EGLE

FUEL TRANSFORMATION PROGRAM VOLKSWAGEN STATE MITIGATION TRUST 2025 GRANT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND CITY OF ANN ARBOR

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy, (EGLE), Materials Management Division, ("State"), and **City of Ann Arbor** ("Grantee").

The purpose of this Agreement is to provide funding from the Volkswagen State Mitigation Trust (VSMT) in exchange for the eligible mitigation actions outlined below and in conformance with Appendix D-2 of the Environmental Mitigation Trust Agreement for State Beneficiaries. A copy of the Environmental Mitigation Trust Agreement for State Beneficiaries can be found on the Fuel Transformation Program website at Michigan.gov/EGLEFTP. This Agreement is subject to the terms and conditions specified herein.

Project Name: City of Ann Arbor Water Resource Recovery Facility Forklift Replacement Project #: 25-801-002

Amount of grant (VSMT) funding: \$57,326.36 Amount of grantee match (subject to change if VSMT funding is adjusted): \$24,568.44 Project total: \$81.894.80 Start Date (date executed by EGLE): End Date: December 31, 2025 GRANTEE CONTACT: STATE'S CONTACT: Simi Barr, Energy Analyst Colby Owens, Grant Manager Name/Title Name/Title City of Ann Arbor Materials Management Division Organization Division 301 E. Huron St. P.O. Box 30241 Address Address Ann Arbor, MI 48104 Lansing, Michigan 48909-7741 Address Address 734-794-6430, ext.43729 517-896-6631 Telephone number Telephone number Owensc9@michigan.gov sbarr@a2gov.org E-mail address E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Missy Stults

Signature Missy Stults, Sustainability and Innovations Director Name/Title

FOR THE STATE: aloth. TAL

Signature Elizabeth M. Browne, Materials Management Division Director Name/Title February 13, 2025

2/11/2025

Date

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified by the state below and in Appendix A of this Agreement.

(A) The Grantee must complete and submit semi-annual progress reports according to a form and format prescribed by the State. These reports shall be due according to the following:

Reporting Period	Due Date
May 1 to October 31	November 30
November 1 to April 30	May 31

The Grantee shall submit to the State semiannual reports in a format approved by the State 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. These reports shall be signed by an official with the authority to submit the report for the Grantee and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury.

Any reports or deliverables provided to the State shall be submitted to the State's contact at the <u>EGLE-FTP-VW@michigan.gov</u>.

(B) The Grantee shall provide a final project report in a format prescribed by the State. Additionally, the Grantee shall submit the financial status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide one copy of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the Fuel Transformation Program, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required. The Grantee shall provide all sub-contractors or sub-grantees with a copy of this agreement.

VIII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal

opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

IX. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

X. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XI. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XII. ANTI-LOBBYING

Funds under this award cannot be used for lobbying, or intervention in state or federal regulatory or adjudicatory proceedings and cannot be used to sue the state or federal government or any other government entity. Likewise, a recipient may not use state or federal funds as matching funds for federal Supplemental Environmental Project Funds, or Supplemental Environmental Projects required under a consent order.

XIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at <u>www.SAM.gov</u> to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XIV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been authorized by the State.

XV. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVI. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the VSMT under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, notify the State and immediately refund to Wilmington Trust, N.A., the total amount representing such duplication of funding.

XVII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement,

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement will be processed by Electronic Funds Transfer (EFT) through Wilmington Trust, N.A. under the directive of the State.

(F) The Grantee is committed to the match percentage of funds on page 1 of the Agreement, in accordance with Appendix A.

XVIII. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met mandatory match obligations, satisfactorily completed the activities, provided actual value of any in-kind or leverage match, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the Wilmington Trust, N.A., the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately notify the State of any payments in excess of the costs allowed by this Agreement. The State reserves the right to require the Grantee to repay those costs to Michigan's account with Wilmington Trust, N.A.

XIX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XX. TERMINATION

- (A) This Agreement may be terminated by the State as follows.
 - (1) Upon 30 days written notice to the Grantee:
 - a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the VSMT, or other applicable law or rules.
 - b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
 - c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
 - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).
 - (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
 - a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records,

receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement to Michigan's account with Wilmington Trust, N.A.

XXI. IRAN SANCTIONS ACT

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

The parties hereto understand and agree that it is the intent of the State to make all materials submitted as part of this project available to the public.

XXIII. CONFLICT OF INTEREST

Grantees will notify the State's contact as identified on page 1 within 5 days of becoming aware of a conflict of interest. A conflict of interest is an actual or potential situation that undermines or may undermine, the impartiality of an individual or entity because their self-interest conflicts, or may conflict, with their duty and obligations in performing a grant. The term also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant in competing for a grant.

XXIV. DRUG FREE WORKPLACE

Grantee agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess alcohol, illegal drugs, or abuse prescription drugs in any way during the performance of this Agreement.

XXV. VICTIM PROTECTION

The Grantee certifies that the grantee, the grantee's employees, subrecipients under this award, and subrecipients' employees will not: a) engage in any form of trafficking in persons during the period of time that this award is in effect; b) procure a commercial sex act during the period of time that this award is in effect; or c) use forced labor in the performance of the award or sub awards under the award.

PROGRAM SPECIFIC BOILERPLATE REQUIREMENTS

XXVI. VEHICLE, EQUIPMENT AND/OR ENGINE REQUIREMENTS

The vehicle, equipment and/or engine being replaced must be fully operational and in current, regular service. The Grantee shall permanently decommission i.e., scrap/junk/salvage the eligible engine, vehicle, or equipment, and provide the specified documentation as prescribed below to EGLE.

Scrap shall mean to render permanently inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. Vehicle, equipment and/or engines may be crushed only if pre-approved by EGLE and the required documentation is obtained. If any Eligible Vehicle will be replaced as part of an Eligible project, Scrapped shall also include the disabling of the chassis by cutting the vehicle's frame rails completely in half. Photographs of the permanently disabled vehicle are required including those of the hole in engine block and cut frame rails. If delivered to a scrap yard, a signed affidavit from the scrap yard including the date, business/dealer license number of the scrapping/recycling company, identification numbers of the scrapped vehicle remains on site, a signed affidavit from the project manager, including the date, identification numbers, and statement that the 3-inch hole in the engine block was cut and the frame rails were cut is required. Failure to comply with scrapping requirements may result in the forfeiture of grant funds.

The replacement vehicle, equipment and/or engine will continue to perform similar function and operation and serve the same or similar geographic area as the vehicle, equipment and/or engine that is being replaced. Any single equipment expense that is greater than \$5,000 will require the Michigan Department of Environment Great Lakes and Energy (EGLE) be listed on a Lien or Uniform Commercial Code (UCC) for 5 years, or until the equipment depreciates to less than \$5,000.

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APPENDIX A - PROJECT SPECIFIC REQUIREMENTS Michigan Department of Environment, Great Lakes, and Energy Fuel Transformation Program

Project Name: City of Ann Arbor Water Resource Recovery Facility Forklift Replacement

Grantee Name: City of Ann Arbor

Project No. 25-801-002

I. Project Summary

Replace a 1997 diesel Komatsu forklift with a CAT electric forklift and install an electric charger.

Project staff and their roles and responsibilities are outlined in Table 1 below.

Name	Title	Organization	Role				
Simi Barr	Energy Analyst	City of Ann Arbor	Oversee grant submittal and project reporting and completion.				
Carissa Ebling	Energy Fellow	City of Ann Arbor	Under supervision, oversee grant submittal and project reporting and completion.				
Brian Howard	Electrical Contractor	Harper Electric	Oversee infrastructure install and charger readiness.				
Christina Gomes	Financial Analyst	City of Ann Arbor	Oversee payments and reimbursement requests.				
Matt Kulhanek	Fleet & Facilities Manager	City of Ann Arbor	Oversee order and deployment of new vehicle and charger.				
CJ Stegink	Fleet Supervisor	City of Ann Arbor	Oversee maintenance and operation of new vehicle				
Missy Stults	Sustainability and Innovations Director	City of Ann Arbor	Oversees Sustainability Initiatives at City				

II. Project Budget

The budget for this project (Attachment 1) reflects grant dollars, mandatory match, and additional projected in-kind leveraged funds. Projected in-kind leveraged funds will be summarized in semi-annual project reports only.

III. Work Plan

A 1997 diesel Komatsu forklift with an 8000lb lifting capacity that is used at the City of Ann Arbor's Water Resource Recovery Facility (WRRF) will be decommissioned and replaced with a CAT 8000 lb. Capacity 80 Volt Electric 4-Wheel Pneumatic Tire Lift Truck along with a Triathlon Tubular Aquasave Battery - 80V. There will also be electric wiring work done on the side of the WRRF's electrical meter in order to install a Premium Industrial Conventional Charger for the charging of the electric forklift.

IV. Project Timeline and Deliverables

The grant agreement begins once it is signed by the Grantee and State Contact and ends the date specified on page 1 of the Grant Agreement. The Grantee is responsible for all project deliverables and will implement the project according to the Project Timeline Table below and promptly notify the State Contact of any significant changes should they occur.

Dates	Task	Person Responsible	Deliverable				
Winter 2024/25	Place orders	Matt Kulhanek	Invoices				
Spring 2025	Install charging	Brian Howard	Invoices				
Spring 2025	Receive and pay for new items	Matt Kulhanek/ Christina Gomes	Proof of payment (cancelled check)				
Spring 2025	Decommission old vehicles/engines	CJ Stegink	Photos and other required documentation				
Spring 2025	Request 1 st reimbursement	Christina Gomes/ Simi Barr	Reimbursement request documentation				
Around project end date	Any remaining reimbursement and final report. (Finish Project)	Christina Gomes/Simi Barr	Final Report and reimbursement documentation				

Project Timeline Table

V. Project Reporting and Outcomes

Grantee is responsible for all deliverables and will oversee and manage the project. The Grantee will receive bids for new vehicles following all city, state, and federal bidding requirements and select the company/companies that will provide the vehicles and charging stations (if applicable).

As part of this project, old equipment listed on the Fleet Data Sheet (Attachment 2) must be properly scrapped. Scrapped means to render inoperable and available for recycle.

The Grantee is required to report semi-annually on project status following the schedule specified in this grant agreement using a form and format prescribed by the State. A final report in a form and format prescribed by the State summarizing project activities, emission reductions, and other outcomes with a copy of all deliverables, is required to meet grant obligations.

The project will conclude after all mandatory grant and match requirements are met, semiannual and final reports and deliverables are submitted and approved by the State, reimbursement for eligible expenses has been made to the Grantee, and all close out activities have been accomplished.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY MATERIALS MANAGEMENT DIVISION FUEL TRANSFORMATION PROGRAM VOLKSWAGEN STATE MITIGATION TRUST BUIDGET FORM

		BU	DGET FORM								
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	Grantee Name: City of Ann Arbor										
Project Name: City of Ann Arbor Water Resource Recovery Facility Forklift Replacement											
	Eligible Mitigation Action: 8 - Forklifts and Port Cargo Handling Equipment Type: Forklifts										
Government/Non-Government Owned:											
Project Number (assigned by EGLE):	25-801-002										
	HOURS or		RATE or	% of		GRANT		MATCH			
CONTRACTUAL SERVICES	UNITS		TOTAL	FUNDING		AMOUNT		AMOUNT		TOTAL	
Electrical Wiring on WRRF's Side of Electrical Meter	1.0	\$	3,000.00	70.0%	\$	2,100.00	\$	900.00	\$	3,000.00	
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Pneumatic Tire Lift Truck Triathlon Tubular Aquasave Battery - 80V	1	\$ \$	61,078.80 15,563.00	70.0% 70.0%	\$ \$	42,755.16 10,894.10	\$ \$	18,323.64 4,668.90	\$ \$	61,078.80 15,563.00	
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Fuel Transformation Program Volkswagen State Mitigation Trust Fleet Data Spreadsheet

Airport Ground Support Equipment (GSE), Ports Cargo Handling Equipment & Forklifts [Insert additional rows as needed]

Applicant Name: City of Ann Arbor

Project Name: City of Ann Arbor Water Resource Recovery Facility Forklift Replacement

Contact Name: Simi Barr

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	Equipm	nent Informatio	n: List the e										
Equipment Type	Engine Model Year	Engine Tier	Engine ID #	Existing Engine Fuel Type [e.g., diesel or gasoline]	Estimated gallons of fuel consumed, per year	Estimated hours operated per year (including idle hours)	Engine Horsepower	romaining life in	Will equipment be repowered or replaced?	Manufacturer	Motor Power (in kWh)	Estimated hours operated per year (including idle hours)	Estimated kWhs consumed per year
Forklift	1996	Tier 1 or lower	6D95L	Diesel	120 gallons	130 h	85 HP	0-1 years	Replaced	Caterpillar	14.5 kW	230 h	3335 kWh