

**APPENDIX D-4**  
**Beneficiary Eligible Mitigation Action Certification**

**BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION**

Beneficiary Shoshone-Bannock Tribes

Lead Agency Authorized to Act on Behalf of the Beneficiary Air Quality Program of the Land Use Department  
*(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)*

<b>Action Title:</b>	VW Mitigation Improvements
<b>Beneficiary's Project ID:</b>	VWM-1
<b>Funding Request No.</b>	<i>(sequential)</i> 1
<b>Request Type: (select one or more)</b>	<input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____
<b>Payment to be made to: (select one or more)</b>	<input checked="" type="checkbox"/> Beneficiary <input type="checkbox"/> Other (specify): _____
<b>Funding Request &amp; Direction (Attachment A)</b>	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

**SUMMARY**

<b>Eligible Mitigation Action</b> <input checked="" type="checkbox"/> Appendix D-2 item (specify): <u>6.e.2</u> <b>Action Type</b> <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal):
<b>Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):</b> Reduce emissions of diesel engines on Tribal government solid waste vehicle by replacing vehicle with a new diesel vehicle. See attached 5.2.2 document for specific information about the vehicle and department affected.
<b>Estimate of Anticipated NOx Reductions (5.2.3):</b> <small>This project will yield an annual NOx reduction of 0.112 short tons (42.2%), resulting in a 1.01 short ton (42.2%) reduction over the lifetime of these vehicles, after replacement. Please see addendum for details.</small>
<b>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):</b> Chief Financial Officer, Department of Finance, Shoshone-Bannock Tribes
<b>Describe how the Beneficiary will make documentation publicly available (5.2.7.2).</b> See 5.2.7.2 Document attached.
<b>Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).</b> Under items 6.e.2, the funds may be drawn for 100% of the cost of the new vehicle. The vehicle costs more than the funding, and the Tribes will cost share the difference of \$14,159.83.
<b>Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).</b> See 5.2.9 Certification attached.

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

Historically, the Fort Hall Reservation contains within its boundary the Eastern Michaud Flats Contamination Superfund Site. However, this mitigation plan does not seek to address those contaminants.

**ATTACHMENTS**  
**(CHECK BOX IF ATTACHED)**

- |                                     |                     |   |
|-------------------------------------|---------------------|---|
| <input checked="" type="checkbox"/> | <b>Attachment A</b> | <b>Funding Request and Direction.</b>   |
| <input checked="" type="checkbox"/> | <b>Attachment B</b> | <b>Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).</b>   |
| <input checked="" type="checkbox"/> | <b>Attachment C</b> | <b>Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).</b>   |
| <input checked="" type="checkbox"/> | <b>Attachment D</b> | <b>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.]</b> |
| <input type="checkbox"/>            | <b>Attachment E</b> | <b>DERA Option (5.2.12). [Attach only if using DERA option.]</b>  |
| <input type="checkbox"/>            | <b>Attachment F</b> | <b>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.]</b> |

**CERTIFICATIONS**

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

1. This application is submitted on behalf of Beneficiary Shoshone-Bannock Tribes, 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: 2-28-2019

*Lori Howell*  
Lori Howell, Air Quality Manager

[NAME]

[TITLE]

Air Quality Program of the Land Use Department

[LEAD AGENCY]

for

Shoshone-Bannock Tribes

[BENEFICIARY]

**[SAMPLE ATTACHMENT B - USE OF THIS FORMAT IS NOT MANDATORY]**

**PROJECT MANAGEMENT PLAN**  
**PROJECT SCHEDULE AND MILESTONES**

Milestone	Date
Lead Agency Provides Notice of Availability of Mitigation Action Funds	1/20/2019
Project Sponsor Submits Proposal to Lead Agency	1/20/2019
Lead Agency Provides Written Approval of Project Sponsor's Proposal	1/20/2019
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	1/29/2019
Trustee Acknowledges Receipt of Project Certification and Funding Direction	03/15/2019
Trustee Allocates Share of Funds for Approved Project	05/15/2019
Lead Agency Directs Funding (Advance Funded Projects)	5/15/2019
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	5/25/2019
Project Sponsor Enters into Contracts, Purchase Orders, etc. - Start	6/5/2019
Project Sponsor Enters into Contracts, Purchase Orders, etc. - Complete	7/5/2019
Project Installation(s) – Start	7/5/2019
Project Installation(s) – Complete	9/5/2019
Project Sponsor provides detailed invoices for all claimed project costs, documentation for emission reduction estimates, required certification documents to Lead Agency to support direction to Trustee for Payment (Reimbursement, Direct-to-Vendor) or final accounting (Forward Funded Projects)	-
Lead Agency completes review and certifies payment direction to Trustee (Reimbursement)	9/30/2019
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	-
Project Sponsor Certifies Project Completion	9/30/2019
Lead Agency Reports Project Completion	10/15/2019

**PROJECT BUDGET**

Period of Performance: 5/15/2019 to 10/15/2019				
Budget Category	Total Approved Budget	Share of Total Budget to be Funded by the Trust	Cost-Share, if applicable (Entity #1)	Cost-Share, if applicable (Entity #2)
1. Equipment Expenditure	\$ 193,479.83	\$ 179,320	\$ 14,159.83	\$ na
2. Contractor Support <i>(Provide List of Approved Contractors as Attachment with approved funding ceilings)</i>	\$	\$	\$	\$ na
3. Subrecipient Support <i>(Provide List of Approved Subrecipients or Grant Awardees as Attachment with approved funding ceilings)</i>	\$	\$	\$	\$ na
4. Administrative <sup>1</sup>	\$ 0.00	\$ 0.00	\$ 0.00	\$ na
<b>Project Totals</b>	\$ 193,479.83	\$ 179,320	\$ 14,159.83	\$ na
<b>Percentage</b>	100 %	92.68 %	7.32 %	na %

<sup>1</sup> Subject to Appendix D-2 15% administrative cap.

**PROJECTED TRUST ALLOCATIONS:**

	2017	2018	2019	2020	2021
1. Anticipated Annual Project Funding Request to be paid through the Trust	\$	\$	\$ 179,320 +	\$	\$
2. Anticipated Annual Cost Share	\$	\$	\$	\$	\$
3. Anticipated Total Project Funding by Year (line 1 plus line 2)	\$	\$	\$ 179,320 +	\$	\$
4. Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$	\$	\$ 0 +	\$	\$
5. Current Beneficiary Project Funding to be paid through the Trust (line 1)	\$	\$	\$ 179,320 +	\$	\$
6. Total Funding Allocated to for Beneficiary, inclusive of Current Action by Year (line 4 plus line 5)	\$	\$	\$ 179,320 +	\$	\$
7. Beneficiary Share of Estimated Funds Remaining in Trust	\$	\$	\$ 179,320 +	\$	\$
8. Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (line 7 minus line 6)	\$	\$	\$ 0 +	\$	\$

## Paragraph 5.2.2 Attachment

### Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits

The Shoshone-Bannock Tribes (“Tribes”) seek to reduce emission of diesel engines on Tribal government vehicles by replacing the older vehicle from our Solid Waste Department with a new diesel vehicle that has NOx reduction devices installed on the vehicle. The current vehicle and its corresponding department is as follows:

#### 1<sup>st</sup> Priority: Solid Waste Department Replacement of Vehicle

Vehicle:            Make: 2007 International  
                          Model: 7600 SBA 6X4  
                          Engine: CUM ISM-425V 410 HP @ 2100 RPM  
                          VIN: 1HTWYAHT47J575717  
                          Delivered 11/30/2007  
                          Replacement of Vehicle: \$193,479.83

Total Proposed for Current Request: \$193,479.83 Equipment Expenditure

Amount funding with trust funds        \$179,320.00

Amount paid by Beneficiary                \$ 14,159.83

\$179,320.00 Total Request

The International is a vehicle utilized by our solid waste department to control waste. The services provided by the solid waste vehicle is vital to the health and welfare of our Tribes. Tribes may seek newer or better model than the 2020 HX 620 if available by time of distribution of trust monies. Tribes are making up difference of cost of new vehicle since amount provided will not be sufficient to cover the cost 100%.

**Paragraph 5.2.3**  
**Estimate of Anticipated NOx Reduction**

The Shoshone-Bannock Tribes estimated the NOx and other pollution reduction by utilizing the Diesel Emissions Quantifier located on the website of the United States EPA. The estimated annual NOx Reduction by vehicle is attached hereto.



## Emission Results and Health Benefits for Project: VW Settlement

### Emission Results

Here are the combined results for all groups and upgrades entered for your project.<sup>1</sup>

<u>Annual Results (short tons)<sup>2</sup></u>	NO <sub>x</sub>	PM2.5	HC	CO	CO <sub>2</sub>	Fuel <sup>3</sup>
Baseline of Entire Project	0.266	0.001	0.005	0.022	67.6	6,010
Baseline for Upgraded Vehicles	0.133	0.001	0.003	0.011	33.8	3,005
Amount Reduced After Upgrades	0.112	0.000	0.001	0.005	0.8	72
Percent Reduced After Upgrades	42.2%	20.9%	23.2%	23.3%	1.2%	1.2%

<u>Lifetime Results (short tons)<sup>2</sup></u>	NO <sub>x</sub>	PM2.5	HC	CO	CO <sub>2</sub>	Fuel <sup>3</sup>
Baseline of Entire Project	2.396	0.013	0.045	0.196	608.5	54,090
Baseline for Upgraded Vehicles	1.198	0.007	0.023	0.098	304.3	27,045
Amount Reduced After Upgrades	1.010	0.003	0.010	0.045	7.3	648
Percent Reduced After Upgrades	42.2%	20.9%	23.2%	23.3%	1.2%	1.2%

### Lifetime Cost Effectiveness (\$/short ton reduced)

<b>Capital Cost Effectiveness<sup>4</sup></b> (unit & labor costs only)	\$186,153	\$68,757,129	\$17,912,398	\$4,132,924	\$25,789	
<b>Total Cost Effectiveness<sup>4</sup></b> (includes all project costs)	\$0	\$0	\$0	\$0	\$0	

<sup>1</sup> Emissions from the electrical grid are not included in the results.

<sup>2</sup> 1 short ton = 2000 lbs.

<sup>3</sup> In gallons; fuels other than ULSD have been converted to ULSD-equivalent gallons.

<sup>4</sup> Cost effectiveness estimates include only the costs which you have entered.

<u>Remaining Life</u>	Air Quality: Refuse Hauler   Refuse Hauler	9 years
	2007 International Solid : Refuse Hauler   Refuse Hauler	9 years

**ATTACHMENT D**

**Paragraph 5.2.6**

**Detailed Cost Estimates from Selected or Potential Vendors for  
Each Proposed Expenditure**

## **2007 International**



**Idaho Falls ID**  
 4060 West Andco Drive  
 Idaho Falls, ID 83402  
 208-529-3140  
 888-877-5444

# Customer Proposal Letter

Shoshone-Bannock Tribes  
 Box 306  
 Fort Hall, ID 83203  
 (208) 236-1003

Rebecca Hugues, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

## VEHICLE

Make International Model HX620 Year 2020 Stock Number To Be Determined  
 Additional Vehicle and Accessories Description \_\_\_\_\_  
 To be delivered on or about \_\_\_\_\_

Quantity	1	Total
Truck Price per Unit	\$172,696.00	\$172,696.00
F.E.T. (Factory & Dealer Paid)	\$20,470.83	\$20,470.83
Net Sales Price	\$193,166.83	\$193,166.83
Optional Extended Warranty(ies)		
State Sales Tax		
License/Title/Registration	\$14.00	\$14.00
Documentary Fee	\$299.00	\$299.00
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$193,479.83	\$193,479.83
Trade Allowance (see DISCLAIMER Below)		\$0.00

Sales Representative

*Daris Howard*  
 signature

Daris Howard

Purchaser

signature

printed name

title

printed name

Accepted by Sales Manager or General Manager

signature

date

printed name

Quote good until 3/28/2019

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.



# **Hx620 SBA 6x4**

Sales Proposal For:

**Shoshone-Bannock Tribes**

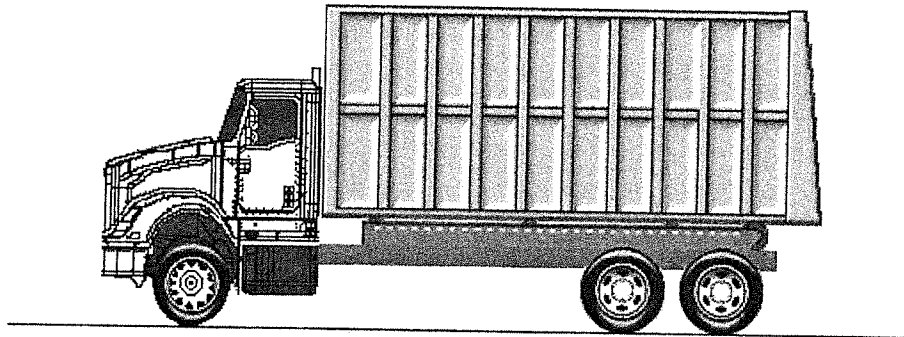
Presented By:

**RUSH TRK CTR OF ID**

**Prepared For:**  
Shoshone-Bannock Tribes  
Mark DeVisser  
PO Box 306  
Fort Hall, ID 83203-0306  
(208)236 - 1003  
Reference ID: N/A

**Presented By:**  
RUSH TRK CTR OF ID  
Daris Howard  
4060 WEST ANDCO DRIVE  
IDAHO FALLS ID 83402 -  
(208)529-3140

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
**2020 HX620 SBA 6x4 (HX62F)**

<b>APPLICATION:</b>	Roll-On/Roll-off
<b>MISSION:</b>	Requested GVWR: 72000. Calc. GVWR: 58350 Calc. Start / Grade Ability: 17.21% / 2.71% @ 55 MPH Calc. Geared Speed: 93.1 MPH
<b>DIMENSION:</b>	Wheelbase: 260.00, CA: 191.00, Axle to Frame: 57.00
<b>ENGINE, DIESEL:</b>	{Cummins X15 485} Performance Series, EPA 2017, 485HP @ 1950 RPM, 1850 lb-ft Torque @ 1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 4000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
<b>AXLE, REAR, TANDEM:</b>	{Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends Gear Ratio: 4.10
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 11R22.5 Load Range G ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(8) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, TANDEM:</b>	{Hendrickson HMX-460-54} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
<b>FRAME REINFORCEMENT:</b>	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
<b>PAINT:</b>	Cab schematic 100LX Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HX62F00	Base Chassis, Model HX620 SBA 6x4 with 260.00 Wheelbase, 191.00 CA, and 57.00 Axle to Frame.
1652	CROSSMEMBER, REAR Relocated to End of Frame
1AMS	CROSSMEMBER, FRAME TIE for Heavy Duty
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LTE	BUMPER, FRONT Contoured, Aluminum, Stainless Steel Clad, Heavy Duty
1WRW	TOW HOOK, FRONT (2) Frame Mounted; 80,000-lb. Total Capacity
1WXM	WHEELBASE RANGE 238" (605cm) Through and Including 295" (750cm)
2ARY	AXLE, FRONT NON-DRIVING (Meritor MFS-20-133A) Wide Track, I-Beam Type, 20,000-lb Capacity
3AGR	SUSPENSION, FRONT, SPRING Two Stage Multileaf, Shackle Type, 20,000-lb Capacity, Less Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: DRAIN VALVE Twist-Type
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: PARKING BRAKE VALVE For Truck
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes)
	: SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes)
	: SPRING BRAKE MODULATOR VALVE SR-7 with relay valve for 6x4/8x6
	: SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) with Automatic Traction Control
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4JCC	BRAKES, REAR, AIR DISC 22.5 Dia, Includes 18/24" Sq. In. Brake Chambers
4JCN	BRAKES, FRONT, AIR DISC 22.5 Dia, Includes 20" Sq. In. Brake Chambers
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4WEY	BRAKE PACKAGE, REAR {Bendix Spicer ADB22X} Air, Disc Type, Extended Service; Size 22.5"
4WEZ	BRAKE PACKAGE, FRONT {Bendix Spicer ADB22X} Air, Disc Type, Extended Service; Size 22.5"
4WHA	DUST SHIELDS, FRONT BRAKE {Bendix Spicer ADB22X} Pad, with Air Disc Brakes
4WHN	DUST SHIELDS, REAR BRAKE {Bendix Spicer ADB22X} Pad, with Air Disc Brakes
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power



<u>Code</u>	<u>Description</u>
7BLJ	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Right Side Cab Mounted
7SAP	ENGINE COMPRESSION BRAKE {Cummins} Interbrake For Cummins Signature/ISX/X15 Engines; Furnished with Engine
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum
7WDT	TAIL PIPE (1) Straight Type, Non-Bright, for Single Exhaust
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: HAZARD SWITCH Integral with Turn Signal Switch
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature
	: TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8653	HORN, AIR Single, Located Under Cab
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, without Splitter, Separate Lead-Ins, with CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror
8VAY	HORN, ELECTRIC Disc Style
8VUK	BATTERY BOX Aluminum, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post
8WDG	BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA
8WEZ	TURN SIGNAL SWITCH Self-Canceling
8WLL	LIGHT, WORK (1) Pedestal Mounted BOC with Switch on Instrument Panel
8WNH	RUNNING LIGHT (2) Daytime
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8WXY	BATTERY DISCONNECT SWITCH {Cole-Hersee} for Cab Power Disconnect Switch, Lever Operated, Does Not Disconnect Charging Circuits, Cab Mounted
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XCD	TOGGLE SWITCH, AUXILIARY (6) with Six 20-Amp Fuses/Circuit Breakers
8XHT	HEADLIGHTS Halogen, Composite Combination

<u>Code</u>	<u>Description</u>
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ASE	FRONT END Tilting Composite
9HCL	GRILLE , Black Vertical Accent Bars with Black Mesh
9WAC	BUG SCREEN Mounted Behind Grille
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "LX"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12864	BLOCK HEATER, ENGINE {Phillips} 120V/1500W
12ELD	ENGINE, DIESEL {Cummins X15 485} Performance Series, EPA 2017, 485HP @ 1950 RPM, 1850 lb-ft Torque @ 1150 RPM, 2000 RPM Governed Speed, 497 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
12VBB	AIR CLEANER Dual Element
12VGU	ENGINE CONTROL, REMOTE MOUNTED for X15 Engines
12VHA	FEDERAL EMISSIONS {Cummins X15} EPA, OBD and GHG Certified for Calendar Year 2019
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted
12WYZ	RADIATOR DRAIN & FILL FITTING SPECIAL; To Vacuum Out or Fill the Cooling System from the Bottom of Radiator, for Use with Quick-Connect Radiator Drain Tool or Shop Coolant Evacuation-Fill System
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBC	RADIATOR Aluminum; Welded, Down Flow System, Front to Back, 1325 SqIn, 806 SqIn CAC
13ATR	TRANSMISSION, AUTOMATIC {Allison 4000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WCU	OIL COOLER, AUTO TRANSMISSION {Modine} Remote Mounted; Not for use with Retarder
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAZ	PTO CONTROL, DASH MOUNTED For Customer Provided PTO, Includes Switch and Wiring, for Allison Transmission
14862	PDL WARNING BUZZER Power Divider Lock

<u>Code</u>	<u>Description</u>
14AJX	SHIELD, TEMPERATURE SENSOR Mounted to Rear Axle
14HRC	AXLE, REAR, TANDEM {Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 4.10
	<u>Notes</u> : Axle Lead Time is 45 Days
14ULY	SUSPENSION, REAR, TANDEM {Hendrickson HMX-460-54} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions
14WBN	DIFF. SWITCH CONTROLS Two Independent Switches for Control Traction Differentials on Tandem Rear Axles, Mounted on Dash
14WZY	AXLE SHAFT MODIFICATION Axle Shaft Flanges Modified for 0.625" Diameter Drive Studs with Solid Type Cone-Locks
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor
15LNA	FUEL HEATER {Cummins} Plumbing for Thermal Recirculation Valve (TRV) Mounted to Cummins X15 Engines; Thermostatically Controlled
15SJR	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 100 US Gal (379L), Mounted Left Side, Under Cab
16031	CAB Conventional, Day Cab
	<u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) LED Roof Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CONSOLE, CENTER Includes Two Cup Holders with Ash Cup and One Additional Storage Area : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (2) One Each Side : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : SPEAKERS IN CAB (4) Two Located in B-Pillar, Two Located Overhead on Driver and Passenger Sides : STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English with English Electronic Speedometer
16HGL	GAUGE, OIL TEMP, REAR AXLE
16HGN	GAUGE, AIR APPLICATION
16HKB	GAUGE, MANIFOLD PRESSURE Data Link Driven; Mounted in Instrument Panel, Includes Controller Module
16JPD	SEAT, DRIVER {National 2000 Model 195} Air Suspension, High Back, Vinyl Boxing with Cloth Facing, 2 Arm Rests, Isolator, Adjuster, 3 Chamber Lumbar, 6 Position Front Cushion Adjust, 3 Position Rear Cushion Adj, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover
16RAN	SEAT, PASSENGER {National 2000 Model 192} Non Suspension, High Back, Vinyl Boxing with Cloth Facing, 11 Degree Back Angle Adjust
16SNR	MIRRORS (2) Power Adjust, Thermostatically Controlled Heated Heads, LED Clearance Lights, Bright Finish Heads and Arms, Black Brackets, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides
16VKA	CAB INTERIOR TRIM Diamond, for HX Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Velcro Strap for CB Radio Mounting; Two with Netting : DOME LIGHT, CAB (2) Rectangular, Door Activated; Above Door Mounted, One Each Side

<u>Code</u>	<u>Description</u>
	: FLOOR COVERING Rubber, Black
	: SUN VISOR (2) Vinyl with Toll Ticket Strap
16VRT	HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates
16VZA	WINDOW, REAR 52.25" Wide
16WAK	WINDOW, POWER (2) in Left and Right Doors
16WJG	CAB DOOR LOCKS Power
16WKB	AIR CONDITIONER {International Blend-Air} with Integral Heater & Defroster
16WKR	WINDSHIELD Single Piece
16WLD	CAB REAR SUSPENSION Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights
16XWJ	WINDSHIELD WIPER BLADES Snow Type
16ZDU	GRAB HANDLE Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, without Frame Access or Chassis Skirts
27DVN	WHEELS, FRONT {Accuride 42644} DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DVN	WHEELS, REAR {Accuride 42644} DUAL DISC; 22.5x8.25 Rims, Standard Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
7372135423	(8) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7372138132	(2) TIRE, FRONT 11R22.5 Load Range G ENDURANCE RSA (GOODYEAR), 496 rev/mile, 75 MPH, All-Position
<b>Services Section:</b>	
40124	WARRANTY Standard for HX Series, Effective with Vehicles Built December 7, 2015 or Later, CTS-2015A
1	SP
2	Roll of body

## **Paragraph 5.2.7.2**

### **Description of How Beneficiary Will Make Documentation**

#### **Publicly Available**

The Shoshone-Bannock Tribes will establish a webpage dedicated to the funding received from the VW Settlement Trust, which will include a link for members of the public to request additional information and documents related to the funding request and expenditure of funds. The Tribes will endeavor to respond to such requests within ten (10) business days and, when documents are requested, will advise the individual within that timeframe of the procedure for reviewing such documents.

The Shoshone-Bannock Tribes follow Tribal and Federal law and all applicable laws governing the access and distribution of information and publication of confidential business and personally identifiable information. The information disclosure is subject to the Shoshone-Bannock Tribes' Privacy Act, however, the Fort Hall Business Council, the governing body for the Tribes, has passed a resolution that authorized the public disclosure of said information to the extent not in violation of federal law, such as the Indian Reorganization Act of 1934, United States Privacy Act or HIPAA. Personally identifiable information will be redacted or not shared.

## Paragraph 5.2.9

### Certification of How Beneficiary Complied with 4.2.8, Related to Notice to U.S. Government Agencies

The Shoshone-Bannock Tribes (“Tribes” or “Certifying Entity”) certify that, not later than 30 Days after being deemed a Beneficiary pursuant to subparagraph 4.0.2.1 hereof, the Tribes will provide a copy of this Indian Tribe Trust Agreement with Attachments to the U.S. Department of the Interior, the U.S. Department of Agriculture, and any other Federal Agency that has custody, control, or management of land within or contiguous to the territorial boundaries of the Certifying Entity and has by then notified the Certifying Entity of its interest hereunder, explaining that the Certifying Entity may request Eligible Mitigation Action funds for use on lands within that Federal Agency’s custody, control, or management (including, but not limited to, Clean Air Act Class I and II areas), and setting forth the procedures by which the Certifying Entity will review, consider, and make a written determination upon each such request. For the U.S. Department of the Interior and the U.S. Department of Agriculture, Beneficiaries may provide notice as required by this subparagraph to the following:

Department of the Interior:  
National Park Service, Air Resources Division  
VW Settlement  
P.O. Box 25287  
Denver, CO 80225-0287  
Or via email to: [vwsettlement@nps.gov](mailto:vwsettlement@nps.gov).

Tim Allen or other designated representative  
U.S Fish and Wildlife Service  
National Wildlife Refuge System  
Branch of Air Quality  
Re: VW Settlement  
7333 W. Jefferson Ave., Suite 375  
Lakewood, CO 80235-2017  
Or via email to: [VW\\_Settlement@fws.gov](mailto:VW_Settlement@fws.gov)

Department of Agriculture:  
Linda Geiser or other designated representative  
National Air Program Manager  
[lgeiser@fs.fed.us](mailto:lgeiser@fs.fed.us)  
(202) 756-0068

Bret Anderson or other designated representative  
National Air Modeling Coordinator  
[baanderson02@fs.fed.us](mailto:baanderson02@fs.fed.us)  
(970) 295-5981

## **Paragraph 5.2.11**

### **Attachment C**

#### **Detailed Plan for Reporting on Eligible Mitigation Action Implementation**

Reporting on EMAs will take place quarterly. Reports will be posted on the Shoshone-Bannock Tribes' ("Tribes'") website no more than 30 days after the end of each calendar quarter, starting with the period from April 1, 2019–June 30, 2019, and also provided to the Trustee via Intralinks. The Tribes will oversee the proposed EMAs as follows:

- The Tribes' Finance Department and Air Quality Program will review and audit expenditures of EMAs to ensure compliance with applicable law.
- The Tribes will maintain and make publicly available all documentation submitted in support of the funding request, as well as records supporting all expenditures of EMA funds, subject to applicable laws governing the publication of confidential business information and personally-identifiable information. The Tribes' propose posting such documentation on our website. The Air Quality Program of the Tribes will work with the Tribes' Public Relations Office in posting this documentation to ensure that all information is true, accurate, and easy to access. Information will also be provided upon request. If the material is not already posted on the Tribes' Website under the Air Quality Program of the Land Use Department Page, the procedure by which the Tribes' shall make such documentation publicly available is: requests shall be made to the Air Quality Manager, Lori Howell, whereupon a representative from the Air Quality Program will confer with the Tribes' attorney. Upon approval from the office of Tribal Attorney that none of the information requested violates federal or tribal law, the Air Quality Program will provide the available documents or provide an explanation as to why they will not be released within 20 days of receipt of the request.
- The funding is not sufficient to cover the entire cost of the solid waste vehicle. Tribes propose to cost-share the remaining balance of the vehicle of \$14,159.83. The Tribes own all of the cited diesel vehicles and engines and will own any replacement vehicles/engines. The Tribes will also own any EV charging stations sought. Support of these activities will be undertaken by appropriate Tribal employees as a part of their regular job duties. Such job duties can be quantified and reported upon, if needed.

- Upon the termination or completion of any EMA, any unused EMA funds shall be returned by the Shoshone-Bannock Tribes to the Trustee, to ultimately be returned to the Tribal Allocation Subaccount.
- The Shoshone-Bannock Tribes understand that for each EMA, the Tribes shall submit a semiannual report to the Trustee (via Intralinks) describing the progress made on implementing each EMA during the six-month period leading up to the reporting date. This report shall include a summary of all costs expended on the EMA through the reporting date. The first report shall be submitted no later than six months after receiving the 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).
- These reports will include a complete description of the status (including actual or projected termination date), development, implementation, and any modifications to each approved EMA. The Tribes will group multiple EMA's into one report. These reports will be signed by an official with the authority to submit the report for the Tribes and will contain an attestation that the information is true and correct, and that the submission is made under penalty of perjury.