

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION

<p>DISTRICT OF COLUMBIA,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>POTOMAC ELECTRIC POWER COMPANY,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No.:</p> <p>Judge:</p>
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**CONSENT ORDER**

WHEREAS, from approximately 1933 to 1981, Defendant Potomac Electric Power Company (“Pepco”) owned and operated a coal-fired and later oil-fired steam electric generating plant, and from 1968 to 2012, an oil-fired combustion turbine peaking plant, at Pepco’s Buzzard Point Facility (“BP Facility”), located at the intersection of First Street and V Street in Southwest D.C. <sup>1</sup>;

WHEREAS, Pepco discontinued all generating plant operations at the BP Facility in 2012 but continues to operate an electrical substation at the facility;

WHEREAS, Pepco also operates a network of approximately 60,000 subsurface vaults and manholes primarily located throughout the District of Columbia, as part of its area-wide electrical distribution system (“Vault System”);

WHEREAS, Plaintiff, the District of Columbia (“District”), by the Office of the Attorney General, has filed a Complaint against Pepco alleging that Pepco, over a period of at least 30 years,

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<sup>1</sup> From 2000 to 2012, the generating plants were owned and operated by certain Pepco affiliates that have since been dissolved.

illegally discharged and released hazardous substances and pollutants at the BP Facility and from the BP Facility and Vault System into District Waters, seeking penalties and/or injunctive relief under the District's Water Pollution Control Act ("WPCA"), D.C. Code §§ 8-103.01 *et seq.*, Hazardous Waste Management Act ("HWMA"), D.C. Code §§ 8-1301 *et seq.*, and/or Brownfield Revitalization Act of 2000 ("Brownfield Act"), as amended, D.C. Code §§ 8-631.01 *et seq.*; and

WHEREAS, contemporaneous and in connection with the resolution of claims set forth in the District's complaint and addressed by this Consent Order related to alleged illegal discharges from the BP Facility and from the Vault System, Pepco has agreed to resolve its liability to the District for certain costs related to releases and threatened releases of hazardous substances at and from the BP Facility, from the Vault System and from other locations in the District, including at and from Pepco's Benning Road Facility, located generally at 3400 Benning Road, NE, Washington, DC 20019 ("Benning Road Facility") by entering into the following additional agreements: (i) a separate consent decree to resolve Pepco's liability to the District for the District's costs incurred in performing a Remedial Investigation and Feasibility Study ("RI/FS") as part of the Anacostia River Sediment Project ("ARSP"), a multi-year investigation and cleanup of the Anacostia River pursuant to the Brownfield Act and the federal Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended, 42 U.S.C. §§ 9601 *et seq.*, and the costs the District will incur in implementing the ARSP Interim Record of Decision with a total payment to the District of \$47 million, *see District of Columbia v. Potomac Electric Power Co.*, No. 1:23-cv-\_\_\_\_\_ (D.D.C.) (filed concurrently with this case) (hereinafter the "ARSP Consent Decree"), and (ii) a First Addendum to an existing consent decree obligating Pepco to perform an RI/FS for the Benning Road Facility pursuant to which Pepco has agreed also to perform or fund remedial actions as the District determines to be necessary for the

Benning Road Facility, *see District of Columbia v. Potomac Electric Power Co. & Pepco Energy Services, Inc.*, No. 1:11-cv-00282-BAH (D.D.C.);

NOW, THEREFORE, without any admission of liability, adjudication of any issue of fact or law, and upon consent and agreement of the District and Pepco (both, “the Parties”) to this Consent Order, it is hereby ORDERED and ADJUDGED as follows:

#### **JURISDICTION & PARTIES**

1. The Court has jurisdiction over this matter pursuant to D.C. Code §§ 1-301.81(a)(1), 8-103.07(a) and (c), 8-103.08(b), 8-103.18(b)(1), and 8-634.07, and personal jurisdiction over Pepco pursuant to D.C. Code § 13-423(a). Solely for the purposes of this Consent Order and the underlying Complaint, including any further action to enforce the terms of this Consent Order, Pepco waives all objections and defenses as to jurisdiction, and, without admitting or denying the factual allegations contained in the Complaint or in this Consent Order, fully consents to the terms of this Consent Order, and to its entry, and to enforcement of this Consent Order by this Court.

2. Pepco is a District of Columbia corporation that regularly conducts business in the District, including electricity distribution and transmission, as well as marketing and selling electricity to District consumers and businesses. Pepco’s business office is at 701 Ninth Street NW, Washington, D.C. 20068.

3. Plaintiff, the District of Columbia, is a municipal corporation empowered to sue and be sued. The District is represented by and through its chief legal officer, the elected, independent Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The WPCA, the HWMA, and the Brownfield Act each authorize the Attorney General to institute an

action for civil penalties or for other appropriate relief in the Superior Court of the District of Columbia. D.C. Code §§ 8-103.07(a) and (c), 8-103.08(b)(1), 8-103.18(a)(1), 8-1310 and 8-1311, 8-634.07; and 21 DCMR § 505.4.

### COMPLAINT ALLEGATIONS

4. The District's Complaint alleges that Pepco violated the WPCA, HWMA, and the Brownfield Act as follows: First, the Complaint alleges that Pepco discharged or released hazardous substances and pollutants into the groundwater and soil at its BP Facility. Second, the Complaint alleges that Pepco routinely discharged hazardous substances and pollutants from the BP Facility containment structures into storm sewers that discharge to the Anacostia River. Third, the Complaint alleges that Pepco routinely discharged hazardous substances and pollutants from its Vault System into storm sewers that discharge to rivers and streams within the District.

5. The District's Complaint further alleges that from at least 2001, Pepco's discharges from its BP Facility containment structures and its Vault System were willful, because Pepco allegedly knew that discharging pollutants into storm sewers without a permit was unlawful, and Pepco did not have a permit authorizing such discharges. Pepco continued to discharge from the Vault System into storm sewers until at least 2007, when it issued a revised manhole pumping procedure. Pepco continued discharging from the BP Facility's secondary containment structures into storm sewers until at least 2013, as of which time it implemented a procedure requiring that all water be pumped from these secondary containment structures into tanker trucks for disposal at an off-site treatment facility.

### I. GENERAL TERMS

6. **Parties Bound.** The Parties agree that the provisions of this Consent Order will apply to and be binding upon the District and Pepco and their successors and assigns.

7. **Statement of Purpose:** The parties enter into this Consent Order to resolve the District's claims in the Complaint in consideration of Pepco's cooperation in the investigation of such claims and Pepco's agreement to perform the following actions, as described in further detail below:

- a. Pay to the District a civil penalty in the amount of \$10 million;
- b. Investigate the presence of hazardous substances and petroleum released at or from the BP Facility, assess the risks any remaining contamination at the BP Facility poses to human health and the environment, and, to the extent warranted, conduct corrective action;
- c. Prepare and submit a Vault System Assessment Report for review and approval by the District; and
- d. Reimburse the District for costs incurred to oversee the work performed pursuant to this Consent Order.

8. **Sale, Transfer, or Assignment.** If Pepco, at any time prior to termination of this Consent Order, proposes to sell, transfer, or assign any interest in property or assets that are expressly subject to this Consent Order, Pepco will advise the proposed purchaser(s), transferee(s), or assignee(s) prior to such transaction of the existence of this Consent Order and will provide them a copy of the Consent Order. Pepco may assign the rights and obligations of this Consent Order to said purchaser(s), transferee(s), or assignee(s). Pepco will notify the District pursuant to Paragraph 23 (Notice) of the expected date of the transaction and the name(s) and address(es) of such purchaser(s), transferee(s), or assignee(s). No change in ownership of any assets expressly subject to this Consent Order will in any way alter Pepco's obligations under this Consent Order

in the event of default by the purchaser(s), transferee(s), or assignee(s) of assigned obligations under this Consent Order.

#### IV. WORK TO BE PERFORMED BY PEPCO

9. **Environmental Assessment of BP Facility.** The assessments and corrective action set forth below, including but not limited to reports, sampling criteria, data analyses, quality control, and risk assessment, will be performed and documented under the oversight of the District in accordance with the requirements specified below and the District's Voluntary Cleanup Program, D.C. Code §§ 8-633-01 to 8-633.08, and related guidance. Completion of the foregoing requirements will not entitle Pepco to a Certificate of Completion pursuant to D.C. Code § 8-633.06; however, this does not impact any other person's ability to seek a Certificate of Completion for all or a portion of the BP Facility in accordance with the Brownfield Act.

a. Preliminary Site Assessment and Supplemental Investigation Plan. Within 120 days after the effective date of this Consent Order, Pepco will prepare and submit to the District a Preliminary Environmental Site Assessment Report ("PSA Report") for the BP Facility and within 90 days after the District's approval of the PSA Report, Pepco will prepare and submit a Supplemental Investigation Plan ("SI Plan") for the BP Facility. The PSA Report will include:

- i. A review of previous site assessments, media sampling and analyses, employee interviews, historical company records, leaking underground storage tank case investigations, and any other information or data collected at the BP Facility for any purpose, including development or reuse of the BP Facility;
- ii. A detailed description of the operational history of the Site with an emphasis on the past and present industrial processes and activities and the use,

storage, location, disposal, release, and remediation of hazardous materials and petroleum; and

- iii. An analysis of the likely sources, potential exposure pathways, human health and ecological receptors, and transport mechanisms for contaminant releases from current and historical site operations at the BP Facility.

The SI Plan will address uncertainties and gaps identified by the PSA Report and will include the following:

- i. Data quality objectives, analyte list for supplemental sampling, and sampling design and rationale to characterize each environmental medium with reference to resolving site characterization issues identified in the PSA Report including soil, groundwater, and sediment in the catch basins, manholes and storm drains at the BP Facility;
- ii. A determination, based on the results of the PSA Report, whether targeted soil and groundwater sampling within the former power plant footprint at the BP Facility is warranted and feasible;
- iii. Where feasible and necessary, groundwater sampling at off-site locations to delineate the extent of off-site contaminant migration;
- iv. A list of sample media chemical analytes to be submitted for laboratory analyses as determined in consultation with the District based on a review of materials, lubricants, fuels and other substances used, stored, or managed at the BP Facility as determined by the results of the PSA Report;
- v. The rationale and justification for the selection of screening levels for each chemical analyte and medium; and

- vi. Follow-up river media sampling if new or previously undisclosed information indicates an existing or potential pathway from the BP Facility to the Anacostia River (with the understanding that potential impacts to Anacostia River sediments in the vicinity of the Site were evaluated as part of the ARSP Remedial Investigation and therefore no supplemental sampling of Anacostia River sediments is contemplated as part of the work required by the Consent Order).

The District will review and approve the PSA Report and SI Plan or return the Report or Plan to Pepco for modification or revision in accordance with comments provided by the District. In the latter event, Pepco will submit modifications or revisions to the PSA Report and/or SI Plan to the District until the District approves the revised Report or Plan. Revisions or modifications to the PSA Report or SI Plan will be due within 45 days after return from the District.

b. Comprehensive Site Assessment. Following the District's approval of the SI Plan, Pepco will implement the SI Plan according to a schedule to be determined in consultation with the District. Within 120 days following completion of all field work and laboratory analyses to implement the SI Plan, Pepco will prepare and submit to the District a Comprehensive Site Assessment ("CSA") Report to the District for review, solicitation and consideration of public comments, and approval. The CSA Report will include:

- i. Analytical data including QA/QC protocols from media sampling at the Site;
- ii. An evaluation of the potential risks posed by the release of hazardous materials or petroleum including identification of environmentally sensitive receptors, and an estimate of the impacts to human health and/or the



environment that may occur as a result of the release based on current, generally recognized standards for conducting human health and ecological risk assessments on those contaminants identified in the Comprehensive Site Assessment; and

iii. An evaluation of a reasonable range of remedial alternatives, to the extent necessary to mitigate any risks identified from the human health and ecological risk assessments.

c. Corrective Action Plan. Within 90 days of the District's approval of the CSA Report, Pepco will prepare and submit, if necessary, based on the findings from the CSA, a Corrective Action Plan ("CAP) to the District for review, solicitation and consideration of public comments, and approval. The CAP will include, as appropriate, a draft design package consisting of engineering drawings and specifications for the District's review and comment. Pepco will finalize and address the District's comments in preparing the final design package.

d. The District will review and approve the CSA Report and, if applicable, the CAP, or return the CSA Report and/or CAP to Pepco for modification or revision in accordance with comments provided by the District. In the latter event, Pepco will submit modifications or revisions to the CSA Report and/or CAP to the District until the District approves the Revised CSA Report or CAP. Revisions or modifications to the CSA Report or CAP will be due within 45 days after return from the District.

e. Upon the District's approval of the CAP, if any, Pepco will implement and complete the CAP according to the schedule set forth in the CAP. Pepco may assign all or a portion of the implementation of the CAP to a subsequent owner of the property to be performed in connection with the redevelopment of the property, provided that Pepco shall retain ultimate

responsibility for ensuring the full implementation of the CAP. Thereafter, Pepco, or a subsequent owner as applicable, shall prepare and submit a Cleanup Completion Report to the District for review and approval within 60 days after fully implementing the CAP. The District will review and approve the Cleanup Completion Report or return the Report to Pepco for modification or revision in accordance with comments provided by the District. In the latter event, Pepco will submit modifications or revisions to the Cleanup Completion Report to the District until the District approves the Cleanup Completion Report. Revisions or modifications to the Completion Report will be due within 45 days after return from the District.

10. **Reservation of Rights.** The District reserves the right to require Pepco, separate from the requirements of this Consent Order, to perform additional assessment and/or waterside investigation to determine the nature and extent of contaminant migration, contaminant source, likely contaminant pathways, and appropriate remedial actions to address potential impacts to the Anacostia River attributable to the BP Facility.

11. **Environmental Assessment of Vault System.** Within 180 days after the effective date of this Consent Order, Pepco will prepare and submit to the District a Vault System Assessment (“VSA”) Report regarding the construction, operation, inspection, maintenance, and repair of underground vaults based on employee interviews, maintenance, and repair reports, dewatering and discharge/disposal logs, and any other documentation involving the maintenance, inspection, and repair of vaults. The VSA Report will include:

- a. A description of the subsurface vault system identifying the various vault types, sizes, construction materials, configuration, uses, general location of the vaults, and types of equipment contained therein;

- b. A description of past and current practices for inspection and maintenance of vaults including any integrity assessment and a summary of findings from inspection and maintenance documentation and how inspection and maintenance practices have evolved over time;
- c. A description of past and current practices for managing water and sediment in the vaults and how those practices have evolved over time;
- d. An assessment of potential environmental impacts from past and current operation and maintenance of the vaults, including historical discharges of vault water to the storm sewer based on existing available information; and
- e. If the assessment determines that hazardous substances are, or potentially being released to the environment or pollutants are being discharged to District Waters, a recommendation to perform additional assessment or corrective action(s) if warranted.

The VSA Report will include (in appendices, if appropriate) maps showing the location of the vaults and a table listing the vaults cross-referenced to the maps or figures; the District will protect the maps and table of vault locations as confidential information, upon Pepco's request. The District will review and approve the VSA Report or return the Report to Pepco for modification or revision in accordance with comments provided by the District. In the latter event, Pepco will submit modifications or revisions to the VSA Report until the District approves the VSA Report. Revisions or modifications to the VSA Report will be due within 60 days after return from the District or such later date as the District may specify. The District reserves the right, separate from the requirements of this Consent Order, to require Pepco to complete any additional assessment, corrective action, and reporting thereof.

12. **Plan Enforceability and Oversight.** All plans, reports, schedules, and other deliverables submitted to the District under this Consent Order will, upon approval by the District, be incorporated into and enforceable under this Consent Order. In the event the District approves or modifies a plan, report, schedule, or other deliverable, or any portion of any such deliverable submitted to the District under this Consent Order, the approved or modified portion of the deliverable will be incorporated into and enforceable under this Consent Order. All work performed by Pepco will be under the direction and supervision of qualified personnel. The District may have representatives present when the work is being done. Pepco will provide the District a copy of any report prepared by or on Pepco's behalf describing the process used for any sampling or testing, and the results of any sampling or testing done as part of the work.

13. **Extension of Due Dates.** Upon demonstration of good cause, the District may, in its sole discretion, modify or extend the due dates for submission of reports or completion of work.

## V. PENALTIES AND COSTS

14. **Civil Penalty.** Pepco will pay to the District a civil penalty in the amount of \$10 million payable in two equal installments: (i) the first installment will be due within 60 days of the effective date of this Consent Order and (ii) the second installment will be due on or before the first anniversary of the effective date of this Consent Order.

15. **Stipulated Penalties.** In the event Pepco does not timely comply with, fulfill, or complete any of the terms, conditions, requirements, or provisions of this Consent Order, or any provisions incorporated herein, Pepco will be liable to the District for stipulated penalties as set forth in the following table:

<b>Term or Condition</b>	<b>Non-Compliance Event</b>	<b>Stipulated Penalty</b>
Pars. 9 and 11	Failure to complete the work or submit reports required within the time periods proscribed in Paragraphs 9 and 11.	\$1,000/day
Pars. 14 and 15	Failure to pay the civil penalty or any stipulated penalty within the time periods proscribed in Paragraphs 14 and 15.	\$1,000/day
Par. 16	Failure to pay the District's oversight costs within the time period proscribed in Paragraph 16.	\$1,000/day
Miscellaneous provisions	Failure to comply with any other term or condition of this Consent Order including, but not limited to, representations and notice provisions.	\$1,000/day

Stipulated penalties will begin to accrue on the day after performance is due and will continue to accrue through the final day of completion of the activity or until the violation is otherwise fully cured or ceases. Pepco will pay any stipulated penalty within fifteen (15) days after receipt of a written demand by the District to Pepco. The District may, in its unreviewable exercise of discretion, reduce or waive stipulated penalties otherwise due under the Consent Order.

16. **District's Oversight Costs.** Pepco will reimburse the District for its costs to oversee the work and/or any actions taken by the District to oversee, administer, implement, and or/enforce this Consent Order ("Oversight Costs"). At the end of each six consecutive calendar months after the effective date of this Consent Order, the District will provide an invoice for the District's Oversight costs for the preceding six-month period. Pepco's payment to the District for Oversight Costs will be made within thirty (30) days after receipt.

17. **Payment of Penalties and Costs.** Pepco will make all payments for costs and penalties, including any stipulated penalties required by this Consent Order, by wire consistent

with instructions to be provided by the District. Pepco will provide the District with a receipt of the wire within five business days after payment.

## **VI. COVENANTS, RELEASES AND RESERVATION OF RIGHTS.**

18. **Covenant Not to Sue.** Except as set forth in Paragraph 21 (Reservation of Rights), the District covenants not to take any other form of administrative or judicial enforcement against Pepco, its parent companies or their subsidiaries, or any of their predecessors and successors, officers, directors, or employees, with respect to any of the acts, omissions, or other matters as alleged in the Complaint. If Pepco breaches and fails to cure any material breach of this Consent Order within thirty (30) days after the breach, unless extended by the District, the District may declare the foregoing covenant not to sue null and void and may take such other action, including but not limited to, a motion to withdraw the District's consent to this Consent Order and proceed with any administrative or judicial enforcement the District deems just and appropriate.

19. **Resolution and Release of Claims.** Except as set forth in Paragraph 21 (Reservation of Rights), upon satisfaction and completion of all terms and conditions of Articles IV and V of this Consent Order, the District agrees to resolve and release all civil claims against Pepco pursuant to the WPCA, the HWMA, and the Brownfield Act and any implementing regulations, based on the facts alleged in the Complaint.

20. **Rate Payer Recovery.** Pepco agrees not to seek recovery or reimbursement of the civil penalty in Paragraph 14 from District rate payers through the Public Service Commission.

21. **Reservation of Rights by the District.** The District reserves all legal and equitable rights and remedies available to enforce the provisions of this Consent Order. This Consent Order will not be construed to limit the rights of the District to obtain penalties, injunctive relief, damages, or other relief under the WPCA, the HWMA, the Brownfield Act, or any implementing

regulations, except as set forth in this Consent Order. Nothing in this Consent Order is intended nor will it be construed to operate in any way to limit or otherwise preclude the District from taking additional enforcement action against Pepco or any other person who has violated or violates the District's laws, regulations, or other legal requirements, by reason of acts or omissions other than those encompassed by this Consent Order. Nothing in this Consent Order is intended nor will it be construed to operate in any way to limit or otherwise preclude the District from taking action against Pepco for costs associated with the ARSP.

## VII. OTHER TERMS AND CONDITIONS

22. **Public Comment.** Pursuant to D.C. Code § 8-634.08, the Parties acknowledge and agree that the final approval by the District and entry of this Consent Order are subject to public comment on whether Pepco will properly perform and complete the work specified in Article IV above. Pepco agrees to entry of this Consent Order without further notice and will not challenge entry, provided this Consent Order is not modified by the District in response to any public comment or for any other reason without the written consent of Pepco.

23. **Notice.** Unless otherwise specified, notifications, submissions, or communications required by this Consent Order will be in writing and addressed as follows, unless the listed individuals or their successors give written notice of change(s):

### **To the District:**

WESLEY ROSENFELD  
Assistant Attorney General

DAVID S. HOFFMANN  
Senior Assistant Attorney General  
Office of the Attorney General for the District of Columbia  
400 Sixth St., NW  
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**To Pepco:**

ANNE BANCROFT  
Vice President & General Counsel  
Pepco Holdings, Inc.  
701 Ninth Street, N.W.  
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DAVID TOMLINSON  
Assistant General Counsel  
Exelon  
1310 Point Street  
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24. **Record Retention.** For a period of five (5) years, Pepco will retain and preserve, and instruct its contractors to retain and preserve, all data and records that relate directly to Pepco's performance of its obligations under this Consent Order, notwithstanding any corporate document retention policy, and will provide those documents within seven (7) days after receipt of a written request by the District. Authorized representatives of the District, upon presentation of appropriate credentials, will have the right to enter upon Pepco's premises at any reasonable time for the purpose of:

- a. Monitoring the progress of settlement obligations under this Consent Order;
- b. Verifying any data or information submitted by Pepco pursuant to this Consent Order; or
- c. Assessing Pepco's compliance with the Consent Order.

25. **Effect of Settlement.** This Consent Order does not relieve Pepco of its obligation to comply with all applicable provisions of federal, state, or District law; nor will it be construed to be a ruling on, or determination of, any issue related to any federal, state, or District permit, approval, or other requirement. Pepco is responsible for achieving and maintaining compliance



with all applicable federal and District laws, regulations, and permits, and Pepco's compliance with this Consent Order will be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as specifically set forth herein.

26. **Integration.** This Consent Order supersedes all prior agreements and understandings of the Parties and constitutes the entire understanding between and among the Parties with regard to the matters set forth herein. There are no representations, warranties, agreements, arrangements, nor undertakings, written or oral, between or among the Parties thereto, relating to the subject matter of this Consent Order that are not fully expressed herein.

27. **Retention of Jurisdiction.** This Court will retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Order.

28. **Service.** For purposes of this action, the Complaint filed in this action, and the Consent Order, Pepco hereby agrees to accept service by mail at the address provided in Paragraph 23 above, and to waive the formal service requirements of D.C. SCR-Civil Rule 4, including but not limited to service of a summons. Unless otherwise ordered by the Court, Pepco is not required to file any answer or other responsive pleading to the Complaint filed in this matter unless the Court expressly declines to enter this Consent Order, in which case, Pepco will have no less than thirty (30) days after receiving notice of such express declination to file an answer or other pleading in response to the Complaint.

29. **Modification.** There will be no material modification of this Consent Order without (i) the prior written approval and consent of the Parties to this Consent Order and (ii) the approval of the Court. All non-material modifications, such as a change to the person receiving notice under this Consent Order, may be made by written agreement of the Parties. Modifications to due dates

for any plan, report, or other deliverable, will require the written approval of the District but will not require approval of the Court.

30. **Termination.** Pepco may seek termination of this Consent Order by the Court upon:

- a. Payment of the Penalty and any accrued stipulated penalties required under this Consent Order; and
- b. Satisfactory completion of all the work required under Article IV of this Consent Order.

Upon a determination by the District that the foregoing conditions have been completed, including documentation reasonably requested by the District to determine completion, Pepco will prepare on behalf of Pepco and the District a joint motion to terminate this Consent Order. Upon approval of the motion by the Court, Pepco will be released from this Consent Order and have no further obligations with respect to this Consent Order.

31. **Effective Date.** The effective date of this Consent Order will be the date upon which this Consent Order is entered by the Court or a motion to enter the Consent Order is granted, whichever occurs first, as recorded on the Court's Docket.

32. **Governing Law.** This Consent Order is made and executed in the District of Columbia and will be interpreted in accordance with the laws of the District of Columbia.

33. **Signatories.** Each undersigned representative represents that he or she is fully authorized to enter into and execute this Consent Order on behalf of the party he or she represents.

34. **Execution in Counterparts.** This Consent Order may be executed in counterparts, all of which, when taken together, will constitute one agreement, with the same force and effect as

if all signatures had been entered on one document. Electronic signatures are acceptable and may be used in place of a written signature.

35. **Final Judgement.** Upon approval and entry of this Consent Order by the Court, this Consent Order will constitute a final judgement between the District and Pepco for all claims set forth in the Complaint.

**For Plaintiff District of Columbia**


BRIAN L. SCHWALB  
Attorney General for the District of Columbia

JENNIFER C. JONES  
Deputy Attorney General

ARGATONIA D. WEATHERINGTON  
Chief, Social Justice Section

/s/   
WESLEY ROSENFELD [1002428]  
Assistant Attorney General


Date: 10/02/2023

/s/   
DAVID S. HOFFMANN [983129]  
Senior Assistant Attorney General  
Public Advocacy Division  
400 Sixth Street, NW, 10th Floor  
Washington, D.C. 20001

Date: 09/27/2023

*Attorneys for the District of Columbia*

**For Defendant Potomac Electric Power Company**

/s/   
ANNE BANCROFT  
Vice President & General Counsel  
Pepco Holdings, Inc.  
701 Ninth Street, N.W.  
Washington, DC 20068

Date: 9/27/23

**IT IS SO ORDERED AND ADJUDGED.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
[JUDGE]