

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

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): _____
Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):
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).
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).

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: _____



[NAME]

[TITLE]

[LEAD AGENCY]

for

[BENEFICIARY]

ATTACHMENT B
PROJECT SCHEDULE AND MILESTONES

PROJECT MANAGEMENT PLAN
PROJECT SCHEDULE AND MILESTONES:

Action	Start Date	End Date
<i>Subgrant Program Development</i>	July 15, 2022	July 10, 2023
<i>Announce Funding & Accept Applications</i>	July 10, 2023	September 30, 2023
<i>Score Applications and Develop D4's</i>	October 1, 2023	November 30, 2023
<i>D4's in approval</i>	December 1, 2023	February 28, 2024
<i>Purchase Order Process</i>	March 1, 2024	April 30, 2024
<i>Make Awards</i>	May 1, 2024	May 31, 2024
<i>Project Implementation</i>	June 1, 2024	June 30, 2026
<i>Procurement and Installation of Equipment</i>	June 1, 2024	June 30, 2026
<i>Monitoring and Oversight of Project</i>	June 1, 2024	June 30, 2026
<i>Semiannual Reporting from Recipient to DEQ</i>	June 1, 2024	June 30, 2026
<i>Project Completion Date</i>	June 1, 2024	September 30, 2026

PROJECT BUDGET:

Project Description	Estimated Project Sub-Total	Amount Funded by Trust	Amount Funded by Project Partner*
3 – Electric powered Light Towers	\$46,500	\$34,875	\$11,625
Administrative	\$6,975	\$6,975	\$0
Project Totals	\$53,475	\$41,850	\$11,625
Percentage	100%	78.26%	21.74%

PROJECTED TRUST ALLOCATIONS

	2023
1. Anticipated Project Funding Request to be paid through the Trust	\$41,850.00
2. Anticipated Cost Share	\$11,625.00
3. Anticipated Total Project Funding (line 1 plus line 2)	\$53,475.00
4. Cumulative Trustee Approvals Made to Date Against Cumulative Approved Beneficiary Allocation*	\$13,997,005.18
5. Cumulative Unused and Returned Funds from Previous Funding Requests	\$720,179.63
6. Net Trustee Approvals Made to Date Against Cumulative Approved Beneficiary Allocation (line 4 minus Line 5)	\$13,276,825.55
7. Current Beneficiary Project Funding to be paid through the Trust (line 1)	\$41,850.00
8. Total Funding Allocated to Beneficiary, inclusive of Current Action by Year (line 6 plus line 7)	\$13,318,675.55
9. Initial Beneficiary Share of Trust Funds	\$20,922,485.12
10. Beneficiary Share of Estimated Funds Remaining in Trust (line 9 minus line 6)	\$7,645,659.57
11. Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (line 10 minus line 7)	\$7,603,809.57

* This line item includes the sum of cost requests from the following submitted D-4 funding requests, regardless of whether or not funds have been received by DEQ: Funding Requests #1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11 and #12.

ATTACHMENT C

DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

Per Subparagraph 5.2.11 of the Environmental Trust Agreement for State Beneficiaries (“Trust Agreement”), Beneficiaries must set forth a “detailed plan for reporting on Eligible Mitigation Action implementation” to be included in an Appendix D-4 funding request. The Oklahoma Department of Environmental Quality (DEQ) plans to report per 5.3 of the Trust Agreement and Sections H and I of DEQ’s DERA Cooperative Agreement with EPA.

DEQ is committed to meeting reporting requirements consistent with Subparagraph 5.3 of the Trust Agreement, as set forth below:

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 15 of 43 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.

ATTACHMENT D

Detailed cost estimates from potential vendors for each proposed expenditure exceeding \$25,000.

The following vendor quotes are based on applicants' market research at the time of application. Actual costs will be determined by vendor cost proposals during the procurement process, but may not exceed these original estimates.

Applicant	Equipment	Fuel	Cost
Tinker Air Force Base	Wanco Electric Light Tower	Electric	\$15,500

Battery-Powered Light Tower

Rechargeable Lithium-Ion Batteries

- 18-foot telescoping tower
- Dimmable LED lights
- 24-hour on/off timer
- Digital battery monitor

The Wanco® Li-ion Battery Light Tower delivers phenomenal 360-degree lighting on a compact trailer or skid.

The innovative Hexaspace® Powermoon® LED fixture features a powerful 900-watt light source and six movable panels for directing the light where it's needed. The Powermoon provides 110,000 lumens, perfect for construction sites, road construction, emergency services, events and more.

The rechargeable batteries use lithium iron phosphate chemistry for safety, and have built-in power management to protect against excessive overcharging. Batteries can be charged with any 120 VAC power source.



Hexaspace® Powermoon® LED fixture (standard)
110,000 total lumens



Four adjustable 160-watt LED fixtures (optional)
90,724 total lumens

For more details or to place an order, call 800.972.0755 or visit wanco.com.



800-972-0755
www.wanco.com



Proposal

Quote Expires - Oct 10,2023

Sep 30,2023

Tinker Air Force Base

QUO-28215-D1Q4V4

Dealer :

ASSOCIATED SUPPLY COMPANY, INC.
7100 SW THIRD
OKLAHOMA CITY, OK 73128

Jason Leggett

Customer :

Tinker Air Force Base
Oklahoma City, OK

James Brown : 405-237-6205

<u>Equipment</u>				
Year	Serial Number	Description	Equipment Tag	Price
		Wanco WALI6K Light Tower	WALI6K WAN	\$ 46,500.00
			Sub Total:	\$ 46,500.00

Equipment Specification

Description: 18-foot telescoping tower, Dimmable LED lights, 24-hour on/off timer, Digital battery monitor, Welded Structural Steel Frame, Four 2,000 lb. Corner Stabilizer Jacks, 1,200 lb. Axle Assembly, Double-Eye Leaf Springs, Round Polyethylene Fenders that are Bolted to the Trailer Frame, 13" Wheels/Tires, Removable Drawbar, 2" Ball Hitch, Swivel Footpad Tongue Jack, Flat-four Light Plug, Powder-Coated Safety Orange, Hand Winch Tower, Wanco Security Battery Box with Puck Locks, Two -24V Lithium Ion Batteries, Battery Charger

Warranty: Lights, trailer, tower 2 years (24 months)

This price is for three light towers. Additional freight may be added if less than three units are purchased. Prices subject to change due to availability and lead times at time of order

<u>Pricing Summary</u>	
Trade-In Amount	\$ 0.00
Net Purchase Price	\$ 46,500.00
Grand Total	\$ 46,500.00

<u>Finance Option #1</u>	
Months	0
Rate	0
Est. Monthly Pmt	\$ 0.00

**Do not wire money without verbal confirmation of wiring instructions by an ASCO team member.
There are numerous reports of people being taken advantage of by bad actors, so please be diligent to protect yourselves.**

ADDITIONAL TERMS AND CONDITIONS

This proposal is subject to the additional ASCO Terms and Conditions which are attached to and made a part of this proposal by reference. Customer should read the Terms and Conditions and consult with an attorney or legal advisor to answer questions regarding this proposal or the Terms and Conditions. This proposal is a contract between the parties upon signature by the customer and acceptance by seller's management. Effective on the latest date shown below the signature of each party. **Price, terms, and delivery date are subject to approval by the management of ASCO. This proposal expires 10 days from the date stated above unless the proposal has been signed by both the customer and ASCO**

Accepted :

Proposed :

Customer

Jason Leggett

TERMS AND CONDITIONS
[MADE PART OF THE PROPOSAL FOR THE PURCHASE OF EQUIPMENT]

1. General. These Terms and Conditions are part of the Proposal, which becomes a contract upon Seller's acceptance of the Proposal.

2. Payment of Net Purchase Price. Unless otherwise stated in the Proposal, Buyer (sometimes referred to in the Proposal as the "Customer") will pay ASCO (the "Seller") the Net Purchase Price for the Equipment as stated in the Proposal on or before the delivery of the Equipment. Seller reserves the right to require from Buyer a cash down payment (the "Cash Down Payment") to be paid by check or wire transfer of funds prior to the order or the delivery of the Equipment from the Manufacturer. Any required Cash Down Payment must be received within 3 business days after the date that such payment is requested; otherwise, Seller will have the option of terminating this Proposal, in which event neither party will any further duties or obligations hereunder. The balance of the Sales Price (after crediting the "Cash Down Payment," if any) will be paid by Buyer by check or wire transfer of funds immediately preceding the delivery of the Equipment, and upon Buyer being notified by ASCO that the Equipment is available for delivery. Any Cash Down Payment is non-refundable due to Buyer's inability to obtain financing, or for any other reason resulting from Buyer's inability or unwillingness to purchase the Equipment; however, Buyer will be entitled to a refund of the Cash Down Payment upon ASCO'S failure to perform its obligations under the Proposal or should the Manufacturer fail to fulfill the order within a reasonable period of time. The amount of the Cash Down Payment may vary depending on circumstances or financing related to each sale. If Buyer is obtaining financing for the purchase of the Equipment from a third party lender, such financing must be obtained within 3 business days from the date of this Proposal; and if such financing is not obtained, this Proposal may be terminated at the option of either party. Unless otherwise described in this Proposal, no financing is being offered by Seller.

3. Cancellation Charge. A cancellation charge of 20% of the Total Purchase Price is payable by Customer on all cancelled orders.

4. Taxes, Delivery Fees and Other Fees. Any taxes related to the sale of the Equipment will be paid by Buyer at the time that such taxes become due. Unless otherwise stated in the Proposal, the Net Purchase Price DOES NOT include any applicable taxes, delivery fees, or other applicable fees.

5. Trade-in Equipment. If the Trade-in Equipment is not being delivered to Seller until after the effective date of this Proposal, Buyer represents and warrants to Seller that there will not be a material increase in the hours of use on the Trade-in Equipment or a material change in the condition of the Trade-in Equipment; and, if Seller determines in its sole opinion that such a material change has occurred, Seller will be entitled to reappraise the Trade-in Equipment at the time of receipt

of such equipment and to adjust the Trade Allowance and Net Trade Allowance as stated in the Proposal. If Seller reappraises the Trade-in Equipment at an amount which is less than the original Trade Allowance by more than five percent (5%), Buyer may terminate this Proposal provided that such termination is made prior to the delivery of the Equipment; and, provided further that upon such termination, Seller has the option of retaining all or any portion of the Cash Down Payment as reimbursement for expenses incurred in regard to this transaction.

6. Non-Performance by Seller. Seller is excused from performance under the terms of this Proposal if delivery is delayed, or rendered impractical or impossible by work stoppages, strikes, delays in transportation, inability to obtain labor or materials, supply-chain delays, and by any other cause or reason beyond the reasonable control of Seller, including but not limited to acts of God, disease, pandemic, weather, and civil unrest or insurrection; and if Seller is unable to perform for the reasons stated in this paragraph, Buyer's sole remedy is termination of this Proposal and the return of its Cash Down Payment, if any.

7. Buyer's Default. Should Buyer default under the terms of this Proposal, ASCO may terminate this Proposal and retain the Cash Down Payment as liquidated damages; or, ASCO may seek such other relief as provided by law or in equity. Upon ASCO's failure to deliver the Equipment (other than its failure to timely deliver the Equipment due to the fault of Manufacturer or any third party, which shall not be a default by ASCO), Buyer may, as its sole remedies, terminate this Proposal and receive a refund of the Cash Down Payment; or, Buyer may enforce specific performance of ASCO'S obligations under this Proposal, provided that the Equipment can be obtained by ASCO from the Manufacturer within a reasonable period of time. An action for specific performance by either party must be initiated, if at all, within 90 days after the alleged breach of this Proposal. Until Buyer has fully paid for the Equipment, ASCO retains a lien on the Equipment in accordance with the *Texas Business and Commerce Code* and Buyer authorizes ASCO to perfect such lien by filing a financing statement with any governmental filing offices as required for perfecting such lien. *Under no circumstances will ASCO be liable to Buyer for any consequential, special, indirect, incidental, exemplary, or punitive damages, including without limitation, loss of profits, loss of business opportunity, or loss of prospective revenue, arising out of this Proposal or the Equipment to be provided under this Proposal. The prevailing party in any litigation shall be entitled to recover reasonable attorney's fees and court costs.*

8. Entire Agreement; Modification. This Proposal constitutes the entire agreement between the parties, and any modification or amendment must be in writing and signed by authorized representatives of both Buyer and Seller.

9. Jurisdiction and Venue. This Proposal shall be construed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas, and venue for any lawsuits or legal proceedings related to this Proposal or the Equipment will be in Lubbock County, Texas.

10. Delivery: The risk of loss will pass to Buyer immediately upon the Equipment being: (i) picked up by Buyer or (ii) delivered to customer's location. The delivery of the Equipment as described above is subject to performance and delivery by the manufacturer of the Equipment (the "Manufacturer"), which the Seller and Buyer agree may cause the actual delivery date to vary, and which Seller is unable to control. If Seller has provided Buyer with an "estimated lead time" for delivery of the Equipment, Buyer agrees that the lead time has been provided by the Manufacturer of the Equipment and Buyer is given notice that such time may vary depending on circumstances which are beyond the control of Seller. Seller's delivery of the Equipment to Buyer by any date stated in the Proposal, if any, is subject to Manufacturer's delivery of the Equipment to Seller in accordance with the lead time provided solely by the Manufacturer.

11. Completion of Blanks. Buyer authorizes Seller to unilaterally insert the serial number(s) and/ or model numbers of the Equipment on the previous pages of this Proposal for the purpose of identifying the Equipment or correcting errors.

12. Price Increases. If the equipment is being ordered from the manufacturer, the price stated herein is an estimate; and, to reflect any increases due to material availability or other factors beyond the control of Seller, the price stated in this Proposal is subject to increase to reflect any price increase imposed by the manufacturer between the date of this Proposal and the delivery date of the Equipment to Buyer.

13. Final Agreement; Buyer's Performance.. All sales are expressly conditional on Buyer's agreement to these Terms and Conditions which are part of the Proposal. Buyer's execution of this Proposal; or, any order or statement of intent by Buyer to purchase the Equipment and/ or any other products or services as described in this Proposal from ASCO; or, any directions by Buyer to proceed with procurement or shipment of the Equipment or any other products or services described in this Proposal; or, acceptance by Buyer of the Equipment, products and/ or services; or, payment of all or part of such Equipment, products and/ or Services as described in this Proposal; shall constitute assent to these Terms and Conditions by Buyer. Any different or additional terms and conditions proposed by Buyer in a purchase order or any other document, are objected to by ASCO and will not be binding upon ASCO unless specifically assented to in writing by an authorized representative of ASCO. The person signing this Proposal on behalf of Buyer is an authorized representative with authority to sign this Proposal.

14. DISCLAIMER OF WARRANTIES ON EQUIPMENT:

ASCO is not the manufacturer of the Equipment. The only warranties offered in regard to the Equipment are those of the Manufacturer. Warranty remedies offered by the Manufacturer of the Equipment are Customer's exclusive remedies. ASCO EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ASCO MAKES NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT; HOWEVER, ASCO'S DISCLAIMER OF WARRANTIES DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer is solely responsible for selecting the Equipment; and, ASCO has not selected the Equipment and is not responsible for the suitability of the Equipment for any use or purpose intended by Customer. Customer expressly waives any claim that it may have against ASCO based on any manufacturer product liability arising out of or related to the Equipment.

All used equipment is sold **AS IS, WHERE IS, and WITH ALL FAULTS.** Used equipment quoted in the Proposal is subject to prior sale and availability is not guaranteed.

ACCEPTED AND AGREED :

ASSOCIATED SUPPLY COMPANY, INC.

Signature of Buyer: _____
 Print Name: _____
 Title: _____
 Date: _____

Seller's Representative: _____
 Branch Manager: _____
 Date: _____