

# **PRELIMINARY LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the City of Alexandria, a municipal corporation of Virginia (the "City" or "Licensor"), and \_\_\_\_\_ ("Licensee"), a \_\_\_\_\_; (the City and Licensee together the "Parties").

## **RECITALS**

1. Under Sec. 15.2-2009 of the Code of Virginia and § 2.04(e) of the City Charter, a locality may authorize encroachments on public rights-of-way "subject to such terms and conditions as the governing body may prescribe;"
2. In February 2026, the City Council adopted an ordinance establishing curbside electric vehicle charging program standards and delegating to the City Manager authority to approve site-specific encroachments within public right-of-way when such program standards are met;
3. This Agreement is intended to serve as an encroachment agreement and revocable license, granting Licensee a limited, non-exclusive right to encroach upon and occupy portions of the City's public right-of-way for the installation, operation, and maintenance of publicly accessible electric vehicle supply equipment ("EVSE"), subject to the terms and conditions set forth herein;
4. The Licensee is in the business of providing, operating, and maintaining curbside electric vehicle charging infrastructure for public use;
5. The Licensee desires to occupy the Licensor's Public Rights-of-Ways by installing the EVSE on the City right-of-way area designated on **Exhibit A**, subject to the terms and conditions set forth below;

In consideration of the mutual promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

### **ARTICLE I – DEFINITIONS**

- 1.1 For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with another Person.

"Construction" means the installation and construction of the Facilities within the Public Rights-of-Way.

"Director" means the director of the Alexandria Department of Transportation and Environmental Services, or the Director's designee.

"EVSE" and "Facilities", which are used interchangeably, means the equipment and associated structures needed to transmit electrical power to an EV. EVSE could include a pedestal unit with charging cord connected to a utility vault, junction box, or other

source of electrical power with supporting structures, enclosures, conduit and/or cabinets housing associated equipment or cable. EVSE could also include a panel box with charging cord that attaches to a utility pole and contains ancillary equipment and conduit connected to an electrical power source. EVSE could also include a panel box and/or a pedestal unit without a charging cord.

"License" means the revocable, non-exclusive encroachment license granted by the City to Licensee under this Agreement to occupy and use designated portions of the Public Rights-of-Way for the Permitted Use.

"Maintenance" or "Maintain" means the maintenance, repair, and replacement (without any upgrade or expansion), and removal of the Facilities.

"Person" means a natural person or an association, partnership, corporation, or other legally recognized entity.

"Permitted Use" means the design, installation, ownership, operation, maintenance, repair, upgrade, and removal of EVSE for publicly accessible electric vehicle charging, as expressly authorized by this Agreement.

"Public Rights-of-Way" means the surface, the areas below the surface, and the air space above the surface of any and all public rights-of-way owned by or dedicated to the City of Alexandria which, during the term of this Agreement, are located within the corporate limits of the City of Alexandria, including: highways, roads, streets, lanes, alleys, curbs, sidewalks, bridges, overpasses, underpasses, and other similar rights-of-way.

## **ARTICLE II: GRANT AND SCOPE OF LICENSE**

2.1 Grant of License. In exchange for the consideration described herein, the City hereby grants to the Licensee a revocable, non-exclusive license to occupy and use limited portions of the Public Rights-of-Way depicted on Exhibit A solely for the Construction, operation, and Maintenance of the Facilities in accordance with the terms and conditions of this Agreement, the "City of Alexandria Curbside EV Charging Requirements," attached as **Exhibit B**, and all applicable laws. Nothing in this Agreement shall be deemed to limit the City's ability to allow other Persons to use the Public Rights of Way. In the event that there is a conflict between the provisions of this Agreement and Exhibit B, the more specific provision shall control. The City shall make such determination.

2.2 Scope and Location of License. The specific locations within the Public Rights-of-Way to which this License applies are shown on Exhibit A, which is incorporated by reference into this Agreement.

2.3 Permitted Use. The License granted under this Agreement authorizes Licensee to design, install, own, operate, and Maintain the EVSE for the use and benefit of the general public. Licensee shall not use the Public Rights-of-Way for any other purpose, nor conduct any other business thereon, without the City's prior written approval.

2.4 Compliance with Law. This Agreement and the License shall be subject to all applicable laws, ordinances, resolutions, policies, and regulations of the City and other governmental authorities.

2.5 Term of Agreement. This Agreement shall begin on the Effective Date and shall be in effect for an initial term of five (5) years, unless earlier terminated in accordance with this Agreement.

- a. The five-year term shall commence upon passing the final inspection by the City of the individual EVSE charger.
- b. This Agreement shall terminate automatically and without further action by either Party upon the effective date of a franchise or other successor agreement approved by the Alexandria City Council that authorizes Licensee to occupy or use the Public Rights-of-Way for EVSE for a term exceeding five (5) years. Upon such termination: (i) the franchise or successor agreement shall govern Licensee's continued occupancy and use of the Public Rights-of-Way; and (ii) all indemnification, insurance, removal, audit, and records-retention obligations under this Agreement shall survive to the extent applicable.

2.6 Third Party Site Host Agreements. If Licensee enters into a separate third-party site host agreement to connect to electrical power—such as, with a nearby property owner—then Licensee shall ensure that any third-party site host agreement meets the following requirements:

- a. The site host agreement must either be (1) assignable; or (2) automatically terminate upon sale of the subject property to another entity; in which case Licensee may enter into a new agreement with the subsequent owner of the property.
- b. The Licensee is encouraged to enter into third-party site host agreements with commercial buildings, including multifamily housing, rather than single-family residential buildings.

### **ARTICLE III – COSTS AND FEES**

3.1 Licensee Costs. Licensee shall, at no expense to the City, perform all work required to design, install, own, operate, and Maintain the EVSE installed pursuant to this Agreement. Nothing in this Agreement obligates the City to fund, reimburse, or otherwise contribute to any costs incurred by Licensee in connection with the Facilities.

3.2 Encroachment Fee. Licensee shall pay all encroachment-related fees associated with the Facilities, including annual fees, and any associated “EV Charging Only” parking designations in accordance with the applicable City Council resolution establishing the curbside EV charging program, as such resolution may be amended from time to time. In addition to all of the remedies provided by this Agreement, if any annual fee or other charge required by this Agreement is not received by City within ten (10) business days after it is due, the City may impose a late fee equal to the greater of Two Hundred and Fifty Dollars (\$250) or five percent (5%) of the amount of the delinquent annual fee or other charge for the month in which the annual fee or other charge is delinquent. Licensee shall pay any late fees immediately upon billing by City. The annual fee shall be due by January 10<sup>th</sup> of each year of the Term.

3.3 Permit Fees. Licensee shall pay all required permit, inspection, review, and other applicable fees prior to issuance of a permit to install the Facilities in accordance with the rates in

effect at the time of payment as set forth in the applicable City fee schedule in effect at the time of payment.

3.4 Removal of Facilities. If Licensee ceases operation of an EVSE, all applicable fees shall continue to accrue and be payable until: (a) the Facilities are fully removed from the Public Rights-of-Way; and (b) the City provides written confirmation that removal and restoration are satisfactory. Under no circumstances shall Licensee be entitled to a refund of any prepaid license fees.

#### **ARTICLE IV – DAMAGE TO PUBLIC RIGHTS-OF-WAY; UNAUTHORIZED USE**

##### **4.1. Damage to Public Rights-of-Way and Other Property by Licensee.**

a. Restoration of Public Rights-of-Way by Licensee. If, in the course of Construction or Maintenance or otherwise related to use of the Right-of-Way by Licensee, the Licensee damages or disturbs any portion of the Public Rights-of-Way or any other City-owned Property, Licensee shall promptly repair and restore such property, at its sole cost and expense, in accordance with the standards and to the satisfaction of the City.

b. Notice and Cure. If Licensee fails to restore damaged property, the City shall provide written notice of the condition and allow Licensee five (5) business days to initiate corrective action and thirty (30) business days to complete restoration, unless the City determines that a shorter timeframe is required to protect public health or safety. The Director may grant reasonable extensions if Licensee is diligently pursuing restoration.

4.2 Emergency Repairs by City. Notwithstanding Section 4.1, if the Director determines that damage or a condition related to the Facilities poses an immediate threat to public health or safety, the City may, without prior written notice, undertake emergency repairs or restoration. The City shall make reasonable efforts to notify Licensee prior to commencing such work if time permits. The City shall provide Licensee with written notice of the work performed and an itemized statement of reasonable costs incurred. Licensee shall reimburse the City for such costs within thirty (30) days of receipt.

4.3 Resurfacing and Street Restoration. The Licensee shall repave, resurface, and otherwise restore the Public Rights-of-Way disturbed by Construction, Maintenance, or other use of Public Right-of-Way in accordance with the then-current City standards.

4.4 Unauthorized Use. Any use of any Public Rights-of-Way or other City owned property by Licensee that is not expressly authorized by this Agreement shall constitute an unauthorized encroachment. Upon written notice from the City, Licensee shall immediately cease any such unauthorized use and remove any Facilities or equipment associated with such use. In addition to all other remedies, Licensee shall pay to the City liquidated damages in the amount of Five Hundred Dollars (\$500) per day for each day the unauthorized encroachment continues.

#### **ARTICLE V – INSURANCE AND INDEMNIFICATION**

5.1 Insurance Requirements. Licensee shall procure and maintain, at its sole cost and expense, insurance coverage meeting the requirements of this Article for the full term of this Agreement and any period during which Facilities remain in the Public Rights-of-Way.

a. **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY INSURANCE.** At a minimum, the Grantee shall carry the Statutory Limits of Workers' Compensation Insurance required under the laws of the Commonwealth of Virginia, and Employer's Liability Insurance with limits of at least \$500,000 per accident for Bodily Injury by Accident and \$500,000 policy limit/\$500,000 each employee for Bodily Injury by Disease.

b. **AUTOMOBILE LIABILITY INSURANCE.** The Grantee shall purchase and maintain during the life of this Franchise, the proper amount of comprehensive automobile liability insurance in the amount of no less than \$1,000,000 per accident for each owned, non-owned, and hired vehicle that is used in any way to complete the Work, as required under the laws of the Commonwealth of Virginia whether vehicle is registered in Virginia or not.

c. **COMMERCIAL GENERAL LIABILITY REQUIREMENTS.** The Grantee shall purchase and maintain during the life of this Franchise the following Commercial General Liability insurance coverage to include all subcontractors with limits no less than:

- \$2,000,000.00 Annual Aggregate
- \$1,000,000.00 Per Occurrence
- \$1,000,000.00 Products and Completed Operations
- \$1,000,000.00 Personal and Advertising Injury

d. **POLLUTION LIABILITY** (if project involves environmental hazards). The Grantee shall purchase and maintain Pollution Liability Insurance with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

e. **CYBER LIABILITY COVERAGE.** The Grantee shall purchase and maintain during the life of this franchise Cyber Liability insurance coverage to include all subservice providers with limits of no less than:

- \$5,000,000 Annual Aggregate
- \$2,000,000 Per Occurrence

Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Grantee in this agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs, as well as regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

f. **UMBRELLA LIABILITY COVERAGE**

- \$2,000,000.00 Per Occurrence

g. **SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Grantee shall also require all first-tier subcontractors who will perform work under this contract to procure and maintain Virginia statutory limits of Workers' Compensation

insurance. The Grantee shall furnish the City satisfactory evidence of subcontractors' insurance PRIOR to the subcontractor starting work.

5.2 Proof of all of the foregoing insurance policies shall be submitted to the City prior to License award and shall be maintained in full force for duration of the Term. Licensee shall provide a complete copy of any policy including any endorsements and related documents via PDF if requested. The policies shall stipulate that the insurance coverage shall not be changed or canceled unless the insured and the City is notified in writing. The City of Alexandria, VA, shall be named as an additional insured for Commercial General Liability and Automobile Liability Coverage. Grantee shall indemnify, defend, and hold harmless the City, for any and all liability, claims, expenses, lawsuits, etc., arising from this Agreement.

5.3 Indemnification. The City shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the acts or omissions of the Licensee, its contractors, agents, successors, and assigns pursuant to this Agreement. The Licensee hereby waives all claims against the City and its respective officers, agents, and employees related to this Agreement. The Licensee hereby indemnifies and saves the City and its respective officers, agents, and employees harmless from and against any and all liabilities, damages, claims, suits, costs (including court costs, attorneys' fees, and costs of investigation) and actions of any kind for claims arising from Licensee's breach of any of the terms and conditions of this Agreement or by reason of any act or omission by the Licensee, its contractors, agents, successors, and assigns in the performance of this Agreement.

a. The City, its officers, agents, and employees shall not be liable for any damage to, or loss of, any of the Licensee's services or facilities within the EVSE sites or any other areas of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work or activity or lack of any activity of any kind by or on behalf of the City.

b. The Licensee hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Licensee, its subcontractors, agents or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement.

c. The Licensee understands that the City is a municipal corporation of the Commonwealth of Virginia, and nothing contained in this Agreement or any other document related to the Agreement is a waiver of the City's sovereign immunity.

## **ARTICLE 6 – OTHER TERMS**

6.1. Replacement, Termination, and Expiration.

(a) Replacement. This Agreement shall terminate without further action by either party upon the effective date of a grant of a franchise by the Licensor that authorizes the Licensee to maintain the Facilities in the Public Rights-of-Way for a term longer than five years.

(b) Termination by Licensee. At any time after acceptance by the Licensor, this Agreement may be terminated by the Licensee, at its election and without cause, by delivering

written notice of termination to the Director at least 60 days prior to the effective date of such termination.

(c) Termination for Default. If the Licensee fails to comply with any material term or condition of this Agreement, the Licensee shall be considered in default. If such default continues for thirty (30) days after the Licensee has received written notice of the default from the Licensor, the Licensor may terminate the Agreement, effective immediately; provided, however, that such 30-day period will be extended for an additional period of time as is reasonable under the circumstances if the Licensee's violation cannot reasonably be cured within the initial 30-day period and if the Licensee has commenced a cure within such period and continues to diligently pursue such cure.

6.2 Removal. The Licensee, at its sole expense, shall remove its Facilities from all Public Rights-of-Way within 180 days after the termination or expiration of this Agreement, or within such later time as may be prescribed by the Director, unless a new agreement shall have been entered into before such expiration date under which the Licensee may continue to maintain its Facilities in the Public Rights-of-Way.

(a) Failure to Remove. If the Licensee fails to remove any of its Facilities as required by Section 6.2, such Facilities shall be considered to have been abandoned and conveyed to the Licensor by the Licensee, in which case they shall be thereafter become the property of the Licensor.

6.3 Remedies. In the event of a default by either Party, without limiting the non-defaulting Party's remedies, the non-defaulting Party may terminate the Agreement. Further, the City may at its option – but without obligation to do so – perform the Licensee's duty on the Licensee's behalf. The costs of any such performance by City shall be due and payable by the Licensee upon invoice therefor.

6.4 Non-Assignment. Licensee shall not assign its rights and duties under this Agreement without the prior written approval of the City.

6.5 Entire Agreement & Amendment. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may be amended only by a writing signed by the Parties.

6.6 Severability. If any clause, provision, or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement.

6.7 Incorporation into Agreement. All exhibits, schedules, and recitals are hereby incorporated by reference and form a part of this Agreement.

6.8 Governing Law/Venue. This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Any and all claims or for any and every

breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Alexandria, Virginia.

6.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement and bind the party represented.

6.10 Notices. A notice, communication, or request under this Agreement shall be sufficiently given or delivered if dispatched by either (a) certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight delivery service (next business day service), or (c) hand delivery (if receipt is evidenced by a signature of the addressee or authorized agent), and addressed to the applicable Parties as follows. Notice is deemed effective upon delivery or receipt:

**LICENSEE:**

**City:**

Jim Parajon, City Manager  
301 King Street  
Alexandria, Virginia 22314  
[James.parajon@alexandriava.gov](mailto:James.parajon@alexandriava.gov)

With copy to:

City Attorney  
City of Alexandria  
301 King Street  
Alexandria, Virginia 22314  
Attention: Bonnie Brown, Esq.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

**CITY OF ALEXANDRIA**

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

Title: City Manager

Date: \_\_\_\_\_

**LICENSEE**

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

Its:

Date: \_\_\_\_\_

[Exhibits on Following Pages]

**EXHIBIT A – CITY RIGHT-OF-WAY AREA OCCUPIED BY LICENSEE’S  
EVSE**

# **EXHIBIT B: CITY OF ALEXANDRIA CURBSIDE ELECTRIC VEHICLE CHARGING REQUIREMENTS**

## **1 Curbside EV Charging Station Siting Standards**

- 1.1 Electric Vehicle Supply Equipment (“EVSE”) cannot be installed on the following roads: King Street, Duke Street west of Route 1, Washington St. (George Washington Memorial Parkway), Patrick St., Henry Street north of Roundhouse Lane, and Richmond Highway.
- 1.2 Available information on the sites to assist in the Licensee’s analysis is provided in the following:
  - 1.2.1 Dominion Energy’s EV Hosting Capacity Tool Guide (**Appendix 1**): Guide for how to use Dominion Energy’s Electric Vehicle Capacity Map Tool to assist in the preliminary evaluation of grid capacity at potential locations
  - 1.2.2 [Curbside Electric Vehicle Charging Support Information Map](#): This map includes a heat map showing the location of registered electric vehicles (EVs) and plug-in hybrid electric vehicles (PHEVs) in the City of Alexandria, the City’s historic districts, residential parking districts, streets where chargers cannot be installed, the location of multi-family communities, and single family homes without a driveway or garage.
  - 1.2.3 Licensee must install a minimum of four charging ports. Licensee may not install more than 20 charging ports, without City approval.
- 1.3 Licensee may not install more than two charging ports per block, without City approval.
- 1.4 EVSE can be installed on blocks with 15 or more parking spaces.
- 1.5 EVSE shall not be installed within a radius of 0.25 miles, measured in a straight line, from the nearest existing publicly accessible curbside charging station, except EVSE that are allowed to be installed on the same block.
- 1.6 Licensee may request one parking space per EV charging port as EV Charging Only. The EV Charging Only parking space shall be:
  - 1.6.1 No more than twenty (20) feet in length.
  - 1.6.2 Not be in any location where parking is currently prohibited.
  - 1.6.3 Not conflict with, or limit the potential installation of, a transit stop, shared mobility docking station, or shared mobility corral, unless approved by the City.
  - 1.6.4 Not conflict with projects identified in the most recent Alexandria’s Transportation Master Plan, unless approved by the City.
  - 1.6.5 Not supersede any existing parking regulations, including but not limited to Residential Parking Permit Districts, Residential Pay by Phone, or metered parking.
  - 1.6.6 Not replace a loading zone, handicap parking, or other specially designated curb space use, unless such space replacement and restrictions have been reviewed by the Traffic and Parking Board pursuant to Section 5-8-3(f) and recommended for modification.

- 1.7 EVSE shall comply with Chapter 3, Section 309, "Operable Parts," of the Americans with Disabilities Act (ADA) Accessibility Standards and the following siting specifications:
  - 1.7.1 EVSE shall not present impediments to safe and efficient pedestrian passage, nor hinder ADA access, and will not diminish a minimum 36-inch clear sidewalk width.
  - 1.7.2 EVSE shall meet ADA requirements to include maintaining unobstructed a minimum of two (2) feet from the outermost edge of curb ramp flares and a five (5) foot radius at the top edge of curb ramps.
  - 1.7.3 The outer edge of the EVSE shall be placed a minimum of two (2) feet from the curb. A minimum of eighteen (18) inches from the curb may be allowed in constrained conditions.
  - 1.7.4 The inner edge of the EVSE shall not be within the clear pedestrian path of the sidewalk.
  - 1.7.5 EVSE shall be a minimum of five (5) feet from an alley or driveway.
  - 1.7.6 EVSE shall be a minimum of five (5) feet from a stop bar (line extended).
  - 1.7.7 EVSE must be located fifteen (15) feet or more from a fire hydrant.
  - 1.7.8 EVSE must be located more than twenty (20) feet from intersecting curb lines.
  - 1.7.9 EVSE must be located more than thirty-five (35) feet from a bus stop.
  - 1.7.10 EVSE must display contact information of the Permit Holder to report any issues.
  - 1.7.11 EVSE must not obstruct sight lines.
- 1.8 Tree Protection
  - 1.8.1 Charging stations shall not be place within ten (10) feet of any tree trunk, with the setback increasing to fifteen (15) feet for trees for those on the Notable Tree Registry or, provided that projects may encroach into the 10-15 foot zone only if a Certified Arborist is retained for supervision and detailed Tree Protection Measures are approved by the City's Department of Recreation, Parks, and Cultural Activities Urban Forestry Division
  - 1.8.2 No street tree shall be removed or pruned to accommodate the installation, replacement, or use of a charging station, unless recommended by a City Urban Forester.
  - 1.8.3 Licensee shall minimize impacts to existing street trees, and should not prevent the siting of a new street tree. Installing conduit at 90 degrees to the curb is recommended to minimize impacts.
  - 1.8.4 Conduit installation includes root pruning under the supervision of a certified arborist, where recommended by a City Urban Forester.
- 1.9 Utilities and Infrastructure Protection
  - 1.9.1 EVSE shall be a minimum of three (3) feet from light poles and traffic signal poles, unless required for installation.
  - 1.9.2 Licensee shall not tie into City conduits for lights and signals without City approval.
- 1.10 Bicycle Infrastructure Protection
  - 1.10.1 EVSE shall be a minimum of three (3) feet from bike racks.

- 1.10.2 EVSE shall not interfere with the operation of Capital Bikeshare docks and stations. This requires a minimum of six (6) feet of clearance from the rear wheel of a docked bicycle, five (5) feet distance from each end of a station, and should not be installed in such a way that would prevent solar access to the solar panel.

## **2 Equipment and Operating Standards**

- 2.1 EVSE must be a minimalistic design and be of a design, material, and color compatible with the surrounding streetscape, and if located in an historic district, EVSE should be compatible with the streetscape in the district and is consistent with the applicable design guidelines adopted by the Board of Architectural Review (BAR).
- 2.2 Licensee shall specify the original equipment manufacturer and provide information on the potential models that the Licensee recommends installing.
- 2.3 Licensee shall provide documentation of cord management that adequately demonstrates how their EVSE are appropriate for use in the public right-of-way. This must include how the cords will be managed to prevent becoming a hazard to pedestrians or other right-of-way users both while the cord is being stored and include that the charging cord can easily access ports on different vehicle models with varying charger port locations.
- 2.4 Equipment must be compliant with all applicable City, State, Federal, and applicable electrical codes.
- 2.5 EVSE must be certified by an Occupational Safety and Health Administration Nationally Recognized Testing Laboratory and all AC Level 2 EVSE must be ENERGY STAR, or equivalent energy efficiency standard, certified. EVSE should be certified to the appropriate Underwriters Laboratories (UL) standards for EV charging system equipment.
- 2.6 EVSE must be compatible with SAE J1772 or SAE J3400 or the North American Charging Standard (NACS) connection.
- 2.7 Licensee must install National Electrical Manufacturers Association (NEMA)-3R rated EVSE.
- 2.8 EVSE must be integrated into a user-friendly mobile application or web-based platform for users to locate and access available charging stations, including but not limited to, PlugShare and the U.S. Department of Energy's Alternative Data Fuels Center.
- 2.9 All employees and subcontractors that will be installing, maintaining, and operating the EVSE must have the appropriate licenses, certifications, and training to ensure that the installation and maintenance of EVSE is performed safely.

## **3 Payment Methods**

- 3.1 EVSE must:
  - 3.1.1 Offer a pay-per-use payment method with transparent and competitive pricing. Subscription based models may also be offered but not exclusively.
  - 3.1.2 Provide for secure payment methods, accessible to persons with disabilities, which at a minimum shall include a contactless payment method that accepts major debit and credit cards, and either an automated toll-free phone number or a short message/messaging system (SMS) that provides the customer with the option to initiate a charging session and submit payment.
  - 3.1.3 Not require a membership for use.

- 3.1.4 Not delay, limit, or curtail power flow to vehicles on the basis of payment method or membership.
- 3.1.5 Provide access for users that are limited English proficient and accessibility for people with disabilities. Automated toll-free phone numbers and SMS payment options must clearly identify payment access for these populations.
- 3.2 The Licensee shall maintain a toll-free number for payment support.

#### **4 Pricing**

- 4.1 The rate assessed to electric vehicle owners for charging must be competitive with rates assessed at charging stations in jurisdictions comprising the Metropolitan Washington Council of Governments.
- 4.2 Licensee must share with the City the plan for and detail of fees charged to the user of the EVSE, to include access fees, per unit of time fees, per kWh fees, overtime fees, and any other fees that will be charged to the user.
- 4.3 The rate structure including any other fees in addition to the price for electricity to charge must be clearly displayed and explained, and must be displayed prior to initiating a charging transaction.

#### **5 Physical and Cybersecurity**

- 5.1 EVSE operations must protect consumer data and protect against the risk of harm to, or disruption of, charging infrastructure and the grid, and include strategies to prevent tampering and illegal surveillance of payment devices.
- 5.2 The Licensee shall utilize cybersecurity countermeasures that are regularly updated to prevent cyberattacks that can damage the integrity of the charging station and personal data.
- 5.3 Chargers and charging networks should be compliant with appropriate Payment Card Industry Data Security Standards (PCI-DSS) for the processing, transmission, and storage of cardholder data. Charging Station Operators must also take reasonable measures to safeguard consumer data.
- 5.4 The Licensee must provide a letter of attestation to its PCI-DSS compliance, including the level of compliance (SAQ P2PE, A, B, C, etc.). The City may request additional information based on the submitted level of compliance.

#### **6 Electrical Safety**

- 6.1 EVSE must be designed to prevent electrical shocks and short circuits by monitoring the flow of energy during charging and immediately shutting off the power supply if the flow is too high. The Licensee shall be solely responsible for complying with all applicable Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), National Electrical Code (NEC), and other safety regulations. An electrical permit from the City will be required.

In 2021 Virginia adopted the 2017 National Electrical Code, which includes NFPA 70 Article 625, which provides criteria for Electric Vehicle Charging System installation.

## 7 **Approvals and Permitting**

7.1 Milestones for the Curbside EV Charger application process are summarized in **Table 1** below.

Table 1. Summary of Required Approvals and Permits

Activity	Estimated Timing	Description
<b>1. Site Approval and Reservation</b>	10 business days	Licensee submits required documentation to confirm that the site meets all program requirements. Site is reserved for 60 days. If a Licensee has not submitted a permit application within 60 days, that site will be released.
<b>2. BAR Approval (if located in historic district)</b>	BAR hearings typically held the first and third Wednesdays of the month	If locating chargers in one of Alexandria's Historic Districts, the Licensee must present charging station design at BAR hearing for approval. Schedule, application, and information on fees can be found <a href="#">here</a> .
<b>3. Permitting</b>	Refer to the City's <a href="#">Plan Review Time Frames</a>	Submit permit application to install EV chargers at approved locations. The following permits may be required: <ul style="list-style-type: none"><li>• Right of Way Encroachment</li><li>• ROW Excavation</li><li>• Electric Vehicle Charger Permit</li></ul>

- 7.2 **Site Approval and Reservation** - Licensee will submit the proposed locations of EVSE for review by City staff.
- 7.2.1 Licensee must provide a preliminary site design clearly indicating key site components, including, but not limited to, the number of EVSE, charger type, charger location, location of electrical equipment, and proposed approximate conduit runs. The preliminary plan shall also confirm that the proposed installation complies with the requirements. The City will provide feedback on the preliminary site design within 10 business days.
  - 7.2.2 All comments must be addressed to the satisfaction of the City prior to receiving site approval.
  - 7.2.3 Any Licensee may request a potential site for EVSE installation to be reserved for a period of sixty (60) days.
  - 7.2.4 The Licensee is expected to complete all necessary due diligence that will allow them to decide whether to submit a permit or not for the site at the end of the sixty (60) day reservation period.
  - 7.2.5 All due diligence for any information necessary for the successful permitting, design, or installation of EVSE is the responsibility of the Licensee. The Licensee will hold the City harmless for any information discovered after the due diligence is completed which may impact the project.
  - 7.2.6 The Licensee will not be approved for more than one (1) reservation per site.
  - 7.2.7 If the Licensee does not submit a permit by the end of the sixty (60) day reservation period, the site will be released.
- 7.3 **BAR Approval** – BAR must approve the design of the EVSE to be installed in an [Alexandria Historic District](#) prior to applying for any building or electrical permits.
- 7.3.1 If the design complies with the [BAR Policies for Administrative Approval](#) in the Old and Historic Alexandria District or the Residential Reference Guide in the Parker-Gray District, then the review can be completed as an administrative review by Historic Preservation. Any designs that do not comply with these documents will be reviewed by BAR. BAR hearings are scheduled for the first and third Wednesdays of each month. See the Board of Architectural Review Hearing Schedule for hearing dates and submission due dates.
- 7.4 **Permitting** – The Licensee shall obtain all required permits from the City and any other governmental entity having jurisdiction prior to commencing work of any nature and shall comply with all terms and conditions of any such permit. The Licensee shall furnish detailed plans of the work and other required information and shall pay all required fees prior to issuance of a permit in accordance with the fee schedules in effect at the time of payment. The Licensee shall comply with all applicable ordinances and permitting requirements. City standard construction hours are Monday through Friday 7am-6pm and Saturday 9am – 6pm. No construction can be done on Sundays or major City holidays.
- 7.5 The EV Charging Only parking requires the following outreach approvals and notice:
- 7.5.1 Required approvals:
    - 7.5.1.1 The property owner(s) or occupant(s) that the EV Charging Only parking space is in front of must provide a Letter of Support for the designating the parking space as EV Charging Only. A template is provided in **Appendix 3**.

- 7.5.1.2 If the Licensee can prove that they made a written request to the property owner/occupant of a property to be fronted by the EV Charging Only parking space and the owner/occupant did not respond within 10 business days, the City will consider this requirement satisfied.
- 7.5.2 City Notice:
  - 7.5.2.1 The City will post a sign for 14 days at the proposed EV Charging Only parking space location indicating an EV Charging Only parking space is under consideration and inviting public comment. Notice will also be provided online through the City's website.
  - 7.5.2.2 If no concerns are received, the EV Charging Only parking space will be approved administratively by staff, subject to these EV Charging Only Parking Requirements for Curbside EV Charging.
  - 7.5.2.3 If concerns are received, the City will coordinate with the Licensee to address issues, and may require review by the Traffic and Parking Board at a public hearing.
- 7.5.3 After receiving approval for an EV Charging Only permit, the City will install approved signage at the approved EV Charging Only parking space when construction is complete.
- 7.6 Licensee shall install an electric vehicle charging station no later than ten (10) weeks after receiving a permit. The ten (10) week period may be extended by the City for an additional period of time as is reasonable, if the Licensee has commenced efforts to install the electric vehicle charging station, and continues to diligently do so.

## **8 Site Management, Construction and Charger Installation**

- 8.1 The Licensee is solely responsible for planning, engineering, permitting, and construction/installation of the EVSE.
- 8.2 The Licensee is solely responsible for installing each EVSE, including all materials, equipment and labor necessary that will result in fully functioning EVSE, and in adherence to (as applicable) any local, state and federal permits and code requirements for the installation and operation of the EVSE.
  - 8.2.1 The Licensee shall use Dominion Energy's Virginia EV Service Requirements in **Appendix 2** to provide information Dominion Energy will need to begin designing and installing utility service for EV chargers.
- 8.3 All costs associated with permits, installation, and ongoing charges for the charging units, including electric power, capital equipment, operations and maintenance shall be paid for by the Licensee.
- 8.4 City makes no promise of fitness and shall make the City Property available to Licensee in an "as-is, with all faults" condition. Licensee shall perform construction of its improvements in a manner which leaves the City Property in a condition reasonably satisfactory to the City.
- 8.5 The Licensee shall provide the City with a schedule of its proposed construction activities for approval at least ten business days prior to commencing any work in public facilities. The Licensee shall notify the City not less than five (5) working days in advance of such excavation or work and shall comply with the provisions of the Virginia Underground Utility Damage Prevention Act, Virginia Code Section 56-265.14, et. Seq.

- 8.6 The Licensee shall be responsible for obtaining any permits required to reserve street parking for work vehicles, if required. Parking of construction vehicles or storage of equipment in the right-of-way is not allowed.
- 8.7 Permits for construction work shall be posted in a manner visible from the right-of-way.
- 8.8 Upon City request, meet with the City and other users of the impacted areas to coordinate construction. A pre-construction site walk may be conducted to document the condition of surrounding public infrastructure.
- 8.9 The City or designees must be able to visit sites under construction, in coordination with the Licensee.
- 8.10 The Licensee shall provide a contact list to the City for each construction site to ensure direct communications in the event of an emergency. The Licensee shall post a sign listing emergency contact information.
- 8.11 Licensee shall be responsible for the removal of any and all construction-related debris. If dumpsters are required, the Licensee shall be responsible for any permits for dumpster placement.
- 8.12 The Licensee shall provide maintenance of traffic (MOT) plans to ensure no disruption to the flow of pedestrian or vehicular traffic. The MOT plan must be consistent with the standards and guidance provided in Virginia Department of Transportation's Virginia Work Area Protection Manual, if applicable, and can be found at the following link: (<https://www.vdot.virginia.gov/doing-business/technical-guidance-and-support/technical-guidance-documents/work-area-protection-manual-and-pocket-guide/>). The Licensee shall be responsible for developing and executing the maintenance of traffic plan (pedestrian and vehicular) to the satisfaction of the City.
- 8.13 The Licensee shall be responsible for any portable restrooms and required permits for their use. Portable restrooms shall only be permitted to be deployed at construction sites no more than two (2) calendar days prior to the commencement of construction and removed no more than two calendar days after construction completion at each construction site.
- 8.14 The Licensee shall provide a desired laydown area at each construction site to be approved by the City. The City shall not be responsible for any coordination of deliveries to complete EVSE installation. The City shall not be responsible for securing approved laydown areas to prevent damage or theft.
- 8.15 Neither Licensee, nor any person acting on Licensee's behalf, shall take any action or permit any action to be done which may impair or damage any City property, including, but not limited to, any property, public street, public right-of-way or other property located in, on or adjacent thereto.
- 8.16 The Licensee shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements, laws, ordinances, and regulations.
- 8.17 The Licensee shall, at all times, employ a high standard of care and shall install and maintain and use approved methods and devices for preventing failure or accidents which are likely to cause damages, injuries or nuisances to the public. Licensee shall provide all materials needed to achieve approved site safety plans to reduce risk to property or person.

- 8.18 The Licensee shall be responsible for restoring in kind all areas disturbed by construction activities. Restoration will be to the satisfaction of the City. The Licensee will be required to repair any public infrastructure damaged during construction to the satisfaction of the City. Upon completion a site walk will be conducted with the City to verify any damage to the public infrastructure has been repaired.
- 8.18.1 Unless otherwise agreed upon, all trees, landscaping and grounds removed, damaged or disturbed as a result of the construction, installation maintenance, repair or replacement of the Licensee’s facilities shall be replaced or restored, as nearly as may be practicable, to the condition existing prior to performance of work.
- 8.19 The Licensee shall promptly remove or correct any obstruction, damage, or defect in any public street or public right-of-way caused by the Licensee in the installation, operation, maintenance or extension of the Licensee’s system. Any such obstruction, damage, or defect which is not promptly removed, repaired or corrected by the Licensee after proper notice to do so, given by the City to the Licensee, may be removed or corrected by the City, and the cost thereof shall be charged against the Licensee and payable on demand. Any expense, cost, or damages incurred for repair, relocation, or replacement to City water, sanitary sewer, storm sewer, storm drainage, the Licensee’s facilities or other property resulting from construction or maintenance of the Licensee’s system shall be borne by the Licensee and any and all expense and cost incurred in connection therewith by the City shall be fully reimbursed by the Licensee to the City.
- 8.20 If weather or other conditions do not permit the complete restoration required by this Section, the Licensee shall temporarily restore the affected property. Such temporary restoration shall be at the Licensee’s sole expense and the Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

## **9 Maintenance**

- 9.1 Ensure each EVSE is operational at a minimum of 97% of the time. Uptime shall be calculated using the following guidance:
- a. A charging port is considered “up” when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
  - b. Charging port uptime must be calculated on a monthly basis for the previous twelve (12) months.
  - c. Charging port uptime percentage must be calculated using the following equation:

$$\mu = ((525,600 - (T_{\text{outage}} - T_{\text{excluded}})) / 525,600) \times 100$$

Where:

$\mu$  = port uptime percentage,

$T_{\text{outage}}$  = total hours of outage in previous year, and

$T_{\text{excluded}}$  = total hours of outage in previous year for reasons outside the charging station operator's control, such as electric utility service interruptions, internet or cellular service provider interruptions and outages caused by the

vehicles, provided that the Charging Station Operator can demonstrate that the charging port would otherwise be operational.

- 9.2 EVSE shall be inspected and cleaned, if necessary, every ninety (90) days. The station inspection shall include removal of any litter, leaves, or debris within the station footprint; removal of any graffiti or stickers; and pressure washing as needed.
- 9.3 Respond to and address reports of maintenance or vandalism issues received from the City and customers within a reasonable timeframe of under three days (72 hours) (subject to parts availability). If the repair will take longer than 72 hours, timeline for when the repair will be made must be provided to the City, and notice must be placed on the stations, as well as in any app or EV charging locator service, that the station will be unavailable for X period of time.

## **10 Operations**

- 10.1 Provide and maintain EVSE connected via a secure wireless or cellular network, to allow for remote operations, management, and configuration.
- 10.2 Enable and process point of sale transactions and provide flexible payment options that allow for universal public access.
- 10.3 Provide all software upgrades required to keep the network of EV charging stations operational.
- 10.4 Provide 24/7 customer support.
- 10.5 Each charger will be marked with the following information for users: contact information for complaints, notification of service issues, a QR code (or similar) that directs users to instructions for submitting complaints, station identification number, and basic instructions on how to use the Equipment.
- 10.6 Licensee shall integrate with the City's 311 system to streamline, funnel, manage, and effectively resolve public complaints, increase accountability, and provide one point of contact for members of the public. The City plans to audit compliance with 311 processes on an annual or more frequent basis. The 311 contact information in various languages and Braille must be attached to each charger according to guidance from the City.

## **11 Community engagement**

- 11.1 Licensee shall participate in at least two (2) public engagement, education, and outreach events to provide information on offerings and to address the benefits of right-of-way charging and EVs.

## **12 Data Sharing**

- 12.1 Provide quarterly usage reports to the City that summarize usage of each charger, including total kWh dispensed per charger, average charging session time, average kWh dispensed per session, average kW power per session, number of unique users, total uptime and downtime per charger, causes of downtime, maintenance issues and error codes, and any preventative or unplanned maintenance conducted.

# **APPENDIX 1 – Dominion Energy’s EV Hosting Capacity Tool Guide**

# Dominion Energy Virginia

## EV Service Requirements

Use this guide to keep track of necessary items and additional considerations our team will need to begin designing and installing the utility service for your EV charging stations.



### Customer Tasks

- Determine charger type, model, quantity, and locations
- Develop electronic site plans with meter location
- Complete Load Letter and have it signed by a licensed electrician
- Develop electrical riser diagram
- Gather property ownership information
- If providing a switchgear, locate drawing number

Once you have completed the above information, initiate a work request with Dominion Energy through [e-builder](#) or by calling 866-DOM-HELP.



### Prepare Site for Construction

- Execute and return all agreements applicable to your project
- Submit payment if there is a cost for utility installation
- Ensure site is to final grade
- Have all private utilities marked
- If required, install customer provided conduit with pull strings and have the ends marked

Once you have completed the above information, notify Dominion Energy. We will place flags marking the utility route for new service and release the project to our construction team, then provide you with an anticipated energization date.



### Site Energized

Once we have installed the utility infrastructure, we will energize your service as soon as the below items are completed:

- Electrical inspection is complete
- All Dominion Energy metering equipment is installed in compliance with our [Blue Book guidelines](#)



### Additional Considerations

- Visit our [EV Capacity Map](#) to check your site for available circuit capacity
- Anticipating large electric loads? Connect with us early to discuss your electrical needs
- When conduit is installed by customer, Dominion Energy will provide a conduit specification sheet
- Provide accurate anticipated dates for when you will be ready for electrical service

## **APPENDIX 2 – Dominion Energy’s Virginia EV Service Requirements**

# Dominion Energy Virginia EV Hosting Capacity Tool

Use this guide to identify potential sites within Dominion Energy territory that may be suitable for EV Charging.

## Where can I find the Tool?

The hosting capacity tool is located on Dominion Energy's website for everyone to use. Locate it here on our website; [EV Hosting Capacity Tool](#). You can also use your favorite search engine and search Dominion Energy EV Hosting Capacity Map and it should be the first result that shows up.

## Opening the Tool

Once on the webpage you'll see some FAQs regarding the tool, as well as a 'Access the EV Capacity Map'. When you click on 'Access the EV Capacity Map' button a new screen will open. You'll be asked to agree to terms and conditions. You will then see a high-level view of Virginia and North Carolina.

- Areas shaded in blue is our current service territory
- Green lines indicate Alternative Fuel Corridors
- You can use your mouse wheel to zoom into an area or type in an address in the search bar

## Legend and Layers



Legend button shows all the information that is on the map.



Layer button gives you some options to turn on and off layers that are on the map.

## Using the Tool

As an example of using the tool and interpreting the legend, if you were a customer seeking 2 MW of EV Charging, a section of line that is colored red (with availability up to 1 MW) would not have enough capacity. Instead look for area in our service territory with lines that are orange, yellow, or green.



### High Voltage 3 Phase Primary Circuit Capacity

#### Capacity Limit

-  **GREATER THAN 5MW**
-  **UP TO 5 MW**
-  **UP TO 3 MW**
-  **UP TO 1 MW**

If the site you are looking for doesn't show any lines on the map, or they are red with up to 1 MW of capacity, please contact our Electrification team and we can take a closer look at your potential site. Email us at [electrification@dominionenergy.com](mailto:electrification@dominionenergy.com)



Actions Speak Louder

## **APPENDIX 3 – EV Charging Only Letter of Support template**

[mm/dd/yyyy]

[FULL NAME OF PROPERTY OWNER/OCCUPANT]

[CURRENT ADDRESS OF PROPERTY OWNER/OCCUPANT]

[CURRENT CITY, STATE, ZIP OF PROPERTY OWNER/OCCUPANT]

[PHONE NUMBER AND/OR EMAIL ADDRESS OF PROPERTY OWNER/OCCUPANT]

City of Alexandria, VA:

I, [FULL NAME OF PROPERTY OWNER/OCCUPANT], the property owner and/or occupant of [ADDRESS OF PROPERTY TO BE FRONTED BY THE PROPOSED EV CHARGING ONLY RESERVED PARKING SPACE] have no objections to [FULL NAME OF EV CHARGER INSTALLER]'s request to establish an EV Charging Only reserved parking space adjacent to a curbside EV charger in front of my property and/or business from this letter's date of signature until the end of [FULL NAME OF EV CHARGER INSTALLER]'s license term for the EV charger with the City, up to five years.

By signing this letter, I understand the following under the City's EV Curbside Charging Program:

- Qualified vendors are able to design, install, own, operate, and maintain publicly accessible curbside EV chargers per the requirements of their license agreement with the City.
- Each installed charging port may be accompanied by an adjacent "EV Charging Only" parking space.
- The EV charger and the reserved parking space will remain publicly accessible.

By signing this letter, I confirm that I understand and do not object to the following:

- The EV Charging Only reserved parking permit will be issued for up to five years to align with the EV charger's license term. If the license is renewed, the EV Charger Installer will be required to submit the required documents, including an updated Letter of Support from any and all property owners and/or occupants of properties directly fronted by the EV charger.
- Property owners and/or occupants will always have the right to raise concerns with City staff regarding the EV Charging Only reserved parking space at any time.
- The EV Charging Only reserved parking space does not supersede any other existing parking rules (e.g., Residential Parking Permit Districts, Residential Pay by Phone, or metered parking).

- If I vacate this property during the license term, and a subsequent property owner/occupant does not support the EV Charging Only reserved parking space, the EV Charging Only reserved parking permit shall remain in effect until the next renewal period, at which point updated Letters of Support would be required.

Sincerely,

[SIGNATURE OF PROPERTY OWNER/OCCUPANT]

[DATE OF SIGNATURE]