

## 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:	
\$ 1,195,445.51	General Trust Costs	Project Admin Costs	\$ 438,695.60
	\$ 658,043.40	\$ 98,706.51	
<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:

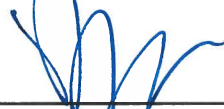
1. This application is submitted on behalf of Beneficiary \_\_\_\_\_, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and 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:** 3/14/19

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 Eligible Mitigation Action Category 7 – Airport Ground Support Equipment replacement project to support the early retirement and replacement of 21 pieces of airport ground support equipment (AGSE) owned and operated by United Airlines, Inc. located at the McCarran International Airport in Clark County, Nevada. Upon completion of the project, the permanent scrapping of this Non-Government owned AGSE for brand new, all-electric 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 pages 5 through 7 of this submission. The NDEP will work with United Airlines on the scrapping of the program eligible piece of AGSE 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 United Airlines 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 (and detailed on page 8). Emissions reductions were calculated based on the approach for alternative fuel-all-electric replacements that the NDEP identifies on page 26 our Beneficiary Mitigation Plan.<sup>1</sup> Emissions reductions were quantified using the EPA’s Diesel Emission Quantifier.<sup>2</sup>

<b>Pollutant</b>	<b>Emissions Reductions (tons)</b>
NO <sub>x</sub>	45.712
PM <sub>2.5</sub>	4.777
CO	23.733
HC	4.490
CO <sub>2</sub>	3,855.939

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

<b>Existing Equipment/Engine Information</b>					
<b>Instructions/Units</b>	<b>Fleet Information</b>	<b>Unit 1</b>	<b>Unit 2</b>	<b>Unit 3</b>	<b>Unit 4</b>
Examples include baggage tug or tractor, belt loader, aircraft tug, etc.	What is the equipment's intended use?	Wollard	Wollard	Wollard	Wollard
	Equipment Manufacturer	Wollard	Wollard	Wollard	Wollard
	Equipment Model	TC888A	TC888A	TC888A	TC888A
	Equipment Model Year	1997	1996	1997	1997
	Engine Make	Isuzu	Deutz	Deutz	Deutz
	Engine Model	C240	1011	1011	1011
	Engine Model Year	1997	1996	1997	1997
	Engine Serial Number	154433	157945	175446	21502370
	Engine Horsepower	59	59	59	59
Include idling hours	Annual Hours of Operation	504	630	584	684
Include idling hours	Total Hours of Operation	5,723	6,082	6,013	6,393
	Fuel Type	Diesel	Diesel	Diesel	Diesel
(gallons)	Annual Fuel Used	580	725	672	787
	If diesel-powered, what is the engine tier?	2	2	2	2
	If gasoline-powered, what is the engine's NOx emission standard?	N/A	N/A	N/A	N/A
(years)	Remaining Equipment Life	9	8	9	9
Year in which Equipment would normally be retired/sold by the fleet owner if not for this grant.	Normal Attrition Year	2027	2026	2027	2027
<b>Replacement/Repower Equipment/Engine Information</b>					
<b>Instructions/Units</b>	<b>Fleet Information</b>	<b>Unit 1</b>	<b>Unit 2</b>	<b>Unit 3</b>	<b>Unit 4</b>
	Equipment GVWR	6800	6800	6800	6800
	Equipment Make	Textron	Textron	Textron	Textron
	Equipment Model	TUG 660E	TUG 660E	TUG 660E	TUG 660E
	Equipment Model Year	2018	2018	2018	2018
	Engine Make	Powerstow	Powerstow	Powerstow	Powerstow
	Engine Model	Electric Battery	Electric Battery	Electric Battery	Electric Battery
	Engine Model Year	2018	2018	2018	2018
	Fuel Type	Electric	Electric	Electric	Electric
	Unit Replacement/Repower Cost	\$ 56,423.00	\$ 56,423.00	\$ 56,423.00	\$ 56,423.00

Unit 5	Unit 6	Unit 7	Unit 8	Unit 9	Unit 10	Unit 11	Unit 12	Unit 13	Unit 14
Wollard	Wollard	Wollard	Wollard	Wollard	Wollard	ACE	TUG	TUG	Wollard
Wollard	Wollard	Wollard	Wollard	Wollard	Wollard	ACE	TUG	TUG	Wollard
TC888A	TC888A	TC888A	TC888A	TC888A	TC888A	4069	663-14	663-14	TC888A
1997	1997	1997	1997	1997	1997	1992	1997	1997	1998
Deutz	Deutz	Deutz	Deutz	Deutz	Deutz	Isuzu	Deutz	Deutz	Deutz
1011	1011	1011	1011	1011	1011	C240	1011	1011	1011
1997	1997	1997	1997	1997	1997	1992	1997	1997	1998
191494	197495	197480	21509135	505061	197514	XTALLO251DZ	XTALLO251DZ	XTALLO251DZ	no markings
59	59	59	59	59	59	59	59	59	59
869	81	357	813	1,079	664	53	592	577	492
7,157	4,047	5,177	7,009	7,035	6,381	3,909	5,473	5,450	8,369
Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel
1000	93	411	936	1242	764	65	722	703	600
2	2	2	2	2	2	1	1	1	1
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9	9	9	9	9	9	4	9	9	10
2027	2027	2027	2027	2027	2027	2022	2027	2027	2028

Unit 5	Unit 6	Unit 7	Unit 8	Unit 9	Unit 10	Unit 11	Unit 12	Unit 13	Unit 14
6800	6800	6800	6800	6800	6800	6800	6800	6800	6800
Textron	Textron	Textron	Textron	Textron	Textron	Textron	Textron	Textron	Textron
TUG 660E	TUG 660E	TUG 660E	TUG 660E	TUG 660E	TUG 660E	TUG 660E	TUG 660E	TUG 660E	TUG 660E
2018	2018	2018	2018	2018	2018	2018	2018	2018	2018
Powerstow	Powerstow	Powerstow	Powerstow	Powerstow	Powerstow	Powerstow	Powerstow	Powerstow	Powerstow
Electric Battery	Electric Battery	Electric Battery	Electric Battery	Electric Battery	Electric Battery	Electric Battery	Electric Battery	Electric Battery	Electric Battery
2018	2018	2018	2018	2018	2018	2018	2018	2018	2018
Electric	Electric	Electric	Electric	Electric	Electric	Electric	Electric	Electric	Electric
\$ 56,423.00	\$ 56,423.00	\$ 56,423.00	\$ 56,423.00	\$ 56,423.00	\$ 56,423.00	\$ 56,423.00	\$ 56,423.00	\$ 56,423.00	\$ 56,423.00

Unit 15	Unit 16	Unit 17	Unit 18	Unit 19	Unit 20	Unit 21
Wollard	Wollard	Wollard	Toyota	Toyota	Toyota	Toyota
Wollard	Wollard	Wollard	Toyota	Toyota	Toyota	Toyota
TC888A	TC888A	TC888A	02-2TD23	02-2TD23	02-2TD23	02-2TD23
1998	1996	1996	1999	1999	1999	1997
Deutz	Deutz	Deutz	Toyota	Toyota	Toyota	Toyota
1011	1011	1011	2DZ	2DZ	2DZ	2DZ
1998	1996	1996	1999	1999	1999	1997
no markings	no markings	no markings	XTALLO251DZ	XTALLO251DZ	XTALLO251DZ	504
59	59	59	55	55	55	55
603	550	87	165	108	224	44
5,505	5,445	3,950	4,268	7,178	4,361	7,125
Diesel	Diesel	Diesel	Diesel	Diesel	Diesel	Diesel
735	670	106	188	123	255	47
1	1	1	2	2	2	2
N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	8	8	11	11	11	9
2028	2026	2026	2029	2029	2029	2027
Unit 15	Unit 16	Unit 17	Unit 18	Unit 19	Unit 20	Unit 21
6800	6800	6800	7495	7495	7495	7495
Textron	Textron	Textron	Toyota	Toyota	Toyota	Toyota
TUG 660E	TUG 660E	TUG 660E	Toyota TE18	Toyota TE18	Toyota TE18	Toyota TE18
2018	2018	2018	2018	2018	2018	2018
Powerstow	Powerstow	Powerstow	Exide	Exide	Exide	Exide
Electric Battery	Electric Battery	Electric Battery	80v	80v	80v	80v
2018	2018	2018	2018	2018	2018	2018
Electric	Electric	Electric	Electric	Electric	Electric	Electric
\$ 56,423.00	\$ 56,423.00	\$ 56,423.00	\$ 34,387.00	\$ 34,387.00	\$ 34,387.00	\$ 34,387.00

Unit	Unit Cost	Requested Amount	Emissions Reductions (tons)				
			NOx	PM2.5	CO	HC	CO2
Unit 1	\$ 56,423.00	\$ 33,853.80	2.990	0.339	1.646	0.309	243.338
Unit 2	\$ 56,423.00	\$ 33,853.80	2.990	0.339	1.646	0.309	243.338
Unit 3	\$ 56,423.00	\$ 33,853.80	2.990	0.339	1.646	0.309	243.338
Unit 4	\$ 56,423.00	\$ 33,853.80	2.990	0.339	1.646	0.309	243.338
Unit 5	\$ 56,423.00	\$ 33,853.80	2.990	0.339	1.646	0.309	243.338
Unit 6	\$ 56,423.00	\$ 33,853.80	2.990	0.339	1.646	0.309	243.338
Unit 7	\$ 56,423.00	\$ 33,853.80	2.990	0.339	1.646	0.309	243.338
Unit 8	\$ 56,423.00	\$ 33,853.80	2.990	0.339	1.646	0.309	243.338
Unit 9	\$ 56,423.00	\$ 33,853.80	2.990	0.339	1.646	0.309	243.338
Unit 10	\$ 56,423.00	\$ 33,853.80	2.990	0.339	1.646	0.309	243.338
Unit 11	\$ 56,423.00	\$ 33,853.80	0.212	0.007	0.058	0.016	21.939
Unit 12	\$ 56,423.00	\$ 33,853.80	2.790	0.307	1.515	0.288	240.638
Unit 13	\$ 56,423.00	\$ 33,853.80	2.790	0.307	1.515	0.288	240.638
Unit 14	\$ 56,423.00	\$ 33,853.80	2.420	0.195	0.973	0.176	225.450
Unit 15	\$ 56,423.00	\$ 33,853.80	2.420	0.195	0.973	0.176	225.450
Unit 16	\$ 56,423.00	\$ 33,853.80	1.463	0.122	0.677	0.142	130.950
Unit 17	\$ 56,423.00	\$ 33,853.80	1.463	0.122	0.677	0.142	130.950
Unit 18	\$ 34,387.00	\$ 20,632.20	0.565	0.033	0.222	0.042	51.638
Unit 19	\$ 34,387.00	\$ 20,632.20	0.565	0.033	0.222	0.042	51.638
Unit 20	\$ 34,387.00	\$ 20,632.20	0.565	0.033	0.222	0.042	51.638
Unit 21	\$ 34,387.00	\$ 20,632.20	0.565	0.033	0.222	0.042	51.638
<b>Total</b>	<b>\$ 1,096,739.00</b>	<b>\$ 658,043.40</b>	<b>45.712</b>	<b>4.777</b>	<b>23.733</b>	<b>4.490</b>	<b>3,855.939</b>



## 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
NDEP submits third "Advancement" payment request to Trustee	CY 2019, Q4
NDEP submits fourth "Advancement" payment request to Trustee	CY 2020, Q1
NDEP submits fifth "Advancement" payment request to Trustee	CY 2020, Q2
NDEP submits sixth "Advancement" payment request to Trustee	CY 2020, Q3
Project partner begins receiving new equipment	CY 2020, Q3
Project Partner begins scrapping old equipment as new equipment is received	CY 2020, Q3
NDEP submits seventh "Advancement" payment request to Trustee	CY 2020, Q4
Project partner provides final invoice for equipment replacement to NDEP	CY 2020, Q4
NDEP completes review and certifies payment direction to Trustee (Reimbursement)	CY 2020, Q4
Trustee acknowledges receipt of direction for payment (Reimbursement)	CY 2020, Q4
NDEP reports project completion	CY 2020, Q4

## PROJECT BUDGET

Budget Category	Admin Expenses	Share of Replacement Budget Funded by the Trust	Cost Share (Paid by Project Partner)	Subtotal
Admin Expenditures <sup>1</sup>				
Initial Payment Request	\$ 8,225.54			\$ 8,225.54
Second Payment Request	\$ 8,225.54			\$ 8,225.54
Third Payment Request	\$ 8,225.54			\$ 8,225.54
Fourth Payment Request	\$ 8,225.54			\$ 8,225.54
Fifth Payment Request	\$ 8,225.54			\$ 8,225.54
Sixth Payment Request	\$ 8,225.54			\$ 8,225.54
Seventh Payment Request	\$ 8,225.54			\$ 8,225.54
Final Payment Request	\$ 41,127.71			\$ 41,127.71
<b>Admin Expenditure Subtotal</b>	<b>\$ 98,706.51</b>			<b>\$ 98,706.51</b>
Equipment Expenditures <sup>2</sup>				
1 All-Electric Belt Loader		\$ 33,853.80	\$ 22,569.20	\$ 56,423.00
1 All-Electric Baggage Tug		\$ 20,632.20	\$ 13,754.80	\$ 34,387.00
<b>Subtotal for 17 Belt Loaders</b>		<b>\$ 575,514.60</b>	<b>\$ 383,676.40</b>	<b>\$ 959,191.00</b>
<b>Subtotal for 4 Baggage Tugs</b>		<b>\$ 82,528.80</b>	<b>\$ 55,019.20</b>	<b>\$ 137,548.00</b>
<b>Subtotal for Equipment</b>		<b>\$ 658,043.40</b>	<b>\$ 438,695.60</b>	<b>\$ 1,096,739.00</b>
<b>Project Totals</b>	<b>\$ 98,706.51</b>	<b>\$ 658,043.40</b>	<b>\$ 438,695.60</b>	<b>\$ 1,195,445.51</b>
Associated Percentages	15% of Total Trust Project Cost	60% of Replacement Cost	40% of Replacement Cost	

<sup>1</sup> The NDEP is planning to submit seven “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 the NDEP for Administrative expenses and United Airlines, Inc. for the replacement of the airport ground support equipment. The first “Advancement” request is included with this Beneficiary Eligible Mitigation Action Certification and the six that will follow are expected to be submitted at the beginning of the next calendar quarters—that is, July 1, 2019, September 1, 2019, etc.

<sup>2</sup> Note that the NDEP is not covering the cost of the necessary charging infrastructure associated with the new All-Electric Airport Ground Support Equipment.

**PROJECTED TRUST ALLOCATIONS**

<b>ANNUAL PROJECTIONS</b>	<b>2019</b>	<b>2020</b>
1. Anticipated annual project funding request to be paid through the Trust	\$ 24,676.63	\$ 732,073.28
2. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Administrative Expenditures	\$ 24,676.63	\$ 74,029.88
3. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Expenditures	\$ 0.00	\$ 658,043.40
4. Anticipated annual cost share	\$ 0.00	\$ 438,695.60
5. Anticipated total project funding by year (line 1 plus line 4)	\$ 24,676.63	\$ 1,170,768.88
<b>CUMULATIVE PROJECTIONS</b>		
6. Cumulative outstanding Trustee payments requested against cumulative approved Beneficiary allocation	\$ 6,352,796.03	
7. Cumulative Trustee payments made to date against cumulative approved Beneficiary allocation	\$ 684,068.10	
8. Beneficiary funding to be paid through the Trust for this project (sum of line 1)	\$ 756,749.91	
9. Total funding approved for Beneficiary Eligible Mitigation Actions, inclusive of current Action (sum of lines 6, 7, and 8)	\$ 7,793,614.04	
10. Beneficiary share of estimated funds remaining in Trust	\$ 24,189,956.38	
11. Estimated Beneficiary funds remaining in Trust after project completion (line 10 minus lines 6 and 8)	\$ 17,080,410.44	



**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**



Quote No. 18779864082

**PRICE QUOTE FOR**

**Model 660E Electric Mobile Belt Conveyor - 660 Beltloader, AC Electric Drive, Standard Width**

**Thursday, July 19, 2018**

**Quote No. 187798640821 Prepared For:**

**United Airlines**

**Voice**

**Fax:**

**Your Contact at TUG is**

**Part Number:** 660E-AC

**Product Description** 660 Beltloader, AC Electric Drive, Standard Width X 24.5' Hydraulic Conveyor

**Application:**

**Transportation Agreement: Ex-Works US \$959,198**

**Option ID Option Description**

- OPT-ALA-006 Back-up Alarm, Standard Morse Code
- OPT-BAT-235 Battery from Powerstow
- OPT-BEL-034 Add RF belt control & push/twist e-stop
- OPT-BEL-035 Add RR belt control and push/twist e stop
- OPT-BEL-045 Changes LF belt control to recessed
- OPT-BEL-046 Changes RF belt control to recessed
- OPT-BEL-047 Changes LR belt control to recessed (STD conv only)
- OPT-BEL-048 Changes RR belt control to recessed (STD conv only)
- OPT-BUM-068 Driver compartment bumpers w/o cab
- OPT-CHA-028 Rapid Charge w/BMID AA @ SFO; UAL @ IAH
- OPT-CHO-019 Chock Box 16 x 16 x 6
- OPT-CHO-023 UNITED, WHEEL CHOCK, UA BRAND 660
- OPT-DEC-086 Stamp serial number into frame -
- OPT-DOC-023 UAL/UGE Documentation (pictures)
- OPT-ELE-225 Euro Din Connector
- OPT-EST-068 changes LR e-stop to recessed push/twist STD CONV ONLY
- OPT-EST-071 changes RR e-stop to recessed push/twist STD CONV ONLY
- OPT-EST-077 Changes LF e-stop to recessed (w/RUB-024 only)



Quote No. 18779864082

- OPT-EST-078 Changes RF e-stop to recessed (w/RUB-024 only)
- OPT-FLO-020B Grit Paint Instead of Safety Walk
- OPT-GUA-134 Low Profile Rear Hoop Guard
- OPT-HAN-025 UAL supplied RH Handrail
- OPT-LIG-176 Single LED Worklight on Solid Post
- OPT-MIS-207 Bolt on 757 Steps with Handrail
- OPT-MIS-273 Rear Bumper steps w/handle
- OPT-MIS-287B Hyd tank w/dessicant filer/quick fluid change ports
- OPT-PAI-048 Paint Filler caps
- OPT-PAI-055 Paint park brake handle red
- OPT-PAI-062 Paint brake pedal black w/red pedal face
- OPT-RUB-003 Rub Rails, 5 Places
- OPT-RUB-024 Nylon pads, Conv Sides- DELTA - to use w/BUM-024 or 075 STD CONV ONLY
- OPT-SEA-076B Orange retractable seat belt
- OPT-WHE-136 225/75R/16 Safari Radials

<b>Total Ex-works Price Per Unit:</b>	<b>\$56,423</b>
<b>Quantity:</b>	<b>x 17</b>
<b>Freight Charges:</b>	<b>\$0</b>

<b>Additional Terms:</b>	<b>Quote Total US: \$959,198</b>
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<b>Payment Terms:</b>	Net 30 Pending Credit Approval
<b>Freight:</b>	Customer Responsible for All Freight Charges
<b>Quote Valid for:</b>	30 Days
<b>Lead Time:</b>	16-20 Weeks ARO
<b>Comments:</b>	

Warranty: TUG Technologies Corporation Warranty Applies to the time of Shipment. See Official Warranty Statement for Details. TUG Technologies Corporation "General Terms and Conditions of Sale" enclosed.

TUGTechnologies Corporation may on occasion use remanufactured components in the assembly of some of our products when new components are no longer available and there is no suitable replacement. Any remanufactured components used are tested and guaranteed to be of a quality consistent with new parts.



**Atlas Toyota Material Handling**  
 1815 Landmeier Rd  
 Elk Grove Village, IL 60007-2420  
 Phone: 847-678-3450  
 Fax: 847-678-1750

To: United Airlines - WHQGQ  
 PO Box 66100  
 Chicago, IL 60666-0100

Date: July 18,2018  
 Our Ref: 40548048- R

Attn:

Phone:

We respectfully submit this quotation for the following NEW Toyota Electric Tow Tractor ( 1 to 50 each):

***Toyota...Proud to be the world's #1 forklift manufacturer!***

**TOYOTA MODEL 2TE18**, Electric Sit-Down Tow Tractor (UL-E Conformity), quality engineered with the following specification:

- Pneumatic Tires
- Electric Battery Powered

**Designed to meet the very high cycle requirements of Toyota's own production plants and the needs of the ground support industry, the Toyota 2TE18 Electric Tow Tractor is 8equipped with a range of performance and productivity features to exceed the demands of your toughest workplace environments.**

**OPERABILITY / PERFORMANCE**

Featuring a Toyota designed AC Drive and MOSFET transistor control system, the 2TE18 offers smooth acceleration, improved battery efficiency, and top travel speed loaded or unloaded. The forklift style drive motor/rear axle assembly offers transverse mounting of the motor to allow a very compact drive assembly while delivering excellent durability, power, visibility, and gradeability. A standard digital display offers on-board diagnostics, 2 speed travel control, four password protected performance parameters, and full hour meter functions.



***Photo may portray optional equipment not included in your quotation.***

**RELIABILITY / DURABILITY**

To give the reliability and durability you expect from a Toyota, the 2TE18 is built using forklift and industrial style components, not automotive style components, to create a true industrial tow tractor. Some of the features you will find:

- Heavy Gauge Steel Frame Construction
- Heavy Gauge Steel Front Panel
- Service Items Accessible with Minimum Tools
- Helical Transmission Gears
- Hydraulic Front Disc and Rear Drum Brakes
- Brushless AC Drive Motor
- Remote Release Single Stage Pin Type Hitch
- All Lights are Recessed or Protected to Prevent Damage
- Tight Turning Radius Steer Axle with Power Steering

**ERGONOMICS**

The 2TE18 was designed with operator productivity as a primary concern. It features an ergonomically designed operator's compartment with easy operation of all controls and pedals to help reduce operator fatigue. It includes items such as a wide floorboard with low entry step height, electric direction/speed control lever for fingertip control, and a small diameter tilt steering wheel with hydraulic power steering. Visibility around the tractor is excellent with almost no points to block the operator's vision of important functions.

<b><i>Towing Capacity</i></b>	<b>Towing Capacity - 4000 lbs. Maximum Drawbar Pull , 55,000 towed load,</b>
<b><i>Speeds</i></b>	Travel Speed: 15.60 mph
<b><i>Voltage</i></b>	80 Volt Electrical System
<b><i>Steering</i></b>	Hydraulic Power Steering
<b><i>Wheels and Tires</i></b>	Front Tires: 165R13-8PR(LT) Rear Tires: 7.00-12-12(I)
<b><i>Additional Equipment</i></b>	<b>TOYOTA New TSDR #7211602 Sept 2016 FOR UNITED AIRLINES BUILD, including:</b>  <b>*2TE18 build up</b> <b>*Display will be in inches and pounds</b> <b>*Rear Battery Connector will be SBX 350 with release handle</b> <b>*Direction Lever, Drive lever pulled towards the operator will drive the truck forward</b> <b>*Install keyless ignition by TSDR</b> <b>*Auxiliary Load Platform on Battery Compartment Lid</b> <b>*Passenger Side Grip and Passenger Seat</b> <b>*Front Glass guard, painted matt black</b> <b>*Glass rear guard, painted matt black</b> <b>*Rear View Mirrors (Right &amp; Left Sides will be repositioned due to front glass guard)</b> <b>*Rear View Mirror- Center</b> <b>*United spec Bumper- Front (Steel)</b> <b>* United spec Bumper- Rear ( rubber left and right )</b> <b>* United spec Bumper- Side ( welded steel)</b> <b>*Steel Cabin, no doors, customer will supply their own canvas doors</b> <b>*Heater with Defroster</b> <b>*LED head lights and Rear Combination Lights, stop and tail LED lights , no turn signals</b> <b>*Seat belt for operator installed by TSDR</b> <b>*Holland E H-3050 type hitch will be installed during prep, pre drilled holes will be in production (there will be no quick release )</b> <b>*Parking brake lever cover will be increased by TSDR for better durability (Parking brake water-proof of switch cannot be increased)</b> <b>*Drainage added to frame floor and Increased power-steering box drain-ability</b> <b>*Install a fluid plate under the battery compartment by TSDR to retrieve battery fluid</b> <b>*Install headlight switch to have on / off determined in steps of the switch (step 0, all off, )(step 1,HL on TL on),( Step 2 and 3 ,HL on, TL on same) Headlights separate from Key switch</b>



- \*Front axle king pin oil seal prevention plate will be added as TSDR**
- \*Grease fittings added below front axle king pin, original grease fittings on sides deleted**
- \*Water drainage added under the DC-DC converter compartment will be done by TSDR and the rain water gathered in the DC-DC converter compartment will not directly be drained to the tires with this plate added.**

- Other*
- Outstanding*
- Toyota Features*
- Low Profile Battery Box
- Radial Front, Bias Ply Rear Tires
- Double Action Hand Parking Brake
- Operator Presence Sensing System (OPSS)
- Auto Power Off After 30 Minutes Without Operation

*Warranty*            12 Months or 2,000 hours whichever occurs first: Basic  
 24 Months or 4,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty.

***We offer a Toyota factory authorized warranty on all new Toyota Industrial Equipment.***

<i>Investment</i>	Base Price-Toyota Model 2TE18 as specified above:	\$34,387	Each
	Other considerations to be discussed are transportation considerations, batteries installation, and local delivery		
	Net Price subject to freight and applicable taxes :	\$34,387	Each

***Terms and Conditions***

Payment: Net 10 days / Cash or Financed  
 Delivery: Will advise at time of order.  
 F.O.B.: Columbus Indiana Toyota Plant  
 Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.  
 Lease offerings subject to credit approval  
 Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.  
 Some options and configurations may void UL.  
 Conditions subject to change to those in effect at time of delivery.  
 Your signature on this proposal constitutes an order.  
 Please contact your Toyota sales representative for additional information.  
 This quote and order will be subject to the terms and conditions on the reverse side hereof.