

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

## BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

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Beneficiary \_\_\_\_\_

Lead Agency Authorized to Act on Behalf of the Beneficiary \_\_\_\_\_  
(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>Beneficiary's Project ID:</b>	
<b>Funding Request No.</b>	(sequential)
<b>Request Type:</b> (select one or more)	<input type="checkbox"/> Reimbursement <input type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____
<b>Payment to be made to:</b> (select one or more)	<input type="checkbox"/> Beneficiary <input type="checkbox"/> Other (specify): _____
<b>Funding Request &amp; Direction (Attachment A)</b>	<input 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): _____ <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 Beneficiary's Mitigation Plan (5.2.1):</b>
<b>Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):</b>
<b>Estimate of Anticipated NOx Reductions (5.2.3):</b>
<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>
<b>Describe how the Beneficiary will make documentation publicly available (5.2.7.2).</b>
<b>Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).</b>
<b>Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).</b>

**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).**

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

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

**CERTIFICATIONS**

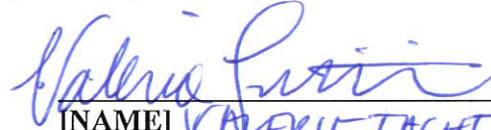
**By submitting this application, the Lead Agency makes the following certifications:**

- 1. This application is submitted on behalf of Beneficiary \_\_\_\_\_, 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:

17 March 2025



[NAME] KAVERIE TACHIKIS

[TITLE] DEPUTY GENERAL COUNSEL

Indiana Department of Environmental Management

[LEAD AGENCY]

for

State of Indiana

[BENEFICIARY]

## **Appendix D-4 Summary Details**

### **Eligible Mitigation Action Type:**

Category 2: Shuttle Buses

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

Indiana will generally fund all eligible mitigation action (EMA) types included in Appendix D-2 of the national consent decree. The Mission Statement and Overall Goals are described below:

In promoting the reduction of emissions of NO<sub>x</sub>, the Indiana Volkswagen Environmental Mitigation Trust Fund Program will prioritize sustainable projects that are transformative, positively impacting the environment, enhancing the health and well-being of residents, and promoting Indiana's growing economy.

The Program will focus on technological change and advancement with resiliency and favoring use of domestic fuel, where possible.

The goals of the Indiana Volkswagen Mitigation Trust Program include:

- Improving air quality across Indiana through cost-effective NO<sub>x</sub> emission reduction strategies
- Maximizing diesel emission reductions across Indiana, while considering various categories of sensitive populations as areas of specific focus
- Providing appropriate considerations to projects that have diesel emission reductions that go beyond just NO<sub>x</sub>, including PM<sub>2.5</sub>, hydrocarbons (HC), carbon monoxide (CO), and carbon dioxide (CO<sub>2</sub>)
- Encouraging leveraging of project partner funds with VW Trust funds to further the reach of the Indiana program

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

This project is for the purpose of purchase, installation, operation and maintenance of one (1) 2024 model-year, or newer, U.S. EPA emission compliant all-electric-powered shuttle bus that will REPLACE one (1) of the Grantee's model year 1992-2009 existing shuttle buses that will be used for the same purpose. The replacement vehicles will be located and primarily operated in-and-around Indianapolis, Indiana.

All-electric-powered shuttle buses dramatically improve air quality and the quality-of-life conditions for operators, technicians, and citizens in the areas of operation due to notably lower tailpipe emissions in addition to less noisy engine operations.

The lifetime estimated emission reductions of pollutants according to U.S. EPA's Diesel Emission Quantifier (DEQ) include 2.157 tons of nitrogen oxides (NO<sub>x</sub>) and 0.011 tons of fine particulate matter (PM<sub>2.5</sub>).

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

Over the lifetime of this shuttle bus, U.S. EPA's DEQ model estimates this project will result in a NOx reduction of 2.157 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):**

Indiana Department of Environmental Management

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

In October of 2017, IDEM published a website with specific information on the national mitigation trust as well as the Indiana program. The website included an opportunity to sign up for automated updates to make sure interested parties were always kept apprised of any changes made to the program website. This web portal will be the location for all information related to the Indiana Volkswagen Mitigation Trust Program.

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

Indiana will use Volkswagen Mitigation Trust funds to reimburse non-government-owned fleet and equipment owners at the levels specified in Appendix D-2 of the national mitigation trust. IDEM will also use Volkswagen Mitigation Trust funds to reimburse government-owned fleets and equipment at the same level as non-government owned fleet and equipment owners, as opposed to the full cost reimbursement permitted by Appendix D-2.

Specifically, for this project, the Indiana Volkswagen Mitigation Trust Program will cover up to 69% of the total project cost while the Grantee and/or other programs covers the remaining 31%.

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

The Indiana Department of Environmental Management notified representatives as identified in Appendix D-2 of the national consent decree via email in March of 2018.

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

Not applicable to this specific project.

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### **Attachment B Details**

#### **Project Schedule and Milestones:**

Indiana announces Round 2 – VW Onroad and Nonroad funding opportunity via online Request for Proposals (RFP)	March 3, 2020
Deadline for Round 2 – VW Onroad and Nonroad program applications	May 1, 2020
Indiana notifies applicants of award decisions	May 28, 2020
Funding Agreement between Indiana and Grantee is fully executed	September 8, 2020
Grantee project implementation	September 8, 2020 to September 30, 2025
Indiana reviews programmatic, financial, and other materials for compliance with Appendix D-2 of the national consent decree	Ongoing
Indiana submits Appendix D-4 to Trustee to initiate payment to Grantee in accordance with Payee Contact and Wire Information form along with other supporting documentation	March 14, 2025
Indiana coordinates with Trustee on any questions or issues that arise related to the submitted Appendix D-4	March 14, 2025 to D-4 approval
Trustee responds to Indiana Appendix D-4	Within 60 days of submittal
Trustee disburses payment to Grantee	Within 15 days of Appendix D-4 approval

#### **Project Budget:**

<b>Project Description</b>	<b>Indiana VW Mitigation Trust Grant Not to Exceed Total</b>	<b>Grantee Cost Share Not Less than Total</b>	<b>Project Total</b>
Task A  The purchase, installation, operation and maintenance of one (1) 2024 2020 model-year, or newer, U.S. EPA emission compliant all-electric-powered shuttle bus that will REPLACE	\$636,787.00	\$291,963.00	\$928,750.00

one (1) of the Grantee's model year 1992-2009 existing diesel-powered shuttle buses that will be used for the same purpose. The replacement vehicles will be located and primarily operated in-and-around Indianapolis, Indiana.			
Percentage	69%	31%	100%

**State of Indiana Total Trust Allocation:**

1) State of Indiana's Total Trust Allocation	\$40,935,880.59
2) Obligated Awards from Previous D-4 Submittals	\$29,205,928.15
3) State of Indiana's Net Remaining Allocation Prior to this D-4 Submittal	\$11,729,952.44
4) Current D-4 Funding Request Total	\$636,787.00
5) State of Indiana's Remaining Allocation After this D-4 Submittal	\$11,093,165.44

**Projected Allocation Totals per Project Type:**

	<b>Total per Category</b>	<b>Annually Based on Expected Project Reimbursements</b>
<b>Total Trust</b>	\$40,935,880.59	NA
<b>To EV (15%) over 5 years (2021 to 2025)</b>	\$6,140,382.09	\$2,046,794.03
<b>To Admin (3%) over 5 years (2020 to 2025)</b>	\$1,228,076.42	\$307,019.11
<b>To EMAs (82%) over 5 years (2020 to 2025)</b>	\$33,567,422.08	\$11,189,140.69



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**Projected Trust Allocations:**

	2020	2021	2022	2023	2024
1) Anticipated Annual Project Funding Request to be paid through the Trust	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$15,000,000.00
2) Anticipated Annual Cost Share (Administrative Costs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3) Anticipated Total Project Funding by Year (Line 1 + Line 2)	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$15,000,000.00
4) Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$3,895,454.40	\$4,710,898.20	\$5,165,086.48	\$7,494,846.85	\$7,629,829.70
5) Current Beneficiary Project Funding to be paid through the Trust (Line 1)	\$101,199.00	\$130,705.00	\$9,000.00	\$68,908.52	\$636,787.00
6) Total Funding Allocated to Beneficiary, inclusive of Current Action by Year (Line 4 + Line 5)	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$8,266,616.70
7) Beneficiary Share of Estimated Funds Remaining in Trust at Beginning of Year	\$40,935,880.59	\$36,939,227.19	\$32,097,623.99	\$26,923,537.51	\$19,359,782.14
8) Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (Line 7 – Line 6)	\$36,939,227.19	\$32,097,623.99	\$26,923,537.51	\$19,359,782.14	\$11,093,165.44

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### **Attachment C Details**

#### **Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11):**

The Indiana Department of Environmental Management (IDEM) is committed to meet the reporting requirements as detailed in Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries. Specifically, this subparagraph states:

“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. Beneficiaries may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. 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.”

IDEM will meet these obligations in coordination with our project partners. Project partners are obligated to provide IDEM the necessary information for reports to the Trustee through the Funding Agreements between IDEM and each project partner. This language states:

#### **“4. Implementation and Reporting Requirements**

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and the plans and specifications contained in its Funding Application. Modification of the Project shall require prior written approval from IDEM. If IDEM determines that the Grantee is not making adequate progress in implementation of the approved Project in accordance with **Attachment A**, IDEM may rescind the award.

B. The Grantee shall submit to IDEM written progress reports until the completion of the Project. These reports shall be submitted in accordance with the reporting schedule contained in **Attachment C** and shall contain such detail of progress or performance on the Project as is required under the terms of the Volkswagen Diesel Emissions Environmental Mitigation Trust. If additional documentation is required for IDEM to meet reporting obligations under the

Volkswagen Diesel Emissions Environmental Mitigation Trust, IDEM may request such documentation as necessary at any time during the term of this Agreement.”

#### **Attachment D Details**

**Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6):**

Detailed in the following pages:



Indianapolis Airport Authority  
7800 Col. H. Weir Cook Memorial Dr.  
Indianapolis, Indiana 46241  
www.indianapolisairport.com  
317.487. office  
317.487. fax

March 4, 2024

Shawn M. Seals  
Senior Environmental Manager  
Indiana Department of Environmental Management  
Office of Air Quality – Mail Code 61-50  
100 North Senate Avenue  
Indianapolis, IN 46204-2251

RE: VW Project Funding Agreement ONR2-011 Request for Reimbursement

Mr. Seals:

The below information is to satisfy the invoice requirements for the VW Project Funding Agreement with the Indianapolis Airport Authority. Included with this invoice is Exhibit A which is the copies of invoices and check copy for the Gillig electric bus, Exhibit B which is the cancelled checks for proof of payment to Gillig, and Exhibit C which is Certification of Vehicle Scrappage and appropriate pictures. IAA also purchased and installed a charger that is not included in the documentation. The total cost of the project exceeded the agreement's project total budget.

1.	Agreement Number	ONR2-011
2.	Invoice Number	1
	Invoice Date	3/4/2025
3.	Agreement Grant Amount	\$636,787.00
	Agreement Project Total	\$849,050.00
	Agreement Grant %	75%
4.	Total Project Costs	\$928,750.00
	IAA Share of Costs	\$291,963.00
	Amount Requesting Reimbursement	\$636,787.00

The below information is the Indianapolis Airport Authority wire transfer information.

Bank Name	JPMorgan Chase Bank, N.A.
Branch Name	JPMorgan Chase
Branch Address	PO Box 182051 Columbus, OH 43218-2051
Fed Wire ABA Number	
Wire Transfer Account Number	
Account Name	Grant Reimbursements
Wire Transfer Instructions	For Credit to INDIANAPOLIS AIRPORT AUTHORITY account GRANT REIMBURSEMENTS

The incurred costs requesting for reimbursement were expended in furtherance of the Agreement. Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Cavender". The signature is fluid and cursive, with the first name "Todd" being more prominent than the last name "Cavender".

Todd Cavender  
Director, Environment and Sustainability

cc: Correspondence File

# Exhibit A

Indianapolis Airport Authority  
Capital Improvement Fund  
7800 Col. H. Weir Cook Memorial Dr., Suite 100  
Indianapolis, Indiana 46241 USA

No.3257037

JPMORGAN CHASE BANK, N.A  
INDIANAPOLIS, IN

20-1/740

Date: 11/21/24

*Nine hundred twenty-eight thousand seven hundred fifty & xx/100 Dollars*

\*\*\*928,750.00

Pay To The Order Of  
GILLIG LLC  
PO BOX 743244  
LOS ANGELES, CA 90074  
United States

*Brian L. Khan*  
*Ramon E. Thomas*

INDIANAPOLIS AIRPORT AUTHORITY

Vendor: 20275 - GILLIG LLC

Check No. [REDACTED]

Date: 11/21/24

DATE	INVOICE #	DESCRIPTION	NET AMOUNT
10/04/24	75542	3389-001/PO# 8002188/SHUTTLE BUS REPLACEMENT PARKING - 2022 & 2023	\$928,750.00
Total			\$928,750.00



DETACH STATEMENT BEFORE DEPOSITING CHECK  
THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED ABOVE  
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

**CIP - Invoice Approval Form**  
**(without Retainage)**

Vendor Name Gillig LLC  
Invoice Date 10/04/24  
Invoice Number 75542  
Invoice Amount \$928,750.00

Contract/Task # 3389-001  
Invoice Description Shuttle Bus Replacement  
Parking - 2022 & 2023  
Project # I-23-027-3389

PO# [REDACTED]

✓

XBE Vendor Name		XBE Amt Paid	
Supplier 1		\$	-
Supplier 2		\$	-
XBE Total		\$	-

PO Match \$928,750.00

*amp*  
*401536*

Invoice Total - Must match amount above	\$ 928,750.00
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INVOICE  
(BILL OF SALE)  
CUSTOMER COPY

NEW REMIT PAYMENT TO:  
GILLIG LLC  
P.O. BOX 743244  
LOS ANGELES, CA 90074-3244  
PHONE NO.: (510)264-5068

011/18

INVOICE NUMBER 75542  
INVOICE DATE 10/4/2024

**SOLD TO**  
Indianapolis Airport Authority  
7800 Col. H. Weir Cook Memorial Dr.  
Indianapolis, IN 46241

**SHIP TO**  
Indianapolis Airport Authority  
200 S. Banner Ave.  
Indianapolis, IN 46241

CONTRACT NUMBER: RFQ Electric Shuttle Buses 2022-2026  
CONTRACT DATE:  
P.O. NUMBER: 8002188  
P.O. DATE:

BUS NO: N/R  
VIN NUMBER: 15GGD2813R3200502  
CHASSIS S/N: 200502  
ENGINE S/N:  
TRANSMISSION S/N:

ONE GILLIG "LOW FLOOR ELECTRIC" TRANSIT BUS, 40 FOOT LENGTH, IN COMPLIANCE WITH BID SPECIFICATIONS

UNIT PRICE AS OF PRICE SUMMARY DATED 12/1/23  
Indianapolis Airport - RFQ Electric Shuttle Buses 2022-2026

\$928,750.00

*Handwritten signature*  
10/30/24

Federal Tax ID: [REDACTED]  
Effective: 04/01/09

TOTAL INVOICE AMOUNT: \$928,750.00

For ACH Options Please Contact Sonya Sepulveda via email: [sssepulveda@gillig.com](mailto:sssepulveda@gillig.com)

# Exhibit B

Print

Check/Serial#:3257037

Account#:935254698

Amount: 928,750.00

Indianapolis Airport Authority  
Capital Improvement Fund  
7800 Col. H. Weir Cook Memorial Dr., Suite 100  
Indianapolis, Indiana 46241 USA

JPMORGAN CHASE BANK, N.A.  
INDIANAPOLIS, IN

No.3257037

20-1/740

Date: 11/21/24

*Nine hundred twenty-eight thousand seven hundred fifty & 11/100 Dollars*

\$\$\$928,750.00

Pay To The Order Of  
GILLIG LLC  
PO BOX 743244  
LOS ANGELES, CA 90074  
United States

*Buchanan & Blane*  
*Robert E. Thomas*

\_\_\_\_\_

1. The first step is to identify the problem. This involves understanding the current situation and the goals that need to be achieved.

[illegible]