



## “Fine Print” – The Terms of This Agreement

By submitting a rebate request the undersigned owner/operator and vendor agree to the following terms and conditions. The undersigned owner agrees that in the event of any breach of any of the following terms and conditions, in addition to any other available remedies, the Program shall be entitled to the return of a percentage of the rebate determined by subtracting the number of full calendar months that the relevant bus was in full compliance with the following terms and conditions from 48, dividing the result by 48 and multiplying the result by 100.

1. Each bus retrofit under this program shall operate in the Pittsburgh Public Schools system for a minimum of four years after the retrofit.
2. Vendor agrees that each bus retrofit under this program shall be entitled to a voucher from the emission control vendor redeemable for a single DPF module cleaning at no charge to the bus owner.
3. Funding is available only to school buses that are used for pupil transport in the Pittsburgh Public Schools system and are equipped with engines that are engine model year 2000 through 2006.
4. If required as part of a vendor’s EPA or CARB verification, data logging must be performed on the specific or substantially similar bus in similar service and affirmed on the application form before the rebate reservation application is submitted.
5. The DPF must be verified by EPA or CARB with a PM emission performance level of 85% or greater or an equivalent outlet PM emission rate of 0.01 g/bhp-hr.
6. The more stringent of a 5-year/100,000 mile warranty or the warranty required by the verification agency must be provided for the catalytic device to the bus owner (i.e., if the DPF is CARB verified the CARB warranty would be offered for 50-state deployments).
7. In order to receive reimbursement both a verified DPF and a CCV, including any ancillary equipment required for verification, must be installed and inspected. The CCV must close the crankcase from the atmosphere, be routed to the engine intake and have a CARB EO#.
8. The bus owner and vendor represent that the incentive funding provided under this program is the sole incentive or grant funding source for the retrofit, including the DPF and CCV, of the bus.
9. If the reservation is accepted, the full posted rebate amount will be provided to the bus owner/operator and/or retrofit vendor provided that installation of the DPF and CCV is completed within 120 calendar days of after the effective date of reservation as set forth in the acknowledgement (the “reservation date”).
10. 120 calendar days after the reservation date, the reservation will expire and full reimbursement will NOT be made. The owner may resubmit a supplemental reservation application at any time after 180 calendar days beyond the original reservation approval.
11. For applications re-submitted after 180 days beyond the reservation date, the posted rebate amount at the time of resubmission less \$500 will be provided to the bus owner/operator and/or retrofit vendor provided that installation of the DPF and CCV is completed within 120 calendar days of the subsequent reservation date.
12. The bus owner/operator shall fuel the bus with ultra-low sulfur diesel fuel if required by the DPF verification.
13. The bus owner/operator shall maintain the bus as well as the DPF and CCV according to manufacturer recommendations.
14. The bus owner/operator shall report any operational issues or concerns that may be attributable to the use of the DPF that prevent operation of the vehicle to the Program Administrator.
15. The bus owner/operator shall allow the Program Administrator access to the bus for documenting emission reductions, including but not limited to access to the school bus at a mutually convenient time for emission testing.
16. The bus owner/operator shall provide access to records regarding the operation and maintenance of the bus to the Program Administrator upon request.
17. The bus owner/operator and/or retrofit vendor shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the retrofit of school buses funded under this program unless written approval of the Program Administrator is first obtained. Such approval may be withheld at the sole discretion of the Program Administrator.
18. The bus owner/operator shall maintain adequate insurance on the school bus during the useful life of the bus to insure replacement of the DPF and CCV in the event of damage during an accident.
19. Each of the bus owner/operator and the vendor hereby release, discharge and hold harmless the Clean Air Task Force, The Allegheny County Partnership to Reduce Diesel Pollution and the Heinz Endowment, and their respective members, directors, trustees, officers, employees, representatives, agents and insurers (the “Releases”) from and against any and all loss, liability, injuries (including death), damages and claims of any kind arising from or relating to any retrofit or the bus owner/operator’s or vendor’s participation in the program.
20. By entering into this agreement with the Program Administrator, each of the bus owner/operator and the retrofit vendor certifies that it has not been and is not currently the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.
21. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
22. By signing this form the applicants agree to all terms herein and also affirm that they are legally capable of entering into said agreement and that the individual signing this agreement on their behalf have been duly authorized to do so.
23. If any part or parts of this Agreement are held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining parts shall not in any way be affected or impaired thereby.

Owner/Operator: \_\_\_\_\_ Name and Title: \_\_\_\_\_

Vendor: \_\_\_\_\_ Name and Title: \_\_\_\_\_