

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary State of Indiana

Lead Agency Authorized to Act on Behalf of the Beneficiary Indiana Department of Environmental Management
(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	Round 1 - DERA Option Awards
Beneficiary's Project ID:	Round 1 - Frick Services Diesel Loader Replacement
Funding Request No.	<i>(sequential)</i> 17
Request Type: (select one or more)	<input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____
Payment to be made to: (select one or more)	<input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): <u>Grantee: Frick Services as detailed in Attachment A</u>
Funding Request & Direction (Attachment A)	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action	<input type="checkbox"/> Appendix D-2 item (specify): _____
Action Type	<input checked="" type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): Attached
Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1): See Appendix D-4 Summary Details attachment.	
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): See Appendix D-4 Summary Details attachment.	
Estimate of Anticipated NOx Reductions (5.2.3): See Appendix D-4 Summary Details attachment.	
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1): See Appendix D-4 Summary Details attachment.	
Describe how the Beneficiary will make documentation publicly available (5.2.7.2). See Appendix D-4 Summary Details attachment.	
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8). See Appendix D-4 Summary Details attachment.	
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9). See Appendix D-4 Summary Details attachment.	

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).

See Appendix D-4 Summary Details attachment.

ATTACHMENTS
(CHECK BOX IF ATTACHED)

- Attachment A Funding Request and Direction.
- Attachment B Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
- Attachment C Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).
- Attachment D Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]
- Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]
- Attachment F Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.]

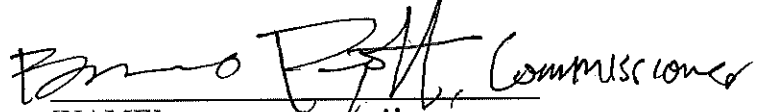
CERTIFICATIONS

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary State of Indiana, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 12/22/2020


[NAME] Bruno Bigott, Commissioner
[TITLE] Commissioner

Indiana Department of Environmental Management

[LEAD AGENCY]

for

State of Indiana

[BENEFICIARY]

Appendix D-4 Summary Details

Eligible Mitigation Action Type:

Category 10 – DERA Option

Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):

Indiana will generally fund all eligible mitigation action (EMA) types included in Appendix D-2 of the national consent decree. The Mission Statement and Overall Goals are described below:

In promoting the reduction of emissions of NO_x, the Indiana Volkswagen Environmental Mitigation Trust Fund Program will prioritize sustainable projects that are transformative, positively impacting the environment, enhancing the health and well-being of residents, and promoting Indiana's growing economy.

The Program will focus on technological change and advancement with resiliency and favoring use of domestic fuel, where possible.

The goals of the Indiana Volkswagen Mitigation Trust Program include:

- Improving air quality across Indiana through cost-effective NO_x emission reduction strategies
- Maximizing diesel emission reductions across Indiana, while considering various categories of sensitive populations as areas of specific focus
- Providing appropriate considerations to projects that have diesel emission reductions that go beyond just NO_x, including PM_{2.5}, hydrocarbons (HC), carbon monoxide (CO), and carbon dioxide (CO₂)
- Encouraging leveraging of project partner funds with VW Trust funds to further the reach of the Indiana program

Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):

This project is for the purchase, installation, operation and maintenance of one (1) 2019 model-year, or newer, U.S. EPA emission compliant clean-diesel-powered front end loader that will REPLACE one (1) of the Grantee's model year pre-2009 existing diesel-powered front end loaders that will be used for the same purpose. The replacement vehicle(s) will be located and operated in and around the Port of Indiana located in Burns Harbor, Indiana.

Clean diesel-powered front end loaders dramatically improve air quality and the quality of life conditions for drivers, technicians, and citizens in the areas of operation due to notably lower tailpipe emissions in addition to less noisy engine operations.

The lifetime estimated emission reductions of pollutants according to U.S. EPA's Diesel Emission Quantifier (DEQ) include 1.573 tons of nitrogen oxides (NO_x) and 0.175 tons of fine particulate matter (PM_{2.5}).

Estimate of Anticipated NOx Reductions (5.2.3):

Over the lifetime of these buses, U.S. EPA's DEQ model estimates this project will result in a NOx reduction of 1.573 tons.

Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):

Indiana Department of Environmental Management

Describe how the Beneficiary will make documentation publicly available (5.2.7.2):

In October of 2017, IDEM published a website with specific information on the national mitigation trust as well as the Indiana program. The website included an opportunity to sign up for automated updates to make sure interested parties were always kept apprised of any changes made to the program website. This web portal will be the location for all information related to the Indiana Volkswagen Mitigation Trust Program.

Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8):

Indiana will use Volkswagen Mitigation Trust funds to reimburse non-government owned fleet and equipment owners at the levels specified in Appendix D-2 of the national mitigation trust. IDEM will also use Volkswagen Mitigation Trust funds to reimburse government-owned fleets and equipment at the same level as non-government owned fleet and equipment owners, as opposed to the full cost reimbursement permitted by Appendix D-2.

Specifically, for this project, the Indiana Volkswagen Mitigation Trust Program will cover up to 25% of the total project cost while the Grantee covers the remaining 75%.

Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):

The Indiana Department of Environmental Management notified representatives as identified in Appendix D-2 of the national consent decree via email in March of 2018.

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10):

Not applicable to this specific project.

Attachment B Details

Project Schedule and Milestones:

Indiana announces Round 1 – Onroad and Nonroad funding opportunity via online Request for Proposals (RFP)	April 22, 2019
Deadline for Round 1 – Onroad and Nonroad program applications	December 20, 2019
Indiana notifies applicants of award decisions	February 17, 2020
Funding Agreement between Indiana and Grantee is fully executed	May 1, 2020
Grantee project implementation	May 1, 2020 to March 31, 2021
Indiana reviews programmatic, financial, and vehicle scrappage materials for compliance with Appendix D-2 of the national consent decree	Ongoing
Indiana submits Appendix D-4 to Trustee to initiate payment to Grantee in accordance with Payee Contact and Wire Information form along with other supporting documentation	December 10, 2020
Indiana coordinates with Trustee on any questions or issues that arise related to the submitted Appendix D-4	December 10, 2020 to D-4 approval
Trustee responds to Indiana Appendix D-4	Within 60 days of submittal
Trustee disburses payment to Grantee	Within 15 days of Appendix D-4 approval

Project Budget:

Project Description	Indiana VW Mitigation Trust Grant Not to Exceed Total	Grantee Cost Share Not Less than Total	Project Total
The purchase, installation, operation and maintenance of one (1) 2019 model-year, or newer, U.S. EPA emission compliant diesel-powered front end loader that will REPLACE one (1) of the Grantee's existing pre-Tier 4 emission standard diesel-powered front end loaders that will be used for the same purpose. The replacement vehicle will be located and primarily operated in Portage, Indiana.	\$26,133.90	\$356,193.15	\$382,327.05
Percentage	6.84%	93.16%	100%

State of Indiana Total Trust Allocation:

1) State of Indiana's Total Trust Allocation	\$40,935,880.59
2) Obligated Awards from Previous D-4 Submittals	\$3,869,320.50
3) State of Indiana's Net Remaining Allocation Prior to this D-4 Submittal	\$37,066,560.09
4) Current D-4 Funding Request Total	\$26,133.90
5) State of Indiana's Remaining Allocation After this D-4 Submittal	\$37,040,426.19

Projected Allocation Totals per Project Type:

	Total per Category	Annually Based on Expected Project Reimbursements
Total Trust	\$40,935,880.59	NA
To EV (15%) over 3 years (2021 to 2023)	\$6,140,382.09	\$2,046,794.03
To Admin (3%) over 4 years (2020 to 2023)	\$1,228,076.42	\$307,019.11
To EMAs (82%) over 3 years (2020 to 2022)	\$33,567,422.08	\$11,189,140.69

Projected Trust Allocations:

	2020	2021	2022	2023
1) Anticipated Annual Project Funding Request to be paid through the Trust	\$11,189,140.69	\$13,235,934.72	\$13,235,934.72	\$2,046,794.03
2) Anticipated Annual Cost Share (Administrative Costs)	\$307,019.11	\$307,019.11	\$307,019.11	\$307,019.11
3) Anticipated Total Project Funding by Year (Line 1 + Line 2)	\$11,496,159.80	\$13,542,953.83	\$13,542,953.83	\$2,353,813.14
4) Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$3,869,320.50			
5) Current Beneficiary Project Funding to be paid through the Trust (Line 1)	\$26,133.90			
6) Total Funding Allocated to for Beneficiary, inclusive of Current Action by Year (Line 4 + Line 5)	\$3,895,454.40			
7) Beneficiary Share of Estimated Funds Remaining in Trust at Beginning of Year	\$40,935,880.59			
8) Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (Line 7 – Line 6)	\$37,040,426.19			

Attachment C Details

Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11):

The Indiana Department of Environmental Management (IDEM) is committed to meet the reporting requirements as detailed in Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries. Specifically, this subparagraph states:

“For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. Beneficiaries may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust’s public-facing website upon receipt.”

IDEM will meet these obligations in coordination with our project partners. Project partners are obligated to provide IDEM the necessary information for reports to the Trustee through the Funding Agreements between IDEM and each project partner. This language states:

“4. Implementation and Reporting Requirements

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and the plans and specifications contained in its Funding Application. Modification of the Project shall require prior written approval from IDEM. If IDEM determines that the Grantee is not making adequate progress in implementation of the approved Project in accordance with **Attachment A**, IDEM may rescind the award.

B. The Grantee shall submit to IDEM written progress reports until the completion of the Project. These reports shall be submitted in accordance with the reporting schedule contained in **Attachment C** and shall contain such detail of progress or performance on the Project as is required under the terms of the Volkswagen Diesel Emissions Environmental Mitigation Trust. If additional documentation is required for IDEM to meet reporting obligations under the Volkswagen Diesel Emissions Environmental Mitigation Trust, IDEM may request such documentation as necessary at any time during the term of this Agreement.”

Attachment D Details

Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6):

Detailed in the following pages:

Frick Services
P O BOX 40 - 3154 W DEPOT ST
(260) 761-3311
WAWAKA IN 46794

Invoice	WA000070774
Date	12/7/2020
Page	1

Due Date 1/15/2021

Cust ID# MISCAS

Bill To:

INDIANA DEPARTMENT OF ENVIRONMENTAL
OFFICE OF AIR QUALITY-MAIL CODE 61-50
100 N SENATE AVE
INDIANAPOLIS IN 46204-2251

Ship To:

MISC CASH TRANSACTION
IN

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Ship Date	Master No.
	MISCAS		DELIVERY	JAN 15TH	0/0/0000	207,046
Ordered	Shipped	Description			Unit Price	Ext. Price
1.0000 Each	1.0000 Each	VW PROJECT FUNDING AGREEMENT #DOR1-004			\$26,133.90	\$26,133.90
		0/0/0000				

Subtotal	\$26,133.90
Tax	\$0.00
Total	\$26,133.90
Prepay	\$0.00
Payment	\$0.00
Terms Taken	\$0.00
On Acct	\$26,133.90

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE		
	Howell Tractor and Equip		7/14/20		
DOCUMENT NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	NET
In#E00173	Down Payment				38,232.71

COMMENT

FrickServices, inc.

P.O. Box 40 Wawaka, Indiana 46794

LAKE CITY BANK
WARSAW, INDIANA
VOID AFTER 90 DAYS

71-371/749

299070

DATE
7/14/20

AMOUNT
38,232.71

PAY Thirty Eight Thousand Two Hundred Two *****71/100Dollars

TO THE ORDER OF Howell Tractor and Equipment
PO Box 88662
Chicago, IL 60680-1662

Daniel R. Frick

MP

SECURITY FEATURES INCLUDED. DETAILS ON BACK.



- Peru, Illinois (815) 224-3003 -- (800) 342-6072
- Gary, Indiana (219) 977-4210 -- (800) 852-8816

www.howelltractor.com

Remit To:
 Howell Tractor and Equipment, LLC
 P.O. Box 88662
 Chicago, IL 60680-1662

Construction
 Earth Moving and Industrial
 Equipment

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FRICK SERVICES INC.
 800 SUN DR.
 PORTAGE, IN 46368

FRICK SERVICES INC.
 PO BOX 40
 WAWAKA, INDIANA 46794

Branch: GARY, INDIANA		
Date: 05/07/20	Time:	Page: 01
Acct #: FRICK001	Phone 2197879475	Inv #: E00173
Ship Via: Truck	P. O #:	
Sales Tax Lic #:	Fed Exempt #:	
Salesperson: MARK DEHNERT		

PROFORMA INVOICE

One (1) New Hitachi ZW310-6 Wheel Loader per quote 03/25/2020	\$ 338,170.00
With Options:	
Bellyguard, transmission	\$ 1,775.00
Bellyguard, front chassis	\$ 2,620.00
Semi-sealed alternator	\$ 2,125.00
Nyalic coating	\$ 7,500.00
Chemically dipped radiator cores	\$ 3,375.00
Varnish all contact points	\$ 1,750.00
	<u>\$ 357,315.00</u>
7% INDIANA TAX	\$ 25,012.05
TOTAL SELLING PRICE, FOB PORTAGE, IN	\$ 382,327.05
Less 10% Down Payment with Order	<u>\$- 38,232.71</u>
Total Balance Due	\$ 344,094.34

Have the U.S. Dollar funds transferred to:

Fifth Third Bank (Chicago)
 38 Fountain Bank
 Cincinnati, Ohio 45263
 Account # [REDACTED]
 ABA # [REDACTED]
 Swift code: [REDACTED]
 Attn: Mike Smith Phone # 312-442-5120

Special order goods are not returnable. All returns must be accompanied by this invoice. Returned goods subject to Restocking charge. Title to all items remains with Howell Tractor and Equipment, LLC until purchase price, interest And other charges are fully paid. All manufacturers names and descriptions are for reference only. It is not implied That any part is the product of the manufacturer.
 Terms: NET CASH PRIOR TO DELIVERY OR PICKUP OF UNIT

F.E.I.N. NO. 20-2373835

Original Copy

 Signature

 Date



REMIT TO:
 Howell Tractor and Equipment, LLC
 P.O. Box 88662
 Chicago, IL 60680-1662

- PERU, ILLINOIS (815) 224-3003 * (815) 224-6395
 - GARY, INDIANA (219) 977-4210 * (219) 977-6395

www.howelltractor.com

Ship to:
 FRICK SERVICES
 PORT OF INDIANA
 800 SUN DR
 PORTAGE, IN 46368-1396

Invoice to:
 FRICK SERVICES INC
 PO BOX 40
 WAWAKA IN 46794

Branch 01 - HTE GARY		
Date 10/15/2020	Time 7:45:26 (O)	Page 1
Account No. FRICK001	Phone No. 2197879475	Invoice No E00173
Ship Via	Purchase Order	
Payment Terms Due On Delivery		
MARK DENHERT		Salesperson MDE

EQUIPMENT INVOICE

Description	Amount
Stock #: 14963 Serial #: ZW3106-005268	357314.99
New 2020 HITACHI ZW310 HITACHI ZW310 WL ****INCLUDING THE FOLLOWING OPTIONS**** HITACHI ZW310 WL Cummins QSL9 Engine 26.5-25 3-piece rim w/lock Radial, 26.5 R25 L3 Tires Cab pre cleaner (RESPA) Anti Corrosive Wiring Harness Bellyguard, transmission Bellyguard, front chassis High lift arm Semi-sealed alternator Nyalic coating Dipped radiator, ac condenser & hyd. cooler Varnished all contact points.	

Sale # 01 Subtotal: 357314.99
 TOTAL: 357314.99

Stock #: L310-3 Serial #: 149481	.01
New 2020 HITACHI ZW310 HITACHI LOADER BKT ****INCLUDING THE FOLLOWING OPTIONS**** HITACHI LOADER BKT Rockland 6.1 Cu Yd Material Handling Bucket w/BOCE	

Sale # 02 Subtotal: .01
 TOTAL: .01

Miscellaneous Charges/Credits

ADVANCE PAYMENT	Qty: 1 Price: 38232.71-	38232.71-
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Miscellaneous Charges/Credits Total: 38232.71-

Thank You For Your Business

Questions about this invoice should be directed to (708) 225-9863

Special order goods are not returnable. All returns must be accompanied by this invoice. Returned goods subject to restocking charge and must be in original packaging. Title to all items remains with Howell Tractor & Equipment, LLC until purchase price, interest and other charges are fully paid. Past due invoices are subject to a service charge of 1.5% per month (18% APR). All manufacturers' names and descriptions are for reference only. It is not implied that any part is the product of the manufacturer. Terms, balance due per contract terms.

SIGNATURE

DATE

F.E.I.N NO 36-4428153



REMIT TO:
 Howell Tractor and Equipment, LLC
 P.O. Box 88662
 Chicago, IL 60680-1662

- PERU, ILLINOIS (815) 224-3003 * (815) 224-6395
 - GARY, INDIANA (219) 977-4210 * (219) 977-6395

www.howelltractor.com

Ship to:
 FRICK SERVICES
 PORT OF INDIANA
 800 SUN DR
 PORTAGE, IN 46368-1396

Invoice to:
 FRICK SERVICES INC
 PO BOX 40
 WAWAKA IN 46794

Branch 01 - HTE GARY		
Date 10/15/2020	Time 7:45:26 (O)	Page 2
Account No. FRICK001	Phone No. 2197879475	Invoice No E00173
Ship Via	Purchase Order	
Payment Terms NET 30 DAYS		
MARK DENHERT	Salesperson MDE	

EQUIPMENT INVOICE

Description

Amount

	Subtotal:	319082.29
	INDIANA:	25012.05
CHARGESALES	TOTAL DUE:	344094.34

Thank You For Your Business

Questions about this invoice should be directed to (708) 225-9863

Special order goods are not returnable. All returns must be accompanied by this invoice. Returned goods subject to restocking charge and must be in original packaging. Title to all items remains with Howell Tractor & Equipment, LLC until purchase price, interest and other charges are fully paid. Past due invoices are subject to a service charge of 1.5% per month (18% APR). All manufacturers' names and descriptions are for reference only. It is not implied that any part is the product of the manufacturer. Terms, balance due per contract terms.

SIGNATURE

DATE

F.E.I.N NO 36-4428153

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE	299910	
HOWTRA	HOWELL TRACTOR & EQUIP, LLC	00000000000275340	10/19/2020		
DOCUMENT NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	NET
299070	7/14/2020	(\$38,232.71)	\$0.00	\$0.00	\$0.00
E00173	10/15/2020	\$382,327.05	\$344,094.34	\$0.00	\$344,094.34
		\$344,094.34	\$344,094.34	\$0.00	\$344,094.34

COMMENT

Frick Services, inc.

LAKE CITY BANK
WARSAW, INDIANA 71-371/749

299910

VOID AFTER 90 DAYS

P.O. Box 40 Wawaka, Indiana 46794

DATE
10/19/2020

AMOUNT
\$344,094.34

PAY Three Hundred Forty Four Thousand Ninety Four Dollars and 34 Cents

TO THE ORDER OF
HOWELL TRACTOR & EQUIP, LLC
PO BOX 88662
CHICAGO IL 60680-1662

Daniel R. Frick



SECURITY FEATURES INCLUDED. DETAILS ON BACK.



Frick Services, Inc.
2019 DieselWise Indiana – DERA with Volkswagen DERA Option
Submitted December 20, 2019

Scoring Criteria Summary

- I. Cost effectiveness of project (\$ per ton of NOx reduced)**
- \$90,837 total project cost of NOx ton Reduced.
- II. Transformational potential**
- The new 2019 Case 1021G wheel loader will be utilizing Tier – 4 Final engine with start/stop engine technology to prevent equipment idling.
- III. Project's total NOx emission reduction potential (based on type of project and/or the use of vehicle):**
- Project will reduce 89.9% NOx emissions or over 3.9 tons of NOx for Air Quality improvements.
- IV. NAAQS sensitive areas as a percentage of current standards.**
- This project is located in Porter County, Indiana which is classified as "Serious" for the 2008 ozone NAAQS standard.
- V. Air quality benefits to areas with sensitive populations or that bear a disproportionate share of the air pollution burden.**
- This project has significant reductions in NOx, PM2.5, HC, and CO. This project will take place at the Port of Indiana's – Burns Harbor Terminal and will provide air quality benefits to an area that bears a disproportionate share of the air pollution burden due to the port's active operation of heavy duty diesel engines.
- VI. Leveraging of Resources (financial or resource match)**
- This project seeks to leverage over \$268,838 in private funds.
- VII. Entities registered with the Indiana Secretary of State that operate vehicles and equipment in conjunction with Indiana facilities (include Indiana Economic Impact documentation).**
- The equipment is domiciled and operates 100 percent of the time in Indiana. State documents are attached.



- A) Project Title: Frick Services, Inc. - Wheel Loader Replacement
- B) Solicitation: 2019 DIESELWISE INDIANA - DERA with Volkswagen DERA Option
- C) Categories: Nonroad Diesel Equipment Replacement
- D) Grantee Information: Mr. Clay Preston, Director of Safety & Compliance
Frick Services, Inc.
800 Sun Drive
Portage, IN 46368
Phone: (260) 761-3311
CPreston@FrickServices.com
- Vendor Contact: Mr. Mike Gentry, Account Manager
McCann Industries, Inc.
1133 Indianapolis Blvd.
Scherville, IN 47346
Phone: 574-292-3732
mgentry@mccannonline.com

E) General Fleet Information

Table 1. General Fleet Information	
Vehicles to Be Improved	(1) Wheel Loader
Current Vehicle	2011 Kawasaki 90 ZV-2
Equipment Serial Number	90C5 - 5312
Engine	Cummins QSM11 CM570
Engine Serial Number	35270025
Horsepower	271
Estimated Monthly Operating Hours	157
Estimated Monthly Idle Hours	2
Estimated Monthly Fuel Consumption	987
Estimated Years to Remain in Active Fleet	9 years+

F) Funding Requested: **\$89,612.00**

G) Total Project Cost: **\$358,450.00**

Frick Services Wheel Loader Replacement Project Cost Breakdown	
Description	Cost
2019 Case 1021G Wheel Loader	\$358,450.00
Total Cost of Project	\$358,450.00

Description	Cost of Specific Project	Grant Not To Exceed Total (25% Cost Share)	Grantee No Less than Totals (75% Cost Share)
(1) 2019 Case 1021G Wheel Loader	\$358,450.00	\$89,612.00	\$268,838.00
Total	\$358,450.00	\$89,612.00	\$268,838.00

H) Project Period

PROJECTED TIMELINE

Task	Task Description	Deliverable
Task A	Project Complete and Fully Implemented	9/29/20
Task B (1)	Assist with identifying additional stakeholders for this or future environmental projects in the surrounding area. Frick Services will work with SSCC and IDEM to promote clean diesel activities at the Port of Indiana-Burns Harbor and in nearby port communities.	Ongoing
Task B (2)	Assist with outreach for on-site industry and local community (speak at DieselWise meetings)	Ongoing
Task B (3)	Locate appropriate vendors for ordering of diesel replacement equipment	2/15/20
Task B (4)	Assist IDEM with the preparation of documentation for IDEM to submit to U.S. EPA, including a final report summarizing the results of the project.	Ongoing
Task C	The Grantee shall provide written progress reports.	As Requested
Task D	Final report on project successes and failures. Request for reimbursement from IDEM.	9/29/20

Frick Services, Inc.

I. Project Description

Frick Services, Inc. (Frick Services) is a bulk commodity marketing, logistics and storage provider located in Portage, IN at the Port of Indiana – Burns Harbor Terminal. Established in 1918 by Harry Frick, Frick Services began as a feed store and coal yard to serve the agribusiness needs of Indiana’s rural communities. For three generations, Frick Services has continuously expanded its product offerings to serve the industrial, agricultural and residential markets throughout the Midwest. With over 100 years of service to the community, Frick Services, still a family owned and operated business, continues to search for opportunities to better serve its customers.

Frick Services’ is strategically located at the Port of Indiana’s – Burns Harbor Terminal due to its proximity to several major metropolitan areas and multiple transportation connections. Located just 35 land miles and 18 nautical miles from Chicago, the Burns Harbor Terminal provides a competitive advantage in marketing bulk commodities to the region’s massive market. With access to Mississippi and Illinois inland river barges, five interstate highways, all seven major rail carrier lines, and ocean going and Great Lakes marine vessels, Frick Services provides multiple transportation options to meet the logistical needs of its customers. The terminal’s location combined with its access to

unparalleled multimodal connections bolsters Frick Services' ability to efficiently and cost-effectively transport bulk commodities throughout the Industrial Midwest.

Frick Services storage facilities at their Burns Harbor Terminal possess over 200,000 tons of dry storage and over 100,000 tons of liquid storage for customer's bulk commodity handling and storage needs. Frick Services handles and stores road salt, grain, minerals and a large variety of agricultural fertilizers for customers like AMCOR, Cargill, Mittal and Agrium U.S. Inc. Frick Services plays a key role in storing and marketing these bulk commodities for the sale and transport to end users located throughout the Midwest.

In an effort to better serve its customers, Frick Services has partnered with South Shore Clean Cities to identify strategies that will reduce the costs and emissions associated with the fleet's bulk material handling equipment. South Shore Clean Cities and Frick Services completed a Green Fleet Audit on Frick's material handling equipment to identify alternative fuel and emission reduction opportunities, while providing a lifecycle costs analysis to establish optimal equipment replacement schedules. South Shore Clean Cities' Green Fleet Audit identified Frick Services' 2011 Kawasaki Wheel Loader for replacement based on the loader's high usage, idling characteristics and diesel fuel consumption.

Frick Services' 2011 Kawasaki 90 ZV-2 rubber-tired wheel loader is operated 100 percent of the time at the Burns Harbor Terminal to assist in the transportation of dry bulk commodities. Frick Services' wheel loader is fitted with a high capacity bucket designed for the quick loading and unloading of bulk aggregate materials. This wheel loader is an essential piece in Frick Services material handling operation due to its immense maneuverability, high productivity rate and ability to handle a multitude of different bulk materials.

Frick Services' is requesting project funding to replace their 2011 Kawasaki 90 ZV-2 wheel loader with a new, 2019 Case 1021G wheel loader. The 2011 Kawasaki 90-ZV 2 wheel loader was identified for replacement by South Shore Clean Cities based on its high annual usage and fuel consumption rate. Based on Frick Services' equipment replacement schedule, the 2011 loader is planned to be replaced in 2024. As with many pieces of nonroad diesel equipment, this 2011 wheel loader will be fixed, welded, and maintained until it is too expensive to maintain or can no longer operate. By replacing this wheel loader 5 years ahead of its planned retirement schedule, Frick Services will reduce the consumption of over 14,805 gallons of diesel fuel from being burned and improve operational efficiency for many years to come.



2011 Kawasaki 90 ZV-2 Wheel Loader

Frick Services is located in Porter County, Indiana, which is designated by the U.S. Environmental Protection Agency as an ozone nonattainment area. In 2019, the Chicagoland nonattainment area, which includes Porter and Lake Counties in Indiana, was reclassified as “Serious” for the 2008 ozone National Ambient Air Quality Standard. The 2011 Kawasaki wheel loader operates 100 percent of its time at the Port of Indiana – Burns Harbor Terminal in Portage, IN. As a result of reduced exposure to PM2.5 in Porter County, this project will provide an estimated \$110,000 in annual health benefits to the county.

Replacing Frick Services’ 2011 wheel loader directly correlates with the U.S. Environmental Protection Agency’s 2018-2022 Priority Goal-1 to “Improve air quality by implementing pollution control measures to reduce the number nonattainment areas¹”. This project will improve air quality for many years through the early replacement of this aging diesel equipment with a new piece of equipment certified to the Environmental Protection Agency’s Tier 4 Final emission standards.

Frick Services’ 2011 Kawasaki 90-ZV-2 wheel loader operates 1,880 hours per year and consumes 11,844 gallons of diesel fuel annually. The replacement Case 1021G loader will be operated in the same capacity as the current loader, but will provide a 25 percent, or 2,961 gallons, reduction in diesel fuel consumption annually. Frick Services’ has an idle reduction policy in place to reduce fuel consumption and the unnecessary idling of its material handling equipment. However, the 2019 Case 1021G wheel loader will be outfitted with an automatic engine shutdown device to further curb equipment idling. This idle reduction system will automatically turn the equipment’s engine off after three minutes of idling.

The Case 1021G wheel loader is powered by a Tier 4 Final diesel engine certified to the Environmental Protection Agency’s latest non-road emission standards. Utilizing the U.S. Environmental Protection Agency’s Diesel Emission Quantifier tool, the new 2019 wheel loader will decrease nitrogen oxide (NOx) emissions by 1,578 pounds and particulate matter 2.5 (PM2.5) emissions by 270 pounds on an annual basis. These two air pollutants are identified in the National Ambient Air Quality Standards as leading pollutants that negatively affect air quality. This equipment replacement project will immediately reduce air pollution in Lake County, IN and improve the quality of life for those who live, work and play in Northwest Indiana.

The 2019 Case 1021G is fitted with the latest Fiat Powertrain Technologies Engine which utilizes a selective catalytic reduction (SCR) emission solutions to meet the EPA’s Tier 4 Final emission standards. The SCR engine technology provides unmatched fuel efficiency without expensive Diesel Particulate Filters (DPF) to replace or related downtime for engine regeneration. SCR emission technology is one of the most cost-

¹ (February, 2018). *Working Together: FY 2018-2022 U.S. EPA Strategic Plan*. Retrieved from <https://www.epa.gov/sites/production/files/2018-02/documents/fy-2018-2022-epa-strategic-plan.pdf>

effective and fuel-efficient technologies available to help reduce diesel engine emissions.

The Case 1021G comes standard with CASE ProCare which is a comprehensive maintenance and support program for operators of Case equipment. Case ProCare provides a 3-year / 3,000-hour full-machine factory warranty, a 3-year / 3,000-hour planned maintenance contract, and a 3-year advanced telematics monitoring subscription. With Case ProCare, Frick Services will receive the highest level of support in the industry leading to increased uptime, lower costs, lower risk, and improved life-cycle cost forecasting. The Case 1021G provides the best solution to complete current operations while lowering emissions and saving money on operational costs as compared to other available wheel loader equipment.

According to the Indiana State Department of Health's July 2016 "Asthma in Indiana Report²," 10 percent of Indiana adults and 8 percent of Indiana children have asthma. Thirty-five percent of Indiana adults with asthma reported missing at least one day of work per year due to asthma and 50 percent of Indiana children reported missing at least one day of school due to asthma. The report indicates 73 Hoosiers died as a result of their asthma between 2010 and 2014. Reducing emissions caused by the burning of fossil fuels such as diesel helps improve air quality, human health, educational success, fewer missed days of work (increasing economic development and job security) and higher mortality rates.

The success of this project is a team effort and an example of how port terminal operators can operate successfully and reduce harmful emissions. Frick Services' has a commitment to its community and customers to operate in the most environmentally responsible way possible. South Shore Clean Cities will work with DieselWise and project partners to meet or exceed the timeline outlined in section H. The project will begin with placing an order for the 2019 Case 1021G rubber-tired wheel loader. The new 2019 loader will be deployed once it arrives and the 2011 Kawasaki wheel loader will be scrapped or recycled, rendering the engine and equipment permanently disabled. Evidence of appropriate disposal will be provided by South Shore Clean Cities.

In addition to the purchase and deployment activities, Frick Services will also work with South Shore Clean Cities to track idling and fuel consumption to provide a point of comparison to evaluate the success of this project. Utilizing Case ProCare's equipment telematics system, South Shore Clean Cities and Frick Services will provide quarterly updates to ensure the emission and fuel consumption goals are met. In addition to tracking fuel usage, idling time and estimated reduction in exhaust emissions, fuel cost savings will also be assessed. The data collected will allow for evaluation of the public benefits of the project and help assess the business case that can be replicated by

² Kinsey, J. (2016, June). *Indiana Public Health District Asthma Profiles*. Retrieved from <https://www.in.gov/isdh/17279.htm>

other equipment operators at the Port of Indiana, via South Shore Clean Cities' Green Fleet Program.

SSCC will also work with IDEM/DieselWise and Frick Services to implement the following aspects of this project:

- Promoting diesel emission reduction projects and use policies.
- Education and awareness programs with its employees.
- Celebrating and announcing the success of these projects with a press conference with IDEM.
- Frick Services is a member of the Northern Indiana Green Fleet Program which promotes partnerships and training with:
 - IDEM DieselWise
 - IDEM Partners for Clean Air
 - IDEM Environmental Stewardship Program
 - IDEM Partners for Pollution Prevention
 - ASE Training
 - U.S. EPA Midwest Clean Diesel Initiative
 - National Fire Protection Association



Contractor/Partner Role(s):

SSCC is an Indiana 501(c)(3) nonprofit organization whose aim is to educate and assist both public and private fleet owners and individuals. The purpose of SSCC is to help meet the requirements of the national Energy Policy Act of 1992, which is aimed at promoting national energy security, and to help meet the requirements of the federal Clean Air Act as amended in 1990, which strives to promote clean air. SSCC is a SmartWay Affiliate Partner and will commit to promoting the use of alternative fuels as well as idle and fuel use reduction and air quality improvement efforts.

Key Personnel

Contact	Organization/Title	Phone	Email
Clay Preston	Frick Services/ Director of Safety & Compliance	260-761-3311	CPreston@frickservices.com
Carl Lisek	South Shore Clean Cities/Executive Director	219-644-3690	clisek@southshorecleancities.org

Frick Services Clean Diesel Wheel Loader Replacement Project Estimated Annual Emission Reductions

Data was used utilizing the most current U.S. EPA Diesel Emission Quantifier (DEQ)
(Diesel gallon reduction was calculated at 25% due to engine efficiency comparisons)

<i>Annual Results</i> (short tons)	NO _x	PM _{2.5}	HC	CO	CO ₂	Fuel
Baseline for Upgraded Vehicles	0.878	0.138	0.068	0.515	133.2	11,844
Amount Reduced After Upgrades	0.789	0.135	0.026	0.490	33.3	2,961
Percent Reduced After Upgrades	89.9%	97.6%	37.7%	95.2%	25.0%	25.0%
<i>Lifetime Results</i> (short tons)	NO _x	PM _{2.5}	HC	CO	CO ₂	Fuel
Baseline for Upgraded Vehicles	4.389	0.692	0.340	2.575	666.2	59,220
Amount Reduced After Upgrades	3.946	0.675	0.128	2.451	166.6	14,805
Percent Reduced After Upgrades	89.9%	97.6%	37.7%	95.2%	25.0%	25.0%
<i>Lifetime Cost Effectiveness</i> (\$/short ton reduced)						
Capital Cost Effectiveness (unit & labor costs only)	\$90,837	\$531,020	\$2,797,439	\$146,236	\$10,447	
Total Cost Effectiveness (includes all project costs)	\$90,837	\$531,020	\$2,797,439	\$146,236	\$10,447	

Appendices

- A. Frick Services' Cost Share Commitment Letter
- B. Port of Indiana – Burns Harbor Letter of Support
- C. State Form 51779
- D. State Form 47551 & Frick Services W-9
- E. Equipment Quote
- F. FPT Industrial's F2CFE614H Engine CARB Certificate
- G. Frick Services' DieselWise IN Fleet Spreadsheet is attached

December 20th, 2019

Shawn M. Seals
Senior Environmental Manager
Indiana Department of Environmental Management
Office of Air Quality
Mail Code 61-50 IGCN 1003
Indianapolis, IN 46204-2251

RE: Cost-Share Commitment Letter for 2019 DieselWise Indiana – DERA with Volkswagen DERA Option

Dear Mr. Seals,

On behalf of Frick Services, Inc., I am pleased to offer this cost-share commitment letter for 2019 DieselWise Indiana – DERA with Volkswagen DERA Option. Frick Services, Inc., is prepared to make available the required cost share amount under the 2019 DieselWise Indiana – DERA with Volkswagen DERA Option. This funding is critical to reducing diesel emissions in our fleet, which operates at the Port of Indiana – Burns Harbor in Portage, Indiana.

This cost-effective project will provide immediate air quality benefits by reducing emissions of diesel particulate matter (PM) and nitrogen oxide (NOx), an ozone precursor. Frick Services, Inc., assures by submission of this cost share commitment that it will provide the required funding needed for project-related expenses. Frick Services, Inc., is prepared to immediately implement this project as funding becomes available and will complete the Tier - 4 Clean Diesel Loader replacement project within the required timeline.

Frick Services, Inc., is committed to providing both financial and administrative support for the project and meeting the cost share requirements of the project, as indicated in the Request for Proposal guidelines. We appreciate the opportunity to support this beneficial project and to contribute to Indiana Department of Environmental Management's air quality improvements. If you have any questions regarding our participation in this application, please contact Clay Preston at (260) 761-3311.

Sincerely,



Clay Preston



PORTS OF INDIANA

PORT OF INDIANA
BURNS HARBOR/PORTAGE
6625 S. BOUNDARY DRIVE
PORTAGE, IN 46368-1280
TELEPHONE (219) 787-8636
FAX (219) 787-8842
WWW.PORTSOFINDIANA.COM

December 20, 2019

Mr. Shawn Seals
Indiana Department of Environmental Management
Office of Air Quality
100 North Senate Avenue
Mail Code 61-50 IGCN 1003
Indianapolis, Indiana 46204-2251

RE: Letter of Support for the Frick Services, Inc., LLC
2019 DIESELWISE INDIANA – DERA with Volkswagen DERA Option

Dear Mr. Seals,

We are pleased to submit this letter of support for Frick Services, Inc., grant application for the 2019 DIESELWISE INDIANA – DERA with Volkswagen DERA Option. Our organization shares many of the same goals of the Indiana Clean Diesel Coalition, South Shore Clean Cities as well as the Northwestern Indiana Regional Planning Commission (NIRPC) aimed at reducing harmful emissions from transportation sources. The fuels, vehicles and technologies included in this application were carefully selected to provide the greatest emission reduction benefits within the priority areas of Porter County Indiana as well as the Port of Indiana.

Furthermore, the Port of Indiana Burns Harbor is committed to assisting South Shore Clean Cities and the Indiana Clean Diesel Coalition in sharing the outcomes of this project in an effort to inspire others to take similar action to reduce diesel emissions in the very near future at Burns Harbor.

The Port of Indiana is pleased to partner with the leadership of Frick Services, Inc., and South Shore Clean Cities to support the reduction of diesel emissions and further their mission of reducing our nation's dependence on imported petroleum by promoting sustainable transportation options, thereby improving air quality, respiratory health, the local economy, local jobs and overall quality of life for all of those who live, work and play within Portage, Indiana and the Porter County Indiana areas.

We appreciate the opportunity to support this important project. If you have any questions about our participation in this application, please contact Ian Hirt at 219-734-7076.

Sincerely,

Ian R. Hirt
Port Director



INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R5 / 3-06)

DEPARTMENT OF ADMINISTRATION

Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	Legal Name of firm:	FRICK SERVICES, INC.
2	Address/City/State/Zip Code:	800 SUN DRIVE PORTAGE, IN 46368
3	Telephone #/Fax #/Website:	(260) 761 - 3311
4	Federal Tax Identification Number:	35-0904419
5	State/Country of domicile/incorporation:	INDIANA
6	Location of firm's headquarters or principal place of business:	3154 W. DEPOT ST WAWAKA, IN 46794
7	Name of parent company or holding company (if applicable):	NA
8	State/Country of domicile/incorporation of company listed in #7:	NA
9	Address of company listed in #7:	NA
10	IN Department of Workforce Development (DWD) account number:	513735
11	IN Department of Revenue (DOR) account number:	0001819984 - 001
12	Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:	92
13	Total number of employees per most recently completed IRS Form W-2 distribution:	92
14	Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:	\$ 3,852,335.83
15	Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:	\$ 3,852,335.83
16	Total amount of this proposal, bid, or current contract:	

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	Prime Contractor Company Name:	
18	Number of Full Time Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:	

19	Subcontractor Company Name:			
20	Address/Contact Person/Telephone Number/Tax ID Number:			
21	Number of Full Time Equivalent (FTE) employees that are Indiana residents specifically for this proposal or contract:			

22	Affirmation by authorized official: I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief.	
	Signature:	
	Name of authorized official:	
	Title:	
	Date:	

INSTRUCTIONS:

1. *Complete Section 1 and 3, and sign and date the bottom of the form.*
2. *Have your financial institution complete Section 2 and return it to you OR attach a pre-printed, matching, non-altered voided check.*
3. *File the completed form with the agency that you do business with.*
4. *Retain a copy of the completed form for your records.*

By Signing This Form:

You are responsible for insuring that this form was approved and instructions above are followed. By signing this form, you represent that it is understood by all parties that, if approved:

1. The State of Indiana must initiate credits (deposits) in various amounts, by electronic transfer of funds through automated clearing house (ACH) processes, to the listed checking (demand) or savings account designated in the financial institution named in Section 2.
2. If necessary, you will accept reversals from the State for any credit entries made in error to the bank account per National Automated Clearing House Association (NACHA) regulations.
3. You may only revoke this request and authorization by notifying the Auditor of State in writing, at the following address at least fifteen (15) days before the effective date of revocation:
Indiana State Auditor, 200 W Washington St. Ste 240, Indianapolis, IN 46204.
4. Any change to the account or to a new financial institution will require a new State of Indiana Automatic Direct Deposit Authorization Agreement. Failure to timely notify the Auditor of State of an account change will delay payment.
5. The State of Indiana and its entities are not liable for late payment penalties or interest if you fail to provide information necessary for an electronic funds transfer and/or you do not properly follow the Instructions above.
6. Complete Section 3: Electronic Notification of Electronic Fund Transfer (EFT) Deposits, only if you choose to receive electronic EFT notifications by email. If this section is not complete, your notification will be sent by US Mail to the remit address designated on the reverse side of this form.
7. The email address(es) provided in Section 3 for electronic EFT notification will allow for appropriate application of all payments.
8. You acknowledge that it will cause disruption to the notification process if the email addresses provided for electronic funds transfer notification are frequently changed or changed without promptly providing an updated email address to the Auditor.
9. You acknowledge that an email notification returned as undeliverable may be removed from the Auditor's email notification system and all future notices of EFT deposits to you will be provided by the Auditor via US Mail to the remit address designated on the reverse side of this form until you have provided a valid email address to the Auditor.
10. You are responsible for contacting the Auditor of State's office if you are not receiving electronic notices of EFT deposits.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. FRICK SERVICES INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3154 DEPOT ST PO BOX 40	Requester's name and address (optional)
6 City, state, and ZIP code WAWAKA, IN 46794	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
3 5 - 0 9 0 4 4 1 9	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Stan Moser</i>	Date ▶ <i>4/19/19</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

FRICK SERVICES, INC. WAWAKA, INDIANA

267451

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE		
DOCUMENT NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	NET

COMMENT

FrickServices, inc.

P.O. Box 40 Wawaka, Indiana 46794

LAKE CITY BANK
WARSAW, INDIANA
VOID AFTER 90 DAYS

71-371/749

267451

DATE

AMOUNT

PAY

TO THE
ORDER
OF

VOID



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

FRICK SERVICES, INC. WAWAKA, INDIANA

267451

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE		
DOCUMENT NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	NET

COMMENT

EQUIPMENT SALES ORDER

CUSTOMER/PURCHASER NAME			CUSTOMER NUMBER		ORDER DATE
D/B/A			ACCOUNT MANAGER		CUSTOMER PO #
STREET ADDRESS			WRITTEN BY		CUSTOMER JOB #
CITY	STATE	ZIP	COUNTY		
CELL PHONE	BUSINESS PHONE	BUSINESS FAX	E-MAIL		

NO DELIVERY OF GOODS TO BE MADE UNTIL FULL SETTLEMENT IS RECEIVED

DELIVERY TO BE MADE ON OR BEFORE			OR AS SOON AS POSSIBLE			
DELIVERY ADDRESS (IF DIFFERENT FROM ABOVE)				CITY, STATE		ZIP
QUANTITY		YEAR	HOURS	MAKE, MODEL, DESCRIPTION	SERIAL NUMBER	CASH PRICE EACH ITEM
NEW	USED					
						\$
						\$
						\$
						\$
						\$
						\$
SELLING PRICE						\$

TRADE-IN EQUIPMENT

TRADE-IN SHIP TO: Bolingbrook McHenry Schererville

TRANSPORTATION TO BE PAID BY: CUSTOMER MCCANN

YEAR	HOURS	DESCRIPTION			TRADE ALLOWANCE	AMT OWING	NET TRADE ALLOWANCE	OWED TO WHOM	NOTE #
		MAKE	MODEL	SERIAL#					
TOTAL TRADE ALLOWANCE									

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrances, and security interests except as shown above.

OTHER FEES

1. Doc Fees	\$ _____
2. License & Title	\$ _____
3. Extended Service Contract	\$ _____
4. Physical Damage Insurance	\$ _____
5. Total Other Fees (1+2+3+4)	\$ _____

1. SELLING PRICE	\$ _____
2. TRADE ALLOWANCE (per above)	\$ _____
3. NET PRICE (1-2)	\$ _____
4. LOCAL SALES TAX _____ City _____ Rate	\$ _____
5. AMOUNT OWING	\$ _____
6. FREIGHT	\$ _____
7. OTHER FEES (per left column)	\$ _____
8. TOTAL PRICE (3+4+5+6+7)	\$ _____
9. CASH WITH ORDER	\$ _____
10. RENTAL CREDIT (per left column)	\$ _____
11. BALANCE ON DELIVERY (8-9-10)	\$ _____

RENTAL CREDIT CALCULATION

1. # Months	_____
2. Monthly Rental Rate	\$ _____
3. Total Rental (1x2)	\$ _____
4. % Credit Granted	_____
If purchased within:	
0-30 days.....	100% applied
31-60 days.....	90% applied
61 & after.....	85% applied
5. Rental Credit (3x4)	\$ _____

TERMS: CASH ON DELIVERY
 RETAIL INSTALLMENT CONTRACT (Terms Subject to Credit Approval)
 If retail contract, indicate desired length of contract _____ years
 If retail contract, indicate desired interest rate _____ %

ALL TERMS SUBJECT TO CREDIT APPROVAL

PLEASE SEE REVERSE SIDE FOR TERMS AND SIGNATURE

PAGE 1 OF 2

BASE WARRANTY ON EQUIPMENT

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

NEW CASE PRODUCT WARRANTY or qualified Case warranty

WARRANTIES PROVIDED BY THE SELLER ON NEW CASE PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

NEW - Other manufacturer's warranty

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATIONS OF WARRANTIES unless otherwise stated in writing below.

EXTENDED SERVICE CONTRACT

_____ Accept _____ Decline \$ _____ Deductible

Full Machine Power Train Power Train + Hydraulics Power Train + Electronics _____ Hours _____ Months

purchased, the term of the extended service contract begins concurrently with the base warranty start date and ends with extended service contract expiration date or maximum hours (whichever comes first).

PREVENTATIVE MAINTENANCE PACKAGE

_____ Accept _____ Decline

Purchase Price \$ _____ Term: _____ Years _____ Hours Financed with Machine: Yes No

PREVENTATIVE MAINTENANCE PACKAGE SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

PHYSICAL DAMAGE INSURANCE

_____ Accept _____ Decline \$ _____ Deductible

Premium Calculation:

Selling Price of Equipment (excluding sales tax)	X	Monthly Rate	X	Number of Months	=	Total Premium
\$		X		X		= \$

SALES AGREEMENT

The Customer requests that McCann Industries, Inc. ("hereinafter referred to as "McCann"), sell, rent, loan, demo, service, and repair goods and equipment on account in consideration of which the Customer and McCann agree as follows:

Payment for equipment is due at time of order and in no event shall equipment be delivered prior to full settlement. The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice date. Should payment not be received by McCann according to the credit terms stated, the entire balance is considered in default and due for immediate payment. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be a minimum of 1-1/2% per month of the Customer's outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the Customer's outstanding balance. Customer agrees to pay McCann a reasonable processing fee to cover any check returned by Customer's bank as unpaid. If the Customer fails to pay pursuant to the terms of this agreement and McCann elects to take action to collect this Account, the Customer shall pay all costs incurred by McCann including, but not limited to: Attorney's fees, collection agency fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond costs. THE CUSTOMER ASSIGNS AS SECURITY FOR ANY INDEBTEDNESS INCURRED OR TO BE INCURRED TO MCCANN UNDER THIS ACCOUNT ALL OF THE CUSTOMER'S PRESENTLY OWNED AND EXISTING AND HEREAFTER ACQUIRED AND ARISING: ACCOUNTS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, CHATTEL PAPER, EQUIPMENT, INVENTORY, AND ALL PROCEEDS OF THE FOREGOING COLLATERAL. CUSTOMER APPOINTS ANY REPRESENTATIVE OF MCCANN AS CUSTOMER'S ATTORNEY-IN-FACT TO SIGN AND FILE A UCC-1 FINANCING STATEMENT TO PERFECT THE SECURITY INTEREST. THIS TRANSACTION SHALL BE GOVERNED BY THE LAW OF THE STATE OF ILLINOIS, AND JURISDICTION AND VENUE FOR THE HEARING FOR ANY MATTER IN DISPUTE SHALL BE WITH THE DUPAGE COUNTY CIRCUIT COURT OF ILLINOIS. Customer waives any right to a jury trial and any right to file a Counter-Claim in any action to enforce this agreement. At McCann's sole discretion, any deposition will take place in DuPage County.

Time is of the essence of this contract and if Customer fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness or contract held by the McCann or Assignee, or if proceedings are instituted against Customer under any bankruptcy or insolvency law or Customer makes an assignment for the benefit of creditors or if for any reason the McCann deems himself insecure and so declares all payments heretofore made by Customer shall be retained by the McCann and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and McCann may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or McCann may require Customer to assemble the property and make it available at a place designated by McCann. McCann may resell the retaken property at public or private Sales in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Customer agrees to pay any deficiency upon demand by McCann, and surplus, however, shall be paid to Customer. Said retaking or repossession shall not be deemed rescission of the contract. McCann may exercise any other rights and remedies provided by applicable law. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased, loaned, used for demo or rented from McCann and expressly disclaims any reliance upon any statements or representations made or to be made by McCann regarding the sale, rental, demo or repair of any material or equipment. The Customer also acknowledges that it is their responsibility to comply with the manufacturer's instructions in regard to storage, preparation, mixing, and application of materials and expressly disclaims any reliance upon any statements or representations made or to be made by McCann regarding the materials. MCCANN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED AS TO THE EQUIPMENT'S MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE. The Customer also waives any liability upon McCann for any direct, special, or consequential damages that Customer may suffer. The exact manner in which this equipment will be used and the qualifications of the user and the equipment or lack of equipment of the user are beyond the control of the McCann, therefore McCann expressly disclaims any responsibility for Customer's compliance or failure to comply with OSHA and/or other governmental safety or health regulations or standards.

The Customer authorizes any of its employees it sends to McCann to deliver or pick up equipment or materials, for purchase, loan, demo, rental, or repair, to sign demo, rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. If McCann's employees assist in loading or unloading, the Customer agrees to assume the risk of, and hold McCann harmless from, any property damaged or personal injuries attributable to the negligence of McCann, including McCann's employees. In the event the Customer directs McCann to deliver any material or equipment, and the Customer does not have a representative present at the time of delivery, the Customer authorizes McCann to leave the material and equipment at the designated place of delivery. Upon said delivery, the Customer will be responsible for said material and equipment. McCann's use of a purchase order number is for Customer's convenience and identification only. This agreement supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the Customer has had possession, or the right to possession of the items charged. Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the agreement are the quantities delivered and (b) there are no visible defects in the material. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives McCann written notice by certified mail-return receipt requested within three (3) days of delivery, the Customer waives any claim he may have against McCann for any determinable deficiency or defect in said delivery, product, or repair, and any objection he may have to the amount of the invoice.

The Customer shall indemnify and hold McCann harmless against any and all claims, demands, liabilities, losses, damages, and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss damage, destruction, return, surrender, sale or disposition of the material and/or equipment purchased, loaned, used for demo or rented from McCann. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment. McCann shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of McCann, including but not restricted to acts of God, floods, fire, storm, acts of civil and military authorities, war and insurrections.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse Customer from strict performance. Customer authorizes McCann to insert the serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said equipment.

Customer represents that he has read and has been afforded the opportunity to read the terms of this agreement and agrees to be bound by them.

IT IS UNDERSTOOD THAT THIS IS THE ENTIRE AGREEMENT BETWEEN PARTIES AND IS SUBJECT TO ACCEPTANCE AT ADDISON, ILLINOIS.

PURCHASER:

ACCOUNT MANAGER: _____ (COMPANY) _____

BY: _____ **DATE:** _____ **BY:** _____ **DATE:** _____

Authorized Signature

Authorized Signature

ACCEPTED: MCCANN INDUSTRIES, INC. _____ **NAME:** _____ **TITLE:** _____

Print Name

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised. You are entitled to an exact and completely filled-in copy of this Contract when you sign it. Keep it to protect your legal rights.

REV. 7/2007

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Illinois

Addison
543 S. Rohlwing Rd.
Addison, IL 60101
Phone: (630) 627-0000
Fax: (630) 627-8711

Bolingbrook
250 E. North Frontage Rd.
Bolingbrook, IL 60440
Phone: (630) 739-7770
Fax: (630) 739-7699

Chicago
2350 S. Laffin St.
Chicago, IL 60608
Phone: (312) 942-9200
Fax: (312) 421-3502

Crestwood
4701 West 137th St.
Crestwood, IL 60445
Phone: (708) 597-3110
Fax: (708) 597-9945

McHenry
4102 W. Crystal Lake Rd.
McHenry, IL 60050
Phone: (815) 385-0420
Fax: (815) 385-2975

Wauconda
1360 N. Rand Rd.
Wauconda, IL 60084
Phone: (847) 526-9444
Fax: (847) 526-9448

Indiana

Schererville
1133 Indianapolis Blvd.
Schererville, IN 46375
Phone: (219) 865-6545
Fax: (219) 865-0269

Pursuant to the authority vested in the Air Resources Board by Sections 43013, 43018, 43101, 43102, 43104 and 43105 of the Health and Safety Code; and

Pursuant to the authority vested in the undersigned by Sections 39515 and 39516 of the Health and Safety Code and Executive Order G-14-012;

IT IS ORDERED AND RESOLVED: That the following compression-ignition engines and emission control systems produced by the manufacturer are certified as described below for use in off-road equipment. Production engines shall be in all material respects the same as those for which certification is granted.

MODEL YEAR	ENGINE FAMILY	DISPLACEMENT (liters)	FUEL TYPE	USEFUL LIFE (hours)
2018	JFPXL08.7T4V	8.7	Diesel	8000
SPECIAL FEATURES & EMISSION CONTROL SYSTEMS		TYPICAL EQUIPMENT APPLICATION		
Electronic Direct Injection, Turbocharger, Charge Air Cooler, Engine Control Module, Diesel Oxidation Catalyst, Selective Catalytic Reduction - Urea, Ammonia Oxidation Catalyst		Loader, Tractor, Generator Set, and Other Industrial Equipment		

The engine models and codes are attached.

The following are the exhaust certification standards (STD), or family emission limit(s) (FEL) as applicable, and certification levels (CERT) for non-methane hydrocarbon (NMHC), oxides of nitrogen (NOx), or non-methane hydrocarbon plus oxides of nitrogen (NMHC+NOx), carbon monoxide (CO), and particulate matter (PM) in grams per kilowatt-hour (g/kw-hr), and the opacity-of-smoke certification standards and certification levels in percent (%) during acceleration (Accel), lugging (Lug), and the peak value from either mode (Peak) for this engine family (Title 13, California Code of Regulations, (13 CCR) Section 2423):

RATED POWER CLASS	EMISSION STANDARD CATEGORY		EXHAUST (g/kw-hr)					OPACITY (%)		
			NMHC	NOx	NMHC+NOx	CO	PM	ACCEL	LUG	PEAK
130 ≤ kW ≤ 560	Tier 4 Final	STD	0.19	0.40	N/A	3.5	0.02	N/A	N/A	N/A
		FEL	N/A	0.25	N/A	N/A	N/A	N/A	N/A	N/A
		CERT	0.005	0.20	--	0.04	0.01	--	--	--

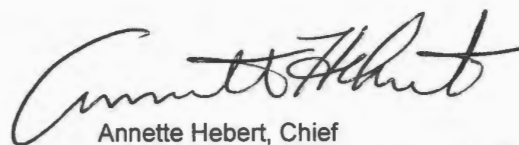
BE IT FURTHER RESOLVED: That the family emission limit(s) (FEL) is an emission level declared by the manufacturer for use in any averaging, banking and trading program and in lieu of an emission standard for certification. It serves as the applicable emission standard for determining compliance of any engine within this engine family under 13 CCR Sections 2423 and 2427.

BE IT FURTHER RESOLVED: That for the listed engine models, the manufacturer has submitted the information and materials to demonstrate certification compliance with 13 CCR Section 2424 (emission control labels), and 13 CCR Sections 2425 and 2426 (emission control system warranty).

Engines certified under this Executive Order must conform to all applicable California emission regulations.

This Executive Order is only granted to the engine family and model-year listed above. Engines in this family that are produced for any other model-year are not covered by this Executive Order.

Executed at El Monte, California on this 8 day of September 2017.



Annette Hebert, Chief
 Emissions Compliance, Automotive Regulations and Science Division

Engine Model Summary Template

U-12-015-0363

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8/28/2017

Engine Family	1.Engine Code	2.Engine Model	3.BHP@RPM (SAE Gross)	4.Fuel Rate: mm/stroke @ peak HP (for diesel only)	5.Fuel Rate: (lbs/hr) @ peak HP (for diesels only)	6.Torque @ RPM (SEA Gross)	7.Fuel Rate: mm/stroke@peak torque	8.Fuel Rate: (lbs/hr)@peak torque	9.Emission Control Device Per SAE J1930
JFPXL08.7T4V	F2CFE614A*B	F2CFE614A*B	409 @ 2000	200	N/A	1370 @ 1400	248	N/A	DDI ECM TC CAC DOC SCR-U/AMOX
JFPXL08.7T4V	F2CFE614B*B	F2CFE614B*B	410 @ 2100	203	N/A	1321 @ 1400	240	N/A	DDI ECM TC CAC DOC SCR-U/AMOX
JFPXL08.7T4V	F2CFE614C*B	F2CFE614C*B	370 @ 2000	182	N/A	1333 @ 1400	243	N/A	DDI ECM TC CAC DOC SCR-U/AMOX
JFPXL08.7T4V	F2CFE614D*B	F2CFE614D*B	342 @ 2000	165	N/A	1265 @ 1400	231	N/A	DDI ECM TC CAC DOC SCR-U/AMOX
JFPXL08.7T4V	F2CFE614E*B	F2CFE614E*B	340 @ 2100	153	N/A	1186 @ 1400	216	N/A	DDI ECM TC CAC DOC SCR-U/AMOX
JFPXL08.7T4V	F2CFE614F*B	F2CFE614F*B	315 @ 2100	143	N/A	1188 @ 1400	219	N/A	DDI ECM TC CAC DOC SCR-U/AMOX
JFPXL08.7T4V	F2CFE614G*B	F2CFE614G*B	311 @ 2000	147	N/A	1154 @ 1400	211	N/A	DDI ECM TC CAC DOC SCR-U/AMOX
JFPXL08.7T4V	F2CFE614H*B	F2CFE614H*B	289 @ 2100	131	N/A	1096 @ 1400	201	N/A	DDI ECM TC CAC DOC SCR-U/AMOX