



1800 Limerick Street
Alexandria, VA 22314
alexrenew.com

Board of Directors
John Hill, Chair
James Beall, Vice Chair
Adriana Caldarelli, Sec'y-Treas
Mark Jinks
Rebecca Hammer
Chief Executive Officer
Justin Carl, PE
General Counsel
Amanda Waters

Tuesday, July 16, 2024 – 6:00 p.m.

Regular Board of Directors Meeting Agenda

In-person: AlexRenew Environmental Center (1800 Limerick St)
Ed Semonian Boardroom, Room 600

Virtual: [Microsoft Virtual Events Powered by Teams](#)

Public comments will be received at the meeting. If you wish to speak during public comment, please contact the Board Executive Assistant at (703) 721-3500 ext. 2260 or lorna.huff@alexrenew.com in advance. Submission of written statements is encouraged and may be emailed to the Board Executive Assistant.

A recording of the meeting will be posted on alexrenew.com after the meeting.

No.	Item	Presenter	Action
1.	Call to Order (6:00 p.m.)	Chair	
2.	Approval of Agenda (6:02 p.m.)	Chair	Motion
3.	Public Comment Period (6:05 p.m.)	Chair	
4.	Consent Agenda (6:10 p.m.)	Chair	Motion
	a. Minutes from June 18, 2024 meeting (Tab 1)		
5.	Member and Committee Updates (6:15 p.m.)	Chair	Information
	a. Community Meetings (Tab 2)		
	b. Finance & Audit Committee – Next Meeting: November 12, 2024		
	c. Governance Committee – Next Meeting: October 28, 2024		
	d. Board Retreat – February 7-8, 2025		
6.	Unfinished Business (6:20 p.m.)	Chair	
	a. Revised Board Compensation Philosophy (Tab 3)	Mr. Carl	Motion
	b. Revised Delegation of Authority Board Policy (Tab 4)		Motion
	c. City of Alexandria Lease Agreement for Environmental Center 5th Floor (Tab 5)		Ratify
7.	New Business (6:35 p.m.)	Chair	
	a. Election of Officers	Chair	Motion
	b. Fiscal Year 2024 Write-off of Customer Accounts (Tab 6)	Mr. Carl	Motion
	c. Preliminary and Primary Systems Upgrade Project Construction Management At-Risk Contract (Tab 7)		Information
	d. Presentation on Progressive Design-Build (Tab 8)	Ms. Feehan	Information
8.	AlexRenew Monthly Outcomes Update (7:25 p.m.) (Tab 9)	Mr. Carl	Information
9.	Adjourn (7:35 p.m.)	Chair	

Times shown in parentheses () are approximate start times and serve as guidelines

If you need an interpreter, translator, materials in alternate formats or other accommodations to access this service, activity or program, please call (703) 721-3500 ext. 2260 at least three business days prior to the meeting.

The next Regular Board of Directors meeting is scheduled for Tuesday, September 17, 2024.

Minutes of the 919th Meeting
AlexRenew Board of Directors
6:00 p.m., Tuesday, June 18, 2024

On Tuesday, June 18, 2024, the AlexRenew Board of Directors held its regular meeting in the Edward Semonian Board Room at 1800 Limerick Street, and broadcast via Microsoft Teams, with the following present:

Members: Mr. John Hill, Chair
Mr. James Beall, Vice Chair
Ms. Adriana Caldarelli, Secretary-Treasurer
Mr. Mark Jinks, Member
Ms. Becky Hammer, Member (participated remotely via Teams)

Staff: Mr. Justin Carl, General Manager/Chief Executive Officer
Ms. Amanda Waters, General Counsel/Deputy General Manager
Ms. Caitlin Feehan, Chief Administrative Officer
Ms. Felicia Glapion, Chief Engineering Officer
Mr. Lake Akinkugbe, Director of Finance
Mr. Matt Robertson, Director of Communications
Ms. Lorna Huff, Executive Assistant to the Board

Fairfax County
Representative: Mr. Shahram Mohsenin, Division Chief
Wastewater Planning and Monitoring Division

City Representative: Ms. Erin Bevis-Carver, Division Chief,
Sanitary Infrastructure Division (participated remotely via Teams)

Consultants: Ms. Sarah Frey, Director, PFM Financial Advisors, LLC

1. Call to Order

The Chair called the meeting to order at 6:00 p.m. Ms. Hammer is participating remotely via Microsoft Teams.

2. Approval of Agenda

The Chair requested that members review the agenda. There being no changes, Mr. Jinks moved approval and Mr. Beall seconded. The Board unanimously approved.

3. Public Comment Period

There were no members of the public in attendance and wishing to speak; the Chair closed the public comment period.

4. Consent Agenda

Members reviewed the Consent Agenda which contained the Minutes of the May 18, 2024 Public hearing and May 21, 2024 Regular Board of Directors meeting. There being no questions or comments on the Consent Agenda, the Chair requested a motion to approve. Mr. Beall moved and Ms. Caldarelli seconded. The Board unanimously approved.

5. Member and Committee Updates

a. Community Meetings

Nothing to report.

b. Finance and Audit Committee

The Board will adopt the FY2025 Operating and Capital Budget at tonight's meeting.

c. Governance Committee

Nothing to report. Mr. Hill noted that the Board will choose a slate of officers and hold elections at the July meeting.

d. Board Retreat

The Chair recognized Mr. Carl who reported the Retreat is scheduled for February 7- 8, 2025. The focus will be on rate design. Staff will have Board prep work available in September.

6. Unfinished Business

a. Lifeline Emergency Assistance Program (LEAP) Update

Mr. Carl reported that members requested that staff provide monthly data on LEAP enrollment and usage. The dashboard will show the amount of funds expended to date, the number of customers assisted, and the number of service disconnections due to nonpayment. The dashboard will also track the current number of delinquencies overlaid with SNAP data.

Mr. Jinks requested that staff coordinate with the City's Housing Authority about upcoming disconnections. Mr. Carl reported that a meeting has already been scheduled. Mr. Carl requested that members provide feedback and note information and data they would like to see included.

Mr. Robertson provided an update on LEAP, reporting that AlexRenew has promoted LEAP in bill inserts and emails. Customer response has been less than expected with seven customers having responded. To date, none have followed through with the application process. Staff continues customer outreach. Service disconnections may also prompt customer responses as second round notices were mailed this week. Promise has a campaign to encourage payment plans for customers in arrears.

The Chair asked about service disconnections. Mr. Robertson reported that service disconnections are not expected until July.

The CEO reported that staff met with local wastewater authorities (Loudoun and Prince William) for information on their non-rate revenue customer assistance programs (CAP). These Authorities are using about half of their funds year over year.

Ms. Waters noted that staff asked about the participation rate, noting that the Authorities have streamlined the program requirements with no maximum income criteria. The lower participation rate may be due to multi-residential housing units not passing on information on the programs.

Mr. Jinks asked about their program funding. Ms. Waters reported they mentioned donations, and they also partner with SERVE of Northern Virginia.

Mr. Carl reported the initial purpose of the call was to discuss legislation on using rate revenue

for funding these programs. Neither entity had any interest in using rate revenue or funding a CAP.

There were no additional questions or comments and the Chair moved to Green Bonds.

b. Summary of Green Bonds.

Mr. Carl recognized Ms. Feehan who reported that on June 5, AlexRenew sold Green Bonds to fund upcoming capital projects to upgrade preliminary and primary systems, tertiary systems and solids systems.

Ms. Frey reported that AlexRenew had a successful bond sale, with bonds anticipated to close on June 25. The financing was \$50.5 million with a 4.17% interest rate. The bonds will be repaid over 30 years. Staff reviewed WIFIA and VRA Pooled Bonds with both alternatives having greater impact to debt service. There is a debt service impact of \$1.0 million over the life of the bond. Staff has three (3) years to use the funds.

Members discussed the pros and cons of the bond funding alternatives and using in-house staff vs. outside sources.

There were no additional questions or comments. The Chair moved to AlexRenew's FY2025 Operating and Capital Budget.

c. Review and Approve FY2025 Operating and Capital Budget

The Chair recognized Mr. Jinks who reported on the process for arriving at the approval of the FY2025 Operating and Capital Budget. He noted 17 pages of questions and answers that are posted on the AlexRenew website, noting the Budget has received a thorough review as part of the Board's due diligence. The Board held a public hearing with no public comment or correspondence received. He commended staff on the Budget. The Chair concurred and commended Mr. Jinks on his role. Mr. Jinks moved that the Board approve the FY2025 Operating and Capital Budget. Ms. Caldarelli seconded. The Board unanimously approved.

d. Review and Approve the FY2025 Changes to Rates, Rules and Regulations

The Chair recognized Mr. Jinks who reported that the Budget sets up the rates. Due to the increased cost of RiverRenew and to ensure that staff compensation stays competitive, a rate increase is required that is reflected in the Rates, Rules, and Regulations. One public speaker over the last year requested a change to the Winter Quarter Average (WQA). Staff reviewed the request and the revised WQA has been incorporated into the proposed Rates, Rules, and Regulations. The Chair commented that the description of the WQA on page 3 is well written. Mr. Carl reported the enclosed FAQs will be posted to the website on July 1, when the new rates go into effect. Mr. Jinks moved that the Board approve the revised Rates, Rules, and Regulations for FY2025. Mr. Beall seconded; the Board unanimously approved.

7. New Business

a. Review and Approve Board Compensation Philosophy

Mr. Carl reported that in April staff provided an overview of AlexRenew's 2024 compensation study. Staff wanted to revise the 2010 Compensation Philosophy based on the new study. The primary reason for the revision was to incorporate AlexRenew's benefits plan into the Philosophy. There is no time sensitivity to Board review of the Philosophy and Mr. Carl noted that members could take additional time to review.

Members requested additional time to review. Mr. Beall requested that it be added to the

Agenda for next month.

b. Review and Approve New Delegation of Authority

The Chair asked if members would like additional time to review the revised Delegation of Authority. Mr. Jinks requested that the revised policy be reviewed pending additional review. The Chair concurred.

There being no additional questions or comments, the Chair moved to the Presentation on Preliminary and Primary Solids Upgrade Project.

c. Presentation on Preliminary and Primary Solids Upgrade Project.

Ms. Glapion provided an overview of the Preliminary and Primary Systems Upgrade project. She noted the process and equipment comprising the system, the need for coordination to maintain plant operations, limited spacing, and construction to the Alexandria Burn Building on the premises, and City DSUP considerations. The total project budget is \$84.5 million at the current 0.5-2% design phase. She reviewed the project schedule noting the project is being procured under the Construction Management At-Risk (CMAR) contract. The contract will go to the Board for approval at the July 16 meeting, with staff wanting to award on the following day. Ms. Glapion reviewed the benefits of the CMAR and contractor evaluation criteria.

Members discussed the project and next steps. There were no additional questions or comments and the Chair moved to AlexRenew's Monthly Outcomes Report.

8. AlexRenew Monthly Outcomes Update

a. Discussion.

The Chair recognized Mr. Carl who noted that the lease agreement with the City of Alexandria for use of a portion of the Environmental Center 5th floor will go to City Council on June 25 for approval. Mr. Carl will circulate a copy of the lease agreement after this meeting. The Board will take official action at the next meeting.

The Chair requested that Table 2.3 (a) and (b) on Cash Reserves be returned to the Monthly Outcomes Report. Mr. Robertson noted an increase in active payment plans for delinquent customers from 243 since May that was in the Board Report to 295. Staff will break out the commercial customers to determine which are multi-family.

The Chair recognized Mr. Mohsenin who asked if Fairfax County was eligible to receive non ratepayer revenue generation of joint use facilities. Mr. Carl reported that there is a separate cost share agreement for the Environmental Center. Staff will follow up with an email to advise on the Agreement.

RiverRenew Dashboard

Mr. Carl referenced page 2 and noted that AlexRenew has an additional 40 piles to drive at the Pendleton Street site. This is expected to be completed in approximately one month. Staff is performing outreach this week and will discuss at the upcoming SAG meeting.

Mr. Carl referenced page 6 and noted that as attendance dwindles at AlexRenew's Sip and Sees at Hoofs Run and Royal Streets, staff will discontinue the gatherings in July. Staff will discuss this with the SAG. Sip and Sees will continue on Pendleton until pile driving is completed. Mr. Jinks asked about vibration complaints. Mr. Carl reported that none had been received.

There being no additional questions or comments, the Chair requested a motion to adjourn. Ms. Caldarelli moved and Mr. Beall seconded. The Board unanimously approved.

The meeting adjourned at 7:28 p.m.

APPROVED:

Secretary-Treasurer

AlexRenew Board of Directors
Alexandria Homeowners and Civic Associations Matrix
 Updated December 20, 2023

HOA	Contact	Meeting Info	Board Contact
Alexandria Federation of Civic Associations	Carter Flemming, Chair carterflemming@gmail.com	<ul style="list-style-type: none"> • Last Wednesday of the month • 7:00 PM • Hybrid 	John Hill
Del Ray Citizens Association	Katie Waynick, President president@delraycitizen.net	<ul style="list-style-type: none"> • Second Wednesday of the month • 7:00 PM • Meeting locations vary 	Jim Beall
North Old Town Independent Citizens Civic Association	Mace Carpenter, President notice.communications@gmail.com	<ul style="list-style-type: none"> • Meet three times a year 	Adrianna Caldarelli
Old Town Civic Association	Steve Milone, President stevemilone@yahoo.com or president@theoldtowncivicassociation.org	<ul style="list-style-type: none"> • Second Wednesday of the month • 7:00 PM • The Lyceum 	Mark Jinks
Rosemont Citizens Association (including PELT)	Jol Silversmith, President info@rosemontcitizensassoc.org or jol@thirdamendment.com	<ul style="list-style-type: none"> • None scheduled 	Rebecca Hammer



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MEMORANDUM

TO: AlexRenew Board of Directors

FROM: Justin Carl, General Manager and CEO

DATE: July 16, 2024

SUBJECT: *Unfinished Business, Joint Use*
Approve revisions to Board Compensation Philosophy

Issue

To support AlexRenew's Strategic Plan, AlexRenew's approach to compensation requires updates to modernize policies and reflect total compensation to employees.

Recommendation

Staff respectfully requests the Board of Directors (Board) approve the revised Compensation Philosophy (Philosophy).

Budget and Funding

Not applicable.

Discussion

The Philosophy was initially adopted in December 2010 and revised in April 2022. The original Philosophy focused primarily on compensation through the lens of employee pay. The revised Philosophy reflects an update to the definition of compensation to be inclusive of all benefits including health, retirement, life insurance, wellness initiatives, and reimbursement for ongoing education. Additionally, the Philosophy was modernized to support AlexRenew's Strategic Plan and redesigned to support the key objectives of transparency, equity and fairness, external competitiveness, and recognition.

The Philosophy was initially presented at the June Board meeting and subsequently reviewed by the Governance Committee. No additional edits have been made from the June 2024 version.

This action supports AlexRenew's strategic goal of Thriving Workforce.

ACTION TAKEN

Approved:

Disapproved:

Approved with Modification:

Modification(s):

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Title: Compensation Philosophy

Date of
Adoption:
December 2010

Date of
Revision(s): April 19, 2022

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Title: Compensation Philosophy

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Objectives

The compensation philosophy is intended to provide a framework to attract, engage, and retain a diverse workforce to support AlexRenew's mission and guide decisions that affect employee compensation. Compensation is defined as an employee's salary, premiums, paid leave, and benefits including health, retirement, life insurance, wellness initiatives, and reimbursement for ongoing education. AlexRenew is committed to providing employees with competitive and motivating compensation.

AlexRenew's compensation philosophy is designed to meet four key objectives:

- Transparency;
- Equity and fairness;
- External competitiveness; and
- Recognition.

~~Every two years, AlexRenew will conduct a market study of benchmark positions to determine the competitive posture of the organization, and propose a plan of action. The statement of compensation philosophy is intended as a guide to provide a broad framework for the Board, Alexandria Renew Enterprises (AlexRenew) employees, and the public we serve on decisions affecting pay and benefits. It is designed to reflect the important role public employees play in the delivery of services and programs to the community; that compensation is a clear measure of that importance; and that there is fair and equitable treatment of all employees, regardless of race, gender, or disability or any other protected classes, and in accordance with EEO/AA goals. In addition, the our philosophy establishes the commitment and necessity to maintain comparability with jurisdictions that are most likely to affect recruitment and retention of employees.~~

Transparency

AlexRenew believes that committing to transparency with employees builds an environment of trust. AlexRenew strives to provide employees with access to job descriptions, pay guidelines, and salary ranges. Additionally, we ensure that all employees understand the information.

- AlexRenew completes an employee compensation satisfaction survey every two years to understand employee compensation preferences, review innovative offerings, and receive

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feedback on current practices.

- AlexRenew leverages a compensation communications plan to Benchmark Against the Competition — review benefit survey data, externally against our competitors every two years, to keep pace with the competition and to know what they are doing.
- Overall Benefit Cost Strategy — maintain at or below 10% year over year; measure cost per annual salaries per employee; review employer contribution strategy annually.
- Benefits Satisfaction Survey — every two years — what do the employees want — poll employees on benefit preferences, new innovative product offerings; listen to what they want and analyze data.
- Data Analytics — how are employees using the benefits, benefit vendors to provide utilization analysis; increase participation in wellness program by 25% year over year.
- Communication Plan — builds awareness and overcomes the benefit knowledge gap any knowledge gaps related to compensation. — The plan will have has multiple touch-points to ensure all benefits compensation information is well understood and are easily accessible by employees.
- Self Service — includes AlexRenew offers self-service for its benefits, including paperless benefit enrollment, support digital communications, and total compensation benefit statements and. — Employees can easily access benefit information benefits 24/7 from one internet site.

The compensation philosophy drives recruiting, retention and business results. Compensation is the total cash and non-cash payments given to an employee in exchange for the work they do for AlexRenew.

Employee Wages


Employee wages is defined as total cash, i.e. base pay, overtime, premiums, merit lump sum awards, sign on awards and paid leave.

Key Strategies

Competitiveness and Comparability

The intent of the compensation philosophy is to maintain a competitive compensation program in order to attract, retain, and motivate qualified employees. To that end, the following principles

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~~govern compensation programs:~~

Equity and fairness

~~AlexRenew is committed to fair and equitable compensation policies. Roles and competencies responsibilities are defined through consistent guidelines and well-defined job descriptions to ensure similar positions are paid equitably across the organization. Additionally, we provide flexibility to support a diverse organization to accommodate differences and changes in job requirements.~~

- ~~• AlexRenew develops and shares pay scales salary ranges and career paths for all positions that illustrate potential salary and career growth.~~
- ~~• Pay scales Salary ranges are competitive at 100% of the average pay levels for the relevant labor market and will be adjusted to maintain market competitiveness.~~
- ~~— Annually, the Chief Human Resources Officer will make a budget recommendation to the Chief Executive Officer for general salary adjustments that is based on cost-of-living indices (e.g., Consumer Price Index), external competitiveness, and financial affordability. Career paths?~~

External competitiveness

~~AlexRenew is committed to reflecting compensation within the market by conducting a market study every two years.~~

- ~~• Pay programs are Compensation is intended to be competitive in the primary labor market (wastewater), which includes wastewater entities within . The primary labor market is currently defined as the cCounties of Arlington, Fairfax, Prince William, Loudoun, Montgomery, and Prince George's.~~
- ~~• The market study reviews pay rates for comparable jobs to benchmark positions. Additionally, the study reviews benefit survey data to keep pace with competitors. If benefit offerings are not in line with the market, AlexRenew will propose actions necessary to align with the market.~~
- ~~• AlexRenew specifically targets employee salaries at a compa-ratio between 90% and 110% of each respective salary range. Compa-ratio is the ratio of an employee's current base pay~~

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to the respective salary range midpoint.

- ~~Compa ratio is a term used in the human resources specialty area of wage and compensation management. In its simplest form, it is the ratio of an employee's current wage to the organization's benchmark rate, in our case, the salary grade mid point. Compa ratios are normally expressed as a percentage of benchmark. For example, an employee earns \$45,000 per year in a job with a salary grade mid point of \$50,000. The equation is $\$45,000/\$50,000 = 0.9\%$. The employee is said to have a compa ratio of 90%.~~
- ~~From time to time,~~ AlexRenew may recommend that other comparators should be used (e.g., City of Alexandria, Commonwealth of Virginia, agencies of the Federal government, or private sector employers or industry groups) where information from the primary labor market is considered insufficient to attract/retain specific positions ~~or classification groups~~.
- In all instances, for benchmark jobs, information for an assessment of pay competitiveness ~~will be~~ is ascertained through reliably published compensation survey data.
- ~~Every two years, AlexRenew will conduct a market study of benchmark positions to determine the competitive posture of the organization, and propose a plan of action. AlexRenew may determine if a classification salary ranges need~~ ss review in the interim.
- If an average salary falls below market ~~averages to the extent that attracting and retaining highly qualified employees may be jeopardized~~, AlexRenew will propose actions necessary to align the position ~~or classification~~ with the competitive market ~~market for implementation in the next fiscal year or sooner, if financially feasible.~~

Recognition

General Salary Adjustments

AlexRenew is committed to rewarding performance through merit increases, incentives, and career development increases. Extraordinary performance and contributions are further rewarded at a level that signifies the value of the employee to the organization.

Merit increases

Merit increases are a function of pay-for-performance and based on meeting established performance standards. Such increases are recognition of performance that meets and exceeds expectations and are not automatic. In all cases, employees will know performance expectations to

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advance in current salary grade and career development opportunities to advance to another salary grade.

Incentives

Financial incentives are meant to reward extraordinary and exemplary performance. Manager's may make recommendations to

It is also the intent of the compensation philosophy to provide financial incentives for extraordinary and exemplary performance. With a recommendation from the employee's Manager and approval of the Chief Executive Officer for an employee to receive a , an employee may be given a taxable cash award ranging from \$1,000 to \$10,000. –Such awards are to be given only in those instances where performance or contributions are deemed unique, truly extraordinary, and significantly beneficial to AlexRenew. –A one-time cash award is not considered as an increase in base salary or benefits.

Annually, the Chief Executive Officer (CEO), Chief Human Resources Officer & Chief Financial Officer will recommend a budget for general salary adjustments that is based upon:

- Overall competitive posture of the organization.
- AlexRenew Compensation Model.
- Market rate adjustments.
- Comparator organizations in the primary labor market.
- Financial affordability.

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Pay Scales

AlexRenew will promulgate pay scales for all employees that will provide information on salary increases that an employee may expect from year to year if performing satisfactorily.

For AlexRenew employees, the annual increases in base salaries from year to year will be based on meeting established performance standards. In all cases, employees will know performance expectations to advance in current salary grade and career development opportunities to advance to another salary grade. for advancement.

The specific schedules will be competitive at 100% of the average pay levels for the relevant labor market and will be adjusted whenever necessary to maintain market competitiveness.

Salary increases from the pay scale are a function of pay for performance merit. Such increases are recognition of performance that meets and exceeds expectations. Merit increases are not automatic for advancement.

All employees should be made aware that such increases are recognition of performance that meets and exceeds expectations. Performance standards and supervisory evaluations should stress that merit increases are not automatic. If an employee changes positions to a lower pay scale and their wages are above the new pay scale, their current base wage will be frozen for a period of 6 months, upon conclusion the employee will be moved to the maximum of the new pay scale or comparable position.

Education and Tuition Assistance

An objective of compensation is to encourage and support advanced study, education and degree attainment for job related courses and programs. AlexRenew will prepare and disseminate procedures for applying for and receiving education and tuition assistance, including academic grades or measures necessary for an employee to be reimbursed and the type of course work that is authorized. The amount to be budgeted for this program will be the average of the budgets for the primary comparator jurisdictions.

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Career Development Increases

AlexRenew will develop a structure to provides salary increases to recognize the attainment of career levels and development milestones. This that assure that AlexRenew's career paths are paid comparable with those in the primary labor market. Such a structure enables existing employees to in career paths within AlexRenew to receive pay increases in addition to merit and enables AlexRenew to target its pay to those employees who grow in skill and capability.

Incentives

It is also the intent of the compensation philosophy to provide financial incentives for extraordinary and exemplary performance. With a recommendation from the employee's Manager and approval of the Chief Executive Officer, an employee may be given a taxable cash award ranging from \$1,000 to \$10,000. Such awards are to be given only in those instances where performance or contributions are deemed unique, truly extraordinary, and significantly beneficial to AlexRenew. A one time cash award is not considered as an increase in base salary or benefits.

It is also the intent of the compensation philosophy to provide financial incentives for extraordinary and exemplary performance in two categories; first, with the recommendation of the AlexRenew CEO and the approval of AlexRenew Board, an employee may be given a taxable cash award ranging from \$1,000 to \$10,000. Such awards are to be given only in those instances where performance or contributions are deemed unique, truly extraordinary, and significantly beneficial to AlexRenew.

Second, there should be a program for rewarding employees at any time who demonstrate exemplary performance significantly beyond job expectations. Taxable cash awards in this category may be given to a maximum of \$500, with typical awards being between \$100 and \$250. The AlexRenew CEO should recommend a specific budget allocation to be made available for awards in this category, with procedures for determining selection of incentive awards.

In either category, these awards are one time cash awards and should not be considered increases in base salary or benefits.

Employee Benefits

Employee Benefits is defined as retirement, both defined benefit and defined contribution, health

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~~(medical, dental, vision), tuition assistance, life and disability, voluntary coverages, work/life and wellness initiatives.~~

Key Strategies

- ~~• Benchmark Against the Competition — review benefit survey data, externally against our competitors every two years, to keep pace with the competition and to know what they are doing.~~
- ~~• Overall Benefit Cost Strategy — maintain at or below 10% year over year; measure cost per annual salaries per employee; review employer contribution strategy annually.~~
- ~~• Benefits Satisfaction Survey — every two years — what do the employees want — poll employees on benefit preferences, new innovative product offerings; listen to what they want and analyze data.~~
- ~~• Data Analytics — how are employees using the benefits, benefit vendors to provide utilization analysis; increase participation in wellness program by 25% year over year.~~
- ~~• Communication Plan — builds awareness and overcomes the benefit knowledge gap. The plan will have multiple touch points to ensure all benefits are easily accessible.~~
- ~~• Self Service — includes paperless benefit enrollment, support digital communications, total compensation statement and employees can easily access benefits 24/7 from one internet site.~~

Exceptions

Nothing in this compensation philosophy statement should be construed as a required benefit ~~in the event that if~~ AlexRenew experiences a decline in revenue or revenue growth lower than the projected increase in expenditures. “Revenue” is ~~currently~~ defined as ~~the two largest components of operating revenue: the sewage disposal/wastewater~~ charges paid by customers, and ~~reimbursement contributions~~ by Fairfax County for a portion of ~~our~~ expenses based on total flow volume. As with all budget decisions, merit increases, market rate adjustments and funds for other employee benefits are subject to annual appropriation.

~~Nothing in this policy should be interpreted as a guarantee of any kind to any employee. This policy serves as a guide. Employee total compensation may be modified by AlexRenew at any time at AlexRenew's sole discretion. Employment at AlexRenew is at will, and nothing in this policy modifies the at-will nature of employment.~~

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Title: Compensation Philosophy

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Date of Revision: April 19, 2022; June
18, 2024

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City of Alexandria, Virginia Sanitation Authority Board Adopted Policy



Title: Compensation Philosophy

Date of Adoption: December 2010

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The compensation philosophy is intended to provide a framework to attract, engage, and retain a diverse workforce to support AlexRenew's mission and guide decisions that affect employee compensation. Compensation is defined as an employee's salary, premiums, paid leave, and benefits including health, retirement, life insurance, wellness initiatives, and reimbursement for ongoing education. AlexRenew is committed to providing employees with competitive and motivating compensation.

AlexRenew's compensation philosophy is designed to meet four key objectives:

- Transparency;
- Equity and fairness;
- External competitiveness; and
- Recognition.

Transparency

AlexRenew believes that committing to transparency with employees builds an environment of trust. AlexRenew strives to provide employees with access to job descriptions and salary ranges. Additionally, we ensure that all employees understand the information.

- AlexRenew completes an employee compensation satisfaction survey every two years to understand employee compensation preferences, review innovative offerings, and receive feedback on current practices.
- AlexRenew leverages a compensation communications plan to build awareness and overcome any knowledge gaps related to compensation. The plan has multiple touch-points to ensure compensation information is well understood and accessible by employees.
- AlexRenew offers self-service for its benefits, including paperless benefit enrollment, support digital communications, and benefit statements. Employees can easily access benefit information 24/7 from one website.

Equity and fairness

AlexRenew is committed to fair and equitable compensation policies. Roles and responsibilities are defined through consistent guidelines and well-defined job descriptions to ensure similar positions are paid equitably across the organization. Additionally, we provide flexibility to support a diverse organization to accommodate differences and changes in job requirements.

- AlexRenew develops and shares salary ranges and career paths for all positions that illustrate potential salary and career growth.
- Salary ranges are competitive at 100% of the average pay levels for the relevant labor market and will be adjusted to maintain market competitiveness.
- Annually, the Chief Human Resources Officer will make a budget recommendation to the Chief Executive Officer for general salary adjustments that is based on cost-of-living indices (e.g., Consumer Price Index), external competitiveness, and financial affordability.

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External competitiveness

AlexRenew is committed to reflecting compensation within the market by conducting a market study every two years.

- Compensation is intended to be competitive in the primary labor market (wastewater), which includes wastewater entities within the counties of Arlington, Fairfax, Prince William, Loudoun, Montgomery, and Prince George's.
- The market study reviews pay rates for comparable jobs to benchmark positions. Additionally, the study reviews benefit survey data to keep pace with competitors. If benefit offerings are not in line with the market, AlexRenew will propose actions necessary to align with the market.
- AlexRenew specifically targets employee salaries at a compa-ratio between 90% and 110% of each respective salary range. Compa-ratio is the ratio of an employee's current base pay to the respective salary range midpoint.
- AlexRenew may recommend that other comparators should be used (e.g., City of Alexandria, Commonwealth of Virginia, agencies of the Federal government, or private sector employers or industry groups) where information from the primary labor market is considered insufficient to attract/retain specific positions.
- In all instances, for benchmark jobs, information for an assessment of pay competitiveness is ascertained through reliably published compensation survey data.
- AlexRenew may determine if a salary range needs review in the interim.
- If an average salary falls below market, AlexRenew will propose actions necessary to align the position with the market.

Recognition

AlexRenew is committed to rewarding performance through merit increases, incentives, and career development increases. Extraordinary performance and contributions are further rewarded at a level that signifies the value of the employee to the organization.

Merit increases

Merit increases are a function of pay-for-performance and based on meeting established performance standards. Such increases are recognition of performance that meets and exceeds expectations and are not automatic. In all cases, employees will know performance expectations to advance in current salary grade and career development opportunities to advance to another salary grade.

Incentives

Financial incentives are meant to reward extraordinary and exemplary performance. Managers may make recommendations to the Chief Executive Officer for an employee to receive a taxable cash award ranging from \$1,000 to \$10,000. Such awards are to be given only in those instances where

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performance or contributions are deemed unique, truly extraordinary, and significantly beneficial to AlexRenew. A one-time cash award is not considered as an increase in base salary or benefits.

Career development increases

AlexRenew provides salary increases to recognize the attainment of career levels and development milestones. This enables employees to receive pay increases in addition to merit and enables AlexRenew to target its pay to those employees who grow in skill and capability.

Exceptions

Nothing in this compensation philosophy statement should be construed as a required benefit if AlexRenew experiences a decline in revenue or revenue growth lower than the projected increase in expenditures. "Revenue" is defined as wastewater charges paid by customers and contributions by Fairfax County for a portion of expenses based on total flow volume. As with all budget decisions, merit increases, market rate adjustments and funds for other employee benefits are subject to annual appropriation.



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MEMORANDUM

TO: AlexRenew Board of Directors

FROM: Justin Carl, General Manager and CEO

DATE: July 16, 2024

SUBJECT: Unfinished Business, Joint Use
Approve revisions to Resolution Concerning Authority of Chief Executive Officer

Issue

The Board of Directors' (Board) delegated authority to the Chief Executive Officer (CEO) requires revision to align with Virginia Code and clarifications related to delegated authority in day-to-day practice.

Recommendation

Staff respectfully requests the Board approve the revised Resolution Concerning Authority of Chief Executive Officer (Resolution).

Budget and Funding

Not applicable.

Discussion

The Resolution was adopted in January 2019 and revised in April 2022. The Resolution requires a revision to align with Virginia Code § 2.2-4309 related to contract modifications (change orders) and previous versions of the Resolution lacked sufficient detail to support staff understanding of the Board's delegated authority to the CEO.

The proposed changes create greater specificity and detail to support efficiency in AlexRenew's day-to-day operations, while ensuring the Board can review and approve contracts, items with material financial consequences, long-term obligations, and other instruments.

The revised Resolution was initially presented at the June Board meeting. Board comments have been incorporated into the version presented for Board approval.

This action supports AlexRenew's strategic goal of Operational Excellence.

ACTION TAKEN

Approved: _____

Disapproved: _____

Approved with Modification: _____

Modification(s): _____

City of Alexandria, Virginia Sanitation Authority Board Adopted Policy



Title: Resolution Concerning Authority of Chief Executive Officer

Date of Adoption: January 15, 2019

Date of Revision: April 19, 2022; ~~June~~July
~~1816~~, 2024

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~~RESOLUTION CONCERNING AUTHORITY OF CHIEF EXECUTIVE OFFICER~~

WHEREAS, pursuant to VA Code Section 15.2-5114, ~~of the Virginia Code, the City of Alexandria, Virginia Sanitation Authority d/b/a AlexRenew (the "Authority") Alexandria Renew~~ is authorized to ~~contract for procure~~ goods, services, insurance, and construction; acquire, manage, and dispose of property; borrow money; issue obligations and revenue bonds; consistent with the requirements of Section 2.2-4300 et seq. of the Virginia Code (the "Virginia Public Procurement Act"); and

WHEREAS, pursuant to Section 2.2-4302 of the ~~Virginia Code~~, ~~Alexandria Renew the Authority~~ is authorized to adopt procurement resolutions and regulations consistent with the Virginia Public Procurement Act; ~~and~~

WHEREAS, pursuant to Section 15.2-5113 of the ~~Virginia Code~~, the ~~Authority's~~ Chief Executive Officer ~~of Alexandria Renew the Authority (CEO)~~ shall perform such duties as may be delegated ~~to her them~~ by the Board of Directors (Board); and

WHEREAS, pursuant to Article III, Section 5 of the ~~Authority's By-Laws of the Authority~~, the Board may specifically authorize the ~~CEO Chief Executive Officer~~ to sign contracts and other instruments on behalf of the Authority.

NOW, THEREFORE BE IT RESOLVED that the Board ~~of Directors~~ does hereby authorize the ~~CEO Chief Executive Officer~~ to sign on behalf of the Authority the following categories of contracts and other instruments that are in accordance with the general policies and directives of the Authority:

1. Professional Services and Construction

- a. New contracts with a value less than \$250,000.
- b. Renewals for contracts previously approved by the Board and in accordance with previously established the contract's original term limitations.
- c. Contracts for goods or services authorized in the Annual Budget adopted by the Board, including except construction or professional services contracts for under \$2100,000 or more Task Orders and Annual Budgets for contracts previously approved by the Board where the total value is authorized in the adopted Operating and Capital Budget.
- d. Change Orders to a fixed-price contract where the total value is less than 25 percent of the amount of the contract or \$50,000, whichever is greater.

2. Construction

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- a. New contracts with a value less than \$250,000.
- b. Renewals for contracts previously approved by the Board and in accordance with the contract's original term limitations.
- c. Task Orders for contracts previously approved by the Board where the total value is authorized in the adopted Operating and Capital Budget.

- d. Change Orders to a fixed-price contract where the total value is less than 25 percent of the amount of the contract or \$50,000, whichever is greater.

3. Goods and Services

- a. Any contract, purchase order, or amendment where the total value is authorized in the adopted Operating and Capital Budget.

4. Sole Source Determination for specific vendor, items(s) and location(s) where the total value is authorized in the adopted Operating and Capital Budget.

5. Emergency Ceontracts

- ~~1. , and any amendment or change order to a construction or professional services contract where the total value is less than 25 percent of the amount of the contract or \$50,000, whichever is greater, that would cause the total value of the contract to exceed \$100,000, or any such construction or professional services contract that exceeds its estimated value by greater than 30% or any amendment to a construction or professional services contract that would cause a contract to exceed \$100,000.~~

- ~~2. Contracts for goods or services and construction or professional services necessary for the RiverRenew project in individual amounts not to exceed \$2,000,000 provided such expenditures are included in the capital improvement program for RiverRenew.~~

6. Non-monetary Interjurisdictional Agreements, Memoranda of Understanding/Agreement with other public entities.

7. Real PProperty

- a. Deeds of Easements (temporary and permanent) and vacation of existing easements;
- b. Right of Entry Agreements;
- Leases;
- c. Licenses;

8. Financial Ddocuments/I-or-instruments necessary or beneficial for the managingement of the Authority's funds. Any documents or instruments pursuant to his or her authority as custodian of the funds of the Authority including:

9. Other documents or instruments expressly approved by the Board.
Demands Upon Bonds.

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Authority Board Adopted Policy



Title: Resolution Concerning Authority of Chief Executive Officer

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~~3.~~; and

~~4. Other documents or instruments expressly approved by the Board.~~

City of Alexandria, Virginia Sanitation Authority Board Adopted Policy



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WHEREAS, pursuant to VA Code Section 15.2-5114, the City of Alexandria, Virginia Sanitation Authority d/b/a AlexRenew (Authority) is authorized to contract for goods, services, insurance, and construction; acquire, manage, and dispose of property; borrow money; issue obligations and revenue bonds; and

WHEREAS, pursuant to Section 2.2-4302 of the Code, the Authority is authorized to adopt procurement resolutions and regulations consistent with the Virginia Public Procurement Act; and

WHEREAS, pursuant to Section 15.2-5113 of the Code, the Authority's Chief Executive Officer (CEO) shall perform such duties as may be delegated by the Board of Directors (Board); and

WHEREAS, pursuant to Article III, Section 5 of the Authority's Bylaws, the Board may specifically authorize the CEO to sign contracts and other instruments on behalf of the Authority.

NOW, THEREFORE BE IT RESOLVED that the Board does hereby authorize the CEO to sign on behalf of the Authority the following categories of contracts and other instruments that are in accordance with the general policies and directives of the Authority:

1. Professional Services

- a. New contracts with a value less than \$250,000.
- b. Renewals for contracts previously approved by the Board and in accordance with the contract's original term limitations.
- c. Task Orders and Annual Budgets for contracts previously approved by the Board where the total value is authorized in the adopted Operating and Capital Budget.
- d. Change Orders to a fixed-price contract where the total value is less than 25 percent of the amount of the contract or \$50,000, whichever is greater.

2. Construction

- a. New contracts with a value less than \$250,000.
- b. Renewals for contracts previously approved by the Board and in accordance with the contract's original term limitations.
- c. Task Orders for contracts previously approved by the Board where the total value is authorized in the adopted Operating and Capital Budget.
- d. Change Orders to a fixed-price contract where the total value is less than 25 percent of the amount of the contract or \$50,000, whichever is greater.

3. Goods and Services

- a. Any contract, purchase order, or amendment where the total value is authorized in the adopted Operating and Capital Budget.

4. Sole Source Determination for specific vendor, items(s) and location(s) where the total value is authorized in the adopted Operating and Capital Budget.

5. Emergency Contracts

6. Non-monetary Interjurisdictional Agreements, Memoranda of Understanding/Agreement with other public entities.

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7. **Real Property**

- a. Deeds of Easements (temporary and permanent) and vacation of existing easements
- b. Right of Entry Agreements
- c. Licenses

8. **Financial Documents/Instruments** necessary or beneficial for managing the Authority's funds.

9. Other documents or instruments expressly approved by the Board.



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MEMORANDUM

TO: AlexRenew Board of Directors

FROM: Justin Carl, General Manager and CEO

DATE: July 16, 2024

SUBJECT: *Unfinished Business, Alexandria Only*
Ratify Deed of Lease for the City of Alexandria's use of a portion of the 5th Floor in AlexRenew's Environmental Center

Issue

AlexRenew is entering into a Deed of Lease (Lease) with the City of Alexandria (City) to use a portion of the 5th Floor of AlexRenew's Environmental Center for office space.

Recommendation

Staff respectfully requests the Board of Directors ratify the Lease with the City.

Budget and Funding

Not applicable.

Discussion

Construction of AlexRenew's Environmental Center was completed in 2016. The building includes six (6) floors to support our mission and Strategic Plan. All floors, except for the 5th Floor, were finished when the building was occupied. At the time, AlexRenew's staffing levels did not warrant the need for office space on the 5th Floor and the floor was reserved to meet future needs. Over the last 5 years the space has been primarily used as temporary office space for AlexRenew's construction and inspection teams.

AlexRenew has been planning to build out the 5th Floor over the last few years, initially to provide a mix of staff office space and records retention/storage area. However, to support the City's renovation of City Hall, AlexRenew and the City began discussions to lease a portion of the 5th Floor space to accommodate the City's Transportation and Environmental Services (T&ES) Infrastructure and Environmental Quality Branch (IEQ). This branch of T&ES includes the Sanitary Infrastructure, Stormwater Management, and Environmental Quality Divisions.

Recognizing that AlexRenew and T&ES IEQ share similar missions and objectives, staff negotiated a Lease with the City that would allow the parties to co-locate on the 5th Floor. The arrangement will provide additional opportunities for enhanced collaboration and resource efficiency in the future.

The 5th Floor has 11,654 square feet of gross floor area, which will be utilized as follows:

- 5,599 square feet will be leased to the City;
- 3,123 square feet will be occupied by AlexRenew's Information Technology Department; and
- 2,932 square feet of common space that includes bathrooms (previously finished), a kitchenette, stairwells, elevators, closets, and hallways.

The City's space will accommodate approximately 36 staff and includes conference rooms, a copy room, storage areas, and an IT closet. The AlexRenew portion will accommodate 15 staff and includes a conference room, a copy room, and collaboration area. The Lease also provides 23 City parking spaces in the Environmental Center Garage.

Construction costs are estimated to be \$2.7 million with final costs to be based on final design of the space. The City will fund 60 percent of the construction costs and costs for furniture, fixtures, and equipment. AlexRenew will cover the remaining 40 percent of construction costs as well as the design fee via Alexandria Only funds. In lieu of rent, the City will provide a \$25,000 donation annually to the AlexRenew Lifeline Emergency Assistance Program (LEAP) to support AlexRenew customers facing hardship.

The Lease term is 10 years with the option to renew for two (2) additional terms of five (5) years each.

On June 25, 2024, City Council authorized the City Manager to execute the Lease.

This action supports AlexRenew's strategic goal of Strategic Partnerships.

ACTION TAKEN

Approved: _____

Disapproved: _____

Approved with Modification: _____

Modification(s): _____

DEED OF LEASE

THIS DEED OF LEASE (the “Lease”) is dated March 25, 2025, by and between the **City of Alexandria, Virginia, Sanitation Authority, d/b/a AlexRenew**, a public body politic and corporate created and organized pursuant to the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2 of the Code of Virginia (the “Act”), as Grantor (“AlexRenew” or “Landlord”), and the **City of Alexandria**, a municipal corporation of Virginia, as Grantee (the “City” or “Tenant”).

WITNESSETH

WHEREAS, Landlord is the owner in fee simple of certain real property having a street address of 1800 Limerick Street, Alexandria, Virginia (the “Building”);

WHEREAS, Landlord has unused office space available on the fifth floor of the Building totaling 11,654 square feet;

WHEREAS, Tenant desires to lease approximately 5,600 square feet of office space in the Building for Stormwater Management Program staff; and

WHEREAS, both parties recognize the benefits of co-location such as enhanced collaboration and resource efficiency.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. GRANT OF LEASE

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord approximately five thousand and six hundred (5,600) square feet, being approximately sixty percent (60%) of gross floor area on the fifth floor of Landlord’s Building, located at 1800 Limerick Street, Alexandria, Virginia (the “Premises”) as delineated in Exhibit A.

ARTICLE II. COMMON SPACE

Section 1. Common Space Access. Tenant may access and enjoy shared use of the Common Space (approximately 2,932 square feet) delineated in Exhibit A, which includes a pantry, conference room and elevators.

Section 2. Common Area Maintenance. Landlord, at Landlord’s sole expense, shall maintain in a good, clean and safe condition, the Common Space and all common areas external to the Premises, including all hallways, walkways, driveways, parking facilities, and all related exterior lighting.

Section 3. Sixth Floor Use. Tenant shall coordinate with Landlord’s sixth floor liaison to reserve meeting rooms/areas on the sixth floor of the building. Landlord shall have priority use of the sixth floor.

ARTICLE III. LEASE TERM

The initial term of this Lease (the “Initial Term”) shall be ten (10) years beginning on March 25, 2025 (the “Commencement Date”) and terminating on March 24, 2035 (the “Termination Date”) unless extended pursuant to Article IV.

ARTICLE IV. TERM EXTENSIONS

The Initial Term can be extended for two (2) additional terms of five (5) years each by mutual agreement

in writing and executed by all parties to this Lease. Tenant shall provide a minimum of four (4) months' written notice to Landlord prior to the expiration of the Initial Term and extended term, if any, of the desire to extend the term.

ARTICLE V. RENT

Section 1. Rent. Tenant shall pay Landlord the sum of twenty-five thousand dollars (\$25,000) per year as rent (the "Rent").

Section 2. Payment of Rent. Rent shall be paid prior to the Commencement Date, and each year thereafter on the anniversary of the Commencement Date.

Section 3. Landlord Use of Rent Payments. Amounts paid by the Tenant under this Agreement may be used by Landlord for any lawful purpose other than to pay or offset debt service obligations.

Section 4. Security Deposit. No security deposit shall be required.

ARTICLE VI. BUILDOUT

Landlord shall be responsible for the buildout of the entire fifth floor including the Premises and the Common Area shown in Exhibit A. Landlord shall be responsible for one hundred percent (100%) of the costs related to the design and will provide forty percent (40%) of the construction costs. Tenant shall be responsible for sixty percent (60%) of the construction cost.

ARTICLE VII. USE OF PREMISES

The Premises are to be used and occupied by Tenant for general office use for City-related business. The Premises will accommodate approximately thirty-six (36) City staff. Landlord represents and warrants to Tenant that, as of the Commencement Date, this use of the Premises complies with all zoning regulations and ordinances applicable to the Building and the Premises.

ARTICLE VIII. POSSESSION AND CONDITION OF PREMISES

Section 1. As-Built Floor Plan. On or before the Commencement Date, Landlord shall provide to Tenant as-built floor plans of the Premises in a digital format reasonably specified by Tenant.

Section 2. Condition. On the Commencement Date, Landlord shall deliver the Premises to Tenant in good repair, in compliance with all applicable building and occupancy codes, and in a condition suitable to the use for which it is leased.

ARTICLE IX. ALTERATIONS

Tenant shall not make any structural alterations, additions, or improvements to the Premises without the written consent of Landlord.

ARTICLE X. BUILDING ACCESS/SECURITY

Tenant shall have year-round access to the Building and Premises, twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year. The Building and the Premises are access restricted; Tenant shall comply with Landlord's property access requirements.

ARTICLE XI. SECURITY/HEALTH/SAFETY REQUIREMENTS

On the Commencement Date, Landlord shall provide to Tenant policies and procedures related to security, safety, and general workplace standard of conduct. Tenant shall abide by these policies and procedures and may be required to complete training offered by Landlord to all its employees regarding such policies and procedures. Policies include, but may not be limited to:

Violence Prevention
Anti-Harassment
Drug-Free Workplace
Smoke-Free Workplace

Occupational Health and Safety
Motor Vehicle Safety
Security Badges
Visitors

ARTICLE XII. PARKING

Landlord shall provide a minimum of twenty-three (23) parking spaces for Tenant staff in the parking garage located at 1800 Limerick Street, Alexandria, VA.

ARTICLE XIII. UTILITIES

Section 1. Landlord Obligation. Landlord shall provide, at Landlord's expense, the following utilities and services for the Premises: Heating and air-conditioning as conditions require, electricity, gas, water and sewer, janitorial service and trash removal (inclusive of interior collection, disposal services and/or container fees).

Section 2. Tenant Obligation. Tenant shall contract directly with providers as needed for cable and data connectivity. Tenant shall be permitted to identify a designated location and implement a physical access segmentation policy for the network closets to restrict access to authorized City personnel only. The physical access segmentation may involve the installation of secure locks, keycard systems, or other access control mechanisms on the doors leading to the network closets. Access credentials will be provided exclusively to designated individuals from Landlord who have a legitimate need for access to these critical areas. If the network communications closets require co-location of Tenant and Landlord equipment, physical segmentation will be required and further defined after access to the facility and site-surveys can be performed to provide recommendations from complete partitioning of spaces with separate secure entryways to locked cages for equipment, or otherwise. This measure aims to enhance the overall security posture of the premises, safeguarding against unauthorized access and potential security breaches.

ARTICLE XIV. MAINTENANCE/REPAIRS/JANITORIAL SERVICES

Section 1. Damage Caused by Tenant. Landlord shall not be obligated to make or pay for repairs to the Premises due to damage caused by the gross negligence or willful acts of Tenant, or its agents, employees, or contractors.

Section 2. Landlord Obligations. All other necessary or required maintenance, repairs and replacements to the Premises, the Building, and external common areas shall be the sole responsibility of Landlord at Landlord's expense. Landlord's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance.

Landlord shall be responsible for mitigation of pest infestation and shall coordinate with Tenant to ensure that pest control measures are implemented in a manner that does not jeopardize the health or safety of persons in the Premises.

Section 3. Janitorial Services. Landlord shall provide janitorial services to the Premises five (5) days per week. Janitorial services of a disruptive nature, such as washing or waxing floors and vacuuming, shall be performed outside regular business hours.

ARTICLE XV. DAMAGE OR DESTRUCTION OF THE PREMISES

If the Building or the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, within ten (10) days of the date of such casualty,

Landlord shall advise Tenant, in writing, of the date (the "Commitment Date") by which Landlord commits to the completion of any repair, replacement, restoration or renovation of the Building and the Premises to their former condition. Within ten (10) days of receipt of notice of such Commitment Date from Landlord, Tenant, in a written notice to Landlord and at its option, shall either (i) terminate this Lease, effective as the date of the casualty, or (ii) elect to continue its occupancy of the Premises pursuant to this Lease. In the latter event, on or before the Commitment Date, Landlord shall repair, replace, restore and renovate the Building and the Premises to their former condition.

ARTICLE XVI. INSURANCE

Tenant shall maintain insurance from the Commencement Date through the Termination Date. A Certificate of Insurance shall be provided to the Landlord at least 10 days prior to the Commencement Date and prior to each expiration date of any required policy. Such insurance shall include:

- Commercial general liability insurance on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- Comprehensive Automotive Liability Insurance for owned, non-owned, or hired automobile to be used on the Premises with minimum limits of Five Hundred Thousand Dollars (\$500,000) combined single limit per occurrence.
- Workers Compensation and Employer's Liability in conformance with applicable law and with minimum employer liability limits of Five Hundred Thousand Dollars (\$500,000) per accident.

ARTICLE XVII. TERMINATION

Tenant or Landlord may elect to terminate this Lease at any time upon providing a minimum of twelve (12) months' prior written notice to the other party. Termination may only be initiated pursuant to material breach of the terms of this Lease. Notwithstanding the above, termination of this Lease may be carried out by mutual agreement in writing and executed by all parties to this Lease at any time in the Lease term.

At the termination of this Lease, Tenant shall peaceably deliver the Premises in the same condition as originally accepted, except for reasonable wear and tear, and subject to any provisions herein to make repairs and restoration.

ARTICLE XVIII. ACCESSIBILITY BY PERSONS WITH DISABILITIES

Landlord covenants that, as to the Premises and the common areas of the Building, it has fully complied, or will comply, to the fullest extent required by law, with:

- the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990," including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A, entitled "ADA Accessibility Guidelines for Buildings and Facilities"), as amended; and
- the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of the VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, the VUSBC shall control. Landlord further covenants that, following the date of execution of this Lease, all alterations of the Premises and common areas shall be undertaken by Landlord in such a manner that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided.

ARTICLE XIX. INDEMNIFICATION

Landlord understands and acknowledges that Tenant is an agency of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, the Commonwealth and Tenant are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices.

Landlord understands and acknowledges that Tenant has not agreed to provide any indemnification or save harmless agreements running to Landlord. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia or Tenant from tort or other liability.

ARTICLE XX. NOTICES

All notices required or permitted under this Lease shall be given in any manner set out in this section and addressed to

Tenant:

City of Alexandria
General Services Department
Attn: Lease Management
301 King Street
Alexandria, VA 22314
(703) 746-4300

Landlord:

General Manager and CEO
AlexRenew
1800 Limerick Street
Alexandria, VA 22314
(703) 785-8037

Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by registered or certified mail, return receipt requested, postage prepaid.

Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused. Each party to this Lease shall notify the other party of a new address at which to deliver notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in this section.

Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

ARTICLE XXI. BINDING EFFECT; AMENDMENTS

The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Landlord and Tenant. This Lease constitutes the entire, full and complete understanding and agreement between Landlord and Tenant, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Lease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. This Lease shall not be effective or binding unless and until signed by all parties.

ARTICLE XXII. DEFAULT

If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Landlord shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

ARTICLE XXIII. MISCELLANEOUS

- Section 1. Presumptions. No presumption shall be created in favor of or against any of the parties to this Lease with respect to the interpretation of any term or provision of this Lease due to the fact that this Lease, or any part hereof, was prepared by or on behalf of one of the parties hereto.
- Section 2. Headings. The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
- Section 3. Assignment or Sublease. Tenant may not assign this Lease, or sublet the Premises, without the written consent of Landlord.
- Section 4. Fixtures. All personal property, furnishings, and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in, or on the Leased Premises by and at the expense of Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.
- Section 5. Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease Agreement is unmodified and is full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.
- Section 6. Invalidity of Particular Provision. If any term or provision of this Lease Agreement or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.
- Section 7. Brokerage. Each party hereto hereby represents and warrants to the other that, in connection with the leasing of the Premises hereunder, the party so representing and warranting has not dealt with any real estate broker, agent or finder.
- Section 8. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representation or prior written matter not contained in this instrument shall have any force and effect. This Lease Agreement shall not be modified in

any way except by a written amendment executed by both parties.

Section 9. Governing Law. All matters pertaining to this agreement (including its interpretation, application, validity, performance, and breach), shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a state court of subject matter jurisdiction located in City of Alexandria, Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written or have caused this Lease Agreement to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of:

CITY OF ALEXANDRIA, VIRGINIA SANITATION AUTHORITY, D/B/A ALEXRENEW:

By: _____

Justin Carl
General Manager and CEO
AlexRenew
1800 Limerick Street
Alexandria, VA 22314
(703) 785-8037
justin.carl@alexrenew.com

COMMONWEALTH OF VIRGINIA,

City of Alexandria, to-wit:

The foregoing instrument was acknowledged before me this ____ day of __, 2024, by
_____.

Notary Public

My commission expires: _____ Registration number: _____

CITY OF ALEXANDRIA, VA:

By:

James F. Parajon
City Manager
City of Alexandria
301 King Street, 3500
Alexandria, VA 22314
(703) 746-4300
jim.parajon@alexandriava.gov

Approved as to Form:

Office of the City Attorney

COMMONWEALTH OF VIRGINIA,
City of Alexandria, to-wit:

The foregoing instrument was acknowledged before me this ____ day of __, 2024, by
_____.

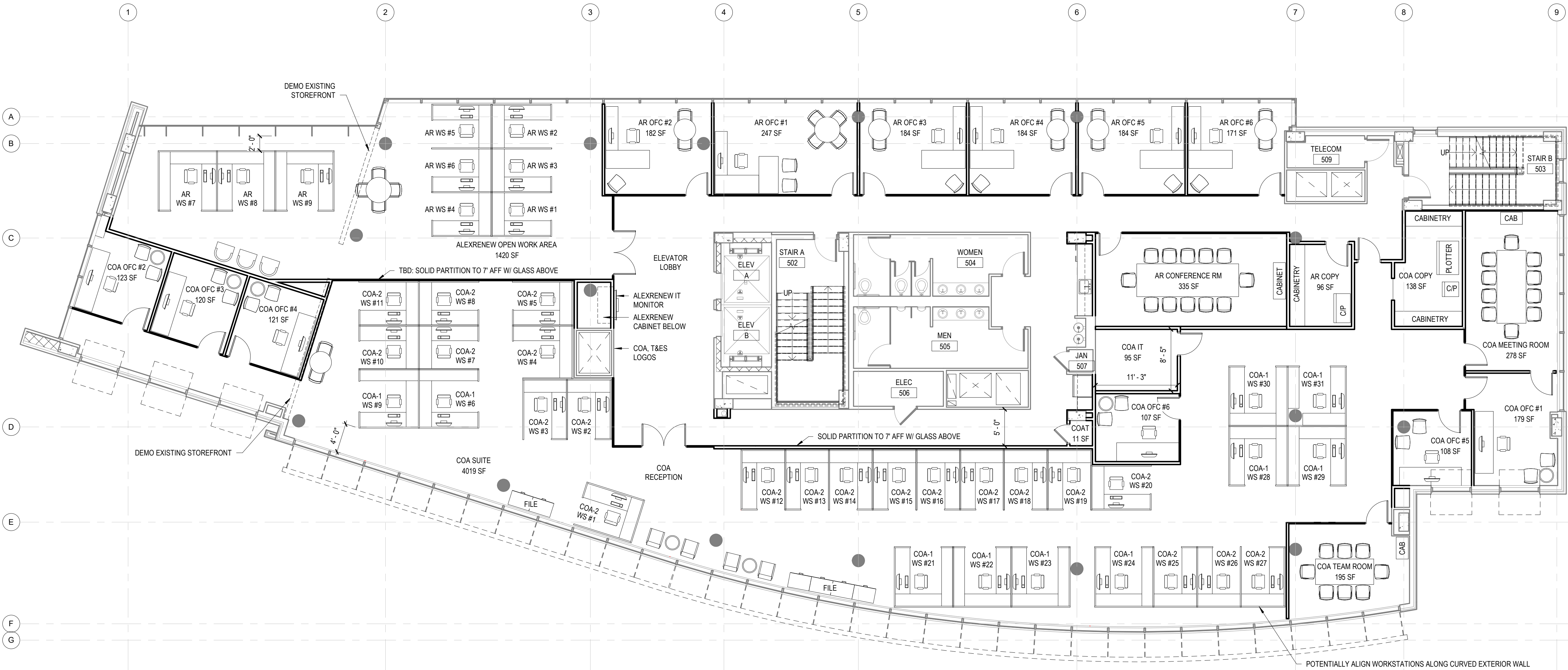
Notary Public

My commission expires: _____ Registration number: _____

ROOM SCHEDULE		
(ACTUAL VS PROGRAMMED AREAS)		
ROOM INFORMATION		
ALEXRENEW ROOM NAME	ACTUAL AREA	PROGRAMMED AREA
ALEXRENEW OPEN WORK AREA	1420 SF	--
AR CONFERENCE RM	335 SF	250-300 SF
AR COPY	96 SF	60 SF
AR OFC #1	247 SF	240 SF
AR OFC #2	182 SF	180 SF
AR OFC #3	184 SF	180 SF
AR OFC #4	184 SF	180 SF
AR OFC #5	184 SF	180 SF
AR OFC #6	171 SF	180 SF
WORKSTATIONS 8'X8'	QTY: 3	QTY: 3
WORKSTATIONS 6'X8'	QTY: 6	QTY: 6

ROOM SCHEDULE		
(ACTUAL VS PROGRAMMED AREAS)		
ROOM INFORMATION		
CITY OF ALEXANDRIA ROOM NAME	ACTUAL AREA	PROGRAMMED AREA
COA COPY	138 SF	120-180 SF
COA IT	95 SF	64-80 SF
COA MEETING ROOM	278 SF	250 SF
COA OFC #1	179 SF	90-110 SF
COA OFC #2	123 SF	90-110 SF
COA OFC #3	120 SF	90-110 SF
COA OFC #4	121 SF	90-110 SF
COA OFC #5	108 SF	90-110 SF
COA OFC #6	107 SF	90-110 SF
COA SUITE	4019 SF	--
COA TEAM ROOM	195 SF	180-200 SF
WORKSTATIONS 8'X8'	QTY: 10	QTY: 10
WORKSTATIONS 6'X8'	QTY: 21	QTY: 21

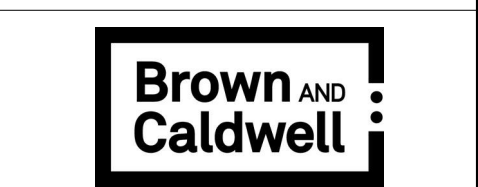
ROOM SCHEDULE		
(ACTUAL VS PROGRAMMED AREAS)		
ROOM INFORMATION		
COMMON SPACES ROOM NAME	ACTUAL AREA	PROGRAMMED AREA
COAT	11 SF	--
ELEC	59 SF	--
ELEV	59 SF	--
ELEV	59 SF	--
JAN	10 SF	--
MEN	142 SF	--
STAIR A	204 SF	--
STAIR B	187 SF	--
TELECOM	45 SF	--
WOMEN	115 SF	--



1 5TH FLOOR PLAN
1/8" = 1'-0"



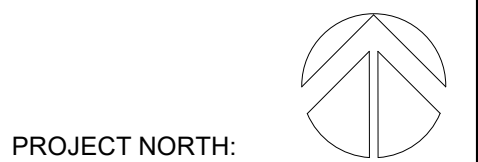
ALEXANDRIA RENEW ENTERPRISES
1800 LIMERICK STREET
ALEXANDRIA, VA 22314
WWW.ALEXRENEW.COM





INTERAGENCY INC
80 M STREET SE, STE 100
WASHINGTON, DC 20003

SEAL:



PROJECT NORTH:

ALEXRENEW
ENVIRONMENTAL CENTER
5TH FLOOR

SCHEMATIC DESIGN
EXHIBIT A

No.	Description	By	Date
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703.721.3500 | 1800 Limerick Street | Alexandria, Virginia 22314

AlexRenew.com f @ in

MEMORANDUM

TO: AlexRenew Board of Directors

FROM: Justin Carl, General Manager and CEO

DATE: July 16, 2024

SUBJECT: *New Business, Alexandria Only*
Approve Fiscal Year 2024 customer account write-offs

Issue

In accordance with AlexRenew's Financial Policy, the Board of Directors (Board) annually approves write-off of amounts greater than \$1,500.

Recommendation

Staff respectfully requests the Board approve a Fiscal Year (FY) 2024 write-off amount of \$10,051.78 across three (3) customer accounts with balances greater than \$1,500.

Budget and Funding

Not applicable.

Discussion

The Government Finance Officers Association's "Best Practices" recommends that management of accounts receivable should include periodic write-offs to ensure that accounts receivable and allowance balances are not overstated. The AlexRenew Financial Policy supports this best practice by outlining write-off criteria for active and inactive customer accounts.

Based on a review of accounts for FY2024, 281 customer accounts meet the criteria identified, representing a total write-off amount of \$104,64.10. In accordance with the authority levels outlined in the Financial Policy, the CEO approved \$94,594.32 for accounts with balances up to \$1,500 to be written off. The remaining \$10,051.78 represents balances above \$1,500 from three (3) accounts and requires Board approval to be written off.

Table 1 summarizes the FY2024 customer account write-offs per the criteria outlined in Financial Policy.

Table 1. Summary of FY2024 customer account write offs

Account Type	# of Accounts	Total Value	CEO-Authorized Value	Board-Authorized Value
Active	0	\$0	\$0	\$0
Inactive				
Unpaid after 60 days (under \$200)	59	\$42,273.44	\$42,273.44	\$0
Unpaid after 180 days (under \$600)	72	\$27,224.09	\$27,224.09	\$0
Unpaid after 365 days (under \$1,200)	130	\$17,101.78	\$17,101.78	\$0
Unpaid after 730 days	20	\$18,046.79	\$42,273.44	\$10,051.78
Debtor has passed away	0	\$0	\$0	\$0
Debt discharged through legal action	0	\$0	\$0	\$0
Debtor is no longer in business	0	\$0	\$0	\$0
Debtor cannot be located	0	\$0	\$0	\$0
Debtor has no assets	0	\$0	\$0	\$0
Debt forgiven by CEO	0	\$0	\$0	\$0
Totals	281	\$104,646.10	\$94,594.32	\$10,051.78

This action enables AlexRenew's strategic goal of Commitment to the Community.

ACTION TAKEN

Approved: _____

Disapproved: _____

Approved with Modification: _____

Modification(s): _____



703.721.3500 | 1800 Limerick Street | Alexandria, Virginia 22314

AlexRenew.com f @ in

MEMORANDUM

TO: AlexRenew Board of Directors

FROM: Justin Carl, General Manager and CEO

DATE: July 16, 2024

SUBJECT: *New Business, Joint Use*
Review and approve award of Construction Management Agreement Contract 24-024 to Ulliman Schutte to construct the Preliminary and Primary Systems Upgrade Project (Construction Management At-Risk)

Issue

To construct the Preliminary and Primary Systems Upgrade Project, AlexRenew must award a contract resulting from the two-step construction management at-risk procurement process associated with Request for Qualifications/Proposals 24-024.

Recommendation

Staff respectfully requests the Board of Directors (Board) authorize the Chief Executive Officer to execute a Construction Management Agreement with Ulliman Schutte to provide preconstruction services in the amount of \$1,484,360.

Budget and Funding

Funding for the Preliminary and Primary Systems Upgrade Project is included in the Fiscal Year 2025 Operating and Capital Budget. Construction costs over the lifetime of the project are estimated to be \$70 million based on a Class V estimate. The Board will be requested to approve any subsequent amendments to the contract related to construction services at a future date.

Discussion

In August 2020, AlexRenew started planning to upgrade its preliminary and primary treatment processes. Several upgrades to enhance the reliability of aging processes and equipment were identified. A professional services contract to support the design of these upgrades was awarded to GHD in March 2024.

Construction services to support the proposed upgrades are being procured through a construction management at-risk (CMAR) contract. CMAR was selected as the delivery method to foster a collaborative environment between the owner, designer, and contractor; accelerate schedule; support flexibility in the phasing of complex wastewater work; and engage a contractor with

specialized experience in executing preliminary and primary system upgrades at active wastewater treatment plants.

The CMAR procurement process was conducted in accordance with the Virginia Public Procurement Act § 2.2-4382 (effective July 1, 2023) and AlexRenew's adopted *Procedures for the Procurement of Construction Management At-Risk and Design-Build* (effective June 20, 2023). Please note that this procurement is not subject to the new changes made to the Virginia Public Procurement Act § 2.2-4382 since it began prior to July 1, 2024, when the new regulations became effective.

The two-step procurement process included a Request for Qualifications (RFQ) and Request for Proposals (RFP). The RFQ was released in October 2023 and five (5) contractors provided Statements of Qualifications in response to the RFQ. In January 2024, AlexRenew shortlisted three (3) contractors bringing the RFQ period to a close.

In March 2024, AlexRenew issued the RFP to shortlisted contractors. Following a series of meetings with the shortlisted contractors in April 2024, Technical/Management and Price Proposals were received by AlexRenew in May 2024.

Following evaluation of the Technical/Management and Price Proposals using the criteria outlined in the RFP, Ulliman Schutte was selected as the highest-ranked proposer. Table 1 summarizes the evaluation results of Technical/Management and Price Proposals associated with RFP-24-024.

Table 1. Summary of RFP-24-024 Technical/Management and Price Proposal evaluation

Item	Ulliman Schutte	Proposer A	Proposer B
Technical/Management and Price Proposal Score (out of 100 points)	90.4	88.0	58.1

Following selection, staff negotiated a satisfactory contract with Ulliman Schutte at a price considered fair and reasonable and pursuant to contractual terms and conditions.

This action supports AlexRenew's strategic goal of Operational Excellence.

ACTION TAKEN

Approved: _____

Disapproved: _____

Approved with Modification: _____

Modification(s): _____



Overview of Progressive Design-Build Project Delivery

BRIEFING FOR ALEXRENEW BOARD OF DIRECTORS

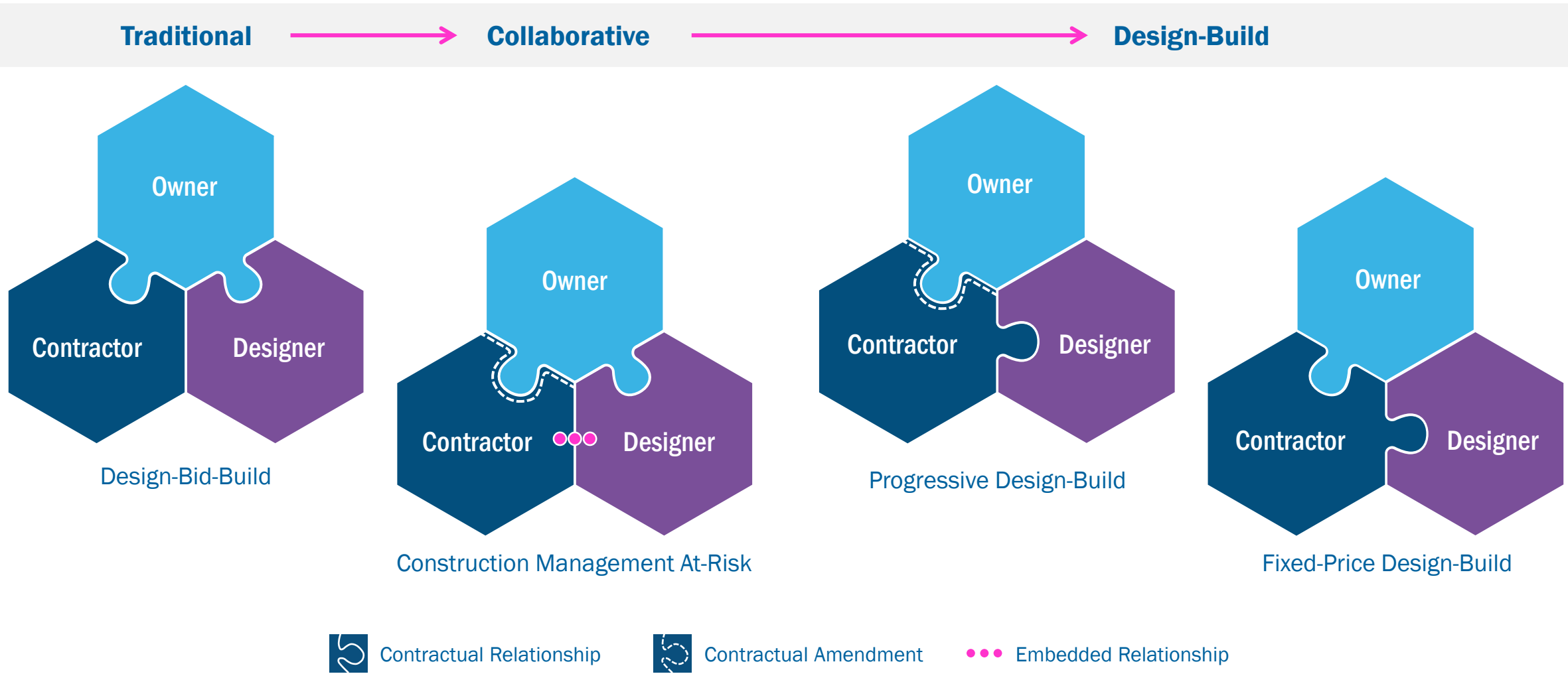
July 16, 2024

New laws governing public procurement delivery methods in Virginia took effect on July 1, 2024

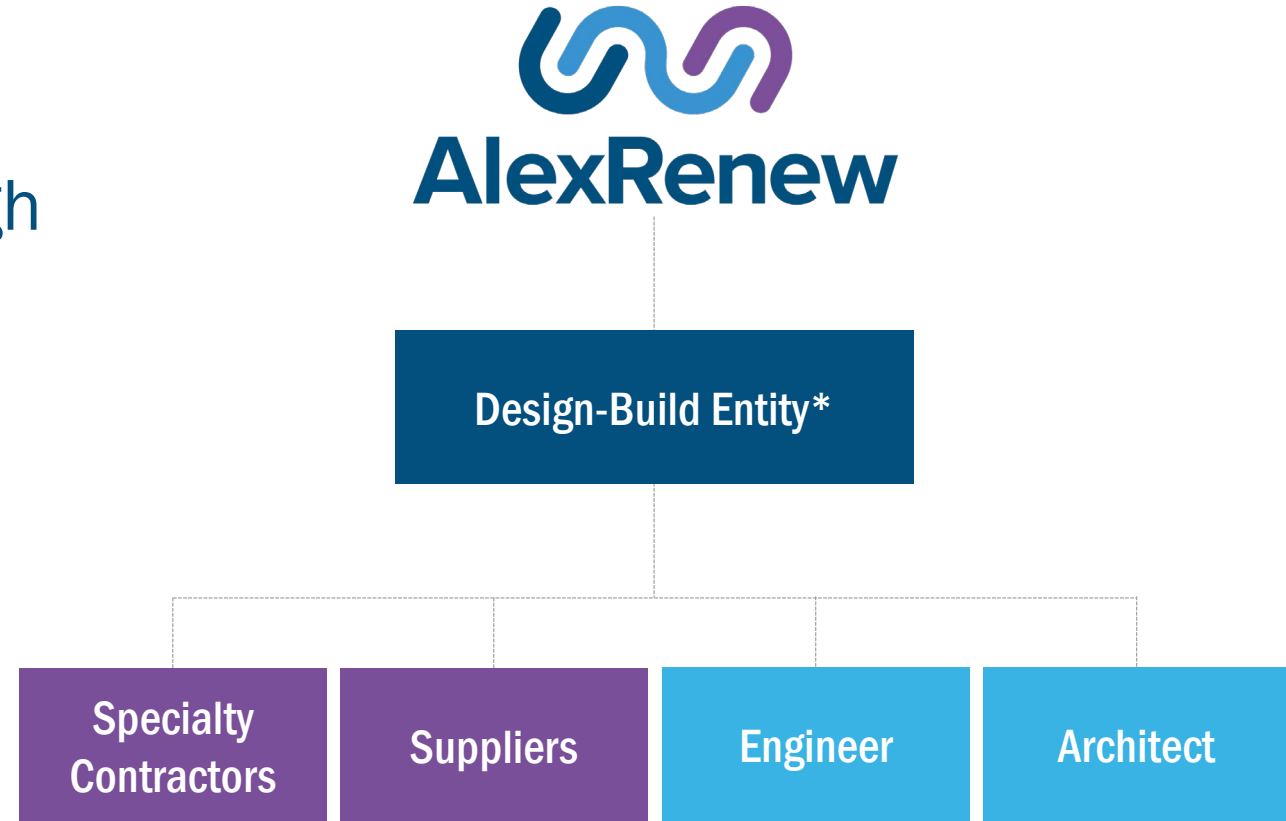
- Design-bid-build is the default method of procuring public construction projects
- A public body may NOT consider prior construction management or design-build experience as a factor for shortlisting
- A local governing body must adopt a resolution or motion on a per-project basis prior to issuing a Request for Qualification for construction management or design-build

A written determination shall be made in advance by the local public body that the design-bid-build project delivery method is not practicable or fiscally advantageous, and such writing shall document the basis for the determination to utilize construction management or design-build, including the determination of the project's complexity. The determination shall be included in the Request for Qualifications and be maintained in the procurement file. § 2.2-4382.D

Overview of project delivery methods

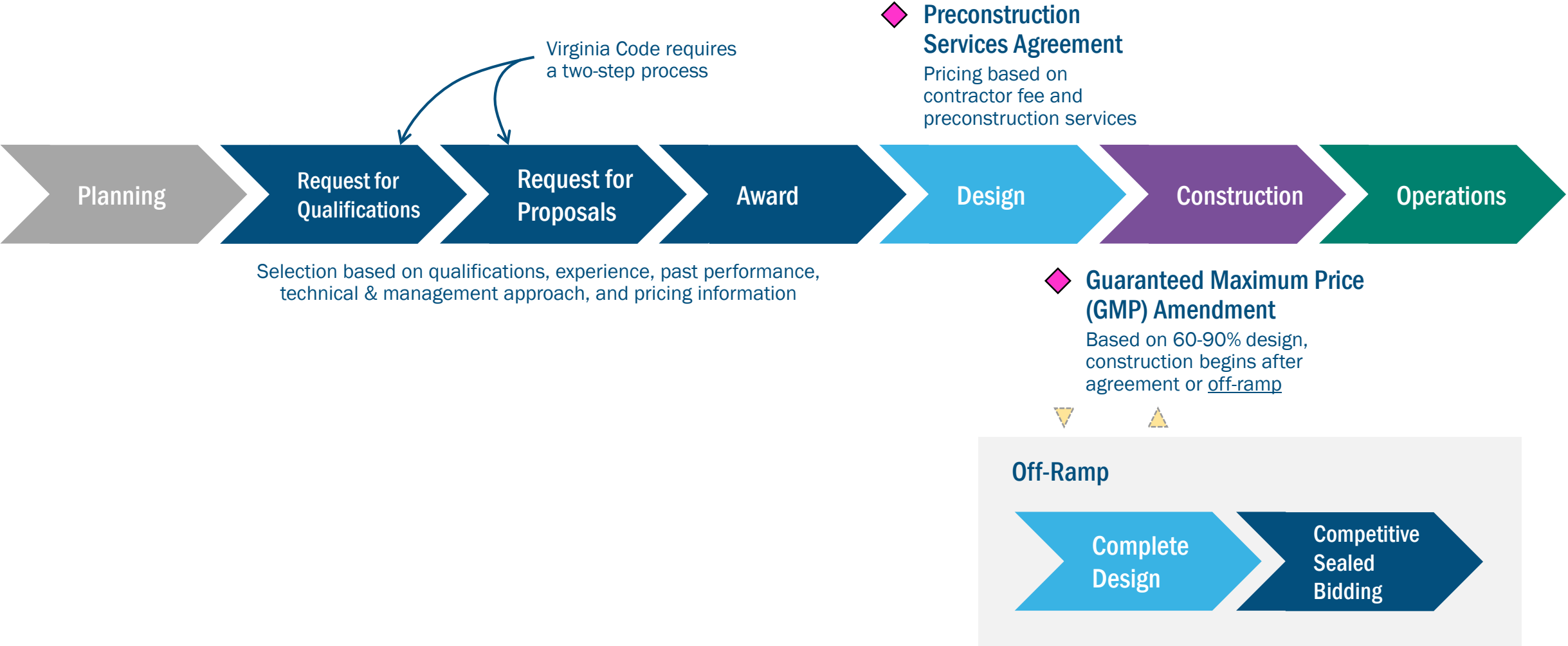


Progressive design-build projects are delivered through a single design-build entity



*May be contractor-lead, designer-lead, joint venture, or other teaming structure

Progressive design-build process from planning through operations



The progressive design-build collaborative environment reduces risk and results in creative solutions for complex wastewater projects

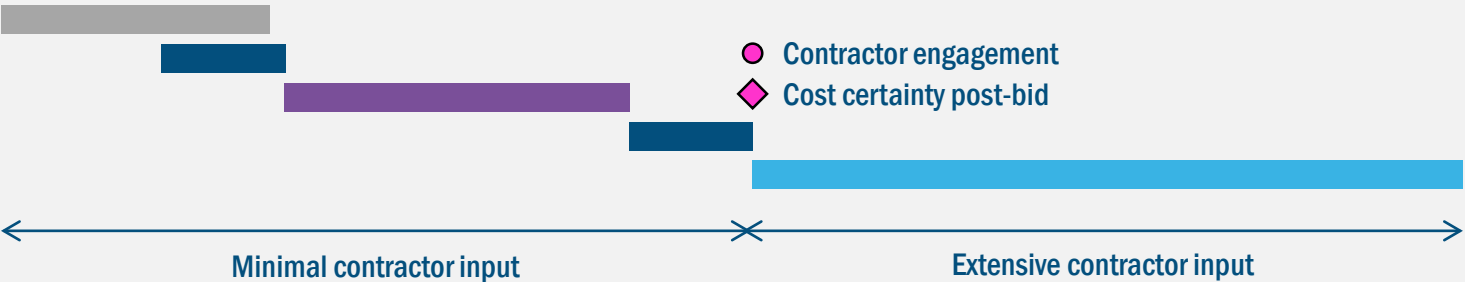
Benefits of progressive design-build

- ✓ Contractor collaboration and input during design
- ✓ Single point of accountability
- ✓ Single procurement process
- ✓ Accelerated schedule
- ✓ Non-price factors considered in selection
- ✓ Open book cost estimating
- ✓ Cost certainty prior to design completion
- ✓ Construction can be executed in discrete phases

Progressive design-build offers faster project schedules and early contractor engagement compared to design-bid-build

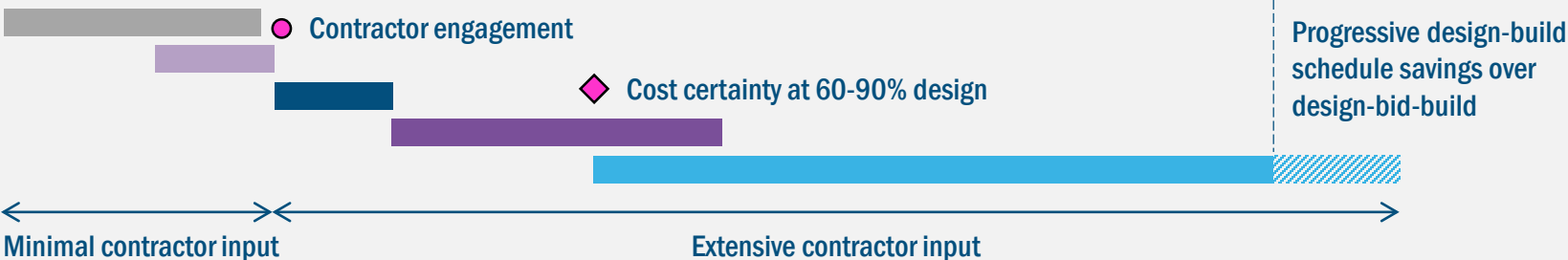
Design-Bid-Build

Planning
Engineer Procurement
Design (100%)
Construction Procurement
Construction



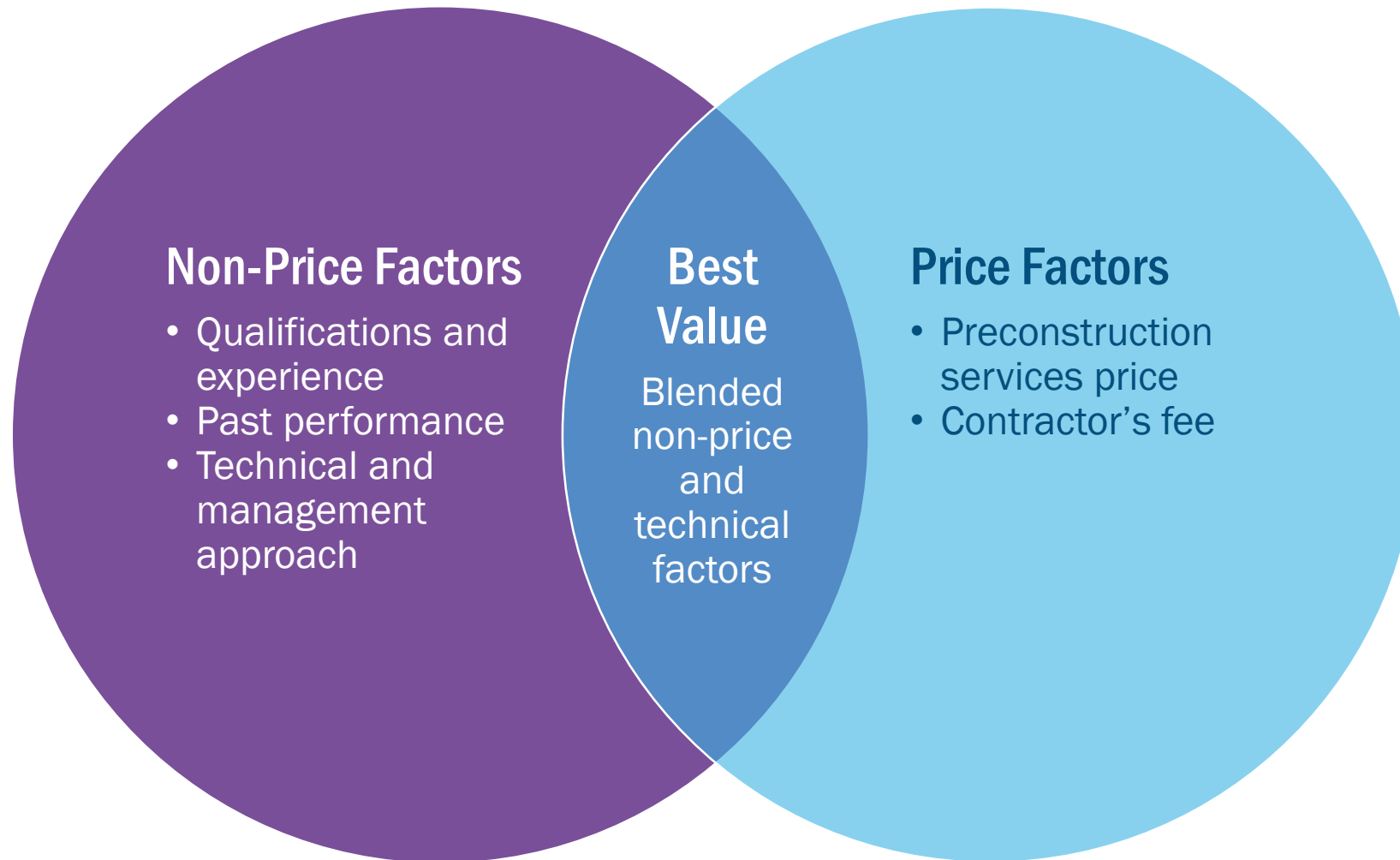
Progressive Design Build

Planning
RFP Documents
Design-Builder Procurement
Design and GMP Development
Design and Construction

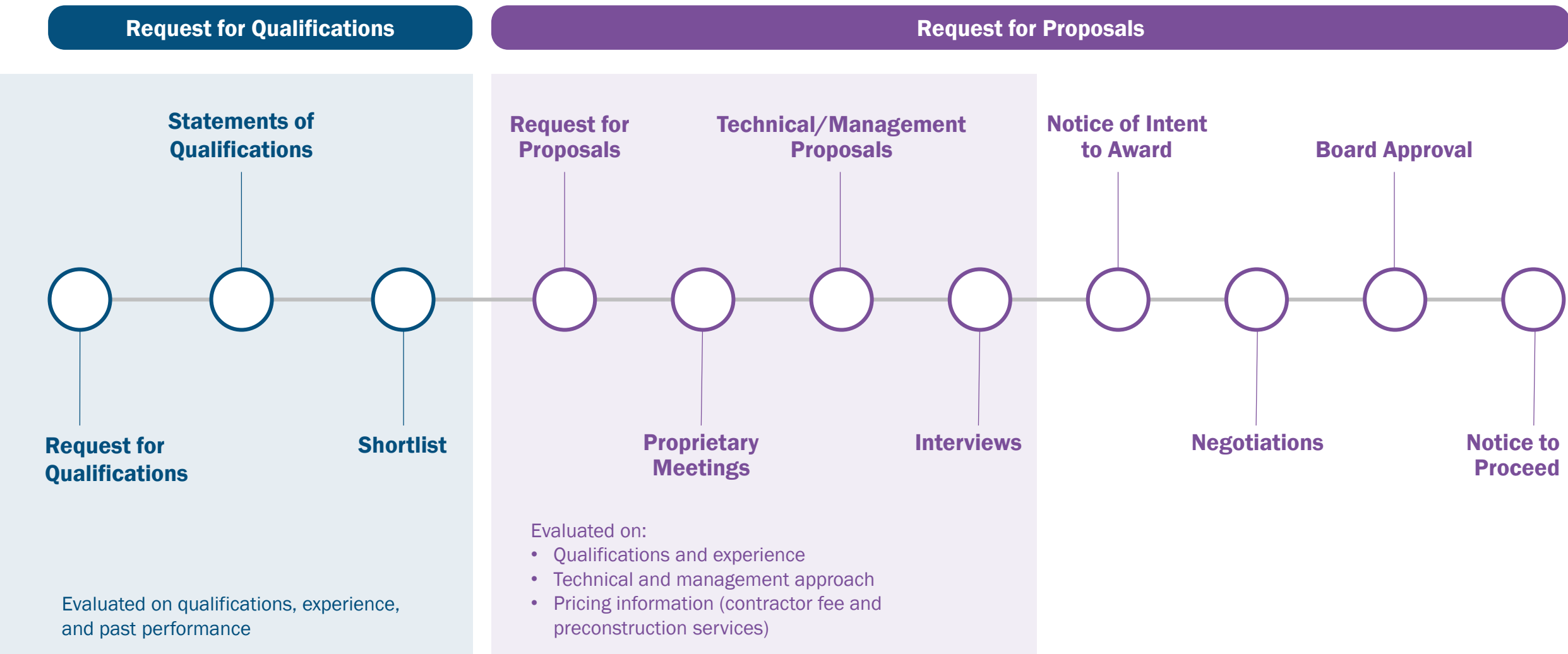


- ✓ Early contractor engagement minimizes risk for complex wastewater projects
- ✓ Contractor input during design
- ✓ Concurrent activities shortens schedule

Progressive Design-Build procurements supports a “best value” selection, which is an industry best practice



The Commonwealth of Virginia requires a two-step Progressive Design-Build procurement process



Key Board considerations for progressive design-build

- Board adopted “Procedures for the Procurement of Construction Management At-Risk and Design-Build (July 1, 2024)” comply with new Virginia code requirements
- Board resolution needed in advance of any RFQ for construction management or design-build project
- Board approvals at:
 - Award (preconstruction services pricing and contractor fee)
 - Guaranteed Maximum Price Amendment (60-90% design)

 Staff are preparing a resolution for the Board’s consideration in September 2024 to use progressive design-build delivery for the Tertiary Systems Upgrade Project



AlexRenew

To learn more, visit www.alexrenew.com



1800 Limerick Street
Alexandria, VA 22314
alexrenew.com

Board of Directors
John Hill, Chair
James Beall, Vice Chair
Adriana Caldarelli, Sec'y-Treas
Mark Jinks
Rebecca Hammer
Chief Executive Officer
Justin Carl, PE
General Counsel
Amanda Waters

Monthly Report

Reporting Period: June 1-30, 2024

This report represents a summary of AlexRenew's progress toward its strategic goals – Operational Excellence, Thriving Workforce, Strategic Partnerships, Environmental Sustainability, and Commitment to the Community for June 2024.

1 Operational Excellence

Performance of AlexRenew's operations is reviewed and evaluated monthly to oversee operational excellence and the proactive steps to meet current and future challenges.

1.1 Water Resource Recovery Facility (WRRF) Performance

Precipitation for June was 1.15 inches of rain, which is below the historical average precipitation of 4.20 inches for the month.

AlexRenew met all Virginia Pollutant Discharge Elimination System (VPDES) effluent parameters for June 2024 as outlined in Table 1.1.

Table 1.1. Summary of VPDES Permit VA0025160 Effluent Parameters

	Average Flow	Carbonaceous Biochemical Oxygen Demand	Total Suspended Solids	Ammonia (as N)	Total Phosphorus	Dissolved Oxygen	Total Nitrogen	Total Nitrogen Load	Total Phosphorus Load
	MGD	Monthly Average (mg/L)	Monthly Average (mg/L)	Monthly Average (mg/L)	Monthly Average (mg/L)	Minimum (mg/L)	Annual Average (mg/L)	Year-to-Date (lb)	Year-to-Date (lb)
Permit	54.0	5.0	6.0	Seasonal (1)	0.18	6.0	3.0	493,381	29,603
Reported	34.7	< QL	3.8	0.20	0.07	6.8	2.5	152,088	4,455

Notes: (1) Ammonia has seasonal limits April – October: 1.0 mg/L

1.2 Capital Improvement Program

Specific projects within AlexRenew's Capital Improvement Program (CIP) are highlighted monthly to support operational excellence.

In July 2023, the Board approved three (3) Job Order Contracts (JOC) to support AlexRenew's ongoing construction and maintenance needs. To date, a total of \$1.7 million of work has been completed under the JOC contracts. Table 1.2 summarizes the status of JOC task orders.

Table 1.2. Summary of JOC Task Orders

Task Order	Estimate	Status
Four Mile Run Pumping Station Valve Modifications	\$480,000	Work ongoing
Tertiary Settling Tank Valve Replacement	\$425,000	Work ongoing
WRRF General Housekeeping	\$350,000	Work ongoing
BRB Mixing System Improvements	\$200,000	Work ongoing
Building A Flare System Repairs	TBD	Scoping
Environmental Center Improvements	\$200,000	Work ongoing
Primary Sludge Pump Upgrades	TBD	Scoping
Digester Gas Mixing Compressors	TBD	Scoping
Tertiary Filter Valve Replacement	\$50,000	Work ongoing
Building G Air Compressor Upgrades	\$325,000	Work ongoing
Primary Sludge Loop Cleaning and Valve Replacements	\$300,000	Work ongoing
Secondary Settling Tank Raw Activated Sludge Pipe Cleaning	\$125,000	Work ongoing
Building A Coarse Screen Repairs	\$125,000	Completed
Building L W1 Booster Pump Skid Replacement	TBD	Scoping
WRRF Tank Access Improvements	\$450,000	Work ongoing
Gravity Thickener No. 1 Improvements	\$100,000	Work ongoing

1.3 RiverRenew

Updates on RiverRenew are outlined in the RiverRenew Dashboard.

1.4 Additional Capital Projects

On June 26, AlexRenew hosted approximately 60 industry professionals from construction and engineering firms to learn about AlexRenew's upcoming initiatives and procurements.

1.5 Recognition

AlexRenew was recognized as a Utility of The Future by the Water Environment Federation (WEF) and the National Association of Clean Water Agencies (NACWA) for the third consecutive year.

AlexRenew received a Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence for the annual comprehensive financial report for the fiscal year ended June 30, 2023.

2 Thriving Workforce

Efforts toward the thriving workforce strategic goal are highlighted monthly to report progress in investing in our staff and fostering a culture of belonging.

In June, AlexRenew celebrated Safety Month with training and activities throughout the month to spotlight the importance of safety at work and home. Highlights of the Safety Month included an

inspirational safety talk from Mike Shaw (SafeStart, TEDx, and author of “Never Part of the Plan”), active violence and fire extinguisher training, a confined space escape room activity, annual safety luncheon, and month-long safety competition between staff teams.

AlexRenew also recognized Pride Month, Juneteenth, International Women in Engineering Day, and Virginia’s Drinking Water and Wastewater Professionals Appreciation Day in June. Monthly asset management trainings continued in June as AlexRenew makes progress toward a new asset management program.

Several staff attended collaborative delivery training organized by Water Collaborative Design-Build Association on June 4.

Since August 3, 2023, AlexRenew has logged 189,356 hours without a lost time accident.

3 Strategic Partnerships

AlexRenew continues to foster strategic partnerships that promote watershed-level thinking through collaboration and advocacy.

The lease agreement with the City of Alexandria for use of a portion of the Environmental Center 5th floor was approved by the City Council at the June 25 City Council Legislative Meeting.

On June 1, staff supported the City of Alexandria’s 7th Annual LGBTQ+ Pride Fair by tabling at Market Square.

AlexRenew hosted the Water Collaborative Delivery Association’s quarterly meeting on June 4-6. During the meeting, staff participated in a panel focused on the owner’s perspective in collaborative delivery models for construction projects and provided a tour of RiverRenew. On June 5, staff also provided a tour of the Environmental Center to a group of attendees from the American Institute of Architect’s 2024 National Conference on Architecture and Design.

Staff attended NACWA’s 2024 Strategic Communications: H2O Workshop on June 4-5, in Virginia Beach and lead a breakout session focused on ensuring equity in community engagement.

4 Environmental Sustainability

Each month, progress is reported on AlexRenew’s work toward environmental sustainability, with the goal of being good stewards of our resources to minimize our impact on the environment.

AlexRenew produced 1,830 wet tons of Biosolids that were beneficially reused on farms in the Virginia counties of Essex and King George.

AlexRenew recycled 81.5 million gallons of water, including 334,100 gallons of reclaimed water distributed to the Environmental Center.

Plant processes used nearly 4.0 million standard cubic feet of biogas that was produced on-site in the anaerobic digesters.

5 Commitment to the Community

Each month, progress is reported on AlexRenew’s work toward strengthening connections with the public and providing affordable service.

5.1 FY2024 Operating and Capital Budget – Revenues and Expenses

Performance of AlexRenew's annual approved budget is reviewed and evaluated monthly to ensure overall organizational financial stability.

Table 5.1 summarizes AlexRenew FY2024 preliminary estimates of the revenues and expenses at fiscal year close. Major takeaways include:

- Wastewater Treatment Charge revenues (\$57.8 million) are estimated to be higher than budgeted revenue due to higher than anticipated usage;
- Operating and maintenance expenses are estimated to be slightly below budget; and
- Total expenses (\$177.0 million) are estimated to be lower than budgeted expenses primarily due to the timing of capital spending. This timing also impacts debt proceed revenues (\$90.9 million), which were lower than budgeted as most current capital expenses are funded through debt.

Table 5.1. Revenues and Expenses for through June 2024

Revenues and Expenses	Total FY2024 Budget	FY2024 Preliminary Estimates (1)	% of Budget To-Date
Revenues			
Wastewater Treatment Charge	53,672,299	57,835,599	108
Fairfax Operating Expense Charge	12,796,021	12,296,021	96
Fairfax IRR and Capital Contributions (2)	36,419,800	16,010,910	44
Debt Proceeds and Other Sources	159,923,187	90,854,425	57
Total Revenues	262,811,307	176,996,955	67
Expenditures			
Operating and Maintenance	33,023,593	32,299,479	98
Parity Debt Service	16,448,494	13,376,994	81
IRR (2)	10,818,748	11,154,456	103
Capital	202,520,472	120,166,026	59
Total Expenditures	262,811,307	176,996,955	67

Notes: (1) The FY2024 preliminary estimates are based on estimates at the fiscal year close and are subject to change; (2) IRR: Improvement, Renewal, and Replacement

The Master Indenture of Trust (Indenture) and Board Financial Policy require AlexRenew to maintain at least 120 days cash on hand. Additionally, the Indenture requires AlexRenew to maintain minimum debt service coverage of 1.1 times the parity debt service due in any fiscal year. The Board Financial Policy requires AlexRenew to maintain a higher minimum debt service coverage of at least 1.5 times. In both cases, AlexRenew currently exceeds its compliance standards as indicated in Tables 5.2a and 5.2b.

Table 5.2a. Cash Reserves

Item	FY2024 Budget	FY2024 Annualized	Percentage of Goal
Total Operating Cash	\$5,428,536	\$12,572,776	232%
Total General Reserve Sub-Fund Cash	\$5,428,536	\$5,428,536	100%
Total	\$10,857,072	\$18,001,312	166% (199 days)

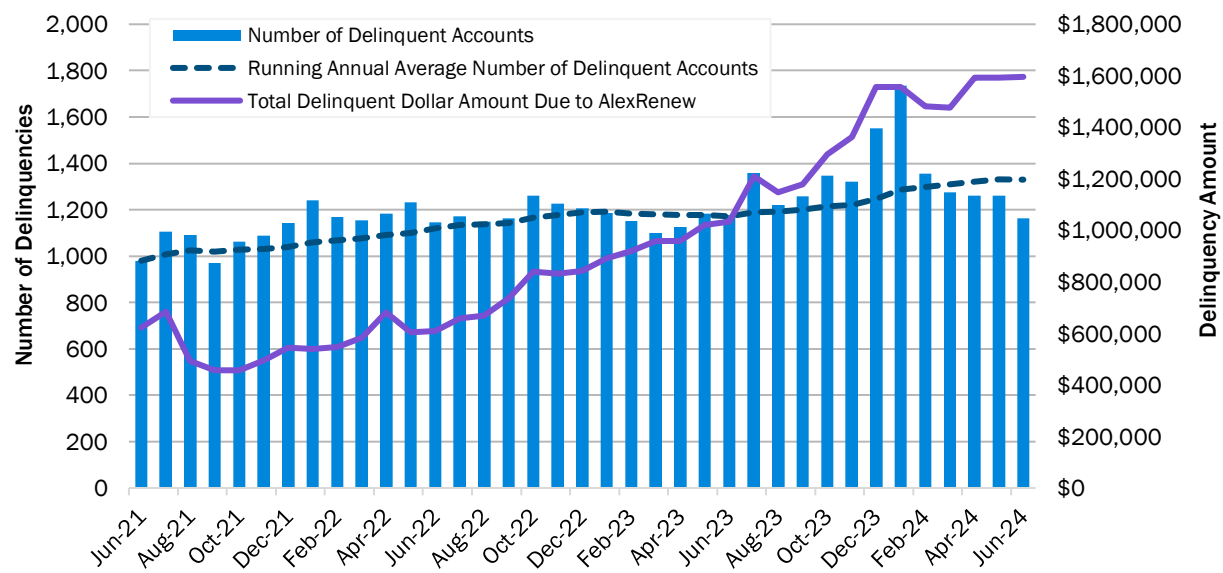
Table 5.2b. Debt Service Coverage

Item	FY2024 Budget	FY2024 Annualized
Total Revenues	\$66,583,320	\$71,036,620
Less Operating Expenses	(\$33,023,593)	(\$32,299,479)
Net Revenue	\$33,559,727	\$38,737,141
Annual Debt Service	\$16,448,494	\$13,376,994
Calculated Coverage	2.04 times	2.90 times

5.2 Status of Customer Delinquencies

Figure 5.1 illustrates active AlexRenew accounts 60 or more days delinquent and total delinquent dollar amount owed over the last three (3) years. Major takeaways for this period include:

- The number of accounts delinquent by more than 60 days was 1,162, a decrease of 99 accounts month-over-month;
- The total dollar amount owed to AlexRenew from these accounts totaled \$1,595,891.03, an increase of \$1,930.30 month-over-month;
- Approximately 50 percent of the delinquency value is from residential accounts; and
- 302 residential and 30 commercial accounts are on active payment plans.

**Figure 5.1. Active Accounts 60 or more days Delinquent**

5.3 Customer Service and Community Engagement

AlexRenew shares a monthly summary of its community engagement and customer service statistics to highlight its contributions toward its commitment to engagement and trust.

Throughout June, AlexRenew continued to notify account holders via email, phone, and mail that disconnections for nonpayment will resume in July. Information about payment plans and AlexRenew's Lifeline Emergency Assistance Program (LEAP) was also provided.

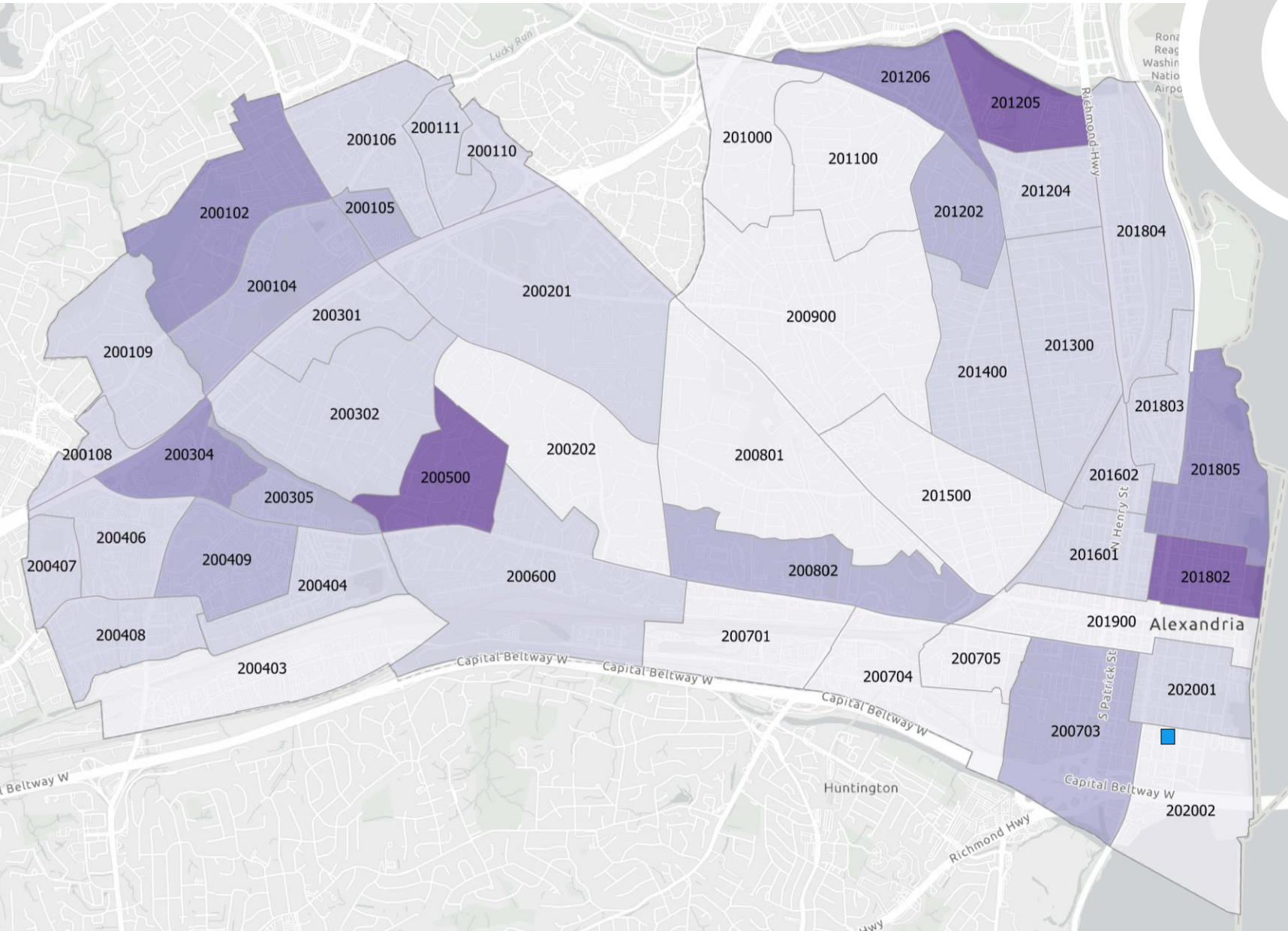
On June 18, AlexRenew's lobby served as a polling place for the Primary Election, with 217 people voting.

Additional June Outreach: AlexRenew welcomed an estimated total of 545 visitors from the following organizations that hosted meetings on the 6th floor of the Environmental Center in June: Algerian American Civic Association (60), Alexandria A Capella Collective (80), Water Collaborative Delivery Association (60), National Defense Industrial Association (70), Alexandria City Public Schools (85), Alexandria Soccer Association (110), Capital Youth Empowerment Program (30), and Alexandria Sheriff's Office (50).

AlexRenew customer service received a total of 1,191 calls. Average wait time before calls were answered was 33 seconds. Call center staff answered 577 emails.

5.4 Lifeline Emergency Assistance Program (LEAP)

Updates on LEAP are outlined in the LEAP Dashboard.

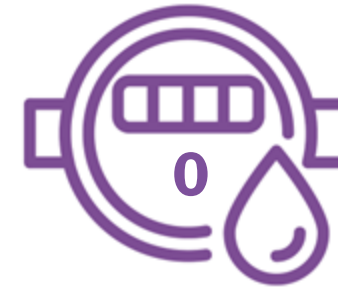


Expended
To-Date

\$20,150 Remaining



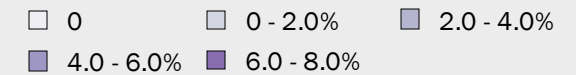
Customers Assisted



Service Disconnections
for Nonpayment

Legend

Percentage of Households Receiving SNAP

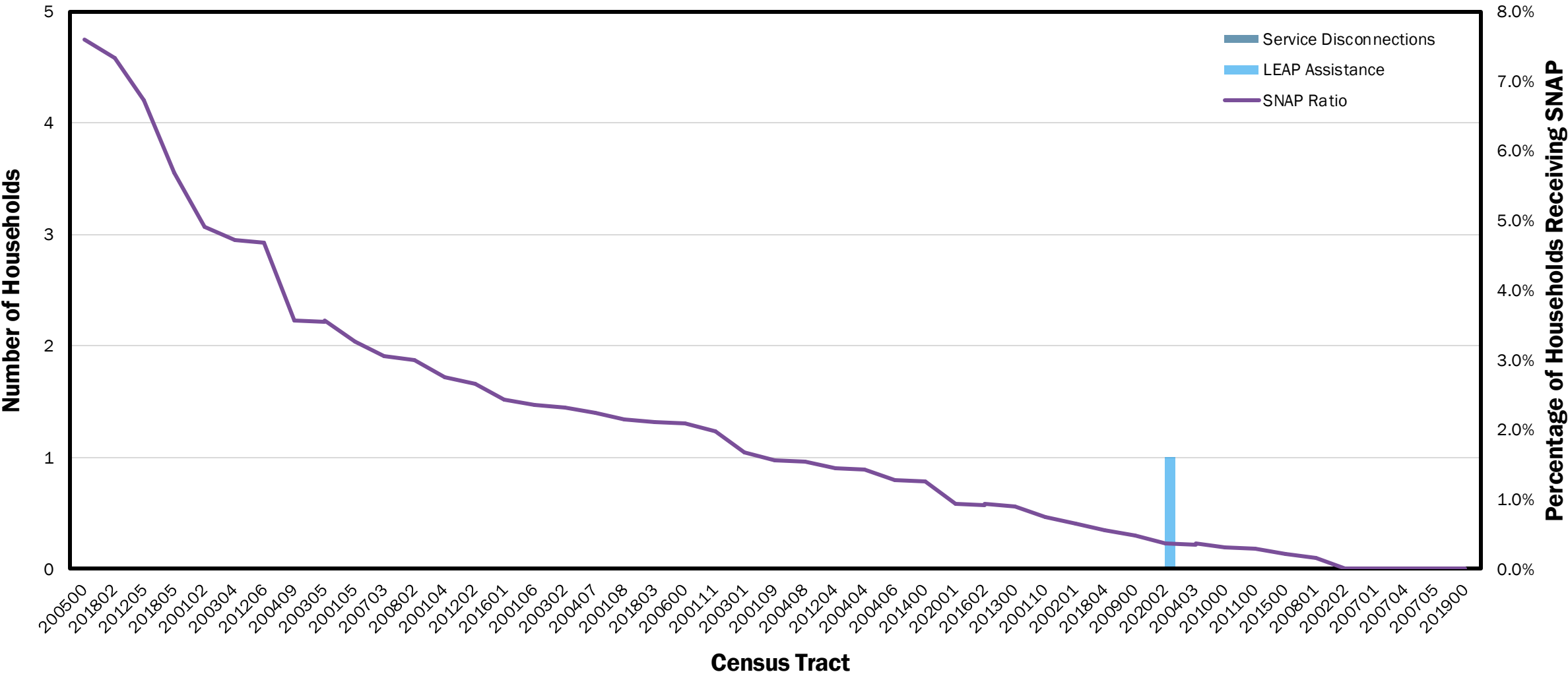


Averages: U.S. (12.5%); Virginia (3.0%); Alexandria (2.2%)

- Residential disconnections
- ▲ Commercial disconnections
- Residential customers receiving LEAP assistance

LEAP Assistance, Service Disconnections, and SNAP Ratio by Census Tract

July 16, 2024



RiverRenew Board of Directors Dashboard



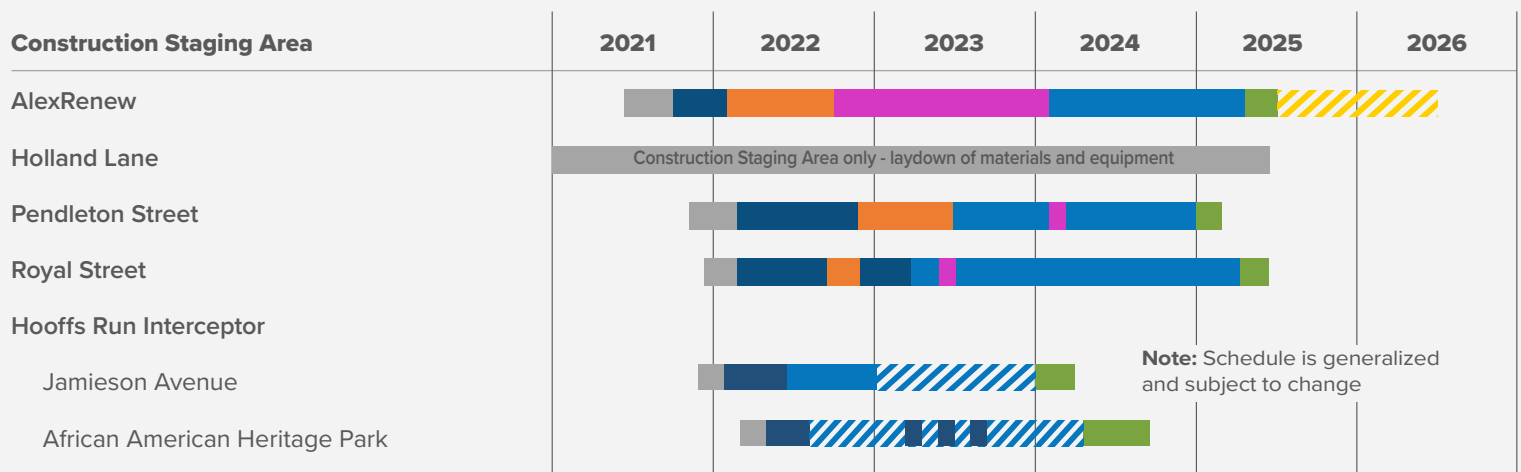
MONTH ENDING: JUNE 30, 2024

RiverRenew is a program owned and implemented by AlexRenew, Alexandria's wastewater treatment authority.

RiverRenew Overview

To improve the waterways that connect us, AlexRenew is implementing RiverRenew to prevent millions of gallons of combined sewage from polluting Alexandria's local rivers and streams each year. Three of the four RiverRenew projects are complete. The remaining Tunnel Project includes the construction of a new tunnel to connect AlexRenew's wastewater treatment plant to the four existing combined sewer outfalls, as illustrated on Page 4 of this dashboard. The phases of construction for the five primary construction sites are illustrated in the schedule below.

RiverRenew Tunnel Project Schedule

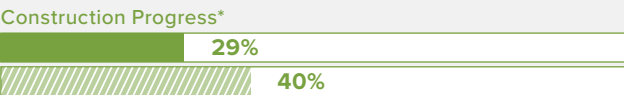
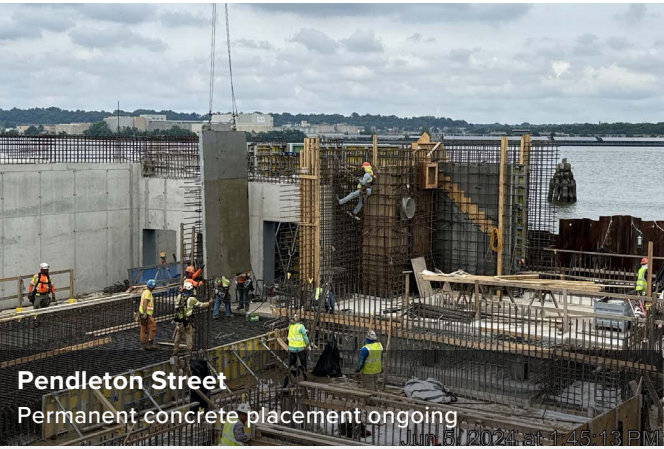
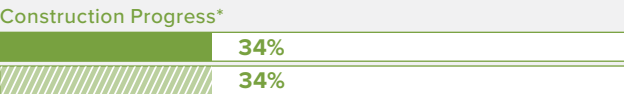
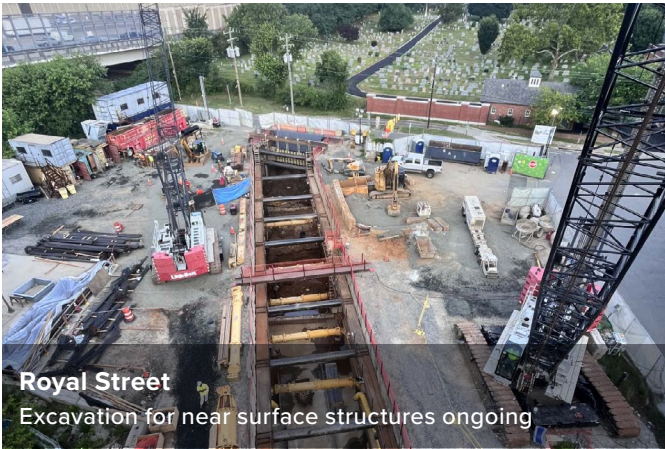


Site Preparation Support of Excavation Excavation Permanent Structures Restoration Tunneling Cut and Cover Project Extension

Summary of Major Tunnel Project Delays

Date:	Activity:
12/2021	Monitoring potential supply chain issues due to ongoing pandemic.
12/2021	COVID outbreak at tunnel segment mold plant in Slovenia. Manufacturing for tunnel segment molds relocated to Turkey. Anticipated one-month delay on tunnel segment molds.
1/2022	Concrete for shaft slurry walls delayed due to weather, COVID impacts, shortage of CDL drivers due to Omicron spike, and lack of concrete materials in the Greater Metro D.C. area. Monitoring schedule impacts to critical path.
2/2022	TBM fabrication and delivery delayed by three weeks. Monitoring schedule impacts to critical path.
4/2023	Due to the events in January and February 2022 (noted above), the Tunnel Project is currently 60 days behind schedule. The delay will primarily impact scheduled work at the AlexRenew site.
9/2023	Due to the delays noted above, the Tunnel Project is currently 90 days behind schedule. The delay will primarily impact scheduled work at the AlexRenew site.
3/2024	Legislation to extend the project's statutory deadline by one year to July 1, 2026 signed into law on 3/8/24 (SB372) and 3/20/2024 (HB71).

RiverRenew Tunnel Project Design-Build Progress



LEGEND: Actual Progress Planned Progress

Actual Progress as of June 30, 2024. *The planned progress for each construction staging area reflects the Design-Builder’s schedule as of June 2024.

RiverRenew Tunnel Project

Six-Month Look-Ahead

Work Hours

NORMAL WORK HOURS

Pendleton Street	7 a.m. – 6 p.m.
Royal Street	24/7
Hooffs Run	7 a.m. – 6 p.m.
AlexRenew	24/7

Community Outreach

Event	Date
Pendleton Street Community Listening Session	Sept 16, 2024
Royal Street Community Listening Session	Sept 18, 2024
2024-2025 RiverRenew SAG Meeting No. 3	Sept 19, 2024

Pendleton Street

MAJOR WORK ACTIVITIES

Activity	Date
Pile driving	Ongoing through July 2024
Permanent concrete structures construction	Ongoing through Winter 2024

PERMITS

Permit	Date
Building Permit - Shaft Mechanical, Electrical, and Plumbing	July 2024

Hooffs Run

MAJOR WORK ACTIVITIES

Activity	Date
North of Jamieson Ave	
Site restoration	Ongoing through Summer 2024
African American Heritage Park	
Site restoration	Ongoing through Fall 2024

Royal Street

MAJOR WORK ACTIVITIES

Activity	Date
Excavation for diversion facility	Ongoing through Summer 2024
Permanent concrete structures construction	Ongoing through Spring 2025
Permanent drop shaft concrete construction	Ongoing through Spring 2025

PERMITS

Permit	Date
Building Permit - Mechanical, Electrical, and Plumbing	July 2024

AlexRenew

MAJOR WORK ACTIVITIES

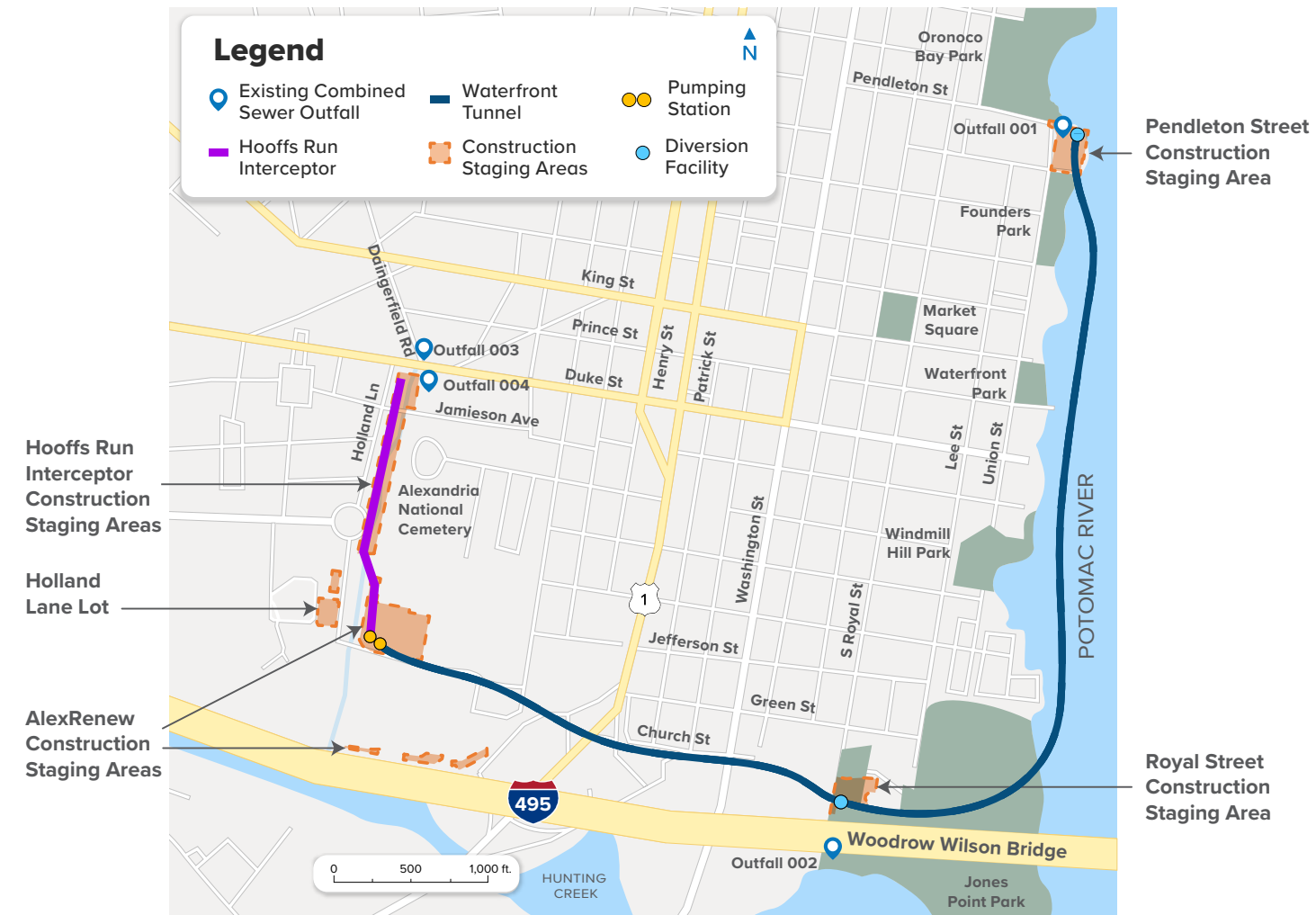
Activity	Date
Permanent concrete structures support of excavation	Ongoing through Summer 2024
Superstructure slab on grade	Ongoing through Summer 2024
Permanent concrete structures construction	Ongoing through 2024
Pumping and screening shaft cast-in-place concrete internals	Ongoing through Fall 2024

PERMITS

Permit	Date
Building Permit - Superstructure Mechanical, Electrical, and Plumbing	July 2024

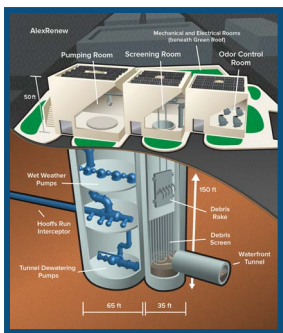
RiverRenew Tunnel Project Snapshot

The Tunnel Project includes the following major components: a two-mile-long, 12-foot-wide, 100-foot-deep tunnel; a six-foot-wide sanitary sewer interceptor; diversion facilities to capture combined sewer discharges; and two pumping stations.



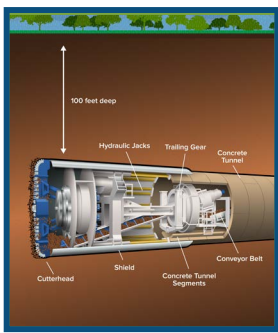
Hooffs Run Interceptor

Click [here](#) to learn more about activity at our Hooffs Run site.



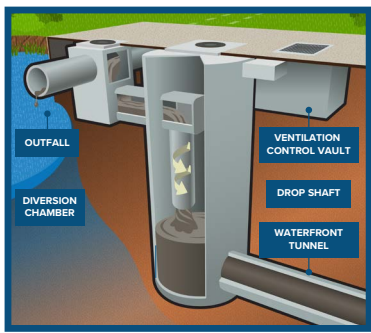
Pumping Station

Click [here](#) to take a 3D tour of RiverRenew's future pumping station.



Waterfront Tunnel

Click [here](#) to watch an animated video about RiverRenew and learn how the Waterfront Tunnel was constructed.

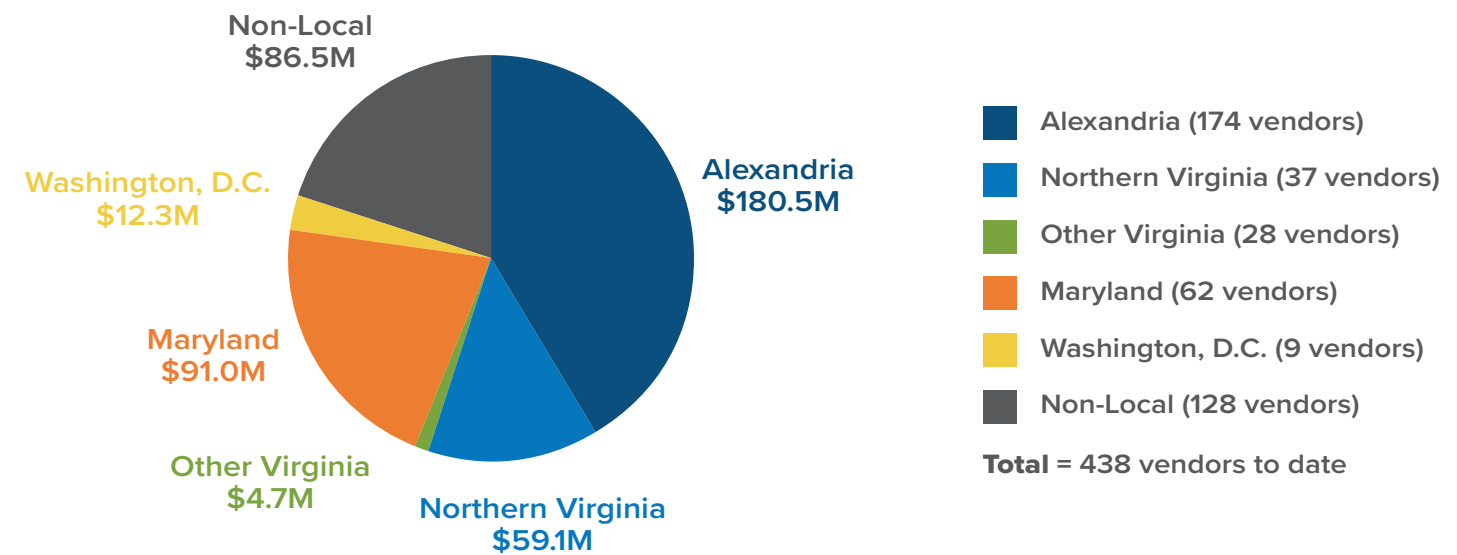


Diversion Facility

Click [here](#) for an introduction to diversion facilities from two RiverRenew engineers.

RiverRenew Program Costs to Date

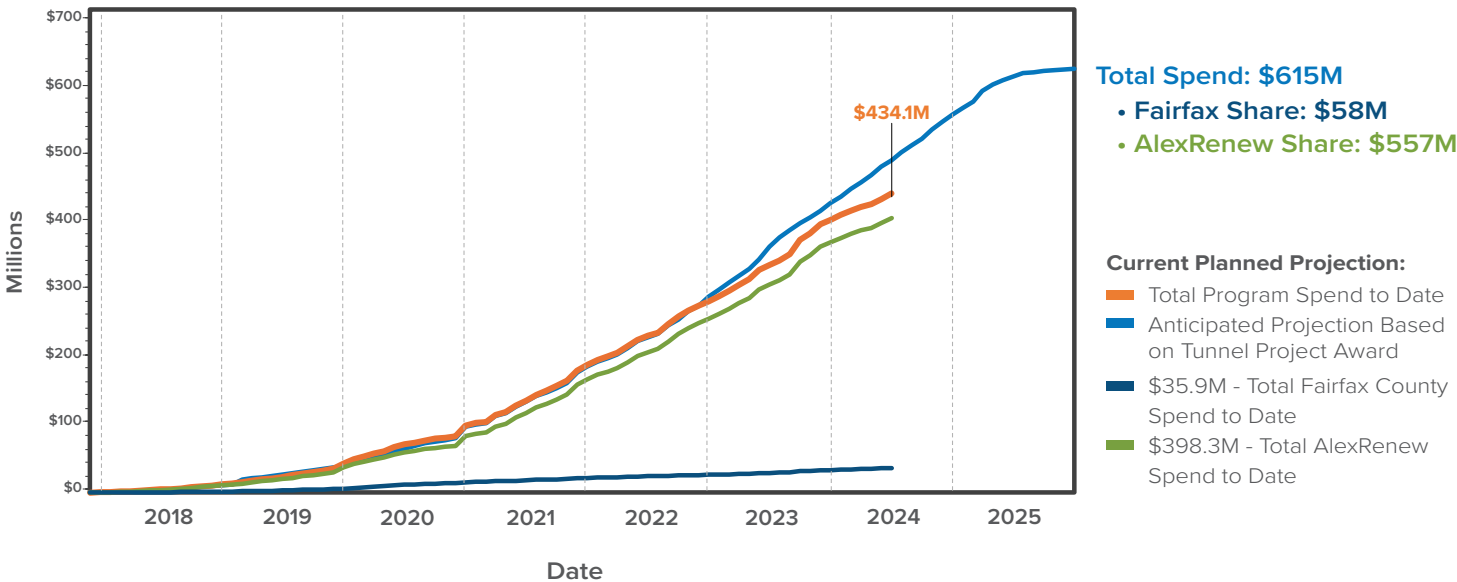
RiverRenew Spend to Date by Locality



RiverRenew Tunnel Project Contracts

Vendor	Role	Contract Type	Contract No.	Contract Date	Spent to Date (\$ millions)
Traylor-Shea Joint Venture	Design-Builder Tunnel System Project	Design-Build	19-079	Dec 2020	\$280.4
Brown and Caldwell	Owner's Advisor	Professional Services	17-022	Nov 2017	\$78.5
EPC	Resident Engineering & Inspection Tunnel System Project	Professional Services	20-013	Apr 2020	\$21.6
Completed RiverRenew Wastewater Projects to Pave the Way for the Tunnel Project					\$53.6

RiverRenew Cash Flow Analysis



Note: As of June 30, 2024.

RiverRenew Community Outreach



Community Meetings

Community meetings are presentations given to various stakeholder groups, including the SAG. These presentations can be delivered in person or virtually.

Highlights:

- 2024-2025 RiverRenew SAG Meeting No. 2:
[June 20, 2024](#)

Looking Ahead:

- 2024-2025 RiverRenew SAG Meeting No. 3:
[September 19, 2024](#)



Community Events

Participating in or co-sponsoring **community events** strengthens AlexRenew's relationship with its water and community partners.

Looking Ahead:

- Sip 'n See event at Pendleton Street: Thursdays between 11 a.m. and 1 p.m., until pile driving is complete
- Pendleton Street Community Listening Session:
[September 16, 2024](#)
- Royal Street Community Listening Session:
[September 18, 2024](#)



Community Days

Community days feature project-specific events to celebrate construction progress on the Tunnel Project and engage the community along the way.

Looking Ahead:

- Hooffs Run Planting Day: Fall 2024



Digital Programming

Digital programming keeps the community connected to RiverRenew with regular program updates on RiverRenew.com, content on AlexRenew's social media pages, and distribution of *The River Renewer*, a quarterly newsletter promoting updates and milestones to more than 600 contacts.

Highlights:

- A [behind-the-scenes peek](#) at construction on the Hooffs Run Interceptor's HGL control structure
- [Photos](#) from our Safety Month tours and kickoff celebration
- An [aerial view](#) of the Royal Street drop shaft and its concrete approach channel
- A [final photo](#) in the Waterfront Tunnel from our "Lights Out" walkthrough



Council-Board Workgroup

The **Council-Board Workgroup** comprises two members from AlexRenew's Board of Directors and two members from the Alexandria City Council.

Looking Ahead:

- Council-Board Workgroup Meeting No. 23:
[November 20, 2024](#)

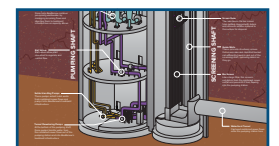


Education

Education initiatives are intended to engage audiences of all ages and help them learn more about RiverRenew and its technical components.

Looking Ahead:

- A new printed banner at AlexRenew highlighting the internal structures of our pumping and screening shafts



Monthly Construction Spotlight



“Lights Out” in the Waterfront Tunnel

On June 21, the RiverRenew team completed the final “punchlist” walkthrough of the Waterfront Tunnel. Following the walkthrough, the temporary lights pictured above were removed and the tunnel was readied for service! The next time crews will see the tunnel is after one year of operation (warranty inspection). The Waterfront Tunnel has the capacity to store 12 million gallons of captured combined sewage and will reduce the number of overflows on an average year from 70 to fewer than four.

All efforts are now focused on finishing the shafts, pumping station, and other structures to complete the RiverRenew system.

Building for the Future of Alexandria’s Waterways

To learn more, visit www.RiverRenew.com



RiverRenew is a program owned and implemented by AlexRenew, Alexandria’s wastewater treatment authority.