



Agenda Date: 9/4/24  
Agenda Item: 8E

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
44 South Clinton Avenue, 1<sup>st</sup> Floor  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

CLEAN ENERGY

IN THE MATTER OF THE PETITION OF NEHA	)	ORDER
VISWANATH APPEAL OF THE BOARD OF PUBLIC	)	
UTILITIES' DECISION DENYING ELECTRIC CAR	)	
POINT-OF-SALE REBATE AND REQUEST FOR	)	
FORMAL HEARING	)	DOCKET NO. QO24040231

**Parties of Record:**

**Neha Viswanath**, Petitioner  
**Rohit Ramkumar**, Petitioner

**BY THE BOARD:**

By this Order, the New Jersey Board of Public Utilities ("Board" or "BPU") considers the petition of Neha Viswanath ("Ms. Viswanath") and Rohit Ramkumar ("Mr. Ramkumar") (collectively, "Petitioners"), who appeal the denial of their application for an incentive through the Board's Fiscal Year 2024 ("FY24") Charge Up New Jersey Program.

**BACKGROUND**

The Charge Up New Jersey Program ("Charge Up" or "Program") was established by the Board pursuant to New Jersey's Electric Vehicle Act ("EV Act"), N.J.S.A. 48:25-1 et al., which amended, in relevant part, N.J.S.A. 48:25-4 and N.J.S.A. 48:3-60(a)(3) to direct the Board to establish and implement a program to incentivize the purchase or lease of new light-duty plug-in electric vehicles ("EV") in New Jersey.

On April 6, 2020, the Board authorized the first phase of Charge Up, which provided incentives to individuals who purchased or leased an EV from January 17, 2020, through December 15, 2020.<sup>1</sup> During the first phase of Charge Up, incentives were processed on a first-come, first-serve basis by the Program Administrator, who then issued eligible applicants a single payment via check.<sup>2</sup> Subsequently, on June 24, 2021, the Board approved the Fiscal Year 2022 Clean Energy Budget, including the Phase Two of Charge Up, redesigning the program to apply an incentive to eligible

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<sup>1</sup> In re the Clean Energy Order Programs and Budget for Fiscal Year 2020 - 2nd Budget Revisions and Electric Vehicle Program Compliance Filing, BPU Docket Nos. QO19050645 and QO20030262, Order dated April 17, 2020.

<sup>2</sup> Ibid.

EV purchases at the time of the vehicle's purchase as a deduction to be applied by the dealership or showroom, which would later be reimbursed to the dealership or showroom by the Program Administrator.<sup>3</sup>

In Phase Two of Charge Up, incentives are applied, in full, directly at the time of the point-of-sale ("POS") transaction, and submission of all documentation to the Program Administrator is facilitated by the salesperson or representative at the dealership or showroom. The Program Administrator pays the incentives to the dealership or showroom to reimburse them in full for the incentives paid to customers. For each fiscal year that Charge Up is reinstated by the Board, updated Charge Up Terms and Conditions are adopted and posted on the Program website. On June 29, 2023, the Board approved the FY24 Charge Up Program and adopted the FY24 Charge Up Terms and Conditions ("FY24 Terms and Conditions"), which were posted on the Program Administrator's website.<sup>4</sup>

Pursuant to Section I.D. of the FY24 Terms and Conditions, applicants may appeal the denial of an application or the POS incentive by first contacting the Program Administrator to attempt to resolve the issue. If attempts to resolve the issue with the Program Administrator are unsuccessful, the applicant may appeal to Board Staff ("Staff") for further review, to be considered on a case-by-case basis.

Pursuant to the appeal process set forth in the FY24 Terms and Conditions, Ms. Viswanath first contacted Staff via electronic mail on October 30, 2023. Ms. Viswanath informed Staff that she and her husband purchased a Model 3 Tesla ("Vehicle") on October 16, 2023, and, due to a technical difficulty caused by Tesla's system, her application for a Charge Up incentive was automatically declined. Ms. Viswanath further indicated that she provided a valid New Jersey driver's license, that she was the co-registrant of the Vehicle, and that she was the person who paid for the Vehicle in full. Ms. Viswanath asserted that the application was declined because her husband, Mr. Ramkumar, a co-registrant on the Vehicle, moved to New Jersey in September 2023 and, as a result, did not have an active driver's license. Ms. Viswanath indicated that Tesla's system picked Mr. Ramkumar's information because he registered first in the system as opposed to her information, which resulted in Tesla's system automatically declining the application due to Mr. Ramkumar's failure to provide a valid New Jersey driver's license. Ms. Viswanath asserted that when she picked up the Vehicle from the showroom on October 16, 2023, she was not provided any paperwork to sign and was advised to simply take the Vehicle. Ms. Viswanath reported that she was provided an invoice from Tesla by email the following day, which included Charge Up as a line-item, but had an amount of zero dollars as opposed to the full credit.

Staff provided a response to Ms. Viswanath's appeal on March 25, 2024, denying the application for failure to adhere to the FY24 Terms and Conditions because incentives must be applied at the POS and may not be issued post-purchase or lease. Ms. Viswanath responded the same day and argued that she did not know at the time that the rebate could only be offered at the POS and that she similarly did not realize that the Charge Up incentive on the purchase contract reflected an amount of zero dollars until after taking possession of the Vehicle. Staff responded to Ms. Viswanath's follow-up correspondence on April 4, 2024, reiterating its prior response and providing citation to relevant sections of the FY24 Terms and Conditions. Staff's April 4, 2024

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<sup>3</sup> In re the Clean Energy Programs and Budget for Fiscal Year 2022, BPU Docket No. QO21040720, Order dated June 24, 2021.

<sup>4</sup> In re the Clean Energy Programs and Budget for Fiscal Year 2024, BPU Docket No. QO23040236, Order dated June 29, 2023.

response advised Ms. Viswanath that she may file a petition for a formal hearing with the Board, pursuant to N.J.A.C. 14:1-1, if she disagreed with Staff's determination.

### **VISWANATH PETITION**

On April 11, 2024, Ms. Viswanath filed the instant petition ("Petition") seeking a formal hearing to receive the FY24 Charge Up POS incentive. In the Petition, Ms. Viswanath asserted that on October 7, 2023, she and Mr. Ramkumar ordered the Vehicle from Tesla Motors which qualified for the \$4,000 rebate under Charge Up as an eligible EV pursuant to the FY24 Terms and Conditions.

Ms. Viswanath contended that, on October 16, 2023, she and Mr. Ramkumar arrived at the Springfield, New Jersey Tesla showroom to pick up the Vehicle. Ms. Viswanath asserted, without documentary support, that at the time of purchase, they were not "presented [with] any paperwork nor asked to sign any agreements at the showroom, with the showroom noting that [they] had e-signed any necessary agreements." According to Ms. Viswanath, Tesla Motors violated Section I.1.F. of the FY24 Terms and Conditions by making no mention of the Charge Up NJ Terms and Conditions at the POS, not showing the line-item deduction on the invoice at delivery, and not correctly verifying whether Ms. Viswanath and Mr. Ramkumar were eligible for the rebate. Ms. Viswanath indicated that she and Mr. Ramkumar left with their Vehicle without knowing that Tesla should have taken the actions laid out in Section I.1.F. of the FY24 Terms and Conditions. Ms. Viswanath stated that, had they known the rebate was only applied at the POS and Tesla should have taken these actions, they would not have left with the Vehicle.

Ms. Viswanath further argued that, on October 17, 2023, Tesla sent her an email titled, "Welcome to Model 3 Ownership," with links to several documents. Ms. Viswanath asserted that the email contained a final purchase invoice with \$0.00 listed for the Charge Up NJ rebate line-item, which led Ms. Viswanath and Mr. Ramkumar to realize that they had not received their rebate. Ms. Viswanath contended that the money for the Vehicle was also debited from her account on October 17, 2023, which resulted in them realizing they had not received the rebate for the first time as they were charged more than expected. Petitioners included a copy of the Tesla invoice with \$0.00 listed for Charge Up NJ rebate line-item in the Petition.

Ms. Viswanath contended that, once they reported the missing incentive to the Tesla showroom they purchased the Vehicle from, a Tesla employee informed her that the Petitioners were "automatically screened out of the rebate due to an automated system at Tesla which only looks at the primary applicant for NJ license verification." Ms. Viswanath indicated that her husband, Mr. Ramkumar, was the primary applicant in the Tesla system. In addition, she noted that her husband had recently moved to New Jersey and had not yet received his New Jersey driver's license in the mail. Ms. Viswanath stated that she was listed as a co-applicant and has been a New Jersey resident since 1994. She referenced the FY24 Terms and Conditions in Section II.A.1. and claimed that the Tesla dealership violated the FY24 Terms and Conditions by not reviewing Ms. Viswanath's license and automatically declining their rebate using Tesla's automated system.

### **STAFF RECOMMENDATION**

The FY24 Terms and Conditions provide that to receive the incentive, "an applicant must meet the incentive requirements and eligibility criteria, sign a copy of the FY24 Program Terms and Conditions, ensure the Dealership or Showroom has the signed Terms and Conditions on file at the time the vehicle is delivered . . . and fully execute the sales or lease contract in a New Jersey

Dealership or Showroom.”<sup>5</sup> The FY24 Terms and Conditions also require that the applicants receive the incentive “directly from the Dealership or Showroom via a deduction of the full incentive amount on their purchase or lease contract.”<sup>6</sup> In addition, “[a]pplicants are 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 contract.”<sup>7</sup> Incentives may not be issued “post-purchase or lease.”<sup>8</sup> Furthermore, the FY24 Terms and Conditions provide that required application documentation includes “[p]roof of New Jersey residency via a legible copy of the applicant’s current, unexpired New Jersey driver’s license.”<sup>9</sup> Among other criteria, the FY24 Terms and Conditions provide that “the entirety of the vehicle transaction, including any placing of an order, for an eligible vehicle must occur on or after the official launch of the FY24 Program, and in the State of New Jersey at a participating Dealership or Showroom.”<sup>10</sup> Staff recommends that the Board deny the Petition.

## **DISCUSSION AND FINDINGS**

Consistent with the EV Act and to encourage adoption of EVs, the Board established Charge Up to encourage the purchase or lease of new light-duty plug-in EVs in the State, and assist New Jersey residents with making the switch to clean transportation. Since its inception, the rules and procedures surrounding Charge Up have been promulgated in Charge Up Terms and Conditions, which are updated each fiscal year and posted on the Board’s Clean Transportation website. Strict adherence to the Charge Up Terms and Conditions is essential to accomplishing the goals of Charge Up, as the rules and procedures contained therein ensure that incentives are provided to those who intended to utilize the Charge Up program incentives.

With respect to the Petition filed by Ms. Viswanath, the FY24 Terms and Conditions are the applicable installment of the Charge Up Terms and Conditions because the established record indicates that Ms. Viswanath purchased the Vehicle on October 16, 2023 – during the FY24 Charge Up period. Ms. Viswanath included a copy of the purchase order agreement in the Petition. Ms. Viswanath provided a signed copy of the FY24 Terms and Conditions, dated November 1, 2023, and referred to the FY24 Terms and Conditions in the instant Petition and in her initial appeal to Staff following automatic denial of their application by the Program Administrator.

Following careful review of the Petition, the attachments thereto, and the FY24 Terms and Conditions, the Board **HEREBY FINDS** that Ms. Viswanath failed to present arguments and documentation which warrant an incentive under Charge Up and a reversal of Staff’s March 25, 2024 denial of Ms. Viswanath’s appeal. Specifically, the Board **HEREBY FINDS** that Ms. Viswanath did not comply with the FY24 Terms and Conditions in carrying out the purchase of the Vehicle.

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<sup>5</sup> FY24 Terms and Conditions.

<sup>6</sup> Ibid.

<sup>7</sup> Ibid.

<sup>8</sup> Ibid.

<sup>9</sup> Ibid.

<sup>10</sup> Ibid.

Pursuant to the Section I.A. of the FY24 Terms and Conditions, the Charge Up incentive is a POS incentive that must be applied at the time of purchase, and applicants may not receive incentives issued post-purchase. Section I.A. of the FY24 Terms and Conditions further provides that applicants who wish to receive the FY24 Program incentive must obtain the Charge Up incentive directly from the dealership or showroom via a deduction of the full incentive amount on their purchase or lease contract. The same section provides that applicants are 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 contract. Pursuant to the Program Overview section of the FY24 Terms and Conditions, “[a]pplicants who wish to receive an incentive are responsible for reviewing, understanding, and accepting the Terms and Conditions at the time of order, purchase, or lease.” Additionally, Section I.D. requires applicants who wish to appeal the denial of a Charge Up application to submit a signed copy of the FY24 Terms and Conditions with any Charge Up application. Finally, Section I.D. of the FY24 Terms and Conditions provides that the Board will not consider an appeal based solely on an applicant disagreeing with the policies set forth in the FY24 Terms and Conditions.

The Board **HEREBY FINDS** that the information submitted with the Petition demonstrates that Ms. Viswanath failed to adhere to these sections of the FY24 Terms and Conditions.

An order confirmation agreement provided by Ms. Viswanath, dated October 7, 2023, did not contain the Charge Up incentive as a line-item deduction. While Ms. Viswanath asserted that the showroom allowed her to pick up the Vehicle on October 16, 2023, and did not require her to sign any paperwork until the following day, October 17, 2023, the Petition did not provide any documentation or evidence which supports this contention. Both the final purchase agreement and temporary registration for the Vehicle provided by Ms. Viswanath were dated October 16, 2023, as opposed to the subsequent day. There was no other information provided which would suggest that any document was executed by Ms. Viswanath on October 17, 2023. Further, even if Ms. Viswanath’s contention was supported by evidence, the FY24 Terms and Conditions still obligated Ms. Viswanath to verify that the deduction from the Charge Up incentive appeared as a line-item on the contract, irrespective of whether it was executed the day she picked up the Vehicle or the following day. While the Board recognizes that Tesla’s system didn’t automatically flag her eligibility for Charge Up, she took no initiative to ensure that the incentive appeared on either her order agreement dated October 7, 2023, or her purchase agreement dated October 16, 2023, in direct violation of the plain language of the FY24 Terms and Conditions. Neither the purchase order nor the purchase agreement mention the Charge Up NJ rebate.

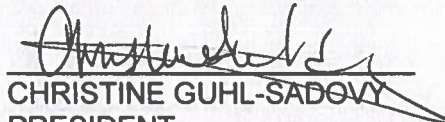
Additionally, Ms. Viswanath failed to submit a signed copy of the FY24 Terms and Conditions at the time her Charge Up application was supposed to be filed. The copy of the FY24 Terms and Conditions provided by Ms. Viswanath was dated November 1, 2023, more than two (2) weeks following the purchase of the Vehicle. It was not until after Ms. Viswanath contacted Staff on October 30, 2023, that she provided a signed copy of the FY24 Terms and Conditions.

Accordingly, the Board **HEREBY CONCLUDES** that Staff’s March 25, 2024 denial of Ms. Viswanath’s appeal was in accordance with the FY24 Terms and Conditions. As such, Ms. Viswanath’s Petition is **HEREBY DENIED** in its entirety.

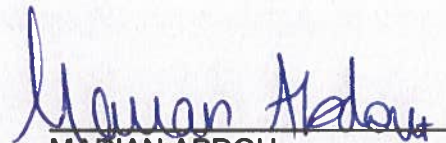
The effective date of this Order is September 11, 2024.

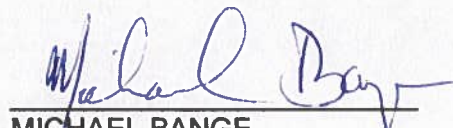
DATED: September 4, 2024

BOARD OF PUBLIC UTILITIES  
BY:

  
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DR. ZENON CHRISTODOULOU  
COMMISSIONER

  
MARIAN ABDOU  
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COMMISSIONER

ATTEST:

  
SHERRI L. GOLDEN  
SECRETARY

I HEREBY CERTIFY that the within  
document is a true copy of the original  
in the files of the Board of Public Utilities.

IN THE MATTER OF THE PETITION OF NEHA VISWANATH APPEAL OF THE BOARD OF PUBLIC  
UTILITIES' DECISION DENYING ELECTRIC CAR POINT-OF-SALE REBATE AND REQUEST FOR  
FORMAL HEARING

DOCKET NO. QO24040231

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