



**Charge Up New Jersey**  
**The FY27 Point-of-Sale Incentive &**  
**In-Home Electric Vehicle Charger Incentive Program**  
**Terms and Conditions**

**Version One**

**July 1, 2026**

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## Definitions

1. **Applicant:** An individual who submits an Application to the Program. At the time of application, the Applicant's eligibility and Program funding is not guaranteed.
2. **Application:** A formal document requesting Program funding. For the Charge Up and Charge Up+ Programs, an Application is submitted by the dealership for reimbursement of funds taken off the price of an Eligible Vehicle.
3. **Eligible Dealership or Showroom:** A dealership or showroom located in the State of New Jersey and that offers new Eligible Vehicles for purchase or lease. To qualify as an Eligible Dealership or Showroom, a dealership or showroom must register with the Program Administrator and enroll in the FY27 Program in order to offer the Incentive at the Point of Sale. Dealerships and showrooms must enroll using a valid tax identification number ("TIN") and must be licensed by the State of New Jersey to sell vehicles.
4. **Eligible Applicant:** An individual resident of the State of New Jersey or active-duty military personnel stationed in New Jersey with permanent residency in another state, who agrees to the Terms and Conditions, meets all Program requirements, as detailed in the Eligibility Requirements. Except for emancipated minors, an Eligible Applicant must be over eighteen (18) years of age at the time of their Application and qualified purchase. A New Jersey resident claimed as a dependent on another taxpayer's state and/or federal income tax returns is not eligible for the Charge Up+ additional Incentive regardless of income level.
5. **Eligible Vehicle:** A new leased or purchased battery electric vehicle, purchased within the State of New Jersey, within the timeframes detailed in the FY27 Terms and Conditions and listed as eligible on the Charge-Up New Jersey Program website.

The following vehicle types are not considered "Eligible Vehicles": new or pre-owned plug-in hybrid electric vehicles, electric vehicle conversions, electric scooters, electric all-terrain vehicles, neighborhood or low speed electric vehicles, electric motorcycles or other two- and three-wheeled electric vehicles, and any plug-in electric vehicle that has been previously titled, registered, sold, leased, or transferred.

6. **Electric Vehicle or EV:** A vehicle that is propelled by one or more electric motors that exclusively use(s) electricity from the vehicle's battery. For the purposes of the Program, mixed drivetrain vehicles, such as plug-in hybrid electric vehicles, hybrid electric vehicles, and extended range electric vehicles are not considered Electric Vehicles.
7. **Fiscal Year or FY:** The NJ BPU Fiscal Year which runs from July 1 through June 30. FY 2027 begins July 1, 2026, and ends June 30, 2027.
8. **In-Home Electric Vehicle Charger:** A new, ENERGY STAR®-certified Level Two ("L2") electric vehicle supply equipment ("EVSE") that is designed and intended for residential use, is installed at a residential dwelling unit located in New Jersey, is capable of capturing and transmitting charging data through network connectivity, and is enrolled in and maintains an active network service agreement with a Network Service Provider approved under the Program. The charger must be owned by the Applicant and used solely for personal, non-commercial residential

charging purposes.

9. **In-Home Electric Vehicle Charger Incentive Program:** NJ BPU Clean Energy Program that provides incentives for eligible Level 2 residential chargers to a qualifying Applicant.
10. **In-Home Electric Vehicle Charger Incentive Program Application:** An Application specifically submitted to the In-Home Electric Vehicle Charger Incentive Program.
11. **Incentive:** A financial payment to an Applicant for the purchase of an Eligible Vehicle and/or In-Home Electric Vehicle Charger.
12. **MAGI:** Modified Adjusted Gross Income.
13. **Make-Ready:** The electrical infrastructure, including, but not limited to, service panels, junction boxes, conduit, wiring, etc., necessary to make a particular Charging Site able to accommodate EVSE.
14. **MSRP:** Manufacturer's Suggested Retail Price.
15. **Network Service Provider:** A business entity that provides electric vehicle charging network services (EV charger software), including the collection and management of electric vehicle charging data. For more information, please visit <https://chargeup.njcleanenergy.com/network-service-providers>.
16. **NJ BPU, Board, or BPU:** The New Jersey Board of Public Utilities.
17. **OEM:** Original Equipment Manufacturer of a vehicle.
18. **Order Date:** The date on which the Applicant places a down payment of any sort on the vehicle, including, but not limited to, the first payment of a lease or other payment series, such as a reservation fee, on the vehicle.
19. **Ordered Vehicle:** An Eligible Vehicle that is ordered prior to purchase or lease, where the Dealership or Showroom intends to reserve Program funds prior to delivery.
20. **PHEV:** Plug-in Hybrid Electric Vehicle.
21. **Point-of-Sale:** The time and place at which an Applicant takes possession of the Eligible Vehicle from an Eligible Dealership or Showroom. For lease transactions, the start of the lease of the new Eligible Vehicle. This is also known as the "Vehicle Transaction Date."
22. **Pre-qualification ID:** A unique code given to Charge Up+ applicants upon successful income verification, satisfaction of required documentation, and approved Pre-qualification ID Application.
23. **Pre-qualification ID Application:** An Application specifically submitted to receive a Pre-qualification ID for the Charge Up+ additional incentive.
24. **Program Administrator:** The entity managing Application processing on behalf of the New Jersey

Board of Public Utilities. The Program Administrator is the Center for Sustainable Energy (“CSE”).

25. **Program:** The Charge Up New Jersey (“Charge Up”), Charge Up (Plus) New Jersey (“Charge Up+”) EV Incentive Program, or the In-Home Electric Vehicle Charger Program, depending on context.
26. **Program Close:** The date that the Program(s) cease accepting applications. This date is dependent on funding utilization throughout the Fiscal Year and will be on or before June 30, 2027.
27. **Program Launch:** The date that the Program(s) begin accepting applications for each BPU Fiscal Year.
28. **Rollback:** A “rollback” occurs when a buyer purchases or leases a vehicle then returns it shortly after purchase, or when a buyer’s financing is disapproved. A vehicle determined by the Program Administrator to be rollback or unwind vehicle will be eligible to receive an Incentive.
29. **TIN:** Tax Identification Number.
30. **Unwind:** An “unwind” occurs when registration is completed, but the sale was not consummated, and the buyer never took delivery. A vehicle determined by the Program Administrator to be rollback or unwind vehicle will be eligible to receive an Incentive.
31. **Vehicle Transaction Date:** The date that the Eligible Vehicle is delivered to the Applicant.
32. **VIN:** Vehicle Identification Number.

### **Program Overview**

The intent of the NJ BPU is to encourage the purchase or lease of eligible new residential plug-in electric vehicles (“EVs”) in the State of New Jersey by individual residents and assist State of New Jersey residents with switching to EVs, consistent with N.J.S.A. 48:25-4(a). The Fiscal Year 2027 (“FY27”) Program addresses the key market barrier of vehicle cost by offering a financial Incentive at the Point-of-Sale and a financial Incentive for in-home electric vehicle chargers. This document serves as the Terms and Conditions for the Charge Up, Charge Up+, and In-Home Electric Vehicle Charger Programs.

An Applicant that has purchased or leased an Eligible Vehicle on or after the launch of the FY27 Program on July 1, 2026 can receive the Incentive at the time of the transaction at an Eligible Dealership or Showroom in the State of New Jersey. An Applicant that ordered an Eligible Vehicle on or after the launch date of the FY27 Program may have an Incentive applied at the time the Applicant takes possession of the vehicle and completes the purchase or lease transaction. For Eligible Vehicles ordered prior to the opening of the FY27 Program but where the completed transaction occurs after the FY27 Program opening, Incentives may only be applied if the Eligible Dealership or Showroom reserved funding within the required timelines. For Eligible Vehicles ordered prior to the close of the FY27 Program and where the completed transaction occurs after the close, Incentives may only be applied if the Eligible Dealership or Showroom reserves funding within the required timelines. Applicant must receive their Incentives in the form of a line-item deduction on their purchase or lease contract that directly reduces the price they pay for the vehicle. The Eligible Dealership or Showroom must then apply for reimbursement from the Program Administrator who shall process Applications on a first-come, first-served basis and reimburse Eligible Dealerships and Showrooms for the cost of the Incentives they provided to eligible recipients.

The FY27 Program follows the guidelines established by the Electric Vehicle Act, L. 2019, c. 362 (N.J.S.A. 48:25-1 through 20), and amending, in relevant part, N.J.S.A. 48:3-60(a)(3) and utilizes best practices from similar Incentive programs in other states that the Program Administrator actively manages.

Incentive availability for the Program is limited, distributed on a first-come, first-served basis, and is contingent upon FY27 Program funding approval by the NJ BPU. The NJ BPU may announce, at any time, that FY27 Program funding has been fully reserved and committed and close the FY27 Program to new Applications. The Program Administrator will deny any Applications submitted after the NJ BPU announces the Program is closed. All notices and announcements for the FY27 Program will be publicly available on the Program and NJ BPU websites.

These FY27 Program Terms and Conditions are subject to change. An Applicant who wishes to receive an Incentive is responsible for reviewing, understanding, and accepting the Terms and Conditions at the time of order, purchase, or lease. An Applicant is responsible for ensuring that the Program Incentive is applied to their Eligible Vehicle's purchase or lease contract as a line-item deduction and that the vehicle is an Eligible Vehicle per these Terms and Conditions. An Eligible Dealership or Showroom is likewise responsible for reviewing, understanding, and abiding by the Terms and Conditions, and shall monitor whether FY27 Program funding remains available. The Program Administrator shall apply the Terms and Conditions in effect at the time of the order, purchase, or lease to determine the Applicant's and vehicle's eligibility to receive an Incentive under the Program.

## **Contact**

All Incentive questions should be directed to the Program Administrator, Center for Sustainable Energy ("CSE"):

**Center for Sustainable Energy**  
3980 Sherman Street, Suite 170  
San Diego, CA 92110  
Phone: 1-877-426-2474 (1-877-426-CHRG)  
Email: [chargeupnj@energycenter.org](mailto:chargeupnj@energycenter.org)

## **I. Charge Up & Charge Up+ Application Process for Vehicle Lease or Purchase Incentive**

### **A. Applicant Responsibilities**

To receive the FY27 Program Incentive, an Applicant must be an Eligible Applicant by meeting the Incentive requirements and eligibility criteria, sign a copy of the FY27 Program Terms and Conditions, must take steps to ensure the Eligible Dealership or Showroom has the signed Terms and Conditions on file at the time the vehicle is delivered to the Eligible Applicant ("Vehicle Transaction Date"), and fully execute the sales or lease contract in an Eligible Dealership or Showroom.

Additionally, an Eligible Applicant who wishes to receive the FY27 Program Incentive must obtain this Incentive directly from an Eligible Dealership or Showroom via a deduction of the authorized Incentive amount on their purchase or lease contract before the Program closes. An Eligible Applicant is responsible for verifying that a line item reflecting such a deduction appears on their purchase or lease contract at the time that they enter into such purchase or lease contract. An Eligible Applicant is responsible for verifying that the vehicle they are purchasing or leasing is an Eligible Vehicle. In instances where an Applicant places an order for an Eligible Vehicle with an Eligible Dealership or Showroom, the Applicant must make a reasonable effort to ensure that the Eligible Dealership or Showroom reserves those funds within the

established deadlines. A list of Eligible Vehicles is available on the Program website: <https://chargeup.njcleanenergy.com/eligible-vehicles>.

An Eligible Applicant may qualify for up to three (3) vehicle Incentives for three (3) Eligible Vehicles throughout the lifetime of the Program. Only one (1) Charge Up Incentive payment and one (1) Charge Up+ Incentive payment (if applicable) will be issued per Eligible Vehicle.

An Eligible Applicant shall not transfer the Incentive between dealerships or showrooms. Additionally, an Eligible Applicant shall not receive Incentives issued post-purchase or lease or following closure of the FY27 Program. An Eligible Applicant must adhere to the Vehicle Eligibility and Applicant Eligibility requirements set forth in these Terms and Conditions and agree to the Program Terms and Conditions for the FY27 Program in place at the time they purchase or lease their Eligible Vehicles.

Beginning September 17, 2024, an additional income-based Incentive, Charge Up+, was introduced for the FY25, FY26, and FY27 Programs. An Eligible Applicant who wishes to claim the Charge Up+ Incentive is required to pre-qualify with the Program Administrator by providing tax documentation verifying their Federal Modified Adjusted Gross Income ("MAGI"). This documentation may include Internal Revenue Service ("IRS") tax return transcripts or wage and income forms, proof of participation in another eligible income-verified program, or other IRS documents to ensure a complete financial picture has been reviewed.

An Eligible Applicant claimed as a dependent on another taxpayer's state and/or federal income tax returns is not eligible for the Charge Up+ additional Incentive regardless of their income. A resident is considered a dependent if they elect 00 on their exemption status on their federal tax transcript. The additional income-based Incentive will not be applied post-purchase, which means that pre-qualification must occur prior to the order, sale, or lease of the Eligible Vehicle. Pre-qualifying for the income-based Incentive does not guarantee funding or reserve funds. A pre-qualified Eligible Applicant will have up to 150 calendar days after the date their pre-qualification was approved to order, purchase, or lease an Eligible Vehicle. Further information on the additional income-based Incentive, including the timeframe for which Applications for pre-qualification should be filed with the Program Administrator, is available on the Program and the BPU websites.

## **B. Required Documentation**

In order for the Eligible Dealership or Showroom to receive reimbursement, a dealer must provide the required documentation for each Application, including:

- A full and complete copy of FY27 Program Terms and Conditions signed by the Eligible Applicant.<sup>1</sup>
- Proof of temporary or permanent New Jersey vehicle registration for the Eligible Vehicle listed in the Application.
  - The registration must be active and valid at the time of Application. Registrations that have expired before the Application date will not be accepted. Either the Applicant's name or the leasing agency's name must appear on the registration the same as it is listed on the vehicle purchase or lease agreement. The

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<sup>1</sup> At the time of order, purchase, or lease, the most current version of the Terms and Conditions apply. In addition, an electronic signature will be accepted and considered valid for the acknowledgement and signing of the Terms and Conditions.

registration may also list a cosigner or joint owner on the contract. The Eligible Vehicle must be registered to a State of New Jersey address unless it is registered to a leasing agency. Applicants must maintain ownership or a lease of the vehicle and an active State of New Jersey registration for the vehicle for at least thirty-six (36) consecutive months following purchase or lease of the Eligible Vehicle. See Section II.B. hereinbelow regarding failure to meet Program requirements.

- A full and complete copy of the purchase or lease contract, with all pages included, from Eligible Dealership or Showroom.
  - A complete purchase or lease contract must be fully executed, and the Incentive must be shown as a line-item deduction on the Eligible Applicant's contract. If the Incentive cannot be shown as a separate line-item on the purchase or lease contract, an additional form may be submitted. This form must include the applicant's name as shown on the purchase or lease contract and signature, the Vehicle Identification Number ("VIN"), and the Incentive as a separate line item. The purchase or lease contract must list the Eligible Applicant's name, and that name must match the one listed on the Application. A copy of the vehicle's Monroney (window) sticker, invoice sheet, or vehicle configuration must be submitted alongside the contract to confirm the manufacturer's suggested retail price ("MSRP") and determine that the vehicle qualifies. Additional documentation may be required for vehicles that have been ordered but are not yet delivered.
  - An Application for Ordered Vehicles expecting a delayed delivery shall include an order form or vehicle configuration sheet that states the date the vehicle was first reserved by the Applicant in lieu of the purchase or lease contract.
  - In order to ensure availability of Program funds, an Eligible Dealership or Showroom must reserve funding at the time of order of an Eligible Vehicle at least fourteen (14) calendar days prior to closure of the FY27 Program.
  - The Program Administrator will determine eligibility for Ordered Vehicles based on the Order Date of the vehicle.
  - Upon submitting an Application for an Ordered Vehicle to the Program Administrator, an Eligible Dealership or Showroom shall have 365 calendar days from the Application submission date to complete the vehicle delivery process. If the Ordered Vehicle has not been delivered within 365 calendar days after submission of the Application, the Application will be automatically cancelled. If an order is cancelled due to timing out, it will not be reinstated.
  - Before an order is cancelled, an Eligible Dealership or Showroom can contact the Program Administrator for an extension of the deadline if delivery of the vehicle is delayed further than 365 calendar days. Extensions are not guaranteed and may be granted at the discretion of NJ BPU and the Program Administrator.
  - After delivery of an Ordered Vehicle, the Eligible Dealerships or Showrooms will have fourteen (14) calendar days to submit final documentation in order to fulfill the Application.
  - If an Eligible Dealership or Showroom does not intend to reserve funding at the

time of order, they must provide written notice to the Applicant that the Eligible Dealership or Showroom is not reserving funding and that the ordered vehicle must remain an Eligible Vehicle at the time of purchase or lease, subject to the availability of Program funds.

- If an Eligible Vehicle Application is cancelled due to not being completed within 365 calendar days, the Eligible Dealerships or Showroom may submit a Point-of-Sale Application upon delivery, pending Program funding and the current year's Program rules.
- Proof of New Jersey residency via a legible copy of the Eligible Applicant's current, unexpired New Jersey driver's license. If a name change has occurred and documents do not have the same name for the same individual, the Eligible Applicant must provide official government-issued documents showing proof of legal name change to the Program Administrator.
  - Utility bills, tax documentation, and any other items with the Applicant's address will not be accepted for proof of residency.
  - The only exemption from submitting an active and valid New Jersey driver's license is for active-duty military members stationed in New Jersey, but with permanent residency in another state. In this instance, military orders may be used as proof of residency, along with a valid out-of-state driver's license.

For the Charge Up+ additional income-based Incentive, an Eligible Applicant may be required to upload the following documentation to verify their MAGI:

- IRS tax return transcript from current or previous years;
- Alternate proof of income including W-2s, Wage and Income Transcript, or other IRS documents;
  - If alternative documents are submitted, eligibility is determined by the income reported in the alternative documentation, which must reflect the most recent completed tax year. Expenses or deductions not accounted for in the alternative documentation will not be considered. Additionally, if alternative documentation is submitted, Applicants must also submit a self-attestation of additional/unearned income.

For example, non-employee compensation on an IRS Wage and Income Transcript is evaluated as reported, without adjustment for expenses or deductions not shown.

- A document proving that the Eligible Applicant is receiving public assistance from an approved program, if applicable. A list of approved programs is listed on the Program website; and/or
- Bank statements or other documents for proof of income.

If an Eligible Applicant or Eligible Dealership or Showroom is unable to submit any of the above required documentation, they should contact the Program Administrator. Any alternative documentation must be approved by NJ BPU and the Program Administrator before the pre-qualification can be completed.

### **C. Changes to the Program**

In the event the federal government changes or establishes a new incentive or tax credit for EVs effective during the FY27 Program, NJ BPU may reduce the amount of the Program Incentive by up to fifty percent (50%) to ensure the efficacy and solvency of the Program.

### **D. Appeal Process**

To appeal the denial of an Application, an Eligible Dealership or Showroom or Applicant must first contact the Program Administrator at 1-877-426-2474 or [chargeupnj@energycenter.org](mailto:chargeupnj@energycenter.org) to attempt a resolution.

If attempts to resolve an issue via the Program Administrator are unsuccessful, an Eligible Dealership or Showroom or Applicant may appeal to NJ BPU for further review. NJ BPU will consider appeals on a case-by-case basis. An Eligible Dealership or Showroom or Applicant must email their appeal to NJ BPU at [EV.Programs@bpu.nj.gov](mailto:EV.Programs@bpu.nj.gov) on or before the forty-fifth calendar day after receipt of notice of denial of an Application.

An Eligible Dealership or Showroom or Applicant's written appeal must include their contact information, a copy of the FY27 Program Application they submitted, and a copy of the required documents submitted with the Application. The written appeal must also set forth the basis for the appeal by describing the relevant issue(s) in detail and explaining why the Eligible Dealership or Showroom or Applicant believes NJ BPU should grant the appeal. NJ BPU will review the submitted documentation and respond as soon as possible. NJ BPU will acknowledge receipt of appeals within five (5) business days of submission. If, after five (5) business days, a dealership, showroom, or Applicant has not received an acknowledgment after five (5) business days, they should contact the NJ BPU at [EV.Programs@bpu.nj.gov](mailto:EV.Programs@bpu.nj.gov). After acknowledging receipt of an appeal, NJ BPU will review the submitted documentation and provide a substantive response as soon as possible.

Note: NJ BPU will not consider appeals based solely on an Eligible Dealership or Showroom or Applicant disagreeing with the Program rules or policies set forth in the FY27 Program Terms and Conditions. Exceptions to the FY27 Program Terms and Conditions may only be granted upon an Applicant's demonstration of exceptional circumstances warranting a limited waiver of any of the Terms and Conditions set forth herein, in the sole discretion of NJ BPU to be decided on a case-by-case basis.

### **E. False Statements**

Submission of any false statement or information by an Eligible Dealership or Showroom, Applicant, or Eligible Vehicle manufacturer may result in criminal liability in accordance with applicable state or federal statutes, and any such false statement may result in Application denial and/or removal and future ineligibility from the Program.

### **F. Eligible Dealership or Showroom Participation Requirements and Incentive Reimbursement Process**

#### **i. Enrollment**

To participate in the Point-of-Sale program, an Eligible Dealership or Showroom must meet the following requirements and offer new, Eligible Vehicles for purchase or lease.

- Have a physical location within the State of New Jersey;

- Have and register with a valid Tax Identification Number (“TIN”);
- Be licensed to sell vehicles in New Jersey;
- Sell or lease Eligible Vehicles;
- Review and agree to comply with all Program requirements outlined in this document;
- Complete and sign the “Acknowledgement (Dealer/Showroom Only)” portion of this document, beginning on page 26;
- Submit the completed and signed “Acknowledgement (Dealership/Showroom Only)” as part of the Program Terms and Conditions in its entirety to the Program Administrator via email at [ChargeUpNJ@energycenter.org](mailto:ChargeUpNJ@energycenter.org); and
- Enroll as an Eligible Dealership or Showroom for the FY27 Program.

The Program Administrator will review the enrollment request and, if approved, respond to the Eligible Dealership or Showroom’s points of contact with instructions on registration. An Eligible Dealership or Showroom must create an online account with the Program Administrator. A Dealership or Showroom is not considered eligible until the Program Administrator staff provides email confirmation of registration and will not apply Program incentives to an Eligible Applicant until such time.

An Eligible Dealership or Showroom shall only apply an Incentive to Eligible Applicants and Eligible Vehicles in accordance with these Terms and Conditions. An Eligible Dealership or Showroom is responsible for determining whether and verifying that their customers are eligible to receive an Incentive.

Eligible Dealership or Showroom must:

- Notify eligible customers of the existence of the Incentive at the Point-of-Sale;
- Provide eligible customers with the most current version of the Program Terms and Conditions to ensure customers are fully aware of Program requirements;
- Communicate to customers that the line-item deduction on the purchase or lease contract is a function of the Program;
- Deliver the Eligible Vehicles to the customer prior to completing the Application. No further actions, such as additional charges, vehicle mark-ups, payment contingencies or holds, shall be taken against the customer for the Incentive;
- Apply the full Incentive at the Point-of-Sale; Not deny the additional income-based Incentive to a pre-qualified Applicant;
- Not withhold an Incentive until the Program Administrator approves the Application, nor provide the Incentive by issuing a check after completing the transaction;
- Not recoup the value of the Incentive from a customer in the event that the Program Administrator cancels or denies an Application due to Eligible Dealership or Showroom’s error or penalty. If an Eligible Dealership or Showroom elects not to submit an Application for reimbursement to the Program Administrator due to Eligible Dealership or Showroom error, that Eligible Dealership or Showroom shall not recoup the value of the incentive from the customer. Dealerships or Showrooms cannot attempt to reduce the incentive applied post-purchase, including changing the customer’s incentive from the Charge Up+

to Charge Up Program.

*Example 1:* Where the Program Administrator denies an Application because the Eligible Dealership or Showroom submitted/completed the Application past the fourteen (14) calendar day deadline, or any other deadline established by the Program Administrator in accordance with the Terms and Conditions. In this scenario, the Eligible Dealership or Showroom is prohibited from “clawing back” (i.e., recoup) or attempting to “claw back” the value of the Incentive from the customer.

*Example 2:* Where an Eligible Dealership or Showroom does not verify customer eligibility for an Incentive prior to applying the Incentive to the vehicle contract and discovers post purchase that the customer was ineligible, the Eligible Dealership or Showroom is prohibited from attempting to recoup the value of the Incentive from the customer.

To ensure consumer confidence in the Program and prevent excessive pricing above MSRP, an Eligible Dealership or Showroom must provide fair and transparent pricing details. Price markups that diminish the value of the State’s Incentive for the consumer are prohibited. Dealerships may not include mark-ups or market price adjustments for which there is no specific line item or additional underlying value. The Program Administrator may therefore deny any Application when the total pre-Incentive price paid by the customer exceeds the MSRP without justification. For example, the Program Administrator may deny an Application for a vehicle sold above MSRP when there are no line items demonstrating that the customer received additional product or service options in exchange for paying a pre-Incentive price that exceeds MSRP. The Program Administrator may likewise deny an Application when line-item charges for additional product or service options appear to significantly exceed their typical market value.

An Eligible Dealership or Showroom may be required to provide weekly order data and estimated delivery dates to the Program Administrator. An Eligible Dealership or Showroom is encouraged to collect all supporting documentation required for an Incentive at the time of order.

An Eligible Dealership or Showroom that violates these Terms and Conditions, risks denial of Incentive reimbursements to which they would otherwise be entitled. The Program Administrator may bar such dealerships and showrooms from continuing to participate in the FY27 Program and/or future program years.

## **G. Eligible Dealership or Showroom Responsibilities and Incentive Reimbursement Process**

### **i. Incentive Application Submission**

A salesperson or representative for the Eligible Dealership or Showroom will submit the Application, signed Terms and Conditions, and required documentation (outlined in Part I, Section B of these Terms and Conditions), on behalf of the Eligible Applicant, within fourteen (14) calendar days of the vehicle transaction date that appears on the contract (“Vehicle Transaction Date”). In cases where the Eligible Vehicle is being ordered, the Eligible Dealership or Showroom must reserve Program funding at least fourteen (14) days in advance of closure of the FY27 Program. The Eligible Dealership or Showroom shall be responsible for ensuring that its purchase or lease contract shows the FY27 Program Incentive as a line-item deduction.

For the Charge Up+ additional income-based Incentive, an Applicant must pre-qualify before a dealership submits an Application for the order, purchase, or lease of an Eligible Vehicle to be an Eligible Applicant.

A pre-qualified Eligible Applicant will have up to 150 calendar days to claim their rebate after pre-qualifying. If the Program closes before a pre-qualified Charge Up+ Applicant orders, purchases, or leases an Eligible Vehicle, they will forfeit both the Charge Up and Charge Up+ Incentives, regardless of if the Program closure date is within 150 days of their pre-qualification approval. An Eligible Dealership or Showroom is encouraged to verify an Applicant's eligibility for the additional income-based Incentive via the Application portal. Upon verifying an Eligible Applicant's pre-qualification approval, the Eligible Dealership or Showroom must first credit an Eligible Applicant the value of the Incentives (base Incentive plus additional income-based Incentive amounts).

The Charge Up+ additional income-based Incentive will not be available if an Eligible Dealership or Showroom has already submitted an Application upon order, purchase, or lease of an Eligible Vehicle.

The Program Administrator will process all eligible Applications on a first-come, first-served basis. The Program Administrator will directly reimburse the Eligible Dealership or Showroom for the cost of providing the Incentive once the Program Administrator determines that the Applicant was eligible to receive it.

- The web-based portal operated by the Program Administrator, the "Dealer Web Portal," will block an Application submitted more than fourteen (14) calendar days after the Vehicle Transaction Date.
- The Vehicle Transaction Date must be on or after the FY27 Program's launch date (July 1, 2026).
- A vehicle ordered, purchased, or leased prior to the FY27 Program's launch date is not eligible for an Incentive in the FY27 Program.
  - Notwithstanding the above, in the event that the Fiscal Year 2026 ("FY26") Program does not close prior to June 30, 2026, vehicles ordered or purchased during the FY26 Program may be eligible for an Incentive in the FY27 Program if the purchase or lease is completed during the FY27 Program. An Eligible Dealership or Showroom will have the same fourteen (14) calendar days after the Vehicle Transaction Date to submit an Application.

The Program Administrator will reserve Incentive funds once an Eligible Dealership or Showroom submits an Application. An Eligible Dealership or Showroom shall submit an Application through the Dealer Web Portal at <https://chargeup.njcleanenergy.com>. An Eligible Dealership or Showroom must submit an Application within fourteen (14) calendar days after the Vehicle Transaction Date, starting on the Vehicle Transaction Date, including the required documents outlined in these Terms and Conditions.

The Program Administrator will cancel any Application not submitted and/or updated on or before the fourteenth (14<sup>th</sup>) calendar day following the Vehicle Transaction Date, starting on the Vehicle Transaction Date. The Program Administrator will notify the dealer of the cancellation via email. An Eligible Dealership or Showroom is responsible for ensuring that they receive and review these email communications and is responsible for ensuring that the correct contact information is provided and/or updated with the Program Administrator. A grace period may be issued at the discretion of either the NJ BPU or the Program Administrator in the event of a technical issue with the Dealer Web Portal or other exceptional circumstances determined by NJ BPU or the Program Administrator. An Eligible Dealership or Showroom is responsible for timely management of their Application and escalating any questions or issues to the Program Administrator.

To protect program integrity, an Eligible Dealership or Showroom that repeatedly misrepresent the Program, Eligible Vehicles, or violate the Terms and Conditions knowingly and willingly may be de-listed from the Program's enrolled dealerships and showrooms list. NJ BPU and/or the Program Administrator may use discretion to de-list an Eligible Dealership or Showroom.

**ii. Ineligible Vehicles**

As stated in Part I.B., vehicles ordered, purchased, or leased prior to the FY27 Program's launch date of July 1, 2026, are not eligible for an Incentive. Additionally, Plug in Hybrid Electric Vehicles ("PHEVs") are also ineligible to receive an Incentive. An Eligible Dealership or Showroom shall be responsible for making this point clear at the time the vehicle is ordered or purchased and shall require the vehicle buyer or lessee to provide written acknowledgement that this information was disclosed to them.

**iii. Errors with Submitted Applications**

If the Program Administrator determines that an Application or its required documents are incomplete, illegible, or missing required information, the Program Administrator will notify the Eligible Dealership or Showroom of the error via email. The Eligible Dealership or Showroom shall then have an additional fourteen (14) calendar days, starting from the date of notification, to correct any errors or omissions. If the Eligible Dealership or Showroom fails to correct the errors or omissions within the fourteen (14) calendar days, the Program Administrator will cancel the Application, and the NJ BPU will not release the reserved funds to the Eligible Dealership or Showroom. If the Program Administrator determines the Applicant is not an Eligible Applicant, or that the Application is ineligible for reimbursement because either the buyer or vehicle did not qualify for an Incentive, the Program Administrator will cancel the Application, the NJ BPU will not release the reserved funds, and the Program Administrator will notify the Eligible Dealership or Showroom via email. The Eligible Dealership or Showrooms is responsible for ensuring that they receive and review these email communications in a timely manner. If the Program Administrator cancels an Incentive Application for a particular vehicle, the Eligible Dealership or Showroom may only reapply for an Incentive for that vehicle within fourteen (14) calendar days of the Vehicle Transaction Date, starting on the Vehicle Transaction Date. For Applications that the Program Administrator has determined are complete, the Program Administrator will batch approved Applications at least monthly for direct ACH payment to the Eligible Dealership or Showroom.

**iv. Eligible Dealership or Showroom Location, FY27 Program Registration, Vehicles Offered, and Timing of Application Submissions**

To participate in the Point-of-Sale program, an Eligible Dealership or Showroom must be located in the State of New Jersey and offer new Eligible Vehicles for purchase or lease. In addition, an Eligible Dealership or Showroom must register with the Program Administrator and enroll in the FY27 Program to be recognized as an Eligible Dealership or Showroom capable of offering the Incentive at the Point-of-Sale. An Eligible Dealership or Showroom must enroll with a valid tax identification number ("TIN") and be licensed by the State to sell vehicles in the State of New Jersey.

An Eligible Dealership or Showroom shall submit an Application through the Dealer Web Portal at <https://chargeup.njcleanenergy.com>. An Eligible Dealership or Showroom must submit an Application, signed Terms and Conditions, and required documentation (outlined in Part I, Section B of these Terms and Conditions), within fourteen (14) calendar days of the Vehicle Transaction Date. The Program Administrator will reserve the Incentive funds once the Eligible Dealership or Showroom submits the Application. The Program Administrator shall cancel any Applications not submitted and/or updated on or before the fourteenth calendar day following the Vehicle Transaction Date, starting on the Vehicle

Transaction Date. The Program Administrator will notify the Eligible Dealership or Showroom of the cancellation via email. An Eligible Dealership or Showroom is responsible for ensuring that they receive and review these email communications. A grace period may be issued at the discretion of either the NJ BPU or the Program Administrator in the event of a technical issue with the Dealer Web Portal or other exceptional circumstances determined by NJ BPU or the Program Administrator. An Eligible Dealership or Showroom is responsible for timely management of their Application and escalating any questions or issues to the Program Administrator.

To protect program integrity, an Eligible Dealership or Showroom that repeatedly misrepresents the Program, Eligible Vehicles, or violate the Terms and Conditions knowingly and willingly may be de-listed from the Program's enrolled dealerships and showrooms list. The NJ BPU and/or the Program Administrator may use discretion to de-list dealerships and showrooms.

## II. Charge Up and Charge Up+ Applicant Eligibility

### A. Charge Up Eligibility Requirements

An Eligible Applicant must meet the following requirements in order to be eligible to receive the FY27 Program Incentive. The Eligible Applicant must:

- Be a resident of the State of New Jersey, at the time of Eligible Vehicle order, purchase or lease, which will be verified by the Eligible Dealership or Showroom via a current New Jersey Driver's License. Only a valid and current New Jersey Driver's License is eligible for residency verification. Utility bills, tax documentation, and other items with the Eligible Applicant's address will **not** be accepted.
  - Active-duty military members stationed in the State of New Jersey, with permanent residency in another state and a valid out-of-state driver's license, **will** qualify as satisfying the State of New Jersey's residency requirement. Current military orders will be accepted as proof of residency documentation.
  - The FY27 Program is limited to individuals only. Businesses and other commercial entities, governments, and public entities are **not** eligible for this Incentive.
- Remain a resident of the State of New Jersey for at least two (2) years after the Vehicle Transaction Date for the Eligible Vehicle that receives an Incentive under the FY27 Program. This requirement does not apply to customers with permanent residency in another state who qualified for the Incentive because they were active-duty military members stationed in New Jersey at the time they ordered, purchased, or leased their vehicle.
- Not move out of the State of New Jersey prior to the close of the two (2) year term; otherwise the Applicant will be liable to refund the NJ BPU a pro-rated share of the Incentive amount received.
- Agree that the entirety of the vehicle transaction, including any placement of any order, for an Eligible Vehicle must occur on or after the official launch of the FY27 Program (July 1, 2026), and in the State of New Jersey at an Eligible Dealership or Showroom.
  - An Eligible Vehicle ordered in advance of the FY27 Program launch is not eligible for a FY27 Program Incentive.
  - PHEVs are not eligible for a FY27 Program Incentive.

- An Eligible Vehicle ordered, purchased, or leased, and/or delivered out-of-state, is not eligible for the Incentive. This includes a vehicle ordered online and delivered outside of the State. A vehicle ordered online must be delivered in New Jersey to qualify for the Incentive.
- A State of New Jersey resident, or an active-duty military member stationed in the State, who places an order with a participating State of New Jersey Eligible Dealership or Showroom to deliver a vehicle in New Jersey will be deemed to have placed that order in the State of New Jersey regardless of whether they were physically in the state at the time.
- Agree that the Program Administrator will deem a purchase or lease completed when the purchaser or lessee of the vehicle has executed and signed a purchase contract, lease, or security agreement.
- Must, and does, agree to receive marketing communications for satisfaction with services, program updates, and technology Incentive information.
- Commit to not modifying the vehicle's emissions control systems, hardware, or software calibrations.
- Retain ownership, or an active lease agreement, and registration of the vehicle with the New Jersey Motor Vehicle Commission ("New Jersey MVC") for a minimum of thirty-six (36) consecutive months immediately after the vehicle purchase or lease date. Customers who lease their vehicle must ensure that their original lease agreement explicitly lists a term of thirty-six (36) months or longer.
- Acknowledge that they may receive only up to three (3) Incentives from the Program throughout the ten (10)-year period that the Program is active. By signing the agreement below, the Eligible Applicant certifies they are eligible for this Incentive and have not previously received more than two (2) Incentives during the ten (10)-year Program period.
  - In the event that an Eligible Dealership or Showroom issues a fourth Incentive before the processing of an Applicant's third Incentive is complete, the Program Administrator will alert the Eligible Dealership or Showroom which issued the fourth (4<sup>th</sup>) Incentive and indicate that they will need to take action to have the funds returned to them by the Applicant. The Applicant will be in violation of the Program's Terms and Conditions. The Eligible Dealership or Showroom shall be responsible for pursuing its remedies.

**B. Charge Up+ Eligibility Requirements**

An Applicant must meet the above-listed requirements for Charge Up, submit the documentation required below, and have a valid approved Pre-qualification ID to be an Eligible Applicant. Details on required documentation and the Pre-qualification ID are below. The Charge Up+ additional incentive is to be applied at the point of purchase/lease, just like the Charge Up incentive.

Prior to an Eligible Dealership or Showroom submitting an Application on the Eligible Applicant's behalf for the order, purchase, or lease of an Eligible Vehicle, the Eligible Applicant must submit to the Program Administrator tax documentation demonstrating that the Eligible Applicant's most recent federal Modified Adjusted Gross Income ("MAGI") does not exceed the applicable threshold below, or documentation demonstrating enrollment in an approved public assistance program, and must receive

approval from the Program Administrator:

1. Maximum MAGI of \$75,000 for single filers;
2. Maximum MAGI of \$112,500 for head of household filers; or
3. Maximum MAGI of \$150,000 for joint filers.

An Applicant claimed as a dependent on another taxpayer's state and/or federal income tax returns is not eligible for the Charge Up+ additional Incentive.

A Pre-qualification ID can be obtained by completing the program application on the Charge Up New Jersey website. An Eligible Applicant meeting all requirements will receive a Pre-qualification ID that is valid for 150 calendar days and redeemable at an Eligible Dealership or Showroom after approval. **Pre-qualification ID approval is not instantaneous, and an application will be processed on a first-come, first-served basis, and may take up to ten (10) business days to be processed.** Staff at the Eligible Dealership or Showroom must apply the Pre-qualification ID to an Eligible Vehicle purchase or lease.

### **C. Failure to Adhere to the Program Requirements**

If an Eligible Vehicle for which an Incentive payment was issued is sold, returned, or traded in, or if a lease is transferred or assumed by another party prior to expiration of the minimum ownership period or lease agreement, or if the Applicant moves out of state prior to two (2) years following the Vehicle Transaction Date, the purchaser or lessee may be required to reimburse the NJ BPU a pro-rated share of the Incentive amount received. Exemption from the thirty-six (36) month period set forth in Section II.A.7 above may be allowed if necessitated by unforeseen or unavoidable circumstances, such as military relocation outside the State of New Jersey, death of an Applicant, or determination by the Program Administrator that the vehicle has been totaled.

To qualify for an exemption, an Applicant or their successors will be required to submit a written request to the Program Administrator and include official documentation proving military relocation, death of the recipient, or involuntary destruction of the vehicle. The Program Administrator will review all submitted exemption requests and respond with an approval, denial, or request for additional documentation within fourteen (14) days of receipt. The Program Administrator will store all exemption requests with the original Application in the Incentive processing platform. To request an exemption for a special circumstance other than those listed above, a recipient can submit a written request explaining the circumstances along with any official corresponding documentation. The Program Administrator will review the exemption request with NJ BPU to determine if the recipient satisfies the requirements for an exemption.

## **III. Vehicle Eligibility for Charge Up and Charge Up+**

### **A. General Requirements**

In order to be an Eligible Vehicle for the Program, the vehicle must be:

- A new light-duty battery electric vehicle with a MSRP of below \$55,000;
- Purchased or leased in the State of New Jersey at a participating Eligible Dealership or Showroom;
- Registered in State of New Jersey to a State of New Jersey resident, including an active-duty military member stationed in State of New Jersey;

- The entirety of the purchase or lease, including the ordering, for an Eligible Vehicle must occur on or after the official launch of the FY27 Program (July 1, 2026); and
- The order date shall be defined as the date which the Eligible Applicant places a down payment of any sort on the vehicle.

In order to maintain a consistent and standardized approach to the MSRP cap under the Program:

- The MSRP and its impact on Incentive eligibility will be taken into account only up to the Point-of-Sale. Any additions made to the vehicle thereafter that would otherwise alter the value of the vehicle will not alter the vehicle's eligibility for an Incentive under the Program.
- An Incentive reserved at the time of order must have the same MSRP at the time of order and the time of purchase or lease transaction.
- The MSRP cap **will include** all line items on the purchase or lease contract which relate to the value of the vehicle itself (including but not limited to battery upgrades, autonomous upgrades, wheel and tire packages, audio and infotainment system).
- The MSRP **cap will not include** maintenance or vehicle care packages, additional vehicle accessories (e.g., first aid kits, floor mats, cargo nets, etc.), destination and delivery charges, tax, registration fees, title fees, and documentation fees since these line items do not relate to the value of the vehicle itself, but rather to logistics, care, and maintenance of the vehicle.

#### **B. Incentive for an Eligible Vehicle**

An Eligible Vehicle with a MSRP of up to \$55,000 will qualify for a fixed Incentive of \$1,500. An income-qualified Eligible Applicant, as defined in Section II.A.9 above, will be eligible for the Charge Up+ additional income-based Incentive in the amount of \$2,500, bringing the maximum Incentive to \$4,000.

An Eligible Dealership or Showroom is expected to provide the correct Incentive amount to an Eligible Applicant. Neither NJ BPU nor the Program Administrator is responsible for Eligible Dealership or Showroom miscalculated Incentive amount or miscommunication to an Eligible Applicant. An Eligible Dealership and Showroom may reach out to the Program Administrator for clarification regarding the MSRP and Incentive amount prior to finalizing the vehicle transaction.

In the event an Eligible Dealership or Showroom provides an Incentive for a new vehicle not on the Program website eligibility list at the time of purchase or lease, the Eligible Dealership or Showroom must make a reasonable effort to ensure the OEM provides the required application for approval within thirty (30) calendar days from the date the Program Application is submitted to the Board for approval. Neither NJ BPU nor the Program Administrator guarantee that a vehicle will be deemed eligible for the Program, or that an Incentive provided prior to a vehicle's approval will be reimbursed. Should the request for vehicle approval be denied, no Incentives provided for the vehicle will be eligible for reimbursement. If a vehicle is determined to be eligible and NJ BPU authorizes reimbursement to the Eligible Dealership or Showroom for an Incentive provided within the thirty (30) calendar days preceding vehicle approval, the Eligible Dealership or Showroom must submit the corresponding Application to the Program Administrator within fourteen (14) calendar days of receiving notice of such authorization.

**C. MSRP Calculation Example**

| Included in MSRP Calculation   | Excluded in the MSRP Calculation   |
|--|--|
| <ul style="list-style-type: none"> <li>● Additions <b>at</b> Point-of-Sale</li> <li>● Items related to the value of the vehicle</li> <li>● Battery upgrades</li> <li>● Autonomous upgrades</li> <li>● Wheel and tire packages</li> <li>● Interior or exterior color options</li> <li>● Entertainment systems</li> <li>● Interior or exterior upgrades that are not part of the trim level (e.g., heated seats, heated steering wheel, dimming mirror, etc.)</li> </ul> | <ul style="list-style-type: none"> <li>● Additions made <b>after</b> Point-of-Sale</li> <li>● Items unrelated to value of vehicle</li> <li>● Floor mats</li> <li>● Cargo nets</li> <li>● Destination charges</li> <li>● Delivery charges</li> <li>● Taxes</li> <li>● Registration fees</li> <li>● Title fees</li> <li>● Documentation fees</li> <li>● Maintenance packages</li> <li>● Vehicle care packages</li> <li>● First aid kits</li> </ul> |

| Incentive Calculation   | Determining Factor(s)  |
|---|--|
| Base amount of \$1,500 (i.e., Charge Up)  | Eligible Vehicle with an MSRP of up to \$55,000  |
| Additional Incentive of \$2,500* (i.e., Charge Up+)<br><br>*Total Incentive is \$4,000 for Eligible Applicant qualifying for Charge Up+ | Eligible Vehicle with an MSRP of up to \$55,000 <i>and</i> Pre-qualified Charge Up+ Eligible Applicant |

**Note:** Incentive amounts and the criteria used to determine them are subject to change. Visit the Program website after the Incentive effective date to see the current complete list of Eligible Vehicles.

An Eligible Applicant who has purchased or leased an Eligible Vehicle can receive the Charge Up Incentive at the Point-of-Sale. A pre-qualified Charge Up+ Eligible Applicant will present a unique Prequalification ID number to the Eligible Dealership or Showroom to apply the additional income-based Incentive. This Pre-qualification ID may be used for the purchase or lease of a single Eligible Vehicle. An Incentive is available on a first-come, first-served basis as long as sufficient Program funds remain. An Eligible Applicant and Eligible Dealerships or Showrooms can check the Program website for updates on funding levels. The Incentive deduction will be shown as a line item on the Eligible Applicant’s purchase or lease contract at the Point-of-Sale. The Program Administrator will reimburse an Eligible Dealership or Showroom for the cost of providing eligible Incentives by electronic payment. Per the NJ BPU’s payment terms, Eligible Dealership or Showroom can expect to receive their reimbursements within one (1) month of Application approval. The Program Administrator will not reimburse Eligible Dealership or Showroom for Incentives if the buyer or lessee of any Eligible Vehicle returns the vehicle prior to the Incentive being issued. An Eligible Dealership or Showroom must notify the Program Administrator if an Eligible Vehicle is returned and request that the Incentive Application be cancelled. Furthermore, the NJ BPU reserves the right to seek reimbursement from the Eligible Dealership or Showroom if an Incentive was issued and the

buyer or lessee of any Eligible Vehicle returns such vehicle to the Eligible Dealership or Showroom within thirty (30) calendar days.

#### **D. Floor Model, Test Drive, and Rollback Vehicles**

A vehicle used as Eligible Dealership or Showroom floor model and test drive vehicle is eligible for the Incentive if the vehicle has not been registered previously with the New Jersey MVC or in any other state. An Incentive Application for floor model, test drive, unwind and rollback vehicles will be assessed on a case-by-case basis. A “rollback” occurs when a buyer purchases or leases a vehicle then returns it shortly after purchase, or when a buyer’s financing is disapproved. An “unwind” occurs when registration is completed but the sale was not consummated, and the buyer never took delivery. A vehicle determined by the Program Administrator to be rollback or unwind vehicle will be eligible to receive an Incentive.

Additional documentation from an Eligible Dealership or Showroom to approve Applications for rollback or unwind vehicles may be required.

In the event of a rollback, unwind, or return of an incentivized Eligible Vehicle, the Eligible Dealership or Showroom must notify the Program Administrator by emailing [chargeupnj@energycenter.org](mailto:chargeupnj@energycenter.org) with details of the change in the status of the purchase or lease within three (3) business days. If the Incentive payment to the Eligible Dealership or Showroom was already initiated, then the Program Administrator will provide instructions to repay the Incentive funds. If the Incentive payment was not yet initiated, the Application will be cancelled since the purchase or lease contract is no longer in effect.

#### **E. Vehicle Ownership Provision**

An Eligible Applicant is required to keep the vehicle and meet all applicable Program requirements for a minimum thirty-six (36) month period after the vehicle purchase or lease date. If a manufacturer defect or other unforeseen circumstances require the replacement of an incentivized vehicle with another Eligible Vehicle, the Program Administrator, in conjunction with NJ BPU, has discretion to allow the Incentive funds received to be applied to the replacement vehicle. To be considered, the replacement vehicle must be on a current Eligible Vehicle at the time the replacement is made or be the exact same vehicle that was originally incentivized. Lease transfers or lease assumptions are not allowed. Resale of a vehicle or return of a leased vehicle to a dealer may be allowed within this thirty-six (36) month period if necessitated by unforeseen or unavoidable circumstances. To initiate this provision, contact the Program Administrator. If the vehicle is resold or returned, Eligible Applicant must promptly notify the Program Administrator and may be required to return a prorated portion of their Incentive fund.

If Eligible Applicant must resell a vehicle or return a leased vehicle to an Eligible Dealership or Showroom due to unforeseen or unavoidable circumstances, such as military relocation outside of New Jersey, or a totaled vehicle, may be exempt from returning the prorated Incentive amount. Exemptions may be approved by the NJ BPU on a case-by-case basis. If an Eligible Vehicle purchaser or lessee sells or returns the incentivized vehicle to the dealership and does not receive prior approval, the NJ BPU or its designee reserves the right to recoup Incentive funds from the original vehicle purchaser identified on the Application form. If the Terms and Conditions of a previous Application are not fulfilled, any/all new Applications under the Eligible Applicant’s name are subject to a temporary hold. The hold will remain in effect until the previous Application’s Terms and Conditions have been met and/or funds are returned to the Program Administrator.

#### **F. Ineligible Vehicles**

Any vehicle that is not approved and included on the [Eligible Vehicles](#) webpage on the [Charge Up New Jersey Website](#) is considered ineligible. Ineligible Vehicles under the Program include:

- Vehicles with an MSRP exceeding \$55,000;
- PHEVs;
- EV conversions;
- Electric scooters;
- Electric all-terrain vehicles;
- Neighborhood or low speed EVs;
- Electric motorcycles, as well as other two (2)- or three (3)-wheeled EVs;
- Pre-owned and used plug-in EVs;
- Any vehicles purchased or leased outside the State of New Jersey;
- Any vehicle ordered, purchased, or leased prior to the launch of FY27 Program (July 1, 2026);
- Any vehicle ordered, purchased, or leased after the FY27 Program has officially paused and the BPU has proceeded to evaluate Program funding; and
- Any vehicle ordered, purchased, or leased after the FY27 Program has officially closed.

#### **IV. In-Home Electric Vehicle Charger Incentive**

Phase Three (3) of the Program, the In-Home Electric Vehicle Charger Incentive, launched in July 2022.

##### **A. Applicant Eligibility Requirements**

An Applicant must meet the following requirements in order to be eligible to receive the In-Home Electric Vehicle Charger Incentive under the FY27 Program:

- Proof of New Jersey residence;
- A Valid NJ EV registration showing a residential address in New Jersey; and
- Documentation demonstrating that the Eligible Applicant has entered into, completed, and maintains an active and valid network service agreement for the incentivized charging station with an approved Network Service Provider.

The eligibility requirements will be checked by the Program Administrator. Each Eligible Applicant (tracked by their New Jersey Driver's License) may receive up to two (2) In-Home Electric Vehicle Charger Incentives throughout the duration of the 10-year Charge Up New Jersey Program, but no more than one (1) per address.

##### **B. Equipment Eligibility Requirements**

Only an approved Level 2 ("L2") In-Home Electric Vehicle Charger capable of capturing data (also known

as a “smart” or “networked” charger) intended for residential use is eligible for an Incentive. The In-Home Electric Vehicle Charger must be networked by an approved Network Service Provider available on the State’s pre-qualified list. Eligible In-Home Electric Vehicle Charger models must also be approved and added to the eligibility list on the Program website. An Eligible Applicant agrees to comply with all data sharing requirements as directed by the Program. The Network Service Provider may send both (i) the Eligible Applicant’s home address and (ii) data related to charging times, frequency, duration, energy dispensed, power levels, and equipment type to NJ BPU and the Program Administrator without additional consent needed from the Eligible Applicant. Anonymized, aggregated state-wide data may be made available in a public-facing dashboard. No personally identifiable information will be made available in any data set(s) published pursuant to such data collection.

In accordance with the Appliance Standards Act, only In-Home Electric Vehicle Chargers that are ENERGY STAR® Certified may be purchased or installed in New Jersey. Eligible In-Home Electric Vehicle Charger models must also be approved and added to the eligibility list on the Program website.

Bidirectional charging equipment must also be certified to UL 9741, where applicable.

For the purposes of this Program, the In-Home Electric Vehicle Charger must be in “New” condition and covered under the original manufacturer warranty. Any other description (“Used – Like New”, “Used – Open Box”, etc.) of the condition of the charger will not be eligible.

All other chargers are ineligible for this Incentive.

### **Incentives for Eligible Equipment**

The Incentive for In-Home Electric Vehicle Charger will utilize the same platform as Phase One of the Program, insofar as it will operate as a post-purchase Incentive. The per charger Incentive amount will be \$250 or the purchase price of the equipment, whichever is lower. The Incentive will not cover the associated installation costs, permitting fees, etc., for a particular charger, though utilities may offer Incentives separate from this one to install the “Make-Ready” infrastructure for residential chargers. To be eligible for the Incentive under the FY27 Program, an Eligible Applicant will need to upload scanned copies of all required documents. An Eligible Applicant will be required to certify that they have installed their equipment prior to submitting an Application. If the Program Administrator determines the submitted materials qualify the Eligible Applicant for an Incentive, and the Program Administrator approves the Eligible Applicant’s Application, the Incentive will be issued in a single payment via check.

### **Selection of Approved In-Home Electric Vehicle Charger and Network Service Provider**

#### **NSP Eligibility**

The Program Administrator and NJ BPU maintain a list of approved, compliant and eligible NSPs. An Applicant should review the list of Network Service Providers (NSPs) available on the program website and designate their selected NSP in the Application.

If the NSP selected by an Applicant is or becomes no longer eligible under the Program prior Application approval, the Program Administrator will notify Applicant via email. Applicant must enroll with a currently eligible NSP within a reasonable amount of time.

#### **In-Home Electric Vehicle Charger Eligibility**

The Program Administrator and NJ BPU maintain a list of approved, eligible In-Home Electric Vehicle

Chargers for the Program. Applicant should review the list of In-Home Electric Vehicle Chargers available on the program website and designate their selected make/model of In-Home Electric Vehicle Charger in the Application.

If the In-Home Electric Vehicle Charger selected by an Applicant in their Application is no longer approved under the Program prior to Application approval, the Program Administrator will notify Applicant via email. Applicant must select a currently approved In-Home Electric Vehicle Charger within a reasonable amount of time.

If there are factors outside of Applicant's control and Applicant has demonstrated attempts to follow program requirements in good faith, the Program Administrator and/or NJ BPU will further engage with Applicant regarding compliance.

### **In-Home Electric Vehicle Charger Operation Requirements**

#### **In-Home Electric Vehicle Charger**

As a condition of receiving Program funds, the Applicant agrees that, for the minimum required five (5) year performance period following installation, incentivized In-Home Electric Vehicle Charger shall not be materially repurposed in a manner that is inconsistent with Program requirements, whether or not such requirements or restrictions are expressly enumerated in these Terms and Conditions.

During the required performance period, Applicant shall comply with all Program requirements, directives, guidance, and conditions issued by NJ BPU or the Program Administrator for purposes of Program administration, oversight, evaluation, or compliance verification. If an incentivized In-Home Electric Vehicle Charger is replaced during the five-year performance period, including as a result of a warranty claim or insurance-covered loss, the replacement In-Home Electric Vehicle Charger likewise be subject to all Program requirements for the remainder of the applicable performance period.

If the incentivized Charging Station is replaced during the five-year compliance period, Applicant must notify the Program Administrator and provide the replacement In-Home Electric Vehicle Charger's serial number and any other information reasonably requested to verify continued compliance with Program requirements. The replacement In-Home Electric Vehicle Charger shall likewise be subject to all Program requirements, including data sharing requirements, for the remainder of the five-year compliance period.

If an Applicant who received the In-Home Electric Vehicle Charger incentive establishes primary residence at a New Jersey address other than the address provided by the Applicant in their In-Home Electric Vehicle Charger application during the five-year compliance period, the Applicant must notify the Program Administrator using the contact information provided in the "Contact" section of these Terms and Conditions and provide the new address in which the In-Home Electric Vehicle Charger is installed, and any other information reasonably requested to verify continued compliance with Program requirements. The In-Home Electric Vehicle Charger shall remain subject to all Program requirements, including data-sharing requirements, for the remainder of the five-year compliance period.

#### **Data Sharing**

As a condition of receiving Program funds, Applicant agrees that, for the minimum required five-year performance period following installation, incentivized In-Home Electric Vehicle Charger shall not be materially repurposed in a manner that is inconsistent with Program requirements, whether or not such requirements or restrictions are expressly enumerated in these Terms and Conditions. During the required

performance period, Applicant shall comply with all Program requirements, directives, guidance, and conditions issued by NJ BPU or Program Administrator for purposes of Program administration, oversight, evaluation, or compliance verification. If an incentivized In-Home Electric Vehicle Charger is replaced during the five-year performance period, including as a result of a warranty claim or insurance-covered loss, the replacement In-Home Electric Vehicle Charger shall remain subject to all Program requirements for the remainder of the applicable performance period.

Failure to comply with Program requirements may result in corrective action by the Program Administrator, including recoupment of part or all Program funds, deduction from future incentive payments or reimbursements, loss of eligibility for future Program incentives, or other corrective action, as applicable.

Failure to comply with such requirements may result in corrective action by the Program Administrator, including recoupment of part or all previously issued Incentive funds, loss of eligibility for future Program incentives, or other corrective action, as applicable.

Only an eligible L2 In-Home Electric Vehicle Charger capable of capturing data (also known as a “smart” or “networked” charger) intended for residential use is eligible for an Incentive. The In-Home Electric Vehicle Charger must be networked by an approved Network Service Provider available on the State’s pre-qualified list. Eligible In-Home Electric Vehicle Charger models must also be approved and added to the eligibility list on the Program website. Eligible Applicants agree to comply with all data sharing requirements as directed by the Program. The Network Service Provider may send both (i) the Eligible Applicant’s home address and (ii) data related to charging times, frequency, duration, energy dispensed, power levels, and equipment type to NJ BPU and the Program Administrator without additional consent needed from the Eligible Applicant. Anonymized, aggregated State-wide data may be made available in a public facing dashboard. No personally identifiable information will be made available in any data set(s) published pursuant to such data collection.

### **C. Notice**

The Program Administrator will issue a confirmation e-mail regarding an administratively complete Application. If, however, the Program Administrator determines that an Application is not administratively complete, it will send an e-mail message to the Eligible Applicant. An Eligible Applicant is responsible for monitoring their e-mails with respect to such notification(s). If the Eligible Applicant has questions regarding why their Application is administratively incomplete, they should contact the Program Administrator using the contact information under the “Contact” section of these Terms and Conditions.

#### **D. Required Documentation**

An Eligible Applicant must upload to the portal noted in Part IV.C. above the following items:

- Proof of purchase of a new In-Home Electric Vehicle Charger, either a digital or scanned hard copy, with the date of purchase, model of the charger, and price clearly visible;
- Scanned photo of the serial number on the charging equipment itself;
- Valid NJ EV registration showing a residential address in New Jersey;
- New Jersey Driver's License as proof of residence and a unique identifier; and
- Documentation demonstrating that the Eligible Applicant has entered into, completed, and maintains an active and valid network service agreement for the incentivized In-Home Electric Vehicle Charger with an approved Network Service Provider. Acceptable documentation may include screenshots, email confirmations, or an executed network service agreement that showcases the name of the approved Network Service Provider and confirms the Eligible Applicant's network service agreement.

#### **E. Ineligible Equipment**

The following chargers are ineligible for the FY27 Program:

- Any charger purchased more than sixty (60) calendar days prior to July 1, 2026. An In-Home Electric Vehicle Charger purchased outside of this timeframe but installed within 60 calendar days of July 1, 2026 is eligible. <sup>2</sup>
- Any non-ENERGY STAR<sup>®</sup> Certified charger purchased after March 15, 2023.
- Any charger purchased after the Program has officially paused, and the BPU is evaluating Program funding.
- Any charger purchased after the Program has officially closed.
- Any charger purchased after the FY27 Residential Program has officially closed.
- Any pre-owned or used charger.

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<sup>2</sup> Applicants who purchased an eligible charger within sixty (60) days prior to July 1, 2026 must submit an application on or before September 30, 2026 to qualify.

**V. Acknowledgement (Point-of-Sale Only)**

**A. Vehicle and Incentive Information**

Vehicle Year, Make, and Model: \_\_\_\_\_  
Vehicle Identification Number (VIN): \_\_\_\_\_  
MSRP at Order (if applicable) \$: \_\_\_\_\_  
Charge Up+ Pre-qualification ID (if applicable): \_\_\_\_\_  
Incentive amount \$: \_\_\_\_\_

**B. Required Signatures**

**Applicant:**

I hereby acknowledge that I have read, understand, and agree to the requirements and responsibilities for the order, purchase or lease of an Eligible Vehicle and for participation in the FY27 Program under the Terms and Conditions as set forth above.

Name of Vehicle Purchaser/Lessee: \_\_\_\_\_  
Signature of Vehicle Purchaser/Lessee: \_\_\_\_\_  
Email of Vehicle Purchaser/Lessee: \_\_\_\_\_  
Date: \_\_\_\_\_

**Sales Representative:**

I hereby acknowledge that I have read, understand, and agree to the requirements and responsibilities for Eligible Dealership or Showroom participation in the FY27 Program under the Terms and Conditions as set forth above.

Name of Sales Representative: \_\_\_\_\_  
Signature of Sales Representative: \_\_\_\_\_  
Email of Sales Representative: \_\_\_\_\_  
Eligible Dealership/Showroom Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**VI. Acknowledgement (Dealership or Showroom Only)**

I hereby acknowledge that I have read, understand, and agree to the requirements and responsibilities for Eligible Dealership or Showroom participation in the FY27 Program under the Terms and Conditions as set forth above.

Name Authorized Signer: \_\_\_\_\_  
Title of Authorized Signer: \_\_\_\_\_  
Email of Authorized Signer: \_\_\_\_\_  
Dealership/Showroom Name: \_\_\_\_\_  
Dealership/Showroom Website: \_\_\_\_\_  
Dealership/Showroom Address: \_\_\_\_\_  
Date: \_\_\_\_\_