



### Electric Vehicles Program Application: Level 2 Mixed Use Commercial Charging Program

For details on eligibility requirements and program incentives, see the Level 2 Mixed Use Commercial Program Participation Agreement (“Level 2 Commercial Agreement”) which is attached to this Program Application.

Only Applicants with Level 2 charger(s) (as defined in the Level 2 Commercial Agreement) installed after January 27, 2021 are eligible for Make-Ready incentives (as defined in the Level 2 Commercial Agreement).

#### APPLICANT INFORMATION

Applicant Name: \_\_\_\_\_ Account #: \_\_\_\_\_  
*Last Middle First*

Address: (Mail) \_\_\_\_\_  
*Address (Line 1) Address (Line 2)*  
\_\_\_\_\_  
*City State ZIP Code*

Address: (Service) \_\_\_\_\_  
*Address (Line 1) Address (Line 2)*  
\_\_\_\_\_  
*City State ZIP Code*

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

#### REQUEST DETAILS

##### APPLICANT INFORMATION

EV Sub- Program \*: Level 2 Mixed Use Commercial Elec. Serv. Size: \_\_\_\_\_

Electrician Name: \_\_\_\_\_ Electrician Phone #: \_\_\_\_\_

Electrician Email: \_\_\_\_\_

DWMS Notification #: \_\_\_\_\_  
*(If you have received from Construction Inquiry)*

How did you hear about this Program?

##### CHARGER INFORMATION (For Each Device Specification In The Application)

###### (1<sup>st</sup> Charger)

Charger Manufacturer\*: \_\_\_\_\_ If Other Specify: \_\_\_\_\_

Charger Model\*: \_\_\_\_\_ Charger ID\*: \_\_\_\_\_

Charger Power Rate (kW)\*: \_\_\_\_\_

Charger Installation Date\*: \_\_\_\_\_

**(2<sup>nd</sup> Charger)-(if any)**

Charger Manufacturer\*: \_\_\_\_\_ If Other Specify: \_\_\_\_\_

Charger Model\*: \_\_\_\_\_ Charger ID\*: \_\_\_\_\_

Charger Power Rate (kW)\*: \_\_\_\_\_

Charger Installation Date\*: \_\_\_\_\_

**(3<sup>rd</sup> Charger)-(if any)**

Charger Manufacturer\*: \_\_\_\_\_ If Other Specify: \_\_\_\_\_

Charger Model\*: \_\_\_\_\_ Charger ID\*: \_\_\_\_\_

Charger Power Rate (kW)\*: \_\_\_\_\_

Charger Installation Date \*: \_\_\_\_\_

**(4<sup>th</sup> Charger)-(if any)**

Charger Manufacturer\*: \_\_\_\_\_ If Other Specify: \_\_\_\_\_

Charger Model\*: \_\_\_\_\_ Charger ID\*: \_\_\_\_\_

Charger Power Rate (kW)\*: \_\_\_\_\_

Charger Installation Date \*: \_\_\_\_\_

**LOCATION INFORMATION**

Location Type \*: \_\_\_\_\_

Is this location open to public 24/7? (\*Only for Public Locations) \_\_\_\_\_

If not open to public 24/7, provide the site hour details(\* Only for Public Locations): \_\_\_\_\_

Are you seeking public funding for this installation? \* \_\_\_\_\_ If yes, does this funding combined with PSE&G incentive total to 90% or more of total costs? \* \_\_\_\_\_

**APPLICANT ADDITIONAL INFORMATION (To be filled out by PSEG)**

**APPLICATION INFO**

EV Application No. \_\_\_\_\_

Application \_\_\_\_\_  
*Date* *Status*

**TERMS & CONDITIONS**

The Level 2 Commercial Agreement is attached to this application and incorporated herein. This application serves only as a means to qualify the Applicant to enter the Mixed Use Program in accordance with the New Jersey Board of Public Utility requirements set forth in the order approving the program. Once Applicant is qualified, the Level 2 Commercial Agreement shall take effect and shall be binding on the Parties. Applicant's signature below signifies its agreement to all of the provisions of the Level 2 Commercial Agreement. PSE&G's approval of this application signifies its agreement to be bound by all of the provisions of the Level 2 Commercial Agreement.

**DISCLAIMER AND SIGNATURE**

By signing below, the Applicant is:

- (1) Accepting all terms and conditions specified in the Level 2 Commercial Agreement and agreeing to be bound by all of the terms of that agreement.
- (2) Agreeing to provide EV Charging Data to PSE&G through its original equipment manufacturer or device manufacturer according to the provisions of the Level 2 Commercial Agreement.

Applicant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

**Clean Energy Future – Electric Vehicle  
Level 2 Mixed Use Commercial Charging Program Participation Agreement**

This Clean Energy Future-Electric Vehicle Level 2 Mixed Use Commercial Charging Program Participation Agreement (“Agreement”) is made by and between Public Service Electric and Gas Company, with offices at 80 Park Plaza, Newark, NJ 07102 (“PSE&G”) and the entity whose Electric Vehicle Program Application for the Level 2 Mixed Use Commercial Charging Program (the “Mixed Use Program”) has been approved by PSE&G (“Participant”). PSE&G and Participant may be referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, As part of its New Jersey Board of Public Utilities (“NJBPU”) approved Clean Energy Future – Electric Vehicle Program (“CEF –EV Program”), BPU Docket Number EO18101111 PSE&G is offering the Mixed Use Program; and

WHEREAS, subject to meeting eligibility requirements, Participant wishes to become eligible to receive financial incentives (“Incentives”) towards the cost of Commercial Level 2 charging (operating at 208-240 voltage and 3-20 kW capacity) equipment installation (each a “Project”) in connection with the CEF-EV Program; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows;

1. Eligibility Requirements. Participant has submitted an application to be a part of the Mixed Use Program. The application serves only as a means to qualify the Participant to enter the Mixed Use Program in accordance with the NJBPU order requirements. Once Participant is qualified, this Agreement shall take effect and shall be binding on the Parties. If Participant’s application is not accepted, this Agreement shall not be binding on either Party. In order to successfully enroll, the Participant must: (i) not be subject to any shut-off notices on its customer account (ii) submit its application and receive notification from PSE&G that its application is qualified; and (iii) after qualification of its application, timely submit satisfactory documentation of compliance with Participant responsibilities as set forth below; if an electric service upgrade is required, following PSE&G’s completion of the service upgrade, Participant must submit its supporting documents as required by PSE&G within two weeks. Such supporting documentation includes: (a) copy of an itemized electrician/contractor invoice, marked paid, that clearly indicates a detailed description of the work performed, the cost of the work performed, including labor and equipment—excluding the cost of the charger, the date in which the work was performed, the Participant’s name and installation address, and the name, license number, and contact information of the electrician/contractor who performed the work, (b) a proof of purchase for the charger that includes the manufacturer, model, power rating, and device ID that conforms with the pre-approved PSE&G eligible charger list found on the Electric Vehicle program website (which is subject to revision from time to time) (c) a copy of the Uniform Construction Code Form F222-A, The Inspection Sticker Approval for Electric Work with permit number referenced.

The charger that will be installed (the “Participant Charger”) must be networked (i.e., must be capable of sending and receiving communications via Wi-Fi or cellular network).

All Participant applications are subject to audit by PSE&G to verify that the work was necessary to make the Participant’s location (the “Participant Location”) charger ready. In cases where the

Participant is not able to verify the necessity and completion of the work, the Participant may not receive all or a portion of its Incentive. In cases of disqualification, such as a false or incorrect information on the application, the Participant will be permitted to revise its application and submit it for a second review, the approval of which shall be subject to PSE&G's sole discretion. Participant will need to pass verification of its revised application to be eligible for any and all Incentives and Rebates.

2. Participant Responsibilities. Participant agrees to provide EV Charging Data as defined in the BPU Order approving the CEF-EV program, and set forth in Exhibit A, to PSE&G through its original equipment manufacturer or device manufacturer. The EV Charging Data (the "Data") shall be provided in accordance with PSE&G instructions and in a form deemed by PSE&G within its reasonable discretion to be sufficient to facilitate necessary processes to promote the purposes of the Mixed Use Program.

Participant must install or utilize smart charging hardware and network technology of its choice that has been approved by PSE&G and is capable of sending and receiving communications via Wi-Fi or cellular network to and from PSE&G.

Locations selected must be either a multi-family dwelling, governmental entity or publicly-accessible locations for the Participant to be entitled for the Incentives.

3. PSE&G Responsibilities. The CEF –EV Program permits investment in Level 2 Commercial Charging. As long as funds are available, the following "Make Ready Incentives" are offered:
  - Up to \$30,000\* per site for installation from the utility meter to the charger stub ("behind the meter") costs for Level 2chargers.
  - Up to \$10,000 of pole to meter utility service upgrades (if needed)\*Note: the Make Ready Incentive is calculated based on the number of chargers installed; this program offers up to \$7,500 per charger installation for up to four (4) chargers per site.

4. Participant Representations and Warranties. Participant represents and warrants that; (i) it is eligible to participate in the Mixed Use Program, (ii) it has fully disclosed all public funding sought and received as detailed in Section 5, (iii) all information provided to PSE&G in connection with the Mixed Use Program, including information provided as part of Participant's application for the Mixed Use Program, was true and correct at the time of its making and remains true and correct; (iv) Participant has the legal right to provide the Data and is not aware of any restriction on its ability to provide the Data;(v) all Data provided in connection with the Mixed Use Program, is to the best of Participant's knowledge, accurate and correct; (vi) Participant will maintain its charger(s) in good working order and shall perform all repairs to such chargers promptly after becoming aware of the need for such repairs; (vii) Participant will notify PSE&G in writing if any charger is replaced and will provide such information regarding the replacement charger as PSE&G shall require and (viii) Participant's provision of Data and its actions in connection with the Mixed Use Program will not violate any applicable law or regulation.

5. Incentive Conditions. Participant shall fully disclose all governmental or public funding it has sought or will seek in connection with the Mixed Use Program. In no case shall the combination of (a) any Federal funding, (b) other State, any other government entity, or New Jersey Clean Energy Program incentive funding, and (c) Incentives provided as part of this Mixed Use Program (excluding program incentive financing) exceed more than 90% of an installation or

project's costs. If it is determined that an installation or project would be funded with more than 90% of public funding as described herein, the Parties agree that, subject to any restrictions set forth in applicable law, Incentive funding approved for that particular installation or project shall be reduced to bring the total Incentives under 90%.

All Incentives will be available on a first-come, first-serve basis until funding caps approved by NJBPU are reached.

6. Term and Termination. This Agreement shall commence on the Effective Date and shall continue until terminated by either Party on thirty (30) days' notice to the other Party or until terminated in accordance with this Section 6. Either Party shall, at all times, have the right to terminate this Agreement for cause upon the material breach by the other Party of any provision of this Agreement, provided that the non-breaching Party has first given the other Party written notice of its breach and a thirty (30) day opportunity to cure such breach. In the event that Participant materially breaches this Agreement, PSE&G shall be entitled to recover all of its damages, including but not limited to recouping any Incentives issued and all of its implementation costs related to the Participant's application, and/or PSE&G shall be entitled to pursue available remedies under any applicable tariff.
7. Indemnification. Participant agrees to defend, indemnify, and hold harmless PSE&G, its parent and affiliated companies and each of their respective officers, directors, employees, agents, subcontractors, successors and assigns (each an "Indemnified Person") from and against any claim, dispute, complaint, suit, demand, judgment, liability, loss, injury, accident, fine, expense, penalty, damage, action, fee, cost, or charge of any kind or nature (including reasonable attorneys' fees) that may be imposed on, incurred by, or asserted against such Indemnified Person in any way relating to, arising out of or resulting from the acts or omissions of Participant in connection with this Agreement except to the extent caused by the gross negligence or intentional misconduct of the Indemnified Person. This indemnification includes, but is not limited to claims by third parties for breaches of privacy arising out of or relating to a security breach experienced by Participant or Participant's provision of Data.
8. Limitation of Liability. PSE&G's total liability to Participant for all actions, claims, or suits of any kind, whether based upon warranty, contract, tort (including negligence and strict liability) or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to this Agreement shall, under no circumstances, exceed \$1,000. PSE&G shall not, under any circumstances, be liable for any special, indirect, incidental, punitive or consequential losses, damages, costs, or expenses whatsoever (including for lost profits, time or revenue), whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise.
9. Confidentiality. Information provided pursuant to this Agreement with regard to the business of each of the Parties is intended to be confidential and the Parties shall not disclose any such information to any other person, or entity or use such information itself for any purpose other than in connection with the Agreement, without the other Party's prior written consent, except that PSE&G may share data on an aggregated and anonymized basis with the New Jersey Board of Public Utilities and New Jersey Division of Rate Counsel and may place such information on the PSE&G website. The Data shall be considered to be confidential, subject to the foregoing exception.
10. Protection of Information. Participant acknowledges that it may hold personally identifiable information ("PII") of individuals that utilize charging services offered by Participant. All

information held by Participant shall be collected, stored, processed and transmitted to PSE&G solely in the United States. Participant shall develop, implement, maintain and monitor a comprehensive, written information security program that complies with all applicable laws and regulations and that includes appropriate security measures adequate to (i) ensure the security and confidentiality of all information in Participant's possession, including the Data, (ii) protect against anticipated threats or hazards to the security and integrity of information in Participant's possession, including the Data, and (iii) protect against the loss of or unauthorized access to information in Participant's possession or the compromise to the security, integrity or confidentiality of a process, function or data on any third party system including that of PSE&G (a "Security Incident"). With respect to cyber threats, Participant's program shall address the life cycle of a cyber event, including identification of, response to, and recovery from a cyber event. Participant shall conduct an exercise annually to test its cyber response program, such as a tabletop exercise. Participant shall also ensure that its information security program covers the transmission of the Data and all networks, systems, servers, hardware, equipment, computers, notebooks, laptops, PDAs, mobile phones, and other devices that process or handle the Data, and/or allow access to PSE&G's computer system. Participant shall further ensure that its information security program includes industry standard password protections, firewalls, and anti-virus and malware protections. Participant shall encrypt using standard or legally required encryption tools commensurate with the technology platform and response time constraints, all Data that it transmits to PSE&G pursuant to this Agreement. Participant shall safeguard the security and confidentiality of all encryption keys associated with encrypted Data. Upon PSE&G's request, Participant shall complete a due diligence questionnaire and shall submit the completed questionnaire to PSE&G within a reasonable time.

11. Security Incidents. Participant shall provide PSE&G with written notice immediately upon (but in no case later than 24 hours after) becoming aware of a Security Incident. Participant shall promptly provide PSE&G with detailed information regarding the nature and scope of the Security Incident, the actual or potential cause of the Security Incident, and the measures being taken by Participant to investigate the Security Incident and correct or mitigate its effects. Participant agrees that any decision to notify individuals, a regulatory body or governmental authorities of the Security Incident shall be at PSE&G's sole discretion and any notice shall be approved in advance by PSE&G. Upon the event of a Security Incident involving Data or any compromise to a PSE&G computer system, Participant shall reimburse PSE&G for all of its costs relating to the Security Incident, including its internal and external costs associated with investigating, addressing and responding to the Security Incident, preparation and transmission of all notifications to consumers or others as PSE&G deems appropriate, and costs for credit reporting and monitoring services.
12. Independent Contractors. The nature of the Parties' relationship hereunder is that of independent contractors and no joint venture or partnership relationship between the Parties is created by this Agreement. Neither Party or their employees shall hold themselves out or be deemed to be an agent, subcontractor, partner or employee of the other. Participant shall be the employer in fact of all persons performing services on its behalf under this Agreement and shall at all times be fully responsible for the acts or omissions of those performing tasks hereunder on its behalf. Participant shall take such steps as are necessary to prevent creation of a co-employment relationship with PSE&G.

13. Setoff. All claims for money or Incentives due or that becomes due from PSE&G shall be subject to deduction or set-off by PSE&G by reason of any claim arising out of this Agreement or any other transaction with Participant.
14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without reference to the principles of conflicts of laws. Any legal claim, suit, proceeding, or action brought against PSE&G shall be brought in New Jersey state courts or, if the claim, suit, proceeding, or action is to be brought in federal court, in the United States District Court, District of New Jersey. Each of the Parties hereby irrevocably consents to the jurisdiction of any of the aforementioned courts in any such action or proceeding and service of process in any such action or proceeding may be accomplished by the mailing of copies thereof to it by registered or certified mail, postage prepaid, return receipt requested or by recognized overnight delivery service to each of the Parties at its address set forth herein. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such jurisdiction. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.
15. Assignment. This Agreement may not be assigned or transferred (including by way of merger, acquisition, and operation of law or sale of substantially all assets) by Participant without the prior written consent of PSE&G. PSE&G shall have the right to assign or transfer this Agreement in its discretion.
16. Notices. All notices sent in connection with this Agreement shall be directed to each Party at the address set forth in the first paragraph of this Agreement. In the case of a notice to PSE&G, such notice shall be directed to the Vice President-Procurement with a copy to the Deputy General Counsel- Commercial Law.
17. Complete Agreement. This Agreement constitutes the full, complete, and only agreement between the Parties hereto with respect to the subject matter hereof. This Agreement supersedes any course of performance, course of dealings, usage of trade, previous agreements, representations, and understandings, either oral or written. No terms, conditions, agreements, representations, understandings, course of performance, course of dealing, or usage of trade purporting to modify, vary, supplement, explain, or amend any provisions of this Agreement shall be effective unless in writing, signed by a PSE&G representative authorized to amend this Agreement. If any part of this Agreement is determined to be judicially unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have agreed to be legally bound by the terms and conditions of this Agreement.

Signed: \_\_\_\_\_

7/21/2021



Name: \_\_\_\_\_

Title: \_\_\_\_\_