

APPENDIX D-4

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

**State of Connecticut
Forklifts and Port Cargo Handling Equipment
July 18, 2023**

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary _____

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

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

SUMMARY

Eligible Mitigation Action	<input type="checkbox"/> Appendix D-2 item (specify): _____
Action Type	<input type="checkbox"/> 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):	
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):	
Estimate of Anticipated NOx Reductions (5.2.3):	
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):	
Describe how the Beneficiary will make documentation publicly available (5.2.7.2).	
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).	
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).	

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

ATTACHMENTS
(CHECK BOX IF ATTACHED)

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

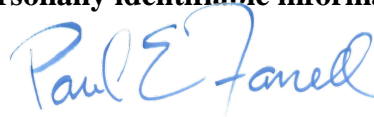
CERTIFICATIONS

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

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

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

DATED: _____



Paul E. Farrell
Director of Air Planning

[LEAD AGENCY]

for

[BENEFICIARY]

APPENDIX D-4 – Supplemental Information Beneficiary Eligible Mitigation Action Certification

Beneficiary: State of Connecticut

Lead Agency: Department of Energy and Environmental Protection

In support of funding request No. 16 – Forklifts and Port Cargo Handling Equipment (VW Round 3)

Appendix D-4 - Summary

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

The State of Connecticut (State), pursuant to the 2018 Mitigation Plan, filed with Wilmington Trust (WT) on April 26, 2018, outlined a protocol for the selection of non-road diesel equipment replacement projects, including replacement of forklifts and port cargo handling equipment to protect the state's air quality and the health of vulnerable populations. The primary goal of the State’s 2018 Mitigation Plan is to improve and protect ambient air quality by selecting and implementing eligible mitigation projects that will (1) achieve significant and sustained cost effective reductions in Nitrogen Oxide (NO_x) emissions, (2) support statewide energy, environmental and economic development goals, (3) expedite deployment and widespread adoption of zero emission and near-zero emission vehicles and engines, and (4) reduce impacts on environmental justice and other impacted communities.

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

Non-road equipment emitted 10,549 tons or 38% of all mobile source NO_x emissions in Connecticut during 2017. Replacing the inefficient and unregulated 50-year-old diesel port cargo handling equipment with the latest, low emitting equipment technologies will have a significant impact on reducing emissions from Connecticut’s non-road mobile sector, improving air quality and protecting public health. Waterfront Enterprises, dba Gateway Terminal, will replace one (1) 1973 engine model year (EMY) diesel-powered ship loading gantry crane with a 2022 EMY electric equivalent. The project will include installation of electric motor supply infrastructure. The crane will be located at the Port of New Haven, positioned on Gateway Terminal’s unloading dock which extends into Connecticut’s harbor. The gantry crane loads and unloads cargo from vessels or barges parked in berths on either side of the dock. The gantry crane supports the transport of bulk materials, such as scrap metal, sand and salt. The machine handles various cargos utilizing grapples, tines, and bucket attachments to help transfer cargo from ships and barges to drayage trucks or storage facilities. The new all-electric gantry crane replacement project provides an environmentally friendly alternative for the movement of raw materials and other bulk commodities into and out of Connecticut. The crane will be among the first of its kind on the East Coast.

This project is transformative by deploying an innovative all-electric powered gantry crane in the goods movement industry that is reliant upon diesel powered engines. The all-electric gantry crane will reduce engine idling and fuel consumption by 100 percent compared with the current diesel gantry crane. The new crane will improve the port’s efficiency and quality of life for surrounding communities by producing zero-emissions while enhancing the facility’s vessel throughput. While in berth, a vessel’s auxiliary engines are

idled to power the vessel's necessary functions which produces emissions that affect the port's surrounding communities. The all electric Sennebogen 895 gantry crane's improved reach, slewing speed and lifting capacity is projected to cut a vessel's berthing time in half. By decreasing a vessel's berthing time, local communities within the vicinity of the Port of New Haven will benefit from improved air quality and reduced exposure to diesel exhaust fumes.

The project will also decrease diesel particulates in the New York/New Jersey/Connecticut maintenance area for fine particulate matter. Due to higher respiration rates and continuing lung development in young people and sensitive receptors, particulate and nitrogen oxide pollution detrimentally affects lung function, development and growth, specifically within non-attainment areas across the state where excessive levels of ozone aggravate respiratory conditions.

Replacing the old gantry crane will result in a health benefit of \$220,000 annually and an annual diesel PM2.5 reduction of 0.134 tons for New Haven County. These health benefits include the reduction of premature morbidity, chronic bronchitis, asthma attacks, non-fatal heart attacks and other health problems.

Estimate of Anticipated NO_x Reductions (5.2.3):

The estimated emissions were calculated using the EPA's Diesel Emissions Quantifier (DEQ.) The anticipated NO_x emissions reductions from the port cargo handling equipment mitigation project is 2.338 tons per year (tpy) and lifetime NO_x emissions reduction from this project is 23.382 tons.

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

Complete information and documentation will be posted on DEEP's Volkswagen incentive program website at: <https://portal.ct.gov/DEEP/Air/Mobile-Sources/VW/VW-Settlement---Home>; promotional materials will also be posted and cross-linked on DEEP's DERA Grants page at: <https://portal.ct.gov/DEEP/Air/Mobile-Sources/DERA-Grants> and on its [Drive Clean CT](#) Facebook Page.

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

Connecticut's 2018 Mitigation Plan outlines that diesel mitigation funds will provide for non-government owned eligible airground support equipment, forklifts and port cargo handling equipment:

- Up to 60% 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; and
- Up to 60% of the cost of new all-electric equipment, including charging infrastructure associated with the new all-electric airport ground support equipment, forklifts or port cargo handling equipment.

Awarded 60% of the cost to replace the diesel-powered gantry crane, Waterfront Enterprises will contribute 40% of the project cost.

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

On February 22, 2018, within 30 days of the State being named a Beneficiary, the Connecticut Department of Energy and Environmental Protection (DEEP), the State's Lead Agency as designated in accordance with the requirements specified in Appendix D-3, contacted, by U.S. Post and electronic mail, the U.S. Departments of Agriculture and Interior, as specified in subparagraph 4.2.8, plus the Bureau of Indian Affairs, the Defense Department and Bureau of Prisons, all of which have lands in the state.

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

Located at the junction of Interstates 91 and 95, Gateway Terminals is positioned to serve the Greater New England Region by providing intermodal freight connections between ship, barge, truck and rail. Being a major transportation hub in Connecticut, the New Haven area and its surrounding communities receive a disproportionate share of the air pollution burden due to diesel vehicles and equipment operating in the port and along Interstates 95 and 91.

The reduction of NO_x from replacing the diesel-powered gantry crane with an all electric equivalent will improve air quality and protect human health across the state and especially in environmental justice and other underserved communities. The crane will be located at the Port of New Haven, and the surrounding residential neighborhoods, impacted by both the port and the highways, are part of an environmental justice (EJ) community.

The reduction in emissions of the ozone precursor, nitrogen oxides, will be a benefit in a state that is in nonattainment with the National Ambient Air Quality Standards for Ozone. The project will also decrease diesel particulates in a New York/New Jersey/Connecticut maintenance area for fine particulate matter and will have health benefits in neighborhoods along those transportation routes that have been disproportionately impacted by air pollution from diesel engines.

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

ATTACHMENT B

**PROJECT MANAGEMENT PLAN
PROJECT SCHEDULE AND MILESTONES
FORKLIFTS AND PORT CARGO HANDLING EQUIPMENT CATEGORY**

Project Management Plan– Project Schedule and Milestones

Milestone	Date
Connecticut submitted its beneficiary form to US District Court, CA Northern District and to the Trustee	October 2017
Connecticut certified as a Designated Beneficiary under the VW Trust	January 29, 2018
Connecticut submitted its final mitigation plan to Wilmington Trust (the Trustee).	April 26, 2018
Request for Round 3 Proposals Announced	August 20, 2021
DEEP Informational Webinar	September 2, 2021
Request for Round 3 Proposals Closing - Application Deadline	September 30, 2021
Round 3 Awards Selected and Notification sent to Awardees/Recipients	December 13, 2021
Recipients enter into Contracts, Purchase Orders	CY 2022, Q1 – Q4
Crane Delivered	CY 2023, Q4
Recipients submit proof of destruction and scrappage documentation	CY 2023, Q4
DEEP Receives all required invoices and documentation	Upon completion but no later than December 30, 2023*
DEEP reviews, requests corrections if necessary, certifies project completion, and provides reimbursement.	CY2023, Q1 – CY2023, Q4
DEEP reports to Trustee on status of and expenditures with Mitigation Actions completed and underway	Within 6 months of first disbursement; January 30 and July 30 thereafter

** In light of the current impacts of COVID 19, DEEP may grant extensions to this deadline requested as a result of disruptions in production or other related issues affecting awardees.*

Project Budget

Budget Category	Total Approved Project Budget	Share of Total Budget Funded by the Trust	Cost Share (Paid by Recipients)
Equipment Expenditure			
Waterfront Enterprises	\$5,259,144.00	\$3,155,486.00	\$2,103,658.00
Percentage of Total Project Cost for Recipient #1	100%	60%	40%
Project Totals	\$5,259,144.00	\$3,155,486.00	\$2,103,658.00
DEEP Administrative ¹	\$0	\$0	\$0
Project Totals with DEEP Administrative	\$5,259,144.00	\$3,155,486.00	\$2,103,658.00

¹Per Appendix D-2, CT is eligible for 15% towards administrative costs; however, CT does not plan on being reimbursed for the administrative costs associated with the project under this D-4.

PROJECTED TRUST ALLOCATIONS

	2018-2019 (Round 1)	2019 – 2020 (Round 2)	2021 – 2022 (Round 3)	2022 (DOT Round 1)	2022-2023 (FY 21 DERA Option)	VW 2022 – 2023 (Round 3)
1. Anticipated Annual Project Funding Request to be Paid through the Trust	\$6,147,443.68	\$7,031,231.62	\$1,285,203.82	\$4,901,169.00	\$373,494.10	\$9,464,611.40 ¹
2. Anticipated Annual Cost Share	\$12,297,653.09	\$11,563,464.25	\$2,193,056.16	\$10,172,211.00	\$569,572.78	\$5,500,879.38
3. Anticipated Total Project Funding by Year (line 1 + line 2)	\$18,445,096.77	\$18,594,695.87	\$3,478,259.98	\$15,073,380.00	\$943,066.88	\$14,965,490.78
4. Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$0	\$5,772,084.55 ²	\$3,023,287.72 ³	\$865,846.40 ⁵	\$1,656,368.23 ⁴	\$1,656,368.23 ⁵
5. Current Beneficiary Project Funding to be Paid through the Trust (line 1)	\$6,147,443.68	\$7,031,231.62	\$1,285,203.82	\$4,901,169.00	\$373,494.10	\$9,464,611.40
6. Total Funding Allocated to Beneficiary, inclusive of Current Action by Year (line 4 + line 5)	\$6,147,443.68	\$12,803,316.17	\$4,308,491.54	\$5,767,015.40	\$2,029,862.33	\$11,120,979.60
7. Beneficiary Share of Estimated Funds Remaining in the Trust	\$55,700,000.00	\$49,552,556.32	\$42,521,324.70	\$41,236,120.88	\$36,334,951.88	\$35,961,457.78
8. Net Beneficiary Funds Remaining in Trust, Net of Cumulative Beneficiary Funding Actions (line 7 - line 1) ⁶	\$49,552,556.32	\$42,521,324.70	\$41,236,120.88	\$36,334,951.88	\$35,961,457.78	\$26,496,846.38

¹ \$9,464,611.40 is the total funding for Round 4; it includes funding for the electric crane and Class 4-8 buses mitigation projects awarded.

² \$5,772,084.55 is the reimbursement amount paid by the Trust in 2020.

³ \$3,023,287.72 is the reimbursement amount paid by the Trust in 2021.

⁴ \$1,656,368.23 is the reimbursement amount paid by the Trustee between 8/17/22 and 2/2/23.

⁵ \$1,656,368.23 is the reimbursement amount paid by the Trustee between 8/17/22 and 2/2/23.

⁶ Net beneficiary funds were calculated by subtracting anticipated annual funding requests from beneficiary funds remaining. Including Trustee payments made to date in remaining funds calculation would result in double counting previously awarded funds.

ATTACHMENT B

ELIGIBLE MITIGATION ACTION MANAGEMENT PLAN

ATTACHMENT B-1

**ELIGIBLE MITIGATION ACTION MANAGEMENT PLAN FOR WATERFRONT
ENTERPRISES, dba GATEWAY TERMINAL**

Waterfront Enterprises, dba Gateway Terminal, Eligible Mitigation Action Management Plan

Purpose: The purpose of this project is to replace one EMY 1973 Linkbelt 2300TG diesel powered gantry crane with an EMY 2022 Sennebogen 895 or equivalent all-electric crane. The project will include installation of electric motor supply infrastructure. The crane will be located at the Port of New Haven, CT, which is in an environmental justice community. The reduction in emissions of the ozone precursor, nitrogen oxides, will be a benefit in a state that is in nonattainment with the National Ambient Air Quality Standards for Ozone. The project will also decrease diesel particulates in a New York/New Jersey/Connecticut maintenance area for fine particulate matter and will have health benefits in neighborhoods along those transportation routes that have been disproportionately impacted by air pollution from diesel engines.

Waterfront Enterprises, LLC, dba Gateway Terminal (Gateway), shall be responsible for all phases of the project including project management services and materials as needed to complete this project. Completion of the project shall include documentation of the scrapping of the replaced gantry crane.

Project Title: *The Gateway Terminal Clean Port Initiative*

Description: Following the approval of this Eligible Mitigation Action Management Plan (Plan), Gateway shall begin providing the services outlined in the plan, and continue to provide services through the completion of the project, which will be no later than December 30, 2023 unless extended by DEEP.

1. Funding:

The Connecticut Department of Energy and Environmental Protection (DEEP) is granting \$3,155,486.00 in 2021 Volkswagen NOx Mitigation Trust funding to Gateway, the grantee. Gateway has agreed to contribute an estimated additional \$2,103,658.00 to the above referenced project through a combination of cash and in kind services, bringing the estimated total value of the project to \$5,259,144.00. Payment is contingent upon documentation of the completion of the tasks outlined in this Plan.

2. Work Tasks

The Plan is summarized according to the following three tasks:

Task 1: Planning and Procurement

Task 2: Delivery and Scrapping

Task 3: Delivery and Installation of Electric Engine Charging Infrastructure

Task 4: Provide Updates and Information for Semi-Annual and Other Reports as Required

Task 1: Planning and Procurement:

Gateway shall conduct the project, provide oversight and track project progress. To ensure timely completion of the project, Gateway shall include, in this Plan, a work plan with a schedule of expected target dates, milestones, responsible parties and completion dates to achieve specific tasks and accomplishments during the budget and project period. The schedule must be approved and signed by Gateway and DEEP.

Gateway may use their own procurement processes to identify possible vendors for the purchase of the gantry crane. However, those procurement procedures must reflect all applicable Federal, State and local laws, rules and regulations. The requirements for accessing VW Trust funds require the submission of detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (Section 5.2 of the Environmental Mitigation Trust Agreement for State Beneficiaries (Mitigation Trust Agreement) between Connecticut, as a State Beneficiary, and Wilmington Trust (Item 3 below).

Task 1 Deliverables:

- Approved work plan with project timeline/schedule
- Estimates or proposals from potential vendors
- Summary of criteria used for selecting Vendor and name of Vendor selected (lowest bid is not required)
- Copy of Purchase Order issued for new gantry crane
- Documentation of down payments or other up-front payments made for the project

Task 2: Delivery and Installation of Electric Motor Supply Infrastructure:

After issuing a Purchase Order, Gateway shall take delivery of the electric motor supply equipment and have it installed at its New Haven location.

Gateway shall submit to DEEP an invoice for payment, along with confirmation that the installation of the electric motor supply infrastructure has been completed. Confirmation shall consist of photographs of the installed unit and a signed statement in the invoice or payment request letter. This may be combined with the invoice and deliverables for the gantry crane replacement.

Task 2 Deliverables:

- Invoices from the Vendor/Contractor for delivery and installation of the electric motor charging equipment, along with documentation of payment to Vendor/Contractor
- An invoice to DEEP, for reimbursement under the grant, that satisfies the requirements of Section D-4 of the Mitigation Trust Agreement. (See Item 3 below.)

Task 3: Delivery of New Gantry Crane and Scrappage of Replaced Gantry Crane, Completion of Project:

After selecting a Vendor and issuing a Purchase Order for the new gantry crane, Gateway will track the progress of the manufacturing and outfitting of the new gantry crane for its intended use. When that process is complete, Gateway shall take delivery of the vehicles.

Gateway shall render the replaced vehicles and their engines inoperable, in accordance with Mitigation Trust Agreement requirements for scrappage under the VW grant. This will include cutting the frames and drilling the engines to render the crane inoperable. Gateway shall provide documentation that the crane has been scrapped. Gateway shall submit to DEEP an invoice for payment, along with confirmation that the project has been completed.

Task 3 Deliverables:

- Invoice from the Vendor for delivered gantry crane and documentation of payment to Vendor
- Completed copy of Certificate of Engine/Chassis Destruction (See Appendix A)
- Required photographic scrappage documentation for replaced gantry crane:
 - VIN plate
 - Engine plate showing serial number
 - Side profile of crane before destruction
 - Cut chassis rails (or equivalent for crane)
 - Engine block before drilling
 - Engine block with 3-inch diameter hole
- Confirmation that the project is completed and that the gantry crane is operating satisfactorily for its intended use
- Summary of Idle-Reduction Plan with implementation schedule and any notices or postings to educate fleet drivers
- Completed copy of Final Request for Payment Form with attachments submitted to DEEP for reimbursement under the grant

Task 4: Provide Updates and Information for Quarterly and Other Reports as Required.

Gateway shall provide DEEP with status updates to be included in DEEP's semi-annual reports to Wilmington Trust. Semi-annual progress updates will be requested before the 1st of the month following the end of each half year (i.e., July 1, 2022, and January 1, 2023). Follow-up status reports may be requested after December of 2023. Gateway will also contribute material necessary for a final report upon completion of the project, which shall be no later than December 30, 2023 unless extended by DEEP. Items to be provided may include, but will not be limited to:

- Environmental results;
- Work plan accomplishments;
- Challenges encountered during planning and implementation;
- Emissions reductions;
- Budgetary issues, including funds expended;
- Public relations activities;
- Technical and identification information for vehicles and engines; and
- Jobs preserved or created.

Task 3 Deliverables:

- *Status Updates for Semi-annual Reports*
- *Any required material for Final Report*

3. VW Mitigation Trust Grant Conditions

Gateway commits to comply with the conditions listed in the Mitigation Trust Agreement between Connecticut, as a State Beneficiary, and Wilmington Trust, which is attached as Appendix B.

4. Submission of Materials:

For the purposes of this Plan, all correspondence, summaries, reports, products, requests and invoices shall be submitted to:

Patrice Kelly (Assigned Project Manager)
Department of Energy and Environmental Protection
Bureau of Air Management
79 Elm Street
Hartford, CT 06106-5127
E-Mail: patrice.kelly@ct.gov

5. Extensions/Amendments:

Formal written amendment of the agreement is required for changes to the terms and conditions specifically stated in the original agreement and any prior amendments.

Time extensions may be granted, under certain circumstances, upon request. **Otherwise, the Project must be completed by December 30, 2023.**

6. Schedule of Tasks & Payments:

Payments by Wilmington Trust shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project and shall be scheduled as follows, provided that the total sum of all grant payments shall not exceed 60% of your project costs up to \$3,155,486.00.

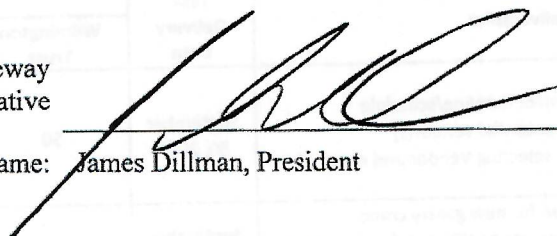
Schedule of Tasks & Payments

Task & Deliverables	Task Delivery Date	Estimated Budget		
		Wilmington Trust	GATEWAY Cost-Share	Project Total
1. Planning & Procurement: <ul style="list-style-type: none"> Approved work plan with project timeline/schedule Estimates or proposals from potential vendor(s) Summary of criteria used for selecting Vendor and name of Vendor selected 	September 30, 2022	\$0	\$0	\$0
<ul style="list-style-type: none"> Copy of Purchase Order issued for new gantry crane Documentation of down payments or other up-front payments made for the project 	September 30, 2022	\$0	\$0	\$0
Task 2: Delivery and Installation of Electric Motor Supply Infrastructure: <ul style="list-style-type: none"> Invoices from the Vendor/Contractor for delivery and installation of the electric motor charging equipment, along with documentation of payment to Vendor/Contractor 	April 2023		\$702,144.00	\$702,144.00
<ul style="list-style-type: none"> An invoice to DEEP, for reimbursement under the grant, that satisfies the requirements of Section D-4 of the Mitigation Trust Agreement. 	April 2023	\$421,286.40	-\$421,286.40	\$0
3. Delivery of New Gantry Crane, Scrappage of Replaced Gantry Crane, Completion of Project <ul style="list-style-type: none"> Invoice from the Vendor for delivered gantry crane and documentation of payment to Vendor 	December 2023	\$0	\$4,557,000.00	\$4,557,000.00
<ul style="list-style-type: none"> Completed copy of Certificate of Engine/Chassis Destruction Required photographic scrappage documentation for replaced gantry crane Confirmation that the project is completed and that the gantry crane is operating satisfactorily for their intended use Summary of Idle-Reduction Plan with implementation schedule and any notices or postings to educate fleet drivers Completed copy of Final Request for Payment Form with attachments submitted to DEEP 	December 30, 2023	\$2,734,200.00	-\$2,734,200.00	\$0
4. Provide Updates and Information for Semi-Annual and Other Reports <ul style="list-style-type: none"> Status Update for First Semi-Annual Report Status Update for Second Semi-Annual Report Status Update for Third Semi-Annual Report Status Update for Fourth Semi-Annual Report. Status Update for Fifth Semi-Annual Report. Status Update for Sixth Semi-Annual Report. Required material for Final Report (upon completion but no later than 12/30/23) 	07/01/22 01/01/23 07/01/23 01/01/24 07/01/24 01/01/25 12/30/23	\$0	\$0	\$0
Total:		\$3,155,486.40	\$2,103,657.60	\$5,259,144.00

Payment for each task referenced above cannot exceed the budgeted amount for each task. Total Payment shall not exceed a maximum of \$3,155,486.00, which shall constitute full and complete compensation from the Wilmington Trust for the replacement of one gantry crane. The total sum of all payments shall not exceed total funds committed by DEEP.

Payment is contingent upon completion of the tasks outlined in this Plan and providing documentation of compliance with the Mitigation Trust Agreement, between DEEP and Wilmington Trust, which is attached as Appendix B.

Signature, Gateway
Authorized Representative

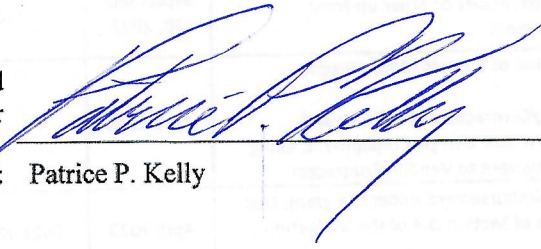


Typed Name: James Dillman, President

4/6/2022

Date

Signature, DEEP Assigned
Project Manager



Typed Name: Patrice P. Kelly

4/7/22

Date

ATTACHMENT C

**DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION
IMPLEMENTATION**

ATTACHMENT C

DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

The Connecticut Department of Energy and Environmental Protection (DEEP) will provide detailed reporting on the Diesel Emissions Mitigation Trust project in two ways:

1. Timely updates to DEEP's Volkswagen (VW) Settlement Information Webpage, and
2. Connecticut's semiannual reporting obligation to Wilmington Trust (the "Trustee")

DEEP maintains a webpage that has been designed to support public access to information relative to the VW Settlement and DEEP's administration of mitigation funds so as to implement the program in an open and transparent manner. DEEP's VW Settlement Information webpage and all supporting information and documentation can be found at: <https://portal.ct.gov/DEEP/Air/Mobile-Sources/VW/VW-Settlement---Admin-Archive>. Timely updates to the webpage as well as direct outreach via email to those who have requested notification will inform the general public on project solicitations, and project status including when the projects identified herein have been completed.

Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries details Connecticut's Reporting Obligations: "For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. Beneficiaries may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust's public-facing website upon receipt."

DEEP shall, in the semiannual report following the Trustee's initial disbursement of funds as directed by DEEP, describe the progress implementing this Eligible Mitigation Action that will include a summary of all costs expended on the Eligible Mitigation action through the reporting date. The report will also include a complete description of the status, development, implementation (including project schedule and milestone updates), and any modification to the projects under this Eligible Mitigation Action.

ATTACHMENT D

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

ATTACHMENT D

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

Waterfront Enterprises Electric Gantry Crane Replacement (Attachment D-1)

Equipment Type	Make	Model	Model year (MY)	Fuel	Gantry Crane Cost	Charging Supply Equipment and Installation Cost	Total Project Cost
Gantry crane	Sennebogen	895	2022	Electric	\$4,557,000.00	\$702,144.00	\$5,259,144.00
Total							\$5,259,144.00

See attached vendor cost estimates

ATTACHMENT D-1

VENDOR ESTIMATE FOR WATERFRONT ENTERPRISES

MACHINE QUOTATION

Model: SENNEBOGEN 895 "E"
Customer: Gateway Terminals, CT, USA
Date: Tuesday, September 28, 2021
Dealer: Tyler Equipment, USA

Gateway Terminals

(USA)

895 Crawler Gantry "E" K32

Green line Material Handling Machine



(Picture may show similar model, different series and/or optional equipment)

MACHINE QUOTATION

Model: SENNEBOGEN 895 "E"
 Customer: Gateway Terminals, CT, USA
 Date: Tuesday, September 28, 2021
 Dealer: Tyler Equipment, USA

Motor

- ▶ Electric
- ▶ 500 kW
- ▶ 480V
- ▶ 60Hz
- ▶ Design current approx.719A

Hydraulic System

- ▶ Computer free, state-of-the-art load-sensing with flow-on-demand control
- ▶ Hydraulic cooler hydraulically driven reversible
- ▶ Pipe breakage safety valves for lift and stick cylinders
- ▶ Hydro-Clean filtration system with water absorption and contamination indicator

Upper Carriage & Swing System

- ▶ Torsion free, precisely machined upper carriage frame
- ▶ High torque axial piston swing motor
- ▶ Large dimensioned, external teeth swing bearing with removable protection cover
- ▶ Automatic central lubrication system for upper carriage
- ▶ Manual pinion lubrication system for swing bearing
- ▶ Handrail on top of upper carriage
- ▶ Fire extinguisher set (1x cab, 1x storage compartment) - brackets installed, extinguisher shipped separate to dealer
- ▶ Light Package consisting of: 2x halogen in cab roof, 2x in frame

Operator's Cab "PortCab"

- ▶ Portcab Skylift 1100 with hydraulic elevation stepless
- ▶ Catwalk with handrail beside cab
- ▶ "Portcab with bullet proof windshield and skylight and large floor window, no tilt out for windshield
- ▶ Automatic climate control with AC, heater and defroster
- ▶ AM/FM radio with MP3/Bluetooth
- ▶ SENCON visual and acoustic diagnostic system for monitoring all essential machine functions
- ▶ Air suspended and adjustable operator's seat incl. armrests, seat heater, headrest, seat belt
- ▶ Camera system with display in cab (1x to front, 1x to right side)
- ▶ Operator's & Maintenance manual incl. hydraulic & electric schematics (1x print / 1x digital)
- ▶ Spare Parts catalogue (1x print / 1x digital)

Working Equipment

- ▶ K32 - reach 104' / purpose-built material handling working equipment
- ▶ Straight boom, with green hybrid system, end stop monitoring system and limit switches
- ▶ Straight stick, with end stop monitoring system and limit switches
- ▶ Boom & Stick cylinders equipped with safety check valves and end position dumping
- ▶ Attachment open/close and rotate hydraulic circuits and lines installed up to the end of the stick (ball valves)

Under Carriage

- ▶ Crawler portal undercarriage PR400/840 for electric machines, incl. hydraulic and electro rotor. Track type crawler
- ▶ TB10, track width 8,4m, travel clearance ca. 5.2m, 4 LED headlights on the portal: 2 pcs. front left and right, as well as 2 pcs. rear left and right
- ▶ Tubular pylon, length 1.5m
- ▶ ATTENTION: In combination with this tubular pylon the technical necessity of additional ballast, as well as access steps, catwalks and a handrail at the upper structure must be checked.
- ▶ Audible travel alarm while driving machine (forward & backward)
- ▶ Cable reel with cable for 100m travel, and end connection.

MACHINE QUOTATION

Model: SENNEBOGEN 895 "E"
Customer: Gateway Terminals, CT, USA
Date: Tuesday, September 28, 2021
Dealer: Tyler Equipment, USA

Transport & Installation

On request only!

Equipment Requirements for Installation (to be provided by customer):

- Lifting crane capable of handling at least the upper carriage
 - ✓ The size of crane is based on radius of the lift. This is to be decided between the crane company and/or the selling partner
 - ✓ A telescoping type crane is NOT recommended. Capacity decreases rapidly as the boom is extended. Two cranes cannot be used to lift upper carriage at the same time because of safety reasons
 - ✓ All rigging is to be the responsibility of the crane rental company. Various shackles will be needed for leveling purposes
- A smaller crane may be needed for balancing purposes (pending on assembly procedure)
- Boom truck to be available when pinning boom and stick cylinders
- Hydraulic torque wrench will be furnished by SENNEBOGEN if one is not available

On Site Requirements for Installation (customers responsibility)

- The customer is responsible for the layout and installation of the hook up to the electric junction box as well as the electrical network
- The customer is responsible to have all wiring available upon assembly of machine. The machine cannot be assembled completely until the unit is operational
- The customer is responsible for a level surface (+/- 0.25% degree)
- SENNEBOGEN will provide further technical information once the order is placed
- The customer is responsible for all design, static calculation, reinforcement of existing structure if required to hold upcoming forces (see technical specs), entrance to machine catwalks / platform to access operators cab, work and additional accessories required for the installation of the elastic bearing with machine on the existing structure

Labor for Installation:

- A SENNEBOGEN service representative will be on site throughout the assembly (supervision), testing, operator and maintenance training
- Two-three (2-3) service technicians are required to support the SENNEBOGEN service representative (customers/dealers responsibility)
- The approximately time for installation depends on accessibility of assembly area, availability of required tools and equipment, weather conditions, support crew, etc. – a detailed time schedule can be provided, the labor time estimates are considered assembly under perfect conditions with best access to the assembly site
- Delays caused by customer, dealer or other third parties involved for the installation are not SENNEBOGEN's responsibility; additional installation days are subject to additional charges for supervising of installation

MACHINE QUOTATION

Model: SENNEBOGEN 895 "E"
Customer: Gateway Terminals, CT, USA
Date: Tuesday, September 28, 2021
Dealer: Tyler Equipment, USA

Commercial Conditions

Scope of Supply

SENNEBOGEN LLC will supply the complete machine as described in the technical specification EXW USA East coast seaport (e.g. NY/NJ) including supervision of the assembly and training of the operation and maintenance personnel.

If required SENNEBOGEN LLC will organize the transport from the port to the site designated by the customer/dealer, at customer/dealer's cost and risk.

Excluded from scope of supply & pricing:

- unloading of machine / components from trucks at the final destination
- electrical & hydraulic hook-up and assembly
- equipment required for assembly like generator or cranes, etc.
- any additional items not included in technical specifications or scope of supply (e.g. additional attachment, options not listed, etc.)

Pricing (Customer Price)

1x(one) unit 895 K32 Electric Crawler Gantry "E" (according to scope of supply & technical specification) **US\$4,557,000.00**

Additional items Included in base price

- Engine refueling Pump
- Electrical uptime kit
- Operator / Mechanic familiarization (on site)
- Machine prep and Assembly (not including customer supplied crane for unloading and assembly)
- Pre-delivery inspection
- Extended warranty
 - Power train & Hydraulics 36 month 6,000 hours
 - Additional time / hour options available

Additional items not included in base pricing

- Steel surcharge 6% US \$ 273,000.00*

- Machine Commissioning Related Charges

- * Load out from port of arrival and all freight costs to the site
- * On-Site Assembly with Assistance from Sennebogen
- * Pre-Delivery Inspection (PDI) and Testing
- * On-Site Operator and Maintenance Training upon machine arrival

Price Delivered FOB Osceola, AR US \$ 245,055.00

* all pricing excludes taxes or fees

* Cranes, Crane Operators, and Rigging required for assembly are not included in this price (Detail of the Assembly Process Along With Recommended Crane Needs can be supplied upon Request)

Options:

Heavy lift function US\$ 50,000.00
Weight monitoring system US\$ 14,500.00



MACHINE QUOTATION

Model: SENNEBOGEN 895 "E"
Customer: Gateway Terminals, CT, USA
Date: Tuesday, September 28, 2021
Dealer: Tyler Equipment, USA

Delivery time

SENNEBOGEN LLC will supply the machine according to the scope of supply within 12-14 months provided that all technical questions are clarified prior to receipt of the written purchase order and receive of the down payment. This delivery time is subject to prior sale.

Payment terms

Twenty-five (25%) down payment with the purchase order and seventy-five (75%) with invoice of the machine (release for shipping) Note: all down payments are nonrefundable

Warranty:

SENNEBOGEN LLC warrants all machines for a period of twelve (12) months or 2,000 hours of operation whichever occurs first according to the latest edition of the SENNEBOGEN LLC warranty manual. Extended warranty is available on request.

Validity

The commercial conditions and technical specifications are valid for 30 days after date of quote

Further terms

The commercial conditions are according to the SENNEBOGEN LLC general terms and conditions of sale. All applicable federal, state and local taxes are not included. Prices and delivery are subject to prior sale.

SENNEBOGEN LLC - TERMS AND CONDITIONS OF SALE

THIS SALES TRANSACTION AND ALL DOCUMENTS PERTAINING TO IT, INCLUDING, BUT NOT LIMITED TO, ANY OFFER, QUOTATION, PROPOSAL, ORDER CONFIRMATION/ACCEPTANCE, OR INVOICE (THIS DOCUMENT) IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS AND CONDITIONS STATED BELOW. IF ANY OF THESE TERMS CONFLICT WITH SENNEBOGEN LLC ("SELLER") SALES DOCUMENTS, THE SPECIFIC TERMS STATED IN SELLER'S SALES DOCUMENTS SHALL PREVAIL OVER THESE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY PURCHASER ARE OBJECTED TO BY, AND WILL NOT BE BINDING UPON SELLER. THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS SALES TRANSACTION UNLESS EXPLICITLY OBJECTED TO IN WRITING BY PURCHASER, WHICH WRITING MUST BE RECEIVED BY SELLER WITHIN FIVE (5) DAYS AFTER THE DATE OF THIS DOCUMENT. THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THE SALE OF ANY SPARE PARTS SELLER SELLS TO PURCHASER WHICH ARE USED ON SELLER'S MACHINERY OR EQUIPMENT.

ACCEPTANCE: Orders received by SELLER for the machinery, equipment or spare parts set forth in this Sales Document ("Products") are subject to final acceptance or confirmation in writing by SELLER and no orders are binding upon SELLER until so accepted.

DELIVERIES: Unless otherwise specified on SELLER'S Sales Document all deliveries are FOT USA East Coast Port for machines and attachments and FOT Charlotte, NC for spare parts. Partial deliveries of PRODUCTS are permissible. All deliveries are SELLER'S estimate only. All risk of loss to PRODUCTS shall pass to PURCHASER by SELLER upon delivery of the PRODUCTS to the carrier. Delivery is conditional on the timely receipt by SELLER of all documents necessary for the completion of the order, any down payment, and PURCHASER maintaining credit satisfactory to SELLER. SELLER will not be liable for any damages suffered by PURCHASER by reason of any delay in SELLER'S performance or delivery of the PRODUCTS caused by PURCHASER failing to timely provide such documents or maintain satisfactory credit. If SELLER deems PURCHASER'S credit unsatisfactory for any reason, SELLER may require the payment to SELLER of the purchase price of PRODUCTS, in full or in part, or the payment to SELLER of any outstanding amounts owed to SELLER. PURCHASER'S sole remedy for delay in delivery is not SELLER a reasonable period of grace after a delay in delivery, and if SELLER does not deliver within the grace period, to rescind the contract. If PURCHASER gives such notice and SELLER does not deliver the PRODUCTS within the grace period, then SELLER may rescind the contract.

PRICES: Prices are quoted FOT USA East Coast Port for machines and attachments and FOT Charlotte, NC for spare parts. Prices stated in catalogs or price lists or in quotes older than thirty (30) days are subject to change by SELLER without notice to PURCHASER. Only those prices set forth in SELLER'S Sales Documents will apply to the order. Unless otherwise specified on SELLER'S Sales Documents, prices do not include any packing or handling charges, insurance, use or similar tax, or any duty levied by any government; and PURCHASER shall pay any such applicable charges, taxes, and duties. Upon the request of SELLER, PURCHASER shall provide SELLER with a tax exemption certificate acceptable to the appropriate taxing authorities.

TERMS OF PAYMENT: Unless otherwise specified on SELLER'S Sales documents, payment terms are net thirty (30) day from the date of delivery. Any required down payment is non-refundable, but shall be applied to the purchase price. Extension of credit may be changed or withdrawn by SELLER at any time. Invoices not paid within thirty (30) days after their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance at the rate of one and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever rate is less. PURCHASER shall reimburse SELLER for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by PURCHASER to SELLER, and such collection costs shall also be subject to carrying charges. PURCHASER may not retain or set-off any amounts owed to SELLER in satisfaction of any claim asserted by PURCHASER against SELLER.

CLAIMS AND RETURN OF PRODUCTS: In certain sales of machinery and equipment, SELLER will provide PURCHASER its then current Delivery Acceptance Document. PURCHASER shall execute, no later than ten (10) days after receipt of the machinery or equipment, a Delivery Acceptance Document which shall constitute PURCHASER'S irrevocable acceptance of the machinery and equipment as delivered. Except when a Delivery Acceptance Document has been executed by PURCHASER, SELLER'S printed materials such as the processing instructions do not constitute warranties. SELLER will repair or, in its sole discretion, replace any PRODUCT which is a machine or equipment found by SELLER to be defective in defect is reported to SELLER within (10) days after the earlier of (i) one year after the delivery date or (ii) 2000 hours of operation of the machinery or equipment. The Limited Warranty ends at that time. Dealers, distributors, sales representatives are not authorized to offer different or additional warranties or remedies, and descriptions, representations and other information or claims made by dealers, distributors or sales representatives are not binding on SELLER. This limited warranty does not cover damage or deterioration caused by normal wear and tear, use under circumstances exceeding specifications or limitations, abuse, unauthorized repair or alteration, lack of proper maintenance or damage caused by natural calamities.

CANCELLATION/CHANGES: PURCHASER may not cancel or change an order once placed with and accepted by SELLER except with the prior written consent of SELLER and upon terms that will indemnify SELLER against any loss. SELLER may correct mathematical or clerical errors. SELLER may make any technical changes to PRODUCTS as SELLER may deem necessary.

EXCUSABLE DELAYS: SELLER shall not be liable for delays or failure to perform due, directly or indirectly, to causes beyond SELLER'S control, including the inability of SELLER'S suppliers to deliver needed goods, services, or raw materials, acts of governmental authority, wars, strikes or other labor disputes, fires, and natural calamities.

SELECTION AND APPLICATION: PURCHASER is solely responsible for proper selection and application of PRODUCTS. PURCHASER agrees that it will use and apply PRODUCTS only for their intended uses and according to specifications and limitations established by SELLER from time to time. PURCHASER shall indemnify and hold SELLER harmless from and against any and all damages, claims, or expenses (including reasonable attorneys' fees) arising out of or relating to abuse of PRODUCTS or application of PRODUCTS other than according to specifications and limitations established by SELLER from time to time.

LIMITED WARRANTY: MACHINERY AND EQUIPMENT: SELLER warrants that all PRODUCTS which are machinery and equipment shall be delivered in substantial conformance to the specifications published by it applicable to the particular PRODUCT sold. References to quality or performance in SELLER'S printed materials such as the processing instructions do not constitute warranties. SELLER will repair or, in its sole discretion, replace any PRODUCT which is a machine or equipment found by SELLER to be defective in defect is reported to SELLER within (10) days after the earlier of (i) one year after the delivery date or (ii) 2000 hours of operation of the machinery or equipment. The Limited Warranty ends at that time. Dealers, distributors, sales representatives are not authorized to offer different or additional warranties or remedies, and descriptions, representations and other information or claims made by dealers, distributors or sales representatives are not binding on SELLER. This limited warranty does not cover damage or deterioration caused by normal wear and tear, use under circumstances exceeding specifications or limitations, abuse, unauthorized repair or alteration, lack of proper maintenance or damage caused by natural calamities.

SPARE PARTS: PRODUCTS which are parts furnished to replace defective parts on machinery or equipment still under SELLER'S warranty shall be warranted to the same extent as the original machinery or equipment, but only for a period equal to the balance of the original period or three (3) months, whichever is longer. SELLER will repair or, in its sole discretion, replace any spare parts made and sold by it which it finds to be defective if such defect is reported to SELLER within (10) days after delivery to PURCHASER.



MACHINE QUOTATION

Model: SENNEBOGEN 895 "E"
Customer: Gateway Terminals, CT, USA
Date: Tuesday, September 28, 2021
Dealer: Tyler Equipment, USA

is not made by SELLER or a related party of SELLER, are sold AS IS, WITH ALL FAULTS, and in such cases SELLER shall, to the extent possible, assign to PURCHASER the original manufacturer's warranty. THIS LIMITED WARRANTY IS PURCHASER'S EXCLUSIVE REMEDY. It shall not be deemed to have failed of its essential purpose so long as SELLER is willing and able to repair or replace defective PRODUCTS. This limited warranty shall terminate automatically if PURCHASER fails to make payments for the PRODUCTS covered herein. NO OTHER EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR OTHERWISE, SHALL APPLY TO PRODUCTS.

INSTALLATION, OPERATION SAFETY DEVICES.

Unless this Sales Document expressly provides for SELLER to provide assistance to PURCHASER in connection with PURCHASER'S installation and setup of the PRODUCTS, PURCHASER shall install and setup all PRODUCTS without SELLER'S assistance. In so doing, PURCHASER shall follow any instructions, recommendations, specifications and limitations given by SELLER with respect to installation and setup. PURCHASER shall follow any instructions, recommendations, specifications and limitations of SELLER with respect to the operation, maintenance, repair and servicing of PRODUCTS. PURCHASER shall not remove, modify, interfere or deactivate any safety device including but not limited to interlocks and cut-off switches. PURCHASER assumes all risk of injury to persons and property arising out of or related to its failure to follow instructions, recommendations, specifications and limitations of SELLER, the removal, modification or deactivation of safety devices on the PRODUCTS and all resulting problems with the operation of the PRODUCTS.

SERVICES.

Unless this Sales Document expressly provides for SELLER to provide assistance to PURCHASER in connection with PURCHASER'S installation and set up of PRODUCTS or for other services related to PRODUCTS, SELLER'S non-representative rates and charges, including reimbursement for the travel, room, board and reasonable miscellaneous expenses of its service technicians shall apply. SELLER agrees to use the due diligence of a prudent businessperson forming such assistance and will re-perform at its expense any services reported to it within thirty (30) days after performance and found by SELLER to have been defective. Except as expressly provided herein, there are no warranties on SELLER'S services.

LIMITATION AND EXCLUSION OF DAMAGES.

NO EVENT SHALL SELLER'S LIABILITY TO PURCHASER EVER EXCEED THE PURCHASE PRICE OF A PRODUCT. SELLER SHALL NOT BE LIABLE TO PURCHASER FOR INJURIES, LOSSES, OR DAMAGES RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PURCHASER. SELLER SHALL NOT BE LIABLE TO PURCHASER, IN ANY EVENT, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, WHETHER ARISING FROM THE SALE OF PRODUCTS, THE INSTALLATION AND/OR SETUP OF ANY PRODUCTS, ANY DEFECT IN PRODUCTS OR SERVICES, A DEFECT OR INABILITY TO USE PRODUCTS, OR OTHERWISE.

PROPRIETARY INFORMATION.

SELLER retains ownership of all intellectual property rights, including, without limitation, patents, trademarks, trade names, trade secrets, and copyrights applicable to the PRODUCTS, and to all models, documents, and electronic files prepared or delivered by SELLER in connection with the sale of the PRODUCTS ("Proprietary Information"). PURCHASER shall not copy for any purpose or disclose to any other person any Proprietary Information without SELLER'S written consent.

INDEMNITY.

PURCHASER shall hold SELLER harmless against any claim, liability and damage and at PURCHASER'S expense defend any suit or proceeding, brought against SELLER based on, arising out of or relating to an allegation that signs, drawings, specifications provided by PURCHASER to SELLER or any PRODUCTS resulting there from, or any part thereof, or the application or use of PRODUCTS resulting there from, constitute an infringement of any patent, copyright or misappropriation or misuse of any trade secret.

PURCHASER shall hold SELLER harmless against any claim, liability and damage and at PURCHASER'S expense defend any suit or proceeding, brought against SELLER based on any personal injury or property damage arising from PURCHASER'S failure to follow any of SELLER'S instructions, recommendations, specifications or limitations with respect to installation, set up, operation, repair, maintenance and servicing of PRODUCTS or from PURCHASER'S removal, modification, interference or deactivation of any safety device. PURCHASER'S warranty obligations for products or goods sold by PURCHASER are the exclusive obligation of PURCHASER.

SECURITY AGREEMENT.

PURCHASER hereby grants to SELLER a continuing purchase money security interest in PRODUCTS and to the proceeds thereof to secure the purchase price and any other amounts owed under this Sales Document. PURCHASER shall execute and deliver any financing statements and other documents that SELLER may reasonably require for the perfection of the security interest hereby granted to SELLER by PURCHASER, and PURCHASER hereby authorizes SELLER to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of such security interest. PURCHASER shall maintain adequate insurance against casualty, loss, fire, or theft of PRODUCTS for so long as the security interest is in effect.

ASSIGNMENT.

PURCHASER may not assign its rights or obligations hereunder without the prior written consent of SELLER and any purported assignment by PURCHASER without the consent of SELLER shall be of no effect.

LIMITATIONS.

No action by PURCHASER under this Sales Document or relating to PRODUCTS must be commenced within one (1) year after such cause of action has accrued.

CHOICE OF LAW, FORUM, VENUE, AND CONSENT TO JURISDICTION.

Any dispute or claim relating to PRODUCTS shall in all respects be governed by and construed according to the laws of the State of North Carolina, excluding its conflict of law principles. Except with respect to an action instituted by PURCHASER for equitable relief or an action by SELLER to join or implead PURCHASER, PURCHASER and SELLER agree that the General Courts of Justice of the State of North Carolina, and the United States District Courts situated in Charlotte, North Carolina, shall constitute the exclusive forum(s) for the adjudication of any and all disputes or controversies arising out of or relating to this Sales Document or to PRODUCTS. PURCHASER consents to the exercise of jurisdiction over it by such courts with respect to any dispute or controversy.

CONSTRUCTION OF AGREEMENT.

These terms and conditions of sale may not be amended, modified, or supplemented except by written agreement executed by PURCHASER and SELLER. The provisions of this Sales Document are intended to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. These terms and conditions of sale, together with the other Sales Documents, constitute the entire agreement between PURCHASER and SELLER with regard to the sale or transfer of PRODUCTS, and supersede all prior oral or written statements of any kind made by the part

PROPOSAL
DJM CONSTRUCTION, INC.
SITE CONTRACTOR

318 New Haven Ave, Milford, CT 06460
(203) 874-2482 FAX: (203) 877-4073

Proposal Submitted To: GATEWAY TERMINAL / JAMES BRAKETT	Phone	Date: 09/30/2021
Street 400 WATERFRONT STREET	Job Name GATEWAY TERMINAL / ELECTRIC SERVICE	
City, State, Zip Code NEW HAVEN CT 06512	Job Location 400 WATERFRONT STREET NEW HAVEN CT	
Architect	Date of Plans	Job Phone

We hereby submit specifications and estimates for:

Mobilization	1 EA
Saw cut asphalt pavement up to 5" thick	1100 LF
Remove pavement	2200 SF
Dispose of pavement off site	70 TNS
Excavate for conduits	550 LF
Stockpile excavated material on site	265 CY
Concrete in case conduits	122 CY
Supply and install pre-cast splice box	1 EA
Supply and install pre-cast trans. pad	1 EA
Supply and install 8" bollards	7 EA
De-water trench with 1 - 2" pump	1 EA
Frac tank	1 EA
Backfill trench with flowable fill	165 CY
Prep and pave patch 3" binder and 2" top course	2200 SF
Traffic control	L.S

****EXCLUSIONS:**

Unsuitable soil excavation and replacement
Soil testing
Testing of water or disposal of water from frac tank
Well points
Conduit work-supply or install
Raised platform for trans. pad
Sales tax on labor
Relocation of existing utilities

****NOTE:**

Proposal based on standard work hours: 7-3:30 Monday - Friday
Proposal based on excavated material left on site unless soil is tested and is free of contaminates

PROPOSAL
DJM CONSTRUCTION, INC.
SITE CONTRACTOR

318 New Haven Ave, Milford, CT 06460
(203) 874-2482 FAX: (203) 877-4073

<small>Proposal Submitted To:</small> GATEWAY TERMINAL? JAMES BRAKETT	<small>Phone</small>	<small>Date</small> 09/30/2021
<small>Street:</small> 400 WATERFRONT STREET	<small>Job Name</small> GATEWAY TERMINAL ELECTRIC SERVICE	
<small>City, State, Zip Code</small> NEW HAVEN CT 06512	<small>Job Location</small> 400 WATERFRONT STREET NEW HAVEN CT 06516	
<small>Architect</small>	<small>Date of Plans</small>	<small>Job Phone</small>

Terms And Conditions:

Payment(s) shall be made in full on the dates specified in this agreement. Customer agrees to pay delinquent interest in the amount of 1 1/2% per month with regard to any and all sums not paid when due. Customer further agrees that in the event of Customer's default in payment or default upon any other obligation imposed under this agreement, Customer shall pay all costs of collection and/or costs of enforcement of this Agreement, including court fees, sheriff's fees, and reasonable attorney's fees.

Contractor shall in no manner be held liable or accountable for any delay(s) in performance caused by events beyond Contractor's control, including, but not limited to, labor strikes, material shortages, forces majeure, inclement weather, and obstructions or barriers to job site access. In all such cases, Contractor's time for performance shall be extended by the period(s) of time for which Contractor suffered delays(s) due to the aforesaid events(s).

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

One hundred, five hundred... forty four thousand _____ Dollars (\$ 144,500.00).

Payment to be made as follows:

Estimated Starting Date: _____ Authorized Signature _____

Estimated Completion Date: _____ Note: This Proposal May Be Withdrawn By Us If Not Accepted Within _____ days

Acceptance of Proposal by Customer. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____ Signature _____



The United Illuminating Company
Distribution Engineering
100 Marsh Hill Rd.
Orange, CT. 06477

9/28/21

James Brackett
Gateway Terminal
400 Waterfront Street
New Haven, CT 06512

Re: Gateway Terminal Crane, 400 Waterfront St, NH

Dear James Brackett:

A review of your request for a new 2500 amp, three phase, 4 wire, 277/480 volt service for your electric crane has been conducted. Engineering recommendations for the above referenced project are as follows:

UI TO PROVIDE AND INSTALL:

1. Riser pole and all associated pole line hardware for the new primary underground service. The new pole will be located approximately 25 feet west of existing pole # 13402 located in the front parking area.
2. Approximately 550 linear feet of 15KV 3-1/C #2 A1 concentric neutral primary cable from riser pole #TBD to the new pad mounted transformer Loc. #TBD.
3. A total of 3 cable terminations at the riser pole, riser sealing bushing, 3 cable splices, and a total of 3 load break elbows in the pad mounted transformer.
4. A 1500 KVA pad mounted transformer with a 277/480 secondary service voltage.
5. Standard secondary connectors at the UI owned transformer. UI will connect the service entrance conductors to the transformer.
6. Metering potential and current transformers, meter test switch, and meter.

CUSTOMER TO PROVIDE AND INSTALL:

1. All site preparation, excavation, and backfill regarding the installation of the underground and pad mounted facilities including all primary and service conduits, concrete foundation, etc.
2. All primary conduits. 4" Galvanized Steel (GS) or 4" Schedule 40 PVC per the following schedule:
 - a. GS conduit on riser pole and in city R.O.W.
 - b. 4-90 deg. 36" large radius GS sweeps (2 at the riser and 2 at the transformer foundation).
 - c. GS or concrete encased PVC under roadway and/or paved parking areas.
 - d. Schedule 40 PVC under sidewalk and/or grass areas (on private property).
 - e. Clean all conduits of debris and provide pull rope in each conduit.

3. One (1) transformer foundation per UI specifications (UI STANDARD #23005 or #23006) including all site preparation, materials, and ground grid. The location and construction of the foundation is subject to UI approval and inspection.
 - a. The work area around the foundation is to be reasonably level in a minimum area of 5 feet to the sides and rear and 12 feet in front and cannot contain any obstructions (including trees, shrubs, etc.) within this area.
 - b. The transformer foundation cannot be placed within 15 feet of glass windows, 10 feet of wood frame structures, or within 12 feet of fuel tanks (including fill and vent openings). No other utilities may run under the transformer foundation within the perimeter of the ground grid. Any variations from these requirements must be approved by UI prior to the start of construction.
 - c. Should an emergency generator be installed near the transformer, a minimum of 10 feet separation must be maintained from the transformer foundation and the generator foundation. The generator must exhaust up and away from the transformer.
4. A splice chamber near the midpoint of the conduit run, that is built for HS-25 loading. The minimum size of the chamber shall be 4'x4' (UI SPC-M07).
5. Protective bollards are required for transformer locations that are within 5ft. of parking areas. Quantity, size, and placement of bollards to be determined by UI (UI STANDARD #20503).
6. All service entrance equipment including the appropriate size and type of conduit and service entrance conductors (per the NEC and the local authority having jurisdiction). NOTE: Cold sequence (switch - fuse - meter) is required for the 2500 amp service.
7. Metering enclosures and conduit per UI specifications. The meters are to be located outdoors in an accessible location. The transformer rated metering enclosure (CT cabinet) must be within 75 feet of the main switch for services 800 amp and below and within 150 feet of the main switch for services larger than 800 amp.

UI WILL OWN, OPERATE, AND MAINTAIN THE FOLLOWING:

1. A total of 550 linear feet of 15KV 3-1/C #2 Al concentric neutral primary cable from riser pole #TBD to the pad mounted transformer Loc #TBD.
2. The 1500 KVA pad mounted transformer with a 277/480 secondary service voltage.

CUSTOMER WILL OWN, OPERATE, AND MAINTAIN THE FOLLOWING:

1. All underground conduits, pad mounted transformer foundation, ground grid, and protective bollards.
2. All service entrance equipment including service entrance conductors and metering enclosure.

ESTIMATE:

Reference Construction Agreement # 1905, separate attachment...

TOTAL \$4644

The above estimate is for labor and material to install the new facilities. It is based on our standard rates and is a lump sum fixed fee (or a contract price). Construction Agreement #1905 serves as your invoice. The \$4,644 is to be paid in full upon signing the contract and prior to energizing the new service.

A separate quote will be created prior to construction with instructions on how to pay.

Please indicate your agreement with the above ownership & responsibility by signing and returning this letter to UI.

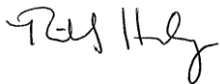
_____	_____	_____	_____
WITNESS	DATE	DEVELOPER/OWNER SIGNATURE	DATE
_____	_____	_____	_____
NAME TYPED OR PRINTED		NAME TYPED OR PRINTED	

		COMPANY	

		TITLE	

All correspondence and questions regarding the construction of this project should be directed to my attention. Business matters, such as electric rates and account information, conservation programs, etc. should be directed to our Client Relations Center at 1-800-722-5584.

Sincerely,



Richard Hackley
Lead Distribution Engineer
203-499-3289

**EXPLANATORY NOTES
COMMERCIAL CONSTRUCTION**

- A) Contractor supplies and installs first 10' of riser pole conduit and first stand-off bracket at 8'. UI will install the remaining riser pole conduit, standoff brackets, and U-bolts provided by the contractor.
- B) UI recommends galvanized rigid steel conduit from the riser pole to the transformer. If non-metallic conduit is used, it must be Schedule 40 and suitable for electric supply. Only galvanized rigid steel conduit is allowed on the pole, the sweep at the base of the pole, and the sweep entering the transformer foundation.
- C) The riser pole must be set and marked by UI with the proper riser location before the customer installs any conduits within 20 feet of the proposed pole location. Refer to UI STD #18003.
- D) The pad mounted transformer locations must be installed according to UI STD #20501 and approved by UI prior to the start of any construction. Inspection of the conduit placement, ground grid, and site preparation by UI is required prior to pouring concrete or setting the pre-cast foundation. A minimum of two (2) working days' notice is required to arrange for the UI inspection. Any deviation from the standard must be approved in writing by UI.
- E) If required, bollards (i.e. protective barriers) shall be installed according to UI STD #20503. The exact number and location will be specified by UI. Installation of the bollards is the responsibility of the customer and UI reserves the right to hold the delivery of the transformer or delay energizing the service, until the bollards are installed.
- F) No wires are to be pulled in until the transformer is installed.
- G) Frontier may also have billable costs for this project. It is the customer's responsibility to obtain any charges directly from Frontier.
- H) Any proposed deviation from this plan, by the customer and/or the contractor must be reported to UI immediately. Failure to do so may result in scheduling delays and/or increases in the billable charges. Changes in the length of the conduit from the riser pole to the transformer location may void this contract and result in additional billable charges to the customer.



5152

PROPOSAL
CONSOLIDATED ELECTRIC, INC.

Mailing Address
100 Wheeler St., Unit F
New Haven, CT 06512

Shipping Address
100 Wheeler St., Unit F
New Haven, CT 06512

(203) 468-2111 FAX (203) 468-9830
CT Lic. #E-1 191695

PROPOSAL SUBMITTED TO:	PHONE	DATE
Gateway		September 30, 2021
STREET	JOB NAME	
	New 2500 Amp Service and Crane Power	
CITY, STATE AND ZIP CODE	JOB LOCATION	
ATTN.: James Brackett	FAX	

We hereby submit specifications and estimates for:

New 2500 Amp Service and Crane Power

- 1) Install conduits from new UI pole to new UI transformer at head of dock
- 2) Install conduits in and out of UI vault ½ way from pole to transformer
- 3) Install transformer grounding
- 4) Install conduits and wire to feed new switch gear
- 5) Supply and install new switch gear for service
- 6) Replace old switch gear at head of dock
- 7) Re-feed existing circuits
- 8) Supply and install new conduits down dock for new crane
- 9) Supply and install new heavy duty supports for conduit runs
- 10) Supply and install new disconnect at crane location
- 11) Supply connection equipment to connect to crane wiring

Total Budget Pricing - \$553,000.00

Includes:

Straight time labor
Permit Fees
Ct State sales tax

Does not Include:

Trenching, backfill, asphalt
Overtime Labor



Transformer Pad
Transformer and Switch Gear platform

All material is guaranteed to be as specified. All work to be completed in a workmanlike Manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Authorized
Signature _____

Note: This proposal may be
Withdrawn by us if not accepted within _____ days.

Signature _____

Signature _____