

**MEMORANDUM OF UNDERSTANDING REGARDING  
BOARD OF ZONING ADJUSTMENT APPLICATION NO. 20643**

This Memorandum of Understanding Regarding Board of Zoning Adjustment (“BZA”) Application No. 20643 (the “MOU”) is agreed upon as of this 15<sup>th</sup> day of March, 2022, by and between The Maret School (“Maret”) and Advisory Neighborhood Commission (“ANC”) 3/4G, a District of Columbia governmental entity.

**UNDERSTANDING OF THE PARTIES**

**WHEREAS**, Maret filed an application with the BZA (BZA Application No. 20643) for special exception relief for a principal private school use and to locate parking spaces in the front yard adjacent to Nebraska Avenue, NW (the “Athletics Facilities Project”) on a portion of the property with an address of 5901 Utah Avenue, NW at Lot 832 in Square 2319 (the “Property”);

**WHEREAS**, the Property is located within the boundaries of ANC 3/4G, and the District of Columbia Zoning Regulations authorizes the ANC to appear as a party in proceedings before the BZA;

**WHEREAS**, on February 28, 2022, ANC 3/4G adopted a unanimous resolution in support of BZA Application No. 20643 so long as the BZA incorporates conditions that were included in the ANC’s resolution (the entire ANC 3/4G resolution is Exhibit 233 of BZA Application No. 20643) into the written order approving BZA Application No. 20643;

**WHEREAS**, at the BZA Public Hearing on March 9, 2022, Maret testified that it has agreed to all of the conditions included in the ANC resolution;

**WHEREAS**, at the BZA Public Hearing on March 9, 2022, the BZA requested that Maret and ANC 3/4G enter into a Memorandum of Understanding which details the ANC’s conditions for supporting BZA Application No. 20643 and Maret’s acceptance of those conditions regarding the development, construction, and operation of the Athletics Facilities Project proposed in BZA Application No. 20643; and

**WHEREAS**, Maret and ANC 3/4G have entered into this MOU in response to the request of the BZA.

**NOW THEREFORE**, for good and valuable consideration the adequacy of which is hereby acknowledged, Maret and ANC 3/4G agree as follows:

1. Compliance with Plans/Materials Approved by the BZA

- a. Maret shall construct the Athletic Facilities Project in conformance with all plans and materials approved by the BZA in BZA Application No. 20643 (as depicted in Exhibits 15A1 and 15A2, as amended and updated in Exhibits 184C1-184C10

of the record in the case), including the location, specifications, and design of the multi-purpose athletic field, baseball diamond, bullpens, batting cages, rain gardens, parking spaces, trash collection receptacles, scoreboard, goal posts, fences, sidewalks, storage sheds, protective netting, bleachers, shot clocks, retaining walls, and stormwater management facilities. Maret shall obtain all relevant D.C. agency permits and clearances in a timely manner and conform to all permit conditions.

- b. Goal posts shall be removable and shall only be in place from August until Maret's last football game of the season. Maret may store the goal posts on site but will make reasonable efforts to ensure that such storage is accomplished in a manner to minimize intrusion to adjacent properties.
- c. Maret shall construct a security fence around the perimeter of the property and shall prohibit players and spectators from accessing the adjacent alleys or properties from the playing fields. Security fencing shall also protect the property as much as reasonably possible from intruders and discourage any impermissible use of the playing fields. Maret shall consult with the residents abutting the property about the material for the security fence.
- d. The protective netting shall be no taller than 30 feet, measured from the finished grade adjacent to its immediate location, and shall be reduced to lower levels wherever possible based on field experience and observation.
- e. Maret shall plant, maintain, and replace (as necessary) the landscaping shown on pages 10 and 11 of Exhibit 15A1 and as amended and updated in Exhibits 184C1-184C10 in the record of BZA Application No. 20643. Landscaping shall use mature shrubs and trees where reasonable and appropriate and after consultation with nearby residents to provide a visual and sound buffer from adjacent residences by the time the fields begin to be used. To the extent reasonably possible, Maret shall select landscaping items in consultation with neighbors and shall seek to use landscaping items that positively contribute to environmental objectives (e.g., including native plant species such as those identified on page 11 in Exhibit 15A1).
- f. Maret shall abide by the terms of the Tree Relocation Plan approved by the BZA in BZA Application No. 20643 (as depicted in Exhibit 184C7 of the record in the case) except to the extent that, after consultation with ANC 3/4G, such plan is modified and approved by DDOT's Urban Forestry Division. Heritage trees will be retained to the extent reasonably possible. No construction shall be allowed under the drip line of heritage trees unless expressly permitted by the Urban Forestry Division.

- g. Maret has designed the Athletic Facilities Project to mitigate stormwater runoff from a 25-year storm, which exceeds the regulatory requirement for a design to mitigate stormwater runoff from a 15-year storm. Maret shall consult with ANC 3/4G and coordinate its stormwater management plan with the District Department of Energy and Environment (“DOEE”). The Athletic Facilities Project shall comply with all relevant DOEE stormwater management regulations (enumerated in Chapter 5 of Title 21 of the District of Columbia Municipal Regulations) and shall satisfy the requirements of the District’s Municipal Separate Storm Sewer System (“MS4”) permit issued by the U.S. Environmental Protection Agency under the Clean Water Act. Maret shall conform to requirements for stormwater reports to DOEE, if any, and shall provide ANC 3/4G with copies of such reports. Absent any DOEE reporting requirements, Maret shall report annually to ANC 3/4G on the operation of the stormwater system for ten years and will continue to maintain the stormwater system in accordance with DOEE requirements so long as the field continues to be used primarily as a private school athletic field.
- h. The turf field shall use natural-based infill such as engineered wood particles, “SafeShell,” or similar products rather than rubber-based products and shall be installed in conformity with best practices regarding permeability and hydrology impacts. Non-playing field areas shall, to the extent reasonably possible, use natural grass and/or vegetation. Maret shall not use crumb rubber infill, which the District Department of General Services no longer permits for District-owned fields. Maret shall observe “best practices” regarding the composition and installation of the field, including consideration of chemical and bacterial factors.
- i. Maret shall install the height and type of perimeter fencing reflected in the 3D model and the 21-day pre-hearing submission.
- j. Maret shall use moveable bleachers at the multipurpose field, and they shall be positioned, to the extent reasonably possible, to minimize noise for adjacent residents. No bleacher set shall exceed 6 tiers. Spectators shall be encouraged to sit in the bleachers and discouraged from standing on the sidelines.
- k. Maret shall, where appropriate, use permeable materials for sidewalks and the parking lot wherever reasonably possible.
- l. Maret shall present an annual report at a regularly scheduled ANC 3/4G Public Meeting that provides details regarding the operations of the athletics facilities over the prior year and provides the public an opportunity to provide comment. Maret shall provide the first annual report, one year after use of the athletics facilities has commenced and will provide the annual reports for ten years.

2. Lighting, Scoreboard and Noise Abatement

- a. With the exception of down-lit security lighting necessary to provide a safe environment at the Athletic Facilities Project, Maret shall not propose, nor shall it allow, the installation or use of lights to illuminate the multi-purpose athletic field or the baseball diamond. The fields shall not be used at any time after dusk.
- b. The down-lit security lighting shall be limited to the parking lot area. The lights shall be no higher than 12 feet and shall be fully down-lit with minimal BUG (backlight, uplight, glare) ratings commensurate with the surrounding ambient conditions. Lights shall use a combination of photocell and timer so that they are on only when dark and go off no later than 9:00 p.m. The lighting levels and color should be no greater than recommended IES (Illumination Engineering Society) standards for similar facilities. Maret shall consult with ANC 3/4G before finalizing the lighting purchase. Security motion lights shall be permitted on the Media Center building and storage structures.
- c. The proposed scoreboard shall be limited to a height of no more than 20 feet, measured from the finished grade adjacent to its immediate location.
- d. No use of any amplified sound shall be permitted at any time at the Athletic Facilities Project. Two shot clock horns, to be used only during lacrosse games (and not during practices or at any other times), may be installed at the multi-purpose athletic field in the locations identified in Exhibits 184C1-184C10 of the record in the case. Maret shall not permit school bands to perform at games.
- e. No use of bullhorns, cowbells, musical instruments, or other similar devices by spectators or event participants shall be permitted. Whistles may be used by coaches and game officials in a manner that is regular and customary for athletic practices and games.

3. Use of and Access to the Athletic Facilities Project

- a. The athletic fields are to be used primarily by Maret to support its athletic programs, and any leased use of the fields to youth sports groups or for non-Maret summer camps shall not exceed the time of Maret's use in any calendar year. Maret shall only be permitted to lease the fields to youth sports organizations based in the District of Columbia and may charge a reasonable fee for use of the fields (reasonableness to be determined by reference to fees charged for field use by DPR and other public (e.g., Coolidge and Wilson High Schools) and private schools (e.g., Sidwell Friends and Georgetown Day School) in the District). For any leased use of the fields, the total number of players and coaches shall not exceed 60 at any time, with the exception of summer camps during which the

total number of participants and staff shall not exceed 75 in any session, with at least 30 minutes between sessions.

b. Use of the Athletic Facilities Project by Maret and its lessees shall not exceed the hours as set forth below except as recommended by ANC 3/4G and Maret and modified by the BZA:

i. Pre-Season (mid to late August):

- Monday: 8:00 a.m. to 6:00 p.m.
- Tuesday: 8:00 a.m. to 6:00 p.m.
- Wednesday: 8:00 a.m. to 6:00 p.m.
- Thursday: 8:00 a.m. to 6:00 p.m.
- Friday: 8:00 a.m. to 6:00 p.m.
- Saturday: No Use Scheduled by Maret or its Lessees
- Sunday: No Use Scheduled by Maret or its Lessees
- Any District of Columbia holiday: No Use Scheduled by Maret or its Lessees

ii. Fall Season (September through November):

- Monday: 3:00 p.m. to 6:00 p.m. (Maret Use) and 6:00 p.m. to 7:00 p.m. (Youth Sports Organizations)
- Tuesday: 3:00 p.m. to 6:00 p.m. (Maret Use) and 6:00 p.m. to 7:00 p.m. (Youth Sports Organizations)
- Wednesday: 2:00 p.m. to 6:00 p.m. (Maret Use) and 6:00 p.m. to 7:00 p.m. (Youth Sports Organizations)
- Thursday: 3:00 p.m. to 6:00 p.m. (Maret Use) and 6:00 p.m. to 7:00 p.m. (Youth Sports Organizations)
- Friday: 3:00 p.m. to 7:00 p.m. (Maret Use)
- Saturday: 10:00 a.m. to 5:00 p.m. (Maret or Youth Sports Organizations)
- Sunday: 11:00 a.m. to 3:30 p.m. (Youth Sports Organizations)

- Any District of Columbia holiday: No Use Scheduled by Maret or its Lessees
- iii. Winter Season (December to President's Day):
- Monday: 4:00 p.m. to 5:30 p.m. (Youth Sports Organizations)
  - Tuesday: 4:00 p.m. to 5:30 p.m. (Youth Sports Organizations)
  - Wednesday: 4:00 p.m. to 5:30 p.m. (Youth Sports Organizations)
  - Thursday: 4:00 p.m. to 5:30 p.m. (Youth Sports Organizations)
  - Friday: 4:00 p.m. to 5:30 p.m. (Youth Sports Organizations)
  - Saturday: No Use Scheduled by Maret or its Lessees
  - Sunday: No Use Scheduled by Maret or its Lessees
  - December 24 through January 2 and any District of Columbia holiday: No Use Scheduled by Maret or its Lessees
- iv. Spring Season (after President's Day to mid-June)
- Monday: 3:00 p.m. to 6:00 p.m. (Maret Use) and 6:00 p.m. to 7:00 p.m. (Youth Sports Organizations)
  - Tuesday: 3:00 p.m. to 6:00 p.m. (Maret Use) and 6:00 p.m. to 7:00 p.m. (Youth Sports Organizations)
  - Wednesday: 2:00 p.m. to 6:00 p.m. (Maret Use) and 6:00 p.m. to 7:00 p.m. (Youth Sports Organizations)
  - Thursday: 3:00 p.m. to 6:00 p.m. (Maret Use) and 6:00 p.m. to 7:00 p.m. (Youth Sports Organizations)
  - Friday: 3:00 p.m. to 7:00 p.m. (Maret Use)
  - Saturday: 10:00 a.m. to 5:00 p.m. (Maret or Youth Sports Organizations)
  - Sunday: 11:00 a.m. to 3:30 p.m. (Youth Sports Organizations)
  - Any District of Columbia holiday: No Use Scheduled by Maret or its Lessees
- v. Summer Season (Mid-June through Mid-August):

- Monday: 9:00 a.m. to 3:00 p.m. (Youth Sports Camps)
  - Tuesday: 9:00 a.m. to 3:00 p.m. (Youth Sports Camps)
  - Wednesday: 9:00 a.m. to 3:00 p.m. (Youth Sports Camps)
  - Thursday: 9:00 a.m. to 3:00 p.m. (Youth Sports Camps)
  - Friday: 9:00 a.m. to 3:00 p.m. (Youth Sports Camps)
  - Saturday: 10:00 a.m. to 5:00 p.m. (Youth Sports Organizations)
  - Sunday: No Use Scheduled by Maret or its Lessees
  - July 4: No Use Scheduled by Maret or its Lessees
- b. Maret shall permit access to the Athletic Facilities Project for community use, which shall include use by residents of the surrounding neighborhood for general recreational activities, but not structured team sports (e.g., team practices or games not otherwise scheduled through Maret) during the following hours:
- i. Pre-Season (mid to late August):
    - Monday: 6:00 p.m. to dusk
    - Tuesday: 6:00 p.m. to dusk
    - Wednesday: 6:00 p.m. to dusk
    - Thursday: 6:00 p.m. to dusk
    - Friday: 6:00 p.m. to dusk
    - Saturday: 8:00 a.m. to dusk
    - Sunday: 8:00 a.m. to dusk
  - ii. Fall Season (September through November):
    - Saturday: 8:00 a.m. to 10:00 a.m. and 5:00 p.m. to dusk
    - Sunday: 8:00 a.m. to 10:00 a.m. and 3:00 p.m. to dusk
  - iii. Winter Season (December through February):
    - Saturday: 8:00 a.m. to dusk

- Sunday: 8:00 a.m. to dusk
- iv. Spring Season (March through June):
  - Saturday: 8:00 a.m. -10:00 a.m. and 5:00 p.m. to dusk
  - Sunday: 8:00 a.m. - 10:00 a.m. and 3:00 p.m. to dusk
- v. Summer Season (July through Mid-August):
  - Monday: 6:00 p.m. to dusk
  - Tuesday: 6:00 p.m. to dusk
  - Wednesday: 6:00 p.m. to dusk
  - Thursday: 6:00 p.m. to dusk
  - Friday: 6:00 p.m. to dusk
  - Saturday: 8:00 a.m. to dusk
  - Sunday: 8:00 a.m. to dusk

Maret shall regularly monitor the community use during the permitted hours to ensure that the fields are not being used by organized adult teams from outside the community and shall advise ANC 3/4G and the BZA of any additional steps that may be necessary to ensure that the fields are used for the intended community purpose.

- c. Maret shall make the Athletic Facilities Project available for scheduled use by children attending ECC and District of Columbia Public School (DCPS) traditional and charter schools on weekdays during the academic school year between the hours of 9:00 a.m. and 3:00 p.m. on Monday, Tuesday, Thursday and Friday and between the hours of 9:00 a.m. and 2:00 p.m. on Wednesday. Maret shall limit any fees charged for such use by DCPS traditional and charter school students to the rates charged for athletic field use by DPR.
- d. Maret shall post on its website for the Athletic Facilities Project the hours of seasonal uses of the athletic field by Maret or others as set forth in these conditions and will provide a link to Maret's athletic schedule. Neighbors should be able to go to this source to see what activities are authorized at any time.
- e. Maret may submit a proposal to ANC 3/4G and the BZA to modify the approved hours of use set forth in this Condition #3, not earlier than three (3) years from the date of the issuance of the written Order in BZA Application No. 20643.

Similarly, ANC 3/4G may submit a proposal to Maret and the BZA to modify the approved hours of use set forth in this Condition #3, not earlier than three (3) years from the date of the issuance of the written order in BZA Application No. 20643.

- f. On weekdays during the academic year, the parking lot and field gates identified in Exhibits 184C1-184C10 of the record in the case shall be open and/or unlocked during daylight hours to allow access to authorized users. During periods when the Athletic Facilities Project is not scheduled for use, Maret may secure the parking lot and/or field gates. Community members shall be provided with a means to access the field (e.g., by a gate code) in the event the field gate is locked during a period of time when community use is permitted (i.e., for “pickup” games or community events). During all times of the year, the parking lot and field gates shall be locked from dusk until dawn.
- g. Maret shall retain and exercise the right to request that anyone using the field, the field house, or the parking lot leave the property based on their disorderly conduct.
- h. Maret shall negotiate with DPR to end its agreement for use of the Jelleff field at 3265 S Street, NW — including both Maret’s obligations for maintenance of the field and Maret’s preferential use of the field — effective when the Athletic Facilities Project is complete and operational. Maret shall report to ANC 3/4G and ANC 2E on its efforts to negotiate an expeditious end to the Jelleff field agreement with DPR.

#### 4. Transportation and Parking

- a. Maret shall construct approximately 48 parking spaces as part of the Athletic Facilities Project in conformance with the plans and materials approved in BZA Application No. 20643 and as depicted in Exhibits 184C1-184C10 of the record in the case.
- b. Maret shall abide by the terms of the Transportation Demand Management Plan approved in BZA Application No. 20643 as detailed in Exhibits 97A1 and 97A2 of the record in the case, including:
  - i. Provide a minimum of six short-term bicycle racks (12 spaces) on the site.
  - ii. Subject to DDOT approval, designate a bus drop-off/pick-up zone on Nebraska Avenue, as identified on the site plan included in Pre-hearing Statement (Ex. [184C2](#)). Parked buses and cars must have their engines turned off (i.e., no idling).

- iii. Implement the following policies to reduce single-occupancy vehicle trips to Athletic Facilities Project:
- During the school year, Maret shall require all Maret team members and most coaches to travel to and from the Athletic Facilities Project by bus for practices, except team members who live in the neighborhood who may bike or walk to practice, team members who use Metrobus, and up to five coaches who may drive to/from the Athletic Facilities Project.
  - During the school year, Maret shall require all Maret and visiting team members and most coaches to travel to and from the Athletic Facilities Project by bus for games, except team members who live in the neighborhood who may bike or walk to practice, team members who use Metrobus, and up to five coaches who may drive to/from the Athletic Facilities Project. Team members whose parents or guardians attended the game may leave the Athletic Facilities Project with their parents or guardians.
  - During the pre-season, Maret shall require team members and coaches to travel to the Athletic Facilities Project by bus, except team members who live in the neighborhood who may bike or walk to practice, team members who use Metrobus, and up to 12 team members and five coaches for the morning session and up to 12 team members and five coaches for the afternoon session who may drive to/from the Athletic Facilities Project for both the morning and afternoon practice sessions.
  - Maret shall encourage visitors to the Athletic Facilities Project to use the nearby Metrobus M4, E4, or E6 lines (and any additional bus lines), providing connectivity to the Tenleytown and Friendship Heights Metrorail Stations.
  - Maret shall monitor lessees' use of single-occupancy vehicle trips to the Athletic Facilities Project and report to ANC 3/4G and DDOT in the Fall and Spring seasons in the first year of operation and bi-annually thereafter. The monitoring study shall consist of weekday PM and Saturday peak hour vehicle counts to determine the number of vehicle trips generated by the facility when lessees use the fields. If the trip generation for the facility is higher than the peak hour trip generation identified in Table 6 on p. 20 of the January 2022 CTR, Maret shall propose steps that can be taken to reduce the number of such trips. Bi-annual monitoring shall be conducted until such time as the monitoring study reveals that the weekday PM and Saturday peak hour trip generation is at or below the trip generation identified in the

CTR for two years. At such time, the monitoring may cease if peak volumes are consistent with the CTR projections.

- In order to minimize the number of vehicles picking up or dropping off at any one time, Maret shall not schedule nor shall it permit its lessees to schedule games with less than 30 minutes between the end of one game and the scheduled beginning of the second game.
  - In order to reduce the amount of total traffic on Maret game days, Maret shall work with St. John's College High School to avoid scheduling home games at the same times.
- vi. Maret shall provide flaggers in the parking lot to direct traffic to available parking lot spaces during games and practices in which the parking lot is expected to be at or near capacity. Maret shall also request and pay for traffic control officers to direct traffic into and out of the parking lot during events for which more than 75 spectators are anticipated to arrive at the athletic fields by car.
- vii. Once each fall and spring for the first three years of the athletic fields' use, when the parking lot is at or near capacity, Maret shall survey street parking availability on nearby streets (comparable to the On Street Parking Assessment in the Comprehensive Transportation Review (CTR), Ex. 97A1 at pages 17-18) and report the results of the survey to ANC 3/4G. If the survey shows that parking occupancy exceeds 70% of the available street spaces, Maret will propose steps that can be taken to reduce the number of vehicles parked on nearby streets when the parking lot is at or near capacity.
- viii. Through signage or another appropriate means, Maret shall notify those who attend events at the Athletic Facilities Project that they may not park illegally as indicated by DDOT signage on any nearby street. When notified of illegally parked vehicles on nearby streets, Maret shall take prompt and reasonable action to find the vehicle owner and request that the vehicle be moved.
- ix. Maret shall not permit trash and recycling pickup during the following hours:
- Between 9:00 p.m. and 7:00 a.m. in accordance with DCMR 20-2806;
  - During the school year, from 3:00 p.m. to 5:00 p.m. on weekdays;
  - During the summer, before 9:00 a.m. or after 3:00 p.m. on weekdays; and

- Anytime on Saturdays or Sundays.
- x. Maret shall work with ANC 3/4G to advocate with DDOT for traffic control and traffic mitigation measures on Nebraska Avenue, Utah Avenue, and at the intersection of Military Road and 27th Street.
- xi. Pedestrians and vehicles shall not have access to the field from the Rittenhouse Street or Utah Avenue alleys, and the spectators may not use the alleys during games or practices.
- xii. Maret shall create a community area at the intersection of the Rittenhouse Street and Utah Avenue alleys that will be open to the public. Maret shall enhance the landscape buffering between this area and the field to prevent spectators from watching games on the athletic fields from the community area.
- xiii. Maret shall advise spectators that alcohol is not permitted on the field.
- xiv. The parking lot and field house will be locked except during the period starting 30 minutes before scheduled use of the field and 30 minutes after scheduled use of the Field. The parking lot may be unlocked when in use by Maret or ECC staff. Maret is responsible for ensuring that the field and field house are vacant before the parking lot gate is locked.
- xv. Activities at the field shall be conducted so that they do not impede access by emergency vehicles to and from the Knollwood Life Plan Community on Oregon Avenue, NW. At least one traffic lane shall be made accessible when such emergency vehicles approach the site by use of a flag person or other means.
- xvi. Maret shall comply with all of the conditions that DDOT recommends in its February 25, 2022 memorandum to the BZA ([Ex. 222](#), pages 2-4).

5. Communications During Construction Activity and Management of Construction-Related Impacts.

- a. Pre-construction period
  - i. Site management and contact: Prior to construction, Maret and the General Contractor shall designate a Maret Project Manager (or, in the Project Manager's absence, an alternate) as the single point of contact who will be responsible for receiving, addressing, and resolving any questions, concerns, complaints, or suggestions from the ANC, or from the

community. The Maret Project Manager will keep a log of outstanding questions or issues that have been raised by the ANC or the community to identify their status, estimated dates for resolution, and resolution. This log will be available for review by the ANC. The General Contractor will have an employee who is familiar with these Conditions on the site whenever any construction activities are ongoing. Current contact information for the Maret Project Manager will be published on the Maret Athletics Facilities Project Webpage and on gates providing access to the construction site.

- ii. Communications: Maret shall establish a page on its website devoted to communications related to the Athletics Facilities Project, and it will keep this webpage (“Athletics Facilities Project Webpage”) current with information that includes: (i) a calendar that identifies all scheduled meetings or events and key construction or pre-construction activities related to the Athletics Facilities Project; (ii) a milestone schedule for the Athletics Facilities Project showing key start and completion dates; and (iii) the date(s) that DDOT or DCRA has approved for any after-hours work (if applicable).
- iii. Home Damage Impact: At least 90 days before the planned start of construction, Maret and the General Contractor will distribute flyers or otherwise communicate with all homes located within 200 feet on the approximate start date.
  - (A) At least 90 days prior to construction, Maret and the General Contractor will offer to conduct a survey of homes at the locations identified below as Designated Survey Homes, in order to provide a pre-construction baseline for any potential damage, including a crack assessment, within this area that might be caused by construction-related activities of the project. Activities include but are not limited to digging and leveling, movement of equipment, tree removal and replacement, and vibration from jackhammers. (There will be no blasting during construction without notice to ANC 3/4G and the neighbors within 200 feet of the site.) The cost for conducting these surveys for any homeowner within the designated group who agrees to a survey shall be borne entirely by Maret. A copy of any survey conducted will be provided to the relevant homeowner at the homeowner’s request.
  - (B) The Designated Survey Homes shall include: (1) all the houses on 28th Street, NW, west side, contiguous to the ECC property; (2) all the houses on Nebraska Avenue, NW on the field side, on the same

block as the field, and (3) all the houses on Utah Avenue, NW and Rittenhouse Street, NW that are adjacent to the alleys that abut the ECC property.

- (C) At the completion of construction, residents in the Designated Survey Homes may submit to Maret any evidence of damage (including damage from stormwater) that they reasonably believe was caused by the construction. After comparing the pre-construction survey to any evidence of damage, Maret shall contract and pay for repairs of construction damage (including damage from stormwater). If needed, Maret shall pay for cleaning windows of construction dust for the Designated Survey Homes.
- iv. Construction Traffic Control: Prior to the start of construction, Maret and the General Contractor will prepare a proposed plan for managing the construction traffic into and out of the site — the Construction Traffic Plan or CTP. The goal of the CTP shall be to minimize the impact on streets in the surrounding neighborhood and minimize any objectionable effects to the extent reasonably possible. Components of the CTP are:
- (A) Routes: Construction-related vehicles shall include heavy trucks (including concrete and flatbed trucks), passenger vehicles, pick-up trucks, self-propelled construction equipment, skips, and dumpsters.
    - (i) All construction related vehicles — with the limited exception, where necessary, for vehicles that require access from the alley to work on the perimeter landscape buffer, retaining walls, and heritage trees — shall only enter and exit the property from Nebraska Avenue NW. Construction access to the site shall be up Oregon Avenue, NW to Nebraska Avenue, NW (or Oregon Avenue, NW to Rittenhouse Street, NW to Nebraska Avenue, NW depending on the Oregon Avenue, NW construction). Exiting vehicles turn right to Nebraska Avenue, NW and make a left onto Utah Avenue, NW to Military Road, NW. Construction vehicles shall not queue on the street and shall be turned off if not being actively used on site. At no time during the construction period shall heavy equipment be allowed on or through the alleys, including for the purposes of construction

operations and storage. If reasonably necessary, Maret shall provide flag persons to ensure that no construction vehicles use the alleys. Construction vehicles shall park on the field, not on neighborhood streets or alleys.

- (ii) Except as provided in paragraph (ii) above, at no time during the construction period shall heavy equipment be allowed on or through the alleys, including for the purposes of construction operations and storage. If reasonably necessary, Maret shall provide flag persons to ensure that no construction vehicles use the alleys.
  - (iii) Construction activities at the field shall be conducted so that they do not impede access by emergency vehicles to and from the Knollwood Life Plan Community on Oregon Avenue, NW. At least one traffic lane shall be made accessible when such emergency vehicles approach the site by use of a flag person or other means.
- (B) Staging: Maret shall identify authorized off-site truck staging areas and those areas that are expressly prohibited for truck staging, and Maret shall notify DDOT and ANC 3/4G regarding truck or equipment staging areas and prohibitions against construction traffic in the neighborhood streets surrounding the site as shall be identified in the Construction Management Plan. No staging shall be permitted on residential streets.
- (C) Hours: Maret shall specify actions that the General Contractor will take to prohibit construction traffic (including hauling or replacing dumpsters) into or out of the site Monday through Friday before 7:00 am or after 5:00 pm, Saturdays before 9:00 am and after 5:00 pm, or at any time on Sundays for the duration of construction. Nevertheless, the General Contractor shall be permitted to seek permission from DDOT or DCRA for certain highly limited activities outside of these hours.
- (D) Clean ups: Maret shall ensure that the General Contractor utilize controls including but not limited to tarps and other

covers and tie-downs to control dust generation or slippage of materials from truck movement on roadways to and from the site. Maret shall ensure that contractor follow procedures to promptly clean up any spills or slippages on roadways from vehicles associated with the project.

- v. Construction Parking: Prior to the start of construction, Maret and the General Contractor will prepare a plan to accommodate parking and transportation during construction for the construction workers – i.e., the Construction Parking Plan (CPP). At a minimum, the plan will include:
  - (A) Identification of permitted off-site parking for use during construction by workers at any time during construction when they are unable to be accommodated on the site, but no construction worker parking on residential streets shall be permitted;
  - (B) Provision of common vehicle (bus, van) to transport workers from any off-site parking location to and from the site;
  - (C) A plan for communicating the off-site parking requirements to construction workers, and
  - (D) A penalty plan for violations of this policy, including the amounts of penalty, the responsible party, and the recipient of penalty payments. The CPP will be published on the Athletic Facilities Project Website and up-dated as necessary by the General Contractor and Maret.
  
- vi. Communication: The Construction Traffic Plan will be published on the Athletics Facilities Project Webpage and updated as necessary by the General Contractor and Maret.
  
- vii. Site Preparation Elements: Prior to the start of construction, Maret and the General Contractor shall prepare a plan to minimize construction noise, vibrations, odors, dust, dirt, liquid spills or leaks, fumes, effluents, floodlights, rats and other pests, and other potential disruption or effects from the Athletic Facilities Project (the “Construction Management Plan”). This plan will include, at a minimum, actions that will be taken to:
  - (A) minimize airborne dust or dirt during construction;

- (B) limit smoking or break areas to designated areas on site that are located no closer than 25 feet from the property line shared with the 28<sup>th</sup> Street, NW neighbors;
  - (C) require construction workers to refrain from consuming food on nearby residential streets and to consume food inside the construction fence, and construction workers shall also remove all food trash daily. Any food trucks serving the workers shall be parked off street on the site and not on the surrounding streets.
  - (D) prohibit construction workers from using alcohol or drugs on the site; and
  - (E) control and mitigate stormwater runoff during the construction period.
- viii. Management and Community Relations
- (A) ANC 3/4G shall create a Maret Project Task Force. Beginning two months before any construction begins and continuing through two months after construction is completed, Maret and/or the General Contractor will meet monthly (or as often as the Task Force determines is necessary, but not more than two times per month) with a Task Force composed of three to five ANC commissioners or Commission appointed designees. The Task Force members will be selected by ANC 3/4G, and their names and contact information will be posted on ANC 3/4G's website ([anc3g.org](http://anc3g.org)). Maret, the General Contractor, and the Episcopal Children's Center may be represented at all Task Force meetings as ex-officio members and will report on the status of construction, the upcoming construction schedule, and any problems or concerns that residents have raised.
  - (B) The Task Force shall provide a written framework to Maret and the General Contractor in a timely fashion before construction begins outlining the Task Force objectives and monitoring functions. Adoption of the framework by the Task Force will be by a simple majority. The minority may request that alternative views be distributed to Maret and the General Contractor. After presentation of the framework to Maret and the General Contractor, all parties shall agree to mutually acceptable terms that shall constitute the final construction framework.

- (C) All construction activities on the ECC/Maret property shall be undertaken in a manner that is consistent with all conditions of the BZA Order (including the language in this Condition #5) approving the Application and all related permits, amendments, or agreements with applicable regulatory agencies. ANC agreements and/or resolutions may be incorporated by reference in BZA orders or included separately among the relevant parties.
- (D) Maret and the General Contractor may at any time make reasonable modifications to their construction activities, after consulting with the Task Force so long as the modifications are consistent with the BZA's Order. The Task Force, Maret, and the General Contractor will make reasonable efforts to address and resolve any questions or issues that are raised with regard to a particular element of construction activity on the ECC/Maret property.
- (E) Notification: Maret shall publish the requirements of this Condition #5 on the Athletic Facilities Project Website and update it as necessary. Maret will require that its General Contractor include provisions in all subcontracts that will require that the subcontractor adhere to the provisions of this Condition #5. Nevertheless, Maret and the General Contractor will remain responsible for ensuring that work on the Athletic Facilities Project is undertaken in accordance with all requirements of these Conditions.

b. Construction Period

- i. Hours: Normal construction hours shall be between 7:00 a.m. and 5:00 p.m. Monday through Friday, and between 9:00 a.m. and 5:00 p.m. on Saturday. In the event that an emergency threatens the life and safety of workers, or others in the community, construction may occur during other hours or on other days so long as the ANC is given reasonable notice. Reasonable notice shall be considered an email to the Single Member District Commissioner and ANC Chair and is not required to be given before the start of the emergency work if there is inadequate time to do so.
- ii. Perimeter Elements
  - (A) Alleys: The actual alleys behind the houses on Utah Avenue, NW and Rittenhouse Street, NW themselves, shall be repaired by the contractor should they be damaged during construction.

Restoration of the alleys should be to a pre-construction level at the direction and satisfaction of DDOT.

- (B) Other structures: All the garages and driveways on the Utah Avenue, NW and Rittenhouse Street, NW alleys shall be restored to pre-construction status should they be damaged from “sinking” or cracking due to subsidence or other causes related to digging and earth removal nearby the alleys. All the fences separating the above stated homes (or alleys) from the ECC site shall be replaced in-kind if damaged due to construction. Where necessary, Maret and the General Contractor shall erect and maintain a high-quality construction fence along the perimeter of the site. All the contiguous properties landscaping shall be maintained and protected. All vegetation and trees on neighboring properties near the property line are to have proper tree and root ball protection to the extent they are impacted by the construction of the project.

iii. On-site elements

- (A) Construction facilities: Construction offices shall be located on the construction site. Construction trailers and latrines will not be positioned within 25’ of the property line. Construction offices, latrines, material dumps, or project-related vehicles of any kind will be screened to minimize any visual impacts.
- (B) Trash and debris: Maret and the General Contractor shall remove rubbish and construction debris as necessary during the normal construction work day and shall inspect the site daily for compliance. Maret shall publish to the Athletic Facilities Project Website complete contact information for a point of contact (which may be the designated Project Manager), whom neighbors can contact to report rubbish or construction debris outside of the construction site.
- (C) Notification: Maret and the General Contractor shall erect reasonable signage throughout the Athletic Facilities Project site to advise subcontractors and construction workers of the requirements of these Conditions.

6. Dispute Resolution

- A. Any person claiming that Maret or Maret’s contractors has violated any of these conditions may submit a complaint to the Task Force. The Task Force will attempt

to resolve the dispute informally. The Task Force may impose reasonable fines and/or require performance of the obligations imposed by these conditions. The total amount of fines will be capped at \$25,000.

- B. If the dispute cannot be resolved by the Task Force, the claimant or Maret may seek arbitration by an independent arbitrator selected by the Task Force and accepted by Maret. The arbitrator may issue a final and binding decision on all issues submitted. The arbitrator may require performance of obligations imposed by the MOU, impose reasonable fines for its violation, and to determine the allocation of arbitration costs and fees.
- C. If the Task Force or arbitrator imposes a fine, the Task Force shall decide which charitable organization based in the District of Columbia shall receive the amount of the fine.

7. Duration and Counterparts

- A. This MOU shall remain in effect at all times during which Maret or any of Maret's successors or assignees uses the Athletic Facilities Project. It may not be altered or amended except by a BZA order.
- B. If Maret terminates its lease with ECC or does not renew its lease for the full 50 years, ECC shall assume Maret's obligations under these conditions so long as the field continues to be used primarily as a private school athletic field. If the ECC sells the property or transfers the lease to any other entity, the new property owner or lessee shall assume the obligations under these conditions so long as the field continues to be used primarily as a private school athletic field. These obligations may not be altered or amended except by a BZA order.
- C. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, electronic, or scanned signatures shall constitute originals.

**SIGNATURES ON FOLLOWING PAGES**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have hereby duly executed and delivered this MOU as of the date first above written.

**MARET**

The Maret School

By: Marjo Talbott  
Name: Marjo Talbott  
Title: Head of School

**ANC**

Advisory Neighborhood Commission 3/4G

By: Randy Speck  
Name: Randy Speck  
Title: Chairman

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<sup>1</sup> Authorized at ANC 3/4G's duly noticed March 14, 2022 public meeting by a vote of 6 to 0 (a quorum being 4).