

Mayor Tracey Furman

**Council Member Darin Bartram
Council Member Nate Engle**



**Council Member Conor Crimmins
Council Member Bridget Hill-Zayat**

Released: June 11, 2021

**Monday, June 14, 2021
Town Council Meeting, 7:00 pm**

The Town Council Meeting will be held through the Zoom Video Conferencing application. We recommend downloading the Zoom app prior to the meeting at the following link: [www.zoom.us](https://zoom.us)

The Council Meeting will begin at 7:00 pm and access to the meeting will be through the following Zoom Video Conferencing link:

<https://us02web.zoom.us/j/88621326560?pwd=ZldhVTIzRzduSGNvazl2QTNFUUd3dz09>

Meeting ID: 886 2132 6560

Password: 090999

Or you may join the meeting by calling: +1 301 715 8592 US (Washington D.C) and entering the Meeting ID and Password above.

CALL TO ORDER

MOMENT OF SILENCE

APPROVAL OF MINUTES

Town Council Meeting Minutes of May 10, 2021

FROM THE MAYOR AND TOWN COUNCIL

1. Announcements:

- a. Announce the results from the June 7, 2021, Town Election.
- b. Announce that the Thrive 2050 Neighborhood Coalition has received the Montgomery County Civic Federation's 2021 Sentinel Award.
 - i. *Mayor Furman will be accepting the Award on behalf of the Town at 7:30 pm (via Video Conference). Mayor Pro Tem Bartram will proceed with the Town Council Meeting during this time.*

2. Thrive Montgomery 2050:

**Town of Kensington 3710 Mitchell Street Kensington, MD 20895
Phone 301.949.2424 Fax 301.949.4925
www.tok.md.gov**

- a. Review a *DRAFT* letter from the Neighborhood Coalition to the County Council addressing seven critical concerns with *Thrive Montgomery 2050's "Draft Plan"*.
3. **10221 Montgomery Avenue (Variance Hearing):**
 - a. A request for a Variance to encroach three (3) feet into the ten (10) foot side yard setback for a dwelling on land zoned for single-family use.
 - i. *If the Council concurs to approve the Variance, a resolution will be drafted in support of the Variance for formal approval at the July 12, 2021, Council Meeting.*

FROM THE TOWN MANAGER AND STAFF

- 1) **July 4th Bike Parade** – Discuss holding the annual July 4th Bike Parade at St. Paul Park.
- 2) **Labor Day Parade** – Discuss options to hold the annual Labor Day Parade and Festival.
- 3) **Town Organizational Meeting** – Discuss holding the Town's annual Organizational Meeting in person and schedule a date and time.
- 4) **Town Council Meetings** – Discuss holding future Council Meetings in person and options for those that wish to continue to attend virtually.
- 5) **Electric Vehicle Charging Stations** – Discuss providing certain Town property for the installation of Electric Vehicle Charging Stations at the Kensington Town Hall (3710 Mitchell Street), the Kensington Train Station (3701 Howard Avenue), St. Paul Park (10564 St. Paul Street) through an agreement with PEPCO.

PUBLIC APPEARANCES

(The public is invited to speak on any subject that is not a topic on tonight's agenda)

ORDINANCES, RESOLUTIONS, AND REGULATIONS

(Ordinances, resolutions, and regulations to be introduced or adopted following appropriate procedures required by the Town Code; or resolutions that may require discussion by the Mayor and Council prior to approval)

ADJOURNMENT

(The Mayor and Council may move to close the meeting and may move to reopen the meeting)

THE NEXT SCHEDULED MEETING(S) OF THE MAYOR AND TOWN COUNCIL WILL BE HELD:

Monday, July 12, 2021, 7:00 pm

June 25, 2021

Dear President Hucker and Members of the County Council,

On behalf of the _____ undersigned incorporated municipalities and community organizations across Montgomery County that represent over _____ voters, we are writing to express the seven critical concerns we have about *Thrive Montgomery 2050* (the 'Draft Plan'). We believe that the goals of the Draft Plan – which we support - will have a better chance of being attained, if the County Council makes the following modifications:

- Mandate the use of the traditional master & sector planning processes to specify zoning changes to achieve public buy-in and to avoid a one-size-fits-all approach now prescribed in the Draft Plan.
- Reinstate the concept and value of compatibility as a means of ensuring that such change enhances each individual community for all residents -- new and existing.
- Include detailed strategies for how affordable and attainable housing can be created through adaptive reuse and other means.
- Reinstate a chapter on economic competitiveness that was deleted from the initial draft, in recognition that a holistic vision will be needed to reverse current shortcomings in jobs and wages.
- Include more robust funding methods for needed infrastructure.
- Discuss how the evolution from a car-centric to transit-centric society will be staged and differentiated across the diverse communities of the county.
- Require a 5-year review to document results and impacts as well as modify the Draft Plan as indicated by the results of the review.

We support many of the principles of the Draft Plan, including economic competitiveness and equity, affordable and attainable housing, inclusive and socially connected communities, environmental sustainability and resiliency, and walkable communities. However, before the County Council approves the Draft Plan that will form the basis for long-term large-scale community development and redevelopment, we strongly recommend that careful attention be paid, and revisions be made, based on the suggestions and concerns in this letter, which reflect considerable community input and discussion.

1. The Draft Plan should mandate the use of the traditional master & sector planning processes to specify zoning changes to achieve public buy-in and to avoid a one-size-fits-all approach now prescribed. There is keen interest by some stakeholders for the county to move rapidly to permit higher density near transit. However, our communities do not support the integration of larger than house-scale structures into neighborhoods without retaining naturally occurring affordable housing, examining the impacts on infrastructure capacity and existing area small businesses, and considering the concerns and preferences of residents who want a say in how their neighborhoods evolve and how people will live their lives.

The county has traditionally used the master & sector planning processes to focus on the objectives and needs for a specific area and to allow for more resident input and buy-in. The county ranges from rural areas to urban centers and any one-size-fits-all approach (i.e., as specified by a Zoning Text Amendment) by definition fails to adequately take into consideration local conditions. Using the master & sector planning processes can help ensure that essential and accurate analyses of attainable and affordable housing prospects, concentrated infrastructure capacity studies and investments, improved stormwater regulations to handle increased residential density, targeted economic development strategies, and tax changes are comprehensive, adequate, and communicated.

2. **The Draft Plan should reinstate the concept and value of compatibility as a means of ensuring that such change enhances each individual community for all residents -- new and existing.** The concept of compatibility has been a key component of the county's zoning policy for decades, was a key concept in the October 1 Planning Board draft of the Draft Plan and has always been a core concept in "Missing Middle Housing". Compatibility with a neighborhood's physical characteristics including development and environmental is very important to residents and assurances that it continues to be a key concept in the Draft Plan and in the zoning code are vital.

Yet, the current version of the Draft Plan states that this key concept is "vague" and calls for its removal. If compatibility is too vaguely defined in the zoning code, the solution is to improve its definition, not to remove the concept. The Draft Plan calls for replacing compatibility with "clear standards for form, site layout, setbacks, architecture, and the location of parking". We endorse clear standards but point out that the purpose of such standards is to ensure compatibility. Ensuring that all new residential buildings in established neighborhoods are compatible with existing houses (meaning that they conform to county or municipal standards for lot coverage, setbacks, height, massing, green space, tree canopy, and parking) makes it much more likely that new residential housing types blend harmoniously with the neighborhood. Continued assurances of compatibility for single-family properties confronting, abutting, or adjacent to CR-zoned properties will also be important if the County Council agrees to the concept of developing "complete communities" along our transit corridors. Compatibility also is an important concept as we consider which uses to allow unconditionally, and which to classify as limited or conditional uses.

Our coalition represents residents in communities throughout the county. Based on extensive outreach efforts we have found that some residents strongly oppose the proposed changes, but many are open to or supportive of some or many of them. However, all agree that such changes must be made in a way that is open and inclusive of their concerns. These include concerns about homes being dwarfed by larger buildings, stormwater management issues, emergency vehicle access problems, and rapid and potentially dramatic changes to the physical characteristics of their neighborhoods that they value. Ensuring compatibility will foster community engagement and relationships and could increase residents' acceptance of new housing types in their neighborhood.

3. **The Draft Plan should include detailed strategies for how affordable and attainable housing can be created through adaptive reuse and other means.** Other than building multi-family housing in single-family communities, the Draft Plan does not contain any strategies for addressing the need for HUD-defined affordable housing nor does it even contain a definition of attainable housing. According to the National Low Income Housing Coalition, for Maryland residents to afford a two-bedroom rental home without paying more than 30% of their income, they must earn \$27.52 per hour (or \$58,366 per annum). This disconnect should be addressed because according to the Draft Plan, a large proportion of county residents will be earning less than \$50,000 per annum by 2040.

Residents are concerned that construction of more housing types in single-family neighborhoods will not actually achieve the Draft Plan's stated goals of affordable or even "attainable housing". We are concerned that in areas with lower land values, the Draft Plan does not recognize the importance of older housing stock as a means of providing affordable or attainable housing. The Draft Plan should be more explicit as to how such housing can be maintained and/or subsidized rather than torn down for new housing, which will still be expensive in most, if not all, areas. Finally, the County Council should consider including a broader range of specific strategies in the Draft Plan that includes subsidies and subsidized construction, rent vouchers, adaptive reuse of retail buildings, and the identification of appropriate parcels to meet the need for affordable housing.

4. **The Draft Plan should reinstate a chapter on economic competitiveness that was deleted from the initial draft, in recognition that a holistic vision will be needed to reverse current shortcomings in jobs and wages.** The Draft Plan includes as one of its three underlying objectives the need for improved economic competitiveness. It sets out a compelling case that the county is falling behind its neighbors and peer counties in attracting new jobs, growing wages, and attracting younger residents. Therefore, we urge the County Council to include holistic strategies aimed at building on existing economic strengths (e.g., biotech, federal government, and hospitality) and create an environment for innovation and entrepreneurship. Otherwise, this is an incomplete vision. The county has vast skills and resources but has failed to effectively build on these in growing the economy. We can and need to do better.

The Draft Plan is also based on the concept that “complete communities” will drive job and wage growth. However, exactly the opposite is true. We ask that the County Council invite the Montgomery County Economic Development Corporation to submit comments on the Plan as there needs to be a real discussion of the interrelationship between housing needs and economic development. For example, as the December 2020 Planning Department Report on White Flint determined, unless there are jobs in the area, developers will not build housing there. Only with wage and job growth will the county be able to achieve and pay for “complete communities”. We urge the County Council to have extensive hearings specifically on how to incorporate policies aimed at directly spurring wage and job growth into the Draft Plan.

5. **The Draft Plan should include more robust funding methods for needed infrastructure.** Because of the lack of clarity regarding what constitutes a “complete community” in rural, suburban, and urban areas, and what elements – schools, government offices, medical facilities, jobs – are necessary to create a “complete community”, it is imperative that some mechanism be included to determine priorities for funding. There is a glaring omission of funding strategies for increasing public revenue to fund the decentralized public facilities, schools, and public transit infrastructure projects that will be needed for “complete communities”. The Draft Plan should identify more robust funding methods for the added pedestrian, bicycle, light rail, bus rapid transit, stormwater, and school infrastructure projects along with other public facilities needed so that the county can provide assurance to residents that incremental infrastructure demands for the many proposed complete communities throughout the county will be appropriately funded. Further, it is equally unclear how the burden of these infrastructure costs will be shared between developers, commercial interests, and residents. Finally, testimony must be obtained from the County Executive and County Departments and Agencies regarding the likely costs for various actions and timelines.
6. **The Draft Plan should discuss how evolution from car-centric to transit-centric society will be staged and differentiated across the diverse communities of the county.** The Draft Plan does not adequately consider the interim stages between the county’s current transportation situation and the future vision of predominant public transit use. One example of an interim stage, and as reported by the Washington Post, is that “going forward, the expectation is that folks are going to be working perhaps one or two days in the office and the rest from home,” This concept initially translates to many workers who will prefer to live in suburbs rather than urban centers, opt to drive their electric car or use a ride sharing platform rather than public transit to commute to the office, and need more space for a home office.

According to the Washington Post, “Metro’s own projections show rail ridership recovery will take years. The transit agency has based next year’s operating budget on rail ridership growing only to about 35 percent of pre-pandemic levels by June 2022.” With unclear funding schemes and timelines for both BRT and Purple Line, the Draft Plan needs to provide county residents with clarity on how a

sufficient and efficient transit network will be created to get most county residents out of cars and, hence, substantially reduce traffic and vehicle miles traveled.

The desired evolution to a transit-centric society and its associated timing for items such as sidewalk and bicycle route installations or improvements as well as ADUs and infill development's demand for on-street parking are of particular interest given the large investment of public funds that would be needed and the uncertainties in obtaining funding. Also, while the Draft Plan focuses on equity, it does not consider the many senior citizens, physically, intellectually or emotionally challenged residents, or young families who will choose not to take public transit, bike or walk, particularly in inclement weather, to meet their day-to-day needs.

7. **The Draft Plan should require a 5-year review to document results and impacts as well as modify the Draft Plan as indicated by the results of the review.** The Draft Plan outlines a marked transition for the county as it looks ahead thirty years, setting forth goals that will affect. However, there is a dearth of best practices, near and long-term action items, and accountability steps along the way needed to support them. First, we recommend that the County Council spearhead the development of one or two "complete community" pilot projects so that the concept is proven to work in the county. Second, we recommend that the County Council require that the county prepare a follow-up report in 2026 to measure and document the changes in multi-family versus single-family housing demand and supply, economic growth, development and competitiveness, public revenue, transit and ride sharing use, vehicle miles traveled, affordability metrics, adequate public facility impacts, and environmental factors such as stormwater management efficacy, and finally, recommendations for adjustments to the Draft Plan in order to achieve county goals.

We thank you for the opportunity to express our views and concerns and hope that the County Council will make the fiscally, environmentally, and socially responsible decision to incorporate these changes in the Draft Plan.

Sincerely,



June 1, 2021

Mayor and Council
Town of Kensington
3710 Mitchell Street
Kensington, MD 20895

Dear Mayor and Council:

Our proposal for 10221 Montgomery Avenue includes building an entirely below-grade 1,016 square foot addition to the main house within the North side yard. Per the Town of Kensington Code of Ordinances section 5-104, the side setback for a dwelling on land zoned for single-family use is ten feet. We are requesting a three foot variance.

The proposed addition is part of a larger project intended to increase the usefulness of the existing garage and basement. Under Historic Area Work Permit #912864, we have been granted approval to build two additions to the garage at the rear (East) and right (South) sides and to raise the height of the garage by 16 inches. We have also been granted approval, under the same permit, to replace the crawl space foundation at the rear (East) side of the house with a full height foundation with windows.

At a Montgomery County Board of Appeals hearing on April 14, 2021, we were granted approval to relocate the existing garage from 0.3 feet beyond the North lot line to 0.69 feet inside the North lot line (Case No. A-6688). This 4.31 foot variance from the 5 foot setback required for accessory structures was necessary in order for the Department of Permitting Services to grant approval for the modification (raising the building height) of the existing non-conforming garage. The Board recognized that it would be infeasible to bring the garage into conformance, given its close proximity to the main house.

The proposed work to the existing garage is currently being reviewed by the Montgomery County Department of Permitting Services under building permit number 936313. A building permit application was also submitted to the Town of Kensington on December 21, 2020.

Our proposal for a below-grade addition to the main house, requiring a 3 foot variance to the side setback, satisfies each of the following criteria as set forth in section 5-104 of the Town of Kensington Code of Ordinances for approving the variance:

- (1) There are specific situations or conditions that are peculiar to the property that makes it unique from neighboring properties, including, but not limited to: (i) shape (narrowness/shallowness); (ii) topography; (iii) historic significance; (iv) environmental features; or (v) other extraordinary conditions unique to that property. The conditions must result from the application of building or zoning standards and not from the action, inaction or the personal circumstances of the property owner or the owner's predecessor(s)



Based upon the approval of the Montgomery County Board of Appeals to relocate the existing garage, we proved that moving it to 0.69 feet inside the North property line was the maximum feasible setback for that accessory structure.

The garage proposal includes the installation of a subterranean car lift, which would allow a car to be lowered from driveway level to basement level, maximizing the storage capacity of the garage. A car could also then be driven into the proposed below-grade addition. Based upon the location of the garage, there would not be enough room for a car to pass between it and the addition without the 3 foot variance.

- (2) The requested variance is the minimum necessary to overcome the unique condition of the property

The requested variance allows for a 9'-10" wide opening between the garage and addition. It would be very difficult to maneuver a car through a smaller opening without damaging it.

- (3) The requested variance is not detrimental to neighboring properties or the community as a whole.

The intent of the proposal is to increase the usefulness of the existing house and garage, to maintain their historic character and integrity, and to minimize the impact of the addition from eye level. Our request proposes no visible structures from the street or from any neighboring property.

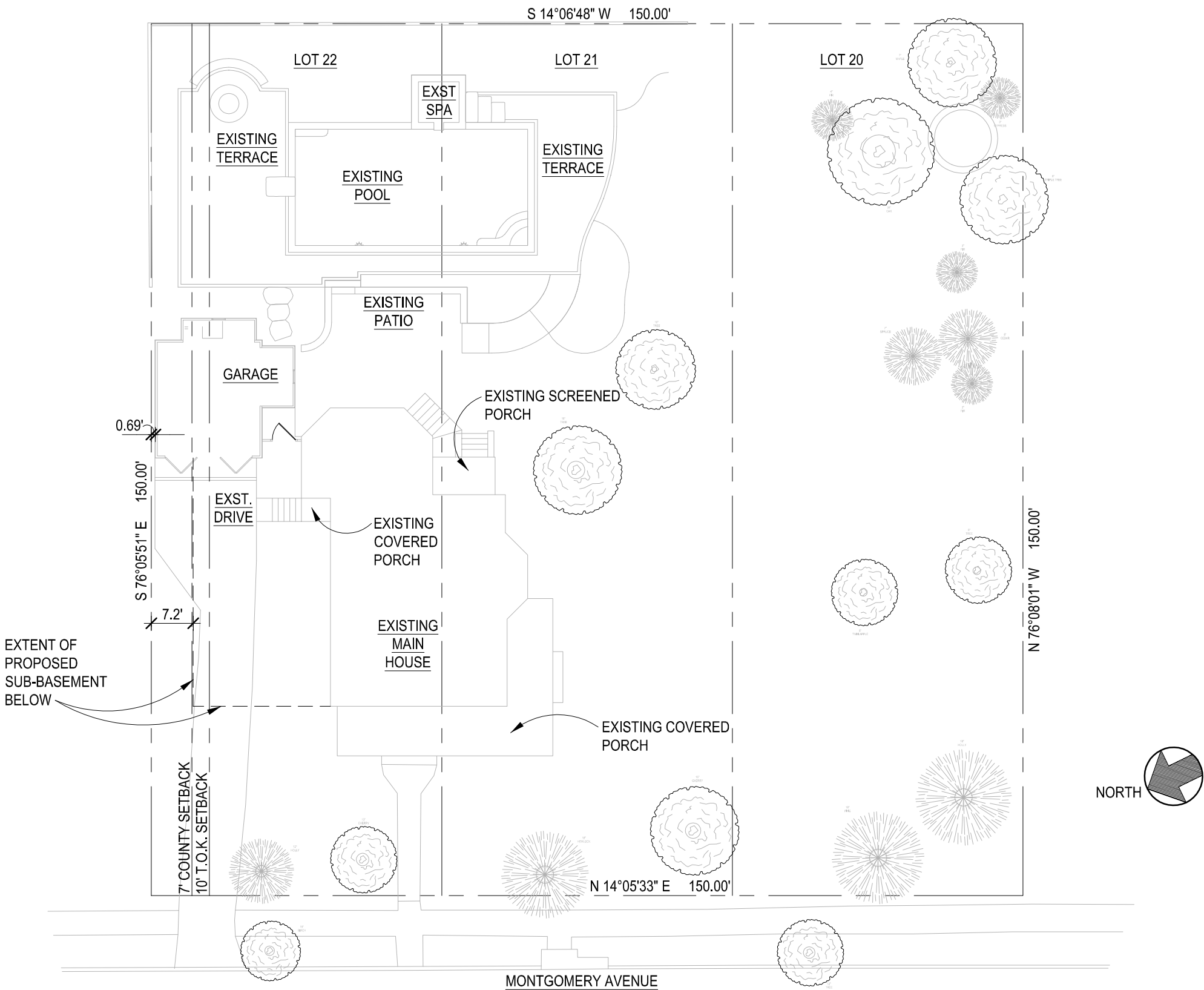
Sincerely,

A handwritten signature in black ink, appearing to read "Lauren Clark", with a stylized flourish at the end.

Lauren Clark, AIA, NCARB, LEED AP
Senior Associate

PROJECT SCOPE

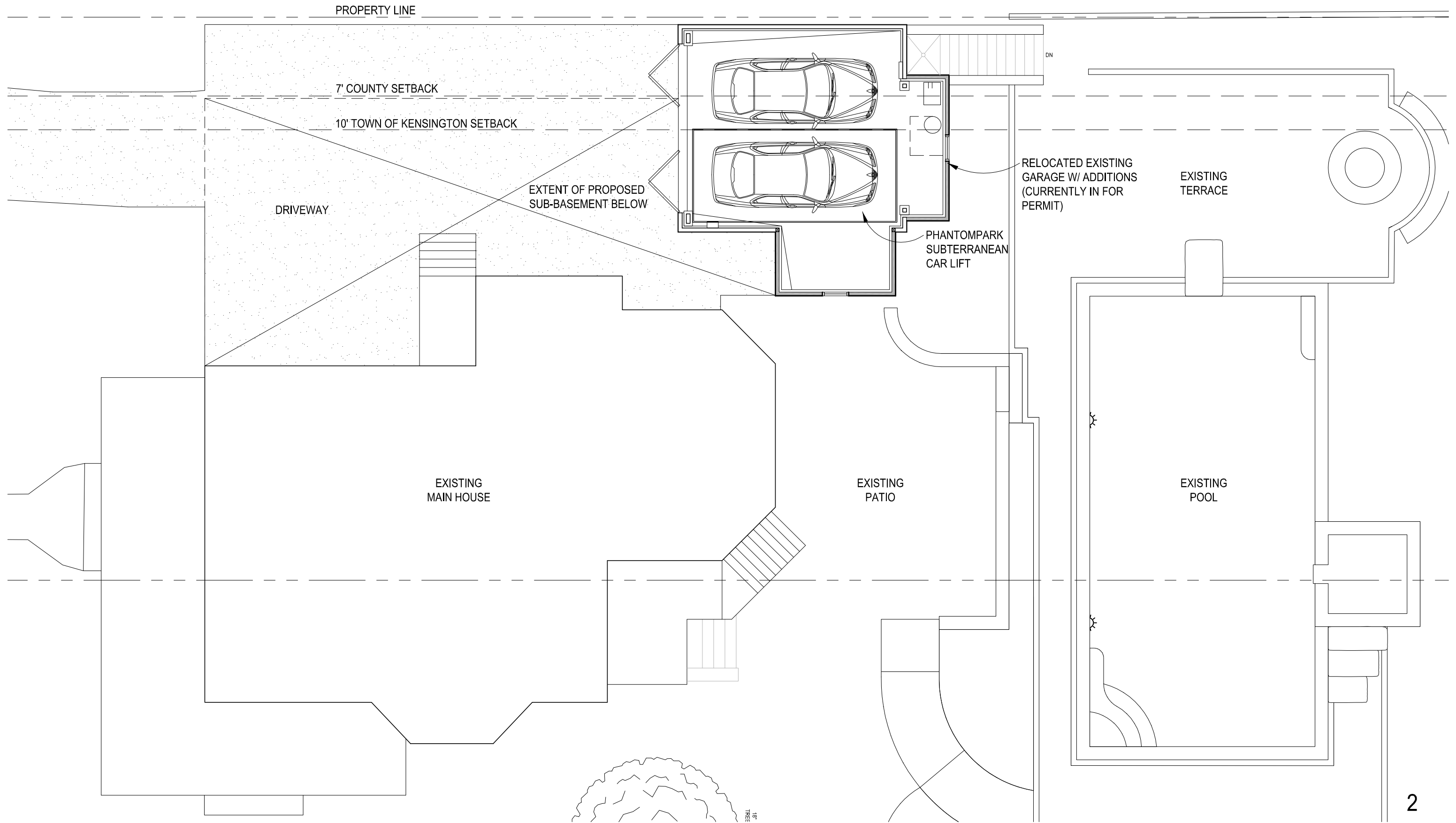
BUILD SUB-GRADE ADDITION TO MAIN HOUSE IN NORTH SIDE YARD



1 SITE PLAN
Scale: 1"=20'-0"

PLAT DATA:
BLOCK 3
LOT 20
SUBDIVISION 15: LTS 21 & 22 KENSINGTON PARK
ZONED R-60





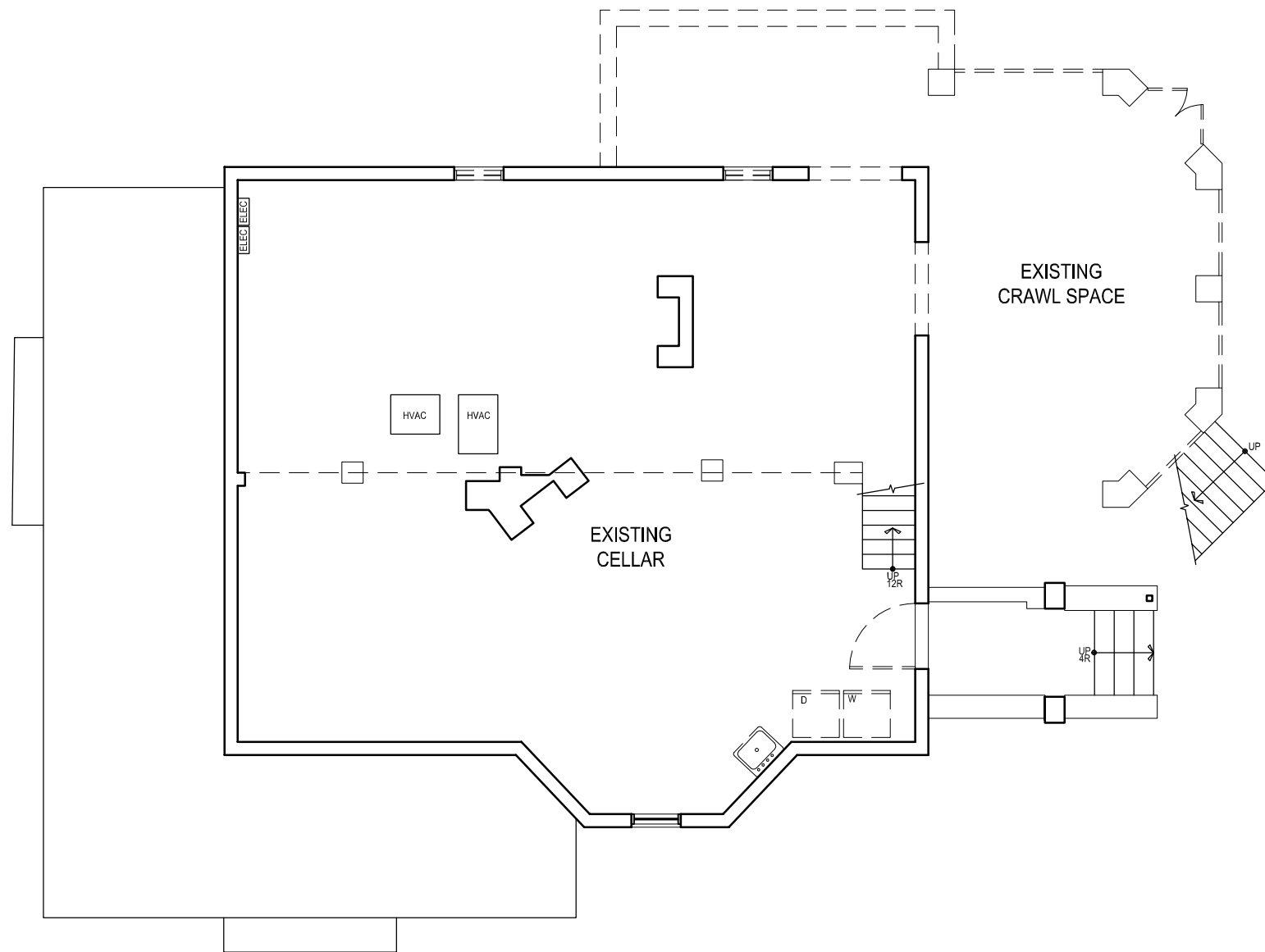
1 PROPOSED FIRST FLOOR/SITE PLAN
Scale: 1/8"=1'-0"



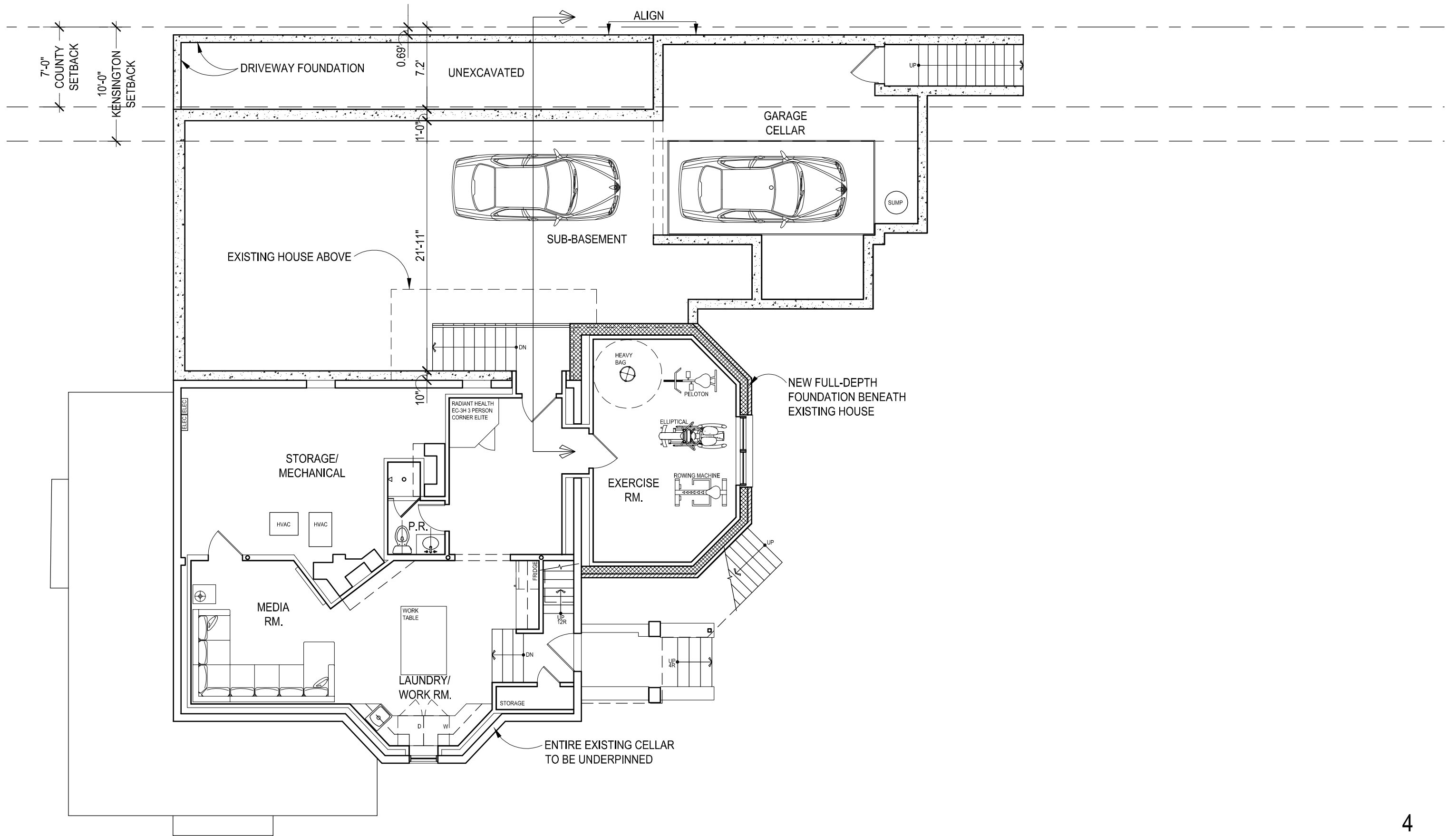
PROPERTY LINE

7' COUNTY SETBACK

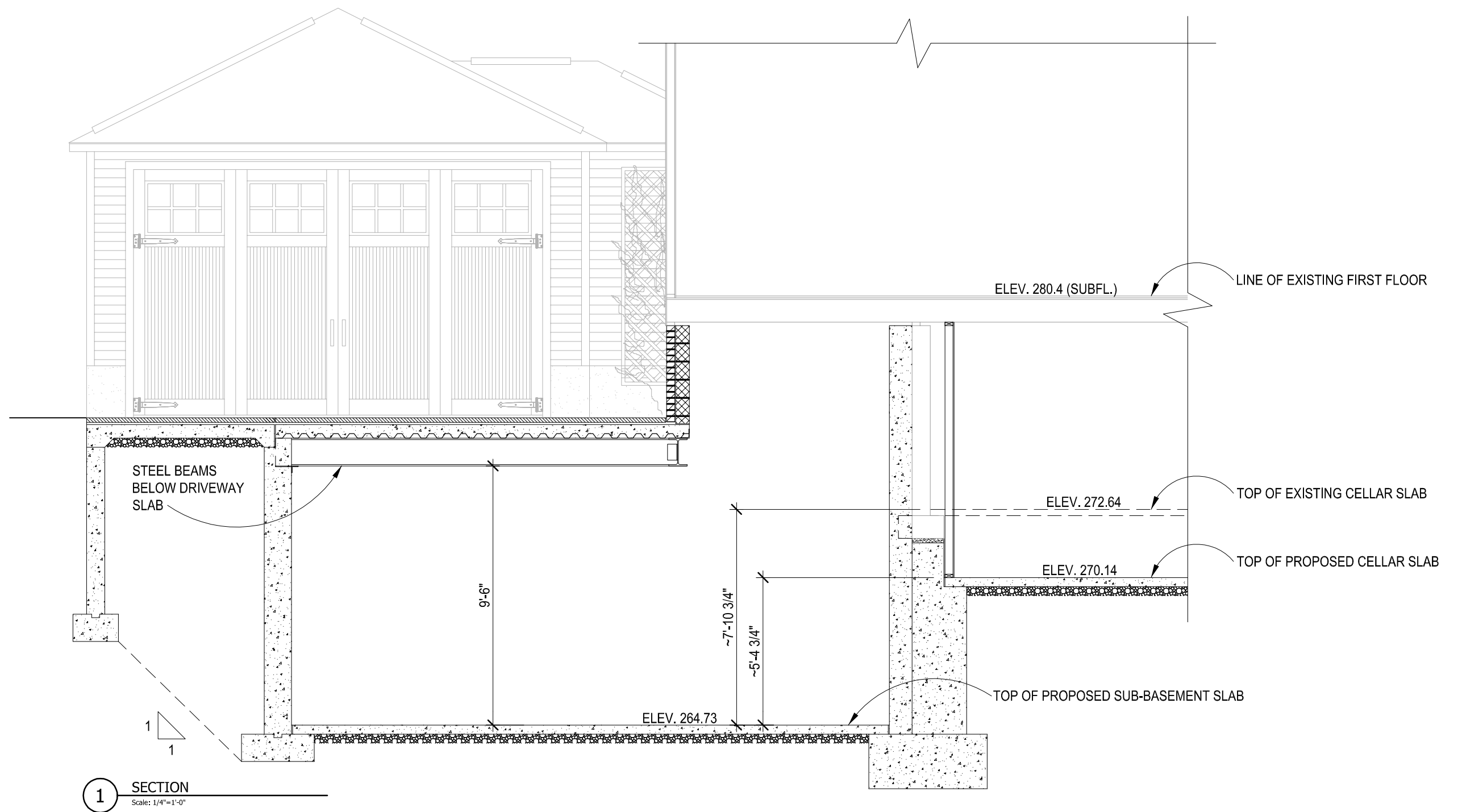
10' TOWN OF KENSINGTON SETBACK



1 EXISTING LOWER LEVEL PLAN
Scale: 1/8"=1'-0"



1 PROPOSED LOWER LEVEL PLAN
Scale: 1/8" = 1'-0"



Public Charging - Site Proposal

Site Information

Name: **Kensington City Hall Public Lot**
Address: 3710 Mitchell St, Kensington, MD 20895

Jurisdiction: Town of Kensington

Contact:

Contact email:

Proposal

Parking Spaces Requested: 4

Charging Station Type: 4 L2 and Meter Cabinet

Pictures

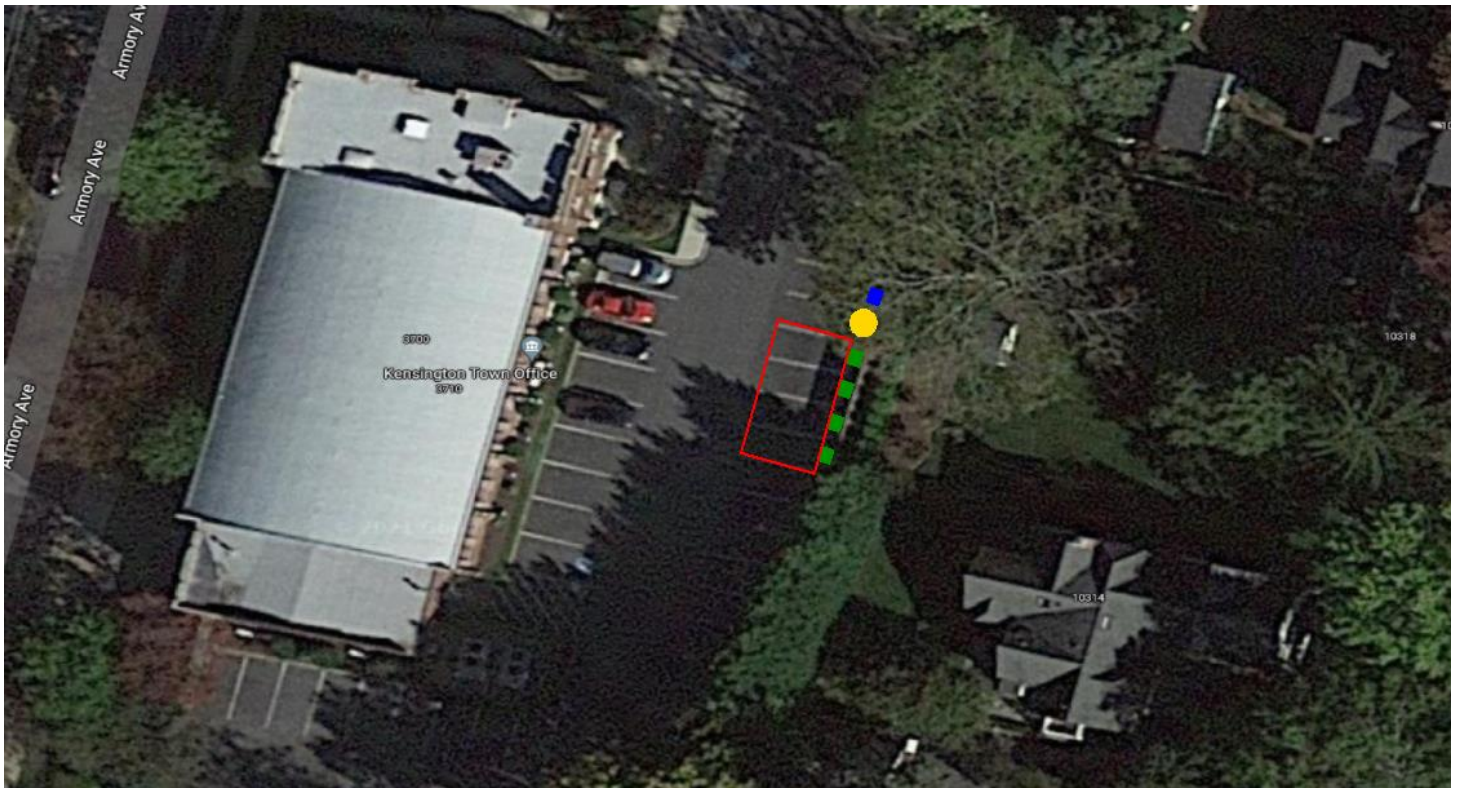
Legend:

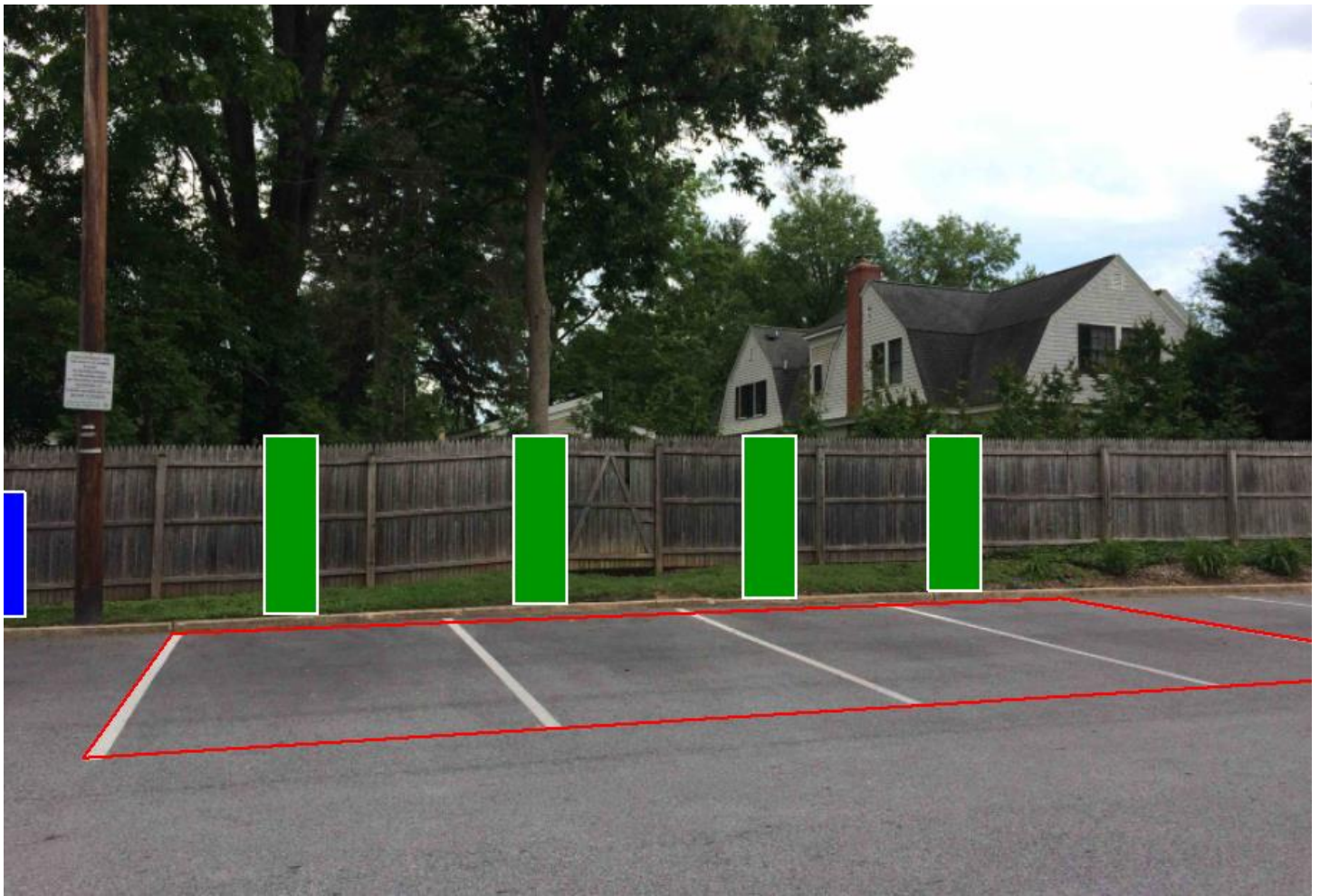
Gold: Ex Pole

Red: Parking Spaces

Green: Charging Station

Blue: Meter Cabinet





Reviewed & Approved by

Site Representative:	Date:
Pepco representative: Barbara M. Gonzalez	Date: June 3, 2021



An Exelon Company

Public Charging - Site Proposal

Site Information

Name: **MARC Station Kensington Lot**
Address: 3711 Howard Ave, Silver Spring, MD 20902

Jurisdiction: Town of Kensington

Contact:

Contact email:

Proposal

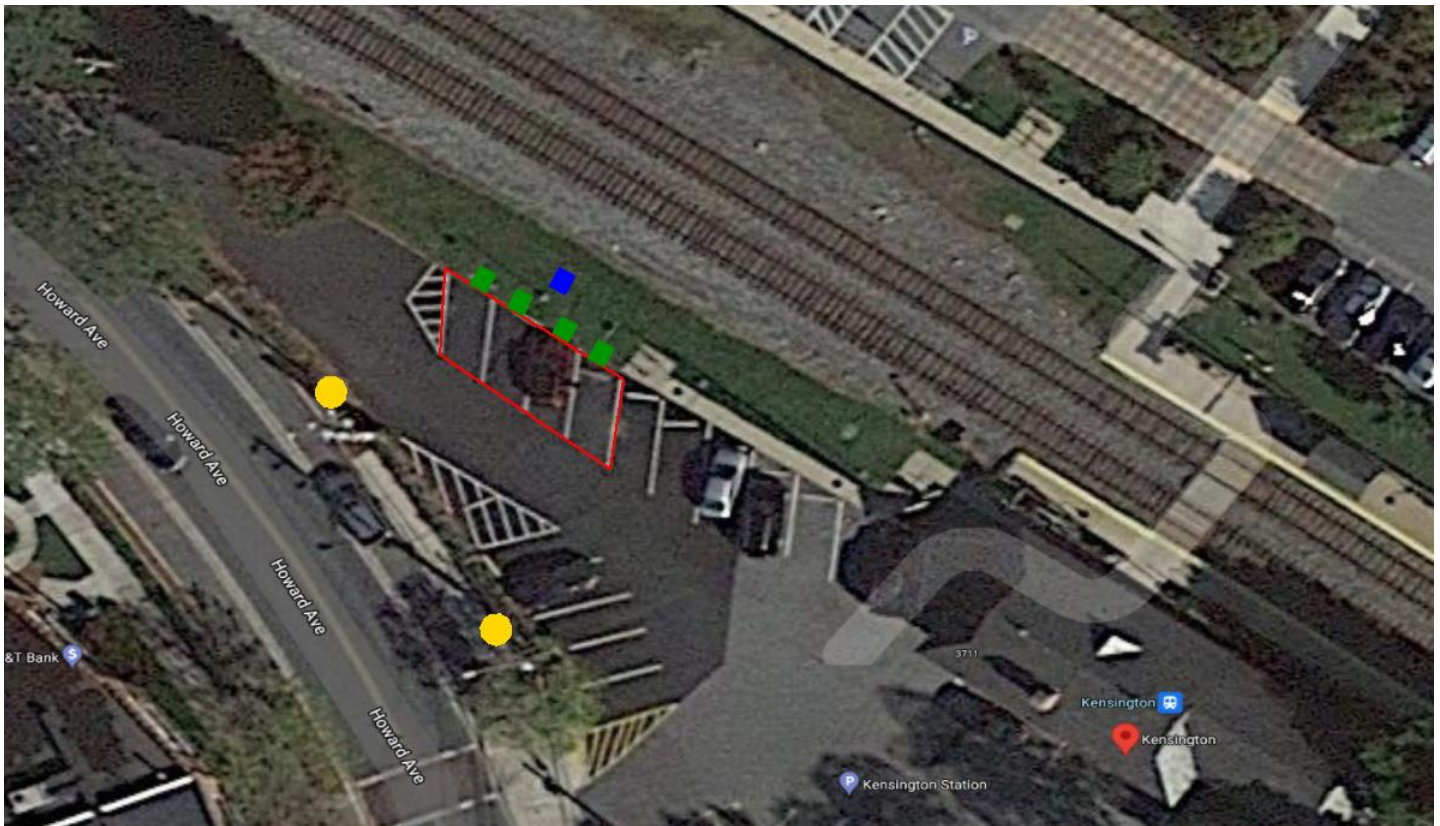
Parking Spaces Requested: 4

Charging Station Type: 4 L2 and Meter Cabinet

Pictures

Legend:

Gold: Ex Poles Red: Parking Spaces Green: Charging Station Blue: Meter Cabinet





Reviewed & Approved by

Site Representative:	Date:
Pepco representative: Barbara M. Gonzalez	Date: June 3, 2021



An Exelon Company

Public Charging - Site Proposal

Site Information

Name: **St. Paul Local Park**
Address: 10564 St Paul St. Kensington, MD 20895
Jurisdiction: MNCPPC, Montgomery County
Contact:

Contact email:

Proposal

Parking Spaces Requested: 4

Charging Station Type: 4 L2 and Meter Cabinet

Pictures

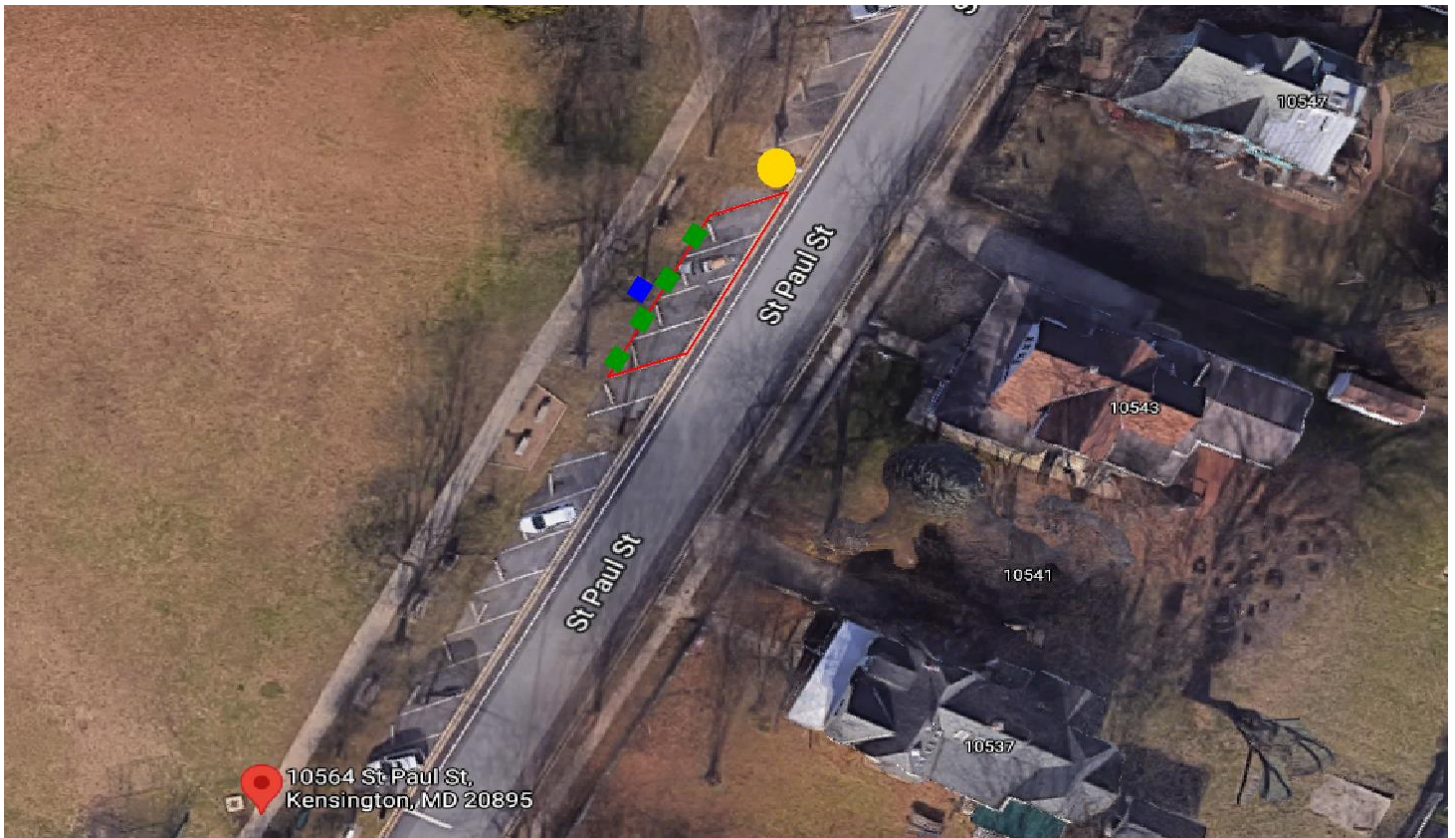
Legend:

Gold: Ex Pole

Red: Parking Spaces

Green: Charging Station

Blue: Meter Cabinet





An Exelon Company

LICENSE AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATION

THIS LICENSE AGREEMENT ("Agreement") made as of the ____ day of _____, 20__ ("Effective Date") between JURISDICTION, a municipal corporation in the State of Maryland (hereinafter, the "JURISDICTION"), and POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia corporation (hereinafter "PEPCO"). The JURISDICTION and PEPCO are each referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the JURISDICTION is the owner of the property located at _____ (the "JURISDICTION Property"); and

WHEREAS, PEPCO and the JURISDICTION desire to support Maryland's goal to advance the adoption of electric vehicles through the expansion of public electric vehicle charging station infrastructure on property leased, owned or occupied by a unit of the state, county or municipal government; and

WHEREAS, in furtherance of that goal PEPCO desires to place electric vehicle charging station facilities and the JURISDICTION agrees to allow the installation, operation, maintenance and removal of electric vehicle charging station facilities on the JURISDICTION Property under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the legal sufficiency of which is hereby acknowledged, PEPCO and the JURISDICTION hereby agree as follows:

1. **Recitals incorporated.** The above Recitals are incorporated herein.
2. **Use of the JURISDICTION Property.** The JURISDICTION hereby grants PEPCO, its successors, licensees and assigns, subject to the terms set forth herein, the right and license to construct, install, reconstruct, operate and maintain electric vehicle charging station facilities, including, but not limited to, pads, charging facilities, electric and communication lines, poles, crossarms, wires, anchors, guys, conduits, cables, transformers, meters, appurtenant equipment and enclosures (collectively, "the Charging Station Facilities") upon, over, under and across the JURISDICTION Property in the general location as described in the attached Exhibit A.

The JURISDICTION grants PEPCO the right of access at all times to the Charging Station Facilities, the right to extend electric and communication lines by the most direct practical route from the main lines to the Charging Station Facilities on JURISDICTION Property, the right to trim, top, cut down and remove trees and/or shrubs adjacent to charging station facilities to provide proper operating clearance, the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or expanding Charging Station Facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition, and the right to place signs on JURISDICTION Property, near the charging station facilities restricting use of parking spaces adjacent to the

charging station facilities to electric vehicles using or in line to use the charging facilities in accordance with the approved plan and required permits. No buildings or structures are to be erected under or over Charging Station Facilities, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Shrubbery, trees, fences, or other obstructions shall not be placed so close to any Charging Station Facilities that they would, hinder or obstruct operation or maintenance of said equipment.

PEPCO shall, at its sole cost and expense, be responsible for all installation activities required to support the operation of the Charging Station Facilities and services therewith, including furnishing and installing all materials, equipment, and labor required for the installation of the Charging Station Facilities. This includes but is not limited to all work related to the development of plans and documents for supplying power to the Charging Station Facilities per PEPCO standards and JURISDICTION requirements; the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; and site preparation, trenching, repaving, and landscaping.

3. **Term of Agreement/Renewal.** This Agreement shall commence as of the Effective Date and expire 5 years from the effective date that the charging station facilities first become operational. PEPCO shall have the option to renew this agreement for three additional terms of 5 years each provided PEPCO continues to use the JURISDICTION Property as provided in Paragraph 2 above.

4. **Installation of Charging Station Facilities, Permits Required.** Prior to the installation of the Charging Station Facilities, PEPCO or its contractor must first obtain applicable permits for the construction and installation, of the Charging Stations Facilities.

5. **Maintenance.** PEPCO or its contractor shall be responsible for the maintenance of the Charging Station Facilities and related equipment in a safe and operable condition. The Charging Stations Facilities shall be part of PEPCO'S electric plant and shall be constructed, installed, maintained, and operated in accordance with applicable PEPCO standards, including safety, and applicable regulations promulgated by the Maryland Public Service Commission, including COMAR 20.50.02.01, to assure, as far as reasonably possible, continuity of service and the safety of persons and property.

6. **Removal/Ownership of charging station facilities.** Upon the termination of this Agreement, PEPCO shall remove its above-grade property and return JURISDICTION'S Property to as near as its original condition as reasonably possible.

7. **Personal Property.** The JURISDICTION acknowledges and agrees that all Charging Station Facilities shall be considered personal property and shall at all times remain PEPCO's property.

8. **Notices.** All notices given pursuant to this Agreement shall be in writing and shall be deemed duly given if personally delivered, with signed receipt, or sent by certified mail, return receipt requested, postage prepaid or via a national overnight courier. The notice shall be deemed to have been received on the date indicated on the signed receipt.

Notices to the JURISDICTION shall be sent to:

Notices to PEPCO shall be sent to:

Pepco, Manager Real Estate and Facilities
701 Ninth Street, NW, EP 4223
Washington DC 20068

With courtesy copies that shall not constitute notice to
Pepco Legal Services
701 Ninth Street, NW, Ninth Floor
Washington DC 20068

9. **Entire Agreement.** This Agreement contains the entire agreement of the parties. This Agreement can only be modified by a written modification agreement signed by the parties.

10. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland.

11. **Assignment.** This Agreement may not be assigned without the written consent of the JURISDICTION.

IN WITNESS WHEREOF, the JURISDICTION and PEPCO have executed this Agreement effective as of the date first written above.

POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia corporation

By: _____
Name: _____
Title: _____

STATE OF _____:

SS:

COUNTY OF _____:

I hereby certify that on this _____ day of _____, 2020, before me, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the _____ of Potomac Electric Power Company, a District of Columbia and Virginia corporation, and that (s)he, in such capacity and being authorized so to do, did execute the foregoing Agreement as the act and deed of Potomac Electric Power Company for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

THE JURISDICTION

By: _____
Name: _____
Title: _____

STATE OF MARYLAND:

SS:

COUNTY OF MONTGOMERY:

I hereby certify that on this _____ day of _____, 2020, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of the JURISDICTION, and that (s)he, in such capacity and being authorized to do so, executed the foregoing Agreement on behalf of the JURISDICTION for the purposes therein contained, and acknowledged the same to be the act and deed of the JURISDICTION

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

Exhibit A: Electric Vehicle Charging Infrastructure Plan

To be provided by Pepco (pending design)

DRAFT