

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary White Mountain Apache Tribe

Lead Agency Authorized to Act on Behalf of the Beneficiary Office of the Attorney General
(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)

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

SUMMARY

Eligible Mitigation Action	<input checked="" type="checkbox"/> Appendix D-2 item (specify): <u>school bus, class 8 truck, class 8 truck engine</u>
Action Type	<input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal):
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): Emissions reductions from replacement of aged equipment.	
Estimate of Anticipated NOx Reductions (5.2.3): More than 80% based on EPA model results comparing old and new equipment.	
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): Tribal Attorney General's Office	
Describe how the Beneficiary will make documentation publicly available (5.2.7.2). Tribal non-disclosure waiver as required using Tribal website, noting equipment, program and emissions reduces.	
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8). N/A	
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9). Information provided to the Dept. of Interior noting beneficiary status and program participation (once funded).	

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).

N/A

ATTACHMENTS
(CHECK BOX IF ATTACHED)

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

CERTIFICATIONS

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

1. This application is submitted on behalf of Beneficiary White Mtn. Apache Tribe, 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

D4 (pages 2 and 3 detail)

5.2.2

The equipment identified will enable the Tribe to retire other poorly performing equipment from use. The older equipment is needed so it is used despite its poor air quality performance, exposing school children, school staff workers and community members proximate to the units to substantially higher NOx, particulate, and carbon emissions than will be generated from the operation of new, efficient units for the same purposes.

The following equipment will be replaced:

1996 Thomas bus	VIN IT88u4B24VC144051
2001 Freightliner truck	VIN 1FUJA6CG61PJ25745
1995 Peterbilt truck engine	VIN 1XPBDE9X8SN363810

5.2.3 NOx Reductions Estimate

School Buses	97% Reduction (EPA DEQ Tool)
Truck	94% Reduction (EPA DEQ Tool)
Engine	95% Reduction (EPA DEQ Tool)

Annual Results (short tons)	NOx	PM2.5	HC	CO
Baseline for Upgraded Vehicles	0.674	0.038	0.045	0.172
Amount Reduced After Upgrades	0.649	0.037	0.042	0.161
Percent Reduced After Upgrades	96.2	98.7	93.6	93.6

5.2.7.2 Publicly Available Information

The White Mountain Apache Tribe shall publish on its official government website at <http://www.wmat.us> a public notice for availability for public review of documentation and records: (i) submitted by it in support of each funding request and ii) supporting all expenditures of Trust Funds by the Beneficiary, each until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Trust Agreement. The public notices shall instruct members of the public to contact the Attorney General of the White Mountain Apache Tribe to inspect such records at the Office of the Attorney General at 201 E. Walnut Street, Whiteriver, AZ 85941, between 9 a.m. and 3 p.m. on any regular business day. The release of information will be subject to all applicable laws and policies of the White Mountain Apache Tribe.

5.2.9

The Tribe provides the following in accordance with the language of Section 4.2.8 of the Trust Agreement:

Not later than 30 days after being deemed a beneficiary pursuant to subparagraph 4.0.2.1 hereof, the Certifying Entity will provide a copy of this Indian Tribe Trust Agreement with Attachments to the U.S. Department of 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 its 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 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

Tim Allen or other designee
U.S. Fish & Wildlife Svc
National Wildlife Refugee 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

Department of Agriculture:
Linda Geiser or designee
National Air Program Manager
lgeiser@fs.fed.us
(202)756-0068

Bret Anderson or other designated representative
National Air Modeling Coordinator
Baanderson02@fs.fed.us
(970)295-5981

ATTACHMENTS B & C

Detailed Cost Estimates from Selected Vendors White Mountain Apache Tribe (WMAT)

First Item: 2020 Integrated CE 77 Bus.

Description: 60 passenger school bus for Theodore Roosevelt School, a WMAT grant school.

Bid amount: \$107,053.56 each.

Quantity: 1

Vendor: RWC Group, Phoenix AZ. Bid Document Enclosed

Total: \$107,053.56

Second Item: 2020 Commercial OTR Truck (T680)

Description: T680 diesel truck for use by WMATCO, LLC, a WMAT-owned forest products company.

Bid amount: \$153,668.00

Quantity: 1

Vendor: Inland Kenworth, Tolleson, AZ. Bid Document Enclosed

Total: \$153,668.00

Third Item: 2019 Class 8 (Peterbilt Model) Engine Replacement

Description: Caterpillar Brand/Model 3176 for use by Tribal Public Works

Bid amount: \$53,186.16

Quantity: 1

Vendor: Rush Trucking, Tolleson, AZ Bid Document Enclosed

Total: \$53,186.16

+ Third Item Towing

\$1,200.00

+ Extended Warranties/Oil Service/Tires

\$19,674.28

Equipment Total: \$334,782.00

Project Total \$334,782.00

Budget Overview

Period of Performance: Funding Cycle 1, 60 Days after the Trust Effective Date through November 15, 2019

Budget Category	Total Approved Budget	Share of total Budget to be Funded by the Trust	Cost-Share, if applicable
Equipment Expenditure	\$ 334,782.00	\$ 334,782.00	N/A
Contractor Support	-0-	-0-	N/A

Subrecipient Support	-0-	-0-	N/A
Administrative	\$ -0-	\$ -0-	N/A
Project Totals	\$ 334,782.00	\$334,782.00	N/A
Percentage	100%	100%	N/A

***Timeline**

Date	Action	Outcome
May 15, 2019	Payment from Trustee	Funds received
May 15, 2019	Equipment purchased	Items procured
May 30, 2019	Item delivery verification by respective Tribal department	Each department verifies status of order/delivery/payment
November 15, 2019	Report (to Trustee)	Confirms receipt, operation and conformity of equipment.

*(If equipment delivery is delayed past November 15, 2019, Tribe will provide a second report to the Trustee documenting delayed receipt and conformity.)

ATTACHMENT D

Detailed Cost Estimates from Selected Vendors
White Mountain Apache Tribe

First Item: 2020 Integrated CE 77 Passenger Body Bus

Description: 60 passenger school bus for Theodore Roosevelt School, a WMAT grant school.

Bid amount: \$107,053.56 each.

Quantity: 1

Vendor: RWC Group, Phoenix AZ. Bid Document Enclosed

Total: \$107,053.56

Second Item: 2020 Commercial OTR Truck (T680)

Description: T680 diesel truck for use by WMATCO, LLC, a WMAT-owned forest products company.

Bid amount: \$153,668.00

Quantity: 1

Vendor: Inland Kenworth, Tolleson, AZ. Bid Document Enclosed

Total: \$153,668.00

Third Item: 2019 Class 8 Vehicle Engine Replacement

Description: Caterpillar/Model 3176

Bid amount: 53,186.16

Quantity: 1

Vendor: Rush Truck Center, Tolleson, AZ. Bid Document Enclosed

Total: *53,186.16

Vendor Equipment Total: \$313,907.72

Project Vendor Total \$313,907.72

*No core credit will be taken so no adjustment for that is reflected in the total cost listed here. Instead, either Vendor or Tribe will destroy the engine per the Trust Agreement instruction.



Date: 1/3/19
 Mohave Quotation#: LB094560
 Contract # : RETAIL

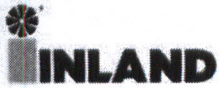
Quote Valid Until: STOCK
 Prepared By: VANESSA
 Revision#: TWO

Name: MARLA WILKERSON
 Organization: THEODORE ROOSEVELT SCHOOL
 Address: 101 THOMAS STREET
 City, State ZIP: FORT APACHE, AZ
 Phone: 928-338-4464

Year: 2020
 Model / Body Size: CE 77 PASSENGER BODY
 Stock / Factory Order: STOCK
 Capacity / Wheelbase: 77/276"
 Price Pages:

BUS PRICING INCLUDING DISCOUNTS		AMOUNT
	Base Price:	\$ 93,450.00
	Factory Standard Bus Discount: 0.00%	\$ -
	Options Pricing:	\$ -
	Options Discount: 0.00%	\$ -
AFTERMARKET OPTIONS- BUS PREP PRICING / INCLUDING DISCOUNTS		
VOLUME DISCOUNT / *SPECIAL PRICING DISCOUNT*		
RWC GROUP		\$ -
RWC GROUP		\$ -
BUS PREPARATION		
Pre Delivery Inspection Conventional School/MFSAB Bus		\$ 900.00
RWC GROUP		\$ -
AFTERMARKET OPTIONS		
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
AIR CONDITIONING SYSTEM		
CE / ACC-SPHEROS, (2) EVAP, (2) SKIRT COND, TIE-IN DASH, TM43 COMP, 126K BTU- RW51FW51D5959-TM43		\$ 9,582.22
RWC GROUP		\$ -
RWC GROUP		\$ -
CAMERA SYSTEM		
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
EXTENDED COVERAGE / WARRANTY		
TOWING - 60 / UNLIMITED MILES (\$550 PER) 40KMD		\$ 888.89
EXT VEHICLE COVERAGE- 36 / 50K MILES 40PLB		\$ 833.33
RWC GROUP		\$ -
RWC GROUP		\$ -
RWC GROUP		\$ -
Sub Total:		\$ 105,654.44
Freight:		\$ 1,737.12
Trade Value:		\$ (800.00)
Raw Material/Emissions Surcharge/OBD Surcharge:		Included
Sub Total:		\$ 106,591.56
Sales Tax (8.3%):		\$ -
Local Delivery Charge: 200+ MILES		\$ 450.00
Tire Fee:		\$ 12.00
TOTAL:		\$ 107,053.56
PAYMENT TERMS:		*NET 30 DAYS*

Trades Included in This Quote: 2004 IC CE 4DRBRAAN94B961457 to be scrapped per VW fund instructions



BUYERS ORDER & PURCHASE AGREEMENT

INLAND KENWORTH (US) INC.

8314 W Roosevelt St

Tolleson, Arizona 85353

Phone : (602) 258-7791 Fax: (602) 484-0284

DATE:	2/21/2019	BUYER'S NAME:	White Mountain Apache Forest Ind.
ADDRESS:	501 E Fatco Rd.	PHONE:	(208) 343-2343
CITY:	P.O. Box 1090	STATE:	Az.
ZIP:	85941-1090		

QUANTITY:	1	NEW:	New	COLOR:	Black	DESCRIPTION:	
YEAR:	2020	MAKE:	Kenworth	MODEL:	T680		76" Sleeper
SERIAL # (s):	1XKYD49XXLJ379090						
STOCK # (s):	LJ379090						

SALESPERSON: Glen Takacs

Price / Unit	Qty	Purchase Total
\$143,365.00	1	\$143,365.00
FET		\$15,033.00
Ext. Warranty		\$0.00
Documentation		\$0.00
<i>Taxable Amount (above less FET + Trade) \$143,365.00</i>		
Sales Tax		\$0.00
Administration		\$250.00
License & Title		\$0.00
Tire Disposal Fee		\$20.00
Out of State Delivery		\$0.00
Total		\$158,668.00
Cash Deposit		\$5,000.00
Trade Equity		\$0.00
Amount Financed		\$0.00
Cash on Delivery		\$153,668.00

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER, THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature

Title

Date

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY SELLER

Signature

Title

Date

THANK YOU FOR YOUR BUSINESS!

RUSH TRUCK CENTER, PHOENIX
 9600 W. ROOSEVELT STREET
 PO Box :
 TOLLESON AZ 85353-9248 US
 800-873-8372

04/10/2019 16:50:23CST
 INVOICE NUMBER
 CUSTOMER NO. 200000 BRANCH 1503
 PAGE:1 of 4

*** www.rushtruckcenters.com ***

SOLD TO :
 WHITE MOUNTAIN
 NEW BRAUNFELS TX
 78130-0000 US

**Service
 Quote**

SHIP TO :
 RUSH CASH CUSTOMER
 NEW BRAUNFELS TX
 78130-0000 US

WARRANTIES ON THE PRODUCTS PROVIDED BY RUSH ARE SOLELY THOSE MADE BY THE PRODUCT MANUFACTURER. EXCEPT FOR THE LIMITED SERVICES WARRANTY SET FORTH IN THE SERVICE/COLLISION REPAIR AUTHORIZATION INPUT CARD BETWEEN RUSH AND CUSTOMER, I EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND RUSH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH ANY SERVICES PROVIDED OR ANY PRODUCTS PROVIDED TO CUSTOMER IN CONNECTION WITH THE SERVICES.

CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
ASH	21651977	928-338-2536	-	

Cust Unit # License #
 Phone # 928-338-2536 Contact #
 COMPLETION DATE:
 RTL UNIT: YEAR: 0000 MAKE/MODEL: PETERBILT/375:PBT
 SERIAL: 1XPBDE9X8SN363810 MILEAGE: 1

Date in Service....:
 Engine Make/Model...: CATERPILLAR/3176
 Engine Serial No...: 9CK13379
 Trans Model.....: /
 Front Diff Model...:
 Front Diff Serial...:
 Rear Diff Model....:
 Rear Diff Serial....:

Job 1 ENGINE SWING

Sales Qty	UOM	Item #	Item Description	UnitRate	Per	Extension
1.000	EA	0R9120:CT	ENGINE AR.	36069.42/1	EA	36069.42
1.000	EA	0R9120-C1:CT	ENGINE AR.	6952.58/1	EA	6952.58
1.000	EA	FREIGHT	SHIPPING AND HANDLING	1000.00/1	EA	1000.00
44.000	EA	105816EXX:MBL	DELVAC 1300 SUPER 15W40 CK4 (BULK	4.24/1	EA	186.56
15.000	EA	CC36077FLG:FG	COOLANT-E/G PRE-MIX EXTREME, 1 GAL	19.74/1	EA	296.10
1.000	EA	MISC:90	CHARGE	1500.00/1	EA	1500.00

LABOR SUBTOTAL: 6525.00
 PARTS SUBTOTAL: 46004.66
 MISC SUBTOTAL.: 0.00
 EPA SUBTOTAL...: 4.00
 SHOP SUBTOTAL.: 652.50
 MACH SUBTOTAL.: 0.00
 JOB SUBTOTAL...: 53186.16

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY

Customer or Customer's Agent X _____

This invoice contains an itemized list of repairs and is part of, and subject to, the terms of the Service/Collision Repair Authorization Input Card prepared by Rush for Customer (#Terms). Customer confirms its agreement to the Terms by its signature on the Terms, its signature on this invoice, or by authorizing payment of this invoice.

TERMS
 CASH

RUSH TRUCK CENTER, PHOENIX

9600 W. ROOSEVELT STREET
PO Box :
TOLLESON AZ 85353-9248 US
800-873-8372

04/10/2019 16:50:23CST

INVOICE NUMBER

CUSTOMER NO. 200000
BRANCH 1503

PAGE:2 of 4

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NEW BRAUNFELS TX
78130-0000 US

Service Quote

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RUSH CASH CUSTOMER
NEW BRAUNFELS TX
78130-0000 US

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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
ASH	21651977	928-338-2536	-	

Employee(s) on above job :

Job 99 Cores

Sales Qty	UOM	Item #	Item Description	UnitRate	Per	Extension
1.000	EA	0R9120-C1:CT	ENGINE AR.-CORE	6952.58-/1	EA	6952.58-

LABOR SUBTOTAL:	0.00
PARTS SUBTOTAL:	6952.58-
MISC SUBTOTAL.:	0.00
EPA SUBTOTAL.:	0.00
SHOP SUBTOTAL.:	0.00
MACH SUBTOTAL.:	0.00
JOB SUBTOTAL.:	6952.58-

Employee(s) on above job :

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY

Customer or Customer's Agent X _____

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** CONTINUED **

9600 W. ROOSEVELT STREET
 PO Box :
 TOLLESON AZ 85353-9248 US
 800-873-8372

INVOICE NUMBER	
CUSTOMER NO. 200000	BRANCH 1503
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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
ASH	21651977	928-338-2536	-	

REMIT TO:
 Rush Administrative Services
 Rush Enterprises, Inc.
 P.O. Box 34630
 San Antonio, Tx 78265-4630

*TOTAL LABOR: 6525.00
 *TOTAL PARTS: 39052.08
 *TOTAL MISC.: 0.00
 *TOTAL EPA..: 4.00
 *TOTAL SHOP.: 652.50
 *TOTAL MACH.: 0.00
 *TOTAL INV...: 46233.58

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY

Customer or Customer's Agent X _____

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TERMS
 CASH

RUSH TRUCK CENTER, FLORENZA

9600 W. ROOSEVELT STREET
PO Box :
TOLLESON AZ 85353-9248 US
800-873-8372

04/10/2019 16:50:23CST

INVOICE NUMBER

CUSTOMER NO. BRANCH
200000 1503

PAGE:4 of 4

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SOLD TO :
WHITE MOUNTAIN
NEW BRAUNFELS TX
78130-0000 US

Service Quote

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RUSH CASH CUSTOMER
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78130-0000 US

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CUSTOMER-PO	Order No.	MAIN-NUMBER	CUSTOMER-ADVISOR	SALES REP
ASH	21651977	928-338-2536	-	

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
46233.58	TAXABLE/TX	3168.25	49401.83
Customer or Customer's Agent X _____		<p>This invoice contains an itemized list of repairs and is part of, and subject to, the terms of the Service/Collision Repair Authorization Input Card prepared by Rush for Customer (#Terms). Customer confirms its agreement to the Terms by its signature on the Terms, its signature on this invoice, or by authorizing payment of this invoice.</p> <p>TERMS CASH</p>	