

# DCFC Per-Plug Incentive Program Application

## Directions

Please complete this application and submit supporting documentation, including a site plan to indicate public accessibility, along with a W-9 to **EVNationalGridUNY@nationalgrid.com**. National Grid will review the application and notify the applicant of their status within ten (10) business days.

CUSTOMER INFORMATION				
Account Name (as shown on your National Grid bill)		National Grid Electric Account Number/Meter Number		
Contact Name		National Grid Electric Service Request Work Order Number		
Title		Federal Tax ID# (EIN/TIN)		
Work Phone	Cell Phone	Email Address		
Address 1		City	State	Zip
Address 2		City	State	Zip

SITE LOCATION INFORMATION	
Number of Sixty Percent Incentive Standardized Plugs Per Station (between 50 and 75 kW)	Number of Full Incentive Standardized Plugs Per Station ( $\geq 75$ kW)
Number and Type of Sixty Percent Incentive co-located Standardized Plugs greater than 62.5 kW and less than <75 kW	Number and Type of co-located Full Incentive Proprietary Plugs $\geq 75$ kW
Location Type (describe):	Station Location Name and GPS Coordinates

CUSTOMER SIGNATURE		
I certify that the information provided above is true and agree to the Terms & Conditions.		
Customer Name (please print)	Customer Signature <b>X</b>	Date

## NATIONAL GRID DCFC PER-PLUG INCENTIVE PROGRAM AND SITE HOST/STATION OPERATOR TERMS AND CONDITIONS

The Station Operator agrees to participate in the National Grid DCFC Per-Plug Incentive Program offered by the 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.

**"60 Percent Incentive"** means the level of incentives set forth in Table 2.

**"Account Annual Incentive Level"** means the sum of the Annual Incentive Level for all Plugs on the same account at a single Station.

**"Account Annual Incentive Payment"** means the annual payment by National Grid to the Station Operator, which amount will not exceed the Station Operator's annual delivery bill.

**"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.

**"Agreement"** means the Application, these Terms and Conditions and any attachments which are incorporated and made a part of this Agreement. "Annual Incentive Level" means the incentive amount per year for which a Plug is eligible as set forth in Section 6 below.

**"Application"** means the New York Direct Current Fast Charging ("DCFC") Incentive Program application, including any required documentation, and these Terms and Conditions.

**"Contribution in Aid of Construction"** or **"CIAC"** means a payment from the Customer to the Company for the installation of infrastructure or equipment for the Company to provide service to the Customer.

**"Direct Current Fast Charging Equipment"** or **"DCFC Equipment"** means the direct current fast charging electric vehicle supply equipment.

**"Full Incentive"** means the incentive schedule set forth in Table 1.

**"National Grid"** or **"Company"** means Niagara Mohawk Power Corporation d/b/a National Grid.

**"July Order"** means the "Order Modifying Incentive Program and Granting, in part, Petition for Rehearing" issued by the New York Public Service Commission in Case 18-E-0138 on July 12, 2019.

**"Mixed Tier Order"** means "Order Providing Clarification and Modifying Direct Current Fast Charging Incentive Program" issued by the New York Public Service Commission in Case 18-E-0138 on March 19, 2020.

**"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.

**"Plug"** means the device that connects to an electric vehicle to transmit energy and is rated with a power output of least 50 kW and meets the requirements for public accessibility as defined in the Program Order and the July Order.

**"Program"** means the National Grid DCFC Per-Plug Incentive Program

**"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.

**"Program Order"** means the "Order Establishing Framework for Direct Current Fast Charging Infrastructure Program" issued by the State of New York Public Service Commission in Case 18-E-0138 on February 7, 2019.

**"Proprietary Plug"** means any DCFC charging plug which is not a Standardized Plug.

**"Standardized Plug"** means the Combined Charging System (CCS).

**"Station Operator"** means a customer maintaining an account for service with National Grid who operates DCFC at a Stations which meets the eligibility requirements below.

**"Station"** means a group of DCFC Plugs on the same or contiguous properties under a single account or multiple accounts, which share a common ingress and egress.

**"Station In-Service Date"** means the date upon which the Station Operator activates the DCFC Equipment installed at the Station and billing for electric delivery service commences.

**"Term"** has the meaning set forth in Section 2 below.

### 2. Term.

The Term of this Agreement will begin on the date the day that the Station Operator submits a completed Application and continue until the latter of the date of final Account Annual Incentive Payment for which the Station is eligible or December 31, 2025.

**3. Station Operator and Station Eligibility Requirements.**

- a. The Station Operator (i) is non-residential National Grid electric customer; (ii) agrees to participate in the Program for the Term; (iii) takes delivery of electric service under demand-based rates and (iv) represents and warrants that the information it submitted on its Application for the Program participation is true, complete and accurate.
- b. Plugs must be new publicly accessible Direct Current Fast Charging Equipment that have not previously been operational or interconnected to the Company's electric system.
- c. Plugs must meet the Program requirements for charging capability and public accessibility as defined by the Program Order, the July Order and the Mixed Tier Order.
- d. Eligible plugs must be a Standardized Plug or a Proprietary Plug co-located with two non-proprietary Standardized Plugs capable of simultaneously charge rates of at least 62.5kW.
- e. Stations must be separately metered and any ancillary load on site is limited to 10 kW. The Station Operator is responsible for establishing electrical service to serve the station and any associated costs for excess distribution infrastructure, commonly known as the CIAC, if applicable.
- f. Plugs must be capable of charging at a rate of at least 50 kW.
- g. Plugs must be capable of charging at 75kW or greater to receive the Full Incentive.
- h. To receive the 60 Percent Incentive, Standardized plugs must be capable of charging at 50kW or greater unless they are co-located with a Proprietary Plug, in which case, they must be capable of charging at 62.5 kW or greater.
- i. All participating Plugs at a given Station must be capable of simultaneous charging.

**4. Station Operator Data Sharing Responsibilities.**

The Station Operator shall provide to National Grid all of the data as specified in the Program Order which is required for the Company's annual filing and any further requirements as specified by the Commission's mid-term review. Such data must include the station equipment type, the installation costs, energy usage data, including kWh dispensed, start/stop times for charging sessions, peak kW per charging station, amount of time each vehicle is plugged in, amount of time each vehicle is charging, usage fees and any technologies used to manage demand.

**5. CIAC Payment and Program Removal.**

As specified in the Program Order, if a CIAC is required, the Station Operator shall pay to National Grid such charges within (sixty) 60 days of the Company sending the Station Operator the invoice which National Grid sends to Station Operator after receiving a signed Service Proposal. If the Station Operator fails to pay the CIAC within 60 days of the invoice date, then National Grid may, in its sole discretion remove such Station Operator from the Program.

**6. Incentive Calculation and Payment.**

- a. The initial Annual Incentive Level is set on the date that the Station Operator submits a complete Application, which is defined as the latter of the date on which a developer submits proof of a building permit or a CIAC payment, if a CIAC is applicable. (For example, if a developer finishes a completed Application for a station on November 20, 2020, that Station will be eligible for a first-year incentive of \$6,429.00.) See Table 1 below.
- b. Table 1 gives the Annual Incentive Level by year for Plugs eligible for the Full Incentive.

**Table 1: Annual Incentive Level for the Full Incentive**

First Year	2019	2020	2021	2022	2023	2024	2025
2019	\$7,500	\$6,429	\$5,357	\$4,286	\$3,214	\$2,143	\$1,071
2020		\$7,500	\$6,429	\$5,357	\$4,286	\$3,214	\$2,143
2021			\$7,500	\$6,429	\$5,357	\$4,286	\$3,214
2022				\$6,429	\$5,357	\$4,286	\$3,214
2023					\$5,357	\$4,286	\$3,214
2024						\$4,286	\$3,214
2025							\$3,214

**Table 2: Annual Incentive Level for the 60 Percent Incentive**

First Year	2019	2020	2021	2022	2023	2024	2025
2019	\$4,500	\$3,587	\$3,214	\$2,571	\$1,929	\$1,286	\$643
2020		\$4,500	\$3,857	\$3,214	\$2,571	\$1,929	\$1,286
2021			\$4,500	\$3,857	\$3,214	\$2,571	\$1,929
2022				\$3,857	\$3,214	\$2,571	\$1,929
2023					\$3,214	\$2,571	\$1,929
2024						\$2,571	\$1,929
2025							\$1,929

- c. A Station Operator who completes an Application in any given year of the Program shall be eligible for the Annual Incentive Level associated with that Plug size for that year and every subsequent year through the expiration of the program in 2025 provided that the Station and the Station Operator remain in good standing.
- d. If the Station Operator operates a station with multiple Plugs, it should sum the Annual Incentive Level across all eligible Plugs on the same account to determine the value of the Account Annual Incentive Level.
- e. The Account Annual Incentive Payment shall not exceed the Station Operator’s annual delivery bill. The Account Annual Incentive Level shall be the lesser of the Station Operator’s annual delivery bill for the 12-month period ending each year of the Station Operator’s participation in the Program on the anniversary of the Station In-Service Date or the Account Annual Incentive Level.
- f. If the Account Annual Incentive Payment is below the Account Annual Incentive Level, the Station Operator may roll over the difference to the Account Annual Incentive Level for any subsequent year through 2021, subject to the restriction that in any year the Account Annual Incentive Payment may not exceed the Station Operator’s annual delivery bill. From 2021 to 2022, the maximum incentive rolled over per Plug shall be limited to \$5,625. No roll over will be permitted after 2022. The Account Annual Incentive Payment shall not exceed the Account’s annual delivery bill in any year.
- g. National Grid will pay the Account Annual Incentive Payment within forty-five (45) days after the conclusion of the applicable twelve-month period which shall end on the anniversary of the Station In-Service Date.

**7. Program Modification and Termination.**

Once the Station Operator submits the required Application, National Grid shall inform the Station Operator in writing regarding eligibility and participation in the Program. National Grid may, in its sole discretion, limit participation by any Station Operator, and/or deny participation. National Grid may, in its sole discretion, terminate, at any time after admission, participation by any Station Operator and terminate this Agreement or modify the Program.

**8. Name and Logo Use.**

Unless specifically authorized by National Grid in writing, the Station Operator shall not use National Grid’s name or logo without the express written authorization from National Grid. Any authorized use of National Grid’s logo must be reviewed and approved by National Grid and such use must strictly adhere to such National Grid’s specific logo use requirements.

**9. Indemnification and liability.**

(a) Station Operator shall indemnify, defend and hold harmless National Grid, its affiliates, and their respective contractors, officers, directors, employees, and agents (“Indemnified Parties”) from and against any and all claims, damages, losses and expenses (“Claims”) brought by or for third parties to the extent arising out of or resulting from the acts or omission of the Station Operator in connection with Station Operator’s participation in the Program and/or arising out of or related to the Stations or installation of such Stations, except to the extent that any Claims are caused by the negligence or willful misconduct of the Indemnified Parties. (b) Except for Station Operator’s indemnity obligations hereunder, neither National Grid nor the Station Operator shall be liable under this Agreement or in connection with the Program for any indirect, exemplary, incidental, special, punitive or consequential damages. (c) To the extent permitted by law, National Grid shall not be liable to the Station Operator for any damages that may result from the Stations or the installation of the Stations. In no event shall National Grid’s liability to the Station Operator under this Agreement or the Program exceed the amount of the incentive amounts. (d) The provisions of this Section shall survive the termination, cancellation or completion of the Station Operator’s participation in the Program or this Agreement.

**10. No Warranties.**

(a) THE COMPANY DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT (INCLUDING THE PRODUCT(S)), AND THE COMPANY MAKES NO WARRANTIES OR GUARANTEES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTIES PROVIDED BY MANUFACTURERS, LICENSORS, CONTRACTORS OR PROVIDERS OF THE PRODUCT(S), SERVICES OR OTHER ITEMS ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE COMPANY AND THE COMPANY MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD-PARTY WARRANTIES.

(b) The Company is not responsible for determining that the design, engineering or completion of the Stations or installation of such Stations are/is proper or complies with any particular laws, codes, or industry standards. The Company does not make any representations of any kind regarding the benefits or energy savings to be achieved by the Stations or the adequacy or safety of the Stations or any equipment. (c) The provisions of this Section shall survive the termination, cancellation or completion of this Agreement and the Station Operator's participation in the Program.

**11. 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 (i) if to National Grid at 300 Erie Blvd West, Syracuse, NY 13202

Sales and Program Operations, Bldg 3 – Customer Energy Delivery Attention: EV Program Manager and (ii) if to the Station Operator, at the address of the Site as set forth in the Application.

**12. 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 Station Operator hereby submits to the courts of State of New York for the purposes of interpretation and enforcement of this Application and this Agreement.

**13. Assignment.**

Station Operator may not assign or delegate any of its rights or obligations hereunder.

**14. Amendment.**

There shall be no amendment to the Agreement or any Program guidelines unless such is made by National Grid.

**15. General Provisions.**

This Agreement does not grant any rights to any third parties except with respect to indemnity rights of Indemnified Parties under Section 9 above. In the event of any conflict or inconsistency between these Terms and Conditions and any other Program Materials, the Terms and Conditions shall be controlling.