

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary Tennessee

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

Action Title:	STATE OF TENNESSEE SCHOOL BUS REPLACEMENT GRANT
Beneficiary's Project ID:	ENVWSCHOOLBUS
Funding Request No.	(sequential) 16
Request Type: (select one or more)	☒ Reimbursement ☐ Advance ☐ Other (specify): _____
Payment to be made to: (select one or more)	☒ Beneficiary ☐ Other (specify): _____
Funding Request & Direction (Attachment A)	☒ Attached to this Certification ☐ To be Provided Separately

SUMMARY

Eligible Mitigation Action	☒ Appendix D-2 item (specify): <u>Eligible Mitigation Action Category #2, Class 4-8 School Buses</u>
Action Type	☐ Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____
Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1): See attached.	
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): See attached.	
Estimate of Anticipated NOx Reductions (5.2.3): See attached.	
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): Tennessee Department of Environment and Conservation	
Describe how the Beneficiary will make documentation publicly available (5.2.7.2). See attached.	
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8). See attached.	
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9). See attached.	

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).
See attached.

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 Tennessee, 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: 9/23/2022

Molly R. Cripps, Director, Bureau of Environment Operations / Office of Energy Programs / Emergency Res

[NAME]

[TITLE]

Tennessee Department of Environment and Conservation

[LEAD AGENCY]

for

Tennessee

[BENEFICIARY]

Molly R. Cripps 12-05-2022

ATTACHMENT A

FUNDING REQUEST AND DIRECTION

(Attachment to Appendix D-4, Beneficiary Eligible Mitigation Action Certification, pursuant to Paragraph 5.2 of the Environmental Mitigation Trust Agreement)

Pursuant to the authority granted to the Tennessee Department of Environment and Conservation [insert Lead Agency] to act on behalf of Beneficiary Tennessee under the Mitigation Trust, [Lead Agency] directs the Trustee to make the following payments from its subaccount no. 122969-031 to the following payees, for the amounts specified on the dates specified below.

LEAD AGENCY INFORMATION

Beneficiary Name:	<u>Tennessee</u>	Lead Agency Contact Person:	<u>Molly R. Cripps</u>
Lead Agency Name:	<u>Tennessee Department of Environment and Conservation</u>	Lead Agency Email Address:	<u>molly.cripps@tn.gov</u>
Lead Agency Address:	<u>312 Rosa L. Parks Ave., 2nd Floor, Nashville, TN 37241</u>	Lead Agency Fax:	<u>615-741-5070</u>
Lead Agency Phone:	<u>615-741-2994</u>	Lead Agency TIN:	<u>626001445</u>

Contact information entered above may correspond to Lead Agency or 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

MITIGATION ACTION INFORMATION

Action Title:	<u>STATE OF TENNESSEE SCHOOL BUS REPLACEMENT</u>	Funding Request No:	<u>16</u>
Beneficiary's Project ID:	<u>ENVWSCHOOLBUS</u>		

PAYMENTS REQUESTED

(attach additional pages if needed)

Amount	Requested Date	Payee	Request Type
\$1,341,833.37	9/23/2022	STATE OF TENNESSEE TREASURY	Reimbursement

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION SUMMARY ATTACHMENT

(All terms that are both bolded and italicized in this document are defined in Appendix D-2 of the State Trust Agreement.)

Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):

Section V.B.ii. of the State of Tennessee's Beneficiary Mitigation Plan states:¹

The State will allocate \$8,854,685.42 within the Bus category to ***Class 4-8 School Bus*** projects.

Eligible ***School Buses*** may be replaced with any new diesel, ***Alternate Fueled***, or ***All-Electric*** vehicle. Due to expected NOx emissions reductions from ***Alternate Fueled*** and ***All-Electric*** projects being higher than expected NOx emissions reductions from new diesel projects, the State will prioritize funding for ***Alternate Fueled*** and ***All-Electric*** vehicle replacements under this Environmental Mitigation Action subcategory. For purposes of the State's Beneficiary Mitigation Plan, ***Repowers*** for ***Class 4-8 School Buses*** shall not be considered eligible, as these types of vehicle modifications were found to not be commercially viable. Furthermore, useful life restrictions on ***School Buses***, as outlined in Tenn. Code Ann. § 49-6-2109 (b), further limit the viability of School Bus Repowers in Tennessee.²

Additionally, Section V.D. of the State of Tennessee's Beneficiary Mitigation Plan speaks to the intended use of allowable administrative expenditures for each Eligible Mitigation Action category.³

Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):

After conducting a comprehensive review of all grant applications, TDEC selected 35 grantees that will replace a total of 134 engine model year 2009 or older ***School Buses*** with 65 new diesel, one ***All-Electric***, 65 propane, and three compressed natural gas ***School Buses***.

The new ***School Buses*** will reduce NOx emissions associated with the older (pre-2009) diesel ***School Buses*** to be ***Scrapped***. Of the School Buses to be funded, 27 will operate 70% or more of the time in former nonattainment areas for ozone and/or fine particulates (PM2.5) National Ambient Air Quality Standards;⁴ 42 will operate in economically Distressed Counties, defined by the Appalachian Regional Commission as those counties that rank among the 10 percent most economically distressed counties in the nation based on a three-year average unemployment rate, per capita market income, and poverty rate.⁵

¹ State of Tennessee's Beneficiary Mitigation Plan. https://www.tn.gov/content/dam/tn/environment/energy/documents/vw-resources/TDEC%20VW%20EMT%20BMP_Updated%204.26.21.pdf

² Tenn. Code Ann. § 49-6-2109 (b) (1) states that conventional and Class D school buses "may be used until the buses reach the eighteenth year from the in-service date of the buses." Tenn. Code Ann. § 49-6-2109 (b) (2) states that "the Commissioner of Safety, through the inspection process, may approve additional years of service beyond the eighteenth year from the in-service date for conventional and Class D buses on a year-to-year basis," only if the school bus being operated has less than two hundred thousand (200,000) miles of recorded travel.

³ State of Tennessee's Beneficiary Mitigation Plan. https://www.tn.gov/content/dam/tn/environment/energy/documents/vw-resources/TDEC%20VW%20EMT%20BMP_Updated%204.26.21.pdf

⁴ Tennessee Nonattainment/Maintenance Status for Each County by Year for All Criteria Pollutants, https://www3.epa.gov/airquality/greenbook/anayo_tn.html.

⁵ Distressed County designations are updated each State Fiscal Year. For purposes of this Program, a county must have been designated as Distressed in Fiscal Year 2019 in order to be treated as a Distressed County during the application evaluation process. As of Fiscal Year 2019, Tennessee had 15 Distressed Counties. A comprehensive list of Distressed Counties for Fiscal

The diversity of fuel and project types will also help to strengthen emergency preparedness and the resiliency of the transportation sector in Tennessee.

Estimate of Anticipated NOx Reductions (5.2.3):

These projects are expected to yield NOx emissions reductions of an estimated 111,615.19 pounds, or 55.81 tons, over the lifetime of the new vehicles. This estimate was calculated using the Argonne Heavy Duty Vehicle Emissions Calculator.

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

Please see the Attachment to the State of Tennessee's Certification for Beneficiary Status under the Environmental Mitigation Trust,⁶ which details how the State of Tennessee will make documentation publicly available.

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

Section V.B.ii. of the State of Tennessee's Beneficiary Mitigation Plan states:⁷

For eligible **School Buses**, the State will fund:

- Up to 25% of the cost of a replacement for Non-Government Owned projects;
- Up to 50% of the cost of a replacement for **Government** Owned projects;
- Up to 75% of the cost of a replacement for **Government** Owned projects in current or former nonattainment areas for Ozone and/or PM2.5 NAAQS; and
- Up to 75% of the cost of a replacement for **Government** Owned projects in Distressed Counties.

For **All-Electric** replacement projects, the State will fund up to 25% of the acquisition and installation costs for associated charging infrastructure (**All-Electric** infrastructure costs) for Non-Government Owned projects and up to 50% of the **All-Electric** infrastructure costs for **Government** Owned projects.

Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):

Please see Appendix 3 (Notice of Availability of Mitigation Action Funds to Certain Federal Agencies) of the State of Tennessee's Beneficiary Mitigation Plan, which details how the Beneficiary complied with subparagraph 4.2.8 of the State Trust Agreement.⁸

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):

Please see Section VI. of the State of Tennessee's Beneficiary Mitigation Plan. This section sets forth the method by which the Tennessee Department of Environment and Conservation will consider the potential

Year 2019 may be accessed here: <https://www.tn.gov/transparenttn/jobs-economicdevelopment/openecd/tneecd-performance-metrics/openecd-long-term-objectives-quick-stats/distressedcounties.html>.

⁶ Certification for Beneficiary Status Under Environmental Mitigation Trust Agreement.

[https://www.tn.gov/content/dam/tn/environment/energy/documents/vw-resources/Tennessee%20Appendix%20D-3%20form%20\(executed%20and%20filed\).pdf](https://www.tn.gov/content/dam/tn/environment/energy/documents/vw-resources/Tennessee%20Appendix%20D-3%20form%20(executed%20and%20filed).pdf).

⁷ State of Tennessee's Beneficiary Mitigation Plan. https://www.tn.gov/content/dam/tn/environment/energy/documents/vw-resources/TDEC%20VW%20EMT%20BMP_Updated%204.26.21.pdf.

⁸ State of Tennessee's Beneficiary Mitigation Plan. https://www.tn.gov/content/dam/tn/environment/energy/documents/vw-resources/TDEC%20VW%20EMT%20BMP_Updated%204.26.21.pdf.

beneficial impact of selected Eligible Mitigation Actions on air quality in areas that bear a disproportionate share of the air pollution burden.⁹

⁹ Ibid.

ATTACHMENT B**PROJECT MANAGEMENT PLAN – PROJECT SCHEDULE AND MILESTONES**

School Bus Replacement Grant Program Milestone	Date
Lead Agency Secures Delegated Grant Authority	February 2018
Solicitation Release	October 6, 2018
Application Deadline	December 14, 2018
Selected Grantees Announced	May 22, 2019
Updated Beneficiary Mitigation Plan Published	May 22, 2019
Draft Grant Contracts Sent to Grantees for Signature	September 2019
Grant Contracts Finalized	September 2019
Grant Contract Begin Date	October 15, 2019
Trustee Acknowledges Receipt of Project Certification and Funding Direction	January 14, 2020 (Trustee acknowledged receipt of December 16, 2019 submission of D-4)
Grantees complete quarterly, annual, and final reports, as required by the Grant Contract	January 2020-October 2026
Lead Agency conducts on-site and desktop monitoring of all Grantees	January 2020-January 2022
Grantees certify project completion and provide detailed invoices for all claimed project costs, documentation for emissions reduction estimates, required certification documents to Lead Agency to support direction to Trustee for Payment	January 2020-January 2022
Lead Agency completes review of project reimbursement supporting documentation and certifies payment direction to Trustee	August 2020-April 2022
Trustee Acknowledges Receipt of Direction for Payment(s)	September 2020-May 2022
Trustee Allocates Share of State Funds for Approved Project and/or Eligible Administrative Expenses (to coincide with vehicle purchase/delivery/deployment and corresponding scrappage)	February 2020 (first payment from Trustee)-November 2022
Grant Contract End Date	April 2022
Grant Closeout / Lead Agency Reports Project Completion	July- November 2022

PROJECT BUDGET

Period of Performance: November 2018-May 2022

Budget Category	Total Approved Budget	Share of Total Budget to be Funded by the Trust	Cost-Share, if applicable
Subrecipient Awards (See Attachment D for List of Approved Grantees and Corresponding Funding Ceilings)	\$13,228,482.31	\$8,205,276.94 (Note: this reflects the amount obligated to projects to date)	\$5,023,205.37
Administrative	\$820,527.69	\$820,527.69 (Estimated: 10% of obligated project funds)	N/A
Project Totals	\$14,049,010.00	\$9,025,804.63	\$5,023,205.37
Percentage	100%	64%	36%

PROJECTED TRUST ALLOCATIONS

	2022
Anticipated Annual Project Funding Request to be paid through the Trust	\$1,330,588.68
Anticipated Annual Cost Share	\$1,080,882.57
Anticipated Total Project Funding by Year (line 1 plus line 2)	\$2,411,471.25
Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$28,077.19 (Amount from first EMA funding request payment) + \$3,437,175.26 (Amount from second EMA funding request payment) + \$3,001,441.78 (third EMA funding request payment) = \$6,466,694.23
Current Beneficiary Project Funding to be paid through the Trust (line 1)	\$1,330,588.68
Total Funding Allocated to Beneficiary, inclusive of Current Action by Year (line 4 plus line 5)	\$7,797,282.91

Beneficiary Share of Estimated Funds Remaining in Trust	\$39,840,000 (Based on principal assets + total income assets from September 2022 statement, rounded down to the nearest 10 thousand)
Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (line 7 minus line 6)	\$32,042,717.09

ATTACHMENT C

DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

The Tennessee Department of Environment and Conservation (TDEC) will provide detailed reporting on this Environmental Mitigation Trust project in two ways:

1. Timely updates to TDEC's *Tennessee and the Volkswagen Diesel Settlement* public-facing webpage (also referred to as the "TDEC Webpage," which can be accessed at www.tn.gov/environment/VWSettlement);
2. Tennessee's semiannual Beneficiary Reporting Obligations to Wilmington Trust (the "Trustee").

After being identified by the Governor as Lead Agency, TDEC launched the TDEC Webpage to provide information regarding the Environmental Mitigation Trust and eligible mitigation actions. The State of Tennessee's Beneficiary Mitigation Plan and all documentation and records submitted by the Beneficiary in support of each funding request to the Trustee will be available to the public on the TDEC Webpage. Timely updates to the TDEC Webpage will inform the general public on the projects' status as well as when these projects have been completed.

Tennessee will comply with Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries, which details the following Beneficiary 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.

To assist Tennessee in fulfilling its Beneficiary Reporting Obligations, Grantees under TDEC's School Bus Replacement Grant Program must submit quarterly, annual, and final reports on their funded vehicle replacement projects. Details on each Grantee's required reporting are outlined in a School Bus Replacement Grant Program Manual¹⁰ and are provided below:

¹⁰ State of Tennessee Volkswagen Diesel Settlement Environmental Mitigation Trust School Bus Replacement Grant Program Manual, <https://www.tn.gov/content/dam/tn/environment/energy/documents/vw-resources/VW%20EMT%20School%20Bus%20Replacement%20Grant%20Program%20Manual%20with%20Appendices.pdf>.

A. Quarterly Reporting

Section A.2.c. of the Grant Contract states that the Grantee must submit quarterly reports to include updates on procurement, vehicle operator training, and refueling infrastructure until the grant-funded **School Bus(es)** is purchased, delivered, and put into service, and the **School Bus(es)** to be replaced is **Scrapped**. Such reports shall include a complete description of the status of the project (including actual or projected termination date), development, implementation, and any modification. A quarterly report template is provided in **Appendix A** of the Grant Contract. Quarterly reports shall be due no later than January 10, April 10, July 10, and October 10 of each year of the Grant Contract term.

B. Annual Reporting

Section A.2.d. of the Grant Contract states that the Grantee will be required to submit annual reports for a period of five years following vehicle procurement, delivery, and the placement of vehicles into service. These reports shall be due no later than 30 days after the close of the Grantee's fiscal year. Such reporting shall include those items listed in Section D.18 (Annual and Final Reports) of the Grant Contract, as well as the demonstrated usage of fuel in purchased vehicles, the number of diesel gallon equivalents (DGEs) or gallons purchased, purchase price, refueling locations, miles driven, driving or route habits, metrics regarding emissions reductions, and savings or cost avoidance. An annual report template is provided in **Appendix B** of the Grant Contract.

The obligations set forth in Section A.2.d. shall survive the expiration of the Grant Contract.

C. Final Report

Sections A.2.e. and D.18. of the Grant Contract require the Grantee to submit a final project report (**Appendix C** of the Grant Contract) within three months of the completion of the Grant Contract Term. (Please note that this report may be combined with the annual report for the final year of the grant period.) In addition to the information requested for the annual report, the final project report must also include cumulative financial information to match the final reimbursement request as well as inventory documentation for all equipment or vehicles purchased with funding through the Grant Contract. The inventory documentation must include, at a minimum, the following:

- a. Description of the equipment or vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or vehicles are used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

NOTE: Failure to submit quarterly, annual, or final reports may result in the required refund of any and all payments made to the Grantee by the State.

D. Scrappage

Section A.2.a. of the Grant Contract states that all eligible **School Buses** to be replaced under this program must be **Scrapped** within sixty (60) days of new vehicle delivery. **“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 and to disable the chassis by cutting the vehicle’s frame rails completely in half. Grant funding shall not cover costs associated with scrappage of eligible **School Buses** to be replaced.

Scrappage may be completed by the Grantee or by a salvage yard, or similar service, provided all scrappage requirements are met and all necessary documentation is provided. Proof of scrappage must be provided with the corresponding new vehicle reimbursement request. Scrappage documentation must include JPEG images of the following with corresponding file names. Please append the last four digits of the **School Bus’s** VIN number to the file name (e.g., SideProfile1234.jpg):

	Photo	File Name (insert last four digits of VIN for “####”)
1	Side profile of the School Bus	SideProfile####.jpg
2	Vehicle Identification Number (VIN) label	VIN####.jpg
3	Engine plate showing the EPA engine family name	EngineTag####.jpg
4	Chassis rail cut in half	Chassis####.jpg
5	Engine block, prior to the hole being drilled	EngineBlockPrior####.jpg
6	Engine block, after the hole has been drilled	EngineBlockAfter####.jpg

Please see **Appendix D** to the Grant Contract for example scrappage photos.

The Grantee must also provide a letter on their letterhead or on the letterhead of the salvage yard that performed the service confirming that the scrappage requirements have been met. The letter must be signed by the salvage yard that performed the service, or, if the Grantee performs the scrappage service themselves, by the Grantee signatory listed in the Grant Contract. A template of the letter may be found in **Appendix E** of the Grant Contract. The letter must include:

- The date the **School Bus(es)** was **Scrapped**.
- A listing of the **School Bus(es)** with engine model year and VIN; and
- The name and contact information for the entity that **Scrapped** the **School Bus(es)**.

E. Vehicle Disposition

Section D.27. of the Grant Contract addresses rules for disposition of grant-funded vehicles. Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or

motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of Environment and Conservation as appropriate and in accordance with any applicable federal laws or regulations.

TDEC 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 (include 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

After conducting a comprehensive review of all grant applications under the School Bus Replacement Grant Program, the Tennessee Department of Environment and Conservation (TDEC) selected 35 Grantees that will replace a total of 134 engine model year 2009 or older **School Buses** with 65 new diesel, one **All-Electric**, 65 propane, and three compressed natural gas vehicles. Details on these Grantees and their associated vehicle projects can be found in the table below.

Grantee	Fuel Type	# of Buses	Grant Amount Requested	Applicant's Cost Share	Total Purchase Cost
Bledsoe County Board of Education	Diesel	5	\$324,825.00	\$108,275.00	\$433,100.00
Bradford Special School District	Propane	4	\$189,000.00	\$189,000.00	\$378,000.00
Campbell County Board of Education	Diesel	1	\$42,000.00	\$42,000.00	\$84,000.00
Carroll County Department of Education	Diesel	6	\$275,700.00	\$275,700.00	\$551,400.00
City of Johnson City	Diesel	5	\$234,375.00	\$240,625.00	\$475,000.00
Clarksville Montgomery County School System	Propane	10	\$625,000.00	\$255,000.00	\$880,000.00
Clay County Schools	Diesel	3	\$220,500.00	\$73,500.00	\$294,000.00
Fentress County Board of Education	Diesel	2	\$146,916.00	\$48,972.00	\$195,888.00
Greene County Schools	Propane	6	\$273,195.72	\$273,195.72	\$546,391.44
Grundy County Department of Education	Propane	7	\$539,600.25	\$179,866.75	\$719,467.00
Hancock County School System	Propane	3	\$238,440.50	\$79,480.19	\$317,920.69
Hardeman County Board of Education	Diesel	5	\$318,720.75	\$106,240.25	\$424,961.00
Henderson County Board of Education	Diesel	1	\$42,000.00	\$42,000.00	\$84,000.00
Hickman County School System	Propane	13	\$604,500.00	\$604,500.00	\$1,209,000.00
Humphreys County Board of Education	Diesel	1	\$45,000.00	\$45,000.00	\$90,000.00
Jackson County Board of Education	Diesel	1	\$63,000.00	\$21,000.00	\$84,000.00
JLL Transport, LLC	Diesel	1	\$96,166.17	\$32,055.40	\$128,221.57
KIPP East Nashville Preparatory (DBA KIPP Nashville)	Diesel	3	\$188,325.00	\$62,775.00	\$251,100.00
Lynch Bus Lines, LLC	Propane	4	\$272,100.00	\$90,700.00	\$362,800.00
Metropolitan Nashville Public Schools	Diesel	5	\$332,092.50	\$110,697.50	\$442,790.00
Morgan County Board of Education	Diesel	2	\$139,350.00	\$46,450.00	\$185,800.00
Obion County Board of Education	Diesel	2	\$87,740.00	\$87,740.00	\$175,480.00
Oneida Special School District	Propane	3	\$371,250.00	\$123,750.00	\$495,000.00
Overton County Schools	Diesel	4	\$159,588.00	\$159,588.00	\$319,176.00
Perry County Schools	Propane	8	\$582,375.00	\$194,125.00	\$776,500.00
Putnam County Board of Education	Diesel	5	\$260,565.00	\$260,565.00	\$521,130.00
Roane County Board of Education	Diesel	1	\$55,246.50	\$55,246.50	\$110,493.00
Robertson County Board of Education	Diesel	5	\$249,438.80	\$249,438.80	\$498,877.60
Sequatchie County Board of Education	Diesel	2	\$94,420.50	\$94,420.50	\$188,841.00
Sevier County Board of Education	Natural Gas	3	\$313,125.00	\$104,375.00	\$417,500.00
Stewart County Schools	Diesel	2	\$94,500.00	\$94,500.00	\$189,000.00
Van Buren County Schools	Diesel	1	\$80,696.25	\$26,898.75	\$107,595.00
Warren County Schools	Diesel	2	\$95,525.00	\$95,525.00	\$191,050.00
Washington County Department of Education*	All-Electric	1	\$219,250.00	\$219,250.01	\$438,500.01
Weakley County Board of Education	Propane	7	\$330,750.00	\$330,750.00	\$661,500.00

*The Washington County Department of Education has been selected to receive funds for both an **All-Electric School Bus** replacement as well as the acquisition and installation of associated **All-Electric** charging infrastructure. The Grantee's Grant Amount Requested, Applicant's Cost Share, and Total Purchase Cost are inclusive of both the **School Bus** replacement and infrastructure components of the **All-Electric** project. All other Grantees' Grant Amount Requested, Applicant's Cost Share, and Total Purchase Cost are inclusive only of eligible **School Bus** replacement costs.

At the time of reimbursement request, Grantees under the **School Bus** Replacement Grant Program must submit to TDEC cost invoices along with all required supporting documentation. Eligible costs under this Program are limited to (1) the purchase costs of eligible **School Buses** and (2) the acquisition and

installation costs for **All-Electric** infrastructure, if applicable. The total purchase cost of eligible **School Buses** may include required costs to acquire the vehicle(s), such as taxes and delivery fees. Costs not integral to **School Bus** function (e.g., idle reduction technologies, optional diesel after-treatment devices, etc.) cannot be considered eligible for reimbursement. Invoices provided as supporting documentation along with reimbursement requests must detail any such costs in an itemized fashion.

Grantee instructions for completing and submitting an invoice are outlined in a **School Bus** Replacement Grant Program Manual¹¹ and are provided below:

Section C.5 of the Grant Contract states that the Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation... Each invoice shall clearly and accurately detail all of the following required information:

- a. Invoice/Reference Number (assigned by the Grantee);
- b. Invoice Date;
- c. Invoice Period (to which the reimbursement request is applicable);
- d. Grant Contract Number (assigned by the State);
- e. Grantor: Department of Environment and Conservation, Office of Energy Programs
- f. Grantor Number (assigned by the Grantee to the above-referenced Grantor);
- g. Grantee Name;
- h. Grantee Tennessee Edison Registration ID Number Referenced in Preamble of the Grant Contract;
- i. Grantee Remittance Address;
- j. Grantee Contact for Invoice Questions (name, phone, or fax); and
- k. Itemization of Reimbursable Requested for the Invoice Period – it must detail, at minimum, all of the following:
 - l. The amount requested by Grant Budget line-item;
 - m. The amount reimbursed by Grant Budget line-item to date;
 - n. The total amount reimbursed under the Grant Contract to date; and
 - o. The total amount requested (all line-items) for the Invoice Period.

...Invoices shall be submitted along with supporting documentation in the form of cancelled checks, confirmation of payment, and signed donation letters, in order to verify all expenditures and cost share contributions. Invoices must also be accompanied by scrappage documentation in the form of images... and a scrappage certification letter...

Grant payments will be made electronically to the account specified on the Automated Clearing House (ACH) form, to be completed by the Grantee.

Detailed supporting documentation (grantee invoices to TDEC, vendor invoices to grantees, and proof of payment) for eligible **Class 4-8 School Bus** replacements will be provided to the Trustee along with each corresponding Attachment A – Funding Request and Direction for this Eligible Mitigation Action category.

¹¹ State of Tennessee Volkswagen Diesel Settlement Environmental Mitigation Trust School Bus Replacement Grant Program Manual, <https://www.tn.gov/content/dam/tn/environment/energy/documents/vw-resources/VW%20EMT%20School%20Bus%20Replacement%20Grant%20Program%20Manual%20with%20Appendices.pdf>.

**VOLKSWAGEN DIESEL SETTLEMENT
ENVIRONMENTAL MITIGATION TRUST
STATE OF TENNESSEE ADMINISTRATIVE EXPENDITURES**

VW Class 4-8 School Buses – Project Code ENVWSCHOOLBUS

Dates: July 1, 2021 through June 30, 2022

Employee ID 00359905 – \$173.92

Employee ID 00412100 – \$778.30

Employee ID 00448314 – \$752.48

Employee ID 00499617 - \$1,369.76

Employee ID 00565448 - \$149.15

Employee ID 00539908 – \$4,833.53

Total Salaries & Benefits - \$8,057.14

Total Indirect - \$1,840.25

Total Travel - \$989.75

Total OEP Rent & TIBS (Telephone Billing) Reallocation - \$357.55

Total Administrative Expenditures - \$11,244.69

Total Grantee Reimbursements - \$1,330,588.68

Grand Total - \$1,341,833.37

A total of six OEP employees charged time to Class 4-8 School Buses.

Grantee reimbursements

Metropolitan Nashville Public Schools \$327,194.43

Hickman County Board of Education \$271,914

Henderson County \$42,000

Bledsoe County \$127,275

Bradford Special School District \$46,684.50

Clarksville Montgomery County \$300,208.75

Weakley County \$142,698

Overton County \$72,614

Total \$1,330,588.68

Supporting Documentation (Grantee Invoices to TDEC) for School Bus Reimbursement Requests

Grantee Name	Date Approved	Payment Date	Amount Paid
Bledsoe County Board of Education	8/23/2021	9/1/2021	\$127,275.00
Bradford Special School District	9/14/2021	10/4/2021	\$46,684.50
Henderson County Board of Education	12/16/2021	12/30/2022	\$42,000.00
Clarksville Montgomery County School System	12/16/2021	1/6/2022	\$300,208.75
Weakley County Board of Education	4/18/2022	5/2/2022	\$142,698.00
Overton County Board of Education	4/28/2022	5/5/2022	\$72,614.00
Metropolitan Nashville Public Schools	4/26/2022	5/6/2022	\$327,194.43
Hickman County School System	4/28/2022	5/6/2022	\$271,914.00

TOTAL REIMBURSED: \$1,330,588.68

INVOICE NUMBER 6212021

BLEDSON COUNTY BOARD OF EDUCATION

STATE OF TN VOLKSWAGEN SCHOOL BUS REPLACEMENT GRANT PROGRAM

BILL TO:	FROM:	DATE:
Tennessee Department of Environment and Conservation, c/o Alexa Voytek 312 Rosa L. Parks Ave. Nashville, TN 37243 615-532-0238 alexa.voytek@tn.gov	Bledsoe County Board of Education P.O. Box 335 Pikeville, TN 37379 Attn: Janice Ritchie jritchie@bledsoecountyschools.org	7/21/2021

SCHOOL BUS #4 VIN#: [REDACTED]	
2022 IC CE SPED SCHOOL BUS	\$93,000.00
CUMBERLAND INTERNATIONAL	
TOTAL (Reimbursable)	\$93,000.00
Grantee Cost Share (25%)	\$23,250.00
<u>AMOUNT DUE (75%)</u>	\$69,750.00

INVOICE NUMBER 7072021

BLEDSON COUNTY BOARD OF EDUCATION

STATE OF TN VOLKSWAGEN SCHOOL BUS REPLACEMENT GRANT PROGRAM

BILL TO:	FROM:	DATE:
Tennessee Department of Environment and Conservation, c/o Alexa Voytek 312 Rosa L. Parks Ave. Nashville, TN 37243 615-532-0238 alexa.voytek@tn.gov	Bledsoe County Board of Education P.O. Box 335 Pikeville, TN 37379 Attn: Janice Ritchie jritchie@bledsoecountyschools.org	7/21/2021

SCHOOL BUS #5 VIN#: [REDACTED]	
2022 IC-CE 78 PASSENGER SCHOOL BUS	\$85,200.00
CUMBERLAND INTERNATIONAL	
TOTAL (Reimbursable)	\$85,200.00
Grantee Cost Share	\$27,675.00
AMOUNT DUE (< 75%)	\$57,525.00

Bradford Special School District

P.O. Box 220

Bradford, TN 38316

Mike Henson

731-742-3180

mhenson@bradfordspecial.com

BILL TO

Alexa Voytek

Tennessee Department of Environment and Conservation

312 Rosa Parks Avenue

Nashville, TN 37243

615-532-0238

alexa.voytek@tn.gov

INVOICE

INVOICE

1003

DATE

9/1/2021

CUSTOMER ID

TN/GOV

TERMS

Due Upon Receipt

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
2022 Bluebird Vision Propane Bus 78 pgrs [REDACTED]	1	\$ 86,369.00	\$ 86,369.00
Propane Engine	1	\$ 7,000.00	\$ 7,000.00
Air Conditioning	1	\$ 7,650.00	\$ 7,650.00
AM/FM Radio	1	\$ 450.00	\$ 450.00
	1		\$ -
			\$ -
			-
Subtotal (Non-Reimbursable)			\$ 8,100.00
Subtotal (Reimbursable)			\$ 93,369.00
			-
			-
			-
			-
			-
ALL NON-REIMBURSABLE			8,100.00
ALL REIMBURSABLE			\$ 93,369.00
ALL TOTAL COSTS			101,469.00
AMOUNT DUE			\$ 46,684.50

If you have any questions about this invoice, please contact
Mike Henson 731-742-3180 mhenson@bradfordspecial.com

Tennessee Department of Environment and Conservation Office
of Energy Programs
Williams R. Snodgrass Tower
312 Rosa L. Parks Ave. 2nd Floor, Nashville, TN 37243
PH: 615-741-2994 FAX: 615-741-5070

**INVOICE - HENDERSON COUNTY SCHOOL DISTRICT
STATE OF TENNESSEE
VOLKSWAGEN DIESEL SETTLEMENT
ENVIRONMENTAL MITIGATION TRUST
SCHOOL BUS REPLACEMENT GRANT PROGRAM**

INVOICE #: BUS-01

BILL TO:	FROM:	DATE:
Tennessee Department of Environment and Conservation, c/o Alexa Voytek 312 Rosa L. Parks Ave. Nashville, TN 37243 615-532-0238 alexa.voytek@tn.gov	Henderson County School District c/o Brian Hays 35 E. Wilson St. Lexington, TN 38351 731-968-3661 ext. 1208 hays.brian@hcschoolstn.org	November 23, 2021

SCHOOL BUS #1 VIN:	
2022 - IC - CE BUS	\$85,200.00
Air Conditioning	\$5,000.00
Vehicle Delivery Fees	\$0.00
Taxes	\$0.00
Subtotal (Non-Reimbursable)	\$48,200.00
Subtotal (Reimbursable)	\$42,000.00
Total	\$90,200.00
All Non-Reimbursable Costs ⁵	\$48,200.00
All Reimbursable Costs ⁶	\$42,000.00
All Total Costs ⁷	\$90,200.00
AMOUNT DUE⁸	\$42,000.00

Clarksville Montgomery County School System
Volkswagen Diesel Settlement
Environmental Mitigation Trust
School Bus Replacement Grant Program

Bill To:	From:	Date:
Tennessee Department of Environment and Conservation, c/o Alexa Voytek 312 Rosa L. Parks Ave. Nashville, TN 37243 615-532-0238 alexa.voytek@tn.gov	Clarksville Montgomery County School System Gene Fish 621 Gracey Ave. Clarksville, TN 37040 931-358-4219 gene.fish@cmcss.net	June 30, 2021

School Bus #1 (VIN# [REDACTED])	
2022 Blue Bird BBCV Vision LP Propane School Bus	\$ 91,678.00
REI Camera System	\$ 1,550.00
Luggage Compartment	\$ 855.00
Subtotal (Non-Reimbursable)	\$ 2,405.00
Subtotal (Reimbursable)	\$ 91,678.00
Total	\$ 94,083.00

School Bus #2 (VIN# [REDACTED])	
2022 Blue Bird BBCV Vision LP Propane School Bus	\$ 91,678.00
REI Camera System	\$ 1,550.00
Luggage Compartment	\$ 855.00
Subtotal (Non-Reimbursable)	\$ 2,405.00
Subtotal (Reimbursable)	\$ 91,678.00
Total	\$ 94,083.00

School Bus #3 (VIN# [REDACTED])	
2022 Blue Bird BBCV Vision LP Propane School Bus	\$ 91,678.00
REI Camera System	\$ 1,550.00
Luggage Compartment	\$ 855.00
Subtotal (Non-Reimbursable)	\$ 2,405.00
Subtotal (Reimbursable)	\$ 91,678.00
Total	\$ 94,083.00

School Bus #4 (VIN# [REDACTED])	
2022 Blue Bird BBCV Vision LP Propane School Bus	\$ 91,678.00
REI Camera System	\$ 1,550.00
Luggage Compartment	\$ 855.00
Subtotal (Non-Reimbursable)	\$ 2,405.00
Subtotal (Reimbursable)	\$ 91,678.00
Total	\$ 94,083.00

Clarksville Montgomery County School System
Volkswagen Diesel Settlement
Environmental Mitigation Trust
School Bus Replacement Grant Program

Bill To:	From:	Date:
Tennessee Department of Environment and Conservation, c/o Alexa Voytek 312 Rosa L. Parks Ave. Nashville, TN 37243 615-532-0238 alexa.voytek@tn.gov	Clarksville Montgomery County School System Gene Fish 621 Gracey Ave. Clarksville, TN 37040 931-358-4219 gene.fish@cmcsc.net	June 30, 2021

School Bus #5 (VIN# [REDACTED])	
2022 Blue Bird BBCV Vision LP Propane School Bus	\$ 91,678.00
REI Camera System	\$ 1,550.00
Luggage Compartment	\$ 855.00
Subtotal (Non-Reimbursable)	\$ 2,405.00
Subtotal (Reimbursable)	\$ 91,678.00
Total	\$ 94,083.00

All Non-Reimbursable Costs	\$ 12,025.00
All Reimbursable Costs	\$ 458,390.00
All Total Costs	\$ 470,415.00
Amount Due	\$ 300,208.75

**WEAKLEY COUNTY SCHOOLS**

"Lighting The Way To A Brighter Future"

8319 Highway 22, Suite A, Dresden, Tennessee 38225
731-364-2186/2247

INVOICE – WEAKLEY COUNTY SCHOOLS

Invoice # 22-01	Invoice Date 03/18/2022
Grant Contract #	Invoice Period 03/18/2022 to 06/30/2022
Grantor: Department of Environment and Conservation, Office of Energy Programs	Grantee: Weakley County Board of Education
Grantor # 2022-1	Invoice Amount: \$142,698.00

BILL TO	FROM	DATE
Tennessee Department of Environment and Conservation 312 Rosa L. Parks Ave. Nashville, TN 37243 615-532-0238 Alexa.Voytek@tn.gov	Weakley County Board of Education c/o Betsi Foster 8319 Hwy. 22 Ste. A Dresden, TN 38225 731-364-2247 Betsi.Foster@wcsk12tn.net	March 18, 2022

SCHOOL BUS #1 ()	
2023 Blue Bird Vision Propane Bus	\$86,932.00
Propane	\$8,200.00
REI Camera System	\$1,800.00
AM/FM Radio	\$450.00
Subtotal (Non-Reimbursable)	\$2,250.00
Subtotal (Reimbursable)	\$95,132.00
Total	\$97,382.00
SCHOOL BUS #2 ()	
2021 Blue Bird Vision Propane Bus	\$86,932.00
Propane	\$8,200.00
REI Camera System	\$1,800.00
AM/FM Radio	\$450.00
Subtotal (Non-Reimbursable)	\$2,250.00
Subtotal (Reimbursable)	\$95,132.00
Total	\$97,382.00

SCHOOL BUS #3 ()	
2021 Blue Bird Vision Propane Bus	\$86,932.00
Propane	\$8,200.00
REI Camera System	\$1,800.00
AM/FM Radio	\$450.00
Subtotal (Non-Reimbursable)	\$2,250.00
Subtotal (Reimbursable)	\$95,132.00
Total	\$97,382.00
All Non-Reimbursable Costs	\$6,750.00
All Reimbursable Costs	\$285,396.00
All Costs	\$292,146.00
Amount Due	\$142,698.00

Grantee: Weakley County Board of Education
Edison ID: 0000000048

Remittance Address:
Weakley County Board of Education
8319 Hwy 22. Ste. A
Dresden, TN 38225

Grantee Contact:
Betsi Foster
Assistant Director of Schools, Weakley County Schools
731-364-2247 ext. 205
Betsi.Foster@wcsk12tn.net

Itemization of Reimbursement Requested for Invoice Period 03/18/2022 to 06/30/2022:

Capital Purchase (20)
Total Amount Requested for Line Item to Date: \$173,222.00

Total Amount Requested: \$142,698.00

Tennessee Department of Environment and Conservation
Office of Energy Programs
Williams R. Snodgrass Tower
312 Rosa L. Park Ave., 2nd Floor, Nashville, TN 37243

State of Tennessee
Volkswagen Diesel Settlement
Environmental Mitigation Trust
School Bus Replacement Grant Program
Application ID # 2018-4435

Invoice No: OCS6700002

Date: 4/5/2022

Bill To:
Tennessee Department of Environment
and Conservation, c/o Alexa Voytek
312 Rosa L. Parks Ave.
Nashville, TN 37243
615-532-0238
alexa.voytek@tn.gov

From:
Overton County Board of Education
Dr. Patty Dale
302 Zachary Street
Livingston, TN 38570
931-823-1287
pdale@oc-sd.com

School Bus #1	
2022 Blue Bird Diesel Vision BB CV 2610S	\$98,105.00
INV NO. F524380	Total Cost: \$98,105.00

School Bus #2	
2023 Blue Bird Diesel Vision BB CV 2610S	\$98,105.00
INV NO. F525675	Total Cost: \$98,105.00

All Non-Reimbursable Costs	\$123,596.00
All Reimbursable Costs	\$72,614.00
Total Costs	\$196,210.00

TOTAL AMOUNT DUE	\$72,614.00
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METRO
PUBLIC
SCHOOLS

Date: 1/28/22

Invoice # 1001

Bill To:

Tennessee Dept. of Environment and Conservation
Address: 312 Rosa L. Parks Ave. Nashville, TN. 37243
Contact: Alexa Voytek
615.532-0238

From:

Metropolitan Nashville Public Schools
336 Woodcrest Ave. Nashville, TN. 37210
Contact: Andrea Butler
andrea.butler@mnps.org
O-629.910.1032

These funds are to go into account:
80406220.507480.BUSES

School Bus # 22-06 VIN# [REDACTED]	
2022 IC Bus CE,PB,105 Conventional Engine	
78 Passenger (Type C) Unit Price	\$87,251.85
School Bus # 22-07 VIN# [REDACTED]	
2022 IC Bus CE,PB,105 Conventional Engine	
78 Passenger (Type C) Unit Price	\$87,251.85
School Bus # 22-08 VIN# [REDACTED]	
2022 IC Bus CE,PB,105 Conventional Engine	
78 Passenger (Type C) Unit Price	\$87,251.85
School Bus # 22-09 VIN# [REDACTED]	
2022 IC Bus CE,PB,105 Conventional Engine	
78 Passenger (Type C) Unit Price	\$87,251.85
School Bus # 22-10 VIN# [REDACTED]	
2022 IC Bus CE,PB,105 Conventional Engine	
78 Passenger (Type C) Unit Price	\$87,251.85
Total	\$436,259.25
Reimbursable Total Costs	\$327,194.43

SCHOOL BUS REPLACEMENT GRANTEE INVOICE

BILL TO:	FROM:	DATE:
Tennessee Department of Environment and Conservation c/o Alexa Voytek 312 Rosa L. Parks Ave. Nashville, TN 37243 615-532-0238 alexa.voytek@tn.gov	Grantee Name: Steven George Point of Contact: Hickman County Schools Trans. Mailing Address: 115 Murphree Avenue Centerville, TN 37033 Telephone Number: (931) 729-3391 Email Address: steven.george@hickmank12.org	April 19, 2022

- If a Grantee's project includes associated charging infrastructure for *All-Electric School Buses*, eligible reimbursement costs for the acquisition and installation of such shall be addressed in a separate invoice.
- Costs not integral to *School Bus* function (e.g., idle reduction technologies, diesel aftertreatment devices, etc.) cannot be considered eligible for reimbursement. Receipts provided as supporting documentation for the Grantee Invoice must detail any such costs in an itemized fashion. Such costs should be reflected in the "Subtotal (Non-Reimbursable)" row(s) below.
- The costs below are hypothetical estimates and do not reflect true costs of an actual *School Bus* replacement project.

SCHOOL BUS #1 (VIN #)	
2022 Blue Bird Vision Propane School Bus	\$95,362.00
Seatbelt (Non Re-imbursable expense)	(\$8,800.00)
Camera (Non Re-imbursable expense)	(\$2,650.00)
Radio (Non Re-imbursable expense)	(\$950.00)
Subtotal (Non-Reimbursable)	\$14,762.00
Subtotal (Reimbursable)	\$45,319.00
Total	\$95,362.00
SCHOOL BUS #2 (VIN#)	
2022 Blue Bird Vision Propane School Bus	\$95,362.00
Seatbelt (Non Re-imbursable expense)	(\$8,800.00)
Camera (Non Re-imbursable expense)	(\$2,650.00)
Radio (Non Re-imbursable expense)	(950.00)
Subtotal (Non-Reimbursable)	\$14,762.00
Subtotal (Reimbursable)	\$45,319.00
Total	\$95,362.00
All Non-Reimbursable Costs ¹	\$17,600.00
All Reimbursable Costs ²	\$90,638.00
All Total Costs ³	\$108,238.00

¹ Add all "Subtotal (Non-Reimbursable)" rows to calculate "All Non-Reimbursable Costs" sum.

² Add all "Subtotal (Reimbursable)" rows to calculate "All Reimbursable Costs" sum.

³ Add all "Total" rows to calculate "All Total Costs" sum.

SCHOOL BUS REPLACEMENT GRANTEE INVOICE

BILL TO:	FROM:	DATE:
Tennessee Department of Environment and Conservation c/o Alexa Voytek 312 Rosa L. Parks Ave. Nashville, TN 37243 615-532-0238 alexa.voytek@tn.gov	Grantee Name: Steven George Point of Contact: Hickman County Schools Trans. Mailing Address: 115 Murphree Avenue Centerville, TN 37033 Telephone Number: (931) 729-3391 Email Address: steven.george@hickmank12.org	April 19, 2022

- If a Grantee's project includes associated charging infrastructure for *All-Electric School Buses*, eligible reimbursement costs for the acquisition and installation of such shall be addressed in a separate invoice.
- Costs not integral to *School Bus* function (e.g., idle reduction technologies, diesel aftertreatment devices, etc.) cannot be considered eligible for reimbursement. Receipts provided as supporting documentation for the Grantee Invoice must detail any such costs in an itemized fashion. Such costs should be reflected in the "Subtotal (Non-Reimbursable)" row(s) below.
- The costs below are hypothetical estimates and do not reflect true costs of an actual *School Bus* replacement project.

SCHOOL BUS #3 (VIN #)	
2022 Blue Bird Vision Propane School Bus	\$95,362.00
Seatbelt (Non Re-imbursable expense)	(\$8,800.00)
Camera (Non Re-imbursable expense)	(\$2,650.00)
Radio (Non Re-imbursable expense)	(\$950.00)
Subtotal (Non-Reimbursable)	\$14,762.00
Subtotal (Reimbursable)	\$45,319.00
Total	\$95,362.00
SCHOOL BUS #4 (VIN#)	
2022 Blue Bird Vision Propane School Bus	\$95,362.00
Seatbelt (Non Re-imbursable expense)	(\$8,800.00)
Camera (Non Re-imbursable expense)	(\$2,650.00)
Radio (Non Re-imbursable expense)	(950.00)
Subtotal (Non-Reimbursable)	\$14,762.00
Subtotal (Reimbursable)	\$45,319.00
Total	\$95,362.00
All Non-Reimbursable Costs ¹	\$59,048.00
All Reimbursable Costs ²	\$181,276.00
All Total Costs ³	\$240,324.00
AMOUNT DUE⁴	

¹ Add all "Subtotal (Non-Reimbursable)" rows to calculate "All Non-Reimbursable Costs" sum.

² Add all "Subtotal (Reimbursable)" rows to calculate "All Reimbursable Costs" sum.

³ Add all "Total" rows to calculate "All Total Costs" sum.

⁴ Multiply "All Reimbursable Costs" by the eligible funding cap requested to calculate "Amount Due" total. The example above assumes an eligible funding cap of 50%. Please note that the "Amount Due" total must be at or below the Total Grant Contract amount detailed in the Grant Budget.

SCHOOL BUS REPLACEMENT GRANTEE INVOICE

BILL TO:	FROM:	DATE:
Tennessee Department of Environment and Conservation c/o Alexa Voytek 312 Rosa L. Parks Ave. Nashville, TN 37243 615-532-0238 alexa.voytek@tn.gov	Grantee Name: Steven George Point of Contact: Hickman County Schools Trans. Mailing Address: 115 Murphree Avenue Centerville, TN 37033 Telephone Number: (931) 729-3391 Email Address: steven.george@hickmank12.org	April 19, 2022

- If a Grantee's project includes associated charging infrastructure for *All-Electric School Buses*, eligible reimbursement costs for the acquisition and installation of such shall be addressed in a separate invoice.
- Costs not integral to *School Bus* function (e.g., idle reduction technologies, diesel aftertreatment devices, etc.) cannot be considered eligible for reimbursement. Receipts provided as supporting documentation for the Grantee Invoice must detail any such costs in an itemized fashion. Such costs should be reflected in the "Subtotal (Non-Reimbursable)" row(s) below.
- The costs below are hypothetical estimates and do not reflect true costs of an actual *School Bus* replacement project.

SCHOOL BUS #5 (VIN #)	
2022 Blue Bird Vision Propane School Bus	\$95,362.00
Seatbelt (Non Re-imbursable expense)	(\$8,800.00)
Camera (Non Re-imbursable expense)	(\$2,650.00)
Radio (Non Re-imbursable expense)	(\$950.00)
Subtotal (Non-Reimbursable)	\$14,762.00
Subtotal (Reimbursable)	\$45,319.00
Total	\$95,362.00
SCHOOL BUS #6 (VIN#)	
2022 Blue Bird Vision Propane School Bus	\$95,362.00
Seatbelt (Non Re-imbursable expense)	(\$8,800.00)
Camera (Non Re-imbursable expense)	(\$2,650.00)
Radio (Non Re-imbursable expense)	(950.00)
Subtotal (Non-Reimbursable)	\$14,762.00
Subtotal (Reimbursable)	\$45,319.00
Total	\$95,362.00
All Non-Reimbursable Costs ¹	\$88,572.00
All Reimbursable Costs ²	\$271,914.00
All Total Costs ³	\$646,572.00
AMOUNT DUE⁴	\$271,914.00

¹ Add all "Subtotal (Non-Reimbursable)" rows to calculate "All Non-Reimbursable Costs" sum.

² Add all "Subtotal (Reimbursable)" rows to calculate "All Reimbursable Costs" sum.

³ Add all "Total" rows to calculate "All Total Costs" sum.

⁴ Multiply "All Reimbursable Costs" by the eligible funding cap requested to calculate "Amount Due" total. The example above assumes an eligible funding cap of 50%. Please note that the "Amount Due" total must be at or below the Total Grant Contract amount detailed in the Grant Budget.

PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	9/15/2021	9/15/2021	2022	3	Payroll	Class 4 & 5 P#0387052	9/15/2021	30300	00539008	00539008	0.00	9/15/2021	0	0	2.250	
PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	9/15/2021	9/15/2021	2022	3	Payroll	Class 4 & 5 P#0387052	9/15/2021	30300	00539008	00539008	0.00	9/15/2021	0	0	2.250	
PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	9/30/2021	9/30/2021	2022	3	Payroll	Class 4 & 5 P#0388361	9/30/2021	2625	00539008	00539008	0.00	9/30/2021	0	0	0.240	
PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	9/30/2021	9/30/2021	2022	3	Payroll	Class 4 & 5 P#0388361	9/30/2021	2625	00539008	00539008	0.00	9/30/2021	0	0	1.090	
PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	10/15/2021	10/15/2021	2022	4	Payroll	Class 4 & 5 P#0387072	10/15/2021	19038	00539008	00539008	0.00	10/15/2021	0	0	8.810	
PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	10/15/2021	10/15/2021	2022	4	Payroll	Class 4 & 5 P#0387072	10/15/2021	19044	00539008	00539008	0.00	10/15/2021	0	0	1.660	
PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	10/31/2021	10/31/2021	2022	4	Payroll	Class 4 & 5 P#0391004	10/31/2021	13878	00539008	00539008	0.00	10/31/2021	0	0	7.750	
PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	11/15/2021	11/15/2021	2022	5	Payroll	Class 4 & 5 P#0392128	11/15/2021	24306	00539008	00539008	0.00	11/15/2021	0	0	6.360	
PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	11/15/2021	11/15/2021	2022	5	Payroll	Class 4 & 5 P#0392128	11/15/2021	24602	00539008	00539008	0.00	11/15/2021	0	0	3.460	
ACT	AF / Inven	32701	32752000X 70300000	703	In- State Mileage 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/26/2022	5/13/2022	2022	1	INSTRVC	TY0406741	5/13/2022	8	00000571	00565448	0.00	0	0	10.530		
PAY	Payroll	32701	32752000X 70200001	701	Rgr Hours Work 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/15/2022	4/15/2022	2022	10	Payroll	Class 4 & 5 P#0404866	4/15/2022	24817	00565448	00565448	1.00	4/15/2022	0	0	21.140	
PAY	Payroll	32701	32752000X 70200001	701	Rgr Hours Work 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/30/2022	4/30/2022	2022	10	Payroll	Class 4 & 5 P#0404831	4/30/2022	13497	00565448	00565448	3.50	4/30/2022	0	0	89.460	
PAY	Payroll	32701	32752000X 70200001	701	Rgr Hours Work 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	3/31/2022	3/31/2022	2022	9	Payroll	Class 4 & 5 P#0403521	3/31/2022	10882	00565448	00565448	0.00	3/31/2022	0	0	10.850	
PAY	Payroll	32701	32752000X 70200001	702	Retirement Hylr 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	3/31/2022	3/31/2022	2022	9	Payroll	Class 4 & 5 P#0403521	3/31/2022	10900	00565448	00565448	0.00	3/31/2022	0	0	10.850	
PAY	Payroll	32701	32752000X 70200001	702	Retirement Hylr 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/15/2022	4/15/2022	2022	10	Payroll	Class 4 & 5 P#0404866	4/15/2022	24766	00565448	00565448	0.00	4/15/2022	0	0	0.430	
PAY	Payroll	32701	32752000X 70200001	702	Retirement Hylr 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/30/2022	4/30/2022	2022	10	Payroll	Class 4 & 5 P#0404831	4/30/2022	13631	00565448	00565448	0.00	4/30/2022	0	0	1.660	
PAY	Payroll	32701	32752000X 70201000	702	FICA 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	3/31/2022	3/31/2022	2022	9	Payroll	Class 4 & 5 P#0403521	3/31/2022	10880	00565448	00565448	0.00	3/31/2022	0	0	0.670	
PAY	Payroll	32701	32752000X 70201000	702	FICA 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/15/2022	4/15/2022	2022	10	Payroll	Class 4 & 5 P#0404866	4/15/2022	24820	00565448	00565448	0.00	4/15/2022	0	0	1.300	
PAY	Payroll	32701	32752000X 70201000	702	FICA 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/30/2022	4/30/2022	2022	10	Payroll	Class 4 & 5 P#0404866	4/30/2022	24899	00565448	00565448	0.00	4/30/2022	0	0	1.550	
PAY	Payroll	32701	32752000X 70202001	702	Group Life Insur 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/15/2022	4/15/2022	2022	10	Payroll	Class 4 & 5 P#0404866	4/15/2022	24751	00565448	00565448	0.00	4/15/2022	0	0	0.050	
PAY	Payroll	32701	32752000X 70202001	702	Health Insurance 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/15/2022	4/15/2022	2022	10	Payroll	Class 4 & 5 P#0404866	4/15/2022	24750	00565448	00565448	0.00	4/15/2022	0	0	4.930	
PAY	Payroll	32701	32752000X 70204000	702	Medicare FCA 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	3/31/2022	3/31/2022	2022	9	Payroll	Class 4 & 5 P#0403521	3/31/2022	10890	00565448	00565448	0.00	3/31/2022	0	0	0.150	
PAY	Payroll	32701	32752000X 70204000	702	Medicare FCA 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/15/2022	4/15/2022	2022	10	Payroll	Class 4 & 5 P#0404866	4/15/2022	24874	00565448	00565448	0.00	4/15/2022	0	0	6.310	
PAY	Payroll	32701	32752000X 70204000	702	Medicare FCA 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/30/2022	4/30/2022	2022	10	Payroll	Class 4 & 5 P#0404831	4/30/2022	13631	00565448	00565448	0.00	4/30/2022	0	0	1.300	
PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	3/31/2022	3/31/2022	2022	9	Payroll	Class 4 & 5 P#0403521	3/31/2022	10895	00565448	00565448	0.00	3/31/2022	0	0	0.520	
PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/15/2022	4/15/2022	2022	10	Payroll	Class 4 & 5 P#0404866	4/15/2022	24751	00565448	00565448	0.00	4/15/2022	0	0	1.160	
PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/30/2022	4/30/2022	2022	10	Payroll	Class 4 & 5 P#0406131	4/30/2022	13507	00565448	00565448	0.00	4/30/2022	0	0	1.170	
PAY	Payroll	32701	32752000X 70206001	702	401s- Hybrid Pkg 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/30/2022	4/30/2022	2022	10	Payroll	Class 4 & 5 P#0406131	4/30/2022	13626	00565448	00565448	0.00	4/30/2022	0	0	4.470	
ACT	AF / Inven	32701	32752000X 71302000	713	Grants and Subsi 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/27/2022	4/27/2022	2022	0	0	VW Diesel Settlement Envelope	0	0	000021381	0000000205METROPOL004057558	1	1	2018-4276-1-VWschool	#####	0	#####
ACT	AF / Inven	32701	32752000X 71302000	713	Grants & Subsid 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/18/2022	5/13/2022	2022	0	0	VW Diesel Settlement Envelope	0	0	000021054	0000000422Hickman C00457724	1	1	2018-4273-2-VWschool	#####	0	#####
ACT	AF / Inven	32701	32752000X 71303000	713	Grants & Subsid 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	11/23/2021	12/15/2021	2021	0	0	VW Diesel Settlement Envelope	0	0	000021951	0000000422Henderson C00417742	1	1	2018-4264-1-VWschool	#####	0	#####
ACT	AF / Inven	32701	32752000X 71303000	713	Grants & Subsid 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	8/4/2021	8/24/2021	2021	0	0	VW Diesel Settlement Envelope	0	0	000021466	0000000413Bridges C00438017	1	1	2018-4267-4-VWschool	7/7/2021	0	#####
ACT	AF / Inven	32701	32752000X 71303000	713	Grants & Subsid 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	8/21/2021	9/24/2021	2021	0	0	VW Diesel Settlement Envelope	0	0	000021560	0000000262Lafferty S 100449458	1	1	2018-4475-4-VWschool	#####	0	#####
ACT	AF / Inven	32701	32752000X 71303000	713	Grants & Subsid 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	12/6/2021	12/15/2021	2021	0	0	VW Diesel Settlement Envelope	0	0	000021951	0000000262Lafferty S 100449458	1	1	2018-4315-2-VWschool	#####	0	#####
ACT	AF / Inven	32701	32752000X 71303000	713	Grants & Subsid 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	3/28/2022	4/28/2022	2022	0	0	VW Diesel Settlement Envelope	0	0	000021381	0000000004WEALEY C00457661	1	1	2018-4269-2-VWschool	#####	0	#####
ACT	AF / Inven	32701	32752000X 71303000	713	Grants & Subsid 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	4/13/2022	4/28/2022	2022	0	0	VW Diesel Settlement Envelope	0	0	000020581	000000000275Owens C004017723	1	1	2018-4435-2-VWschool	#####	0	#####
CGE	Cost Share	32701	32752000X 72503000	725	Telephone Billing 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	6/30/2022	6/30/2022	2022	991	DEF VW B Telephone C00421291	6/30/2022	8	0	0	0	0	0	0	0	112.790	
CGE	Cost Share	32701	32752000X 72523000	725	Rent or Lease Bll 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	6/30/2022	6/30/2022	2022	991	DEF VW B Rent or Le C00421291	6/30/2022	3	0	0	0	0	0	0	0	244.760	
SFA	Sponsor F8	32701	32752000X 89040000	890	Indirect cost cha 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	7/15/2022	7/15/2022	2022	8	To recognize indirect co 000918771	7/15/2022	3	0	0	0	0	0	0	0	1013.230	
SFA	Sponsor F8	32701	32752000X 89040000	890	Indirect cost cha 11000	152314	19040	32701	ENWWSCHOOLBUS	VM School NONDEPT	6/30/2022	6/30/2022	2022	991	To recognize indirect co 000412063	6/30/2022	3	0	0	0	0	0	0	0	737.020	
																					Total		#####			

EMA Time Charged - FY2022

EMA Project ID	Employee Charges to EMA	Employee Charges to EMA	Employee Charges to EMA	Employee Charges to EMA	Employee Charges to EMA	Employee Charges to EMA	Employee Charges to EMA	Total	Percentage of Total	Rent	TIBS
Employee ID	00359905	00412100	00448314	00499617	00539908	00565448	00511157				
ENNVCLAS47TRUCK	\$57.86	\$344.77	\$483.56	\$1,352.80	\$2,421.40			\$4,660.39	13%	\$ 140.51	\$ 64.75
ENNVCLAS8TRUCK	\$135.67	\$821.16	\$548.79	\$2,180.07	\$3,701.43	\$85.37		\$7,472.49	20%	\$ 225.39	\$ 103.82
ENNVWCHOOIBUS	\$173.92	\$778.30	\$813.58	\$1,369.76	\$4,833.53	\$149.15		\$8,118.24	22%	\$ 244.76	\$ 112.79
ENNVWZEVINFRA	\$2,523.75	\$160.89	\$4,107.65	\$3,703.11	\$3,226.05	\$247.53	\$1,023.61	\$14,992.59	40%	\$ 452.01	\$ 208.31
ENNVWTRANSITBUS	\$106.65	\$160.89	\$337.48	\$395.62	\$913.36			\$1,914.00	5%	\$ 57.71	\$ 26.59
Total Salary & Benefit Charges to EMA	\$2,997.85	\$2,266.01	\$6,291.06	\$9,001.36	\$15,095.77	\$482.05	\$1,023.61	\$37,157.71		\$1,120.27	\$516.27
Total Employee Salary and Benefits Earned for the Year	\$ 182,583.67	\$ 109,592.05	\$ 99,999.44	\$ 70,350.02	\$ 77,718.78	\$ 12,648.24	\$ 25,223.92				
Percentage of employee time on EMA	2%	2%	6%	13%	19%	4%	4%				
Total Employee Related Admin Exp - Rent	\$ 36.72	\$ 46.25	\$ 140.71	\$ 286.17	\$ 434.42	\$ 85.24	\$ 90.76	\$ 1,120.27			
Total Employee Related Admin Exp - TIBS	\$ 16.92	\$ 21.31	\$ 64.84	\$ 131.88	\$ 200.20	\$ 39.28	\$ 41.83	\$ 516.27			
Total Admin Expenditures to EMA	\$53.65	\$67.56	\$205.55	\$418.05	\$634.62	\$124.52	\$132.59	\$1,636.54			
Total Employee Expenditures to EMA	\$3,051.50	\$2,333.57	\$6,496.61	\$9,419.41	\$15,730.39	\$606.57	\$1,156.20	\$38,794.25			

Total rent & TIBS that should be reallocated to each category:

EMA Project ID	Rent	TIBS
Employee ID		
ENNVCLAS47TRUCK	140.51	64.75
ENNVCLAS8TRUCK	225.29	103.82
ENNVWCHOOIBUS	244.76	112.79
ENNVWZEVINFRA	452.01	208.31
ENNVWTRANSITBUS	57.71	26.59
	\$1,120.27	\$516.27



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

COGNIZANT AGENCY
NEGOTIATION AGREEMENT

Page 1 of 2

The State of Tennessee
Department of Environment
and Conservation
Nashville, Tennessee

Date: March 22, 2021

Filing Ref: March 12, 2020

The indirect cost rates contained herein are for use on grants and contracts with the Federal Government to which Office of Management and Budget Circular 2 CFR 200 applies, subject to the limitations contained in the Circular and in Section II, A below.

SECTION I: RATES

<u>Type</u>	<u>Effective Period</u>		<u>Rate</u>	<u>Base</u>
	<u>From</u>	<u>To</u>		
<u>Fixed:</u>				
Environment Bureau	7/1/2021	6/30/2022	22.84%	(a)
Conservation Bureau	7/1/2021	6/30/2022	16.14%	(a)

Basis for Application

a) Direct salaries and wages including applicable fringe benefits.

Treatment of Fringe Benefits: Fringe benefits applicable to direct salaries and wages are treated as direct costs.

SECTION II: GENERAL

A. LIMITATIONS: The rates in this Agreement are subject to any statutory and administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the department/agency or allocated to the department/agency by an approved cost allocation plan were included in the indirect cost pool as finally accepted; such costs are legal obligations of the department/agency and are allowable under governing cost principles; (2) The same costs that have been treated as indirect costs have not been claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the department/agency which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. CHANGES. The provisional rate contained in this agreement is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in the organizational structure or changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rate in this agreement, require the prior approval of the authorized representative of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowances.

C. THE FIXED RATE contained in this agreement is based on an estimate of the cost which will be incurred during the period for which the rate applies. When the actual costs for such a period have been determined, an adjustment will be made in the negotiation following such determination to compensate for the difference between the cost used to establish the fixed rate and that which would have been used were the actual costs known at the time.

D NOTIFICATION TO FEDERAL AGENCIES: Copies of this document may be provided to other Federal agencies as a means of notifying them of the agreement contained herein.

E. SPECIAL REMARKS: Please confirm your acceptance of the terms of the indirect cost rate agreement by signing and returning this letter to me, and retain a copy for your records.

ACCEPTANCE

The undersigned official warrants
that he/she has the proper authority
to execute this agreement on the
behalf of the State Agency:

By the Federal Agency:

Benny Romero

Benny Romero(Mar222021 16:21:07)

(Signature)

Benny Romero

(Name)

Department Controller

(Title)

TN Department of Environment and Conservation

(Agency)

03-22-2021

(Date)

JACQUELINE SMITH

Digitally signed by JACQUELINE
SMITH
Date: 2021.03.22 15:40:47 -04'00'

(Signature)

Jacqueline Smith, Rate Negotiator
National Policy, Training and
Compliance Division
U.S. Environmental Protection
Agency

Negotiated by: Jacqueline Smith
Telephone: (202) 564-5055