

Volkswagen Environmental Mitigation Trust: Eligible Mitigation Action Semi-Annual Report

January 2021

This report is hereby presented to Wilmington Trust, N.A., acting in its capacity as Trustee for the Indian Tribe Mitigation Trust (“Trust”) pursuant to the Environmental Mitigation Trust Agreement for Indian Tribe Beneficiaries entered into between the Settling Defendants, the United States, and the State of California. The Swinomish Indian Tribal Community (“Tribe”, or “Beneficiary”) submits this report in compliance with the reporting requirements described in Section 5.3 of the Modified Trust Agreement.

Beneficiary Name: Swinomish Indian Tribal Community

Funding Cycle: Second

Reporting Period: May 2020 – January 2021

Lead Agency: Swinomish Indian Tribal Community, Office of Tribal Attorney

Lead Agency Contact: Weston LeMay

Summary of Eligible Mitigation Action (EMA) Expenditures

Funding Source	Amount	Description
VW Settlement Funds	\$102,317.00 \$16,915.00	<i>EMA 1: F-750 replacement</i> <i>EMA 2: ZEV chargers (permit, purchase, and installation)</i>
Tribal Funds	N/A	N/A
EPA DERA Funds	N/A	N/A

Eligible Mitigation Action Status (per Section 5.3 of Trust)

EMA Description and Status Summary:

Mitigation Action 1 – Medium Trucks: replace two diesel-powered Class 4-7 Local Freight Trucks (Medium Trucks) with two modern, low-emissions diesel trucks.

Status: *Substantially complete.* The Tribe requested and received updated quotes for both trucks in June 2020. Both revised quotes were substantially higher than the quotes relied upon by the Tribe when preparing the Round 2 D-4. Because of the increased cost, the Tribe’s allocated Round 2 funds could only support the replacement of one truck. Accordingly, the Tribe filed the appropriate Budget modification with the Trustee in July 2020 (see attached) and proceeded with the purchase of one low-emission Medium Truck. Although delayed by COVID-19, the Tribe has also made arrangements with a local business to decommission the original vehicle as per Trust requirements. The Tribe will submit proof of destruction with our final reporting.

Projected date of completion: March 31, 2021 (*delayed due to COVID-19*)

Mitigation Action 2 – Light Duty ZEV: purchase, install, and operate Light Duty Zero Emission Vehicle (ZEV) Supply Equipment.

Status: Complete. The Tribe has successfully purchased and installed two Level II electric vehicle chargers. Both chargers are currently operational.

Mitigation Action 3 – Administrative Expenditures: partially fund Tribe’s administrative expenses.

Status: Substantially complete. Tribal staff have maintained records of time and eligible expenses. As the final stages of EMA 1 are completed, staff will work with the Tribe’s Accounting Department to reconcile final administrative costs and submit the necessary documentation with the Tribe’s final reporting.

Projected date of completion: March 31, 2021(*delayed due to COVID-19*)

EMA Development (planning work accomplished for the project):

Mitigation Action 1: The Tribe identified one Class 6 diesel truck (a 2008 Ford F550 with attached snowplow) and one Class 7 diesel truck (a 2005 Ford F750 Dump Truck) eligible for replacement under the terms of the Trust. While preparing the D-4, the Tribe obtained quotes for qualifying replacement vehicles (2019 or newer diesel F550 and F650 trucks). Due to the length of time between the date of the original quotes and receipt of Trust funds, it was necessary to obtain updated vehicle quotes. As discussed above, when the Tribe received updated quotes for the F550 and F650 vehicles it became clear that the Tribe could not replace both trucks with the funds allocated in Round 2. The Tribe chose to replace the F-750 dump truck and filed a modified Budget with the Trust reflecting this change (attached). The Tribe also identified, contacted, and made arrangements with a local business capable of decommissioning the F-750 vehicle to the Trust’s specifications.

Mitigation Action 2: The Tribe first chose an appropriate make and model of EVSE charger (dual-plug Level II chargers manufactured by Clipper Creek), then identified ZEV charger sites and contracted with a local electrician to purchase and install Charger #1. The Tribe reviewed and selected potential sites, and completed purchase and installation of Charger #2. Both chargers are operational and providing benefit to the community.

Mitigation Action 3: Tribal staff continue to maintain time and expense records in preparation for final accounting and budget reconciliation.

EMA Implementation (purchases, construction/installation of infrastructure, etc.):

Mitigation Action 1: The Tribe completed purchase of the F-750 replacement vehicle, a lower-emission 2021 F-650 diesel truck (see attached purchase invoice). The Tribe is also contracting with a local business to properly decommission the replacement vehicle. The Tribe anticipates completion of this final EMA 1 action in February or March 2021.

Mitigation Action 2: Both sets of chargers have been purchased, installed and are operational.

Mitigation Action 3: The Tribe will prepare a final accounting with administrative costs once EMA 1 is complete and administrative costs have been reconciled. The Tribe anticipates providing this accounting by March 31, 2021.

Modifications to Approved EMAs (including changes to equipment costs, tribal cost share, etc.):

The Tribe submitted a D-4 modification in July 2020, which reflected the updated quotes for the diesel replacement vehicles (EMA 1), a revised Budget, and updated the location of Charger #2 (EMA 2). The Tribe has substantially completed EMA 1 and completed EMA 2 based on that modification. The Tribe does not anticipate modifications to EMA 3 at this time.

I, Weston LeMay, attest that the information provided in this report is true and correct and that the submission of this report is made under penalty of perjury.

This report has been submitted to the Trustee on this day, January 26, 2021, via the Intralinks online file sharing platform.

Signature: 

Weston LeMay, Staff Attorney, Lead Agency Contact

Volkswagen Settlement Budget 2019/2020
Swinomish Indian Tribal Community
REVISED

Equipment

2020 F-650 w/ warranty	\$102,317.00
EVSE Stations	\$26,919.75

Total Cost Equipment: **\$129,236.75**

Administration

Personnel	\$12,539.99
Fringe (46.50%):	\$5,831.10
Indirect (35.37%):	\$4,435.40

Total Cost Administration: **\$22,806.49**

Total (Equipment + Administration): **\$152,043.24**

Remaining allocation: \$27,421.76

VEHICLE BUYER'S ORDER

DATE 06/30/2020

396526 21-0004 1B



3100 Bickford Avenue, P.O. Box 1119, Snohomish, WA 98291-1119
(425) 334-4045 • (360) 568-2122 • (800) 872-1330 Fax (360) 568-8255

BUYER SWINOMISH INDIAN TRIBAL COMM RES. PHONE (360) 333-3911 BUS PHONE (360) (360)333-3911
ADDRESS 11404 MOURAGE WAY CITY LACONNER COUNTY SKAGIT STATE WA ZIP 98257

STOCK NO. <u>21-0004</u>	YEAR <u>2021</u>	NEW <u>XX</u>	USED	COLOR <u>WHITE</u>	MAKE <u>FORD</u>	MODEL <u>F650</u>	VIN NUMBER <u>1FDNF6DE8MDW03413</u>
Title Brands/Comments (if applicable) _____ REBUILT _____ JUNK _____ SALVAGE/REBUILT _____ DESTROYED _____ OTHER _____							

LICENSE NO. WA	TAB	EXP
ODOMETER READING	<u>18</u>	

The owner of a vehicle may be required to spend up to \$150 for repairs if the vehicle does not meet the vehicle emission standards under chapter 70.120 RCW. Unless expressly warranted by the motor vehicle dealer, the dealer is not warranting that this vehicle will pass any emission tests required by federal or state law.

X St Edwards
SIGNATURE (DO NOT INITIAL)

NOTICE TO BUYER REGARDING THE AIRBAGS ON THIS VEHICLE
_____ an "on/off switch" has been installed on the airbag(s)
_____ the airbag(s) have been deactivated.

A. USED VEHICLE TRADE-IN		
YEAR	MAKE	MODEL
MILEAGE	VIN#	
BALANCE OWED TO:		
LIENHOLDER'S ADDRESS		

B. SECOND VEHICLE TRADE-IN		
YEAR	MAKE	MODEL
MILEAGE	VIN#	
BALANCE OWED TO:		
LIENHOLDER'S ADDRESS		

Gross trade-in allowance for (A)	\$	<u>N/A</u>
Less estimated balance owed on (A)	\$	<u>N/A</u>
Gross trade-in allowance for (B)	\$	<u>N/A</u>
Less estimated balance owed on (B)	\$	<u>N/A</u>
*ESTIMATED NET ALLOWANCE ON TRADE-IN(S)	\$	<u>N/A</u>

*Buyer acknowledges that the payoff and/or lien balance on the trade-in vehicle as described above is only an estimated figure, subject to verification and confirmation from the lienholder as to the exact dollar amount. In the event the payoff/lien balance exceeds the above-stated amount, such additional amount shall, at the option of the Dealer, be added to the total cash price of the vehicle and shall be paid to the dealer on request or added to the amount being financed.

X _____
SIGNATURE (DO NOT INITIAL)

1. BASE PRICE OF VEHICLE	<u>74880.00</u>
2. DEALER ADDED OPTIONS: DUMP BED	<u>34437.00</u>
3. BASE PRICE OF VEHICLE AND OPTIONS (1 PLUS 2)	<u>108517.00</u>
4. ESTIMATED Vehicle Excise Tax, License, Title and Registration Fees, Bank Title Lien Release Fee (including \$3.00 Arbitration Fee on New Cars) (\$2.50 Dealer Administrative Fee)	<u>650.00</u>
5. DOWN PAYMENT (Not receipt for cash received.)	(A) CASH <u>N/A</u> (B) REBATE <u>7000.00</u>
6. ESTIMATED Net Trade-In Allowance	<u>N/A</u>
7. TOTAL CREDITS (5 + 6)	<u>7000.00</u>
8. SALES TAX (Calculated on the difference between Cash Price of Vehicle and Options (Line 3 above) and Gross Trade-in Allowance)	<u>N/A</u>
9. DOCUMENTARY SERVICES FEE	<u>150.00</u>
10. SERVICE CONTRACT	<u>N/A</u>
11. MAINTENANCE CONTRACT	<u>N/A</u>
12. SALES TAX (For Service Contract and/or Maintenance Contract)	<u>N/A</u>
13. INSURANCE (Life, Disability, etc.)	<u>N/A</u>
14. OTHER	<u>N/A</u>
15. TOTAL CASH PRICE OF VEHICLE (3 + 4 + 8 + 9 + 10 + 11 + 12 + 13 + 14)	<u>109317.00</u>
16. UNPAID BALANCE OF CASH PRICE DUE ON DELIVERY (15 - 7)	<u>102317.00</u>
17. UNPAID BALANCE - AMOUNT FINANCED (15 - 7)	<u>102317.00</u>

FINANCING CONDITION: IF A RETAIL INSTALLMENT CONTRACT OR NOTE AND SECURITY AGREEMENT IS SIGNED IN CONJUNCTION WITH THIS BUYER'S ORDER COLLECTIVELY, THE AGREEMENT IS BINDING UPON EXECUTION, PROVIDED HOWEVER, THAT THE DEALER WILL HEREAFTER ASSESS THE BUYER'S CREDITWORTHINESS AND IF THE DEALER DOES NOT HEREAFTER APPROVE FINANCING ON ACCOUNT OF THE BUYER'S CREDITWORTHINESS AND SUBSEQUENTLY NOTIFIES BUYER OF SUCH DISAPPROVAL THIS AGREEMENT IS VOID, EXCEPT AS PROVIDED IN PARAGRAPH 6 ON THE REVERSE SIDE HEREOF.

ARBITRATION PROVISION: THIS ARBITRATION PROVISION GREATLY AFFECTS YOUR LEGAL RIGHTS IN ANY DISPUTE WITH US. PLEASE READ IT CAREFULLY BEFORE SIGNING. YOU OR WE SHALL SUBJECT TO THE TERMS HEREOF, HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

All disputes between the Parties and/or their designees ("Parties"), whether in contract, tort or otherwise - including the interpretation and scope of this provision, and the arbitrability of the claim or dispute between you and us or our employees, agents, successors or assigns, that arise out of or relate to this Agreement or any resulting transactions shall, at your or our election be resolved by neutral, binding arbitration, and not by a court action, in accordance with the laws of the State of Washington. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. If the Parties do not agree on a single arbitrator within ten (10) days following demand therefore, then the arbitrator shall be appointed by Washington Arbitration & Mediators Service. The Parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either, and that any dispute between the Parties will not be heard and decided by a judge or jury. You are responsible for the cost of the arbitration filing fee up to the amount of the filing fee for Superior Court. We will pay any balance of the arbitration filing fee in excess of that amount, and are also responsible for paying any arbitration costs you would not otherwise be responsible for had you filed your claim in Superior Court. We are not required to pay any costs or fees you would otherwise be required to pay had you filed your claim in Superior Court, including but not limited to: deposition fees, expert and fact witness fees, attorney's fees (not otherwise recoverable as specifically provided for but limited by statute), reproduction costs, and costs related to electronic discovery. The arbitrator's decision and/or award shall be final and binding on all parties, and may be sued upon or enforced in any court of competent jurisdiction.

You and we retain the right to self-help remedies, such as repossession, and the right to seek remedies in either bankruptcy court or small claims court for disputes within those courts' jurisdiction, unless such action is transferred, removed, or appealed to a different court. This clause shall survive any termination, payoff, or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

Notwithstanding this provision, buyers covered by the Military Lending Act are not obligated to engage in arbitration. By setting forth his or her initials, Buyer acknowledges that this Buyer's Order contains the above arbitration provision, and agrees that he or she has read and agrees to the same. BUYER _____ CO-BUYER _____

BUYER AGREES THAT THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK SIDE HEREOF THAT THIS AGREEMENT CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT INCLUDING ORAL AGREEMENTS AND, AS OF THE DATE BELOW, COMPRISES, WITH ANY RETAIL INSTALLMENT CONTRACT, SERVICE CONTRACT, INSURANCE CONTRACT, AND OTHER AGREEMENTS AND ACKNOWLEDGMENTS SIGNED CONTEMPORANEOUS HEREWITH, THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT BUYER HAS READ ITS TERMS AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION ON THE WINDOW FORM OF THE VEHICLE IS ALSO A PART OF THIS ORDER AND OVERRIDES ANY CONTRARY PROVISIONS OF THIS ORDER.

X St Edwards 06/30/2020
Buyer's Signature Date Dealer or Dealer's Authorized Representative
HUDSON, DANIEL
X _____
Co-Buyer's Signature Date Salesperson's Name



521 E. VICTORIA AVE.
 BURLINGTON, WA 98233
 PH: 360-755-1145
 FAX: 360-755-9722

Customer # 3812

Customer: Swinomish Indian Tribal Comm
 EMAIL INVOICES
 11404 Moorage Way
 La Conner WA 98257

Attn: Rebecca Larsen
 Ph: (360) 466-7380
 Fax: (360) 466-4355

INVOICE

Page 1 of 1

Invoice #: 28310
 Invoice Date: 2/12/2020
 Due Date: 2/12/2020

Job #: 15388 SITC-EV Charger #1
 Ordered By: Accounts Payable
 PO# /Order #:
 EMAIL INVOICES
 11404 Moorage Way
 La Conner WA 98257

Work Performed:
 Final invoice-Construction Services Agreement- Admin
 EV Charge Unit project.

Item #	Description	Qty	UOM	Unit Price	Extended Price
OTB	Final Invoice- 100% of Contract \$6,378.00	1.00	E	6,378.00	6,378.00

Subtotal:	6,378.00
Sales Tax %0.00	0.00
Total Due:	6,378.00



521 E. VICTORIA AVE.
 BURLINGTON, WA 98233
 PH: 360-755-1145
 FAX: 360-755-9722

INVOICE

Page 1 of 1

Invoice #: 29296
 Invoice Date: 12/31/2020
 Due Date: 12/31/2020

Customer # 3812

Customer: Swinomish Indian Tribal Comm
 EMAIL INVOICES
 11404 Moorage Way
 La Conner WA 98257

Attn: Rebecca Larsen
 Ph: (360) 466-7380
 Fax: (360) 466-4355

Job #: 15405 SITC-Two EV Chargers *Charger #2*
 Ordered By: Keri Cleary
 PO# /Order #:
 EMAIL INVOICES
 11404 Moorage Way
 La Conner WA 98257

Work Performed:
 New EV charge station at H/R building.

Item #	Description	Qty	UOM	Unit Price	Extended Price
OTB	Installation Labor	1.00	E	2,765.00	2,765.00
OTB	Installation Materials	1.00	E	2,155.00	2,155.00
OTB	EV Charge Unit	1.00	E	1,565.00	1,565.00
OTB	Concrete and Excavation	1.00	E	5,755.00	5,755.00
OTB	Project Cost Discount	-1.00	E	1,850.00	-1,850.00

Subtotal:
 Sales Tax % 0.00
 Total Due:

Date stamp



SWINOMISH INDIAN TRIBAL COMMUNITY

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT
11430 Moorage Way, La Conner, Washington 98257-0817
Phone (360) 466.7280 | Fax (360) 466.1615

EXCAVATION & GRADING PERMIT APPLICATION – PERMIT # _____

APPLICANT		OWNER		CONTRACTOR	
Name:	Dahl Electric, Inc.	Name:	Swinomish Tribal Community	Company:	Dahl Electric, Inc.
Address:	521 E. Victoria Ave.	Address:	11430 Moorage Way	Contact:	Chris Dahl
City:	Burlington	City:	La Conner	Address:	521 E. Victoria Ave.
State:	WA	State:	WA	City:	Burlington Zip Code: 98233
Zip Code:	98233	Zip Code:	98257	Day Phone:	360-755-1145
Day Phone:	360-755-1145	Day Phone:	360-466-7280	Cell Phone:	360-661-0227
Cell Phone:	360-661-0227	Cell Phone:	360-739-8653	Fax:	360-755-9722
Fax:	360-755-9722	Fax:	360-466-1615	Registration No:	DAHLEE926IQD
Expiration Date:					

Designated agent/contact for application (check one only): Applicant Owner Contractor

PROJECT SITE IDENTIFICATION		
Site Address: 11373 Moorage Way	Lot/Block#: Human Resources Building	Parcel I.D. # 20869
Plat Name/Short Plat #:	Lot Size: acres/sq ft	

PROJECT SITE INFORMATION		
Purpose: New electric vehicle charging station	Start Date: 08/31/2020	End Date: 09/30/2020

Project Description (attach additional documentation as necessary):

Small ditch excavation SOUTH of and parallel to stairs leading into EAST side of HR building. Trench will be 20" deep and up to 12" wide. It will start at the skirting of the modular building and extend to the sidewalk. One sidewalk panel will be removed and then poured back with conduit and bolt provisions for the new EV station. See additional page. No changes to any grades will take place.

Estimated quantity of excavation/fill: 2 (cubic yards)

Application is hereby made for a permit to authorize activities described herein. I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities. I hereby grant to the officials of the Swinomish Indian Tribal Community the right to enter the above-described location to inspect the proposed and/or completed work.

Signature (Required): _____

Digitally signed by Chris Dahl
DN: cn=Chris Dahl, o=Dahl Electric, Inc., ou=USA, email=cdahl@dahl-electric.com, ou=NIA,
cn=Chris Dahl
Location: Burlington
Reason: I'm granting a permit
Contact info: 360-661-0227
Date: 2020.08.24 13:49:20-07'00'

Date: _____

STAFF USE ONLY

Attached Supporting Documents:

- Site Plan, with grading plan details showing existing and finished grades (3 copies)
- Soils Report **OR** Exempt from Soils Report requirement
- Liquefaction Study **OR** Exempt from Liquefaction Study

Revised 11-30-2011



