

## **Volkswagen Environmental Mitigation Trust**

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

**State of Alaska Project 005 – Supplemental School Bus Replacement**

**REVISED (12/2024)**

**Prepared by**



ALASKA ENERGY AUTHORITY

**BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION**Beneficiary Alaska

Lead Agency Authorized to Act on Behalf of the Beneficiary Alaska Energy Authority  
*(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>	<b>Supplemental School Bus Replacement REVISED</b>
<b>Beneficiary's Project ID:</b>	<b>34034</b>
<b>Funding Request No:</b>	<b>005</b>
<b>Request Type: (select one or more)</b>	<input type="checkbox"/> Reimbursement <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Other (specify): <b>REVISION</b>
<b>Payment to be made to: (select one or more)</b>	<input type="checkbox"/> Beneficiary <input checked="" type="checkbox"/> Other (specify): <b>N/A – Returning Funds</b>
<b>Funding Request &amp; Direction (Attachment A)</b>	<input checked="" type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

**SUMMARY**

<b>Eligible Mitigation Action</b> <input type="checkbox"/> Appendix D-2 item (specify): <u>EMA 2 Class 4-8 School Bus</u> <b>Action Type</b> <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal):
<b>Explanation of how funding request fits into Beneficiaries Mitigation Plan (5.2.1):</b>  As described in the Alaska Beneficiary Mitigation Plan Amendment, Alaska intends to allocate an additional approximately 10% of the State Trust for the replacement of school buses, as a supplement to the two competitive RFA solicitations (spring 2019 and fall 2019). Alaska Project 005 is for the replacement of 8 school buses over-subscribed from applications submitted during the previous two competitive solicitations.
<b>Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):</b>  AEA will use VW Trust funds to replace 8 older diesel school buses with new cleaner diesel buses in the following school districts: Anchorage School District (1); Kenai Peninsula Borough School District (1); Kake City School District (1); Matanuska-Susitna Borough School District (3); Juneau School District (1); and Kodiak Island School District (1).  Consistent with the Beneficiary Mitigation Plan, Alaska developed a competitive school bus replacement program where each bus was scored independently based on the location of its route of operation and the relative amounts of: 1) ambient on-road NOx emissions; 2) CAA non-attainment areas, CAA maintenance areas, or ambient diesel particulate matter (DPM) emissions; 3) EPA environmental justice index (EJI) of at-risk populations and their exposure to DPM; 4) EPA EJI of at-risk populations and their exposure to traffic proximity and volume; 5) voluntary matching funds; and 6) cost-effectiveness in the lifetime reduction of NOx. Buses operated in areas of relatively poorer ambient air quality or in areas of at-risk communities exposed to DPM, or traffic proximity and volume received higher scores as did bus replacements that would result in greater lifetime NOx reduction. Research shows there is no safe level of exposure to diesel particulate matter.
<b>Estimate of Anticipated NOx Reductions (5.2.3):</b>  The estimated lifetime reduction in NOx emissions is 3.24 short tons over the remaining life of the engines: Anchorage school bus (0.96 short tons); Matanuska-Susitna Borough school buses (0.91 short tons); Kenai

Peninsula Borough school bus (0.50 short tons); Kodiak Island school bus (0.14 short tons); Kake City school bus (0.44 short tons); Juneau school bus (0.29 short tons).

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

Alaska Energy Authority

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

AEA will follow the guidance set forth in Appendix D-3. AEA will make records related to the VW Trust publicly available on AEA's website (<http://www.akenergyauthority.org/programs/vwsettlement>). Any VW Trust records not posted on AEA's website will be made available to the public under the Alaska Public Records Act (AS 40.25) and the Act's implementing regulations (2 AAC 96), unless one of the following applies: (1) the records are not "public records," as defined in AS 40.25.220(3); (2) the records are protected under state or federal law or otherwise exempt from disclosure under AS 40.25.120(a); (3) the records are excluded from the Act under another state statute; or (4) the records are readily available for public inspection—e.g., available on the Internet or "during state business hours in an agency's office or in a public library," 2 AAC 96.100(b). (The Alaska Public Records Act does not require AEA "to compile or summarize" records or "to manipulate its data to create new records." 2 AAC 96.210.)

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

The cost of the new diesel school buses, shipping, onboarding and scrappage of the old buses will be 100% funded with VW State Trust funds for all of the school districts except Kake City School District which is providing voluntary matching funds of \$15,000, respectively. A detailed budget estimate is included in Attachment D.

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

Pursuant to subparagraph 4.2.8, within 30 days of the filed Notice of Beneficiary Designation listing Alaska as a Beneficiary of the State Trust, the Alaska Energy Authority provided a copy of the State Trust agreement to all federal agencies that have custody, control, or management of land within or adjacent to Alaska (National Park Service, US Forest Service, US Fish and Wildlife Service, Bureau of Land Management) via certified mail. AEA was not notified by the NPS, USFWS or BLM of their interest. During Alaska's public comment period regarding the draft Beneficiary Mitigation Plan, USFS staff from Tongass National Forest expressed interest in EV charging stations and electrification of the tour bus fleet in Juneau.

**If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).**

Consistent with the Beneficiary Mitigation Plan, Alaska developed a competitive school bus replacement program where each bus was scored independently based on the location of its route of operation and the relative amounts of: 1) ambient on-road NOx emissions; 2) CAA non-attainment areas, CAA maintenance areas, or ambient diesel particulate matter (DPM) emissions; 3) EPA environmental justice index (EJI) of at-risk populations and their exposure to DPM; 4) EPA EJI of at-risk populations and their exposure to traffic proximity and volume; 5) voluntary matching funds; and 6) cost-effectiveness in the lifetime reduction of NOx. Buses operated in areas of relatively poorer ambient air quality or in areas of at-risk communities exposed to DPM, or traffic proximity and volume received higher scores as did bus replacements that would result in greater lifetime NOx reduction. Research shows there is no safe level of exposure to diesel particulate matter.

**ATTACHMENTS**  
**(CHECK BOX IF ATTACHED)**

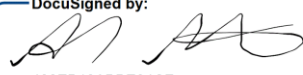
X	<b>Attachment A</b>	Funding Request and Direction
X	<b>Attachment B</b>	Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
X	<b>Attachment C</b>	Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).
X	<b>Attachment D</b>	Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]
N/A	<b>Attachment E</b>	DERA Option (5.2.12). [Attach only if using DERA option.]
N/A	<b>Attachment F</b>	Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.]

## **CERTIFICATIONS**

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

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

**DATED:** 12/11/2024 | 2:54:26 PM AKST

DocuSigned by:  
  
408EB19ABBE04CF...  
**Audrey Alstrom**  
**REEE Program Director**

**Alaska Energy Authority**  
[LEAD AGENCY]

**for**

**Alaska**  
[BENEFICIARY]

Initial  
**PE**

**ATTACHMENT B**  
**Project Management Plan**  
**Schedule and Milestones**

<b>School Bus Replacement Milestone</b>	<b>Date</b>
Lead Agency (AEA) provides Notice of Availability of Mitigation Action Funds for School Bus Repower/Replacement Program	September 16, 2019
AEA hosts one webinar to explain application process and use of the EPA Diesel Emission Calculator tool	October 10, 2019
Project Sponsors (School Districts) submit proposals to AEA	November 2019
AEA provides written approval of Project Sponsors' proposals	January 2020
AEA submits Project Certification (D-4) to Trustee for advance funded projects	January 2020
Trustee acknowledges receipt of D-4 and funding direction	March 2020
Trustee allocates share of funds to AEA for approved projects	March 2020
Grant/Contract agreements between AEA and School Districts signed for approved projects	March 2020
School Districts procure new buses; new buses delivered and on-boarded; old buses scrapped in approved manner	January 2020 – December 2022
School Districts certify project completion through submittal of evidence of old bus scrapping, invoices and other documents required for reimbursement	Within 30 days of project completion and no later than January 31, 2023
AEA reviews submissions, requests corrections if necessary, and provides reimbursement	Within 30 days of submittal and no later than February 28, 2023
AEA reports to Trustee semi-annually on status of mitigation actions completed and expenditures and reports project completion.	July 2020, January 2021, July 2021, January 2022, July 2022 January 2023, July 2023

**Budget**

<b>Alaska Project 005 Period of Performance: 1/1/2020 - 02/28/2023</b>			
<b>Budget Category</b>	<b>Total Approved Budget</b>	<b>Share of Total Budget funded by VW Trust</b>	<b>Cost Share</b>
Equipment Expenditure	\$889,168	\$874,168	\$15,000
Contract Support	\$0	\$0	\$0
Subrecipient Support	\$1,700	\$1,700	\$0
Administrative (<15%)	\$133,630	\$133,630	\$0
<b>Project Totals</b>	<b>\$1,024,498</b>	<b>\$1,009,498</b>	<b>\$15,000</b>
<b>Percentage</b>		<b>99%</b>	<b>1%</b>

## **Projected Trust Allocations**

	2019			2020		2021
	Project 001	Project 002	Project 003	Project 004	Project 005	
1. Anticipated annual project funding request to be paid through the Trust	\$497,449	\$321,711	\$2,169,317	\$2,066,925	\$1,009,498	
2. Anticipated annual cost share	\$1,076,051	\$936,063	\$57,600	\$112,992	\$15,000	
3. Anticipated total project funding by year (line 1 plus line 2)	\$1,573,500	\$1,257,774	\$2,226,917	\$2,179,917	\$1,024,498	
4. Cumulative Trustee payments made to date against cumulative approved beneficiary allocation	\$0	\$497,449	\$819,160	\$2,988,477	\$5,055,402	
5. Current beneficiary project funding to be paid through the Trust (line 1)	\$497,449	\$321,711	\$2,169,317	\$2,066,925	\$1,009,498	
6. Total funding allocated to beneficiary, inclusive of current action by year (line 4 plus line 5)	\$497,449	\$819,160	\$2,988,477	\$5,055,402	\$6,064,900	
7. Beneficiary share of estimated funds remaining in Trust	\$8,125,000	\$8,125,000	\$8,125,000	\$8,125,000	\$8,125,000	
8. Net beneficiary funds remaining in Trust, net cumulative beneficiary funding actions (line 7 minus line 6)	\$7,627,551	\$7,305,840	\$5,136,523	\$3,069,598	\$2,060,100	

## **ATTACHMENT C**

### **Detailed Plan for Reporting on EMA Implementation**

The Alaska Energy Authority (AEA) will provide detailed reporting on the school bus replacement project (Project 005) on its public VW website and will fulfill its reporting obligations to Wilmington Trust.

AEA's VW website (<http://www.akenergyauthority.org/What-We-Do/Grants-Loans/Volkswagen-Diesel-Settlement-Grants>) was created specifically to provide information related to the Trust, settlement documents, and Alaska's plans for disbursement, funding opportunities and implementation information. In order to provide transparency and accountability, AEA will post timely updates on information, including but not limited to:

- General information on the Partial Consent Decrees and State Trust Agreement
- Alaska Beneficiary Mitigation Plan
- Request for Applications (RFAs) as funding opportunities arise
- All public records supporting funding requests AEA submits to the Trustee and all public records supporting all expenditures of the Trust fund, subject to confidentiality laws and until the Termination Dates of the State Environmental Mitigation Trust Agreement.
- Contact information

AEA will periodically evaluate the implementation of the Beneficiary Mitigation Plan and EMAs to determine if revisions to the plan are necessary to achieve the goals outlined in the plan. Any changes to the plan will be posted on AEA's VW website for at least 30 days prior to implementation.

In addition, the State will also comply with the reporting requirements listed in the Environmental Mitigation Trust Agreement for State Beneficiaries in subparagraph 5.3:

*For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. ... These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust's public-facing website upon receipt.*



## **ATTACHMENT D**

### **Detailed cost estimate**

<b>Budget Category</b>	<b>Total Approved Budget</b>	<b>VW State Trust</b>	<b>Cost Share</b>
<b>Equipment</b>			
<b>Anchorage SD (ASD)</b>			
1 DEF ULSD Type D bus @ \$138,000 each <sup>1</sup>	\$138,000	\$138,000	\$0
Shipping 1 buses @ \$9,363 each <sup>2</sup>	\$9,363	\$9,363	\$0
<b>Kenai Peninsula Borough SD (KPBSD)</b>			
1 DEF ULSD Type D bus @ \$138,500 each <sup>3</sup>	\$138,500	\$138,500	\$0
Shipping 2 buses @ \$9,305 each <sup>3</sup>	\$9,305	\$9,305	\$0
<b>Kake City SD (KCSD)</b>			
1 Diesel bus @ \$110,000 each <sup>4</sup>	\$110,000	\$95,000	\$15,000
Shipping 1 bus @ \$5,000 each <sup>4</sup>	\$5,000	\$5,000	\$0
<b>First Student (JSD, KIBSD, MSBSD)</b>			
5 Thomas Built Saf-T-Liner C-2 Diesel buses @ \$95,106 each <sup>5</sup>	\$457,530	\$457,530	\$0
Shipping 5 buses @ \$860 each <sup>5</sup>	\$4,300	\$4,300	\$0
<b>Contingency<sup>4,5</sup></b>	\$17,170	\$17,170	
<b>Subrecipient</b>			
ASD Labor/cost for scrappage of 1 bus at \$350 each <sup>6</sup>	\$350	\$350	\$0
KPBSD Labor/cost for scrappage of 1 bus at \$350 each <sup>6</sup>	\$350	\$350	\$0
KCSD Labor/cost for scrappage of 1 bus at \$1,000 each <sup>4</sup>	\$1,000	\$1,000	\$0
<b>Administrative</b>			
Administrative (<15% project cost)	\$133,630	\$133,630	
<b>Project Totals</b>	<b>\$1,024,498</b>	<b>\$1,009,498</b>	<b>\$15,000</b>
<b>Percentage</b>		<b>99%</b>	<b>1%</b>

<sup>1</sup> ASD assumed 2019 bus would cost 3% more (\$133,671.34) than actual cost of 2018 bus (\$129,788). ASD will put out an ITB for new buses. AEA is requesting 3% more (\$138,000) than ASD's 2019 estimate as a contingency to account for possible cost of 2020 bus.

<sup>2</sup> ASD provided a July 2019 shipping cost estimate of \$9,363.

<sup>3</sup> KPBSD provided June 2019 cost estimate of \$138,500 for 2020 bus and \$9,305 for shipping.

<sup>4</sup> KCSD estimated cost of \$110,000 for the bus, \$5,000 for shipping and \$1,000 for scrappage for a total estimate of \$116,000 for which they will match \$15,000. AEA is requesting a total of \$105,000 per bus for KCSD to include \$4,000 as contingency per bus to cover any additional costs.

<sup>5</sup> FS-MSBSD estimated cost of \$91,506 for each bus and \$860 for shipping and did not include any cost for scrappage for a total estimate of \$92,366. AEA is requesting a total of \$95,000 per bus for FS-MSBSD to include \$2,634 as contingency per bus to cover any additional costs.

<sup>6</sup> ASD and KPBSD provided labor and bus scrappage cost estimate of \$325. AEA is requesting slightly more (\$350) as a contingency.

**Detailed cost – (Based on actuals)**

Summary of Project 005 Costs							
	Total Funds Obligated	Total Funds Expended	VW Mitigation Funds		Grantee Match Funds		Notes
			Obligated	Expended	Obligated	Expended	
Anchorage School District	\$133,395.26	\$133,395.26	\$133,395.26	\$133,395.26	\$0.00	\$0.00	6 of 13 total buses
Kenai Peninsula Borough School District	\$133,221.43	\$133,221.43	\$133,221.43	\$133,221.43	\$0.00	\$0.00	
First Student, Inc.	\$528,687.92	\$528,687.92	\$481,000.00	\$481,000.00	\$47,687.92	\$47,687.92	
Kake City School District	\$137,834.76	\$137,834.76	\$111,914.00	\$111,914.00	\$25,920.76	\$25,920.76	90% of 1 of 2 buses
Unspent	\$0.00	\$0.00	\$16,164.47				
Administrative Costs	\$133,802.84	\$133,802.84	\$133,802.84	\$133,802.84	\$0.00	\$0.00	
							<b>Total to Return</b>
							<b>To VW Admin</b>
Unused Project Funds							<b>\$16,164.47</b>
Unused Administrative Cost							
Interest Earnings							<b>\$4,429.46</b>
TOTALS	\$1,066,942.21	\$1,066,942.21	\$1,009,498.00	\$993,333.53	\$73,608.68	\$73,608.68	<b>\$20,593.93</b>

Initial  
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## Certificate Of Completion

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 Document Pages: 12  
 Certificate Pages: 5  
 AutoNav: Enabled  
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 aalstrom@akenergyauthority.org  
 Director of AEEE Program  
 AEA  
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