

## BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

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Beneficiary \_\_\_\_\_

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

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

### SUMMARY

<b>Eligible Mitigation Action</b> <input type="checkbox"/> Appendix D-2 item (specify): _____ <b>Action Type</b> <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____			
<b>Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):</b>			
<b>Estimate of Anticipated NOx Reductions (5.2.3):</b>			
<b>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):</b>			
<b>Describe how the Beneficiary will make documentation publicly available (5.2.7.2).</b>			
<b>Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).</b>			
Total project budget:	Project costs paid by the Trust:		Cost share requirement:
\$ 1,584,835.00	General Trust Costs	Project Admin Costs	\$ 1,354,835.00
	\$ 200,000.00	\$ 30,000.00	
<b>Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).</b>			
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).

**ATTACHMENTS**  
(CHECK BOX IF ATTACHED)

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

**CERTIFICATIONS**

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

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

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

**DATED:** 1/29/19

Danilo Dragoni, PhD

**[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 Category 1 – Class 8 Eligible Large Trucks Eligible Mitigation Action replacement project that will support the replacement and early-retirement of 5 diesel-powered refuse trucks owned and operated by Republic Services in Clark County, Nevada. Upon completion of the project, the permanent scrapping of these Non-Government owned Class 8 refuse trucks for new CNG-powered replacements will provide a direct benefit to air quality.

The details regarding the individual units being replaced through this project as well as the replacement units are included on page 5 of this submission. The NDEP will work with Republic Services on the scrapping of the program eligible Class 8 refuse trucks and will routinely 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 Services reimbursed for this project until they have provided sufficient scrapping evidence to the NDEP.

The total, expected lifetime emissions reductions are provided in the table below. Emissions reductions were calculated based on the approach for alternative fuel-all-electric replacements that the NDEP identifies on page 26 of our Beneficiary Mitigation Plan.<sup>1</sup> Emissions reductions were quantified using the Microsoft Excel-based version of Argonne National Laboratory’s Alternative Fuel Life-Cycle Environmental and Economic Transportation (AFLEET) emissions quantifier.<sup>2</sup>

<b>Pollutant</b>	<b>Emissions Reductions (tons)</b>
NOx	6.238
PM <sub>2.5</sub>	0.167
CO	-51.038
PM <sub>10</sub>	0.180
VOC	0.181
SOx	0.035
GHGs	2,369.173

<sup>1</sup> Nevada’s Beneficiary Mitigation Plan can be found online at [https://ndep.nv.gov/uploads/air-vw-bmp-docs/beneficiary\\_mitigation\\_plan.pdf](https://ndep.nv.gov/uploads/air-vw-bmp-docs/beneficiary_mitigation_plan.pdf).

<sup>2</sup> Argonne National Laboratory’s AFLEET can be found online at <https://greet.es.anl.gov/afleet>.

Existing Vehicle/Engine Information					
Fleet Information	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
What is the vehicle's intended use?	Waste and Recycling Collection	Waste and Recycling Collection	Waste and Recycling Collection	Waste and Recycling Collection	Waste and Recycling Collection
Vehicle License Plate Number	103397P	103542P	55410A	97252P	89989P
Vehicle GVWR	61,999	61,999	61,999	61,999	61,999
Vehicle Make	Autocar	Autocar	Autocar	Autocar	Autocar
Vehicle Model	WX64	WX64	WX64	WX64	WX64
Vehicle Model Year	2007	2006	2006	2007	2006
Vehicle Identification Number	5VCDC6MF27H205103	5VCDC6MF36H203066	5VCDC6MF76H203068	5VCDC6MF87H205106	5VCHC6MF46H203157
Engine Make	Cummins	Cummins	Cummins	Cummins	Cummins
Engine Model	ISL	ISL	ISL	ISL	ISL
Engine Model Year	2007	2006	2006	2007	2006
Engine Serial Number	46697953	46559433	46559378	46698055	46561774
Fuel Type	Diesel	Diesel	Diesel	Diesel	Diesel
Annual Fuel Used	8,682	12,518	11,264	13,874	12,954
Annual Vehicle Mileage	26,269	22,705	27,088	28,011	25,546
Total Vehicle Mileage	288,963	272,456	325,059	308,116	306,550
Total Engine Mileage	N/A	N/A	N/A	N/A	N/A
Remaining Vehicle Life	4	3	3	4	3
Normal Attrition Year	2022	2021	2021	2022	2021
Replacement/Repower Vehicle/Engine Information					
Fleet Information	Unit 1	Unit 2	Unit 3	Unit 4	Unit 5
Vehicle GVWR	61,999	61,999	61,999	61,999	61,999
Vehicle Make	Peterbilt	Peterbilt	Peterbilt	Peterbilt	Peterbilt
Vehicle Model	520	520	520	520	520
Vehicle Model Year	2019	2019	2019	2019	2019
Engine Make	Cummins	Cummins	Cummins	Cummins	Cummins
Engine Model	CNG - ISLG NZ, 9Ltr	CNG - ISLG NZ, 9Ltr	CNG - ISLG NZ, 9Ltr	CNG - ISLG NZ, 9Ltr	CNG - ISLG NZ, 9Ltr
Engine Model Year	2018	2018	2018	2018	2018
Fuel Type	CNG	CNG	CNG	CNG	CNG
Unit Replacement/Repower Cost	\$ 310,967.00	\$ 310,967.00	\$ 310,967.00	\$ 310,967.00	\$ 310,967.00

## 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.

Furthermore, the Senate Committee on Finance and the Assembly Committee on Ways and Means of the Nevada Legislature has requested<sup>1</sup> “that the Division of Environmental Protection provide semiannual reports to the Interim Finance Committee regarding the status of the Volkswagen settlement and the Mitigation Fund, including recommendations by established working groups for the proposed activities to be supported by the settlement funds, and the process established to distribute settlement funds in accordance with the settlement terms.” The meetings of the Interim Finance Committee follow the Nevada Open Meeting Law (Nevada Revised Statues Chapter 241).

This commitment by the NDEP is subject to the following Nevada laws governing the publication of confidential business information and personally identifiable information.

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

<sup>1</sup> Letter from state Senator Joyce Woodhouse, Chair of the Senate Committee on Finance - September 29, 2017

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*<sup>2</sup>; penalty – states that (footnotes added for clarity):

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 Commission<sup>3</sup>, the Director<sup>4</sup> 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.**

<sup>2</sup> Nevada Department of Conservation and Natural Resources (DCNR)

<sup>3</sup> Nevada State Environmental Commission

<sup>4</sup> 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

<b>Milestone</b>	<b>Date</b>
NDEP begins solicitation for projects through the competitive Diesel Emission Mitigation Fund	CY 2018, Q2
Project partner submits application to NDEP	CY 2018, Q3
NDEP selects project partner for funding and enters into Subgrant Agreement	CY 2019, Q1
Project partner enters into Contracts, Purchase Orders, etc.	CY 2019, Q1
NDEP Submits and Trustee acknowledges receipt of project certification and funding direction	CY 2019, Q1
NDEP submits second "Advancement" payment request to Trustee	CY 2019, Q3
Project partner receives new equipment	CY 2019, Q3
NDEP submits third "Advancement" payment request to Trustee	CY 2019, Q4
Project Partner begins scrapping old equipment as new equipment is received	CY 2019, Q4
Project partner provides final invoice for equipment replacement to NDEP	CY 2019, Q4
NDEP completes review and certifies payment direction to Trustee (Reimbursement)	CY 2019, Q4
Trustee acknowledges receipt of direction for payment (Reimbursement)	CY 2019, Q4
NDEP reports project completion	CY 2019, Q4

**PROJECT BUDGET**

<b>Budget Category</b>	<b>Admin Expenses</b>	<b>Share of Replacement Budget Funded by the Trust</b>	<b>Cost Share (Paid by Project Partner)</b>	<b>Subtotal</b>
Admin Expenditures <sup>1</sup>				
Initial Payment Request	\$ 4,000.00			\$ 4,000.00
Second Payment Request	\$ 4,000.00			\$ 4,000.00
Third Payment Request	\$ 4,000.00			\$ 4,000.00
Final Payment Request	\$ 18,000.00			\$ 18,000.00
<b>Admin Expenditure Subtotal</b>	<b>\$ 30,000.00</b>			<b>\$ 30,000.00</b>
Equipment Expenditures				
1 CNG-powered Refuse Truck		\$ 40,000.00	\$ 270,967.00	\$ 310,967.00
<b>Subtotal for 5 Refuse Trucks</b>		<b>\$ 200,000.00</b>	<b>\$ 1,354,835.00</b>	<b>\$ 1,554,835.00</b>
<b>Project Totals</b>	<b>\$ 30,000.00</b>	<b>\$ 200,000.00</b>	<b>\$ 1,354,835.00</b>	<b>\$ 1,584,835.00</b>
Associated Percentages	15% of Total Trust Project Cost	13% of Replacement Cost	87% of Replacement Cost	

<sup>1</sup> The NDEP is planning to submit 3 “Advancement” payment requests to the Trustee to support the NDEP’s Administrative expenses associated with this project and one “Reimbursement” payment request to the Trustee that will include direction to provide funding to NDEP for Administrative expenses and Republic Services for the replacement of the refuse trucks. The first “Advancement” request is included with this Beneficiary Eligible Mitigation Action Certification and the 2 that will follow are expected to be submitted at the beginning of the next calendar quarters—that is, July 1, 2019 and September 1, 2019.

**PROJECTED TRUST ALLOCATIONS**

<b>ANNUAL PROJECTIONS</b>	<b>2019</b>
1. Anticipated annual project funding request to be paid through the Trust	\$ 230,000.00
2. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Administrative Expenditures	\$ 30,000.00
3. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Expenditures	\$ 200,000.00
4. Anticipated annual cost share	\$ 1,354,835.00
5. Anticipated total project funding by year (line 1 plus line 4)	\$ 1,584,835.00
<b>CUMULATIVE PROJECTIONS</b>	
6. Cumulative outstanding Trustee payments requested against cumulative approved Beneficiary allocation	\$ 5,877,166.81
7. Cumulative Trustee payments made to date against cumulative approved Beneficiary allocation	\$ 625,197.32
8. Beneficiary funding to be paid through the Trust for this project (sum of line 1)	\$ 230,000.00
9. Total funding approved for Beneficiary Eligible Mitigation Actions, inclusive of current Action (sum of lines 6, 7, and 8)	\$ 6,732,364.13
10. Beneficiary share of estimated funds remaining in Trust	\$ 24,248,827.16
11. Estimated Beneficiary funds remaining in Trust after project completion (line 10 minus lines 6 and 8)	\$ 18,141,660.35

**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 three ways: 1, timely updates to NDEP's VW Environmental Mitigation Trust Fund webpage; 2, semiannual reporting to the Nevada Legislature's Interim Finance Committee (IFC); and 3, 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.

The Senate Committee on Finance and the Assembly Committee on Ways and Means of the Nevada Legislature have requested "that the Division of Environmental Protection provides semiannual reports to the IFC regarding the status of the Volkswagen settlement and the Mitigation Fund, including recommendations by established working groups for the proposed activities to be supported by the settlement funds, and the process established to distribute settlement funds in accordance with the settlement terms." The meetings of the IFC follow the Nevada Open Meeting Law (Nevada Revised Statutes Chapter 241). In the reports submitted to the IFC details describing the progress of implementing this Eligible Mitigation Action will be provided. In the report submitted immediately following the completion of the project, details describing the completion of the project will also be provided.

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."

Finally, the 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.



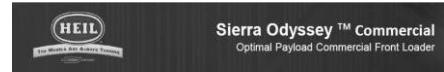
**ATTACHMENT D**

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

## Group A - Body Quote (\$149,886) and Chassis Quote (\$161,081)

### Republic Services Quote

Date	7/30/2018
Number of Units	16
Specification	Sierra Odyssey Commercial
Contact Name	
Phone Number	702-280-0067
Sold To:	Republic Silver State Disposal, Inc.
Address	315 West Cheyenne Avenue
City and State	North Las Vegas NV 89030
Legal Entity	Republic Silver State Disposal, Inc.
Division #	3820
Order Line #	19PH188-203
PO Number	TBD
Decals:	
City, State	North Las Vegas NV
DOT	Please Advise
Unit #	Please Advise
Chassis Arrival Date	tbd
Chassis Make/Spec	Peterbilt
Chassis Model/GSO	520
Chassis VIN(s)	TBD
Exhaust	Please Advise
Transmission	3000RDS
Chassis Drive	Left Hand Drive Only
Wheelbase	210
CNG	75 DGE
TOTAL Body Price INCLUDES FET AND SHIPPING, BUT DOES NOT INCLUDE SALES TAX	<b>\$2,398,183</b>



Quote Provided By:  
Brandon Volner

### Heil Standard Equipment Features included in Base Price

- Sliding top door
- Hinged and completely sealed left-side body access door with Step and Grab Handle
- Full aluminum cab shield with air cylinder assisted raise
- Under hopper liquid sump with 2 clean-out doors
- Body service props for service hoist models and service lift
- Tailgate service props
- Fully automatic Shur-Lock™ tailgate locks
- Patented clamp-on arms
- 8,000 lb. capacity arms - WASTEC WRP 06-1996 rated
- Four arm shaft bearing supports
- Fork cross shaft rubber bumpers
- Bolt-on rubber arm stops
- Heavy-duty forks - 1.5" thick x 59" grip length
- PTO Mounted load-sense piston pump
- Crossed packing cylinders
- Chrome-plated cylinder rods and telescopic sleeves
- Chassis frame-mounted aluminum oil tank with level / temperature gauge and suction shut-off valve
- 3-micron return line filter with magnetic trap and in-cab filter bypass monitor
- High pressure filter kit
- 100-micron suction line strainer
- Fabric guard hose protection for all high-pressure hoses
- Cortex Controller™ with InSight™ diagnostic display with integrated 3rd Eye camera feed
- Throttle advance kit
- Left hand single joystick
- Complete array of in-cab function indicator lights
- 5 lb. In-Cab Fire Extinguisher
- Solid state control panel
- Streetwise Hydraulics™
- Body Hydraulic Pressure Alarm
- Backup Alarm
- Hopper Flood Light
- Low oil level sensor light, buzzer, and pump shut-off
- Severe-duty wear bar kit
- 3" sump drain on street side and curb side
- Remote packer lube kit
- Remote I/O for Tailgate Valve
- Shovel kit mounted on back of the packer
- Arm / Fork over height warning kit
- Backup and license plate light
- LED center-mounted brake light
- LED duplicate high and low mount stop, turn, and tail lights
- LED mid-body turn signals
- Strobe light, amber mounted on lower tailgate - in-cab switch, pump on, and reverse
- Front and rear mud flaps - anti-sail / anti-splash
- Rear underride guard
- 20 lb. fire extinguisher
- FMVSS #108 clearance lights & reflectors
- ICC reflective tape
- Rear camera bracket and flood lights - reverse activated
- Body undercoating
- Customer's choice of one color finish paint from ColorSmart brochure
- Standard 1-year warranty (up to 2,000 Hours of Operation)
- ANSI Z 245.1-2012 Compliant
- Safety Triangle
- Cavity coat and joint sealer
- Incab Tailgate Lock Indicator (T/g Prox)
- Tailgate lock and closed sensor with in cab indicator and alarm.
- Greaseless Tailgate Hinge and Lift Cylinders
- Hydraulic Oil Temperature Sensor with Alarm

<b>Base Units Sierra Odyssey</b>		
x	28 yard	\$98,117
<b>CHASSIS MUST CONFORM WITH HEIL'S MOST CURRENT CHASSIS SPECIFICATIONS</b>		
<b>Mounting Options</b>		
x	Full Factory Mount with Service Hoist (if 5 axle - service lift)	INCLUDED
	Deduct for service hoist if a 5 axle truck	(\$1,500)
<b>Power Take Off / Pump Options</b>		
x	PTO Mounted Load Sense Piston pump - Includes PTO	INCLUDED
	Remote Mount Pump	INCLUDED
<b>Certain transmission / chassis configurations may not have proper clearance to allow direct mount or live power systems driven off of the transmission</b>		
<b>Control Options</b>		
x	Left Hand 2-Lever Electric Control in lieu of Multifunction Joystick	INCLUDED
	Outside 2-lever controls (Arms, Forks) PLUS switch bank (Pump, TA, Packer) - (558-0004-005)	\$1,899
<b>Lighting and Electrical Accessories</b>		
x	Body Side Backing Assist Lights - LED	INCLUDED
x	Whelen Tailgate Strobe Kit	INCLUDED
x	AWTI Radar Warning System	INCLUDED
x	Amber Turn Signal	INCLUDED
x	Single LED Container Work Light- in-cab switch	INCLUDED
x	Dual Cab Guard Mounted LED Flood Lights	INCLUDED
x	Grote Light Upgrade	INCLUDED
<b>Body Options</b>		
x	Curbside Mounted Roof Access Ladder (Only one selection allowed)	INCLUDED
x	Hydraulic Oil Tank Quick Disconnect Kit - For use with filter buggy	INCLUDED
x	24" Tool Box Bumper Mount - Aluminum	INCLUDED
x	Extendable Broom & Packer Broom and a Packer Shovel	INCLUDED
x	Spill Kit in Tool Box	INCLUDED
x	Republic White Front Mud flaps	INCLUDED
x	Republic Cab Decal Kit	INCLUDED
x	Republic Body Decal Kit	INCLUDED
x	D-Ring Fall Protection	INCLUDED
x	Rear Caution Decal	INCLUDED
x	Fender Extensions	INCLUDED
x	Sliding Top Door - Steel	INCLUDED
x	No Body Sump Doors	INCLUDED
x	No Floor Drain	INCLUDED
x	1.5" Fork Upgrade	INCLUDED
x	Wheel Chock Kit - Dual	INCLUDED
	California Back Up Alarm	\$624
	60 Gallon Washout Tank - side mounted - Not available with pusher axle	\$1,578
	60 Gallon Washout Tank - rear mounted - Not available with tag axle	\$1,578
	Bottom Pocket Adjustable Forks w/ Curotto Commercial Gripper	\$20,294
	Hydraulically Adjustable Bottom Pocket Forks	\$8,707
	Loadman Fork Scale Kit, Installed	\$18,772
<b>Camera Systems</b>		
<b>All camera systems are mounted with protective camera brackets and twin tailgate flood lights</b>		
<b>CAMERA MONITOR LOCATION WILL BE ROOF MOUNTED; Swivel monitor bracket will be provided for dual drive chassis</b>		
<b>3rd Eye Camera Systems</b>		
x	3rd Eye Double Camera with LCD Color Monitor (Cameras on T/G & RH Alley)	INCLUDED
	Additional Hopper Camera - (229-0003-001)	\$378
	Additional Left Hand Alley Camera - (229-0003-005)	\$378
<b>CNG/CNrG Installation</b>		
	60 DGE CNrG w/Tank Fill includes install / mount - Includes Front Bumper, Fast Fill and CNrG Decals	\$28,092
x	75 DGE CNrG w/Tank Fill includes install / mount - Includes Front Bumper, Fast Fill and CNrG Decals	\$31,429
	90 DGE CNrG w/Tank Fill includes install / mount - Includes Front Bumper, Fast Fill and CNrG Decals	\$37,915
	105 DGE CNrG w/Tank Fill includes install / mount - Includes Front Bumper, Fast Fill and CNrG Decals	\$43,019
	CNG Mounting Brackets (Tank Fill, Decal and Installation)	\$4,334

<b>Tag Axle or Pusher Axle Option</b>		
x	Tag Axle Spill shield - Prevents debris from collecting on the tag axle	INCLUDED
	Pre-Installed Pusher Axle	\$0
	Pre-Installed Tag Axle	\$0
	13K lb Hendrickson Pusher Steerable Axle - Includes (275/R22 Tires & Alum Wheels)	\$10,151
	13K lb Hendrickson Tag Steerable Axle - Includes (275/R22 Tires & Alum Wheels)	\$10,151
	13K lb Hendrickson Pusher Non Steerable Axle - Includes (275/R22 Tires & Alum Wheels)	\$9,555
	13K lb Hendrickson Tag Non Steerable Axle - Included (275/R22 Tires & Alum Wheels)	\$9,555
	13K lb Hendrickson Steerable Tag Axle with Tag Lock	\$11,148
	20K lb Hendrickson Pusher Steerable Axle	\$10,151
	20K lb Hendrickson Tag Steerable Axle	\$10,151
	20K lb Hendrickson Pusher Non-Steerable Axle	\$9,555
	20K lb Hendrickson Tag Non-Steerable Axle	\$9,555
	315 Aluminum Wheels & Tires - Upgrade	\$1,250
	315 Aluminum Wheels & Tires - Upgrade	\$1,250
<b>Extended Warranty</b>		
x	One (1) Year Complete Body Warranty	INCLUDED
x	Infinity Series Packer/Eject Cylinders with scrapers and hardened rods to 50 HRC by Rosenboom - Includes Five (5) Year Packer/Eject Cylinder Warranty covering dents and dings	INCLUDED
x	Two (2) Year Cylinder Parts Warranty	INCLUDED
<b>Paint Options</b>		
x	Republic Blue, Dupont 784083	INCLUDED
<b>TOTALS</b>		
	Total Base Body Price with Republic Standard Spec	\$98,117
	Options Total	\$31,429
	Chassis Mods	\$0
	Total Base Plus Options	\$129,546
	FET (Calculated based on Body and Options, Does not include Mount or Warranty)	\$15,028
	Freight Each	\$5,313
	Total Price per Unit	\$149,886
	Number of Units	16
	Total Order Price	\$2,398,183



**Crane**  
 PO Box 200105  
 San Antonio, TX 78220  
 877-661-4511

# Customer Proposal Letter

Republic Silver State Disposal, Inc.  
 770 East Sahara Ave Ste 400  
 Las Vegas, NV 89104-2909  
 (702) 280-0067

Thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

## VEHICLE

Make Peterbilt Model 520 Year 2019 Stock Number To Be Determined  
 Additional Vehicle and Accessories Description To be delivered on or about \_\_\_\_\_

2019 Peterbilt Model 520- GVW: 60,000 lbs., Engine Make: CUMMINS, Engine Model: L9N, Engine Model Year: 2018, Fuel Type: Compressed Natural Gas (CNG)

Quantity	1	Total
Truck Price per Unit	<u>\$142,826.00</u>	<u>\$142,826.00</u>
F.E.T. (Factory & Dealer Paid)	<u>\$14,905.00</u>	<u>\$14,905.00</u>
Net Sales Price	<u>\$157,731.00</u>	<u>\$157,731.00</u>
Optional Extended Warranty(ies)	<u>\$3,350.00</u>	<u>\$3,350.00</u>
State Sales Tax	_____	_____
Documentary Fee	_____	_____
Administration Fee	_____	_____
Vehicle Inventory Tax	_____	_____
Additional Taxes	_____	_____
Tire Recycling Program	_____	_____
Battery Disposal Fee	_____	_____
Out of State Vehicle Fee	_____	_____
Rebate(s)	_____	_____
Total Sales Price (Including Rebate(s))	<u>\$161,081.00</u>	<u>\$161,081.00</u>
Trade Allowance (see DISCLAIMER Below)	_____	<u>\$0.00</u>

Sales Representative

Jason Guzauskas

Purchaser

signature

printed name

signature

printed name

Accepted by Sales Manager or  
 General Manager

title

date

signature

printed name

**Quote good until 8/27/2018**

**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 subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. 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 this Proposal by Customer.