

APPENDIX D-4

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

**State of Connecticut
Diesel Emissions Reduction Act (DERA) Option
FY 2022 State DERA
November 17, 2023**

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary _____

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

Action Title:	
Beneficiary's Project ID:	
Funding Request No.	<i>(sequential)</i>
Request Type: (select one or more)	<input type="checkbox"/> Reimbursement <input type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____
Payment to be made to: (select one or more)	<input type="checkbox"/> Beneficiary <input type="checkbox"/> Other (specify): _____
Funding Request & Direction (Attachment A)	<input type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

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

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

ATTACHMENTS
(CHECK BOX IF ATTACHED)

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

CERTIFICATIONS

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

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

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

DATED: _____



Paul E. Farrell
Director, Air Planning & Standards Division

[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. 19 – FY 2022 DERA Option

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_x 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. Connecticut Department of Transportation; SMM New England Corp. (DBA Sims Metals); Stamford Uniform, Linen, Towel and Napkin LLC; Waterfront Enterprises, LLC (DBA Gateway Terminal); O&G Industries, Inc.; Captain John’s Sport Fishing Center, Inc.; Seaview Fisheries, LLC; and William Wilczek/Fishing Vessel Susan LLC 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 eight (8) chosen 2022 DERA Option projects are replacement of a transit van, material handler, two box trucks, a terminal tractor, two front-discharge cement mixers, and three marine diesel propulsion engines, which yield emissions reductions from the improved technology on the new engines. The specifics of each DERA Option project are outlined below.

Connecticut Department of Transportation (CT DOT):

The purpose of this project is to provide funding to replace one 2005 model year (MY) diesel-powered New Flyer XD40 transit van, VIN 5FYD4FV1X5Co28243; the engine is a 2005 MY Cummins model ISL280 engine, Serial Number 46510105. The vehicle will be replaced with a MY 2023 Ford E-Transit all-electric vehicle.

This vehicle will be deployed to serve elderly, disabled and non-ADA customers within the 12 communities in the greater Waterbury, Meriden, and Wallingford service area. The reduction in emissions of the ozone precursor, nitrogen oxides (NO_x), is critically needed in a state that is in nonattainment with the 2008 and 2015 National Ambient Air Quality Standards (NAAQS) for ozone.

SMM New England Corp. (DBA Sims Metals):

The purpose of this project is to provide funding to replace one MY 2004 Sennebogen diesel-powered material handler, VIN 835.0.504; the engine is a 2004 MY Deutz model BF6M1013, Engine Serial

Number (ESN) 00906433. The vehicle will be replaced with a MY 2023 Sennebogen model 850E electric material handler. Purchase and installation of EV supply equipment (EVSE) is included.

Because of the electric-powered replacement and technology advances on the new material handler, the project will enhance air quality by reducing engine emissions and decreasing fuel consumption. The reduction in emissions of the ozone precursor, NO_x, is critically needed in a state that is in nonattainment with the 2008 and 2015 NAAQS for ozone. The material handler operates in New Haven, which is an environmental justice (EJ) community.

Stamford Uniform, Linen, Towel and Napkin LLC (Stamford Linen):

The purpose of this project is to provide funding to replace one MY 2013, Hino 268 box truck, VIN 5PVNE8JT0E4S55911; the engine is a 2013 MY Hino model JO8E, ESN DHMXH077JVC. The funding will also replace one MY 2018, Isuzu NPR box truck, VIN JALE5W167K7900237; the engine is a 2018 MY Isuzu model 4HK1-TC, ESN 8983963520. The vehicles will be replaced with two MY 2023, Kenworth K270E box trucks. Purchase and installation of EVSE is included.

Because of the electric-powered replacement and technology advances on the new box trucks, the project will enhance air quality by reducing engine emissions and decreasing fuel consumption. The reduction in emissions of the ozone precursor, NO_x, is critically needed in a state that is in nonattainment with the 2008 and 2015 NAAQS for ozone. The vehicles operate throughout Fairfield County, which includes EJ communities.

Waterfront Enterprises, LLC (DBA Gateway Terminal):

The purpose of this project is to provide funding to replace one 2001 MY diesel-powered Tico terminal tractor, VIN 151568BTA643380; the engine is a 2001 MY Cummins model 6BTA engine, Serial Number 46108462. The vehicle will be replaced with a MY 2023 all-electric Orange EV e-Triever tractor.

This project is part of Gateway's ongoing "Clean Port Initiative" to operate with cleaner vehicles and equipment. Because of the electric-powered replacement and technology advances on the new terminal tractor, the project will enhance air quality by reducing engine emissions and decreasing fuel consumption. The tractor operates at the Port of New Haven in an EJ area. The reduction in emissions of the ozone precursor, NO_x, is critically needed in a state that is in nonattainment with the 2008 and 2015 NAAQS for ozone.

O&G Industries, Inc. (O&G Industries):

The purpose of this project is to replace one MY 2002, Model C12 Oshkosh front-discharge cement mixer and one MY 2001, Model C10 Oshkosh front-discharge cement mixer with two diesel-powered MY 2023 Oshkosh front-discharge cement mixers. The cement mixers will be used at the O&G asphalt and ready-mix concrete plant in Bridgeport.

Because of the technology advances on the new cement mixer, the project will enhance air quality by reducing engine emissions and decreasing fuel consumption. The reduction in emissions of the ozone precursor, NO_x, is critically needed in a state that has recently been reclassified from marginal to moderate with regard the 2015 NAAQS for ozone. In addition, Bridgeport is in Fairfield 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.

Captain John' Sport Fishing, Inc. (Captain John's Sport Fishing):

The purpose of this project is to provide funding to replace one 1981 Tier 0 Detroit 892N diesel propulsion engine, ESN 08VF073349, on the *FV Sunbeam IV* (Vessel ID #1034431), with a Tier 3 Cummins QSL9 diesel engine.

The *FV Sunbeam IV* is harbored in Waterford. However, the vessel operates in various areas off the Connecticut coast in Long Island Sound and the rivers flowing into it.

Seaview Fisheries, LLC (Seaview Fisheries):

The purpose of this project is to provide funding to replace one 1975 Tier 0 CAT 3304A diesel propulsion engine, ESN 2B5512 Arr. 6N1105, on the *FV Merrick* (Vessel ID #NHZ0D0589594), with a Tier 3 equivalent diesel engine. The *FV Merrick* is harbored in Milford. However, the vessel operates in various areas off the Connecticut coast in Long Island Sound and the rivers flowing into it.

William Wilczek/Fishing Vessel Susan LLC (William Wilczek):

The purpose of this project is to provide funding to replace one Tier 0 diesel engine and powertrain in the commercial fishing vessel, *FV Susan*, owned by William Wilczek. The following engine will be replaced: one 1998 John Deere Series 300, 6.8l diesel engine, ESN T06068T580528, and powertrain on the *FV Susan* (CT7137AK).

The *FV Susan* is harbored on the Niantic River. However, the vessel's range of operations extend from the Niantic River (CT) to the Thames River (CT), Eastern Long Island Sound and Fishers Island Sound both in Connecticut and New York waters, west to the area of Faulkner Island located south of the East River in Guilford, Connecticut. Additionally, the *FV Susan* periodically operates in Block Island Sound and the waters south of Montauk, New York.

Estimate of Anticipated NO_x Reductions (5.2.3):

The estimated emissions were calculated using EPA's Diesel Emissions Quantifier (DEQ). The anticipated annual NO_x emissions reduction from the 2022 DERA Option projects is 8.984 tons per year (tpy). The tons of pollution reduced or avoided over the lifetime of the engines/vehicles selected for the 2022 State DERA Option projects is 33.167 tons of NO_x, and 1.031 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: <https://portal.ct.gov/DEEP/Air/Mobile-Sources/VW/VW-Settlement---Home>; promotional materials will also be posted and cross-linked on DEEP's DERA Grants page at: <https://portal.ct.gov/DEEP/Air/Mobile-Sources/DERA-Grants> and on its [Drive Clean CT](#) Facebook page.

Describe any cost share requirement to be placed on each NO_x 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, which are eligible under the DERA program for a grant of 45% of the project total, with a 55% cost share.

CT DOT:

DEEP is granting \$37,466.45 in 2021-2022 DERA funding (“DERA allocation”) toward this project to the Grantee. Funds for this project will also include \$31,848.08 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”). In total, DEEP is granting \$69,314.53 in DERA funding to the Grantee. The Grantee has agreed to contribute an estimated additional \$90,414.47 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$159,729.00.

Sims Metals:

DEEP is granting \$415,307.55 in 2021-2022 DERA funding toward this project to the Grantee (“DERA Allocation”). Funds for this project will also include \$192,092.55 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”). In total, DEEP is granting \$607,400.10 in 2021-2022 DERA funding to the Grantee. The Grantee has agreed to contribute an estimated additional \$746,424.90 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$1,353,825.00.

Stamford Linen:

DEEP is granting \$107,697.22 in 2019-2020 DERA funding toward this project to the Grantee (“DERA Allocation”). Funds for this project will also include \$261,059.65 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”). In total, DEEP is granting \$368,756.87 in DERA funding to the Grantee. The Grantee has agreed to contribute an estimated additional \$453,159.79 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$821,916.66.

Gateway Terminal:

DEEP is granting \$159,504.41 in 2022 DERA funding toward this project to Grantee. Funds for this project have been 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”). Grantee has agreed to contribute an estimated additional \$196,012.59 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$355,517.00.

O&G Industries:

DEEP is granting up to \$162,821.66 in FY 2021-2022 State DERA funding to the Grantee. O&G has agreed to contribute an estimated additional \$515,910.34 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$678,732.00. 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.).

Captain John’s Sport Fishing:

DEEP is granting \$60,340.39 in 2022 DERA funding toward this project to Grantee. Funds for this project have been 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”). Grantee has agreed to contribute an estimated additional \$90,962.89 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$151,303.28

Seaview Fisheries:

This Grant in the total amount of \$21,934.24 was authorized in accordance with EPA’s State DERA. Funds for this project have been 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”). Grantee has agreed to contribute an estimated additional \$33,065.76 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$55,000.00.

William Wilczek:

This Grant in the total amount of \$36,839.60 was authorized in accordance with EPA’s State DERA. Funds for this project have been 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”). Grantee has agreed to contribute an estimated additional \$55,535.54 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$92,375.14.

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 specified 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 all projects (except for Captain John’s Sport Fishing, Seaview Fisheries and William Wilczek) meet the locational selection criteria; mitigation funds will be used to decrease the impacts of NO_x emissions on communities that have historically experienced a disproportionate share of the state’s air pollution burden.

Additionally, two grantees, CT DOT and O&G Industries, 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**

ATTACHMENT 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 Northern District and to the Trustee	October 2017
Connecticut certified as a Designated Beneficiary under the VW Trust	January 29, 2018
Connecticut submitted its final mitigation plan to Wilmington Trust (the Trustee)	April 26, 2018
DEEP 2022 DERA informational webinar	November 3, 2022
Request for FY 2022 DERA State proposals announced	October 20, 2022
Request for FY 2022 DERA State proposals closing - application deadline	November 30, 2022
FY 2022 DERA awards selected, and notification sent to awardees/recipients	April 28, 2023
Recipients enter into contracts, purchase orders	CY 2023 Q2 – CY 2024 Q1
New engines/vehicles delivered	CY 2023 Q3 – CY 2024 Q3
Recipients submit proof of destruction and scrappage documentation	CY 2023 Q4 – CY 2024 Q3
DEEP receives all required invoices and documentation	Upon completion but no later than August 31, 2024 ¹
DEEP reviews, requests corrections, if necessary, certifies project completion, and provides reimbursement.	CY 2024 Q1 – Q4
DEEP reports to Trustee on status of and expenditures with Mitigation Actions completed and underway	Within 6 months of first disbursement; January 30 and July 30 thereafter

¹ To encourage prompt completion of the projects, DEEP included an August 31, 2023, 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:			
Connecticut Department of Transportation – Recipient #1	\$159,729.00	\$31,848.08	\$127,880.92
SMM New England Corp. (DBA Sims Metals) – Recipient #2	\$1,353,825.00	\$192,092.55	\$1,161,732.45
Stamford Uniform, Linen, Towel and Napkin LLC – Recipient #3	\$821,916.66	\$261,059.65	\$560,857.01
Waterfront Enterprises, LLC (DBA Gateway Terminal) – Recipient #4	\$355,517.00	\$159,504.41	\$196,012.59
O&G Industries, Inc. – Recipient #5	\$678,732.00	\$162,821.66	\$515,910.34
Captain John’s Sport Fishing - Recipient #6	\$151,303.28	\$60,340.39	\$90,962.89
Seaview Fisheries, LLC – Recipient #7	\$55,000.00	\$21,934.24	\$33,065.76
William Wilczek/Fishing Vessel Susan LLC – Recipient #8	\$92,375.14	\$36,839.60	\$55,535.54
Project Totals	\$3,668,398.08	\$926,440.58	\$2,741,957.50
Percentage of Total Project Cost	100%	25%	75% ²
DEEP Administrative ³	\$0	\$0	\$0
Project Totals with DEEP Administrative	\$3,668,398.08	\$926,440.58	\$2,741,957.50

² 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%.

³ Subject to Appendix D-2 15% administrative cap.

PROJECTED TRUST ALLOCATIONS

	2018-2019 (Round 1)	2019 – 2020 (Round 2)	2021 – 2022 (Round 3)	2022 (DOT Round 1)	2022-2023 (FY 21 DERA Option)	VW 2022 – 2023 (Round 3)
1. Anticipated Annual Project Funding Request to be Paid through the Trust	\$6,147,443.68	\$7,031,231.62	\$1,285,203.82	\$4,901,169.00	\$373,494.10	\$9,464,611.40 ⁴
2. Anticipated Annual Cost Share	\$12,297,653.09	\$11,563,464.25	\$2,193,056.16	\$10,172,211.00	\$569,572.78	\$5,500,879.38
3. Anticipated Total Project Funding by Year (line 1 + line 2)	\$18,445,096.77	\$18,594,695.87	\$3,478,259.98	\$15,073,380.00	\$943,066.88	\$14,965,490.78
4. Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$0	\$5,772,084.55 ⁵	\$3,023,287.72 ⁶	\$865,846.40 ⁵	\$1,656,368.23 ⁷	\$1,656,368.23 ⁸
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	\$4,901,169.00	\$373,494.10	\$9,464,611.40
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	\$5,767,015.40	\$2,029,862.33	\$11,120,979.60
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	\$36,334,951.88	\$35,961,457.78
8. Net Beneficiary Funds Remaining in Trust, Net of Cumulative Beneficiary Funding Actions (line 7 - line 1) ⁹	\$49,552,556.32	\$42,521,324.70	\$41,236,120.88	\$36,334,951.88	\$35,961,457.78	\$26,496,846.38

⁴ \$9,464,611.40 is the total funding for Round 3; it includes funding for the electric crane and Class 4-8 buses mitigation projects awarded.

⁵ \$5,772,084.55 is the reimbursement amount paid by the Trust in 2020.

⁶ \$3,023,287.72 is the reimbursement amount paid by the Trust in 2021.

⁷ \$1,656,368.23 is the reimbursement amount paid by the Trustee between 8/17/22 and 9/29/23.

⁸ \$1,656,368.23 is the reimbursement amount paid by the Trustee between 8/17/22 and 9/29/23.

⁹ 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.

PROJECTED TRUST ALLOCATIONS, CONTINUED

	2023-2024 (FY 22 DERA Option)
1. Anticipated Annual Project Funding Request to be Paid through the Trust	\$926,440.58
2. Anticipated Annual Cost Share	\$2,741,957.50
3. Anticipated Total Project Funding by Year (line 1 + line 2)	\$3,668,398.08
4. Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$1,656,368.23 ¹⁰
5. Current Beneficiary Project Funding to be Paid through the Trust (line 1)	\$926,440.58
6. Total Funding Allocated to Beneficiary, inclusive of Current Action by Year (line 4 + line 5)	\$2,582,808.81
7. Beneficiary Share of Estimated Funds Remaining in the Trust	\$26,496,846.38
8. Net Beneficiary Funds Remaining in Trust, Net of Cumulative Beneficiary Funding Actions (line 7 - line 1) ¹¹	\$25,570,405.80

¹⁰ \$1,656,368.23 is the reimbursement amount paid by the Trustee between 8/17/22 and 9/29/23.

¹¹ 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 CT DOT

SCOPE OF WORK

Purpose: This Agreement is entered into between the Connecticut Department of Energy and Environmental Protection (“DEEP”) and the Connecticut Department of Transportation (Grantee) to provide funding to replace one 2005 model year (MY), Class 7, diesel-powered New Flyer XD40 transit bus, VIN 5FYD4FV1X5CO28243; the engine is a 2005 MY Cummins model ISL280 engine, Serial Number 46510105. The vehicle will be replaced with a MY 2023 Ford ETransit all-electric vehicle. DEEP requested and EPA granted a waiver to allow this replacement of a Class 7 diesel bus with a Class 3 EV van. (See Attachment A.)

This vehicle will be deployed to serve elderly, disabled and non-ADA customers within the 12 communities in the greater Waterbury, Meriden, and Wallingford service area. The reduction in emissions of the ozone precursor, nitrogen oxides, is critically needed in a state that is in nonattainment with the 2008 and 2015 National Ambient Air Quality Standards for Ozone.

Grantee 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 transit bus.

Description: The Project is titled: *“Electric Vehicle - Ford ETransit”*

1. Deliverables/Scope of Work: Following execution of this Scope of Work, Grantee shall be responsible for the below tasks. Grantee shall complete all tasks below relating to this Project no later than August 31, 2024. Completion of the Project shall include documentation of the scrappage of the replaced transit bus. All tasks conducted by Grantee shall be in accordance with the DERA Grant conditions.

A. Work Tasks

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

Task 1: Planning and Procurement

Task 2: Delivery and Installation of EV Charging Infrastructure

Task 3: Delivery of (1) All-Electric Transit Van and Scrappage of (1) Diesel Transit Bus.

Task 4: Reports

Task 1: Planning & Procurement

- Grantee shall comply with the work plan and schedule of specific tasks that was submitted by DEEP and approved by the Environmental Protection Agency.
- Grantee 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.

- Grantee shall submit to the DEEP Project Manager, a summary of Grantee's procurement process for selecting replacement transit van, EVSE, vendors, and installation contracts, along with all bids received. Grantee's Summary of its procurement process shall include, but not be limited to, all criteria used for selecting the specific replacement vehicles, EVSE units, vendors, and installation contracts. Upon DEEP's approval, Grantee shall purchase said replacement vehicle and EVSE.
- Grantee shall submit to the DEEP Project Manager a copy of the Purchase Orders to the selected vendor for the new EV and EVSE and to the installation Contract for the EVSE (if different from the vendor). Grantee shall also submit to the DEEP Project Manager all documentation of any down payments or up-front payments for the vehicles and EVSE.

Task 2. Delivery and Installation of EV Charging Infrastructure

The EVSE is a standard level 2 charger that is included in the total purchase price of the bus. Grantee shall accept delivery of the EVSE and provide DEEP with documentation of the purchase and delivery of the charging unit. Documentation shall include, but not be limited to, vendor invoice and proof of purchase.

Grantee shall have the EVSE installed at **761 Frost Bridge Rd. Watertown, CT 06795** by licensed inhouse electrician and shall submit to DEEP 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 transit van replacement.

Task 3. Delivery of One EV Transit Van and Scrappage of One Diesel Transit Bus; Completion of Project

After selecting a Vendor and issuing a Purchase Order for the new EV transit van, Grantee will track the progress of the manufacturing and outfitting of the new transit van for its intended use. When that process is complete, Grantee shall take delivery of the EV transit van.

Grantee shall render the replaced transit bus 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.

Grantee shall provide documentation that the transit van has been scrapped; this includes EPA's Certificate of Destruction (Attachment 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 transit bus before and after cutting the chassis. Grantee shall submit to DEEP an invoice for payment, along with confirmation that the project has been completed.

Grantee shall submit the following documents to DEEP within thirty (30) days of completion and confirmation that the vehicle is fully operable:

- a. *Invoice from the Vendor for delivered transit van and documentation of payment to Vendor*
- b. *EPA-required photographic scrappage documentation for the replaced transit bus*
 - a. *VIN plate*
 - b. *Engine plate showing serial number*
 - c. *Side profile of vehicle before destruction*
 - d. *Cut chassis rails*
 - e. *Engine block before drilling*
 - f. *Engine block with 3-inch diameter hole*
- c. *Completed copy of EPA Certificate of Engine/Chassis Destruction (Attachment B)*
- d. *Receipt for scrap value or other income from the scrapped vehicle, if applicable*
- e. *Delivery Confirmation (Certificate of Origin and photos of the new transit van, along with its VIN(s) and engine plate(s))*
- f. *Confirmation that the project is completed, and that the transit van is operating satisfactorily for its intended use*
- g. *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: Reports

- Status Report: Grantee shall provide DEEP with status updates to be included in DEEP's Quarterly Reports to EPA. Grantee shall provide the status reports to DEEP as follows:
 - a. *Seventh Quarter status report due on or before July 1, 2023*
 - b. *Eighth Quarter status report due on or before October 1, 2023*
 - c. *Ninth Quarter status report due on or before January 1, 2024*
 - d. *Tenth Quarter Status report due on or before April 15, 2024*
- Materials for DEEP's Final Report to EPA: Grantee shall also provide to DEEP all materials/information necessary to enable DEEP to prepare and submit a final report to EPA upon completion of the Project. Grantee shall provide all requested materials by August 31, 2024, to enable DEEP to prepare and submit the final report to EPA by September 30, 2024. The materials/information to

be provided by Grantee to DEEP may include, but will not be limited to:

- a. *Environmental results;*
- b. *Work plan accomplishments;*
- c. *Challenges encountered during planning and implementation;*
- d. *Emissions reductions;*
- e. *Budgetary issues, including funds expended;*
- f. *Public relations activities;*
- g. *Technical and identification information for vehicles and engines; and*
- h. *Jobs preserved or created.*

B. General Provisions

1. Grantee shall comply with all applicable Federal, State, and local laws, rules, and regulations.
2. Grantee shall perform all tasks within the timelines specified in the EPA approved extended Project period.
3. Grantee is responsible for all sub-contractors and/or vendors employed for this Project.
4. Grantee is responsible for developing and obtaining all applicable permits required for this Project.
5. Grantee shall ensure that all wastes, materials and/or contaminated water generated from the proposed Project are disposed of in accordance with all applicable federal, state, and local laws and regulations.
6. All electric vehicles and charging equipment purchased by Grantee using the DERA funds referenced in the Budget Section below shall be the property of Grantee. Said vehicles will be used to replace older diesel-powered vehicles in Grantee's fleet. Grantee shall bear sole responsibility for all vehicles purchased by Grantee using the DERA Funds. Such responsibilities include, but are not limited to, maintenance, storage, operation, insurance, and liability. Under no circumstances shall the State bear any responsibility for any vehicles purchased using such DERA Grant funds, or any vessels owned by Grantee.
7. All work related to this Project shall be completed at least thirty (30) days prior to the expiration date of this Scope of Work unless an extension has been requested and approved by DEEP in accordance with Section 7 below

2. Budget: DEEP is granting \$37,466.45 in 2021-2022 DERA funding ("DERA allocation") toward this Project to the Grantee. This Grant was authorized in accordance with EPA's State DERA and is administered by DEEP. The Grantee shall adhere to the budget which is included in this Agreement in Appendix B. Eligible costs shall include design and engineering, parts and materials, and installation. Project costs in excess of the maximum payable amount under this Contract shall not be borne by the State

Funds for this Project will also include \$31,848.08 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 the Grantee of DERA Option funds will be made directly by the Wilmington Trust, the trustee for Volkswagen AG, upon DEEP’s approval of the Grantee’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.

In total, DEEP is granting \$69,314.53 in DERA funding to the Grantee. The Grantee has agreed to contribute an estimated additional \$90,414.47 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$159,729.00. Payment is contingent upon documentation of the completion of the tasks outlined in this Scope of Work.

- 3. Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Scope of Work must provide credit as follows: “Funding provided by EPA DERA Grant and administered by the Connecticut Department of Energy and Environmental Protection.”
- 4. Publication of Materials:** Grantee must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Scope of Work.

Unless specifically authorized in writing by the State, on a case by case basis, the Grantee shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Grantee’s products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may Grantee use the State Seal in any way without the express written consent of the Secretary of State.

5. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language;

or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number – 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program, or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

6. 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 completed DERA Option Request for Payment form and attachments confirming amounts, dates, and descriptions of services covered by the invoice, and shall be submitted to:

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

7. 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, including but not limited to:

1. revisions to the maximum Scope of Work payment,
2. the total unit cost of service,
3. the Scope of Work's objectives, services, or plan,
4. due dates for reports,
5. completion of objectives or services, and
6. any other Scope of Work revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than sixty (60) days prior to the expiration date of the Scope of Work. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. Such extension must be approved by EPA if it is beyond the project period for the grant. If deemed acceptable, approval will be received in the form of an amendment to the Scope of Work.

- 8. Final Report:** Within thirty (30) days of the expiration date of this Scope of Work, Grantee shall submit to the DEEP Project Coordinator, materials to assist DEEP in preparing its Final Report to EPA, including documentation and accuracy assessment satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met. All data collected over the course of the Project will be submitted to the DEEP Project Coordinator.
- 9. Final Financial Report:** Within thirty (30) days of the expiration date of this Scope of Work, Grantee shall submit a Final Financial Report to the DEEP Project Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal.

Appendix B
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 Contract and shall be scheduled as follows, provided that the total sum of all payments shall not exceed \$37,466.45.

Task & Deliverables	Task Delivery Date	Estimated Budget			
		Project Total	Grantee Cost-Share	DERA Option VW Funds	CT State DERA
1. Planning & Procurement: <ul style="list-style-type: none"> Approved work plan with project timeline/schedule Signed EPA Eligibility Form Summary of procurement process for selecting replacement transit van Summary of criteria used for selecting Vendor and names of Vendors selected 	July / August 2023	\$0	\$0	\$0	\$0
<ul style="list-style-type: none"> Copy of Purchase Order issued for new transit van Documentation of any advance payments if applicable 	August/ September 2023				
Task 2: Delivery and Installation of EVSE: <ul style="list-style-type: none"> The EVSE is a standard level 2 charger that is included in the total purchase price of the bus. The installation of the EVSE will be done by licensed inhouse electrician. 	August 2024				
3. Delivery of New Vehicle(s), Scrappage of Replaced Vehicle(s), Completion of Project <ul style="list-style-type: none"> Invoice from the Vendor for delivered transit van and documentation of payment to Vendor 	August 31, 2024	\$159,729.00	\$159,729.00		
<ul style="list-style-type: none"> EPA-required photographic scrappage documentation for replaced transit bus Completed copy of EPA Certificate of Engine/Chassis Destruction Receipt for scrap value or any other income from the scrapped transit bus, if applicable Confirmation that the project is completed, and that the transit van 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. 	August 31, 2024	\$159,729.00	-\$69,314.53	\$31,848.08	\$37,466.45
4. Provide Updates and Information for Quarterly and Other Reports <ul style="list-style-type: none"> Updates for Seventh Quarter 	<ul style="list-style-type: none"> On or before 07/01/23 				

Task & Deliverables	Task Delivery Date	Estimated Budget			
		Project Total	Grantee Cost-Share	DERA Option VW Funds	CT State DERA
<ul style="list-style-type: none"> Report • Updates for Eighth Quarter Report • Updates for Ninth Quarter Report • Updates for Tenth Quarter Report EPA-required material for Final Report (upon completion but no later than 08/31/24)	<ul style="list-style-type: none"> • On or before 10/01/23 • On or before 01/01/24 • On or before 04/01/24 On or before 08/31/24				
Total:		\$159,729.00	\$90,414.47	\$31,848.08	\$37,466.45

**** For avoidance of doubt, the above "Budget Table and Schedule of Payments" reflects the overall cost of replacing the vehicle(s) and installing the EVSE. Under no circumstances shall DEEP be responsible for reimbursing any sums greater than the maximum allowable amount under this Agreement.**

Funds shall be paid to Grantee for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices showing work completed and costs thereof with any required supportive documentation. Invoices shall be submitted not more frequently than quarterly. All payments to Grantee are subject to review and approval by the Commissioner, at her sole discretion

Final Payment shall be issued following completion of this Project to the Commissioner's satisfaction, submission of materials for a Final Report and associated documentation demonstrating that all elements of the Deliverables in Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total project costs.

The total sum of all payments shall not exceed the maximum Scope of Work amount noted above. Should the total Project costs be less than the amount on which the grant was based, reimbursement will be reduced to the allowable percentage of total costs as established by EPA for the State DERA program.

Signature, Connecticut Department of Transportation Authorized Representative

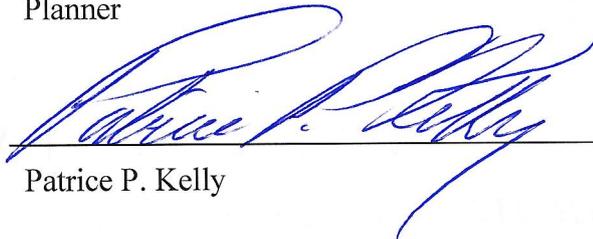


10/12/2023

Typed Name: Mark Goodale, Transportation Supervising Planner

Date

Signature, DEEP Assigned Project Manager



10/12/23

Typed Name: Patrice P. Kelly

Date

ATTACHMENT A
EPA Waiver Approval



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Washington, DC 20460

OFFICE OF
AIR AND RADIATION

25 August 2023

Patrice P. Kelly
Senior Environmental Analyst
Planning & Standards Division
Mobile Sources Group
Bureau of Air Management
Connecticut Department of Energy
& Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

Dear Patrice P. Kelly:

Thank you for your August 8, 2023, letter to the U.S. Environmental Protection Agency (EPA). In the letter, the Connecticut Department of Energy and Environmental Protection (CDEEP) is requesting permission to replace a Class 7 diesel powered transit bus with a Class 3 Ford ET transit Zero Emissions Vehicle (ZEV) and permission for the scrappage site to differ from the new replacement vehicle's operational location.

Section IX.I.1. of the [2021-2022 Diesel Emissions Reduction Act \(DERA\) State Grants Program Guide](#) states that, to be eligible for funding under this program the replacement vehicle must be of "similar type and gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced." Section VIII.G of the defines project location as "the primary area the affected vehicles/engines operate, or the primary area where the emissions benefits of the project will be realized."

In correspondence with EPA, CDEEP explained that by replacing the class 7 diesel transit bus with a smaller class 3 electric replacement transit bus and operating in Waterbury versus New Britain (vehicle destruction location), fewer trips can be made with more passengers and reduce exposing passengers to diesel exhaust emissions. CDEEP also noted that the cities of Waterbury and New Britain are both located in counties listed on the DERA priority area county list.

EPA agrees to grant a one-time waiver to the Connecticut Department of Energy and Environmental Protection (CDEEP) to 1) replace the Class 3 Ford ET transit ZEV replacement vehicle with a Class 3 Ford ET transit Zero Emissions Vehicle (ZEV) and 2) allow the Class 7 vehicle destruction site to be in New Britain and the replacement to operate in Waterbury since both of these locations are located in counties listed on the DERA priority county list. CDEEP's DERA State Grant project must meet all other requirements and eligibility thresholds as set forth

in the 2021-2022 DERA State Grants Program Guide and [General Terms and Conditions](#) of the award.

If you have further questions, please contact me or your staff may email Jorge Acevedo, the State DERA Program Coordinator, at acevedo.jorge@epa.gov.

Sincerely,

Stephanie Watson, Supervisor
Diesel Emissions Reduction Section

cc: Pujarini Maiti, Region 1
Gary Rennie, Region 1
Chanel Daniels, OTAQ Headquarters

ATTACHMENT B
Certificate of Engine/Chassis Destruction

U.S. EPA Diesel Emission Reduction Program
Certificate of Engine/Chassis Destruction

EPA Grantee Name: CT Dept. of Energy & Environmental Protection EPA Grant No.: DS 00A00773 - 3

Subgrantee Name: _____

Vehicle Owner Name: _____

Vehicle Owner Address: _____

Old Vehicle/Chassis Information

Make:		Vehicle ID Number:	
Model:		Odometer Reading:	miles
Year:			

Old Engine Information

Make:		Horsepower:	
Model:		ID or Serial No.:	
Year:		EPA Engine Family Name:	

Name of Dismantler: _____

Address of Dismantler: _____

Date Vehicle Accepted by Dismantler: _____

Signature of Dismantler: _____

EPA Grantee/Subgrantee Authorized Representative:

Date engine/chassis disabled: _____

Statement: I certify that within 90 days of replacement, the old engine and chassis (where applicable) have been permanently disabled. Disabling the engine consists of cutting, drilling, or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame-rails on each side of the vehicle/equipment at a point located between the front and rear axles. If other, pre-approved scrappage methods were used, details and documentation are attached. Photos of the disabled engine/chassis that are required pursuant to the Terms and Conditions of the EPA award agreement are attached to this Certificate of Vehicle/Engine Destruction.

Authorized Name: _____
Print Name

Authorized Signature: _____ Date: _____

Note: Documentation must include JPEG images of the following, with corresponding file names.

- | | | | |
|----------------------------|-----------------------------|--------------------------------|----------------------|
| 1) Side profile of vehicle | 3) Engine label | 5) Engine block, prior to hole | 7) Others, as needed |
| 2) VIN | 4) Chassis rail cut in half | 6) Engine block, after hole | |

ATTACHMENT B-2

ELIGIBLE MITIGATION ACTION MANAGEMENT PLAN FOR SIMS METALS

Appendix A SCOPE OF WORK

Purpose: This Agreement is entered into between the Connecticut Department of Energy and Environmental Protection (“DEEP”) and SMM New England Corp. (DBA Sims Metals) (hereinafter “Contractor”) to provide funding to replace one model year (MY) 2004 Sennebogen diesel-powered material handler, VIN 835.0.504; the engine is a 2004 MY Deutz model BF6M1013, Engine Serial Number (ESN) 00906433. The vehicle will be replaced with a MY 2023 Sennebogen model 850E electric material handler. Purchase and installation of EV Supply Equipment (EVSE) is included.

Because of the electric-powered replacement and technology advances on the new material handler, 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 is in nonattainment with the 2008 and 2015 National Ambient Air Quality Standards for ozone. The material handler operates in New Haven, which is an environmental justice community.

The Contractor shall be responsible for all phases of the project, including project management services and material as needed to complete this project. The project shall also require documentation of the scrapping of the replaced material handler.

Description: The Project is titled: “*Sims Metals Zero Emission Scrap Handling Initiative*”

1. Deliverables/Scope of Work: Following execution of this Contract, the Contractor shall be responsible for the below tasks. The Contractor shall complete all tasks below relating to this Project no later than August 31, 2024. Completion of the Project shall include documentation of the scrapping of the replaced material handler. All tasks conducted by the Contractor shall be in accordance with the DERA Grant conditions

A. Work Tasks

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

Task 1: Planning & Procurement

- The Contractor shall comply with the work plan and schedule of specific tasks that was submitted by DEEP and approved by the Environmental Protection Agency (EPA).
- The Contractor 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.

- The Contractor shall submit to the DEEP Project Manager, a summary of the Contractor's procurement process for selecting replacement EVs, EVSE, vendors, and installation contractors, along with all bids received. The Contractor's summary of its procurement process shall include, but not be limited to, all criteria used for selecting the specific replacement EV material handler, EVSE unit, vendors, and installation contractors. Upon DEEP's approval, the Contractor shall purchase said replacement equipment and EVSE.
- The Contractor shall submit to the DEEP Project Manager a copy of the Purchase Orders to the selected vendor for new equipment and EVSE and to the installation contractor for the EVSE (if different from the vendor). The Contractor shall also submit to the DEEP Project Manager all documentation of any down payments or up-front payments for the EV and EVSE.

Task 2. Delivery and Installation of EV Charging Infrastructure

After selecting a vendor (if different from the EV vendor) and issuing a Purchase Order, the Contractor shall accept delivery of the EVSE and provide DEEP with documentation of the purchase and delivery of the charging unit. Documentation shall include, but not be limited to, vendor invoice and proof of purchase.

The Contractor shall have the EVSE installed at its New Haven location and shall submit to DEEP 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 form. This may be combined with the invoice and deliverables for the material handler replacement.

Task 3. Delivery of EV Material Handler and Scrappage of Diesel Material Handler; Completion of Project

After selecting a Vendor and issuing a Purchase Order for the new material handler, the Contractor will track the progress of the manufacturing and outfitting of the new unit for its intended use. When that process is complete, the Contractor shall take delivery of the EV material handler.

The Contractor shall render the replaced material handler 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.

The Contractor shall provide documentation that the material handler has been

scrapped; this includes EPA's Certificate of Destruction (Appendix C) and the following photos: 1) the VIN plate, 2) the engine serial number plate, 3) the engine before and after drilling and 4) the material handler before and after cutting the chassis. The Contractor shall submit to DEEP an invoice for payment, along with confirmation that the project has been completed.

The Contractor shall submit the following documents to DEEP within thirty (30) days of completion and confirmation that the material handler is fully operable:

- a. *Invoice from the Vendor for delivered material handler and documentation of payment to Vendor*
- b. *EPA-required photographic scrapage documentation for the replaced material handler*
 - a. *VIN plate*
 - b. *Engine plate showing serial number*
 - c. *Side profile of vehicle before destruction*
 - d. *Cut chassis rails*
 - e. *Engine block before drilling*
 - f. *Engine block with 3-inch diameter hole*
- c. *Completed copy of EPA Certificate of Engine/Chassis Destruction (Appendix C)*
- d. *Receipt for scrap value or other income from the scrapped material handler, if applicable*
- e. *Delivery confirmation (Certificate of Origin and photos of the new material handler, along with its VIN and engine plate)*
- f. *Confirmation that the project is completed, and that the material handler is operating satisfactorily for its intended use*
- g. *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 6 ("Submission of Materials") below.)*

Task 4: Reports

- Status Report: The Contractor shall provide DEEP with status updates to be included in DEEP's Quarterly Reports to EPA. The Contractor shall provide the status reports to DEEP as follows:
 - a. First Status Update (*for EPA Seventh Quarter report*) due on or before July 1, 2023
 - b. Second Status Update (*for EPA Eighth Quarter report*) due on or before October 1, 2023
 - c. Third Status Update (*for EPA Ninth Quarter report*) due on or before January 1, 2024
 - d. Fourth Status Update (*for EPA Tenth Quarter report*) due on or before April 1, 2024
- Materials for DEEP's Final Report to EPA: The Contractor shall also provide to DEEP all materials/information necessary to enable DEEP to prepare and

submit a final report to EPA upon completion of the Project. The Contractor shall provide all requested materials by August 31, 2024, to enable DEEP to prepare and submit the final report to EPA by September 30, 2024. The materials/information to be provided by the Contractor to DEEP may include, but will not be limited to:

- a. *Environmental results;*
- b. *Work plan accomplishments;*
- c. *Challenges encountered during planning and implementation;*
- d. *Emissions reductions;*
- e. *Budgetary issues, including funds expended;*
- f. *Public relations activities;*
- g. *Technical and identification information for vehicles and engines; and*
- h. *Jobs preserved or created.*

B. General Provisions

1. The Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations.
2. The Contractor shall perform all tasks within the timelines specified in the EPA approved workplan and schedule or provide explanation for delays in the required quarterly report updates.
3. The Contractor is responsible for all sub-contractors and/or vendors employed by Contractor for this Project.
4. The Contractor is responsible for developing and obtaining all applicable permits required for this Project.
5. The Contractor shall ensure that all wastes, materials and/or contaminated water generated from the proposed Project are disposed of in accordance with all applicable federal, state, and local laws and regulations.
6. All electric vehicles and charging equipment purchased by the Contractor using the DERA funds referenced in the Budget Section (Appendix B) below shall be the property of the Contractor. Said vehicles will be used to replace older diesel-powered vehicles in the Contractor's fleet. The Contractor shall bear sole responsibility for all vehicles purchased by the Contractor using the DERA funds. Such responsibilities include, but are not limited to, maintenance, storage, operation, insurance, and liability. Under no circumstances shall the State bear any responsibility for any vehicles purchased using such DERA Grant funds, or any equipment owned by the Contractor.
7. All work related to this Project shall be completed at least thirty (30) days prior to the expiration date of this Contract unless an extension has been requested and approved by DEEP in accordance with Section 7 below.

2. Budget: The Connecticut Department of Energy and Environmental Protection ("DEEP") is

granting \$415,307.55 in 2021-2022 Diesel Emission Reduction Act (“DERA”) funding toward this Project to the Contractor (“DERA Allocation”). This Grant was authorized in accordance with EPA’s State Diesel Emission Reduction Act (DERA) and is administered by DEEP. The Contractor shall adhere to the budget which is included in this Agreement in Appendix B. Eligible costs shall include design and engineering, parts and materials, and installation. Project costs in excess of the maximum payable amount under this Contract shall not be borne by the State

Funds for this Project will also include \$192,092.55 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 the Contractor of DERA Option funds will be made directly by the Wilmington Trust, the trustee for Volkswagen AG, upon DEEP’s approval of the Contractor’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.

In total, DEEP is granting \$607,400.10 in 2021-2022 Diesel Emission Reduction Act (DERA) funding to the Contractor. The Contractor has agreed to contribute an estimated additional \$746,424.90 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$1,353,825.00. Payment is contingent upon documentation of the completion of the tasks outlined in this Scope of Work.

- 3. Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Contract must provide credit as follows: “Funding provided by EPA DERA Grant and administered by the Connecticut Department of Energy and Environmental Protection.”
- 4. Publication of Materials:** The Contractor must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor’s products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

5. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or

deep.accommodations@ct.gov.

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

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For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

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This video with closed captioning is available at www.ct.gov/deep.

6. 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

All **invoices** must include the PO #, PS #, 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
Email: DEEP.AccountsPayable@ct.gov

7. 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, including but not limited to:

1. revisions to the maximum Contract payment,
2. the total unit cost of service,
3. the contract's objectives, services, or plan,
4. due dates for reports,
5. completion of objectives or services, and
6. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than sixty (60) days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. Such extension must be approved by EPA if it is beyond the project period for the grant. If deemed acceptable, approval will be received in the form of a contract amendment.

8. Final Report: Within thirty (30) days of the expiration date of this Contract, the Contractor shall submit to the DEEP Project Coordinator, materials to assist DEEP in preparing its Final Report to EPA, including documentation and accuracy assessment satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met. All data collected over the course of the Project will be submitted to the DEEP Project Coordinator.

9. Final Financial Report: Within thirty (30) days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the DEEP Project Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal.

Appendix B
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 Contract and shall be scheduled as follows, provided that the total sum of all payments shall not exceed \$415,307.55.

Task & Deliverables	Task Delivery Date	Estimated Budget			
		Project Total	Contractor Cost-Share	DERA Option VW Funds	CT State DERA
1. Planning & Procurement: <ul style="list-style-type: none"> • Approved work plan with project timeline/schedule • Signed EPA Eligibility Form • Summary of procurement process for selecting replacement material handler • Summary of criteria used for selecting Vendor and names of Vendors selected 	Completed. No DERA funds used for this task.	\$0	\$0	\$0	\$0
<ul style="list-style-type: none"> • Copy of Purchase Order issued for new material handler • Documentation of any advance payments if applicable 	<i>In accordance with the workplan and schedule developed by the Contractor and DEEP, and approved by EPA</i>	\$0	\$0		
Task 2: Delivery and Installation of EVSE: <ul style="list-style-type: none"> • Invoices from the Vendor/Contractor for delivery and installation of the EVSE along with documentation of payment to Vendor/Contractor 	<i>In accordance with the workplan and schedule developed by the Contractor and DEEP, and approved by EPA</i>	\$35,000.00	\$35,000.00		
<ul style="list-style-type: none"> • An invoice to DEEP, for reimbursement under the grant, that satisfies the requirements of Section D-4 of the Mitigation Trust Agreement. 	<i>In accordance with the workplan and schedule developed by the Contractor and DEEP, and approved by EPA</i>		-\$15,702.92		\$15,702.92
3. Delivery of New Vehicle(s), Scrappage of Replaced Vehicle(s), Completion of Project <ul style="list-style-type: none"> • Invoice from the Vendor for delivered material handler and documentation of payment to Vendor 	August 31, 2024	\$1,318,825.00	\$1,318,825.00		
<ul style="list-style-type: none"> • EPA-required photographic scrappage documentation for replaced material handler • Completed copy of EPA Certificate of Engine/Chassis Destruction • Receipt for scrap value or any other income from the scrapped material handler, if applicable • Confirmation that the project is completed, and that the material handler is operating satisfactorily for its intended use 	August 31, 2024		-\$591,697.18	\$192,092.55	\$399,604.63

SIMS Metals
6-16-23

Task & Deliverables	Task Delivery Date	Estimated Budget			
		Project Total	Contractor Cost-Share	DERA Option VW Funds	CT State DERA
<ul style="list-style-type: none"> An invoice to DEEP for reimbursement under the grant, that satisfies the requirements of Section D-4 of the Mitigation Trust Agreement. 					
4. Provide Updates and Information for Quarterly and Other Reports <ul style="list-style-type: none"> Updates for Seventh Quarter Report Updates for Eighth Quarter Report Updates for Ninth Quarter Report Updates for Tenth Quarter Report EPA-required material for Final Report (upon completion but no later than 08/31/24)	<ul style="list-style-type: none"> On or before 07/01/23 On or before 10/01/23 On or before 01/01/24 On or before 04/01/24 On or before 08/31/24				
Total:		\$1,353,825.00	\$746,424.90	\$192,092.55	\$415,307.55

**** For avoidance of doubt, the above "Budget Table and Schedule of Payments" reflects the overall cost of replacing the vehicle(s) and installing the EVSE. Under no circumstances shall DEEP be responsible for reimbursing any sums greater than the maximum allowable amount under this Agreement.**

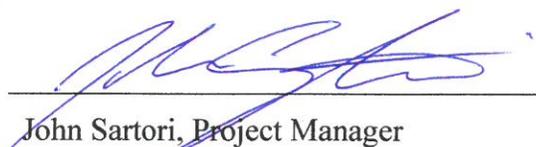
Funds shall be paid to the Contractor for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices showing work completed and costs thereof with any required supportive documentation. Invoices shall be submitted not more frequently than quarterly. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion.

Final payment shall be issued following completion of this Project to the Commissioner's satisfaction, submission of materials for a Final Report and associated documentation demonstrating that all elements of the deliverables in Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total project costs.

The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount on which the grant was based, reimbursement will be reduced to the allowable percentage of total costs as established by EPA for the State DERA program.

SIMS Metals
6-16-23

Signature, Sims Metals
Authorized Representative

Typed Name: 
John Sartori, Project Manager

6/20/23
Date

Signature, DEEP Assigned
Project Manager

Typed Name: *Kaitlin Stern*
Kaitlin Stern

6/20/2023
Date

SIMS Metals
6-16-23

APPENDIX C
Certificate of Engine/Chassis Destruction

U.S. EPA Diesel Emission Reduction Program
Certificate of Engine/Chassis Destruction

EPA Grantee Name: CT Dept. of Energy & Environmental Protection EPA Grant No.: DS 00A00773 - 3
Subgrantee Name: _____

Vehicle Owner Name: _____
Vehicle Owner Address: _____

Old Vehicle/Chassis Information

Make:	_____	Vehicle ID Number:	_____
Model:	_____	Odometer Reading:	_____ miles
Year:	_____		

Old Engine Information

Make:	_____	Horsepower:	_____
Model:	_____	ID or Serial No.:	_____
Year:	_____	EPA Engine Family Name:	_____

Name of Dismantler: _____
Address of Dismantler: _____
Date Vehicle Accepted by Dismantler: _____
Signature of Dismantler: _____

EPA Grantee/Subgrantee Authorized Representative:

Date engine/chassis disabled: _____

Statement: I certify that within 90 days of replacement, the old engine and chassis (where applicable) have been permanently disabled. Disabling the engine consists of cutting, drilling, or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame-rails on each side of the vehicle/equipment at a point located between the front and rear axles. If other, pre-approved scrappage methods were used, details and documentation are attached. Photos of the disabled engine/chassis that are required pursuant to the Terms and Conditions of the EPA award agreement are attached to this Certificate of Vehicle/Engine Destruction.

Authorized Name: _____
Print Name
Authorized Signature: _____ Date: _____

Note: Documentation must include JPEG images of the following, with corresponding file names:

- | | | | |
|----------------------------|-----------------------------|--------------------------------|----------------------|
| 1) Side profile of vehicle | 3) Engine label | 5) Engine block, prior to hole | 7) Others, as needed |
| 2) VIN | 4) Chassis rail cut in half | 6) Engine block, after hole | |

ATTACHMENT B-3

ELIGIBLE MITIGATION ACTION MANAGEMENT PLAN FOR STAMFORD LINEN

Appendix A **SCOPE OF WORK**

Purpose: This Agreement is entered into between the Connecticut Department of Energy and Environmental Protection (“DEEP”) and Stamford Uniform, Linen, Towel and Napkin LLC (hereinafter “Contractor”) to provide funding to replace one model year (MY) 2014, Hino 268 box truck, VIN 5PVNE8JT0E4S55911; the engine is a 2013 MY Hino model JO8E, Engine Serial Number (ESN) DHMXH077JVC. The funding will also replace one MY 2018, Isuzu NPR box truck, VIN JALE5W167K7900237; the engine is a 2018 MY Isuzu model 4HK1-TC, ESN 8983963520. The vehicles will be replaced with two MY 2023, Kenworth K270E box trucks. Purchase and installation of electric vehicle supply equipment (EVSE) is included.

Because of the electric-powered replacement and technology advances on the new box trucks, 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 is in nonattainment with the 2008 and 2015 National Ambient Air Quality Standards for ozone. The vehicles operate throughout Fairfield County, which includes environmental justice communities.

The Contractor shall be responsible for all phases of the project, including project management services and material as needed to complete this project. The project shall also require documentation of the scrappage of the replaced vehicles.

Description: The Project is titled: “***Stamford Linen, Diesel Truck Replacement Program***”

1. Deliverables/Scope of Work: Following execution of this Contract, the Contractor shall be responsible for the below tasks. The Contractor shall complete all tasks below relating to this Project no later than August 31, 2024. Completion of the Project shall include documentation of the scrappage of the replaced vehicles. All tasks conducted by the Contractor shall be in accordance with the Diesel Emissions Reduction Act (DERA) Grant conditions.

A. Work Tasks

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

Task 1: Planning & Procurement

- The Contractor shall comply with the work plan and schedule of specific tasks that was submitted by DEEP and approved by the Environmental Protection Agency (EPA).
- The Contractor 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.

- The Contractor shall submit to the DEEP Project Manager, a summary of the Contractor's procurement process for selecting replacement EVs, EVSE, vendors, and installation contractors, along with all bids received. The Contractor's summary of its procurement process shall include, but not be limited to, all criteria used for selecting the specific replacement vehicles, EVSE unit, vendors, and installation contractors. Upon DEEP's approval, the Contractor shall purchase said replacement vehicles and EVSE.
- The Contractor shall submit to the DEEP Project Manager a copy of the Purchase Orders to the selected vendor for new EVs and EVSE and to the installation contractor for the EVSE (if different from the vendor). The Contractor shall also submit to the DEEP Project Manager all documentation of any down payments or up-front payments for the vehicles and EVSE.

Task 2. Delivery and Installation of EV Charging Infrastructure

After selecting a vendor (if different from the EV vendor) and issuing a Purchase Order, the Contractor shall accept delivery of the EVSE and provide DEEP with documentation of the purchase and delivery of the charging unit. Documentation shall include, but not be limited to, vendor invoice and proof of purchase.

The Contractor shall have the EVSE installed at its Bridgeport location and shall submit to DEEP 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 form. This may be combined with the invoice and deliverables for the vehicle replacements.

Task 3. Delivery of Two EV Box Trucks and Scrappage of Two Diesel Trucks; Completion of Project

After selecting a Vendor and issuing a Purchase Order for the new vehicle(s), the Contractor will track the progress of the manufacturing and outfitting of the new vehicle(s) for their intended use. When that process is complete, the Contractor shall take delivery of the vehicle(s).

The Contractor shall render the replaced vehicle(s) and their engines 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.

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

The Contractor shall submit the following documents to DEEP within thirty (30) days of completion and confirmation that the vehicles are fully operable:

- a. *Invoice from the Vendor for delivered vehicle(s) and documentation of payment to Vendor*
- b. *EPA-required photographic scrappage documentation for the replaced vehicle(s)*
 - a. *VIN plate*
 - b. *Engine plate showing serial number*
 - c. *Side profile of vehicle before destruction*
 - d. *Cut chassis rails*
 - e. *Engine block before drilling*
 - f. *Engine block with 3-inch diameter hole*
- c. *Completed copy of EPA Certificate of Engine/Chassis Destruction (Appendix C)*
- d. *Receipt for scrap value or other income from the scrapped vehicle(s), if applicable*
- e. *Delivery confirmation (Certificate of Origin and photos of the new vehicle(s), along with the VIN(s) and engine plate(s))*
- f. *Confirmation that the project is completed, and that the vehicle(s) are operating satisfactorily for their intended use*
- g. *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 6 ("Submission of Materials") below.)*

Task 4: Reports

- **Status Report:** The Contractor shall provide DEEP with status updates to be included in DEEP's Quarterly Reports to EPA. The Contractor shall provide the status reports to DEEP as follows:
 - a. *First Status Update (for EPA Seventh Quarter report) due on or before July 1, 2023*
 - b. *Second Status Update (for EPA Eighth Quarter report) due on or before October 1, 2023*
 - c. *Third Status Update (for EPA Ninth Quarter report) due on or before January 1, 2024*
 - d. *Fourth Status Update (for EPA Tenth Quarter report) due on or before April 1, 2024*

- Materials for DEEP's Final Report to EPA: The Contractor shall also provide to DEEP all materials/information necessary to enable DEEP to prepare and submit a final report to EPA upon completion of the Project. The Contractor shall provide all requested materials by August 31, 2024, to enable DEEP to prepare and submit the final report to EPA by September 30, 2024. The materials/information to be provided by the Contractor to DEEP may include, but will not be limited to:
 - a. *Environmental results;*
 - b. *Work plan accomplishments;*
 - c. *Challenges encountered during planning and implementation;*
 - d. *Emissions reductions;*
 - e. *Budgetary issues, including funds expended;*
 - f. *Public relations activities;*
 - g. *Technical and identification information for vehicles and engines; and*
 - h. *Jobs preserved or created.*

B. General Provisions

1. The Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations.
2. The Contractor shall perform all tasks within the timelines specified in the EPA approved workplan and schedule or provide explanation for delays in the required quarterly report updates.
3. The Contractor is responsible for all sub-contractors and/or vendors employed by Contractor for this Project.
4. The Contractor is responsible for developing and obtaining all applicable permits required for this Project.
5. The Contractor shall ensure that all wastes, materials and/or contaminated water generated from the proposed Project are disposed of in accordance with all applicable federal, state, and local laws and regulations.
6. All electric vehicles and charging equipment purchased by the Contractor using the DERA funds referenced in the Budget Section (Appendix B) below shall be the property of the Contractor. Said vehicles will be used to replace older diesel-powered vehicles in the Contractor's fleet. The Contractor shall bear sole responsibility for all vehicles purchased by the Contractor using the DERA funds. Such responsibilities include, but are not limited to, maintenance, storage, operation, insurance, and liability. Under no circumstances shall the State bear any responsibility for any vehicles purchased using such DERA Grant funds, or any equipment owned by the Contractor.
7. All work related to this Project shall be completed at least thirty (30) days prior to the expiration date of this Contract unless an extension has been requested and approved by DEEP in accordance with Section 7 below.

- 2. Budget:** The Connecticut Department of Energy and Environmental Protection (“DEEP”) is granting \$107,697.22 in 2019-2020 Diesel Emission Reduction Act (“DERA”) funding toward this Project to the Contractor (“DERA Allocation”). This Grant was authorized in accordance with EPA’s State Diesel Emission Reduction Act (DERA) and is administered by DEEP. The Contractor shall adhere to the budget which is included in this Agreement in Appendix B. Eligible costs shall include design and engineering, parts and materials, and installation. Project costs in excess of the maximum payable amount under this Contract shall not be borne by the State.

Funds for this Project will also include \$261,059.65 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 the Contractor of DERA Option funds will be made directly by the Wilmington Trust, the trustee for Volkswagen AG, upon DEEP’s approval of the Contractor’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.

In total, DEEP is granting \$368,756.87 in DERA funding to the Contractor. The Contractor has agreed to contribute an estimated additional \$453,159.79 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$821,916.66. Payment is contingent upon documentation of the completion of the tasks outlined in this Scope of Work.

- 3. Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Contract must provide credit as follows: “Funding provided by EPA DERA Grant and administered by the Connecticut Department of Energy and Environmental Protection.”
- 4. Publication of Materials:** The Contractor must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor’s products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

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The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

6. 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

All **invoices** must include the PO #, PS #, 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
Email: DEEP.AccountsPayable@ct.gov

- 7. 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, including but not limited to:
1. revisions to the maximum Contract payment,
 2. the total unit cost of service,
 3. the contract's objectives, services, or plan,
 4. due dates for reports,
 5. completion of objectives or services, and
 6. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than sixty (60) days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. Such extension must be approved by EPA if it is beyond the project period for the grant. If deemed acceptable, approval will be received in the form of a contract amendment.

- 8. Final Report:** Within thirty (30) days of the expiration date of this Contract, the Contractor shall submit to the DEEP Project Coordinator, materials to assist DEEP in preparing its Final Report to EPA, including documentation and accuracy assessment satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met. All data collected over the course of the Project will be submitted to the DEEP Project Coordinator.
- 9. Final Financial Report:** Within thirty (30) days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the DEEP Project Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal.

Appendix B
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 Contract and shall be scheduled as follows, provided that the total sum of all payments shall not exceed \$107,697.22.

Task & Deliverables	Task Delivery Date	Estimated Budget			
		Project Total	Contractor Cost-Share	DERA Option VW Funds	CT State DERA
1. Planning & Procurement: <ul style="list-style-type: none"> • Approved work plan with project timeline/schedule • Signed EPA Eligibility Form • Summary of procurement process for selecting replacement vehicle(s) • Summary of criteria used for selecting Vendor and names of Vendors selected 	Completed. No DERA funds used for this task.	\$0	\$0	\$0	\$0
<ul style="list-style-type: none"> • Copy of Purchase Order issued for new vehicle(s) • Documentation of any advance payments, if applicable 	<i>In accordance with the workplan and schedule developed by the Contractor and DEEP, and approved by EPA</i>	\$0	\$0		
2. Delivery and Installation of EVSE: <ul style="list-style-type: none"> • Invoices from the Vendor/Contractor for delivery and installation of the EVSE along with documentation of payment to Vendor/Contractor 	<i>In accordance with the workplan and schedule developed by the Contractor and DEEP, and approved by EPA</i>	\$91,497.04	\$91,497.04		
<ul style="list-style-type: none"> • An invoice to DEEP, for reimbursement under the grant, that satisfies the requirements of Section D-4 of the Mitigation Trust Agreement. 	<i>In accordance with the workplan and schedule developed by the Contractor and DEEP, and approved by EPA</i>		-\$41,050.59		\$41,050.59
3. Delivery of New Vehicle(s), Scrappage of Replaced Vehicle(s), Completion of Project <ul style="list-style-type: none"> • Invoice from the Vendor for delivered vehicle(s) and documentation of payment to Vendor 	August 31, 2024	\$730,419.62	\$730,419.62		
<ul style="list-style-type: none"> • EPA-required photographic scrappage documentation for replaced vehicle(s) • Completed copy of EPA Certificate of Engine/Chassis Destruction • Receipt for scrap value or any other income from the scrapped vehicle(s), if applicable • Confirmation that the project is completed, and that the vehicle(s) are operating satisfactorily for their intended use • An invoice to DEEP for reimbursement under the grant, that satisfies the requirements of Section D-4 of the Mitigation Trust Agreement. 	August 31, 2024		-\$327,706.28	\$261,059.65	\$66,646.63
4. Provide Updates and Information for	8				

Stamford Uniform, Linen, Towel and Napkin LLC
6-21-23

Quarterly and Other Reports <ul style="list-style-type: none"> • Updates for Seventh Quarter Report • Updates for Eighth Quarter Report • Updates for Ninth Quarter Report • Updates for Tenth Quarter Report 	<ul style="list-style-type: none"> • On or before 07/01/23 • On or before 10/01/23 • On or before 01/01/24 • On or before 04/01/24 				
EPA-required material for Final Report (upon completion but no later than 08/31/24)	On or before 08/31/24				
Total:		\$821,916.66	\$453,159.79	\$261,059.65	\$107,697.22

**** For avoidance of doubt, the above "Budget Table and Schedule of Payments" reflects the overall cost of replacing the vehicle(s) and installing the EVSE. Under no circumstances shall DEEP be responsible for reimbursing any sums greater than the maximum allowable amount under this Agreement.**

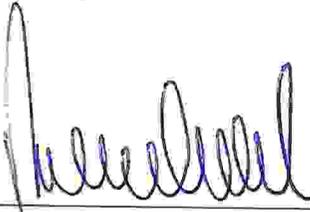
Funds shall be paid to the Contractor for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices showing work completed and costs thereof with any required supportive documentation. Invoices shall be submitted not more frequently than quarterly. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion.

Final payment shall be issued following completion of this Project to the Commissioner's satisfaction, submission of materials for a Final Report and associated documentation demonstrating that all elements of the deliverables in Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total project costs.

The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount on which the grant was based, reimbursement will be reduced to the allowable percentage of total costs as established by EPA for the State DERA program.

Stamford Uniform, Linen, Towel and Napkin LLC
6-21-23

Signature, Stamford
Uniform, Linen, Towel and
Napkin LLC Authorized
Representative



Typed Name: Paul McDonald, Managing Member



Date

Signature, DEEP Assigned
Project Manager



Typed Name: Kaitlin Stern

7/3/2023

Date

Stamford Uniform, Linen, Towel and Napkin LLC
6-21-23

APPENDIX C
Certificate of Engine/Chassis Destruction

U.S. EPA Diesel Emission Reduction Program
Certificate of Engine/Chassis Destruction

EPA Grantee Name: CT Dept. of Energy & Environmental Protection EPA Grant No. DS 00A00773 - 3

Subgrantee Name: _____

Vehicle Owner Name: _____

Vehicle Owner Address: _____

Old Vehicle/Chassis Information

Make:	_____	Vehicle ID Number:	_____
Model:	_____	Odometer Reading:	_____ miles
Year:	_____		

Old Engine Information

Make:	_____	Horsepower:	_____
Model:	_____	ID or Serial No.:	_____
Year:	_____	EPA Engine Family Name:	_____

Name of Dismantler: _____

Address of Dismantler: _____

Date Vehicle Accepted by Dismantler: _____

Signature of Dismantler: _____

EPA Grantee/Subgrantee Authorized Representative:

Date engine/chassis disabled: _____

Statement: I certify that within 90 days of replacement, the old engine and chassis (where applicable) have been permanently disabled. Disabling the engine consists of cutting, drilling, or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame-rails on each side of the vehicle/equipment at a point located between the front and rear axles. If other, pre-approved scrappage methods were used, details and documentation are attached. Photos of the disabled engine/chassis that are required pursuant to the Terms and Conditions of the EPA award agreement are attached to this Certificate of Vehicle/Engine Destruction.

Authorized Name: _____
(Print Name)

Authorized Signature: _____ Date: _____

Note: Documentation must include JPEG images of the following, with corresponding file names:

- | | | | |
|----------------------------|-----------------------------|--------------------------------|----------------------|
| 1) Side profile of vehicle | 4) Engine label | 5) Engine block, prior to hole | 7) Others, as needed |
| 2) VIN | 3) Chassis rail cut in half | 6) Engine block, after hole | |

ATTACHMENT B-4

ELIGIBLE MITIGATION ACTION MANAGEMENT PLAN FOR GATEWAY TERMINAL

SCOPE OF WORK

Purpose: This Agreement is entered into between the Connecticut Department of Energy and Environmental Protection (“DEEP”) and Waterfront Enterprises, LLC (DBA Gateway Terminal) (Grantee) to provide funding to replace one 2001 model year (MY) diesel-powered Tico terminal tractor, VIN 151568BTA643380; the engine is a 2001 MY Cummins model 6BTA engine, Serial Number 46108462. The vehicle will be replaced with a MY 2023 all-electric Orange EV e-Triever tractor.

This project is part of the Gateway’s ongoing “Clean Port Initiative” to operate with cleaner vehicles and equipment. Because of the electric-powered replacement and technology advances on the new terminal tractor, the project will enhance air quality by reducing engine emissions and decreasing fuel consumption. The tractor operates at the Port of New Haven in an Environmental Justice area. The reduction in emissions of the ozone precursor, nitrogen oxides, is critically needed in a state that is in nonattainment with the 2008 and 2015 National Ambient Air Quality Standards for Ozone.

Grantee 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 terminal tractor.

Description: The Project is titled: “*Gateway Terminal – Clean Port Initiative*”

1. Deliverables/Scope of Work: Following execution of this Scope of Work, Grantee shall be responsible for the below tasks. Grantee shall complete all tasks below relating to this Project no later than August 31, 2024. Completion of the Project shall include documentation of the scrappage of the replaced terminal tractor. All tasks conducted by Grantee shall be in accordance with the DERA Grant conditions.

A. Work Tasks

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

Task 1: Planning and Procurement

Task 2: Delivery and Installation of EV Charging Infrastructure

Task 3: Delivery of (1) All-Electric Terminal Truck and Scrappage of (1) Diesel Terminal Truck.

Task 4: Reports

Task 1: Planning & Procurement

- Grantee shall comply with the work plan and schedule of specific tasks that was submitted by DEEP and approved by the Environmental Protection Agency.
- Grantee 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.

- Grantee shall submit to the DEEP Project Manager, a summary of Grantee's procurement process for selecting replacement Terminal Truck, EVSE, vendors, and installation contracts, along with all bids received. Grantee's Summary of its procurement process shall include, but not be limited to, all criteria used for selecting the specific replacement vehicles, EVSE units, vendors, and installation contracts. Upon DEEP's approval, Grantee shall purchase said replacement vehicles and EVSE.
- Grantee shall submit to the DEEP Project Manager a copy of the Purchase Orders to the selected vendor for the new EV and EVSE and to the installation Contract for the EVSE (if different from the vendor). Grantee shall also submit to the DEEP Project Manager all documentation of any down payments or up-front payments for the vehicles and EVSE.

Task 2. Delivery and Installation of EV Charging Infrastructure

After selecting a vendor (if different from the EV vendor) and issuing a Purchase Order, Grantee shall accept delivery of the EVSE and provide DEEP with documentation of the purchase and delivery of the charging units. Documentation shall include, but not be limited to, vendor invoice and proof of purchase.

Grantee shall have the EVSE installed at its Port of New Haven location and shall submit to DEEP 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 terminal tractor replacement.

Task 3. Delivery of One EV Terminal Tractor and Scrappage of One Diesel Terminal Tractor; Completion of Project

After selecting a Vendor and issuing a Purchase Order for the new terminal tractor, Grantee will track the progress of the manufacturing and outfitting of the new terminal tractor for its intended use. When that process is complete, Grantee shall take delivery of the terminal tractor.

Grantee shall render the replaced terminal tractor 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.

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

Grantee shall submit the following documents to DEEP within thirty (30) days of completion and confirmation that the vehicle is fully operable:

- a. *Invoice from the Vendor for delivered terminal tractor and documentation of payment to Vendor*
- b. *EPA-required photographic scrappage documentation for the replaced terminal tractor*
 - a. *VIN plate*
 - b. *Engine plate showing serial number*
 - c. *Side profile of vehicle before destruction*
 - d. *Cut chassis rails*
 - e. *Engine block before drilling*
 - f. *Engine block with 3-inch diameter hole*
- c. *Completed copy of EPA Certificate of Engine/Chassis Destruction (Appendix A)*
- d. *Receipt for scrap value or other income from the scrapped vehicle, if applicable*
- e. *Delivery Confirmation (Certificate of Origin and photos of the new terminal tractor, along with its VIN(s) and engine plate(s))*
- f. *Confirmation that the project is completed, and that the terminal tractor is operating satisfactorily for its intended use*
- g. *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: Reports

- Status Report: Grantee shall provide DEEP with status updates to be included in DEEP's Quarterly Reports to EPA. Grantee shall provide the status reports to DEEP as follows:
 - a. *Seventh Quarter status report due on or before July 1, 2023*
 - b. *Eighth Quarter status report due on or before October 1, 2023*
 - c. *Ninth Quarter status report due on or before January 1, 2024*
 - d. *Tenth Quarter Status report due on or before April 15, 2024*
- Materials for DEEP's Final Report to EPA: Grantee shall also provide to DEEP all materials/information necessary to enable DEEP to prepare and submit a

final report to EPA upon completion of the Project. Grantee shall provide all requested materials by August 31, 2024, to enable DEEP to prepare and submit the final report to EPA by September 30, 2024. The materials/information to be provided by Grantee to DEEP may include, but will not be limited to:

- a. *Environmental results;*
- b. *Work plan accomplishments;*
- c. *Challenges encountered during planning and implementation;*
- d. *Emissions reductions;*
- e. *Budgetary issues, including funds expended,*
- f. *Public relations activities;*
- g. *Technical and identification information for vehicles and engines; and*
- h. *Jobs preserved or created*

B. General Provisions

1. Grantee shall comply with all applicable Federal, State, and local laws, rules, and regulations.
2. Grantee shall perform all tasks within the timelines specified in the EPA approved extended Project period.
3. Grantee is responsible for all sub-contractors and/or vendors employed for this Project.
4. Grantee is responsible for developing and obtaining all applicable permits required for this Project.
5. Grantee shall ensure that all wastes, materials and/or contaminated water generated from the proposed Project are disposed of in accordance with all applicable federal, state, and local laws and regulations.
6. All electric vehicles and charging equipment purchased by Grantee using the DERA funds referenced in the Budget Section below shall be the property of Grantee. Said vehicles will be used to replace older diesel-powered vehicles in Grantee's fleet. Grantee shall bear sole responsibility for all vehicles purchased by Grantee using the DERA Funds. Such responsibilities include, but are not limited to, maintenance, storage, operation, insurance, and liability. Under no circumstances shall the State bear any responsibility for any vehicles purchased using such DERA Grant funds, or any vessels owned by Grantee.
7. All work related to this Project shall be completed at least thirty (30) days prior to the expiration date of this Scope of Work unless an extension has been requested and approved by DEEP in accordance with Section 7 below

2. Budget: The Connecticut Department of Energy and Environmental Protection ("DEEP") is granting \$159,504.41 in 2022 Diesel Emission Reduction Act ("DERA") funding toward this Project to Grantee. This Grant was authorized in accordance with EPA's State Diesel Emission Reduction Act (DERA) and is administered by DEEP. Grantee shall adhere to the budget which is

included in this Agreement. Eligible costs shall include design and engineering, parts and materials, and installation. Project costs in excess of the maximum payable amount under this Scope of Work shall not be borne by the State

Funds for this Project have been 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 Grantee of DERA Option funds will be made directly by the Wilmington Trust, the trustee for Volkswagen AG, upon DEEP’s approval of Grantee’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.

Grantee has agreed to contribute an estimated additional \$196,012.59 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$355,517.00. Payment is contingent upon documentation of the completion of the tasks outlined in this Scope of Work.

3. **Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Scope of Work must provide credit as follows: “Funding provided by EPA DERA Grant and administered by the Connecticut Department of Energy and Environmental Protection.”
4. **Publication of Materials:** Grantee must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Scope of Work.

Unless specifically authorized in writing by the State, on a case by case basis, the Grantee shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Grantee’s products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may Grantee use the State Seal in any way without the express written consent of the Secretary of State.

5. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number – 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program, or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

6. 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 completed DERA Option Request for Payment form and attachments confirming amounts, dates, and descriptions of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division Accounts Payable

79 Elm Street
Hartford, CT 06106-5127
Email: DEEP.AccountsPayable@ct.gov

7. 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, including but not limited to:

1. revisions to the maximum Scope of Work payment,
2. the total unit cost of service,
3. the Scope of Work's objectives, services, or plan,
4. due dates for reports,
5. completion of objectives or services, and
6. any other Scope of Work revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than sixty (60) days prior to the expiration date of the Scope of Work. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. Such extension must be approved by EPA if it is beyond the project period for the grant. If deemed acceptable, approval will be received in the form of an amendment to the Scope of Work.

8. Final Report: Within thirty (30) days of the expiration date of this Scope of Work, Grantee shall submit to the DEEP Project Coordinator, materials to assist DEEP in preparing its Final Report to EPA, including documentation and accuracy assessment satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met. All data collected over the course of the Project will be submitted to the DEEP Project Coordinator.

9. Final Financial Report: Within thirty (30) days of the expiration date of this Scope of Work, Grantee shall submit a Final Financial Report to the DEEP Project Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal.

BUDGET AND SCHEDULE OF PAYMENTS

Payments by the Trustee shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to the deadline established in this Scope of Work and shall be scheduled as follows, provided that the total sum of all payments shall not exceed \$159,504.41.

Task & Deliverables	Task Delivery Date	Estimated Budget		
		Project Total	Grantee Cost-Share	CT State DERA
1. Planning & Procurement: <ul style="list-style-type: none"> Approved work plan with project timeline/schedule Signed EPA Eligibility Form Summary of procurement process for selecting replacement terminal tractor Summary of criteria used for selecting Vendor from DAS list and names of Vendors selected 	June 2023	\$0	\$0	\$0
<ul style="list-style-type: none"> Copy of Purchase Order issued for new terminal tractor Documentation of any advance payments if applicable 	July- August 2023			
Task 2: Delivery and Installation of EVSE: <ul style="list-style-type: none"> 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. 	September-October 2023	\$9,500.00	\$9,500.00	
	November 2023		\$0	\$0
3. Delivery of New Terminal tractor, Scrappage of Replaced Terminal tractor, Completion of Project <ul style="list-style-type: none"> Invoice from the Vendor for delivered terminal tractor and documentation of payment to Vendor 	August 31, 2024	\$346,017.00	\$316,017.00	
<ul style="list-style-type: none"> EPA-required photographic scrappage documentation for replaced terminal tractor Completed copy of EPA Certificate of Engine/Chassis Destruction Receipt for scrap value or any other income from the scrapped terminal tractor, if applicable Confirmation that the project is completed, and that the terminal tractor 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. 	August 31, 2024		-\$159,504.41	\$159,504.41

Gateway Terminal
5/23/23

Task & Deliverables	Task Delivery Date	Estimated Budget		
		Project Total	Grantee Cost-Share	CT State DERA
3. Provide Updates and Information for Quarterly and Other Reports <ul style="list-style-type: none"> • Updates for Seventh Quarter Report • Updates for Eighth Quarter Report • Updates for Ninth Quarter Report • Updates for the Tenth Quarter Report EPA-required material for Final Report (upon completion but no later than 08/31/24)	<ul style="list-style-type: none"> • On or before 07/01/23 • On or before 10/01/23 • On or before 01/01/24 • On or before 04/01/24 On or before 08/31/24			
Total:		\$355,517.00	\$196,012.59	\$159,504.41

**** For avoidance of doubt, the above "Budget Table and Schedule of Payments" reflects the overall cost of replacing the terminal tractor and installing the EVSE. Under no circumstances shall DEEP be responsible for reimbursing any sums greater than the maximum allowable amount under this Agreement.**

Funds shall be paid to Grantee for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices showing work completed and costs thereof with any required supportive documentation. Invoices shall be submitted not more frequently than quarterly. All payments to Grantee are subject to review and approval by the Commissioner, at her sole discretion

Final Payment shall be issued following completion of this Project to the Commissioner's satisfaction, submission of materials for a Final Report and associated documentation demonstrating that all elements of the Deliverables in Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total project costs.

The total sum of all payments shall not exceed the maximum Scope of Work amount noted above. Should the total Project costs be less than the amount on which the grant was based, reimbursement will be reduced to the allowable percentage of total costs as established by EPA for the State DERA program.

Signature, Waterfront
Enterprises, LLC (DBA
Gateway Terminal),
Authorized Representative

Typed Name: James Dillman, President

9 JUNE 2023

Date

Signature, DEEP Assigned
Project Manager

Typed Name: Patrice P. Kelly

12 June 2023

Date

ATTACHMENT B-5

ELIGIBLE MITIGATION ACTION MANAGEMENT PLAN FOR O&G INDUSTRIES

Scope of Work

Purpose:

The purpose of this project is to replace, for O&G Industries, Inc. (O&G) one model year 2002 Oshkosh front-discharge cement mixer and one model year 2001 Oshkosh front-discharge cement mixer, listed below, with two diesel-powered MY 2023 Oshkosh front-discharge cement mixers. The cement mixers will be used at the O&G asphalt and ready-mix concrete plant in Bridgeport, CT.

Vehicle Class	Engine Make	Engine Model	Engine Model Year	Vehicle Identification Number(VIN)	Engine Serial Number
Mixer	Caterpillar	C12	2002	10TFAWD202S074561	2KS76687
Mixer	Caterpillar	C10	2001	10TFAEC281S070073	3CS18967

Because of the technology advances on the new cement mixer, 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, Bridgeport is in Fairfield 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.

O&G 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 cement mixer.

Project Title: *Front Discharge Mixer Replacement*

Description: Following issuance of this purchase order, O&G 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 April 30, 2024.

1. Funding:

The Connecticut Department of Energy and Environmental Protection (DEEP) is granting up to \$162,821.66 in FY 2021-2022 State Diesel Emission Reduction Act (DERA) funding to O&G, the grantee. O&G has agreed to contribute an estimated additional \$515,910.34 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$678,732.00. 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 O&G'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:

O&G shall conduct the project, provide oversight and track project progress. To ensure timely completion of the project, O&G 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.

O&G may use its own procurement processes to identify possible vendors for the purchase of the cement mixer. 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). O&G 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 cement mixers
- Documentation of any down payments or other up-front payments made for the project

Task 2: Delivery of New Cement mixers and Scrappage of Replaced Cement mixers Completion of Project:

After selecting a Vendor and issuing a Purchase Order for the two new cement mixers, O&G will track the progress of the manufacturing and outfitting of the new cement mixers for their intended use. When that process is complete, O&G shall take delivery of the vehicles.

O&G shall render the replaced vehicles, and the engines 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 vehicles 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.

O&G shall provide documentation that the vehicles have 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 cement mixer before and after cutting the chassis. O&G 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 cement mixers and documentation of payment to Vendor
- EPA-required photographic scrappage documentation for replaced cement mixers
 - VIN plate
 - Engine plate showing serial number
 - Side profile of vehicle before destruction
 - Cut chassis rails
 - Engine block before drilling
 - 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 cement mixer profile, VIN plate and engine plate)
- Confirmation that the project is completed and that the new cement mixers are operating satisfactorily for their 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.

O&G 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., July 1, 2023, October 1, 2023, January 1, 2024, and April 1, 2024). O&G 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 April 30, 2024. 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

O&G 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 April 30, 2024.

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 \$162,821.66.

Budget and Schedule of Payments

Task & Deliverables	Task Delivery Date	Estimated Budget		
		Project Total	O&G Cost-Share	CT State DERA
1. Planning & Procurement: <ul style="list-style-type: none"> 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 	May-July 2023	\$0	\$0	\$0
<ul style="list-style-type: none"> Copy of Purchase Order issued for new cement mixer Documentation of any advance payments if applicable 	July-August 2023	\$0	\$0	\$0
2. Delivery of New Cement mixer, Scrappage of Replaced Cement mixer, Completion of Project <ul style="list-style-type: none"> Invoice from the Vendor for delivered cement mixer and documentation of payment to Vendor 	August, 2023	\$678,732.00	\$678,732.00	\$0
<ul style="list-style-type: none"> EPA-required photographic scrappage documentation for replaced cement mixer Completed copy of EPA Certificate of Engine/Chassis Destruction Receipt for scrap value or any other income from the scrapped cement mixer if applicable Delivery Confirmation Confirmation that the project is completed and that the cement mixer is operating satisfactorily for its intended use An invoice to DEEP for reimbursement under the grant 	April 30, 2024	\$0	-\$162,821.66	\$162,821.66
3. Provide Updates and Information for Quarterly and Other Reports <ul style="list-style-type: none"> Status Update for Sixth Quarter Report Status Update for Seventh Quarter Report Status Update for Eighth Quarter Report EPA-required material for Final Report (upon completion but no later than 03/30/24) 	07/01/23 10/01/23 01/01/24 04/30/24 04/30/24	\$0	\$0	\$0
Total:		\$678,732.00	\$515,910.34	\$162,821.66

Payment for each task referenced above cannot exceed the budgeted amount for each task. Total Payment shall not exceed a maximum of \$162,821.66, which shall constitute full and complete compensation from the DEEP for the scrappage and the early replacement of two older diesel-

powered cement mixers, model years 2001 and 2002, with a MY 2023 diesel-powered cement mixer. 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.

Signature, O&G Company's
Authorized Representative

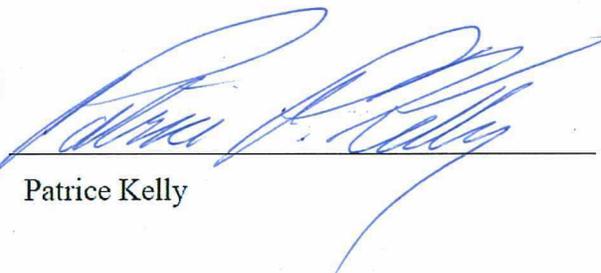


10/2/2023

Typed Name: Matt Dmyterko, Director of Environmental
Compliance

Date

Signature, DEEP Assigned
Project Manager



10/2/23

Typed Name: Patrice Kelly

Date

ATTACHMENT B-6

**ELIGIBLE MITIATION ACTION MANAGEMENT PLAN FOR CAPTAIN JOHN'S SPORT
FISHING**

SCOPE OF WORK

Purpose: This Agreement is entered into between the Connecticut Department of Energy and Environmental Protection (“DEEP”) and Captain John’s Sport Fishing Center, Inc. (Grantee) to provide funding to replace one 1981 Tier 0 Detroit 892N diesel propulsion engine, engine serial number (ESN) 08VF073349, on the *FV Sunbeam IV* (Vessel ID #1034431), with a Tier 3 Cummins QSL9 diesel engine.

The *FV Sunbeam IV* is harbored in Waterford, Connecticut. However, the vessel operates in various areas off the Connecticut coast in Long Island Sound and the rivers flowing into it.

Description: The Project is titled: “*Repowering Commercial Charter Boat from Tier 0 to Tier 3 Marine Diesel Engine*”

1. Deliverables/Scope of Work: Following execution of this Scope of Work, Grantee shall be responsible for the below tasks. Grantee shall complete all tasks below relating to this Project no later than August 31, 2024. Completion of the Project shall include documentation of the scrapping of the replaced marine engines. All tasks conducted by Grantee shall be in accordance with the DERA Grant conditions.

A. Work Tasks

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

- Task 1: Planning and Procurement*
- Task 2: Marine Engine Purchase and Delivery*
- Task 3: Installation & Confirmation*
- Task 4: Reports*

Task 1: Planning & Procurement

- Grantee shall comply with this work plan of specific tasks that will be submitted by DEEP and approved by the Environmental Protection Agency (EPA).
- Grantee 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.
- Grantee shall submit to the DEEP Project Manager, a summary of Grantee’s procurement process for selecting replacement engine, vendor, and shipyard, along with all bids received. Grantee’s summary of its procurement process shall include, but not be limited to, all criteria used for selecting the specific replacement engine, vendor, and shipyard. It is anticipated that the current Tier 0 auxiliary engine on the *FV Sunbeam IV* will be replaced with a Tier 3 Cummins QSL9 diesel engine. The engine replacement model is subject to

change in the event of size constraints within the vessel's hull. In the event that the replacement engine specified above cannot be utilized due to size constraints within the vessel's hull, Grantee shall select a comparable engine replacement and promptly notify DEEP of the selection for its review and approval. Upon DEEP's approval, Grantee shall purchase said replacement engine.

- Grantee shall submit to the DEEP Project Manager a copy of the Purchase Order to the selected vendor for new marine engine and to the shipyard for installation of said engine. Grantee shall also submit to the DEEP Project Manager all documentation of any down payments or up-front payments for the engine or shipyard.

Task 2. Marine Engine Purchase & Delivery

Grantee shall accept delivery of the replacement engine for the *FV Sunbeam IV* and provide DEEP with documentation of the purchase and delivery of the engine. Documentation shall include, but not be limited to, vendor invoice and proof of purchase. Proof of purchase consists of the paid invoice plus photos of the new engine and its ESN plate.

Task 3. Installation & Confirmation

Using the shipyard selected through the approved procurement process in Task 1, Grantee shall perform the tasks below to complete the *FV Sunbeam IV* repower:

- Removal and disposal of the existing Tier 0 marine engine;
- Render existing engine that is being replaced inoperable, in accordance with EPA requirements for scrapping, and provide the DEEP Project Manager with the required EPA Certificate of Engine/Chassis Destruction. Drilling/cutting a three-inch hole in the engine block is the preferred EPA method for rendering the engine inoperable. Alternate method(s) require prior approval by EPA, and as such, Grantee shall, to the extent necessary, submit all documents necessary to enable DEEP to obtain approval for any alternate method for rendering engine(s) inoperable. The required Certificate of Engine/Chassis Destruction form is attached hereto as Appendix A;
- Install EPA-certified Tier 3 marine engine approved by EPA as noted in Task 1 above;
- Evaluation of the vessel's new engine systems; and
- Confirm that the vessel is fully operable without issues following installation of the new engine.
- Grantee shall submit the following documents to DEEP within thirty (30) days of installation and confirmation that the vessel is fully operable:
 - a. Shipyard invoice(s) for installation of Tier 3 engine;
 - b. EPA-required form in Appendix A, along with photographic documentation

- in the form of digital photos that the replaced marine engine has been rendered inoperable. Digital photos required for a marine repower are as follows: (i) Engine label (showing serial number, engine family number, and engine model year); (ii) Engine block, prior to hole; (iii) Engine block, after hole; (iv) Others, as requested by DEEP and/or EPA; and
- c. Written confirmation that the *FV Sunbeam IV* vessel is fully operable following installation of the new engine. Such written confirmation shall include, but not be limited to, submission by Grantee to the DEEP Project Manager of proof of seaworthiness testing.
 - d. Invoice requesting payment from DEEP for the *FV Sunbeam IV* repower under the DERA Grant.

Task 4: Reports

- Status Report: Grantee shall provide DEEP with status updates to be included in DEEP's Quarterly Reports to EPA. Grantee shall notify DEEP and provide explanation for delays in the required status reports. Grantee shall provide the status reports to DEEP as follows:
 - a. Seventh Quarter status report due on or before July 1, 2023
 - b. Eighth Quarter status report due on or before October 1, 2023
 - c. Ninth Quarter status report due on or before January 1, 2024
 - d. Tenth Quarter Status report due on or before April 1, 2024
- Materials for DEEP's Final Report to EPA: Grantee shall also provide to DEEP all materials/information necessary to enable DEEP to prepare and submit a final report to EPA upon completion of the Project. Grantee shall provide all requested materials by August 31, 2024, to enable DEEP to prepare and submit the final report to EPA by September 30, 2024. The materials/information to be provided by Grantee to DEEP may include, but will not be limited to:
 - a. Environmental results;
 - b. Work plan accomplishments;
 - c. Challenges encountered during planning and implementation;
 - d. Emissions reductions;
 - e. Budgetary issues, including funds expended;
 - f. Public relations activities;
 - g. Technical and identification information for vehicles and engines; and
 - h. Jobs preserved or created.

B. General Provisions

1. Grantee shall comply with all applicable Federal, State, and local laws, rules, and regulations.
2. Grantee shall perform all tasks within the timelines specified in the EPA-approved

workplan and EPA-approved extended project period.

3. Grantee is responsible for all sub-contractors and/or vendors employed for this Project.
4. Grantee is responsible for developing and obtaining all applicable permits required for this Project.
5. Grantee shall ensure that all wastes, materials and/or contaminated water generated from the proposed Project are disposed of in accordance with all applicable federal, state, and local laws and regulations.
6. The engine purchased by Grantee using the DERA funds referenced in the Budget Section below shall be the property of Grantee. Said engine will be used to replace the older engine on the *FV Sunbeam IV*. Grantee shall continue to be the owner of the *FV Sunbeam IV*. Grantee shall bear sole responsibility for the vessel it owns, and the engine purchased by Grantee using the DERA Funds. Such responsibilities include, but are not limited to, maintenance, storage, operation, insurance, and liability. Under no circumstances shall the State bear any responsibility for any engine purchased using such DERA Grant funds, or any vessel owned by Grantee.
7. All work related to this Project shall be completed at least thirty (30) days prior to the expiration date of this Scope of Work unless an extension has been approved by DEEP in accordance with Section 7 below.

2. Budget: This Grant in the total amount of \$60,340.39 was authorized in accordance with EPA's State Diesel Emission Reduction Act (DERA) and is administered by DEEP. Grantee shall adhere to the budget which is included in this Scope of Work. Eligible costs shall include design and engineering, parts and materials, and installation. Project costs in excess of the maximum payable amount under this Scope of Work shall not be borne by the State.

Funds for this Project have been 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 Grantee of DERA Option funds will be made directly by the Wilmington Trust, the trustee for Volkswagen AG, upon DEEP's approval of Grantee'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.

Grantee has agreed to contribute an estimated additional \$90,962.89 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$151,303.28. Payment is contingent upon documentation of the completion of the tasks outlined in this Scope of Work.

3. Acknowledgement of Funding: Any publication or sign produced or distributed, or any publicity conducted in association with this Scope of Work must provide credit as follows: "Funding provided by EPA DERA Grant and administered by the Connecticut Department of Energy and Environmental Protection."

4. Publication of Materials: Grantee must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Scope of Work.

Unless specifically authorized in writing by the State, on a case by case basis, the Grantee shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Grantee's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may Grantee use the State Seal in any way without the express written consent of the Secretary of State.

5. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number – 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program, or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of

the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

6. 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 completed DERA Option Request for Payment form and attachments confirming amounts, dates, and descriptions of services covered by the invoice, and shall be submitted to:

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

7. 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, including but not limited to:

1. revisions to the maximum grant payment,
2. the total unit cost of service,
3. the grant's objectives, services, or plan,
4. due dates for reports,
5. completion of objectives or services, and
6. any other Scope of Work revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than sixty (60) days prior to the project deadline in this Scope of Work. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. Such extension must be approved by EPA if it is beyond the project period for the grant. If deemed acceptable, approval will be received in the form of an amendment to the Scope of Work.

8. Final Report: Within thirty (30) days of the deadline stated in this Scope of Work, Grantee shall

submit to the DEEP Project Coordinator, a Final Report including documentation and accuracy assessment satisfactory to the Commissioner, demonstrating that all the elements of this Scope of Work have been met. All data collected over the course of the Project will be submitted to the DEEP Project Coordinator.

- 9. Final Financial Report:** Within thirty (30) days of the deadline set in this Scope of Work, Grantee shall submit a Final Financial Report to the DEEP Project Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal.

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 the deadline set in this Scope of Work and shall be scheduled as follows, provided that the total sum of all payments shall not exceed \$60,340.39.

Budget and Schedule of Payments

Tasks & Deliverables	Task Delivery Date	Budget		
		Project Total	Grantee Cost-Share Paid	CT State DERA Funds Paid
1. Planning & Procurement: <ul style="list-style-type: none"> Approved EPA work plan with project timeline/schedule 	May-June 2023	\$0	\$0	\$0
<ul style="list-style-type: none"> Summary of procurement process for selecting replacement engine 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 the new marine engine and to the shipyard for the installation Documentation of any down payments or up-front payments 	July 2023	\$0		
2. Marine Engine Purchase & Delivery <ul style="list-style-type: none"> Documentation of delivery of marine engine for the <i>FV Sunbeam IV</i> Vendor Invoice for marine engine and proof of payment for engine 	September 2023	\$111,923.28	\$111,923.28	\$0
3. Installation & Completion <ul style="list-style-type: none"> Shipyard Invoice(s) for installation of Tier 3 engine EPA-required photographic documentation that the replaced marine engine has been rendered inoperable Completed copy of EPA Certificate of Engine/Chassis Destruction Confirmation of project completion for the <i>FV Sunbeam IV</i> repower and sea trials 	October 2023- January 2024	\$39,380.00	\$39,380.00	
<ul style="list-style-type: none"> Invoice Requesting payment from DEEP for the <i>FV Sunbeam IV</i> repower under the grant 	January- February 2024		-\$60,340.39	\$60,340.39

Captain John's Sport Fishing Center, Inc.
7/5/23

4. Provide Updates and Information for EPA Quarterly and Other Reports <ul style="list-style-type: none"> • Updates for Seventh Quarter Report • Updates for Eighth Quarter Report • Updates for Ninth Quarter Report • Updates for Tenth Quarter Report • EPA-required material for Final Report (upon completion but no later than 08/31/2024) 	<ul style="list-style-type: none"> • On or before July 1, 2023 • On or before October 1, 2023 • On or before January 1, 2024 • On or before April 1, 2024 • On or before August 31, 2024 	\$0	\$0	\$0
Total:		\$151,303.28	\$90,962.89	\$60,340.39

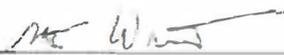
**** For avoidance of doubt, the above "Budget Table and Schedule of Payments" reflects the overall cost of replacing the engine on the vessel. Under no circumstances shall DEEP be responsible for reimbursing any sums greater than the maximum allowable amount under this Agreement.**

Funds shall be paid to Grantee for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices showing work completed and costs thereof with any required supportive documentation. Invoices shall be submitted not more frequently than quarterly. All payments to Grantee are subject to review and approval by the Commissioner, at her sole discretion.

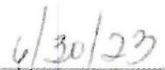
Final payment shall be issued following completion of this Project to the Commissioner's satisfaction, review and submission of materials for a Final Report and associated documentation demonstrating that all elements of the Deliverables in this Scope of Work have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total project costs.

The total sum of all payments shall not exceed the maximum grant amount noted above. Should the total Project costs be less than the amount on which the grant was based, reimbursement will be reduced to the allowable percentage of total costs as established by EPA for the State DERA program.

Signature, Captain John's
Sport Fishing Center, Inc.,
Authorized Representative



Typed Name: Robert Wadsworth, President



Date

Signature, DEEP Assigned
Project Manager



Typed Name: Patrice P. Kelly



Date

Captain John's Sport Fishing Center, Inc.
7/5/23

APPENDIX A
Certificate of Engine/Chassis Destruction

U.S. EPA Diesel Emission Reduction Program
Certificate of Engine/Chassis Destruction

EPA Grantee Name: CT Dept. of Energy & Environmental Protection EPA Grant No.: DS 00A00773 - 3
Subgrantee Name: _____

Vehicle Owner Name: _____
Vehicle Owner Address: _____

Old Vehicle/Chassis Information

Make:	_____	Vehicle ID Number:	_____
Model:	_____	Odometer Reading:	_____ miles
Year:	_____		

Old Engine Information

Make:	_____	Horsepower:	_____
Model:	_____	ID or Serial No.:	_____
Year:	_____	EPA Engine Family Name:	_____

Name of Dismantler: _____
Address of Dismantler: _____
Date Vehicle Accepted by Dismantler: _____
Signature of Dismantler: _____

EPA Grantee/Subgrantee Authorized Representative:

Date engine/chassis disabled: _____

Statement: I certify that within 90 days of replacement, the old engine and chassis (where applicable) have been permanently disabled. Disabling the engine consists of cutting, drilling, or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame-rails on each side of the vehicle/equipment at a point located between the front and rear axles. If other, pre-approved scrappage methods were used, details and documentation are attached. Photos of the disabled engine/chassis that are required pursuant to the Terms and Conditions of the EPA award agreement are attached to this Certificate of Vehicle/Engine Destruction.

Authorized Name: _____
Print Name

Authorized Signature: _____ Date: _____

Note: Documentation must include JPEG images of the following, with corresponding file names:

- | | | | |
|----------------------------|-----------------------------|--------------------------------|----------------------|
| 1) Side profile of vehicle | 3) Engine label | 5) Engine block, prior to hole | 7) Others, as needed |
| 2) VIN | 4) Chassis rail cut in half | 6) Engine block, after hole | |

ATTACHMENT B-7

ELIGIBLE MITIGATION ACTION MANAGEMENT PLAN FOR SEAVIEW FISHERIES

Seaview Fisheries, LLC
7/6/23

SCOPE OF WORK

Purpose: This Agreement is entered into between the Connecticut Department of Energy and Environmental Protection (“DEEP”) and Seaview Fisheries, LLC (Grantee) to provide funding to replace one 1975 Tier 0 CAT 3304A diesel propulsion engine, engine serial number (ESN) 2B5512 Arr. 6N1105, on the *FV Merrick* (Vessel ID #NHZ0D0589594), with a Tier 3 equivalent diesel engine.

The *FV Merrick* is harbored in Milford, Connecticut. However, the vessel operates in various areas off the Connecticut coast in Long Island Sound and the rivers flowing into it.

Description: The Project is titled: “*Diesel Emissions Reduction*”

1. Deliverables/Scope of Work: Following execution of this Scope of Work, Grantee shall be responsible for the below tasks. Grantee shall complete all tasks below relating to this Project no later than August 31, 2024. Completion of the Project shall include documentation of the scrapping of the replaced marine engine. All tasks conducted by Grantee shall be in accordance with the DERA Grant conditions.

A. Work Tasks

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

- Task 1: Planning and Procurement*
- Task 2: Marine Engine Purchase and Delivery*
- Task 3: Installation & Confirmation*
- Task 4: Reports*

Task 1: Planning & Procurement

- Grantee shall comply with this work plan of specific tasks that will be submitted by DEEP and approved by the Environmental Protection Agency (EPA).
- Grantee 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.
- Grantee shall submit to the DEEP Project Manager, a summary of Grantee’s procurement process for selecting replacement engine, vendor, and shipyard, along with all bids received. Grantee’s summary of its procurement process shall include, but not be limited to, all criteria used for selecting the specific replacement engine, vendor, and shipyard. It is anticipated that the current Tier 0 auxiliary engine on the *FV Merrick* will be replaced with a Tier 3 equivalent diesel engine. The Grantee’s initial preference was to rebuild the existing engine, which would be allowed if an EPA-certified rebuild kit is available. If

Seaview Fisheries, LLC
7/6/23

a rebuild is found to be an eligible option, Grantee shall promptly notify DEEP for its review and for approval by both DEEP and EPA. Upon approval, Grantee shall purchase the kit and proceed with the rebuild. The grant amount would be subject to revision; should the total project costs be less than the amount on which the grant was based, reimbursement will be adjusted to the allowable percentage of total costs as established by EPA for the State DERA program, not to exceed the amount of the grant.

- Grantee shall submit to the DEEP Project Manager a copy of the Purchase Order to the selected vendor for new marine engine and to the shipyard for installation of said engine. Grantee shall also submit to the DEEP Project Manager all documentation of any down payments or up-front payments for the engine or shipyard.

Task 2. Marine Engine Purchase & Delivery

Grantee shall accept delivery of the replacement engine for the *FV Merrick* and provide DEEP with documentation of the purchase and delivery of the engine. Documentation shall include, but not be limited to, vendor invoice and proof of purchase. Proof of purchase consists of the paid invoice plus photos of the new engine and its ESN plate.

Task 3. Installation & Confirmation

Using the shipyard selected through the approved procurement process in Task 1, Grantee shall perform the tasks below to complete the *FV Merrick* repower:

- Removal and disposal of the existing Tier 0 marine engine;
- Render existing engine that is being replaced inoperable, in accordance with EPA requirements for scrappage, and provide the DEEP Project Manager with the required EPA Certificate of Engine/Chassis Destruction. Drilling/cutting a three-inch hole in the engine block is the preferred EPA method for rendering the engine inoperable. Alternate method(s) require prior approval by EPA, and as such, Grantee shall, to the extent necessary, submit all documents necessary to enable DEEP to obtain approval for any alternate method for rendering engine(s) inoperable. The required Certificate of Engine/Chassis Destruction form is attached hereto as Appendix A;
- Install EPA-certified Tier 3 marine engine approved by EPA as noted in Task 1 above;
- Evaluation of the vessel's new engine systems; and
- Confirm that the vessel is fully operable without issues following installation of the new engine.
- Grantee shall submit the following documents to DEEP within thirty (30) days of installation and confirmation that the vessel is fully operable:
 - a. Shipyard invoice(s) for installation of Tier 3 engine;

Seaview Fisheries, LLC
7/6/23

- b. EPA-required form in Appendix A, along with photographic documentation in the form of digital photos that the replaced marine engine has been rendered inoperable. Digital photos required for a marine repower are as follows: (i) Engine label (showing serial number, engine family number, and engine model year); (ii) Engine block, prior to hole; (iii) Engine block, after hole; (iv) Others, as requested by DEEP and/or EPA; and
- c. Written confirmation that the *FV Merrick* vessel is fully operable following installation of the new engine. Such written confirmation shall include, but not be limited to, submission by Grantee to the DEEP Project Manager of proof of seaworthiness testing.
- d. Invoice requesting payment from DEEP for the *FV Merrick* repower under the DERA Grant.

Task 4: Reports

- **Status Reports:** Grantee shall provide DEEP with status updates to be included in DEEP's Quarterly Reports to EPA. Grantee shall notify DEEP and provide explanation for delays in the required status reports. Grantee shall provide the status reports to DEEP as follows:
 - a. Seventh Quarter status report due on or before July 1, 2023
 - b. Eighth Quarter status report due on or before October 1, 2023
 - c. Ninth Quarter status report due on or before January 1, 2024
 - d. Tenth Quarter Status report due on or before April 1, 2024
- **Materials for DEEP's Final Report to EPA:** Grantee shall also provide to DEEP all materials/information necessary to enable DEEP to prepare and submit a final report to EPA upon completion of the Project. Grantee shall provide all requested materials by August 31, 2024, to enable DEEP to prepare and submit the final report to EPA by September 30, 2024. The materials/information to be provided by Grantee to DEEP may include, but will not be limited to:
 - a. Environmental results;
 - b. Work plan accomplishments;
 - c. Challenges encountered during planning and implementation;
 - d. Emissions reductions;
 - e. Budgetary issues, including funds expended;
 - f. Public relations activities;
 - g. Technical and identification information for vehicles and engines; and
 - h. Jobs preserved or created.

B. General Provisions

1. Grantee shall comply with all applicable Federal, State, and local laws, rules, and regulations.

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2. Grantee shall perform all tasks within the timelines specified in the EPA-approved workplan and EPA-approved extended project period.
3. Grantee is responsible for all sub-contractors and/or vendors employed for this Project.
4. Grantee is responsible for developing and obtaining all applicable permits required for this Project.
5. Grantee shall ensure that all wastes, materials and/or contaminated water generated from the proposed Project are disposed of in accordance with all applicable federal, state, and local laws and regulations.
6. The engine purchased by Grantee using the DERA funds referenced in the Budget Section below shall be the property of Grantee. Said engine will be used to replace the older engine on the *FV Merrick*. Grantee shall continue to be the owner of the *FV Merrick*. Grantee shall bear sole responsibility for the vessel it owns, and the engine purchased by Grantee using the DERA Funds. Such responsibilities include, but are not limited to, maintenance, storage, operation, insurance, and liability. Under no circumstances shall the State bear any responsibility for any engine purchased using such DERA Grant funds, or any vessel owned by Grantee.
7. All work related to this Project shall be completed at least thirty (30) days prior to the expiration date of this Scope of Work unless an extension has been approved by DEEP in accordance with Section 7 below.

2. Budget: This Grant in the total amount of \$21,934.24 was authorized in accordance with EPA's State Diesel Emission Reduction Act (DERA) and is administered by DEEP. Grantee shall adhere to the budget which is included in this Scope of Work. Eligible costs shall include design and engineering, parts and materials, and installation. Project costs in excess of the maximum payable amount under this Scope of Work shall not be borne by the State.

Funds for this Project have been 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 Grantee of DERA Option funds will be made directly by the Wilmington Trust, the trustee for Volkswagen AG, upon DEEP's approval of Grantee'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.

Grantee has agreed to contribute an estimated additional \$33,065.76 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$55,000.00. Payment is contingent upon documentation of the completion of the tasks outlined in this Scope of Work.

3. Acknowledgement of Funding: Any publication or sign produced or distributed, or any publicity conducted in association with this Scope of Work must provide credit as follows: "Funding provided by EPA DERA Grant and administered by the Connecticut Department of Energy and Environmental Protection."

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4. Publication of Materials: Grantee must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Scope of Work.

Unless specifically authorized in writing by the State, on a case by case basis, the Grantee shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Grantee's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may Grantee use the State Seal in any way without the express written consent of the Secretary of State.

5. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

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For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of

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the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

6. 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 completed DERA Option Request for Payment form and attachments confirming amounts, dates, and descriptions of services covered by the invoice, and shall be submitted to:

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

7. 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, including but not limited to:

1. revisions to the maximum grant payment,
2. the total unit cost of service,
3. the grant's objectives, services, or plan,
4. due dates for reports,
5. completion of objectives or services, and
6. any other Scope of Work revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than sixty (60) days prior to the project deadline in this Scope of Work. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. Such extension must be approved by EPA if it is beyond the project period for the grant. If deemed acceptable, approval will be received in the form of an amendment to the Scope of Work.

8. Final Report: Within thirty (30) days of the deadline stated in this Scope of Work, Grantee shall

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submit to the DEEP Project Coordinator, a Final Report including documentation and accuracy assessment satisfactory to the Commissioner, demonstrating that all the elements of this Scope of Work have been met. All data collected over the course of the Project will be submitted to the DEEP Project Coordinator.

9. **Final Financial Report:** Within thirty (30) days of the deadline set in this Scope of Work, Grantee shall submit a Final Financial Report to the DEEP Project Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal.

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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 the deadline set in this Scope of Work and shall be scheduled as follows, provided that the total sum of all payments shall not exceed \$21,934.24.

Budget and Schedule of Payments

Tasks & Deliverables	Task Delivery Date	Budget		
		Project Total	Grantee Cost-Share Paid	CT State DERA Funds Paid
1. Planning & Procurement: <ul style="list-style-type: none"> Approved EPA work plan with project timeline/schedule 	May-June 2023	\$0	\$0	\$0
<ul style="list-style-type: none"> Summary of procurement process for selecting replacement engine 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 the new marine engine and to the shipyard for the installation Documentation of any down payments or up-front payments 	July 2023	\$0		
2. Marine Engine Purchase & Delivery <ul style="list-style-type: none"> Documentation of delivery of marine engine for the <i>FV Merrick</i> Vendor Invoice for marine engine and proof of payment for engine 	September 2023	\$45,000	\$45,000.00	\$0
3. Installation & Completion <ul style="list-style-type: none"> Shipyard Invoice(s) for installation of Tier 3 engine EPA-required photographic documentation that the replaced marine engine has been rendered inoperable Completed copy of EPA Certificate of Engine/Chassis Destruction Confirmation of project completion for the <i>FV Merrick</i> repower and sea trials 	October 2023- January 2024	\$10,000.00	\$10,000.00	
<ul style="list-style-type: none"> Invoice Requesting payment from DEEP for the <i>FV Merrick</i> repower under the grant 	January- February 2024		-\$21,934.24	\$21,934.24

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4. Provide Updates and Information for EPA Quarterly and Other Reports <ul style="list-style-type: none"> • Updates for Seventh Quarter Report • Updates for Eighth Quarter Report • Updates for Ninth Quarter Report • Updates for Tenth Quarter Report • EPA-required material for Final Report (upon completion but no later than 08/31/2024) 	<ul style="list-style-type: none"> • On or before July 1, 2023 • On or before October 1, 2023 • On or before January 1, 2024 • On or before April 1, 2024 • On or before August 31, 2024 	\$0	\$0	\$0
Total:		\$55,000.00	\$33,065.76	\$21,934.24

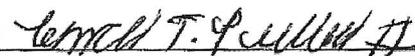
**** For avoidance of doubt, the above "Budget Table and Schedule of Payments" reflects the overall cost of replacing the engine on the vessel. Under no circumstances shall DEEP be responsible for reimbursing any sums greater than the maximum allowable amount under this Agreement.**

Funds shall be paid to Grantee for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices showing work completed and costs thereof with any required supportive documentation. Invoices shall be submitted not more frequently than quarterly. All payments to Grantee are subject to review and approval by the Commissioner, at her sole discretion.

Final payment shall be issued following completion of this Project to the Commissioner's satisfaction, review and submission of materials for a Final Report and associated documentation demonstrating that all elements of the Deliverables in this Scope of Work have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total project costs.

The total sum of all payments shall not exceed the maximum grant amount noted above. Should the total Project costs be less than the amount on which the grant was based, reimbursement will be adjusted to the allowable percentage of total costs as established by EPA for the State DERA program.

Signature, Seaview Fisheries, LLC, Authorized Representative

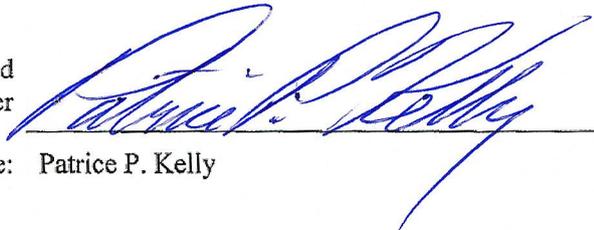


7/10/23

Typed Name: Ronald T. Pulley, II, Owner

Date

Signature, DEEP Assigned Project Manager



7/11/23

Typed Name: Patrice P. Kelly

Date

Seaview Fisheries, LLC
7/6/23

APPENDIX A
Certificate of Engine/Chassis Destruction

Seaview Fisheries, LLC
7/6/23

U.S. EPA Diesel Emission Reduction Program
Certificate of Engine/Chassis Destruction

EPA Grantee Name: CT Dept. of Energy & Environmental Protection EPA Grant No.: DS 00A00773 - 3

Subgrantee Name: _____

Vehicle Owner Name: _____

Vehicle Owner Address: _____

Old Vehicle/Chassis Information

Make:	_____	Vehicle ID Number:	_____
Model:	_____	Odometer Reading:	_____ miles
Year:	_____		

Old Engine Information

Make:	_____	Horsepower:	_____
Model:	_____	ID or Serial No.:	_____
Year:	_____	EPA Engine Family Name:	_____

Name of Dismantler: _____

Address of Dismantler: _____

Date Vehicle Accepted by Dismantler: _____

Signature of Dismantler: _____

EPA Grantee/Subgrantee Authorized Representative:

Date engine/chassis disabled: _____

Statement: I certify that within 90 days of replacement, the old engine and chassis (where applicable) have been permanently disabled. Disabling the engine consists of cutting, drilling, or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame-rails on each side of the vehicle equipment at a point located between the front and rear axles. If other, pre-approved scrappage methods were used, details and documentation are attached. Photos of the disabled engine/chassis that are required pursuant to the Terms and Conditions of the EPA award agreement are attached to this Certificate of Vehicle/Engine Destruction.

Authorized Name: _____
(Print Name)

Authorized Signature: _____ Date: _____

Note: Documentation must include JPEG images of the following, with corresponding file names:

- 1) Side profile of vehicle
- 2) VIN
- 3) Engine label
- 4) Chassis cut out in half
- 5) Engine block, prior to hole
- 6) Engine block, after hole
- 7) Others, as needed

ATTACHMENT B-8

ELIGIBLE MITIGATION ACTION MANAGEMENT PLAN FOR WILLIAM WILCZEK

SCOPE OF WORK

Purpose: This Agreement is entered into between the Connecticut Department of Energy and Environmental Protection (DEEP) and Fishing Vessel Susan LLC (Grantee) to provide funding to replace one Tier 0 diesel engine and powertrain in the commercial fishing vessel, *FV Susan*, owned by William Wilczek. The following engine will be replaced: One 1998 John Deere Series 300, 6.8l diesel engine, engine serial number (ESN) T06068T580528, and powertrain on the *FV Susan* (CT7137AK).

The *FV Susan* is harbored on the Niantic River in Connecticut. However, the vessel's range of operations extend from the Niantic River (CT) to the Thames River (CT), Eastern Long Island Sound and Fishers Island Sound both in Connecticut and New York waters, west to the area of Faulkner Island located south of the East River in Guilford, CT. Additionally, the *FV Susan* periodically operates in Block Island Sound and the waters south of Montauk, NY.

Description: The Project is titled: “***Repower 32 South Shore F/V Susan.***”

1. Deliverables/Scope of Work: Following execution of this Scope of Work, Grantee shall be responsible for the below tasks. Grantee shall complete all tasks below relating to this Project no later than August 31, 2024. Completion of the Project shall include documentation of the scrapping of the replaced marine engine. All tasks conducted by Grantee shall be in accordance with the DERA Grant conditions.

A. Work Tasks

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

- Task 1: Planning and Procurement*
- Task 2: Marine Engine Purchase and Delivery*
- Task 3: Installation & Confirmation*
- Task 4: Reports*

Task 1: Planning & Procurement

- Grantee shall comply with the work plan of specific tasks that was submitted by DEEP and approved by the Environmental Protection Agency (EPA).
- Grantee 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.
- Grantee shall submit to the DEEP Project Manager, a summary of Grantee's procurement process for selecting a replacement engine, vendor, and shipyard, along with all bids received. Grantee's summary of its procurement process

shall include, but not be limited to, all criteria used for selecting the specific replacement engine, vendor, and shipyard. It is anticipated that the current Tier 0 engine and powertrain on the *FV Susan* will be replaced with a new Tier 3, 2022 John Deere 4045SFM85 4.51 PowerTech diesel engine and matching powertrain. This engine replacement model is subject to change in the event of size constraints within the vessel's hull. In the event that the replacement engine specified above cannot be utilized due to size constraints within the vessel's hull, Grantee shall select a comparable engine replacement and promptly notify DEEP of the selection for its review and approval. Upon DEEP's approval, Grantee shall purchase said replacement engine.

- Grantee shall submit to the DEEP Project Manager a copy of the Purchase Order to the selected vendor for the new marine engine and to the shipyard for installation of said engine. Grantee shall also submit to the DEEP Project Manager all documentation of any down payments or up-front payments for the engine or shipyard.

Task 2. Marine Engine Purchase & Delivery

Grantee shall accept delivery of the replacement engine for the *FV Susan* and provide DEEP with documentation of the purchase and delivery of the engine. Documentation shall include, but not be limited to, vendor invoice and proof of purchase. Proof of purchase consists of paid invoice and photos of the new engine and its ESN plate.

Task 3. Installation & Confirmation

Using the shipyard selected through the approved procurement process in Task 1, Grantee shall perform the tasks below to complete the *FV Susan* repower:

- Removal and disposal of the existing Tier 0 marine engine;
- Render existing engine that is being replaced inoperable, in accordance with EPA requirements for scrapage, and provide the DEEP Project Manager with the required EPA Certificate of Engine/Chassis Destruction. Drilling/cutting a three-inch hole in the engine block is the preferred EPA method for rendering the engine inoperable. Alternate method(s) require prior approval by EPA, and as such, Grantee shall, to the extent necessary, submit all documents necessary to enable DEEP to obtain approval for any alternate method for rendering engine(s) inoperable. The required Certificate of Engine/Chassis Destruction form is attached hereto as Appendix A;
- Install EPA-certified Tier 3 marine engine approved by EPA as noted in Task 1 above;
- Evaluation of the vessel's new engine systems; and
- Confirm that the vessel is fully operable without issues following installation of the new engine.
- Grantee shall submit the following documents to DEEP within thirty (30) days

of installation and confirmation that the vessel is fully operable:

- a. Shipyard invoice(s) for installation of Tier 3 engine;
- b. EPA-required form in Appendix A, along with photographic documentation in the form of digital photos that the replaced marine engine has been rendered inoperable. Digital photos required for a marine repower are as follows: (i) Engine label (showing serial number, engine family number, and engine model year); (ii) Engine block, prior to hole; (iii) Engine block, after hole; (iv) Others, as requested by DEEP and/or EPA; and
- c. Written confirmation that the *FV Susan* is fully operable following installation of the new engine. Such written confirmation shall include, but not be limited to, submission by Grantee to the DEEP Project Manager of proof of seaworthiness testing.
- d. Invoice requesting payment from DEEP for the *FV Susan* repower under the DERA Grant.

Task 4: Reports

- Status Report: Grantee shall provide DEEP with status updates to be included in DEEP's Quarterly Reports to EPA. Grantee shall notify DEEP and provide explanation for delays in the required status reports. Grantee shall provide the status reports to DEEP as follows:
 - a. Seventh Quarter status report due on or before July 1, 2023
 - b. Eighth Quarter status report due on or before October 1, 2023
 - c. Ninth Quarter status report due on or before January 1, 2024
 - d. Tenth Quarter Status report due on or before April 1, 2024
- Materials for DEEP's Final Report to EPA: Grantee shall also provide to DEEP all materials/information necessary to enable DEEP to prepare and submit a final report to EPA upon completion of the Project. Grantee shall provide all requested materials by August 31, 2024, to enable DEEP to prepare and submit the final report to EPA by September 30, 2024. The materials/information to be provided by Grantee to DEEP may include, but will not be limited to:
 - a. Environmental results;
 - b. Work plan accomplishments;
 - c. Challenges encountered during planning and implementation;
 - d. Emissions reductions;
 - e. Budgetary issues, including funds expended;
 - f. Public relations activities;
 - g. Technical and identification information for vehicles and engines; and
 - h. Jobs preserved or created.

B. General Provisions

1. Grantee shall comply with all applicable Federal, State, and local laws, rules, and regulations.
2. Grantee shall perform all tasks within the timelines specified in the EPA approved workplan and EPA approved extended project period.
3. Grantee is responsible for all sub-contractors and/or vendors employed for this Project.
4. Grantee is responsible for developing and obtaining all applicable permits required for this Project.
5. Grantee shall ensure that all wastes, materials and/or contaminated water generated from the proposed Project are disposed of in accordance with all applicable federal, state, and local laws and regulations.
6. The engine purchased by Grantee using the DERA funds referenced in the Budget Section below shall be the property of Grantee. Said engine will be used to replace an older engine on the *FV Susan*. Grantee shall continue to be the owner of the *FV Susan*. Grantee shall bear sole responsibility for the vessel it owns, and the engine purchased by Grantee using the DERA funds. Such responsibilities include, but are not limited to, maintenance, storage, operation, insurance, and liability. Under no circumstances shall the State bear any responsibility for any engine purchased using such DERA Grant funds, or any vessel owned by Grantee.
7. All work related to this Project shall be completed at least thirty (30) days prior to the expiration date of this Scope of Work unless an extension has been approved by DEEP in accordance with Section 7 below.

2. Budget: This Grant in the total amount of \$36,839.60 was authorized in accordance with EPA's State Diesel Emission Reduction Act (DERA) and is administered by DEEP. Grantee shall adhere to the budget which is included in this Scope of Work. Eligible costs shall include design and engineering, parts and materials, and installation. Project costs in excess of the maximum payable amount under this Scope of Work shall not be borne by the State.

Funds for this Project have been 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 Grantee of DERA Option funds will be made directly by the Wilmington Trust, the trustee for Volkswagen AG, upon DEEP's approval of Grantee'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.

Grantee has agreed to contribute an estimated additional \$55,535.54 to the above referenced project through a combination of cash and in-kind services, bringing the estimated total value of the project to \$92,375.14. Payment is contingent upon documentation of the completion of the tasks outlined in this Scope of Work.

3. Acknowledgement of Funding: Any publication or sign produced or distributed, or any publicity conducted in association with this Scope of Work must provide credit as follows: “Funding provided by EPA DERA Grant and administered by the Connecticut Department of Energy and Environmental Protection.”

4. Publication of Materials: Grantee must obtain written approval from DEEP prior to distribution or publication of any printed material prepared under the terms of this Scope of Work.

Unless specifically authorized in writing by the State, on a case by case basis, the Grantee shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Grantee’s products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may Grantee use the State Seal in any way without the express written consent of the Secretary of State.

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This video with closed captioning is available at www.ct.gov/deep.

6. 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

All **invoices** must include the completed DERA Option Request for Payment form and attachments confirming amounts, dates, and descriptions of services covered by the invoice, and shall be submitted to:

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7. 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, including but not limited to:

1. revisions to the maximum grant payment,
2. the total unit cost of service,
3. the grant's objectives, services, or plan,
4. due dates for reports,
5. completion of objectives or services, and
6. any other Scope of Work revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than sixty (60) days prior to the project deadline in this Scope of

Work. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. Such extension must be approved by EPA if it is beyond the project period for the grant. If deemed acceptable, approval will be received in the form of an amendment to the Scope of Work.

8. Final Report: Within thirty (30) days of the deadline stated in this Scope of Work, Grantee shall submit to the DEEP Project Coordinator, a Final Report including documentation and accuracy assessment satisfactory to the Commissioner, demonstrating that all the elements of this Scope of Work have been met. All data collected over the course of the Project will be submitted to the DEEP Project Coordinator.

9. Final Financial Report: Within thirty (30) days of the deadline set in this Scope of Work, Grantee shall submit a Final Financial Report to the DEEP Project Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal.

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 the deadline set in this Scope of Work and shall be scheduled as follows, provided that the total sum of all payments shall not exceed \$36,839.60.

Budget and Schedule of Payments

Tasks & Deliverables	Task Delivery Date	Budget		
		Project Total	Grantee Cost-Share Paid	DERA Option VW Funds
1. Planning & Procurement: <ul style="list-style-type: none"> Approved EPA work plan with project timeline/schedule 	July 2023	\$0	\$0	\$0
<ul style="list-style-type: none"> Summary of procurement process for selecting replacement engine 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 the new marine engine and to the shipyard for the installation Documentation of any down payments or up-front payments 	July 2023	\$0	\$0	\$0
2. Marine Engine Purchase & Delivery <ul style="list-style-type: none"> Documentation of delivery of marine engine for the <i>FV Susan</i> Vendor Invoice for marine engine and proof of payment for engine 	September 2023	\$54,703.00	\$54,703.00	\$0
3. Installation & Completion <ul style="list-style-type: none"> Shipyard Invoice(s) for installation of Tier 3 engine EPA-required photographic documentation that the replaced marine engine has been rendered inoperable Completed copy of EPA Certificate of Engine/Chassis Destruction Confirmation of project completion for the <i>FV Susan</i> repower and sea trials 	October 2023- January 2024	\$37,672.14	\$37,672.14	\$0
<ul style="list-style-type: none"> Invoice Requesting payment from DEEP for the <i>FV Susan</i> repower under the grant 	January- February 2024		-\$36,839.60	\$36,839.60
4. Provide Updates and Information for EPA Quarterly and Other Reports <ul style="list-style-type: none"> Updates for Seventh Quarter Report Updates for Eighth Quarter Report Updates for Ninth Quarter Report Updates for Tenth Quarter Report EPA-required material for Final Report (upon completion but no later than 08/31/2024) 	<ul style="list-style-type: none"> On or before July 1, 2023 On or before October 1, 2023 On or before January 1, 2024 On or before April 	\$0	\$0	\$0

Fishing Vessel Susan LLC
5/31/2023

	1, 2024 • On or before August 31, 2024			
Total:		\$92,375.14	\$55,535.54	\$36,839.60

**** For avoidance of doubt, the above "Budget Table and Schedule of Payments" reflects the overall cost of replacing the engine on the vessel. Under no circumstances shall DEEP be responsible for reimbursing any sums greater than the maximum allowable amount under this Agreement.**

Funds shall be paid to Grantee for the reimbursement of expenditures, contingent upon receipt by DEEP of detailed invoices showing work completed and costs thereof with any required supportive documentation. Invoices shall be submitted not more frequently than quarterly. All payments to Grantee are subject to review and approval by the Commissioner, at her sole discretion.

Final payment shall be issued following completion of this Project to the Commissioner's satisfaction, review and submission of materials for a Final Report and associated documentation demonstrating that all elements of the Deliverables in this Scope of Work have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total project costs.

The total sum of all payments shall not exceed the maximum grant amount noted above. Should the total Project costs be less than the amount on which the grant was based, reimbursement will be reduced to the allowable percentage of total costs as established by EPA for the State DERA program.

Signature, Fishing Vessel
Susan LLC, Authorized
Representative

William Wilczek

06/06/2023

Typed Name: William Wilczek, Owner/Operator

Date

Signature, DEEP Assigned
Project Manager

Kaitlin Stern

06/15/2023

Typed Name: Kaitlin Stern

Date

Fishing Vessel Susan LLC
5/31/2023

APPENDIX A
Certificate of Engine/Chassis Destruction

U.S. EPA Diesel Emission Reduction Program
Certificate of Engine/Chassis Destruction

EPA Grantee Name: CT Dept. of Energy & Environmental Protection EPA Grant No.: DS 00A00773 - 3
Subgrantee Name: _____

Vehicle Owner Name: _____
Vehicle Owner Address: _____

Old Vehicle/Chassis Information

Make:	_____	Vehicle ID Number:	_____
Model:	_____	Odometer Reading:	_____ miles
Year:	_____		

Old Engine Information

Make:	_____	Horsepower:	_____
Model:	_____	ID or Serial No.:	_____
Year:	_____	EPA Engine Family Name:	_____

Name of Dismantler: _____
Address of Dismantler: _____
Date Vehicle Accepted by Dismantler: _____
Signature of Dismantler: _____

EPA Grantee/Subgrantee Authorized Representative:

Date engine/chassis disabled: _____

Statement: I certify that within 90 days of replacement, the old engine and chassis (where applicable) have been permanently disabled. Disabling the engine consists of cutting, drilling, or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame-rails on each side of the vehicle/equipment at a point located between the front and rear axles. If other, pre-approved scrappage methods were used, details and documentation are attached. Photos of the disabled engine/chassis that are required pursuant to the Terms and Conditions of the EPA award agreement are attached to this Certificate of Vehicle/Engine Destruction.

Authorized Name: _____
Print Name

Authorized Signature: _____ Date: _____

Note: Documentation must include JPEG images of the following, with corresponding file names:

- 1) Side profile of vehicle
- 2) VIN
- 3) Engine label
- 4) Chassis rail cut in half
- 5) Engine block, prior to hole
- 6) Engine block, after hole
- 7) Others, as needed

ATTACHMENT C

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

ATTACHMENT C

DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

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)

DEEP maintains a webpage that has been designed to support public access to information relative to the VW Settlement and DEEP's administration of mitigation funds so as to implement the program in an open and transparent manner. DEEP's VW Settlement Information webpage and all supporting information and documentation can be found at: <https://portal.ct.gov/DEEP/Air/Mobile-Sources/VW/VW-Settlement---Admin-Archive>. Timely updates to the webpage as well as direct outreach via email to those who have requested notification will inform the general public on project solicitations, and project status including when the projects identified herein have been completed.

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 sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust's public-facing website upon receipt."

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 FY 2022 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

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

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

CT DOT EV Replacement of a Transit Van (Attachment D-1)

Vehicle Class	Vehicle Type	Vehicle Make	Vehicle Model	Model Year (MY)	Fuel	Cost of Vehicle	Cost of EVSE with Installation	Total Cost with EVSE
Class 2	Medium Roof Transit Van	Ford	E-Transit 350	2023	Electric	\$132,264.00	\$0	\$132,264.00

Sims Metals EV Replacement of a Material Handler (Attachment D-2)

Equipment Type	Make	Model	Model Year (MY)	Fuel	Material Handler Cost	Charging Supply Equipment and Installation Cost	Total Project Cost
Scrap Metal Material Handler	Sennebogen	850E	2023	Electric	\$1,153,900.00	\$202,147.50	\$1,356,047.50

Stamford Linen EV Replacement of Two (2) Box Trucks with EVSE (Attachment D-3)

Vehicle Class	Vehicle Type	Vehicle Make	Vehicle Model	Model Year (MY)	Fuel	Cost of Vehicle	Cost of EVSE with Installation	Total Cost with EVSE
Class 6	Box Truck	Kenworth	K270E	2023	Electric	\$357,610.03	\$45,748.52	\$403,358.55
Class 6	Box Truck	Kenworth	K270E	2023	Electric	\$372,809.59	\$45,748.52	\$418,558.11
Total						\$730,419.62	\$91,497.04	\$821,916.66

Gateway Terminal EV Replacement of a Terminal Tractor (Attachment D-4)

Vehicle Class	Vehicle Type	Vehicle Make	Vehicle Model	Model Year (MY)	Fuel	Cost of Vehicle	Cost of EVSE with Installation	Total Cost with EVSE
Non-road	Terminal Truck	Orange	e-TRIEVER	2023	Electric	\$345,414.17	\$10,103.25	\$355,517.42

O&G Industries Replacement of Two (2) Front-Discharge Cement Mixers (Attachment D-5)

Equipment Type	Make	Model	Model Year (MY)	Fuel	Cost
Front-Discharge Mixer	Oshkosh	S-2305	2023	Diesel	\$323,758.00
Front-Discharge Mixer	Oshkosh	S-2305	2023	Diesel	\$323,758.00
Total					\$647,516.00

Captain John's Sport Fishing Replacement of a Marine Engine (Attachment D-6)

Engine Type	Engine Make	Engine Model	Model Year (MY)	Fuel	Cost
Propulsion	Cummins	QSL9	2023	Diesel	\$149,329.28

Seaview Fisheries Replacement of a Marine Engine (Attachment D-7)

Engine Type	Engine Make	Engine Model	Model Year (MY)	Fuel	Cost
Propulsion	Possibly Caterpillar	Modern upgraded Caterpillar 3304 or modern emission compliant equivalent	2023	Diesel	\$55,000.00

William Wilczek Replacement of a Marine Engine and Powertrain (Attachment D-8)

Engine Type	Engine Make	Engine Model	Model Year (MY)	Fuel	Cost
Propulsion	John Deere	4045SFM85 4.51 Power Tech	2022	Diesel	\$92,375.14

See attached vendor cost estimates for the grantees.

ATTACHMENT D-1

VENDOR ESTIMATE FOR CT DOT



Joint Procurement for Paratransit Vehicles
GNHTD #05-2021

2024 Ford E-Transit 350

Price Proposal



Sales Experience

550+ Years of Collective Bus Sales Experience
Servicing Over 1,500 Customers Annually

Nationwide Network

20+ Full-Service Locations Nationwide
Partners with 25+ Top Manufacturers

Competitive Pricing

Volume Discounts
Fixed Contract Pricing

In-House Financing

Seamless Transactions
Flexible Structures

40+

Years In
Business

20+

Nationwide
Locations

350+

Dedicated
Employees

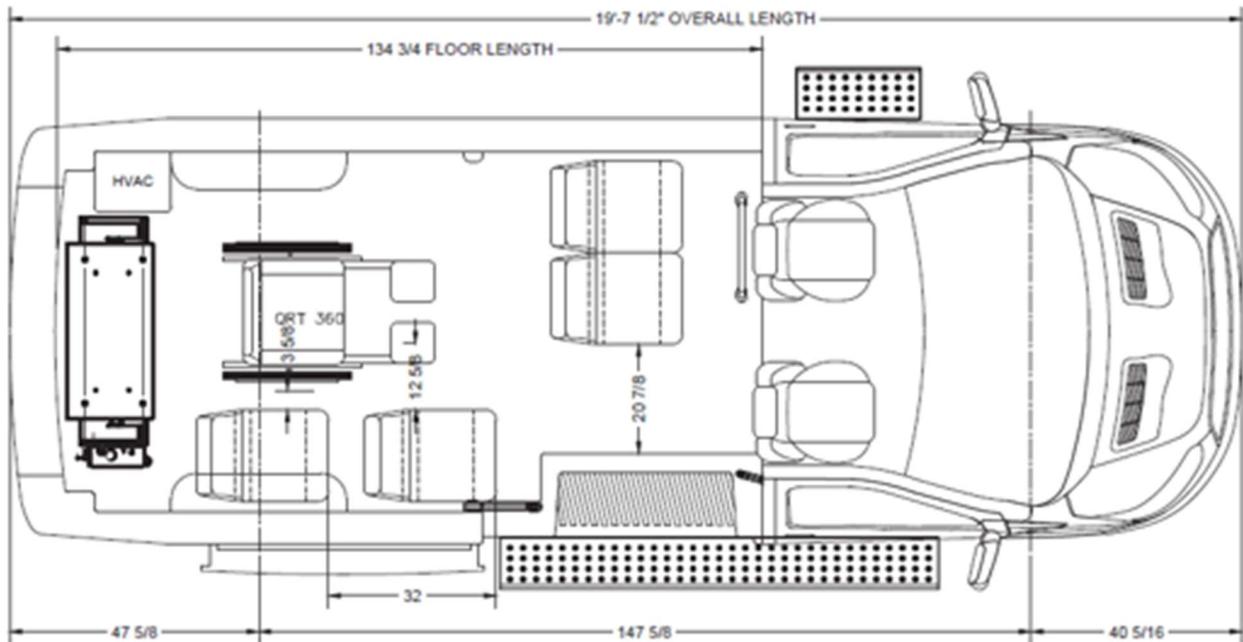
1,500

Annual
Customers

Creative Bus Sales offers dedicated sales, parts, and service departments to help you in all stages of bus ownership. Our customers benefit from our strong manufacturer partnerships, the largest in-stock inventory, and a nationwide team of experts. As a family-owned business with experience in the transportation industry since 1980, it's no coincidence that we've grown to become the nation's largest bus dealership.



2024 Ford E-Transit 350





Specifications

Chassis

- 2023 Ford E-Transit 350, Medium Roof Van
- Engine: Ford OEM Electric Motor
- Drive: Rear Wheel Drive
- Power: 198 kW / 266 HP / 317 TQ
- Battery: 68 kWh
- Fuel Type: Electric
- Floor-mounted single pack Li-ion battery
- GVWR: 9,500
- Cruise Control

Exterior

- Length: 19' 7.5"
- Wheelbase: 148"
- Running board on driver side, short step
- Running board on passenger side, full
- 16" Steel wheels with full wheel covers
- Z-Tech Undercoating
- Single Rear Wheel

Interior

- Flooring: Gerflor Black Graphite
- Long Wheelbase ABS Plastic Interior w/ 6 LED Dome Lights Mid Roof
- Entry grab rail (stanchion) on right side (B pillar)
- Freedman 3pt Mid-Hi Rigid Seats
- Drivers barrier w/modesty panel

A/C and Heat

- E-Transit HVAC System: Twin Air TM431F-E Floor Mount 31K BTU A/C & 28K BTU Heat

Accessories

- Braun Century NCL919FIB-2 Rear Lift
- Q'Straint QRT 360 Kit
- Sync 4 AM/FM/Bluetooth Radio
- 3 Years of Ford Telematics/Connectivity

Safety

- OEM white noise back-up alarm
- Intermotive wheelchair lift interlock
- Interior Convex Mirror
- First aid kit, Fire extinguisher, Triangles
- Q'Straint Seat Belt Cutter

Charging

- Ford Pro Charger 48 AMP / 11.5kW
- Charging time: 0-100% 240V L2 (48A) 8 hours, 0-100% 240V L2 (30A) ~12 hours

Passenger Seating Options

- 7 Passenger (Available with optional streetside foldaway)
- 5 Passenger, 1 Wheelchair

Seating

- Passenger Seating:
 - Seat Fabric (4): Level 3 Grey Vinyl
 - Freedman 3pt Mid-Hi Rigid Single Seat (3)
- OEM Driver and Co-pilot Seating
 - OEM Seats (2)



Warranty

Manufacturer Warranty

- Bumper to Bumper: 3 Years / 36,000 miles
- Powertrain: 5 Years / 60,000 Miles
- Safety Restraint System: 5 Years / 60,000 Miles
- Corrosion (Perforation only): 5 Years / Unlimited
- Unique Electrified Components: 8 years / 100,000 Miles

Conversion Warranty

- Forest River Warranty: 5 Years / 100,000 Miles

All vehicles come with warranty, but Creative Bus Sales offers more value without the added cost. Our coverage and support comes with each of our new buses — *standard*.

We Process All The Warranty Registrations

We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

We Handle All The Paperwork

We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

Repair Facilities Near You

When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

No More Claim Forms

Creative Bus handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.



Pricing

Description	Amount
Van Price	\$104,799.00
Options	\$27,465.00
Delivery	Included
Total*	\$132,264.00

** Pricing does not include DMV, title, or licensing.
This quote is valid for 30 days from date issued.*

Options

• Motorola APX6500 Radio (Installed)	\$10,925.00
• Seon 6 Camera System	\$6,125.00
• Freedman Double Passenger Foldaway Seat & Install Kit	\$3,885.00
• Extended Warranty: 8 years/100,000 miles	\$2,860.00
• Decal Installation: Logo, Lettering & Stripes	\$2,500.00
• Fleetwatch OBD200-180	\$620.00
• Tablet Mount Anchored to the Passenger Seat	\$550.00

Contact:

Date Issued: 6/16/2023

Name: Patrick Claffey

Phone: (603) 851-1508

Email: pclaffey@creativebussales.com

ATTACHMENT D-2

VENDOR ESTIMATE FOR SIMS METALS

MACHINE QUOTATION

Model: _____ SENNEBOGEN 850 A-Special "E"
Customer: _____ SIMS, USA
Date: _____ Tuesday, November 29, 2022
Dealer: _____ Tyler Equipment

SIMS, New Haven, CT

(USA)

SENNEBOGEN 850 A-Special "E" **green line Material Handling Machine**



(Picture may show similar model, different series and/or optional equipment)

MACHINE QUOTATION

Model: _____ SENNEBOGEN 850 A-Special "E"
 Customer: _____ SIMS, USA
 Date: _____ Tuesday, November 29, 2022
 Dealer: _____ Tyler Equipment

Power Unit

- ▶ Electric motor

- ▶ Motor Rating: 250 kW
 Voltage: 480 Volts
 Frequency: 60Hz
 Cable: 3 phase

- ▶ Electrical swivel for electric machines with mobile undercarriage

- ▶ Longitudinally mounted electric motor provides excellent and safe access from platform. Electric control panel / electric switch cabinet on the rear, left side of the upper carriage with easy access via platform

- ▶ During the start of the electric motor a temporary high demand of the nominal current is required from the electricity network. Power feed and electric network has to be provided by the customer for this demand. SENNEBOGEN will not be responsible for electrical supply towards to the machine.

- ▶ Cable will be provided by dealer/customer.

Hydraulic System

- ▶ Computer free, state-of-the-art load-sensing with flow-on-demand control

- ▶ Hydraulic cooler hydraulically driven, reversible

- ▶ Hydro-Clean filtration system with water absorption and contamination indicator

Upper Carriage & Swing System

- ▶ Torsion free, precisely machined upper carriage frame

- ▶ High torque axial piston swing motor

- ▶ Large dimensioned, internal teeth swing bearing

- ▶ Automatic central lubrication system for upper carriage and swing bearing

- ▶ Catwalk at left and right side of the upper carriage, set down 0.45m, with hand rail, access via ladder. Width each side approx. 1.0m (only available with pylon length 1,5m or higher)

- ▶ Catwalk element at the counterweight, set down 0.45m. Swing radius extended by approx. 1,5m (only in combination with pylon above 1,5m and catwalks on the left and right side).

- ▶ Fire extinguisher set (1x cab, 1x storage compartment) - brackets installed, extinguisher shipped separate to dealer

- ▶ 1 LED headlight mounted on the cab roof heading backwards

- ▶ 2 LED headlights mounted on the stick: 1 pc on left side, 1 pc on right side

- ▶ 1 LED headlight mounted on the compact boom downside

- ▶ Handrail at the upper structure, tiltable for transportation, electric engine

- ▶ Auxiliary crane 150 kg

MACHINE QUOTATION

Model: _____ SENNEBOGEN 850 A-Special "E"
 Customer: _____ SIMS, USA
 Date: _____ Tuesday, November 29, 2022
 Dealer: _____ Tyler Equipment

- ▶ 25kW electric generator

Operator's Cab "maXcab"

- ▶ maXcab E300/260
- ▶ Catwalk with handrail beside cab
- ▶ "maXCab" with sliding door and door window as sliding window, sunshade, floor mat
- ▶ Skylight of bullet proof glass
- ▶ Windshield of bullet proof glass (fixed / no tilt out)
- ▶ Automatic climate control with AC, heater and defroster
- ▶ Radio with USB and SD port, MP3 and Bluetooth
- ▶ SENCON visual and acoustic diagnostic system for monitoring all essential machine functions
- ▶ Air suspended and adjustable operator's seat incl. armrests, seat heater, headrest, seat belt
- ▶ Camera system with display in cab
- ▶ Operator's & Maintenance manual incl. hydraulic & electric schematics (1x print / 1x digital)
- ▶ Spare Parts catalogue (1x print / 1x digital)
- ▶ Catwalk at left and right side of the upper carriage, set down 0.45m, with handrail, access via ladder.
- ▶ Catwalk element at the counterweight, set down 0.45m. Swing radius extended by approx. 1.5m.
- ▶ 3-inch seat belt for seat instead of standard seat belt
- ▶ Sun protection for skylight, inside, only for MAXCAB

Working Equipment

- ▶ K21 - reach 67.52' / purpose-built material handling working equipment
- ▶ Straight material handling boom, with end stop monitoring system and limit switches
- ▶ Straight material handling stick, with end stop monitoring system and limit switches
- ▶ Boom & Stick cylinders equipped with safety check valves and end position dumping
- ▶ Attachment open/close and rotate hydraulic circuits and lines installed up to the end of the stick (ball valves)

Undercarriage

- ▶ Four-point structural-steel base ST78/ 550 x 550, for electric machines, 1m pylon integrated into undercarriage car body, movable for stationary machines (for example: instead of concrete foundation)
 ATTENTION: The mounting surface must be provided by customer in firm and level condition. Possibly necessary anchorage or rigging must be provided by customer.
- ▶ Tubular pylon, length 2.0m ATTENTION: in combination with this tubular pylon the undercarriage counterweight, a catwalk and a handrail at the upper structure (to check technically first) are necessary.
- ▶ Disclaimer for stationary machines
 In the event that the objects delivered by us are linked to the purchaser's goods (e.g. assembly on purchaser's devices, machines or ships or setup/assembly in buildings or property), we are not obliged

MACHINE QUOTATION

Model: _____ SENNEBOGEN 850 A-Special "E"
Customer: _____ SIMS, USA
Date: _____ Tuesday, November 29, 2022
Dealer: _____ Tyler Equipment

to inspect the purchaser's goods for their structural, statistical, technical or other kind of suitability with regard to the object delivered by us. It is the sole responsibility of the purchaser to perform the above-mentioned suitability checks on goods belonging to him. We undertake to provide the purchaser with all documentation required for this purpose, in particular technical diagrams, documentation, assembly instructions and declarations of incorporation. The purchaser expressly states that he fully disclaims us from any such suitability for inspection. The purchaser states that before signing the contract, he was given the opportunity to check goods belonging to him for suitability as mentioned above. Furthermore, by concluding this delivery contract, the purchaser asserts that goods procured by him are fully suitable for use with the objects delivered by us. It has been made clear that the purchaser may not derive any rights whatsoever in the event of the supplied goods being unsuitable.

In the event that we supply an incomplete machine, as defined in the German Equipment and Product Safety Act, we are not obliged to comply with the requirements for commissioning and placing the entire machine into circulation (this also includes (partial) machines supplied by the purchaser). We are particularly not obliged to issue the EC declaration of conformity for the entire machine, nor are we obliged to attach a CE marking. A CE marking may not be attached to incomplete machines. We will, of course, comply with the requirements for placing incomplete machines into circulation. The purchaser is responsible for taking care of the EC declaration of conformity and the CE marking at his own expense.

In the event that a third-party files a claim against us on the basis of the German Product Liability Act, the basic principles of manufacturer's liability or the German Equipment and Product Safety Act, the purchaser undertakes to immediately absolve us of any liability at the first request, provided that the cause of the claim emanates from the objects supplied by the purchaser.

-
- ▶ **ATTENTION:** Accesses for stationary machines (especially fix mounted machines), from ship or existing structures, via ladders, stairs, platforms etc. are not in the scope of delivery of SENNEBOGEN. They have to be provided by the customer
-

MACHINE QUOTATION

Model: _____ SENNEBOGEN 850 A-Special "E"
Customer: _____ SIMS, USA
Date: _____ Tuesday, November 29, 2022
Dealer: _____ Tyler Equipment

Transport & Installation

Preliminary breakdown for Transport:

- TBD by request only

Equipment Requirements for Installation (to be provided by customer):

- Lifting crane capable of handling at least the upper carriage
 - ✓ The size of crane is based on radius of the lift. This is to be decided between the crane company and/or the selling partner
 - ✓ A telescoping type crane is NOT recommended. Capacity decreases rapidly as the boom is extended. Two cranes cannot be used to lift upper carriage at the same time because of safety reasons
 - ✓ All rigging is to be the responsibility of the crane rental company. Various shackles will be needed for leveling purposes
- A smaller crane may be needed for balancing purposes (pending on assembly procedure)
- Boom truck to be available when pinning boom and stick cylinders
- Hydraulic torque wrench will be furnished by SENNEBOGEN if one is not available

On Site Requirements for Installation (customers responsibility)

- The customer is responsible for the layout and installation of the hook up to the electric junction box as well as the electrical network
- The customer is responsible to have all wiring available upon assembly of machine. The machine cannot be assembled completely until the unit is operational
- The customer is responsible for a level surface (+/- 0.25% degree)
- SENNEBOGEN will provide further technical information once the order is placed
- The customer is responsible for all design, static calculation, reinforcement of existing structure if required to hold upcoming forces (see technical specs), entrance to machine catwalks / platform to access operators cab, work and additional accessories required for the installation of the elastic bearing with machine on the existing structure

Labor for Installation:

- A SENNEBOGEN service representative will be on site throughout the assembly (supervision), testing, operator and maintenance training
- Two-three (2-3) service technicians are required to support the SENNEBOGEN service representative (customers/dealers responsibility)
- Electrician has to be available upon request for connections to machine (customers responsibility)
- The approximately time for installation depends on accessibility of assembly area, availability of required tools and equipment, weather conditions, support crew, etc. – a detailed time schedule can be provided, the labor time estimates are considered assembly under perfect conditions with best access to the assembly site
- Delays caused by customer, dealer or other third parties involved for the installation are not SENNEBOGEN's responsibility; additional installation days are subject to additional charges for supervising of installation



MACHINE QUOTATION

Model: _____ SENNEBOGEN 850 A-Special "E"
 Customer: _____ SIMS, USA
 Date: _____ Tuesday, November 29, 2022
 Dealer: _____ Tyler Equipment

Commercial Conditions

Scope of Supply

SENNEBOGEN LLC will supply the complete machine as described in the technical specification EXW USA gulf coast seaport (e.g. Port NYC) including supervision of the assembly and training of the operation and maintenance personnel. If required SENNEBOGEN LLC will organize the transport from the port to the site designated by the customer/dealer, at customers/dealers cost and risk.

Excluded from scope of supply & pricing:

loading of machine / components onto trucks at the storage / port facility
 transport of the machine / components to final assembly site
 unloading of machine / components from trucks at the final destination
 erection & assembly of machine on site
 electrical & hydraulic hook-up and assembly on rail chassis
 equipment required for assembly like generator or cranes, etc.
 any additional items not included in technical specifications or scope of supply (e.g. additional attachment, options not listed, etc.)

Customer Pricing

1x (one) unit 850E Pylon 2m A-Special Electric K21 "E"	US\$ 1,153,900.00
Port Loading Fee's Port NYC	US\$ 28,400.00
Trucking from Port to SIMS New Haven, 3-4 Loads	US\$ 12,500.00
Tyler Equipment Assembly	US\$ 34,500.00
Crane Fee's for Assembly, Bay Crane (as of 11/28/2022 Pricing)	US\$ 15,080.00

Total Pricing _____ **US\$1,244,380.00**

Delivery time

SENNEBOGEN LLC will supply the machine according to the scope of supply within 10-12 months provided that all technical questions are clarified prior to receipt of the written purchase order and receive of the down payment. This delivery time is subject to prior sale.

Payment terms

Twenty-five (25%) down payment with the purchase order and seventy-five (75%) with invoice of the machine (release for shipping) Note: all down payments are nonrefundable.

Warranty:

SENNEBOGEN LLC warrants this machine for a period of twelve (12) months or 2,000 hours of operation whichever occurs first according to the latest edition of the SENNEBOGEN LLC warranty manual. Further extended warranty packages are available on request.

Validity

The commercial conditions and technical specifications are valid for 30 days after date of quote.



MACHINE QUOTATION

Model: SENNEBOGEN 850 A-Special "E"
Customer: SIMS, USA
Date: Tuesday, November 29, 2022
Dealer: Tyler Equipment

Further terms

The commercial conditions are according to the SENNEBOGEN LLC general terms and conditions of sale. All applicable federal, state and local taxes are not included. Prices and delivery are subject to prior sale. In case of processing the machine purchase order or rental through SENNEBOGEN's local distributor, the distributor's general terms and conditions apply.

SENNEBOGEN LLC - TERMS AND CONDITIONS OF SALE

NOTICE: THIS SALES TRANSACTION AND ALL DOCUMENTS PERTAINING TO IT, INCLUDING, BUT NOT LIMITED TO, ANY OFFER, QUOTATION, PROPOSAL, ORDER CONFIRMATION/ACCEPTANCE, OR INVOICE (A "SALES DOCUMENT") IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS AND CONDITIONS STATED BELOW. IF ANY OF THESE TERMS CONFLICT WITH SENNEBOGEN LLC ("SELLER") SALES DOCUMENTS, THE SPECIFIC TERMS STATED IN SELLER'S SALES DOCUMENTS SHALL PREVAIL OVER THESE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY THE PURCHASER ARE OBJECTED TO BY, AND WILL NOT BE BINDING UPON SELLER. THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS SALES TRANSACTION UNLESS EXPLICITLY OBJECTED TO IN WRITING BY PURCHASER, WHICH WRITING MUST BE RECEIVED BY SELLER WITHIN FIVE (5) DAYS AFTER THE DATE OF THIS DOCUMENT.

THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THE SALE OF ANY SPARE PARTS SELLER SELLS TO PURCHASER WHICH ARE USED ON SELLER'S MACHINERY OR EQUIPMENT.

1. ACCEPTANCE

All orders received by SELLER for the machinery, equipment or spare parts set forth in this Sales Document ("Products") are subject to final acceptance or confirmation in writing by SELLER and no orders are binding upon SELLER until so accepted.

2. DELIVERIES

Unless otherwise specified on SELLER's Sales Document all deliveries are FOT USA East Coast Port for machines and attachments and FOT Charlotte, NC for spare parts. Partial deliveries of PRODUCTS are permissible. All delivery dates are SELLER's estimate only. All risk of loss to PRODUCTS shall pass to PURCHASER by SELLER upon delivery of the PRODUCTS to the carrier. Delivery is conditional on the timely receipt by SELLER of all documents necessary for the completion of the order, any down payment, and PURCHASER maintaining credit satisfactory to SELLER. SELLER will not be liable for any damages suffered by PURCHASER by reason of any delay in SELLER's performance or delivery of the PRODUCTS caused by PURCHASER failing to timely provide such documents or down payments or maintain satisfactory credit. If SELLER deems PURCHASER's credit unsatisfactory for any reason, SELLER may require the payment to SELLER of the purchase price of PRODUCTS, in full or in part, or the payment to SELLER of any outstanding amounts owed to SELLER. PURCHASER's sole remedy for delay in delivery is to grant SELLER a reasonable period of grace after a delay in delivery, and if SELLER does not deliver within the grace period, to rescind the contract. If PURCHASER gives such notice and SELLER does not deliver the PRODUCTS with the grace period, then SELLER may rescind the contract.

3. PRICES

All prices are quoted FOT USA East Coast Port for machines and attachments and FOT Charlotte, NC for spare parts. Prices stated in catalogs or price lists or in quotes older than thirty (30) days are subject to change by SELLER without notice to PURCHASER. Only those prices set forth in SELLER's Sales Documents will apply to the order. Unless otherwise specified on SELLER's Sales Documents, prices do not include any packing or handling charges, any sales, use or similar tax, or any duty levied by any government; and PURCHASER shall pay any such applicable charges, taxes, and duties. Upon the request of SELLER, PURCHASER shall provide SELLER with a tax exemption certificate acceptable to the appropriate taxing authorities.

4. TERMS OF PAYMENT

Unless otherwise specified on SELLER's Sales documents, payment terms are net thirty (30) day from the date of delivery. Any required down payment is non-refundable, but shall be applied to the purchase price. Extension of credit, if any, may be changed or withdrawn by SELLER at any time. Invoices not paid within thirty (30) days after their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance at the rate of one and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever rate is less. PURCHASER shall reimburse SELLER for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by PURCHASER to SELLER, and such collection costs shall also be subject to carrying charges. PURCHASER may not retain or set-off any amounts owed to SELLER in satisfaction of any claims asserted by PURCHASER against SELLER.

5. CLAIMS AND RETURN OF PRODUCTS

For certain sales of machinery and equipment, SELLER will provide PURCHASER its then current Delivery Acceptance Document. PURCHASER shall execute, no later than ten (10) days after receipt of the machinery or equipment, the Delivery Acceptance Document which shall constitute PURCHASER's irrevocable acceptance of the machinery and equipment as delivered. Except when a Delivery Acceptance Document has been executed by PURCHASER, immediately after PURCHASER's receipt of the PRODUCTS (and in no event later than ten (10) days after receipt), PURCHASER must give written notice to SELLER of any claim by PURCHASER based upon the condition, grade, or quantity of PRODUCTS; such notice must indicate the basis of the claim in detail. PURCHASER's failure to comply with this paragraph shall constitute irrevocable acceptance by PURCHASER of PRODUCTS as delivered and shall bind PURCHASER to pay to SELLER the full price of such PRODUCTS. PRODUCTS shall not be returned to SELLER without SELLER's prior written consent; and transportation charges for any authorized returns of PRODUCTS shall be pre-paid by PURCHASER.

6. CANCELLATION/CHANGES

PURCHASER may not cancel or change an order once placed with and accepted by SELLER except with the prior written consent of SELLER and upon terms that will indemnify SELLER against any loss. SELLER may correct mathematical or clerical errors. SELLER may make any technical changes to PRODUCTS as SELLER may deem necessary.

7. EXCUSABLE DELAYS

SELLER shall not be liable for delays or failure to perform due, directly or indirectly, to causes beyond SELLER's control, including the inability of SELLER's suppliers to deliver needed goods, services, or raw materials, acts of any governmental authority, wars, strikes or other labor disputes, fires, and natural calamities.

8. SELECTION AND APPLICATION

PURCHASER is solely responsible for proper selection and application of PRODUCTS. PURCHASER agrees that it will use and apply PRODUCTS only for their intended uses and according to specifications and limitations established by SELLER from time to time. PURCHASER shall indemnify and hold SELLER harmless from and against any and all damages, claims, or expenses (including reasonable attorneys' fees) arising out of or relating to abuse of PRODUCTS or use or application of PRODUCTS other than according to specifications and limitations established by SELLER from time to time.

9. LIMITED WARRANTY

9.1 MACHINERY AND EQUIPMENT

SELLER warrants that all PRODUCTS which are machinery and equipment shall be delivered in substantial conformance to the specifications published by it applicable to the particular PRODUCT sold. References to quality or patterns in SELLER's printed materials such as the processing instructions do not constitute warranties. SELLER will repair or, in its sole discretion, replace any PRODUCT which is a machine or equipment found by SELLER to be defective if such defect is reported to SELLER within ten (10) days after the earlier of (i) one year after the delivery date or (ii) 2000 hours of operation of the machinery or equipment. The Limited Warranty ends at that time. Dealers, distributors and sales representatives are not authorized to offer different or additional warranties or remedies, and descriptions, representations and other information or claims made by dealers, distributors or sales representatives are not binding on SELLER. This limited warranty does not cover damage or deterioration caused by normal wear and tear, use under circumstances exceeding specifications or limitations, abuse, unauthorized repair or alteration, lack of proper maintenance or damage caused by natural calamities.

9.2 SPARE PARTS

PRODUCTS which are parts furnished to replace defective parts on machinery or equipment still under SELLER's warranty shall be warranted to the same extent as the original machinery or equipment, but only for a period equal to the balance of the original period or three (3) months, whichever is longer. SELLER will repair or, in its sole discretion, replace any spare parts made and sold by it which it finds to be defective if such defect is reported to SELLER within ten (10) days after delivery to PURCHASER.

Parts not made by SELLER or a related party of SELLER, are sold AS IS, WITH ALL FAULTS, and in such cases SELLER shall, to the extent possible, assign to PURCHASER the original manufacturer's warranty.

THIS LIMITED WARRANTY IS PURCHASER'S EXCLUSIVE REMEDY. It shall not be deemed to have failed of its essential purpose so long as SELLER is willing and able to repair or replace defective PRODUCTS. This limited warranty shall terminate automatically if PURCHASER fails to make payments for the PRODUCTS covered herein. NO OTHER EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR OTHERWISE, SHALL APPLY TO PRODUCTS.

10. INSTALLATION; OPERATION SAFETY DEVICES

Unless this Sales Document expressly provides for SELLER to provide assistance to PURCHASER in connection with PURCHASER'S installation and setup of the PRODUCTS, PURCHASER shall install and setup all PRODUCTS without SELLER's assistance. In so doing, PURCHASER shall follow any instructions, recommendations, specifications and limitations given by SELLER with respect to installation and setup. PURCHASER shall follow any instructions, recommendations, specifications and limitations of SELLER with respect to the operation, maintenance, repair and servicing of PRODUCTS. PURCHASER shall not remove, modify, interfere or deactivate any safety device including guard and cut-off switches. PURCHASER assumes all risk of injury to persons and property arising out of or related to its failure to follow instructions, recommendations, specifications and limitations of SELLER, the removal, modification, interference or deactivation of safety devices on the PRODUCTS and all resulting problems with the operation of the PRODUCTS.

11. SERVICES

If this Sales Document expressly provides for SELLER to provide assistance to PURCHASER in connection with PURCHASER'S installation and set up of PRODUCTS or for other services related to PRODUCTS, SELLER's normal service rates and charges, including reimbursement for the travel, room, board and reasonable miscellaneous expenses of its service technicians shall apply. SELLER agrees to use the due diligence of a prudent businessman in performing such assistance and will re-perform at its expense any services reported to it within thirty (30) days after performance and found by SELLER to have been defective. Except as expressly provided herein, there are no warranties on SELLER's services.

12. LIMITATION AND EXCLUSION OF DAMAGES

IN NO EVENT SHALL SELLER'S LIABILITY TO PURCHASER EVER EXCEED THE PURCHASE PRICE OF A PRODUCT. SELLER SHALL NOT BE LIABLE TO PURCHASER FOR INJURIES, LOSSES, OR DAMAGES RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PURCHASER. SELLER SHALL NOT BE LIABLE TO PURCHASER, IN ANY EVENT, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, WHETHER ARISING FROM THE SALE OF PRODUCTS, THE INSTALLATION AND/OR SETUP OF ANY PRODUCTS, ANY DEFECT IN PRODUCTS OR SERVICES, ANY USE OR INABILITY TO USE PRODUCTS, OR OTHERWISE.

13. PROPRIETARY INFORMATION

SELLER retains ownership of all intellectual property rights, including, without limitation, patents, trademarks, trade names, trade secrets, and copyrights applicable to the PRODUCTS, and to all models, documents, and electronic files prepared or delivered by SELLER in connection with the sale of the PRODUCTS ("Proprietary Information"). PURCHASER shall not copy for any purpose or disclose to any other person any Proprietary Information without SELLER's prior written consent.

14. INDEMNITY

PURCHASER shall hold SELLER harmless against any claim, liability and damage and at PURCHASER's expense defend any suit or proceeding, brought against SELLER based on, arising out of or relating to an allegation that any designs, drawings, specifications provided by PURCHASER to SELLER or any PRODUCTS resulting therefrom, or any part thereof, or the application or use of PRODUCTS resulting therefrom, constitute an infringement of any patent or copyright or misappropriation or misuse of any trade secret.

PURCHASER shall hold SELLER harmless against any claim, liability and damage and at PURCHASER's expense defend any suit or proceeding, brought against SELLER based on any personal injury or property damage arising out of PURCHASER's failure to follow any of SELLER's instructions, recommendations, specifications or limitations with respect to installation, set up, operation, repair, maintenance and servicing of PRODUCTS or from PURCHASER's removal, modification, interference or deactivation of any safety device.

All warranty obligations for products or goods sold by PURCHASER are the exclusive obligation of PURCHASER.

15. SECURITY AGREEMENT

PURCHASER hereby grants to SELLER a continuing purchase money security interest in PRODUCTS and to the proceeds thereof to secure the purchase price and any other amounts owed under this Sales Document. PURCHASER shall execute and deliver any financing statements and other documents that SELLER may reasonably require for the perfection of the security interest hereby granted to SELLER by PURCHASER, and PURCHASER authorizes SELLER to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of such security interest. PURCHASER shall maintain adequate insurance against casualty, loss, fire, or theft of PRODUCTS for so long as the security interest is in effect.

16. ASSIGNMENT

PURCHASER may not assign its rights or obligations hereunder without the prior written consent of SELLER and any purported assignment by PURCHASER without the consent of SELLER shall be of no effect.



MACHINE QUOTATION

Model: _____ SENNEBOGEN 850 A-Special "E"
Customer: _____ SIMS, USA
Date: _____ Tuesday, November 29, 2022
Dealer: _____ Tyler Equipment

17. LIMITATIONS.

Any action by PURCHASER under this Sales Document or relating to PRODUCTS must be commenced within one (1) year after such cause of action has accrued.

18. CHOICE OF LAW, FORUM, VENUE, AND CONSENT TO JURISDICTION.

Any dispute or claim relating to PRODUCTS shall in all respects be governed by and construed according to the laws of the State of North Carolina, excluding its conflict of law principles. Except with respect to an action instituted by SELLER for equitable relief or an action by SELLER to join or implead PURCHASER, PURCHASER and SELLER agree that the General Courts of Justice of the State of North Carolina, and the United States District Courts situated in Charlotte, North Carolina, shall constitute the exclusive forum(s) for the adjudication of any and all disputes or controversies arising out of or relating to this Sales Document or to PRODUCTS. PURCHASER consents to the exercise of jurisdiction over it by such courts with respect to any dispute or controversy.

19. CONSTRUCTION OF AGREEMENT.

These terms and conditions of sale may not be amended, modified, or supplemented except by written agreement executed by PURCHASER and SELLER. The provisions of this Sales Document are intended to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. These terms and conditions of sale, together with the other Sales Documents, constitute the entire agreement between PURCHASER and SELLER with regard to the sale or transfer of PRODUCTS, and supersede all prior oral or written statements of any kind made by the parties.



P.O. Box 412
 Colchester, VT 05446
Managing Member: Mike Copeland
 JTFHOLDINGSLLC@YAHOO.COM
Phone: (203) 606-3364
Fax: (802) 448-3268

Proposal

Proposal Number: P918

Invoice Date: 11/23/2022

Bill To: Sims Metal Management
 Northeast Division East
 1 Linden Avenue
 Jersey City, NJ 07305

Re: Bixon Facility West Haven
 808 Washington Ave
 New Haven, CT 06519

Proposed Job No	Customer Job No	Customer PO	Customer Phone
BIXON			(203) 777-2591

Date	Description	Unit Type	Quantity	Unit Price	Total
	Quote to install new electrical trench from shear power building to new proposed crane. Excavate and pour new pedestal mount for proposed crane per spec. Infill electrical trench with concrete	LS	1.00	70,000.00	70,000.00

Subtotal: 70,000.00
 Sales Tax: 4,445.00
Total Amount Due: 74,445.00

Accepted by (Signature)

Date

Print Name

Signature represents acceptance of all Terms and Payments listed above.

ATTACHMENT D-3

VENDOR ESTIMATE FOR STAMFORD LINEN

Sales Agreement

Tri-State Kenworth



Tri-State Kenworth
an Aviant Company
888.853.6967

1 Depot Hill Road
Enfield, CT 06082

Sales Person: Boudreau, Rick

Call 860.883.2485

Purchaser's Name: STAMFORD UNIFORM AND LINEN		Date: 2022-Nov-28
Purchaser's Addr: PO BOX 1052		Mobile Phone: 203.391.8529
City, State Zip: STAMFORD, CT 06904		Work Phone: 203.391.8529
Contact: McDONALD, PAUL	Email: PAUL@STAMFORDLINEN.COM	
VEHICLE BEING PUCHASED		Cash Delivered Price Of Vehicle: \$ 339,159.59
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	Additional Equipment (Options)	Price
Vin No: Qte-1359	Due to the unprecedented issues with costs and supply chain delivery, this order is subject to an adjustment equal to any surcharge(s) Kenworth applies to the order prior to delivery.	\$ 0.00
Year: 2024		
Deal No: 0		
Stock No: Quote	Morgan 24' body	\$ 33,650.00
Delivery Dt:		
Make: KENWORTH		
Model: K270		
Miles: 0		
Eng Type: DANA TM4 ELEC MOTOR		
Body Type: CHASSIS		Price Accessories Page 2 \$ 0.00
Color: WHITE		Price Of Vehicle And Accessories \$ 372,809.59
If a new vehicle sale... The only warranties applying to this vehicle are those offered by the manufacture.		0.00% Federal Excise Tax \$ 0.00
		0.00% State Sales Tax \$ 0.00
IF USED VEHICLE CHECK APPROPRIATE BOX		Extended Warranty \$ 0.00
<input type="checkbox"/> AS IS: This vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. <input type="checkbox"/> The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of the order form.		Purchaser Will Register Vehicle \$ (Pur) 0.00
		Total Price Of One Unit \$ 372,809.59
		#Units 1 Total Price \$ 372,809.59
		For "AS IS" Sale Only: I understand that this vehicle is being sold "AS IS" with all faults and is not covered by any dealer warranty. I understand that the dealer is not required to make any repairs after I buy this vehicle. I will have to pay for any repairs this vehicle will need.(See #16 on Page 2)
		2022-Nov-28
		Date Signature

USED VEHICLE TRADE IN AND REQUIRED DEPOSIT DOWN			
Year	Vin	Used Trade-In Allowance	\$ 0.00
Make	Miles	Balance Owed On Trade-In	\$ 0.00
Model No Trade In On This Deal	Trim	Net Allowance On Used Trade-In	\$ 0.00
Body Type	Color	Dealer Discount Adjustment	\$ 0.00
Eng Type		Deposit Collected At Order Confirmation	
Balance Owed To:		NonRefundable On Custom Truck	\$ 5,000.00
Address:		Flat Dollar / PO	5,000.00

Contractual Disclosure Statement For Used Vehicle Only	Unpaid Balance Due On Delivery \$ 367,809.59
Information on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale.	
No LIABILITY INSURANCE INCLUDED UNLESS SPECIFICALLY INDICATED	
KENWORTH SALES COMPANY ("Seller") and purchaser referenced below ("Purchaser") agree as follows:	
<p>1. Obligation to Accept Delivery. In consideration of the purchase price set forth herein, Seller will deliver possession of the vehicle(s) identified in the Vehicle Summary of Specifications ("the Trucks") to Purchaser. The Trucks will be delivered to Purchaser at Seller's business address. If Purchaser requests a different destination for delivery, Purchaser shall pay a reasonable charge for such delivery. Risk of loss will pass from Seller to Purchaser at the point of delivery.</p> <p>2. Purchase Price. The Sales Price listed is based on the manufacturer's price to Seller as of the date this Agreement is signed by Purchaser. Purchaser will bear any manufacturer's increase in cost for the Trucks imposed subsequent to the execution of this agreement, and will accept delivery as tendered.</p>	
TERMS OF AGREEMENT ITEMS 3 - 20 LISTED ON FINAL 2 PAGES	
Accepted: _____	_____
Date (Purchaser's Signature)	Date (Tri-State Kenworth, INC. Seller)

Sales Agreement

Tri-State Kenworth



Tri-State Kenworth
an Aviant Company
888.853.6967

1 Depot Hill Road
Enfield, CT 06082

Sales Person: Boudreau, Rick

Call 860.883.2485

Purchaser's Name: STAMFORD UNIFORM AND LINEN		Date: 2022-Nov-28		
Purchaser's Addr: PO BOX 1052		Mobile Phone: 203.391.8529		
City, State Zip: STAMFORD, CT 06904		Work Phone: 203.348.6964		
Contact: McDONALD, PAUL	Email: PAUL@STAMFORDLINEN.COM			
VEHICLE BEING PUCHASED		Cash Delivered Price Of Vehicle: \$ 323,960.03		
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	Additional Equipment (Options)	Price		
Vin No: 3BKJHL6X0PF583223	Due to the unprecedented issues with costs and supply chain delivery, this order is subject to an adjustment equal to any surcharge(s) Kenworth applies to the order prior to delivery.	\$ 0.00		
Year: 2023				
Deal No: 0				
Stock No: 7505-0	Morgan 24' body with lift gate	\$ 33,650.00		
Delivery Dt: 2022-Dec-15				
Make: KENWORTH				
Model: K270				
Miles: 0				
Eng Type: ELECTRIC				
Body Type: DRY VAN		Price Accessories Page 2 \$ 0.00		
Color: WHITE		Price Of Vehicle And Accessories \$ 357,610.03		
If a new vehicle sale... The only warranties applying to this vehicle are those offered by the manufacture.		0.00% Federal Excise Tax \$ 0.00		
		0.00% State Sales Tax \$ 0.00		
IF USED VEHICLE CHECK APPROPRIATE BOX		Extended Warranty \$ 0.00		
<input type="checkbox"/> AS IS: This vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. <input type="checkbox"/> The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of the order form.		Purchaser Will Register Vehicle \$ (Pur) 0.00		
		Total Price Of One Unit \$ 357,610.03		
		<table border="1"> <tr> <td>#Units</td> <td>1</td> <td>Total Price</td> <td>\$ 357,610.03</td> </tr> </table>	#Units	1
#Units	1	Total Price	\$ 357,610.03	
		For "AS IS" Sale Only: I understand that this vehicle is being sold "AS IS" with all faults and is not covered by any dealer warranty. I understand that the dealer is not required to make any repairs after I buy this vehicle. I will have to pay for any repairs this vehicle will need.(See #16 on Page 2)		
		2022-Nov-28		
		Date Signature		

USED VEHICLE TRADE IN AND REQUIRED DEPOSIT DOWN			
Year	Vin	Used Trade-In Allowance	\$ 0.00
Make	Miles	Balance Owed On Trade-In	\$ 0.00
Model No Trade In On This Deal	Trim	Net Allowance On Used Trade-In	\$ 0.00
Body Type	Color	Dealer Discount Adjustment	\$ 0.00
Eng Type		Deposit Collected At Order Confirmation	
Balance Owed To:		NonRefundable On Custom Truck	\$ 2,500.00
Address:		Flat Dollar / PO	2,500.00

Contractual Disclosure Statement For Used Vehicle Only	Unpaid Balance Due On Delivery \$ 355,110.03
Information on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale.	
No LIABILITY INSURANCE INCLUDED UNLESS SPECIFICALLY INDICATED	
KENWORTH SALES COMPANY ("Seller") and purchaser referenced below ("Purchaser") agree as follows:	
<p>1. Obligation to Accept Delivery. In consideration of the purchase price set forth herein, Seller will deliver possession of the vehicle(s) identified in the Vehicle Summary of Specifications ("the Trucks") to Purchaser. The Trucks will be delivered to Purchaser at Seller's business address. If Purchaser requests a different destination for delivery, Purchaser shall pay a reasonable charge for such delivery. Risk of loss will pass from Seller to Purchaser at the point of delivery.</p> <p>2. Purchase Price. The Sales Price listed is based on the manufacturer's price to Seller as of the date this Agreement is signed by Purchaser. Purchaser will bear any manufacturer's increase in cost for the Trucks imposed subsequent to the execution of this agreement, and will accept delivery as tendered.</p>	
TERMS OF AGREEMENT ITEMS 3 - 20 LISTED ON FINAL 2 PAGES	
Accepted: _____	_____
Date (Purchaser's Signature)	Date (Tri-State Kenworth, INC. Seller)



GABRIELLI
KENWORTH OF CT, LLC
DBA TRI-STATE KENWORTH

Please Remit Payment To:
PO BOX 358137
PITTSBURGH, PA 15251-5137

860-627-8030
1 DEPOT HILL ROAD

gabriellitruck.com
ENFIELD, CT 06460



RETURNS: ABSOLUTELY NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS. OTHER RETURNS FOR CREDIT MUST BE ACCOMPANIED BY THIS INVOICE IN THEIR ORIGINAL PACKAGING AND ARE SUBJECT TO A 20% HANDLING CHARGE. NO RETURNS WILL BE ACCEPTED AFTER 10 DAYS ON EITHER PARTS OR CORES. SHORTAGES MUST BE REPORTED WITHIN 48 HOURS.

DATE ENTERED 11 NOV 22	YOUR ORDER NO.	DATE SHIPPED 29 NOV 22	INVOICE DATE	INVOICE NUMBER Q17707
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**** I N V O I C E Q U O T E - DO NOT PAY ****

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ACCOUNT NO. E13629
STAMFORD UNIFORM LINEN TOWEL
AND NAPKIN LLC
141 COVE ROAD
STAMFORD, CT 06902
(203) 348-6964

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PAGE 1 OF 1
STAMFORD UNIFORM LINEN T 11:00
141 COVE ROAD
STAMFORD, CT 06902

SHIP VIA	SLSM. C10	B/L NO.	TERMS CENPOS	F.O.B. POINT ENFIELD, CT
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QTY	SHIP	QTY	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	CM120-1-002	CHARGEMAX 120	4033.89	4033.89	74,033.89
**** I N V O I C E Q U O T E - DO NOT PAY ****							

*Thank You~
We
Appreciate
Your
Business!*

*** THANK YOU FOR YOUR PATRONAGE ***
ACH PAYMENTS NOW ACTIVE ON AR PORTAL
** NO CASH REFUNDS **

PARTS	74,033.89
SUBLET	0.00
FREIGHT	0.00
SALES TAX	4,701.15
TOTAL	\$78,735.04

CUSTOMER'S SIGNATURE
X

AS IS THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

LONGO ELECTRIC, INC.

111 BRUCE AVENUE
STRATFORD, CT 06615
(203) 377-5526
(203) 377-5269 FAX
longoelec@optonline.net

11/22/2022

Stamford Uniform
Helen Street
Bridgeport, CT 06610

RE: Electric Vehicle Charger

Install (1) 200 amp 480 volt circuit from main electrical service area to outside by loading dock.

Install 2 ½" conduit approximately 150' to charger location.

Install 200 amp 480 volt W/P disconnect on outside wall for charger.

Install wiring to charger.

\$12,000.00 + Tax

John Longo
Longo Electric, Inc.

ATTACHMENT D-4

VENDOR ESTIMATE FOR GATEWAY TERMINAL

Preliminary Quote



5710 NW 41st Street
 Riverside, MO
 USA, 64150
 Phone: 866-688-5223
 sales@orangeev.com

Preliminary Quote No. GT-SA-EDEC
Date: 11/30/2022
Contact Name: James Brackett
Phone: 203-654-1373
Email: james.brackett@gatewayt.com

Bill To	
Name	Gateway Terminal
Address	200 State Pier Rd. New London, CT 06320
Attn	James Brackett

Ship To	
Name	Gateway Terminal
Address	200 State Pier Rd. New London, CT 06320
Attn	James Brackett

Value-added options included in Orange EV base pricing: Standard OEV Warranty, Fleet Information Management System, Digital Truck System (DTS), Forced Air Heating, Tire Pressure Monitoring System, Rear Door Rock Guard (black), Fire Extinguisher, Electric Air Horn, Wiper Switch (intermittent, with wash)

Description	Qty	U/M	Price Each	Amount
e-TRIEVER® Terminal Truck	1	ea	264,950.00	264,950.00
180kWh Battery Pack	1	ea	43,000.00	43,000.00
Standard Charging	1	ea	0.00	0.00
116" WB Frame - Standard Tail	1	ea	0.00	0.00
Enhanced Mirror Package	1	ea	0.00	0.00
Axle - Standard Torque (25 MPH top speed)	1	ea	0.00	0.00
Air Conditioning (rooftop mounted unit)	1	ea	9,200.00	9,200.00
Cab - Non-metallic color	1	ea	0.00	0.00
Decking and Grabhandles - Orange, Safety Yellow, or Black	1	ea	0.00	0.00
Frame - Color	1	ea	0.00	0.00
Frame - Galvanized Frame (full dip)	1	ea	3,290.00	3,290.00
Heating - Cold weather pkg (winter-grade hydraulic fluid, heated seat)	1	ea	530.00	530.00
Seat Belt - 3 point	1	ea	150.00	150.00
Trailer - Trailer Safety Stops	1	ea	670.00	670.00
Configurable Charge Cabinet				
480v Enhanced Charge Cabinet (22kW)	1	ea	9,500.00	9,500.00
Estimated Shipping Costs: FOB from Riverside, MO	1		3,000.00	3,000.00
			Subtotal	\$ 334,290.00
Estimated Taxes: Based on a total tax rate of 6.350%				\$ 21,227.42
Terms: See Orange EV Purchase Terms and Conditions			TOTAL	\$ 355,517.42

Quote good for 30 days, after which price & terms may change.
 Following detailed spec review (DSR), updated quote/invoice will be provided.

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

ATTACHMENT D-5

VENDOR ESTIMATE FOR O&G INDUSTRIES



S-Series
BACKED BY McNEILUS

May 03, 2023

Attn: Jim Zambero
O & G Industries Inc
900 S Main St
Torrington, CT 06790
USA

Thank you for the opportunity to quote Oshkosh Commercial products for O & G Industries Inc. I am pleased to submit for your approval the following proposal for (2) S-2305 S-Series Front Discharge Mixer(s) . In this quote, you will find:

- Quotation
- Full Specifications
- Finance Information
- Terms and Conditions

To place an order in response to this quotation, or if you have any questions, please contact me. I look forward to hearing from you.

Sincerely,

Ryan Horvay
Regional Sales Manager
(P) 484-955-5850
(F)
rhorvay@mcneilusco.com

OSHKOSH CORPORATION

2307 OREGON STREET | POST OFFICE BOX 2566 | OSHKOSH, WISCONSIN 54903-2566 | 484-955-5850



S-Series
BACKED BY McNEILUS

Quote Number: CPQ-11066
Revision: 3
Model: S-Series Mixer
Created: 05/03/2023
Valid Until: 06/03/2023

BUYER

O & G Industries Inc
Attn: Jim Zambero
900 S Main St
Torrington, CT 06790
USA

BILL TO

O & G Industries Inc
Attn: Jim Zambero
900 S Main St
Torrington, CT 06790
USA

FINAL USER

(Delivery Location)
O & G Industries Inc
900 S Main St
Torrington, CT 06790
USA

PRICING QUOTATION

Total Configured Price		\$296,241
FET		\$19,599
Extended Warranties		\$3,810
Sales Tax		Not Included
Total Unit Price		\$319,650
Freight		\$4,108
Quantity		5
Total		\$1,618,790
Required Downpayment		\$161,879



- **Payment Terms:** Ten percent (10%) down-payment, balance due upon delivery. Net Due On Pickup/Delivery
- **Quotation Currency:** All prices are in USD
- **Delivery Terms:** FOB Destination, Freight Prepaid and Added. The Seller pays the freight charges but bills them to the Buyer.

ACCEPTANCE

This quotation is valid until 06/03/2023 . Any order is contingent upon acceptance by Seller. By signing and returning this document, you are indicating that you have read and approved the above pricing. Please return this signed quotation and down payment to your Seller representative, or to Kristina Nigl-Klabunde, Product Specialist, Oshkosh Corporation. If you have any questions, please feel free to contact us.

This quote may be subject to the imposition of a surcharge based on the price increases on materials. Oshkosh will provide clarity on applicable surcharge as soon as practicable.

Authorized Signature

Date

OSHKOSH CORPORATION

1917 FOUR-WHEEL DRIVE | POST OFFICE BOX 2566 | OSHKOSH, WISCONSIN 54902-2566 | 484-955-5850



S-Series
BACKED BY McNEILUS

Quote Number: CPQ-11066
Revision: 3
Model: S-Series Mixer
Created: 05/03/2023
Valid Until: 06/03/2023

Base Configuration	
Model Year	2023
State of Operation	Connecticut
Vehicle Model	S-2305 FBTTTC
Model Body	Primary Model Body Price
Model Chassis	Primary Model Chassis Price
Wheel Base	230" Wheel Base

Axle, Front	
Front Axle	23k Oshkosh HRPA Disc Brake
Front Axle Ratio	4.86 Ratio
Locking Front Differential	Not Equipped
Front Shock Absorber	Front Shock Absorbers

Axles, Rear	
Rear Axle	Dana D46-170
Rear Axle Ratio	4.78 Ratio
Tandem Wheels	Duals
Tandem Suspension	Hendrickson Primaax
Jobsite Rating	Heavy Duty 52K On Road, 64K Job Site
Tandem Brakes	Bendix ADB22X Disc Brakes

Axle(s), Auxiliary	
Auxiliary Axle(s)	13,500 lb Rated Steerable Axle
Aux Axle Type	Watson Alumilite
Pusher Axle Qty	One (1) Pusher Axle
Tag Axle Qty	One (1) Tag Axle
Aux Axle Controls	External Auxiliary Regulator Controls
Aux Axle Steering Lockout	Aux Axle Steering Lock for Pusher and Tag Axles
Load Span Tag Axle	Not Equipped

Wheels and Tires	
-------------------------	--

OSHKOSH CORPORATION

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S-Series
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Front Axle Tires		Goodyear 445/65R22.5 G278MSD; Heavy Duty; Qty 2
Rear Axle Tires		Goodyear 11R24.5 Armor Max MSD; Heavy Duty; Qty 8
Pusher Axle Tires		Goodyear 275/70R22.5 Endurance RSA; On Road; Qty 2 per axle
Tag Axle Tires		Goodyear 275/70R22.5 Endurance RSA; On Road; Qty 2
Load Span Tag Axle Tires		Not Equipped or Customer Supplied
Front Wheels		Aluminum 22.5 x 13.0 x 6.122 - Clean Buff
Rear Wheels		Aluminum 24.5 x 8.25 x 6.60 - Clean Buff
Pusher Wheels		Aluminum 22.5 X 8.25 X 6.60 - Clean Buff
Tag Wheels		Aluminum 22.5 X 8.25 X 6.60- Clean Buff
LSTA Wheels		Not Equipped
Wheel Nut Covers		Chrome Wheel Nut Covers, All Axles

Cab		
Cab Size		Aluminum Construction; Single Operator Arrangement
Cab HVAC		Cab Heat + Air-Conditioning
Cab Fan		Caged fan on LH overhead panel
Safety Equipment		2.5lb Fire Extinguisher and Triangle Kit
Accessory Power		Accessory Power Point, 12V w/USB Ports
Camera System		Roscoe Rear Vision Camera System
Seat		National High-back Driver Seat w/ Arm Rests
Steering Column		Tilting/Telescoping Steering Column
Mirrors		16x7 Heated Stainless Steel Mirrors with 8" Diameter Convex Spotter Mirrors

Chassis Selections		
Frame		Vertical RBM 6,306,020 in-lb, Lateral RBM 2,766,099 in-lb
Front Bumper		Impact and Chemical Resistant, Injection Molded DCPD
Fenders, Front		Aluminum Front Fender
Fenders, Rear		Aluminum Rear Fenders
Hood		Fiberglass Tilting Type Engine Enclosure with Rear Hatch
Grille		Bright Stainless Steel Grille
Lighting Package		LED Lighting, Work Lights and 360 Degree Strobe Light Package

OSHKOSH CORPORATION

1917 FOUR-WHEEL DRIVE | POST OFFICE BOX 2566 | OSHKOSH, WISCONSIN 54902-2566 | 484-955-5850



S-Series
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Created: 05/03/2023
Valid Until: 06/03/2023

Toolbox	Aluminum Tool Box, RH Front, Frame Mounted
Air Dryer	Wabco System Saver 1200 Air Dryer
Air Brakes	Wabco Anti-Lock Braking System
Batteries	Three (3) Prestolite Batteries
Battery Disconnect	Gigavac Battery Disconnect Switch at Battery Box
Auto Lube System	No Automatic Lubrication

Engine and Powertrain	
Engine	380 HP Cummins X12 with EPA 2021 or 2022 Emissions
Engine Brake	Engine Brake
Engine Heater	Kim-Glo Block Heater
Transmission	Allison HD4500 Deep Sump
Transmission Controls	Allison 6-button, Push
Transfer Case	Oshkosh Aluminum 2 Range 2.48:1 w/FR Declutch
Starter	Delco, 12V, 39MT, 3.9kW
Alternator	160A 12 V Prestolite
Fuel Tank Location	72 gal round aluminum, RH Fill, FR Mounted
DEF Tank	10 Gal. RH Fill
Exhaust Stack	Polished Stainless Steel

Mixer Package	
Drum Size	11.5 yd Drum: .210 (7/32) inch AR200 Shell; Long
Fins	.250 - .210 - .189 (1/4 - 7/32 - 3/16) inch AR200 graduated design
Weep Holes	Weep Holes in Fins
Drum Hatch	Two (2) Bolted Hatches
Drum Transmission	ZF P7300 Series
Platform	Platform with Fixed Railing

Mixer Equipment	
Main Chute	Power Chute w/Paver Hooks
Chute Extension	Steel Extensions, 14 Gauge
Chute Extension Qty	Two (2), 48" Chute Extensions
Chute Racks	Not Equipped

OSHKOSH CORPORATION

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Quote Number: CPQ-11066
 Revision: 3
 Model: S-Series Mixer
 Created: 05/03/2023
 Valid Until: 06/03/2023

Chute Rotation Pump		Chute Rotation Pump - High Flow
Extended LH Step		Not Equipped
Fender Chute Racks		Two (2) Fender Chute Racks, Right Side Mounted
Charge Hopper Mount		Swing Away Throat (SAT) Charge Hopper
Discharge Boot		Gum Rubber Boot
Paver Chute		Not Equipped

Mixer Controls		
Hydraulics Controls		Wired External Keypad
Joystick		Electronic Joystick with F/N/R

Water Tank		
Water Tank Package		M200, Dual Fill, Un-pressurized, .25" wall Alum. Cylindrical Water Tank (185 gallons usable)
Water Meter		Electronic Water Meter
Water Injection		Electronic Water-Add Valve
Water Injection Manifold		Heated Water Manifold
Cold Weather Package		Cold Weather Package Equipped



S-Series
BACKED BY McNEILUS

Quote Number: CPQ-11066
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Model: S-Series Mixer
Created: 05/03/2023
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Additional Truck Options	
Telematics	ClearSky Telematics; 1 year subscription
# of Cab Colors	1 Color
Cab Color Complexity	Whites, Greys, Black
# of Drum Colors	1 Color
Drum Color Complexity	Whites, Greys, Black
# of Hood Colors	1 Color
Hood Color Complexity	Whites, Greys, Black
# of Bumper Colors	1 Color
Bumper Color Complexity	Whites, Greys, Black
# of Fender Colors	1 Color
Fender Color Complexity	Whites, Greys, Black
Rust Proofing	Rust Protection
Clear Coat	Clear Coat

SPECIAL FEATURES & OPTIONS

OSHKOSH CORPORATION

1917 FOUR-WHEEL DRIVE | POST OFFICE BOX 2566 | OSHKOSH, WISCONSIN 54902-2566 | 484-955-5850



Quote Number: CPQ-11066
Revision: 3
Model: S-Series Mixer
Created: 05/03/2023
Valid Until: 06/03/2023

STANDARD WARRANTIES

ONE-YEAR CONDITIONAL WARRANTY:
On the chassis and Mixer Unit and components installed by Oshkosh Corporation on original factory equipment that fails due to defects in material or workmanship.

ONE-YEAR CONDITIONAL WARRANTY:
On paint applied by Oshkosh on original factory equipment.

TWO-YEAR CONDITIONAL WARRANTY:
On Allison transmission (directly through Allison)

TWO-YEAR CONDITIONAL WARRANTY:
On Cummins X12 engine (directly through Cummins)

EXTENDED WARRANTIES

5 YEAR EXTENDED WARRANTY:
Allison 5 Year Extended Warranty - Transmission

5 YEAR EXTENDED WARRANTY:
Cummins Engine. 5 Year/200,000 Miles:
Protection Plan 1 HT1 Aftertreatment AT3

**ADDITIONAL COST OPTIONS
(not included in quoted price)**

ADDITIONAL NOTES

OSHKOSH CORPORATION

1917 FOUR-WHEEL DRIVE | POST OFFICE BOX 2566 | OSHKOSH, WISCONSIN 54902-2566 | 484-955-5850



S-Series
BACKED BY MCNEILUS

Quote Number: CPQ-11066
Revision: 3
Model: S-Series Mixer
Created: 05/03/2023
Valid Until: 06/03/2023

February 23, 2023

O & G Industries Inc
900 S Main St
Torrington, CT 06790
USA

At McNeilus, we want to make it easier for you to get the equipment you need to keep your operations running smoothly. We offer robust loan and lease financing to purchase our industry-leading products. Please review the following options at your convenience.

	Equipment Cost	Term	Down Payment	Payment Amount	# of	Total Payments
Loan	\$1,618,790	60	\$80,940	\$29,021	60	\$1,822,200
	\$1,618,790	60	\$161,879	\$28,507	60	\$1,872,299
	\$1,618,790	72	\$80,940	\$25,014	72	\$1,881,948
	\$1,618,790	72	\$161,879	\$24,492	72	\$1,925,303

	Equipment Cost	Term	Advance Rents	Payment Amount	# of	Residual %	Residual Amount	Total Payments
Lease	\$1,618,790	60	\$53,614	\$26,807	60	20	\$323,758	\$1,932,178

Rates are based on the current month's delivery and subject to change due to factors outside our control. Subject to credit approval and \$400 documentation fee. We appreciate your business and the opportunity to assist you. If you have any questions or would like to explore other options that might be available, please contact us.

Sincerely,

Ryan Horvay
(P) 484-955-5850
(F)
rhorvay@mcneilusco.com

OSHKOSH CORPORATION

1917 FOUR-WHEEL DRIVE | POST OFFICE BOX 2566 | OSHKOSH, WISCONSIN 54902-2566 | 484-955-5850



S-Series
BACKED BY McNEILUS

Quote Number: CPQ-11066
Revision: 3
Model: S-Series Mixer
Created: 05/03/2023
Valid Until: 06/03/2023

Terms and Conditions of Sale Including Limitations of Warranty

Order Placement. All goods and services furnished by McNEILUS FINANCIAL, INC. d/b/a McNEILUS TRUCK AND MANUFACTURING ("McNeilus") are governed by these Terms and Conditions of Sale. Placement of order by Buyer shall be in accordance with McNeilus' then current procedure. Acceptance by McNeilus of Buyer's order is expressly conditioned upon Buyer's acceptance of these Terms and Conditions, including those on the face of the order acceptance, and any provisions of Buyer's order or other communication in conflict with these Terms and Conditions are expressly rejected. Stenographic and clerical errors are subject to correction. No additions or modifications shall be valid unless confirmed in writing by McNeilus. McNeilus may supplement or alter these Terms and Conditions of Sale, issue product and/or sale policy announcements, or the like, but no such publication shall supersede any of these Terms and Conditions of Sale. McNeilus IS NOT BOUND TO FURNISH ITS GOODS OR SERVICES EXCEPT IN ACCORDANCE WITH THE TERMS OF ITS ORDER ACCEPTANCE FORM.

Cancellation. Buyer may cancel the order, in whole or in part, by written notice any time, provided the Buyer pays: a) the cost, including installation and removal costs, of any equipment purchased by McNeilus prior to cancellation for the purpose of filling Buyer's order and not usable by McNeilus for making other goods it then manufactures; b) the quoted price for all goods finished and ready to ship; and c) other reasonable costs (including but not limited to the cost of raw materials and goods still in the process of manufacture but unfinished at the time of cancellation) which McNeilus may have incurred in the performance of the order. Notice of cancellation is not effective until received by McNeilus at its corporate address (P.O. Box 70, 524 E. Highway St, Dodge Center, MN 55927 U.S.A., Attn: Corporate Secretary). If Buyer elects to cancel the order in part, McNeilus may, at its option, within a reasonable time thereafter, cancel the entire order by written notice. If Buyer elects, upon payment of costs of equipment, quoted prices of goods finished and ready to ship and/or costs of raw materials, it may take delivery of the same as provided below.

Price/Delivery. Unless otherwise provided by our quotation or agreed by us in writing, price and delivery terms shall be on FOBShipping Point (Incoterms 2010) basis. All applicable taxes shall be for the account of Buyer. Unless otherwise agreed in writing, we will select the route and manner of shipment, reserve the right to make delivery in installments when necessary, to invoice each installment separately and to expect payment for each installment within our selling terms. All risk of loss shall pass to the Buyer at the point and time of delivery set forth in this paragraph. Prices for goods shall be those in effect on the date of invoice unless otherwise provided by our quotation or agreed to in writing by McNeilus. If McNeilus shall fail to make delivery, or Buyer to accept delivery, according to the agreed upon delivery schedule, the other party may cancel the then remaining balance of the order unless the delay is an excusable delay. Prices are good for only quantities indicated. If shipment or any other act or condition affecting payment for the goods or any part of them shall be delayed on account of Buyer, payment shall be due as if shipment had been made. A reasonable storage charge may be made and such storage shall be at the risk of Buyer.

Payment/Credit/Security. All payments shall be made in U.S. dollars. Payment shall be due upon delivery or as otherwise provided by our quotation, order acceptance, invoice or other writing. We reserve and by its order Buyer grants a security interest in all goods wherever located until payment has been received, and Buyer will promptly execute and deliver documents provided by McNeilus to perfect such security interest. All orders received are subject to credit approval. Buyer agrees to submit to McNeilus those items reasonably requested in order to establish Buyer's credit. McNeilus shall be entitled to charge interest for payments made not in accordance with the stated or agreed upon terms of payment at the stated rate or the highest rate permitted by law, whichever is lower. Whenever McNeilus in good faith deems itself insecure, it may: cancel any outstanding orders with Buyer and/or hold production/shipment of any unfilled orders; modify or revoke its extension of credit to Buyer; reduce any unpaid debt by enforcing its security interest (and proceeds therefrom); and take any other steps permitted by law and necessary or desirable to secure McNeilus with respect to Buyer's payment of goods and services furnished or to be furnished. Buyer will pay McNeilus actual costs of collection incurred, including reasonable attorney's fees if McNeilus is required to commence any suit or proceeding for collection of any delinquency. Certificates of Origin for a Vehicle shall be released to Buyer only upon receipt of payment in full by McNeilus unless otherwise agreed upon in writing. Buyer shall permit McNeilus at any reasonable time to make audits of its collateral, including records of shipments, sales and payment. McNeilus may demand immediate payment for trucks, chassis or parts shipped from Buyer's location for which payment has not been received in accordance with agreed payment terms. Buyer shall have no right of offset against amounts owed to McNeilus.

OSHKOSH CORPORATION

1917 FOUR-WHEEL DRIVE | POST OFFICE BOX 2566 | OSHKOSH, WISCONSIN 54902-2566 | 484-955-5850



S-Series
BACKED BY McNEILUS

Quote Number: CPQ-11066
Revision: 3
Model: S-Series Mixer
Created: 05/03/2023
Valid Until: 06/03/2023

Acceptance: Goods furnished or services performed by McNeilus in all events will be deemed to have been accepted within thirty (30) days after receipt by Buyer, unless rightfully rejected within such period by written notice to McNeilus, by Certified Mail, Return Receipt requested, setting forth all of the defects upon which the rejection is claimed. Claims for factory damage or shortages shall not be considered unless made in writing within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and invoice numbers. Claims for damage or shortage in transit must be filed by Buyer against carrier unless shipping costs are prepaid. Defective goods shall be held for McNeilus' inspection or disposition.

Limited Warranty Disclaimer: McNeilus warrants that all new and unused goods furnished by McNeilus are free from defect in workmanship and material as of the time and place of delivery by McNeilus in accordance with its Standard Limited Warranty in effect at the date of contract formation. Our obligation under this Limited Warranty is subject to the following qualifications: a) McNeilus or its authorized Dealer shall have been notified of such claimed defect within thirty (30) days of its discovery or such later date as is specified in the Standard Limited Warranty; b) the vehicle shall have been subject only to proper use normal for similar vehicles; and c) it shall have been regularly maintained and serviced in accordance with the Manufacturer's Service Manual. No defective part may be returned to the factory without our prior written consent, or that of our authorized representative. Any return must be with transportation prepaid, which may be refunded at the discretion of McNeilus. The Standard Limited Warranty for the goods is incorporated herein by reference. It is the exclusive warranty given by McNeilus. MCNEILUS HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, notwithstanding any knowledge of McNeilus regarding the use or uses intended to be made of goods, proposed changes or additions to goods, or any assistance or suggestions that may have been made by McNeilus personnel.

Buyer's Remedies. At its option, McNeilus will repair or replace nonconforming goods, or allow a credit for the replacement price of parts.

Exclusions of Incidental and Consequential Damages. In no event shall McNeilus be liable for any incidental, special, indirect or consequential damages, whether resulting from nondelivery or from McNeilus' own negligence or other tort. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

Excusable Delay. McNeilus shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond our control and not occasioned by our fault or negligence and which make our performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work provided such cause is beyond our reasonable control.

Indemnification. Buyer shall indemnify and hold McNeilus harmless from any and all damages or injury of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Buyer's sale, installation or use of goods sold or supplied by McNeilus and not caused by the negligence of McNeilus, its employees or agents, or arising out of defects in any such goods.

No Waiver. The failure of McNeilus upon knowledge of any default or violation by Buyer of any of the Terms and Conditions of this agreement to enforce its rights or remedies shall not be construed as a waiver of such default or violation, or of any provision hereof, or of any of its rights or remedies.

OSHKOSH CORPORATION

1917 FOUR-WHEEL DRIVE | POST OFFICE BOX 2566 | OSHKOSH, WISCONSIN 54902-2566 | 484-955-5850



S-Series™
BACKED BY McNEILUS

Quote Number: CPQ-11066

Revision: 3

Model: S-Series Mixer

Created: 05/03/2023

Valid Until: 06/03/2023

Equal Opportunity Employment. We are an Equal Opportunity Employer and have an Affirmative Action Plan on file. We comply with Executive Order No. 11246 dated September 24, 1965 and The Federal Occupational Safety and Health Act of 1970 along with all subsequent amendments. We comply with all other applicable federal, state and local laws, regulations and ordinances and agree upon request to furnish Buyer a certificate to such effect in such form as is acceptable to both parties.

Entire Agreement and Governing Law. Except as otherwise agreed in writing, this constitutes the entire agreement between us, superseding all prior quotations and understandings, oral or written. Any questions concerning the validity, interpretation or effect of this Agreement are governed by the laws of the State of Wisconsin. The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods.

Export Laws. If applicable, performance is subject to U.S. export laws and regulations. Our failure to perform due to such laws and regulations shall not constitute a breach of this agreement.

OSHKOSH CORPORATION

1917 FOUR-WHEEL DRIVE | POST OFFICE BOX 2566 | OSHKOSH, WISCONSIN 54902-2566 | 484-955-5850

ATTACHMENT D-6

VENDOR ESTIMATE FOR CAPTAIN JOHN'S SPORT FISHING



Tri-State Marine LLC

11 Lucienne Way
Ledyard, CT 06339

Phone # 860-942-0142

Nathan@tristatemarinect.com

Estimate

Date	Estimate #
11/15/2022	113

Name / Address
Bob Sunbeam

Boat Make/Model	Boat Name	Terms
		Service

Item	Description	Qty	Rate	Total
Materials	CUMMINS-QSL9 450HP @ 2100 RPM Tier 3 Diesel Marine Engine HX Cooled Cummins C Command Connect Premier System 1 Station with ED4 Display panel Flywheel housing SAE#1 TPS Throttle Sensor Fuel filter Single Spin-on, [5 microns] Air cleaner Racor Harness with Wif Sensors 12v Alternator & Starter Gear oil cooler - With Press and Temp Sensors Cabin water heater valves Oil and Coolant not included	1	48,500.00	48,500.00T
Service Labor	Seatrial report fee \$1,000 Credit will be issue when approved	1	1,000.00	1,000.00
Materials	TWIN DISC-Accessories Installed MG-5085A Ratio TBD #1 Housing ,Coupling , Live PTO and Brackets	1	19,100.00	19,100.00T
Freight	Shipping And Handling	1	1,000.00	1,000.00
Materials	New S.S Propeller Shaft 12' x 2.25"	1	9,800.00	9,800.00T
Materials	New NiBral Propeller	1	8,000.00	8,000.00T

Please note this is just a rough estimate and is viable to change from unforeseen circumstances.

Subtotal

Sales Tax (6.35%)

Total

Signature



Tri-State Marine LLC

11 Lucienne Way
Ledyard, CT 06339

Phone # 860-942-0142

Nathan@tristatemarinect.com

Estimate

Date	Estimate #
11/15/2022	113

Name / Address
Bob Sunbeam

Boat Make/Model	Boat Name	Terms
		Service

Item	Description	Qty	Rate	Total
Materials	New Custom Steel Engine beds	2	1,200.00	2,400.00T
88-2526004	6" Corregated Wet/Exh. Hose	18	76.46778	1,376.42T
Exhaust Elbow	Custom Stainless Steel Exhaust Mixing Elbow	1	4,200.00	4,200.00T
34-FBV2500	Full Flow Seacock	1	567.46	567.46T
34-ARG2500S	2-1/2" Sea Strainer S.S Basket	1	840.00	840.00T
88-2522124	2-1/2" Corregated Wet/Exhaust	12	44.22	530.64T
Materials	R.E Thomas ISB-SA COMBO W/BEARING SHAFT SEAL	1	3,241.70	3,241.70T
88-3680126	Hose, Fuel Feed A1 1/2"	40	8.11225	324.49T
V891005	Valv 15W-40 HD Diesel Oil 5Gal	1.25	124.992	156.24T
258-550054449	Rotella T1 SAE30 GAL	2	24.69	49.38T
CC2825	ES Comp EG	10	24.61	246.10T
Materials	Racor 1000 Assembly	1	722.39	722.39T
390-13670	ABA #36 S.S Clamp	8	9.15	73.20T
88-7206000	6" T-Bolt Clamp	12	36.29	435.48T
Materials	Misc. Shop Materials	1	1,000.00	1,000.00

Please note this is just a rough estimate and is viable to change from unforeseen circumstances.	Subtotal	\$103,563.50
	Sales Tax (6.35%)	\$6,385.78
	Total	\$109,949.28

Signature _____



Tri-State Marine LLC

11 Lucienne Way
Ledyard, CT 06339

Phone # 860-942-0142

Nathan@tristatemarinect.com

Estimate

Date	Estimate #
11/17/2022	114

Name / Address
Bob Sunbeam

Item	Description	Qty	Rate	Total	Boat Make/Model	Boat Name	Terms
							Labor
Service Labor	Disconnect and prepare existing engine for removal.	8	130.00	1,040.00			
Service Labor	(2 Mechanics) Disassemble engine components to remove	16	130.00	2,080.00			
Service Labor	Cut bulkhead out for access needed for removal and install of new engine	6	130.00	780.00			
Materials	Crane rental for engine extraction	1	1,500.00	1,500.00			
Service Labor	(2 Mechanics) Remove engine out of boat	16	130.00	2,080.00			
Service Labor	Gut old engine harnesses, gauges, switches, lines and cable out	12	130.00	1,560.00			
Service Labor	Measure for new engine beds and remove old, Drop off to welder	8	130.00	1,040.00			
Service Labor	(2 Mechanics) Remove running gear including prop, shaft, coupler, shaft seal	16	130.00	2,080.00			
Service Labor	Steam clean bilge	7	130.00	910.00			
Service Labor	(2 Mechanics) Remove and replace seacock and sea strainer to bigger size	12	130.00	1,560.00			
Service Labor	Replace exhaust hose	12	130.00	1,560.00			
Service Labor	Build Jig, Mach up engine beds and engine placement, engine and transmission location and angle	12	130.00	1,560.00			
Service Labor	Mount new engine beds	8	130.00	1,040.00			
Service Labor	(2 Mechanics) Replace shaft seal assembly and cutlass bearing	16	130.00	2,080.00			

Please note this is just a rough estimate and is viable to change from unforeseen circumstances.

Subtotal

Sales Tax (6.35%)

Total

Signature



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Estimate

Date	Estimate #
11/17/2022	114

Name / Address
Bob Sunbeam

Boat Make/Model	Boat Name	Terms
		Labor

Item	Description	Qty	Rate	Total
Service Labor	Install new running gear	8	130.00	1,040.00
Service Labor	(2 Mechanics) Install New engine into boat	16	130.00	2,080.00
Service Labor	Crane rental	1	1,500.00	1,500.00
Service Labor	(2 Mechanics) Block up, Align engine to running gear, install coupling	16	130.00	2,080.00
Service Labor	Mach up exhaust elbow to get custom made	6	130.00	780.00
Service Labor	Install Exhaust elbow	5	130.00	650.00
Service Labor	Install intake and exhaust hoses	8	130.00	1,040.00
Service Labor	Run new engine harnesses. Install new engine display. Wire in new ignition switch and engine control switches.	16	130.00	2,080.00
Service Labor	Install new fuel lines from tanks to primary filter, to engine. Install new primary fuel filter.	16	130.00	2,080.00
Service Labor	Change engine battery system from 24v to 12v system and install cables.	12	130.00	1,560.00
Service Labor	Install throttle position sensor and throttle and shift cables	8	130.00	1,040.00
Service Labor	Fill engine and transmissions oils and fluids, prime fuel system	4	130.00	520.00
Service Labor	Initial Startup, display and control box programming	8	130.00	1,040.00
Service Labor	Sea trial	4	130.00	520.00
Travel	Travel expense for job	1	500.00	500.00

Please note this is just a rough estimate and is viable to change from unforeseen circumstances.	Subtotal	\$39,380.00
	Sales Tax (6.35%)	\$0.00
	Total	\$39,380.00

Signature _____

ATTACHMENT D-7

VENDOR ESTIMATE FOR SEA VIEW FISHERIES



SOUND MARINE SERVICE AND DIAGNOSTICS LLC.

Jake Pelloth – Owner/Operator

CONTACT

Address:
151 Andrew Ave, APT 280
Naugatuck, CT 06770

Phone:
203-231-1431

EMAIL:
Jakepelloth1987@gmail.com

1/13/22

Location – Safe Harbor, Stratford.

Vessel – F/V Merrick, 40' Novi Lobster Boat

Engine Make/Model – CAT 3304A

Customer – Ronald Pulley

Contact Number – (203)-258-0582

Email Address – acolonnello@globalp.com

This Estimate is Repower F/V Merrick's Main Engine

This estimate does not include any transmission work that may be required.

Engine- Modern Upgraded 3304 Or Mordern Emission Compliant Equivalent – Approximately \$35,000-\$45,000

Labor – To Demo out the old engine and retrofit in a new engine. - \$10,000.00

Total Estimated Costs - \$45,000.00-\$55,000.00

Upon Approval, A deposit of 75% is requested up front with the remainder to be paid upon the receipt of the invoice after completion. This should cover most of the parts and a small bit of the labor.

A more itemized estimate is available upon request.

This estimate becomes a contract upon receipt of the deposit and invokes our terms and conditions. Available upon request.

ATTACHMENT D-8

VENDOR ESTIMATE FOR WILLIAM WILCZEK



Port Niantic Inc.

**17 Smith Avenue
Niantic, CT 06357-3229
860-739-2155
860-739-4681 FAX**

Estimate

DATE	ESTIMATE #
11/2/2022	425-2738

William Wilczek

TERMS	Boat Make	Size	Boat Name	Location	Key/combo	Hull #	Engine #
		30	Susan	Waterford			John Deere
DESCRIPTION				QTY	TOTAL		
Repower vessel with a new Tier 3 Common Rail John Deere Diesel							
Remove existing tier 0 diesel engine and power train. Install new Tier 3 compliant diesel engine with matching power train. Upgrade 12 volt and fuel delivery to suit new installation.				150			22,500.00
Subtotal labor							22,500.00
John Deere Marine Propulsion Package 4045SFM85, Rated 275 HP @ 2700 RPM •EPA Tier III Marine Emission Certified •Heat Exchanger Cooled				1			54,703.00T
Electric Components •Alternator 12V/75 Amp •Starter 12V							
Air Inlet System •Closed Crankcase Vent System •Air Filter							
Exhaust Components •Water Cooled Exhaust Manifold and Turbo •Exhaust Elbow – Dry or Wet options							
Engine Accessory Kit- Gen II Control System •John Deere - Digital Display and Analogue Panel, Key switch, Alarm Horn •Harness – ECU to Main Panel (15' Length)							
					TOTAL		



Port Niantic Inc.

17 Smith Avenue
 Niantic, CT 06357-3229
 860-739-2155
 860-739-4681 FAX

Estimate

DATE	ESTIMATE #
11/2/2022	425-2738

William Wilczek

TERMS	Boat Make	Size	Boat Name	Location	Key/combo	Hull #	Engine #
		30	Susan	Waterford			John Deere
DESCRIPTION				QTY	TOTAL		
<ul style="list-style-type: none"> •Engine to ECU (10' Length) •Throttle Control Kit •Front Mount Brackets Marine Gear – T/Disc MG 5061SC <ul style="list-style-type: none"> •Ratio – 2:1 •Mech Shift •Marine Gear Cooler Included options Front PTO Drive SAE Adapter – Crankshaft drive hydraulics Vibration Isolators Set of (4) Vibration Isolators Included <ul style="list-style-type: none"> •2yr /2,000 hr Engine Warranty •O & M Manual •Sea Trialed to Factory Specification 							
					TOTAL		



Port Niantic Inc.

17 Smith Avenue
Niantic, CT 06357-3229
860-739-2155
860-739-4681 FAX

Estimate

DATE	ESTIMATE #
11/2/2022	425-2738

William Wilczek

TERMS	Boat Make	Size	Boat Name	Location	Key/combo	Hull #	Engine #
		30	Susan	Waterford			John Deere
DESCRIPTION				QTY	TOTAL		
Shaft, prop, coupling, cutlass bearing upgrade materials, 12 volt upgrade kit, fuel system upgrade kit, engine mounting kit, exhaust install kit, shop materials and lubricants.				1	11,000.00T		
Subtotal materials					65,703.00		
CT Sales Tax 6.35%					4,172.14		
					0.00		
					TOTAL	\$92,375.14	

To schedule this work please sign and date below then return this estimate to the marina office with a payment of 50%.
 Sign: _____ Date: _____
 Mastercard/Visa/Discover/Amex: _____ Exp: _____ Code: _____
 Payment is due upon completion of work. A service charge of 1 1/2% per month (annual rate of 18%) will be charged on balances 30 days past due. If legal referral is necessary to collect, all costs of collection, including reasonable attorney's fees will be added.

ATTACHMENT E

DERA OPTION

Workplan Narrative Plan for DERA Selections

Comes from Quarterly Report

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00A00773 MODIFICATION NUMBER: 4 PROGRAM CODE: DS	DATE OF AWARD 08/29/2023
		TYPE OF ACTION No Cost Amendment	MAILING DATE 08/29/2023
		PAYMENT METHOD: ASAP	ACH# 10109
		RECIPIENT TYPE: State	
RECIPIENT: Energy & Environmental Protection Connecticut Department of 79 Elm Street Hartford, CT 06106-5127 EIN: 86-1154163		PAYEE: Energy and Environmental Protection Connecticut Department of 79 Elm Street Hartford, CT 06106-5127	
PROJECT MANAGER Paul Farrell 79 Elm Street Hartford, CT 06106-5127 Email: Paul.Farrell@ct.gov Phone: 860-424-3389		EPA PROJECT OFFICER Pujarini Maiti 5 Post Office Square, Suite 100 Boston, MA 02109-3912 Email: Maiti.Pujarini@epa.gov Phone: 617-918-1625	
		EPA GRANT SPECIALIST Robert Smith Grants Management Branch 5 Post Office Square, Suite 100 Boston, MA 02109-3912 Email: Smith.Robert.F@epa.gov Phone: 617-918-1960	
PROJECT TITLE AND EXPLANATION OF CHANGES Connecticut Fiscal Year 2021-2022 State Clean Diesel Grant Program Amendment #4 approves a Change in Scope of Work. All Administrative Terms and Conditions have been updated. All other Terms and Conditions remain unchanged and in full effect.			
BUDGET PERIOD 10/01/2021 - 09/30/2024	PROJECT PERIOD 10/01/2021 - 09/30/2024	TOTAL BUDGET PERIOD COST \$1,754,644.00	TOTAL PROJECT PERIOD COST \$1,754,644.00
NOTICE OF AWARD Based on your Application dated 06/17/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0.00. EPA agrees to cost-share <u>59.78%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,048,974.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 1 , EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England R1 - Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Robert F. Smith - Grants Management Specialist			DATE 08/29/2023

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$1,048,974	\$0	\$1,048,974
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$705,670	\$0	\$705,670
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$1,754,644	\$0	\$1,754,644

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.040 - Diesel Emissions Reduction Act (DERA) State Grants	Diesel Emission Reduction Act of 2010, codified at 42 U.S.C. 16133	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$97,306
2. Fringe Benefits	\$93,352
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$1,528,229
9. Total Direct Charges	\$1,718,887
10. Indirect Costs: 0.00 % Base -	\$35,757
11. Total (Share: Recipient <u>40.22</u> % Federal <u>59.78</u> %)	\$1,754,644
12. Total Approved Assistance Amount	\$1,048,974
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$1,048,974

Administrative Conditions

All Administrative Terms and Conditions remain unchanged, and in full force and effect.

Programmatic Conditions

All Programmatic Terms and Conditions remain unchanged, and in full force and effect.

The Connecticut Department of Energy and Environmental Protection (DEEP) is presenting, for your review, a work plan for eight projects to be funded under its 2022 State DERA Grant #DS 00A00773-3. The selected projects include four replacements of diesel units with electric (EV) equivalents, three marine repower projects and one clean diesel project. The total amount to be dedicated to the eight projects is \$1,486,911.80 from a combination of DEEP's 2022 State DERA allocation, DERA Option matching funds, and the EPA match incentive. The remainder of the 2022 DERA allocation funds will defray project management expenses at DEEP.

Description of Projects Selected for 2022 DERA Funding:

A grant of \$60,340.39 is being awarded to Captain John's Sport Fishing Center, Inc. (Captain John's) for the scrappage and replacement of one 1981 Tier 0 Detroit 892N diesel propulsion engine, engine serial number (ESN) 08VF073349, on the *FV Sunbeam IV* (Vessel ID #1034431), with a Tier 3 Cummins QSL9 diesel engine. **The funds will come from the 2022 "DERA Option" funds from the VW NOx Mitigation Trust Agreement.** The grant represents 40% of the total cost, \$151,303.28, of this marine repower project.

A grant of \$69,314.53 awarded to the Connecticut Department of Transportation (CT DOT) will be used to scrap and replace one model year (MY) 2005 diesel-powered New Flyer XD40 transit bus with a 2024 Ford E-Transit 350 transit van. The van will serve elderly, disabled and non-ADA customers within 12 communities, many environmental justice areas, in the greater Waterbury, Meriden, and Wallingford service area. **\$31,848.08 will come from the 2021 "DERA Option" under VW NOx Mitigation Trust Agreement,** and \$37,477.45 will come from FY 2022 State DERA allocation and bonus. The projected cost is \$159,729.00 and the grant represents 43% of the projected cost of the 2023 MY replacement bus.

DEEP is granting a total of \$159,504.41 to Waterfront Enterprises, LLC (DBA Gateway Terminal) (Gateway) to replace one 2001 MY diesel-powered Tico terminal tractor, VIN 151568BTA643380; the engine is a 2001 MY Cummins model 6BTA engine, Serial Number 46108462. The vehicle will be replaced with a MY 2023 all-electric Orange EV e-Triever or similar EV tractor. **The funds will come from the 2020 "DERA Option" under VW NOx Mitigation Trust Agreement.** This award represents just under 45% of the cost of the new tractor, which is \$355,517.00.

DEEP is granting \$162,821.66 to O&G Industries, Inc. (O&G) toward the scrappage and replacement of two Oshkosh model S-2346 front discharge mixers, MY 2001 and 2002, with MY 2023 Oshkosh model S-2305 diesel equivalents. **The funds will come from the 2020 and 2022 "DERA Option" under VW NOx Mitigation Trust Agreement.** This award represents just under 25% of the cost of the new trucks, which is \$678,732.00. The front discharge mixers will operate out of Bridgeport, CT, an environmental justice community.

Seaview Fisheries (Seaview) plans to use its grant of \$21,934.24 for the scrappage and replacement of one diesel-powered 1975 EMY Caterpillar NOVI Tier 0 propulsion engine in the *FV Merrick* with an EMY 2022 or 2023 EPA certified Tier 3 diesel-powered equivalent. **The funds will come from the 2020 "DERA Option" under VW NOx Mitigation Trust Agreement.** The total project cost is \$55,000.00 of which the grant is just under 40%. EPA

approved the applicant’s request for a waiver of the hours of use eligibility requirement because the annual hours of usage were only slightly below the required level and because the applicant anticipated a normal and qualifying number of hours in 2023.

A grant of \$607,400.10, awarded to SMM New England Corp. (DBA Sims Metals) (Sims Metals), will be used to scrap and replace one Tier 2, MY 2004, Sennebogen 835M, diesel-powered scrap metal material handler with an electric equivalent. Grant funding will include the electric charging infrastructure. **\$192,092.55 will come from the 2020 “DERA Option” under VW NOx Mitigation Trust Agreement**, and \$415,307.55 from FY 2021 and 2022 State DERA allocations and bonus. The projected cost is \$1,353,825.00 and the grant represents just under 45% of the projected cost of the 2023 MY replacement scrap metal handler.

DEEP is granting a total of \$368,756.87 to Stamford Uniform, Linen, Towel and Napkin LLC (Stamford Uniform) to scrap and replace one class 6, MY 2014, diesel-powered Hino 268 box truck and one class 5, 2018, diesel-powered Isuzu NPR box truck with electric equivalents. Grant funding will include the electric vehicle charging infrastructure. **\$261,059.65 will come from the 2022 and 2020 “DERA Option” under VW NOx Mitigation Trust Agreement**, and \$107,697.22 from FY 2019 and 2020 State DERA allocations and bonus. This award represents just under 45% of the cost of the new vans, which is \$821,916.66.

A grant of \$36,839.60 is being awarded to Fishing Vessel Susan, LLC (FV Susan) for the scrappage and replacement of one 1998 Tier 0 John Deere Series 300 diesel propulsion engine, engine serial number (ESN) T06068T580528, on the *FV Susan*, with a Tier 3 John Deere 4045SFM85 4.5l PowerTech diesel engine. **The funds will come from the 2020 “DERA Option” funds from the VW NOx Mitigation Trust Agreement.** The grant represents just under 40% of the total cost, \$92,375.14, of this marine repower project. EPA denied the waiver request submitted by the applicant because it was too far below the required annual hours of operation, but EPA allowed DEEP to use leftover DERA Option funds from 2020, before the eligibility requirements came into effect.

Timeline for Connecticut’s 2022 DERA-Funded Projects

Table 1 represents the work plan timeline for the projects selected for 2021 State DERA funding.

**Table 1: Connecticut Clean Diesel Grant Program:
Work Plan for FY 2022-Funded Projects: F & G Recycling, Hidden Empire, New Haven, Captain John’s, CT DOT, Gateway Terminal, O&G, Seaview Fisheries, Sims Metals, Stamford Uniform, and FV Susan**

Task	Target Completion Date	Status
<p>Establish Criteria for Evaluation of Proposals</p> <ul style="list-style-type: none"> • In an EPA-designated PM maintenance area (Fairfield or New Haven Counties) (1 point) • In an environmental justice community (1 point) • Near transportation hubs or corridors (1 point) • In an urban area (1 point) 	<p>October 2022</p>	<p>Completed</p>

**Table 1: Connecticut Clean Diesel Grant Program:
Work Plan for FY 2022-Funded Projects: F & G Recycling, Hidden Empire, New Haven, Captain John’s, CT DOT, Gateway Terminal, O&G, Seaview Fisheries, Sims Metals, Stamford Uniform, and FV Susan**

Task	Target Completion Date	Status
<ul style="list-style-type: none"> In an area that receives a disproportionate quantity of air pollution from diesel fleets, including ports, rail yards, terminals, construction sites, school bus depots/yards, and distribution centers (1 point) Includes anti-idling education and outreach (1 point) Consistency with the transportation section of the 2013 & 2017 Comprehensive Energy Strategy for Connecticut and the State’s clean fuels/clean vehicles initiative (1 point). <p>Ability to be completed expediently will also be taken into account.</p>		
Develop Request for Proposals and Proposal Form <ul style="list-style-type: none"> Letter from Commissioner <ul style="list-style-type: none"> Funding Availability Eligible projects Proposal Submittal Process Proposal Application Form 	October 2022	Completed
Request for Project Proposals <ul style="list-style-type: none"> Communication to Stakeholders Post on Website 	October 18, 2022	Completed
Host Informational Webinar for Potential Applicants	November 3, 2022	Completed
Project Proposals Due	November 30, 2022	Completed
Review of Submitted Information and Selection of Grant Recipients	December 2022- April 2023	Completed
Grant Recipients Announced	April 28, 2023	Completed
Administration, Outreach and Support	May 2023– September 2024	Ongoing
Obtain Signed Eligibility Statements from Grantees	May 2023	Completed
Revised Work Plan Prepared for EPA and approved	May-July 2023	Completed
Post Approved Awards on DEEP Website after EPA approval	June-July 2023	Completed
Prepare and Submit D-4 forms to Wilmington Trust for VW DERA Option–funded projects	July-August 2023	
Captain John’s Sport Fishing: Replace engine on fishing vessel		
DEEP Develops Scope of Work with Captain John’s	May-June 2023	Completed
Captain John’s Selects Vendor	July 2023	In Progress
DEEP Reviews/Approves Procurement Process and Selected Vendor	July 2023	
Issues Purchase Order for Purchase of Marine Engines from Selected Vendor	July 2023	
Delivery of New Marine Engine	September 2023	

**Table 1: Connecticut Clean Diesel Grant Program:
Work Plan for FY 2022-Funded Projects: F & G Recycling, Hidden Empire, New Haven, Captain John’s, CT DOT, Gateway Terminal, O&G, Seaview Fisheries, Sims Metals, Stamford Uniform, and FV Susan**

Task	Target Completion Date	Status
Installation of Marine Engine and Sea Trials	October 2023 – January 2024	
Documentation of Scrappage and Completion of Project	October 2023 – January 2024	
Final Report and Reimbursement Request Due	August 31, 2024	
DEEP Submits D-4 Appendix A form to request payment to Capt. John’s by Wilmington Trust.	August-September 2024	
Wilmington Trust Makes Final Payment of \$60,340.39 to Capt. John’s	September-October 2024	
CT DOT: Replacement of a Diesel Transit Van with EV equivalent		
Develops Scope of Work with CT DOT which <ul style="list-style-type: none"> • will become the basis for the Eligible Mitigation Action Management Plan (Management Plan) for VW DERA Option–funded portion of project • will be attached to Purchase Order for DERA-funded portion of project 	June-July 2023	Completed
DEEP Executes State Purchase Order for Grant Payment of \$37,477.45 from 2022 DERA Allocation	July-August 2023	
DOT Selects Vendor(s) for EV Transit Van and EVSE from state contracts (no DEEP review required)	July-August 2023	
CT DOT Issues Purchase Order for Purchase of EV Transit Van (EVSE and installation included)	August-September 2023	
Delivery and Installation of EVSE	August 31, 2024	
Delivery of EV Transit Van	August 31, 2024	
Documentation of Scrappage and Completion of Project	August 31, 2024	
Final Report and Reimbursement Request Due	August 31, 2024	
DEEP makes final payment of \$37,477.45 to CT DOT	August-September 2024	
DEEP Submits D-4 Appendix A form to request payment to CT DOT by Wilmington Trust.	August-September 2024	
Wilmington Trust Makes Final Payment of \$31,848.08 to CT DOT	September-October 2024	
Gateway: Replacement of a Diesel Yard Spotter with EV Equivalent		
Develops Scope of Work with Gateway	May-June 2023	Completed
Gateway Selects Vendor(s) for EV Yard Spotter and EVSE	June 2023	Completed

**Table 1: Connecticut Clean Diesel Grant Program:
Work Plan for FY 2022-Funded Projects: F & G Recycling, Hidden Empire, New Haven, Captain John’s, CT DOT, Gateway Terminal, O&G, Seaview Fisheries, Sims Metals, Stamford Uniform, and FV Susan**

Task	Target Completion Date	Status
DEEP Reviews/Approves Procurement Process and Selected Vendor(s)	June 2023	Completed
Gateway Issues Purchase Order for Purchase and Installation of EVSE	June 2023	Completed
Gateway Issues Purchase Order for Purchase of EV Yard Spotter	June 2023	
Delivery of EVSE	September-October, 2023	
Installation of EVSE	September-November 2023	
Delivery of EV Yard Spotter	August 31, 2024	
Documentation of Scrappage and Completion of Project	August 31, 2024	
Final Report and Reimbursement Request Due	August 31, 2024	
DEEP makes final payment of \$56,790.25 to Gateway	August-September 2024	
DEEP Submits D-4 Appendix A form to request payment to Gateway by Wilmington Trust.	August-September 2024	
Wilmington Trust Makes Final Payment of \$159,504.41 to Gateway	September-October 2024	
O&G: Diesel Replacement of Two Cement Mixers		
Develops Scope of Work with O&G	May-July 2023	Completed
O&G Selects Vendor(s) for Cement Mixers	May 2023	
DEEP Reviews/Approves Procurement Process and Selected Vendor	May 2023	
Delivery of New Cement Mixers	October 2023	
Documentation of Scrappage and Completion of Project	October 2023 - March 2024	
Final Report and Reimbursement Request Due	August 31, 2024	
DEEP Submits D-4 Appendix A form to request payment to O&G by Wilmington Trust.	August-September 2024	
Wilmington Trust Makes Final Payment of \$162,821.66 to O&G	September-October 2024	
Seaview Fisheries: Replace engine on fishing vessel		
DEEP Develops Scope of Work with Seaview Fisheries	May-June 2023	Completed
Seaview Fisheries Selects Vendor	July 2023	
DEEP Reviews/Approves Procurement Process and Selected Vendor	July 2023	
Seaview Fisheries Issues Purchase Order for Purchase of Marine Engines from Selected Vendor	July 2023	

**Table 1: Connecticut Clean Diesel Grant Program:
Work Plan for FY 2022-Funded Projects: F & G Recycling, Hidden Empire, New Haven, Captain John’s, CT DOT, Gateway Terminal, O&G, Seaview Fisheries, Sims Metals, Stamford Uniform, and FV Susan**

Task	Target Completion Date	Status
Delivery of New Marine Engines	September 2023	
Installation of Marine Engines and Sea Trials	October 2023- January 2024	
Documentation of Scrappage and Completion of Project	January-February 2024	
Final Report and Reimbursement Request Due	February, 2024	
DEEP Submits D-4 Appendix A form to request payment to Seaview by Wilmington Trust.	March-April 2024	
Wilmington Trust Makes Final Payment of \$21,934.24 to Seaview Fisheries	April-May 2024	
Sims Metals: EV Replacement of Material Handler		
Develops Scope of Work with Sims Metals, which <ul style="list-style-type: none"> • will become the basis for the Eligible Mitigation Action Management Plan (Management Plan) for VW DERA Option–funded portion of project • will be attached to Purchase Order for DERA-funded portion of project 	May-June 2023	Completed
DEEP Executes Contract for Grant Payment of \$415,307.55 from DERA Allocation	May-August 2023	
Sims Metals Selects Vendor(s) for EV Material Handler and EVSE	July-August 2023	
DEEP Reviews/Approves Procurement Process and Selected Vendor	May-July 2023	
Sims Metals Issues Purchase Order for Purchase and Installation of EVSE	August 2023	
Delivery and Installation of EVSE	June 2024	
Sims Metals Issues Purchase Order for Purchase of EV Material Handler from Selected Vendor	August 2023	
Delivery of New EV Material Handler	May 2024	
Documentation of Scrappage and Completion of Project	July 2024	
Final Report and Reimbursement Request Due	August 31, 2024	
DEEP makes final payment of \$415,307.55 to Sims Metals	August-September, 2024	
DEEP Submits D-4 Appendix A form to request payment to Sims Metals by Wilmington Trust.	August-September 2024	
Wilmington Trust Makes Final Payment of \$192,092.55 to Sims Metals	September-October 2024	
Stamford Uniform: EV Replacement of Two MHD Vans		
Develops Scope of Work with Stamford Uniform, which	May-June 2023	Completed

**Table 1: Connecticut Clean Diesel Grant Program:
Work Plan for FY 2022-Funded Projects: F & G Recycling, Hidden Empire, New Haven, Captain John’s, CT DOT, Gateway Terminal, O&G, Seaview Fisheries, Sims Metals, Stamford Uniform, and FV Susan**

Task	Target Completion Date	Status
<ul style="list-style-type: none"> will become the basis for the Eligible Mitigation Action Management Plan (Management Plan) for VW DERA Option-funded portion of project will be attached to Purchase Order for DERA-funded portion of project. 		
DEEP Executes Contract for Grant Payment of \$107,697.22 from DERA Allocation	July-August 2023	
Stamford Uniform Selects Vendor(s) for 2 EV Vans and EVSE	October 15, 2023	
DEEP Reviews/Approves Procurement Process and Selected Vendor	November 15, 2023	
Stamford Uniform Issues Purchase Order for Purchase and Installation of EVSE	December 1, 2023	
Delivery and Installation of EVSE	February 15, 2024	
Stamford Uniform Issues Purchase Order for Purchase of 2 EV Vans from Selected Vendor	November 15, 2023	
Delivery of 2 New EV Vans	December 15, 2023	
Documentation of Scrappage and Completion of Project	February 28, 2024	
Final Report and Reimbursement Request Due	August 31, 2024	
DEEP makes final payment of \$107,697.22 to Stamford Uniform	August 31, 2024	
DEEP Submits D-4 Appendix A form to request payment to Stamford Uniform by Wilmington Trust.	August-September 2024	
Wilmington Trust Makes Final Payment of \$261,059.65 to Stamford Uniform	September-October 2024	
FV Susan: Replace engine on fishing vessel		
DEEP Develops Scope of Work with FV Susan	July 2023	Completed
FV Susan Selects Vendor	July 2023	
DEEP Reviews/Approves Procurement Process and Selected Vendor	July 2023	
Issues Purchase Order for Purchase of Marine Engines from Selected Vendor	July 2023	
Delivery of New Marine Engine	September 2023	
Installation of Marine Engine and Sea Trials	October 2023-January 2024	
Documentation of Scrappage and Completion of Project	January-February 2024	
DEEP Submits D-4 Appendix A form to request payment to FV Susan by Wilmington Trust.	March-April 2024	
Wilmington Trust Makes Final Payment of \$36,839.60 to FV Susan	April-May 2024	

Emissions Reductions for Projects Selected for Connecticut’s 2021-2022 State DERA Funding:

The annual and lifetime emission reductions for the projects to be funded under this grant are compiled in Table 2 below. All of the 2021-2022 projects yield emission reductions from the improved technology on the new engines. Idle reduction programs, incorporated in some of the funded projects, also yield significant air quality benefits. Copies of the Diesel Emissions Quantifier (DEQ) Summaries, in the importable spreadsheet format, are attached

Table 2: Potential Annual and Lifetime Emission Reductions From the 2021-2022 Connecticut Clean Diesel Grant Program

Enfield: EV Replacement of Refuse Collection Truck: <i>Annual Health Benefits² -\$590</i>					
F & G Recycling: EV Replacement of Yard Spotter: <i>Annual Health Benefits¹ \$130,000</i>					
Annual	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Baseline of Fleet	0.866	0.064	0.058	0.230	29.3
Amount reduced	0.866	0.064	0.058	0.230	29.3
Lifetime	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Baseline of Fleet	4.331	0.321	0.290	1.150	146.3
Amount reduced	4.331	0.321	0.290	1.150	146.3
Hidden Empire: Replacement of 3 Tier 0 Marine Engines: <i>Annual Health Benefits \$190,000</i>					
Annual	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Baseline of Fleet	8.932	0.135	0.122	1.607	292.5
Amount reduced	7.172	0.114	0.086	1.238	225.0
Lifetime	NO _x tons	PM tons	HC tons	CO tons	CO ₂ tons
Baseline of Fleet	164.962	2.490	2.202	29.767	5,287.5
Amount reduced	133.006	2.103	1.549	23.043	4,095.3
New Haven: EV Replacement of Refuse Collection Truck: <i>Annual Health Benefits \$140</i>					
Annual	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Baseline of Fleet	0.068	0.000	0.002	0.045	48.0
Amount reduced	0.068	0.000	0.002	0.045	48.0
Lifetime	NO _x tons	PM tons	HC tons	CO tons	CO ₂ tons
Baseline of Fleet	0.684	0.001	0.023	0.445	479.7
Amount reduced	0.684	0.001	0.023	0.445	479.7
Winkle Bus: EV Replacement of School Bus: <i>Annual Health Benefits \$280</i>					
Captain John’s Sport Fishing: Replace engine on Fishing Vessel: <i>Annual Health Benefits \$31,000</i>					
Annual	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Baseline of Fleet	3.893	0.057	0.039	0.722	42.3
Amount reduced	1.935	0.022	0.017	0.068	0 ²
Lifetime	NO _x tons	PM tons	HC tons	CO tons	CO ₂ tons
Baseline of Fleet	11.679	0.172	0.117	2.167	126.9
Amount reduced	5.805	0.066	0.051	0.204	0 ²
CT DOT: Replacement of a Diesel Transit Van with EV equivalent: <i>Annual Health Benefits \$43,000</i>					
Annual	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Baseline of Fleet	0.352	0.022	0.037	0.150	73.9
Amount reduced	0.352	0.022	0.037	0.150	73.9

**Table 2: Potential Annual and Lifetime Emission Reductions
From the 2021-2022 Connecticut Clean Diesel Grant Program**

Lifetime	NO _x tons	PM tons	HC tons	CO tons	CO ₂ tons
Baseline of Fleet	1.056	0.067	0.110	0.451	221.7
Amount reduced	1.056	0.067	0.110	0.451	221.7
Gateway: Replacement of a Diesel Yard Spotter with EV equivalent: <i>Annual Health Benefits \$44,000</i>					
Annual	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Baseline of Fleet	0.356	0.026	0.024	0.094	28.5
Amount reduced	0.356	0.026	0.024	0.094	28.5
Lifetime	NO _x tons	PM tons	HC tons	CO tons	CO ₂ tons
Baseline of Fleet	1.779	0.132	0.119	0.472	142.3
Amount reduced	1.779	0.132	0.119	0.472	142.3
O&G: Diesel Replacement of Two Cement Mixers: <i>Annual Health Benefits \$170,000</i>					
Annual	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Baseline of Fleet	4.069	0.134	0.139	0.950	76.5
Amount reduced	3.601	0.131	0.130	0.894	49.3
Lifetime	NO _x tons	PM tons	HC tons	CO tons	CO ₂ tons
Baseline of Fleet	12.206	0.403	0.416	2.849	229.6
Amount reduced	10.803	0.392	0.391	2.681	147.8
Seaview Fisheries: Replace Engine on Fishing Vessel: <i>Annual Health Benefits \$31,000</i>					
Annual	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Baseline of Fleet	1.622	0.024	0.016	0.301	270.0
Amount reduced	1.427	0.022	0.012	0.256	0 ²
Lifetime	NO _x tons	PM tons	HC tons	CO tons	CO ₂ tons
Baseline of Fleet	4.866	0.072	0.049	0.903	810.0
Amount reduced	4.282	0.065	0.037	0.768	0 ²
Sims Metals: EV Replacement of Material Handler: <i>Annual Health Benefits \$42,000</i>					
Annual	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Baseline of Fleet	0.360	0.025	0.059	0.172	167.5
Amount reduced	0.360	0.025	0.059	0.172	167.5
Lifetime	NO _x tons	PM tons	HC tons	CO tons	CO ₂ tons
Baseline of Fleet	2.882	0.202	0.474	1.373	1,340.1
Amount reduced	2.882	0.202	0.474	1.373	1,340.1
Stamford Uniform: EV Replacement of Two MHD Vans: <i>Annual Health Benefits \$4,400</i>					
Annual	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Baseline of Fleet	0.135	0.002	0.006	0.084	1,518.8
Amount reduced	0.135	0.002	0.006	0.084	1,518.8
Lifetime	NO _x tons	PM tons	HC tons	CO tons	CO ₂ tons
Baseline of Fleet	2.471	0.042	0.111	1.631	28,350.0
Amount reduced	2.471	0.042	0.111	1.631	28,350.0
FV Susan: Replace Engine on Fishing Vessel: <i>Annual Health Benefits \$16,000</i>					
Annual	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Baseline of Fleet	1.090	0.016	0.011	0.202	12.5
Amount reduced	0.818	0.013	0.006	0.142	0

**Table 2: Potential Annual and Lifetime Emission Reductions
From the 2021-2022 Connecticut Clean Diesel Grant Program**

Lifetime	NO _x tons	PM tons	HC tons	CO tons	CO ₂ tons
Baseline of Fleet	5.452	0.080	0.055	1.012	62.7
Amount reduced	4.089	0.065	0.028	0.708	0
Total of All Projects: <i>Annual Health Benefits \$701,540</i>					
Annual	NO _x tons/yr	PM tons/yr	HC tons/yr	CO tons/yr	CO ₂ tons/yr
Amount reduced	17.09	0.441	0.437	3.373	2,140.3
Lifetime	NO _x tons	PM tons	HC tons	CO tons	CO ₂ tons
Amount reduced	171.188	3.456	3.183	32.926	34,923.2
¹ Annual Health Benefits are projected through the DEQ; they are based on particulate emissions and location within or outside of a PM _{2.5} attainment area. ² Where no fuel use reduction is projected, this number is zero.					