APPENDIX D-4

Beneficiary Eligible Mitigation Action Certification



Southwest Airlines

NM-VW-19-03

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary State of New Mexico

Lead Agency Authorized to Act on Behalf of the Beneficiary New Mexico Environment 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)

Action Title:	Southwest Airlines Aircraft Pushback Electrification at Albuquerque				
	International Sunport				
Beneficiary's Project ID:	NM-VW-19-03				
Funding Request No.	(sequential)002				
Request Type:	⊠Reimbursement				
(select one or more)	□Other (specify):				
Payment to be made to:	□Beneficiary				
(select one or more)	⊠Other (specify):Southwest Airlines				
Funding Request & Direction	⊠Attached to this Certification				
(Attachment A)	□To be Provided Separately				

SUMMARY

Eligible Mitigation Action ⊠ Appendix D-2 item (specify): Eligible Mitigation Action 7. Airport Ground Support Equipment

Action Type

☐Item 10 – DERA Option (5.2.12) (specify and attach DERA Proposal)

Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1): The Beneficiary Mitigation Plan's overarching goal is to protect New Mexico's environment and the health of our citizens. The Trust allows the State the opportunity to offset (mitigate) the impact of excess nitrogen oxide (NO_x) emissions associated with the affected vehicles registered within New Mexico. The reduction of NO_x from mobile sources achieves the intended use of Trust funds by preventing the deterioration of air quality, ensuring the health and safety of the inhabitants of the state, and promoting visibility improvement within New Mexico. Implementation of diesel NO_x reduction projects using Trust funds will have immediate and long-lasting benefits. The proposed project will reduce emissions of NO_x, focusing on the most cost-effective vehicles that maximize emission reductions.

Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2): Southwest Airlines (SWA) Aircraft Pushback Electrification at Albuquerque International Sunport Project consists of partnering with The City of Albuquerque (CABQ) Aviation Department, to remove three (3) dieselfueled aircraft pushback vehicles, owned by Southwest Airlines (SWA) from service, and partially funding three new battery electric pushback vehicles. To support SWA's electrification project, the Sunport will receive funding through this partnership to partially fund the installation of three new charging stations owned and operated by CABQ. CABQ is the responsible party for the infrastructure at the Sunport. SWA Aircraft Pushback Electrification at Albuquerque International Sunport Project supports the State's goal of reducing the adverse impacts associated diesel-fueled emissions within the communities near and adjacent to these sources by transitioning towards the electrification of the ground support equipment. The estimated lifetime reduction of 52.32 tons of NO_x is a proactive step towards electrifying existing diesel-fueled fleets and improving the quality of life to those communities impacted. This is an essential step towards reducing regional air pollution levels, improving human health and addressing environmental inequality.

Estimate of Anticipated NO_x Reductions (5.2.3):

The total lifetime NO_x reduction for this project from the three airport ground support aircraft pushback vehicles, is estimated to be 52.32 tons (104,640 pounds) over a thirty-year period.

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):

The New Mexico Environment Department Administrative Services Division is the governmental entity responsible for reviewing and auditing expenditures of EMA funds to ensure compliance.

Describe how the Beneficiary will make documentation publicly available (5.2.7.2):

The New Mexico Environment Department has created a public website, <u>https://www.env.nm.gov/vw-settlement/</u> for information relating to the Trust, the VW Partial Consent Trust Decrees, New Mexico's Beneficiary Mitigation Plan, and project implementation information. To provide transparency and accountability, the NMED will post information on its website.

Describe any cost share requirement to be placed on each NO_x **source proposed to be mitigated (5.2.8):** The total project cost is Five Hundred Sixty-Four Thousand Two Hundred Sixty-Four dollars (\$564,264.00). Trust funding will provide the requested Four Hundred Twenty-Three Thousand One Hundred Ninety-Eight dollars (\$423,198.00), 75% of the final total project cost, towards the purchase of the new electric pushback vehicles. The remaining One Hundred Forty-One Thousand Sixty-Six dollars (\$141,066), 25% of the total project cost, constitutes Southwest Airline's cost share.

Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):

On February 27, 2018, NMED sent notice to the U.S. Department of the Interior and the U.S. Department of Agriculture using the contact information provided in subparagraph 4.2.8.

If applicable, describe how the mitigation action will mitigate the impacts of NO_x emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10): The VW Mitigation Trust funds have afforded the State the opportunity to advance environmental justice goals. New Mexico's Draft Mitigation Plan expresses a commitment to prioritizing projects that benefit those communities most impacted by poor air quality. Minorities and those living below the poverty level historically have borne a disproportionate share of air pollution, including air pollution emissions associated with non-road and on-road heavy-duty diesel-fueled vehicles such as those associated with airport activities. The Southwest Airlines Aircraft Pushback Electrification at Albuquerque International Sunport Project supports the State's goal of reducing the adverse impacts associated with diesel-fueled emissions on the communities near and adjacent to these sources by transitioning towards the electrification of ground support equipment. The service area for this project is within the City of Albuquerque, Bernalillo County. Bernalillo County is currently within 95% of the National Ambient Air Quality Standard for ozone. Within 1.5 miles of the Sunport the estimated minority population is 68% and 58% of the population are considered low income. This area has two communities, one having a 96% minority population and 66% classified as low income and the other community within the area is 78% minority and 58% low income. There are approximately 27 schools within 3.5 miles of the Sunport, with the closest school approximately 0.8 miles away. Also, within this area are 16 hospitals and medical facilities, 6 community centers and 3 senior centers. The completion of this project is an essential step towards reducing regional air pollution levels, improving human health and addressing environmental inequality.

ATTACHMENTS

(CHECK BOX IF ATTACHED)

\boxtimes	Attachment A	Funding Request and Direction.
	Attachment B	Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
X	Attachment C	Detailed Plan for Reporting on Eligible Mitigation Action Implementation
X	Attachment D pro	Detailed cost estimates from selected or potential vendors for each oposed expenditure exceeding \$25,000 (5.26).
	Attachment E	DERA Option (5.2.12). [Attach only if using DERA option.]
	Attachment F aga	Attachment specifying amount of requested funding to be debited ainst each beneficiary's allocation (5.2.13).

CERTIFICATIONS

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

- 1. This application is submitted on behalf of Beneficiary the State of New Mexico, 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 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: 5/27/2020

Digitally signed by Elizabeth Kuehn Elizabeth

Kuehn Date: 2020.06.01 13:46:29-06'00' Auwin Seafith [NAME] Elizabeth Bisbey-Kuehn Kenwin C. Sabierow [TITLE] Chief, Air Quality Bureau PLANNING Section Co

New Mexico Environment Departmer [LEAD AGENCY] For

State of New Mexico [BENEFICIARY]

ATTACHMENT B PROJECT MANAGEMENT PLAN PROJECT SCHEDULE AND MILESTONES

Milestone	Date
Lead Agency Provides Notice of Availability of Mitigation Action Funds	7/2/2018
Pre-application meetings with applicants	7/3/2018 through
	9/14/2018
Project Sponsor Submits Proposal to Lead Agency	11/20/2018
Lead Agency Provides Written Approval of Project Sponsor's Proposal	12/10/2018
Project agreements signed.	7/16/2019
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	12/10/2018
Trustee Acknowledges Receipt of Project Certification and Funding Direction	6/1/2020
Trustee Allocates Share of State Funds for Approved Project	6/30/2020
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	7/16/2019
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Start	4/19/2019
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Complete	8/17/2019
Project Installations(s) – Start	9/17/2019
Project Installations(s) – Complete	11/12/2019
Project Sponsor provides detailed invoices for all claimed project costs,	1/7/2020
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	5/22/2020
(Reimbursement)	
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded,	6/1/2020
Reimbursement)	
Lead Agency Reports Project Completion	5/22/2020

PROJECT BUDGET

Period of Performance: 7.1.2019-6.30.2020									
Budget Category	Total Approved Budget	Share of Total Budget Funded by the Trust	Cost-Share, if applicable (Entity #1)	Cost-Share, if applicable (Entity #2)					
1. Equipment Expenditure	\$564,264.00	\$423,198.00	\$141,066.00	\$0					
2. Contractor Support	\$0	\$0	\$0	\$0					
3. Subrecipient Support	\$0	\$0	\$0	\$0					
4. Administrative ¹	\$0	\$0	\$0	\$0					
Project Totals	\$564,264.00	\$423,198.00	\$141,066.00	\$0					
Percentage	100%	75%	25%	0%					

¹Subject to Appendix D-2 15% administrative cap.

PROJECTED TRUST ALLOCATIONS:

	2017	2018	2019	2020	2021
1. Anticipated Annual Project	\$0	\$0	\$0	\$423,198.00	\$0
Funding Request to be paid					
through the Trust					
2. Anticipated Annual Cost Share	\$0	\$0	\$0	\$141,066.00	\$0
3. Anticipated Total Project	\$0	\$0	\$0	\$564,264.00	\$0
Funding by Year (line 1 + line 2)					
4. Cumulative Trustee Payments	\$0	\$0	\$0	\$150,000.00	\$0
Made to Date Against Cumulative					
Approved Beneficiary Allocation					
5. Current Beneficiary Project	\$0	\$0	\$0	\$423,198.00	\$0
Funding to be Paid Through the					
Trust (line 1)					
6. Total Funding Allocated to	\$0	\$0	\$0	\$573,198.00	\$0
Beneficiary, inclusive of Current					
Action by Year (line 4 + line 5)					
7. Beneficiary Share of Estimated	\$0	\$0	\$0	\$17,832,660.90	\$0
Funds Remaining in Trust					
8. Net Beneficiary Funds	\$0	\$0	\$0	\$17,259,462.90	\$0
Remaining in Trust, net of					
cumulative Beneficiary Funding					
Actions (line 7 minus line 6)					

ATTACHMENT C DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

The New Mexico Environment Department (NMED), as the lead agency for the State of New Mexico for implementing the Volkswagen Environmental Mitigation Settlement Plan, has established a webpage for the Settlement and mitigations actions, <u>www.env.nm.gov/vw-settlement/</u>. NMED will post documents and links as required under Paragraph 7 of Appendix D-3 Certification for Beneficiary Status form. The NMED is subject to the Open Meetings Act, which provides the statutory guidelines for conducting public meetings and the Inspection of Public Records Act, which is a New Mexico state law that provides the public and media access to public information.

For the initial round of funding, NMED solicited, through a competitive process, public and private entities for funding opportunities. Projects were selected through a scored application using an identified scoring criterion. The records of selected projects will be posted and made available on the NMED VW Settlement webpage. The public website was created specifically to provide information related to the Trust, the VW Partial Consent Decrees, and accountability. The NMED will post timely updates on the following:

- General information on the Trust and Consent Decrees
- The State's final Beneficiary Plan
- All public records supporting funding requests the NMED submits to the Trust
- All public records supporting all expenditures of the Trust Fund
- NMED contact information

After the initial round of funding, NMED will periodically evaluate the implementation of the State's Beneficiary Mitigation Plan (BMP) and associated Eligible Mitigation Actions and will determine whether any revisions to the BMP and funding levels need to be reevaluated. If revisions to the BMP are warranted, NMED will seek public input on BMP revisions with a minimum of a 30 – day public comment period.

In addition, the State will also comply with the reporting obligations listed in the Environmental Mitigation Trust Agreement for State Beneficiaries in Subparagraph 5.3.

ATTACHMENT D DETAILED COST ESTIMATE FROM SELECTED OR POTENTIAL VENDORS FOR EACH PROPOSED EXPENDITURE EXCEEDING \$25,000 (5.2.6)

See attached price quote from Inland Kenworth, CES contract # 16-019B-C109-ALL.



Southwest Airlines Co. Adam Walters Manager – Environmental Services 2195 Research Row, WGS-1SE Dallas, TX 75235 469-603-6024 Adam.walters@wnco.com

January 22, 2019

Kerwin Singleton 525 Camino De Los Marquez Suite 1 Santa Fe, NM 87505 Kerwin.singleton@state.nm.us

Re: Reimbursement Request Under Southwest Airlines Aircraft Pushback Electrification At Albuquerque International Sunport # NM-VW-19-03 Project Agreement

Dear Mr. Singleton:

Pursuant to Article 9(A) of the above-referenced Agreement, Southwest Airlines hereby submits its request for reimbursement for its actual allowable costs incurred in completing the work described in the project scope. I have attached invoices as proofs of payment to Lektro, Inc. in the total amount of \$564,264.00. Southwest Airlines requests reimbursement in the amount of \$423,198.00, or, 75% of the total cost for three electric pushbacks. Please let me know if NMED requires any further documentation to support this request.

Sincerely,

Alan Waltur

Adam Walters Southwest Airlines Co. 2195 Research Row WGS-1SE Dallas, TX 75235

cc: Larry Laney, Southwest Airlines

Connecting people to what's important in their lives.

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S O L D T O	Attn: Accounts Payable PO Box 36645 Dallas, TX 75235-1908 H Attn: Raul Martinez Albuquerque Int'l Sunport (ABQ) 2200 Sunport Blvd., Bay F Albuquerque, NM 87106-3247							
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restocking charge. Minimum billing \$15.00.							Continued	

TAXES and DUTIES:

a.

Buyer shall pay, reimburse Seller or provide an exemption for all taxes imposed by any taxing authority applicable to this Contract, except for taxes payable upon Sellers' net income. Duties, fees, charges or assessments of any kind levied by any governmental authority other than a taxing authority of the country of manufacture in connection with this transaction, whether levied against Buyer, against Seller or its employees, or against any of Seller's subcontractors or their employees, shall be the responsibility of Buyer and shall be paid directly by Buyer to the governmental authority concerned. b.

205339 Page 1 of 2

		LEK	TRO	?		INVOICE NUMBER
	Phone (503) 861-2288	1190 S.E. Flightline Drive FAX Warrenton, Oregon 97146 (503) 861-2283 U.S.A.				205339
	Email: g		Page 2 of 2			
SOLD TO	Southwest Airlines Attn: Accounts Payable PO Box 36645 Dallas, TX 75235-1908 DATE CUST. NO. O.T.B.			Southwest Airlines – ABQ3GS Attn: Raul Martinez Albuquerque Int'I Sunport (ABQ) 2200 Sunport Blvd., Bay F Albuquerque, NM 87106-3247 Model: AP8950SDB-AL-200 S/N: A85548-319A		
	March 6, 2019 EP357320		A	Southern Pride		
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205339 Page 2 of 2

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		www.lektro.co				Page 1 of 2		
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S O L D T O	Southwest Airlines Attn: Accounts Payable PO Box 36645 Dallas, TX 75235-1908	Southwest Airlines – ABQ3GS Attn: Steve Dickson Albuquerque Int'l Sunport (ABQ) 2200 Sunport Blvd., Bay F Albuquerque, NM 87106-3247 Model: AP8950SDB-AL-200						
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	Side Mount Accessory Holders with Covers High Gloss Custom Enamel SWA Blue Paint with Polyurethane Protective Coating, Customer							
	Decals and Reflective Tape LED Brake Light/Turn Signal Kit, Dual	Helm				INCL INCL		
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TAXES and DUTIES:

a. Buyer shall pay, reimburse Seller or provide an exemption for all taxes imposed by any taxing authority applicable to this Contract, except for taxes payable upon Sellers' net income.

 Duties fees, charges or assessments of any kind levied by any governmental authority other than a taxing authority of the country of manufacture in connection with this transaction, whether levied against Buyer, against Seller or its employees, or against any of Seller's subcontractors or their employees, shall be the responsibility of Buyer and shall be paid directly by Buyer to the governmental authority concerned.

205455 Page 1 of 2

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		Phone (503) 861-2288		1190 S.E. Flightline Drive FAX Warrenton, Oregon 97146 (503) 861-2283 U.S.A. www.lektro.com			205455	
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	Beneficiary Bank: Columbia State Bank Beneficiary Bank Address: 1301 A Street Tacoma, WA USA 125108272 Instructions: Credit to: Lektro, Inc. Account No: 05-33902-2 05-33902-2							
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			LEK	TRO	2		INVOICE NUMBER	
		Phone (503) 861-2288	Warrenton, Oregoi	1190 S.E. Flightline Drive FAX Warrenton, Oregon 97146 (503) 861-2283 U.S.A.			205456	
	<u>www.lektro.com</u> Email: <u>parts@lektro.com</u> / <u>sales@lektro.com</u>							
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TAXES and DUTIES:

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Duties, fees, charges or assessments of any kind levied by any governmental authority other than a taxing authority of the country of manufacture in connection with this transaction, whether levied against Buyer, against Seller or its employees, or against any of Seller's subcontractors or their employees, shall be the responsibility of Buyer and shall be paid directly by Buyer to the governmental authority concerned. b.

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			EK	TRO	2	na na kana kana ka kata kata kata kana kan	INVOICE NUMBER
-	Phone (503) 861-2288	1190 S.E. F Warrenton,			(50	FAX 3) 861-2283	205456
	E		ektro.co		tro.com		Page 2 of 2
Southwest A Attn: Accoun PO Box 3664 Dallas, TX 75 T O	nts Payable 45 5235-1908	ST. NO.	О.Т.В.	H Albu 220 Albu T Mod	ithwest Airlines – :: Steve Dickson uquerque Int'l Su 0 Sunport Blvd., uquerque, NM 87 del: AP8950SDB- : A85550-319A	nport (ABQ) Bay F 106-3247	
March 11, 201		57320	EWP	A	Southern Pride	110.	
the second s	ansfer Upon Receipt	of Invoice		EXW	Warrenton, OR		
QTY		ITE	M				AMOUNT
Cradle Car Draw Bar I Heavy NLC Steel Side Pawl Adap B737 Pawl Fire Exting 8' LED Wh Mount Cus Parts/Serv Two Year	Mirrors, Dual Helm mera with Dual Color Pin Mounted on Oper 3 Ballast Kit Rub Rails oter Baskets & Cradle I Adapter Mated to W guisher, 5 HI SA PK hip Marker Light at Op stomer-Provided Hea rice/Operation Manua Gold Seal Warranty WA Qty 10-19 Disco	ator End of Tug Load Cell Guard Vinch Strap, Model perator's Compartin dset Basket I with Exploded Vie unt	nent ew on L	JSB and			INCL STD STD STD STD INCL STD N/C INCL (39,898.00)
BILLING: Subject to pr	ices in effect on date of shipm	ent.	LED BY	411-34	DH	SUB TOTAL	\$188,088.00
Obtain permission to re	eturn merchandise. Date and i on all returns and are subject to	nvoice PRI	CED BY	22.2-	EWP	FREIGHT	Collect
restocking charge. Min		SHI	PDATE		3/12/19	TOTAL	\$188,088.00

a.

Buyer shall pay, reimburse Seller or provide an exemption for all taxes imposed by any taxing authority applicable to this Contract, except for taxes payable upon Sellers' net income. Duties, fees, charges or assessments of any kind levied by any governmental authority other than a taxing authority of the country of manufacture in connection with this transaction, whether levied against Buyer, against Seller or its employees, or against any of Seller's subcontractors or their employees, shall be the responsibility of Buyer and shall be paid directly by Buyer to the governmental authority concerned. b.

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