Sonoma Clean Power

Nonprofit EV Rebate
Terms and Conditions

The following terms and conditions apply to the Sonoma Clean Power Authority's ("SCP"), a California joint powers authority, Nonprofit Electric Vehicle Rebate program ("Program"). Nonprofit organizations that are SCP customers and interested in participating in the Program must demonstrate compliance with the terms and conditions contained herein and enter into a Nonprofit EV Rebate Agreement ("Rebate Agreement") with SCP to receive a reimbursement for purchasing or leasing an eligible all-electric vehicle.

1. GENERAL TERMS AND CONDITIONS

1.1. REBATES: The Program consists of a rebate for nonprofit organizations to purchase or lease an all-electric vehicle. The rebate consists of a reimbursement for seventy-five percent (75%) of the actual amount paid by an eligible organization to purchase or lease (for a term of at least three years) an eligible all-electric vehicle, which reimbursement shall not exceed **$15,000** for a passenger vehicle, low speed electric vehicles, or electric utility task vehicles; or $22,500 for a vehicle with a maximum published payload over 1,500 pounds. The reimbursement is provided by SCP to eligible nonprofit organizations that are customers of SCP, execute the Rebate Agreement, and demonstrate to SCP, pursuant to the terms and conditions contained herein and in the Rebate Agreement, that the organization has satisfied all Program requirements. If the organization has other grants or restricted donations for the vehicle, the rebate may be lower (see Section 1.15, Other Funding).

1.2. ELIGIBILITY: Organizations must be one or more of the following:

i. A nonprofit corporation formally recognized by the U.S. Internal Revenue Service ("IRS") as a 501(c)(3), 501(c)(4), or 501(c)(5) tax-exempt organization.

ii. An organization with a fiscal sponsor that is formally recognized by the IRS as a 501(c)(3), 501(c)(4), or 501(c)(5) tax-exempt organization.

iii. A tribal government or other tribal entity with tax-exempt status.

iv. An SCP customer partnering with an organization listed above (a "Nonprofit Sponsor"), with SCP's prior written approval. The Nonprofit Sponsor does not need to be an SCP customer.

Organizations must also be SCP customers and demonstrate compliance with all Program requirements outlined in these terms and conditions and the Rebate Agreement. Organizations must serve residents of SCP's service area, with priority for those serving income-qualified or low-to-moderate income residents and others with limited transportation options. SCP makes all final eligibility decisions.

1.3. PROOF OF STATUS: An organization must prove it qualifies as an eligible organization pursuant to Section 1.2 (Eligibility) by providing to SCP any of the following:

i. Proof that the IRS currently recognizes the organization as an eligible tax-exempt organization;

ii. A statement from a State taxing body or the State Attorney General certifying that:

I. The organization is a nonprofit organization operating within the State; and

II. No part of its net earnings may lawfully benefit any private shareholder or individual;

iii. A certified copy of the organization's Articles of Incorporation, or similar document that clearly establishes the organization's nonprofit status; or

iv. Any item described in paragraphs (1.3)(i-iii) of this Section 1.3, if that item applies to a State or national parent organization, together with a statement by the State or national parent organization that the applicant is a local nonprofit affiliate.

1.4. ELIGIBLE VEHICLES: Eligibility is limited to any new or used all-electric vehicle with a manufacturer's suggested retail price ("MSRP") less than $80,000, including low speed electric vehicles and electric utility task vehicles that are manufactured for use on public roads; exceptions may be approved by SCP at SCP's sole discretion with prior written approval. Vehicles may be purchased, or acquired through a lease agreement for a term of not less than three (3) years.

1.5. PROGRAM PERIOD: The Program commenced on October 1, 2022. Rebates are available only while funds last, and on a first-come, first-served basis. The Program is funded on an annual basis. Once the annual Program budget has been exhausted, the rebate may be temporarily unavailable.

1.6. USAGE: The organization must use the eligible vehicle as a fleet/pool vehicle, subject to the organization's fleet/pool vehicle policy, or policies. The incentivized vehicle may not be restricted to usage by one specific person, staff, or officer, and it may not be used for the personal use of one person, staff, or officer. The vehicle shall not be restricted to operation solely on private or gated property. Operation on tribal lands in service of tribal community members is considered eligible use. During the first three (3) years, the vehicle must be charged at an electric meter served by SCP for the majority of charging sessions. The vehicle may not be used to support or oppose any candidate for public office or any ballot measure.

1.7. RESPONSIBILITY: The organization is solely responsible for determining whether it is eligible for other Federal, State, or local incentives, rebates, or tax incentives, and for taking all actions necessary to receive such incentives, rebates, or tax incentives.

1.8. DOCUMENTATION: Organizations must submit documentation evidencing (i) the acquisition of an eligible all-electric vehicle, (ii) the MSRP of the vehicle, and (iii) the actual price the organization paid to purchase or lease the all-electric vehicle, and (iv) any other funding for the vehicle (see Section 1.15, Other Funding). The organization must also maintain insurance as described in the Rebate Agreement, unless such insurance requirements have been expressly waived in writing by SCP. Organizations must retain such records and make them available to SCP upon SCP's request for a period of four (4) years following its receipt of any rebate.

1.9. VEHICLE BRANDING: Organizations must incorporate both the SCP logo and the organization's branding onto both sides of the vehicle, with the organization's branding displayed more prominently than the SCP logo. The design, dimensions, and location shall be agreed upon by SCP. The SCP logo must be accompanied by the text "Supported by" to clarify SCP's role. Organizations will be responsible for the cost of branding and ensure that the SCP logo remains on the vehicle at all times for the first three years of ownership, or lease.

1.10. REPRESENTATION AND PERSONAL RESPONSIBILITY: AS AN ELECTRIC VEHICLE PURCHASER OR LESSEE, YOU ARE SOLELY RESPONSIBLE FOR NEGOTIATING THE TERMS AND CONDITIONS OF YOUR ELECTRIC VEHICLE PURCHASE OR LEASE, AND FOR ENSURING THAT ANY DISCOUNTS AND REBATES TO YOUR PURCHASE/LEASE TRANSACTION ARE PROPERLY APPLIED BEFORE YOU FINALIZE THE TRANSACTION. SONOMA CLEAN POWER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT ANY VEHICLE PURCHASED OR LEASED FOR PURPOSES OF PARTICIPATING IN THE PROGRAM AND IS NOT RESPONSIBLE FOR ANY ELECTRIC VEHICLE DEFECT OR PROBLEM. AS A PURCHASER OR LESSEE, IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE THE SUITABILITY OF ANY VEHICLE TO YOUR NEEDS, AND TO ENSURE THAT YOU UNDERSTAND THE LIMITATIONS OF ANY WARRANTY OR GUARANTEE PROVIDED.

1.11. AVAILABILITY: The rebate is available only to nonprofit organizations that are SCP customers, and only while Program funds remain available. Following execution of the Rebate Agreement, the nonprofit must complete the purchase or lease of the all-electric vehicle within six (6) months, which SCP may extend by up to six (6) months. The Rebate Agreement has a term of four (4) years.

1.12. LIMITS: Limit two (2) Rebate Agreements per nonprofit organization, including as a Nonprofit Sponsor, unless SCP approves more in writing. SCP reserves the right to deny the application and rebate of any nonprofit at its sole discretion.

1.13. REIMBURSEMENT: SCP will reimburse the organization once it has shown evidence of the following:

i. Proof of insurance demonstrating compliance with the insurance requirements in the Rebate Agreement;
ii. A receipt that identifies the vehicle's make, model, MSRP, and actual price paid to purchase or lease the vehicle; and
iii. Proof that the SCP logo has been affixed to the vehicle as agreed upon pursuant to Section 1.9 (Vehicle Branding) of these terms and conditions; and
iv. For low speed electric vehicles or electric utility task vehicles, documentation confirming the vehicle is manufactured for use on public roads.

1.14. WAIVER OF SOVEREIGN IMMUNITY: To be eligible for the rebate, tribal governments and tribal entities must consent to the jurisdiction of federal or State courts with jurisdiction over Sonoma County solely for disputes arising from participation in Sonoma Clean Power's Nonprofit Electric Vehicle Rebate Program and any related agreements. This waiver does not extend to any other matters or jurisdictions.

1.15. OTHER FUNDING: Organizations must disclose grants, and donations restricted to the vehicle, from sources other than SCP. The rebate will not exceed the vehicle's cost minus this other funding. For example, a $28,000 vehicle with $16,000 in other grants would receive a $12,000 rebate instead of $15,000. If an organization does not fully disclose other funding, SCP may reduce or deny the rebate and may require reimbursement of any SCP funding.

1.16. CHANGES TO THE VEHICLE OR ORGANIZATION: The organization must notify SCP within thirty (30) days if, during the first three (3) years, the vehicle is sold, transferred, stolen, or totaled, or the organization dissolves or merges. SCP may then approve a transfer to an eligible successor, end the Rebate Agreement, or require partial repayment.

Upon review and approval of the documentation, SCP will pay the organization the reimbursement amount within thirty (30) days pursuant to the terms of the executed Rebate Agreement.

If you have questions about these Nonprofit EV Rebate Terms and Conditions, contact Sonoma Clean Power by phone at (707) 978-3463, or by email at energysolutions@sonomacleanpower.org.