

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

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).
Not applicable.

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 Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians (CTCLUSI) _____, 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: 08/27/2020

Roselynn Lwenya, Ph.D

[NAME]

[TITLE]

Director, Department of Culture and Natural Resources

SIGNATURE: 

[LEAD AGENCY]

for

Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians (CTCLUSI)

[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	July 2020
Project Sponsor Submits Proposal to Lead Agency	August 2020
Lead Agency Provides Written Approval of Project Sponsor's Proposal	August 2020
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	August 2020
Trustee Acknowledges Receipt of Project Certification and Funding Direction	August 2020
Trustee Allocates Share of Funds for Approved Project	November 2020
Lead Agency Directs Funding (Advance Funded Projects)	November 2020
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	NA
Project Sponsor Enters into Contracts, Purchase Orders, etc. - Start	November 2020
Project Sponsor Enters into Contracts, Purchase Orders, etc. - Complete	December 2020
Project Installation(s) – Start	
Project Installation(s) – Complete	February 2021
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)	March 2021
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	-
Project Sponsor Certifies Project Completion	March 2021
Lead Agency Reports Project Completion	March 2021

PROJECT BUDGET

Period of Performance: July 2020-March 2021				
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	\$21,883	\$21,883	\$0	\$0
2. Contractor Support <i>(Provide List of Approved Contractors as Attachment with approved funding ceilings)</i>	\$	\$	\$	\$
3. Subrecipient Support <i>(Provide List of Approved Subrecipients or Grant Awardees as Attachment with approved funding ceilings)</i>	\$	\$	\$	\$
4. Administrative ¹	\$3862	\$3862	\$0	\$0
Project Totals	\$25,745	\$25,745	\$0	\$0
Percentage	100 %	100 %	0 %	0 %

¹ 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	\$	\$	\$	\$ 25,745	\$
2. Anticipated Annual Cost Share	\$	\$	\$	\$	\$
3. Anticipated Total Project Funding by Year (line 1 plus line 2)	\$	\$	\$	\$ 25,745	\$
4. Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$	\$	\$	\$	\$
5. Current Beneficiary Project Funding to be paid through the Trust (line 1)	\$	\$	\$	\$ 25,745	\$
6. Total Funding Allocated to for Beneficiary, inclusive of Current Action by Year (line 4 plus line 5)	\$	\$	\$	\$ 25,745	\$
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)	\$	\$	\$	\$	\$

Attachment C: Detailed Plan for Reporting on Eligible Mitigation Action Implementation

No later than six months after the Tribe receives its 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, the Tribe shall submit to the Trustee a semiannual report describing the progress implementing the Tribe's project during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date).

Addendums

Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2)

CTCLUSI is requesting \$25,745 to install Electric Vehicle Charging Stations at the Tribe's Casinos in Florence, OR and Coos Bay, OR. These chargers will be available to the public as well as Tribal members for charging a variety of electric vehicles. This Action is done in accordance with Option 9 outlined in Appendix D-2: Eligible Mitigation Actions & Mitigation Action Expenditures.

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

The Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians ("CTCLUSI") will maintain and make publicly available all documentation and records submitted by the Beneficiary ("CTCLUSI") in support of each funding request supporting all expenditures of Trust Funds by Beneficiary. These records will be maintained until the Termination Date of the Trust pursuant to Paragraph 6.8 of the Trust Agreement, unless the laws of Beneficiary require a longer record retention period.

CTCLUSI will make publically available all documentation, stated previously, posted on the public side of the CTCLUSI website, under the Air Quality Program page under VW Settlement Tribal Trust. The website address is <https://ctclusi.org/airqualityprogram>. This site will be 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.

These documents will remain on this webpage until the Termination Date of the Trust.

There are no applicable laws governing the publication of confidential business information or personally identifiable information that would limit public documentation of this information in any manner.

CTCLUSI 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. CTCLUSI will endeavor to respond to such requests within ten (10) business days and, when the documents are requested, will advise the individual within that timeframe of the procedure for reviewing such documents.

Budget Breakdown

Category	Description	Cost
Equipment	EV Charging Station Coos Bay	\$13,123.00
Equipment	EV Charging Station Florence	\$8,718.00
Installation Support	Electrician Support (1 hours / \$42 per hour)	\$42.00
	SUBTOTAL	\$21,883.00
Administrative	Director (18 hours / \$57.77 per hour)	\$1040.00
Administrative	Environmental Specialist (56 hours / \$36.10 per hour)	\$2022.00
Administrative	Finance Staff (18 hours / \$44.44 per hour)	\$800.00
	ADMIN SUBTOTAL	\$3,862.00
	TOTAL	\$25,745.00

Proposal

Q#205597 THR0101

Reese Electric, Inc.

ELECTRICAL CONTRACTORS
1750 SHERMAN AVENUE
P.O. BOX 1068
NORTH BEND, OR 97459
(541) 756-0581 • FAX: 756-8613
email: reese@reeseelectric.com

PROPOSAL SUBMITTED TO THREE RIVERS CASINO	PHONE 541-902-6629	DATE August 17, 2020
STREET 5647 HIGHWAY 126	JOB NAME THREE RIVERS CASINO	
CITY, STATE, AND ZIP CODE FLORENCE, OR 97439	JOB LOCATION 1297 OCEAN BLVD COOS BAY, OR 97420	

Signature below certifies that customer acknowledges receipt of Oregon's "Consumer Protection Notice", "Notice of Procedure" & "Construction Liens"
We hereby submit specifications and estimates for:

PROVIDE & INSTALL:

1. Provide and install new dual pedestal electrical car charging station.
2. Provide and install wiring from panel room through existing 1-inch pvc parking lot light conduit to south west parking island.
3. Hook up and test charging station.

Excludes:

1. Cutting of concrete. All concrete and mounting / anchor materials will be provided by others. Concrete work must be planned and cutting of concrete must be completed before work is started.

Total for the above..... **\$13,123.00**

No other discounts or coupons may be used in conjunction with or applied to this proposal.

Excludes any repairs needed on site due to code violations that may exist prior to this electrical installation.

Any work completed outside of scope listed above will be completed on a Time and Material Basis.

Notes:

1. **Cancellation Fee Clause:** If it is necessary for Customer for any reason to cancel this job after signing this proposal, Customer agrees to pay charges for labor to set up job, permit fees, charges for non-returnable materials and any restocking fees incurred.
2. The schedule shall be made consultation with us and provide time for us to perform our work on an 8-hour day, 40-hour week basis. This proposal does not include provision for our being required to perform overtime work for delays not caused by us.
3. This quote excludes any and all insurance requirements other than listed on our basic insurance certificates, specifically, but not limited to, Waivers of Subrogation, Additional Insured, Pollution Writers, increased policy limits, and etc.. Any special provisions will be subject to additional fees.
4. **Collection Fee Clause:** You are financially responsible for the timely payment of your outstanding bill per our payment policies. You will be responsible for any and all collection agency fees up to 50% of the amount placed with the collection agency. In the event we seek legal action for collection on your accounts, you will also be responsible for any and all fees associate with court costs, garnishment and/or attorney fees.

We Propose hereby to furnish material and labor - complete in accordance with the above specification, for the sum of:

Thirteen Thousand, One Hundred, Twenty-Three and 00/100.....dollars (\$ 13,123.00)

Payment to be made as follows:

Balance due in full upon job completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

 SHANE ROGERS

Note: This proposal may be withdrawn by us if not accepted within **Fifteen (15)** days

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Proposal

Q#205598 THR0101

Reese Electric, Inc.

ELECTRICAL CONTRACTORS
1750 SHERMAN AVENUE
P.O. BOX 1068
NORTH BEND, OR 97459
(541) 756-0581 • FAX: 756-8613
email: reese@reeseelectric.com

PROPOSAL SUBMITTED TO THREE RIVERS CASINO	PHONE 541-590-5963	DATE August 17, 2020
STREET 5647 HIGHWAY 126	JOB NAME THREE RIVERS CASINO	
CITY, STATE, AND ZIP CODE FLORENCE, OR 97439	JOB LOCATION 5647 HIGHWAY 126	

Signature below certifies that customer acknowledges receipt of Oregon's "Consumer Protection Notice", "Notice of Procedure" & "Construction Liens"
We hereby submit specifications and estimates for:

PROVIDE & INSTALL:

1. Provide and install new electric vehicle charging station at existing charging location.
2. Provide and install new 40-amp circuit wire for new charging station in existing 1 inch pvc underground conduit from outdoor panel to existing charging station.
3. Hook up new charging station and test unit.

Excludes:

1. Any cutting of concrete for new station. All concrete work and mounting / anchor materials needed for new charging station will be provided by others. Concrete work must be planned and cutting of concrete must be done prior to work being started.

Total for the above..... **\$8,718.00**

No other discounts or coupons may be used in conjunction with or applied to this proposal.

Excludes any repairs needed on site due to code violations that may exist prior to this electrical installation.

Any work completed outside of scope listed above will be completed on a Time and Material Basis.

Notes:

1. **Cancellation Fee Clause:** If it is necessary for Customer for any reason to cancel this job after signing this proposal, Customer agrees to pay charges for labor to set up job, permit fees, charges for non-returnable materials and any restocking fees incurred.
2. The schedule shall be made consultation with us and provide time for us to perform our work on an 8-hour day, 40-hour week basis. This proposal does not include provision for our being required to perform overtime work for delays not caused by us.
3. This quote excludes any and all insurance requirements other than listed on our basic insurance certificates, specifically, but not limited to, Waivers of Subrogation, Additional Insured, Pollution Writers, increased policy limits, and etc.. Any special provisions will be subject to additional fees.
4. **Collection Fee Clause:** You are financially responsible for the timely payment of your outstanding bill per our payment policies. You will be responsible for any and all collection agency fees up to 50% of the amount placed with the collection agency. In the event we seek legal action for collection on your accounts, you will also be responsible for any and all fees associate with court costs, garnishment and/or attorney fees.

We Propose hereby to furnish material and labor - complete in accordance with the above specification, for the sum of:

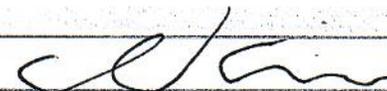
Eight Thousand, Seven Hundred, Eighteen and 00/100.....dollars (\$ 8,718.00)

Payment to be made as follows:

Balance due in full upon job completion.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

 **SHANE ROGERS**

Note: This proposal may be withdrawn by us if not accepted within **Fifteen (15)** days

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____