

MASSACHUSETTS COMMERCIAL ELECTRIC VEHICLE CHARGING PROGRAM STANDARD TERMS AND CONDITIONS AGREEMENT

This STANDARD TERMS AND CONDITIONS AGREEMENT ("Agreement") is entered into as of the date _____ ("Effective Date"), by and between Massachusetts Electric Company d/b/a National Grid and Nantucket Electric Company d/b/a National Grid, a Massachusetts corporation having an address at 170 Data Drive, Waltham, Massachusetts 02451 ("Company") and _____, having an address at _____ ("Site Host"). The Company and Site Host are each referred to herein sometimes as a "Party" and collectively as "Parties". Now, therefore, in consideration of the foregoing, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1.0 Background

- 1.1 The Company has received approval from the Massachusetts Department of Public Utilities ("D.P.U.") for a program for facilitating siting and installation of Electric Vehicle Supply Equipment ("EVSE") within the Company's electric service territory pursuant to D.P.U. Docket No. 21-91 ("Petition of Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid for approval of its Phase III Electric Vehicle Development Program and Electric Vehicle Demand Charge Alternative") and approved by the D.P.U. on 12/30/2022 (the "Program").
- 1.2 The Site Host desires to participate in the Program, and it has agreed to host EVSE on property owned or controlled by the Site Host located within the Company's electric service territory at the address(es) listed in the Site Host's EV Application. The Site Host has applied to the Company for financial incentives for the installation of certain electric service infrastructure to be installed at the Site.
- 1.3 The term of this Agreement shall commence as of the Effective Date and shall expire four (4) years from the Activation Date (as hereinafter defined "Term").

2.0 Definitions

- 2.1 "Activation Date" means the date on which the EVSE are fully commissioned.
- 2.2 "Agreement" means the Application, this Agreement, and any exhibits, and attachments which are incorporated and made a part of this Agreement.
- 2.3 "Adjusted Rebate Amount" has the meaning in Section 5.
- 2.4 "Pre-Approval Offer Letter" means the incentive offer letter that is issued by the Company stating the project is pre-approved for funding, contingent upon full execution of the Agreement. The Pre-Approval Offer Letter details the maximum amount of funding the Company has approved for incentives, site information, and information related to the number and type of EVSE being installed. The Pre-Approval Offer Letter must be signed and returned within 10 business days for funding approval.
- 2.5 "Civil Work" means the excavation and installation of structures (conduits, transformer pad, and bollards) for the electrical service equipment needed to serve the Site Host's property. This work supports, and is in addition to, the Utility-Side infrastructure installed by the Company. This work may be performed by the customer's (or Company's) electrical contractor and will be owned by the Company.
- 2.6 "Customer-Side Infrastructure" means the electrical service infrastructure installed on the Site Host's property, to remain the property of the Site Host.
- 2.7 "National Grid Electric Distribution System Upgrade" means upgrades done to the Company's Electric distribution system to facilitate delivery of electric service to the Site.
- 2.8 "EV" means electric vehicle.
- 2.9 "EV Application" means the application the Site Host submits to seek approval for the EV Charging Program, also referred to as the "Project Number".
- 2.10 "EV Installer" means contractor that is contracted by the Site Host to install Customer-Side Infrastructure in compliance with all federal, state, and local laws, codes, and standards.
- 2.11 "EV Network" means the enablement of EV charging operators and e-mobility service providers to virtually manage all aspects of EV charging.
- 2.12 "EVSE" means the relevant Electric Vehicle Supply Equipment or Electric Vehicle Charging Station.
- 2.13 "EVSE Rebates" means the financial incentive for EVSE.
- 2.14 "Fleet" means the Site Host is a private entity, municipality, public university or college, or state agency that owns a fleet of light, medium, and/or heavy-duty vehicles. Owners in Massachusetts are eligible to apply and receive incentives for Customer and Utility Side Infrastructure and or EVSE intended for use by fleet vehicles.
- 2.15 "Make Ready Rebate" means the incentive for Utility-Side and Customer-Side Infrastructure.
- 2.16 "Multi-Unit Dwelling" means a Site with five or more residential units at the Site and at least one commercial electric service account.
- 2.17 "Public" means the general public has practical access to, and use of, the parking space and EVSE for seven days per week, 24 hours per day. The Site Host is permitted to charge a parking fee and, if the location has access restrictions, may reduce the hours of public access to no less than twelve hours per day, seven days per week.
- 2.18 "Site" means the property owned or controlled by the Site Host where the Customer-Side Infrastructure and EVSE will be installed.
- 2.19 "Site Host" means the nonresidential customer of the Company who is the owner of the Site or has the right or express written authority to operate and maintain EVSE on the Site.

- 2.20 “Supplier” means the distributing partner, chosen by the Site Host, of the EVSE.
- 2.21 “Term” has the meaning in Section 1.3 above.
- 2.22 “Utility-Side Infrastructure” means the electrical service infrastructure installed either in the public Right of Way or on the Site Host’s property up to the secondary-voltage connection point of the utility’s equipment within the site, to remain the property of the Company.
- 2.23 “Workplace” means a Site where EV charging is restricted to employee use only.

3.0 Site Host Eligibility Requirements and Representations

- 3.1 Site Host agrees to provide one or more locations at the Site for the installation of EVSE and other infrastructure. The specific locations of the EVSE and infrastructure at the Site have been determined by the Site Host in coordination with the Company, the EV Installer and, if needed, the Supplier of the EVSE and are presented in the Site Host’s EV Application.
- 3.2 Site Host is the fee owner of the Site or has a lease with at least 10 years remaining in the current term of the lease or ground lease of the Site.
 - 3.2.1 If Site Host has a lease, the lease expressly provides that the Site Host has the authority to grant utility license rights for the provision of utility services to the Site.
 - 3.2.2 If the lease does not so provide, the Site Host shall be solely responsible for obtaining the necessary license or consent from the fee owner for the installation of the Infrastructure at the Site, in the form of Grant of Access, or otherwise in form and substance satisfactory to the Company.
 - 3.2.3 If Site Host is neither a fee owner nor a long-term lessee of the Site, Site Host is responsible for obtaining from the landowner the necessary license rights for the Company to access the Site for purposes of installation of the Infrastructure.
- 3.3 To the best of the Site Host’s knowledge, the Site is free from “hazardous materials”, as those terms are defined in applicable state and federal laws and regulations. In the event pre-existing “hazardous materials” are discovered at the Site during installation of the Infrastructure, the Company’s sole obligation shall be to comply with the Utility Related Abatement Measures (“URAM”) set forth in 310 CMR 40.0460 et seq. as amended from time to time, and all other responsibility with respect to such “hazardous materials” shall be that of the Site Host.
- 3.4 The Site is free from any property restrictions that would prohibit the installation of the EV infrastructure, including any institutional controls, Environmental Land Use Restrictions (“ELUR”), Activity and Use Limitation (“AUL”) and/or engineering controls (i.e., Engineered Barrier, soil cap, remediation systems), as defined in 310 CMR 40.000 et seq. as amended from time to time. In the event any of these controls exists on the Site, the Site Host is responsible for compliance, under the supervision of its Licensed Site Professional. The Site Host is not aware of any resource areas regulated under any applicable federal, state, or local environmental law for which the Site Host has not obtained an approval for the EV infrastructure installation.
- 3.5 Site Host has full corporate power and authority to enter into and perform this Agreement in accordance with its terms, and neither the execution of this Agreement, nor its performance, will conflict with or violate any other agreement or instrument by which the Site Host or the Site is bound. There are no claims or actions pending or, to Site Host’s knowledge, threatened against the Site Host or the Site that would prevent or interfere with the performance of this Agreement.

4.0 Site Host Obligations

The Site Host shall:

- 4.1 Contract with an EV Installer and/or Supplier of EVSE of their choosing, who shall obtain all necessary federal, state, and local permits, approvals, and licenses and perform installation of the Customer-Side Infrastructure.
- 4.2 Obtain site design and cost proposals from the EV Installer and, if necessary, the Supplier and submit to the Company for review and approval.
- 4.3 Not begin construction at the Site until both Parties have executed this Agreement. Before the Company may issue the Pre-Approval Offer Letter, the following must be completed:
 - 4.3.1 Site Host has provided all required documents including site plans and cost estimates.
 - 4.3.2 Utility interconnection design has been completed if new utility service is required.
 - 4.3.3 Site Host has met necessary third-party funding requirements as described in Section 6.0.
- 4.4 Procure EVSE and an EV Network that are approved by the Program, as per the Company’s latest Massachusetts Electric Vehicle Charging Program Qualified Products List. Site Host agrees that the EV Network and quantity, type, and location of the EVSE cannot be modified by the Site Host following execution of this Agreement without approval of the Company.
- 4.5 Procure not less than one (1) so called “Level II” EVSE port, or not less than one (1) so called “DC Fast” EVSE port (minimum 50 kilowatts output per port and 100 kilowatts per site).
 - 4.5.1 For Level II sites receiving new utility service only, procure not less than four (4) Level II EVSE ports.
 - 4.5.2 For sites qualifying as Multi-Unit Dwelling and installing Level II EVSE at parking spaces that are deeded or assigned to specific residents or drivers only, procure Level II EVSE ports for not less than twenty (20) percent of the total deeded and/or assigned parking spaces at the site or minimum of ten (10) ports, whichever is lesser.
- 4.6 Agrees to keep the EVSE in good repair, condition and operational and reporting usage data monthly at the Site for at least four (4) years from the Activation Date, either by their own means or through a chosen EVSE Owner-Operator. In the event the EVSE are not operational and reporting data for at least four (4) years from the Activation Date, Site Host agrees that it shall be solely responsible for reimbursing the Company (on a straight-line depreciation) for (i) any installation costs incurred by the Company related to the Customer Side Infrastructure, (ii) any EVSE Rebates or Incentives it received, including civil work reimbursement, and (iii) any Utility-Side infrastructure costs incurred by the Company.
- 4.7 Allow access to the EVSE as described below:
 - 4.7.1 For Sites qualifying as Public, Site Host shall allow the general public practical access to, and use of, the parking space and EVSE for seven days per week, 24 hours per day. The Site Host is permitted to charge a parking fee and, if the location has access restrictions, may reduce the hours of public access to no less than twelve hours per day, seven days per week.

- 4.7.2 For Sites qualifying as Workplace, Site Host shall allow access to the EVSE to all persons who can access the Site. Access must be allowed for a minimum of four hours per day and shall continue to be provided for as long as EVSE are operated at the Site.
- 4.7.3 For Sites qualifying as Fleet, Site Host shall restrict access to the EVSE to fleet vehicles only.
- 4.7.4 For Sites qualifying as Multi-Unit Dwelling, Site Host shall allow access to the EVSE to all residents and guests with access to the Site, except in the event EVSE is installed at assigned and/or deeded parking spaces at the Site as specified in Section 4.5.2.
- 4.8 Agree to pay for all metered electric services provided by the Company for the EVSE at the Company's applicable rates and tariffs, either by their own means or through a chosen EVSE Owner-Operator. If a separate utility meter is installed, Site Host acknowledges that the electric account shall be assigned to a commercial electric rate class.
- 4.9 Pay any remaining cost for the EVSE or Customer-Side Facilities that is not covered by Company's rebates, as described in the Pre-Approval Offer Letter, prior to construction commencing at the Site.
- 4.10 Comply with all laws and regulations, including but not limited to, Massachusetts General Laws (M.G.L. c. 166, s. 21A et seq.), Occupational Safety and Health Administration (OSHA) Laws and Regulations, and any other applicable requirements regarding work or activity in the proximity of energized electric lines.
- 4.11 Agree that any field changes in the location of the Customer-Side Infrastructure shall be at the expense of the Site Host and subject to prior review and written approval of the Company, which shall not be unreasonably withheld.
- 4.12 Agree to complete construction of the Customer-Side Infrastructure within 6 months of the date the Pre-Approval Offer Letter is received. Extension of the 6-month period may be requested by contacting the program manager.

5.0 Company Obligations

The Company shall:

- 5.1 Provide and install the necessary Utility-Side Infrastructure at the Site to energize the EVSE, which may include interconnection to the Company's electric distribution system. The Company shall also make all necessary upgrades or modifications to its distribution system off-Site, to the extent required to provide service to the EVSE at the Site.
- 5.2 The Company shall pay the lesser of the rebate amounts shown in the Pre-Approval Offer Letter or the actual eligible invoiced costs provided at project close-out adjusted by Program eligibility not to exceed the per port cap amount (the "Adjusted Rebate Amount"), to the Site Host or Site Host designated payee as follows:
 - 5.2.1 The EVSE, Network and Customer-Side Infrastructure Adjusted Rebate Amounts upon installation and activation of the EVSE and post-inspection, if needed.
 - 5.2.2 Infrastructure installed by the Company to establish the interconnection to the Company's electric distribution system and any off-Site distribution system upgrades or modifications shall be paid for by the Company.
- 5.3 The Company shall be excused from performance and shall not be liable in damages or otherwise due to negligence or willful misconduct of the Site-Host-contracted EV Installer, nor shall it be held responsible for any deviation from the approved project design.

6.0 Program Incentives and Third-Party Funding

- 6.1 Upon receipt of the Pre-Approval Offer Letter and Agreement, Site Host has 10 days to return the executed Agreement to the Company. Failure of the Site Host to return the executed Agreement to the Company within 10 days, may allow for incentives in the Pre-Approval Offer Letter to be voided by the Company.
- 6.2 The Site Host, EV Installer, and Supplier shall provide the Company with an estimate for the actual cost of the EVSE and Customer-Side Infrastructure, which the Company will use to determine the incentives amounts shown in the Pre-Approval Offer Letter.
- 6.3 Site Hosts who have previously received incentives from the Company for a particular site in either its previous (Phase 1 or Phase 2) or current (Phase 3) Program are eligible to receive Make Ready Rebates but are not eligible to receive EVSE Rebates at that site in its Phase 3 program.
- 6.4 Although Site Host is not required to apply for MassEVIP or other state or federal available funding that is aligned with the Program's offerings, receipt of any such funding must be reported to the Company prior to project completion.
- 6.5 If third-party funding is received or anticipated after issuance of the Pre-Approval Offer Letter but before time of rebate payment, the Company shall deduct the amount received from the Program Make-Ready, EVSE, and Network rebates as appropriate. Under no circumstances shall third-party rebates, when combined with the rebates and incentives provided by the Program, exceed an amount equal to the total (100%) of the actual cost of the EVSE and infrastructure.
- 6.6 The Site Host hereby agrees to the proposed incentive amounts shown in the Pre-Approval Offer Letter.
- 6.7 The Company reserves the right to adjust any approved rebates accordingly to ensure compliance with regulatory requirements.

7.0 Ownership and Ongoing Operation and Maintenance

- 7.1 Following the installation of Utility-Side Infrastructure shall remain the property of the Company and the Company shall pay all taxes assessed thereon. All other Customer-Side Infrastructure and existing infrastructure other than Utility-Side Infrastructure, shall be owned, and maintained by the Site Host or the Supplier, as appropriate.
- 7.2 Site Host hereby grants to the Company, its employees, contractors, successors and assigns, the permission, from time to time as may be necessary to enter upon the Site to install, repair, renew and maintain Utility-Side Infrastructure, including, at the option of the Company, the replacement of said infrastructure with electrical equipment of different size and voltage, along with the necessary cables, conduits, wires, sustaining or protecting fixtures, and service connections attached thereto constituting a line for the distribution of electricity and lines for telecommunications for control and metering purposes, in, upon, under, along and across the Site. The Company shall provide reasonable notice to the Site Host of such work, unless in the event of an emergency, as determined by the Company. In the event the Company is required to relocate Utility-Side Infrastructure or any related sustaining or protecting fixtures due to the request or direction of the Site Host or any person acting under the authority or direction of the Site Host, the Site Host shall reimburse the Company for the reasonable costs thereof.

- 7.3 Site Host shall not erect or permit any structures or obstructions which, in the reasonable judgment of the Company, might interfere with the safe operation and maintenance of the Utility-Side Infrastructure. The Company shall have the right to cut down and keep trimmed vegetation as the Company may from time to time deem reasonably necessary for the safe operation and maintenance of said Infrastructure. Site Host agrees that there shall be no interference with pedestrian and vehicular access to said Infrastructure. It is understood that access to said Infrastructure includes travel through the Site at any time for inspection and maintenance, and for emergency repairs, by all manner of vehicles and on foot. In addition, Site Host may be required, at its cost, to temporarily relocate vehicles or other equipment located within the Site to allow the Company and its contractors access to the said Infrastructure. Site Host acknowledges and agrees that the Company does not hereby assume any responsibility for the ownership, operation or maintenance of Customer-Side Infrastructure or Existing Infrastructure which shall remain the responsibility of the Site Host.
- 7.4 Site Host shall promptly reimburse the Company for the actual costs, as reasonably determined by the Company, of repair or replacement of any Utility-Side Infrastructure that has been injured or damaged by the Site Host, its agents, invitees, contractors, or their respective employees.

8.0 Indemnification, Disclaimer and Limitation of Liability

- 8.1 The Site Host shall indemnify, defend and hold harmless the Company, 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 (collectively, "Losses") brought by or for third parties ("Company Claims") to the extent such Company Claims arise out of result from or relate to (i) the acts or omissions of Site Host or its employees, contractors or agents; (ii) to the work performed by the Site Host, its employees, contractors or agents; or (iii) participation in Program by the Site Host. The Site Host shall not be responsible for indemnifying the Company under this section to the extent that such Loss results from the negligence, willful misconduct or breach of this Agreement of or by the Company. This Section shall survive the termination or expiration of the Agreement.
- 8.2 THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARDING THE FACILITIES AND/OR THE EVSE, WHETHER EXPRESS OR IMPLIED, INCLUDING SPECIFICALLY BUT WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. Neither by inspection or non-rejection nor in any other way does the Company give any warranty, expressed, or implied as to the adequacy, safety or other characteristics of any equipment, wiring or devices, installed on the Site. This Section shall survive the termination or expiration of this Agreement.
- 8.3 Unless there is negligence on the part of the Company, the Company shall not be liable for damage to the person or property of the Site Host or any other persons resulting from the use of electricity or the presence of the Company's Infrastructure on the Site.
- 8.4 In any event, the Company shall not be liable in contract, in tort (including negligence and G.L. c. 93A), strict liability or otherwise for any special, indirect, or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of customers of the Site Host or other economic harm resulting from the Infrastructure, Company's work at the Site or Site Host's participation in the Program.

9.0 Tax Liability

- 9.1 The benefits conferred upon the Participant through participation in the Make-Ready Program, including the receipt of the Make-Ready Program Rebate, may be taxable by the federal, state, and/or local government. The Participant is responsible for declaring and paying all such taxes and should seek the appropriate tax advice as Participant deems necessary. National Grid is not responsible for the payment of any such taxes.

10.0 Termination

- 10.1 The Company may, in its sole discretion, terminate this Agreement at any time (i) prior to the purchase of EVSE by the Site Host or (ii) after the payment of the agreed upon rebate amounts.
- 10.2 Company may terminate the Agreement for cause in the event that the Site Host fails to comply with the terms of this Agreement.
- 10.3 The Site Host shall reimburse the Company in accordance with Section 4.6 above in the event that (i) the Company terminates this Agreement for cause due to the Site Host's failure to comply with the terms of this Agreement or (ii) the Site Host terminates this Agreement prior to the end of the Term.

11.0 Miscellaneous

- 11.1 Site Host or its chosen EVSE Owner-Operator agrees to grant permission to the Company and its data processing vendor to receive all required data recorded on EVSE from the EV Network provider monthly for at least four (4) years from the Activation Date and acknowledges and agrees that the Company may share such data with its regulators and/or as required by law.
- 11.2 Upon Company's request, Site Host shall participate in a Customer Satisfaction Survey conducted by the Company following the installation of the Infrastructure, at no cost to the Site Host.
- 11.3 This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior negotiations, agreements, and understandings, written or oral, formal, or informal, all of which are deemed to be merged herein. No provision of this Agreement shall be supplemented, terminated, modified, or waived except by a writing signed by both Parties.
- 11.4 Any notice or other communication authorized, required, or desired to be given under this Agreement shall be in writing and delivered by hand against receipt, by first class certified mail, postage prepaid, return receipt requested, by express mail or express courier service providing proof of delivery, or by electronic transmission providing confirmation of receipt, if addressed to the party intended to receive the same to the address or e-mail address set forth below:

If to Site Host:

Attn: _____

Telephone Number: _____

Email Address: _____

If to Company:

National Grid
170 Data Drive
Waltham, MA 02451

Attn: EV Commercial Charging Program

Email Address: EVNationalGrid@nationalgrid.com

All such notices shall be deemed to have been duly given on (i) the date of receipt if delivered by hand, if sent by express courier service or sent by electronic transmission (with a confirmation copy sent by first class mail) or (ii) the earlier of the date of receipt and the date of first attempted delivery by the U.S. Postal Service, if transmitted by mail as aforesaid. Either Party may change the address to which any such notice, report, demand, request or other instrument or communication to such party is to be delivered or mailed, by giving written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties.

- 11.5 All exhibits to this Agreement are hereby incorporated by this reference into this Agreement.
- 11.6 This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions contained in this Agreement are for convenience of reference only and shall not affect the construction to be given to any of the provisions hereof.
- 11.7 In the event the Site Host transfers ownership of the Site to a new party, the Site Host is responsible for notifying the Company and providing an assignment and assumption of this Agreement by the new party. Failure to do so will result in (i) the Site Host remaining primarily liable for the obligations contained herein and (ii) a default of this Agreement giving rise to an immediate right of the Company to terminate this Agreement for cause in its sole discretion in accordance with Section 9. In the event that the Company terminates this Agreement for failure to comply with the provisions of this Section 10.7, the Site Host shall reimburse the Company in accordance with Section 4.6 above.
- 11.8 No employee, officer, director, stockholder, manager, member or any person or entity in any way affiliated with either Party shall have any personal liability with respect to this Agreement, any instrument delivered by such Party, or the transaction contemplated hereby, nor shall the property of any such person or entity be subject to attachment, levy, execution, or other judicial process.
- 11.9 This Agreement is subject to and shall be governed by, to the extent applicable, by the Company's "Terms and Conditions – Distribution Service", as approved by the DPU from time to time, and shall further be governed by, and construed and enforced in accordance with, the internal laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of law. Any action brought with respect to this Agreement shall be brought in, and the sole place of venue and jurisdiction for said action shall be in Boston, Massachusetts.

The Site Host, Property Owner and EVSE Owner-Operator as described below have read, understand, and agree with this Agreement, including the terms and conditions contained herein. Each signatory below certifies that any information provided pursuant to this Agreement is true and correct.

SITE HOST

Signature: _____

Company/Entity Name: _____

Print Name: _____

Title: _____

Email: _____

EV Application Number (Project Number):

PROPERTY OWNER (even if the same as above)

Signature: _____

Company/Entity Name: _____

Print Name: _____

Title: _____

Email: _____

EVSE OWNER-OPERATOR (even if the same as above)

Signature: _____

Company/Entity Name: _____

Print Name: _____

Title: _____

Email: _____