

In 2022 New York State (State) enacted a law requiring that school bus fleets be fully comprised of zero-emission school buses by 2035 to achieve the State public purpose of mitigating climate change, reducing pollution and producing cleaner air for children and communities. NYSEDA has established the New York School Bus Incentive Program (NYSBIP) to achieve these State public purposes and assist school districts in complying with this State mandate. NYSEDA is an incentive program that provides grants to a school district or group of school districts to offset all or a portion of the purchase price of new or repowered electric school bus(es) (Bus(es)) and associated charging infrastructure (Charging Infrastructure) to be used to service the students of those school districts. In the case where a school district contracts with a third-party operator to provide school bus services, the grant to the school district may be applied to make a one-time payment for a portion of the purchase price of Bus(es) and/or associated Charging Infrastructure that are purchased by the operator and will serve the students of that school district pursuant to the agreement between the school district and the operator and this Addendum.

To assure that the payment is used directly for the purchase price of Bus(es) or the cost of associated Charging Infrastructure (i) grant proceeds for the cost of Bus(es) will be paid by NYSEDA pursuant to the NYSEDA directly to the eligible bus dealer (Dealer) identified by a school district or by a school bus operator with whom the school district has contracted to provide school bus services and (ii) grant proceeds for associated Charging Infrastructure will be paid by NYSEDA pursuant to the NYSEDA directly to the owner of the Charging Infrastructure. Generally, the payment will be an amount up to (i) in the case of Bus(es), the difference in cost between the purchase price of the Bus(es) and the purchase price of an internal combustion engine (ICE)-powered bus(es) (e.g., gasoline or diesel-powered) and (ii) in the case of associated Charging Infrastructure, the cost of the Charging Infrastructure. In certain cases, the payment may be up to the full cost of the Bus(es) and the associated Charging Infrastructure.

Payment of vouchers provided under the NYSEDA is expected to be financed through the issuance by the State of its General Obligation Bonds pursuant to the 2022 Clean Water, Clean Air, and Green Jobs Environmental Bond Act (Bond Act). State law requires that the proceeds of State General Obligation Bonds be used solely for capital purposes – such proceeds may not be used for operating expenses. Purchase of the Bus(es) and associated Charging Infrastructure is a capital purpose. No portion of the voucher payment may be used for maintenance or other operating expenses associated with the Bus(es) or Charging Infrastructure.

Certain school districts do not purchase and own school buses to service the students in their districts but instead have entered into contracts with school bus operators pursuant to which the school bus operators agree to provide services to the students within the district (School Bus Agreement). Voucher payments under the NYSEDA are available to pay all or a portion of the purchase price of the Bus(es) and associated Charging Infrastructure to be used to provide the services contracted for under the School Bus Agreement upon execution of this Addendum.

In connection with the NYSBIP, the School Bus Operator identified below (Contractor) and the School District identified below (School District) hereby agree as follows:

1. The Contractor and the School District have entered into a School Bus Agreement, executed on the date set forth below and expiring on the date set forth below, under which the Contractor agrees to provide transportation services to the School District. The School District hereby directs, and the Contractor hereby agrees, that the Bus(es) and Charging Infrastructure identified in the table below shall be acquired by the Contractor to be used to provide services to the School District under the School Bus Agreement. The School District hereby agrees to pay the incremental cost of the Bus(es) identified in the table below over the cost of ICE-powered bus(es) and/or the cost of associated Charging Infrastructure. The payment shall be made by NYSERDA in the amount(s) set forth in the tables below in the manner prescribed by the NYSBIP rules. Such payment shall only be made to the extent of funds provided by NYSERDA as described herein and the School District shall have no obligation to make payments from any other source. The School District hereby directs NYSERDA to pay the amount(s) identified in the tables below towards the acquisition of the Bus(es) and/or the cost of associated Charging Infrastructure. NYSERDA has approved a voucher award of such amount(s) for such purpose, which, in the case of the Bus(es), shall be paid as a one-time payment directly to the Dealer on behalf of the School District in support of the Contractor's purchase and, in the case of Charging Infrastructure, shall be paid as a one-time payment directly to the Contractor on behalf of the School District in support of the purchase of the Charging Infrastructure by the Contractor. If the Contractor is a party to several School Bus Agreements, the Contractor may use Bus(es) purchased with NYSBIP voucher payments and associated Charging Infrastructure to service any school district with which it maintains School Bus Agreements, and the grant will be deemed to have been made to such group of School Districts.
2. The Contractor has purchased [has contracted to purchase] the Bus(es) from the Dealer identified below to be used in accordance with the terms of the School Bus Agreement [and other school bus agreements with other school districts set forth below]. The Contractor has also purchased [has contracted to purchase] Charging Infrastructure, listed below, to charge the Bus(es). The Contractor and the School District agree that the award shall only be used for the capital purpose of the cost of the Bus(es) and associated Charging Infrastructure and shall not be used for operating expenses. The Contractor and the School District direct that such voucher payment be made by NYSERDA as described above.

THIRD PARTY OPERATOR ADDENDUM - SCHOOL BUS AGREEMENT
 New York School Bus Incentive Program (NYSBIP)



Bus(es)

VIN	Make	Model	Year	Total Bus Price	NYSBIP Funding Amount
				Total:	

Charging Infrastructure

Serial Number	Charging Infrastructure Manufacturer	Model	Year	Total Price	NYSBIP Funding Amount
				Total:	

3. The Contractor hereby agrees to own and operate the Bus(es) and Charging Infrastructure in service of the School District or successor school districts as described below and in paragraph 5 below, for no less than five (5) years from the date of execution of this Addendum. If, within five (5) years of the execution of this Addendum, the School Bus Agreement either (i) expires and no new School Bus Agreement with the School District is entered into, or (ii) is terminated, the Contractor hereby agrees to use the Bus(es) and Charging Infrastructure in service of another school district in New York State (a “successor school district”) for the remainder of the five (5) year period. The Contractor shall promptly notify NYSEDA of the termination or expiration without renewal or extension of the School Bus Agreement and any and all changes to the School Bus Agreement relevant to the use of the Bus(es). It is a condition to the use by Contractor of the Bus(es) and Charging Infrastructure for a successor school district, that such successor school district shall execute an Addendum substantially similar to this Addendum with such changes as have been approved by NYSEDA and that a copy of such Addendum be provided to NYSEDA. If any Bus(es) or Charging Infrastructure shall cease to be operational within such five (5) year period, the Contractor shall promptly notify NYSEDA.
4. The Contractor hereby agrees to operate the Bus(es) for the NYSBIP minimum mileage requirements of 5,000 miles per year during each year of the five (5) year period.

5. The Contractor hereby agrees to operate the Bus(es) for the purposes of the School District or successor school districts pursuant to the School Bus Agreement. This primarily includes:
 - (a) The transportation of students, teachers and other persons acting in a supervisory capacity to and from school on behalf of the School District
 - (b) The transportation of students, teachers and other persons acting in a supervisory capacity to and from extra-curricular activities, sporting events, field trips, and similar activities on behalf of the School District.

Use of Bus(es) for other purposes is limited to incidental use and may not result in more than an incidental private benefit to the Contractor; consequently, the mileage driven for any use other than as described in clauses (a) and (b) above in any year may not exceed 5% of the miles driven by the Bus(es) in such year of the five (5)-year period. In addition, each such other use must be approved by NYSEDA and NYSEDA reserves the right to limit any other use to ensure not more than an incidental private benefit to the Contractor.

The associated Charging Infrastructure shall only be used to charge buses used to service the School District and any other school district with which the Contractor has a School Bus Agreement.

6. The Contractor and the School District each hereby agrees to comply with all terms and conditions of the NYSEDA Implementation Manual as part of the receipt of funds.
7. The Contractor and the School District acknowledge that failure to adhere to the terms of this Agreement, including use for only authorized purposes, may result in NYSEDA requiring that Contractor repay to NYSEDA some or all of the funding issued through the NYSEDA.
8. The Contractor hereby agrees to install NYSEDA-purchased third-party telematics devices on the Bus(es) and allow ongoing data access to NYSEDA administrators/ subcontractors throughout the data collection period lasting five (5) years from the date of vehicle delivery. Data collected will include odometer readings, fuel/energy usage, vehicle location, and other related parameters that will be used to assess NYSEDA impacts on air quality and pollution. The Contractor hereby agrees to ensure the continued functioning of such devices to enable uninterrupted data collection for the full duration of this period. The Contractor hereby agrees to submit Vehicle Usage Reports (which will include information on operations and maintenance issues that cannot be gathered through telematics devices) to NYSEDA for a minimum of five (5) consecutive years after Voucher Redemption. If the Contractor is not able to install NYSEDA purchased third-party telematics devices on the Bus(es), NYSEDA may, at its sole discretion, agree to allow the Contractor to provide data that would otherwise be provided through the telematics via other means no less frequently than semi-annually. The Contractor hereby agrees

to provide NYSERDA with copies of its bi-annual vehicle inspection report from New York State Department of Transportation for at least five (5) years.

9. The Contractor is responsible for providing proper documentation for purposes of Voucher Redemption to the Dealer from whom it is purchasing the Bus(es). If it does not provide the documentation required for Voucher Redemption, NYSERDA will not make a payment on the voucher. This documentation shall include all documentation required by the NYSBIP, including a purchase order, photographs of each vehicle with State license plates, domicile location, and a copy of a current School Bus Agreement with the School District (and, if applicable, other school districts) or, in absence of a current School Bus Agreement, an award letter from a State school district.
10. The Contractor acknowledges that the representations and agreements contained herein are being relied upon by NYSERDA, the State and the School District and any successor school district. NYSERDA and the State are intended third party beneficiaries of this Addendum. To the extent that the terms of this Addendum are contrary to or inconsistent with the School Bus Agreement, the terms of this Addendum shall govern. This Addendum shall be governed by the laws of the State.

THIRD PARTY OPERATOR ADDENDUM - SCHOOL BUS AGREEMENT
New York School Bus Incentive Program (NYSBIP)



**School Bus
Incentive Program**

IN WITNESS WHEREOF, the Contractor and the School District have hereunto executed this Addendum on the date set forth below.

Contractor

Business Name of Vehicle Purchaser: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Name of Bus Dealer: _____

Date of Execution of Addendum: _____

[If applicable: Contractor to list other School Districts and School Bus Agreements to be serviced with the same Bus(es)]

School District

School District Name: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date of execution of School Bus Agreement: _____

Date of expiration of School Bus Agreement: _____

Date of Contract Award to Contractor (if no current School Bus Agreement): _____

Date of Execution of Addendum: _____