

**UNIT OWNERS' ASSOCIATION OF MARKET STREET AT TOWN CENTER  
CONDOMINIUM**

**POLICY RESOLUTION NO. 24-23**

*Establishing Guidelines Relating to the Installation and  
Use of Electric Vehicle Supply Equipment*

**WHEREAS**, Article III, Section 2 of the Association's Bylaws provides that the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association; and

**WHEREAS**, Article III, Section 2(f) of the Bylaws provides that the Board of Directors shall have the authority to adopt and amend the Rules and Regulations; and,

**WHEREAS**, Article VI, Section 8 of the Bylaws permits additions, alterations and improvements to the Common Element and further provides that when in the opinion of a majority of the Board of Directors ("Board") such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owner(s) requesting the same, such requesting unit owner shall be assessed therefor in such proportions as they jointly approve, or if they are unable to agree thereon, in such proportions as may be determined by the Board; and,

**WHEREAS**, Section 55.1-1962.1.A. of the Virginia Condominium Act ("Act") provides, in part, that a unit owner may install an electric vehicle charging station for the unit owner's personal use within the boundaries of a unit or a limited common element parking space appurtenant to the unit owned by the unit owner, subject to various conditions and restrictions; and,

**WHEREAS**, Section 55.1-1962.1.B. of the Act provides in part that "the unit owners' Association may prohibit a unit owner from installing an electric vehicle charging station if installation of the electric vehicle charging station is not technically feasible or reasonably practicable due to safety risks, structural issues, or engineering conditions;" and,

**WHEREAS**, Section 55.1-1962.1.E. of the Act states: "Any unit owner installing an electric vehicle charging station in a unit or on a limited common element parking space appurtenant to the unit owned by the unit owner shall indemnify and hold the unit owners' Association harmless from all liability, including reasonable attorney fees incurred by the Association resulting from a claim, arising out of the installation, maintenance, operation, or use of such electric charging station. A unit owners' Association may require the unit owner to obtain and maintain insurance covering claims and defenses of claims related to the installation, maintenance, operation, or use of the electric vehicle charging station and require the unit owners' Association to be included as a named insured on such policy;" and,

**WHEREAS**, for the benefit and protection of the Association and of the individual owners, the Board deems it necessary and desirable to establish a policy regarding the installation of electric vehicle supply equipment within Market Street at Town Center Condominium ("Condominium") Common Element and Limited Common Element parking spaces.

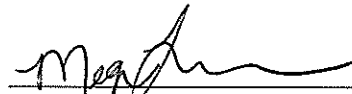
**NOW THEREFORE, BE IT RESOLVED THAT** the Board of Directors (the "Board") adopts the following:

- 1) Prior to installing any electric vehicle supply equipment (“EVSE” or “Electric Vehicle Charging Station”) Common Elements on the Condominium property, including the Unit Owner’s designated Limited Common Element parking space(s), the Unit Owner must obtain the written approval from the Board by submitting a request to the Board of Directors for the installation of the Electric Vehicle Charging Station. The request for the Electric Vehicle Charging Station must include the following materials:
  - a) Plans of the exact location and installation plan for the proposed EVSE. The plans must show that the EVSE will be installed in the designated parking space. The plans must also show compliance in all respects with these Rules and any additional Standards promulgated under the Association’s Condominium Instruments with respect to the aesthetics, dimensions, design, installation, maintenance, use and removal of the EVSE. The plans must be prepared by a licensed electrician approved by the Association.
  - b) The plans must include evidence that adequate electric service is available, and evidence of the satisfactory location and security of any necessary electric supply lines should be provided.
  - c) The plans must also advise as to whether permits/licenses are required by the Commonwealth of Virginia, County of Fairfax, and Virginia Dominion Power to perform the work.
  - d) The EVSE, and all parts and components thereof, shall be designed in compliance with the Virginia Uniform Statewide Building Code and the Statewide Fire Prevention Code and shall meet applicable health and safety standards and requirements imposed by State and local permitting authorities.
  - e) A sample of the Request form is appended as **Exhibit 1**.
- 2) All Electric Vehicle Charging Stations, for the unit owner’s personal use within the boundaries of a unit or a limited common element parking space appurtenant to the unit owned by the unit owner, must have a separate electric meter and the account and billing for the electricity expenses must be in the name of the Unit Owner.
- 3) The Unit Owner shall be responsible for all costs and expenses incurred by the Association with respect to the application and installation of the EVSE, including but not limited to recording cost, design, permits, equipment, installation, inspection, operation, electricity are the responsibility of the requesting Unit Owner(s). At the discretion of the Association, Unit Owner(s) may be required to pay such expenses or deposits for such expenses to the Association prior to the commencement of any work.
- 4) The Unit Owner, upon installation, shall be responsible for, and shall indemnify and hold harmless the Association, its Board of Directors, the Community Manager/Managing Agent, and its employees from and against any and all liabilities, claims, damages, losses, costs, fees and expenses associated with the charging station, including but not limited to its design, permitting, equipment, installation, maintenance, operation, repair, replacement, meter billing and removal.
- 5) The Unit Owner shall be required to enter into an Agreement with the Association that is consistent with the requirements in the Policy Resolution and the Virginia Condominium Act. Among other things, the Agreement shall control issues with respect to additional costs the Unit Owner may incur (over and above the cost of the EVSE) related to establishing a

satisfactory electrical plan to run wiring to the parking space, the addition of new panels if needed for any electrical upgrade to the system, the installation cost of dedicated conduit wiring, sub-metering, costs of permits from the County of Fairfax and Virginia Dominion Power, appropriate signage at the parking space indicating that it has an EVSE, liability issues, insurance, costs related to eventual removal of the EVSE, and site restoration. A sample of the Agreement is appended hereto and marked as **Exhibit 2**, a copy of which may be recorded among the land records of Fairfax County, Virginia.

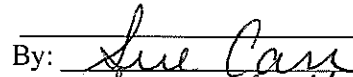
- 6) The Board may deny the application if, in its discretion, the proposed installation is not technically feasible or reasonably practicable due to safety risks, structural issues, or engineering conditions. It is specifically noted that some parking areas may be more feasible for the installation and use of EVSE than other areas and the Board may take all reasonable factors into consideration when deciding to approve or deny any application for installation of EVSE.
  - a) There is no requirement that approval be granted for installation of EVSE in the General Common Elements, including any Reserved Common Elements. This Resolution relates to consideration for installation in Limited Common Element parking spaces only, and the Board does not anticipate approving requests for installation in any other locations.
  - b) The Unit Owner shall, in coordination with the authorized representative/Committee of the Board or the Community Manager/Managing Agent, obtain any required County of Fairfax and Virginia Dominion Power licenses or permits. Only after all required permits, licenses and approvals have been obtained (including approval from the Board), may the Unit Owner's Contractor proceed with the project. A post-inspection by Fairfax County and/or Virginia Dominion Power may be necessary prior to starting the EVSE.
- 7) **Effective Date.** The Effective Date of this Policy Resolution is June 22, 2023 and shall supersede and replace all prior resolutions or regulations relating to the subject of this Policy Resolution. Further, any and all prior resolutions relating to the subject matter of this resolution are hereby rescinded as of the Effective Date.

I hereby attest that the Board of Directors adopted this Resolution at a duly convened meeting of the Board on June 22, 2023 and that all prior resolutions or regulations relating to the subject of this Policy Resolution are hereby rescinded as of the Effective Date of this Policy Resolution on June 22, 2023.

  
\_\_\_\_\_  
Megan Lubina, Secretary

#### CERTIFICATE OF NOTICE & PUBLICATION

I hereby certify copies of this Policy Resolution No. 24-23 was mailed to all Unit Owners by regular mail, postage prepaid, at their addresses of record on file with the Association on this 10<sup>th</sup> day of July, 2023. A copy was also published on the Association's website.

By:   
Title: General Manager

**Exhibit 1**

**Market Street at Town Center Condominium  
Request for the Installation of an Electric Vehicle Charging Station**

Name of Applicant(s): \_\_\_\_\_

Unit Address: \_\_\_\_\_

Other Address: \_\_\_\_\_  
(If different from unit address)

Telephone Number(s): \_\_\_\_\_

Parking Space Number to be used for Electric Vehicle Charging Station: \_\_\_\_\_

In Order to process this request, the following formation must be attached.

- I. Specifications of the electric vehicle charging station to be installed and proposed improvements to the Common Elements.

As evidenced by the signature(s) below, the Applicant(s) acknowledge that they have received a copy of the Policy Resolution for Relating to the Installation and Use of Electric Vehicle Supply Equipment and have read and understand this Policy and accepts all provisions, conditions and responsibilities contained herein in its entirety.

\_\_\_\_\_  
Applicant (1) Signature Date

\_\_\_\_\_  
Applicant (2) Signature Date

\*\*\*\*\*

For Board of Directors/Committee/Site Manager Use Only

- Date Application Received: \_\_\_\_\_
- Application Complete (i.e., all required documents & information received)

\_\_\_\_\_  
Committee Member Signature Date

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

**Exhibit 2**

Tax Map No. \_\_\_\_\_

**REVOCABLE RIGHT OF ACCESS AGREEMENT FOR INSTALLATION OF  
ELECTRICAL VEHICLE SUPPLY EQUIPMENT AT UNIT OWNER'S DESIGNATED  
LIMITED COMMON ELEMENT PARKING SPACE**

This Revocable Access Agreement for Installation of Electrical Vehicle Supply Equipment is made between The Unit Owners Association of Market Street at Town Center Condominium ("Association"), and \_\_\_\_\_ the Owner(s) of the Unit located at \_\_\_\_\_ [Unit Address] within the Association ("Unit Owner") on \_\_\_\_\_, 20\_\_.

**Recitals**

- A. The Association's Condominium Instruments authorize the Association to, among other things, make and enforce rules and regulations for the use and maintenance of the Market Street at Town Center Common Elements.
- B. Section 55.1-1962.1 of the Virginia Condominium Act ("Act") authorizes the Association to establish restrictions and conditions as to the installation of electric vehicle charging stations in Limited Common Element parking spaces; and further to require a lot owner to indemnify and hold the Association harmless from all liability, including reasonable attorney fees incurred by the Association resulting from a claim, arising out of the installation, maintenance, operation, or use of such electric charging stations, as well as to obtain and maintain insurance covering such claims and defense.
- C. Parking Space # \_\_\_\_\_ ("Space") at the Market Street at Town Center Condominium ("Condominium") is a Limited Common Element parking space that is appurtenant to the Unit owned by the Unit Owner.
- D. Unit Owner has requested installation of electric vehicle supply equipment ("EVSE") for use at the Space as set forth on the Plans prepared by \_\_\_\_\_, which are appended hereto and marked as **EXHIBIT A**.
- E. For the Unit Owner's convenience, the Association is willing to grant the Unit Owner's request, subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing, and of the mutual promises and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals are hereby incorporated as if fully set forth herein.
2. The Unit Owner shall provide detailed plans and drawings for installation of an EVSE prepared by a licensed and registered electrical contractor or engineer familiar with the installation and core requirements of an EVSE. Said plans must include a report from the licensed and registered electrical contractor confirming that adequate electric service can

be made available at the proposed location and that such installation is technically feasible and reasonably practicable in consideration of safety risks, structural issues, and engineering conditions. The Lot Owner shall obtain all required permits and licenses as may be required by the Commonwealth of Virginia, Fairfax County and Virginia Dominion Power.

3. The EVSE must be installed entirely within the boundaries of the Space.
4. The Unit Owner agrees that all costs of any upgrades that are required to the Association's electrical service, including without limitation, additional cables, panels, circuit breakers, dedicated conduits, sub-meters, permits, installation costs, and inspection costs, signage costs, etc., will be borne by the Unit Owner and further acknowledges that the loss or damage thereof is not covered under the insurance maintained by the Association.
5. The EVSE must be installed by a qualified, licensed and insured professional electrical contractor in accordance with plans provided with the application and as shown on **EXHIBIT A**.
6. The Unit Owner shall maintain the EVSE in safe and good working order and undertake periodic maintenance service to ensure safe operating conditions. The Unit Owner shall promptly report to the Association any malfunction in the EVSE and shall notify the Association of any need to temporarily terminate power service to the EVSE or other action necessary to avoid or reduce damage or injury.
7. The Unit Owner shall separately meter, at the Unit Owner's sole expense, the utilities associated with the EVSE and pay the cost of electricity and other associated utilities.
8. The Unit Owner understands and assumes any and all risks and costs associated with the installation, use, removal, repair, and maintenance of the EVSE, and Unit Owner acknowledges and agrees that the Association shall have no liability for such risks or costs. Notwithstanding any other provisions of this Agreement, the Association, and its members, directors, officers, agents, employees and contractors shall have no liability to Unit Owner or to any other party for any claims, losses, damages, injuries, demands, costs, expenses, actions, causes of action, statutory or regulatory violations, or proceedings of any kind, arising in connection with the installation, removal, maintenance or use of the EVSE. Unit Owner shall indemnify, defend and hold harmless Association, and its members, Unit Owners, directors, officers, agents, employees and contractors, from and against any and all claims, losses, damages, injuries, demands, costs, expenses, actions, causes of action, statutory or regulatory violations, or proceedings of any kind, including costs and attorney's fees, arising out of the installation, maintenance, operation, or use of the EVSE. This paragraph shall survive the termination or expiration of this Agreement.
9. The Unit Owner shall indemnify and hold the Association harmless from any claim made by a contractor or supplier pursuant to Title 43 of the Code of Virginia.
10. The Unit Owner shall reimburse the Association for any increase in common expenses specifically attributable to the EVSE, including the actual cost of any increased insurance premium amount, within 14 days' notice from Association.

11. The Association, the Board, officers, employees, and agents shall not be liable for claims related to the installation, use or operation of the EVSE, including claims related to the unavailability of electricity, electric surges, or any other damage to the EVSE.
12. The Unit Owner shall obtain and maintain liability insurance in the amount of One Million Dollars (\$1,000,000.00) from an acceptable insurance company naming the Association and the Board as additional insured. This insurance policy will not be cancelled without prior notice to the Association. This insurance policy will be provided prior to initiation of the EVSE. Said insurance policy must cover claims and defenses of claims related to the installation, maintenance, operation, use of the EVSE, and name the unit owners' Association as an additional insured on the unit owner's insurance policy for any claim related to the installation, maintenance, operation, or use of the electric vehicle charging station.
13. The Association may disturb the EVSE as necessary in order to perform necessary repairs to the Condominium property.
14. The Board has the right to terminate permission for operation of the EVSE and revoke this Right of Access Agreement in the event the Unit Owner breaches any part of this Agreement or if, in the discretion of the Board of Directors, it is determined that this Agreement should be terminated for any permissible reason.
15. Upon the sale or transfer of the Unit, the Unit Owner shall disclose to prospective buyers of the Unit the existence of the EVSE and the related responsibilities of the Owner of the Unit, including without limitation, the obligation to sign this Agreement. If a prospective buyer refuses to sign this Agreement, then this Agreement shall terminate, and the Unit Owner is responsible to pay the cost of removal of the EVSE and also the restoration of the Space and all other affected areas to its former condition.
16. This Agreement shall be enforced and interpreted under the laws of the Commonwealth of Virginia without regard to conflict of laws principles. If any part of this Agreement is adjudged unlawful or unenforceable under Virginia law, the remainder of this Agreement shall survive and remain in full force and effect.
17. The Unit Owner shall not assign this Agreement without the prior written consent of the Association. This Agreement shall inure to the benefit of and be binding upon the Association and the Unit Owner and their respective successors and assigns. Nothing contained herein shall be construed as creating any kind of joint venture or other business entity relationship between the parties.
18. This Agreement may be signed in counterparts.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, the parties have signed this Revocable Access Agreement for Installation of Electrical Vehicle Supply Equipment as of the date first set forth above.

**UNIT OWNER**

**UNIT OWNER**

\_\_\_\_\_

\_\_\_\_\_

COMMONWEALTH OF VIRGINIA:

COUNTY OF \_\_\_\_\_:

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ as \_\_\_\_\_.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

**UNIT OWNERS' ASSOCIATION OF MARKET STREET AT TOWN CENTER  
CONDOMINIUM**

\_\_\_\_\_  
\_\_\_\_\_, President

COMMONWEALTH OF VIRGINIA:

COUNTY OF \_\_\_\_\_:

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ as President.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

**EXHIBIT A**