

# Electric Vehicle Make-Ready Program Application



Submit completed application and any other required documents via email to [PSEG-LI-EVMakeReady@pseg.com](mailto:PSEG-LI-EVMakeReady@pseg.com).

A. DEVELOPER INFORMATION		
Entity Name		
Mailing Address		
City	State	Zip
Contact Name	Email	
Business Phone	Cell Phone	
Preferred method of contact: <input type="checkbox"/> Email <input type="checkbox"/> Business Phone <input type="checkbox"/> Cell Phone		

B. SITE OWNER INFORMATION (Please complete if entity is other than Developer)		
Entity Name		
Facility Address		
City	State	Zip
Mailing Address (if different than Facility Address listed above)		
City	State	Zip
Latitude (optional)	Longitude (optional)	
Contact Name	Email	
Business Phone	Cell Phone	
Preferred method of contact: <input type="checkbox"/> Email <input type="checkbox"/> Business Phone <input type="checkbox"/> Cell Phone		

C. CUSTOMER INFORMATION (Please complete if entity is other than Developer)		
Account Name	PSEG Long Island Account No.	
Facility Address		
City	State	Zip
Mailing Address (if different than Facility address listed above)		
City	State	Zip
Email	Business Phone	Cell Phone
Preferred method of contact: <input type="checkbox"/> Email <input type="checkbox"/> Business Phone <input type="checkbox"/> Cell Phone		

Indicate which entity will be receiving the program incentives, if not the Developer: <input type="checkbox"/> Site Owner <input type="checkbox"/> Customer
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D. SITE DESCRIPTION		
Proposed Site Address (if different than Facility Address)		
City	State	Zip
Proposed Energize Date (MM/DD/YYYY)		
Location Accessibility: <input type="checkbox"/> Public <input type="checkbox"/> Private	Will the site be located in a disadvantaged community? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Facility Type: <input type="checkbox"/> Workplace <input type="checkbox"/> Corridor <input type="checkbox"/> Community <input type="checkbox"/> Multi-Unit Dwelling		
What type of service will be required?*" <input type="checkbox"/> New electric service <input type="checkbox"/> Service upgrade <input type="checkbox"/> Existing service	Has a request for new service or service upgrade been submitted for this site? <input type="checkbox"/> Yes <input type="checkbox"/> No	BRS No.
Will the site be future-proofed? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Will there be demand management software or hardware? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please describe:		
Will EV supply equipment be bi-directional at present, in the future, or exclusively load? <input type="checkbox"/> Present <input type="checkbox"/> Future <input type="checkbox"/> Exclusively load	Will there be any co-located distributed generation or energy storage? <input type="checkbox"/> Yes <input type="checkbox"/> No	

\*Applicants must submit service requests through [PSEG Long Island Building and Renovation Services](#)

## E. EQUIPMENT DESCRIPTION

Charger Level	Charger Type (CCS, CHAdeMO, J1772, Tesla)	Charger Brand	Charger Model	Charger Network
Level 2				
DCFC				

Charger Level	Power Level (KW)		Number of Chargers	Number of Ports (per charger)	Total Number of Ports
	Per Charger	Per Port (while simultaneously charging)			
Level 2					
DCFC					

## F. REQUIRED DOCUMENTATION

<input type="checkbox"/>	PSEG Long Island EV Make-Ready Cost Estimate Template
<input type="checkbox"/>	Cost estimates for customer-side make-ready infrastructure (provided by third-party contractors)
<input type="checkbox"/>	Load letter
<input type="checkbox"/>	Letter of Authorization/Agency if Developer is not the Customer of Record for electric account chargers
<input type="checkbox"/>	Letter of support from Site Owner indicating willingness to enter into easement agreement prior to make-ready construction (if applicable)

## G. DEFINITIONS

- **Community DCFC location:**
  - A DCFC location that doesn't qualify as a Corridor location
  - All DCFC ports at the location must be capable of delivering at least 50KW of power (when power-sharing, if applicable, is active)
  - There must be at least two simultaneously operable ports at the location based on either CCS or CHAdeMO plug types
- **Corridor DCFC location:**
  - Location is within one mile of an identified travel corridor "as the crow flies" from the point of roadway exit to the location
  - All DCFC ports at the location must be capable of delivering at least 100KW of power (when power-sharing, if applicable, is active)
  - There must be at least four simultaneously operable ports at the location based on either CCS or CHAdeMO plug types
- **Customer:** Customer of record for the utility account serving the load. The Customer may be the Developer is but is not required to be.
- **Developer:** An entity responsible for designing, constructing, and commissioning an electric vehicle charger location. This entity may also be responsible for owning, managing, and operating the chargers. The Developer will receive program incentives subject to the terms and conditions contained in this Application.
- **Disadvantaged Community:** New York State has defined the criteria for Disadvantaged Communities, as follows:
  - **Environmental justice community (EJ):** Located within census block groups that meet the HUD 50% AMI threshold that are also located within the [DEC Potential Environmental Justice Areas](#); or
  - **Low-income community (LI):** Located within New York State Opportunity Zones
- **Electric vehicle (EV):** A vehicle classified as light duty and registered by a State as being capable of highway speeds that is powered fully or in part by an electric motor and is rechargeable from an external connection to an off-board electrical source.
- **Fee-free:** Fee-free electric vehicle supply equipment (EVSE) may not include any compulsory incremental fees for simply providing access to the charging equipment, such as membership fees or fixed session/access fees. Fee-free EVSE may charge users for delivered energy and for elapsed time at the station. Fee-free EVSE may offer optional membership fees. For parking garages and other similar facilities that require fees for public access to parking, fee-free EVSE may not charge any access fees incremental to the public access rates for the facility.
- **Futureproofing:** The installation of additional or scalable capacity equipment and infrastructure to support the future expansion of an EV charging station and installation of additional charging ports.
- **Make-Ready Equipment:**
  - **Utility-Side Make-Ready (US-MR)** includes step-down transformers, overhead service lines, utility meters, and other traditional distribution infrastructure.
  - **Customer-Side Make-Ready (CS-MR)** includes conductors, trenching, panels for stations, and other customer-side equipment.
- **Multi-unit dwellings:** Any dwelling which is either rented, leased, let, or hired out, to be occupied, or is occupied as the residence or home of five or more independent units.
- **Project:** The make-ready work at a given location.
- **Proprietary plug:** Any EV charging plug that is limited to support one electric vehicle brand or make exclusively.
- **PSEG Long Island EV Make-Ready Program (Make-Ready Program):** The Program that provides incentives for the purchase and installation of equipment associated with preparing a site to install EV chargers within LIPA's Service Area.

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- **Publicly accessible:** Locations that allow access without site-specific physical access restrictions, including public, fee-free parking areas and municipality-operated fee-for parking areas. It does not include private or restricted business parking or certain multi-unit dwelling parking facilities.
- **Site Owner:** The owner of the site on which the EV charging equipment is installed. The Site Owner may be the Developer but is not required to be.
- **Universal plug:** Any EV charging plug that is accepted as able to support any EV and is not proprietary or exclusive. For Level 2 chargers, this is the Society of Automotive Engineers Electric Vehicle Conductive Charger Coupler J1772. For DCFCs, this is any non-proprietary plug such as the SAE Combined Charging System (CCS).

## H. TERMS AND CONDITIONS

### 1. Terms

The Developer agrees to participate in the Electric Vehicle Make-Ready Program ("Program") offered by the Long Island Lighting d/b/a LIPA ("LIPA") through its agent, Long Island Electric Utility Servco LLC ("Servco"), acting for and on its behalf. This Program will be administered by Agent's affiliate, PSEG Long Island (hereinafter referred to individually or collectively as "PSEG Long Island"), subject to these Application Terms and Conditions.

### 2. Developer Eligibility

- a. The Program is available to Developers of new charging stations served by existing or new non-residential electric service in the LIPA "Service Area," which includes Nassau and Suffolk counties and a portion of Queens County known as the Rockaways.

### 3. Application

- a. PSEG Long Island reserves the right to approve or disapprove applications based upon project eligibility and other criteria.

### 4. Qualified Equipment

- a. PSEG Long Island requires Developers choose from a list of qualified charging [equipment](#) and [networks](#).
- b. Developers must identify and use an approved network provider(s) during the entire five-year in-service requirement:
  - i. Network providers shall provide PSEG Long Island or a designated contractor direct access to an online portal to retrieve station data.
  - ii. Each Developer will be required to demonstrate compliance with the five-year in-service requirement through electric vehicle supply equipment data reporting by a qualified network provider.
  - iii. Developer may change to a different network provider after one (1) year, providing notice of a pending change within thirty (30) days of switching to a different network provider.
- c. PSEG Long Island will not be responsible for the purchase, operation, and/or maintenance of the electric vehicle supply equipment.

### 5. Location Cap

- a. Locations can be constructed at higher levels, but incentives apply only up to the 2MW or 100KW limits for DCFC and Level 2 ports, respectively.
- b. No entity, on either a Site Owner or a Developer basis, can be awarded more than 20% of the overall incentive program budget (DCFC and Level 2 budgets will be treated separately).
- c. Utility-side make-ready costs take precedence over the customer-side make-ready costs and may consume the entire incentive, leaving the customer-side make-ready costs the responsibility of the Developer. If utility-side make-ready costs exceed the incentive, the Developer will be responsible for covering the remainder of the utility-side make-ready costs. If the incentive exceeds utility-side make-ready costs, the remaining incentive will be applied to customer-side make-ready costs.
- d. Developers may apply to PSEG Long Island to request a waiver from the location cap on a per project basis. Approval of that waiver should consider the merit of the project, combined with whether extenuating and unavoidable cost circumstances apply.

## 6. Incentive Levels

Port Type	100% Tier	90% Tier	50% Tier
<b>DCFC Corridor</b>	<ul style="list-style-type: none"> <li>At least four simultaneously operable CCS or CHAdeMO ports can each deliver at least 150KW (when power-sharing is active, if applicable), and all four ports are either CCS or CHAdeMO, and the infrastructure is future-proofed</li> </ul>	<ul style="list-style-type: none"> <li>Simultaneously operable CCS or CHAdeMO ports are less than 150KW (when power sharing is active, if applicable)</li> <li>Proprietary ports which are matched one-for-one with either CCS or CHAdeMO ports of equal power (or higher)</li> </ul>	<ul style="list-style-type: none"> <li>Proprietary plugs which meet all other requirements, but are not matched one-for-one with either a CCS or CHAdeMO plug</li> </ul>
<b>DCFC Community</b>	<ul style="list-style-type: none"> <li>Location is within 1-mile of the geo-boundary defining a LI/EJ community, for ports based on either CCS or CHAdeMO</li> </ul>	<ul style="list-style-type: none"> <li>Location is not within 1-mile of the geo-boundary defining an LI/EJ community, for ports based on either CCS or CHAdeMO.</li> <li>Proprietary ports which are matched one-for-one with either CCS or CHAdeMO ports of equal power (or higher)</li> </ul>	<ul style="list-style-type: none"> <li>Proprietary plugs which meet all other requirements, but are not matched one-for-one with either a CCS or CHAdeMO plug</li> </ul>
<b>Level 2</b>	<ul style="list-style-type: none"> <li>Location is within the geo-boundary defining a LI/EJ community, or can be demonstrated to be sufficiently close to an LI/EJ community to directly support the needs of those residents, for ports based on J1772 plugs</li> </ul>	<ul style="list-style-type: none"> <li>For locations not within the geo-boundary defining an LI/EJ community (or nearby) but which are available exclusively for public use, for ports based on J1772 plugs</li> <li>Proprietary ports which are matched one-for-one with J1772 ports of equal power (or higher)</li> </ul>	<ul style="list-style-type: none"> <li>Proprietary plugs which meet all other requirements, but which are not matched one-for-one with a J1772 plug, or J1772 plugs which are not available for public use but are used for a more limited set of authorized users (such as workplace, non-LI/EJ multi-family, or fleet chargers)</li> </ul>

## 7. Installation Schedule Requirements

- The proposed station must have started construction after the issuance of the July 16, 2020 Order (State of New York Public Service Commission CASE 18-E-0138 – Proceeding on Motion of the Commission Regarding Electric Vehicle Supply Equipment and Infrastructure).
- Pre-approval is valid for 365 days after issuance by PSEG Long Island. If charging station is not energized by such time, PSEG Long Island pre-approval and obligations pursuant to this Application will become null and void. If Developer determines prior to such expiration date that project will not be available for energization, Developer may request a one-time extension of up to an incremental 180 days. PSEG Long Island will consider factors such as degree of work already completed, likelihood of resolution of any outstanding issues causing delay, and other related matters in determining whether such extension will be granted.

## 8. Minimum Performance Standards

- 95% up-time (annually) for Level 2 and DCFC plugs
- 99% up-time (annually) for Level 2 and DCFC stations, with a minimum of 50% of plugs available
- Station operational lifetime of at least five (5) years

## 9. Project Accessibility Requirements

- Each proposed station must be publicly accessible and accept universal forms of payment. To qualify for the 90% or 100% incentive, the proposed charging stations must be in a public parking area rather than in a private workplace or

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multiunit dwelling parking area. The parking lot may be a free parking lot or a paid municipal parking lot but must be accessible to all public customers without restriction.

- b. A proposed station situated in a private parking lot, including those in multiunit dwellings, workplace parking and private pay-to-park lots, may qualify for the reduced 50% incentive.
- c. Developer is responsible for securing and recording Site Owner easement agreements for any make-ready infrastructure prior to construction. Evidence of recording of the easements in the appropriate office of the County Clerk or Register of Deeds will be required.

## 10. Monitoring and Evaluation Follow-Up Visits

- a. The Developer agrees to cooperate with any feasibility studies, scheduled calls and/or site visits with the construction and planning teams including inspection and final site assessment upon completion of all relevant make-ready work.
- b. PSEG Long Island reserves the right to make a reasonable number of installation follow-up visits to Site Owner's Facility during the 60 months following the actual completion date noted on this application. Such visit(s) are not meant to inconvenience the Site Owner, and the Site Owner agrees to provide access within a reasonable timeframe of receiving the request for a follow up visit.

## 11. PSEG Long Island Obligations

- a. PSEG Long Island will complete the utility-side make-ready work for the site, which involves the installation of all necessary equipment up to and including the installation of appropriate meters. PSEG Long Island will deduct these costs from the overall approved incentive amount.
- b. PSEG Long Island expects to pay the incentive within sixty (60) days as lump sums after all of the following conditions are met:
  - i. Construction/renovation of the facility is completed
  - ii. Location is energized and ports are capable of charging as designed
  - iii. PSEG Long Island has verified equipment, installation costs, satisfactory installation and confirmed access to reporting data
  - iv. All documents required by the application have been received by PSEG Long Island
- c. PSEG Long Island retains ownership of all rights to utility-side make-ready infrastructure.

## 12. Developer Obligations

The Developer shall:

- a. Agree to Terms and Conditions of the Application.
- b. Determine if new service or service upgrade is necessary.
- c. Complete application and submit required documents as stated in Section F of the application form.
- d. Utilize licensed and insured contractor(s) for installation of customer-side make-ready infrastructure.
- e. Obtain approval (if needed) and complete installation of customer-side make-ready work, such as installing panels, conduits, or trenching.
- f. Energize facility within 365 days of receipt of pre-approval letter.
- g. Provide estimates of the cost of utility-side make-ready (if known) and customer-side make-ready to PSEG Long Island.
- h. Purchase and install the electric vehicle supply equipment on the project site and be responsible for operation and maintenance of the electric vehicle supply equipment and customer-side make-ready equipment.
- i. Ensure that all reporting, station availability, and access conditions are maintained pursuant to terms of the application.

## 13. Pre-Approval Letter

- a. After an application is approved by PSEG Long Island's authorized representative the Developer will receive written notification via email of the pre-approved incentive amount and the date that the customer-side make-ready work and the electric vehicle supply equipment must be fully installed to qualify for incentive payments. Any equipment installation done prior to the issuance of PSEG Long Island's written authorization will be deemed as an unauthorized installation and PSEG Long Island will have no obligation to pay the incentives.

## 14. Proof of Payment

- a. Developer must provide copies of all invoices (including itemization of all materials, labor, and equipment discounts) reflecting the costs of purchasing and installing the customer-side make-ready infrastructure. PSEG Long Island may require invoices from Developer's contractor to determine the price paid by the contractor. PSEG Long Island may refuse to pay incentives if the invoices do not clearly identify costs that are eligible and ineligible for make-ready incentives.
- b. PSEG Long Island may require copies of the construction specifications provided to the construction/installation contractors for certain Projects. PSEG Long Island may refuse to pay incentives if the specifications do not

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adequately provide for installation of the customer-side make-ready infrastructure consistent with good engineering design practices. Developer will, upon request by PSEG Long Island, provide a copy of the as-built drawings and equipment submittals for the facility.

- c. The benefits conferred upon the Developer through participation in this program may be taxable by the federal, state, and local government. The Developer is responsible for declaring any benefits and paying any associated taxes.

## 15. Reporting

- a. As part of the operation of equipment, the Developer shall provide all data requested to PSEG Long Island on a regular basis.
- b. For networked stations, the Developer shall set up access to usage data through the network provider, either by providing PSEG Long Island with limited administrative access to the network data (preferred) or by establishing regular recurring data transfers to PSEG Long Island for the duration of the five (5) years.
- c. For non-networked stations, the Developer shall provide reporting establishing regular recurring data transfers to PSEG Long Island for the duration of five (5) years.
- d. Data provided to PSEG Long Island will also be made available to the Long Island Power Authority and the New York Public Service Commission on an ongoing basis. A regular reporting cadence will be established for sending this data to PSEG Long Island.
- e. Data includes:
  - i. Station Billing Information
    1. 15-minute interval data
    2. Load profiles for the stations on the top 10 demand days of the year
    3. Utility bills for each station
  - ii. Station Financial Information
    1. The fee structure for the station
    2. The total charging revenues for the station for the year
    3. The operating costs (maintenance and energy costs) for the year
  - iii. Plug and Charging Session Data
    1. Daily number of charging sessions for the year
    2. Start and stop times of each charging session
  - iv. Charge time for each vehicle during each charging session
    1. Peak KW per charging session
    2. Total kWh discharged per charging session
    3. Plug outage information (when outages occur)
  - v. All customer complaints must be reported to PSEG Long Island. These complaints will be used to inform the ongoing improvement of the Make-Ready Program and will not be made public.

## 16. Station Ownership

- a. If the ownership of the station changes during the five-year operational lifetime, the Developer must notify PSEG Long Island of the change and contact information for the successor station owner. All obligations of the Application terms and conditions will be transferred to the successor station owner.

## 17. Termination

- a. PSEG Long Island may, in its sole discretion, at any time and without notice, terminate if the Developer fails to comply with the terms and conditions of this Application.
- b. PSEG Long Island shall at all times have the right, without prejudice, to terminate the Application, in whole or in part, for its convenience by giving written notice to Developer. The written notice shall state the extent and effective date of the termination.
- c. If PSEG Long Island terminates this Agreement or the Developer terminates the Application before the end of the Initial Term, the Developer shall be solely responsible for reimbursing PSEG Long Island for the straight-line depreciated (over 10 years) installation costs for the make-ready infrastructure.

## 18. Confidentiality

- a. PSEG Long Island, and its agents will exchange data related to your identity solely for the purposes of fulfilling their obligations under the Program; and to summarize the results of the Program in publicly-available studies, provided that any data included in such studies will be anonymized such that you are not individually identifiable.

## 19. Limitation of Liability and Indemnification

- a. PSEG Long Island's liability is limited to payment of the approved incentives for the purchase and installation of equipment associated with preparing a site to install EV chargers within LIPA's Service Area in accordance with this Application.
- b. NEITHER PSEG LONG ISLAND, NOR ITS AFFILIATES, SUBSIDIARIES, MANAGERS, EMPLOYEES, CONSULTANTS, AGENTS AND CONTRACTORS ("PSEG LONG ISLAND PARTIES") SHALL BE LIABLE TO THE DEVELOPER, SITE OWNER, OR CUSTOMER FOR ANY CLAIMS OR SUITS OF ANY KIND (WHETHER BASED UPON CONTRACT, TORT, INCLUDING NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR



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ANY LOSSES, DAMAGES, COST OR EXPENSES OF ANY KIND ARISING OUT OF, OR CAUSED BY ANY ACTIVITIES ASSOCIATED WITH THIS APPLICATION OR THE PROGRAM. PSEG LONG ISLAND AND PSEG LONG ISLAND PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES, DAMAGES, COSTS OR EXPENSES.

- c. The Developer shall defend, protect, indemnify, and hold harmless PSEG Long Island, and the PSEG Long Island Parties including all successor agents and employees from and against all claims, liens, lien claims, suits, proceedings, liabilities, losses, damages, judgments, penalties, injuries, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or assessed against PSEG Long Island, and the PSEG Long Island Parties resulting from, arising out of, or relating to the Program and this Application.

## 20. No Warranties

- a. PSEG Long Island does not endorse, guarantee, or warrant any particular manufacturer or product, and PSEG Long Island provides no warranties, expressed or implied, for any products or services.
- b. The Developer acknowledges that neither PSEG Long Island nor any of the PSEG Long Island Parties are responsible for assuring that the design, engineering, and construction of Developer's Project or that the installation of the electric vehicle supply equipment is proper or complies with any particular laws (including patent laws), codes, or industry standards. PSEG Long Island does not make any representations of any kind regarding the adequacy or safety of make-ready infrastructure.

## 21. Removal of Equipment

- a. The Developer agrees, as a condition of participation in the Program, to remove and dispose of all equipment in accordance with all laws, rules, and regulations should they be removed at any time during or following the five-year in-service term. The Developer agrees to pay the cost to remove the customer-side make-ready should they be removed.

## 22. Changes in the Program

- a. PSEG Long Island may change the program and the Terms and Conditions at any time without notice. PSEG Long Island, however, will process pre-approved applications, to completion under the Application Terms and Conditions in effect at the time of the pre-approval.
- b. PSEG Long Island reserves the right, for any reason, to stop pre-approving program applications at any time without notice. In particular, PSEG Long Island is not obligated to pre-approve any application for an incentive that may result in PSEG Long Island exceeding its program budget.
- c. The Program described in the Application may be altered, suspended, or canceled by PSEG Long Island at any time without prior notice. Under such circumstances, the Developer is not entitled to any Program benefits in excess of those approved prior to such action by PSEG Long Island. Submission of a completed application does not entitle the Developer to program participation. Entitlement to Program participation can only occur after PSEG Long Island has signed a copy of the application and granted pre-approval.

## 23. Miscellaneous

- a. By providing a telephone number and email address you are giving consent to be contacted at that number/email.
- b. These Application Terms and Conditions and program requirements outline the conditions under which PSEG Long Island will pay incentives. These Application Terms and Conditions are subject to change at PSEG Long Island's discretion without prior notice.
- c. If any provision of the Application Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms.
- d. The Developer's acceptance of final payment releases PSEG Long Island from all claims and liabilities to the Developer, and its representatives or assigns.

## APPLICANT CERTIFICATION

The Undersigned agrees to the Application Terms and Conditions of the PSEG Long Island Electric Vehicle Make-Ready Program. The Undersigned confirms that the information supplied herein is accurate. Applicant recognizes that any PSEG Long Island decision to award incentives in this program will be based on the information supplied in this application and additional information that PSEG Long Island may request. The Applicant agrees to provide data and other information in a timely manner both as requested as well as for reporting required by the New York State Public Service Commission, including but not limited to: energy usage data including kWh dispensed, charging session start and stop times, peak KW per charging station, amount of time each vehicle is plugged in, amount of time each vehicle is actually charging, usage fees, and technologies used to manage demand.



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Print Name

Signature

Date