

NATIONAL GRID ELECTRIC VEHICLE INFRASTRUCTURE MAKE-READY PROGRAM PARTICIPANT TERMS AND CONDITIONS

The Participant agrees to participate in the National Grid Electric Vehicle Infrastructure Make-Ready Program ("Make-Ready 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.

Wherever used in this Agreement with initial capitalization, whether in the singular or the plural, these terms shall have the following meanings:

- 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 Make-Ready Program Application, including any attachments, exhibits, and these Terms and Conditions.
- 1.4 "Approved Contractor" means a contractor who has met the National Grid's approval criteria to install EV charging infrastructure incentivized through the Make-Ready Program.
- 1.5 "Direct Current Fast Charging Equipment" or "DCFC Equipment" means the direct current fast charging EVSE and Participant's Electric Distribution System Upgrades.
- 1.6 "Equipment" means the EVSE and Participant's Electric Distribution System Upgrades.
- 1.7 "Equipment Activation Date" means the date that the Participant energizes the Equipment installed on the Site.
- 1.8 "EV Service Provider" means vendors providing EVSE or software services to the Participant as part of the Make-Ready Program.
- 1.9 "EVSE" means the Electric Vehicle Supply Equipment.
- 1.10 "EVSE Utilization Data" means charging station utilization information defined by the Program Order provided by the Participant to National Grid or its third-party vendor, which includes, but is not limited to:
 - the number of sessions daily,
 - start and stop times of each charge,
 - the amount of time each vehicle is plugged in per session,
 - peak kW per charging session,
 - kWh per charging session,
 - plug outage information, which is to include the number and duration of outages and is to be differentiated by expected outages (for maintenance) and unexpected outages, and
 - annual aggregated per site data including kWh, percent utilization, and hours of charging.
- 1.11 "Make-Ready Electric Upgrades" means (i) National Grid Electric Distribution System Upgrades and (ii) Participant's Electric Distribution System Upgrades.
- 1.12 "Make-Ready Program Incentive" means National Grid's financial contributions toward the Make-Ready Electric Upgrades as defined above.
- 1.13 "National Grid Electric Distribution System Upgrades" means electrical infrastructure that is required to install new EVSE, owned and operated by National Grid, including, but not limited to, transformers, and new or upgraded electric services.
- 1.14 "Participant" means an entity that applies for and receives the incentives available through the Make-Ready Program. This entity may also be responsible for owning, managing, and/or operating the Equipment and may include the developer, site host, equipment owner, Approved Contractor or customer.
- 1.15 "Participant's Electric Distribution System Upgrades" means electric infrastructure that is required to install new EVSE, owned and operated by an entity other than National Grid, including, but not limited to, installation of wire and conduit, transformers, or mounting hardware from the Participant's electrical panel to the EVSE stub.
- 1.16 "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.
- 1.17 "Program Materials" means the documents and information provided by National Grid, and other Make-Ready Program requirements, which may include, without limitation, Make-Ready Program guidelines and requirements, application forms, terms and conditions, and other correspondence or literature regarding the Make-Ready Program.
- 1.18 "Program Order" means Order Establishing Electric Vehicle Infrastructure Make-Ready Program and Other Programs issued by the New York Public Service Commission on July 16, 2020 and any subsequent applicable and relevant orders, including the Order Approving Midpoint Review Whitepaper's Recommendations with Modifications issued November 16, 2023 in Case 18-E-0138.
- 1.19 "Site" means the property owned or occupied by the Participant where the Equipment will be installed.
- 1.20 "Term" means the Term as set forth in Section 2 below.

2. **Term.**

The Term of this Agreement will commence on the date this Agreement is signed below, and conclude five (5) years from the Equipment Activation Date.

3. **Participant Eligibility Requirements and Representations and Warranties.**

- 3.1 The Participant is a (i) non-residential electric customer of National Grid, and (ii) the owner of the Site or has the right and/or express written authority to install the Equipment on the Site. Participant shall obtain any required approvals from property owners, landlords and/or corporate offices.
- 3.2 The Participant agrees to install EVSE consistent with the Program Order, perform the required Participant's Electric Distribution System Upgrades and establish any necessary electric service orders with National Grid.
- 3.3 Participant 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 Participant represents and warrants that the information it submitted on its Application for Program participation is true, complete and accurate.

4. **Participant Obligations.**

The Participant shall:

- 4.1 Provide National Grid with estimates of the total project cost including but not limited to the cost of Participant's Electric Distribution Upgrades, EVSE purchase costs, and installation/commissioning costs as required in the Application.
- 4.2 Obtain all necessary approvals, permits and licenses for the installation and operation of Equipment.
- 4.3 Install Equipment using only members of the Approved Contractor list.
- 4.4 Perform Participant's Electric Distribution System Upgrades required to support the activation and operation of the EVSE on the Site.
- 4.5 Maintain all Equipment in a safe manner pursuant to Section 7 below.
- 4.6 Ensure the EVSE used follows the Communications Standards Requirements pursuant to Section 10 below.
- 4.7 Complete construction of Equipment within one year from the date the Application is approved by National Grid.
- 4.8 Provide the required documentation and invoices to National Grid pursuant to Section 8 below.
- 4.9 Rectify any issues identified during a post inspection review conducted by National Grid or its contractor pursuant to Section 10.2 below.
- 4.10 Be accessible to National Grid and, as requested from time to time by National Grid, answer National Grid's or its contractor's questions regarding the performance of the EVSE.
- 4.11 Ensure EVSE on the Site is visible and accessible for use pursuant to Section 11 below.
- 4.12 Maintain and display easily identifiable and up-to-date contact information for the EV Service Provider on each charging station.
- 4.13 Pay the electricity costs for EVSE on Site.
- 4.14 Notify National Grid of any vandalism, malfunction or suspected malfunction of the Equipment.
- 4.15 Not cause or permit the Equipment to become subject to any mortgage, lien, security interest or other encumbrance.



- 4.16 For DCFC Equipment, ensure each EVSE installed is operational ninety-five percent (95%) of the time on an annual basis.
- 4.17 For Sites with DCFC Equipment, ensure the Site is operational at least ninety-nine percent (99%) of the time on an annual basis with the Site being considered operational when at least half of the DCFC Equipment are operational.

5. **National Grid Obligations.**

National Grid or its contractor will:

- 5.1 Install and maintain any necessary National Grid Electric Distribution Upgrades at the Site.
- 5.2 Pay the applicable portion of the Make-Ready Program Incentive associated with Participant's Electric Distribution System Upgrades to the Participant following receipt of invoices and required documentation from the Participant.

6. **EVSE Utilization and Reporting.**

Participant shall provide the required EVSE Utilization Data. As required by the Program Order, for the Term of this Agreement, the Participant shall provide, or authorize the EV Service Provider to provide, complete EVSE Utilization Data to National Grid and any authorized third-party vendor acting on behalf of National Grid. The EVSE Utilization Data shall be provided on a frequency ranging from once per month to once per quarter, as requested by National Grid and/or any authorized third-party vendor acting on behalf of National Grid. EVSE Utilization Data is required starting from the Equipment Activation Date until the end of the Term of this Agreement.

Additionally, the Participant and the EV Service Provider shall make a reasonable attempt to provide National Grid and any authorized third-party vendor acting on behalf of National Grid with additional information relevant to this Agreement and the Participant's participation in the Program which is necessary for regulatory reporting by National Grid and for evaluation by National Grid.

7. **EVSE Installation and Maintenance.**

The Participant shall obtain the EVSE and shall install the EVSE 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 Participant understands and agrees that after the EVSE is installed, the Participant 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 Participant shall, at the Participant's sole expense, be responsible for any necessary repair and replacement of the EVSE and/or replacement of any necessary parts of the EVSE.

8. **Incentive Processing.**

National Grid must preapprove the cost of the Participant's Electric Distribution Upgrades prior to the Participant or its contractor commencing any work on such upgrades. The Participant shall provide National Grid with reasonable, estimated, and properly documented costs for the Participant's Electric Distribution Upgrades and EVSE. National Grid will assess the Application, the costs associated with the Participant's Electric Distribution Upgrades, and the costs associated with the National Grid Electric Distribution Upgrades to determine the Make-Ready Program Incentive for which the Participant is eligible. Within ninety (90) days following receipt of invoices and all required documentation, National Grid will pay the applicable portion of the Make-Ready Program Incentive to the Participant.

9. **Change of Ownership.**

The Participant may not assign or delegate any of its rights or obligations under this Agreement without the express written consent of National Grid, which shall not be unreasonably withheld.

If at any time during this Agreement, the Participant intends to terminate its ownership of the Equipment, the Participant will provide National Grid at least sixty (60) days prior written notice of such termination. If the Participant intends that a third-party new owner will take ownership of the Equipment, then such notice will include the name and address of such third-party. Upon receipt of such notice, National Grid, in its sole discretion, may either (i) not consent to the transfer of ownership and terminate the Agreement with the Participant, or (ii) consent to the transfer of ownership and continue the Participant's participation in the Program under this Agreement subject to the condition that the new owner execute a written agreement satisfactory to National Grid in which such new owner agrees to the applicable terms and conditions of the Agreement and requirements of the Program.

Notwithstanding anything to the contrary under this Section, the Participant will be responsible and liable under this Agreement until its termination or expiration. Termination by National Grid under this Section shall be termination for cause and such termination will be pursuant to Section 14 below.

10. **Equipment Communications Standards Requirements.**

On and after December 16, 2023, National Grid will require as a condition of Application approval the Participant to demonstrate that the Equipment to be installed complies with International Organization for Standardization (ISO): ISO 15118 parts 2 and 20. On and after



November 16, 2024, National Grid will require as a condition of incentive payment all new installations must achieve software conformance with ISO 15118 and obtain hardware conformance with Open Charge Point Protocol (OCPP): OCPP version 2.0.1 or later.

11. **Access.**

Participant shall allow National Grid or its authorized third-party vendor 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 Make-Ready Program including, without limitation, for certain assessments required for an Application, the installation of National Grid Electric Distribution Upgrades, inspection (post and periodic) of the EVSE, and emergency or maintenance issues relating to the National Grid Electric Distribution Upgrades. The Participant 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.

12. **Monitoring and Inspection.**

12.1 National Grid or its authorized third-party vendor may access the Site to perform an initial site assessment.

12.2 The Participant shall address and resolve any and all issues discovered by the Participant or identified during an inspection by National Grid or its authorized third-party vendor and communicated to the Participant by National Grid. The Participant shall resolve issues in order to be eligible for any of the Make-Ready Program Incentive from National Grid.

12.3 National Grid may monitor the use of the EVSE and periodically inspect the same in order to verify the Participant's compliance with the Agreement and Make-Ready Program requirements and to obtain certain information, including, without limitation, usage information, and the Participant's participation in its obligations and duties under this Agreement.

12.4 The Participant shall cooperate in good faith with National Grid and/or its authorized third-party vendor and provide any requested information in connection with National Grid's monitoring and inspections of the EVSE or the Participant's Electric Distribution Upgrades. The Participant understands and agrees that neither National Grid nor its authorized third-party vendor shall perform any kind of safety, code or other compliance review of the EVSE, Equipment, or the Site.

13. **Program Participation and Modification.**

Once the Participant submits to National Grid the Application and required documentation, National Grid shall inform the Participant in writing regarding the Participant's eligibility and participation in the Program. National Grid retains the right, in its sole discretion, to modify the Make-Ready Program.

14. **Termination.**

14.1 National Grid may, in its sole discretion, at any time and without notice, terminate this Agreement for convenience or cause.

14.2 If National Grid terminates this Agreement for cause or the Participant terminates the Agreement before the end of the Term, the Participant shall be solely responsible for reimbursing National Grid for the straight-line depreciated (over 5 years) installation costs for the Make-Ready Electric Upgrades.

15. **Name and Logo Use.**

The Participant 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 National Grid's specific name and logo use/branding requirements.

16. **Confidentiality.**

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

17. **Liability.**

The Participant 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 Participant or its contractors, employees or any person for whom the Participant is legally responsible who causes injury to persons (including death) or damage to property except to the extent liability results from the negligence of National Grid. This Section shall survive the termination or expiration of the Agreement. With the exception of the Participant's indemnity obligations hereunder, neither the Participant 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 Participant under this Agreement, regardless of the number of claims, shall not exceed to the total amount of the Make-Ready Program Incentive associated with the Participant's Electric Distribution System Upgrades paid by National Grid to the Participant under this Agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

18. **Indemnification.**

The Participant 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 Participant's participation in Program or the Participant's acts or omission under this Agreement, except to the extent that such Loss results from the negligence of National Grid. This Section shall survive the termination or expiration of the Agreement.

19. **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 Participant 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 Participant 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.

20. **Removal of Equipment.**

The Participant 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 Participant further understands and agrees to pay the cost to remove the Participant's Electric Distribution Upgrades should the Participant desire removal of such upgrades.

21. **Compliance with Laws.**

The Participant 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 (i) if to National Grid at 300 Erie Boulevard West, Syracuse, NY 13202, Sales and Program Operations, Bldg 3 – Customer Energy Delivery Attention: Program Manager Electric Vehicles; and (ii) if to the Participant, 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 Participant hereby submits to the courts of the State of New York for the purposes of interpretation and enforcement of this Application and its Terms and Conditions.

24. **Assignment.**

This Agreement may not be assigned by the Participant without the express written consent of National Grid.

23. **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 the Participant and National Grid.

24. **No Third-Party Beneficiaries.**

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

25. **Entire Agreement.**

This Agreement constitutes the entire agreement between National Grid and the Participant 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.



Participant has read, understands, and agrees to these Terms and Conditions.

Project CE-#: _____

Participant: _____

Signature: _____

Printed Name: _____

Date: _____