BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary Nevada

Lead Agency Authorized to Act on Behalf of the Beneficiary Nevada Division of Environmental Protection
(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	DEMF - WYLEES Electric School Bus Project
Beneficiary's Project ID:	NVDEMF 26-01 (DEP-S26-023)
Funding Request No.	*(sequential)* NVFRN 127
Request Type: **(select one or more)**	☐ Reimbursement ■ Advance ☐ Other (specify):
Payment to be made to: **(select one or more)**	☐ Beneficiary ▣ Other (specify): Western Youth Leadership, Engagement, and Empowerment
Funding Request & **Direction (Attachment A)**	▣ Attached to this Certification ☐ To be Provided Separately

SUMMARY

Eligible Mitigation Action Action Type	■ Appendix D-2 item (specify): Category 2 ☐ Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal):

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

See pages 4-5 for detailed information on the mitigation action item including community and air quality benefits.

Estimate of Anticipated NOx Reductions (5.2.3):

It is anticipated that this project will mitigate 0.215 tons of NOx.

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

The Nevada Division of Environmental Protection

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

Please refer to pages 6-9 of this submittal for this description.

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

Total project budget:	Project costs paid by the Trust:		Cost share requirement:
$ 456,459.85	General Trust Costs	Project Admin Costs	$ 0.00
	$ 456,459.85	$ 0.00	

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

NDEP sent emails to the representatives from the U.S. Department of the Interior and the U.S. Department of Agriculture listed in subparagraph 4.2.8 of the State Trust Agreement on February 23, 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).
The vehicle replacement project will be located in Clark County, Nevada. Clark County is an area of Nevada that has historically borne a disproportionate share of the state's air pollution burden.

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** Nevada**, 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: 6/22/2024

Andrew Tucker
[NAME]

andrew Tucker
[SIGNATURE]

Chief, Bureau of Air Quality Planning
[TITLE]

Nevada Division of Environmental Protection
[LEAD AGENCY]

for

Nevada
[BENEFICIARY]

DETAILED DESCRIPTION OF MITIGATION ACTION ITEM INCLUDING COMMUNITY AND AIR QUALITY BENEFITS (5.2.2)

The Nevada Division of Environmental Protection (NDEP) is submitting this Eligible Mitigation Action Category 2 – Class 4-8 School Bus replacement project to support the early retirement and replacement of one diesel-powered school bus. The vehicle is owned and operated by WYLEES and will be replaced with one new battery-electric school bus and associated charger, located within Clark County, Nevada. Upon completion of this project, the permanent scrapping of one publicly-owned school bus will provide a direct benefit to air quality.

Details regarding the unit being replaced through this project, as well as the replacement unit, are included on page 5 of this submission. The NDEP will work with the entity on the scrappage of the program-eligible school bus and will coordinate with their staff for routine updates and possible site visits to ensure a timely and efficient completion of this project. The NDEP will not seek to close out WYLEES's project until they have provided sufficient scrappage evidence to the NDEP.

The total expected lifetime emissions reductions are provided in the table below. Emissions reductions were quantified using the EPA's Diesel Emission Quantifier.[1]

Pollutant	Emissions Reductions (tons)
NOx	0.215
$PM_{2.5}$	0.017
CO	0.089
HC	0.048
CO_2	51.8

[1] The EPA's Diesel Emission Quantifier can be found online at https://cfpub.epa.gov/quantifier/index.cfm?action=main.home.

Fleet Information		Group 1
CURRENT VEHICLE INFORMATION	Group Name:	1
	Fleet Owner:	WYLEES
	Publicly or Privately Owned?:	Public
	Group Type:	On Highway
	Place of Performance	
	- State(s):	Nevada
	- County:	Clark
	- City:	Las Vegas
	- Zip Code:	89169
	Vehicle or Engine Group Sector:	
	Target Fleet Type:	School Bus
	On Highway Weight Class:	Class 7
	On Highway Description:	School Bus
	Quantity:	1
	Vehicle Identification Number(s):	1T75U3B29Y1084564
	Vehicle Make:	Thomas Built
	Vehicle Model:	Saf-T-Liner ER School Bus
	Vehicle Model Year:	2000
	Engine Serial Number(s) :	45860221
	Engine Make:	Cummins
	Engine Model:	ISC
	Engine Model Year:	1999
	Engine Tier:	
	Engine Horsepower:	
	Engine Cylinder Displacement:	
	Engine Number of Cylinders:	
	Engine Family Name:	
	Engine Fuel Type:	ULSD (diesel
	Annual Amount of Fuel Used:	2300
	Annual Usage Hours:	
	Annual Miles Traveled:	5715
	Annual Idling Hours:	500
	Annual Hoteling Hours:	
	Remaining Life:	2
NEW VEHICLE/UPGRADE INFORMATIOIN	Year of Upgrade Action:	2026
	Upgrade Type:	Vehicle Replacement
	Upgrade:	Vehicle Replacement - Electric
	Upgrade Cost Per Unit:	$456,459.85
	Upgrade Labor Cost Per Unit:	$0.00
	New Engine Model Year:	2026
	New Engine Tier:	
	New Engine Horsepower:	
	New Engine Duty Cycle:	
	New Engine Cylinder Displacement:	
	New Engine Number of Cylinders:	
	New Engine Family Name:	
	Annual Idling Hours Reduced:	
	Annual Hoteling Hours Reduced:	
	Annual Diesel Gallons Reduced:	

ATTACHMENT FOR 5.2.7.2

Describe how the Beneficiary will make documentation publicly available

Subparagraph 5.2.7.2 of the Environmental Mitigation Trust Agreement for State Beneficiaries requires that Beneficiaries include in their funding requests:

> *A commitment by the Beneficiary to maintain and make publicly available all documentation submitted in support of the 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, together with an explanation of the procedures by which the Beneficiary shall make such documentation publicly available;*

The Nevada Division of Environmental Protection (NDEP), the Lead Agency for the State of Nevada, is committed to maintaining and making publicly available all documentation submitted support of the funding requests 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.

The public will be able to view these records on the NDEP's website (https://ndep.nv.gov). The NDEP will maintain these records on a Volkswagen (VW) Environmental Mitigation Trust Fund specific webpage that will be designed to support public access and limit burden for the general public. The NDEP's VW specific webpage can currently be found at https://ndep.nv.gov/air/vw-settlement.

The NDEP has created an electronic listserv, open to the public, used to communicate news, events, and information related the Environmental Mitigation Trust Fund (Mitigation Fund). The listserv, NevadaVWFund, is advertised through the NDEP website and at public events related to the Mitigation Fund.

Chapters 603A and 239B of the Nevada Revised Statutes (NRS) provide definitions and requirements for handling *personal information*.

NRS Section 603A.040 defines 'Personal Information' as:

> *1. "Personal information" means a natural person's first name or first initial and last name in combination with any one or more of the following data elements, when the name and data elements are not encrypted:*
> *(a) Social security number.*
> *(b) Driver's license number, driver authorization card number or identification card number.*
> *(c) Account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account.*
> *(d) A medical identification number or a health insurance identification number.*

(e) A user name, unique identifier or electronic mail address in combination with a password, access code or security question and answer that would permit access to an online account.
2. The term does not include the last four digits of a social security number, the last four digits of a driver's license number, the last four digits of a driver authorization card number or the last four digits of an identification card number or publicly available information that is lawfully made available to the general public from federal, state or local governmental records.

NRS Section 239B.030 – *Recorded, filed or otherwise submitted documents* - states that:

1. Except as otherwise provided in subsections 2 and 6, a person shall not include and a governmental agency shall not require a person to include any personal information about a person on any document that is recorded, filed or otherwise submitted to the governmental agency on or after January 1, 2007.
2. If personal information about a person is required to be included in a document that is recorded, filed or otherwise submitted to a governmental agency on or after January 1, 2007, pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant, a governmental agency shall ensure that the personal information is maintained in a confidential manner and may only disclose the personal information as required:
(a) To carry out a specific state or federal law; or
(b) For the administration of a public program or an application for a federal or state grant.
➥ Any action taken by a governmental agency pursuant to this subsection must not be construed as affecting the legality of the document.
3. A governmental agency shall take necessary measures to ensure that notice of the provisions of this section is provided to persons with whom it conducts business. Such notice may include, without limitation, posting notice in a conspicuous place in each of its offices.
4. A governmental agency may require a person who records, files or otherwise submits any document to the governmental agency to provide an affirmation that the document does not contain personal information about any person or, if the document contains any such personal information, identification of the specific law, public program or grant that requires the inclusion of the personal information. A governmental agency may refuse to record, file or otherwise accept a document which does not contain such an affirmation when required or any document which contains personal information about a person that is not required to be included in the document pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant.
5. Each governmental agency may ensure that any personal information contained in a document that has been recorded, filed or otherwise submitted to the governmental agency before January 1, 2007, which the governmental agency continues to hold is:
(a) Maintained in a confidential manner if the personal information is required to be included in the document pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant; or
(b) Obliterated or otherwise removed from the document, by any method, including, without limitation, through the use of computer software, if the personal information is not required to be

included in the document pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant.
➥ Any action taken by a governmental agency pursuant to this subsection must not be construed as affecting the legality of the document.
6. A person may request that a governmental agency obliterate or otherwise remove from any document submitted by the person to the governmental agency before January 1, 2007, any personal information about the person contained in the document that is not required to be included in the document pursuant to a specific state or federal law, for the administration of a public program or for an application for a federal or state grant or, if the personal information is so required to be included in the document, the person may request that the governmental agency maintain the personal information in a confidential manner. If any documents that have been recorded, filed or otherwise submitted to a governmental agency:
(a) Are maintained in an electronic format that allows the governmental agency to retrieve components of personal information through the use of computer software, a request pursuant to this subsection must identify the components of personal information to be retrieved. The provisions of this paragraph do not require a governmental agency to purchase computer software to perform the service requested pursuant to this subsection.
(b) Are not maintained in an electronic format or not maintained in an electronic format in the manner described in paragraph (a), a request pursuant to this subsection must describe the document with sufficient specificity to enable the governmental agency to identify the document.
➥ The governmental agency shall not charge any fee to perform the service requested pursuant to this subsection.
7. As used in this section:
(a) "Governmental agency" means an officer, board, commission, department, division, bureau, district or any other unit of government of the State or a local government.
(b) "Personal information" has the meaning ascribed to it in NRS 603A.040.

Chapter 239 of the NRS provides general principles for the definition and the handling of public records. In particular, subsection 239.010.3 states that:

> *A governmental entity that has legal custody or control of a public book or record shall not deny a request made pursuant to subsection 1 to inspect or copy or receive a copy of a public book or record on the basis that the requested public book or record contains information that is confidential if the governmental entity can redact, delete, conceal or separate the confidential information from the information included in the public book or record that is not otherwise confidential.*

Chapter 445B of the NRS (Air Controls) specifically provides further directions on what is confidential information and how such information must be handle in the context of the Air Program of the NDEP. In particular section 445B.570 – *Confidentiality and use of information obtained by Department*[1]; penalty – states that (footnotes added for clarity):

[1] Nevada Department of Conservation and Natural Resources (DCNR)

1. Any information which the Department obtains in the course of the performance of its duties pursuant to the provisions of this chapter is public information unless otherwise designated as confidential information pursuant to the provisions of this section.
2. The emission of an air contaminant which has an ambient air quality standard or emission standard or has been designated as a hazardous air pollutant by regulation of the Commission cannot be certified as being confidential.
3. Any confidential information received by the Commission[2], the Director[3] or any local control authority which is certified in writing to the recipient as confidential by the owner or operator disclosing the information and verified and approved in writing as confidential by the recipient must, unless the owner expressly agrees to its publication or availability to the public, be used only:
(a) In the administration or formulation of air pollution controls;
(b) In compiling or publishing analyses or summaries relating to the condition of the outdoor atmosphere which do not identify any owner or operator or reveal any confidential information; or
(c) In complying with federal statutes, rules and regulations.
4. This section does not prohibit the use of confidential information in a prosecution for the violation of any statute, ordinance or regulation for the control of air pollution.
5. A person who discloses or knowingly uses confidential information in violation of this section is guilty of a misdemeanor, and is liable in tort for any damages which may result from such disclosure or use.
6. As used in this section, "confidential information" means information or records which:
(a) Relate to dollar amounts of production or sales;
(b) Relate to processes or production unique to the owner or operator; or
(c) If disclosed, would tend to affect adversely the competitive position of the owner or operator.

[2] Nevada State Environmental Commission
[3] Director of the Department of Conservation and Natural Resources

ATTACHMENT B

ELIGIBLE MITIGATION ACTION MANAGEMENT PLAN INCLUDING DETAILED BUDGET AND IMPLEMENTATION AND EXPENDITURES TIMELINE

ATTACHMENT B

PROJECT MANAGEMENT PLAN PROJECT SCHEDULE AND MILESTONES

Milestones	Date
NDEP begins solicitation for projects through Clean School Bus partnership	CY 2025, Quarter 3
Project partner submits application to NDEP	CY 2025, Quarter 4
NDEP selects project partner for funding	CY 2025, Quarter 4
Project partner enters into Contracts, Purchase Orders, etc.	CY 2025, Quarter 4
Project partner enters into Subgrant Agreement with NDEP	CY 2025, Quarter 4
NDEP Semiannual Report Due	**January 30, 2026**
NDEP initiates and Project partner receives advancement of funds to purchase vehicles	CY 2026, Quarter 1
NDEP Semiannual Report Due	**July 30, 2026**
Project partner begins recieving new equipment	CY 2026, Quarter 3
Project partner begins scrapping old equipment	CY 2026, Quarter 4
NDEP Semiannual Report Due	**January 30, 2027**
Project partner completes receipt of new equipment	CY 2027, Quarter 1
Project partner completes scrapping of old equipment	CY 2027, Quarter 1
Project partner provides final invoice for equipment replacement to NDEP	CY 2027, Quarter 2
NDEP reviews final invoice and other final evidence	CY 2027, Quarter 2
NDEP submits and Trustee acknowledges receipt of project certification	CY 2027, Quarter 2
Trustee completes project reimbursement/any refunds to be made	CY 2027, Quarter 3
NDEP Semiannual Report Due	**July 30, 2027**
NDEP reports project completion	**July 30, 2027**

PROJECT BUDGET

Budget Category	Admin Expenses	Share of Replacement Budget Funded by the Trust	Cost Share (Paid by Project Partner)	Subtotal
Admin Expenditure Subtotal	**$ 0.00**	-	-	**$ 0.00**
(1) Electric School Bus	-	$436,649.85	$0.00	**$436,649.85**
(1) Associated Charger	-	$19,810.00	$0.00	**$19,810.00**
Project Totals	**$ 0.00**	**$456,459.85**	**$0.00**	**$456,459.85**
Associated Percentages of Replacement Cost	-	100%	0%	

PROJECTED TRUST ALLOCATIONS

ANNUAL PROJECTIONS	2026
1. Anticipated annual project funding request to be paid through the Trust	$ 456,459.85
2. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Administrative Expenditures	$ 0.00
3. Portion of anticipated project funding request to be paid through the Trust to cover Eligible Mitigation Action Expenditures	$ 456,459.85
4. Anticipated annual cost share	$ 0.00
5. Anticipated total project funding by year (line 1 plus line 4)	$ 456,459.85
CUMULATIVE PROJECTIONS	
6. Cumulative outstanding Trustee payments requested against cumulative approved Beneficiary allocation	$ 453,557.35
7. Cumulative Trustee payments made to date against cumulative approved Beneficiary allocation	$ 21,825,176.64
8. Beneficiary funding to be paid through the Trust for this project (sum of line 1)	$ 456,459.85
9. Total funding approved for Beneficiary Eligible Mitigation Actions, inclusive of current Action (sum of lines 6, 7, and 8)	$ 22,735,193.84
10. Beneficiary share of estimated funds remaining in Trust	$6,375,113.77
11. Estimated Beneficiary funds remaining in Trust after project completion (line 10 minus lines 6 and 8)	$5,465,096.57

ATTACHMENT C

DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

ATTACHMENT C

DETAILED PLAN FOR REPORTING ON ELIGIBLE MITIGATION ACTION IMPLEMENTATION

The Nevada Division of Environmental Protection (NDEP) will provide detailed reporting on this Volkswagen (VW) Environmental Mitigation Trust Fund for State Beneficiaries Eligible Mitigation Action project in two ways: 1, timely updates to NDEP's VW Environmental Mitigation Trust Fund webpage; and 2, Nevada's semiannual reporting obligation to Wilmington Trust (the "Trustee").

NDEP maintains a VW Environmental Mitigation Trust Fund specific webpage that has been designed to support public access and limit burden for the general public. The NDEP's VW specific webpage can currently be found at https://ndep.nv.gov/air/vw-settlement. Timely updates to the webpage will inform the general public on the project's status as well as when this Eligible Mitigation Action has been completed.

Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries details Nevada's Reporting Obligations:

> "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."

NDEP shall, in the next semiannual report following the Trustee's approval of this project, describe the progress implementing this Eligible Mitigation Action that will include a summary of all costs expended on the Eligible Mitigation Action through the reporting date. The report will also include a complete description of the status, development, implementation (including project schedule and milestone updates), and any modification to this Eligible Mitigation Action.

ATTACHMENT D

DETAILED COST ESTIMATES FROM SELECTED OR POTENTIAL VENDORS FOR EACH PROPOSED EXPENDITURE EXCEEDING $25,000

MODEL 1

Model 1 Commercial Vehicles, Inc.
3640 S Highland Dr
Las Vegas, NV 89103

Phone: (909) 465-5528
Fax: (909) 465-5529
model1.com

BUYER'S ORDER CONTRACT

Date:	February 16, 2026	**Unit #(s):**	TBD
Customer Name:	WYLEES		
Contact:	Suzanna Nelson	**Phone:**	702.323.4530
Address:	3634 Maryland Pkwy Suite 300	**Fax:**	
City, State, Zip:	Las Vegas, NV 89169	**E-Mail:**	suzanna@wylees.org
Customer ID:		**Salesperson:**	Alexander Ramirez
Ship To Address:	Attn: Suzanna Nelson - WYLEES - 3634 Maryland Pkwy Suite 300		
Ship To Address Cont'd:	Las Vegas, NV 89169		
Ship To Phone:	702.323.4530	**Ship To Email:**	suzanna@wylees.org
Finance Source:		**Contact:**	
Address:		**Phone:**	
City, State, Zip:		**County:**	
Description of Vehicle:	2023 BYD Type D Transit Style Bus Electric School Bus_ Line 82 of Buy Board Contract 722-23		
Model 1 Dealership Add On: 5 HEAD CAMERA SYSTEM, 'FIRST LIGHT ILLUMUNATED STOP SIGN FRONT & REAR			
STANDARD BYD BUILD: BACK UP CAMERA IN DEDICATED SCREEN, Upgrade First Row w/ICS Seats			
VIN #:			
Engine Type:	Electric	**FOB Terms:**	Destination
Number of Passengers:	78	**Wheelchair Positions:**	
Estimated Delivery Date:	120 Days ARO	**Payment Terms:**	Net 30

		Unit Price	$ 427,924.35
		Delivery	$ 8,520.00
Possession State:	**NV**	Incentive (Non-Taxable)	$ -
		Rebates (Taxable)	$ -
		Doc Prep Fee (Taxable)	$ 85.00
		Base Selling Price	**$ 436,529.35**
		Total Taxable Amount	$ 436,529.35
		Sales Tax* (Estimated)	**$ -**
0.000%	**NV - _Exempt-US Gov't**		$ -
			$ -
			$ -
		DMV Fees* (Estimated)	$ -
		DMV Electronic Filing Fee	$ 110.00
		Tire Fee	$ 10.50
		Fees Sub-Total	**$ 120.50**
		Total Price Per Unit	**$ 436,649.85**
		Quantity	1
		Contract Total	**$ 436,649.85**
		0.00	
		Customer Net Trade	$ -
		Customer Deposit	$ -
			$ -
		Balance Due	**$ 436,649.85**

Notes:
*** The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.**
Sales tax estimate is calculated based on the location in which the customer registers the vehicle.
All rebates and incentives will be signed over to Model 1 Commercial Vehicles, Inc.
California State Tire Fee of $1.75 per tire applies to all new vehicle purchase or leases.

Remit To: PO Box 713176, Chicago, IL 60677-0376

Terms and Conditions:

1. DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED. This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express. Dealer does not affirm or adopt any manufacturer warranties available to this Vehicle or any of its components. **DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS. CUSTOMER ACKNOWLEDGES THIS DISCLAIMER IS MADE IN CAPITALIZED, BOLD AND UNDERLINED FONT AND IS "CONSPICUOUS."** Customer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Customer is purchasing a "new" Vehicle as indicated above, Customer acknowledges that "new" means only that the Vehicle has not been previously titled although the Vehicle may have been used in a demo or a show; new does not create any warranty or expectation of value or performance. Customer understands and agrees that if either of Customer or Dealer should breach this Agreement or if Customer institutes any claim arising out of contract or the purchase of the Vehicle, the statute of limitation for any such claim is limited to one (1) year from the date of sale.

2. DEPOSIT. If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.

3. DEALER NOT AGENT OF MANUFACTURER. Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Customer's price will be increased by a like amount. If Customer is dissatisfied with the increase, Customer may cancel this order and Customer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Customer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Customer's vehicle, even if such changes are made prior to delivery of the vehicle.

4. DELAYS. Customer will not hold Dealer liable for any delay caused by the vehicle or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.

5. CUSTOMER'S INSPECTION AND ACCEPTANCE OF VEHICLE. Customer understands that damage may have occurred to the vehicle at the manufacturer(s)' factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Customer acknowledges that such damage to the vehicle, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the vehicle, Customer acknowledges: (i) having received ample opportunity for, and actually inspecting the vehicle as fully as Customer desires and (ii) utilizing and relying solely upon Customer's own judgment to inspect and determine that the vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Customer such that Customer accepts the vehicle in its condition as of the date Customer signs the front page of this Agreement. Customer further acknowledges that Customer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Customer for the Vehicle. Consequently, Customer has not relied upon Dealer's skill or judgment in the selection or delivery of the vehicle. Customer acknowledges that Dealer has not made any representation regarding the vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

6. IF NOT A CASH TRANSACTION. **IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.**

7. TITLE; ODOMETER STATEMENT. Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Customer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Customer even though the actual delivery of the Vehicle may be made at a later date. Customer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual team of this Agreement. Customer acknowledges receipt of such Federal Odometer Statement.

8. TRADE-IN. If Customer is trading in a vehicle, Customer will give Dealer the original bill of sale or the title to the trade-in. Customer promises that any trade-in which Customer gives in this purchase transaction is owned by Customer free of any lien or other claim except as noted on the other side of this Agreement. Customer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Customer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Customer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Customer warrants that the trade-in is or will be properly titled to Customer and/or Customer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.

9. REAPPRAISAL OF TRADE-IN. If Customer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

10. FAILURE TO COMPLETE PURCHASE. Customer agrees to pay the balance owed on the terms and accept delivery of the Vehicle within forty-eight (48) hours after being notified that the Vehicle is ready for delivery. Failure to timely accept delivery by Customer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Customer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Customer shall pay to Dealer the amount paid on Customer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Customer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

11. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Vehicle, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Customer acknowledges that Customer shall not seek or recover such incidental or consequential damages from Dealer. Customer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

12. NON-DEALER WARRANTY(S) (IF APPLICABLE). Customer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Customer prior to Customer signing the front side of this Agreement and Customer acknowledges having physically received such written instruments. Customer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Customer has read to Customer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Customer has voluntarily chosen not to read such warranties.

13. TAXES, INSURANCE. Customer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Customer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of delivery. Customer understands that Customer is not covered by insurance on the Vehicle until Customer's insurance company accepts coverage on the Vehicle. Customer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Customer's insurance company accepting coverage on the Vehicle.

14. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Customer brings an action based on this Agreement and does not prevail, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

15. WAIVER OF JURY TRIAL; CLASS ACTIONS. Customer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Customer further agrees in connection with this purchase to waive Customer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

16. SEVERABILITY. Customer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Customer and Dealer, and Customer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Customer, became part of the basis of Customer's bargain, or is enforceable by Customer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Customer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Customer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Customer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Customer, are not included in this Agreement, and are not enforceable against Dealer.

Authorized Customer's Representative		**Model 1 Commercial Vehicles, Inc.**	
Signature:	______________________	**Signature:**	______________________
Name:	______________________	**Name:**	______________________
Title:	______________________	**Title:**	______________________
Date:	______________________	**Date:**	______________________

CONTRACTORS AND CONSULTANTS TO THE ELECTRICAL INDUSTRY

SWIFT ELECTRICAL SERVICES INC

PROVIDING SERVICE WITH INTEGRITY, VALUE AND PERFORMANCE

3111 S. VALLEY VIEW, SUITE #E-128
LAS VEGAS, NV 89102
TEL #: (702) 463-1334 / (702) 292-2416

E-MAIL: swiftelec7@yahoo.com

NV CONTRACTORS LICENSE – C2 #: 51915
BID LIMIT: $2,350,000.00
NV STATE FIRE LICENSE #: F349

CA CONTRACTORS LICENSE C10 #: 959121
AZ CONTRACTORS LICENSE C11 #: 324292

Ref #: BLVDML-SBCHR-1117-01

Boulevard Mall

February 18, 2026

Attention: Clayton
Re: School Bus Charger

Electrical
Install a 208v 100amp single phase power supply from 'B' deck electrical room to the charging pedestal (see location sketch).
Allow for underground conduit through planters and under parking lot.

To carry out the above for the base bid of: $7,109.00

Add/Alt #1: Trenching
Allow to cut black top and trench from 'B' deck planter to pedestal island and dig under 2 curbs.
Backfill and compact all trenches and make good blacktop trench.
Add: $10,296.00 to base bid.

Add/Alt #2: Pedestal
Build a complete pad and anchor down owner furnished charger pedestal.
Add: $1,130.00 to base bid.

Add/Alt #3: Submeter
Supply and fit submeter inside 'B' deck electrical room.
Add: $1,275.00 to base bid.

The above proposal is valid for 30 days from the above date.
All Swift employees are certified OSHA 10/30 and receive weekly safety training.
Workers Comp Policy#: NWC0044682
General Liability #: CBP5644912
Auto Insurance #: BA1037024
Umbrella Insurance #: EBU018490873

Please contact John D. Sunderland on 702-292-2416 should you require clarification on the contents of the above proposal. Please send all correspondence to our head office address.

Sincerely
John D. Sunderland
President