

# **New York State Electric Vehicle – Voucher Incentive Fund**

## **Vehicle Purchaser Terms and Conditions For Vehicle Purchaser or Leased Vehicle Operator**

I hereby acknowledge that I have read and agree to be bound by the terms and conditions in the New York State Electric Vehicle – Voucher Incentive Fund (“NYSEV-VIF” or “Program”) Implementation Manual (“Manual”) and agree to meet and follow the requirements and responsibilities for Vehicle Purchaser participation as identified herein and as set forth below.

- 1 I certify that I meet the requirements to be a Vehicle Purchaser as defined in the Manual.
- 2 I understand that no Vehicle Purchaser may receive more than 25 percent of the total available funds under the Program.
- 3 I further understand that eligible fleets sharing a common Taxpayer Identification Number (TIN) are considered a single Vehicle Purchaser even if they are part of different subsidiaries, divisions, or other organizational structures of a company, government agency, or other entity. NYSERDA or its designee may seek financial reimbursement or other available remedies from a Vehicle Purchaser for non-disclosure or inaccurate disclosure of its TIN, ID#, or other information relating to common ownership or fiduciary control of the purchasing entity.
- 4 I agree to register the new eligible vehicle in an eligible New York county with the Department of Motor Vehicles (DMV) with a Combined Gross Vehicle Weight Rating (GVWR) of Class 3 to Class 8.
- 5 I agree to allow NYSERDA or its designee to verify the vehicle registration with the DMV.
- 6 I agree to maintain vehicle insurance as required by law. If the vehicle is destroyed or otherwise permanently inoperable, I agree to notify the Program’s Voucher Processing Center (VPC) in writing within two 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.
- 7 I agree to never modify the vehicle’s emission control system, engine, engine hardware, software calibrations, or electric drive system. This includes prohibiting the installation of a fuel fired heater.
- 8 I agree to own or lease and operate the vehicle in one of the eligible counties in New York (See Section 9.0 of the Manual) for at least 80 percent of the vehicle’s operating time and for a minimum of three years from the date of purchase unless: 1) the vehicle is an emergency response vehicle, which may be deployed out of state, or 2) the vehicle address identified in the Vehicle Request Form is in a county that borders another state. In these two cases only, the vehicle may operate outside of New York for up to 25 percent of its mileage only if a written request is included with the Voucher Request Form and approved by the VPC.
- 9 I agree that if the vehicle is part of a lease or rental agreement, that the agreement shall be no less than six years and I agree to operate the vehicle in one of the eligible counties in New York (See Section 9.0 of the Manual) for at least 80 percent of the time and for a period of no less than six years.
- 10 If I own the vehicle, I agree to retain ownership of the vehicle for at least three years from the date of purchase, unless given explicit prior written approval from NYSERDA to sell the

vehicle. If the vehicle is part of a lease or rental agreement, I agree to maintain such agreement for six years.

- 11 I agree to keep written records of the vehicle purchase for three years after the purchase date, or six years from date of lease, and provide NYSERDA or its designee with these records within ten days of their request. These records include but are not limited to the vehicle invoice, proof of purchase, DMV records, vehicle payment information and related bank records, and Vehicle Purchaser fleet information.
- 12 I understand that I must be in compliance and remain in compliance with all applicable federal, state, and local air quality rules and regulations.
- 13 I acknowledge that NYSERDA, nor any of its consultants, are responsible for assuring that the vehicle is proper for the Vehicle Purchaser or complies with any particular laws, codes, or industry standards. I acknowledge that NYSERDA has made no representations of any kind regarding the results to be achieved by Program.
- 14 I agree that the purchased or leased 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.
- 15 I agree to return semi-annual usage surveys for three years from date of purchase as requested by NYSERDA. I understand that failure to provide accurate and timely surveys may bar me from future participation in the Program and may require the Vehicle Purchaser to repay the incentive funds to NYSERDA.
- 16 I agree to be available for a follow-up inspection by NYSERDA or its designee, if requested.
- 17 I shall protect, indemnify and hold harmless NYSERDA 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 NYSERDA or the State of New York resulting from, arising out of or relating to Vehicle Purchaser's participation in the Program including, without limitation, Vehicle Purchaser's purchase of vehicles in association therewith;
- 18 The information provided in this application is true and all supporting documentation is true and accurate and meets the minimum requirements of the Program; and
- 19 I have the legal authority to apply for incentive funding for the purchasing entity described in this application and commit the purchasing entity to the obligations herein.

Vehicle Purchaser: \_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE RETURN SIGNED DOCUMENTS TO THE VOUCHER PROCESSING CENTER:**

**NYT-VIP Voucher Processing Center  
c/o CALSTART  
68 Jay Street, Suite 201  
Brooklyn, NY 11201  
Toll Free Hotline: (855) MY-NYT-VIP or (855) 696-9884  
Email: [info@MYNYT-VIP.com](mailto:info@MYNYT-VIP.com)**