

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary Nevada

Lead Agency Authorized to Act on Behalf of the Beneficiary Nevada Division of Environmental Protection
(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:	DERA - Republic Electric Refuse Truck Project
Beneficiary's Project ID:	NVDEMF 24-03 (DEP-S25-011)
Funding Request No.	(sequential)
Request Type: (select one or more)	<input checked="" 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 checked="" type="checkbox"/> Other (specify): Republic Silver State Disposal Inc. _____
Funding Request & Direction (Attachment A)	<input type="checkbox"/> Attached to this Certification <input checked="" type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action	<input type="checkbox"/> Appendix D-2 item (specify): _____		
Action Type	<input checked="" type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____		
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): See pages 4-5 for detailed information on the mitigation action item including community and air quality benefits.			
Estimate of Anticipated NOx Reductions (5.2.3): It is anticipated that this project will mitigate 0.46 tons of NOx.			
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 Nevada Division of Environmental Protection			
Describe how the Beneficiary will make documentation publicly available (5.2.7.2): Please refer to pages 6-9 of this submittal for this description.			
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8):			
Total project budget: \$ 749,643.00	Project costs paid by the Trust: \$ 167,339.35	Project costs paid by the NDEP: \$ 170,000	Cost share requirement: \$ 412,303.65
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):			
NDEP sent emails to the representatives from the U.S. Department of the Interior and the U.S. Department of Agriculture listed in subparagraph 4.2.8 of the State Trust Agreement on February 23, 2018.			

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

The vehicle replacement project will be located in Clark County, Nevada. Clark County is an area of Nevada that has historically borne a disproportionate share of the state's air pollution burden.

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 Nevada, 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: 12/2/2025

Andrew Tucker

[NAME]



[SIGNATURE]

Chief, Bureau of Air Quality Planning

[TITLE]

Nevada Division of Environmental Protection

[LEAD AGENCY]

for

Nevada

[BENEFICIARY]

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

The Nevada Division of Environmental Protection (NDEP) is submitting this Eligible Mitigation Action Category 10 – DERA Option refuse hauler replacement project to support the early retirement and replacement of one diesel-powered refuse hauler. The vehicle is owned and operated by Republic Silver State Inc. and will be replaced with one new battery-powered electric refuse hauler, located within Clark County, Nevada. Upon completion of this project, the permanent scrapping of one privately-owned refuse hauler will provide a direct benefit to air quality.

Details regarding the individual unit being replaced through this project, as well as the replacement unit, are included on page 5 of this submission. The NDEP will work with the entity on the scrappage of the program-eligible refuse hauler and will coordinate with their staff for routine updates and possible site visits to ensure a timely and efficient completion of this project. The NDEP will not seek to have Republic reimbursed for this project until they have provided sufficient scrappage evidence to the NDEP.

The total expected lifetime emissions reductions are provided in the table below. Emissions reductions were quantified using the EPA's Diesel Emission Quantifier.¹

Pollutant	Emissions Reductions (tons)
NOx	0.460
PM _{2.5}	0.002
CO	0.064
HC	0.016
CO ₂	442.63

¹ The EPA's Diesel Emission Quantifier can be found online at <https://cfpub.epa.gov/quantifier/index.cfm?action=main.home>.

Fleet Information		Group 1
CURRENT VEHICLE INFORMATION	Group Name:	Republic Silver State Disposal Inc.
	Fleet Owner:	Republic Silver State Disposal Inc.
	Publicly or Privately Owned?:	Private
	Group Type:	On Highway
	Place of Performance	
	- State(s):	Nevada
	- County:	Clark
	- City:	North Las Vegas
	- Zip Code:	89030
	Vehicle or Engine Group Sector:	Refuse Hauler
	Target Fleet Type:	Refuse Hauler
	On Highway Weight Class:	Class 8
	On Highway Description:	Freight
	Quantity:	1
	Vehicle Identification Number(s):	5VCACDKF6AH210340
	Vehicle Make:	Heil
	Vehicle Model:	ACX64
	Vehicle Model Year:	2010
	Engine Serial Number(s) :	35258078
	Engine Make:	Cummins
	Engine Model:	ISM
	Engine Model Year:	2009
	Engine Tier:	
	Engine Horsepower:	370
	Engine Cylinder Displacement:	
	Engine Number of Cylinders:	
	Engine Family Name:	9CEXH0661MAE
NEW VEHICLE/UPGRADE INFORMATION	Engine Fuel Type:	ULSD (diesel)
	Annual Amount of Fuel Used:	7869
	Annual Usage Hours:	
	Annual Miles Traveled:	9485
	Annual Idling Hours:	393
	Annual Hoteling Hours:	
	Remaining Life:	5
	Year of Upgrade Action:	2025
	Upgrade Type:	Vehicle Replacement - All Electric
	Upgrade:	
	Upgrade Cost Per Unit:	\$749,643.00
	Upgrade Labor Cost Per Unit:	\$0.00
	New Engine Model Year:	2025
	New Engine Tier:	
	New Engine Horsepower:	499 kW/h
	New Engine Duty Cycle:	
	New Engine Cylinder Displacement:	
	New Engine Number of Cylinders:	
	New Engine Family Name:	ROSH2VOCV004 & ROSH4ELCP004
	Annual Idling Hours Reduced:	
	Annual Hoteling Hours Reduced:	
	Annual Diesel Gallons Reduced:	

ATTACHMENT FOR 5.2.7.2

Describe how the Beneficiary will make documentation publicly available

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

A commitment by the Beneficiary to maintain and make publicly available all documentation submitted in support of the funding request and all records supporting all expenditures of Eligible Mitigation Action funds, subject to applicable laws governing the publication of confidential business information and personally identifiable information, together with an explanation of the procedures by which the Beneficiary shall make such documentation publicly available;

The Nevada Division of Environmental Protection (NDEP), the Lead Agency for the State of Nevada, is committed to maintaining and making publicly available all documentation submitted support of the funding requests and all records supporting all expenditures of Eligible Mitigation Action funds, subject to applicable laws governing the publication of confidential business information and personally identifiable information.

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

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

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

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

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

(e) *A user name, unique identifier or electronic mail address in combination with a password, access code or security question and answer that would permit access to an online account.*

2. *The term does not include the last four digits of a social security number, the last four digits of a driver's license number, the last four digits of a driver authorization card number or the last four digits of an identification card number or publicly available information that is lawfully made available to the general public from federal, state or local governmental records.*

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

1. *Except as otherwise provided in subsections 2 and 6, a person shall not include and a governmental agency shall not require a person to include any personal information about a person on any document that is recorded, filed or otherwise submitted to the governmental agency on or after January 1, 2007.*
2. *If personal information about a person is required to be included in a document that is recorded, filed or otherwise submitted to a governmental agency on or after January 1, 2007, pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant, a governmental agency shall ensure that the personal information is maintained in a confidential manner and may only disclose the personal information as required:*
 - (a) *To carry out a specific state or federal law; or*
 - (b) *For the administration of a public program or an application for a federal or state grant.*

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

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

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

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

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

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

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

7. *As used in this section:*

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

(b) *“Personal information” has the meaning ascribed to it in NRS 603A.040.*

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

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

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

¹ Nevada Department of Conservation and Natural Resources (DCNR)

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

² Nevada State Environmental Commission

³ Director of the Department of Conservation and Natural Resources

ATTACHMENT B

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

ATTACHMENT B

PROJECT MANAGEMENT PLAN PROJECT SCHEDULE AND MILESTONES

Activity	Date
NDEP submits Notice of Intent to Participate in FY2023-2024 DERA	FY 2023, Quarter 4
NDEP begins solicitation for FY 2023 project partners	FY 2023, Quarter 4
NDEP submits FY 2023 Workplan and Budget Narrative to EPA	FY 2023, Quarter 4
EPA Semiannual Report Due	October 30, 2023
EPA issues FY 2023 Notice of Award	FY 2024, Quarter 1,2
EPA Semiannual Report Due	April 30, 2024
NDEP begins solicitation for FY 2023 project partners	FY 2024, Quarter 3,4
EPA Semiannual Report Due	October 30, 2024
NDEP selects FY 2023 project partners	FY 2025, Quarter 1
NDEP submits FY 2024 Workplan and Budget Narrative to EPA	FY 2025, Quarter 1
NDEP enters into Subgrant Agreements with identified FY 2023 project partners	FY 2025, Quarter 2
EPA issues FY 2024 Notice of Award	FY 2025, Quarter 2
EPA Semiannual Report Due	April 30, 2025
FY 2023 Project partners begin procurement of vehicles for replacement	FY 2025, Quarter 3
FY 2023 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2025, Quarter 3
NDEP begins solicitation for FY 2024 project partners	FY 2025, Quarter 3
FY 2023 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2025, Quarter 4
NDEP selects FY 2024 project partners	FY 2025, Quarter 4
EPA Semiannual Report Due	October 30, 2025
FY 2023 Project partners begin receiving new replacements	FY 2026, Quarter 1
NDEP enters into Subgrant Agreements with identified FY 2024 project partners	FY 2026, Quarter 1
FY 2024 Project partners begin procurement of vehicles for replacement	FY 2026, Quarter 2
FY 2023-2024 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2026, Quarter 2
EPA Semiannual Report Due	April 30, 2026
FY 2023 Project partners finish receiving new replacements	FY 2026, Quarter 3
FY 2024 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2026, Quarter 3
FY 2023 Project partners scrap old vehicles	FY 2026, Quarter 4
NDEP verifies scrappage evidence and initiates reimbursement upon project close-out	FY 2026, Quarter 4
FY 2024 Project partners begin receiving new replacements	FY 2026, Quarter 4
EPA Semiannual Report Due	October 30, 2026
FY 2024 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2027, Quarter 1
FY 2024 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2027, Quarter 2
EPA Semiannual Report Due	April 30, 2027
FY 2024 Project partners finish receiving new replacements	FY 2027, Quarter 3
FY 2024 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2027, Quarter 3
FY 2024 Project partners scrap old vehicles	FY 2027, Quarter 4
NDEP verifies scrappage evidence and initiates reimbursement upon project close-out	FY 2027, Quarter 4
EPA Semiannual Report Due	October 30, 2027
EPA Final Report Due	January 28, 2028

PROJECT BUDGET

Budget Category	Admin Expenses	Share of Replacement Budget Funded by the Trust	Share of Replacement Budget Funded by DERA	Share of Replacement Budget Funded by State	Cost Share (Paid by Project Partner)	Subtotal
Administrative Expenditures						
Admin Expenditure Subtotal	\$ 0.00	-	-		-	\$ 0.00
Equipment Expenditures						
(1) Volterra ZSL	-	\$ 167,339.35	\$ 170,000.00	\$ 0.00	\$ 412,303.65	\$ 749,643.00
Project Totals	\$ 0.00	\$ 167,339.35	\$ 170,000.00	\$ 0.00	\$ 412,303.65	\$ 749,643.00
Associated Percentages of Replacement Cost	-	22.3%	22.7%	0%	55%	

PROJECTED TRUST ALLOCATIONS

ANNUAL PROJECTIONS	2023
1. Anticipated annual project funding request to be paid through the Trust	\$ 167,339.35
2. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Administrative Expenditures	\$ 0.00
3. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Expenditures	\$ 167,339.35
4. Anticipated annual cost share	\$ 582,303.65
5. Anticipated total project funding by year (line 1 plus line 4)	\$ 749,643.00
CUMULATIVE PROJECTIONS	
6. Cumulative outstanding Trustee payments requested against cumulative approved Beneficiary allocation	\$ 280,328.00
7. Cumulative Trustee payments made to date against cumulative approved Beneficiary allocation	\$ 21,443,084.94
8. Beneficiary funding to be paid through the Trust for this project (sum of line 1)	\$ 167,339.35
9. Total funding approved for Beneficiary Eligible Mitigation Actions, inclusive of current Action (sum of lines 6, 7, and 8)	\$ 21,890,752.29
10. Beneficiary share of estimated funds remaining in Trust	\$ 6,203,406.46
11. Estimated Beneficiary funds remaining in Trust after project completion (line 10 minus lines 6 and 8)	\$ 5,755,739.11

ATTACHMENT C

DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION
IMPLEMENTATION

ATTACHMENT C

DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

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

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

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

"For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. Beneficiaries may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust's public-facing website upon receipt."

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

ATTACHMENT D

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

Nevada Clean Diesel Program

FY 2023-2024

Republic Services of Henderson Vehicle
Electrification Project



Prepared by: Republic Services, Inc.
April 2024

Date: 3/1/2024**Sold To:**

Republic Services Procurement
 Attention: Monty Worthington
 18500 North Allied Way
 Phoenix, AZ 85054

Delivery Point:

Murfreesboro, TN

Pricing:

Unit Price	\$666,468
Quantity	1 unit
Extended Price	\$666,468
Est. FET	\$83,175
Quote Expiration	12/31/2024

****Freight, state, and local taxes are not included in price***

Other Terms & Conditions:

Freight Charges - Shipping arrangements (when applicable) are made for the convenience of the customer. Seller assumes no responsibility for the equipment in transport.

Specifications - All specifications are subject to change without notice.

Taxes - No state, or local taxes are included in the prices quoted herein. Any applicable state and local taxes must be added to these prices and paid directly by the purchaser.

Terms & Conditions - This quotation assumes and is subject to the standard terms and conditions of McNeilus Truck and Manufacturing Co. and Oshkosh Corporation, including limitations of warranty.

Sign and Date:**Specifications – Volterra ZSL**

<u>Cab</u>		<u>Standard</u>
Single Steer, RH Sit	One (1) Manual Adjust, Heated & Ventilated, Air-ride Seat w/ Arm Rests One (1) Tilt/Telescope Steering Column & Wheel Digital Widescreen Instrument Cluster Joystick & Controls Console LH rigid mount seat	YES
Cab Display	Integrated Wide-Screen Center Display	YES
Side Window Operation	RH & LH Power windows	YES
Door Locks	Power Door Locks	YES
Tablet Mount	Tablet mounting plate/surface will be provided for a RAM style of mount	YES
Cab HVAC	Cab Heat + Air-Conditioning meets SAEJ2646 & SAEJ1612	YES
Accessory Power	5V USB-A Accessory Power Point On Dash 5v Dual USB-A/USB-C Power Point in Armrest	YES
Radio/Speakers	AM/FM Bluetooth capable, Stereo Speakers	YES
Mirrors	16x7 Power, Heated, Mirrors	YES
Cup Holders	Two (2) Cup Holders	YES
Windshield Wipers	Dual Radial Wipers, Steering column controlled	YES
Sun Visor	Power Sunshade	YES
Floor Mats	Rubber Floor Mats	YES

Standards, Cab Design Designed to meet	MILSTD 1472 Ergonomic Standards NIOSH Truck Driver Anthropometric Dimensions SAE J2979 & J1814 Operator Controls London Transport Direct Vision SAE J2420 Cab Frontal Strength SAE J2422 Cab Roof Strength	YES
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<u>Active Safety Systems</u>		<u>Standard</u>
Blind Spot Detection	Radar Based w/Pedestrian Detection	YES
Blind Spot Indicators	On Instrument Cluster	YES
Forward Collision Avoidance	Includes Active Braking	YES
Lane Departure	Includes Follow Distance and Overspeed Alert	YES
360° Camera System	Includes Alley Cam, Back Up Monitoring, and Rear Cross Traffic Alert	YES
Driver Monitoring System	Lytx - Includes Texting, Overspeed, Unbelted, Follow Distance, and others; subscription service required (not included)	YES
Electronic Stability Control	Roll Over Protection	YES
Tire Pressure Monitoring	TPMS, all tire locations Displayed on center console screen and ClearSky telematics	YES

<u>Axle, Front</u>		<u>Standard</u>
Front Axle	20,000 lbs. GAWR	YES
Front Suspension	4" Elliptical Taper Leaf	YES
Front Shock Absorber	Front Shock Absorbers	YES
Front Brakes	Air Disc Brakes – ZF Maxxus L2.0	YES

<u>Axles, Rear</u>		<u>Standard</u>
Rear Axles	2x 23,000 lbs. GAWR Tandem Set	YES
Tandem Spacing	54 inches	YES
Tandem Suspension	Mechanical Suspension	YES
Tandem Brakes	Air Disc Brakes – ZF Maxxus L2.0	YES
Rear Axle Transmission	2-Speed Air Shift to Neutral w/Chassis Air or Service Air for Towing	YES
Differential Lock	Locking differential on each axle	YES

<u>Axle(s), Auxiliary</u>		<u>Standard</u>
Aux Tag Axle	Watson SL1313,500 lbs. Rated Steerable Axle wheels & tires	YES
Aux Axle Controls	Internal Auxiliary Regulator Controls	YES
Aux Axle Steering Lockout	Aux Axle Steering Lock	YES

<u>Wheels and Tires</u>		<u>Standard</u>
Front Axle Tires std	315/80R22.5 Bridgestone M870; Qty 2	YES

Rear Axle Dual Tires	315 Wheel/Tires in place of 455: Qty 8	YES
Front & Rear Wheels	Aluminum Clean Buff	YES
Auxiliary Axle Tires std	255 70R22.5 tires, Aluminum Clean Buff Wheels; Qty 2	YES

<u>Lighting</u>		<u>Standard</u>
Cab Light Package	Standard LED Light Package	YES
Body/Hopper Light Package	LED	YES
Chassis Light Package	DoT Compliant LED	YES
Tailgate Light Package	Light Bar	YES
Work Light Package	LED	YES

<u>Battery System</u>		<u>Standard</u>
Low Voltage Batteries	Two (2) 12V Lead-Acid Batteries	YES
Low-voltage Battery Disconnect	Battery Disconnect Switch at Battery Box	YES
High-voltage Batteries	90% Charge in 4 hours-Level 2 Charging 150 kW	YES
Charge Port	SAE J1772CCS1 200-amp Charge Port	YES
Battery Isolation	Batteries isolation from chassis	YES
High-voltage Battery MSD	HV Battery MSD located rear of cab, forward of body	YES

<u>Operating Performance</u>		<u>Standard</u>
Vehicle Top Speed	65 mph	YES
Speed on Grade	27 mph on 5% grade 6mph on 20% grade	YES
Acceleration	0-20 mph in 8.1 sec	YES
Turning Diameter – Wall to Wall	63' – 71'	YES

<u>Miscellaneous</u>		<u>Standard</u>
Telematics	ClearSky Telematics. 1-year subscription	YES
Over the Air Programming	Software revisions updated over air	YES
Maintenance Port	SAE J1962 OBD port	YES
Daily systems check	Battery state of charge, battery temperature, hydraulic fluid, power steering fluid, coolant, tire pressures. Displayed on center console screen and ClearSky telematics	YES
Fleet configurable truck settings	Collection speed, lane departure system, maximum arm out speed, maximum reverse speed, maximum speed with rh stand operation, tailgate open speed warning, arm out speed warning, touch screen speed lock, arm working vehicle speed limit Accessible through ClearSky telematics	YES
Condition Based Maintenance	Monitoring of brake pads, body hydraulic fluids, coolant Accessible through ClearSky telematics	YES
Fault codes	Fault codes for axles, ADAS, battery system, body, brakes, hydraulics, lights, steering, thermal management systems Displayed on center console screen and ClearSky telematics	YES
Spill Kit	17 Gallon Spill Kit, RH Side	YES

Fenders, Front	Composite Fenders	YES
Fenders, Rear	Composite Fenders	YES
Toolbox	Aluminum Toolbox	YES
Air Dryer	Single Canister Air Dryer	YES
Safety Equipment	20lb Fire Extinguisher & Triangle Kit	YES
Paint Complexity	Low Complexity	YES
Paint Markings	Customer Decals	YES
LV & HV Lockout Tagout	HV Disconnect switches: Kissling K1167227. Has hole for a lock or tag. LV Disconnect switch: Littelfuse 880154. Has hole for lock or tag. Disconnecting the LV switch will disconnect power to all modules, including DC/DCs and contactors inside HVPDU. For added safety, the HV disconnect switch can also be pulled, which will disconnect the negative bus inside the HVPDU.	YES
Driver-park alert	Horn sound when door opens, and parking brake not set.	YES
Battery Warranty 3-string	10 years to retain 80% of original kWh capacity or 850 MWh of throughput.	YES
HV cable clamps	Butterfly clamps used at approximately 18" intervals	YES
Noise Generator	Tunable noise generator for electric vehicles Primary - ECCO EVS 1000-M and Secondary - EVS 1000-S Meets FMVSS Standards	YES
Mudflaps	Mudflaps. front and rear axles; Qty 4	YES

<u>Service and Support</u>		<u>Standard</u>
Technical Publications	Virtual commercial operator's manual Paper copy w/ vehicle Virtual commercial maintenance manual Electronic parts manual	YES
Operator Training	15 Hours Self-Directed Video and Simulation Quick Reference On-Vehicle Guide	YES

Automated Side Loader (eASL) Variant

<u>eASL Route and Payload Performance</u>		<u>Standard</u>
Route Capability (level grade, 455SS rear tires, 25°F-85°F ambient, cab preconditioned via high voltage battery charger connection, interior temperature-maintained w/doors & windows closed on route)	Distance = 80 miles Picks = 1000 picks Route Time = 10 hours Highway = 32 miles (1 hour) Route = 48 miles (9 hours) @< 80% depth of discharge of the battery	YES
Legal Payload Capability (Assumes 2000 lb. allowance for ZEV)	Required State Configurations: California 10 ton-23 ft bridge length, w/425 front, 455 rear tires & tag axle Oregon 10 ton-23 ft bridge length, w/425 front, 455 rear tires & tag axle Arizona 10 ton-23 ft bridge length, w/315 front, 455 rear tires & tag axle Colorado 11.5 ton-20 ft bridge length, w/315 front, 455 rear tires	State law dependent and may require optional equipment

<u>Body Size and Materials</u>		<u>Standard</u>
Nominal Height	Twelve feet, one inch (12' 1") without body wind deflector	YES
Approach Angle	Fourteen degrees (14°)	YES
Model/Capacity	ASL 27 yd Long Body	YES
Body Floor	3/16" (0.1875 Inch) Heavy-Duty Floor	YES
First Side Wall Panel	0.131 AR450 High-strength Steel	YES
All Other Side Wall Panels	10 Gauge AR200 High-strength Steel	YES
Body Roof	12 Gauge A5717/A1011 GR 50 Steel	YES
Body Cleanout	Cleanout Door w/Spill Tray Both Sides	YES
Body Lift	Two (2) Hydraulic Body Lift Cylinders Only	YES
Tailgate Model	ASL Tailgate	YES

<u>Hopper Materials</u>		<u>Standard</u>
Hopper Floor	0.25 inch AR400 High-strength Steel	YES
Hopper Inner Side Panels	10 Gauge A608 GR 50 Steel	YES
Hopper Outer Side Panels	12 Gauge A607 GR 50 Steel, Radiused walls with no ribs	YES
Hopper Door	34" H x 29 1/2" W with multi-point locking system	YES

<u>Packer</u>		<u>Standard</u>
Packer Ejector Rail Plates	XWEAR chromium carbide	YES
Packer Bottom Wear Shoes	XWEAR chromium carbide	YES
Packer Side Wear Shoes	1/4" (0.25 inch) G50 Steel	YES

<u>Arm</u>		<u>Standard</u>
Arm Model	Zero-Radius Arm, Twelve (12) foot reach	YES

Warranty

Coverage: These limited warranties apply to new Electric Vehicles delivered or sold to Republic hereunder, and they cover repairs to correct any defect related to materials or workmanship occurring and existing during the applicable Warranty Period that is brought to the attention of Oshkosh through a written warranty claim received by Oshkosh no later than 15 days after the end of the applicable Warranty Period.

Commencement date of these Limited Warranties: The date the Electric Vehicle is delivered unless otherwise stated.

Conditions and Exclusions: These limited warranties do not apply to aspects of the Electric Vehicle that are covered by other specific Oshkosh, McNeilus or supplier warranties. Where conflicts exist, the coverage and exclusions of the specific warranties take precedence over these limited warranties. Republic acknowledges and agrees that Oshkosh will pass through warranty claims hereunder to other specific suppliers unless such warranty claim is specifically excluded by the term of such other limited warranty.

These limited warranties are conditioned upon Republic taking commercially reasonable steps to keep the telematics of all of the Electric Vehicles continuously Connected To The Internet and enabled to pass, access, send and receive data, and Oshkosh being continuously provided access to this data throughout the Term and the applicable Warranty Period for each Electric Vehicle, subject to the normal disruptions in connectivity permitted by this Agreement.

These limited warranties do not cover wear items such as tires, brake pads or shoes, belts, filters, lubricants, non-LED light bulbs, fuses, and 12v batteries. Nor do they cover Electric Vehicles or their components that have been (i) abused, misused or neglected; (ii) repaired, altered, or assembled in any way if unauthorized by Oshkosh or in a manner not instructed by Oshkosh; or (iii) subjected to fire, improper operation, exposure to severe environmental or chemical conditions, accident, crash, or force majeure such as natural disaster, lightning, earthquake, windstorm, hail, flood, war or riot, and secondary conditions caused by any of these factors, but only to the extent that any of the foregoing are the cause of the warranty claim, defect or non-conformity.

These limited warranties do not cover, and shall not apply to, any defect, nonconformity or Loss that is caused by Republic or its Affiliates, employees or agents (i) introducing (either directly or through a third party) malware or a security attack via a CAN Connection, (ii) misusing a CAN Connection, (iii) altering or reconfiguring the CAN on any Electric Vehicle from the configuration at the time the Electric Vehicle is delivered by Oshkosh, including, but not limited to, altering or reconfiguring any wiring harness, or (iv) creating a new connection to the CAN.

Subject to the limitations, conditions and exclusions herein, and exclusion of consequential and incidental damages, Oshkosh provides the following limited warranties to Republic.

Basic Coverage: Components designed and manufactured by Oshkosh including, but not limited to, body structure, arm structure, shell, hydraulic components (tanks, motors, pumps, valves, hoses, cylinders), body wear items (wear strips, blocks, shoes, liners, wipers, rollers, hopper liner, floor liner, tailgate liner), tailgate, tailgate seal, frame, paint, approved labor warranty, approved labor reimbursement rate of \$65/hr, electrical components and wiring, joysticks, high voltage battery management system, and safety camera system are warranted for a wWarranty Period of 12 months or 26,000 miles, whichever comes first. Replacement parts provided under the Basic Coverage warranty are warranted until the end of the Basic Coverage Warranty Period.

Frame rails and crossmembers, instrument and center digital displays and their controllers, cab structure, and internal cab corrosion (perforation from the inside out) are warranted for a Warranty Period of 36 months or 75,000 miles, whichever comes first. Cylinders are warranted for a Warranty Period of 24 months.

For Electric Vehicles produced during the Pilot Period, towing necessitated due to a breach of Oshkosh's warranty, up to \$1,000, will be covered for 90 days or 5,000 miles, whichever comes first.

36 month / unlimited mileage E-axles warranty

Coverage includes 100% parts and labor.

For the fifty (50) pilot eASL Electric Vehicles to be purchased by Republic during 2024, the component manufacturer will provide a two-year extended warranty, following the standard 36-month warranty, at no additional charge to Republic. During 2025 and beyond, an optional two-year extended warranty will be available from the component manufacturer on production Electric Vehicles purchased by Republic, at a cost to be established by the component manufacturer; this cost would be passed through by Oshkosh to Republic without mark-up.

120 month / unlimited mileage high voltage Battery warranty

High voltage batteries are warranted to retain (A) (i) at least 80% of their original kWh capacity during the first 8 years after purchase of the Electric Vehicle by Republic, and (ii) at least 60% of their original kWh capacity during the ninth and tenth years after purchase of the Electric Vehicle by Republic, or (B) 850 MWh energy of throughput (whichever comes first). As an ongoing condition to the effectiveness of this warranty, Republic must provide Oshkosh with continuous access to the battery management system of each Electric Vehicle during the applicable Warranty Period so that Oshkosh is able to monitor battery performance. Battery pack structure is warranted up to 96 months.

The remedy for a breach of this warranty during the applicable Warranty Period may include, at the discretion of Oshkosh, replacement of one or more of the battery packs with new, used or refurbished components to bring performance up to the then-warranted level (i.e., 80% during the first 8 years and 60% during years 9 and 10, as described above). Coverage is limited to material costs; labor is not covered under this warranty. Additional exclusions that apply include, but are not limited to, continued operation with a defective battery management or thermal management system, exposure to heat or cold (above 55° C or below -30° C) with a non-functioning battery management system, discharging below 5% state of charge, immersion, contaminated corrosion, damage or malfunction caused by fire or accidents, and failures caused by an unqualified charger resulting in overcharge or manual overriding an alarm that results in over-discharge, to the extent that any of the foregoing are the cause of the warranty claim, defect or non-conformity.

Optional Extended 24 Month or 52,000-mile Bumper-to-Bumper (price tbd)

Extended coverage begins at the end of the Warranty Period for the Basic Coverage warranty and increases the coverage period (e.g., 12-month standard + 24-month extended = 36-months total coverage). Coverage is same as 12-month warranty with the following exceptions and limitations: cylinders, paint, body wear items and battery management system are not covered under the extended warranty. Replacement parts provided under the extended warranty are warranted until the end of the extended coverage Warranty Period.

Extended Warranties: Manufacturers' standard warranties that extend beyond the Oshkosh basic warranty will be passed through to Republic. Manufacturers' optional extended warranties will be offered to Republic at cost, as available.



Rush Truck Center, Phoenix

9600 W. Roosevelt St.
Tolleson, AZ 85353
602-422-8100

Customer Proposal Letter

Republic Services Group
18500 Allied Way
Phoenix, AZ 85084

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2025 Make Peterbilt Model 520 Stock # TBD Serial # TBD

Additional Vehicle Details: 2025 Peterbilt 520 Diesel

Includes McNeilus Body

Sales Representative _____
Signature _____

Byron Haught
Printed Name Date

Purchaser _____
Signature _____

Printed Name / Title _____ Date _____

Printed Name _____ Date _____

Quote good until 5/2/2024

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within required delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

⁽¹⁾ Includes subscription period for # of specified months. ⁽²⁾ Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. ⁽³⁾ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. ⁽⁴⁾ Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

ATTACHMENT E

DERA OPTION

2023-2024 Diesel Emissions Reduction Act (DERA) State Program

Work Plan and Budget Narrative

SUMMARY PAGE

Project Title: Nevada Clean Diesel Program

Project Manager and Contact Information

Organization Name: Nevada Division of Environmental Protection

Project Manager: Emma Lintz (program contact) and Misti Gower (financial contact)

Mailing Address: 901 S. Stewart Street, Ste 4001
Carson City, Nevada 89701

Phone: (775) 687-9498 for Emma Lintz and (775) 687-9494 for Misti Gower

Fax: (775) 687-5856

Email: elintz@ndep.nv.gov and mgower@ndep.nv.gov

Project Budget Overview:

	2023	2024	Total
EPA Base Allocation	\$ 423,108	\$ 395,498	\$ 818,606
Total State Contribution <i>(Mandatory Cost share, Voluntary State Match, and Leveraged)</i>	\$ 1,946,996	\$ 4,631,837	\$ 6,578,833
Mandatory Cost Share	\$1,507,648	\$3,767,830	\$5,275,478
Voluntary State Match	\$423,108	\$395,498	\$818,606
EPA Match Bonus <i>(If applicable)</i>	\$ 211,554	\$ 197,749	\$ 409,303
Total EPA Allocation <i>(base plus match bonus if applicable)</i>	\$ 634,662	\$ 593,247	\$ 1,227,909
TOTAL Project Cost <i>(EPA Allocation plus State contribution)</i>	\$2,581,658	\$5,225,084	\$7,806,742
Leveraged Funds	\$16,240	\$468,509	\$484,749

3 Year Project Period for 2023-2024 State DERA Grants¹

October 1, 2023 – September 30, 2027

Summary Statement

The Nevada Division of Environmental Protection (NDEP) will use federal fiscal year (FY) 2023-2024 DERA funds to effectively, and permanently, reduce NO_x and PM_{2.5} by replacing diesel-powered vehicles or engines with zero-emission or clean alternative fuel versions. NDEP has conducted outreach to seek out project partners to complete projects with FY 2023 DERA funds and FY 2024 DERA funds. Projects are anticipated to consist of class 8 vehicle replacements with battery-electric and low-emission versions. Changes to vehicle replacement projects funded will be reviewed with EPA and workplan revisions may be completed as needed. Priority will be given to projects that are located within nonattainment or maintenance areas as well as goods movement facilities in order to maximize public health benefits. Past DERA State Grant Program successes in Nevada are summarized online at: <https://ndep.nv.gov/air/air-pollutants/clean-diesel-program>

SCOPE OF WORK

STATE/TERRITORY GOALS AND PRIORITIES:

The Nevada Clean Diesel Program complements state and local efforts to maintain the National Ambient Air Quality Standards (NAAQS). Areas of air quality concern within the program typically include Clark County, the Stateline area of Douglas County and Carson City, the Pahrump area of Nye County, and Washoe County. Clark County is a maintenance area for PM₁₀ and CO, and areas of Clark County are currently in serious nonattainment for the 2015 O₃ standard. The Stateline area of Douglas County and Carson City is a maintenance area for CO. Measures are being taken in the Pahrump area of Nye County to reduce PM₁₀ levels and Washoe County is a maintenance area for both CO and PM₁₀. For FY 2023-2024, the program will be focusing on the priority area list given by EPA which includes Clark County and Washoe County as the two priorities based on EPA's Green Book of Nonattainment Areas for Criteria and on the 2019 Air Toxics Screening Assessment.

According to the 2020 National Emissions Inventory, diesel-based mobile source NOx emissions accounted for 30 percent of the State's total NOx emissions. When comparing Nevada's counties, Clark County holds more than half of the State's diesel-based mobile source NOx emissions at 63%. The primary sectors that make up the State's diesel fleet are highway vehicles (55%) and off-highway equipment (36%) of mostly industrial and lawn and garden equipment.

VEHICLES AND TECHNOLOGIES:

The Nevada Division of Environmental Protection is aiming to replace twenty (20) old diesel vehicles with zero emission and low-NOx equivalents that operate in Clark County and/or

¹ FY2024 funds will be dispersed as an incremental amendment to existing 2023 DERA State Grants.

Washoe County between both FY 2023 and FY 2024. Of these twenty vehicle replacements, the NDEP will fund the replacement of four Class 8 diesel tractor trailers with four battery electric tractor trailers in partnership with the United Parcel Service (UPS). NDEP will also fund the replacement of one diesel Class 8 charter bus with a new cleaner diesel version in partnership with JJSP Leasing, a family-owned charter bus transportation company. NDEP will assist Republic Silver State Disposal with the replacement of 15 old diesel refuse haulers and fund the purchase of 14 new CNG refuse haulers and one battery electric refuse hauler. While a fleet description sheet listing some of the details regarding some of the typical, intended vehicle replacements has been attached with this Work Plan, the typical usage characteristics of the vehicles is provided below.

UPS's trailers will be domiciled in Washoe County, Nevada and will conduct routes between their UPS Sparks Hub and UPS North Las Vegas Center. Washoe County is a maintenance area for CO and PM₁₀ and has an O₃ design value that is on the cusp of marginal nonattainment for the 2015 O₃ NAAQS. Clark County, specifically the Las Vegas Valley, is in serious nonattainment for the 2015 O₃ standard (as of 1/21/2025). JJSP Leasing's charter bus will be domiciled in Clark County and primarily completes routes throughout the Las Vegas Valley (Hydrographic Area 212). Republic Silver State's refuse haulers are located in Clark County and completes routes around and throughout the Las Vegas Valley (Hydrographic Area 212).

NDEP will ensure that the participating fleets select only program-eligible diesel-powered vehicles for early retirement and that they provide some of the necessary photographic evidence (including side profile, VIN, engine serial number, and engine photos) to NDEP prior to signing a Subgrant Agreement.

For a vehicle to be considered program-eligible, or eligible for replacement, it must meet each of these four points:

1. Must be fully operational; it is able to start, move, and has all necessary parts to be operational.
2. Must be currently owned and operating and have been owned and operated during the two years prior to upgrade.
3. Must have at least three (3) years of remaining life at the time of upgrade. This is the owner's estimate of the number of years until the unit would have been retired if not for it being upgraded through these funds.
4. Must have accumulated at least 7,000 miles/year during the two years prior to upgrade. The mileage of two or more units may be combined to reach this amount as long as those units are scrapped and replaced with a single unit.

ROLES AND RESPONSIBILITIES:

Acting in our role as project management for FY 2023-2024 DERA State Grant Program funds, NDEP has been coordinating the planning for the diesel to zero emission/low-NOx vehicle replacement projects with our partners. Upon receipt of this Work Plan, NDEP will enter into Subgrant Agreements with our for-profit project partners that will define all the deliverables the partner must provide in order to receive program funds. This includes responsibilities to follow

the FY 2023-2024 DERA State Grant program guidance and all DERA State Grant program Terms and Conditions. Program funds are delivered on a reimbursement basis and are only delivered once the partner has demonstrated the successful replacement and scrapping of the program-eligible vehicles. To successfully scrap a vehicle, the project partner must, within ninety (90) days of receipt of their replacement vehicle, cut a three-inch hole in the engine block; cut the chassis on each side at a point between the front and rear axles; and salvage any other parts of the vehicle that are not the engine or chassis. The project partner must also submit photo evidence of scrapped vehicles.

Participating fleets are required to contribute the minimum mandatory cost-share for these replacement projects. These project partners are enthusiastic community partners with a desire to reduce emissions from their fleets. Their participation reinforces the idea to the public that diesel emission reduction projects are practical and effective.

If the actual replacement costs of the vehicles selected for early-retirement and replacement end up being higher than the estimated replacement costs, our project partners have indicated their willingness to provide additional funding to ensure the project's successful completion.

TIMELINE AND MILESTONES:

The following table represents a schedule of expected target dates, milestones, and completion dates to achieve specific tasks and accomplishments, during the project and budget period:

Table 1: Timelines and Milestones to Achieve Successful Project Completion

Activity	Date
NDEP submits Notice of Intent to Participate in FY2023-2024 DERA	FY 2023, Quarter 4
NDEP begins solicitation for FY 2023 project partners	FY 2023, Quarter 4
NDEP submits FY 2023 Workplan and Budget Narrative to EPA	FY 2023, Quarter 4
EPA Semiannual Report Due	October 30, 2023
EPA issues FY 2023 Notice of Award	FY 2024, Quarter 1,2
EPA Semiannual Report Due	April 30, 2024
NDEP begins solicitation for FY 2023 project partners	FY 2024, Quarter 3,4
EPA Semiannual Report Due	October 30, 2024
NDEP selects FY 2023 project partners	FY 2025, Quarter 1
NDEP submits FY 2024 Workplan and Budget Narrative to EPA	FY 2025, Quarter 1
NDEP enters into Subgrant Agreements with identified FY 2023 project partners	FY 2025, Quarter 2
EPA issues FY 2024 Notice of Award	FY 2025, Quarter 2
EPA Semiannual Report Due	April 30, 2025
FY 2023 Project partners begin procurement of vehicles for replacement	FY 2025, Quarter 3
FY 2023 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2025, Quarter 3
NDEP begins solicitation for FY 2024 project partners	FY 2025, Quarter 3
FY 2023 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2025, Quarter 4
NDEP selects FY 2024 project partners	FY 2025, Quarter 4
EPA Semiannual Report Due	October 30, 2025
FY 2023 Project partners begin receiving new replacements	FY 2026, Quarter 1
NDEP enters into Subgrant Agreements with identified FY 2024 project partners	FY 2026, Quarter 1
FY 2024 Project partners begin procurement of vehicles for replacement	FY 2026, Quarter 2
FY 2023-2024 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2026, Quarter 2

Activity	Date
EPA Semiannual Report Due	April 30, 2026
FY 2023 Project partners finish receiving new replacements	FY 2026, Quarter 3
FY 2024 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2026, Quarter 3
FY 2023 Project partners scrap old vehicles	FY 2026, Quarter 4
NDEP verifies scrappage evidence and initiates reimbursement upon project close-out	FY 2026, Quarter 4
FY 2024 Project partners begin receiving new replacements	FY 2026, Quarter 4
EPA Semiannual Report Due	October 30, 2026
FY 2024 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2027, Quarter 1
FY 2024 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2027, Quarter 2
EPA Semiannual Report Due	April 30, 2027
FY 2024 Project partners finish receiving new replacements	FY 2027, Quarter 3
FY 2024 Project partners provide updates to the NDEP on the status of vehicle procurement and report on any delays in completing their projects	FY 2027, Quarter 3
FY 2024 Project partners scrap old vehicles	FY 2027, Quarter 4
NDEP verifies scrappage evidence and initiates reimbursement upon project close-out	FY 2027, Quarter 4
EPA Semiannual Report Due	October 30, 2027
EPA Final Report Due	January 28, 2028

DERA PROGRAMMATIC PRIORITIES:

The priorities of the Nevada Clean Diesel Program are aligned with the programmatic priorities of the Diesel Emissions Reduction Act of 2010, 42 USC 16131 et seq. These priorities will be met through the following:

1. NDEP aims to build a simple, yet effective program that maximizes public health benefits for as many Nevadans as practical. The Nevada Clean Diesel Program seeks to reduce exposure to harmful diesel emissions across Nevada. Diesel emissions reductions are determined using the Diesel Emission Quantifier (DEQ) and proposals achieving significant reductions in diesel emissions in terms of tons of pollution produced and reductions in diesel emissions exposure from vehicles, engines, and equipment operating in areas designated as poor air quality areas are given priority.
2. The Nevada Clean Diesel Program is implemented through a low-overhead programmatic structure to aid in increasing fleet turnover to provide quantifiable diesel emissions reductions.
3. The program focuses on public service fleets that operate their vehicles a substantial amount of time within Nevada's population centers and with public service fleets that provide services to sensitive populations.
4. This program will maximize the service life of the replacements through a Subgrant Agreement between the project partner and the NDEP. This agreement will require the recipients to maintain the equipment in compliance with the manufacturer's recommended maintenance schedule. This includes instructions on manufacturer-recommended

maintenance procedures and a full explanation of the warrantee provisions for the verified technologies.

5. Replacement projects will conserve diesel fuel by replacing legacy diesel vehicles with vehicles that are zero emissions or meet the most recent emission standards. Generally, the use of new technologies can reduce overall fleet diesel fuel consumption.

PUBLIC ENGAGEMENT:

Consideration will be given to projects that demonstrate community engagement with the affected populations to ensure the public's meaningful participation regarding the design, planning, and performance of the project.

PROJECT SUSTAINABILITY:

NDEP will continue efforts to reduce emissions beyond this assistance agreement by prioritizing projects that have a likelihood of additional, future, emission reductions. For example, funding a project that is beginning to transition an entire fleet to clean fuels or if the vehicle/engine replacement is part of a demonstration project to provide feedback for a potential fleet-wide transition. Also, project partners that have existing policies or new commitments to adopt policies that require the use of cleaner, more efficient vehicles and equipment. Once projects are finalized, it will be confirmed if the project partner has sustainability or not.

PROJECT RESILIENCE TO ENVIRONMENTAL IMPACTS:

Projects that include measures to anticipate, prepare for, and avoid, adverse impacts from changes in the environment may be prioritized. For example, projects that site decisions and operational plans that will take place in the event there is severe weather to avoid damages to the fleet or equipment. Once projects are finalized, it will be determined if the project involves environmental impact resilience.

WORKFORCE DEVELOPMENT:

NDEP may give priority to projects that demonstrate a plan to prepare the workforce for new technologies incurred by the project, such as ensuring training or clarifying protections to their current workers. Once projects are finalized, it will be confirmed if the project demonstrates workforce development or not.

ANTICIPATED OUTCOMES/OUTPUTS:

This program supports EPA's new FY 2022-2026 Strategic Plan Goals.

NDEP anticipates permanently removing early and mid-2000's engine model year diesel-powered Class 8 vehicles from service and replacing them with new zero emission and low-NOx vehicles. Reducing these pollutants protects human health and the environment in several ways.

The program will reduce emissions in areas that have seasonal particulate matter and ozone concerns. Implementing this program will also help to mitigate regional air pollution.

FY 2023-2024 Anticipated Outcomes

Anticipated outcomes of the Nevada Clean Diesel Program can be expressed in short, medium, and long-term considerations. In the short-term, a broad spectrum of Nevadans, from state and local leaders to health professionals and environmental advocates, will recognize the value of reducing diesel emissions in our communities. The importance of reducing diesel emissions is most pronounced where vulnerable populations, such as children and the elderly, are subject to both direct and prolonged exposure to the emission source. This recognition may foster support, both programmatic and financial, on the part of groups and individuals for continued diesel emission reduction efforts. NDEP will post a summary of the projects funded by FY 2023-2024 programs and their expected outcomes on the Nevada Clean Diesel Program webpage.

Medium-term outcomes are expected to include a continued reduction in fleet diesel emissions, instilling the program goals in other state and municipal fleets, and laying the groundwork for the continued replacement of other fleet vehicles.

From a long-term perspective, one expected outcome is reduced rates of certain respiratory ailments among sensitive groups in the program area. Numerous scientific studies have established a relationship between exposure to fine particulate matter (a component of diesel exhaust) and diseases such as lung cancer, asthma, pneumonia, and even heart disease. It is expected that some measurable reduction in disease rates will occur because of program implementation for those populations most at risk such as children, the elderly, and those already suffering from heart or lung disease. Additionally, there is an anticipated effect on other existing fleets to stimulate interest in further diesel emission reduction efforts. These might include retrofit or replacement programs, idle reduction efforts, or truck stop electrification and auxiliary power unit installation. NDEP hopes that the Nevada Clean Diesel Program will continue to foster an interest among all fleets using diesel-powered vehicles in Nevada in improving air quality voluntarily through the retrofit of technology, engine repowers, early attrition of their dirtiest vehicles, or zero emissions replacements.

FY 2023-2024 Anticipated Outputs

Expected, measurable program outputs are quantified in two ways. The first measurable output is the number of vehicles that will be replaced. Based on data provided by potential project partners, NDEP anticipates the early retirement of twenty (20) Class 8 diesel vehicles. Not including the mandatory cost-share (and any possible additional leveraged funds) NDEP will be awarding \$2,046,515 to fleets.

A second output is the reduction in emissions that will result from the expected service life of the new vehicle over that of the older, replaced vehicle. The Diesel Emissions Quantifier (DEQ) was used to calculate criteria pollutant reductions. Use of this calculation tool required that several assumptions be made concerning vehicle age, mileage, and other parameters. Results from the DEQ are shown in Table 2.

A third output is the reduction in cases of respiratory illness attributable to diesel emission exposure and the associated reduction in related healthcare costs. These benefits include reduced costs associated with premature deaths, hospital visits, and time lost from work and school.

Table 2: FY 2023-2024 Vehicle replacement information and estimated criteria pollutant reductions

Total Criteria Pollutant Reductions		
Pollutant	Annual Emissions (short tons)	Lifetime Emissions (short tons)
Nitrous Oxides (NOx)	5.840	21.703
Particulate Matter (PM2.5)	0.302	0.925
Hydrocarbons (HC)	0.386	1.333
Carbon Monoxide (CO)	2.212	9.746
Carbon Dioxide (CO2)	1712.018	6348.084

BUDGET NARRATIVE

2023 Itemized Project Budget

Budget Category	EPA Allocation	Mandatory Cost-Share	Additional Leveraged Funds	Voluntary Match		Line Total
				VW Mitigation Trust Funds	Other Funds	
1. Personnel	\$31,567	\$0	\$0	\$0	\$0	\$31,567
2. Fringe Benefits	\$12,608	\$0	\$0	\$0	\$0	\$12,608
3. Travel	\$0	\$0	\$0	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
5. Supplies	\$0	\$0	\$0	\$0	\$0	\$0
6. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
7. Other	\$581,087	\$1,507,648	\$0	\$423,108	\$1,367	\$2,529,450
8. Total Direct Charges (sum 1-7)	\$625,262	\$1,507,648	\$16,240	\$423,108	\$1,367	\$2,573,625
9. Indirect Charges	\$9,400	\$0	\$16,240	\$0	\$0	\$9,400
10. Total Charges (Indirect + Direct)	\$634,662	\$1,507,648	\$16,240	\$423,108	\$1,367	\$2,583,025
11. Program Income	\$0	\$0	\$0	\$0	\$0	\$0

2024 Itemized Project Budget

Budget Category	EPA Allocation	Mandatory Cost-Share	Additional Leveraged Funds	Voluntary Match		Line Total
				VW Mitigation Trust Funds	Other Funds	
1. Personnel	\$31,567	\$0	\$0	\$0	\$0	\$31,567
2. Fringe Benefits	\$12,608	\$0	\$0	\$0	\$0	\$12,608
3. Travel	\$0	\$0	\$0	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
5. Supplies	\$0	\$0	\$0	\$0	\$0	\$0
6. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
7. Other	\$539,672	\$3,767,830	\$468,509	\$395,498	\$52,169	\$5,223,678
8. Total Direct Charges (sum 1-7)	\$583,847	\$3,767,830	\$468,509	\$395,498	\$52,169	\$5,267,853
9. Indirect Charges	\$9,400	\$0	\$0	\$0	\$0	\$9,400
10. Total Charges (Indirect + Direct)	\$593,247	\$3,767,830	\$468,509	\$395,498	\$52,169	\$5,277,254
11. Program Income	\$0	\$0	\$0	\$0	\$0	\$0

2023 Explanation of Budget Framework

Personnel

Title (PCN)	Annual Salary	Percent Time Commitment to Project	Total Cost to Budget
Bureau Chief (0003)	\$108,432	3%	\$3,253
Management Analyst 3 (0615)	\$59,652	5%	\$2,983
Environmental Scientist IV (0543)	\$79,900	3%	\$2,397
Professional Engineer (0620)	\$67,296	3%	\$2,019
Environmental Scientist 2 (0611)	\$58,100	36%	\$20,916
Personnel Total			\$31,567

Fringe Benefits

Title (PCN)	Annual Fringe Benefits	Percent Time Commitment to Project	Total Cost to Budget
Bureau Chief (0003)	\$34,350	3%	\$1,031
Management Analyst 3 (0615)	\$33,024	5%	\$1,651
Environmental Scientist IV (0543)	\$28,038	3%	\$841
Professional Engineer (0620)	\$25,238	3%	\$757
Environmental Scientist 2 (0611)	\$23,132	36%	\$8,328
Fringe Total			\$12,608

Travel - No travel costs have been budgeted.

Supplies - No supply costs have been budgeted.

Equipment - No equipment costs have been budgeted.

Contractual - No contractual costs have been budgeted.

Other – NDEP intends to enter into subgrant agreements with UPS and JJSP Leasing. These agreements will fund vehicle replacement costs to support the purchase of four (4) new electric tractor trailers and one new diesel charter bus, respectively.

Line Item and Itemized Cost	Federal Funds	Voluntary State Match (paid by Nevada)	Additional VW	Mandatory Cost-Share (paid by fleet owner)	Additional Leveraged Funds	Total Project Cost
Project #1 – Diesel to Electric Tractor Trailer Replacement						
Tractor Trailer 1	\$110,354	\$104,646.25	\$0.00	\$267,740	\$4,060	\$486,800
Tractor Trailer 2	\$110,354	\$104,646.25	\$0.00	\$267,740	\$4,060	\$486,800
Tractor Trailer 3	\$110,354	\$104,646.25	\$0.00	\$267,740	\$4,060	\$486,800
Tractor Trailer 4	\$110,354	\$104,646.25	\$0.00	\$267,740	\$4,060	\$486,800
Total	\$441,415	\$418,585.00	\$0.00	\$1,070,960	\$16,240	\$1,947,200

Line Item and Itemized Cost	Federal Funds	Voluntary State Match (paid by Nevada)	Additional VW	Mandatory Cost-Share (paid by fleet owner)	Additional Leveraged Funds	Total Project Cost
Project #2 – Diesel to Diesel Charter Bus Replacement						
Charter Bus 1	\$139,672	\$4,523	\$1,367	\$436,688	\$0	\$582,250
Total	\$139,672	\$4,523	\$1,367	\$436,688	\$0	\$582,250

Indirect Charges – NDEP has submitted to the EPA a request for an Indirect Cost Rate of 21.28 percent for state FY 2023, which is the rate used in this application.

Title (PCN)	Annual Salary Plus Fringe	Indirect Rate	Percent Time Commitment to Project	Total Cost to Budget
Bureau Chief (0003)	\$142,782	21.28%	3%	\$912
Management Analyst 3 (0615)	\$92,676	21.28%	5%	\$986
Environmental Scientist IV (0543)	\$107,938	21.28%	3%	\$689
Professional Engineer (0620)	\$92,534	21.28%	3%	\$591
Environmental Scientist 2 (0611)	\$81,232	21.28%	36%	\$6,223
Indirect Total				\$9,400

2024 Explanation of Budget Framework

Personnel

Title (PCN)	Annual Salary	Percent Time Commitment to Project	Total Cost to Budget
Bureau Chief (0003)	\$108,432	3%	\$3,253
Management Analyst 3 (0615)	\$59,652	5%	\$2,983
Environmental Scientist IV (0543)	\$79,900	3%	\$2,397
Professional Engineer (0620)	\$67,296	3%	\$2,019
Environmental Scientist 2 (0611)	\$58,100	36%	\$20,916
Personnel Total			\$31,567

Fringe Benefits

Title (PCN)	Annual Fringe Benefits	Percent Time Commitment to Project	Total Cost to Budget
Bureau Chief (0003)	\$34,350	3%	\$1,031
Management Analyst 3 (0615)	\$33,024	5%	\$1,651
Environmental Scientist IV (0543)	\$28,038	3%	\$841
Professional Engineer (0620)	\$25,238	3%	\$757
Environmental Scientist 2 (0611)	\$23,132	36%	\$8,328
Fringe Total			\$12,608

Travel - No travel costs have been budgeted.

Supplies - No supply costs have been budgeted.

Equipment - No equipment costs have been budgeted.

Contractual - No contractual costs have been budgeted.

Other – NDEP intends to enter into subgrant agreements with Republic Silver State located in nonattainment or maintenance zones. These agreements will fund vehicle replacement costs to support the purchase of fifteen (15) new electric refuse haulers.

Line Item and Itemized Cost	Federal Funds	Voluntary State Match (paid by Nevada)	Additional VW	Mandatory Cost-Share (paid by fleet owner)	Additional Leveraged Funds	Total Project Cost
Diesel to Electric Refuse Hauler Replacement						
Refuse Hauler 1	\$170,000	\$167,339.35	\$0	\$412,303.65	\$0	\$749,643
Total	\$170,000	\$167,339.35	\$0	\$412,303.65	\$0	\$749,643

Line Item and Itemized Cost	Federal Funds	Voluntary State Match (paid by Nevada)	Additional VW	Mandatory Cost-Share (paid by fleet owner)	Additional Leveraged Funds	Total Project Cost
Diesel to CNG Refuse Hauler Replacement						
Vehicle 1	\$26,405.14	\$16,297.05	\$3,726.38	\$239,680.47	\$33,464.92	\$319,573.39
Vehicle 2	\$26,405.14	\$16,297.05	\$3,726.38	\$239,680.47	\$33,464.92	\$319,573.39
Vehicle 3	\$26,405.14	\$16,297.05	\$3,726.38	\$239,680.47	\$33,464.92	\$319,573.39
Vehicle 4	\$26,405.14	\$16,297.05	\$3,726.38	\$239,680.47	\$33,464.92	\$319,573.39
Vehicle 5	\$26,405.14	\$16,297.05	\$3,726.38	\$239,680.47	\$33,464.92	\$319,573.39
Vehicle 6	\$26,405.14	\$16,297.05	\$3,726.38	\$239,680.47	\$33,464.92	\$319,573.39
Vehicle 7	\$26,405.14	\$16,297.05	\$3,726.38	\$239,680.47	\$33,464.92	\$319,574.39
Vehicle 8	\$26,405.14	\$16,297.05	\$3,726.38	\$239,680.47	\$33,464.92	\$319,574.39
Vehicle 9	\$26,405.14	\$16,297.05	\$3,726.38	\$239,680.47	\$33,464.92	\$319,574.39
Vehicle 10	\$26,405.14	\$16,297.04	\$3,726.39	\$239,680.47	\$33,464.92	\$319,574.39
Vehicle 11	\$26,405.15	\$16,297.04	\$3,726.38	\$239,680.47	\$33,464.92	\$319,574.39
Vehicle 12	\$26,405.15	\$16,297.04	\$3,726.38	\$239,680.47	\$33,464.92	\$319,574.39
Vehicle 13	\$26,405.15	\$16,297.04	\$3,726.39	\$239,680.47	\$33,464.91	\$319,574.38
Vehicle 14	\$26,405.15	\$16,297.04	\$3,726.39	\$239,680.47	\$33,464.91	\$319,574.38
Total	\$369,672	\$228,158.65	\$52,169.35	\$3,355,526.58	\$468,508.86	\$4,474,035.44

Indirect Charges – NDEP is assuming an Indirect Cost Rate of 21.28 percent for state FY 2024, which is the rate used in this application.

Title (PCN)	Annual Salary Plus Fringe	Indirect Rate	Percent Time Commitment to Project	Total Cost to Budget
Bureau Chief (0003)	\$142,782	21.28%	3%	\$912
Management Analyst 3 (0615)	\$92,676	21.28%	5%	\$986
Environmental Scientist IV (0543)	\$107,938	21.28%	3%	\$689
Professional Engineer (0620)	\$92,534	21.28%	3%	\$591
Environmental Scientist 2 (0611)	\$81,232	21.28%	36%	\$6,223
Indirect Total				\$9,400

Administrative Costs Expense Cap

NDEP has budgeted \$53,575 from both program years to cover administrative expenses, giving a total of \$107,150. These funds will go to covering personnel, fringe, and indirect costs associated with successfully executing the program. The proposed personnel and fringe benefit costs a total of \$44,175 per program year, which is 2.2 percent of the total project cost (total project cost includes the federal share as well as Nevada's voluntary cost-share).

Matching Funds and Cost-Share Funds

NDEP intends to use funds from the Volkswagen Environmental Mitigation Trust Fund for State Beneficiaries (State Trust) to meet the program voluntary match. Nevada has already submitted and received approval on multiple funding requests to Wilmington Trust (the Trustee managing the State Trust) relating directly to DERA State Grant Program projects (see <https://www.vwenvironmentalmitigationtrust.com/state-trust/nevada> for more information). For-profit project partners will be meeting their mandatory cost-shares through private funding. Please note that partner cost-shares may increase from what is expected if there is an increase in vehicle replacement costs. The partner entities will not be using any additional federal monies to support the purchases of these vehicles.

Funding Partnerships

NDEP intends to enter into subgrant agreements with project partners residing in one of the listed priority county areas. These agreements will fund vehicle replacement costs. Also, the Nevada Clean Diesel Program is operated on a reimbursement basis and subgrantees will not be reimbursed until and unless they provide sufficient evidence of vehicle scrappage and project completion to the NDEP.