

## SITE HOST & LICENSE AGREEMENT

### MASSACHUSETTS COMMERCIAL ELECTRIC VEHICLE CHARGING PROGRAM

#### EVERSOURCE ENERGY

This SITE HOST AGREEMENT (“Agreement”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between NSTAR ELECTRIC COMPANY d/b/a Eversource Energy, a Massachusetts corporation and electric company, with an address at 247 Station Drive, Westwood, Massachusetts 02090 (“Company”) and Town of Winchester, a municipality, with an address at 71 Mount Vernon Street, Winchester Massachusetts (“Site Host”). The Company and Site Host are each referred to herein sometimes as a “Party” and collectively as “Parties”.

#### Background:

- A. The Company has received approval of the Massachusetts Department of Public Utilities (“DPU”) for a program for facilitating siting and installation of electric vehicle charging infrastructure (“EV Chargers”) within the Company’s electric service territory in D.P.U. Docket No. 21-90 (“Petition of NSTAR Electric Company d/b/a Eversource Energy for approval of its Phase II Electric Vehicle Infrastructure Program and Electric Vehicle Demand Charge Alternative Proposal”) approved by the DPU on 12/30/22) (the “Program”).
- B. Site Host is an electric service customer of the Company, has filed an application with the Company for qualification as a participant in the Program, and has offered to host EV Chargers on property owned or controlled by the Site Host located within the Company’s electric service territory at the address(es) listed in Exhibit A (“Site”).
- C. In order to install the EV Chargers at the Site, the Company needs to install certain electric service infrastructure at the Site (defined below as the “Facilities”), to enable interconnection of the EV Chargers with the Company’s electric distribution system.
- D. Before the Company can proceed with the installation of the Facilities at the Site, the Company requires permission from the Site Host, to access the Site and perform the work of installing the Facilities. Installation of the Facilities will be performed by the Company and a contractor approved to perform such construction work under the Program (“Make Ready Contractor”).
- E. The Parties desire to memorialize their mutual agreements and their respective obligations with respect to the installation of EV Charging infrastructure at the Site, consistent with the requirements of the Program.

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 Site Host hereby agrees to provide one or more locations at the Site for the installation of EV charging infrastructure. The specific location of the EV Chargers and other infrastructure at the Site shall be determined by the Site Host in coordination with the Company and, if needed, the supplier of the EV Chargers (“Supplier”).
- 2.0 Site Host, at its sole cost and expense, shall be responsible for the procurement of the EV Chargers from the Supplier and provide proof of such purchase (including pricing) to the Company before installation of the Facilities is scheduled to take place. Failure to provide proof of such purchase will void any funding commitment or scheduled work reserved for Site Host at the Site.
- 3.0 Site Host agrees to install either (a) not less than two (2) so-called “Level II” EV Chargers ports (minimum 7kW per port), or (b) not less than one (1) so-called “Fast DC” EV Charger port (minimum 100kW per site and 50kW per port).
- 4.0 Site Host agrees to purchase and install EV Chargers that are approved by the Program, as per the latest Massachusetts Commercial EVSE Qualified Products List. Site Host agrees that the selection of the EV Charger models, the number of EV Chargers to be installed and their charging levels cannot be changed by the Site Host following submission of such information to the Company for purposes of developing the design of the Facilities.
- 5.0 Site Host agrees to operate and maintain the EV Chargers at the Site, which may be done through a third-party agreement, for at least five (5) years from the date the EV Chargers are first placed in service (“In-Service Date”).
- 6.0 As required by the Program, the EV Charger Facilities will include a separate, dedicated utility electric meter. Exceptions may be made on a case-by-case basis. As a Company distribution service customer, the Site Host agrees to pay for all metered electric services provided by the Company for the EV Chargers at the Company’s applicable rates and tariffs.
- 7.0 The Company agrees to provide and install the necessary infrastructure at the Site to connect the EV Chargers to the Company’s electric distribution system. Such infrastructure may consist of poles, conduits, ducts, cables, wires, switches, transformers, concrete pads, manholes, handholes, supporting foundations, culverts, and all other accessory and appurtenant equipment and material necessary in the opinion of the Company to enable the safe and reliable operation of the EV Chargers at the Site (collectively, “Facilities”). Site Host acknowledges and agrees that some of the Facilities may be interconnected with existing electric equipment currently serving the Site and owned/maintained by the Site Host (“Existing Facilities”). 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 EV Chargers at the Site.

- 8.0 To the extent that the Site Host qualifies as a Program participant, and meets the other requirements set forth herein, the design and installation cost of the Facilities and any off-Site upgrades or modifications to provide service to the EV Chargers shall be paid for by the Company or shared with the Site Host pursuant to the terms and provisions of the Program. Any cost contributions required of the Site Host are outlined in the Project Pre-Approval Letter. Failure to pay cost contribution will void any funding commitment or scheduled work reserved for Site Host at the Site.
- 9.0 Site Host agrees that it shall not apply for, seek, or obtain any rebates or incentives offered by any other person for the installation or hosting of the EV Chargers if such rebates or incentives, when combined with the rebates and incentives provided by the Program, would exceed an amount equal to the total (100%) of the cost of the EV Chargers and their installation.
- 10.0 The Site Host may be eligible for the EV Charger rebates presented in Exhibit B, with differing rebate levels depending on Environmental Justice Community (“EJC”) eligibility and public accessibility.
  - 10.1 An EJC meets one of the following criteria established by the Massachusetts Executive Office of Energy and Environmental Affairs, as per the most recent census data: (1) the annual median household income is 65 percent or less of the statewide annual median household income; (2) minorities comprise 40 percent or more of the population; (3) 25 percent or more of households lack English language proficiency; or (4) minorities comprise 25 percent or more of the population and the annual median household income of the municipality in which the neighborhood is located does not exceed 150 percent of the statewide annual median household income.
  - 10.2 The Program’s definition of “publicly accessible” for public and workplace segments is in line with that of the MassEVIP Program: The program participant must allow the general public practical access to, and use of, the parking space and charging station for seven days per week, 24 hours per day. The program participant 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.
  - 10.3 In the event the unit cost of the Level II EV Charger, as determined by the Company, exceeds the Rebate, the Site Host will be responsible for the incremental cost.
  - 10.4 Site Host may use the Rebate solely for the purchase and installation of EV Chargers.

- 11.0 Site Host is required to apply for the Massachusetts Department of Environmental Protection's Electric Vehicle Incentive Program ("MassEVIP") or other available state or federal funding to the extent that it is available and aligned with the Program's offerings, and to report the receipt of any such funding to the Company. The Company will deduct any third-party funding received by the Site Host from the Program rebates. If receipt of approved third-party funding is not received within 60 days of applying, the Company may proceed with original incentive levels.
- 12.0 A preliminary sketch will be provided by the Make Ready Contractor, attached hereto as Exhibit C, showing the proposed Facilities and their location at the Site and any interconnection with Existing Facilities (if applicable), consistent with the location(s) selected by the Site Host, the Company and, as needed, the Supplier. Upon execution of this Agreement the Make Ready Contractor will provide a final Site Development Plan.
- 13.0 The Make Ready Contractor is responsible for obtaining all federal, state, and local permits to complete the installation of the Facilities, except for any applicable federal, state, and local environmental permits and approvals required by law for the installation of the Facilities at the Site, which are the sole responsibility of the Site Host.
- 14.0 All work by the Company and Make Ready Contractor under this Agreement shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials, in a manner and location reasonably acceptable to the Site Host and the Company. Site Host agrees that any field changes in the location of the Facilities shall be subject to prior review and written approval of the Company, which shall not be unreasonably withheld.
- 15.0 Company shall procure and maintain at its expense, at all times during the performance of any work under this Agreement, public liability insurance, including personal injury and property damage, and automobile liability insurance in amounts of \$2,000,000 combined single limit each, against all claims and demands of any injury to person or property which may occur or be claimed to have occurred on the Site as a result of the work on the Site by the Company or its contractors. Site Host shall be designated as an additional insured party on the general liability policy and on the self-insured general liability program shall be treated as if an additional insured. The Company shall, before entry upon the Site for the purposes of installing the Facilities, furnish the Site Host with a valid certificate of such insurances. Site Host acknowledges that Company may self-insure all or part of its insurance obligations hereunder.
- 16.0 Site Host and its employees, agents and contractors shall comply at all times and under all circumstances with all Massachusetts General Laws (M.G.L. c. 166, s. 21A et seq.), OSHA and any other applicable requirements regarding work or activity in the proximity of energized electric lines.

- 17.0 Following the installation of the Facilities, all Facilities installed up to the metering point (“utility-side infrastructure”) within the Site pursuant to this Agreement shall remain the property of the Company and the Company shall pay all taxes assessed thereon. All other Facilities, including Existing Facilities (if applicable), shall be owned and maintained by the Site Host or the Supplier, as appropriate.
- 18.0 Site Host hereby grants to the Company, its successors and assigns, (a) the permission, from time to time as may be necessary to install, repair, renew and maintain utility-side electrical 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; (b) the right to interconnect the Facilities with Existing Facilities (if applicable); and (c) the right to enter upon the Site from time to time for the purpose of installing, repairing, renewing, maintaining, replacing and removing said infrastructure, the approximate location of said infrastructure being shown on the Site Development Plan approved by the Parties. In the event the Company is required to relocate said 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.
- 19.0 Site Host will 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 all trees, bushes, underbrush, and growth 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 utility-side infrastructure within the Site. Site Host acknowledges and agrees that the Company does not hereby assume any responsibility for the ownership, operation or maintenance of the Existing Facilities, which shall remain the responsibility of the Site Host.
- 20.0 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.
- 21.0 Site Host represents and warrants to the Company as follows:

- 21.1 Site Host is a current non-residential electric delivery customer of the Company.
- 21.2 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. To the best of the Site Host's knowledge, there are no known or suspected conditions (including environmental conditions) at the Site that would prevent or impede the installation of the Facilities by the Company.
- 21.3 Site Host is the fee owner of Site or has a long-term (10 years or longer remaining term) lease or ground lease of the Site.
- 21.3.1 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.
- 21.3.2 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 Facilities at the Site, in the form of Exhibit D, or otherwise in form and substance satisfactory to the Company.
- 21.3.3 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 Facilities.
- 21.4 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 the course of installation of the Facilities, 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. 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 Host Site, the Site Host is responsible for compliance, under the supervision of its License 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.

- 21.5 Site Host routinely provides customer parking for periods in excess of four (4) hours for customers at the Site and shall continue to provide such parking to customers for as long as EV Chargers are operated at the Site.
- 21.6 At Multi-Unit Dwelling sites, EV Chargers are not to service deeded or assigned parking spaces and are to be made available to all persons with access to the parking lot or structure, unless the Site Host agrees to install EV Chargers at a minimum of 20 percent of the total parking spaces available at the site.
- 21.7 Upon Company's request, Site Host will participate in a Customer Satisfaction Survey conducted by the Company following the installation of the Facilities, at no cost to the Site Host.
- 22.0 THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARDING THE FACILITIES AND/OR THE EV CHARGERS, 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.
- 23.0 The Company shall be excused from performance and shall not be liable in damages or otherwise if and to the extent that it shall be unable to do so or prevented from doing so by statute or regulation or by action of any court or public authority having or purporting to have jurisdiction in the premises; or by loss, diminution, or impairment of electrical service from generating plants or suppliers or the systems of others with which it is interconnected; or by a break or fault in its transmission or distribution system; failure or improper operation of transformers, switches, or other equipment necessary for electric distribution; or by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, act of God, or public enemy, failure of any supplier to perform, restraint by any court or regulatory agency, or any other intervening cause, whether or not similar thereto; the Company shall use reasonable efforts under the circumstances to overcome such cause and to resume full service. The Site Host shall be excused from performance and shall not be liable in damages or otherwise to the extent any delay or failure of the Site Host to perform its contractual obligations hereunder is due to conditions or circumstances which are beyond its control, including by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, act of God, or public enemy.
- 24.0 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 Facilities on the Site. 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 Facilities, Company's work at the Site or Site Host's participation in the Program.

- 25.0 Site Host agrees to grant permission to Company and its data processing vendor to receive all available data recorded on EV Chargers from charging station network software provider on a monthly basis for at least five (5) years from the In-Service Date.
- 26.0 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 be supplemented, terminated, modified, or waived except by a writing signed by both Parties.
- 27.0 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:

Town of Winchester

71 Mt. Vernon St.

Winchester, MA 01890

Attn: Ken Pruitt

Office Telephone Number: 781-265-9730

Email: Kpruitt@winchester.us

If to Company:

NSTAR Electric Company d/b/a Eversource Energy

247 Station Drive SE210

Westwood, Massachusetts 02090

Attn: EV Make Ready Program

Office Telephone Number: 781-441-8639

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.

- 28.0 All exhibits to this Agreement are hereby incorporated by this reference into this Agreement.
- 29.0 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.
- 30.0 Neither Party shall be permitted to assign its rights or obligations under this Agreement; however, the provisions of this Agreement shall be binding on, and inure to the benefit of, the respective successors and successors in title of the Parties.
- 31.0 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.
- 32.0 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 and modified 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as a sealed instrument by their respective duly authorized representatives, as of the date first above written.

NSTAR ELECTRIC COMPANY

d/b/a Eversource Energy

By: \_\_\_\_\_

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

Title: Program Manager, Electric Mobility

Town of Winchester

By: \_\_\_\_\_

Name: Beth Rudolph

Title: Town Manager

**EXHIBIT A – LIST OF COVERED SITES**

**EXHIBIT B – EV CHARGER REBATE STRUCTURE**

**EXHIBIT C – DESIGN SKETCH**

**EXHIBIT D – FORM OF EASEMENT (IF NECESSARY)**

**EXHIBIT A**

**LIST OF COVERED SITES FOR EV SITE HOST AGREEMENT**

**Town of Winchester**

- 1. Mt. Vernon St & Skillings Rd Winchester, MA**

## EXHIBIT B

### INCENTIVE STRUCTURE

Segment	EJC Criteria	Make-Ready Rebate	Make-Ready Eligibility	EVSE Rebate (Level 2)	EVSE Rebate (DCFC)	EVSE Eligibility
Public / Workspace	EJC- Income	Utility-Side: up to 100%, not to exceed actual costs	Must apply for available State/ Federal funding if eligible	100% ports 1-10	\$40k per port (50-150 kW), \$80k per port (>150 kW) <sup>1</sup>	Must be publicly accessible <sup>2</sup>
	EJC- Other			75% ports 1-10		
	Non-EJC - Municipal			50% ports 3-10	\$40k per port (>50 kW) <sup>1</sup>	
	Non-EJC - Other			50% ports 5-10		
Fleets	EJC- Income	Customer-Side: see incentive caps below	MUDs: Must be non-deeded parking, unless >20% parking spaces have EVSE installed	100% ports 1-10	\$40k per port (50-150 kW), \$80k per port (>150 kW) <sup>1</sup>	Public fleets only <sup>4</sup>
	EJC- Other			75% ports 1-10		
	Non-EJC			50% ports 5-10	\$40k per port (>50 kW) <sup>1</sup>	
MUDs	EJC- Income			100% ports 1-10	N/A	
	EJC- Other			75% ports 1-10		
	Non-EJC			50% ports 1-10		

1. Minimum 100 kW per site, site max EVSE incentive of \$400k
2. Must allow the public practical access to, and use of, the parking space and charging station for no less than twelve hours per day, seven days per week. The participant is permitted to charge a parking fee.
3. Vehicle classes 1-2, or those vehicles <10,000 pounds. A separate pilot program is available for public medium/heavy-duty fleets that operate in Environmental Justice Communities
4. Public fleets are understood to be public transit, including school buses, and government-owned fleets

#### Incentive Caps (customer-side of meter)

	Service Type	Retrofit Cap	New Construction Cap
Level 2	New Service	\$13,358 per port	\$6,700 per port
	No New Service	\$13,358 per port	\$5,700 per port
DCFC	All	100%	100%

**EXHIBIT C**

**DESIGN SKETCH (ATTACHED)**

**EXHIBIT D**

**FORM OF EASEMENT (IF NECESSARY)**