

OCA E-BIKE VOUCHER PROGRAM

TERMS AND CONDITIONS

ELIGIBILITY: Customers eligible to receive an OCA E-Bike Voucher ("Voucher") under OCA's E-Bike Pilot Program ("Program") must:

1. Be a new or existing OCA Community Choice Energy (CCE) residential electricity customer account holder prior to the application date of a service account that is paid current as of the date of application,
2. Submit a properly completed application, and
3. Purchase an E-Bike from a participating E-Bike retailer within OCA's service territory. Internet E-Bike sales are not eligible for the OCA Voucher.

CERTIFICATION: By submitting an application or signing a voucher assignment or voucher receipt certification, each applicant or assignee (i) represents he/she is eligible to receive a Voucher as provided in the application and these Terms and Conditions, and (ii) fully and unconditionally agrees to and accepts these Terms and Conditions and the decisions of OCA, which are final and binding in all matters relating to this Program.

RESTRICTIONS: Maximum of **one Voucher per residential account** service address (or unit number for multifamily residences with a shared electric account). OCA staff, Board of Directors, and immediate household members are not eligible for this Voucher.

VOUCHERS: Vouchers issued under this Program include Standard Vouchers and Income-Qualified Vouchers as described below. Vouchers will be issued through the e-mail provided on the application or in-person to the OCA customer at the account address within 30 business days following the submission of a complete application from an eligible and qualified applicant. Vouchers can be redeemed at any participating bike shop at the time of purchase. Lost or stolen OCA Vouchers will not be replaced. OCA customers may request that the Voucher be issued in the name of any resident 18 years of age or over living at the OCA customer address by indicating the recipient in the application. When redeeming a voucher, the total cost of the Eligible Products being purchased must be equal to or more than the voucher amount to realize the full voucher value, otherwise the realized amount will be capped at the total cost shown on the receipt. Customers are not entitled to be reimbursed or to receive compensation for the difference between the total cost of the Eligible Products and the full voucher amount if the total cost is less than the full voucher amount. Vouchers can only be redeemed for purchase of Eligible Products. Vouchers that exceed the final amount shown on the receipt will be reduced to cover only the value of the approved purchases of Eligible Products. Vouchers may only be used for one purchase of an Eligible Product and will be collected at the time of redemption, regardless of whether the full voucher amount was realized. Vouchers have no cash value and cannot be transferred or sold.

1. **Standard Vouchers:** All OCA customers are eligible to receive a Voucher for \$600 for an eligible E-Bike and helmet defined below. Standard Voucher Recipients will have 30 days from date of Voucher to complete an E-Bike purchase.
 2. **Income-Qualified Vouchers:** Income-Qualified OCA customers can receive a Voucher that can be redeemed for \$1,500 for an eligible E-Bike and helmet. Income-Qualified OCA Customers are those that are either:
 - a) a recipient of a California Air Resources Board's "California E-Bike Incentive Project" voucher (information can be found at <https://ebikeincentives.org>); **or**,
 - b) are enrolled in one of SCE's discount programs (California Alternate Rates for Energy Program (CARE) or Family Electric Rate Assistance Program (FERA)); **or**, participating in any of the public assistance programs that demonstrate eligibility for SCE's CARE program listed in Attachment A: Qualifying Public Assistance Programs.
- To apply for an OCA Income-Qualified Voucher, applicants must provide either:
 - i. written proof of current enrollment in the SCE CARE or FERA Program,
 - ii. written proof of current enrollment in one of the CARE Program's qualifying public assistance programs, or
 - iii. written proof of having received the California E-Bike Voucher with a date and approved voucher amount.
 - OCA must receive such written proof prior to processing an application for an OCA Income-Qualified Voucher.
 - Incomplete Income-Qualified Voucher applications will receive an email with instructions on how to either resubmit the required information, or a notification that the information provided is not eligible under the program requirements.
 - Income-qualified OCA Voucher Recipients will have 30 days from date of Voucher to complete an E-Bike purchase.

ELIGIBLE PRODUCTS: Vouchers may be redeemed when purchasing Eligible Products made at a participating E-Bike retailers located within OCPA's service territory. Eligible Products must meet the following criteria:

1. Eligible E-Bikes must meet all the following criteria to be purchased using a Voucher:
 - Non-sport model E-Bikes of all classes (I – III) including Cargo E-Bikes, trikes, and adaptive E-Bikes. Off-road or mountain E-Bikes are not eligible;
 - E-Bikes must be Level I or Level II;
 - E-Bikes must have operable pedals;
 - E-Bikes must have a 1-year manufacturer's warranty (or longer); and
 - E-Bikes must be serviceable by the Vendor making the sale.
2. Eligible E-Bike helmet: Customer must have a helmet or purchase a helmet with a Voucher as a condition of using the Voucher. A Voucher may only be redeemed for the cost of a helmet if the helmet is purchased in the same transaction as an eligible E-Bike.

LIMITATIONS: Vouchers are subject to funding availability; submittal of a completed application will not guarantee receipt of a Voucher. Vouchers will be issued on a first-come first-served basis until funding is depleted or the Program is terminated. Applicants placed on a waiting list may qualify for a Voucher if additional funds become available. All incentives are final, and customers are not eligible to apply for larger incentives from the same program should they become available. OCPA reserves the right to deny a Voucher to any individual deemed, in OCPA's sole discretion, to be violating the terms, conditions, and restrictions of the Program or who makes misrepresentations relative to the Program or redemption of the Voucher.

TAX LIABILITY: OCPA is not responsible for any taxes which may be imposed on the customer as a result of the Vouchers provided by the Program. Each Voucher recipient is solely responsible for all applicable federal, state and local taxes associated with the Voucher, if any.

DISPUTES: Except where otherwise limited by law, OCPA reserves the right, in its sole discretion, to make final determinations regarding any disputed issues about the Program, including but not limited to eligibility and Voucher amount.

PROGRAM CHANGES: OCPA reserves the right to change, modify, or terminate the Program at any time without any liability except as expressly stated herein.

PROGRAM EXPIRATION: The Program will expire upon the earliest to occur: (i) when funds are depleted, or (ii) when the Program is terminated by OCPA.

DISCLAIMER: OCPA makes no guarantee, representations, or warranties of any kind, expressed or implied, regarding the implementation or use of products purchased pursuant to this Program. Use of any product and acceptance of materials used is solely the customer's responsibility. OCPA does not endorse any product available for sale at participating bike shops.

INDEMNITY: By participating in this Program, each Voucher recipient agrees to defend, indemnify, and hold harmless Orange County Power Authority, its member agencies, and each of their respective officers, directors, managers, employees, agents, representatives, consultants and legal advisors (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Program or receipt, redemption or use of any Voucher, including without limitation the receipt or use of an E-Bike.

CUSTOMER DISCLOSURE AUTHORIZATION: By signing the Voucher Application form, the applicant confirms they are the service account holder of the account identified in the Application form, or authorized representative thereof, and authorize OCPA to disclose customer's name as a participant in the Program. Further, by signing the Voucher Application form, applicant, and the individual to whom the applicant assigns the Voucher, if applicable, confirm they have read and understand the Terms and Conditions listed above.

ATTACHMENT A: Qualifying Public Assistance Programs

Public assistance programs that demonstrate alternate eligibility for OCPA E-Bike Income-Qualified Vouchers:

- Low Income Home Energy Assistance Program (LIHEAP)
- Women, Infants, and Children (WIC)
- CalFresh/SNAP (Food Stamps)
- CalWORKs (TANF) or Tribal TANF
- Head Start Income Eligible (Tribal Only)
- Supplemental Security Income (SSI)
- Medi-Cal for Families (Healthy Families A & B)
- National School Lunch Program (NSLP)
- Bureau of Indian Affairs General Assistance
- Medicaid/Medi-Cal (under age 65)
- Medicaid/Medi-Cal (age 65 and over)