

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

## BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

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Beneficiary Craig Tribal Association

Lead Agency Authorized to Act on Behalf of the Beneficiary Transportation 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>	Replacement of older Class 8 diesel Dump Truck
<b>Beneficiary's Project ID:</b>	VW_2020
<b>Funding Request No.</b>	<i>(sequential)</i> 1
<b>Request Type:</b> (select one or more)	<input type="checkbox"/> Reimbursement <span style="float: right;"><input checked="" type="checkbox"/> Advance</span> <input type="checkbox"/> Other (specify): _____
<b>Payment to be made to:</b> (select one or more)	<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>EMA#1 1 Class 8 dump truck</u> <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____
<b>Action Type</b>	
<b>Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):</b>	
See attachment	
<b>Estimate of Anticipated NOx Reductions (5.2.3):</b>	
See attachment	
<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>	
See attachment	
<b>Describe how the Beneficiary will make documentation publicly available (5.2.7.2).</b>	
See attachment	
<b>Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).</b>	
See attachment	
<b>Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).</b>	
See attachment	

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"/> | <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 Craig Tribal Association, 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: 8-27-2020

Clinton E. Cook, Sr., Tribal President

[NAME]

[TITLE]

SIGNATURE: 

Transportation Department

[LEAD AGENCY]

for

Craig Tribal Association

[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	3/16/2020
Project Sponsor Submits Proposal to Lead Agency	
Lead Agency Provides Written Approval of Project Sponsor's Proposal	
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	
Trustee Acknowledges Receipt of Project Certification and Funding Direction	
Trustee Allocates Share of Funds for Approved Project	11/11/2020
Lead Agency Directs Funding (Advance Funded Projects)	
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	
Project Sponsor Enters into Contracts, Purchase Orders, etc. - Start	
Project Sponsor Enters into Contracts, Purchase Orders, etc. - Complete	
Project Installation(s) – Start	
Project Installation(s) – Complete	
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)	
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	-
Project Sponsor Certifies Project Completion	
Lead Agency Reports Project Completion	12/31/2020

**PROJECT BUDGET**

Period of Performance: <u>3rd funding cycle (20-21)</u>				
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	\$ 158,000	\$ 158,000	\$	\$
2. Contingency for fluctuation in freight costs	\$ 7500	\$ 853	\$ 6647	\$
3. Subrecipient Support <i>(Provide List of Approved Subrecipients or Grant Awardees as Attachment with approved funding ceilings)</i>	\$	\$	\$	\$
4. Administrative <sup>1</sup>	\$	\$	\$	\$
<b>Project Totals</b>	\$ 165,500.00	\$ 158,853	\$ 6647	\$
<b>Percentage</b>	<b>100 %</b>	<b>96 %</b>	<b>4 %</b>	<b>%</b>

<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	\$ 0 +	\$ 0 +	\$ 0 +	\$ 158,853.00 +	\$
2. Anticipated Annual Cost Share	\$ 0 +	\$ 0 +	\$ 0 +	\$ 0 +	\$
3. Anticipated Total Project Funding by Year (line 1 plus line 2)	\$ 0 +	\$ 0 +	\$ 00 +	\$ 158,853.00 +	\$
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)	\$	\$	\$	\$ 158,853.00	\$
6. Total Funding Allocated to for Beneficiary, inclusive of Current Action by Year (line 4 plus line 5)	\$	\$	\$	\$ 158,853.00	\$
7. Beneficiary Share of Estimated Funds Remaining in Trust	\$	\$	\$	\$	\$
8. Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (line 7 minus line 6)	\$	\$	\$	\$	\$

## Addendum to Craig Tribal Association D-4 for VW Trust Settlement

Summary Questions from D-4:

**Q: Detailed Description of Mitigation Action Item including Community and Air quality Benefits:**

A: Replace 1995 10 Yard Class 8 Mack Diesel Dump Truck (Vin Number 1MB221C5SM015303) with a new 2020 10 Yard Class 8 International HX620 Diesel Dump Truck or like. This project is part of a multi-year comprehensive heavy equipment and vehicle upgrade/replacement effort. CTA will focus on replacing the most inefficient, aged, and polluting equipment. This vehicle replacement will result in 575 gallons of diesel fuel savings annually and 4,025 gallons over the lifetime of the gen-set. NO<sub>x</sub> will be reduced by 95.3%, PM 2.5 by 98.1%, HC 91.8%, CO by 93.8%, and CO<sub>2</sub> by 20.2% annually and over the lifetime of the project.

The air quality benefits will occur throughout the entire Island and census bureau. The areas of highest use, which will be most improved, are close to the Craig Middle School, The Craig City Public Pool, Craig Public High School, U.S. Post Office, Medical Clinics, and the towns only grocery store.

**Q: Estimate of Anticipated NO<sub>x</sub> Reductions (5.2.3):**

### Emission Results <sup>2</sup>

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

<i>Annual Results (short tons)<sup>2</sup></i>	<b>NO<sub>x</sub></b>	<b>PM2.5</b>	<b>HC</b>	<b>CO</b>	<b>CO<sub>2</sub></b>	<b>Fuel<sup>3</sup></b>
Baseline for Upgraded Vehicles/Engines	0.202	0.012	0.014	0.067	32.0	2,848
Amount Reduced After Upgrades	0.192	0.012	0.012	0.063	6.5	575
Percent Reduced After Upgrades	95.3%	98.1%	91.8%	93.8%	20.2%	20.2%
<i>Lifetime Results (short tons)<sup>2</sup></i>						
Baseline for Upgraded Vehicles/Engines	1.413	0.083	0.095	0.468	224.3	19,936
Amount Reduced After Upgrades	1.347	0.081	0.087	0.439	45.3	4,025
Percent Reduced After Upgrades	95.3%	98.1%	91.8%	93.8%	20.2%	20.2%

**Q: 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):**

A: Tribal Administrator, Anna Guthrie, will be responsible for auditing expenditures of eligible mitigation Action funds.

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

A: The Craig Tribal Association will create a webpage dedicated to the funding received from the VW Settlement Trust, it 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 Craig Tribal Associations Transportation department 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 Tribe does not have ordinances or policies for matters governing the publication of confidential business information and personally identifiable information. To the extent that Tribal law does not address an issue, the Tribe may look to Alaskan law as a non-binding source of guidance.

**Q: Describe any cost-share requirement to be placed on each NOx source proposed to be mitigated (5.2.8)**

Cost share for freight is estimated at \$6,647. The final number won't be known until time to ship. Cost share will be covered by Craig Tribal Council.

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

Not applicable. There have been no formal or informal inquiries or notices received from any government agencies. See below for a detailed reporting plan and above (5.2.7.2) for the inquiry response protocol.

## **Craig Tribal Association VW Trust Settlement**

### **Attachment C**

#### **Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11)**

The Craig Tribal Association will for each Eligible Mitigation Action (EMA) no later than 6 months after receipt of 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) of each year will submit to the Trustee a semi-annual report describing the progress implementing each EMA during the six month period leading up to the reporting date including a summary of all costs expended on the EMA through the reporting date.

Such reports shall include a complete description of the status including actual or projected termination date, development, implementation, and any modifications of each approved EMA. The reports will be signed by an official with the authority to submit the report and will contain an attestation that the information is true and correct and that the submission is made under penalty of perjury.



## Attachment D (5.5.6)

Craig Tribal Association has identified the following potential candidates for the replacement of our 1995 Mack Dump Truck with a new International Model or like of same rating and type.

2020 MACK GRANITE GU713 DUMP TRUCK

# \$158,000

CLASS 8 (GVW 33001 - 150000) In Southaven, MS 38671 - 2,474 Miles Away

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2 2020 MACK MP-8 455M HP 1860 LB Torque Engine, M-Drive HD with Smooth Shift 12 Speed Automatic Transmission, Jake Brake, Locking Differentials, All Wheel Lock, 3 Year 300,000 mile Motor Transmission & Rear End Warranty, Block Heater, 20,000lb Front Axle with Dual Steering, 46,000lb MACK M-RIDE Rear Suspension, 4.19 Ratio, WB 232" With Virgin Tires 425/65/225 with 11R22.5 Rear Tires, Alcoa Ultra One Aluminum Wheels, 6 " Navigation Bluetooth Radio, Rawhide Package Premium Interior, Chrome Bumper and Grill Guard and Bull Dog Mirrors, Stainless Steel SunVisor, polish aluminum fuel/DEF/battery box cover. 16' AR 450 Steel OX Stampede Body with Highlift Hydraulic Tailgate and 8 amber strobe safety lights front and rear and sides also safety latches both sides 4 LED Back up Light in Rear Post, Beds also have no doghouse, electric mountain tarp. 13,200lb steerable lift axle. Trucks also have DVR Backup Cameras System Front & Rear Left & Right Side View Cameras with 9" Monitor Records in 36 Hour Loop. Empty Weight 26,260 43,555 Miles. 7 Year Extended Warranty Available \$158,000 CALL 901-301-4178

<b>Condition:</b>	Used	<b>Class:</b>	CLASS 8 (GVW 33001 - 150000)
<b>Year:</b>	2020	<b>Category:</b>	Dump Truck
<b>Make:</b>	Mack	<b>Cab Type:</b>	STANDARD CAB
<b>Model:</b>	GRANITE GU713	<b>Location:</b>	southaven, MS



Quote S200902104

Date 09/02/2020

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<b>Requested by:</b> TINA	<b>Phone:</b> (907) 826-3998	<b>Origin:</b>	<b>Destination:</b>
<b>Company:</b> CRAIG TRIBE	<b>Fax/Email:</b> TRANSPORTATION @CRAIGTRIBE.ORG	<b>Ship date:</b>	<b>Bid Date:</b>
<b>Address:</b>	<b>Prepared by:</b> Ann Williams	<b>Preparer phone:</b>	<b>Preparer email:</b>
<b>City, state, zip:</b> CRAIG AK 99921	<b>Description:</b> GRANITE DUMP TRUCK		

GRANITE DUMP TRUCK				Ship date:										
Origin:		POL: SEATTLE		POD: THORNE BAY		Destination:			Dock to Dock					
Qty	Item No.	Pkg. Type	Description	Length	Width	Height	Weight	Min Qty	Rated As	Rate	Basis	Estimate	Ttl. Weight	
1	1740-002	EACH	Breakbulk - DUMP TRUCK	32' 0"	9' 0"	11' 6"	39,000	22	32 00	\$114 00	PLF	\$3,648 00	39,000	
			Over-Width Exceeding 8'6" W							12.00	PCT	\$437 76		
			Fuel Surcharge, subject to the rate in effect at the time of shipment							6 00	PCT	\$245 15		
							SFT 288 00 / CFT 3312 00		SUBTOTAL:			\$4,330 91	39,000	
							SFT 288 00 / CFT 3312 00		TOTAL ESTIMATE:			\$4,330.91	39,000	

**RATE IS FROM SEATTLE DOCK TO THORNE BAY DOCK ONLY**

Rates apply between Carrier's terminals only, and do not include pickup or delivery

Vehicles received for shipment must not have over one-quarter (1/4) tank combustible fuels. Vehicles received containing more than 1/4 tank of fuel will be assessed an Excess Fuel Drain charge as per Carrier's tariff STB AKMR 100, series, Rule 987

Personal effects will be accepted subject to a released valuation of \$0.10 per pound. Such articles will take the same rate as the vehicle in which it is shipped

Personal Property Restrictions - Personal effects are not permitted in the front seat or on the floor behind the driver's seat, and must not obstruct visibility through the windows. 360 degree visibility is required. Personal effects are not permitted on roof or racks unless loaded to a car-top carrier designed specifically for such use.

Personal Property Restrictions - Pickup Trucks. Personal property is not permitted above the level of bed sides and must be adequately secured and protected by shipper. Load is subject to carrier inspection and approval.

Gross Vehicle Weight Rating (GVWR) for Autos/Vehicles may not exceed the maximum, legal gross weight as specified by the manufacturer; autos/vehicles will be inspected prior to Carrier accepting receipt of the auto/vehicle to verify the published legal gross vehicle weight. Owners of an auto/vehicle exceeding the legal gross vehicle weight may opt to either remove cargo from the auto/vehicle to lower its weight or proceed to warehouse receiving for the transfer of excess cargo weight to pallets, cargo transferred from the auto/vehicle to pallets will be billed as less than container load (LCL) cargo at the appropriate commodity rates as listed in this tariff. The gross vehicle weight can typically be found stamped on the inside of the driver door jam.

Diesel powered vehicles or machinery transported during the cold weather months will need to be winterized for shipment. Carrier has no liability for this cargo if the customer fails to properly winterize their vehicle or machinery.

If through no fault of the carrier, vehicle is inoperable, a charge of \$231.00 will be assessed.

Carrier's liability shall be limited as outlined in Alaska Marine Lines's STB AKMR RULES TARIFF 100 (available online at www.lynden.com), cargo valued at \$75,000 or greater will be assessed an additional charge of 2% of the total value as declared on the bill of lading.

CREDIT: Until you have been approved for credit with Alaska Marine Lines, you will be required to pay your freight charges in full before release of your cargo at the destination port.



Quote S200902104

Date: 09/02/2020

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Containers, platforms and chassis will be allowed 5 days free time beginning the following day after the vessel arrives at the destination port. Please refer to AML Rules Tariff AKMR 100A (available at <http://www.lynden.com/aml/tools/tariffs-and-forms.html>) for applicable rates.

Rates herein are valid for 30 days from the date shown above.

Cargo is transported on open deck barge. Shipper is responsible to sufficiently pack or prepare goods to withstand the normal rigors of barge transportation. Please visit our website for packaging instructions, available at <http://www.lynden.com/aml/tools/tariffs-and-forms.html>.

**FOR BREAKBULK/FULL LOAD SHIPMENTS GOING TO SOUTHEAST ALASKA:** Please deliver cargo to AML YARD 1 5600 West Marginal Way SW, Seattle, WA 98106 Toll-Free 1-800-326-8346

**FOR LCL SHIPMENTS GOING TO SOUTHEAST ALASKA:** Please deliver cargo to AML YARD 3 5615 West Marginal Way SW, Seattle, WA 98106 Toll-Free 1-800-326-8346

All services are subject to the standard terms and conditions of our Surface Transportation Board tariff (available at <http://www.lynden.com/terms-conditions.html>) and the bill of lading published therein. Any bill of lading or other shipping document issued shall not be effective to the extent it conflicts with our terms and conditions. By shipping with Alaska Marine Lines, you are acknowledging acceptance of our terms and conditions.

Please make a Booking with Customer Service and reference quote number to ensure proper rating.

Estimate is based on current rates. Actual freight charges shall be subject to increases and surcharges in effect at the time of shipment.

Rates and charges stated herein are estimates based on the shipment specifications provided, including, but not limited to, cargo description, dimensions, and weight, as well as requested origin and destination points, and shall not be construed as a tariff. Freight charges shall be assessed based on the actual weight, dimensions and services provided as verified when cargo is received.

Consolidation charges are applied as a flat charge per 20' container (\$285.00) or 20' platform (\$415.00), which includes consolidation and physical transfer of the cargo from Shipper's vehicle, plus an additional per bill of lading charge of \$21 for non-hazardous cargo or \$62 for hazardous cargo; charges are not subject to fuel surcharge.

Carrier's liability under the Extended Liability program shall be subject to a maximum limitation of \$75,000 per Package (as that term is defined in section 2 of Carrier's bill of lading) or, for Goods not deemed a Package, \$75,000 for all Goods identified on any single bill of lading issued by Carrier. The charge for any excess valuation declaration shall be two percent (2%) of the value so declared and inserted in the bill of lading.

Mailing Address:  
PO Box 24348  
Seattle, WA 98124-4348  
Toll Free 800-326-8346