# BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary Cherokee Nation

Lead Agency Authorized to Act on Behalf of the Beneficiary: <u>Office of the Secretary of</u> <u>Natural Resources</u>

(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:                    | Cherokee Nation's 4th Round Zero Emission Project             |  |
|----------------------------------|---|--|
| <b>Beneficiary's Project ID:</b> | Cherokee Nation's 4 <sup>th</sup> Round Zero Emission Project |  |
| Funding Request No.              | 4 (sequential)  |  |
| Request Type:                    | □ Reimbursement X Advance                                     |  |
| (select one or                   | □ Other(specify):_  |  |
| Payment to be made to:           | X Beneficiary   |  |
| (select one or more)             | □ Other (specify): _  |  |
| Funding Request &                | X Attached to this Certification                              |  |
| Direction (Attachment A)         | To be Provided Separately                                     |  |

# **SUMMARY**

Eligible Mitigation Action X Appendix D-2 item (specify): 1(f)(4); 2(e)(4), 6(e)(2); 6(e)(4); 9(c)(1)

Action Type□ Item 10 - DERA Option (5.2.12) (specify and attachDetailed Description of Mitigation Action Item Including Community and Air QualityBenefits (5.2.2): Please see Exhibit 1 attached hereto

Estimate of Anticipated NOx Reductions (5.2.3): Please see Exhibit 2 attached hereto

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): Cherokee Nation Financial Resources

**Describe how the Beneficiary will make documentation publicly available (5.2.7.2).** Please see Exhibit 3 attached hereto

**Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).** Not applicable

**Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).** Please see <u>Exhibit 4</u> attached hereto

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)

| Х | Attachment A | Funding Request and Direction.  |
|---|--------------|---|
| Х | Attachment B | Eligible Mitigation Action Management Plan Including Detailed<br>Budget and Implementation and Expenditures Timeline (5.2.4).   |
| Х | Attachment C | Detailed Plan for Reporting on Eligible Mitigation Action<br>Implementation (5.2.11).   |
| Х | Attachment D | Detailed cost estimates from selected or potential vendors<br>for each proposed expenditure exceeding \$25,000 (5.2.6).<br>[Attach only if project involves vendor expenditures<br>exceeding \$25,000.] |
|   | Attachment E | DERA Option (5.2.12). [Attach only if using DERA option.]   |
|   | Attachment F | Attachment specifying amount of requested funding to be<br>debited against each beneficiary's allocation (5.2.13). [Attach<br>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 Cherokee Nation, 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:** August 23, 2021

Char M

Chad Harsha Secretary of Natural Resources

The Office of the Secretary of Natural <u>Resources</u> [LEAD AGENCY]

for

Cherokee Nation [BENEFICIARY]

#### <u>Detailed Description Of Mitigation Action Item</u> Including Community And Air Quality Benefits (5.2.2)

The Cherokee Nation is pleased to submit the Cherokee Nation's 4<sup>th</sup> Round Zero Emission Project ("Project") under the Environmental Mitigation Trust Agreement for Indian Tribe Beneficiaries dated November 30, 2018 ("Indian Tribe Trust Agreement"). The Project is primarily submitted under Sections 1(f)(4), 2(e)(4), and 6(e)(4) of Appendix D-2 to the Indian Tribe Trust Agreement, which permits "Beneficiaries" to replace "Eligible" vehicles (including medium and large trucks and buses) with "Up to 100% of the cost of a new All-Electric vehicle, including charging infrastructure associated with the new All-Electric vehicle." The Project also includes a light duty zero emission vehicle ("ZEV") component under Section 9(c)(1) of Appendix D-2, a construction cost component under the administrative cost section in Appendix D-2, and new diesel vehicles under Section 6(e)(2).

The Cherokee Nation intends to participate in all funding cycles under the Indian Tribe Trust Agreement with the goal of deploying multiple all-new medium and large electric vehicles servicing various transportation needs for the Cherokee Nation, along with the charging infrastructure associated with each of the all-new electric vehicles. The Project will be the fourth step in the Nation employing a substantial electric vehicle fleet. As part of the Cherokee Nation's prior projects submitted under the Indian Tribe Trust Agreement, the Cherokee Nation has already deployed a new all electric school bus and charging infrastructure, and is currently in the process of ordering additional new all electric vehicles and building the associated charging infrastructure. For all of its projects under the Indian Tribe Trust Agreement, the Cherokee Nation is planning to increase its electric fleet including buses and medium and large electric vehicles, and building out its electrical charging infrastructure so that its electric fleet can utilize additional destinations and routes. The electrical charging stations are designed to utilize a standard fast charger that will be able to be used by all the electric fleet. The Cherokee Nation has installed, or is in the process of installing, charging stations for its electric fleet at Stilwell (completed as part of Round 1), Tahlequah (completed as part of Round 2), Sequoyah High School (currently under construction), Catoosa (currently in planning), and West Siloam Springs (currently in planning). The Cherokee Nation intends to install additional charging stations at other locations, potentially including Roland, Vinita, Sallisaw, Muskogee, Will Rogers Downs, and/or others. These additional locations will depend on final budget and planning decisions.

The Project will be the fourth step, for which the Cherokee Nation intends to purchase the following electric vehicles to add to its existing and planned electric fleet:

 A new 2023 zero emission Thomas electric bus will provide transportation for the Cherokee Nation's school system. This will replace a tribally owned 1998 International 3800 class 7 48 passenger bus, VIN number 1HVBBABP9WH569999. This bus is an "Eligible Bus" under Section 2 of Appendix D-2 because it is a diesel bus that is older than 2009 and has a Gross Vehicle Weight Rating greater than 14,001 lbs. The Cherokee Nation anticipates this vehicle will travel about 30,000 miles per year.

- 2. A new 2023 zero emission box truck that will provide infrastructure support for the Cherokee Nation. This will replace a tribally owned 2003 International MA025 class 6 Box truck, VIN number 3HTMMAAM53N582771. This truck is an "Eligible Medium Truck" under Section 6 of Appendix D-2 because it is a diesel truck that is older than 2009 and has a Gross Vehicle Weight Rating between 14,001 and 33,000 lbs. The Cherokee Nation anticipates this vehicle will travel about 3,000 miles per year.
- 3. A new 2023 zero emission dump truck. This will replace a tribally owned 2000 Mack CX6 class 8 dump truck, VIN 1M1AE06Y4YW001311. This truck is an "Eligible Large Truck" under Section 1 of Appendix D-2 because it is a diesel truck that is older than 2009 and has a Gross Vehicle Weight Rating greater than 33,000 lbs. The Cherokee Nation anticipates this vehicle will travel about 5,000 miles per year.
- 4. A new 2023 zero emission water truck. This will replace a tribally owned 1992 International 4700 class 7 water truck, VIN 1HSSCNKN6NH409500. This truck is an "Eligible Medium Truck" under Section 6 of Appendix D-2 because it is a diesel truck that is older than 2009 and has a Gross Vehicle Weight Rating between 14,001 and 33,000 lbs. The Cherokee Nation anticipates this vehicle will travel about 5,000 miles per year.
- 5. A new 2023 zero emission water truck. This will replace a tribally owned 2000 Freightliner FL70 class 7 water truck, VIN 1FV6HLAA0YHF69947. This truck is an "Eligible Medium Truck" under Section 6 of Appendix D-2 because it is a diesel truck that is older than 2009 and has a Gross Vehicle Weight Rating between 14,001 and 33,000 lbs. The Cherokee Nation anticipates this vehicle will travel about 5,000 miles per year.

The Cherokee Nation's Project will also deploy the charging infrastructure associated with the all-new electric vehicles. Since multiple locations are planned to have a charging station installed as part of the Cherokee Nation's other projects, for the Project the Cherokee Nation intends to install charging infrastructure at two other locations where the fleet will travel to in a cascading order of priority. The Cherokee Nation will install additional charging stations as part of the Project depending on available funding and actual costs. The Cherokee Nation also intends to install a solar canopy at one of the charging infrastructure locations, as part of the charging infrastructure associated with the new vehicles. The estimated price for the charging stations is based off the most recent quote for \$369,973 that the Cherokee Nation has received for installing a heavy duty vehicle electric charging station.

To accomplish the Project, the Cherokee Nation plans to partner with Francis Renewable Energy. Francis Renewable Energy has been working with the Cherokee Nation on numerous electrical vehicle projects, including installing the Cherokee Nation's Solar Canopy Parking/EV Charging Stations project at the Cherokee Nation Headquarters and working on the Cherokee Nation's prior projects under the Indian Tribe Trust Agreement, including construction of the Stillwell and Tahlequah charging sites. For the Project, Francis Renewable Energy has provided the Cherokee Nation with estimates for the Cherokee Nation's most recently quoted charging infrastructure as well as light duty ZEV infrastructure projects that the Cherokee Nation may include as part of the Project or in future funding cycles, not all of which are planned for the Project.

The Cherokee Nation has obtained quotes for all the vehicles, and for most vehicles has obtained more than one quote. However, due to the rapidly developing electric vehicle market that the Cherokee Nation has become familiar with during its prior projects under the Indian Tribe Trust Agreement and in the process of preparing this application, the Cherokee Nation intends to continue to work with multiple potential manufacturers before making a final decision on which vehicles the Cherokee Nation will purchase. This is important not just to maintain the flexibility to choose the product that will most closely fit the Cherokee Nation's needs, but will also allow for flexibility in case of changes to the Project, such as a budget change or a manufacturer declining to deliver a vehicle. For the school bus, the Cherokee Nation has previously purchased an electric Thomas bus and uses that as an estimate for the new school bus. For the box truck, the Cherokee Nation has obtained quotes from BYD and Lion Electric and uses the Lion Electric proposal. For the water trucks and dump truck, the Cherokee Nation has obtained a quote from BYD, and is in the process of obtaining quotes from other heavy duty electric vehicle suppliers.

The Cherokee Nation's Project also includes a light duty ZEV component. Section 9 of Appendix D-2 permits beneficiaries to use up to 15% of their funds "on the costs necessary for, and directly connected to, the acquisition, installation, operation and maintenance of new light duty zero emission vehicle supply equipment for projects specified below." Light duty ZEV charging stations will help further the electrification work that the Cherokee Nation has already started with their recently installed solar canopy in Tahlequah, as well as the electrification work that the Cherokee Nation is in process with its other projects. In accordance with Section 9(c)(1) of Appendix D-2, the Cherokee Nation is planning to make all light duty ZEV charging stations available to the public on property owned by the Cherokee Nation. For all of the light duty ZEV charging stations, the Cherokee Nation intends to install a mix of Level II, Level III, and Level IV chargers. However, the number and final design of these charging stations will depend on the particular site's needs, as well as the available budget based on the actual costs of installation at each selected site. For this Project, only Level III chargers are planned.

The written estimates the Cherokee Nation received from Francis Renewable Energy have helped the Cherokee Nation with planning for the scope of the light duty ZEV component of the Project. The Cherokee Nation has identified the following locations as desirable locations for additional light duty ZEV charging stations: Hard Rock Hotel and Casino in Catoosa, Three Rivers Health Center in Muskogee, Cherokee Casino in Tahlequah, WW Hastings hospital in Tahlequah, Cherokee Health Clinic in Vinita, and Cherokee Casino in West Siloam Springs. The Cherokee Nation plans to add additional chargers to existing charging stations and to construct light duty ZEV charging stations at other locations, and plans to do so in this funding cycle or in future funding cycles depending on available funds and actual costs.

The Cherokee Nation's Project also includes a construction cost component. The administrative cost section of Appendix D-2 permits beneficiaries to use up to 15% of their funds "for actual administrative expenditures (described below) directly associated with implementing such Eligible Mitigation Action." It continues: "Administrative expenditures for Beneficiaries

include the following: ... 6. Construction including costs associated with ordinary or normal rearrangement and alteration of facilities." The Cherokee Nation anticipates that most of its facilities may need to be altered for use as a medium and large vehicle charging facility. The Cherokee Nation has an estimate for concrete for a dual vehicle charging site for \$100,000. The budget below reflects a concrete construction cost estimate for each of the vehicle charging stations planned as part of the Project using this cost.

Finally, the Project includes the following new diesel vehicles, for which the Cherokee Nation has attached a quote for a for \$97,997:

- 6. A new 2023 diesel box truck. This will replace a tribally owned 2005 International MA025 class 6 box truck, VIN 1HTMMAAM05H130613. This truck is an "Eligible Medium Truck" under Section 6 of Appendix D-2 because it is a diesel truck that is older than 2009 and has a Gross Vehicle Weight Rating between 14,001 and 33,000 lbs. The Cherokee Nation anticipates this vehicle will travel about 3,000 miles per year.
- 7. A new 2023 diesel box truck. This will replace a tribally owned 2007 Isuzu NPR class 4 box truck, VIN JALC4B16377006214. This truck is an "Eligible Medium Truck" under Section 6 of Appendix D-2 because it is a diesel truck that is older than 2009 and has a Gross Vehicle Weight Rating between 14,001 and 16,000 lbs. The Cherokee Nation anticipates this vehicle will travel about 3,000 miles per year.

For all replaced vehicles, the old engine and chassis will be permanently disabled. Disabling the engine consists of cutting or punching a three-inch hole in the engine block. Disabling the chassis entails cutting completely through the frame/frame rails on each side of the vehicle/equipment at a point located between the front and rear axles. If other, pre-approved scrapping methods were used, details and documentation will be included, including photos of the disabled engine/chassis and/or a signed Certificate of Vehicle/Engine Destruction.

The Cherokee Nation contracted with the Askman Law Firm for consultation services on the Project. The Askman Law Firm has already provided support for the Project by assisting with designing the Project and with preparing this application. The Askman Law Firm will also provide support in implementing the Project and with submitting the required reports. Attached hereto is a fee request from the Askman Law Firm with additional detail on their consultation services.

The Cherokee Nation's Project will result in several significant benefits, including but not limited to substantially lower energy and maintenance costs, zero tailpipe emissions, including NOx, reduced greenhouse gas emission, reduced dependence on fossil fuels, reduced noise pollution in surrounding neighborhoods, better vehicle performance and propulsion system durability, and increased comfort for the operator and passengers.

As set forth in the schedule below, the Cherokee Nation anticipates finalizing and ordering vehicles for delivery in 2023. The final price of each vehicle will depend heavily on the chosen vendor, so the estimates used for this application are meant to provide a framework for the planned projects. The Cherokee Nation will adjust the budget as necessary to accommodate any price fluctuations that occur.

## **Estimate Of Anticipated NOx Reductions (5.2.3)**

The Cherokee Nation used the Diesel Emissions Quantifier (DEQ) tool provided by the United States Environmental Protection Agency to calculate the anticipated NOx reduction.<sup>1</sup> Using the estimates set forth in the table below for the average annual mileage and idling time for the vehicles, the Cherokee Nation input each bus and truck into the DEQ tool. The Cherokee Nation then input the annual NOx savings calculated by the DEQ tool into the table below, and then totaled the annual savings for each vehicle. This method estimates that the new vehicles will reduce NOx emissions by 3,974 pounds per year.

| Vehicle<br># | Description                 | Miles per<br>year | Idle<br>hours per<br>year | NOx<br>(tons/yr) | NOx<br>(lbs/year) | % NOx reduction |
|--------------|-----------------------------|-------------------|---------------------------|------------------|-------------------|-----------------|
| 1            | Class 7 Bus                 | 30,000            | 250                       | 0.556            | 1112              | 100%            |
| 2            | Class 6 Box truck           | 3,000             | 200                       | 0.05             | 100               | 100%            |
| 3            | Class 8 Dump<br>truck       | 5,000             | 2,400                     | 0.443            | 886               | 100%            |
| 4            | Class 7 Water<br>truck      | 5,000             | 2,400                     | 0.443            | 886               | 100%            |
| 5            | Class 7 Water<br>truck      | 5,000             | 2,400                     | 0.443            | 886               | 100%            |
| 6            | Diesel Class 6 Box<br>truck | 3,000             | 200                       | 0.026            | 52                | 80%             |
| 7            | Diesel Class 6 Box<br>truck | 3,000             | 200                       | 0.026            | 52                | 80%             |
|              |                             |                   |                           | Total:           | 3,974             | 99%             |

<sup>&</sup>lt;sup>1</sup> The DEQ Tool can be accessed at this website:

https://cfpub.epa.gov/quantifier/index.cfm?action=user.account

#### **Describe How The Beneficiary Will Make Documentation Publicly Available (5.2.7.2)**

The Cherokee Nation will maintain and make publicly available all documentation submitted in support of its funding request and all records supporting all expenditures of any funds it receives, subject to applicable laws governing the publication of confidential business information and personally identifiable information. Such documentation shall be made publicly available on the public notice portion of the website of The Office of the Secretary of Natural Resources, which can be found at the web address https://www.cherokee.org/ourgovernment/secretary-of-natural-resources-office/. This website will include a link for members of the public to request additional information and documents related to the funding request and expenditure of funds. In addition, under Section 5.3 of the Indian Tribe Trust Agreement the Trustee will post on its public-facing website the semiannual reports submitted to the Trustee by the Cherokee Nation.

The Cherokee Nation's certification of Section 7 of its Certification for Beneficiary Status Under Environmental Mitigation Trust Agreement is subject to the Cherokee Nation's governing policies on the release of its records, which establishes the Cherokee Nation's position on the procedures for making records publicly available and on the handling of requests by outside parties for the release of various categories of tribal records and the procedures for handling such requests. The Cherokee Nation protects from disclosure privileged and protected information. The Cherokee Nation will endeavor to respond to requests for records within three weeks.

## Describe How The Beneficiary Complied With Subparagraph 4.2.8, Related To Notice To U.S. Government Agencies (5.2.9)

The Cherokee Nation certifies that it has been more than 30 Days since the Cherokee Nation was deemed a Beneficiary pursuant to subparagraph 4.0.2.1 of the Indian Tribe Trust Agreement, and that the Cherokee Nation has not been contacted by any Federal Agency notifying the Cherokee Nation of its interest thereunder.

# ATTACHMENT B

# Eligible Mitigation Action Management Plan Including Detailed Budget And Implementation And Expenditures Timeline (5.2.4)

## **PROJECT SCHEDULE AND MILESTONES**

The estimated schedule for the Project can be broken into the following four steps:

#### Step 1. Trustee Award [November 2021]

The Cherokee Nation's Project will not begin until the Trustee has distributed funds to the Cherokee Nation. The Cherokee Nation assumes this will occur in November 2021 pursuant to Paragraph 5.2.16.1 of the Indian Tribe Trust Agreement.

#### Step 2. Contracting, Project Planning, and Initiation [November 2022]

This step will include detailed project planning to finalize the scope, assignments, and timeline. This phase will result in a formal kick-off of the Project with all team members so that they can successfully meet project goals and objectives. This step also includes executing agreements with the contractors, including final selection of the all-new electric medium and large vehicle manufacturers. The Cherokee Nation anticipates that this can mostly be performed simultaneously with project planning. The Cherokee Nation estimates that this will conclude in November 2022.

## Step 3 (Infrastructure Installation and Vehicle Deployment) [May 2024]

The Cherokee Nation anticipates that steps 3.a. (Vehicle Procurement and Deployment) and 3.b. (Infrastructure Installation) can be performed simultaneously.

## Step 3.a. Vehicle Procurement and Deployment [August 2023]

This step includes finalizing the specifications for the vehicles by working with the third party suppliers. Once the specifications are finalized, the Cherokee Nation expects that the lead-time on the vehicles will be at least 12 months. The funds for the vehicles will be expended when a vehicle is ordered. The Cherokee Nation will conduct pre-delivery inspections to approve vehicle delivery, and conduct post-delivery inspections for final approval. If necessary, the Cherokee Nation will engage the services of external vendors to complete the inspections.

This step also includes deployment of the vehicles. Delivered vehicles will be registered and insured by the Cherokee Nation. At the time a vehicle is delivered, construction of some of the charging stations should be completed. A series of tests will be conducted to ensure the vehicles can be charged properly with the charging equipment and can operate along the planned medium and large vehicle routes, including testing the vehicle at any existing charging station(s). During this phase, staff will receive the necessary training to operate and maintain the vehicles. At the end of this phase, the vehicle being replaced will be scrapped.

#### Step 3.b. Infrastructure Installation [May 2024]

This step includes finalizing site plans for the charging stations and seeking the necessary permits from local authorities to install the systems. During this step, the Cherokee Nation will be working with all third parties to develop site and installation plans for the charging stations, including any site engineering (such as civil, electrical, and mechanical), construction, and equipment installation.

The costs for the charging infrastructure equipment will be expended when the parts are ordered once the site design is complete. The costs for the charging infrastructure installation will be expended as infrastructure is completed. Once construction at a charging site is complete, the site will be tested with the vehicles in the Cherokee Nation's electric fleet.

#### Step 4. Project Completion [August 2024]

During the course of the Project, the Cherokee Nation will provide semiannual reports on its status. Once the replaced vehicles are scrapped and the charging infrastructure is installed, the Cherokee Nation will issue a final report summarizing implementation and will close out the project with the Trustee. The Cherokee Nation estimates project completion will occur in August 2024.

# **PROJECT BUDGET**

|   | I ROJEC   | DUDGEI         | 1         |              |                           |
|---|---|----------------|-----------|--------------|---------------------------|
| Eligible Mitigation Action<br>and Mitigation Action<br>Expenditure Categories | Aitigation Action Item                                |                |           | Total        | % Paid<br>by the<br>Trust |
|   | Electric Box<br>truck                                 | \$327,498      | 1         | \$ 327,498   | 100%                      |
|   | Electric Dump<br>truck                                | \$375,000      | 1         | \$ 375,000   | 100%                      |
|   | Dump truck<br>shipping                                | \$10,000       | 1         | \$ 10,000    | 100%                      |
|   | Electric Water<br>Truck                               | \$375,000      | 2         | \$ 750,000   | 100%                      |
|   | Water Truck<br>shipping                               | \$10,000       | 2         | \$ 20,000    | 100%                      |
| D-2 Sections 1(f)(4), 2(e)(2),<br>2(e)(4), and 6(e)(4) -                      | Electric Thomas<br>Bus                                | \$ 375,823     | 1         | \$ 375,823   | 100%                      |
| Government-Owned Eligible<br>Medium and Large Vehicles                        | Charging<br>Infrastructure -<br>DC Charger            | \$369,973      | 2         | \$ 739,946   | 100%                      |
|   | Charging<br>Infrastructure -<br>Solar Canopy          | \$173,040      | 1         | \$ 173,040   | 100%                      |
|   | Diesel Box<br>Truck                                   | \$97,997       | 2         | \$ 195,994   | 100%                      |
|   | Other - vehicle<br>salvage fee                        | \$1,000        | 7         | \$ 7,000     | 100%                      |
| Government-Owned Eligib   | ole Medium and La                                     | rge Vehicles S | Subtotal: | \$ 2,974,301 |                           |
| D-2 Section 9(c)(1) - Light   | First Level 3<br>Charger                              | \$125,384      | 1         | \$ 125,384   | 100%                      |
| Duty ZEV, Gov't Property  | Each Add'l<br>Level 3 Charger                         | \$112,846      | 2         | \$ 225,692   | 100%                      |
| Light Duty ZE   | 1   | \$ 351,076     |           |              |                           |
| Administrative Expenditures   | Contractual -<br>application by<br>Askman Law<br>Firm | \$40,361       | See Quote | \$ 40,361    | 100%                      |
|   | Construction at<br>each charging<br>site              | \$ 100,000     | 2         | \$ 200,000   | 100%                      |
| Administrat   | ive Expenditures Su                                   | ıbtotal:       | ·         | \$ 240,361   |                           |
| PR  | \$ 3,565,738  | 100%           |           |              |                           |

# **PROJECTED TRUST ALLOCATIONS:**

|                | 2017 | 2018 | 2019 | 2020 | 2021           |
|----------------|------|------|------|------|----------------|
| 1. Anticipated |      |      |      |      |                |
| Annual Project |      |      |      |      |                |
| Funding        |      |      |      |      | \$ 2 565 729   |
| Request to be  |      |      |      |      | \$ 3,565,738   |
| paid through   |      |      |      |      |                |
| the Trust      |      |      |      |      |                |
| 2. Anticipated |      |      |      |      |                |
| Annual Cost    |      |      |      |      | \$ 0           |
| Share          |      |      |      |      |                |
| 3. Anticipated |      |      |      |      |                |
| Total Project  |      |      |      |      | ¢ 2 5 (5 7 2 9 |
| Funding by     |      |      |      |      | \$ 3,565,738   |
| Year           |      |      |      |      |                |

# ATTACHMENT C

#### **Detailed Plan For Reporting On Eligible Mitigation Action Implementation (5.2.11)**

No later than six months after the Cherokee Nation receives its first disbursement of Trust Assets for the Cherokee Nation's Project, 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 Cherokee Nation shall submit to the Trustee a semiannual report describing the progress implementing the Cherokee Nation'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).

The Cherokee Nation's reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of the Cherokee Nation's Project. The Cherokee Nation does not anticipate that these reports will be onerous because Cherokee Nation's Project primarily consists of a small number of significant deliverables (for example, the installation of a charging station or the delivery of an electric vehicle). If necessary, the Cherokee Nation will engage the services of external vendors to review and/or audit these reports. These reports shall be signed by an official with the authority to submit the report for the Cherokee Nation and will contain an attestation that the information is true and correct and that the submission is made under penalty of perjury.

# ATTACHMENT D

# **Detailed Cost Estimates From Selected Or Potential Vendors For Each Proposed Expenditure Exceeding \$25,000 (5.2.6)**

Attachment D consists of the following cost estimates

- Electric vehicle estimates:
  - Estimate of \$375,823 from Thomas for a school bus
  - Estimate of \$327,498 from Lion Electric for a box truck
  - Estimate of \$375,000 plus \$10,000 shipping from BYD for a dump truck
  - Estimate of \$375,000 plus \$10,000 shipping from BYD for a water truck
- Cost estimate from Francis Renewable Energy including (this estimate is older because the Cherokee Nation has not made a final decision on which sites to use, and the final pricing depends in large part on selection of the final charging site):
  - \$173,040 to install a solar canopy.
  - Light duty ZEV charging infrastructure cost estimates including an estimate to install light duty Level 3 charging infrastructure of \$125,384 for the first charger and \$112,846 for each additional charger.
  - Construction infrastructure cost estimates from Francis Renewable Energy, including an estimate of \$100,000.00 for the most recent concrete paving work for charging site.
- Most recent medium and large vehicle charging infrastructure cost estimate from Francis Renewable Energy of \$369,973 for West Siloam Springs
- Diesel box truck estimate of \$97,997
- Contractual Fee request from The Askman Law Firm for assistance already provided on the application, an estimate for implementation support, and an explanation of why there will not be a cost share because if the budget exceeds the allocation, the cost share portion will be zeroed out by reducing funding of the light duty ZEV project and/or reducing funding of administrative costs so that the budget equals the allocation.

As set forth in the schedule in Attachment B, the Cherokee Nation anticipates finalizing and ordering vehicles for delivery in 2023. The final price of each vehicle will depend heavily on the chosen vendor, so the estimates used for this application are meant to provide a framework for the planned projects. The Cherokee Nation will adjust the budget as necessary to accommodate any price fluctuations that occur.

# *MIDWEST BUS SALES INC* 2150 SW 27TH EL RENO, OK 73036 (405)262-1044



# **INVOICE**

| 12/02/2020<br>V020004520<br>126379<br>17975<br>JUSTIN ROLES<br>213001C2 | Invoice Date:<br>Invoice No.:<br>Stock No.:<br>Customer No.:<br>Salesperson:<br>Order No.: |                    |          |      |                  | <b>DKEE NATION</b><br>5. MUSKOGEE AVE.<br>QUAH, OK 74464<br>KEE             | 17675          |
|---|--|--------------------|----------|------|------------------|---|----------------|
|   |  |                    | 453-5000 | (9   | Work:<br>Mobile: |   | Phone:<br>Fax: |
|   |  | C2                 | MAS      |      | 2021             | Vehicle: NEW<br>Pass/Cap: 77<br>Body Serial No: 2063811<br>VIN No: 4UZAEXG4 |                |
| \$375,823.00  |  | Sale Price:        |          |      | 11/10/11/10      |   |                |
|   | N/A  |                    |          |      |                  |   |                |
|   |  |                    |          |      |                  | Title Fee:  |                |
|   | N/A  |                    |          |      |                  | License Fee:  |                |
|   | N/A<br>\$  |                    |          |      | ee:              | Documentation F   |                |
|   | \$   |                    |          |      |                  |   |                |
|   | \$   |                    |          |      |                  |   |                |
|   | \$   |                    |          |      |                  |   |                |
|   | \$<br>\$   |                    |          |      |                  |   |                |
|   | φ  |                    |          |      |                  |   |                |
|   |  | \$0.00             |          |      |                  | Cash Down:  |                |
|   |  | N/A                |          |      |                  | Trade Allowance:  |                |
| \$0.00  |  | otal Trade Equity: |          |      |                  |   |                |
| \$0.00  |  |                    | NIT      | RY ( | 1 DELIVEF        | PO# 239030<br>PAYMENT DUE OI  |                |
| \$375,823.00  |  | Subtotal Due:      |          |      |                  |   |                |
| \$N/A   |  | Sales Tax:         | _        |      |                  |   |                |
| \$375,823.0   |  | al Amount Due:     | -        |      |                  |   |                |

Lienholder: CASH FINANCE - - CUSTOMER,

| Vehicle Received By: |           |  | Date:                             |
|----------------------|-----------|--|-----------------------------------|
|                      | Signature | Print Name                             | Please Remit To:                  |
|                      |           |  | Midwest Bus Sales                 |
|                      |           | Thomson                                | PO Box 844725                     |
|                      |           |  | Kansas City, MO 64184-4725        |
|                      |           | BUILT <sup>19</sup> BUSES <sub>®</sub> | kristin.weast@thekincaidgroup.com |
|                      |           |  | 913-928-6473                      |



LION6 Zero Emission Urban Truck Quote # 8\_Lion6-03-2020

Date: 08-03-20

Customer Name: Pat Gwin

# **Quote Prepared By:**

Company: Cherokee Nation Name: Rick Lee

Address: W.W. Keller Complex Company: The Lion Electric Company

City: Tahlequah Phone: 810.417.0651

State/Zip: OK, 74465-0515 Email:

Email: Pat-Gwin@cherokee.org Richard.lee@thelionelectric.com

| MAKE                                    |            | MODEL                                | KWH |
|---|------------|--------------------------------------|-----|
| UNIT PRICE                              | <u>QTY</u> | TOTAL                                |     |
| Lion6 Urban Truck<br>\$305,000.00       | 1          | T1 Lion6 Single Axle<br>\$305,000.00 | 210 |
| Vehicle Launch Discount<br>\$ 20,000.00 | 1          | (\$20,000.00)                        |     |
| <b>Optional Equipment:</b>              |            |                                      |     |
| 26' Transit Box<br>\$ 31,148.00         | 1          | Morgan Truck Body<br>\$ 31,148.00    |     |

Rear Lift Gate Morgan- Tuck Under \$ 2,500.00 \$ 2,500.00 1 Stability Control \$ 2,000.00 \$ 2,000.00 1 Standard Battery Warranty: 8yr./or 160K Gross discharge per pack NC Sales Tax TBD Shipping / Freight \$ 6,850.00 \$ 6,850.00 1

Total: \$327,498.00

# BYD Proposal for Oklahoma Race Track

FINAL

22 December 2017



This proposal does not contain confidential information

BYD Motors Inc. is an American manufacturing company and a wholly owned subsidiary of BYD Company Ltd, a global original equipment manufacturer (OEM) with over \$15B in revenue annually and over 220,000 employees across the globe. BYD was founded in 1995 as a battery manufacturer and advanced consumer electronics company, and continues to be one of the pre-eminent manufacturers of smart phones, tablets, and laptops for global partners like Apple, Dell, Toshiba, Microsoft, Samsung, Motorola, and many more.

Through these efforts, BYD became the world's largest producer of rechargeable batteries, driving innovation by reinvesting billions of dollars into research and development every year. The company has over 20 years of experience in optimizing battery technologies, dedicating more than 20,000 engineers to research and development and holding over 12,000 patents. In 2003, BYD entered the automotive market and began to apply its battery expertise to the challenge of transportation, becoming the largest domestic car manufacturer in China. BYD's unique combination of battery and automotive experience is now revolutionizing every aspect of clean transportation, with a product line of 100% electric buses, trucks, forklifts, passenger vehicles, and monorail systems. BYD's clean energy division also produces energy storage systems, solar panels, and LED lights.

Each vehicle's battery chemistry is selected to optimize performance and safety for the bus, truck, equipment, and consumer car product lines. This has led to global dominance in the electric vehicle marketplace: BYD has sold more consumer electric vehicles than any other carmaker for the past two years running, with 13.2% of global electric vehicle market share in 2016. In the Heavy Industries Group, BYD has delivered over 35,000 electric buses, and sales continue to grow. BYD sold 13,278 units 2016 – a 140% increase over the prior year – and the company is on track to sell 17,000 buses in 2017.

BYD's products form a complete clean-energy ecosystem. BYD's photovoltaic panels capture power from the sun, store it in BYD's energy storage systems, and then use it in BYD's electric vehicles without ever touching fossil fuels. This model has made BYD a global clean technology powerhouse that is changing what's possible in electrified public transportation, medium- and heavy-duty trucks, electric forklifts, energy storage, and solar power generation.

In 2011, BYD entered the North American market when it established its headquarters in Downtown Los Angeles. In 2013, the company opened two factories in Los Angeles County (Lancaster, California). The BYD Coach and Bus facility focuses on all-electric buses for the transit industry, in addition to all-electric trucks for urban delivery, goods movement, and refuse applications. BYD Energy manufactures battery systems for the vehicles.

BYD has delivered more than 165 all-electric buses to customers in the U.S. and Canada, more than any other North American OEM. BYD is currently producing over 300 buses and has options for 300 additional purchases. BYD Coach and Bus customers include transit agencies, universities and airports across North America, including LA Metro, LADOT, Stanford University, UCLA, UC San Francisco, UC Irvine, Denver Regional Transportation District, City of Albuquerque, Kansas City International Airport, Antelope Valley Transit Authority, and many others.

By the end of 2017, BYD will have delivered over 40 all-electric trucks in North America, with orders for more than 140 trucks to-date. BYD has orders for electric trucks from customers including UPS, Goodwill, BNSF Railway, Los Angeles Sanitation, tenants of the Ports of Los Angeles, Long Beach and San Diego, and many others.

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#### Summary

A summary of BYD's technologies for this project are below.

| Vehicle                                | Price Per Unit | No. | Total       |
|--|----------------|-----|-------------|
| BYD 6F – 20' Box                       | \$202,000      | 1   | \$202,000   |
| BYD 8R – water trucks                  | \$375,000      | 3   | \$1,125,000 |
| BYD 8R – dump truck                    | \$375,000      | 1   | \$375,000   |
| BYD 40 kW Charger                      | \$2,500        | 1   | \$2,500     |
| BYD 40 kW Installation Cost – Estimate | \$3,000        | 1   | \$3,000     |
| BYD 80 kW Charger                      | \$8,000        | 4   | \$32,000    |
| BYD 80 kW Installation Cost – Estimate | \$6,000        | 4   | \$24,000    |
| Logistics Cost for Shipping Trucks     | \$10,000       | 5   | \$50,000    |
| Total                                  |                |     | \$1,813,500 |

## BYD 6F - 20' Box

# Specifications

To replace existing 25,500 lb GVWR and 20 foot box truck. BYD recommends the BYD 6F, which is an allelectric cab and chassis. Specifications for the BYD 6F are below.



|             | Length                   | 290.8 in                |
|-------------|--------------------------|-------------------------|
|             | Width                    | 88.6 in                 |
| Dimensions  | Height                   | 93.9 in                 |
| ormensions  | Wheelbase                | 167.3 in                |
|             | Curb Weight              | 11,591 lbs              |
|             | GVWR                     | 25,950 lbs              |
|             | Payload                  | 14,359 lbs              |
|             | Top Speed                | 56 mph                  |
| Performance | Max Gradeability         | ≥30%                    |
|             | Range                    | 124 miles               |
|             | Approach/Departure Angle | 24°/ 16°                |
|             | Wheel Rim                | 19.5×6.75H              |
| Chassis     | Tires                    | 245/70R19.5             |
| 01100000    | Suspension               | Front/Rear Leaf Spring  |
|             | Brakes                   | Front/Rear Disc Braking |
|             | Max Power                | 201 hp                  |
|             | Rated Power              | 201 hp                  |
|             | Max Torque               | 406 lb-ft               |
| Powertrain  | Rated Torque             | 406 lb-ft               |
| owerdam     | Max Motor Speed          | 10,000 rpm              |
|             | Battery Capacity         | 148.5 kWh               |
|             | Charging Power           | AC 40kW                 |
|             | Charging Time            | 4 hrs (40kW)            |

A picture of the BYD 6F is shown below.





BYD recommends using a 20 ft box from Supreme Corporation with MDL20 liftgate. The liftgate will have cart stops. The quote below shows approximate specifications, which will be finalized with the customer.



| รมโ                                      | S<br>PREME <sup>®</sup>   | Quotation Date 7/24/2017 Page 1 of 3<br>Quote # 106613-072417-085318<br>(P) (800)827-0753 (F) (574)642-0740   |
|--|---|---|
|  |   | yadira.lucas@supremecorp.com  |
| SVA2                                     | 0091102   |   |
| 106613 BYD MC                            | ITORS   | PHONE         (213)748-3980           FAX         (213)748-3945           SALESPERSON         Mike Stimler           QUOTED BY         Yadira Lucas |
|  | GELES, CA 90015-3422  | REQUIRED DATE 7/24/2017   |
| CHASSIS NO CHAS                          | SIS MODEL STOCK OR NO MOUN YEAR YR17                                  | WHEELBASE 0 FW 34 CA 150 ENGINE   |
| FUEL TYPE DIESEL                         | AXLE TYPE SINGLE AXLE DUAL REAR WH                                    | EEL EXHAUST TYPE POOL D.SO  |
| MODEL SVA LET                            | NGTH 20'0" ID HEIGHT 91 ID WIDTH                                      | 102 OD SIGNATURE VAN BODY ALUMINUM  |
| CHASSIS INFO:                            | CHASSIS GROSS VEHICLE WEIGHT=26000                                    |   |
| FLOOR:                                   | PRE-COATED UNDERSTRUCTURE   |   |
|  | FLAT FLOOR  |   |
|  | FORKLIFT OPT -12G GALV FRONT PLATE                                    | CROSSMEMBERS ON 9" C/L BEHIND C/A   |
|  | 3" I-BEAM X-MEMBERS ON 12" C/L AND                                    | 9" C'L BEHIND CA  |
|  | 1 SET SPANNER PLATES  |   |
|  | *SPECIAL LONGSILLS  | USE 8" LONGSILLS ILO 4" STD<br>2 SCREWS PER BOARD PER CROSSMEMBER   |
| REAR END                                 | FLOOR 1-1/8" LAMINATED HARDWOOD<br>THRESHOLD PLT.12G(NOM.1/8")T.P.24" | 2 SCREWS PER BOARD PER CROSSMENIBER   |
| ALAK LND.                                | STANDARD REAR END W/DOOR OPENING                                      |   |
|  | GALVANNEALED REAR DOOR FRAME  |   |
|  | INTERNAL CORNER POST REINFORCEMENT                                    |   |
|  | THRESHOLD REINFORCEMENT   |   |
| REAR DOOR:                               | WHITING OVERHEAD DOOR   |   |
|  | WHITING PREMIUM SPEC OVERHEAD DOOR                                    | WITH 1-12" TRACK BRACKETS   |
|  | OH REAR DOOR 94" X 85" CLEAR  |   |
|  | MS LOCK ON OVERHEAD DOOR  |   |
|  | STD 10G ONE PIECE V-GROOVED   | THRESHOLD   |
|  | 2 GRAB HANDLES - REAR ALUM 12"  |   |
| SIDE DOOR:                               | (1) SIDE DOOR SINGLE NARROW 42"W                                      |   |
|  | CURB SIDE 58 3 4" OUTSIDE OF FRONT                                    | WALL TO LEADING EDGE OF DOOR OPENING.   |
|  | 77'H STANDARD DOOR OPENING HEIGHT                                     |   |
|  | 1 - ANTI RACK BARLOCK 2-POINT<br>(1) DOUBLE STIRRUP STEP- AT SIDE     | WITH LADDER RUNG GRIP STEP  |
|  | 1 GRAB HANDLE - SIDE ALUM 12"   | WITH LADDER RONG GREPSTEP   |
|  | (1) 4" ALUMINUM T-STYLE SIDE DOOR                                     |   |
| BUMPER-                                  | ICC 3/16" FMD 4"CHANNEL POOCHED                                       | WELD ON DESIGN  |
| a contractor                             | 1 SET U-SHAPE RUBBER BUMPERS 3X12                                     |   |
| FRONT END:                               | NO INTERIOR FRONT WIRE COVERS   |   |
|  | 1/2" CORE FRP FRONT WALL  |   |
|  | COMPOSITE CORNER WIND DEFLECTOR                                       |   |
|  | ALUM. EXTRUDED FRONT CORNERS  |   |
|  | WIND DEFL RAD .063 MILL ALUM  |   |
| SIDEWALLS:                               | .040 PRE-PAINTED WHITE N0006HN  |   |
|  | PAINT REAR FRAME STD WHITE  |   |
|  | SUPREME DECALS  |   |
|  | SIDE WALL Z-POSTS ON 16" CENTERS                                      |   |
| LINING:                                  | NO PLYWOOD LINING FULL SIDES  |   |
|  | 1" X 6" APITONG SLATS SIDES   |   |
|  | # ROWS SLAT LINING SIDES=4<br>SPECIFY SLAT LENGTH=20                  |   |
| SCUFF-                                   | SCUFF (2)6" HDWD SLAT UP SIDES 12"                                    |   |
|  | SCUFF 12G GALVANIZED UP 12"SIDES                                      |   |
| ROOF:                                    | 032 ALUM ROOF SKIN  |   |
|  | ANTI SNAG ROOF BOWS ON 24" CENTER                                     |   |
| CARGO CONTROL:                           | CARGO CONTROL   |   |
| 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1 | SURFACE MOUNT E-TRACK-HORIZ, SIDE                                     |   |
|  | E-TRACK 2 SIDES   |   |
|  | # ROWS E-TRACK ON SIDES=2   |   |
|  |   |   |

4/19



SUPREME

Quotation Date 7/24/2017 Page 2 of 3 Quote # 106613-072417-085318 (P) (800)827-0753 (F) (574)642-0740 yadira.lucas@supremecorp.com

| CARGO CONTROL:  | CARGO CONTROL LOCATION NOTES:      |  |
|---|------------------------------------|--|
| INTERIOR LIGHTS:  | INSTALL DOME LIGHT-SEE BELOW       |  |
| and an and an and an and an | 80 SERIES 6-DIODE LED DOME LIGHT   |  |
|   | DOME LIGHT LOCATED CENTER SIDE TO  | SIDE EVENLY SPACED IN CEILING  |
|   | DOME LIGHT WREAR SWITCH HOT WIRED  | SIDE EVENDY SPRCED IN CELENG   |
| EXTERIOR LIGHTS:  | LED FMVSS 108 EXTERIOR LIGHTS      | WSEALED WIRDIG HARNESS   |
| EXTENSOR LIGHTS:  | 6" OVAL MULTI DIODE LED LIGHTS     | ON CORNER POSTS WITH LED BACK-UP LIGHTS  |
| LIFTGATE RAMP   | INSTALL LIFTGATE - SEE SELECTIONS  | ON CORVER POSTS WITH LED BROK OF LIGHTS  |
| LIFTGATE RAMP:  | *SPECIAL LIFTGATE                  |  |
|   | *SPECIAL LIFIGATE                  | WALTCO MDL HP20, 2000 LB MED DUTY RAIL GATE, SPECIAL<br>PLATFORM, CART STOPS, 24V. REFERENCE QUOTE= Q-29509.<br>SQ# 170615-931         |
|   | RAILGATE/COLUMNLIFT GATE           |  |
|   | LIFT GATE CAPACITY=2000            |  |
|   | NO POWER DOWN FOR LIFTGATE         |  |
|   | *SUPREME CAB CUTOFF SWITCH         | PB LG-05   |
| MISC OPTIONS:   | NO MIRRORS QUOTED                  |  |
|   | *SPECIAL OPTION A                  | 24V CLEARANCE AND MARKER LIGHTS. OPTRONICS 24V<br>MARKER LIGHTS MCL66A24BP AND MCL66R24BP, ILOS<br>OPTRONICS MCL162AKPG AND MCL162RKPG |
|   | *SPECIAL OPTION B                  | AFT FRAME EXTENSION DONE BY EMCO   |
|   | *OPTIONS AT ADDL COST              | OPTIONS AT ADDL COST NOT INCLUDED<br>ADD \$ 1208 TO ADD WALTCO MDL/30  |
| MOUNTING:   | MOUNTING MORENO VALLEY- CALIFORNIA |  |
|   | MUDFLAPS STD SUPREME FLAPS         |  |
|   | ANTI-SAIL MUDFLAP BRACKETS         |  |
| SHIPPING:   | WEIGHT SLIP                        |  |
|   | CUSTOMER PICK UP                   |  |
| -   |                                    | SUBTOTAL \$20,614  |

TOTAL \$20,614

Thank you for the opportunity to offer our quotation for your equipment needs. We look forward to your acceptance of this proposal. All prices are firm for 30 days from the date of this quotation. Prices are subject to revision after this date. Payment terms are C.O.D. unless prior credit arrangements have been made. No credit card payments will be accepted. Pricing may be subject to federal, state, local taxes and surcharges at the time of invoicing.

PURCHASED MATERIALS: Supreme and Buyer agree to review Bill of Material cost on quoted product quarterly. Supreme and Buyer agree to review raw material based on AMM (American Metals Market), PPI (Producer Price Index) and TTM(Tropical Timbers Market) or similar indices and purchased options based on supplier pricing. If the total material costs are within 3% of what they were at time of quote, there will be no change. If the total material costs are greater than 3% of what they were at time of quote, the price of the body will include that increase adjustment at time of invoice. If the total material costs are greater than -3% of what they were at time of quote, the buyer will receive that decrease adjustment at time of invoice. Increase or decrease adjustment will factor from the 0% up or down. (Applicable only to bids longer than 90 days in duration)

QUOTE DURATION: Supreme requires that body production begin within 90 days of order placement. Any order not started by the 90th day after order placement may be subject to pricing review or adjustment.

DIMENSIONS: All dimensions, weights, and measurements specified herein are subject to Supreme's manufacturing tolerances and may vary depending on options/chassis selected. Please contact your Supreme representative for measurements for your specific body order.

CHASSIS: When mounting a Supreme body on a used chassis all used chassis will be inspected by Supreme Corp. personnel upon the chassis arriving at our facility. It is in the best interest of all parties involved to ensure that the used chassis is suitable for use. Chassis will be inspected for road worthiness and OEM original specifications. Any necessary upgrades or repairs will be the responsibility of the customer including any delays as a result of vehicle upgrades or repairs. When not using a Supreme bailment chassis customer is responsible that the chassis has adequate mirrors and frame pucks for mounting a Supreme body.

PAINTING: Supreme does not warrant all colors painted on or impregnated in the gelcoat finish of a body and there are some colors that are not recommended. Please contact your Supreme sales representative to determine the warranty for your specific order.

NOTICE: Supreme shall not be liable for any such loss or damage as a result of any delay or failure to deliver, for any reason, including,





but not limited to, any act of God, act of buyer, embargo or other government act, regulation or request, fire, accident, strike, slowdown, war, riot, vandalism, shortage, delay in transportation, or delayed delivery by suppliers.

Supreme shall not be liable for any incidental or consequential damages that may occur to customers used truck body, truck equipment, or personal items left in chassis or truck body while in Supremes possession for repairs and/ dismount.

In addition, customer agrees to reimburse Supreme for storage lot expense for their truck body after (90) days from dismount date. After the (90) day a fee of \$125.00 will apply including a \$6.00 per day fee thereafter for up to 180 days. After 180 days, the customers dismounted body will become the property of Supreme and a \$780, disposal fee will apply.

| Signature             | Date            |          | PO = |                    |
|-----------------------|-----------------|----------|------|--------------------|
| Last 8 of chassis VIN | (for drop-ship) | Dealer # |      | (for pool chassis) |

#### Lead Time

The BYD 6F has a 6 month lead time for the cab and chassis. BYD will coordinate for the production and mounting of the Supreme body and delivery to the customer, which will require an additional 2 months. Therefore, the expected lead time is 8 months total.

#### Warranty

BYD's warranty policy for the cab and chassis is below.

| BYD |  | BYD 6F Warranty Policy                      |   |
|-----|--|---|---|
| No. | System                                 | Warranty Period<br>(whichever occurs first) | Description   |
| 1   | 1 Battery System 5 years/ 150,000 mile |   | BYD Iron Phosphate High Voltage Battery                   |
|     |  | · · ·                                       | Battery Management System (BMS)                           |
| 2   | Devuentrain                            | 2   | Traction Motors   |
| 2   | Powertrain                             | 3 years/ 100,000 miles                      | Inverters   |
|     |  |   | Power electronics: high voltage distribution box<br>Frame |
|     |  |   | Axles   |
| 3   | Corrosion                              | 5 years/ 100,000 miles                      |   |
|     |  |   | Does NOT include wear and tear items, including           |
|     |  |   | brakes, tires, fluids, gaskets, seals                     |

Coverage includes parts and labor.

Modification to the BYD truck will void all warranties unless prior written approval is received from BYD.



BYD will not honor invoices for parts purchased from outside sources, unless written authorization is provided by BYD.

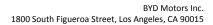
The box for the truck will be warranted by Supreme Corporation per the warranty below.



| SUPREME CORPORATION LIMITED WARRAN  | NTY                                |
|---|------------------------------------|
| FOR STANDARD TRUCK DIVISION PRODUCTS  |                                    |
| What Does This Warranty Cover?  |                                    |
| This Warranty covers all material and workmanship in every product manufactured by Supreme that is installed or   |                                    |
| newer, which is found by Supreme to be defective in material or workmanship. This Warranty is specifically in lieu of<br>the part of Supreme.   | all other express warranties o     |
| What Does This Warranty NOT Cover?  |                                    |
| This Warranty does not cover:   |                                    |
| A. Defects in the chassis and/or power unit. Defects in second by Supreme such as but pat imited to refrigeration to the Supreme such as but pat imited to refrigeration.   | and air conditioning units one     |
| B. Defects in separately manufactured products not produced by Supreme such as, but not limited to, refrigeration a<br>holding devices, and moveable bulk heads.  | and air conditioning units, carg   |
| C. Deterioration due to normal wear, tear, and exposure.  |                                    |
| D. Repairs made necessary by negligent use, misuse, abuse, loading the unit beyond its gross weight limitations,  | accident, acts of God, or othe     |
| contingencies beyond the control of Supreme.  | -                                  |
| E. Repairs made necessary by reason of the failure to follow ordinary maintenance procedures as recommended by \$<br>F. Repairs made necessary by reason of repairs or alterations done without Supreme's approval.   | supreme.                           |
| G. Installed parts or after market products supplied by the customer.   |                                    |
| Vho Is Covered?   |                                    |
| This Warranty covers all owners within the warranty period from the original in-service date.   |                                    |
| <u>A. This Warranty is for a period of three (3) years or 36,000 miles from the original in-service date, which ever come.</u>  | s first and ends at the emiratio   |
| of the coverage period. Main body structural components including the roof structure, perimeter wall structure,   |                                    |
| covered under a five-year structural warranty on Supreme manufactured dry freight van bodies, iner-city bodies  |                                    |
| bodies.   |                                    |
| B. This Warranty is for a period of three (3) years or 36,000 miles from the delivery date, which ever comes first, of the<br>items, as well as Supreme products not specifically outlined as being covered under the five-year structural warranty.  |                                    |
| Items, as well as supreme products not specifically outlined as being covered under the two-year structural warranty.<br>Vhat Will We Do To Correct Defects?  |                                    |
| We will repair or replace, at our option, without charge for parts or labor, any defective part covered by this Warranty.   |                                    |
| Vhat Will We Not Do?  |                                    |
| We will not pay shipping or transportation charges.   |                                    |
| iow Do You Get Service?<br>A. You chavid preventation control the deploy or distributer from whom the unit was purchased. Should such be impo   | while or improvided because        |
| A. You should immediately contact the dealer or distributor from whom the unit was purchased. Should such be important aveiing or permanent movement from the geographical area where the unit was purchased, the nearest authorized 3  |                                    |
| Supreme itself, should be contacted. If a dealer or distributor is contacted, that dealer or distributor should impleme   |                                    |
| have repaired, or have replaced, the unit. Such steps may include referring the owner to the manufacturer for assist  | ance. In any event, delivery of    |
| unit to the dealer or distributor, or to Supreme, as well as the return of the unit to the owner, shall be at the owner's as  |                                    |
| B. Replacement of a defective part will occur only when the original purchaser makes available to Supreme the defectable all liens and encumbrances.  | tive unit or part free and clear ( |
| <ul> <li>C. Prior to warranty repairs, the dealer or distributor must verify unit number, purchase date, and original ownership.</li> </ul>   |                                    |
| D. The dealer or distributor must obtain an authorization number from the manufacturer if the pending claim is over O   | ne Hundred Dollars (\$100.00).     |
| Vhat Must You Do To Keep The Warranty In Effect?  | 121 2 2 2 2 2 2                    |
| You must perform reasonable and necessary maintenance upon the unit and use the unit in accordance v  | with Supreme's directions an       |
| recommendations, paying particular attention to the warning and instruction labels provided by Supreme.<br>What Other Conditions Or Limitations Apply To This Warranty?   |                                    |
| A. This Warranty excludes transportation to and from the dealer or manufacturer to get warranty services, loss of tim   | e, loss of use, loss of revenue    |
| salaries or commissions, lodging, towing charges, bus fares, car rentals, gasoline expense, telephone charges, inc  |                                    |
| damages.  |                                    |
| B. This Warranty excludes the cost of repairing or replacing other property that is damaged because of a deference of the security of the s |                                    |
| exclusions may not apply to you.  | ages, so the above initiation (    |
| C.THE IMPLIED WARRANTY OF MERCHANTABILITY, AN UNWRITTEN WARRANTY THAT THE PRODUCT IS  | FIT FOR ORDINARY USE, I            |
| LIMITED TO THE THREE (3) YEAR 36,000 mile DURATION OF THIS WRITTEN WARRANTY. **Some states do n   | not allow limitations on how lon   |
| an implied warranty lasts, so the above limitation may not apply to you.  |                                    |
| D. No dealer, distributor, agent, representative of Supreme, or other person is authorized to make any represent<br>concerning Supreme products on behall of the company except to refer the purchaser to this Warranty. THERE A  |                                    |
| EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.   | HE NO WARRANTIES WHIC              |
| /hat Do You Do If A Separately Manufactured Part is Delective?  |                                    |
| A. Our Warranty does not cover defects in separately manufactured products not produced by Supreme. These pro   | ducts may be warranted by th       |
| individual manufacturers. A copy of their warranty, if available, has been included in your owner's packet.   | If the list is not multiply to it. |
| B. If service or parts are required for these products, refer to the furnished list of factory authorized service centers.<br>particular product, write or call the manufacturer concerned to obtain the location of the nearest authorized service ce  |                                    |
| fow Does State Law Relate To This Warranty?   |                                    |
| This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.   |                                    |
| ddendum to Warranty Policy  |                                    |
| Supreme Requires:   |                                    |
| A. All Repair Orders must be received by Supreme within 60 days of the completion date. B. Light Bulbs are not reimbursable after (30) days in service.   |                                    |
| C. Rear overhead door adjustment is not reimbursable after (30) days in service.  | SUPREME                            |
| D. Paint; Supreme Warranty on paint is Limited to (1) Year from date of original purchase.  | SUPHENIL                           |



8/19







# NATIONWIDE LOCATIONS

#### Manufacturing Facilities

Sales, Parts & Service

22135 Allessandro Blvd. Moreno Valley, CA 92553 Phone # 951.656.6101 Fax# 951.656.1501

500 W. Commerce Street Cleburne, TX 76033 Phone # 817.641.6282 Fax# 817.641.7924

2572 East Kercher Road Goshen, IN 46527 Phone # 574.642.4888 Fax# 574.642.4540

2051 U.S. Highway 41 Griffin, GA 30224 Phone # 770.228.6742 Fax# 770.228.6781

411 Jonestown Road Jonestown, PA 17038 Phone # 717.865.4390 Fax# 717.865.4385

#### Mounting Stations

Sales, Parts & Service

6577 Romiss Court St. Louis, MO 63134 Phone # 314.524.5725 Fax# 314.524.7588

3050 Dee Street Apopka, FL 32703 Phone # 407.292.0338 Fax# 407.293.2778

135 Douglas Pike Nasonville, RI 02830 Phone # 401.568.7703 Fax# 401.568.4125



Rev. 2011-04-25



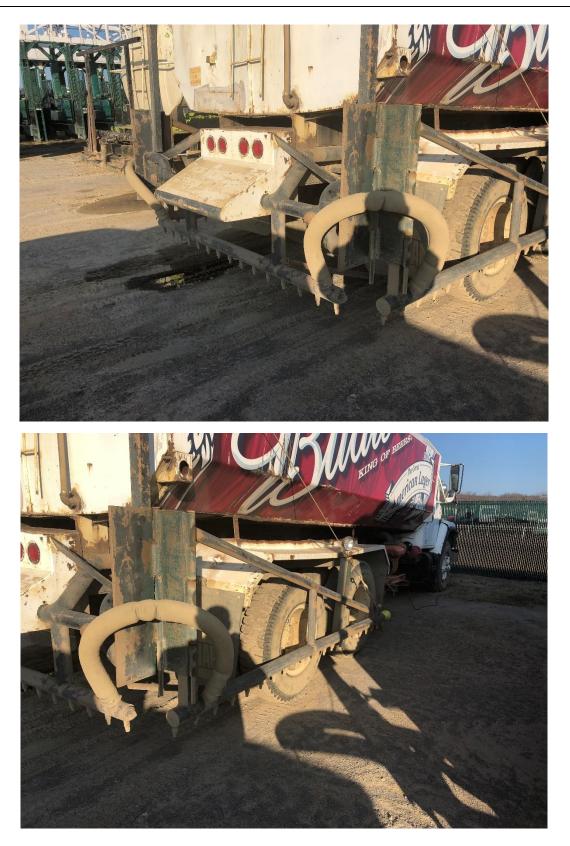
# BYD 8R - Water Trucks

#### Specifications

To replace existing Class 8 and 4,500 gallon water trucks that are pictured below BYD recommends the BYD 8R cab and chassis. The existing trucks travel 5,000 miles per year, with 50 miles per day on racing days, and approximately 2,400 idle hours per year. There are two shifts on race days with the first shift beginning at 4am and the second shift ending at 6pm. The water tanks are filled with up to 4,500 gallons, which is spread around the track with 1 lap, and are then refilled. The driving conditions are flat, the maximum grade is 2%, and the top speed is 20 mph.









BYD recommends the BYD 8R truck, which is a Class 8 cab and chassis. Specifications for the 8R are below. The range of 76 miles is estimated based on substantial auxiliary loads for the truck body. The expected range for this application is higher and will be determined after working Anderson Trucks to understand the electrical draw of the water sprayers.

|             | Length                              | 29.6 ft   |  |  |
|-------------|-------------------------------------|---|--|--|
| Dimensions  | Width                               | 98.4 In   |  |  |
|             | Height                              | 104.5 In  |  |  |
|             | Wheelbase                           | 207.5 In  |  |  |
|             | Curb Weight (Wayne 30 yd³)          | 35,500 lbs  |  |  |
|             | Gross Weight                        | 57,500 lbs  |  |  |
|             | Payload                             | 22,000 lbs  |  |  |
|             | Top Speed                           | 56 mph  |  |  |
| Performance | Max Gradeability                    | 28%   |  |  |
|             | Range                               | 76 miles  |  |  |
|             | Approach/Departure Angle            | 19° / 43°   |  |  |
|             | Suspension                          | Front: Leaf Spring + Absorder<br>Tandem: Rubber Spring + Absorder Tag: Air Spring |  |  |
| Chassis     | Brakes                              | Air Drum Brakes   |  |  |
|             | Wheel Rim                           | 9.0 x 22.5 7.5 x 22.5 tag   |  |  |
|             | Tires                               | 315 / 80 R 22.5 255/70R22.5 tag   |  |  |
|             | Max Power                           | 201 hp x 2 = 402 hp   |  |  |
|             | Rated Power                         | 148 hp x 2 = 296 hp   |  |  |
|             | Max Torque                          | 550 lb-ft x 2 = 1,100 lb-ft   |  |  |
|             | Rated Torque                        | 550 lb-ft x 2 = 1,100 lb-ft   |  |  |
|             | Max Motor Speed                     | 10,000 rpm  |  |  |
| Powertrain  | Aux Max Power                       | 215 hp  |  |  |
| Powertrain  | Aux Rated Power                     | 107 hp  |  |  |
|             | Aux Max Torque                      | 229 lb-ft   |  |  |
|             | Aux Max Speed                       | 12,000 rpm  |  |  |
|             | Battery Capacity                    | 188 kWh   |  |  |
|             | Charging Power                      | AC 40 x 2 = 80 kw   |  |  |
|             | Charging Time                       | 2.8 hrs   |  |  |
|             | Lifetime CO2e Saved <sup>45</sup>   | 776 metric tons   |  |  |
| Candman     | Lifetime Forest Saved <sup>45</sup> | 735 acres   |  |  |
| Savings     | Lifetime Savings <sup>45</sup>      | \$224,000 USD   |  |  |
|             | Payback Period <sup>45</sup>        | Under 1.4 Years   |  |  |
|             |                                     |   |  |  |

A picture of the BYD 8R with a tag axle is shown below.

12/19





BYD will work with Anderson Trucks to manufacture and mount the water tank bodies onto the BYD 8R chassis. We do not have a quote from Anderson Trucks at this time but estimate that the bodies will not exceed \$75,000.

## Lead Time

The BYD 8R has a 6 month lead time for the cab and chassis. BYD will coordinate for the production and mounting of the Anderson Trucks body and delivery to the customer, which is estimated to require an additional 2 months. Therefore, the expected lead time is 8 months total.

## Warranty

| BYD 8R Warranty Policy |                |   | ranty Policy   |
|------------------------|----------------|---|--|
| No.                    | System         | Warranty Period<br>(whichever occurs first) | Description  |
| 1                      | Battery System | 5 years/ 150,000 miles                      | BYD Iron Phosphate High Voltage Battery<br>Battery Management System (BMS) |

BYD's warranty policy for the cab and chassis is below.



| 2 | Powertrain | 3 years/ 100,000 miles | Traction Motors<br>Inverters<br>Power electronics: high voltage distribution box                           |
|---|------------|------------------------|--|
| 3 | Corrosion  | 5 years/ 100,000 miles | Frame<br>Axles<br>Does NOT include wear and tear items, including<br>brakes, tires, fluids, gaskets, seals |

Coverage includes parts and labor.

Modification to the BYD truck will void all warranties unless prior written approval is received from BYD.

BYD will not honor invoices for parts purchased from outside sources, unless written authorization is provided by BYD.

The box for the truck will be warranted by Anderson Trucks under their standard warranty terms.

## BYD 8R – Dump Truck

#### Specifications

To replace the existing Class 8 dump truck BYD proposes the BYD 8R cab and chassis. Specifications for the 8R are below. The range of 76 miles is estimated based on substantial auxiliary loads for the truck body. The expected range for this application is higher and will be determined after working with the dump truck body builder to understand the electrical draw from the hydraulic system.





|             | Length                              | 29.6 ft   |  |  |
|-------------|-------------------------------------|---|--|--|
|             | Width                               | 98.4 In   |  |  |
| Dimensions  | Height                              | 104.5 In  |  |  |
| Dimensions  | Wheelbase                           | 207.5 In  |  |  |
|             | Curb Weight (Wayne 30 yd³)          | 35,500 lbs  |  |  |
|             | Gross Weight                        | 57,500 lbs  |  |  |
|             | Payload                             | 22,000 lbs  |  |  |
|             | Top Speed                           | 56 mph  |  |  |
| Performance | Max Gradeability                    | 28%   |  |  |
|             | Range                               | 76 miles  |  |  |
|             | Approach/Departure Angle            | 19° / 43°   |  |  |
| Chassis     | Suspension                          | Front: Leaf Spring + Absorder<br>Tandem: Rubber Spring + Absorder Tag: Air Spring   |  |  |
|             | Brakes                              | Air Drum Brakes   |  |  |
|             | Wheel Rim                           | 9.0 x 22.5 7.5 x 22.5 tag   |  |  |
|             | Tires                               | 315 / 80 R 22.5 255/70R22.5 tag   |  |  |
|             | Max Power                           | 201 hp x 2 = 402 hp   |  |  |
|             | Rated Power                         | 148 hp x 2 = 296 hp   |  |  |
|             | Max Torque                          | 550 lb-ft x 2 = 1,100 lb-ft   |  |  |
|             | Rated Torque                        | 550 lb-ft x 2 = 1,100 lb-ft   |  |  |
|             | Max Motor Speed                     | 10,000 rpm  |  |  |
| Powertrain  | Aux Max Power                       | 215 hp  |  |  |
| Powertrain  | Aux Rated Power                     | 107 hp  |  |  |
|             | Aux Max Torque                      | 229 lb-ft   |  |  |
|             | Aux Max Speed                       | 12,000 rpm  |  |  |
|             | Battery Capacity                    | 188 kWh   |  |  |
|             | Charging Power                      | AC 40 x 2 = 80 kw   |  |  |
|             | Charging Time                       | 2.8 hrs   |  |  |
|             | Lifetime CO2e Saved <sup>45</sup>   | 776 metric tons   |  |  |
| Emdnac      | Lifetime Forest Saved <sup>45</sup> | 735 acres   |  |  |
| Savings     | Lifetime Savings <sup>45</sup>      | \$224,000 USD   |  |  |
|             | and a starting -                    | Care services of the service of the |  |  |

A picture of the BYD 8R with a tag axle is shown below.

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BYD will work with a dump truck body builder of the customer's choosing to manufacture and mount the dump truck body on the BYD 8R chassis. BYD does not have a quote at this time but estimates that the body will not exceed \$75,000.

#### Lead Time

The BYD 8R has a 6 month lead time for the cab and chassis. BYD will coordinate for the production and mounting of the dump truck body and delivery to the customer, which is estimated to require an additional 2 months. Therefore, the expected lead time is 8 months total.

#### Warranty

| BYI | BYD 8R Warranty Policy |                        |  |  |
|-----|------------------------|------------------------|--|--|
| No. | Description            |                        |  |  |
| 1   | Battery System         | 5 years/ 150,000 miles | BYD Iron Phosphate High Voltage Battery<br>Battery Management System (BMS) |  |

BYD's warranty policy for the cab and chassis is below.



| 2 | Powertrain | 3 years/ 100,000 miles | Traction Motors<br>Inverters<br>Power electronics: high voltage distribution box                           |
|---|------------|------------------------|--|
| 3 | Corrosion  | 5 years/ 100,000 miles | Frame<br>Axles<br>Does NOT include wear and tear items, including<br>brakes, tires, fluids, gaskets, seals |

Coverage includes parts and labor.

Modification to the BYD truck will void all warranties unless prior written approval is received from BYD.

BYD will not honor invoices for parts purchased from outside sources, unless written authorization is provided by BYD.

The dump truck body for the truck will be warranted by body builder under their standard warranty terms.

#### **Charging Infrastructure**

The BYD 6F uses a 40 kW power interface and the BYD 8R uses an 80 kW power interface for recharging the respective vehicles. Pictures and specifications for the chargers are below. BYD recommends installing a dedicated charger for each truck and is therefore quoting 1 40 kW and 4 80 kW chargers. The 40 kW charger has 1 charging coupler and the 80 kW charger has 2 charging couplers. The charging couplers for each version are the same, so all 5 chargers could be used to charge any of the 5 trucks. The 40 kW charger will recharge the BYD 6F in 4 hours and the 80 kW charger will recharge the BYD 8R in 3 hours.





| Charger                                 | 40 kW  | 80 kW  |
|---|--|--|
| Charging Mode                           | AC   | AC   |
| Input Voltage                           | 480V 3-phase   | 480V 3-phase   |
| Operating Voltage Range                 | 432V-528V 3-phase  | 432V-528V 3-phase  |
| Continuous Input Current                | 48A  | 96A  |
| Recommended Circuit<br>Breaker Capacity | 100A   | 160A   |
| Input Power                             | 40kW   | 80kW   |
| Frequency                               | 60Hz   | 60Hz   |
| Output Voltage                          | 432V-528V 3-phase  | 432V-528V 3-phase  |
| Output Current                          | 48A  | 48A per coupler  |
| Output Power                            | 40kW   | 40kW per coupler   |
| Charging Coupler Type                   | IEC62196-2   | IEC62196-2   |
| Wires                                   | 3 hot; 1 neutral; 1 ground                               | 3 hot; 1 neutral; 1 ground                               |
| Width                                   | 15.75in  | 15.75in  |
| Depth                                   | 7.87in   | 7.87in   |
| Height                                  | 27.17in  | 27.17in  |
| Number of Coupler(s)                    | 1  | 2  |
| Charging Cable Length                   | 118.11in   | 118.11in   |
| Mounting Method                         | Wall-mounted   | Wall-mounted   |
| Short-circuit Protection                | X  | X  |
| Overheat Protection                     | X  | X  |
| Lightning Protection                    | Х  | X  |
| Certification                           | TUV  | TUV  |
| Reference Standard                      | IEC61851/IEC62196  | IEC61851/IEC62196  |
| Enclosure Protection                    | IP55   | IP55   |
| Operating Temperature                   | -22 to +122 deg F  | -22 to +122 deg F  |
| Surrounding Humidity                    | 5-95%  | 5-95%  |
| LED Indicators                          | Power, Connect, Charging,<br>Complete, Error             | Power, Connect, Charging,<br>Complete, Error             |
| LED Screen                              | SOC, Est Time to 100% SOC, ID,<br>Charging Volume, Error | SOC, Est Time to 100% SOC, ID,<br>Charging Volume, Error |



Based on prior projects, BYD estimates that the 40 kW charger will cost approximately \$3,000 to install and that the 80 kW charger will cost approximately \$6,000 to install. BYD does not have the resources to install the chargers, but can recommend contractors that would be able to complete this work.

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#### **Cherokee Nation EV and Solar Proposal**

Updated 2/23/19

**Francis EV Charging** 

1924 E 6th St. Tulsa, OK 74104 T: 918-280-1030 E: schrist@francissolar.com www.francissolar.com

#### **PROJECT DESCRIPTION:**

Your proposal includes a turnkey package which incorporates all required parts and labor to install, test, and commission EV chargers and/or Solar Parking Canopy in North East Oklahoma unless otherwise stated. Francis Solar will construct concrete medians with heavy duty bollards for all bus chargers.

#### 1. Level 4 (DCFC) Bus Charger Installed

Dual CCS Ports - Single 100kW max - 2 Busses connected at a time charging sequence is "first in first out"

| PRICE FOR FIRST CHARGER  | \$154,604 |
|--|-----------|
| PRICE FOR EACH ADDITIONAL  | \$139,144 |
| 2. Level 4 (DCFC) Bus Charger Installed w/ New Electrical Service  |           |
| ual CCS Ports - Single 100kW max - 2 Busses connected at a time charging sequence is "first in first out" - With new 225KVA electrical service |           |
| PRICE FOR FIRST CHARGER  | \$188,448 |
| PRICE FOR EACH ADDITIONAL  | \$169,603 |
| 8. Solar Parking Canopy Single Slope   |           |
| 8.4kW, 12 Parking Space Coverage Canopy w/o Rain Protection Underlayment   |           |
| PRICE  | \$173,040 |
| I. Level 2 Light Duty Chargers   |           |
| Dual J1772 Plug Dispensers - Can charge 2 vehicles at a time   |           |
| PRICE FOR FIRST CHARGER  | \$17,486  |
| PRICE FOR EACH ADDITIONAL  | \$15,737  |
| 5. Level 3 (DCFC) Slow DC Chargers   |           |
| CHAdeMO & CCS Ports - 50kW   |           |
| PRICE FOR FIRST CHARGER  | \$125,384 |
| PRICE FOR EACH ADDITIONAL  | \$112,846 |
| 5. Single Level 2 Bus Chargers   |           |
| 9.2 kW, 240V - SAE J1772   |           |
| PRICE FOR FIRST CHARGER  | \$38,967  |
| PRICE FOR EACH ADDITIONAL  | \$35,070  |
| 7. Engineered Paving Area for Bus Charging   |           |

Concrete Paving Area (if required)

|             |   | PRICE FOR ONE BUS    | \$50,000  |
|-------------|---|----------------------|-----------|
|             |   | PRICE FOR TWO BUSSES | \$100,000 |
|             | New 277/480v 100KVA minimum transformer       |                      |           |
|             | for a DC Bus Charger. New or upgraded         |                      |           |
| EXCLUSIONS: | 120/208v transformer at maybe required for    |                      |           |
| EXCLUSIONS: | Level 2 Chargers. Charger Networking, Access, |                      |           |
|             | Control and O&M not included                  |                      |           |

#### **ADDITIONAL INCLUSIONS:**

Pricing is based on expected trenching under 200 ft lengths, soil conditions, and excavating speeds as determined during Engineering Representative site visit. Differing locations or subsurface conditions, including, but not limited to, excessive groundwater, unconsolidated zones, fractured zones, bedrock, and multiple formations may require additional time, equipment, materials, and costs. Such additional work is to be completed subject to prior owner approval. This proposal is valid for 48 hours from date of receipt, after which it will be deemed null and void. Any owner-requested or required changes to the system sizing, location, or composition are subject to change order, and must be approved by both parties in writing.

Manufacturer provided warranties will be assigned to customer upon commissioning of system. Francis Solar makes no guarantee of manufacturer's warranties, whether express or implied. All proposals are subject to written acceptance by an authorized representative of Francis Solar - this proposal is an estimate only, and is not intended to be binding on the parties. Francis Solar will assist owner in completing the necessary interconnection agreement with the applicable utility. However, completion of the interconnection agreement and eligibility

thereof is the responsibility of owner.

Francis EV Charging

www.francissolar.com



# Cherokee Hotel & Casino West Siloam Bus Charger

2416 US-412, West Siloam Springs, OK 74338

The proposal includes a custom EV charging solution with a detailed site plan, equipment specification, installation requirements, and pricing.

July 23nd, 2021



### Cherokee Hotel &Casino West Siloam Bus Charger Site Map





### **Electrical Requirements**

• New 600 amp electrical utility service by Northeast Oklahoma Electric Coop.

### Proterra/Power Electronics Charging Station

- Charging capacity up to 90 kW
- One Dispensers provided
- Charge One bus at a time
- Load balancing, smart queueing, and demand response work better with more ports connected.
- Cellular (4G)
- Access control via Plug & Charge
- LED light guide
- Extra conduit installed for expansion





## Site Layout

Pending Stamped Plans



### **Payment Terms**

A breakdown of payment terms is shown below. The Post-Installations O&M Fees will take effect according to a separate O&M Agreement. <u>Under no circumstances</u> are you obligated to use Francis Electric Vehicle Charging for your O&M services.

### Price Breakdown

| Proterra 90kW Charger with New Electric Service |           |  |  |  |
|---|-----------|--|--|--|
| 3D Design                                       | \$3,000   |  |  |  |
| Charger Only Price:                             | \$65,300  |  |  |  |
| Installation Price                              | \$295,673 |  |  |  |
| Construction Bonding<br>Insurance               | \$6,000   |  |  |  |
| TOTAL   | \$369,973 |  |  |  |

By: \_\_\_\_\_\_ Name:

Title



### Draw Schedule

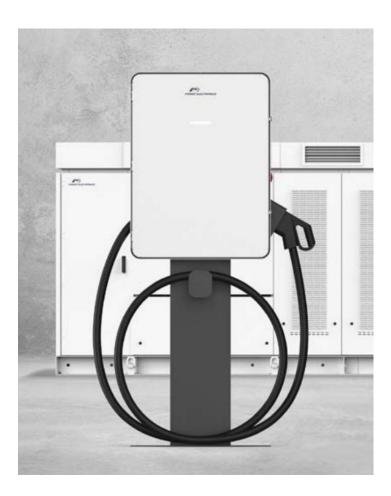
| 3D Design                 | Pending PO | Week 1  | \$3,000   |
|---------------------------|------------|---------|-----------|
| Charger                   | Pending PO | Week 1  | \$65,300  |
| Final Designs, Proterra   | Pending    | Week 3  | \$24,000  |
| Coordination and Utility  | Stamped    |         |           |
| Coordination Draw         | Drawings   |         |           |
| Construction Mobilization | Pending    | Week 4  | \$35,000  |
| Draw                      | NTP        |         |           |
| Utility Service Draw      | Pending    | Week 4  | \$47,500  |
|                           | Payment    |         |           |
| Electrical Material Draw  |            | Week 6  | \$90,700  |
| Labor Draw                |            | Week 8  | \$65,000  |
| Final Labor, Bond and     |            | Week 12 | \$39,473  |
| Commissioning             |            |         |           |
| Total                     |            |         | \$369,973 |

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### O&M Details

Francis offers a standard one-year workmanship guarantee on all work on site. Equipment warranties and O & M provided by others. Francis will continue to be the main point of contact for ongoing operations of the charging equipment. Operation and Maintenance support is performed by Proterra factory authorized service personnel. For a period of five years all parts and maintenance will be included.





## Appendix

#### Full Site Rendering 2416 US-412, West Siloam Springs, OK 74338



FRANCIS

All dimensions are understood to be approximate until final plans bearing PE stamps are submitted.

#### Bus Depot Layout 2416 US-412, West Siloam Springs, OK 74338







#### Product range

# Industrial

Power Electronics offers unique solutions for customers who need a dedicated electric vehicle charging system for both light and heavy duty vehicles. The industrial product range focuses on providing robust, durable and innovative solutions.



# **NBi Station**

TURN-KEY SOLUTION MAXIMUM FLEXIBILITY

USER-FRIENDLY INTERFACE

SMART POWER BALANCE

**BUS PLUS READY** 

**BACK-OFFICE INTEGRATION OCPP 1.6** 

#### HEAVY VEHICLES CHARGING SOLUTIONS

NBi Station offers a complete flexible turn-key solution with its successful and revolutionary outdoor design based on our more than 30 years of experience in the manufacture of power electronics. NBi Station consists of a central power station which supplies energy to DC charging posts or pantographs. Specially designed with a modular concept, the central power station can reach up to 1200 kW, combining DC posts up to 350 kW and pantographs up to 600 kW. It is the ideal solution to optimize the CAPEX and OPEX of the charging infrastructure. NBi Station is the best solution for bus stations, depots and motorways, applications with high rotation of vehicles and where it is required a simple, fast and safe charging experience.

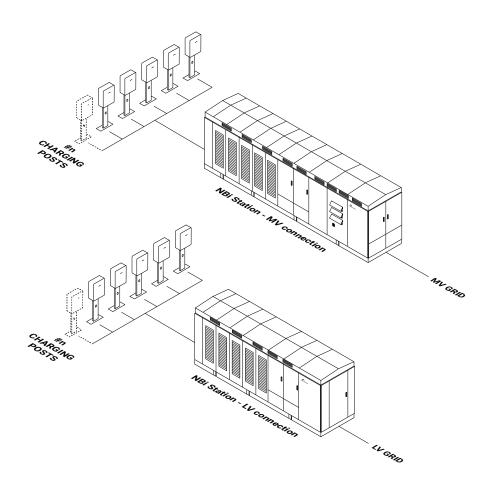
# TURN-KEY SOLUTION

NBi Station reduces site design, simplifies the installation and significantly reduces connection costs and resources needed.

NBi Station consists of a central power station which supplies energy to charging posts, designed for an easy interaction with the electric vehicle drivers and following the current standards of user safety.

Being expandable over time, the central power station, has been developed to be able to increase the charging power, offering a solution which can grow with the electric vehicles market demand and the batteries technologies. It can be a low voltage or a medium voltage station. The central power station according to the client's needs can integrate the following medium voltage components:

- · MV switchgear.
- · MV transformer.
- · Metering supervision equipment.
- $\cdot$  Customizable user cabinet with an independent electric circuit for the client's needs.

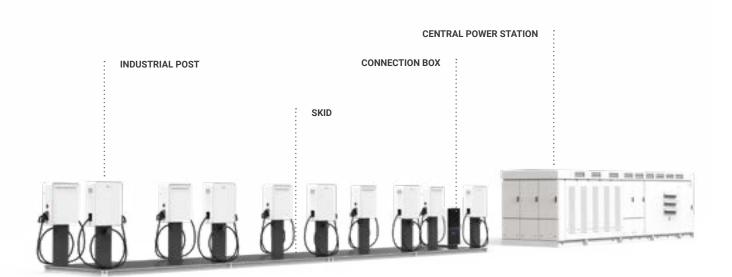


# Speed up your charging installation with a flexible turn-key platform

Depending on the output power required, the client can choose a wide number of charging posts to fit any project and to configure the best layout. The skid solution, which is based on an outdoor platform made of high resistance galvanized steel with a non-slip surface, offers a plug and play solution. In the skid, all posts are wired and a connection box is included to connect to the central power station.

#### Field replaceable power stages

Following a modular philosophy, NBi Station is composed of FRUs (Field Replaceable Units), designed to be easily replaceable on site without the need of advanced technical service personnel, providing a safe, reliable and fast Plug&Play assembly system. In the event of a fault, the faulty module is taken off-line and its power is distributed evenly among the remaining functioning FRUs. It is a solution to be easily upgraded for the next EV generation and the most reliable charger in the market.



# MAXIMUM FLEXIBILITY

Power Electronics has a wide range of high power chargers up to 1000 V, designed to serve long-range electric vehicles. NBi Station is compatible with industrial posts and automatic pantograph based charging solutions.

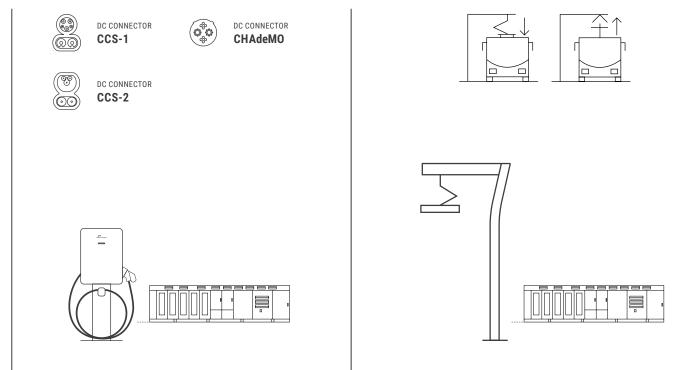
Suitable with any application that requires an efficient solution, maximum flexibility and availability for high rotation electric vehicles fleets. Power Electronis charging stations are compatible with current and future heavy electric vehicles, buses and electric trucks.

#### **NBi Station + industrial post**

Compatible with the most extended DC connectors (CCS and CHAdeMO). Industrial charging posts are the most cost effective solution for depot charging infrastructure and industrial areas.

#### **NBi Station + pantograph**

Compatible with multiple pantograph manufacturers, "bottomup" and "top-down". Wireless communication with the electric vehicle according to ISO/IEC 15118 (OPPCharge compatible) and IEC 61851-23 (CCS) to speed up charging processes and to avoid wasting valuable bus operating time.



# USER-FRIENDLY INTERFACE

#### Intuitive experience

Power Electronics posts integrate a status indicator so that the drivers can easily identify its availability. It provides drivers a fast, safe and simple interaction.

#### Payment and authentication system

Every charging post is compatible with the most extended payment and authentication systems, offering the most useful solutions in the market for an easy interaction with the customer.



RFID

Drivers can launch a charging session by tapping their RFID card.



Credit / debit card

Compatibility with contact-less (NFC) solutions, letting drivers initiate the charging process by simply tapping their credit / debit card.



Smartphone

Compatible with the most extended apps in the market. These apps for EV drivers are able to start a charging session, reserve a post at any time, or simply manage their historical charging sessions.

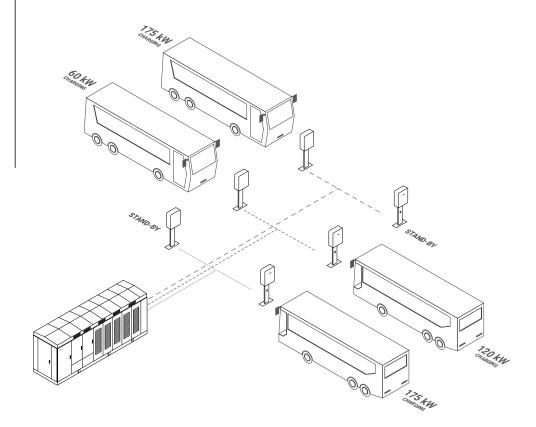
# SMART POWER BALANCE

# SMART POWER BALANCE TECHNOLOGY

NBi Station allows the optimization of the use of the charging point and dynamic balancing of power depending on the vehicle to be charged.

#### **EXAMPLE CONFIGURATION**

NBi Station NBSK0500S Six charging posts of 175 kW



#### **Power Balance**

Power Electronics has developed the most advanced functionality for power balancing in vehicle fleet management.

NBi Station includes an advanced DC Smart Power Balance technology that allows for charging at different power levels matching all EV needs.



# BUS PLUS READY

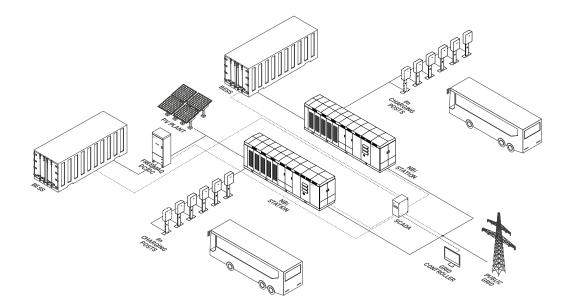
Our wide experience in the renewable energy sector, designing and manufacturing solar inverters, allows us to offer an integral solution.

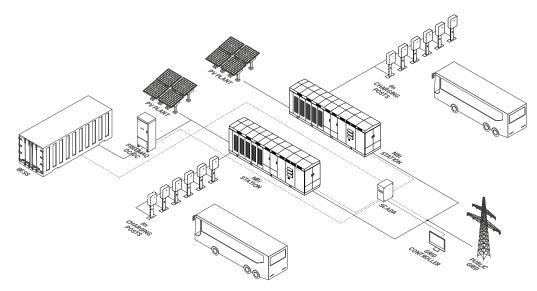
NBI STATION IS ABLE TO TAKE ADVANTAGE OF AN ENDLESS ENERGY SOURCE, THE SUN



NBi Station allows the EV charging from different power sources: photovoltaic field, battery system and utility grid.

Adding a Freemaq DC/DC converter allows to store the photovoltaic excesses in the battery system. Stored energy can be exported to the grid when the price is higher, maximizing the revenues of the charging business. In addition, the battery system allows to attenuate the intermittent nature of renewable energy sources offering a continuous charging system.





# SMART AND CUSTOMIZABLE DESIGN

#### EXACTLY THE WAY YOU WANT

#### **Customizable external enclosures**

Power Electronics offers customizable external enclosures for the central power station and the posts. The colour can be modified or logos and advertising can be added.



#### Consult with Power Electronics for other options and colours.

NBS

#### **EXAMPLES OF POWER STATION CUSTOMIZATIONS**



#### **EXAMPLES OF POST CUSTOMIZATIONS**



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NBSK

#### **NBi STATION + POSTS**

| Ν | BS |
|---|----|
|   | 50 |

| REFERENCE |   | NBS0350<br>NBS0350S   | NBS0500<br>NBS0500S         | NBS0700<br>NBS0700S        | NBS1000<br>NBS1000S |  |  |
|-----------|---|---|-----------------------------|----------------------------|---------------------|--|--|
| DC OUTPUT | Station maximum power [kW]                | 420   | 600                         | 840                        | 1200                |  |  |
|           | Charging post power [kW]                  |   | 60 / 12                     | 20 / 175                   |                     |  |  |
|           | Voltage range [V]                         |   | 50 - 500 /                  | 150 - 1000                 |                     |  |  |
|           | Available connectors                      |   | CCS <sup>[1]</sup> , (      | CHAdeMO                    |                     |  |  |
| AC INPUT  | Voltage [kV]                              | 15 / 20 / 25 [2]  |                             |                            |                     |  |  |
|           | Power factor                              |   | > (                         | ).99                       |                     |  |  |
|           | Frequency [Hz]                            |   | 50                          | / 60                       |                     |  |  |
|           | Efficiency                                |   | 93 % (pr                    | eliminary)                 |                     |  |  |
| GENERAL   | Interface                                 |   | Status LE                   | D indicator                |                     |  |  |
|           |   | Button to stop charging   |                             |                            |                     |  |  |
|           |   |   | Emergency s                 | stop (optional)            |                     |  |  |
|           |   |   | RFID card reader (optional) |                            |                     |  |  |
|           | Protections                               | Isolation monitoring  |                             |                            |                     |  |  |
|           |   | Over-voltages / under-voltages  |                             |                            |                     |  |  |
|           |   | Over-currents / short-circuits  |                             |                            |                     |  |  |
|           |   | Over-temperatures   |                             |                            |                     |  |  |
|           | User auxiliary services supply [kW]       | 25 (optional)   |                             |                            |                     |  |  |
|           | Cable length [m] <sup>[3]</sup>           | 4   |                             |                            |                     |  |  |
|           | Cable length [ft] [3]                     | 13.12   |                             |                            |                     |  |  |
|           | Degree of protection                      |   | NEMA 3R -                   | IP54 / IK10 <sup>[4]</sup> |                     |  |  |
|           | Operating temperature                     | Fro   | m -25°C to 50°C (opti       | onally, from -30°C to 5    | 0°C)                |  |  |
|           | Relative humidity                         |   | 4%                          | - 95%                      |                     |  |  |
|           | Maximum altitude (above sea level)        | 20  | 000 m; > 2000 m powe        | er derating (max. 3000     | m)                  |  |  |
|           | Enclosure station colour                  |   | Grey (R                     | AL 7035)                   |                     |  |  |
|           | Post colour (enclosure / foot)            | White (RAL 9016 - microtexture painting) / Grey (RAL 7016 - microtexture painting |                             |                            |                     |  |  |
|           | Customization                             |   | Encl                        | osure                      |                     |  |  |
|           | Communications                            |   | Ethernet, OCPP 1.6, W       | 'ifi, 3G / 4G connectivit  | У                   |  |  |
|           | Charging post dimensions (W x D x H) [mm] |   | 600 x 3                     | 00 x 800                   |                     |  |  |
|           | Charging post dimensions (W x D x H) [ft] | 2.0 x 1.0 x 2.6   |                             |                            |                     |  |  |
|           | Other station options                     | Motorized protection switchgear (remote operation)                                |                             |                            |                     |  |  |

#### STANDARD CONFIGURATIONS

| DECEDENCE |                     |         |         |         |
|-----------|---------------------|---------|---------|---------|
| REFERENCE | SMART POWER BALANCE | NBDI060 | NBDI120 | NBDI175 |
| NBS0350   | -                   | 7       | 3       | 2       |
| NBS0350S  | √                   | -       | 6       | 4       |
| NBS0500   | -                   | 10      | 5       | 3       |
| NBS0500S  | √                   | -       | 10      | 6       |
| NBS0700   | -                   | 14      | 7       | 4       |
| NBS0700S  |                     | -       | 14      | 8       |
| NBS1000   | -                   | 20      | 10      | 6       |
| NBS1000S  | $\checkmark$        | -       | 20      | 12      |

#### **NBi STATION + PANTOGRAPHS**

| REFERENCE |                                     | NBS0350<br>NBS0350S                                 | NBS0500<br>NBS0500S    | NBS0700<br>NBS0700S   | NBS1000<br>NBS1000S  |  |  |
|-----------|-------------------------------------|---|------------------------|-----------------------|----------------------|--|--|
| DC OUTPUT | Station maximum power [kW]          | 420   | 600                    | 840                   | 1200                 |  |  |
|           | Charging power [kW]                 |   | 175 / 350 / 450 / 600  |                       |                      |  |  |
|           | Voltage range [V]                   |   | 150 -                  | - 1000                |                      |  |  |
| AC INPUT  | Voltage [kV]                        |   | 15/2                   | 0 / 25 <sup>[1]</sup> |                      |  |  |
|           | Power factor                        |   | > (                    | ).99                  |                      |  |  |
|           | Frequency [Hz]                      | 50 / 60   |                        |                       |                      |  |  |
|           | Efficiency                          |   | 93 % (pr               | eliminary)            |                      |  |  |
| GENERAL   | Protections                         | Isolation monitoring                                |                        |                       |                      |  |  |
|           |                                     | Over-voltages / under-voltages                      |                        |                       |                      |  |  |
|           |                                     | Over-currents / short-circuits                      |                        |                       |                      |  |  |
|           |                                     | RCD   |                        |                       |                      |  |  |
|           |                                     | Over-temperatures                                   |                        |                       |                      |  |  |
|           | User auxiliary services supply [kW] | 25 (optional)                                       |                        |                       |                      |  |  |
|           | Degree of protection                | NEMA 3R - IP54                                      |                        |                       |                      |  |  |
|           | Enclosure station colour            | Grey (RAL 7035)                                     |                        |                       |                      |  |  |
|           | Operating temperature               | From -25°C to 50°C (optionally, from -30°C to 50°C) |                        |                       | 50°C)                |  |  |
|           | Relative humidity                   | 4% - 95%  |                        |                       |                      |  |  |
|           | Maximum altitude (above sea level)  | 2000 m; > 2000 m power derating (max. 3000 m)       |                        |                       | 0 m)                 |  |  |
|           | Communications                      | Ethernet, OCPP 1.6, Wifi, 3G / 4G connectivity      |                        |                       | ity                  |  |  |
|           | Other station options               | Moto  | prized protection swit | tchgear (remote oper  | r (remote operation) |  |  |

#### STANDARD CONFIGURATIONS

| DEEEDENIOE |                     | PANTOGRAPHS |        |        |        |  |
|------------|---------------------|-------------|--------|--------|--------|--|
| REFERENCE  | SMART POWER BALANCE | 175 kW      | 350 kW | 450 kW | 600 kW |  |
| NBS0350    | -                   | 2           | 1      | -      | -      |  |
| NBS0350S   | √                   | 4           | 2      | -      | -      |  |
| NBS0500    | -                   | 3           | -      | 1      | -      |  |
| NBS0500S   | √                   | 6           | -      | 2      | -      |  |
| NBS0700    | -                   | 4           | 2      | -      | 1      |  |
| NBS0700S   | √                   | 8           | 4      | -      | 2      |  |
| NBS1000    | -                   | 6           | 3      | 2      | -      |  |
| NBS1000S   | √                   | 12          | 6      | 4      | -      |  |

#### NBS

#### **NBi STATION + POSTS**

| REFERENCE |   | NBSK0350<br>NBSK0350S   | NBSK0500<br>NBSK0500S | NBSK0700<br>NBSK0700S    | NBSK1000<br>NBSK1000S |  |  |
|-----------|---|---|-----------------------|--------------------------|-----------------------|--|--|
| DC OUTPUT | Station maximum power [kW]                | 420   | 600                   | 840                      | 1200                  |  |  |
|           | Charging post power [kW]                  |   | 60 / 12               | 20 / 175                 |                       |  |  |
|           | Voltage range [V]                         |   | 50 - 500 /            | 150 - 1000               |                       |  |  |
|           | Available connectors                      |   | CCS [1], (            | CHAdeMO                  |                       |  |  |
| AC INPUT  | Voltage [V]                               | 400 ± 10 % / 480 ± 10 %   |                       |                          |                       |  |  |
|           | Power factor                              |   | > (                   | ).99                     |                       |  |  |
|           | Frequency [Hz]                            |   | 50                    | / 60                     |                       |  |  |
|           | Efficiency                                |   | 94 % (pr              | eliminary)               |                       |  |  |
| GENERAL   | Interface                                 |   | Status LE             | D indicator              |                       |  |  |
|           |   | Button to stop charging   |                       |                          |                       |  |  |
|           |   |   | Emergency s           | stop (optional)          |                       |  |  |
|           |   | RFID card reader (optional)   |                       |                          |                       |  |  |
|           | Protections                               | Isolation monitoring  |                       |                          |                       |  |  |
|           |   | Over-voltages / under-voltages<br>Over-currents / short-circuits                |                       |                          |                       |  |  |
|           |   |   |                       |                          |                       |  |  |
|           |   | Over-temperatures   |                       |                          |                       |  |  |
|           | User auxiliary services supply [kW]       |   | 25 (optional)         |                          |                       |  |  |
|           | Cable length [m] [2]                      |   | 4                     |                          |                       |  |  |
|           | Cable length [ft] [2]                     | 13.12   |                       |                          |                       |  |  |
|           | Degree of protection                      |   | NEMA 3R -             | IP54 / IK10 [3]          |                       |  |  |
|           | Operating temperature                     | Fro   | m -25°C to 50°C (opti | onally, from -30°C to 50 | )°C)                  |  |  |
|           | Relative humidity                         |   | 4%                    | - 95%                    |                       |  |  |
|           | Maximum altitude (above sea level)        | 20  | 000 m; > 2000 m powe  | er derating (max. 3000   | m)                    |  |  |
|           | Enclosure station colour                  | Grey (RAL 7035)   |                       |                          |                       |  |  |
|           | Post colour (enclosure / foot)            | White (RAL 9016 - microtexture painting) / Grey (RAL 7016 - microtexture painti |                       |                          |                       |  |  |
|           | Customization                             | Enclosure   |                       |                          |                       |  |  |
|           | Communications                            | Ethernet, OCPP 1.6, Wifi, 3G / 4G connectivity                                  |                       |                          |                       |  |  |
|           | Charging post dimensions (W x D x H) [mm] | 600 x 300 x 800   |                       |                          |                       |  |  |
|           | Charging post dimensions (W x D x H) [ft] | 2.0 x 1.0 x 2.6   |                       |                          |                       |  |  |

#### STANDARD CONFIGURATIONS

| DEFERENCE |                     | POSTS   |         |         |  |
|-----------|---------------------|---------|---------|---------|--|
| REFERENCE | SMART POWER BALANCE | NBDI060 | NBDI120 | NBDI175 |  |
| NBSK0350  | -                   | 7       | 3       | 2       |  |
| NBSK0350S | √                   | -       | 6       | 4       |  |
| NBSK0500  | -                   | 10      | 5       | 3       |  |
| NBSK0500S | √                   | -       | 10      | 6       |  |
| NBSK0700  | -                   | 14      | 7       | 4       |  |
| NBSK0700S | √                   | -       | 14      | 8       |  |
| NBSK1000  | -                   | 20      | 10      | 6       |  |
| NBSK1000S | √                   | -       | 20      | 12      |  |

#### **NBi STATION + PANTOGRAPHS**

Operating temperature

REFERENCE

DC OUTPUT

AC INPUT

GENERAL

|                                     | NBSK0350<br>NBSK0350S | NBSK0500<br>NBSK0500S | NBSK0700<br>NBSK0700S | NBSK1000<br>NBSK1000S |  |
|-------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|--|
| Station maximum power [kW]          | 420                   | 600                   | 840                   | 1200                  |  |
| Charging power [kW]                 |                       | 175 / 350             | / 450 / 600           | ·                     |  |
| Voltage range [V]                   |                       | 150 -                 | 1000                  |                       |  |
| Voltage [V]                         |                       | 400 ± 10 %            | / 480 ± 10 %          |                       |  |
| Power factor                        |                       | > (                   | 1.99                  |                       |  |
| Frequency [Hz]                      |                       | 50 / 60               |                       |                       |  |
| Efficiency                          |                       | 94 % (preliminary)    |                       |                       |  |
| Protections                         |                       | Isolation r           | nonitoring            |                       |  |
|                                     |                       | Over-voltages /       | under-voltages        |                       |  |
|                                     |                       | Over-currents         | / short-circuits      |                       |  |
|                                     |                       | R                     | CD                    |                       |  |
|                                     |                       | Over-tem              | peratures             |                       |  |
| User auxiliary services supply [kW] |                       | 25 (optional)         |                       |                       |  |
| Degree of protection                |                       | NEMA 3R - IP54        |                       |                       |  |
| Enclosure station colour            |                       | Grey (RAL 7035)       |                       |                       |  |

From -25°C to 50°C (optionally, from -30°C to 50°C)

# Relative humidity4% - 95%Maximum altitude (above sea level)2000 m; > 2000 m power derating (max. 3000 m)CommunicationsEthernet, OCPP 1.6, Wifi, 3G / 4G connectivity

#### STANDARD CONFIGURATIONS

| DEFEDENCE |                     | PANTOGRAPHS |        |        |        |  |
|-----------|---------------------|-------------|--------|--------|--------|--|
| REFERENCE | SMART POWER BALANCE | 175 kW      | 350 kW | 450 kW | 600 kW |  |
| NBSK0350  | -                   | 2           | 1      | -      | -      |  |
| NBSK0350S | √                   | 4           | 2      | -      | -      |  |
| NBSK0500  | -                   | 3           | -      | 1      | -      |  |
| NBSK0500S | √                   | 6           | -      | 2      | -      |  |
| NBSK0700  | -                   | 4           | 2      | -      | 1      |  |
| NBSK0700S | √                   | 8           | 4      | -      | 2      |  |
| NBSK1000  | -                   | 6           | 3      | 2      | -      |  |
| NBSK1000S | √                   | 12          | 6      | 4      | -      |  |

#### NBSK



New 2020 CHEVROLET Box Truck - Straight Truck, Moving Van, Dry Van LOW CAB FORWARD 6500 XD



#### **Paradise Chevrolet**

#### **Popularity Stats**

- Seen 104 times (last 30 days)
- Be the first user to .
- The price has not decreased recently

#### Description

#### 

2020 Chevrolet LCF 6500XD, Dry Freight, Transmission, 4x2, 2020 Chevrolet LCF 6500XD Regular Cab DRW 4x2, Dry Freight ---- Artic White 2020 Chevrolet 6500XD LCF Diesel Commercial RWD 6-Speed Automatic 5.2L 4 Cylinder 16VOffering Free Delivery to anywhere in Southern California! This unit comes standard with a 5 year/60,000 Mile Power-train warranty & 3 year/36,000 mile bumper to bumper warranty. You'll also get 5 years/60,000 miles of FREE Roadside Assistance from Chevrolet. Call us at (951) 252-2980 to speak to one of our salespeople who can answer your questions., VIN: 54DKFS169LSG50216, 2 Speakers, 2 Speakers Audio System, AM/FM radio, CD player, Radio: AM/FM Stereo w/CD Player & Bluetooth, Air Conditioning, Single Zone Manual Air Conditioning, Power steering, Power windows, ABS brakes, Front anti-roll bar, Speed control, Dual rear wheels, Bumpers: body-color, Cloth Seat Trim, Driver door bin, Overhead console, Tachometer, Telescoping steering wheel, Tilt steering wheel, Trip computer,Front Bucket Seats,Front Center Armrest,Front High Back Bucket Seats,Passenger door bin,Wheels: 22.5 x 8.25 Steel,ONSTAR

#### **Message From Paradise Chevrolet**

WE ARE THE LARGEST GM STOCKING DEALER WITH OVER 500 COMMERCIAL TRUCKS & VANS IN STOCK & READY TO WORK!!

| Details            |                   |
|--------------------|-------------------|
| Condition:         | New               |
| Year:              | 2020              |
| Make:              |                   |
| Model:             |                   |
| Class:             |                   |
| Category:          | ·/·               |
| Cab Type:          |                   |
| Location:          |                   |
| Max Horse Power:   | 215-215           |
| Max Torque:        | 452-452           |
| Fuel Type:         |                   |
| Axles:             | 4x2               |
| Rear Axles:        | DRW               |
| Wheelbase:         | 152.0-248.0       |
| Brake Type:        | Air               |
| Stock Number:      | M20485            |
| VIN:               | 54DKFS169LSG50216 |
| Drivetrain:        |                   |
| Engine Manufacture | e: Isuzu          |
| Engine Model:      |                   |
| Engine Size:       |                   |
| Weight:            | 19501-26000       |
| Transmission Speed | :                 |
| Transmission Type: | 74                |

#### **Paradise Chevrolet**

WE ARE THE LARGEST GM STOCKING DEALER WITH OVER 500 COMMERCIAL TRUCKS & VANS IN STOCK & READY TO WORK!!

#### Call 1-866-333-9389

#### Disclaimers

Color: Contract Track Tr



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#### Upfit With Supreme Standard Box Truck

LCF - 20' Supreme Box



August 17, 2021

Chad Harsha Secretary of Natural Resources Cherokee Nation Tahlequah, Oklahoma

Re: Round 4 VW Fee Request

Dear Secretary Harsha:

The Askman Law Firm, L.L.C. is pleased to have had the opportunity to assist the Cherokee Nation with its application for the fourth round of VW trust funds. This letter serves as the Firm's fee request to be submitted as part of the Cherokee Nation's application. The Firm is requesting a fee to be funded as an eligible administrative expense with trust funds the Cherokee Nation receives. These fees will be in addition to any trust funds received by the Cherokee Nation.

The Firm is submitting its fee request to be paid from trust funds awarded to the Cherokee Nation as an eligible administrative expense under the Trust Agreement. Appendix D-2 to the Trust Agreement includes a section for "Eligible Mitigation Action Administrative Expenditures." That section permits the Cherokee Nation, as a Beneficiary, to "use Trust Funds for actual administrative expenditures (described below) associated with implementing such Eligible Mitigation Action, but not to exceed 15% of the total cost of such Eligible Mitigation Action." That section goes on to describe eligible administrative expenditures to include, inter alia, "[c]ontractual including all contracted services," "[c]ontracts for evaluation and consulting services," and "[o]ther costs including ... professional services." It also specifies certain expenditures that do not quality as eligible administrative expenditures, including fees prior to October 2, 2017 and any expenses in preparing an Appendix D-3. The services that the Firm provided to the Cherokee Nation in preparing its application, as well as the services that the Firm will provide to the Cherokee Nation in implementing its project, qualify under those provisions and the guidance provided by the Trustee and the U.S. Department of Justice.

The Firm is submitting fee requests for their actual hours spent assisting the Cherokee Nation in preparing its application. The Firm have expended a significant amount of time assisting the Cherokee Nation prepare their application, including providing the Cherokee Nation with an analysis of the amount of funds the Cherokee Nation should receive from the trust, preparation of an application strategy to maximize that value for the Cherokee Nation, attending calls hosted by the National Tribal Air Association discussing the application and project implementation Secretary Harsha Page 2 of 2

process, and assisting the Cherokee Nation in designing and preparing its application. As of the date of this letter, the fee for the application assistance is \$8,785.00. These fees only include hours spent on preparing the application, they do not include any time spent on other issues in connection with the VW diesel emissions scandal. Additional detail is provided in the attached invoice, including a description of the individual who worked on the matter, the date of the work, the time spent on the task, the task performed, and the hourly rate.

The Firm also plans to submit a fee request for assisting in implementing the project. The Firm estimates that the total amount of time spent will be about 92 hours at \$350 per hour based on time estimates as follows: 30 hours for contracting, project planning, and initiation support; 10 hours for infrastructure installation and vehicle procurement assistance; 20 hours for site visits; 3 hours to confirm compliance with making documentation publicly available; 25 hours for drafting semiannual reports; and 4 hours for assist in deployment and project close including drafting final report. Finally, the fee has been adjusted to eliminate a cost share by the estimated administrative costs so that the budget equals the allocation, resulting in a total estimate of \$40,361.00.

Please contact me at (720) 407-4331 or <u>michael@askmanlaw.com</u> if you would like to discuss the contents of this letter in more detail.

Very truly yours,

s/ Michael M. Frandina

Michael M. Frandina, Esq. THE ASKMAN LAW FIRM, LLC 1543 Champa Street, Suite 400 Denver, CO 80202

Enc. Firm's Invoice 1714

#### The Askman Law Firm, LLC

The Odd Fellows Hall, 1543 Champa St, Ste 400 Denver, CO 80202 (720) 407-4331



### Invoice

| BILL TO                        |  |
|--------------------------------|--|
| Cherokee Nation VW application |  |
| Round 4                        |  |
|                                |  |
|                                |  |
|                                |  |

| INVOICE # | DATE       | TOTAL DUE  | DUE DATE   | ENCLOSED |
|-----------|------------|------------|------------|----------|
| 1714      | 08.17.2021 | \$8,785.00 | 09.16.2021 |          |

| DATE       | ACTIVITY  | QTY  | RATE   | AMOUNT   |
|------------|---|------|--------|----------|
| 01.28.2021 | Hours<br>Prepare timeline and send summary email to Pat Gwin<br>and Christina Carroll regarding Round 4 of VW - Mr.<br>Michael M. Frandina Esq.   | 0:24 | 350.00 | 140.00   |
| 03.18.2021 | Hours<br>Review list of tribes that qualified for Round 4 and<br>prepare estimate of allocation for Cherokee Nation -<br>Mr. Michael M. Frandina Esq.   | 0:36 | 350.00 | 210.00   |
| 03.19.2021 | Hours<br>Emails with Pat Gwin about Round 4 VW plans - Mr.<br>Michael M. Frandina Esq.  | 0:06 | 350.00 | 35.00    |
| 05.25.2021 | <b>Hours</b><br>Prepare Round 4 D-6 form and send to Cherokee<br>Nation - Mr. Michael M. Frandina Esq.  | 0:12 | 350.00 | 70.00    |
| 06.10.2021 | Hours<br>Emails to confirm D-6 receipt (0.2) - Mr. Michael M.<br>Frandina Esq.  | 0:12 | 350.00 | 70.00    |
| 07.06.2021 | <b>Hours</b><br>Review allocation email and exchange emails with Pat<br>Gwin (0.3) - Mr. Michael M. Frandina Esq.   | 0:18 | 350.00 | 105.00   |
| 07.20.2021 | <b>Hours</b><br>Prepare for and attend call with Pat Gwin and Christina<br>Carroll to plan fro Round 4 application (1.3) - Mr.<br>Michael M. Frandina Esq.  | 1:18 | 350.00 | 455.00   |
| 08.05.2021 | Hours<br>Email from April Hathcoat and response - Mr. Michael<br>M. Frandina Esq.   | 0:12 | 350.00 | 70.00    |
| 08.06.2021 | <b>Hours</b><br>Review file and internet research on Round 4 options,<br>including reviews of electric bus, box truck, water truck,<br>and dump truck options, review of Cherokee Nation<br>eligible vehicles, review of diesel options, and review of<br>status of current electric infrastructure (4.5) - Mr. | 4:30 | 350.00 | 1,575.00 |

| DATE         | ACTIVITY  | QTY  | RATE   | AMOUNT   |
|--------------|---|------|--------|----------|
|              | Michael M. Frandina Esq.  |      |        |          |
| 08.09.2021   | Hours<br>Begin preparation of Round 4 D-4 application form for<br>the Cherokee Nation, including drafting updated<br>budget, begin revising the application form, and getting<br>supporting documentation (4.9) - Mr. Michael M.<br>Frandina Esq. | 4:54 | 350.00 | 1,715.00 |
| 08.10.2021   | Hours<br>Finish preparing Round 4 D-4 application form for the<br>Cherokee Nation, including assembling supporting<br>documentation and preparing attachment A, and send<br>to client for review (3.9) - Mr. Michael M. Frandina Esq.             | 3:54 | 350.00 | 1,365.00 |
| 08.11.2021   | Hours<br>Work on corrections suggested by Sara Wagner,<br>including review of VIN numbers and alteration of<br>budget, and emails with Sara Wagner (2.8) - Mr.<br>Michael M. Frandina Esq.  | 2:48 | 350.00 | 980.00   |
| 08.12.2021   | Hours<br>Continue to work on Round 4 application, including<br>confirming vehicle details with Brad Malsam and Laura<br>Henson and reworking budget, and send for review<br>(3.2) - Mr. Michael M. Frandina Esq.                                  | 3:12 | 350.00 | 1,120.00 |
| 08.17.2021   | <b>Hours</b><br>Finish preparing the Cherokee Nation Round 4<br>application, including addressing ITEP comments,<br>correspondence on same, and preparing final package<br>for signature (2.5) - Mr. Michael M. Frandina Esq.                     | 2:30 | 350.00 | 875.00   |
| Round 4 VW A | Application BALANCE DUE   |      | \$8    | 8,785.00 |