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#### APPENDIX D-4

#### Beneficiary Eligible Mitigation Action Certification



Goodwill Industries of New Mexico, Fleet Sustainability Initiative 2023

NMED SUB-GRANT: # NM-DERA-23-01

## 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)*

<b>Action Title:</b>	Goodwill Industries of New Mexico, Fleet Sustainability Initiative 2023
<b>Beneficiary's Project ID:</b>	NM-DEA-23-01
<b>Funding Request No.</b>	(sequential)034
<b>Request Type:</b> (Select one or more)	<input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Other (specify): Click or tap here to enter text.
<b>Payment to be made to:</b> (Select one or more)	<input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): Goodwill Industries of NM
<b>Funding Request &amp; Direction</b> (Attachment A)	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

### SUMMARY

<b>Eligible Mitigation Action</b> <input checked="" type="checkbox"/> Appendix D-2 item (specify): Eligible Mitigation Action 10. Diesel Emission Reduction Act (DERA) Option. (Class 8 Local Freight Truck)
<b>Action Type</b> <input checked="" type="checkbox"/> Item 10 – DERA Option (5.2.12) (specify and attach DERA Proposal)
<b>Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):</b> The Beneficiary Mitigation Plan's overarching goal is to protect New Mexico's environment and the health of her 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.
<b>Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):</b> This project consists of replacing two diesel-fueled semi-trucks, engine model years (MY) 2005 and 2011, with zero emission Freightliner eCascadia electric tractors. Emission benefits will be realized in the Albuquerque Metro Area in Bernalillo County, as well as in Sandoval, Tarrant and Valencia counties
<b>Estimate of Anticipated NO<sub>x</sub> Reductions (5.2.3):</b> The trucks in this project operate in the Albuquerque metro area, which includes: the City of Rio Rancho and the Town of Bernalillo (both in Sandoval County); and Los Lunas (Valencia County); as well as in Santa Fe (Santa Fe County) and Espanola (Rio Arriba / Santa Fe County). Valencia County (Los Lunas) is included in the 2018 National Priority Area List per the 2011 National Scale Air Toxics Assessment. The 2021 DERA State Grants Priority Counties List identifies Bernalillo County (Albuquerque) and Valencia County (Los Lunas) as Priority Diesel PM areas. It is estimated that 80% of the vehicles' time will be spent in the Albuquerque metro area; 10% of the time will be spent in Los Lunas; and 10% in Santa Fe and Espanola. Valencia, Bernalillo,

<p>Sandoval and Rio Arriba counties have ozone design values that are equal to or greater than 95% of the NAAQS. Total lifetime NO<sub>x</sub> reductions from the entire project are estimated to be 2.160 short tons</p>
<p><b>Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):</b></p> <p>The New Mexico Environment Department Administrative Services Division is the governmental entity responsible for reviewing and auditing expenditures of EMA funds to ensure compliance.</p>
<p><b>Describe how the Beneficiary will make documentation publicly available (5.2.7.2):</b></p> <p>The New Mexico Environment Department has created a public website, <a href="https://www.env.nm.gov/vw-settlement/">https://www.env.nm.gov/vw-settlement/</a> 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.</p>
<p><b>Describe any cost share requirement to be placed on each NO<sub>x</sub> source proposed to be mitigated (5.2.8):</b></p> <p>The total project cost was One Million, One Hundred Eighty-Six Thousand, Nine Hundred Thirty-Six dollars, and Twenty-Eight cents (\$1,186,936.28). Goodwill Industries of NM was awarded Five Hundred Eighteen Thousand, Five Hundred Seventeen dollars (\$518,517) of which they are eligible for Five Hundred Thirty-Four Thousand, One Hundred Twenty-One dollars and Thirty-Three cents (\$534,121.33) which is the maximum amount allowable (i.e. 45% <i>DERA Funding Limit</i> for zero-tailpipe emission power source). VW Trust funding will provide Two Hundred Seven Thousand, Four Hundred Six dollars and Eighty cents (\$207,406.80) (40% of Award). DERA Grant funding will provide Three Hundred Eleven Thousand, One Hundred Ten dollars, and Twenty cents (\$311,110.20) (60% of Award). The remaining Six Hundred Sixty-Eight Thousand, Four Hundred Nineteen dollars, and Twenty-Eight cents (\$668,419.28) constitutes Goodwill Industries' cost share. (Minimum Mandatory Cost-Share 55%).</p>
<p><b>Describe how the Beneficiary complied with Subparagraph 4.2.8, <i>Notice of Availability of Mitigation Action Funds</i>, regarding notice to U.S. Government Agencies (5.2.9):</b></p> <p>On February 27, 2018, NMED sent notice to the U.S. Department of the Interior (National Park Service, U.S. Fish &amp; Wildlife Service) and the U.S. Department of Agriculture (Forest Service), using the contact information provided in Subparagraph 4.2.8.</p>
<p><b>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):</b></p> <p>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.</p> <p>This project will provide significant environmental relief to the public and to sensitive populations. The total population contained within the affected counties is 1,089,790. People of color represent 69% of this population, well over half. Low-income households account for 22% of all households included in this area. These are particularly concentrated in Albuquerque where the vehicles would operate most of the time. Albuquerque is in the 95-100 percentile for air toxins, diesel particulates, ozone, and traffic proximity, making it an attractive target for projects that decrease air pollution. The project area includes and is surrounded by tribal areas and areas where individuals are particularly affected by asthma.</p>

## ATTACHMENTS

### (CHECK BOX IF ATTACHED)

- |                                     |              |  |
|-------------------------------------|--------------|--|
| <input checked="" type="checkbox"/> | Attachment A | Funding Request and Direction.   |
| <input checked="" type="checkbox"/> | Attachment B | Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4). |
| <input checked="" type="checkbox"/> | Attachment C | Detailed Plan for Reporting on Eligible Mitigation Action Implementation   |
| <input checked="" type="checkbox"/> | Attachment D | Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6).       |
| <input checked="" type="checkbox"/> | Attachment E | DERA Option (5.2.12). [Attach only if using DERA option.]  |
| <input type="checkbox"/>            | Attachment F | Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13).            |

## 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. All 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: 7/24/2024



Eric Peters  
Control Strategies Manager, Air Quality Bureau

New Mexico Environment Department

For

State of New Mexico



**ATTACHMENT B**  
**PROJECT MANAGEMENT PLAN**  
**PROJECT SCHEDULE AND MILESTONES**

<b>Milestone</b>	<b>Date</b>
Lead Agency Provides Notice of Availability of Mitigation Action Funds	7/15/2019
Pre-application meetings with applicants	NA
Project Sponsor Submits Proposal to Lead Agency	2/21/2023
Lead Agency Provides Written Approval of Project Sponsor's Proposal	4/10/2023
GRANT agreements signed.	6/9/23; 9/20/23
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	7/12/2019
Trustee Acknowledges Receipt of Project Certification and Funding Direction	Q2 2024
Trustee Allocates Share of State Funds for Approved Project	Q2 2024
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	Q2 2023
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Start	Q2 2023
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Complete	Q2 2024
Project Installations(s) – Start	Q2 2023
Project Installations(s) – Complete	Q2 2024
Project Sponsor provides detailed invoices for all claimed project costs, documentation for emission reduction estimates, required certification documents to Lead Agency to support direction to Trustee for Payment (Reimbursement, Direct-to-Vendor) or final accounting (Forward Funded Projects)	4/4/24
Lead Agency completes review and certifies payment direction to Trustee (Reimbursement)	Q2 2024
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded, Reimbursement)	Q2 2024
Lead Agency Reports Project Completion	Q2 2024

**PROJECT BUDGET**

<b>Period of Performance: 7.1.2020-6.30.2023</b>				
<b>Budget Category</b>	<b>Total Approved Budget</b>	<b>Share of Total Budget Funded by the Trust</b>	<b>Cost-Share (DERA)</b>	<b>Cost-Share (Goodwill Industries)</b>
1. Equipment Expenditure	\$1,186,936.28	\$207,406.80	\$311,110.20	\$668,419.28
2. Contractor Support	\$0	\$0	\$0	\$0
3. Subrecipient Support	\$0	\$0	\$0	\$0
4. Administrative <sup>1</sup>	\$0	\$0	\$0	\$0
<b>Project Totals</b>	<b>\$1,186,936.28</b>	<b>\$207,406.80</b>	<b>\$311,110.20</b>	<b>\$668,419.28</b>
<b>Percentage</b>	<b>100%</b>	<b>17%</b>	<b>26%</b>	<b>56%</b>

<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, [www.env.nm.gov/vw-settlement/](http://www.env.nm.gov/vw-settlement/). NMED will post documents and links as required under Paragraph 7 of Appendix D-3 Certification for Beneficiary Status form. 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. 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 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.

To: Neal Butt  
NMED - Air Quality Bureau  
8801 Horizon Blvd NE  
Albuquerque, NM 87113

From: Shauna Kastle  
Goodwill Industries of New Mexico  
skastle@goodwillnm.org

Date: May 6, 2024

Re: Goodwill Industries of New Mexico 2023 NMED DERA #NM-DEA-23-01 Proofs of Disposition & Purchase and Request for Reimbursement

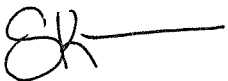
Dear Neal,

On September 20, 2023, Goodwill Industries of New Mexico (GINM) contracted with NMED to replace two (2) Diesel fueled semi-trucks, one with Model Year (MY) 2005 and one with MY 2011, with zero emission Freightliner electric tractors. We're submitting the following documents and photos for the referenced contract.

1. Proof of replacement includes:
  - a. Invoice and proof of payment to Wagner Equipment Co. for one EV charger, with installation
  - b. Invoices and proof of payments to Albuquerque Freightliner for 2 (2) Freightliner 2024 Model WP116 Vehicles
  - c. Profile and Front view photos of new units
2. Proof of dismantling the donor vehicles according to guidelines includes:
  - a. Photos of VIN tags and Engine Plates
  - b. Before photos of each vehicle, engine, and chassis
  - c. After photos of each vehicle, engine, and chassis
  - d. Dismantler & Grantee signed Scrappage Statements for each vehicle

Goodwill Industries of New Mexico respectfully requests reimbursement for the agreed contractual amount of \$518,517.00. This is the final reimbursement request under Contract #NM-DEA-23-01.

Thanks for your assistance,



**Shauna Kastle, CEO**

**Goodwill Industries of New Mexico**



Albuquerque	1030 18th Street NW
Bernalillo	Albuquerque, NM 87104
Clovis	
Espanola	505.881.6401
Farmington	
Gallup	505.884.3157 fax
Los Lunas	
Rio Rancho	goodwillnm.org
Roswell	
Santa Fe	





# INVOICE

Aurora, CO. 18000 Smith Rd., 80011  
303-739-3000 \* 877-654-1237

Albuquerque, NM. 700 Wagner Court SE,  
87105 \* 505-345-8411 \* 800-432-6612

www.wagnerequipment.com

Bloomfield, NM	Burlington, CO	Colo. Spgs., CO	Durango, CO	El Paso, TX	Grand Jct., CO	Hayden, CO	Hobbs, NM	Pueblo, CO	Windsor, CO	Yuma, CO
505-634-4500	719-346-7880	719-635-1669	970-259-2001	915-821-7651	970-242-2834	970-276-3781	575-393-2148	719-544-4433	970-278-1750	970-848-2911
800-468-5081	877-742-1332	877-654-1237	877-654-1237	800-345-7878	877-654-1237	877-654-1237	800-821-6082	877-654-1237	877-654-1237	877-654-1237

## SOLD TO:

GOODWILL IND OF NEW MEXICO  
5000 SAN MATEO NE  
ALBUQUERQUE NM 87109

## SHIP TO:

GOODWILL  
5000 SAN MATEO NE  
ALBUQUERQUE, NM 87109  
SHIPPED FROM: ALBUQUERQUE, NM  
230291 MS



INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV/RPT/LVL	SALESMAN	TERMS	PAGE
B5745101	01-31-24	37571	SIGNED CONTRACT	15	E NE	343	2	1
AGREEMENT #	SHIP DATE	MC	SHIP VIA	INV. SEQ. NO.				
B57451	01-26-24	10	WAGNER CC	989705				
MAKE	MODEL	SERIAL NUMBER	METER READING	MACH. ID NO.				
ZZ	EV CHARGER	T184-HU1-1623-	.00	E10521				
QUANTITY	DESCRIPTION							AMOUNT

CUSTOMER CONTACT: TOM DOWNEY 505-720-5031  
TAX EXEMPTION LICENSE 14030090900287

EQUIPMENT SALE  
MISCELLANEOUS MODEL EV CHARGER  
ELECTRIC POWER

1.0 ID NO: E10521 SERIAL NO: T184-HU1-1623-011 156510.14

FOB: ALBUQUERQUE, NM

.  
ONE (1) ABB LEVEL 3 TERRA 184 DC FAST CHARGER  
WITH THREE YEAR EXTENDED ON-SITE LABOR WARRANTY  
180 KW, 2X20 FT 200-AMP CABLE CONNECTORS  
IN DUAL OUTLET CONFIGURATION. CABLE MANAGEMENT  
FOR 2X20 FT CABLES. ANNUAL SERVICE (THREE YEARS  
INCLUDED)-CHARGER CONNECT INCLUDES GSM  
CONNECTIVITY, LIVE SOFTWARE UPDATES, AND 24/7  
MONITORING, EV GATEWAY CHARGING NETWORK ACCESS FOR  
FIVE YEARS.

UNIT PRICE.....\$156,510.14

.  
ONE (1) LABOR TO INSTALL & COMMISSION ABB CHARGER 13376.60  
UNIT PRICE.....\$13376.74

.  
CHANGE 1: MODIFY CURB TO PLACE CHARGER ON SAME 4620.00  
LEVEL AS TRUCK

UNIT PRICE.....\$4,620.00

.  
7.75% ABQ GRT TAX ON LABOR 1394.74  
UNIT PRICE.....\$1,394.74

If you're not completely satisfied please call 1-833-954-3116 or email us at [customerexperience@wagnerequipment.com](mailto:customerexperience@wagnerequipment.com)

**TERMS:** CASH CUSTOMER - PAYMENT DUE ON DATE OF INVOICE. PAYMENT IS DUE IN FULL UPON RECEIPT OF INVOICE. IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS AFTER THE DUE DATE, A FINANCE CHARGE OF 1.50% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) WILL BE CHARGED ON THE DELINQUENT AMOUNT FROM THE DUE DATE. WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE US EITHER TO USE INFORMATION FROM YOUR CHECK TO MAKE A ONE-TIME ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT OR TO PROCESS THE PAYMENT AS A CHECK TRANSACTION.

PLEASE PAY THIS AMOUNT

AMOUNT CREDITED

PLEASE REMIT TO

CUSTOMER ORIGINAL INVOICE

WAGNER EQUIPMENT CO.  
PO BOX 919000  
DENVER, CO 80291-9000



# INVOICE

Aurora, CO. 18000 Smith Rd., 80011  
303-739-3000 \* 877-654-1237

Albuquerque, NM. 700 Wagner Court SE,  
87105 \* 505-345-8411 \* 800-432-6612

www.wagnerequipment.com

Bloomfield, NM	Burlington, CO	Colo. Spgs., CO	Durango, CO	El Paso, TX	Grand Jct., CO	Hayden, CO	Hobbs, NM	Pueblo, CO	Windsor, CO	Yuma, CO
505-634-4500	719-346-7880	719-635-1669	970-259-2001	915-821-7651	970-242-2834	970-276-3781	575-393-2148	719-544-4433	970-278-1750	970-848-2911
800-468-5081	877-742-1332	877-654-1237	877-654-1237	800-345-7878	877-654-1237	877-654-1237	800-821-6082	877-654-1237	877-654-1237	877-654-1237

## SOLD TO:

GOODWILL IND OF NEW MEXICO  
5000 SAN MATEO NE  
ALBUQUERQUE NM 87109

## SHIP TO:

GOODWILL  
5000 SAN MATEO NE  
ALBUQUERQUE, NM 87109  
SHIPPED FROM: ALBUQUERQUE, NM  
230291 MS

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV/RPT/LVL	SALESMAN	TERMS	PAGE
B5745101	01-31-24	37571	SIGNED CONTRACT	15	E NE	343	2	2
AGREEMENT #	SHIP DATE	MC	SHIP VIA	INV. SEQ. NO.				
B57451	01-26-24	10	WAGNER CC	989705				
MAKE	MODEL	SERIAL NUMBER	METER READING	MACH. ID NO.				
ZZ	EV CHARGER	T184-HU1-1623-	.00	E10521				
QUANTITY	DESCRIPTION							AMOUNT

CHANGE 2: UPGRADE TWO CHARGER CABLES TO 300 AMP DUE TO FREIGHTLINER LOWER VOLTAGE  
UNIT PRICE.....\$2,240.00 2240.00

TERMS: NET PAYMENT ON RECEIPT OF INVOICE  
COMMISSIONED: 18 JANUARY 2024

\*\* INVOICE COPY \*\*

If you're not completely satisfied please call 1-833-954-3116 or email us at [customerexperience@wagnerequipment.com](mailto:customerexperience@wagnerequipment.com)

**TERMS:** CASH CUSTOMER - PAYMENT DUE ON DATE OF INVOICE. PAYMENT IS DUE IN FULL UPON RECEIPT OF INVOICE. IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS AFTER THE DUE DATE, A FINANCE CHARGE OF 1.50% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) WILL BE CHARGED ON THE DELINQUENT AMOUNT FROM THE DUE DATE. WHEN YOU PROVIDE A CHECK AS PAYMENT, YOU AUTHORIZE US EITHER TO USE INFORMATION FROM YOUR CHECK TO MAKE A ONE-TIME ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT OR TO PROCESS THE PAYMENT AS A CHECK TRANSACTION.

PLEASE PAY THIS AMOUNT

178141.48

AMOUNT CREDITED

PLEASE REMIT TO

WAGNER EQUIPMENT CO.  
PO BOX 919000  
DENVER, CO 80291-9000

CUSTOMER ORIGINAL INVOICE



Check No. 106596

Goodwill Industries of New Mexico

DATE	TYPE	INVOICE NUMBER	MEMO	INV AMT	DISCOUNT	AMT DUE	PAY AMT
02/23/24	Bill	B5745101		178,141.48	0.00	0.00	178,141.48
CHECK AMOUNT							178,141.48

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS DOCUMENT CONTAINS MULTIPLE FRAUD DETERENT SECURITY FEATURES - SEE REVERSE

Goodwill Industries of New Mexico  
1030 18th St. NW  
Albuquerque, New Mexico 87104  
5053312898

DATE: 02/29/24

106596

TO THE ORDER OF: Wagner Equipment Co.

AMOUNT

PAY: One Hundred Seventy Eight Thousand One Hundred Forty One Dollars AND 48/100 DOLLARS

\$ 178,141.48

MEMO:

Authorized Signature

106596

107002312

Goodwill Industries of New Mexico  
1030 18th St. NW  
Albuquerque, New Mexico 87104

DO NOT FORWARD  
RETURN SERVICE REQUESTED

000268



Wagner Equipment Co.  
18000 Smith Road  
Aurora, CO 80011



SEE REVERSE SIDE FOR  
OPENING INSTRUCTIONS

SEE REVERSE SIDE FOR  
OPENING INSTRUCTIONS

**ALBUQUERQUE FREIGHTLINER**

12901 US HWY. 66 W FRONTAGE RD

ALBUQUERQUE, NM 87121

(505)833-1000



Invoice

DE-38255

Date

01/18/2024

Purchase Order

**VEHICLE BILL OF SALE**

Salesperson: Paul Coverdale

**Bill To:** 316368  
GOODWILL INDUSTRIES OF NEW MEXICO  
5000 SAN MATEO BLVD  
ALBUQUERQUE NM 87109  
Phone:(505)249-9452

**Sold To:**  
GOODWILL INDUSTRIES OF NEW MEXICO  
5000 SAN MATEO BLVD  
ALBUQUERQUE NM 87109

<b>1FUBH4F74RPVM6830</b>	New - 2024 Freightliner EP116	\$434,810.00
F.E.T. (unit): \$52,025.82		
<b>Unit Total:</b>		<b>\$434,810.00</b>
<b>Total Sales Price</b>		<b>\$434,810.00</b>
<b>Net Sales Price</b>		<b>\$434,810.00</b>
<b>Total F.E.T.</b>	<b>\$52,025.82</b>	
<b>Total Tax, Title, License and Other</b>		<b>\$52,025.82</b>
<b>AMOUNT DUE</b>		<b>\$486,835.82</b>
<b>Cash / Down Payment</b>		<b>-\$49,000.00</b>
<b>Amount Financed/Cash Due</b>		<b>\$437,835.82</b>

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supersedes any prior agreement and as of the date 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 its terms and conditions 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 MILEAGE 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 RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OF ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

Purchase By **Shauna Kastle, President/CEO**

Name (Printed)

Signature

1/18/2024

Date

Authorized By

Name (Printed)

Signature

1/18/2024

Date

DE-38255

Page 1 of 2



#### 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.
3. 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 CONSEQUENTIAL 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 mediation 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: (i) ALL QUESTIONS RELATING TO THE BREACH OF ANY OBLIGATION, WARRANTY, 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 abide by all awards rendered in such arbitration proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by the Federal Arbitration Act. All awards may be filed with the Clerk of the District Court in **BERNALILLO COUNTY, NEW MEXICO**, as a basis for judgment and the issuance of execution for collection and, at the election of the party making such filing, with the clerk 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.

Purchaser Signature: 

Date: 1/18/2024



## ACKNOWLEDGEMENT AND ACCEPTANCE OF EQUIPMENT

Seller:

ALBUQUERQUE FREIGHTLINER  
12901 US HWY. 66 W FRONTAGE RD  
ALBUQUERQUE, NM 87121

Purchaser:

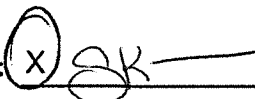
GOODWILL INDUSTRIES OF NEW MEXICO  
5000 SAN MATEO BLVD  
ALBUQUERQUE, NM 87109

Equipment Purchased:

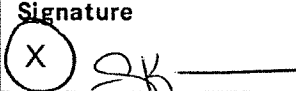
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vehicle Identification #</u>
2024	Freightliner	EP116	1FUBH4F74RPVM6830

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.

Signature of Purchaser:

(X) 

Date of Acceptance: 1/18/2024

<b>Warranty Start Form (WAR275)</b>		<b>Daimler Trucks North America LLC</b>			
<b>Single or Multiple Vehicle Registration for a Single Customer</b>					
<ul style="list-style-type: none"> <li>DTNA Dealers: Upload this completed and <u>signed</u> WAR275 form to DTNA in OWL; keep the signed form on file</li> <li>Body Builders and RV Dealers/Customers: Email this completed and signed WAR275 form to DTNA at: <a href="mailto:WarrantyDEP@Daimler.com">WarrantyDEP@Daimler.com</a>; keep the signed form on file</li> </ul>					
<b>Dealer</b>		<b>Dealer Name</b>		<b>Phone</b>	
		ALBUQUERQUE FREIGHTLINER		(505)833-1000	
<b>DTNA Dealer Code</b>		<b>Dealer Contact Name</b>		<b>Email</b>	
YKFD		Misty Brown		misty.brown@lonestartruckgroup.com	
<b>Vehicle</b>		<b>VIN (17 characters)</b>		<b>In-Service Date</b>	
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC <input type="checkbox"/>		1FUBH4F74RPYM6830			
				<input type="checkbox"/> MI <input type="checkbox"/> KM	
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC <input type="checkbox"/>				<input type="checkbox"/> MI <input type="checkbox"/> KM	
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC <input type="checkbox"/>				<input type="checkbox"/> MI <input type="checkbox"/> KM	
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC <input type="checkbox"/>				<input type="checkbox"/> MI <input type="checkbox"/> KM	
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC <input type="checkbox"/>				<input type="checkbox"/> MI <input type="checkbox"/> KM	
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC <input type="checkbox"/>				<input type="checkbox"/> MI <input type="checkbox"/> KM	
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC <input type="checkbox"/>				<input type="checkbox"/> MI <input type="checkbox"/> KM	
FTL <input type="checkbox"/> STL <input type="checkbox"/> WST <input type="checkbox"/> TBB <input type="checkbox"/> FCCC <input type="checkbox"/>				<input type="checkbox"/> MI <input type="checkbox"/> KM	
<b>Customer</b>		<b>Name</b>		<b>Phone</b>	
		GOODWILL INDUSTRIES OF NEW MEXICO		(505)249-9452	
<b>Authorized Representative Name</b>		X Shauna Kastle, President/CEO			
<b>Email</b>		X skastle@goodwillnm.org			
<b>Address</b>		5000 SAN MATEO BLVD			
<b>City</b>		<b>State/Province</b>		<b>Country</b>	
ALBUQUERQUE		NM		USA	
				<b>Zip</b>	
				87109	
The above vehicle(s) will be used for the following vocation / applications only (choose only one):					
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Airport  <input type="checkbox"/> Airport/Transit Shuttle  <input type="checkbox"/> Armored Car Service  <input type="checkbox"/> Charter/Shuttle/Transit  <input type="checkbox"/> Church/Prison/Activity  <input type="checkbox"/> Construction  <input type="checkbox"/> Farm </div> <div style="width: 33%;"> <input type="checkbox"/> Fire Service  <input type="checkbox"/> Heavy Haul Service  <input type="checkbox"/> Inter-city Bus/Coach  <input type="checkbox"/> Intra City Bus Service  <input type="checkbox"/> Line Haul/Long Haul  <input type="checkbox"/> Logging Service  <input type="checkbox"/> Mining </div> <div style="width: 33%;"> <input type="checkbox"/> Mobile Lab Service  <input type="checkbox"/> Oil Field  <input type="checkbox"/> Para-transit Van Service  <input type="checkbox"/> Pickup and Delivery/Short Haul  <input type="checkbox"/> Recreation (specify one below)  <div style="display: flex;"> <input type="checkbox"/> Business <input type="checkbox"/> Personal </div> <input type="checkbox"/> Refuse </div> <div style="width: 33%;"> <input type="checkbox"/> Rescue and Emergency  <input type="checkbox"/> Road/Rail Service  <input type="checkbox"/> School Bus Service  <input type="checkbox"/> Shuttle Bus  <input type="checkbox"/> Tour/Bus Coach - City  <input type="checkbox"/> Tour Bus/Coach - Cross Country  <input type="checkbox"/> Utility/Repair Maintenance  <input type="checkbox"/> Wrecking Service </div> </div>					
<b>Customer Certification:</b> By signing below, I certify that the above vehicle(s) will be used only for the above selected vocation/application. I understand that all notices regarding the above vehicle(s), including warranty, recall, and field service campaign information, will be mailed to the above customer name and address. I acknowledge that I have received the applicable Owner's Warranty Information book, and I accept the terms and conditions set forth therein, including the Limited Warranty Disclaimer and Limitation of Liability. I certify that I have received the applicable Maintenance Manual(s), Operator's Manual(s) and Driver's Manual(s) for the above vehicle(s), or, in the case of vehicles manufactured by Thomas Built Bus, I have received the website address where these documents may be obtained. I have reviewed the Telematics Data Terms of Use in the Driver's Manual and hereby agree to those Terms of Use. If applicable, I have been instructed on correct fifth wheel operation. I acknowledge that the Federal Safety Standards and Emission stickers have been affixed to the driver's side doorframe of the above vehicle(s). I acknowledge that I have been offered Extended Coverage warranty options (if applicable).					
<b>REQUIRED Information From Customer or Authorized Customer Representative</b>					
<b>Signature</b>				<b>Date</b>	
				1/18/2024	



**Thank you for purchasing a new truck from Lonestar Truck Group and Tag Truck Center!**  
**For driver training specific to your vin number please scan the QR code below or**  
**download the SmartSource or StarSource app on your mobile device.**

*QR Driver Training Decal Located In The Truck*



**SCAN ME**  
FOR DRIVER TRAINING

**888-600-1365**

PLEASE DO NOT ATTEMPT TO SCAN OR  
USE MOBILE DEVICE WHILE OPERATING VEHICLE.



**SmartSource QR Card**

**For the following truck models:**  
**M2+, 108SD+, 114SD+ and all CA116**  
**and CA126 models.**

**StarSource QR Card**

**For the following truck models:**  
**47X, 49X and 57X**



DTNA Virtual Technician  
DTNA VT Visibility Package  
Service Contract Period (Years)

1 2 3 4 5

LICENSOR: Dulmler Trucks North America LLC ("DTNA")  
4747 N. Channel Ave.  
Portland, OR. 97217

DTNA VIRTUAL TECHNICIAN  
SUBSCRIPTION AGREEMENT

(Purchase)

FLEET NAME \_\_\_\_\_

VEHICLE SN # \_\_\_\_\_

SUBSCRIBER:

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Location: \_\_\_\_\_

Customer Type: \_\_\_\_\_

**SUBSCRIPTION:** DTNA grants Subscriber a limited right to access DTNA's fleet telematics web application and related software as detailed in the attached and incorporated Terms of Use during the Term and at the Location(s) set forth above exclusively for DTNA's current service offerings and as provided in the Terms of Use. All rights not expressly granted to Subscriber are reserved to DTNA.

**SERVICES:** DTNA will provide remote diagnostic assistance through our Customer Support Center upon receipt of fault code data. Virtual Technician Visibility Package Subscribers will be provided with activation, 24/7 access to DTNA Ground Traffic Control™ (Fleet Management Web Application), email & phone support, software upgrades, and all associated wireless data charges (collectively the "Services"), provided Subscriber is not in breach of any obligation under this Agreement.

**TERM:** This Agreement shall remain for two (2) years under the base Virtual Technician product offering (optional 3-5 years available). The Visibility Package will have a range of one (1) to five (5) years based on the Subscriber's length of Service Contract selected. Subscription service will remain activate for the given period unless a cancellation notice is received by DTNA at least 30 days before the anniversary date of the Agreement or upon ownership change of vehicle. The Terms of Use may be subject to modification on 30 days notice by DTNA. DTNA may terminate at any time with 90 days notice.

**QUOTATION:** Virtual Technician Visibility Package is available through SpecPro, including air time charges (Subscription Fee) with one to five years of service.

**FEES:** All fees and charges (including the Subscription Fee) are subject to change on the annual anniversary date of this Agreement upon at least thirty (30) days written notice. All fees and charges are "net" and are not subject to set off or reduction. The initial Subscription Fee is due upon execution of this Agreement and all other fees and charges are due as provided in the original vehicle sales order. Thereafter, renewal of the Subscription Fee for the Visibility Package shall be due and payable in advance of the anniversary date of this Agreement.

**REMEDIES:** Breach by DTNA. Subscriber agrees that its sole remedy as a subscriber upon any interruption of service is the repair and replacement of defective Hardware within the first year of service, free of charge by DTNA. DTNA shall not be liable to Subscriber or any third party for any general, special, punitive, incidental, indirect or consequential damages, or any lost profits or business, arising out of this Agreement, the failure of any Services, or the use by Subscriber of the Services or any data generated.

Breach by Subscriber. If Subscriber fails to make any payment due or otherwise violates any term or condition of this Agreement, Subscriber may be declared in default upon notice and failure to cure for 15 days. Upon declaration of default, all amounts due under this Agreement during the entire term hereof shall become immediately due and payable including, without limitation, the cost to repair or replace damaged equipment, interest and costs and expenses of collection. DTNA shall also have the right to terminate this Agreement and recover any other remedy permitted by law.

Subscriber shall defend, indemnify and hold DTNA harmless from and against any claim, cause of action, demand, cost, expense (including attorneys' fees), loss, suit, proceeding, damage and liability of any kind arising out of or relating to Subscriber's use or inability to use the System or unauthorized use of the System, including, without limitation, any by the owner of the premises and/or property on which the System is installed; any by the owner, operator, or insurer of any vehicle or equipment for which the System is used; and any by any person claiming injuries arising from the use of any vehicle or equipment for which the System is used.

**INTELLECTUAL PROPERTY:** Subscriber acknowledges and agrees that Subscriber's rights with respect to Hardware, are limited to the right to use the same with the System as provided in the Subscriber Materials. The hardware and software contain trade secrets, know how and other intellectual property belonging or licensed to DTNA. Under no circumstances shall Subscriber sell or transfer any purchased Hardware, reconstruct or repair such Hardware, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other intellectual property embodied therein.

**LIMITED WARRANTY:** DTNA warrants that the Hardware provided under this Agreement is free from material defects in workmanship for a period of one year for hardware purchased by Subscriber. THIS LIMITED WARRANTY IS MADE TO SUBSCRIBER ONLY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. DTNA EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WHICH MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

**DISCLAIMER:** Subscriber is solely responsible for controlling access to the System, reviewing inspection reports, and taking appropriate action with respect to vehicles for which inspection reports have been submitted using the System. Subscriber acknowledges, understands and agrees that data specific to Subscriber will be maintained on servers and may be subject to judicial process. Supplier waives all proprietary or privacy claims against such data or the maintenance thereof by DTNA.

**ENTIRE AGREEMENT:** This Agreement (including Terms of Use,) constitutes the entire agreement between DTNA and Subscriber with respect to the subject matter hereof, and supersedes all previous written agreements between DTNA and Subscriber with respect to such subject matter.

**ASSIGNMENT:** Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party.

**GOVERNING LAW:** The parties agree that this Agreement shall be interpreted under the laws of the State of Oregon, and that jurisdiction and venue shall be only in Multnomah County, Oregon.

READ AND AGREE

Subscriber: \_\_\_\_\_

Print Name: Shauna Kastle, President/CEO Date: \_\_\_\_\_



# DAIMLER COLLISION MITIGATION SYSTEM VEHICLE SAFETY OPTIONS

Stock#	VIN	Year	Make	Model
RPVM6830	1FUBH4F74RPVM6830	2024	Freightliner	EP116

Name: \_\_\_\_\_  
Company: GOODWILL INDUSTRIES OF NEW MEXICO  
Address: 5000 SAN MATEO BLVD  
City State Zip: ALBUQUERQUE, NM 87109

I, (please print full name) X Shauna Kastle, on behalf of ("Company") (if applicable) GOODWILL INDUSTRIES OF NEW MEXICO understand that Collision Mitigation Systems, and other safety enhancement devices maybe available on new trucks for an additional cost. The available safety options available may vary by vehicle make and model.

I also understand that the purchase of the Daimler Collision Mitigation System is not required.

**I understand and acknowledge: (Check One) ( X )**

☐ The vehicle being purchased from dealer inventory is not equipped with the Collision Mitigation System.

☐ The vehicle being special ordered will be custom built without the Collision Mitigation System.

☒ The vehicle being purchased will include the Collision Mitigation System.

**Customer Acknowledgment**

Company: GOODWILL INDUSTRIES OF NEW MEXICO

X Shauna Kastle, President/CEO

Print Name  
X X SK  
Signature

X \_\_\_\_\_

Title  
X 1/18/2024  
Date

**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.

Vehicle Information																
Year 2024	Make Freightliner				Model EP116				Body Type Tractor							
Vehicle Identification Number (VIN)																
1	F	U	B	H	4	F	7	4	R	P	V	M	6	8	3	0
Certification by Transferor/Seller																
I (Seller) hereby certify that the odometer reading of this vehicle is: <u>10</u> (no tenths) miles and that to the best of my knowledge the stated mileage is (check one of the following):																
<input type="checkbox"/> The Actual Mileage (AM) <input type="checkbox"/> Mileage in Excess of Mechanical Limits (EL) <input type="checkbox"/> <b>Warning!</b> Odometer Discrepancy Not the Actual Mileage (NM)																
Seller's Name (printed) ALBUQUERQUE FREIGHTLINER								Buyer's Name (printed) GOODWILL INDUSTRIES OF NEW MEXICO								
Address 12901 US HWY. 66 W FRONTAGE RD								Address 5000 SAN MATEO BLVD								
City, State, ZIP Code ALBUQUERQUE, NM 87121								City, State, ZIP Code ALBUQUERQUE, NM 87109								
Transferor's/Seller's Signature								Transferee/Buyer's Signature 								
Date 1/18/2024								Date 1/18/2024								

**ALBUQUERQUE FREIGHTLINER**

12901 US HWY. 66 W FRONTAGE RD

ALBUQUERQUE, NM 87121

(505)833-1000



Invoice

DE-38255-1

Date

01/18/2024

Purchase Order

Salesperson: Paul Coverdale

**VEHICLE BILL OF SALE**

Bill To: 316368  
GOODWILL INDUSTRIES OF NEW MEXICO  
5000 SAN MATEO BLVD  
ALBUQUERQUE NM 87109  
Phone:(505)249-9452

Sold To:  
GOODWILL INDUSTRIES OF NEW MEXICO  
5000 SAN MATEO BLVD  
ALBUQUERQUE NM 87109

1FUBH4F76RPVM6831	New - 2024 Freightliner EP116	\$434,810.00
F.E.T. (unit): \$52,025.82		
Unit Total:		\$434,810.00
Total Sales Price		\$434,810.00
Net Sales Price		\$434,810.00
Total F.E.T.	\$52,025.82	
Total Tax, Title, License and Other		\$52,025.82
AMOUNT DUE		\$486,835.82
Cash / Down Payment		-\$49,000.00
Amount Financed/Cash Due		\$437,835.82

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supersedes any prior agreement and as of the date 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 its terms and conditions 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 MILEAGE 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 RELEASES 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 **Shauna Kastle, President/CEO**

Name (Printed)

Signature

1/18/2024

Date

Authorized By

Name (Printed)

Signature

1/18/2024

Date

DE-38255-1

Page 1 of 2

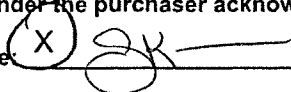


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3. Purchaser agrees to deliver to Dealer satisfactory evidence of good title to any Trade In(s) to at the time of delivery of the Trade In(s) to Dealer, Purchaser warrants that Purchaser of the sole owner of the Trade In(s) and that the Trade In(s) 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 or 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 CONSEQUENTIAL 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 mediation and arbitration of the American Arbitration Association. This submission and agreement to mediate 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, WARRANTY, 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 abide 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 BERNALILLO COUNTY, NEW MEXICO, as a basis for judgment and the issuance of execution for collection and, at the election of the party making such filing, with the clerk 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.

Purchaser Signature



Date: 1/18/2024



## ACKNOWLEDGEMENT AND ACCEPTANCE OF EQUIPMENT

Seller:

ALBUQUERQUE FREIGHTLINER  
12901 US HWY. 66 W FRONTAGE RD  
ALBUQUERQUE, NM 87121

Purchaser:

GOODWILL INDUSTRIES OF NEW MEXICO  
5000 SAN MATEO BLVD  
ALBUQUERQUE, NM 87109

Equipment Purchased:

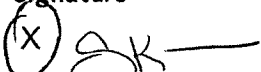
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vehicle Identification #</u>
2024	Freightliner	EP116	1FUBH4F76RPVM6831

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.

Signature of Purchaser:

X OK

Date of Acceptance: 1/18/2024

<b>Warranty Start Form (WAR275)</b>			<b>Daimler Trucks North America LLC</b>																																		
<b>Single or Multiple Vehicle Registration for a Single Customer</b>																																					
<ul style="list-style-type: none"> <li><i>DTNA Dealers:</i> Upload this completed and <b>signed</b> WAR275 form to DTNA in OWL; keep the signed form on file</li> <li><i>Body Builders and RV Dealers/Customers:</i> Email this completed and signed WAR275 form to DTNA at: <a href="mailto:WarrantyDEP@Daimler.com">WarrantyDEP@Daimler.com</a>; keep the signed form on file</li> </ul>																																					
<b>Dealer</b>		Dealer Name	<b>ALBUQUERQUE FREIGHTLINER</b>		Phone																																
					<b>(505)833-1000</b>																																
DTNA Dealer Code	<b>YKFD</b>	Dealer Contact Name	<b>Misty Brown</b>		Email																																
					<b>misty.brown@lonestartruckgroup.com</b>																																
<b>Vehicle</b>		<b>VIN (17 characters)</b>		<b>In-Service Date</b>	<b>Distance at In-Service</b>																																
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					<input type="checkbox"/> KM																																
<b>Customer</b>		Name	<b>GOODWILL INDUSTRIES OF NEW MEXICO</b>		Phone																																
					<b>(505)249-9452</b>																																
Authorized Representative Name		<b>X</b>																																			
Email	<b>X</b>																																				
Address	<b>5000 SAN MATEO BLVD</b>																																				
City	<b>ALBUQUERQUE</b>	State/Province	<b>NM</b>	Country	<b>USA</b>																																
				Zip	<b>87109</b>																																
The above vehicle(s) will be used for the following vocation / applications only (choose only one): <table style="width:100%; border: none;"> <tr> <td><input type="checkbox"/> Airport</td> <td><input type="checkbox"/> Fire Service</td> <td><input type="checkbox"/> Mobile Lab Service</td> <td><input type="checkbox"/> Rescue and Emergency</td> </tr> <tr> <td><input type="checkbox"/> Airport/Transit Shuttle</td> <td><input type="checkbox"/> Heavy Haul Service</td> <td><input type="checkbox"/> Oil Field</td> <td><input type="checkbox"/> Road/Rail Service</td> </tr> <tr> <td><input type="checkbox"/> Armored Car Service</td> <td><input type="checkbox"/> Inter-city Bus/Coach</td> <td><input type="checkbox"/> Para-transit Van Service</td> <td><input type="checkbox"/> School Bus Service</td> </tr> <tr> <td><input type="checkbox"/> Charter/Shuttle/Transit</td> <td><input type="checkbox"/> Intra City Bus Service</td> <td><input type="checkbox"/> Pickup and Delivery/Short Haul</td> <td><input type="checkbox"/> Shuttle Bus</td> </tr> <tr> <td><input type="checkbox"/> Church/Prison/Activity</td> <td><input type="checkbox"/> Line Haul/Long Haul</td> <td><input type="checkbox"/> Recreation (specify one below)</td> <td><input type="checkbox"/> Tour/Bus Coach - City</td> </tr> <tr> <td><input type="checkbox"/> Construction</td> <td><input type="checkbox"/> Logging Service</td> <td><input type="checkbox"/> Business <input type="checkbox"/> Personal</td> <td><input type="checkbox"/> Tour Bus/Coach - Cross Country</td> </tr> <tr> <td><input type="checkbox"/> Farm</td> <td><input type="checkbox"/> Mining</td> <td><input type="checkbox"/> Refuse</td> <td><input type="checkbox"/> Utility/Repair Maintenance</td> </tr> <tr> <td></td> <td></td> <td></td> <td><input type="checkbox"/> Wrecking Service</td> </tr> </table>						<input type="checkbox"/> Airport	<input type="checkbox"/> Fire Service	<input type="checkbox"/> Mobile Lab Service	<input type="checkbox"/> Rescue and Emergency	<input type="checkbox"/> Airport/Transit Shuttle	<input type="checkbox"/> Heavy Haul Service	<input type="checkbox"/> Oil Field	<input type="checkbox"/> Road/Rail Service	<input type="checkbox"/> Armored Car Service	<input type="checkbox"/> Inter-city Bus/Coach	<input type="checkbox"/> Para-transit Van Service	<input type="checkbox"/> School Bus Service	<input type="checkbox"/> Charter/Shuttle/Transit	<input type="checkbox"/> Intra City Bus Service	<input type="checkbox"/> Pickup and Delivery/Short Haul	<input type="checkbox"/> Shuttle Bus	<input type="checkbox"/> Church/Prison/Activity	<input type="checkbox"/> Line Haul/Long Haul	<input type="checkbox"/> Recreation (specify one below)	<input type="checkbox"/> Tour/Bus Coach - City	<input type="checkbox"/> Construction	<input type="checkbox"/> Logging Service	<input type="checkbox"/> Business <input type="checkbox"/> Personal	<input type="checkbox"/> Tour Bus/Coach - Cross Country	<input type="checkbox"/> Farm	<input type="checkbox"/> Mining	<input type="checkbox"/> Refuse	<input type="checkbox"/> Utility/Repair Maintenance				<input type="checkbox"/> Wrecking Service
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<input type="checkbox"/> Farm	<input type="checkbox"/> Mining	<input type="checkbox"/> Refuse	<input type="checkbox"/> Utility/Repair Maintenance																																		
			<input type="checkbox"/> Wrecking Service																																		
<b>Customer Certification:</b> By signing below, I certify that the above vehicle(s) will be used only for the above selected vocation/application. I understand that all notices regarding the above vehicle(s), including warranty, recall, and field service campaign information, will be mailed to the above customer name and address. I acknowledge that I have received the applicable Owner's Warranty Information book, and I accept the terms and conditions set forth therein, including the Limited Warranty Disclaimer and Limitation of Liability. I certify that I have received the applicable Maintenance Manual(s), Operator's Manual(s) and Driver's Manual(s) for the above vehicle(s), or, in the case of vehicles manufactured by Thomas Built Bus, I have received the website address where these documents may be obtained. I have reviewed the Telematics Data Terms of Use in the Driver's Manual and hereby agree to those Terms of Use. If applicable, I have been instructed on correct fifth wheel operation. I acknowledge that the Federal Safety Standards and Emission stickers have been affixed to the driver's side doorframe of the above vehicle(s). I acknowledge that I have been offered Extended Coverage warranty options (if applicable).																																					
<b>REQUIRED Information From Customer or Authorized Customer Representative</b>																																					
Signature				Date																																	
				1/18/2024																																	



**Thank you for purchasing a new truck from Lonestar Truck Group and Tag Truck Center!**  
**For driver training specific to your vin number please scan the QR code below or**  
**download the SmartSource or StarSource app on your mobile device.**

**QR Driver Training Decal Located In The Truck**



**SCAN ME**  
FOR DRIVER TRAINING

**888-600-1365**

PLEASE DO NOT ATTEMPT TO SCAN OR  
USE MOBILE DEVICE WHILE OPERATING VEHICLE.

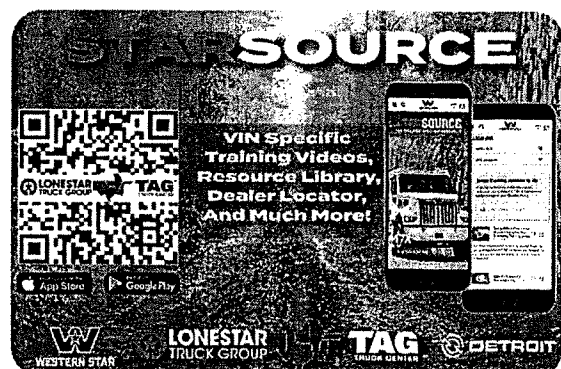


**SmartSource QR Card**

**For the following truck models:**  
**M2+, 108SD+, 114SD+ and all CA116**  
**and CA126 models.**

**StarSource QR Card**

**For the following truck models:**  
**47X, 49X and 57X**



DTNA Virtual Technician  
DTNA VT Visibility Package  
Service Contract Period (Years)

1 2 3 4 5

DTNA VIRTUAL TECHNICIAN  
SUBSCRIPTION AGREEMENT  
(Purchase)

FLEET NAME \_\_\_\_\_

VEHICLE SN # \_\_\_\_\_

LICENSOR: Daimler Trucks North America LLC ("DTNA")  
4747 N. Channel Ave.  
Portland, OR. 97217

SUBSCRIBER:

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Location: \_\_\_\_\_

Customer Type: \_\_\_\_\_

**SUBSCRIPTION:** DTNA grants Subscriber a limited right to access DTNA's fleet telematics web application and related software as detailed in the attached and incorporated Terms of Use during the Term and at the Location(s) set forth above exclusively for DTNA's current service offerings and as provided in the Terms of Use. All rights not expressly granted to Subscriber are reserved to DTNA.

**SERVICES:** DTNA will provide remote diagnostic assistance through our Customer Support Center upon receipt of fault code data. Virtual Technician Visibility Package Subscribers will be provided with activation, 24/7 access to DTNA Ground Traffic Control™ (Fleet Management Web Application), email & phone support, software upgrades, and all associated wireless data charges (collectively the "Services"), provided Subscriber is not in breach of any obligation under this Agreement.

**TERM:** This Agreement shall remain for two (2) years under the base Virtual Technician product offering (optional 3-5 years available). The Visibility Package will have a range of one (1) to five (5) years based on the Subscriber's length of Service Contract selected. Subscription service will remain activate for the given period unless a cancellation notice is received by DTNA at least 30 days before the anniversary date of the Agreement or upon ownership change of vehicle. The Terms of Use may be subject to modification on 30 days notice by DTNA. DTNA may terminate at any time with 90 days notice.

**QUOTATION:** Virtual Technician Visibility Package is available through SpecPro, including air time charges (Subscription Fee) with one to five years of service.

**FEES:** All fees and charges (including the Subscription Fee) are subject to change on the annual anniversary date of this Agreement upon at least thirty (30) days written notice. All fees and charges are "net" and are not subject to set off or reduction. The initial Subscription Fee is due upon execution of this Agreement and all other fees and charges are due as provided in the original vehicle sales order. Thereafter, renewal of the Subscription Fee for the Visibility Package shall be due and payable in advance of the anniversary date of this Agreement.

**REMEDIES:** Breach by DTNA. Subscriber agrees that its sole remedy as a subscriber upon any interruption of service is the repair and replacement of defective Hardware within the first year of service, free of charge by DTNA. DTNA shall not be liable to Subscriber or any third party for any general, special, punitive, incidental, indirect or consequential damages, or any lost profits or business, arising out of this Agreement, the failure of any Services, or the use by Subscriber of the Services or any data generated.

Breach by Subscriber. If Subscriber fails to make any payment due or otherwise violates any term or condition of this Agreement, Subscriber may be declared in default upon notice and failure to cure for 15 days. Upon declaration of default, all amounts due under this Agreement during the entire term hereof shall become immediately due and payable including, without limitation, the cost to repair or replace damaged equipment, interest and costs and expenses of collection. DTNA shall also have the right to terminate this Agreement and recover any other remedy permitted by law.

Subscriber shall defend, indemnify and hold DTNA harmless from and against any claim, cause of action, demand, cost, expense (including attorneys' fees), loss, suit, proceeding, damage and liability of any kind arising out of or relating to Subscriber's use or inability to use the System or unauthorized use of the System, including, without limitation, any by the owner of the premises and/or property on which the System is installed; any by the owner, operator, or insurer of any vehicle or equipment for which the System is used; and any by any person claiming injuries arising from the use of any vehicle or equipment for which the System is used.

**INTELLECTUAL PROPERTY:** Subscriber acknowledges and agrees that Subscriber's rights with respect to Hardware, are limited to the right to use the same with the System as provided in the Subscriber Materials. The hardware and software contain trade secrets, know how and other intellectual property belonging or licensed to DTNA. Under no circumstances shall Subscriber sell or transfer any purchased Hardware, reconstruct or repair such Hardware, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other intellectual property embodied therein.

**LIMITED WARRANTY:** DTNA warrants that the Hardware provided under this Agreement is free from material defects in workmanship for a period of one year for hardware purchased by Subscriber. THIS LIMITED WARRANTY IS MADE TO SUBSCRIBER ONLY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. DTNA EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WHICH MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

**DISCLAIMER:** Subscriber is solely responsible for controlling access to the System, reviewing inspection reports, and taking appropriate action with respect to vehicles for which inspection reports have been submitted using the System. Subscriber acknowledges, understands and agrees that data specific to Subscriber will be maintained on servers and may be subject to judicial process. Supplier waives all proprietary or privacy claims against such data or the maintenance thereof by DTNA.

**ENTIRE AGREEMENT:** This Agreement (including Terms of Use,) constitutes the entire agreement between DTNA and Subscriber with respect to the subject matter hereof, and supersedes all previous written agreements between DTNA and Subscriber with respect to such subject matter.

**ASSIGNMENT:** Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party.

**GOVERNING LAW:** The parties agree that this Agreement shall be interpreted under the laws of the State of Oregon, and that jurisdiction and venue shall be only in Multnomah County, Oregon.

READ AND AGREED

Subscriber: \_\_\_\_\_

Print Name: Shauna Kastle, President/CEO Date: \_\_\_\_\_



# DAIMLER COLLISION MITIGATION SYSTEM VEHICLE SAFETY OPTIONS

Stock#	VIN	Year	Make	Model
RPVM6831	1FUBH4F76RPVM6831	2024	Freightliner	EP116

Name: Shauna Kastle, President/CEO  
Company: GOODWILL INDUSTRIES OF NEW MEXICO  
Address: 5000 SAN MATEO BLVD  
City State Zip: ALBUQUERQUE, NM 87109

I, (please print full name) X Shauna Kastle, on behalf of ("Company") (if applicable) GOODWILL INDUSTRIES OF NEW MEXICO understand that Collision Mitigation Systems, and other safety enhancement devices maybe available on new trucks for an additional cost. The available safety options available may vary by vehicle make and model.

I also understand that the purchase of the Daimler Collision Mitigation System is not required.

**I understand and acknowledge: (Check One) ( X )**

☐ The vehicle being purchased from dealer inventory is not equipped with the Collision Mitigation System.

☐ The vehicle being special ordered will be custom built without the Collision Mitigation System.

☒ The vehicle being purchased will include the Collision Mitigation System.

## Customer Acknowledgment

Company: GOODWILL INDUSTRIES OF NEW MEXICO

X Shauna Kastle

Print Name  
X X SK  
Signature

(X) President/CEO

Title  
X 1/18/2024

Date

**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.

Vehicle Information																
Year 2024	Make Freightliner				Model EP116				Body Type Tractor							
Vehicle Identification Number (VIN)																
1	F	U	B	H	4	F	7	6	R	P	V	M	6	8	3	1
Certification by Transferor/Seller																
I (Seller) hereby certify that the odometer reading of this vehicle is: <u>10</u> (no tenths) miles and that to the best of my knowledge the stated mileage is (check one of the following):																
<input type="checkbox"/> The Actual Mileage (AM)					<input type="checkbox"/> Mileage in Excess of Mechanical Limits (EL)					<input type="checkbox"/> <b>Warning!</b> Odometer Discrepancy Not the Actual Mileage (NM)						
Seller's Name (printed) ALBUQUERQUE FREIGHTLINER								Buyer's Name (printed) GOODWILL INDUSTRIES OF NEW MEXICO								
Address 12901 US HWY. 66 W FRONTAGE RD								Address 5000 SAN MATEO BLVD								
City, State, ZIP Code ALBUQUERQUE, NM 87121								City, State, ZIP Code ALBUQUERQUE, NM 87109								
Transferor's/Seller's Signature 								Transferee/Buyer's Signature 								
Date 1/18/2024								Date 1/18/2024								



GOODWILL INDUSTRIES OF NEW MEXICO  
1030 18TH ST NW  
ALBUQUERQUE NM 87104-2076

**Business Statement**

Account Number: [REDACTED]

Statement Period:  
Sep 1, 2023  
through  
Sep 30, 2023

Page 6 of 8



**PREMIUM BUSINESS CHECKING**

**(CONTINUED)**

U.S. Bank National Association

Account Number [REDACTED]

**Other Withdrawals (continued)**

Date	Description of Transaction	Ref Number	Amount
------	----------------------------	------------	--------

Sep 27	Wire Debit REF004288 BNF=LONESTAR	FROST BANK SAN ANT 230927B01VLR FREIGHTLINER GROUP LLC 2051 HUGHES	98,000.00-
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System: 2/6/2024 10:43:38 AM  
User Date: 2/6/2024

Goodwill Industries Of NM  
MANUAL PAYMENTS POSTING JOURNAL  
Payables Management

Page: 1  
User ID: MKATZ

Batch ID: LONESTAR EVS

Batch Frequency: Single Use  
Audit Trail Code: PMPAY00001129

Batch Comment:  
Trx Total Actual: 1 Trx Total Control: 0

Batch Total Actual: \$875,671.64 Batch Total Control: \$0.00

Approved: No Approved By: Approval Date: 0/0/0000

Batch Errors:

Posting Date: 1/23/2024

Payment Number: 00000000000143740

Vendor ID: LONESTARTRUCK  
Check Name: Lonestar Truck Group  
Checkbook ID: USB AP 5768

Writeoff: \$0.00  
Terms Disc Taken: \$0.00  
Terms Disc Avail: \$0.00  
Withholding Amt: \$0.00  
Unapplied Amount: \$0.00  
Applied Amount: \$875,671.64  
Prepayment Amount: \$0.00  
Total Payment: \$875,671.64

Comment:

Document Number: WIRE REF 003094

Payment Type: Check

Document Date: 1/23/2024

Distribution Messages:

Work Messages:

General Ledger Distributions

Account	Account Description	Account Type	Debit Amount	Credit Amount
1-030-5000-005	US Bank AP New	CASH	0.00	875,671.64
1-200-5000-000	Accounts Payable	PAY	875,671.64	0.00
			-----	-----
			875,671.64	875,671.64

Apply

Document Type	Voucher Number	App Date	Discount	Writeoff	Amount Applied
Invoice	00000000000144184	1/23/2024	0.00	0.00	875,671.64
			-----	-----	-----
			0.00	0.00	875,671.64

Total Payments: \$875,671.64  
=====



GOODWILL INDUSTRIES OF NEW MEXICO  
1030 18TH ST NW  
ALBUQUERQUE NM 87104-2076

Business Statement

Account Number: [REDACTED]

Statement Period:  
Jan 2, 2024  
through  
Jan 31, 2024

Page 6 of 9



PREMIUM BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association Account Number [REDACTED]

Other Withdrawals (continued)

Date	Description of Transaction	Ref Number	Amount
Jan 18	Electronic Withdrawal		

Jan 23	Wire Debit REF003094 BNF=LONESTAR	CDNOTHER Kaseva US LLC FROST BANK SAN ANT FREIGHTLINER GROUP LLC 2051 HUGHES	875,671.64-
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# Corporate Invoice

MVDNow

1100 San Mateo Blvd NE Ste 10 Albuquerque, NM 87110

**Bill to:**

Goodwill Industries of NM

Adam Blanton

5000 San Mateo Blvd NE Albuquerque, NM 87109

Corporate Invoice #1010563

Date: 03/12/2024

Clerk: Sharon Hallworth

**Terms: 30**

Notes:

dropoff #108003 created 03/12/2024 12:00 am

Item	Qty	Description	Rate	Amount	Fees
Title Transfer 01	1.00	LAST 8 VIN: 1FUBH4F74RPVM6830 LASTNAME: UNIT EV6830=\$17,535.90	\$22.00	\$22.00	<b>State Fee</b> \$17,535.90 <b>Document fee</b> \$2.00
Title Transfer 01	1.00	LAST 8 VIN: 1FUBCXD23NHND6698 LASTNAME: UNIT A6698=\$4,765.14	\$22.00	\$22.00	<b>State Fee</b> \$4,765.14 <b>Document fee</b> \$2.00

Payment History

No payments received.

Subtotal:	\$44.00
Discounts:	- \$0.00
Fees:	+
Sales	+ \$3.36
Tax:	7.625%
Total:	\$22,352.40
Payments:	- \$0.00
Processing Fees:	- \$0.00
Refunds:	- \$0.00
<b>Total Due:</b>	<b>\$22,352.40</b>

\$17,535.90 State Excise  
\$22.00 MVD Express services

\$2.00 Document Fee  
\$1.68 state tax (\$22.00 x 7.65%)

\$17,561.58



# Corporate Invoice

Corporate Invoice #1008049

Date: 03/05/2024

Clerk: Sharon Hallworth

Terms: 30



Notes:

dropoff #107719 created 03/05/2024 12:00 am

MVDNow

1100 San Mateo Blvd NE Ste 10 Albuquerque, NM 87110

**Bill to:**

Goodwill Industries of NM

Adam Blanton

5000 San Mateo Blvd NE Albuquerque, NM 87109

Item	Qty	Description	Rate	Amount	Fees
Title	1.00	LAST 8 VIN:	\$22.00	\$22.00	<b>State Fee</b>
Transfer 01		1FUBH4F76RPVM6831			\$17,535.90
		LASTNAME: 2024			<b>Document</b>
		FRHT			<b>fee</b>
		P11=\$17,535.90			\$2.00

Payment History

No payments received.

Subtotal:	\$22.00
Discounts:	- \$0.00
Fees:	+
Sales	+ \$1.68
Tax:	7.625%
Total:	\$17,561.58
Payments:	- \$0.00
Processing Fees:	- \$0.00
Refunds:	- \$0.00
<b>Total Due:</b>	<b>\$17,561.58</b>

Print

Close

Account #: [REDACTED] 5768 MICR Acct. #: [REDACTED] 768 Check No.: 106703  
Transaction Type: Check Amount: \$39,913.98 Date: 04/02/2024  
Sequence Number: 8315786366

Front:

THIS DOCUMENT CONTAINS MULTIPLE FRAUD DETERRENT SECURITY FEATURES - SEE REVERSE

Goodwill Industries of New Mexico  
1030 18th St. NW  
Albuquerque, New Mexico 87104  
5053312898

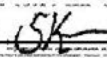
DATE: 03/28/24 106703

TO THE ORDER OF: MVD Now LLC

PAY: Thirty Nine Thousand Nine Hundred Thirteen Dollars AND 98/100 DOLLARS

AMOUNT  
\$ 39,913.98

MEMO:

Authorized Signature: 

Security Features Included on back

⑈ 106703 ⑈ ⑆ 107002312 ⑆ [REDACTED] 5768 ⑈

Back:

COPIES OF THIS CHECK ARE AVAILABLE FROM THE ISSUING INSTITUTION

FOR REMOTE DEPOSIT ONLY

HEAT SENSITIVE MARK

>107006541< [REDACTED] 0020 04/02/2024

**2023-2024 Diesel Emissions Reduction Act (DERA) State Grants**

EPA Grant ID#: DS-01F65701-4 (ENV19DERAQ)

Vehicle make: Freightliner

Engine make: Caterpillar

Vehicle model: Columbia

Engine model: C13

Vehicle model year: 2006

Engine model year: 2005

VIN: 1FUBA5DE86DW84475

Engine horsepower: 455

Odometer/usage meter reading: 335,877.6

Engine ID or serial number: 24-01176-020

I certify that on 02-20-2024 the above engine and chassis were permanently disabled. Disabling the engine consisted of drilling a three-inch hole in the engine block or some other approved scrappage method. Disabling the chassis consisted of cutting completely through the frame/frame-rails on each side of the vehicle/equipment at a point located between the front and rear axles or some other approved scrappage method. The following required digital photos of the disabled engine and chassis are attached: Side profile of the vehicle, prior to disabling; VIN tag or equipment serial number; Engine label (showing serial number, engine family number, and engine model year); Engine block, prior to hole; Engine block, after hole; and Cut frame rails.

Shauna Kastle

EPA Grantee/Subgrantee Authorized Representative (Print Name)

SK  
EPA Grantee/Subgrantee Authorized Representative (Signature)

3/13/24  
Date

Vehicle owner's name and address: Shauna Kastle

SK  
Vehicle Owner (Signature)

3/13/24  
Date

Dismantler/Scraper name and address: Cd J. Truck Parts 600 Paragon Rd  
Albany NY 12208

[Signature]  
Dismantler/Scraper (Signature)

02/21/24  
Date





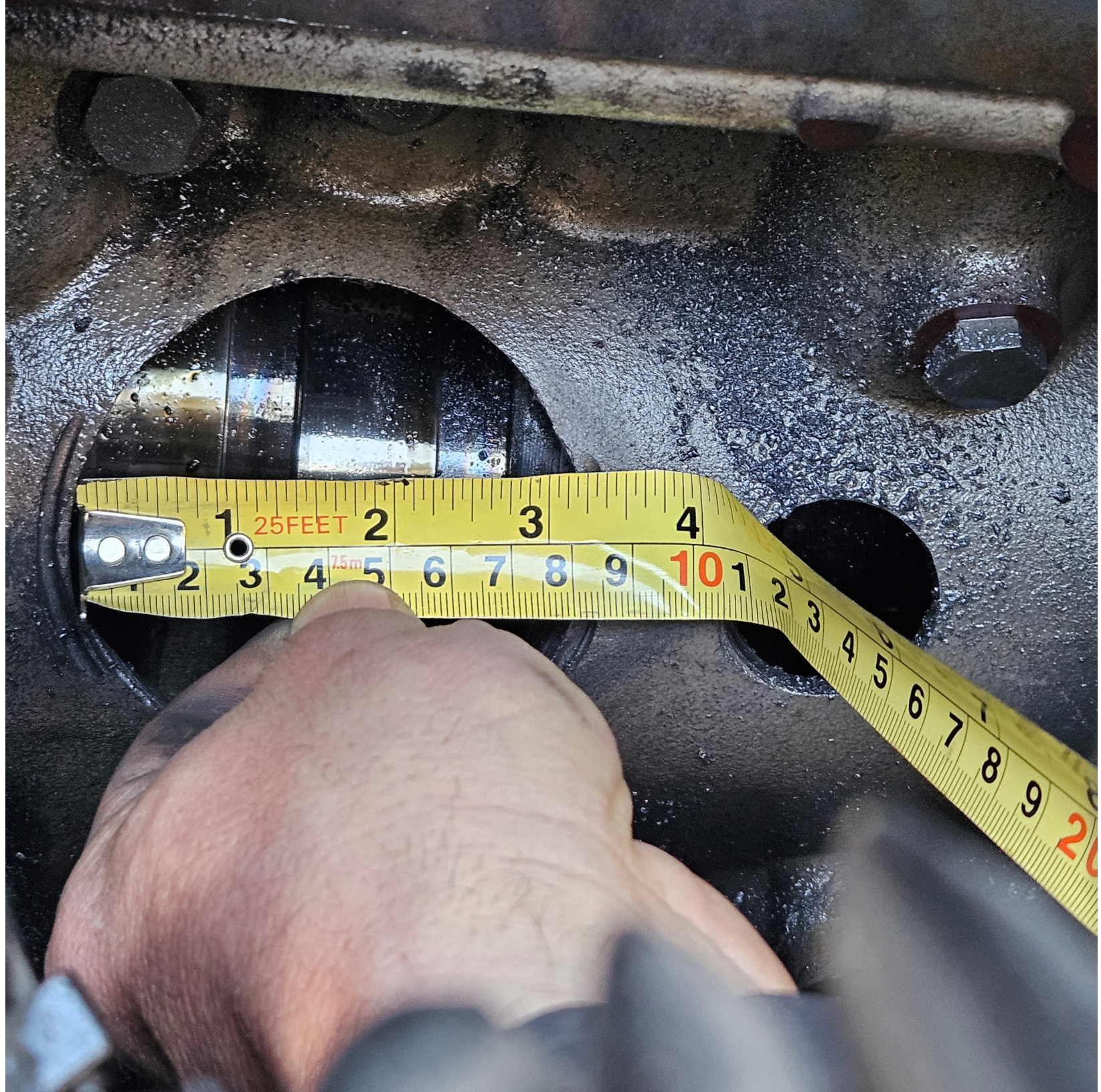


















COUR/PAGE-44  
5,443

FRONT AXLE  
FIRST INT AXLE  
SECOND INT AXLE  
THIRD INT AXLE  
FOURTH INT AXLE  
FIFTH INT AXLE  
SIXTH INT AXLE  
REAR AXLE

9,52

TYPE TRUCK TRACTOR/TT-CI  
MANUFACTURED BY FREIGHTLINER LLC  
VEHICLE ID NO 1FUBA5DE86DN84475

DATE OF MFR 01/06  
COUR/PAGE-HG 14,968  
COUR/PAGE-LBS 33,000

MADE IN MEXICO FREIGHTLINER

FEDERAL  
T AT DATE





















**2023-2024 Diesel Emissions Reduction Act (DERA) State Grants**

EPA Grant ID#: DS-01F65701-4 (ENV19DERAQ)

Vehicle make: Kenworth

Engine make: PACCAR

Vehicle model: T660

Engine model: MX-13

Vehicle model year: 2012

Engine model year: 2011

VIN: 3WKADP9X2CF306979

Engine horsepower: 510

Odometer/usage meter reading: 398,868

Engine ID or serial number: A059109

I certify that on 02-20-2024 the above engine and chassis were permanently disabled. Disabling the engine consisted of drilling a three-inch hole in the engine block or some other approved scrappage method. Disabling the chassis consisted of cutting completely through the frame/frame-rails on each side of the vehicle/equipment at a point located between the front and rear axles or some other approved scrappage method. The following required digital photos of the disabled engine and chassis are attached: Side profile of the vehicle, prior to disabling; VIN tag or equipment serial number; Engine label (showing serial number, engine family number, and engine model year); Engine block, prior to hole; Engine block, after hole; and Cut frame rails.

Shauna Kastle

EPA Grantee/Subgrantee Authorized Representative (Print Name)

SK

EPA Grantee/Subgrantee Authorized Representative (Signature)

3/13/24

Date

Vehicle owner's name and address: Shauna Kastle

SK

Vehicle Owner (Signature)

3/13/24

Date

Dismantler/Scraper name and address: C & J Truck Parts 600 Paragon Rd  
Albuquerque, NM 87105

[Signature]

Dismantler/Scraper (Signature)

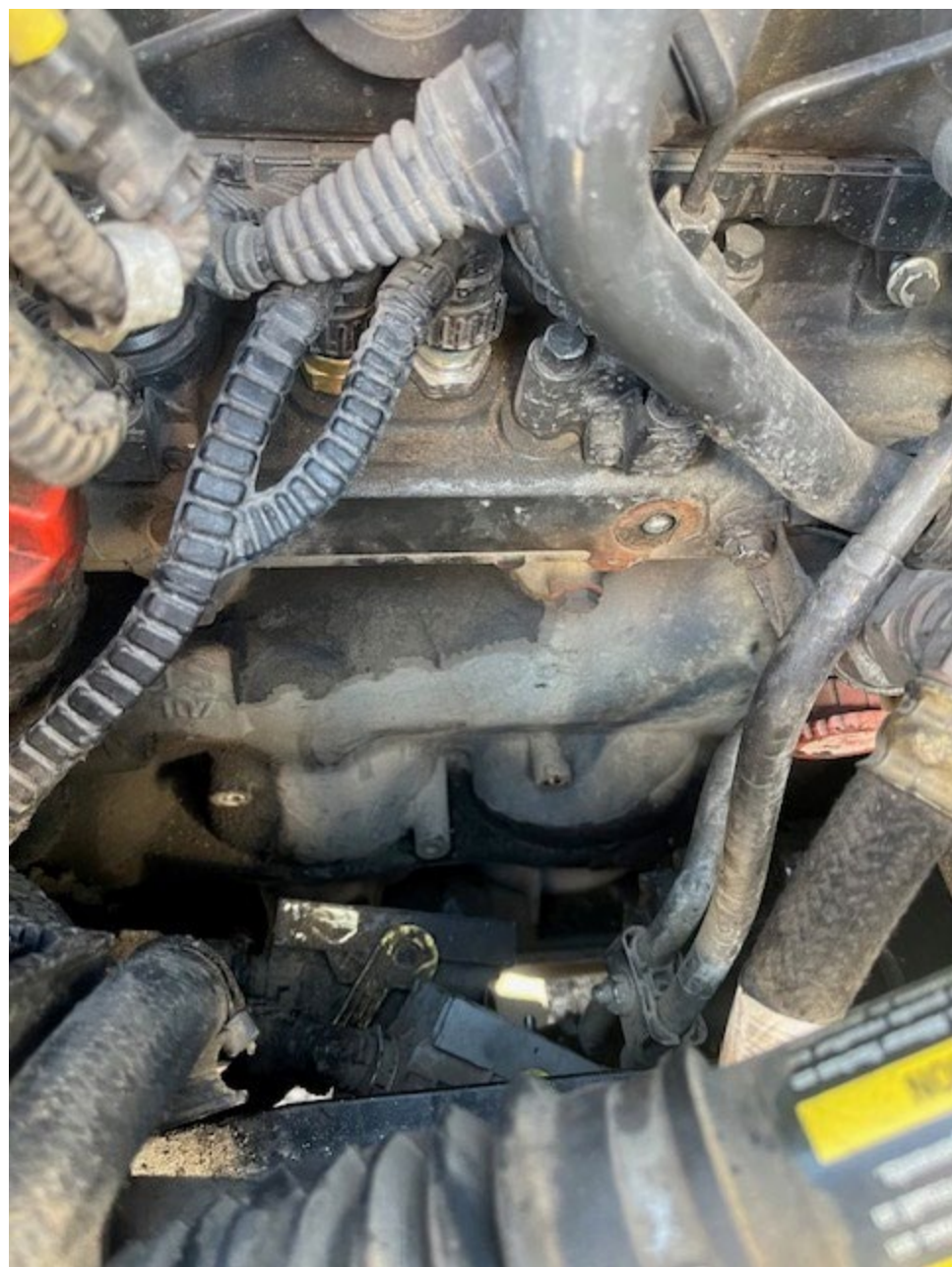
2/21/24

Date







































AT kPa COLD

760 (110 PSI)  
A PRESION kPa EN FRIO

THIS VEHICLE  
CONFORMS TO ALL  
APPLICABLE U.S.  
FEDERAL MOTOR  
VEHICLE SAFETY  
STANDARDS IN  
EFFECT ON THE DATE  
OF MANUFACTURE  
SHOWN ABOVE.

ESTE VEHICULO CUMPLE  
CON TODOS LOS  
ESTANDARES FEDERALES  
DE SEGURIDAD PARA  
VEHICULOS DE MOTOR  
APLICABLES EN EUA A  
LA FECHA DE FAB.  
ARRIBA INDICADA.

IDENTIFICATION NO.

3WEADP9X2CF306979

NUM DE IDENTIFICACION  
TRUCK TRACTOR  
CAMION / TRACTOR

•S53-1066-1



<b>IMPORTANT ENGINE INFORMATION</b>		<b>Engine No.</b> -AD58102-		<b>PACCAR MX</b> MANUFACTURED BY PACCAR	
<b>Fuel Filter at Air Filter</b>		<b>31.3 mmH<sub>2</sub>O</b> (stock)		<b>Idle Speed</b>	
<b>Max Rated Speed</b>		<b>1900 RPM</b>		<b>Valve Lash</b>	
<b>Max Air/WVP</b>		<b>300/400 kW/hp</b>		<b>Max Inlet T</b>	
<b>Max Air/WVP</b>		<b>1000/1400 kW/hp</b>		<b>03/2011</b>	



IMPORTANT ENGINE INFORMATION		Engine No.		PACCAR MX	
Fuel Rate at Adv. HP	34.3	mins/stroke	Idle Speed	660	700 RPM
Max. Rated Speed	1900 RPM	Valve Lash	Max. Initial Timing	0.50 in.	0.70 in.
Max. Adv. kW/hp	300/405	Max. Initial Timing	03/2011	0.50 in.	0.70 in.
Family	BPCR12.9M01	Date of Mfg.	03/2011	0.50 in.	0.70 in.

This engine conforms to U.S. EPA and CARB regulations applicable to 2011 Model Year New Heavy-Duty Engines. ESS is a heavy-duty engine. The engine is certified to operate on ultra-low sulfur diesel fuel only. Exhaust Emission Control System: DDI, TG, CAC, EOM, EGR, C, OC, SCR, U, PTOX.













SERVICE

100% ELECTRIC  
ZERO EMISSIONS  
Powered by Freightliner

Goodwill  
Industries of New Mexico

100% ELECTRIC  
ZERO EMISSIONS  
Powered by Freightliner

Goodwill  
Industries of New Mexico



**FISCAL YEAR 2019****STATE CLEAN DIESEL GRANT PROGRAM****WORK PLAN AND BUDGET NARRATIVE TEMPLATE**

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INSTRUCTIONS: States and territories applying for FY 2019 DERA State Clean Diesel Grant Program funding must use this template to prepare their Work Plan and Budget Narrative.

Please refer to the FY 2019 STATE CLEAN DIESEL PROGRAM INFORMATION GUIDE for full Program details, eligibility criteria and funding restrictions, and application instructions.



\*\*\*\*

## SUMMARY PAGE

**Project Title:**

**Project Manager and Contact Information**

**Organization Name:** New Mexico Environment Department

**Project Manager:** Neal Butt

**Mailing Address:** 525 Camino de los Marquez, Santa Fe NM 87505

**Phone:** (505) 629-2972

**Fax:** 505-476-4375

**Email:** [neal.butt@state.nm.us](mailto:neal.butt@state.nm.us)

**Project Budget Overview:**

	<b>FY 2019</b>
EPA Base Allocation	\$ 317,553
State or Territory Voluntary Matching Funds (if applicable)	\$ 317,553
EPA Match Incentive (Bonus) (if applicable)	\$ 158,777
Mandatory Cost-Share	\$TBD
<b>TOTAL Project Cost</b>	<b>\$793,883</b>
Other Leveraged Funds	\$0

**Project Period**

October 1, 2019 – September 30, 2023. The AQB is requesting a no-cost time extension for the DERA FY19 state allocation to extend the Project Period until September 30, 2023.

**Summary Statement**

The mission of the New Mexico Environment Department's Air Quality Bureau (AQB) is to "Protect the inhabitants and natural beauty of New Mexico by preventing the deterioration of air quality." Reducing harmful emissions generated from heavy-duty diesel-fueled vehicles is a progressive step towards upholding the mission of the AQB.

DERA funds afford the State of New Mexico the opportunity to address and reduce harmful emissions generated by heavy-duty diesel-fueled trucks. The AQB has successfully implemented a variety of diesel emission reduction projects throughout the state, enhancing air quality and the quality of the lives of the residents that are regularly exposed to the harmful emissions emitted from diesel-fueled vehicles.

New Mexico's Clean Diesel Program is a sub-grant program designed to reduce diesel emissions. The program will be applied broadly across various sectors in the state, employing a variety of diesel emission reduction technologies. The program will primarily target publicly-owned fleets that operate in highly populated areas, areas with sensitive receptor groups such as schools or medical facilities, areas that receive a disproportionate quantity of air pollution for diesel fleets, and areas that are, or near non-attainment for particulate matter or ozone.

Selected early vehicle replacement projects will meet the requirements as outlined in the program guide. The project(s) will be thoroughly documented, and the older vehicles will be disabled according to the program guide. New Mexico intends to use Volkswagen Environmental Mitigation Trust funds (VW Trust Funds) to match federal funds for fiscal year 2019.

The New Mexico Clean Diesel website can be found at: <https://www.env.nm.gov/air-quality/diesel/>

\*\*\*\*

### **SCOPE OF WORK**

The New Mexico Environment Department (NMED) will implement a sub-grant program that reduces on- and non-road (including stationary) diesel emissions in the state. The State plans to use VW Trust Funds as the non-federal voluntary match for the fiscal year 2019 grant as outlined in Appendix D-2 of the Final Trust. Use of those funds will be in line with the scope of work outlined in this plan and the funding restrictions outlined in the FY-19 State Clean Diesel Grant Program Information Guide.

<https://nepis.epa.gov/Exe/ZyPDF.cgi?Dockkey=P100WK7X.pdf>

### **STATE/TERRITORY GOALS AND PRIORITIES:**

The AQB is the agency with jurisdiction over air quality within New Mexico except for tribal lands and Bernalillo County. The mission of the AQB is to protect the inhabitants and natural beauty of New Mexico by preventing the deterioration of air quality. The AQB is responsible for enforcing the National Ambient Air Quality Standards (NAAQS). Regulatory authority comes from the New Mexico Environmental Improvement Act, Air Quality Control Act, and our EPA-approved State Implementation Plan (SIP). The New Mexico Clean Diesel Program (NMCDP)

supports the mission of the AQB by reducing diesel emissions generated by on-road and non-road diesel engines.

With the longevity, popularity and need for diesel-fueled trucks, emissions generated from diesel-fueled vehicles continue to be a growing concern, especially in those areas that are disproportionally affected by diesel fleets. DERA funds have afforded the State of New Mexico the opportunity to address the harmful emissions from diesel-fueled on-road and non-road vehicles, supporting the AQB's mission.

The AQB will select projects that will reduce or eliminate emissions associated with diesel-fueled on-road and non-road sources, focusing on the most cost-effective projects that will maximize emission reductions. The following list indicates the State's overall goals utilizing the DERA funds. This list is not meant to be inclusive. The State may consider other qualifications and factors when selecting projects for funding.

1. Focus on funding projects that repower or replace older diesel-fueled vehicles and engines.
2. Focus on vehicles, engines, and equipment operating or located in or near areas that bear a disproportionate share of the air pollution burden (priority areas), such as:
  - a. Distribution centers;
  - b. Fleet yards, to include school bus fleets;
  - c. Truck stops;
  - d. Major roadways/highways;
  - e. Multimodal centers;
  - f. Ports;
  - g. Rail and bus terminals;
  - h. Airports; and
  - i. Environmental justice areas.
3. Prioritize projects located in or near areas that are in nonattainment of the NAAQS for ozone (O<sub>3</sub>), particulate matter (PM), or nitrogen dioxide (NO<sub>2</sub>).
4. Focus on projects located in areas with high population density and high traffic density. In New Mexico, areas of high population density are often the areas with the poorest air quality.

While priority will be given to the areas mentioned above, the AQB will also implement diesel emission reduction projects in other areas within the state allowing other communities to benefit from diesel emissions reductions on local fleets as funds allow.

New Mexico is considered a freight bridge state that is subject to high volumes of diesel truck and rail traffic. Along with the high volume of truck traffic, there is the needed infrastructure, truck stops, rail fueling facilities, and distribution centers, to support heavy-duty diesel-fueled vehicles as they pass through the state. There are three major interstate highways, several U.S. highways, and several railroad lines that traverse the state. Disproportionally affected residents often reside near and adjacent to areas that are heavily impacted by diesel emissions.



New Mexico is known for its blue skies and scenic vistas, with the majority of the state having clean air. However, there are areas of concern within the state that will receive priority for project funding, including the following:

San Juan County is a 5,500-square-mile county in the northwest corner of New Mexico with a population of 130,044 (2010 census, U.S. Census Bureau). In recent years, monitoring conducted in San Juan County by the AQB has recorded levels of ozone that have come close to, but not yet exceeded, the NAAQS for ozone. San Juan County is near several Class I areas and adjacent to the Navajo Nation, Southern Ute Indian Tribe, Ute Mountain Ute, and Jicarilla Apache Nation reservations. This region has a history of elevated levels of ground-level ozone and impaired visibility. Oil and gas production and coal-fired power plants result in air pollution that contribute to the ozone design value. Specific concerns include exceedances of the ozone NAAQS, Prevention of Significant Deterioration (PSD) increment consumption, degradation of visibility, and increased deposition.

In addition to oil and gas facilities and power plants in the area, there is heavy truck traffic on the arterial highways that lead through San Juan County and the cities of Farmington, Aztec, and Bloomfield. With the increasing popularity of both light- and heavy-duty diesel-fueled vehicles used for commercial and personal use, diesel exhaust emissions are likely to increase in this area contributing to the further degradation of air quality in this area.

The City of Albuquerque, in Bernalillo County, is the largest city in New Mexico. Bernalillo County has a population of approximately 674,221 (2010 census, U.S. Census Bureau). Albuquerque is located at the intersection of Interstate 40 and Interstate 25. Interstate 40 is a thoroughfare for the east-west transport of goods through the state and Interstate 25 is a major United States-Mexico-Canada Agreement, (USMCA) thoroughfare. As the largest city in the state and its location at the intersection of two major thoroughfares, Albuquerque is a hub for freight fleets, distributions centers and several large truck stops. Growth in freight demand (both within and outside of New Mexico) continues to add more trucks to these corridors. An international airport and two rail lines are located within the city. The Rail Runner Express commuter train has approximately 22 north and south bound trains running daily through ABQ during the work week. Transportation infrastructure contributes to sources of emissions generated by heavy-duty diesel-fueled vehicles.

Doña Ana County is comprised of 3,804-square-miles in the south-central section of New Mexico with an estimated population of 209,233 (2010 census, U.S. Census Bureau). This region has historically had air quality problems, including particulate matter from high wind dust events and ozone pollution. There are two areas designated as nonattainment, one area for particulate matter 10 microns or less in size (PM10) in the town of Anthony, NM and one located in Sunland Park for ozone.

Doña Ana County's population is greater than 65% Hispanic, with approximately 25% of the county residents living below the poverty level. Interstate 10 intersects with the southern

terminus of I-25 in Doña Ana County. I-10 is a thoroughfare for the east-west transport of goods and I-25 is a major USMCA thoroughfare. There is an east/west Class I rail line that passes through southern Dona Anna County, including the southern part of the nonattainment area in Sunland Park. Up to 200 trains may pass through this area each day. An intermodal facility services the rail line.

Other areas of concern in the state are those where the ozone design value is within 95 percent of the ozone standard, such as the ozone monitors located in San Juan, Eddy, Lea, Rio Arriba, Sandoval, Valencia and Dona Aña counties. Carlsbad Caverns, a Class I area, is located in Eddy County, and an additional Class-I area, Guadalupe Mountains National Park, is adjacent to the county's southern border. In addition to the heavy presence of the oil and gas industry in Lea and Eddy counties, there is heavy truck traffic on the arterial highways that lead throughout the counties.

Doña Ana, Luna and Valencia Counties are listed in the EPA's 2018 National Priority List for counties and areas where all or part of the population is exposed to more than 2.0 µg/m<sup>3</sup> of diesel particulate matter emissions in the 2011 National Scale Air Toxics Assessment.

## **VEHICLES AND TECHNOLOGIES**

NMED chooses to support a variety of emission reduction strategies and project partners in order to maximize our success. In past years, grantees with the State Clean Diesel program favored idle reduction technology and vehicle replacements. In addition to continuing to support vehicle replacement projects that utilize new, cleaner diesel engines, NMED will also encourage applicants to consider use of cleaner alternative fuels and exhaust controls.

### **1. Eligible Applicants**

The solicitation will be open to municipal, State or regional agencies and departments and, as funds allow, to private sector businesses operating primarily in New Mexico.

### **2. Eligible Diesel Vehicles, Engines and Equipment**

- A. Buses (school buses Types A-D, medium and heavy-duty transit);
- B. Medium-duty or heavy-duty trucks;
- C. Marine Engines;
- D. Locomotives; and
- E. Nonroad engines, equipment or vehicles used in:
  - i. Construction;
  - ii. Handling of cargo (including at a port or airport);
  - iii. Agriculture;
  - iv. Mining; or
  - v. Energy production (including stationary generators and pumps).

### **3. Eligible Diesel Emission Reduction Solutions**

Projects must include one or more of the following diesel emission reduction solutions that utilize a certified engine configuration and/or a verified technology.

A. Diesel Engine Retrofit Technologies

NMED will fund up to 100% of the cost (labor and equipment) for an eligible verified diesel engine retrofit technology. The eligible cost of retrofits includes the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the equipment functional, including related labor expenses.

A list of eligible, EPA verified diesel engine retrofit technologies is available at: [www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel](http://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel) ; a list of eligible, California Air Resources Board (CARB) verified diesel engine retrofit technologies is available at: [www.arb.ca.gov/diesel/verdev/vt/cvt.htm](http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm). The types (e.g., diesel oxidation catalysts (DOC), and diesel particulate filters (DPF)) of retrofits proposed for funding under this category must exist on one of these lists for the specific vehicle/engine application specified in the application at the time of application submission to NMED. If selected for funding, the actual engine retrofit technologies used by the grant recipient must be specifically named on EPA or CARB's Verified Technologies lists at the time of acquisition and used only for the vehicle/engine applications specified on the list to be eligible for funding.

B. Engine Upgrades and Remanufacture Systems

NMED will fund up to 40% of the cost (labor and equipment) of an eligible nonroad, locomotive engine upgrade. To be eligible for funding, the upgrade must either be a verified retrofit as described above, or a certified remanufactured system that will result in a significant emissions benefit by rebuilding the engine to a cleaner engine configuration. For an engine to be eligible for an upgrade, the engine must be currently operating and performing its intended function. If a certified remanufacture system for a locomotive includes a full engine replacement, the funding restrictions in Fleet Expansion will apply. If a certified remanufacture system is applied at the time of rebuild, funds under this award cannot be used for the entire cost of the engine rebuild, but only for the cost of the certified remanufacture system and associated labor costs for installation.

A list of eligible, EPA verified engine upgrade technologies is available at: [www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel](http://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel). Lists of certified remanufacture systems for locomotives engines are available at: [www.epa.gov/compliance-and-fuel-economy-data/engine-certification-data](http://www.epa.gov/compliance-and-fuel-economy-data/engine-certification-data), and additional information on remanufacture systems, are available at: [www.epa.gov/vehicle-and-engine-certification/remanufacture-systems-category-1-and-2-marine-diesel-engines](http://www.epa.gov/vehicle-and-engine-certification/remanufacture-systems-category-1-and-2-marine-diesel-engines). The actual engine upgrades or remanufacture systems used by the grant recipient must be specifically named on EPA's list of certified remanufacture systems or EPA's or CARB's Verified Exhaust Control Technologies lists at the time of acquisition, and used only for the vehicle/engine applications specified on the lists, to be eligible for funding.



C. Cleaner Fuels and Additives:

NMED will not fund stand-alone cleaner fuel/additive use. For new or expanded use, this funding can cover the cost differential between the cleaner fuel/additive and conventional diesel fuel if that cleaner fuel is used in combination, and on the same vehicle, with a new eligible verified engine retrofit or an eligible engine upgrade or an eligible certified engine replacement or an eligible certified vehicle/equipment replacement funded under this Program, as described in this Section.

A list of eligible, EPA-verified cleaner fuels and additives is available at: [www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel](http://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel); a list of eligible, CARB-verified cleaner fuels and additives is available at: [www.arb.ca.gov/diesel/verdev/vt/cvt.htm](http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm).

D. Idle Reduction Technologies

An idle reduction project is generally defined as the installation of a technology or device that reduces unnecessary idling of diesel vehicles or equipment and/or is designed to provide services (such as heat, air conditioning, and/or electricity) to vehicles and equipment that would otherwise require the operation of the main drive or auxiliary engine(s) while the vehicle is temporarily parked or remains stationary. The reduction in idling will conserve diesel fuel and must also lower emissions.

Lists of eligible, EPA verified idle reduction technologies are available at: [www.epa.gov/verified-diesel-tech/smartway-technology](http://www.epa.gov/verified-diesel-tech/smartway-technology). The types of idle reduction technologies proposed for funding under this category must exist on this list for the vehicle/engine application specified in the application at the time of application submission to EPA. The technology categories include: auxiliary power units and generator sets; battery air conditioning systems; thermal storage systems; electrified parking spaces (truck stop electrification); fuel operated heaters; and automatic shutdown/start-up systems for locomotives. The actual idle reduction technologies used must be specifically named on EPA's SmartWay Verified Technologies list at the time of acquisition and used only for the vehicle/engine applications specified on the list, to be eligible for funding.

- i. Locomotive Idle Reduction Technologies: NMED will fund up to 40% of the cost (labor and equipment) of eligible verified idle reduction technologies for locomotives.
- ii. Electrified Parking Spaces: Electrified Parking Spaces (EPS), also known as Truck Stop Electrification (TSE), operate independently of the truck's engine and allows the truck engine to be turned off as the EPS system supplies heating, cooling, and/or electrical power. The EPS system provides off-board electrical power to operate either:

- an independent heating, cooling, and electrical power system, or
- a truck-integrated heating and cooling system, or
- a plug-in refrigeration system that would otherwise be powered by an engine.

NMED will fund up to 30% of the cost (labor and equipment) of eligible electrified parking space technologies, including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the equipment functional. Examples of eligible EPS costs include, but are not limited to, the purchase and installation of electrical infrastructure or equipment to enable heating, cooling, and the use of cab power for parked trucks, or to enable the use of power for transport refrigeration units (TRUs) and auxiliary power systems at distribution centers, intermodal facilities, and other places where trucks congregate. Examples of ineligible costs for EPS include but are not limited to: on-board auxiliary power units and other equipment installed on trucks; equipment and services unrelated to heating and cooling (e.g., telephone, internet, television, etc.); TRUs; electricity costs; and operation and maintenance costs.

- iii. Highway Idle Reduction Technologies: Funding can cover up to 100% of the cost (labor and equipment) for verified idle reduction technologies installed on long haul Class 8 trucks that primarily operated in the State and school buses, if combined on the same vehicle with the new installation of one or more of the Verified Engine Retrofit Technologies funded under this Program, as described in this Section. Funding can cover up to 100% of the cost (labor and equipment) for verified idle reduction technologies installed on long haul Class 8 trucks and school buses with model year 2006 or older engines that have been previously retrofitted with a verified emission control device. Funding can cover up to 25% of the cost (labor and equipment) of stand-alone installations of eligible, verified idle reduction technologies on long-haul trucks and school buses.

#### E. Aerodynamic Technologies and Verified Low Rolling Resistance Tires

To improve fuel efficiency, long haul Class 8 trucks can be retrofitted with aerodynamic trailer fairings or the fairings can be provided as new equipment options. Certain tire models can provide a reduction in NO<sub>x</sub> emissions and fuel savings, relative to the “standard” new tires for long haul Class 8 trucks, when used on all axles.

A list of eligible, EPA verified aerodynamic technologies is available at: [www.epa.gov/verified-diesel-tech/smartway-verified-list-aerodynamic-devices](http://www.epa.gov/verified-diesel-tech/smartway-verified-list-aerodynamic-devices), and includes:

- gap fairings that reduce the gap between the tractor and the trailer to reduce turbulence;

- trailer side skirts that minimize wind under the trailer; and
- trailer rear fairings that reduce turbulence and pressure drop at the rear of the trailer.

A list of EPA verified low rolling resistance tires is available at:

[www.epa.gov/verified-diesel-tech/smartway-verified-list-low-rolling-resistance-lrr-new-and-retread-tire](http://www.epa.gov/verified-diesel-tech/smartway-verified-list-low-rolling-resistance-lrr-new-and-retread-tire), and includes both dual tires and single wide tires (single wide tires replace the double tire on each end of a drive or trailer axle, in effect turning an "18" wheeler into a "10" wheeler). Low rolling resistance tires can be used with lower-weight aluminum wheels to further improve fuel savings, however aluminum wheels are not eligible for funding under this program.

The actual technologies/tires used by the grant recipient must be specifically named on EPA's SmartWay Verified Technologies list at the time of acquisition and used only for the vehicle/engine applications specified on the list, in order to be eligible for funding.

NMED will not fund stand-alone aerodynamic technologies or low rolling resistance tires. Funding can cover up to 100% of the cost (labor and equipment) for verified aerodynamic technologies or verified low rolling resistance tires installed on long haul Class 8 trucks, if combined on the same vehicle with the new installation of one or more of the Verified Engine Retrofit Technologies funded under this program, as described in this Section.

#### F. Engine Replacement:

Engine Replacement includes, but is not limited to, diesel engine replacement with an engine certified for use with diesel or an alternative fuel (e.g., gasoline, CNG, propane), diesel engine replacement with a zero tailpipe emissions power source (grid, battery or fuel cell), and/or diesel engine replacement with an electric generator(s) (genset). Zero tailpipe emissions engine replacements do not require EPA or CARB certification.

The eligible cost of engine replacement includes the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the equipment functional, including related labor expenses. Charges for equipment and parts on engine replacement projects are only eligible for funding if they are included in the certified engine configuration and/or are required to ensure the effective installation and functioning of the new technology but are not part of typical vehicle or equipment maintenance or repair. Examples of ineligible engine replacement costs include, but are not limited to: tires, cabs, axles, paint, brakes, and mufflers. For engine replacement with battery, fuel cell, and grid electric, examples of eligible engine replacement costs include, but are not limited to: electric motors, electric inverters,

battery assembly, direct drive transmission/gearbox, regenerative braking system, vehicle control/central processing unit, vehicle instrument cluster, hydrogen storage tank, hydrogen management system, fuel cell stack assembly, and the purchase and installation of electrical infrastructure or equipment to enable the use of power. Examples of ineligible costs include, but are not limited to, electricity, and operation and maintenance costs.

No funds awarded under the Program may be used for the purchase of engines to expand a fleet. Engine replacement projects are eligible for funding on the condition that the following criteria are satisfied:

- The replacement engine will continue to perform the same function and operation as the engine that is being replaced.
  - The replacement engine will be of the same type and similar gross vehicle weight rating or horsepower as the engine being replaced.
  - The engine being replaced must be scrapped or rendered permanently disabled within ninety (90) days of being replaced.
- i. Locomotive and Nonroad Diesel Vehicles and Equipment:
- a. NMED will fund up to 40% of the cost (labor and equipment) of replacing a diesel engine with a 2019 model year or newer engine certified to EPA emission standards. Previous engine model year engines may be used if the engine is certified to the same emission standards applicable to the engine in EMY 2019. Nonroad, locomotive engine emission standards are on EPA's website at: [www.epa.gov/emission-standards-reference-guide/epa-emission-standards-nonroad-engines-and-vehicles](http://www.epa.gov/emission-standards-reference-guide/epa-emission-standards-nonroad-engines-and-vehicles).
  - b. Funding can cover up to 60% of the cost (labor and equipment) of replacing a diesel engine with a zero tailpipe emissions power source.
  - c. Funds cannot be used to replace a non-road engine that runs for less than 500 hours per year. Funds cannot be used to replace a locomotive engine that runs less than 1,000 hours per year.
- ii. Highway Diesel Vehicles:
- a. NMED will fund up to 40% of the cost of a replacement vehicle powered by a 2016 model year or newer engine certified to EPA emission standards. Highway engine emission standards are on EPA's website at: <https://www.epa.gov/emission-standards-reference-guide/epa-emission-standards-heavy-duty-highway-engines-and-vehicles>
  - b. NMED will fund up to 50% of the cost (labor and equipment) of replacing a diesel engine with a 2016 model year or newer engine that is certified to CARB's Optional Low-NOx Standards of 0.1 g/bhp-hr, 0.05 g/bhp-hr, or 0.02 g/bhp-hr NOx. Engines certified to CARB's Optional Low NOx Standards may be found by searching CARB's Executive Orders for Heavy-duty Engines and Vehicles, found at: [www.arb.ca.gov/msprog/onroad/cert/cert.php](http://www.arb.ca.gov/msprog/onroad/cert/cert.php).
  - c. NMED will fund up to 60% of the cost of a new, zero tailpipe emissions



replacement vehicle.

#### G. Vehicle and Equipment Replacements:

Nonroad and highway diesel vehicles and equipment can be replaced under this program with newer, cleaner vehicles and equipment that operate on diesel or alternative fuels and use engines certified by EPA and, if applicable, CARB to meet a more stringent set of engine emission standards. Replacement includes, but is not limited to, diesel vehicle/equipment replacement with newer, cleaner diesel, zero tailpipe emission (grid, battery or fuel cell), hybrid or alternative fuel (e.g., gasoline, CNG, propane) vehicles/equipment. Zero tailpipe emissions vehicles and equipment do not require EPA or CARB certification.

The eligible cost of a vehicle/equipment replacement includes the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the equipment functional. The cost of additional “optional” components or “add-ons” that significantly increase the cost of the vehicle may not be eligible for funding under the grant; the replacement vehicle should resemble the replaced vehicle in form and function. For grid electric powered equipment replacements, examples of eligible replacement costs include, but are not limited to, the purchase and installation of electrical infrastructure or equipment to enable the use of power. Examples of ineligible costs include, but are not limited to, electricity, and operation and maintenance costs.

No funds awarded under the Program may be used for the purchase of vehicles or equipment to expand a fleet. Vehicle or equipment replacement projects are eligible for funding on the condition that the following criteria are satisfied:

- The replacement vehicle or equipment will continue to perform the same function and operation as the vehicle or equipment that is being replaced. The replacement vehicle or equipment will be of the same type and similar gross vehicle weight rating or horsepower as the vehicle or equipment being replaced.
  - The vehicle or equipment being replaced must be scrapped or rendered permanently disabled within ninety (90) days of being replaced.
- i. Locomotives and Nonroad Diesel Vehicles and Equipment
- a. NMED will fund up to 25% of the cost of a replacement locomotive or nonroad vehicle or piece of equipment powered by a 2019 model year or newer engine certified to EPA emission standards. Previous engine model year engines may be used if the engine is certified to the same emission standards applicable to EMY 2019. Nonroad, locomotive and marine engine emission standards are on EPA’s website at: [www.epa.gov/emission-standards-reference-guide/epa-emission-standards-nonroad-engines-and-vehicles](http://www.epa.gov/emission-standards-reference-guide/epa-emission-standards-nonroad-engines-and-vehicles).

- b. NMED will fund up to 45% of the cost of a new, zero tailpipe emissions locomotive, marine vessel, or nonroad vehicle or piece of equipment.
    - c. Funds cannot be used to replace a non-road vehicle that runs for less than 500 hours per year. Funds cannot be used to replace a locomotive that runs less than 1,000 hours per year.
  - ii. Highway Diesel Vehicles and Buses (other than Drayage)
    - a. NMED will fund up to 25% of the cost of a replacement vehicle powered by a 2016 model year or newer engine certified to EPA emission standards. Highway engine emission standards are on EPA's website at: [www.epa.gov/emission-standards-reference-guide/epa-emission-standards-heavy-duty-highway-engines-and-vehicles](http://www.epa.gov/emission-standards-reference-guide/epa-emission-standards-heavy-duty-highway-engines-and-vehicles).
    - b. NMED will fund up to 35% of the cost of a replacement vehicle powered by a 2016 model year or newer engine certified to meet CARB's Optional Low-NO<sub>x</sub> Standards of 0.1 g/bhp-hr, 0.05 g/bhp-hr, or 0.02 g/bhp-hr NO<sub>x</sub>. Engines certified to CARB's Optional Low NO<sub>x</sub> Standards may be found by searching CARB's Executive Orders for Heavy-duty Engines and Vehicles, found at: [www.arb.ca.gov/msprog/onroad/cert/cert.php](http://www.arb.ca.gov/msprog/onroad/cert/cert.php).
    - d. NMED will fund up to 45% of the cost of a new, zero tailpipe emissions replacement vehicle.
  - iii. Drayage Vehicles:
 

NMED will fund up to 50% of the cost of a replacement drayage truck powered by a 2013 model year or newer certified engine.

    - a. Definition of Drayage Truck: A "Drayage Truck" means any Class 8 (GVWR greater than 33,000) highway vehicle operating on or transgressing through port or intermodal rail yard property for the purpose of loading, unloading or transporting cargo, such as containerized, bulk or break-bulk goods.
    - b. Drayage Operating Guidelines: If an application for the replacement of drayage trucks is selected for funding, the grant recipient will be required to establish guidelines to ensure that any existing truck replaced with grant funds has a history of operating on a frequent basis over the prior year as a drayage truck, and to ensure any new truck purchased with grant funds is operated in a manner consistent with the definition of a drayage truck, as defined above. For an example of sample guidelines, see <https://www.epa.gov/cleandiesel/clean-diesel-state-forms-and-documents>.

#### H. Clean Alternative Fuel Conversions:

Conventional, original equipment manufacturer (OEM) highway diesel vehicles and engines that are altered to operate on alternative fuels such as propane or natural gas are classified as aftermarket clean alternative fuel conversions. Clean alternative fuel conversions are accomplished by applying a certified or compliant alternative fuel conversion “kit” to an existing highway diesel engine.

Funding can cover up to 40% of the cost (labor and equipment) of an eligible certified or compliant clean alternative fuel conversion. Eligible conversions are limited to those systems that have been certified by EPA and/or CARB, and those systems that have been approved by EPA for Intermediate-Age engines. EPA’s lists of “Certified Conversion Systems for New Vehicles and Engines” and “Conversion Systems for Intermediate-Age Vehicles and Engines” are available at [www.epa.gov/vehicle-and-engine-certification/lists-epa-compliant-alternative-fuel-conversion-systems](http://www.epa.gov/vehicle-and-engine-certification/lists-epa-compliant-alternative-fuel-conversion-systems); CARB’s list of “Approved Alternate Fuel Retrofit Systems” are available at: [www.arb.ca.gov/msprog/aftermkt/altfuel/altfuel.htm](http://www.arb.ca.gov/msprog/aftermkt/altfuel/altfuel.htm).

To be eligible for funding, conversion systems for engine model years 1995-2006 must achieve at least a 30% NO<sub>x</sub> reduction and a 10% PM reduction from the applicable certified emission standards of the original engine. To be eligible for funding, conversion systems for engine model years 2007-2009 must achieve at least a 20% NO<sub>x</sub> reduction with no increase in PM from the applicable certified emission standards of the original engine. Applications for clean alternative fuel conversions should include a discussion of the availability of conversion systems and indicate the pre- and post-project emission standard levels of the engines to demonstrate that the conversions result in the required emissions benefit.

#### **ROLES AND RESPONSIBILITIES:**

As with prior projects, NMED will collaborate with other state agencies, municipalities and school districts, public and private transit companies, and private fleets. As noted, we believe that making the sub-grants and participant support costs available to the widest possible audience will help with our success. Subawards will be disbursed through a solicitation for projects and the participant support costs will be disbursed through a rebate type program.

Use of VW Trust Funds to match the federal fiscal year 2018 funds for will likely focus on municipal and state-owned fleets as well as other publicly owned fleets.

#### **TIMELINE AND MILESTONES:**

Activity	Anticipated Start Date*	Comments
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Initiate RFP/Application process	Date of award	This date is dependent on the date that the AQB receives notice of award.
Select fleet	First quarter after the notice of award.	The NMED will send out an announcement for the availability of the DERA state allocation.
Project implementation	Second and third quarters after award.	This time frame will allow the NMED to draft grant agreements and get signatures.
Project completion	September 30, 2023	Projects must be completed by this date including all documentation needed for reimbursement.
*Anticipated date of award is October 1, 2019.		

## DERA PROGRAMMATIC PRIORITIES

New Mexico will ensure that the programmatic priorities, as outlined in the FY 19 State Clean Diesel Grant Program Information Guide will be met by selecting diesel emission reduction projects that achieve significant reductions in diesel emissions and reductions in diesel emission exposure from vehicles, engines, and equipment. Additionally, EPA's priorities include projects located in areas that receive a disproportionate quantity of air pollution from diesel fleets, including: truck stops; ports; rail yards; terminals; construction sites; and school bus depots/yards. The State's Clean Diesel Program will prioritize projects for diesel vehicles and equipment operating in highly populated areas, areas with sensitive receptor groups such as schools or hospitals, or areas that receive a disproportionate quantity of air pollution from diesel fleets, and in areas that are near non-attainment for other pollutants such as particulate matter. EPA has identified a list of priority counties and areas, which can be found here <https://www.epa.gov/sites/production/files/2018-04/documents/fy18-priority-counties-national.pdf>. In New Mexico, Doña Ana, Luna and Valencia Counties have been identified as a priority counties as areas with toxic air pollutant concerns as identified from the National Air Toxics Assessment data.

Diesel exhaust is a complex mixture of pollutants including particulate matter, nitrogen oxides and volatile organic compounds which contribute to smog, acid rain, climate change, and a range of health problems. Truck drivers, railroad workers and equipment operators may have an increased risk of health-related issues from occupational exposure to diesel exhaust. The PM2.5 and toxic chemicals found in diesel exhaust can lead to respiratory problems and exacerbate asthma. According to "The Burden of Asthma in New Mexico: 2014," New Mexico has a higher asthma prevalence rate when compared to the rest of the nation, with



approximately 9.6 percent of adults and 9.0 percent of children currently afflicted with the disease. EPA indicates the fine particles in diesel exhaust can aggravate asthma and cause lung damage and premature death. In 2012, the World Health Organization declared diesel exhaust to be carcinogenic to humans.

Vehicle replacements are an effective option because they eliminate the need for matching retrofit equipment to the engine or vehicle, and provide immediate, long-lasting and the highest emission reduction over the useful life of the engine. Alternative fuel vehicles accomplish emission reductions and promote the use of alternative fuels in the region. Replacing a diesel-powered vehicle with a vehicle fueled by propane, CNG or electricity eliminates the high maintenance costs associated with the newer diesel engine systems.

Engine replacements can be a cost-effective means of reducing emissions in existing vehicles, particularly for non-road equipment. Exhaust controls are another lower cost option, but they do not offer the economic incentive of fuel savings or maximizing the useful life of the vehicle or engine. NMED seeks to promote all diesel emission reduction strategies outlined in this document, to promote emissions reduction and further the improvement of promising technologies.

New Mexico intends to use VW Trust Funds to match the federal funds for the federal fiscal year 2019 grant. Projects utilizing VW Trust Funds will reduce emissions of NOx and support the goals of the New Mexico Beneficiary Environmental Mitigation Plan.

#### **EPA'S STRATEGIC PLAN LINKAGE AND ANTICIPATED OUTCOMES/OUTPUTS:**

##### **1. Linkage to EPA's Strategic Plan**

With the use of FY-19 DERA funding, the NMCDP will have profound and immediate effects reducing air pollution associated with heavy-duty diesel-fueled vehicles not only reducing the impacts on the residents of the state that are regularly exposed to the harmful emissions, but those that are at greatest risk such as the elderly, children, and the economically disadvantaged that reside near or adjacent to sources of diesel emission. The projects funded under this award will support EPA's FY 2018-22 Strategic Plan, Objective.1,1, Improving Air Quality, thus improving all quality of life for the residents through the reduction of emissions generated by heavy-duty diesel-fueled vehicles.

##### **2. Outputs**

Anticipated outputs for the New Mexico Clean Diesel include:

- a. NMED will issue a Request for Applications as described in the Project Description section of this work plan. NMED will evaluate the proposals based on program goals.
- b. The Diesel Emission Quantifier (DEQ) will be used to quantify project benefits before project selections are made.

- c. NMED will encourage the use of the funds for municipal and state fleets as well as other publicly owned fleets.
  - d. NMED will produce quarterly reports to the EPA identifying the progress of the program
  - e. Notification of grants awarded will be posted on a public facing website along with a complete list of awardees.
3. Outcomes
- a. Some specific outcomes of the New Mexico Clean Diesel Program include:
    - i. Potential Outcomes presented below were estimated using the Diesel Emissions Quantifier:
    - ii. Engine Repower: Engine repowers can provide up to one ton of NOx and 500 lbs. PM2.5 of annual emission reductions.
    - iii. Idle Reduction: Transit buses and long-distance haulers can provide 4 and 6 tons respectively of NOx emission reductions in their lifetime. Idle reduction devices also provide cost effective reductions in greenhouse gas and result in fuel savings.
  - b. Vehicle Replacements: Vehicle replacements can yield cost-effective NOx reductions and can provide sustained clean air benefits in a community. Deployment of alternative fuel vehicles and associated infrastructure promotes adoption by others and reduces petroleum imports.
  - c. Community engagement and partnership;
  - d. Better understanding, knowledge and acceptance of currently available pollution control technology and equipment by state and municipal fleet managers, fleet owners and the public and school transportation sectors;
  - e. Increased data and information on verified control equipment/technology for use by other potential users;
  - f. Expansion of alternative fuel vehicle use in the state;
  - g. Increased awareness of the health and climate change benefits of particulate controls, alternative fuels, and reduced idling in the state's transportation sector and by the traveling public who will be made aware of the program through outreach; and
  - h. Sustained or improved air quality in New Mexico.

#### **SUSTAINABILITY OF THE PROGRAM:**

The State of New Mexico will continue to seek funding to implement diesel emissions reduction projects statewide for both public and private fleets. Information with respect to the NMCDP will be placed on the AQB website and updated as appropriate to disseminate program objectives, program accomplishments, and educational information.

We intend to use this collaborative project not only to make significant reductions in diesel emissions, but also to share our experience and demonstrate to others the feasibility of the technologies so that they may be more widely adopted. The more we can implement technologies across diesel fleets, the greater the environmental benefits that can be achieved.

Once grant agreements are in place there will be press releases sent out via the NMED Public Information Officer and the grantee. The press releases will also be posted on the NMED's website. Once the project is completed the project will be documented and information with respect to the completed project will be placed on the AQB's website.

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## BUDGET NARRATIVE

### Itemized Project Budget

Budget Category	EPA Allocation	Mandatory Cost-Share	Voluntary Match (if applicable)		Line Total
			VW Mitigation Trust Funds	Other Funds	
1. Personnel	\$9,222				\$9,222
2. Fringe Benefits	\$3,228				\$3,228
3. Travel					
4. Equipment					
5. Supplies					
6. Contractual					
7. Other	\$461,131		317,553		\$778,684
<b>8. Total Direct Charges (sum 1-7)</b>	\$473,581		317,553		\$791,134
9. Indirect Charges	\$2,749				\$2,749
<b>10. Total (Indirect + Direct)</b>	\$476,330		317,553		\$793,883
11. Program Income					
12. Other Leveraged Funds*					

\*Do not include Other Leveraged Funds on SF-424 or SF-424A

### Explanation of Budget Framework

#### Personnel –

Annual Salary \$63,938	% of Time 14.4 % (300 hours)	Total Salary \$9,222
Grant Manager	\$0	\$ 0

Transportation Program Specialist	\$ 0	0	\$ 0
Total \$9,222		\$ 9,222	

#### Fringe Benefits –

FICA: 6.2%

Health Insurance: Percentage Varies

Medicare: 1.45%

Retirement: 12.5%

Dental: Percentage Varies

Life Insurance: Percentage Varies

Benefits - 35 % of Salary		Total \$3,228
Grant Manager	0	\$ 0
Transportation Program Specialist	0	\$ 0
Total \$3,228		\$ 3,228

#### Travel

No travel expenses will be charged to this grant for program implementation. Existing state funds will be used to cover such expenses if any are incurred.

#### Equipment

No equipment purchases beyond the subawards for equipment specified under “other” below will be made using these funds.

#### Supplies

No supplies will be purchased using these funds.



### Contractual

No contractual/consultant services are anticipated to be needed for this project.

### Other

Subawards and participant support costs will be made under this category and the details of those subawards and costs will not be known prior to the completion of a solicitation for project proposals. NMED intends to issue subawards via grant agreements with eligible applicants and for eligible projects as described in New Mexico's Program Plan, which is consistent with EPA's DERA program requirements. All subawards will be made according to the Terms and Conditions of the award agreement.

Category	Amount
Subawards	\$0
Total	\$0

### Indirect Charges -

Indirect Costs = 2.73% of the sum of personnel and fringe benefits. <b>Total Indirect Costs</b>	
<b>Grant Manager</b>	\$ 0
<b>Transportation Program Specialist</b>	\$ 0
<b>Total</b>	\$0

### Administrative Costs Expense Cap

Based on the calculations completed in the tables above, the administrative costs are below the 15% allowable cap.

### Matching Funds and Cost-Share Funds

As stated in Appendix D-2 of the Partial Consent Decree for the Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation, an eligible mitigation action expenditure is to utilize trust funds for the non-federal voluntary match of the Diesel Emission

Reduction Act (DERA) grant. New Mexico intends to use this option to match the federal funds for the fiscal year 2018 grant using the Volkswagen Trust Funds, provided they are available in time.

In the event that the Volkswagen settlement funds are not made available during the project period of this assistance agreement and New Mexico decides to not match the DERA base allocation, the State will submit an amendment to the award to decrease the total award amount down to the EPA base allotment of \$317,553 and return the state Match Bonus funds totaling \$158,777.

The mandatory cost-share funds will be determined after a solicitation of projects has been completed. The solicitation of projects will be completed with a focus on public fleets (municipal and state) and the cost share funds will be provided by the subaward grantees.

### **Funding Partnerships**

NMED will collaborate with other state agencies, municipalities and school districts, public and private transit companies, and marine operators and private fleets. As noted, we believe that making the sub-grants and participant support costs available to the widest possible audience will help with our success.