

IN THE DISTRICT COURT OF MERRICK COUNTY, NEBRASKA

STATE OF NEBRASKA, ex rel.,)	
KARA VALENTINE, Interim Director,)	Case No. _____
NEBRASKA DEPARTMENT OF)	
ENVIRONMENT AND ENERGY,)	
)	
Plaintiff,)	COMPLAINT
)	
v.)	
)	
MARK CREUTZBERG,)	
)	
Defendant.)	

COMES NOW Kara Valentine, Interim Director of the Nebraska Department of Environment and Energy, who institutes this action through Michael T. Hilgers, Nebraska Attorney General, on behalf of the State of Nebraska, as Plaintiff, and alleges as follows:

PARTIES AND INTERESTS

1. Plaintiff, Nebraska Department of Environment and Energy (“Department”) is the agency of the State of Nebraska responsible for administering the Diesel Emission Reduction Act (“DERA”) grant program created under the Energy Policy Act of 2005, P.L. 109-58 (August 8, 2005).

2. Defendant, Mark Creutzberg (“Defendant”) is an individual and a rebate recipient under Nebraska’s DERA program. Upon information and belief, Defendant resides at 2661 15th Road, Central City, NE 68826.

JURISDICTION AND VENUE

3. The District Court has jurisdiction over the subject matter of this action, pursuant to Neb. Rev. Stat. § 24-302, and over the parties to this action.

4. Venue is proper pursuant to Neb. Rev. Stat. § 25-403.01 as Defendant resides in Merrick County, Nebraska.

LEGAL BACKGROUND

5. Plaintiff established the Nebraska Clean Diesel Program in 2008 to distribute funding received from the U.S. Environmental Protection Agency (“EPA”) for the purpose of reducing diesel emissions. This funding was authorized by Congress in DERA, which was created as part of the Energy Policy Act of 2005.

6. The DERA program provides annual funding to states for the establishment of grant, rebate, and loan programs that reduce diesel emissions. NDEE supplements the federal DERA grant with state matching funds from the Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries. Nebraska’s DERA program is known as the Nebraska Clean Diesel Program.

FACTUAL BACKGROUND

7. The DERA program provides for up to \$20,000 in grant funding for replacement of diesel irrigation pump engines with an electric motor or connecting a submersible pump directly to the electric grid.

8. Defendant applied for an irrigation engine rebate under the 2018 Clean Diesel Rebate Program on January 17, 2019. Plaintiff and Defendant entered into an “Agreement Between the Nebraska Department of Environmental Quality and Mark Creutzberg” regarding the 2018 Clean Diesel Rebate Program on or about April 10, 2019 (hereinafter “Agreement”). The Agreement is hereto attached to this Complaint as **Attachment A**.

9. Defendant submitted expenses for reimbursement in the amount of \$11,183.29 for the connection of a submersible pump and for scrapping and permanently disabling the diesel engine formerly used. Of the \$11,183.29 that was submitted, \$8,458.29 was deemed eligible for reimbursement under the 2018 Clean Diesel Rebate Program, as set forth in the Agreement. As set forth in the Agreement, the 2018 Clean Diesel Rebate Program allowed for sixty percent (60%) of the total reimbursable amount to be awarded, which was \$5,074.97.

10. Defendant was notified by email on January 23, 2020, that he would receive a rebate under the 2018 Clean Diesel Rebate Program in the

amount of \$5,074.97 under the Agreement. Defendant did not contest the final rebate amount.

11. A warrant was issued to Defendant in the amount of \$5,074.97 on June 19, 2020, and cleared Defendant's bank account on July 31, 2020.

12. A duplicate warrant was mistakenly issued by Plaintiff to Defendant in the amount of \$5,074.97 on October 15, 2020.

13. The duplicate payment in the amount of \$5,074.97 that was issued on October 15, 2020 was deposited or cashed by Defendant. According to Department records, the duplicate payment cleared Defendant's bank account on January 14, 2021.

14. Upon information and belief, Defendant did not contact the Department to determine whether the duplicate payment was sent by mistake.

15. Defendant was not eligible for any additional rebates or payments under the Agreement or the 2018 Clean Diesel Rebate Program and has no other claim of right to the mistakenly issued duplicate payment.

16. Plaintiff discovered the duplicate payment was mistakenly issued and sent letters to Defendant on October 10, 2023 and November 17, 2023 notifying Defendant of the error and requesting Defendant to return the funds to Plaintiff.

17. Plaintiff sent two additional letters on April 4, 2024 and May 5, 2024, demanding Defendant return the funds to Plaintiff because the duplicate payment was a mistake. The April 4, 2024 letter was returned to Plaintiff as unclaimed. The May 5, 2024 letter was received and signed for by Defendant on May 9, 2024.

18. To date, Defendant has not responded to any correspondence from the Department requesting the \$5,074.97 be returned to Plaintiff. To date, Defendant has not returned the \$5,074.97 issued in error.

**FIRST CAUSE OF ACTION
UNJUST ENRICHMENT**

19. Plaintiff hereby realleges and incorporates by reference the allegations contained in Paragraphs 1 - 18 as though fully set forth herein.

20. Nebraska common law allows for actions to recover mistaken payments. When a payment is made to another by mistake, that party receiving the payment is unjustly enriched and, thus, the law allows the party that mistakenly made the payment to recover it. *See Wendell's Inc. v. Malmkar*, 225 Neb. 341 (1987) (“[T]his court has recognized that one who transfers money to another under a mistake of fact may recover such overpayments if the payments were involuntary and resulted in unjust enrichment of the person receiving the payment.”). The Nebraska Supreme Court has clarified the word “involuntary” in this context means payments “were made by mistake” or “springing from accident or impulse rather than conscious exercise of the will: unintentional” *Id.* at 350 (internal quotations omitted).

21. Under the Agreement between Plaintiff and Defendant, Defendant was eligible to be reimbursed in the amount of \$5,074.97 for connecting a submersible pump to electric grid and permanently scrapping and disabling the diesel engine that he formerly used under the 2018 Clean Diesel Rebate Program.

22. Plaintiff issued a warrant in the amount of \$5,074.97 to Defendant on June 19, 2020 for reimbursement under the 2018 Clean Diesel Rebate Program and the Agreement. The warrant in the amount of \$5,074.97 cleared Defendant’s bank account on July 31, 2020. The \$5,074.97 payment was the full amount he was approved to receive under the Agreement and the 2018 Clean Diesel Rebate Program.

23. An additional warrant was mistakenly issued by Plaintiff to Defendant on October 15, 2020 for \$5,074.97.

24. Since Plaintiff had already issued a warrant in the amount of \$5,074.97 to Defendant for the eligible reimbursement under the 2018 Clean Diesel Rebate Program and the Agreement—which Defendant cashed or deposited—the duplicate warrant issued by Plaintiff on October 15, 2020 in the same amount was by mistake.

25. Defendant had already been reimbursed and was not eligible for any additional payments or rebates under the Agreement and the 2018 Clean Diesel Rebate Program.

26. By cashing or depositing the duplicate warrant, Defendant became unjustly enriched by \$5,074.97 because he was not entitled to additional rebates or payments under the Agreement and the 2018 Clean Diesel Rebate Program.

27. Plaintiff is entitled to recover the duplicate payment of \$5,074.97 from Defendant and Defendant must return the \$5,074.97 to Plaintiff.

SECOND CAUSE OF ACTION CONVERSION

28. Plaintiff hereby realleges and incorporates by reference the allegations contained in Paragraphs 1 - 27 as though fully set forth herein.

29. “In Nebraska’s common law, conversion is the unauthorized and wrongful dominion over personal property owned by another, which is exerted as a denial of or inconsistent with the owner’s rights in the property or is asserted in derogation, exclusion, or defiance of another’s ownership or title in personal property.” *Hecker v. Ravenna Bank*, 237 Neb. 810, 818 (1991).

30. Plaintiff is the owner of the \$5,074.97, which is for its Clean Diesel Program and from federal grant money and state matching funds from the Volkswagen Diesel Emissions Environmental Mitigation Trust.

31. Because Defendant already received his full reimbursement under the 2018 Clean Diesel Rebate Program and the Agreement, Defendant was not entitled to a duplicate payment of \$5,074.97 and not authorized to cash or deposit the funds.

32. Defendant deprived Plaintiff of its property in the amount of \$5,074.97 by cashing or depositing the duplicate payment and, thus, converted Plaintiff’s property.

33. Plaintiff is entitled to damages for the unlawful conversion in the amount of \$5,074.97, which is the value of the property on the date Defendant converted it.

34. Plaintiff is also entitled to prejudgment interest on the amount of \$5,074.97 to the extent allowable by law.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff requests this Court to enter judgment on this Complaint in its favor and grant the following relief:

- A. Declare the Plaintiff is entitled to recover the duplicate payment of \$5,074.97 made to Defendant by mistake;
- B. Order Defendant to return the duplicate payment of \$5,074.97 to Plaintiff by depositing \$5,074.97 with the Clerk of the District Court for Merrick County within 30 days of judgment;
- C. Alternatively, declare Defendant converted the property of the Plaintiff in the amount of \$5,074.97 and order Defendant to pay damages for the conversion of Plaintiff's property in the amount of \$5,074.97 plus interest by depositing said amount with the Clerk of the District Court for Merrick County within 30 days of judgment ;
- D. Tax all costs herein to Defendant; and
- E. Grant Plaintiff such additional and further relief as this Court deems just and proper.

DATED this 4th day of October 2024.

STATE OF NEBRASKA, ex rel., KARA
VALENTINE, Interim Director of the
NEBRASKA DEPARTMENT OF
ENVIRONMENT AND ENERGY, Plaintiff

By: MICHAEL T. HILGERS, #24483
Attorney General

By: /s/ Maegan L. Woita
Maegan L. Woita, #26287
Michael Taddonio #27677
Assistant Attorney General
2115 State Capitol
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Lincoln, Nebraska 68509-8920
Tel. (402) 471-1912
maegan.woita@nebraska.gov
michael.taddonio@nebraska.gov
Attorneys for Plaintiff

2018 NEBRASKA CLEAN DIESEL REBATE PROGRAM

RECEIVED

Agreement Between the
NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY
and
Mark Creutzberg

APR 12 2019

Nebraska Dept of Environmental Quality
By: _____ DEQ#195 _____

Regarding the 2018 Clean Diesel Irrigation Engine Rebate Program

NDEQ Reference Number: 2019-88539310

This Agreement is made and entered into by and between the Nebraska Department of Environmental Quality (NDEQ) and Mark Creutzberg (Rebate Recipient) in accordance with Nebr. Rev. Stat. Sec. 81-1504 (Supp. 1997) of the Nebraska Environmental Protection Act.

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

I. TERM OF AGREEMENT

This Agreement will remain in effect until all identified tasks are completed, unless terminated under section IV.E.13, but will not remain in effect past August 30, 2019 unless extended by amendment.

II. WORK DESCRIPTION AND SCHEDULE

The Rebate Recipient agrees to purchase and receive one electric motor and/or submersible irrigation pump in replacement of an operating diesel engine. The new equipment must be received and installed and all required documentation submitted to NDEQ by August 30, 2019.

III. FINANCIAL REQUIREMENTS

Upon satisfactory completion of the project, NDEQ agrees to reimburse Rebate Recipient 60% of the cost of the new electric motor, installation, and required electrical infrastructure (including electric service line extension) up to a maximum rebate of \$20,000.

The Rebate Recipient is responsible for all other project costs (mandatory cost-share). No other federal grant funds may be used to cover any portion of the mandatory cost-share. Financial incentives offered by an electric service provider may be used to pay a portion of the mandatory cost-share.

IV. AGREEMENT REQUIREMENTS

A. Program Requirements

1. The replacement electric motor and/or submersible pump must perform the same function in the same location as the original diesel engine.
2. Installation of the new equipment must be performed by a licensed electrical contractor.



3. The diesel engine being replaced must be scrapped and permanently disabled within 90 days after the replacement by cutting a minimum 3" by 3" hole in the engine block. Alternative scrapping methods must be approved in advance by NDEQ and EPA.
4. Scrapping must be documented by submitting a signed Certificate of Engine/Chassis Destruction accompanied by digital photos of :
 - a. the engine tag showing serial number, engine family name, and engine model year,
 - b. the destroyed engine block
5. The Rebate Recipient's application (Attachment A) is hereby incorporated by reference into this Agreement. The Rebate Recipient agrees to complete the project for which the rebate is awarded in accordance with the rebate application and program guidelines.

B. Reimbursement Requirements

1. All requests for payment by the Rebate Recipient shall be reviewed by NDEQ consistent with the Nebraska Prompt Payment Act. If costs are deemed ineligible, the Rebate Recipient shall be notified by NDEQ as soon as practicable. Upon receipt of a complete and properly documented reimbursement request, NDEQ shall transmit payment to the Rebate Recipient. NDEQ shall not be held responsible for delays in payment due to causes beyond its control.
2. Reimbursement will be to the Rebate Recipient.
3. All reimbursement requests must include :
 - a. the Final Report Form,
 - b. the Request for Reimbursement Form,
 - c. proof of scrapping,
 - d. and payment information listed in Section IV-C below.

C. Payment Information Required

The Rebate Recipient will submit a copy of the purchase order and a copy of a properly documented invoice(s) for which payment of funds is sought. The detailed invoice must include the following information:

1. Electric Motor Description:
 - a. Motor Manufacturer
 - b. Motor Model
 - c. Model Year
 - d. Motor Serial Number
 - e. Motor Horsepower Rating
2. Detailed cost of unit
3. Detailed cost of installation
4. Owner-operator's proof of payment, consisting of a photocopy of the actual payment (e.g., cancelled check, credit card payment receipt, or bank statement showing that the check was cashed) that clearly shows that vendor payment was made pursuant to the Agreement.

D. Federal Requirements

1. General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year (Grant Conditions) can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>.

2. MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The Rebate Recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Intergovernmental Agreements and Interagency Intergovernmental Agreements" beginning with the Federal fiscal year reporting period the Recipient receives the award, and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Recipient's MBE/WBE accomplishments. Final MBE/WBE reports must be submitted to NDEQ with the reimbursement request. Your agreement cannot be officially closed without all MBE/WBE reports. EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's home page on the Internet at <https://www.epa.gov/resources-small-businesses>.

3. Civil Rights Obligations General

This term and condition incorporates by reference the signed assurance provided by the Rebate Recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Subrecipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the Rebate Recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

4. Program Income

If program income is generated during the course of the project, program income requirements apply. Program income is defined as gross income received by the Recipient directly generated by an activity supported by this Agreement, or earned only as a result of this Agreement during the agreement period. "During the agreement period" is the time between the effective date of this Agreement and the ending date of the Agreement reflected in this document. Program income earned during the project period shall be retained by the Rebate Recipient and, in accordance with 40 CFR Part 31.25; Rebate Recipient is authorized to use program income as follows:

- a. Program income may be added to funds committed to the project by EPA and NDEQ and used to further eligible project or program objectives. The program income shall be used for the purposes and under the conditions of the award Agreement.
- b. Program income may be used to finance the non-federal share of the project or program, including any mandatory or voluntary cost-share. The amount of the federal award remains the same.

- c. Deducted from the total project or program allowable cost in determining the net allowable costs on which the federal share of costs is based. This means that the Rebate Recipient shall spend program income on project activities before spending/requesting federal funds for project activities. This may result in unspent federal funds at the end of the project period. Rebate Recipient will maintain records adequate to document the extent to which transactions generate program income and the disposition of program income.

E. State Requirements

1. Amendments

This Agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the EPA or NDEQ.

2. Forfeiture, Repayment and Delays in Disbursement of Funds

Violation of any conditions of this Agreement by the Rebate Recipient or failure of the Rebate Recipient to complete and maintain the project in the manner described, including any amendments thereto which have been properly approved, shall result in the forfeiture of any funds not disbursed. In addition, if for any reason the project is not completed as described, including any amendments thereto that have been or are hereafter approved by the NDEQ, the NDEQ may recover from the Rebate Recipient any or all funds disbursed.

3. Remedies Not Exclusive

The use by either the Rebate Recipient or the NDEQ of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party from using such remedy, or limit the application of any other remedy provided by law.

4. Assignment

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein by the Rebate Recipient shall be valid unless and until it is approved by the NDEQ and made subject to such reasonable terms and conditions as the NDEQ may impose.

5. Waiver of Rights

The Rebate Recipient or NDEQ may from time to time waive any of their rights under this Agreement. However, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver with respect to any other default.

6. Applicable Rules and Regulations

Both parties shall abide by all applicable rules and regulations of the NDEQ, including any that may be adopted subsequent to the effective date of this Agreement, except those that would invalidate or be inconsistent with the provisions of this Agreement.

7. Inspection of Books, Records and Reports

The duly authorized representative of either party shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or related matters during regular office hours. Each party shall maintain and make available for such inspection accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.

8. Inspection of Premises

The duly authorized NDEQ representative shall have the right to inspect the project and related records to assure compliance with the terms of this Agreement during regular office hours.

9. Independent Recipient

The Rebate Recipient is and shall perform this Agreement as an independent Recipient and as such shall have and maintain exclusive control over all of its employees, agents and operations. Neither the Rebate Recipient nor any person employed by the Rebate Recipient shall act, propose to act or be deemed the NDEQ's agent, representative or employee. The Rebate Recipient assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes and other taxes now or hereafter required by any law or regulation and agrees to comply with all applicable laws, regulations and orders relating to Social Security, Unemployment Compensation, OSHA, affirmative action, equal employment opportunity and other laws, regulations and orders of like nature. For any work hereunder subject to the Veterans Readjustment Assistance Act of 1974, or the Rehabilitation Act of 1973, the parties hereto shall comply with all provisions thereof, together with all applicable rules, regulations and orders of the Department of Labor, and the notices required pursuant to 41 CFR 60-1.4, 60-250.4 and 60-741.4 which are hereby incorporated by reference into this Agreement.

10. Nondiscrimination

The Nebraska Fair Employment Practice Act prohibits Recipients to the State of Nebraska and their subcontractors from discriminating against any employee, or applicant for employment in the performance of such Agreement s, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. The Rebate Recipient's signature is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Rebate Recipient shall insert a similar provision in all subcontracts for services to be covered by any Agreement resulting from this Agreement.

11. Drug Free Workplace

The Rebate Recipient, by executing this Agreement, certifies and assures that it operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of June, 2005.

12. Publication Rights

All parties shall have publication and reproduction rights for all reports and materials, which are produced as a result of this Agreement.

13. Termination

This Agreement may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement, through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

- a. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
- b. An opportunity for consultation with the terminating party prior to termination.

F. Project Managers

The Project Manager for each party to this Agreement shall be as follows. The Project Manager may be changed upon written notification.

Randy Smith, Project Manager
Clean Diesel Program Coordinator, NDEQ
1200 N Street, Suite 400
Lincoln, NE 68509-8922
Phone: (402) 471-4272
Randy.smith@nebraska.gov

Mark Creutzberg
2661 15th Road
Central City, NE 68826

V. SIGNATORIES TO THE AGREEMENT

MARK CREUTZBERG

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

By: Mark Creutzberg
(Signature)

By: Dennis Burling
(Signature)

Name: Mark Creutzberg

Name: Dennis Burling

Title: Farmer

Title: Deputy Director of Administration

Date: 4/10/19

Date: 4-2-2019

**ATTACHMENT A
REBATE APPLICATION**



2018 Clean Diesel Rebate Program Irrigation Engine Rebate Application

Section 1 – Applicant Information 2019-88539282

Organization/Company Name: Mark Creutzberg

Project Manager (if different from authorized signatory): _____

Address: 2461 15th Rd Central City NE 68826
City State Zip Code

Email address: markcreutz@yahoo.com Phone: 308-383-8888

Employer/Taxpayer No. (EIN/TIN): 506-13-48650 DUNS Number: in process
116920685

Section 2 – Current Diesel Engine Information

Diesel Engine Manufacturer	Cummins		
Diesel Engine Model	4BT3.9-C110		
Engine Serial Number	46788594		
EPA Engine Family	382 J6072607 6.7		
Engine Model year	8/2007	Engine horsepower rating (intermittent brake HP)	110
Primary Fuel	diesel	Annual Fuel Consumption (gal)*	1500 gal
Annual hours operating*	400 701*	Remaining years of service (estimate)*	15 years 1/4
County in which engine operates	Polk		

* Please provide values that are as accurate as possible to provide a basis for scoring your application.

Section 3 – Early Replacement Statement

The purpose of the Clean Diesel Program is to reduce emissions by the early replacement of polluting engines and vehicles. To meet EPA requirements, please provide a statement below certifying that the specified engine is not scheduled to be replaced before September 2021. If your organization has a written replacement schedule or policy, attach a copy of it with your application.

I do not plan on replacing this with any new engine or scheduled to replace this engine.

What is the average length of time (years) your organization keeps an engine in service?
15 years.

* Updated by Randy Smith 1/7/19 per attached well data.

201900006102

**2018 Clean Diesel Rebate Program
Irrigation Engine Rebate Application**

Section 4 – Electrical Equipment Quote Summary: Provide summary information from each quote in the fields below. Please attach copies of quotes to the application.					
Section 4a – Electric Motor (if applicable)					
Motor Manufacturer: Franklin			Model: 031-FN-1525-499		
Dealer & Address: Seris Irrigation					
Motor Cost: \$ 7878		Total Cost from Dealer (motor, installation, electrical infrastructure if included) \$ 11980 \$ 5756			
Section 4b – Electrical Infrastructure: Panels, wire, trenching, etc. required to connect wellsite to the electric grid. Includes infrastructure to connect an existing submersible pump, or to connect a new electric motor if a different vendor will do this work. Do not include Service Line Extension (see Section 5 below).					
Vendor: Juzyk Elec.			Equipment/Labor Cost: \$4102		
Vendor Address: 1003 11th St Aurora NE 68818					
Other Details: 10 HP 2 Pole 3450 RPM					
Section 5 – Electric Service Line Extension Cost *RCRAPP has socialized CIA costs					
Electric Service Provider: Polk County RAPP					
Distance extended (ft): 21,120		Cost per foot: *		Total: \$2725 *	
Equipment Cost:			Total Cost from Utility: \$2725		
Amount of Electric Service Provider Incentive: 0		Net Service Extension Cost (Total cost minus incentive):			
Section 6 – Total Project Cost and Rebate Requested					
Total Project Cost (equipment, installation, service extension):			~ \$ 12583		
Rebate Amount Requested: (60 % of Total Project Cost, maximum \$20,000)			\$ 7550		

2018 Clean Diesel Rebate Program Irrigation Engine Rebate Application

Section 7 – Applicant Certification

Owner or Authorized Representative: I certify to the best of my knowledge that:

- The information contained herein is true and correct.
- The irrigation engine is not scheduled for replacement prior to September, 2021.
- The engine would not be replaced without financial assistance from EPA.
- The engine being replaced is currently in use, in proper working condition, and currently used to power an irrigation pump (or generator powering a submersible pump). If selected for an award, the new electrical equipment will perform this same function.
- If selected for an award, the organization/company will maintain ownership of the replacement equipment for at least five years from the date of purchase. I understand that if the replacement equipment is sold before the end of the five-year period or used for purposes other than specified in the conditions of this rebate program, the organization/company may be required to return up to the full amount of the rebate to NDEQ. The amount required to be returned is at the discretion of NDEQ, and will be determined on a case-by-case basis.
- The applicant is either headquartered or has an operational base in Nebraska and the new equipment will continue to operate in Nebraska.
- The engine to be replaced will be properly disposed of in accordance with the requirements of this agreement.
- I understand that I will not be eligible for any projects in which costs were incurred before the project period began and after the project period ends.
- I am not currently debarred or suspended from receiving federal funding.
- I have the legal authority to sign this agreement.
- I acknowledge that failure to provide all applicable information and supporting documentation may result in the denial of my application.

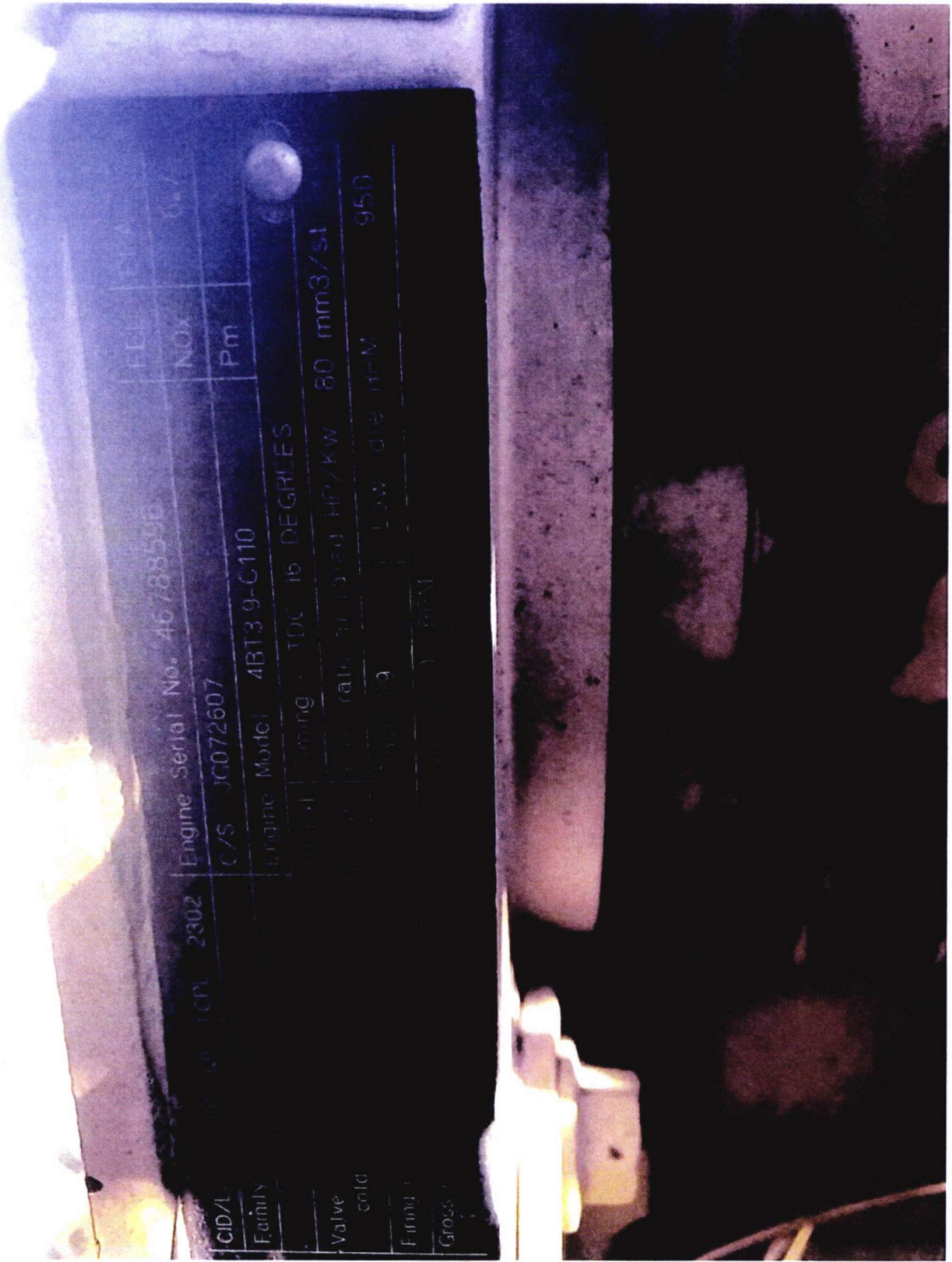
Mark Cretzberg
Printed Name and Title of Authorized Representative

Mark Cretzberg
Signature

12/14/18
Date

Mail or e-mail application to:

Nebraska Clean Diesel Rebate Program
Nebraska Department of Environmental Quality
P.O. Box 98922
Lincoln NE 68509-8922
NDEQ.AirQuality@nebraska.gov




CID/L	2302	Engine Serial No. 4678859b	FEEL PMA	0.7
Family	JC072607	Engine Model 4BT3.9-C110	NOx	
Valve	cold	Injection Timing - TDC 16 DEGRLES	Pm	
Firing		Rated Power rate at rated HP/kw 80 mm3/st		
Gross		Low Idle rpm 950		



Search By:

- Engine Serial Number (ESN) /Vehicle Identification Number (VIN)
- Part Number across all Engines

 | **46788596**



Dataplate Information - ESN 46788596

Original Build

CONFIGURATIONS AND MODEL NAMES

EPA Model Name	Not Available
Marketing Engine Configuration #	D382043CC02
Marketing Model Name	4BT3 9-C110
Service Model Name	4B3 9
Technical Engine Configuration #	D382043CX02

ENGINE BUILD DETAILS

Build Date	2007-08-10T00:00:00Z
Build Plant	CNS - CONSOLIDATED DIESEL CO.
CPL #	CPL2302
Shop Order	S084878
Warranty Start Date	TZ

TECHNICAL SPECIFICATION DETAILS

ECM Code	Not Available
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Mark Creutzberg irrigation data, 2017 and 2018

	A	B	C	D	E	F	G
2017 hours running wet							
Name	Reporting Method	Flow Rate Setting	Irrigation Area	Hours Run	Total Wat. Unit		
Burkes	Hours Running Wet	5	100	0	0 galX1000		
Butts Farm	Hours Running Wet	600	100	668.2	24055.2 galX1000		
East Place	Hours Running Wet	200	30	929.2	11150.4 galX1000		
Home Place East Pivot	Hours Running Wet	600	10	261.33	9408 galX1000		
Home Place West Pivot	Hours Running Wet	600	30	196.68	7080.6 galX1000		
Reinke drop span	Hours Running Wet	500	5	0	0 galX1000		
Roys Pivot	Hours Running Wet	5	5	0	0 galX1000		
South place	Hours Running Wet	600	5	166.62	5998.2 galX1000		
1							
2	Mark's engine	East Place	929.2 hours				
3	Rick's engine	Home/South	624.6 hours				
4							
5							

2018 hours running wet							
Name	Reporting Method	Flow Rate Setting	Irrigation Area	Hours Run	Total Wat. Unit		
Burkes	Hours Running Wet	5	100	966.98	290.095 galX1000		
Butts Farm	Hours Running Wet	600	100	85.33	3072 galX1000		
East Place	Hours Running Wet	200	30	277.98	3335.8 galX1000		
Home Place East Pivot	Hours Running Wet	600	10	71.07	2558.4 galX1000		
Home Place West Pivot	Hours Running Wet	600	30	82.77	2979.6 galX1000		
Reinke drop span	Hours Running Wet	500	5	558.65	16759.5 galX1000		
Roys Pivot	Hours Running Wet	5	5	900.1	270.03 galX1000		
South place	Hours Running Wet	600	5	49.32	1775.4 galX1000		
5							
7	Mark's engine	East Place	277.98 hours				
8	Rick's engine	Home/South	203.16 hours				
9							
0							
1							
2							

Creutzberg well is labeled "East Place".

Data in the tables above show 929.2 hours run in 2017 and 277.98 hours in 2018.

The attached 2016 diesel fuel invoice for both Creutzberg and Collins wells shows a calculation of estimated hours (assuming equal fuel use for both) of 895.9 hours.

Three-year average = 701 hours, greater than the 500-hour EPA minimum for eligibility.

Creutzberg Farms, Inc.
 2404 15TH Road
 Central City, NE 68826

Invoice

Date	Invoice #
12/20/16	280

PAID
 01/05/17

Bill To

Mark Creutzberg Farms
 2661 15th RD
 CENTRAL CITY, NE 68826

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			12/20/16			

Quantity	Item Code	Description	Price Each	Amount
1	Refunds	windrower usage	6,765.00	6,765.00
1	Refunds	repair on hay equipment	5,215.19	5,215.19
1	Refunds	hay tests	50.30	50.30
1	Refunds	RTK	600.00	600.00
1	Refunds	Roy- power usage for 2016	1,381.50	1,381.50
1	Refunds	diesel fuel- power units and semi	7,167.05	7,167.05
1	Refunds	herks- surge values	310.40	310.40
1	Refunds	seed-millet	290.00	290.00
1	Refunds	government payment on Roys	-4,850.00	-4,850.00
<p><i>\$7,167.05 \$2.00 = 3,583 gal</i> <i>Divided by 2 = 1791.75 gal</i> <i>Divided by 2 gal's an hour = 895 hours</i></p>				
Total				\$16,929.44

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Mark W. Cretney</u>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.) <u>2661 15th St</u>	Requester's name and address (optional)	
	6 City, state, and ZIP code <u>Central City NE 68826</u>		
	7 List account number(s) here (optional) <u>308-383-8888</u>		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>										
or										
Employer identification number										
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>										

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <u>Mark Cretney</u>	Date ▶ <u>12/14/18</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Individual or Sole Proprietor United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §4-108 through 4-114, I attest as follows:

<input checked="" type="checkbox"/> I am a citizen of the United States.
-OR-
<input type="checkbox"/> I am a qualified alien under the federal Immigration and Nationality Act. My immigration status and alien number are as follows: _____
I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate, and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<u>Mark Crenzberg</u> (first, middle, last)
SIGNATURE	<u>Mark Crenzberg</u>
DATE	<u>12/14/18</u>

Revised 08/18/2014

New Service

Name: MARK CREUTZBERG ✓

Customer #: 8150250 Account: 3140300 SO Nbr: 9000762617

Address: 2661 15TH RD City: CENTRAL CITY State/Zip: NE, 68826-8028

Phone: _____ Email: _____

Work Phone: _____ Cell Phone: (308) 383-8888

Service Address: NEW WELL #1615 ✓ Type: Pv Fl Wh Oth

Equip Map Loc: 14-4-30-N ✓ County: POLK City: NONE

Sub: SB5 Feeder: 7 Breaker: _____ Phase: _____ Line Sect: 559

Volts: _____ Total KVA: _____ Billable KVA: _____ HP: 0

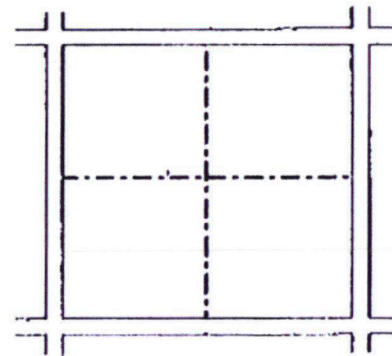
One Call Sent Date: _____ One Call Ready Date: _____

Staked Date: _____ By: _____

Comments:
 New Well #1615 Three phase 15 Hp. 277/480 volt ICIA = \$1750.00 CIA = \$65.00 X 15 = \$975.00
 11/27/18 RR

Handwritten calculation:
 1750
 + 975

 \$2725 total



Rate: IR331 - IRRIGATION NO CONTROL 3 PH Cycle: 6 Contract Due Date: _____

Contract Req: Y / N Contract Sent Date: _____ Rev Class: _____

Billable kVa Checked: Y / N Tax Form Sent: Y / N Invoice Group: _____

Mag Code Checked: Y / N Tax Codes Checked: Y / N Envelope Group: _____

Comments: _____

MR ACCT #: 8150858 Item #: 42 - Contribution WO Advance

CIA Amt Due: _____ CIA Bill Dt: _____ CIA Inv #: _____ CIA Pd Dt: _____

ICIA Amt Due: \$01750⁰⁰ ICIA Bill Dt: 11/27/18 ICIA Inv #: 5124 ICIA Pd Dt: _____

HP CIA Amt Due: _____ HP CIA Bill Dt: _____ HP CIA Inv #: _____ HP CIA Pd Dt: _____

Resale Amt Due: _____ Resale Bill Dt: _____ Resale Inv #: _____ Resale Pd Dt: _____

Comments: _____

Seim Irrigation & Well Drilling

491 K Road
 Chapman, NE 68827
 (308)-986-2345

Estimate

Date	Estimate #
11/30/2018	787

Name / Address
Mark Creutzberg

			Project
Description	Qty	Rate	Total
SEC. 30-14-4 POLK COUNTY ESTIMATE TO PULL OLD PUMP & INSTALL NEW SUBMERSIBLE PUMP FOR PIVOT			
10HP SUBMERSIBLE-INCLUDES; PUMP & MOTOR/60 FT 4"CERTA-LOC PIPE & CLPS/FERNCO & SHOURD/WIRE TO TOP OF GROUND/STEEL HEAD PLATE& FITTINGS 460 V 200 GPM @ 135' TDH		6,878.00	6,878.00T
LABOR & TRUCK TIME TO PULL PUMP		500.00	500.00
LABOR/FREIGHT/INSTALLATION OF PUMP		500.00	500.00
CREDIT ON OLD PUMP		-2,100.00	-2,100.00
CREDIT ON OLD GEAR DRIVE		-400.00	-400.00
ESTIMATE GOOD FOR 30 DAYS			
Subtotal			\$5,378.00
Sales Tax (5.5%)			\$378.29
Total			\$5,756.29



1003 11th St.
Aurora, NE 68818
402 631-3415

BID

Date	Bid #
11/27/2018	1644

Name / Address
Mark Creutzberg 2661 15th Rd. Central City, NE 68826

Description	Qty	Rate	Total
Wiring for well/pivot electrical services.			
West well scope of work:			
1. Provide a 100A fusible disconnect under utility meter.			
2. Trench in #2 alum quad from disconnect to well. Bid price includes county road crossing permit.			
3. Provide a size 3 well panel for a 40hp pump near well. Provide and set a galvanized angle iron stand. Hook up ground rod.			
4. Hook up motor. (set by others) Test rotation.			
5. Hook up pivot power.			
Bid	1	3,107.00	3,107.00T
Add if road bore is required. (Hamilton county doesn't allow trench crossing from Nov to May?? I think)	1	550.00	550.00T
Subtotal			3,657.00
East well scope of work:			
1. Provide a fusible disconnect under utility meter.			
2. Trench in approx 730' #2 quad alum from disconnect to well. Bid price includes county road crossing permit.			
3. Provide a 15hp well panel. Provide and set a galvanized angle iron stand. Hook up ground rod.			
4. Hook up submersible to panel. Establish rotation.			
5. Hook up pivot power.			
Bid		2,552.00	2,552.00T
Add if road bore is required. (I'm waiting for a call back from Polk county road superintendant on this)	1	550.00	550.00T
Add to set new submersible. Digger (crane) truck is included.	1	1,000.00	1,000.00T
Subtotal			4,102.00
Subtotal			\$7,759.00
Sales Tax (0.0%)			\$0.00
Total			\$7,759.00