

# Massachusetts Demand Charge Alternative Program for Commercial EV Charging Sites

## Application Form

### COMMERCIAL EV CHARGING CUSTOMER

**EXISTING** COMMERCIAL EV CHARGING SITE

MASSACHUSETTS ACCOUNT NUMBER
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ACCOUNT NAME | SERVICE ADDRESS | SERVICE CITY

SERVICE RATE CLASS (if known): \_\_\_\_\_ GENERAL SERVICE: DEMAND (G-2) \_\_\_\_\_ TIME-OF-USE G-3

**PROPOSED** COMMERCIAL EV CHARGING SITE

MASSACHUSETTS ACCOUNT NUMBER
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ACCOUNT NAME | SERVICE ADDRESS | SERVICE CITY

ESTIMATED SITE ACTIVATION DATE: \_\_\_\_\_ ESTIMATED NATIONAL GRID SERVICE ACTIVATION DATE: \_\_\_\_\_

NATIONAL GRID WORK ORDER NUMBER (if known): \_\_\_\_\_

SERVICE RATE CLASS (if known): \_\_\_\_\_ GENERAL SERVICE: DEMAND (G-2) \_\_\_\_\_ TIME-OF-USE G-3

**PLEASE PROVIDE A SITE PLAN AND STATION CONFIGURATION FOR THE PROPOSED SITE.**

### CONTACT INFORMATION

CONTACT NAME

CONTACT EMAIL | PHONE NUMBER

### CHARGING STATION INFORMATION

	Number of Similarly Sized Stations	Type of Port L2 or DCFC	Ports Per Station*	Total Ports	Max Output Power Per Station (KW)	Total KW	Use Case**
Example:	4	DCFC	1	4	50	200	Public
1							
2							
3							
4							
<b>Total</b>							

\*Ports that allow simultaneous charging.

\*\*Public, workplace, fleet, MUD, or provide other use-case.

### CUSTOMER CERTIFICATION – Please submit application to [EVNationalGrid@nationalgrid.com](mailto:EVNationalGrid@nationalgrid.com)

I certify that the information provided above is true.

\_\_\_\_\_  
Signature | Name | Date

### NATIONAL GRID APPROVAL

Reviewed and Approved by:

\_\_\_\_\_  
Signature | Name | Date

# Massachusetts Demand Charge Alternative Program for Commercial EV Charging Sites

## Application Form *(continued)*

### Terms and Conditions:

The Site Host agrees to participate in the Massachusetts Demand Charge Alternative Program offered by the Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid (together "National Grid") pursuant to these terms and conditions ("Terms and Conditions"), set forth herein.

#### 1. Definitions.

- "**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 exhibits and attachments which are incorporated and made a part of this Agreement.
- "**Ancillary Load**" means the certain types of load as defined under EV Charging Station Usage in the Tariff including security lighting, networking, touch screens, component heating, charger fans and cooling equipment.
- "**Application**" means the Massachusetts Demand Charge Alternative Program for Commercial Electric Vehicle Charging Station Sites Application Form, including any attachments, exhibits, and these Terms and Conditions.
- "**Direct Current Fast Charging ("DCFC")**" means Direct Current Fast Charging EVSE.
- "**EV**" means Electric Vehicle.
- "**Electric Vehicle Supply Equipment ("EVSE")**" means the Electric Vehicle Supply Equipment (also referred to as "EV Charging Stations") which refers to L2 or DCFC EVSE.
- "**EV Pricing Schedule**" means the EV Pricing Schedule as described in National Grid's Tariff.
- "**Equipment Activation Date**" means the date upon which the Site Host activates the Equipment installed on the Site as indicated in notice from Site Host to National Grid.
- "**G-2 Rate**" means National Grid's M.D.P.U. No. 1472 General Service - G-2 Retail Delivery Service as defined in its Tariff.
- "**G-3 Rate**" means National Grid's M.D.P.U. No. 1473 General Service Time-Of-Use – G-3 Retail Delivery Service as defined in its Tariff.
- "**Level 2 ("L2")**" means Level 2 Electric EVSE.
- "**National Grid**" means the Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid.
- "**Person**" means includes 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.
- "**Program**" means the Massachusetts Demand Charge Alternative Program for Commercial Electric Vehicle Charging Station Sites.
- "**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.
- "**Site Host**" means the customer maintaining an account for service with National Grid who satisfies the Site Host eligibility requirements in Section 3 below.
- "**Site**" means the property owned or occupied by the Site Host where the EVSE will be installed.
- "**Tariff**" means National Grid's Tariff filed as M.D.P.U. No. 1472 General Service – Demand G-2 Retail Delivery Service, and M.D.P.U. No. 1473 General Service Time-Of-Use – G-3 Retail Delivery Service.
- "**Term**" has the meaning set forth in Section 2 below.

2. Term. The term of this Agreement will continue until the end of the Program, on June 30, 2032, from either the Application Approval Date for existing and active EVSE Site Hosts or the Equipment Activation Date for proposed EVSE Site Hosts ("Term").
3. Site Host Eligibility Requirements and Representations and Warranties.
- The Site Host (i) is a non-residential National Grid electric customer who is currently on or will be on either National Grid's G-2 Rate or G-3 Rate; (ii) agrees to participate in the Program for the Term; and (iii) represents and warrants that the information it submitted on its Application for the Program participation is true, complete, and accurate.
  - The Site Host agrees that Site has existing and active EVSE or can produce documentation evidencing future installation of EVSE that (i) EVSE meets Program requirements; and (ii) only EVSE along with Ancillary Load is on the Site's meter.
  - 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.
4. EV Pricing Schedule. National Grid will move the Site Host to the EV Pricing Schedule as described in the applicable Tariff. The Site Host will be notified of any changes made to which subpart of the EV Pricing Schedule they are assigned to in compliance with the applicable Tariff.
5. Program Participation, Modification and Termination. Once the Site Host submits the required Application and related documentation submitted by the Site Host to National Grid, the Site Host shall be informed in writing by National Grid regarding eligibility and participation in the Program. National Grid retains the right, in its sole discretion, to limit participation by any Site Host, and to deny participation or terminate, at any time after admission, participation by any Site Host. National Grid may, in its sole discretion, at any time, terminate this Agreement or modify the Program.
6. Name and Logo Use. Except to the extent specifically agreed in writing, the Site Host 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.
7. 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) (collectively, "Loss") brought by or for third parties to the extent arising out of, resulting from, or related to the Site Hosts participation in Program or acts or omission under this Agreement except to the extent such Loss caused by the negligence or willful misconduct of National Grid. The provisions of this Section shall survive the termination or expiration of the Agreement.
8. Disclaimer of Warranties. National Grid makes no other representations, warranties or guarantees in connection with the Agreement including the warranty of merchantability or fitness for a particular purpose. The provisions of this Section shall survive the termination or expiration of the Agreement.
9. Limitation of Liability. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive, or consequential damages of any nature. The provisions of this Section shall survive the termination or expiration of the Agreement.
10. 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 (i) either personally or mailed by registered or certified mail to National Grid, 170 Data Drive, Waltham MA 02451, Attention: MA Demand Charge Alternative Program Manager or emailed to EVNationalGrid@nationalgrid.com, and (ii) if to the Site Host, at the address of the Site as set forth in the Application.
11. Governing Law. The Agreement shall be interpreted and enforced according to the laws of the State of Massachusetts 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 Massachusetts. The Site Host hereby submits to the courts of State of Massachusetts for the purposes of interpretation and enforcement of this Application and its Terms and Conditions.
12. Assignment. Site Host may not assign or delegate any of its rights or obligations hereunder.
13. Amendment. There shall be no amendment to the Terms and Conditions or any Program guidelines unless such is made by National Grid.
14. General Provisions. This Agreement does not grant any rights to any third parties. In the event of any conflict or inconsistency between the Agreement and any other Program Materials, the Agreement shall be controlling.