Implementation Manual for the Clean Truck and Bus Voucher Incentive Project (HVIP)

August 14, 2025







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I. Introduction and Regulatory Context

The Clean Truck and Bus Voucher Incentive Project (HVIP), formerly the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project, accelerates the deployment of zero-emission and plug-in hybrid trucks and buses and trucks equipped with electric power take off (ePTO) systems in California. HVIP benefits the residents of California by stimulating deployment of advanced clean commercial vehicles, improving community health with immediate air pollution emission reductions, as well as reducing greenhouse gas emissions to help meet State climate goals, and yielding substantial economic benefits. It is implemented through a partnership between the California Air Resources Board (CARB) and a grantee, selected via a competitive CARB grant solicitation. HVIP provides vouchers on a first-come, first-served basis in most cases.

There are several key pieces of legislation that provide the overall policy framework and funding to support HVIP. In 2007, Governor Schwarzenegger signed into law the *California Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007*. Assembly Bill (AB) 118 (AB 118, Statutes of 2007, Chapter 750) created the Air Quality Improvement Program (AQIP), a voluntary incentive program implemented by CARB, to fund clean vehicle and equipment projects, air quality research, and workforce training.

As required in Health and Safety Code (HSC) Section 44274(a), the Board adopted implementation guidelines in 2009 for AQIP. The Guidelines for the AB 118 Air Quality Improvement Program (Guidelines) define the overall administrative requirements, policies, and procedures for program implementation based on the framework established in statute.

In 2012, the legislature passed, and Governor Brown signed into law, three bills—AB 1532 (Pérez, Chapter 807), SB 535 (de León, Chapter 830), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39s)—that established the Greenhouse Gas Reduction Fund (GGRF) to receive Cap-and-Invest auction proceeds and to provide the framework for how the auction proceeds will be administered to further the purposes of AB 32 (Núñez, Chapter 488, Statutes of 2006). Cap-and-Invest auction proceeds have been appropriated to CARB for low carbon transportation projects that reduce greenhouse gas (GHG) emissions, with an emphasis on investments that benefit the State's disadvantaged communities. Per statute these funds must be used to further the purposes of AB 32. The low carbon transportation investments build upon and greatly expand existing advanced technology and clean transportation programs, which provide mobile source incentives to reduce criteria pollutant, air toxic, and GHG emissions. In 2016, AB 1550 (Gomez, Chapter 369, Statutes of 2016) established disadvantaged community, low-income community, and low-income household targets for the State's Cap-and-Invest auction proceeds investments.

Senate Bill (SB) 1204 (Lara, Chapter 524, Statutes of 2014) guides CARB's heavy-duty vehicle investments funded with Cap-and-Invest auction proceeds. SB 1204 creates the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program

intended to help accelerate the introduction of the next generation of cleaner heavy-duty vehicles and engines with a priority on projects that benefit disadvantaged communities. Among other requirements, SB 1204 directs CARB to develop an annual framework and plan to guide these investments. The Three-Year Investment Strategy for Heavy-Duty Vehicles and Off-Road Equipment included in the annual Funding Plan is designed to help address this requirement.

In 2020, Governor Gavin Newsom issued Executive Order N-79-20, mandating that all new passenger vehicles sold in California be zero-emission by 2035, with medium- and heavy-duty vehicles to follow by 2045. This directive is central to California's climate strategy, aiming to reduce emissions from the transportation sector—one of the state's largest sources of air pollution. Zero-emission vehicles (ZEVs), including battery-electric and hydrogen fuel cell vehicles, are key to this transition. Supporting policies like CARB's Advanced Clean Trucks regulation accelerate the shift to zero-emission trucks beginning in 2024. The order is expected to improve public health, create green jobs, and reduce healthcare and energy costs. California has already exceeded its interim goal of 1.5 million ZEVs, signaling strong progress toward the 2035 target.

In addition, Executive Order N-27-25, issued by Governor Gavin Newsom on June 12, 2025, reaffirms California's commitment to transitioning to zero-emission vehicles despite federal rollbacks. The order directs the California Air Resources Board (CARB) to develop the Advanced Clean Cars III regulation to reduce emissions and ensure continued progress toward clean air and climate goals. It also instructs CARB to maintain public lists of manufacturers and fleets that remain compliant with California's clean vehicle standards, which will guide state procurement and incentive programs. Additionally, the order prioritizes funding for compliant manufacturers and fleets and continues efforts under the Clean Truck Partnership, ensuring California maintains its leadership in clean transportation regardless of federal challenges.

The Implementation Manual, in conjunction with the Guidelines, and the corresponding Funding Plans identify the minimum requirements for implementing HVIP. The Implementation Manual may be periodically updated as needed to clarify project requirements and improve project effectiveness. The Implementation Manual, including any updates, will be posted on CaliforniaHVIP.org and sent via email to subscribers of the HVIP listsery.

Table 1 clarifies which fiscal year coincides with which HVIP project year.

Table 1: Fiscal Year/HVIP Project Year

Fiscal Year	HVIP Project Year
FY 2009-10	Year 1
FY 2010-11	Year 2
FY 2011-12	Year 3
FY 2012-13	No HVIP Funding
FY 2013-14	Year 4
FY 2014-15	Year 5
FY 2015-16	Year 6
FY 2016-17	Year 7
FY 2017-18	Year 8
FY 2018-19	Year 9
FY 2019-20	Year 10
FY 2020-21	Year 11
FY 2021-22	Year 12
FY 2022-23	Year 13
FY 2023-24	Year 14
FY 2024-25	Year 15

A. Innovative Clean Transit Regulation

In December 2018, CARB replaced the Fleet Rule for Transit Agencies with the <u>Innovative</u> <u>Clean Transit (ICT) Regulation</u>. The ICT regulations, title 13, article 4.3, California Code of Regulations, apply to a transit agency that owns, operates, leases, rents, or contracts with another entity to operate buses in California. Vehicles that operate on rails, trolleybuses, or school buses, even if operated by a transit agency are excluded from the regulations, as well as Caltrans, Caltrain, Amtrak, or any local school district.

Starting in 2022, any transit agency subject to the ICT Regulation (Title 13, California Code of Regulations, section 2020(b)) must be in compliance with all regulatory requirements and reporting in order to receive HVIP funds. HVIP voucher requests for applicable transit agencies submitted during or after 2022 will not be redeemed if the purchaser is not in compliance with ICT. HVIP will remain available to fleets purchasing a zero-emission bus prior to compliance deadlines or in excess of regulatory requirements and HVIP-funded vehicles purchased prior to or in excess of regulatory requirements can be used to count toward future requirements, where applicable. Additionally, HVIP will consider all transit agencies to be exceeding regulatory requirements and eligible to request HVIP funding if the total number of ZE transit buses operating in the state exceeds Innovative Clean Transit requirements.

B. Clean Truck Check

Senate Bill 210 (Leyva; Chapter 298, Statutes of 2019) directed CARB to develop and implement a comprehensive heavy-duty vehicle inspection and maintenance (HD I/M) regulation to ensure that vehicles' emissions control systems are properly functioning when traveling on California's roadways.

The Board approved the regulation on December 9, 2021, with implementation starting January 2023. Dubbed Clean Truck Check, the program combines periodic vehicle testing requirements with other emissions monitoring techniques and expanded enforcement strategies to identify vehicles in need of emissions related repairs and ensure any needed repairs are performed. When fully implemented, the program will provide significant reductions in smog-forming and carcinogenic toxic air pollution necessary to achieve federal air quality mandates and healthy air in California's communities.

Clean Truck Check applies to most diesel and alternative fuel vehicles with a gross vehicle weight rating (GVWR) over 14,000 pounds including out-of-state and out-of-country vehicles, transit shuttle and school buses, agricultural vehicles and personal use motorhomes. The rule requires that the vehicle be tested regularly to ensure all emissions equipment is functioning properly, report the testing data to CARB and pay an annual compliance fee.

C. Project Framework

The following section outlines the timeline and key steps involved in obtaining an HVIP voucher. Figure 1 presents a high-level overview of the process. It begins with an original equipment manufacturer (OEM) producing a vehicle that meets HVIP eligibility criteria. For details on qualifying technologies and the application process, refer to Section II – Vehicle Technology Eligibility or visit <u>CaliforniaHVIP.org</u> for a current list of eligible vehicles. for a current list of eligible vehicles.

Once a vehicle is approved, it can be sold by an HVIP-approved dealer to an eligible purchaser. At the point of sale, a voucher incentive—based on the values provided in Section III - Voucher Requirements—is applied as a discount to the vehicle's price. After the vehicle is delivered, the dealer redeems the voucher, and the purchaser must ensure that the vehicle operates in California for a minimum of three years. Additional information on dealer and purchaser obligations can be found in Section IV - Duties and Requirements.

Figure 1: HVIP Overview¹

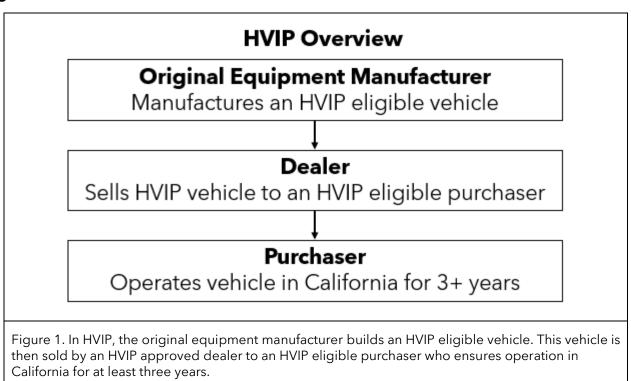


Figure 2 is an overview of the voucher process in three stages: 1) Voucher request, 2) Voucher Redemption, and 3) Operation.

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¹ In HVIP, the original equipment manufacturer builds an HVIP-eligible vehicle. This vehicle is then sold by an HVIP-approved dealer to an HVIP-eligible purchaser who ensures operation in California for at least three years.

A voucher will not be issued unless the OEM, dealer, and purchaser each meet all eligibility and compliance requirements outlined in the HVIP Implementation Manual. Once the voucher request is reviewed and approved by CARB or its grantee, the voucher is created, the vehicle identification numbers (VINs) are uploaded to the Voucher Processing Center (VPC), and the vehicle is built. After the vehicle is completed and all necessary information is verified, the redemption process begins. When all redemption requirements are satisfied, the voucher is paid. The purchaser must then ensure the vehicle operates in California for at least three years. For more details on voucher processing, see <u>Appendix D</u>.

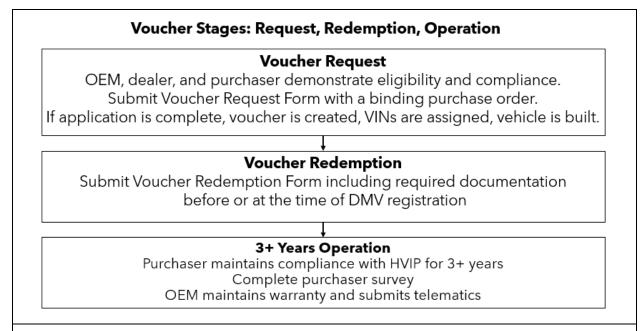


Figure 2: Voucher Process Overview²

During a voucher request the OEM, dealer, and purchaser demonstrate eligibility and compliance. Once the request is deemed eligible, a voucher is created and the vehicle is built. After the vehicle is built, redemption processing begins. When redemption is complete, the purchaser ensures vehicle operation in California for three or more years.

Each voucher processing stage consists of milestones listed below. At a minimum these milestones must be completed to progress through voucher processing. Milestones that do not meet the requirements outlined throughout the HVIP Implementation Manual will delay voucher processing.

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² During a voucher request the OEM, dealer, and purchaser demonstrate eligibility and compliance. Once the request is deemed eligible, a voucher is created, and the vehicle is built. After the vehicle is built, redemption processing begins. When redemption is complete, the purchaser ensures vehicle operation in California for three or more.

Voucher Request					
☐ Submit a complete Voucher Request Form					
☐ Upload signed, binding purchase order (PO)					
☐ Disclose all sources of public funding					
☐ Demonstrate HVIP eligibility					
□ CA#					
□ DOT#					
□ AB 794					
☐ Proof of business in CA for 1+ years					
☐ Proof of fleet size					
Voucher Created					
☐ VINs are assigned					
☐ VIN and VECI match or attest					
Voucher Redemption					
☐ Submit a complete Voucher Redemption Form					
☐ Final payment from purchaser					
☐ Signed final invoice					
☐ Financial documentation					
☐ Submit Vehicle Inspection Form					
☐ Proof of mileage and delivery					
☐ DMV registration after above documentation submitted					

Operation				
☐ Maintain compliance				
☐ Operate vehicle in CA for 3+ years				
☐ Submit annual surveys				
☐ Submit telematics reports				
☐ OEM warranty				
☐ Keep written records for 3+ years				

II. Vehicle Technology Eligibility

This section describes the minimum criteria necessary for a vehicle to obtain HVIP eligibility. Once a vehicle becomes HVIP eligible, the vehicle must continually meet the minimum criteria as stated. If a vehicle fails to continually meet the minimum eligibility criteria, the vehicle will become ineligible and will be removed from the list of eligible vehicles at CARB's sole discretion. Additionally, if a vehicle associated with a voucher request fails to meet the minimum eligibility criteria, the voucher request will be cancelled at CARB's sole discretion. If a vehicle has already been delivered and received HVIP funding, and is later found to be ineligible, the manufacturer will be responsible for returning the full amount of the HVIP voucher upon request by the grantee or CARB. It is the responsibility of the manufacturer to request initial vehicle eligibility, and to ensure the vehicle meets the minimum eligibility criteria at time of vehicle delivery and voucher redemption. The manufacturer is also responsible for informing the HVIP Project Liaison if an HVIP-eligible vehicle does not meet the minimum eligibility criteria at the time of vehicle delivery and voucher redemption.

CARB is responsible for evaluating and approving the eligibility of vehicles for HVIP funding. CARB, at its sole discretion, may inspect vehicles to ensure the vehicles meet all applicable local, state, and federal laws, ordinances and requirements, including but not limited to CARB certification and all applicable safety and air quality regulations. Any dealer or manufacturer that participates in HVIP must allow CARB to inspect HVIP-funded vehicles upon request or they may be deemed ineligible for HVIP and required to pay back voucher funds. Vehicles that do not comply with all applicable local, state, and federal laws can be deemed ineligible for funding. Vehicle eligibility applications are found in Application submittal instructions and an updated list of eligible vehicles are found at CaliforniaHVIP.org.

Approved zero-emission vehicles and vehicles and engines meeting the optional standard of 0.01 g/bhp-hr NOx (Low NOx) will remain eligible for two years following the year they are initially submitted. For example, in 2024 the model years 2022, 2023, and 2024 are eligible for HVIP, while previous model years are not. HVIP eligibility per <u>Appendix A</u> must be completed for each eligible model year. ePTO systems may be approved for HVIP eligibility for a vehicle model year range of up to five model years. The model years must be identified on the ePTO system eligibility application.

All manufacturers of HVIP-eligible vehicles that are subject to recalls reported to the National Highway Traffic Safety Administration (NHTSA) must provide a copy within 30 days of the NHTSA filing to hvip@arb.ca.gov.

A. Requirements for All Vehicles

The vehicle, including the propulsion system, powertrain/drivetrain, batteries/energy storage system(s) and engine (if applicable) must be covered by a manufacturer warranty. The engine warranty requirements in HVIP applies to vehicles receiving funding and is not intended to supplant or limit the certification requirements. With the exception of new and repowered vehicles using engines certified to the optional Low NOx standard of 0.01 g/bhp-hr and ePTOs, HVIP eligibility applies only to vehicles identified on CARB Executive Orders (EO).

- 1. Prior to approving a vehicle model for addition to the List of Eligible Vehicles (Vehicle Catalog), CARB may request that the manufacturer provide copies of representative vehicle, engine and battery warranties and a description of the manufacturer's plans to provide warranty and routine vehicle service. HVIP vehicles must provide one of two warranty options described below. A manufacturer has the option to provide either warranty on any vehicle.
 - a) The warranty must provide protection for a minimum of three years or 50,000 miles, whichever comes first, and provide full warranty coverage of, at a minimum: motor, propulsion system, powertrain/drivetrain, battery, parts and labor; or
 - b) The warranty must provide protection for a minimum of two years or 100,000 miles, whichever comes first, and provide full warranty coverage of, at a minimum: motor, propulsion system, powertrain/drivetrain, battery, parts and labor.
- 2. A vehicle is not eligible for an HVIP voucher if the same make and model is receiving public incentive funding as a research vehicle. However, vehicles of the same make and model that are part of pre-commercial demonstration or pilot deployment projects may still qualify for HVIP. To be eligible, the vehicle's VIN must not match any VIN associated with those demonstration or pilot projects.
- 3. The vehicle must be part of a commercial, non-profit, or public fleet. Personal vehicles do not qualify for HVIP funding.
- 4. Vehicles that are approved for the Clean Vehicle Rebate Project (CVRP) are not eligible to participate in HVIP.
- 5. Pickup trucks and recreational vehicles/housecars are not eligible for HVIP. A pickup is defined by the California DMV as a motor truck with a GVWR of less than 11,500 pounds and equipped with an open box-type bed less than 9 feet in length. (Section 471 of the Vehicle Code). Housecars are motor vehicles originally designed, or permanently altered, and equipped for human habitation, or to which a camper has been permanently attached (Section 362 of the Vehicle Code).

- 6. The chassis of any vehicle receiving an HVIP voucher must be titled and licensed in California and the vehicle must be California-registered. The delivered chassis must match the chassis listed on the corresponding CARB EO.
- 7. HVIP adheres to the California Department of Transportation's definition of a completed vehicle, which stipulates that the vehicle must have a VIN tag indicating its completion. Typically, if a vehicle is not fully completed at the production facility, a body must be installed, resulting in a supplemental VIN tag from the body upfitter.
- 8. HVIP-eligible vehicles must be purchased from a dealer approved by the grantee to participate in HVIP.
- 9. To be eligible, vehicles must have at least one California-based service facility affiliated with the manufacturer. This facility must be capable of providing dealer product training, as well as vehicle service, warranty service, and repairs. Additionally, both the vehicle manufacturer and any affiliated California-based service providers must be able to support vehicle service, warranty service, and repairs throughout the state.
- 10. No retrofits or other hardware or software modifications that significantly impact the vehicle's emissions characteristics are permitted. (California Vehicle Code Section 27156).
- 11. The vehicle must meet all applicable local, state, and federal laws, ordinances and requirements, including but not limited to all applicable safety and air quality regulations.
- 12. Vehicles with lead-acid batteries used for traction power or ePTO operation are not eligible for HVIP. Lead-acid batteries may be used to power accessories or other justified uses.
- 13. For all HVIP-funded school buses, California Highway Patrol (CHP) certification is required. It is the responsibility of the school district to obtain CHP certification once the school district takes possession of the school bus.
- 14. Except for emergency response vehicles, vehicles with on board combustion technology used for the purposes of increasing vehicle range and/or providing auxiliary power are not eligible for HVIP.
- 15. **Telematics data:** All vehicles, except military vehicles, shall be equipped with a data acquisition system capable of collecting vehicle Global Positioning System (GPS) data and vehicle mileage. Additional telematics requirements for ePTO vehicles are covered separately in section II(D)(6). Each vehicle manufacturer shall be responsible for providing quarterly reports for each HVIP-funded vehicle to the grantee. Each quarterly report shall have current quarterly and cumulative data listing the following information for each HVIP-funded vehicle:

- a. Hours and percentage of total time when the vehicle is operating (operating would mean vehicle is "key on") within a disadvantaged community (DAC)³.
- b. Percentage of days when workday is ended in a DAC.
- c. Total miles driven and the percentage of those miles traveled within a DAC.
- d. Each report shall be broken into two groups:
 - i. Vehicles domiciled in a DAC.
 - ii. Vehicles not domiciled in a DAC.
- e. Grantee shall provide the vehicle manufacturer(s) a list of vehicles to be included in each quarterly report.
- f. Vehicle manufacturers shall provide a minimum of three years of data for vehicles from the date of voucher payment.
- g. HVIP defines DAC eligibility as a vehicle domicile address in any of the following areas of the **Priority Populations Mapping Tool**.
 - i. Disadvantaged communities
 - ii. Disadvantaged and low-income communities
 - iii. Low-income communities within ½ mile of a disadvantaged community
 - iv. Low-income households within ½ mile of a disadvantaged community

All vehicles will need to report DAC data to be used by CARB to analyze funding allocations.

OEMs reporting zero miles for any HVIP-funded vehicles for two consecutive quarters will be required to provide additional documentation as to the reasons for the downtime.

CARB, at its sole discretion, may request additional information such as average energy consumption and/or battery state of charge.

B. New Zero-Emission Vehicles

Hydrogen fuel cell and battery electric vehicles produce zero tailpipe emissions and are eligible for HVIP. Other technologies, which produce zero tailpipe emissions when in operation, may be considered for HVIP eligibility on a case-by-case basis. Hydrogen fuel cell vehicles must not have plug-in capacity. Internal combustion hybrid technology is not eligible for HVIP.

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³ https://calepa.ca.gov/EnvJustice/GHGInvest/

- 1. The vehicle must be a new vehicle as defined in California Vehicle Code Section 430.4
- 2. For the purposes of HVIP, a new chassis that has been converted with aftermarket parts or equipment to create a zero-emission vehicle is not considered a new vehicle, unless the completed zero-emission vehicle has obtained CARB new vehicle certification. An HVIP-eligible vehicle (and vehicle chassis) must be new and not yet have been registered in any state or paid for by the purchaser (other than a vehicle down payment) in order to receive a voucher. Used vehicles (including vehicles used by dealers, manufacturers, or other entities or for demonstration purposes) are not eligible for HVIP.
 - a. Any delivered chassis must match the chassis listed on the corresponding CARB EO.
 - b. A Vehicle Emissions Control Information (VECI) label must be provided on the chassis and the information must match the CARB EO.
 - c. A complete vehicle tag must be displayed on the vehicle.
- 3. Zero-emission vehicle makes/models must fall into one of the following categories to apply to CARB for HVIP eligibility:
 - a. Zero-emission vehicles with a GVWR from 8,501 to 14,000 lbs. that are CARB-certified as Type I, I.5, II or III zero-emission vehicles as defined in the California ZEV Regulation (Section 1962(d)(5)(A), Title 13, California Code of Regulations (CCR) for 2003-2008 model year vehicles and Section 1962.1(d)(5)(A), Title 13, CCR for 2009 and subsequent model years). Those vehicles from 8,501 to 10,000 lbs. GVWR may apply for HVIP eligibility; however, eligibility for this lightest vehicle class is provided on a case-by-case basis only if the vehicle is exclusively for commercial (not personal) use, and meets the intent of HVIP.
 - b. Zero-emission vehicles above 14,000 lbs. GVWR that are CARB-certified. The manufacturer must also certify that the vehicle model complies with all applicable federal safety standards for new motor vehicles and new motor vehicle equipment issued by the National Highway Traffic Safety Administration. The Federal Motor Vehicle Safety Standards are found in Title 49 of the Code of Federal Regulations (CFR) Part 571.

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⁴ Per section 430 of the California Vehicle Code, a "new vehicle" is a vehicle constructed entirely from new parts that have never been the subject of a retail sale, or registered with the California Department of Motor Vehicles, or registered with the appropriate agency or authority of any other state, District of Columbia, territory or possession of the United States, or foreign State, province, or country.

- c. If a written statement and documentation have been previously provided to CARB in the course of applying for CARB approval/certification of the vehicle model, no additional written statement is required.
- 4. The vehicle must demonstrate a minimum 35-mile all-electric range (AER). CARB retains sole authority to determine the appropriate procedure to perform AER demonstration.
- 5. The vehicle must be demonstrably designed exclusively for commercial use (i.e. not intended for private or non-commercial use).
- 6. Zero-Emission Powertrain Certification (ZEPCert) is required for all zero-emission powertrains installed in zero-emission vehicles.

C. Zero-Emission Vehicle Conversions

This section applies to new or in-use vehicles with any fuel type that convert to zeroemission, including battery electric and hydrogen fuel cell technologies. Hydrogen Fuel cell vehicles must not have plug-in capacity.

- 1. For conversions of any type of vehicle to zero-emission, the aftermarket conversion kits must receive an <u>exemption EO from CARB</u>.
- 2. A voucher will not be issued until the vehicle conversion is verified by the grantee, CARB, or CARB's designee.
- 3. The maximum chassis age for zero-emission vehicle conversions is ten years. CARB may consider chassis older than ten years on a case-by-case basis.
- 4. Refer to the voucher tables in this document for zero-emission vehicle conversion voucher amounts.
- 5. Conversions must demonstrate proof of compliance with the AER requirements.
- 6. If a vehicle has an Executive Order Relating to Conversion of On-Highway Vehicles to Electricity, (Conversion EO) the vouchers requested for that vehicle must be a Conversion Voucher.

D. Vehicles with ePTO

The following vehicle eligibility requirements apply to vehicles equipped with ePTO

- 1. Vehicles with an ePTO powered by lead acid battery technology are not eligible.
- 2. Vehicles whose ePTO is powered by a battery chemistry other than lithium ion or other zero-emission technology will be considered for HVIP funding eligibility on a case-by-case basis, with voucher amounts dependent upon technology incremental cost, potential for technology transfer to other vehicle or equipment applications, and other criteria.

- 3. An ePTO system must use alternating current (AC) to power the electric motor and have a voltage of at least 40 volts. An ePTO system using direct current may be approved by CARB Project Liaison on a case-by-case basis based upon evidence the system is robust and will not compromise workplace safety.
- 4. The vehicle ePTO system must demonstrate ability to charge from the battery manufacturer recommended minimum state-of-charge (i.e., the remaining battery voltage defined by the manufacturer at which the vehicle engine will turn on to recharge the ePTO battery) to fully charged within twelve hours when plugged in. The manufacturer recommended minimum state-of-charge utilized during HVIP eligibility application ePTO demonstration may not be adjusted in-use for a minimum of three years from the vehicle's HVIP voucher redemption date.
- 5. When the ePTO system is engaged at the jobsite, heating, ventilation, and air conditioning (HVAC) cab comfort must be powered by the ePTO battery.
- 6. In addition to the telematics requirement for all vehicles, ePTO vehicles should report time and location when operating in ePTO mode.
- 7. Each report shall be broken into two groups:
 - a. Vehicles domiciled in a DAC.
 - b. Vehicles not domiciled in a DAC.
- 8. Grantee shall provide manufacturer a list of vehicles for each quarterly report.
- 9. Vehicle manufacturers shall provide a minimum of three years of data for vehicles from the date of voucher payment.
- 10. For DAC mapping data files, visit **CARB's Priority Populations Mapping Tool**.
- 11.Class 5 (GVWR 16,001 to 19,500)/6 (GVWR 19,501 to 26,000) ePTO Plug-In Requirement:
 - a. Class 5 (GVWR 16,001 to 19,500)/6 (GVWR 19,501 to 26,000) ePTO Plug-In Vehicle purchasers must agree to provide access to necessary charging equipment at the domicile location, or a copy of their company's charging policy showing plug-in access.
- 12. Work vehicles with ePTO may be deemed HVIP eligible by CARB staff based on a demonstration that the vehicle engine does not idle to recharge the battery or to power the truck mounted hydraulic, pneumatic or electric work equipment utilized for performing stationary work in a typical workday.

 The use of video conferencing and/or telematics data collection may be utilized for ePTO demonstrations, unless the CARB Project Liaison specifies otherwise. The CARB Project Liaison and manufacturer applicant will agree on the demonstration method on a case-by-case basis.

- a. The CARB Project Liaison may also require in-person demonstration. Inperson demonstration must be conducted within a 100-mile radius of CARB headquarters in Sacramento, California unless an alternate location is preapproved by the CARB Project Liaison.
- 13. The following procedures are required for the demonstration of utility bucket trucks. The CARB Project Liaison or designee may approve in writing modifications to the ePTO demonstration procedures listed below.
 - a. Demonstration of ePTO Systems on Aerial Vehicles with GVWR 26,001+ lbs.
 - i. The CARB Project Liaison or designee approves in writing a vehicle and ePTO duty cycle that reflects a typical workday. The duty cycle must include the following parameters:
 - 1. At least 45 minutes of total boom movement with at least 175 lbs. in the bucket, including a minimum of 22.5 minutes of vertical boom movement and 22.5 minutes of horizontal boom movement. Each boom movement must extend to maximum achievable boom left/right and up/down positions.
 - 2. At least five minutes of air conditioning, running at maximum capacity with the cab windows closed.
 - 3. Vehicles with a battery charge while driving feature may include up to one hour of driving as part of the duty cycle. Drive cycles will be considered by the CARB Project Liaison on a case-bycase basis and must reflect a suburban driving environment (i.e. moderate speeds and number of stops).
 - b. Demonstration of ePTO Systems on Aerial Vehicles with GVWR 16,000-26,000 lbs.
 - Due to differing duty cycles of Class 5 and Class 6 aerial vehicles, the following demonstration is required for ePTO installed on aerial vehicles with GVWR between 16,001-26,000 lbs.
 - The work cycle is defined as 6 job sites with 10 miles between each job site. At each job site, the vehicle will perform one aerial boom cycle as defined below.
 - i. An aerial boom cycle consists of taking the aerial device from the stowed position, to a defined working position, and returning to the stowed position.
 - ii. From stowed to the working position: Activate upper and lower boom simultaneously until upper boom reaches 45 degrees above horizontal and lower boom is completely unfolded or vertical. Rotate machine 90 degrees. Extend upper boom if unit is equipped with a telescopic boom section.

- iii. From working position to the stowed position: stow the unit fully in the reverse order, retracting telescopic boom sections, rotating, and lower the upper and lower boom simultaneously. A cycle is considered completed once the aerial device has returned to the stowed position.
- iv. ePTO systems must be able to perform the below defined demonstration without fully depleting the ePTO battery and without engine auto-start in order to be eligible for funding. During the ePTO demonstration, the battery state-of-charge (SOC) must be recorded for each of the steps below. The ePTO demonstration consists of the following:
 - 1. Park the test vehicle at the test site and conduct pre-operational safety procedures, as applicable.
 - 2. Place the vehicle into ePTO mode and set the outriggers, if applicable
 - 3. Engage the aerial device controls and perform one aerial boom cycle (as described above)
 - 4. Return aerial boom to the stowed position and operate at least five minutes of air conditioning, running at maximum capacity with the cab windows closed.
 - 5. Drive vehicle for a total of 10 miles and return to test site.
 - 6. Repeat steps 1-5 to simulate a second jobsite.
 - 7. Repeat steps 1-5 to simulate a third jobsite.
 - 8. Repeat steps 1-5 to simulate a fourth jobsite.
 - 9. Repeat steps 1-5 to simulate a fifth jobsite.
 - 10. Repeat steps 1-5 to simulate a sixth jobsite.
 - 11. Record final battery SOC.
- 14. For the demonstration of non-utility bucket truck ePTO systems, the CARB Project Liaison and manufacturer applicant will develop and agree on the testing procedure on a case-by-case basis.

E. New and Repowered Vehicles Using Engines certified to the optional Low NOx standard of 0.01 g/bhp-hr

Below are the minimum criteria necessary for a vehicle equipped with or repowered with an engine certified to the optional Low NOx standard of 0.01 g/bhp-hr. Once a vehicle is equipped with such an engine, the vehicle must continually meet the minimum criteria as stated. The telematics requirement (Section B(1)(I) does not apply to this section.

- 1. New vehicles must be equipped or repowered with an engine certified to 0.01 g/bhp-hr.
- 2. The engine must be covered by a manufacturer warranty. The warranty must provide protection for a minimum of three years or 50,000 miles, whichever comes first or two years or 250,000 miles, whichever comes first.
- 3. The engine warranty requirements in HVIP applies to vehicles receiving funding and is not intended to supplant or limit the certification requirements. The emissions warranty specified in title 13 CCR section 2036, remain applicable to engines used in HVIP-funded vehicles. For example, for an engine used in a heavy heavy-duty Class 8 vehicle (33,000 lbs. and greater gross vehicle weight rating) that is funded, the engine emissions warranty would be as specified in title 13 CCR section 2036.
- 4. If the engine is for a repower, the engine repower must be performed by an installer authorized by the engine manufacturer.
- 5. Fleets using natural gas internal combustion engines are required to self-certify per the Terms and Conditions that they are refueling with 100% California-produced Renewable Natural Gas (RNG) for a minimum of three years, either at public stations, via a fuel contract, or both.

Annual Participant Surveys are sent to HVIP purchasers in the fall or winter. Continued usage of renewable fuel will be monitored via the survey for a three-year period following voucher redemption. Fleets that fail to submit the annual vehicle surveys/questionnaires as required from any HVIP funding year may be ineligible for additional HVIP vouchers while this information remains outstanding.

CARB, at its sole discretion, may request documentation from natural gas internal combustion engine purchasers to verify the use of 100% California-produced RNG. Natural gas internal combustion engine purchasers not adhering to the in-State RNG requirement may be barred from eligibility for HVIP and other CARB incentives.

III. Voucher Requirements

Only vehicles approved by CARB and listed as eligible on <u>CaliforniaHVIP.org</u> may receive a voucher. HVIP funds the purchase/order of a completed vehicle upon delivery to a purchaser. A completed vehicle is one that is fully manufactured and ready to perform its intended function without the need for additional modifications or assembly.

For the purposes of HVIP, the purchaser responsible for ensuring the Terms and Conditions are met, including ensuring vehicle operation for at least three years. The purchaser is expected to disclose and provide all pertinent information regarding fleet inventory and compliance status to the HVIP-approved dealer at time of voucher request and throughout voucher processing, with additional information as necessary up through the Redemption Processing stage. The Purchaser is also required to complete an annual survey for three years after redemption.

HVIP vouchers will only be provided for a specific zero-emission vehicle or specific vehicle or engine certified to the optional Low NOx standard of 0.01 g/bhp-hr ordered and purchased by a specific customer. The dealer must work with the purchaser to complete the HVIP voucher request form (available once a voucher request is submitted through the Voucher Processing Center (VPC).

A. Voucher Request

A valid Purchase Order (or other binding Agreement, Contract, Buyer's Order, or action/resolution by a government entity's governing body) from the dealer to purchaser—and signed by both dealer and purchaser—is required at the time a voucher request is made for vehicles purchases and leases, excluding requests submitted with a letter of intent for public transit agencies. Non-binding agreements or quotes are not sufficient to reserve a voucher.

Except for a transit voucher request submitted with a letter of intent, submittal of a voucher request not associated with a binding complete vehicle order is prohibited. Voucher requests submitted for vehicles that have already been delivered, paid for, and/or registered will not be accepted. The binding order must reflect the complete vehicle cost minus the HVIP incentive amount on the vehicle.

A vehicle dealer must provide CARB (or its designee) with all requested information related to compliance with HVIP requirements or any vehicle(s) purchased with a HVIP voucher within 10 calendar days of CARB's written request for such information. Requested information may include but is not limited to purchase orders or agreements and vehicle payment information and related bank records. Vehicle dealers must respond to inquiries from purchasers and prospective purchasers within 5 business days of receiving any such outreach.

The dealer must sell the entire HVIP-eligible completed vehicle to the purchaser. Voucher requests for incomplete vehicles, including vehicles without the body installed, and zero-

emission powertrains/drivetrains alone are prohibited and are subject to cancellation at the point of voucher request.

A dealership, or manufacturer is not a purchaser. A purchaser is defined as an individual or organization that will own the vehicle. A purchaser with active vouchers, or any entity that has ever participated as a purchaser in HVIP, may not become an HVIP-approved dealer.

Dealerships, manufacturers, and any entities under common ownership or control with such establishments are prohibited from requesting a voucher as a purchaser. Entities, including entities under common ownership or control, that have been identified as a dealership, or manufacturer in past HVIP transactions are prohibited from requesting new vouchers as a purchaser.

Dealers must indicate at time of voucher request of any non-standard requests such as lease, finance or any additional funding sources the purchaser may use. The Voucher Processing Center will prompt the Dealer to indicate whether the voucher is for a lease.

Purchase Order Age: Purchase Orders (PO) or other binding sales agreements for private-entity purchasers can be dated no earlier than 90 calendar days before the date the voucher request is submitted. For public-entity purchasers, POs or other binding sales agreements can be no older than March 30, 2024. See updates at CaliforniaHVIP.org/funding.

The PO must include the purchaser and dealer names, an itemized HVIP voucher amount with its associated value, downpayments (if applicable), number of units (if a batch request), model name and year of the vehicle as listed on the CARB EO, issued date, HVIP-eligible vehicle description, and the purchaser's and dealer's signature. The purchase order provided by the dealer must represent a real vehicle order that is ready to be placed. Voucher requests submitted with a purchase order/sales agreement that is missing any of this mandatory information may be subject to cancellation at the point of voucher request.

In cases where a public entity's governing body plans for final approval of the binding agreement after the award of HVIP funds, a letter stating the date by which documentation of final approval will be provided must be included at the time of the voucher request, signed by an authorized representative of the public entity. With approval from CARB or its designee, a public entity may use the same binding agreement for two different voucher requests. For example, if an agreement is for 60 vehicles, the purchaser can use the agreement in one calendar year for 30 and then in the next calendar year for the additional 30.

In cases where the transaction involves a transit agency, a letter of intent (LOI) is permitted for transit agencies in lieu of a purchase order at the point of voucher request submission. The date of signature on the LOI may be no earlier than January 1, 2025. A purchase order or other binding agreement will be required within 6 months of submission, otherwise the voucher requests will be cancelled. Case-by-case requests for accommodation of longer procurement timelines for public fleets can be submitted to hvip-processing@calstart.org and hvip-processing@calstart.org and

Any changes to the PO requested by the purchaser must be submitted within 90 days of the date the voucher request is submitted. The purchaser and dealer must sign the updated PO. Changes to the PO requested by the dealer are not permitted. If a purchaser requests any changes to the vehicle after the 90 days, which will affect pricing, contact hvip-processing@calstart.org and woucherprocessing@tetratech.com for next steps so the request can be reviewed at CARB's sole discretion.

Once a voucher request is submitted—along with the purchase order or other binding sales agreement representing a real vehicle order—the dealer, vehicle, domicile location, and fleet information, cannot change. The domicile address must be in California and cannot be changed without CARB approval, including for three years after voucher redemption.

If the voucher is for a leased domiciled address, a rental/lease agreement of a minimum length of three years must be provided for any voucher requests utilizing a domicile address that is not owned by the fleet. The purchaser must ensure the domicile address remains in California, and the location cannot be changed without advanced CARB approval for three years after voucher redemption. In order for the domicile address to be verified, examples of acceptable documentation include a business license, deed, water or power utility bill, or a domicile agreement three years or longer in length. DMV registration, phone bills, and tax returns **are not** acceptable. For fleets size 20 and smaller, an agreement of less than three years or public charging may be considered, subject to CARB evaluation and written approval. An updated agreement(s) for the remaining years of the HVIP term length will need to be provided subsequently. Requests to use rental/lease agreements less than three years or public charging can be submitted for CARB's review to https://review.number.com and voucherprocessing@calstart.org and voucherprocessing@tetratech.com.

A residential address may not be used as a vehicle domicile location unless specifically approved by CARB or its designee. Purchasers intending to use a residential address as a vehicle domicile location must provide a letter of explanation as to the commercial use of the residential property to hvip-processing@calstart.org and voucherprocessing@tetratech.com at the time of voucher request, or the voucher will be cancelled. The letter should detail the infrastructure and parking arrangements that support the vehicles listed in the voucher request at the residential location, demonstrating its suitability for commercial use. It must specify the number of commercial vehicles housed on-site and the date commercial vehicle operations began there. Additionally, the letter must include a copy of the purchaser's charging policy and strategy, outlining access to charging infrastructure at the domicile, such as plug-in access for all HVIP-funded vehicles based at the location. CARB or its designee will require the purchaser to demonstrate reasonable access to necessary charging/fueling equipment at the domicile location located in California and parking capability to support all the vehicles identified in the voucher request. CARB reserves the right to cancel the voucher(s) if the purchaser is unable to demonstrate to CARB's satisfaction the ability to support all HVIP-funded vehicles prior to voucher redemption.

If the dealer, fleet or vehicle information changes after a voucher request is submitted, that voucher will be cancelled. A new voucher may be requested, contingent on funding

availability, with the new dealer, vehicle, or purchaser information. Voucher requests cannot list any HVIP-approved dealer, manufacturer, and any entities under common ownership or control with such establishments as the purchaser.

In addition, for school bus vouchers, the domicile address must be affiliated with the school district purchasing the vehicle.

Fleet Size: For standard HVIP and all set-asides except for ZESBI, HVIP's fleet size definition for voucher requests is inclusive of the fleet's vehicles domiciled anywhere globally that are over 8,500 lbs. GVWR, including all such vehicles under common ownership or control. See **Appendix C** for more information about definitions of common ownership or control.

Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled.

Fleet size is inclusive of existing unredeemed HVIP vouchers before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits.

Within 10 calendar days after any voucher request the dealer must address any missing information that may have been identified during the initial review of the voucher request, such as a missing Taxpayer Identification Numbers (TIN) or California Carrier Identification Number (CA#), domicile location clarification, or vehicle model year confirmation. Dealers will be contacted within five business days of a voucher request regarding any missing information that must be addressed.

The dealer must also provide the vehicle identification number (VIN) (and serial number for repowers) that uniquely identifies the vehicle, along with the vehicle expected delivery date, within 60 calendar days of voucher acceptance. Serial numbers, production numbers, factory build sheets, or other documentation that confirms that the dealer has made an order with the manufacturer may be accepted in lieu of a VIN; dealers must notify the Voucher Processing Center of the intention to use other documentation. The grantee may reject the voucher after 60 calendar days if the VIN or other documentation is not provided or does not match the vehicle identified on the voucher request. If the VIN is not available for more than 60 calendar days, the dealer should inform the grantee in advance. The VIN on the delivered vehicle must match the VIN initially provided.

The vehicle model year indicated by the VIN is required to be identical to the EO model year for voucher processing. A letter of attestation may be provided by the manufacturer to resolve any misalignment between VIN model year and EO model year for the purpose of submitting an accurate voucher request and for voucher redemption. The letter of attestation must specify the VIN model year(s), vehicle family name, vehicle model names, and EOs associated with the vehicles. The letter must also include language stating that the manufacturer will be responsible for returning HVIP voucher funds and for any CARB penalties should there be any issues resulting from the VIN model year and EO model year misalignment. Contact hvip-processing@calstart.org and voucherprocessing@tetratech.com for more information on the letter of attestation.

Once all voucher request forms and information are received by the grantee, the voucher request is considered accepted to the next status of the voucher process.

Automated emails from the Voucher Processing Center will be sent directly to the Dealer regarding voucher status and required actions. However, purchasers will also receive notifications in some cases, such as 1) when the Dealer requests a voucher on their behalf, and when funding is secured, 2) when the voucher has been redeemed by the Dealer, 3) when a purchaser signature is required and 4) in any instance wherein the voucher is cancelled for any reason.

Purchasers should notify hvip-processing@calstart.org and voucherprocessing@tetratech.com if the email address that should receive these messages changes. Dealers must keep their contact information current by updating dealertraining@CaliforniaHVIP.org.

Dealers and purchasers are required to use email addresses and other contact information affiliated with the business on whose behalf they are participating in HVIP. Use of personal contact information (i.e. using general domains such as @gmail and @yahoo) is prohibited unless business-affiliated contact information is the same as personal contact information.

The dealer and purchaser are responsible for checking <u>CaliforniaHVIP.org</u> on an ongoing basis for the latest program updates.

AB 794 Attestation to Compliance with Labor Laws: Pursuant to Assembly Bill 794⁵, a fleet purchaser of new drayage and short-haul trucks is eligible to participate in an incentive program if it can demonstrate that it does not have any applicable law violation at the time of applying for the incentive, is not on the list maintained by the Division of Labor Standards Enforcement under Section 2810.4 of the Labor Code, and attests it will retain direct control over the manner and means for performance of any individual using or driving the vehicle.

Prior to submitting voucher requests, drayage and short haul fleets of one or larger, must submit a public attestation at <u>cazevlaborlawcompliance.org</u> that they are in full compliance with all labor laws including Section Ren2810.4 of the Labor Code and in compliance with all Assembly Bill 794 conditions. Complaints received against fleets alleging labor law violations or false attestations will be investigated and referred to the state labor law agencies or CARB enforcement, as appropriate. Attestations must be renewed annually for at least three years from the date of application for incentives or the duration of the incentive agreement, whichever is longer; failure to do so will result in ineligibility to participate in the incentive program.

B. Voucher Caps and Fleet Size Limits

Purchaser Cap: Each fleet /purchaser is limited to having 20 unredeemed truck voucher requests at any given time. Exceptions apply for public school bus which is limited to 30

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⁵ AB 794 bill text.

total voucher requests per calendar year and public transit which is limited to 50 total voucher requests per calendar year, cumulatively in HVIP standard and the set-asides. ZESBI vouchers do not affect the HVIP manufacturing cap. See Appendix G for information about the ZESBI fleet cap specifically. If a single transit or public-school bus is purchased, the purchaser's cap increases to the above listed amounts. Refer to Appendix F for information on purchaser caps in that program. The definition of a fleet for the purposes of voucher request includes all vehicles under common ownership or control are considered part of a single fleet even if they are part of different subsidiaries, divisions, or other organizational structures of a company or government entity. If a fleet already has requested the maximum allowable number of vouchers and the vouchers are unredeemed and at the status of "submitted" or higher in the Voucher Processing Center at any time, any additional requests for that fleet will be rejected and the dealer and fleet will be notified.

If a waitlisted request is made in a different calendar year than the calendar year in which it is converted to funding-reserved status, the fleet cap applies to the year in which it is converted to funded status. For example, if a fleet places a waitlisted request for 20 delivery vans in 2022 and the request moves off the waitlist and is funded⁶, these vouchers will count against the 20-voucher cap for 2023.

If a voucher or batch is cancelled in a subsequent calendar year to the year in which it was requested, and is then re-requested through another dealer/manufacturer in the subsequent year, CARB has sole discretion to permit that the new request counts toward the fleet cap of the original request year, and not the subsequent year. A request for such approval must be submitted to https://www.ncenter.org and woucherprocessing@tetratech.com, and CARB will not consider approval unless the entire order is moving to a different manufacturer that can deliver on a faster timeline than the cancelled order.

⁶ Funded is defined here as a budget has been approved and available to fund the vouchers on the waitlist.

Fleet Size Voucher Table: Base voucher amounts are presented in the table below.

Table 2: Truck Voucher Amounts by Class

Truck/Bus Class	Base Voucher	Small Business Voucher
Class 2b (8,501-10,000 lbs.)	\$7,500	\$9,000
Class 3 (10,001-14,000 lbs.)	\$15,000	\$40,000
Class 4 (14,001-16,000 lbs.)	\$60,000	\$130,000
Class 5 (16,001-19,500 lbs.)	\$60,000	\$130,000
Class 6 (19,501-26,000 lbs.)	\$85,000	\$160,000
Class 7 (26,001-33,000 lbs.)	\$85,000	\$160,000
Class 8 (33,001+)	\$120,000	\$330,000
Class 8 Fuel Cell (33,001+)	\$240,000	\$420,000

Small business fleets are defined as public and non-profit fleets with 20 or fewer mediumand heavy-duty (MHD) vehicles or private fleets with 20 or fewer MHD vehicles *and* less than \$15 million in annual revenue. Purchases by 501(c)(3) non-profit organizations are exempt from the revenue provision.

The small business fleet definition applies to all uses, including eligibility for the small business voucher amount. The small business voucher amount is only available on a maximum of five vouchers (all-time total, not annually), this applies only to truck voucher requests. For purchasers who previously received ISEF or small fleet vouchers, prior to this Implementation Manual release, still have those vouchers count towards the lifetime cap of five. All new standard purchases formerly made through ISEF are now funded through HVIP. Innovative solutions, such as truck-as-a-service and short-term leases, continue to be available through ISEF for small fleets. See <u>Appendix F</u> for more information. Purchases of zero-emission fuel cell Class 8 vehicles would use the voucher amount indicated in the table above.

Purchases by 501(c)(3) non-profit organizations also exempt from the revenue provision.

Fleet Size Definition: For standard HVIP and all set-asides except for ZESBI, HVIP's fleet size definition for voucher requests placed on or after January 1, 2024 is inclusive of the fleet's vehicles domiciled anywhere globally that are over 8,500 lbs. GVWR, including all

such vehicles under common ownership or control, as defined in this Implementation Manual.

Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled.

C. Voucher Renewal

At least once every 90 days from the date a voucher is requested, the anticipated delivery date must be reviewed, and, if needed, updated to reflect the current projection for the vehicle's delivery. The dealer will be prompted by the Voucher Processing Center system to make this required "renewal" every 90 days.

Renewal of the voucher automatically reserves the voucher funding for an additional three months. A voucher not renewed within a three-month period may be cancelled at CARB's sole discretion.

A voucher may be renewed at three-month intervals for up to a total of 540 calendar days from the time of the electronic voucher request (or the date funding was confirmed, if different), and requests for voucher extensions beyond 540 calendar days will be reviewed by the grantee in consultation with CARB on a case-by-case basis. A decision regarding extension of the voucher reservation beyond 540 days shall be made by CARB in consultation with the grantee, and shall be based upon factors, including but not limited to the projected vehicle DMV registration date, demand from other participants for remaining available HVIP funding, and the good faith efforts of the purchaser, dealer and manufacturer to complete the purchase and place the vehicle into service. CARB has sole discretion to cancel vouchers exceeding the 540-day limit. The grantee must maintain written documentation regarding approval of vouchers that are extended beyond 540 calendar days for three years after voucher redemption.

D. Voucher Redemption

Only complete and accurate voucher redemption forms will be accepted. See the HVIP website for the voucher redemption form. A voucher shall only be redeemed if the vehicle and purchaser match that on the original voucher request form and all other requirements are met. CARB, the grantee, and HVIP are not responsible for payment of a voucher if the vehicle or purchaser does not match those described on the voucher request form. All vouchers except for transit are required to be redeemed within 540 days of date of voucher request submission. Transit vouchers must be redeemed within 1,095 days.

CARB, the grantee, and HVIP are not responsible for payment of a voucher if the vehicle, transaction, or entities involved with the vouchers do not meet the requirements found in this HVIP Implementation Manual. A vehicle must be fully compliant with all provisions and descriptions of the associated EO.

The dealer must submit the voucher and required documentation to the grantee for redemption either before or at the time the vehicle is registered with the DMV and ready to

be placed into service. All items listed below must be submitted via the Voucher Processing Center before the voucher can be redeemed. A voucher will only be redeemed following vehicle delivery, final payment to the dealer by the purchaser (less the voucher amount), and registration of the vehicle in California. The vehicle and purchaser listed on the voucher must match that in the completed purchase transaction.

1. Signed Final Invoice:

- a. A copy of the final complete vehicle invoice (itemized including all taxes). The invoice for the complete vehicle must be signed and dated by the vehicle purchaser. Invoices must be issued for the purchaser only. Invoices issued to any entities that are not the purchaser will not be accepted for voucher redemption.
- b. The final vehicle invoice must reflect the state sales tax and show that the HVIP voucher amount has been fully discounted from the vehicle purchase price, and must show all other sources of incentive funding from any source. The final vehicle invoice provided for voucher redemption must itemize all complete vehicle charges (e.g., price of the complete vehicle, vehicle base price, delivery fee, all applicable taxes, etc.) on a single invoice. The vehicle price should only include the chassis, auxiliary battery, air conditioning, if applicable ADA equipment. In certain cases, it might be applicable to include the shelving, this is only included if the vehicle comes pre-built with the shelving. If a third party adds items to the vehicle, then they are not considered part of the vehicle price. Sales tax must be calculated on the prevoucher amount on the invoice. While HVIP will not cover taxes, fees, and nonvehicle costs, those costs must be clearly itemized on the invoice. Tax exempt entities must provide additional documentation to support their claim.
- c. The vehicle VIN must be clearly marked on the invoice and match the VIN on the voucher.
- d. Invoices for incomplete vehicles or for zero-emission powertrains/drivetrains will not be accepted for voucher redemption.

2. Financial Documentation:

a. Financial documentation identifying the method and date of final payment from the purchaser to the dealer must be provided to the grantee prior to voucher redemption. This can be a copied check or transaction showing an electronic money transfer. If lease or financial arrangements involve a third party, they must also be identified with the title or lienholder clearly indicated. The date and method of final payment from the purchaser to the dealer is required on the financial documentation and must include an invoice number, VIN, and/or voucher ID.

b. Leases:

i. The lease schedule must illustrate that the full value of the voucher was passed down to the lessee, for example through a capital cost reduction. The cost of the vehicle listed on the lease agreement would reflect the voucher discount; payment lease installment payments would be based on that reduced price.

c. Cash Deals:

i. When a purchaser pays for the vehicle up-front, a receipt with the contract number, invoice number, VIN and/or voucher identification number is required.

3. Vehicle Inspection:

- a. A photo of the VIN tag installed on the vehicle, listing the GVWR must be provided to the grantee to confirm vehicle GVWR. The GVWR on the VIN tag must match the GVWR provided on the voucher request form.
 - i. VIN tags uploaded to the VPC must clearly indicate that the vehicle built is complete, including a fully installed body. If a VIN tag contains the phrase "incomplete vehicle," a secondary tag from the body upfitter will be required. There are no exceptions to this requirement.
- b. For engines, a copy of the final signed and dated repower invoice containing the VIN and engine serial number must be provided to the grantee.
- c. Digital inspection photos of the vehicle showing that it is ready to be placed into service must be provided prior to voucher redemption. In instances where vouchers for an order of 10 or more vehicles are being redeemed at the same time, a "group photo" may be uploaded, however a list of the VINs of all pictured vehicles must accompany the photo.
- d. Refuse Only: A digital photo of the front/rear/side loader on solid waste vehicle is required in order to receive the refuse voucher amount.
- e. A photo of the vehicle emission control information (VECI) label is required for re-certified vehicles. For vehicles with a VIN model year that does not match the model year on the CARB EO, only the vehicle VECI label is required.
- f. A HVIP Vehicle Inspection Form signed by an HVIP-Approved Dealer or Manufacturer must be submitted electronically prior to voucher redemption.

4. Proof of Delivery to Purchaser:

a. Delivery Bill of Lading or other delivery documentation: Must include the origin and destination address, dated driver signatures at pick up and drop off to destination, full VIN and the carrier company information. The destination address must match the address of the Domicile address on file. Submittal must include:

- i. Carrier company and contact info
- ii. Origin and destination address (address must match domicile location in VPC)
- iii. Vehicle information including the VIN
- iv. Inspection notes (optional)
- v. Driver signature and date when the vehicle is picked up (optional if attestation letter is provided)
- vi. Driver and destination/receiving party signature and date when the vehicle is delivered (optional if attestation letter is provided)

 Note: a Bill of Lading is not required if other delivery documentation includes the same information.
- 5. Proof of Mileage at the Time of Vehicle Delivery:
 - a. The vehicle must have no more than 3,500 miles at time of the vehicle inspection. Vehicles can be used for demos for customer engagement or other purposes before the vehicle is sold, as long as mileage does not exceed 3,500. Proof of vehicle mileage at the time of vehicle DMV registration must be provided by the dealer in the form of a telematics mileage report, DMV odometer disclosure statement, or photo of the odometer upon delivery. Vouchers for vehicles with more than 3,500 miles may be redeemed on a case-by-case basis with CARB's sole approval prior to vehicle delivery and with sufficient evidence or explanation justifying such mileage. This requirement is not applicable for engine repowers.
- 6. Voucher Request, Redemption, and Vehicle Eligibility Continuity:
 - a. Vehicle model year, vehicle model name, chassis, chassis model year, and configuration on redemption paperwork must be in compliance with the corresponding CARB issued EO.
 - b. A signed copy of the voucher redemption form must be provided prior to voucher redemption. The Dealer and purchasing fleet must sign electronically.
 - c. The Dealer must submit all voucher redemption documentation within 60 calendar days of receipt of payment from the purchaser. Failure to provide all the required documentation by this deadline may nullify the voucher. Payment is inclusive of the vehicle itself but does not need to include related items such as vehicle training that the dealer/manufacturer may be providing to the purchaser.
 - d. In instances when a batch of vouchers is not redeemed within 540 calendar days of the date of the voucher request (or the date on which the request was moved off a waitlist), a non-fungible redemption schedule may be imposed at

CARB's sole discretion, in lieu of cancellation at the 540-day mark. If such a schedule is permitted, vouchers not redeemed in accordance with the schedule will be cancelled on the corresponding dates outlined by the schedule.

e. All documents that are submitted to the grantee or its subcontractor for processing voucher redemption must clearly indicate the voucher number or the VIN.

7. Low NOx Repowers:

- a. For vehicles repowered with engines certified to the optional Low NOx standard of 0.01 g/bhp-hr as of the publication of this Implementation Manual, vouchers may be redeemed when the customer takes delivery of the engines and has paid the balance due (minus voucher amount).
- b. Fleets/purchasers may only request vouchers for those engines that are anticipated to be installed within 90 calendar days of the date of voucher request.
- 8. Purchaser Labor Laws Compliance Attestation (AB 794):
 - a. Purchasers of a tractor, panel/step van, straight truck, refuse truck or 2b vehicle must certify compliance with state labor laws at the time of redemption and renew annually until three years after voucher redemption. Attestations by purchasers are visible approximately two weeks after submittal, by searching at cazevlaborlawcompliance.org.
- 9. Vehicle Registration with the California DMV:
 - a. The Dealer must only transfer DMV registration after receiving final approval of the voucher request from the grantee.
 - b. A copy of the temporary DMV registration or DMV registration for the purchased vehicle must be provided to confirm delivery and purchase specifications. DMV Form REG397 (request for registration) may be submitted in lieu of completed registration; grantee will contact the purchaser within 180 days after voucher redemption to obtain a copy of the completed registration. CARB may approve HVIP vouchers for vehicles that are federally registered in lieu of being registered in California (such as military vehicles) on a case-by-case basis.
- 10. The DMV registration must match the vehicle listed on the CARB EO.

When program funding is available, it is the goal of HVIP to provide payment to the dealership within seven business days from the time the eligible voucher redemption form and all associated documentation is approved by the grantee. If the voucher payment is delayed beyond 10 business days from the time the eligible voucher redemption form and

associated documentation is approved, the grantee will notify the dealership by phone or email at the earliest possible time of such delay.

A vehicle dealer must provide CARB (or its designee) with all requested information related to voucher redemption for compliance with requirements found in this HVIP Implementation Manual within 10 calendar days of CARB's written request for such information. Any vouchers found not in compliance with HVIP requirements or for vehicles not in compliance with the corresponding CARB Executive Order will be cancelled. Dealers are also responsible for replying to all correspondence from CARB, grantee, or inquiries from prospective purchasers within 5 business days.

Dealers and participating fleets that provide false or misleading information may be barred from future participation in CARB incentives and may be subject to enforcement action or other legal remedies at CARB's sole discretion.

It is the grantee's responsibility to notify the dealer that the voucher request or redemption has been rejected in writing within five business days of receipt of signed Terms and Conditions forms or vehicle documentation that disqualifies the vehicle and/or voucher request or redemption. Any rejections will include the reason for a rejected voucher request or redemption.

Vouchers that have been cancelled by the grantee may be reviewed by CARB at CARB's sole discretion. To request such a review, the dealer must reach out to hvip-processing@calstart.org and woucherprocessing@tetratech.com within 10 calendar days of the date of the cancellation. Only the Dealer can request a review. Vouchers cancelled due to purchaser caps are not eligible for CARB review. If the only basis for the request for review is that the dealer or purchaser disagrees with the policies set forth in HVIP Terms and Conditions and the Implementation Manual, there is no basis for a review. If a review is underway, updates may be requested monthly by contacting hvip-processing@calstart.org and woucherprocessing@tetratech.com. If vouchers that are the subject of an active CARB case review reach their expiration date in the Voucher Processing Center, they will not be cancelled pending the outcome of CARB's review.

Note: When a review is requested by the dealer on behalf of the purchaser, new information must be submitted to support the review request, or the vouchers will remain cancelled.

E. Vehicle Voucher Amounts and Categories of Funding for FY24-25

All eligible vehicles may receive an HVIP voucher for up to the funding amounts identified in the tables below. The Class 8 Fuel Cell voucher is for vehicles fueled exclusively with hydrogen and not capable of being recharged with electricity.

Available funds are updated regularly at <u>CaliforniaHVIP.org/funding</u>, including any funds still remaining from previous funding years.

Public Transit Bus Set-Aside: The Public Transit Bus Plus-up funding is reserved for transit agencies subject to the ICT Regulation, that are purchasing eligible transit buses in excess of regulatory targets. Specifically, transit agencies that own, operate, lease, rent, or contracts with another entity to operate buses in California are eligible for the Public Transit Bus Set-Aside. Tribal entities requesting transit bus vouchers are also eligible for the Transit Set-Aside.

The following are not eligible for the Transit Set-Aside:

- 1. Vehicles that operate on rails, trolleybuses, or school buses, even if operated by a transit agency.
- 2. Caltrans, Caltrain, Amtrak, or any local school district.
- 3. Correctional facility, airport, college or university, national park, tour bus service providers, or an entity that provide shuttle services solely for patrons of its organization.

When the set-aside funds are fully requested, HVIP will continue to allow standard HVIP voucher requests for all public transit bus fleets subject to funding availability. See more details in <u>Appendix H</u>, which will be published separately from this document.

Innovative Small e-Fleets: Adding Innovative Small e-Fleets to HVIP allows CARB to implement new and innovative mechanisms including, but not limited to flexible leases, peer to peer truck sharing, truck as a service, assistance with infrastructure, individual owner planning assistance, as well as other mechanisms. See more details in <u>Appendix F</u>, which will be published separately from this document. The requirements for this funding differ from standard HVIP. Interested parties can contact <u>ISEF@CaliforniaHVIP.org</u> for additional information.

Zero-Emission School Bus and Infrastructure (ZESBI): This set-aside funding is for California public school bus fleets purchasing zero-emission school buses. *Details about eligible applicants, scrappage, and other project requirements are in Appendix G. The requirements for this funding differ from standard HVIP.* HVIP will continue to allow standard HVIP voucher requests for any school buses not eligible for ZESBI and for all zero-emission school buses if set-aside funding is exhausted, subject to funding availability.

days of the voucher request. Acceptable documentation includes Uniform Intermodal Interchange and Facilities Access Agreement UIIA Authorization, concession agreements, or other forms of drayage operations permissions. If drayage operations are being performed at the Port of Los Angeles or the Port of Long Beach, the permissions document must specify this.

Drayage trucks are defined by CARB regulation Article 4.5, Chapter 1, Division 3, title 13, section 2027, California Code of Regulations as: Any in-use on-road vehicle with a (GVWR) greater than 26,000 pounds that is used for transporting cargo, such as containerized, bulk, or break-bulk goods, that operates on or transgresses through a port or intermodal railyard property for the purpose of loading, unloading or transporting cargo, including transporting empty containers and chassis or off port or intermodal railyard property transporting cargo or empty containers or chassis that originated from or is destined to a port or intermodal railyard property.

Drayage trucks are not: Vehicles operating off of port or intermodal railyard properties that transport cargos that have originated from a port or rail yard property but have been offloaded from the equipment (e.g., a trailer or container) that transported the cargo from the originating port or rail yard or vehicles operating off of port or intermodal railyard properties that transport cargos that are destined for a port or rail yard but will be subsequently transferred into or onto different equipment (e.g. a trailer or container) before being delivered to a seaport or intermodal railyard.

Additional drayage truck funds: HVIP is administering funds for drayage vouchers on behalf of the Port of Los Angeles and the Port of Long Beach, generated from the Clean Truck Fund, which is a fee imposed on loaded trucks entering or leaving container terminals⁷. Purchasers receiving these funds for drayage trucks via HVIP must commit to a minimum number of annual trips to the ports. Rental, lease, or fleet management companies are not eligible for additional drayage truck funds. Additional information is included in the Voucher Request Form for relevant requests. More information is available at CaliforniaHVIP.org/funding.

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⁷ polb.com/port-info/news-and-press/port-of-long-beach-launches-clean-truck-fund-rate-04-01-2022/

Table 3: Zero-Emission Vehicle Truck Voucher Amounts

Truck Class	Base Voucher	Small Business Voucher
Class 2b (8,501-10,000 lbs.)	\$7,500	\$9,000
Class 3 (10,001-14,000 lbs.)	\$15,000	\$40,000
Class 4 (14,001-16,000 lbs.)	\$60,000	\$130,000
Class 5 (16,001-19,500 lbs.)	\$60,000	\$130,000
Class 6 (19,501-26,000 lbs.)	\$85,000	\$160,000
Class 7 (26,001-33,000 lbs.)	\$85,000	\$160,000
Class 8 (33,001+)	\$120,000	\$330,000
Class 8 Fuel Cell (33,001+)	\$240,000	\$420,000

Table 4: Zero-Emission Vehicle Public School or Public Transit Bus Vouchers

Bus Class	School Bus Voucher ⁸	Small Public School Bus Voucher	Public Transit Voucher ⁹	Small Public Transit Agency Voucher
Class 2b (8,501- 10,000 lbs.)	N/A	N/A	\$9,750	\$19,500
Class 3 (10,001- 14,000 lbs.)	\$81,000	\$103,500	\$58,500	\$117,000
Class 4 (14,001- 16,000 lbs.)	\$108,000	\$138,000	\$78,000	\$156,000
Class 5 (16,001- 19,500 lbs.)	\$108,000	\$138,000	\$78,000	\$156,000
Class 6 (19,501- 26,000 lbs.)	\$153,000	\$195,000	\$110,500	\$221,000
Class 7 (26,001- 33,000 lbs.)	\$153,000	\$195,000	\$110,500	\$221,000
Class 8 (33,001+)	\$216,000	\$276,000	\$156,000	\$312,000
Class 8 Fuel Cell (33,001+)	N/A	N/A	\$312,000	\$552,000

⁸ School buses for public school districts.

⁹ "Public transit bus" for the purposes of this program means an on-road vehicle greater than 8,500 pounds GVWR, owned or operated by a city or county government; a transportation district/transit district; or a public agency. Public transit includes para-transit and micro-transit services operated by or on behalf of a public transit agency, but not shuttle buses with restricted services including but not limited to airport shuttles, university shuttles, and prisoner transport shuttles.

Table 5: Zero-Emission Vehicle (ZEV) Drayage (D)/Refuse (R) Vouchers

Truck/Bus Class	Base Voucher	Small Fleet Drayage/Refuse Voucher
Class 4 (14,001-16,000 lbs.) (R)	\$75,000	\$130,000
Class 5 (16,001-19,500 lbs.) (R)	\$75,000	\$130,000
Class 6 (19,501-26,000 lbs.) (R)	\$106,250	\$160,000
Class 7 (26,001 - 33,000 lbs.) (D, R)	\$106,250	\$160,000
Class 8 (33,001+) (D, R)	\$150,000	\$330,000
Class 8 Fuel Cell (33,001+) (D, R)	\$300,000	\$420,000

Note: For vouchers requested on or after 11/22/24, incentive amounts for truck conversions have been increased to 75% of a new truck voucher from 50% of a new truck voucher.

The Innovative Small E-Fleets program and ZESBI may have differing voucher amounts and cannot be combined with other HVIP categories, unless otherwise specified; see Appendices F and G at CaliforniaHVIP.org/im.

For a zero-emission vehicle conversion voucher, the dealer may sell a powertrain/drivetrain installed in a vehicle identified at the time of voucher request. The dealer is prohibited from requesting a voucher for a transaction involving only the powertrain/drivetrain without installation of the powertrain/drivetrain into a vehicle identified at the time of voucher request.

Table 6: Eligible ePTO Voucher Amounts

Energy Storage Capacity	Base Vehicle Incentive ¹⁰
3 - 10 kWh	\$20,000
>10 - 15 kWh	\$30,000
> 15 - 25 kWh	\$40,000
> 25 kWh	\$50,000

F. Maximum Allowable Voucher Amount

For privately owned vehicles, the total voucher amount including HVIP Base Vehicle Incentive plus voucher enhancements, plus all other eligible public incentives—or other discretionary public funding such as grants—may not exceed 90% of the total vehicle purchase price. For the purposes of the 90% limit, purchase price does not include taxes and fees or any other expenses including, but not limited to, extended warranties or spare parts. For publicly owned vehicles, including public school buses, public transit buses, and municipal vehicles, the sum of HVIP and other eligible public funding may not exceed the full vehicle cost excluding taxes and fees. Utilities that are investor-owned are not public entities.

Vouchers exceeding the above limits will be adjusted to the maximum allowable voucher amounts. The total vehicle cost is to be determined by CARB in consultation with the vehicle manufacturer, based upon the vehicle invoice sale price, typical industry standard costs for that vehicle technology and type, and other factors.

Inclusion of non-vehicle-related costs, such as taxes, fees, and markup are prohibited. Dealers that submit false information to the grantee or inflate the price of a funded vehicle may face cancellation of vouchers, be required to return the full voucher amount to the grantee or CARB, and may be suspended or excluded from future participation in HVIP. In addition, CARB may seek other remedies available at law.

G. Combining with Other Funding Sources

HVIP vouchers may be combined or stacked with other eligible public incentives (and other types of discretionary funding), with the provision that HVIP will only fund the remaining cost up to the maximum voucher amount after the other incentives have been applied, ensuring that HVIP pays last. The dealer and purchaser must ensure that all of HVIP's and respective public incentive program's requirements and policies regarding the stacking of

¹⁰ ePTO funding amounts may cover up to 65% of the incremental cost of the ePTO vehicle, not to exceed the funding levels listed in this table.

funds are met. Vouchers where HVIP is stacked with incompatible programs will be cancelled. The grantee and CARB reserve the right to require the return of voucher funds that were obtained in violation of program rules.

For privately owned vehicles, the total voucher amount plus all other eligible public incentives—or other discretionary public funding such as grants—may not exceed 90% of the full vehicle cost excluding taxes and fees.

For publicly owned vehicles, including public school buses, public transit buses, and municipal vehicles, the sum of HVIP and other eligible public funding may not exceed the full vehicle cost excluding taxes and fees.

Standard HVIP and ISEF cannot be stacked together in any circumstances. Rental and Fleet Management Companies cannot receive the small fleet voucher amount.

Federal incentives may be combined with HVIP vouchers for fleets of any size, including funding provided by the Federal Transit Administration (FTA), the Department of Energy (DOE), U.S. Environmental Protection Agency (EPA), and other federal agencies.

State incentives can only be stacked for public transit buses and small business fleets of 20 or fewer vehicles, so long as the state incentive program allows stacking, each incentive program is not paying for the same incremental cost, and the non-HVIP incentive program is not required to generate greenhouse gas (GHG) emission reductions. Examples of state incentives that can be stacked with HVIP include but are not limited to:

- CARB Truck Loan Assistance Program
- Goods Movement Emission Reduction Program (Prop 1B Program)
- The Carl Moyer Memorial Air Quality Standards Attainment Program (Moyer) On-Road Heavy-Duty Voucher Incentive Program (Moyer VIP).
- The Moyer award must be confirmed before applying for HVIP, because HVIP requires a binding PO in order to submit a voucher request, while Moyer does not permit a PO to be placed until **after** the Moyer award is issued.

CARB's Clean Mobility Options (CMO) program is an exception to the above rule. HVIP may fund or co-fund vehicles that are part of CMO, at CARB's sole discretion. Contact info@CaliforniaHVIP.org for more information.

Locally funded incentives may be combined with HVIP including programs administered by local air districts or local municipalities. Examples of programs funded by local air districts and not the State that **can** be stacked with HVIP include, but are not limited to, the following:

- Sacramento Metropolitan AQMD's Sacramento Emergency Clean Air and Transportation (SECAT) Grant Program
- South Coast AQMD's Mobile Source Air Pollution Reduction Review Committee (MSRC) grants

- Bay Area AQMD's Mobile Source Incentive Fund and Transportation Fund for Clean Air
- San Joaquin Valley Air Pollution Control District's Heavy-Duty Truck Replacement Program
- San Diego County Air Pollution Control District Zero Emission Truck Pilot Project
- AB 923 funds administered by local air districts may also be combined with HVIP for school buses only.

Mitigation Incentives: The Volkswagen Environmental Mitigation Trust (VW) funds may be stacked with HVIP for fleets of any size for eligible vehicles in VW's Zero-Emission Transit, School, and Shuttle Bus and Zero-Emission Class 8 Freight and Drayage Trucks categories. VW has a scrap requirement, requiring applicants to scrap a 2012 or older model year engine.

- For school/shuttle bus VW funds, administered by SJVAPCD, the VW award must be confirmed before applying for HVIP, because HVIP requires a binding PO in order to submit a voucher request, while VW does not permit a PO to be placed until AFTER the VW award is issued.
- Zero-Emission Class 8 VW funds are administered by SCAQMD. This category includes trucks with a GVWR greater than 33,000 lbs.:
- Freight trucks
- Drayage trucks
- Waste haulers (refuse vehicles)

Transit stacking: Transit buses operated by or on behalf of a city or county government; a transportation district/transit district; or a public agency, including paratransit and microtransit services, may stack State-funded incentives with HVIP regardless of fleet size, with the provision that HVIP will only fund the remaining cost up to the maximum voucher amount after the other incentives have been applied at their maximum allowable amounts. Examples of State programs that can stack for transit:

- Moyer Chapter 4: On-Road Heavy-Duty Vehicles only for transit buses
- Transit and Intercity Rail Capital Program (TIRCP)
- Low Carbon Transit Operations Program (LCTOP)
- The Volkswagen Environmental Mitigation Trust (VW) funds

Prohibited from stacking: State-funded incentive programs that **may not** be combined with HVIP for any vehicle types include:

• Low Carbon Transportation Investments, except for CMO as indicated above.

Additional programs may be stacked with HVIP with CARB's approval by contacting <u>voucherprocessing@tetratech.com</u>.

For stacking requirements for ISEF and ZESBI, see Appendices F and G, respectively.

H. Example Calculations

This section provides example calculations of the maximum allowable HVIP voucher amount, based upon assumptions regarding other potential funding sources. These examples are for illustrative purposes only. The actual maximum voucher amount will depend upon each specific circumstance.

Example 1: A large fleet purchases a class 8 battery electric truck. The cost of the truck excluding taxes and fees is \$350,000. For large fleets, the HVIP voucher amount is \$120,000. Thus, the cost of the truck excluding taxes and fees is \$230,000.

Example 2: A small business fleet purchases a class 8 battery electric truck. The cost of the truck excluding taxes and fees is \$400,000. For small businesses, the HVIP voucher amount is \$330,000. Thus, the cost of the truck excluding taxes and fees is \$70,000.

Example 3: A large private fleet purchases a class 8 battery electric truck. The cost of the truck excluding taxes and fees is \$350,000. This large fleet also has a total external funding amount of \$225,000. For large fleets, the HVIP voucher amount is \$120,000. Thus, the total funding for this fleet is \$345,000.

In HVIP, the total funding cannot exceed 90% of the cost of the vehicle. This amount is \$315,000. Since the total funding exceeded this cap, the HVIP voucher amount is decreased by the difference above the cap. The new HVIP voucher amount is \$90,000.

Example 3 Calculation				
Cost of vehicle excluding taxes and fees	\$350,000			
HVIP 90% Funding Cap	\$315,000			
Total External Funding	\$225,000			
Large Fleet HVIP Voucher	\$120,000			
Total Funding (External funding + HVIP)	\$345,000			
Total funding amount above the HVIP 90% Cap	\$30,000			
New HVIP Voucher (HVIP voucher - Funding above cap)	\$90,000			

Example 4: A small private fleet purchases a class eight battery electric truck. The cost of the truck excluding taxes and fees is \$300,000. This small fleet also has a total external funding amount of \$225,000. For small fleets, the HVIP voucher amount is \$330,000. Thus, the total funding for this fleet is \$555,000.

In HVIP, the total funding cannot exceed 90% of the cost of the vehicle. This amount is \$270,000. Since the total funding exceeded this cap, the HVIP voucher amount is decreased by the difference above the cap. The new HVIP voucher amount is \$45,000.

Example 4 Calculation			
Cost of vehicle excluding taxes and fees	\$300,000		
HVIP 90% Funding Cap	\$270,000		
Total External Funding	\$225,000		
Small Fleet HVIP Voucher	\$330,000		
Total Funding (External funding + HVIP)	\$555,000		
Total funding amount above the HVIP 90% Cap	\$285,000		
New HVIP Voucher (HVIP voucher - Funding above cap)	\$45,000		

Example 5: A fleet of 15 trucks has two unredeemed small business vouchers and requests an additional four small business vouchers. In HVIP the fleet size is inclusive of the current fleet size, vouchers requested, and unredeemed vouchers. In addition, a small business may only request up to five small business truck vouchers. This fleet may receive three additional small business vouchers and one base voucher.

I. Funding Shortfall Provisions

1) Randomization

If standard HVIP is closed to new voucher requests due to oversubscription of funds, a randomization process may be used, at CARB's sole discretion, to manage demand when HVIP reopens.

Specifically, for the first 24 hours when the Voucher Processing Center is open to new voucher requests (until 9:59 a.m. Pacific on the day after opening day), the submitted requests will not be assigned a status of funded **or** unfunded. If the cumulative dollar value of all requests received during the first 24 hours is **lower** than the amount of available funds, funds will be assigned in the order the requests were received, based on the

timestamp. If a batch is requested, funding will be assigned for all requests in the batch (as long as funds are available).

Duplicate voucher requests will be removed before funds are assigned. Duplicates are defined as two voucher requests, or two separate batches of voucher requests, for the same purchaser, vehicle, and vehicle domicile location. If two or more duplicate batches of different quantities are submitted, the smaller will be deleted.

After funding has been set aside, the initial review of the voucher will commence as specified in this Implementation Manual. After the first 24 hours that HVIP is open, the amount of funding requested to date will be posted at <u>CaliforniaHVIP.org</u> and any additional voucher requests submitted thereafter will be assigned funds in the order they are received based on timestamp.

If the dollar value of all requests received during the first 24 hours is greater than the amount of available funds, funding will be assigned using a randomization process.

Specifically, requests will be assigned their place in the queue for funding using a randomnumber generator, with the caveat that requests for vehicles domiciled in a DAC will be assigned funded status before the remaining voucher requests, as will any requests for vehicles purchased/leased by a California Native American Tribal Government. Purchasers do not need to meet all qualifications for the DAC plus-up as defined in this Implementation Manual in order to be allocated prioritization, as long as the vehicle is domiciled within a DAC or purchased/leased by a tribal entity.

Having funds reserved for a voucher does not imply that the voucher will be paid, as payment is contingent on meeting all requirements of the Implementation Manual and redemption processes.

If requests for DACs/tribal entities made in the first 24 hours do not exceed available funds, voucher requests for DACs/tribal entities will be assigned funding in the order they were received based on timestamp, and all remaining requests that had been received during the initial 24 hours will be randomized as described below as needed based on demand. If requests for DACs/tribal entities made in the first 24 hours exceed available funds, these requests will be randomized first and all other requests will be randomized separately and remain on a contingency list as described below.

The process of applying the randomization will be conducted by the grantee and witnessed by CARB staff. The process will be video recorded and the recording will be available upon request by contacting hvip-processing@calstart.org and voucherprocessing@tetratech.com. Any batch of requests—which includes more than one vehicle request with the same purchaser, vehicle, and domicile submitted together or individually—will be assigned one "group" number for randomization, not multiple numbers for each vehicle in the batch, and all vouchers in the batch will receive funding according to that position in the queue.

Any requests not allocated funding via the randomization process will then remain on a contingency list for 90 calendar days after the date that funding status is announced. They

will be assigned funds—in the order of their randomly-assigned number designating their place in the queue for funding—if any requests are cancelled during the initial review period. At the end of 90 calendar days the remaining unfunded contingency list will be cancelled.

Note: If randomization is needed due to demand, funds for standard HVIP, transit set-aside funds, and drayage set-aside funds, as referenced in this Implementation Manual, will be assigned within their own cohort. ISEF and ZESBI funds will not be randomized in this process. See Appendices F–G for details on these set-asides.

2) Waitlist

When available voucher funding is fully subscribed, CARB has sole discretion to permit a waitlist, and only if adequate funding will be available in the following budget cycle to cover a waitlist. Waitlisted voucher requests will be submitted to the grantee following existing voucher processing procedures. When funding is available, waitlisted voucher requests will be reviewed in the order they were received by the Voucher Processing Center. If CARB provides case-by-case approval for any dealers/manufacturer to deliver a waitlisted vehicle during the waitlist period, any such voucher requests will be reviewed first when funding is available.

Requests are subject to the Implementation Manual and the Terms and Conditions that are in place at the time they reach "Funding Reserved" in Voucher Request Stages, not the version in place at the time the waitlist request is initially made (if different).

If a waitlist is only kept for a pre-specified amount of time in order to fill in for cancellations, it is referred to as a contingency list, and its use will be specified in advance (i.e., the 90-day contingency list in the Randomization section above).

3) Manufacturer Transfer

In instances when HVIP is oversubscribed and a purchaser is initiating a voucher cancellation due to manufacturer's production capacity, meaning the vehicle cannot be produced in the 540-day voucher timeline, transferring the vouchers to another manufacturer may be permitted at CARB's sole discretion. In instances when HVIP is not oversubscribed, a purchaser requesting a manufacturer transfer should reach out to https://www.nvip-processing@calstart.org and woucherprocessing@tetratech.com requesting cancellation of the original voucher(s), and the new dealer can then request a new voucher(s).

Duties and Requirements

J. Vehicle Dealers

1) Eligible Participants

Truck and bus dealers play a central role in HVIP's success. The grantee will work with CARB to develop/maintain a list of dealers eligible to participate in HVIP, and to receive a written commitment from these dealers to comply with all applicable project requirements. The eligible dealer list will be used to streamline project access while ensuring project transparency and accountability. The following entities may be considered eligible vehicle dealer entities for the purposes of HVIP:

- 1. A truck or bus dealership that has had a valid business license for the past two years, has an official new vehicle dealer license and has a written agreement with a medium- or heavy-duty vehicle manufacturer.
- 2. A truck, van or bus vehicle manufacturer that manufactures HVIP-eligible vehicles and sells those vehicles directly to fleets.
- 3. A truck, bus or equipment manufacturer that has a written agreement with another medium- or heavy-duty vehicle manufacturer that has had a valid business license for the past two years and an official dealer license.
- 4. A manufacturer that manufactures engines certified to the optional Low NOx standard of 0.01 g/bhp-hr, or dealer in possession of an official dealer license and selling such engines.
- 5. A truck, van or bus manufacturer or dealer that converts an existing vehicle and has had a valid business license for the past two years and either has an official dealer license **or** automotive repair dealer license.
- 6. A rental, leasing, and/or fleet management company that has had a valid business license for the past two years and a dealer license.

The HVIP-Approved Dealer is defined as the vendor of the completed vehicle or vendor that sells and installs engines in existing vehicles, and not the vendor of the vehicle chassis. An HVIP-Approved Dealer must be the individual responsible for the final invoice to the purchasing fleet (itemized and including taxes) and delivery of the completed vehicle to the purchaser.

HVIP-Approved Dealers must provide an authorization letter verifying that they are authorized to sell a manufacturer's technologies. A copy of email correspondence with the manufacturer stating that a specific dealership is authorized to sell specific vehicles from the HVIP vehicle catalog is sufficient. Manufacturers who are also acting as dealers are exempt from the requirement to submit this letter. For the purposes of HVIP, an HVIP-Approved Dealer may be considered a dealership or OEM salesperson, grant manager, financial controller, or similar role. Those individuals are responsible for requesting and

redeeming vouchers for a vehicle they are approved to sell according to the <u>HVIP-Eligible</u> <u>Vehicle Catalog</u>.

An entire dealership (or manufacturing organization) is not entitled to request HVIP vouchers when it employs an HVIP-approved dealer. Rather, an individual at the dealership is responsible for becoming an approved HVIP dealer if they wish to request their own vouchers. Each separate office location of a dealership or manufacturing organization is limited to three individual VPC accounts. Sharing VPC accounts with unauthorized users and a VPC account used by multiple individuals are prohibited. Manufacturers or other affiliated parties who are not authorized dealers do not have access to the VPC and can request voucher status information directly from the dealer who submitted the voucher request.

Once a voucher request is submitted, the dealer, vehicle, and fleet information cannot change. Therefore, vouchers and/or voucher requests cannot be transferred from one HVIP-approved dealer's VPC account to another. In the event where an approved dealer no longer works for the dealership/is no longer in the role for any reason and there are additional approved dealer(s) who has been an HVIP-approved dealer(s) for less than one year, a 1-2-page Voucher Transition Plan summarizing voucher nuances, causes for delivery delays, case-by-case exceptions, etc. is required from the owner of the vouchers prior to their departure whenever possible. If the dealership employees an HVIP-approved dealer(s) who has participated in HVIP continuously for over one year, a Voucher Transition Plan may be exempt. If a voucher transfer from one approved dealer to another is necessitated, requests should be made no more than once per quarter, by contacting dealertraining@CaliforniaHVIP.org.

A dealership, or manufacturer, is not a purchaser. A purchaser with active vouchers may not become an HVIP-approved dealer. Dealerships, vehicle rental providers, manufacturers, and any entities under common ownership or control with such establishments are prohibited from requesting a voucher as a purchaser. Entities, including entities under common ownership or control, that have been identified as a dealership, leasing entity, or manufacturer in past HVIP transactions are prohibited from requesting new vouchers as a purchaser.

If a dealership or manufacturer entity has at least one active HVIP dealer, requests to add more are limited to once per quarter (Jan-March, April-June, July-Sept, Oct-Dec). Exceptions may be granted by contacting <u>dealertraining@CaliforniaHVIP.org</u>.

2) HVIP-Approved Dealer Responsibilities

The grantee will work with vehicle manufacturers to maintain a list of dealers authorized to receive HVIP vouchers. Dealer responsibilities include:

- 1. Familiarity with all HVIP requirements.
- 2. Participation in dealer training and registration.

- 3. Providing accurate information to the vehicle purchasing fleet, the grantee, and CARB and replying to all inquiries—including those from prospective purchasers—within 5 business days.
- 4. Completing voucher request and voucher redemption forms, with the assistance of the vehicle purchasing fleet, and in supplying the necessary vehicle purchase documentation.
- 5. Ensuring access to the correct vehicles in the VPC by checking the HVIP-Eligible Vehicle Catalog (<u>CaliforniaHVIP.org</u>) and notifying the grantee if it appears inaccurate.
- 6. Issuing the final vehicle invoice to the purchaser and delivering the completed vehicle to the designated domicile location.
- 7. Invoices must show the HVIP voucher amount being provided to the purchaser to discount the purchase or lease of the vehicle.
- 8. Holding a current and valid dealer license that permits selling vehicles to eligible HVIP purchasers within California. Note: If a dealer is located outside of California, tax reflected on the invoice should still be based on the vehicle's California domicile location.
- 9. Providing accurate and complete documentation of the vehicle purchase to the grantee.
- 10. Providing reasonable assistance to CARB or its designee to obtain updated purchaser/fleet information, inspect vehicles, and review HVIP related records during the first three years after vehicle receipt and final payment by the purchasing fleet, whichever is later.
- 11.Adhering to all rules and requirements of the California Department of Motor Vehicles (DMV) at the point of applying to become an HVIP-Approved Dealer and while maintaining status as an approved dealer.
- 12. Frequently checking <u>CaliforniaHVIP.org</u> for updates and announcements.

HVIP is intended to lower the vehicle price for purchasers by the full voucher amount. Vehicle dealers must deduct the full voucher amount from the vehicle purchase price to be eligible for a voucher. Sales tax for the vehicle purchase shall be based upon the prevoucher cost of the vehicle. The invoices provided by the dealer as proof of purchase for voucher redemption must itemize all vehicle charges (e.g., price of the vehicle, delivery fee, all applicable taxes, etc.) and must show the deduction of the voucher amount from the purchase price for the purchaser. Dealers and purchasing fleet are required to disclose other sources of public funding. Voucher requests cannot list the dealer or manufacturer as the purchaser or lessee.

Upon CARB case-by-case approval and only when necessary to support the goals of HVIP, vouchers may be reimbursed directly to the purchasing fleet. The fleet will be required to

provide CARB additional information including, but not limited to, a signed letter in which they state this request and confirm their understanding that this is a departure from standard HVIP procedure, and a copy of a paid invoice showing the voucher amount was paid to the dealer.

The voucher request form and voucher redemption form both are legally binding and enforceable agreements to meet the requirements of the project. The dealer is responsible for ensuring the accuracy of the vehicle and dealership information on all voucher request and redemption forms submitted to the grantee. Submission of false information on any of these forms may result in cancellation of the voucher, recapture of funds, and removal from the dealer list. In addition, CARB may seek other remedies available at law.

Participating dealers must keep written records of sales transactions for vehicles funded with an HVIP voucher–including but not limited to the vehicle invoice and proof of purchase–for three years after the vehicle receipt and final payment by the fleet, whichever is later. A vehicle dealer must provide CARB (or its designee) with all requested information related to compliance with HVIP requirements or any vehicle(s) purchased with a HVIP voucher within 10 calendar days of CARB's written request for such information. Requested information may include but is not limited to purchase orders or agreements and vehicle payment information and related bank records.

A dealer with no voucher activity for more than 365 days may be deactivated from the VPC. Reactivation may require additional dealer training. All dealers associated with unredeemed vouchers (voucher owner) are required to keep their VPC account active, including any required training. This also applies where account sharing is enabled.

Dealers that submit false information to the grantee or inflate the price of a funded vehicle may face cancellation of vouchers, be required to return the full voucher amount to the grantee or CARB and may be excluded from future participation in HVIP. In addition, CARB may seek other remedies available at law.

Dealer or manufacturer violations of any parameter of the Implementation Manual may result in CARB barring or limiting the number of new voucher requests that can be placed by that dealer or manufacturer, and by any other dealers from an affiliated dealership.

K. Vehicle Purchaser

1) Purchaser Responsibilities

The purchaser is responsible for participating in the preparation of voucher request and redemption forms with the dealer and for paying the non-voucher portion of the vehicle cost. To receive an HVIP voucher:

The purchaser must be a business, nonprofit, or government entity which is based in California or has a California-based affiliate. Vehicles for personal use are not eligible for HVIP funding.

- 1. If a private entity, the purchaser must be in business for at least one year prior to submitting a request for an HVIP voucher and must show proof of business operations in the State of California for a minimum of one year prior to voucher request. This must include the following:
 - a. A valid registration with the Secretary of State of the business entity (CARB or its designee may utilize the <u>California Secretary of State Business Search</u> <u>portal</u> to determine validity of business entity registration) or
 - b. A valid business license issued by the municipality the purchaser operates within or
 - c. Provide a cover page of previous two years of filling of State of California or IRS Tax Return or an IRS transcript showing proof of filing, within 30 days of the voucher request.
- 2. Nonprofits must provide an IRS Determination Letter or Form 990 within 30 days of the voucher request.
- 3. A tax identification number (TIN) must be provided from the purchaser at the point of voucher request. If the purchaser is a Sole Proprietorship, provide Social Security number in lieu of TIN. Note: Tax information as provided to substantiate revenue will also be used to substantiate California business location.
- 4. Businesses that are not registered with the California Secretary of State or unable to provide a TIN or SSN are not eligible for HVIP.
- 5. Businesses not listed on the Secretary of State portal that believe they are valid HVIP-eligible purchasers as defined by this manual may submit a letter describing why they are not listed on the California Secretary of State Business Search to hvip-processing@calstart.org and woucherprocessing@tetratech.com at the time of the voucher request for consideration by CARB.

A purchaser for the purposes of HVIP is the fleet or individual owner/operator who will operate or oversee the operation of the vehicle for a minimum of three years after voucher redemption. A purchaser is not a manufacturer, or dealership. Dealerships, manufacturers, and any entities under common ownership or control with such establishments are prohibited from requesting a voucher as a purchaser. Entities, including entities under common ownership or control that have been identified as a dealership, leasing entity, or manufacturer in HVIP transactions are prohibited from requesting new vouchers as a purchaser.

Fleets based in Mexico are eligible to participate in HVIP so long as they register with the California Secretary of State, have California DMV registration, and can adhere to the provisions of the Implementation Manual. They can accrue up to 50% of mileage outside of California, non-inclusive of idle time. Requests for other accommodations can be submitted

at the time of the voucher request to hvip-processing@calstart.org and hvip-processing@calstart.org and hvip-processing@tetratech.com and <a href="https://example.com/voucherprocessing@tetratech.com

A residential address **may not** be used as a vehicle domicile location unless specifically approved by CARB. Purchasers intending to use a residential address as a vehicle domicile location must provide a letter of explanation as to the commercial use of the residential property to hvip-processing@calstart.org and voucherprocessing@tetratech.com at the time of voucher request, or the voucher will be cancelled. The letter must explain the infrastructure and parking parameters that support the vehicles identified in the voucher request at the residential location that make it suitable for commercial use, the number of commercial vehicles domiciled on the site, and the date that commercial vehicle activity started at the site. The letter also must include a copy of the purchaser's charging policy and strategy.

The purchaser must be able to demonstrate reasonable access to necessary charging/fueling equipment located in California and parking capability to support all the vehicles identified in the voucher request. CARB has sole discretion to cancel the voucher(s) if CARB determines the purchaser is unable to demonstrate ability to support all HVIP-funded vehicles prior to voucher redemption.

If the voucher is for a leased domiciled address, a rental/lease agreement of a minimum length of three years must be provided for any voucher requests utilizing a domicile address that is not owned by the fleet. The purchaser must ensure the domicile address remains in California and the location cannot be changed without CARB approval for three years after voucher redemption. For fleets size 20 and smaller, an agreement of less than three years may be considered, subject to CARB evaluation and written approval. An updated agreement(s) for the remaining years of the HVIP term length will need to be provided subsequently. Requests to use rental/lease agreements less than three years can be submitted to hvip-processing@calstart.org and woucherprocessing@tetratech.com for CARB's review and approval.

Purchasers with outstanding CARB penalties or entities out-of-compliance are not eligible for HVIP incentives and vouchers for fleets found to be out of compliance with any regulation cannot be redeemed and funds may be recaptured. The Purchaser is also responsible to certify compliance with California labor laws (AB 794) annually for three years after voucher redemption.

Purchasers must maintain insurance as required by law. If the purchased vehicle is destroyed or otherwise permanently inoperable due to a crash or for any other reason, the vehicle purchaser must notify the grantee and may be responsible to return voucher funds at CARB's sole discretion. The notification must provide proof that the specific funded vehicle has become inoperable, including photographs of the inoperable vehicle with license plates or other identifying markings, as well as any applicable insurance or police documentation. CARB may not claw back funding from a purchaser if the vehicle becomes non-operational due to damage that was not intentionally, negligently, or fraudulently caused by the purchaser.

The purchaser must commit to ensure operation of the vehicle in California for at least three years after the voucher redemption date. Vehicles registered in a California county that borders another state or Mexico, and emergency response vehicles may accrue up to 25% of their mileage each year for the three-year reporting period outside of California, without prior approval. Class 8 trucks, including port drayage trucks, may accrue up to 50% of their mileage each year outside of California without prior approval, as long as goods are being transported to or from California. Vehicles that are registered via the California DMV's International Registration Plan (IRP) may also accrue up to 50% of their mileage each year outside of California without prior approval. All other vehicles must operate 100% within California for at least three years. Fleets based in Mexico can accrue up to 50% of mileage outside of California, non-inclusive of idle time. Additional flexibilities can be requested from CARB by contacting https://www.hvip-processing@calstart.org and woucherprocessing@tetratech.com.

Purchasers must not make or allow any modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system (Vehicle Code Section 27156).

Purchasers must submit annual surveys for three years following voucher redemption. Surveys will be provided by CARB or grantee for completion by the vehicle purchaser. Fleets and businesses that systematically fail to submit accurate and timely surveys/questionnaires may be prohibited from future HVIP and other incentive participation.

Purchasers must agree to telematics requirements specified in Section B(1)(I), except vehicles equipped with engines certified to the optional Low NOx standard of 0.01 g/bhp-hr.

Purchasers must allow CARB, the grantee, or their designee to verify the vehicle registration with the DMV. The DMV registration must match the vehicle listed on the CARB EO.

Purchasers must be available for follow-up inspection if requested by the grantee, CARB, or CARB's designee.

Military vehicles are not subject to some conditions (see $\underline{\mathsf{Appendix}}\;\mathsf{E}$).

Purchasers and dealers must disclose all sources of funding, including, but not limited to, federal, local, and state incentive programs used in combination with HVIP funds. Purchasers and dealers who fail to disclose all sources of public funding may face voucher cancellation and be required to return voucher funds where stacking funding is prohibited.

The purchaser is responsible for ensuring the accuracy of the vehicle, engine and purchaser information on the voucher request and redemption forms. Submission of false information on any of these forms may be considered a criminal offense and is punishable under penalty of perjury under the laws of the State of California.

If a voucher request of more than five vehicles is submitted, and the voucher request represents the fleet's first vehicles domiciled in California, the fleet must submit a letter to hvip-processing@calstart.org and within 30 calendar

days of the voucher request, explaining the operations that are anticipated for these vehicles for the first year after vehicle delivery.

Purchasers must keep written records of the vehicle purchase for vehicles funded with an HVIP voucher–including the vehicle invoice, proof of purchase, and DMV records–for three years after the vehicle purchase transaction. A vehicle purchaser must provide CARB (or its designee) with all requested information related to any vehicle purchased with an HVIP voucher within 10 calendar days of CARB's written request for such information. Requested information may include but is not limited to purchase orders or agreements, vehicle payment information and related bank records, and purchaser fleet information. Vehicle or engine purchasers that submit false information to the grantee or CARB may be required to return the full voucher amount to the grantee or CARB and may be excluded from future participation in HVIP. In addition, CARB may pursue other remedies available under the law.

2) Resale of Vehicles

Purchasers participating in HVIP are expected to keep the vehicle and meet all applicable project requirements for a minimum three-year period after the date of voucher redemption. However, resale of a vehicle may be allowed within this three-year period if necessitated by unforeseen or unavoidable circumstances. Resale of an HVIP funded vehicle must receive CARB written approval prior to resale; the name, phone number, and email address of the prospective new purchasing organization must be provided to hvip-processing@calstart.org and voucherprocessing@tetratech.com before the sale. At that time, a copy of the current Purchaser Terms and Conditions Form will be provided to the prospective new vehicle purchaser to review before the sale. If written approval to resell the vehicle is provided by CARB, the original vehicle purchaser must provide documentation of the transaction to hvip-processing@calstart.org and voucherprocessing@tetratech.com as proof that the original voucher amount was passed on to the new purchaser. A vehicle purchased with an HVIP voucher may not be resold more than once within three years of the voucher redemption date. Any resale request is required to comply with the Implementation Manual in effect at the time of the resale request.

For vehicles resold within three years of the voucher redemption date (and after CARB provides written approval), the original vehicle purchaser must provide the new purchaser of applicable voucher project requirements. The new vehicle purchaser must meet all HVIP eligibility requirements and agree in writing to meet all applicable program requirements found in the Implementation Manual in effect at the time of the resale request.

If the vehicle is moved out of the State, resold to an entity that enters into an agreement with another party to operate the vehicle, resold to a purchaser that is ineligible, or resold and the new vehicle purchaser does not agree in writing to meet all applicable HVIP requirements in place at the time of resale, the original vehicle purchaser must refund a prorated portion of their voucher to the grantee within 30 calendar days, in an amount equivalent to the original voucher amount divided by 36 months and then multiplied by the number of months remaining in the original 36 month period (rounded to the nearest

month): (Original Voucher Amount \div 36 Months) x (36 - months since vehicle or engine purchase or lease date).

The original vehicle purchaser must notify the grantee at <a href="https://www.nct.eng.google

L. Rental, Leasing, and Fleet Management Company Participation Rules

Rental, leasing, and fleet management companies may be eligible to act as purchasers under HVIP.

Rental, leasing, and fleet management companies are prohibited to act as the dealer on HVIP Voucher transactions, even if they have a direct purchase agreement with a manufacturer. If a rental fleet or fleet management company is under common ownership or control with an HVIP-approved dealer, they must not purchase through that affiliated dealer. Instead, they are required to:

- a. Purchase through a different HVIP-approved dealer, or
- b. Purchase directly from an OEM that is also a HVIP-approved dealer.

Rental, leasing, and fleet management companies associated with a manufacturer are prohibited from being a purchaser.

Rental, leasing, and fleet management companies are only eligible for the base voucher amount, regardless of company size or ownership structure. Small businesses in these categories are not eligible for increased incentive levels. Voucher requests from a rental fleet or fleet management company, in which the rental fleet or fleet management company has determined the lessee prior to submitting the request, and the lease is for three or more years must provide a domicile address must be the lessees domicile address.

Voucher extension requests will not be granted for rental fleets and fleet management companies. Vouchers that are not redeemed by their expiration date will be promptly cancelled.

Additionally, rental fleets and fleet management companies are not eligible for supplemental drayage truck funding from the Port of Los Angeles or Port of Long Beach.

Reporting Requirements

To support transparency and compliance, all rental, and fleet management purchasers must report annually on each HVIP_funded vehicle. Reporting must continue for three years from delivery. Required data must be submitted in the following format to hvip-processing@calstart.org and <a href="https://www.nush.edu.n

Vehicle VIN	Lessee/Renter Name	USDOT (if applicable)	Miles Driven	Lease/Rental Start Date	Lease/Rental End Date

Rental, and fleet management companies must also maintain detailed records of customer use and executed rental or lease agreements for all HVIP funded vehicles for a minimum of three years. These records must be made available to CARB or its designated administrator upon request for audit or compliance review.

Failure to comply with annual reporting may result in disqualification from future HVIP participation and potential voucher recapture.

M. Vehicle Lease Agreements for Three or More Years

The lessor entity must disclose the voucher amount and voucher terms to the vehicle lessee on the lease agreement. The lease agreement must include all commitments needed from the lessee to ensure that 1) the vehicle operates 100% in California as required by the voucher redemption form and 2) all required annual Purchaser Surveys will be submitted.

The cost of the vehicle listed on the lease must match the cost of the vehicle reflected on the final invoice from the dealer to the purchaser and must ensure that the full value of the voucher has been passed on to the lessee and not to intermediary parties. CARB or its grantee may request lease agreements to confirm appropriate disclosures are made regarding HVIP voucher amount received and vehicle activity and reporting requirements. The lessor entity must provide CARB (or its grantee) all requested information related to any vehicle leased with an HVIP voucher within 10 calendar days of CARB's written request for such information. An HVIP voucher can be requested at the time of vehicle purchase only and is not provided at the time a vehicle is leased. If a lease is broken or terminated, the vehicle lessor must notify hvip-processing@calstart.org and woucherprocessing@tetratech.com within 30 calendar days.

If a lessee defaults on the lease agreement, the lessor must work with the dealer to obtain CARB approval, via hvip-processing@calstart.org and woucherprocessing@tetratech.com, to sell or lease the vehicle if within three years of voucher redemption, and the vehicle must remain domiciled in California for three years after voucher redemption. If the lessor is unable to find a new lessee, the lessor will be responsible for repaying the prorated voucher amount.

N. Battery Leasing

Arrangements in which a vehicle, with the exception of the battery, is purchased and the battery is leased to the vehicle purchaser may be allowed by CARB on a case-by-case basis if the battery lease term is a minimum of three years.

O. School Buses

1) Eligible Applications for School Bus Funding

Public school districts in California that own their own school buses are eligible to participate in HVIP and receive the public-school bus voucher amount. This includes public school districts that own their school buses but contract with a County Office of Education or private contractor for maintenance and operations. Where several public-school districts have formed a Joint Powers Authority (JPA), and the JPA holds ownership of the school buses, then the JPA is also eligible, including for the public-school bus voucher amount. Public (not private) charter schools, as listed at as listed at the California Department of Education's Charter School Locator, that own their own school buses are also eligible. County Offices of Education that own their own school buses and the Division of State Special Schools of the California Department of Education are also eligible.

Private transportation providers that own their own school buses and contract with public school districts to provide transportation services for public school districts and fleet management companies that contract with public school districts are also eligible purchasers and, like the entities identified above, are eligible for the school bus voucher amount. The contract or contracts must be for three years or longer and will be required to be submitted during the voucher's initial review. School buses purchased by the contracted private transportation providers count towards the fleet cap of the public school district(s) to which they are contracted. Public school districts and the private transportation providers that they contract with are considered public fleets for the purposes of the Fleet Size Voucher Adjustment.

Private schools are **not** eligible purchasers and are prohibited from requesting vouchers.

2) School Buses Eligible for All-Electric Conversions

School buses with current California Highway Patrol (CHP) safety certifications qualify for an all-electric school bus conversion voucher funding if all other requirements in HVIP are met.

Please see <u>Appendix G</u> for information on ZESBI.

P. California Tribal Governments

Tribal governments eligible for HVIP include all federally recognized tribes in California listed on the most recent notice of the Federal Register, and non-federally recognized tribes, including those listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission.

Limited Waiver of Sovereign Immunity: For applicants that are Federally Recognized Tribes or Federally Recognized Tribal controlled entities, all such applicants shall provide and execute a limited waiver of sovereign immunity agreeing to the personal and subject matter jurisdictions of state court and shall require at a minimum, compliance with state construction standards and regulations. Sovereign immunity waiver language shall be included in the voucher agreement and all regulatory and loan or grant agreements, all of which may be accomplished by incorporating by reference a separately executed sovereign immunity waiver instrument.

IV. Oversight and Accountability

Through administration of longstanding incentive programs such as the Carl Moyer Program, CARB has found that project evaluations and program reviews are essential to ensure that incentive programs are run in accordance with statutory requirements and that State funds are spent transparently and efficiently. The grantee is responsible for working closely with vehicle manufacturers, dealers and CARB to safeguard HVIP funds from misuse as it implements HVIP. Vehicle dealers and purchasers participating in HVIP must provide CARB or its designee and the grantee access to all requested files and relevant information related to vehicle purchases involving an HVIP voucher.

CARB holds the overarching responsibility for HVIP fund oversight and project accountability and has final authority and sole discretion over all aspects of HVIP, including applicant and vehicle eligibility, and all program requirements. As such, CARB is responsible for monitoring and reviewing the grantee's implementation of HVIP. The grantee shall allow CARB, the Bureau of State Audits, or their designated representative the right to review and to copy any records and supporting documentation pertaining to its development or implementation of HVIP. The grantee must maintain such records for a possible audit for a minimum of three years after final payment from CARB. The grantee must allow CARB or its designee access to such records during normal business hours and allow interviews of any employees who might reasonably have information related to such records.

Responsibilities for HVIP oversight include but is not limited to the following:

- 1. CARB has primary oversight responsibility for HVIP to ensure transparent and efficient implementation, and that funds are spent consistent with the requirements of statutes, CARB regulations, the AQIP Guidelines and Funding Plan, HVIP solicitation and grant agreement with the grantee, and this Implementation Manual. CARB reserves the right to conduct a site visit, evaluation, review, or audit of the HVIP participants, including but not limited to, the grantee, dealers, purchasers, leasing entities, and manufacturers.
- 2. If the grantee detects any potentially fraudulent activity by a vehicle dealer or purchaser, they shall notify CARB as soon as possible and work with CARB to determine an appropriate course of action.
- 3. CARB staff or its designees have primary responsibility for conducting project reviews and/or fiscal audits of HVIP administration and implementation.
- 4. Voucher recipients and the grantee and its subcontractors shall allow CARB, the California Department of Finance, the California Bureau of State Audits, or any authorized designee access, during normal business hours, to conduct HVIP reviews and fiscal audits or other evaluations. Granting of access includes, but is not limited to, reviewing project records, site visits, and other evaluations as needed. Project evaluations or site visits may occur unannounced as CARB staff or its designee deems necessary.

5. The grantee shall, in coordination with CARB, maintain a Voucher Processing Center for dealers to quickly, effectively, and transparently request and redeem vouchers. The Voucher Processing Center shall include all the information necessary for the dealer to submit the voucher request. Only completed and accurate voucher request forms will be accepted. The grantee will review the voucher request form for eligibility and provide vouchers until HVIP funds are depleted or until CARB pauses requests.

V. Project Non-Performance

In the event of non-performance by the grantee or its subcontractor(s) in administering the HVIP program, CARB reserves all rights and remedies available under the law, including but not limited to, remedies detailed in the Grant Solicitation and Grant Agreement.

In the event of non-performance by the program participant, CARB reserves all rights and remedies available at law, including but not limited to remedies listed in the applicable Terms and Conditions, and in this Implementation Manual.

Compliance with Air Quality Laws

By participating in the HVIP program, the participant understands, acknowledges and agrees that compliance with all applicable federal, state and local air quality rules, regulations and statutes is a precondition to the receipt or use of any state funds provided by or through CARB. The participant understands, acknowledges and agrees that a failure to comply in whole or in part with any local, state or federal air quality rules, regulations or statutes, or a failure to comply, in whole or in part, with any of the requirements or obligations under the program and all applicable Terms and Conditions is, in each instance, a material breach of the conditions under which state funds were provided or made available, and such breach will result in undue hardship and damages to the grantee and the State of California, some or all of which may be impossible to easily calculate.

Liquidated Damages

If CARB or the grantee determines, within its or their sole and absolute discretion, that the HVIP program participant is in breach of program rules or has breached any obligation to remain in compliance with any applicable federal, state or local air quality rules, regulations and statutes, then the HVIP program participant, immediately upon demand, will pay the grantee (or to CARB, as requested), as recaptured funds or liquidated damages, the full amount of all state funds received during the period of noncompliance, as determined by CARB.

The HVIP program participant agrees that quantifying the losses arising from any breach is inherently difficult insofar as breach may cause the state of California or the grantee irreparable, serious or substantial harm or damage, including to taxpayers or to the environment. The HVIP program participant further agrees that the above-mentioned amount of recaptured funds or liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The HVIP program participant agrees that the recaptured funds or liquidated damages have been computed, estimated and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.

Nothing stated herein above in any way limits, prevents, or precludes the State of California, CARB or the grantee from taking any enforcement action, exercising any police power or prosecuting any violation of law against a HVIP program participant, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub-awardees, subgrantees, or any third parties. CARB retains the authority to suspend and prohibit any entity from participating in the HVIP program if CARB determines, within its sole and absolute discretion, that the HVIP program participant is in breach of program rules.

VI. Definitions

Account Sharing: A feature within the Voucher Processing Center which allows multiple HVIP-approved dealers within the same organization to view/edit one another's vouchers.

Batch: One voucher request that includes a quantity of more than one, with the same purchaser, vehicle, and vehicle domicile

Bill of Lading: A written receipt that confirms transportation of goods by a carrier (i.e., a binding contract that evidences an agreement of shipment between carrier and shipper; a receipt that acts as evidence of delivery of the shipment). The delivery address should match the domicile address on file. Per the Redemption Checklist available at CaliforniaHVIP.org/sellers, a Bill of Lading is no longer required if other delivery documentation includes the same information.

CARB-Certified: A vehicle that has been certified and issued an Executive Order by CARB.

CARB Project Liaison: A CARB staff person named in this Implementation Manual who serves as the point of contact for coordination with HVIP grantee.

California Native American Tribal Government: Includes all federally recognized tribes in California listed on the most recent notice of the Federal Register, and non-federally recognized tribes, including those listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission.

Commercial Vehicle: Any vehicle used by a business, public or governmental agency, or non-profit to carry people, property, or hazardous materials.

Common Ownership or control: Being owned by the same person, corporation, partnership, limited liability company, or association. In addition, vehicles managed day to day by the same directors, officers, or managers, or by corporations controlled by the same majority stockholders are considered to be under common control even if their title is held by different business entities. See <u>Appendix C</u> of this Implementation Manual for more information.

Complete Vehicle: As-defined by the <u>Federal Transit Administration</u>, "a vehicle that requires no further manufacturing operations to perform its intended function. This includes vehicles that are altered only by (1) the addition, substitution, or removal of readily attachable components (such as mirrors, or tire and rim assemblies) or (2) minor finishing operations (such as painting) in such a manner that the vehicle's stated weight ratings are still valid."

Dealer or HVIP-Approved Dealer: The vendor of the eligible complete vehicle or vendor that sells and installs eligible technologies in existing vehicles and includes dealers or manufacturers that sell medium- or heavy-duty vehicles directly to a vehicle purchaser.

Disadvantaged Communities: Communities identified by the California Environmental Protection Agency (CalEPA) to determine whether a project qualifies as located in a disadvantaged community, the grantee must use the criteria in Assembly Bill 1550.¹¹

For the DAC incentive, the domicile address must fall in one of the following areas of the mapping tool at <u>webmaps.arb.ca.gov/PriorityPopulations/</u>.

- 6. Disadvantaged communities
- 7. Disadvantaged and low-income communities
- 8. Low-income communities within ½ mile of a disadvantaged community
- 9. Low-income households within ½ mile of a disadvantaged community

Domicile: for the purposes of this program is defined as the vehicle's "home base" or deployed location; where the vehicle stays overnight, returns after its route, or is parked when it is not working.

Earned Interest: Any interest generated from State AQIP funds provided to the grantee and held in an interest-bearing account.

Expend: The payment of funds on an invoice for an eligible vehicle.

Exportable Power: AC electrical power generated by a commercial plug-in vehicle, typically to power electric tools, lighting, or other accessories at a job site.

Fleet: Vehicles traveling in California owned by a person, business, non-profit or government agency and consists of one or more vehicles. Vehicles under common ownership or control are considered part of a single fleet even if they are part of different subsidiaries, divisions, or other organizational structures of a company or government agency. A fleet is not a manufacturer, dealership, or leasing company that enters into any agreement with another party to operate the vehicles unless these specified entities own their own vehicles.

Fleet Size: for Standard HVIP and all Set-Asides except for ZESBI, is inclusive of the fleet's vehicles domiciled anywhere globally that are over 8,500 lbs. GVWR, including all such vehicles under common ownership or control, as defined in HVIP's Implementation Manual.

Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled.

Fleet size is inclusive of existing unredeemed HVIP vouchers but **does** count the current voucher request; therefore, if a voucher(s) represents the fleet's first purchase of a vehicle with a GVWR greater than 8,500 lbs., a fleet size of "0" should be entered. Before voucher

¹¹ Assembly Bill 1550 Implementation, contains the criteria for determining whether a project is located within a disadvantaged community. This Guidance is available at www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm.

redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits.

g/bhp-hr: Grams/brake horsepower-hour.

Grantee: The entity selected by CARB via competitive solicitation to administer HVIP. The responsibilities of the grantee are described in this Implementation Manual and in the grant agreement between CARB and the grantee. The grantee is responsible for ensuring it and its HVIP subcontractors meet all project requirements.

Gross Vehicle Weight Rating (GVWR): The vehicle weight described on the VIN tag or original manufacturer Line Setting Ticket provided to the vehicle dealer.

Hybrid Vehicle: Any vehicle that can draw propulsion energy from both of the following on-vehicle sources of stored energy:1) consumable fuel, and 2) a rechargeable energy storage system.

Hydrogen Fuel Cell Vehicle: A ZEV that is fueled primarily by hydrogen and does not have plug-in capacity.

Eligible Engines: Any engine certified to the optional Low NOx standard of 0.01 g/bhp-hr as of the publication of this document.

Incomplete Vehicle: As defined by the <u>Federal Transit Administration</u>, "an assemblage of components consisting of, as a minimum, frame and chassis structure, powertrain, steering system, suspension system, and braking system—to the extent that those systems are to be part of a completed vehicle."

Incremental Cost: The difference in cost between an HVIP-eligible vehicle and a comparable new conventionally fueled vehicle that would be purchased to perform the same function. For engine vouchers, the incremental cost means the difference in cost between a baseline vehicle/engine and vehicle/engine certified to the standard utilizing the same fuel type. This cost is determined on a case-by-case basis based upon a manufacturer's HVIP eligibility application submittal, HVIP voucher redemption data, discussions with fleets and other stakeholders, and other relevant data and information.

In-Kind Services: Payments or contributions made in the form of goods and services, rather than direct monetary contributions.

Lessor Entity: An entity, often a financial institution, that holds the lease on an HVIP-funded vehicle.

Line Setting Ticket: The factory build or construction sheet created when the vehicle order is sent to the vehicle manufacturer. The Line Setting Ticket typically includes the new vehicle's VIN, all the codes for standard equipment and options the salesman used to create this vehicle for his purchaser. After the factory assembles the vehicle and the vehicle is shipped and sold, the Line Setting Ticket identifies such things as the gross vehicle weight rating, engine type, transmission type, drive line, paint codes, gear ratio, and standard and optional equipment, specific to that vehicle.

Match Funding: Those funds contributed by the grantee directly to HVIP for the sole purposes of funding additional vehicles or increasing the vehicle voucher amount.

Non-Profit or Non-Profit Agency: An agency or corporation that does not distribute corporate income to shareholders and is exempt from federal income taxes under Section 501 of the Internal Revenue Code (26 U.S.C.A. § 501). Non-profits are categorized as private entities in HVIP.

Plug-In Hybrid Electric Vehicle: Also known as a grid-connected HEV or GHEV, means a hybrid electric vehicle that has:

- 10.Zero-emission vehicle range capability, and
- 11.On-board electrical energy storage device with useful capacity equivalent to greater than or equal to ten miles of Urban Dynamometer Driving Schedule range on electricity alone is equipped with an on-board charger and is rechargeable from an external connection to an off-board electrical source.

Public Fleet: Includes all federal, state, city and other government fleets plus public universities, public airports, public school districts, California public ports and special districts such as water, utility, and irrigation districts.

Public Transit Bus: An on-road vehicle greater than 8,500 pounds GVWR, owned or operated by a city or county government; a transportation district/transit district; or a public agency. Public transit includes paratransit and micro transit services operated by or on behalf of a public transit agency but not shuttle buses with restricted services including but not limited to airport shuttles, university shuttles, and prisoner transport shuttles.

Purchaser: A purchaser for the purposes of HVIP is responsible for ensuring the Terms and Conditions are met, including ensuring vehicle operation for at least three years.

Manufacturer Recommended Minimum State-of-Charge: The minimum allowable battery capacity recommended by the battery manufacturer to ensure the most efficient and durable battery operation, as a percent of the maximum battery capacity.

Refuse Vehicle: Vehicles that collect garbage as a front load, rear load, side load, or other form of garbage packer truck¹²; and not be a roll-off or other form of waste transfer vehicle.

Renewable Fuel: Comprised of definitions of alternative fuels from the Low Carbon Fuel Standard (LCFS), California Code of Regulations Section 95481. Section 95481(79) defines transportation fuel as any fuel used or intended for use as a motor vehicle fuel or for transportation purposes in a non-vehicular source. For HVIP, transportation fuel, as defined above, must satisfy Section 95481(11) that defines Bio-CNG as biogas-derived biomethane which has been compressed to CNG. Additionally, fuel may be produced out-of-state as

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^{12 &}lt;u>ww2.arb.ca.gov/resources/fact-sheets/swcv-garbage-roll-and-garbage-packer-requirements#:~:text=%E2%80%9CGarbage%20packer%E2%80%9D%20means%20a%20vehicle,and%20semi%2Dautomated%20side%20loaders.</u>

defined in Section 95481(66) that defines Producer as the entity that made or prepared the fuel. This definition of Producer includes "out-of-state" producers where the production facility is out of the State of California and the entity has opted into the LCFS pursuant to section 95483.1. As more engines that use renewable fuels other than renewable become available, CARB will expand this definition to include those renewable fuels.

Rental and Fleet Management Company: Are businesses that manage, own, or operate commercial vehicle fleets, for the purpose of transportation services, vehicle rentals, short or long-term leasing to other businesses or individuals.

Repower: The replacement of an existing engine with a new engine certified to any tier of the Optional emission standard approved by CARB instead of rebuilding the existing engine to its original specifications.

Small business fleets: For Standard HVIP and all Set-Asides except for ZESBI, HVIP's fleet size definition for voucher requests placed on or after 1/1/24 is inclusive of the fleet's vehicles domiciled anywhere globally that are over 8,500 lbs. GVWR, including all such vehicles under common ownership or control.

Small business fleets are defined as public and non-profit fleets with 20 or fewer such vehicles, and private fleets with 20 or fewer such vehicles and less than \$15 million in annual revenue. Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled. Fleet size is inclusive of existing unredeemed HVIP vouchers but **does not** count the current voucher request; therefore, if a voucher(s) represents the fleet's first purchase of a vehicle with a GVWR greater than 8,500 lbs., a fleet size of "0" should be entered. Before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits.

Telematics: A data acquisition system capable of collecting vehicle GPS data, vehicle mileage and hours of operation.

Truck Equipment Manufacturer (TEM): A company that installs equipment on a truck or bus chassis. The TEM bears full responsibility for any vehicle defects under federal law and is responsible for certifying that the vehicle meets all applicable federal safety standards.

UDDS: Urban dynamometer driving schedule as set forth <u>Appendix I</u> of title 40, Code of Federal Regulations, Part 86.

Vehicle Type: Listed in Voucher Processing Center and Vehicle Catalog: ePTO, Heavy Duty Bus, Medium Duty Bus, Refuse, School Bus, Step/Panel Van, Straight Truck, Tractor.

Zero-Emission Power Take-Off (ePTO): A method for taking power from an on-vehicle source (typically a battery) that produces no emissions of pollutants (including carbon dioxide, carbon monoxide, hydrocarbons, oxides of nitrogen, and particulates) and which can be used to power truck mounted hydraulic, pneumatic or electric work equipment utilized for performing stationary work.

Zero-Emission Vehicle (ZEV): A vehicle that itself produces no emissions of pollutants (including carbon dioxide, carbon monoxide, hydrocarbons, oxides of nitrogen, and particulates) when stationary or operating.

Zero-Emission Vehicle Conversions: Removing any type of existing propulsion system and replacing it with a zero-emission propulsion system, such as battery or hydrogen fuel cell powered electric powertrain/drivetrain.

VII. List Of Acronyms

AC Alternating Current

AQIP Air Quality Improvement Program

CARB California Air Resources Board

CA # California Carrier Identification Number

CCR California Code of Regulations

CFR Code of Federal Regulations

CMAQ Congestion Mitigation and Air Quality

DAC Disadvantaged Community

DMV Department of Motor Vehicles

DOC Diesel Oxidation Catalyst

DPF Diesel Particulate Filter

ePTO Electric Power Take-Off

FTA Federal Transportation Authority

FY Fiscal Year

GGRF Greenhouse Gas Reduction Fund

GVWR Gross Vehicle Weight Rating

HSC Health and Safety Code

HVIP Clean Truck and Bus Voucher Incentive Project

JPA Joint Powers Authority

LESBP Lower-Emission School Bus Program

MY Model Year

PEMS Portable Emissions Measurement System

NOx Oxides of Nitrogen

OBD On-Board Diagnostics

OEM Original Equipment Manufacturer

SCR Selective Catalytic Reduction

TEM Truck Equipment Manufacturer

USC United States Code

VIN Vehicle Identification Number

VIP Voucher Incentive Program

VPC Voucher Processing Center

ZEV Zero-Emission Vehicle

Appendix A: HVIP Vehicle Eligibility List

The current list of HVIP-eligible vehicles, as well as a historical record of some previously-eligible vehicles, and a list of Vehicle Types and active dealers, can be found at CaliforniaHVIP.org.

Appendix B: Vehicle Eligibility Applications

A. Vehicle Eligibility Application Submittal Instructions for Original Vehicle Manufacturers

Submit the vehicle eligibility application to CARB at https://example.ca.gov and provide a signed electronic copy of the application. There is no deadline for application submittal. Vehicle eligibility applications will be evaluated in the order they are received.

Applications for HVIP eligibility must match the corresponding Executive Order including vehicle model year, vehicle model name, chassis, chassis model year, and configuration. Voucher requests that are not identical to the corresponding Executive Order and HVIP Approval Letter may be subject to cancellation. The exception to this is when a letter of attestation is provided addressing Vehicle - EO MY alignment.

Specifically, in instances where the Model Year of the VIN for an HVIP-funded vehicle will not match the Model Year on the corresponding CARB Executive Order, a letter of attestation must be provided by the OEM on company letterhead a minimum of 30 calendar days in advance of the voucher request to hvip-processing@calstart.org and voucherprocessing@tetratech.com with the following information: 1) identifying the EO that covers the vehicle for which funds are being requested, 2) listing which Vehicle Models are covered by the corresponding EO, 3) listing which Vehicle MYs are covered by the MY of the corresponding EO, and 4) stating the OEM's understanding that if the OEM delivers an HVIP-funded vehicle that is not covered by the EO and HVIP Approval Letter, the OEM will be responsible for returning HVIP funds and covering any penalties issued by CARB, if applicable.

Questions regarding submittal of the vehicle eligibility application or application requirements should be directed to CARB. All vehicles eligible for HVIP are required to be certified at the vehicle level. **Zero-Emission Powertrain Certification** (ZEPCert) is additional requirement for all new HVIP vehicle eligible applications submitted to CARB, for all applicable zero-emission powertrains and the trucks and buses they are installed in.

For repowers, an aftermarket certification is required.

The timeline from when a complete and accurate eligibility application is received by CARB to when the vehicle is available in the HVIP-Eligible Vehicles Catalog and Voucher Processing Center (VPC) is an average of 75 days. This includes 60 days for CARB's review and 15 days for HVIP staff to update the Catalog and VPC.

Manufacturers should be aware that voucher information regarding their technologies (i.e., quantity by dealer), may be released to the public at <u>CaliforniaHVIP.org</u> and by other mechanisms.

Note: If the MY of an HVIP-funded vehicle changes in the time between when the voucher was requested and when the voucher was redeemed (i.e., MY2022 requested and MY2023 delivered), this does not affect the voucher status/redemption or the purchase order, if the

subsequent model year is covered by a CARB Executive Order or letter of attestation as described above. It will be acceptable for the voucher request and purchaser order/sales agreement even if it is not included in the HVIP Vehicle Catalog.

Note: All manufacturers of HVIP-eligible vehicles that are subject to recalls National Highway Traffic Safety Administration (NHTSA) must provide a copy within 30 days of the NHTSA filing to hvip@arb.ca.gov.

Appendix B1: New Zero-Emission Vehicle/Zero-Emission Commercial Vehicle Conversion Eligibility Application

This is an application for new zero-emission and zero-emission vehicle conversion commercial vehicles to be included on the list of vehicles eligible for HVIP. This application must be completed along with the Zero-Emission Vehicle/Zero-Emission Commercial Vehicle Conversion Vehicle Component Cost supplemental application form. Vehicle must receive approval by CARB prior to the vehicle being eligible for a voucher. Zero-emission vehicles subject to the Federal Transit Administration's (FTA) New Model Bus Testing Program (often referred to as "Altoona Testing") are required to have passed the testing before becoming HVIP eligible.

CARB reserves the right to request additional information or clarification of information provided in this application. This application applies to and must be completed by the original vehicle manufacturer or its legal representative.

Please check the box that applies:		
New zero-emission commercial vehicle		
☐ Zero-emission vehicle conversion commercial vehicle		
Effective January 1, 2024, all battery electric school bus eligibility applications for HVIP must have Vehicle-to-Grid (V2G) functionality and meet the following requirements.		
1. Each bus must have the ability to charge with level 2 SAE J-1772 charging.		
 Each bus must be capable of vehicle-to-grid (V2G) bi-directional charging and discharging via use of type 1 combined charging system (CCS), with a minimum of 60 kW. 		
 New school buses must comply with ISO 15118-20 Road vehicles – Vehicle to grid communication interface – Part 20: 2nd generation network layer and application layer requirements. 		
4. The bus must be designed so that no hardware or firmware changes are necessary to allow the bus to immediately serve demand that is independent of the utility grid (e.g., vehicle-to-load functions that are "islanded" or electrically separated from the utility system).		
 The bus must be able to receive a remote update enabling grid-interconnected V2 functions (e.g., vehicle-to-building functions connected to the utility system), upon completion of applicable requirements for safe electrical interconnection. 		
Please self-certify that this vehicle meets this definition if the vehicle is a school bus:		
□ Yes		
□ No		

The self-certification is only required at the time of submittal of this application and will apply to subsequent model years but is not required to be re-submitted for subsequent model years.

Part I: Vehicle Manufacturer Information

1. Manufacturer Name:			
Tax Identification Number:			
2. Staff Contact Name and Title:			
3. Business Mailing Address and Contact Information			
Street:			
City:	State:		Zip Code:
Phone:		Email:	

Please identify the zero-emission vehicle and its baseline (gasoline or diesel-powered) equivalent in Tables 1 and 2, respectively. The baseline equivalent must be a comparable Internal Combustion Engine, regardless of the manufacturer.

For conversion kits, if more than one vehicle, please include an attachment with the complete list of vehicles and vehicle information and reference attachment here as follows: multiple please see "file name."

Table 1: Zero-Emission Vehicle Information

Vehicle MY	Vehicle Information (vehicle make, vehicle model, vehicle type, drive configuration (4 x 2 or 4 x 4), and frontal area)	Gross Vehicle Weight Range

Table 2: Baseline Vehicle Information

	Vehicle MY	Vehicle Information (vehicle make, vehicle model, vehicle type, drive configuration (4 x 2 or 4 x 4), and frontal area)	Gross Vehicle Weight Range
What is the typical California pre-tax cost of the zero-emission vehicle (identified in Table 1)			

What is the typical California pre-tax cost of the zero-emission vehicle (identified in Table 1) with normal dealer profit? \$______ What is the typical California pre-tax cost of this equivalent baseline vehicle (identified in

Part II: Verification of Vehicle Eligibility

Table 2 with normal dealer profit \$

For vehicle models not currently on the list of eligible vehicles:

Please provide the following information as attachments to this form for each vehicle model listed in Table 1. CARB reserves the right to request additional information to complete the vehicle eligibility evaluation.

- CARB Executive Order (EO) for new zero-emission commercial vehicles.
- For conversions of any type of vehicle to zero-emission, the aftermarket conversion kits must receive an exemption EO from CARB
- Warranty provisions
- After sales service provisions
- MSRP price sheets
- Proof of compliance with the all-electric range requirements identified in Section II(B)(4) and II(C)(5) of HVIP Implementation Manual
- Briefly describe information provided to vehicle dealers/purchasers regarding proper disposal of both the propulsion and auxiliary vehicle battery and how this information is conveyed

For vehicle models currently on the list of eligible vehicles (addition of new model years):

Please check box below if the following statement is true.

I certify that the vehicle(s) listed in Table 1 have not been modified from the
vehicle(s) that were previously approved by CARB for inclusion on the List of Eligible
Vehicles including warranty and after sales service provisions.

Please provide the following information for each vehicle model listed in Table 1.

- CARB EO for new zero-emission commercial vehicles
- For conversions of any type of vehicle to zero-emission, the aftermarket conversion kits must receive an exemption EO from CARB
- Warranty provisions
- After-sales service provisions
- MSRP price sheets

Which HVIP-approved-dealers	currently sell this vehicle? See	CaliforniaHVIP.org/dealerlist
	,	

Describe vehicle maintenance training that is provided to dealers, and any other workforce development or infrastructure-readiness outreach and education that is provided. Indicate if any of this outreach is in low-income or disadvantaged communities:

Part III: Applicant Signature

I certify under penalty of perjury that all information provided in this application and any attachments are true and correct. Additionally, the vehicle manufacturer agrees to the telematics requirement as stated in Section II(A)(15) of the HVIP Implementation Manual.

Printed Name of Responsible Party:	Title:
Signature of Responsible Party:	Date:
City:	State:

Appendix B2: Zero-Emission/Zero-Emission Conversion Commercial Vehicle Component Cost Form

This is a supplemental application form for new zero-emission and zero-emission vehicle conversion commercial vehicles to be included on the list of vehicles eligible for the HVIP. This application must be completed and submitted to CARB along with the New Zero-Emission Vehicle/Zero-Emission Vehicle Conversion Eligibility Application for vehicle eligibility approval.

Approved in the Fiscal Year 2020-21 Funding Plan for Clean Transportation Incentives, the application form is a part of the required HVIP vehicle eligibility documentation for each model year to help maintain current data and identify cost trends. Staff will monitor and use the results to better determine voucher incentive amounts or modify voucher amounts for specific applications, vehicle classes, or technologies.

CARB reserves the right to request additional information or clarification of information provided in this application. This application applies to and must be completed by the original vehicle manufacturer or its legal representative.

Please check the box that applies:

☐ New zero-emission commercial vehicle			
☐ Zero-emission vehicle conversion	☐ Zero-emission vehicle conversion commercial vehicle		
Part I: Vehicle Manufacturer Information			
1. Company Name/Organization Na	ame/In	dividual Name:	
2. Contact Name and Title:			
3. Business Mailing Address:			
City:		State:	Zip Code:
Phone:	Email	:	

Part II: Zero-Emission Vehicle/Zero-Emission Vehicle Conversion Component Costs

Zero-Emission Vehicle Information

Vehicle MY	
Vehicle Make and Model	
California Pre-Tax Cost of Vehicle	
Gross Vehicle Weight Rating (GVWR)	
Length of Vehicle (for buses only)	
Zero-Emission Driving Range	
Component Information and Costs	
Battery Manufacturer	
Battery Chemistry	
Battery Capacity (kWh)	
Battery System Cost	
Battery Cost (\$/kWh)	
Fuel Cell Cost (FCEV only)	
Hydrogen Storage Tank Size (FCEV only)	
Hydrogen Storage Tank Cost (FCEV only)	
Electric Traction Motor Manufacturer	
Electric Traction Motor Power (kW)	
Electric Traction Motor Cost (Total)	
Onboard Charger Cost	

Power Electronic Controller Cost		
Vehicle Chassis/Glider Kit Cost		
Please check the box that applies:		
□ The information highlighted above and indicated in any additional documentation is confidential and considered proprietary information/trade secrets. The Applicant understands that in the event there is a California Public Record Request for this document, that CARB will follow the process set forth in Title 17, California Code of Regulations, sections 91000 - 91022		
☐ All of the information and documentation p application form are not confidential, propr	• • • • • • • • • • • • • • • • • • • •	
Which HVIP-approved-dealers currently sell thi	s vehicle? See <u>CaliforniaHVIP.org/dealerlist</u> .	
Describe vehicle maintenance training that is provided to dealers, and any other workforce development or infrastructure-readiness outreach and education that is provided. Indicate if any of this outreach is in low-income or disadvantaged communities:		
Part III: Applicant Signature		
I certify under penalty of perjury that all informattachments are true and correct.	ation provided in this application and any	
Printed Name of Responsible Party:	Title:	
Signature of Responsible Party:	Date:	
City:	State:	

Appendix B3: Work Vehicle with EPTO Eligibility Application

Part I: Original Manufacturer Information

1. Company Name/Organization Name/Individual Name:				
Tax Identification Number:				
2. Contact Name and Title:				
3. Business Mailing Address:				
City: State: Zip Code:				
Phone: Email:				

Part II: Vehicle Description

Please identify the vehicle and its applicable ePTO system proposed for HVIP eligibility in Tables 1 and 2, respectively.

Table 1: Aerial Boom Vehicle Information

Vehicle MY	
Note: ePTO systems are approved for HVIP eligibility with specific vehicle model year(s)	
Vehicle Make and Model	
Engine Make and Model	
Boom Maximum Working Height (ft)	
Gross Vehicle Weight Range (lbs.)* *including ePTO system	

Table 2: ePTO Information

Battery Manufacturer	
Battery Chemistry	
Battery Capacity (kWh)	
Battery Manufacturer Recommended Minimum State-of- Charge	
ePTO Make and Model	
Regenerative Braking	□ Yes □ No
Alternator Charging	□ Yes □ No
Battery State-of-Charge (SOC) at Engine Auto-Start	
	t with normal dealer profit of the truck identified in i.e. vehicle engine idles to power bucket)?
	t with normal dealer profit of the bucket truck h the ePTO system identified in Table 2?
Make and model of vehicle telematics sy	vstem:
Which HVIP-approved -dealers currently CaliforniaHVIP.org/dealerlist.	sell this vehicle? See
	nat is provided to dealers, and any other workforce outreach and education that is provided. Indicate r disadvantaged communities.

Part III: Self-Certification of Vehicle, Engine and ePTO Parameters

Please check the box next to each statement if the statement is correct. **Do not check the box if the statement is not correct.**

The vehicle complies with applicable air quality provisions of California and federal law
The vehicle complies with motor vehicle safety provisions of 49 USC Sections 30101 through 30169.
The vehicle meets the original engine manufacturer's build requirements.
No modifications have been made to the engine hardware or after-treatment device(s).
No modifications have been made to the engine's original software calibrations.
The vehicle meets HVIP minimum three-year warranty requirements, as described in Section II(A)(1) of the HVIP Implementation Manual
The vehicle manufacturer agrees to the telematics requirement as stated in Sections $II(A)(15)$ and $II(D)(6)$ of the HVIP Implementation Manual.
The ePTO battery is capable of recharging from the manufacturer specified battery cut- off voltage to full charge within twelve hours.
The battery manufacturer recommended minimum state-of-charge for the ePTO make/model identified in this application equals that in the aerial boom vehicle provided for consumer purchase and intended for the vehicle in-use for a minimum of three years from date of voucher redemption.
There is at least one service provider for the vehicle in California. Please provide name and city of primary service provider:
The vehicle and ePTO system meet all the requirements of the HVIP, including those identified in this application and the HVIP Implementation Manual.

Part IV: Application Attachments to be Provided by Original Vehicle Manufacturer

- Warranty provisions.
- After sales service provisions.
- MSRP price sheets.
- Manufacturer's vehicle marketing flyer, including vehicle and exportable power specifications and justification for export power usage in proposed vehicle vocation (if requesting HVIP approval of exportable power option).
- If any of the statements in Part III are not true and correct (i.e. if any of the boxes above are not checked), please attach a narrative explaining why.

 Briefly describe what information is provided to vehicle dealers/purchasers regarding proper disposal of the ePTO battery and how this information is conveyed.

Part V: Demonstration of ePTO System

The intent of the ePTO system demonstration is to verify that the ePTO will function entirely on battery power over the course of a typical work day.

The applicant shall work with the CARB Project Liaison or his or her designee to determine an applicable method to demonstrate the ePTO system to ensure that the vehicle completes a typical work day duty cycle without the need for the engine to recharge the battery (i.e., the battery manufacturer recommended minimum state-of-charge is not reached). The use of video conferencing and/or telematics data collection will be required unless specified by the CARB Project Liaison. The CARB Project Liaison may also require inperson demonstration of the ePTO system. The CARB Project Liaison and applicant will agree on the testing method on a case-by-case basis. For more information on ePTO demonstration, see Section II(D)(13) of the Implementation Manual.

Which HVIP-approved -	dealers currently se	ll this vehicle? See	CaliforniaHVIP.or	g/dealerlist
	,			

Describe vehicle maintenance training that is provided to dealers, and any other workforce development or infrastructure-readiness outreach and education that is provided. Indicate

if any of this outreach is in low-income or disadvantaged communities:

Part VI: Applicant Signature

I certify under penalty of perjury that all information provided in this application and any attachments are true and correct.

Printed Name of Responsible Party:	Title:
Signature of Responsible Party:	Date:
City:	State:

Appendix B4: Eligibility Application for New Vehicle Equipped with Engine Certified to the Optional Low NOx Standard of 0.01 g/bhp-hr

This is an eligibility application for new vehicles equipped with engines certified to the optional Low NOx standard of 0.01 g/bhp-hr. This application must be completed, submitted to CARB, and vehicle must receive approval prior to the vehicle being eligible for a voucher.

Do not use this application for an engine used for a repower.

CARB reserves the right to request additional information or clarification of information provided in this application. This application applies to and must be completed by the original vehicle/ engine manufacturer or its legal representative.

Part I: Vehicle Manufacturer Information

Manufacturer Name: Tax Identification Number:			
2. Staff Contact Name and Title:			
3. Business Mailing Address and Contact Information Street:			
City:	State:		Zip Code:
Phone:		Email:	

Please identify the vehicle equipped with an engine certified to the optional Low NOx standard of 0.01 g/bhp-hr and its baseline equivalent in Tables 1 and 2, respectively. These vehicles must be of the same make, model, drive configuration (4×2 or 4×4), frontal area, and gross vehicle weight.

Table 1: New Vehicle Information

Vehicle Model Year	
Vehicle Make/Model	
Vehicle Gross Vehicle Weight Range	
Engine Model Year	
Engine Make/Model	
Executive Order Number	
Table 2: Baseline Vehicle Information	
Vehicle Model Year	
Vehicle Make/Model	
Vehicle Gross Vehicle Weight Range	
Engine Model Year	
Engine Make/Model	
Executive Order Number	
	et of the vehicle equipped with engine certified to g/bhp-hr (identified in Table 1) with normal dealer
What is the typical California pre-tax cos engine identified in Table 2) with norma	et of this equivalent baseline vehicle (conventional l

Part II: Verification of Vehicle Eligibility

For vehicle models not currently on the list of eligible vehicles:

Please provide the following information as attachments to this form for each vehicle model listed in Table 1. CARB reserves the right to request additional information to complete the vehicle eligibility evaluation.

- CARB engine executive order
- Warranty provisions for engine and vehicle
- After sales service provisions
- MSRP price sheets

For vehicle models currently on the list of eligible vehicles (addition of new model years):

years):
Please check box below if the following statement is true.
☐ I certify that the vehicle(s) listed in Table 1 have not been modified from the vehicle(s) that were previously approved by CARB for inclusion on the List of Eligible Vehicles including warranty and after sales service provisions.
Which HVIP-approved -dealers currently sell this vehicle? See CaliforniaHVIP.org/dealerlist .
Describe vehicle maintenance training that is provided to dealers, and any other workforce development or infrastructure-readiness outreach and education that is provided. Indicate if any of this outreach is in low-income or disadvantaged communities:

Part III: Applicant Signature

I certify under penalty of perjury that all information provided in this application and any attachments are true and correct.

Printed Name of Responsible Party:	Title:
Signature of Responsible Party:	Date:
City:	State:

Appendix B5: Eligibility Application for Engine Certified to the Optional Low NOx Standard of 0.01 g/bhp-gr Used for Repower

This is an eligibility application for engines certified to the optional Low NOx standard of 0.01 g/bhp-hr used for repowers. This application must be completed, submitted to CARB, and the engine must receive approval prior to the engine being eligible for a voucher.

CARB reserves the right to request additional information or clarification of information provided in this application. This application applies to and must be completed by the original engine manufacturer or its legal representative.

Part I: Vehicle Manufacturer Information

1. Manufacturer Name:

Tax Identification Number:				
2. Staff Contact Name and Title:				
3. Business Mailing Address and Contact Street:	ct Inform	ation		
City:	State:		Zip Code:	
Phone:	none:		Email:	
Please identify the engine(s) and its baseline (conventional engine) equivalent in Tables 1 and 2, respectively. The engine(s) must be of the same make, horsepower, and displacement. Table 1: Engine Information				
Engine Model Year				
Engine Make/Model				
Engine Horsepower				
Engine Displacement				
Executive Order Number				

Table 2: Baseline Engine Information

Engine Model Year	
Engine Make/Model	
Engine Horsepower	
Engine Displacement	
Executive Order Number	
What is the typical California pre-tax cost dealer profit? \$	of the n engine (identified in Table 1) with normal
What is the typical California pre-tax cost engine identified in Table 2) with normal	of this equivalent baseline engine (conventional dealer profit \$
Part II: Verification of Engine Eligib	pility
For engine models not current	y on the list of eligible engines:
	as attachments to this form for each engine model to request additional information to complete the
CARB Natural Gas Internal Combu	stion engine Executive Order
 Warranty provisions for engine 	
 After sales service provisions 	
 MSRP price sheets 	
For engine models currently or of new model years):	n the list of eligible engines (addition
Please check box below if the following s	tatement is true.
•	Table 1 have not been modified from the engine(s) CARB for inclusion on the List of Eligible Engines service provisions.
Which HVIP-approved -dealers currently	sell this vehicle? See <u>CaliforniaHVIP.org/dealerlist</u> .

Describe vehicle maintenance training that is provided to dealers, and any other workforce development or infrastructure-readiness outreach and education that is provided. Indicate if any of this outreach is in low-income or disadvantaged communities:		
Part III: Applicant Signature		
I certify under penalty of perjury that all inform attachments are true and correct.	nation provided in this application and any	
Printed Name of Responsible Party:	Title:	
Signature of Responsible Party:	Date:	
City:	State:	

Appendix C: Vehicles Under Common Ownership or Control

If vehicles are under common ownership, for the purposes of the Clean Truck and Bus Voucher Incentive Project (HVIP) this means that they are owned by the same person, corporation, partnership, limited liability company, or association, including sharing a Tax Identification Number (TIN) or California Carrier Identification Number (CA#) In addition, vehicles managed day to day by the same directors, officers, or managers, or by corporations controlled by the same majority stockholders are considered to be under common control even if their title is held by different business entities.

The examples provided below are intended to further specify, for the purposes of HVIP, the definition of common ownership, corporation, or other entity wishing to purchase or lease an HVIP-eligible vehicle or engine.

Example 1: Parent/Child Company

The George Corporation forms a new, wholly owned corporation, Sam's Transportation Services, and secures a different federal tax identification number for it. While the George Corporation and Sam's Transportation Services can report and comply separately with the regulation, because they are under common ownership, the total number of vehicles of both must be summed in order to determine the fleet size.

Example 2: Common Ownership

The ABC Company and the 123 Company are wholly-owned subsidiaries of Alphabet Group Incorporated. They were acquired by Alphabet Group Incorporated in 1950 and 1970, respectively. Alphabet Group Incorporated is located in Nevada; however, ABC Company and 123 Company are both located in California and each have their own Federal Tax Identification numbers. In addition, they each have unique motor carrier numbers. Both ABC and 123 are decentralized, with most of the decision making pushed down to the operating company level. However, the corporate office centralizes things like insurance, bonding, cash, and financial statement consolidation.

Because ABC and 123 are under common ownership, the total number of vehicles of this fleet must be determined by adding up all the vehicles for ABC and 123. However, ABC and 123 can report and comply separately with the regulation.

Example 3: Common Control

Bill Brown owns Brown's Transportation and controls the day-to-day operation of his fleet. Bonnie Brown is the owner of Bonnie's Transportation, but her vehicles are controlled on a day-to-day basis by Bill Brown. Bill Brown makes decisions regarding vehicle use, maintenance, purchases and sales, etc. Because Brown's Transportation and Bonnie's Transportation fleets are under the common control of Bill Brown, all of the vehicles in both fleets must be summed to determine their fleet size. If, for example, the summed vehicles exceed three, neither could utilize the small business fleet provision.

Example 4: 50/50 Ownership

John Smith owns Company A, and Jane Doe owns Company B. John and Jane also each both own 50% of Company C. Because neither John nor Jane have a majority stake in Company C (neither have more than 50%), as long as Company C is not under common control with either Company A or B, neither John nor Jane must add Company C's vehicles to their own when determining fleet size. Each fleet–Company A, B, and C would report separately and determine its fleet size separately.

If, however, John controlled both the Company A and Company C fleet on a day-to-day basis (managing the vehicles use, maintenance, purchases and sales, etc.), then Company A and Company C's vehicles would need to be combined when determining fleet size.

CARB enforcement may use organizational documents of fleet owners (such as articles of incorporation) to validate fleet ownership.

Example 5: Farming Business

Top Grade Dairy owns two dairies in Tulare with 100 milking cows at each location. John Smith, the owner, the president, and CEO of the company manages the day to day operations. Top Grade Dairy owns the land where the dairies are located and also owns 25 acres where sorghum is grown. Mr. Smith formed a limited liability company, where he is the only member, called Top Grade Silage, which is also managed by Mr. Smith, and only supplies silage to Top Grade Dairies. Each company has a different federal tax identification number.

Since Mr. Smith owns both companies, all the vehicles owned by both Top Grade Dairy and Top Grade Silage would be counted to determine fleet size.

For purposes of determining whether each company meets the definition of a farming business, each business entity must be examined separately. Top Grade Dairy clearly meets the definition of a farming business because it is involved in the operation of a farm as an owner. However, Top Grade Silage does not own the land and therefore does not meet the definition of a farming business. If Top Grade Silage had owned the land, or was a tenant, it would meet the definition of a farming business.

Joint ventures are not considered common ownership or control.

Fleet Size Definitions

For the purposes of HVIP fleet size definitions, "common ownership or control" means being owned by the same person, corporation, partnership, limited liability company, or association. In addition, vehicles managed day to day by the same directors, officers, or managers, or by corporations controlled by the same majority stockholders are considered to be under common control even if their title is held by different business entities. Vehicles owned by different entities but operated by using common or shared resources to manage the day-to-day operations by using the same motor carrier number, displaying the same name or logo, or contractors who represent the same company are considered to be under

common ownership or control. Common ownership or control includes relationships where the controlling party has the right to direct or control the vehicle as to the details of when, where, and how work is to be performed or where expenses for operating the vehicle, such as fuel or insurance, are shared. However, if the purchaser is hired as a contractor by a larger fleet the purchaser does not need to count trucks operated by the hiring fleet as part of the purchaser's fleet size, though the contractor's vehicles are counted as part of the hiring fleet. At CARB's sole discretion the contractor may be required to provide additional documentation, including but not limited to, copies of their California Business License, CA # or DOT # and minimum of one year of DOT registration history, or a copy of their written contract agreement with the hiring fleet. Common ownership or control does not include agreements for individual loads that are competitively bid and issued to the lowest qualifying bid, and such agreements do not need to be counted towards a purchaser's fleet size.

For Standard HVIP and all Set-Asides except for ZESBI, HVIP's fleet size definition for voucher requests placed on or after 1/1/24 is inclusive of the fleet's vehicles domiciled anywhere globally that are over 8,500 lbs. GVWR, including all such vehicles under common ownership or control, as defined in HVIP's Implementation Manual.

Fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled.

Fleet size is inclusive of existing unredeemed HVIP vouchers, but **does not** count the current voucher request; therefore, if a voucher(s) represents the fleet's first purchase of a vehicle with a **GVWR greater than 8,500 lbs.**, a fleet size of "0" should be entered. Before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits.

Appendix D: HVIP Voucher Stages

Voucher Request Stages

- Pending Submittal: Dealer enters information into Voucher Processing Center about the request (quantity, purchaser, etc.) The request will remain in the pending status until the dealer uploads a purchaser (PO), selects a vehicle and the quantity and hits "submit". If applicable, dealers submitting bulk POs must upload those as well.
- Submitted: The dealer has submitted the voucher request. If any issues are found
 with any of the submission documents, the Request form, or AB794 compliance, the
 Voucher Processing Team will reach out to the dealer within seven business days.
 False and/or misleading information will be subject to immediate cancellation upon
 review.
- Queued: The Voucher Processing Team performs a preliminary review of the voucher request to check for any outstanding issues before standard initial review. The Team then assigns funding status or assigns request to a contingency list if available. The average wait times to begin initial review and receive communication is three to five business days.
- Funding Reserved: Funds are reserved from the appropriate funding source (i.e. drayage or transit set-aside, etc.) for the voucher request. This step of the process is not voucher approval; funding is not guaranteed. A full and comprehensive review must take place for the voucher request to progress to "Accepted Pending Confirmation" for funding to be secured, The Project Administrator then begins standard initial review. The dealer will have 10 days to address any issues or the vouchers may be subject to cancellation. Without any outstanding issues, the average wait times for the initial review to be complete is two weeks.
- Accepted Pending Signed Forms (APSF): The Project Administrator sends Terms and Conditions to both the dealer and purchaser for review and signature. Upon completion of the Purchaser section of the Voucher Request form, the average wait time to receive Terms and Conditions is two weeks. A voucher must pass the regulatory compliance review to move past APSF.
- Vouchers Created: All stages of a voucher request have been completed. Terms and Conditions and Purchaser Form have been accepted for review. Under the "Voucher Requests" tab, the dealer will see the "Vouchers Created" status. Simultaneously, under the "Vouchers" tab in the VPC, the dealer will be able to see assigned voucher IDs by looking at the "Accepted Pending Confirmation" status.

Voucher Processing Stages

- Request in Process: This is the first status in the voucher object. It is used as a
 placeholder until all the voucher request statuses are completed. This stage is not
 visible to dealers and is only visible to project administrators. No actions are needed
 by dealer and the vouchers will automatically be moved to "Accepted Pending
 Confirmation" once the voucher request is moved from "Accepted Pending Signed
 Forms."
- Accepted Pending Confirmation: Individual vouchers are now visible to dealers under the "Vouchers" tab in the VPC. Before this status, their Vouchers tab will be blank. Dealers must fill out VINs and requested vehicle information in the "Key Fields" section in order for their vouchers to move forward. Project Administrators reviews VIN and confirms MY of vehicle is what is listed in the VPC Vehicle Catalog. After VINs and an Anticipated Delivery date has been provided, the average wait time for the Team to move this voucher to the next status is two to four weeks.
- Pending Delivery: Vouchers must be updated every 90 days to re-confirm the
 anticipated delivery date. Dealers must fill out additional vehicle information in the
 "Key Fields" section in order for vouchers to move forward. As well, photos of the VIN
 Tag and the VECI Label are required at this status.
- Redemption Processing: Dealers are sent a Redemption form for completion. Dealers
 must also complete all items on a Redemption Checklist in order to move their
 vouchers forward. CARB extension approval is needed if redemption will not occur
 within 18 months of the date funding is reserved, except for vouchers for public
 transit buses which have a longer timeline at 36 months from the date funding is
 reserved. The average wait time for voucher that is complete and error free to move
 to the next status is two weeks.
- Redemption Approved: CALSTART's Accounts Payable team mails payment to dealer (approximately seven business days) (or electronic payment, if available). The purchaser is required to complete an annual survey for three years after redemption.
- Completed Paid: Check information has been added to voucher record. Dealer reimbursement process is complete.
- Cancel/Voided: Upon dealer or purchaser request or for other reasons, HVIP staff can
 cancel a pending voucher or voucher request at any stage. Visible to the dealer in the
 Voucher Processing Center, staff will mark a cancellation reason as indicated by the
 dealer and will notify both the dealer and purchaser via email. If a voucher is
 cancelled within the first 30 days of the date on which it was requested, it is
 considered Voided, whether the cancellation was initiated by the purchaser or by
 HVIP staff.

Appendix E: HVIP Terms and Conditions

HVIP Terms and Conditions Form Purchaser

As a condition for participating in the State of California, Air Resources Board (CARB)

Clean Truck and Bus Voucher Incentive Project (HVIP), the purchaser must comply with the requirements below:

- 1. I have reviewed and verified all information in all sections of the voucher request, including the fleet definitions, DAC, and all other Purchaser Information on this request form, and including the Vehicle and Vehicle Vocation/Type selected for this voucher;
- 2. I certify compliance with state labor laws and will remain in compliance with labor laws for at least three years after voucher redemption and will retain direct control over the manner and means for performance of any individual using or driving the vehicle. I will attest annually at cazevlaborlawcompliance.org.
- 3. I have read, understand and agree to all provisions in HVIP Implementation Manual;
- 4. I agree to register the vehicle in California with the Department of Motor Vehicles (DMV). Military and U.S. Postal Service vehicles are not subject to this requirement;
- 5. I agree to allow CARB, grantee, or their designee to verify the vehicle registration with the DMV;
- 6. I agree to maintain vehicle insurance as required by law;
- 7. I agree to never modify the vehicle's emission control system, engine, or engine software calibrations;
- 8. I agree to provide access to necessary charging equipment at the domicile location, or a copy of my company's charging policy showing plug-in access at the domicile location;
- 9. I understand that the fleet must be in compliance and remain in compliance with all applicable federal, state, and local air quality rules and regulations, including but not limited to the CARB Clean Truck Check Regulation furthermore I understand that CARB reserves the right to check compliance at any time;
- 10. I agree to own/lease and ensure the vehicles operates 100% in California for a minimum of three years from the date of voucher redemption unless: 1) the vehicle is an emergency response vehicle which may be deployed out of state, 2) the vehicle address identified in this form is in a county which borders Arizona, Nevada, Oregon or Mexico, or 3) the vehicle is a Class 8 truck conducting business outside of California. In the first two cases only, the vehicle may operate outside of California for

- up to 25% of its mileage. For the third case, the vehicle may operate outside of California for up to 50%. Military vehicles are not subject to this requirement;
- 11. I agree to retain ownership/lease of the vehicle for at least three years from the date of voucher redemption, unless given explicit prior written approval from CARB to sell or transfer the vehicle;
- 12. I understand that I will receive automated emails from the HVIP Voucher Processing Center when the Dealer requests a voucher on my behalf; when the voucher has been redeemed by the Dealer; and in any instance wherein the voucher is cancelled for any reason. I will notify hvip-processing@calstart.org and voucherprocessing@tetratech.com if a different person should receive these messages instead;
- 13. I agree to keep written records of the vehicle purchase/lease for three years after the purchase/lease date and provide CARB or its designee with these records within ten days of their request. These records include but are not limited to the vehicle invoice, proof of purchase, DMV records, vehicle payment information and related bank records, and purchaser fleet information;
- 14. I agree that the purchased/leased vehicle and emission reductions it generates shall not be used as emission reductions to comply with an enforcement obligation of any person or entity other than CARB;
- 15. I agree to complete the annual usage survey and questionnaire for three years, as requested by CARB. Military vehicles are not subject to this requirement;
- 16. I agree that all information associated with this voucher request and voucher redemption, including business name and address, contact information, and sales transaction are public information and subject to release;
- 17. I understand that this information will also be shared with geographically relevant utility provider(s) for the purposes of infrastructure planning and incentive coordination, as well as with infrastructure providers if I am requesting infrastructure coordination through the EnergIIZE Commercial Vehicles project;
- 18. I agree to disclose all sources of public funding that apply to the purchase of any vehicles for which I request HVIP vouchers;
- 19. I agree to the Manufacturers Terms and Conditions for usage of the vehicle's telematics device. Additionally, I agree to allow the Manufacturer to have access to the vehicle location and on/off data so the Manufacturer can report to CARB grantee, or their designee the vehicle operation telematics for each HVIP-funded vehicle within disadvantaged communities. Vehicles equipped with Natural Gas Internal Combustion engines, and military vehicles are exempt from this requirement;
- 20. I agree to be available for a follow-up inspection by CARB, grantee or their designee, if requested;

- 21. The information provided in this application is true and all supporting documentation is true and correct and meet the minimum requirements of HVIP;
- 22. I have the legal authority to apply for incentive funding for the purchasing entity described in this agreement;
- 23. I agree that failure to comply with the terms of this agreement may result in repayment to CARB of voucher funds received;
- 24. I understand that this HVIP voucher request is only valid for this specific vehicle purchased/leased through this specific dealer/manufacturer, and that any voucher provided based on this voucher request will be null and void if the purchaser/ dealer/manufacturer, or vehicle identified herein change prior to voucher redemption or for noncompliance with applicable HVIP requirements;
- 25. I understand that CARB reserves all rights and remedies available under the law to enforce the terms of this agreement.
- 26. I have reviewed the fleet size information provided by the dealer on this request, and I attest that it accurately represents the size of my fleet, inclusive of vehicles domiciled anywhere globally that are over 8,500 lbs. GVWR, including all such vehicles under common ownership or control. I acknowledge that fleet size is inclusive of vehicles registered with the California Department of Motor Vehicles (DMV) as non-operational, but excluding off-road vehicles, unregistered vehicles, and those registered with the DMV as non-revivable junk or dismantled. I acknowledge that fleet size is inclusive of unredeemed HVIP vouchers and does count the current voucher request quantity; therefore, if a voucher(s) represents the fleet's first purchase of a vehicle with a GVWR greater than 8,500 lbs., a fleet size of "0" should be entered. Before voucher redemption, additional verification of fleet size may be required at CARB's sole discretion, including site visits.

Per #21: Additional Public Funding Sources for this Vehicle:

Note: Formula funding from the Federal Transit Administration does not need to be included; discretionary FTA funds do need to be included

Note: Programs that can be stacked with HVIP for small fleets include but are not limited to the Carl Moyer Memorial Air Quality Standards Attainment Program and the CARB Truck Loan Assistance Program. Fleets size 20 and smaller can combine state funding sources with HVIP, if the other program allows stacking, each incentive program is not paying for the same incremental cost, and the non-HVIP incentive program is not required to generate greenhouse gas emission reductions.

Transit buses operated by or on behalf of a city or county government; a transportation district/transit district; or a public agency, including paratransit and micro-transit services may stack incentives with HVIP **regardless of fleet size**. When stacking HVIP vouchers with other funding sources for public transit buses, HVIP funding may be combined with the

provision that HVIP will only fund the remaining cost up to the maximum voucher amount after the other incentives have been applied at their maximum allowable amounts.

Fleets of any size may stack federal incentives and VW Mitigation funds as long as each incentive program is not paying for the same incremental cost, the non-HVIP incentive program is not required to generate greenhouse gas emission reductions and HVIP makes payment last.

Funding Source (i.e., name of grant program)	Funding Organization	Anticipated Funding Amount	Date or Anticipated Date of Funding

The purchaser will be asked to re-confirm funds stacking before redemption.

By signing HVIP Voucher Request and Terms and Conditions Form, I acknowledge that I have read and understand, and agree to be bound by, the Terms and Conditions as outlined above.

I certify under penalty of perjury that the information provided is accurate.

Name of Vehicle Purchaser:	
Signature of Vehicle Purchaser: _	
Date:	

HVIP Voucher Request and Terms and Conditions Form Dealer

- 1. I have read, understand and agree to all provisions in the HVIP Implementation Manual;
- 2. The vehicle and vehicle order information on this form are true and correct;
- 3. I certify that this HVIP voucher request corresponds with a real and completed vehicle order, which has not yet been delivered to the purchaser;
- 4. I agree to seek pre-approval from the California Air Resources Board before any sale of the vehicle, or any lease not included on the Voucher Request Form;
- 5. I have not inflated the price of the HVIP funded vehicle and I agree to deduct 100% of the requested voucher amount from the price of the vehicle;
- 6. I agree to be available for a follow-up inspection by the California Air Resources Board, grantee, or their designee, if requested;
- 7. I agree to keep written records of the vehicle purchase for three years after the purchase date and provide the California Air Resources Board or its designee with these records within ten days of their request. These records include but are not limited to the vehicle invoice, proof of purchase, California Department of Motor Vehicle records, vehicle payment information and related bank records, and purchaser fleet information;
- 8. I understand that this HVIP voucher request is only valid for this specific vehicle purchaser and vehicle, and that any voucher provided based on this voucher request will be null and void if the purchaser and vehicle identified herein change prior to voucher redemption or for noncompliance with applicable HVIP requirements;
- 9. I agree to keep my Voucher Processing Center account active while I have unredeemed vouchers, including any required training, and including shared accounts;
- 10.I have the legal authority to participate in HVIP for the Dealer described in this agreement;
- 11. I understand that any information submitted may be subject to public requests for information;
- 12.I understand that CARB reserves all rights and remedies available under the law to enforce the terms of this agreement;
- 13.I agree that failure to comply with the terms of this agreement may result in repayment to CARB of voucher funds received.
- 14. Repayment Obligations: If CARB or the state of California (State) determines that Dealer is in breach or has breached any obligation to remain in compliance with any applicable laws and regulations, including but not limited to obligations in the HVIP

Implementation Manual or any other term of this agreement, then Dealer immediately upon demand shall pay CARB (or CARB's grantee as requested), as liquidated damages, the amount determined by CARB, up to the full amount of all HVIP voucher funds previously paid to the Dealer under this agreement. This obligation may apply even if there is a concurrent noncompliance caused by a third party.

Dealer agrees that quantifying the losses arising from any breach or noncompliance is inherently difficult insofar as breach may cause CARB and the State irreparable, serious, or substantial harm or damage, including to taxpayers or to the environment. Dealer further stipulates that the agreed upon amount of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. The remedies set out in this paragraph are contractual in nature. Nothing in this agreement in any way limits, prevents, or precludes CARB and the State from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

By signing HVIP Voucher Request and Terms and Conditions Form, I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions as outlined above. I certify under penalty of perjury that the information provided is accurate.

Name of Dealer Representative:	
Signature of Representative:	
Date:	

Appendix E: HVIP Voucher Request and Redemption Forms

Appendix E will be published separately from this document at **CaliforniaHVIP.org/im**.

Appendix F: Innovative Small E-Fleets

Appendix F be published separately from this document at **CaliforniaHVIP.org/im**.

Contact <u>SEF@CaliforniaHVIP.org</u> and visit <u>CaliforniaHVIP.org/purchasers</u> for more information.

Appendix G: Zero-Emission School Bus and Infrastructure

Appendix G will be published separately from this document at **CaliforniaHVIP.org/im**.

Contact <u>schoolbusteam@calstart.org</u> and visit <u>CaliforniaHVIP.org/purchasers</u> for more information.

Appendix H: Transit Set Aside

Appendix H will be published separately from this document at <u>CaliforniaHVIP.org/im</u>

Contact <u>info@CaliforniaHVIP.org</u> and visit <u>CaliforniaHVIP.org/purchasers</u>
for more information.

Appendix I: Demonstration Vehicles

Appendix I will be published separately from this document at **CaliforniaHVIP.org/im**.

Appendix J: Class 2b Pilot Program

Appendix J will be published separately from this document at **CaliforniaHVIP.org/im**.