

Mayor Tracey Furman

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



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

Released: July 9, 2021

**Monday, July 12, 2021
Town Organizational Meeting, 6:45 pm
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

The Organizational Meeting will begin at 6:45 pm and the Council Meeting will begin at 7:00 pm. Access to the meetings will be through the following Zoom Video Conferencing link:

<https://us02web.zoom.us/j/88571773748?pwd=NWJUMitJVmVhWXJTMdIESzNQeCtYdz09>

Meeting ID: 885 7177 3748

Password: 766901

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

Town Organizational Meeting, 6:45 pm

CALL TO ORDER

1. Mayor Pro Tempore - Motion to name a Mayor Pro Tem from the Town Council.
2. Schedule an in-person Organizational Meeting on Monday, July 19, 2021, 5:00 pm.
 - a. Current Council Committee assignments and liaisons will continue until the Council meets in person on July 19.

ADJOURNMENT

Town Council Meeting, 7:00 pm

CALL TO ORDER

MOMENT OF SILENCE

APPROVAL OF MINUTES

Town Council Meeting Minutes of June 14, 2021

THE MAYOR AND TOWN COUNCIL

1. County Councilmember Evan Glass:

- a. The Town will receive an update from County Councilmember Glass on Vision Zero, Thrive Montgomery 2050, the FY22 County Budget, and County Transportation projects.

2. 10616 Connecticut Avenue (Sign Variance Hearing):

- a. Request by 10616 Connecticut Avenue for a Sign Variance in accordance with Section 6-104 (c) of the Town Code.

3. Auditing Committee:

- a. Acknowledge the appointment of Jeff Capron, Leslie Olson, and Kerry Thompson to the Auditing Committee for a one-year term.

4. Compost Crew:

- a. Update on the Compost Crew program with the Town.

THE TOWN MANAGER AND STAFF

Labor Day Festival – Update on the Labor Day Festival.

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)

1. **Resolution No. R-12-2021** – A Resolution of the Mayor and Town Council of Kensington Approving 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 at 10221 Montgomery Avenue.
2. **Resolution No. R-13-2021** – A Resolution of the Mayor and Town Council of Kensington Authorizing a License Agreement with PEPCO Holdings for Electric Vehicle Charging Stations at the Kensington Town Hall (3710 Mitchell Street) and Kensington Train Station (3701 Howard Avenue).

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, August 9, 2021, 7:00 pm

July 6, 2021

Town of Kensington
3710 Mitchell Street
Kensington, MD 20895

Subject: Statement of Justification
10616 Connecticut Ave, Kensington, MD 20895

Pursuant to the subject price ID sign, we are requesting a review of the proposed modification to the height of said Sign. The existing Monument Sign is located at the intersection of Connecticut Ave (Route 185) and Plyers Mill Rd has extremely limited visibility due to the small size and height of the sign.

We seek your approval based on the following merits:

- a. As evidence of the previous ID/Price Sign was small and not visible 500 feet as the customers approach the store. Safe lane change distance is necessary for the customers to decide to purchase fuel from the store. Good visibility of the sign enables the safe lane change prior to customers entering the store. A variance of only 3' in height of the sign will facilitate this process making the store commercially viable while maintaining traffic safety. Please refer to the Appended pictures.*
- b. As per section 6.7.9-A.1.d of Chapter 59: Zoning Code of Montgomery County, Maryland- the maximum height of the sign is the height of the tallest building on the same premises as the sign or 26 feet above the ground, whichever is less. The tallest building height in the same premises is 12.63' and the proposed height of Monument Price ID sign is 9'.*
- c. The existing Building/Canopy/Sign Setbacks from streets and abutting land use shall remain. No changes proposed to these elements.*
- d. No increase in the gross floor area.*
- e. No changes to the open space area proposed.*
- f. No redesign of parking or loading areas proposed.*
- g. No redesign of the Landscape plan proposed.*
- h. No redesign of drainage and grading.*
- i. No changes to the existing use of the property proposed.*

Further, there will be no functional impact on the adjacent properties or the existing site. Hence, we hereby request the Planning/Hearing Board to review and approve the proposed scope as the change is limited in scope.

Regards,

A handwritten signature in blue ink, appearing to be "Yagya Oli", written over a circular stamp or seal.

Yagya Oli | The Plan Source, Inc.
571-748-5417 | tps@plan-source.com
9506 B Lee Hwy, Fairfax, VA 22031
www.plan-source.com

ATTACHMENT # 1



Previous Monument image along Connecticut Ave



Improved Monument Sign Image along Connecticut Ave

ATTACHMENT # 2



Previous Monument image along Connecticut Ave (185)



Improved Monument Sign image along Connecticut Ave

ATTACHMENT # 3



Improved Monument Sign Dimensions

Lettuce collect your food scraps!



Join the
composting
program in the
Town of
Kensington and
help reduce the
amount of waste
that goes to the
landfill.



The Town of Kensington is working with Compost Crew, a Rockville-based company, to provide curbside composting collection to interested residents. Food waste makes up between 25-50% of the typical family's garbage, and diverting it from the trash can significantly reduce the amount of waste the town generates.

Separate your food scraps in a secure bin provided by Compost Crew and leave them out for pick up once a week, just like you do with your recycling. Twice a year, you get finished compost back for your yard or garden.

The more homes in town that sign up, the lower the rate for everyone. Please visit www.compostcrew.com or scan the QR code on this sheet to learn more and to get started composting!



Resolution No. R-12-2021

Adopted:

A Resolution of the Mayor and Town Council of Kensington Approving 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 at 10221 Montgomery Avenue.

WHEREAS, an application for a below-grade addition has been filed by Bruce Caswell and Lauren Deichman, ("Applicants"), for certain real property located at 10221 Montgomery Avenue ("the Property"); and

WHEREAS, the purpose of the Variance is to allow for an entirely below-grade 1,016 square foot addition to the main house within the north side yard, as regulated within Section 5-104 of the Town Code; and

WHEREAS, the Town Council may grant a petition for a Variance after a hearing when the Council finds that:

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); and
2. The requested variance is the minimum necessary to overcome the unique condition of the property; and
3. The requested variance is not detrimental to neighboring properties or the community as a whole.

WHEREAS, the Mayor and Council, conducted a Public Hearing on the Variance request on June 14, 2021, at a public meeting, after due notice to the public and to the adjacent neighbors, and received testimony on the requested Variance. The Council closed the record following the Public Hearing.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Town of Kensington, based on the testimony presented at the Public Hearing on June 14, 2021, and evidence submitted, adopts the following findings of fact and conclusions of law:

Findings of Fact:

1. Bruce Caswell and Lauren Deichman ("Applicants"), are the owners of 10221 Montgomery Avenue in Kensington, Maryland, which is zoned single family residential ("Property").
2. The original dwelling dates to at least 1898.
3. The Town's requirement for 10-foot side yard setbacks, which exceeds the County's was adopted well after this house was constructed.
4. The Property has an existing accessory structure ("Garage") that is located 0.3 feet beyond the north lot line. The Montgomery County Board of Appeals has approved relocating the existing garage to 0.69 feet inside the north lot line, which allowed for a 4.31-foot variance from the 5-foot setback requirement to proceed with modifying (raising the building height 16 inches) the existing garage.
5. The garage proposal also includes the installation of a subterranean car lift, which would allow a car to be lowered from the driveway level to basement level, maximizing the storage capacity of the garage to the dwelling unit.
6. The requested 3-foot side yard Variance would allow for a 9- to 10-foot-wide opening between the garage and addition to allow for vehicle storage.

Conclusions of Law:

1. Strict application of Town regulations would result in undue hardship due to the historic significance of the property and the Council's determination that the proposed below-grade addition would preserve the existing greenspace and setback requirement at grade.
2. The proposed Variance is the minimum necessary to overcome the unique condition of the Property to allow for the Applicant to maximize the garage.
3. The Variance can be granted without impairment of the intent, purpose, and integrity of this article.

BE IT FURTHER RESOLVED THAT the additional below-grade 1,016 square foot garage at the Property at 10221 Montgomery Avenue be and it is hereby granted.

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 12th day of July, 2021.

EFFECTIVE the 12th day of July, 2021.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor



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.

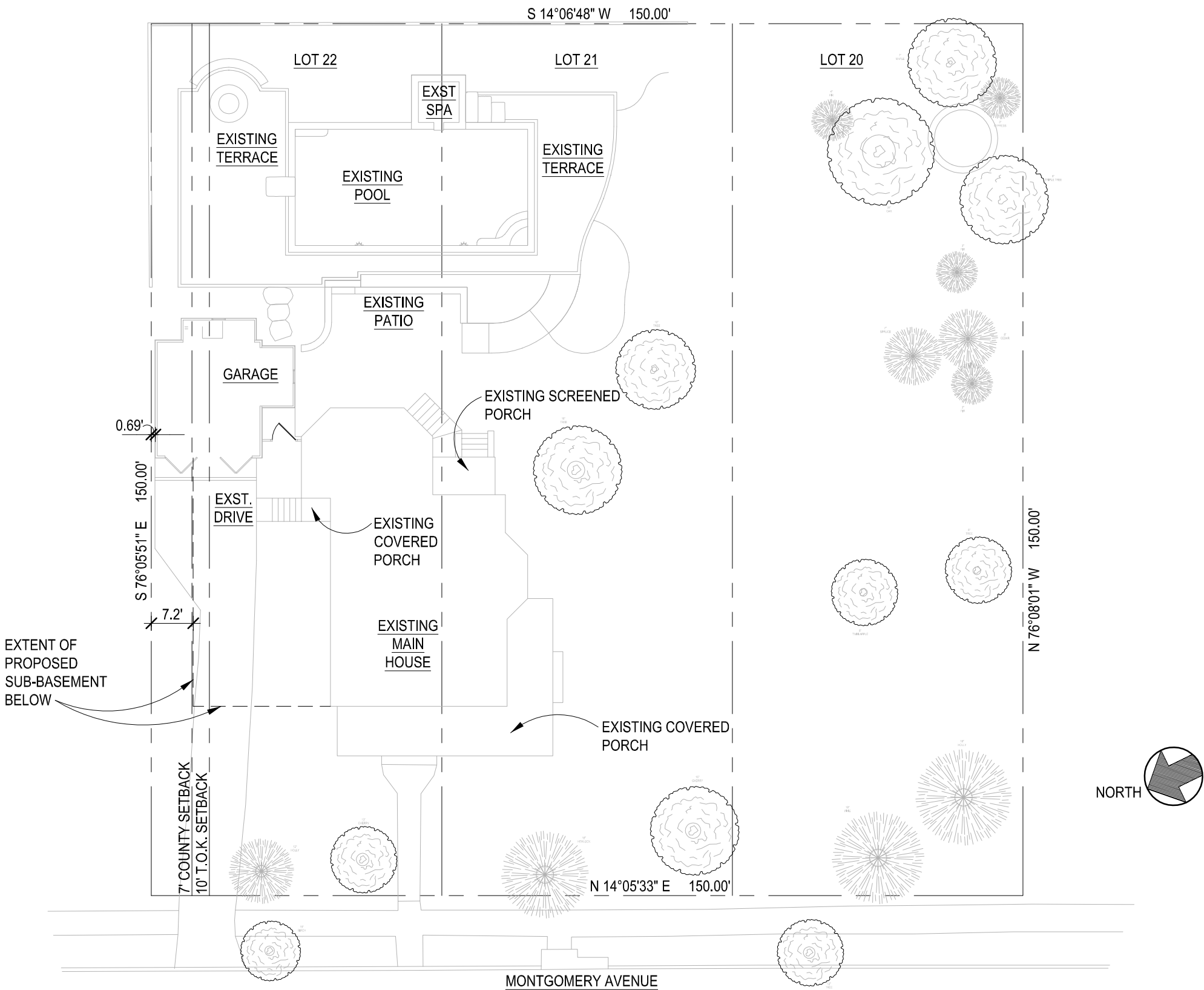
Sincerely,

A handwritten signature in black ink, appearing to read "Lauren Clark", written in a cursive, flowing style.

Lauren Clark, AIA, NCARB, LEED AP
Senior Associate

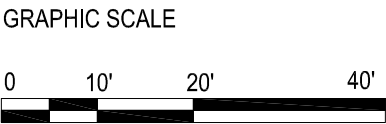
PROJECT SCOPE

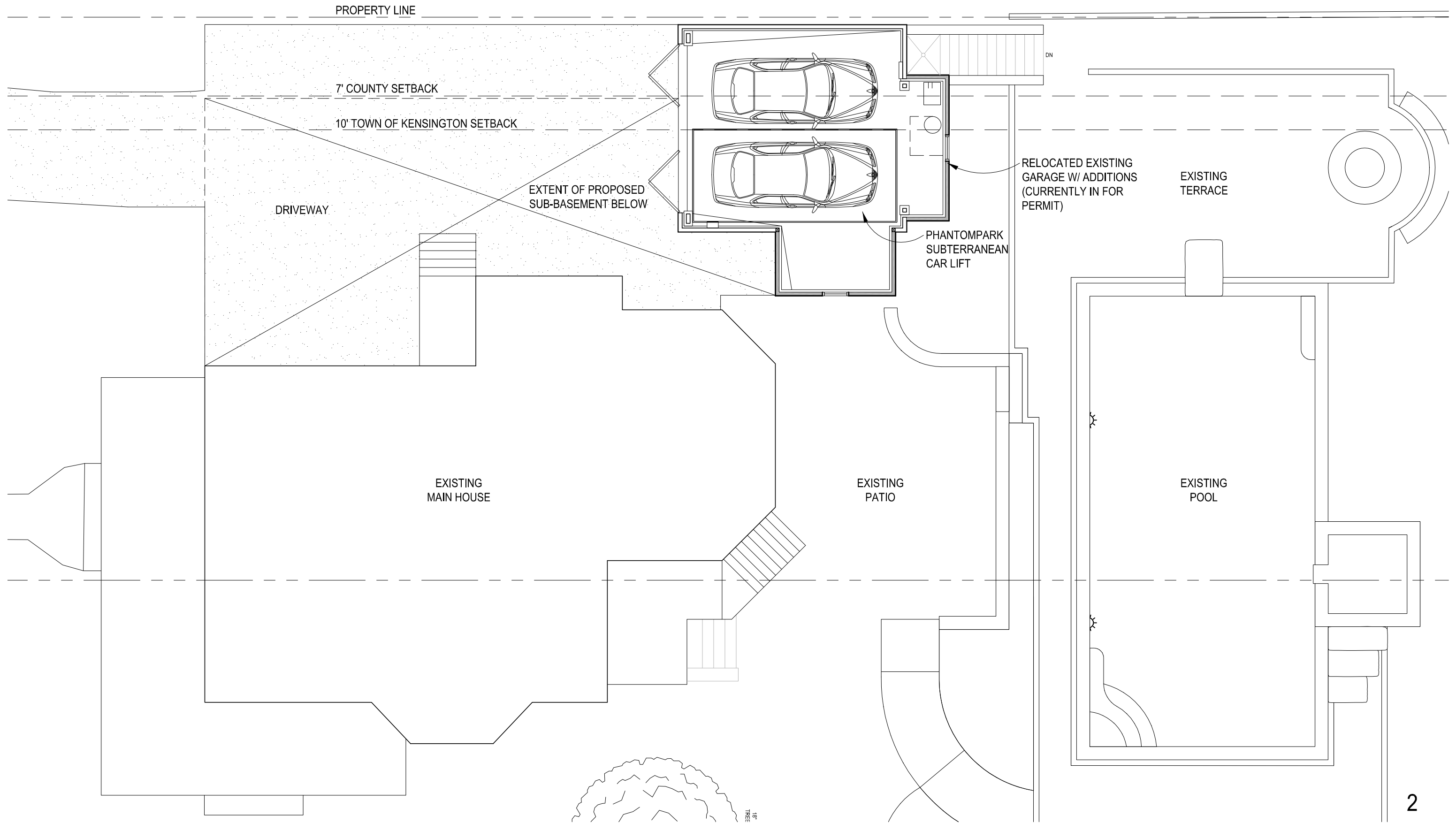
BUILD SUB-GRADE ADDITION TO MAIN HOUSE IN NORTH SIDE YARD



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

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





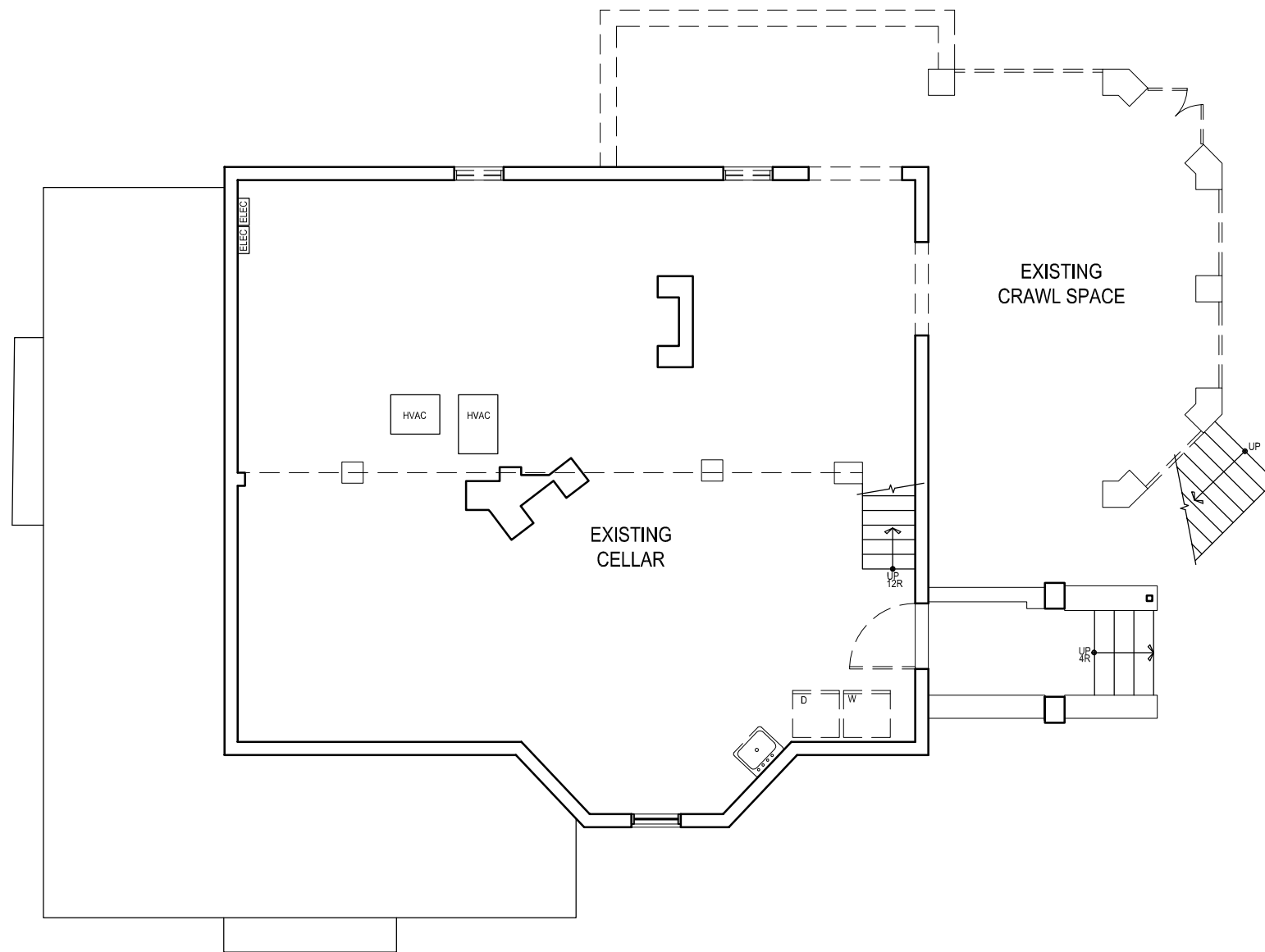
1 PROPOSED FIRST FLOOR/SITE PLAN
Scale: 1/8"=1'-0"



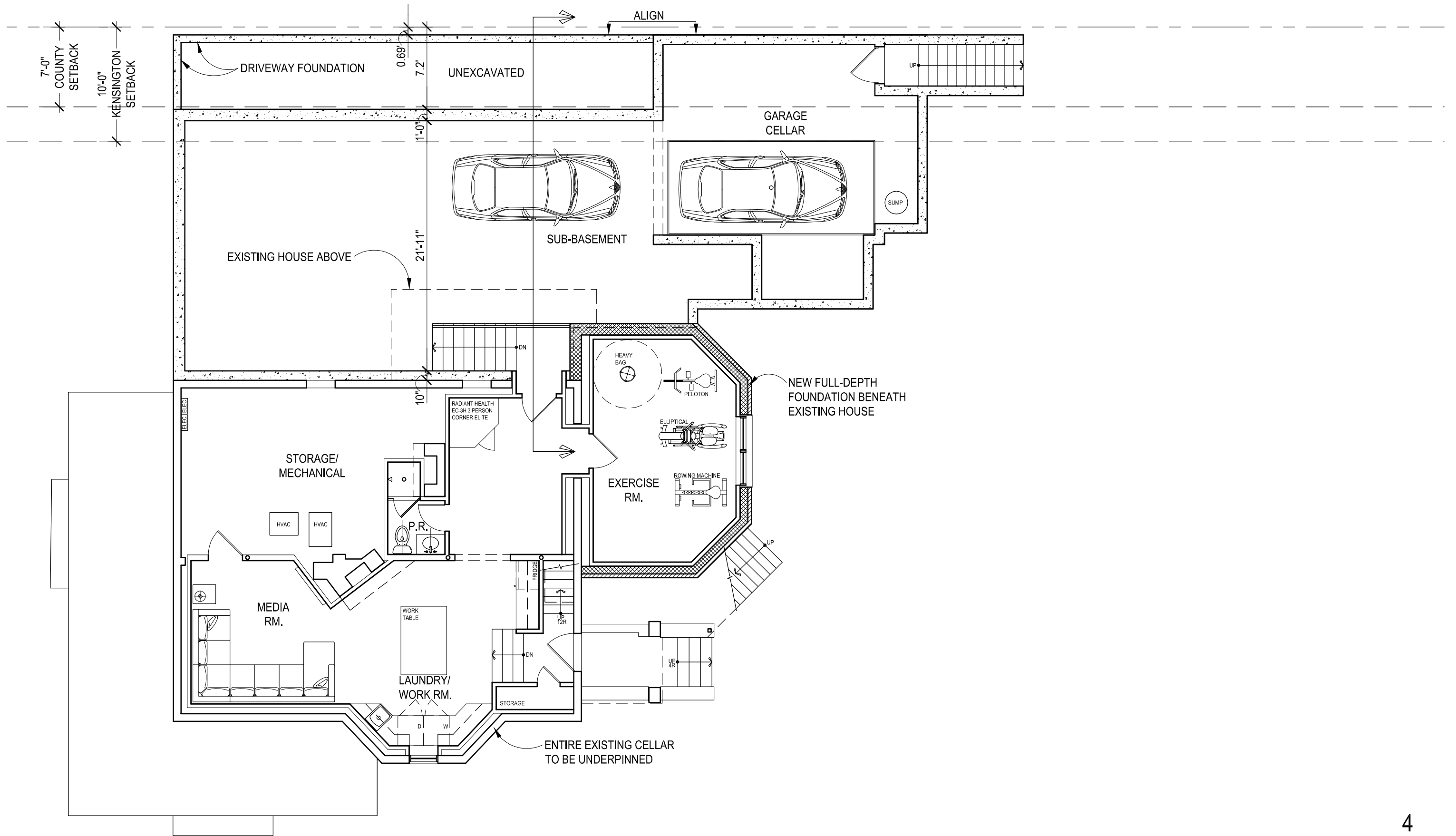
PROPERTY LINE

7' COUNTY SETBACK

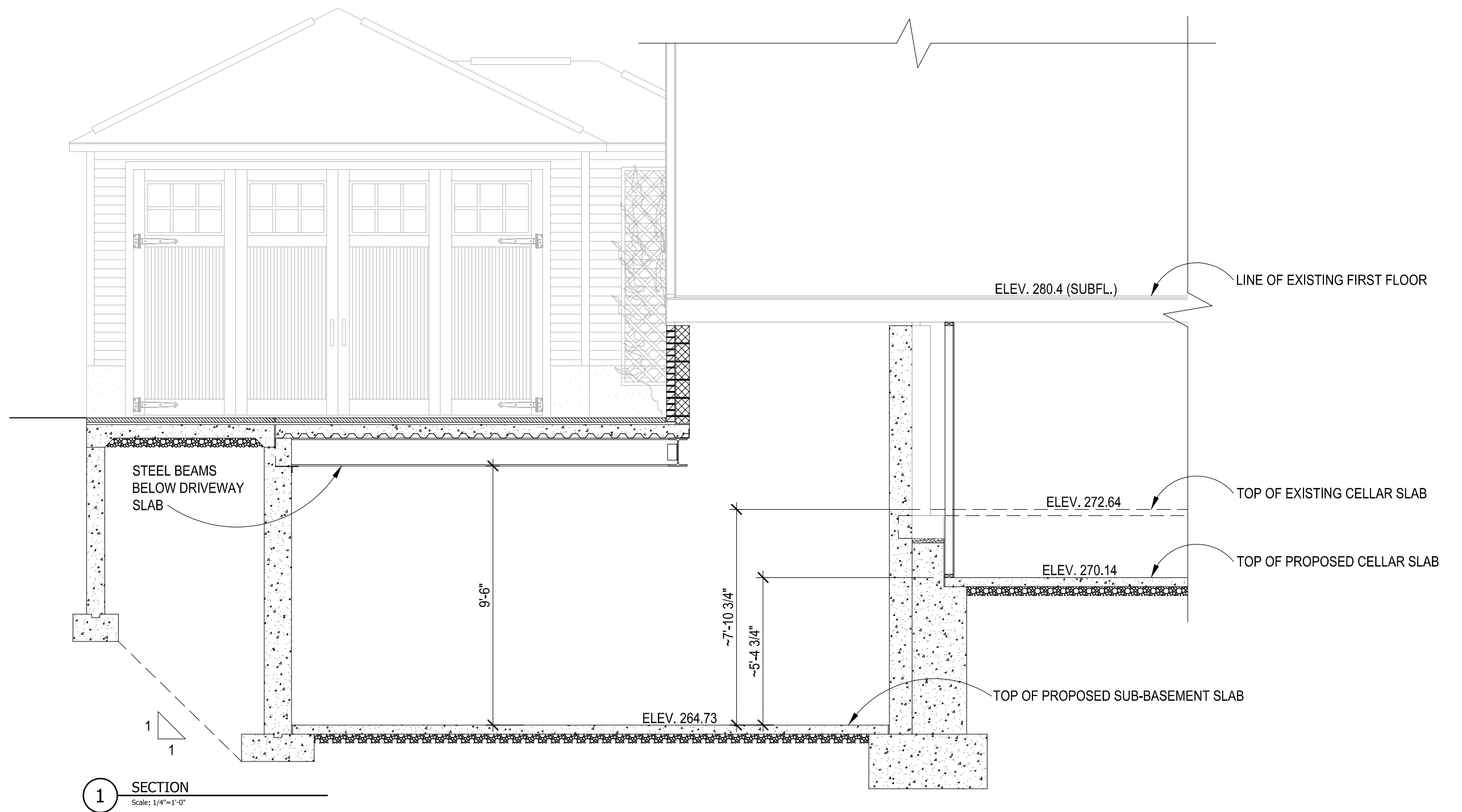
10' TOWN OF KENSINGTON SETBACK



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



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



Resolution No. R-13-2021

Adopted:

A Resolution of the Mayor and Council of Kensington Approving a License Agreement with Potomac Electric Power Company to install Electric Vehicle Charging Stations at the Town Hall parking lot and the Town parking lot at the Kensington Train Station.

WHEREAS, the Town desires 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 the Potomac Electric Power Company ("PEPCO") has requested authorization to install, operate, and maintain four electric vehicle charging station facilities in each of two locations in the Town; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to authorize PEPCO to install, operate, maintain and remove electric vehicle charging station facilities on Town Property at the Town Hall parking lot and the Town parking lot at the Kensington Train Station under the terms and conditions set forth in a License Agreement which is approved by this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Town of Kensington that a License Agreement in substantially the form attached, be and it is hereby approved.

ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 12th day of July, 2021.

EFFECTIVE the 12th day of July, 2021.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: _____
Susan C. Engels, Clerk – Treasurer

Tracey C. Furman, Mayor

LICENSE AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATION

THIS LICENSE AGREEMENT ("Agreement") made as of the ____ day of _____, 20__ ("Effective Date") between the Town of Kensington, 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 Kensington Town Hall Public Lot, 3710 Mitchell Street, Kensington, MD 20895 and at Kensington parking lot at the MARC station, 3711 Howard Avenue, Silver Spring, MD 20902 (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 locations approved by the JURISDICTION AND DEPICTED ON ~~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/Termination.** 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. This Agreement shall terminate upon the expiration of the term as it may be extended under this paragraph or upon termination of use by PEPCO of the JURISDICTION property as authorized 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 approval of the JURISDICTION for the installation plans and all- applicable permits for the construction and installation, of the Charging Stations Facilities.

5. **Maintenance.** PEPCO or its contractor shall be responsible for the continual maintenance of the Charging Station Facilities and related equipment in a safe and operable condition. PEPCO will obtain all required permits, before performing maintenance work. 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:

Matt Hoffman
Town Manager
Town of Kensington
3710 Mitchell Street
Kensington, MD 20895

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. Insurance and Indemnification. PEPCO and its contractor(s) shall maintain general liability insurance coverage for the charging station facilities naming the JURISDICTION as an ADDITIONAL insured so as to protect the JURISDICTION against any and all claims for personal and property injuries, including death, and coverage for environmental impairment exposures, in the amount of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. PEPCO and its

contractor shall also secure workers' compensation coverage meeting or exceeding Maryland statutory requirements and provide to the JURISDICTION a waiver of subrogation endorsement which documents the workers' compensation carriers agreement to waive all rights of subrogation against the JURISDICTION, its officers, officials, employees, and volunteers for losses which arise from the work performed by PEPCO or its contractor. PEPCO and its contractor will also secure appropriate Auto Liability Coverage to stipulate coverage in the amount of \$2,000,000 Combined Single Limit per accident for bodily injury and property damage. PEPCO shall provide the JURISDICTION with a certificate and appropriate endorsements evidencing that the insurance required herein is in effect each year prior to the beginning of operations. PEPCO shall similarly request and review contractor(s) coverage for the adherence to insurance and indemnification requirements.

Formatted: Indent: Left: 0.06", First line: 0.31", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0.75", Tab stops: 0.5", List tab + Not at 0.75" + 0.82"

PEPCO shall obtain an insurance certificate and endorsement from its contractor(s) and then provide same to the JURISDICTION prior to initiating installation of the charging station facilities

PEPCO and its contractor(s) shall indemnify and save harmless the JURISDICTION and all of its officers, employees, agents, representatives, and servants, from any and all liability, loss, damages, claims, causes of action, judgments, and expenses, including reasonable attorney's fees, to the extent arising out of or resulting from the installation, maintenance, operation, use and/or removal of the charging station facilities except to the extent caused by the negligence or willful misconduct of the JURISDICTION, including but not limited to the Local Government Tort Claims Act, Section 5-303 (a), Courts & Judicial Proceedings Article, Annotated Code of Maryland. Provided, however, that nothing in this Agreement will be construed as waiving common law and other governmental immunities or the provisions §5-301 *et seq.* and §5-507, Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland on the part of the JURISDICTION.

9-10.

10-11. **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.

11-12. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland.

12-13. **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~~ TOWN OF KENSINGTON

By: _____
Name: Tracey Furman
Title: Mayor

STATE OF MARYLAND:

SS:

COUNTY OF MONTGOMERY:

I hereby certify that on this _____ day of _____, 20219, before me, a Notary Public in and for the State and County aforesaid, personally appeared Tracey Furman, who acknowledged ~~herself~~ himself to be the Mayor of the Town of Kensington, and that ~~(s)~~he, in such capacity and being authorized to do so, executed the foregoing Agreement on behalf of the Town of Kensington for the purposes therein contained, and acknowledged the same to be the act and deed of the Town of Kensington.

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

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

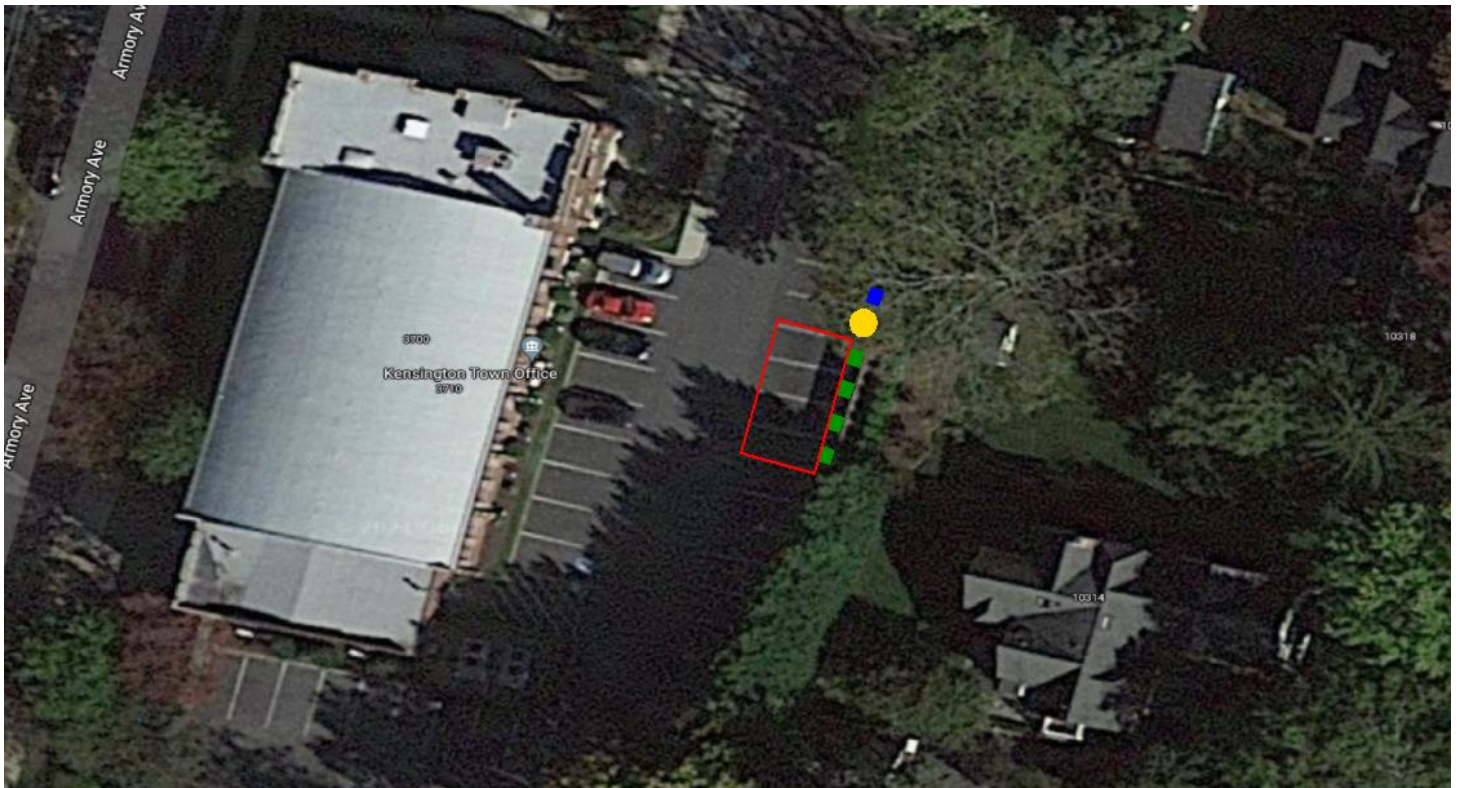
Legend:

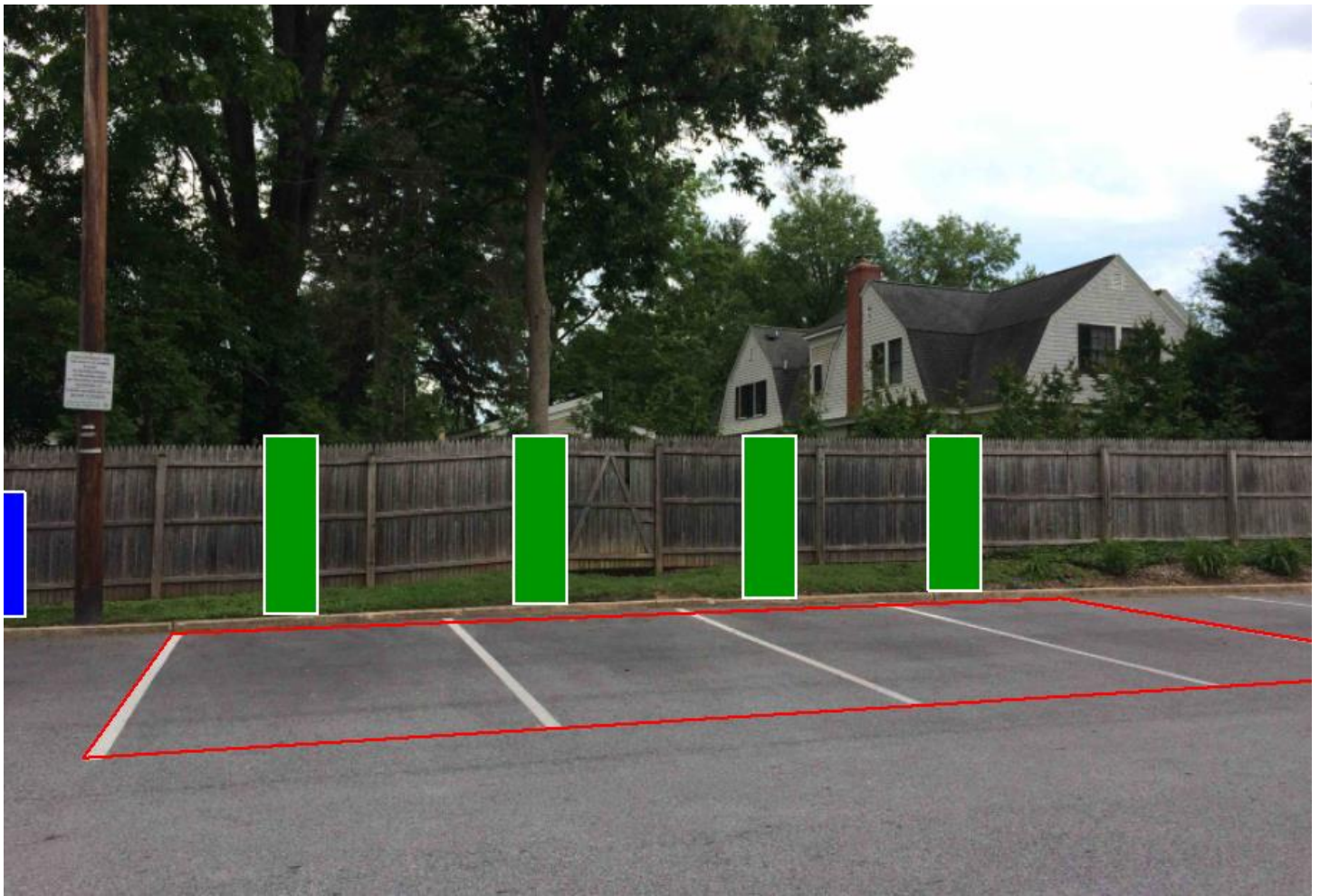
Gold: Ex Pole

Red: Parking Spaces

Green: Charging Station

Blue: Meter Cabinet





Reviewed & Approved by

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

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

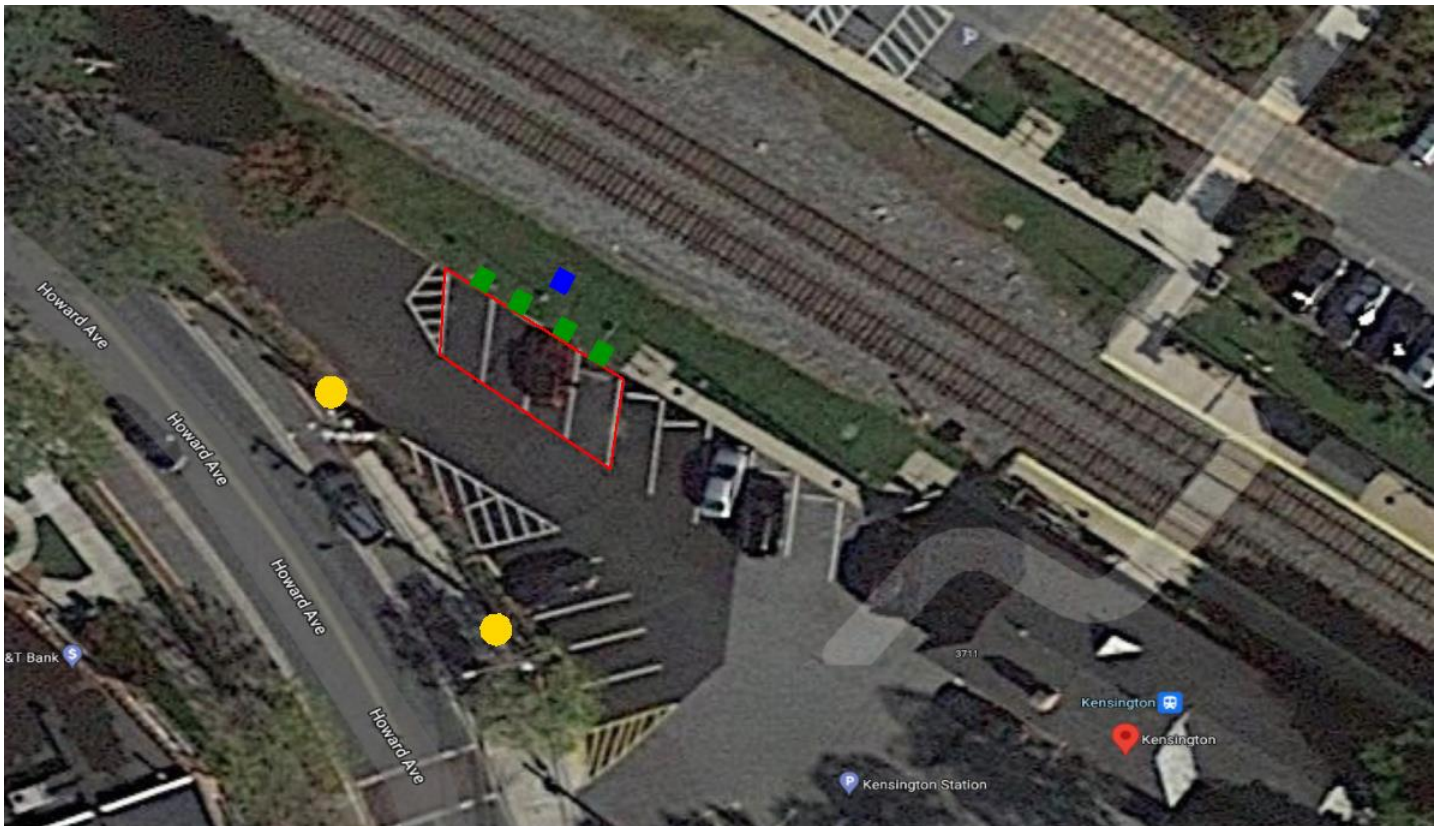
Parking Spaces Requested: 4

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