

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MAYOR AND CITY COUNCIL OF BALTIMORE
AND
BALTIMORE GAS AND ELECTRIC COMPANY
FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”), is entered into this 26th day of May, 2020, by and between the Mayor and City Council of Baltimore, a municipal corporation of the state of Maryland, acting by and through its Department of Transportation (collectively, the “City”) and Baltimore Gas and Electric Company (“BGE”), a public utility duly organized and existing under the laws of Maryland.

WHEREAS, the City desires to promote the use of electric vehicles in the City and to improve the City’s electric vehicle charging infrastructure through installation of publicly-available electric vehicle charging stations and related equipment (collectively, “EV Stations”) at various locations on City owned property and right of way; and

WHEREAS, BGE has implemented the EVsmart program to encourage the usage of electric vehicles in the City and elsewhere throughout BGE’s electric distribution service territory; and

WHEREAS, BGE owns EV Stations and wishes to install them in City-approved locations throughout the City in accordance with the terms of this MOU and the directives of the Maryland Public Service Commission; and

WHEREAS, the City is willing to permit the installation, maintenance and operation of EV Stations by BGE on City property pursuant to this MOU, and in the event of installations on City right of way and Recreation and Parks’ property provided BGE obtain a franchise as required by the City Charter, the cost of which, if any, is to be determined by the City Board of Estimates; and

WHEREAS, the City and BGE desire to enter into this MOU to set forth the terms and conditions by which BGE may install, maintain and operate its EV Stations in the City

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

I. Purpose of MOU

The purpose of this MOU is to establish a framework for BGE to provide EV Stations at agreed locations in the City on a no-cost, turnkey basis for the City (the “Project”). The Project includes installation, supplying electric power, technical and labor support as well as data analytics and monthly reporting, and maintenance and repair of the EV Stations. The EV Stations must be made available to the public on a first come, first served basis 24 hours per day, seven days a week for a period of five (5) years unless the Project is terminated sooner in accordance with this MOU or by the Maryland Public Service Commission.

II. Payments, Source of Funding

BGE agrees to:

- 1) Fund the entire Project; and
- 2) Refrain from billing the City for any portion of the Project.

III. Term

The term of this MOU shall commence upon approval of the Baltimore City Board of Estimates and last for a period of five (5) years beyond the date of completion of the last of the EV Stations, unless terminated sooner in accordance with the terms of this MOU.

IV. Obligations of BGE

- 1) BGE shall comply with all City Standard Specifications (Green Book), rules and regulations for installation and operation of each EV Station. Design drawings and specifications must be approved in advance by the City. In addition to the requirements of the Green Book, BGE shall comply with those requirements of the Baltimore City building code which are more stringent, but only to the extent of such requirements. All work, equipment and material shall comply with the National Electric Code and all local codes. All EV Stations shall bear an Underwriters' Laboratories (UL) label. If it is not possible for an EV Station to be furnished with a UL label, BGE shall have a certified testing agency certify that the equipment is acceptable to UL Standards.
- 2) EV Stations may only be installed at locations designated or otherwise approved by the City. The City agrees to cooperate with BGE in the selection and approval of locations. Pursuant to section VI (1) of this MOU, BGE shall provide the City with advance notice of an intended installation in a specific location. The City may be present and observe the installation process at its discretion.
- 3) The term, "Equity Zone", as used in this MOU means an area designated by the City and determined by the City as requiring equitable access to and installations of EV Stations in underserved areas of the City.
- 4) BGE shall obtain, at its sole expense, all permits, authorizations and approvals needed in order to install and operate EV Stations, shall give all necessary notices, and pay all governmental taxes, fees, and other costs in connection with the installation and operation of EV Stations.
- 5) BGE shall be solely responsible for all aspects of the installation of the EV Stations and connecting the EV Stations to a power source that shall be separately metered and not part of any City metered power sources or usage. BGE shall be solely responsible for the payment of all electric usage charges for each EV Station installed and the

City shall have no obligation to pay for electric usage or pay for any other charges associated with the EV Stations.

- 6) At its sole cost and expense, BGE shall design and erect appropriate signage at installed EV Stations which are acceptable and approved by the City.
- 7) BGE shall be permitted to charge users of EV Stations at rates set by the Maryland Public Service Commission and shall be solely responsible for the charges, billing procedures and collection and the City shall have no responsibility for setting the rates to be charged, billing procedures, collections or any other aspect of BGE's process for charging for the use of the EV Stations. After the first year of the EV Station installation and subject to approval by the Maryland Public Service Commission, BGE must establish and implement a process by which any vehicle which is parked at an EV Station and has achieved full battery charge, will be billed at a modest amount approved by the Maryland Public Service Commission per minute above the normal billing rate required by BGE (the "Idling Fee"). Certain EV Stations may be exempt, in whole or in part, from the Idling Fee requirement if approved by the City.
- 8) The Parties agree that the City reserves the right to charge a reasonable excise tax for parking at EV Stations at a rate approved by the Mayor and City Council of Baltimore.
- 9) BGE shall repair, remove or replace any broken or damaged EV Station within 48 hours after notification to BGE or discovery by BGE of the broken or damaged EV Station. In the event that a broken or damaged EV Station also poses a hazard to members of the public or users of the EV Station, BGE shall immediately upon notification or learning of the hazard to the public, deactivate, deenergize and render safe the EV Station. BGE shall repair, remove or replace the hazardous EV Station within 48 hours after notification to BGE or discovery by BGE of the hazardous EV Station. In the event that BGE fails to comply with the provisions of this Section IV (9), the City shall have the immediate right to terminate the City's approval and use of the broken or damaged EV Station at issue. Upon termination the shut down and removal provisions of Sections VII and VIII of this MOU shall apply the EV Station at issue.
- 10) In the event that any user of an EV Station lodges a complaint with the City, BGE shall be notified by the City and BGE shall respond to the user, with a copy to the City, within three (3) days after receipt of the complaint. If BGE receives a complaint directly from a user, it shall reply within three (3) days after receipt of the complaint and provide a copy of the complaint and response to the City.
- 11) In the event that BGE removes an EV Station from its approved location and does not replace the EV Station, BGE shall, at its expense, restore all City-owned property

(public right-of-way or off-street) back to its original (pre-installation) condition or better.

- 12) In the event a parking lane in the right-of-way is re-purposed for other activity such as a dedicated bus or bicycle lane and there is a BGE EV station present, BGE shall be responsible for removal of the EV Station at their own cost and the City shall not be responsible for the loss of revenue or service coverage. The City will work with BGE to locate in an expedited manner a suitable alternative location for installation of the previously-removed EV Station.
- 13) BGE shall provide and file with the City a five-year repair and maintenance plan for the EV Stations.

V. Data Reporting

BGE shall implement, at its sole expense and cost, for each of the EV Stations permitted by this MOU a process of data collection that will record the number of users per EV Station on a daily basis, the time(s) of day that an EV Station is in use charging a vehicle, the regular charging usage fee. Such reports shall be provided to the City, on a monthly basis, in a format usable by the City. BGE will manage the data collection, aggregation, and warehousing relating to the use of the EV Stations for the five (5) year term of this MOU. After the expiration of this MOU, BGE shall provide a final program report to the City and cease all data collection, unless given written permission by the City.

VI. City's Obligations

- 1) The City shall designate Equity Zones in which EV Stations are to be located to ensure that all areas of the City shall have access to EV Stations.
- 2) Upon notification from BGE, any member of the public, City official or police officer that a vehicle is parked illegally at an EV Station, the City shall make reasonable efforts to respond to the location and cite and tow the offending vehicle.

VII. Termination for Cause

If through any cause, BGE fails to fulfill in a timely and proper manner its obligations under this MOU, including securing permission from the Public Service Commission to charge an idling fee as provided in Section IV (7) of this MOU, or if BGE violates any of the terms and conditions of this MOU, the City shall thereupon have the right to terminate this MOU, after giving written notice to BGE, of its intent to terminate the MOU and specifying the grounds of termination.

BGE shall have thirty (30) days from receipt of notice of intent to terminate to cure the default. If the default is cured within the stated time, the MOU shall continue, as if no default had occurred. But, if BGE has not cured the default within the said thirty (30) days, the MOU shall terminate without further notice. Upon termination, BGE shall immediately shut down all

EV Stations. BGE shall remove all EV Stations and restore the City property or right of way to its original condition as required by section IV (8) of this MOU. Removal of all EV Stations must be completed within a reasonable amount of time.

VIII. Termination for Convenience

The City shall have the right to terminate this MOU at any time during the term of the MOU, for any reason, including without limitation, its own convenience, upon thirty (30) days' prior written notice to BGE. Upon receipt of a termination for convenience notice, BGE shall immediately shut down all EV Stations. BGE shall remove all EV Stations and restore the City property or right of way to its original condition as required by section IV (8) of this MOU. Removal of all EV Stations must be completed within a reasonable amount of time.

IX. Indemnification

Notwithstanding any other provisions in the MOU, BGE shall indemnify, defend, and hold harmless the City, its elected/appointed officials, departments, employees, agents and volunteers (collectively, "the Indemnified Parties") from any and all claims, demands, suits and actions, including reasonable attorney's fees and court costs connected therewith, brought against the Indemnified Parties ("Claims") arising as a result of any willful or negligent act or omission of BGE, its employees, agents, and volunteers in the performance of the Project, except for Claims arising out of the willful or negligent act or omission of the Indemnified Parties. This indemnification provision shall survive termination of this MOU.

X. Insurance

BGE shall continue to maintain during the life of this MOU Workers' Compensation coverage as required by the State of Maryland, as well as coverage required for this work by applicable Federal or other state law.

In lieu of Commercial Insurance, BGE may elect to self-insure for any of its requirements under this Agreement. If BGE elects to self-insure risks for which commercial insurance is required under the provisions of this Agreement, BGE shall provide a statement documenting its equivalent coverage through self-insurance.

XI. Right of Entry

The City represents and confirms that it is the fee simple owner of the locations and rights of way shown on Exhibit A (the "City EV Locations") and that the City has the full right and authority to enter into this MOU and permit entry upon the City EV Locations for the duration of the Project. Subject to the terms and conditions of this MOU, the City hereby grants to BGE the right to enter upon the City EV Locations in order to stage and mobilize for construction, install, construct, and do all things necessary to complete the Project. The parties agree that this MOU shall be the only document necessary to grant BGE full access to the City EV Locations for the duration of the Project and that no further agreements or documents need to be executed to effectuate full access rights. Execution of this Agreement by the City shall not constitute a right of entry for BGE to enter or work anywhere but the City EV Locations. The parties agree that the right of entry granted herein does not convey any right, title or interest in and to any City property

other than the right to enter onto City EV Locations pursuant to this MOU.

XII. Representations and Warranties

BGE is a corporation duly organized, validly existing, and in good standing under the laws of Maryland, with full power and authority to conduct its business as it is now being conducted, to own or to use the properties and assets that it purports to own or use, and to perform all of its obligations under this MOU.

XIII. Notice

All notices required or permitted hereunder to be given by either party to the other shall be in writing and shall be sent via United States certified mail, return receipt requested, or hand delivered to the parties at the addresses below:

To the City:

With copies to:

To BGE:

Director of Strategy
2 Center Plaza
110 West Fayette Street, 15th Floor
Baltimore, Maryland 21201

With a Copy to:

BGE Legal Department
2 Center Plaza
110 West Fayette Street, 12th Floor
Baltimore, Maryland 21201

XIV. Maryland Law Prevails

The law of Maryland, exclusive of its conflicts of laws rules, shall govern the interpretation and enforcement of this MOU.

XV. MOU Binding on Successors and Assigns

This MOU shall bind the respective successors and assigns of the parties.

XVI. Assignment or Transfer

BGE may not sell, transfer, or assign any of its obligations under this MOU, or its rights, title, or interest in this MOU, without the prior written consent of the City.

XVII. Amendments to MOU

No amendment to this MOU is binding unless it is in writing and signed by both parties.

XVIII. Merger

This MOU and attached Exhibit(s) embody the whole agreement and understanding of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter other than those contained herein or incorporated herein by reference.

XIX. Severability

If any provision of this MOU is deemed unlawful or unenforceable, all remaining provisions of this MOU shall continue in full force and effect.

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IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this MOU to be executed, sealed and delivered the day and year first above written.

ATTEST:

MAYOR AND CITY COUNCIL OF
BALTIMORE

Custodian of the City Seal

By: _____
Steve Sharkey, Director
Department of Transportation

Custodian of the City Seal

By: _____
Peter E. Little, Executive Director
Parking Authority of Baltimore City

Custodian of the City Seal

By: _____
Lisa McNeilly, Director
Baltimore Office of Sustainability

BALTIMORE GAS AND ELECTRIC
COMPANY

ATTEST

By:  _____
Divesh Gupta, Director of Strategy

Approved for Form and Legal Sufficiency
this _____ day of _____, 20

Approved by the Board of Estimates

By: _____
Chief Solicitor

Clerk

Date