# APPENDIX D-4 Beneficiary Eligible Mitigation Action Certification

### BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary	
·	
Trusiee pursuant to a Detega	nion of Authority and Certificate of Incumbency)
Action Title:	
Beneficiary's Project ID:	
<b>Funding Request No.</b>	(sequential)
Request Type:	☐ Reimbursement ☐ Advance
(select one or more)	☐ Other (specify):
Payment to be made to:	☐ Beneficiary
(select one or more)	☐ Other (specify):
Funding Request & Direction (Attachment A)	
Direction (Attachment A)	10 be Flovided Separately
	orized to Act on Behalf of the Beneficiary
	SUMMARY
Eligible Mitigation Action [	Appendix D-2 item (specify):
Detailed Description of Mitig	ation Action Item Including Community and Air Quality Benefits (5.2.2):
Estimate of Anticipated NOx	Reductions (5.2.3):
Miligation Action Funds to E	Ensure Compliance with Applicable Law (5.2.7.1):
Decaribe have the Deneficient	will make decomentation publishy eveilable (5.2.7.2)
Describe now the beneficiary	will make documentation publicly available (5.2.7.2).
Describe any cost share requi	rement to be placed on each NOx source proposed to be mitigated (5.2.8).
Describe how the Reneficiary	complied with subparagraph 4.2.8, related to notice to U.S. Government
Agencies (5.2.9).	complica with suspairagraph 4.2.0, related to house to 0.5. Government
g: ( <del></del> )-	

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:	Paul E. Farrell
	Acting Chief, Bureau of Air Management
	[LEAD AGENCY]
	for
	[BENEFICIARY]

# **APPENDIX D-4 – Supplemental Information Beneficiary Eligible Mitigation Action Certification**

**Beneficiary: State of Connecticut** 

Lead Agency: Department of Energy and Environmental Protection

In support of funding request No. 15– FY 2021 DERA Option (Round 5)

**Appendix D-4-Summary** 

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

Connecticut's 2018 Mitigation Plan, written in accordance with the Environmental Mitigation Trust Agreement for State Beneficiaries resulting from the Settlement in *United States of America v. Volkswagen AG et al.*, Case No. 16-cv-295 (N.D. Cal.) (VW NO<sub>x</sub> Mitigation Trust) outlined a protocol for exercising the Diesel Emission Reduction Act (DERA) option. The Connecticut Department of Energy and Environmental Protection (DEEP) intends to implement the DERA Option, utilizing Trust funds to match its State DERA allocation to allow for a greater variety of eligible projects. Cross Sound Ferry, F & G Recycling, and Tirollo Bus were chosen to receive funds under the DERA Option for the replacement of diesel vehicles.

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

Potential air quality benefits are weighted heavily in the selection of projects to be funded through the State's DERA program and such benefits are calculated for all of the projects implemented with State DERA funds. The three (3) chosen 2021 DERA Option projects are replacement of a yard spotter, marine engines, and a school bus which yield emission reductions from the improved technology on the new engines. The specifics of each DERA Option project are outlined below.

#### **Cross Sound Ferry:**

The purpose of this project is to replace three (3) auxiliary generator sets equipped with diesel engines and associated necessary equipment (e.g., vessel electrical subsystems/panel, keel cooler(s)) on a ferry vessel owned by Cross Sound Ferry Services, Inc. (Cross Sound Ferry). Three generator sets equipped with 1983 engine model year (EMY) Caterpillar 3406, Tier 0 diesel-powered auxiliary engines in the *MV Mary Ellen* will be replaced with new generator sets equipped with EMY 2021 John Deere 6090AFM85 or comparable Tier 3 diesel-powered equivalents. The vessel is based out of New London, CT and transits between New London, CT and Orient Point, NY. This vessel operates adjacent to the three CT counties reclassified from serious to severe with regard to the 2008 National Ambient Air Quality Standards (NAAQS) for ozone. The new engine technology will increase operating efficiency, and reduce emissions of nitrogen oxides (NOx) and greenhouse gases. The annual health benefit from the Cross Sound Ferry project is calculated to be \$130,000.

#### F & G Recycling:

The purpose of this project is to replace, for F & G Recycling, LLC (F & G Recycling), one (1) diesel-powered yard spotter, VIN 4LMBB21135L017000, that has an EMY 2005 Cummins model B5.9-173c engine, engine serial nmber (ESN) 4653556. The replacement will be a MY 2023 EV equivalent. Grant

funding will include the electric vehicle charging infrastructure. The yard spotter will operate in Waterbury, CT, an environmental justice (EJ) community. Because of the electric-powered replacement and technology advances on the new yard spotter, the project will enhance air quality by reducing engine emissions and decreasing fuel consumption. The reduction in emissions of the ozone precursor, NOx, is critically needed in a state that has recently been reclassified from marginal to moderate with regard the 2015 NAAQS for ozone. In addition, Waterbury is in New Haven County, one of three counties reclassified from serious to severe with regard to the 2008 NAAQS for ozone. These reclassifications put increased responsibility on the state to decrease emissions through projects like this.

#### **Tirollo Bus:**

The purpose of this project is to replace, for Tirollo Bus Company, LLC (Tirollo Bus), one (1) model year 2008, diesel-powered Freightliner school bus with a MY 2024 Integrated CE S (PB105) bus powered by a 2021 EMY Cummins B6.7 250 diesel engine. The bus is used to transport students in and around Orange, CT. Because of the technology advances on the new school bus, the project will enhance air quality by reducing engine emissions and decreasing fuel consumption. The reduction in emissions of the ozone precursor, NOx, is critically needed in a state that has recently been reclassified from marginal to moderate with regard the 2015 NAAQS for ozone. In addition, Orange is in New Haven County, one of three counties reclassified from serious to severe with regard to the 2008 NAAQS for ozone. These reclassifications put increased responsibility on the state to decrease emissions.

#### Estimate of Anticipated $NO_x$ Reductions (5.2.3):

The estimated emissions were calculated using the EPA's Diesel Emissions Quantifier (DEQ). The anticipated annual  $NO_x$  emissions reduction from the 2021 DERA Option projects is 3.533 tons per year (tpy). The tons of pollution reduced or avoided over the lifetime of the engines/vehicles selected for the 2021 State DERA Option projects is 30.618 tons of  $NO_x$ , and 1.261 tons of  $PM_{2.5}$ .

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

Complete information and documentation will be posted on DEEP's Volkswagen incentive program website at: <a href="https://portal.ct.gov/DEEP/Air/Mobile-Sources/VW/VW-Settlement---Home">https://portal.ct.gov/DEEP/Air/Mobile-Sources/VW/VW-Settlement---Home</a>; promotional materials will also be posted and cross-linked on DEEP's DERA Grants page at: <a href="https://portal.ct.gov/DEEP/Air/Mobile-Sources/DERA-Grants">https://portal.ct.gov/DEEP/Air/Mobile-Sources/DERA-Grants</a> and on its <a href="mailto:Drive Clean CT">Drive Clean CT</a> Facebook page.

## Describe any cost share requirement to be placed on each NO<sub>x</sub> source proposed to be mitigated (5.2.8):

The mandatory cost share for diesel replacement is dictated by the DERA program. For diesel-to-diesel replacements, the grantees were awarded 25% of the project cost, with their cost share being 75%. The mandatory cost share is 60% for marine engine replacement projects, with a grant amount of up to 40%. The exception are the electric replacement projects, such as F & G Recycling, which is eligible under the DERA program for a grant of 45% of the project total, with a 55% cost share.

Cross Sound Ferry: Cross Sound Ferry is receiving a grant for \$220,448.00 to replace three (3) auxiliary generator sets equipped with diesel engines and associated necessary equipment (e.g., vessel electrical subsystems/panel, keel cooler(s)) on a ferry vessel. Three generator sets equipped with 1983 EMY Caterpillar 3406, Tier 0 diesel-powered auxiliary engines in the *MV Mary Ellen* will be replaced with new generator sets equipped with EMY 2021 John Deere 6090AFM85 or comparable Tier 3 diesel-powered equivalents. The projected cost is \$551,120.00 and the grant represents 40% of the projected cost of the 2021 EMY replacement engines and necessary equipment. Cross Sound Ferry will be responsible for a

cost share of \$330,672.00. The vessel is based out of New London, CT and transits between New London, CT and Orient Point, NY.

**F & G Recycling:** DEEP is granting \$123,883.60 in 2021 State DERA funding to F & G Recycling, the grantee. F & G Recycling has agreed to contribute an estimated additional \$151,413.28 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$275,296.88. Funds for this project made available under the Environmental Mitigation Trust Agreement for State Beneficiaries resulting from the Settlement in *United States of America v. Volkswagen AG et al.*, Case No. 16-cv-295 (N.D. Cal.) ("DERA Option")

**Tirollo Bus:** DEEP is granting up to \$29,162.50 in FY 2021-2022 State DERA funding to Tirollo Bus. Tirollo Bus has agreed to contribute an estimated additional \$87,487.50 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$116,650.00. Funds for this project will be from the DERA Option under the Environmental Mitigation Trust Agreement for State Beneficiaries resulting from the Settlement in *United States of America v. Volkswagen AG et al.*, Case No. 16-cv-295 (N.D. Cal.).

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

On February 22, 2018, within 30 days of the State being named a Beneficiary, the Connecticut Department of Energy and Environmental Protection (DEEP), the State's Lead Agency as designated in accordance with the requirements specified in Appendix D-3, contacted, by U.S. Post and electronic mail, the U.S. Departments of Agriculture and Interior, as specificed in subparagraph 4.2.8, plus the Bureau of Indian Affairs, the Defense Department and Bureau of Prisons, all of which have lands in the state.

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

The primary goal of Connecticut's 2018 Mitigation Plan is to improve and protect ambient air quality by reviewing, analyzing, and implementing eligible mitigation projects that will support statewide energy, environmental and economic development goals. DEEP's locational criteria for evaluating and selecting projects for State DERA funding have consistently addressed location in EJ communities, which are characterized, in part, by disproportionate air pollution impacts, and nearness to diesel transportation hubs, including ports, rail yards and highways. Consideration is also given to projects that are consistent with state energy and clean transportation policies and to applicants with anti-idling policies. All projects selected in this round of funding operate in EJ communities and meet the locational selection criteria; mitigation funds will be used to decrease the impacts of NO<sub>x</sub> emissions on communities that have historically experienced a disproportionate share of the state's air pollution burden.

Additionally, two grantees, F & G Recycling, and Tirollo Bus, implement anti-idling programs, satisfying preferential criteria as outlined in Connecticut's 2018 Mitigation Plan and during the project selection process.

#### **ATTACHMENT B**

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

#### ATTACHEMENT B

# PROJECT MANAGEMENT PLAN PROJECT SCHEDULE AND MILESTONES DERA OPTION CATEGORY

#### Project Management Plan-Project Schedule and Milestones

Milestone	Date
Connecticut submitted its beneficiary form to US District Court, CA	October 2017
Northern District and to the Trustee	
Connecticut certified as a Designated Beneficiary under the VW Trust	January 29, 2018
Connecticut submitted its final mitigation plan to Wilmington Trust (the	April 26, 2018
Trustee)	
DEEP 2021 DERA informational webinar	November 4, 2021
Request for FY 2021 DERA State Proposals announced	October 28, 2021
Request for FY 2021 DERA State Proposals closing - application deadline	December 17, 2021
FY 2021 DERA awards selected, and notification sent to	May 5, 2022
awardees/recipients	
Recipients enter into contracts, purchase orders	CY 2022 and 2023 Q4, Q1
	(2023)
New engines/vehicles delivered	CY 2023, Q1 – Q2
Recipients submit proof of destruction and scrappage documentation	CY 2023, Q1 – Q2
DEEP receives all required invoices and documentation	Upon completion but no
	later than August 31,
	20231
DEEP reviews, requests corrections, if necessary, certifies project	CY2023, Q3 – Q4
completion, and provides reimbursement.	
DEEP reports to Trustee on status of and expenditures with Mitigation	Within 6 months of first
Actions completed and underway	disbursement; January 30
	and July 30 thereafter

<sup>&</sup>lt;sup>1</sup> To encourage prompt completion of the projects, DEEP included an August 31, 2021, deadline in its solicitation materials, with the expectation that it would take advantage of EPA's Covid-extended project period to grant extensions as needed.

#### **Project Budget – DERA Option**

Budget Category	Total Approved Project Budget	Share of Total Budget Funded by the Trust	Cost Share Paid by Recipient
Expenditure:			•
Cross Sound Ferry – Recipient #1	\$551,120.00	\$220,448.00	\$330,672.00
F & G Recycling – Recipient #2	\$275,296.88	\$123,883.60	\$151,413.28
Tirollo Bus – Recipient #3	\$116,650.00	\$29,162.50	\$87,487.50
Project Totals	\$943,066.88	\$373,494.10	\$569,572.78
Percentage of Total Project Cost	100%	40%³	60%²
DEEP Administrative <sup>1</sup>	\$0	\$0	\$0
<b>Project Totals with DEEP Administrative</b>	\$943,066.88	\$373,494.10	\$569,572.78

<sup>&</sup>lt;sup>1</sup>Subject to Appendix D-2 15% administrative cap.

<sup>&</sup>lt;sup>2</sup>The cost share for diesel-to-diesel replacement projects is 25% from the Trust and 75% paid by the grant recipient. Marine engine replacements are eligible for 40% from the Trust and 60% paid by recipient. Electric replacement projects are eligible for 45% of total project cost, with the recipient's cost share being 55%.

#### PROJECTED TRUST ALLOCATIONS

	2018-2019 (Round 1)	2019 – 2020 (Round 2)	2021 – 2022 (Round 3)	2022 – 2023 (Round 4)	2022 (DOT Round 1)	2022-2023 (FY 21 DERA Option)
Anticipated Annual Project Funding Request to be Paid through the Trust	\$6,147,443.68	\$7,031,231.62	\$1,285,203.82	\$9,464,611.402	\$4,901,169.00	\$373,494.10
2. Anticipated Annual Cost Share	\$12,297,653.09	\$11,563,464.25	\$2,193,056.16	\$5,500,879.38	\$10,172,211.00	\$569,572.78
3. Anticipated Total Project Funding by Year (line 1 + line 2)	\$18,445,096.77	\$18,594,695.87	\$3,478,259.98	\$14,965,490.78	\$15,073,380.00	\$943,066.88
4. Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$0	\$5,772,084.553	\$3,023,287.724	\$865,846.405	\$865,846.405	\$1,656,368.236
5. Current Beneficiary Project Funding to be Paid through the Trust (line 1)	\$6,147,443.68	\$7,031,231.62	\$1,285,203.82	\$9,464,611.40	\$4,901,169.00	\$373,494.10
6. Total Funding Allocated to Beneficiary, inclusive of Current Action by Year (line 4 + line 5)	\$6,147,443.68	\$12,803,316.17	\$4,308,491.54	\$10,330,457.80	\$5,767,015.40	\$2,029,862.33
7. Beneficiary Share of Estimated Funds Remaining in the Trust	\$55,700,000.00	\$49,552,556.32	\$42,521,324.70	\$41,236,120.88	\$31,771,509.48	\$26,870,340.48
8. Net Beneficiary Funds Remaining in Trust, Net of Cumulative Beneficiary Funding Actions (line 7 - line 1) <sup>7</sup>	\$49,552,556.32	\$42,521,324.70	\$41,236,120.88	\$31,771,509.48	\$26,870,340.48	\$26,496,846.38

<sup>&</sup>lt;sup>2</sup> \$9,464,611.40 is the total funding for Round 4; it includes funding for the electric crane and Class 4-8 buses mitigation projects awarded.

<sup>&</sup>lt;sup>3</sup> \$5,772,084.55 is the reimbursement amount paid by the Trust in 2020.

<sup>&</sup>lt;sup>4</sup> \$3,023,287.72 is the reimbursement amount paid by the Trust in 2021.

<sup>&</sup>lt;sup>5</sup> \$865,846.40 is the reimbursement amount paid by the Trust to date in 2022 bringing the cumulative reimbursement amount to date to \$8,997,665.67.

<sup>&</sup>lt;sup>6</sup> \$1,656,368.23 is the reimbursement amount paid by the Trustee between 8/17/22 and 2/2/23.

<sup>&</sup>lt;sup>7</sup> Net beneficiary funds were calculated by subtracting anticipated annual funding requests from beneficiary funds remaining. Including Trustee payments made to date in remaining funds calculation would result in double counting previously awarded funds.

# ATTACHMENT B ELIGIBLE MITIGATION ACTION MANAGEMENT PLANS

### ATTACHMENT B-1

### ELIGIBLE MITIATION ACTION MANAGEMENT PLAN FOR CROSS SOUND FERRY

### **Scope of Work**

**Purpose:** The purpose of this project is to replace three auxiliary generator sets equipped with diesel engines and associated necessary equipment (e.g., vessel electrical subsystems/panel, keel cooler(s)) on a ferry vessel owned by Cross Sound Ferry Services, Inc. (Cross Sound Ferry). Three generator sets equipped with 1983 engine model year (EMY) Caterpillar 3406, Tier 0 diesel-powered auxiliary engines in the *MV Mary Ellen* will be replaced with new generator sets equipped with EMY 2021 John Deere 6090AFM85 or comparable Tier 3 diesel-powered equivalents. The vessel is based out of New London, CT and transits between New London, CT and Orient Point, NY.

The reduction in emissions of the ozone precursor, nitrogen oxides, is critically needed in a state that has recently been reclassified from marginal to moderate with regard the 2015 National Ambient Air Quality Standards (NAAQS) for Ozone. In addition, this vessel operates adjacent to the three counties reclassified from serious to severe with regard to the 2008 NAAQS for Ozone. These reclassifications put increased responsibility on the state to decrease diesel emissions. Finally, the new engine technology will increase operating efficiency and reduce greenhouse gas emissions.

Cross Sound Ferry, shall be responsible for all phases of the project including project management services and materials as needed to complete this project. Completion of the project shall include documentation of the scrappage of the replaced auxiliary engines.

Project Title: Marine Ferry Auxiliary Engine Replacement Project

**Description:** Following execution of this contract, Cross Sound Ferry shall begin providing the services outlined in this Scope of Work and continue to provide services through the completion of the project, which will be no later than August 31, 2023.

#### 1. Funding

The Connecticut Department of Energy and Environmental Protection (DEEP) is granting to Cross Sound Ferry \$220,448.00 made available under the Environmental Mitigation Trust Agreement for State Beneficiaries resulting from the Settlement in *United States of America v. Volkswagen AG et al.*, Case No. 16-cv-295 (N.D. Cal.) ("DERA Option"). Subject to availability, payment to Cross Sound Ferry in DERA Option funds will be made directly by the Wilmington Trust, the trustee for Volkswagen AG, upon DEEP's approval of Cross Sound Ferry's documentation of the completion of the tasks outlined in this Scope of Work. DEEP is not responsible for payment of the DERA Option funds.

#### 2. Work Tasks

The Scope of Work is summarized according to the following four tasks:

Task 1: Planning and Procurement

Task 2: Auxiliary Generator Set/Engines Purchase and Delivery

Task 3: Installation & Completion

Task 4: Provide Updates and Information for Quarterly and Other Reports as Required

#### Task 1: Planning & Procurement

Cross Sound Ferry shall conduct the project, provide oversight and track project progress. To ensure timely completion of the project, Cross Sound Ferry shall provide a work plan with a schedule of expected target dates, milestones, responsible parties and completion dates to achieve specific tasks and accomplishments during the budget and project period. The schedule must be approved by DEEP and incorporated into this Scope of Work.

To meet EPA's new requirements, an eligibility form must be completed for the engine to be replaced. (See Appendix A.) The signed document should be submitted to DEEP for forwarding to EPA.

Cross Sound Ferry agrees to comply with all applicable Federal, State and local laws, rules and regulations, and meet the conditions outlined in the DERA Grant Agreement between DEEP and EPA (Part 3, DERA Grant Conditions, below). Cross Sound Ferry will provide documentation of any payments made in association with the project. The procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit must be approved by the DEEP Commissioner before acquisition.

#### Task 1 Deliverables:

- Approved work plan with project timeline/schedule
- Signed EPA Eligibility Form (Appendix A)
- Summary of procurement process for selecting replacement generator sets/engines and shipyard with copies of bids received
- Summary of criteria used for selecting Vendor and shipyard
- Copy of Purchase Order to the selected Vendor for new auxiliary engines and to the shipyard for installation
- Documentation of any down payments or up-front payments for the engine or shipyard

### Task 2. Auxiliary Generator Sets/Engines Purchase & Delivery:

Cross Sound Ferry shall take delivery of the generator sets/engines and provide DEEP with documentation of the purchase and delivery of the generator sets/engines.

#### Task 2 Deliverables:

- Documentation of delivery of three auxiliary generator sets/engines for the MV Mary Ellen
- Vendor invoice for three generator sets/auxiliary engines and proof of payment for generator sets/engines

#### Task 3. Installation & Completion

Using the shipyard selected through the approved procurement process in Task 1, Cross Sound Ferry shall provide the following services to complete the MV Mary Ellen repower:

- Removal and disposal of the existing Tier 0 auxiliary generator set engines;
- Replaced engines must be rendered inoperable in accordance with EPA requirements for scrappage; this consists of drilling/cutting a 3-inch hole in the engine block;
- Installation of generator sets equipped with EPA- certified Tier 3 auxiliary engines;
- Purchase and installation of necessary associated equipment (e.g., electrical subsystems/panel, keel cooler(s))<sup>1</sup>;
- Evaluation of the vessel's new engine systems; and
- Confirmation that the project is completed.

#### Task 3 Deliverables:

- Shipyard invoice(s) for installation of three auxiliary generator sets equipped with EPA-certified Tier 3 engines
- EPA-required photographic documentation that the replaced auxiliary generator set engines have been rendered inoperable
- Completed copy of EPA Certificate of Engine/Chassis Destruction (Appendix B)
- Confirmation of project completion for the MV Mary Ellen repower and sea trials (if required).
- Invoice requesting payment from DEEP for the MV Mary Ellen repower that satisfies the requirements of Section D-4 of the Mitigation Trust Agreement. (See Item 3 below.)

## Task 4: Provide Updates and Information for Quarterly and Other Reports as Required

Cross Sound Ferry shall provide DEEP with status updates to be included in DEEP's quarterly reports to EPA (See page 7 of the 2021 State DERA Grant Agreement #DS-00A00773-2, Appendix B). Quarterly progress updates will be requested before the 1st of the month following the end of a calendar quarter (i.e.: January 1, 2023, April 1, 2023, July 1, 2023, and October 1, 2023). Cross Sound Ferry will also contribute material necessary for Semi Annual Reports to the VW Trustee (due July 1 and January 1) and a final report to EPA upon completion of the project, which shall be no later than August 31, 2023. Items to be provided may include, but will not be limited to:

- Environmental results;
- Work plan accomplishments;
- Challenges encountered during planning and implementation;
- Emissions reductions;
- Budgetary issues, including funds expended;
- Public relations activities;

<sup>&</sup>lt;sup>1</sup> The shipyard will evaluate the ability of the existing equipment (this may include, but is not limited to, electrical subsystems/panel and keel cooler(s)) to determine whether additional new equipment is needed to fully accommodate the new generator sets. If such equipment is needed, the shipyard will purchase and install. Other materials may be required to fully integrate the new generator sets into the vessel and the shipyard will purchase and install as necessary.

- Technical and identification information for vehicles and engines; and
- Jobs preserved or created.

#### Task 4 Deliverables:

- Status Updates for Quarterly and Semi-Annual Reports
- EPA-required material for Final Report

#### 3. DERA Grant Conditions

Cross Sound Ferry commits to comply with the conditions listed in the 2021 State DERA Grant Agreement # DS-00A00773-2 between DEEP and EPA, which is attached as Appendix C. Invoices for reimbursement must satisfy the requirements for Beneficiary Eligible Mitigation Action Certification found in Appendix D-4 to VW's Mitigation Trust Agreement, which is attached as Appendix D.

#### 4. Submission of Materials

For the purposes of this Scope of Work, all correspondence, summaries, reports, products and requests shall be submitted to:

Kaitlin Stern
Department of Energy and Environmental Protection
Bureau of Air Management
79 Elm Street
Hartford, CT 06106-5127
E-Mail: Kaitlin.Stern@ct.gov

#### 5. Extensions/Amendments

Formal written amendment of this agreement is required for any material changes to the terms and conditions specifically stated in the original agreement and any prior amendments.

The Project must be completed as soon as possible, but no later than August 31, 2023.

#### 6. Budget and Schedule of Payments

Payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Purchase Order and shall be scheduled as follows, provided that the total sum of all payments shall not exceed \$220,448.00.

#### **Budget and Schedule of Payments**

		Budget			
Task & Deliverables	Task Delivery Date	Project Total	Cross Sound Ferry Cost-Share Paid	CT State DERA	
Planning & Procurement:     Approved work plan with project timeline/schedule     Signed EPA Eligibility Form     Summary of procurement process for selecting replacement engines and shipyard with copies of bids received     Summary of criteria used for selecting Vendor and shipyard	November 2022	\$0	\$0	\$0	
<ul> <li>Copy of Purchase Order to the selected Vendor for the new auxiliary engines and to the shipyard for the installation</li> <li>Documentation of any down payments or up-front payments</li> </ul>	November 2022	\$0			
Auxiliary Generator Sets/Engines Purchase & Delivery     Documentation of delivery of auxiliary generator sets/engines for the MV Mary Ellen     Vendor Invoice for auxiliary generator sets/engines and proof of payment for generator sets/engines	November 2022- January 2023	\$261,606.00	\$261,606.00	\$0	
<ul> <li>3. Installation &amp; Completion         <ul> <li>Shipyard Invoice(s) for installation of auxiliary generator sets equipped with EPA-certified Tier 3 engines</li> <li>EPA-required photographic documentation that the replaced auxiliary engines have been rendered inoperable</li> <li>Completed copy of EPA Certificate of Engine/Chassis Destruction</li> <li>Confirmation of project completion for the MV Mary Ellen repower and sea trials (if required)</li> </ul> </li> </ul>	January 2023- August 2023	\$289,514.00	\$289,514.00		
Invoice Requesting payment from DEEP for the MV Mary     Ellen repower under the grant	August 31, 2023		-\$220,448.00	\$220,448.00	
4. Provide Updates and Information for EPA Quarterly, VW Semi-Annual and Other Reports (See page 7 of Attachment B for required dates)  Updates for Sixth Quarter Report and Semi-Annual Report  Updates for the Seventh Quarter Report  Updates for Eighth Quarter Report and Semi-Annual Report  Updates for Ninth Quarter Report  EPA-required material for Final Report (upon completion but no later than 8/31/23)	01/01/23 04/01/23 07/01/23 10/01/23 8/31/23	\$0	\$0	\$0	
Total:		\$551,120.00	\$330,672.00	\$220,448.00	

Payment for each task referenced above cannot exceed the budgeted amount for each task. Total Payment shall not exceed a maximum of \$220,448.00, which shall constitute full and complete compensation from the DEEP for the early replacement of three auxiliary engines. The total sum of all payments shall not exceed total funds committed by DEEP.

Payment is contingent upon completion of the tasks outlined in this Scope of Work and providing documentation of compliance with the 2021 State DERA Grant Agreement # DS-00A00773-2 between DEEP and EPA, which is attached as Appendix C. Reimbursement is also contingent upon providing the information needed by DEEP to meet the requirements for Beneficiary Eligible

Mitigation Action Certification found in Appendix D-4 to VW's Mitigation Trust Agreement, which is attached as Appendix D.

Signature, Cross Sound Ferry, LLC, Authorized

Representative

Typed Name: Richard MacMurray,

MacMurray Vice President

Date

Signature, DEEP Assigned

Project Manager

Kaitlin Stern

12/28/2022

Typed Name: Kaitlin A. Stern

Date

# ATTACHMENT B-2 ELIGIBLE MITIATION ACTION MANAGEMENT PLAN FOR F & G RECYLING

#### SCOPE OF WORK

**Purpose:** The purpose of this project is to replace, for F & G Recycling, LLC (F & G Recycling), one diesel-powered yard spotter, VIN 4LMBB21135L017000, that has an engine model year (EMY) 2005 Cummins model B5.9-173c engine, engine serial nmber (ESN) 4653556. The replacement will be a MY 2023 EV equivalent. Grant funding will include the electric vehicle charging infrastructure. The yard spotter will operate in Waterbury, CT, an environmental justice community. Because of the electric-powered replacement and technology advances on the new yard spotter, the project will enhance air quality by reducing engine emissions and decreasing fuel consumption. The reduction in emissions of the ozone precursor, nitrogen oxides, is critically needed in a state that has recently been reclassified from marginal to moderate with regard the 2015 National Ambient Air Quality Standards (NAAQS) for Ozone. In addition, Waterbury is in New Haven County, one of three counties reclassified from serious to severe with regard to the 2008 NAAQS for Ozone. These reclassifications put increased responsibility on the state to decrease emissions.

F & G Recycling shall be responsible for all phases of the project including project management services and materials as needed to complete this project. The project shall also require documentation of the scrappage of the replaced yard spotter.

Project Title: Replacement of diesel yard spotter with electric yard spotter

**Description:** Following issuance of this purchase order, F & G Recycling shall begin providing the services outlined in this Scope of Work and continue to provide services through the completion of the project, which will be no later than June 30, 2023.

#### 1. Funding:

The Connecticut Department of Energy and Environmental Protection ("DEEP") is granting \$123,883.60to F & G Recycling in funds made available under the Environmental Mitigation Trust Agreement for State Beneficiaries resulting from the Settlement in *United States of America v. Volkswagen AG et al.*, Case No. 16-cv-295 (N.D. Cal.) ("DERA Option"). Subject to availability, payment to F & G Recycling of DERA Option funds will be made directly by the Wilmington Trust, the trustee for Volkswagen AG, upon DEEP's approval of F & G Recycling's documentation of the completion of the tasks outlined in this Scope of Work DEEP is not responsible for payment of the DERA Option funds.

F & G Recycling has agreed to contribute an estimated additional \$151,413.28 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$275,296.88. Payment is contingent upon documentation of the completion of the tasks outlined in this Scope of Work.

#### 2. Work Tasks

The Scope of Work is summarized according to the following four tasks:

Task 1: Planning and Procurement

Task 2: Delivery and Installation of Electric Vehicle Charging Infrastructure

Task 3: Delivery and Scrappage of Yard Spotter

Task 4: Provide Updates and Information for Quarterly and Other Reports as Required

#### Task 1: Planning and Procurement:

F & G Recycling shall conduct the project, provide oversight and track project progress. To ensure timely completion of the project, F & G Recycling shall provide a work plan with a schedule of expected target dates, milestones, responsible parties and completion dates to achieve specific tasks and accomplishments during the budget and project period. The schedule must be approved by DEEP and incorporated into this Scope of Work.

To meet EPA's new requirements, an eligibility form must be completed and for the vehicle to be replaced (Appendix C). The signed document should be submitted to DEEP for forwarding to EPA.

F & G Recycling may use their own procurement processes to identify possible vendors for the purchase of the yard spotter. However, those procurement procedures must reflect all applicable Federal, State and local laws, rules and regulations and meet the conditions outlined in the DERA Grant Agreement between DEEP and EPA (see Part 3, Grant Conditions, below). F & G Recycling will provide documentation of any payments made in association with the project. The procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit must be approved by the DEEP Commissioner before acquisition.

#### Task 1 Deliverables:

- Approved work plan with project timeline/schedule
- Signed EPA Eligibility Form (Appendix C)
- Summary of criteria used for selecting Vendor and name of Vendor selected
- Copy of Purchase Order issued for new yard spotter
- Documentation of any down payments or other up-front payments made for the project

## Task 2: Delivery and Installation of Electric Vehicle Supply Equipment (EVSE):

After selecting a vendor (if different from the EV yard spotter vendor) and issuing a Purchase Order, F & G Recycling shall take delivery of the EVSE and have it installed at its Waterbury location.

F & G Recycling shall submit to DEEP an invoice for payment, along with confirmation that the installation of the EVSE has been completed. Confirmation shall consist of photographs of the installed unit and a signed statement in the invoice or payment request letter. This may be combined with the invoice and deliverables for the yard spotter replacement.

#### Task 2 Deliverables:

- Invoices from the Vendor/Contractor for delivery and installation of the EVSE, along with documentation of payment to Vendor/Contractor
- An invoice to DEEP, for reimbursement under the grant, that satisfies the requirements of Section D-4 of the Mitigation Trust Agreement. (See Item 3 below.)

## Task 3: Delivery of New Yard Spotter and Scrappage of Replaced Yard Spotter, Completion of Project:

After selecting a Vendor and issuing a Purchase Order for the new yard spotter, F & G Recycling will track the progress of the manufacturing and outfitting of the new yard spotter for its intended use. When that process is complete, F & G Recycling shall take delivery of the vehicle.

F & G Recycling shall render the replaced vehicle and its engine inoperable, in accordance with EPA requirements for scrappage under the DERA grant. This can include cutting the frame and drilling a 3-inch hole in the engine or performing other procedures to render the vehicle inoperable.

Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g., plow blades, shovels, seats, tires, etc.). If scrapped or salvaged engine, vehicle, equipment, or parts are to be sold, program income requirements apply.

F & G Recycling shall provide documentation that the vehicle has been scrapped; this includes EPA's Certificate of Destruction (Appendix F) and the following photos: 1) the VIN plate, 2) the engine serial number plate, 3) the engine before and after drilling and 4) the yard spotter before and after cutting the chassis. F & G Recycling shall submit to DEEP an invoice for payment, along with confirmation that the project has been completed.

#### Task 3 Deliverables:

- Invoice from the Vendor for delivered yard spotter and documentation of payment to Vendor
- EPA-required photographic scrappage documentation for the replaced yard spotter
  - o VIN plate
  - o Engine plate showing serial number
  - o Side profile of vehicle before destruction
  - o Cut chassis rails
  - o Engine block before drilling
  - o Engine block with 3-inch diameter hole
- Completed copy of EPA Certificate of Engine/Chassis Destruction (Appendix F)
- Receipt for scrap value or other income from the scrapped vehicle, if applicable
- Delivery Confirmation (Certificate of Origin and photos of the new yard spotter, along with its VIN and engine plates)
- Confirmation that the project is completed and that the yard spotter is operating satisfactorily for its intended use

> An invoice to DEEP for reimbursement under the grant, that satisfies the requirements of both EPA and Section D-4 of the Mitigation Trust Agreement. (See Item 3 below.)

#### Task 4: Provide Updates and Information for Quarterly and Other Reports as Required.

F & G Recycling shall provide DEEP with status updates to be included in DEEP's quarterly reports to EPA. Quarterly progress updates will be requested before the 1st of the month following the end of a calendar quarter (i.e., July 1, 2022, October 1, 2022, January 1, 2023, April 1, 2023, and July 1, 2023). F & G Recycling shall contribute EPA-required material for the final report upon completion of the project, which shall be as soon as possible but no later than June 30, 2023. Items to be provided may include, but will not be limited to:

- Environmental results;
- Work plan accomplishments;
- Challenges encountered during planning and implementation;
- Emissions reductions;
- Budgetary issues, including funds expended;
- Public relations activities;
- · Technical and identification information for vehicles and engines; and
- Jobs preserved or created;
- Additional Information as may be requested to meet Requirements of the Mitigation Trust Agreement.

#### Task 4 Deliverables:

- Status Updates for Quarterly Reports
- EPA-required material for Final Report

#### 3. DERA Grant Conditions

F & G Recycling commits to complying with the administrative conditions listed in the 2021 State DERA Cooperative Agreement # DS 00A00773, between DEEP and EPA, which is attached as Appendix D. Invoices for reimbursement must satisfy the requirements for Beneficiary Eligible Mitigation Action Certification found in Appendix D-4 to VW's Mitigation Trust Agreement, which is attached as Appendix E.

#### 4. Submission of Materials:

For the purposes of this Scope of Work, all correspondence, summaries, reports, products and requests shall be submitted to:

Patrice Kelly Department of Energy and Environmental Protection Bureau of Air Management

> 79 Elm Street Hartford, CT 06106-5127 E-Mail: patrice.kelly@ct.gov

All **invoices** must include the Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division Accounts Payable 79 Elm Street Hartford, CT 06106-5127 E-Mail: DEEP.AccountsPayable@ct.gov

#### 5. Extensions/Amendments:

Formal written amendment of this agreement is required for any material changes to the terms and conditions specifically stated in the original agreement and any prior amendments.

The Project must be completed as soon as possible, but no later than June 30, 2023.

### BUDGET AND SCHEDULE OF PAYMENTS

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this grant and shall be scheduled as follows, provided that the total sum of all payments shall not exceed \$123,883.60.

	W 1 2 2 2	Task Delivery	Estimated Budget			
	Task & Deliverables	Date	Project Total	F & G Recycling Cost-Share		
•	Planning & Procurement:  Approved work plan with project timeline/schedule Signed EPA Eligibility Form Summary of procurement process for selecting replacement yard spotter Summary of criteria used for selecting Vendor from DAS list and names of Vendors selected	June-July 2022				
6	Copy of Purchase Order issued for new yard spotter Documentation of any advance payments if applicable	June-August 2022			CONTRACTOR	
Tas	sk 2: Delivery and Installation of EVSE: Invoices from the Vendor/Contractor for delivery and installation of the EVSE along with documentation of payment to Vendor/Contractor An invoice to DEEP, for simply request, which the	Sept 2022-Jan. 2023	\$6,000.00	\$6,000.00		
	An invoice to DEEP, for reimbursement under the grant, that satisfies the requirements of Section D-4 of the Mitigation Trust Agreement.	Sept. 2022-Jan. 2023		-\$2,700.00	\$2,700.00	
s. D	elivery of New Yard spotter, Scrappage of Replaced Yard potter, Completion of Project Invoice from the Vendor for delivered yard spotter and documentation of payment to Vendor	, JanMarch 2023,	\$269,296.88	\$269,296.88	NAME OF THE OWNER, ASSESSMENT OF THE OWNER, AS	
•	EPA-required photographic scrappage documentation for replaced yard spotter  Completed copy of EPA Certificate of Engine/Chassis Destruction  Receipt for scrap value or any other income from the scrapped yard spotter, if applicable  Confirmation that the project is completed and that the yard spotter is operating satisfactorily for its intended use  An invoice to DEEP for reimbursement under the grant, that satisfies the requirements of Section D-4 of the Mitigation Trust Agreement.	June 30, 2023		-\$121,183.60	\$121,183.60	
R	ovide Updates and Information for Quarterly and Other eports	07/04/22				
•	Status Update for Third Quarter Report Status Update for Fourth Quarter Report Status Update for Fifth Quarter Report Status Update for Sixth Quarter Report EPA-required material for Final Report (upon completion but no later than06/30/23)	07/01/22 10/01/22 01/01/23 04/01/23 07/01/23 06/30/23				
	Total:		\$275,296.88	\$151,413.28	\$123,883.60	

Payment for each task referenced above cannot exceed the budgeted amount for each task. Total payment shall not exceed a maximum of \$123,883.60, which shall constitute full and complete compensation from the Wilmington Trust for the replacement of one diesel yard spotter. The total sum of all payments shall not exceed total funds committed by DEEP.

Payment is contingent upon completion of the tasks outlined in this Scope of Work and providing documentation of compliance with the 2021 State DERA Cooperative Agreement #DS 00A00773 between DEEP and EPA, which is attached as Appendix D. Reimbursement is also contingent upon providing the information needed by DEEP to meet the requirements for Beneficiary Eligible Mitigation Action Certification found in Appendix D-4 to VW's Mitigation Trust Agreement (Appendix E).

Signature, F & G Recycling's Authorized Representative

Typed Name: Eric Fredericks

Date

Signature, DEEP Assigned

Project Manager

Typed Name: Patrice P. Kelly

Date

# ATTACHMENT B-3 ELIGIBLE MITIATION ACTION MANAGEMENT PLAN FOR TIROLLO BUS

#### Scope of Work

**Purpose:** The purpose of this project is to replace, for Tirollo Bus Company, LLC (Tirollo Bus), one model year 2008, diesel-powered Freightliner school bus, listed below, with a MY 2024 Integrated CE S (PB105) bus powered by a 2021 EMY Cummins B6.7 250 diesel engine. The bus is used to transport students in and around Orange, CT.

Vehicle Class	Engine Make	Engine Model	Engine Model Year	Model Number(VIN) Number(VIN)	
School Bus	Mercedes	GM926 LA	2008	4UZABRDKX8CZ46756	926961S000461

Because of the technology advances on the new school bus, the project will enhance air quality by reducing engine emissions and decreasing fuel consumption. The reduction in emissions of the ozone precursor, nitrogen oxides, is critically needed in a state that has recently been reclassified from marginal to moderate with regard the 2015 National Ambient Air Quality Standards (NAAQS) for Ozone. In addition, Orange is in New Haven County, one of three counties reclassified from serious to severe with regard to the 2008 NAAQS for Ozone. These reclassifications put increased responsibility on the state to decrease emissions.

Tirollo Bus shall be responsible for all phases of the project including project management services and materials as needed to complete this project. The project shall also require documentation of the scrappage of the replaced school bus.

#### Project Title: Replacement 2008 Project

**Description:** Following issuance of this purchase order, Tirollo Bus shall begin providing the services outlined in this Scope of Work and continue to provide services through the completion of the project, which will be no later than August 31, 2023.

#### 1. Funding:

The Connecticut Department of Energy and Environmental Protection (DEEP) is granting up to \$29,162.50 in FY 2021-2022 State Diesel Emission Reduction Act (DERA) funding to Tirollo Bus, the grantee. Tirollo Bus has agreed to contribute an estimated additional \$87,487.50 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$116,650.00. Funds for this project will be from the DERA Option under the Environmental Mitigation Trust Agreement for State Beneficiaries resulting from the Settlement in *United States of America v. Volkswagen AG et al.*, Case No. 16-cv-295 (N.D. Cal.). Payment will be made directly by the Wilmington Trust, the trustee for Volkswagen AG. Payment by Wilmington Trust is contingent upon DEEP's approval of Tirollo's documentation of the completion of the tasks outlined in this Scope of Work.

#### 2. Work Tasks

The Scope of Work is summarized according to the following three tasks:

Task 1: Planning and Procurement

Task 2: Delivery and Scrappage

Task 3: Provide Updates and Information for Quarterly and Other Reports as Required

#### Task 1: Planning and Procurement:

Tirollo Bus shall conduct the project, provide oversight and track project progress. To ensure timely completion of the project, Tirollo Bus shall provide a work plan with a schedule of expected target dates, milestones, responsible parties and completion dates to achieve specific tasks and accomplishments during the budget and project period. The schedule must be approved by DEEP and incorporated into this Scope of Work.

Tirollo Bus may use its own procurement processes to identify possible vendors for the purchase of the school bus. However, those procurement procedures must reflect all applicable Federal, State and local laws, rules and regulations, and meet the conditions outlined in the DERA Grant Agreement between DEEP and EPA (Part 3. DERA Grant Conditions below). Tirollo Bus will provide documentation of any payments made in association with the project. The procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit must be approved by the DEEP Commissioner before acquisition.

#### Task 1 Deliverables:

- Approved work plan with project timeline/schedule
- Signed EPA Eligibility Form (Appendix A)
- Summary of criteria used for selecting Vendor(s) (lowest cost not required)
- Copy of Purchase Order(s) issued for the new school bus
- Documentation of any down payments or other up-front payments made for the project

## Task 2: Delivery of New School Bus and Scrappage of Replaced School Bus Completion of Project:

After selecting a Vendor and issuing a Purchase Order for the new school bus, Tirollo Bus will track the progress of the manufacturing and outfitting of the new school bus for its intended use. When that process is complete, Tirollo Bus shall take delivery of the vehicle.

Tirollo Bus shall render the replaced vehicle, and the engine inoperable, in accordance with EPA requirements for scrappage under the DERA grant. This can include cutting the frame and drilling a 3-inch hole in the engine or performing other EPA-approved procedures to render the vehicle inoperable.

Equipment and vehicle components that are not part of the engine or chassis may be salvaged from the units being replaced (e.g. plow blades, shovels, seats, tires, etc.). If scrapped or salvaged engine, vehicle, equipment, or parts are to be sold, program income requirements apply.

Tirollo Bus shall provide documentation that the vehicle has been scrapped; this includes EPA's Certificate of Destruction (Appendix B) and the following photos: 1) the VIN plate, 2) the engine serial number plate, 3) the engine before and after drilling and 4) the school bus before and after cutting the chassis. Tirollo Bus shall submit to DEEP an invoice for payment, along with confirmation that the project has been completed.

#### Task 2 Deliverables:

- Invoice from the Vendor for delivered school bus and documentation of payment to Vendor
- EPA-required photographic scrappage documentation for replaced school bus
  - o VIN plate
  - o Engine plate showing serial number
  - o Side profile of vehicle before destruction
  - o Cut chassis rails
  - o Engine block before drilling
  - o Engine block with 3-inch diameter hole
- Completed copies of EPA Certificate of Engine/Chassis Destruction
- Receipt for scrap value or other income from the scrapped vehicle, if applicable
- Delivery Confirmation (Certificate of Origin and photos: new bus profile, VIN plate and engine plate)
- Confirmation that the project is completed and that the new school bus is operating satisfactorily for its intended use
- An invoice to DEEP for reimbursement under the grant that satisfies the requirements of Section D-4 of the Mitigation Trust Agreement (See Item 3 below.)

#### Task 3: Provide Updates and Information for Quarterly and Other Reports as Required.

Tirollo Bus shall provide DEEP with status updates to be included in DEEP's quarterly reports to EPA and Semi-Annual Reports to Wilmington Trust. Quarterly progress updates will be requested before the 1st of the month following the end of a calendar quarter (i.e., January 1, 2023, April 1, 2023 and July 1, 2023). Tirollo Bus will also contribute material necessary for a final report to EPA upon completion of the project, which shall be as soon as possible but no later than August 31, 2023. Items to be provided may include, but will not be limited to:

- Environmental results;
- · Work plan accomplishments;
- Challenges encountered during planning and implementation;
- Emissions reductions;
- · Budgetary issues, including funds expended;
- · Public relations activities;

- · Technical and identification information for vehicle and engines; and
- Jobs preserved or created.

#### Task 3 Deliverables:

- Status Updates for Quarterly Reports
- EPA-required material for Final Report

#### 3. DERA Grant Conditions

Tirollo Bus commits to comply with the administrative conditions listed in the 2021 State DERA Cooperative Agreement #DS 00A00773 - 3, between DEEP and EPA, which is attached as Appendix C. Invoices for reimbursement must satisfy the requirements for Beneficiary Eligible Mitigation Action Certification found in Appendix D-4 to VW's Mitigation Trust Agreement, which is attached as Appendix D.

#### 4. Submission of Materials:

For the purposes of this Scope of Work, all correspondence, summaries, reports, products and requests shall be submitted to:

Patrice Kelly
Department of Energy and Environmental Protection
Bureau of Air Management
79 Elm Street
Hartford, CT 06106-5127
E-Mail: patrice.kelly@ct.gov

All **invoices** must include the PO #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division Accounts Payable 79 Elm Street Hartford, CT 06106-5127

#### 5. Extensions/Amendments:

Formal written amendment of this agreement is required for any material changes to the terms and conditions specifically stated in the original agreement and any prior amendments.

The Project must be completed as soon as possible, but no later than August 31, 2023.

#### 6. Budget and Schedule of Payments:

Payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, and shall be scheduled as follows, provided that the total sum of all payments shall not exceed \$29,162.50.

#### **Budget and Schedule of Payments**

Task & Deliverables		Task	Estimated Budget			
		Delivery Date	Project Total	Tirollo Bus Cost- Share	CT State DERA	
1.1	Planning & Procurement:  Approved work plan with project timeline/schedule Signed EPA Eligibility Form Summary of criteria used for selecting Vendor from DAS list and names of Vendors selected	September- October 2022	\$0	\$0	\$0	
•	Copy of Purchase Order issued for new school bus Documentation of any advance payments if applicable	September- November 2022	\$0	\$0	\$0	
	Delivery of New School bus, Scrappage of Replaced School bus, Completion of Project Invoice from the Vendor for delivered school bus and documentation of payment to Vendor	Aug 15, 2023	\$116,650.00	\$116,650.00	\$0	
	EPA-required photographic scrappage documentation for replaced school bus Completed copy of EPA Certificate of Engine/Chassis Destruction Receipt for scrap value or any other income from the scrapped school bus if applicable Delivery Confirmation Confirmation that the project is completed and that the school bus is operating satisfactorily for its intended use An invoice to DEEP for reimbursement under the grant	August 31, 2023	\$0	-\$29,162.50	\$29,162.50	
	Provide Updates and Information for Quarterly and Other Reports Status Update for Fifth Quarter Report Status Update for Sixth Quarter Report Status Update for Seventh Quarter Report EPA-required material for Final Report (upon completion but no later than 08/31/23)	01/01/23 04/01/23 07/01/23 08/31/23	\$0	\$0	\$0	
	Total:		\$116,650.00	\$87,487.50	\$29,162.50	

Payment for each task referenced above cannot exceed the budgeted amount for each task. Total Payment shall not exceed a maximum of \$29,162.50, which shall constitute full and complete compensation from the DEEP for the scrappage and the early replacement of a MY 2008 diesel-powered school bus with a MY 2024 diesel-powered school bus. The total sum of all payments shall not exceed total funds committed by DEEP.

Payment is contingent upon completion of the tasks outlined in this Scope of Work and providing documentation of compliance with the 2021-2022 State DERA Cooperative Agreement #DS

00A00174-3 between DEEP and EPA, which is attached as Appendix C. Reimbursement is also contingent upon providing the information needed by DEEP to meet the requirements for Beneficiary Eligible Mitigation Action Certification found in Appendix D-4 to VW's Mitigation Trust Agreement.

Joseph M. Tirollo, Jr., Member

Signature, Tirollo Bus Company's Authorized Representative

Typed Name:

02/20/2023

Date

Signature, DEEP Assigned Project Manager

Typed Name: Patrice P. Kelly

Date

#### **ATTACHMENT C**

# $\frac{\textbf{DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION}{\underline{\textbf{IMPLEMENTATION}}}$

#### **ATTACHMENT C**

## <u>DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION</u> <u>IMPLEMENTATION</u>

The Connecticut Department of Energy and Environmental Protection (DEEP) will provide detailed reporting on the Category 10 – Diesel Emissions Reduction Act (DERA) Option vehicle replacement project in three ways:

- 1. Timely updates to DEEP's Volkswagen (VW) Settlement Information Webpage,
- 2. Connecticut's semiannual reporting obligation to Wilmington Trust (the "Trustee"), and
- 3. Quarterly reports submitted to the Environmental Protection Agency (EPA)

Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries details Connecticut'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 subbeneficiaries 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."

DEEP shall, in the semiannual report following the Trustee's initial disbursement of funds as directed by DEEP, 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 the projects under this Eligible Mitigation Action.

Finally, one of the requirements of the FY2021 DERA State Clean Diesel Grant Program is the timely submissions of quarterly reports to EPA. DEEP will submit these reports to EPA and they will also be included in the semiannual reports that DEEP provides to the Trustee.

# ATTACHMENT D

# <u>DETAILED COST ESTIMATES FROM SELECTED OR POTENTIAL VENDORS FOR EACH PROPOSED EXPENDITURE EXCEEDING \$25,000</u>

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

## **Cross Sound Ferry Replacement of Three (3) Marine Engines (Attachment D-1)**

Engine Type	Engine Make	Engine Model	Model year (MY)	Fuel	Cost
Auxiliary	John Deere	6090AFM85	2021	Diesel	\$183,706.66
Auxiliary	John Deere	6090AFM85	2021	Diesel	\$183,706.67
Auxiliary	John Deere	6090AFM85	2021	Diesel	\$183,706.67
Total					\$551,120.00

## F & G Recycling EV Replacement of a Yard Spotter with EVSE (Attachment D-2)

Vehicle Class	Vehicle Type	Engine Make	Engine Model	Model year (MY)	Fuel	Cost of Vehicle	Cost of EVSE with installation	Total Cost with EVSE
Non- road	Terminal Truck	Orange EV	Electric motor with integrated drive train	2023	Electric	\$269,296.88	\$6,000.00	\$275,296.88

## Tirollo Bus Replace one (1) School Bus (Attachment D-4)

Vehicle Class	Vehicle Type	Engine Make	Engine Model	Model year (MY)	Fuel	Cost
77-Passenger	School Bus	Cummins	B6.7 250	2024	Diesel	\$111,861.79

See attached vendor cost estimates for the grantees.

# ATTACHMENT D-1 VENDOR ESTIMATE FOR CROSS SOUND FERRY

## **Richard MacMurray**

From:

Bill Haries

Sent:

Thursday, September 23, 2021 10:09 AM

To:

Richard MacMurray

Subject:

FW: Quotation - Gen Set Options

**Attachments:** 

J3M0902K9-PRP REV-- Miller Launch.pdf; 6090AFM85\_E\_60HZ.pdf

From: Jay Gallup <jay@riengine.com>

Sent: Thursday, September 23, 2021 8:19 AM To: Bill Harjes <a href="mailto:sill@longislandferry.com">subject: Quotation - Gen Set Options</a>

Mary Ellen GEN Sels

Bill,

Here is the quote with option adders, any questions let me know. Your cost and availability is as follows:

## John Deere - 200KWe Marine Gen Set

- EPA Tier III Marine Emission Certified
- Keel Cooled

### Included Components

John Deere 6090AFM85, 12 VDC/ISO Grd

Delete Kit - Batt Charging Alternator

High Press Return Alarm/Shutdown

Water Cooled Exhaust Manifold and Turbo

Exhaust Elbow - Dry

Engine Mounted Primary Fuel Filter /Water separator

Engine Mount Secondary Fuel Filter

Engine Display Panel – (See Options)

Closed Crank Vent System with Air Filter

### **Marathon Mariner**

- Model 432PSL6260
- 200 KWe 208 VAC, 3P, 60Hz, Rated 95/50 degree C,
- PMG/PM500Volt Regulator
- Sub-base with Vibration Mounts between engine/Generator and Base

### Included

- 2 yr/2000 hours Engine warranty
- Load Test prior to shipment. (Customer Witness Test)
- Engine Tech Data Sheets

## Above Package Cost Options

By December 2021 ..... 56,400.00

By April 2022 ...... 59,225.00

### **OPTIONS**

1. 6090AFM85 24V, K/C Gen Drive, Includes Gen II Harnesses,, Relays, Interconnects, etc. (Bobtail)

Man Elle

2. Subbase Kit Includes: Front Legs, Vibration Isolators and Cross Member. (Marathon 400 Series Frame)

3. Basler DGC2020 Kit, Includes: Additional Contacts, CTs, Mount Bracket

Cost thru April 2022 ...... 2,720.00

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42,325 × 3 1305 × 3 2720 × 3 9065 × 3 126,975 3915 8160 27,195

\$ 166,245

nexter

# **Richard MacMurray**

From:

Bill Harjes

Sent:

Thursday, September 23, 2021 10:09 AM

To:

Richard MacMurray

Subject:

FW: Update

From: Jay Gallup <jay@riengine.com>

Sent: Thursday, September 23, 2021 8:33 AM To: Bill Harjes <bill@longislandferry.com>

Subject: Update

Bill,

I forgot the double wall fuel line option on the genset quote.

Update to OPTIONS - Include the Double Wall Lines and Blankets

Your cost (Installed) ...... ADD: 9,065.00/Engine.

X3

### Get Outlook for iOS

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September 23, 2021

Bill Harjes Cross Sound Ferry Services, Inc. 2 Ferry Street New London, CT 06320

RE: Cost Estimate for Mary Ellen Generator Set Installation

Dear Bill,

As a follow-up to our conversation earlier, the cost estimate to install three John Deere auxiliary generator sets on the ferry vessel Mary Ellen is \$207,200. This cost is inclusive of labor, materials and drydock charges.

Please let me know if you have any questions about the estimate.

Sincerely,

Adam Wronowski

Adam Wronowski Vice President

> 2 Ferry Street P.O. Box 791 New London, CT 06320 (860) 442-5349 www.thamesshipyard.com

An Affirmative Action / Equal Opportunity Employer

# ATTACHMENT D-2 VENDOR ESTIMATE FOR F & G RECYCLING



Orange EV LLC 5710 NW 41st Street Riverside, MO 64150

# Quote

Date	Quote #
12/8/2021	1002327

Bill To

F&G Recycling LLC 15 Mullen Road Enfield, CT 06082 Attn: Eddie Malley

Ship To	
Murphy Road Recycling 19 Wheeler Street New Haven, CT 06512	

### QUOTE VALID FOR 30 DAYS

Description	Qty	U/M	Cost	Total
T-Series Electric Terminal Truck, Standard Duty- New	1	ea	244,950.00	244,950.00T
Configuration: Off-Road Vehicle	1	ea	0.00	T00.0
Configuration: Offboard Charging, Standard Charging	1	ea	0.00	0.00T
Optional Equipment: Offboard 480v Enhanced Charge Cabinet (22kW)	1	ea	6,000.00	6,000.00T
Configuration: 18 MPH/Higher Torque Axle	1	ea	0.00	T00.0
Standard Orange EV Warranty	1	ea	0.00	0.00
Optional Equipment: Fleet Information Management System (FIMS)	1	ea	0.00	0.00T
Optional Equipment: Tire Pressure Monitoring System	1	ea	0.00	T00.0
Optional Equipment: Enhanced Mirror Package	1	ea	0.00	T00.0
Optional Equipment: Driver Actuated Rear Axle Differential Lock	1	ea	500.00	500.00T
Optional Equipment: Trailer Stops	1	pr	500.00	500.00T
Optional Equipment: Seat Belt Safety Config (limp mode unless engaged)	1	ea	0.00	0.00T
Optional Lighting Equipment: Always On Lighting (beacon, marker, and headlights)	1	ea	100.00	100.00T
Optional Equipment: Coiled Air Hoses	1	pr	0.00	T00.0
Optional Equipment: Winter Package - Heated Seat, Addl Ceramic heaters, Prem Hyd Fluid	1	ea	1,000.00	1,000.00T
Optional Equipment: 5th Wheel FW-35TT Upgrade	1	ea	0.00	T00.0
Optional Paint Color: Cab TBD	1	ea	0.00	T00.0
Optional Paint Color: Grab Handles & Decking TBD	1	ea	0.00	T00.0
Optional Equipment: Bumper Magnet	1	ea	700.00	700.00T
Optional Equipment: Galvanized Frame	1	ea	3,000.00	3,000.00T
Optional Service: Estimated Transport (to be reimbursed by customer) with adjustment to actual cost	1	ea	2,500.00	2,500.00
\$64,187.50 due at order, reaminder due at delivery.	S	ubtota	I	
	S	ales T	ax (6.25%)	
	Total			
Page 1				



Orange EV LLC 5710 NW 41st Street Riverside, MO 64150

# Quote

Date	Quote #
12/8/2021	1002327

Bill To
F&G Recycling LLC
15 Mullen Road
Enfield, CT 06082
Attn: Eddie Malley

Ship To

Murphy Road Recycling
19 Wheeler Street
New Haven, CT 06512

### QUOTE VALID FOR 30 DAYS

Description	Qty	U/M	Cost	Total
Taxes:  1 Federal Excise Tax (FET) EXEMPT per Revised Rule 70-8, Section 48.4061(a)-1(d)  2 Applicable State/Local Tax will be confirmed at sale  3 Taxes may be based on Pre Incentive Sale Price  4 ICC/MC exemptions may apply; consult your tax advisor				
\$64,187.50 due at order, reaminder due at delivery.	s	ubtota	I	USD 259,250.00
	S	Sales Tax (6.25%)		USD 16,046.88
	Т	otal		USD 275,296.88

### **Orange EV T-Series Pure Electric Terminal Truck Solution - Purchase Terms and Conditions**

These terms and conditions apply to the purchase of Orange EV vehicle(s) by Customer ("Customer") described in the attached invoice. Any changes to these terms will be agreed mutually in writing.

- 1. **Approval of Vehicles for Remanufacture**. If a remanufacture, the vehicles to be remanufactured must be approved in writing by Orange EV and delivered by Customer to Orange EV in the same condition as when previously approved.
- 2. **Cost of Transport**. Customer is responsible for cost of transporting vehicles approved by and delivered to Orange EV for remanufacture, as well as finished vehicles, both new and remanufactured delivered to Customer.
- 3. Work Start. Work to produce Customer vehicles may commence when:
  - a. approved donor vehicle has been received at Orange EV (original truck(s) submitted for remanufacture).
  - b. initial payment has been received by Orange EV and such payment conforms to the terms of a firm purchase order. Initial payment is generally calculated as the lesser of the net balance due before applying incentives or twenty-five percent (25%) of the quoted solution price.

Vehicle delivery dates are subject to Orange EV's production schedule and estimated at time of order.

- 4. **Delivery**. Completed vehicle(s) will be delivered as mutually agreed, subject to:
  - a. A 30-day grace period subject to 15-day notice by Orange EV;
  - b. Force Majeure events, including an act of God, intervention of government, war or threat of war, act of terrorism, conditions similar to war, sanction, blockade, embargo or other cause or circumstance beyond the reasonable control of Orange EV.
- 5. **Specification**. Vehicles will be manufactured to defined specifications provided with invoice.
- 6. Warranty. The warranty is attached as Exhibit A.
- 7. **Vehicle Charging and Related Electrical Infrastructure**. Actual installation of both electrical infrastructure and charging station, as well as connecting them for full operation, will be completed by the Customer's designated electrician in accordance with Orange EV provided specifications and applicable code. Orange EV will work with Customer's designated electrician to answer questions as the electrician and Customer define and implement Customer charging and electrical requirements.
- 8. **Battery Pack**. Beginning in the ninth year from date of vehicle delivery, Customer may exercise a one-time right per vehicle to have Orange EV install new battery packs. Total cost of all parts and labor per truck for this effort is: \$49,995 for an extended duty pack or \$24,950 for a standard duty pack.
- 9. **Title**. If not already held by Customer, transfer of vehicle ownership occurs upon shipment of vehicle from Orange EV to Customer site.
- 10. **Vehicle Regulation**. Customer is responsible for compliance with applicable vehicle laws, rules and regulations related to vehicle ownership, registration, and operation.
- 11. **Confidentiality.** The parties agree that during this transaction information may be exchanged between the parties; furthermore, such information may be confidential in nature. Therefore, the parties agree to maintain the confidential information of the other party in confidence. Confidential information shall include a party's product designs, specifications, suppliers, non-public business/marketing activities and other information that a party designates as confidential.
- 12. **Proprietary Rights.** Customer will not reverse engineer or attempt to reverse engineer Orange EV intellectual property that is embodied in the vehicle purchased under this Agreement. Nor shall Customer permit another party access to the Vehicle Control Box, battery box or the other areas that were locked upon shipment by Orange EV, if such access is for the purpose of reverse engineering Orange EV intellectual property.
- 13. **Taxes**. Customer will pay to Orange EV or appropriate entity all applicable taxes, fees and other charges which are based on or measured by the sale, transportation, delivery or use of products sold or services performed by Orange EV.
- 14. Incentive Funding (e.g. vouchers, grants). If using incentive funding to help purchase Orange EV vehicles, Customer agrees that it will perform all the requirements of the applicable incentive program to enable Orange EV to be paid or reimbursed in a timely manner under that program. Requirements differ by program and can include among other things: registering the vehicle, notarizing, and returning administrative documents, destroying identified diesel trucks or engines, etc. If Customer fails to perform the required activities or the Customer unreasonably delays in performing the required activities, then the amounts owed to Orange EV under the applicable program by the funding authority shall immediately become due and payable by Customer to Orange EV. Customer agrees also to reimburse Orange EV for all costs and expenses involved with any legal proceedings related to Orange EV efforts to obtain these funds from Customer.
- 15. Late Payment. Payment is due as specified on the invoice. If unpaid after 10 business days from delivery date, a late payment fee will be due. The late payment will be \$200 plus 15% annual percentage rate, or the highest rate allowed by law, whichever is less, of the unpaid balance, compounded daily.

# Exhibit A Orange EV T-Series

### **Standard Warranty Terms and Conditions**

Orange EV provides warranty on items listed on the Standard Warranty Table ("Warranty Table") set forth with these terms and conditions. In addition to the warranties provided on the Warranty Table, Orange EV warrants to customer (but not to any subsequent owner or any other third party) as follows:

- (a) At the time of shipment, Orange EV will have full legal and beneficial title, free and clear of any and all security interests, liens, claims, charges or encumbrances, and full power and lawful authority to sell its products to customer.
- (b) At the time of delivery and for the periods detailed in the Warranty Table set forth in Warranty Table, (i) products will be free from material defects in design, material or workmanship, and (ii) products will conform to and perform in accordance with the specifications in all material respects; provided that the product is:
  - (i) operated reasonably and in normal conditions and for its intended purposes in accordance with Orange EV's operator manual;
  - (ii) maintained in accordance with Orange EV's maintenance manual provided with the truck; and
  - (iii) without any alterations or modifications to the product(s) not authorized by Orange EV; with
  - (iv) normal wear and tear excepted.
- (c) EACH PARTY SHALL INDEMNIFY THE OTHER AGAINST ANY AND ALL THIRD-PARTY CLAIMS TO THE EXTENT SUCH CLAIMS ARE A RESULT OF THE INDEMNIFYING PARTY'S ACTS, OMISSIONS OR BREACH OF THESE TERMS AND CONDITIONS. ORANGE SHALL INDEMNIFY AND HOLD HARMLESS CUSTOMER, ITS AFFILIATES AND SUBSIDIARIES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS ALLEGING THAT THE SOFTWARE OR TECHNOLOGY EMPLOYED BY ORANGE INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF ANOTHER PARTY.
- (d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, ORANGE EV MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE PRODUCTS TO COMPANY OR ANY THIRD PARTY, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES UNDER SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES, LOST PROFITS, LOSS OF BUSINESS OR PRODUCT. HOWEVER, NOT INCLUDING DAMAGES ASSESSED PURSUANT TO AN INDEMNIFICATION OBLIGATION IN NO EVENT WILL ORANGE EV BE LIABLE FOR DIRECT DAMAGES OF CUSTOMER IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO ORANGE EV UNDER THIS AGREEMENT
  - (e) Customer's sole remedies for Orange EV's breach of any warranty will be limited to the warranty services herein.
- Except as otherwise set forth in the Warranty Table, Orange EV prefers to perform warranty services at the customer site. Upon determination that warranty services are needed, customer will promptly notify Orange EV to identify the specific product requiring warranty services and the nature of the warranty services required or the nature of the problem for which warranty services are required. Orange EV will promptly thereafter use commercially reasonable efforts to resolve the warranty claim to the reasonable satisfaction of customer. Responsibility for performing the warranty services and the associated cost for labor and any required replacement parts is summarized in Warranty Table. Unless defined otherwise herein, where services are performed by customer at Orange EV's cost, the cost of the service to be charged to Orange EV will be the lesser of a reasonable and documented market rate for such services or customer's internal labor cost estimate for such services. Orange EV will retain qualified individuals to perform customer warranty services. Customer's failure to comply with the requirement that Orange EV perform the warranty services for any product, unless otherwise agreed in writing by both Orange EV and customer, will result in invalidating any remaining Orange EV warranty obligations for that product. If traction battery boxes or the vehicle control box are opened without Orange EV's written consent, any remaining warranty will be invalidated for all Orange EV products in service with customer. However, if the event can be reasonably proven by customer to have been an isolated incident and no disclosure outside customer has occurred to Orange EV's reasonable satisfaction, there will be no impact to the warranty. Locking devices for these systems are installed by Orange EV to prevent inadvertent or accidental customer access.
- (g) The foregoing limitations of warranties and damages will apply regardless of the form of action or theory on which any claim is made, including contract, tort or otherwise, even if Orange EV has been advised of the possibility of such damages. Customer acknowledges that the foregoing limitations of warranties and damages are fair and reasonable under the circumstances.
- (h) In the event Orange EV determines work should be performed offsite, the parties will work together to find a suitable offsite location to do the work with transportation and any incremental charges at customer's cost.

- (i) In the event customer transfers a vehicle to a location different to which it was originally shipped, Orange EV will maintain the same level of service expectation as defined in this warranty unless the vehicle is moved to a location outside an area currently served by Orange EV. In such event, the warranty remains in effect but Customer will assume responsibility for reasonable travel expenses incurred by Orange EV.
- (j) Orange EV will be responsible on behalf of customer for making any warranty claims under manufacturer warranties identified herein.
- (k) Customer will notify Orange EV within sixty (60) days of identification of a warranty issues and in no case will Orange EV be responsible for claims made more than sixty (60) days after the end of the applicable warranty period.
- (l) Remanufactured Vehicles: The parts of a remanufactured vehicle not provided by Orange EV, e.g. cylinders, fifth wheel, frame etc. ("Reman Parts") are not subject to Orange EV warranty provisions as detailed in this Agreement, as Reman Parts are used parts and subject to a decreased lifespan due previous usage. However, Orange EV will inspect Reman Parts to ensure that they are in working order upon leaving Orange EV's factory. Orange EV will certify Reman Parts for 30 days from date of delivery. Any Reman Part(s) that fails during this 30-day period Orange EV will repair or replace, free of charge; however, Orange EV, upon request, will quote replacement prices for any Reman Parts that need replaced after the 30 days has elapsed.
- (m) Customer will provide reasonable and timely assistance to and cooperation with Orange EV's warranty services, including but not limited to:
  - (i) providing accurate and timely information about any warranty issues for which Orange EV's warranty services are required; and
  - (ii) making the product available to Orange EV when and as required to perform customer warranty services including timely access to the customer site where the product is located.

## **Orange EV Warranty Table**

Item	Warranting Party	Warranty Hours/Energy Discharged	Warranty Years	Work Performed By:	Labor Cost Paid By:	Replacement Parts Paid By:
Traction Motor	Orange EV					
Vehicle Control Box and internal components	Orange EV					
Traction Battery Boxes and internal components (excl. batteries)	Orange EV					
Electrical cabling and Wire Harnesses	Orange EV	15,000 hours	3 years	Orange EV	Orange EV	Orange EV
Charging System	Orange EV					
Hydraulic pump and motor	Orange EV					
Pneumatic pump and motor	Orange EV					
Display	Orange EV					
Frame	Orange EV					
Traction Batteries <sup>5</sup>	Manufacturer	220,000 kWh¹ or 396,000 kWh¹	90 months <sup>2</sup>	Orange EV	Manufacturer	Manufacturer
Air Conditioning	Manufacturer	unlimited	3 years <sup>3</sup>	Orange EV	Manufacturer	Manufacturer
Auto Lube System	Manufacturer	unlimited	3 years <sup>3</sup>	Orange EV	Manufacturer	Manufacturer
Rear Axle	Manufacturer	unlimited	1 year	Orange EV	Manufacturer	Manufacturer
Tires	Manufacturer	unlimited	2 years	Orange EV	Manufacturer	Manufacturer
When provided by the customer (e.g., reman) the following items are excluded from the warranty: front axles, chassis, brakes, and glass	N/A	None	None	N/A	N/A	N/A
All other Items <sup>4</sup>	3,000 hrs. or 1 year as follows:					
	First 1,500 hours or before 1 year			Customer	Orange EV	Orange EV
	Second 1,500 hours or after 1 year			Customer	Customer	Orange EV

The Warranty hours/Energy Discharged, and the Warranty Years shall be controlled by whichever occurs first

- 1- Battery manufacturer warranty; 220,000 kWh on the standard duty battery pack and 396,000 kWh on the extended duty battery pack
- 2- This applies to the battery Any claims over the last 6 months of the warranty will be prorated by 1/6 monthly
- 3- Year three is parts only
- 4- When work is performed by Customer, all labor will be paid at a mutually agreed upon rate with parts supplied by Orange EV
- 5- This warranty will not go into effect until the battery pack retains less than 80% remaining capacity based on the 230 Ah nominal capacity. This warranty will be void if the SOC charge ever drops to zero or near zero. The warranty will be voided if Customer fails to follow operating/charging procedures as detailed in the Manual, damages the battery, opens the battery enclosure or attempts to have the battery serviced by someone other than OEV, or usage of non-OEV approved charging equipment. The warranty will also void if Customer charges the batteries when the batteries are at or below 0° C.

# ATTACHMENT D-3 VENDOR ESTIMATE FOR TIROLLO BUS



# 2024 IC CE - TIROLLO

### TIROLLO BUS COMPANY, LLC

85 NORMAN STREET ORANGE, CT 06477-3108 United States

### Joseph Tirollo

mail@tirollobus.com 2034108189 Reference: 20220825-112440358

Quote created: August 25, 2022 Quote expires: November 23, 2022 Quote created by: Matthew Maglio

matthew.magliojr@dattco.com

### **Comments from Matthew Maglio**

Thank you for choosing to trust us when making your vehicle buying decision. We truly appreciate your business. The delivery of this vehicle will be prior to Auguest 2023. Please always feel free to reach out to me by phone at 860-917-9652 or by email at matthew.magliojr@dattco.com if you have any issues or questions whatsoever.

All the best, Matthew

### **Products & Services**

Item & Description	Quantity	Unit Price	Total
2024 IC CE - CUMMINS Diesel Engine - 250HP - Air Disk Brakes - Tinted Windows - 100 Gallon Fuel Tank - Same spec as 4DRBUC8N0LB422840	1	\$105,182.69	\$105,182.69

## Subtotals

One-time subtotal \$105,182.69

### **Other Fees**

CT TAX \$6,679.10

### **Purchase Terms**

### Terms and Conditions:

- 1. Any verbal promise is void unless in writing and signed by a selected person of the dealer and incorporated into the order.
- 2. The customer agrees to accept and pay for the vehicle within 5 business days of being notified that the vehicle is ready for delivery. If the customer does not accept delivery of the vehicle within 5 business days, (after having been notified that the vehicle is ready for delivery) the customer will be subject to forfeiture of any deposit previously made on this order (whether by cash or trade-in vehicle); the dealer may retain such deposit which will then (at the dealer's option) constitute liquidated damages for the customer's breach of this contract. If, after these 5 business days, the customer should wish to accept delivery, an interest penalty may be assessed by the dealer to be paid in addition to the price of the vehicle before delivery is to be made.
- 3. If, after paying for the vehicle in full, the customer leaves the vehicle on the dealer's premises for a period extending beyond 30 days, the dealer may charge monthly storage fees at a fair market rate.
- 4. If part of the purchase price is to be financed, the customer agrees to execute such forms of note and conditional bills of sale which the dealer shall provide. The dealer shall have the right to demand payment of the balance in cash if the customer's credit is not approved.
- 5. The customer shall not be entitled to recover from the selling dealer any consequential damages, damages for loss of use, loss of time, loss of profits, or income, or any other special or incidental damages, whatsoever.
- 6. This order is not transferrable.

### Ordered Vehicles

If this order applies to a new vehicle, ordered from the manufacturer, then delivery is subject to the dealer's ability to get delivery from the manufacturer. The customer agrees to pay any increase in price made by the manufacturer at any time before date of delivery, as well as any and all taxes (State and Federal Excise and Sales Taxes) which are or may be imposed on this sale by State or Federal Governments. If this order is for a new vehicle which the dealer does not have in stock when the order is placed, and if the dealer is not able to provide the vehicle within 120 days of the specified delivery date, then the customer may cancel this order after giving 10 days notice (during which the dealer may still deliver the vehicle). If the customer does not cancel the order as stated above, the customer shall be entitled to the return of any deposit in cash which has been made. If the deposit has been a trade-in vehicle, the customer shall be entitled to its return if it has not been sold. If the deposited vehicle has been sold, the dealer will return its full sale price to the customer.

Signature	
Signature	Date
Printed name	

### Questions? Contact me



Matthew Maglio matthew.magliojr@dattco.com

DATTCO Sales and Service 315 South Street New Britain, CT 06051 United States

# ATTACHMENT E DERA OPTION

Workplan Narrative Plan for DERA Selections

Comes from Quarterly Report

### U. S. Environmental Protection Agency DERA State Grant Report Financial Summary - Project Lifetime

Grant Recipient	CT Dept. of Energy & Environmental Protection
Project Period of Performance	October 1, 2022 - December 31, 2022
Grant Number	DS 00A00773-3
Project Title	FY 2022 Connecticut Clean Diesel Grant Program

DERA State Grant Fiscal Summary TOTAL Year #1 + Year #2										
Federal (EPA) Project Award Amount Total	\$	1,048,974								
Total Cost Share Amount	S	705,670								
Total Project Costs (Fed. + Cost Share)	\$	1,754,644								
Federal (EPA) Funds Expended to Date	\$	52,874								
Federal (EPA) Funds Remaining	\$	996,100								

DERA State Grant Fiscal Summary Year #1										
Program Fiscal Year	FY2021 I	DERA State Grant								
Federal (EPA) Project Award Amount Year	#1 S	516,111								
Total Cost Share Amount	s	350,428								
Total Voluntary Matching Fu	nds S	350,428								
Total Mandatory Cost Share	Amount S	-								
Total Project Costs (Fed. + Cost Share)	S	866,539								

DERA State Grant Fiscal Summary Year #2										
Program Fiscal Year	FY2022 DERA	State Grant								
Federal (EPA) Project Award Amount Yea	r #2 \$	532,863								
Total Cost Share Amount	s	355,242								
Total Voluntary Matching F	unds S	355,242								
Total Mandatory Cost Share	Amount \$	-								
Total Project Costs (Fed. + Cost Share)	s	888,105								

	Table 1. Summary Rate of Expenditure	
Record project budget funds ONLY from a	approved final workplan. All other numbers will reflect automatically from s	ubsequent tabs.
Total Project Budget	Total Expenses to Date	d .

				Tot	tal P	roject Bud	get					Tot	tal	Expenses to 1	Date							Rema	ining Balan	ce		
						Voluntary	Cost Share							Voluntary	Cost Sl	nare							Voluntary	Cost Share		
Financial Summary	Federal (EPA) Funds		Mandatory Cost Share			VW litigation Funds	Other Funds	Cost		Federal (EPA) Funds		Cost Share		VW Mitigation Other Fu		Funds	Cost		Federal (EPA) Funds		Mandatory Cost Share		VW Mitigation Funds	Other Funds	То	Total Project Cost
Personnel	\$	97,306	S		\$	-	\$ -	\$	97,306	\$	23,210	\$ -	\$	S -	\$	-	\$	23,210	\$	74,096	s -	\$	-	S -	S	74,096
Fringe Benefits	\$	93,352	\$	-	\$	-	\$ -	\$	93,352	\$	21,180	\$ -	\$	S -	\$	-	\$	21,180	\$	72,172	\$ -	\$	-	s -	S	72,172
Travel	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$ -	\$	s -	\$	-	\$	-	\$	-	\$ -	\$	-	S -	S	-
Equipment	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$ -	\$	S -	\$	-	\$	-	\$	-	\$ -	\$	-	S -	\$	-
Supplies	S	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$ -	5	s -	\$	-	\$	-	\$	-	s -	\$	-	S -	\$	-
Contractual	s	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$ -	5	S -	\$	-	\$	-	\$	-	\$ -	\$	-	s -	\$	-
Other	\$	472,901	\$	-	\$	705,670	\$ -	\$	1,178,571	\$	-	\$ -	\$	s -	\$	-	\$	-	\$	472,901	\$ -	\$	705,670	S -	S	1,178,571
Direct Cost Total	\$	1,013,217	S	-	\$	705,670	\$ -	\$	1,718,887	\$	44,390	\$ -	8	S -	\$	-	\$	44,390	\$	968,827	s -	\$	705,670	S -	\$	1,674,497
Indirect Charges	\$	35,757	\$	-	\$	-	\$ -	\$	35,757	\$	8,484	\$ -	\$	s -	\$	-	\$	8,484	\$	27,273	\$ -	\$	-	S -	S	27,273
TOTALS	\$	1,048,974	\$	-	\$	705,670	\$ -	\$	1,754,644	\$	52,874	\$ -	8	s -	S	-	\$	52,874	\$	996,100	\$ -	\$	705,670	S -	S	1,701,770

						EPA Budget Details by Fiscal Year										
		FY202	21 DERA State	Grant			FY20:	22 DERA State	Grant		Total Project Budget					
			Voluntary	Cost Share				Voluntary	Cost Share				Voluntary	Cost Share		
Financial Summary	Federal (EPA)	Mandatory	VW		Total Project	Federal (EP/	.) Mandatory	VW		Total Project	Federal (EPA)	Mandatory	VW		Tot	al Project
	Funds	Cost Share	Mitigation	Other Funds	Cost	Funds	Cost Share	Mitigation	Other Funds	Cost	Funds	Cost Share	Mitigation	Other Funds		Cost
			Funds					Funds					Funds			
Personnel	\$ 39,772				\$ 39,772	\$ 57,53				\$ 57,534	\$ 97,306	S -	S -	S -	\$	97,306
Fringe Benefits	\$ 37,613				\$ 37,613	\$ 55,73				\$ 55,739	\$ 93,352	S -	s -	s -	\$	93,352
Travel					\$ -					s -	s -	s -	s -	s -	S	-
Equipment					\$ -					S -	S -	S -	S -	S -	\$	-
Supplies					\$ -					S -	S -	\$ -	S -	S -	S	-
Contractual					\$ -					s -	s -	S -	s -	s -	\$	-
Other:EPA Matching Incentive	\$ 172,037				\$ 172,037	\$ 177,62				\$ 177,621						
Other: Awards to Sub-Grantees	\$ 250,868		\$ 350,428		\$ 601,296	\$ 222,03		\$ 355,242		\$ 577,275	\$ 472,901	s -	\$ 705,670	s -	S	1,178,571
Direct Cost Total	\$ 500,290	S -	\$ 350,428	\$ -	\$ 850,718	\$ 512,92	' S -	\$ 355,242	s -	\$ 868,169	\$ 1,013,217	s -	\$ 705,670	s -	s	1,718,887
Indirect Charges	\$ 15,821	S -	\$ -	\$ -	\$ 15,821	\$ 19,93	\$ -	\$ -	s -	\$ 19,936	\$ 35,757	S -	s -	s -	\$	35,757
TOTALS	\$ 516,111	s -	\$ 350,428	s -	\$ 866,539	\$ 532,86	s -	\$ 355,242	s -	\$ 888,105	\$ 1,048,974	s -	\$ 705,670	s -	S	1,754,644

				,	No Euton Noodo		nnual Rate of		cubcacuant	tako							
	ī		Year 1	I	vo Entry Neede	Entry Needed - ALL numbers will reflect automatically from subsequent tabs.							Year 3				
				Coot Chair				Year 2	Cook Chann		Voluntary Cost Share						
Financial Summary	Federal (EPA)	Mandatory		Cost Share	Total Duniont	Federal (EPA)	Mandatory		Cost Share	Total Duniont	Federal (EPA)	Mandatory		Cost Snare	Total Project		
rinanciai Summary	Funds	Cost Share	VW	OI F I	Cost	Funds	Cost Share	VW	OJ E I	Cost	Funds	Cost Share	VW		Cost		
	Tunds	Cost Share	Mitigation Funds	Other Funds	Cost	Funds	Cost Share	Mitigation Funds	Other Funds	Cost	Funds	Cost Share	Mitigation Funds	Other Funds	Cost		
D1	\$ 23,210	6	-	S -	6 22.210		6		\$ .	6	6	\$ -		6	S -		
Personnel	9 23,210		\$ -	*	\$ 23,210	\$ -	\$ -		0	\$ -	\$ -		0	\$ -			
Fringe Benefits	\$ 21,180	S -	\$ -	\$ -	\$ 21,180	\$ -	\$ -	\$ -	\$ -	S -	\$ -	S -	S -	S -	S -		
Travel	S -	S -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	S -	\$ -	S -	S -	S -	S -		
Equipment	S -	S -	S -	S -	\$ -	\$ -	\$ -	S -	S -	S -	S -	S -	S -	S -	S -		
Supplies	S -	S -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	S -	\$ -	S -	S -	S -	S -		
Contractual	S -	S -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	s -	S -	S -	S -		
Other	S -	S -	\$ -	s -	\$ -	\$ -	\$ -	s -	s -	S -	s -	s -	S -	S -	S -		
Direct Cost Total	\$ 44,390	s -	\$ -	s -	\$ 44,390	S -	\$ -	s -	s -	S -	s -	s -	s -	S -	S -		
Indirect Charges	\$ 8,484	S -	\$ -	\$ -	\$ 8,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	s -	S -	S -	S -		
TOTALS					\$ 52,874	S - S - S - S -					s -	s -	s -	s -	s -		
			Year 4				Year 5										
	Voluntary Cost Share							Voluntary	Cost Share								

Financial Summary	Federal (EPA)					Federal (EPA)				Total Project
	Funds	Cost Share	Mitigation	Other Funds	Cost	Funds	Cost Share	Mitigation	Other Funds	Cost
			Funds					Funds		
Personnel	S -	S -	\$ -	\$ -	\$ -	\$ -	\$ -	S -	s -	S -
Fringe Benefits	S -	s -	\$ -	\$ -	\$ -	\$ -	\$ -	s -	s -	\$ -
Travel	S -	S -	s -	\$ -	\$ -	\$ -	\$ -	S -	S -	S -
Equipment	S -	s -	\$ -	\$ -	\$ -	\$ -	\$ -	s -	s -	s -
Supplies	S -	S -	\$ -	\$ -	\$ -	\$ -	\$ -	S -	s -	S -
Contractual	S -	S -	\$ -	S -	\$ -	\$ -	\$ -	s -	S -	S -
Other	S -	S -	\$ -	S -	\$ -	\$ -	\$ -	s -	S -	S -
Direct Cost Total	S -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Charges	S -	S -	\$ -	S -	\$ -	\$ -	\$ -	s -	S -	S -
TOTALS	S -	s -	s -	\$ -	\$ -	s -	s -	s -	s -	s -

### U. S. Environmental Protection Agency DERA National Grant Report

Financial and Narrative Summary - Year 1

Grant Recipient
Grant Number
Project Title

Grant Recipient
Grant Number
Project Title

Grant Recipient
Grant Recipient
DS 00A00773-3

2022 Connecticut Clean Diesel Grant Prog

Total Federal Funds Expended: Year 1	\$ 52,87	4
Project Reporting Period	Jul. to Sep. 2022	

						of Expenditure and edits should be made to the quarterly report being submitted.									
Record	d and update pr	oject expenses (	quarterly. Previ	ous quarters sh	ould remain ar	id edits should i	be made to the	quarterly repor	t being submitte	ed.					
			Quarter 1					Quarter 2							
		Please s	elect reporting	quarter.			Please s	elect reporting	quarter.						
Financial Summary	Federal Funds Expended the Reporting	Mandatory Cost Share Expended the	this Repor	atch Expended ting Period	Total Project	Federal Funds Expended the Reporting	Cost Share Expended the	this Repor	atch Expended ting Period	Total Project Cost					
	Period	Reporting Period	VW Mitigation Funds	Other Funds	Cost	Period	Reporting Period	VW Mitigation Funds	Other Funds	Cost					
Personnel					\$ -					\$ -					
Fringe Benefits					\$ -					\$ -					
Travel					\$ -					\$ -					
Equipment					\$ -					\$ -					
Supplies					\$ -					\$ -					
Contractual					\$ -					\$ -					
Other					\$ -					\$ -					
Direct Cost Total	s -	\$ -	\$ -	\$ -	\$ -	S -	\$ -	\$ -	s -	\$ -					
Indirect Charges					\$ -					\$ -					
TOTALS	S -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	s -	\$ -					
			Quarter 3			Quarter 4									
		DI	elect reporting	quarter.		Please select reporting quarter.									
Financial		Please s					r reuse s	cicce reporting							
Financial Summary	Federal Funds Expended this	Mandatory Cost Share	Voluntary Ma	atch Expended ting Period	Total Project	Federal Funds Expended this	Mandatory Cost Share	Voluntary Ma	atch Expended ting Period	Total Project					
		Mandatory	Voluntary Ma	atch Expended	Total Project Cost		Mandatory	Voluntary Ma	atch Expended	Total Project Cost					
Summary	Expended this Reporting Period  \$ 12,422	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost \$ 12,422	Expended this Reporting Period \$ 10,788	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost \$ 10,788					
Summary  Personnel Fringe Benefits	Expended this Reporting Period	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost \$ 12,422 \$ 11,675	Expended this Reporting Period	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost \$ 10,788 \$ 9,505					
Summary  Personnel Fringe Benefits Travel	Expended this Reporting Period  \$ 12,422	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	\$ 12,422 \$ 11,675 \$ -	Expended this Reporting Period \$ 10,788	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost \$ 10,788 \$ 9,505 \$ -					
Personnel Fringe Benefits Travel Equipment	Expended this Reporting Period  \$ 12,422	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost  \$ 12,422 \$ 11,675 \$ - \$ -	Expended this Reporting Period \$ 10,788	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost  \$ 10,788 \$ 9,505 \$ \$					
Personnel Fringe Benefits Travel Equipment Supplies	Expended this Reporting Period  \$ 12,422	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost  \$ 12,422 \$ 11,675 \$ - \$ - \$ -	Expended this Reporting Period \$ 10,788	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost  \$ 10,788 \$ 9,505 \$ \$ \$					
Personnel Fringe Benefits Travel Equipment Supplies Contractual	Expended this Reporting Period  \$ 12,422	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost  \$ 12,422 \$ 11,675 \$ - \$ - \$ - \$ - \$ -	Expended this Reporting Period \$ 10,788	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost  \$ 10,788 \$ 9,505 \$ \$ \$ \$					
Personnel Fringe Benefits Travel Equipment Supplies	Expended this Reporting Period  \$ 12,422	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost  \$ 12,422 \$ 11,675 \$ - \$ - \$ -	Expended this Reporting Period \$ 10,788	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost  \$ 10,788 \$ 9,505 \$ \$ \$					
Personnel Fringe Benefits Travel Equipment Supplies Contractual Other Direct Cost Total	Expended this Reporting Period  \$ 12,422 \$ 11,675	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	Cost  \$ 12,422 \$ 11,675 \$ - \$ - \$ - \$ - \$ 24,096	Expended this Reporting Period  \$ 10,788 \$ 9,505	Mandatory Cost Share Expended this Reporting	Voluntary Ma this Repor VW Mitigation	atch Expended ting Period	S 10,788 S 9,505 S - S - S - S - S - S - S - S - S - S -					
Personnel Fringe Benefits Travel Equipment Supplies Contractual Other	Expended this Reporting Period  \$ 12,422 \$ 11,675	Mandatory Cost Share Expended this Reporting Period	Voluntary Mathis Report VW Mitigation Funds	Other Funds	Cost  \$ 12,422 \$ 11,675 \$ - \$ - \$ - \$ - \$ -	Expended this Reporting Period  \$ 10,788 \$ 9,505	Mandatory Cost Share Expended this Reporting Period	Voluntary Mathis Report VW Mitigation Funds	Other Funds	Cost  \$ 10,788 \$ 9,505 \$ \$ \$ \$ \$					

### Table 12. Project Updates - Narrative Responses

#### Record and update project updates quarterly.

Please paste the planned activities, outputs, and outcome from the submitted workplan information. Provide updates and if any changes occurred, please provide that information accordingly. In the 'Progress to Date' column, please use the dropdown to indicate if the activity is 1) Not yet started, 2) In progress, or 3) Completed. Please indicate the fiscal year of DERA grant funds used for the activity described within the table.

Fiscal Year	Activities	Anticipated Outputs	Anticipated Outcomes		Progress	to Date		Progress Notes		
				Q1	Q2	Q3	Q4	Write below, as appropriate.		
2021	CT Dept. of Energy & Environmental Protection (DEEP) State DERA Administrative Activities:	Scopes of Work (SOWs), Purchase Orders, Contracts, VW D-4s & other implementation documents	Making it possible to move funds efficiently upon project completion.				In Progress			
2021	F & G Recycling, LLC (F & G Recycling): A grant of \$123,883.60 awarded to F & G Recycling will be used to scrap and replace of one engine model year (EMY) 2005 diesel powered yard spotter with a MY 2023 EV equivalent.	Scrap and replace of one engine model year (EMY) 2005 diesel- powered yard spotter with a MY 2023 EV equivalent.	Improve air quality and public health in Waterbury, CT, an environmental justice community.				In Progress	SOW complete and approved; scrappage of old vehicle complete		
2021	Hidden Empire Leasing, LLC (Hidden Empire): Hidden Empire plans to use its gran of \$129,091.00 in 2021 State DERA allocation funds for the scrappage and replacement of:  • One 1997 engine model year (EMY) Isuzu 4BD1, Tier 0 auxiliary diesel pump engine in the FV American Dream with an EMY 2021 or 2022 John Deere 4045TFM85 or comparable EPA-certified Tier 3 diesel-powered equivalent, and  • One 2001 EMY John Deere 4045DM, Tier 0 auxiliary diesel pump engine and one 2001 EMY John Deere 6081AFM01 Tier 0 propulsion engine in the FV Joseph Julius with an EMY 2021 or 2022 John Deere or comparable EPA certified Tier 3 diesel-powered equivalent.		Improve air quality and public health in communities along Long Island Sound.				Not Yet Started	Vendors report delays in providing engines. Grantee is attempting to secure shipyard space for repower this winter (2022-2023).		
2021	City of New Haven (New Haven): DEEP is granting a total of \$240,604.00 in 2021 State DERA allocation funds to New Haven for the scrappage and replacement of one engine model year (EMY) 2011 diesel-powered refuse truck with an MY 2022 EV equivalent.	Scrap and replace one EMY 2011 diesel-powered refuse collection truck with an EV equivalent.	Improve air quality and public health in New Haven.				Not Yet Started	Draft SOW is in the approval chain at the municipality.		
2021	Cross Sound Ferry Services, Inc. (Cross Sound) will receive a new grant of \$220,448.00 to use toward the scrappage and replacement of three 1983 engine model year (EMY) Caterpillar 3406, Tier 0 diesel-powered auxiliary engines in the ferry vessel M/V Mary Ellen with EMY 2021 John Deere 6090AFM85 or comparable Tier 3 diesel-powered equivalents.	Scrap and replace three EMY 1983 marine auxiliary engines with Tier 3 diesel equivalents	Improve air quality and public health in communities along Long Island Sound.				Not Yet Started	Grantee working on SOW.		
2021	Joe's Boathouse, LLC will receive a new grant of \$30,054.00 for the scrappage and replacement of one 1993 engine model year (EMY) Isuzu 4BG1, Tier 0 auxiliary diesel pump engine in the FV Nancy E with an EMY 2021 or 2022 John Deere 4045TFM85 or comparable Tier 3 diesel-powered equivalent.	Scrap and replace one EMY 1993 marine auxiliary engine with a Tier 3 equivalent	Improve air quality and public health in communities along Long Island Sound.				Not Yet Started	Vendors report delays in providing engines. Grantee is attempting to secure shipyard space for repower this winter (2022-2023).		
2021	Tirollo Bus, LLC is receiving a new grant of \$29,162.50 for the scrappage and replacement of one model year 2008, diesel-powered Freightliner school bus with an EMY 2023 diesel-powered equivalent.	Scrap and replace one EMY 2008 diesel powered school bus with an EMY 2022 diesel-powered equivalent	Improve air quality and public health in New Haven and Fairfield Counties, both of which are designated nonattainment.				Not Yet Started	Gasoline School bus no longer available; allowed to substitute new diesel replacement.		
2021	Town of Enfield (Enfield): DEEP is granting a total of \$287,719.54 to Enfield for the scrappage and replacement of one engine model year (EMY) 2007 diesel-powered automated side load refuse truck with an MY 2022 EV equivalent. Grant funding will include the electric vehicle charging infrastructure.	Scrap and replace one EMY 2007 diesel-powered refuse truck with an EMY 2022 EV equivalent	Improve air quality and public health in Enfield.				Not Yet Started	Withdrew from the Program; Funds used for Cross Sound, Joe's & Tirollo		

Please provide programmatic and narrative financial updates on the project. As quarterly reports are submitted, indicate updates or changes for each quarter. For each quarter, please indicate if there was a change from the previous quarter. If yes, please provide an explanation in the subsequent cell.

predict provide an explanation in the subsequent cent.										
Question	Quarter 1 Update	Quarter 2 Update	Quarter 3 Update	Quarter 4 Update						

Provide a comparison of accomplishments with the anticipated outputs/outcomes and timelines /milestones specified in the project Work Plan. Please include financial, technical, and programmatic.	DEEP began working with the grantees to draft Scopes of Work, Purchase Requisitions, and the DERA Option D-4 form for the selected projects. DEEP prepared and submitted a workplan revision for projects selected to receive funds from the Enfield project. DEEP also submitted an extension request to allow expenditure of funds made available from the withdrawal of a 2020-funded project.
Have any vehicles in this project changed from the last quarter? (i.e. vehicles added to the Fleet Description or taken off the Fleet Description)	Enfield's EV refuse truck was removed. Four Tier 3 marine engines and one disest school bus were added. The school bus proposal was for diesel-togasoline, but gasoline school buses were no longer available.
Did you award any rebates or subawards during the reporting period? If so, list the recipients and how much funding they received.	No rebates or subawards were awarded in this reporting period.
If anticipated outputs/outcomes and/or timelines/milestones are not met, why not? Did you encounter any problems during the reporting period which may interfere with meeting project objectives?	Projects with approved SOWs are on schedule. With three new grants awarded in the third quarter, two of them marine repowers that should be done in the off- season, It likely that some extensions may be required.
If any cost-share or additional leveraged funds are reported for this Reporting Period in Table 3 above, identify the source of the funds.	No cost shares are being reported in the fourth quarter.
Have there been any major personnel changes during this reporting period?	One member of the grants management team left the agency in the fourth quarter; a replacement was hired early in the fifth quarter.
Did any public relations events regarding this grant take place during the reporting period?	Throughout this quarter, DEEP participated in a number of informational webinars and events, some in conjunction with Region 1, related to the promotion of the Bilateral Infrastructure Bill Clean School Bus Incentive program. DEEP has also shared information about such informational webinars with interested parties in Connecticut.
Are you using websites or other tools used to relay information about this grant to the public?	DEEP maintains a website for Diesel Grants and Funding on the DEEP website at: https://portal.ct.gov/DEEP/Air/Mobile- Sources/DERA-Grants. DEEP has also established a website for its Volkswagen NOX Mitigation Program. DERA Option awards are listed under "Administrative Archive" at https://portal.ct.gov/DEEP/Air/Mobile- Sources/VW/VW-SettlementHome. DEEP also maintains a Facebook page, Drive Clean CT, on which DERA announcements and awards are posted. You can link to the site at: https://www.facebook.com/DriveCleanCT/.
What project activities are planned for the next reporting period?	In the fifth quarter, DEEP will launch its 2022 State DERA solicitation, present a webinar on the subject and begin project selection. DEEP will continue working with 2021 recipients to develop scopes of work, contracts and purchase orders for implementing the projects.

Was any program income generated during the reporting period? Identify amount of program income, how it was generated, and how the program income was/will be used.		No program income has been generated in this reporting period.
What is the URL for the state website listing the total number and dollar amount of subawards, rebates, or loans provided, as well as a breakdown of the technologies funded? Please also list any other state websites used for outreach related to the State DERA Grant Program.		DEEP maintains a website for Diesel Grants and Funding on the DEEP website at: https://portal.ct.gov/DEEP/Air/Mobile-Sources/DERA-Grants. DERA Option awards are listed under "Administrative Archive" at https://portal.ct.gov/DEEP/Air/Mobile-Sources/VW/VW-SettlementHome
Do you have any other comments or feedback?		

### Subaward Reporting Requirements Please provide subaward updates on the project. As quarterly reports are submitted, indicate updates or changes for each quarter. For each quarter, please indicate if there was a change from the previous quarter. If yes, please provide an explanation in the subsequent cell. Question Quarter 1 Update Quarter 2 Update Quarter 3 Update Quarter 4 Update DEEP operates its State DERA Program Summaries of results of reviews of financial and exclusively as a rebate program; no programmatic reports. subawards are granted. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance. Environmental results the subrecipient achieved Summaries of audit findings and related passthrough entity management decisions Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332, 2 CFR 200.208 and the 2 CFR

200.339 Remedies for Noncompliance

### U. S. Environmental Protection Agency DERA National Grant Report

Financial and Narrative Summary - Year 2

Grant Recipient
Grant Number
Project Title

Grant Recipient
DS 00A00773-3
Project Title
C022 Connecticut Clean Diesel Grant Prog

Total Federal Funds Expended: Year 2
Project Reporting Period

S
Please select reporting quarter.

						a T				
Record	d and update pr	oiect expenses (			Annual Rate of hould remain as		be made to the i	guarterly repor	t being submitt	od.
		.,	Ouarter 1	Quarter 2						
		Please s	elect reporting	quarter.			Please s	elect reporting	quarter.	
Financial Summary	Federal Funds Expended the Reporting	Mandatory Cost Share Expended the Cost Share Expended the		Total Project Cost	Federal Funds Expended the Reporting	Mandatory Cost Share Expended the	Voluntary Match Expended this Reporting Period		Total Project Cost	
	Period	Reporting Period	Mitigation Funds	Other Funds		Period	Reporting Period	Mitigation Funds	Other Funds	
Personnel	\$ -				\$ -					\$ -
Fringe Benefits	s -				\$ -					\$ -
Travel					\$ -					\$ -
Equipment					\$ -					\$ -
Supplies					\$ -					\$ -
Contractual					\$ -					\$ -
Other	S -		\$ -	S -	\$ -					\$ -
Direct Cost Total	s -	s -	\$ -	s -	\$ -	\$ -	s -	\$ -	s -	s -
Indirect Charges	s -				\$ -					\$ -
TOTALS	s -	\$ -	\$ -	s -	\$ -	\$ -	s -	\$ -	s -	\$ -
			Quarter 3					Quarter 4		
		Please s	elect reporting	quarter.		Please select reporting quarter.				
Financial Summary	Federal Funds Expended this	Mandatory Cost Share Expended this	this Repor	tch Expended ting Period	Total Project	Federal Funds Expended this	Mandatory Cost Share Expended this	this Repor	atch Expended ting Period	Total Project
	Reporting Period	Reporting Period	VW Mitigation Other Funds Funds	Cost	Reporting Period	Reporting Period	VW Mitigation Funds	Other Funds	Cost	
Personnel					\$ -					\$ -
Fringe Benefits					\$ -					\$ -
Travel					\$ -					\$ -
Equipment					\$ -					\$ -
Supplies					\$ -					\$ -
Contractual					\$ -					\$ -
Other					\$ -					\$ -
Direct Cost Total	s -	\$ -	\$ -	s -	\$ -	\$ -	s -	\$ -	\$ -	\$ -
Indirect Charges					\$ -					\$ -
TOTALS	s -	\$ -	\$ -	s -	\$ -	\$ -	s -	\$ -	s -	\$ -

### Table 12. Project Updates - Narrative Responses Record and update project updates quarterly.

Please paste the planned activities, outputs, and outcome from the submitted workplan information. Provide updates and if any changes occurred, please provide that information accordingly. In the 'Progress to Date' column, please use the dropdown to indicate if the activity is 1) Not yet started, 2) In progress, or 3) Completed. Please indicate the fiscal year of DERA grant funds used for the activity described within the table.

scal Year	Activities	Anticipated Outputs		Progress	Progress Notes			
			Anticipated Outcomes	Q1	Q2	Q3	Q4	Write below, as appropriate.
2022	CT Dept. of Energy & Environmental Protection (DEEP) State DERA Administrative Activities:	Scopes of Work (SOWs), Purchase Orders, Contracts, VW D-4s & other implementation documents	Making it possible to move funds efficiently upon project completion.	In Progress				On October 24, 2022, DEEP launcheits 2022 State DERA Grant solicitatio An informational webinar was present on November 3, 2022. Proposals wer due November 30, 2022; fifteen proposals were received, one of which was deemed ineligible. Reviews and ranking are still underway with selection anticipated early in the sixth quarter.
2022	F & G Recycling, LLC (F & G Recycling): A grant of \$123,883.60 awarded to F & G Recycling will be used to scrap and replace of one engine model year (EMY) 2005 diesel-powered yard spotter with a MY 2023 EV equivalent.	Scrap and replace of one engine model year (EMY) 2005 diesel- powered yard spotter with a MY 2023 EV equivalent.	Improve air quality and public health in Waterbury, CT, an environmental justice community.	In Progress				SOW complete and approved; scrappage of old vehicle comple
2022	Hidden Empire Leasing, LLC (Hidden Empire): Hidden Empire plans to use its grant of \$129,091.00 in 2021 State DERA allocation funds for the scrappage and replacement of:  One 1997 engine model year (EMY) Isuzu 4BD1, Tier 0 auxiliary diesel pump engine in the FV American Dream with an EMY 2021 or 2022 John Deere 4045TFM85 or comparable EPA-certified Tier 3 diesel-powered equivalent, and One 2001 EMY John Deere 4045DM, Tier 0 auxiliary diesel pump engine and one 2001 EMY John Deere 6081AFM01 Tier 0 propulsion engine in the FV Joseph Julius with an EMY 2021 or 2022 John Deere or comparable EPA certified Tier 3 diesel-powered equivalent.		Improve air quality and public health in communities along Long Island Sound.	In Progress				Because of difficulties securing engines and shipyard space, Hidd Empire requested an extension to April of 2024, which was approve by DEEP and forwarded to EPA which approved an extension of this grant to 9/30/24. Vendor believes he has secured the three engines for this project. engines Work should begin on FV American Dream in February. Work on FV Joseph Julius is scheduled to begin in July.
2022	City of New Haven (New Haven): DEEP is granting a total of \$240,604.00 in 2021 State DERA allocation funds to New Haven for the scrappage and replacement of one engine model year (EMY) 2011 diesel-powered refuse truck with an MY 2022 EV equivalent.	Scrap and replace one EMY 2011 diesel-powered refuse collection truck with an EV equivalent.	Improve air quality and public health in New Haven.	In Progress				New Haven's draft SOW is in the approval chain at the municipal
2022	Cross Sound Ferry Services, Inc. (Cross Sound) will receive a new grant of \$220,448.00 to use toward the scrappage and replacement of three 1983 engine model year (EMY) Caterpillar 3406, Tier 0 diesel-powered auxiliary engines in the ferry vessel M/V Mary Ellen with EMY 2021 John Deere 6090AFM85 or comparable Tier 3 diesel-powered equivalents.	Scrap and replace three EMY 1983 marine auxiliary engines with Tier 3 diesel equivalents	Improve air quality and public health in communities along Long Island Sound.	In Progress				Cross Sound's Scope of Work (SOW) was completed and executed December 22, 2022. 'generator sets were ordered in t quarter.
2022	Joe's Boathouse, LLC will receive a new grant of \$30,054.00 for the scrappage and replacement of one 1993 engine model year (EMY) Isuzu 4BG1, Tier 0 auxiliary diesel pump engine in the FV Nancy E with an EMY 2021 or 2022 John Deere 4045TFM85 or comparable Tier 3 diesel-powered equivalent.	Scrap and replace one EMY 1993 marine auxiliary engine with a Tier 3 equivalent	Improve air quality and public health in communities along Long Island Sound.	In Progress				Vendor reports delays in providing engine. Shipyard will not commit sp for repower until engines are availabl Joe's Boathouse requested an extensi April of 2024, which was approved t DEEP and forwarded to EPA, which approved an extension of this grant to 9/30/24.
2022	Tirollo Bus, LLC is receiving a new grant of \$29,162.50 for the scrappage and replacement of one model year 2008, diesel-powered Freightliner school bus with an EMY 2023 diesel-powered equivalent.	Scrap and replace one EMY 2008 diesel powered school bus with an EMY 2022 diesel-powered equivalent	Improve air quality and public health in New Haven and Fairfield Counties, both of which are designated nonattainment.	In Progress				Tirollo's bus was ordered and delivery is scheduled for June 2

Please provide programmatic and narrative financial updates on the project. As quarterly reports are submitted, indicate updates or changes for each quarter. For each quarter, please indicate if there was a change from the previous quarter. If yes, please provide an explanation in the subsequent cell.

please provide an explanation in the subsequent co	ell.			
Question	Quarter 1 Update	Quarter 2 Update	Quarter 3 Update	Quarter 4 Update
Provide a comparison of accomplishments with the anticipated outputs/outcomes and timelines /milestones specified in the project Work Plan. Please include financial, technical, and programmatic.	DEEP continued working with the grantees to draft Scopes of Work, Purchase Requisitions, and the DERA Option D-4 form for the projects selected in 2022. EPA approved DEEP's extension request to allow expenditure of funds made available from the withdrawal of a 2020-funded project. DEEP launched its 2022 State DERA project solicitation and began reviewing the 15 proposals submitted			
Have any vehicles in this project changed from the last quarter? (i.e. vehicles added to the Fleet Description or taken off the Fleet Description)	No vehicles have changed since the last quarter.			
Did you award any rebates or subawards during the reporting period? If so, list the recipients and how much funding they received.	No rebates or subawards were awarded in this reporting period.			
If anticipated outputs/outcomes and/or timelines/milestones are not met, why not? Did you encounter any problems during the reporting period which may interfere with meeting project objectives?	Projects with approved SOWs are on schedule. Extension requests were filed by Joe's Boathouse and Hidden Empire Leasing, two marine repowers that should be done in the offseason, but could not secure shipyard space for 2022-2023.			
If any cost-share or additional leveraged funds are reported for this Reporting Period in Table 3 above, identify the source of the funds.	No cost shares are being reported in the fourth quarter.			
Have there been any major personnel changes during this reporting period?	A new member joined the grants management team and is being mentored in the fifth quarter.			
Did any public relations events regarding this grant take place during the reporting period?	In October, DEEP launched its 2022 State DERA Solicitation. A webinar was presented on November 3, 2022. Announcements were sent out through various agency websites and distribution lists.  Throughout this quarter, DEEP participated in a number of informational webinars and events, some in conjunction with Region 1, related to the promotion of the Bilateral Infrastructure Bill Clean School Bus Incentive program. DEEP has also shared information about such informational webinars with interested parties in Connecticut.			
Are you using websites or other tools used to relay information about this grant to the public?	DEEP maintains a website for Diesel Grants and Funding on the DEEP website at: https://portal.ct.gov/DEEP/Air/Mobile-Sources/DERA-Grants. DEEP has also established a website for its Volkswagen NOX Mitigation Program. DERA Option awards are listed under "Administrative Archive" at https://portal.ct.gov/DEEP/Air/Mobile-Sources/VW/VW-SettlementHome. DEEP also maintains a Facebook page, Drive Clean CT, on which DERA announcements and awards are posted. You can link to the site at: https://www.facebook.com/DriveCleanCT/.			

What project activities are planned for the next reporting period?	In the sixth quarter, DEEP will complete its selection of projects for 2022 State DERA Funding DEEP will continue working with 2021 and 2022 recipients to develop scopes of work, contracts and purchase orders for implementing the projects.		
Was any program income generated during the reporting period? Identify amount of program income, how it was generated, and how the program income was/will be used.	No program income has been generated in this reporting period.		
	DEEP maintains a website for Diesel Grants and Funding on the DEEP website at: https://portal.ct.gov/DEEP/Air/Mobile-Sources/DERA-Grants. DERA Option awards are listed under "Administrative Archive" at https://portal.ct.gov/DEEP/Air/Mobile-Sources/VW/VW-SettlementHome		
Do you have any other comments or feedback?			

### Subaward Reporting Requirements Please provide subaward updates on the project. As quarterly reports are submitted, indicate updates or changes for each quarter. For each quarter, please indicate if there was a change from the previous quarter. If yes, please provide an explanation in the subsequent cell. Question Quarter 1 Update Quarter 2 Update Quarter 3 Update Quarter 4 Update Summaries of results of reviews of financial and DEEP operates its State DERA Program exclusively as a rebate program; no subawards are granted. programmatic reports. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance. Environmental results the subrecipient achieved Summaries of audit findings and related passthrough entity management decisions Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332, 2 CFR 200.208 and the 2 CFR

200.339 Remedies for Noncompliance

#### U. S. Environmental Protection Agency DERA National Grant Report Fleet Description

Grant Recipient	CT Dept. of Energy & Environmental Protection
Program FY	FY2021 DERA State Grant
Grant Number	DS 00A00773-3
Project Title	FY 2022 Connecticut Clean Diesel Grant Program

Number of Fleets	6
Total # of All Vehicles	10

INSTRUCTIONS: This Fleet Description should detail all vehicles and engines impacted under the project. The fields below align with EPA's Diesel Emission Quantifier (DEQ), a requirement for the application, workplan, and final reports as part of program grant requirements. The Fleet Description should be updated quarterly with all vehicle and engine upgrades completed. This Fleet Description is broken into two sections: 1) Current Vehicle and Engine Information and 2) New Vehicle and Engine Upgrade Information. All rows of data are required, unless specified as not being applicable to the Equipment Type or Target Fleet. These exceptions are are highlighted in parentheses in the table below. Please refer to the Fleet Description data definitions on tab 11 (Data Dictionary) for additional guidance on each field.

Each vehicle/engine group column below can represent one or more similar pieces of equipment operating in the same fleet. You can copy and paste additional columns as needed to capture all vehicle/engine groups. Please indicate in the FInanical Information row the fiscal year of funds used for the activity descriped within the table.

Note: Individual marine vessels must be listed in separate vehicle/engine group columns. If both auxiliary and propulsion engines on an individual vessel are part of a project, these different engine types must be listed in separate vehicle/engine group columns.

	Fleet Information	Example	Group 1		Group 2		Group 3	Group 4	Group 5	Groop 6
Financial Information	Fiscal Year of EPA Funds Used	2022	FY2021 DERA State Grant	FY2021 DERA State Grant	FY2021 DERA State Grant	FY2021 DERA State Grant  NT VEHICLE AND ENGINE II	FY2021 DERA State Grant	FY2021 DERA State Grant	FY2021 DERA State Grant	FY2021 DERA State Grant
	Group Name:	Sample	F & G Recycling, LLC		Empire Fisheries		City of New Haven	Cross Sound Ferry Services, Inc.	Empire Fisheries	Tirollo Bus Company, LLC
	Fleet Owner:	Sarah	USA Hauling & Recycling, Inc.		Hidden Empire Leasing, LLC		City of New Haven			Tirollo Bus Company, LLC
	Publicly or Privately Owned?:	Publicly	Privately	Privately	Privately	Privately	Publicly	Privately	Privately	Privately
					,	Place of Peri	formance			
	- State(s):	Arizona	Connecticut		Connecticut		Connecticut	Connecticut	Connecticut	Connecticut
	- County(s):	Maricopa	New Haven	New Haven, New Lo	ndon, Fairfield (Long Island Sound (	LIS) & Naugatuck River)	New Haven	New London (LIS)	New Haven, New London, Fairfield (LIS & Quinnipiac River)	New Haven & Fairfield
	- City(s):	Phoenix	Waterbury		Milford		New Haven	New London	Milford	Orange
Basic Fleet	- Zip Code(s):	85308; 85306	06708		06460		06513	06320	06460	06477
Information	- % of Time operated in each Zip Code	80% in 85308; 20% in 85306	100%				100%	50%		100%
	Equipment Type:	Onroad	Nonroad	Marine Vessels	Marine Vessels	Marine Vessels	Onroad	Marine Vessels	Marine Vessels	Onroad
	Target Fleet:	Transit Bus	Terminal Tractor	Marine - Propulsion	Marine - Auxiliary	Marine - Auxiliary	Refuse Hauler	Marine - Auxiliary	Marine - Auxiliary	School Bus
	Class (onroad vehicles, as defined in data dictionary):	Class 6	Class 8				Class 8			
	Vehicle or Engine Group Sector:	Municipal	Freight				Municipal			School Bus
	Vocation (on-highway, short-haul, and marine only):	Other		Fishing Vessel	Fishing Vessel	Fishing Vessel		Ferry Vessel	Fishing Vessel	
	Quantity (number of vehicles in group):	4	1		2		1	1	1	1
	Vehicle Identification Number(s):	1234567891011	4LMBB21135L017D00	CTZ05538D303	CTZ05538D303	CTZ049901097	1CYCEL584BTO50026		DUJ08531C595	4UZABRDKX 8CZ46756
Current Vehicle	Vehicle Make:	Ford	CAPACITY							
Information	Vehicle Model:	Taurus	TJ5000							
	Baseline Vehicle Model Year:	1995	2005							
	Engine Serial Number(s):	4548154	4653556	RG6081A137207	T04045D875261	949614	73238846		70620	926961S000461
	Engine Make:	ABC	Cummins	John Deere	John Deere	Isuzu	Cummins	Caterpillar	Isuzu	Mercedes
	Engine Model:	ABC	B5.9-173c	6081AFM01	4045DM	4BD1	L6	3406	4BG1	GM926LA
	Engine Model Year:	1995	2005	2001	2001	1997	2011	1983	1993	2008
	Engine Tier (nonroad, locomotive, and marine only):	Tier 2	Tier 1	Uncontrolled	Uncontrolled	Uncontrolled		Uncontrolled		
	Tier 4 Standards (Tier 4 only):	N/A								
	Engine After-Treatment Technology (Tier 4 nonroad only):	No DPF, Yes SCR								
	Engine Horsepower:	660	173	375	100	120	450	275	90	205
Current Engine Information	Engine Cylinder Displacement (liters/cylinder; marine only):	5.0 <= size <15.0		5.0 <= size <15.0	3.5 <= size <5.0	3.5 <= size <5.0		1.2 <= size <2.5	3.5 <= size <5.0	
imoi matton	Engine Number of Cylinders (# of cylinders per engine; marine only):	N/A	6	6	4	4	6	6	4	6
	Engine Total Displacement (liters per engine; marine only):	N/A		8.1	4.5	3.856		14.64	4	
	Engine Family Name (if unregulated, then NA):	N/A	5CEXL0359A	1JDXL08.10	1JDXL04.5025 or 28	VSZ3.9C6DARA	BCEXH0408BAK	NA		8DDXH07.2DJA or JC
	Baseline Engine Fuel Type:	ULSD (diesel)	ULSD (diesel)	ULSD (diesel)	ULSD (diesel)	ULSD (diesel)	ULSD (diesel)	ULSD (diesel)	ULSD (diesel)	ULSD (diesel)
	Total # of Propulsion Engines (per vessel; marine only):	N/A		1						
	Total # of Auxiliary Engines (per vessel; marine only):	N/A			1	1			1	

DS 00A00773-3 Fifth Quarter Report - due 1-31-23 draft 1-18-23 8. Fleet Description

#### U. S. Environmental Protection Agency DERA National Grant Report Fleet Description

					Fleet L	Description					
Grant Recipient Program FY Grant Number		FY2021 DE DS 00	ERA State Grant 0A00773-3			Number of Fleets Total # of All Vehicles			6 10		
Project Title		FY 2022 Connecticut C	Clean Diesel Grant Program								
	Annual Amount of Fuel Used (gallons/year per engine):	6000	2600	16000	4000	6000	4264	23000	4000	3000	
	Annual Usage Hours (hours per year per engine; includes idling hours; nonroad, locomotive, and marine only)	3000	1400	2000	2000	2000		1600	2000		
	Annual Miles Traveled (miles per vehicle; on-highway only):	12000	NA				9620			18000	
Current Annual	Annual Idling Hours (hours per engine; on-highway only):	1500	NA				520			200	
Vehicle Data	Annual Hoteling Hours (hours per year per engine; class 8 long-haul combination only):	N/A	NA								
	Remaining Life of Baseline Engine/Vehicle (years per engine; total # of years of engine life remaining at time of upgrade action):	3	5	15	20	15	10	10	12	3	
					NEW VEHIC	CLE AND ENGINE UPGRADE I	INFORMATION		4		
	Year of Upgrade Action:	2018	2022	2023	2023	2023	2022	2023		2023	
	Upgrade Type:	Vehicle Replacement Diesel Oxidation	Vehicle Replacement	Engine Replacement	Engine Replacement	Engine Replacement	Vehicle Replacement	Engine Replacement	Engine Replacement  Se Engine Replacement - ULSD (diesel)	Vehicle Replacement	TH CD (F
	Upgrade Specific:  Class (onroad vehicles, as defined in	Catalyst + Diesel Particulate Filter		c Engine Replacement - OLSD (dies	engine Replacement - OLSD (dies	Engine Replacement - OLSD (dies		te Engine Replacement - OLSD (die	st Engine Replacement - OLSD (dieser)	venicie Replacement -	· OLSD (dies
	data dictionary ):  VIN for New Vehicle(s)	Class 6 1234567890ABCDE	Class 8				Class 8				
Upgrade Information	Total Cost Per Unit (equipment plus labor):	\$ 175,000.00	\$ 309,916	\$ 128,038	\$ 97,116	\$ 97,116	\$ 534,675	\$ 551,120	s	75,135 \$	116,650
	Upgrade Equipment Cost only Per Unit:	\$ 150,000.00	\$ 269,297.00	\$ 54,249.00	\$ 23,327.00	\$ 23,327.00	\$ 527,200.00	\$ 343,920.00	s	23,173.00 \$ 1	116,650.00
	Total Federal Funds Expended Per Unit	\$ 25,000.00								51,962.00	
	(\$ of Total Cost per Unit):  Federal Cost Share Expended Per Unit	\$ 50,000.00									29,162.50
	(% of Total Cost per Unit):	29%	2022	2022		2022	2022	2021	2022	40%	25%
	New Engine Model Year:  New Engine Tier (nonroad, locomotive, and marine only):	2018 Tier 2	2022	Tier 3	Tier 3	Tier 3	2022	Tier 3	Tier 3		
	Tier 4 Standards (Tier 4 only):	N/A									
	New Engine After-Treatment Technology (Tier 4 nonroad only ):	No DPF, Yes SCR									
New Engine	New Engine Horsepower: New Engine Duty Cycle (line-haul	750 N/A									
Information	locomotive only):  New Engine Cylinder Displacement (liters per cylinder per engine; marine	5.0 <= size <15.0									
	only):  New Engine Total Displacement (liters per engine; marine only)	N/A									
	New Engine Number of Cylinders (per engine; marine only):	N/A									
	New Engine Family Name:	ABC									
	New Engine Fuel Type:	ULSD (diesel)		ULSD (diesel)	ULSD (diesel)	ULSD (diesel)		ULSD (diesel)	ULSD (diesel)		
	New Annual Idling Hours (hours per vehicle; on-highway only):	N/A									
New Annual Vehicle Data	New Annual Hoteling Hours (hours per vehicle; class 8 long-haul combination only):	N/A									
	New Annual Fuel Volume (estimated gallons/year per engine):	6000									