



**Charge Up New Jersey
The FY23 Point-of-Sale Incentive
& Electric Vehicle Charger Incentive
Terms and Conditions**

**Version Two
Updated 7/25/2022**

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Program Overview

The intent of the Charge Up New Jersey program is to encourage the purchase or lease of new light-duty plug-in electric vehicles in the State and assist New Jersey residents with making the switch to driving electric, consistent with N.J.S.A. 48:25-4(a). The Fiscal Year 2023 (“FY23”) Charge Up New Jersey Program (“FY23 Program”) addresses the key market barrier of vehicle cost by offering a financial incentive at the point-of-sale – the time at which at the applicant takes possession of the vehicle. Eligible applicants that have purchased or leased an eligible vehicle on or after the launch of the FY23 Program can receive the incentive at the time of the transaction at participating New Jersey dealerships or showrooms. Eligible FY22 Program applicants that have ordered an eligible vehicle on or after the launch of the FY23 Program can receive the incentive at the time they take possession of the vehicle and complete the sales or lease transaction. Specifically, they will receive their incentives as a line-item deduction on their purchase or lease contract that directly reduces the price they pay for the vehicle. The dealership or showroom will then apply for reimbursement from the Program Administrator who will process such applications on a first-come, first-served basis and reimburse dealerships and showrooms for the cost of the incentives they provided to eligible recipients.

The FY23 Program will follow the guidelines set by the EV Act (P.L.2019, c.362) and utilize best practices from similar incentive programs in other states that CSE actively manages.

Incentive availability for the Charge Up New Jersey Program is limited and based upon FY23 funding approval by the New Jersey Board of Public Utilities (“BPU”). The BPU may announce, at any time, that funding has been fully reserved and committed due to program participation for FY23 and close the FY23 Program to new applications. The Program Administrator will deny any applications for reimbursement from the FY23 program submitted after the BPU announces the program is closed. All notices and announcements for the FY23 Program will be publicly available on the Charge Up New Jersey and BPU websites.

The FY23 Program Terms and Conditions (“Terms and Conditions”) are subject to change. Applicants who wish to receive an incentive are responsible for reviewing, understanding, and accepting the Terms and Conditions at the time of order, purchase, or lease. Participating dealerships and showrooms are likewise responsible for reviewing, understanding, and abiding by the Terms and Conditions, as well as knowing whether funding to reimburse the costs of incentives is still available. The Program Administrator will apply the Terms and Conditions in effect at the time of the order, purchase, or lease to determine the buyer’s and vehicle’s eligibility for Charge Up New Jersey.

Contacts

All incentive questions should be directed to the Center for Sustainable Energy (“CSE”), the Program Administrator:

Center for Sustainable Energy

3980 Sherman Street, Suite 170

San Diego, CA 92110

Phone: 1-877-426-2474 (877-426-CHRG)

Email: chargeupnj@energycenter.org

I. Part 1: Application Process for Vehicle Lease or Purchase Incentive

A. Applicant Responsibilities

To receive the FY23 Program incentive, an applicant must meet the incentive requirements and eligibility criteria, sign a copy of the FY23 Program Terms and Conditions, ensure the Dealership or Showroom has the signed Terms and Conditions on file at the time the vehicle is delivered ("Vehicle Transaction Date"), and fully execute the sales or lease contract in a New Jersey Dealership or Showroom.

Additionally, applicants who wish to receive the FY23 Program incentive must obtain this incentive directly from the Dealership or Showroom via a deduction of the full incentive amount on their purchase or lease contract. Applicants are responsible for verifying that a line item reflecting such a deduction appears on their purchase or lease contract at the time that they enter into such contract. Applicants may not receive incentives issued post-purchase or lease. Applicants must adhere to the Vehicle Eligibility and Buyer Eligibility requirements stated in these Terms and Conditions and agree to the Program Terms and Conditions for the FY23 Program in place at the time they purchase or lease their vehicles.

A. Required Documentation

Required documentation for each incentive reimbursement application includes:

- A full and complete copy of FY23 Program Terms and Conditions signed by the applicant. *
- Proof of temporary or permanent New Jersey vehicle registration for the vehicle listed in the application.
 - The registration must be active and valid at the time of application. Registrations that have expired before the application date will not be accepted. Either the applicant's name or the leasing agency's name must appear on the registration the same as it is listed on the vehicle purchase or lease agreement. The registration may also list a cosigner or joint owner on the contract. The vehicle must be registered to a New Jersey address unless it is registered to a leasing agency. Applicants must maintain ownership or maintain a lease of the vehicle

and an active New Jersey registration for the vehicle for at least 36 consecutive months following purchase or lease.

- A full and complete copy of the purchase or lease contract, with all pages included, from an eligible New Jersey Dealership or Showroom. A complete contract must be fully executed, and the incentive must be shown as a line-item deduction on the applicant's contract. If the incentive cannot be shown as a separate line item on the contract, an additional form may be submitted. This form must include the applicant's name as shown on the contract and signature, the VIN, and the incentive as a separate line item. The contract must list the applicant's name and that name must match the one listed on the incentive reimbursement application. A copy of the vehicle's Monroney (window) sticker, invoice sheet, or vehicle configuration must be submitted alongside the contract to confirm the manufacturer's suggested retail price ("MSRP") and determine the correct incentive amount. Additional documentation may be required for vehicles that have been ordered, but not yet delivered.
- Proof of New Jersey residency via a legible copy of the applicant's current, unexpired New Jersey driver's license.
- For active-duty military members stationed in New Jersey, but with permanent residency in another state, military orders may be used as proof of residency. Utility bills, tax documentation, and other items with the applicant's address will not be accepted.

*At the time of order, purchase, or lease, the most current version of the Terms and Conditions will apply. In addition, an electronic signature will be accepted and considered valid for the acknowledgement and signing of the Terms and Conditions.

C. Changes to the Program

In the event the federal government establishes a new incentive or tax credit for EVs effective during the FY23 Program, Board Staff may reduce the amount of the Program incentive by up to 50 percent to ensure the efficacy and solvency of the Program.

D. Appeal Process

To appeal the denial of an application or a reimbursement application for the point-of-sale incentive, a Dealership or Showroom or applicant must first contact CSE at 1-(877)-426-2474 or chargeupnj@energycenter.org to attempt a resolution. If attempts to resolve the issue with CSE are unsuccessful, the appeal may be presented to BPU Staff for further review. BPU Staff will consider appeals on a case-by-case basis.

Dealerships and Showrooms must email their appeals to BPU Staff at issues@njcleanenergy.com within 45 calendar days of the date the Program Administrator notified them that it was denying their application or reimbursement application. Dealerships and Showrooms' written appeal must include their contact information, a copy of the FY23 Program application or reimbursement application they submitted, and a copy of the required documents submitted with the application. The written appeal must also set forth the basis for the appeal by describing the relevant issue(s) in detail and explaining why the applicant or Dealership or Showroom believes BPU Staff should grant the appeal. BPU Staff will review the submitted documentation and respond as soon as possible. BPU Staff will acknowledge receipt of appeals within five (5) business days of submission. If, after five business days, applicant or a Dealership or Showroom has not received an acknowledgment, they should contact the BPU Program Administrator at EV.Programs@bpu.nj.gov. After acknowledging receipt of an appeal, BPU Staff will review the submitted documentation and provide a substantive response as soon as possible.

Note: BPU Staff will not consider appeals based solely on an applicant, Dealership, or Showroom disagreeing with the policies set forth in the FY23 Program Terms and Conditions.

E. False Statements

An applicant, Dealership, Showroom, or vehicle manufacturer providing a false statement in any of the information submitted to the FY23 Program may be criminally liable in accordance with applicable state or federal statutes, and any such false statement could result in incentive denial or incentive reimbursement denial and/or removal from the Charge Up New Jersey program.

F. Dealership Participation Requirements

Participating Dealerships and Showrooms shall only apply incentives to eligible buyers and vehicles in accordance with these Terms and Conditions. Participating Dealerships and Showrooms are responsible for determining whether and verifying that their customers are eligible to receive an incentive. They must notify eligible customers of the existence of the incentive at the point-of-sale. Participating Dealerships and Showrooms must communicate to customers that the line-item deduction on the purchase or lease contract is a function of the Charge Up New Jersey Program. Dealerships and Showrooms must deliver cars to customers prior to completing applications. No further actions, such as additional charges, vehicle mark-ups, payment contingencies or holds, shall be taken against the customer for the incentive. Participating Dealerships and Showrooms must apply the full incentive at the point-of-sale. They may not withhold an incentive until the Program Administrator approves the reimbursement application, nor provide the incentive by issuing a check after completing the transaction. Dealerships and Showrooms may not recuperate the value of the incentive from a

customer in the event that the Program Administrator cancels or denies a reimbursement application due to Dealership or Showroom error or penalty.

(Example: The Program Administrator denies an incentive reimbursement application because the Dealership or Showroom submitted/completed the application past the fourteen (14) calendar day deadline, or any other deadline established by the Program Administrator in accordance with the Terms and Conditions. In this scenario, the Dealership or Showroom is prohibited from clawing back or attempting to claw back the value of the incentive from the customer.)

In order to ensure consumer confidence in the program and prevent price gouging, dealers must provide fair and transparent pricing details. Price markups that diminish the value of the State's incentive for the consumer are prohibited. Dealers may not include mark-ups or market price adjustments for which there is no specific line item or additional underlying value. The Program Administrator may therefore deny any incentive reimbursement application when the total pre-incentive price paid by the customer exceeds the manufacturer's suggested retail price ("MSRP") without justification. For example, the Program Administrator may deny an incentive reimbursement application for a vehicle sold above MSRP when there are no line items demonstrating that the customer received additional product or service options in exchange for paying a pre-incentive price that exceeds MSRP. The Program Administrator may likewise deny an application when line-item charges for additional product or service options appear to significantly exceed their typical market value.

Dealerships and Showrooms shall be required to provide weekly order data and estimated delivery dates to the Program Administrator. Dealers are encouraged to collect all supporting documentation required for an incentive at the time of order.

Dealerships and Showrooms that violate the Terms and Conditions risk denial of incentive reimbursements to which they would otherwise be entitled. CSE may bar such Dealerships and Showrooms from continuing to participate in the FY23 Program or future program years.

G. Dealership or Showroom Responsibilities and Incentive Reimbursement Process

i. Incentive Application Submission

A salesperson or representative for the Dealership or Showroom will submit the incentive reimbursement application, signed Terms and Conditions, and required documentation (outlined in the Required Documentation section of these Terms and Conditions, on behalf of the applicant, within fourteen (14) calendar days of the Vehicle Transaction Date that appears on the contract (Vehicle Transaction Date). The Dealership or Showroom shall be responsible for ensuring that its purchase or lease contract shows the FY23 Program incentive as a line-item deduction.

The Program Administrator will process all eligible incentive reimbursement applications. CSE will directly reimburse the Dealership or Showroom for the cost of providing the incentive once the Program Administrator determines that the applicant was eligible to receive it.

- The web-based portal that the Program Administrator will operate (Dealer Web Portal) will block applications submitted more than fourteen (14) calendar days after the Vehicle Transaction Date.
- The Vehicle Transaction Date must be on or after the incentive effective date of July 25, 2022.
- Vehicles ordered, purchased, or leased prior to the FY23 Program's effective date of July 25, 2022, are not eligible for an incentive.

ii. Ineligible Vehicles

As stated in Part I.B.i., vehicles ordered, purchased, or leased prior to the FY23 Program's effective date of July 25, 2022, are not eligible for an incentive. Dealerships and Showrooms shall be responsible for making this point clear at the time the vehicle is ordered or purchased and shall require the vehicle buyer or lessee to provide written acknowledgement that this information was disclosed to them.

iii. Dealership or Showroom Location, FY23 Program Registration, Vehicles Offered, and Timing of Application Submissions

To participate in the point-of-sale program, a Dealership or Showroom must be located in the State of New Jersey and offer new, incentive-eligible vehicles for purchase or lease. In addition, dealerships and showrooms must register with CSE and enroll in the FY23 Program to be recognized as an eligible New Jersey Dealership or Showroom capable of offering the incentive at the point-of-sale ("Dealers," or "Dealership or Showroom.")

Dealers shall submit incentive reimbursement applications through the Dealer Web Portal at <https://chargeup.njcleanenergy.com>. Dealers shall have fourteen (14) calendar days from the Vehicle Transaction Date to submit the application, including the required documents outlined in the Terms and Conditions. The BPU will reserve the incentive funds once the Dealer submits the application. CSE will cancel any applications not submitted and/or updated within fourteen (14) calendar days of the Vehicle Transaction Date and the BPU will release any funds reserved for the canceled application. CSE will notify the Dealer of the cancellation via email. Dealers are responsible for ensuring that they receive and review these email communications.

iv. Errors with Submitted Applications

If the Program Administrator determines that an application or its required documents are incomplete, illegible, or missing required information, the Program Administrator will notify the Dealer of the error via email. The Dealer then shall have an additional fourteen (14) calendar

days from the date of notification to correct any errors or omissions. If the Dealer fails to correct the errors or omissions within the additional fourteen (14) calendar days, CSE will cancel the application, and the BPU will not release the reserved funds to the Dealership. If CSE determines the Dealer is ineligible for reimbursement because either the buyer or vehicle did not qualify for an incentive, CSE will cancel the application, the BPU will not release the reserved funds, and the Program Administrator will notify the Dealer via email. Dealers are responsible for ensuring that they receive and review these email communications. If CSE cancels an incentive application for a particular vehicle, Dealers may only reapply for an incentive for that vehicle within fourteen (14) calendar days of the Vehicle Transaction Date. For applications that CSE has determined are complete, CSE will batch approved applications at least monthly for direct ACH payment to the dealerships or showrooms.

II. Part Two: Applicant Eligibility

A. Eligibility Requirements

Applicants must meet the following requirements in order to be eligible to receive the FY23 Program incentive. The applicant must:

1. Be a resident of the State of New Jersey, at the time of vehicle order, purchase or lease, which will be verified by the Dealership or Showroom via a current New Jersey Driver's License. Only a New Jersey Driver's License is eligible for residency verification. Utility bills, tax documentation, and other items with the applicant's address will **not** be accepted.
 - a. Active-duty military members stationed in New Jersey, with permanent residency in another state, **will** qualify as satisfying the New Jersey residency requirement. Current military orders will be accepted as proof of residency documentation.
 - b. The FY23 Program is limited to individuals only. Businesses and other commercial entities, governments, and public entities are **not** eligible for this incentive.
2. Remain a resident of the State of New Jersey for at least two (2) years after the Vehicle Transaction Date for the eligible EV that receives an incentive under the FY23 Program. This requirement does **not** apply to customers with permanent residency in another state who qualified for the incentive because they were active-duty military members stationed in New Jersey at the time they ordered, purchased, or leased their vehicle.
3. Agree that the entirety of the vehicle transaction, including any placing of an order, for an eligible vehicle must occur on or after the official launch of the FY23 Program on July 25, 2022, and in the State of New Jersey at a participating Dealership or Showroom.

- a. Vehicles ordered in advance of July 25, 2022, the FY23 Program launch, are not eligible for a FY23 program incentive.
 - b. A vehicle ordered, purchased, or leased, and/or delivered out-of-state, is not eligible for the incentive. This includes vehicles ordered online and delivered outside of the State; any vehicle ordered online must be delivered in New Jersey to qualify for the incentive.
 - c. New Jersey residents, or active-duty military members stationed in New Jersey, who place an order with a participating New Jersey Dealership or Showroom to deliver a vehicle in New Jersey will be deemed to have placed that order in New Jersey regardless of whether they were physically in the state at the time.
- 4. Agree that the Program Administrator will deem a purchase or lease completed when the purchaser or lessee of the vehicle has executed and signed a purchase contract, lease, or security agreement.
- 5. Commit to not modifying the vehicle's emissions control systems, hardware, software calibrations, or hybrid system.
- 6. Retain ownership, or an active lease agreement, and registration of the vehicle with the New Jersey Motor Vehicle Commission for a minimum of 36 consecutive months immediately after the vehicle purchase or lease date. Customers who lease their vehicle must ensure that their original lease agreement explicitly lists a term of 36 months or longer.
- 7. Acknowledge that they may receive only up to three (3) electric vehicle incentives from the Program throughout the 10-year period that the Program is active. By signing the agreement below, the applicant certifies they are eligible for this incentive and have not previously received more than two (2) during the program period.
 - a. In the event that a Dealership or Showroom issues a fourth incentive before the processing of an applicant's third incentive is complete, the Program Administrator will alert the Dealership or Showroom which issued the fourth incentive and indicate that they will need to take action to have the funds returned to them by the customer. The customer will be in violation of the Charge Up New Jersey Terms and Conditions. The Dealership or Showroom shall be responsible for pursuing its remedies.

B. Failure to Adhere to the Program Requirements

If a vehicle for which an incentive payment was issued is sold, returned, or traded in, or if a lease is transferred or assumed by another party prior to expiration of the minimum ownership period or lease agreement, or if the applicant moves out of state, the purchaser or lessee may be required to reimburse the Program. Exemption from the 36-month period set forth in Section IV above may be allowed if necessitated by unforeseen or unavoidable circumstances,

such as military relocation outside the State of New Jersey, death of an applicant, or determination by the Program Administrator that the vehicle has been totaled.

To qualify for an exemption, applicants or their successors will be required to submit a written request to the Program Administrator and include official documentation proving military relocation, death of the recipient, or involuntary destruction of the vehicle. The Program Administrator will review all submitted exemption requests and respond with an approval, denial, or request for additional documentation within 14 days of submission. The Program Administrator will store all exemption requests with the original reimbursement application in the incentive processing platform. To request an exemption for a special circumstance other than those listed above, a recipient can submit a written request explaining the circumstances along with any official corresponding documentation. The CSE will review the exemption request with the BPU to determine if the recipient satisfies the requirements for an exemption.

III. Part Three: Vehicle Eligibility

A. General Requirements

Pursuant to P.L.2019, c.362, an eligible vehicle for the Program is defined as:

- A new light-duty plug-in electric vehicle;
- With a Manufacturer Suggested Retail Price* ("MSRP") below \$55,000;
- Purchased or leased in the State of New Jersey at a participating dealership or showroom; and
- Registered in New Jersey to a New Jersey resident.
- The entirety of the purchase or lease, including the ordering, for an eligible vehicle must occur on or after the official launch of the FY23 Point-of-Sale Program.
- The order date shall be defined as the date which the customer places a down payment of any sort on the vehicle.

*In order to maintain a consistent and standardized approach to the MSRP cap under the Program:

- The MSRP and its impact on incentive eligibility will be taken into account only up to the point-of- sale. Any additions made to the vehicle thereafter that would otherwise alter the value of the vehicle will not alter the vehicle's eligibility for an incentive under the Program.
- The MSRP cap **will include** all line items on the purchase or lease agreement which relate to the value of the vehicle itself (including but not limited to battery upgrades, autonomous upgrades, wheel and tire packages, audio and infotainment system). The MSRP **cap will not include** maintenance or vehicle care packages, additional vehicles accessories (ex: first aid kits, floor mats, cargo nets, etc.), destination and delivery charges, tax, registration fees, title fees, and documentation fees since

these line items do not relate to the value of the vehicle itself, but rather to logistics, care, and maintenance of the vehicle.

B. Incentives for Eligible Vehicles

Eligible electric vehicles, up to an MSRP of \$45,000, will have an incentive calculation which equals \$25 per mile of EPA-rated all-electric range the vehicle possesses, up to a maximum of \$4,000. In order to keep funding available as long as possible and to prevent vehicles with a higher MSRP from garnering a larger than necessary incentive, a second incentive tier will be available for eligible electric vehicles with an MSRP over \$45,000 will receive smaller maximum incentives. Specifically, eligible electric vehicles with a MSRP between \$45,000 and \$55,000 qualify for an incentive payment equal to \$25 per mile of EPA-rated all-electric range the vehicle possesses, up to a maximum of \$2,000.

Dealerships and Showrooms are expected to calculate the correct incentive. Neither the BPU nor Program Administrator are responsible for miscalculated incentive amounts. Dealerships and Showrooms may reach out to the Program Administrator for clarification regarding the MSRP and incentive amount prior to finalizing the vehicle transaction.

C. MSRP Calculation Example

Included in MSRP Calculation	Excluded in the MSRP Calculation
Additions at point-of-sale Items related to the value of the vehicle Battery upgrades Autonomous upgrades Wheel and tire packages Interior or exterior color options Entertainment systems Interior or exterior upgrades that are not part of the trim level (e.g. heated seats, heated steering wheel, dimming mirror, etc.)	Additions made after point-of-sale Items which do not relate to value of vehicle Floor mats Cargo nets Destination charges Delivery charges Tax Registration fees Title fees Documentation fees Maintenance Packages Vehicle Care Packages First Aid Kits

Incentive Calculation	Determining Factor
\$25 per all-electric mile, maximum of \$4,000	Eligible Electric Vehicle, MSRP up to \$45,000
\$25 per all-electric mile, maximum of \$2,000	Eligible Electric Vehicle, MSRP between \$45,000 and \$55,000

D. Incentive Calculation Example

The 2021 Toyota Prius Prime Plug-In has 25 EPA-rated all-electric miles of range.

$(\$25) \times (25 \text{ EPA-rated all-electric miles}) = \625 Incentive

The 2021 Hyundai Kona Electric is a BEV with 258 miles of EPA-rated all-electric range and an MSRP below \$45,000. This incentive tier has a maximum of \$4,000. Therefore, the 2021 Kona EV would be eligible for a \$4,000 incentive.

The 2021 BMW i3 is a BEV with 153 miles of EPA-rated all-electric range, but the MSRP is above \$45,000. This incentive tier has a maximum of \$2,000. Therefore, the 2021 BMW i3 would be eligible for a \$2,000 incentive.

For the purposes of the FY23 Program, a vehicle's "EPA-rated all-electric range" means the all-electric range that [fueleconomy.gov](https://www.fueleconomy.gov) lists for that vehicle.

Note: Incentive amounts and the criteria used to determine them are subject to change. Visit the Charge Up New Jersey website after the incentive effective date to see the current complete list of eligible vehicles.

Eligible Applicants that have purchased or leased an eligible vehicle can receive the incentive at the point-of-sale. Incentives are available on a first-come, first-served basis as long as sufficient funds remain. Applicants and Dealers can check the official program website for updates on funding levels. The incentive deduction will be shown as a line item on the applicant's contract. The Program Administrator will reimburse Dealerships and Showrooms for the cost of providing eligible incentives by electronic payment. Per the BPU's payment terms, Dealers can expect to receive their reimbursements within one month of application approval. The Program Administrator will not reimburse Dealers for incentives if the buyer or lessee of any eligible vehicle returns the vehicle prior to the incentive being issued. Dealers must notify the Program Administrator if an eligible vehicle is returned and request that the incentive application be cancelled. Furthermore, the BPU reserves the right to seek reimbursement from the Dealer if an incentive has been issued and the buyer or lessee of any eligible vehicle returns such vehicle to the Dealer within 30 calendar days.

E. Floor Model, Test Drive, and Rollback Vehicles

Vehicles used as dealership floor models and test-drive vehicles are eligible for the incentive if the vehicles have not been registered previously with the New Jersey MVC or in any other state. Incentive applications for floor model, test drive, unwind and rollback vehicles will be assessed on a case-by-case basis. A "rollback" occurs when a buyer purchases or leases a vehicle then returns it shortly after purchase, or when a buyer's financing is disapproved. An "unwind" occurs when registration is completed, but the sale was not consummated, and the buyer never took delivery. Vehicles determined by the Incentive Administrator to be rollback or unwind vehicles will be eligible to receive an incentive. Additional documentation from

Dealerships or Showrooms to approve incentive reimbursement applications for rollback or unwind vehicles may be required.

In the event of an unwind, rollback, or return of an incentivized vehicle, the dealership must notify the Program Administrator by emailing chargeupnj@energycenter.org with details of the change in the status of the purchase or lease within three business days. If the incentive payment to the dealership has already been initiated, then the Administrator will provide instructions to repay the incentive funds. If the incentive payment has not yet been initiated, it will be cancelled since the purchase or lease agreement that the incentive was included in is no longer in effect.

F. Vehicle Ownership Provision

Vehicle purchasers and lessees participating in Charge Up New Jersey are required to keep the vehicle and meet all applicable project requirements for a minimum 36-month period after the vehicle purchase or lease date. If a manufacturer defect or other unforeseen circumstances require the replacement of an incentivized vehicle with another vehicle of the same EPA-rated all-electric range, or an upgrade (e.g., replace PHEV with BEV), the Program Administrator, in conjunction with the BPU, has discretion to allow the incentive funds received to be applied to the replacement vehicle. To be considered, the replacement vehicle must be on the current list of eligible vehicles at the time the replacement is made or be the exact same vehicle that was originally incentivized. Lease transfers or lease assumptions are not allowed. Resale of a vehicle or return of a leased vehicle to a dealer may be allowed within this 36-month period if necessitated by unforeseen or unavoidable circumstances. To employ this provision, contact the Administrator to initiate this process. If the vehicle is resold or returned, the vehicle purchaser or lessee must promptly notify the Administrator and may be required to return a prorated portion of their incentive funds.

Purchasers or lessees who must resell a vehicle or return a leased vehicle to a dealership due to unforeseen or unavoidable circumstances, such as military relocation outside of New Jersey, or a totaled vehicle, may be exempt from returning the prorated incentive amount. Exemptions may be approved by the BPU on a case-by-case basis. If a vehicle purchaser or lessee sells or returns the incentivized vehicle to the dealership and does not receive prior approval, the BPU or its designee reserves the right to recoup Charge Up New Jersey funds from the original vehicle purchaser identified on the application form. If the Terms and Conditions of a previous application are not fulfilled, any/all new applications under the applicant's name are subject to a temporary hold. The hold will remain in effect until the previous application's Terms and Conditions have been met and/or funds are returned to the Program Administrator.

G. Ineligible Vehicles

Ineligible vehicles under the Program include:

- Aftermarket plug-in hybrid EVs;

- EV conversions;
- Electric scooters;
- Electric all-terrain vehicles;
- Neighborhood or low speed EVs;
- Electric motorcycles, as well as other two or three wheeled EVs; and
- Pre-owned plug-in EVs.
- Any vehicles purchased or leased outside the State of New Jersey.
- Any vehicle ordered, purchased, or leased prior to the launch of Year Three on July 25, 2022.
- Any vehicle ordered, purchased, or leased after the FY23 Program has officially paused and the Board has proceeded to evaluate program funding.
- Any vehicle ordered, purchased, or leased after the FY23 Program has officially closed.

IV. Part Four Electric Vehicle Charger Incentive

Phase Three of the program, the residential charger incentive, is anticipated to launch in FY23.

A. Applicant Eligibility Requirements

Applicants must meet the following requirements in order to be eligible to receive the Electric Vehicle Charger Incentive under the FY23 Program. The eligibility requirements will be checked by the Program Administrator.

B. Equipment Eligibility Requirements

Only a Level-Two EV charger capable of capturing data (also known as a “smart” or “networked” charger) intended for residential use is eligible for an incentive. Networked chargers must be on the state’s pre-approved list. All other chargers are ineligible for this incentive.

C. Incentives for Eligible Equipment

The incentive for eligible equipment will utilize the same platform as Phase One of the Charge Up New Jersey program, insofar as it will operate as a post-purchase incentive. The per charger incentive amount will be \$250. The incentive will not cover the associated installation costs, permitting fees, etc. for a particular charger, though utilities may offer incentives separate from this one to install the “make ready” infrastructure for residential chargers. To be eligible for the incentive under the FY23 Program, applicants will need to upload scanned copies of all required documents. Applicants will be required to certify that they have installed their equipment prior to submitting an application. If the Program Administrator determines the submitted materials qualify the applicant for an incentive, and if approves the applicant’s application, the incentive will be issued in a single payment via Check.

D. Notice

CSE will issue a confirmation e-mail regarding an administratively complete application. If, however, CSE determines that an application is not administratively complete, CSE will send an e-mail message to the applicant. The applicant is responsible for monitoring their e-mails with respect to such notification. If the applicant has questions regarding why their application is administratively incomplete, they should contact CSE using the contact information under the “Contact” section of this Terms and Conditions document.

E. Required Documentation

An applicant must upload to the portal noted in Part IV. C. above the following items:

- Proof of purchase of a Level-Two smart charger, either a digital or scanned hard copy, with the date of purchase clearly visible;
- Scanned photo of the serial number on the charging equipment itself;
- New Jersey Driver's License as proof of residence and a unique identifier; and

F. Ineligible Equipment

Ineligible equipment under the FY23 Program includes:

- Any equipment purchased prior to the launch of this incentive on July 25, 2022.
- Any equipment purchased after the FY23 Program has officially paused and the Board has proceeded to evaluate program funding.
- Any equipment purchased after the FY23 Program has officially closed.
- Pre-owned or used equipment

V. Acknowledgement (Point of Sale Only)

A. Vehicle and Incentive Information

Vehicle Year, Make, Model: _____

Vehicle Identification Number (VIN): _____

Incentive amount \$: _____

B. Signatures Required

Customer

I hereby acknowledge that I have read and agree to meet and follow the requirements and responsibilities for the order, purchase or lease of an Eligible Vehicle and for participation in the FY23 Program under the Terms and Conditions as set forth above.

Name of Vehicle Purchaser/Lessee: _____

Signature of Vehicle Purchaser/Lessee: _____

Email of Vehicle Purchaser/Lessee: _____

Date: _____

Sales Representative

I hereby acknowledge that I have read and agree to meet and follow the requirements and responsibilities for Dealership or Salesroom participation in the FY23 Program under the Terms and Conditions as set forth above.

Name of Sales Representative: _____

Signature of Sales Representative: _____

Email of Sales Representative: _____

Dealership Name: _____

Date: _____