

**LICENSE AGREEMENT
FOR PEPCO ELECTRIC VEHICLE CHARGING STATION PROGRAM**

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

RECITALS

WHEREAS, the TOWN is the owner of the property located at Center Street, Washington Grove, MD 20880 (the “TOWN Property”); and

WHEREAS, PEPCO and TOWN 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 TOWN agrees to allow the installation, operation, maintenance and removal of electric vehicle charging station facilities on the TOWN Property under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, PEPCO and the TOWN hereby agree as follows:

1. **Recitals incorporated.** The above Recitals are incorporated herein.

2. **Use of the Town Property.** The TOWN hereby grants PEPCO, its successors, and with prior approval by the Town to its licensees and assigns, all subject to the terms set forth herein, the right and license to construct, install, reconstruct, operate and maintain the PEPCO owned electric vehicle charging station facilities, (“the Charging Station Facilities”) as described in the attached Exhibit **A** and upon, over, under and across the TOWN Property in the general location also described in Exhibit **A**.

The TOWN grants PEPCO, and its agents, contractors and subcontractors, the right of access at all times to the Charging Station Facilities, and subject to obtaining required permit approval from the Town, all of the following: the right to extend electric and communication lines by the most direct and practical pathways; the right to perform any needed vegetation management; including removal, the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or expanding the 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 TOWN Property, near the Charging Station Facilities

identifying the parking spaces adjacent to the Charging Station Facilities as available for electric vehicles using or in line to use the charging facilities in accordance with the approved plan and required permits. TOWN will not, nor permit others to, install buildings or structures under or over the Charging Station Facilities and will maintain the minimum horizontal clearances from the Charging Station Facilities as specified in Exhibit A. TOWN will not place shrubbery, trees, fences, or other obstructions 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 TOWN 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 within the area disturbed by PEPCO during the installation of the Charging Station Facilities

3. Term of Agreement/Renewal. This Agreement shall commence as of the Effective Date and expire five (5) years from the date that all Charging Station Facilities identified on Exhibit A first become operational in the aggregate (“Term”). Thereafter, the Term shall automatically renew for up to three (3) additional successive terms of five (5) years each (each a “Renewal Term”), provided PEPCO continues to use the TOWN Property as provided in Paragraph 2 above and until either Party delivers a notice of termination of this Agreement to the other Party no less than three (3) months prior to the expiration of any Term or Renewal Term.

4. Tariffs and Rates. Rates charged to Users will be those specified in the effective tariff filed with the Maryland Public Service Commission.

5. Installation of Charging Station Facilities Permits Required. Prior to the installation of the Charging Station Facilities, PEPCO or its contractor(s) must first obtain applicable permits for the construction and installation of the Charging Stations Facilities, including a Public Ways and Property Permit from the Town.

6. Maintenance. PEPCO or its contractor(s) shall be responsible for the maintenance of the Charging Station Facilities 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.

7. Insurance. During the Term and any Renewal Term of this Agreement, PEPCO and its contractor(s) who will access the Property shall maintain general liability insurance coverage for the Charging Station Facilities naming the TOWN as an additional insured in the amount of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. PEPCO and its contractor(s) shall also secure workers’ compensation coverage meeting or exceeding Maryland statutory requirements and provide to the TOWN a waiver of subrogation endorsement which documents

the workers' compensation carriers agreement to waive all rights of subrogation against the TOWN, its officers, officials, employees, and volunteers for losses which arise from the work performed by PEPCO or its contractor(s). PEPCO and its contractor(s) 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.

These insurance requirements may be met by a combination of insurance and self-insurance. Upon request, PEPCO shall provide the TOWN, for itself and its contractors, a statement of self-insurance by PEPCO or insurance certificate with appropriate endorsements evidencing the insurance required herein.

8. Indemnification. PEPCO shall indemnify and save harmless the TOWN and all of its officers, elected officials, employees, agents, representatives, and servants, from any and all liability for personal injury or property damage ("Liabilities"), to the extent resulting directly from (i) any breach or default by Licensee in performing any of its obligations under the provisions of this Agreement, or (ii) the negligence or gross negligence or willful misconduct of PEPCO in connection with the installation or maintenance of the Charging Station Facilities, except to the extent such Liabilities are caused by the negligence or willful misconduct of the TOWN, as defined and governed by 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 TOWN.

9. Removal/Ownership of Charging Station Facilities. Upon the termination of this Agreement, PEPCO shall terminate the below-grade electrical equipment and remove its above-grade property and return CITY'S/TOWN'S Property to, as nearly as reasonably practicable, the condition existing immediately prior to the Effective Date.

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

11. Force Majeure. The time for performance by PEPCO of any term, provision, or covenant of this Agreement, shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemic and any other cause not within the reasonable control of PEPCO, as the case may be; provided that PEPCO is without fault in causing or failing to prevent such occurrence, and such occurrence could not have been avoided by reasonable precautions and cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans, or other means.

12. 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 TOWN shall be sent to:

Town Clerk
300 Grove Avenue,
P.O. Box 216
Washington Grove, MD 20880

Notices to PEPCO shall be sent to:
Pepco, Manager Real Estate
701 Ninth Street, N.W., EP 4223
Washington, D.C. 20068

With courtesy copies that shall not constitute notice to
Pepco Legal Services
701 Ninth Street, N.W., Ninth Floor
Washington, D.C. 20068

13. 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.

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

15. Assignment. Except in the case of an assignment by PEPCO to its affiliate or successor, this Agreement may not be assigned, by license or otherwise, without the written consent of the TOWN.

16. Electronic Signatures. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

IN WITNESS WHEREOF, the TOWN 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: _____

THE TOWN OF WASHINGTON GROVE

By: _____

Name: John Compton

Title: Mayor

Exhibit A: Electric Vehicle Charging Infrastructure Plan

To be provided by Pepco with consultation with the Town

To include:

1. Site plan showing the location(s) and number of chargers [the following being provisional and subject to revision]:
 - i. Two dual Level 2 chargers at the Center Street parking lot opposite McCathran Hall and adjacent to Chestnut Road, capable of charging up to four vehicles simultaneously.
2. Design showing rendering and measurements of charging stations illustrating the size, design and color, all to be consistent with the appearance expected of facilities in the Town.
3. Signage designating EV Charging stations will be the minimum necessary and also be designed and installed consistent with appearance and character of the Town.
4. Other site details including pad and other features.
5. Signage: design, wording, size and location. Signs will be the minimum number necessary and be designed and installed consistent with appearance of the Town. Signage will indicate that parking spots intended for EV vehicle will be available for general parking during Hall events.