

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary _____

Lead Agency Authorized to Act on Behalf of the Beneficiary _____
(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:	
Beneficiary's Project ID:	
Funding Request No.	<i>(sequential)</i>
Request Type: (select one or more)	<input 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 type="checkbox"/> Other (specify): _____
Funding Request & Direction (Attachment A)	<input 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 type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____			
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):			
Estimate of Anticipated NOx Reductions (5.2.3):			
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):			
Describe how the Beneficiary will make documentation publicly available (5.2.7.2).			
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).			
Total project budget:	Project costs paid by the Trust:	Administrative Costs:	Cost share requirement:
\$ 10,945,000.00	\$ 4,950,000.00	\$ 495,000.00	\$ 5,500,000.00
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).			
NDEP sent emails to the representatives from the U.S. Department of the Interior and the U.S. Department of Agriculture listed in subparagraph 4.2.8 of the State Trust Agreement on February 23, 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).

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 _____, 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: 1/12/23

Danilo Dragoni, PhD

[NAME]



[SIGNATURE]

Chief, Bureau of Air Quality Planning

[TITLE]

Nevada Division of Environmental Protection

[LEAD AGENCY]

for

Nevada

[BENEFICIARY]

**DETAILED DESCRIPTION OF MITIGATION ACTION ITEM INCLUDING
COMMUNITY AND AIR QUALITY BENEFITS (5.2.2)**

The Nevada Division of Environmental Protection (NDEP) is submitting this Eligible Mitigation Action Category 2 – Class 4-8 School Bus, Shuttle Bus, or Transit Bus (Eligible Buses) shuttle bus replacement project to support the early retirement and replacement of eleven diesel-powered shuttle buses, owned and operated by Clark County Department of Aviation, with eleven brand-new electric-powered shuttle buses, located in Las Vegas, Nevada. Upon completion of this project, the permanent scrapping of eleven Government-owned shuttle buses will provide a direct benefit to air quality.

The details regarding the individual units being replaced through this project, as well as the replacement units, are included on pages 5-9 of this submission. The NDEP will work with the Department of Aviation on the scrapping of the program-eligible shuttle buses and will coordinate with their staff for routine updates and possible site visits to ensure a timely and efficient completion of this project. The NDEP will not seek to have the Department of Aviation reimbursed for this project until they have provided sufficient scrapping evidence to the NDEP.

The total expected lifetime emissions reductions are provided in the table below. They were calculated using the Microsoft Excel based version of the Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) Tool.¹

Pollutant	Emissions Reductions (tons)
NO _x	103.83
PM _{2.5}	3.427
PM ₁₀	5.496
CO	49.98
VOC	8.629
SO _x	0.289
GHG	50,927.61

January 12, 2023, Revision

NDEP is requesting a no-cost time extension to cover extended delivery dates for the replacement vehicles that will range from late 2023 into mid-2024. The vendor is experiencing supply chain issues brought on by COVID-19. Project completion is expected to be in May 2025 (see new timeline on page 18).

¹ The AFLEET Tool is available online at <https://greet.es.anl.gov/afleet>.

Existing Vehicle/Engine Information		
Fleet Information	Unit 1	Unit 2
What is the vehicle's intended use?	Shuttle Bus	Shuttle Bus
Vehicle License Plate Number	EX68024	EX68025
Vehicle GVWR	36,000	36,000
Vehicle Make	GILLIG	GILLIG
Vehicle Model	LOWFLOOR	LOWFLOOR
Vehicle Model Year	2006	2006
Vehicle Identification Number	15GGD211551076006	15GGD211561076007
Engine Make	CUMMINS	CUMMINS
Engine Model	ISM 270	ISM 270
Engine Model Year	2006	2006
Engine Serial Number	35127512	35153850
Fuel Type	Diesel	Diesel
Annual Fuel Used	7,500	7,500
Annual Vehicle Mileage	37,000	37,000
Total Vehicle Mileage	643,599	712,431
Total Engine Mileage		
Remaining Vehicle Life	16	16
Normal Attrition Year	2022	2022
Is this vehicle registered with a Nevada intrastate license?	Exempt	Exempt
Replacement/Repower Vehicle/Engine Information		
Fleet Information	Unit 1	Unit 2
Vehicle GVWR	43,650	43,650
Vehicle Make	Proterra or similar	Proterra or similar
Vehicle Model	ZX5 Max or similar	ZX5 Max or similar
Vehicle Model Year	New	New
Engine Make	Proterra or similar	Proterra or similar
Engine Model	Duopower, Prodrive, or similar	Duopower, Prodrive, or similar
Engine Model Year	New	New
Fuel Type	EV	EV
Unit Replacement/Repower Cost	\$950,000	\$950,000

Unit 3	Unit 4	Unit 5	Unit 6
Shuttle Bus	Shuttle Bus	Shuttle Bus	Shuttle Bus
EX68026	EX68027	EX68028	EX68029
36,000	36,000	36,000	36,000
GILLIG	GILLIG	GILLIG	GILLIG
LOWFLOOR	LOWFLOOR	LOWFLOOR	LOWFLOOR
2006	2006	2006	2006
15GGD211761076008	15GGD2211961076009	15GGD211561076010	15GGD211761076011
CUMMINS	CUMMINS	CUMMINS	CUMMINS
ISM 270	ISM 270	ISM 270	ISM 270
2006	2006	2006	2006
35153848	35153849	35153851	35153847
Diesel	Diesel	Diesel	Diesel
7,500	7,500	7,500	7,500
37,000	37,000	37,000	37,000
729,890	680,486	720,907	681,878
16	16	16	16
2022	2022	2022	2022
Exempt	Exempt	Exempt	Exempt
Unit 3	Unit 4	Unit 5	Unit 6
43,650	43,650	43,650	43,650
Proterra or similar	Proterra or similar	Proterra or similar	Proterra or similar
ZX5 Max or similar	ZX5 Max or similar	ZX5 Max or similar	ZX5 Max or similar
New	New	New	New
Proterra or similar	Proterra or similar	Proterra or similar	Proterra or similar
Duopower, Prodrive, or similar	Duopower, Prodrive, or similar	Duopower, Prodrive, or similar	Duopower, Prodrive, or similar
New	New	New	New
EV	EV	EV	EV
\$950,000	\$950,000	\$950,000	\$950,000

Unit 7	Unit 8	Unit 9	Unit 10
Shuttle Bus	Shuttle Bus	Shuttle Bus	Shuttle Bus
EX68030	EX68031	EX68032	EX68033
36,000	36,000	36,000	36,000
GILLIG	GILLIG	GILLIG	GILLIG
LOWFLOOR	LOWFLOOR	LOWFLOOR	LOWFLOOR
2006	2006	2006	2006
15GGD211961076012	15GGD211061076013	15GGD211261076014	15GGD211461076015
CUMMINS	CUMMINS	CUMMINS	CUMMINS
ISM 270	ISM 270	ISM 270	ISM 270
2006	2006	2006	2006
35154606	35154603	35154604	35154605
Diesel	Diesel	Diesel	Diesel
7,500	7,500	7,500	7,500
37,000	37,000	37,000	37,000
741,818	730,362	694,349	708,404
16	16	16	16
2022	2022	2022	2022
Exempt	Exempt	Exempt	Exempt
Unit 7	Unit 8	Unit 9	Unit 10
43,650	43,650	43,650	43,650
Proterra or similar	Proterra or similar	Proterra or similar	Proterra or similar
ZX5 Max or similar	ZX5 Max or similar	ZX5 Max or similar	ZX5 Max or similar
New	New	New	New
Proterra or similar	Proterra or similar	Proterra or similar	Proterra or similar
Duopower, Prodrive, or similar	Duopower, Prodrive, or similar	Duopower, Prodrive, or similar	Duopower, Prodrive, or similar
New	New	New	New
EV	EV	EV	EV
\$950,000	\$950,000	\$950,000	\$950,000

Unit 11
Shuttle Bus
EX68034
36,000
GILLIG
LOWFLOOR
2006
15GGD211661076016
CUMMINS
ISM 270
2006
35154607
Diesel
7,500
37,000
708,127
16
2022
Exempt
Unit 11
43,650
Proterra or similar
ZX5 Max or similar
New
Proterra or similar
Duopower, Prodrive, or similar
New
EV
\$950,000

Unit	DEQ or AFLEET	Unit Cost	Amount Requested	EMISSIONS REDUCTIONS (TONS)								
				NOx	PM2.5	PM10	CO	HC	CO2	VOC	SOx	GHGs
Unit 1	AFLEET	\$ 950,000.00	\$ 450,000.00	9.439	0.312	0.500	4.544	-	-	0.784	0.026	4,629.783
Unit 2	AFLEET	\$ 950,000.00	\$ 450,000.00	9.439	0.312	0.500	4.544	-	-	0.784	0.026	4,629.783
Unit 3	AFLEET	\$ 950,000.00	\$ 450,000.00	9.439	0.312	0.500	4.544	-	-	0.784	0.026	4,629.783
Unit 4	AFLEET	\$ 950,000.00	\$ 450,000.00	9.439	0.312	0.500	4.544	-	-	0.784	0.026	4,629.783
Unit 5	AFLEET	\$ 950,000.00	\$ 450,000.00	9.439	0.312	0.500	4.544	-	-	0.784	0.026	4,629.783
Unit 6	AFLEET	\$ 950,000.00	\$ 450,000.00	9.439	0.312	0.500	4.544	-	-	0.784	0.026	4,629.783
Unit 7	AFLEET	\$ 950,000.00	\$ 450,000.00	9.439	0.312	0.500	4.544	-	-	0.784	0.026	4,629.783
Unit 8	AFLEET	\$ 950,000.00	\$ 450,000.00	9.439	0.312	0.500	4.544	-	-	0.784	0.026	4,629.783
Unit 9	AFLEET	\$ 950,000.00	\$ 450,000.00	9.439	0.312	0.500	4.544	-	-	0.784	0.026	4,629.783
Unit 10	AFLEET	\$ 950,000.00	\$ 450,000.00	9.439	0.312	0.500	4.544	-	-	0.784	0.026	4,629.783
Unit 11	AFLEET	\$ 950,000.00	\$ 450,000.00	9.439	0.312	0.500	4.544	-	-	0.784	0.026	4,629.783
TOTAL		\$ 10,450,000.00	\$ 4,950,000.00	103.83	3.43	5.50	49.98	-	-	8.63	0.29	50,927.61

ATTACHMENT FOR 5.2.7.2

Describe how the Beneficiary will make documentation publicly available

Subparagraph 5.2.7.2 of the Environmental Mitigation Trust Agreement for State Beneficiaries requires that Beneficiaries include in their funding requests:

A commitment by the Beneficiary to maintain and make publicly available all documentation submitted in support of the 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, together with an explanation of the procedures by which the Beneficiary shall make such documentation publicly available;

The Nevada Division of Environmental Protection (NDEP), the Lead Agency for the State of Nevada, is committed to maintaining and making publicly available all documentation submitted support of the funding requests 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.

The public will be able to view these records on the NDEP's website (<https://ndep.nv.gov>). The NDEP will maintain these records on a Volkswagen (VW) Environmental Mitigation Trust Fund specific webpage that will be designed to support public access and limit burden for the general public. The NDEP's VW specific webpage can currently be found at <https://ndep.nv.gov/air/vw-settlement>.

The NDEP has created an electronic listserv, open to the public, used to communicate news, events, and information related the Environmental Mitigation Trust Fund (Mitigation Fund). The listserv, NevadaVWFund, is advertised through the NDEP website and at public events related to the Mitigation Fund.

Chapters 603A and 239B of the Nevada Revised Statutes (NRS) provide definitions and requirements for handling *personal information*.

NRS Section 603A.040 defines 'Personal Information' as:

1. *"Personal information" means a natural person's first name or first initial and last name in combination with any one or more of the following data elements, when the name and data elements are not encrypted:*
 - (a) *Social security number.*
 - (b) *Driver's license number, driver authorization card number or identification card number.*
 - (c) *Account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account.*
 - (d) *A medical identification number or a health insurance identification number.*

- (e) A user name, unique identifier or electronic mail address in combination with a password, access code or security question and answer that would permit access to an online account.*
- 2. The term does not include the last four digits of a social security number, the last four digits of a driver's license number, the last four digits of a driver authorization card number or the last four digits of an identification card number or publicly available information that is lawfully made available to the general public from federal, state or local governmental records.*

NRS Section 239B.030 – *Recorded, filed or otherwise submitted documents* - states that:

- 1. Except as otherwise provided in subsections 2 and 6, a person shall not include and a governmental agency shall not require a person to include any personal information about a person on any document that is recorded, filed or otherwise submitted to the governmental agency on or after January 1, 2007.*
- 2. If personal information about a person is required to be included in a document that is recorded, filed or otherwise submitted to a governmental agency on or after January 1, 2007, pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant, a governmental agency shall ensure that the personal information is maintained in a confidential manner and may only disclose the personal information as required:*
- (a) To carry out a specific state or federal law; or*
- (b) For the administration of a public program or an application for a federal or state grant.*
- Any action taken by a governmental agency pursuant to this subsection must not be construed as affecting the legality of the document.*
- 3. A governmental agency shall take necessary measures to ensure that notice of the provisions of this section is provided to persons with whom it conducts business. Such notice may include, without limitation, posting notice in a conspicuous place in each of its offices.*
- 4. A governmental agency may require a person who records, files or otherwise submits any document to the governmental agency to provide an affirmation that the document does not contain personal information about any person or, if the document contains any such personal information, identification of the specific law, public program or grant that requires the inclusion of the personal information. A governmental agency may refuse to record, file or otherwise accept a document which does not contain such an affirmation when required or any document which contains personal information about a person that is not required to be included in the document pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant.*
- 5. Each governmental agency may ensure that any personal information contained in a document that has been recorded, filed or otherwise submitted to the governmental agency before January 1, 2007, which the governmental agency continues to hold is:*
- (a) Maintained in a confidential manner if the personal information is required to be included in the document pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant; or*
- (b) Obliterated or otherwise removed from the document, by any method, including, without limitation, through the use of computer software, if the personal information is not required to be*

included in the document pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant.

↪ *Any action taken by a governmental agency pursuant to this subsection must not be construed as affecting the legality of the document.*

6. *A person may request that a governmental agency obliterate or otherwise remove from any document submitted by the person to the governmental agency before January 1, 2007, any personal information about the person contained in the document that is not required to be included in the document pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant or, if the personal information is so required to be included in the document, the person may request that the governmental agency maintain the personal information in a confidential manner. If any documents that have been recorded, filed or otherwise submitted to a governmental agency:*

(a) Are maintained in an electronic format that allows the governmental agency to retrieve components of personal information through the use of computer software, a request pursuant to this subsection must identify the components of personal information to be retrieved. The provisions of this paragraph do not require a governmental agency to purchase computer software to perform the service requested pursuant to this subsection.

(b) Are not maintained in an electronic format or not maintained in an electronic format in the manner described in paragraph (a), a request pursuant to this subsection must describe the document with sufficient specificity to enable the governmental agency to identify the document.

↪ *The governmental agency shall not charge any fee to perform the service requested pursuant to this subsection.*

7. *As used in this section:*

(a) "Governmental agency" means an officer, board, commission, department, division, bureau, district or any other unit of government of the State or a local government.

(b) "Personal information" has the meaning ascribed to it in [NRS 603A.040](#).

Chapter 239 of the NRS provides general principles for the definition and the handling of public records. In particular, subsection 239.010.3 states that:

A governmental entity that has legal custody or control of a public book or record shall not deny a request made pursuant to subsection 1 to inspect or copy or receive a copy of a public book or record on the basis that the requested public book or record contains information that is confidential if the governmental entity can redact, delete, conceal or separate the confidential information from the information included in the public book or record that is not otherwise confidential.

Chapter 445B of the NRS (Air Controls) specifically provides further directions on what is confidential information and how such information must be handle in the context of the Air Program of the NDEP. In particular section 445B.570 – *Confidentiality and use of information obtained by Department*¹; penalty – states that (footnotes added for clarity):

¹ Nevada Department of Conservation and Natural Resources (DCNR)

1. *Any information which the Department obtains in the course of the performance of its duties pursuant to the provisions of this chapter is public information unless otherwise designated as confidential information pursuant to the provisions of this section.*
2. *The emission of an air contaminant which has an ambient air quality standard or emission standard or has been designated as a hazardous air pollutant by regulation of the Commission cannot be certified as being confidential.*
3. *Any confidential information received by the Commission², the Director³ or any local control authority which is certified in writing to the recipient as confidential by the owner or operator disclosing the information and verified and approved in writing as confidential by the recipient must, unless the owner expressly agrees to its publication or availability to the public, be used only:
 - (a) *In the administration or formulation of air pollution controls;*
 - (b) *In compiling or publishing analyses or summaries relating to the condition of the outdoor atmosphere which do not identify any owner or operator or reveal any confidential information;*or
 - (c) *In complying with federal statutes, rules and regulations.**
4. *This section does not prohibit the use of confidential information in a prosecution for the violation of any statute, ordinance or regulation for the control of air pollution.*
5. *A person who discloses or knowingly uses confidential information in violation of this section is guilty of a misdemeanor, and is liable in tort for any damages which may result from such disclosure or use.*
6. *As used in this section, "confidential information" means information or records which:
 - (a) *Relate to dollar amounts of production or sales;*
 - (b) *Relate to processes or production unique to the owner or operator; or*
 - (c) *If disclosed, would tend to affect adversely the competitive position of the owner or operator.**

² Nevada State Environmental Commission

³ Director of the Department of Conservation and Natural Resources

ATTACHMENT B

**ELIGIBLE MITIGATION ACTION MANAGEMENT PLAN INCLUDING DETAILED
BUDGET AND IMPLEMENTATION AND EXPENDITURES TIMELINE**

ATTACHMENT B

PROJECT MANAGEMENT PLAN PROJECT SCHEDULE AND MILESTONES

Original Submission

Milestones	Date
NDEP begins solicitation for projects through the competitive Diesel Emission Mitigation Fund	CY 2021, Quarter 4
Project partner submits application to NDEP	CY 2022, Quarter 1
NDEP selects project partner for funding	CY 2022, Quarter 1
Project partner enters into Contracts, Purchase Orders, etc.	CY 2022, Quarter 2
Project partner enters into Subgrant Agreement with NDEP	CY 2022, Quarter 2
NDEP Semiannual Report Due	July 30, 2022
NDEP Semiannual Report Due	January 30, 2023
NDEP Semiannual Report Due	July 30, 2023
Project partner begins receiving new equipment	CY 2023, Quarter 4
Project partner begins scrapping old equipment	CY 2023, Quarter 4
NDEP Semiannual Report Due	January 30, 2024
Project partner completes receipt of new equipment	CY 2024, Quarter 1
Project partner completes scrapping of old equipment	CY 2024, Quarter 1
Project partner provides final invoice for equipment replacement to NDEP	CY 2024, Quarter 2
NDEP Submits and Trustee acknowledges receipt of project certification and funding direction	CY 2024, Quarter 2
Trustee acknowledges receipt of direction for payment	CY 2024, Quarter 2
Trustee completes project reimbursement	CY 2024, Quarter 3
NDEP Semiannual Report Due	July 30, 2024
NDEP reports project completion	July 30, 2024

January 12, 2023 Submission

Milestones	Date
NDEP begins solicitation for projects through the competitive Diesel Emission Mitigation Fund	CY 2021, Quarter 4
Project partner submits application to NDEP	CY 2022, Quarter 1
NDEP selects project partner for funding	CY 2022, Quarter 1
Project partner enters into Subgrant Agreement with NDEP	CY 2022, Quarter 2
NDEP Semiannual Report Due	July 30, 2022
Project partner enters into Contracts, Purchase Orders, etc.	CY 2022, Quarter 3
NDEP Submits and Trustee acknowledges receipt of project certification	CY 2022, Quarter 4
NDEP Semiannual Report Due	January 30, 2023
NDEP Semiannual Report Due	July 30, 2023
Project partner begins receiving new equipment	CY 2023, Quarter 4
NDEP Semiannual Report Due	January 30, 2024
NDEP Semiannual Report Due	July 30, 2024
Project partner completes receipt of new equipment	CY 2024, Quarter 3
Project partner begins scrapping old equipment	CY 2024, Quarter 4
NDEP Semiannual Report Due	January 30, 2025
Project partner completes scrapping of old equipment	CY 2025, Quarter 1
Project partner provides final invoice for equipment replacement to NDEP	CY 2025, Quarter 2
NDEP Submits and Trustee acknowledges receipt of funding direction	CY 2025, Quarter 2
Trustee completes project reimbursement	CY 2025, Quarter 2
NDEP Semiannual Report Due	July 30, 2025
NDEP reports project completion	July 30, 2025

PROJECT BUDGET

Original Submission

Budget Category	Admin Expenses	Share of Replacement Budget Funded by the Trust	Cost Share (Paid by Project Partner)	Subtotal
Equipment Expenditures				
Vehicle Replacement Cost: (1) Proterra Electric Shuttle Bus	-	\$450,000.00	\$500,000.00	\$950,000.00 ¹
Subtotal for (11) electric shuttle buses	-	\$4,950,000.00	\$5,500,000.00	\$10,450,000.00
Administrative Expenditures ²				
Initial Payment Request	\$61,875.00			
Second Payment Request	\$61,875.00			
Third Payment Request	\$61,875.00			
Fourth Payment Request	\$61,875.00			
Final Payment Request	\$247,500.00			
Subtotal for Admin Expenditure	\$495,000.00	-	-	\$495,000.00
Project Totals	\$495,000.00	\$4,950,000.00	\$5,500,000.00	\$10,945,000.00
Associated Percentages:	10% of Trust's Total Cost	47% of Total Replacement Cost	53% of Total Replacement Cost	

¹ Vehicle price has a 2% increase to what is seen on page 20 due to the age of the original quote.

² The NDEP is planning to submit four "Advancement" payment requests to the Trustee to support the NDEP's Administrative expenses associated with this project and one "Reimbursement" payment request to the Trustee that will include direction to provide funding to the NDEP for Administrative expenses and to Clark County Department of Aviation for the replacement of the shuttle buses. The first "Advancement" request is included with this Beneficiary Eligible Mitigation Action Certification and the three that will follow are expected to be submitted on a semiannual basis beginning in 2023 – that is January 1, 2023, July 1, 2023, and January 1, 2024.

January 12, 2023 Submission

Budget Category	Admin Expenses	Share of Replacement Budget Funded by the Trust	Cost Share (Paid by Project Partner)	Subtotal
Equipment Expenditures				
Vehicle Replacement Cost: (1) Proterra Electric Shuttle Bus	-	\$450,000.00	\$500,000.00	\$950,000.00 ¹
Subtotal for (11) electric shuttle buses	-	\$4,950,000.00	\$5,500,000.00	\$10,450,000.00

Administrative Expenditures ²				
Initial Payment Request	\$61,875.00			
Second Payment Request	\$61,875.00			
Third Payment Request	\$61,875.00			
Fourth Payment Request	\$61,875.00			
Final Payment Request	\$247,500.00			
Subtotal for Admin Expenditure	\$495,000.00	-	-	\$495,000.00

Project Totals	\$495,000.00	\$4,950,000.00	\$5,500,000.00	\$10,945,000.00
Associated Percentages:	10% of Trust's Total Cost	47% of Total Replacement Cost	53% of Total Replacement Cost	

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PROJECTED TRUST ALLOCATIONS

Original Submission

ANNUAL PROJECTIONS	2022	2023	2024
1. Anticipated annual project funding request to be paid through the Trust	\$ 61,875.00	\$ 123,750.00	\$ 5,259,375.00
2. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Administrative Expenditures	\$ 61,875.00	\$ 123,750.00	\$ 309,375.00
3. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Expenditures	-	-	\$ 4,950,000.00
4. Anticipated annual cost share	-	-	\$ 5,500,000.00
5. Anticipated total project funding by year (line 1 plus line 4)	\$ 61,875.00	\$ 123,750.00	\$ 10,759,375.00
CUMULATIVE PROJECTIONS			
6. Cumulative outstanding Trustee payments requested against cumulative approved Beneficiary allocation	\$ 3,377,481.59		
7. Cumulative Trustee payments made to date against cumulative approved Beneficiary allocation	\$ 12,079,440.45		
8. Beneficiary funding to be paid through the Trust for this project (sum of line 1)	\$ 5,445,000.00		
9. Total funding approved for Beneficiary Eligible Mitigation Actions, inclusive of current Action (sum of lines 6, 7, and 8)	\$ 20,901,922.03		
10. Beneficiary share of estimated funds remaining in Trust	\$ 13,924,030.00		
11. Estimated Beneficiary funds remaining in Trust after project completion (line 10 minus lines 6 and 8)	\$ 5,101,548.42		

January 12, 2023 Submission

ANNUAL PROJECTIONS	2022	2023	2024	2025
1. Anticipated annual project funding request to be paid through the Trust	\$ 61,875.00	\$ 61,875.00	\$ 123,750.00	\$ 5,197,500.00
2. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Administrative Expenditures	\$ 61,875.00	\$ 61,875.00	\$ 123,750.00	\$ 247,500.00
3. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Expenditures	-	-	-	\$ 4,950,000.00
4. Anticipated annual cost share	-	-	-	\$ 5,500,000.00
5. Anticipated total project funding by year (line 1 plus line 4)	\$ 61,875.00	\$ 61,875.00	\$ 123,750.00	\$ 10,759,375.00
CUMULATIVE PROJECTIONS				
6. Cumulative outstanding Trustee payments requested against cumulative approved Beneficiary allocation	\$ 9,559,878.76			
7. Cumulative Trustee payments made to date against cumulative approved Beneficiary allocation	\$ 12,808,866.84			
8. Beneficiary funding to be paid through the Trust for this project (sum of line 1 – line 1 of original submission)	\$ 0.00			
9. Total funding approved for Beneficiary Eligible Mitigation Actions, inclusive of current Action (sum of lines 6, 7, and 8)	\$ 22,368,745.60			
10. Beneficiary share of estimated funds remaining in Trust	\$ 13,575,106.00			
11. Estimated Beneficiary funds remaining in Trust after project completion (line 10 minus lines 6 and 8)	\$ 4,015,227.24			

ATTACHMENT C

**DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION
IMPLEMENTATION**

ATTACHMENT C

DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

The Nevada Division of Environmental Protection (NDEP) will provide detailed reporting on this Volkswagen (VW) Environmental Mitigation Trust Fund for State Beneficiaries Eligible Mitigation Action project in two ways: 1, timely updates to NDEP's VW Environmental Mitigation Trust Fund webpage; and 2, Nevada's semiannual reporting obligation to Wilmington Trust (the "Trustee").

NDEP maintains a VW Environmental Mitigation Trust Fund specific webpage that has been designed to support public access and limit burden for the general public. The NDEP's VW specific webpage can currently be found at <https://ndep.nv.gov/air/vw-settlement>. Timely updates to the webpage will inform the general public on the project's status as well as when this Eligible Mitigation Action has been completed.

Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries details Nevada's Reporting Obligations:

"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."

NDEP shall, in the next semiannual report following the Trustee's approval of this project, describe the progress implementing this Eligible Mitigation Action that will include a summary of all costs expended on the Eligible Mitigation Action through the reporting date. The report will also include a complete description of the status, development, implementation (including project schedule and milestone updates), and any modification to this Eligible Mitigation Action.

ATTACHMENT D

**DETAILED COST ESTIMATES FROM SELECTED OR POTENTIAL VENDORS FOR
EACH PROPOSED EXPENDITURE EXCEEDING \$25,000**

September 29, 2021

Chris McElhone PE, MBA
Sr. Electrical Engineer
Clark County Department of Aviation
P.O. Box 11005
Las Vegas, NV 89111-1005

Subject: Proterra Budgetary Price Proposal for McCarran International Airport

Dear Mr. McElhone:

Proterra Inc (“Proterra”) is pleased to provide this budgetary pricing proposal to Clark County Department of Aviation / McCarran International Airport (“McCarran”). As the leading innovator in heavy-duty electric transportation, Proterra is excited about the opportunity to provide electric buses and charging equipment for service at McCarran.

Pricing Proposal Included below is a budgetary pricing estimate for our 40’ ZX5+ buses, including a surveillance system; two (2) information display monitors; perimeter seating and a luggage rack; and charging equipment. More details about these vehicles can be found in Exhibit A, and for the charging equipment in Exhibit B.

Qty	Length	ZX5 Model	Base Price	Total Price
40	40’	ZX5+ (450kWh)	\$834,597	\$33,383,880
40	40’	Upgrade to ZX5 Max (675kWh)	\$100,000	\$4,000,000

Below please find pricing for the plug-in charging equipment required to support ZX5 buses. The 1.5MW Proterra Universal Charger (depot charger) includes SAE J1772 CCS Type 1 dispensers as described below.

Qty	Power (MW)	Charger Model	Price	Total Price
1	1.5	Proterra 1.5 MW Charging System, 20 dual-cable dispensers, capable of charging up to twenty (20) buses simultaneously @75kW each. *includes commissioning Does not include installation	\$825,000	\$825,000

***Charger Commissioning:** Commissioning is a Proterra representative traveling to your site to perform the initial checks and startup of the equipment. Once the equipment has been commissioned and tested, the units are put into service and the warranty starts.

Charger and Dispenser installation is not included as the actual price will vary significantly from site to site.

Base Vehicle The base pricing offered herein for the ZX5+ bus includes the following components / systems:

- Passenger Seating:
 - Perimeter layout, USSC Gemini seats
 - 96" Luggage Rack
- ADA Securements: Two (2) ADA securement systems
- ADA Ramp: 1:4 Ricon
- Doors: Ventura System, Pneumatic
- Destination Signs: Hanover, Amber; Front and side
- Flooring: Altro Transflor Meta
- Tires: Michelin X InCity Energy Z LR L- 315/80R22.5
- Wheels: Clean Buff Aluminum Wheels
- Operator's Seat: Recaro Ergo Metro P/N 8H0.01.591.VV11
- Plug-In Charge Port: Single, Curb-Side Rear SAE J1772 CCS Type 1 Charge Port
- Passenger Windows: Fully Fixed, Flush Mounted, 50% LT, Tempered, Grey, 2 Egress Windows
- HVAC: Valeo with R407C
- Driver Foot Controls: Non-Adjustable Pedals
- Exterior Finishing: Base Composite Gel-Coat, White
- Overhead Passenger Assists: 6 Grey Nylon Prima Grab Straps
- Stop Request System: Pull Cord
- Roof Hatches: One (1), Opaque
- Proterra Standard Interior PA system with 8 speakers
- Hanover Interior Information Display Monitors; two (2).
- Surveillance System (Brand and Camera Configuration TBD)

Most of the above standard items can be swapped out with alternative selections subject to cost adjustments, up or down, as appropriate; e.g. Ventura electric doors in lieu of pneumatic doors, etc.

Customer Configurable Options

The following items are not included in the price as they are highly customized items that often change with each order. Pricing for these items (if selected) will be determined when they are confirmed with McCarran.

- Bike Rack
- CAD/AVL or ITS System
- Farebox (if required)
- WiFi
- Customer Communication Systems
- Exterior Graphics (Paint/Wrap)

Warranty

The base pricing offered herein includes Proterra's standard warranty terms; which are included below for McCarran' review.

- Complete Bus (Bumper to Bumper): 1 year / 50,000 miles
- Energy Storage Systems: For Battery Packs with 112.5 kWh of Nameplate Energy and the Available Energy of 101 kWh in new condition, Proterra warrants Available Energy of 81 kWh per Battery Pack for 6 years, or 200 MWh of Gross Discharge Throughput per Battery Pack, whichever comes first.
- Main Composite Monocoque Structure (Body / Class 1 & 2 Failures): 12 years / 500,000 miles
- Structural Systems: 3 years / 150,000 miles
- Major Components: 2 years / 100,000 miles
 - Propulsion System
 - Brake System
 - Axles
 - Destination Signs
 - Door Systems
 - Defroster
 - Air Compressor
 - Air Dryer
 - ADA Ramp
 - Passenger Seating

- Passenger Windows
 - A/C Unit & Compressor
 - Power Steering Unit
- Proterra Universal Charger: 3 years

Training

The following training is included with the purchase of the bus and charger.

- Operator Training
 - 16 hours of operator training
 - Utilizes a “train-the-trainer” approach to enable customers to provide as much training as required for their operators
 - 50/50 split between classroom and seat-time for the operators
- Bus Maintenance Training
 - 32 hours of vehicle maintenance training.
 - Classroom and hands-on training
- Bus Introduction Training
 - 16 hours of general bus introduction training
 - Meant for supervisors, managers, procurement
- Charger Maintenance Training
 - 8 hours of charger maintenance training
 - Classroom and hands-on training

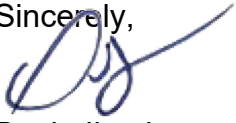
If McCarran desires additional training, it can be purchased for an additional price.

Summary

Proterra is the world’s premiere battery-electric transit vehicle and Charging Systems provider and we’re eager to support McCarran with this opportunity. If you would like any additional information, please do not hesitate to ask and we will be happy to provide it for you.

If you have any questions or concerns, please feel free to contact me at (256) 499-5696 or at Dlkenberry@proterra.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Ikenberry', with a long, sweeping flourish extending to the right.

Devin Ikenberry
Sr. Business Engagement Manager
Proterra Inc

Cc: Mark Hollenbeck, Regional Sales Director

Exhibit A – ZX5 Spec

	Description	ZX5	ZX5+	ZX5 MAX
ZX5 VEHICLE WITH DUOPOWER™ DRIVETRAIN				
Total Energy	kWh	225	450	675
Operating Efficiency*	kWh/mile	1.6-2.1	1.7-2.4	1.8-2.7
	MPGe	17.9-23.5	15.7-22.2	13.9-20.9
Operating Range*	Miles	92-120	163-232	221-329
Top Speed (Proterra-governed)	mph (per tire rating)	65	65	65
Acceleration (at SLW, seconds)	0 to 20 mph	5.7	5.7	5.8
	20 to 50 mph	15.8	12.8	13.6
Gradability (top speed at % grade, at SLW, mph)	5%	56	65	65
	10%	36	48	33
	15%	25	32	31
Max Grade (at SLW)		30.1%	27.2%	24.7%
Horsepower	Peak	338	550	550
	Continuous	170	338	338
Motor	Dual independent 205 kW motors	•	•	•
Gearbox	2-speed auto-shift EV gearbox	•	•	•
Curb Weight	lbs	26,649	29,849	33,149
Max Gross Vehicle Weight Rating	lbs	43,650	43,650	43,650
ZX5 VEHICLE WITH PRODRIVE DRIVETRAIN				
Total Energy	kWh	225	450	675
Operating Efficiency*	kWh/mile	1.7-2.2	1.8-2.5	1.9-2.8
	MPGe	17.1-22.2	15.1-20.9	13.5-19.8
Operating Range*	Miles; Usable energy/Operating efficiency	91-117	154-216	205-297
Top Speed (Proterra-governed)	mph (per tire rating)	65	65	65
Acceleration (at SLW, seconds)	0 to 20 mph	6	6.2	6.4
	20 to 50 mph	22.4	24.7	27.2
Gradability (top speed at % grade, at SLW, mph)	5%	45	41	30
	10%	29	28	27
	15%	23	20	18
Max Grade (at SLW)		23.9%	21.6%	19.7%
Horsepower	Peak	335	335	335
	Continuous	170	240	240
Motor	Single 250kW permanent magnet drive motor	•	•	•
Gearbox	2-speed auto-shift EV gearbox	•	•	•
Curb Weight	lbs	26,850	30,050	33,350
Max Gross Vehicle Weight Rating	lbs	43,650	43,650	43,650
CHARGING				
Max Plug-in Charge Rate at 200A	kW	133	135	135
Max Overhead Charge Rate	kW	177	355	407
Overhead Charging	Miles replenished per 10 min**	24	33	30
	Est. time Empty to Full***	1.8 hrs	2.0 hrs	2.7 hrs
Plug-in Charging	Est. time Empty to Full***	1.8 hrs	2.9 hrs	4.2 hrs

*Operating range and efficiencies approximated from simulations based on Altoona testing results at SLW, and will vary with route conditions, weather, vehicle configuration and driver behavior.
 ** ProDrive powertrain efficiencies | *** Charge time will vary depending on charger type. Estimated charge time empty to full as displayed on driver dashboard.

	Description
VEHICLE DIMENSIONS	
Length	510"
Height	128"
Width (without mirrors)	102"
Width (with mirrors)	118.8"
Wheelbase	296"
Approach Angle	9.3°
Breakover Angle	7.8°
Departure Angle	9.3°
Turning Radius	503"
INTERIOR	
Seating Capacity	40
Door Width	Front 43.2", Rear 49.1"
Lighting	LED interior lighting system
Handles	Stainless-steel stanchion system
Stop Request	ADA pull cord or touch tape stop request
Doors	Sensitive edges on both front and rear door
Wipers	Electric wipers and washers
HVAC	Overhead integrated system
EXTERIOR	
Bus Body	Carbon-fiber-reinforced composite material
Tires	Standard: Michelin 315/80R22.5
Exterior Lights	LED
BRAKES & SUSPENSION	
Braking System	Regenerative braking; front & rear air disk brakes
Traction	4-wheel ABS with optional traction control
Suspension	Multi-Link Air Ride rear suspension
ELECTRICAL SYSTEM	
Battery System	Integrated battery management system
Low Voltage	Two, Group 31 700 CCA 12v batteries
Charge Ports	J1772 CCS: One port standard at curb-side rear, 2nd port optional at street-side rear or curb-side front
Overhead Charging	Optional
Plug-in Charging	Universal standard J1772-CCS
Overhead Charging	Universal standard J3105
ADA	
	Two ADA locations, one on each side of the aisle directly behind the front wheel
	ADA securement system
	Front ADA power wheelchair ramp (4:1, 6:1 slope)
	Rear door modesty panels
	Aisle width between front wheel wells: 35.7"
WARRANTY	
Vehicle	Complete Bus - 1 year or 50,000 miles Extended warranties and service contracts available upon request
Batteries	12 years / unlimited miles, materials and workmanship

Exhibit B – Charger Spec

**PURPOSE-BUILT
 CHARGING HARDWARE**

Designed with large-scale electric vehicle fleets in mind, the Protterra 1.5 MW Charging System is customizable and can be configured to charge up to 40 vehicles. With high voltage capabilities, this system can connect directly to the grid and avoid the need for separate installation of a transformer, resulting in significant space savings and cost reduction.



Developed in partnership with Power Electronics, Protterra charging systems build on Protterra's experience delivering charging infrastructure while leveraging Power Electronics' 30+ years of experience in solar, energy storage, and electric mobility.



Open source communications protocol



Bi-directional V2G capability



Smart grid ready



Telematics-enabled



PROTERRA

protterra.com/energy-services

COMPATIBLE CONNECTIONS

UNIVERSAL PLUG-IN



PANTOGRAPH



Protterra® charging systems utilize industry-standard charging technology so your heavy-duty electric vehicles, utility vehicles, and cars can share the same standardized chargers.

1.5 MW

PROTERRA®
**CHARGING
SYSTEM**

PROTERRA
ENERGY™
FLEET SOLUTIONS

ELECTRICAL OUTPUT	1.5 MW System - 480V		1.5 MW System - MV
Charger Continuous DC Output Power	1500 kW		
DC Output Voltage	150-1000 VDC		
Continuous DC Output Current per dispenser	300A (May be vehicle interface limited)		
Continuous DC Output Current per Pantograph	1000A (May be vehicle interface limited)		
Max number of simultaneous DC outputs	20		
Continuous DC Output Power per Pantograph	up to 750 kW		
ELECTRICAL INPUT			
AC Input Power	1613 kW		
AC Input Current	2,156A	*dependent on MV value	
AC Input Voltage	480V +/- 10%	4.16kV to 34.5kV	
AC Input Topology	4-wire WYE (3ph + GND)	4-wire WYE (3ph + GND)	
AC Input Frequency	60 Hz		
Current THD% at full power	<3%		
Power Factor	>0.99		
Efficiency	93%		
MECHANICAL			
Cooling	Integrated air cooling		
Weight	17,857 lbs 8100 kg	32,187 lbs 14,600 kg	
Dimensions (D x W x H)	219.7 in x 89 in x 79.5 in 558 cm x 226 cm x 202 cm	335.4 in x 89 in x 79.5 in 852 cm x 226 cm x 202 cm	
Wall Clearance (front, back)	48 in 120cm		
Wall Clearance (sides)	60 in 150 cm	63 in 160 cm	
ENVIRONMENTAL			
Environmental Rating	NEMA 3R		
Maximum Altitude	3000m 9800 ft (power derates above 2000m 6500 ft)		
Operating temperature	-13°F to 122°F -25°C to 50°C (standard) -22°F to 122°F -30°C to 50°C (optional)		
Operating Humidity	4-95%		
MISC			
Approved charger-to-vehicle interfaces	CCS1 Industrial dispenser J3105-1 Infrastructure-down Pantograph		
Max number of dispensers per 1.5MW Charger	Supports simultaneous charging with 20 dispensers. Optionally supports charging up to 40 vehicles with two CCS1 cables per dispenser charging sequentially.		
Max number of pantographs per 1.5MW Charger	Supports simultaneous charging on 2 pantographs (standard) Can support 2x pantographs or 1x pantograph and up to 10 dispensers		
1.5MW Charger to dispenser or pantograph control box communications	Modbus TCP via Ethernet (standard) Modbus TCP via fiber optic (optional)		
Max Distance between 1.5MW Charger and Dispenser	300 ft 91.4 m (ethernet) 500 ft 152.4 m (fiber optics)		
V2G Capable	Yes (optional)		
Management Communications	OCPP 1.6 control via 4G Cellular (standard) Supports WiFi, Ethernet (optional)		
Certifications	UL 2231, UL 2202, UL 1741SA, IEEE 1547 (pending)		
Warranty	3 year standard, 5 year extended warranty options available		