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APPENDIX D-4

Beneficiary Eligible Mitigation Action Certification



Zero Emission Metal Recycling – Acme Iron & Metal

NMED SUB-GRANT: # NM-DEA-22-01

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary State of New Mexico

Lead Agency Authorized to Act on Behalf of the Beneficiary New Mexico Environment Department

(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:	Zero Emission Metal Recycling
Beneficiary's Project ID:	NM-DEIRA-22-01
Funding Request No.	<i>(sequential)</i> 037
Request Type: (Select one or more)	<input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Other (specify): Click or tap here to enter text.
Payment to be made to: (Select one or more)	<input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): Acme Iron & Metal
Funding Request & Direction (Attachment A)	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action <input checked="" type="checkbox"/> Appendix D-2 item (specify): Eligible Mitigation Action 10. Diesel Emission Reduction Act (DERA) Option. (Industrial (non-port material handling, other) Non-Road Equipment (material handler).
Action Type <input checked="" 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): The Beneficiary Mitigation Plan's overarching goal is to protect New Mexico's environment and the health of her citizens. The Trust allows the State the opportunity to offset (mitigate) the impact of excess nitrogen oxide (NO _x) emissions associated with the affected vehicles registered within New Mexico. The reduction of NO _x from mobile sources achieves the intended use of Trust funds by preventing the deterioration of air quality, ensuring the health and safety of the inhabitants of the state, and promoting visibility improvement within New Mexico. Implementation of diesel NO _x reduction projects using Trust funds will have immediate and long-lasting benefits. The proposed project will reduce emissions of NO _x , focusing on the most cost-effective vehicles that maximize emission reductions.
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): This project consists of replacing a 1996 Engine Model Year (EMY), Tier 1, 250hp, Fuchs diesel-powered rubber-tire, scrap metal material handler with a 2022 EMY Sennebogen 850 "E" Electric Material Handler. Emission benefits will be realized in the Albuquerque Metro Area in Bernalillo County, which is listed on the 2021 EPA Priority Area for National Air Toxics Assessment. Environmentally, the shift to electric eliminates all local emissions that would have been generated through the combustion of diesel fuel. This has benefits for the equipment operators, those in the area related to recycling facility operations, and those in the community surrounding the facility.
Estimate of Anticipated NO_x Reductions (5.2.3): The current 1997 Fuchs 350 MHL350 operates 808 hours annually and consumes 5,818 gallons annually. The shift to electric equipment would eliminate emissions of oxides of nitrogen (NO _x) and fine particulate matter (PM _{2.5}) associated with the combustion of diesel fuel. There will be a total diesel fuel reduction of 29,090

gallons over the remaining life of the vehicle being replaced, and the added benefit of removing 327 tons of carbon dioxide emissions over the vehicle's lifetime. Total lifetime NOx reductions from the entire project are estimated to be 1.467 tons

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

The New Mexico Environment Department Administrative Services Division is the governmental entity responsible for reviewing and auditing expenditures of EMA funds to ensure compliance.

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

The New Mexico Environment Department has created a public website, <https://www.env.nm.gov/vw-settlement/> for information relating to the Trust, the VW Partial Consent Trust Decrees, New Mexico's Beneficiary Mitigation Plan, and project implementation information. To provide transparency and accountability, the NMED will post information on its website.

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

The total project cost was One Million, Three Hundred Twenty-One Thousand, Two Hundred Fifty dollars, and Fifty-Four cents (\$1,321,250.54). Acme Iron & Metal was awarded Five Hundred Sixty-Four Thousand, Five Hundred Fifty-Nine dollars (\$564,559.00) which is 45% of the original estimated project cost. This is the maximum amount allowable by EPA (i.e. 45% *DERA Funding Limit* for zero-tailpipe emission power source). VW Settlement funding will provide Two Hundred Twenty-Five Thousand, Eight Hundred Twenty-Four dollars (\$225,824.00) (40% of Award). DERA Grant funding will provide Three Hundred Thirty-Eight Thousand, Seven Hundred Thirty-Five dollars (\$338,735.00) (60% of Award). The remaining Seven Hundred Fifty-Six Thousand, Six Hundred Ninety-One dollars, and Fifty-Four cents (\$756,691.54) constitutes Acme Iron & Metal's cost share. (Minimum Mandatory Cost-Share 55%).

Describe how the Beneficiary complied with Subparagraph 4.2.8, *Notice of Availability of Mitigation Action Funds*, regarding notice to U.S. Government Agencies (5.2.9):

On February 27, 2018, NMED sent notice to the U.S. Department of the Interior (National Park Service, U.S. Fish & Wildlife Service) and the U.S. Department of Agriculture (Forest Service), using the contact information provided in Subparagraph 4.2.8.

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):

Trust funds have afforded the State the opportunity to advance environmental justice goals. New Mexico's Draft Beneficiary Mitigation Plan expresses a commitment to prioritizing projects that benefit those communities most impacted by poor air quality. Minorities and those living below the poverty level historically have borne a disproportionate share of air pollution, including emissions associated with on-road vehicles.

The city of Albuquerque has a higher population of those deemed sensitive to harmful air pollutants than national averages, including young people, the disabled, and those living in poverty, making it critical to keep harmful emissions to a minimum. According to the U.S. Census Bureau 22.4% of the population of Albuquerque is under the age of 18, compared to 22.3% at the national level. Further, Albuquerque also has a higher percentage of individuals under the age of 65 who are disabled at 9.6% compared to 8.6% nationally. Approximately 33% of the households in proximity to the project area are low-income. The total population of the area is 159,822 residents and 78% of the population are a minority. The Acme Iron & Metal facility operates within a 5-mile radius to hospitals, medical facilities, subsidized housing and schools. These facilities and populations face a disproportionate amount of burden related to diesel emissions as a result.

ATTACHMENTS

(CHECK BOX IF ATTACHED)

- | | | |
|-------------------------------------|--------------|--|
| <input checked="" type="checkbox"/> | Attachment A | Funding Request and Direction. |
| <input checked="" type="checkbox"/> | Attachment B | Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4). |
| <input checked="" type="checkbox"/> | Attachment C | Detailed Plan for Reporting on Eligible Mitigation Action Implementation |
| <input checked="" type="checkbox"/> | Attachment D | Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). |
| <input checked="" type="checkbox"/> | Attachment E | DERA Option (5.2.12). [Attach only if using DERA option.] |
| <input type="checkbox"/> | Attachment F | Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). |

CERTIFICATIONS

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

1. This application is submitted on behalf of Beneficiary the State of New Mexico, 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 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. All 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: 6/7/2024



Kirby Olson
Planning Section Chief, Air Quality Bureau

New Mexico Environment Department

For

State of New Mexico

ATTACHMENT B
PROJECT MANAGEMENT PLAN
PROJECT SCHEDULE AND MILESTONES

Milestone	Date
Lead Agency Provides Notice of Availability of Mitigation Action Funds	7/15/2019
Pre-application meetings with applicants	NA
Project Sponsor Submits Proposal to Lead Agency	2/21/2023
Lead Agency Provides Written Approval of Project Sponsor's Proposal	9/28/2022
GRANT agreements signed.	11/30/22; 7/31/23
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	N/A
Trustee Acknowledges Receipt of Project Certification and Funding Direction	Q2 2024
Trustee Allocates Share of State Funds for Approved Project	Q2 2024
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	Q2 2023
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Start	Q4 2022
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Complete	Q2 2024
Project Installations(s) – Start	Q4 2022
Project Installations(s) – Complete	Q2 2024
Project Sponsor provides detailed invoices for all claimed project costs, documentation for emission reduction estimates, required certification documents to Lead Agency to support direction to Trustee for Payment (Reimbursement, Direct-to-Vendor) or final accounting (Forward Funded Projects)	5/31/24
Lead Agency completes review and certifies payment direction to Trustee (Reimbursement)	Q2 2024
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	Q2 2024
Lead Agency Reports Project Completion	Q2 2024

PROJECT BUDGET

Period of Performance: 7.1.2020-6.30.2023				
Budget Category	Total Approved Budget	Share of Total Budget Funded by the Trust	Cost-Share (DERA)	Cost-Share (Acme Iron & Metal)
1. Equipment Expenditure	\$1,321,250.54	\$225,824.00	\$338,735.00	\$756,691.54
2. Contractor Support	\$0	\$0	\$0	\$0
3. Subrecipient Support	\$0	\$0	\$0	\$0
4. Administrative ¹	\$0	\$0	\$0	\$0
Project Totals	\$1,321,250.54	\$225,824.00	\$338,735.00	\$756,691.54
Percentage	100%	17%	26%	57%

¹ Subject to Appendix D-2 15% administrative cap.

ATTACHMENT C
DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION
ACTION IMPLEMENTATION

The New Mexico Environment Department (NMED), as the lead agency for the State of New Mexico for implementing the Volkswagen Environmental Mitigation Settlement Plan, has established a webpage for the Settlement and mitigations actions, www.env.nm.gov/vw-settlement/. NMED will post documents and links as required under Paragraph 7 of Appendix D-3 Certification for Beneficiary Status form. NMED is subject to the *Open Meetings Act*, which provides the statutory guidelines for conducting public meetings and the *Inspection of Public Records Act*, which is a New Mexico state law that provides the public and media access to public information.

For the initial round of funding, NMED solicited, through a competitive process, public and private entities for funding opportunities. Projects were selected through a scored application using an identified scoring criterion. The records of selected projects will be posted and made available on the NMED VW Settlement webpage. The public website was created specifically to provide information related to the Trust, the VW Partial Consent Decrees, and accountability. NMED will post timely updates on the following:

- General information on the Trust and Consent Decrees
- The State's final Beneficiary Plan
- All public records supporting funding requests NMED submits to the Trust
- All public records supporting all expenditures of the Trust Fund
- NMED contact information

After the initial round of funding, NMED will periodically evaluate the implementation of the State's Beneficiary Mitigation Plan (BMP) and associated Eligible Mitigation Actions and will determine whether any revisions to the BMP and funding levels need to be reevaluated. If revisions to the BMP are warranted, NMED will seek public input on BMP revisions with a minimum of a 30 – day public comment period.

In addition, the State will also comply with the reporting obligations listed in the Environmental Mitigation Trust Agreement for State Beneficiaries in Subparagraph 5.3.

ATTACHMENT D
DETAILED COST ESTIMATE FROM SELECTED OR POTENTIAL VENDORS
FOR EACH PROPOSED EXPENDITURE EXCEEDING \$25,000 (5.2.6)

See attached invoices.



P.O. BOX 6605 • Albuquerque, NM 87197 • 6144 Second Street N.W. • Albuquerque, New Mexico 87107
Corporate Office: (505) 345-2457 • Fax: (505) 345-3472

May 9, 2024

NMED – Air Quality Bureau
Attention: Mr. Neal Butt
8801 Horizon Blvd., NE
Albuquerque, NM 87113

Dear Mr. Butt:

Acme Iron and Metal Co., Inc., on November 30, 2022 (as amended on July 31, 2023, contracted with NMED to replace our diesel powered MHL 350 Series A, Serial No. 3501100232, with the Sennebogen 850 Electric Model.

Attached, you will find:

1. Proof of Purchase from Sennebogen LLC
2. Proof of Payment
3. Photos of new Sennebogen 850 E, profile and front views

Next, we are attaching:

1. The dismantling of the old diesel powered MHL 350
2. Photos of VIN tag before destruction
3. Photos of after destruction
4. Dismantler and Grantee signed Scrappage Statement for said equipment

Acme Iron and Metal respectfully request reimbursement for agreed contract amount in the amount of \$564,559.00; wire information is attached.

Please advise if any questions.

We thank you for your excellent assistance in this matter.

Respectfully,

Paul Wynn
President and CEO
Cell: 505-306-6777

MACHINE QUOTATION

Model: SENNEBOGEN 850 Mobile "E"
Customer: Albuquerque Metals, USA
Date: Wednesday, November 30, 2022
Dealer: Sennebogen LLC, USA

Albuquerque Metals

(USA)

SENNEBOGEN 850 Mobile K17 "E" green line Material Handling Machine



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

MACHINE QUOTATION

Model: SENNEBOGEN 850 Mobile "E"
 Customer: Albuquerque Metals, USA
 Date: Wednesday, November 30, 2022
 Dealer: Sennebogen LLC, USA

Power Unit

- ▶ Electric motor
- ▶ Motor Rating: 250 kW
 Voltage: 480 Volts
 Frequency: 60Hz
 Cable: 3 phase
- ▶ Power package with electric motor, 250 kW, 480 Volt / 60 Hz, total connect load 510 kVA, fuse protection in the machine's switch box of 500 A at 480 V - engine start up via frequency converter.
- ▶ 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.

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
- ▶ Handrail on top of upper carriage
- ▶ Fire extinguisher set (1x cab, 1x storage compartment) - brackets installed, extinguisher shipped separate to dealer
- ▶ Light Package consisting of: 2x halogen in cab roof, 2x in frame
- ▶ Handrail at the upper structure, tiltable for transportation, electric engine

Operator's Cab "MaxCab"

Maxcab - with hydraulically cab adjustment E270, with sliding door and door window as sliding window, sunshade, floor mat

- ▶ Catwalk beside cab with handrail
- ▶ Skylight of bullet proof glass
- ▶ Windshield of bullet proof glass (fixed / no tilt out)
- ▶ Automatic climate control with AC, heater and defroster

MACHINE QUOTATION

Model: SENNEBOGEN 850 Mobile "E"
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 Date: Wednesday, November 30, 2022
 Dealer: Sennebogen LLC, USA

- ▶ 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)
- ▶ Operator's & Spare parts list in duplicate, in German/English
- ▶ Sun protection for skylight

Working Equipment

Standard materials handling boom type K17

- ▶ Compact boom 10.0m straight and grab handling stick 7.5m straight with special materials handling kinematics
- ▶ Incl. safety check valves for boom and stick cylinder
- ▶ End position shut off for boom up/down and stick in/out function
- ▶ Attachment open/close and rotate hydraulic circuits and lines installed up to the end of the stick (ball valves)

Undercarriage

- ▶ Wheeled undercarriage MP50E for electric machines with 4-point-stabilizers, all-wheel-drive and two-stage powershift transmission
- ▶ Solid rubber tires 14.00-24 (8 units) for MP50E
- ▶ With electro and hydraulic rotor for upper carriage with electric motor
- ▶ Joystick-steering (only wheeled machines), MP50E
- ▶ Protection for drive train, MP50E
- ▶ 40 ft of cable with electric plug.

MACHINE QUOTATION

Model: SENNEBOGEN 850 Mobile "E"
Customer: Albuquerque Metals, USA
Date: Wednesday, November 30, 2022
Dealer: Sennebogen LLC, USA

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 Mobile "E"
Customer: Albuquerque Metals, USA
Date: Wednesday, November 30, 2022
Dealer: Sennebogen LLC, USA

Commercial Conditions

Scope of Supply

SENNEBOGEN LLC will supply the complete machine as described in the technical specification EXW Galveston T.X, including supervision of the assembly and training of the operation and maintenance personnel.

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.)

Pricing (Customer net)

1x (one) unit 850E Mobile K17 Electric "E" (according to scope of supply & technical specification) US\$ 999,500.00 ✓


Option:

Cable reel with 50 ft of cable (electric machine) US\$ 85,850.00

Option:

25kW Magnet system (electric machine) US\$ 36,025.00

Machine Order Acceptance:

✓


Paul Wynn

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.



MACHINE QUOTATION

Model: SENNEBOGEN 850 Mobile "E"
Customer: Albuquerque Metals, USA
Date: Wednesday, November 30, 2022
Dealer: Sennebogen LLC, USA

Payment terms

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

Warranty:

SENNEBOGEN LLC warrants all machines 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. Extended warranty is available on request.

Validity

The commercial conditions and technical specifications are valid for 60 days after date of quote

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.



MACHINE QUOTATION

Model: SENNEBOGEN 850 Mobile "E"
Customer: Albuquerque Metals, USA
Date: Wednesday, November 30, 2022
Dealer: Sennebogen LLC, USA

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. At 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/CHARGES

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 operating instructions do not constitute warranty. 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 spare 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 setup 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 businessperson 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 there from, or any part thereof, or the application or use of PRODUCTS resulting there from, 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 hereby 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.

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 compel 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.




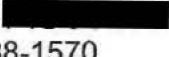
19. CONSTRUCTION OF AGREEMENT

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.

Dear Valued Customer,

Below you will find the Sennebogen LLC banking instructions. Please note that if your company is ever asked to change this detail via email request, we kindly ask that someone from your organization please reach out to Sennebogen LLC direct by phone to confirm the request before doing so.

Fifth Third Wiring Instructions:

Bank name: Fifth Third Bank
Bank Address: 201 N Tryon Street,
Suite 1800, Charlotte, NC 28202
Beneficiary name: Sennebogen LCC
Beneficiary account #: 
Wire Transfers ABA #: 
ACH Payments ABA #: 
SWIFT Code: 
Phone: 704-688-1570

Very Respectfully,

Scott Linker | Sales Administration Manager

slinker@sennebogenllc.com

1957 Sennebogen Trail

Stanley, NC 28164

direct +1 (704) 749 1012

office +1 (704) 347-4910

fax +1 (704) 347-8894

SENNEBOGEN
Thinking Beyond the Machine



INVOICE NO ESA000200-1	INVOICE DATE 12-05-2023
DUE DATE 12-05-2023	

SENNEBOGEN LLC
1957 SENNEBOGEN TRAIL
STANLEY, NC 28164 UNITED STATES
704-347-4910

CUSTOMER NO BP0001437
CUSTOMER PO SQ12012022PW

EQUIPMENT SALES INVOICE

INVOICE TO:

ACME Iron and Metal Company, Inc.
P.O. Box 6605
Albuquerque, NM 87197 UNITED STATES

SHIP TO:

Albuquerque Metal Recycling.
3339 2nd St SW
Albuquerque, NM 87105 UNITED STATES

SALESMAN : Billy Miller
EQUIPMENT ORDER : ESA000200
ORDER DATE : 10-30-2023

DELIVERY TERMS : SENNEBOGEN
PAYMENT TERMS : See Invoice Notes
CARRIER : SENNEBOGEN TRANSPORT

Retailed to:
ACME Iron and Metal Company, Inc.
Albuquerque Metal Recycling.
3339 2nd Street SW
Albuquerque, NM. 87105

Payment terms
Twenty-five (25%) down payment with the purchase order and seventy-five (75%) with invoice of the machine (release for shipping) - All down payments are nonrefundable

MODEL	QTY	UNIT PRICE	TOTAL
EQ0006791 MODEL:850.0 850M MATERIAL HANDLER S/N:850.0.3215 NON-Standard Machine Configuration - SENNEBOGEN 850 M E series * Frequency: 60Hz * Voltage: 480 Volts * Electric Motor: * Motor Rating: 250 kW * Cable: 3 phase * Low temperature package for electric engine Engine Serial #449203/0002H - Electric Motor: - Motor Rating: 250 kW - Voltage: 480 Volts - Frequency: 60Hz - Cable: 3 phase Hydraulic System parts - 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, external teeth swing bearing with removable protection cover - Automatic central lubrication system for upper carriage / Central lubrication system for swi - Manual pinion lubrication system for swing bearing - Fire extinguisher set (1x cab, 1x storage compartment)	1		999,500.00



INVOICE NO ESA000200-1	INVOICE DATE 12-05-2023
DUE DATE 12-05-2023	

SENNEBOGEN LLC
1957 SENNEBOGEN TRAIL
STANLEY, NC 28164 UNITED STATES
704-347-4910

CUSTOMER NO BP0001437
CUSTOMER PO SQ12012022PW

EQUIPMENT SALES INVOICE

- Handrail on top of upper carriage
- Fire extinguisher set(1x cab, 1x storage compartment) brackets installed, extinguisher ship
- Light package consisting of: 2x halogen in cab roof, 2x H4 in frame

Operator's Cab "maxCAB"

- Hydraulic elevating cab system "E270" (elevation:8'10")
- Catwalk with handrail beside cab
- maxCab with sliding door and door window as sliding window, sunshade, floor mat
- Automatic climate control with AC, heater and defroster
- AM/FM radio with MP3/Bluetooth
- SENCON visual and acoustic diagnostic system for monitoring all essential machine functi
- Air suspended and adjustable operator's seat incl. armrests, seat heater, headrest, seat b
- Skylight of bullet proof glass
- Protection guard for skylight
- Windshield of bullet proof glass (fixed / no tilt out)
- Front protection guard for front windshield
- Additional Light Package 4 consisting of: 1x LED light at cab backwards
- One Rotating Beacon at the cab
- Operator's & Maintenance manual incl. hydraulic & electric schematics (1x print / 1x FD) s
- Spare Parts catalogue (1x print / 1x FD) shipped seperate to dealer

Working Equipment

- K17 - reach 56'6" / purpose built material handling working equipment (Boom Position I)
- straight boom 35' 5", with end stop monitoring system and limit switches
- straight stick 24'7", 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
- Additional Light Package consisting of: 1x at boom, 2x at stick

Under Carriage

- Rubber tired under carriage MP50E with 4-point outriggers
- Automatic unlock of oscillating axle if upper carriage in longitudinal direction to under carri
- Solid rubber tires 14.00-24 (8 units) inclusive intermediate protection ring
- Steering via joy-stick
- All wheel drive via variable hydraulic motor with 2-stage shift transmission
- Protection guard for hydraulic drive motors
- 2-circuit servo brake system with additional safety brake
- Centralized lubrication points (front & rear) for lubrication of under carriage components
- Audible travel alarm while driving machine (forward & backward)
- Tool box w/ basic tools, stick pin, grease gun, wheel chock, green and gray touch up paint

Customer Deposit \$248,875.00 (paid) (New balance w	1	-248,875.00	-248,875.00
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Payment terms:

Twenty-five (25%) down payment
of \$248,875.00 (Paid)
with the purchase order and
seventy-five (75%) \$750,625.00
with invoice of the machine

All down payments are nonrefundable

Miscellaneous Charge	1	-131.12	-131.12
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"Accidental charge on the Parts for \$131.12 (New users using new System)
This line is to cancel out the charge of the parts (FIRE EXTINGUISHERS).
Total Invoice value is correct."

11340	Fire Extinguisher (10Lb)	1	82.06	82.06
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DISCOUNT (35%)				-44.19
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Down Payment



INVOICE NO ESA000200-1	INVOICE DATE 12-05-2023
DUE DATE 12-05-2023	

SENNEBOGEN LLC
1957 SENNEBOGEN TRAIL
STANLEY, NC 28164 UNITED STATES
704-347-4910

CUSTOMER NO BP0001437
CUSTOMER PO SQ12012022PW

EQUIPMENT SALES INVOICE

MODEL		QTY	UNIT PRICE	TOTAL
10914	Fire Extinguisher (5Lb)	1	49.06	49.06
DISCOUNT (35%)				-26.41
Transport from Galveston to Albuquerque (ref SIM-396)		1	26,125.00	26,125.00

TOTAL PRICE	1,025,826.72
TOTAL DISCOUNT	- 70.60
MISC CHARGES	-249,006.12
TOTAL AMOUNT (USD)	776,750.00

Final Invoice

Final Payment

Wire Transfer

DWR-00633793 - ACME IRON AND METAL CO
(NM93377)



Sunflower Bank
First National 1870

First National 1870, a division of Sunflower Bank, N.A.

Wire Details

Transaction Number DWR-00633793
Recurring Frequency One-Time Payment
Amount USD 248,875.00
Debit Account [REDACTED] - Checking (ACME OPERATING) - Sunflower Bank [REDACTED]
Notify Initiator Options Pending Actions: Notify via EMAIL
Pending Release: Notify via EMAIL
System Events: Notify via EMAIL
Complete - Unsuccessful: Notify via EMAIL
Complete - Successful: Notify via EMAIL
Early Action Taken: Notify via EMAIL
Early Action Removed: Notify via EMAIL
Expired: Notify via EMAIL
Payment Date 12/01/2022

Tracking number

Allen: Neal Built
Dan
12-1-2022
11:00 AM

Originator Information

Originator Name ACME IRON AND METAL CO
Originator Address 1 6144 2ND ST NW
Originator Address 2 ALBUQUERQUE, NM 87107 US
Originator Address 3

G.L. Required

Expense: R&M AMR
Experimental Equipment for Side today.

Beneficiary / Payee Information

Name Sennebogen LCC
Beneficiary ID Type Account Number
Beneficiary ID [REDACTED]
Address 1 1957 Sennebogen Trail
Address 2 Stanley, NC 28164 USA
Address 3
Beneficiary Country US
Contact Name Paul Wynn
Phone Number 5053066777

Beneficiary Bank Information

Name FIFTH THIRD BANK, NATIONAL
Beneficiary Bank ID Type Fed ABA
Beneficiary Bank ID [REDACTED]
Address 1
Address 2
Address 3
Int'l Routing Number
Beneficiary Bank Country US

Additional Reference Information

Purpose Of Payment Per Quotation

Additional Information For Beneficiary Altn: Scott Linker, Neal Built fr: Acme Iron and Metal Co Senn 850 Mobile K17 E 25% dwn pymt

Status History

Timestamp	Status	Initiator	Description
Dec 1, 2022 10:29:00 AM MST	Created	NM93377 / DSTANLEY (DAN STANLEY)	Wire Created.

5/31/24

M56944

Sennebogen LLC

\$776,750.00

ESA000200-1

5/1/24

,776,750.00

776,750.00

0.00

0.00

ACME IRON & METAL COMPANY, INC.

M 56944

ESA000200-1

5/1/24

776,750.00

776,750.00

5/31/24

M56944

Sennebogen LLC

\$776,750.00

PRODUCT # LMP115

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

ACME IRON & METAL COMPANY, INC.
ALBUQUERQUE METAL RECYCLING OP ACCT
P.O. BOX 6605
ALBUQUERQUE, NEW MEXICO 87197
(505) 345-2457

First National 1870
a division of Sunflower Bank, N.A.
83-62/1011

M 56944

FRAUDARMOR

Check Number M56944

DATE:
May 31, 2024

AMOUNT
\$776,750.00

Memo:

PAY: Seven Hundred Seventy-Six Thousand Seven Hundred Fifty and 00/100 Dollars

VOID 30 days from Ck Date

TO THE
ORDER
OF:

Sennebogen LLC
1957 Sennebogen Trail
Stanley, NC 28164
United States



AUTHORIZED SIGNATURE

NP

1957 Sennebogen Trail
Stanley, North Carolina 28164, USA

Phone: +1 (704) 347- 4910

Fax: +1 (704) 347-8894

Email: sadmin@sennebogenllc.com

Website: www.sennebogen-na.com

ACME Iron and Metal Company Inc
P.O. Box 6605
Albuquerque, NM 87197
Mr. Dan Stanley

Dear Mr.Stanley,

This letter is to officially confirm to ACME Iron and Metal Company Inc the final payment due to Sennebogen LLC for machine serial number 850.0.3215 is \$776,750.00. This amount is now stated on revised invoice ESA000200-1, also included with this letter. The revised amount is the total of the original invoice mentioned (ESA000200-1 at \$750,625.00) plus a transport charge addition of \$26,125.00 as noted on our internal invoice SIM-396 provided to you in a separate email dated 05/29/2024. This new invoice total will be the final total due for machine 850.0.3215 and no other revisions will be made.

I want to thank you again for your business and help with getting this finalized.



Scott Linker

Scott Linker
Sales Administration Manager

05/29/2024

Date

REQUEST FOR PAYMENT

From: **Bixby Electric, Inc.**
521 Wheeler Ave. SE
Albuquerque, NM 87102

To: **Albuquerque Metal Recycling**
3329 2nd Street ST SW
Albuquerque, NM 87105

Invoice: 2000012170
Draw: CC2308000007
Invoice date: 01/23/24
Period ending date: 1/25/2024

Request for payment:

Original contract amount \$ 199,204.00
Approved changes \$ -
Revised contract amount \$ 199,204.00

Contract completed to date \$ 199,204.00
Add-ons to date \$ -
Taxes to date \$ -
Less retainage \$ -
Total completed less retainage \$ 199,204.00
Less previous requests \$ 184,386.60
Current request for payment \$ 14,817.40

Current billing \$ 14,817.40
Current additional charges \$ -
Current tax \$ -
Less current retainage \$ -

Current amount due \$ 14,817.40

Remaining contract to bill \$ -

Project: Recovermax Fines Building ABQ METALS

Contract date:

Arch / Engineer:

Owner:

General Contractor:

APPROVALS	Name	Signature
General Contractor:		
A / E		
Owner		

CHANGE ORDER SUMMARY	Additions	Deductions
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGE by Change Order	\$ -	\$ -

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Chevron Technology Ventures relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR:

By: _____

1/23/2024

Date: __

State Of New Mexico

Subscribed and sworn to before me this 23rd day of January, 2024

Notary Public
My commission expires:

1/13/2027

STATE OF NEW MEXICO
NOTARY PUBLIC
JACLYN FORT
COMMISSION NUMBER 1013448
EXPIRATION DATE 01-13-2027

REQUEST FOR PAYMENT DETAIL

Project: Recovermax Fines Building ABQ METALS

Invoice: 2000012170

Draw: ;C2308000007

Period Ending Date: 01/25/24

Detail Page 2 of 2

[illegible]

Subtotal Original Contract		\$ 199,204.00		\$ 184,386.60		\$ 14,817.40		\$ 199,204.00	\$ -
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Change Orders		CONTRACTED				PREVIOUS		CURRENT		TOTAL TO DATE		Amount To Finish
Item ID	Description	Bid Quantity	Unit	Unit Price	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	
				\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
				\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
				\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -
				\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -

Subtotal Change Orders		\$	-		\$	-		\$	-		\$	-		\$	-
------------------------	--	----	---	--	----	---	--	----	---	--	----	---	--	----	---

Total Contract		\$ 199,204.00		\$ 184,386.60		\$ 14,817.40		\$ 199,204.00	\$ -
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NMGRT			\$ -		\$ -		\$ -		\$ -		\$ -
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Grand Total		\$ 199,204.00		\$ 184,386.60		\$ 14,817.40		\$ 199,204.00	\$ -
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9/6/23 M54509 Bixby Electric Inc. \$39,162.68

2000011871 8/1/23 , 39,162.68 39,162.68

0.00

0.00

2000011871 8/1/23 39,162.68 39,162.68

9/6/23 M54509 Bixby Electric Inc. \$39,162.68

Check Number M54509

Sep 6, 2023 \$39,162.68

Memo:

Thirty-Nine Thousand One Hundred Sixty-Two and 68/100 Dollars

VOID 30 days from Ck Date

Bixby Electric Inc.
521 Wheeler Ave. SE
Albuquerque, NM 87102



2/2/24 M55880 Bixby Electric Inc. \$15,372.94

2000012170	1/23/24	, 14,817.40	14,817.40
SC23202.1	1/25/24	555.54	555.54

0.00

0.00

2000012170	1/23/24	14,817.40	14,817.40
SC23202.1	1/25/24	555.54	555.54


2/2/24 M55880 Bixby Electric Inc. \$15,372.94

Memo: Check Number M55880 Feb 2, 2024 \$15,372.94

Fifteen Thousand Three Hundred Seventy-Two and 94/100 Dollars

VOID 30 days from Ck Date

Bixby Electric Inc.
521 Wheeler Ave. SE
Albuquerque, NM 87102



12/1/23	M55331	Bixby Electric Inc.		\$44,515.10
2000012055		11/20/23	, 44,515.10	44,515.10

0.00

0.00

2000012055		11/20/23	44,515.10	44,515.10
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12/1/23	M55331	Bixby Electric Inc.		\$44,515.10
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Check Number M55331

Memo:	Dec 1, 2023	\$44,515.10
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Forty-Four Thousand Five Hundred Fifteen and 10/100 Dollars

VOID 30 days from Ck Date

Bixby Electric Inc.
521 Wheeler Ave. SE
Albuquerque, NM 87102



10/27/23	M54922	Bixby Electric Inc.		\$60,189.10
200011954		10/1/23	, 17,380.60	17,380.60
2000012017		10/20/23	42,808.50	42,808.50

0.00

0.00

200011954	10/1/23	17,380.60	17,380.60
2000012017	10/20/23	42,808.50	42,808.50

10/27/23	M54922	Bixby Electric Inc.	\$60,189.10
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Check Number M54922

Oct 27, 2023 \$60,189.10

Memo:

Sixty Thousand One Hundred Eighty-Nine and 10/100 Dollars

VOID 30 days from Ck Date

Bixby Electric Inc.
521 Wheeler Ave. SE
Albuquerque, NM 87102



9/1/23 M54455 Bixby Electric Inc. \$40,519.72

200011906 8/18/23 , 40,519.72 40,519.72

0.00

0.00

200011906 8/18/23 40,519.72 40,519.72

9/1/23 M54455 Bixby Electric Inc. \$40,519.72

Check Number M54455 Sep 1, 2023 \$40,519.72

Memo: Forty Thousand Five Hundred Nineteen and 72/100 Dollars

VOID 30 days from Ck Date

Bixby Electric Inc.
521 Wheeler Ave. SE
Albuquerque, NM 87102



4/5/24	M56513	McDade-Woodcock, Inc.		\$96,421.54
4060-001		3/22/24	, 24,336.17	24,336.17
4060-002		3/22/24	72,085.37	72,085.37

0.00

0.00

4060-001		3/22/24	24,336.17	24,336.17
4060-002		3/22/24	72,085.37	72,085.37

4/5/24	M56513	McDade-Woodcock, Inc.	\$96,421.54
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Check Number M56513

Apr 5, 2024 \$96,421.54

Memo:

Ninety-Six Thousand Four Hundred Twenty-One and 54/100 Dollars

VOID 30 days from Ck Date

McDade-Woodcock, Inc.
P.O. Box 11592
Albuquerque, NM 87192





McDade-Woodcock, Inc.

P.O. Box 11592
Albuquerque, NM 87192
Phone (505) 884-0155 Fax (505) 884-6073

Invoice

DATE: March 22, 2024

JOB: 4060

Invoice : 4060-001

PO # 02262024RAS

Mill Crane

To: Albuquerque Metal Recycling

3339 2nd Street

Albuquerque, NM 87105

Email: richardscroggins@acmeironandmetal.com

LINE	DESCRIPTION - Claw Power Cable	AMOUNT
1	Furnish and install 167' of 3c#500 cable and connectors	22,612.00
2		
3		
4		
5		
	for electric crane	
	SUBTOTAL	22,612.00
	Tax 7.6250%	1,724.17
	TOTAL	\$ 24,336.17



McDade-Woodcock, Inc.

Invoice

P.O. Box 11592
Albuquerque, NM 87192
Phone (505) 884-0155 Fax (505) 884-6073

DATE: March 22, 2024

JOB: 4060

Invoice : 4060-002

PO # 12132023RAS

Power Conduits

To: Albuquerque Metal Recycling

3339 2nd Street

Albuquerque, NM 87105

Email: richardscroggins@acmeironandmetal.com

LINE	DESCRIPTION - Claw Power Feeders	AMOUNT
1	Furnish and install conduit, wire, 600a/3P breaker, junction	66,978.28
2	junction boxes for underground power	
3		
4		
5		
	Breaker, J Boxes & conduit, underground for Electric cranes, with wiring from Breaker to J Box for Electric cranes, electrical cord to connect into. Approved by Kardon	
	SUBTOTAL	66,978.28
	Tax 7.6250%	5,107.09
	TOTAL	\$ 72,085.37

SENNEBOGEN®

114546

Model / Type

850

Product Identification Number

850.0.3215

www.sennebogen.de

SENNEBOGEN Maschinenfabrik GmbH • Hebbelstrasse 30 • D-94315 Straubing
Made in Germany





CCXG

MHL 350 SERIE A

3501100232

34567

1667

00081

3331

120

COLLIERMAN

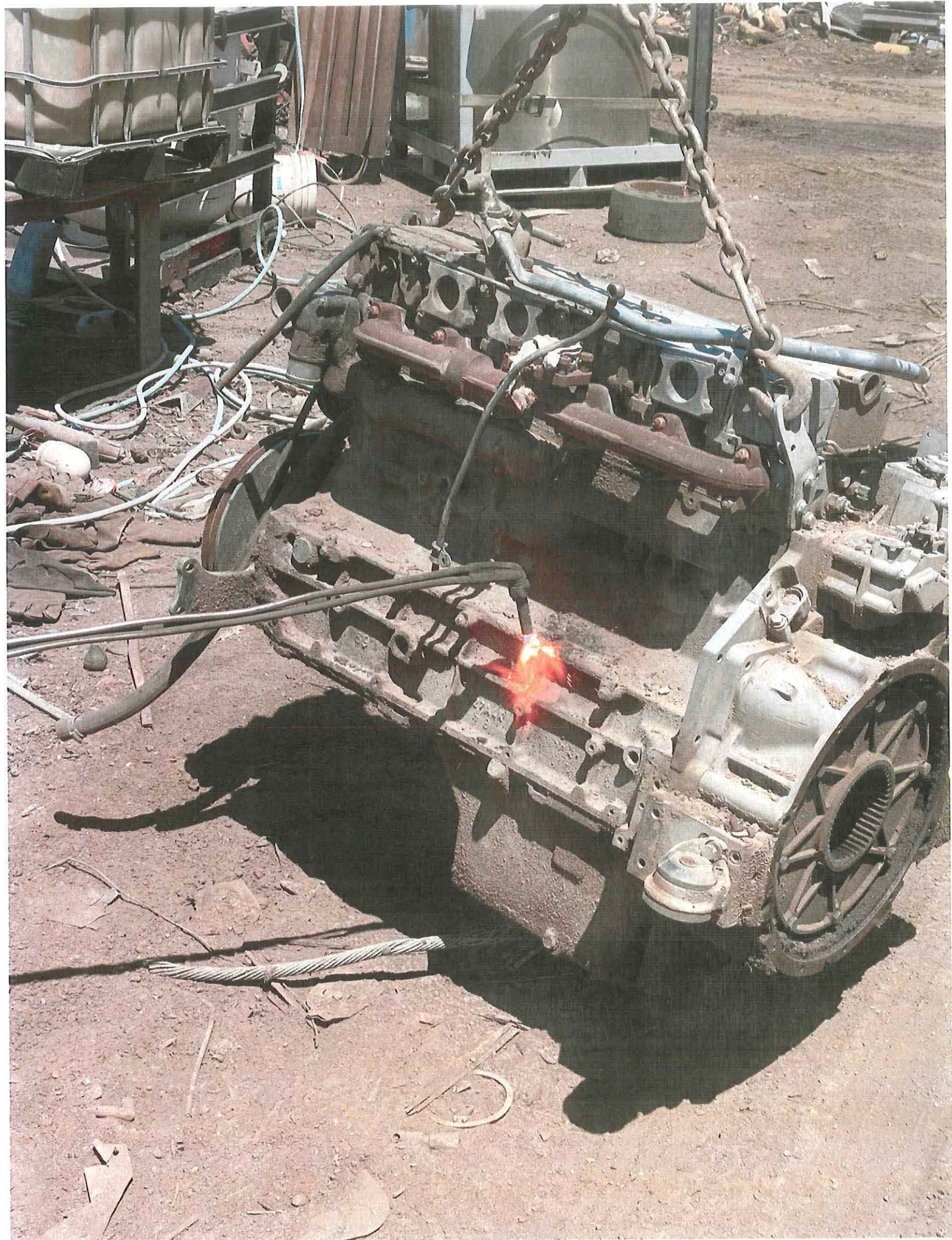


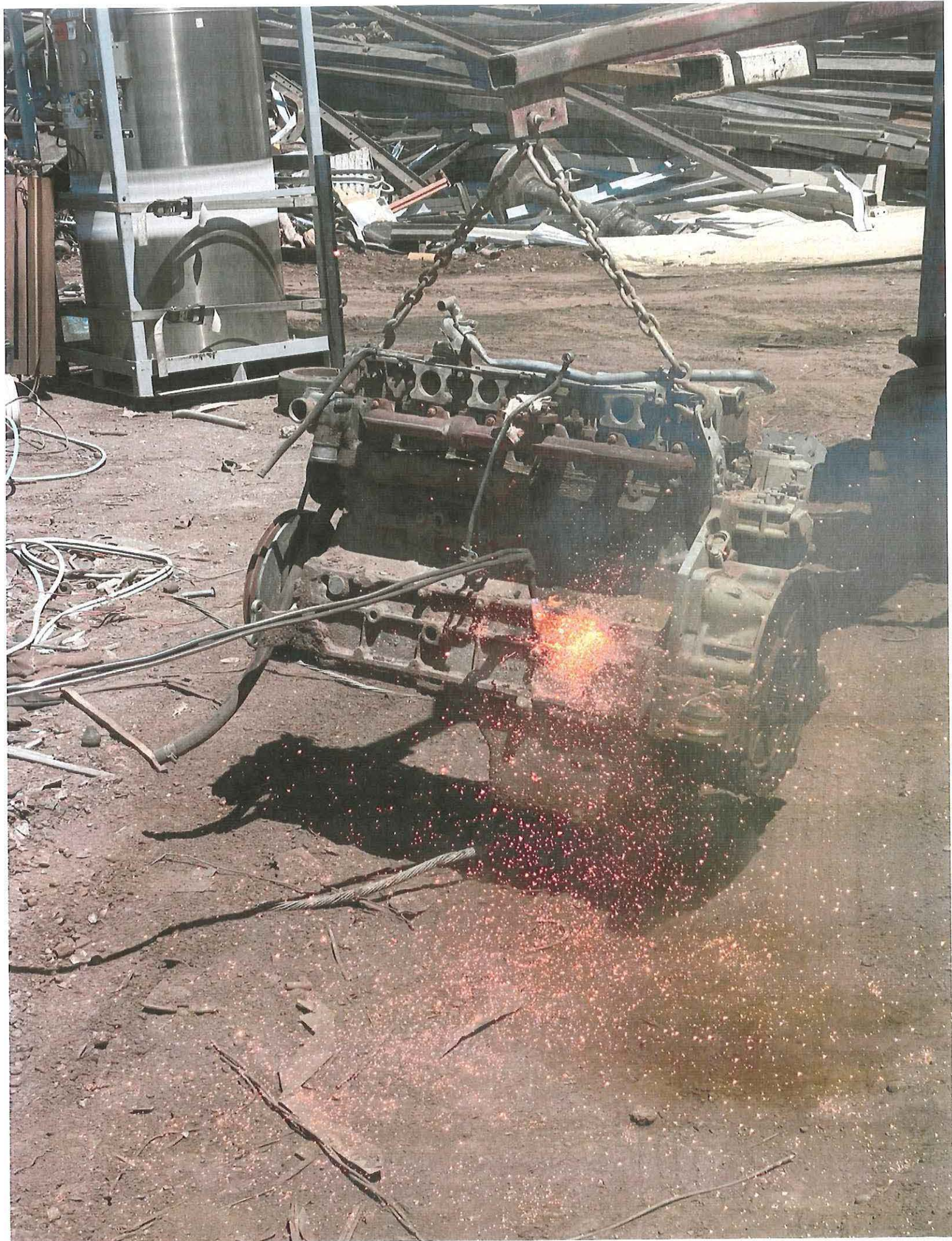














2023-2024 Diesel Emissions Reduction Act (DERA) State Grants
Sample Scrappage Statement

EPA Grant ID#:

Vehicle make: **Fuch MHL 350**

Vehicle model: **350**

Vehicle model year: **1997**

VIN: **3501100232**

Odometer/usage meter reading:

Engine make: **Deutch**

Engine model: **6 cylinder**

Engine model year: **1997**

Engine horsepower: **250 HP**

Engine ID or serial number:

4-2-2024

I certify that on ____ (insert date) ____, the above engine and chassis were permanently disabled. Disabling the engine consisted of drilling a three-inch hole in the engine block or some other approved scrappage method. Disabling the chassis consisted 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 or some other approved scrappage method. The following required digital photos of the disabled engine and chassis are attached: Side profile of the vehicle, prior to disabling; VIN tag or equipment serial number; Engine label (showing serial number, engine family number, and engine model year); Engine block, prior to hole; Engine block, after hole; and Cut frame rails.

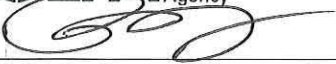
EPA Grantee/Subgrantee Authorized Representative (Print Name)

EPA Grantee/Subgrantee Authorized Representative (Signature) Date

Vehicle owner's name and address:

Acme IRON & METAL
6142 2ND STREET NW
ALBUQUERQUE, NM
87107

June 2023



Vehicle Owner (Signature)

5/31/2024
Date

Dismantler/Scraper name and address:



Dismantler/Scraper (Signature)

4-2-2024
Date

FISCAL YEAR 2018**STATE CLEAN DIESEL GRANT PROGRAM****WORK PLAN AND BUDGET NARRATIVE TEMPLATE**

INSTRUCTIONS: States and territories applying for FY 2018 DERA State Clean Diesel Grant Program funding must use this template to prepare their Work Plan and Budget Narrative.

Please refer to the FY 2017-2018 STATE CLEAN DIESEL PROGRAM INFORMATION GUIDE for full Program details, eligibility criteria and funding restrictions, and application instructions.

SUMMARY PAGE

Project Title: New Mexico Clean Diesel Program

Project Manager and Contact Information

Organization Name: New Mexico Environment Department

Project Manager: Neal Butt

Mailing Address: New Mexico Environment Department Air Quality Bureau 525 Camino de los Marquez, Suite 1 Santa Fe, NM 87505

Phone: (505) 629-2972

Fax: 505-476-4375

Email: neal.butt@state.nm.us

Project Budget Overview:

	FY 2017*	FY 2018
EPA Base Allocation	\$N/A	\$274,691
State or Territory Matching Funds (if applicable)	\$	\$274,691 (VW)
EPA Match Incentive (if applicable)	\$	\$137,346
Mandatory Cost-Share	\$	TBD
TOTAL Project	\$	\$686,728

*FY 2017 budget is only for states and territories with open FY 2017 State DERA grants

Project Period

October 1, 2018 – September 30, 2023. On 3/19/19, the AQB requested a no-cost time extension for the DERA FY17-FY18 state allocation from EPA, which was approved on 3/25/19. On 7/31/20, the AQB requested an additional no-cost time extension for the DERA FY17-FY18 state allocation from EPA, which was approved on 8/3/20. On 3/30/21, the AQB requested an additional no-cost time extension for the DERA FY17-18 state allocation from EPA, which was approved on 3/30/21. The AQB is requesting a no-cost time extension for the DERA FY17-18 state allocation to extend the Project Period until September 30, 2023.

Summary Statement

The mission of the New Mexico Environment Department's Air Quality Bureau (AQB) is to “Protect the inhabitants and natural beauty of New Mexico by preventing the deterioration of air

quality.” Reducing harmful emissions generated from heavy-duty diesel-fueled vehicles is a progressive step towards upholding the mission of the AQB.

DERA funds afford the State of New Mexico the opportunity to address and reduce harmful emissions generated from heavy-duty diesel-fueled trucks. The AQB has successfully implemented a variety of diesel emission reduction projects throughout the state, enhancing air quality and the quality of the lives of the residents that are regularly exposed to the harmful emissions emitted from diesel-fueled vehicles.

The AQB proposes to select candidate fleet(s) for early vehicle replacement projects in areas that suffer from impaired air quality, high concentrations of diesel vehicle emissions, near and adjacent to Class I areas, and are Environmental Justice areas. Selected early vehicle replacement projects will partially fund the replacement of one or more older, heavy-duty diesel-fueled vehicles and replace it with those that meet the most current emission standards for on-road and non-road diesel-fueled vehicles or those that use alternative fuels such as compressed natural gas. Selected early vehicle replacement projects will meet the requirements as outlined in the program guide. The project(s) will be thoroughly documented, and the older vehicles will be disabled according to the program guide.

The New Mexico Clean Diesel website can be found at: <https://www.env.nm.gov/air-quality/diesel/>

SCOPE OF WORK

State Goals and Priorities:

The AQB has jurisdiction over air quality within the State except for tribal lands and Bernalillo County. The mission of the AQB is to protect the inhabitants and natural beauty of New Mexico by preventing the deterioration of air quality. The AQB is responsible for enforcing the National Ambient Air Quality Standards. Regulatory authority comes from the New Mexico Environmental Improvement Act, Air Quality Control Act, and our EPA-approved State Implementation Plan (SIP). The New Mexico Clean Diesel Program (NMCDP) supports the mission of the AQB by reducing diesel emissions generated by on-road and non-road diesel engines.

With the longevity, popularity and need for diesel-fueled trucks, emissions generated from diesel-fueled vehicles continue to be a growing concern, especially in those areas that are disproportionally affected by diesel fleets. DERA funds have afforded the State of New Mexico

the opportunity to address the harmful emissions generated from diesel-fueled on-road and non-road vehicles, supporting the AQB's mission.

The State will select projects that will reduce or eliminate emissions associated with diesel-fueled on-road and non-road sources, focusing on the most cost-effective projects that will maximize emission reductions. The following list indicates the State's overall goals utilizing the DERA funds. This list is not meant to be inclusive. The State may consider other qualifications and factors when selecting projects for funding.

1. Focus on funding projects that repower or replace older diesel-fueled vehicles and engines.
2. Focus on vehicles, engines, and equipment operating or located in or near areas that bear a disproportionate share of the air pollution burden (priority areas), such as:
 - a. Distribution centers;
 - b. Fleet yards, to include school bus fleets;
 - c. Truck stops;
 - d. Major roadways/highways;
 - e. Multimodal centers;
 - f. Ports;
 - g. Rail and bus terminals;
 - h. Airports; and
 - i. Environmental justice areas.
3. Prioritize projects located in or near areas that are in nonattainment of National Ambient Air Quality Standards (NAAQS) for ozone, particulate matter (PM), or nitrogen dioxide (NO₂).
4. Focus on projects located in areas with high population density and high traffic density. In New Mexico, areas of high population density are often the areas with the poorest air quality.

While priority will be given to the areas mentioned above, the AQB will also implement diesel emission reduction projects in other areas within the state allowing other communities to benefit from diesel emissions reductions on local fleets as funds allow.

New Mexico is considered a freight bridge state that is subject to high volumes of diesel truck and rail traffic. Along with the high volume of truck traffic that passes through the state daily, there is the needed infrastructure, truck stops, rail fueling facilities, and distribution centers, to support heavy-duty diesel-fueled vehicles as they pass through the state. There are three major interstate highways, several U.S. highways, and several railroad lines that traverse the state. Disproportionally affected residents often reside near and adjacent to areas that are heavily impacted by diesel emissions.

New Mexico is known for its blue skies and scenic vistas, with the majority of the state having clean air. However, there are areas of concern within the state that will receive priority for project funding, including the following:

San Juan County is a 5,500-square-mile county in the northwest corner of New Mexico with a population of 130,044 (2010 census, U.S. Census Bureau). In recent years, monitoring conducted in San Juan County by the AQB has recorded levels of ozone that have come close to, but not yet exceeded, the National Ambient Air Quality Standard (NAAQS) for ozone. San Juan County is near several Class I areas and is adjacent to the Navajo Nation, Southern Ute Indian Tribe, Ute Mountain Ute, and Jicarilla Apache Nation reservations. This region has a history of elevated levels of ground-level ozone and impaired visibility. Oil and gas production and coal-fired power plants generate air pollution that contributes to the elevated ozone design value. Specific concerns include exceedances of the ozone NAAQS, Prevention of Significant Deterioration (PSD) increment consumption, degradation of visibility, and increased deposition.

Along with the oil and gas industry and power plants in the area, there is also heavy truck traffic on the arterial highways that lead through San Juan County and the cities of Farmington, Aztec, and Bloomfield. With the increasing popularity of both light- and heavy-duty diesel-fueled vehicles used for commercial and personal use, diesel exhaust emissions are likely to increase in this area contributing to the further degradation of air quality in this area.

The City of Albuquerque (ABQ), the largest city in New Mexico, is located in Bernalillo County. Bernalillo County has a population of approximately 674,221 (2010 census, U.S. Census Bureau). ABQ is located at the intersection of Interstate 40 and Interstate 25. Interstate 40 is a thoroughfare for the east-west transport of goods through the state and Interstate 25 is a major North America Free Trade Agreement (NAFTA) thoroughfare. As the largest city in the state and its location at the intersection of two major thoroughfares, ABQ is a hub for freight fleets, distributions centers and several large truck stops. There is one international airport and two rail lines located within the city. The Rail Runner Express has approximately 22 north and south bound trains running daily through ABQ during the work week. Transportation infrastructure contributes to sources of emissions generated by heavy-duty diesel-fueled vehicles. Growth in freight demand (both within and outside of New Mexico) continues to add more trucks to these corridors.

Doña Ana County encompasses 3,804-square-miles in the south-central section of New Mexico with an estimated population of 209,233 (2010 census, U.S. Census Bureau). This region of the state has historically had air quality problems, including particulate matter and ozone pollution. There are two areas designated as nonattainment, one nonattainment area for particulate matter 10 microns or less in size (PM₁₀) in the town of Anthony, NM and one area located in Sunland Park for nonattainment of ozone.

Doña Ana County's population is greater than 65% Hispanic, with approximately 25% of the county residents living below the poverty level. Interstate 10 intersects with the southern terminus of I-25 in Doña Ana County. I-10 is a thoroughfare for the east-west transport of goods and I-25 is a major North America Free Trade Agreement (NAFTA) thoroughfare. There is a major east/west Class I rail line that passes through the southern part of Dona Anna County, including the southern part of the nonattainment area in Sunland Park. Up to 200 trains may pass through this area each day. An intermodal facility services the rail line.

Other areas of concern in the state are those where the ozone design value is within 95 percent of the ozone standard, such as the ozone monitors located in San Juan, Eddy, Lea, Rio Arriba, Sandoval, Valencia and Dona Aña counties. Eddy County has one Class I area, Carlsbad Caverns, located within the county and one Class-I area, Guadalupe Mountains National Park, adjacent to the county's southern border. In addition to the heavy presence of the oil and gas industry in Lea and Eddy counties, there is heavy truck traffic on the arterial highways that lead throughout the counties.

Doña Ana, Luna and Valencia Counties are listed in the EPA's 2018 National Priority List for counties and areas where all or part of the population is exposed to more than 2.0 µg/m³ of diesel particulate matter emissions in the 2011 National Scale Air Toxics Assessment.

Vehicles and Technologies:

The focus of the New Mexico Clean Diesel Program (NMCDP) will be, but is not limited to, partial funding of early vehicle replacement projects. Early vehicle replacement projects have been popular and successful within the state. It is common practice for fleets to keep vehicles in service for up to 15 years or more, depending on the current economic status of the applicable fleet(s), making early vehicle replacement projects cost effective while maximizing the longevity of the emission reductions. The NMCDP will give priority to those areas impacted by impaired air quality, located in areas highly impacted by diesel vehicles, and economically disadvantaged areas. Early vehicle replacement projects will consist of replacing older diesel-fueled vehicles with newer vehicles that meet the most current emission standards for heavy-duty diesel-fueled vehicle(s). Consideration will also be given to those projects that implement alternative fuel or hybrid vehicles. Projects that propose retrofits and idle reduction projects will also be considered as funding and interest allows. As funds become available, the AQB will continue to address other diesel-fueled fleets throughout the state.

Only vehicles that have a minimum remaining life of three years in the fleet will qualify for the early vehicle replacement program. Once the AQB has selected target fleets, and the grantee(s) take delivery of the new vehicles, the AQB will document the new vehicle(s) and old vehicle(s) pre- and post-disabling as per the requirements of the program. Once the project(s) have been completed, the NMED will send out a press release announcing the project.

Diesel emission reduction projects have profound and immediate effects on air quality within the state, ensuring and improving the quality of life for residents. This community investment from diesel emission reduction projects has immediate results and has a large payoff for sensitive populations that are regularly impacted by diesel emissions.

The AQB has successfully utilized DERA funding for the following projects:

- DOC/CCV retrofit project on the Farmington Municipal School District bus fleet, San Juan County (SJC);
- Idle reduction projects on the Central Consolidated school district in SJC, Gallup/McKinley in McKinley County and the Bloomfield School in SJC Districts' bus fleets;

- Partial funding for an early on-road vehicle replacement for Taos County in Taos County;
- Partial funding for an early off-road vehicle replacement for the City of Deming in Luna County;
- Funding to the New Mexico Association of Food Banks in Bernalillo County for low rolling resistance tires, aerodynamic fairings, and trailer refrigeration unit dock electrification;
- Partial funding for two early vehicle replacement projects for the City of Santa Fe, Santa Fe County; and
- Partial funding for five early school bus replacements for the Albuquerque Public School District in Bernalillo County.

Funding that is not expended through early vehicle replacement(s) will be directed towards other EPA-approved diesel emission reduction projects. Retrofit equipment will only be installed on vehicles that have a life expectancy that can maximize emission reduction benefits. Selected fleets will be retrofitted with emission reduction equipment, taking into consideration emission reduction benefits, cost effectiveness and remaining life in the fleet. Only EPA/CARB verified retrofit equipment will be used.

Roles and Responsibilities:

The AQB will follow state procedures for the selection of projects and distribution of the state allocation for private and public fleets.

The AQB is the agency responsible for the distribution of the FY-18 DERA funding. Disbursement of funding will be in the form of reimbursements for projects completed following guidelines set forth in the State Clean Diesel Program Guide and State procedures for the distribution of the State allocation. The grantee(s) must follow State procurement procedures for the purchase of the new vehicle(s). The grantee(s) will be responsible for the initial procurement of any replacement vehicles and procurement and installation of eligible diesel retrofit equipment. Reimbursement payments to the grantee(s) will only be made once the projects have been completed, the AQB has thoroughly documented all aspects of the projects, and the proper financial documents have been submitted to the AQB.

Timelines and Milestones:

Activity	Anticipated Start Date*	Comments
Initiate RFP/Application process	Date of award	This date is dependent on the date that the AQB receives notice of award.
Select fleet	First quarter after the notice of award.	The NMED will send out an announcement for the availability of the DERA state allocation.

Project implementation	Second and third quarters after award.	This time frame will allow the NMED to draft grant agreements and get signatures.
Project completion	September 30, 2023	Projects must be completed by this date including all documentation needed for reimbursement. On 3/19/19, the AQB requested a no-cost time extension for the DERA FY17-FY18 state allocation from EPA, which was approved on 3/25/19. On 7/31/20, the AQB requested an additional no-cost time extension for the DERA FY17-FY18 state allocation from EPA, which was approved on 8/3/20. On 3/30/21, the AQB requested an additional no-cost time extension for the DERA FY17-18 state allocation from EPA, which was approved on 3/30/21.
*Anticipated date of award is October 1, 2018.		

Program Priorities:

1. The New Mexico Clean Diesel Program (NMCDP) focuses on the reduction of diesel exhaust to reduce the level of emissions to which the residents of New Mexico, especially children and the elderly, are exposed. Early vehicle replacement projects will have profound, immediate and lasting results in protecting sensitive populations from harmful pollutants that can exacerbate asthma and other respiratory symptoms. The reduction of diesel exhaust and reduced exposure to these pollutants will result in fewer hospital visits and missed school and workdays due to respiratory ailments. This project gives New Mexico another opportunity to ensure the health and well-being of its residents, allowing them to live full and productive lives.
2. Cost effectiveness is influenced by such factors as vehicle age, remaining vehicle life and vehicle usage. The EPA Diesel Emissions Quantifier will be used as a guide for cost effective options for emissions reductions. While cost effectiveness will be a key factor in considering the appropriate emissions reduction technology, other factors will be taken into consideration including the life expectancy and availability of the technology, the complexity of installation, required maintenance, durability and the needs of the target fleet. The preferred options for this grant allocation include, but are not limited to, the partial funding of eligible early vehicle replacement projects. Table I lists the lifetime emission reductions that can be expected and health benefits in dollars per ton.
3. The NMCDP will prioritize diesel emission reduction projects located in areas with poor air quality, areas with fleets that routinely service residential areas, and/or are located in economically disadvantaged areas.

4. The focus of this program will be areas in New Mexico with compromised air quality, near Class I areas, and/or located in areas of maximum populations. These cities also include a significant percentage of the diesel fleet activities in New Mexico, including major truck thoroughfares, truck stops, rail yards, shipping terminals and distribution centers. However, as interest arises in the program, projects will be implemented throughout New Mexico.
5. EPA/ CARB-verified and certified technologies will be used. School bus replacements, solid waste truck replacements, Diesel Oxidation Catalysts (DOCs), diesel fueled direct fired heaters (DFH) aka Fuel Operated Heaters), and auxiliary power units and generator sets (APUs/GS) will be used for emission reduction projects. These technologies have been deployed on numerous projects throughout the country and have proven to be reliable and effective emission reduction technologies.
6. The approximate life expectancy of city/county vehicles is 12 years, but considering the current economic situation, service life may be extended. The expected life span of the other retrofit technologies is 8-10 years. Any additional retrofit equipment will only be installed on those fleet vehicles that have a life expectancy that maximizes emission reduction benefits. Idle reduction equipment will only be installed on vehicles that can maximize emission reduction benefits.

EPA's Strategic Plan and Anticipated Outcomes/Outputs:

With the use of FY-18 DERA funding, the NMCDP will have profound and immediate effects reducing air pollution associated with heavy-duty diesel-fueled vehicles not only reducing the impacts on the residents of the state that are regularly exposed to the harmful emissions, but those that are at greatest risk such as the elderly, children, and the economically disadvantaged that reside near or adjacent to sources of diesel emission. The projects funded under this award will support EPA's FY 2018-22 Strategic Plan, Objective 1,1, *Improve Air Quality*, thus improving all quality of life for the residents through the reduction of emissions generated by heavy-duty diesel-fueled vehicles.

Outcomes:

The anticipated lifetime emissions reductions for hypothetical projects were estimated using the U.S. EPA's Diesel Emissions Quantifier. The AQB estimated that the FY-18 State DERA allocation could potentially partially fund sixteen vehicles. Table I provides the anticipated type of vehicle and associated estimated lifetime emission reductions and annual health cost benefits.

Table I – Anticipated Lifetime Emissions Reduced in tons:

Vehicle Type	Number of Vehicles	NO _x	PM2.5	HC	CO	CO ₂	Fuel
CNG Refuse Hauler	4	12.861	1.074	0.914	3.855	0	0
Class 6-7 Vehicles	5	9.098	0.816	1.249	4.594	0	0

School Buses	7	7.798	0.699	1.07	3.938	0	0
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The AQB has implemented several successful diesel emissions reduction projects on a variety of fleets throughout New Mexico. This project like the previous ones, once implemented, will continue to act as a prototype for other diesel retrofit projects throughout New Mexico. Through these projects the NMCDP anticipates the following benefits:

- Provide an example of the benefits of on-road and/or non-road emissions reduction technologies that can be implemented in other areas and applications.
- Improve air quality via the reduction of NO_x, HC, CO, PM, CO₂ and toxic air emissions from medium- and heavy-duty diesel engines.
- Improve the quality of life for populations residing near the areas where diesel equipment operation is common.
- Assess the benefits of these projects for marketing similar diesel emission reduction strategies in the future.
- Raise public awareness and understanding of related health benefits.
- Identify and remove any obstacles to success and future improvements.

As funding becomes available, the State will continue to implement diesel emission reduction projects statewide.

Diesel emission reduction projects not only have a positive effect on the residents of New Mexico, but will also demonstrate to other fleet owners within the state the feasibility of the technologies and the benefits associated with them.

The fleet owners will retain ownership of the vehicles once the project period is over. The funds will not be used to fund any diesel-fueled vehicle emissions reductions mandated by local, state or federal laws, rules or local ordinances.

Monitoring for ground-level ozone and particulate matter in areas that are in, or approaching, non-attainment will continue past the project's time frame. Monitoring results are accessible via AQB's website.

Project Partners:

Partners will include those public or private entities selected to participate in a diesel emission project using FY-18 DERA grant funds. These partners may include, city/county fleets, local school districts, state public education department and other state fleets.

Sustainability of State Program:

The State of New Mexico will continue to seek funding to implement diesel emissions reduction projects statewide for both public and private fleets. Information with respect to the NMCDP will be placed on the AQB website and updated as appropriate to disseminate program objectives, program accomplishments, and educational information.

We intend to use this collaborative project not only to make significant reductions in diesel emissions, but also to share our experience and demonstrate to others the feasibility of the technologies so that they may be more widely adopted. The more we can implement technologies across diesel fleets, the greater the environmental benefits that can be achieved.

Once grant agreements are in place there will be press releases sent out via the NMED Public Information Officer and the grantee. The press release will also be posted on the NMED's website. Once the project is completed the project will be documented and information with respect to the completed project will be placed on the AQB's website.

match, or to exceed the EPA Base amount for the FY-18 DERA state allocation for diesel emission reduction projects within the state.

DERA will only fund 25 percent of a new vehicle. Vehicle funding in the table above is based on the following percentages.		
EPA Base allocation + bonus	\$412,037	
VW voluntary match	\$274,691	
25% of School bus	90,000*.25	22500
Percent total EPA allocation, base + bonus	412037/686728	0.6
Percent Voluntary match VW	274691/686728	0.40
EPA allocation school bus	.6*22500	\$13,500
Voluntary match	.4*22500	\$9,000