

New York Truck Voucher Incentive Program (NYTVIP)

Vehicle/Equipment Purchaser Participation Agreement

I, the Vehicle/Equipment Purchaser, hereby acknowledge that I have read and agree to be bound by the terms and conditions in the New York Truck Voucher Incentive Program (“NYTVIP” or “Program”) Implementation Manual (“Manual”) which are incorporated herein and made a part hereof by reference, in addition to the terms set forth below.

1. I certify that I meet the requirements to be a Vehicle/Equipment Purchaser as defined in the Implementation Manual. I am purchasing the Vehicle/Equipment to use for its intended purpose or to lease or rent the Vehicle/Equipment to another party that will use it for its intended purpose.
2. I understand that as the Vehicle/Equipment Purchaser, I cannot receive more in incentives than Funding Caps and Voucher Caps listed in the Implementation Manual under the applicable section: Non-Road Equipment, Class 3-8 Zero Emission Vehicles, and Transit Buses.
3. I further understand that entities sharing a common Taxpayer Identification Number (TIN) shall be considered a single Vehicle/Equipment Purchaser. This shall apply regardless of the corporate or organizational structure of the purchasing 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 Vehicle/Equipment Purchaser TIN, or other information relating to common ownership or fiduciary control of the Vehicle/Equipment Purchaser or other information which might disqualify the Vehicle/Equipment Purchaser from participating in the Program.
4. I understand if I am seeking NYTVIP incentives for the purchase of a Class 3-8 Zero Emission Vehicle or a Transit Buses, I must register each with the New York State Department of Motor Vehicles (DMV). **The Vehicle registration must have both a mailing address and a domicile address in New York State.**
5. I acknowledge and agree that NYSERDA or its designee may verify the Vehicle registration with the DMV.
6. I agree to maintain Vehicle/Equipment insurance as required by law. This includes coverage under the U.S. Longshore and Harbor Workers’ Compensation Act and/or Jones Act policy if the agreement involves work on or near a shoreline, as applicable. If the Vehicle/Equipment is destroyed or otherwise rendered permanently inoperable, I agree to notify the Program’s Voucher Help Center (VHC) in writing (NYTVIP@energycenter.org) within two (2) weeks after the Vehicle/Equipment becomes inoperable. Along with the written notification, I agree to provide proof of such inoperability, including photographs of the Vehicle/Equipment 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.
7. I agree to allow NYSERDA to share my address, contact information, and Vehicle/Equipment model purchased with the electric distribution utility serving the primary location in New York State where the Vehicle/Equipment 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/Equipment owners.

8. I agree not to modify the Vehicle/Equipment's emission control system, engine, engine hardware, software calibrations, or electric drive system for the duration of the required NYTVIP monitoring and reporting period. This does not apply to the installation of fuel-fired heaters designed for use in battery electric vehicles (BEVs).
9. I agree to operate the Vehicle/Equipment in New York State for at least 80 percent of the Vehicle/Equipment's operating time for the duration of the NYTVIP monitoring and reporting period. However, if the Vehicle/Equipment 1) is emergency response Vehicle/Equipment or 2) has a Voucher Application address in a county that borders another state, then I agree to operate the Vehicle/Equipment in New York State for at least 75 percent of the Vehicle/Equipment's operating time for the duration of the NYTVIP monitoring and reporting period. If I am purchasing the Vehicle/Equipment to lease to a third party to operate, I agree to require said operator to adhere to the in-state operational requirements of this paragraph on my behalf. A written request to operate the Vehicle/Equipment outside of New York State must be included with the Voucher Application and approved by NYSERDA or the VHC.
10. I agree to satisfy minimum mileage requirements, applicable to the Vehicle/Equipment purchased, during the NYTVIP monitoring and reporting period according to the table below. If I am purchasing the Vehicle/Equipment to lease to a third party to operate, I agree to require said operator to adhere to the minimum mileage requirements of this paragraph on my behalf.

Vehicle/Equipment Type	Annual Mileage and Term Requirements for New Vehicle/Equipment
Class 3-8 Zero Emission Vehicles	≥5,000 miles annually during the three-year operating and reporting period.
Non-Road Equipment	≥650 usage hours annually during the five-year operating and reporting period.
Transit Buses	≥15,000 miles annually during the five-year operating and reporting period.

11. I agree to maintain the Vehicle/Equipment's domicile address, and that it will remain the same for the required NYTVIP operating and reporting period described in the NYTVIP Implementation Manual. The only exception is for Primary Work Sites for Non-Road Equipment, see Section 3.3 in the Implementation Manual. I agree to contact NYTVIP@energycenter.org for a formal request to NYSERDA if I must move the Vehicle/Equipment domicile location or primary work site. NYSERDA's approval is not guaranteed; requests will be evaluated on a case-by-case basis. I agree that if I move the Vehicle/Equipment domicile **without** NYSERDA approval I shall be liable to NYSERDA for an amount equal to any Voucher bonus received as a result of the Vehicle domicile address at the time of application. If I am purchasing the Vehicle/Equipment to lease to a third party to operate, I agree to require said operator to adhere to the domicile requirements of this paragraph on my behalf.
12. I agree that, if I am purchasing the Vehicle/Equipment to lease or rent to a third party to operate, and I am not a Charging as a Service (CaaS) Provider as defined in the Implementation Manual, then term of the lease or rental agreement shall be no less than three (3) years.
13. If I am purchasing the Vehicle/Equipment to lease or rent to a third party to operate, I

agree to incorporate the terms of this agreement into the lease or rental agreement. I agree to attach the Vehicle/Equipment Operator Addendum to any lease or rental agreement I sign for this Vehicle. I agree that the lease or rental agreement shall reflect the full NYSERDA voucher incentive amount reduction of the monthly payments or overall lease price. I agree to provide NYSERDA with a copy of the lease or rental agreement at voucher application submission and voucher redemption.

14. I agree to retain ownership of the Vehicle/Equipment for at least the required operating and reporting period from the date of purchase, unless given explicit prior written approval from NYSERDA to sell the Vehicle/Equipment. All requests shall be sent to NYTVIP@energycenter.org, or as indicated on the NYTVIP website at the time of request, and to the NYSERDA Project Managers listed in the Implementation Manual. I agree that if I sell or retire the Vehicle/Equipment before the required minimum monitoring and reporting period, I shall be liable to NYSERDA for a prorated reimbursement penalty of 2.77% or 1.667% per month of the total voucher amount for each month short of three (3) or five (5) years. I agree to pay this early sale penalty to NYSERDA to NYSERDA within 60 days request and that I am responsible for this obligation whether or not a lessee operates the Vehicle/Equipment for any relevant portion of time.
15. I agree to keep and maintain records of the Vehicle/Equipment purchase for a minimum of five (5) years after the Voucher Redemption date and to provide NYSERDA or its designee with these records within ten days of request. These records include, but are not limited to, the Vehicle/Equipment invoice, proof of purchase, DMV records (only applicable to Class 3-8 Zero Emission Vehicles and Transit Buses), Vehicle/Equipment payment information and related bank records, and Vehicle/Equipment Purchaser information.
16. I understand that I must remain in compliance with all applicable federal, state, and local Vehicle, Non-Road Equipment, and air quality rules and regulations.
17. I acknowledge and agree that neither NYSERDA, nor any of its consultants, is responsible for assuring that the Vehicle/Equipment is appropriately suited to meet the particular needs of the Vehicle/Equipment Purchaser or 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 Program.
18. I agree that the purchased or leased Vehicle/Equipment 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.
19. I acknowledge and agree that if I am seeking a NYTVIP Voucher for a Transit Bus or Non-Road Equipment I shall scrap a diesel-powered Vehicle/Equipment, in accordance with the requirements stated in the Manual, for each Vehicle/Equipment purchased with support from NYTVIP. If I am seeking a Scrappage Bonus for a Class 3-8 Zero Emission Vehicle, I shall scrap a diesel or gasoline powered Vehicle in accordance with the requirements stated in the Manual.

Vehicle/Equipment Type	Annual In-Service and Term Requirements for Scrapped Vehicle/Equipment
Class 3-8 Zero Emission Trucks and Buses	≥5,000 miles annually over at least one of the two most recent years, with vehicle model year 2015 or older.

Transit Bus	Must be part of active fleet for at least the previous 24 months. A transit bus that is part of a contingency fleet, or considered a spare bus, is not eligible. The engine model year of the transit bus must be 2009 or older.
Non-Road Equipment	For Agricultural Pumps: eligible scrappage pumps must have been operated at least 250 hours a year for prior two years. For Locomotive Equipment: eligible scrappage locomotive equipment must have been operated at least 1,000 hours a year for prior two years. For All Other Non-Road Equipment: eligible scrappage equipment must have been operated at least 500 hours a year for prior two years.

Vehicles/Equipment with diesel engines that are eligible for scrappage must be owned by the Vehicle/Equipment Purchaser (NYS requirements including but not limited to title transfer and applicable sales tax must be satisfied). Transit Buses and Class 3-8 Vehicles, must have been registered in New York State for 24 of the previous 27 months prior to the date of the initial Voucher Application (this does not apply to Non-Road Equipment). Minimum annual usage requirements for may be satisfied by a previous owner. For Class 3-8 Vehicles, the Vehicle Purchaser does not need to re-register the scrappage vehicle if solely purchasing for the NYTVIP application.

After the Vehicle/Equipment is delivered to the Vehicle/Equipment Purchaser, the Vehicle/Equipment Purchaser has either 30 days for Non-Road Equipment, 365 days for Class 3-8 Zero Emission Vehicles, and 21 days for Transit Buses to scrap old vehicles. I understand and acknowledge that the Vehicle/Equipment Purchaser may be responsible to the Contractor for the value of the voucher if the Vehicle/Equipment Purchaser fails to complete the scrappage requirement within the time frames listed above. The Vehicle/Equipment Purchaser must acknowledge that the purchase of Replacement Zero Emission Vehicles/Equipment require the scrappage of a diesel or gasoline engine, depending on the type of vehicle or equipment. Refer to the NYTVIP Implementation Manual for all applicable scrappage requirements. I agree to perform scrappage of eligible diesel or gasoline (gasoline is only eligible for Class 3-8 Vehicle funding track)-powered vehicle or equipment through a Participating Vehicle/Equipment Dismantler, if purchasing Non-Road Equipment, Transit Buses, or opt-in to the Class 3-8 Zero Emission Vehicles Scrappage Bonus. A full list of participating scrap facilities located throughout New York State is listed on the NYTVIP website. The value of scrapped Vehicles/Equipment is separate and distinct from the value of the voucher incentive and is not included in the total eligible voucher amount.

20. I agree to install NYSERDA-purchased third-party telematics devices on Voucher-funded Vehicles/Equipment and to allow ongoing data access to Program administrators/ subcontractors for the duration of the required NYTVIP monitoring and reporting period. Data collected will include odometer readings, fuel/energy usage, Vehicle/Equipment location, and other related parameters that will be used to assess Program impacts on air quality and pollution. I furthermore agree to ensure the continued functioning of such devices to enable uninterrupted data collection for this period. I also agree to submit Vehicle/Equipment Reports (which will include information on operations and maintenance issues that cannot be gathered through telematics devices) for the duration

of the required NYTVIP reporting and monitoring period. If I am not able to install NYSERDA-purchased third-party telematics devices on voucher-funded Vehicles/Equipment, NYSERDA 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 quarterly.

21. I acknowledge and agree that I am responsible for providing proper documentation for purposes of Voucher Redemption to the Contractor (Dealer) from whom I am purchasing the Vehicle/Equipment that is the subject of this Agreement. If I do not provide the documentation required for Voucher Redemption, NYSERDA will not make a payment on the voucher. Vehicle/Equipment Purchasers should be mindful of this when they execute a purchase agreement with the Contractor and should ensure their ability to obtain required documentation.
22. I agree to collaborate with NYSERDA's Communications Department at least 10 business days in advance, of any press release and to plan for any news conference concerning work related to the Program, if any. I agree to notify NYSERDA's Communications Department regarding any media interview in which work related to this Program, including Vehicles/Equipment for which the purchase or lease was facilitated using vouchers, is referred to or discussed. I as the Vehicle/Equipment Purchaser/Operator agree that I will not use NYSERDA's or New York State Department of Environmental Conservation's corporate name, logo, identity, any affiliation, or any related logo, without NYSERDA's, or NYSDEC's as applicable, prior written consent.
23. I agree that NYSERDA or its designee may inspect the Vehicle/Equipment for program compliance, and I agree to make such Vehicle/Equipment available for inspection. I further understand that NYSERDA or its designee may perform an inspection without prior notice.
24. I, the Vehicle/Equipment Purchaser, 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/Equipment Purchaser's/ Operator's participation in the Program including, without limitation, Vehicle/Equipment Purchaser's purchase of Vehicles/Equipment Operator's operation of Vehicles/Equipment in association therewith. The obligations of Vehicle/Equipment 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.
25. I certify that I am authorized to make legally binding commitments on behalf of the entity identified below as the Vehicle/Equipment 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 Program.
26. **TERMINATION**

I understand this Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written. I understand that NYSERDA may, in its sole discretion, terminate this agreement for

reasons including, but not limited to:

- Submission of falsified documents or unauthorized signatures to the Program.
- Violation of Program rules or this Vehicle/Equipment Purchaser Participation Agreement.
- Commission of illegal actions by the Vehicle/Equipment Purchaser or its principal while participating in the Program.

NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Vehicle/Equipment Purchaser. In the event of such suspension, the Vehicle/Equipment Purchaser will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Vehicle/Equipment Purchaser must comply with the terms of the suspension order. Agreement activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract. Upon written notice to the Vehicle/Equipment Purchaser, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Vehicle/Equipment Purchaser's expense where the Vehicle/Equipment Purchaser is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

I further understand that Vehicle/Equipment Purchasers in terminated status are prohibited from participation in the NYTVIP Program and may be prohibited from participation in 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 Vehicle/Equipment Purchaser Agreement. I understand that nothing in this process relieves me as the Vehicle/Equipment Purchaser of the responsibility to fulfill any remaining obligation to the Program or its customers as specified by NYSERDA.

Business Name of Vehicle/Equipment Purchaser:

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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

If you have any questions, contact:

NYTVIP Voucher Help Center
c/o Center for Sustainable Energy
Email: NYTVIP@energycenter.org
Phone: 866-595-7917