

# Connecticut Electric Bicycle (eBike) Incentive Program

## Terms and Conditions

The Connecticut Electric Bicycle Incentive Program (Program<sup>1</sup>) offers vouchers to individual<sup>2</sup> eligible Connecticut residents (Applicant) who purchase an eligible electric bicycle (Eligible eBike) from a retail bicycle shop in the State of Connecticut (Participating eBike Retailer). By participating in the Program, the Applicant and Participating eBike Retailer agree to adhere to and comply with these Terms and Conditions. The purchase of an Eligible eBike does not entitle an Applicant to a rebate from the Program and no express property right is created by the Program. Furthermore, funding for this program is limited and the program cannot issue incentives that exceed available funds.

Administrative program requirements are determined by the Connecticut Department of Energy and Environmental Protection (DEEP), as advised by the CHEAPR Board, who in accordance with the provisions of Conn. Gen. Stat. § 22a-202e reserves the right to make changes to any program parameter including, but not limited to Eligible eBikes, voucher amounts, and eligibility criteria for the Standard Voucher and Voucher+. DEEP has selected the Center for Sustainable Energy (CSE) to serve as the program administrator (Program Administrator). For complete program requirements, see the [Connecticut Electric Bicycle Incentive Program](#) website and the current version of the Program Implementation Manual, which may be amended from time to time.

Questions about the Program Terms and Conditions may be directed to Program Administrator at (855-704-6350) or [cheapr@energycenter.org](mailto:cheapr@energycenter.org).

## DEFINED TERMS

Capitalized terms used in these Terms and Conditions, but not expressly defined herein shall have the meanings given to them in the Implementation Manual published on the Program website.

## PROGRAM REQUIREMENTS

The Program verifies Applicant eligibility via an [online prequalification voucher application](#). Applicants that meet Program eligibility requirements may be issued a Standard Voucher or Standard Voucher and an additional incentive (Voucher+), that may be redeemed at a Participating eBike Retailer towards the purchase of an Eligible eBike. Applicants and Participating eBike Retailers must comply with these program Terms and Conditions and are responsible for reviewing and understanding the program requirements prior to applying for or redeeming a voucher.

### Eligible eBike Requirements

To be eligible for the Program, an eBike must meet the following criteria:

1. A bicycle equipped with operable foot pedals and an electric motor of less than 750 watts of power, which is of the following classes:
  - a. Class 1: Limited to a top speed of 20 miles per hour, with pedal assist only;

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<sup>1</sup>Established pursuant to Conn. Gen. Stat. § 22a-202.

<sup>2</sup>Eligible Connecticut resident at the time the eligible eBike is purchased. Active-duty military members stationed in Connecticut at the time the eligible eBike is purchased are considered to be eligible Connecticut residents.

- b. Class 2: Limited to a top speed of 20 miles per hour, but have both pedal assist and a throttle; OR
  - c. Class 3: Limited to a top speed of 28 miles per hour, with pedal assist only.
2. Be newly purchased, with original proof of purchase, from a Participating eBike Retailer. Private sales (e.g., person to person) are not eligible
3. Have a Manufacturer's Suggested Retail Price ("MSRP") of not more than \$3,000;
4. Have a manufacturer's warranty for frame and components for a period of not less than one (1) year; and
5. Have an electrical drive system certified by an accredited testing laboratory for compliance with UL 2849<sup>3</sup> or EN 15194.<sup>4</sup>

Inclusion of a particular eBike Make or Model as an Eligible eBike in the Program shall not be construed as a representation of the suitability or fitness for use of a particular eBike.

## Applicant Requirements

An Applicant must meet the following program requirements:

1. Be a Connecticut resident eighteen (18) years of age or older at the time of submitting an [online prequalification voucher application](#), and at the time of voucher redemption. Active-duty military members stationed in Connecticut are eligible to apply for a voucher.
2. Eligibility is limited to the purchase of eBikes expected primarily to serve basic transportation needs of Connecticut residents and to reduce or avoid vehicle miles travelled in an automobile or any other means of transportation directly powered by fossil fuels. Connecticut residents intending to purchase Eligible eBikes solely for recreation are not eligible to receive a voucher.
3. Voucher+ applicants must provide proof that they satisfy one of the following Voucher+ eligibility criteria:
  - a. Reside in an [Environmental Justice Community](#) or [Distressed Municipality](#); OR
  - b. Have a household income that is less than [300% of the Federal Poverty Level](#); OR
  - c. Be currently enrolled in an [approved state or federal income-qualified program](#).
4. Redeem issued vouchers at a Participating eBike Retailer within ninety (90) calendar days of issuance from the Program Administrator. Un-redeemed vouchers will be cancelled, and funds will be returned to the Program.

Additionally, an Applicant agrees to the following Terms and Conditions:

1. Limit of one (1) eBike voucher per eligible Connecticut resident over the lifetime of the Program.
2. Applicant must retain ownership of the eBike for a minimum of twenty-four (24) months from the date of purchase.

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<sup>3</sup>[https://www.ul.com/micromobility-device-safety-testing-and-certification?utm\\_mktocampaign=consumertech\\_micromobility&utm\\_mktoadid=609795351104&campaignid=17691794560&adgroupid=140354181082&matchtype=b&device=c&creative=609795351104&keyword=ul%202849%20certification&gad=1&gclid=EAIaIQobChMI0N7N4pnl\\_wIVUEVYCh1K2AjqEAAYASAAEgIUSvD\\_BwE](https://www.ul.com/micromobility-device-safety-testing-and-certification?utm_mktocampaign=consumertech_micromobility&utm_mktoadid=609795351104&campaignid=17691794560&adgroupid=140354181082&matchtype=b&device=c&creative=609795351104&keyword=ul%202849%20certification&gad=1&gclid=EAIaIQobChMI0N7N4pnl_wIVUEVYCh1K2AjqEAAYASAAEgIUSvD_BwE)

<sup>4</sup> <https://www.en-standard.eu/ilnas-en-15194-cycles-electrically-power-assisted-cycles-epac-bicycles/>

3. Applicants are required to complete a Consumer Survey to provide feedback on the Program and will be provided a link to a Consumer Survey via email.
4. Applicant shall operate and maintain the Eligible eBike consistent with the Eligible eBike's owner's manual.
5. Applicant shall follow all applicable safety best practices for the operation of an Eligible eBike and shall obey all applicable traffic laws when operating the Eligible eBike.
6. Applicant shall indemnify and hold harmless the State of Connecticut, DEEP and the Program Administrator in the event of any injury or harm resulting from the operation or storage of an Eligible eBike.
7. Respond to program communications and provide additional information requested by the Program Administrator. Program communications will be sent via email from [cheapr@energycenter.org](mailto:cheapr@energycenter.org). It is the responsibility of the Applicant to submit a correct email address in the application and ensure the email address allows emails from [cheapr@energycenter.org](mailto:cheapr@energycenter.org). Program communications may include requests for additional documents or information. Failure to respond to these requests or failure to submit required documents within the allotted time frame will lead to the cancelation of the voucher and the return of reserved funds to the program. If eligible, an Applicant is responsible for submitting a new application. If the new application falls outside of an Applicant's eligibility window, the application will be ineligible. Extensions will not be granted.

## Participating eBike Retailer Requirements

Participating eBike Retailers must meet the following program requirements:

1. Have a physical storefront ("brick and mortar") in the State of Connecticut;
2. Be in good standing with the State of Connecticut and possess a current Certificate of Legal Existence with the Connecticut Secretary of State;
3. Offer for sale at least one Eligible eBike model; and
4. Submit a completed [Participating eBike Retailer Enrollment Form](#) which indicates agreement with and acceptance of these Program Terms and Conditions.

Additionally, Participating eBike Retailers agree that they shall:

1. Redeem Program vouchers at the point-of-sale through a direct reduction of the purchase price of an Eligible eBike.
2. Offer Eligible eBikes at the Manufacturer's Suggested Retail Price (MSRP), or lower, and apply any sales or other price reductions currently available to the general public to the purchase of an Eligible eBike through the program – i.e. the Participating eBike Retailer will not increase the price of an Eligible eBike, or fail to offer a discount available to the general public, or otherwise manipulate the price of the Eligible eBike in any way that would wholly or partially negate the value of the Program voucher. Violation of this provision could subject Participating eBike Retailers to action under Connecticut's Unfair Trade Practices Act. See Conn. Gen. Stat. Sections [42-110a, et seq.](#)
3. Submit voucher redemptions through the [online Voucher Redemption Form](#) as expeditiously as possible, but no later than fifteen (15) calendar days from the date of sale of the Eligible eBike.

4. Participating eBike Retailers agree that voucher issuance and verification of Applicant eligibility to receive a voucher is **at the sole discretion of the Program Administrator**, and it is not the responsibility of the Participating eBike Retailer to verify an Applicant's eligibility beyond confirming that the Voucher ID presented by the Applicant is valid through the [online Voucher Redemption Form](#). DEEP and the Program Administrator will not reimburse any vouchers provided by Participating eBike Retailers to customers that are not directly linked to a Voucher ID issued by the Program Administrator.

## Application Process

1. All Applicants must apply for a Standard voucher or Voucher+ through [the online prequalification voucher](#) application **prior to purchasing an Eligible eBike**.
  - a. Standard voucher applicants must provide their legal First and Last Name, contact information (email and phone), home address and valid Driver's License or Non-Driver's Identification Card number.
  - b. All Applicants must acknowledge that they accept the Program Terms and Conditions.
  - c. Voucher+ applicants must indicate on their voucher application which Voucher+ criteria they satisfy and provide proof of eligibility for Rebate+.
    - i. Applicants indicating that they reside in an Environmental Justice Community or Distressed Municipality will have their eligibility verified by the Program Administrator by using the address provided in their application.
    - ii. Applicants indicating that they are enrolled in an approved state or federal income-qualified program must upload proof of current enrollment, and the enrollment must be in the Applicant's name.
    - iii. Applicants indicating their household income is less than 300% of the Federal Poverty Level must submit tax transcripts for their household from the most recent tax year.
2. Applicants **MAY NOT** apply for a voucher directly at the point-of-sale or at a Participating eBike Retailer.
3. An Applicant that has received a Standard voucher but believes that they qualify for Voucher+ **MAY NOT** receive a Voucher+ at the point-of-sale without first receiving a Voucher+ from the Program Administrator.
4. All vouchers (Standard and Voucher+) must be redeemed at the point-of-sale at a Participating eBike Retailer and must be applied towards the purchase of an Eligible eBike.
5. Applicants, or their legally authorized representative, must sign and date a statement acknowledging receipt of these Program Terms and Conditions.
  - a. Authorized representatives will be required to supply documentation to demonstrate their authority to sign on an Applicant's behalf.
  - b. Applicants who submit an application with incorrect information will need to reapply.
6. Standard Voucher and Voucher+ Applicants without internet access may submit their application and supporting documents to the Program Administrator by U.S. mail. Submission date for mailed applications will be determined by U.S. mail postmark.

**Center for Sustainable Energy, ATTN: CT E-Bike Incentive Program**

**3980 Sherman Street, Suite 170, San Diego, CA 92110**

7. Upon voucher redemption by an Applicant at a Participating eBike Retailer, the Participating eBike Retailer must complete an [online Voucher Redemption Form](#) with all supporting documents within fifteen (15) calendar days of the date of sale of the Eligible eBike. For security purposes, supporting documents that are sent on removable media (flash drives, CD's DVD's etc.) will not be accepted. If the supporting documents are not submitted within the time frames allowed, the Program Administrator will cancel the application and release the reserved voucher funds back to the Program.
8. As part of the application process, Applicants must respond to program communications and provide additional information requested by the Program Administrator. Program communications will be sent via email from [cheapr@energycenter.org](mailto:cheapr@energycenter.org). It is the responsibility of an Applicant to submit a correct email address in the application and ensure the email address allows emails from [cheapr@energycenter.org](mailto:cheapr@energycenter.org). Program communications may include requests for additional documents or information. Failure to respond to these requests or failure to submit required documents within the allotted time frame will lead to the cancelation of the voucher application or voucher redemption request and the return of any funds reserved to the program. If eligible, an Applicant is responsible for submitting a new application. If the new application falls outside of an Applicant's eligibility window, the application will be ineligible. Extensions will not be granted.
9. Application submission does not guarantee availability of program voucher funds.

### Supporting Documents

Supporting documents are required. Additional documents may be requested by the Program Administrator and are required.

1. Acknowledged Terms and Conditions.
  - a. As part of the voucher application, Applicants must sign these Terms and Conditions.
  - b. As part of the Participating eBike Retailer Enrollment Form submittal, Participating eBike Retailers must sign these Terms and Conditions.
2. For proof of Connecticut residency, provide a copy of the Applicant's valid Connecticut driver license or Non-Driver's Identification card.
3. Connecticut residents who do not have a valid Connecticut driver's license or a Non-Driver Identification Card will be required to provide an out of state driver license and an alternate form of proof of residency, such as:
  - a. A utility or cable bill from the last three (3) months.
  - b. A signed, dated, and notarized residential rental agreement.
  - c. Military orders for active-duty military members stationed in Connecticut.
  - d. Other valid form of Connecticut residency as approved by DEEP.
4. For Voucher+ if qualifying via household income, a tax transcript. If qualifying via categorical eligibility provide proof of current enrollment in an approved state or federal income-qualified program.
5. Copy of the sales receipt with an itemization of credits, discounts and incentives received, if applicable. Both the name of the Applicant and retailer must be listed on the document.

6. A signed and completed Voucher Transfer Form.

## Voucher Applications and Redemptions

Program funds are limited and will be reserved at the time of voucher application approval. Upon program opening,<sup>5</sup> the Program Administrator shall intake all voucher applications for a period of ten (10) calendar days. During this 10-day period, if total voucher applications exceed the available incentive funds, the Program Administrator will first review all Voucher+ applications in the order they were received. If funding remains after all Voucher+ applications have been reviewed, the Program Administrator will then review Standard voucher applications in the order they were received.

Payments for redeemed vouchers are issued to Participating eBike Retailers within ten (10) calendar days of approval of a voucher redemption. Submission of a voucher redemption does not guarantee payment. Participating eBike Retailers must respond to program communications and provide additional information requested by the Program Administrator.

Participating eBike Retailers are responsible for providing the Program Administrator with correct ACH information for voucher payments. The Program is not responsible for voucher funds that are incorrectly deposited as a result of incorrect ACH information supplied by the Participating eBike Retailer. The Program Administrator reserves the right to request a voided check from Participating eBike Retailers to validate the ACH information provided.

Standard voucher and Voucher+ will be applied in the form of a line-item reduction in the purchase price of an Eligible eBike.

## GOVERNING LAW

These Terms and Conditions and all related documents, and all matters arising out of or relating to the Program, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Connecticut, United States of America (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Connecticut.

## DISPUTE RESOLUTION

An Applicant or Participating eBike Retailer shall attempt in good faith to resolve any dispute arising out of, or relating to, this transaction promptly by negotiations between the Program Administrator or his or her designated representative and an Applicant or Participating eBike Retailer or their designees. Either party must give the other party, or parties, written notice of any dispute. Within thirty (30) calendar days after delivery of the notice, the parties shall meet, and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) calendar days of the first meeting, any party may pursue other remedies including mediation. All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 4-8 of the Connecticut Code of Evidence shall apply. Notwithstanding the foregoing provisions, a party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Each party is required to continue

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<sup>5</sup> Initial program opening is June 28, 2023

to perform its obligations under this Contract pending final resolution of any dispute arising out of, or relating to, the Program.

DEEP will consider appeals to the denial of a voucher application or voucher redemption on a case-by-case basis. To request DEEP consider an appeal, an Applicant or Participating eBike Retailer must contact [cheapr@energycenter.org](mailto:cheapr@energycenter.org) within sixty (60) calendar days of the date of voucher application or voucher redemption denial. The appeal must include all facts that form the basis for the appeal.

## ELECTRONIC SIGNATURE AND COPIES

Applicant agrees that Program documents may be executed with signatures delivered by telecopy or other electronic imaging means (e.g., PDF by email) and further, electronic signatures or the keeping of records in electronic form shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in the Connecticut Uniform Electronic Transactions Act (CUETA) codified in Conn. Gen. Stat §§ 1-266 to 1-286, inclusive of the Connecticut General Statutes and any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act (15 U.S. Code § 7001 et seq.).

## ACKNOWLEDGEMENT AND CERTIFICATION

Applicant or Participating eBike Retailer agrees to voluntarily submit personally identifiable information for the purposes of processing the voucher application and redemption and to allow the Program Administrator to ensure compliance with these Terms and Conditions. Additional information can be found in the Program's [Privacy Policy](#).

By participating in the Program, Applicant agrees to be contacted by the State of Connecticut and/or the Program Administrator for purposes of related to the administration and improvement of the Program and further agrees to the State of Connecticut and/or the Program Administrator sharing Applicant's contact information, including postal and email addresses with their electric service provider and agrees to be contacted regarding programs and information on energy use and conservation data.

Applicant or Participating eBike Retailer agrees that data collected as part of this voucher application and redemption process, excluding personally identifiable information, may be used by DEEP to inform other program and research efforts. DEEP reserves the right to request further participation from voucher recipients in ongoing research efforts that support program goals.

Applicant or Participating eBike Retailer understands that a false statement made in submitted information or altered documentation may be punishable as a criminal offense, under Conn. Gen. Stat. Section §§ 22a-175 and 53a-157b, and in accordance with any applicable statute and may result in forfeiture of voucher or reimbursement of voucher received.

Applicant or Participating eBike Retailer certifies to have personally examined and is familiar with the information submitted in this application and all supporting documentation thereto. Applicant or Participating eBike Retailer agrees that by submitting their signature they hereby certify and declare under the penalties of false statement that the statements made in submission of this voucher and the information provided on the prescribed forms are true, accurate and complete to the best of Applicant's or Participating eBike Retailer's knowledge and belief.

Applicant is solely responsible for understanding and negotiating the terms and conditions of purchasing an eBike from a Participating eBike Retailer, and for ensuring that the Participating eBike Retailer properly applies the discounts and incentives before the purchase transaction is finalized. Any warranties or guarantees are solely the responsibility of the Participating eBike Retailer and manufacturers; Program Administrator makes no representations or warranties whatsoever about any Eligible eBike purchased under the Program and is not responsible for any Eligible eBike defect or problem or injury sustained by the use of an eBike obtained through this program. The applicant is solely responsible for determining the suitability of any Eligible eBike and for understanding the limitations of any warranty or guarantee provided by the Participating eBike Retailer or manufacturer. Program Administrator does not endorse or guarantee, and makes no warranties or representations regarding, any Participating eBike Retailer or product. The Program Administrator shall not be liable for any loss or damage of any kind arising out of or connected to any Participating eBike Retailer or product for which it provides incentives.

**SIGNATURE- Program Applicant**

Applicants must sign the Terms and Conditions. Not Applicable if Participating eBike Retailer.

Applicant First Name: \_\_\_\_\_ Applicant Last Name: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SIGNATURE- Participating eBike Retailer**

Participating eBike Retailers must sign the Terms and Conditions. Not Applicable if Applicant.

Participating eBike Retailer Authorized Representative and Primary Contact

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

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