

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
NORTH TEXAS CLEAN DIESEL PROJECTS  
2021 CALL FOR PROJECTS**

**AMENDMENT #1**

**AGREEMENT COVER SHEET**

TYPE OF AGREEMENT: Rebate Agreement for Reimbursable Activities with the City of Plano (UEI# HUEQNTT7HE67) for the North Texas Clean Diesel Project 2021 Call for Projects

PROJECT NUMBER: TRN6886

AGREEMENT PERIOD: Agreement Execution through December 31, 2024

MAXIMUM AWARD AMOUNT: \$412,858 (\$185,786 FEDERAL REBATE AMOUNT + \$227,072 LOCAL MATCH)

**PARTIES:**

**NCTCOG**

North Central Texas Council of Governments  
616 Six Flags Drive  
Centerpoint II  
Arlington, Texas 76011

**PERFORMING PARTY**

City of Plano  
F1520 K Avenue, Suite 360  
Plano, Texas 75074

**Contacts**

**Project Manager:**

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Principal Air Quality Planner  
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**Agreement Coordinator:**

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**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
NORTH TEXAS CLEAN DIESEL PROJECTS  
2021 CALL FOR PROJECTS**

**AMENDMENT #1 TO AGREEMENT**

The North Central Texas Council of Governments, acting through Mike Eastland, its duly authorized Executive Director, the foregoing party being hereinafter referred to as **NCTCOG**, and the City of Plano, the latter party being referred to hereinafter as the **PERFORMING PARTY**, hereby make and enter the following Amendment #1 to Agreement to continue efforts for the implementation of the North Texas Clean Diesel Project, originally executed on July 19, 2022.

The following Articles are replaced in the Original Agreement. All other provisions of the Agreement and Appendices remain unchanged and in full force and effect.

**ARTICLE 2. TERMS OF AGREEMENT**

- 2.8 Time of Performance (Revised).** The **PERFORMING PARTY** shall commence performance of the SCOPE after the Notice to Proceed date listed on Agreement Cover Sheet of this Agreement. All Scope Activities should be completed no later than the completion deadline referenced in the SCOPE. This Agreement shall terminate upon completion of all Scope Activities, or by an act as identified in Section 2.9. Certain rights and obligations identified in this Agreement shall survive termination of this Agreement.

**Appendices**

Appendix A, Scope of Work is removed in entirety and replaced with Appendix A-1 Scope of Work.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement. This Agreement becomes effective on the day the last Party signs.

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Mike Eastland, Executive Director

\_\_\_\_\_  
Date

**CITY OF PLANO**

\_\_\_\_\_  
Mark Israelson, City Manager

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims, City Attorney

## North Texas Clean Diesel Projects 2021 Call for Projects

### APPENDIX A-1 SCOPE OF WORK

**The City of Plano will replace one diesel class eight (8) refuse truck with one electric class eight (8) refuse truck with engine of model year 2021 or newer.**

The Scope of Work (Scope) contains information on the activities to be conducted and the expenses that will be reimbursed under the Agreement for the City of Plano, hereinafter referred to as the **PERFORMING PARTY**. Each activity to be accomplished with the grant award is outlined in the "Approved Application Summary" table.

The application has been assigned the following Project Number, and each activity has been assigned an Activity Number, both of which shall be used when tracking and reporting to the North Central Texas Council of Governments (**NCTCOG**).

**Project Number: TRN6886**

#### **Approved Application Summary**

Activity Number	Vehicle/Equipment Class	Old Engine Year	Annual Miles Traveled	Old Engine Emissions Standard* (grams NO <sub>x</sub> /bhp-hr)	New Engine Emissions Standard** Must be Less Than or Equal to (grams NMHC+NO <sub>x</sub> / bhp-hr)	Maximum Award Amount	Percent Funded	Estimated Local Match	Estimated Total Cost
1	Class 8 Refuse Truck	2014	11,323	0.2	0	\$185,786	45%	\$227,072	\$412,858

\*Source: [Heavy-Duty Highway Compression-Ignition Engines and Urban Buses: Exhaust Emission Standards \(EPA-420-B-16-018, March 2016\)](#)

\*\*Source: [Heavy-Duty Highway Engine: Clean Fuel Fleet Exhaust Emission Standards \(EPA-420-B-16-017, March 2016\)](#)

#### **TASK 1 – Procurement of New Vehicles/Equipment**

**PERFORMING PARTY** must have operated the vehicles/equipment to be replaced primarily within the **ten (10)** county Dallas-Fort Worth ozone nonattainment area, which is described under Task 3. The new vehicles/equipment must be in service by December 31, 2024, and the new vehicle must be electric zero tailpipe emission. Grant funding cannot exceed:

- **Forty-five (45%)** percent of the incremental cost of the new vehicle/equipment if powered by an electric motor or electric power source.

The replacement (new) vehicle/equipment must perform the same function and have a similar gross vehicle weight rating as the vehicle/equipment being replaced. For equipment, horsepower increases of more than **forty (40%)** percent will require specific approval by the Environmental Protection Agency (**EPA**) prior to purchase and **PERFORMING PARTY** may be required to pay the additional costs associated with the higher horsepower equipment. For on road vehicles, the replacement vehicle must not be in a larger weight class than the existing vehicle (Class 5, 6, 7 or 8). Any exceptions will require specific **EPA** approval prior to purchase.

## **TASK 2 – Destroy or Render Permanently Inoperable Old Engines and Vehicles/Equipment**

**PERFORMING PARTY** must scrap the old vehicle/equipment and/or engines and dispose of them in an environmentally responsible manner in accordance with local disposal laws. Scrappage is defined as a permanently disabling the engine and/or vehicle/equipment so it is no longer suitable for use. Vehicles/Equipment being replaced must be scrapped before reimbursement for the new vehicle/equipment will be issued. This includes drilling a three-inch-by-three-inch hole in the engine block, cutting completely through the frame/rails of the chassis on each side of the vehicle/equipment at a point located between the front and rear axles, and recycling salvageable materials by sending retired asset to a scrappage facility. Scrappage facilities must be current on all applicable permits required by the Texas Commission on Environmental Quality (**TCEQ**). While **NCTCOG** does not endorse nor recommend any particular facilities, the Texas Department of Motor Vehicles and **TCEQ** maintain a list of salvage dealer facilities. This list may be a useful reference for locating facilities who can ensure compliance with this rebate program's requirements.

A list of salvage yards is located at:

<https://txdmv.force.com/dealers/salvagedealeragentstaging>

<https://www.tceq.texas.gov/airquality/mobilesource/vim/dismantlers.html>

Alternative disabling methods and associated documentation must be approved by **NCTCOG** in advance on a case-by-case basis.

**PERFORMING PARTY** must apply for a non-repairable vehicle title in advance of completing disposition.

**NCTCOG requires that project documentation be submitted for review before proceeding with disposition of vehicle(s)/equipment. NCTCOG** will notify the **PERFORMING PARTY** of approval of the submitted project documentation, and if disposition should proceed.

**PERFORMING PARTY** must proceed with destruction of each old vehicle/equipment within **forty-five (45)** days of receiving preliminary reimbursement approval from **NCTCOG**. **NCTCOG** staff must be present to witness the destruction. Thus, **PERFORMING PARTY** must schedule the destruction in consultation with **NCTCOG** to ensure staff attendance, and **NCTCOG** will take the required photos of the disabled engine/chassis and verify the completed Vehicle/Equipment and Engine Disposition Form(s). Documentation of disposition, including before and after photographs, will be required for reimbursement. All forms are available through [www.nctcog.org/aqfunding/forms](http://www.nctcog.org/aqfunding/forms) under "Reimbursement Forms".

**TASK 3 – Operation**

**PERFORMING PARTY** will own and operate each grant-funded vehicle/equipment acquired under Task 1 for **five (5)** years from the date placed into service. **PERFORMING PARTY** will ensure each grant-funded vehicle/equipment operates **fifty-one (51%)** percent or more of its time within the Dallas-Fort Worth (DFW) Nonattainment Area, which includes the area below.

Area	Counties Included
Dallas-Fort Worth Nonattainment Area	Collin, Dallas, Denton, Ellis, Johnson, Kaufman, Parker, Rockwall, Tarrant and Wise

**PERFORMING PARTY** must notify **NCTCOG** of changes in the following for the duration of the **five (5)** year operation requirement: termination of use, change in use or location, sale, transfer, or accidental or intentional destruction of rebate-funded equipment/engines. Vehicles/Equipment may not be sold, scrapped or otherwise disposed of until written approval is received from **NCTCOG**.

**TASK 4 – Reimbursement and Reporting**

**PERFORMING PARTY** will complete all reporting and reimbursement requirements as set forth in the grant Agreement and Scope. Specific reporting requirements and their frequencies are detailed below.

**Project Status Report**

A Project Status Report detailing progress toward project completion must be submitted on a monthly basis until final reimbursement is issued. A template form is available at [www.nctcog.org/aqfunding/forms](http://www.nctcog.org/aqfunding/forms) under “Important Documents”.

**Request for Reimbursement**

With each Request for Reimbursement, **PERFORMING PARTY** must submit supporting documentation to demonstrate fulfillment of project requirements and provide adequate technical detail for **NCTCOG** to maintain required asset inventories and calculate air quality benefits. A checklist of required documentation is available at [www.nctcog.org/aqfunding/forms](http://www.nctcog.org/aqfunding/forms).

Documentation required to receive reimbursement must include any revenue received from vehicle/equipment destruction (e.g., auction value of scrap metal). If not reporting scrap value at the time of reimbursement, **PERFORMING PARTY** must retain scrapped equipment for internal use.

The final Request for Reimbursement is due to **NCTCOG** no later than January 31, 2025.

**Annual Report**

An annual report must be submitted each year. Required reporting may include, but is not limited to, documentation of hours/mileage, location/area of operation and condition. Reporting will be completed online through the **NCTCOG** web site [www.nctcog.org/aqfunding](http://www.nctcog.org/aqfunding) under "Usage Reporting", or through another format determined by **NCTCOG**. If appropriate, a username and password will be provided prior to the end of the first reporting period.

**Schedule**

Task	Date
Project Status Report	Due by the fifth day of each month following the month of project activity, until final reimbursement is issued.
Project Completion Deadline	December 31, 2024
Final Request for Reimbursement	January 31, 2025
Annual Report	Annually Based on Date in Service for five (5) years.