## APPENDIX D-4

## Beneficiary Eligible Mitigation Action Certification



Santa Fe Public Schools: Electrifying Our School Bus Fleet Project NM-VW-20-22

## BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

## Beneficiary State of New Mexico

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

(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	Santa Fe Public Schools: Electrifying Our School Bus Fleet Project
Beneficiary's Project ID:	NM-VW-20-22
Funding Request No.	(sequential) 011
Request Type:	⊠Reimbursement
(select one or more)	□Other (specify):Click or tap here to enter text.
Payment to be made to:	□Beneficiary
(select one or more)	⊠Other (specify):Santa Fe Public Schools
Funding Request & Direction	⊠Attached to this Certification
(Attachment A)	□To be Provided Separately

## **SUMMARY**

**Eligible Mitigation Action** Appendix D-2 item (specify): Eligible Mitigation Action 2. Class 4-8 School Bus, Shuttle Bus, or Transit Bus (Eligible Buses)

Action Type □Item 10 – DERA Option (5.2.12) (specify and attach DERA Proposal)

Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):

The Beneficiary Mitigation Plan's overarching goal is to protect New Mexico's environment and the health of our citizens. The Trust allows the State the opportunity to offset (mitigate) the impact of excess nitrogen oxide (NO<sub>x</sub>) emissions associated with the affected vehicles registered within New Mexico. The reduction of NO<sub>x</sub> from mobile sources achieves the intended use of Trust funds by preventing the deterioration of air quality, ensuring the health and safety of the inhabitants of the state, and promoting visibility improvement within New Mexico. Implementation of diesel NO<sub>x</sub> reduction projects using Trust funds will have immediate and long-lasting benefits. The proposed project will reduce emissions of NO<sub>x</sub>, focusing on the most cost-effective vehicles that maximize emission reductions.

**Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):** This project consists of replacing one diesel-fueled school bus with one battery electric school bus. Balancing limited natural and fiscal resources over the long-term is an essential goal of sustainability. To achieve this goal, SFPS is committed to pursuing sustainability at every level of the organization. SFPS has finalized their SFPS District Sustainability Guide, and Transportation is one of the focus areas. With an estimated 30% of greenhouse gas emissions coming from the transportation sector nationwide, emissions reduction from electrifying the SFPS bus fleet will have a significant, positive impact on the health of our children, community, and planet.

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

The Santa Fe Public School bus fleet is located centrally inside the City of Santa Fe, which has the 5th highest NOx emissions in the State of New Mexico. According to the EPA NEI data, NOx on road emissions in New Mexico total 5,038 tons for the years 2011-2014. Total lifetime NOx reductions from the entire project are estimated to be 3.03 tons

Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):

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

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

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

**Describe any cost share requirement to be placed on each NO<sub>x</sub> source proposed to be mitigated (5.2.8):** The total project cost is Four Hundred Sixty-Four Thousand, Four Hundred Seven dollars and Nine Cents (\$464,407.09). Trust funding will provide the requested Three Hundred Forty-One Thousand, Seven Hundred dollars (\$341,700), approximately 74% of the final total project cost (79% cap), for the purchase of an electric bus. The remaining One Hundred Twenty-Two Thousand, Seven Hundred Seven dollars and Nine Cents (\$122,707.09) constitutes Santa Fe Public Schools cost share.

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

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

If applicable, describe how the mitigation action will mitigate the impacts of NO<sub>x</sub> emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10): Trust funds have afforded the State the opportunity to advance environmental justice goals. New Mexico's Draft Beneficiary Mitigation Plan expresses a commitment to prioritizing projects that benefit those communities most impacted by poor air quality. Minorities and those living below the poverty level historically have borne a disproportionate share of air pollution, including emissions associated with on-road vehicles.

The Santa Fe Public Schools district covers 1,016 square miles with over 7,500 eligible bus riders from the city and county. 75% of SFPS students live at or below the poverty level, 80% identify as Hispanic, and 25% speak a language other than English in the home. 21 SFPS schools are in the Title I category with at least 35% of the registered families qualifying for free or reduced meals. Out of the 12,706 enrolled SFPS students 9,090 receive free meals while another 463 qualify for reduced meals. On any given day, between 800 – 1,000 SFPS students experience housing insecurity or homelessness. These factors increase the chances of health issues, amongst other challenges, adding even more importance to any action SFPS can take to mitigate negative environmental impact, such as electrifying the bus fleet and reducing harmful emissions. The completion of this project is an essential step towards reducing regional air pollution levels, improving human health, and addressing environmental inequality.

### **ATTACHMENTS**

### (CHECK BOX IF ATTACHED)

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

### **CERTIFICATIONS**

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

- 1. This application is submitted on behalf of Beneficiary the State of New Mexico, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
- 2. Beneficiary requests and directs that the Trustee make payments described in this application and Attachment A to this Form.
- 3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
- 4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
- 5. Beneficiary will maintain and make publicly available all documentation submitted in support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information (5.2.7.2)

identifiable information. (5.2.7.2)

DATED: 3/16/2022

Elizabeth Kuehn Liizabeth Liizabeth Kuehn Date: 2022.03.29 10:43:22-06'00'

Elizabeth Bisbey-Kuehn Chief, Air Quality Bureau

**New Mexico Environment Department** 

For

**State of New Mexico** 

## ATTACHMENT B PROJECT MANAGEMENT PLAN PROJECT SCHEDULE AND MILESTONES

Milestone	Date
Lead Agency Provides Notice of Availability of Mitigation Action Funds	7/15/2019
Pre-application meetings with applicants	7/15/2019 through
	1/9/2020
Project Sponsor Submits Proposal to Lead Agency	1/9/2020
Lead Agency Provides Written Approval of Project Sponsor's Proposal	6/10/2020
Project agreements signed.	6/26/20
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	7/12/2019
Trustee Acknowledges Receipt of Project Certification and Funding Direction	Q4 2021
Trustee Allocates Share of State Funds for Approved Project	Q4 2021
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	Q4 2021
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Start	Q3 2020
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Complete	Q3 2021
Project Installations(s) – Start	Q3 2020
Project Installations(s) – Complete	Q3 2021
Project Sponsor provides detailed invoices for all claimed project costs,	10/21/21
documentation for emission reduction estimates, required certification documents to	
Lead Agency to support direction to Trustee for Payment (Reimbursement, Direct-to-	
Vendor) or final accounting (Forward Funded Projects)	
Lead Agency completes review and certifies payment direction to Trustee	Q1 2022
(Reimbursement)	
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded,	Q1 2022
Reimbursement)	
Lead Agency Reports Project Completion	Q1 2022

### PROJECT BUDGET

	Period of Performance	e: 7.1.2020-6.30.2021		
Budget Category	Total Approved Budget	Share of Total Budget Funded by the Trust	Cost-Share, if applicable (Entity #1)	Cost-Share, if applicable (Entity #2)
1. Equipment Expenditure	\$464,407.09	\$341,700	\$122,707.09	\$0
2. Contractor Support	\$0	\$0	\$0	\$0
3. Subrecipient Support	\$0	\$0	\$0	\$0
4. Administrative <sup>1</sup>	\$0	\$0	\$0	\$0
Project Totals	\$464,407.09	\$341,700	\$122,707.09	\$0
Percentage	100%	74%	26%	0%

<sup>1</sup>Subject to Appendix D-2 15% administrative cap.

## ATTACHMENT C DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

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

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

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

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

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

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

See attached invoices



October 20, 2021

Robert L. Martinez II 610 Alta Vista Santa Fe, NM 87505

RE: Request for Reimbursement Under Santa Fe Public Schools: Electrifying our School Bus Fleet Project #NM-VW-20-22 Project Agreement.

Dear Neal,

Pursuant to Article 9A of the above agreement, Santa Fe Public Schools (SFPS) hereby submits its request for reimbursement for its actual allowable costs incurred in completing the purchase of VW bus described in the project scope. I have attached invoices and proof of payment to Cooperative Ed'l Services Inc. (CES) in the agreement amount of \$341,700.00.

Please advise if NMED requires any further documentation to support this request.

Thank you,

- lobett L. e

Robert L. Martinez H Chief Financial Officer Santa Fe Public Schools Phone 505-467-2042 robmartinez@sfps.k12.nm.us

> Educational Services Center 610 Alta Vista, Santa Fe, NM 87505 Telephone (505) 467-2000 www.sfps.info Hilario "Larry" Chavez., Superintendent of Schools

#### Santa Fe Public Schools Electric School Bus NM-VW-20-22

		Itemized					Check No.	Check No.	
Description	Total Amount	Amount	Cost Share	vw	Funding Source	Invoice / Page	138588	138119	PO / Page
Charging Station and									
Installation		\$105,505.10							202102251/p.13
					2017 General				But for a greater
					Obligation Bond,	24-116371/p.11 and			amount
NMGRT 8.438%	\$114,407.09	\$8,901.99			Fund #13028	INV00146/p.24		Included	(\$182,412.20)
Full Body and Dash					Santa Fe Public				
Air Conditining		\$8,300.00	\$122,707.09		School Funds	24-118450/p.4	Included		
Thomas Model	1								
Profile: Saf-T-Liner C2									
341TS Electric Battery									
School Bus	\$350,000.00	\$341,700.00		\$341,700.00	Wilmington Trust	24-118450/p.5	Included		202101401/p.5
Project Total	\$464,407.09	-							



PO Box 609 Santa Fe, NM 87504 505-992-2030 No.

138588

EXPENSE 1039

08/11/2021

CHECK AMOUNT

DATE

\$398,216.08

- Detert L. whom

VOID AFTER LYEAR

PAY \*\*\*Three Hundred Ninety Eight Thousand Two Hundred Sixteen and 08/100 Dollars\*\*\*

TOCOOPERATIVE ED'L SERVICES(CES) INC.THEPO BOX 81045ORDERALBUQUERQUE, NM 87198OF

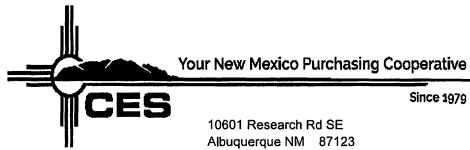
## #138588# #101100621# 107027400#

Santa Fe Public Schools District #71

#### SANTA FE, NM 87505

448	COOPERATIVE ED'L SERVICES(CES) INC.	1039	08/11/2021		138588
Vendor	Vendor Name	Voucher	Date	Account Number	Check Number

PO Number	Invoice	<u>Amount</u>
202100115	24-118236	592.88
202100115	24-118240	395.26
202100115	24-118241	148.22
202100115	24-118242	592.88
202100115	24-118243	247.03
202100115	24-118245	494.07
202100115	24-118247	907.95
202100115	24-118248	296.44
202100115	24-118250	918.21
202100115	24-118253	247.03
202101397	24-118450	8,300.00
202101401	24-118450	341,700.00
202102251	24-117957	36,050.05
202200410	24-118429	5,358.28
202200411	24-118428	1,750.90
202200454	24-118461	216.88



## Invoice

#### Invoice No 24-118450 **Invoice Date** 8/3/2021 Page 1

Since 1979

Voice: (505) 344-5470 Fax: (505) 344-9343

Ship To:

Santa Fe Public Schools 610 Alta Vista Street Santa Fe NM 87505

Santa Fe Public Schools 610 Alta Vista Street Santa Fe NM 87505

**Bill To:** 

Customer ID		Customer PO	Salesperson	Items provided by	Paym	ent Terms	Invoice Due Date
SANTAFESC		202101401	MINNIE	ALBFREIGHTLINER		Ipon Receipt	8/3/2021
Quantity	Item	Description		·		Unit Price	Ext. Price
	10-3TB	Electric Bus Saf-T-Lin				\$341,700.00	\$341,700.00
			G43NCNF3259			8,300.00	8,300.00
1.00		Full Body & Dash Air	Conditioning			8,300.00	0,000.00
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					Total		\$350,000.0
					Total		
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						.O. Box 8104	
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# Thank You for Purchasing from CES

Purchase Order	SANTA FE PUBLIC SCHOOLS 610 ALTA VISTA SANTA FE NM 87505	No. 202101401
P.O. NUMBER MUST BE ON ALL DOCUMENTS!!	SEND ALL INVOICES IN DUPLICATE TO:	UPON ACCEPTANCE OF PO, VENDOR CERTIFIES
DO NOT OVERSHIP OR SUBSTITUTE WITHOUT	ACCOUNTS PAYABLE, SANTA FE PUBLIC SCHOOL	NO SUSPENSION, DEBARMENT OR EXCLUSION ON
PRIOR PURCHASE DEPARTMENT APPROVAL	610 ALTA VISTA, SANTA FE, NM 87505	STATE FEDERAL GOV'T LEVEL IS IN PLACE
P.O. Date: 07/01/2021 Questio P.O. Issued To :	ns ? (505) 467-2007 Ext: Ship To:	Account:
COOPERATIVE ED'L SERVICES PO BOX 81045 ALBUQUERQUE NM 87198	Attn: so SANTA I 2201 YU	
Contact: Locatio		FE NM 87505
Phone: (505) 344-5470 Fax: (505) 344-5	5801 Project: NONE (505) 46	67-3500 Req# 202001508
Reference:	Date Required: 07/16/2021	Award Number:
Line Qty Unit Part# Description	Account Number	Unit Price Extended Tax Freight
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From dealer Lonestar Attached are the contr The contract is for \$34 Leck and German Mar		g from the same account. Based on a law pass by

APPROVAL SIGNATURES:

Robert J. lag-

 Sub-Total:
 341,700.00

 Freight:
 0.00

 Tax:
 0.00

 Total Amount:
 341,700.00

NOTES:

PRICE DECREASE OR INCREASES IN SHIPPING COST IN EXCESS OF \$25 OVER TOTAL P. O. MUST RECEIVE PRIOR SCHOOL DISTRICT APPROVAL. EMAIL INVOICES TO: SFPS\_ACCTS\_PAYABLE@SFPS.K12.NM.US

Order Via:

Mail

**FILE COPY** 

Journal Entry         Fiscal Year: 2021-2022         Fiscal Year: 2021-2022         GL Entry Date: 08/11/2021         Memo: CES, PO 202101401, CK # 138588, Inv 24-118450         User ID: robmartinez         Originator: msantillan         Created On: 08/20/2021 16:08:58         Line # Account       Description         1 31701.4000.57312.0000.071900.000000       Po for the purchase of a new electric bus Saf-T-Li         2 28209.2000.11111.0000.000000000000       Po for the purchase of a new electric bus Saf-T-Li         3 28209.0000.11111.0000.00000.00000       Port the purchase of a new electric bus Saf-T-Li	CES, PO 202101401, CK # 138588, Inv 24-118450				L		
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Santa Fe Public Schools District #71

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			(State Agency	/ Use	Only)		
Vendor C	code:	Fund No.:			Loc No.		

Division Fiscal Officer

Date

Division Project Manager

Date

Santa Fe Public Schools District #71 610 ALTA VISTA SANTA FE, NM 87505



PO Box 609 Santa Fe, NM 87504

No.

138119

SANT	A FE, NM 87505	الم مناملة (ي 505-992-200	EXPENSE	DATE
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то COOPERATIVE ED'L SERVICES(CES) INC. THE PO BOX 81045 ORDER ALBUQUERQUE, NM 87198 OF

VOD AFTER 90 DAYS

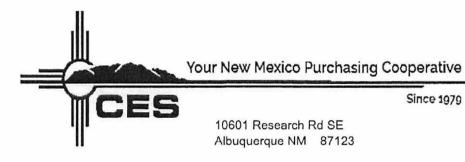
## #138119# #101100621# 107027400#

Santa Fe Public Schools District #71

**SANTA FE, NM 87505** 

448	COOPERATIVE ED'L SERVICES(CES) INC.	1373	06/23/2021		138119
Vendor	Vendor Name	Voucher	Date	Account Number	Check Number

PO Number	<u>Invoice</u>	<u>Amount</u>
202100118	24-116460	5,133.65
202100117	24-112547	1,019.31
202100117	24-115830	2,830.22
202100546	24-116285	6,000.00
202100609	36-038296	21,925.94
202100609	38-038425	21,701.89
202100609	38-038800	16,125.23
202100943	16-005325	5,519.66
202101790	24-114009	24,271.88
202101951	24-118288	1,822.89
202102011	24-1105982	136,703.19
202102221	24-115666	119,762.07
202102251	24-118371	114,407.09
202102747	24-115379	30,228 69
202102858	24-116217	6,582.88
202102857	24-116218	5,043.00



## Invoice

#### Invoice No 24-116371 Invoice Date 6/9/2021 Page 1

Since 1979

Voice: (505) 344-5470 Fax: (505) 344-9343

#### Ship To:

Santa Fe Public Schools 610 Alta Vista Street Santa Fe NM 87505

Santa Fe Public Schools 610 Alta Vista Street Santa Fe NM 87505

Bill To:

Customer ID		Customer PO	Salesperson	Items provided by	Paym		Invoice Due Date
SANTAFESC		202102251	HOLLY	PARADISEPOWERCO	Net 15	5 Days	6/24/2021
Quantity	Item	Description				Unit Price	Ext. Price
1.00	13-2CG	School Bus Charging				\$105,505.10	
1.00	NMGRT	NMGRT Charge 8.43	8%			\$8,901.99	\$8,901.99
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					Total	A Contraction of the second	\$114,407.09
					Total		\$114,407.09
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				Sen			se Orders to:
di se di se	al Politiciana Al					.O. Box 81045	
					Albud	uerque, NM 8	1150

Thank You for Purchasing from CES



## Invoice

## **PPC Solar** PPC Solar 245 Paseo del Canon E Taos, NM 87571

#### Customer Invoice # Date 6/8/2021 INV00146 Santa Fe Publ...

RECEIVED By ediaz at 2:38 pm, Jun 08, 2021

Bill To	Ship To
Santa Fe Public Schools CES P.O. Box 81045 Albuquerque NM 87198 United States	Santa Fe Public Schools Bus Depot 610 Alta Vista Santa Fe NM 87505 United States

Sales Rep	PO#	Memo		Te	rms	Due	e Date	Last Modified
					30	7/8/2	2021	6/8/2021
Item	Description CES PO 202102251		Qty	lar	Rate	Tax	Amount	Options
Incremental Payment Incremental Payment Incremental Payment Incremental Payment	Fast Charging Syste CES PRICE AGRE 2020-088-G2320-12 Admin-Design-Mar EV Charging Equip Mobilization Make-Ready Constu Electric Switchgear	234 lagement ment (Pro Terra) ruction		1 1 1 1	3,231.49 77,444.00 5,286.61 10,800.00 8,743.00	Yes Yes Yes Yes Yes	3,231.4 77,444.0 5,286.6 10,800.0 8,743.0	0 1 0
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	PO	BOX	81045	5			·							RANDALL				
	ALE	BUQU	JERQL	JE NM	87198									VAREHOUS ZIA ROAD	SE			
Contact						Location:			NC					M 87505				
Phone:		) 344-5	5470	F		5) 344-58			NO Project: N	ONE		(505) 4				Req#	202	002576
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Bill To:

## ALBUQUERQUE FREIGHTLINER

12901 US HWY. 66 ALBUQUERQUE, NM 87121 (505)833-1000 **Buyers Order** 

DE-27960 07/28/2021

Contact: Danny Torres | Phone: 505-833-1000 | Mobile: 505-331-3720 | Email: Danny.Torres@tntxtruck.com

Sold To:

116075 SANTA FE PUBLIC SCHOOLS 610 ALTA VISTA SANTA FE NM 87505-4149 Phone:(505)467-2007 Email:

SANTA FE PUBLIC SCHOOLS 610 ALTA VISTA SANTA FE NM 87505-4149

4UZAEXG43NCNF3259	New - 2022 Thomas 341TS		\$350,000.00
		Unit Total:	\$350,000.00
Total Sales Price			\$350,000.00
Net Sales Price			\$350,000.00
AMOUNT DUE			\$350,000.00
Cash / Down Payment			-\$0.00
Amount Financed/Cash Due			\$350,000.00
WARRANTIES. The purchaser agrees that this order in hereof comprises the complete and exclusive statement	h on page two of this document, which is incorporated here in by inference, ANE ncludes all the terms and conditions on both pages of this order and that this ore at of the terms of this agreement, relating to the subject matters covered hereby ER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this c	ler cancels and supersedes any prior agr , and that THIS ORDER SHALL NOT BEC	eement and as of the date COME BINDING UNTIL

hereof comprises the complete and exclusive statement of the terms of this agreement, relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read to admitted and has received a copy of the order. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE. THE VEHICLE IS SOLD 'AS IS' AND 'WITH ALL FAULTS.' DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE (S), EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

Purchase By	Alve Leck	Au Leck.	7.28.21
Dealer	Name(Printed)	Signature	Date 7-32-31
	Sales Rep (Signature)	General Manager's Approval (Signature)	Date

#### ADDITIONAL TERMS AND CONDITIONS

- 1. As used in this Order the terms (a) "Dealer" shall mean Lonestar Freightliner Group, LLC dba ALBUQUERQUE FREIGHTLINER and (b) "Purchaser" shall mean the party executing this Order as such on the face hereof. Dealer and Purchaser are the sole parties to this Order.
- 2. If a used motor vehicle(s) ("Trade In(s)"), which has been traded in as part of the consideration for the motor vehicle(s) ("Purchased Vehicle(s)") ordered hereunder, is not to be delivered to Dealer until delivery to Purchaser of the Purchased Vehicle(s), Dealer may reappraise the Trade In(s) at that time and such reappraised value shall determine the allowance made for the Trade In(s). If such reappraised value is lower than the original Trade Equity shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the Purchased Vehicle(s) to Purchaser and surrender of the Trade In(s) to Dealer.
- Purchaser agrees to deliver to Dealer satisfactory evidence of good title to any Trade In(s) to at the time of delivery of the Trade In(s) to Dealer, Purchaser warrants that Purchaser of the sole owner of the Trade In(s) and that the Trade In(s) are being transferred to Dealer free and clear of all liens and encumbrances of any nature whatsoever except as otherwise noted herein.
- 4. Unless this Order is cancelled by Purchaser in accordance with the provisions of paragraph 2 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the Purchaser Vehicle(s) pursuant to the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser, and, in the event a Trade In(s) has been delivered to Dealer as a part of the part of the consideration for the Purchased Vehicle(s), to sell the trade In(s) and reimburse itself out of the proceeds of such sale for any and all expenses or losses which Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
- 5. Dealer shall not be liable for failure to deliver or any delay in delivering the Purchased Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
- 6. The price for the Purchased Vehicle(s) does not include Federal Excise taxes, sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State of Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such excise, sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefore.
- 7. Purchaser grants Dealer a purchase money security interest in the Purchased Vehicle(s) as security for Purchaser's obligation to pay the purchase price, and Purchaser agrees to execute and financing statement or other instrument required to perfect such security interest. In the event that Purchaser fails or refuses to execute and required document. Purchaser hereby appoints Dealer as it's attorney-in-fact, coupled with an interest to execute the same on Purchaser's behalf and in Purchaser's stead.
- 8. Purchaser before or at any time of delivery of the Purchased Vehicle(s) will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order. In the event that Purchaser fails or refuses to execute any required document, Purchaser hereby appoints Dealer as its attorney-in-fact, coupled with an interest to execute same on Purchaser's behalf and in Purchaser's stead.
- 9. In the event Purchaser seeks to obtain financing to acquire vehicle named on this Purchase Order. Purchaser represents that all material Statements made in the Purchaser's Credit Application, Finance Contracts and all information provided to Dealer or to the Finance Company are True and correct. Any material misrepresentation by Purchaser in any of the aforementioned documents entitles Dealer to cancel this Agreement. Should the purchaser or the Finance Company they contract with fail to tender the full contract price to Dealer, Dealer may cancel this Agreement. Purchaser agrees to promptly return the vehicle if there has been material misrepresentation or full contract price has not been tendered in a prompt manner.
- 10. PURCHASER AGREES THAT IN NO EVENT SHALL DEALER BE LIABLE FOR DAMAGES FOR: LOSS OF USE OF THE PURCHASED VEHICLE(S), LOSS OF TIME, REPLACEMENT OR RENTAL VEHICLES, LODGING, OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTAL DAMAGES ARISING OUT OF PURCHASER'S PURCHASE OR USE OF THE PURCHASED VEHICLE(S), WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WETHER DEALER HAS BEEN ADVISED OF SUCH DAMAGES. IN NO EVENT SHALL DEALER'S LIABILITY TO PURCHASER EXCEED THE PURCHASE PRICE OF THE PURCHASED VEHICLE(S).
- 11. PURCHASER'S ACKNOWLEDGES AND AGREES THAT ANY REPAIR SERVICE PROVIDED BY DEALER ON THE PURCHASED VEHICLE(S) SHALL NOT CREATE ANY WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED VEHICLE(S).
- 12. This agreement shall be governed by the laws of the State of NEW MEXICO The prevailing party shall be entitled to recover reasonable attorney's fees and expenses on any action.
- 13. This agreement constitutes the entire agreement between the parties with respect to the Purchased Vehicle(s). Any Representations, Promises, Warranties, or Statements that differ in any way from the terms of this agreement shall be given no force nor effect. This agreement may not be modified except in writing signed by both parties.
- 14. The undersigned parties RECOGNIZED AND ACKNOWLEDGE THAT THEIR RELATIONSHIP AND BUSINESS DEALINGS AND CONTRACTS INVOLVE INTERSTATE COMMERCE AND hereby submit all controversies, claims and matters of difference to non-binding mediation and binding arbitration in ALBUQUERQUE,BERNALILLO COUNTY,NEW MEXICO in accordance with the Federal Arbitration Act (9 USC §§ 1-16) and pursuant to the Commercial/Business rules and procedures for meditation and arbitration of the American Arbitration Act (9 USC §§ 1-16) and pursuant to the Commercial/Business rules and procedures for meditation and arbitration of the American Arbitration Association. This submission and agreement to meditate and arbitrate shall be specifically enforceable. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING SHALL BE CONSIDERED CONTROVERSIES FOR THIS PURPOSE: (1) ALL QUESTIONS RELATING TO THE BREACH OF ANY OBLIGATION, WARANTY, OR CONDITION HEREUNDER: (II) FAILURE OF ANY PARTY TO DENY OR REJECT A CLAIM OR DEMAND OF ANY OTHER PARTY; AND (III) ALL QUESTIONS AS TO WETHER THE RIGHT TO MEDIATE OR ARBITRATE ANY QUESTIONS EXISTS. The parties hereto agree to submit all controversies to a one day mediation as a condition precedent to any arbitration proceeding. Arbitration may, thereafter, proceed in the absence of any party if written notice (pursuant to the American Arbitration Association's rules and regulations) of the proceedings has been given to such party. The parties agree to ablde by all awards rendered in such arbitration proceedings. Such awards shall be final and binding on all parties to the extent and in the manor provided by the Federal Arbitration Act. All awards may be filed with the Clerk of the District Court in the executed of one or more other courts, state or federal.

By Signature hereunder the purchaser acknowledges he has read and agrees to the above terms and conditions.

A Purchaser Signature: Page 2 of 2

Date: 7-28.2

## ALBUQUERQUE FREIGHTLINER 12901 US HWY. 66 ALBUQUERQUE, NM 87121 (505)833-1000 Salesperson: Danny Torres

Invoice DE-27960 Date 07/28/2021 Purchase Order

VEHICLE BILL OF SALE	V	EHI	CLE	BILL	OF	SALE
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Sold To:
SANTA FE PUBLIC SCHOOLS
610 ALTA VISTA
SANTA FE NM 87505-4149
]
341TS \$350,000.00
Unit Total: \$350,000.00
\$350,000.00
\$350,000.00
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\$350,000.00
rporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL pages of this order and that this order cancels and supersedes any prior agreement and as of the date the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL haser by his/her execution of this order acknowledges the he/she has read its tems and conditions JMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR D A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY DER IS SOLD AS A USED VEHICLE, THE VEHICLE IS SOLD 'AS IS' AND 'WITH ALL FAULTS.' ECTION WITH THE PURCHASED VEHICLE(), EXPRESS OR IMPLIED, (INCLUDING NO TS THE ACTUAL MILEAE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN SIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OR ANY NATURE

Purchase By	Alveeheck	Alyuleck	7.28.21
Authorized By	Name (Printed)	Signakurel	Date 1-38-21
	Name (Printed)	Signature	Date
		DE-27960	



## ACKNOWLEDGEMENT AND ACCEPTANCE OF EQUIPMENT

Seller:

ALBUQUERQUE FREIGHTLINER 12901 US HWY. 66 ALBUQUERQUE, NM 87121

Purchaser:

SANTA FE PUBLIC SCHOOLS 610 ALTA VISTA SANTA FE, NM 87505-4149

Equipment Purchased:

Make

Thomas

<u>Year</u> 2022

<u>Model</u> 341TS Vehicle Identification #

4UZAEXG43NCNF3259

Purchaser hereby acknowledges the equipment as detailed above is in good condition and repair and has been inspected and tested and is operating satisfactorily for Purchaser's intended uses and purposes. Purchaser hereby accepts unconditionally and irrevocably the equipment.

Lik Signature of Purchaser Date of Acceptance: 8.2

Warranty Start	Form (V	VAR275)		internation and a second	. And	Daimler	<b>Frucks</b>	North Amer	ica LLC
	S	ingle or	Multiple Vehi	cle Registration fo	r a Singl	e Custome	er		
• DTNA Dealers: Up	load this co	ompleted ar	nd signed WAR27	5 form to DTNA in OWL;	keep the si	gned form on	file		
<ul> <li>Body Builders and signed form on file</li> </ul>		/Customers	: Email this comp	leted and signed WAR2	75 form to	DTNA at: Wa	rrantyDE	P@Daimler.com	keep the
Dealer	1 1 2 2 3	Dealer Na	ame ALBI	UQUERQUE FREIGH	TLINER	Phor	ne	(505)833-1	000
DTNA Dealer Code	YKFD	De	aler Contact Name	e Misty B	rown	Email listy	.brown@	lonestartruckg	roup.con
Vehicle			VIN (17	characters)		In-Service D	ate	Distance at In-	Service
			4UZAEXG	43NCNF3259		7. 28-	21	569	
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Customer		Name	SANTA	FE PUBLIC SCHOOL	.S	Phone		(505)467-2007	7
Authorized Representati	ve Name					1			
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Address				610 ALTA					
City SAN	NTA FE		State/Province	NM	Country	USA	Z	Zip 87505	-4149
The above vehicle(s) wil	I be used fo	or the follo	wing vocation / ap	plications only (choose	only one):				
<ul> <li>Airport</li> <li>Airport/Transit Shutt</li> <li>Armored Car Service</li> <li>Charter/Shuttle/Transit</li> <li>Church/Prison/Actitic</li> <li>Construction</li> <li>Farm</li> </ul>	ile C nsit C vity C	Intra City	ul Service Bus/Coach Bus Service /Long Haul	<ul> <li>Mobile Lab Service</li> <li>Oil Field</li> <li>Para-transit Van Se</li> <li>Pickup and Deliver</li> <li>Recreation (specify</li> <li>Business</li> <li>Refuse</li> </ul>	ervice y/ShortHa		Road/Ra School B Shuttle B Tour/Bus Tour Bus	s Coach - City / Coach - Cross epair Maintenan	
Customer Certification: notices regarding the abov acknowledge that I have r Warranty Disclaimer and Li the above vehicle(s), or, in have reviewed the Telemat wheel operation. I acknow acknowledge that I have be	e vehicle(s), eccived the mitation of I the case of ics Data Ter vledge that t een offered E	including w applicable C Liability. I c vehicles main ms of Use in he Federal S Extended Con	arranty, recall, and f bwner's Warranty Inf ertify that I have rec nufactured by Thoma the Driver's Manual afety Standards and verage warranty opti	ield service campaign infor ormation book, and I accep eived the applicable Main as Built Bus, I have receive and hereby agree to those Emission stickers have be	mation, will b ot the terms cenance Man d the website Terms of Use en affixed to	be mailed to the and conditions ual(s), Operator e address where e. If applicable the driver's sid	e above cu set forth of s Manual e these do e, I have be de doorfran	Istomer name and therein, including ((s) and Driver's Ma couments may be een instructed on o me of the above v	address. I the Limited anual (s) for obtained. I correct fifth
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Signature	ALC	L	t		Date	7-2	8-3	2(	
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New Mexico Taxation & Revenue Department, Motor Vehicle Division

**ODOMETER DISCLOSURE STATEMENT** 



Federal and state law requires the transferor (seller) of a vehicle to state the odometer mileage upon transfer of ownership. Failure to complete an odometer disclosure statement or providing false information may result in fines and/or imprisonment.

**Note**: The Motor Vehicle Division is not responsible for false or fraudulent odometer statements made in connection with transfer of ownership or held liable for recording errors.

						V	ehicle	Info	matio	on	din te	10				
Year	Make Model									Body T	уре					
20	22			Thomas					341TS					Bus		
Vehicle	Identifica	ation Num	ber (VIN)													
4	U	Ζ	Α	E	Х	G	4	3	N	С	Ν	F	3	2	5	9
	101	t. I	6	at the	Ce	ertifica	ation b	y Tra	nsferd	or/Sel	ler	181	1. 1.01	20	412	1.5
I (Sell and th	I (Seller) hereby certify that the odometer reading of this vehicle is: <u>569</u> . 0 (no tenths) miles and that to the best of my knowledge the stated mileage is (check one of the following): The Actual Mileage in Excess of Mechanical Limits (EL) Warning! Odometer Discrepancy Not the Actual Mileage (NM)															
Seller's	Name (p	rinted)						Bu	yer's Nan	ne (printe	:d)					
	ALE	BUQUI	ERQU	E FRE	EIGHT	LINEF	R	SA	ANTA	FE PU	BLIC	SCHC	OLS			
Address	1							Ad	dress							
		12	901 U	S HW	Y. 66			61	0 ALT	AVIS	TA					
City, St	ate, ZIP (	Code						Cit	y, State,	ZIP Code						
	ALBUQUERQUE, NM 87121					S	<b>NTA</b>	FE, N	M 875	05-414	19					
Transfe	Transferor's/Seller's Signature					Tra	ansferee/	Buyer's S	ignature	1						
	Ship ans						N	yc	he	uC_						
Date	Date 7-28-21 Date 7-28-21															

ALBUQUERQUE FREIGHTLINER (2001 1-41) WEST (2001 1-41) WEST (	r		Customer Invoice			
Clear Processor     ALBITOCERCUE SHA1123     MADUP       Substantial as 20 on , Aug 02, 2021     Substantial 300     Date     7/30/2021       Substantial as 20 on , Aug 02, 2021     Substantial 300     Date     7/30/2021       Address 4216 Balloon Park RD NE ABQ, NM, 87121     Expected Delivery Date     DAINNY TORRES       Invoice 9 CES PO # 2021-2736 Santa Fe Public Schools     Date     7/30/2021       Description     Description     Price       Year, Make, Model 2022 Thomas 31175     VIN 4UZAEXG43NCNF3259     Statistical Schools       Output:     Setting Price     S350.000.00       CES Procurcinent Fee 1.25%     (S4.320.09)     S       CES Procurcinent Fee 1.25%     (S4.320.09)     S       Trade In:     S     S       Substantian     S     S       Statistical School Scho		, A	LBUQUERQUE FREIGHTLINER	1	INNISTAN	
By satisfiend at 8.58 am, Aug 02, 2021     AlleRQUERQUESN3713       Status 1000     Status 1000       Customy Name:     Coperative Educational Services       Address: 4216 Balloon Park RD NE ABQ, NM, 87121     Expected Delivery Date:       Trade Date:     7/30/2021       Doerreption     Price       Yerr, Make, Model 2022 Thomas MITS     Decreption       Ver, Make, Model 2022 Thomas MITS     Decreption       Ver, Make, Model 2022 Thomas MITS     Status Fee       Trade Inc     S       Trade Inc     S <td>RECEIVED</td> <td>J</td> <td>12901 I-40 WEST</td> <td></td> <td>EREIGHTUN</td> <td><b>EB</b></td>	RECEIVED	J	12901 I-40 WEST		EREIGHTUN	<b>EB</b>
Sol 54/31/000       Clastione Name: Cooperative Educational Services       Address: 42/16 Balloon Park RD NER ABO, NM, 87121     Expected Delivery Date:     7/30/2021       Price:     Sales Rep:     DANNY TORRES       Description     Price     Price       Year, Make, Model 2021 Tomas 341 TS     Description     Price       Vert, Make, Model 2022 Tomas 341 TS     Sales Rep:     Sales Rep:       Observice     Sales     Sales       CESS POLYACIDSON TO THE Sales     FET     Sales Rep:       CESS Procurement Fee 1.25%     (S4, 20.99);     Sales       CESS Procurement Fee 1.25%     (S4, 20.99);     Sales       Trade In:     Sales     Sales       Repaired In:     Sales     Sales       Vertified In:     Sales     Sales       Trade In:     Sales     Sales		) am, Aug 02, 2021			A CONTRACT	
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he purchaser agrees that this order includes all the terms and conditions on both the face and reverse side hereof and that this order cancels and supercedes any prior agreement and as of the date hereof comprises to complete and exclusive statement of the terms of this agreement, relateing to the sub-inducer matters covered hereby, and that This ORDER SHALL NOT BECOME BINDING UNTL ACCEPTED BY THE DEALER RINCIPAL ON REPRESENTATIVE. Purchaser by histor execution of this order active date brows and conditions and has received a copy of the order. A accumentary fee is not a legal fee is not required by law, but may be charged to huyers for handling documents and performing services relating to the clasing of a sale, such as overnight charges etc. This notice is signared by law.  Purchaser Name:  By: By: By: By: By: By: By: By: By: B			-		[	
we complete and exclusive statement of the terms of this agreement, relateing to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER RINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read its terms and conditions and has received a copy of the order. A commenter for here is not a legal fee is not required by law, but may be charged to huyers for handling documents and performing services relating to the closing of a sule, such as overnight charges etc. This notice is sequred by law.   Purchaser Name: Date:   By:						
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## School Bus Replacement and Database Update Form

Please submit the following information to the School Transportation Bureau (STB) for every new school bus placed into service, for every school bus that is retired, moved to a spare, moved to an activity, or taken out of service for any reason.

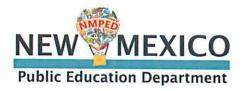
# Submit the license plate information for every new bus as soon as it is available. It is important that the STB's database contain only current information.

The	is requesting that the appropriate rental fee payment be approved for the new bus
purchased	by:
(School Di	strict)

## New Bus Vehicle Information

PED Control Number:
□ Bus Number: E1
□ Function (Please Check One): To & From ⊠ Activity □
District Owned: Keet-Contractor Owned:
Owner Code: <u>71</u>
Owner's Name: <u>Santa Fe Public Schools</u>
□ Model Year: <u>2022</u>
Year Chassis Manufactured: <u>2021</u>
Chassis Make: Thomas Body Make: Thomas
Gross Vehicle Weight Rating:
□ Seating Capacity: <u>77</u>
Bus Type (Please Check One): Small Type A Medium Type C Large Type C/D X
Current License Plate Number: <u>21T-297815</u>
□ VIN Number: <u>4UZAEXG43NCNF3259</u> (VIN 17 Digits Total) *Chassis Model Year is 10 <sup>th</sup> VIN
Digit (9=2009, A=2010, B=2011, C=2012)
Date Bus Placed Into Service: <u>7/28/2021</u>
First Full Month and Year of Operation: <u>SEPTEMBER 2021</u>
Special Equipment/Lift: NO

Important: Attach a Clear Copy of the Certificate of Vehicle Registration and Title



## **Retired Bus Vehicle Information**

Bus Number: 46		
Previous Function (Please Check One) To & From 🔳	Activity	Spare 🗌
New Function (Please Check One) Retired X	Activity	Spare 🗌
District Owned 🗌 Fleet Contractor-Owned		
Owners Name: Santa Fe Public Schools		
Model Year: 2010		
Make/Model: INT		
Current License Plate Number: G75680		
VIN Number: 4DRBUAANGAB141606		
Date Taken Out of Service: 11/18/2021		
Reason Bus was Retired from Fleet or was Taken Out of Service:	Age of bus authorized bus be put out of servic	

## Please Fax or Mail a Copy of This Form to the PED's School Transportation Bureau

300 Don Gaspar, Rm. G7 Santa Fe, NM 87501 Fax (505) 827-5802

## 22-8-27. Transportation equipment.

A. The department shall establish a systematic program for the purchase of necessary school bus transportation equipment.

B. In establishing a system for the replacement of school-district-owned buses, the department shall provide for the replacement of school buses on a twelve-year cycle. School districts requiring additional buses to accommodate growth in the school district or to meet other special needs may petition the department for additional buses. Under exceptional circumstances, school districts may also petition the department for permission to replace buses prior to the completion of a twelve-year cycle or to use buses in excess of twelve years contingent upon satisfactory annual safety inspections.

C. In establishing a system for the use of contractor-owned buses by school districts or state-chartered charter schools, the department shall establish a schedule for the payment of rental fees for the use of contractor-owned buses. The department shall establish procedures to ensure the systematic replacement of buses on a twelve-year replacement cycle. School districts requiring additional buses to accommodate growth in the school district or to meet other special needs may petition the department for additional buses. Under exceptional circumstances, school districts may also petition the department for permission to replace buses prior to the completion of a twelve-year cycle or to use buses in excess of twelve years contingent upon satisfactory annual safety inspections.

D. The school district shall file a lien on every contractor-owned school bus under the contract, which lien shall have priority second only to a lien securing a purchase-money obligation. The school district shall perfect its lien on each contractor-owned school bus by filing the lien with the motor vehicle division of the taxation and revenue department. The lien shall be recorded on the title of the school bus. A school bus contractor shall not refinance or use a school bus on which a school district has a lien as collateral for any other loan without prior written permission of the department. A school bus lien shall be collected and enforced as provided in Chapter 55, Article 9 NMSA 1978. The school district shall release its lien on a school bus:

(1) when the department authorizes a replacement of the school bus; or

(2) when the contractor has reimbursed the school district the amount calculated pursuant to Subsection E of this section if the school bus service contract is terminated or not renewed and the contractor owes the school district as provided in that subsection.

E. No school district shall pay rental fees for any one bus for a period in excess of five years. In the event a school bus service contract is terminated or not renewed by either party, the department shall calculate the remaining number of years that a bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The school district shall deduct an amount equal to that value from any remaining amount due on the contract, or if no balance remains on the contract, the contractor shall reimburse the school district an amount equal to the value calculated.

F. If the school district fails to take action to collect money owed to it when a school bus contract is terminated or not renewed, the department may deduct the amount from the school district's transportation distribution.

**History:** 1953 Comp., § 77-6-23, enacted by Laws 1967, ch. 16, § 77; 1988, ch. 64, § 32; 1993, ch. 226, § 24; 1995, ch. 208, § 2; 2006, ch. 94, § 18; 2009, ch. 92, § 1; 2015, ch. 46, § 1.

## ANNOTATIONS

**Cross references.** — For transfer of powers and duties of former state superintendent to secretary of public education, *see* 9-24-15 NMSA 1978.

**The 2015 amendment,** effective July 1, 2015, required school districts to file liens on every contractor-owned school bus that is under contract; in Subsection D, after "contract", deleted "on which the contractor owes money", and after "securing", deleted "the" and added "a".

**The 2009 amendment,** effective June 19, 2009, added Subsection D; in Subsection E, after "is terminated", added "or not renewed by either party"; and added Subsection F.

**Applicability.** — Laws 2009, ch. 92, § 3 provided that the provisions of Laws 2009, ch. 92, §§ 1 and 2 apply to contracts, including contract renewals, entered into on or after June 19, 2009.

**The 2006 amendment,** effective July 1, 2007, changed "state superintendent" to "department" in Subsections A through C; and added state-chartered charter school in Subsection C.

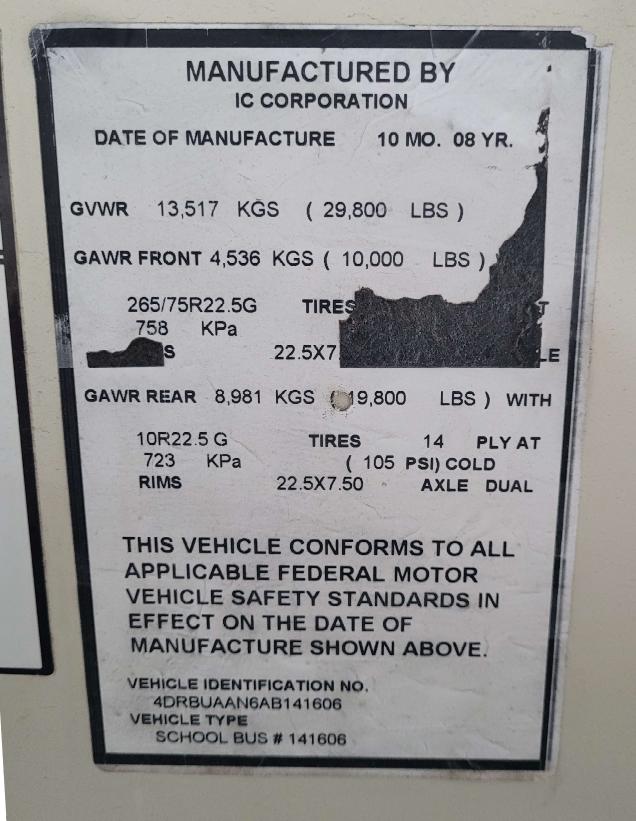
**The 1995 amendment,** effective July 1, 1995, deleted "Local school boards may, with the approval of the state transportation director and" from the beginning of the section, designated the existing provisions as Subsection A, inserted "shall" in Subsection A, deleted "from the annual budget allocation for school transportation within the school district" from the end of Subsection A, and added Subsections B and C.

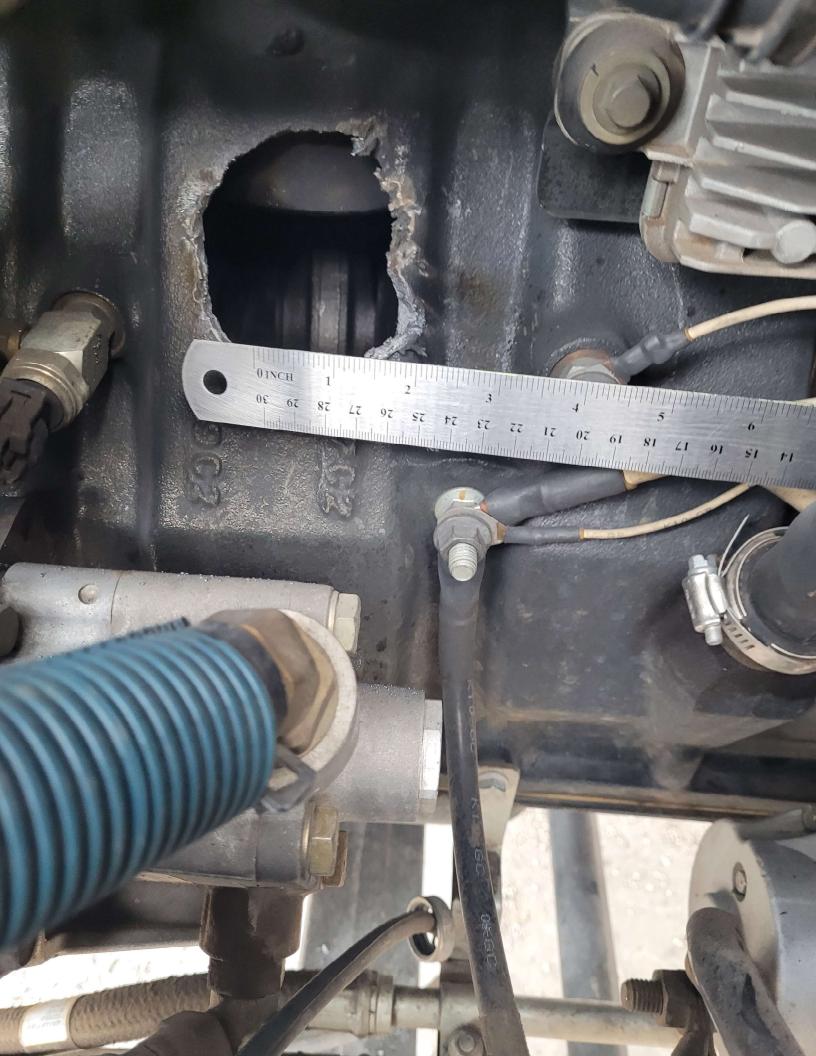
**The 1993 amendment,** effective July 1, 1993, rewrote the catchline, which formerly read "Transportation of students; additional budget allowance; purchase of equipment"; deleted former Subsections A and B, pertaining to authorization for an additional budget allowance for the cost of transporting students where special equipment is necessary or where special physical conditions exist; and deleted the subsection designation "C".

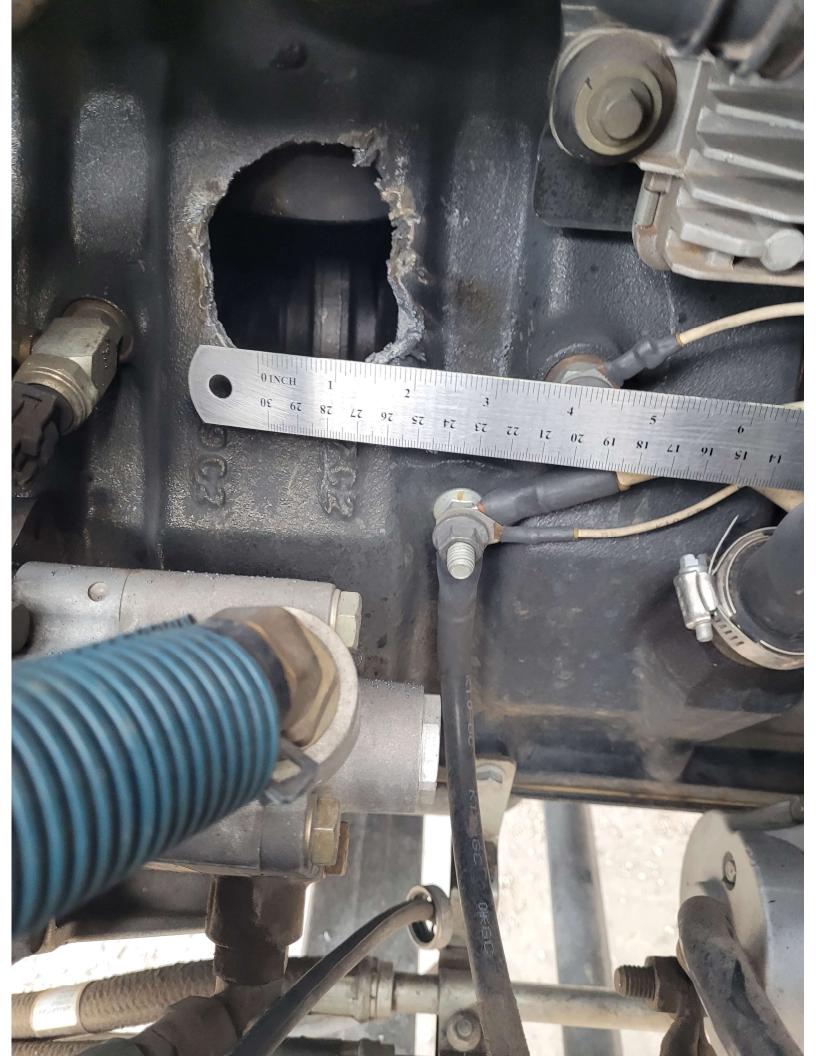
**The 1988 amendment,** effective May 18, 1988, substituted "state superintendent" for "chief" in Subsection C.

**Reimbursement of rental fees.** — A local school district is entitled to reimbursement from a school bus operator of unearned rental fees paid to the operator for bus purchases at the termination of the school bus service contract without distinction as to the reason for or the time of termination of the contract. *Gladden Motor Co., Inc. v. Eunice Sch. Bd.*, 2007-NMCA-118, 142 N.M. 483, 167 P.3d 931, cert. denied, 2007-NMCERT-009, 142 N.M. 715, 169 P.3d 408.

Santa Fe Public Schools Bus No. 46 VIN 4DRBUAAN6AB141606

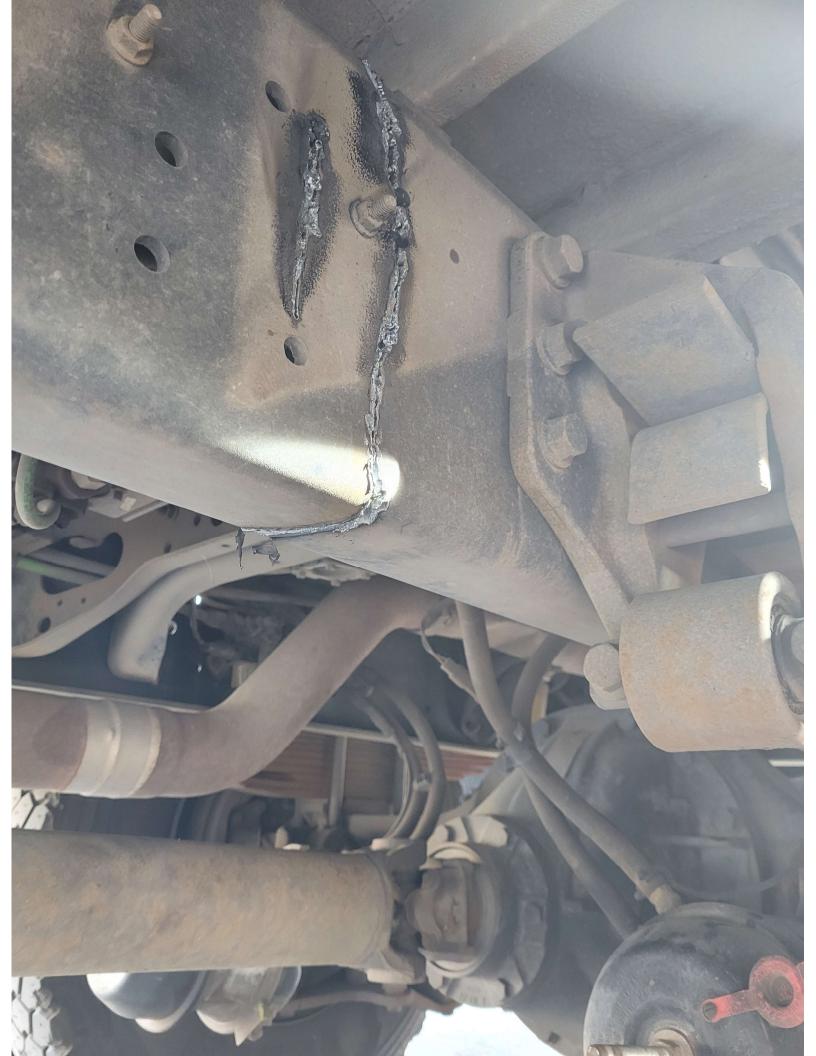


















VW Santa Fe Public Schools Bus No. E1 VIN 4UZAEXG43NCNF3259















