



Request for Applications

2026 Volkswagen Environmental Mitigation Trust Eligible Mitigation Actions

Release Date: June 25, 2026

This is a rolling Request for Applications (RFA). Applications will be accepted monthly through December 31, 2026, or until all funding has been awarded, whichever comes first.

Applicants Conferences: Applicants Conferences will be held remotely once a month via Microsoft Teams, utilizing the meeting information provided below. Interested Applicants are encouraged to attend, but attendance is not mandatory and is not part of the selection criteria. Conferences may end early if no attendees join within the first ten minutes.

Meeting Link: [Applicants Conference - Volkswagen Environmental Mitigation Trust RFA](#)

Meeting ID: 293 401 167 506 160, **Passcode:** 5ko65ht9

Join via Phone: 802-828-7667, **Passcode/Conference ID:** 697 245 824#

July 15, 2026 1:00 pm EDT
August 18, 2026 1:00 pm EDT
September 15, 2026 1:00 pm EDT
October 15, 2026 1:00 pm EDT
November 16, 2026 1:00 pm EST
December 14, 2026 1:00 pm EST

Questions Due: Questions will be addressed once a month, and are required to be submitted electronically via email to Eric Thomas at ANR.DECGrantsContracts@vermont.gov using the subject line "Volkswagen EMT RFA Questions."

July 22, 2026 4:00 pm EDT
August 21, 2026 4:00 pm EDT
September 22, 2026 4:00 pm EDT
October 22, 2026 4:00 pm EDT
November 18, 2026 4:00 pm EST
December 16, 2026 4:00 pm EST

Question Responses: Responses to each round of questions are anticipated to be posted as addenda to the RFA on the Vermont Business Registry and Bid System by these dates and times:

July 24, 2026 4:00 pm EDT
August 25, 2026 4:00 pm EDT
September 24, 2026 4:00 pm EDT
October 26, 2026 4:00 pm EDT
November 20, 2026 4:00 pm EST
December 18, 2026 4:00 pm EST

Applications Due: Applications are due on the last calendar day of the month. All applications must be submitted electronically via email to Eric Thomas at ANR.DECGrantsContracts@vermont.gov using the subject line “2026 Volkswagen Environmental Mitigation Trust RFA Application.”

July 31, 2026 4:00 pm EDT
August 31, 2026 4:00 pm EDT
September 30, 2026 4:00 pm EDT
October 31, 2026 4:00 pm EDT
November 30 2026 4:00 pm EST
December 31, 2026 4:00 pm EST

Application Opening:

Applications are anticipated to be reviewed for completeness on the first business day of the month from August 2026 to January 2027. Applicants may be contacted if clarifying information is needed for scoring. Incomplete or unclear applications may not be scored until the following month if a prompt response cannot be provided.

Notification:

Applications preliminarily accepted by the State are anticipated to be notified within five (5) business days of the last day of the month in which a complete and accurate application was received.

1. Contact for Applications

Eric Thomas, Agency of Natural Resources (ANR), Department of Environmental Conservation (DEC), Administration and Innovation Division (AID), (802) 636-7577
ANR.DECGrantsContracts@vermont.gov

The Department of Environmental Conservation (hereinafter called “State”) will make no attempt to contact Applicants with updated information. It is the responsibility of each Applicant to periodically check <https://www.vermontbusinessregistry.com> for any and all notifications, releases, and amendments associated with the Request for Application.

If you speak a language not listed on the website below or require additional help, the State of Vermont offers free language assistance services. Please reach out to ANR at 802-636-7266 for additional support. The State of Vermont contracts with several Translation Services organizations. For more information visit <https://anr.vermont.gov/special-topics/equity-and-accessibility/language-services>

If you require assistance with technology, access, or have other issues with being able to complete your application, reach out to the contact person identified above.

2. Introduction and Purpose

- A. In 2017, Governor Scott delegated authority to ANR to administer Vermont’s allocation of the Volkswagen Environmental Mitigation Trust (EMT) to offset emissions of nitrogen oxides

(NOx) in the state. DEC is the entity within ANR, the State of Vermont's designated beneficiary of the Volkswagen Environmental Mitigation Trust, that is responsible for implementation of and compliance with all legal obligations under the Trust agreement. Based in part on input from the public, other state agencies and the legislature, DEC has determined that funds from Vermont's allocation of the Trust will be allocated to assess the feasibility of all-electric technologies and begin to catalyze market transformation in Vermont.

- B. Since 2018, DEC has been developing project funding opportunities to implement projects that achieve significant reductions in diesel emissions from diesel powered engines, vehicles, and equipment operating in Vermont. The purpose of this Request for Applications is to award the remainder of Vermont's allocation of the Trust to eligible projects that reduce NOx emissions from mobile sources in the most cost-effective way possible and demonstrate the feasibility of all-electric heavy-duty vehicles and equipment. To this end, DEC is seeking proposals for electric replacement or repower projects for all eligible mitigation actions under the Volkswagen EMT.
- C. DEC (hereinafter "the State") is accepting applications on a rolling basis through December 31, 2026 for electric vehicle and equipment replacement or repower projects. Up to \$5,909,575 is available for project work to be completed by June 30, 2028. Time extensions may be considered on a case-by-case basis.
- D. Specific deliverable deadlines are indicated in the Scope of Work below. The State will monitor selected Grantees' activities and performance in order to detect and prevent problems, ensure agreement terms are met, and ensure State expenditures are appropriate, effective, and efficient.

3. Eligibility

- A. The State is seeking applications for electric replacement or repower projects for the following eligible mitigation actions under the Volkswagen EMT:
 - 1. All-Electric Replacement or Repower of Class 4-8 Local Freight Trucks
 - a. Eligible trucks include 1992-2009 engine model year, diesel powered, Class 4-8 local freight trucks, including commercial trucks, used to deliver cargo and freight (e.g., courier services, delivery trucks, box trucks moving freight, waste haulers, dump trucks, and concrete mixers).
 - b. Eligible trucks may be repowered with a new all-electric engine or replaced with a new all-electric vehicle. Associated electric vehicle charging infrastructure can be included with electric replacement or repower projects.
 - 2. All-Electric Replacement or Repower of Class 4-8 School, Shuttle, or Transit Buses
 - a. Eligible buses include 1992-2009 engine model year, diesel powered, Class 4-8 school, shuttle, or transit buses.
 - b. Eligible buses may be repowered with a new all-electric engine or replaced with a new all-electric vehicle. Associated electric vehicle charging infrastructure can be included with electric replacement or repower projects.
 - 3. All-Electric Replacement or Repower of Freight Switchers

- a. Eligible freight switchers include pre-Tier 4, diesel powered switcher locomotives that operate 1,000 or more hours per year.
 - b. Eligible freight switchers may be repowered with any new all-electric engine(s) (including Generator Sets) or may be replaced with any new all-electric (including Generator Sets) freight switcher. Associated charging infrastructure can be included with electric replacement or repower projects.
4. All-Electric Repower of Ferries or Tugboats
 - a. Eligible ferries and tugboats include those with pre-Tier 3, diesel powered marine engines.
 - b. Eligible ferries and tugboats may be repowered with any new all-electric engines. Associated charging infrastructure can be included with electric repower projects.
 5. All-Electric Replacement or Repower of Airport Ground Support Equipment
 - a. Eligible airport ground support equipment includes pre-Tier 3, diesel powered equipment and spark ignition engine powered equipment that is uncertified or certified to 3 grams per brake horsepower hour (g/bhp-hr) or higher emissions.
 - b. Eligible equipment may be repowered with a new all-electric engine or replaced with a new all-electric piece of equipment. Associated electric charging infrastructure can be included with electric replacement or repower projects.
 6. All-Electric Replacement or Repower of Forklifts
 - a. Eligible forklifts include reach stackers, side loaders, and top loaders that are diesel powered with greater than 8,000 pounds lift capacity.
 - b. Eligible forklifts may be repowered with a new all-electric engine or replaced with a new all-electric forklift. Associated electric charging infrastructure can be included with electric replacement or repower projects.
 7. All highway vehicles must meet all applicable Vermont Department of Motor Vehicles safety policies and requirements (available here: <https://dmv.vermont.gov/>).
 8. The highway vehicle classes are defined by the Gross Vehicle Weight Rating (GVWR) as follows:
 - a. Class 4, 14,001 - 16,000 lbs. GVWR
 - b. Class 5, 16,001 -19,500 lbs. GVWR
 - c. Class 6, 19,501 - 26,000 lbs. GVWR
 - d. Class 7, 26,001 - 33,000 lbs. GVWR
 - e. Class 8a, 33,001 - 60,000 lbs. GVWR
 - f. Class 8b, 60,001 lbs. GVWR and over
 9. The tiers for nonroad engines and vehicles are described here: <https://www.epa.gov/emission-standards-reference-guide/epa-emission-standards-nonroad-engines-and-vehicles>
- B. All projects are required to utilize all-electric technology for replacements or repowers and the vehicles and engines to be replaced must be scrapped (permanently disabled). Repower in this context means to replace an existing engine with a newer, cleaner engine or power

source and may include, but is not limited to, diesel engine replacement with an electric power source (e.g., grid or battery), diesel engine replacement with a fuel cell, and diesel engine replacement with an electric generator(s) (genset). Charging infrastructure can be included with electric replacement or repower projects; however, additional justification for applications seeking inclusion of DC Fast Charging must be provided.

- C. All interested federal, state, and regional agencies or departments as well as institutions, and businesses with vehicles operating primarily in the State of Vermont (at minimum 80% of the time, exceptions on a case-by-case basis) are eligible to apply.
 - 1. Government-Owned:
Municipalities, federal and state agencies, and other public entities may receive up to 85% of the cost of any eligible projects. Privately owned school buses under contract with a public-school district will be considered Government-Owned.
 - 2. Privately-Owned:
Private entities may receive up to 75% of the cost of any eligible projects.
- D. Before the State can execute a Grant agreement, a selected Applicant must provide photographs in JPEG format of the vehicle or nonroad equipment engine data plate(s) showing the engine serial number, engine model year, and EPA emissions family. In the event that the engine data plate is illegible or missing, selected Applicants should request that the engine information be provided by the vehicle or nonroad equipment dealer or original equipment manufacturer (OEM). This process should ideally be completed within 45 days of an award notification.
- E. Conflicts of Interest
 - 1. Applicants shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest as stated in Attachment C Standard State Provisions for Contracts and Grants, found at <https://bgs.vermont.gov/purchasing-contracting/forms>.
 - 2. A current Vermont state employee responding to this RFA as a sole proprietor or owner of another form of business must obtain a waiver from the Vermont Department of Human Resources prior to entering into an agreement with the State.

4. Additional Information, Requirements, and Limitations

- A. DC Fast Charging: Charging infrastructure can be included with electric replacement or repower projects; however, additional justification for applications seeking inclusion of DC Fast Charging must be provided (see Attachment K – DC Fast Charging Justification Form).
- B. Matching Funds: No funds awarded under this RFA shall be used for matching funds for Vermont Diesel Emissions Reduction Financial Assistance or the federal Diesel Emissions Reduction Act (DERA).
- C. Ownership: The applicant must currently own and operate the existing vehicle or equipment to be replaced. Exceptions may be made on a case-by-case basis.

- D. **Mandatory Cost-Share Requirement:** Projects involving repowers or replacements are subject to funding limitations and mandatory cost-share requirements.
- E. **Highway Vehicle Registration and Inspection:** Grant recipients shall be required to provide documentation for each highway vehicle being replaced showing current valid Vermont vehicle registration and continuous certification of inspection. Exceptions may be made on a case-by-case basis for unregistered vehicles operating exclusively as farm trucks as defined by 23 V.S.A. § 370. Additionally, yard trucks (i.e., terminal tractors, hostlers, yard tractors, etc.) equipped with engines certified to EPA's highway emissions standards may also be exempt from registration and inspection requirements if operated exclusively on a facility's premises.
- F. **Fleet Expansion:** Funding awarded under this RFA cannot be used for the purchase of vehicles, engines, or equipment to expand a fleet. Repower and replacement projects are eligible for funding on the condition that the following criteria are satisfied:
1. The vehicle, engine, or equipment being replaced must be fully operational and in current, regular service.
 2. The replacement vehicle, engine (repower), or equipment shall continue to perform the same function and operation as the vehicle, engine, or equipment that is being replaced in Vermont for a minimum of five years.
 3. The replacement vehicle, engine (repower), or equipment shall be generally of the same type and size as the vehicle, engine, or equipment being replaced.
- G. **Scrappage:** The vehicle/equipment/engine being replaced must be rendered permanently disabled within ninety (90) days of the replacement, as described in the Scope of Work. Vehicle/equipment components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, etc.). If scrapped vehicle/equipment/engine and/or chassis or salvaged components are to be sold, any income generated by the awardee shall be spent on project activities before spending/requesting reimbursement for project activities. Any income generated shall be applied toward the cost-sharing requirement of the award. Evidence of appropriate scrappage is required and will be detailed in the grant agreement.
- H. **Electric Utility Providers:** Electric utility providers may offer benefits and support for Electric Vehicle Supply Equipment (EVSE). Applicants must contact applicable electric utility providers to verify electric capacity to serve charging equipment and to ensure an understanding of potential electricity bill impacts (particularly related to demand charges). A listing of electric utility provider contact information is provided below:

Electric Utility Provider Contact Information:

Burlington Electric Department
Tom Lyle
802-865-7335
tlyle@burlingtonelectric.com

Green Mountain Power
Zach Casey
802-864-5731
zach.casey@greenmountainpower.com

Incorporated Village of Orleans
John Morley, III
802-754-8584
jmorley@villageoforleansvt.org

Lyndon Electric Department
Jason Lefebvre
802-626-3366
jlefebvre@lyndonelectric.com

Vermont Electric Cooperative
Brian Hall
802-635-2331
bhall@vermontelectric.coop

Village of Johnson, Inc.
Erik Bailey
802-635-2611
ebailey@townofjohnson.com
Nate Brigham
nbrigham@townofjohnson.com

Stowe Electric Department
Jackie Pratt
802-253-7215
jpratt@stoweelectric.com

Village of Barton
Gina Lyon
802-525-4747
villageinfo@bartonvt.com

Village of Ludlow Electric Light
Department
Chris Recchia
802-228-7766
crecchia@ludlowelectric.com

Swanton Village, Inc.
Lynn Paradis
802-868-3397
lparadis@swanton.net

Village of Enosburg Falls, Inc.
John Dasaro
802-933-4443
idasaro@enosburg.net

Washington Electric
Cooperative
JJ Vandette
802-223-2335
jj.vandette@wec.coop

Town of Hardwick Electric
Department
Scott Johnstone
802-472-5201
sjohnstone@hardwickelectric.com

Village of Hyde Park Electric
Department
Scott Johnstone
802-888-2310
gm@villageofhydepark.com

Town of Northfield Electric
Department
Jeff Schulz
802-485-9822
jschulz@northfield.vt.us

Village of Morrisville Water &
Light
Department
Scott Johnstone
802-888-3348
sjohnstone@mwlvvt.com

5. Scope of Work

If awarded, the Grantee will fulfill the following expected Scope of Work:

- A. Within 30 days of grant execution, if applicable, provide a copy of current vehicle registration, and a written statement signed by the authorized signatory certifying that the vehicle being replaced is operational, has been in normal active use, and has a current valid Vermont inspection certificate;
- B. Within 30 days of grant execution, provide a written statement signed by the authorized signatory estimating the remaining useful life of the vehicle/equipment/engine approved for replacement, documenting how the remaining useful life was estimated and what information was used to support the estimate;
- C. Follow Grantee's established procedure for selecting a vendor(s) for the purchase of the replacement vehicle/equipment/engine (and associated charging equipment) powered by a new all-electric motor, with the model year in which the replacement occurs or one model year prior, and, if applicable, with a similar gross vehicle weight rating, thus remaining within the weight class of the vehicle being replaced, if similar vehicle in weight class is available;

- D. Within 30 days of grant execution, begin coordination and planning to purchase and install charging infrastructure so that the new electric vehicle/equipment can be fully operational upon delivery. Following purchase and installation, provide JPEG photographs of charging infrastructure as installed;
- E. Within 30 days of vehicle/equipment/engine purchase, provide a written statement signed by the authorized signatory certifying that the replacement vehicle/equipment/engine represents a like-for-like replacement, resembles the replaced vehicle/equipment/engine in form and function, and will operate at least 80% of the time in Vermont;
- F. Within 30 days of vehicle/equipment/engine purchase, provide a written commitment to provide required annual post-project reporting, signed by the authorized signatory, as described in the Grant Agreement;
- G. Within 30 days of vehicle/equipment/engine purchase, provide a written statement signed by the authorized signatory agreeing to comply with the disposition requirements outlined in the Grant Agreement;
- H. For medium- and heavy-duty truck or bus replacements, within 30 days of receipt of the replacement vehicle, provide a copy of the manufacturer's certificate of origin or, if unavailable, the vehicle title for the new replacement vehicle and proof of Vermont registration;
- I. Within 30 days of receipt of the replacement vehicle/equipment/engine, provide JPEG photographs of the new vehicle/equipment/engine and all its data labels showing Vehicle Identification Number (VIN)/Product Identification Number (PIN), serial numbers, model year, gross vehicle weight rating (if applicable), etc.;
- J. If the new all-electric replacement vehicle or equipment is equipped with a fuel-operated auxiliary heater, provide JPEG photographs of the heater and its data label(s), verifying that the heater meets applicable 2020 model year or newer EPA emission standards, or if data labels are not visible and photographs are infeasible, provide heater specifications from the manufacturer;
- K. Scrappage Requirements: Within 90 days of receiving the replacement vehicle/equipment/engine, complete all scrappage requirements, as described below for the vehicle/equipment/engine being replaced and submit the completed form provided in Attachment G.
 - 1. Prior to disabling, photograph (in JPEG format) the front of the vehicle/equipment (with license plate visible, if applicable), side profile of the vehicle/equipment, VIN/PIN and door sticker (Federal Motor Vehicle Safety Standards sticker, if applicable), the vehicle/equipment engine block, and labels.
 - 2. The vehicle/equipment/engine should then be scrapped, rendered permanently disabled by cutting, drilling, or punching a three inch by three inch (3" x 3") hole, at a minimum, in the engine block (the part of the engine containing the cylinders) and, if applicable, cutting completely through the frame/frame rails on each side of the vehicle/equipment at a point

between the front and rear axles.

3. Evidence of appropriate disposal is required and includes JPEG format photographs submitted electronically of the engine tag(s) (showing serial number, engine family number, and engine model year) and the destroyed engine block and frame.
 4. Representatives of the State shall be allowed the opportunity to witness the destruction with a one-week (minimum) advance notice of the event. The Grantee shall also plan to make the replacement vehicle/equipment/engine available for visual inspection by representatives of the State coinciding with the time of scrappage.
- L. By the end of the grant term, provide a copy of a newly adopted idling reduction policy or updated idling reduction policy tailored to fit your business operation, which complies with Vermont statute, 23 V.S.A. § 1110; and
- M. By the end of the grant term, provide copies of the invoice(s) and processed check(s) or finance document(s) as proof of payment for the new replacement vehicle/equipment/engine and associated charging infrastructure.
- N. Perform other work requested by the State and agreed to in writing.
- O. Alternate deliverables may be accepted upon written approval by the State.
- P. Due dates for deliverables can be extended upon written approval by the State but due dates for deliverables cannot extend beyond the end date of the agreement.
- Q. Additional requirements
1. Program Income Requirements: Any income generated (e.g., income from sale of vehicle scrap) shall be spent on project activities before spending/requesting reimbursement for project activities. Any income generated shall be applied toward the cost-sharing requirement of the agreement but will not increase the amount awarded to Grantee. The Grantee will maintain records adequate to document the extent to which transactions generate program income and the disposition of program income.
 2. Charging Equipment:
 - a. The Grantee is responsible for ensuring that Charging Equipment:
 - 1) Is new, unused (not refurbished/remanufactured), and of the most current technology available as of the date of this agreement's execution;
 - 2) Includes barriers or other configurations to prevent damage of charging station from equipment used for snow removal; and
 - 3) Complies with all National Electrical Code and Federal Communications Commission regulations for safety and operation requirements.
 - b. Charging stations should be registered with the National Renewable Energy Laboratory's Alternative Fuel Data Center database (<https://afdc.energy.gov/stations#/find/nearest>).
 - c. The following infrastructure costs are eligible for project funding:

- 1) Direct Current Fast Charger (DCFC) units, power conversion hardware, and associated equipment;
 - 2) Level 2 chargers;
 - 3) Reasonable utility upgrades such as transformers, extensions, and panels;
 - 4) Other hard costs (concrete, conduit, wire, signage, bollards, etc.) directly related to the installation of the chargers;
 - 5) Shipping of charging equipment;
 - 6) Personnel costs for site design, site preparation, and installation;
 - 7) Equipment and materials necessary to construct, operate, and maintain the proposed charging units; and
 - 8) Warranty, software, and one-time cloud service purchases for the charging equipment.
- d. The following Charging Equipment costs are **ineligible** for use of project funding and will not be considered for reimbursement:
- 1) Purchase or rental of real estate;
 - 2) Other capital costs (e.g., construction of buildings, parking facilities, etc.);
 - 3) Cost of solar installation, energy storage, and related equipment;
 - 4) General maintenance of the site in which the chargers are located;
 - 5) Contingency costs;
 - 6) Electricity costs;
 - 7) Administrative costs; and
 - 8) Any and all costs associated with bidirectional charging technologies (e.g., Vehicle-to-Grid [V2G] or Vehicle-to-Building [V2B]).
 - a) Any applicants seeking inclusion of bidirectional-capable vehicles and/or bidirectional charging infrastructure must notify the State and deduct the additional costs associated with those technologies from the eligible costs for their award.
3. Charging Equipment Installation: The Grantee is responsible for complete installation, to include:
- a. Obtaining all applicable local, state, and federal permits required for installation and operation of the charging station;
 - b. Ensuring that all installation work as it pertains to site preparation, curbing, striping, signage, charging equipment, billing and networking systems, and electrical interconnections, as applicable, are installed:
 - 1) Consistent with the manufacturers' specifications;
 - 2) In accordance with all applicable local, state and federal zoning, right-of-way (ROW) and code requirements; and
 - 3) Working properly.
 - c. Coordinating the installation activities with the electric utility and any sub-contractors needed to complete the work; and
 - d. Installation by a licensed electrician in accordance with all current National Electric Codes and the Vermont Electrical Safety Rules (available here: <https://firesafety.vermont.gov/licensing/electrical>)
4. Monitoring: Grantee shall monitor the activities covered by this Grant Agreement, including those completed by vendors and subcontractors, to ensure that all program requirements are being met. The Grantee is responsible for all the requirements and deliverables outlined in this Agreement.

5. Reporting Requirements:

- a. The Grantee shall submit monthly interim updates via email until the date of project completion. These updates shall include: summary of progress made on deliverables within reporting timeframe, milestone status updates, technical/cost/schedule issues encountered, and work planned for next period.
- b. Within 30 days of project completion, a final Project Completion Report shall be submitted. Project completion encompasses purchase of all vehicle/equipment/engine(s) approved under the grant, in full conformance with the EMT requirements, installation of fully operational charging equipment, and scrappage according to requirements in Attachments A and G.

6. Operation and Maintenance: Within 30 days of project completion, a signed Operations and Maintenance Agreement (Attachment F) will be submitted, which includes commitments to:

- a. Maintain asset purchases for their intended purpose, for a minimum of 5 years (or the asset's usable life expectancy);
- b. Regularly maintain all assets built, purchased, or otherwise obtained under this grant; and,
- c. Submit five Annual Reports, due January 15 of each year. For the first Annual Report, in addition to the requested data, summarize work after submission of the Project Completion Report, and provide any further updates of actions taken in that calendar year. The Annual Reports shall contain the following information for each calendar year, including but not limited to: total annual cost for operation and maintenance of the new vehicle and charging infrastructure (including repairs, cloud services, etc.), battery capacity, annual miles driven and an odometer reading, annual hours used if applicable, annual electricity consumption and its cost (including total kilowatt hours dispensed from the charger), notification of any major damage or loss, description of any significant operational changes or changes in use, and if applicable, auxiliary heater fuel usage.

6. Funding

- A. Funding for the RFA is available from Volkswagen Environmental Mitigation Trust (EMT). Payment is contingent upon available funding. All payments will be made in accordance with "Attachment B Payment Provisions", as outlined in the agreement between the State and the selected Grantee.

7. Application Submissions

All applications must include the following documents and clearly address each of the selection criteria identified below.

- A. A complete and signed Vermont's Volkswagen Environmental Mitigation Trust: Eligible Mitigation Actions Application form (Attachment I). (Attached separately as a PDF in the Vermont Business Assistance Network website).
- B. A complete Fleet Description Worksheet (Attachment J). (Attached separately as a PDF in the Vermont Business Assistance Network website).

- C. For applications including DC Fast Charging only: A complete DC Fast Charging Justification Form (Attachment K). (Attached separately as a PDF in the Vermont Business Assistance Network website).
- D. Commitment and Support for Electrification Form (Attachment L). (Attached separately as a PDF in the Vermont Business Assistance Network website)
- E. All estimates for vehicles, engines, charging infrastructure, and labor for the proposed project.
- F. Mileage records, operation hour records, and/or fuel logs for the past 12 months, if available.

8. Selection Criteria

- A. Applications will be reviewed and evaluated by a Review Committee of at least three members, with at least one member being from outside of the program. Selection will be based on the following criteria:
 - 1. **30 points – Project Summary and Approach**

Applications will be evaluated based on the extent and quality of the applicant's project summary and overall approach, including clarity and quality of project description, whether the application sets forth a reasonable time schedule for the execution of the tasks associated with the project, past performance (if applicable), flood impact resilience*, and employee and community buy-in.

 - a. *The State will evaluate project site locations and their susceptibility to potential climate impacts using the Vermont Agency of Transportation's Transportation Resilience Planning Tool (TRPT) (available here: <https://vtrans.vermont.gov/climate/trpt>). For projects involving the installation of charging infrastructure along roadways vulnerable to damage from river processes, the State will reach out to potential awardees to request additional information on what mitigation measures will be enacted to safeguard their projects against flood impacts.
 - 2. **20 points – Fleet Description Worksheet (Attachment J)**

Applications will be evaluated on the extent and quality to which detailed information on the target fleet (vehicle(s), engine(s) and/or equipment) is provided in the Fleet Description Worksheet.
 - 3. **10 points – Use in Vermont**

Applications will be evaluated on the percentage of time the engine, equipment, or vehicles operate in Vermont.
 - 4. **35 points – Cost Effectiveness of NOx Emissions Reductions**

Applications will be evaluated on the project cost effectiveness of NOx emissions reduced and co-pollutant emission reductions, as determined by the State, utilizing criteria established by the U.S. EPA.
 - 5. **5 points – Project sustainability**

Applications will be evaluated based on the extent and quality to which the applicant can demonstrate that the applicant and/or its project partners will implement idle-reduction policies.

9. Reservation of State's Rights

- A. The State reserves the right:
 - 1. To accept or reject any and all applications, in whole or in part, with or without cause in the best interest of the State
 - 2. Waive technicalities in submissions
 - a. A technicality is a minor deviation from the requirements of an RFA that does not impact the substantive terms of the RFA and can be considered without a material impact on the RFA process, etc. (i.e., a late application is not considered a technicality)
 - 3. To make purchases outside of the awarded agreements where it is deemed in the best interest of the State
 - 4. To obtain clarification or additional information

10. Procurement

- A. Selected applicants must maintain written procedures for procurement transactions. Any equipment, supplies, and/or services procured outside of an Applicant's organization will need to be obtained per the Applicant's procurement or purchasing policy.

11. Insurance

- A. Applicants responding to this RFA should be aware that they will need to agree to the Vermont State Insurance Specification (Section 8) of the State of Vermont Standard State Provisions for Contracts and Grants (Attachment C) in order to execute an agreement for this project.
- B. Special care should be paid to Workers' Compensation coverage for out-of-state Applicants. Vermont statute requires insurance carriers be specifically licensed to write Workers' Compensation coverage in Vermont. Out-of-state Applicants may have Workers' Compensation coverage valid in their home state, but their carrier may not be licensed to cover Workers' Compensation for work performed by their staff in Vermont.

12. Agreement Terms and Conditions

- A. The selected Applicant(s) will be expected to sign an agreement with the State which will include the State of Vermont Standard State Provisions for Contracts and Grants (Attachment C).
- B. The Applicant must state in their application any exceptions taken to the terms and conditions set forth in the sample grant agreement and attachments. For each exception the Applicant must identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. Such exceptions, deviations or conditional assumptions may, however, result in rejection of the application as unresponsive. Failure to note exceptions when responding to the RFA will be deemed to be acceptance of all

agreement terms and conditions. If exceptions are not noted in the response to this RFA but raised during agreement negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State.

13. Confidentiality

- A. Once an agreement is finalized, all information received by the State in response to this solicitation will become part of the agreement file and subject to public disclosure in accordance with the State's Public Records Act, 1 V.S.A. § 315 et seq. If an application includes material considered by the Applicant to be proprietary or otherwise exempt from public disclosure in the event of a public records request pursuant to 1 V.S.A. §317(c), the application shall clearly designate the material as such and explain why such material should be considered confidential. The Applicant must identify each page or section of the application that it believes would support a reasonable claim of exemption from release, including the prospective harm to the competitive position of the Applicant if the identified material were to be released.
- B. Under no circumstances shall the entire application be designated as proprietary or confidential. If the Applicant marks portions of the application confidential, the Applicant shall provide a redacted version of the application for release to the public. Notwithstanding the above, the Secretary has an independent obligation under Vermont law to determine whether any application material is subject to public inspection and copying upon request, which may include material that has otherwise been designated as proprietary and confidential by the Applicant. The Applicant's designation of material as proprietary and confidential, and submission of a redacted application, are provided to the Secretary for informational purposes in the event the Agency receives a public records request and will not result in withholding of materials by the Secretary unless expressly supported by Vermont law.

14. Attachments

- A. Standard Grant Agreement Template including:
 - 1. Attachment A
 - 2. Attachment B
 - 3. Attachment C
 - 4. Attachment D
 - 5. Attachment E – Environmental Mitigation Trust Appendix D-2
 - 6. Attachment F – Operation and Maintenance Agreement
 - 7. Attachment G – Vermont Scrappage Form Certificate of Engine/Chassis Destruction
 - 8. Attachment H – Asset Ownership, Use, and Disposition Form
- B. Attachment I – Vermont's Volkswagen Environmental Mitigation Trust: Eligible Mitigation Actions Application form (provided as a separate PDF fillable form)
- C. Attachment J – Fleet Description Worksheet (provided as a separate PDF fillable form)
- D. Attachment K – DC Fast Charging Justification Form for Volkswagen Environmental Mitigation Trust (provided as a separate PDF fillable form)
- E. Attachment L – Commitment and Support for Electrification Form

Standard Grant Agreement

- Parties:** This is a Grant Agreement, number 06140-SG-#####, between the State of Vermont, Department of Environmental Conservation, hereinafter called “State”, and _____, with principal place of business in _____, hereinafter called “Grantee”. It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter:** The subject matter of this Grant Agreement is _____. The detailed scope to be provided by the Grantee is described in Attachment A.
- Maximum Amount:** In consideration of the scope of work to be performed, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ _____. Attachment B, Payment Provisions provides details on how the Grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without written approval from the State.
- Procurement:** The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
- Asset Ownership, Use, and Disposition:** Grantee must submit a written request to retain any capital asset at the end of the agreement term for the same use and intended purpose as outlined in this agreement or to dispose of or sell any retained capital asset with a current market value of \$10,000 or greater, utilizing the Asset Ownership, Use, and Disposition Form in Attachment H. The State will require sufficient justification to warrant disposition of the vehicle prior to the end of its useful life. The provision of any Volkswagen Environmental Mitigation Trust funds to the project is conditioned on the Grantee’s commitment to fully complete the project as outlined in this Agreement. If the State determines that the Grantee has not fully completed the project or chooses not to proceed with, modify or cancel the project, the amount of Volkswagen Environmental Mitigation Trust funds that must be returned to the State is calculated by multiplying the current fair-market value or proceeds from the sale by the Volkswagen Environmental Mitigation Trust’s percentage of contribution in the cost of the original purchase. Assets with a current per unit fair market value of \$10,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the State.
- Grant Term:** The period of Grantee’s performance shall begin upon date of execution, signified by the date of signature by the State and end on _____. All provisions regarding use and maintenance of equipment, annual reporting, and disposition requirements shall survive the termination of this Grant Agreement.

7. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least 30 days prior to the end date of this agreement or the request may be denied.
8. **Cancellation:** This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
9. **Fiscal Year:** The Grantee's fiscal year starts _____ and ends _____.
10. **Work Product Ownership:** Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, artwork, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.
11. **Attachments:** This Grant consists of the following attachments that are incorporated herein:
 - Attachment A – Scope of Work
 - Attachment B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts and Grants
 - Attachment D – Other Grant Provisions
 - Attachment E – Environmental Mitigation Trust Appendix D-2
 - Attachment F – Operation and Maintenance Agreement
 - Attachment G – Vermont Scrappage Form Certificate of Engine/Chassis Destruction
 - Attachment H – Asset Ownership, Use, and Disposition Form
12. **Order of Precedence:** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:
 - (1) Standard Agreement
 - (2) Attachment C
 - (3) Attachment D
 - (4) Attachment A
 - (5) Attachment B
 - (6) Attachment E
 - (7) Attachment F
 - (8) Attachment G
 - (9) Attachment H

We, the undersigned, agree to be bound by this Agreement.

State of Vermont

Grantee

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

SAMPLE

Attachment A
Scope of Work

(see the Scope of Work in the RFA)

SAMPLE

Attachment B

Payment Provisions

1. **Performance:** This grant is a performance-based grant with modified cost reimbursable terms. Payments made to the Grantee by the State are based on making sufficient progress with the performance requirements in Attachment A Scope of Work.
2. **Sufficient Progress:**
 - A. The State will measure sufficient progress by examining the performance required under the scope of work, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.
 - B. The State shall not be responsible for any expense incurred by the Grantee that is an unallowable cost per this agreement or for any cost that exceeds the maximum agreement amount.
 - C. The State may terminate the agreement for failure to ensure reasonable completion of the project within the project period.
3. **Payment:**
 - A. Payments made to the Grantee by the State will be made in accordance with the Payment Schedule in this Attachment B.
 - B. Payment requests shall be submitted using the Grant and Contract Invoices Form through ANR Online at <https://anronline.vermont.gov/>.
 - C. Payment requests shall not be submitted more frequently than monthly, unless a different schedule is provided herein.
 - D. Grantee shall submit detailed payment requests itemizing all work performed during the payment request period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount requested for payment by the State. All payment requests must include the agreement number.
 - E. Grantees are required to keep documentation of all expenses reported to the State on payment requests but are not required to submit those documents with each payment request. The State reserves the right to ask for expense documentation upon request.
 - F. All payment requests must be received within 30 days after the end date of this agreement. Any payment requests received after 30 days may not be honored.
 - G. Final payment will be paid upon receipt and satisfactory review of all performance requirements, as described in the Attachment A Scope of Work, submittal of a final payment request marked as the “final invoice” utilizing ANR Online as defined above, and where applicable, documentation of match requirement(s).
4. **Risk-Based Assessment:**
 - A. **Risk Level Determination:** Low/Moderate/High
 - B. Risk Level Monitoring Requirements:
 - Low:** Subject to Invoice Review
 - Moderate:** Subject to Invoice Review, may also be selected for Desk Review
 - High:** Subject to Invoice Review, may also be selected for Desk and/or Site Review
 - C. Per Bulletin 5, it is the policy of the State of Vermont that all distributions of funds classified as “grants”, be issued, tracked and monitored by the state granting agency to ensure the proper use and protection of taxpayer resources. The Grantee shall maintain

all records pertaining to performance under this agreement. The records shall be made available at reasonable times during the period of this agreement and for any period required by law for inspection by any authorized representatives of the State or Federal Government.

- D. Grantee will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end.
- E. If you are required to have a Single Audit, you are to report to Vermont DEC the audit, findings, and Management Response Letter including corrective actions within 9 months after the end of your fiscal year.
- F. Untimely responses to monitoring activities may raise your organization’s risk level and may affect future awards.

5. **Other Provisions:**

- A. Prior to commencement of work and release of any payments, Grantee shall submit to the State:
 - 1. A certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this agreement; and
 - 2. A current IRS Form W-9 (signed within the last six months).
- B. Grantee is conferred blanket approval from the State to execute any subcontracts associated with this agreement and related amendments according to Attachment C, #19. As part of the procurement process, Grantee must verify and document that none of its subgrantees (both the name of the entity and the name of the primary contact) are listed on the Federal Debarment List located at <https://sam.gov/content/home> or the State debarment list maintained by the Vermont Buildings and General Services (BGS) located at <https://bgs.vermont.gov/purchasing-contracting/debarment>.

- 6. **Payment Schedule:** The payment schedule for work performed and any additional reimbursements are:

Table 1. Budget Categories and Costs

Budget Category	Total Allowable Cost
Project Completion	A maximum of 85% for Government-Owned entities and 75% for Private entities towards the cost of eligible projects
Total Not to Exceed	A maximum of 85% for Government-Owned entities and 75% for Private entities towards the cost of eligible projects

Attachment C

Standard State Provisions for Contracts and Grants
Revised February 13, 2026

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated February 13, 2026) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the Grantee by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

SAMPLE

Attachment D
Other Grant Provisions

1. **Russian-sourced Goods or Services:** In accordance with Executive Order No. 02-22, signed on March 3, 2022 by Governor Phil Scott, the State is required to secure your certification that no Russian-sourced goods or services provided or produced by Russian entities are being provided to the State of Vermont under this agreement. In signing this agreement, you are providing this certification to the State.

SAMPLE

Attachment E

Environmental Mitigation Trust Appendix D-2 Eligible Mitigation Actions and Mitigation Action Expenditures

1. Class 8 Local Freight Trucks and Port Drayage Trucks (Eligible Large Trucks)

- a. Eligible Large Trucks include 1992-2009 engine model year Class 8 Local Freight or Drayage. For Beneficiaries that have State regulations that already require upgrades to 1992-2009 engine model year trucks at the time of the proposed Eligible Mitigation Action, Eligible Large Trucks shall also include 2010-2012 engine model year Class 8 Local Freight or Drayage.
- b. Eligible Large Trucks must be Scrapped.
- c. Eligible Large Trucks may be Repowered with any new diesel or Alternate Fueled engine or All-Electric engine, or may be replaced with any new diesel or Alternate Fueled or All-Electric vehicle, with the engine model year in which the Eligible Large Trucks Mitigation Action occurs or one engine model year prior.
- d. For Non-Government Owned Eligible Class 8 Local Freight Trucks, Beneficiaries may only draw funds from the Trust in the amount of:
 1. Up to 40% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
 2. Up to 25% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.
 3. Up to 75% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
 4. Up to 75% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.
- e. For Non-Government Owned Eligible Drayage Trucks, Beneficiaries may only draw funds from the Trust in the amount of:
 1. Up to 40% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
 2. Up to 50% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.
 3. Up to 75% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
 4. Up to 75% of the cost of a new all-electric vehicle, including charging

infrastructure associated with the new All-Electric vehicle.

- f. For Government Owned Eligible Class 8 Large Trucks, Beneficiaries may draw funds from the Trust in the amount of:
 1. Up to 100% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
 2. Up to 100% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.
 3. Up to 100% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
 4. Up to 100% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.

2. Class 4-8 School Bus, Shuttle Bus, or Transit Bus (Eligible Buses)

- a. Eligible Buses include 2009 engine model year or older class 4-8 school buses, shuttle buses, or transit buses. For Beneficiaries that have State regulations that already require upgrades to 1992-2009 engine model year buses at the time of the proposed Eligible Mitigation Action, Eligible Buses shall also include 2010- 2012 engine model year class 4-8 school buses, shuttle buses, or transit buses.
- b. Eligible Buses must be Scrapped.
- c. Eligible Buses may be Repowered with any new diesel or Alternate Fueled or All-Electric engine, or may be replaced with any new diesel or Alternate Fueled or All-Electric vehicle, with the engine model year in which the Eligible Bus Mitigation Action occurs or one engine model year prior.
- d. For Non-Government Owned Buses, Beneficiaries may draw funds from the Trust in the amount of:
 1. Up to 40% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
 2. Up to 25% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.
 3. Up to 75% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
 4. Up to 75% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.
- e. For Government Owned Eligible Buses, and Privately Owned School Buses

Under Contract with a Public School District, Beneficiaries may draw funds from the Trust in the amount of:

1. Up to 100% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
2. Up to 100% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.
3. Up to 100% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
4. Up to 100% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.

3. Freight Switchers

- a. Eligible Freight Switchers include pre-Tier 4 switcher locomotives that operate 1000 or more hours per year.
- b. Eligible Freight Switchers must be Scrapped.
- c. Eligible Freight Switchers may be Repowered with any new diesel or Alternate Fueled or All-Electric engine(s) (including Generator Sets), or may be replaced with any new diesel or Alternate Fueled or All-Electric (including Generator Sets) Freight Switcher, that is certified to meet the applicable EPA emissions standards (or other more stringent equivalent State standard) as published in the CFR for the engine model year in which the Eligible Freight Switcher Mitigation Action occurs.
- d. For Non-Government Owned Freight Switchers, Beneficiaries may draw funds from the Trust in the amount of :
 1. Up to 40% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine(s) or Generator Sets, including the costs of installation of such engine(s).
 2. Up to 25% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) Freight Switcher.
 3. Up to 75% of the cost of a Repower with a new All-Electric engine(s), including the costs of installation of such engine(s), and charging infrastructure associated with the new All-Electric engine(s).
 4. Up to 75% of the cost of a new All-Electric Freight Switcher, including charging infrastructure associated with the new All-Electric Freight Switcher.
- e. For Government Owned Eligible Freight Switchers, Beneficiaries may draw

funds from the Trust in the amount of:

1. Up to 100% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine(s) or Generator Sets, including the costs of installation of such engine(s).
2. Up to 100% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) Freight Switcher.
3. Up to 100% of the cost of a Repower with a new All-Electric engine(s), including the costs of installation of such engine(s), and charging infrastructure associated with the new All-Electric engine(s).
4. Up to 100% of the cost of a new All-Electric Freight Switcher, including charging infrastructure associated with the new All-Electric Freight Switcher.

4. Ferries/Tugs

- a. Eligible Ferries and/or Tugs include unregulated, Tier 1, or Tier 2 marine engines.
- b. Eligible Ferry and/or Tug engines that are replaced must be Scrapped.
- c. Eligible Ferries and/or Tugs may be Repowered with any new Tier 3 or Tier 4 diesel or Alternate Fueled engines, or with All-Electric engines, or may be upgraded with an EPA Certified Remanufacture System or an EPA Verified Engine Upgrade.
- d. For Non-Government Owned Eligible Ferries and/or Tugs, Beneficiaries may only draw funds from the Trust in the amount of:
 1. Up to 40% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine(s), including the costs of installation of such engine(s).
 2. Up to 75% of the cost of a Repower with a new All-Electric engine(s), including the costs of installation of such engine(s), and charging infrastructure associated with the new All-Electric engine(s).
- e. For Government Owned Eligible Ferries and/or Tugs, Beneficiaries may draw funds from the Trust in the amount of:
 1. Up to 100% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine(s), including the costs of installation of such engine(s).
 2. Up to 100% of the cost of a Repower with a new All-Electric engine(s), including the costs of installation of such engine(s), and charging infrastructure associated with the new All-Electric engine(s).

5. Ocean Going Vessels (OGV) Shorepower

- a. Eligible Marine Shorepower includes systems that enable a compatible vessel's main and auxiliary engines to remain off while the vessel is at berth. Components of such systems eligible for reimbursement are limited to cables, cable management systems, shore power coupler systems, distribution control systems, and power distribution. Marine shore power systems must comply with international shore power design standards (ISO/IEC/IEEE 80005-1-2012 High Voltage Shore Connection Systems or the IEC/PAS 80005-3:2014 Low Voltage Shore Connection Systems) and should be supplied with power sourced from the local utility grid. Eligible Marine Shorepower includes equipment for vessels that operate within the Great Lakes.
- b. For Non-Government Owned Marine Shorepower, Beneficiaries may only draw funds from the Trust in the amount of up to 25% for the costs associated with the shore-side system, including cables, cable management systems, shore power coupler systems, distribution control systems, installation, and power distribution components.
- c. For Government Owned Marine Shorepower, Beneficiaries may draw funds from the Trust in the amount of up to 100% for the costs associated with the shore-side system, including cables, cable management systems, shore power coupler systems, distribution control systems, installation, and power distribution components.

6. Class 4-7 Local Freight Trucks (Medium Trucks)

- a. Eligible Medium Trucks include 1992-2009 engine model year class 4-7 Local Freight trucks, and for Beneficiaries that have State regulations that already require upgrades to 1992-2009 engine model year trucks at the time of the proposed Eligible Mitigation Action, Eligible Trucks shall also include 2010- 2012 engine model year class 4-7 Local Freight trucks.
- b. Eligible Medium Trucks must be Scrapped.
- c. Eligible Medium Trucks may be Repowered with any new diesel or Alternate Fueled or All-Electric engine, or may be replaced with any new diesel or Alternate Fueled or All-Electric vehicle, with the engine model year in which the Eligible Medium Trucks Mitigation Action occurs or one engine model year prior.
- d. For Non-Government Owned Eligible Medium Trucks, Beneficiaries may draw funds from the Trust in the amount of:
 1. Up to 40% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
 2. Up to 25% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.

3. Up to 75% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
 4. Up to 75% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.
- e. For Government Owned Eligible Medium Trucks, Beneficiaries may draw funds from the Trust in the amount of:
1. Up to 100% of the cost of a Repower with a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) engine, including the costs of installation of such engine.
 2. Up to 100% of the cost of a new diesel or Alternate Fueled (e.g., CNG, propane, Hybrid) vehicle.
 3. Up to 100% of the cost of a Repower with a new All-Electric engine, including the costs of installation of such engine, and charging infrastructure associated with the new All-Electric engine.
 4. Up to 100% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle.

7. Airport Ground Support Equipment

- a. Eligible Airport Ground Support Equipment includes:
1. Tier 0, Tier 1, or Tier 2 diesel powered airport ground support equipment; and
 2. Uncertified, or certified to 3 g/bhp-hr or higher emissions, spark ignition engine powered airport ground support equipment.
- b. Eligible Airport Ground Support Equipment must be Scrapped.
- c. Eligible Airport Ground Support Equipment may be Repowered with an All- Electric engine, or may be replaced with the same Airport Ground Support Equipment in an All-Electric form.
- d. For Non-Government Owned Eligible Airport Ground Support Equipment, Beneficiaries may only draw funds from the Trust in the amount of:
1. Up to 75% of the cost of a Repower with a new All-Electric engine, including costs of installation of such engine, and charging infrastructure associated with such new All-Electric engine.
 2. Up to 75% of the cost of a new All-Electric Airport Ground Support Equipment, including charging infrastructure associated with such new All-Electric Airport Ground Support Equipment.
- e. For Government Owned Eligible Airport Ground Support Equipment, Beneficiaries

may draw funds from the Trust in the amount of:

1. Up to 100% of the cost of a Repower with a new All-Electric engine, including costs of installation of such engine, and charging infrastructure associated with such new All-Electric engine.
2. Up to 100% of the cost of a new All-Electric Airport Ground Support Equipment, including charging infrastructure associated with such new All-Electric Airport Ground Support Equipment.

8. Forklifts and Port Cargo Handling Equipment

- a. Eligible Forklifts includes forklifts with greater than 8000 pounds lift capacity.
- b. Eligible Forklifts and Port Cargo Handling Equipment must be Scrapped.
- c. Eligible Forklifts and Port Cargo Handling Equipment may be Repowered with an All-Electric engine, or may be replaced with the same equipment in an All-Electric form.
- d. For Non-Government Owned Eligible Forklifts and Port Cargo Handling Equipment, Beneficiaries may draw funds from the Trust in the amount of:
 1. Up to 75% of the cost of a Repower with a new All-Electric engine, including costs of installation of such engine, and charging infrastructure associated with such new All-Electric engine.
 2. Up to 75% of the cost of a new All-Electric Forklift or Port Cargo Handling Equipment, including charging infrastructure associated with such new All-Electric Forklift or Port Cargo Handling Equipment.
- e. For Government Owned Eligible Forklifts and Port Cargo Handling Equipment, Beneficiaries may draw funds from the Trust in the amount of:
 1. Up to 100% of the cost of a Repower with a new All-Electric engine, including costs of installation of such engine, and charging infrastructure associated with such new All-Electric engine.
 2. Up to 100% of the cost of a new All-Electric Forklift or Port Cargo Handling Equipment, including charging infrastructure associated with such new All-Electric Forklift or Port Cargo Handling Equipment.

9. **Light Duty Zero Emission Vehicle Supply Equipment.** Each Beneficiary may use up to fifteen percent (15%) of its allocation of Trust Funds on the costs necessary for, and directly connected to, the acquisition, installation, operation and maintenance of new light duty zero emission vehicle supply equipment for projects as specified below. Provided, however, that Trust Funds shall not be made available or used to purchase or rent real- estate, other capital costs (e.g., construction of buildings, parking facilities, etc.) or general maintenance (i.e., maintenance other than of the Supply Equipment).

- a. Light duty electric vehicle supply equipment includes Level 1, Level 2 or fast charging equipment (or analogous successor technologies) that is located in a public place, workplace, or multi-unit dwelling and is not consumer light duty electric vehicle supply equipment (i.e., not located at a private residential dwelling that is not a multi-unit dwelling).
- b. Light duty hydrogen fuel cell vehicle supply equipment includes hydrogen dispensing equipment capable of dispensing hydrogen at a pressure of 70 megapascals (MPa) (or analogous successor technologies) that is located in a public place.
- c. Subject to the 15% limitation above, each Beneficiary may draw funds from the Trust in the amount of:
 1. Up to 100% of the cost to purchase, install and maintain eligible light duty electric vehicle supply equipment that will be available to the public at a Government Owned Property.
 2. Up to 80% of the cost to purchase, install and maintain eligible light duty electric vehicle supply equipment that will be available to the public at a Non-Government Owned Property.
 3. Up to 60% of the cost to purchase, install and maintain eligible light duty electric vehicle supply equipment that is available at a workplace but not to the general public.
 4. Up to 60% of the cost to purchase, install and maintain eligible light duty electric vehicle supply equipment that is available at a multi-unit dwelling but not to the general public.
 5. Up to 33% of the cost to purchase, install and maintain eligible light duty hydrogen fuel cell vehicle supply equipment capable of dispensing at least 250 kg/day that will be available to the public.
 6. Up to 25% of the cost to purchase, install and maintain eligible light duty hydrogen fuel cell vehicle supply equipment capable of dispensing at least 100 kg/day that will be available to the public.

10. **Diesel Emission Reduction Act (DERA) Option.** Beneficiaries may use Trust Funds for their non-federal voluntary match, pursuant to Title VII, Subtitle G, Section 793 of the DERA Program in the Energy Policy Act of 2005 (codified at 42 U.S.C. § 16133), or Section 792 (codified at 42 U.S.C. § 16132) in the case of Tribes, thereby allowing Beneficiaries to use such Trust Funds for actions not specifically enumerated in this Appendix D-2, but otherwise eligible under DERA pursuant to all DERA guidance documents available through the EPA. Trust Funds shall not be used to meet the non-federal mandatory cost share requirements, as defined in applicable DERA program guidance, of any DERA grant.

Eligible Mitigation Action Administrative Expenditures

For any Eligible Mitigation Action, Beneficiaries may use Trust Funds for actual administrative expenditures (described below) associated with implementing such Eligible Mitigation Action, but not to exceed 15% of the total cost of such Eligible Mitigation Action. The 15% cap includes the aggregated amount of eligible administrative expenditures incurred by the Beneficiary and any third-party contractor(s).

1. Personnel including costs of employee salaries and wages, but not consultants.
2. Fringe Benefits including costs of employee fringe benefits such as health insurance, FICA, retirement, life insurance, and payroll taxes.
3. Travel including costs of Mitigation Action-related travel by program staff, but does not include consultant travel.
4. Supplies including tangible property purchased in support of the Mitigation Action that will be expensed on the Statement of Activities, such as educational publications, office supplies, etc. Identify general categories of supplies and their Mitigation Action costs.
5. Contractual including all contracted services and goods except for those charged under other categories such as supplies, construction, etc. Contracts for evaluation and consulting services and contracts with sub-recipient organizations are included.
6. Construction including costs associated with ordinary or normal rearrangement and alteration of facilities.
7. Other costs including insurance, professional services, occupancy and equipment leases, printing and publication, training, indirect costs, and accounting.

Definitions/Glossary of Terms

“Airport Ground Support Equipment” shall mean vehicles and equipment used at an airport to service aircraft between flights.

“All-Electric” shall mean powered exclusively by electricity provided by a battery, fuel cell, or the grid.

“Alternate Fueled” shall mean an engine, or a vehicle or piece of equipment that is powered by an engine, which uses a fuel different from or in addition to gasoline fuel or diesel fuel (e.g., CNG, propane, diesel-electric Hybrid).

“Certified Remanufacture System or Verified Engine Upgrade” shall mean engine upgrades certified or verified by EPA or CARB to achieve a reduction in emissions.

“Class 4-7 Local Freight Trucks (Medium Trucks)” shall mean trucks, including commercial trucks, used to deliver cargo and freight (e.g., courier services, delivery trucks, box trucks moving freight, waste haulers, dump trucks, concrete mixers) with a Gross Vehicle Weight Rating (GVWR) between 14,001 and 33,000 lbs.

“Class 4-8 School Bus, Shuttle Bus, or Transit Bus (Buses)” shall mean vehicles with a

Gross Vehicle Weight Rating (GVWR) greater than 14,001 lbs. used for transporting people.
See definition for School Bus below.

“Class 8 Local Freight, and Port Drayage Trucks (Eligible Large Trucks)” shall mean trucks with a Gross Vehicle Weight Rating (GVWR) greater than 33,000 lbs. used for port drayage and/or freight/cargo delivery (including waste haulers, dump trucks, concrete mixers).

“CNG” shall mean Compressed Natural Gas.

“Drayage Trucks” shall mean trucks hauling cargo to and from ports and intermodal rail yards.

“Forklift” shall mean nonroad equipment used to lift and move materials short distances; generally includes tines to lift objects. Eligible types of forklifts include reach stackers, side loaders, and top loaders.

“Freight Switcher” shall mean a locomotive that moves rail cars around a rail yard as compared to a line-haul engine that moves freight long distances.

“Generator Set” shall mean a switcher locomotive equipped with multiple engines that can turn off one or more engines to reduce emissions and save fuel depending on the load it is moving.

“Government” shall mean a State or local government agency (including a school district, municipality, city, county, special district, transit district, joint powers authority, or port authority, owning fleets purchased with government funds), and a tribal government or native village. The term “State” means the several States, the District of Columbia, and the Commonwealth of Puerto Rico.

“Gross Vehicle Weight Rating (GVWR)” shall mean the maximum weight of the vehicle, as specified by the manufacturer. GVWR includes total vehicle weight plus fluids, passengers, and cargo.

Class 1: < 6000 lb.

Class 2: 6001-10,000 lb.

Class 3: 10,001-14,000 lb.

Class 4: 14,001-16,000 lb.

Class 5: 16,001-19,500 lb.

Class 6: 19,501-26,000 lb.

Class 7: 26,001-33,000 lb.

Class 8: > 33,001 lb.

“Hybrid” shall mean a vehicle that combines an internal combustion engine with a battery and electric motor.

“Infrastructure” shall mean the equipment used to enable the use of electric powered vehicles (e.g., electric vehicle charging station).

“Intermodal Rail Yard” shall mean a rail facility in which cargo is transferred from drayage truck

to train or vice-versa.

“Port Cargo Handling Equipment” shall mean rubber-tired gantry cranes, straddle carriers, shuttle carriers, and terminal tractors, including yard hostlers and yard tractors that operate within ports.

“Plug-in Hybrid Electric Vehicle (PHEV)” shall mean a vehicle that is similar to a Hybrid but is equipped with a larger, more advanced battery that allows the vehicle to be plugged in and recharged in addition to refueling with gasoline. This larger battery allows the car to be driven on a combination of electric and gasoline fuels.

“Repower” shall mean to replace an existing engine with a newer, cleaner engine or power source that is certified by EPA and, if applicable, CARB, to meet a more stringent set of engine emission standards. Repower includes, but is not limited to, diesel engine replacement with an engine certified for use with diesel or a clean alternate fuel, diesel engine replacement with an electric power source (e.g., grid, battery), diesel engine replacement with a fuel cell, diesel engine replacement with an electric generator(s) (genset), diesel engine upgrades in Ferries/Tugs with an EPA Certified Remanufacture System, and/or diesel engine upgrades in Ferries/Tugs with an EPA Verified Engine Upgrade. All-Electric and fuel cell Repowers do not require EPA or CARB certification.

“School Bus” shall mean a Class 4-8 bus sold or introduced into interstate commerce for purposes that include carrying students to and from school or related events. May be Type A-D.

“Scrapped” shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. If any Eligible Vehicle will be replaced as part of an Eligible project, Scrapped shall also include the disabling of the chassis by cutting the vehicle’s frame rails completely in half.

“Tier 0, 1, 2, 3, 4” shall refer to corresponding EPA engine emission classifications for nonroad, locomotive, and marine engines.

“Tugs” shall mean dedicated vessels that push or pull other vessels in ports, harbors, and inland waterways (e.g., tugboats and towboats).

“Zero Emission Vehicle (ZEV)” shall mean a vehicle that produces no emissions from the on-board source of power (e.g., All-Electric or hydrogen fuel cell vehicles).

Attachment F

Operations and Maintenance Agreement

This Operations and Maintenance Agreement, (“Agreement”) is made and entered into this _____ day of _____, 20____, between _____ (hereinafter referred to as the “Grantee”) and the Agency of Natural Resources, Department of Environmental Conservation, (hereinafter referred to as the “State”).

1. The Grantee agrees to maintain the asset(s) listed below (add additional lines as necessary) for its intended purposes, as outlined in the Scope of Work of Grant Agreement 06140-SG-XXXX for at least 5 years, or the usable life expectancy as listed below from the date the asset is put into service. If the asset’s usable life expectancy is less than 5 years, please indicate what the life expectancy is.
 - A. _____
 - B. _____
 - C. _____
 - D. _____
 - E. _____
 - F. _____

For purpose of this agreement, “asset” shall include:

- Real property;
- Equipment with a fair market value of \$10,000 or greater (per unit) at the end of the agreement/award term;
- Unused supplies with a fair market value of \$10,000 at the end of period performance;
- Other types of tangible and intangible property.

2. The Grantee agrees to inspect and maintain the above-mentioned asset(s) at regular intervals throughout the year.
3. As long as the asset(s) is/are in operation, the Grantee agrees to correct any maintenance issues or conduct needed repairs including:
 - A. Periodic Maintenance, as necessary to keep the asset in working condition.
 - B. Reactive Maintenance, in the event that an asset is damaged due to natural or other causes. If the Grantee chooses to repair or replace the asset, the costs to do so will be the responsibility of the Grantee.

For purpose of this agreement, “operation” means to work properly, function, produce an effect and perform the work it is meant to operate or manage, in good working condition.

4. The Grantee shall not transfer or modify its responsibilities with respect to this agreement without the State’s written prior consent.
5. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if caused by occurrences beyond the reasonable control of the party affected, including but not limited to: severe storms, floods or other natural events, unforeseen incidents, and sabotage. Any time for performance hereunder

shall be extended by the time of delay caused by such occurrence. However, any work that needs to be performed if the asset needs repairs if such an event damages the facility will be the sole responsibility of the Grantee.

- 6. After project completion (i.e., the replacement electric vehicle has been received and the vehicle being replaced has been scrapped), Annual Reports are due January 15th of each year, for a total of five years and five Annual Reports. The Annual Report should include the following:
 - A. For the first Annual Report, in addition to the information in items B-G below, summarize work after submission of the Project Completion Report, and provide any further updates of actions taken in that calendar year when the project was completed, as well as the calendar year of the Annual Report.
 - B. Provide the total cost of operating and maintaining the new vehicle(s) and also the charging infrastructure (including but not limited to repairs, cloud services, personnel costs).
 - C. Report battery capacity, including seasonal or temporal changes.
 - D. Report annual mileage associated with the vehicle(s), including end-of-year odometer reading.
 - E. Report electricity consumption associated with the vehicle(s) and its cost, including total kilowatts dispensed from the charger.
 - F. If applicable, report the auxiliary heater fuel usage.
 - G. Report any major damage or loss associated with the vehicle(s) and charging infrastructure that occurred in the calendar year.
 - H. Report any significant changes to vehicle routes, operations, or usage that occurred during the calendar year.

By signing below the Grantee certifies that they accept responsibility for the care and maintenance of the above-named assets for the same use and intended purpose as outlined in the original agreement, and will submit the required Annual Reports for five years after project completion.

Grantee Signature

Date

Printed Name

Signer's Title

Please submit the completed document to your DEC Technical Project Manager.

DEC Program Use Only

By signing below the State hereby accepts the Operations and Maintenance Agreement and as outlined in the original agreement.

DEC Signature

Date

DEC Signer's Printed Name

DEC Signer's Title

Attachment G

Vermont Scrappage Form: Certificate of Engine/Chassis Destruction

Please complete one form for each vehicle / piece of equipment being replaced.

Grantee/Subrecipient			Vehicle/Equipment Owner (if different than Grantee)		
Name:			Name:		
Address:			Address:		
City:	State:	ZIP:	City:	State:	ZIP:

Dismantler			Vehicle Information (if applicable)		
Name:			VIN:		
Address:			Engine Serial #:		
City:	State:	ZIP:	Odometer:		miles
Vermont Salvage Yard License ID #:			Equipment Information (if applicable)		
License Expiration Date:			Equip. Make:	Model:	
Amount paid to owner by dismantler: \$			Engine Make:	Model:	
Date vehicle/equipment disabled:			Engine Serial #:	Engine Hrs:	

Required Documentation

1. For highway vehicles, indicate on the vehicle's title that the vehicle has been permanently disabled and is not to be re-registered (e.g., write "Junk" on back of title) and attach a copy of the title to this form.
2. Attach photographs of the permanently disabled vehicle or piece of equipment to this form. The photographs must include:
 1. The vehicle (with license plate visible) or piece of equipment prior to disabling.
 2. The VIN and door sticker (Federal Motor Vehicle Safety Standards sticker), if applicable.
 3. The engine data plate(s), showing engine serial #, engine model year, and engine family.
 4. The engine block, prior to hole.
 5. The 3-inch diameter hole in the engine block.
 6. The frame rails cut in half.

Representations and Signatures

The undersigned hereby certify that the vehicle or piece of equipment described above was permanently disabled by cutting a 3-inch diameter hole in the engine block and cutting the chassis (frame rails) in half.

Dismantler: _____
Printed Name of Authorized Signatory

Signature
Date

Grantee/Subrecipient: _____
Printed Name of Authorized Signatory

Signature
Date

Attachment H: Department of Environmental Conservation Asset Ownership, Use, and Disposition Request Form

The State of Vermont Department of Environmental Conservation (DEC) requires Grantees/Awardees/Recipients/Subrecipients (herein after called "Vendor") to submit written requests indicating the Vendor wishes to retain, change the use of, sell, transfer, encumber, or dispose of any asset purchased or furnished to the Vendor with State or Federal funds from the agreement or award.

This requirement is outlined of the original agreement/award in the Asset Ownership, Use, and Disposition clause. Federal awards are also governed by 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).¹

For purpose of this form, "asset" shall include:

- Real property;
- Equipment with a fair market value of \$10,000 or greater (per unit) at the end of the agreement/award term;
- Unused supplies with a fair market value of \$10,000 at the end of period performance;
- Other types of tangible and intangible property.

Please complete the applicable information below, sign, and submit this document to ANR.DECFederal@vermont.gov. Each asset requires a separate form to be submitted.

This request will be reviewed and specific instructions will be provided based on the nature of your request. Additional information may be required by DEC. You will be provided with a signed copy of this form upon approval that must be retained along with any instructions in your official grant file.

Complete the table and sign below to request for the asset being **retained** at the end of the agreement/award term:

<u>Ownership:</u>	
Vendor:	
Agreement/Award #:	
Asset Name/Type:	
Date of Purchase:	
Original Cost of Asset:	\$
Description of Asset and Use:	

¹ Note that for federal awards, some asset categories may only be approved for a change in use, encumbrance, or disposition when that asset is no longer needed for the originally authorized purpose or for the project or program for which it was originally acquired.

Grantee/Awardee Signature

Date

Print Name

Signer's Title

Ownership - DEC Financial Operations Use Only

By signing below the State hereby grants your above request to retain the asset and as outlined in the original agreement.

DEC Signature

Date

DEC Signer's Printed Name

DEC Signer's Title

Complete the table and sign below to request for the asset to be **disposed, sold, change use, transferred, or otherwise encumbered**:

Disposition/Sale/Use/Transfer/Other:

This request is for (select one): Disposition Sale Change Use Transferred Other

Asset Estimated Current Market Value:	\$
Estimated Total Sale Price: (If requesting to sell)	\$
Additional Details: (Use this box to detail the requested change in use, transfer details, other, etc.; as applicable)	

Grantee/Awardee Signature

Date

Print Name

Signer's Title

Disposition/Other - DEC Financial Operations Use Only

Amount Owner Received from Sale of Asset (If applicable):	\$
Amount Owed to the State:	\$

By signing below the State hereby grants your request referenced above.

DEC Signature

Date

DEC Signer's Printed Name

DEC Signer's Title

SAMPLE