

PURCHASER PARTICIPATION AGREEMENT

New York School Bus Incentive Program (NYSBIP)



School Bus
Incentive Program

I, the Purchaser, hereby acknowledge that I have read and agree to be bound by the terms and conditions in the New York School Bus Incentive Program (“NYSBIP”) Implementation Manual (“Manual”) which are incorporated herein and made a part hereof by reference, in addition to the terms set forth below. In the case of a vehicle purchase, an authorized representative of the fleet signs this document and is considered the Purchaser.

1. I certify that I meet the requirements to be a Purchaser as defined in the Implementation Manual.
2. I further understand that fleets sharing a common Taxpayer Identification Number (TIN) are considered a single Purchaser even if they are part of different subsidiaries, divisions, or other organizational structures of a company or other entity. NYSERDA or its designee may seek financial reimbursement, impose disciplinary action, or pursue other available remedies in the event of non-disclosure or inaccurate disclosure of Purchaser TIN, or other information relating to common ownership or fiduciary control of the Purchaser or other information which might disqualify the Purchaser from participating in NYSBIP.
3. I understand that vehicles for which I am seeking NYSBIP incentives must be registered with the New York State Department of Motor Vehicles (DMV) with a Combined Gross Vehicle Weight Rating (GVWR) of Class 3-8 for battery electric vehicles (BEVs) and hydrogen fuel cell electric vehicles (FCEVs). **The vehicle registration must have both a mailing address and a domicile address in New York State.**
4. I acknowledge and agree that NYSERDA or its designee may verify the vehicle registration with the DMV.
5. I agree to maintain vehicle insurance as required by law. If the vehicle is destroyed or otherwise permanently inoperable, I agree to notify the NYSBIP Voucher Help Center (VHC) in writing (NYSBIP@energycenter.org) within two (2) weeks after the vehicle becomes inoperable. Along with the written notification, I agree to provide proof of such inoperability, including photographs of the vehicle with license plates or other identifying markings, as well as any applicable insurance or police documentation. NYSERDA or the VHC may request additional documentation to confirm inoperability.
6. I agree to allow NYSERDA to share my address, contact information, and vehicle model purchased with other state agencies for environmental benefit tracking and modeling and with the electric distribution utility serving the primary location in New York State where the vehicle will be domiciled for the purpose of informing its system planning efforts. I understand that this utility may send me information about programs that it offers to customers that are designed specifically for battery electric vehicle owners.
7. I agree not to modify the vehicle’s emission control system, engine, engine hardware, software calibrations, or electric drive system for a period of not less than five (5) years (this does not apply to fuel-fired heaters, which are allowed for use in BEVs).
8. I agree to adhere to the in-service and mileage requirements for the ESB and scrapped bus, if applicable. See table below.

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Mileage requirement for new ESB	In-service requirement for new ESB	Mileage requirement for scrapped bus(es)	In-service requirement for scrapped bus(es)
5,000 miles per year for 5 years	Must be registered and part of the active fleet for 5 years	Achieve greater than or equal to 2,500 miles of service in the last year	Must be actively registered at time of scrap event for 24 of the previous 27 months

9. If I will be operating the bus on behalf of a School District as a Third-party Operator, I agree to incorporate the Third-party Operator Addendum into my contract with any School District for which buses purchased with support of the NYSBIP will be used.
10. I agree to retain ownership of the vehicle for at least five (5) years from the date of purchase, unless given explicit prior written approval from NYSERDA to sell the vehicle. If I sell or retire the vehicle before the required minimum five years (sixty months), I agree that I will be subject to a prorated reimbursement penalty (also known as recapture) of 1.667% per month. For example, a vehicle sold or retired after 30 months would have 30 months remaining. The early sale penalty would be 50% (i.e., 30/60) of the original incentive amount. I understand that this early sale penalty must be reimbursed to NYSERDA within 60 days of the resale or retirement of the vehicle, and that I am responsible for this obligation whether or not a lessee operates the vehicle for any relevant portion of time.
11. I agree that the purpose of the vehicle, during the 5-year period of ownership, shall be for the transportation of students, teachers and other persons acting in a supervisory capacity to and from school, extra-curricular activities, sporting events, field trips, and similar activities on behalf of a New York State School District. I agree to not use the vehicle for any other purpose and that any other use of the vehicle will be incidental usage. I agree to request approval from NYSERDA, by contacting the VHC, before any such incidental use. I understand that NYSERDA may limit any other use to ensure not more than an incidental private benefit to the Purchaser or any other party. I understand and agree that the vehicle's mileage driven for incidental usage in any year of the 5-year in-service period shall not exceed 5% of the miles driven by the vehicle in such year.
12. I understand that I must remain in compliance with all applicable federal, state, and local vehicle and air quality rules and regulations.
13. I acknowledge and agree that neither NYSERDA, nor any of its consultants, is responsible for assuring that the vehicle is appropriately suited to meet the particular needs of the Purchaser/Vehicle Operator or complies with any particular laws, codes, or industry standards. I understand and acknowledge that NYSERDA has made no representations of any kind regarding the results to be achieved by the NYSBIP.
14. I agree that the purchased vehicle and the associated emission reductions shall not be used as marketable emission reduction credits or to offset any emission reduction obligation of any person or entity.

Some rules may vary for Repowered Vehicles, as detailed in the Implementation Manual section on Repowered Vehicles. Vehicles with internal combustion engines that are eligible for

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scrappage must be owned by the Purchaser (all NYS requirements including but not limited to title transfer and applicable sales tax must be satisfied) and must have been registered in NY for 24 of the previous 27 months prior to the date of the initial Voucher Application. After the vehicle is delivered to the Purchaser, the Purchaser has 21 days to complete the scrappage. I understand and acknowledge that the Purchaser may be responsible to the Dealer for the value of the voucher if the Purchaser fails to complete the scrappage requirement within this 21-day period. If scrapping an internal combustion engine bus, it must have its chassis disabled by cutting the vehicle's frame rails completely in half and a 3-inch hole drilled in the engine block.

15. If applicable, I agree to perform scrappage of eligible internal combustion engines or vehicles through a Participating Vehicle Dismantler. A full list of participating scrap facilities located throughout New York State is listed on the NYSBIP website.
16. I agree to install NYSEDA-purchased third-party telematics devices on voucher-funded vehicles and to allow ongoing data access to NYSBIP administrators/ subcontractors throughout the data collection period lasting five 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 NYSBIP impacts on air quality and pollution. I furthermore agree to ensure the continued functioning of such devices to enable uninterrupted data collection for the full duration of this period. I also agree to submit Vehicle Usage Reports (which will include information on operations and maintenance issues that cannot be gathered through telematics devices) for a minimum of five (5) consecutive years from the date of vehicle delivery. If I am not able to install NYSEDA-purchased third-party telematics devices on voucher-funded vehicles, NYSEDA may, at its sole discretion, agree to allow me to provide data that would otherwise be provided through the telematics via other means no less frequently than semi-annually.
17. I acknowledge and agree that I am responsible for providing proper documentation for purposes of Voucher Redemption to the Dealer from whom I am purchasing the vehicle that is the subject of this Agreement. If I do not provide the documentation required for Voucher Redemption, NYSEDA will not make a payment on the voucher. Purchasers should be mindful of this when they execute a purchase agreement with the Dealer and should ensure their ability to obtain required documentation.
18. I agree to collaborate with NYSEDA's Director of Communications at least 10 business days in advance, to prepare any press release and to plan for any news conference concerning work related to NYSBIP, if any. I agree to notify NYSEDA's Director of Communications regarding any media interview in which work related to NYSBIP, including vehicles for which the purchase was facilitated using vouchers, is referred to or discussed. I as the Purchaser/Operator agree that I will not use NYSEDA's corporate name, logo, identity, any affiliation, or any related logo, without NYSEDA's prior written consent.
19. I agree that NYSEDA or its designee may inspect the vehicle for NYSBIP compliance, and I agree to make such vehicle available for inspection. I further understand that NYSEDA or its designee may perform an inspection without prior notice.
20. I, the Purchaser, shall protect, indemnify and hold harmless NYSEDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSEDA or the State of New York resulting from,

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arising out of or relating to Purchaser's/Operator's participation in NYSBIP including, without limitation, Purchaser's purchase of vehicles/ Operator's operation of vehicles in association therewith. The obligations of Purchaser under this paragraph shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration of required insurance coverage.

21. I certify that I am authorized to make legally binding commitments on behalf of the entity identified below as the Purchaser for this agreement, and I understand that my signature below commits my organization to the terms of this Participation Agreement. I acknowledge and agree that the information provided in the Voucher Application and all supporting documentation is true and accurate and meets the minimum requirements of the NYSBIP.

22. TERMINATION

I understand that a Purchaser may be terminated from NYSBIP for reasons including, but not limited to, if they:

- Submit falsified documents or unauthorized signatures to NYSBIP.
- Are in violation of NYSBIP rules or this Purchaser Participation Agreement.
- Commit illegal actions, or has principal who commits illegal actions, while participating in NYSBIP.

I understand that upon termination I will be subject to a prorated reimbursement penalty of 1.667% per month for every month remaining in the 5 year (60 month) data collection period.

I further understand that Purchasers in terminated status are prohibited from participation in this or other NYSERDA programs, and that NYSERDA may, if appropriate, notify the New York State Attorney General, the New York State Department of Labor, the Better Business Bureau, or others, of the decision to terminate the Purchaser/Vehicle Operator from NYSBIP. I understand that nothing in this process relieves me as the Purchaser of the responsibility to fulfill any remaining obligation to NYSBIP or its customers as specified by NYSERDA.

Business Name of Purchaser: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

PLEASE SEND THIS SIGNED DOCUMENT TO THE DEALER FROM WHICH YOU ARE PURCHASING YOUR VEHICLE(S).

If you have any questions, contact:

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NYSBIP Voucher Help Center

c/o Center for Sustainable Energy

Email: NYSBIP@energycenter.org

Phone: 866-595-7917