about retrofitting current plans to include the playspace policy and unification of playspace implementation and use throughout the City. Council also requested looking at adding public art to the future playspaces throughout the City.

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Councilmember Lovain and carried unanimously, City Council closed the public hearing and approved the Planning Commission recommendation. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

8. Special Use Permit #2011-0014
3601 & 3951 Jefferson Davis Highway - Dominion Virginia Power Electrical Terminal
Public Hearing and Consideration of a request for an extension of an SUP approval and the removal of the Condition of Expiration for an electrical terminal station; zoned CDD-10/Coordinated Development District 10. Applicant: Dominion Virginia Power represented by Elizabeth Harper
Planning Commission Action: Recommend Approval 7-0

(A copy of the Planning Commission report dated October 1, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 8; 10/19/13, and is incorporated as part of this record by reference.)

Mr. Farner, Deputy Director, Planning and Zoning, and Ms. Friedlander, Urban Planner, Planning and Zoning, gave a presentation of the report and responded to questions from Council about the special use permit.

The following persons participated in the public hearing on this item:

(a) Howard Middleton, 3110 Fairview Park Drive, Falls Church, Virginia, attorney representing the applicant, spoke in support of the Special Use Permit (SUP).

(b) Judy Guse-Noritake, 605 Prince Street, representing the Park and Recreation Commission and the Four Mile Run Joint Task Force, spoke in support of the SUP and responded to questions from Council.

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Councilman Wilson and carried unanimously, City Council closed the public hearing. The vote was follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Vice Mayor Silberberg and carried unanimously, City Council approved the Planning Commission recommendation. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

9. Special Use Permit #2013-0065
607 Notabene Drive - Day Care Center
Public Hearing and Consideration of a request to operate a day care center and a request for a parking reduction; zoned RA/Residential Multi-Family.
Applicant: The Child and Family Network Centers represented by Lee Jackson
Planning Commission Action: Recommend Approval as amended 6-0

(A copy of the Planning Commission report dated October 1, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 9; 10/19/13, and is incorporated as part of this record by reference.)

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilwoman Pepper and carried unanimously, City Council closed the public hearing and approved the Planning Commission recommendation. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

10. Text Amendment #2013-0010
Public Schools and Social Service Uses
Public Hearing and Consideration of a text amendment to the Zoning Ordinance to add public schools and social service uses in certain zones. Staff: Department of Planning and Zoning
Planning Commission Action: Initiated and Recommend Approval 7-0

(A copy of the Planning Commission report dated October 1, 2012, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 10; 10/19/13, and is incorporated as part of this record by reference.)

Mr. Moritz, Deputy Director, Planning and Zoning, gave a presentation and responded to questions from Council about the Text Amendment.

The following person participated in the public hearing for this item:

- (a) Duncan Blair, 524 King Street, attorney representing the applicant, spoke in support of the text amendment.

WHEREUPON, upon motion by Councilman Smedberg, seconded by Councilman Wilson and carried unanimously, City Council closed the public hearing and approved the Planning Commission recommendation. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

11. Special Use Permit #2013-0060
4401 Ford Avenue - Intellectual Disability Day Support Program
Public Hearing and Consideration of a request to operate a social service use; zoned CRMU-H/Commercial Residential Mixed Use High. Applicant: City of Alexandria
Department of Community & Human Services
Planning Commission Action: Recommend Approval 6-0

(A copy of the Planning Commission report dated October 1, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 11; 10/19/13, and is incorporated as part of this record by reference.)

Mr. Randall, Urban Planner, Planning and Zoning, gave a presentation of the special use permit.

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilwoman Pepper and carried unanimously, City Council closed the public hearing and approved the Planning Commission recommendation. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

12. Vacation #2013-0003
1607 & 1609 Russell Road
Public Hearing and Consideration of a request for a vacation of public right-of-way; zoned R-5/Single-family. Applicant: Robert J. and Karen F. Kaufman
Planning Commission Action: Recommend Approval 6-0

(A copy of the Planning Commission report dated June 4, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 12; 10/19/13, is incorporated as part of this record by reference.)

Mr. Randall, Urban Planner, Planning and Zoning, gave a presentation and he, along with Mr. Baier, Director, Transportation and Environmental Services (T&ES) and Ms. Anderson, Assistant City Attorney, responded to questions from Council about the proposed vacation.

The following persons participated in the public hearing on this item:

(a) Tracy Themak, 117 Oronoco Street, attorney for the property owner, provided a status update on the three-party agreement necessary for the vacation and responded to questions from Council. Ms. Themak requested that the agreement include the scope of work, the restoration of the original property, and independent review of the project.

(b) Doris Boehling, 117 West Monroe Avenue, spoke about her interest in the property proposed for vacation and requested use of a portion of the property.

(c) Rob Kaufman, 1609 Russell Road, spoke in support of the request and responded to questions from Council about the vacation.

WHEREUPON, upon motion by Councilman Smedberg, seconded by Councilwoman Pepper and carried unanimously, City Council closed the public hearing and approved the Planning Commission recommendation. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

Mayor Euille appointed the following viewers for the vacation: Dak Hardwick (chair), Raighne Delaney, and Jeanette Ankoma-Sey.

13. Vacation #2013-0004
3001 N. Beauregard Street and 3003 E. Campus Drive
Public Hearing and Consideration of a request to vacate a portion of public access and emergency vehicles easements; zoned RA/Residential Multi-Family. Applicant: Northern Virginia Community College Planning Commission Action: Recommend Approval 6-0

(A copy of the Planning Commission report dated October 1, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 13; 10/19/13, is incorporated as part of this record by reference.)

Mr. Randall, Urban Planner, Planning and Zoning, gave presentation of the proposed

vacation.

Councilwoman Pepper requested an update on the protected forestry and land near the vacated area.

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Councilman Smedberg and carried unanimously, City Council closed the public hearing and approved the Planning Commission recommendation. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

Mayor Euille appointed the following viewers for the vacation: Mindy Lyle (chair), Benjamin Klein, and John Hemphill.

14. Text Amendment #2013-0008
Residential Parking Permits
Public Hearing and Consideration of a request for an amendment to the
Zoning Ordinance to add a new Section 11-514 concerning visitor and guest
parking permits. Staff: Department of Transportation and Environmental Services
Planning Commission Action: Initiated and Recommend Approval 5-2

(A copy of the Planning Commission report dated October 1, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 14; 10/19/13, is incorporated as part of this record by reference.)

Mr. Baier, Director, Transportation and Environmental Services, along with Ms. Dastgheib, Urban Planner, Transportation and Environmental Services, gave a presentation on the parking permits text amendment and they, along with Ms. Anderson, Assistant City Attorney and Ms. Hamer, Director, Planning and Zoning, responded to questions from Council.

The following persons participated in the public hearing for this item:

(a) Robert Rowe, 507 Princess Street, representing the Bulfinch Square Homeowners Association, stated that the homeowners association was not part of the community dialogue and will be affected by the changes to the parking permits process. Mr. Rowe pointed out that they were part of the negotiations with Chatham Square during the development and on-street parking was excluded on purpose. Mr. Rowe objected to the loosening of the previous SUP and would set a precedent for future developments.

(b) Jennifer Warren, 330 North Royal Street, stated that all residents with a stake in the process were not allowed to participate and requested that City staff try to facilitate a community solution to the parking issue.

(c) Mark Abramson, 409 Princess Street, representing Chatham Square, spoke in support of the text amendment.

(d) Adam Hardinger, 424 Cook Street, representing Chatham Square, spoke in support of the text amendment.

(e) Lewis Thurman, 420 Oronoco Street, representing the Chatham Square

Homeowners Association Board, spoke in support of the text amendment.

(f) Dino Drudi, 315 North West Street, spoke against the text amendment.

(g) Jeffrey Dienno, 418 Princess Street, expressed concern about the residents' ability to obtain guests parking permits, the City's enforcement ability and the City's ability to prevent abuse of the permits.

(h) Carolyn Merck, 324 North Royal Street, spoke against the text amendment.

(i) Susan Brita, 420 Princess Street, spoke against the text amendment.

(j) Cathleen Curtin, 501 Princess Street, spoke against the text amendment and requested a community solution and a deferral of the text amendment approval until a workable solution is reached.

(k) John Sheridian, 408 Pendleton Street, spoke in support of the text amendment.

(l) Michael Hobbs, 419 Cameron Street, representing the Old Town Civic Association, requested that Council defer action on this item and work with neighborhoods to come up with a solution that all can agree on.

(m) James Doll, 402 Pendleton Street, spoke in support of the text amendment.

(n) Poul Hertel, 1217 Michigan Court, stated that agreements that the developments entered into should be honored.

WHEREUPON, upon motion by Councilman Smedberg, seconded by Councilmember Lovain and carried unanimously, City Council closed the public hearing and approved the Planning Commission recommendation. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

Council requested that Transportation and Environmental Services staff bring back in thirty days some recommendations for consideration regarding enforcement and distribution (addressing transparency) of guest parking passes.

PLEASE NOTE: City Council considered docket item #15 prior to docket item #14.

15. Special Use Permit #2013-0053
650 Maskell St. - The Station at Potomac Yard Condominium
Public Hearing and Consideration of a request for a parking reduction in exchange for affordable housing pursuant to Section 7-700 of the Zoning Ordinance; zoned CDD-10 / Coordinated Development District 10. Applicant: Alexandria Potomac Station Limited Partnership by Duncan W. Blair, attorney
Planning Commission Action: Recommend Approval 6-0

(A copy of the Planning Commission report dated October 1, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 15; 10/19/13, is

incorporated as part of this record by reference.)

Mr. Geratz, Urban Planning, Planning and Zoning, gave a presentation of the special use permit and he along with Ms. McIlvaine, Deputy Director, Office of Housing responded to questions from Council about the parking reduction and financial effects of the parking lease and the creation of a policy of allowing parking leases at other properties.

The following person participated in the public hearing for this item:

(a) Duncan Blair, 524 King Street, attorney for the applicant, spoke in support of the SUP and responded to questions from Council.

WHEREUPON, upon motion by Councilman Smedberg, seconded by Councilman Wilson and carried unanimously, City Council closed the public hearing and approved the Planning Commission recommendation. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

16. Master Plan Amendment #2013-0004
Rezoning #2013-0003
Development Special Use Permit #2013-0002
Encroachment #2013-0003
700 & 710 North Washington St. - 700 N Washington
Public Hearing and Consideration of requests for: A) an amendment to the Old Town North Small Area Plan to change the land use and zoning maps from CDX/Commercial Downtown Old Town North to CRMU-X / Commercial Residential Mixed Use Old Town North; B) amendment to the zoning maps to change the zoning from CDX/Commercial Downtown Old Town North to CRMU-X / Commercial Residential Mixed Use Old Town North; C) a development special use permit and site plan with modifications to construct a mixed use development with residential and ground floor retail and SUP approval for a parking reduction and for offsite parking located within 300 feet; and D) an encroachment into the public right-of-way for planter boxes; zoned CDX/Commercial Downtown (Old Town North). Applicant: Mahmood Investment Corp. represented by Harry Hart, attorney
Planning Commission Action: MPA #2013-0004 Adopted Resolution 6-0;
REZ #2013-0003 Recommend Approval 6-0; DSUP #2013-0002 Recommend Approval as amended 6-0; ENC #2013-0003 Recommend Approval 6-0

(A copy of the Planning Commission report dated October 1, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked as Exhibit No. 1 of Item No. 16; 10/19/13; and is incorporated as part of this record by reference.)

Ms. Contreras, Urban Planner, Planning and Zoning, gave a presentation of the master plan amendment and she, along with Mr. Moritz, Deputy Director, Planning and Zoning, responded to questions from Council about parking.

The following person participated in the public hearing for this item:

(a) Mary Catherine Gibbs, 307 North Washington Street, attorney for the applicant, spoke in support of the SUP and responded to questions from Council.

(b) Poul Hertel, 1217 Michigan Court, noted that parking is an issue in the area and should be considered carefully when approving this development.

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilman Chapman and carried unanimously, City Council closed the public hearing. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilwoman Pepper and carried unanimously, City Council approved the Planning Commission recommendation with the removal of condition #31. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

17. Public Hearing to Consider an Appeal to a Decision of the Board of Architectural Review - Parker-Gray Board, for Property at 1015 Princess Street. Appellant: Brian Thomas.

(A copy of the appeal application and report is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 17; 10/19/13; and is incorporated as part of this record by reference.)

Mr. Cox, Division Chief, Planning and Zoning, and Ms. Sample, Urban Planner, Planning and Zoning, gave a presentation of the appeal and they, along with Mr. Catlett, Director, Code Administration and Ms. Anderson, Assistant City Attorney, responded to questions from Council about building materials (vinyl windows), guidelines in the historic districts, and the permitting process for construction on the Parker-Gray District.

The following persons participated in the public hearing for this item:

(a) Phil Moffat, 534 North Columbus Street, representing the Board of Architectural Review – Parker-Gray District, explained the BAR decision and requested that Council uphold their decision.

(b) Poul Hertel, 1217 Michigan Court, requested that Council uphold the BAR decision and be mindful of preservation of history throughout the City, especially with the use of particular materials in the historic districts.

(c) Brian Thomas, 610 West Braddock Road, appellant, explained his position and requested that Council reverse the decision of the BAR – Parker-Gray. Mr. Thomas responded to questions from Council about the process and decision to install vinyl windows.

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Councilman Chapman and carried unanimously, City Council closed the public hearing and upheld the decision of the Board of Architectural Review - Parker-Gray District to deny the appeal and require that appropriate wood windows be installed. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

18. Development Special Use Permit #2013-0018
2401 Eisenhower Ave. - Hoffman Town Center Block 8
Public Hearing and Consideration of a request for an amendment to a previously approved development special use permit with site plan (DSUP #2011-0020) to increase the allowable height; zoned CDD #2/ Coordinated Development District 2.
Applicant: Hoffman Family, LLC represented by Kenneth W. Wire, attorney
Planning Commission Action: Recommend Approval 5-1

(A copy of the Planning Commission report dated October 1, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 18; 10/19/13, and is incorporated as part of this record by reference.)

Ms. North, Urban Planner, Planning and Zoning, gave a presentation on the Development Special Use Permit, and Mr. Jinks, Deputy City Manager, gave a presentation on the special incentives for the National Science Foundation project. Mr. Jinks responded to questions from Council about the exclusion of the affordable housing contribution from the project.

The following persons participated in the public hearing for this item:

(a) Frances Zorn, 400 Madison Street, #308, spoke in opposition to the exemption of the affordable housing contribution and requested that the developer make the payment or the City should transfer \$1 million into the affordable housing fund. Ms. Zorn noted the implications that this deal would have on future development in the City.

(b) Dipti Pidikiti-Smith, 1300 Holmes Run Parkway, Unit 1511, representing the Economic Opportunities Commission, requested that Council reinstate the affordable housing contribution for this project and be mindful of the need for more funds for affordable housing preservation and creation in the City. Ms. Pidikiti-Smith stated that deals that allow for the exemption of contributions to the affordable housing trust fund set a bad precedent for the future.

(c) Jonathan Rak, 1750 Tysons Boulevard, McLean, Virginia, attorney for the applicant, spoke in support of the Development Special Use Permit (DSUP).

WHEREUPON, upon motion by Councilman Chapman, seconded by Councilman Wilson and carried unanimously, City Council closed the public hearing. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

Council had a discussion about the affordable housing contribution exemption and the desire to appropriate \$500,000 from tax revenues generated during the construction and initial assessment period for the NSF building.

WHEREUPON, a motion was made by Councilman Chapman and seconded by Councilwoman Pepper that City Council approve the Planning Commission recommendation and requested that the City Manager bring a resolution for Council consideration that expresses Council's desire to appropriate \$500,000 from the tax revenues generated during the construction and initial assessment period of the National Science Foundation (NSF)

building for affordable housing.

WHEREUPON, a substitute motion was made by Councilman Smedberg, seconded by Councilman Wilson, to approve the Planning Commission recommendation without the affordable housing contribution future appropriation recommendation. The motion failed by a vote of 5-2. The vote was as follows: In favor, Councilman Smedberg and Councilman Wilson; Opposed, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, and Councilwoman Pepper.

City Council postponed the original motion indefinitely.

WHEREUPON, upon motion by Councilman Chapman, seconded by Councilman Wilson, and carried unanimously, City Council moved to approve the Planning Commission recommendation with amendments. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

WHEREUPON, upon motion by Councilman Chapman, seconded by Councilwoman Pepper, and carried by a vote of 5-2, City Council requested that the City Manager bring a resolution for Council consideration that expressed Council's desire to appropriate \$500,000 from the tax revenues generated during the construction and initial assessment period of the National Science Foundation (NSF) building for affordable housing. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain and Councilwoman Pepper; Opposed, Councilman Smedberg and Councilman Wilson.

ORDINANCES AND RESOLUTIONS

19. Public Hearing, Second Reading and Final Passage of an Ordinance to Create the Eisenhower Avenue Science Redevelopment District for the Purposes of Incenting the National Science Foundation to Move to Alexandria.

(A copy of the informal memorandum explaining the ordinance is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 19; 10/19/13, and is incorporated as part of this record by reference.

A copy of the ordinance referred to in the above item, of which each Member of Council received a copy not less than 24 hours before said introduction, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 2 of Item No. 19; 10/19/13, and is incorporated as part of this record by reference.)

The following person participated in the public hearing for this item:

- (a) Jonathan Rak, 1750 Tysons Boulevard, McLean, Virginia, spoke in support of the ordinance and responded to questions from Council.

WHEREUPON, upon motion by Councilman Smedberg, seconded by Councilwoman Pepper and carried unanimously by roll-call vote, City Council closed the public hearing and adopted the ordinance to create the Eisenhower Avenue Science Redevelopment District for the purposes of incenting the National Science Foundation to move to Alexandria, including the changes from the letter from McGuire Woods dated October 18, 2013. The vote was as

follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

The ordinance reads as follows:

ORDINANCE NO. 4831

AN ORDINANCE to amend and reordain Title 3 (FINANCE, TAXATION AND PROCUREMENT), Chapter 2 (TAXATION), Article M (LEVY AND COLLECTION OF PROPERTY TAXES), Division 1 (REAL ESTATE), of The Code of the City of Alexandria, Virginia, 1981, as amended.

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That Title 3, Chapter 2, Article M, Division 1 of the Code of the City of Alexandria, Virginia, 1981, as amended, be, and the same hereby is, amended and reordained by the addition of a new Section 3-2-190 to read as follows:

(All new language)

Sec. 3-2-190 – Eisenhower Avenue Science Redevelopment District

(a) The Eisenhower Avenue Science Redevelopment District (the “District”) is hereby created as set forth herein with the boundaries coterminous with that of City of Alexandria assigned real estate parcel 072.04-03-14 located at 2401 Eisenhower Avenue (the “Property”).

(b) The effective date of the start of the partial property tax exemption in the District, as set forth in this article is the first January 1 after the first certificate of occupancy for the National Science Foundation (“NSF”) tenancy is granted for the office building to be constructed in the District and leased by the federal government’s General Services Administration for occupancy by NSF.

(c) The Property tax exemption in the District shall be in effect for a fifteen-year period from the effective date of the start of the partial property tax exemption until December 31 of the fifteenth year of the property tax exemption. The property tax exemption shall exempt from real property taxation, that amount of the real estate assessment during each of the 15 years of the initial NSF lease occupancy which is equal to the increase in assessed value resulting from the construction of the new structure and improvements, as set forth in the schedule defined herein and subject to the NSF fully meeting the NSF required performance standard defined herein. The partial exemption shall apply only to improvements constructed in the District including but not limited to the office building occupied by NSF.

(d) The annual portion of any increase in assessed value of the Property resulting from new construction and improvements in connection with DSUP 2011-0020 that will be exempt from real property taxation during the 15 years of the initial NSF lease of the Property shall follow the following schedule:

| | | | |
|--------|------|---------|-----|
| Year 1 | 100% | Year 9 | 90% |
| Year 2 | 100% | Year 10 | 80% |

| | | | |
|--------|------|--------------------|-----|
| Year 3 | 100% | Year 11 | 70% |
| Year 4 | 100% | Year 12 | 60% |
| Year 5 | 100% | Year 13 | 50% |
| Year 6 | 100% | Year 14 | 40% |
| Year 7 | 100% | Year 15 | 30% |
| Year 8 | 100% | Year 16 and beyond | 0% |

(e) The owner of land and improvements within the District shall have the same rights and limitations of appeal of the City's annual real estate assessment as that applicable to other taxable real estate in the City.

(f) The tax exemption detailed in this Article shall be dependent on the NSF fully meeting a required performance standard.

(1) The NSF required performance standard shall be defined as NSF leasing, directly or indirectly through the federal General Services Administration, and NSF occupying at least 80% of the net leasable floor area of the office building in the District at least one year from the issuance of the last certificate of occupancy by the City of Alexandria for this office building. If the NSF does not lease and occupy at least 80% of this office building then no tax exemption shall apply, with the City then fully taxing all land, office building and other improvements in the District.

(2) If during the course of a calendar year, the National Science Foundation reduces its leasing and its occupation of the building from 80% or greater to below 80% of the net leasable floor area of this office building, then the real estate tax exemption shall be prorated accordingly for that calendar year. For the purposes of determining whether or not the NSF 80% occupancy threshold has been met, space leased for or by NSF not able to be occupied by NSF due to incidents such as fires, earthquakes, hurricanes, or other acts of god shall be considered leased and occupied space by NSF in the calculation of the 80% occupancy threshold.

(3) By March 1 of each calendar year, the owner of 2401 Eisenhower Avenue is responsible for notifying the City's director of finance of the occupancy level by NSF on a form designated by the director of finance. In the event during the course of a calendar year NSF's occupancy rate falls below 80%, the owner of 2401 Eisenhower Avenue is responsible for notifying the director of finance of the changed NSF occupancy level, as well as the date that the occupancy rate fell below 80%.

(g) The partial exemption of real property in the District, including the qualifications and exceptions and the declining percentage value of the exemption as detailed in this Article O shall be considered a covenant that shall run with the land record of real estate parcel 072.04-03-14. Within ninety days of the passage of this ordinance, the City shall record a covenant in the land records of the City to such effect which shall reflect the partial property tax exemption as defined in this Article. These terms, conditions and limitations shall not be revoked during the 15 year period of the partial property tax exemption and shall control the real estate taxes with respect to this property irrespective of any change in the applicable City Code.

(h) In the event that the Property is sold to the federal government or a federal government related entity prior to 20 years after the effective starting date of the property tax

exemption as set forth in this article, then the net present value of the foregone real property taxes which would otherwise have been due to the City between the date of the sale of the Property to the federal government or a federal government related entity, and the 20 years after the effective starting date of the property tax exemption on the Property, would be due to the City at the time of the sale between the owner of the Property and the federal government or a federal government related entity.

(i): For the purposes of calculating the net present value of forgone real estate taxes prescribed in 3-2-190(h) above:

- (1) the discount rate utilized in that calculation shall reflect the City's estimated cost of funds utilizing Thomson Municipal Market Data (MMD) for 10-year AAA rated tax exempt general obligation bonds as of either January 1 or July 1 of the calendar year of the sale of the property, and if this MMD information is not available an equivalent measure shall be substituted,
- (2) the real estate tax assessment used in the net present value calculation shall reflect the real estate tax assessment as of January 1 of the calendar year of the sale of the Property, and
- (3) the real estate tax rate used shall reflect the adopted real estate tax rate for the calendar year of the sale of the Property, or if the real estate tax rate of the calendar year of the sale has not yet been adopted, then the adopted real estate tax rate for the calendar year prior to the sale of the property shall be used.

(j) Nothing in this Article or any covenant recorded in the applicable land records shall be construed as limiting the City's power to increase or decrease the City's real property tax rate, or to levy other taxes, fees or charges in the District.

Section 2. That this ordinance shall become effective upon the date and at the time of its final passage.

20. Public Hearing, Second Reading and Final Passage of an Ordinance to Amend and Reordain Section 10-200 (Parker-Gray District) of Article 10 (Historic Districts and Buildings) and Section 6-403 (General Regulations and Exceptions) in Section 6-400 (Height Districts) of Article 6 (Special and Overlay Zones) of the City of Alexandria Zoning Ordinance, in Accordance With the Text Amendment Heretofore Approved by City Council as Text Amendment No. 2013-0007. (Implementing Ordinance for the Parker Gray Regulations Text Amendment Approved by the City Council on September 21, 2013)

(A copy of the informal memorandum explaining the ordinance is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 20; 10/19/13, and is incorporated as part of this record by reference.

A copy of the ordinance referred to in the above item, of which each Member of Council received a copy not less than 24 hours before said introduction, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 2 of Item No. 19; 10/19/13, and is incorporated as part of this record by reference.)

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilman

Smedberg and carried unanimously by roll-call vote, City Council closed the public hearing and adopted the ordinance to amend and reordain Section 10-200 (Parker-Gray District) of Article 10 (Historic Districts and Buildings) and Section 6-402 (General Regulations and Exceptions) in Section 6-400 (Height Districts) of Article 6 (Special and Overlay Zones) of the City of Alexandria Zoning Ordinance, in accordance with the Text Amendment heretofore approved by City Council as Text Amendment No. 2013-0007. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

The ordinance reads as follows:

ORDINANCE NO. 4832

AN ORDINANCE to amend and reordain Section 10-200 (PARKER-GRAY DISTRICT) of Article 10 (HISTORIC DISTRICTS AND BUILDINGS) and Section 6-403 (GENERAL REGULATIONS AND EXCEPTIONS) in Section 6-400 (HEIGHT DISTRICTS) of Article 6 (SPECIAL AND OVERLAY ZONES) of the City of Alexandria Zoning Ordinance, in accordance with the text amendment heretofore approved by city council as Text Amendment No. 2013-0007. (Implementing Ordinance for the Parker Gray Regulations Text Amendment approved by the City Council on September 21, 2013)

WHEREAS, the City Council finds and determines that:

1. In Text Amendment No. 2013-0007, the Planning Commission, having found that the public necessity, convenience, general welfare and good zoning practice so require, recommended approval to the City Council on July 2, 2013 of a text amendment to the Zoning Ordinance to adopt revised regulations for the Parker Gray Historic District, which recommendation was approved by the City Council at public hearing on September 21, 2013

2. The City Council in adopting this ordinance expressly adopts, ratifies, affirms and concurs in the finding and action of the Planning Commission above stated;

3. All requirements of law precedent to the adoption of this ordinance have been complied with; now, therefore,

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That Section 10-200 of the Zoning Ordinance be, and the same hereby is, amended by deleting the text shown in strikethrough and inserting new text shown in underline, as follows:

Sec. 10-200 - Parker-Gray District.

10-201 - Purpose. The City of Alexandria seeks, through the establishment of the Parker-Gray District, to protect community health and safety and to promote the education, prosperity and general welfare of the public through the identification, preservation, and enhancement of buildings, structures, settings, features and ways of life which characterize this nineteenth and early twentieth century residential neighborhood. To achieve these general purposes the City of Alexandria seeks to pursue the following specific purposes:

- (A) To enrich the quality of life for city residents by protecting the architectural character and scale of the district;
- (B) To maintain and improve property values by providing incentives for the upkeep and rehabilitation of older structures in a safe and healthful manner; by protecting against deterioration, destruction of, or encroachment upon such areas, structures and premises; and by encouraging desirable uses which will lead to their conservation and improvement;
- (C) To educate residents and visitors about the Parker-Gray District's cultural and historic heritage;
- (D) To promote local historic preservation efforts through the identification and protection of historic resources within the District;
- (E) To encourage the nomination of historic properties to the National Register of Historic Places and the Virginia Landmarks Register;
- (F) To assure that new structures, additions, landscaping, and related elements be in harmony with their historical and architectural setting and environs; and
- (G) To safeguard the district's approaches and significant routes of tourist access by assuring that development in and along those transportation arteries be in keeping with the district's historical, cultural, and traditional setting.

10-202 - District established. There is hereby created in the city a district to be known as the "Parker-Gray District," the boundaries of which shall be those shown on the zoning maps adopted herewith.

10-203 - Certificates and permits required.

- (A) *Certificate of appropriateness required.*

(1) Board approval required. No building or structure shall be erected, reconstructed, altered or restored within the Parker-Gray District unless and until an application for a certificate of appropriateness shall have been approved by the Parker-Gray District board of architectural review or the city council on appeal as to exterior architectural features, including signs (see Article IX), which are subject to public view from a public street, way or place, unless the Board determines that an alternative type of review is appropriate pursuant to section 10-203(A)(2). ~~Evidence of such required approval shall be a certificate of appropriateness issued by the Parker-Gray District board of architectural review or the city council on appeal.~~

(2) Administrative Approval and Exemptions. The Board may determine that certain elements otherwise requiring board approval of a certificate of appropriateness are appropriate for administrative review and approval by the director, or are appropriate for no board review of any type, if, after a public hearing specifically noticed for the purpose, the board adopts specific criteria and guidelines articulating the circumstances and particulars that

apply for each type of review and for each building element and documents its determinations in its approved Design Guidelines. In making such determination, the Board shall consider the standards listed in Section 10-205. The authority provided in this section 10-203(A)(2) is limited to the following types of building elements:

- (a) Signs;
- (b) Minor architectural elements, such as but not limited to rooftop features; stoops and stairs; porches; yard features and fences; storm doors and windows; shutters; siding and trim; ~~gutters and downspouts~~, utility meters, vents and HVAC equipment condensers; ~~sheds~~, exterior lighting; railings; and, ~~antennas~~. and residential accessibility structures.
- (c) Minor alterations or new construction on a rear building elevation or in the area behind the rear of a building;
- (d) Rooftop screening waiver provided in section 6-403; and
- (e) Replacement in kind, subject to section 10-209.

(B) *Permit to ~~move, remove, capsule or demolish~~ required.*

(1) Board approval required. No building or structure within the Parker-Gray District shall be moved, removed, capsulated or demolished in whole or in part without first obtaining a permit approved by the Parker-Gray District board of architectural review or the city council on appeal, except as provided in section 10-211, except for demolitions of portions of buildings resulting in the removal of less than twenty-five square feet total of exterior wall, roof or surface which shall be deemed an alteration and subject to section 10-203(A), or unless the board determines that an alternative type of review is appropriate pursuant to section 10-203(B)(2).

(2) Administrative Approval and Exemptions. The board may determine that certain elements otherwise requiring board approval of a permit for removal, capsulation or demolition are appropriate for administrative review and approval by the director, or are appropriate for no board review of any type, if, after a public hearing specifically noticed for the purpose, the board adopts specific criteria and guidelines articulating the circumstances and particulars that apply for each type of review and for each building element and documents its determinations in its approved design guidelines. In making such determination, the board shall consider the standards listed in Section 10-205. The authority provided in this section 10-203(B)(2) is limited to the demolition of the following building elements:

- (a) Fences;
- (b) Accessibility structures;
- (c) 250 square feet of wall area on a rear building elevation; and
- (d) 100 gross square feet of floor area on a rear building elevation or in the area behind the rear of a building.

(3) Denial of permits. The board of architectural review, the director in an administrative case, or the city council on appeal may refuse such permit for any building or structure of such architectural or historic interest, the moving, removing, capsulating or demolition in whole or in part of which, in the opinion of the board, the director, or the city council on appeal, would be detrimental to the public interest of the city.

(C) *Applications for certificates of appropriateness and permits.* Applications for certificates of appropriateness required by section 10-203(A) or permits required by section 10-203(B) shall be made to the director by the owner or authorized agent of the owner of the subject property.

10-204 - Board of architectural review.

(A) *Board of architectural review established.* There is hereby established the Parker-Gray District board of architectural review to be composed of seven members.

(B) *Powers and duties.* The board of architectural review shall:

(1) Develop and recommend to city council the adoption of rules, regulations and procedures pursuant to section 9.09(j) of the city charter.

(2) Develop, adopt and publish criteria and guidelines, within the standards developed by city council under section 10-205, to be considered in granting or denying certificates of appropriateness and permits to move, remove, capulate or demolish in whole or in part, provided that such criteria and guidelines shall be consistent with the provisions of this Article X and with such standards, rules, regulations, and procedures as city council may establish pursuant to section 9.09(j) of the city charter.

(3) Develop, adopt and publish administrative procedures which shall be as uniform as practicable and shall not be in conflict with the procedures established in this Article X.

(4) Be responsible for making effective the provisions of section 10-200 with respect to the Parker-Gray District.

(C) *Composition.* The Parker-Gray District board of architectural review shall be composed of seven members who are residents of the city and have resided in the city for at least one year immediately preceding their appointment. Two members shall be architects. Members shall have a demonstrated interest, experience, or education in history, architecture or historic preservation. Consideration should be given to qualified applicants who are property owners, residents or business owners in the Parker-Gray historic district. The members shall be appointed by city council for terms of three years. The term of each member shall run from July 1 of the year of appointment. Any vacancy shall be filled for the balance of the unexpired term. Any member of the Parker-Gray District board of architectural review may be removed by city council for cause

after having been given a written statement of the cause and an opportunity to be heard thereon.

- (D) *Conflicts of interest.* Each member of the board of architectural review shall be under a continuous duty to remain conscious of and sensitive to any possible conflict of interest which may arise by virtue of his membership on the board. A member, promptly upon his determining he has a conflict of interest relative to any matter brought, shall disqualify himself from participating in any manner, publicly or privately, in the presentation, discussion or deliberation of and the voting on any such matter. The State and Local Government Conflicts of Interest Act, section 2.1-639.1 et seq. of the Code of Virginia, shall, where applicable, control the actions of all members of the board.
- (E) *Chairman and secretary.* The Parker-Gray District board of architectural review shall elect its chairman from its membership and the director or his designee or designees, shall be the board's secretary.
- (F) *Procedure for meetings.*

(1) The chairman of the board of architectural review shall conduct its meetings and the secretary shall keep the minutes of the meetings and a permanent record of all resolutions, motions, transactions and determinations. All members of the board shall be entitled to vote, and the decisions of the board shall be determined by a majority vote. A quorum of four members present is required before the board may take any official action. The board shall meet within 40 days after a complete application for a certificate of appropriateness or permit requiring action by the board has been received by the director. The meetings of the board shall be open to the public, and a full and impartial hearing shall be granted. No proxy shall be allowed at any time. The board shall vote and announce its decision on any matter properly before it no later than at its next regularly scheduled meeting, not to exceed 60 days, after the conclusion of the public hearing on the matter unless the time is extended by mutual agreement between the board and the applicant; the failure of the board to vote and announce its decision within the required time, or within such longer period of time extended by mutual agreement between the board and the applicant, shall constitute approval of the application. Notwithstanding the provisions stated above, an application for a certificate of appropriateness or antecedent permit for a project which requires a site plan under section 11-400 of this ordinance shall be heard and determined by the board within a reasonable time.

(2) No application for a certificate of appropriateness required by section 10-203(A) which has been denied by the board of architectural review shall be heard again by it within one year of the date of its denial of the application, except under such terms and conditions as shall be established by the board, within the scope of section 10-205, for rehearing the application at the time of its denial of same.

(3) In case of a disapproval of the moving, removing, capsulating or demolition in whole or in part of a building or structure in the Parker-Gray District, the board

of architectural review shall state its reasons therefor in writing in some detail. No application for a permit required by section 10-203(B) that has been denied shall be heard again within one year from the date of the denial of the application.

(4) If there is an appeal taken to the city council from any denial of a certificate of appropriateness or a permit to move, remove, capsulate or demolish in whole or in part, the board of architectural review shall forward its reasons in writing to the council.

(5) The board of architectural review may establish its own rules of procedure for the conduct of its meetings provided that such rules are not in conflict with procedures established in section 9.09(j) of the city charter or this Article X.

(G) *Notice of hearing on permits.* No application for a certificate of appropriateness or a permit to move, remove, capsulate or demolish in whole or in part in the Parker-Gray District shall be considered unless and until the secretary to the board of architectural review has given notice of the proposed hearing before the board according to the provisions of section 11-300

10-205 *Matters to be considered in approving certificates and permits.*

(A) *Certificate of appropriateness.*

(1) *Scope of review.* The Parker-Gray District board of architectural review or the city council on appeal shall limit its review to exterior features subject to public view and shall determine the compatibility of proposed construction, reconstruction, alteration, restoration of buildings or structures within the Parker-Gray District based upon compatibility with other buildings or structures on the same block face, the block face across the public street, or the immediate surrounding area within the district.

(2) *Standards.* The board of architectural review, or the city council on appeal, shall consider the following in passing upon the appropriateness of proposals within the Parker-Gray District:

(a) For new buildings and additions to existing buildings:

(1) Height of the roofline along the street or public way;

(2) Scale and mass of the building on the site;

(3) Placement of the building on the site;

(4) Material, texture and color;

(5) Architectural style where there is a predominant style on the block face; and

- (6) Architectural details, including signs, subject to public view from the public street or public way; and
- (7) Architectural classification based on age of building or structure; and
- (8) Hierarchy of building elevation based on the location of the new construction on the front (street facing), side (non-street facing) or rear elevation.

(b) For modifications to existing buildings:

- (1) The degree to which the distinguishing original qualities or character of a building, structure or site including historic materials are retained;
- (2) The historic appropriateness of any new features; ~~and~~
- (3) The compatibility of proposed alterations with other buildings on the block face or block face across the street, giving consideration to building size, shape, roofline, color, materials, texture, nature of openings, and architectural details;
- (4) Architectural classification based on age of building or structure; and
- (5) Hierarchy of building elevation based on the location of the alteration on the front (street facing), side (non-street facing) or rear elevation.

(c) The extent to which the buildings or structures in sections 10-205(A)(2)(a) and (b) above will promote the general welfare of the city and all citizens by the preservation and protection of the neighborhood.

(B) Permit to move, remove, capsule or demolish in whole or in part buildings or structures. The Parker-Gray District board of architectural review or the city council on appeal shall consider any or all of the following criteria in determining whether or not to grant a permit to move, remove, capsule or demolish in whole or in part a building or structure within the Parker-Gray District.

- (1) Is the building or structure of such architectural or historic interest that its removal would be to the detriment of the public interest?
- (2) Is the building or structure of such interest that it could be made into an historic shrine?
- (3) Is the building or structure of such old and unusual or uncommon design, texture and material that it could not be reproduced or be reproduced only with great difficulty?

- (4) Would retention of the building or structure help preserve and protect an historic place or area of historic interest in the city?
- (5) Would retention of the building or structure promote the general welfare by maintaining and increasing real estate values, generating business, creating new positions, attracting tourists, students, writers, historians, artists and artisans, attracting new residents, encouraging study and interest in American history, stimulating interest and study in architecture and design, educating citizens in American culture and heritage and making the city a more attractive and desirable place to live?
- (6) Would retention of the building or structure help maintain the scale and character of the neighborhood?

10-206 - Issuance, ~~and expiration~~ and procedures for ~~of certificates of appropriateness or permits.~~

(A) *Issuance.*

- (1) Upon approval by the Parker-Gray District board of architectural review of any erection, reconstruction, alteration or restoration, a certificate of appropriateness, signed by the secretary of the board and bearing the date of issuance, but subject, however, to the provisions of section 10-207, shall be made available to the applicant.
- (2) Upon approval by the Parker-Gray District board of architectural review of any application to move, remove, capsulate or demolish in whole or in part, a permit for same, signed by the secretary of the board of architectural review and bearing the date of issuance, but subject, however, to the provisions of section 10-207, shall be made available to the applicant.
- (3) In instances where the city council on appeal approves any erection, reconstruction, alteration or restoration, or where the city council on appeal approves the moving, removing, capsulating or demolition in whole or in part, a certificate of appropriateness or a permit to move, remove, capsulate or demolish in whole or in part bearing the date of issuance but subject, however, to the provisions of section 10-207(B), shall forthwith be signed by the mayor and made available to the applicant.

- (B) *Expiration.* Any certificate of appropriateness issued pursuant to section 10-206(A) and any permit to move, remove, capsulate or demolish in whole or in part issued pursuant to section 10-206(A) shall expire of its own limitation 12 months from the date of issuance if the work authorized thereby is not commenced and diligently and substantially pursued by the end of such 12-month period; and further, any such certificate and permit shall also expire and become null and void if such authorized work is suspended or abandoned for a period of 12 months after being commenced and diligently and substantially pursued. Any period or periods of time during which the right to use any such certificate or permit is stayed pursuant to this article X shall be excluded from the computation of the 12 months. In the case of a certificate or permit for a project that requires a development special use permit or site plan under section 11-400

of this ordinance, the period of validity shall be coincident with the validity of the development special use permit or site plan as determined pursuant to section 11-418 of this ordinance.

- (C) Procedures for administrative certificates of appropriateness or administrative permits to demolish. An applicant for an administrative certificate of appropriateness or administrative permit to demolish shall file an application with the director on such forms and subject to such procedures as the director may establish
- (1) As an alternative to administrative approval, the applicant may choose to seek board of architectural review approval.
 - (2) The director may determine that administrative approval, although permitted under section 10-203, is not appropriate and that the board of architectural review approval shall be required.
 - (3) The director shall post all administrative decisions made under the authority of section 10-203 on the Internet promptly in order that the public is made aware of administrative decisions.
 - (4) Administrative certificates of appropriateness or administrative permits to demolish shall be signed by the director but shall otherwise follow the same procedures for issuance and expiration as a provided for in Section 10-206.

~~10-207 Appeals from Parker-Gray District board of architectural review.—~~

(A) Appeal of administrative decision to board of architectural review.

- (1) A person aggrieved by an administrative decision made pursuant to the authority of section 10-203 may file an appeal with the Director within 14 days of the day of the administrative decision.
- (2) An appeal shall be docketed within a reasonable time for a public hearing before the board and the board shall review the matter de novo.
- (3) The appeal provided in this section 10-207(A), together with the appeals provided under this section 10-207 (B) and (C), shall be the exclusive remedy and procedure for challenging an administrative decision made pursuant to section 10-203.

(B) Appeal to city council.

- (1) Whenever the Parker-Gray District board of architectural review shall disapprove an application for a certificate of appropriateness or an application for a permit to move, remove, cap, or demolish in whole or in part, the applicant for such certificate or for such permit shall have the right to appeal to and be heard before the city council; provided, that the applicant files with the clerk of the city council, on or before 14 days after the decision of the board of architectural review, a notice in writing of the applicant's intention to appeal. Upon receipt of such notice, the clerk of the city council shall schedule a public hearing before the city council to be held within 75 days after the receipt by the clerk of such notice, but no such hearing shall be had unless and until notice pursuant to section 11-302(A) has been given. Each

such notice of appeal shall be accompanied by the fee prescribed pursuant to section 11-104

- (2) Whenever the Parker-Gray District board of architectural review shall approve an application for a certificate of appropriateness or an application for a permit to move, remove, capsule or demolish in whole or in part, opponents to the granting of such certificate or of such permit shall have the right to appeal to and be heard before the city council; provided, that there is filed with the clerk of the city council, on or before 14 days after the decision of the board of architectural review, a petition in writing signed by the city manager or at least 25 persons owning real estate within the Parker-Gray Historic District indicating their intention to appeal and the basis of that appeal. Upon receipt of such notice, the clerk of the city council shall schedule a public hearing before the city council at a time not less than 30 days after the receipt by the clerk of such notice, but no such hearing shall be had unless and until notice pursuant to section 11-302(A) has been given. Each such notice of appeal shall be accompanied by the fee prescribed pursuant to section 11-104
- (3) On any such appeal, the decision of the Parker-Gray District board of architectural review appealed from shall be stayed pending the outcome of the appeal before the council. The council shall conduct a full and impartial public hearing on the matter before rendering any decision. The council as are established for the Parker-Gray District board of architectural review shall apply the same standards. The council may affirm, reverse or modify the decision of the board, in whole or in part. The decision of the council, subject to the provisions of section 10-207(B), shall be final.
- (C) *Appeal from city council to court.* Any applicant or any of the petitioners aforesaid aggrieved by a final decision of the city council shall have the right to appeal such decision to the circuit court for a review; provided, such appeal is filed within a period of 30 days after the rendering of the final decision by the city council. Such appeal shall be taken by filing a petition, at law, to review the decision of council, and the filing of such petition shall stay the council's decision pending the outcome of the appeal to the court. Findings of fact by the council shall be conclusive on the court in any such appeal. The court may reverse or modify the decision of the council, in whole or in part, if it finds upon review that the decision of the council is contrary to law or that its decision is arbitrary and constitutes an abuse of discretion, or it may affirm the decision of council.

10-208 Additional or concurrent right to move, remove, capsule or demolish in whole or in part buildings or structures.

- (A) *Right to move, remove, capsule or demolish in whole or in part buildings or structures if conditions are met.* In addition to the right of appeal hereinabove set forth, the owner of a building or structure, the moving, removing, capsulating, or demolition in whole or in part of which is subject to the provisions of this Article X, shall, as matter of right, be entitled to move, remove, capsule, raze or demolish in whole or in part such building or structure provided, that:

- (1) The owner has applied to the Parker-Gray District board of architectural review for such right and has also been a party to an appeal from the board's decision to the council.
- (2) The owner has for the period of time set forth in the time schedule hereinafter contained and at a price reasonably related to its fair market value made a bona fide offer to sell such building or structure and the land pertaining thereto to any person, government or agency thereof or political subdivision or agency thereof which gives reasonable assurance that it is willing to preserve and restore the building or structure and the land pertaining thereto.
- (3) No bona fide contract, binding upon all parties thereto, shall have been executed for the sale of any such building or structure and the land pertaining thereto prior to the expiration of the applicable time period set forth in the time schedule hereinafter contained. Any appeal which may be taken to the court from the decision of the council, whether instituted by the owner or by any other proper party, notwithstanding the provisions heretofore stated relating to a stay of the decision appealed from shall not affect the right of the owner to make the bona fide offer to sell referred to in this paragraph. No offer to sell shall begin more than one year after a final decision by the city council. The time schedule for offers to sell shall be as follows:
 - (a) 3 months when the offering price is less than \$25,000.00;
 - (b) 4 months when the offering price is \$25,000.00 or more but less than \$40,000.00;
 - (c) 5 months when the offering price is \$40,000.00 or more but less than \$55,000.00;
 - (d) 6 months when the offering price is \$55,000.00 or more but less than \$75,000.00;
 - (e) 7 months when the offering price is \$75,000.00 or more but less than \$90,000.00;
 - (f) 12 months when the offering price is \$90,000.00 or more.

(B) *Bona fide offer to sell.*

- (1) *Notice.* Before making a bona fide offer to sell as provided for in section 10-208(A), an owner shall first file a statement with the director. The statement shall identify the property, state the offering price, the date the offer of sale is to begin and name the real estate agent, if any. No time period set forth in the schedule contained in section 10-208(A) shall begin to run until the statement has been filed. Within five days after receipt of a statement the director shall mail a copy of the statement to the mayor, the city council, the city manager and subscribers to the notice provided for in section 10-212. Such offer to sell shall be advertised in a newspaper of general circulation in the city.

- (2) *Question as to price.* The fact that an offer to sell a building or structure is at a price reasonably related to fair market value may be questioned, provided there is filed with the city manager, on or before 15 days after the offer for sale has begun, a petition in writing signed by at least 25 persons owning real estate located within the Parker-Gray District. Upon the receipt of such petition, the city manager shall, at city expense, forthwith appoint three disinterested real estate appraisers, familiar with property values in the Parker-Gray District, who shall forthwith make an appraisal of the building or structure in question and forthwith file a written report with the city manager whether or not in their opinion the offer to sell the building or structure is at a price reasonably related to its fair market value. The opinion of any two of the three appraisers shall be binding and final. In the event the opinion is to the effect that the offer to sell the building or structure is at a price reasonably related to its fair market value, the owner may continue pursuant to section 10-208(A) as if no question has been raised. In the event the opinion is to the effect that the offer to sell the building or structure is not at a price reasonably related to its fair market value, the offer to sell shall be void and of no force and effect, and the owner, if he wishes to take advantage of the additional or concurrent right provided for in section 10-208(A), must file the notice provided for in section 10-208(B) and proceed in accord with section 10-208(A). Notwithstanding an adverse opinion by the appraisers, if an owner has entered into a binding bona fide contract as provided for in section 10-208(A) prior to the date the appraisers have filed their report with the city manager, the price shall be deemed reasonably related to fair market value.

10-209 - Permitted maintenance of exterior architectural features.

- (A) Notwithstanding any other provisions of this Article X, exterior architectural features may be the subject of ordinary maintenance, including repair and replacement with the same design, color and material without the necessity of a certificate of appropriateness if, upon review by the director or his designee, it is found that such maintenance:
- (1) Does not result in the substantial removal of an exterior feature that is considered to have historic and/or architectural significance; and
 - (2) Does not perpetuate a condition or treatment that is considered to be, by board of architectural review policy, inappropriate or incompatible with the historic surroundings of the Parker-Gray District, but this provision shall not be construed to prevent the replacement of material in kind in cases when the cost of the work would be materially increased by the use of another material.
- (B) The following guidelines shall be used in the determination of historic and architectural significance pursuant to section 10-209(A):
- (1) The feature is composed of materials or utilizes construction techniques which appear to be original to the building or structure.

- (2) The feature is not original to the building or structure, but is of such old and unusual design that it cannot be easily duplicated or replaced, and the feature contributes to the overall historic character of the building or structure.
- (3) The feature is of such high artistic value or is composed of materials of such quality or detail that the feature cannot be easily duplicated or replaced.
- (4) The painting of a masonry building which was unpainted prior to such painting shall be considered to be the removal of an exterior feature having historic and/or architectural significance requiring a certificate of appropriateness.

10-210 - Required maintenance.

- (A) *General provisions.* All buildings and structures within the Parker-Gray District shall be maintained in good repair, structurally sound, and reasonably protected against decay and deterioration in compliance with Volume II — Building Maintenance Code, of the Uniform Statewide Building Code, as adopted by section 8-1-2 of the city code. The code or building official shall enforce the requirements of this section 10-210, in conjunction with the director.
- (B) *Specific application to vacant buildings and structures.* The boarding of a vacant building or structure shall constitute the alteration of the exterior architectural features of such building or structure. In the event such boarding is accomplished pursuant to an order from the code official to secure a hazardous building or structure against entry the owner shall, after complying with such order, forthwith make application for the necessary certificate of appropriateness. In considering any application under this section 10-210(B) the board may impose such conditions as may be appropriate to secure or preserve the historic elements of the building or structure against further loss, damage, or deterioration. In addition to any other penalty or sanction, such building or structure may be subject to acquisition pursuant to section 10-210(C).
- (C) *Potential acquisition.* The director may institute appropriate procedures pursuant to section 7-2-4(b) of the city code for the acquisition of any building or structure which remains in a substantially deteriorated or deteriorating condition following service upon the owner thereof of any notice of violation of this section 10-210 and the owner's failure to cease the violation and bring the building or structure into compliance with this section 10-210

10-211- Order of demolition for unsafe buildings. Nothing in this Article X shall apply to or in any way prevent the moving, removing, capsulating or demolition in whole or in part of any building or structure in the city which is in such a dangerous, hazardous or unsafe condition that it has been ordered demolished by the code or building official, provided that before a moving, removing, capsulating or demolition in whole or in part can be ordered by the code or building official when the code or building official determines that such dangerous, hazardous or unsafe condition could reasonably be expected to cause death or serious physical harm before review under the provisions of this Article X could be accomplished, the code or building official shall have first delivered a copy of the proposed order to the city manager, to the chairman and vice chairman of the Parker-Gray District board of architectural review and mailed to the subscribers provided for in section 10-212 a copy of the proposed order.

~~10-212 Annual subscription for notices of public hearings. If any person shall pay to the city the sum of \$10.00 to cover costs, the director shall cause to be mailed to each such person for a period of one year notice of the respective public hearings on all matters concerning the Parker Gray District, which notice shall be mailed at least seven working days before a hearing and shall state the time, date, place and nature of the proposed hearing and location of the property involved.~~

~~10-213 Administrative approval of certain permits. The director may review and approve applications for the following exterior changes, provided they comply with the specific criteria and standards outlined and formally approved by the board.~~

~~(a) Signs;~~

~~(b) Minor architectural elements, such as residential accessibility structures; sheds; storm doors; gutters and downspouts; utility meters, vents and HVAC condensers; fences and gates; exterior lighting and shutters; siding and trim; railings; and, antennas.~~

Section 2. That Section 6-403 of the Zoning Ordinance be, and the same hereby is, amended by deleting the text shown in strikethrough and inserting new text shown in underline, as follows:

Sec. 6-403 - General regulations and exceptions.

B) *Mechanical appurtenances.* Chimney, towers, tanks, machinery, equipment, penthouses or other necessary mechanical appurtenances to a main building may be erected as a part of the main building to their required heights, regardless of any other height provisions or restrictions of this ordinance, provided that the following requirements are met.

(1) All necessary rooftop mechanical appurtenances and penthouses shall be concealed by or constructed of exterior architectural materials or features of the same type of quality used on the exterior walls of the main building in question.

(2) The following limitations apply to rooftop mechanical penthouses:

(a) Only one penthouse is permitted unless the number is increased by a special use permit;

(b) The penthouse shall not exceed 15 feet unless the height is increased by a special use permit;

(c) The penthouse must be limited in size to the minimum space required to house necessary mechanical equipment; and

(d) No equipment may be placed above the roof of the penthouse to increase its height if such equipment could be located on the roof of the building itself.

(3) For buildings located within the Old and Historic Alexandria District or the Parker Gray District, or for buildings outside such districts designated pursuant to section 10-300, the board of architectural review having jurisdiction of the matter may, after

public hearing, waive or modify the screening requirement of section 6-403(B)(1), if the board finds such requirement to be architecturally inappropriate. The board of architectural review for the Parker Gray District may delegate the waiver authority under this section 6-403(B)(3), making it an administrative determination pursuant to the requirements of section 10-203 of this ordinance.

Section 3. That the director of planning and zoning be, and hereby is, directed to record the foregoing text amendment.

Section 4. That Section 10-200 as amended pursuant to Section 1 of this ordinance and section 6-403 as amended pursuant to Section 2 of this ordinance, be, and the same hereby are, reordained as part of the City of Alexandria Zoning Ordinance.

Section 5. That this ordinance shall become effective on the date and at the time of its final passage, and shall apply to all applications for land use, land development or subdivision approval provided for under the City of Alexandria Zoning Ordinance which may be filed after such date, and shall apply to all other facts and circumstances subject to the provisions of the City of Alexandria Zoning Ordinance, except as may be provided in Article XII of the Zoning Ordinance.

21. Public Hearing, Second Reading and Final Passage of an Ordinance to Amend and Reordain the Master Plan of the City of Alexandria, Virginia, by Adopting and Incorporating Therein the Amendment Heretofore Approved by City Council to Such Master Plan as Master Plan Amendment No. 2012-0005 and No Other Amendments, and To Repeal All Provisions of the Said Master Plan as May Be Inconsistent With Such Amendment. (Implementing Ordinance for the Sanitary Sewer Master Plan Amendment Approved by City Council on February 23, 2013).

(A copy of the informal memorandum explaining the ordinance is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 21, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 21; 10/19/13, and is incorporated as part of this record by reference.

A copy of the ordinance referred to in the above item, of which each Member of Council received a copy not less than 24 hours before said introduction, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 2 of Item No. 21; 10/19/13, and is incorporated as part of this record by reference.)

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Councilman Wilson and carried unanimously by roll-call vote, City Council closed the public hearing and adopted the ordinance to amend and reordain the Master Plan of the City of Alexandria, Virginia by adopting and incorporating therein the amendment heretofore approved by City Council to such Master Plan as Master Plan Amendment No. 2012-0005 and no other amendments, and to repeal all provisions of the said Master Plan as may be inconsistent with such amendment. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

The ordinance reads as follows:

ORDINANCE NO. 4833

AN ORDINANCE to amend and reordain the Master Plan of the City of Alexandria, Virginia by adopting and incorporating therein the amendment heretofore approved by city council to such master plan as Master Plan Amendment No. 2012-0005 and no other amendments, and to repeal all provisions of the said master plan as may be inconsistent with such amendment. (Implementing Ordinance for the Sanitary Sewer Master Plan Amendment approved by City Council on February 23, 2013)

WHEREAS, the City Council of the City of Alexandria finds and determines that:

1. In Master Plan Amendment No. 2012-0005, the Planning Commission, having found that the public necessity, convenience, general welfare and good zoning practice so require, recommended approval to the City Council on February 5, 2013 of an amendment to the Master Plan of the City of Alexandria to incorporated a new chapter titled Sanitary Sewer Master Plan, which recommendation was approved by the City Council at public hearing on February 23, 2013;
2. The said amendment has heretofore been approved by the planning commission and city council after full opportunity for comment and public hearing.
3. All requirements of law precedent to the adoption of this ordinance have been complied with; now, therefore,

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That the Master Plan of the City of Alexandria, be, and the same hereby is, amended by incorporating the exhibit entitled "City of Alexandria, Virginia Sanitary Sewer Master Plan" dated November 2012, attached hereto and incorporated fully herein by reference, as a new chapter of the Master Plan of the City of Alexandria, Virginia.

Section 2. That the director of planning and zoning be, and hereby is, directed to record the foregoing master plan amendment as part of the Master Plan of the City of Alexandria, Virginia.

Section 3. That all provisions of the Master Plan of the City of Alexandria, Virginia, as may be inconsistent with the provisions of this ordinance be, and same hereby are, repealed.

Section 4. That the Master Plan of the City of Alexandria, as amended by this ordinance, be, and the same hereby is, reordained as the Master Plan of the City of Alexandria, Virginia.

Section 5. That the city clerk shall transmit a duly certified copy of this ordinance to the Clerk of the Circuit Court of the City of Alexandria, Virginia, and that the said Clerk of the Circuit Court shall file same among the court records.

Section 6. That this ordinance shall become effective upon the date and at the time of its final passage.

22. Public Hearing, Second Reading and Final Passage of an Ordinance to Amend and Reordain Section 5-2-29 (Street Encroachments) of Article A (General Provisions) of Chapter 2 (Streets and Sidewalks) of Title 5 (Transportation and Environmental Services) of the Code of the City of Alexandria, Virginia, 1981, as Amended. (As Approved by the City Council With the Revisions to the Parker-Gray Regulations on September 21, 2013).

(A copy of the informal memorandum explaining the ordinance is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 22; 10/19/13, and is incorporated as part of this record by reference.

A copy of the ordinance referred to in the above item, of which each Member of Council received a copy not less than 24 hours before said introduction, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 2 of Item No. 22; 10/19/13, and is incorporated as part of this record by reference.)

WHEREUPON, upon motion by Councilman Smedberg, seconded by Vice Mayor Silberberg and carried unanimously by roll-call vote, City Council closed the public hearing and adopted the ordinance to amend and reordain Section 5-2-29 (Street Encroachments) of Article A (General Provisions) of Chapter 2 (Streets and Sidewalks) of Title 5 (Transportation and Environmental Services) of the Code of the City of Alexandria, Virginia, 1981, as amended. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

The ordinance reads as follows:

ORDINANCE NO. 4834

AN ORDINANCE to amend and reordain Section 5-2-29 (STREET ENCROACHMENTS) of Article A (GENERAL PROVISIONS) of Chapter 2 (STREETS AND SIDEWALKS) of Title 5 (TRANSPORTATION AND ENVIRONMENTAL SERVICES) of the Code of the City of Alexandria, Virginia, 1981, as amended. (as approved by the City Council with the revisions to the Parker Gray regulations on September 21, 2013)

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That Section 5-2-29 of the Code of the City of Alexandria, Virginia, 1981, as amended, be, and the same hereby is, amended by deleting the text shown in strikethrough and adding the text shown in underline as follows:

Any encroachment into a public street, alley, sidewalk or other right-of-way may be authorized only by a special ordinance adopted by city council, unless the encroachment is authorized pursuant to one of the following exceptions or is otherwise authorized by this code or the City of Alexandria Zoning Ordinance:

- (a) *Steps*. Steps not more than 12 feet in length, including the required landings, may project beyond the street lot line up to five feet on streets with a right-of-way width of 100 feet or more, up to four feet on streets with a right-of-way width between 66 and 100 feet, up to three feet on streets with a right-of-way width between 50 and 66 feet and, notwithstanding the above, up to 20 inches on Union Street and on King Street

between the Potomac River and the R.F.&P. railroad right-of-way. The term "steps" in this subsection includes ramps and similar structures necessary to provide access to the handicapped.

- (b) *Architectural decorations.* Belt courses, lintels, sills, architraves, pediments and similar architectural decorations may project up to four inches beyond the street lot line when less than 10 feet above the curb level, and up to 10 inches beyond the street lot line when 10 feet or more above the curb level.
- (c) *Signs.* A sign may be erected or displayed flat against a building wall or at an angle thereto, so long as the sign does not project more than four feet from the building wall or within one foot of an established curb line and the bottom of the sign is at least eight feet above a sidewalk or parking area and at least 14.5 feet above an alley.
- (d) *Canopies, awnings and marquees.* Canopies, awnings and marquees suspended from a building or structure with no ground supports, having a clearance of at least eight feet above a sidewalk, extending no more than four feet beyond the front property line, and extending to no more than one foot from the established curb line, may be erected.
- (e) *Nonpermanent planters.* Planters which are nonpermanent may be located in a right-of-way subject to the following:
 - (1) A permanent planter is one which is attached in any permanent manner to a public right-of-way or to a building, building appurtenance or any other structure, or which rests on a foundation or substructure other than a sidewalk. A permanent planter requires a building permit and an encroachment ordinance. Above-grade permanent planters located in an historic district also require approval by the board of architectural review.
 - (2) A nonpermanent planter is a portable container that is light enough to be transported by two people when empty of soil and plants.
 - (3) A nonpermanent planter may not project into a public right-of-way more than steps would be allowed to project under subsection (a) above and may not exceed 30 inches in height. There is no limit to the number of planters permitted as long as the conditions of this subsection (e) are complied with and the planters are maintained in good condition.
 - (4) A nonpermanent planter must be located so as to maintain a path for public travel at least five feet in width at all points, along any adjacent sidewalk.
 - (5) A permit for a nonpermanent planter must be obtained from the department of transportation and environmental services. The permit application shall include the address of the planter, adequate location drawings, and a sketch, photo or dimensions of the planter. Visual inspection by the director of transportation and

environmental services or his designee may be substituted for drawings if the location and description of the planter are recorded on the permit application. After a permit has been granted, it may be revoked and the planter removed from the right-of-way by the director or his designee whenever the applicant fails to comply with any permit conditions. A permit application will be reviewed to determine compliance with the following:

- a. The location of the planter shall not unduly obstruct the public right-of-way.
 - b. The planter shall be of such design and construction, and the contents shall be of such nature, so as not to constitute a nuisance or public hazard.
 - c. The planter shall be of a design, material and color which are generally recognized as intended for and suitable for the display of plant materials on the public right-of-way in an urban environment and, if located in an historic district, are compatible with the streetscape in the district and are consistent with the applicable design guidelines adopted by the board of architectural review.
 - d. The owner of the planter shall agree to move the planter whenever the city requires access to the planter location.
- (f) *Benches.* Benches and similar street furniture may be placed in a public right-of-way, subject to the following:
- (1) The bench or street furniture shall be located immediately adjacent to the closest building wall, shall touch the wall along the length of the bench or street furniture, and shall not project from the wall more than 30 inches.
 - (2) The bench or street furniture shall not be used as part of a business for advertising, or for making sales or providing services to customers, and shall be available for use by the general public.
 - (3) The director of transportation and environmental services or his designee shall review any bench or street furniture proposed for a right-of-way and its location, and approve it if he finds that it will not interfere with pedestrian access and safety, will not be an attractive nuisance and will promote the health, safety and welfare of the city.
 - (4) The director of planning and zoning or his designee shall review any bench or street furniture proposed for a right-of-way and shall approve it if he finds that its design is compatible with the character of the surrounding area.

(g) *Rental bicycles.* Bicycles offered for rent may be displayed and rented from areas of right of way pursuant to section 7-2400 of the zoning ordinance and this section 5-2-29

(h) *Parker Gray Historic District front fences.* Within the Parker-Gray historic district, retaining walls less than two feet in height above the lower adjacent grade or fences at the height and location otherwise permitted in a front yard may be constructed in the public right of way.

~~(i)~~ *Encroachment requirements.* In addition to any other restrictions or requirements imposed by this code or the City of Alexandria Zoning Ordinance, the owner of any sign, canopy, awning or marquee, nonpermanent planter, bench, bicycle display or similar street furniture that encroaches into a public right-of-way pursuant to this section shall also comply with the following:

(1) *Liability insurance.* The owner shall obtain and maintain a policy of general liability insurance in the amount of \$1,000,000 which will indemnify the owner (and all successors in interest), and the city as an additional named insured, against all claims, demands, suits and related costs, including attorneys' fees, arising from any bodily injury or property damage which may occur as a result of the encroachment.

(2) *Removal of encroachment.* The owner or any successor in interest shall remove the encroachment if the city determines that the encroachment interferes with public access or is otherwise inconsistent with the public welfare. In such case, the city shall provide the owner or successor in interest with written notice of the need to remove the encroachment at least 10 days prior to the date on which the removal must be completed. If the owner or successor in interest cannot be found, or fails to remove the encroachment within the time specified, the city shall have the right to remove the encroachment, at the expense of the owner or successor, and shall not be liable for any loss or damage to the encroaching structure that may occur as a result of the removal.

Section 2. That Section 5-2-29 as amended pursuant to Section 1 of this ordinance, be, and the same hereby is, reordained as part of the City of Alexandria City Code.

Section 3. That this ordinance shall become effective upon the date and at the time of its final passage.

23. Public Hearing, Second Reading and Final Passage of an Ordinance to Amend Chapter 7 (Bicycles), Title 10 (Motor Vehicles and Traffic) of the Code of the City of Alexandria, Virginia.

(A copy of the informal memorandum explaining the ordinance is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 23; 10/19/13, and is incorporated as part of this record by reference.

A copy of the ordinance referred to in the above item, of which each Member of Council received a copy not less than 24 hours before said introduction, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 2 of Item No. 23, 10/19/13, and is incorporated as part of this record by reference.)

The following person participated in the public hearing for this item:

(a) Dino Drudi, 315 North West Street, stated that changing the restriction process for bicyclists will not be beneficial to public safety in providing protection to cyclists.

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilman Chapman and carried unanimously by roll-call vote, City Council closed the public hearing and adopted the ordinance to amend Chapter 7 (Bicycles), Title 10 (Motor Vehicles and Traffic) of the Code of the City of Alexandria, Virginia. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

The ordinance reads as follows:

ORDINANCE NO. 4835

AN ORDINANCE to amend and reordain Chapter 7 (BICYCLES), Title 10 (MOTOR VEHICLES AND TRAFFIC) of The Code of the City of Alexandria, Virginia, 1981, as amended, by amending certain sections thereof as set forth more fully below.

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That Chapter 7 of Title 10 of the Code of the City of Alexandria, Virginia, 1981, as amended, be, and the same hereby is, amended and reordained by amending the following sections to read as follows:

(New language is underlined; deleted language is ~~stricken through~~)

Sec. 10-7-1 - ~~Registration and license tags; fees.~~ Reserved.

~~The owner of every bicycle kept or regularly operated within the city shall register the same with the police chief and shall obtain from him a license tag for such vehicle, which tag shall be attached and sealed on the rear of the bicycle. The registration and tag shall cost \$0.25 and shall be effective throughout the life of the bicycle; except, that in the event of any transfer, the new owner shall obtain a transfer of license tag from the police chief at a cost of \$0.10.~~

Sec. 10-7-2 - ~~Owner's report of change of ownership, etc.~~ Reserved.

~~Within 10 days after change of ownership or dismantling and removal from operation of any bicycle, the previous owner shall report the information to the police chief.~~

Sec. 10-7-3 ~~Reports required of bicycle dealers~~ Reserved.

~~Every person engaged in the business of buying or selling new or second hand bicycles shall report to the police chief every bicycle purchased or sold by such person, as well as the name and address of the person from whom it is purchased or to whom it is sold, a description of the bicycle name or make, the frame number thereof, and the number of the license tag, if any, found thereon~~

[remaining sections unchanged]

Section 2. That this ordinance shall become effective upon the date and at the time of its final passage.

24. Public Hearing, Second Reading and Final Passage of an Ordinance to Amend the City Code to Conform with the Virginia Public Procurement Act (VPPA) with Regard to the Dollar Threshold for Informal Solicitations; to Authorize the City Manager, or his Designee, to Adjust Dollar Thresholds to Maintain Consistency with the VPPA; and, to Update Notification Procedures for Invitations to Bid to Reflect Changes in Technology.

(A copy of the informal memorandum explaining the ordinance is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 24; 10/19/13, and is incorporated as part of this record by reference.

A copy of the ordinance referred to in the above item, of which each Member of Council received a copy not less than 24 hours before said introduction is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 2 of Item No. 24; 10/19/13, and is incorporated as part of this record by reference.)

WHEREUPON, upon motion Councilman Smedberg, seconded by Councilman Pepper and carried unanimously by roll-call vote, City Council closed the public hearing and adopted the ordinance to amend the City Code to conform with the Virginia Public Procurement Act (VPPA) with regard to the dollar threshold for informal solicitations; to authorize the City Manager, or his Designee, to adjust dollar thresholds to maintain consistency with the VPPA; and to update notification procedures for invitations for bid to reflect changes in technology. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

The ordinance reads as follows:

ORDINANCE NO. 4836

AN ORDINANCE to amend and reordain Section 3-3-14 (RULES AND REGULATIONS) of Article B (PURCHASING DIVISION) and Section 3-3-36, (NOTICE OF INVITATION TO BID) of Division 1 (COMPETITIVE SEALED BIDDING) and Section 3-3-72 (SMALL PURCHASES) of Division 3 (MISCELLANEOUS PROVISIONS), all of Article D (CONTRACT FORMATION AND METHODS OF SOURCE SELECTION) of Chapter 3 (PURCHASES AND CONTRACTUAL SERVICES) of Title 3 (FINANCE, TAXATION AND PROCUREMENT) of the Code of the City of Alexandria, Virginia, 1981, as amended.

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That Section 3-3-14 of The Code of the City of Alexandria, Virginia, 1981, as amended, be, and the same hereby is, amended and reordained to read as follows:

Sec. 3-3-14 Rules and regulations.

(a) The ~~city~~ purchasing agent shall have authority and power to promulgate and establish, and from time to time amend and revise, all rules and regulations properly necessary to carry into effect the provisions of this chapter; provided, that before any rules and regulations, and any amendments or revisions thereof, shall become effective, the city manager shall approve the same.

(b) The city manager, or his designee, shall have the authority and power to adjust, by regulation, any dollar value threshold established in this chapter up to any similar threshold authorized by the Virginia Public Procurement Act when in the best interest of the City.

Section 2. That Section 3-3-36 of The Code of the City of Alexandria, Virginia, 1981, as amended, be, and the same hereby is, amended and reordained to read as follows:

Sec. 3-3-36 Notice of invitation to bid.

(a) Notice inviting bids shall be published on the website of the purchasing division ~~once in at least one newspaper published in or having a general circulation in the city a reasonable time~~ for at least ten days prior to the last day set for the receipt of bids.

(b) The purchasing agent also shall ~~also~~ solicit sealed bids from all responsible prospective ~~suppliers~~ vendors who have registered their names with the City to receive City solicitations ~~have requested their names to be added to a "bidders' list" which the purchasing agent shall maintain by sending such other notice as will acquaint them with the proposed purchase or sale.~~ In any case, invitations sent to registered ~~the vendors on the bidders' list~~ shall be limited to commodities that are similar in character and ordinarily handled by the trade group to which the invitations are sent.

(c) The purchasing agent also may ~~also~~ advertise pending ~~bids~~ solicitations ~~or sales~~ by notice posted on the public bulletin board in the division of purchasing, by submitting notice of pending solicitations for posting on the central electronic procurement website of the Virginia Department of General Services, or pursuant to any other means determined by the purchasing agent by regulation.

(d) The purchasing agent may solicit bids directly from unregistered vendors to increase competition or as is otherwise in the best interest of the City.

Section 3. That Section 3-3-72 of The Code of the City of Alexandria, Virginia, 1981, as amended, be, and the same hereby is, amended and reordained to read as follows:

Sec. 3-3-72 Small purchases.

~~(a) Any contract for goods, or non-professional services, or for professional services for an amount not exceeding the amounts established for small purchases not requiring competitive sealed bids or competitive negotiation set forth in the Virginia Public Procurement Act, whichever is applicable, not exceeding \$50,000 may be made in accordance with small purchase procedures promulgated by the purchasing agent; provided, however, that contract requirements shall not be artificially divided so as to constitute a small purchase under this section. Insofar as it is practical, no less than three businesses shall be solicited to submit quotations. Award shall be made to the business offering the lowest acceptable quotation. The name of the business submitting a quotation, and the date and amount of each quotation, shall be recorded and maintained as a public record.~~

~~(b) Subject to the approval of the city manager, the purchasing agent may establish written procedures, not requiring competitive negotiation for single or term contracts for professional services, if the aggregate or sum of all phases is not expected to exceed \$30,000; provided, however, The such small purchase procedures promulgated pursuant to subsection (a) of this section shall provide for competition wherever practicable.~~

Section 5. That this ordinance shall become effective upon the date and at the time of its final passage.

25. Public Hearing, Second Reading and Final Passage of an Ordinance to Repeal the Local Regulation Requiring Permitting of Massage Therapists and Establishments, Contained in Chapter 4.2 (Massage Regulations) of Title 11 (Health, Environmental and Sanitary Regulations), Section 9-1-59 of Chapter 1 (Business Licenses) of Title 9 (Licensing and Regulation) and Section 13-1-35 of Chapter 1 (General Offenses) of Title 13 (Miscellaneous Offenses) of The Code of the City of Alexandria, Virginia, With the Exception of a New Provision That Disallows a Massage Therapist to Operate in the City of Alexandria Without a State License.

(A copy of the informal memorandum explaining the ordinance is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 25; 10/19/13, and is incorporated as part of this record by reference.

A copy of the ordinance referred to in the above item, of which each Member of Council received a copy not less than 24 hours before said introduction, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 2 of Item No. 25; 10/19/13, and is incorporated as part of this record by reference.)

Ms. O'Donnell, Assistant City Attorney, explained the changes that were distributed to Council prior to the meeting.

The following person participated in the public hearing for this item:

- (a) Daniel Melmed, 5110 Dudley Lane, Apt. 304, Bethesda, Maryland, spoke in support of the ordinance.

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilman Smedberg and carried unanimously by roll-call vote, City Council closed the public hearing and adopted the ordinance to repeal the local regulation requiring permitting of massage therapists and establishments, contained in Chapter 4.2 (Massage Regulations) of Title 11 (Health, Environmental and Sanitary Regulations), Section 9-1-59 of Chapter 1 (Business Licenses) of Title 9 (Licensing and Regulation) and Section 13-1-35 of Chapter 1 (General Offenses) of Title 13 (Miscellaneous Offenses) of the Code of the City of Alexandria, Virginia, with the exception of a new provision that disallows a massage therapist to operate in the City of Alexandria without a state license and including the amendments submitted by the City Attorney's Office and the addition of language in subsection (a) to read "it shall be unlawful for any person to provide or administer a massage in the city FOR COMPENSATION except as specifically authorized by section 11-4.2-2(b). The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

The ordinance reads as follows:

ORDINANCE NO. 4837

AN ORDINANCE to amend and reordain Chapter 4.2 (MASSAGE REGULATIONS) of Title 11 (HEALTH, ENVIRONMENTAL AND SANITARY REGULATIONS) and repeal Section 9-1-59 of Chapter 1 (BUSINESS LICENSES) of Title 9 (LICENSING AND REGULATION) and Section 13-1-35 of Chapter 1 (GENERAL OFFENSES) of Title 13 (MISCELLANEOUS OFFENSES) of the Code of the City of Alexandria, Virginia, 1981, as amended

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. Chapter 4.2 of Title 11 of The Code of the City of Alexandria, Virginia, 1981, as amended, be, and the same hereby is, amended and reordained to read as follows:

Sec. 11-4.2-1 Definitions.

Sec. 11-4.2-2 Provision of massage.

~~Sec. 11-4.2-3 Massage therapists; issuance of massage therapist permits.~~

~~Sec. 11-4.2-4 Same issuance of home massage permits.~~

~~Sec. 11-4.2-5 Massage establishments; required licenses and permits.~~

~~Sec. 11-4.2-6 Same application for massage establishment permit; renewal.~~

~~Sec. 11-4.2-7 Same minimum standards.~~

~~Sec. 11-4.2-8 Same hours of operation.~~

~~Sec. 11-4.2-9 Same right of entry of chief of police and director.~~

~~Sec. 11-4.2-10 Suspension or revocation of massage therapist, home massage or massage establishment permit.~~

Sec. 11-4.2-~~11~~13 Specific unlawful acts.

Sec. 11-4.2-~~12~~14 Penalties.

~~Sec. 11-4.2-13 Records required for massage services in hotel guest rooms.~~

Sec. 11-4.2-1 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meaning given below, except in those instances when the context clearly indicates a different meaning.

~~(1) *Care facility.* Any place or building in which (i) medical, surgical, nursing or other health services are furnished by duly licensed individuals for the prevention, diagnosis or treatment of human disease, pain, injury or other physical condition to two or more unrelated sick, injured, disabled or aged persons, or (ii) convalescent or similar care is furnished by duly licensed individuals to two or more unrelated sick, injured, disabled or aged persons.~~

~~(2) *Director.* The director of public health of the city or his duly authorized representative.~~

~~(3)~~(2) *Massage.* The treatment of soft tissues for therapeutic purposes by the application of massage and bodywork techniques based on the manipulation or application of pressure to the muscular structure or soft tissues of the human body. The treatment of the external parts of the human body for comfort or the general well-being of the body, consisting of rubbing, stroking, kneading, tapping or vibrating one or more parts of the body with hand, or any instrument, for compensation.

~~(4) *Massage establishment.* Any establishment in the city where massages are provided or administered, or which holds itself out to the public as a place where massages are provided or administered; provided, that this definition shall not include a hotel, hospital, nursing home or medical clinic, a care facility, the office of a duly licensed physician, surgeon, physical therapist, chiropractor or osteopath, barbershop or a beauty salon.~~

~~(5) *Massage therapist.* Any person possessing a valid massage therapist permit issued pursuant to this chapter.~~

~~(6) *Police chief.* The chief of police of the city or his duly authorized representative.~~

~~(7) *Public gathering.* Any event occurring in the city that is open to the general public and involves more than 50 persons.~~

~~(8) *Residence.* A place which an individual considers his permanent abode and in which he either has resided during at least the prior six months or intends to reside during at least the next six months; this term shall not include any place which provides transient lodging such as hotels, inns, apartment house hotels, hostelryes, tourist homes or houses, motels, and rooming houses.~~

~~(9) *Seated massage.* A massage provided to the upper human body while the massage recipient is fully clothed and seated in a chair.~~

~~(10)~~ (3) *Sexual or genital part.* The genitals, pubic area, anus or perineum of any person, or the vulva or breasts of a female.

Sec. 11-4.2-2 Provision of massages.

(a) Except as provided in subsection (b), it shall be unlawful for any person to provide or administer a massage at any location in the city.

(b) Only the following persons, under the following conditions, may provide or administer a massage in the city:

(1) ~~Massage therapists:~~

~~(i) at or within a massage establishment;~~

~~(ii) at the regular place of business of the massage recipient between the hours of 9:00 a.m. and 6:00 p.m.; provided, that a therapist may only provide a seated massage at this location and may do so only if he possesses his massage therapy permit while performing the seated massage;~~

~~(iii) at a public gathering; provided, that the therapist possesses his massage therapy permit while performing massage at such a gathering;~~

~~(iv) at a care facility; provided, that the therapist possesses his massage therapy permit while performing at this location; and~~

~~(v) at the residence of the massage recipient between the hours of 6:00 a.m. and 9:00 p.m.; provided, that the therapist holds a valid home massage permit issued pursuant to this chapter, possesses that permit and his massage therapy permit while performing massage in a residence, and provides massage at the residence only to individuals identified in his home massage permit.~~

~~(vi) at a hotel having 45 or more guest rooms, which offers massage services to its registered overnight guests in the normal course of the hotel's business, either in the hotel room of the guest receiving the massage, or at a salon, day spa, fitness center or like facility located within the hotel, between the hours of 6:00 a.m. and 11:00 p.m.; provided, that the therapist carries his massage therapy permit on his person while performing massages in guest rooms.~~

(2) persons who are certified as a massage therapist by, and are in good standing with, the Virginia Board of Nursing:

~~(i) at the regular place of business of the massage recipient between the hours of 9:00 a.m. and 6:00 p.m.; provided, that the board certified therapist may only provide a seated massage at this location and may do so only if he possesses a picture identification while performing the seated massage; and~~

~~(ii) at a public gathering; provided, that the board certified therapist possesses a picture identification while performing massages at such a gathering; and~~

~~(3)~~(2) persons:

(i) at a hospital, nursing home or medical clinic, or at the office of a duly licensed physician, surgeon, physical therapist, chiropractor or osteopath; or

(ii) at a barbershop or beauty salon; provided, that, at this location, the person may only provide a massage to the scalp, face, neck or shoulders of the massage recipient.

~~Sec. 11-4.2 massage therapists; issuance of **massage** therapist permits.~~

~~(a) Any person who desires to provide or administer massages in the city as a massage therapist shall possess a valid massage therapist permit issued in accordance~~

~~with this section. A person possessing a massage therapist permit issued under this section who, following receipt of the permit, does not continue to meet the requirements set out in subsection (b) below shall not be considered to be in possession of a valid massage therapist permit.~~

~~(b) — In order to be eligible for a massage therapist permit, the applicant shall:~~

~~(1) — be certified as a massage therapist pursuant to sections 54.1-3000 and 54.1-3029 of the Code of Virginia (1950), as amended, by, and be in good standing with, the Virginia Board of Nursing, or have a valid provisional certificate to practice massage therapy which has been issued by the Board of Nursing pursuant to its regulations;~~

~~(2) — own, or be employed at or under contract including employees of a contractor with (i) a massage establishment for which a permit has been issued under section 11-4.2-5, or (ii) a hotel in the City of Alexandria described in section 11-4.2-2(b)(1)(vi) of this code; and~~

~~(3) — not have been convicted of, or pleaded nolo contendere or suffered a forfeiture in relation to, any of the offenses identified in sections 18.2-344 through 18.2-361 or sections 18.2-372 through 18.2-387 of the Code of Virginia (1950), as amended, which sections relate to sexual offenses, prostitution, obscenity and similar offenses, or any similar offenses under the laws of another jurisdiction.~~

~~(c) — All applicants for a massage therapist permit shall apply to the director. The application shall be on a form prepared by the director and shall be accompanied by an application fee of \$50, payable to the director of finance. The application shall contain the name, address, telephone number, date of birth, place of birth, and height and weight of the applicant, the applicant's Virginia Board of Nursing certified massage therapist number or provisional certification number, and the address and telephone number of the massage establishment or hotel which the applicant owns, is employed at, or is under contract with. The applicant shall also state on the application all criminal offenses for which he has been convicted or in relation to which he has pleaded nolo contendere or suffered a forfeiture, including the offenses identified in subsection (b).~~

~~(d) — The application to be filed under this section shall state thereon, "It is unlawful for any person to make a false statement on this application and the discovery of a false statement shall constitute sufficient grounds, in and of itself, for the denial of an application or revocation of a permit, or for the imposition of a fine or imprisonment or both." It shall be unlawful for a person to make a false statement on an application filed under this section.~~

~~(e) — The director shall refer the applicant to the chief of police to be photographed and fingerprinted. The photograph and fingerprints shall constitute part of the application. The chief of police shall, to the extent permitted by law, forward the applicant's fingerprint cards to the Virginia state police for purposes of conducting a review of the applicant's criminal history. After he has completed his investigation of the applicant, the chief of police shall return the application to the director, together with the results of his investigation.~~

~~(f) — The director shall deny any application for a massage therapist permit if the director finds that the applicant does not satisfy the requirements set out in subsection~~

~~(b). The making of a false statement on an application shall also be grounds for denial of the application.~~

~~(g) — The decision of the director on an application under this section shall be conveyed to the applicant in writing, and shall be sent by certified mail to the applicant's last known address. If the director denies the application, he shall state in his written decision the grounds for the denial and shall notify the applicant of his right to request a hearing, as provided in subsection (h). If the director approves the application, he shall issue, or cause to be issued, a massage therapist permit to the applicant.~~

~~(h) — An applicant whose application under this section has been denied may request a hearing before the director. Such request, which shall not stay the effect of the director's initial decision, shall be in writing and shall be filed with the director within 10 days of the date on which the director's decision was sent to the applicant. The director shall schedule a hearing on a date and at a time that is mutually convenient to the applicant and the director, and shall notify the applicant in writing of the date, time and place of the hearing. Within 10 days of the hearing, the director shall send a copy of his decision by certified mail to the applicant at his last known address. This decision shall be final and conclusive. In the event an applicant does not timely request a hearing on the director's initial decision to deny his application, or requests but does not attend the hearing, the initial decision shall be final and conclusive.~~

~~(i) — If, following the issuance of a massage therapist permit, a massage therapist intends to provide or administer massages at a massage establishment or hotel that is different from the establishment or hotel identified on his application, the therapist shall immediately notify the director in writing of this different establishment or hotel.~~

~~(j) — A permit issued under this section shall be valid for a period of two years, and it may be renewed for additional two-year periods upon the filing of a new application with the director, along with a \$50 fee payable to the director of finance. In applying for the renewal of a permit, the applicant shall demonstrate that he continues to meet the requirements of subsection (b). Every permit issued under this section shall contain a serial number as determined by the director, and each renewal application filed, and each renewal permit issued, shall continue to utilize the same serial number. The provisions of this section that apply to initial applications for massage therapist permits shall apply to applications for permit renewals.~~

~~(k) — Every person to whom a massage therapist permit has been issued shall carry the permit on his person, or shall display the permit in a conspicuous place in the massage establishment or hotel at which he provides or administers massages.~~

~~Sec. 11-4.2-4 Same — issuance of home **massage** permits.~~

~~(a) — Any massage therapist desiring to provide or administer a massage in the residence of massage recipients, pursuant to section 11-4.2-2(b)(1)(v), shall possess a valid home permit issued in accordance with this section. A person possessing a home massage permit issued under this section who, following receipt of the permit, does not continue to meet the requirements set out in subsection (b) below shall not be considered to be in possession of a valid home massage therapist permit.~~

~~(b) — In order to be eligible for a home massage permit, the applicant shall possess a valid massage therapist permit issued under section 11-4.2-3, and propose to provide or administer massages only to individuals who reside in residences in the city and only at the residences of such individuals;~~

~~(c) — All applicants for a home massage permit shall apply to the chief of police. The application shall be on a form prepared by the chief, and shall be accompanied by an application fee of \$25, payable to the director of finance. The application shall contain the applicant's name and address, his Virginia Board of Nursing certified massage therapist number, the number of the massage therapist permit issued to him under section 11-4.2-3 and, as to each residence at which he wishes to provide massages, the address of the residents who will receive massages.~~

~~(d) — The application to be filed under this section shall state thereon, "It is unlawful for any person to make a false statement on this application and the discovery of a false statement shall constitute sufficient grounds, in and of itself, for denial of an application or revocation of a permit, after the imposition of a fine or imprisonment or both." It shall be unlawful for a person to make a false statement on an application filed under this section.~~

~~(e) — The chief of police shall deny any application for a home massage permit if the chief finds that the applicant does not satisfy the requirements set out in subsection (b). The making of a false statement on an application shall also be grounds for denial of the application.~~

~~(f) — The decision of the chief of police on an application under this section shall be conveyed to the applicant in writing, and shall be sent by certified mail to the applicant's last known address. If the chief denies the application, he shall state in his written decision the grounds for the denial and shall notify the applicant of his right to request a hearing, as provided in subsection (g). If the chief approves the application, he shall issue, or cause to be issued, a home massage permit to the applicant which, among other things, shall state the address of each residence at which the therapist is authorized to provide massages.~~

~~(g) — An applicant whose application under this section has been denied may request a hearing before the chief of police. Such request, which shall not stay the effect of the chief's initial decision, shall be in writing and shall be filed with the chief within 10 days of the date on which the chief's decision was sent to the applicant. The chief shall schedule a hearing on a date and at a time that is mutually convenient to the applicant and the chief, and shall notify the applicant in writing of the date, time and place of the hearing. Within 10 days of the hearing, the chief shall send a copy of his decision by certified mail to the applicant at his last known address. This decision shall be final and conclusive. In the event an applicant does not timely request a hearing on the chief's initial decision to deny his application, or requests but does not attend the hearing, the initial decision shall be final and conclusive.~~

~~(h) — If, following the issuance of a home massage permit, a massage therapist wishes to provide or administer massages at residences other than those identified in the permit, the therapist shall request the chief of police to amend the permit to include the address of such other residences at which the therapist may provide massages. No~~

~~massages shall be provided in such other residences until an appropriate permit amendment has been issued by the chief.~~

~~(i) — A permit issued under this section shall be valid for a period of one year, and it may be renewed for additional one-year periods upon the filing of a new application with the chief of police, along with a \$25 fee payable to the director of finance. In applying for the renewal of a permit, the applicant shall demonstrate that he continues to meet the requirements of subsection (b) and has, since the issuance of the permit, complied with section 11-4.2-2(b)(1)(v). Every permit issued under this section shall contain a serial number as determined by the chief of police, and each renewal application filed and each renewal permit issued shall continue to utilize the same serial number.~~

~~(j) — Every person to whom a home massage permit has been issued shall carry the permit on his person when providing or administering massage in a residence.~~

~~(k) — A home massage permit shall not be required for provision of massages at a hotel pursuant to section 11-4.2-2(b)(1)(vi).~~

~~Sec. 11-4.2-5 Massage establishments; required licenses and permits.~~

~~(a) — It shall be unlawful for any person to establish, maintain or operate a massage establishment in the city without an appropriate business license under title 9 of this code and a valid massage establishment permit issued under this section.~~

~~(b) — Every person to whom a massage establishment permit has been issued shall display the permit in a conspicuous place in the massage establishment so that it may be readily seen by persons entering the establishment.~~

~~Sec. 11-4.2-6 Same — application for massage establishment permit; renewal.~~

~~(a) — Any person desiring to own or operate a massage establishment in the city and every salon, day spa, fitness center or like facility, but not guest rooms, located in a hotel at which massages are provided pursuant to section 11-4.2-2(b)(1)(vi), shall obtain a massage establishment permit from the director. An application for a massage establishment permit shall be on a form prepared by the director and shall be accompanied by an application fee of \$25, payable to the director of finance. Each application shall contain the name, address and telephone number of the owner and operator of the massage establishment, and the address and telephone number of the establishment. The applicant shall also state on the application all criminal offenses for which the owner and operator have been convicted or in relation to which either has pleaded nolo contendere or suffered a forfeiture, including the offenses identified in section 11-4.2-3(b).~~

~~(b) — The application shall state that no person may provide or administer a massage at the massage establishment for which the permit is sought without a massage therapist permit issued under this chapter, and that the applicant has read and understands this statement. The application shall also state thereon, "It is unlawful for any person to make a false statement on this application and discovery of a false statement shall constitute sufficient grounds, in and of itself, for denial of an application or revocation of a permit, or for the imposition of a fine or imprisonment or both." It shall be unlawful for the applicant to make a false statement on any application filed pursuant to this section.~~

~~(c) — Upon receipt of an application, the director shall forward a copy to the chief of police for his review, and shall cause an investigation to be made of the massage establishment named in the application to determine whether it will comply with the provisions of section 11-4.2-7. If the director is satisfied from such investigation that the massage establishment will so comply, he shall issue, or cause to be issued, a massage establishment permit authorizing the establishment, maintenance and operation of the massage establishment. If the director is not so satisfied, he shall deny the application.—~~

~~(d) — The decision of the director on an application under this section shall be conveyed to the applicant in writing, and shall be sent by certified mail to the address given by the applicant in the application. If the director denies the application, he shall state in his written decision the grounds for the denial and shall notify the applicant of his right to request a hearing, as provided in subsection (e).—~~

~~(e) — An applicant whose application under this section has been denied may request a hearing before the director. Such request, which shall not stay the effect of the director's initial decision, shall be in writing and shall be filed with the director within 10 days of the date on which the director's decision was sent to the applicant. The director shall schedule a hearing on a date and at a time that is mutually convenient to the applicant and the director, and shall notify the applicant in writing of the date, time and place of the hearing. Within 10 days of the hearing, the director shall send a copy of his decision by certified mail to the applicant at his last known address. This decision shall be final and conclusive. In the event an applicant does not timely request a hearing on the director's initial decision to deny his application, or requests but does not attend the hearing, the initial decision shall be final and conclusive.—~~

~~(f) — A massage establishment permit issued under this section shall be valid for a period of one year, and it may be renewed for additional one-year periods upon the filing of a new application. The provisions of this section that apply to initial applications shall apply to renewal applications.—~~

~~Sec. 11-4.2-7 Same — minimum standards.—~~

~~Every massage establishment in the city and every salon, day spa, fitness center or like facility, but not guest rooms, located in a hotel at which massages are provided pursuant to section 11-4.2-2(b)(1)(vi), shall, at all times, comply with the following minimum health and safety standards:—~~

~~(1) — Massages may only be provided or administered by a massage therapist who possesses a valid massage therapist permit issued under this chapter.—~~

~~(2) — The premises shall have adequate equipment for disinfecting and sterilizing nondisposable instruments and materials used in administering massage. Such nondisposable instruments and materials shall be disinfected after use on each patron.—~~

~~(3) — Closed cabinets shall be provided and used for the storage of clean linen, towels and other materials used in connection with administering massages. All soiled linens,~~

~~towels and other materials shall be kept in properly covered containers or cabinets, which container's or cabinets shall be kept separate from the clean storage areas.~~

~~(4) — Clean linen and towels shall be provided for each massage patron. No common use of towels or linens shall be permitted.~~

~~(5) — All massage tables shall have surfaces which may be readily disinfected. The floor areas, depending on the material covering the floor surface, shall have surfaces which may be readily disinfected. This provision shall be applicable to bathtubs, showers, stalls, steam or bath areas, if applicable.~~

~~(6) — Oils, creams, lotions or other preparations used in administering massages shall be kept in clean, closed containers or cabinets.~~

~~(7) — Adequate dressing facilities shall be provided for the patrons to be served at any given time. Adequate toilet facilities as required by law shall be furnished.~~

~~(8) — All walls, ceilings, floors, pools, showers, bathtubs, steam rooms and all other physical facilities, where provided, shall be in good repair and maintained in a clean and sanitary condition. All facilities shall be thoroughly cleaned each day the business is in operation, and all massage tables and bathtubs and showers, where furnished, shall be thoroughly cleaned after each use. When carpeting is used on any floor area, it shall be kept dry.~~

~~(9) — The premises shall be equipped with a service sink for custodial services, if applicable.~~

~~Sec. 11-4.2-8 Same — hours of operation.~~

~~Massage establishments shall not operate before 6:00 a.m. or after 9:00 p.m. and salon, day spa, fitness center or like facilities, and in-room massage services located or provided in a hotel at which massages are provided pursuant to section 11-4.2-2(b)(1)(vi), shall not operate or be offered before 6:00 a.m. or after 11:00 p.m. Massage establishments and salon, day spa, fitness center or like facilities, and in-room massage services located or provided in a hotel at which massage are provided pursuant to section 11-4.2-2(b)(1)(vi), may be opened or offered seven days a week.~~

~~Sec. 11-4.2-9 Same — right of entry of chief of police and director.~~

~~The chief of police and the director may enter, examine and survey any premises in the city for which a massage establishment permit has been issued to enforce the provisions of this chapter. Such inspections shall be made in a reasonable manner during business hours only. Every holder of a massage establishment permit shall be deemed, by virtue of the application for and utilization of such permit, to have consented and agreed to all of the provisions of this chapter, including the right of entry and inspection set forth in this section.~~

~~Sec. 11-4.2-10 Suspension or revocation of **massage** therapist, home massage or massage establishment permit.~~

~~(a) — One or more violations of the provisions of this chapter by the permittee named in a massage therapist, massage establishment or home massage permit shall be~~

~~grounds for the director, in the case of massage therapist and massage establishment permits, or the chief of police, in the case of home massage permits, to suspend or revoke the permit. Prior to a permit suspension or revocation, the director or chief shall provide written notice of the proposed action to the permittee, of the reasons for the proposed action, and of the opportunity for a hearing before the director or chief. The notice shall be mailed by certified mail to the last known address of the permittee. The permittee shall request a hearing before the director or chief by filing a request in writing within 10 days after notice of the director's or chief's proposed action has been mailed to the permittee. The director or chief shall schedule a hearing on a date and at a time that is mutually convenient to all parties. The director or chief shall give written notice of the date, time and place of the hearing to the permittee. Within 10 days of the hearing, the director or chief shall send a copy of his decision by certified mail to the permittee at his last known address. This decision shall be final and conclusive.~~

~~(b) If a permittee does not request a hearing, the action proposed by the director or chief shall be effective, and shall be final and conclusive, at the close of the tenth day following the day on which notice of the proposed action was mailed to the permittee. If the permittee requests but does not participate in the hearing, the action proposed by the director or chief shall be immediately effective, and shall be final and conclusive.~~

~~(c) One or more violations of the provisions of this chapter at a hotel which offers massage services pursuant to section 11-4.2-2(b)(1)(vi) of this code shall be grounds for the director to suspend or revoke the authorization to offer massage services by the hotel. Prior to such suspension or revocation, the director shall provide written notice of the proposed action to the hotel, of the reasons for the proposed action, and of the opportunity for a hearing before the director. The notice shall be mailed by certified mail to the hotel. The hotel may request a hearing before the director by filing a request in writing within 10 days after notice of the director's proposed action has been mailed. The director shall schedule a hearing on a date and at a time that is mutually convenient to all parties. The director shall give written notice of the date, time and place of the hearing to the hotel. Within 10 days of the hearing, the director shall send a copy of his decision by certified mail to the permittee at his last known address. This decision shall be final and conclusive.~~

Sec. 11-4.2-413 Specific unlawful acts.

(a) It shall be unlawful for any person to provide or administer a massage in the city for compensation except as specifically authorized by section 11-4.2-2(b).

(b) It shall be unlawful for any person who is providing or administering a massage for compensation in a massage establishment, or in any of the other locations and facilities identified in section 11-4.2-2(b) at which massage may be provided or administered, to place his hand or hands upon, to touch with any part of his body, to fondle in any manner, or to massage sexual or genital part of another person.

(c) It shall be unlawful for any person to expose his or her sexual or genital parts, or any portion thereof, to any other person, for compensation. It shall also be unlawful for any person to expose the sexual or genital parts, or any portion thereof, of any other person for compensation. However, it shall not be unlawful for a certified massage

therapist to massage the breasts of a woman, if such massage is medically indicated after the diagnosis of a medical condition by a physician and with the informed consent of the client. ~~It shall be unlawful for any person, in a massage establishment, or in any of the other locations and facilities identified in section 11-4.2-2(b) at which massage may be provided or administered, to expose a sexual or genital part, or any portion thereof, of his own to any other person, or to cause to be exposed a sexual or genital part, or any portion thereof, of any other person.~~

(d) ~~It shall be unlawful for any person, while in the presence of any other person who is providing or administering a massage for compensation in a massage establishment, or in any of the other locations and facilities identified in section 11-4.2-2(b) at which massage may be provided or administered, to fail to conceal with a fully opaque covering the sexual or genital parts of his or her body. However, it shall not be unlawful for a certified massage therapist to massage the breasts of a woman, if such massage is medically indicated after the diagnosis of a medical condition by a physician and with the informed consent of the client.~~

(e) ~~It shall be unlawful for any person owning, operating or managing a massage establishment or any of the other locations and or facilities identified in section 11-4.2-2(b) at which massages may be provided or administered knowingly to cause, allow or permit in or about the establishment, location or facility any agent, employee or other person under his control or supervision to perform any of the acts described above in subsection (a), (b), (c) or (d).~~

Sec. 11-4.2-12~~4~~ Penalties.

Any person violating any of the provisions of this chapter shall, upon conviction, be guilty of a class 1 misdemeanor and shall be punished by a fine not exceeding \$2,500 or imprisonment not exceeding 12 months, or both. Violations of the provisions of this chapter may also be restrained, prohibited or enjoined by appropriate action or proceeding. Notwithstanding the above, no provision of this chapter shall apply to employees or agents of the United States, the Commonwealth of Virginia or the city, or of any agency or department of these governmental units, including city police officers, while in the performance of official duties.

~~Sec. 11-4.2-13 Records required for massage services in hotel guest rooms.~~

~~(a) — Each hotel which offers massage services in hotel guest rooms pursuant to this chapter shall maintain a written record for a period of not less than two years of each massage provided, including the date and time of service, identity of massage therapist and name of guest.~~

~~(b) — Each massage therapist who provides massage services in hotel guest rooms pursuant to this chapter shall maintain a written record for a period of not less than two years of each massage provided at the hotel, including the date and time of service and name of guest.~~

~~(c) — Failure to maintain the records required by this section shall be a Class 3 civil violation.~~

~~(d) — Records maintained pursuant to this section shall be produced on written demand by the director or the chief of police.~~

Section 2. Section 13-1-35 of Chapter 1 (General Offenses) of Title 13 (Miscellaneous Offenses) of The Code of the City of Alexandria, Virginia, 1981, as amended, be, and the same hereby is, repealed:

~~Sec. 13-1-35 Massage parlors.~~

~~(a) — It shall be unlawful for any person, in a massage parlor, to place his or her hand or hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage, a sexual or genital part of any other person.~~

~~(b) — It shall be unlawful for any person, in a massage parlor, to expose his or her sexual or genital parts, or any portion thereof, to any other person. It shall also be unlawful for any person, in a massage parlor, to expose the sexual or genital parts, or any portion thereof, of any other person.~~

~~(c) — It shall be unlawful for any person, while in the presence of any other person in a massage parlor, to fail to conceal with a fully opaque covering, the sexual or genital parts of his or her body.~~

~~(d) — It shall be unlawful for any person owning, operating or managing a massage parlor, knowingly to cause, allow, or permit in or about the massage parlor, any agent, employee, or any other person under his control or supervision to perform such acts prohibited in subsections (a), (b) or (c) of this section.~~

~~(e) — For the purposes of this section, the following words shall have the meaning assigned below:~~

~~(1) — Massage shall mean a method of treating parts of the human body for comfort or the general well-being of the body, consisting of rubbing, stroking, kneading, tapping or vibrating with the hand or any instrument.~~

~~(2) — Massage parlor shall mean any establishment where massages are administered or which holds itself out to the public as a place where massages are administered. The term "massage parlor" shall include but shall not be limited to massage parlors, health clubs, health spas, Turkish bathhouses and similar type businesses, whether such business is a public or private facility. This definition shall not be construed to include:~~

~~a. — any establishment providing facilities for and offering instruction in controlled exercise, weight lifting, calisthenics and general physical fitness, and which offers massages to its members or patrons only as an incidental service, constituting no more than five percent of the total gross business income derived at each business location of such establishment; or~~

~~b. — any hospital, nursing home, medical clinic or the office of a duly licensed physician, surgeon, physical therapist, chiropractor or osteopath; or~~

~~c. — any barbershop or beauty salon in which massages are administered only to the scalp, the face, the neck or the shoulders.~~

~~(3) — Sexual or genital parts shall include the genitals, pubic area, buttocks, anus or perineum of any person, or the vulva or breasts of a female.~~

~~(f) Any person violating the provisions of this section shall, upon conviction, be punished as provided in section 1-1-7 of this code; provided, however, that no provision of this section shall apply to police officers or agents or officials of the United States, Commonwealth of Virginia, City of Alexandria or any agency thereof or their agents while in performance of official duties relating to any violation of this section or of any law of the United States, the Commonwealth of Virginia or the City of Alexandria.~~

~~(g) Every person owning, operating or managing a massage parlor shall post a copy of this ordinance in a conspicuous place in the massage parlor so that it may be readily seen by persons entering the premises.~~

Section 3. Section 9-1-59 of Chapter 1 (Business Licenses) of Title 9 (Licensing and Regulation) of The Code of the City of Alexandria, Virginia, 1981, as amended, be, and the same hereby is, repealed:

~~Sec. 9-1-59 Massage parlor operators.~~

~~Every person operating a massage parlor, as defined by section 11-4-1 of this code, in the city shall pay for the privilege an annual license tax of \$5,000. Before any license under this section shall be issued by the director of finance, the applicant shall produce evidence that he has obtained a permit under the provisions of section 11-4-7 of this code.~~

This ordinance shall become effective immediately.

REPORTS OF BOARDS, COMMISSIONS AND COMMITTEES (continued)

DEFERRAL/WITHDRAWAL CONSENT CALENDAR

Planning Commission (continued)

None.

THERE BEING NO FURTHER BUSINESS TO CONSIDER, upon motion by Councilwoman Pepper, seconded by Vice Mayor Silberberg and carried unanimously, City Council adjourned the public hearing meeting of October 19, 2013, at 5:17 p.m. The vote was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

APPROVED BY:

WILLIAM D. EUILLE MAYOR

ATTEST:

Gloria Sitton, Deputy City Clerk

**City of Alexandria
Meeting Minutes
Tuesday, October 22, 2013
7:00 P.M.
Council Chambers**

Present: Mayor William D. Euille, Vice Mayor Allison Silberberg, Members of Council John Taylor Chapman, Timothy B. Lovain, Redella S. Pepper, Paul C. Smedberg and Justin M. Wilson.

Absent: None.

Also Present: Mr. Young, City Manager; Mr. Banks, City Attorney; Mr. Fletcher, Special Assistant to the City Manager; Ms. Evans, Deputy City Manager; Mr. Jinks, Deputy City Manager; Mr. Gates, Deputy City Manager; Ms. Anderson, Assistant City Attorney; Police Captain Wemple; Ms. Smith, Director, Office of Management and Budget; Mr. Beaver, Office of Management and Budget; Mr. Caton, Legislative Director; Ms. Triggs, Director, Office of Finance; Ms. Coley, Office of Finance; Mr. Baier, Director, Transportation and Environmental Services; Mr. Maslanka, Transportation and Environmental Services; Ms. Poole, Transportation and Environmental Services; Ms. Sanders, Transportation and Environmental Services; Mr. Duvall, Transportation and Environmental Services; Mr. Baxter, Transportation and Environmental Services; Mr. Johnson, Transportation and Environmental Services; Ms. Reinfeld, Transportation and Environmental Services; Fire Chief Thiel; Mr. Castrilli, Office of Communications; Ms. Hamer, Director, Planning and Zoning; Ms. Eisher, Planning and Zoning; Ms. Willger, Planning and Zoning; Ms. McVary, Planning and Zoning; Mr. Chozick, Planning and Zoning; Mr. Catlett, Director, Office of Code Administration; Mr. Hunt, Office of Code Administration; Ms. Bryan, Information Technology Services; and Mr. Lloyd.

Recorded by: Jacqueline M. Henderson, City Clerk and Clerk of Council

* * * * *

6:00 p.m. - Work Session with the Budget and Fiscal Affairs Advisory Committee

City Council held the work session.

* * * * *

1. Calling the Roll.

The meeting was called to order by Mayor Euille, and the City Clerk called the roll. All

members of Council were present.

2. Moment of Silence and Pledge of Allegiance

City Council observed a moment of silence.

3. Reading and Acting Upon the Minutes of the Following Meeting of City Council:

The Regular Meeting Minutes of October 8, 2013.

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilman Chapman and carried unanimously, City Council approved the regular meeting minutes of October 8, 2013. The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

RECOGNITION OF YOUTH BY MEMBERS OF CITY COUNCIL

None.

PROCLAMATIONS

4. Presentation of a Proclamation Recognizing the Winners of the 2013 Ben Brenman Awards: Laura Trieschmann, Char McCargo Bah, Boyd Sipe and Champlain Stone.

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Councilman Wilson and carried unanimously, City Council endorsed the proclamation. The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

5. Recognition of the City of Alexandria Being Named by the League of American Bicyclists as a Bicycle Friendly Community at the Silver Level.

City Council received the award given by the League of American Bicyclists as a Bicycle Friendly Community at the Silver Level.

6. Presentation of Community Awards Certificates for the Black History Mural Project at the Charles Houston Rec Center.

City Council presented Community Awards Certificates for the Black History Mural Project at the Charles Houston Rec Center.

REPORTS AND RECOMMENDATIONS OF THE CITY MANAGER

CONSENT CALENDAR (7-11)

(Resignations and Uncontested Appointments)

7. Receipt of the Following Resignations from Members of Boards, Commissions and

Committees:

- (a) Board of Zoning Appeals
Jennifer Lewis
- (b) Citizen Corps Council
Bill Purdy
- (c) Community Services Board
David Giammittorio

(A copy of the above resignations is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 7; 10/22/13, and is incorporated as part of this record by reference.)

8. Uncontested Appointments to Boards, Commissions and Committees:

- (a) Commission on HIV/AIDS
2 Citizen Members
- (b) Commission on Persons with Disabilities
1 Citizen Member
- (c) Landlord-Tenant Relations Board
1 Minority Resident of the City Who is Not a Landlord or a Tenant

(A copy of the above uncontested appointments is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 8; 10/22/13, and is incorporated as part of this record by reference.)

(Reports and Recommendations of the City Manager)

9. Consideration of Authorization of Recommended Capital Project Allocations and Planned Expenditures.

(A copy of the City Manager's memorandum dated October 16, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 9; 10/22/13, and is incorporated as part of this record by reference.)

10. Consideration of a Grant Application to the U.S. Department of Housing and Urban Development for Homeless Services Planning Costs.

(A copy of the City Manager's memorandum dated October 16, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 10; 10/22/13, and is incorporated as part of this record by reference.)

11. Consideration of a Grant Application For a Digital Architectural Field Survey of the Old and Historic Alexandria District.

(A copy of the City Manager's memorandum dated October 16, 2013, is on file in the

Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 11; 10/22/13, and is incorporated as part of this record by reference.)

END OF CONSENT CALENDAR

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Councilman Chapman and carried unanimously, City Council adopted the consent calendar, with the removal of item #9, which was considered under separate motion, as follows:

7. City Council received the following resignations with regret: (a) Jennifer Lewis, Board of Zoning Appeals; (b) Bill Purdy, Citizen Corps Council; and (c) David Giammittorio, Community Services Board.

8. City Council made the following appointments to boards, commissions and committees: (a) appointed Doc McConnell as the one citizen member to the Commission on Persons with Disabilities; (b) reappointed Monique Robinson and appointed Charles Sumpter as the two citizen members to the Commission on HIV/AIDS; and (c) reappointed Monique Banks as the one minority resident of the City who is not a landlord or a tenant to the Landlord-Tenant Relations Board.

10. City Council: 1. authorized the annual submission of the collaborative grant application for the Continuum of Care funding, up to \$671,023, in response to the anticipated U.S. Department of Housing and Urban Development's Notice of Funding Availability. The expected grant due date is November 15, 2013; and 2. authorized the City Manager to execute all necessary documents.

11. City Council: 1. authorized the submission of the grant application to the National Center for Preservation Technology and Training, not to exceed \$40,000. This grant is due by November 19, 2013; and 2. authorized the City Manager to execute all the necessary documents that may be required.

The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

9. Consideration of Authorization of Recommended Capital Project Allocations and Planned Expenditures.

(A copy of the City Manager's memorandum dated October 16, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 9; 10/22/13, and is incorporated as part of this record by reference.)

Mr. Chozick, GIS Division Chief, Planning and Zoning, responded to questions of City Council regarding the GIS system that will be upgraded and the relationship with ACPS and what they are using.

WHEREUPON, upon motion by Councilman Chapman, seconded by Councilwoman Pepper and carried unanimously, City Council authorized \$9,389,026 for capital project allocations and planned expenditures for the capital projects as detailed in the Capital Improvement Program Expenditure Summary. The voting was as follows: In favor, Mayor

Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

CONTESTED APPOINTMENTS

- 12.** Affordable Housing Advisory Committee
1 Representative of the City's Faith Community

(The following persons volunteered for appointment to the above Commission)

NAME: ENDORSED BY:

Norman Weiss

(Material pertaining to the above appointment is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 12; 10/22/13, and is incorporated as part of this record by reference.)

WHEREUPON, ballots were distributed, tellers were appointed and ballots tallied with following results: City Council waived the residency requirement and appointed Norman Weiss as the one representative of the City's faith community to the Affordable Housing Advisory Committee. The voting was as follows:

| | | |
|------------|---|-------|
| Euille | - | Weiss |
| Silberberg | - | Weiss |
| Chapman | - | Weiss |
| Lovain | - | Weiss |
| Pepper | - | Weiss |
| Smedberg | - | Weiss |
| Wilson | - | Weiss |

- 13.** Commission on HIV/AIDS
1 Citizen Member
(This item has been removed from the contested appointments)

- 14.** Waterfront Commission
1 Citizen Representative Who Resides East of Washington Street and North of King Street

(The following persons volunteered for appointment to the above Commission)

NAME: ENDORSED BY:

Ann Horowitz
Stephen Thayer

(Material pertaining to the above appointment is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 14; 10/22/13, and is incorporated as part of this record by reference.)

WHEREUPON, ballots were distributed, tellers were appointed and ballots tallied with following results: City Council appointed Ann Horowitz as the one citizen representative who resides east of Washington Street and north of King Street to the Waterfront Commission. The voting was as follows:

| | | |
|------------|---|----------|
| Euille | - | Thayer |
| Silberberg | - | Horowitz |
| Chapman | - | Horowitz |
| Lovain | - | Thayer |
| Pepper | - | Horowitz |
| Smedberg | - | Horowitz |
| Wilson | - | Horowitz |

REPORTS AND RECOMMENDATIONS OF THE CITY MANAGER FOR DISCUSSION

15. Consideration of the Proposed City Legislative Package For The 2014 General Assembly Session.

(A copy of the City Manager's memorandum dated October 16, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 15; 10/22/13, and is incorporated as part of this record by reference.)

Mr. Caton, Legislative Director, made a presentation of the proposed Legislative Package and responded to questions of City Council.

WHEREUPON, upon motion by Councilman Smedberg, seconded by Councilwoman Pepper and carried unanimously, City Council: 1. received the proposals for the City's 2014 Legislative Package, as recommended by Council's Legislative Subcommittee and included in attachment 1, with the addition of allowing for a tax on plastic bags at grocery stores; 2. scheduled the legislative package proposals for public hearing on Saturday, November 16, 2013; 3. scheduled the proposed City Charter amendments for public hearing on Saturday, November 16, 2013; and 4. scheduled adoption of the legislative package for Tuesday, November 26, 2013. The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

16. Consideration of Granting Conditional Approval of a Change in Use of the Property Located at 711 Wilkes Street in Order to Satisfy a Covenant to Which the Property is Currently Subjected.

(A copy of the City Manager's memorandum dated October 16, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 16; 10/22/13, and is incorporated as part of this record by reference.)

Ms. Anderson, Assistant City Attorney, made a presentation of the report and responded to questions of City Council.

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Councilman Smedberg and carried unanimously, City Council granted a conditional approval for the change of use, contingent upon Planning Commission approval of a development site plan

consistent with the concept plan dated August 23, 2013 and the Old and Historic Alexandria Board of Architectural Review approval of a Certificate of Appropriateness for the new construction. The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

OTHER

17. Development Special Use Permit #2013-0012

923 King Street - King Building at 923

Consideration of a request for an extension of a previously approved development special use permit and site plan (DSUP2010-0002) to construct an addition for restaurant and apartment units; zoned KR/King St Retail. Applicant: Shoja-Maddahi Seyed Hossein

Planning Commission Action: Recommend Approval 7-0

(Deferred from September 21, 2013 City Council Public Hearing)

(A copy of the Planning Commission report dated October 16, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 17; 10/22/13, and is incorporated as part of this record by reference.)

Ms. Willger, Planning and Zoning, made a presentation of the staff report and she, along with Mr. Catlett, Director, Office of Code Administration, responded to questions of City Council.

WHEREUPON, a motion was made by Councilman Smedberg and seconded by Councilwoman Pepper, that City Council approve the Planning Commission recommendation, with an amendment to allow for a one year extension.

Mr. Mark Sweeden, construction manager, spoke of the contracts they have in place for the project and that they are moving forward on the construction.

The voting on the motion was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

REPORTS AND RECOMMENDATIONS FROM BOARDS, COMMISSIONS AND COMMITTEES

ORAL REPORTS BY MEMBERS OF CITY COUNCIL

1. Councilman Wilson circulated a memo to Council regarding the City's broadband strategy. He said he and Councilwoman Pepper are the Council representatives to the Commission on Information Technology and have forwarded recommendations to change the composition, purpose and responsibilities of the Commission and those will be on the docket next month. Part of that strategy is to focus the Commission more broadly on developing a broadband strategy. Councilman Wilson noted what other cities are doing with their broadband strategies. He said they have an opportunity to try to shape a strategy that Council can execute. He said some of the things they need to focus on and concepts they need to look at is helping to attract broadband deployment and different ways to do conduit deployment, piggy-backing on significant infrastructure work, adopt a dig once policy, to modify City policies

on right-of-way access and to look at broadband asset reports. Councilman Wilson asked the City Manager to work with the IT Commission and come back with recommendations on how to bring forward a strategy for the City to adopt in the future.

2. Vice Mayor Silberberg offered condolences to the families and the community on the loss of former Councilwoman Lois Walker and former Vice Mayor Mel Bergheim.

3. Vice Mayor Silberberg said she spoke today at an event for the promotion of Street Smart and there were representatives from D.C., Maryland and Virginia at the event. She said bicyclists, pedestrians and drivers all share the road and they want everyone to be safe, and she noted that 70 percent of all pedestrian and bicycle crashes happen in the Fall. Vice Mayor Silberberg encouraged everyone to look, to walk in crosswalks and wait for the walk signals at intersections.

4. Vice Mayor Silberberg said that every month, she has a coffee/gathering, called Council in Your Corner, and folks share with her their concerns about the City. Vice Mayor Silberberg said she invites everyone to come and said this month's gathering will be at Union Street Pub from 10:00 a.m. to 12:00 noon.

5. Councilwoman Pepper said the City is participating in an annual nationwide prescription drug take-back day and there are three locations: The Alexandria Police Department on Wheeler Avenue, Del Ray Pharmacy on Mt. Vernon Avenue, and the First Baptist Church on King Street.

6. Councilmember Lovain thanked everyone who helped with the Scholarship Fund Telethon.

7. Councilmember Lovain said he was at the Rail Volution Conference in Seattle, where 1,400 people from 200 U.S. communities came to talk about building livable communities and transit. He said Seattle now has cars to go, which are the Zipcars that one can just take and drive away.

ORAL PRESENTATIONS BY MEMBERS OF CITY COUNCIL

ORAL REPORT FROM THE CITY MANAGER

City Manager Young noted that the School Board has requested a work session with City Council on the capital budget on Monday, November 25 and asked that it be added to the Council calendar at the end of the meeting if Council wants to have that discussion.

18. AlexStat Report
(This item has been removed from the docket)

19. Oral Updates for On-going Regional Transportation Studies: DRPT Route 1 Alternatives Analysis, NVTC Route 7 Alternatives Analysis, and NVRC Potomac River Commuter Ferry Study.

Mr. Baier, Director, Transportation and Environmental Services, along with Ms. Reinfeld, T&ES and Mr. Maslanka, T&ES, made a presentation of the report and responded to questions of City Council.

ORDINANCES AND RESOLUTIONS

20. Consideration of a Resolution to Amend the City of Alexandria Firefighters and Police Officers Pension Plan. [ROLL-CALL VOTE]

(A copy of the City Manager's memorandum dated October 16, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 20; 10/22/13, and is incorporated as part of this record by reference.)

Ms. Triggs, Director, Office of Finance, made a presentation of the report and she, along with Mr. Muse, vice president, Black Professional Firefighters Association, Mr. Scott, president, Alexandria Firefighters, Inc. Local 2141, and Ms. Coley, Pension Division, Office of Finance, responded to questions of City Council.

WHEREUPON, upon motion by Councilman Smedberg, seconded by Councilman Wilson and carried unanimously by roll-call vote, City Council adopted the resolution which amends the City of Alexandria Firefighters and Police Officers Pension Plan and restates the plan document to combine the 2009 plan document restatement and all the post-adoption amendments into one document. City Council accepted the combination of: 1. benefit changes; 2. modifications to the definitions, administration, and design of disability component of the retirement plan; 3. a memorandum of agreement; and 4. employer/employee cost sharing of increases in pension and disability costs as a non-cash substitute for the two percent increase in employee contributions rates proposed and adopted in the City's Fiscal Year 2014 budget. The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

The resolution reads as follows:

RESOLUTION NO. 2579

WHEREAS, the City of Alexandria maintains "The City of Alexandria Firefighters and Police Officers Pension Plan" (the "Plan"); and

WHEREAS, the City of Alexandria desires to adopt and incorporate certain amendments to the Plan as set forth in the Amendment attached hereto; and

WHEREAS, public notice of the proposed amendments as required pursuant to the terms of the Plan was made, plan participants were invited to meetings for public comment and no objections to the proposed amendments were raised;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ALEXANDRIA, VIRGINIA THAT the Alexandria City Council does hereby recognize, adopt, amend, approve and restate the Plan to incorporate the amendments attached hereto and incorporated fully herein by reference; and

BE IT FURTHER RESOLVED THAT this Resolution shall be effective immediately; provided however, that the amendments hereby approved shall be effective as stated in the Plan.

21. Consideration of a Resolution Authorizing the Establishment by the Alexandria Sanitation Authority (Alexandria Renew Enterprises) of a Trust for Expenses Relating to Other Post-Employment Benefits. [ROLL-CALL VOTE]

(A copy of the City Manager's memorandum dated October 16, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 21; 10/22/13, and is incorporated as part of this record by reference.)

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilman Smedberg and carried unanimously by roll-call vote, City Council adopted the resolution to authorize the establishment of an OPEB Trust by Alexandria Renew Enterprises. The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

The resolution reads as follows:

RESOLUTION NO. 2580

Authorizing the Establishment by the Alexandria Sanitation Authority d/b/a Alexandria Renew Enterprises of a Trust for Expenses Relating to Other Post-Employment Benefits

WHEREAS, the Alexandria Sanitation Authority d/b/a Alexandria Renew Enterprises (the Authority) is a political subdivision of the Commonwealth of Virginia whose members are appointed by the Alexandria City Council; and

WHEREAS, in connection with the employment of the officers and other employees needed to carry out the functions of the Authority, the Authority has established certain plans to provide post-employment benefits other than pensions (OPEB), as defined in Section 15.2-1545 of the Virginia Code, to individuals who have terminated their service to the Authority and to the beneficiaries of such individuals; and

WHEREAS, the Authority desires to establish an OPEB trust under the provisions of Government Accounting Standards Board (GASB) 45 in order to fund its OPEB liabilities; and WHEREAS, Section 15.2-1544 of the Code of Virginia of 1950, as amended, requires the local governing body to authorize the establishment of such trusts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ALEXANDRIA THE FOLLOWING:

1. The City Council hereby authorizes the Authority to establish an OPEB trust under the provisions of GASB 45.

22. Consideration of a Resolution For a Competitive Grant Application to the Virginia Department of Transportation for FY 15 Revenue Sharing Program Funding. [ROLL-CALL VOTE]

(A copy of the City Manager's memorandum dated October 16, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 22; 10/22/13,

and is incorporated as part of this record by reference.)

Mr. Baier, Director, Transportation and Environmental Services, along with Mr. Duvall, T&ES, Mr. Baxter, T&ES Mr. Johnson, T&ES, and Mr. Beaver, Office of Management and Budget, made a presentation of the report and responded to questions of City Council.

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Vice Mayor Silberberg and carried unanimously by roll-call vote, City Council: 1. adopted the resolution to apply for a FY 2015 Revenue Sharing Program funding allocation from the Virginia Department of Transportation for the Citywide street reconstruction and resurfacing of major roads. The grant application is due November 1, 2013; and 2. authorized the City Manager to submit the resolution and enter into any agreements with the State that may be required to receive these funds should the requested allocation be approved. The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

The resolution reads as follows:

RESOLUTION NO. 2581

WHEREAS, the City Council of the City of Alexandria desires to submit an application for an allocation of funds of \$1,875,000 through the Virginia Department of Transportation Fiscal Year 2015 Revenue Sharing Program; and

WHEREAS, \$1,875,000 of these funds are requested to fund the reconstruction and rehabilitation of streets Citywide.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ALEXANDRIA, VIRGINIA

That the City Council of Alexandria, Virginia:

1. Endorses this application for an allocation of \$1,875,000 through the Virginia Department of Transportation Revenue Sharing Program.
2. Gants authority for the City Manager to execute project administration agreements for any approved revenue sharing projects.

OTHER

23. Consideration of City Council Schedule.

(A copy of the City Manager's memorandum dated October 16, 2013, is on file in the Office of the City Clerk and Clerk of Council, marked Exhibit No. 1 of Item No. 23; 10/22/13, and is incorporated as part of this record by reference.)

WHEREUPON, upon motion by Councilwoman Pepper, seconded by Councilman Chapman and carried unanimously, City Council: 1. received the revised Council Calendar which includes: A special public hearing on the Waterfront Implementation Plan, which is scheduled for Tuesday, November 19, 2013, at 6:00 p.m., in the Council Chambers; the

second annual Santa Aboard the King Street Trolley event will begin at 9:00 a.m. on Saturday, December 14, 2013, at Market Square; a reception for the 30th anniversary of DASH/ATC, which will be held on Tuesday, March 11, 2014 at 5:30 p.m. in the Vola Lawson Lobby; and the Alexandria Commission on Persons with Disabilities Annual Awards Ceremony and Reception is scheduled for Tuesday, June 24, 2014 at 5:30 p.m., in the Vola Lawson Lobby; and 2. approved the calendar. The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

24. Consideration of Convening a Closed Meeting for the Purpose of Consulting with Legal Counsel Regarding a Pending Legal Matter.

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilman Smedberg and carried unanimously, at 9:20 p.m., City Council convened in closed executive session to consult with legal counsel regarding a pending legal matter pursuant to Section 2.2-3711(a)(7) of the *Code of Virginia*. The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilman Smedberg and carried unanimously, at 10:46 p.m., City Council reconvened the meeting. The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

WHEREUPON, upon motion by Councilman Wilson, seconded by Councilman Smedberg and carried unanimously by roll-call vote, City Council adopted a resolution pertaining the Executive Session. The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg, and Councilman Wilson; Opposed, none.

The resolution reads as follows:

RESOLUTION NO. 2582

WHEREAS, the Alexandria City Council has this 22nd day of October 2013, recessed into executive session pursuant to a motion made and adopted in accordance with the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the city council that such executive session was conducted in accordance with Virginia law;

NOW, THEREFORE, BE IT RESOLVED, that the city council does hereby certify that, to the best of each member's knowledge, only public business matters that were identified in the motion by which the executive session was convened, and that are lawfully exempted by the Freedom of Information Act from the Act's open meeting requirements, were heard, discussed or considered by council during the executive session.

* * * * *

THERE BEING NO FURTHER BUSINESS TO BE CONSIDERED, upon motion by Councilman Wilson, seconded by Councilman Smedberg and carried unanimously, the regular meeting of October 22, 2013, was adjourned at 10:47 p.m. The voting was as follows: In favor, Mayor Euille, Vice Mayor Silberberg, Councilman Chapman, Councilmember Lovain, Councilwoman Pepper, Councilman Smedberg and Councilman Wilson; Opposed, none.

APPROVED BY:

WILLIAM D. EUILLE MAYOR

ATTEST:

Jacqueline M. Henderson
City Clerk and Clerk of Council



Legislation Details (With Text)

| | | | |
|-----------------------|---|----------------------|---|
| File #: | 14-2090 | Name: | project sticker shocker youth recognition |
| Type: | Proclamation | Status: | Agenda Ready |
| File created: | 11/1/2013 | In control: | City Council Legislative Meeting |
| On agenda: | 11/12/2013 | Final action: | |
| Title: | Recognition of Youth Who Participated in Project Sticker Shock. | | |
| Sponsors: | | | |
| Indexes: | | | |
| Code sections: | | | |
| Attachments: | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Recognition of Youth Who Participated in Project Sticker Shock.



Legislation Details (With Text)

| | | | |
|----------------------|---|----------------------|----------------------------------|
| File #: | 14-1716 | Name: | citizens academy graduates |
| Type: | Proclamation | Status: | Agenda Ready |
| File created: | 7/22/2013 | In control: | City Council Legislative Meeting |
| On agenda: | 11/12/2013 | Final action: | |
| Title: | Recognition of the Graduates of the City of Alexandria Citizen's Academy. | | |

Sponsors:

Indexes:

Code sections:

Attachments:

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Recognition of the Graduates of the City of Alexandria Citizen's Academy.



Legislation Details (With Text)

File #: 14-2057 **Name:** veterans day proclamation
Type: Proclamation **Status:** Agenda Ready
File created: 10/21/2013 **In control:** City Council Legislative Meeting
On agenda: 11/12/2013 **Final action:**
Title: Presentation of a Proclamation Declaring 2014 as Alexandria's Year of the Veteran.
Sponsors:
Indexes:
Code sections:
Attachments: [14-2057 Proclamation](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Presentation of a Proclamation Declaring 2014 as Alexandria's Year of the Veteran.

PROCLAMATION

WHEREAS, Alexandria salutes its rich military history dating back to 1755 and prides itself as the home of more than 250 veteran-owned businesses and 12,000 veterans. Alexandria provides meaningful opportunities for veterans to contribute after military service with its creative, diverse, and vibrant business community; and

WHEREAS, Alexandria established the Alexandria Veterans Business Enterprise Center (AVBEC) in June 2013 to create a second-to-none community for veterans to start a business, grow a business, or begin a new career. The AVBEC provides personalized, objective guidance to ensure veterans' success in business planning, professional connections, access to resources, and transition services; and

WHEREAS, Alexandria strives to be the top veteran-business community in Virginia and the United States by valuing veterans through sponsorship, dialogue, information sharing, and access to top business resources and mentors. Veteran entrepreneurs and businesses are a thriving part of our city's economy; and

WHEREAS, Veterans Day was yesterday, Monday, November 11, 2013, a celebration to honor America's veterans for their patriotism, love of country, and willingness to serve and sacrifice for the common good. Veterans Day is a fitting time for the City of Alexandria to join in this celebration, honoring our own veterans and inviting others to join our community in the year to come through these new efforts to be led by the Alexandria Veterans Business Enterprise Center (AVBEC).

NOW, THEREFORE, I WILLIAM D. EUILLE, Mayor of the City of Alexandria, Virginia, and on behalf of the Alexandria City Council, do hereby declare that 2014 be:

“ALEXANDRIA’S YEAR OF THE VETERAN”

In the City of Alexandria, Virginia.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Alexandria to be affixed this 12th day of November, 2013.

WILLIAM D. EUILLE MAYOR

*On behalf of the City Council
of Alexandria, Virginia*

ATTEST:

Jacqueline M. Henderson, MMC City Clerk



Legislation Details (With Text)

| | | | |
|----------------------|---|----------------------|----------------------------------|
| File #: | 14-2098 | Name: | resignations |
| Type: | Appointment | Status: | Agenda Ready |
| File created: | 11/4/2013 | In control: | City Council Legislative Meeting |
| On agenda: | 11/12/2013 | Final action: | |
| Title: | Receipt of the Following Resignations from Members of Boards, Commissions and Committees: | | |

(a) Beauregard Design Advisory Committee
Robert DiBernardo Emard

(b) Building Code Board of Appeals
Robert DiBernardo Emard

(c) Commission for the Arts
Donna Fowler
Kelly Devaries

(d) Children, Youth and Families Collaborative Commission
Victoria Cattaneo

(e) Human Rights Commission
Catie Fulton

(f) Sister Cities Committee
Monica Johnson

(g) Torpedo Factory Art Center Board
Donna Fowler

(h) Waterfront Commission
Allison Nance
Ann Horowitz

Sponsors:

Indexes:

Code sections:

Attachments: [14-2098 resignations](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Receipt of the Following Resignations from Members of Boards, Commissions and Committees:

(a) Beauregard Design Advisory Committee
Robert DiBernardo Emard

(b) Building Code Board of Appeals
Robert DiBernardo Emard

(c) Commission for the Arts

Donna Fowler
Kelly Devaries

(d) Children, Youth and Families Collaborative Commission
Victoria Cattaneo

(e) Human Rights Commission
Catie Fulton

(f) Sister Cities Committee
Monica Johnson

(g) Torpedo Factory Art Center Board
Donna Fowler

(h) Waterfront Commission
Allison Nance
Ann Horowitz

November 4, 2013

Receipt of the following resignations from Members of Boards, Commissions and Committees:

- (a) Beauregard Design Advisory Committee
Robert DiBernardo Emard (*effective October 25, 2013*)
- (b) Building Code Board of Appeals
Robert DiBernardo Emard (*effective October 25, 2013*)
- (c) Commission for the Arts
Donna Fowler (*effective October 18, 2013*)
Kelly Devaries (*effective October 25, 2013*)
- (d) Children, Youth and Families Collaborative Commission
Victoria Cattaneo (*effective October 25, 2013*)
- (e) Human Rights Commission
Catie Fulton (*effective October 24, 2013*)
- (f) Sister Cities Committee
Monica Johnson (*effective October 25, 2013*)
- (g) Torpedo Factory Art Center Board
Donna Fowler (*effective October 18, 2013*)
- (h) Waterfront Commission
Allison Nance (*effective October 21, 2013*)
Ann Horowitz (*effective October 30, 2013*)

These resignations are for information only.



Legislation Details (With Text)

| | | | |
|----------------------|---|----------------------|----------------------------------|
| File #: | 14-2097 | Name: | uncontested appointments |
| Type: | Appointment | Status: | Agenda Ready |
| File created: | 11/4/2013 | In control: | City Council Legislative Meeting |
| On agenda: | 11/12/2013 | Final action: | |
| Title: | Uncontested Appointments to Boards, Commissions and Committees: | | |

- (a) Alcohol Safety Action Program Policy Board
1 Representative of the Alexandria Police Department
- (b) Beauregard Urban Design Advisory Committee
1 At-Large Member
- (c) Beautification Commission
2 Citizen Members
- (d) Children, Youth and Families Collaborative Commission
1 School Board Liaison Member
- (e) Citizen Corps Council
1 Citizen Member
- (f) Commission on Information Technology
1 Member Representing the Alexandria City School Board
- (g) George Washington Birthday Celebration Committee
1 Member Nominated by the Friendship Veterans Fire Engine Association
- (h) Historic Alexandria Resources Commission
1 Lee-Fendall House Representative
- (i) Sister Cities Committee
2 Citizen Members

Sponsors:

Indexes:

Code sections:

Attachments: [14-2097 uncontested appointments](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Uncontested Appointments to Boards, Commissions and Committees:

- (a) Alcohol Safety Action Program Policy Board
1 Representative of the Alexandria Police Department
- (b) Beauregard Urban Design Advisory Committee
1 At-Large Member

(c) Beautification Commission
2 Citizen Members

(d) Children, Youth and Families Collaborative Commission
1 School Board Liaison Member

(e) Citizen Corps Council
1 Citizen Member

(f) Commission on Information Technology
1 Member Representing the Alexandria City School Board

(g) George Washington Birthday Celebration Committee
1 Member Nominated by the Friendship Veterans Fire Engine Association

(h) Historic Alexandria Resources Commission
1 Lee-Fendall House Representative

(i) Sister Cities Committee
2 Citizen Members

Name of Council Member

Endorsement

UNCONTESTED APPOINTMENTS

Alcohol Safety Action Program Policy Board

(3-year term)

1 representative of the Alexandria Police Department

_____ David Hutchler

Beauregard Urban Design Advisory Committee

(2-year term)

1 at-large member

_____ Carolyn Griglione

Beautification Commission

(2-year term)

2 citizen members

_____ Audrey Monish *

Cathleen Curtin, Beautification
Commission Co-chair

_____ Lynn Wilson

Children, Youth and Families Collaborative Commission

(3-year term)

1 School Board liaison member

_____ William Campbell

Citizen Corps Council

(3-year term)

1 citizen member

_____ Kara Noto

Commission on Information Technology

(3-year term)

1 member representing the Alexandria City School Board

_____ Christopher Lewis

* incumbent

Name of Council Member

Endorsement

UNCONTESTED APPOINTMENTS

George Washington Birthday Celebration Committee

(2-year term)

1 member nominated by the Friendship Veterans Fire Engine Association

_____ Joseph Shumard *

Bill Kehoe, Secretary-Treasurer,
Friendship Veterans Fire Engine
Association

Historic Alexandria Resources Commission

(2-year term)

1 Lee-Fendall House representative

_____ Kara Newbury *
(residency waiver required)

Dr. Patricia Sanders, Board Pres.,
Lee-Fendall House Museum and
Garden

Sister Cities Committee

(2-year term)

2 citizen members

_____ Renee Branch *

_____ John Scales

* incumbent



Legislation Details (With Text)

File #: 13-1673 **Name:** Delinquent Taxes
Type: **Status:** Agenda Ready
File created: 6/27/2013 **In control:** City Council Legislative Meeting
On agenda: 11/12/2013 **Final action:**
Title: Consideration of Authorization to Advertise Delinquent Tax Listings Greater Than \$1,000, Write Off Balances Less Than Twenty Dollars, and Destroy Records as Required By State Law
Sponsors:
Indexes:
Code sections:
Attachments: [13-1673 2013 Top 20 Spreadsheet-Attachment 1a](#)
[13-1673 Statutory Billing Process for Business Personal Property Tax-Attachment IIa](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 12, 2013
TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:

Consideration of Authorization to Advertise Delinquent Tax Listings Greater Than \$1,000, Write Off Balances Less Than Twenty Dollars, and Destroy Records as Required By State Law

ISSUE: Authorization to publish the listings of delinquent taxes greater than \$1,000, write off balances less than twenty dollars and to destroy records as required by state law.

RECOMMENDATION: That City Council:

- (1) Receive the listings of delinquent local property taxes;
- (2) Authorize that those parts of the delinquent real estate and personal property tax listings deemed advisable by the Director of Finance be published in the newspaper and on the City of Alexandria website;

- (3) Authorize the Director of Finance to write off uncollected tax balances less than twenty dollars each, totaling \$20,002 as of June 30, 2013, for which the Director of Finance has determined that the cost of collecting such balances would exceed the recoverable amount, provided that the Director of Finance will not include any balance for which she has reason to believe the taxpayer has intentionally paid less than the amount due and owed; and
- (4) Authorize the Director of Finance to destroy records associated with real estate taxes paid in calendar year 2007 and prior years in accordance with Code of Virginia §58.1-3129(A).

BACKGROUND: Code of Virginia §58.1-3924 provides for the Director of Finance to present City Council with listings of delinquent local property taxes annually. To meet this provision, the Director of Finance compiles the following types of listings of delinquent taxes as of June 30:

1. A list of delinquent real estate taxes;
2. List(s) of delinquent personal property taxes;
3. List(s) of delinquent property taxes amounting to less than twenty dollars for which no bills were sent; and
4. List(s) of the uncollected balances of previously billed property taxes for which the Director of Finance has determined the cost of collecting such balances would exceed the recoverable amount, provided that the Director of Finance will not include any balance for which she has reason to believe the taxpayer has purposely paid less than the amount due and owed.

These lists are also available for public inspection during normal business hours in the Director of Finance's Office, City Hall, Suite 1600.

The City has retained records for real estate taxes for the past 20 years as Code of Virginia §58.1-3940 permits the collection of delinquent real estate taxes for 20 years after the end of the year for which they were assessed. Code of Virginia §58.1-3129 states, "The treasurer may, **with the consent of the governing body**, destroy all paid tax tickets at any time after five years from the end of the fiscal year during which taxes represented by such tickets were paid, in accordance with retention regulations pursuant to the Virginia Public Records Act (§ 42.1-76 et seq.)." In accordance with this section, the Director of Finance seeks City Council's permission to destroy records pertaining to real estate taxes paid for calendar year 2007 and prior years, excluding records pertaining to any delinquent accounts still outstanding.

DISCUSSION: The Finance Department has compiled seven lists of various categories of delinquent City taxes and associated penalties, interest and fees as required by the Code of Virginia Summary data for lists 1 through 4 can be found in Table I. Summary data for lists 5 through 7 can be found in Table II.

List 1 Listing of Real Estate Taxes for 2008 through 2012 Delinquent as of June 30, 2013.

List 2 Listing of Individual Personal Property Taxes for 2008 through 2012 Delinquent as of June 30, 2013.

List 3 Listing of Personal Property Taxes on Business Vehicles for 2008 through 2012 Delinquent as of June 30, 2013.

List 4 Listing of Business Personal Property Taxes for 2008 through 2012 Delinquent as of June 30, 2013.

List 5 Listing of Uncollected Individual Personal Property Taxes for 2008 through 2012 Amounting to Twenty Dollars or Less as of June 30, 2013.

List 6 Listing of Uncollected Personal Property Taxes on Business Vehicles for 2008 through 2012 Amounting to Twenty Dollars or Less as of June 30, 2013.

List 7 Listing of Uncollected Business Personal Property Taxes for 2008 through 2012 Amounting to Twenty Dollars or Less Each as of June 30, 2013.

Table I

Delinquent Real Estate and Personal Property Taxes for 2008-2012
As of June 30, 2013
(Amounts in millions)

| List | Tax Type | Tax Levied | Taxes Collected | Percentage Collected | Taxes due | Total due |
|-------|----------------------------|------------|-----------------|----------------------|-----------|-----------|
| 1 | Real Estate | \$1,554.3 | \$1,553.0 | 99.9% | \$1.2 | \$1.6 |
| 2 & 3 | Vehicle Personal Property | \$215.4 | \$212.6 | 98.7% | \$2.8 | \$2.9 |
| 4 | Business Personal Property | \$84.3 | \$82.1 | 97.4% | \$2.2 | \$2.9 |

Table II

Delinquent Personal Property Taxes for 2008-2012
As of June 30, 2013
Tax amounts less than \$20

| | Total Tax Due | Number of Taxpayers | Average Balance Due |
|--------------------------------------|-----------------|---------------------|---------------------|
| Individual Vehicle Personal Property | \$19,462 | 2,138 | \$9.10 |
| Business Vehicles | \$279 | 15 | \$18.60 |
| Other Business Personal Property | \$261 | 21 | \$12.43 |
| Total | \$20,002 | 2,174 | \$9.20 |

Summary of Real Estate Tax Collection Statistics: As showed in Table I, the Finance Department has collected \$1.5 billion, or 99.9 percent, of the real estate taxes levied for tax years 2008 through 2012. The “Top Twenty” delinquent real estate taxpayers comprise \$0.6 million or 37 percent of the total delinquency (Attachment I).

The Finance Department uses a variety of tools to monitor and collect delinquent taxes. In FY 2013, these tools included delinquency notifications, field visits to taxpayers’ homes and businesses, and summonses issued

to delinquent taxpayers as well as rent liens, bank liens, and Circuit Court liens placed against several property owners. The Department works with the City Attorney's Office to initiate formal judicial sale procedures against delinquent taxpayers. The City uses this option cautiously as it has not wanted to have low-income elderly or disabled persons lose their housing due to a judicial sale. At times, merely proceeding with the judicial sale process triggers either the property owner or the mortgage holder to pay the taxes due. Real estate taxes on a property must be delinquent for three years before a Virginia locality can initiate a judicial sale.

Collection efforts resulted in twelve property owners appearing on last year's "Top Twenty" list having sufficiently satisfied their tax obligations to avoid inclusion in this year's "Top Twenty" listing, paying a total of \$0.4 million in taxes, penalty and interest for tax years 2006 through 2011. In addition, one taxpayer from this year's "Top Twenty" list has arranged a payment plan for \$0.02 million in delinquent real estate taxes, penalty and interest. Of the remaining taxpayers, two are in bankruptcy, one property is actively in the judicial sale process and staff is actively working with the City Attorney's office on the judicial sale notification process for nine other cases (\$0.4 million). Virginia law requires that proper notification is made to all legal owners of the properties which are subject to sale. Since this process may take several months, Finance staff work aggressively with taxpayers to pay off the delinquent taxes and remove the property from the subject to sale list.

To preserve the City's interest in the collection of delinquent real estate taxes, Virginia Code §58.1-3930 provides that a lien be automatically placed (by operation of law) on property with outstanding real estate taxes. This tax lien is a claim by the City for payment of the tax debt and begins on the day following the tax payment due date. The lien is recorded against delinquent properties on the City's computerized Real Estate Land Records System and remains in effect until the outstanding taxes, penalties and interest have been paid in full. By recording the lien at the Circuit Court, the City ensures that the City will collect any delinquent real estate taxes when the owner sells the property or applies for a mortgage.

Summary of Vehicle Personal Property Tax Collection Statistics: As shown in Table I, the Finance Department has collected \$212.6 million, or 98.7 percent, of the vehicle personal property taxes levied for tax years 2008 through 2012.

Because a relatively large portion of the City's population is very transient, collecting personal property taxes on vehicles is far more challenging than collecting real estate taxes. In July, the City issued over 116,069 annual personal property tax bills for vehicles. On average, approximately 25 percent of the vehicles billed each year are new additions to the tax rolls. A comparable number of vehicles leave the City in that period. In many instances, the City was not notified of the move.

In order to ensure that taxpayers pay any taxes owed, the City retains billing records and sends bills until the City is notified by the taxpayer or by the Department of Motor Vehicles (DMV) that a vehicle is no longer taxable in the City. In accordance with the Code of Virginia, the City must cease collections of vehicle personal property taxes after five years, except in certain limited cases where the taxes have been reduced to judgment or there has been a judgment lien resulting from a suit to collect the taxes.

Summary of Business Personal Property Tax Collection Statistics: As shown in Table I, the Finance Department has collected \$82.1 million, or 97.4 percent, of the business personal property taxes levied for tax years 2008 through 2012. Of the \$2.9 million total business personal property tax delinquency, approximately 97 percent was derived from statutory billings. Attachment II discusses the statutory billing process used by the City.

Publishing List of Delinquent Taxpayers: The threat of publishing a delinquent taxpayer's name in the newspaper and on the City's website is one of the Finance Department's most effective collection tools. All

delinquency listings will be checked prior to publication and adjusted for tax payments made between June 30 and the publication date. If the taxes are paid in full by the time of publication, the property owner's name or the name of the business will not be published in the newspaper or listed on the City's website. Names of individuals or businesses that have received tax adjustments for amounts discharged under bankruptcy, filed tax exemption appeals, appealed the tax assessment or entered into formal payment arrangements with the City will not be published or listed. In addition, names of businesses that received a statutory billing or ceased operations in the City will not be published or listed. Within the framework described above, the Finance Department is requesting that City Council authorize publication of those portions of the real estate tax and personal property tax listings deemed advisable by the Director, specifically for taxpayers who have a delinquent balance of \$1,000 or greater.

FISCAL IMPACT: Delinquent tax collection efforts resulted in \$3.1 million in revenue in FY 2013. We expect a comparable amount for FY 2014.

ATTACHMENTS:

Attachment I - Top Twenty Delinquent Real Estate Taxpayers for Tax Years 2012 and
prior as of October 23, 2013

Attachment II - Statutory Billing Process

STAFF:

Laura B. Triggs, Chief Financial Officer/Director of Finance

Debbie Kidd, Deputy Finance Director

David Clark, Assistant Director of Finance/Treasury

Martina Alexander, Supervisor, Tax Services & Enforcement

CITY OF ALEXANDRIA, VIRGINIA
TOP TWENTY DELINQUENT REAL ESTATE TAXPAYERS
TAX YEAR 2012 AND PRIOR
AS OF OCTOBER 23, 2013

Attachment I

AMOUNT OWED

TAX, PENALTY

| REFUSE & INTEREST | TAXPAYER NAME | NUM. PARCELS | PARCEL LOCATION(S) | On 2012 List |
|-------------------|---|--------------|---|--------------|
| 1 \$137,379 | **MARPECH INVESTMENT GROUP LC | 3 | 3120, 3124 & 3128 COLVIN STEET | YES |
| 2 \$42,538 | ***LEE, SOUNG OR EUN H. | 1 | 110 SOUTH FAYETTE STREET | YES |
| 3 \$34,640 | ***OWEN, JUANITA LYLES AND THOMAS L | 1 | 4410 DUKE STREET | YES |
| 4 \$34,108 | □A J KING PROPERTIES LLC | 2 | 1101 KING STREET, SUITES 160 & 170 | YES |
| 5 \$30,258 | **SHAIKH, SHABBIR, M. | 2 | 1313 & 1333 NORTH QUAKER LANE | YES |
| 6 \$28,203 | *ETTINGER, PHILLIP, P. | 1 | 2904 MAPLEWOOD PLACE | YES |
| 7 \$27,256 | ***BURTS, ALBERT G HENDERSON WENDY M HARR | 1 | 426 NORTH FAYETTE STREET | NO |
| 8 \$25,458 | ***KYE, FLOYD, C. | 1 | 812 DUKE STREET | NO |
| 9 \$24,942 | ***BLOXTON, PAMELA, M. | 1 | 219 EAST CUSTIS AVENUE | YES |
| 10 \$23,234 | ***MCDONALD, ODELLA, P. | 1 | 1106 COLONIAL AVENUE | YES |
| 11 \$21,702 | ***HOY, NANCY, L. | 1 | 325 DUKE STREET | NO |
| 12 \$21,565 | □UNITED STATES OF AMERICA | 1 | 930 NORTH CHAMBLISS STREET | NO |
| 13 \$19,950 | □PEGAM LAND COMPANY LLC | 2 | 1321 NORTH PEGRAM STREET & 5079 POLK AVENUE | NO |
| 14 \$17,083 | □NOONAN, JAMES J AND STEPHEN F JR. | 3 | 3007 MOSBY ST., 2907 MAYER PL., & 4701 RICHMARR PL. | NO |
| 15 \$16,409 | †STEWART, ESSIE D AND AZZLEE WELLS | 1 | 410 NORTH HENRY STREET | NO |
| 16 \$15,982 | ***GRAHAM, CHARLOTTE, A. | 1 | 3107 MOSBY STREET | NO |
| 17 \$15,384 | □HUBBARD, LUCILLE W | 1 | 400 NORTH FAYETTE STREET | NO |
| 18 \$15,775 | □TAVAKKOLI PROPERTIES LLC | 1 | 101 SOUTH PEYTON STREET, UNIT 3B | NO |
| 19 \$15,592 | ***COPELAND, JOHN E | 1 | 124 CLIFFORD AVENUE | NO |
| 20 \$15,100 | □WILKES STREET LLC | 2 | 181 EAST REED AVENUE UNITS 302 & 304 | NO |
| \$582,558.00 | | 28 | | |

* Indicates that taxpayer has a current payment plan

** Indicates that the taxpayer has filed for bankruptcy

*** Indicates that the file has been turned over to the city attorney

• Indicates that property is in foreclosure

□ Indicates Finance Dept. in-house collection activity

† Indicates that the parcel is in the judicial sale process

Statutory Billing Process for Business Personal Property Tax

Business personal property taxes are based on tax returns filed by businesses. While the vast majority of City businesses fulfill their business personal property tax obligations, some businesses do not. When a business fails to file a business personal property tax return, the Code of Virginia allows the City to levy and then send an estimated bill for business personal property tax for tangible property owned or leased in the City. These estimated bills are called “statutory assessments.” Staff uses a variety of techniques to prepare these statutory assessments.

The following table outlines the estimated tangible personal property assessments for which non-filing businesses are billed when a prior year return is not available for estimate.

| Gross Receipts | Business Property Billed |
|---|--------------------------|
| \$500,000 or Less | \$75,000 |
| Greater than \$500,000 and Less than \$1,000 | \$100,000 |
| Greater than \$1,000,000 | \$150,000 |
| *Other methods used to conduct statutory assessments, including estimates based on prior year returns, result in different billing amounts. | |

Because these billings are an estimate at the time personal property taxes are levied, statutory assessments may artificially increase the amount of delinquent outstanding taxes compared to what will ultimately be due and payable. While this statutory billing process reduces the overall collection rate based on these estimates, actual collections are higher than if no estimated assessment were levied and billed.

In FY 2013, staff billed approximately \$3.7 million in estimated, or statutory, business personal property taxes on businesses that failed to file a return. This represents about 20 percent of the total assessment. Out of these statutory billings, the City received \$1.35 million or approximately 27.2 percent of the amount billed. This represents an annual revenue source that the City would not have received if it did not issue these estimated, or statutory, bills. Based on prior year collection patterns, approximately 73 percent of the remaining \$2.3 million in delinquent business personal property taxes will be reduced for statutory adjustments, leading to a similar reduction in penalties and interest. For the current year, staff has levied \$3.1 million in estimated business personal property taxes.



Legislation Details (With Text)

File #: 13-1682 **Name:** Monthly Financial Report for September 2013
Type: **Status:** Agenda Ready
File created: 6/27/2013 **In control:** City Council Legislative Meeting
On agenda: 11/12/2013 **Final action:**
Title: Consideration of the Monthly Financial Report for the Period Ending September 30, 2013.
Sponsors:
Indexes:
Code sections:
Attachments: [13-1682 Rev - Sept 2013-updated](#)
[13-1682 Exp - Sept 2013-updated](#)
[13-1682 Economic Graphs - Sept 2013](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013
TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:

Consideration of the Monthly Financial Report for the Period Ending September 30, 2013.

ISSUE: Receipt of the City's Monthly Financial Report for the period ending September 30, 2013.

DISCUSSION: That City Council receives the following Monthly Financial Report for the period ending September 30, 2013.

Final revenues and expenditures for FY 2013 (ending June 30, 2013) will be reported later this fall in the City's audited Comprehensive Annual Financial Report (CAFR).

ECONOMIC HIGHLIGHTS:

The federal government was partially closed from October 1 until October 16, when a continuing resolution

was passed, ending the shutdown. The government is now funded through January 15, 2014. It is too early to gauge the effect of the shutdown on Alexandria's economy and the City's revenue stream from economically sensitive revenues such as sales tax, meals tax, and transient lodging. Going forward, City staff will monitor the revenue effects of the shutdown and identify and present them as they become available.

For the month of August, the average interest rate on a 30-year fixed rate loan increased to 4.49%, the highest level since July, 2011. However, Alexandria home sales continued to be strong. Overall home sales in August increased by almost 20% compared to last August, and the median value of a sold home increased by a little less than 3%. However, one interesting change in Alexandria's housing market is that for the first time since 2006, beginning in July, the inventory of Alexandria homes for sale increased compared to the same month the previous year. Because of the increase in the number of home sales, the months' worth of inventory has stayed relatively constant at a little above two months, and it remains a sellers' market.

REVENUE HIGHLIGHTS:

Year-to-Date Revenues: As of September 30, 2013, actual General Fund revenues totaled \$55.0 million, which is 6% less than the report for the same period last year. This is mainly due to the fact that personal property taxes were billed, and thus collected, earlier last year. Government accounting principles require that most taxes and intergovernmental revenues received in July and August are counted as revenue for the fiscal year ended June 30, 2013. See the online reference for more information.

Based on preliminary collections for the fiscal year and the continued uncertainty of federal spending, we will monitor local taxes carefully. **With regard to Other Local Taxes, we are concerned about the following:**

- **Local Sales and Use Tax:** A preliminary review shows some decreases related to the closure of some local grocery stores. We will continue to monitor and make projection adjustments as needed.
- **Transient Lodging Taxes:** There were indications early in October that the shutdown was affecting reservation activity. According to Smith Travel Research and via hotelnewsnow.com, Washington, DC ended the week of October 5 with a 12.1% decline in occupancy rates. Local hotels have indicated they have seen some slowdown in reservation activity from the sequestration and the federal government shutdown. We will continue to monitor and make adjustments as needed.
- **Communications Sales and Use Taxes:** This is collected by the State, but we continue to see refunds to large providers. The most recent refund related to a provider requesting a refund for non-taxable sales. We will continue to monitor and make adjustments as needed.

EXPENDITURE HIGHLIGHTS:

Year-to-Date Expenditures: As of September 30, 2013, actual General Fund expenditures totaled \$131.4 million, a decrease of \$0.9 million, or one percent below expenditures for the same period last year.

- **Debt Service:** The increase in debt service reflects planned expenditures for the FY 2013 General Obligation bonds.
- **Schools:** The City will provide approximately 75.8 percent of the estimated funds required to operate the City public school system in FY 2014.

Contingent Reserves

The City's FY 2013 Contingent Reserves included \$326,856 in unallocated funding designated for:

- Fire Safety Improvements (\$226,696)
- Urban Forestry (\$80,000)
- Community Engagement (\$20,000)
- Sister Cities Initiatives (\$4,160)

These funds were unused in FY 2013 and would need to be re-appropriated by Council in order to be used in FY 2014. A request to appropriate the Urban Forestry funds is docketed as a separate item in this legislative meeting. A recommendation for the remainder of the funds will be included in the December supplemental appropriations ordinance.

For FY 2014, Contingent Reserves include a remaining \$856,654 for the following purposes:

| Item | Budget | Balance |
|------------------------------------|-----------|-----------|
| Childcare Fee Subsidy Waiting List | \$900,000 | \$400,669 |
| Affordable Housing Initiatives | \$174,235 | \$174,235 |
| Recycling Initiatives | \$210,000 | - |
| King Street Lights | \$6,750 | \$6,750 |
| Car Seat Installation | \$10,000 | \$10,000 |
| Smoking Cessation Program | \$35,000 | - |
| Community Engagement | \$20,000 | \$20,000 |
| Senior Mental Health Therapist | \$42,900 | - |

Actions to Date: Council released \$549,331 in June for the Childcare Fee Subsidy Waiting List to serve all children on the waiting list under age five, fund a social worker position to manage increased caseload, and replace sequestration cuts to Head Start. Council also released \$42,900 from Contingent Reserves in June to fund a Senior Mental Health Therapist position in the Department of Community and Human Services to serve the inmate population of the William G. Truesdale Detention Center. In September, Council released \$210,000 for recycling initiatives and in October \$35,000 for the smoking cessation program.

ATTACHMENTS:

Attachment 1 - Revenue

Attachment 2 - Expenditures

Attachment 3 - Economic tables

For more information, see online references at <http://www.alexandriava.gov/FinancialReports#monthly>
<<http://www.alexandriava.gov/FinancialReports>>

STAFF:

Laura Triggs, Chief Financial Officer

Nelsie L. Smith, Director, Office of Management & Budget

Morgan Routt, Assistant Director, Office of Management & Budget

Berenice Harris, Finance Department

CITY OF ALEXANDRIA, VIRGINIA

COMPARATIVE STATEMENT OF REVENUES
GENERAL FUND

FOR THE PERIODS ENDING SEPTEMBER 30, 2013 AND SEPTEMBER 30, 2012

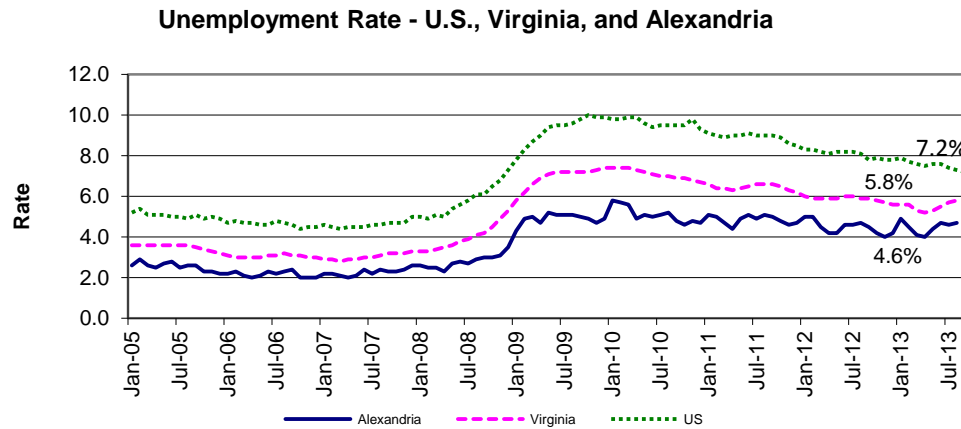
| | B | C | D=C/B | E | F=(C-E)/E |
|--|-----------------------------|------------------------------------|----------------|------------------------------------|-------------|
| | FY2014 REVISED BUDGET | FY2014 REVENUES THRU 9/30/13 | % OF BUDGET | FY2013 REVENUES THRU 9/30/12 | % CHANGE |
| General Property Taxes | | | | | |
| Real Property Taxes..... | \$ 357,840,032 | \$ 465,109 | 0.1% | \$ 2,262,633 | -79% |
| Personal Property Taxes..... | 41,340,000 | 18,760,055 | 45.4% | 21,298,277 | -12% |
| Penalties and Interest..... | 2,375,000 | 7,981 | 0.3% | 231,946 | -97% |
| Total General Property Taxes | \$ 401,555,032 | \$ 19,233,145 | 4.8% | \$ 23,792,856 | -19% |
| Other Local Taxes | | | | | |
| Local Sales and Use Taxes..... | \$ 27,340,000 | \$ 2,131,997 | 7.8% | \$ 2,095,616 | 2% |
| Consumer Utility Taxes..... | 11,400,000 | 1,822,818 | 16.0% | 923,698 | 97% |
| Communication Sales and Use Taxes..... | 11,300,000 | 914,281 | 8.1% | 934,537 | -2% |
| Business License Taxes..... | 33,000,000 | 164,141 | 0.5% | 209,718 | -22% |
| Transient Lodging Taxes..... | 12,510,000 | 1,840,896 | 14.7% | 1,882,798 | -2% |
| Restaurant Meals Tax..... | 17,550,000 | 2,168,367 | 12.4% | 2,431,644 | -11% |
| Tobacco Taxes..... | 3,234,000 | 542,042 | 16.8% | 471,342 | 15% |
| Motor Vehicle License Tax..... | 3,400,000 | 1,439,812 | 42.3% | 1,493,139 | -4% |
| Real Estate Recordation..... | 5,400,000 | 712,544 | 13.2% | 1,045,198 | -32% |
| Admissions Tax..... | 1,000,000 | 167,676 | 16.8% | 216,666 | -23% |
| Other Local Taxes..... | 3,380,000 | 83,511 | 2.5% | 88,308 | -5% |
| Total Other Local Taxes | \$ 129,514,000 | \$ 11,988,085 | 9.3% | \$ 11,792,664 | 2% |
| Intergovernmental Revenues | | | | | |
| Revenue from the Fed. Government..... | \$ 9,347,576 | \$ 324,582 | 3.5% | | 0% |
| Personal Property Tax Relief from the Commonwealth..... | 23,578,531 | 11,789,265 | 50.0% | 11,789,265 | 0% |
| Revenue from the Commonwealth..... | 22,317,691 | 4,688,634 | 21.0% | 4,739,311 | -1% |
| Total Intergovernmental Revenues | \$ 55,243,798 | \$ 16,802,481 | 30.4% | \$ 16,528,576 | 2% |
| Other Governmental Revenues And Transfers In | | | | | |
| Fines and Forfeitures..... | \$ 5,322,000 | \$ 1,420,581 | 26.7% | \$ 1,236,857 | 15% |
| Licenses and Permits..... | 2,519,975 | 687,080 | 27.3% | 635,650 | 8% |
| Charges for City Services..... | 16,694,959 | 3,412,331 | 20.4% | 2,909,001 | 17% |
| Revenue from Use of Money & Prop..... | 3,995,000 | 965,220 | 24.2% | 814,086 | 19% |
| Other Revenue..... | 782,000 | 453,970 | 58.1% | 500,611 | -9% |
| Transfer from Other Funds..... | 2,894,329 | - | 0.0% | - | 0% |
| Total Other Governmental Revenues | \$ 32,208,263 | \$ 6,939,183 | 21.5% | \$ 6,096,205 | 14% |
| TOTAL REVENUE | \$ 618,521,093 | \$ 54,962,895 | 8.9% | \$ 58,210,301 | -6% |
| Appropriated Fund Balance | | | | | |
| General Fund..... | 6,527,654 | | - | - | |
| Reappropriation of FY 2012 | | | | | |
| Encumbrances And Other | | | | | |
| Supplemental Appropriations.... | - | - | - | - | |
| TOTAL | \$ 625,048,747 | \$ 54,962,895 | 8.8% | \$ 58,210,301 | -6% |

25% of Fiscal Year Completed
24.9% of Payrolls Processed

Attachment 2

COMPARATIVE STATEMENT OF EXPENDITURES & TRANSFERS BY FUNCTION
GENERAL FUND
FOR THE PERIODS ENDING SEPTEMBER 30, 2013 AND SEPTEMBER 30, 2012

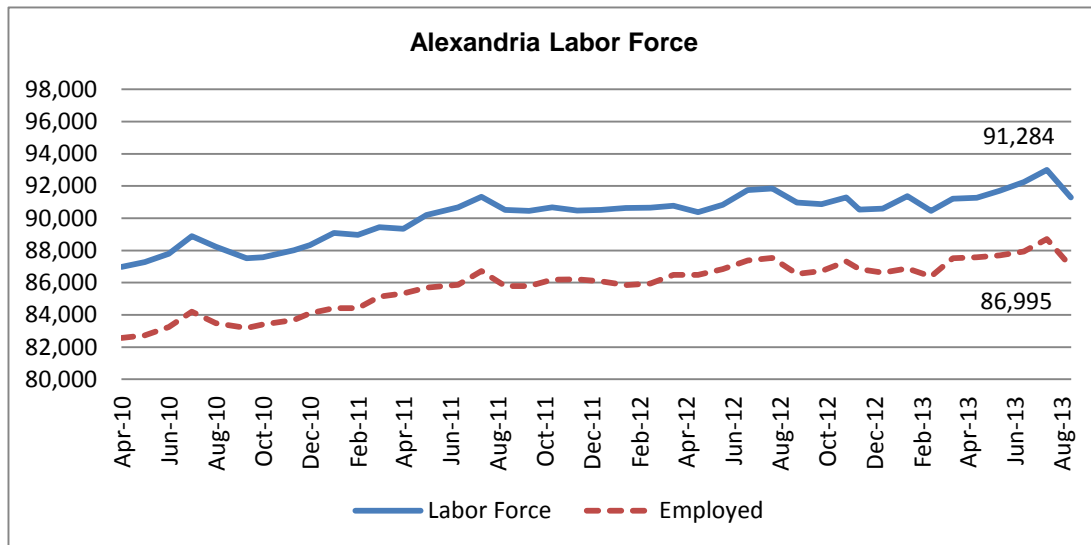
| | B | C | D=C/B | E | F=(C-E)/E |
|---|-----------------------|-----------------------|--------------|-----------------------|---------------|
| | FY2014 | FY2014 | % | FY2013 | |
| FUNCTION | REVISED | EXPENDITURES | OF BUDGET | EXPENDITURES | EXPENDITURES |
| | BUDGET | THRU 09/30/13 | EXPENDED | THRU 09/30/12 | % |
| | | | | | CHANGE |
| Legislative & Executive..... | \$ 7,048,454 | \$ 1,634,290 | 23.2% | \$ 1,511,954 | 8% |
| Judicial Administration..... | \$ 42,150,861 | \$ 10,664,131 | 25.3% | \$ 10,469,572 | 2% |
| Staff Agencies | | | | | |
| Information Technology Services..... | \$ 8,255,909 | \$ 2,353,972 | 28.5% | \$ 2,483,206 | -5% |
| Management & Budget..... | 1,277,825 | 296,787 | 23.2% | 190,931 | 55% |
| Finance..... | 11,127,469 | 2,525,042 | 22.7% | 2,416,821 | 4% |
| Real Estate Assessment..... | 1,856,591 | 312,770 | 16.8% | 399,689 | -22% |
| Human Resources..... | 3,011,789 | 836,416 | 27.8% | 631,976 | 32% |
| Planning & Zoning..... | 5,813,984 | 1,470,694 | 25.3% | 1,471,163 | 0% |
| Economic Development Activities..... | 5,085,724 | 1,272,889 | 25.0% | 1,232,630 | 3% |
| City Attorney..... | 2,715,438 | 581,723 | 21.4% | 638,380 | -9% |
| Registrar..... | 1,215,161 | 265,972 | 21.9% | 384,181 | -31% |
| General Services..... | 12,512,518 | 2,765,252 | 22.1% | 2,653,052 | 4% |
| Total Staff Agencies | \$ 52,872,408 | \$ 12,681,517 | 24.0% | \$ 12,502,029 | 1% |
| Operating Agencies | | | | | |
| Transportation & Environmental Services..... | 27,694,611 | 7,699,643 | 27.8% | 7,644,660 | 1% |
| Fire..... | 42,260,975 | 11,435,951 | 27.1% | 10,537,053 | 9% |
| Police..... | 55,021,466 | 15,286,612 | 27.8% | 14,539,410 | 5% |
| Emergency Communications..... | 6,699,221 | 1,646,780 | 24.6% | 1,398,555 | 18% |
| Code..... | 822,975 | 240,143 | 29.2% | 210,270 | 14% |
| Transit Subsidies..... | 9,490,378 | 1,461,437 | 15.4% | 3,339,617 | -56% |
| Community and Human Services..... | 13,801,164 | 3,725,689 | 27.0% | 3,725,916 | 0% |
| Health..... | 8,225,046 | 2,966,631 | 36.1% | 1,910,561 | 55% |
| Historic Resources..... | 2,690,087 | 658,406 | 24.5% | 699,826 | -6% |
| Recreation..... | 21,403,545 | 5,631,277 | 26.3% | 5,429,136 | 4% |
| Total Operating Agencies | \$ 188,109,468 | \$ 50,752,569 | 27.0% | \$ 49,435,004 | 3% |
| Education | | | | | |
| Schools..... | 185,611,472 | 27,565,953 | 14.9% | 26,145,139 | 5% |
| Other Educational Activities..... | 11,785 | 2,946 | 25.0% | 2,930 | 1% |
| Total Education | \$ 185,623,257 | \$ 27,568,899 | 14.9% | \$ 26,148,069 | 5% |
| Capital, Debt Service and Miscellaneous | | | | | |
| Debt Service..... | 55,779,933 | 18,609,254 | 33.4% | 16,066,379 | 16% |
| Non-Departmental..... | 10,760,384 | 4,371,983 | 40.6% | 4,328,768 | 1% |
| General Cash Capital..... | 17,757,911 | - | - | 6,955,483 | -100% |
| Contingent Reserves..... | 1,405,985 | - | - | - | 0% |
| Total Capital, Debt Service and Miscellaneous | \$ 85,704,213 | \$ 22,981,237 | 26.8% | \$ 27,350,630 | -16% |
| TOTAL EXPENDITURES | \$ 561,508,661 | \$ 126,282,643 | 22% | \$ 127,417,258 | \$ (0) |
| Cash Match (Transportation/DCHS/ | | | | | |
| and Transfers to the Special Revenue /Capital Projects Funds). | | | | | |
| Transfer to Housing..... | 42,791,312 | 127,371 | 0.3% | 421,753 | 0% |
| Transfer to Library..... | 2,313,228 | 421,427 | 18.2% | 1,719,541 | 0% |
| Transfer to DASH..... | 6,849,914 | 1,712,479 | 25.0% | 2,771,000 | 5% |
| TOTAL EXPENDITURES & TRANSFERS | \$ 625,048,747 | \$ 131,440,327 | 21.0% | \$ 132,329,552 | -1% |
| Total Expenditures by Category | | | | | |
| Salaries and Benefits..... | 206,672,802 | 51,122,706 | 24.7% | 45,585,399 | 12% |
| Non Personnel (includes all school funds) | 418,375,945 | 80,317,621 | 19.2% | 86,744,153 | -7% |
| Total Expenditures | \$ 625,048,747 | \$ 131,440,327 | 21.0% | \$ 132,329,552 | -1% |



Source: U.S. Department of Labor, Bureau of Labor Statistics

Alexandria data through July, Virginia data through August, US data through September

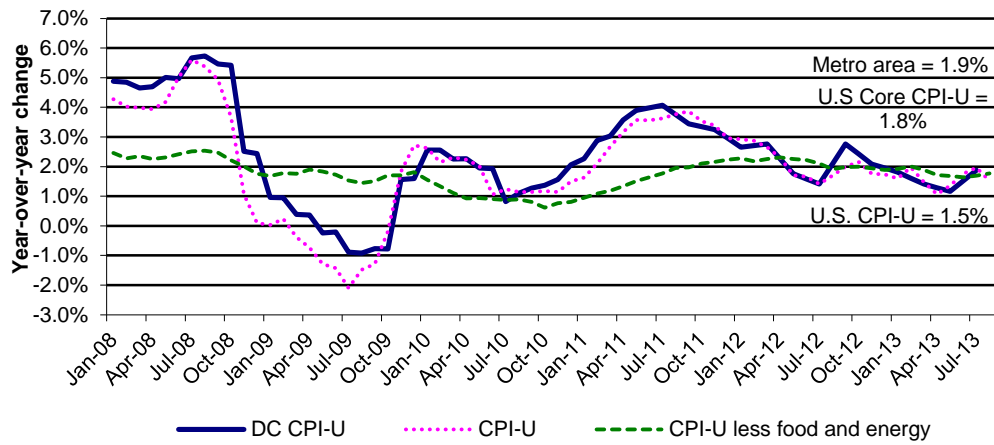
**Alexandria unemployment is not seasonally-adjusted, while U.S. and Virginia are seasonally-*



Source: Virginia Employment Commission

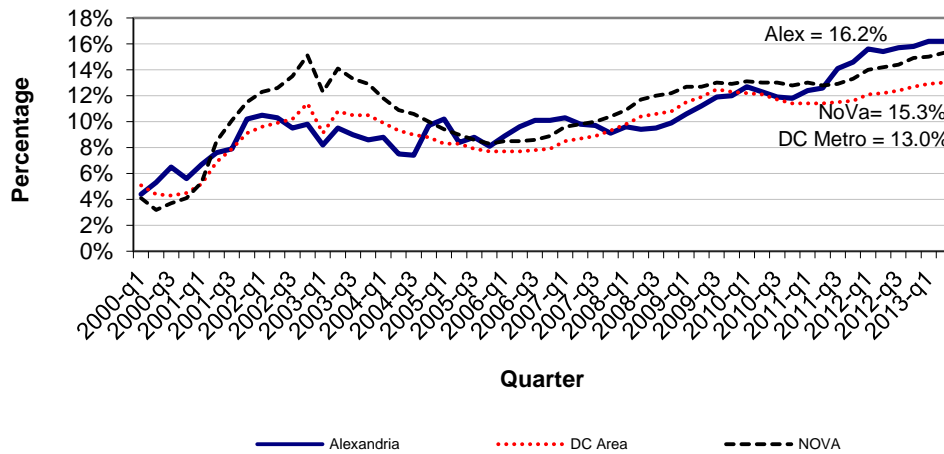
Through August 2013

Annual Change in Consumer Price Index

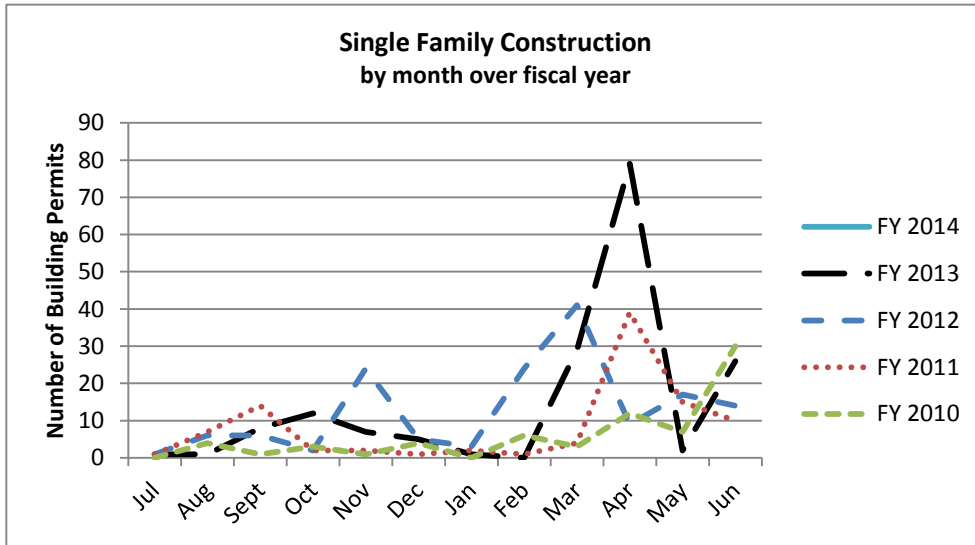


Source: U.S. Department of Labor, Bureau of Labor Statistics
Metro area data through July, US data through August

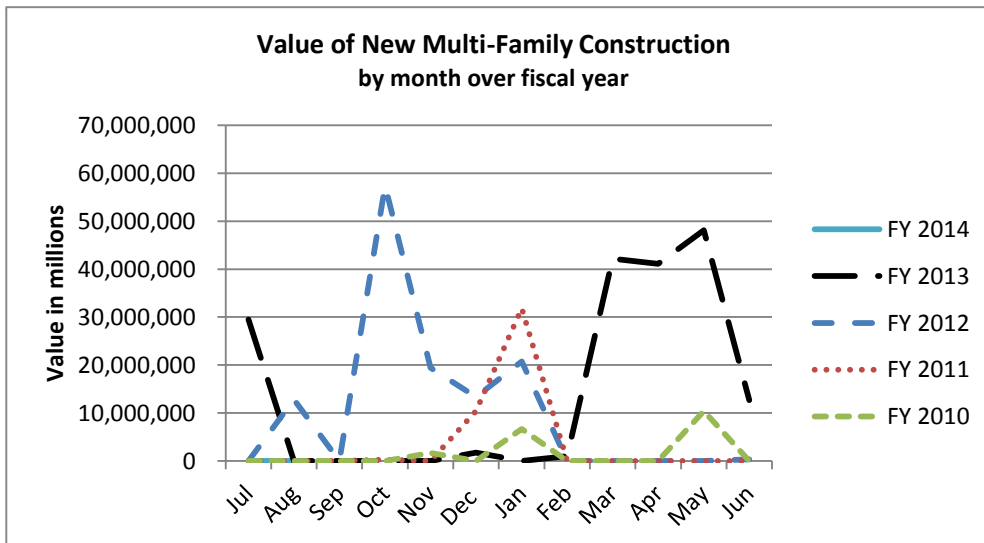
Office Vacancy Rates



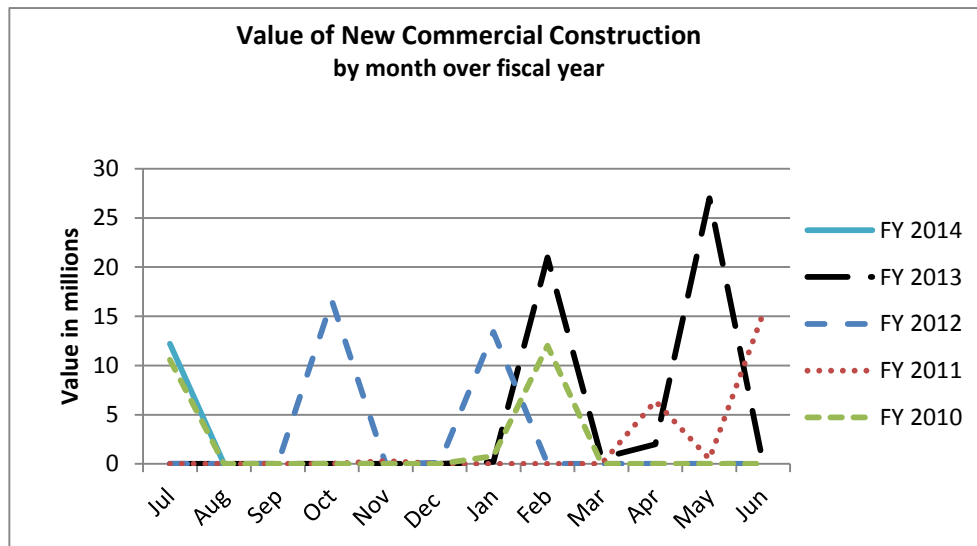
Source: CoStar
Through 2nd quarter 2013



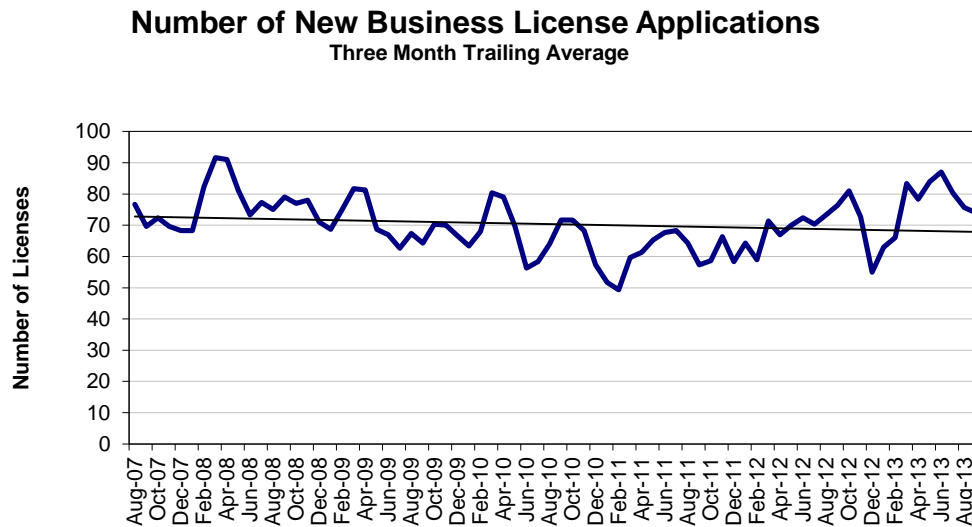
Source: Code Administration
Through August 2013



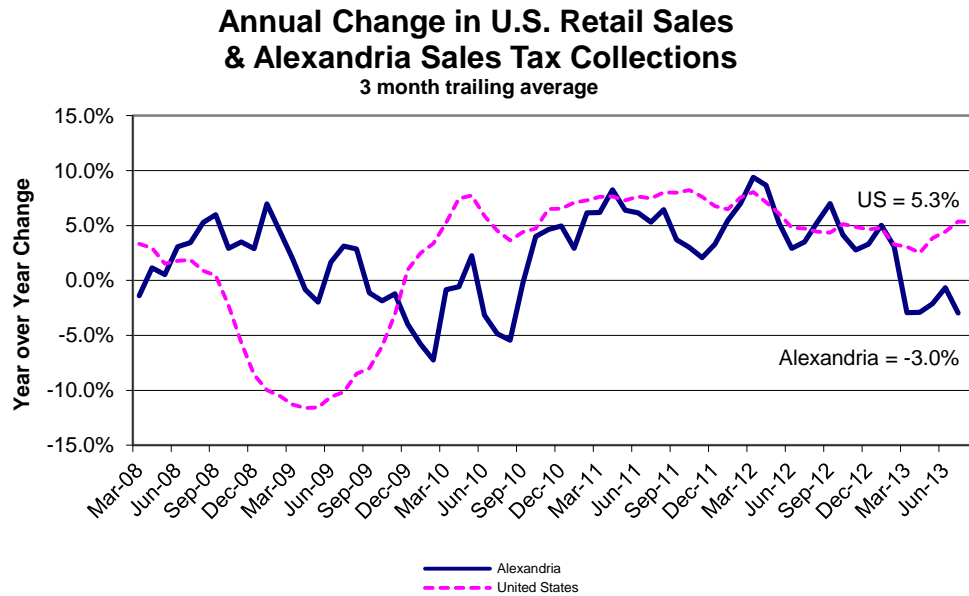
Source: Code Administration
Through August 2013



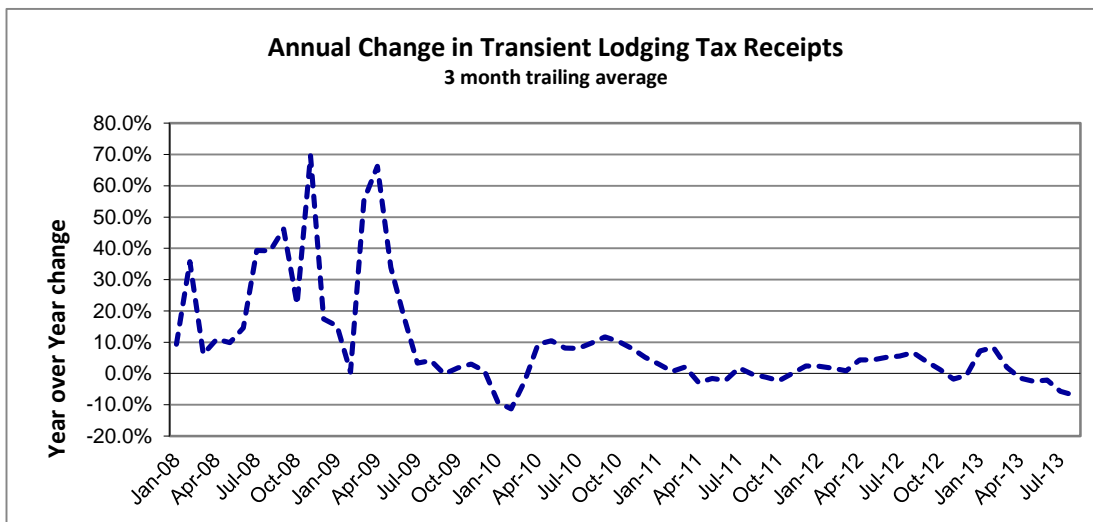
Source: Code Administration
Through August 2013



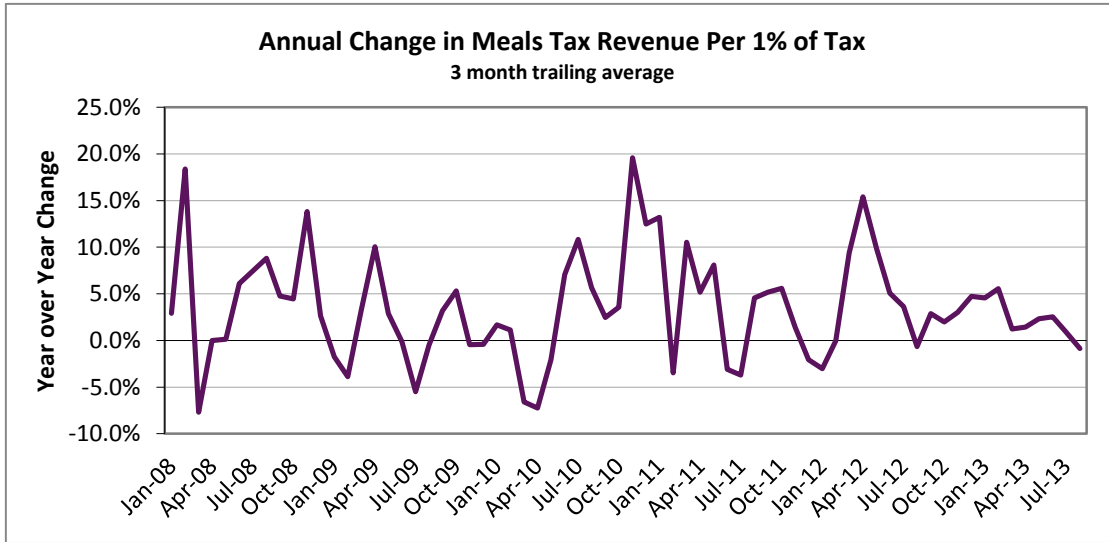
Source: Finance Department
Through September 2013



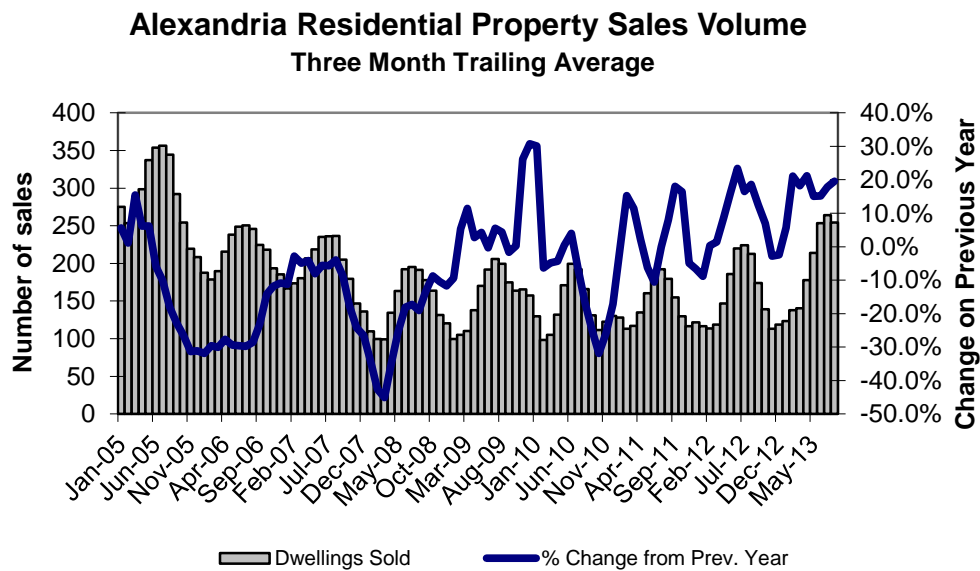
Source: Finance Department, U.S. Census Bureau
US, Alexandria data through August 2013



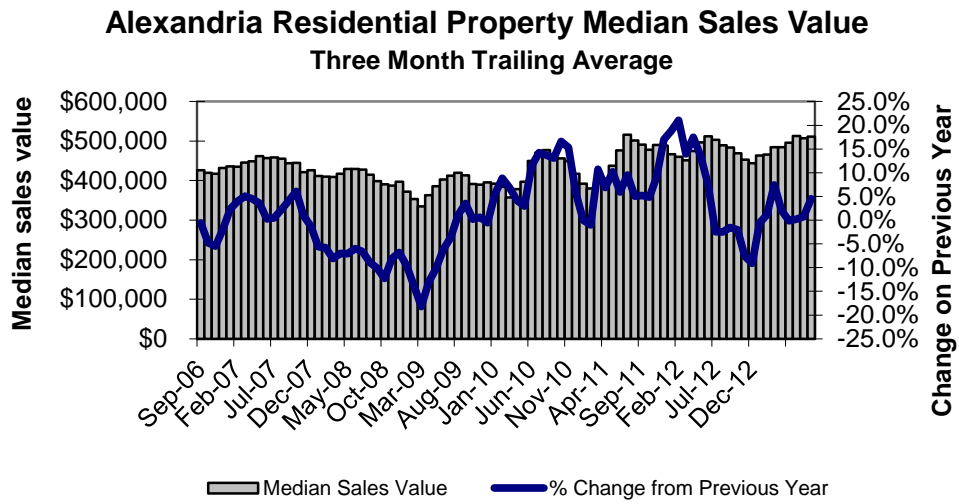
Source: Finance Department
Through August 2013



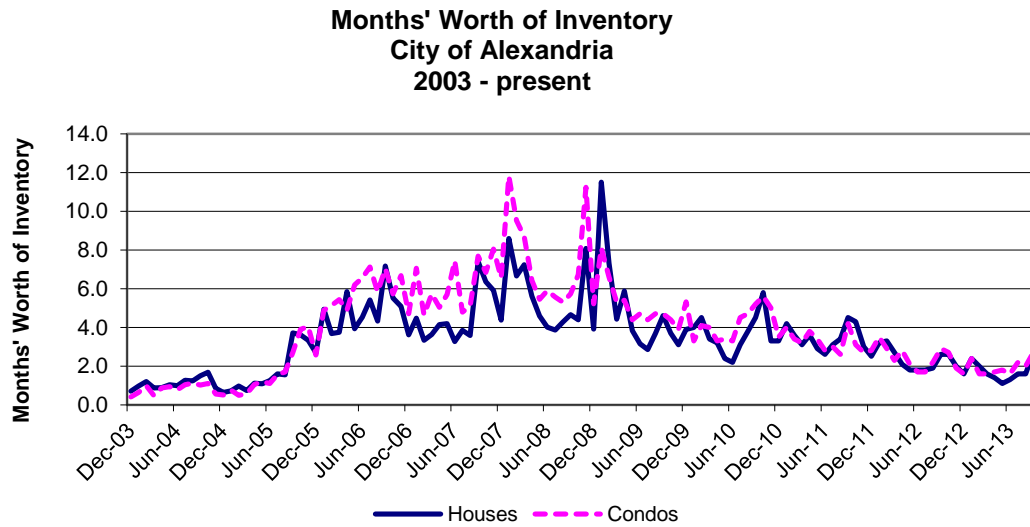
Source: Finance Department
Through August 2013



Source: Department of Real Estate Assessments
Through July 2013

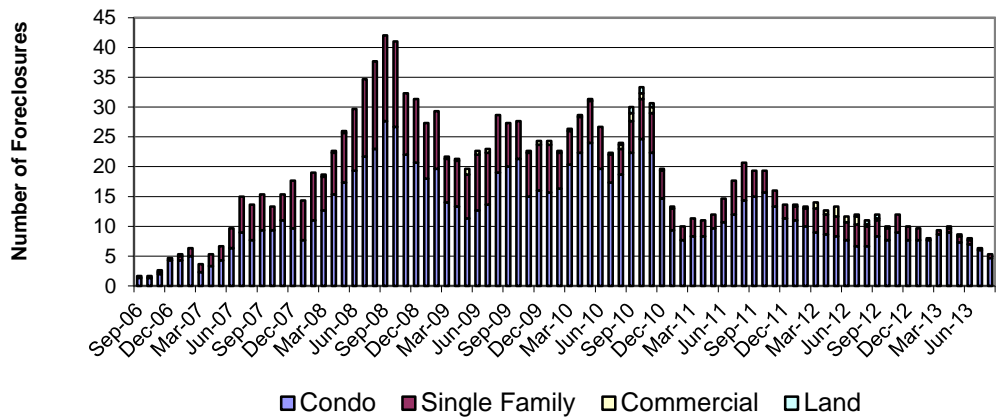


Sources: Metropolitan Regional Information Systems; Department of Real Estate Assessments
Through August 2013



Source: Metropolitan Regional Information Systems
Through September 2013

New Foreclosures in Alexandria
3 month trailing average



Source: Department of Real Estate Assessments
Through August 2013



Legislation Details (With Text)

File #: 14-1923 **Name:** Appointment of Chief Animal Control Officer
Type: **Status:** Agenda Ready
File created: 9/25/2013 **In control:** City Council Legislative Meeting
On agenda: 11/12/2013 **Final action:**
Title: Consideration of the Appointment of the Chief Animal Control Officer.
Sponsors:
Indexes:
Code sections:
Attachments: [14-1923 Qualifications Statement](#)
[14-1923 Chief of Animal Control Position Description](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013
TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:
Consideration of the Appointment of the Chief Animal Control Officer.

ISSUE: Appointment of Chief Animal Control Officer for the City of Alexandria.

RECOMMENDATION: That City Council approve the appointment of Mr. Joseph Seskey as Chief Animal Control Officer pursuant to City Code Section 5-7-44, which includes the requirement that Council appoint the City's Chief Animal Control Officer.

DISCUSSION: The City's Vola Lawson Animal Shelter has been operated under contract by the Animal Welfare League of Alexandria (AWLA) since 1989. The league is also responsible for the hiring and managing of animal control officers and a chief of animal control who enforce City and state animal control laws in Alexandria. The City Code provides that "a chief animal control officer shall be appointed by City Council and may be removed by Council or the City Manager." The League and the City have conducted the necessary

background checks and staff recommends that Mr. Seskey be appointed the position of Chief Animal Control Officer, the position that oversees the Animal Control Division of the Animal Welfare League of Alexandria (AWLA).

ATTACHMENTS:

Attachment 1: Qualifications Statement

Attachment 2: Chief Animal Control Officer Position Description

STAFF:

Michele Evans, Deputy City Manager

Megan Webb, Executive Director/CEO, Animal Welfare League of Alexandria

Jeremy McPike Director, Department of General Services

Alfred Coleman, Deputy Director, Department of General Services

Attachment 1

Qualifications Statement – Joseph Seskey

Joseph Seskey has been selected to serve as the new Chief of Animal Control. Mr. Seskey was selected after a national search of candidates and an extensive interview process conducted by a panel consisting of City Staff and Animal Welfare League of Alexandria Board Members.

Mr. Seskey recently retired as a Sergeant from the Alexandria Police Department where he served in various capacities for the last 25 years. Mr. Seskey last served as Supervisor in the Alexandria Police Department's Operations Support Bureau, Office of Special Events where he was a recognized subject matter expert in the development, coordination and strategic response for all large scale special and emergency operation events.

Mr. Seskey has a vast background in problem solving, investigations, training, logistics, supervision and management and will be responsible for the Animal Control Services provided by the Animal Welfare League of Alexandria through contract with the City of Alexandria.



POSITION DESCRIPTION

TITLE: Chief of Animal Control **FLSA STATUS:** Exempt

DEPARTMENT: Animal Control

JOB SUMMARY: Responsible for the overall management of Animal Control services provided by the League through contract with the City of Alexandria. These duties include supervising Animal Control Officers, overseeing the handling of calls for field services, providing and obtaining training for Animal Control staff and other staff as needed on best practices, communicating with the Alexandria Police Department and Dispatch to provide field services that meet the needs of Alexandria residents, interfacing with the City Attorney's office about animal related cases and coordinating AWLA's disaster response program.

ORGANIZATIONAL RELATIONSHIPS:

This position is supervised by: Executive Director

The position identified below report to this position: Animal Control Officers, Emergency Technicians

ESSENTIAL FUNCTIONS OF THE JOB INCLUDE:

Administration:

1. Manage the Animal Control Division in an efficient and professional manner, and in compliance with League policies
 - a. Maintain and distribute timely, accurate and complete records and reports, as required by regulatory entities and the League
 - b. Develop and submit division budget and keep division expenditures within budget
 - c. Ensure that division policies procedures, and guidelines are updated, in compliance with relevant regulations, responsive to League needs, and adhered to by Animal Control staff
 - d. Be able to create narrative and statistical monthly reports of division activities
 - e. Ensure adherence to financial policies and procedures
 - i. Budget adherence
 - ii. Timely approval and submitting of departmental invoices
2. Supervise, mentor, and evaluate Animal Control Officers on a daily basis and hold regular staff meetings
3. Prepare schedules for officers to ensure proper coverage is obtained on a weekly and monthly basis and be fully responsible for making sure all hours of duty, on-call and regular hours, are covered at all times by a fellow officer or League trained employee.

Animal Control:

1. Review all investigations in a prompt and efficient manner to assure that work has been completed and the situation has been properly handled
2. Inspect and issue and/or approve the inspection and issuance of City and State regulated licenses and permits
3. Keep up to date on city, state and federal laws regarding animals

4. Coordinate with the Alexandria Police Department regarding any situations that may involve a crime
5. Provide support and guidance to Animal Control Officers in the field
6. Review, train and implement the most effective and humane methods for the control and capture of animals in the field.

Training:

1. Assist in the development of staff orientation and training materials as it pertains to Animal Control
2. Provide and monitor job-specific training for Animal Control
 - a. Animal emergency call training
 - b. Commonwealth of Virginia and municipal animal regulations
 - c. Veterinary protocols
 - d. Statistical and legal reporting procedures
 - e. Departmental SOPs
 - f. Animal care and behavior for a variety of companion animals
3. Attend all mandatory training and ensure that Animal Control staff attends training that complies with the State of Virginia's regulations regarding Animal Control Officer educational requirements, as well as learn all the capabilities and features of the Shelter database, Chameleon
4. Provide training to non-Animal Control staff
 - a. Basic animal control laws and regulations
 - b. Handling of calls regarding wildlife and domestic animals

Disaster Preparedness:

1. Develop and maintain AWLA emergency preparedness and readiness plans
2. Hold disaster drills with staff and volunteers at least yearly
3. Attend disaster preparedness meeting with appropriate partners

Other Duties / Functions as assigned

POSITION SPECIFICATIONS:

1. Required:
 - a. A high school diploma
 - b. Minimum of three years of law enforcement-related experience
 - c. Minimum of two years of supervisory / management experience
 - d. Demonstrated knowledge of State and municipal codes and ordinances
 - e. Current Virginia state driver's license and insurable driving record
 - f. Ability to receive rabies prophylaxis
 - g. Education/Training
2. Preferred:
 - a. College degree, preferably in law enforcement or behavioral science
 - b. Experience working with animals, including humanely capturing and handling animals in the field

WORKING CONDITIONS:

1. Indoors in a high noise air-conditioned/heated building, outdoors at shelter, or at various locations depending on nature of emergencies
 - a. When on call situations may involve sometimes unsafe and uncomfortable conditions where exposure to environmental factors such as human or animal violence, disease, traffic, wetness, dust or equipment and machinery pose a risk of injury
2. Equipment use:
 - a. Includes use of PC, laser printer, copy machine, fax machine, telephone, power washer, cleaning supplies, animal control van
3. Work hours:

- a. Work hours will vary, and evening, weekend, and holiday hours may be required based on need

MENTAL, PHYSICAL AND COMMUNICATION REQUIREMENTS:

A successful candidate must be able to:

1. Maintain a polite, professional, and informative demeanor with staff members, volunteers, veterinarians, police department officials, attorneys, representatives from other agencies, and the general public
2. Handle exposure to animals, cleaning chemicals, fumes, dust, animal feces, bites, scratches
3. Lift and/or move up to 50 pounds.
4. See close up, distance and have the ability to adjust focus and have normal depth and peripheral vision
5. Sustain a full 8-10 hour day of driving, walking, bending, and physical activity in the field.
6. Enter data in a computer database system and maintain accurate records
7. Ability to approve euthanasia of animals when needed
8. Work alone with minimal supervision
9. Resolve conflicts successfully
10. Communicate clearly, including excellent writing skills and an ability to speak in public.

COMPENSATION:

The Animal Welfare League of Alexandria offers an excellent benefits package and competitive compensation. The AWLA provides health care, dental, and vision coverage, a retirement plan, and additional employee benefits. This is an exempt position with a starting salary of \$65,000 annually. Salary will be commensurate with experience.

This position description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job related duties required by their supervisor. This document does not create an employment contract implied or otherwise, other than an “at-will” relationship.

APPROVED:

EXECUTIVE DIRECTOR

DATE

PLEASE SIGN:_____
EMPLOYEE

DATE

Revised August 8, 2013



Legislation Details (With Text)

File #: 14-2001 **Name:**
Type: **Status:** Agenda Ready
File created: 10/8/2013 **In control:** City Council Legislative Meeting
On agenda: 11/12/2013 **Final action:**
Title: Consideration and Approval of the Request to Release Urban Forestry Contingent Reserve Funding.
Sponsors:
Indexes:
Code sections:
Attachments: [14-2001_2007 Budget Urban Forestry Contingency](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013
TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:

Consideration and Approval of the Request to Release Urban Forestry Contingent Reserve Funding.

ISSUE: Release of \$80,000 from Contingent Reserve to Urban Forestry Program.

RECOMMENDATION: Request the approval of release of \$80,000 from Contingent Reserve for a pro-active tree maintenance program. This allocation request will fund a pro-active tree pruning and maintenance effort along several major roadways and in Parks throughout the City.

BACKGROUND : City Council approved the Urban Forestry Master Plan in September 2009. Records estimated that there were 17,000 street trees, and an additional 50,000 trees in parks, schools, public open space, and on other public properties. The Urban Forestry Section of the Department of Recreation, Parks and Cultural Activities manages the City's urban forest, including tree planting, maintenance (pruning), removals, and related tasks. In addition to responding to Service Requests by residents, the Urban Forestry Section is also one of the City's primary emergency response groups. Major storm events often cause significant tree damage. Following the June 2012 derecho, for example, our regular work plan was set back by approximately 30 days

due to the diversion of resources to immediate and long-term storm debris cleanup. Additionally, Urban Forestry staff regularly responds to after-hours emergency calls of downed trees or fallen limbs blocking roads.

Residents generate much of tree work through requests for service. Means of contact include Call-Click-Connect, e-mail, or phone calls. In Fiscal Year 2013, the Urban Forestry Section handled 1,427 Service Requests, and initiated 2,693 Work Orders, which represented increases of 11.8% and 8.5%, respectively, over Fiscal Year 2012. Due to budget constraints, funding declined in relation to workload for Urban Forestry contract services and administrative support since implementation of the Urban Forestry Plan. The Forestry budget experienced a \$72,000 reduction in Fiscal Year 2013.

Current management of the City's urban forest is mostly reactive because of our resources and the number of outstanding Work Orders. At the beginning of Fiscal Year 2013, the backlog stood at 800 requests. Currently we operate with a backlog of approximately 400 requests. To achieve a 60 day service cycle time, the requests would need to reduce to a range of 100-200.

Our performance standard is to investigate each Service Request within five business days. We communicate our findings with the resident and initiate the work order cycle. The timeframe for completion of the job varies significantly, depending upon the priority of the Work Orders. Imminent safety issues or transportation blockages are always higher priorities. The removal of a fallen tree or limb in a roadway treated as an emergency and handled immediately. However, non-emergencies may take several months. Planting constraints further impact completing requests since that work occurs in the spring and fall, when weather conditions permit.

In the FY2007 Operating Budget, \$80,000 was set aside in the Contingent Reserves to fund tree maintenance. This funding anticipated support of the upcoming of the Urban Forestry Master Plan. It was set aside "should it be needed once the Urban Forestry Master Plan is approved by City Council."

The City of Alexandria's Urban Forestry Master Plan 2010 recommends that the City pursue a pro-active five-year pruning cycle for all established trees in a block-to-block program. This reduces the average unit cost of pruning a tree by an estimated 25%. This pro-active tree pruning cycle is a "best-practice" model for managing an urban forest. However, the City has not been able to achieve the goal of a five-year cycle due to the funding limitations. In Fiscal Year 2013, we did make progress to catch up on needed tree maintenance work along major roadways throughout the City. RPCA used approximately \$150,000 in one-time savings from numerous staff vacancies. As a result, the department accomplished pruning (and some removals) of approximately 600 trees on King Street, Washington Street, Mt. Vernon Ave., Van Dorn Street, in Fort Ward, Stephenson Square Park, and throughout Warwick Village.

The requested release of Contingent Reserve funding will allow us to continue these pro-active pruning efforts along other major roadways and parks in the City. In addition to being more efficient than scattered reactive maintenance efforts, pro-active block pruning removes dead limbs and other hazards that tend to fall during storms, blocking roads and causing other damage. Consequently, residents will see a reduction in disruptions and adverse impacts from tree problems.

DISCUSSION: This allocation request will fund a pro-active tree pruning and maintenance effort along several major roadways and in Parks throughout the City. Specifically, this allocation will fund the maintenance of approximately 320 trees on Commonwealth Ave., U.S. Route 1 (Patrick and Henry Streets), Duke Street, Russell Road, Edsall Road, and in City Parks including Ben Brenman, Boothe, Ft. Ward, and Chinquapin. A private contractor under supervision of Urban Forestry staff will perform the work. Such a pro-active tree maintenance program is one of the major recommendations of the City Council approved Urban

Forestry Master Plan (Recommendation #39). Rather than reacting to damage and hazards when trees and limbs fail, we will be able to address and correct many potential problems in a planned, cost effective and more manageable process. This will be more efficient than reacting to problems after they occur, and will improve the level of service for our residents and businesses. The proposed use of these funds does not obligate the City for future operating or capital costs.

FISCAL IMPACT: One-time release of the Contingent Funds set-aside for the Urban Forestry services. No fiscal impact on the current operating budget.

ATTACHMENT:

Attachment 1 - 2007 Budget Urban Forestry Contingency

STAFF:

Debra Collins, Deputy City Manager
James Spengler, Director, RPCA
Dinesh Tiwari, Deputy Director, RPCA
Robert Taylor, Division Chief, RPCA

RECREATION, PARKS AND CULTURAL ACTIVITIES

City Council Approved

Supplemental Budget Requests

Recommended by the City Manager and Approved by City Council

- Provide Operating Funds for the Marina \$11,000
This recommended supplemental is for the replacement and maintenance of basic operational supplies and materials to meet the cost associated with operating a safe, attractive and visitor friendly waterfront facility. This cost will be offset by marina fee increases.
- Recreation Program Brochure \$12,000
This recommended supplemental will fund increased printing and distribution costs of the quarterly brochure.
- Youth Sports Additional Operational Funding \$19,250
This recommended supplemental will fund additional fees for professional services, operating supplies and materials used in carrying out operating and training programs.
- Expanded Program for Teens \$23,040
This recommended supplemental will expand weekend hours at one recreation center site (the program will rotate between Oswald Durant, Mount Vernon, Nannie Lee and Charles Barrett Recreation Centers) by funding additional seasonal employees, fees for professional services, operating supplies and materials.
- Extended Program Hours for Teen Programs at
Cora Kelly and William Ramsay Centers \$57,312
This recommended supplemental will expand operational hours at Cora Kelly and William Ramsay Centers as part of a local and regional effort to prevent teens from getting involved in gang activity and other risky behaviors. Funding is for additional seasonal employees, fees for professional services, operating supplies and materials.
- Durant Center - Part-time Recreation Supervisor II Position \$40,000

This recommended supplemental will fund one part-time 0.50 FTE Recreation Supervisor II position to assist with the coordination and management of the Durant Center. Funding includes salary, benefits, non-personnel and a one-time capital outlay of \$4,500 for office equipment and furniture associated with this position.
- Urban Forestry Plan contained in the Contingent Reserves, a part of the
Non-Departmental budget \$80,000

The Urban Forestry Plan improves the establishment, maintenance, protection, preservation and planting of trees on public and private property. This recommended supplemental will fund a full-time Horticultural Assistant (\$60,000) position with benefits and additional seasonal labor (\$20,000) to maintain tree inventory, develop tree and landscape management plans and coordinate tree maintenance initiatives. Monies have been set

RECREATION, PARKS AND CULTURAL ACTIVITIES

City Council Approved

Supplemental Budget Requests

Recommended by the City Manager and Approved by City Council (continued)

aside in the Contingent Reserves for the full-time position (not currently in the Recreation Department headcount), and the additional seasonal labor should it be needed once the Urban Forestry Plan is approved by City Council. In addition, the Capital Improvement Plan tree planting budget has been increased from \$85,000 to \$135,000. More detail will be provided when the Urban Forestry Plan is submitted for Council's approval.

Recommended by the City Manager but Not Approved by City Council

- Buddie Ford Nature Center \$8,050
This recommended supplemental will fund a one-time capital outlay of \$8,050 for the acquisition of a large sign for the newly renovated Nature Center and computer equipment and software.
- Recreation Center Public Computer Labs \$79,579
This recommended supplemental will fund one full-time Customer Support Engineer II position, including benefits, non-personnel and a one-time capital outlay of \$16,812 for the replacement and acquisition of equipment and software.
- Youth Services Program Specialist Positions \$148,673
This recommended supplemental will fund two full-time Youth Services Program Specialist positions, including benefits, non-personnel and a one-time capital outlay of \$10,000 for office equipment and furniture associated with these positions.

Not Recommended by the City Manager and Not Approved by City Council

- \$11,200 for a platform lift in the maintenance shop.
- \$58,299 for two part-time Event Administrators.
- \$18,890 for the Selected Youth Basketball Program.
- \$58,299 for an Assistant Manager/Program Coordinator position at the Lee Center.
- \$35,728 increased funding for program staff.

Expenditure Reductions Recommended by the City Manager and Approved by City Council

- Efficiencies - In addition to vacancy savings of \$492,566 described above, the vacancy savings were increased by \$115,401 as part of the department's two percent efficiency reductions for a total vacancy savings of \$607,967. Additional reductions of \$13,000 are a result of a reduction in uniform quantities, improved monitoring of supplies and materials, and the decrease of seasonal labor by hiring full-time staff in a timely manner.



Legislation Details (With Text)

| | | | |
|-----------------------|---|----------------------|---|
| File #: | 14-2078 | Name: | Appointment of Participant and Alternate Representative and Management Representative |
| Type: | | Status: | Agenda Ready |
| File created: | 10/29/2013 | In control: | City Council Legislative Meeting |
| On agenda: | 11/12/2013 | Final action: | |
| Title: | Appointment of Participant and Alternate Representative and Management Representative to Certain City of Alexandria's Retirement and Investment Boards. | | |
| Sponsors: | | | |
| Indexes: | | | |
| Code sections: | | | |
| Attachments: | | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:

Appointment of Participant and Alternate Representative and Management Representative to Certain City of Alexandria's Retirement and Investment Boards.

ISSUE : There are two similar issues: 1) Appointment of a Management Representative to the Retirement Board of the City of Alexandria Firefighters and Police Officer Pension Plan ("Fire & Police Plan") and 2) Appointment of an Employee Representative and Alternate to the Retirement Board of the City of Alexandria Supplemental Retirement Plan ("Supplemental Plan").

RECOMMENDATION:

1) That City Council replace the following representative from the City of Alexandria Firefighters and Police Officers Pension Board:

- Mark Jinks, Deputy City Manager, as City Management Representative

2) With:

- Nelsie Smith, Director of OMB, to the City of Alexandria Firefighters and Police Officers Pension Board.

Ms. Smith this serves on the Supplemental Board as well as the Post-Employment Benefit Trust (for retiree health and life insurance). Mr. Jinks has taken on additional transit and economic development responsibilities that will take away from the time needed for this investment board.

Ms. Smith will remain on the board until removed by City Council or ending her employment.

3) That City Council replace the following representative from the City of Alexandria Supplemental Retirement Plan Board:

- Jarod Overstreet, Deputy Sheriff-Sergeant, as Deputy Sheriff Participant Representative

4) With:

- Robert Gilmore, Deputy Sheriff III.
- Currently Mr. Gilmore has been serving Deputy Sheriff Alternate.

Mr. Overstreet has been promoted and his duties at the Sheriff's Department have changed and he would like to focus his time on his new duties.

Mr. Gilmore's term will begin November 13, 2013 and expire December 31, 2014.

5) That City Council appoints the following individual to the newly vacant position to the City of Alexandria Supplemental Retirement Plan Board:

- Valarie Wright-Perry, Deputy Sheriff IV, as Deputy Sheriff Participant Alternate.

Ms. Wright-Perry's term will begin November 13, 2013 and expire December 31, 2014.

DISCUSSION : The Fire & Police Board consists of eight members and three alternates. The Supplemental Board consists of eight members and five alternates. Both boards serve as the trustees of the trust and fiduciaries of the respective plans and their assets. The boards acts for the City on matters concerning the assets of the plans, including selecting and monitoring investment funds and appointing investment managers, custodians, and advisors. The boards are also charged with consulting with City management to recommend modifications to the Plan. Both plans require board meetings to be held each quarter of the calendar year, but meetings are generally held more often.

City Council has the authority to appoint Fire & Police Board members. The board members are either nominated by the City Manager or elected by the Voting Participants, which include both active sworn Firefighters and Police Officers as well as retired and deferred vested Plan Participants who were sworn Firefighters or Police Officers. The City Manager nominates four representatives and one alternate to represent City management. Firefighters nominate and elect through secret ballot two Participant

Representatives and one Alternate. Police Officers also nominate and elect through secret ballot two Participant Representatives and one Alternate. In the event that City Council does not appoint a representative nominated by the City Manager or the Voting Participants, the nomination and election process must be repeated until all board member positions are filled.

City Council has the authority to appoint Supplemental Board members. The members are either nominated by the City Manager or elected by the Supplemental Board trustees. The City Manager nominates four representatives and one alternate to represent City management. The Supplemental Board Employee Representatives include: two general Schedule Employees, one Deputy Sheriff, and one Medic/Fire Marshall. Each Employee Representative has an Alternate. In the event that City Council does not appoint a representative nominated by the City Manager or the Board Trustees, the nomination process must be repeated until all Board member positions are filled.

Current Management Representatives of the Fire and Police Board are:

Name

Tom Gates, Deputy City Manager & Chairman of the Fire and Police Board
Mark Jinks, Deputy City Manager
Morgan Routt, Assistant Director Office of Management & Budget
Laura Triggs, CFO & Finance Director
Jean Kelleher (Alternate)

Current Employee Representatives of the Fire and Police Board are:

Name

Term Expires

Fire Fighters

| | |
|--------------------------|------------|
| Michael Cross | 12/31/2016 |
| Patrick Evans | 12/31/2016 |
| Rick Muse, Jr.-Alternate | 12/31/2014 |

Name

Term Expires

Police Officers

| | |
|----------------------------|------------|
| Edward Milner | 12/31/2014 |
| Albert Tierney | 12/31/2016 |
| Shirl Mammarella-Alternate | 12/31/2014 |

Current Management Representatives of the Supplemental Board are:

Name

Tom Gates, Deputy City Manager/Chief of Staff
Morgan Routt, Assistant Director Office of Management & Budget
Laura Triggs, CFO & Finance Director and Plan Administrator
Nelsie Smith, Director of Office of Management & Budget
Jean Niebauer, Director, Office of Human Rights-Alternate

Current Employee Representatives of the Supplemental Board are:

Representative

| | |
|----------------------|--|
| General Schedule | Shane Cochran, Housing, Division Chief |
| Medic /Fire Marshall | Nancy McFadden, Fire Department, Medic |

| | |
|------------------|--|
| Deputy Sheriff | Jarod Overstreet, Sheriff's Department, Deputy Sheriff |
| General Schedule | Marietta Robinson, Emergency Manager |

| | |
|------------------|--|
| | <u>Alternates</u> |
| General Schedule | Bill Eger, T&ES Energy Manager |
| Medic | Vacant |
| Deputy Sheriff | Robert Gilmore, Sheriff's Department, Deputy Sheriff |
| General Schedule | Brenda D'Sylva, APD, Administrative Assistant |

Members will remain on the board until removed by City Council or ending their employment with the City.

FISCAL IMPACT: None.

ATTACHMENT: None.

STAFF:

Laura Triggs, Chief Financial Officer
Tom Gates, Chief of Staff
Steven Bland, Retirement Administrator



Legislation Details (With Text)

File #: 14-2082 **Name:**
Type: **Status:** Agenda Ready
File created: 10/30/2013 **In control:** City Council Legislative Meeting
On agenda: 11/12/2013 **Final action:**
Title: Consideration of a Supplemental Grant Application to the Virginia Department of Criminal Justice Services For the Department of Community and Human Services Sexual Assault Center.
Sponsors:
Indexes:
Code sections:
Attachments:

| Date | Ver. | Action By | Action | Result |
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City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013
TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:

Consideration of a Supplemental Grant Application to the Virginia Department of Criminal Justice Services For the Department of Community and Human Services Sexual Assault Center.

ISSUE: Submission of a one year grant application (CY2014) to the Virginia Department of Criminal Justice Services, in the amount of \$9,317 for the Sexual Assault Center.

RECOMMENDATION: That City Council:

- (1) Approve the submission of the grant application to the Department of Criminal Justice Services (DCJS) for funding in the amount of \$9,317, by the November 15, 2013 grant application due date.
- (2) Authorize the City Manager to execute all documents that may be required.

BACKGROUND: The Sexual Assault Services Program was created by the Violence Against Women and

Department of Justice Reauthorization Act of 2005 (VAWA 2005) and is the first Federal funding stream solely dedicated to the provision of direct intervention and related assistance for victims of sexual assault. The Sexual Assault Services Program Formula Grant is for a one year funding period, Calendar Year (CY) 2014. In Virginia, the Department of Criminal Justice Services is responsible for administering and monitoring grants with the intent of improving direct services to victims of sexual violence.

The Department of Community and Human Services Sexual Assault Center is currently the only program providing comprehensive specialized services to victims of sexual violence in the City of Alexandria. The Center has been awarded DCJS funding since 1999 and receives the equivalent of 2.3 FTE positions which have been supported since 2000. The current grant award for FY 2014 is \$188,062. This application would supplement the existing grant. The additional funds provided through the Sexual Assault Services Program Formula Grant are designed to supplement other funding sources directed at addressing sexual assault.

DISCUSSION: Sexual assault remains a pervasive and severely under reported crime in the United States. The Centers for Disease Control and Prevention (CDC) reports that more than 1 in 3 women (35.6%) and more than 1 in 4 men (28.5%) in the US have experienced rape, physical violence, and/or stalking by an intimate partner in their lifetime. Nearly 1 in 10 women in the US has been raped by an intimate partner in her lifetime. One in ten children will experience sexual abuse before the age of eighteen. Sexual assault often has a devastating impact on the quality of a victim's life. Research indicates that sexual assault survivors can experience considerable psychological trauma that often results in depression, suicide attempts, obsessive-compulsive symptoms, and feelings of helplessness and powerlessness. The fear and anxiety, loss of self-esteem, and physical injury caused by sexual assault can affect every aspect of the victim's life, creating impediments to forming and/or sustaining healthy relationships and interfering with the ability to sustain a healthy and meaningful life. Sexual assault impacts not only the primary victim, but also diminishes the quality of life of parents, coworkers, friends, partners, and children. Given the significant potential impact on victims, it is essential that comprehensive services are available to assist survivors with healing from sexual trauma.

The Sexual Assault Center provided comprehensive services to 378 victims of sexual assault during FY 2013. Professional staff and trained volunteers currently provide direct services to victims of sexual assault including a 24-hour hotline, medical and police accompaniment, court advocacy, information and referral, and individual and group counseling. This additional funding would support specialized group therapy for youth who are victims of sexual assault and their non-offending family or household members and funding for staff development and training.

FISCAL IMPACT: The CY 2014 budget for this grant is \$9,317, with no matching funds required. The grant period is January 1, 2014 - December 31, 2014.

The City is responsible for the normal administrative costs associated with this grant. These costs include financial and reporting oversight provided by the administering agency, the Office of Management and Budget and the Finance Department. It should be noted that there are no monies available in the City budget to continue these activities once the grant funds are expended.

ATTACHMENTS: None

STAFF:

Debra R. Collins, Deputy City Manager

Mike Gilmore, Department Director, Department of Community & Human Services (DCHS)

Deborah Warren, Director, Center for Economic Support, DCHS

Jim Fleming, Fiscal Officer III, DCHS

Claire Dunn, Division Chief, DCHS



Legislation Details (With Text)

File #: 14-2008
Name:
Type:
Status: Agenda Ready
File created: 10/10/2013
In control: City Council Legislative Meeting
On agenda: 11/12/2013
Final action:
Title: Consideration of a Grant Application to the Virginia Stormwater Local Assistance Fund for Up to \$1,200,000.
Sponsors:
Indexes:
Code sections:
Attachments:

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013
TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:

Consideration of a Grant Application to the Virginia Stormwater Local Assistance Fund for Up to \$1,200,000.

ISSUE: Consideration of a Grant Application to the Virginia Stormwater Local Assistance Fund to retrofit Lake Cooke.

RECOMMENDATION: That City Council:

- (1) Approve the submission of the \$1.2 million grant application, due November 15, for the proposed retrofitting of Lake Cooke; and
- (2) Authorize the City Manager to execute the necessary documents that may be required.

BACKGROUND: In order to reduce non-point source pollution from stormwater runoff and help localities meet infrastructure requirements, the Virginia General Assembly has created the Stormwater Local Assistance

Fund. This fund consists of bond proceeds authorized by the General Assembly for the purpose of providing matching grants to local governments for the planning, design, and implementation of stormwater best management practices that address cost efficiency and commitments related to reducing water quality pollutant loads. This fund will be administered by the Virginia Department of Environmental Quality (DEQ).

DISCUSSION: The Chesapeake Bay Total Maximum Daily Load (TMDL), a calculation of the maximum amount of a pollutant that a water body can receive and still safely meet water quality standards, assigns nutrient loading reductions to each locality. The State has recently instituted a new series of very stringent storm water regulations, and as a result Virginia localities, including the City, have new pollutant reduction requirements which are regulated through the City's Multiple Separate Storm Sewer System (MS4) permit. In order to meet these requirements, a considerable investment in storm water quality improvement infrastructure will be required over the next 15 years. Staff is actively pursuing grant opportunities to help fund some of these largely unfunded mandates. The leading candidate for this 2013 grant request is a proposed retrofit of Lake Cooke with the intent of increasing water quality benefits. Lake Cooke was chosen because the land use is currently a pond and can be retrofitted to a stormwater management pond that will cost effectively provide water quality benefits for up to 390 acres, enhance the areas around the pond and improve fishing opportunities. The retrofit may include, among other things, adding a forebay, increasing the capacity, creating an aquatic bench, adding grade control structure(s), riparian enhancements and other landscaping near the pond - all of which will also increase aquatic health for fish and other organisms. This request is consistent with City Council's Strategic Plan Goal #2, "Maintain and improve the quality and sustainability of Alexandria's Environment" through initiatives to "enhance the ecological integrity of waterways by maintaining and improving storm water and sanitary infrastructure and stream system health to minimize environmental impacts." This request is also consistent with the water goals in the Eco-City Charter and Eco-City Action Plan. Pond retrofits are specifically identified as eligible for funding in the grant guidelines.

DEQ notified Virginia localities of this grant opportunity on September 30, with grant applications due on November 15. Since September 30, T&ES staff has been working with our City departments in identifying this as the City's stormwater project which can best be undertaken in the short term, as well as discussing this project with the Northern Virginia Regional Park Authority, whose staff is highly supportive of this project.

FISCAL IMPACT: The Office of Environmental Quality is requesting grant funds in the amount of \$1,200,000 to cover 50% of the costs associated with the \$2,400,000 total cost of the design and construction/retrofit of Lake Cooke. There is a 1:1 match for this grant and the City's portion would be supplied through the stormwater management funds that are currently approved in the MS4-TMDL Compliance Water Quality CIP account: \$800,000 in FY2014 and part of the \$800,000 planned for FY15. In the event DEQ grants the City less than \$1,200,000, then more of these FY15 CIP funds would be needed.

ATTACHMENTS:

None

STAFF:

Mark Jinks, Deputy City Manager

Richard J. Baier, P.E., LEED AP, Director, T&ES

William J. Skrabak, Deputy Director, Office of Environmental Quality, T&ES

Jerome Fletcher, Special Assistant to the City Manager

Antonio Baxter, Division Chief, Strategic Management Services, T&ES



Legislation Details (With Text)

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|-----------------------|---|----------------------|----------------------------------|
| File #: | 14-2024 | Name: | |
| Type: | Ordinance | Status: | Agenda Ready |
| File created: | 10/15/2013 | In control: | City Council Legislative Meeting |
| On agenda: | 11/12/2013 | Final action: | |
| Title: | Introduction and First Reading. Consideration. Passage on First Reading of an Ordinance to Amend and Reordain the Master Plan of the City of Alexandria, Virginia, By Adopting and Incorporating Therein the Amendment Heretofore Approved by City Council to the Old Town North Chapter of Such Master Plan as Master Plan Amendment No. 2013-0004 and No Other Amendments, and to Repeal All Provisions of the Said Master Plan as May Be Inconsistent With Such Amendment. (Implementation Ordinance for the Master Plan Amendment for the 700 North Washington Street Project Approved by the City Council on October 19, 2013) | | |
| Sponsors: | | | |
| Indexes: | | | |
| Code sections: | | | |
| Attachments: | 14-2024 Coversheet 14-2024 Ordinance | | |

| Date | Ver. | Action By | Action | Result |
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Introduction and First Reading. Consideration. Passage on First Reading of an Ordinance to Amend and Reordain the Master Plan of the City of Alexandria, Virginia, By Adopting and Incorporating Therein the Amendment Heretofore Approved by City Council to the Old Town North Chapter of Such Master Plan as Master Plan Amendment No. 2013-0004 and No Other Amendments, and to Repeal All Provisions of the Said Master Plan as May Be Inconsistent With Such Amendment. (Implementation Ordinance for the Master Plan Amendment for the 700 North Washington Street Project Approved by the City Council on October 19, 2013)

1 Introduction and first reading: November 12, 2013
2 Public hearing: November 16, 2013
3 Second reading and enactment: November 16, 2013
4

5 INFORMATION ON PROPOSED ORDINANCE
6

7 Title
8

9 An ordinance to amend and reordain the Master Plan of the City of Alexandria, Virginia, by
10 adopting and incorporating therein the amendment heretofore approved by city council to the
11 Old Town North chapter of such master plan as Master Plan Amendment No. 2013-0004 and
12 no other amendments, and to repeal all provisions of the said master plan as may be
13 inconsistent with such amendment. (Implementation Ordinance for the Master Plan
14 Amendment for the 700 North Washington Street Project approved by the City Council on
15 October 19, 2013)
16

17 Summary
18

19 The proposed ordinance accomplishes the final adoption of Master Plan Amendment No.
20 2013-0004 to amend the land use and zoning maps in the Old Town North Small Area Plan
21 Chapter of the Master Plan to change the designation of 700 and 710 North Washington
22 Street from CD-X/Commercial Downtown (Old Town North) Zone to CRMU-
23 X/Commercial Residential Mixed Use (Old Town North Zone).
24

25 Sponsor
26

27 Department of Planning and Zoning
28

29 Staff
30

31 Faroll Hamer, Director of Planning and Zoning
32 James L. Banks, Jr., City Attorney
33 Joanna C. Anderson, Assistant City Attorney
34

35 Authority
36

37 § 9.01, Alexandria City Charter
38 § 11-900, City of Alexandria Zoning Ordinance
39

40 Estimated Costs of Implementation
41

42 None
43

44 Attachments in Addition to Proposed Ordinance and its Attachment (if any)
45

46 None

ORDINANCE NO. _____

An ordinance to amend and reordain the Master Plan of the City of Alexandria, Virginia, by adopting and incorporating therein the amendment heretofore approved by city council to the Old Town North chapter of such master plan as Master Plan Amendment No. 2013-0004 and no other amendments, and to repeal all provisions of the said master plan as may be inconsistent with such amendment. (Implementation Ordinance for the Master Plan Amendment for the 700 North Washington Street Project approved by the City Council on October 19, 2013)

WHEREAS, the City Council of the City of Alexandria finds and determines that:

1. In Master Plan Amendment No. 2013-0004, the Planning Commission, having found that the public necessity, convenience, general welfare and good zoning practice so require, recommended approval to the City Council on October 1, 2013 of an amendment to the Old Town North chapter of the Master Plan of the City of Alexandria to amend the land use and zoning maps for 700 and 710 North Washington Street from CD-X/Commercial Downtown Zone (Old Town North) to CRMU-X/Commercial Residential Mixed Use Zone (Old Town North), which recommendation was approved by the City Council at public hearing on October 19, 2013;

2. The said amendment has heretofore been approved by the planning commission and city council after full opportunity for comment and public hearing.

3. All requirements of law precedent to the adoption of this ordinance have been complied with; now, therefore,

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That the Old Town North Chapter of the Master Plan of the City of Alexandria, be, and the same hereby is, amended by revising the land use and zoning maps for 700 and 710 North Washington Street as described:

Amend **Map 10 / Proposed Land Use Changes** from CDX/Commercial Downtown Zone (Old Town North) to CRMU-X/Commercial Residential Mixed-Use (Old Town North);

Amend **Map 11 / Proposed Land Use** to note that the applicable parcels are zoned to CRMU-X/Commercial Residential Mixed-Use (Old Town North)

Amend **Map 15 / Proposed Zoning Changes** from CDX/Commercial Downtown Zone (Old Town North) to CRMU-X/Commercial Residential Mixed-Use (Old Town North);

Amend **Map 16 / Proposed Zoning** to note that the applicable parcels are zoned to CRMU-X/Commercial Residential Mixed-Use (Old Town North)

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3 Section 2. That the director of planning and zoning be, and hereby is, directed to
4 record the foregoing master plan amendment as part of the Master Plan of the City of
5 Alexandria, Virginia.
6

7 Section 3. That all provisions of the Master Plan of the City of Alexandria, Virginia,
8 as may be inconsistent with the provisions of this ordinance be, and same hereby are, repealed.
9

10 Section 4. That the Master Plan of the City of Alexandria, as amended by this
11 ordinance, be, and the same hereby is, reordained as the Master Plan of the City of Alexandria,
12 Virginia.
13

14 Section 5. That the city clerk shall transmit a duly certified copy of this ordinance to
15 the Clerk of the Circuit Court of the City of Alexandria, Virginia, and that the said Clerk of the
16 Circuit Court shall file same among the court records.
17

18 Section 6. That this ordinance shall become effective upon the date and at the time
19 of its final passage.
20

21 WILLIAM D. EUILLE
22 Mayor
23
24

25 Introduction: November 12, 2013
26 First Reading: November 12, 2013
27 Publication:
28 Public Hearing: November 16, 2013
29 Second Reading: November 16, 2013
30 Final Passage: November 16, 2013
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Legislation Details (With Text)

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|-----------------------|---|----------------------|----------------------------------|
| File #: | 14-2027 | Name: | |
| Type: | Ordinance | Status: | Agenda Ready |
| File created: | 10/15/2013 | In control: | City Council Legislative Meeting |
| On agenda: | 11/12/2013 | Final action: | |
| Title: | Introduction and First Reading. Consideration. Passage on first reading of an Ordinance to Amend and Reordain Sheet No. 054.04 of the "Official Zoning Map, Alexandria, Virginia," Adopted by Section 1-300 (Official Zoning Map and District Boundaries), of the City of Alexandria Zoning Ordinance, By Rezoning the Property at 700 and 710 North Washington Street From CD-X/Commercial Downtown (Old Town North) Zone to CRMU-X/Commercial Residential Mixed Use (Old Town North) Zone in Accordance With the said Zoning Map Amendment Heretofore Approved by City Council as Rezoning No. 2013-0003. (Implementation Ordinance for the Map Amendment for the 700 North Washington Street Project Approved by City Council on October 19, 2013) | | |
| Sponsors: | | | |
| Indexes: | | | |
| Code sections: | | | |
| Attachments: | 14-2027 Coversheet 14-2027 Ordinance | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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Introduction and First Reading. Consideration. Passage on first reading of an Ordinance to Amend and Reordain Sheet No. 054.04 of the "Official Zoning Map, Alexandria, Virginia," Adopted by Section 1-300 (Official Zoning Map and District Boundaries), of the City of Alexandria Zoning Ordinance, By Rezoning the Property at 700 and 710 North Washington Street From CD-X/Commercial Downtown (Old Town North) Zone to CRMU-X/Commercial Residential Mixed Use (Old Town North) Zone in Accordance With the said Zoning Map Amendment Heretofore Approved by City Council as Rezoning No. 2013-0003. (Implementation Ordinance for the Map Amendment for the 700 North Washington Street Project Approved by City Council on October 19, 2013)

Introduction and first reading: November 12, 2013
Public hearing: November 16, 2103
Second reading and enactment: November 16, 2013

INFORMATION ON PROPOSED ORDINANCE

Title

An ordinance to amend and reordain Sheet No. 054.04 of the "Official Zoning Map, Alexandria, Virginia," adopted by Section 1-300 (OFFICIAL ZONING MAP AND DISTRICT BOUNDARIES), of the City of Alexandria Zoning Ordinance, by rezoning the property at 700 and 710 North Washington Street from CD-X/Commercial Downtown (Old Town North) Zone to CRMU-X/Commercial Residential Mixed Use (Old Town North) Zone in accordance with the said zoning map amendment heretofore approved by city council as Rezoning No. 2013-0003. (Implementation Ordinance for the Map Amendment for the 700 North Washington Street Project approved by City Council on October 19, 2013)

Summary

The proposed ordinance accomplishes the final adoption of Rezoning No. 2013-0003 to rezone the property at 700 and 710 North Washington Street from CD-X/Commercial Downtown (Old Town North) Zone to CRMU-X/Commercial Residential Mixed Use (Old Town North) Zone.

Sponsor

Department of Planning and Zoning

Staff

Faroll Hamer, Director of Planning and Zoning
James L. Banks, Jr., City Attorney
Joanna C. Anderson, Assistant City Attorney

Authority

§§ 2.04(w), 9.12, Alexandria City Charter
§ 11-800, City of Alexandria Zoning Ordinance

Estimated Costs of Implementation

None

Attachments in Addition to Proposed Ordinance and its Attachments (if any)

None

ORDINANCE NO. _____

An ordinance to amend and reordain Sheet No. 054.04 of the "Official Zoning Map, Alexandria, Virginia," adopted by Section 1-300 (OFFICIAL ZONING MAP AND DISTRICT BOUNDARIES), of the City of Alexandria Zoning Ordinance, by rezoning the property at 700 and 710 North Washington Street from CD-X/Commercial Downtown (Old Town North) Zone to CRMU-X/Commercial Residential Mixed Use (Old Town North) Zone in accordance with the said zoning map amendment heretofore approved by city council as Rezoning No. 2013-0003. (Implementation Ordinance for the Map Amendment for the 700 North Washington Street Project approved by City Council on October 19, 2013)

WHEREAS, the City Council finds and determines that:

1. In Rezoning No. 2013-0003 the Planning Commission, having found that the public necessity, convenience, general welfare and good zoning practice so require, recommended approval to the City Council on October 1, 2013 of a rezoning of the property at 700 and 710 North Washington Street from CD-X/Commercial Downtown (Old Town North) Zone to CRMU-X/Commercial Residential Mixed Use (Old Town North) Zone, which recommendation was approved by the City Council at public hearing on October 19, 2013;

2. The said rezoning is in conformity with the Master Plan of the City of Alexandria, Virginia, as amended;

3. All requirements of law precedent to the adoption of this ordinance have been complied with; now, therefore,

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That Sheet No. 054.04 of the "Official Zoning Map, Alexandria, Virginia," adopted by Section 1-300 of the City of Alexandria Zoning Ordinance, be, and the same hereby is, amended by changing, in the manner set forth below, the zoning classification of the property hereinafter described:

LAND DESCRIPTION:

700 North Washington Street, Tax Map #: 054.04-08-11

710 North Washington Street, Tax Mao #: 054.04-08-10

From: CD-X/Commercial Downtown (Old Town North) Zone

To: CRMU-X/Commercial Residential Mixed Use (Old Town North) Zone

Section 2. That the director of planning and zoning be, and hereby is, directed to record the foregoing amendment on the said map.

Section 3. That Sheet No. 054.04 of the "Official Zoning Map, Alexandria, Virginia," as so amended, be, and the same hereby is, reordained as part of the City of

Alexandria Zoning Ordinance.

Section 4. That this ordinance shall become effective on the date and at the time of its final passage.

WILLIAM D. EUILLE
Mayor

Introduction:
First Reading:
Publication:
Public Hearing:
Second Reading:
Final Passage:



Legislation Details (With Text)

File #: 14-2060 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 10/22/2013 **In control:** City Council Legislative Meeting

On agenda: 11/12/2013 **Final action:**

Title: Introduction and First Reading. Consideration. Passage on First Reading of an Ordinance to Amend and Reordain Section 4-802 (Permitted Uses) of Section 4-800 (OC/Office Commercial Zone), Section 4-902 (Permitted Uses) of Section 4-900 (OCM(50)/Office Commercial Medium (50) Zone), Section 4-1002 (Permitted Uses) of Section 4-1000 (OCM(100)/Office Commercial Medium (100) Zone) and Section 4-1102 (Permitted Uses) of Section 4-1100 (OCH/Office Commercial High) All of Article IV (Commercial, Office, and Industrial Zones) and Sections 5-102 (Permitted Uses) and 5-103 (Special Uses) of Section 5-100 (CRMU-L/Commercial residential Mixed Use (low), Sections 5-202 (Permitted Uses) and 5-203 (Special Uses) of Section 5-200 (CRMU-M/Commercial Residential Mixed Use (medium)), Sections 5-302 (Permitted Uses) and 5-303 (Special Uses) of Section 5-300 (CRMU-H/Commercial Residential Mixed Use (High)), and Section 5-402 (Permitted Uses) of Section 5-400 (CRMU-X/Commercial Residential Mixed Use (Old Town North) Zone) all of Article V (Mixed Use Zones) all of the City of Alexandria Zoning Ordinance, in Accordance With the Text Amendment Heretofore Approved by City Council as Text Amendment No. 2013-0010 (Implementing Ordinance for the Text Amendment to Add Public School and Social Service Uses to the Commercial and Mixed Use Zones Approved By the City Council on October 19, 2013)

Sponsors:

Indexes:

Code sections:

Attachments: [14-2060 Coversheet](#)
[14-2060 Ordinance](#)

| Date | Ver. | Action By | Action | Result |
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Introduction and First Reading. Consideration. Passage on First Reading of an Ordinance to Amend and Reordain Section 4-802 (Permitted Uses) of Section 4-800 (OC/Office Commercial Zone), Section 4-902 (Permitted Uses) of Section 4-900 (OCM(50)/Office Commercial Medium (50) Zone), Section 4-1002 (Permitted Uses) of Section 4-1000 (OCM(100)/Office Commercial Medium (100) Zone) and Section 4-1102 (Permitted Uses) of Section 4-1100 (OCH/Office Commercial High) All of Article IV (Commercial, Office, and Industrial Zones) and Sections 5-102 (Permitted Uses) and 5-103 (Special Uses) of Section 5-100 (CRMU-L/Commercial Residential Mixed Use (low), Sections 5-202 (Permitted Uses) and 5-203 (Special Uses) of Section 5-200 (CRMU-M/Commercial Residential Mixed Use (medium)), Sections 5-302 (Permitted Uses) and 5-303 (Special Uses) of Section 5-300 (CRMU-H/Commercial Residential Mixed Use (High)), and Section 5-402 (Permitted Uses) of Section 5-400 (CRMU-X/Commercial Residential Mixed Use (Old Town North) Zone) all of Article V (Mixed Use Zones) all of the City of Alexandria Zoning Ordinance, in Accordance With the Text Amendment Heretofore Approved by City Council as Text Amendment No. 2013-0010 (Implementing Ordinance for the Text Amendment to Add Public School and Social Service Uses to the Commercial and Mixed Use Zones Approved By the City Council on October 19, 2013)

1 Introduction and first reading: November 12, 2013
2 Public hearing: November 16, 2013
3 Second reading and enactment: November 16, 2103
4

5 INFORMATION ON PROPOSED ORDINANCE
6

7 Title

8 AN ORDINANCE to amend and reordain Section 4-802 (PERMITTED USES) of Section 4-800
9 (OC/OFFICE COMMERCIAL ZONE), Section 4-902 (PERMITTED USES) of Section 4-900
10 (OCM(50)/OFFICE COMMERCIAL MEDIUM (50) ZONE), Section 4-1002 (PERMITTED
11 USES) of Section 4-1000 (OCM(100)/OFFICE COMMERCIAL MEDIUM (100) ZONE) and
12 Section 4-1102 (PERMITTED USES) of Section 4-1100 (OCH/OFFICE COMMERCIAL HIGH)
13 all of Article IV (COMMERCIAL, OFFICE, AND INDUSTRIAL ZONES) and Sections 5-102
14 (PERMITTED USES) and 5-103 (SPECIAL USES) of Section 5-100 (CRMU-L/Commercial
15 residential mixed use (low)), Sections 5-202 (PERMITTED USES) and 5-203 (SPECIAL USES)
16 of Section 5-200 (CRMU-M/Commercial residential mixed use (medium)), Sections 5-302
17 (PERMITTED USES) and 5-303 (SPECIAL USES) of Section 5-300 (CRMU-H/Commercial
18 residential mixed use (high)), and Section 5-402 (PERMITTED USES) of Section 5-400 (CRMU-
19 X/Commercial residential mixed use (Old Town North) zone) all of Article V (MIXED USE
20 ZONES) all of the City of Alexandria Zoning Ordinance, in accordance with the text amendment
21 heretofore approved by city council as Text Amendment No. 2013-0010 (Implementing Ordinance
22 for the Text Amendment to add public school and social service uses to the Commercial and mixed
23 use zones approved by the City Council on October 19, 2013)
24

25 Summary
26

27 The proposed ordinance accomplishes the final adoption of Text Amendment No. 2013-0010 to
28 add Schools and Social Service uses to certain Commercial and Mixed Use zones.
29

30 Sponsor

31 Department of Planning and Zoning
32

33 Staff

34 Faroll Hamer, Director of Planning and Zoning
35 James L. Banks, Jr., City Attorney
36 Joanna C. Anderson, Assistant City Attorney
37

38 Authority

39 §§ 2.04(w), 9.12, Alexandria City Charter
40 § 11-800, City of Alexandria Zoning Ordinance
41

42 Estimated Costs of Implementation

43 None
44

45 Attachments in Addition to Proposed Ordinance and its Attachments (if any)
46

47 None
48
49
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ORDINANCE NO. _____

AN ORDINANCE to amend and reordain Section 4-802 (PERMITTED USES) of Section 4-800 (OC/OFFICE COMMERCIAL ZONE), Section 4-902 (PERMITTED USES) of Section 4-900 (OCM(50)/OFFICE COMMERCIAL MEDIUM (50) ZONE), Section 4-1002 (PERMITTED USES) of Section 4-1000 (OCM(100)/OFFICE COMMERCIAL MEDIUM (100) ZONE) and Section 4-1102 (PERMITTED USES) of Section 4-1100 (OCH/OFFICE COMMERCIAL HIGH) all of Article IV (COMMERCIAL, OFFICE, AND INDUSTRIAL ZONES) and Sections 5-102 (PERMITTED USES) and 5-103 (SPECIAL USES) of Section 5-100 (CRMU-L/COMMERCIAL RESIDENTIAL MIXED USE (LOW)), Sections 5-202 (PERMITTED USES) and 5-203 (SPECIAL USES) of Section 5-200 (CRMU-M/COMMERCIAL RESIDENTIAL MIXED USE (MEDIUM)), Sections 5-302 (PERMITTED USES) and 5-303 (SPECIAL USES) of Section 5-300 (CRMU-H/COMMERCIAL RESIDENTIAL MIXED USE (HIGH)), and Section 5-402 (PERMITTED USES) of Section 5-400 (CRMU-X/COMMERCIAL RESIDENTIAL MIXED USE (OLD TOWN NORTH) ZONE) all of Article V (MIXED USE ZONES) all of the City of Alexandria Zoning Ordinance, in accordance with the text amendment heretofore approved by city council as Text Amendment No. 2013-0010 (Implementing Ordinance for the Text Amendment to add public school and social service uses to the Commercial and mixed use zones approved by the City Council on October 19, 2013)

WHEREAS, the City Council finds and determines that:

1. In Text Amendment No. 2013-0010, the Planning Commission, having found that the public necessity, convenience, general welfare and good zoning practice so require, recommended approval to the City Council on October 1, 2013 of a text amendment to the Zoning Ordinance to add public schools and social services uses to the Commercial and Mixed Use Zones was approved by the City Council at public hearing on October 19, 2013

2. The City Council in adopting this ordinance expressly adopts, ratifies, affirms and concurs in the finding and action of the Planning Commission above stated;

3. All requirements of law precedent to the adoption of this ordinance have been complied with; now, therefore,

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1: That Article IV (COMMERCIAL, OFFICE, AND INDUSTRIAL ZONES) of the Zoning Ordinance be, and the same hereby is, amended by deleting text shown in strikethrough and inserting new language shown in underline to the following sections:

Sec. 4-800 OC/Office commercial zone.

4-802 Permitted uses. The following uses are permitted in the OC zone:

- (A) Single-family dwelling;
- (A.1) Two-family dwelling;
- (A.2) Townhouse dwelling;

- (B) Multifamily dwelling;
- (C) Business and professional office;
- (D) Cemetery;
- (E) Church;
- (E.1) Convenience store within an office complex;
- (E.2) Day care center;
- (E.3) Health and athletic club located within a shopping center, hotel or office complex;
- (F) Medical laboratory;
- (G) Medical office;
- (G.1) Motor vehicle parking or storage for 20 vehicles or fewer;
- (H) Personal service establishment;
- (I) Pet supplies, grooming and training business with no overnight accommodation;
- (I.1) Public school**
- (J) Radio or TV broadcasting office and studio;
- (K) Retail shopping establishment, up to 20,000 gross square feet;
- (K.1) Restaurant located within a shopping center or hotel;
- (L) Seminary, convent or monastery;
- (M) Utilities, as permitted by section 7-1200
- (N) Accessory uses, as permitted by section 7-100

Sec. 4-900 OCM(50)/Office commercial medium (50) zone.

4-902 Permitted uses. The following uses are permitted in the OCM(50) zone:

- (A) Single-family dwelling;
- (A.1) Two-family dwelling;
- (A.2) Townhouse dwelling;
- (B) Multifamily dwelling;
- (C) Business and professional office;
- (D) Cemetery;
- (E) Church;
- (E.1) Convenience store within an office complex;
- (E.2) Day care center;
- (E.3) Health and athletic club located within a shopping center, hotel or office complex;
- (F) Medical laboratory;
- (G) Medical office;
- (G.1) Motor vehicle parking or storage for 20 vehicles or fewer;
- (H) Personal service establishment;
- (I) Pet supplies, grooming and training, with no overnight accommodation;
- (I.1) Public school**
- (J) Radio or TV broadcasting office and studio;
- (K) Retail shopping establishment, up to 20,000 gross square feet;
- (K.1) Restaurant located within a shopping center or hotel;

- (L) Seminary, convent or monastery;
- (M) Utilities, as permitted by section 7-1200
- (N) Accessory uses, as permitted by section 7-100

Sec. 4-1000 OCM(100)/Office commercial medium (100) zone.

4-1002 Permitted uses. The following uses are permitted in the OCM(100) zone:

- (A) Single-family dwelling, except as limited by section 4-1003(A.1);
- (A.1) Two-family dwelling, except as limited by section 4-1003(A.1);
- (A.2) Townhouse dwelling, except as limited by section 4-1003(A.1);
- (B) Multi-family dwelling, except as limited by section 4-1003 (A.1);
- (C) Business and professional office;
- (D) Cemetery;
- (E) Church;
- (E.1) Convenience store within an office complex;
- (E.2) Day care center;
- (E.3) Health and athletic club located within a shopping center, hotel, industrial or flex space center or office complex;
- (F) Medical laboratory;
- (G) Medical office;
- (G.1) Motor vehicle parking or storage for 20 vehicles or fewer;
- (H) Personal service establishment;
- (I) Pet supplies, grooming and training business with no overnight accommodation;
- (I.1) Public school**
- (J) Radio or TV broadcasting office and studio;
- (K) Retail shopping establishment, up to 20,000 gross square feet;
- (K.1) Restaurant, located within a shopping center, hotel or industrial or flex space center;
- (L) Seminary, convent or monastery;
- (M) Utilities, as permitted by section 7-1200
- (N) Accessory uses, as permitted by section 7-100

Sec. 4-1100 OCH/Office commercial high zone.

4-1102 Permitted uses. The following uses are permitted in the OCH zone:

- (A) Single-family dwelling, except as limited by section 4-1103(A.1);
- (A.1) Two-family dwelling, except as limited by section 4-1103(A.1);
- (A.2) Townhouse dwelling, except as limited by section 4-1103(A.1);
- (B) Multi-family dwelling, except as limited by section 4-1103(A.1);
- (C) Business and professional office;
- (D) Cemetery;
- (E) Church;
- (E.1) Convenience store within an office complex;
- (E.2) Day care center;

- (E.3) Health and athletic club located within a shopping center, hotel or office complex;
- (F) Hospital;
- (G) Medical care facility;
- (H) Medical laboratory;
- (I) Medical office;
- (I.1) Motor vehicle parking or storage for 20 vehicles or fewer;
- (J) Personal service establishment, on the same lot as office use;
- (K) Pet supplies, grooming and training business with no overnight accommodation;
- (K.1) Public school**
- (L) Radio or television broadcasting office and studio;
- (L.1) Restaurant located within a shopping center or hotel;
- (M) Retail shopping establishment, on the same lot as office use, up to 20,000 gross square feet;
- (N) Seminary, convent or monastery;
- (O) Utilities, as permitted by section 7-1200
- (P) Accessory uses, as permitted by section 7-100

Section 2. That Article V (MIXED USE ZONES) of the Zoning Ordinance be, and the same hereby is, amended by deleting text shown in strikethrough and inserting new language shown in underline to the following sections:

Sec. 5-100 CRMU-L/Commercial residential mixed use (low).

5-102 Permitted uses. The following uses are permitted in the CRMU-L zone:

- (A) Single-family dwelling;
- (A.1) Two-family dwelling;
- (A.2) Townhouse dwelling;
- (B) Multifamily dwelling;
- (C) Business and professional office;
- (C.1) Convenience store within an office complex;
- (C.2) Day care center;
- (C.3) Health and athletic club located within a shopping center, hotel or office complex;
- (D) Medical laboratory;
- (E) Medical office;
- (E.1) Motor vehicle parking or storage for 20 vehicles or fewer;
- (F) Personal service establishment;
- (F.1) Public school**
- (G) Radio or television broadcasting office and studio;
- (G.1) Restaurant located within a shopping center or hotel;
- (H) Retail shopping establishment, up to 20,000 gross square feet;
- (I) Utilities, as permitted by section 7-1200
- (J) Accessory uses, as permitted by section 7-100

1
2 5-103 *Special uses.* The following uses may be approved, pursuant to the procedures and
3 regulations for special use permits and subject to the criteria of section 5-109
4 below:

- 5 (A) Amusement enterprise;
- 6 (B) Apartment hotel;
- 7 (B.1) Bakery exceeding 3,500 square feet which includes a retail
8 component;
- 9 (C) Bus shelter on private property;
- 10 (D) Congregate housing facility;
- 11 (E) Convenience store, other than pursuant to section 5-102(C.1);
- 12 (F) Reserved;
- 13 (G) Drive through facility;
- 14 (H) Health and athletic club, other than pursuant to section 5-102(C.3);
- 15 (I) Home for the elderly;
- 16 (J) Hotel;
- 17 (K) Motor vehicle parking or storage for more than 20 vehicles;
- 18 (K.1) Outdoor food and crafts market, other than pursuant to section 5-
19 102.1
- 20 (K.2) Outdoor garden center, other than pursuant to section 5-102.1
- 21 (L) Nursing or convalescent home or hospice;
- 22 (M) Private school, academic or commercial, with more than 20
23 students on the premises at one time;
- 24 (N) Restaurant, other than pursuant to section 5-102 (G.1) or 5-102.1
- 25 (O) Retail shopping establishment, larger than 20,000 gross square
26 feet.
- 27 **(P) Social service use**

28
29 **Sec. 5-200 CRMU-M/Commercial residential mixed use (medium).**

30
31 5-202 *Permitted uses.* The following uses are permitted in the CRMU-M zone:

- 32 (A) Single-family dwelling;
- 33 (A.1) Two-family dwelling;
- 34 (A.2) Townhouse dwelling;
- 35 (B) Multifamily dwelling;
- 36 (C) Business and professional office;
- 37 (C.1) Convenience store within an office complex;
- 38 (C.2) Day care center;
- 39 (C.3) Health and athletic club located within a shopping center, hotel or
40 office complex;
- 41 (D) Medical laboratory;
- 42 (E) Medical office;
- 43 (E.1) Motor vehicle parking or storage for 20 vehicles or fewer;
- 44 (F) Personal service establishment;
- 45 **(F.1) Public school**
- 46 (G) Radio or television broadcasting office and studio;

- (G.1) Restaurant located within a shopping center or hotel;
- (H) Retail shopping establishment, up to 20,000 gross square feet;
- (I) Utilities, as permitted by section 7-1200
- (J) Accessory uses, as permitted by section 7-100

5-203 Special uses. The following uses may be approved, pursuant to the procedures and regulations for special use permits and subject to the criteria of section 5-209 below:

- (A) Amusement enterprise;
- (B) Apartment hotel;
- (B.1) Bakery exceeding 3,500 square feet which includes a retail component;
- (C) Bus shelter on private property;
- (D) Congregate housing facility;
- (E) Convenience store, other than pursuant to section 5-202(C.1);
- (F) Reserved;
- (G) Drive through facility;
- (H) Health and athletic club, other than pursuant to section 5-202(C.3);
- (I) Home for the elderly;
- (J) Hotel;
- (K) Motor vehicle parking or storage for more than 20 vehicles;
- (L) Nursing or convalescent home or hospice;
- (L.1) Outdoor food and crafts market, other than pursuant to section 5-202.1
- (L.2) Outdoor garden center, other than pursuant to section 5-202.1
- (M) Private school, academic or commercial, with more than 20 students on the premises at one time;
- (N) Restaurant, not covered in section 5-202(G.1);
- (O) Retail shopping establishment, larger than 20,000 gross square feet.
- (P) Social Service Use**

Sec. 5-300 CRMU-H/Commercial residential mixed use (high).

5-302 Permitted uses. The following uses are permitted in the CRMU-H zone:

- (A) Single-family dwelling;
- (A.1) Two-family dwelling;
- (A.2) Townhouse dwelling;
- (B) Multifamily dwelling;
- (C) Business and professional office;
- (C.1) Convenience store within an office complex;
- (C.2) Day care center;
- (C.3) Health and athletic club located within a shopping center, hotel or office complex;
- (D) Medical laboratory;
- (E) Medical office;
- (E.1) Motor vehicle parking or storage for 20 vehicles or fewer;

- (F) Personal service establishment;
- (F.1) Public school**
- (G) Radio or television broadcasting office and studio;
- (G.1) Restaurant located within a shopping center or hotel;
- (H) Retail shopping establishment, up to 20,000 gross square feet;
- (I) Utilities, as permitted by section 7-1200
- (J) Accessory uses, as permitted by section 7-100

5-303 Special uses. The following uses may be approved, pursuant to the procedures and regulations for special use permits and subject to the criteria of section 5-309 below:

- (A) Amusement enterprise;
- (B) Apartment hotel;
- (B.1) Bakery exceeding 3,500 square feet which includes a retail component;
- (C) Bus shelter on private property;
- (D) Congregate housing facility;
- (E) Convenience store, other than pursuant to section **5-3202(C.1)**;
- (F) Reserved;
- (G) Drive through facility;
- (H) Health and athletic club, other than pursuant to section **5-3202(C.3)**;
- (I) Home for the elderly;
- (J) Hotel;
- (K) Motor vehicle parking or storage for more than 20 vehicles;
- (L) Nursing or convalescent home or hospice;
- (L.1) Outdoor food and crafts market, other than pursuant to section **5-3202.1**
- (L.2) Outdoor garden center, other than pursuant to section **5-3202.1**
- (M) Private school, academic or commercial, with more than 20 students on the premises at one time;
- (N) Restaurant, not covered in section **5-3202(G.1)**;
- (O) Retail shopping establishment, larger than 20,000 gross square feet.
- (P) Social service use**

Sec. 5-400 CRMU-X/Commercial residential mixed use (Old Town North) zone.

5-402 Permitted uses. The following uses are permitted in the CRMU-X zone:

- (A) Single-family dwelling;
- (A.1) Two-family dwelling;
- (A.2) Townhouse dwelling;
- (A.3) Motor vehicle parking or storage for 20 vehicles or fewer;
- (A.4) Day care center;
- (A.5) Public School**
- (B) Utilities, subject to section 7-1200
- (C) Accessory uses, as permitted by section 7-100

1
2 Section 3. That the director of planning and zoning be, and hereby is, directed to
3 record the foregoing text amendment.
4

5 Section 4. That Article IV and Article V of the Zoning Ordinance as amended
6 pursuant to Section 1 and Section 2 of this ordinance, be, and the same hereby is, reordained as
7 part of the City of Alexandria Zoning Ordinance.
8

9 Section 5. That this ordinance shall become effective on the date and at the time of
10 its final passage, and shall apply to all applications for land use, land development or subdivision
11 approval provided for under the City of Alexandria Zoning Ordinance which may be filed after
12 such date, and shall apply to all other facts and circumstances subject to the provisions of the
13 City of Alexandria Zoning Ordinance, except as may be provided in Article XII of the Zoning
14 Ordinance.
15

16 WILLIAM D. EUILLE
17 Mayor
18

19 Introduction: November 12, 2013
20 First Reading: November 12, 2013
21 Publication:
22 Public Hearing: November 16, 2103
23 Second Reading: November 16, 2013
24 Final Passage: November 16, 2103
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Legislation Details (With Text)

| | | | |
|-----------------------|---|----------------------|----------------------------------|
| File #: | 14-2062 | Name: | |
| Type: | Ordinance | Status: | Agenda Ready |
| File created: | 10/22/2013 | In control: | City Council Legislative Meeting |
| On agenda: | 11/12/2013 | Final action: | |
| Title: | Introduction and First Reading. Consideration. Passage on First Reading of an Ordinance to amend and reordain Section 11-500 (Special Use Permits) of Division B (Development Approvals) of Article IX (Development Approvals and Procedures) of the City of Alexandria Zoning Ordinance, in Accordance With the Text Amendment Heretofore Approved by City Council as Text Amendment No. 2013-0008 (Implementing Ordinance for the Text Amendment to Address Visitor and Guest Permits in the Residential Parking Permit Program Approved by the City Council on October 19, 2013) | | |
| Sponsors: | | | |
| Indexes: | | | |
| Code sections: | | | |
| Attachments: | 14-2062 Coversheet 14-2062 Ordinance | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Introduction and First Reading. Consideration. Passage on First Reading of an Ordinance to amend and reordain Section 11-500 (Special Use Permits) of Division B (Development Approvals) of Article IX (Development Approvals and Procedures) of the City of Alexandria Zoning Ordinance, in Accordance With the Text Amendment Heretofore Approved by City Council as Text Amendment No. 2013-0008 (Implementing Ordinance for the Text Amendment to Address Visitor and Guest Permits in the Residential Parking Permit Program Approved by the City Council on October 19, 2013)

1 Introduction and first reading: November 12, 2013
2 Public hearing: November 16, 2013
3 Second reading and enactment: November 16, 2103
4

5 INFORMATION ON PROPOSED ORDINANCE
6

7 Title
8

9 AN ORDINANCE to amend and reordain Section 11-500 (SPECIAL USE PERMITS) of Division
10 B (DEVELOPMENT APPROVALS) of Article IX (DEVELOPMENT APPROVALS AND
11 PROCEDURES) of the City of Alexandria Zoning Ordinance, in accordance with the text
12 amendment heretofore approved by city council as Text Amendment No. 2013-0008 (Implementing
13 Ordinance for the Text Amendment to address Visitor and Guest permits in the Residential Parking
14 Permit Program approved by the City Council on October 19, 2013)
15

16 Summary
17

18 The proposed ordinance accomplishes the final adoption of Text Amendment No. 2013-0008 to
19 add section 11-514 to clarify that Development Special Use Permit conditions restricting
20 Residential Permit Parking District permits do not apply to visitor, guest or business/contractor
21 permits.
22

23 Sponsor
24

25 Department of Planning and Zoning
26

27 Staff
28

29 Faroll Hamer, Director of Planning and Zoning
30 James L. Banks, Jr., City Attorney
31 Joanna C. Anderson, Assistant City Attorney
32

33 Authority
34

35 §§ 2.04(w), 9.12, Alexandria City Charter
36 § 11-800, City of Alexandria Zoning Ordinance
37

38 Estimated Costs of Implementation
39

40 None
41

42 Attachments in Addition to Proposed Ordinance and its Attachments (if any)
43

44 None
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ORDINANCE NO. _____

AN ORDINANCE to amend and reordain Section 11-500 (SPECIAL USE PERMITS) of Division B (DEVELOPMENT APPROVALS) of Article IX (DEVELOPMENT APPROVALS AND PROCEDURES) of the City of Alexandria Zoning Ordinance, in accordance with the text amendment heretofore approved by city council as Text Amendment No. 2013-0008 (Implementing Ordinance for the Text Amendment to address Visitor and Guest permits in the Residential Parking Permit Program approved by the City Council on October 19, 2013)

WHEREAS, the City Council finds and determines that:

1. In Text Amendment No. 2013-0008, the Planning Commission, having found that the public necessity, convenience, general welfare and good zoning practice so require, recommended approval to the City Council on October 1, 2013 of a text amendment to the Zoning Ordinance to add section 11-514 to clarify that Development Special Use Permit conditions restricting Residential Permit Parking District permits do not apply to visitor, guest or business/contractor permits was approved by the City Council at public hearing on October 19, 2013

2. The City Council in adopting this ordinance expressly adopts, ratifies, affirms and concurs in the finding and action of the Planning Commission above stated;

3. All requirements of law precedent to the adoption of this ordinance have been complied with; now, therefore,

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That Section 11-500 of the Zoning Ordinance be, and the same hereby is, amended by inserting new language, as shown:

11-500 *Special Use Permits*

11-514 City Code Residential Permit Parking Program Restrictions. A development special use permit approval that includes a condition prohibiting residents from obtaining parking permits pursuant to the Residential Permit Parking program in the City Code shall not prohibit those residents from obtaining visitor, guest or business/contractor permits/passes pursuant to the rules of section 5-8-74 (2),(3), and (4) of the City Code.

Section 2. That the director of planning and zoning be, and hereby is, directed to record the foregoing text amendment.

Section 3. That Section 11-500 as amended pursuant to Section 1 of this ordinance, be, and the same hereby is, reordained as part of the City of Alexandria Zoning Ordinance.

Section 4. That this ordinance shall become effective on the date and at the time of its final passage, and shall apply to all applications for land use, land development or subdivision approval provided for under the City of Alexandria Zoning Ordinance which may be filed after such date, and shall apply to all other facts and circumstances subject to the provisions of the City of Alexandria Zoning Ordinance, except as may be provided in Article XII of the Zoning Ordinance.

WILLIAM D. EUILLE
Mayor

Introduction: November 12, 2013
First Reading: November 12, 2013
Publication:
Public Hearing: November 16, 2103
Second Reading: November 16, 2013
Final Passage: November 16, 2103



Legislation Details (With Text)

File #: 14-2084 **Name:**
Type: **Status:** Agenda Ready
File created: 10/30/2013 **In control:** City Council Legislative Meeting
On agenda: 11/12/2013 **Final action:**
Title: Introduction and First Reading. Consideration. Passage on First Reading of an Ordinance to Amend the Charter of the Alexandria Commission on Information Technology to Revise the Composition and Organization of the Commission; to Alter the Functions of Commission; and to Provide for Administrative and Logistical Support.

Sponsors:

Indexes:

Code sections:

Attachments: [14-2084_ordcoverITCommission](#)
[14-2084_ordformITCommission](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013
TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: RASHAD M. YOUNG, CITY MANAGER /s/

DOCKET TITLE:

Introduction and First Reading. Consideration. Passage on First Reading of an Ordinance to Amend the Charter of the Alexandria Commission on Information Technology to Revise the Composition and Organization of the Commission; to Alter the Functions of Commission; and to Provide for Administrative and Logistical Support.

ISSUE: Council consideration of an ordinance to amend and reordain Article N (Alexandria Commission on Information Technology of Chapter 4 (Committee Board and Commissions) of Title 2 (General Government) of the City Code the on for the purpose of altering the Commission's composition and organization, and expanding the functions of the Commission

RECOMMENDATION: That City Council pass the ordinance, (Attachment 1) on first reading on Tuesday,

November 12, 2013 and schedule a public hearing, second reading and final passage on Saturday, November 16, 2013.

DISCUSSION: Proposed modifications to the IT Commission were drafted and offered by members of the IT Commission for the purpose of enhancing the composition and functioning of this advisory group. Staff reviewed the proposed amendments suggested by the Commission and agrees the revisions are both necessary and appropriate. Additionally staff offers revisions to the language of the City Code. A summary of all changes and the source of the suggested revision is noted in the following:

Composition Revisions

- Eliminate the current requirement for a Commission member representing the City's cable television franchise holder (Section 2-4-112 (b) (5) - IT Commission);
- Eliminate the current requirement for a Commission member representing a local telephone communication services provider (Section 2-4-112 (b) (6) - IT Commission);
- Add a Commission member designated as a student representative from TC Williams High School (Section 2-4-112 (b) (7) - IT Commission);
- Add a Citizen at-large member (Section 2-4-112 (b) (8) - IT Commission);

Organization Revisions

- Eliminate as a service competence, an individual possessing experience, education, interest or employment in Cable Television (Section 2-4-112 (e) (1) - IT Commission)
- Add as a service competence, an individual possessing experience, education, interest or employment in the application of computer technologies for improvement of business processes and analytics (Section 2-4-112 (e) (6) - City Staff)

Function Revisions

- Add as a function of the Commission, service as an independent expert resource and evaluator on matters of information, digital, and telecommunications technologies (Section 2-4-113 (a) (2) - IT Commission);
- Add as a function of the Commission the promotion of civic engagement through digital technologies (Section 2-4-113 (a) (4) - IT Commission);
- Eliminate as a function of the Commission the provision of advice to City Council on matters related to Cable Television and specifically guidance on the use of funds for access and local origination programming (Section 2-4-113 (a) (6) - IT Commission) ;
- Add as a function of the Commission the education of Alexandria citizens and businesses regarding information and digital technologies (Section 2-4-113 (a) (8) - IT Commission);

- Add as a function of the Commission, the promotion of innovation and commerce in the use of information, telecommunication and digital technologies (Section 2-4-113 (a) (9) - IT Commission) ;
- Add as a function of the Commission, service as a proponent for expanded use of wireline and wireless broadband and service as a proponent for an increased number of providers within the City (Section 2-4-113 (a) (10) - IT Commission) .
- Amend existing language to designate the Department of Information Technology Services as the primary agency for providing administrative and logistical support to the IT Commission. Additional staff support to be provided as needed and at the direction of the City Manager (Section 2-4-113 (e) - City Staff).

FISCAL IMPACT: None.

ATTACHMENT:

Attachment 1: Cover Sheet

Attachment 2: Proposed Ordinance

STAFF:

Tom Gates, Deputy City Manager, Acting CIO

Steven Cooper, Chair, Alexandria Information Technology Commission

James L. Banks, Jr., City Attorney

1 Introduction and first reading: 11/12/13
2 Public hearing: 11/16/13
3 Second reading and enactment: 11/16/13
4
5

6 INFORMATION ON PROPOSED ORDINANCE
7

8 Title
9

10 AN ORDINANCE to amend and reordain Article N (ALEXANDRIA COMMISSION ON
11 INFORMATION TECHNOLOGY) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of
12 Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, 1981, as amended.
13

14 Summary
15

16 The proposed ordinance amends the City Code to accomplish the changes to the composition and
17 functions of the Commission on Information Technology directed by the City Council as discussed on
18 docket item #15 on November 12, 2013
19

20 Sponsor
21
22
23

24 Staff

25 Tom Gates, Deputy City Manager, Acting Chief Information Officer
26 James L. Banks, Jr., City Attorney
27

28 Authority
29

30 § 3.04(g), Alexandria City Charter
31

32 Estimated Costs of Implementation
33

34 None
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36 Attachments in Addition to Proposed Ordinance and its Attachments (if any)
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38 None
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ORDINANCE NO. _____

AN ORDINANCE to amend and reordain Article N (ALEXANDRIA COMMISSION ON INFORMATION TECHNOLOGY) of Chapter 4 (COMMITTEES, BOARDS AND COMMISSIONS) of Title 2 (GENERAL GOVERNMENT) of the Code of the City of Alexandria, 1981, as amended.

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That Article N of the Code of City of Alexandria, Virginia, 1981, as amended, be, and the same hereby is, amended by deleting the text shown in strikethrough and adding the text shown in underline as follows:

ARTICLE N: Alexandria Commission on Information Technology

Sec. 2-4-112-Creation, composition, and organization

- (a) There is hereby established a commission known as the Alexandria Commission on Information Technology ("commission").
- (b) The commission shall consist of 15 members to be appointed by the city council. The composition of the commission shall be as follows:
 - (1) Two members from the city council;
 - (2) One member representing the Alexandria City School Board;
 - (3) One member from and representing the Alexandria Chamber of Commerce;
 - (4) One member representing the Alexandria City Library Board;
 - (5) One member from and representing the budget and fiscal affairs advisory committee;
 - (6) One member representing an institution of higher education located in Northern Virginia;
 - (7) One student representing T.C. Williams High School, recommended by the faculty;
and
 - (8) Seven citizens-at-large.
- (c) Members of the commission shall be appointed in the manner prescribed in article A of this title; provided, that a member who, under subsection (b), is representing an organization shall be nominated by the organization and appointed by the city council.
- (d) Members shall serve for a term of three years.
- (e) All members of the commission shall, by virtue of their education, experience, interests, or employment, have a competence in one of more of the following areas:
 - (1) Computer and networking technologies;
 - (2) Communication technologies;
 - (3) Application of computer technologies in an education environment;
 - (4) Application of computer technologies for improvement of business processes and analytics;
 - (5) Budget and fiscal analysis; or
 - (6) Public access policies.

1 Sec. 2-4-113-Functions.

2 (a) The functions of the commission shall be as follows:

3 (1) To review annually the City Manager's proposed information technology plan;

4 (2) To make recommendations to and advise the City government in the formulation and
5 implementation of information and telecommunications policy, and to promote
6 citizen participation in the formation of such policy;

7 (3) To promote civic engagement through the use of digital technologies;

8 (4) To identify new information and telecommunications technologies, to evaluate their
9 potential for enhancing the delivery of services by the City, and to identify the
10 resources and legislative changes required to implement these technologies;

11 (5) To make an annual report to the City Council which shall include a review and
12 evaluation of the activities of the commission, including any comments or
13 recommendations relative to its functions that it may choose to make;

14 (6) To promote education of Alexandria's citizens and businesses with regard to
15 information and digital technologies;

16 (7) To promote innovation and commerce within the City in the use and application of
17 information, telecommunication, and digital technologies;

18 (8) To act as a proponent for the expanded use of wireline and wireless broadband and an
19 increased number of providers within the City; and

20 (9) To perform such other duties or functions as assigned by the city council.

21 (b) The commission shall hold at least four regular meetings each year, and as many special
22 meetings as the commission may deem advisable.

23 (c) The Commission is empowered to adopt rules and regulations in regard to procedure so
24 long as the same are not inconsistent with the city code, including, but not limited to, the
25 establishment of committees through which it may carry on its functions and purpose.

26 (d) A commission chair, vice-chair and secretary shall be elected annually by the
27 commission members at the organizational meeting designated by the commission.

28 (e) The department of financial and information technology services and other departments
29 of City government as determined by the City Manager shall provide administrative and
30 logistical support to the Commission and its chair. (Ord. No. 3953. 10/25/97. Sec.2)

31
32
33 Section 2. That this ordinance shall become effective upon the date and at the time of
34 its final passage.

35
36 WILLIAM D. EUILLE
37 Mayor
38

39 Introduction:

40 First Reading:

41 Publication:

42 Public Hearing:

43 Second Reading:

44 Final Passage:

45



Legislation Details (With Text)

| | | | |
|-----------------------|---|----------------------|----------------------------------|
| File #: | 14-2096 | Name: | alex-caen sister city committee |
| Type: | Appointment | Status: | Agenda Ready |
| File created: | 11/4/2013 | In control: | City Council Legislative Meeting |
| On agenda: | 11/12/2013 | Final action: | |
| Title: | Alexandria-Caen Sister City Committee 1 Citizen Member | | |
| Sponsors: | | | |
| Indexes: | | | |
| Code sections: | | | |
| Attachments: | 14-2096 Alexandria-Caen Sister City Comm | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Alexandria-Caen Sister City Committee
1 Citizen Member

Name of Council Member

CONTESTED APPOINTMENT

Endorsement

Alexandria-Caen Sister City Committee
(2-year term)
1 citizen member

_____ Lindsey Blythe
City

Jennifer Reading, chair,
Alexandria-Caen Sister
Committee

_____ Tammie Harrison



Legislation Details (With Text)

| | | | |
|-----------------------|---|----------------------|----------------------------------|
| File #: | 14-2095 | Name: | BZA appointment |
| Type: | Appointment | Status: | Agenda Ready |
| File created: | 11/4/2013 | In control: | City Council Legislative Meeting |
| On agenda: | 11/12/2013 | Final action: | |
| Title: | Board of Zoning Appeals 1 Citizen Member | | |
| Sponsors: | | | |
| Indexes: | | | |
| Code sections: | | | |
| Attachments: | 14-2095 Board of Zoning Appeals | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Board of Zoning Appeals
1 Citizen Member

Name of Council Member

CONTESTED APPOINTMENT

Endorsement

Board of Zoning Appeals

(4-year term)

1 citizen member

_____ Benjamin Bartlett

_____ Mark Yoo



Legislation Details (With Text)

| | | | |
|-----------------------|---|----------------------|----------------------------------|
| File #: | 14-1975 | Name: | |
| Type: | | Status: | Agenda Ready |
| File created: | 10/3/2013 | In control: | City Council Legislative Meeting |
| On agenda: | 11/12/2013 | Final action: | |
| Title: | Consideration of Extension of Waste Disposal and Service Agreement Among Alexandria and Arlington and Covanta Arlington/Alexandria, Inc. for the Alexandria-Arlington Waste-to-Energy Facility. | | |
| Sponsors: | | | |
| Indexes: | | | |
| Code sections: | | | |
| Attachments: | 14-1975 Attachment 1 Alexandria-Arlington Waste to Energy Facility ppt 14-1975 Attachment 2 Alexandria-Arlington Waste to Energy Facility 14-1975 Attachment 3- EPC Letter of Support | | |

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:

Consideration of Extension of Waste Disposal and Service Agreement Among Alexandria and Arlington and Covanta Arlington/Alexandria, Inc. for the Alexandria-Arlington Waste-to-Energy Facility.

ISSUE: City Council consideration of an action to exercise an option to extend the Waste Disposal and Service Agreement among the City of Alexandria and Arlington County (the “Jurisdictions”) and Covanta Arlington/Alexandria, Inc. (“Covanta”).

RECOMMENDATION: That City Council authorize the City Manager to exercise the “Extension Option” under Section 2.3(c) of the Waste Disposal and Service Agreement among the City of Alexandria and Arlington County and Covanta Arlington/Alexandria, Inc. dated January 24, 2012.

BACKGROUND: The Alexandria/Arlington Resource Recovery Facility (Facility) was jointly initiated by the

City of Alexandria and Arlington County (Jurisdictions) as a public/private partnership to handle the waste from the two Jurisdictions. It has been in operation since February 1988, is operated by Covanta Arlington/Alexandria, Inc. (Covanta), and is capable of handling 975 tons of waste each day, while producing 21 megawatts (MW) of energy equivalent to powering approximately 20,000 homes. The Facility was determined to be the most environmentally sustainable means of disposing of waste generated by the Jurisdictions after reduction, reuse and recycling, and has had a stellar environmental record, achieving emissions well below U.S. Environmental Protection Agency (EPA) permitted levels. The City and County have analyzed the useful life of the Facility, as well as other waste disposal alternatives and costs, and have concluded that the Facility's current good condition, replacement cost, and estimated remaining useful life are such that the Facility will remain the best environmentally appropriate alternative for waste disposal for the two jurisdictions for at least the next several decades.

On January 24, 2012, the Jurisdictions entered into a new Waste Disposal and Services Agreement ("Agreement," see Attachment 2) with Covanta beginning January 1, 2013 through June 30, 2019. This new agreement was approved unanimously by both the City Council and the Arlington County Board. The new Agreement left open several decisions that need to be made for the continued use of the Facility by the Jurisdictions. In brief, the Jurisdictions could take over ownership of the Facility in 2025, or could elect to extend their site lease with Covanta to 2038, with the Jurisdictional tip fee dropping to \$0 for the period from 2025 through 2038, with the Facility and Facility Site then returning to the Jurisdictions in 2038.

After approval of the Agreement in 2012, the City Council and County Board directed City and County staff to conduct an independent economic analysis of the new Agreement, and other potential waste disposal options. The conclusion of this analysis supports the Manager's recommendation to exercise the extension option. The Environmental Policy Commission was briefed on the matter and has sent a letter in support of the Manager's recommendation (Attachment 3). The Arlington County Board will consider this matter at their November 16, 2013, meeting. Additionally, staff held a community meeting on October 28, 2012 at Tucker Elementary School in order to solicit feedback on the recommended course of action. At the meeting, residents generally supported the recommendation but raised questions regarding community impacts from emissions and trucks traveling to the Facility. Specifically, residents expressed concerns about smells, liquids/waste from trucks spilling onto streets and private property, excessive truck noise and traffic violations by haulers. Covanta and the City can address some of these issues with added street sweeping, increased hauler inspections and traffic enforcement. Residents also asked what would happen if possible new EPA regulations proved too costly for the Facility to maintain its emissions permits. In the unlikely event of such significant impacts from possible new EPA regulations, the Agreement does include change-in-law provisions including termination in the event such costs exceed Maximum Change in Law Costs envisioned in the Agreement.

DISCUSSION: The Jurisdictions retained a third-party consultant to conduct an independent economic evaluation of the Agreement, specifically to look at the extension options and costs of alternatives afforded to the Jurisdictions to support their decision-making process. As part of the study, the Jurisdictions' consultant (ARCADIS, Inc.) reviewed the Agreement, conducted a market study to estimate waste disposal capacity and costs, conducted workshops to refine the alternatives examined, and then identified the risks, benefits and costs of these alternatives. A financial model was developed for each scenario to calculate the net cost per ton during the planning period, the total cost of each scenario, and the potential range in cost based upon changing market conditions.

The three basic scenarios modeled through 2038 are as follows:

- **Base Case:** in which the Jurisdictions exercise the Extension in FY2014, at which point the tipping fee for Jurisdictional waste "freezes" at the current rate of \$43.16/ton through 2024, dropping to \$0/ton in 2025 through 2038.

- Case A: in which the Jurisdictions pay market rate (including transportation to access markets) from 2019 to 2025, and then in 2025, operate (or hire an operator to operate) the Facility to 2038.
- Case B: in which the Jurisdictions pay market rate (including transportation to access markets) from 2019 to 2025, and then sell the Facility in 2025, using the proceeds of the sale to offset their disposal costs through 2038.

From the economic analysis conducted in this study, it was concluded that the Base Case Scenario to Extend the Agreement in 2014 offers one of the lowest long-term costs and has the least amount of financial risk. Extending the Agreement in 2014 to maximize the savings available under the Agreement is considered a preferential course to follow. Consideration was given by City and County staff to postponing the decision to extend the Agreement with an extension decision deferred to prior to July 1, 2018. In recommending the extension decision not be postponed, staff considered the Jurisdictions tolerance for risk as risk tolerance is a factor in deciding whether or not to extend. However, there is a significant cost (in this case, a loss of savings) associated with postponing the decision to extend. As discussed further in the consultant's Economic Analysis Report, postponing the extension results in increased costs in the amount of approximately \$500,000 annually from now until July 1, 2018.

FISCAL IMPACT: Each option identified a potential range of costs over a 24 year period that may vary substantially (higher or lower) from the mean forecast. The forecasted mean total net cost of the Base Case is \$22.9 million. The mean forecasted cost for Case A is \$31.5 million and Case B is \$28.7 million. If the Jurisdictions extend the contract in FY2014, the Jurisdictions can expect to save approximately \$26.1 million over the life of the Agreement (through 2038). The savings diminish annually if an extension decision is not made at this time. This savings figure is relatively consistent with the benefit to the Jurisdictions that was discussed in January 2012, although the projected savings is somewhat lower due to refinements in the Jurisdictions' estimated waste generation and the assumption of a higher (more conservative) discount rate. There is a cost/loss of savings associated with postponing the extension decision of approximately \$500,000 annually from now until July 1, 2018.

ATTACHMENTS:

Attachment 1: PowerPoint presentation

Attachment 2: 2012 Waste Disposal and Service Agreement

Attachment 3: Environmental Policy Commission Letter of Support

STAFF:

Mark Jinks, Deputy City Manager

Richard J. Baier, P.E., LEED AP, Director, Transportation and Environmental Services

Yon Lambert, AICP, Deputy Director/Operations, T&ES

Jerome Fletcher, Special Assistant to the City Manager

Morgan Routt, Assistant Budget Director, Office of Management & Budget

Antonio Baxter, Division Chief, Strategic Management Services, T&ES



Economic Analysis of Covanta Extended Term Agreement

November 12, 2013

Agenda/Overview

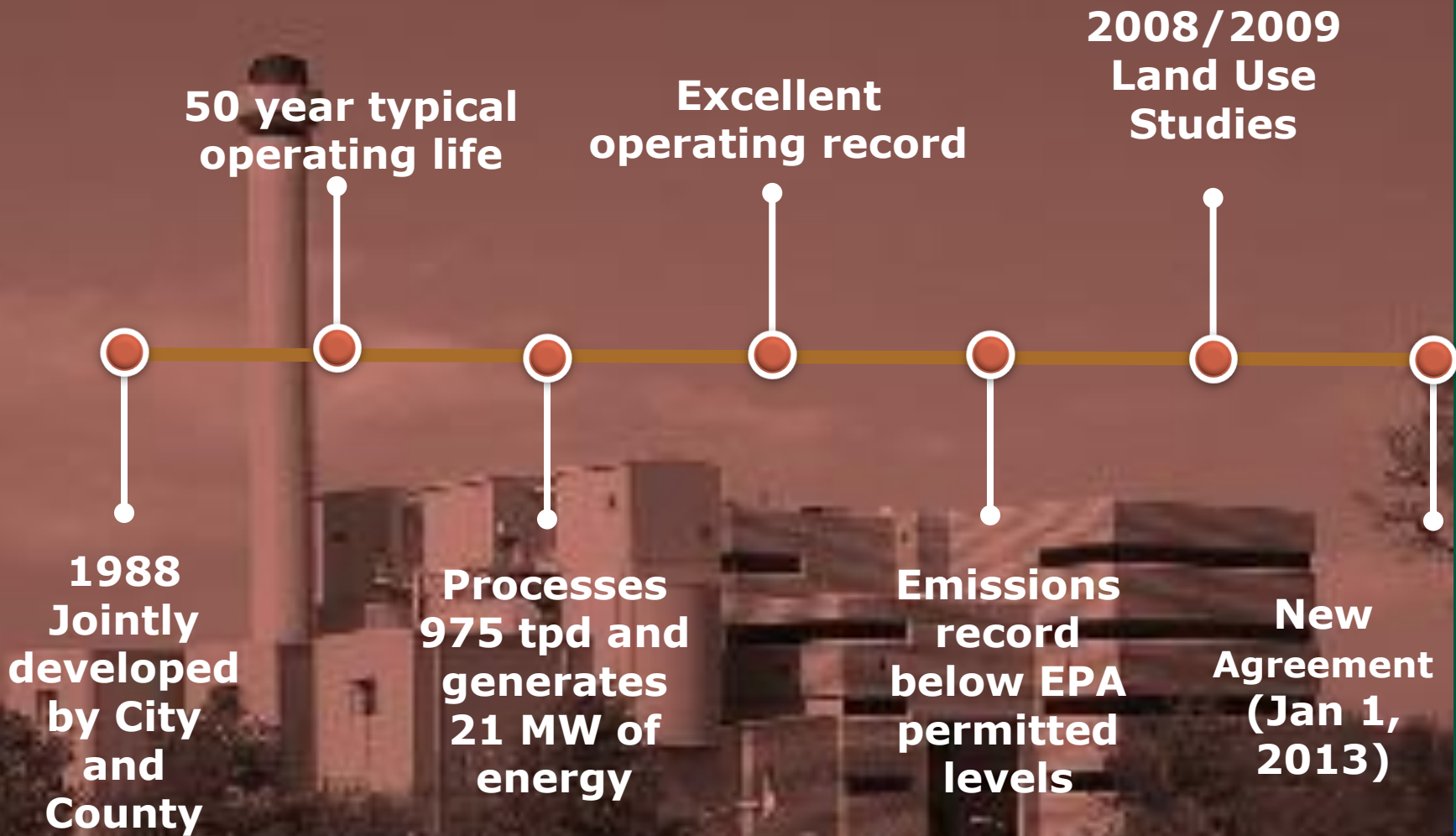
- Brief History of Energy-from-Waste Facility
 - Background and previous studies
- Waste Disposal & Service Agreement (2012)
- Economic Analysis & Manager's Recommendation
 - Issue at Hand: Extend Agreement and, if so, when?



Issue at Hand

- Should the jurisdictions extend the term of the agreement and, if so, in what timeframe?
- In 2013-14, the jurisdictions can:
 - Elect to extend the site lease with Covanta to 2038
 - Elect to make no decision (watch and wait) until June 30, 2018 (when Covanta has the right to opt out) or as late as Sept. 30, 2025
 - Elect to make no decision, intending to take ownership of facility in 2025

Brief History of the Alexandria/Arlington Waste-to-Energy Facility



Land Use Background

- Eisenhower West Industrial Use Study (2009)

"Covanta... represents a resource in which the City (and Arlington County) have placed a significant investment, a resource that provides a vital municipal service... expected to have a useful life... past the contractual relationship with Covanta that terminates in 2025." (p. 67)

- ULI Planning and Development Considerations for Eisenhower West report (2008)

"The panel was in agreement that heavy industrial users should have their place in the City and given how established the corridor is, and how it ties into a natural industrial area along Fairfax County's border, industrial companies should remain on the corridor." (p. 22)

Existing Governing Agreements



- **Waste Disposal and Service Agreement (2012)**
 - Incorporates Operating and Site Leases **(Oct. 1, 2025)**
 - Goal: Provide a reasonably-priced waste disposal option & ensure any future agreement allows flexibility to enhance environmental controls
 - Trustees were directed to negotiate an agreement through 2025 and provide an option to extend the term through 2038
 - Included 'value of deal' estimate of approx. \$42 million in savings
- **Interjurisdictional Joint Action Agreement (2012)**

Waste Disposal and Service Agreement Extension Options

Initial Term

Jan 2013 to Jun 2019

- Current rate of \$43.16 per ton, escalated annually at 2.75% thru Jun 2019
- If Extend, rate freezes (e.g. \$43.15); then drops to \$0 per ton from Oct 2025 thru Dec 2038
- Jurisdictions can extend at anytime, however, Covanta can opt out from Jul 2018 thru Dec 2018

Renewal Term

Jul 2019 - Sep 2025

- If not extended during Initial Term, rate jumps to \$60.56 in Jul 2019, and escalates annually at 2.75% thru Sep 2025
- If Extend, rate frozen thru Sep 2025; then drops to \$0 from Oct 2025 thru Dec 2038
- Jurisdiction have sole right to Extend

Extension Term

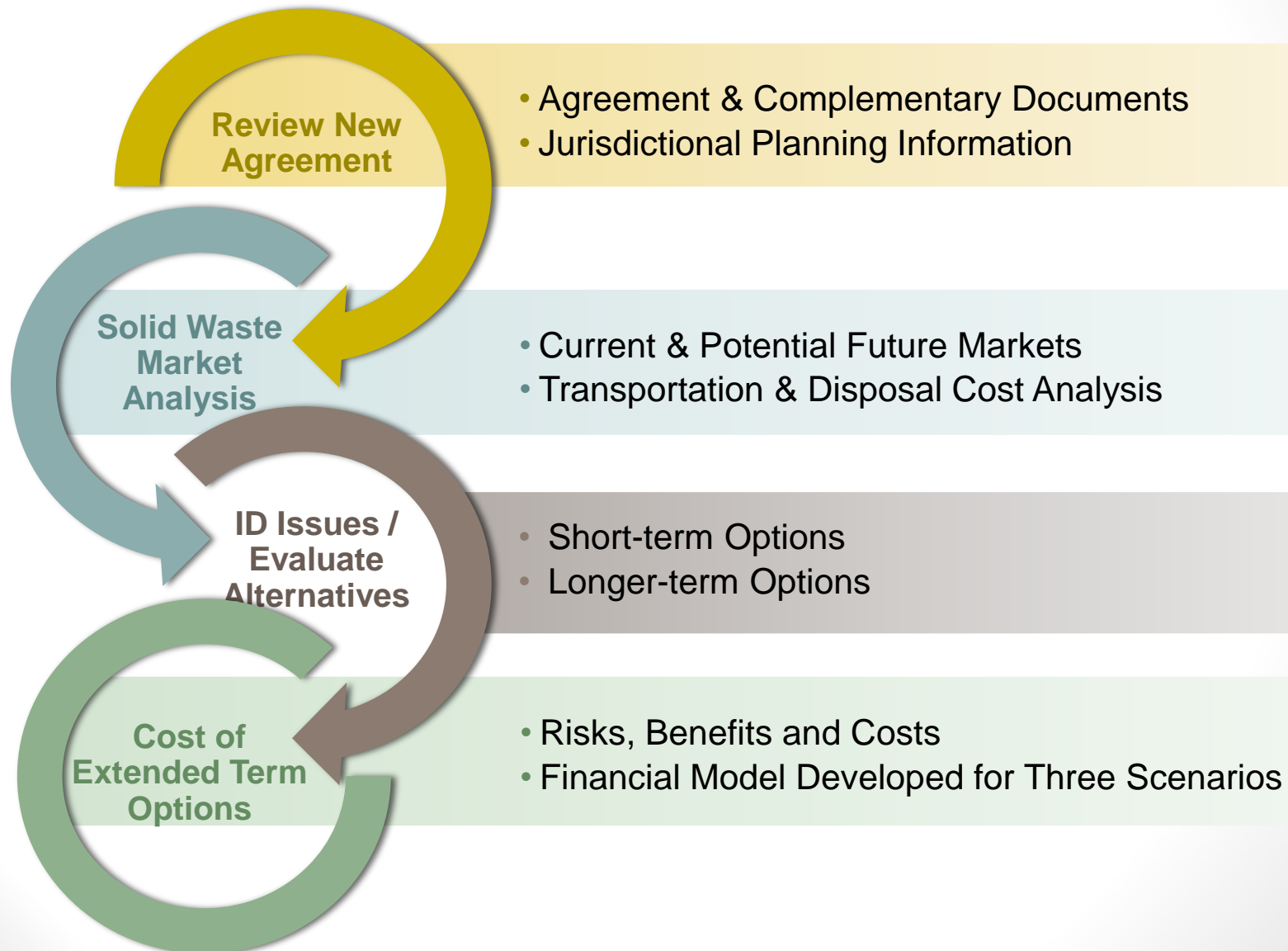
Oct 2025 to Dec 2038

- Rate is \$0 per ton thru Dec 2038
- Jurisdictions protected from Change-in-Law risks
- Facility and site revert back to Jurisdiction ownership on January 1, 2039

Issue at Hand

- Should the jurisdictions extend the term of the agreement and, if so, in what timeframe?
- In 2013-14, the jurisdictions can:
 - Elect to extend the site lease with Covanta to 2038
 - Elect to make no decision (watch and wait) until June 30, 2018 (when Covanta has the right to opt out) or as late as Sept. 30, 2025
 - Elect to make no decision, intending to take ownership of facility in 2025

Economic Analysis Process



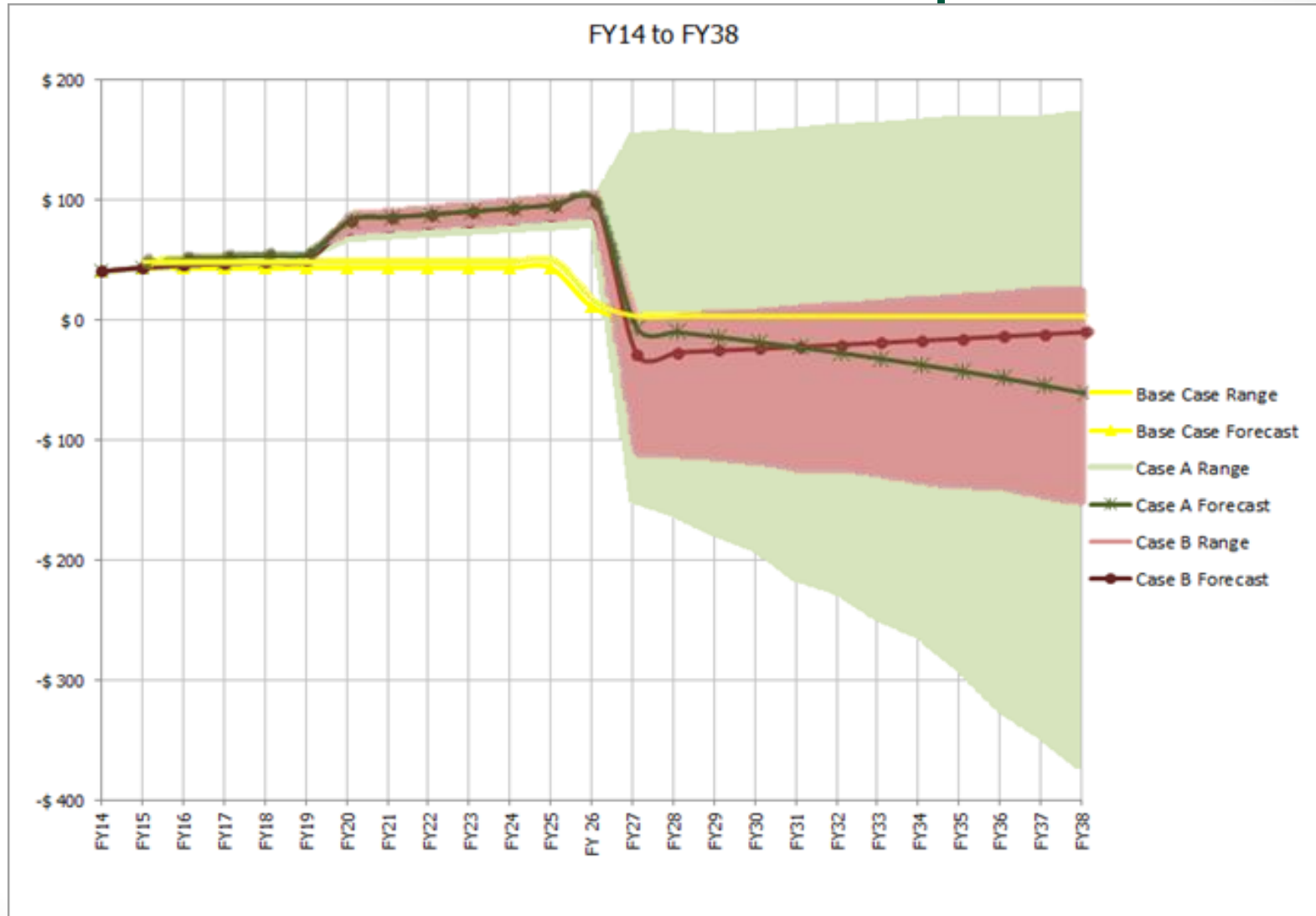
Scenarios and Assumptions

| Base Case | Case A | Case B |
|--|---|---|
| Extend in FY 2014 | Pay Market Rate 2019-2025 (In the range of \$58-\$88) | Pay Market Rate 2019-2025 (In the range of \$58-\$88) |
| Tip Fee freezes at \$43.16 per ton then drops to \$0 in 2025 | Facility transfers back to Jurisdictions in working order in 2025 | Sell Facility in 2025, use proceeds to offset disposal costs |
| Covanta operates Facility through 2038 | Jurisdictions operate or hire from 2025 to 2038 | Require operator to accept Jurisdictional waste through 2038 at market rate |

Estimated Costs of Scenarios

| | Base Case | Case A | Case B |
|--|------------------------------|--------------------------------|-------------------------------|
| Forecasted Total Net Cost | \$22.9 million | \$31.5 million | \$28.7 million |
| Forecasted Net Cost Per Ton | \$16/ton | \$23/ton | \$21/ton |
| 90% Confidence Range in Total Net Cost (Revenue) | \$15 million to \$26 million | (\$11 million) to \$75 million | (\$5 million) to \$40 million |

Comparison of Range of Forecasted Annual Cost per Ton



Extension Benefits & Risks

- Benefits:

- ✦ Maintains current waste disposal system
- ✦ Provides cost certainty (tip fee freezes, drops to \$0 in 2025)
- ✦ Maintains below market rates
- ✦ Can provide immediate savings
- ✦ Protects against change-in-law risks
- ✦ The sooner exercised the greater the savings
- ✦ Savings allow expansion of reuse and recycling programs

- Risks:

- ✦ Potential future under-leveraged Facility value
- ✦ Facility at end of its useful life in 2038
- ✦ Unknowns

Cost of Deferral

| NPV of Contract Extension Savings (5% discount rate) | | Loss in Savings by Waiting to Extend* | |
|--|----------------------------|---------------------------------------|---------------------------------------|
| If extend by June | Savings Over Contract Term | Annual Cost for Delay in Extension | Cumulative Cost of Delay in Extension |
| 2014 | \$26.1M | \$0 | \$0 |
| 2015 | \$25.6M | \$520,000 | \$520,000 |
| 2016 | \$25.1M | \$513,000 | \$1,033,000 |
| 2017 | \$24.6M | \$463,000 | \$1,546,000 |
| 2018 | \$24.2M | \$413,000 | \$1,959,000 |

Conclusion

- For Case A and Case B scenarios, majority of assumptions used in models are outside of jurisdictions' control so actual costs may vary substantially
- Each scenario has potential for providing cost-effective, below market-rate disposal options
- **Base Case contains least pricing risk and is more cost effective**
- Both Case A and Case B have potential for revenue generation in favorable economic conditions and significant pricing risk given poor conditions
- Risks inherent in the Base Case are on balance outweighed by the benefits

Thank You.

Questions?

Eco-CITY  **ALEXANDRIA**

WASTE DISPOSAL AND SERVICE AGREEMENT

AMONG

CITY OF ALEXANDRIA, VIRGINIA,

COUNTY OF ARLINGTON, VIRGINIA

AND

COVANTA ALEXANDRIA/ARLINGTON, INC.

DATED January 24, 2012

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| Exhibit C-2 | Vehicle Identification Procedure |
| Exhibit C-3 | Resident Area Rules and Regulations |
| Exhibit D | Guaranty |
| Exhibit E | Form of Confidentiality Agreement |

WASTE DISPOSAL AND SERVICE AGREEMENT

THIS WASTE DISPOSAL AND SERVICE AGREEMENT (this “Agreement”) is entered into as of January 24, 2012 (the “Execution Date”), by and among **COVANTA ALEXANDRIA/ARLINGTON, INC.**, a Virginia corporation having its principal place of business at 445 South Street, Morristown, New Jersey 07960 (the “Company”), the **CITY OF ALEXANDRIA, VIRGINIA** (the “City”), and the **COUNTY OF ARLINGTON, VIRGINIA** (the “County”). The City and the County may each be referred to herein as a “Jurisdiction”, or collectively as the “Jurisdictions”. The City, the County and the Company may each be referred to herein as the “Party”, or collectively as the “Parties”, as the usage of such term may require.

WITNESSETH:

WHEREAS, except for certain improvements owned by the Jurisdictions and leased to the Company pursuant to the Operating Lease (as defined below), the Company owns and operates the energy-from-waste facility located at 5301 Eisenhower Avenue, Alexandria, Virginia 22304 (the “Facility”);

WHEREAS, the Jurisdictions and the Company (among other parties) entered into (a) an Amended and Restated Facility Construction and Operation Agreement dated as of October 1, 1985, as amended (the “Operation Agreement”), for the construction and operation of the Facility, which Operation Agreement expires on January 1, 2013; (b) an Amended and Restated Site Lease dated as of October 1, 1985, as amended (the “Site Lease”), for lease of the Facility Site (as defined herein) to the Company, which Site Lease expires on October 1, 2025; and (c) an Operating Lease Agreement dated as of November 1, 1998 (the “Operating Lease”) for certain environmental improvements to the Facility owned by the Jurisdictions and leased to the Company, which Operating Lease expires on October 1, 2025;

WHEREAS, the Jurisdictions and the Company desire to enter into this Agreement pursuant to which, commencing on the Effective Date (as defined herein), the Company will continue to accept, Process and dispose of, and the Jurisdictions will deliver (or caused to be delivered) and pay for the disposal and Processing of Acceptable Waste, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Company and the Jurisdictions hereby agree as follows:

ARTICLE 1. Definitions.

Section 1.1 Definitions. The following words and phrases shall have the following meanings when used in this Agreement:

“Acceptable Waste” means

(a) household garbage, trash, rubbish and refuse of the kinds normally generated by residential housing units located in the Jurisdictions, including, without limitation,

(i) large household items such as beds, mattresses, sofas, refrigerators, washing machines, automobile parts, furnaces, and roofing materials of the types and in proportionate amounts that are generally collected by the Jurisdictions and /or their contract haulers from residential housing units located in the City and the County; and

(ii) leaves, twigs, grass, brush and plant cuttings; and

(b) the types of commercial and light industrial waste that are normally generated by governmental, commercial and light industrial and manufacturing establishments located in the City and the County.

In no event shall Acceptable Waste include any materials that are Unacceptable Waste. At any time, the Jurisdictions and the Company mutually may agree that any materials initially defined as Unacceptable Waste shall be reclassified as Acceptable Waste.

“Acceptance Fee” means the amounts calculated in accordance with Section 4.2 payable to the Company by the Jurisdictions.

“Adjustment Factor” shall have the meaning set forth on Schedule 2 attached hereto.

“Affiliate” means an entity which is directly or indirectly controlled by, or under common control of, Covanta Energy Corporation, a Delaware corporation, or any successor thereto.

“Aggregate Monthly Shortfall Tonnages” means the sum of the Monthly Shortfall Tonnages during the pertinent Contract Year.

“Aggregate Residue Change in Law Cost” has the meaning given in Section 4.5(b).

“Alternate Facility” has the meaning given in Section 10.1(a).

“Alternate Facility Costs” shall mean (i) increased cost of transportation, fuel and the cost to contract for additional trucks (including labor), including additional charges of contractor(s) of the Jurisdiction(s), required as a result of the use of the Alternate Facility; (ii) the tipping fee at the Alternate Facility, if paid by the Jurisdiction(s); and (iii) the cost, plus ten percent (10%), of additional overtime incurred only by Jurisdiction employees as a result of the use of the Alternate Facility.

“Annual Capital Cost” means an amount determined by dividing (a) the total capital cost of the capital alteration or capital project (as such terms are either defined or used under GAAP) to the Facility necessitated by a Change in Law, plus Markup, but exclusive of any other markup, profit and overhead, subject to Cost Substantiation, by (b) a straight-line depreciation basis (not accelerated) using the asset depreciable period for the applicable capital item as set forth in Section 168 of the Internal Revenue Code.

“Annual Facility Capacity” means 350,000 Tons per Contract Year.

“Annual Shortfall Calculation” has the meaning given in Section 4.6(b)(i).

“Annual Shortfall Fee” has the meaning given in Section 4.6(c)(ii).

“Annual Shortfall Rebate” has the meaning given in Section 4.6(c)(ii).

“Annual Shortfall Tonnage” has the meaning given in Section 4.6(b)(i).

“Applicable Law(s)” means every applicable federal, Virginia, County, City or local law, code, rule, mandate, statute, regulation, ordinance, municipal charter provision, order, decree, Permit, license, judgment, or other governmental requirement or resolution, the common law arising from final, nonappealable decisions of Governmental Authorities in the United States, and any interpretation or administration of any of the foregoing by any Governmental Authority, which applies to the services or obligations, or both, of any Party under this Agreement, whether now or hereafter in effect.

“Base Tipping Fee” means the per Ton tipping fee in effect for the Contract Year as set forth on Schedule 2, and as reduced to zero dollars (\$0) in accordance with Section 4.3(b) during the Extended Term.

“Billing Month” means each calendar month in each Contract Year, except that (a) the first Billing Month shall begin on the Effective Date and end at the end of the last day of the month in which such Effective Date occurs and (b) the last Billing Month shall end concurrently with the end of the Term, or, as applicable, the date of termination of this Agreement.

“Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday, which is not a legal holiday in the Commonwealth of Virginia.

“Capital Project” has the meaning given in Section 4.10.

“Change in Law” means either (a) the enactment, adoption, promulgation, modification, written interpretation or reinterpretation, written guideline or repeal, subsequent to the Effective Date, of any law, ordinance, code, rule, regulation or similar legislation by any Federal, Virginia, County or other governmental body, or (b) the modification of or the imposition of any conditions on the issuance, modification or renewal of any official permit, license or approval subsequent to the Effective Date, which in the case of either (a) or (b), establishes requirements affecting the operation of the Facility which are more burdensome than and adversely

inconsistent with the most stringent requirements which are applicable to the Facility or the Company, as the case may be, and which are contained in any applicable laws with respect to the Facility in effect as of the Effective Date.

Any change after the Execution Date in any Applicable Laws in existence and established as of the Execution Date regarding duties, fees, charges, levies, assessments, rates or similar impositions of Governmental Authorities, but not including taxes (for purposes of this and the immediately succeeding sentence), which change increases or decreases such duties, fees, charges, levies, assessments, rates or similar impositions of Governmental Authorities shall not be considered a Change in Law or any other Event of Force Majeure under this Agreement; provided that a material structural change in such Applicable Law (exclusive of tax law and utilities charges and fees) affecting the operation of the Facility shall constitute a Change in Law, but only to the extent such change increases the incremental cost of such Applicable Law. The enactment into law after the Execution Date of any federal, Virginia or local tax law shall not be considered a Change in Law or any other Event of Force Majeure under this Agreement. In no event, shall any change in tax law, federal, Virginia, local or otherwise, be considered a Change in Law. For purposes of clarity, the Discriminatory Tax provision in Section 4.8 shall nevertheless be applicable pursuant to the terms of such provision.

“Change in Law Charge” has the meaning given in Section 4.5(c).

“Change in Law Credit” has the meaning given in Section 4.5(d).

“City” has the meaning ascribed to it in the opening paragraph of this Agreement.

“Company” has the meaning ascribed to it in the opening paragraph of this Agreement.

“Company Change in Law Notice” has the meaning given in Section 4.5(f).

“Company Indemnified Parties” has the meaning given in Section 7.2.

“Confidentiality Agreement” means the form of Confidentiality Agreement, in form and substance, attached hereto as Exhibit E.

“Contract Year” means a Fiscal Year comprised of twelve (12) months, except that (a) the first Contract Year shall commence on the Effective Date and end at the end of the Fiscal Year in which the Effective Date occurred and (b) the last Contract Year shall end concurrently with the end of the Term, or as applicable, the date of termination of this Agreement.

“Cost Substantiation” means, with respect to any cost or expense incurred by any Party, a certificate signed by the Party with respect to the Party’s asserted increase and incremental Direct Costs incurred by the Party, stating (a) the reason for incurring such Direct Cost, (b) the amount of such Direct Cost, (c) the act, event, condition or Section under this Agreement giving rise to the Party’s right to incur such Direct Cost, and (d) that such Direct Cost is at a fair market value price for the service provided or materials supplied (it being understood that such services or materials may be provided or supplied by an Affiliate). Any certification provided by any

Party to the other Parties shall include copies of all invoices or charges, together with any additional reasonable documentation of such costs or expenses incurred which the other Party deems reasonably necessary to verify the amount of such costs and expenses and to demonstrate the basis for the amount claimed.

“County” has the meaning ascribed to it in the opening paragraph of this Agreement.

“Cure”, “Cured” or “Curing” means any repair, replacement, change, modification, reconstruction, cure, remedy or correction to or on the Facility.

“Direct Cost(s)” means, in connection with any cost or expense incurred by any Party, the sum of:

(a) the costs of the Party’s payroll directly related to the performance of any obligation of the Party pursuant to the terms of this Agreement, consisting of compensation and fringe benefits, including vacation, sick leave, holidays, retirement, worker’s compensation insurance and employer’s liability insurance and in the case of the Company, not otherwise provided by the Company pursuant to the provisions of Section 7.3, federal and Virginia unemployment taxes and all medical and health insurance benefits plus Markup but exclusive of any other markup, profit and overhead, excluding retirees medical and health benefits, plus

(b) the sum of (1) payments of reasonable costs to subcontractors necessary to and in connection with the performance of the Party’s obligations, plus (2) the costs of equipment, materials, direct rental costs and supplies purchased by such Party (equipment manufactured or furnished by, and services, materials and supplies furnished by, the Party or its Affiliates shall be considered purchased materials at their actual invoice cost, provided such cost is an arm’s length fair market value cost), plus (3) interest and transaction costs of financing items described in the foregoing clauses (1) and (2), plus

(c) subject to Applicable Law, the reasonable costs of travel and subsistence incurred by any employee of the Party.

This definition shall be applicable whenever this term is identified in this Agreement unless the Parties shall otherwise agree in writing.

“Discriminatory Tax” has the meaning given in Section 4.8.

“Diverted Waste” means Acceptable Waste that the Company is required to accept at the Facility for Processing under this Agreement but (a) which is not accepted by the Company because of an Event of Force Majeure or (b) which is wrongfully refused by the Company.

“Effective Date” means January 1, 2013 at 12:01 a.m., or such other date and time mutually agreed in writing by the Parties.

“Event of Default” means any of the events of default set forth in Sections 10.3 or 10.4.

“Event of Force Majeure” means the following acts, events or conditions or any combination thereof that has had or may reasonably be expected to have a direct, material, adverse effect on the rights or obligations of a Party to this Agreement; provided, however, that such act, event or condition shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement:

(a) An act of God such as severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions (affecting delivery of materials) or similar cataclysmic occurrence, nuclear catastrophe, an act of public enemy, war, blockade, insurrection, sabotage, vandalism, theft, riot, general arrest or general restraint of government and people;

(b) A Change in Law;

(c) The loss of any utility services necessary for the operation of the Facility for reasons other than, as applicable, Company Fault or Jurisdiction Fault;

(d) The presence of any subsurface or latent physical condition (including the presence of Hazardous Waste or other contamination or pollution, but excluding such materials brought to the Facility Site by or generated by the Company or its subcontractors) at or on the Facility which shall prevent or materially adversely affect the Company’s obligations hereunder; provided that the condition was unknown to the Company on, and could not have been discovered with reasonable diligence by the Company on or before the Execution Date;

(e) The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Facility or any material portion or part thereof, or the alternate disposal facility then being used by the Company to carry out its obligations hereunder by the action of any federal, state or local government or governmental agency or authority; and

(f) The unavailability of any and all Landfills (other than the Lorton Landfill) in Delaware, Maryland, North Carolina, Pennsylvania, Virginia and West Virginia.

“Excess Annual Tonnage Threshold” means the Tons of Acceptable Waste during a Contract Year as set forth in Schedule 1, as the same may be modified or amended from time to time by the Jurisdictions pursuant to Section 2.2(b) or, in the case of the Extended Term, pursuant to Section 2.2(c).

“Excess Monthly Tonnage” means the Tons of Acceptable Waste during a Billing Month as set forth in Schedule 1, as the same may be modified or amended from time to time by the Jurisdictions pursuant to Section 2.2(b).

“Excess Tonnage Fee” has the meaning given in Section 4.7.

“Excess Tonnage Tip Fee” means the per Ton fee in effect for the Contract Year as set forth in Schedule 2 for acceptance and Processing by the Company at the Facility of Acceptable Waste delivered by or on behalf of the Jurisdictions in excess of the Excess Annual Tonnage Threshold in effect for the subject Contract Year.

“Extended Term” has the meaning given in Section 2.3(c).

“Extension Option” has the meaning given in Section 2.3(c).

“Facility” has the meaning ascribed in the recitals to this Agreement.

“Facility Site” means the real property, easements and rights of way on which the Facility is located as defined and depicted on Exhibit A to the Site Lease.

“Fiscal Year” means the fiscal year commencing on July 1 and ending on the immediately succeeding June 30.

“Forced Outage” has the meaning given in Section 10.1(a).

“GAAP” means generally accepted accounting principles in the United States in effect from time to time.

“Good Engineering Practice” means those practices, methods, techniques, specifications and standards of safety, maintenance, housekeeping, repair or replacement, as the same may change from time to time, as are commonly observed in the United States and commonly performed by competent, qualified operators performing management, operation, maintenance, repair or replacement services for waste-to-energy facilities, which in the exercise of reasonable judgment and in light of the facts known at the time the decision was made, are considered good, safe and prudent practice in connection with such services.

“Governmental Authority(ies)” means any federal, Virginia, regional, City, County, or local government, any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, board, agency, commission, administration, bureau or court having jurisdiction over, as applicable, (a) the Facility, (b) the Facility Site, (c) the transactions relative to the Facility, (d) the performance of the Work, (e) the obligations or the rights, or both, of the Parties under this Agreement, (f) leases or property rights relative to the Facility Site, or (g) the sale, purchase or other disposition of commodities consumed, produced or generated by the Facility.

“Guarantor” has the meaning given in Section 12.1(a)(ii).

“Guaranty” has the meaning given in Section 12.1(a)(ii).

“Hauler Rules and Regulations” has the meaning given in Section 3.3.

“Hazardous Waste” means waste which is harmful, toxic or dangerous or is now or hereafter defined as hazardous waste in either the Solid Waste Disposal Act, 42 U.S.C. 6901 et seq., or the regulations thereunder, or under other applicable statutes, or the regulations thereunder, or any other material that cannot be accepted for disposal pursuant to the Facility’s applicable permits.

“Holidays” means New Year’s Day and Christmas Day.

“Initial Term” has the meaning given in Section 2.3(a).

“Jurisdiction Fault” means the negligence or willful misconduct of the Jurisdictions, or any agent, officer, commissioner, employee, contractor, subcontractor of any tier or independent contractor of or to the Jurisdictions which (a) prevents or, individually or collectively, materially interferes with or materially delays the City or the County’s performance of its obligations; (b) deprives the Company of any of its rights; or (c) materially increases the Company’s costs of performing its obligations hereunder or materially reduces its revenues, in any case, under this Agreement.

“Jurisdictions” has the meaning ascribed to them in the opening paragraph of this Agreement.

“Jurisdictions Indemnified Parties” has the meaning given in Section 7.4.

“Landfill” means the landfill or landfills the Company may lease, own, operate, contract with or designate during the Term; provided that the Company’s landfill or other landfill(s) shall always be permitted in accordance with all Applicable Laws and shall be permitted to accept the particular Residue, Unacceptable Waste or Acceptable Waste, as applicable, delivered to it in accordance with all Applicable Laws.

“Lorton Agreement” means (a) the Memorandum of Understanding I-95 Resource Recovery, Land Reclamation and Recreation Complex dated July 22, 1981 by and between the County of Fairfax, Virginia, the District of Columbia and the Metropolitan Washington Waste Management Agency; (b) the Supplemental Agreement to the Memorandum of Understanding I-95 Resource Recovery, Land Reclamation and Recreation Complex, dated as of April 21, 1982 by and between the County of Fairfax, Virginia and the District of Columbia, and the City and the County; (c) the supplemental correspondence between the City and the County and the County of Fairfax, Virginia dated November 22, 1983; January 23, 1984; and March 27, 1984; and (d) any amendments, modifications or supplements thereto.

“Lorton Landfill” means the landfill site located in Lorton, Virginia, operated by Fairfax County, Virginia under the Lorton Agreement.

“Losses” has the meaning given in Section 7.4.

“Markup” means wherever such term is used, overhead and profit equal to ten percent (10%) of the Company’s actual internal direct labor costs (i.e., Company or Affiliate employee

wages or prorated salaries), including fringe benefits, directly attributable for the specific Work that is the subject of or basis for the Markup relative to the Change in Law. The term “Markup” includes no overhead and profit on any other service or obligation, equipment, tools, materials, supplies and Work other than that specifically recognized in the first sentence of this definition.

“**Maximum Change in Law Cost**” has the meaning given in Section 10.6(a).

“**Maximum Unamortized Capital Cost**” has the meaning given in Section 10.6(b).

“**MFN Agreement**” has the meaning given in Section 4.9(a).

“**MFN Tipping Fee**” has the meaning given in Section 4.9(a).

“**MFN Tons**” has the meaning given in Section 4.9(b).

“**Minimum Annual Tonnage**” means the Tons of Acceptable Waste during a Contract Year as set forth in Schedule 1, as the same may be modified or amended from time to time by the Jurisdictions pursuant to Section 2.2(b).

“**Minimum Monthly Tonnage**” means the Tons of Acceptable Waste during a Billing Month Year as set forth in Schedule 1, as the same may be modified or amended from time to time by the Jurisdictions pursuant to Section 2.2(b).

“**Monthly Disposal Fee**” has the meaning given in Section 4.3(a).

“**Monthly Report(s)**” means those monthly reporting requirements specified in Schedule 6.

“**Monthly Shortfall Fee**” has the meaning given in Section 4.6(a).

“**Monthly Shortfall Tonnage**” has the meaning given in Section 4.6(a).

“**Objection Notice**” has the meaning given in Section 4.5(f).

“**Operating Lease**” has the meaning ascribed in the recitals to this Agreement.

“**Operation Agreement**” has the meaning ascribed in the recitals to this Agreement.

“**Party**” or “**Parties**” has the meaning ascribed to such terms in the opening paragraph of this Agreement.

“**Permit(s)**” means all actions, reviews, approvals, leases, property rights, consents, waivers, exemptions, variances, franchises, orders, permits, authorizations, rights, licenses, filings, zoning changes or variances, and entitlements, of whatever kind and however described, which are required under Applicable Law or by any Governmental Authority to be obtained or maintained by the Company to operate the Facility or perform the Work.

“Person” means a municipality, locality, corporation, partnership, business trust, trust, joint venture, company, firm or individual.

“Potential Residue Disposal Credit” means the Residue Disposal Credit or Residue Disposal Rebate, as applicable, the Jurisdictions would have been entitled to receive from the Company had the Company continued to dispose of Residue at the Lorton Landfill; provided, however, at the time of determination, the Lorton Landfill must be available to accept the disposal of Residue generated at the Facility.

“Power Purchase Agreement” means the Power Purchase and Operating Agreement dated as of October 22, 1985, as amended, among Alexandria/Arlington Resource Recovery Corporation, the City, the Alexandria Sanitation Authority, the County, Arlington Solid Waste Authority and the Virginia Electric and Power Company.

“Process,” “Processed” or “Processing” means the combustion of Acceptable Waste through the Facility.

“Public Works Officials” mean the Persons who serve as the Director of the Department of Transportation and Environmental Services for the City and the Director of the Department of Environmental Services for the County.

“Receiving Time” means the period of operation of the Facility during which the Facility shall be open and available for the receipt and delivery of Acceptable Waste by or on behalf of the Jurisdictions which shall be open (a) Monday through Friday from 5:00 a.m. to 6 p.m. (Eastern Time), other than Holidays; (b) Saturday from 6:00 a.m. to noon (Eastern Time), other than Holidays; (c) on holidays (other than Holidays) from 6:00 a.m. to 3:00 p.m. (Eastern Time), (d) such other day(s) and time(s) in accordance with Section 3.1(c); and (e) during such other times that the Company and the Jurisdictions may mutually agree in writing.

“Renewal Term” has the meaning given in Section 2.3(b).

“Resident Area Rules and Regulations” has the meaning given in Section 3.6.

“Residue” means the material remaining after Acceptable Waste (including any Supplemental Waste) delivered by or on behalf of any Persons to the Facility is Processed, including fly ash, bottom ash, spent reagent and other materials which may or may not be recovered.

“Residue Change in Law” has the meaning given in Section 4.5(b).

“Residue Disposal Credit” has the meaning given in Section 4.4(a).

“Residue Disposal Rebate” has the meaning given in Section 4.4(b).

“Residue Unit Change in Law Cost” has the meaning given in Section 4.5(b).

“Site Lease” has the meaning ascribed in the recitals to this Agreement.

“Site Lease Term” means the term of the Site Lease.

“Solid Waste” shall have the meaning ascribed to such term pursuant to Applicable Law in the Commonwealth of Virginia.

“Term” means the Initial Term and, if applicable in accordance with Section 2.3, the Renewal Term and the Extended Term.

“Ton” means 2,000 pounds.

“Unacceptable Waste” means (a) Hazardous Waste and (b) the items set forth in Schedule 4 hereto.

“Unacceptable Waste Costs” has the meaning given in Section 5.1(b).

“Unamortized Capital Cost” has the meaning given in Section 4.10(c).

“Unit Change in Law Cost” has the meaning given in Section 4.5(a).

“Weighted Average Unit Change in Law Cost” means the sum of, for every Billing Month in which there is a Monthly Shortfall Tonnage during the pertinent Contract Year, the product of, for each such Billing Month, (a) the quotient resulting by dividing (i) the Monthly Shortfall Tonnage for such Billing Month, by (ii) the Aggregate Monthly Shortfall Tonnages during the pertinent Contract Year, multiplied by (b) the Unit Change in Law Cost for such Billing Month used in (a)(i) of this definition.

“Work” means all the obligations, duties, responsibilities, services and activities the Company is responsible for performing or causing to be performed pursuant to the requirements of this Agreement.

Section 1.2 Interpretation. In this Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “herein”, “hereunder”, and any similar terms as used in this Agreement refer to this Agreement, and the term “heretofore” shall mean before, and the term “hereafter” shall mean after the Execution Date.

(b) Words of masculine gender shall mean and include correlative words of feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

ARTICLE 2. General Provisions.

Section 2.1 Delivery of Acceptable Waste to the Facility.

(a) Delivery of Acceptable Waste; No Delivery Guarantee. Subject to this Section 2.1(a), during the Term, the Jurisdictions shall use all reasonable efforts to deliver, or cause to be delivered, to the Facility Acceptable Waste generated in the Jurisdictions which is collected, or caused to be collected, by the Jurisdictions. Subject to Section 4.6, nothing in this Agreement shall obligate the Jurisdictions to deliver any amount of Acceptable Waste in any Contract Year to the Facility and the failure of the Jurisdictions to deliver the Minimum Annual Tonnage in any Contract Year to the Facility shall not give rise to an Event of Default on the part of the Jurisdictions under this Agreement. Notwithstanding anything to the contrary in this Agreement, nothing shall limit the Jurisdictions' waste reduction, recycling programs or collection programs, or any one or more of the foregoing, which are in effect and as are modified or amended from time to time, subject to the Jurisdictions' payment (if any) of the Monthly Shortfall Fee as required by Section 4.6(a) and, if applicable, the Annual Shortfall Fee. The Jurisdictions shall not contract or subcontract, either directly or indirectly, with another Governmental Authority (other than arrangements or contracts (whether oral or written) with governmental agencies or units in effect as of the Execution Date) in order to meet their delivery obligations hereunder.

(b) Payment of Acceptance Fee. The Jurisdictions shall pay, or caused to be paid, the Acceptance Fee due to the Company by the Jurisdictions at such times and in such amounts as specified in Articles 4 and 6 as calculated with respect to the Jurisdictions, taking into account, in each case, any set-offs, credits or other deductions or adjustments recognized in Article 4 or other provisions of this Agreement. The payment obligations of the City and the County under this Agreement shall be joint and several.

(c) Delivery Vehicles. Except for resident deliveries pursuant to Section 3.6, Acceptable Waste shall be delivered by or on behalf of the Jurisdictions, at their expense, to the Facility in accordance with this Agreement and Exhibit C hereto, and shall comply with the Company's reasonable identification procedures pursuant to Section 3.4 and Applicable Law.

Section 2.2 Minimum Monthly and Annual Tonnage Amounts; Adjustments.

(a) Initial Minimum and Excess Annual Tonnage Threshold and Minimum Monthly Tonnage and Excess Monthly Tonnage. The initial Minimum Annual Tonnage shall be 50,000 Tons per Contract Year and the initial Excess Annual Tonnage Threshold shall be 70,000 Tons per Contract Year as shown in Schedule 1. The initial Minimum Monthly Tonnage and Excess Monthly Tonnage for the Jurisdictions are shown on Schedule 1. The Jurisdictions may, from time to time in their sole discretion, amend the Minimum Annual Tonnage, the Excess Annual Tonnage Threshold, the Excess Monthly Tonnage, and the Minimum Monthly Tonnage in accordance with Section 2.2(b).

(b) Adjustment to Tonnage Amounts. Prior to the Effective Date and during each Contract Year thereafter during the Initial Term and, if applicable, the Renewal Term, the

Jurisdictions shall have the right, in their sole discretion, to amend Schedule 1 to increase or decrease the Minimum Annual Tonnage or the Excess Annual Tonnage Threshold, or both, by no more than 5,000 Tons each Contract Year by delivering written notice to the Company at least ninety (90) days prior to the Effective Date or the first day of the pertinent Contract Year, as applicable, in which the adjustment is to be effective. If there is an amendment in either the Minimum Annual Tonnage or the Excess Annual Tonnage Threshold, or both, the difference between such amounts shall always be 20,000 Tons. If there is an increase or decrease in the Minimum Annual Tonnage or the Excess Annual Tonnage Threshold, the Minimum Monthly Tonnage amount and Excess Monthly Tonnage shall be adjusted proportionally based on the percentage increase or decrease, as the case may be, in the Minimum Annual Tonnage or Excess Annual Tonnage Threshold, and the aggregate of (x) the twelve (12) Minimum Monthly Tonnages for the Contract Year shall equal the Minimum Annual Tonnage for the pertinent Contract Year and (y) the twelve (12) Excess Monthly Tonnage amounts for the Contract Year shall equal the Excess Annual Tonnage Threshold for the pertinent Contract Year.

(c) Excess Annual Tonnage Threshold during Extended Term. If the Extension Option is exercised in accordance with Section 2.3(c), then the Excess Annual Tonnage Threshold beginning on October 1, 2025 and for each Contract Year thereafter until June 30, 2030 (as prorated for the partial Contract Year beginning on October 1, 2025 and ending on June 30, 2026), shall be the average of the aggregate Tons of Acceptable Waste delivered or caused to be delivered to the Facility and all Alternate Facility(ies) by or on behalf of the Jurisdictions plus all Diverted Waste during the immediately preceding two (2) full Contract Years; provided, however, in no event shall the Excess Annual Tonnage Threshold be less than 65,000 Tons nor greater than 80,000 Tons in any Contract Year during the Extended Term. The calculation of the Excess Annual Tonnage Threshold in the first sentence of this Section 2.2(c) shall be recalculated and adjusted on July 1, 2030 and July 1, 2035, to be effective for each Contract Year from July 1, 2030 until July 1, 2035, and from July 1, 2035 until expiration of the Extended Term, respectively, based on the average of the aggregate Tons of Acceptable Waste delivered or caused to be delivered to the Facility and all Alternate Facility(ies) by or on behalf of the Jurisdictions plus all Diverted Waste during the immediately preceding two (2) Contract Years prior to each of July 1, 2030 and July 1, 2035, respectively; provided, however, in no event shall the Excess Annual Tonnage Threshold be less than 65,000 Tons nor greater than 80,000 Tons in any Contract Year during the Extended Term.

Section 2.3 Term.

(a) Initial Term. This Agreement shall begin on the Effective Date and, unless sooner terminated in accordance with the terms of this Agreement, shall expire on June 30, 2019 (the “Initial Term”).

(b) Renewal Term. Unless any Party delivers written notice to the other Parties after June 30, 2018 but before December 31, 2018 that it does not want the Term to be extended, this Agreement shall automatically extend for an additional period beginning July 1, 2019 and expiring on September 30, 2025 (the “Renewal Term”); provided, however, no Party shall have the option to elect out of the Renewal Term pursuant to this Section 2.3(b) if the

Jurisdictions exercise their Extension Option before a Party has opted out of the Renewal Term during the Initial Term in accordance with Section 2.3(c).

(c) Extended Term. Notwithstanding any other provision of this Agreement, at any time prior to December 31, 2024, the Jurisdictions may, in their sole discretion, jointly elect to extend this Agreement to December 31, 2038 by delivering written notice to the Company (the “Extension Option”). If the Jurisdictions exercise the Extension Option during the Initial Term, this Agreement shall automatically be extended for the Renewal Term and, unless otherwise terminated in accordance with this Agreement, continue in effect beginning on October 1, 2025 and continuing until December 31, 2038 (the “Extended Term”) on the terms and conditions for such periods as provided for herein.

Section 2.4 Residue Disposal; Lorton Landfill. The Company shall be solely responsible for (a) all costs and expenses of the hauling, loading, transporting and disposal of Residue, regardless of place of disposal, and (b) the sale or other disposition of materials recovered from Residue. To the extent the Jurisdictions are entitled to permit the Company’s disposal of Residue at the Lorton Landfill, beginning on the Effective Date and continuing until the earlier of (i) the expiration or earlier termination of this Agreement, or (ii) the expiration or earlier termination of the Lorton Agreement, the Company shall be permitted to dispose Residue at the Lorton Landfill pursuant to the terms of the Lorton Agreement, and the Jurisdictions shall take any actions reasonably requested by the Company to allow the Company to dispose of Residue at the Lorton Landfill. Notwithstanding the foregoing sentence, the Jurisdictions are under no obligation to pay any money, incur any obligation, commence any legal proceeding, vote in any manner, or offer or grant any accommodation (financial or otherwise) in connection with such assurances to take such actions reasonably requested by the Company to dispose of Residue at the Lorton Landfill. The Company hereby assumes all liabilities of the Jurisdictions under the Lorton Agreement relating to the fees for disposal of Residue at the Lorton Landfill and shall pay all disposal fees in such amounts and at such time or times in accordance with the Lorton Agreement and any amounts which the Company is obligated to pay because the Company has breached Applicable Law. The Company shall comply with all terms and provisions of the Lorton Agreement, including but not limited to, all rules and regulations announced by the manager or operator of the Lorton Landfill. The Company shall not be obligated to deliver Residue to the Lorton Landfill and may elect to deliver Residue to any properly permitted landfill or arrange for beneficial re-use of such Residue in full compliance with all Applicable Law. The unavailability or closure of the Lorton Landfill for disposal of Residue from the Facility shall not, in any way, constitute an Event of Default or Event of Force Majeure under this Agreement.

ARTICLE 3 Delivery and Processing of Acceptable Waste; Rejection Rights; Residue Disposal; Weighing and Related Matters; Emergency and Other Deliveries.

Section 3.1 Acceptance of Solid Waste by the Company at the Facility; Receiving Time.

(a) Throughout the Term, the Company shall accept and Process Acceptable Waste at the Facility delivered by or on behalf of the Jurisdictions in accordance with the terms of this Agreement.

(b) The Company shall keep the Facility open for receiving Acceptable Waste delivered by or on behalf of the Jurisdictions during the Receiving Time.

(c) Due to a natural disaster or other emergency condition, any Jurisdiction may request the Company to accept and dispose of more Acceptable Waste than the Company is obligated to accept under Sections 3.2(a) at hours other than the Receiving Time. The Company shall use reasonable efforts to accommodate such requests; however, the Company's determination of its ability to do so shall be final. Additional charges for deliveries under this Section 3.1(c) outside of the Receiving Time shall be set forth in a schedule prepared by the Company and delivered to the Jurisdictions in accordance with this Section 3.1(c). These charges shall be paid by the Jurisdiction that requests the additional hours. At least thirty (30) days prior to the Effective Date, the Company shall give the Jurisdictions a schedule of charges for deliveries of Acceptable Waste outside of the Receiving Time pursuant to this Section 3.1(c). On or before September 30 of each Contract Year, the Company shall provide each Jurisdiction with the proposed schedule of charges for such deliveries for the following Contract Year; the Company may revise the proposed schedule of charges until the March 1 preceding the Contract Year for which the charges are effective. The charges shall be equal to 110% of the Company's estimate of its reasonable Direct Costs (excluding Markup) for labor, maintenance and other operating costs attributable to out-of-hours deliveries. The Company shall furnish the Jurisdictions on request information justifying such charges. Any amounts payable by the Jurisdictions for deliveries outside of the Receiving Time may be included in the monthly invoice delivered to the Jurisdictions under Section 6.1 or separately invoiced to the Jurisdiction(s) requesting such additional hours from time to time, as the Company may elect. If the Company elects to send a separate invoice to the Jurisdiction requesting such additional hours, then such invoice shall be payable to the Company no earlier than sixty (60) days following receipt by such Jurisdiction.

Section 3.2 Rejection of Deliveries; Diverted Waste.

(a) Except as expressly provided in this Agreement, the Company may reject at the Facility tenders delivered by or on behalf of the Jurisdictions of the following:

(i) Acceptable Waste which the Facility is prevented from accepting that is directly the result of (A) an Event of Force Majeure, or (B) Jurisdiction Fault;

(ii) Acceptable Waste that is not delivered in accordance with Sections 3.3 and 3.4 of this Agreement;

(iii) subject to Section 3.1(c), Acceptable Waste that is delivered other than during Receiving Time; or

(iv) Acceptable Waste in excess of 150% of the applicable Excess Monthly Tonnage set forth on Schedule 1 (which may be amended by the Jurisdictions under Section 2.2(b)), which the Company is unable, using its best efforts, to accept and Process at the Facility.

(b) If the Company is unable to receive tenders of Acceptable Waste at the Facility as a result of Sections 3.2(a), the Company shall immediately notify the Public Works Officials by telephone, and notify the Jurisdictions promptly in writing. Acceptable Waste tendered by the Jurisdictions that the Company does not accept, except as provided for in Sections 3.2(a)(i), (ii) or (iii), shall constitute Diverted Waste for all purposes of this Agreement. If, in any Billing Month, the Company refuses or is unable to accept Acceptable Waste delivered by or on behalf of the Jurisdictions in accordance with this Agreement for any reason whatsoever other than Jurisdiction Fault, the number of Tons which the Company refuses or is unable to accept shall be credited to the Minimum Annual Tonnage for such Contract Year. In no event, including, but not limited to, during an Event of Force Majeure or Forced Outage, shall the Company have the right to reject deliveries of Acceptable Waste by or on behalf of the Jurisdictions in favor of Acceptable Waste delivered by any other Person (other than the Jurisdictions).

Section 3.3 Delivery Procedures. The delivery of Solid Waste to the Facility shall be regulated by the hauler rules and regulations set forth on Exhibit C-1 hereto and which are applicable to all customers utilizing the Facility (the “Hauler Rules and Regulations”). Subject to the Jurisdictions’ prior written approval, which shall not be unreasonably withheld, the Company may amend the Hauler Rules and Regulations from time to time by delivering written notice to the Jurisdictions not less than sixty (60) days prior to the effectiveness of such amendment; provided, however, any amendment to the Hauler Rules and Regulations which is not applicable to all customers utilizing the Facility shall not be applicable to or enforceable against the Jurisdictions or its designated haulers. The Hauler Rules and Regulations shall have reasonable terms and conditions consistent with the then-current operation of the Facility as of the Execution Date. The Parties agree that in the event of a conflict between the terms of this Agreement and the Hauler Rules and Regulations, this Agreement controls.

Section 3.4 Vehicle Identification. The current vehicle identification procedures for vehicles delivering Solid Waste to the Facility are set forth on Exhibit C-2 hereto. Subject to the Jurisdictions’ prior written approval, which shall not be unreasonably withheld, the Company may provide for a reasonable system for the identification of delivery vehicles delivering Solid Waste by or on behalf of the Jurisdictions to the Facility. The Company shall be under no obligation to accept Acceptable Waste from Persons or vehicles not complying with such reasonable identification system or reasonable delivery procedures established by the Company and as approved by the Jurisdictions. No rules, regulations or identification procedures shall be

applicable to or enforceable against the Jurisdictions or their designated haulers unless approved in writing by the Jurisdictions, which approval shall not be unreasonably withheld, and the Company shall not deny or otherwise impede the delivery of Acceptable Waste by or on behalf of the Jurisdictions to the Facility for Processing.

Section 3.5 Weighing; Company Delivery of Data and Information.

(a) Weighing. The Company shall operate and maintain, at its sole cost and expense, the scale house and scales at the Facility for the purpose of facilitating the determination of the total Tons of Acceptable Waste delivered to the Facility by or on behalf of each Jurisdiction and each other party delivering Acceptable Waste for Processing by the Company (whether or not the Company accepts the waste so delivered), and the Tons of Diverted Waste, Residue and Unacceptable Waste (by individual type and category) which leave the Facility. The weight record shall contain gross weight, tare weight, date and time and vehicle identification in accordance with Section 3.4. The Company shall give each vehicle operator delivering Solid Waste by or on behalf of the City or the County, or both, written confirmation in the form of a scale receipt of such information at the time the vehicle is weighed. The Company or any Jurisdiction, or both, may require from time to time the revalidation of the tare weight of any Jurisdiction or hauler vehicle or the reweighing of such unloaded vehicles or container.

(b) Company Delivery of Data and Information. The Company shall provide the Jurisdictions relative to the scale house and scales the following data and information no later than the tenth (10th) Day of each Billing Month: (i) the total quantity of Acceptable Waste (in Tons) delivered to the Facility by or on behalf of the City during the preceding Billing Month; (ii) the total quantity of Acceptable Waste delivered to the Facility by or on behalf of the County during the preceding Billing Month; (iii) the total quantity of Acceptable Waste (in Tons) disposed by residents of the City at the Facility during the preceding Billing Month in accordance with Section 3.6; (iv) the total quantity of all Residue delivered by or on behalf of the Company to the Lorton Landfill during the preceding Billing Month (both scale records from the Lorton Landfill and from the Facility); (v) the total quantity of Diverted Waste (by individual Jurisdiction) rejected during the Billing Month which was weighed at the Facility; (vi) the total quantity of Unacceptable Waste (by individual type and category) delivered by or on behalf of the City stored or disposed of by the Company during the preceding Billing Month; and (vii) the total quantity of Unacceptable Waste (by individual type and category) delivered by or on behalf of the County stored or disposed of by the Company during the preceding Billing Month.

Section 3.6 Resident Receiving Area. The Facility shall have a resident refuse disposal area located on the Facility Site consisting of one or more roll-off containers for delivery of residential Acceptable Waste by individuals who are residents of the City (other than a commercial hauler acting in his or her capacity as a commercial hauler). The Company may refuse to accept (i) Unacceptable Waste at the resident disposal area delivered by any City resident, and (ii) Acceptable Waste in amounts exceeding 500 pounds per week per City resident. All Acceptable Waste accepted at the residents' disposal area shall be for the credit for the Minimum Annual Tonnage and the tonnage shall be included in the calculation of the Monthly Disposal Fee for each Billing Month in Section 4.3(a), and the City shall pay the Monthly Disposal Fee therefor. The Company shall not charge a resident any cost or fee for disposal or

Processing of waste delivered to the resident receiving area. No minimum vehicle size or capacity restrictions will be applicable to the residents' disposal area. The Company has adopted reasonable rules and regulations to govern the City residents' receiving area, including the hours during which this area shall be open, which are attached as Exhibit C-3 hereto (the "Resident Area Rules and Regulations"). Subject to the City's prior written approval, which shall not be unreasonably withheld, the Company may amend the Resident Area Rules and Regulations from time to time. The City shall cooperate with the Company in establishing and implementing such reasonable rules and regulations as the Company shall propose. The Company shall request and review the driver's license or other reasonable identification to verify that each resident delivering waste to the resident receiving area is a resident of the City.

ARTICLE 4 Acceptance Fee and Other Fees and Rebates.

Section 4.1 General. Subject to the limitations contained in this Agreement, commencing with the first Billing Month and for each Billing Month thereafter, the Company shall be paid an Acceptance Fee by the Jurisdictions in accordance with Section 4.2.

Section 4.2 Acceptance Fee Formula. The monthly payment (the "Acceptance Fee") shall be calculated for the Jurisdictions as follows:

$$AF = MDF - RDC +/- CLC + MSF$$

Where: AF = Acceptance Fee

MDF = Monthly Disposal Fee (Section 4.3)

RDC = Residue Disposal Credit (Section 4.4)

CLC = Change in Law Charge (Section 4.5(c)) *minus*
Change in Law Credit (Section 4.5(d))

MSF = Monthly Shortfall Fee (Section 4.6(a))

Section 4.3 Monthly Disposal Fee.

(a) Except as provided in Section 4.3(b), the monthly disposal fee for a Billing Month (the "Monthly Disposal Fee") shall be an amount equal to the product of (i) the sum of the number of Tons of Acceptable Waste delivered by or on behalf of the Jurisdictions (A) to the Facility and accepted and Processed by the Company; (B) in the case of a Forced Outage, to and disposed at the Alternate Facility(ies) in accordance with Section 10.1(a); and (C) in the case of an Event of Force Majeure, to and accepted (whether or not Processed) at the Facility and disposed of by or on behalf of the Company at an alternative disposal facility during such Billing Month; multiplied by (ii) the Base Tipping Fee.

(b) If the Jurisdictions exercise the Extension Option in accordance with Section 2.3(c), then the Base Tipping Fee for each Ton of Acceptable Waste (i) delivered by or

on behalf of the Jurisdictions in the Billing Month following the Billing Month in which the date of the notice of Extension Option was delivered to the Company and continuing through the last Billing Month of the Renewal Term, shall be equal to the Base Tipping Fee in effect for the Contract Year in which the Extension Option notice is delivered, without further escalation or adjustment through September 30, 2025, and (ii) commencing on October 1, 2025 and continuing each Billing Month through expiration of the Extended Term, shall be zero dollars (\$0) per Ton, without further escalation or adjustment.

Section 4.4 Lorton Landfill Residue Disposal Credit/Rebate.

(a) If, during any Billing Month during the Initial Term and, if applicable, the Renewal Term, the Company disposes of any amount of Residue from the Facility at the Lorton Landfill, then the Company shall, as a credit offset to the Acceptance Fee payable by the Jurisdictions (the “Residue Disposal Credit”) equal to the product of (i) the number of Tons of Residue disposed at the Lorton Landfill for the Billing Month (based on scale records from the Lorton Landfill), multiplied by (ii) the positive difference, if any, between (A) 50% of the Base Tipping Fee then in effect; and (B) the per Ton gate fee charged the Company at the Lorton Landfill for disposal of Residue generated at the Facility; provided, that in no event shall the per Ton credit or rebate exceed (x) \$5.50 per Ton of Residue (unescalated) during the Initial Term, and (y) \$9.50 per Ton of Residue (unescalated) during the Renewal Term. For avoidance of doubt, the Residue Disposal Credit shall never be a negative number.

(b) If, during any Billing Month during the Initial Term and, if applicable, the Renewal Term, the Residue Disposal Credit is greater than the Acceptance Fee for the particular Billing Month, then the Company shall pay the Jurisdictions the amount (the “Residue Disposal Rebate”) by which (i) the Residue Disposal Credit exceeds (ii) the Acceptance Fee, within sixty (60) days following the end of the Billing Month to an account designated in writing by the Jurisdictions.

(c) If, during any Billing Month, the Company does not dispose of any amount of Residue from the Facility at the Lorton Landfill, the Jurisdictions shall not receive any Residue Disposal Credit and the Company shall not have any obligation to pay any rebate for disposal of Residue at the Lorton Landfill to the Jurisdictions for such Billing Month in accordance with Section 4.4(a) or (b).

Section 4.5 Change in Law Charge/Credit. The following shall be an adjustment to the Acceptance Fee during the Initial Term and, if applicable, the Renewal Term (but in no event during the Extended Term), calculated as follows:

(a) **Increased Change in Law Costs (Other than Residue Change in Law Costs).** If, during the Initial Term and, if applicable, the Renewal Term (but in no event during the Extended Term), an Event of Force Majeure that has occurred is a Change in Law, and such Change in Law directly results in (x) an increase in the Company’s Direct Costs of operating and maintaining the Facility (including, if so impacted, the transport of Residue, which is calculated in Section 4.5(a)(i), and the disposal of Residue resulting from a Residue Change in Law, which is calculated in Section 4.5(b)), or (y) increased capital costs to the Company for repair,

replacement or addition to the Facility, by more than Five Thousand Dollars (\$5,000), as adjusted by the Adjustment Factor each Contract Year, then the per Ton cost for such Change in Law (each, a “Unit Change in Law Cost”), shall be the sum of:

(i) The quotient resulting from dividing (A) the total increased Direct Costs, subject to Cost Substantiation, of the Company in operating and maintaining the Facility directly resulting from the Change in Law (including the transport of Residue, but excluding the disposal of Residue, which shall be calculated pursuant to Section 4.5(b) and not this Section 4.5(a)(i)), as determined on a Contract Year basis, through the end of the earlier to occur of (x) the repeal or change in the monetary impact of such Change in Law or (y) the end of the Term, by (B) the Annual Facility Capacity for such Contract Year (or pro rata portion of the Annual Facility Capacity for any partial Contract Year); and

(ii) The quotient resulting from dividing (A) the Annual Capital Cost for such Contract Year (or pro rata portion for any partial Contract Year), by (B) the Annual Facility Capacity (or pro rata portion for any partial Contract Year); and

(iii) With respect to a Residue Change in Law (as defined in Section 4.5(b)), the Residue Unit Change in Law Cost, if any, calculated pursuant to Section 4.5(b).

(b) **Increased Residue Change in Law Costs.** If, during the Initial Term and, if applicable, the Renewal Term (but in no event during the Extended Term), an Event of Force Majeure that has occurred is a Change in Law in federal or Virginia law affecting all Landfills in Virginia (“Residue Change in Law”), and such Residue Change in Law directly results in an increase in the Company’s Direct Costs of disposing of Residue from the Facility, then the aggregate cost for such Residue Change in Law (the “Aggregate Residue Change in Law Cost”), shall be the amount by which the (i) the total increased Direct Costs, subject to Cost Substantiation, of the Company in disposing of Residue from the Facility, as determined on a Contract Year basis, through the end of the earlier to occur of (x) the repeal or change in the monetary impact of such Residue Change in Law or (y) the end of the Term, exceeds (ii) the greater of (A) the Residue Disposal Credit, (B) the Residue Disposal Rebate, or (C) the Potential Residue Disposal Credit. If the Aggregate Residue Change in Law Cost is greater than zero (\$0), then the per Ton cost for such Residue Change in Law (each, a “Residue Unit Change in Law Cost”), shall be the quotient resulting from dividing (A) the Aggregate Residue Change in Law Cost, by (B) the Annual Facility Capacity (or pro rata portion of the Annual Facility Capacity for any partial Contract Year). If the Aggregate Residue Change in Law Cost is zero (\$0) or a negative amount, there shall be no Change in Law adjustment under Section 4.5(a).

(c) **Change in Law Charge.** Subject to Sections 4.5 and 10.6(a), the Jurisdictions shall pay to the Company in each Billing Month, as part of the Acceptance Fee, an amount (the “Change in Law Charge”) that is equal to the product of (i) the sum of the Unit Change in Law Cost(s) for the pertinent Billing Month, multiplied by (ii) the number of Tons of Acceptable Waste delivered by or on behalf of the Jurisdictions and accepted at the Facility or at an Alternate Facility in such Billing Month.

(d) **Change in Law Credit.** Notwithstanding anything herein to the contrary, if the Event of Force Majeure that has occurred is a Change in Law, and such Change in Law results in a decrease in the Company's Direct Costs with respect to the Work relative to the Facility, then the Company shall pay the Jurisdictions (a "Change in Law Credit") as a credit to the Acceptance Fee an amount equal to the product of (1) the quotient resulting by dividing (A) the total decreased Direct Costs of the Company (without including Markup) relative to the Facility through the earlier to occur of (i) the repeal or change in the monetary impact of such Change in Law or (ii) the end of the Term, by (B) the Annual Facility Capacity, multiplied by (2) the number of Tons of Acceptable Waste for such period delivered or attempted to be delivered by or on behalf of the Jurisdictions to the Facility. The Company shall fully cooperate with each Jurisdiction to fulfill the intent of this Section 4.5(d) and shall promptly deliver or make available at the Facility (for review) to the Jurisdictions and its representatives all such information and documents reasonably requested by them to ensure compliance with this Section 4.5(d).

(e) Except as provided in Section 4.10, in no event shall the Jurisdictions have any liability for the Company's increased costs relative to the Work as a consequence of the impact of a Change in Law after the end of the Term or upon termination of this Agreement. With respect to the cost of capital to purchase, fabricate and install any capital alteration or capital project implemented or to be implemented pursuant to this Section 4.5, the Company, with the reasonable cooperation of the Jurisdictions, shall exercise all reasonable efforts to maximize the reduction of such operation, maintenance or capital costs of the capital alteration or capital project to the Facility. Notwithstanding any provision to the contrary, in no event shall the Jurisdictions be liable for the Company's decreased revenues resulting from or arising out of or relating in any way to an Event of Force Majeure.

(f) **Cure of Impact Due to a Change in Law.** If a Change in Law occurs or is reasonably expected to occur that would result in an adjustment to the Acceptance Fee to the Jurisdictions, the Company shall deliver written notice to each Jurisdiction of such adjustment (a "Company Change in Law Notice"). The Company Change in Law Notice shall include a statement signed by the Company accompanied by full and complete documentation presented for review by each Jurisdiction, including the following items: (A) discussion of pre-existing conditions and costs directly impacted by the noticed Change in Law; (B) the alleged changed conditions and costs the Company asserts will result or is resulting from the noticed Change in Law; (C) fully documented Cost Substantiation and cost analyses and detailed cost records relative from the impact of the Change in Law or, if such Change in Law has yet to occur, estimated cost analyses and bids, if obtained by the Company, relative to the costs reasonably expected to occur upon or following the occurrence of the anticipated Change in Law; (D) the Unit Change in Law Cost associated with the Cure of the Change in Law in accordance with Sections 4.5(a), (b), (c) or (d) to the extent known or estimated at the time plus the aggregate Unit Change in Law Costs for all prior Change(s) in Law, if any; (E) with respect to a Change in Law requiring a capital alteration or the addition of a capital project to the Facility, the useful life (asset depreciable range period) of the capital improvements and a calculation of the amortization of the Cure costs of the Change in Law in accordance with Section 4.5(a)(ii) or (c); and (F) such other information as may be reasonably requested relative to the impact of the Change in Law by any Jurisdiction for evaluation of the adjustment. The Company shall make available to each Jurisdiction and their respective advisors and accountants (subject to the

execution of the Confidentiality Agreement by such advisors or accountants) all records and work product used in preparing the Company Change in Law Notice. In the event the Jurisdictions dispute any aspect of the Change in Law Notice, the Jurisdictions shall have the right, within ninety (90) days after its receipt of the Change in Law Notice, to deliver written notice (an “Objection Notice”) to the Company setting forth in reasonable detail the Jurisdictions’ basis for such dispute and its determination of such adjustment, if any, including its calculation thereof and the basis for such calculations. If the Jurisdictions do not deliver an Objection Notice to the Company within ninety (90) days after the Jurisdictions’ receipt of the Company Change in Law Notice, then the Parties hereto will be deemed to have agreed to the adjustment set forth in the Company Change in Law Notice and such adjustment shall be paid by the Jurisdictions in accordance with Sections 4.5(a) and (b). In the event the Jurisdictions deliver an Objection Notice to the Company within the 90-day objection period, the Company and the Jurisdictions each shall use their diligent good faith efforts to resolve such dispute within thirty (30) days after delivery of the Objection Notice.

(g) Any resolution of the monetary impact of the Change in Law on the Company’s Work shall, relative to increased costs, be based on the Company’s Direct Costs, subject to Cost Substantiation, but exclusive of any other markup, profit or overhead, from and after the date of the Company’s written notice to each Jurisdiction that a Change in Law has occurred. Nothing in this Section 4.5 shall restrict the Company from commencing or performing any Cure Work; provided, however, the Company shall be responsible for all costs and fees associated with all Cure Work and the Jurisdictions’ pro rata portion of such Cure Work, if obligated under this Section 4.5, shall not be designated as an adjustment to the Acceptance Fee until such time as the matter is resolved pursuant to this Section 4.5.

Section 4.6 Shortfall Fee; Rebate.

(a) Monthly Shortfall Payment. If, in any Billing Month of a Contract Year during the Initial Term and the Renewal Term, if applicable (but in no event during the Extended Term), the Jurisdictions together do not deliver, or caused to be delivered, Acceptable Waste in an aggregate amount of at least eighty percent (80%) of the Minimum Monthly Tonnage set forth in Schedule 1 in effect for such Billing Month, then the Jurisdictions shall pay the Company a shortfall fee (the “Monthly Shortfall Fee”) equal to the greater of (A) zero (0); and (B) the product of (i) the difference between (A) the Minimum Monthly Tonnage in effect for such Billing Month, and (B) for such Billing Month the sum of (1) the Tons of Acceptable Waste delivered by or on behalf of the Jurisdictions to the Facility and accepted by the Company; (2) the Tons of Acceptable Waste delivered by or on behalf of the Jurisdictions to any Alternate Facility(ies); (3) the Tons which are not delivered to or accepted at the Facility or an Alternate Facility and which are described in Section 10.1; and (4) the Tons of Diverted Waste in accordance with Sections 3.2(b) and 9.1 (such amount, the “Monthly Shortfall Tonnage”); multiplied by (ii) the sum of (x) the Base Tipping Fee and (y) the Unit Change in Law Cost, each in effect for such pertinent Billing Month.

(b) Calculation of Annual Shortfall Tonnage and Annual Shortfall Payment.

(i) For any Contract Year, the annual amount of shortfall tonnage (the “Annual Shortfall Tonnage”), shall be equal to the positive difference, if any, between (A) the Minimum Annual Tonnage in effect for such pertinent Contract Year and (B) the sum of (1) the Tons of Acceptable Waste delivered or caused to be delivered by or on behalf of the Jurisdictions to the Facility; (2) the Tons of Acceptable Waste delivered or caused to be delivered by or on behalf of the Jurisdictions to any Alternate Facility(ies); (3) the Tons which are not delivered to or accepted at the Facility or an Alternate Facility and which are described in Section 10.1; and (4) the Tons of Diverted Waste in accordance with Sections 3.2(b) and 9.1 for such pertinent Contract Year. For clarity, the Annual Shortfall Tonnage shall always be greater than or equal to zero. Payment of the Annual Shortfall Calculation (as paid through payment of the Monthly Shortfall Fee during the Contract Year, and as reconciled following the end of the Contract Year) by the Jurisdictions to the Company shall be the Company’s sole remedy for failure of the Jurisdictions to deliver, or caused to be delivered, the Minimum Annual Tonnage for such Contract Year.

(ii) For any Contract Year, the annual shortfall amount (the “Annual Shortfall Calculation”), if any, shall equal the product of (A) the Annual Shortfall Tonnage, multiplied by (B) the sum of the Base Tipping Fee and the Weighted Average Unit Change in Law Cost calculated for such pertinent Contract Year.

(c) Annual Reconciliation; Payment of Annual Shortfall Rebate or Annual Shortfall Fee.

(i) If, in any Contract Year, the sum of the Monthly Shortfall Fees is greater than the Annual Shortfall Calculation, then the Company shall refund and pay to the Jurisdictions an amount (the “Annual Shortfall Rebate”) equal to the difference between the sum of the Monthly Shortfall Fees and the Annual Shortfall Calculation.

(ii) If, in any Contract Year, the sum of the Monthly Shortfall Fees is less than or equal to the Annual Shortfall Calculation, then the Jurisdictions shall pay the Company an amount (the “Annual Shortfall Fee”) equal to the difference between the Annual Shortfall Calculation and the sum of the Monthly Shortfall Fees.

(iii) The Company shall make payment of the Annual Shortfall Rebate to the Jurisdictions, or the Jurisdictions shall make payment of the Annual Shortfall Fee to the Company, as applicable, within sixty (60) days following the end of the Contract Year.

(iv) The calculations pursuant to Sections 4.6(b) and (c) shall be calculated in a manner consistent with the examples set forth on Schedule 8.

Section 4.7 Excess Tonnage Fee. If, in any Contract Year, the Jurisdictions deliver or caused to be delivered, in the aggregate, Tons of Acceptable Waste that are accepted at the Facility or accepted at the Alternate Facility(ies) in excess of the Excess Annual Tonnage Threshold set forth in Schedule 1 in effect for such Contract Year, then the Jurisdictions shall pay the Company an excess tonnage fee (the “Excess Tonnage Fee”) equal to the product of (a) the difference between (i) the actual aggregate Tons of Acceptable Waste delivered by or on behalf of the Jurisdictions that are accepted by the Company at the Facility or accepted at the Alternate Facility(ies), and (ii) the Excess Annual Tonnage Threshold in effect for such Contract Year; multiplied by (b) the Excess Tonnage Tip Fee in effect for such Contract Year. The Excess Tonnage Fee shall be paid by the Jurisdictions within sixty (60) days following the Jurisdictions’ receipt of an invoice from the Company certifying the aggregate number of Tons of Acceptable Waste delivered by or on behalf of the Jurisdictions during the Contract Year and properly calculating such Excess Tonnage Fee.

Section 4.8 Discriminatory Tax. If the Company actually incurs and pays a Discriminatory Tax to the Jurisdictions, then the Jurisdictions shall reimburse, within sixty (60) days of receipt of an invoice from the Company therefor and attaching sufficient documentation (e.g., check stub, wire receipt, etc.) reflecting payment to the City or the County, or both, for the amount of the Discriminatory Tax actually paid by the Company to the Jurisdictions. For purposes of this Section 4.8, the term “Discriminatory Tax” shall mean a tax or fee imposed on the Company by the Jurisdictions solely because of the Company’s ownership or operation, or both, of an energy-from-waste, or waste disposal or waste Processing facility, or its generation or hauling of Residue.

Section 4.9 Most Favored Nation.

(a) During the Initial Term and, if applicable, the Renewal Term, but in no event during the Extended Term, if (i) the Company or any of its Affiliates enters into one or more agreement(s) (whether oral or written) for disposal of Solid Waste at the Facility with any governmental agency or unit (other than the Jurisdictions); (ii) such agreement(s) has a term greater than twelve (12) months (consecutive or non-consecutive) (including any options or extensions), calculated for the Term in effect (a “MFN Agreement”); and (iii) such MFN Agreement provides for an all-in tipping fee (the “MFN Tipping Fee”), is lower than the Base Tipping Fee for the same period hereunder (after including for the Residue Disposal Credit and Change in Law Charge, if any, calculated on a per Ton basis) (the “Jurisdiction Tipping Fee”), then the Company shall, in each Contract Year, refund to the Jurisdictions an amount (the “MFN Refund”) equal to the product of:

(A) the difference between (x) the Jurisdiction Tipping Fee during Contract Year in which such MFN Tipping Fee is in effect and (y) the MFN Tipping Fee during such Contract Year; multiplied by

(B) the lesser of (x) the aggregate number of MFN Tons delivered pursuant to the MFN Agreement during the Contract Year and (y) the aggregate number of Tons delivered by or on behalf of the Jurisdictions or attempted to be

delivered but which were wrongfully rejected by the Company during such Contract Year.

(b) The term “MFN Tons” for purposes of this Section 4.9 shall mean the aggregate Tons delivered under an MFN Agreement to the Facility on the date after which the term of the agreement(s) with the Company exceed three hundred sixty five (365) days; provided, however, no rebate or credit shall be due with respect to Tons delivered prior to that date. In the event there are more than one governmental agency or unit with a MFN Tipping Fee lower than the Jurisdiction Tipping Fee for the same period hereunder in any Contract Year, then the calculations pursuant to Section 4.9(a) shall be based initially on the governmental agency or unit with the lowest MFN Tipping Fee and, once such tonnage for such governmental agency or unit is exhausted for the calculations hereunder, increase to the next lowest (penultimate) MFN Tipping Fee for such other government agency(ies) or unit(s), et seq., until the maximum of the aggregate number of Tons delivered or attempted to be delivered by or on behalf of the Jurisdictions is met. The calculations pursuant to Section 4.9(a) shall be calculated in a manner consistent with the examples set forth on Schedule 8.

(c) The Company shall pay the MFN Refund, if any, to the Jurisdictions within sixty (60) days following the last day of each Contract Year. This Section 4.9 shall not be applicable for any contract or agreement providing for delivery of Solid Waste to a facility other than the Facility; provided, however, to the extent any such Tons of Solid Waste are accepted at the Facility, such Tons shall be counted for all purposes of this Section 4.9 and the Jurisdictions shall receive a MFN Refund with respect to any such Tons delivered to the Facility. This Section 4.9 shall not apply to any oral or written agreement with a third party commercial or residential hauler which contracts directly with the Company or any of its Affiliates for disposal of Acceptable Waste at the Facility.

(d) In order to effectuate the purposes of this Section 4.9, the Company shall, no more than thirty (30) days following the end of each Contract Year, deliver to each Jurisdiction a statement signed by an officer of the Company setting forth in reasonable detail (i) the name, address, contact phone number(s) of all governmental agencies and units delivering Solid Waste to the Facility, (ii) the number of Tons of Solid Waste delivered to or attempted to be delivered to the Facility by such governmental agencies and units, by name and monthly tonnage amounts, and (iii) the MFN Tipping Fee for such governmental agencies and units. In the event there are no such agreements for the subject period, the statement shall so indicate.

Section 4.10 Unamortized Capital Cost resulting from Change(s) in Law During the Term.

(a) If, during the Initial Term or, if applicable, the Renewal Term (but in no event during the Extended Term), (i) one or more Change(s) in Law occur; (ii) such Change(s) in Law directly result in an increased capital cost to the Company for repair, replacement or addition to the Facility (the “Capital Project”); (iii) subject to the Jurisdictions’ rights under this Agreement, the Company undertakes and completes such Capital Project prior to expiration of the Site Lease Term; and (iv) the useful life of the Capital Project, on a straight-line depreciation basis (not accelerated) using the asset depreciable period for the applicable capital item as set forth in Section 168 of the

Internal Revenue Code exceeds the Site Lease Term, then within one hundred twenty (120) days following the expiration of the Site Lease Term or such longer period as is reasonably necessary for the Jurisdictions to finance or assume the debt incurred by the Company to finance the Capital Project, if any, the Jurisdictions shall, at their sole option, either (A) pay to the Company, by wire transfer to a bank account designated in writing by the Company to the Jurisdictions, an amount equal to the unamortized portion of such Capital Project(s) which exceeds the expiration of the Site Lease Term, as calculated on a straight-line depreciation basis (the “Unamortized Capital Cost”), or (B) assume the debt of such Capital Project(s) in an amount not to exceed the Unamortized Capital Cost if it can be assumed. The Company shall use all reasonable efforts to finance the Capital Project with debt financing that expressly permits debt assumption by the Jurisdictions upon expiration of the Site Lease Term, if the Jurisdictions so elect in accordance with this Section 4.10(a). The Company shall, at all times during the Site Lease Term, promptly pay all amounts due and owing under the debt financing or loan agreement(s) related to the financing of the Capital Project(s). Notwithstanding anything to the contrary herein or contained in any agreement among the Parties, the Jurisdictions shall incur no liability whatsoever, including but not limited to any Unamortized Capital Cost, for any Capital Project (irrespective of when such Capital Project occurs, whether during the Initial Term, Renewal Term, Extended Term or at any other time): (1) if the Jurisdictions exercise their Extension Option; (2) during the Extended Term; or (3) at any other time when this Agreement is not in effect.

(b) Upon the Jurisdictions’ payment of the Unamortized Capital Cost or assumption of the debt in accordance with Section 4.10(a) above, the Company shall immediately (meaning on the same day) execute and deliver a bill of sale, in a form acceptable to the Jurisdictions, and such other documents of transfer and assignment to the Jurisdictions as may be necessary to (i) transfer good and marketable title of the Capital Project(s) to the Jurisdictions, free and clear of any claim, lien, option, charge or encumbrance of any nature whatsoever (except for any liens relating to the Company’s debt financing, if any, which the Jurisdictions’, in their sole discretion, elect to assume in accordance with Section 4.10(a)), and (ii) consummate the foregoing.

Section 4.11 Jurisdiction Obligations. The obligations of the Jurisdictions under this Agreement are contingent upon the appropriation for each Contract Year by their respective governing bodies of funds from which payments under this Agreement can be made. The Jurisdictions shall not be liable for any amounts payable under this Agreement unless and until such funds have been appropriated for payments under this Agreement. The Parties acknowledge and agree that this Agreement shall not constitute a pledge of the full faith and credit of the City or the County in violation of Section 10 of Article X of the Constitution of Virginia or a bond or debt of the City or the County within the meaning of Section 10 of Article VII of the Constitution of Virginia.

ARTICLE 5 Unacceptable Waste; Hazardous Waste.

Section 5.1 Unacceptable Waste.

(a) **Delivery of Unacceptable Waste by the Jurisdictions.** The Jurisdictions shall use commercially reasonable efforts, in good faith, to cause only Acceptable Waste to be delivered to the Facility by or on behalf of the Jurisdictions and to minimize quantities of

Unacceptable Waste delivered to the Facility. Nothing in this Agreement shall be construed to mean, and the Company understands and agrees that the Jurisdictions do not in any manner guarantee the composition of any Acceptable Waste delivered by or on behalf of the Jurisdictions, including the proportion of any material contained therein (such as Unacceptable Waste), the energy value contained therein, or any other physical or chemical property of Acceptable Waste delivered by or on behalf of the them. If a delivery of Solid Waste is composed of both Acceptable Waste and Unacceptable Waste, the Company shall separate and accept Acceptable Waste to the extent such separation can be achieved without unreasonable expense or the use of unreasonable effort. If Unacceptable Waste cannot be reasonably separated from Acceptable Waste without the use of unreasonable efforts or unreasonable expense of the Company, then the entire load shall constitute Unacceptable Waste.

(b) Disposal of Unacceptable Waste delivered by or on behalf of the Jurisdictions to the Facility. If a Jurisdiction delivers or causes to be delivered Unacceptable Waste to the Facility, the Company, at its sole option, may (i) reject acceptance of such Unacceptable Waste at the Facility and require the delivering Jurisdiction to reload and dispose of such Unacceptable Waste at the Jurisdiction's sole cost and expense, or (ii) if the Company does not discover such Unacceptable Waste in time to reject and reload such waste at the Facility, the Company may, after delivering telephonic notice to the Public Works Officials, dispose of such Unacceptable Waste and charge the Jurisdiction all reasonable third-party disposal costs actually incurred by the Company ("Unacceptable Waste Costs"), unless the Jurisdiction otherwise elects to arrange and pay for disposal of such waste, in which case, the delivering Jurisdiction shall not be otherwise liable for any Unacceptable Waste Costs. If the Jurisdiction elects to dispose of such Unacceptable Waste, the Jurisdiction shall be required to do so (A) within twenty four (24) hours following telephonic notice of such delivery if such Unacceptable Waste is Hazardous Waste, or (B) within forty eight (48) hours following telephonic notice of such delivery if such Unacceptable Waste is not Hazardous Waste. If after electing to do so, the delivering Jurisdiction does not dispose of the Unacceptable Waste within the prescribed time period, the Company may dispose of such waste without further notice to the Jurisdiction and the Jurisdiction shall pay to the Company, following receipt of invoice and Cost Substantiation, the Unacceptable Waste Costs incurred by the Company to dispose of such waste. No prior notice shall be required of the Company to the Jurisdictions to dispose of Unacceptable Waste in emergency situations where a delay in such disposal would constitute a hazard to the Facility or any Person on, about or near the Facility Site; provided, however, that the Company shall provide prompt telephonic notice to the Public Works Officials and written notice to the Jurisdictions following such event. Unacceptable Waste directly attributable and delivered by or on behalf of the Jurisdictions shall not be counted towards the Minimum Annual Tonnage. The Company shall provide reasonable and verifiable evidence and documentation (e.g., video footage of City or County trucks depositing Unacceptable Waste on the Facility tipping floor or into the Facility pit) to the City or the County, or both, establishing that such Unacceptable Waste delivered by or on behalf of the City or the County, or both, then the City or the County, or both, as appropriate, shall be responsible for such Unacceptable Waste Costs relative to such Unacceptable Waste and such Unacceptable Waste Costs shall be reimbursed by the City or the County, or both, to the Company. The Company shall exercise all reasonable efforts to mitigate and otherwise minimize Unacceptable Waste Costs.

(c) Indemnification. To the extent permitted by Applicable Law without waiving sovereign immunity, if the Company elects to dispose of such Unacceptable Waste in accordance with Section 5.1(b) above, then the Jurisdiction that delivered such Unacceptable Waste shall indemnify and hold the Covanta Indemnified Parties harmless from and against all liabilities, losses, damages, costs, expenses and disbursements (including reasonable legal fees and expenses) arising out of the disposal of such Unacceptable Waste. All reasonable activities by the Company with respect to the removal and disposal of Hazardous Waste (but not Unacceptable Waste) delivered to or abandoned at the Facility by the Jurisdictions shall be as agent for the Jurisdictions.

ARTICLE 6 Billing and Payments.

Section 6.1 Monthly Invoice. The Company shall prepare and submit its written invoice to each of the City and the County with respect to the Acceptance Fee on or after the end of the Billing Month for which payment is requested. In preparing its invoice, the Company shall use and comply with the form and content of the Company's invoice attached hereto as Schedule 3 and as otherwise required by the terms of this Agreement. The Parties may, by mutual agreement, revise the form and content of the invoice form in Schedule 3. The Company shall attach all documentation and information necessary to justify payment by the Jurisdictions to the Company or credit from the Company to the Jurisdictions relative for the particular Billing Month.

Section 6.2 Payment to the Company. Subject to Section 6.4, the City and the County shall pay to the Company their respective portion of the compensation amount due and owing under this Article 6 and invoiced by the Company with respect to the City and the County within thirty (30) days after the date of receipt by the Jurisdictions of a properly formatted invoice, consistent with Schedule 3 containing the required documentation and free of errors. If the due date for payment is not a business day, payment is due on the next business day following that date. If the Jurisdictions fail to remit the full amount payable (less any disputed portion) by the Jurisdictions when due, interest on the unpaid portion of the respective Jurisdiction's invoice shall accrue at the rate provided in Section 6.3.

Section 6.3 Overdue Charges. Amounts owed to the Company and remaining sixty (60) days after each Jurisdictions' receipt of its invoice shall accrue interest each day such invoice is not paid beyond the applicable due date at the rate of six percent (6%) per annum or the maximum rate permitted by Applicable Law, whichever is less. The daily rate shall be equal to the annual rate divided by 365.

Section 6.4 Disputes. In the event of a dispute as to any invoice or Work performed by the Company, (a) the Jurisdictions shall pay when due the amount of the invoice which is not in dispute, and (b) the Jurisdictions shall give the Company written notice of the dispute at the time such partial payment, if any, is made. Such notice shall identify the invoice, state the amount in dispute and set forth a general statement of the grounds which forms the basis of such dispute. No adjustment shall be considered or made for disputed charges until notice is given as required by this Section 6.4. Upon resolution of the dispute, the Company shall promptly refund the amount of any paid overcharge to the Jurisdictions or the Jurisdictions shall promptly pay to

the Company the outstanding portion of the invoice, whichever is applicable, with interest at the rate set forth in Section 6.3. Each Party is specifically authorized to off-set and deduct from any other payments, if any, including, without limitation, the Acceptable Fee, that it may owe the other to secure the repayment of the other Party's obligations herein, including without limitation, in the case of the Jurisdictions' right of setoff, under Sections 4.4, 4.6, 4.9 or 10.1 in the event the Company has failed to refund or pay the Jurisdictions on time in accordance with the terms of this Agreement.

ARTICLE 7 Insurance and Indemnification.

Section 7.1 Jurisdictions Insurance.

(a) The Jurisdictions shall maintain liability insurance covering personal injury and property damage as specified in Section 7.1(b). From time to time, as reasonably requested by the Company and upon each change in the insurance carried by the Jurisdictions, the Jurisdictions shall provide the Company evidence that the insurance required hereunder is in place.

(b) The Jurisdictions shall maintain at their expense the following self-insurance coverage: (i) workers compensation insurance as required by Applicable Law; (ii) commercial general liability primary insurance having a minimum combined single limit of liability of \$1,000,000 per occurrence; and (iii) comprehensive automobile liability primary insurance applicable to all owned, hired and non-owned vehicles having a minimum combined single limit of liability of \$1,000,000 per occurrence. The Jurisdictions shall purchase excess liability insurance having a minimum limit of liability of \$2,000,000 per occurrence. Each purchased policy obtained pursuant to Section 7.1(b)(ii) and (iii) above shall designate the Company as an additional insured for claims arising out of the Jurisdictions' negligence. Any Jurisdiction which contracts with one or more private hauler(s) for delivery of Acceptable Waste to the Facility by or on behalf of such Jurisdiction shall require such private hauler(s) to obtain and maintain commercial general liability insurance and commercial automobile insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

Section 7.2 Jurisdiction Indemnification. To the extent permitted by Applicable Law without waiving its sovereign immunity, each Jurisdiction shall hold harmless and indemnify the Company and its respective affiliates, and its directors, officers, employees, contractors of any tier and other agents ("Company Indemnified Parties") from and against any expense, loss, claim or liability whatsoever (including reasonable legal fees and expenses), and shall defend the Company Indemnified Parties in any proceeding (including appeals) for injury to any Person, or loss or damage to any property arising out of: (a) the negligence or wrongful misconduct of the Jurisdiction, its subcontractors or employees; and (b) the failure by the Jurisdiction or employees to comply with Applicable Law.

Section 7.3 Company Insurance.

(a) The Company shall maintain liability insurance covering personal injury and property damage as provided below, which insurance shall name each Jurisdiction as an additional insured for claims arising out of the Company's negligence. From time to time, as reasonably requested by the Jurisdictions and upon each change in the insurance carried by the Company, the Company shall provide the Jurisdictions written evidence that the insurance required this Agreement is in place and in full force and effect. Failure of the Company to obtain and maintain the insurance required under the pursuant to the terms of this Agreement shall be deemed to an Event of Default for purposes of Section 10.3(b).

(b) The Company shall obtain and maintain, at its sole cost and expense, the following insurance coverage: (i) workers compensation insurance as required by Applicable Law, with a deductible amount of not greater than \$500,000, together with employer's liability insurance with limit of liability of not less than \$1,000,000, with a deductible amount of not greater than \$500,000; (ii) commercial general liability and property damage primary insurance with a broad form contractual liability endorsement and products/completed operations endorsement having a minimum combined single limit of liability of \$1,000,000 per occurrence, with a deductible amount of not greater than \$250,000; (iii) comprehensive automobile liability primary insurance applicable to all owned, hired and non-owned vehicles having a minimum combined single limit of liability of \$1,000,000 per occurrence, with a deductible amount of not greater than \$250,000; (iv) excess liability insurance having a minimum limit of liability of \$2,000,000 per occurrence, total coverage of at least \$50,000,000, and a self-insured retention of \$250,000 or less; and (v) insurance for loss, damages or destruction to the Facility (including boiler and machinery) caused by "broad form" peril in an amount at all times equal to the full replacement value of the Facility (including, to the extent available on commercially reasonable terms, insurance for such loss caused by flood or earthquake), with a deductible amount not to exceed \$250,000, except coverage for wind and earthquake which shall have a deductible amount not to exceed \$500,000. Each policy obtained to satisfy Sections 7.3(b)(ii) through (v) above shall designate "The City of Alexandria, Virginia and the County Board of Arlington County, Virginia and their elected and appointed officials, employees and agents" as additional insureds for claims arising out of the Company's negligence.

(c) The Company shall obtain and maintain, at its sole cost and expense, pollution liability insurance with limits not less than \$2,000,000 per occurrence and \$6,000,000 annual aggregate, and shall require all haulers delivering Solid Waste to the Facility to obtain and maintain commercial general liability insurance and commercial automobile insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Each policy obtained to satisfy the requirements of this Section 7.3(c) shall designate "The City of Alexandria, Virginia and the County Board of Arlington County, Virginia and their elected and appointed officials, employees and agents" as additional insureds for claims arising out of the Company's or haulers' negligence. All insurance policies required to be secured and maintained by the Company under this Agreement shall provide that each insurance company shall have no recourse against the Jurisdictions for payment of any premiums or for assessments under any form of policy.

Section 7.4 Company Indemnification. The Company shall hold harmless and indemnify the Jurisdictions and their directors, officers, employees, agents, and contractors, and the County Board and the City Council, and each of their respective agents, servants, employees and independent contractors performing services for the Jurisdictions (collectively, the “Jurisdictions Indemnified Parties”) from and against any damages, expenses (including attorneys fees), losses, fines, penalties, claim or liability of any kind or nature whatsoever (collectively, “Losses”) and shall defend the Jurisdictions Indemnified Parties in any proceeding (including appeals), for injury to any person, or loss or damage to any property based upon, arising out of, by reason of or otherwise, in respect of or in connection with: (a) any alleged or actual defects, errors or omissions relative to the Work; (b) the negligence or wrongful misconduct (including any act of fraud) of the Company and its directors, officers or partners, and as the case may be, employees, contractors of any tier or other agents; (c) the failure by the Company and their respective directors, officers or partners, as the case may be, employees, contractors of any tier or other agents to comply with all Applicable Law; and (d) any claims by Dominion Virginia Power, or its successor or assigns, that any Jurisdiction has breached or is liable as an Operator (as such term is defined in the Power Purchase Agreement) under the Power Purchase Agreement. This Section 7.4 shall survive the earlier termination or expiration of this Agreement.

ARTICLE 8 Governmental Regulation.

Section 8.1 Compliance with Applicable Law. The Company shall, at its sole cost and expense, perform all Work under this Agreement in compliance with all Applicable Law.

Section 8.2 Permits. The Company shall acquire, maintain and, as applicable, renew all Permits required of or for the Company relative to the Facility or to perform the Work, or both, and, subject to Sections 4.5 and 4.8, shall be solely liable for the cost and expense of all regulatory fees, levies, assessments and charges pertaining to such Permits. The Parties agree that the obligation to obtain and maintain such Permits is solely vested with the Company.

ARTICLE 9 Suspension Due To Force Majeure; Jurisdiction Fault; Termination Due To Force Majeure.

Section 9.1 Suspension of Obligations; Notice of an Event of Force Majeure.

(a) If the Company declares or asserts that an Event of Force Majeure shall have occurred and such Event of Force Majeure resulted in increasing the Company’s costs to perform the Work or that its revenues have decreased, the Company shall nevertheless continue to perform its obligations under this Agreement that it is not prevented from performing by the Event of Force Majeure regardless of its increased costs or decreased revenues, or both, relative to such performance. Except for Change in Law Charges payable in accordance with Section 4.5, the Company shall be solely liable for any increase in costs as a consequence of the occurrence and continuance of an Event of Force Majeure. The Company shall be solely liable for any decreases in revenues as a consequence of the occurrence and continuance of an Event of Force Majeure.

(b) A delay or failure of performance hereunder by any Party shall not constitute an Event of Default or cause for any liability under this Agreement to the extent caused by an Event of Force Majeure. Such delay or failure shall be excused at any time performance is prevented by an Event of Force Majeure and during any time period thereafter that may be reasonably necessary for the affected Party, using its reasonable efforts, to resume performance despite such Event of Force Majeure. If an Event of Force Majeure causes a reduction, but not a complete suspension in the ability of the Company to accept, Process or dispose of Acceptable Waste or transport or dispose of Residue, then the Company shall accept and Process such Acceptable Waste in accordance with Section 10.2. Subject to Section 10.6, an act or Event of Force Majeure shall not terminate or suspend (i) the Jurisdictions' obligations to make payments pursuant to this Agreement for Acceptable Waste which has been delivered by or on behalf of the Jurisdictions to the Facility and accepted and Processed by the Company prior to a suspension of the Facility for an Event of Force Majeure, and (ii) the Company's obligations to make payments to the Jurisdictions pursuant to this Agreement. If caused by an Event of Force Majeure, the Jurisdictions shall be relieved of its obligation to make any shortfall payment (monthly or annual) to the extent the Jurisdictions are prevented from delivering (or causing to be delivered) Acceptable Waste to the Facility or the Company cannot accept Acceptable Waste at the Facility.

(c) If any Party claims the occurrence of an Event of Force Majeure as a basis for not performing its obligations under this Agreement, then the Party making such claim shall (i) promptly upon discovery (whether an actual Event of Force Majeure or reasonably expected Event of Force Majeure) thereof, provide telephone or oral, or both, notice thereof, including written notice, to the other Parties of the occurrence of the Event of Force Majeure; (ii) provide an estimate of its expected duration; (iii) describe in reasonable detail its probable effect on the performance of its obligations hereunder; (iv) exercise all reasonable efforts to continue to perform its obligations hereunder to the extent not prevented by an Event of Force Majeure; (v) expeditiously take action to Cure the Event of Force Majeure; (vi) exercise all reasonable efforts to mitigate or limit damages to the other Parties; and (vii) provide prompt telephone or oral notice, including written notice, to the other Parties of the cessation of the Event of Force Majeure which gave rise to its inability to perform.

Section 9.2 Efforts to Remove Condition.

(a) A Party whose performance is adversely affected by an Event of Force Majeure shall promptly address and continuously exercise all reasonable efforts to mitigate and thereafter, overcome or remove, or both, the impact of the Event of Force Majeure.

(b) In the event the Company claims that an Event of Force Majeure has occurred, the Company shall perform or cause to be performed, any obligation not prevented by the Event of Force Majeure, and shall use reasonable and diligent efforts to overcome and remove such Event of Force Majeure so that the Facility may Process Acceptable Waste and satisfy the Company's obligations under this Agreement. Except as provided for in Section 4.5, the Company shall be solely liable for all insurance costs, deductibles and any other costs arising out of, resulting from or related in any way whatsoever to an Event of Force Majeure relative to the Facility and the Facility Site.

Section 9.3 Jurisdiction Fault. If the Company claims the occurrence of Jurisdiction Fault as a basis for not performing its obligations under this Agreement, then the Company shall (a) provide prompt notice, including written notice, to the Jurisdictions of the occurrence of Jurisdiction Fault; (b) provide an estimate of the expected duration of its impact; (c) describe its probable effect on the performance of the Work; (d) exercise all reasonable efforts to continue to perform the affected Work to the extent not prevented by the impact of Jurisdiction Fault; (e) expeditiously take such action(s) approved by the Jurisdictions to Cure Jurisdiction Fault; (f) exercise all reasonable efforts to mitigate or limit damages to the Jurisdictions; and (g) provide prompt notice, including written notice, to the Jurisdictions of the cessation of the impact of Jurisdiction Fault. If the Company declares or asserts that a Jurisdiction Fault shall have occurred which caused its costs to perform the Work to increase or its revenues to decrease, or both, the Company shall nevertheless continue to perform its obligations under this Agreement that it is not prevented from performing by the occurrence and impact of Jurisdiction Fault regardless of its increased costs or reduction in revenues, or both.

ARTICLE 10 Alternate Facility; Events of Default; Termination.

Section 10.1 Alternate Facility.

(a) If the Company is unable to accept or Process Acceptable Waste at the Facility in accordance with the terms of this Agreement other than as a direct result of an occurrence of a Event of Force Majeure or Jurisdiction Fault (such an event, a “Forced Outage”), then the Company shall, following prompt notice to the Jurisdictions (both telephonic notice to the Public Works Officials and written notice to the Jurisdictions) either (i) arrange for such Acceptable Waste to be loaded onto trucks at the Facility and transported and disposed of at an alternate disposal facility properly permitted to accept and dispose of Acceptable Waste in accordance with Applicable Law, or (ii) designate and direct the Jurisdictions to transport and dispose of the Acceptable Waste to an alternate disposal facility properly permitted to accept and dispose of Acceptable Waste in accordance with Applicable Law, which in no event shall be located more than twenty (20) miles one way by truck from the Facility (an “Alternate Facility”). The Parties will cooperate with one another in pre-approving Alternate Facilities. The Company may designate a different Alternate Facility for each Jurisdiction, and may only change such designation no more than once weekly, with forty-eight (48) hours’ prior notice (both telephonic notice to the Public Works Officials and written notice to the Jurisdictions) to the affected Jurisdiction. In the event a Forced Outage lasts longer than thirty (30) days or the Jurisdictions are incurring additional costs as a result of using the Alternate Facility which are not being reimbursed by the Company, then each Jurisdiction shall be entitled to reject the Alternate Facility proposed by the Company and separately direct its haulers to deliver the Jurisdiction’s Solid Waste to any other disposal facility selected by the Jurisdiction, in its sole discretion. If the Company directs either Jurisdiction to an Alternate Facility, the Company shall directly pay, to the operator of the Alternate Facility, all costs of disposal of the Jurisdiction’s waste at such Facility, subject only to the Jurisdictions being responsible to pay to the Company the Acceptance Fee for Acceptable Waste delivered directly to and accepted by the Alternate Facility.

(b) The Company shall pay to the Jurisdictions, within sixty (60) days following invoice by the Jurisdictions, for all Alternate Facility Costs incurred by the Jurisdictions, subject to Cost Substantiation. In addition, the Company shall promptly reimburse and pay to each Jurisdiction for any fines and penalties incurred as a result of the use of the Alternate Facility unless such fine or penalty is directly attributable to the negligence or willful misconduct of the Jurisdiction or its employees.

(c) All Acceptable Waste which is delivered or caused to be delivered by the Jurisdictions which is not accepted by the Company at the Facility or an Alternate Facility or which is rejected by the Company (other than pursuant to Section 3.2(a)) shall constitute Diverted Waste and be counted in calculating the Minimum Annual Tonnage for all purposes of this Agreement.

(d) In the event that (i) a Forced Outage lasts more than sixty (60) days and the Company is not diligently and promptly pursuing a Cure of such Forced Outage, or (ii) the Company fails to reimburse the Jurisdictions the Alternate Facility Costs within sixty (60) days following delivery of an invoice requesting payment, such event(s) shall automatically constitute an Event of Default on the part of the Company under this Agreement.

(e) If, during a Billing Month, Acceptable Waste delivered by or on behalf of the Jurisdictions to the Facility or an Alternate Facility (in the case of a Forced Outage) is wrongfully rejected or, in accordance with Section 10.1(a), the Jurisdictions choose not to deliver Acceptable Waste to an Alternate Facility, then (i) the Jurisdictions shall not be obligated to pay the Company the Base Tipping Fee and the sum of the then applicable Unit Change in Law Cost(s) for such Tons of Diverted Waste wrongfully rejected by the Company (or such other Person in the case of an Alternate Facility) and (ii) the Company shall pay the Jurisdictions, within thirty (30) days after the end of the Billing Month, the positive difference, if any, between (A) the actual costs incurred by or on behalf of the Jurisdictions, subject to Cost Substantiation, to transport and dispose of such Diverted Waste, including transportation, fuel, labor and disposal fees, costs and expenses (including the cost, plus ten (10%), of additional overtime incurred by Jurisdictions' employees, and additional charges of contractor(s) of the Jurisdiction(s)) incurred by or on behalf of the Jurisdictions, and, (B) the product of (x) the Tons of such Diverted Waste, multiplied by (y) the sum of the Base Tipping Fee and the sum of the then applicable Unit Change in Law Costs for such Billing Month. Additionally, the Company shall pay the Jurisdictions, within thirty (30) days following the end of the Billing Month, the Residue Disposal Credit or the Residue Disposal Rebate, as applicable, and the Change in Law Credit, if any, as calculated in accordance with Sections 4.4 and 4.5(d), respectively.

Section 10.2 Partial Reductions Due to a Forced Outage or Event of Force Majeure. If an Event of Force Majeure or Forced Outage causes a reduction, but not a complete suspension in the ability of the Company to accept, Process or dispose of Acceptable Waste at the Facility or transport or dispose of Residue, then the Company shall (a) give preference and priority to Acceptable Waste delivered by or on behalf of the Jurisdictions in the use of any reduced capacity of the Facility, and (b) use reasonable efforts to accept and Process Acceptable Waste delivered to the Facility by or on behalf of the Jurisdictions (subject to the Company's rejection rights under Section 3.2(a)) up to the reduced capacity of the Facility.

Section 10.3 Events of Default of the Company. Each of the following shall constitute an Event of Default on the part of the Company toward the Jurisdictions under this Agreement:

(a) The Company fails to pay any amount when it is due and payable hereunder within the timeframe specified for such payment and such failure continues for a period of sixty (60) days after written notice by either Jurisdiction to the Company;

(b) The Company fails to comply with and perform any other term, covenant or agreement contained in this Agreement and such failure continues for a period of thirty (30) days (which period shall be extended if requested by the Company and the Company demonstrates to the reasonable satisfaction of the Jurisdictions that the Company is diligently and continuously pursuing a cure but such cure cannot reasonably be effected within thirty (30) days) after written notice to the Company specifying the nature of such failure and requesting that it be remedied;

(c) The Company or the Guarantor makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which is not dismissed for a period of sixty (60) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more;

(d) The failure of the Guarantor to comply (subject to the permitted cure period set forth in Section 10.3(b)) with its obligations under the Guaranty in accordance with the terms and conditions therein;

(e) Termination of the Site Lease due to an Event of Default of the Company;
or

(f) The persistent or repeated failure or refusal by the Company to (1) accept and Process Acceptable Waste delivered by or on behalf of the Jurisdictions to the Facility in accordance with this Agreement (irrespective of whether the Company is paying the Jurisdictions any damages, costs or fees under this Agreement), unless such failure or refusal is caused by an Event of Force Majeure, Jurisdiction Fault or Forced Outage (exclusive of intentional or willful acts of the Company) not exceeding thirty (30) consecutive days, or (2) pay any amounts due and payable to the Jurisdictions in excess of an aggregate amount of \$5,000 after notice in accordance with this Agreement. For purposes of this Section 10.3(f), any occurrence of an Event of Default described in subsection (1) or (2) of this Section 10.3(f) within twenty (24) months of at least two prior occurrences of an Event of Default of a similar nature shall (i) notwithstanding anything in this Agreement to the contrary, not be subject to any cure or grace

period; and (ii) be deemed and constitute a persistent or repeated failure or refusal by the Company under the immediately preceding sentence of this Section 10.3(f).

Section 10.4 Events of Default of Jurisdictions. Each of the following shall constitute an Event of Default on the part of the Jurisdictions toward the Company under this Agreement:

(a) A Jurisdiction fails to timely pay the Acceptance Fee, the Excess Tonnage Fee, if applicable, or any other amount due and payable hereunder in accordance with this Agreement within the timeframe specified for such payment and such failure continues for a period of sixty (60) days after written demand from the Company to the Jurisdictions for such payment;

(b) A Jurisdiction fails to comply with and perform any other material term, covenant or agreement contained in this Agreement and such failure continues for a period of thirty (30) days (which period shall be extended if requested by the Jurisdiction and the Jurisdiction(s) demonstrate that it or they are pursuing a cure but such cure cannot reasonably be effected within thirty (30) days) after written notice to the Jurisdictions specifying the nature of such failure and requesting that it be remedied; or

(c) A Jurisdiction makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which is not dismissed for a period of sixty (60) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

Section 10.5 Remedies on Default. Whenever any Event of Default has occurred and shall be continuing, any non-defaulting Party shall have the following rights and remedies:

(a) Upon thirty (30) Business Days prior written notice to the Company, if the Company is then in default, the Jurisdictions shall have the option to terminate this Agreement, unless (i) the Event of Default is fully cured prior to the expiration of such thirty (30) day period or (ii) during such thirty (30) day period, the Company has taken all necessary and appropriate steps that can be reasonably completed within such period and continues to proceed with uninterrupted reasonable diligence to Cure such Event of Default within a reasonable time thereafter (which, if the Event of Default is the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

(b) Upon thirty (30) Business Days prior written notice to the Jurisdictions, if the Jurisdictions are then in default, the Company shall have the option to terminate this

Agreement, unless (i) the Event of Default is fully cured prior to the expiration of such thirty (30) day period or (ii) during such thirty (30) day period, the Jurisdictions has taken all necessary and appropriate steps that can be reasonably completed within such period and continues to proceed with uninterrupted reasonable diligence to Cure such Event of Default within a reasonable period of time thereafter (which, if the Event of Default is the payment of monies and results from restraint by a court or regulatory agency, shall mean the undertaking and prosecution of prompt, diligent, good faith efforts to remove such restraint);

(c) Upon written notice to the Jurisdictions, if the Jurisdictions have failed to pay amounts owed to the Company under this Agreement, the Company shall have the option, within ninety (90) days thereafter after such demand without terminating this Agreement, to stop accepting Acceptable Waste delivered or tendered for delivery by the Jurisdictions, until such Event of Default is Cured or this Agreement is terminated.

Section 10.6 Change in Law.

(a) Jurisdictions' Termination Upon Maximum Change in Law Cost. If one or more Change(s) in Law shall occur after the Effective Date having the effect, individually or collectively, of increasing the Company's costs to perform the Work, the Parties shall proceed in accordance with Section 4.5. If, the aggregate Unit Change in Law Cost(s) (as such Unit Change in Law Cost(s) may, in absence of actual values, may be reasonably estimated) for any Billing Month during the Term to equal or exceed Ten Dollars (\$10.00) per Ton, as escalated by the Adjustment Factor each Contract Year (the "Maximum Change in Law Cost"), then, notwithstanding any obligation the Jurisdictions may otherwise have to pay their share to Cure the Change in Law on a per Ton basis under Sections 4.5(a) and (b), the Jurisdictions may, following receipt of a Company Change in Law Notice that would result in an amount equal to or exceeding such Maximum Change in Law Cost, terminate this Agreement with respect to the Jurisdictions' by one hundred eighty (180) days prior notice from the Jurisdictions to the Company. Any such termination shall be without any termination damage, penalty or payment to the Company (including any amount relative to adjustment to the Acceptance Fee resulting from the Change(s) in Law) and the Company waives all claims to any such damage, penalty or payment. The Jurisdictions, however, shall be liable to pay the Company the amounts the Company has earned or accrued pursuant to Section 4.2 (exclusive of the adjustment to the Acceptance Fee relative to the Change in Law resulting in such Maximum Change in Law Cost, and subject to any set-offs or other credits to the Acceptance Fee) prior to the effective date of termination.

(b) Jurisdictions' Termination Upon Maximum Unamortized Capital Cost. If one or more Change(s) in Law occur that would necessitate a capital alteration or addition of a capital project to the Facility and which, after estimating the expected costs for such capital alteration or project, the unamortized portion of any such project is reasonably estimated to be greater than Two Million Dollars (\$2,000,000), as escalated by the Adjustment Factor each Contract Year (the "Maximum Unamortized Capital Cost"), on or after September 30, 2025, then the Jurisdictions may, following receipt of a Company Change in Law Notice that would result in such Maximum Unamortized Capital Cost, terminate this Agreement with respect to the Jurisdictions' by one hundred eighty (180) days prior notice from the Jurisdictions to the

Company. Any such termination shall be without any obligation of the Jurisdictions to pay such capital cost, and the Jurisdictions shall not be liable for any termination damage, penalty or payment to the Company (including any amount relative to adjustment to the Acceptance Fee resulting from the Change(s) in Law) and the Company waives all claims to any such damage, penalty or payment.

(c) Company Termination Upon Change in Law. If, the aggregate Unit Change in Law Cost(s) (as such Unit Change in Law Cost(s) may, in absence of actual values, may be reasonably estimated) for any Billing Month during the Term is equal to or exceeds the Maximum Change in Law Cost, then the Company may, following the Change in Law that would result in an amount equal to or exceeding such Maximum Change in Law Cost, terminate this Agreement with respect to the Company by one hundred eighty (180) days prior notice to the Jurisdictions. Upon such termination, the Site Lease and the Operating Lease will be terminated effective as of the date that the termination of this Agreement is effective. Any such termination shall be without any obligation of the Company to pay any termination penalty or payment to the Jurisdictions (except for any amounts otherwise due to the Jurisdictions under this Agreement or the Site Lease, or both).

(d) Payment of Excess Maximum Change in Law Cost. If, as a result of one or more Change(s) in Law, the Jurisdictions or the Company have the right to terminate this Agreement pursuant to Section 10.6(a) or 10.6(c), respectively,] then either Party (either the Company or the Jurisdictions) may elect, by written notice to the other Party, to absorb and pay for the amount by which such Unit Change in Law Cost(s) exceeds the Maximum Change in Law Cost for each Billing Month throughout the Term; provided, however, if, during any Billing Month, the aggregate Unit Change in Law Cost(s) equal or exceed the Maximum Change in Law Cost, then the Jurisdictions or the Company, respectively, shall be permitted to terminate this Agreement under Section 10.6(a) or 10.6(c), respectively.

ARTICLE 11 Representation and Warranties.

Section 11.1 Representations and Warranties of the Jurisdictions. Each Jurisdiction, severally and not jointly, represents and warrants to the Company that (a) this Agreement has been executed by authorized officers of the respective Jurisdiction, and has heretofore delivered to the Company evidence of such authority; (b) it has the full power and authority to execute and deliver this Agreement to the Company and to carry out the transactions contemplated hereby, all of which have been duly authorized in accordance with the laws of the Commonwealth of Virginia; and (c) there is no litigation pending, or to the knowledge of the respective Jurisdiction, threatened in writing, which questions this Agreement or which affect or may affect the transactions contemplated hereby.

Section 11.2 Representations and Warranties of the Company. The Company represents and warrants to the Jurisdictions that (a) this Agreement has been executed by an authorized officer of the Company, and has heretofore delivered to the Jurisdictions evidence of such authority; (b) the Company has the full power and authority to execute and deliver this Agreement to the Jurisdictions and to carry out the transactions contemplated hereby, all of which have been duly authorized in accordance with its governing documents; and (c) there is no

litigation pending or, to the knowledge of the Company, threatened, which questions this Agreement or which affect or which affects the transactions contemplated hereby.

Section 11.3 Liability for Breach. The Parties hereto shall be liable to each other in the manner and to the extent provided by Applicable Law for any loss or harm occasioned by the breach of any term, covenant, agreement, undertaking or obligation of this Agreement. Neither Party shall be liable to the other for consequential damages resulting from or arising out of this Agreement. This Section 11.3 shall survive the earlier termination or expiration of this Agreement.

ARTICLE 12 Conditions Precedent to Execution Date and Effective Date.

Section 12.1 Execution Date; Effective Date. Notwithstanding any provision in this Agreement that may be interpreted or construed to the contrary,

(a) the Parties shall neither be bound by the terms and conditions of this Agreement nor shall this Agreement have any force and effect unless and until:

(i) each Party shall have executed and delivered this Agreement, the Amendment to the Site Lease, in form and substance attached hereto as Exhibit A, and the Amendment to the Operating Lease, in form and substance attached hereto as Exhibit B, in each case, to the other Parties hereto;

(ii) the Company has delivered to the Jurisdictions the Guaranty, in form and substance attached hereto as Exhibit D (the “Guaranty”), duly executed by Covanta Holding Corporation, a Delaware corporation and the parent company of the Company (the “Guarantor”), and delivered to the Jurisdictions, and

(b) the obligations of the Parties under this Agreement shall not begin until the Effective Date.

ARTICLE 13 Company Covenants.

Section 13.1 Permit Modifications. Without the prior written consent of the Jurisdictions, during the Term, the Company shall not change, modify or amend any Permit which would, directly or indirectly, increase the steaming rate, increase maximum tonnage limits or otherwise allow the Company to accept or Process more Solid Waste at the Facility as is permitted under the Permits in effect as of the Execution Date.

Section 13.2 Supplemental Waste. The Company shall only accept Acceptable Waste and Supplemental Waste at the Facility. For purposes of this Agreement, the term “Supplemental Waste” means Solid Waste which requires special handling as listed on Schedule 5.

Section 13.3 Facility Operations. Subject to the more specific requirements and exceptions set forth in this Agreement, the Company shall: (a) provide continuous operation and maintenance of the Facility; (b) subject to the provisions of Sections 3.2(a), 9.1 and 10.1,

receive, accept and Process all Acceptable Waste delivered by or on behalf of the Jurisdictions at the Facility; (c) manage, operate and maintain the Facility in accordance with Good Engineering Practice and in compliance with all Applicable Laws and applicable industry standards and will maintain the Facility and the Facility Site in a clean, neat, and orderly and litter free condition; (d) maintain the Facility Site, including roads, grounds and other appurtenances in good repair and in a neat, orderly and litter-free condition; (e) operate, maintain, repair and replace radiation detection equipment and systems in existence at the Facility to comply with the more stringent of (i) the standards and requirements set forth on Schedule 7 or (ii) Applicable Law; and (f) operate, maintain, repair and replace the Facility and all its appurtenances as necessary and appropriate to satisfy its obligations pursuant to this Agreement and in accordance with Good Engineering Practice. Unless otherwise expressly provided for herein, the Company shall be solely responsible, at its sole cost and expense, for all means, methods, techniques, sequences, procedures and safety programs in connection with the performance of its obligations hereunder. The Company shall have the exclusive right to contract with all other haulers (other than with haulers who collect Acceptable Waste within the City or County by or on behalf of the Jurisdiction(s)) and Governmental Authorities (other than the Jurisdictions or arrangements or contracts (whether oral or written) between the Jurisdiction(s) with governmental agencies or units in effect as of the Execution Date) in delivering Acceptable Waste to the Facility.

Section 13.4. Community Outreach. During the Term, the Company shall continue to maintain its community outreach programs that are reasonably equivalent to or better than the Company's community outreach programs in effect on the Execution Date.

Section 13.5 Meetings with the Jurisdictions; Access to the Facility; Inspection and Reporting.

(a) Meetings with the Jurisdictions. If requested by the Jurisdictions, the Company shall hold monthly meetings with the Jurisdictions and such other Persons requested by the Jurisdictions at the Facility or such other place specified by the Jurisdictions within the City or the County.

(b) Access to the Facility. The Company shall provide the Jurisdictions and their respective representatives and agents (subject to the execution by such representatives and agents of the Confidentiality Agreement) upon reasonable notice and with the full cooperation of the Company, access to and rights to visit and conduct a site review of the Facility and the Facility Site during normal business hours for any reason, including to conduct a review of the Facility as has historically been conducted by the Jurisdictions' consulting engineer(s) during the three (3) year period immediately preceding the Execution Date.

(c) Monthly Reporting. On or before the tenth (10th) day of each Billing Month, the Company shall deliver the Monthly Report to each Jurisdiction in as many copies as reasonably requested by either of them. At the request of any Jurisdiction, or both, the Company shall supply the data and information contained in the Monthly Report in an electronic format acceptable to such requesting Party.

(d) Tours. The Company shall schedule and provide tours of the Facility and Facility Site upon reasonable notice by any Jurisdiction; provided, however, subject to Section 13.8, no such tours of the Facility and the Facility Site may include any direct competitors of the Company. Any Jurisdiction may schedule as many tours as desired upon reasonable notice to the Company, provided that any such tours shall not unreasonably interfere with Facility operations or construction of capital projects being constructed. Literature describing the Facility and its operation, if provided by a Jurisdiction, shall be distributed by the Company and its representatives during the tour and to the general public. The Company shall also secure, maintain and supply a sufficient number of clean hardhats and safety glasses for use by tour groups when touring the Facility and the Facility Site. The Company shall replace such hardhats and safety glasses as appropriate in order to maintain good public relations.

Section 13.6 Jurisdiction-Requested Improvements. The Company shall make capital improvements to the Facility requested by the Jurisdictions and agreed to by the Company. At the Jurisdictions' request, the Company will pay or finance the cost of such improvements (including without limitation the cost of financing, overhead and reasonable profit), which improvements shall be agreed upon by the Company and the Jurisdictions prior to implementation of the capital improvement and the Jurisdictions will reimburse the Company for the agreed upon cost of the improvement in equal annual installments, based upon the useful life of the equipment or improvement installed, or as otherwise agreed to by the Parties. If the entire amount of the cost of a capital improvement requested pursuant to this Section 13.6 is not paid by the later to occur of (i) the last day of the Term, or (ii) the last date of the Site Lease, the Jurisdictions shall pay the Company the remaining amount within sixty (60) days following expiration of such applicable date. The Jurisdictions shall retain the option to finance the agreed upon improvement, provided that the plan of financing is reasonably acceptable to the Company.

Section 13.7 Transfer of Facility Documentation Upon Termination or Expiration of the Site Lease. In the event that the Site Lease is terminated or expires at the end of the Site Lease Term, the Company shall, at least thirty (30) days prior to the expiration of the Site Lease Term or, as applicable, no later than one week following the Jurisdictions' notice of termination to the Company following an Event of Default by the Company under the Site Lease, deliver to the Jurisdictions' copies of all Facility drawings, equipment operation and maintenance manuals and other manuals, reports, as-built drawings, specifications, maps, photographs and permits and permit applications. This Section 13.7 shall survive the earlier termination or expiration of this Agreement for a period of one (1) year following expiration of the Site Lease Term.

Section 13.8 Tours and Operations Transition. On and after the occurrence of an Event of Default by the Company, or, as applicable, at least fifteen (15) months prior to the expiration of the Term, the Company shall (a) fully cooperate with the Jurisdictions in providing access to the Facility and Facility Site to potential subsequent operator(s) of the Facility to tour and visually observe the Facility and the Facility Site (both inside and outside the Facility) as often as may be reasonably requested by the Jurisdictions, provided that such access to the Facility and the Facility Site shall not unreasonably interfere with the Company's operation and maintenance of the Facility, and (b) subject to any non-compete agreement between the Company and the applicable supervisor or manager, not restrict its managers performing services at the Facility from being fully available to the Jurisdictions or potential successor operator for employment or

attempted employment by the Jurisdictions or potential successor operators if the Site Lease is terminated or will expire or has expired. The Company shall not restrict Facility personnel from meeting with the Jurisdictions after work hours or any potential successor operator, or, subject to any non-compete agreements between the Company and the applicable supervisor or manager, interfere with their acceptance of offers of employment by the City, the County or any potential successor operator(s) during such periods. The Company agrees that the Jurisdictions shall be permitted to provide to any potential subsequent operator(s) any and all information provided to the Jurisdictions by the Company for the Monthly Report(s) or otherwise obtained by the Jurisdictions. This Section 13.8 shall survive the earlier termination or expiration of this Agreement for a period of one (1) year following expiration of the Site Lease Term.

ARTICLE 14 Miscellaneous.

Section 14.1 Governing Law. The laws of the Commonwealth of Virginia (excluding the conflicts of law principles thereof) shall govern the validity, interpretation, construction and performance of this Agreement.

Section 14.2 Consent of Jurisdiction. Each Party, by execution of this Agreement, (a) hereby irrevocably submits to the exclusive jurisdiction of the Alexandria Circuit Court, the Arlington Circuit Court and the United States District Court for the Eastern District of Virginia for the purpose of any action arising out of or based upon this Agreement or relating to the subject matter hereof or thereof or the transactions contemplated hereby or thereby, (b) hereby waives, and agrees to cause each of their respective Affiliates to waive, to the extent not prohibited by Applicable Law, and agrees not to assert, and agrees not to allow any of their respective Affiliates to assert, by way of motion, as a defense or otherwise, in any such action, any claim that such party is not subject personally to the jurisdiction of the above-named courts, that such party's property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that this Agreement, or the subject matter hereof or thereof, may not be enforced in or by such court, and (c) hereby agrees not to commence or to permit any of their respective affiliates to commence any action arising out of or based upon this Agreement or relating to the subject matter hereof or thereof other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action to any court other than one of the above-named courts whether on the grounds of inconvenient forum or otherwise. Each party hereby consents to service of process in any such proceeding in any manner permitted by the Commonwealth of Virginia and agrees that service of process by registered or certified mail, return receipt requested, at the address specified pursuant to Section 14.7 hereof is reasonably calculated to give actual notice.

Section 14.3 Entire Agreement. Except for the Site Lease, Operating Lease and Power Purchase Agreement, this Agreement merges and supersedes all prior negotiations, representations and agreements among the Parties. This Agreement constitutes the entire agreement among the Parties in respect of the subject matter hereof.

Section 14.4 Waiver. No delay in exercising or failure to exercise any right or remedy accruing to or in favor of any Party hereunder shall impair any such right or remedy or constitute

a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the parties hereto.

Section 14.5 Modifications. This Agreement may not be modified or amended except in writing and signed by or on behalf of both parties by their duly authorized officers.

Section 14.6 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

Section 14.7 Notices. All written notices, consents, reports and other documents required or permitted under this Agreement shall be in writing and shall be deemed to have been given when (a) delivered by hand or nationally recognized commercial courier service, (b) deposited in the mails, postage prepaid, registered or certified mail, return receipt requested, or (c) sent by electronic mail to the Party to whom notice is being given at its electronic mail address set forth below (with follow up copy sent by any of the aforesaid means). Any Party may change its address by written notice similarly given.

If to the City:

City of Alexandria, Virginia
City Hall
301 King Street
Alexandria, Virginia 22313
Attention: City Manager
Email: rashad.young@alexandriava.gov

With a copy to (which shall not constitute notice):

City of Alexandria, Virginia
City Hall
301 King Street
Alexandria, Virginia 22313
Attention: Director of Transportation and Environmental Services
Email: rich.baier@alexandriava.gov

With a copy to (which shall not constitute notice):

City of Alexandria, Virginia
City Hall
301 King Street
Alexandria, Virginia 22313
Attention: City Attorney
Email: james.banks@alexandriava.gov

If to the County:

Arlington County, Virginia
2100 Clarendon Boulevard
Arlington, Virginia 22201
Attention: Director, Department of Environmental Services
Email: des@arlingtonva.us

With a copy to (which shall not constitute notice):

Arlington County, Virginia
2100 Clarendon Boulevard
Arlington, Virginia 22201
Attention: County Manager
Email: countymanager@arlingtonva.us

With a copy to (which shall not constitute notice):

Arlington County, Virginia
2100 Clarendon Boulevard, Ste 403
Arlington, Virginia 22201
Attention: County Attorney
Email: cao@arlingtonva.us

If to the Company:

Covanta Alexandria/Arlington, Inc.
c/o Covanta Energy Corporation
445 South Street
Morristown, New Jersey 07960
Attention: Timothy J. Simpson, General Counsel
Email: tsimpson@covantaenergy.com

Section 14.8 Further Actions. Each Party shall, at its own cost and expense, execute any and all certificates, documents and other instruments, and take such other further actions as may be reasonably necessary to give effect to the terms of this Agreement.

Section 14.9 Counterparts. This Agreement may be executed in several counterparts, any one of which shall be considered to be an original hereof for all purposes.

Section 14.10 Severability. In the event that any of the provisions, portions, or applications of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, portions, or applications thereof shall not be affected thereby.

Section 14.11 Rights of Third Parties. Nothing in this Agreement is intended to confer any right on any person other than the parties to it and their respective successors and assigns nor is anything in this Agreement intended to modify or discharge the obligation or liability of any third person to any Party or give any third person any right of subrogation or action over or against any Party to this Agreement.

Section 14.12 Assignment. This Agreement shall not be assigned by the Company without the prior written consent of the Jurisdictions and the Company shall not enter into any contractual agreement with a third party for the delegation to such third party of performance obligations of the Company of any part of this Agreement without the prior written consent of the Jurisdictions, which consent may be withheld by each Jurisdiction in its sole discretion; provided, however, the Company may, without such consent, assign its interest and obligations hereunder to (a) a Person acquiring all or substantially all of the business and assets of the Company by merger, consolidation, transfer of assets or otherwise or (b) an Affiliate. Any other assignment of this Agreement by the Company without the express written consent and approval of the Jurisdictions, except as expressly recognized herein, shall be null and void at inception. Each Jurisdiction may assign this Agreement without the prior written consent of the Company to a successor by merger or consolidation or a validly constituted agency or authority of the Commonwealth of Virginia, a duly created municipal corporation or authority or similar entity created by the City, the County or by Virginia legislation.

Section 14.13 Headings for Convenience. The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

Section 14.14 Liability of Officers and Employees. No member of the City Council or County Board, nor any director, officer, agent, consultant, trustee, representative or employee of any Jurisdiction or the Company shall be charged personally by the other or held contractually liable thereto under any term or provision of this Agreement, because of any Party's execution or attempted execution or because of any breach or alleged breach thereof; provided, however, that all Persons remain responsible for any of their own criminal actions.

Section 14.15 Pledge of Credit. The Company shall not pledge the City's or the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Company further warrants and represents that it has no obligation or indebtedness that would materially impair its ability to fulfill the terms of this Agreement. This Agreement shall not constitute a pledge of the full faith and credit of the City or the County in violation of Section 10 of Article X of the Constitution of Virginia or a bond or debt of the City or the County within the meaning of Section 10 of Article VII of the Constitution of Virginia.

Section 14.16 Specific Performance. If there is an Event of Default on the part of the Company pursuant to Section 10.3 or if the Company is in breach of its obligations under the Agreement, then the Parties agree that specific performance is an appropriate remedy and the Jurisdictions shall have the right of injunctive relief giving effect to their rights under this Agreement, in addition to any and all other rights and remedies provided hereunder. The Parties

agree that since, inter alia, the Facility is critical to the Jurisdictions' solid waste management plans and, in the interest of public health and safety, the Company's continuing and uninterrupted acceptance and Processing of the Jurisdictions' Acceptable Waste at the Facility throughout the Term is a fundamental obligation of the Company, and such obligations of the Company serve as the basis upon which the Jurisdictions are entering into this Agreement to enable the Jurisdictions to provide for the disposal of Acceptable Waste generated in the Jurisdictions without landfilling. Accordingly, the Parties acknowledge and agree that (a) any such Event of Default or breach by the Company of any of its obligations under this Agreement would cause irreparable injury to the Jurisdictions, (b) the remedies at law for any such Event of Default or breach, including monetary damages, are inadequate compensation for the Jurisdictions, (c) the Company's continued and uninterrupted accepting and Processing of the Jurisdictions' Acceptable Waste at the Facility is in the best interest of the public, and (d) any defense that a remedy at law would be adequate to compensate the Jurisdictions for an Event of Default by the Company is waived by the Company in any action for specific performance.

[Signature Page Follows]

16375137_12.DOC

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

CITY OF ALEXANDRIA, VIRGINIA

By: Jaqueline Henderson
Name: Jaqueline Henderson
Title: City Clerk / Clerk of Council

By: Rashad M. Young
Name: Rashad M. Young
Title: City Manager

[seal]

APPROVED AS TO FORM:

ATTEST:

DEPUTY CITY ATTORNEY

ARLINGTON COUNTY, VIRGINIA

By: _____
Name: _____
Title: _____

[seal]

By: _____
Name: _____
Title: _____

ATTEST:

COVANTA ALEXANDRIA/ARLINGTON, INC.

By: Patricia Collins
Name: Patricia Collins
Title: VP + Assistant Secretary

[seal]

By: Paul Estlander
Name: Paul Estlander
Title: Sr VP

[Signature Page to Waste Disposal and Service Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST:

CITY OF ALEXANDRIA, VIRGINIA

By: _____
Name: _____
Title: _____
[seal]

By: _____
Name: _____
Title: _____

ATTEST:

ARLINGTON COUNTY, VIRGINIA

By: Mark J. Schwartz
Name: Mark J. Schwartz
Title: Deputy County Manager
[seal]

By: Barbara M. Donnellan
Name: Barbara M. Donnellan
Title: County Manager

ATTEST:

COVANTA ALEXANDRIA/ARLINGTON, INC.

By: Patricia Collins
Name: Patricia Collins
Title: VP + Assistant Secretary
[seal]

By: Paul E. Stauder
Name: Paul E. Stauder
Title: Dr. VP

[Signature Page to Waste Disposal and Service Agreement]

LIST OF SCHEDULES AND EXHIBITS

Schedules

| | |
|------------|--|
| Schedule 1 | Initial Delivery Schedule |
| Schedule 2 | Base Tipping Fee, Excess Tonnage Tip Fee and Adjustment Factor |
| Schedule 3 | Form of Company Invoice |
| Schedule 4 | Unacceptable Waste Definition |
| Schedule 5 | Supplemental Waste Definition |
| Schedule 6 | Monthly Reports |
| Schedule 7 | Radiation Detection Standards and Requirements |
| Schedule 8 | Monthly Shortfall Fee and Most Favored Nation Calculation Examples |

Exhibits

| | |
|-------------|-------------------------------------|
| Exhibit A | Amendment to Site Lease |
| Exhibit B | Amendment to Operating Lease |
| Exhibit C-1 | Hauler Rules and Regulations |
| Exhibit C-2 | Vehicle Identification Procedure |
| Exhibit C-3 | Resident Area Rules and Regulations |
| Exhibit D | Guaranty |
| Exhibit E | Form of Confidentiality Agreement |

Schedule 1*

Initial Delivery Schedule

| Month | Minimum Monthly Tonnage | Excess Monthly Tonnage |
|-------|----------------------------|---------------------------|
| Jul | 4,330.00 | 6,560.00 |
| Aug | 4,200.00 | 5,890.00 |
| Sep | 4,370.00 | 6,020.00 |
| Oct | 4,170.00 | 5,890.00 |
| Nov | 4,100.00 | 5,300.00 |
| Dec | 3,790.00 | 5,500.00 |
| Jan | 3,320.00 | 4,650.00 |
| Feb | 2,610.00 | 3,930.00 |
| Mar | 4,060.00 | 5,940.00 |
| Apr | 5,230.00 | 6,820.00 |
| May | 4,900.00 | 6,780.00 |
| Jun | 4,920.00 | 6,720.00 |
| Total | 50,000.00 | 70,000.00 |

* This Schedule 1 may be amended by the Jurisdictions in their sole and absolute discretion, pursuant to and in accordance with the terms of Section 2.2 of the Waste Disposal and Service Agreement. During the Initial Term and, if applicable, the Renewal Term (but in no event during the Extended Term), as adjusted in accordance with the terms of Section 2.2, the “Minimum Annual Tonnage” shall be the sum of the Minimum Monthly Tonnages reflected in this Schedule 1 and the “Excess Annual Tonnage Threshold” shall be the sum of the Excess Monthly Tonnages reflected in this Schedule 1. During the Extended Term, the “Minimum Annual Tonnage” shall be equal to zero and the “Excess Annual Tonnage Threshold” shall be determined in accordance with Section 2.2(c).

Schedule 2

Base Tipping Fee, Excess Tonnage Tip Fee and Adjustment Factor

| Term | Contract | Start | End | Base | Excess Tonnage |
|-----------------|----------|-----------|------------|---------|--------------------|
| | Year | | | Tipping | Tip |
| | "n" | | | Fee | Fee ^(a) |
| Initial | 0 | 1/1/2013 | 6/30/2013 | \$42.00 | \$5.00 |
| Term | 1 | 7/1/2013 | 6/30/2014 | \$43.16 | \$5.14 |
| | 2 | 7/1/2014 | 6/30/2015 | \$44.34 | \$5.28 |
| | 3 | 7/1/2015 | 6/30/2016 | \$45.56 | \$5.42 |
| | 4 | 7/1/2016 | 6/30/2017 | \$46.81 | \$5.57 |
| | 5 | 7/1/2017 | 6/30/2018 | \$48.10 | \$5.73 |
| | 6 | 7/1/2018 | 6/30/2019 | \$49.42 | \$5.88 |
| Renewal | 7 | 7/1/2019 | 6/30/2020 | \$60.46 | \$6.05 |
| Term | 8 | 7/1/2020 | 6/30/2021 | \$62.12 | \$6.21 |
| | 9 | 7/1/2021 | 6/30/2022 | \$63.83 | \$6.38 |
| | 10 | 7/1/2022 | 6/30/2023 | \$65.59 | \$6.56 |
| | 11 | 7/1/2023 | 6/30/2024 | \$67.39 | \$6.74 |
| | 12 | 7/1/2024 | 6/30/2025 | \$69.24 | \$6.92 |
| | 13 | 7/1/2025 | 9/30/2025 | \$71.14 | \$7.11 |
| Extended | 13 | 10/1/2025 | 6/30/2026 | \$0.00 | \$7.11 + EOBTF |
| Term | 14 | 7/1/2026 | 6/30/2027 | \$0.00 | \$7.31 + EOBTF |
| | 15 | 7/1/2027 | 6/30/2028 | \$0.00 | \$7.51 + EOBTF |
| | 16 | 7/1/2028 | 6/30/2029 | \$0.00 | \$7.72 + EOBTF |
| | 17 | 7/1/2029 | 6/30/2030 | \$0.00 | \$7.93 + EOBTF |
| | 18 | 7/1/2030 | 6/30/2031 | \$0.00 | \$8.15 + EOBTF |
| | 19 | 7/1/2031 | 6/30/2032 | \$0.00 | \$8.37 + EOBTF |
| | 20 | 7/1/2032 | 6/30/2033 | \$0.00 | \$8.60 + EOBTF |
| | 21 | 7/1/2033 | 6/30/2034 | \$0.00 | \$8.84 + EOBTF |
| | 22 | 7/1/2034 | 6/30/2035 | \$0.00 | \$9.08 + EOBTF |
| | 23 | 7/1/2035 | 6/30/2036 | \$0.00 | \$9.33 + EOBTF |
| | 24 | 7/1/2036 | 6/30/2037 | \$0.00 | \$9.59 + EOBTF |
| | 25 | 7/1/2037 | 6/30/2038 | \$0.00 | \$9.85 + EOBTF |
| | 26 | 7/1/2038 | 12/31/2038 | \$0.00 | \$10.12 + EOBTF |

(a) "EOBTF" equals the Base Tipping Fee in effect in the Contract Year in which the Jurisdictions exercised the Extension Option, without escalation or adjustment throughout the Extended Term.

The "Adjustment Factor" for Contract Year "n" (see the table above for values of "n") is equal to:

$$AF_n = (1.0275)^n.$$

Schedule 3

Form of Company Invoice

[Attached]

Example - Contract Year Beginning July 1, 2013 and Ending June 30, 2014 - Invoice YTD Summary

February 15, 2014

Page 1 of 2

| | City of Alexandria YTD XX | Arlington County YTD XX | Jurisdictions Totals YTD XX | Units |
|--|------------------------------|----------------------------|-----------------------------------|----------------------------|
| Cumulative Tons Delivered Contract Year (YTD) | 13,016.98 | 20,705.24 | 33,722.22 | tons of Acceptable Waste |
| Cumulative Minimum Monthly Tonnage per Delivery Schedule (YTD) | - | - | 28,280.00 | tons of Acceptable Waste |
| Cumulative Excess Monthly Tonnage Threshold (YTD) | - | - | 39,810.00 | tons of Acceptable Waste |
| Cumulative Tonnage Shortfall, if any (YTD) | - | - | | 0 tons of Acceptable Waste |
| Prior Amount Invoiced - Contract Year YY - YTD | 426,175.02 | 678,641.28 | 1,104,816.30 | |
| Amount Invoiced this Month | 53,348.57 | 84,524.62 | 137,873.19 | |
| Cumulative Amount Invoiced - Contract Year YY - YTD | 479,523.59 | 763,165.90 | 1,242,689.49 | |
| Total Amount Paid - Contract Year YY - YTD | (426,175.02) | (678,641.28) | (1,104,816.30) | |
| Amount Due (Amt Invoice - Amt Paid) | 53,348.57 | 84,524.62 | 137,873.19 | |

Example - Monthly Invoice for January 2014

February 15, 2014

Page 2 of 2

| | City of Alexandria Month XX | Arlington County Month XX | Jurisdictions Totals Month XX | Units |
|---|--------------------------------|------------------------------|-------------------------------------|----------------------------|
| 1 Monthly Disposal Fee (Sec. 4.3) | | | | |
| 2 Tons Delivered | 1,498.74 | 2,374.58 | 3,873.32 | tons of Acceptable Waste |
| 3 Base Tipping Fee ^(a) | \$42.00 | \$42.00 | \$42.00 | \$/ton Acceptable Waste |
| 4 Monthly Disposal Fee Subtotal (multiply line 2 by line 3) | \$62,947.08 | \$99,732.36 | 162,679.44 | \$/month |
| 5 | | | | |
| 6 Residue Disposal Credit (Sec. 4.4) | | | | |
| 7 Maximum per ton of Residue Credit ^(b) | - | - | \$5.50 | \$/Ton of Residue |
| 8 50% to Base Tipping Fee | - | - | \$21.00 | \$/Ton of Residue |
| 9 Per ton gate fee at the Lorton Landfill | - | - | \$17.50 | \$/Ton of Residue |
| 10 Positive difference, if any, between lines 8 and 9 | - | - | \$3.50 | \$/Ton of Residue |
| 11 Minimum of line 7 or 10 | - | - | \$3.50 | \$/Ton of Residue |
| 12 Tons of Residue to Lorton Landfill | - | - | 7,087.50 | tons Residue |
| 13 Residue Disposal Credit (multiply line 11 by line 12) ^(c) | (\$9,598.51) | (\$15,207.74) | (\$24,806.25) | \$/month |
| 14 | | | | |
| 15 Change in Law Charge ^(d) | | | | |
| 16 Per ton debit pursuant to Section 4.5(b) | \$0.00 | \$0.00 | \$0.00 | \$/ton Acceptable Waste |
| 17 Per ton credit pursuant to Section 4.5(c) | \$0.00 | \$0.00 | \$0.00 | \$/ton Acceptable Waste |
| 18 Net debit or credit (sum of lines 16 and 17) | \$0.00 | \$0.00 | \$0.00 | \$/ton Acceptable Waste |
| 19 Change in Law Charge (line 18 multiplied by line 2) ^(e) | \$0.00 | \$0.00 | \$0.00 | \$/month |
| 20 Monthly Shortfall Fee (Sec. 4.6(a)) | | | | |
| 21 Minimum Monthly Tonnage per Delivery Schedule | - | - | 3,320.00 | tons of Acceptable Waste |
| 22 20% of Minimum Monthly Tonnage | - | - | 664.00 | tons of Acceptable Waste |
| 23 Monthly Shortfall (positive difference, if any between line 21 and line 2) | - | - | 0.00 | tons of Acceptable Waste |
| 24 If line 23 is greater than line 22, then insert line 23, otherwise insert zero | - | - | 0.00 | tons of Acceptable Waste |
| 25 Sum of Base Tipping Fee and Change in Law Charge | - | - | \$42.00 | \$/ton of Acceptable Waste |
| 26 Monthly Shortfall Fee, if any (line 24 multiplied by line 25) ^(c) | \$0.00 | \$0.00 | \$0.00 | \$/month |
| 27 | | | | |
| 28 Acceptance Fee (sum of lines 4, 13, 19, and 26) | 53,348.57 | 84,524.62 | 137,873.19 | \$/month |

(a) See Schedule 2

(b) Maximum per ton of Residue Credit is \$5.50/ton of Residue during the Initial Term and \$9.50/ton of Residue during the Renewal Term

(c) Allocation to City and County based on tonnage

(d) Backup calculations and data are attached

(e) This may be a positive or negative number

Schedule 4

Unacceptable Waste Definition

Unacceptable Waste shall include the materials (A) if present in concentrations or quantities that, in the reasonable judgment of the Company, (1) would pose a substantial threat to public health or safety, (2) may cause applicable air quality or water effluent standards to be violated by the normal operation of the Facility, or (3) have a reasonable possibility of adversely affecting the operation of the Facility in any material respect, and (B) if the concentrations or quantities exceed those normally found in Solid Waste generated in residential, commercial or light industrial areas. No material shall constitute Unacceptable Waste unless it is listed on this Schedule 4 (Unacceptable Waste) or the Company has notified the Jurisdictions in writing that the material constitutes Unacceptable Waste and the Jurisdictions agree in writing to add such material to this Schedule 4 in accordance with Section I below.

A. Explosives

Dynamite
Hand grenades
Blasting caps
Shotgun shells
Any other explosives
Fireworks

B. Liquid Wastes

| | |
|------------|---------------------------------|
| Gasoline | Alcohol |
| Kerosene | Acids |
| Turpentine | Hydraulic oil |
| Waste oil | Petroleum |
| Ether | Caustics |
| Naphtha | Sewage or process wastewaters |
| Acetate | Leachate |
| Solvents | Sewage sludge |
| Paints | Inflammable or volatile liquids |
| Fungicides | Insecticides |

C. Demolition Debris

Aggregate
Brick
Stone
Cement
Gravel
Sand
Porcelain

Structural clay products
Soil
Asbestos
Cement roofing materials
Materials that cannot be shredded at the Facility
Plaster
Creosote treated lumber or telephone poles
Drywall
Other noncombustible demolition debris

D. Miscellaneous Materials

Offal
Tar
Asphalt
Sealed drums
Pressurized containers
Batteries
Automobile parts
Tree stumps
Tree limbs or logs greater than 4 to 6-feet in length & 6" to 8 " in diameter (thickness)

E. Tires

Tires mounted on rims
Tires whose rims exceed 16 ½"

F. Pathological or Infectious Waste (Medical Waste)

G. Hazardous Waste -- As defined under federal, Virginia and local laws and regulations

H. White Goods items containing ozone depleting substances such as Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs) with common names such as "Freon" and Refrigerants ("R-12"). These white goods include:

| | |
|--|---------------|
| Refrigerators | Water coolers |
| Freezers | Dehumidifiers |
| Ice makers | |
| Air conditioners (window, motor vehicle, other type) | |

Note: Loads whose major components are acceptable non-combustible metal items ("white goods") must off-load to the Facility's metal box as directed by the Covanta tipping floor attendant. "White goods" items to be directed to the metal box include, but are not limited to:

appliances, water heaters, metal furniture and equipment, etc.

Haulers who transport appliances with motors that may have capacitors containing PCBs may be required, at the discretion of CAAI, to certify that these capacitors have been removed before disposal.

- I. Upon the written request of the Company, the Jurisdictions shall consider in good faith any information concerning materials that the Company, proposes be classified as Unacceptable Waste. The Parties to the Agreement may by mutual written agreement add additional items to this Schedule 4 (Unacceptable Waste).

Schedule 5

Supplemental Waste Definition

“Supplemental Waste” means waste, other than Hazardous Waste, which requires special handling and is received at the Facility from generators and suppliers according to contracts negotiated and entered into solely between the Company or its authorized agent and said generators and suppliers and / or representatives, including, but not limited to, the following:

- i. Items suitable for human, plant, or animal use, consumption and / or application whose shelf-life has expired or which the generator wishes to remove from the market and wishes to ensure proper destruction, including but not limited to off-specification or expired consumer-packaged products and pharmaceuticals, returned goods and controlled substances.
- ii. Consumer-packaged products intended for human or animal use and / or application but not consumption.
- iii. Materials generated in the manufacture of items in the categories above that are or contain commercially useless (i.e. expired, rejected or spent) or finished products not yet formed or packaged for commercial distribution.
- iv. Packaging materials, natural and synthetic fibers, clothing, floor coverings of all types, fabric remnants and empty containers (including but not limited to items such as aprons, gloves, floor sweepings and paints).
- v. Waste materials that contain oil from routine clean-up of industrial or commercial establishments and machinery (such as non-tern or specialty filters) or the oil-contaminated materials used in the clean-up of spills of used or virgin petroleum products in transit or storage, and which are liquid-free (including but not limited to items such as rags, lint's and absorbent materials).
- vi. Waste materials generated by manufacturing, industrial, commercial or agricultural activities.
- vii. Confidential documents (including but not limited to business records, lottery tickets, event tickets and microfilm).
- viii. Contraband which may be disposed of at the request of appropriately authorized local, state, or federal governmental agencies.
- ix. Waste materials originating at airports, seaports or other locations and regulated for disposal by the United State Department of Agriculture.

In the event the Company wishes to dispose of Supplemental Waste not specifically listed in this definition, the Company shall first obtain the prior written approval of the Public Works Official for each Jurisdiction that such waste falls within the definition of Supplemental Waste herein. Such written approval shall be given or withheld within 72 hours following receipt by the Jurisdictions of a Company's written request therefore, and shall not be unreasonably withheld or delayed.

Schedule 6
Monthly Reports

- Production & Performance Summary
 - 1. Production
 - Refuse Received (Tons)
 - Refuse Processed (Tons)
 - Refuse Bypassed (Tons)
 - Supplemental Waste (Tons)
 - Refuse Transferred (Tons)
 - Ash (Tons)
 - Ferrous (Tons)
 - Steam (klbs)
 - Gross Electrical Generation
 - Net Electrical Generation
 - 2. Utilities Usage
 - In-Plant Power (MWH)
 - Purchased Power (MWH)
 - Auxiliary Fuel Oil (kgals)
 - Waste Water (kgals)
 - Boiler Make-up (kgals)
 - Pebble Lime (Tons)
 - Dolomitic Lime (Tons)
 - Ammonia (klbs)
 - Carbon (Tons)
 - 3. Performance
 - Refuse HHV (Btu/lb)
 - Refuse Processed (Reference Tons)
 - Gross Energy (KWH/Ref Ton)
 - In-Plant Electricity (KWH/Ref Ton)
- HHV Calculation Sheet
 - 1. Data Inputs
 - Refuse Processed (Tons)
 - Total Operating Time – All Units (Hours)
 - Boiler No. 1 Steam Production (klbs)
 - Boiler No. 2 Steam Production (klbs)
 - Boiler No. 3 Steam Production (klbs)
 - Boiler No. 1 Steam Temperature (°F)
 - Boiler No. 2 Steam Temperature (°F)
 - Boiler No. 3 Steam Temperature (°F)
 - Boiler No. 1 Steam Pressure (°F)
 - Boiler No. 2 Steam Pressure (°F)
 - Boiler No. 3 Steam Pressure (°F)
 - Boiler Feedwater Temperature (Average °F)

- Boiler No. 1 Economizer Exit Gas Temperature (Average °F)
 - Boiler No. 2 Economizer Exit Gas Temperature (Average °F)
 - Boiler No. 3 Economizer Exit Gas Temperature (Average °F)
 - Auxiliary Fuel Usage (kgals)
- 2. Enthalpies
 - Main Steam (Btu/lb)
 - Feedwater (Btu/lb)
- 3. Calculations
 - Percent Excess Air from Percent O₂ (%)
 - Total Boiler Steam Heat Output (Btu)
 - Reference Steam Production due to Auxiliary Fuel (lbs)
 - Reference Total Steam Production from Refuse (lbs)
 - Specific Steam Ratio (lb steam/reference lb fired)
 - HHV Raw Database Curve (Btu/lb)
- 4. Adjustments
 - Economizer Gas Temperature (Btu/lb)
 - Heated Combustion Air Temperature (Btu/lb)
 - Ambient Air Temperature (Btu/lb)
 - Excess Air (Btu/lb)
 - Subtotal of Adjustments (Btu/lb)
 - Net HHV (Btu/lb)
- 5. Total Heat Input (mmBtu/Hr/Unit)
 - Percent of M.C.R.
- 6. Estimated Boiler Efficiency
- Monthly Production Report (Daily Breakdown)
 1. Waste Received (Tons)
 2. Boiler No. 1 Processed Tonnage
 3. Boiler No. 2 Processed Tonnage
 4. Boiler No. 3 Processed Tonnage
 5. Total Processed Tonnage
 6. Measured Pit Inventory (Tons)
 7. Ferrous Recovery (Tons)
 8. Ash Shipped (Tons)
 9. Waste Rejected (Tons)
 10. Boiler No. 1 Steam Production (Tons)
 11. Boiler No. 2 Steam Production (Tons)
 12. Boiler No. 3 Steam Production (Tons)
 13. Make-up Water (gallons)
 14. Gross Turbine Generator No. 1 Output (kWhrs)
 15. Gross Turbine Generator No. 2 Output (kWhrs)
 16. On-peak Power Sold (kWhrs)
 17. Off-peak Power Sold (kWhrs)
 18. Total Power Sold (kWhrs)
 19. On-Peak Power Used (kWhrs)
 20. Off-Peak Power Used (kWhrs)
 21. Total Power Used (kWhrs)

22. Total Power Purchased (kWhrs)

- Tipping Floor Inspection Summary with Notices of Violation Issued
- Jurisdictional & Spot Waste Quantity Report
- Jurisdictional Breakdown Report
- Cooling Tower Makeup Quantity
- Boiler Availability Report
- Turbine Availability Report
- Facility Downtime & Projects Report
 1. Downtime Summary
 2. Work Order Summary
 3. Mechanical Repair Summary
 4. Electrical & Instrumentation Repair Summary
 5. CEMS System Repair Summary
 6. Summary of Environmental Activities (Significant Events, Documentation of Recordable/Recordable Excused/Notices of Violation, etc.)
 7. Ash pH Testing Levels
 8. Summary of Peak Power Performance
 9. Summary of Safety Events (OSHA Recordable Incidents, Safety Themes, etc.)
- Boiler Gas Temperature Reports
- Training Reports
- Monthly CEMS Data for All Boilers
 1. Steam Flow (klbs/hr)
 2. Sulfur Dioxide (SO₂) Economizer Outlet (ppmc)
 3. Sulfur Dioxide (SO₂) Stack Inlet (ppm)
 4. Carbon Monoxide (CO) Stack Inlet (ppm)
 5. Nitrogen Oxides (NO_x) Stack Inlet (ppm)
 6. Opacity (%)
 7. Fabric Filter Inlet Temperature (°F)
 8. Carbon Injection Rate (lbs/hr)
 9. Lime Flow (gal/min)
- Stack Testing Results (Annually)
- Title V Permit Documentation(Semi Annual and Annual Reports to DEQ)
- Characterization of Ash Residue Testing Documentation (TCLP Test Results)

Schedule 7

Radiation Detection Standards and Requirements

[Attached]



RADIATION MONITORING PROCEDURE

Prepared for:

Covanta Alexandria / Arlington, Inc.
5301 Eisenhower Avenue
Alexandria, Virginia 22304

Date: December 2006
Revision: 0

Table of Contents

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| III. | Response to Radiation Alarms | Page 4 |
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Appendices

Appendix A – Alarm Procedure Flowchart

Appendix B - Level Two Response

Appendix C – Radioisotope Library and Classification

Appendix D – Radiation Detection Record

Appendix E – Emergency Contacts

This document establishes the policy and procedure to deal with radiation sources that are detected at the Covanta Alexandria / Arlington Inc. Waste-to-Energy Facility.

PURPOSE

The purpose of this procedure is to establish guidelines for action to be taken when radioactive materials (RAM) are detected at the Covanta Alexandria / Arlington Inc. Waste-to-Energy (WTE) Facility. A description of the characteristics of radiation and particular types of measurement will not be covered in this procedure.

The radiation detectors are sufficiently sensitive to catch very low levels of incoming RAM. The use of these detectors will help assure that non-exempt radioactive wastes will not be managed or disposed of at the Covanta Alexandria / Arlington Inc. WTE. Once identified these loads are subjected to thorough screenings to assure proper management of the radioactive material while maintaining worker and public exposure to radiation levels as low as reasonably achievable.

DETECTION OF RADIATION

The radiation detection system being employed at the Covanta Alexandria Arlington Inc. WTE utilizes Bicron Model LMF-II detectors. The Bicron LFM-II system consists of two (2) sodium iodide scintillation detectors and an associated System Control Unit. Scintillation detectors convert the energy of radiation to a light pulse which are in turn converted into electrons through a photomultiplier tube and measured by the System Control Unit. The LFM-II detectors will detect low, medium and high energy gammas and x-rays, including but not limited to, ^{125}I , $^{99\text{m}}\text{Tc}$, ^{67}Ga , ^{137}Cs , ^{60}Co and ^{226}Ra . Each in-bound weigh scale will be outfitted with radiation detectors to insure all incoming waste is screened for radioactive material. Since these detectors are directional units and designed to monitor the space between them, one pair of detectors will be installed for each scale, one on each side. Radiation will be continually monitored by the LFM-II detectors, whether vehicles are moving, stopped between the detectors or not present at all. Since radiation occurs naturally and is always present, the detectors will continually measure radiation at the site; naturally occurring radiation that is being measured without any external influences shall be termed background radiation. The alarm thresholds for the Bicron LFM-II detectors shall be set to twice the background reading. The baseline background level at the site shall be pre-established to set the proper alarm point.

All incoming vehicles delivering municipal solid waste (MSW) to the facility shall be required to pass through the detection system. Should the detectors measure radiation greater than two times background and alarm, Covanta Alexandria / Arlington, Inc. personnel shall follow the procedure outlined in RESPONSE TO RADIATION ALARMS.

The Radiation Detection System at Covanta Alexandria / Arlington, Inc. will also include the use of a hand held isotope identifier, or multi-channel analyzer (MCA). The MCA being employed will be a Bicron FieldSPEC unit, or equal. This unit is a self-calibrating, hand held unit capable of identifying 72 different radio-nuclides. This handheld unit will be utilized to further isolate and identify the RAM once it has been detected in a vehicle.

RESPONSE TO RADIATION ALARMS

Procedures for the scale entrance detectors are outlined below and in Attachment A – Alarm Procedure Flowchart. In each case there are two Action Levels. Action Level One occurs when a radiation monitor alarm indicates the potential presence of RAM in a waste load. Action Level Two occurs when any of the following conditions are met:

- 2 mrem/hr or higher in the vehicle cab, or
- 50 mrem/hr or higher at 2" from the truck body, or
- 30 μ rem/hr or higher on a wipe of the outside of the vehicle, or
- Identification of a non-medical radioisotope.

If at any time an Action Level Two event is identified the notification process detailed in Appendix B must be followed.

- I. In-Bound Scale House – An ALARM has occurred.
 - A. The Covanta Scale House Attendant shall notify the driver of the vehicle that RAM is suspected in the vehicle. The driver shall be directed to park the vehicle along the side of the entrance road just past the scales, or other designated area, to await further instruction.
 - B. The Scale House Attendant shall identify the vehicle, company and get an identification number and notify the Shift Supervisor and Chief Engineer that RAM is suspected in an in-bound vehicle.
 - C. The Shift Supervisor, Chief Engineer or designee, shall meet the vehicle at the designated area, and notify the driver that RAM has been detected. The driver and/or passengers shall be asked if they have undergone recent medical procedures with radioactive materials. If yes, the driver and/or passenger will be scanned with a hand-held Multi-Channel Analyzer (MCA) to verify the alarm. The vehicle shall also be scanned with the hand-held detector to verify the vehicle is clean and free of radioactive material.

If the driver and/or passenger alarm the MCA and the truck does not, the truck will be permitted to dump and the Radiation Detection Record (see Appendix D) will be completed. If the driver and/or passenger have not undergone recent medical treatments with radioactive materials but still have an elevated reading on the MCA, the driver/passenger will be informed of the finding. If the driver/passenger is not the source, the RAM detection must be validated with a second pass of the vehicle through the detectors.

- D. To validate the detection, the detector must be re-set and the vehicle passed through a second time. If traffic patterns at the in-bound scales prevent an expedient re-test, the vehicle shall by pass other vehicles in line, enter the scale from the exit end or be validated with the MCA. If the alarm is activated a second time or alarms the MCA, the RAM detection shall be considered validated.
- E. If the alarm or MCA is not activated during the validation run, the detector or MCA shall be re-set and the vehicle passed through a third time. If the vehicle makes two successive passes without an alarm, the initial alarm shall be assumed to be false and the vehicle's load shall be processed as MSW and the Radiation Detection Record (see Appendix D) completed. If a detector other than the initially alarmed detector is used to validate the alarm and the alarm is proved false, the vehicle shall be scanned with a hand-held MCA to validate the use of the secondary detector. If the vehicle is found to be free of RAM, it shall be allowed to proceed and the load will be processed as MSW and the Radiation Detection Record (see Appendix D) completed. If the hand-held MCA identifies RAM, proceed to the next step and have the secondary detection system inspected by Covanta Alexandria / Arlington, Inc. personnel and/or a qualified repair organization.
- F. If RAM has been confirmed and the alarm validated, the driver of the vehicle shall be advised that RAM has been detected. The driver shall be directed to park the vehicle along the side of the entrance road just beyond the scales, or other designated area, and move away from the vehicle. The Shift Supervisor, Chief Engineer or designee shall commence a handheld survey with the MCA.
- G. Survey the cab of the truck. If the reading is greater than 2 mrem/hr, proceed to Action Level Two.
- H. Survey the body of the truck at a distance of 2". If the reading is greater than 50 mrem/hr, proceed to Action Level Two.
- I. Wipe the truck surface at the point of the highest radiation reading with a paper towel. Move 50 feet from the vehicle and survey the towel. If the reading is greater than 30 microrem/hour (μ rem/hr) proceed to Action Level Two.
- J. If liquid is observed to be leaking from the truck, evaluate as follows:
 - 1. Determine the background radiation level using a MCA at a distance of 50 feet from the truck (and any liquid);

2. Put on a nitrile glove. Use a paper towel to adsorb a sample of the liquid;
 3. Moving 50 feet from the truck hold the MCA probe as near as possible to the paper towel without touching it;
 4. If the meter indicates three (3) times or greater than background radiation level, contact 911 and follow the direction provided. The City of Alexandria Emergency Communications Center will notify the Commonwealth of Virginia Department of Emergency Management Emergency Operations Center (VEOC). The VEOC will notify the on-duty Hazardous Materials Officer, the Radiation Protection Officer, the Department of Environmental Quality (DEQ) and the Department of Health Bureau of Radiation Health. See Appendix E for Emergency Contacts.
 5. If the measurement is less than three (3) times background radiation level, no further action is required by this procedure with respect to the liquid.
- K. Using a handheld MCA at the location of the highest dose rate on the vehicle identify the isotope present in the load. Save the radioisotope spectrum on the computer. To qualify for acceptance for further processing the identified radioisotope must be:
1. a medical isotope with a half-life less than 65 days (see appendix B), and
 2. less than Action Level Two.
 - a. Less than 2 mrem/hr in the vehicle cab, or
 - b. Less than 50 mrem/hr at 2" from the truck body, or
 - c. Less than 30µrem/hr contamination on the outside of the vehicle.
- L. If these conditions are met, complete the documentation as identified in the Radiation Detection Record (see Appendix D) and permit the truck to dump.
- M. If these conditions are not met, proceed to Action Level Two. The Covanta Alexandria / Arlington, Inc. Facility Manager and/or Chief Engineer shall be notified that unacceptable RAM has been detected and identified. The driver of the vehicle shall also be informed that the vehicle contains unacceptable RAM and the load will not be accepted.
- N. If the vehicle is not authorized to haul RAM, the driver shall be advised that the vehicle cannot leave the site. The driver shall be advised that it is his/her responsibility to properly handle the RAM in accordance with state procedures. The driver shall be advised to contact the generator of the RAM if known. If the driver is not licensed to handle the RAM and refuses to remain on site, the City of Alexandria Police or State of Virginia Police Motor Carrier Division shall be notified and provided with the all information available identifying the vehicle such as make, model, color company name, license plate number, time left and direction in which the vehicle was traveling. This is to insure the driver does not dispose of the contaminated waste improperly.

TRAINING REQUIREMENTS

Any personnel who will be involved in implementing the Action Plan will be provided with a copy of this Action Plan. Multiple levels of training will be established to assure that all personnel involved in the process have the necessary skills to assure their safety and the proper handling of any identified RAM. Training will be provided by qualified individuals. Refresher training will be given on an annual basis. All training records will be maintained in the employees training files.

Basic Radiation Training

Basic Radiation Training is required for all personnel who are responsible for implementing this Action Plan, including:

- Radiation fundamentals, including basic types of radiation
- Background radiation levels
- Overview of radiation sources and uses
- Basics of radiation detection and measurement
- Biological effects of radiation
- Discussion of radiation risks
- As-Low-As-Reasonably-Achievable (ALARA) discussion (how to keep radiation doses ALARA)
- Rules and regulations (Facility, Federal, State)

Intermediate Radiation Training

Intermediate Radiation Training is intended for personnel who will conduct truck searches on the outside of the vehicle, and for equipment operators who may assist in load searches. Basic Radiation Training is a prerequisite. Topics may include:

- Overview of installed instrumentation
- Quantification of radioactivity found
- Survey procedures and documentation
- Instrument skill practice
- Daily check procedures
- Radiation vs. contamination
- Methods of exposure control
- Personnel monitoring devices
- Personnel Protective Equipment

Advanced Radiation Training

Advanced Radiation Training is intended for personnel who will conduct vehicle and load investigations, including isotope identification and may have the potential to come into contact with the RAM. Intermediate Radiation Training is a prerequisite. Topics may include:

- Gamma spectroscopy/MCA fundamentals
- Load survey procedures
- Documentation and notification procedures
- Load storage considerations
- Contamination control
- Personnel decontamination procedures

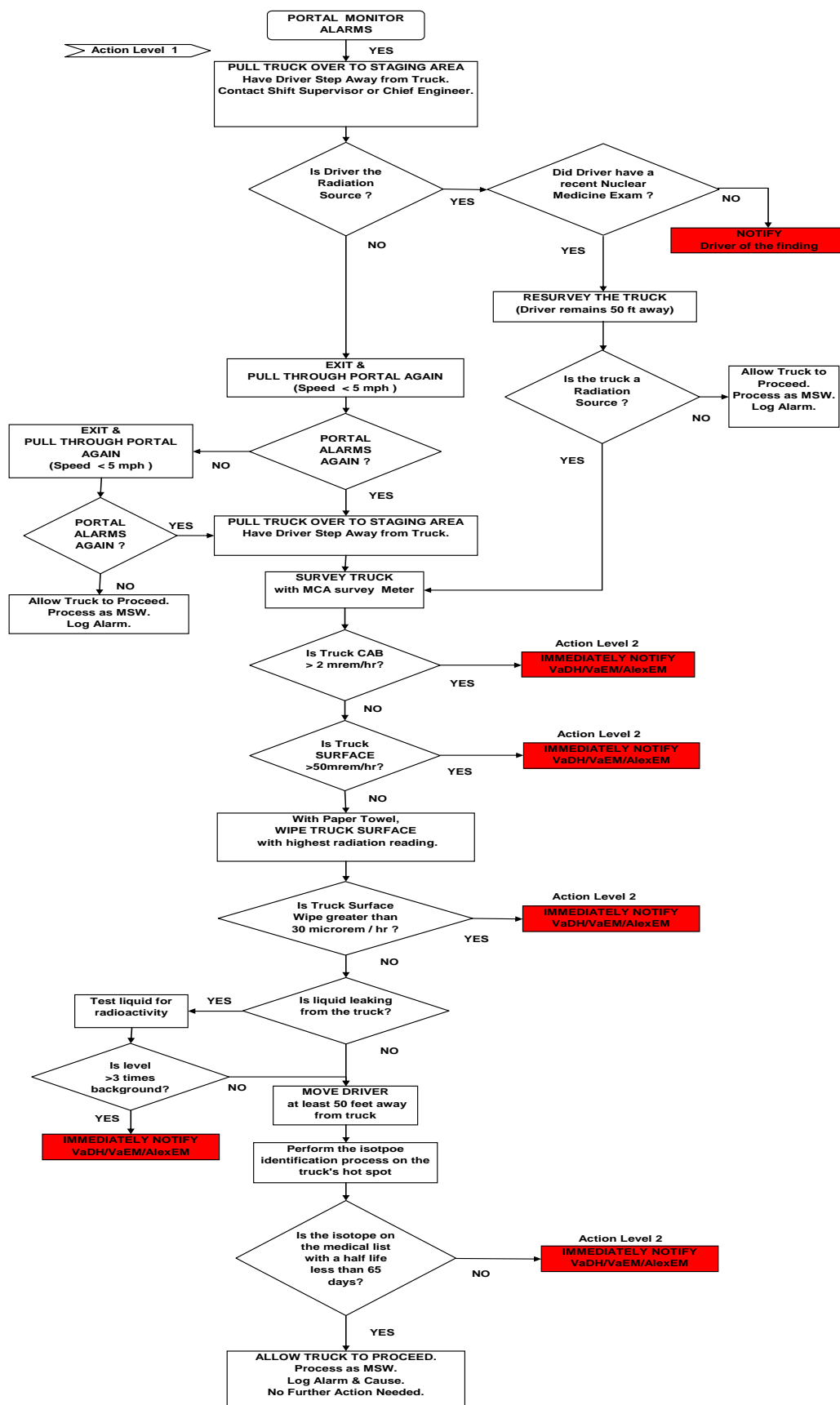
This training list is intended as a guideline and shall be modified as required to meet the needs of the operation.

REVISION PROCESS

This is a living document. As such it will require revision. As necessary changes are identified this document will be revised accordingly. These revisions will be tracked by two methods. Most recent changes will be marked in the current version of the document using a system such as Track Changes in MS Word. In addition, a summary of all changes will be kept as a separate appendix.

All changes will be reviewed and approved by the signators on the cover page. All appropriate individuals will receive notification of the changes, training if required, and updates of the procedure.

Covanta Alexandria / Arlington, Inc.
Radiation Monitoring Procedure



Appendix B – Level Two Response

PURPOSE

This procedure is to be followed whenever an Action Level Two event occurs. These events are the result of a load containing unacceptable RAM as identified by the detectors installed at the in-bound scales. Following this procedure will assure that the proper authorities are notified and the RAM is handled in the correct manner.

RESPONSE PROCEDURE

- I. An Action Level Two event has occurred. The first step is to secure the load and protect the public.
 - A. Isolate the vehicle.
 - B. Place cones or otherwise rope off the area, at a distance of 50 feet or at a distance where the MCA reads less than two (2) times background.
 - C. Secure the load to prevent removal or inadvertent disposal.
- II. Notify all appropriate people/agencies.
 - A. Notify the hauler that unacceptable RAM has been detected in his/her vehicle and that they are responsible for proper handling and disposal of the material; all handling and disposal must be in compliance with City of Alexandria and State of Virginia laws and regulations. If the RAM levels exceed the action point thresholds, advise the hauler that the City of Alexandria 911 emergency response will be notified.
 - B. If the RAM levels exceed the Level Two action point thresholds, call 911 and notify the City of Alexandria Emergency Communications Center and advise that unacceptable RAM has been detected at the facility. Information to be provided shall include the location of the event, description of the event, status of any personnel injuries if they exist and identification of isotope if identified. The City of Alexandria Emergency Communications Center will notify the Commonwealth of Virginia Department of Emergency Management Emergency Operations Center (VEOC). The VEOC will notify the on-duty Hazardous Materials Officer, the Radiation Protection Officer, the Department of Environmental Quality (DEQ) and the Department of Health Bureau of Radiation Health. See Appendix E for Emergency Contacts.
 - C. If the RAM levels are below the Level Two action point thresholds and the MCA identifies an unacceptable isotope, 911 need not be called unless there is a question regarding public health and safety. If 911 is not called when an unacceptable RAM is identified, the Commonwealth of Virginia Department of Emergency Management Emergency Operations Center (VEOC) shall be called and advised that unacceptable RAM below the Level 2 action points has been detected at the facility.

- Information to be provided shall include the location of the event, description of the event, status of any personnel injuries if they exist and identification of isotope if identified. The VEOC will notify the on-duty Hazardous Materials Officer, the Radiation Protection Officer, the Department of Environmental Quality (DEQ) and the Department of Health Bureau of Radiation Health. See Appendix E for Emergency Contacts.
- D. If the vehicle isolation area is adjacent to the City of Alexandria Police Shooting Range or City of Alexandria Impoundment Lot, notification shall be made to both facilities alerting them of the vehicle location and isolation zones. See Appendix E for Emergency Contacts.
 - E. Contact the originator of the source if they can be identified. If the originator has a certified staff that can deal with the problem and they can respond immediately, allow them to respond to the problem and follow the direction of the City of Alexandria's Fire Department Emergency Response personnel if involved.
 - F. If the point of origin cannot be identified and assistance is required, follow the direction of the City of Alexandria's Fire Department Emergency Response personnel if involved. If acceptable to the City of Alexandria Fire Dept., the hauler shall make arrangements to have qualified personnel respond accordingly. If Fire Dept. assistance is not required, the hauler shall still make arrangements to have qualified personnel respond accordingly. Covanta Alexandria / Arlington Inc. personnel shall defer all requests for assistance to the City of Alexandria Fire Department or certified companies such as Radiation Services Organization, Inc (RSO). RSO can be contacted at 301-953-2482 during normal business hours or 301-953-4997 at other times. Other licensed RAM handlers may be used. The hauler shall advise RSO (or other RAM handlers) that unacceptable RAM has been detected at the Covanta Alexandria / Arlington Waste-to-Energy Facility and that they are requesting their assistance. The hauler shall provide RSO with contact names, contact numbers and any other information they request.
- III. After all safety precautions are taken and phone contacts made, begin collecting information of the truck number, license number, driver's name, license number, company, and any other pertinent information. Of particular concern is where the load originated. Complete all documentation as identified in the Radiation Detection Record (see Appendix D).
- IV. Once the City of Alexandria's Fire Department Emergency Response personnel and/or a licensed RAM handler have arrived, they will take over the handling of the waste in an area designated by Facility management.

- V. The handler will remove the RAM from the Covanta Alexandria / Arlington Inc. site and dispose of the material according to prescribed guidelines. The handler shall assure that the remaining waste does not contain any RAM. Only after that determination will the remaining MSW be accepted for processing. The handler shall also scan the vehicle to determine it is free of all RAM prior to the vehicle being released from the site.

Appendix C – Radioisotope Library and Classification

A. Medical Radionuclides, Half-Life < 65 days

| <u>Radionuclide</u> | <u>Symbol</u> | <u>Half-Life</u> | <u>Radiation Type</u> | <u>Peak Gamma Energy (keV)</u> |
|---------------------|-------------------|------------------|-----------------------|--------------------------------|
| Flourine-18 | ¹⁸ F | 1.8 hours | gamma | 511 |
| Phosphorus-32 | ³² P | 14.3 days | beta | * |
| Chromium-51 | ⁵¹ Cr | 27.8 days | gamma | 320 |
| Gallium-67 | ⁶⁷ Ga | 3.3 days | gamma | 93,185,300 |
| Molybdenum-99 | ⁹⁹ Mo | 66 hours | beta, gamma | 740 |
| Technetium-99m | ⁹⁹ Tc | 6 hours | gamma | 140 |
| Palladium-103 | ¹⁰³ Pd | 17 days | gamma | 20, 23 |
| Indium-111 | ¹¹¹ In | 2.8 days | gamma | 171,245 |
| Iodine-123 | ¹²³ I | 13.1 hours | gamma | 159 |
| Iodine-125 | ¹²⁵ I | 60 days | gamma | 27,31 |
| Iodine-131 | ¹³¹ I | 8 days | beta,gamma | 364 |
| Xenon-133 | ¹³³ Xe | 5.2 days | beta,gamma | 81 |
| Thallium-201 | ²⁰¹ Tl | 73 hours | gamma | 80,167 |

*Phosphorus-32 decays by beta emission alone, and has no unique gamma signature. However, the beta decays sometimes generate x-rays, which may be energetic enough to be detected and trigger an alarm.

B. Medical Radionuclides, Half-Life>65 Days

| | | | | |
|-------------|-------------------|------------|------------|---------|
| Cobalt-57 | ⁵⁷ Co | 270.9 days | gamma | 122,136 |
| Cesium-137 | ¹³⁷ Cs | 30 years | beta,gamma | 661 |
| Iridium-192 | ¹⁹² Ir | 74 days | beta,gamma | 317 |

C. NORM

| | | | | |
|--------------|-------------------|----------------------------|--------------|------|
| Potassium-40 | ⁴⁰ K | 1.3x10 ⁹ years | beta, gamma | 1460 |
| Radium-226 | ²²⁶ Ra | 1600 years | alpha, gamma | ** |
| Thorium-232 | ²³² Th | 1.4x10 ¹⁰ years | alpha, gamma | ** |
| Uranium-238 | ²³⁸ U | 4.5x10 ⁹ years | alpha, gamma | ** |

** These radionuclides may have complex energy spectra due to the inclusion of radioactive daughter (decay) products. Utilize the MCA's nuclide identification function to determine the type of nuclide, or transfer the spectrum to the DEP.

D. Miscellaneous Industrial

| | | | | |
|--------------------------------|-------------------|------------|--------------|-----------|
| ***Hydrogen-3 * ("Tritium") | ³ H | 12.2 years | Beta | |
| Cobalt-60 | ⁶⁰ Co | 5.3 years | gamma | 1173,1331 |
| Americium-241 | ²⁴¹ Am | 432 years | alpha, gamma | 60 |

***Tritium (H-3 or ³H) cannot cause an alarm trip. It is most likely to be found as a component of a self-luminous EXIT sign, which may turn up in any waste stream. This type of EXIT sign has no electrical input, and will have information printed on it identifying it as containing RAM. If found, it shall be returned to a licensed manufacturer for recycling or shipped for proper low-level radioactive waste disposal.

Covanta Alexandria / Arlington, Inc.
Radiation Monitoring Procedure

Appendix D

COVANTA ALEXANDRIA / ARLINGTON, INC.
RADIATION DETECTION RECORD

Report Number: _____

Detector Activated: ☒ Scale #1 ☐ Scale #2

Alarm Activations: Second Pass: ☐ Yes ☐ No Third Pass: ☐ Yes ☐ No ☐ N/A
Detector: _____ Detector: _____

Date: _____ Hauler: _____
Time: _____ Driver: _____
Reported By: _____ Truck #: _____ Tag #: _____
Permit #: _____ Trailer #: _____

Hauler's Company Notified: ☐ Yes ☐ No Contact Phone #: _____
Contact Name: _____ Title: _____

Radioactive Material Point of Origin (if known): _____

Handheld Detector Checkpoints Response Leader: _____

Note: 1,000 microrem (u) = 1 millirem (m)

Truck Cab: Reading: _____ microR/hr. If greater than 2 mR/hr. make notifications below
Truck Surface: Reading: _____ microR/hr. If greater than 50 mR/hr. make notifications below
Surface Wipe: Reading: _____ microR/hr. If greater than 30 microR/hr. make notifications below
Truck Leaking Liquid: ☐ Yes ☐ No Reading: _____ Background Reading: _____
If liquid reading is greater than 3 times background, make notifications below.

Identification of Isotope:

Level of Confidence: _____
Level of Confidence: _____

(Medical material with a half life of 65 days or less is acceptable)

| Final Disposition | | | | | |
|--------------------------------|------|------|---------|-----------|---------|
| | Date | Time | Name | Signature | |
| Accepted For Disposal | | | | | |
| | Date | Time | Company | Phone # | Contact |
| Removed by Licensed Contractor | | | | | |

Notifications

911 ☐ Notified ☐ Not Notified Contact Name: _____
VEOC ☐ Notified ☐ Not Notified Contact Name: _____
☐ Notified ☐ Not Notified Contact Name: _____
☐ Notified ☐ Not Notified Contact Name: _____

Appendix E

Emergency Phone Numbers

Appendix E

EMERGENCY RESPONSE TELEPHONE LIST

ALEXANDRIA CITY GOVERNMENT

| | |
|--|----------------|
| Emergency Response | 911 |
| Police (Non emergency) | (703) 838-4441 |
| City of Alexandria Fire Department Communications Center | (703) 838-4660 |
| City of Alexandria Fire Department Haz Mat Response Team | (703) 838-4652 |
| City of Alexandria Police Shooting Range | TBD |
| City of Alexandria Impound Lot | TBD |
| Public Health | (703) 838-4400 |

VIRGINIA STATE

| | |
|--|----------------|
| State Police (non emergency) | (703) 323-4500 |
| State Police Motor Carrier Division | (703) 323-4549 |
| Department of Environment Quality (Working Hours) | (703) 583-3600 |
| (Other Hours) | (800) 468-8892 |
| Virginia Department of Health, Radiological Health | (804) 468-8150 |
| (In state) | (800) 468-0138 |
| Virginia Department of Emergency Management EOC | (800) 468-8892 |

UNITED STATES GOVERNMENT

| | |
|--|--------------|
| Environmental Protection Agency (Washington) | 703-235-1113 |
| (Region III) | 215-566-2370 |
| Nuclear Regulatory Commission-24 Hour Number | 301-816-5100 |

COVANTA

| | |
|---------------------|--------------|
| Alexandria Facility | 703-370-7722 |
|---------------------|--------------|

RSO INC

| | |
|-----------------------|--------------|
| Normal Business Hours | 301-953-2482 |
| Other Times | 301-953-4997 |

Schedule 8

Shortfall Fee/Rebate and Most Favored Nation Calculation Examples

The following examples illustrate the application of the Monthly Shortfall Fee, Annual Shortfall Fee Rebate and Annual Shortfall Fee (Section 4.6) and most favored nation provision (Section 4.9) in certain cases. These examples are given for illustrative purposes only and reflect a few, but not all, potential circumstances.

A. Delivery Shortfall. The following four examples illustrate the application of the delivery shortfall provision (Section 4.6) in certain cases. These examples are given for illustrative purposes only and reflect a few, but not all, potential circumstances.

Delivery Shortfall Example 1 Assumptions: For purposes of Example 1 the *assumed* actual tonnage delivered during a Contract Year, Minimum Monthly Tonnages, Monthly Shortfall Tonnages and Monthly Shortfall Fees are provided in Table 1 below. The assumed Base Tipping Fee is assumed to be \$43.16/Ton, the Change in Law Charge is \$1.50/ton from July 1 through October 31 and is assumed to increase to \$2.00/ton for the remainder of the Contract Year. For this example, it is also assumed there are no deliveries to an Alternate Facility and there is no Diverted Waste.

Table 1: Example 1 – Shortfall Payments

| Month | Actual Jurisdiction Tonnage | Minimum Monthly Tonnage | Monthly Shortfall Tonnage | Monthly Shortfall Fee | Change in Law (CIL) Charge (\$/Ton) | Weighted Average CIL Unit Cost |
|-------|---|-------------------------------|---------------------------------|-----------------------------|---|--------------------------------------|
| Jul | 4,335.25 | 4,330.00 | 0.00 | \$0.00 | \$1.50 | \$0.00 |
| Aug | 4,214.31 | 4,200.00 | 0.00 | \$0.00 | \$1.50 | \$0.00 |
| Sep | 4,070.22 | 4,370.00 | 299.78 | \$0.00 | \$1.50 | \$1.00 |
| Oct | 4,800.50 | 4,170.00 | 0.00 | \$0.00 | \$1.50 | \$0.00 |
| Nov | 4,105.00 | 4,100.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Dec | 3,815.56 | 3,790.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Jan | 3,532.19 | 3,320.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Feb | 2,613.24 | 2,610.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Mar | 3,910.72 | 4,060.00 | 149.28 | \$0.00 | \$2.00 | \$0.66 |
| Apr | 5,400.00 | 5,230.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| May | 5,007.30 | 4,900.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Jun | 4,958.89 | 4,920.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Total | 50,763.18 | 50,000.00 | 449.06 | \$0.00 | | \$1.66 |
| 1 | Annual Shortfall Tonnage | | | 0.00 tons | | |
| 2 | Aggregate Monthly Shortfall Tonnage | | | 449.06 tons | | |
| 3 | Annual Shortfall Calculation | | | \$0.00 | | |
| 4 | Sum of Monthly Shortfall Fees | | | \$0.00 | | |
| 5 | Base Tipping Fee | | | \$43.16 \$/ton | | |
| 6 | Weighted Average Unit Change in Law Cost | | | \$1.66 \$/ton | | |
| 7 | Sum of line 5 and 6 | | | \$44.82 \$/ton | | |
| 8 | Annual Shortfall Fee Due Company | | | \$0.00 | | |
| 9 | Annual Shortfall Rebate Due the Jurisdictions | | | \$0.00 | | |

During this Contract Year there was a Monthly Shortfall Tonnage of 299.78 tons in September and 149.28 tons in March. Since the actual Jurisdiction tonnage in both months is greater than the 80% of the respective Minimum Monthly Tonnages, no Monthly Shortfall Fees were due.

For the Contract Year, since the difference between (A) the Minimum Annual Tonnage of 50,000 tons and (B) the sum of the aggregate Tons of Acceptable Waste delivered of 50,763.18, is a negative 763.18 tons, the Annual Shortfall Calculation is equal to zero.

Since both the sum of the Monthly Shortfall Fees and the Annual Shortfall Calculation are both zero, there are no payments due to either Party.

Delivery Shortfall Example 2 Assumptions: For purposes of Example 2 the *assumed* actual tonnage delivered during a Contract Year, Minimum Monthly Tonnage, Monthly Shortfall Tonnage and Monthly Shortfall Fees are provided in Table 2 below. The assumed Base Tipping Fee is assumed to be \$43.16/ton, the Change in Law Charge is \$1.50/ton from July 1 through October 31 and is assumed to increase to \$2.00/ton for the remainder of the Contract Year. For this example, it is also assumed there are no deliveries to an Alternate Facility and there is no Diverted Waste.

Table 2: Example 2 – Shortfall Payments

| Month | Actual Jurisdiction Tonnage | Minimum Monthly Tonnage | Monthly Shortfall Tonnage | Monthly Shortfall Fee | Change in Law (CIL) Charge (\$/Ton) | Weighted Average CIL Unit Cost |
|-------|---|-------------------------------|---------------------------------|-----------------------------|---|--------------------------------------|
| Jul | 4,335.25 | 4,330.00 | 0.00 | \$0.00 | \$1.50 | \$0.00 |
| Aug | 4,214.31 | 4,200.00 | 0.00 | \$0.00 | \$1.50 | \$0.00 |
| Sep | 3,380.00 | 4,370.00 | 990.00 | \$44,213.40 | \$1.50 | \$1.30 |
| Oct | 4,800.50 | 4,170.00 | 0.00 | \$0.00 | \$1.50 | \$0.00 |
| Nov | 4,105.00 | 4,100.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Dec | 3,815.56 | 3,790.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Jan | 3,532.19 | 3,320.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Feb | 2,613.24 | 2,610.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Mar | 3,910.72 | 4,060.00 | 149.28 | \$0.00 | \$2.00 | \$0.26 |
| Apr | 5,400.00 | 5,230.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| May | 5,007.30 | 4,900.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Jun | 4,958.89 | 4,920.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Total | 50,072.96 | 50,000.00 | 1,139.28 | \$44,213.40 | | \$1.56 |
| 1 | Annual Shortfall Tonnage | | | 0.00 tons | | |
| 2 | Aggregate Monthly Shortfall Tonnage | | | 1,139.28 tons | | |
| 3 | Annual Shortfall Calculation | | | \$0.00 | | |
| 4 | Sum of Monthly Shortfall Fees | | | \$44,213.40 | | |
| 5 | Base Tipping Fee | | | \$43.16 \$/ton | | |
| 6 | Weighted Average Unit Change in Law Cost | | | \$1.56 \$/ton | | |
| 7 | Sum of line 5 and 6 | | | \$44.72 \$/ton | | |
| 8 | Annual Shortfall Fee Due Company | | | \$0.00 | | |
| 9 | Annual Shortfall Rebate Due the Jurisdictions | | | \$44,213.40 | | |

During this Contract Year there was a Monthly Shortfall Tonnage of 990.00 tons in September. Since the actual Jurisdiction tonnage of 3,380.00 tons is less 3,496.00, i.e., 80% of the 4,370.00, the Monthly Shortfall Fees due that month was (\$43.16 plus \$1.50) multiplied by 990.00 or \$44,213.40.

During this Contract Year there was also a Monthly Shortfall Tonnage of 149.28 tons in March. Since the actual Jurisdiction tonnage of 3,910.72 tons is greater than 3,248.00, i.e., 80% of the 4,060.00 Minimum Monthly Tonnage for March, there was no Monthly Shortfall Fees due that month.

For the Contract Year the sum of the Monthly Shortfall Fees was \$44,213.40 (i.e., \$44,213.40 plus 0.00).

For the Contract Year, since the difference between (A) the Minimum Annual Tonnage of 50,000 tons and (B) the sum of the aggregate Tons of Acceptable Waste delivered of 50,072.96, is a negative 72.96 tons, the Annual Shortfall Calculation is equal to zero.

Since the sum of the Monthly Shortfall Fees is greater than the Annual Shortfall Calculation, the Company, in this example, will pay the Jurisdictions an Annual Shortfall Rebate in the amount of the difference between the sum of the Monthly Shortfall Fees of \$43,213.40 and the Annual Shortfall Calculation of zero, or \$43,213.40 as shown at the bottom of Table 2.

Delivery Shortfall Example 3 Assumptions: For purposes of Example 3 the *assumed* actual tonnage delivered during a Contract Year, Minimum Monthly Tonnage, Monthly Shortfall Tonnage and Monthly Shortfall Fees are provided in Table 3 below. The assumed Base Tipping Fee is assumed to be \$43.16/ton, the Change in Law Charge is \$1.50/ton from July 1 through October 31 and is assumed to increase to \$2.00/ton for the remainder of the Contract Year. For this example, it is also assumed there are no deliveries to an Alternate Facility and there is no Diverted Waste.

During this Contract Year there was a Monthly Shortfall Tonnage of 499.89 tons in September and 149.28 tons in March. Since the actual Jurisdiction tonnage in both months is greater than the 80% of the respective Minimum Monthly Tonnages, no Monthly Shortfall Fees were due

For the Contract Year, since the difference between (A) the Minimum Annual Tonnage of 50,000 tons and (B) the sum of the aggregate Tons of Acceptable Waste delivered of 49,803.07 is a positive 196.93 tons, the Annual Shortfall Calculation is equal to product of the Annual Shortfall Tonnage of 196.93 and the sum of the \$43.16/ton Base Tipping Fee and the Weighted Average Unit Change in Law Cost of \$1.62/ton, or 196.93 times \$44.78, which equals \$8,818.53.

The Weighted Average Unit Change in Law Cost is calculated as follows:

$$\$1.62/\text{ton} = (499.89/649.17) \times 1.50 + (149.28/649.17) \times 2.00.$$

Each of the weighted monthly Change in Law Unit Costs is rounded to the nearest penny.

Since the sum of the Monthly Shortfall Fees is less than the Annual Shortfall Calculation, the Jurisdictions, in this example, would owe the Company an Annual Shortfall Fee, in the amount of the difference between the Annual Shortfall Calculation of \$8,818.53 and the sum of the Monthly Shortfall Fees of zero, or \$8,818.53 as shown at the bottom of Table 3.

Table 3: Example 3 – Shortfall Payments

| Month | Actual Jurisdiction Tonnage | Minimum Monthly Tonnage | Monthly Shortfall Tonnage | Monthly Shortfall Fee | Change in Law (CIL) Charge (\$/Ton) | Weighted Average CIL Unit Cost |
|-------|---|-------------------------------|---------------------------------|-----------------------------|---|--------------------------------------|
| Jul | 4,335.25 | 4,330.00 | 0.00 | \$0.00 | \$1.50 | \$0.00 |
| Aug | 4,214.31 | 4,200.00 | 0.00 | \$0.00 | \$1.50 | \$0.00 |
| Sep | 3,870.11 | 4,370.00 | 499.89 | \$0.00 | \$1.50 | \$1.16 |
| Oct | 4,200.50 | 4,170.00 | 0.00 | \$0.00 | \$1.50 | \$0.00 |
| Nov | 4,105.00 | 4,100.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Dec | 3,815.56 | 3,790.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Jan | 3,532.19 | 3,320.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Feb | 2,613.24 | 2,610.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Mar | 3,910.72 | 4,060.00 | 149.28 | \$0.00 | \$2.00 | \$0.46 |
| Apr | 5,240.00 | 5,230.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| May | 5,007.30 | 4,900.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Jun | 4,958.89 | 4,920.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Total | 49,803.07 | 50,000.00 | 649.17 | \$0.00 | | \$1.62 |
| 1 | Annual Shortfall Tonnage | | | 196.93 tons | | |
| 2 | Aggregate Monthly Shortfall Tonnage | | | 649.17 tons | | |
| 3 | Annual Shortfall Calculation | | | \$8,818.53 | | |
| 4 | Sum of Monthly Shortfall Fees | | | \$0.00 | | |
| 5 | Base Tipping Fee | | | \$43.16 \$/ton | | |
| 6 | Weighted Average Unit Change in Law Cost | | | \$1.62 \$/ton | | |
| 7 | Sum of line 5 and 6 | | | \$44.78 \$/ton | | |
| 8 | Annual Shortfall Fee Due Company | | | \$8,818.53 | | |
| 9 | Annual Shortfall Rebate Due the Jurisdictions | | | \$0.00 | | |

Delivery Shortfall Example 4 Assumptions: For purposes of Example 4 the *assumed* actual tonnage delivered during a Contract Year, Minimum Monthly Tonnage, Monthly Shortfall Tonnage and Monthly Shortfall Fees are provided in Table 4 below. The assumed Base Tipping Fee is assumed to be \$43.16/ton, the Change in Law Charge is \$1.50/ton from July 1 through October 31 and is assumed to increase to \$2.00/ton for the remainder of the Contract Year. For this example, it is also assumed there are no deliveries to an Alternate Facility and there is no Diverted Waste.

During this Contract Year there was a Monthly Shortfall Tonnage of 990.00 tons in September. Since the actual Jurisdiction tonnage of 3,380.00 tons is less 3,496.00, i.e., 80% of the 4,370.00, the Monthly Shortfall Fees due that month was (\$43.16 plus \$1.50) multiplied by 990.00 or \$44,213.40.

During this Contract Year there was also a Monthly Shortfall Tonnage of 149.28 tons in March. Since the actual Jurisdiction tonnage of 3,910.72 tons is greater than 3,248.00, i.e., 80% of the 4,060.00 Minimum Monthly Tonnage for March, there was no Monthly Shortfall Fee due that month.

For the Contract Year the sum of the Monthly Shortfall Fees was \$44,213.40 (i.e., \$44,213.40 plus 0.00).

For the Contract Year, since the difference between (A) the Minimum Annual Tonnage of 50,000 tons and (B) the sum of the aggregate Tons of Acceptable Waste delivered of 49,312.96 is a positive 687.04 tons, the Annual Shortfall Calculation is equal to product of the Annual Shortfall Tonnage of 687.04 and the sum of the \$43.16/ton Base Tipping Fee and the Weighted Average Unit Change in Law Cost of \$1.56/ton, or 687.04 times \$44.72, which equals \$30,724.43.

Table 4: Example 4 – Shortfall Payments

| Month | Actual Jurisdiction Tonnage | Minimum Monthly Tonnage | Monthly Shortfall Tonnage | Monthly Shortfall Fee | Change in Law (CIL) Charge (\$/Ton) | Weighted Average CIL Unit Cost |
|-------|---|-------------------------------|---------------------------------|-----------------------------|---|--------------------------------------|
| Jul | 4,335.25 | 4,330.00 | 0.00 | \$0.00 | \$1.50 | \$0.00 |
| Aug | 4,214.31 | 4,200.00 | 0.00 | \$0.00 | \$1.50 | \$0.00 |
| Sep | 3,380.00 | 4,370.00 | 990.00 | \$44,213.40 | \$1.50 | \$1.30 |
| Oct | 4,200.50 | 4,170.00 | 0.00 | \$0.00 | \$1.50 | \$0.00 |
| Nov | 4,105.00 | 4,100.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Dec | 3,815.56 | 3,790.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Jan | 3,532.19 | 3,320.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Feb | 2,613.24 | 2,610.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Mar | 3,910.72 | 4,060.00 | 149.28 | \$0.00 | \$2.00 | \$0.26 |
| Apr | 5,240.00 | 5,230.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| May | 5,007.30 | 4,900.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Jun | 4,958.89 | 4,920.00 | 0.00 | \$0.00 | \$2.00 | \$0.00 |
| Total | 49,312.96 | 50,000.00 | 1,139.28 | \$44,213.40 | | \$1.56 |
| | | | | | | |
| 1 | Annual Shortfall Tonnage | | | 687.04 tons | | |
| 2 | Aggregate Monthly Shortfall Tonnage | | | 1,139.28 tons | | |
| 3 | Annual Shortfall Calculation | | | \$30,724.43 | | |
| 4 | Sum of Monthly Shortfall Fees | | | \$44,213.40 | | |
| 5 | Base Tipping Fee | | | \$43.16 \$/ton | | |
| 6 | Weighted Average Unit Change in Law Cost | | | \$1.56 \$/ton | | |
| 7 | Sum of line 5 and 6 | | | \$44.72 \$/ton | | |
| 8 | Annual Shortfall Fee Due Company | | | \$0.00 | | |
| 9 | Annual Shortfall Rebate Due the Jurisdictions | | | \$13,488.97 | | |

The Weighted Average Unit Change in Law Cost is calculated as follows:

$$\$1.56/\text{ton} = (990/1,139.28) \times 1.50 + (149.28/1,139.28) \times 2.00.$$

Each of the weighted monthly Change in Law Unit Costs is rounded to the nearest penny. Since the sum of the Monthly Shortfall Fees is greater than the Annual Shortfall Calculation, the Company, in this example, would owe the Jurisdictions an Annual Shortfall Rebate in the amount of the difference between the sum of the Monthly Shortfall Fees of \$44,213.40 and the Annual Shortfall Calculation of \$30,724.43, or \$13,488.97 as shown at the bottom of Table 4.

B. Most Favored Nation. The following examples illustrate the application of the most favored nation provision (Section 4.9) in certain cases. These examples are given for illustrative purposes only and reflect a few, but not all, potential circumstances.

Assumption: Assume for purposes of the following examples that the Jurisdiction Tipping Fee is \$47.50 in Contract Year and the Jurisdictions deliver 65,000 Tons.

(1) ***One Government Hauler.***

If in Contract Year X, the Company enters into an agreement with a governmental agency or unit, i.e., Government “A” for disposal of its Acceptable Waste at the Facility. The agreement has a term of two (2) years whereby the beginning of the second year occurs on July 1 of Contract Year X and has a MFN Tipping Fee of \$45.00. Government “A” delivers 12,500 Tons in Billing Year X.

Since Government “A” MFN Tipping Fee (\$45.00) is less than the Jurisdiction Tipping Fee (\$47.50), the Jurisdictions will receive a rebate from the Company of:

- (a) $\$47.50 - \$45.00 = \$2.50$
- (b) Lesser of (x) 12,500 Tons or (y) 65,000 Tons = 12,500 Tons.
- (c) $\$2.50 \times 12,500 \text{ Tons} = \$31,250$ MFN Refund from the Company to the Jurisdictions

(2) ***Multiple Government Haulers.***

If in Contract Year X, the Company enters into agreements with four governmental agencies or units. Government “C” is a new customer starting at the beginning of Contract Year X and all the other government agencies or units had cumulative terms of at least 12 months prior to Contract Year X:

| Government Authority Name | Net Per Ton Tip Fee |
|----------------------------------|----------------------------|
| Government “A” | \$55.00 |
| Government “B” | \$45.00 |
| Government “C” | \$30.00 |
| Government “D” | \$35.00 |

During Billing Year X, the following are the tonnage amounts of Acceptable Waste delivered to the Facility by the Government Haulers:

| Government Hauler Name | Tonnage Amount |
|-------------------------------|-----------------------|
| Government “A” | 10,000 |
| Government “B” | 3,500 |
| Government “C” | 2,000 |
| Government “D” | 9,000 |

Since Government “A” MFN Tipping Fee is higher than the Jurisdiction Tipping Fee and the agreement with Government “C” was not in effect for 12 cumulative months, both agreements are disregarded for purposes of calculating the MFN Refund in accordance with Section 4.9 of the Agreement.

Since the MFN Tipping Fee for Government “B” (\$45.00) and Government “D” (\$35.00) are less than the Jurisdiction Tipping Fee (\$47.50), the Jurisdictions will receive a rebate from the Company based on the following calculation:

(a) **Begin with lowest MFN Tipping Fee (Government “D”):**

- (1) $\$47.50 - \$35.00 = \$12.50$
- (2) Lesser of (x) 9,000 Tons or (y) 65,000 Tons = 9,000 Tons
- (3) $\$12.50 \times 9,000 \text{ Tons} = \$112,500.00$ MFN Refund from the Company to the Jurisdictions in Contract Year X

(b) **Move to next lowest (penultimate) MFN Tipping Fee (Government “B”):**

- (1) $\$47.50 - \$45.00 = \$2.50$
- (2) Lesser of (x) 3,500 Tons or (y) (65,000–9,000) Tons = 3,500 Tons
- (3) $\$2.50 \times 3,500 \text{ Tons} = \$8,750.00$ rebate from the Company to the Jurisdictions in Contract Year X

(c) **Total MFN Refund:**

The Jurisdictions total MFN Refund for Contract Year X is \$121,250
 $(\$112,500.00 + \$8,750.00)$

EXHIBIT A

Amendment to Site Lease

[Attached]

**AMENDMENT NO. 2
TO
AMENDED AND RESTATED FACILITY SITE LEASE**

THIS AMENDMENT NO. 2 TO AMENDED AND RESTATED FACILITY SITE LEASE is dated as of January 24, 2012 (this "Amendment No. 2"), by and among the **CITY OF ALEXANDRIA, VIRGINIA** and **ARLINGTON COUNTY, VIRGINIA**, each a body politic and corporate of the Commonwealth of Virginia (collectively, the "Landlords"), and **COVANTA ALEXANDRIA/ARLINGTON, INC.**, a Virginia corporation (the "Tenant"), and amends that certain Amended and Restated Facility Site Lease dated as of October 1, 1985, as amended by Amendment No. 1 to Amended and Restated Facility Site Lease dated as of July 1, 1998 (as previously amended, the "Facility Site Lease"). Except as otherwise expressly defined in this Amendment No. 2, capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Facility Site Lease.

WHEREAS, on February 28, 2008, the Arlington County Solid Waste Authority and the City of Alexandria, Virginia Sanitation Authority (collectively, the "Authorities") assigned the Facility Site Lease to Tenant in accordance with the Assignment and Assumption Agreement dated as of February 28, 2008, among the Authorities and Tenant;

WHEREAS, the Facility Site Lease provides for lease of the Facility Site to Tenant in accordance with the terms and conditions provided for therein;

WHEREAS, in anticipation of the expiration on January 1, 2013, of the Amended and Restated Facility Construction and Operation Agreement dated October 1, 1985, as amended, by and among the Landlords, the Authorities and Tenant, the Landlords and Tenant desire to enter into that certain Waste Disposal and Service Agreement dated of even date herewith (the "Service Agreement"), pursuant to which Tenant will continue to accept, process and dispose of the Landlords' solid waste at the Facility, in accordance with the terms and conditions stated in the Service Agreement; and

WHEREAS, as a condition precedent to the execution and delivery of the Service Agreement, the Landlords and Tenant desire to enter into this Amendment No. 2 to amend certain terms and conditions of the Facility Site Lease to be effective on the Effective Date (as that term is defined in the Service Agreement).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the Landlords and Tenant agree as follows:

1. Effectiveness. This Amendment No. 2 is contingent upon the execution and delivery of the Service Agreement by the Landlords and Tenant and, following such occurrences, shall become effective on the Effective Date (as such term is defined in the Service Agreement). In the event that the Service Agreement is not executed and delivered by all the parties thereto on or prior to February 29, 2012, this Amendment No. 2 shall automatically terminate and be of no further force and effect.

2. Amendments to the Facility Site Lease.

(a) Section 1.2 of the Facility Site Lease is deleted in its entirety and the following is substituted in lieu thereof:

“Section 1.2. Term of Lease.

(a) The term of this Lease (the “Term”) is from October 1, 1985 (the “Lease Commencement Date”) until October 1, 2025, or any earlier date on which this Lease is terminated in accordance with its terms; provided, however, if prior to October 1, 2025, the Landlords, in their sole discretion, exercise their Extension Option in accordance with Section 2.3(c) thereof and the Facility Agreement is extended until December 31, 2038, then the Term of this Lease shall be automatically extended until December 31, 2038; provided further, however, if, at any time prior to October 1, 2025,

(1) the Facility Agreement is terminated as a result of an Event of Default of the Company under Section 10.3 of the Facility Agreement; or

(2) the Company fails to accept and Process Acceptable Waste at the Facility delivered by or on behalf of the Jurisdictions (each, a “Performance Event of Default”) and such failure constitutes:

(i) an Event of Default under Section 10.3(b) of the Facility Agreement, taking into account applicable cure periods; provided, that the Jurisdictions have given the Company written notice after the occurrence of the Event of Default that such Event of Default will entitle them to terminate the Extension Option under this Section 1.2(a)(2) and such Event of Default is not fully cured within the period commencing on the date of such written notice and ending six (6) months later (or such earlier time during the 6-month period if the Company is not diligently or continuously pursuing such cure); or

(ii) an Event of Default under Section 10.3(f) of the Facility Agreement.

(3) the Company fails to pay any amounts due and payable to the Jurisdictions (each, a “Payment Event of Default”) and such failure constitutes:

(i) an Event of Default under Section 10.3(a) of the Facility Agreement, taking into account applicable cure periods, provided, that the Jurisdictions have given the Company written

notice after the occurrence of the Event of Default that such Event of Default will entitle them to terminate the Extension Option pursuant to this Section 1.2(a) and such Event of Default is not fully cured within a thirty (30) day period following the date of such written notice; or

(ii) an Event of Default under Section 10.3(f) of the Facility Agreement.

then the Jurisdictions may, upon written notice to the Company, terminate their Extension Option, in which case the Term of this Lease shall expire on October 1, 2025 notwithstanding the Jurisdictions' earlier election of the Extension Option. For purposes of clarity, following the occurrence of an Event of Default (taking into account applicable cure period(s), if any, under Section 10.3 of the Facility Agreement) under Sections 1.2(a)(2)(i), (2)(ii), (3)(i), or (3)(ii) and expiration of the cure period described in such section(s), if applicable, the Company shall have no additional cure period and the Jurisdictions may exercise their right to terminate the Extension Option at any time.

(b) Notwithstanding any other termination provisions contained in this Lease, the Term shall terminate upon the termination of the Facility Agreement by Tenant in accordance with Section 10.6(c) of the Facility Agreement.”

(b) The first sentence of the second paragraph of Section 1.3 of the Facility Site Lease is deleted in its entirety and the following is substituted in lieu thereof:

“The Adjustment Dates are January 1, 1985; January 1, 1990; January 1, 1995; January 1, 2000; January 1, 2005; January 1, 2010; January 1, 2015; January 1, 2026; January 1, 2031; and January 1, 2036.”

(c) Section 1.5 of the Facility Site Lease is deleted in its entirety and the following is substituted in lieu thereof:

“Section 1.5 Surrender of Facility Site. On or before the last day of the Term, Tenant shall peaceably and quietly leave, surrender, and yield up to Landlords the Facility Site and the Improvements, free and clear of any claim, lien, option, charge or encumbrance of any nature whatsoever, in good order and condition, reasonable wear and tear of the Improvements excepted.”

(d) The first sentence of Section 3.6 of the Facility Site Lease is deleted in its entirety and the following is substituted in lieu thereof:

“Tenant shall neither create or place, nor permit any third party to create or place, any lien or encumbrance of any kind upon the interest of Landlords in the Facility Site and any attempt or actual placement shall be null and void at

inception.”

(e) A new subsection (d) is hereby added to Section 9.1 of the Facility Site Lease and shall read in its entirety as follows:

“(d) At anytime on or after October 1, 2025 (if the Facility Agreement is extended until December 31, 2038 in accordance with Section 2.3(c) of the Facility Agreement), there is an Event of Default on the part of the Company under and as defined in the Facility Agreement to (1) accept and Process Acceptable Waste delivered by or on behalf of the Jurisdictions at the Facility or (2) pay any amounts due and payable to the Jurisdictions, or both, in each case, in accordance with, and as required by, the Facility Agreement that is not cured within the applicable cure period specified in Section 10.3 of the Facility Agreement.”

(f) A new subsection (e) is hereby added to Section 9.1 of the Facility Site Lease and shall read in its entirety as follows:

“(e) The failure of the Guarantor to comply with its obligations under the Lease Guaranty in accordance with the terms and conditions therein.”

(g) The definition of “Company” in Section 10.1 of the Facility Site Lease is deleted in its entirety and the following is substituted in lieu thereof:

“Company: Covanta Alexandria/Arlington, Inc., a Virginia corporation, and its successors and assigns.”

(h) The following definition of “Extension Option” is hereby added to and inserted in the appropriate alphabetical order to Section 10.1 of the Facility Site Lease:

“Extension Option: Has the meaning specified in the Facility Agreement.”

(i) The definition of “Facility Agreement” in Section 10.1 of the Facility Site Lease is deleted in its entirety and the following is substituted in lieu thereof:

“Facility Agreement: Waste Disposal and Service Agreement dated as of January 24, 2012, by and among the City, the County and the Company, as amended, modified, or supplemented from time to time.”

(j) The following definition of “Guarantor” is hereby added to and inserted in the appropriate alphabetical order to Section 10.1 of the Facility Site Lease:

“Guarantor: Covanta Holding Corporation, a Delaware corporation and the parent company of the Company.”

(k) The definition of “Lease” in Section 10.1 of the Facility Site Lease is deleted in its entirety and the following is substituted in lieu thereof:

“Lease: This Facility Site Lease, dated December 1, 1985, by and among Landlords and Tenants, as amended by Amendment No. 1 to Amended and Restated Site Lease dated as of July 1, 1998, and Amendment No. 2 to Amended and Restated Site Lease dated as of January 24, 2012, as further amended, modified, or supplemented from time to time.”

(l) The following definition of “Lease Guaranty” is hereby added to and inserted in the appropriate alphabetical order to Section 10.1 of the Facility Site Lease:

“Lease Guaranty: The guaranty executed by the Guarantor and issued in favor of the Jurisdictions wherein the Guarantor guarantees the obligations of the Company, as set forth in Exhibit C attached hereto.”

(m) The following definition of “Renewal Term” is hereby added to and inserted in the appropriate alphabetical order to Section 10.1 of the Facility Site Lease:

“Renewal Term: Has the meaning specified in the Facility Agreement.”

(n) The definition of “Tenants” in Section 10.1 of the Facility Site Lease is deleted in its entirety and the following is substituted in lieu thereof:

“Tenants or Tenant: The Company, as that term is defined above.”

(o) The notice address for Arlington County in Section 10.2 of the Facility Site Lease shall be deleted in its entirety and the following is substituted in lieu thereof:

If to the Arlington County:

Arlington County, Virginia
2100 Clarendon Boulevard
Arlington, Virginia 22201
Attention: Director, Department of Environmental Services

With a copy to (which shall not constitute notice):

Arlington County, Virginia
2100 Clarendon Boulevard, Ste 403
Arlington, Virginia 22201
Attention: County Attorney

(p) The notice address for Tenant in Section 10.2 of the Facility Site Lease shall be deleted in its entirety and the following is substituted in lieu thereof:

If to the Tenant:

Covanta Alexandria/Arlington, Inc.
c/o Covanta Energy Corporation
445 South Street
Morristown, New Jersey 07960
Attention: Timothy J. Simpson, General Counsel

(q) Exhibit B of the Facility Site Lease is amended and restated as set forth in Attachment 1 attached to this Amendment No. 2.

(r) A new Exhibit C is added to the Facility Site Lease, in form and substance attached as Attachment 2 to this Amendment No. 2 (the "Lease Guaranty"). Covanta Holding Corporation, a Delaware corporation and the parent company to Company, shall execute and deliver the Lease Guaranty to the Jurisdictions on or prior to the Execution Date (as such term is defined in the Facility Agreement) of the Facility Agreement.

2. Representations and Warranties.

(a) Tenant hereby represents and warrants to the Landlords that:

(i) this Amendment No. 2 constitutes its legal, valid and binding obligation, enforceable against Tenant in accordance with this Amendment No. 2's terms; and

(ii) on the date hereof, no Event of Default has occurred and is continuing.

(b) Landlords hereby represent and warrant to the Tenant that this Amendment constitutes a legal, valid and binding obligation, enforceable against Landlords in accordance with its terms.

3. Incorporation into Facility Site Lease. The provisions of this Amendment No. 2 are essential components of the Facility Site Lease and, as such, shall be incorporated into and are hereby made an essential part thereof.

4. Full Force and Effect. Except as expressly modified herein, all other terms and provisions set forth in the Facility Site Lease shall remain in full force and effect and shall not otherwise be affected by this Amendment No. 2. This Amendment No. 2 shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and shall be governed by and construed under the laws of the Commonwealth of Virginia. No amendment, waiver, supplement or other modification of this Amendment No. 2 shall be effective unless made in writing and executed by each of the parties hereto.

5. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or electronic delivery shall be effective as delivery of a manually executed counterpart of this Amendment No. 2.

[SIGNATURE PAGE FOLLOWS]

16567580_8.DOC

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 2 as of the date first mentioned above.

ATTEST:

CITY OF ALEXANDRIA, VIRGINIA

By: Jaqueline Henderson
Name: Jaqueline Henderson
Title: City Clerk & Clerk of Council
[seal]

By: Rashed M. Young
Name: Rashed M. Young
Title: City Manager

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY

ATTEST:

ARLINGTON COUNTY, VIRGINIA

By: _____
Name: _____
Title: _____
[seal]

By: _____
Name: _____
Title: _____

ATTEST:

COVANTA ALEXANDRIA/ARLINGTON, INC.

By: Patricia Collins
Name: Patricia Collins
Title: VP + Assistant Secretary
[seal]

By: Paul E. Stander
Name: Paul E. Stander
Title: Sr VP

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 2 as of the date first mentioned above.

ATTEST:

CITY OF ALEXANDRIA, VIRGINIA

By: _____
Name: _____
Title: _____
[seal]

By: _____
Name: _____
Title: _____

ATTEST:

ARLINGTON COUNTY, VIRGINIA

By: Mark J. Schwartz
Name: Mark J. Schwartz
Title: Deputy County Manager
[seal]

By: Barbara M. Dandell
Name: Barbara M. Dandell
Title: County Manager

ATTEST:

COVANTA ALEXANDRIA/ARLINGTON, INC.

By: Patricia Collins
Name: Patricia Collins
Title: VP + Assistant Secretary
[seal]

By: Paul Estayder
Name: Paul Estayder
Title: Sr VP

Attachment 1

EXHIBIT B

Required Insurance

Tenants shall obtain and maintain, at its sole cost and expense, the following insurance.* Such insurance requirements may be satisfied by the insurance maintained by the Company.

(a) Workers' Compensation Insurance

Workers' Compensation Insurance required by Applicable Law, with the Company as named insured, with a deductible amount of not greater than \$500,000.

(b) Employer's Liability Insurance

Employer's Liability Insurance with a limit of liability of not less than \$1,000,000, with the Company as named insured and with a deductible amount of not greater than \$500,000.

(c) Commercial General Liability Insurance

Commercial General Liability and Property Damage Insurance, with Contractual Liability and Products/Completed Operations coverage, with primary limits of liability of \$1,000,000 combined occurrence for bodily injury and property damage, and \$1,000,000 combined aggregate for bodily injury and property damage, with the Company as named insured, the Landlords named as additional insureds, and with a deductible amount of not greater than \$250,000.

(d) Comprehensive Automobile Liability Coverage

Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage, of at least \$1,000,000 with the Company as named insured and with a deductible amount of not greater than \$250,000.

(e) Excess Umbrella Liability Coverage

Excess Umbrella Liability Insurance in the amount of \$50,000,000 with the Company as named insured, the Landlords named as additional insureds and with a self insured retention of \$250,000 or less.

(f) “Broad Form” Property Damage Insurance

Insurance for loss, damages or destruction to the Facility (including boiler and machinery) caused by “broad form” peril in an amount at all times equal to the full replacement value of the Facility (including, to the extent available on commercially reasonable terms, insurance for such loss caused by flood or earthquake), with the Company as named insured and with a deductible amount not to exceed \$250,000, except for coverage for wind and earthquake which shall have a deductible amount not to exceed \$500,000.

(g) Business Interruption Insurance

Business Interruption and Extra Expense Insurance covering expenses and losses due to business interruption, design errors and omissions and faulty workmanship and materials with limits equal to at least the estimated revenues of the Company for the following fiscal year. The Company shall be named insured and the Landlords shall be named as additional insureds as their interests may appear and the deductible amount shall be 14 days.

(h) Boiler and Machinery Insurance

Boiler and Machinery coverage on a comprehensive basis sufficient to replace boiler and machinery items, with the Company as named insured and with a deductible amount of \$25,000 or less.

(i) Pollution Liability Insurance

Pollution liability insurance with limits not less than \$2,000,000 per occurrence and \$6,000,000 annual aggregate, with the Company as named insured and the Landlords named as additional insureds.

(j) Hauler Insurance

Tenant shall require all haulers delivering Solid Waste to the Facility to obtain and maintain commercial general liability insurance and commercial automobile insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

* All insurance policies required to be secured and maintained by Tenant under this Lease shall provide that each insurance company shall have no recourse against the Landlords for payment of any premiums or for assessments under any form of policy.

Attachment 2

Exhibit C

Lease Guaranty

[Attached]

LEASE GUARANTY

THIS GUARANTY made as of the 24th day of January, 2012, **COVANTA HOLDING CORPORATION**, a Delaware corporation (“Guarantor”), having its principal place of business in Morristown, New Jersey, to and for the benefit of the **CITY OF ALEXANDRIA, VIRGINIA** (the “City”) and **ARLINGTON COUNTY, VIRGINIA** (the “County”, and together with the City, the “Jurisdictions”). Guarantor and the Jurisdictions are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Jurisdictions contracted with Covanta Alexandria/Arlington, Inc, a Virginia corporation and a wholly owned subsidiary of the Guarantor (the “Company”), for Solid Waste disposal and Processing services at the waste-to-energy facility located in Alexandria, Virginia (the “Project”), pursuant to that certain Waste Disposal and Service Agreement, dated as of January 24, 2012 (as amended, supplemented or otherwise modified from time to time) (the “Service Agreement”);

WHEREAS, the Jurisdictions are willing to enter into the Service Agreement only upon the condition that Guarantor execute this agreement, to guarantee payment and performance of the Company’s covenants, agreements and obligations of the Company under (a) that certain Amended and Restated Site Lease dated as of October 1, 1985, as amended (the “Site Lease”); and (b) that certain Operating Lease Agreement dated as of November 1, 1998, as amended (the “Operating Lease Agreement”, and together with the Site Lease, the “Lease Agreements”), for the Extended Term under the Service Agreement in the event the Jurisdictions, in their sole discretion, exercise their Extension Option in accordance with the terms of the Service Agreement;

WHEREAS, the Guarantor has agreed to guarantee payment and performance of the Company’s covenants, agreements and obligations under the Lease Agreements and any amendment(s) thereto; and

WHEREAS, the Guarantor will benefit from the transactions contemplated by the Service Agreement.

NOW, THEREFORE, in consideration of the foregoing and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Guarantor for the purpose of inducing the Jurisdictions to enter into the Service Agreement, the Guarantor hereby makes the following guarantees to and agreements with the Jurisdictions:

Section 1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned them in the Service Agreement.

Section 2. Guaranty. Beginning on October 1, 2025, provided that one or both of the Lease Agreements are in effect, Guarantor absolutely, irrevocably and unconditionally guarantees to the Jurisdictions: (a) the due and punctual payment of (i) each payment required to be made by Company under the Lease Agreements, when and as due, including payments in

respect of reimbursement of disbursements and interest thereon and (ii) all other monetary obligations of the Company under the Lease Agreements, including without limitation all indemnities, fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, whether such obligations now exist or arise hereafter (all such obligations referred to in this clause (a) being collectively referred to as the “Monetary Obligations”); and (b) the due and punctual performance and observance of, and compliance with, all covenants, agreements and obligations of the Company under or pursuant to the Lease Agreements, or any other agreement or instrument entered into by the Company in connection with the Lease Agreements, whether such obligations now exist or arise hereafter (all such obligations referred to in the preceding clauses (a) and (b) being collectively referred to as the “Obligations”). Guarantor agrees that the Obligations may be extended, amended, modified or renewed, in whole or in part, without notice to or further assent of Guarantor, and that of Guarantor will remain bound by and will honor its guarantee hereunder notwithstanding any extension, amendment, modification or renewal of any Obligation by any Jurisdiction and the Company. This Guaranty shall remain in full force and effect until (1) with respect to the Site Lease, the expiration of the Site Lease; and (2) with respect to the Operating Lease Agreement, the expiration of the Operating Lease Agreement.

Section 3. Obligations Not Waived. To the fullest extent permitted by Applicable Law, Guarantor waives all notices whatsoever with respect to this Guaranty and the Lease Agreements or with respect to the Obligations, including presentment to, demand of payment from and protest to the Company of any of the Obligations, and notice of acceptance of its guarantee and notice of protest for nonpayment. To the fullest extent permitted by Applicable Law, the Obligations of Guarantor hereunder shall not be affected by (a) the failure of any Jurisdiction to assert any claim or demand or to enforce or exercise any right or remedy against the Company in respect of the Obligations or otherwise under the provisions of the Lease Agreements, or otherwise, or, in each case, any delay in connection therewith, or (b) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of the Lease Agreements, or any other agreement to which the Company is a party.

Section 4. Continuing Guaranty of Payment and Performance. Guarantor further agrees that its guaranty constitutes a continuing guaranty of payment and performance when due, and not of collection, and Guarantor further waives any right to require that any resort be had by any Jurisdiction to any security.

Section 5. No Discharge or Diminishment of Guaranty.

(a) The obligations of Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination, or be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever, or otherwise be affected, for any reason (other than the performance in full of all Obligations, including the indefeasible payment in full of all Monetary Obligations, or the termination of all the Obligations), including: any claim of waiver, release, surrender, alteration or compromise of any of the Obligations; the invalidity, illegality or unenforceability of the Obligations; the occurrence or continuance of any event of bankruptcy, reorganization, insolvency, receivership or other similar proceeding with respect to the Company or any other person (for purposes hereof, “person” means any individual,

partnership, limited liability company, joint venture, corporation, trust, unincorporated organization or Governmental Authority), or the dissolution, liquidation or winding up of the Company or any other person; any permitted assignment or other transfer of this Guaranty by any Jurisdiction or any permitted assignment or other transfer of the Lease Agreements; any sale, transfer or other disposition by Guarantor of any direct or indirect interest it may have in the Company or any other change in ownership or control of the Company; or the absence of any notice to, or knowledge on behalf of, Guarantor of the existence or occurrence of any of the matters or events set forth in the foregoing clauses.

(b) Without limiting the generality of the foregoing, the Obligations of Guarantor hereunder shall not be discharged or impaired or otherwise affected by the failure of the Jurisdictions to assert any claim or demand or to enforce any remedy under the Lease Agreements, by any waiver or modification of any provision thereof, by any default, failure or delay, willful or otherwise, in the performance of the Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of Guarantor or that would otherwise operate as a discharge of Guarantor as a matter of law or equity (other than the performance in full of all Obligations, including the indefeasible payment in full in cash of all Monetary Obligations, or the termination of all the Obligations).

Section 6. Defenses Waived. A Jurisdiction may compromise or adjust any part of the Obligations, make any other accommodation with the Company or exercise any other right or remedy available to it against the Company, without affecting or impairing in any way the liability of Guarantor hereunder except to the extent all the Obligations have been fully and finally performed, including the indefeasible payment in full of all Monetary Obligations, or terminated. To the fullest extent permitted by Applicable Law, Guarantor waives any defense arising out of any such Jurisdiction's election even though such election operates, pursuant to Applicable Law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of Guarantor against the Company or any security. Guarantor waives all defenses to which it may be entitled under Applicable Law as in effect or construed from time to time.

Section 7. Representations and Warranties of Guarantor. Guarantor represents and warrants to the Jurisdictions as follows:

(a) Organization. Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as is now being conducted.

(b) Authority Relative to this Guaranty. Guarantor has all necessary corporate power and authority to execute and deliver this Guaranty and to perform its obligations hereunder. The execution and delivery by Guarantor of this Guaranty and performance by Guarantor of its obligations hereunder have been duly and validly authorized by and on behalf of the Guarantor and no other corporate proceedings on the part of Guarantor are necessary to authorize this Guaranty or performance by Guarantor of its obligations hereunder. This

Guaranty has been duly and validly executed and delivered by Guarantor and constitutes a valid and binding agreement of Guarantor, enforceable against Guarantor in accordance with its terms.

(c) Consents and Approvals; No Violation.

(i) Neither the execution and delivery of this Guaranty by Guarantor nor performance by Guarantor of its obligations hereunder will (x) conflict with or result in any breach of any provision of the organizational or governing documents or instruments of Guarantor, (y) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement, lease or other instrument or obligation to which Guarantor or any of its subsidiaries is a party or by which any of their respective assets may be bound or (z) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Guarantor, or any of its assets, except in the case of clauses (y) and (z) for such failures to obtain a necessary consent, defaults and violations which would not, individually or in the aggregate, have a material adverse effect on the ability of Guarantor to discharge its obligations under this Guaranty (a "Guarantor Material Adverse Effect").

(ii) No declaration, filing or registration with, or notice to, or authorization, consent or approval of any Governmental Authority is necessary for performance by Guarantor of its obligations hereunder, other than such declarations, filings, registrations, notices, authorizations, consents or approvals which, if not obtained or made would not, individually or in the aggregate, have a Guarantor Material Adverse Effect.

Section 8. Agreement to Perform and Pay Subordination. In furtherance of the foregoing and not in limitation of any other right that any Jurisdiction has at law or in equity against Guarantor by virtue hereof, upon the failure of the Company, to perform or pay any Obligation when and as the same shall become due, Guarantor hereby promises to and will forthwith, as the case may be, (a) perform, or cause to be performed, such unperformed Obligations and (b) pay, or cause to be paid, to the Jurisdictions the amount of such unpaid Monetary Obligations. Upon payment by Guarantor of any sums to the Jurisdictions as provided above, all rights of Guarantor against the Company, arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior indefeasible payment in full of all the Monetary Obligations. If any amount shall erroneously be paid to Guarantor on account of (i) such subrogation, contribution, reimbursement, indemnity or similar right or (ii) any such indebtedness of the Company, such amount shall be held in trust for the benefit of the Jurisdictions and shall forthwith be paid to the Jurisdictions to be credited against the payment of the Monetary Obligations or performance in accordance with the terms of the Lease Agreements.

Section 9. Information. Guarantor assumes all responsibility for being and keeping itself informed of the Company's financial condition and assets, and of all other circumstances bearing upon the risk of nonperformance of the Obligations (including the nonpayment of Monetary Obligations) and the nature, scope and extent of the risks that Guarantor assumes and incurs hereunder, and agrees that the Jurisdictions do not have any duty to advise Guarantor of information known to it regarding such circumstances or risks.

Section 10. Termination and Reinstatement. This Guaranty shall be effective as of the Effective Date (a) shall terminate when all the Obligations have been (i) performed in full, including the indefeasible payment in full of the Monetary Obligations or (ii) terminated and (b) shall continue to be effective or be reinstated, as the case may be, if at any time any payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Jurisdictions upon the bankruptcy or reorganization of the Company or Guarantor or for any other reason.

Section 11. Assignment; No Third Party Beneficiaries. This Guaranty and all of the provisions hereunder shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, and nothing herein express or implied will give or be construed to give any entity any legal or equitable rights hereunder. Neither this Guaranty nor any of the rights, interests and obligations hereunder shall be assigned by Guarantor, including by operation of law, without the prior written consent of the Jurisdictions; provided, however, that no assignment or transfer of rights or obligations by Guarantor shall relieve it from the full liabilities and the full financial responsibility, as provided for under this Guaranty, unless and until the transferee or assignee shall agree in writing to assume such obligations and duties and the Jurisdictions have consented in writing to such assumption.

Section 12. Amendment and Modification, Extension; Waiver. This Guaranty may be amended, modified or supplemented only by an instrument in writing signed on behalf of each of the Parties. Any agreement on the part of a Party to any extension or waiver in respect of this Guaranty shall be valid only if set forth in an instrument in writing signed on behalf of such Party. The failure of a Party to this Guaranty to assert any of its rights under this Guaranty or otherwise shall not constitute a waiver of such rights.

Section 13. Governing Law. It is the express intention of the Parties that all legal actions and proceedings related to this Guaranty or to any rights or any relationship between the Parties arising therefrom shall be solely and exclusively initiated and maintained in the courts of the Commonwealth of Virginia and the laws of the Commonwealth of Virginia shall govern the validity, interpretation, construction and performance of this Guaranty, excluding any conflict-of-law rules which would direct the application of the law of another jurisdiction.

Section 14. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given (as of the time of delivery or, in the case of a facsimile communication, of the times of confirmation) if delivered personally, sent by overnight courier (providing proof of delivery) or electronic mail (with follow up copy sent by any of the aforesaid means) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to the City:

City of Alexandria, Virginia
City Hall
301 King Street
Alexandria, Virginia 22313
Attention: City Manager
Email: rashad.young@alexandriava.gov

With a copy to (which shall not constitute notice):

City of Alexandria, Virginia
City Hall
301 King Street
Alexandria, Virginia 22313
Attention: Director of Transportation and Environmental Services
Email: rich.baier@alexandriava.gov

With a copy to (which shall not constitute notice):

City of Alexandria, Virginia
City Hall
301 King Street
Alexandria, Virginia 22313
Attention: City Attorney
Email: james.banks@alexandriava.gov

If to the County:

Arlington County, Virginia
2100 Clarendon Boulevard
Arlington, Virginia 22201
Attention: Director, Department of Environmental Services
Email: des@arlingtonva.us

With a copy to (which shall not constitute notice):

Arlington County, Virginia
2100 Clarendon Boulevard
Arlington, Virginia 22201
Attention: County Manager
Email: countymanager@arlingtonva.us

With a copy to (which shall not constitute notice):

Arlington County, Virginia
2100 Clarendon Boulevard, Ste 403
Arlington, Virginia 22201
Attention: County Attorney
Email: cao@arlingtonva.us

If to the Guarantor:

Covanta Holding Corporation
445 South Street
Morristown, NJ 07960
Attention: Timothy J. Simpson, General Counsel
Email: tsimpson@covantaenergy.com

Section 15. Jurisdiction and Enforcement.

(a) Each of the Parties irrevocably submits to the exclusive jurisdiction of (i) the United States District Court for the Eastern District of Virginia, Alexandria Division, or (ii) any other Virginia court sitting in Alexandria, Virginia or Arlington, Virginia for the purposes of any suit, action or other proceeding arising out of this Guaranty or any transaction contemplated hereby. Each of the Parties agrees to commence any action, suit or proceeding relating hereto either in the United States District Court for the Eastern District of Virginia, Alexandria Division. Each of the Parties further agrees that service of process, summons, notice or document by hand delivery or U.S. registered mail at the address specified for such Party in Section 14 (or such other address specified by such Party from time to time pursuant to Section 14) shall be effective service of process for any action, suit or proceeding brought against such Party in any such court. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Guaranty or the transactions contemplated hereby in (i) the United States District Court for the Eastern District of Virginia, Alexandria Division or (ii) any other Virginia court sitting in Alexandria, Virginia or Arlington, Virginia and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Guaranty were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled equitable relief, including without limitation, an injunction or injunctions to prevent breaches of this Guaranty and to specifically enforce the terms and provisions of this Guaranty, this being in addition to any other remedy to which they are justly entitled to, whether at law or in equity.

Section 16. Survival of Guaranty. All covenants, agreements, representations and warranties made by Guarantor herein and in the certificates or other instruments prepared or

delivered in connection with or pursuant to this Guaranty shall be considered to have been relied upon by the Jurisdictions and shall unconditionally survive the consummation of the transactions contemplated by the Lease Agreements, regardless of any investigation made by the Jurisdictions or on their behalf, and shall continue in full force and effect as long as any Obligations remain outstanding.

Section 17. Effectiveness; Counterparts. This Guaranty shall become effective when executed by Guarantor. This Guaranty may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

Section 18. Rules of Interpretation. The rules of interpretation specified in Section 1.2 of the Service Agreement shall be applicable to this Guaranty.

Section 19. Severability.

(a) If any term or other provision of this Guaranty is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Guaranty shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Guaranty so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by Applicable Law, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(b) In the event that the provisions of this Guaranty are claimed or held to be inconsistent with any other agreement or instrument evidencing the Obligations, the terms of this Guaranty shall remain fully valid and effective.

Section 20. Entire Guaranty. This Guaranty embodies the entire agreement and understanding of the Parties in respect of the matters contemplated hereby. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Guaranty supersedes all prior agreements and understandings between the Parties with respect to the matters contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by the Guarantor as of the date first above written.

COVANTA HOLDING COMPANY

By: 
Name: Anthony J Brinkdo
Title: Chief Executive Officer 

EXHIBIT B

Amendment to Operating Lease

[Attached]

**AMENDMENT NO. 1
TO
OPERATING LEASE AGREEMENT**

THIS AMENDMENT NO. 1 TO OPERATING LEASE AGREEMENT dated as of January 24, 2012 (this "Amendment No. 1") amends that certain Operating Lease Agreement dated as of November 1, 1998 (the "Operating Lease Agreement"), among the **CITY OF ALEXANDRIA, VIRGINIA SANITATION AUTHORITY** and **ARLINGTON COUNTY SOLID WASTE AUTHORITY**, each a body politic and corporate of the Commonwealth of Virginia (collectively, the "Lessor"), and **COVANTA ALEXANDRIA/ARLINGTON, INC.**, a Virginia corporation (successor to Ogden Martin Systems of Alexandria/Arlington, Inc.) (the "Lessee"). Except as otherwise expressly defined in this Amendment No. 1, capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Operating Lease Agreement.

WHEREAS, the Lessor and Lessee are parties to the Operating Lease Agreement which provides for the lease of the Facility Improvements to Lessee;

WHEREAS, in anticipation of the expiration on January 1, 2013, of the Amended and Restated Facility Construction and Operation Agreement dated October 1, 1985, as amended, by and among the Authorities, the Jurisdictions and the Company, the Jurisdictions and the Lessee desire to enter into that certain Waste Disposal and Service Agreement dated of even date herewith (the "Service Agreement"), pursuant to which the Lessee will continue to accept, process and dispose of the Jurisdictions' solid waste at the Facility, in accordance with the terms and conditions stated in the Service Agreement; and

WHEREAS, as a condition precedent to the execution and delivery of the Service Agreement, the Lessor and Lessee desire to enter into this Amendment No. 1 to amend certain terms and conditions of the Operating Lease Agreement, to be effective on the Effective Date (as such term is defined in the Service Agreement).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the Lessor and Lessee agree as follows:

1. Effectiveness. This Amendment No. 1 is contingent upon the execution and delivery of the Service Agreement by the Jurisdictions and Lessee and, following such occurrences, shall become effective on the Effective Date (as such term is defined in the Service Agreement). In the event that the Service Agreement is not executed and delivered by all the parties thereto on or prior to February 29, 2012, this Amendment No. 1 shall automatically terminate and be of no further force and effect.

2. Amendments to the Operating Lease Agreement.

(a) The definition of “Facility Agreement” in Section 1.01 of the Operating Lease Agreement is deleted in its entirety and the following is substituted in lieu thereof:

“ ‘**Facility Agreement**’ means the Waste Disposal and Service Agreement dated as of January 24, 2012, by and among the City, the County and the Company, as amended, modified, or supplemented from time to time.”

(b) The following definition of “Change” is hereby added to and inserted in the appropriate alphabetical order to Section 1.01 of the Operating Lease Agreement:

“ ‘**Change**’ means any restoration, modification, addition or alteration to the Facility.”

(c) The following definition of “Guarantor” is hereby added to and inserted in the appropriate alphabetical order to Section 1.01 of the Operating Lease Agreement:

“ ‘**Guarantor**’ means Covanta Holding Corporation, a Delaware corporation and the parent company of the Company.”

(d) The following definition of “Lease Guaranty” is hereby added to and inserted in the appropriate alphabetical order to Section 1.01 of the Operating Lease Agreement:

“ ‘**Lease Guaranty**’ means the guaranty executed by the Guarantor and issued in favor of the Jurisdictions wherein the Guarantor guarantees the obligations of the Company, as set forth in Exhibit C attached to the Facility Site Lease.”

(e) The following definition of “Permitted Encumbrances” is hereby added to and inserted in the appropriate alphabetical order to Section 1.01 of the Operating Lease Agreement:

“ ‘**Permitted Encumbrances**’ means:

(i) liens of contractors, subcontractors, suppliers of goods, materials, equipment or services, or laborers or other like liens arising in the ordinary course of business, in respect of claims which are paid or which liens are discharged within 60 days of the due date thereof or being contested in good faith by appropriate proceedings conducted with due diligence, or deposits made to obtain the release of such liens;

(ii) liens arising in connection with workers’ compensation, unemployment insurance, old age pensions and social security benefits and liens securing appeal and release bonds, provided that adequate provision for the payment of all such obligations has been made on the books of the Company or the Authorities (as the case may be);

(iii) liens incurred or deposits made in the ordinary course of business to secure the performance of tenders, statutory obligations, bids, leases, or government contracts and performance bonds, fee and expense arrangements with trustees and fiscal agents and similar obligations (exclusive of obligations incurred in connection with the borrowing of money or the payment of the deferred purchase price of property);

(iv) (a) any attachment lien being contested in good faith by appropriate proceedings diligently pursued if such lien shall have been duly stayed, and (b) any judgment lien so long as the judgment it secures shall have been discharged or the execution thereof stayed, in either case, prior to the earlier of the commencement of proceedings for the enforcement thereof or 30 days after the entry thereof, and so long as such judgment or attachment shall have been discharged within 30 days after the expiration of any such stay;

(v) liens in respect of taxes, assessments, governmental charges or levies on the Facility or other property of the Issuer, the Authorities or the Company (as the case may be) as to which interest and penalties have not yet accrued or which are being contested in good faith by appropriate proceedings being conducted with due diligence;

(vi) leases permitted under this Agreement;

(vii) any lien, security interest or encumbrance on any real property of the Company or the Authorities (as the case may be) not included in the Facility Site Lease;

(viii) any lien or security interest or encumbrance on the property or the receipts securing the Authorities placed upon any furniture, equipment or other tangible personal property or any fixture being acquired by the Company or the Authorities (as the case may be) at the time of acquisition or within ten days thereafter to secure all or a portion of the purchase price thereof;

(ix) existing easements and title exceptions described in the Facility Site Lease;

(x) such utility, access and other easements, rights of way, restrictions, exceptions, minor defects or irregularities in or clouds on title or encumbrances not arising out of the borrowing of money or the securing of advances of credit as normally exist with respect to properties similar in character to the Facility or the solid waste system revenues and which will not, in the opinion of the Company or the Authorities, interfere with or impair the operations of the Facility in any material respect;

(xi) any lien, security interest or encumbrance on any property of the Company or the Authorities not constituting part of the Facility Site, the Solid Waste System Revenues or the Revenues; and

(xii) the rights of banks in which funds of the Authorities or the Company (as the case may be) shall be deposited in the ordinary course of business of the Authorities or the Company, respectively.

(f) A new Section 1.03 is hereby added to the Operating Lease Agreement immediately after Section 1.02 and shall read in its entirety as follows:

“Section 1.03. Other Capitalized Terms. To the extent an initial capitalized term is used herein but not defined in this Agreement, such term shall have the meaning specified in the Facility Agreement.”

(g) Section 3.02 of the Operating Lease Agreement is deleted in its entirety and the following is substituted in lieu thereof:

“Section 3.02 Term. The term of this Agreement shall commence on the date of execution and delivery of this Agreement and shall terminate upon the earlier to occur of any of the following events:

(a) October 1, 2025, unless subsection (b) of this Section 3.02 is applicable;

(b) December 31, 2038, if and only if prior to October 1, 2025, the Jurisdictions, in their sole discretion, exercise their Extension Option (as defined in the Facility Agreement) in accordance with Section 2.3(c) of the Facility Agreement and the Facility Agreement is extended until December 31, 2038; provided further, however, if, at any time prior to October 1, 2025,

(1) the Facility Agreement is terminated as a result of an Event of Default of the Lessee under Section 10.3 of the Facility Agreement; or

(2) the Lessee fails to accept and Process Acceptable Waste at the Facility delivered by or on behalf of the Jurisdictions (each, a “Performance Event of Default”) and such failure constitutes:

(i) an Event of Default under Section 10.3(b) of the Facility Agreement, taking into account applicable cure periods; provided, that the Jurisdictions have given the Lessee written notice after the occurrence of the Event of Default that such Event of Default will entitle them to terminate the Extension Option under this Section 3.02(b) and such Event of Default is not fully cured within the

period commencing on the date of such written notice and ending six (6) months later (or such earlier time during the 6-month period if the Lessee is not diligently or continuously pursuing such cure); or

(ii) an Event of Default under Section 10.3(f) of the Facility Agreement.

(3) the Lessee fails to pay any amounts due and payable to the Jurisdictions (each, a “Payment Event of Default”) and such failure constitutes:

(i) an Event of Default under Section 10.3(a) of the Facility Agreement, taking into account applicable cure periods, provided, that the Jurisdictions have given the Lessee written notice after the occurrence of the Event of Default that such Event of Default will entitle them to terminate the Extension Option pursuant to this Section 3.02(b) and such Event of Default is not fully cured within a thirty (30) day period following the date of such written notice; or

(ii) an Event of Default under Section 10.3(f) of the Facility Agreement.

then the Jurisdictions may, upon written notice to the Lessee, terminate their Extension Option, in which case the term of this Agreement shall expire on October 1, 2025 notwithstanding the Jurisdictions’ earlier election of the Extension Option. For purposes of clarity, following the occurrence of an Event of Default (taking into account applicable cure period(s), if any, under Section 10.3 of the Facility Agreement) under Sections 3.02(b)(2)(i), (2)(ii), (3)(i), or (3)(ii) hereof and expiration of the cure period described in such section(s), if applicable, the Lessee shall have no additional cure period and the Jurisdictions may exercise their right to terminate the Extension Option at any time.

(c) the termination of this Agreement under Article VII upon the occurrence of an Event of Default; or

(d) the termination of the Facility Agreement by Lessee in accordance with Section 10.6(c) of the Facility Agreement.”

(h) Section 4.06 of the Operating Lease Agreement is deleted in its entirety and the following is substituted in lieu thereof:

“Section 4.06 Liens and Encumbrances. On or before the last day of the Term, Lessee shall discharge any liens placed on the Facility Improvements, other than any Permitted Encumbrances.”

(i) A new subsection (h) of Section 7.01 is hereby added to the Operating Lease Agreement immediately after subsection (g) of Section 7.01 and shall read in its entirety as follows:

“(h) at anytime after October 1, 2025 (if the Facility Agreement is extended until December 31, 2038 in accordance with Section 2.3(c) of the Facility Agreement), there is an Event of Default on the part of the Company under and as defined in the Facility Agreement to (1) accept and Process Acceptable Waste delivered by or on behalf of the Jurisdictions at the Facility or (2) pay any amounts due and payable to the Jurisdictions, or both, in each case, in accordance with, and as required by, the Facility Agreement that is not cured within the applicable cure period specified in Section 10.3 of the Facility Agreement; or”

(j) A new subsection (i) of Section 7.01 is hereby added to the Operating Lease Agreement immediately after subsection (h) of Section 7.01 and shall read in its entirety as follows:

“(i) The failure of the Guarantor to comply with its obligations under the Lease Guaranty in accordance with the terms and conditions therein.”

(k) The last paragraph of Section 7.01 of the Operating Lease Agreement is deleted in its entirety and the following is substituted in lieu thereof:

“The provisions of subsection (d) of this Section are subject to the following limitation: If by reason of an Event of Force Majeure (as defined in the Facility Agreement), Lessee is unable in whole or in part to carry out its agreements herein contained, Lessee shall not be deemed in default during the continuance of such inability and no Event of Force Majeure shall be deemed to have occurred so long as Lessee shall seek diligently and in good faith to overcome or remove the Event of Force Majeure as soon as possible; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of Lessee, and Lessee shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party when such course, if in the judgment of Lessee, is unfavorable to Lessee. Nothing in this paragraph shall affect the rights of Lessee or Lessor under the Facility Agreement associated with an Event of Force Majeure.”

(l) Subsection (f) of Section 8.03 of the Operating Lease Agreement is deleted in its entirety and the following is substituted in lieu thereof:

“(f) Lessee agrees with each Authority that it will protect, indemnify and hold the Authorities and the Jurisdictions harmless from and against all penalties, fines and charges of any federal, state or local government having jurisdiction over the Project, liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and attorneys’ fees, and will defend such Authorities and Jurisdictions in any suit or action (including appeals) arising from any violation of Applicable Law by Lessee, in connection with or as a result of this Agreement or the performance of its

obligations hereunder; provided, however, that Lessee shall not be responsible for a violation that was the result of the willful misconduct or negligent acts or omissions of any such Authority or Jurisdiction or a violation that would be caused by a Change made upon the request of the Jurisdictions under Section 13.6 of the Facility Agreement at their own expense if the plans and specifications for the Change were submitted to Lessee and Lessee notified the Jurisdictions that the Change might cause a violation of Applicable Law of the type indemnified against or if the Applicable Law violated was not in effect when plans and specifications were reviewed by Lessee. Each Authority and Jurisdiction shall promptly notify Lessee of the assertion of any claim against which it is indemnified hereunder, shall give Lessee the opportunity to defend such claim, and shall not settle such claim without the approval of Lessee. The indemnification provisions contained in this paragraph are for the protection of the Authorities and Jurisdictions only and shall not establish, of themselves, any liability to third parties.”

2. Representations and Warranties.

(a) Lessee hereby represents and warrants to the Lessor that:

(i) this Amendment No. 1 constitutes its legal, valid and binding obligation, enforceable against Lessee in accordance with its terms; and

(ii) on the date hereof, no Event of Default has occurred and is continuing.

(b) Lessor hereby represents and warrants to the Lessee that this Amendment constitutes its legal, valid and binding obligation, enforceable against Lessor in accordance with its terms.

3. Incorporation into Operating Lease Agreement. The provisions of this Amendment No. 1 are essential components of the Operating Lease Agreement and, as such, shall be incorporated into and are hereby made an essential part thereof.

4. Full Force and Effect. Except as expressly modified herein, all other terms and provisions set forth in the Operating Lease Agreement shall remain in full force and effect and shall not otherwise be affected by this Amendment No. 1. This Amendment No. 1 shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, and shall be governed by and construed under the laws of the Commonwealth of Virginia. No amendment, waiver, supplement or other modification of this Amendment No. 1 shall be effective unless made in writing and executed by each of the parties hereto.

5. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by

telecopier or electronic delivery shall be effective as delivery of a manually executed counterpart of this Amendment No. 1.

[SIGNATURE PAGE FOLLOWS]


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IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 as of the date first mentioned above.

ATTEST:

CITY OF ALEXANDRIA, VIRGINIA
SANITATION AUTHORITY

By: 
Name: Karen L. Palenich
Title: Chief Executive Officer
[seal]

By: 
Name: Thomas Van Wagoner
Title: Chairman, ASA Board

ATTEST:


ARLINGTON COUNTY SOLID WASTE
AUTHORITY


By: _____
Name: _____
Title: _____
[seal]

By: _____
Name: _____
Title: _____

ATTEST:

COVANTA ALEXANDRIA/ARLINGTON, INC.

By: 
Name: Patricia Collins
Title: VP + Assistant Secretary
[seal]

By: 
Name: Paul E. Stander
Title: Sr VP

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 as of the date first mentioned above.

ATTEST:

CITY OF ALEXANDRIA, VIRGINIA
SANITATION AUTHORITY

By: _____
Name: _____
Title: _____
[seal]

By: _____
Name: _____
Title: _____

ATTEST:

ARLINGTON COUNTY SOLID WASTE
AUTHORITY

By: Mark J. Schwartz
Name: Mark J. Schwartz
Title: Deputy County Manager
[seal]

By: Barbara M. Donnellan
Name: Barbara M. Donnellan
Title: County Manager / Executive Director

ATTEST:

COVANTA ALEXANDRIA/ARLINGTON, INC.

By: Patricia Collins
Name: Patricia Collins
Title: VP + Assistant Secretary
[seal]

By: Paul E. Stander
Name: Paul E. Stander
Title: Sr VP

EXHIBIT C-1

Hauler Rules and Regulations

[Attached]

COVANTA ALEXANDRIA / ARLINGTON, INC. (CAAI)

SCHEDULE A

FACILITY HOURS

Receiving Hours

Receiving hours are:

Monday through Friday 5:00AM to 6:00PM

Saturday 6:00AM to 12:00PM

Closed Sundays, Christmas and New Year's Day

Most Holidays the facility works on a modified schedule usually 6:00AM to 3:00PM and will post the hours accordingly ahead of time.

SCHEDULE B

FACILITY OPERATION AND REGULATIONS

The following are general rules and regulations governing the activities of all vehicles entering the facility premises. They may be supplemented from time to time by additional rules and regulations established by the particular Facility which is the subject of this Agreement or which may pertain to the nature of the waste delivered.

- A. Please refer to Schedule A for facility operational hours.
- B. Haulers shall proceed through the second entrance and proceed to scale house to obtain a scale house ticket (sign one and keep one). The speed limit at the Facility is five (5) MPH - unless otherwise posted. After unloading in the tipping area, trucks shall exit the facility. All Hauler traffic is one-way from entrance to exit. Vehicles should not proceed onto or off the scales until instructed to do so by the attendant. **Drivers will not line up more than two trucks beyond the tipping floor entry door; they will wait at the scale house prior to moving forward.** Drivers may be required to depart their vehicles during weighing. After leaving the scale, drivers shall proceed to the tipping area and upon entering, proceed to the floor area for unloading as directed by CAAI personnel. Vehicles shall stay in the marked lanes. Manual unloading is discouraged except that drivers shall assist in removing any waste from their vehicles which cannot be directly discharged into the pit. Drivers shall unload in an

expedient manner to maintain traffic flow through the Facility. **At no time shall anyone on the truck go beyond a six foot radius of their truck for safety reasons.**

- C. Vehicles may be directed to a specific area of the tipping floor to unload for spot inspection. At the discretion of CAAI, the driver may be required to reload non-hazardous, Unacceptable Waste for disposal at another location. If Hazardous Waste is found, the driver and vehicle shall remain at the Facility until appropriate environmental health or other enforcement officials arrive. The removal and disposal of all rejected waste shall be the Supplier's responsibility. CAAI personnel will direct reloading and removal.
- D. Trucks with hydraulic leaks will be allowed to unload but not permitted further use of the facility until the leak is repaired. Vehicles with repeated mechanical problems or those deemed unsafe at CAAI's discretion may be permanently suspended from the facility. Any supplies used by CAAI for example oil absorbent will be invoiced at month end on your tipping invoice.
- E. Hauler shall follow standard vehicle safety practices at all times and observe CAAI Safety Regulations.
- F. All open loads must be securely covered when outside of tipping floor enclosure.
- G. Vehicles shall not be left unattended on the site or access roads. Vehicles with mechanical problems shall arrange for immediate towing so that roads remain clear at all times. No vehicles are to remain at the Facility overnight.
- H. Any damage to property or injury to persons shall be reported promptly to the Facility Manager or Administrator. In the event of an accident, fire or damage which impairs the flow of traffic or the ability to dispose of waste, drivers shall follow all directions of CAAI employees. Drivers discovering fire in their trucks (hot loads) shall be diverted to a designated area and shall assist CAAI personnel in extinguishing the fire or in alerting the fire department.
- I. All drivers must proceed with care and follow directions issued by appropriate facility staff. Safety rules, posted speed limits and traffic rules will be strictly enforced.
- J. An initial tare weight shall be obtained on each vehicle disposing of Acceptable Waste at the Facility for the first time. Such tare weights shall be obtained at the direction and under the procedures set forth by one of the facility scale house attendants.
- K. If both sets of scales are rendered inoperable, CAAI will use its best efforts to quickly correct the problem and reinstate scale operations. During any such period when the scales are not operating, the Supplier shall accept reasonably estimated weight based on historical data.
- L. Upon request of a CAAI employee and on a random basis or for suspected problem loads, trucks may be directed to a specific area on the tipping floor to unload for examination of waste being delivered. The truck shall not leave the facility until released by the CAAI. This spot check may result in some materials being rejected or in the discovery of Hazardous Waste.
 - 1. For Prohibited Waste which is not Hazardous Waste, the Hauler may be required at the direction of CAAI to reload such materials for disposal at another location.
 - 2. For Hazardous Waste, as defined by Federal, State and local laws and regulations, Haulers shall remain at the Facility until appropriate public health and law enforcement officials arrive.

M. Hauler must ascertain they are clear of crane activity before placement and unloading.

TIPPING AREA PROCEDURES

- A. Upon exiting the scales, trucks should enter the enclosed tipping area and as directed, back to the curb at the edge of the pit. Upon unloading, the driver will assist in cleaning the area before exiting the facility and make sure all refuse is off all external parts of the vehicle, and any refuse improperly unloaded on the floor is directed by the Loader Operator or Tipping Floor Attendant to proper area inside the Tipping Building).
- B. Upon request on a CAAI employee or jurisdiction inspector, on a random basis or for suspected problem loads, trucks may be directed to a specific area on the tipping floor to unload for examination of waste being delivered. The driver and truck shall not leave the facility until released by the requestor. Spot checks may result in some materials being rejected as follows:
- 1 Prohibited waste which is not hazardous waste may require the hauler at the direction of inspector to re-load the truck for disposal elsewhere.
 - 2 Hazardous waste, as defined by Federal, State and Local laws and regulations require the hauler to remain at the facility until appropriate Public Health and Law Enforcement officials arrive.
 - 3 Out of jurisdiction waste (other than City of Alexandria or Arlington County) without prior approval may require detainment until proper jurisdiction officials arrive to release offender.
- C. Haulers are required to make every effort to unload at the pit in an expedient and safe manner to assure even traffic flow throughout the facility.

Emergencies and Damages -

- A. Haulers at the Facility who discover a fire in their trucks (hot load) shall be diverted to a designated area on the tipping floor or outside area to unload. CAAI employees and/or the Fire Department shall use available equipment to extinguish all fires.
- B. In the event of accidents, explosions or Facility damage which impairs the flow of traffic or ability to dispose of Acceptable Waste at the Facility, Haulers shall follow directions and procedures from CAAI employees in dealing with such events.
- C. Any damage to Hauler's trucks or equipment, occurring at the Facility shall be immediately reported to the Facility Manager, before leaving facility, for appropriate action.

Rejected Loads -

- A. All Prohibited Waste shall be rejected from the Facility if delivery is attempted. Haulers who have received weight tickets for loads which contain a portion of Prohibited Waste shall not receive a credit for such deliveries.
- B. CAAI reserves the right to reject total or partial loads being delivered to the Facility if special handling would be required, or bill the hauler for the special handling costs.

D. Haulers shall dispose of rejected loads at a site and in a manner prescribed by law.

E. Waste will be visually screened randomly by CAAI operators before being discharged into the pit. Waste vehicles delivering directly to the facility will be required to discharge their loads onto the tipping floor for visual screening by a CAAI inspector stationed on the tipping floor during all receiving hours. The CAAI loader operator will also visually screen waste discharged onto the tipping floor prior to pushing waste into the pit. The CAAI crane operator will screen waste discharged into the pit before placing into the charging hopper.

In the event hazardous waste is discovered in a delivery vehicle prior to discharge, the driver will not be permitted to discharge the load and will be directed to an isolated area and appropriate notification will be made to the proper agencies. The hauler will be responsible to notify the generator of the material of any concerns arising from the delivery. If hazardous wastes are found after discharged onto tipping floor, CAAI personnel will contain the material(s) to minimize adverse effects on the facility and facility personnel followed by immediately notifying the proper authorities. Facility management will be responsible for contacting appropriate response agencies to have the material(s) removed from the site and properly disposed all at haulers expense.

If unacceptable waste, other than hazardous waste is found in any load dumped on the tipping floor, that waste will be loaded into the white goods roll-off container located on site by the employee parking lot. If unacceptable waste, other than hazardous waste is found in any load dumped into the pit, it will be removed by the crane and loaded into the same roll-off container. The roll-off container containing unacceptable waste will be hauled to the landfill by a subcontractor of CAAI. In cases where the material is considered to be a possible immediate threat (i.e. explosives or ruptured drums) the material is left in place, roped off if possible, and personnel and traffic evacuated from the area. The appropriate governmental or local authorities will be contacted immediately. Removal of all hazardous materials from the facility is in accordance with the Commonwealth and Federal regulations, utilizing only licensed or approved hazardous waste haulers and approved disposal sites.

ENFORCEMENT AND INTERPRETATION

Any violation of these Rules and Regulations shall be subject to the enforcement procedures and penalties, including but not limited to, fines and suspension of tipping privileges.

DRIVER AND PERSONNEL REGULATIONS

To apply to all individuals transported on any Hauler vehicles.

1. Trucks are not to be left unattended. All personnel must remain with their truck.
2. All trucks must proceed with care and follow directions issued by appropriate plant staff and obey posted traffic signs.
3. Trucks are not to bump or roll into pit curb.
4. Drivers should ascertain correct placement of equipment before releasing load.
5. Cigarettes or other sources of combustion are not to be in or around pit area.
6. Foul language and inappropriate behavior are not permitted on site, ie: spitting, swearing, lewd gestures, littering, etc.
7. No Hauler shall possess, consume, nor be under the influence of any illegal or intoxicating substances.

HAULER IDENTIFICATION

- A. Each hauler shall properly display and comply with their respective jurisdiction rules regarding truck and equipment identification and permitting. Vehicle and container ID shall be made visible to the scale house operator by placing permit identification on both sides of the vehicle. Haulers collecting outside of the City of Alexandria or County of Arlington must meet the permitting requirements and be permitted by the City of Alexandria. Such collection must be approved by the facility.

NOTICE OF HAULER CHANGES

Each hauler shall give the facility advance written notification of any changes in haulers operation which would have a material effect on delivery schedules or weight records, and shall include the effective date or dates of such changes. These include however are not limited to any of the following:

- a. change in name or mailing information
- b. change in phone number
- c. any change in ownership
- d. purchase or sale of trucks
- e. purchase or sale of containers
- f. purchase or sale of packer bodies
- g. leased or borrowed trucks or equipment
- h. sale, lease or transfer of a substantial portion of hauler's business operations

In the instances of sale, lease, change in ownership or transfer of a portion of hauler's business operations, CAAI reserves the right to refuse tipping privileges to the current owner until tipping fees against the previous owner's account have been received and the new entity has supplied CAAI with new credit application paperwork and payment security deposit has been made.

TARE WEIGHTS

- A. An initial tare weight shall be obtained on each individual truck and individual container disposing of acceptable waste at the facility for the first time. Such tare weights shall be obtained at the direction and under the procedures set forth by the facility scale house attendant.
- B. After the initial tare weights have been obtained, CAAI employees may require an updated tare weight on a random basis to verify weight record. Haulers shall cooperate with CAAI employees to provide such data as required.
- C. Unless the truck is empty, first time tares will require that the truck proceed through the scale for a gross weight, unload in the tipping area, exit the facility and return through the entrance gate to the scale house to provide the tare weight. A weight ticket will then be provided.
- D. Haulers failing to comply with the tare weight procedures shall be billed for the gross weight of the loaded truck, plus any applicable fines.
- E. Haulers shall not request spot tare weight checks for their trucks.
- F. New permits will require new tare weight.

WEIGHT TICKETS

- A. The driver of each truck disposing of waste at the facility will be presented with a weight ticket from the scale house attendant. Such tickets indicate date, haulers company name, vehicle identification, gross weight, tare weight, net weight and total cost. **Each driver is required to sign the waste tickets legibly and retain the top copy for their records, return the 2nd copy to the attendant.** These weight tickets are the haulers receipts for deliveries to the facility. Refusal to sign the weight tickets will result in driver being prohibited into the facility until such time that he agrees to sign the weight ticket that is to be returned to the facility.
- B. Trucks arriving at the scale house which do not have the appropriate hauler and truck identification will be rejected from the facility.
- C. All haulers who fail to sign for or receive a weight ticket will be billed for such delivery as if a weight ticket had been signed and received.
- D. In the event manual tickets must be issued, the ticket will contain date, haulers company name, vehicle identification, gross weight, tare weight, net weight and driver's signature.
- E. Haulers are responsible for ascertaining the accuracy of their tickets before signing. Discrepancies reported after disposing of load will be billed at the option of CAAI for either:
 - 1. Maximum net load equipment could legally carry.
 - 2. Maximum load delivered to the facility within the previous 60 days.

SCHEDULE C

UNACCEPTABLE WASTE

UNACCEPTABLE WASTE shall mean:

- (a) Hazardous Waste and materials, if present in concentrations or quantities that, in the reasonable judgment of CAAI:
 - (i) would pose a substantial threat to public health or safety;
 - (ii) may cause applicable air quality or water effluent standards to be violated by the normal operation of the Facility; or
 - (iii) have a reasonable possibility of adversely affecting the operation of the Facility in any material respect, and
- (b) if the concentrations or quantities exceed those normally found in solid waste generated in residential, commercial or light industrial areas.

The following materials are Unacceptable Waste:

A. Explosives

- Dynamite
- Hand grenades
- Blasting caps
- Shotgun shells
- Any other explosives
- Fireworks

B. Liquid Wastes

| | |
|------------|---------------------------------|
| Gasoline | Alcohol |
| Kerosene | Acids |
| Turpentine | Hydraulic oil |
| Waste oil | Petroleum |
| Ether | Caustics |
| Naphtha | Sewage or process waste waters |
| Acetate | Leachate |
| Solvents | Sewage sludge |
| Paints | Inflammable or volatile liquids |
| Fungicides | Insecticides |

C. Demolition Debris (should go to approved TS or C&D landfill)

| | |
|-----------|---|
| Aggregate | Structural clay products |
| Brick | Soil |
| Stone | Asbestos |
| Cement | Roofing materials |
| Gravel | Materials that cannot be shredded at the Facility |
| Sand | Plaster |

Porcelain
Creosote treated lumber or telephone poles
Drywall
Other noncombustible demolition debris

D. Miscellaneous Materials

Offal
Tar
Asphalt
Sealed drums
Pressurized containers
Batteries
Automobile parts
Tree stumps
Tree limbs or logs greater than 4 to 6-feet in length & 6" to 8" in diameter (thickness)

E. Tires

Tires mounted on rims
Tires whose rims exceed 16 1/2"

F. Pathological or Infectious Waste (Medical Waste)

G. Hazardous Waste

As defined under Federal, State and local laws and regulations

H. White Goods items containing ozone depleting substances such as Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs) with common names such as "Freon" and Refrigerants ("R-12"). These white goods include:

| | |
|---|----------------------|
| Refrigerators | Water coolers |
| Freezers | Dehumidifiers |
| Ice makers | |
| Air conditioners (window, motor vehicle, other type) | |

Note: Loads whose major components are acceptable non-combustible metal items ("white goods") must off-load to the Facility's metal box as directed by the Covanta tipping floor attendant. "White goods" items to be directed to the metal box include, but are not limited to:

appliances, water heaters, metal furniture and equipment, etc.

Haulers who transport appliances with motors that may have capacitors containing PCBs may be required, at the discretion of CAAI, to certify that these capacitors have been removed before disposal.

Schedule D

TIPPINGNG FLOOR SAFETY PROCEDURE

For Hauler (drivers and their assistants)

Please follow the requirements for everyone's safety!

1. Watch for tipping floor hazards. Exercise caution and good judgment.
2. Do not possess, consume or be under the influence of drugs or alcohol. Do not smoke.
3. No urinating anywhere on tipping floor or anywhere on facility grounds other than approved rest rooms.
4. Do not ride on the back of a vehicle or walk along a vehicle when the vehicle is moving. Do not ride or be near the rear of a vehicle when the truck is dumping its load.
5. Follow directions given by facility employees (such as which tipping bay to use when dumping your load). Also follow all procedures required by your employer.
6. Observe posted speed limits. Stop at all stop signs. Follow flow of traffic signs. Haulers are obligated to remove disabled trucks from the facility. Covanta reserves the right to tow a disabled vehicle at hauler's cost to outside of the Tipping floor building or outside main traffic flow on the property.
7. Do not leave your vehicle unattended. Do not bump vehicles or roll into or over the pit curbs. Also, verify that the crane grapple is clear of the area in front of the tipping bay before backing into the bay to dump your load.
8. Secure containers so leaking or spilling doesn't occur.
9. Do not walk within six (6) feet of the pit, as marked on the tipping floor side walls.
10. When traveling with an assistant, only one of you should exit from the vehicle at a time. When out of the vehicle, stay within close proximity of the truck at all times.
11. If you have to release your tailgate or equipment, stop so the back of the truck is 10 feet form the edge of the pit. After stopping no less than ten feet, get out to release your gate or equipment, then re-enter the vehicle – don't stand behind the back of an open tailgate. Back the vehicle up to the pit and discharge load. After dumping, drive forward so the back of the truck is lined up to the 10-ft line. Get out of the truck to re-latch it. Get back into the truck. Drive the truck away from the tipping bay location. Your assistant should be with the truck at all times.
12. Don't jog the vehicle back and forth to jar the load loose when the truck is packed too tightly. Don't stand behind the vehicle in an attempt to loosen the load.
13. Covanta employees are not permitted to help you release or free-up your load.

14. You may be asked to dump directly onto the tipping floor by any Covanta employee. If so, be sure not to exit the vehicle unless 6 feet or more from the curb along the open pit. Always stay within close proximity of your truck.
15. Facility Management will notify your employer if you do not follow these procedures and possible fines may be levied.
16. Covanta employees are required to wear a hard hat, safety glasses, approved footwear, hearing protection and a reflective vest. **For your safety Covanta recommends you also wear the same personal protective equipment.** Additionally you must always use a harness and lifeline working outside of a tipping floor vehicle within 6 feet of the curb in front of the edge of the pit.
17. No one shall ever crawl underneath a truck and/or trailer or inside the hydraulic ram compartment on packer trucks, while on the Tipping Floor.
18. If your truck has developed an operational malfunction and is unable to perform the unloading function, no attempts should be made to make repairs on the tipping floor unless authorized by a Covanta Manager or designee. The Covanta Equipment Operator or Tipping Floor Attendant should be notified who will contact Covanta Manager/Shift Supervisor.
- 19. Completely comply and train all drivers on attached standard for Reverse Signal Operation safety requirements per DOT and VDOT regulations (16 VAC 25-97).**
- 20. Covanta employees are not permitted to assist you as a designated observer or ground guide in the event of any malfunction with your vehicle including and up to a reverse signal malfunction.**

Covanta Alexandria / Arlington, Inc.

A Covanta Energy Company

5301 Eisenhower Avenue

Alexandria, VA 22304

Telephone: 703 370 7722

Facsimile: 703 751 2567



RECEIPT AND ACKNOWLEDGEMENT

I, _____, owner / officer of _____
_____ (Company) acknowledge receipt of the Covanta
Alexandria / Arlington Inc. Hauler Rules and Regulations including Schedule C (Prohibited Waste) and Tipping
Floor Safety Procedures (Schedule D). I have read the aforementioned and hereby agree to adhere to all
rules and regulations of the facility. I further agree to provide a copy of these rules and regulations for all
drivers and or employees who may have occasion to make use of the facility. I understand that violation of
these rules and regulations can result in fines or revocation of dumping privileges.

(Printed Name)

(Company Name)

(Signature)

(Date)

(Witness)

(Date)

EXHIBIT C-2

Vehicle Identification Procedure

HAULER IDENTIFICATION

A. Each hauler shall properly display and comply with their respective jurisdiction rules regarding truck and equipment identification and permitting. Vehicle and container ID shall be made visible to the scale house operator by placing permit identification on both sides of the vehicle.

EXHIBIT C-3

Resident Area Rules and Regulations

The current rules and regulations applicable to the City Residents' Receiving Area are as follows:

| | |
|-------------|---|
| HOURS | MONDAY – FRIDAY: 6 AM – 5:30 PM SATURDAY: 6 AM – 11:30 AM CLOSED SUNDAYS & HOLIDAYS |
| CHECK-IN | CHECK IN WITH SCALE ATTENDANT FIRST RESIDENTS MUST DRIVE ONTO THE SCALE AT THE SCALEHOUSE PROVIDE PROOF OF RESIDENCY (I.E., DRIVERS LICENSE, CAR REGISTRATION, ETC.) AND ALLOW INSPECTION OF WASTE BEFORE OFFLOADING FOLLOW INSTRUCTION OF SCALE HOUSE ATTENDANT AT ALL TIMES |
| LIMITS | MAXIMUM OF 500 LBS. PER WEEK PER RESIDENT IF MORE THAN 500 LBS. ARE DELIVERED IN THE WEEK, THE RESIDENT WILL BE CHARGED THE GATE RATE |
| MIXED LOADS | LOADS CONTAINING ANY UNACCEPTABLE WASTE MIXED WITH ACCEPTABLE WASTE WILL BE REJECTED. ONLY ACCEPTABLE WASTE WILL BE ACCEPTED. |
| SCAVENGING | ABSOLUTELY NO SCAVENGING IS PERMITTED. NOTHING MAY BE REMOVED FROM THE DUMPSTER OR TIPPING FLOOR |
| CONTRACTORS | CONTRACTORS OR BUSINESS OWNERS CAN NOT USE THE RESIDENTIAL DUMPSTER FOR BUSINESS USE. |

The Resident Area Rules and Regulations may be amended or modified by the Company only pursuant to Section 3.6 of the Waste Disposal and Service Agreement.

Exhibit D

Guaranty

[Attached]

GUARANTY

THIS GUARANTY made as of the 24th day of January, 2012, **COVANTA HOLDING CORPORATION**, a Delaware corporation (“Guarantor”), having its principal place of business in Morristown, New Jersey, to and for the benefit of the **CITY OF ALEXANDRIA, VIRGINIA** (the “City”) and **ARLINGTON COUNTY, VIRGINIA** (the “County”, and together with the City, the “Jurisdictions”). Guarantor and the Jurisdictions are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Jurisdictions contracted with Covanta Alexandria/Arlington, Inc. (“Company”), a wholly owned subsidiary of the Guarantor, for Solid Waste disposal and Processing services at the waste-to-energy facility located in Alexandria, Virginia (the “Project”), pursuant to that certain Waste Disposal and Service Agreement, dated as of January 24, 2012 (as amended, supplemented or otherwise modified from time to time) (the “Service Agreement”);

WHEREAS, the Jurisdictions are willing to enter into the Service Agreement only upon the condition that Guarantor execute this agreement;

WHEREAS, the Guarantor has agreed to guarantee payment and performance of the Company’s covenants, agreements and obligations under the Service Agreement and any amendment(s) thereto; and

WHEREAS, the Guarantor will benefit from the transactions contemplated by the Service Agreement.

NOW, THEREFORE, in consideration of the foregoing and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Guarantor for the purpose of inducing the Jurisdictions to enter into the Service Agreement, the Guarantor hereby makes the following guarantees to and agreements with the Jurisdictions:

Section 1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned them in the Service Agreement.

Section 2. Guaranty. Beginning on the Effective Date, Guarantor absolutely, irrevocably and unconditionally guarantees to the Jurisdictions: (a) the due and punctual payment of (i) each payment required to be made by Company under the Service Agreement, when and as due, including payments in respect of reimbursement of disbursements and interest thereon and (ii) all other monetary obligations of the Company under the Service Agreement, including without limitation all indemnities, fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, whether such obligations now exist or arise hereafter (all such obligations referred to in this clause (a) being collectively referred to as the “Monetary Obligations”); and (b) the due and punctual performance and observance of, and compliance with, all covenants, agreements and obligations of the Company under or pursuant to the Service Agreement, or any other agreement or instrument entered into by the Company in connection

with the Service Agreement, whether such obligations now exist or arise hereafter (all such obligations referred to in the preceding clauses (a) and (b) being collectively referred to as the “Obligations”). Guarantor agrees that the Obligations may be extended, amended, modified or renewed, in whole or in part, without notice to or further assent of Guarantor, and that of Guarantor will remain bound by and will honor its guarantee hereunder notwithstanding any extension, amendment, modification or renewal of any Obligation by any Jurisdiction and the Company. This Guaranty shall remain in full force and effect until expiration of the Service Agreement.

Section 3. Obligations Not Waived. To the fullest extent permitted by Applicable Law, Guarantor waives all notices whatsoever with respect to this Guaranty and the Service Agreement or with respect to the Obligations, including presentment to, demand of payment from and protest to the Company of any of the Obligations, and notice of acceptance of its guarantee and notice of protest for nonpayment. To the fullest extent permitted by Applicable Law, the Obligations of Guarantor hereunder shall not be affected by (a) the failure of any Jurisdiction to assert any claim or demand or to enforce or exercise any right or remedy against the Company in respect of the Obligations or otherwise under the provisions of the Service Agreement, or otherwise, or, in each case, any delay in connection therewith, or (b) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of the Service Agreement, or any other agreement to which the Company is a party.

Section 4. Continuing Guaranty of Payment and Performance. Guarantor further agrees that its guaranty constitutes a continuing guaranty of payment and performance when due, and not of collection, and Guarantor further waives any right to require that any resort be had by any Jurisdiction to any security.

Section 5. No Discharge or Diminishment of Guaranty.

(a) The obligations of Guarantor hereunder shall not be subject to any reduction, limitation, impairment or termination, or be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever, or otherwise be affected, for any reason (other than the performance in full of all Obligations, including the indefeasible payment in full of all Monetary Obligations, or the termination of all the Obligations), including: any claim of waiver, release, surrender, alteration or compromise of any of the Obligations; the invalidity, illegality or unenforceability of the Obligations; the occurrence or continuance of any event of bankruptcy, reorganization, insolvency, receivership or other similar proceeding with respect to the Company or any other person (for purposes hereof, “person” means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization or Governmental Authority), or the dissolution, liquidation or winding up of the Company or any other person; any permitted assignment or other transfer of this Guaranty by any Jurisdiction or any permitted assignment or other transfer of the Service Agreement; any sale, transfer or other disposition by Guarantor of any direct or indirect interest it may have in the Company or any other change in ownership or control of the Company; or the absence of any notice to, or knowledge on behalf of, Guarantor of the existence or occurrence of any of the matters or events set forth in the foregoing clauses.

(b) Without limiting the generality of the foregoing, the Obligations of Guarantor hereunder shall not be discharged or impaired or otherwise affected by the failure of the Jurisdictions to assert any claim or demand or to enforce any remedy under the Service Agreement, by any waiver or modification of any provision thereof, by any default, failure or delay, willful or otherwise, in the performance of the Obligations, or by any other act or omission that may or might in any manner or to any extent vary the risk of Guarantor or that would otherwise operate as a discharge of Guarantor as a matter of law or equity (other than the performance in full of all Obligations, including the indefeasible payment in full in cash of all Monetary Obligations, or the termination of all the Obligations).

Section 6. Defenses Waived. A Jurisdiction may compromise or adjust any part of the Obligations, make any other accommodation with the Company or exercise any other right or remedy available to it against the Company, without affecting or impairing in any way the liability of Guarantor hereunder except to the extent all the Obligations have been fully and finally performed, including the indefeasible payment in full of all Monetary Obligations, or terminated. To the fullest extent permitted by Applicable Law, Guarantor waives any defense arising out of any such Jurisdiction's election even though such election operates, pursuant to Applicable Law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of Guarantor against the Company or any security. Guarantor waives all defenses to which it may be entitled under Applicable Law as in effect or construed from time to time.

Section 7. Representations and Warranties of Guarantor. Guarantor represents and warrants to the Jurisdictions as follows:

(a) Organization. Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as is now being conducted.

(b) Authority Relative to this Guaranty. Guarantor has all necessary corporate power and authority to execute and deliver this Guaranty and to perform its obligations hereunder. The execution and delivery by Guarantor of this Guaranty and performance by Guarantor of its obligations hereunder have been duly and validly authorized by and on behalf of the Guarantor and no other corporate proceedings on the part of Guarantor are necessary to authorize this Guaranty or performance by Guarantor of its obligations hereunder. This Guaranty has been duly and validly executed and delivered by Guarantor and constitutes a valid and binding agreement of Guarantor, enforceable against Guarantor in accordance with its terms.

(c) Consents and Approvals; No Violation.

(i) Neither the execution and delivery of this Guaranty by Guarantor nor performance by Guarantor of its obligations hereunder will (x) conflict with or result in any breach of any provision of the organizational or governing documents or instruments of Guarantor, (y) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage,

indenture, license, agreement, lease or other instrument or obligation to which Guarantor or any of its subsidiaries is a party or by which any of their respective assets may be bound or (z) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Guarantor, or any of its assets, except in the case of clauses (y) and (z) for such failures to obtain a necessary consent, defaults and violations which would not, individually or in the aggregate, have a material adverse effect on the ability of Guarantor to discharge its obligations under this Guaranty (a “Guarantor Material Adverse Effect”).

(ii) No declaration, filing or registration with, or notice to, or authorization, consent or approval of any Governmental Authority is necessary for performance by Guarantor of its obligations hereunder, other than such declarations, filings, registrations, notices, authorizations, consents or approvals which, if not obtained or made would not, individually or in the aggregate, have a Guarantor Material Adverse Effect.

Section 8. Agreement to Perform and Pay Subordination. In furtherance of the foregoing and not in limitation of any other right that any Jurisdiction has at law or in equity against Guarantor by virtue hereof, upon the failure of the Company, to perform or pay any Obligation when and as the same shall become due, Guarantor hereby promises to and will forthwith, as the case may be, (a) perform, or cause to be performed, such unperformed Obligations and (b) pay, or cause to be paid, to the Jurisdictions the amount of such unpaid Monetary Obligations. Upon payment by Guarantor of any sums to the Jurisdictions as provided above, all rights of Guarantor against the Company, arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior indefeasible payment in full of all the Monetary Obligations. If any amount shall erroneously be paid to Guarantor on account of (i) such subrogation, contribution, reimbursement, indemnity or similar right or (ii) any such indebtedness of the Company, such amount shall be held in trust for the benefit of the Jurisdictions and shall forthwith be paid to the Jurisdictions to be credited against the payment of the Monetary Obligations or performance in accordance with the terms of the Service Agreement.

Section 9. Information. Guarantor assumes all responsibility for being and keeping itself informed of the Company’s financial condition and assets, and of all other circumstances bearing upon the risk of nonperformance of the Obligations (including the nonpayment of Monetary Obligations) and the nature, scope and extent of the risks that Guarantor assumes and incurs hereunder, and agrees that the Jurisdictions do not have any duty to advise Guarantor of information known to it regarding such circumstances or risks.

Section 10. Termination and Reinstatement. This Guaranty shall be effective as of the Effective Date (a) shall terminate when all the Obligations have been (i) performed in full, including the indefeasible payment in full of the Monetary Obligations or (ii) terminated and (b) shall continue to be effective or be reinstated, as the case may be, if at any time any payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Jurisdictions upon the bankruptcy or reorganization of the Company or Guarantor or for any other reason.

Section 11. Assignment; No Third Party Beneficiaries. This Guaranty and all of the provisions hereunder shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, and nothing herein express or implied will give or be construed to give any entity any legal or equitable rights hereunder. Neither this Guaranty nor any of the rights, interests and obligations hereunder shall be assigned by Guarantor, including by operation of law, without the prior written consent of the Jurisdictions; provided, however, that no assignment or transfer of rights or obligations by Guarantor shall relieve it from the full liabilities and the full financial responsibility, as provided for under this Guaranty, unless and until the transferee or assignee shall agree in writing to assume such obligations and duties and the Jurisdictions have consented in writing to such assumption.

Section 12. Amendment and Modification, Extension; Waiver. This Guaranty may be amended, modified or supplemented only by an instrument in writing signed on behalf of each of the Parties. Any agreement on the part of a Party to any extension or waiver in respect of this Guaranty shall be valid only if set forth in an instrument in writing signed on behalf of such Party. The failure of a Party to this Guaranty to assert any of its rights under this Guaranty or otherwise shall not constitute a waiver of such rights.

Section 13. Governing Law. It is the express intention of the Parties that all legal actions and proceedings related to this Guaranty or to any rights or any relationship between the Parties arising therefrom shall be solely and exclusively initiated and maintained in the courts of the Commonwealth of Virginia and the laws of the Commonwealth of Virginia shall govern the validity, interpretation, construction and performance of this Guaranty, excluding any conflict-of-law rules which would direct the application of the law of another jurisdiction.

Section 14. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given (as of the time of delivery or, in the case of a facsimile communication, of the times of confirmation) if delivered personally, sent by overnight courier (providing proof of delivery) or electronic mail (with follow up copy sent by any of the aforesaid means) to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to the City:

City of Alexandria, Virginia
City Hall
301 King Street
Alexandria, Virginia 22313
Attention: City Manager
Email: rashad.young@alexandriava.gov

With a copy to (which shall not constitute notice):

City of Alexandria, Virginia
City Hall
301 King Street
Alexandria, Virginia 22313
Attention: Director of Transportation and Environmental Services
Email: rich.baier@alexandriava.gov

With a copy to (which shall not constitute notice):

City of Alexandria, Virginia
City Hall
301 King Street
Alexandria, Virginia 22313
Attention: City Attorney
Email: james.banks@alexandriava.gov

If to the County:

Arlington County, Virginia
2100 Clarendon Boulevard
Arlington, Virginia 22201
Attention: Director, Department of Environmental Services
Email: des@arlingtonva.us

With a copy to (which shall not constitute notice):

Arlington County, Virginia
2100 Clarendon Boulevard
Arlington, Virginia 22201
Attention: County Manager
Email: countymanager@arlingtonva.us

With a copy to (which shall not constitute notice):

Arlington County, Virginia
2100 Clarendon Boulevard, Ste 403
Arlington, Virginia 22201
Attention: County Attorney
Email: cao@arlingtonva.us

If to the Guarantor:

Covanta Holding Corporation
445 South Street
Morristown, NJ 07960
Attention: Timothy J. Simpson, General Counsel
Email: tsimpson@covantaenergy.com

Section 15. Jurisdiction and Enforcement.

(a) Each of the Parties irrevocably submits to the exclusive jurisdiction of (i) the United States District Court for the Eastern District of Virginia, Alexandria Division, or (ii) any other Virginia court sitting in Alexandria, Virginia or Arlington, Virginia for the purposes of any suit, action or other proceeding arising out of this Guaranty or any transaction contemplated hereby. Each of the Parties agrees to commence any action, suit or proceeding relating hereto either in the United States District Court for the Eastern District of Virginia, Alexandria Division. Each of the Parties further agrees that service of process, summons, notice or document by hand delivery or U.S. registered mail at the address specified for such Party in Section 14 (or such other address specified by such Party from time to time pursuant to Section 14) shall be effective service of process for any action, suit or proceeding brought against such Party in any such court. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Guaranty or the transactions contemplated hereby in (i) the United States District Court for the Eastern District of Virginia, Alexandria Division or (ii) any other Virginia court sitting in Alexandria, Virginia or Arlington, Virginia and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

(b) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Guaranty were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled equitable relief, including without limitation, an injunction or injunctions to prevent breaches of this Guaranty and to specifically enforce the terms and provisions of this Guaranty, this being in addition to any other remedy to which they are justly entitled to, whether at law or in equity.

Section 16. Survival of Guaranty. All covenants, agreements, representations and warranties made by Guarantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Guaranty shall be considered to have been relied upon by the Jurisdictions and shall unconditionally survive the consummation of the transactions contemplated by the Service Agreement, regardless of any investigation made by the Jurisdictions or on their behalf, and shall continue in full force and effect as long as any Obligations remain outstanding.

Section 17. Effectiveness; Counterparts. This Guaranty shall become effective when executed by Guarantor. This Guaranty may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

Section 18. Rules of Interpretation. The rules of interpretation specified in Section 1.2 of the Service Agreement shall be applicable to this Guaranty.

Section 19. Severability.

(a) If any term or other provision of this Guaranty is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Guaranty shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Guaranty so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by Applicable Law, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

(b) In the event that the provisions of this Guaranty are claimed or held to be inconsistent with any other agreement or instrument evidencing the Obligations, the terms of this Guaranty shall remain fully valid and effective.

Section 20. Entire Guaranty. This Guaranty embodies the entire agreement and understanding of the Parties in respect of the matters contemplated hereby. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Guaranty supersedes all prior agreements and understandings between the Parties with respect to the matters contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by the Guarantor as of the date first above written.

COVANTA HOLDING COMPANY


By: 
Name: Anthony J Orlando
Title: Chief Executive officer

Exhibit E

Form of Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of _____, 20__, by and between Covanta Alexandria/Arlington, Inc., a Virginia corporation ("Covanta"), and _____, a _____ ("Recipient").

WHEREAS, Covanta has technical, business, financial and/or other information which it is prepared to disclose to Recipient, in reliance upon and subject to the terms and conditions of this Agreement, for the purpose of preparing reports and other materials for, and on behalf of, the Jurisdictions (as defined below) (the "Purpose"); and

WHEREAS, this Agreement is being entered into pursuant to the Waste Disposal and Service Agreement dated as of January ___, 2012 among Covanta and the City of Alexandria, Virginia and the County of Arlington, Virginia (collectively, the "Jurisdictions").

NOW THEREFORE, in consideration of the mutual agreements of the parties, the parties agree as follows:

1. For purposes of this Agreement, "Confidential Information" means any written information supplied by Covanta, any of its affiliates or any of their agents or representatives to Recipient relating to the business of Covanta or affiliated entities and which has been expressly or implicitly protected from unrestricted use by persons not associated with Covanta or such affiliated entities and includes, but is not limited to, operating data, facility design drawings and information, customer lists, business plans, projections, research, financial data or information, marketing materials, and information pertaining to any of the foregoing; provided, however, that "Confidential Information" shall not include information that:

(i) at the time of disclosure or thereafter is generally known or available to the public (other than as a result of a disclosure by Recipient in breach hereof);

(ii) was available to Recipient on a non-confidential basis prior to its disclosure to Recipient by Covanta;

(iii) becomes available to Recipient on a non-confidential basis from a source other than Covanta who Recipient believes is not bound by a confidentiality agreement with respect to such information; or

(iv) has been independently acquired or developed by Recipient without breaching any of its obligations under this Agreement.

All information which is identified or marked "confidential" or "proprietary" shall be presumed to be Confidential Information; provided that, the failure of any information to be so identified or marked shall not create a presumption that such information is not Confidential Information.

2. Recipient recognizes that Covanta and its affiliates have developed and acquired valuable Confidential Information as defined above. Recipient acknowledges that Covanta may suffer irreparable harm if Recipient or its agents or representatives, after having access to any Confidential Information, make any unauthorized disclosures or communication of any Confidential Information wrongfully or in competition with Covanta.

3. Recipient acknowledges and agrees that, subject to Section 4 below:

(a) Recipient will treat as confidential all Confidential Information which may be made or become available to Recipient or any personnel, affiliates or related entities of Recipient in connection with any review conducted by any of them;

(b) Recipient will limit access to the Confidential Information to those personnel, affiliates or related entities of Recipient to whom it is necessary to disclose the Confidential Information in furtherance of the Purpose;

(c) Recipient will prevent disclosure of any Confidential Information by any personnel, affiliates or related entities of Recipient to unauthorized parties and assume liability for any breach of this Confidentiality Agreement, or for any other unauthorized disclosure or use of Confidential Information, by it or any of its personnel, affiliates or related entities; and

(d) Recipient and its personnel, affiliates and related entities will not use any Confidential Information in any way other than in connection with the Purpose.

In addition, except in connection with the Purpose or as required by law, rule, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, Covanta and Recipient will not, and will not direct such personnel, affiliates and related entities to, without the prior written consent from the other party, disclose to any person either the fact that discussions or negotiations are taking place concerning the Confidential Information or any of the terms, conditions or other facts, including the status thereof. Notwithstanding anything herein contained to the contrary, in connection with the Purpose, Recipient may disclose Confidential Information to the Jurisdictions as Recipient deems necessary in order for Recipient to provide its services to the Jurisdictions and Recipient will not be responsible for the disclosure, use or other treatment of such Confidential Information by the Jurisdictions; provided, Recipient shall not provide copies or written summaries to the Jurisdictions of Confidential Information without Covanta's consent, which shall not be unreasonably withheld.

4. In the event that Recipient or anyone to whom Recipient transmits Confidential Information pursuant to this Agreement become required to disclose Confidential Information by law, rule, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, to the extent not prohibited by applicable law or regulation, Recipient will provide Covanta with prompt written notice thereof so that Covanta may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Covanta waives compliance with the provisions of this Agreement, Recipient may disclose Confidential

Information, but only that portion of the Confidential Information which Recipient is advised by counsel is required. In addition, Confidential Information is disclosed by Recipient in connection with any litigation or arbitration involving Recipient, the Jurisdictions or Covanta relating to this Agreement or the Purpose.

5. Upon the written request of Covanta at any time, Recipient shall promptly redeliver to Covanta all written Confidential Information (whether prepared by Covanta, its personnel, affiliates and related entities or otherwise) and will not retain any copies, extracts or other reproductions in whole or in part of such written material. All documents, memoranda, notes and other writings whatsoever prepared by Recipient or its personnel, affiliates, or related entities based on the information in the Confidential Information shall be destroyed, and such destruction shall be confirmed in writing to Covanta by an authorized representative supervising such destruction. Notwithstanding any foregoing provision to the contrary, Recipient may (a) if it so elects, retain one copy of the Confidential Information for archival purposes (it being understood that any Confidential Information so retained shall be subject to the terms of this Agreement), and (b) disclose Confidential Information in any report(s) being prepared in connection with the Purpose.

6. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns. This Agreement may not be assigned by Recipient without the express prior written consent of Covanta.

7. The parties agree that Covanta may not have an adequate remedy at law for any breach or nonperformance of the terms of this Agreement by Recipient and that this Agreement, therefore, may be enforced in equity by seeking specific performance or a seeking temporary restraining order and/or injunction. Covanta's right to such equitable remedies shall be in addition to all other rights and remedies which Covanta may have hereunder or under applicable law.

8. No modification or waiver of any of the provisions hereof, or any representation, promise or addition hereto, or waiver of any breach hereof, will be binding upon either party unless made in writing and signed by the party to be charged thereby. No waiver of any particular breach will be deemed to apply to any other breach, whether prior or subsequent to a waiver.

9. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws.

10. The term of this Agreement and the obligations set forth herein with respect to Confidential Information shall be five (5) years from the date hereof; provided, however, as between the parties, that patent, pending patent, proprietary, license, and other rights of Covanta to said Confidential Information shall in any event remain the property of Covanta.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in the manner appropriate to each as of the date first above written.

COVANTA ALEXANDRIA/ARLINGTON, INC.

By: _____
Name: _____
Title: _____

[_____]

By: _____
Name: _____
Title: _____



October 28, 2013

The Honorable Mayor Bill Euille and Members of City Council
City of Alexandria
Alexandria, VA 22314

Extension of Covanta Operating Agreement

Dear Mayor Euille and Members of Council:

On behalf of the Environmental Policy Commission (EPC), I am writing to convey our support for extending Alexandria's existing operating agreement with Covanta Alexandria/Arlington, Inc. for the processing and disposal of Alexandria's waste. The Covanta waste-to-energy facility processes over 330,000 tons of municipal solid waste [MSW] per year, producing approximately 185,000 megawatt hours of renewable energy. The facility has a well-deserved reputation for excellence, and was named the 2011 Large Waste-to-Energy Facility of the Year by the American Society of Mechanical Engineers in recognition of its strong environmental and safety performance record. This is just one of the many awards the facility has received.

Alexandria and Arlington contracted with a consulting firm, Arcadis, to conduct a thorough evaluation comparing the options available with respect to the agreement. The analysis suggests that the jurisdictions can lock in significant waste disposal savings with little financial risk by extending the agreement now. Importantly, if the jurisdictions exercise the option to extend the agreement prior to June 30, 2018, the tip fee for waste disposal is frozen at the current rate, and then drops to \$0/ton in 2025. Covanta tipping fees charged to the jurisdictions increase 2.75 percent each year. Consequently, delaying the option to extend the agreement will result in an approximately \$500,000 increase in costs each year.

While there are potential gains that could be realized were Alexandria and Arlington to opt not to extend the agreement, and retake control of the facility in 2025 and either continue to operate it or sell it, such gains would depend on economic and other factors outside the jurisdictions' control more than ten years from now. In the interim, the jurisdictions would be faced with significantly higher waste disposal costs. As noted in their abridged report on their analysis, Arcadis notes that "securing economically advantageous environmentally-friendly long-term disposal capacity for the MSW currently collected by the Jurisdictions...was the original mission established by the Jurisdictions when they were tasked with negotiating the Agreement" [Economic Analysis of Covanta Extended Term Agreement, p. 6].

(over)

EPC supports extension of the agreement this year, in order to lock in the lowest possible costs for municipal solid waste disposal between 2019 and 2025, and minimize financial risks over the next two and a half decades.

Sincerely,

A handwritten signature in black ink, appearing to be 'Scott Barstow', written over a circular stamp or seal.

Scott Barstow

Chair, Environmental Policy Commission

CC: City Manager Rashad Young
Deputy Director of OEQ William Skrabak



Legislation Details (With Text)

File #: 14-2035 **Name:**
Type: **Status:** Agenda Ready
File created: 10/16/2013 **In control:** City Council Legislative Meeting
On agenda: 11/12/2013 **Final action:**
Title: Consideration of Receipt of a Report on Brick Sidewalk Update.
Sponsors:
Indexes:
Code sections:
Attachments: [14-2035 Attachment 1 Brick Sidewalk Policy Change](#)
[14-2035 Attachment 2 Brick Sidewalk Policy Change](#)
[14-2035 Attachment 3 Brick Sidewalk Policy Change](#)
[14-2035 Attachment 4 Brick Sidewalk Policy ppt](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013
TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:
Consideration of Receipt of a Report on Brick Sidewalk Update.

ISSUE: Proposed revision to City policies as it relates to the application of brick sidewalks

RECOMMENDATION: That City Council receives a report on proposed new sidewalk materials and construction standards.

BACKGROUND: Earlier this year, City Council directed staff to research and develop proposed new options for sidewalk design in regards to future new brick sidewalk construction outside of the Old and Historic District and specifically within the Eisenhower Small Area Plan for Eisenhower Avenue reconstruction. Alexandria Commissions on Aging and Persons with Disabilities, the Alexandria Bicycle and Pedestrian Advisory Committee as well as some in the community voiced concerns regarding the safety, accessibility and

installation of more brick sidewalks, stating that they are difficult to traverse, particularly for the elderly and disabled. Brick sidewalks are also twice as costly to install and require more frequent and expensive maintenance than concrete sidewalks.

The development of new sidewalk material and standards is consistent with the Council Strategic Plan, and directly supports Goal Three, which calls for a... “multimodal transportation network that supports sustainable land use and provides internal mobility and regional connectivity for Alexandrians.” The new practice is also consistent with the Complete Streets Policy adopted by Council, stating that... “the City of Alexandria shall incorporate Complete Streets infrastructure into existing public streets to improve the safety and convenience of users and construct and enhance the transportation network for all users.” Additionally, it is also consistent with the 2008 Transportation Master Plan’s, goal to... “make walking a part of people’s everyday lives by providing pleasant, safe and accessible connections that encourage and reward the choice to walk”.

DISCUSSION: Under the current practices, the City has just two standards for new sidewalks - all concrete or all brick. Based on a joint effort between the Departments of Transportation and Environmental Services and Planning and Zoning, staff developed an additional standard for sidewalk construction. The new “brick/concrete hybrid” design allows brick banding between tree pits but maintains a minimum of a five foot concrete pathway for more accessible sidewalks with lower maintenance needs and costs. See Attachment 1 for detailed drawings. The new standard is recommended for use on the upcoming Eisenhower Avenue construction project. As a result, the Eisenhower East Small Area Plan which currently requires all brick sidewalks, will be presented to Council for amendment to the new brick/concrete hybrid standards in December.

Additionally, staff has developed new design and construction standards for brick, and brick & concrete hybrid sidewalks, and tree pit dimensions that will provide continuous, clear, and unobstructed way of pedestrian passage to provide stable, firm, and slip resistant “floor and ground surfaces” for people with disabilities and vision impairment. The construction standards will reduce buckling, heaving, and unequal settlement in sidewalks so as not to adversely impact the accessibility for people with disabilities especially with vision impairment, or require the assistance of a cane, walker, or wheelchair. The standards will reduce maintenance needs and provide a more contiguous surface for walking. (Attachment 2).

The recommendations were developed in conjunction with the Alexandria Commission on Persons with Disabilities, the Alexandria Commission on Aging, and the Alexandria Bicycle and Pedestrian Advisory Committee. A site visit was conducted with staff and representatives of these groups to determine the impact on walking and riding in a wheelchair when traversing different sidewalk materials. A number of follow up meetings occurred where discussions led to the proposals currently under consideration.

Staff presented and sought public comment concerning the proposed changes to the application of brick, concrete or brick/concrete hybrid sidewalks, the new construction standards for installing brick sidewalks and the amendment to the City Code at the following meetings:

- Alexandria Commission on Persons with Disabilities - September 11, 2013
- Alexandria Commission on Aging - September 19, 2013
- Alexandria Bicycle and Pedestrian Advisory Committee on October 21, 2013
- Public Meeting - October 23, 2013.

Speakers at all meetings spoke in support of installing more hybrid or concrete sidewalks throughout the city and providing better maintenance for existing brick sidewalks. Letters of support from these organizations can be found in Attachment 4.

The following outlines the process that staff will undertake in order to formalize the use of alternate sidewalk material citywide:

- City Council Update - November 12, 2013
- Planning Commission Update and Recommendation to amend Eisenhower East Small Area Plan - December 3, 2013
- City Council: Amend Eisenhower East Small Area Plan - December 14, 2013

Further reinforcement of the new policy will be formalized as part of the Complete Streets Guidelines that will be developed in conjunction with the Bicycle Master Plan Update and will be presented to Council for endorsement upon completion.

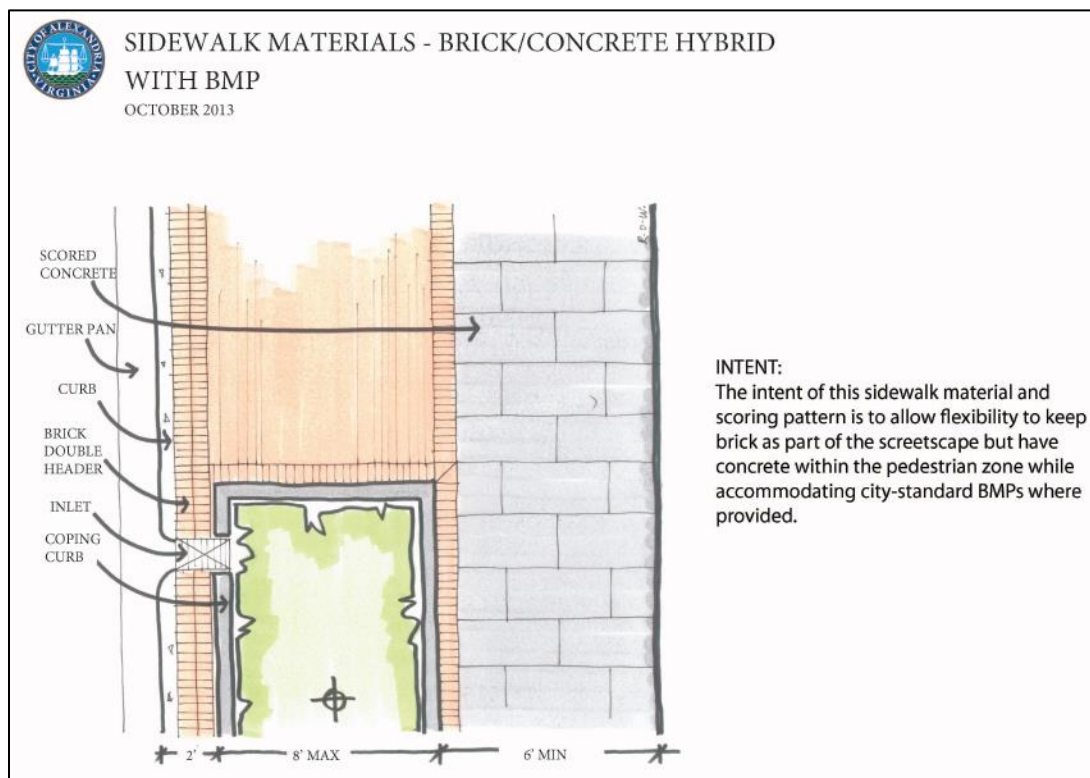
FISCAL IMPACT: Because brick sidewalks require a higher level of skill and are more costly to install and maintain, it is estimated that brick nearly doubles the cost of installation and maintenance when compared to concrete.

ATTACHMENTS:

Attachment 1: Brick/Concrete Hybrid Sidewalk Design Guidelines
Attachment 2: Letter of Support - Commission on Aging
Attachment 3: Proposed Construction Standards
Attachment 4: Brick Sidewalk PowerPoint Presentation

STAFF:

Mark Jinks, Deputy City Manager
Richard J. Baier, P.E., LEED AP, Director, T&ES
Joel Marcuson, Deputy Director, Transportation, T&ES
Jerome Fletcher, Special Assistant to the City Manager
Antonio Baxter, Division Chief, Strategic Management Services, T&ES
Hillary Poole, Complete Streets Coordinator, Transportation Planning, T&ES
Faroll Hamer, Director, Planning and Zoning
Jeffrey Farner, Deputy Direction, Planning & Zoning



Alexandria Commission on Aging
2525 Mount Vernon Avenue
Alexandria, Virginia 22301
October 22, 2013

Alexandria Mayor and City Council
Alexandria City Hall
301 King Street, #2300
Alexandria, Virginia 22314

Dear Mayor Euille and Members of the City Council:

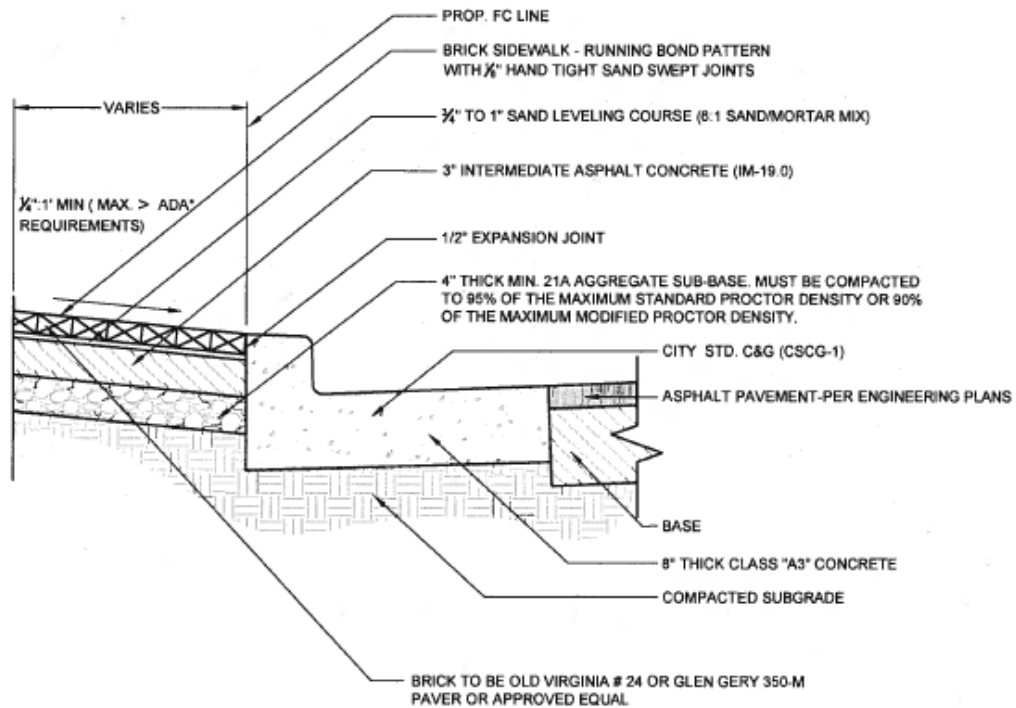
For several years now, the Commission on Aging has received reports of injuries of older residents and visitors walking on some of the City's brick sidewalks. Because the bricks buckle and do not settle evenly, they create a hazard, especially for those with a variety of disabilities, to include those affecting vision, mobility and balance. For those using canes, walkers and wheelchairs, the obstacles are considerable. Problems with balance are also a common problem for seniors, and uneven sidewalks exacerbate the risk of tripping and falling.

The City has developed new standards for sidewalks that the Commission strongly endorses, as they will reduce the dangers of uneven sidewalks and greatly enhance the safety of older adults and those with disabilities--and encourage the healthy activity of walking. We have had several discussions with the Alexandria Department of Transportation and Environmental Services and support its proposals for new developments. The new standards also have the important advantage of reducing maintenance costs.

The proposed standards comport with Alexandria's Strategic Plan on Aging, as its objectives include the improved walkability of Alexandria's sidewalks. The Commission urges your support of the new standards.

Thank you for your consideration.

Jane M. King
Chair, Alexandria Commission on Aging



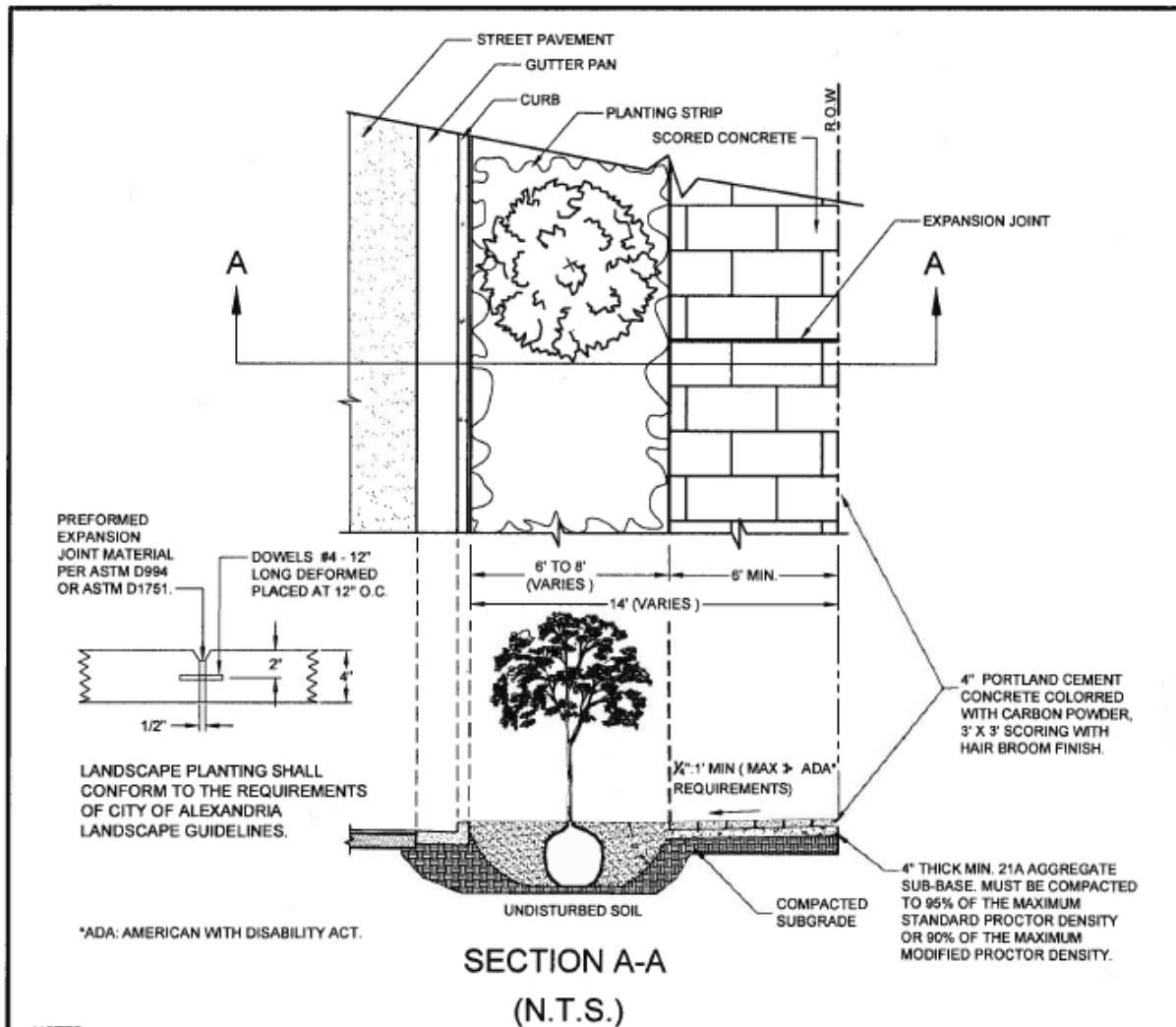
*ADA: AMERICAN WITH DISABILITY ACT.

NOTES:

1. ALL STRUCTURAL ITEMS TO CONFORM TO 2009 IBC REQUIREMENTS.
2. PRIOR TO CONSTRUCTION ALL STRUCTURAL CROSS SECTIONS SHALL BE REVIEWED BY A QUALIFIED STRUCTURAL AND/OR GEOTECHNICAL ENGINEER, AND MODIFIED AS NECESSARY BASED ON THE SITE SPECIFIC GEOTECHNICAL REPORT.

(N.T.S.)

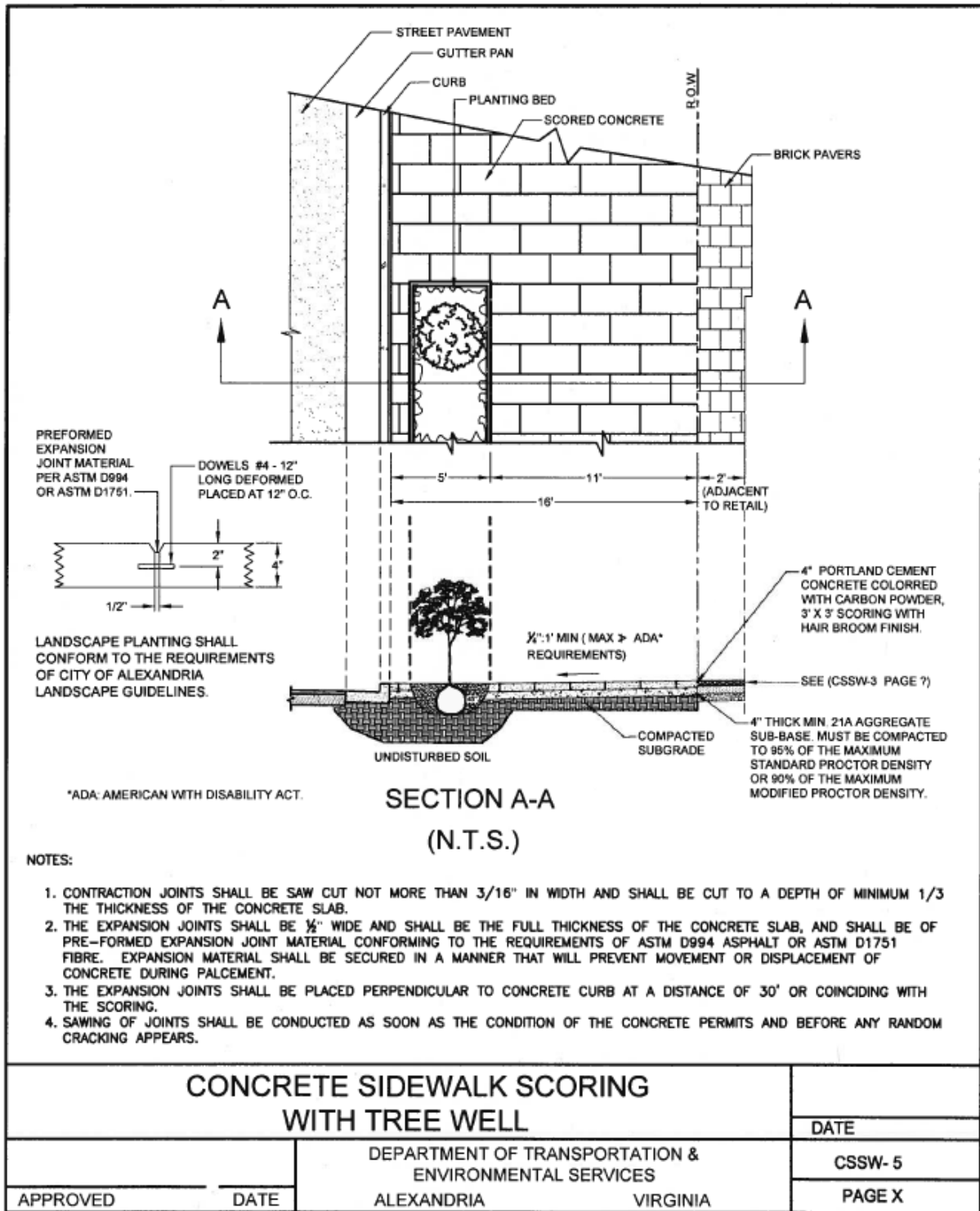
| BRICK SIDEWALK | | |
|---|------|--------|
| | | DATE |
| | | CSSW-3 |
| APPROVED | DATE | PAGE X |
| DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES | | |
| ALEXANDRIA VIRGINIA | | |



NOTES:

1. CONTRACTION JOINTS SHALL BE SAW CUT NOT MORE THAN $\frac{3}{16}$ " IN WIDTH AND SHALL BE CUT TO A DEPTH OF MINIMUM $\frac{1}{3}$ THE THICKNESS OF THE CONCRETE SLAB.
2. THE EXPANSION JOINTS SHALL BE $\frac{1}{2}$ " WIDE AND SHALL BE THE FULL THICKNESS OF THE CONCRETE SLAB, AND SHALL BE OF PRE-FORMED EXPANSION JOINT MATERIAL CONFORMING TO THE REQUIREMENTS OF ASTM D994 ASPHALT OR ASTM D1751 FIBRE. EXPANSION MATERIAL SHALL BE SECURED IN A MANNER THAT WILL PREVENT MOVEMENT OR DISPLACEMENT OF CONCRETE DURING PLACEMENT.
3. THE EXPANSION JOINTS SHALL BE PLACED PERPENDICULAR TO CONCRETE CURB AT A DISTANCE OF 30' OR COINCIDING WITH THE SCORING.
4. SAWING OF JOINTS SHALL BE CONDUCTED AS SOON AS THE CONDITION OF THE CONCRETE PERMITS AND BEFORE ANY RANDOM CRACKING APPEARS.

| CONCRETE SIDEWALK SCORING | | | |
|---------------------------|------|--|---------|
| | | | DATE |
| | | DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES | CSSW- 4 |
| APPROVED | DATE | ALEXANDRIA VIRGINIA | PAGE X |





Sidewalk Materials and Design Guidelines

**City Council
November 12th, 2013**



Brick Sidewalks

- Direction from Council
 - Research and develop alternative sidewalk options
- Participants
 - Alexandria Commission on Aging
 - Alexandria Commission on Persons with Disabilities
 - Alexandria Bicycle & Pedestrian Advisory Committee
 - Residents
 - City Staff
- Previous meetings and process
 - Sidewalk Field Visit
 - Working Group meetings
 - Commission Meetings
 - Public Meeting
 - City Council

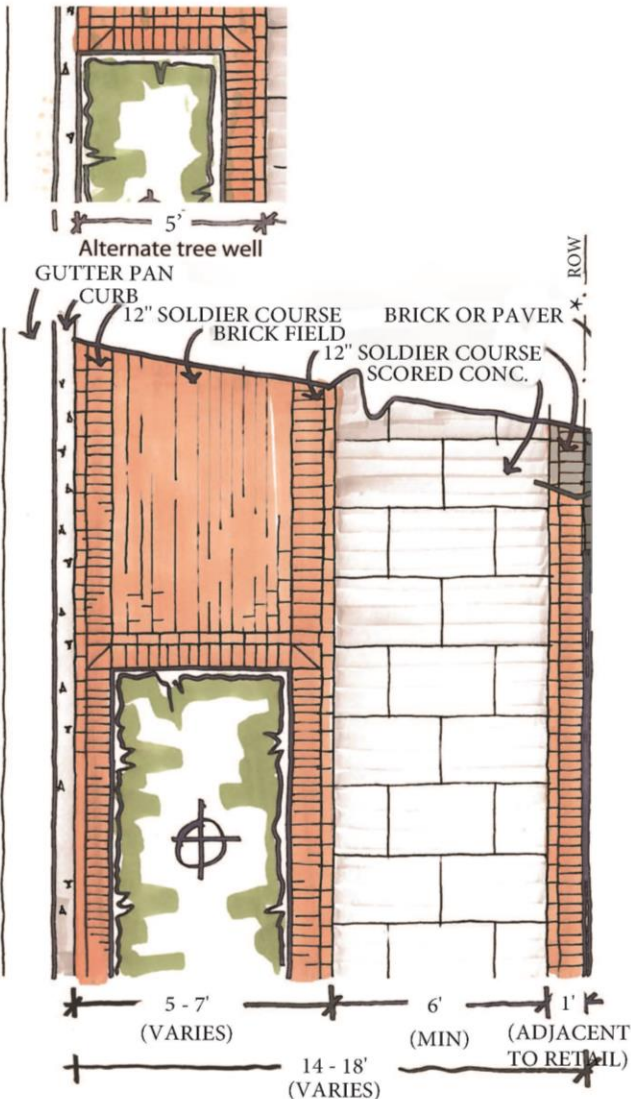
Proposed Changes

- Additional sidewalk design and materials for new development
- Develop new construction design standards for brick, brick & concrete hybrid sidewalks, and tree pit dimensions that will provide continuous, clear, and unobstructed way of pedestrian passage to provide stable, firm, and slip resistant surfaces
- Amend Chapter 2 of title 5 of the Code of the City of Alexandria to only permit residents within the Old and Historic District to pay for brick sidewalks

Brick/Concrete Hybrid

INTENT:

The intent of this sidewalk material and scoring pattern is to allow flexibility to keep brick as part of the streetscape but have concrete within the pedestrian zone.





Questions/Comments

?



Legislation Details (With Text)

File #: 14-1784
Name: Capital Bikeshare Report
Type:
Status: Agenda Ready
File created: 8/19/2013
In control: City Council Legislative Meeting
On agenda: 11/12/2013
Final action:
Title: Consideration of Capital Bikeshare Update.
Sponsors:
Indexes:
Code sections:

Attachments: [14-1784 Attachment 1 Capital Bikeshare Report](#)
[14-1784 Attachment 2 Capital Bikeshare Report](#)
[14-1784 Attachment 3 Capital Bikeshare Report](#)
[14-1784 Attachment 4 Capital Bikeshare](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013
TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:
Consideration of Capital Bikeshare Update.

ISSUE: Consideration of update on Capital Bikeshare program in Alexandria after one year of operations.

RECOMMENDATION: That City Council receive this report on the first year of Bikeshare operations in Alexandria, and plans for future Bikeshare expansion.

BACKGROUND:
Bikesharing is a form of public transportation where bicycles are made available for shared public use. Alexandria's bikesharing program, Capital Bikeshare, is a joint program currently comprised of the District of Columbia, Arlington County, the City of Alexandria and Montgomery County. The program was launched by

Arlington County and the District of Columbia in September 2010 with 110 stations. Alexandria joined the regional program in September 2012, with eight stations in Old Town. Alta Bicycle Share is the contractor hired by all the participating jurisdictions to operate this regional system.

The Capital Bikeshare program is consistent with the Council Strategic Plan, and directly supports Goal Three, which calls for a... “multimodal transportation network that supports sustainable land use and provide internal mobility and regional connectivity for Alexandrians.” Capital Bikeshare is also consistent with the Council adopted Complete Streets Policy, stating that... “the City of Alexandria shall incorporate Complete Streets infrastructure into existing public streets to improve the safety and convenience of users and construct and enhance the transportation network for all users.” The Capital Bikeshare program is also consistent with the 2008 Transportation Master Plan, with a major objective to... “increase the number of bicycle-transit trips.”

In October 2011, the City Council authorized the City to join the regional Capital Bikeshare program as pilot program that would expand when additional funding is available. Following approval of the pilot program, City Council requested that staff provide a report after one year of program operations.

DISCUSSION:

Over the last three years, Capital Bikeshare has seen tremendous growth. The system has had over 5 million rides, a growth of over 100 stations, and according to the 2012 member survey, a cumulative reduction in 4.4 million vehicle miles traveled among members. Due to demand for new stations, Arlington County, which began with 14 stations in Crystal City in 2010, has added 48 new stations. Montgomery County, which launched with 14 stations and will be adding 27 this fall, and the District of Columbia has added over 50 stations. Alexandria has obtained federal funding to increase the number of stations in the City, from eight to 16, in the winter of 2013-2014, expanding into the Carlyle and Del Ray neighborhoods.

In 2012, Capital Bikeshare completed a member survey, revealing that on average, each Capital Bikeshare member in the region saves about \$800 per year on personal transportation costs as a result of their bikeshare use, with a collective savings of \$17.8 million. The survey also found that Capital Bikeshare induces trips, with over 60 percent of respondents stating that they would have not made a trip because it was too far to walk, so bikeshare broadened their travel destination options. Capital Bikeshare is also important for users to reach Metrorail, with over half of respondents stating that at least one of the bikeshare trips they made last month started or ended at a Metrorail station, and a quarter of respondents said they used Capital Bikeshare to access bus service in the past month. Capital Bikeshare helps to take vehicle trips off the road, with 50 percent of respondents stating that they drove a car less often since joining Capital Bikeshare.

Capital Bikeshare has been very popular with residents and visitors to Alexandria, with over 20,000 trips, over 450 annual members and over 2,600 short-term memberships in the first year of operation. By comparison, Arlington has 2,256 annual members, and has been operating for three years and has 62 stations. Alexandria trips have steadily increased, with over 800 more trips per month in August 2013 in comparison to September 2012. The average duration of trip in Alexandria is 22 minutes, and the King Street Metrorail station is the busiest Capital Bikeshare station in Alexandria. Attachment 1 provides more detail about Alexandria's first year of bikeshare performance.

Planned Bikeshare Expansion

At the current time, federal funding has been requested and obtained to add eight stations in FY 2014, for a total of 16 stations, see Attachment 2 for station locations. Additional grant funding in FY 2014 and FY 2015 for expansion beyond 16 stations (locations to be determined) can provide 12-16 additional stations in the City, for a total of 28-32 stations. While grants have been secured for the capital costs of expansion beyond the 16 stations, operating funding will need to be considered through the City's FY 2015 operating and TIP budget

planning and approval processes.

Cost Recovery

When initial budgets were prepared for Capital Bikeshare in Alexandria, staff conservatively estimated a 30 percent cost recovery from memberships and user fees in the first year, increased cost recovery in year two with a full cost recovery in the third year of operation. After one year of operations, cost recovery has greatly exceeded initial expectations, with cost recovery reaching 72 percent. Cost recovery is calculated by dividing revenues received from membership and user fees by the expenses to operate the system, and does not include the capital expenses of purchasing stations and bikes. Capital Bikeshare is comparable to other services provided by the city that do not reach full cost recovery but provide a public service, such as the city recycling program and DASH. By comparison, DASH achieves 30 percent cost recovery, the remainder of which is covered by City TIP funding. On a per trip basis the average bikeshare trip subsidy in the City has been \$2.63 per trip which is comparable to the City's DASH per trip bus subsidy. Attachment 3 details Alexandria's Capital Bikeshare cost recovery by month.

As Alexandria expands its Capital Bikeshare network outside of Old Town, into less densely populated areas, we should expect that cost recovery will not be as aggressive since much of the revenue in Old Town has come from short-term memberships, which are largely tourists. Partner jurisdictions such as Arlington County found that cost recovery in FY 2013 decreased from 64 percent to 61 percent when their system expanded outside the Metrorail corridors, where population and employment density is lower. Like any public transit system, there are often areas that do not see the same cost recovery, but from a public policy perspective are important to serve.

When Capital Bikeshare expansion into Alexandria was first contemplated, using federal CMAQ funds to cover operating costs was planned. A subsequent policy change at the federal government level eliminated that as a funding option. City staff subsequently reviewed other funding possibilities to cover bikeshare operating subsidies before developing a subsidy funding plan using City Transportation Improvement Plan (TIP) funding. In FY 2012, City Council approved funding equal to 2.2 cents on the base real estate tax rate and additional General Fund cash capital to create the TIP. The purpose of the TIP is to expand transportation infrastructure and transit options throughout the City. The current TIP plan included sufficient monies to fund the Capital Bikeshare operations through FY 2017, when it was contemplated that bikeshare could be fully self-sufficient. Since it appears, like public transit service, bikeshare will require a regular ongoing operating subsidy, it is proposed that City TIP monies planned for future bikeshare capital expansion be reallocated, as well as a portion of unspent TIP funds, to cover bikeshare operating costs and that any future capital costs of bikeshare expansion be funded with federal CMAQ funds. This would be the long term funding plan which like other City services would be reviewed as part of every annual operating and TIP budget planning and approval processes.

FISCAL IMPACT:

In the first year of operation, the operating subsidy for the existing 8 stations was \$57,363. When that is expanded to 16 stations in FY 2014, the annual operating subsidy cost is projected to be around \$159,000. During the FY 2015 budget process, expanding bikeshare in Alexandria from 16 stations to between 28 and 32 stations will be considered, with the added operating cost for this expansion at about \$160,000. Therefore, with a total of between 28 and 32 stations, the annual operating subsidy would be about \$319,000. Staff is currently not proposing an increase in TIP funding for bikeshare. To fund the operating subsidy, federal grants can be used to fund expansion of bikeshare, and \$1,275,000 in existing TIP funding for expansion of bikeshare can then be transferred to the TIP operating subsidy for bikeshare. The remaining \$1,410,000 needed for the operating subsidy can come from existing unspent TIP funds from the Holmes Run Greenway project, which is less expensive than originally estimated due to VDOT hydraulic requirements for Holmes Run. It should be

noted that any further expansion beyond 32 stations would only occur after a review of usage and costs for bikeshare operations.

ATTACHMENTS:

Attachment 1: Capital Bikeshare in Alexandria - Year 1

Attachment 2: Proposed FY 14 Capital Bikeshare Station Expansion Locations

Attachment 3: Capital Bikeshare Cost Recovery in Alexandria

STAFF:

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Joel Marcuson, Deputy Director, Transportation, T&ES

William J. Skrabak, Deputy Director, Office of Environmental Quality, T&ES

Jerome Fletcher, Special Assistant to the City Manager

Antonio Baxter, Division Chief, Strategic Management Services, T&ES

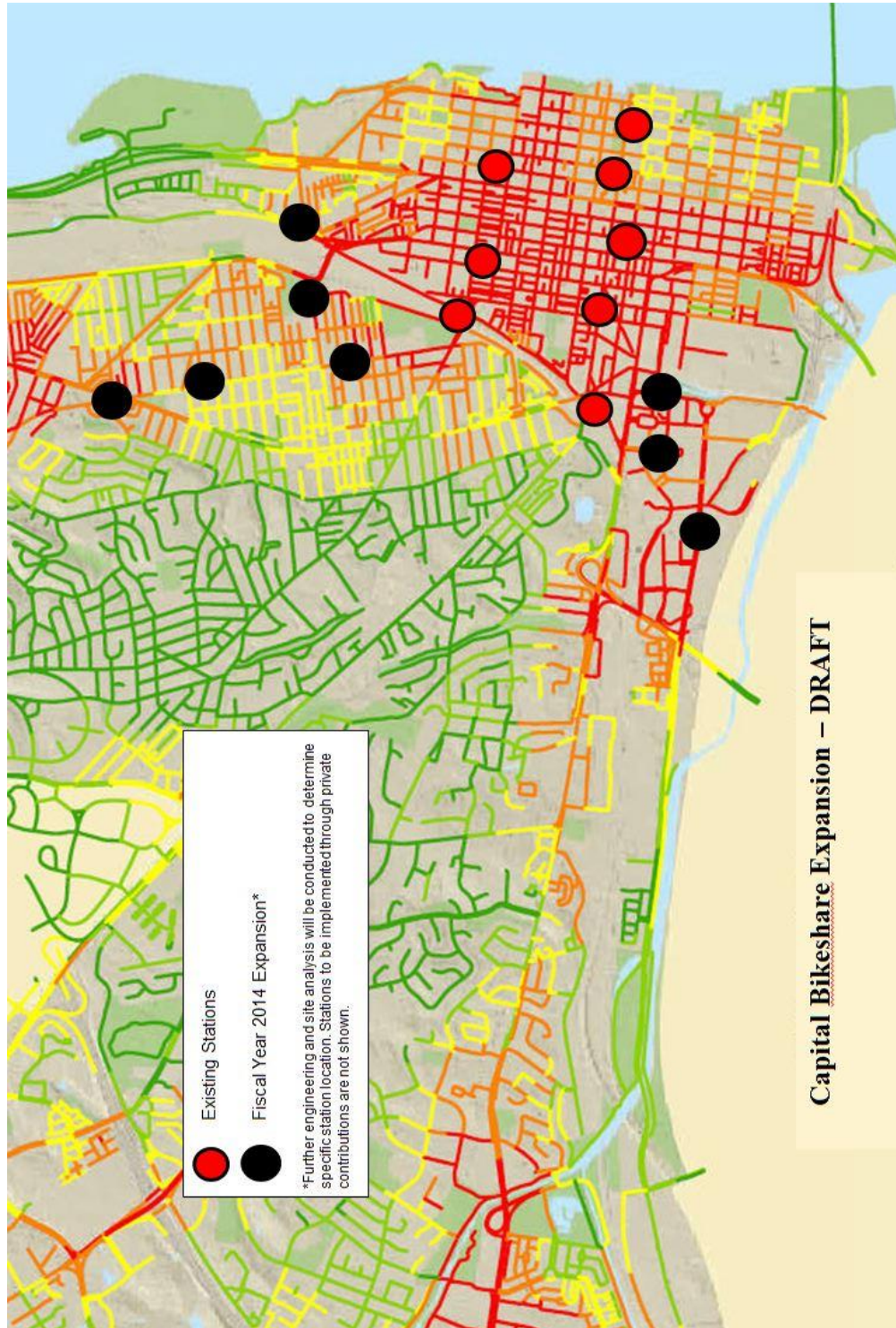
Sandra Marks, AICP, Division Chief, Transportation Planning, T&ES

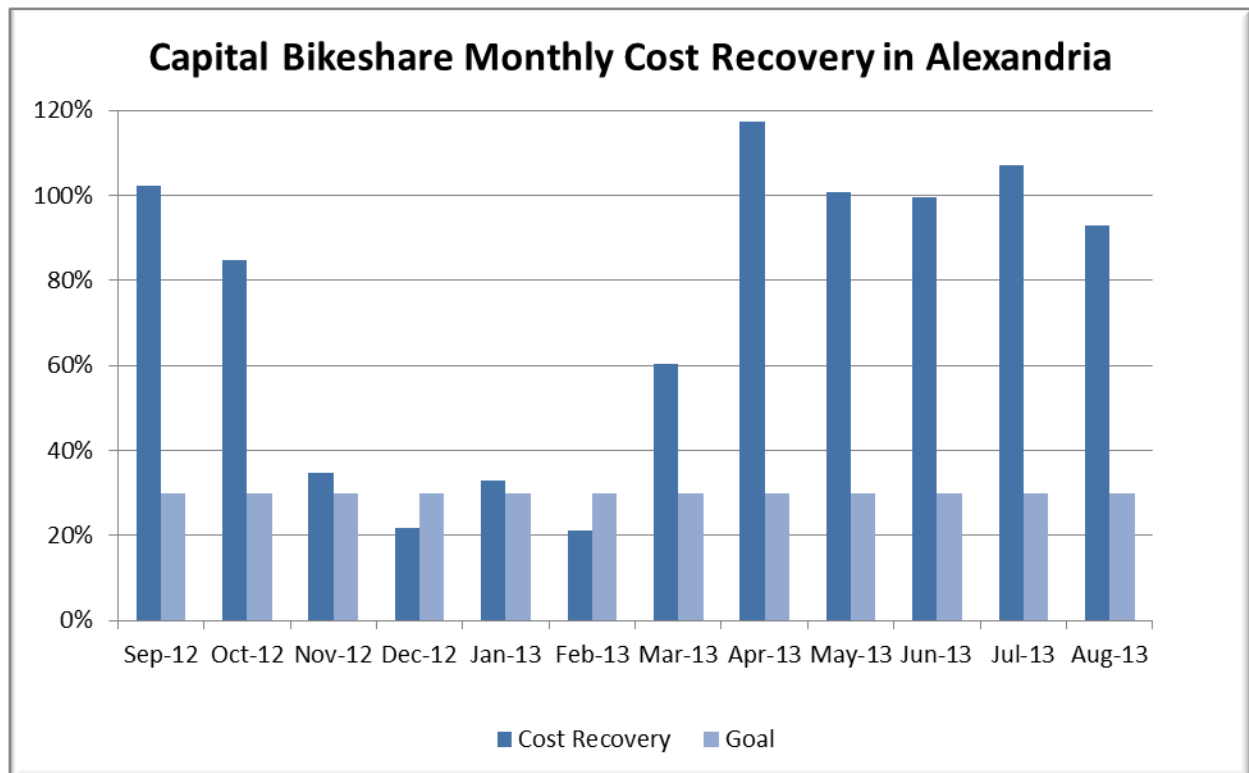
Carrie Sanders, Principal Transportation Planner, T&ES

Chris Bever, Budget and Management Analyst III, Office of Management and Budget

Attachment 1

| Capital Bikeshare in Alexandria Year 1 | |
|--|-----------|
| Fleet | |
| Stations | 8 |
| Bikes | 77 |
| Docks | 134 |
| % of regional fleet | 3.20% |
| Finances | |
| Cost recovery | 72% |
| Cost recovery compared to DASH | 30% |
| Cost recovery compared to Metrobus | 29% |
| Total expenses | \$211,535 |
| Total revenues | \$154,172 |
| Net operating cost | \$57,363 |
| Members | |
| Annual, monthly and daily key | 464 |
| 3 day members | 165 |
| 1 day members | 2,533 |
| Trips | |
| Trips, starting in Alexandria | 21,798 |
| Miles, starting in Alexandria | 22,015 |
| Average trip length | 1.1 |
| Average trip duration | 22 |
| C02 saved, trips starting in Alexandria (pounds) | 14,506 |
| Calories burned, trips starting in Alexandria | 2,023,965 |
| Reported crashes | 0 |
| Unrecovered thefts | 0 |







Capital Bikeshare - Background



- D.C. and Arlington launched in 2010 with 110 stations
- In October 2011, Council adopted program in Alexandria
- Alexandria launched in 2012 with 8 stations
- Alta Bicycle Share is the contractor hired by all participating jurisdictions to operate system

Consistent with City Plans



- City Council Strategic Plan
- Complete Streets Policy
- Eco-City Alexandria
- 2008 Transportation Master Plan
- 2008 Pedestrian and Bicycle Mobility Plan
- Alexandria is a Silver Level Bicycle Friendly Community

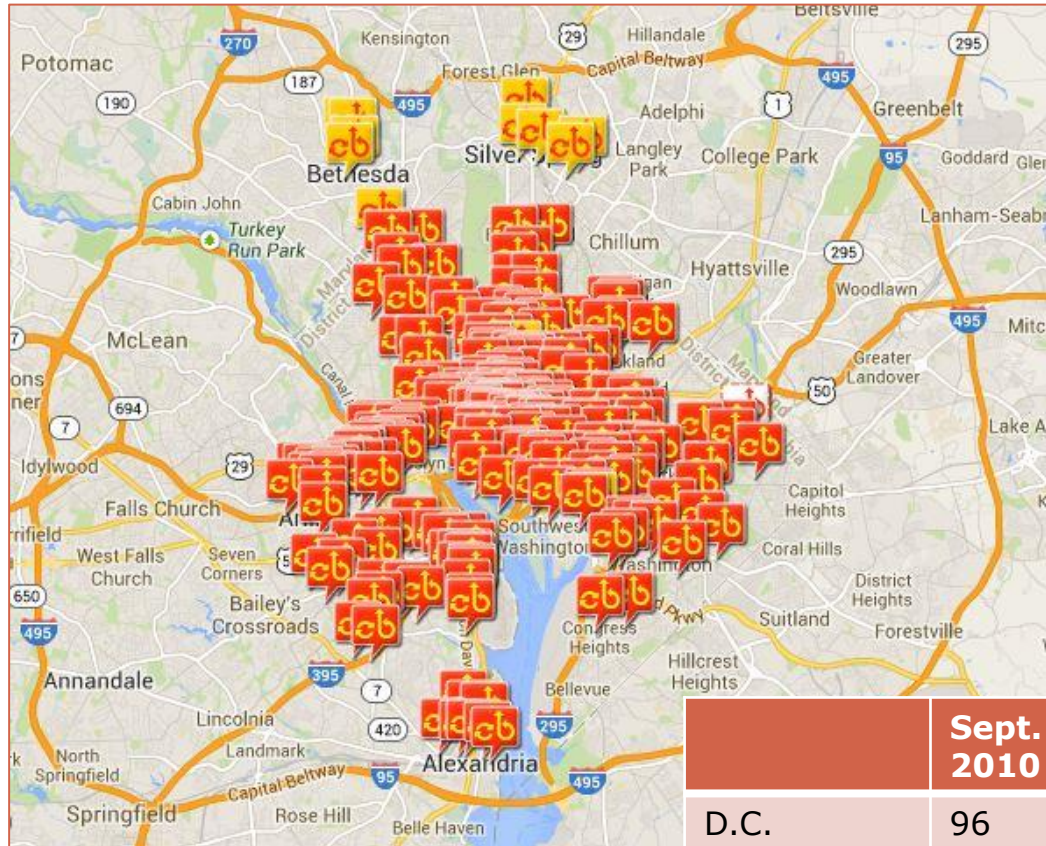
Strategic Plan Goal 3: *“A multimodal transportation network that supports sustainable land use and provides internal mobility and regional connectivity for Alexandrians.”*

Alexandria is a Bicycle Friendly Community



- Over 9 lane miles of bicycle lanes and shared-lane markings installed in 2012-2013
- 22 lane miles of bicycle lanes and shared lanes under design
- Doubled the number of bicycle safety and education classes since 2010
- Shared-use path projects in 2012-2013: Chambliss Crossing, Linear Park Trail, Jones Point Park Trails

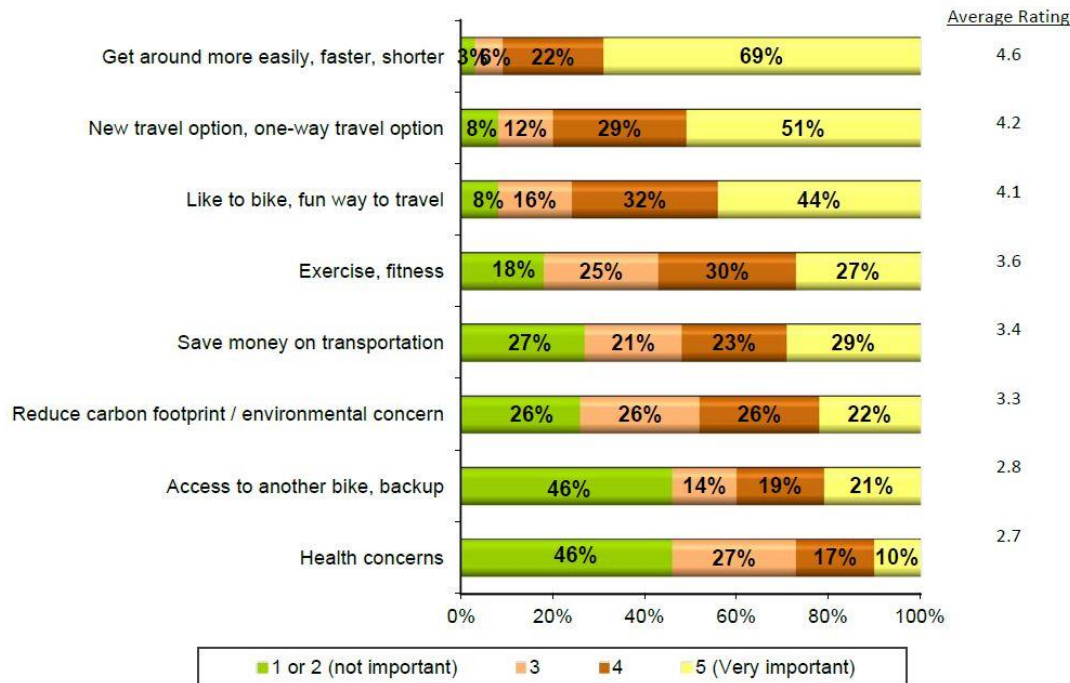
Growth of Capital Bikeshare



| | Sept. 2010 | Sept. 2013 |
|----------------------|---------------|---------------|
| D.C. | 96 | 178 |
| Arlington | 14 | 62 |
| Alexandria | 0 | 8 |
| Montgomery County | 0 | 14 |

Capital Bikeshare Member Survey

Figure 8
Importance of Bikeshare Membership Motivations
(n = 5,588)



- Cumulative reduction in 4.4 million vehicle miles traveled among members
- Each member saves \$800 year on personal travel costs, collective savings of \$17.8 million
- Bikeshare induces trips, broadens travel options
- Members use bikeshare to access Metrorail and bus service
- 50 percent of respondents say they drove a car less often since joining Capital Bikeshare

Alexandria's First Year

| Capital Bikeshare in Alexandria Year 1 | |
|---|-----------|
| Fleet | |
| Stations | 8 |
| Bikes | 77 |
| Docks | 134 |
| % of regional fleet | 3.20% |
| Finances | |
| Cost recovery | 72% |
| Cost recovery compared to DASH | 30% |
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| Total expenses | \$211,535 |
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| Net operating cost | \$57,363 |
| Members | |
| Annual, monthly and daily key | 464 |
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| Trips | |
| Trips, starting in Alexandria | 21,798 |
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| Average trip length | 1.1 |
| Average trip duration | 22 |
| C02 saved, trips starting in Alexandria (pounds) | 14,506 |
| Calories burned, trips starting in Alexandria | 2,023,965 |
| Reported crashes | 0 |
| Unrecovered thefts | 0 |

Trips Between Stations

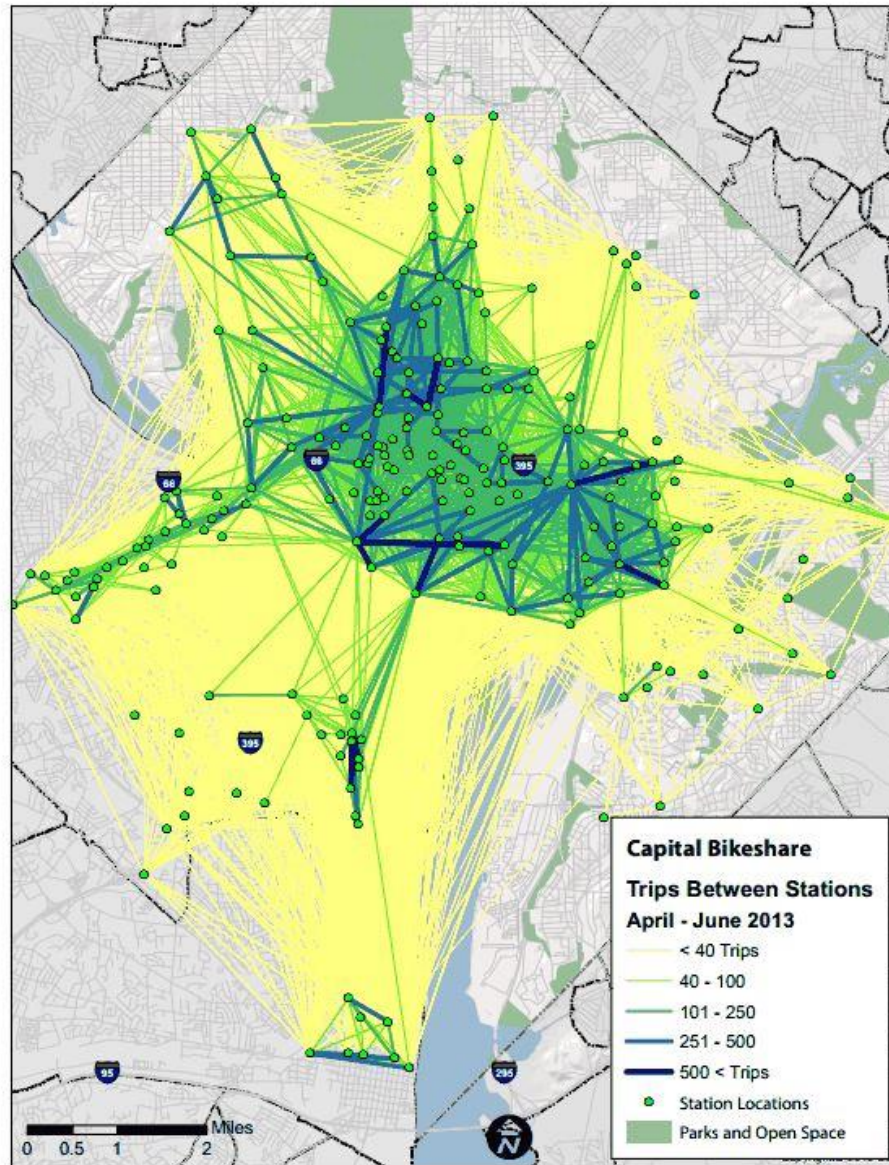
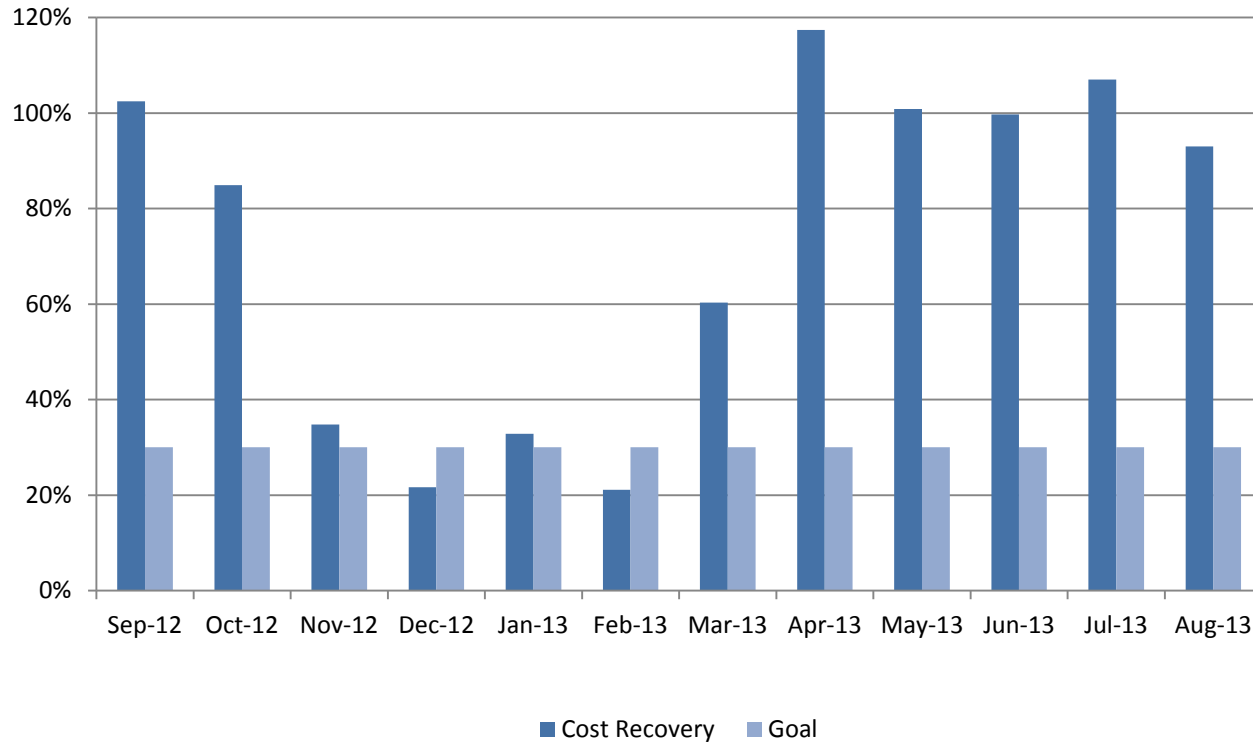


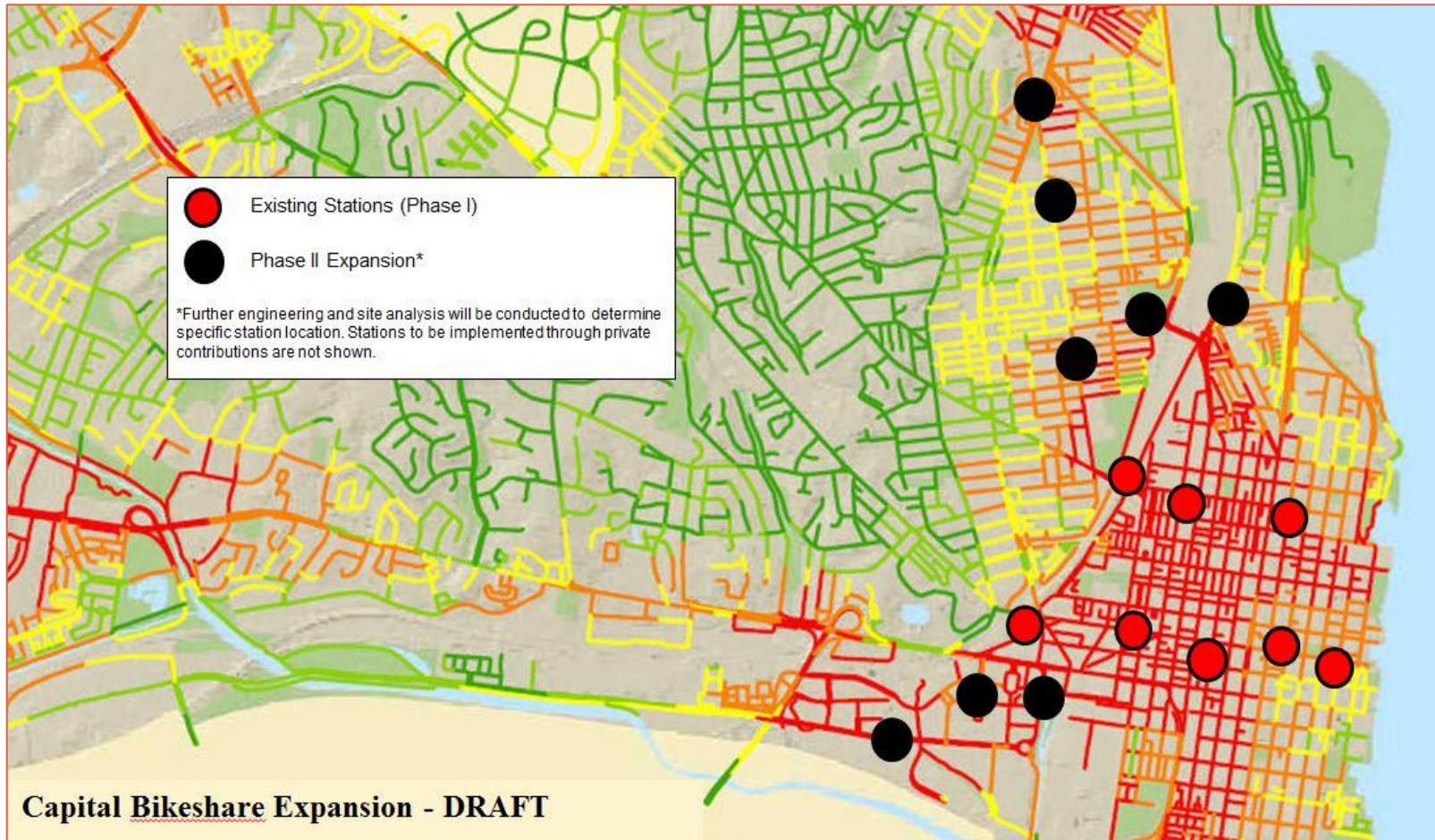
Figure 5. Number of trips observed between stations, April-June 2013.

Cost Recovery

Capital Bikeshare Monthly Cost Recovery in Alexandria



Capital Bikeshare Expansion





Legislation Details (With Text)

File #: 14-2036 **Name:**

Type: **Status:** Agenda Ready

File created: 10/16/2013 **In control:** City Council Legislative Meeting

On agenda: 11/12/2013 **Final action:**

Title: Consideration and Acceptance of the Recommendations of the Taxicab Taskforce.

Sponsors:

Indexes:

Code sections:

Attachments: [14-2036 Attachment 1 Taxicab Taskforce Recommendations](#)
[14-2036 Attachment 2 Taxicab Taskforce Recommendations](#)
[14-2036 Attachment 3 Taxicab Taskforce Recommendations.](#)
[14-2036 Attachment 4 Taxicab Taskforce Recommendations.](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:

Consideration and Acceptance of the Recommendations of the Taxicab Taskforce.

ISSUE: Transmittal of the Taxicab Taskforce's recommendations.

RECOMMENDATION: That the City Council receive the Taxicab Taskforce's recommendations and direct staff to draft the necessary changes to the City Code of Ordinances to implement the recommendations related to (1) grandfathered certificate holder requirements, and (2) maintain a dispatch requirement but not allow driver transfers.

BACKGROUND: On April 17, 2013, the City Council passed Resolution 2558 (Attachment 1) creating a Taxicab Taskforce to review and make recommendations to City Council on the following three issues:

1. The March 8, 2013 Tenants and Workers United (TWU) proposal to liberalize the taxicab driver transfer process;
2. The Traffic and Parking Board's proposal to allow grandfathered certificates to become permanently affiliated with the company with whom the driver is affiliated when the grandfathered certificate holder retires; and,
3. The issue of the operation of cab companies which operate below the Code required thresholds.

DISCUSSION: The Taxicab Taskforce met a total of six times, with TWU abandoning the process after the fourth meeting and opting not to participate. TWU opted out after the Taskforce refused to consider a newer proposal issued by TWU. The Taskforce believes that TWU's refusal to work with the Taskforce in a productive manner is unfortunate.

The Taxicab Taskforce recommended and staff concurs with the following recommendations:

Issue #1 - Tenants and Workers United's proposal to liberalize driver transfers:

The Taskforce does not recommend liberalization of the taxicab driver transfer process.

The Taskforce could not find a compelling reason to adopt TWU's proposal and did not believe that the proposal adequately defined the problem as to why such a drastic change in the taxi industry was needed, or how the City would benefit. The Task Force found no comparable industry where "worker choice" determined company size, which is essentially what the proposal recommended. Given recent changes in section 46.2-2067 of the State Code (Attachment 4), the proposal would result in significant and uncontrollable increases in the number of taxis operating in Alexandria, resulting in a commensurate decrease in driver income.

Alexandria's experience since the code was changed in 2005 to allow limited driver transfers is that drivers transfer to companies with lower stand dues when given the opportunity. These companies primarily serve the airport and tend not to invest in the assets and infrastructure necessary to timely serve high levels of dispatch service. TWU's proposal would further exacerbate this problem leaving much of the local City needs for taxicab service neglected.

The Taskforce also believes that taxicab companies will be reluctant to invest in service improvements if TWU's proposal is adopted because of the uncertainty created by driver transfers. *Spending over \$100,000 in new dispatching technology is a bad investment if a large segment of the workforce leaves the company.* Companies will find it difficult to ensure reliable dispatch service, leaving the City vulnerable to unregulated internet-based single car transportation service providers. TWU's proposal leaves the City vulnerable to new startup companies entering the market and enticing large numbers of drivers to leave compliant companies.

Issue #2 - The Traffic and Parking Board's proposal to allow grandfathered certificates to become permanently affiliated with the company with whom the driver is affiliated when the grandfathered certificate holder retires:

The Taskforce recommends adopting the Traffic and Parking Board's proposal to allow grandfathered certificates to become permanently affiliated with the company with whom the driver is affiliated when the grandfathered certificate holder retires.

The Traffic and Parking Board recommended that taxi companies who lost certificates due to grandfathered certificates expiring could request that the Traffic and Parking Board allow the company to turn the grandfathered certificate into a standard certificate if there was reason to do so. The concern expressed by taxi companies was that it was possible for many drivers with grandfathered certificates to all work for the same company and all leave the business at a similar time. They viewed this as a risk to their business as it could

conceivably be a significant number of their company's cabs, as 17 grandfathered certificates currently exist. The Traffic and Parking Board did not suggest that all certificates be re-designated. The Traffic and Parking Board believes that there are too many cabs operating in Alexandria today, so allowing grandfathered certificates to expire would be an appropriate way to reduce the total number of cabs. But, the Board also agreed that it would not be fair to let them expire unless they were fairly distributed across Alexandria's cab companies. The Traffic and Parking Board's recommendation was designed to assure that if a company was disproportionately affected, it would have recourse to assure its fleet was sufficient to serve its customer base.

The Taskforce recommends that all companies should be permitted to request that the Traffic and Parking Board consider allowing their grandfathered certificates become standard certificates when the driver retires. This would be taken up on a case by case basis for each driver.

Issue #3 - The operation of cab companies which operate below the Code required thresholds:

The Taskforce recommends adopting a pre-2005 type of code where the City establishes the number of cabs each company can operate and drivers cannot transfer their authorization from one company to another, as they can today.

The Taskforce believes that as long as driver transfers are allowed the City will have issues with taxicab companies operating below the Code required thresholds. Allowing driver transfers limits a taxicab company's ability to stay within the code requirements. For example, if a company attempts to require unwilling drivers to service dispatch calls or be courteous to passengers, that driver can just transfer into a more accommodating company. During the past review cycle over 30 drivers requested to transfer out of one of the Alexandria companies because that company instituted a policy that if the drivers did not service at least one dispatch call a day they would have to pay a higher stand due. Since the code was changed in 2005 to allow transfers, all of the driver transfer requests have been into non-compliant companies. Approximately one-third of Alexandria's fleet has transferred to a single company that has a dispatch rate of 0.02 dispatch trips per day per driver.

Another concern with allowing drivers to transfer is the new State Code. The new State Code mandates that vacancies created by drivers transferring out of a compliant company must be filled. Alexandria's experience has been that, since the code was changed in 2005 to allow driver transfers, most of the drivers have elected to transfer out of compliant companies and into non-compliant companies. During this time, the number of Alexandria cabs has increased by nearly 20 percent, primarily due to filling transfer vacancies, to keep compliant companies sufficiently staffed to service dispatch demand. Allowing driver transfers to continue with the new provisions in State Code will increase this growth significantly. This growth in the number of cabs resulting from driver transfers will severely hurt driver income, increase the demands on City staff and hurt the quality of taxi service in the City.

Adopting a pre-2005 type of code will allow the City to reduce company size at each review cycle based upon non-compliance with dispatch requirements.

City staff will draft the necessary change to the City Code to implement the Taxicab Taskforce recommendations and bring them back to Council for public hearing in the next few months.

FISCAL IMPACT: No fiscal impact to the City.

ATTACHMENTS:

Attachment 1: Resolution 2558

Attachment 2: Taxicab Taskforce Recommendations

Attachment 3: Tenants and Workers United's Proposal

Attachment 4: State Code 46.2-2067

STAFF:

Mark Jinks, Deputy City Manager

Richard J. Baier, P.E., LEED AP, Director, T&ES

Joel Marcuson, Deputy Director, Transportation, T&ES

Christopher Spera, Deputy City Attorney

Jerome Fletcher, Special Assistant to the City Manager

Bob Garbacz, Division Chief, Transportation, T&ES

Antonio Baxter, Division Chief, Strategic Management Services, T&ES

RESOLUTION NO. 2558

WHEREAS, Virginia Code Sections 46.2-2062 through -2067 grants the governing body of any county, city or town the authority to regulate taxicab service; and

WHEREAS, the City of Alexandria, to better serve the public and implement and promote the City's ongoing commitment to provide outstanding taxicab service, has adopted comprehensive rules regulating such service within the City, as is set forth more fully in Alexandria City Code Sections 9-12-1 through -144 and certain administrative regulations as authorized therein; and

WHEREAS, Tenants and Workers United has provided a proposal to liberalize the taxicab driver transfer process.

NOW, THEREFORE, BE IT RESOLVED that the Alexandria City Council establishes a nine-member Taxicab Task Force, and hereby authorizes the Mayor to appoint members as follows:

- 1) Commission on Aging, 1 representative
- 2) Alexandria Police Department/Hack Office, 1 representative
- 3) Traffic and Parking Board, 1 representative
- 4) Taxicab Company Owner, 1 representative
- 5) Taxicab Driver, 1 representative
- 6) City Council, 1 representative
- 7) Community Services Board, 1 representative
- 8) Alexandria Commission on Persons with Disabilities, 1 representative
- 9) Department of Transportation and Environmental Services (T&ES), 1 staff representative

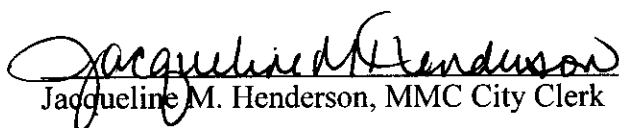
to review and make recommendations to City Council on: 1) the Tenants and Workers United proposal to liberalize the taxicab driver transfer process; and, 2) the Traffic and Parking Board's proposal to allow grandfathered certificates to become permanently affiliated with the company with whom the driver is affiliated when the grandfathered certificate holder retires; and 3) the issue of the operation of cab companies which operate below the Code required thresholds.

BE IT FURTHER RESOLVED that the Taxicab Task Force will be disbanded upon the receipt of its report to City Council, due by October 30, 2013.

Adopted: May 14, 2013


WILLIAM D. EUILLE MAYOR

ATTEST:


 Jacqueline M. Henderson, MMC City Clerk



To: Honorable Mayor William D. Euille;
Vice Mayor Allison Silberberg;
Members of City Council

Cc: Rashad Young, City Manager;
James L. Banks, City Attorney;
Richard Baier, Director, Department of Transportation and
Environmental Services

From: M. Aurora Vásquez, Co-Executive Director, Tenants and Workers United;
Alexandria Cabdrivers' Steering Committee

Date: March 8, 2013

Re: **Proposal to improve Alexandria taxicab industry structure**

PURPOSE

Create a taxicab industry that ensures quality and reliable service for riders while increasing cabdrivers' chances of making livable earnings by affording them fair opportunities to select the company with which they affiliate their skills while giving all cab companies equal opportunity to grow their fleet without also increasing the overall number of cabs operating in the city.

BACKGROUND

Between 2003 and 2005 Alexandria cabdrivers affiliated with Tenants and Workers United collaborated with the city to undertake comprehensive reform of the taxicab industry to achieve goals similar to those stated above.¹ In addition to creating economic opportunity for cabdrivers the effort was also meant to facilitate growth among the best and most dynamic cab companies as any company with a good 'business package' – such as strong marketing and reasonable stand dues – would be able to readily attract cabdrivers from among the existing workforce in order to meet increased demands for service. In short, cab companies would get to grow their fleet by vigorously competing for existing cabdrivers and their cabs not by increasing the total number of cabs operating in the city. In turn, vigorous competition between and across cab companies would lead to more robust service options for Alexandria customers.

While extensive, the changes preserved two key features: 1) the city's right to determine how many cabs operate within its borders and 2) the requirement that all cabdrivers affiliate with a company. The changes however, were meant to put an end to the city's practice of allocating

¹ At that time the city's two largest cab companies – Yellow and Diamond Cab- were under common ownership, thereby controlling the working conditions and economic opportunity of the majority of the industry's workforce. Additionally, the city did not issue an official document authorizing a car to operate as a cab. As a result, cabdrivers did not own a taxi outright. Rather, they simply owned a car that could operate as a cab so long as they remained in a cab company's good graces.

cabs among companies. Rather, individual companies were to be allowed to affiliate up to 50 percent of existing cabs. Through this lens, the distribution of the city's cabs was to be left to a combination of market forces and cab companies' ability to attract and retain its workforce. Thus, while not every company would succeed in affiliating 50 percent of all cabs, every company had an equal shot at doing so. This vision made Alexandria a national model for a progressive and balanced taxicab industry structure.

CURRENTLY

Today, the vision has been severely undermined by changes to the Alexandria taxicab code that create barriers to cabdrivers' ability to freely select the company with which they will affiliate. These barriers are particularly acute for cabdrivers who, by definition, are city-serving drivers because the airport is no longer issuing licenses.^{2/3} In turn, city-serving cabdrivers' inability to affiliate freely prevents cab companies from readily growing their fleet in response to actual or anticipated increases in demand for service. In short, the city now stands squarely between drivers and cab companies' ability to readily respond to consumer choice. The two provisions most negatively impacting the industry are the 'backfill' provisions triggered by 9-12-30(2) and the biennial movement period set forth in Section 9-12-30(a)(2) and related provisions.

The 'Backfill' Provisions

Section 9-12-30(2) gives the City Manager the absolute authority to increase the total number of cabs operating in the city whenever 10 percent of a company's drivers elect to change affiliation. It does not however, obligate the City Manager to do so. However, any new cabs so authorized must go directly to the company that lost drivers. For this reason, the law is said to offer 'backfill.' Section 9-12-30(2) states in part:

"In the event the application of this policy results in the net reduction of more than the limit set forth in Section 9-12-31(c) of any taxicab company's authorized vehicles, the city manager shall have the authority to grant the impacted taxicab company such additional authorized vehicles as to allow the company to only suffer a net reduction in authorized vehicles equal to the limit set forth in Section 9-12-31(c)."

The optional nature of Section 9-12-30(2) however, is undermined by Section 9-12-31(c) which states: *"the minimum number of authorized taxicabs for each certificate holder shall not be fewer than 10 percent less than the number authorized at the time of the biennial review"* (emphasis added). Moreover, Section 9-12-31(i)(D) states:

² City-serving cabdrivers are those cabdrivers who by definition or choice, transport riders who initiate service within the city 100% of the time. Currently there are upwards of 300 cabdrivers serving the city in this manner as airport authorities are no longer issuing airport licenses.

³ See: Appendix A.

*“The net impact on any certificate of all transfers allowed during any single biennial review process **shall not reduce** the size of any certificate holder...by more than 10 percent of the number of authorizations held at the time of the biennial review” (emphasis added).*

In practice, these provisions mean that when cabdrivers respond to market forces by changing affiliation or in the case of cab companies – when they succeed in attracting workers away from their competitors – both company and cabdrivers are penalized through what amounts to over saturation of the market. Moreover, the backfill provision does not require the City Manager to make a determination as to why workers leave their parent company in the first place. Thus, where cabdrivers leave a company in mass – such as during the predetermined movement period – due to unfair working conditions for example, the offending company will never be held accountable. Rather, it can rest comfortably knowing the city will replenish its workforce.

The negative consequences of the backfill provision have been far reaching on the one hand and almost singular in benefits, on the other. Since 2005 for instance – with Section 9-12-31 as cover – the addition of new cabs has been permissible absent parallel increases in demand for surface. In turn, this approach most benefits Yellow Cab who, as the city’s largest cab company, controls most drivers and thereby stands to experience the greatest shift in cabdriver affiliations away from it and toward its competitors. In short, while over the years the City has helped ensure Yellow Cab is able to protect its income by affiliating a fixed number of workers, city-serving cabdrivers’ income and ability to earn a livable wage has continued to diminish.

Biennial Movement Period

The annual movement period that emerged from the 2003 – 2005 reform effort, no longer exists. The annual movement period was meant to enable cabdrivers and cab companies to better negotiate their contracts in addition to better aligning themselves to/with one another in order to respond to the ebb and flow in consumer preferences and thereby, ridership demands.

Today however, drivers are only allowed to change affiliation every two years. But even then, change rarely happens because cab companies’ ability to receive drivers from their competitors has been made contingent upon outdated methods for determining service levels.

In particular, a company’s ability to grow the size of its fleet is tied to the total number of calls it logs.⁴ A part of this approach tracks dispatch calls, an approach put in place during the 2003-2005 reform effort to collect information regarding how much city-based service companies

⁴ This includes dispatched and non-dispatched trips defined as a “Documented city trip.” (See: 9-12-1(7.3)).

ATTACHMENT 2

provide. Today this information is used to thwart the expansion of cab companies who fail to log a fixed number of 'documented city trips.' In turn, when cab company growth is thwarted, cabdrivers' ability to freely select the cab company for whom they will work ceases to exist.

Lastly, the switch to a two year movement period wholly undermines drivers' ability to ensure equitable stand dues and fair treatment because with a mere 30 days notice companies can – and some do – change the terms of their contracts leaving drivers bound by the 24 month movement period.

A SIMPLE SOLUTION

Give every cab company an equal shot at reaching its maximum operating capacity. Currently, the city takes on the responsibility of allocating its 766 cabs among the existing cab companies. Stated differently, the city is not assigning empty cabs to each company. To the contrary, because almost every cab is owned by its driver the city is assigning each cab company a fixed number of workers. The taxicab code however, allows any company to affiliate up to 50 percent of all cabs.⁵ As a result, rather than allocate cabs and workers ahead of time the city should simply give every cab company an operating certificate reflecting the same maximum operating capacity.⁶ Thereafter, while not every company will be able to operate at capacity, every company should be expected to put its best business foot forward in order to attract and retain as many cabdrivers as possible. After all, the responsibility of amassing a workforce of any size should fall squarely on the shoulders of individual cab companies and not on the city.

Growth opportunities by company

| Company Name | Current Maximum Operating Size | Growth potential Max size = 383 |
|--------------|--------------------------------|------------------------------------|
| Go Green | 20 | 363 |
| King Cab | 54 | 329 |
| VIP | 65 | 318 |
| White Top | 110 | 273 |
| Union Cab | 227 | 156 |
| Yellow Cab | 290 | 93 |

⁵ 9-12-32(e)

⁶ At this time, the maximum operating capacity would be 383 (766/2).

HOW TO GET THERE

- **Let market forces within the city be the measure of companies' service levels and thereby, company size.** We recognize the city's interest in ensuring riders can readily connect to a cab company that is capable of providing quality and reliable service, especially those riders seeking service to and from points within the city. Because consumers will naturally align themselves with the company that best meets their needs however, the city does not need to take on the task of determining how many cabs to allocate to each company. Similarly, cabdrivers will seek to align themselves with the company(s) experiencing the strongest service demands thereby ensuring riders' needs are always met. Thus, market forces – not staff – are best suited to measure service levels and set company size. In order for this to happen however, the city should permit cabdrivers who primarily serve the city to freely transfer affiliation during a pre-determined movement period at least once a year.
- **Abandon antiquated notions calling on staff to measure companies' service to riders.** While market forces are the most natural measure of the quality and breadth of service a cab company provides, city staff has taken on the responsibility of trying to measure service levels (such as by tracking dispatch calls). Over the past decade however, with increased development around metro stations comes increased flag business between metro riders and cabdrivers who queue there making it exceedingly difficult for cab companies to track those interactions. Additionally, technology improvements and market changes have changed the ways in which riders connect with drivers. For instance, today it is not uncommon for riders to connect with drivers directly by cell phone or through independent GPS-based services such as My Taxi. Thus, while dispatch should still be required, as a mechanism for measuring service levels it is obsolete.⁷ In fact, the notion that the city must track companies' service levels is, -- in and of itself -- obsolete as market forces tell the story best. Therefore the city should abandon its practice of tracking the number of trips a company provides as a measure for determining if a cab company can receive *city-serving* cabdrivers during the movement period.
- **Eliminate all 'backfill' provisions.** While it is appropriate for the city to determine how many cabs can operate within its borders, the city ought to give every company equal opportunity to reach its maximum operating capacity. As a result, the city must not only stop the practice of pre-allocating its 766 cabs among companies, it must also eliminate

⁷ We are not opposed to the city monitoring service levels for other reasons, such as to determine whether the city needs more cabs, to identify best practices where one company's service levels exceed others, etc.

all 'backfill' provisions. Backfill not only allows cab companies to circumvent responsibility for the reason(s) its workers leave, it also leads to oversaturation of the market which undermines economic opportunity for cabdrivers and penalizes companies that succeed in attracting workers away from its competitors.

- **Reinstate the Annual Movement Period**

As of date, there are upwards of 300 cabdrivers who do not – nor can they – serve the airport as the airport is no longer issuing licenses.⁸ Cab companies seeking to grow their fleet by attracting these city-only drivers to their ranks should be allowed to do so freely during an annual movement period as proper alignment of city-serving cabdrivers compliments the City's interest in ensuring robust city-based service. Moreover, these companies should not be subject to the 'documented city trip' requirements because: 1) as in all industries, workers and business owners should be able to readily align based on actual or anticipated service demands; and 2) riders have a clear right to direct their consumer dollars to the cab company of their choosing and natural alignment of cabdrivers and cab companies ensures better response to such choices. On the other hand, where a cab company seeks to grow its fleet by receiving cabdrivers who primarily serve the airport, such company(s) should continue to be subject to 'documented city trip' requirements as realignment of airport cabdrivers does not strengthen the city's interest in ensuring city-based service.

INACCURATE INTERPRETATIONS OF STATE LAW SHOULD NOT TRUMP COMMON SENSE APPROACHES TO INDUSTRY REGULATION

Over the past several months staff has asserted that recent revisions to state-level taxicab regulations require the city to keep every cab company at its current operating size.⁹ Stated differently, it is staff's position that the city is obligated to backfill. The language in question states:

*The governing body may promulgate such reasonable regulations to further the provisions of this section...[h]owever, such ordinances and regulations shall not...authorize the governing body to reduce the number of taxicabs **permitted to be operated by a taxicab operator or a holder of a certificate issued under such ordinance**" (emphasis added). – Code of Virginia, Section 46.2-2067*

In Alexandria, where almost all cabs are owned by the cabdrivers themselves, staff's interpretation is the equivalent of asserting that as cabdrivers leave one company for another or simply because they no longer want to be a cabdriver, the city is obligated to *find and assign*

⁸ See Appendix A.

⁹ There is a 'for cause' exception.

ATTACHMENT 2

the company replacement workers in order to ensure the company remains at its current size. This position was set forth in Deputy City Attorney Spera's August 22, 2012 memo to then Vice Mayor Donnelly:

*"I think under the new state code section, we would be obligated to replace the transferred authorizations from the complaint companies with new ones those companies would be free to fill, because I do not think driver-initiated transfers pursuant to our City Code would constitute 'cause' for reducing a company's fleet size under the new state Code section."*¹⁰

Clearly, this interpretation is erroneous because the state legislature could not have intended to shelter cab companies from losing workers to natural attrition. Moreover, under staff's position that the city must backfill when cabdrivers leave a company without 'cause' (i.e. through the movement period), should 100 workers leave company X tomorrow and should there not be 100 new cabdrivers available to replace them, the city would have to obligate 100 people to become cabdrivers who work for company X as anything less would amount to a violation of the backfill requirement. Common sense dictates however, that the state legislature could not have intended to require the city to engage in forced labor.

State Law gives Alexandria Absolute Right to Cap the Number of Cabs Operating in the City

Lastly, every analysis shared to date has wholly ignored the first part of Section 46.2-2067. Part A of the law however, cannot be bifurcated from the whole especially when it makes clear that the city of Alexandria has the absolute right to cap the total number of cabs operating in the city. The pertinent language in part A states:

*"It is the policy of this Commonwealth, based on the public health, safety and welfare, to assure safe and reliable privately operated taxicab service for the riding public...and in furtherance of this policy, it is recognized that **it is essential that counties, cities, and towns be granted the authority to reasonably regulate such taxicab service as to the number of operators and the number of vehicles that shall provide service...even though such regulations may have an anti-competitive effect on such service by limiting the number of operators and vehicles within a particular jurisdiction.**"*
(emphasis added)

Because this paragraph gives Alexandria the absolute right to cap the total number of cabs operating in the city it cannot be the case that in part A the legislature grants this absolute right only to have part B undermine it by obligating the city to backfill a company every time

¹⁰ Recent change in state taxicab laws, Memorandum, City of Alexandria, Virginia , Christopher P. Spera, Deputy City Attorney (August 22, 2012).

cabdrivers leave. Moreover it is common knowledge that when interpreting a law it must be presumed that the legislature was fully aware of existing law and the law's intent. Therefore, it cannot be that the legislature intended to undermine itself by preserving the city's right to cap the number of cabs on the one hand and then negating it on the other. To the contrary, because in choosing to amend part B the legislature did not also choose to eliminate the city's absolute right to cap the total number of cabs operating within its boundaries, part B must be read so as to complement the plain language of part A.

Furthermore, it is also the case that when interpreting law such interpretation must be free of *perceived intent*. Rather, the language of the law should be given a plain and natural meaning so as to avoid unreasonable results. When viewed through a plain-meaning lens therefore, to avoid an unreasonable result part B must be read so as to compliment the language in part A.

Additionally, a plain meaning read of the legislature's statement that a jurisdiction cannot – without cause – reduce the total number of cabs a company is *permitted to operate* speaks clearly to a company's maximum operating capacity as determined by the city. Giving a cab company permission to operate up to a fixed number of cabs however is not the same as promising them they will always operate at capacity. The notion that the city is obligated to ensure companies always operate at capacity, is an interpretation wholly outside the plain meaning of what it means to give a company permission to operate.

What is more, in summarizing the bill that produced the amendments to Section 46.2-2067(B) the legislature's intent to protect the overall number of cabs operating in a jurisdiction – as distinguished from affording protections to individual companies – was made clear. For instance, the summary of the bill as passed by the Senate says: *Disallows counties, cities and towns from reducing the number of cabs that are permitted or authorized under the local ordinance except for non-use or cause as defined by the ordinance*. Clearly this speaks to the total number of cabs operating in the city not to how many cabs each company in fact operates.

STATE-LEVEL TAXICAB REGULATIONS SUPPORT OUR GOALS

The state law does not extend protections to individual companies when it comes to how many cabdrivers they succeed in affiliating. Rather, the law plainly seeks to protect the overall number of cabs that have been authorized to operate in the city and thereby, the overall number of cabs individual companies can seek to affiliate.¹¹

¹¹ See e.g. Summary as Passed Senate: *Disallows counties, cities and towns from reducing the number of cabs that are permitted or authorized under the local ordinance except for non-use or cause as defined by the ordinance*.

This goal makes sense because it would be unfair for companies to invest in infrastructure believing they have a shot at a portion of 766 cabs, only to have the city reduce that number without cause. Therefore, our position that every cab company should have the same maximum operating capacity and be left to do its best to affiliate as many as 383 of the city's existing cabs, squares firmly with the state law's purpose.

In fact, under this approach the city would never run afoul of the proscription against adopting ordinances or regulations that reduce the total number of cabs a company is permitted to operate as it would never have to reduce companies' maximum operating capacity.¹² To the contrary, the total number of cabs a company is permitted to operate would remain constant and market forces – not the city – would determine if it operates at capacity.¹³

CONCLUSION

Freedom of movement for cabdrivers who primarily serve the city ensures cab companies that have or anticipate an increased demand in service, can better meet riders' needs. Cab companies can however, meet consumer demand without increasing the overall number of cabs operating in the city. Rather than increasing the overall number of cabs operating in the city rider needs can be met and better treatment of drivers achieved, by ensuring the distribution of cabs is readily able to mirror consumer demand. In turn, this requires the city to abandon its practice of predetermining how many cabs each company should have. Instead, market forces should determine how cabs that primarily serve the city are distributed. Through this lens, cab companies should be afforded equal opportunity to affiliate up to 50 percent of the city's existing cabs and while not every company will be able to operate at maximum capacity, those with the best business practices and policies as well as the highest service demands will rise to the top. State law supports this approach because the law seeks to prevent the city from shrinking the total number of cabs operating within its borders, absent cause. In turn, this proscription should encourage cab companies to put their business foot forward in order to maximize their ability to affiliate as many of the authorized cabs as possible.

¹² Except of course, where the overall number of cabs operating in the city have to be reduced for cause, so too will every company's maximum operating capacity have to be reduced as no company can affiliate more than 50 percent of all cabs.

¹³ Of course, the city would retain its right to reduce numbers 'for cause.'

Appendix A

From: Rob Krupicka <Rob.Krupicka@alexandriava.gov>

Date: June 22, 2012 10:17:04 AM EDT

To: Gabriel Rojo <grojo@tenantsandworkers.org>

Subject: Fwd: Airport Taxi Information

Begin forwarded message:

From: Rose Boyd <Rose.Boyd@alexandriava.gov>

Date: June 21, 2012 3:20:02 PM EDT

To: Joseph Seskey <Joseph.Seskey@alexandriava.gov>

Cc: Rob Krupicka <Rob.Krupicka@alexandriava.gov>, Elizabeth Jones

<Elizabeth.Jones@alexandriava.gov>, Eleonore Cox <Eleonore.Cox@alexandriava.gov>, Linda Owens

<Linda.Owens@alexandriava.gov>, City Council <CityCouncil@alexandriava.gov>

Subject: RE: Airport Taxi Information

Thanks. I am forwarding this response to Councilman Krupicka. Rob, as noted earlier, the Hack Office at Reagan National licenses cabs who service that facility. The information below was provided by the Airport Hack Office.

From: Joseph Seskey

Sent: Thursday, June 21, 2012 2:18 PM

To: Rose Boyd

Subject: RE: Airport Taxi Information

Here is the best information that they could provide at this time.

1) How many Airport Licenses with Alexandria cab drivers?

A. Around + or - 450

2) What is the total number of taxi licenses given out by the airport?

A. They have about 1700 active licensed cabs

3) Do we know the number of airport licensed drivers at each company?

A. According to the Airport the April 17 list has not changed much. It will take them a while to provide an updated list.

King -55

Union-222

ATTACHMENT 2

VIP-79

Yellow-29

White Top-65

4) How many airport licenses given out each year?

A. None. They are not currently issuing any licenses. They renew the active ones once annually.

City of Alexandria, Virginia

MEMORANDUM

DATE: OCTOBER 31, 2013

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

THROUGH: RASHAD M. YOUNG, CITY MANAGER

FROM: WILLIAM SCHUYLER, CHAIR,
TAXICAB TASKFORCE

SUBJECT: RECOMMENDATIONS

Background

On behalf of the Taxicab Taskforce I would like to thank City Council for providing the opportunity to review certain designated aspects of the taxi industry. This review comes at a good time with the rollout of several internet-based unregulated single car transportation service providers and the recent changes to the State code. Neighboring Arlington is already reporting a decrease in dispatch call volume due to these new services. Unfortunately these new internet based services are primarily servicing the lucrative markets. Left to their own devices these new companies have the potential to put many of the regular taxicab providers out of business, leaving much of the market neglected.

Purpose of the Taxicab Task Force

City Council Resolution 2558 created the Taxicab Taskforce to review and make recommendations to City Council on the following three issues:

1. The March 8, 2013 Tenants and Workers United (TWU) proposal to liberalize the taxicab driver transfer process;
2. The Traffic and Parking Board's proposal to allow grandfathered certificates to become permanently affiliated with the company with whom the driver is affiliated when the grandfathered certificate holder retires; and,
3. The issue of the operation of cab companies which operate below the Code required dispatch thresholds.

Taskforce Recommendations

The Taxicab Taskforce makes the following recommendations on the above three issues:

Issue #1 - Tenants and Workers United's proposal to liberalize driver transfers:

The Taskforce recommends rejecting the March 8, 2013 Tenants and Workers United (TWU) proposal to liberalize the taxicab driver transfer process.

Issue #2 - The Traffic and Parking Board's proposal to allow grandfathered certificates to become permanently affiliated with the company with whom the driver is affiliated when the grandfathered certificate holder retires:

The Taskforce recommends adopting the Traffic and Parking Board's proposal to allow grandfathered certificates to become permanently affiliated with the company with whom the driver is affiliated when the grandfathered certificate holder retires.

Issue #3 - The operation of cab companies which operate below the Code required dispatch thresholds:

The Taskforce recommends adopting a pre-2005 type of code which maintains a dispatch requirement but does not allow driver transfers.

Key Findings of the Task Force

After our review, the Task Force agreed on the following key findings:

1. The new State Code mandates that vacancies created by drivers transferring out of a compliant company must be filled. Allowing driver transfers to continue will significantly increase the number of cabs negatively affecting driver income and increasing enforcement difficulty.
2. With this conclusion of the City Attorney involving the State Code, TWU's proposal will result in significant and uncontrollable increases in the number of taxis operating in Alexandria decreasing driver income.
3. Alexandria's experience with driver transfers is drivers who wish to transfer will move to companies that primarily serve the airport.
4. Companies have been reluctant to invest in service improvements because of the uncertainty created by driver transfers.
5. With unregulated driver transfers, companies will find it increasingly difficult to ensure reliable dispatch service.
6. TWU's proposal leaves the City vulnerable to new startup companies or unregulated internet-based companies entering the market. These companies have focused on the airport or on the higher-end customers and not on the bulk of Alexandria residents.

7. Under the TWU proposal, drivers not meeting the proposal's newly created dispatch requirement could lose their licenses for actions that are the responsibility of the cab companies.
8. Since the City's Code was changed in 2005 to allow transfers, all of the driver transfers have been into companies that do not meet the City's minimum dispatch requirement. Approximately one-third of all driver transfers have been to a company that has a dispatch rate of 0.02 dispatch trips per day per driver.
9. Allowing significant numbers of drive transfers would make oversight by city employees increasingly difficult and could require additional resources to monitor cab service to City residents.
10. Allowing grandfathered certificates to become permanent is one tool that could be used to assure cab company's fleets are sufficient to serve their demand if a large numbers of grandfathered certificate holders retire at the same time from the same company.
11. Although this issue was not part of the Taskforce's mandate, Taskforce members asked about ADA compliance. Taxi companies are required to have a minimum number of ADA wheelchair accessible taxis, but the disabled community has expressed concern that getting ADA taxis is difficult and the Taskforce felt this should be reviewed by the City staff.

Task Force Meetings

The Taskforce met a total of six times with TWU abandoning the process after the fourth meeting and opting not to participate. TWU became very difficult to work with in this process. At the third meeting Mr. Liss from TWU became so disruptive that the meeting had to be prematurely adjourned. At the fourth meeting TWU announced that they had a new proposal that they wanted the Taskforce to consider rather than their original proposal. At the fifth meeting TWU had Channel 4 news present and then announced that they were no longer going to participate on the Taskforce. Since opting out, TWU has been distributing flyers urging people to contact the mayor.

The first Taskforce meeting was primarily an introductory meeting to review the Taskforce's charge, elect a chair and have staff provide background on the taxicab industry. The second meeting was dedicated primarily to allowing TWU to present their proposal and allow questions and answers between the Taskforce members and TWU. On the third meeting the Taskforce heard public testimony and on the fourth the Taskforce discussed the public testimony and the TWU proposal. All subsequent meetings were held to negotiate this proposal to the City Council.

Task Force's Considerations

The Taskforce considered several potential options shown below:

1. Retain the current taxicab code.

2. Adopt the TWU proposal, which moves the dispatch requirement from the company to the driver. Drivers would be able to switch companies' once/year even though some of the companies do not meet the 2 calls/day/driver dispatch requirement. Also, the number of cabs would increase through backfilling.
3. Revert to pre-2005 ordinance which maintains a dispatch requirement but does not allow drivers to transfer and the City determines the size of the company.
4. Adopt a Hybrid approach.

Issue #1 - Tenants and Workers United's proposal to liberalize driver transfers:

The Taskforce recommends rejecting the March 8, 2013 Tenants and Workers United (TWU) proposal to liberalize the taxicab driver transfer process. The Taskforce makes this recommendation based on Findings 1 through 9 and 11 listed above.

Summary of Conclusions

The Taxicab Taskforce concluded that liberalizing the driver transfers would exacerbate two problems the City has struggled with for many years. First, adopting TWU's proposal will result in an increased number of taxis operating in Alexandria. Since driver transfers were allowed the number of cabs increased nearly 19 percent due to back filling – this is without the new provisions in State Code. The new State code combined with liberalizing the transfer regulations will significantly increase the fleet size and create out of control growth. The Taskforce recognized that there are too many cabs operating based on the City's population. With the analysis of the City Attorney that compliant companies must be allowed to backfill cabs if drivers transfer to other companies, it would be impossible to implement the TWU proposal without increasing the number of taxis in Alexandria. Second, the experience with the cab fleet since driver transfers were allowed in 2005 has been to increase the number of cabs working for companies that do not meet the City's dispatch requirement. At the last biennial review at least 30 drivers requested to move from compliant companies to non-compliant companies. As the dispatch requirement is the measure the City uses to determine if the cab company is adequately serving the citizens of Alexandria, it is a measure that cannot be ignored. The Taskforce did not identify anything in the TWU proposal to prevent this problem from becoming worse if driver transfers were further liberalized. Another issue of concern is that the TWU's proposal leaves the City vulnerable to new startup companies enticing large numbers of drivers with low stand dues to transfer out of compliant companies and into the new company. The City has a history of this when Union Cab started operations and quickly became the second largest company in the City. If the code were not revised in 2010 to prohibit drivers from transferring into non-compliant companies, Union Cab would have grown to the largest company. Unfortunately, Union Cab primarily serves the airport. This has the potential to create major disruptions in the Alexandria taxi industry.

The TWU proposal recommended moving the dispatch requirement away from the cab companies to each cab driver. The Taskforce considered this proposal, but felt that because the infrastructure to dispatch calls must be created and implemented by the cab companies it

would not be fair to hold drivers responsible for something they cannot create or advertise. In addition, the Taskforce recognized that the two dispatch calls a day would have to be enforced on each driver with consequences for not meeting the requirement. The TWU suggested that drivers not meeting the requirement would lose their licenses. *Most drivers are not going to agree with this requirement of TWU's proposal.* Monitoring each driver's dispatch rate would be very difficult because staff would have to review over 767 manifests. Many drivers only work part time and holding them to the same standard as the full time drivers would place them at a disadvantage. The loss of a driver's license for failing to meet the dispatch requirement appeared to be an excessive punishment; the Taskforce did not believe it was appropriate to adopt this recommendation. The amount of effort required by the City to collect and substantiate driver manifests would be excessive and require the City to hire additional staff.

The TWU proposal identified an important issue that the Taskforce believes needs further consideration. As the taxi companies' service to the City is measured by using the dispatch requirement, it is a very important that this metric accurately reflect whether or not a company is servicing the community. The TWU proposal recommended that newer customer outreach methods, such as web-based dispatches, cell phone use, Twitter and Facebook, or other newer technologies could be used to determine when Alexandrians are reaching out to taxi companies to request service. The Taskforce suggests that the affected communities--taxi companies, taxi drivers, passengers and any other affected party could submit ideas to the City's transportation staff to improve this measure. The Taskforce is not suggesting the City develop new ideas independently as the best ideas are likely to come from those in, or using, the taxi business. Improvements to the measure could be suggested to the Traffic and Parking Board or to the City Council if they needed review.

For other issues that were part of the TWU proposal, the Taskforce does not believe that they be adopted in lieu of current system used by the City. The City uses a biennial rate-setting review process to assure fares and fees are appropriate. The review process assures that cab companies have a sufficient number of certificates to meet the demands of their customers.

Issue #2 - The Traffic and Parking Board's proposal to allow grandfathered certificates to become permanently affiliated with the company with whom the driver is affiliated when the grandfathered certificate holder retires.

The Taskforce recommends adopting the Traffic and Parking Board's proposal to review a request by companies to allow grandfathered certificates to become permanently affiliated with the company with whom the driver is affiliated. This recommendation was based on Finding 10.

Summary of Conclusions

The Traffic and Parking Board recommended that taxi companies who lost certificates due to grandfathered certificates expiring could request that the Traffic and Parking Board allow the company to turn the grandfathered certificate into a standard certificate if there was reason to

do so. Taxi companies expressed concern that it was possible for many drivers with grandfathered certificates to all work for the same company and all leave the business at a similar time. They viewed this as a risk to their business as it could conceivably be a significant number of their company's cabs, as 17 grandfathered certificates currently exist. The Traffic and Parking Board did not suggest that all certificates be re-designated. The Traffic and Parking Board believes that there are too many cabs operating in Alexandria today, so allowing grandfathered certificates to expire would be an appropriate way to reduce the total number of cabs. But, the Board also agreed that it would not be fair to let them expire unless they were fairly distributed across Alexandria's cab companies. The Traffic and Parking Board's recommendation was designed to assure that if a company was disproportionately affected, it would have recourse to assure its fleet was sufficient to serve its customer base.

The Taskforce recommends that all companies should be permitted to request that the Traffic and Parking Board consider allowing their grandfathered certificates become standard certificates when the driver leaves the industry. This would be taken up on a case by case basis.

Issue #3 - The operation of cab companies which operate below the Code required thresholds:

The Taskforce recommends adopting a pre-2005 type of code which maintains a dispatch requirement but does not allow driver transfers. The recommendation is based on Finding 1 through 9.

The Taskforce believes that as long as driver transfers are allowed, cab companies are going to operate below the code required service thresholds and cab service to the community will suffer. Since the code was changed to allow transfers in 2005 all driver transfers have been into noncompliant companies. In addition to the above, allowing driver to transfer hurts the industry's ability to serve the public in several ways. First, allowing driver transfers limits the control a company has to require their drivers to service the public. For example, if a driver refuses to service dispatch calls and the company attempts to discipline the driver, the driver will just transfer into a more accommodating company. Second, allowing drivers to transfer impedes a company's ability to invest in new technology. It's hard to justify investing in technology or infrastructure if next year a large portion of the workforce transfers out of the company. This is particularly important in this age with the new competition created by internet-based unregulated single car transportation service providers. Lastly, allowing driver transfers increases the number of cabs in an already oversaturated market. The more cabs there are the smaller income drivers will be able to earn. In addition, the city is already seeing the results of an over saturated market as the queue of cabs waiting at cab stands is so large that it extends into travel lanes. The Taskforce believes that the City can do a more effective job of regulating the taxi industry if a pre-2005 type code were adopted which maintains a dispatch requirement but does not allow transfers. In this scenario the City would be able to grant additional cabs to companies that are growing and servicing the City while reducing the size of noncompliant companies at each review cycle based upon non-compliance with dispatch requirements.

The Taskforce also considered, but is not recommending, a hybrid approach. Under this approach the City would evaluate two or three technologies that can be used to track cabs and monitor compliance. This would, most likely, require drivers and companies to purchase some type of tracking equipment for the cabs. Currently there is not a good way to monitor compliance other than accept a company at its word that the data provided by the company to the City is accurate. City Council would then direct staff to actively enforce the current code for dispatch violations. The City Manager would promulgate regulations using the existing code to access class II civil violations against companies not meeting the dispatch requirements. The Taskforce is not recommending this approach because it would not be as effective at regulating the industry and the City has insufficient staff to aggressively enforce dispatch violations.



To: Honorable Mayor William D. Euille;
Vice Mayor Allison Silberberg;
Members of City Council

Cc: Rashad Young, City Manager;
James L. Banks, City Attorney;
Richard Baier, Director, Department of Transportation and
Environmental Services

From: M. Aurora Vásquez, Co-Executive Director, Tenants and Workers United;
Alexandria Cabdrivers' Steering Committee

Date: March 8, 2013

Re: **Proposal to improve Alexandria taxicab industry structure**

PURPOSE

Create a taxicab industry that ensures quality and reliable service for riders while increasing cabdrivers' chances of making livable earnings by affording them fair opportunities to select the company with which they affiliate their skills while giving all cab companies equal opportunity to grow their fleet without also increasing the overall number of cabs operating in the city.

BACKGROUND

Between 2003 and 2005 Alexandria cabdrivers affiliated with Tenants and Workers United collaborated with the city to undertake comprehensive reform of the taxicab industry to achieve goals similar to those stated above.¹ In addition to creating economic opportunity for cabdrivers the effort was also meant to facilitate growth among the best and most dynamic cab companies as any company with a good 'business package' – such as strong marketing and reasonable stand dues – would be able to readily attract cabdrivers from among the existing workforce in order to meet increased demands for service. In short, cab companies would get to grow their fleet by vigorously competing for existing cabdrivers and their cabs not by increasing the total number of cabs operating in the city. In turn, vigorous competition between and across cab companies would lead to more robust service options for Alexandria customers.

While extensive, the changes preserved two key features: 1) the city's right to determine how many cabs operate within its borders and 2) the requirement that all cabdrivers affiliate with a company. The changes however, were meant to put an end to the city's practice of allocating

¹ At that time the city's two largest cab companies – Yellow and Diamond Cab- were under common ownership, thereby controlling the working conditions and economic opportunity of the majority of the industry's workforce. Additionally, the city did not issue an official document authorizing a car to operate as a cab. As a result, cabdrivers did not own a taxi outright. Rather, they simply owned a car that could operate as a cab so long as they remained in a cab company's good graces.

cabs among companies. Rather, individual companies were to be allowed to affiliate up to 50 percent of existing cabs. Through this lens, the distribution of the city's cabs was to be left to a combination of market forces and cab companies' ability to attract and retain its workforce. Thus, while not every company would succeed in affiliating 50 percent of all cabs, every company had an equal shot at doing so. This vision made Alexandria a national model for a progressive and balanced taxicab industry structure.

CURRENTLY

Today, the vision has been severely undermined by changes to the Alexandria taxicab code that create barriers to cabdrivers' ability to freely select the company with which they will affiliate. These barriers are particularly acute for cabdrivers who, by definition, are city-serving drivers because the airport is no longer issuing licenses.^{2/3} In turn, city-serving cabdrivers' inability to affiliate freely prevents cab companies from readily growing their fleet in response to actual or anticipated increases in demand for service. In short, the city now stands squarely between drivers and cab companies' ability to readily respond to consumer choice. The two provisions most negatively impacting the industry are the 'backfill' provisions triggered by 9-12-30(2) and the biennial movement period set forth in Section 9-12-30(a)(2) and related provisions.

The 'Backfill' Provisions

Section 9-12-30(2) gives the City Manager the absolute authority to increase the total number of cabs operating in the city whenever 10 percent of a company's drivers elect to change affiliation. It does not however, obligate the City Manager to do so. However, any new cabs so authorized must go directly to the company that lost drivers. For this reason, the law is said to offer 'backfill.' Section 9-12-30(2) states in part:

"In the event the application of this policy results in the net reduction of more than the limit set forth in Section 9-12-31(c) of any taxicab company's authorized vehicles, the city manager shall have the authority to grant the impacted taxicab company such additional authorized vehicles as to allow the company to only suffer a net reduction in authorized vehicles equal to the limit set forth in Section 9-12-31(c)."

The optional nature of Section 9-12-30(2) however, is undermined by Section 9-12-31(c)) which states: *"the minimum number of authorized taxicabs for each certificate holder shall not be fewer than 10 percent less than the number authorized at the time of the biennial review"* (emphasis added). Moreover, Section 9-12-31(i)(D) states:

² City-serving cabdrivers are those cabdrivers who by definition or choice, transport riders who initiate service within the city 100% of the time. Currently there are upwards of 300 cabdrivers serving the city in this manner as airport authorities are no longer issuing airport licenses.

³ See: Appendix A.

*“The net impact on any certificate of all transfers allowed during any single biennial review process **shall not reduce** the size of any certificate holder...by more than 10 percent of the number of authorizations held at the time of the biennial review” (emphasis added).*

In practice, these provisions mean that when cabdrivers respond to market forces by changing affiliation or in the case of cab companies – when they succeed in attracting workers away from their competitors – both company and cabdrivers are penalized through what amounts to over saturation of the market. Moreover, the backfill provision does not require the City Manager to make a determination as to why workers leave their parent company in the first place. Thus, where cabdrivers leave a company in mass – such as during the predetermined movement period – due to unfair working conditions for example, the offending company will never be held accountable. Rather, it can rest comfortably knowing the city will replenish its workforce.

The negative consequences of the backfill provision have been far reaching on the one hand and almost singular in benefits, on the other. Since 2005 for instance – with Section 9-12-31 as cover – the addition of new cabs has been permissible absent parallel increases in demand for surface. In turn, this approach most benefits Yellow Cab who, as the city’s largest cab company, controls most drivers and thereby stands to experience the greatest shift in cabdriver affiliations away from it and toward its competitors. In short, while over the years the City has helped ensure Yellow Cab is able to protect its income by affiliating a fixed number of workers, city-serving cabdrivers’ income and ability to earn a livable wage has continued to diminish.

Biennial Movement Period

The annual movement period that emerged from the 2003 – 2005 reform effort, no longer exists. The annual movement period was meant to enable cabdrivers and cab companies to better negotiate their contracts in addition to better aligning themselves to/with one another in order to respond to the ebb and flow in consumer preferences and thereby, ridership demands.

Today however, drivers are only allowed to change affiliation every two years. But even then, change rarely happens because cab companies’ ability to receive drivers from their competitors has been made contingent upon outdated methods for determining service levels.

In particular, a company’s ability to grow the size of its fleet is tied to the total number of calls it logs.⁴ A part of this approach tracks dispatch calls, an approach put in place during the 2003-2005 reform effort to collect information regarding how much city-based service companies

⁴ This includes dispatched and non-dispatched trips defined as a “Documented city trip.” (See: 9-12-1(7.3)).

provide. Today this information is used to thwart the expansion of cab companies who fail to log a fixed number of 'documented city trips.' In turn, when cab company growth is thwarted, cabdrivers' ability to freely select the cab company for whom they will work ceases to exist.

Lastly, the switch to a two year movement period wholly undermines drivers' ability to ensure equitable stand dues and fair treatment because with a mere 30 days notice companies can – and some do – change the terms of their contracts leaving drivers bound by the 24 month movement period.

A SIMPLE SOLUTION

Give every cab company an equal shot at reaching its maximum operating capacity. Currently, the city takes on the responsibility of allocating its 766 cabs among the existing cab companies. Stated differently, the city is not assigning empty cabs to each company. To the contrary, because almost every cab is owned by its driver the city is assigning each cab company a fixed number of workers. The taxicab code however, allows any company to affiliate up to 50 percent of all cabs.⁵ As a result, rather than allocate cabs and workers ahead of time the city should simply give every cab company an operating certificate reflecting the same maximum operating capacity.⁶ Thereafter, while not every company will be able to operate at capacity, every company should be expected to put its best business foot forward in order to attract and retain as many cabdrivers as possible. After all, the responsibility of amassing a workforce of any size should fall squarely on the shoulders of individual cab companies and not on the city.

Growth opportunities by company

| Company Name | Current Maximum Operating Size | Growth potential Max size = 383 |
|---------------------|---------------------------------------|--|
| Go Green | 20 | 363 |
| King Cab | 54 | 329 |
| VIP | 65 | 318 |
| White Top | 110 | 273 |
| Union Cab | 227 | 156 |
| Yellow Cab | 290 | 93 |

⁵ 9-12-32(e)

⁶ At this time, the maximum operating capacity would be 383 (766/2).

HOW TO GET THERE

- **Let market forces within the city be the measure of companies' service levels and thereby, company size.** We recognize the city's interest in ensuring riders can readily connect to a cab company that is capable of providing quality and reliable service, especially those riders seeking service to and from points within the city. Because consumers will naturally align themselves with the company that best meets their needs however, the city does not need to take on the task of determining how many cabs to allocate to each company. Similarly, cabdrivers will seek to align themselves with the company(s) experiencing the strongest service demands thereby ensuring riders' needs are always met. Thus, market forces – not staff – are best suited to measure service levels and set company size. In order for this to happen however, the city should permit cabdrivers who primarily serve the city to freely transfer affiliation during a pre-determined movement period at least once a year.
- **Abandon antiquated notions calling on staff to measure companies' service to riders.** While market forces are the most natural measure of the quality and breadth of service a cab company provides, city staff has taken on the responsibility of trying to measure service levels (such as by tracking dispatch calls). Over the past decade however, with increased development around metro stations comes increased flag business between metro riders and cabdrivers who queue there making it exceedingly difficult for cab companies to track those interactions. Additionally, technology improvements and market changes have changed the ways in which riders connect with drivers. For instance, today it is not uncommon for riders to connect with drivers directly by cell phone or through independent GPS-based services such as My Taxi. Thus, while dispatch should still be required, as a mechanism for measuring service levels it is obsolete.⁷ In fact, the notion that the city must track companies' service levels is, -- in and of itself -- obsolete as market forces tell the story best. Therefore the city should abandon its practice of tracking the number of trips a company provides as a measure for determining if a cab company can receive *city-serving* cabdrivers during the movement period.
- **Eliminate all 'backfill' provisions.** While it is appropriate for the city to determine how many cabs can operate within its borders, the city ought to give every company equal opportunity to reach its maximum operating capacity. As a result, the city must not only stop the practice of pre-allocating its 766 cabs among companies, it must also eliminate

⁷ We are not opposed to the city monitoring service levels for other reasons, such as to determine whether the city needs more cabs, to identify best practices where one company's service levels exceed others, etc.

all ‘backfill’ provisions. Backfill not only allows cab companies to circumvent responsibility for the reason(s) its workers leave, it also leads to oversaturation of the market which undermines economic opportunity for cabdrivers and penalizes companies that succeed in attracting workers away from its competitors.

- **Reinstate the Annual Movement Period**

As of date, there are upwards of 300 cabdrivers who do not – nor can they – serve the airport as the airport is no longer issuing licenses.⁸ Cab companies seeking to grow their fleet by attracting these city-only drivers to their ranks should be allowed to do so freely during an annual movement period as proper alignment of city-serving cabdrivers compliments the City’s interest in ensuring robust city-based service. Moreover, these companies should not be subject to the ‘documented city trip’ requirements because: 1) as in all industries, workers and business owners should be able to readily align based on actual or anticipated service demands; and 2) riders have a clear right to direct their consumer dollars to the cab company of their choosing and natural alignment of cabdrivers and cab companies ensures better response to such choices. On the other hand, where a cab company seeks to grow its fleet by receiving cabdrivers who primarily serve the airport, such company(s) should continue to be subject to ‘documented city trip’ requirements as realignment of airport cabdrivers does not strengthen the city’s interest in ensuring city-based service.

INACCURATE INTERPRETATIONS OF STATE LAW SHOULD NOT TRUMP COMMON SENSE APPROACHES TO INDUSTRY REGULATION

Over the past several months staff has asserted that recent revisions to state-level taxicab regulations require the city to keep every cab company at its current operating size.⁹ Stated differently, it is staff’s position that the city is obligated to backfill. The language in question states:

*The governing body may promulgate such reasonable regulations to further the provisions of this section...[h]owever, such ordinances and regulations shall not...authorize the governing body to reduce the number of taxicabs **permitted to be operated** by a taxicab operator or a holder of a certificate issued under such ordinance”* (emphasis added). – Code of Virginia, Section 46.2-2067

In Alexandria, where almost all cabs are owned by the cabdrivers themselves, staff’s interpretation is the equivalent of asserting that as cabdrivers leave one company for another or simply because they no longer want to be a cabdriver, the city is obligated to *find and assign*

⁸ See Appendix A.

⁹ There is a ‘for cause’ exception.

the company replacement workers in order to ensure the company remains at its current size. This position was set forth in Deputy City Attorney Spera's August 22, 2012 memo to then Vice Mayor Donnelly:

*"I think under the new state code section, we would be obligated to replace the transferred authorizations from the complaint companies with new ones those companies would be free to fill, because I do not think driver-initiated transfers pursuant to our City Code would constitute 'cause' for reducing a company's fleet size under the new state Code section."*¹⁰

Clearly, this interpretation is erroneous because the state legislature could not have intended to shelter cab companies from losing workers to natural attrition. Moreover, under staff's position that the city must backfill when cabdrivers leave a company without 'cause' (i.e. through the movement period), should 100 workers leave company X tomorrow and should there not be 100 new cabdrivers available to replace them, the city would have to obligate 100 people to become cabdrivers who work for company X as anything less would amount to a violation of the backfill requirement. Common sense dictates however, that the state legislature could not have intended to require the city to engage in forced labor.

State Law gives Alexandria Absolute Right to Cap the Number of Cabs Operating in the City

Lastly, every analysis shared to date has wholly ignored the first part of Section 46.2-2067. Part A of the law however, cannot be bifurcated from the whole especially when it makes clear that the city of Alexandria has the absolute right to cap the total number of cabs operating in the city. The pertinent language in part A states:

*"It is the policy of this Commonwealth, based on the public health, safety and welfare, to assure safe and reliable privately operated taxicab service for the riding public...and in furtherance of this policy, it is recognized that **it is essential that counties, cities, and towns be granted the authority to reasonably regulate such taxicab service as to the number of operators and the number of vehicles that shall provide service...even though such regulations may have an anti-competitive effect on such service by limiting the number of operators and vehicles within a particular jurisdiction.**"*
(emphasis added)

Because this paragraph gives Alexandria the absolute right to cap the total number of cabs operating in the city it cannot be the case that in part A the legislature grants this absolute right only to have part B undermine it by obligating the city to backfill a company every time

¹⁰ Recent change in state taxicab laws, Memorandum, City of Alexandria, Virginia , Christopher P. Spera, Deputy City Attorney (August 22, 2012).

cabdrivers leave. Moreover it is common knowledge that when interpreting a law it must be presumed that the legislature was fully aware of existing law and the law's intent. Therefore, it cannot be that the legislature intended to undermine itself by preserving the city's right to cap the number of cabs on the one hand and then negating it on the other. To the contrary, because in choosing to amend part B the legislature did not also choose to eliminate the city's absolute right to cap the total number of cabs operating within its boundaries, part B must be read so as to complement the plain language of part A.

Furthermore, it is also the case that when interpreting law such interpretation must be free of *perceived intent*. Rather, the language of the law should be given a plain and natural meaning so as to avoid unreasonable results. When viewed through a plain-meaning lens therefore, to avoid an unreasonable result part B must be read so as to compliment the language in part A.

Additionally, a plain meaning read of the legislature's statement that a jurisdiction cannot – without cause – reduce the total number of cabs a company is *permitted to operate* speaks clearly to a company's maximum operating capacity as determined by the city. Giving a cab company permission to operate up to a fixed number of cabs however is not the same as promising them they will always operate at capacity. The notion that the city is obligated to ensure companies always operate at capacity, is an interpretation wholly outside the plain meaning of what it means to give a company permission to operate.

What is more, in summarizing the bill that produced the amendments to Section 46.2-2067(B) the legislature's intent to protect the overall number of cabs operating in a jurisdiction – as distinguished from affording protections to individual companies – was made clear. For instance, the summary of the bill as passed by the Senate says: *Disallows counties, cities and towns from reducing the number of cabs that are permitted or authorized under the local ordinance except for non-use or cause as defined by the ordinance*. Clearly this speaks to the total number of cabs operating in the city not to how many cabs each company in fact operates.

STATE-LEVEL TAXICAB REGULATIONS SUPPORT OUR GOALS

The state law does not extend protections to individual companies when it comes to how many cabdrivers they succeed in affiliating. Rather, the law plainly seeks to protect the overall number of cabs that have been authorized to operate in the city and thereby, the overall number of cabs individual companies can *seek* to affiliate.¹¹

¹¹ See e.g. Summary as Passed Senate: *Disallows counties, cities and towns from reducing the number of cabs that are permitted or authorized under the local ordinance except for non-use or cause as defined by the ordinance*.

This goal makes sense because it would be unfair for companies to invest in infrastructure believing they have a shot at a portion of 766 cabs, only to have the city reduce that number without cause. Therefore, our position that every cab company should have the same maximum operating capacity and be left to do its best to affiliate as many as 383 of the city's existing cabs, squares firmly with the state law's purpose.

In fact, under this approach the city would never run afoul of the proscription against adopting ordinances or regulations that reduce the total number of cabs a company is permitted to operate as it would never have to reduce companies' maximum operating capacity.¹² To the contrary, the total number of cabs a company is permitted to operate would remain constant and market forces – not the city – would determine if it operates at capacity.¹³

CONCLUSION

Freedom of movement for cabdrivers who primarily serve the city ensures cab companies that have or anticipate an increased demand in service, can better meet riders' needs. Cab companies can however, meet consumer demand without increasing the overall number of cabs operating in the city. Rather than increasing the overall number of cabs operating in the city rider needs can be met and better treatment of drivers achieved, by ensuring the distribution of cabs is readily able to mirror consumer demand. In turn, this requires the city to abandon its practice of predetermining how many cabs each company should have. Instead, market forces should determine how cabs that primarily serve the city are distributed. Through this lens, cab companies should be afforded equal opportunity to affiliate up to 50 percent of the city's existing cabs and while not every company will be able to operate at maximum capacity, those with the best business practices and policies as well as the highest service demands will rise to the top. State law supports this approach because the law seeks to prevent the city from shrinking the total number of cabs operating within its borders, absent cause. In turn, this proscription should encourage cab companies to put their business foot forward in order to maximize their ability to affiliate as many of the authorized cabs as possible.

¹² Except of course, where the overall number of cabs operating in the city have to be reduced for cause, so too will every company's maximum operating capacity have to be reduced as no company can affiliate more than 50 percent of all cabs.

¹³ Of course, the city would retain its right to reduce numbers 'for cause.'

Appendix A

From: Rob Krupicka <Rob.Krupicka@alexandriava.gov>

Date: June 22, 2012 10:17:04 AM EDT

To: Gabriel Rojo <grojo@tenantsandworkers.org>

Subject: Fwd: Airport Taxi Information

Begin forwarded message:

From: Rose Boyd <Rose.Boyd@alexandriava.gov>

Date: June 21, 2012 3:20:02 PM EDT

To: Joseph Seskey <Joseph.Seskey@alexandriava.gov>

Cc: Rob Krupicka <Rob.Krupicka@alexandriava.gov>, Elizabeth Jones

<Elizabeth.Jones@alexandriava.gov>, Eleonore Cox <Eleonore.Cox@alexandriava.gov>, Linda Owens

<Linda.Owens@alexandriava.gov>, City Council <CityCouncil@alexandriava.gov>

Subject: RE: Airport Taxi Information

Thanks. I am forwarding this response to Councilman Krupicka. Rob, as noted earlier, the Hack Office at Reagan National licenses cabs who service that facility. The information below was provided by the Airport Hack Office.

From: Joseph Seskey

Sent: Thursday, June 21, 2012 2:18 PM

To: Rose Boyd

Subject: RE: Airport Taxi Information

Here is the best information that they could provide at this time.

1) How many Airport Licenses with Alexandria cab drivers?

A. Around + or - 450

2) What is the total number of taxi licenses given out by the airport?

A. They have about 1700 active licensed cabs

3) Do we know the number of airport licensed drivers at each company?

A. According to the Airport the April 17 list has not changed much. It will take them a while to provide an updated list.

King -55

Union-222

VIP-79

Yellow-29

White Top-65

4) How many airport licenses given out each year?

A. None. They are not currently issuing any licenses. They renew the active ones once annually.

§ 46.2-2067. Local regulation of number of taxicabs.

A. It is the policy of this Commonwealth, based on the public health, safety and welfare, to assure safe and reliable privately operated taxicab service for the riding public in this Commonwealth; and in furtherance of this policy, it is recognized that it is essential that counties, cities and towns be granted the authority to reasonably regulate such taxicab service as to the number of operators and the number of vehicles that shall provide such service and regulations as to the rates or charges for such taxicab service, even though such regulations may have an anti-competitive effect on such service by limiting the number of operators and vehicles within a particular jurisdiction.

B. The governing body of any county, city, or town in the Commonwealth may regulate by ordinance and limit the number of taxicab operators and the number of taxicabs within its jurisdiction in order to provide safe and reliable privately operated taxicab service on any highway, street, road, lane or alley in such county, city, or town. The governing body may promulgate such reasonable regulations to further the provisions of this section including, but not limited to, minimum liability insurance requirements. However, such ordinances and regulations shall not prescribe the wages or compensation to be paid to any driver or lessor of any such motor vehicle by the owner or lessee thereof; nor shall such ordinances and regulations authorize the governing body to reduce the number of taxicabs permitted to be operated by a taxicab operator or a holder of a certificate issued under such ordinance, other than for non-use of such taxicabs or for cause as defined by such ordinance, including instances where there is a decrease in the demand for taxicab service. Further, such ordinances and regulations shall not impose (i) regulatory requirements concerning claims settlement practices beyond those imposed by § 46.2-2056 or (ii) financial requirements to qualify as a self-insurer beyond those imposed by § 46.2-2053 on any taxicab operator who, in lieu of filing an insurance policy or surety bond, has qualified as a self-insurer pursuant to § 46.2-2053 by depositing with the State Treasurer state, federal or municipal bonds or has filed an unconditional letter of credit issued by a bank. Nothing herein shall be construed to affect or control the authority of counties, cities or towns to set the amount, if any, of locally established liability insurance requirements that may be met by a program of self-insurance.



Legislation Details (With Text)

File #: 14-2083 **Name:**

Type: Communication or Report **Status:** Agenda Ready

File created: 10/30/2013 **In control:** City Council Legislative Meeting

On agenda: 11/12/2013 **Final action:**

Title: TPB-VRE Regional Transportation Update

Sponsors:

Indexes:

Code sections:

Attachments: [14-2083 TPB-VRE Regional Transportation Update](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

TPB-VRE Regional Transportation Update



Regional Transportation Update

City Council Legislative Meeting
November 12, 2013

Overview

- Series of updates to Council on regional transit issues
 - Focus on ongoing regional studies, including:
 - TPB's Regional Transportation Priorities Plan
 - VRE's System Plan
 - Future updates will cover:
 - WMATA's strategic plan
 - City's transportation funding strategy (Nov 26 work session)



Regional Transportation Priorities Plan

Draft, October 2013

Transportation Planning Board

Transportation Planning Board

- National Capital Region Transportation Planning Board (TPB)
 - Federally designated Metropolitan Planning Organization (MPO) for the region
 - Responsible for ongoing, comprehensive regional transportation planning
 - Members include reps from MD, VA, DC, local governments, and WMATA
- Regional Transportation Priorities Plan (RTPP)
 - October 2013 draft highlighted strategies and programs that should be prioritized for funding
 - Emphasizes strategies that offer greatest potential for addressing **regional challenges**; and
 - Can garner **public support**

Draft TPB Plan (Oct 2013)

Public Input:

- Online survey solicited input on both regional challenges and potential strategies
- Biggest regional challenges:
 - Transit overcrowding;
 - Metro repair needs;
 - Roadway congestion; and
 - Ongoing roadway maintenance
- Priorities:
 - Strategies that address Metro and roadway repair needs
 - Strategies that address transit crowding and roadway congestion
 - Strategies that address special focus areas

Draft TPB Plan (Oct 2013)

Near-Term Strategies:

- Make it easier and safer to get to transit stops
- Make transit stops/stations more comfortable
- Targeted roadway improvements that provide congestion relief
- Make electric vehicles more convenient and encourage use
- Make better use of limited capacity by encouraging commuters to shift travel modes
- Make walking and bicycling more viable by making it safer, easier, and more convenient

Draft TPB Plan (Oct 2013)

Ongoing Strategies:

- Keep the regional and local bus and rail systems safe and in good working order
- Ensure that road/bridge maintenance are prioritized for highway funding
- Apply priority bus treatments on key routes to make bus faster, more reliable, and more convenient
- Smooth traffic flow and minimize delays on the existing road network
- Improve access to transportation for people with disabilities
- Apply non-engineering solutions to make the transportation system safer

Draft TPB Plan (Oct 2013)

Long-Term Strategies:

- Build express toll lanes on most interstate highways and some major arterial highways
- Operate a network of bus rapid transit on express toll lanes, with connections primarily to Activity Centers and/or major rail stations
- Concentrate more development in Activity Centers to achieve land-use and transportation efficiencies
- Increase capacity of the existing rail and bus network to meet rising demand
- Expand pedestrian and bicycle infrastructure, especially in Activity Centers, to enhance local circulation and encourage more bicycling and walking

Draft TPB Plan (Oct 2013)

Implementation:

- Next 4-year update to TPB's Constrained Long Range Plan (CLRP) is due at the end of 2014
- Opportunity to incorporate priority strategies into CLRP
- Region should look for ways to seamlessly integrate ongoing regional plans
 - WMATA's *Momentum* is consistent with the priorities identified in RTPP
 - Specific project elements should be identified and prioritized for inclusion in CLRP

City Comments

- RTPP should have a clear tie to the approved *Region Forward*
- More emphasis needed on commuter rail, other transit modes (streetcar, LRT, BRT), walkability, and connectivity of activity centers
- Transit affordability needs to be addressed
- Major projects underway within jurisdictions are left out
 - Route 1 Transitway, Potomac Yard Metrorail Station
- BRT on toll lanes has not been adequately analyzed or vetted
 - No regional plans to expand toll lanes
 - No studies of cost/benefits/challenges

Next Steps

- Updated draft by Nov 11
- May be voted on by TPB as early as Dec 18
 - Dependent on reaction to latest draft



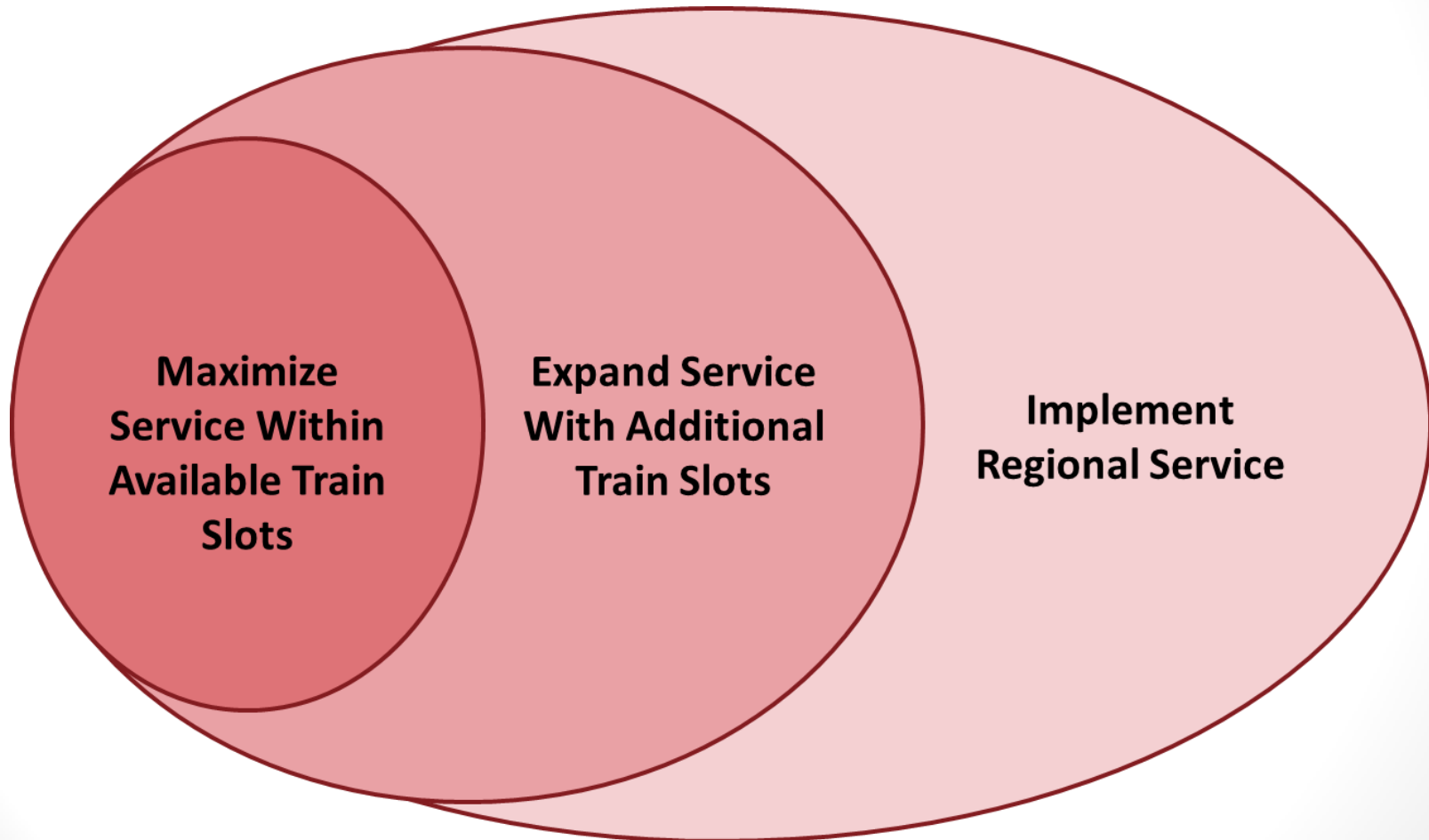
VRE System Plan

Virginia Railway Express

VRE System Plan

- Defines regional travel needs
- Provides framework for VRE investments through 2040
- Evaluates potential scenarios
 - Ridership and capacity needs
 - System investment requirements, including long-lead-time programs and phased implementation
- Recommends plan as foundation for expanding the system
- Enables future decision-making
 - Implementation of programs and projects
 - Partnerships with other stakeholders
 - VRE's role in the regional transportation framework

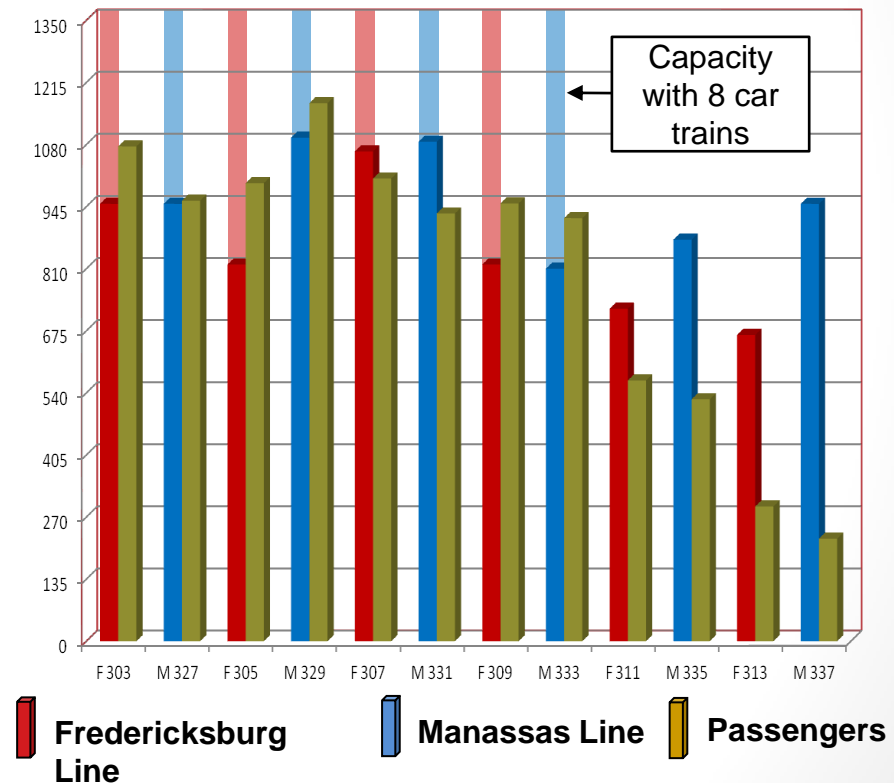
Potential Service Initiatives



Maximize Existing Service

- Add trains within available slots
 - 2 round trips available
- Lengthen trains to 8 cars
- **3S Approach: Seats-Stations-Storage**
 - Additional coaches
 - Potomac Shores station
 - Longer platforms
 - Station parking
 - Train storage
- Plan satisfies short-term growth

Mid-Week PM Peak Passenger Loads and Seating Capacity by Train, 2013



Expand Service

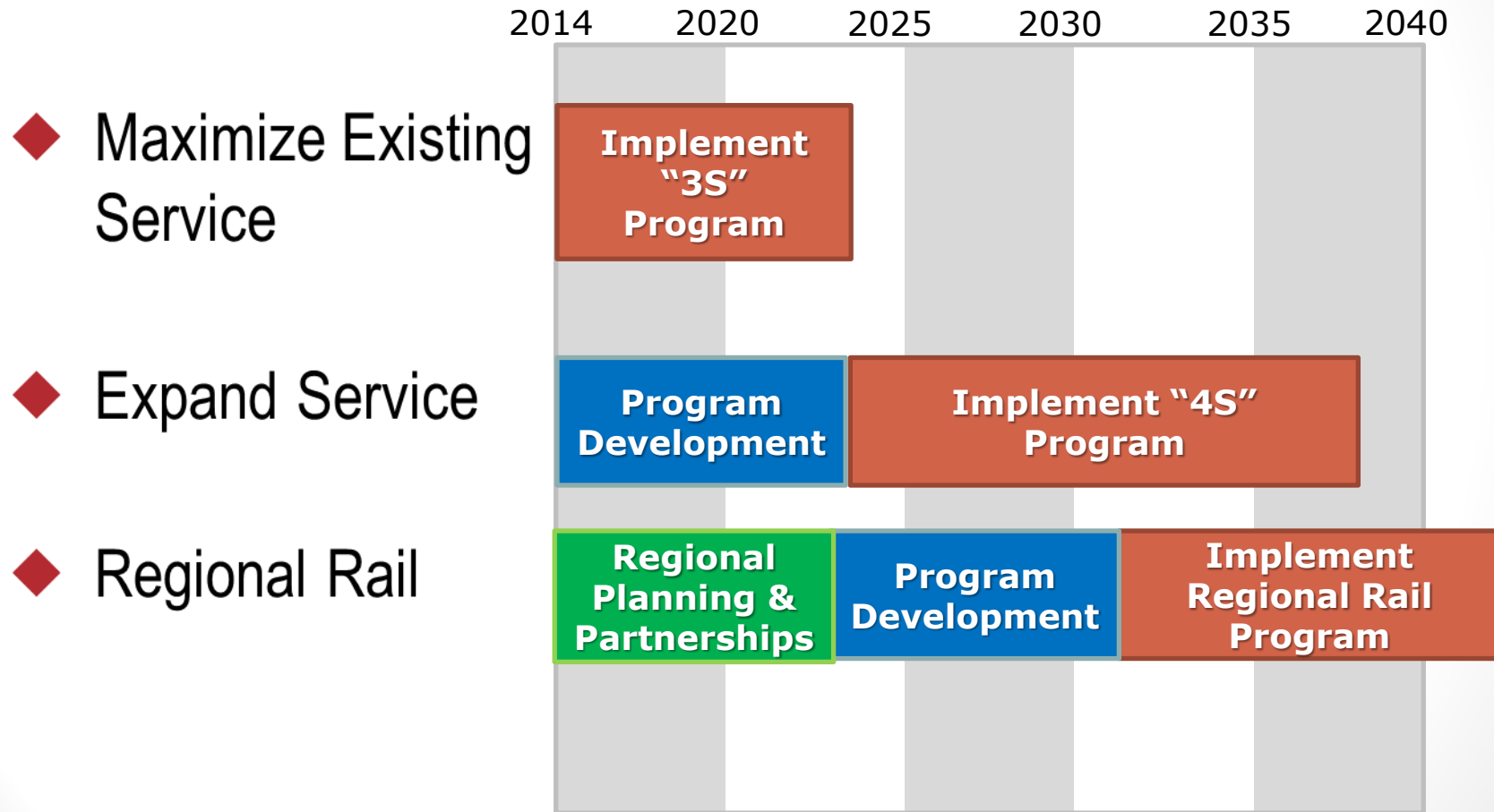
- Add train slots and trains
 - Service traditional commute-to-work market
 - Target new markets
- ***4S Approach: Seats-Stations-Storage-Slots***
 - Coaches, locomotives
 - Longer platforms, 2nd platforms, station parking
 - Train storage
 - Railroad capacity
- Long-term growth linked to expanded railroad capacity
 - Long Bridge/CSX 3rd main line track
 - Norfolk-Southern improvements

Regional Service

- VRE/MARC run-through service
- Expand to other markets
- Coordination with Amtrak Virginia, future HSR, freight service
- Basis for fully-integrated regional rail network
- Requires regional commitment



Preliminary Recommendations & Timeline





Questions?



Legislation Details (With Text)

File #: 14-1993 **Name:** Resolution Regarding the Voluntary Rent Guidelines
Type: Resolution **Status:** Agenda Ready
File created: 10/4/2013 **In control:** City Council Legislative Meeting
On agenda: 11/12/2013 **Final action:**
Title: Consideration of Resolution from the Landlord-Tenant Relations Board Regarding the Voluntary Rent Guidelines. [ROLL-CALL VOTE]
Sponsors:
Indexes:
Code sections:
Attachments: [14-1993 2013 Voluntry Rent Guidelines Resolution](#)
[14-1993 Data Summary for 2013](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013
TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:

Consideration of Resolution from the Landlord-Tenant Relations Board Regarding the Voluntary Rent Guidelines. [ROLL-CALL VOTE]

ISSUE: City Council consideration of the resolution from the Landlord-Tenant Relations Board regarding the Voluntary Rent Guidelines.

RECOMMENDATION: That City Council approve the attached resolution (Attachment I) continuing the City's Voluntary Rent Guidelines at a percentage of not more than 5% where the tenant pays utilities and not more than 7% where the owner pays utilities, as recommended by the Landlord-Tenant Relations Board.

BACKGROUND: Virginia localities are prohibited from enacting rent control. However, for over 25 years, the City has encouraged landlords to limit rent increases in accordance with the City's Voluntary Rent Guidelines, which are suggested maximum rent increases for existing tenants. These voluntary guidelines

provide no enforcement authority against landlords who fail to comply with them, as under Virginia law, the City has no authority to place mandatory limits on rent increases.

The Landlord-Tenant Relations Board reviews the Guidelines annually and makes recommendations to City Council regarding their adequacy, and Council is then asked to adopt a voluntary rent guidelines resolution (Attachment I). In preparing its recommendations, the Board considers rent data, market forecasts and vacancy surveys by Delta Associates, a national real estate consulting firm, as well as data prepared by the Office of Housing in its annual apartment survey. The Office of Housing survey covers all rental complexes in the City with ten or more units. Delta Associates' survey is based on a representative sample of complexes in smaller area submarkets within the City, and distinguishes between "Class A" and "Class B" apartments. The Board considers these data to formulate recommendations that will account for market trends without unduly burdening tenants. Table A in Attachment II illustrates Office of Housing data collected in January of each year and voluntary rent guidelines since 2003. Table B in Attachment II reflects Delta Associates' year-end 2012 data.

DISCUSSION: The current guidelines are 5% if the tenant pays utilities and 7% if the landlord pays utilities. For the reasons below, this recommendation would not change the current guidelines.

Staff estimates that most landlords in the City are in compliance with the guidelines and staff is generally successful in mediating reduced increases. Not all cases mediated result in the landlord's full compliance with the guidelines, but staff is often able to mediate a lower increase to the tenant. In addition, the guidelines recognize and direct staff to consider unusual costs, capital improvements and major repairs to the property and an increase in the assessment of the property of more than 50%.

Alexandria's rental apartment market remains strong when compared to national trends. According to the Office of Housing's January 2013 survey, apartment vacancy Citywide increased from 3.21% to 4.11% since January 2012. Delta Associates' year-end report for 2012 indicated increased vacancy rates for Class B properties in Alexandria, but reported slight decreases in Class A apartment vacancy rates. Both the City survey and Delta Associates reported vacancy rates well below the national rental vacancy rate, which U.S. Census Bureau News reported as 8.7% in the fourth quarter of 2012.

The Office of Housing survey shows that citywide average rents for new tenants increased 1.6% from January 2012 to January 2013. Delta Associates' survey reported very modest rent growth in Alexandria submarkets of between 0.9% in West Alexandria Class B garden apartments and 6.1% in Class A high-rise units for the fourth quarter 2012 compared to the same period in 2011. The Arlington/Alexandria Class A Garden apartment submarket surveyed by Delta Associates showed a slight decrease in rents during that period.

The Landlord-Tenant Relations Board considers it critical that the guidelines be reasonable and consistent with market conditions for landlords to comply and recommends increasing the percentages when market rent increases indicate a strong rental market. However, the purpose of the guidelines is to encourage property owners to keep increases reasonable for lease renewals. Although rents for new tenants have shown only modest growth and vacancy has increased since last year, current rents for many renters may be well below market rates. Therefore, the Board does not recommend lowering the guidelines.

At its November 6, 2013 meeting, the Landlord-Tenant Relations Board voted to recommend that City Council adopt the attached resolution encouraging landlords to continue to limit increases for current residents to a maximum 5% increase for properties with tenant paid utilities, and 7% for properties with utilities included in rents.

FISCAL IMPACT: None

ATTACHMENTS:

Attachment 1 - 2013 Voluntary Rent Guidelines Resolution

Attachment 2 - Data Summary for 2013

STAFF:

Mark Jinks, Deputy City Manager

Mildrilyn Stephens Davis, Director, Office of Housing

Melodie Seau, Division Chief, Office of Housing

2013 VOLUNTARY RENT GUIDELINES RESOLUTION
CITY OF ALEXANDRIA, VIRGINIA
RESOLUTION NO. _____

WHEREAS, more than half of the dwelling units in the City of Alexandria are renter-occupied; and

WHEREAS, the Alexandria City Council has continually expressed its concern for the well-being of the City's tenants and landlords through proposed charter changes, legislation, and establishment of the Landlord-Tenant Relations Board; and

WHEREAS, the Alexandria Landlord-Tenant Relations Board has previously expressed its concern to the City Council regarding excessive rent increases;

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Alexandria, Virginia calls upon the Alexandria Landlord-Tenant Relations Board to monitor and investigate complaints of rent increases in excess of the following guidelines and to conduct a review of the guidelines every six months and forward recommendations to Council at a minimum of every 12 months:

- If the tenants pay all utilities, not more than five percent cumulatively per year;
- If all utilities are included in the rental amount, not more than seven percent cumulatively per year;

PROVIDED, however, that Board investigators will recognize and take into account any unusual costs, capital improvements and major repairs to the property (which should be substantiated by the owner), and extraordinary increases (more than 50%) in assessments;

PROVIDED, further, that the landlord may apportion increased real estate taxes in an equitable manner;

PROVIDED, further, that when a landlord converts utilities to a sub-metered or individually metered system, the amounts of monthly rents, plus annualized utility costs, shall remain within these guidelines.

BE IT FURTHER RESOLVED that the Landlord-Tenant Relations Board will report to City Council on the adequacy of the above guidelines in 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Alexandria to be affixed this 11th day of November, 2013.

ADOPTED:

WILLIAM D. EUILLE, MAYOR
On behalf of the City Council
of Alexandria, Virginia

ATTEST:

Jacqueline Henderson, City Clerk

**Rental Market Data Summary
2013 Voluntary Rent Increase Guidelines**

Office of Housing Annual Apartment Survey

| Survey Date | Avg. Vacancy | Avg. 2BR | Increase from prior year | City-Wide Avg | Inc/Dec from prior year | Voluntary Guideline % |
|-------------|--------------|----------|--------------------------|---------------|-------------------------|-----------------------|
| 1/2003 | 4.9 | \$1327 | 4.0% | \$1178 | 2.0% | 5%/7% |
| 1/2004 | 5.2 | \$1357 | 2.2% | \$1188 | 1.0% | 5%/7% |
| 1/2005 | 4.4 | \$1414 | 4.2% | \$1239 | 4.3% | 5%/7% |
| 1/2006 | 3.7 | \$1454 | 2.8% | \$1240 | .01% | 7%/9.5% |
| 1/2007 | 2.9 | \$1519 | 4.4% | \$1311 | 5.7% | 5.5%/7.5% |
| 1/2008 | 5.2 | \$1604 | 5.5% | \$1366 | 4.2% | 5.5%/7.5% |
| 1/2009 | 4.4 | \$1700 | 5.9% | \$1430 | 4.7% | 5.5%/7.5% |
| 1/2010 | 4.1 | \$1624 | (4.7%) | \$1395 | (2.4%) | 5%/7% |
| 1/2011 | 3.9 | \$1765 | 8.7% | \$1516 | 8.7% | 5.5%/7.5% |
| 1/2012 | 3.2 | \$1776 | .06% | \$1551 | 2.3% | 5%/7% |
| 1/2013 | 4.1 | \$1837 | 3.4% | \$1577 | 1.6% | 5%/7%* |

*Proposed

Delta Associates

| Submarket | Stabilized vacancy rate 4Q | | Same Store Growth (Rent Increase) 4Q | | Avg Effective Rent 4Q | |
|--------------------------------------|----------------------------|------|--------------------------------------|------|-----------------------|---------|
| | 2011 | 2012 | 2011 | 2012 | 2011 | 2012 |
| Alexandria/Arlington Garden Class A* | 5.5% | 3.0% | 3.6% | -.7% | \$1,849 | \$1,840 |
| Alexandria High-rise Class A | 5.6% | 5.1% | -0.1% | 6.1% | \$1,877 | \$1,991 |
| Old Town Alexandria Garden Class B | 0.8% | 2.1% | -0.2% | 2.6% | \$1,300 | \$1,405 |
| West Alexandria Garden Class B | 2.9% | 6.4% | 1.0% | .9% | \$1,496 | \$1,496 |
| West Alexandria High-rise Class B | 1.8% | 4.4% | 1.5% | 2.1% | \$1,482 | \$1,476 |

*Prior year submarket combined Alexandria/Springfield Garden Class A



Legislation Details (With Text)

File #: 14-2093 **Name:**

Type: Resolution **Status:** Agenda Ready

File created: 11/1/2013 **In control:** City Council Legislative Meeting

On agenda: 11/12/2013 **Final action:**

Title: Consideration of a Resolution Giving Guidance in Regard to Replacing Foregone Voluntary Affordable Housing Contributions Deriving from the Development of the National Science Foundation Headquarters Building. [ROLL-CALL VOTE]

Sponsors:

Indexes:

Code sections:

Attachments: [14-2093 NSF Guidance Resolution.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: RASHAD M. YOUNG, CITY MANAGER/s/

DOCKET TITLE:

Consideration of a Resolution Giving Guidance in Regard to Replacing Foregone Voluntary Affordable Housing Contributions Deriving from the Development of the National Science Foundation Headquarters Building. [ROLL-CALL VOTE]

ISSUE: Consideration of giving guidance in relation to replacing foregone affordable housing contributions.

RECOMMENDATION: That Council consider adopting the attached resolution providing guidance to the City Manager to consider, as a priority for funding in future proposed operating budgets, a cumulative increase in the General Fund contribution to the City's Housing Trust Fund of no less than \$500,000 by FY 2017.

BACKGROUND: In order to help drive down the rental price of the NSF building to the federal government and to win the regional competition for NSF's new headquarters, an incentive package was developed by the City as part of the negotiations with the developers of the National Science Foundation (NSF) building. This incentive package included a partial real estate tax abatement (\$28.2 million) over the 15-years of the NSF

lease, as well as permitting the foregoing by the developer of the NSF building of its planned voluntary affordable housing contribution (\$1.0 million), as well as a contribution to the East Eisenhower Avenue improvement fund (\$0.8 million). These three financial incentives were included in the developer's office lease proposal to the federal government and were key to the decision by NSF to relocate its headquarters to Alexandria. The net benefit to the City over 15 years would be about \$99 million annually added to the City economy including projected net new tax revenues for the City of more than \$55 million over the 15 years of the NSF lease.

During Council's consideration of the developer contribution issue, at Council's October 19, 2013 public hearing on the NSF building development plans, concern was expressed by a number of members of Council about the loss of the \$1.0 million voluntary affordable housing fund contribution from the NSF developer. Staff explained that in developing this incentive package, there were no good choices about what the City could forego in regard to developer fees and contributions, and that over time new development triggered by NSF's relocation to Alexandria should result in the affordable housing funds being replaced. However, those new affordable housing contribution funds would likely not become available until a year or more after what would have been a fall 2016 (FY 2017) payment of the affordable housing contribution by the NSF developer. It was also noted during Council's discussion that tax revenues generated during construction of NSF would be due to the City, would not be abated, and would exceed the amount of the foregone affordable housing contribution.

At Council's October 19 meeting, it adopted a motion directing the City Manager to bring back to Council a resolution "*that expressed Council's desire to appropriate \$500,000 from tax revenues generated during the construction and initial assessment period of the National Science Foundation (NSF) building for affordable housing*". The requested resolution is attached. The resolution is constructed as guidance to the City Manager to consider as a priority increasing the General Fund's contribution to the Housing Trust Fund by a cumulative total of at least \$500,000 by FY 2017.

This timing would equal or be accelerated from that which would have occurred if the NSF affordable housing contribution would otherwise have been made (i.e., the contribution would have been made in December 2016 which is the projected date of the issuance of the final NSF final certificate of occupancy which would be in FY 2017). This would provide three fiscal years for these monies to be provided. During that time period construction period real estate taxes from the NSF building would be due and collected and would likely exceed \$500,000. Finally, given the practices, restrictions and legal obligations in regard to establishing a budget in advance of any fiscal year, Council can provide general policy guidance in matters like this, but cannot establish a legally binding appropriation at this time, as that can only occur within the framework of the regular budget cycle.

FISCAL IMPACT: The fiscal impact of implementing the intent of this resolution would be \$500,000, which would likely occur sometime during the three fiscal years (FY 2015, FY 2016 and FY 2017) where NSF headquarters related construction period real estate taxes would be collected.

ATTACHMENT:

Attachment 1 - Guidance resolution

STAFF:

Mark Jinks, Deputy City Manager
Mildrilyn Davis, Office of Housing

RESOLUTION NO. ____

Guidance in regard to replacing foregone voluntary affordable housing contributions deriving from the development of the National Science Foundation building

WHEREAS, the City of Alexandria, Virginia (“City”), has experienced a loss of approximately 10,000 market affordable units of housing over the past decade due to high land and development costs, increasing real estate values, and steeply increasing rents; and

WHEREAS, in an effort to increase resources available to provide affordable housing within the City of Alexandria, VA, the City has established a Housing Trust Fund to which developers make voluntary contributions as a result of a real estate development process. These contributions are then used by the City to produce and or preserve committed affordable housing units; and

WHEREAS, in order to induce the National Science Foundation to relocate to the City of Alexandria, the City provided a financial incentive package that included tax abatements as well as relief from various development contributions, including the voluntary housing contribution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ALEXANDRIA THE FOLLOWING:

1. That City Council desires to appropriate \$500,000 from future tax revenues generated during the construction and initial assessment period of the National Science Foundation (NSF) building for affordable housing; and
2. That City Council hereby provides guidance to the City Manager to consider, as a priority for funding in future proposed operating budgets, a cumulative increase in the General Fund contribution to the City’s Housing Trust Fund of no less than \$500,000 by FY 2017 to be derived from NSF construction period related real estate tax revenues.

Adopted:

WILLIAM D. EUILLE, MAYOR

ATTEST:

Jacqueline M. Henderson, MMC City Clerk



Legislation Details (With Text)

File #: 14-2042 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 10/17/2013 **In control:** City Council Legislative Meeting

On agenda: 11/12/2013 **Final action:**

Title: Introduction and First Reading. Consideration. Passage on First and Second Reading of an Ordinance to Adopt Supplement Number 107 of the Alexandria City Code. [ROLL-CALL VOTE]

Sponsors:

Indexes:

Code sections:

Attachments: [14-2042_supp107c.pdf](#)
[14-2042_supp107.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Introduction and First Reading. Consideration. Passage on First and Second Reading of an Ordinance to Adopt Supplement Number 107 of the Alexandria City Code. [ROLL-CALL VOTE]

1 Introduction and first reading: 11/12/13
2 Second reading and enactment: 11/12/13
3
4

5 INFORMATION ON PROPOSED ORDINANCE
6

7 Title
8

9 AN ORDINANCE adopting supplemental pages for The Code of the City of Alexandria,
10 Virginia, 1981, as amended, and providing for the repeal of ordinances not included therein,
11 except those saved from repeal by this ordinance, and for other purposes.
12

13 Summary
14

15 The proposed ordinance adopts the One Hundred and Seventh Supplement to The Code of
16 the City of Alexandria, Virginia, 1981, as amended.
17

18 Sponsor
19

20 Office of the City Attorney
21

22 Staff
23

24 James L. Banks, Jr., City Attorney
25

26 Authority
27

28 § 3.14, Alexandria City Charter
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30 Estimated Costs of Implementation
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32 None
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34 Attachments in Addition to Proposed Ordinance and its Attachments (if any)
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36 None
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THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 2. That the sections and portions thereof set forth in "The One Hundred and Seventh Supplement to The Code of the City of Alexandria, Virginia, 1981" shall be in force and effect on and after the effective date of this ordinance, and all ordinances of a general and permanent nature which were adopted between June 15, 2013 through September 21, 2013, inclusive, and which are not included in such supplement or in The Code of the City of Alexandria, Virginia, 1981, as amended, are hereby repealed, except as otherwise provided in section 3 of this ordinance.

Section 4. That one complete set of pages comprising "The One Hundred and Seventh Supplement to The Code of the City of Alexandria, Virginia, 1981," shall be stapled or otherwise permanently fastened together, shall be manually signed on the front sheet by the mayor and the city clerk, and shall be filed in the office of the city clerk and made available to any person desiring to inspect the same. In addition, one complete set of the supplemental and replacement pages of such supplement shall be properly inserted into the copy of The Code of the City of Alexandria, Virginia, 1981, which bears the manual signatures of the mayor and the city clerk, and such code, as amended and supplemented, shall be kept on file in the office of the city clerk and be made available to any person desiring to inspect the same.

Section 5. This ordinance shall become effective upon the date and at the time of its final passage.

WILLIAM D. EUILLE
Mayor

| | |
|-----------------|----------|
| Introduction: | 11/12/13 |
| First Reading: | 11/12/13 |
| Publication: | |
| Public Hearing: | |
| Third Reading: | |
| Final Passage: | |



Legislation Details (With Text)

File #: 14-1969 **Name:**

Type: Ordinance **Status:** Agenda Ready

File created: 10/2/2013 **In control:** City Council Legislative Meeting

On agenda: 11/12/2013 **Final action:**

Title: Introduction and First Reading. Consideration. Passage on First and Second Reading of an Ordinance to Adopt Supplement 60 of the Zoning Ordinance. [ROLL-CALL VOTE]

Sponsors:

Indexes:

Code sections:

Attachments: [14-1969_ZOSUPP60.pdf](#)
[14-1969_ZOSUPP60c.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

...Title

Introduction and First Reading. Consideration. Passage on First and Second Reading of an Ordinance to Adopt Supplement 60 of the Zoning Ordinance. [ROLL-CALL VOTE]

ORDINANCE NO. _____

AN ORDINANCE adopting supplemental pages for the Zoning Ordinance of the City of Alexandria, Virginia, 1992, as amended, and providing for the repeal of ordinances not included therein, except those saved from repeal by this ordinance, and for other purposes.

THE CITY COUNCIL OF ALEXANDRIA HEREBY ORDAINS:

Section 1. That the sections of the Zoning Ordinance of the City of Alexandria, Virginia, 1992, as amended ("Zoning Ordinance"), and the portions thereof, set forth in the supplemental and replacement pages for the Zoning Ordinance, each of which pages is identified in the lower left-hand corner by the notation "Supp. No. 60," are hereby adopted as and shall constitute "The Sixtieth Supplement to the Zoning Ordinance of the City of Alexandria, Virginia, 1992."

Section 2. That the sections of the Zoning Ordinance, and the portions thereof, set forth in "The Sixtieth Supplement to the Zoning Ordinance of the City of Alexandria, Virginia, 1992," shall be in force and effect on and after the effective date of this ordinance, and all ordinances amending the text of the Zoning Ordinance which were adopted between June 15, 2013 and September 10, 2013 inclusive, and which are not included in such supplement or in the Zoning Ordinance are hereby repealed, except as otherwise provided in section 3 of this ordinance.

Section 3. That the repeal provided for in section 2 of this ordinance shall not affect any offense or act committed or done, or any penalty or forfeiture incurred, or any contract established or accruing prior to the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to said date; nor shall it affect any provision of any ordinance amending the Zoning Ordinance which was adopted between June 15, 2013 and September 10, 2013, inclusive, and which is inadvertently omitted from or erroneously incorporated into "The Sixtieth Supplement to the Zoning Ordinance of the City of Alexandria, Virginia, 1992"; nor shall it affect any ordinance adopted after September 10, 2013.

Section 4. That one complete set of pages comprising "The Sixtieth Supplement to the Zoning Ordinance of the City of Alexandria, Virginia, 1992," shall be stapled or otherwise permanently fastened together, shall be manually signed on the front sheet by the mayor and the city clerk, and shall be filed in the office of the city clerk and made available to any person desiring to inspect the same. In addition, one complete set of the pages comprising such supplement shall be properly inserted into the copy of the Zoning Ordinance of the City of Alexandria, Virginia, 1992, which bears the manual signatures of the mayor and the city clerk, and such code, as amended and supplemented, shall be kept on file in the office of the city clerk and be made available to any person desiring to inspect the same.

Section 5. That this ordinance shall become effective upon the date and at the time of its final passage.

WILLIAM D. EUILLE
Mayor

| | |
|-----------------|----------|
| Introduction: | 11/12/13 |
| First Reading: | 11/12/13 |
| Publication: | |
| Public Hearing: | |
| Second Reading: | |
| Final Passage: | |

1 Introduction and first reading: 11/12/13
2 Public hearing: 11/16/13
3 Second reading and enactment: 11/16/13
4
5

6 INFORMATION ON PROPOSED ORDINANCE
7

8 Title
9

10 AN ORDINANCE adopting supplemental pages for the Zoning Ordinance of the City of
11 Alexandria, Virginia, 1992, as amended, and providing for the repeal of ordinances not
12 included therein, except those saved from repeal by this ordinance, and for other purposes.
13

14 Summary
15

16 The proposed ordinance adopts the Sixtieth Supplement to the Zoning Ordinance of the City
17 of Alexandria, Virginia, 1992, as amended.
18

19 Sponsor
20

21 Office of the City Attorney
22

23 Staff
24

25 James L. Banks, Jr., City Attorney
26

27 Authority
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29 § 3.14, Alexandria City Charter
30

31 Estimated Costs of Implementation
32

33 None
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35 Attachments in Addition to Proposed Ordinance and its Attachments (if any)
36

37 None
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Legislation Details (With Text)

File #: 14-2065 **Name:**
Type: **Status:** Agenda Ready
File created: 10/23/2013 **In control:** City Council Legislative Meeting
On agenda: 11/12/2013 **Final action:**
Title: Consideration of City Council Schedule.
Sponsors:
Indexes:
Code sections:
Attachments: [14-2065_Council_Calendar_November2013_to_June2014.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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City of Alexandria, Virginia

MEMORANDUM

DATE: NOVEMBER 6, 2013
TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: RASHAD M. YOUNG, CITY MANAGER /s/

DOCKET TITLE:

Consideration of City Council Schedule.

ISSUE: City Council Schedule.

RECOMMENDATION: That City Council:

1. Receive the revised Council Calendar (Attachment) which includes:

- A joint budget work session with the Alexandria City Public Schools (ACPS), which is scheduled for Monday, December 2, 2013 at 6:00 p.m., at George Washington Middle School (ALL Conference Room);
- A budget work session with City staff on Monday, December 9, 2013 at 6:00 p.m. in the Sister Cities Conference Room;
- A budget work session with City staff on Wednesday, December 11, 2013 at 6:00 p.m. in the Council Work Room; and

2. Approve the calendar.

DISCUSSION:

None.

ATTACHMENT:

Council Calendar November 2013 - June 2014

STAFF:

Jerome Fletcher, Special Assistant to the City Manager

City Council Schedule

as of 11/7/13

Attachment

November

| <i>Sun</i> | <i>Mon</i> | <i>Tue</i> | <i>Wed</i> | <i>Thu</i> | <i>Fri</i> | <i>Sat</i> |
|------------|------------|---|------------|---|--|--|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 5:30 P.M. – Work Session on the State Legislative Agenda, Council Workroom 7 P.M. – City Council First Legislative, Meeting, Council Chambers | 13 | 14 | 15 | 16 9:30 A.M. – City Council Public Hearing, Council Chambers |
| 17 | 18 | 19 6 P.M. – Special Public Hearing on Waterfront Implementation Plan, Council Chambers | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 5:30 P.M. – Work Session on Transportation Funding (TIP), Council Workroom 7 P.M. – City Council Second Legislative, Meeting, Council Chambers | 27 | 28 HOLIDAY Thanksgiving Day | 29 HOLIDAY 6:00 P.M. – Annual Tree Lighting Ceremony, Market Square | 30 |
| | | | | | | |

City Council Schedule

as of 11/7/13

Attachment

December

| <i>Sun</i> | <i>Mon</i> | <i>Tue</i> | <i>Wed</i> | <i>Thu</i> | <i>Fri</i> | <i>Sat</i> |
|------------|--|--|--|------------|------------|---|
| 1 | 2 6:00 P.M. – Joint Budget Work Session with ACPs, GW Middle School | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 6:00 P.M. Work Session with Focus Area Teams, Sister Cities Conference Room (Safe, Secure & Just Community and Healthy and Thriving Residents) | 10 5:30 P.M. – Work Session on Potomac Yard Metro Rail Station Planning, Council Workroom 7 P.M. – City Council First Legislative, Meeting, Council Chambers | 11 6:00 P.M. Work Session with Focus Area Teams, City Council Work Room (Accountable, Effective & Well- Managed Government and Livable, Green and Prospering City) | 12 | 13 | 14 8:30 A.M. – Potomac Yards Park Ribbon Cutting Ceremony 9 A.M. - 2 nd Annual Santa Aboard the King Street Trolley, Market Square 9:30 A.M. – City Council Public Hearing, Council Chambers |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 HOLIDAY Christmas Eve | 25 HOLIDAY Christmas Day | 26 | 27 | 28 |
| 29 | 30 | 31 New Year's Eve | | | | |

2013

City Council Schedule

as of 11/7/13

Attachment

January

| <i>Sun</i> | <i>Mon</i> | <i>Tue</i> | <i>Wed</i> | <i>Thu</i> | <i>Fri</i> | <i>Sat</i> |
|------------|--|---|------------------------------------|------------|------------|--|
| | | | 1 HOLIDAY New Year's Day | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 5:30 P.M. – Work Session on Interdepartmental Work Program (Planning & Zoning), Council Workroom 7 P.M. – City Council First Legislative, Meeting, Council Chambers | 15 | 16 | 17 | 18 |
| 19 | 20 HOLIDAY Martin Luther King Day | 21 | 22 | 23 | 24 | 25 9:30 A.M. – City Council Public Hearing, Council Chambers |
| 26 | 27 | 28 5:30 P.M. – Work Session on AlexRenew Enterprise (ASA) Council Workroom 7 P.M. – City Council Second Legislative, Meeting, Council Chambers | 29 | 30 | 31 | |

2013
2014

City Council Schedule

as of 11/7/13

Attachment

February

| <i>Sun</i> | <i>Mon</i> | <i>Tue</i> | <i>Wed</i> | <i>Thu</i> | <i>Fri</i> | <i>Sat</i> |
|------------|--------------------------------------|---|------------|------------|------------|---|
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| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 7 P.M. – City Council First Legislative, Meeting, Council Chambers | 12 | 13 | 14 | 15 |
| 16 | 17 HOLIDAY Presidents' Day | 18 | 19 | 20 | 21 | 22 9:30 A.M. – City Council Public Hearing, Council Chambers |
| 23 | 24 | 25 7 P.M. – City Council Second Legislative, Meeting, Council Chambers | 26 | 27 | 28 | |
| | | | | | | |

City Council Schedule

as of 11/7/13

Attachment

| <i>Sun</i> | <i>Mon</i> | <i>Tue</i> | <i>Wed</i> | <i>Thu</i> | <i>Fri</i> | <i>Sat</i> |
|------------|------------|---|------------|------------|------------|--|
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| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 5:30 P.M. – 30th Anniversary Reception for DASH/ATC, Vola Lawson Lobby 7 P.M. – City Council First Legislative, Meeting, Council Chambers | 12 | 13 | 14 | 15 9:30 A.M. – City Council Public Hearing, Council Chambers |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 7 P.M. – City Council Second Legislative, Meeting, Council Chambers | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | <div>2014</div> |

City Council Schedule

as of 11/7/13

Attachment

March

| <i>Sun</i> | <i>Mon</i> | <i>Tue</i> | <i>Wed</i> | <i>Thu</i> | <i>Fri</i> | <i>Sat</i> |
|------------------|------------|---|------------|------------|-----------------------|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 7 P.M. – City Council First Legislative, Meeting, Council Chambers | 9 | 10 | 11 | 12 9:30 A.M. – City Council Public Hearing, Council Chambers |
| 13 | 14 | 15 | 16 | 17 | 18 Good Friday | 19 |
| 20 Easter | 21 | 22 7 P.M. – City Council Second Legislative, Meeting, Council Chambers | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |
| | | | | | | |

2014

City Council Schedule

as of 11/7/13

Attachment

April

2014

City Council Schedule

as of 11/7/13

Attachment

May

| <i>Sun</i> | <i>Mon</i> | <i>Tue</i> | <i>Wed</i> | <i>Thu</i> | <i>Fri</i> | <i>Sat</i> |
|------------|-----------------------------------|--|------------|------------|------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 7 P.M. – City Council First Legislative, Meeting, Council Chambers | 11 | 12 | 13 | 14 9:30 A.M. – City Council Public Hearing, Council Chambers |
| 15 | 16 | 17 7 P.M. – City Council First Legislative, Meeting, Council Chambers | 18 | 19 | 20 | 21 9:30 A.M. – City Council Public Hearing, Council Chambers |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 18 | 19 | 20 5:30 P.M. – ACPD Annual Awards Ceremony, Vola Lawson | 21 | 22 | 23 | 24 |
| 25 | 26 HOLIDAY Memorial Day | 27 7 P.M. – City Council Second Legislative, Meeting, Council Chambers 28 7 P.M. – City Council Second Legislative, Meeting, Council Chambers | 28 | 29 | 30 | 31 |
| 29 | 30 | | | | | |
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2014

City Council Schedule

as of 11/7/13

Attachment

June

2014



Legislation Details (With Text)

File #: 14-2108 **Name:** closed mtg
Type: **Status:** Agenda Ready
File created: 11/5/2013 **In control:** City Council Legislative Meeting
On agenda: 11/12/2013 **Final action:**
Title: Consideration of Convening a Closed Meeting for the Purpose of Consulting with Legal Counsel Regarding a Pending Legal Matter.
Sponsors:
Indexes:
Code sections:
Attachments: [14-2108_exec session motion.pdf](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Consideration of Convening a Closed Meeting for the Purpose of Consulting with Legal Counsel Regarding a Pending Legal Matter.

[RESOLUTION NO. ____]

WHEREAS, the Alexandria City Council has on the date of this resolution recessed into executive session pursuant to a motion made and adopted in accordance with the Virginia Freedom of Information Act; and

WHEREAS, § 2.2-3712 of the Code of Virginia requires a certification by the city council that such executive session was conducted in accordance with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the city council does hereby certify that, to the best of each member's knowledge, only public business matters that were identified in the motion by which the executive session was convened, and that are lawfully exempted by the Freedom of Information Act from the Act's open meeting requirements, were heard, discussed or considered by council during the executive session.