



**Abaris Realty, Inc.**

7811 Montrose Road, Suite 110, Potomac, MD 20854

301-468-8919 • Fax: 301-468-0983

Web Site: [www.abarisrealty.com](http://www.abarisrealty.com)

Serving the DMV Metro Area Since 1975

## **APPROVED ELECTRIC VEHICLE** **CHARGING POLICY**

TO: CLARKSBURG CONDOMINIUM II UNIT OWNERS

FROM: SHIREEN AMBUSH, PCAM  
PROPERTY MANAGER

A handwritten signature in blue ink, appearing to read 'S.A.', is written over the name 'SHIREEN AMBUSH'.

DATE: FEBRUARY 28, 2022

Enclosed for your records is the Electric Vehicle Charging Policy that the Board of Directors formally adopted after hearing comments from owners at the recent virtual Board meeting that was held on Wednesday, February 23, 2022. The Policy is effective immediately.

If you have any questions or comments on the approved Policy, please send them in writing via email to [sambush@abarisrealty.com](mailto:sambush@abarisrealty.com). On behalf of the Board, I thank you for your attention to this matter.

## CLARKSBURG CONDOMINIUM II

### Electric Vehicle Supply Equipment

#### Recitals:

- A. Section 2.4.10 of the Bylaws ("Bylaws") of Clarksburg Condominium II ("Condominium") provides that the business and affairs of the Council of Unit Owners ("Council") shall be managed by the Board of Directors ("Board").
- B. Section 2.4.10(b)(xiii) of the Bylaws provides that the Board has the authority to adopt and enforce rules and regulations for the Condominium and the unit owners.
- C. Section 11-109(d)(15) of the Maryland Condominium Act ("Act") authorizes the Council to impose and receive charges and fees for the use or operation of common elements.
- D. The Council has installed Electric Vehicle Supply Equipment ("EVSE"), as an improvement to the common elements, for use by residents and non-residents as a convenience.
- E. For the benefit and protection of the Council and of the unit owners and residents of the Condominium, the Board wishes to establish rules governing the use of the EVSE.

**NOW THEREFORE THE BOARD HEREBY RESOLVES** that the following rules are hereby adopted, in accordance with Section 11-111 of the Act:

#### **I. PRIOR WRITTEN APPROVAL REQUIRED**

Any resident or unit owner who wishes to use the EVSE must submit a written request to the managing agent. If the unit owner, or the owner of the unit where the resident resides, is delinquent in the payment of any amount owed to the Council, or is at that time in violation of any of the provisions of the Condominium's Declaration, Bylaws or Rules, the request to use the EVSE will be denied.

#### **II. WRITTEN AGREEMENT**

After receiving written approval to use the EVSE, the resident or unit owner ("User") must sign and thereafter must comply with a Revocable License and Indemnification Agreement in the form attached hereto as Exhibit A ("EVSE Agreement"). Authorization to use the EVSE will not be effective until the EVSE Agreement has been signed by the User and the Council.

#### **III. EVSE OPERATION**

1. The EVSE must at all times be used in a safe and responsible manner, in compliance with all posted instructions, in compliance with the EVSE Agreement, in compliance with the Condominium's Declaration, Bylaws and Rules, and in compliance with applicable laws and regulations.

2. If the EVSE malfunctions or requires maintenance or repair, the User must report that immediately to the managing agent.

3. In the event of an emergency, accident or injury in connection with use of the EVSE, the User will be responsible for calling "911" immediately and then for reporting the incident to the managing agent.

#### **IV. ENFORCEMENT**

If a User fails to comply with applicable law, or with the Condominium's Declaration, Bylaws or Rules, or fails to fulfill all obligations under the EVSE Agreement, the Board may revoke the User's authorization to use the EVSE.

## EXHIBIT A

### CLARKSBURG CONDOMINIUM II

#### REVOCABLE LICENSE AND INDEMNIFICATION AGREEMENT FOR USE OF ELECTRIC VEHICLE SUPPLY EQUIPMENT

**THIS AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between the Council of Unit Owners of Clarksburg Condominium II, Inc. ("Council"), acting by and through its Board of Directors ("Board") and \_\_\_\_\_ ("User"), the owner or resident of the Unit at \_\_\_\_\_ [ADDRESS] \_\_\_\_\_ ("Unit") in Clarksburg Condominium II ("Condominium"). The User has registered the following email address with the JuicePass Enterprise mobile application: \_\_\_\_\_ [EMAIL ADDRESS] \_\_\_\_\_ .

#### RECITALS

- A. The Council is responsible for the regulation, maintenance and operation of the common elements of the Condominium.
- B. The Council has installed electric vehicle supply equipment ("EVSE") on the common elements.
- C. The User has requested, and has been granted, permission of the Council to use the EVSE subject to this Agreement
- D. The parties wish to confirm the terms and conditions under which the User will be permitted to use the EVSE.

**NOW THEREFORE**, in consideration of the foregoing, and of the mutual promises and covenants contained herein, the parties agree as follows:

1. The Council hereby grants to the User a revocable license for use of the EVSE, subject to the terms and conditions of this Agreement. The parties understand and agree that the license is not a lease, easement or other interest in real property, and that the license may be revoked by the Council under the terms of this Agreement. The term of this Agreement ("Term") shall begin on the Effective Date and shall run for 1 year, provided, however, that this Agreement shall terminate automatically when the User ceases to reside in the Condominium. At the end of the Term, unless earlier terminated, this Agreement shall automatically be renewed on the anniversary of the Effective Date for an additional term of 1 year. This Agreement thereafter automatically shall be renewed every year on the anniversary of the Effective Date, for subsequent additional terms of 1 year each, until terminated.

2. The User shall be responsible for paying the following:
  - a. To be paid directly to the Council:

A non-refundable application fee in the amount of \$50.00 (paid to the Council).  
A fee in the amount of \$25.00 for each optional RFID card requested by the User.
  - b. To be paid through the JuicePass mobile application when using the EVSE:

Usage charges based on time and electricity consumption, as set forth on Exhibit A to this Agreement. The User acknowledges and agrees that the usage charges may be changed from time to time, without prior notice.
3. The User and all persons authorized by the User shall at all times use the EVSE in compliance with posted instructions and in compliance with applicable laws, codes and regulations, and in compliance with the Condominium's Declaration, Bylaws and Rules that may be adopted or amended by the Council from time to time.
4. If the User, or any person authorized by the User to use the EVSE, causes damage to the EVSE or to other common elements, all costs arising in connection with such damage shall be paid by the User within 30 days after written notice from the Council.
5. The User shall promptly report to the Council any malfunction of the EVSE or any need for repair or maintenance. The User shall immediately notify the Council of any injury or accident involving the EVSE and of any action by the Council that may be necessary to reduce the risk of property damage or personal injury.
6. The User understands and assumes any and all risks, hazards and costs associated with the use of the EVSE. The Council and its members, directors, officers, agents, employees and contractors shall have no liability to the User or to any other party for any claims, losses, damages, injuries, demands, costs, expenses, actions, causes of action, violations or proceedings of any kind, arising in connection with the use of the EVSE by User or by any person authorized by User to use the EVSE. The User hereby releases, and shall indemnify and hold harmless, the Council and its members, directors, officers, agents, employees and contractors, from and against any and all such claims, losses, damages, injuries, demands, costs, expenses, actions, causes of action, violations or proceedings of any kind, including costs and attorney's fees. The User's indemnification obligations shall survive termination of this Agreement.
7. The Council, in its discretion, shall have the right at any time to remove or relocate the EVSE, or to suspend use of the EVSE, when necessary for the Council to perform its obligations for the maintenance and operation of the common elements or any other legal obligations.
8. The Council shall have the right to terminate this Agreement if the User is in default under this Agreement, or under applicable law or any provision of the Condominium's

Declaration, Bylaws or Rules, after 7 days' written notice to the User. The Council shall have the right to terminate this Agreement immediately, without notice, if the Council determines that the EVSE presents a risk to health or safety, or if such termination is otherwise in the best interest of the Council or of residents of the Condominium.

9. The User shall have the right to terminate this Agreement, with or without cause, at any time by giving written notice to the Council, provided, however, that the User shall remain liable under the terms of this Agreement for any amounts owed but unpaid to the Council as of the date of termination.
10. Any failure or forbearance by the Council to assert or enforce any right or remedy under this Agreement shall not be construed as a waiver of the Council's right to do so on any other occasion. Nothing in this Agreement shall be construed as an election of remedies or as a waiver or limitation of any remedy available to the Council in the event of a breach of this Agreement by the User. The Council reserves the right to exercise any and all other rights, powers and remedies available to it under applicable law.
11. This Agreement and any matter or dispute arising out of this Agreement, shall be governed and interpreted in accordance with the laws of the State of Maryland without regard to conflict of laws principles. Any legal action in connection with this Agreement shall be filed in the Circuit Court of Montgomery County Maryland, or in the District Court of Maryland for Montgomery County, and the parties consent to such courts' exclusive jurisdiction. In the event of any such legal action, the prevailing party shall be entitled to an award of costs and attorney's fees, in the discretion of the court.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the date first set forth above.

**USER**

\_\_\_\_\_

**COUNCIL OF UNIT OWNERS OF  
CLARKSBURG CONDOMINIUM II, INC.**

By: \_\_\_\_\_

## **EXHIBIT A**

### **CHARGES FOR USE OF THE EVSE**

As of the date of this Agreement, the following EVSE usage charges are in effect:

\$0.20 per kilowatt hour (electricity consumption)

\$0.05 per hour (time using the EVSE)

\$0.00 (zero) idle fee

\$0.00 (zero) connection fee

**THESE RATES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT PRIOR NOTICE.**