



**\*\*SAMPLE DOCUMENT\*\***

**This document is for reference purposes only and may differ from the version received after applying to the program.**

Last updated: January 31, 2025

## Clean Cars for All Program Terms & Conditions

### Participant Eligibility

Participant must be 18 years or older, the legal owner of the vehicle listed on their application, must live in a qualifying zip code, must live within the Bay Area Air Quality Management District's (Air District) jurisdiction, and must have an income at or below 300% of the current Federal Poverty Level as defined by the U.S. Department of Health and Human Services. Proof of vehicle ownership, residence, and income acceptable to the Air District are required.

Participant may submit and receive funding for one application per household and lifetime. Household is defined as all individuals (taxpayer(s) and dependents) included in the filed tax return(s), household individuals included in the income affidavit, or household individuals included in any other income verification documents, for the most recent tax filing year that an application is submitted. Participants that are claimed as a dependent are considered part of the household of the tax return in which they are claimed as a dependent. If a Participant was listed as a spouse or dependent in another Participant's application, they are not eligible. Participant may not receive more than one grant per vehicle owner or joint vehicle owner even if owners are not in the same household.

Participants who received funding from Clean Vehicle Assistance Program, Driving Clean Assistance Program, Clean Cars 4 All Sacramento, Clean Cars 4 All San Diego, Replace Your Ride, Tune-in & Tune-up, and Drive Clean in the San Joaquin, statewide Clean Cars 4 All, statewide Financing Assistance program, or any other program deemed ineligible to be combined, stacked or received in addition to CCFA by the Air District or the California Air Resources Board (CARB) are not eligible for the CCFA Program. Participants must retire their vehicle through Clean Cars for All and may not sell their vehicle, donate their vehicle, or receive funding by retiring the same vehicle through the Consumer Assistance Program (CAP) or Vehicle Buy Back Program (VBB).

### Income Eligibility

Participant must have an income at or below 300% of the current Federal Poverty Level as defined by the U.S. Department of Health and Human Services. Participant is required to submit tax return (Form 1040) or transcript documentation for the most recent tax filing year from the Internal Revenue Service (IRS) or the California State Franchise Tax Board to verify household income and number of persons in household, or alternative proof of income documentation with their application (i.e., CCFA Income Affidavit). If Participant is claimed as a dependent and files a separate tax return, they are considered part of the household of the taxpayer in which they are claimed as a dependent. Dependents must provide the tax return or tax transcript of the taxpayer in which they are claimed a dependent and tax return(s) filed by any other dependents. The adjusted gross income of all dependents' tax return(s) and the taxpayer in which they are claimed as a dependent will be combined to calculate household income.

### Retired Vehicle Eligibility

The vehicle to be retired must meet the following requirements:

- Currently registered to an individual with the California Department of Motor Vehicles (DMV) with a valid and unexpired registration sticker, or have all fees paid to the DMV and have a



registration that has not been expired more than 120 days. Exceptions may be allowed, refer to Exceptions section below.

- Continuously registered in California with the DMV during the two consecutive years preceding the current registration expiration date, with no breaks in registration totaling more than 120 days. Exceptions may be allowed, refer to Exceptions section below.
- Gasoline or diesel-powered light or medium duty vehicle (up to 10,000 pounds Gross Vehicle Weight Rating [GVWR]).
- Model year must be 2007 or older.
- Vehicle must be functioning. Participant will be required to undergo and pass a functionality test performed by the Air District, GRID Alternatives, or authorized dismantlers.

Title of the vehicle must be transferred to an authorized dismantler during the Post-Inspection.

### **Vehicles Not Eligible for Retirement**

The following vehicles are not eligible to participate in the CCFA Program:

- Dismantled or salvaged vehicles that have not been reregistered pursuant to section 11519 of the California Vehicle Code.
- Vehicles registered to a non-profit or business.
- Vehicles operated by a public agency or fleet licensed and registered pursuant to California Health and Safety Code sections 44019 and 44020.
- Vehicles undergoing a transfer of ownership.

### *Exceptions*

An unregistered vehicle or currently registered vehicle not meeting the Retired Vehicle Eligibility may be eligible if proven to have been driven primarily in California for the last two (2) years and not registered in any other state or country in the last two (2) years. Documentation may include the following:

- Proof of California auto insurance for two (2) consecutive years, without lapses totaling more than 120 days; or
- Two (2) invoices from an Automotive Repair Dealer registered with the California Bureau of Automotive Repair. Invoices must be from two (2) separate calendar years and the oldest may not be older than 24 months. Invoices must include the following:
  - Automotive Repair Dealer's valid registration number;
  - Name and address of the Automotive Repair Dealer;
  - Description of a repair or maintenance operation performed on the vehicle;
  - Vehicle year, make, model and vehicle identification or license plate number matching the vehicle to be retired; and
  - Date of the repair or maintenance visit.

### **Maximum Grants**

Grants are limited to a maximum of \$14,000 per lifetime for Participant and all members of Participant's household. Grant amount is determined based on Participant income, zip code, the incentive type selected, and funding source.



**CCFA Grant Amounts**

Location	Plug-in Hybrid Electric Vehicle*	Zero-Emission Vehicles Battery Electric Vehicle* Fuel Cell Electric Vehicle	Mobility Option
Bay Area (Air District Jurisdiction)	\$9,500	\$10,000	
Bay Area (Air District Jurisdiction) AND Disadvantaged Community (DAC) Census Tract	Additional \$2,000 (\$11,500 total)	Additional \$2,000 (\$12,000 total)	\$7,500

*\*Participants who purchase a plug-in hybrid electric vehicle or battery electric vehicle may be eligible for up to \$2,000 towards charging incentives.*

Participants must reside in an address within the Air District’s jurisdiction in order to qualify. Participants that reside in an address within the Air District’s jurisdiction AND in a [census tract identified by California Climate Investments as a disadvantaged community](#), per Assembly Bill (AB) 1550 (Gomez, 2016), are eligible for an additional \$2,000 in funding towards the purchase of a plug-in hybrid electric vehicle and zero-emission vehicle.

Participants who purchase or lease a plug-in hybrid or battery electric vehicle may be eligible for additional funding towards one of the following charging incentives:

- Up to \$2,000 rebate towards a level 2 electric vehicle charger installation, also referred to as Electric Vehicle Service Equipment (EVSE);
- Up to \$1,000 rebate for a portable level 2 electric vehicle charger; or
- Up to \$1,000 on an EV charge card

Participants living in a multi-family housing property of four (4) or more units are not eligible for the EVSE installation rebate or the portable charger rebate.

For more information, see the Electric Vehicle Charger Rebate and Electric Vehicle Charge Card sections below. The EV charger incentive is not guaranteed and is dependent on funding availability and Participant’s project compliance.



### Project Documentation and Verification Process

Participation in the CCFA Program requires submittal of the following information/documentation:

- Two years of vehicle registration or acceptable proof of vehicle operation;
- Vehicle Certificate of Title;
- Acceptable income verification through one or a combination of the following documents: most recent tax return or transcript documentation, IRS Form 4506-C, income affidavit, or acceptable proof of low income;
- Acceptable [proof of residency](#); and
- Current valid California Driver's license.

The Air District will verify the project and Participant's eligibility using the information provided, however, additional information may be requested to verify the information contained in an application or a request for reimbursement. The Air District reserves the right to request additional documentation to verify eligibility and compliance with program requirements for the duration of the project term. The project term is 30 months after the purchase of a vehicle or Mobility Option Award Letter date.

Participant must respond to the Air District's requests for additional documentation or information within 14 days or the application may be subject to cancellation.

### Pre-Inspection

Participant must take their vehicle that will be retired to an [authorized dismantler](#) for a Pre-Inspection to verify vehicle eligibility. Participant must provide the authorized dismantler with their Pre-Inspection Checklist, vehicle title, and California Driver's license. Participant agrees to allow the Air District, authorized dismantler staff, or its agents access to their vehicle to perform the following functionality test:

Insert key, vehicle engine must start using keyed ignition system. In addition to the keyed ignition switch, ignition or fuel kill switch may be activated if required to start engine. The vehicle must start readily through ordinary means without the use of starting fluids or external booster batteries. The vehicle shall be driven forward for a minimum of 25 feet under its own power. The vehicle shall be driven in reverse for a minimum of 25 feet under its own power.

Participant has 21 days from the date the Pre-Inspection letter and checklist is issued to complete a Pre-Inspection or the application may be cancelled.

### Approval of Award, Award Letter, and Purchasing

The Air District or its designee will review applications and will approve eligible participants for grant funding. The Air District will issue an Award Letter to Participant once their application is approved. Participant must receive an Award Letter from the Air District before purchasing or leasing a vehicle at an [authorized dealership](#). If Participant wishes to change the Clean Transportation Option on their Award Letter, they must contact the Air District to request an amendment and wait for the Air District to approve the amendment and issue a new Award Letter before purchasing or leasing a vehicle at an authorized dealership.



Award Letters are only valid for 120 days from the date issued towards the purchase or lease of one eligible vehicle. If a Participant has opted for the Mobility Option incentive, PEX cards must be activated within 90 days of the Award Letter issue date. PEX cards that are not activated within 90 days are subject to cancellation at the Air District's discretion. Award letters that are amended for a different replacement option will still maintain the original award letter date and do not receive time extensions to purchase or lease a vehicle. It takes about 7 days to process an amendment request.

The vehicle purchase or lease date is the date shown on the sales contract or lease agreement. If Participant places an order for a vehicle, the order date must occur while the Award Letter is still valid, and Participant must complete the purchase or lease within one (1) year of the Award Letter date. If the estimated purchase or lease date occurs after the Award Letter expiration date, Participant is required to send proof of the order agreement to Clean Cars for All staff to keep the Award Letter valid. Exemptions may be made on a case-by-case basis by the Air District.

The Air District reserves the right to terminate Award Letters that have expired, if funding is exhausted, or for situations where Participant fails to comply with the requirements of these Terms and Conditions.

### **Payment and Reimbursement Process**

The grant award is applied at the point of sale, similar to a cash down payment, and Participant is responsible for any remaining balance. The dealership will be reimbursed directly by the Air District for the grant amount. The grant amount cannot exceed the total purchase price of the vehicle. The Air District is entitled to and may seek repayment of the Grant Award, or a pro-rated portion of the Grant Award, from the Participant if the Participant fails to comply with the requirements of these Terms and Conditions.

### **Post-Inspection**

Participant is responsible for bringing their vehicle to be retired to an authorized dismantler and may only complete the Post-Inspection and scrap their vehicle after an eligible replacement vehicle has been purchased or leased at an [authorized dealership](#). Participant has 21 days after any return period has ended for the leased or purchased vehicle to complete the Post-Inspection and scrap their vehicle. For Participants that choose a Mobility Option, Participant agrees to scrap their old vehicle at an authorized dismantler within 30 days after receiving the Award Letter. The Post-Inspection may be completed before or after the PEX card is received.

Participants that complete a Post-Inspection early or scrap their vehicle early may be ineligible for funding. The Air District is not responsible for any vehicles that are scrapped early or for a purchased replacement vehicle that does not meet these Terms & Conditions. The Post-Inspection should be performed at the same authorized dismantler that performs the Pre-Inspection. The vehicle has no trade-in value, cannot be sold or donated, and can only be retired under the CCFA Program. The vehicle may not be retired through VBB or CAP. If Participant receives funding for retiring the same vehicle through VBB or CAP, they are ineligible for the CCFA Program and may need to repay any funding received through the CCFA Program.



### Replacement Vehicle Eligibility

Eligible replacement vehicles include plug-in hybrids, battery electric vehicles, and fuel cell electric vehicles. Participant may purchase a new or used vehicle or lease a new vehicle from an [authorized dealership](#). Availability of vehicles and the offering of new, used, or leased vehicles may vary by dealership. Each [authorized dealership](#) has at least one Dealership Contact trained on how to process Clean Cars for All grants. Participant must work with designated Dealership Contacts or their team. [Authorized dealerships](#) provide a minimum 3-day return period for used vehicle purchases. The sales or lease contract must have the Participant's name and address as listed on the Award Letter. If the Participant moves, they must request an address change on their Award Letter, and the address must be in an eligible zip code within the Air District's jurisdiction. Award funds may increase or decrease depending on whether the new address is in a DAC census tract. The replacement vehicle purchased or leased must match the Clean Transportation Option(s) listed in the Award Letter.

1. Purchased vehicle must meet the following requirements:
  - A. Vehicle must be:
    - i. Plug-in hybrid electric vehicle (PHEV); or
    - ii. Zero-emission vehicle, including battery electric vehicle (BEV) and fuel cell electric vehicle (FCEV).
  - B. Vehicle may be new or used:
    - i. Used vehicle that has participated in the California Vehicle Rebate Project (CVRP) are eligible.
  - C. Auto loan must have an annual percentage rate (APR) of less than 16%;
  - D. Have a sale price at or below \$48,000 (before taxes, fees, warranties, or accessories), unless approved by Air District;
  - E. Vehicle must be eight (8) years old or newer, calculated by subtracting seven from the calendar year of the transaction;
  - F. Must be registered in California;
  - G. Shall have less than 75,000 miles on the odometer, unless approved by the Air District;
  - H. Must not have any modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (California Vehicle Code section 27156);
  - I. Vehicle must not have been previously funded with EFMP, EFMP Plus-Up funds or CCFA funds; and
  - J. Must not have any outstanding vehicle recalls (check for vehicle recalls and address prior to purchase or lease).
2. Leased vehicle must meet the following requirements:
  - A. Vehicle must meet the requirements stated above (section 1[C-J]);
  - B. Have an Agreed Upon Value (AUV) of the Vehicle at or below \$48,000 USD, unless approved by Air District;
  - C. Vehicle must be a PHEV, BEV, or FCEV that is listed on CARB's official List of Eligible Vehicles (<https://ww2.arb.ca.gov/ZEV-eligibility-list>). Not all vehicles listed are eligible under CCFA. Must meet AUV in section L;
  - D. Vehicle must be new and previously unregistered with the California Department of Motor Vehicles (DMV); and
  - E. Vehicle must have a lease term of 30 months or more.
3. Ineligible replacement vehicle, either sold or leased, include the following:



- A. Vehicle that does not conform with all requirements stated above (section 1[A-J] and 2[A-E]);
- B. Hybrid vehicles that are not capable of plug-in charging;
- C. Conventional internal combustion engine vehicle;
- D. Other alternatively-fueled vehicle;
- E. Neighborhood electric vehicle (NEV);
- F. Motorcycle, including but not limited to, zero-emission motorcycle (ZEM);
- G. Vehicles with a chassis that has been modified with aftermarket parts or equipment to create a HEV, PHEV, or zero-emission vehicle;
- H. Dismantled vehicle;
- I. Vehicle with a salvaged title (as defined in California Vehicle Code, Section 544);
- J. Vehicle registered to a non-profit organization or business; and
- K. Vehicle operated by a public agency or fleet licensed and registered pursuant to California Health & Safety Code (HSC) Sections 44019 and 44020.

### **Electric Vehicle Charger Rebate**

#### ***Eligibility***

Participant must have purchased or leased a plug-in hybrid or battery electric vehicle through the CCFA Program and must complete the Post-Inspection and scrap their old vehicle before becoming eligible to apply for the electric vehicle (EV) charger rebate. Participants are required to install their charger at the home address listed on their application. If they have moved after the vehicle purchase, installation at the new address may be permitted if proof of residency in an eligible ZIP code and a new Form W-9 is provided. Participants are provided with an [Electric Vehicle Charging Incentives Manual](#) that lists program requirements, timelines, eligible costs, guidance on how to apply, and the reimbursement process. Participants can choose one of the following EVSE options:

- 1) Level 2 home charger installation (up to \$2,000)
  - Participant reimbursed for one level 2 charger and necessary installation costs. The charger requires a dedicated 208/240-volt supply circuit and may either be hardwired directly to an electrical service panel or plugged into a newly installed or pre-existing NEMA receptacle.
- 2) Level 2 portable charger (up to \$1,000)
  - Participant reimbursed for one level 2 portable charger and must have a pre-existing 208/240-volt receptacle with a dedicated supply circuit at their residence to plug the charger into.

#### ***Eligible Project Costs***

Eligible EVSE project costs include materials, labor, permits, and any other components necessary for a level 2 EV charger to be properly installed for a Participant to safely charge their vehicle at their residence. The following items are common reimbursable costs and is not an exhaustive list:

- Level 2 charger with a minimum 16 amp output;
- Charger port and NEMA receptacle adapters;





- Labor costs to prepare site, prepare and submit permits, install charger, and time to be present for final inspections;
- Permit fees;
- Panel and sub-panel upgrades;
- Material costs including, but not limited to conduit, wire, breakers, and miscellaneous fittings and connectors; and
- Necessary sales taxes and shipping and handling fees.

### ***Installation Estimate***

Participant must submit a home charger installation estimate or portable charger estimate to GRID Alternatives or the Air District within 60 days of purchasing an eligible vehicle and prior to installation. To receive approval, submit the Installation Estimate (see Electric Vehicle Charger Rebate Manual, Attachment A and D) form along with the contractor's official estimate to [cleancars@gridalternatives.org](mailto:cleancars@gridalternatives.org). Participant's full name and installation address should appear on the estimate.

### ***Approval***

Once Participant receives approval from GRID Alternatives or Air District staff, they may purchase the approved portable level 2 charger or purchase the approved level 2 home charger and move ahead with the installation at the approved address. Participants installing a home charger may only proceed with the approved, licensed contractor that provided the estimate. If Participant decides to use a different contractor than the one Participant received approval for or decides to install the charger at an address different than the approved address, the Participant must submit a new Installation Estimate form to receive another approval. Minimal changes to project costs, home charger selection, and scope of work (e.g., additional electrical work necessary to the charger installation) after an estimate approval do not require resubmission as long as they meet program requirements and must be reflected in the Home Charging Invoice Summary Form (see Home Electric Vehicle Charger Installation Manual, Attachment C) and supporting documents with the final reimbursement request.

### ***Installation***

Participant must complete all installations within 60 days of receiving approval. Exemptions may be granted on a case-by-case basis. Level 2 home chargers can be plugged into an existing 208-volt or 240-volt NEMA outlet or Participant may install an outlet or have the charger directly hard wired to an electric service panel.

Any required permits must be secured, and any work done must be coordinated with utility companies and permitting agencies as required by state and local laws. Required permits and associated costs must be submitted in order to receive reimbursement.

Participant must either be the property owner of the residence where the charging station is installed or Participant must receive written permission from the property owner (e.g., landlord, homeowners' association, etc.). EVSE must be installed at the home address listed on the CCFA application, unless approved by the Air District.





***Licensed Contractors***

Participant must use a contractor with a valid California State License Board (CSLB) C-10 or C-46 License and at least one electrician on each crew, at any given time, must hold an [Electric Vehicle Infrastructure Training Program \(EVITP\)](#) certification as required by Assembly Bill 841 (Ting, 2020) and [California Public Utilities Code \(CPUC\) section 740.20](#).

Participant certifies that any EVSE installations will comply with all AB841 (2020) requirements or describe why the AB 841 requirements do not apply to the project. The EVITP certification requirement does not apply to single-family home residential electric vehicle chargers that use an existing 208/240-volt outlet.

Installations performed by non-licensed contractors and contractors who are not EVITP certified are not eligible for reimbursement, unless approved by the Air District. Participant and household members may not perform any installations, even if they are a licensed contractor. Participant should check their [contractor's license number](#) and [EVITP certification number](#) to verify they are current and active.

Participant will pay the licensed contractor directly for the invoice balance after the installation is completed. The Air District will not directly reimburse contractors and will directly reimburse Participant after a reimbursement request with all required documentation is submitted and approved.

***Reimbursement***

Once a Level 2 home charger is installed, Participant must receive a valid itemized invoice and proof of payment from the licensed contractor. Participant must submit a completed Reimbursement Request Form (see Electric Vehicle Charger Rebate Manual, Attachment B or E), Invoice Summary Form (see Electric Vehicle Charger Rebate Manual, Attachment C), and supporting documents within 14 days of the installation completion date or final payment of the invoice. Exemptions will be evaluated on a case-by-case basis.

Participant must also submit a photo of the installed charger at their home. If Participant purchases a portable charger, the charger must be shown plugged into the pre-existing NEMA outlet and their replacement vehicle.

Reimbursements shall not exceed the final amount invoiced for the complete installation of a residential Level 2 home charger or \$2,000, whichever is less. For portable chargers, reimbursements shall not exceed the cost of the Level 2 portable charger equipment or \$1,000, whichever is less.

Reimbursement checks will be mailed out by the Air District within approximately 90 days of receiving a correctly filled out Reimbursement Request Form (see Electric Vehicle Charging Incentives Manual, Attachment B or E) and required supporting documents.

***Electric Vehicle Charge Card***

Participants that purchase a plug-in hybrid or battery electric vehicle through CCFA, and do not select the level 2 home charger installation or portable charger option, are eligible for an EV charge card with an amount up to \$1,000. The EV charge card is only available to new Participants that submit a CCFA application after February 2, 2024 and is subject to funding availability. The incentive amount may



change or be eliminated based on funding availability. The Air District may provide a different public charge card amount for Participants that purchase a PHEV instead of a BEV.

The EV charge card will be distributed via pre-paid cards by Prepaid Expense Card Solutions, or PEX cards, and can be used to pay for charging sessions to charge an electric vehicle at Level 1, Level 2 and Level 3 (DC fast) charging stations that are open to the public or may have restricted access, such as workplaces, multifamily residential properties, and private parking lots. The Air District provides an eligibility list of EV charging providers that the card is designed to work with, but the card may not work in cases where the charging station operator is not using standard merchant names or EV charging merchant codes. The Air District does not provide reimbursement for EV charging costs incurred by the Participant outside of the EV charge card.

The EV charge card may only be used to pay for EV charging. Any other purchases, including alternative fuels (gasoline, hydrogen, biofuel, natural gas, etc.), charging station equipment, personally owned EV chargers, adapters, batteries, electricity costs, insurance, vehicle connectivity services or upgrades, or any merchandise sold by vendors are not eligible. Note that the Air District is notified of all transactions, and all attempted transactions, made with the EV charge card. Participant agrees that failure to abide by all applicable guidelines in this Terms and Conditions, as well as the Electric Vehicle Charging Incentives Manual, and any transactions, or attempted transactions, for anything other than EV charging from an EV charging station provider will be considered fraudulent and are subject to repayment, cancellation of the card, and forfeiture of any remaining grant funds.

Participants have 12 months from the date the EV charge card is issued to expend funds. After the 12 months have elapsed, any unspent funds will expire, be forfeited, and returned to the CCFA program. If at any time, the EV charge card falls below \$50, the Participant will have 30 days to spend any remaining funds. Any unspent funds will expire and be forfeited. Participants may not be able to use the full amount of an issued PEX card due to charging station providers preauthorizing charges. For example, if a Participant has only \$10 remaining on their EV charge card and they try to use a charger where the charging station provider requires a \$50 pre-authorization amount, the card will be declined for insufficient funds.

Participant must complete their Post-Inspection and submit a request for an EV charge card within 60 days of purchasing or leasing a plug-in hybrid or battery electric vehicle.

### **Mobility Options**

Mobility Options grant funding will be distributed via PEX cards and will be valid for either 30 months from the date on the Award Letter or until all funds are expended, whichever occurs sooner. If, at any time, the Participant's card falls below \$300 for Mobility Options, the Participant will be given 30 days to spend the remaining funds. Any unspent funds will expire, be forfeited, and returned to the CCFA program. Exceptions may be considered on a case-by-case basis at the Air District's discretion. The Air District may recapture any unused funds 30 months after the Mobility Option Award Letter date or if the remaining balance of funds falls below \$10.00.

Grantees may only use the funds on these cards for approved purchases under the Mobility Option program. **Participant that uses their PEX card for non-approved or ineligible purchases must reimburse the Air District for any funds spent on non-approved purchases and may forfeit their award in its entirety.** Approved purchases under the Mobility Option program currently include Bay Area public



transit fares through Clipper Card. E-bikes and select accessories are eligible, but require written approval from the Air District prior to any purchases being made.

**Public Transit**

Participant that selects the \$7,500 grant for public transit will be mailed a PEX card within approximately 30 days of their Award Letter issue date. After Participant registers the PEX card, the full grant amount will be loaded onto the card and include a monthly spending limit of \$600 per Participant and per member of Participant’s household. Participants that require more than \$600 per month may submit a request to the Air District by emailing [cleancarsforall@baaqmd.gov](mailto:cleancarsforall@baaqmd.gov) to increase the monthly spending limit. Household, as defined above, includes all individuals listed in the Participant tax return submitted in the CCFA Application or household members included in the Income Affidavit.

The PEX card can only be used to load funds onto a **Clipper Card** ([clippercard.com](http://clippercard.com)), which must be used by Participant (and members of their household as indicated on their CCFA application) on any of the following Bay Area transit systems:

- AC Transit
- BART
- Caltrain
- City Coach
- County Connection
- Dumbarton Express
- FAST
- Golden Gate Transit and Ferry
- Marin Transit
- Muni
- Petaluma Transit
- SamTrans
- San Francisco Bay Ferry
- Santa Rosa CityBus
- SMART
- SolTrans
- Sonoma County Transit
- Tri Delta Transit
- Union City Transit
- VINE
- VTA
- WestCAT
- Wheels

Participant agrees to not use PEX card for any purpose other than the purchase of public transit funds via Clipper Card to be used for public transit by Participant and members of their household unless Participant has selected, and the Air District has approved, pairing the Public Transit mobility option with another mobility option, in which case funds may be used for both public transit and another Air District-approved mobility option.

After signing these Terms and Conditions, Participant will receive a CCFA Award Letter that shows the selected Mobility Option. After receiving the Mobility Option Award Letter, Participant agrees to scrap their old vehicle at an Air District-authorized dismantler within 30 days. The authorized dismantler will then submit proof to the Air District that Participant’s vehicle was scrapped. Exceptions to the 30-day requirement may be granted on a case-by-case basis. If the Air District does not receive proof that Participant’s vehicle was scrapped, Participant shall repay the Air District for any spent grant funds and forfeit any remaining unspent grant award.

Use of PEX card for any purpose other than that allowed in this agreement is prohibited, and Participant agrees to reimburse the Air District for any ineligible purchases. Participant agrees that the PEX card and Clipper Cards may not be sold, nor can they be transferred to anyone outside of Participant’s household.



Participant agrees that failure to abide by all applicable guidelines in this Terms and Conditions, as well as the Mobility Options Manual will result in forfeiture of any remaining funds in the grant award.

### ***Electric Bicycles (E-bikes)***

Participant is eligible for a maximum award of \$7,500 for the purchase of e-bike(s) and accessories. Participant must purchase an e-bike<sup>1</sup>; no conversions, retrofits, bicycles, mopeds or scooters are allowed. Participant may purchase multiple e-bikes up to the number of people in their household, as listed in their application. For example, a family of four may purchase up to four e-bikes, while an individual applicant with a household of one may only purchase one e-bike.

There are no restrictions on makes or models of e-bikes or accessories, but items must be approved by the Air District before purchasing. There are no price caps on e-bikes or accessories. Participant may request a list of eligible accessories from the Air District. Any remaining grant after the purchase of the e-bike(s) and accessories will be automatically reserved on the PEX card for public transit purchases (e.g., one e-bike for \$4,000 and \$3,500 for public transit).

Participant must own the purchased e-bike and accessories for 12 months. If the Air District discovers Participant has sold their e-bike or accessories prior to 12 months of ownership, the Air District will review the situation on a case-by-case basis and may seek a pro-rated reimbursement of the e-bike and accessories from Participant.

After signing these Terms and Conditions, Participant will receive a CCFA Award Letter that shows the selected Mobility Option. After receiving the Mobility Option Award Letter, Participant agrees to scrap their old vehicle at an Air District-authorized dismantler within 30 days. The authorized dismantler will then submit proof to the Air District that Participant's vehicle was scrapped. Exceptions to the 30-day requirement may be granted on a case-by-case basis. If the Air District does not receive proof that Participant's vehicle was scrapped, Participant shall repay the Air District for any spent grant funds and forfeit any remaining unspent grant award.

Use of PEX card for any purpose other than that allowed in this agreement is prohibited, and Participant agrees to reimburse the Air District for any ineligible purchases. Participant agrees that the PEX card may not be sold, nor can it be transferred to anyone outside of Participant's household. Participant agrees that failure to abide by all applicable guidelines in this Terms and Conditions will result in forfeiture of any remaining funds in the grant award.

### **Fraud**

Participant is responsible for ensuring the accuracy of the information provided in their grant application and the required documentation submitted to the Air District. Submission of false information on any required document may be considered a criminal offense and is punishable under penalty of perjury under the laws of the State of California. The Air District may recoup funds that were dispersed based upon misinformation or fraud. The Air District retains the authority to prohibit any entity from participating in the Clean Cars for All Program due to non-compliance with project requirements or

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<sup>1</sup> An e-bike (or electric bicycle) is a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts. Class 1, 2, and 3 electric bicycles as defined in Assembly Bill 1096 and Section 312.5 of the California Vehicle Code are all eligible.



fraud. The Air District or its designee reserves the right to forward Participant information to the Franchise Tax Board or other appropriate agency. Participant should also be aware that the California False Claims Act permits the Attorney General to bring a civil law enforcement action to recover treble damages and civil penalties against any person who knowingly makes or uses a false statement or document to either obtain money or property from the State of California or local government entity or avoid paying or transmitting money or property to the State of California or local government entity.

### **Reports and Surveys**

Participant agrees to submit an online report after the vehicle is purchased and at 12 months, 24 months, and 30 months from the date a vehicle is purchased or leased. Participants that submit an application and do not participate in the program shall also submit a survey. Participant agrees to submit reports to the Air District within 14 days of the report due date.

### **Ownership and Operation Period**

Participant agrees to retain ownership of the replacement vehicle purchased or leased for a minimum of thirty (30) months from the date of purchase or lease. The vehicle must be registered in the State of California for duration of the 30-month ownership period.

A Participant who is required to reimburse their vehicle grant may do so at a prorated amount, based on the length of time they have owned or leased the clean vehicle. A credit of \$1,200 will be applied to the prorated repayment amount to account for the vehicle that was scrapped through the program. This amount aligns with the Air District's Vehicle Buy Back Program, which provides \$1,200 for Bay Area residents to retire a qualifying operational vehicle. The prorated reimbursement will be calculated using Formula 1. If a Participant retains ownership of their vehicle, but no longer owns and operates their program funded EVSE, a prorated amount of the grant will be required to be reimbursed.

Participants must own e-bike(s) and accessory(ies) purchased for 12 months. If the Air District becomes aware that Participant sells their e-bike or accessories, the Air District will review the situation on a case-by-case basis and may seek a pro-rated reimbursement of the e-bike and accessories from a Participant, based on the length of time they have owned the e-bike. The number of months remaining will be rounded up if the partial month is over 15 days and rounded down if it is at or below 15 days. The prorated reimbursement will be calculated using Formula 2.

The Air District will use the following repayment formulas and round the number of months down to the nearest whole number.



**Formula 1: \$ Vehicle and EVSE (home charger and portable charger) Repayment Amount =**

$$\frac{(\text{vehicle award} - \text{VBB scrap value}) + \text{EVSE award}}{30 \text{ months}} (30 - \# \text{ vehicle operational period months})$$

**Formula 2: \$ Charging Card Repayment Amount =**

$$\frac{\text{charge card award}}{12 \text{ months}} (12 - \# \text{ charge card operational period months})$$

**Formula 3: \$ Ebike Repayment Amount =**

$$\frac{e - \text{bike cost}(s)}{12 \text{ months}} (12 - \# \text{ ebike operational period months})$$

Participants must notify the Air District within 30 days by emailing [cleancarsforall@baaqmd.gov](mailto:cleancarsforall@baaqmd.gov) if for any reason they are not able to meet the ownership requirement and may be required to repay a prorated amount of the grant.

Participants who fail to reimburse a grant when required will not be eligible to participate in CCFA or any other Air District or CARB-funded incentive again and legal action may be taken to recoup funds.

### **Change of Address**

Participant must notify the Air District within 30 days if they move or change their address within the 30-month ownership period.

### **Extensions**

Air District may grant extensions for deadlines to Participant on a case-by-case basis. Extensions are dependent on funding availability, necessity, and are not guaranteed.

### **Waitlists**

Applying to the CCFA Program does not guarantee a grant. Grants are subject to available funding and applications may be cancelled or moved to a waitlist if no funding is available. If funds become available, grants will be given to qualified participants on the waitlist on a first come, first served basis, but the Air District reserves the right to prioritize applications, based on objective factors, at its discretion. Participants on the waitlist must maintain eligibility for the program and the Air District may request additional information upon application review.

### **Indemnification and Assumption of Risk**

Participant agrees to indemnify and defend the Air District and its Directors, employees, and agents against any and all claims, loss, damage, or liability that arise out of, or is in any way connected with, the installation or use of equipment purchased with Air District funds. In addition, Participant agrees to assume all risk of damage to property or injury to persons that may occur from equipment purchased or work conducted that was paid for with Air District funds.

### **Termination**



The Air District may terminate applications or Award Letters at any time if funding is exhausted, Participants do not meet eligibility or program requirements, Participants do not meet required deadlines (e.g. requests for additional documentation or information or Award Letter has expired), or Participant has communicated they do not wish to move forward with the program.

**Non-Discrimination**

The Air District does not discriminate on the basis of race, national origin, ethnic group identification, ancestry, religion, age, sex, sexual orientation, gender identity, gender expression, color, genetic information, medical condition, or mental or physical disability, or any other attribute or belief protected by law.

**Public Records Request**

Participant understands and accepts that any information provided to the Air District may be subject to public disclosure.

**Failure to provide true information or to adhere to any of the Clean Cars for All Program Terms and Conditions will result in forfeiture of the award. The Air District reserves the right to modify the Clean Cars for All Program Terms and Conditions at any time.**

SAMPLE