

# Electric Vehicle (EV) Charging Station Electrical Infrastructure Application

## Directions

Please complete this application, Exhibit A: EVSE Site Worksheet, and Exhibit B: Site Host EV Leadership Certification, and submit to **EVNationalGridUNY@nationalgrid.com**

National Grid will review your proposal and determine whether the project qualifies for funding.

## Participant Eligibility

The Customer identified in this application must be a National Grid, non-residential, upstate New York electric customer.

Customer Information			
Account Name (as shown on your National Grid bill)		National Grid Electric Account Number	
Contact Name			
Title			
Work Phone	Cell Phone	Email	
Address 1			
Address 2			
City	State	Zip	National Grid Contact Person (if applicable)
Federal Tax ID #			
Check Appropriate Box: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Exempt Payee (W-9) <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other      Enter Tax classification ____ (D = entity, C = corporation, P = partnership) <input type="checkbox"/> Partnership			
Facility Information			
Total Number of Vehicle Parking Spots		Number of Employees or Rental Units	
Type of Facility: <input type="checkbox"/> Office <input type="checkbox"/> Multi Unit Dwelling/Apartment/Condo <input type="checkbox"/> College/University <input type="checkbox"/> Medical Campus <input type="checkbox"/> Industrial <input type="checkbox"/> Other (please specify):			

**Customer Facility Contact Information**

A facility contact is the designated person for National Grid to notify regarding the electric system infrastructure upgrades.

Same as Customer information       Same as Applicant Information

Contact Name

Title

Work Phone

Cell Phone

Email

Address 1

Address 2

City

State

Zip

**Applicant Information**

An applicant may be a third-party authorized to apply for the Program on behalf of the Customer. If the Applicant is an authorized third-party, the Applicant's information is required below.

Company Name

Contact Name

Title

Work Phone

Cell Phone

Email

Address 1

Address 2

City

State

Zip

**Customer Assignment of Incentive to Applicant**

An individual or entity other than the Customer receiving payment from National Grid.

**Note: Only complete this section if the Customer is authorizing National Grid to assign the incentive payment to a third-party and not the Customer.**

Payee Name on Check		
Company Name (if different from above)		
Payee Contact Name		
Title		
Day Phone	Cell Phone	Email
Address 1		
Address 2		
City	State	Zip
<b>I hereby assign any right, title, or interest that I may have in the incentive payment to the Applicant.</b>		
Customer Name (please print)	Customer Signature	Date

**Customer Signature**

I have acknowledged the incentive offer amount to be provided by National Grid and agree to the Terms & Conditions outlined and attached in this application, thereby becoming a binding Agreement.

Customer Name (please print)	Customer Signature	Date
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**Term**

The Term shall begin from the date of EVSE activation for a minimum of five (5) years, with automatic one year renewals for the next five years, unless the Customer opts out by written notice to National Grid.

Activation Date of Electric Vehicle Supply Equipment (EVSE)	Customer Signature	Date
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## Exhibit A: Electric Vehicle Supply Equipment (EVSE) Site Worksheet

Site Host Information	
Site Host Name:	
Site Location:	
Site/Project Owner:	
Site/Project Owner Representative:	
Office Phone:	
Mobile Phone:	
Email:	

EVSE Information					
Summarize the proposed project including EVSE and electrical infrastructure requirements.					
Type	Manufacturer & Model Number	Number of Stations	Number of Ports	Customer Accept (Initials)	Notes / Comments
Level 2					
Level 1					
DCFC					
<b>National Grid Total Authorized Amount<sup>1</sup></b> (filled out by National Grid)				\$ _____.	00

Electric Power Requirements	
Power Source Location:	
Power Source Type:	<input type="checkbox"/> 208V Three Phase      Other Notes: <input type="checkbox"/> 480V Three Phase
Electrical Panel:	<input type="checkbox"/> Existing <input type="checkbox"/> New      Location:
Meter:	<input type="checkbox"/> Existing <input type="checkbox"/> New      Location:
Other Requirements:	

Electric Infrastructure Costs					
Electrical Infrastructure <sup>2</sup>	Total Installation Cost Estimate (Exhibit A)*	Installation by National Grid <sup>3</sup> or Customer?	National Grid Authorized Amount	Customer Accept (Initials)	Notes / Comments
Electrical Panel to EVSE	\$ _____.		\$ _____.		
EVSE can be powered from Site Host's existing electrical panel? <input type="checkbox"/> Yes <input type="checkbox"/> No					
If no, please describe electric system upgrade: _____					

<sup>1</sup> National Grid may authorize a rebate for EVSE based on a number of factors including Site Host EV Leadership Certification commitment.

<sup>2</sup> If the project is approved to proceed then National Grid will install and own the electrical infrastructure from the site host's electrical panel to the EVSE stub which will include required excavation and restoration of excavated area to reasonably the same condition as existed prior to such excavation. If required, the Customer may choose to use their electrician to install the electrical infrastructure; however, National Grid must review and approve the cost estimate prior to approving the project. Regardless of the electrical infrastructure vendor, the Site Host will be responsible for the EVSE installation and station activation.

<sup>3</sup> National Grid will install the electrical infrastructure using a vendor of its choice.

\* Not to include station protection (concrete curbing or bollards, for example).



**EVSE Site Field Drawing**

**Site field drawing must include, at a minimum:**

- Overhead satellite image of site
- Location of electrical panel serving the EVSE
- Proposed location of EVSE
- Proposed location of electrical infrastructure to EVSE, including distance
- Notes and other information to assist with evaluating this proposal

Site Host agrees to:	National Grid agrees to provide the following turnkey services:
<p><b>SILVER: Raise EV IQ</b></p> <ul style="list-style-type: none"> <li>Promote EV web content to employees through internal web site</li> <li>Promote EV webinars – not to exceed 4 per year – to employees through email</li> <li>Distribute monthly EV email to employees</li> <li>Distribute EV survey to employees on annual basis</li> </ul>	<ul style="list-style-type: none"> <li>Provide link to EV web content</li> <li>Host and conduct EV webinar and provide email promoting webinar</li> <li>Provide email with EV content</li> <li>Provide annual EV survey, tabulate results and provide to Site Host</li> <li>Provide EV Customer Support (web chat, e-mail and telephone) during normal business hours.</li> </ul>
<p><b>GOLD: SILVER + Ride and Drive Event</b></p> <ul style="list-style-type: none"> <li>Host three (3) ride and drive events at the site host location within two years of Station Activation Date</li> </ul>	<ul style="list-style-type: none"> <li>Organize and manage ride and drive events</li> <li>Manage EV sweepstakes for employees</li> <li>Fund up to 100 percent of electrical infrastructure and associated installation costs for approved projects</li> </ul>
<p><b>PLATINUM: GOLD + Site Host Employee EV Incentive</b></p> <ul style="list-style-type: none"> <li>Offer an EV incentive to employees in the amount of \$_____ for a period of ____ years or _____ rebates, not to exceed \$_____.</li> <li>Convert existing fleet gas-powered vehicles to EV</li> </ul>	<ul style="list-style-type: none"> <li>Receive and approve EV incentive applications from Site Host employees. Return applications to Site Host for processing and payment</li> </ul>

**SITE HOST EV LEADERSHIP CERTIFICATION LEVEL (Select One)**

Initial Here

- SILVER \_\_\_\_\_
- GOLD \_\_\_\_\_
- PLATINUM \_\_\_\_\_

**EV Leadership Certification Customer Signature**

I agree to support EV adoption by adhering to the requirements associated with the EV LEADERSHIP CERTIFICATION LEVEL selected above.

Customer Name (please print)	Customer Signature	Date
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## Upstate New York Electric Vehicle Charging Station Electrical Infrastructure Program Site Host Terms and Conditions

The Site Host agrees to participate in the Upstate New York Electric Vehicle Charging Station Electrical Infrastructure Program offered by Niagara Mohawk Power Corporation d/b/a National Grid (“National Grid”) pursuant to these terms and conditions (“Terms and Conditions”), set forth herein.

### **1. Definitions.**

- 1.1 “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.
- 1.2 “Agreement” means the Application, these Terms and Conditions and any exhibits and attachments which are incorporated and made a part of this Agreement.
- 1.3 “Application” means the Upstate NY Electric Vehicle (EV) Charging Station Electrical Infrastructure Application, including any attachments, exhibits, and these Terms and Conditions.
- 1.4 “Electric Distribution Upgrades” means (i) National Grid Electric Distribution System Upgrades which includes, but is not limited to, transformer upgrade, service wire size increases; and (ii) Site Host’s Electric Distribution System Upgrades which includes, but is not limited to, installation of wire and conduit from the Site Host’s electrical panel to the EV charging station stub.
- 1.5 “Electric Distribution Upgrade Financial Incentive” means National Grid’s financial contributions toward the Site Host’s Electric Distribution Upgrades as defined above.
- 1.6 “EVSE” or “EV Charging Station” means the Electric Vehicle Supply Equipment appearing on the National Grid EVSE Qualified Equipment List.
- 1.7 “Equipment” means the EVSE and Site Host’s Electric Distribution System Upgrades.
- 1.8 “Equipment Activation Date” means the date upon which the Site Host activates the Equipment installed on the Site as indicated in the section of the Application entitled “Term”.
- 1.9 “EVSE Rebate” means the rebate offered to Site Host by National Grid for the EVSE.
- 1.10 “EVSE Supplier” means vendors with EVSE on the National Grid EVSE Qualified Equipment List.
- 1.11 “EVSE Utilization Data” means charging station utilization information provided by the Site Host to National Grid which includes, but is not limited to, station kWh usage, time of day usage, and numbers of unique drivers.
- 1.12 “Initial Term” has the meaning set forth in Section 2 below.
- 1.13 “National Grid” means Niagara Mohawk Power Corporation d/b/a National Grid.
- 1.14 “Person” means any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.
- 1.15 “Program” means the National Grid Upstate New York Electric Vehicle Charging Station Electrical Infrastructure Program.
- 1.16 “Program Materials” means the documents and information provided by National Grid, and other Program requirements, which may include, without limitation, Program guidelines and requirements, application forms, terms and conditions, and other correspondence or literature regarding the Program.
- 1.17 “Renewal Term” has the meaning set forth in Section 2 below.
- 1.18 “Site Host” means the nonresidential customer maintaining an electric account for service with National Grid who satisfies the Site Host eligibility requirements below.
- 1.19 “Site” means the property owned or occupied by the Site Host where the Equipment will be installed.
- 1.20 “Term” means the Initial Term and any Renewal Terms as set forth in Section 2 below.

### **2. Term.**

- 2.1 Initial Term. The initial term of this Agreement will commence on the EVSE Activation Date and continue for five (5) years (“Initial Term”). The Site Host shall provide written notice of the EVSE Activation Date to National Grid and such date shall be written into the Application and signed off by the Site Host.
- 2.2 Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew annually, for five (5) additional one year terms (“Renewal Terms”) unless the Agreement is terminated by the Site Host or National Grid by providing the other party thirty (30) days written notice.

### **3. Site Host Eligibility Requirements and Representations and Warranties.**

- 3.1 The Site Host (i) is non-residential electric customer of National Grid, and (ii) is the owner of the Site or has the right or express written authority to install the Equipment on the Site. Site Host shall obtain any required approvals from property owners, landlords and/or corporate offices.
- 3.2 The Site Host agrees to install qualified EVSE, perform the required Site Host’s Electric Distribution Upgrades, establish any necessary electric service orders with National Grid and comply with Exhibit B attached to the Application.



- 3.3 Site Host agrees to install Equipment in compliance with all federal, state and local laws and/or codes, and to follow all applicable electric codes and standards.
- 3.4 The Site Host agrees to participate in the Program for the Initial Term.
- 3.5 The Site Host represents and warrants that the information it submitted on its Application for Program participation is true, complete and accurate.

**4. Site Host Obligations.**

The Site Host shall:

- 4.1 Obtain all necessary approvals, permits and licenses for the installation and operation of EVSE and for the Site Host's Electric Distribution System Upgrades.
- 4.2 Notify National Grid of any vandalism, malfunction or suspected malfunction of the EVSE or the Site Host's Electric Distribution System Upgrades.
- 4.3 Rectify issues identified during a post inspection review conducted by National Grid or its contractor pursuant to Section 10.2 below.
- 4.4 Be accessible to National Grid and, as requested from time to time by National Grid, to answer National Grid's or its contractor's questions regarding the performance of the EVSE.
- 4.5 Not cause or permit the Equipment to become subject to any mortgage, lien, security interest or other encumbrance.
- 4.6 Perform Site Host's Electric Distribution Upgrades required to support the activation and operation of the EVSE on the Site.
- 4.7 Maintain all Equipment in a safe manner pursuant to Section 7 below.
- 4.8 Ensure EVSE on the Site is visible and accessible for use pursuant to Section 9 below.
- 4.9 Distribute EV interest survey provided by National Grid to employees/tenants annually within ninety (90) days of the EVSE activation and annually thereafter.
- 4.10 Perform Electric Vehicle Ride and Drive Events as required under Exhibit B.
- 4.11 Rectify any and all issues discovered or identified during inspection(s) conducted by National Grid or its contractor which is a condition of any incentive or rebate payment to Site Host by National Grid under the Program and this Agreement.
- 4.12 Insure or self-insure the EVSE against loss, theft, damage, or destruction in an amount not less than the full replacement value of the EVSE.
- 4.13 Comply with insurance requirements set forth under Section 15 below.
- 4.14 Provide the required documentation and invoices to National Grid pursuant to Section 8 below.
- 4.15 Pay the electricity costs for EVSE on Site.

**5. National Grid Obligations.**

National Grid or its contractors will:

- 5.1 Install and maintain any necessary National Grid Electric Distribution Upgrades at the Site.
- 5.2 Pay Electric Distribution Upgrade Financial Incentive and EVSE Rebate to Site Host following receipt of invoices and required documentation and completion of the post-inspection by National Grid which must be to the satisfaction of National Grid.
- 5.3 Provide the Site Host EV Leadership Certification services as described in Exhibit B.

**6. EVSE Utilization and Reporting.**

Site Host shall authorize the EVSE Supplier to provide National Grid the EVSE Utilization Data on a monthly basis for the Term of this Agreement. The EVSE Utilization Data will not include any personally identifiable information.

**7. EVSE, Installation and Maintenance.**

The Site Host shall purchase and own all rights, title and interest in the EVSE which the Site Host shall install on the Site. Except as otherwise provided hereunder, neither National Grid nor its contractors or agents shall be responsible for performing any work in connection with the installation of EVSE. The Site Host understands and agrees that after the EVSE is installed, the Site Host shall operate and maintain the EVSE in a safe manner and in accordance with the manufacturer's recommendations and these Terms and Conditions herein. The Site Host shall repair and replace the EVSE and/or replace any necessary parts of the EVSE at the Site Host's sole expense.

**8. Rebate and Incentive Processing.**

National Grid must preapprove the cost of the Site Host's Electric Distribution Upgrades prior the Site Host or its contractor commencing any work on such upgrades. The Site Host shall provide National Grid with actual, reasonable, direct and properly documented invoices for the Site Host's Electric Distribution Upgrades and installed EVSE. Within ninety (90) days following receipt of invoices and all required documentation and completion of the post-inspection by National Grid, National Grid will pay the Electric Distribution Upgrade Financial Incentive and applicable EVSE Rebate to the Site Host. The Site Host is entitled to only one payment of incentives and rebates for its Electric Distribution Upgrades and the EVSE purchased regardless of the source or program. The Site Host shall disclose if it has received, and provide National Grid with documentation of, other rebates and/or incentives received from other entities for the EVSE and Site Host's Electric Distribution Upgrades.

**9. Access.**

- 9.1 Site Host shall allow National Grid or its contractor access to the Site to: (i) perform verification of the installation and activation of EVSE during the Term; and (ii) to prepare the Site for work required in connection with the Program including, without limitation, for certain assessments required for an Application, the installation of Electric Distribution Upgrades, inspection (post and periodic) of the EVSE, emergency or maintenance issues relating to the National Grid Electric Distribution Upgrades. The Site Host shall cooperate in good faith with National Grid to obtain easement(s), as necessary, including promptly signing any required applications. National Grid may record a “Standard Form Notice of Contract” in lieu of an easement to evidence its right to access the Site.
- 9.2 Site Host may allow users access to the Site to use the EVSE and should ensure: (i) each EVSE is visible and accessible for use by the public during the Site Host’s normal business hours of operation except that Site Host may, in its sole discretion, for safety, emergency or maintenance purposes, restrict access to and use of the EVSE; (ii) parking spaces are reserved and visible by way of signage for users to park vehicles and use the EVSE; and (iii) parking area around the EVSE is maintained which includes, without limitation, snow removal and general cleaning of the area around EVSE on the Site.

**10. Monitoring and Inspection.**

- 10.1 National Grid or its contractor may access the Site to perform an initial site assessment, as well as verification of installed Equipment.
- 10.2 The Site Host shall address and resolve any and all issues discovered by Site Host or identified during an inspection by National Grid and communicated to the Site Host by National Grid. Site Host shall resolve issues in order to receive payment of rebates and incentives from National Grid.
- 10.3 National Grid may monitor the use of the EVSE and periodically inspect the same in order to verify Site Host’s compliance with the Agreement and Program Materials and to obtain certain information, including, without limitation, usage information, the actual demand reduction, and Site Host’s participation in its obligations and duties under this Agreement.
- 10.4 Site Host shall cooperate in good faith with National Grid and/or its contractor and provide any requested information in connection with National Grid’s monitoring and inspections of the EVSE or the Electric Distribution Upgrades. Site Host understands and agrees that National Grid and its contractor shall not perform any kind of safety, code or other compliance review of the EVSE or the Site.

**11. Program Participation and Modification.**

Once the Site Host submits to National Grid the Application and required documentation, National Grid shall inform the Site Host in writing regarding the Site Host’s eligibility and participation in the Program. National Grid retains the right, in its sole discretion, to modify the Program.

**12. Termination.**

- 12.1 National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause Site Host this Agreement.
- 12.2 The Site Host may terminate this Agreement before the expiration of the Initial Term.
- 12.3 If National Grid terminates this Agreement for cause or the Site Host terminates the Agreement before the end of the Initial Term, the Site Host shall be solely responsible for reimbursing National Grid for the straight-line depreciated (over 5 years) installation costs for the Electric Distribution Upgrades.

**13. Name and Logo Use.**

The Site Host shall not use National Grid’s name or logo without express written authorization from National Grid. Any authorized use of National Grid’s name and logo must be reviewed and approved by National Grid and such use must strictly adhere to such National Grid’s specific name and logo use/branding requirements.

**14. Confidentiality.**

The Site Host grants to National Grid the right to use and reference for promotional and regulatory purposes the Site Host’s participation in the Program. National Grid shall keep in strict confidence any Site Host confidential information and any confidential EVSE Utilization Data. National Grid shall exercise reasonable care to maintain the confidentiality, and shall not disclose confidential information to any third parties, except to the extent expressly permitted by these Terms and Conditions.

**15. Insurance.**

- 15.1 Site Host shall either self-insure or obtain through third party insurer(s), coverage as follows:
  - 1) Commercial General Liability (CGL) Insurance – At a \$3,000,000 “each occurrence/aggregate” limit, naming National Grid, its direct and indirect parents, subsidiaries and affiliates as Additional Insureds on a “primary and non-contributory” basis. Site Host may satisfy this requirement through a combination of CGL and Umbrella policies.
  - 2) Commercial Property “All Risk” Insurance – Evidence of “all risk” commercial property insurance covering real and personal property at site owned by (Site Host) including coverage for equipment that will be owned and maintained by Site Host at full replacement cost.
- 15.2 Should Site Host self-insure any of the required coverages outlined above, Site Host agrees to indemnify and hold harmless National Grid for any liability that would have otherwise been covered, had such insurance policy(s) been in effect.

- 15.3 **Waiver of Subrogation** – Pursuant to above, each party hereby waives all liability of, and all right to recovery and subrogation against, and agrees that neither it nor its insurers will sue the other party, for any loss of or damage to property arising out of fire or casualty to the extent insured, and each party agrees that all insurance policies aforementioned shall contain waivers of such liability, recovery, subrogation and suit.
- 15.4 **Contractors** – Should Site Host utilize Contractor(s) to perform installation work or maintenance services to the equipment, Site Host shall require Contractors to carry at minimum, similar limits for General Liability as outlined in Item 1 above, as well as Workers Compensation/Employers Liability and Disability Insurance as required by the State of New York. Further, Site Host shall require Contractor to name Site Host and National Grid USA, its direct and indirect parents, subsidiaries and affiliates as Additional Insureds under Contractors General Liability and if applicable, Umbrella policies on a primary and non-contributory basis with a waiver of subrogation in favor of the Additional Insureds under all required policies.
- 15.5 Should Site Host self-insure for any of the required coverages outlined within, Site Host agrees to indemnify and hold harmless National Grid for any liability that would have otherwise been covered, had such insurance policy(s) been in effect.
- 15.6 Certificate(s) of Insurance. Prior to execution of this Agreement, Site Host shall promptly provide National Grid with Certificate(s) of Insurance or, if applicable, a self-insurance letter evidencing all coverages required in this Agreement. Such certificate or self-insurance letter must be sent to the address: National Grid USA, Attention Risk & Insurance Department, 300 Erie Blvd West, A-4, Syracuse, NY 13202.

**16. Liability.**

The Site Host shall be liable for any claims, liability, losses, damages and costs to the extent arising from any act of omission on the part of the Site Host or its contractors, employees or any person for whom the Site Host is legally responsible who causes injury to persons (including death) or damage to property. The Site Host shall not be responsible for any claims, liability, losses, damages or costs to the extent that such results from the negligence of National Grid. This Section shall survive the termination or expiration of the Agreement.

**17. Indemnification.**

The Site Host shall indemnify, defend and hold harmless National Grid, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) brought by or for third parties (collectively, "Loss") to the extent arising out of or resulting from the Site Host's participation in Program or the Site Host's acts or omission under this Agreement. The Site Host shall not be responsible for indemnifying National Grid under this section to the extent that such Loss results from the negligence of National Grid. This Section shall survive the termination or expiration of the Agreement.

**18. Disclaimer of Warranties.**

Except as expressly stated herein, National Grid makes no representations, warranties or guarantees in connection with the Agreement. National Grid does not make any representations of any kind regarding the benefits, adequacy or safety of the EVSE. The Site Host understands and agrees that National Grid is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to the EVSE or any related work. The Site Host further understands and agrees that neither National Grid nor its contractor shall perform any kind of safety, code or other compliance review of the EVSE or Site. This Section shall survive the termination or expiration of the Agreement.

**19. Limitation of Liability.**

With the exception of the Site Host's indemnity obligations hereunder, neither the Site Host nor National Grid shall be liable under this Agreement for any special, indirect, incidental, penal, punitive or consequential damages of any nature. With the exception of third party claims for personal injury or property damage, National Grid's liability to the Site Host under this Agreement, regardless of the amount of claims, shall not exceed to the total amount of Electric Distribution Upgrade Financial Incentive and EVSE Rebate paid by National Grid to the Site Host under this Agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

**20. Removal of Equipment.**

The Site Host understands and agrees that as a condition of participation in the Program to properly remove and dispose of or recycle the EVSE in accordance with all applicable laws and regulations. The Site Host further understands and agrees to pay the cost to remove the Site Host's Electric Distribution Upgrades should the Site Host desire removal of such upgrades.

**21. Compliance with Laws.**

The Site Host shall, and shall require its subcontractors, agents and employees to, comply with all applicable Federal, state and local directives, requirements, rules, regulations, laws and ordinances, whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed, including without limitation, compliance with the safety rules and regulations and standards adopted under the Occupational Safety and Health Act of 1970 (OSHA), as amended from time to time.

**22. Notice.**

All notices, requests, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be deemed to have been sufficiently given for all purposes hereunder when delivered personally or mailed by registered or certified mail (j) if to National Grid at 1125 Broadway, Albany, NY 12204, Attention: Program Manager Electric Vehicles; and (ii) if to the Site Host, at the address of the Site as set forth in the Application.

**23. Governing Law.**

The Agreement shall be interpreted and enforced according to the laws of the State of New York without regard to its conflicts of law principles. Any controversies arising out of the Agreement shall be submitted only to the courts of State of New York. The Site Host hereby submits to the courts of State of New York for the purposes of interpretation and enforcement of this Application and its Terms and Conditions.

**24. Assignment.**

Subject to Sections 24.1 and 24.2 below, Site Host may not assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of National Grid.

24.1 If Site Host is the Owner of the Site and proposes to transfer title to the Site to another entity during this Agreement, Site Host will provide National Grid with at least sixty (60) days advance written notice of such transfer. Such notice will include the name and address of the prospective transferee. During the sixty-day period following National Grid's receipt of such notice, National Grid shall, in its sole discretion, either (i) terminate the Agreement, or (ii) permit all of Site Host's rights and obligations under this Agreement to be assigned to the prospective transferee, such assignment to be effective on the date title to the Site is transferred to such transferee.

24.2 If at any time during this Agreement, the Site Host proposes to terminate its occupancy of the Site, the Site Host will provide National Grid at least sixty (60) days prior written notice of such termination. If the Site Host intends that other Persons will become occupants of the Site, then such notice will include the name and address of such Persons. Upon receipt of such notice, National Grid may either (i) terminate the Agreement, or (ii) continue Site Host's participation in the Program under this Agreement subject to the condition that the new occupants execute a written agreement satisfactory to National Grid in which such occupants agree to the applicable terms and conditions contained herein.

Notwithstanding anything to the contrary under this Section, the Site Host will be responsible and liable under this Agreement. Termination by National Grid under this Section shall be termination for cause and such termination will be pursuant to Section 12 above.

**25. Amendment.**

There shall be no amendment to this Agreement or any Program guidelines unless such is made by National Grid and mutually agreed upon by Site Host and National Grid.

**26. No Third Party Beneficiaries.**

This Agreement does not grant any rights to any third parties.

**27. Entire Agreement.**

This Agreement constitutes the entire agreement between National Grid and the Site Host with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded. In the event of any conflict or inconsistency between the Agreement and any other Program Materials, the Agreement shall be controlling.

Site Host has read, understands and agrees to these Terms and Conditions

Site Host Initials: \_\_\_\_\_