# APPENDIX D-4

# Beneficiary Eligible Mitigation Action Certification



Rehoboth Christian School Bus Replacement Project

NM-VW-20-21

## BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

#### Beneficiary State of New Mexico

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

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

Action Title:	Rehoboth Christian School Bus Replacement Project			
Beneficiary's Project ID:	NM-VW-20-21			
Funding Request No.	(sequential)008			
Request Type:	⊠Reimbursement			
(select one or more)	□Other (specify):			
Payment to be made to:	□Beneficiary			
(select one or more)	⊠Other (specify):Rehoboth Christian School			
Funding Request & Direction	⊠Attached to this Certification			
(Attachment A)	□To be Provided Separately			

## **SUMMARY**

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

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

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

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

**Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):** This project consists of replacing six diesel-fueled school buses with six propane-fueled school buses.

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

Total lifetime NOx reductions from the entire project is estimated to be 10.44 tons

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

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

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

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

**Describe any cost share requirement to be placed on each NO**<sub>x</sub> **source proposed to be mitigated (5.2.8):** The total project cost is Five Hundred Eighty-Three Thousand, Nine Hundred and Twenty dollars (\$583,920.00). Trust funding will provide the requested One Hundred Forty-Three Thousand, Nine Hundred and Eighteen dollars (\$143,918.00), approximately 25% of the final total project cost for the purchase of the propane buses. The remaining Four Hundred Forty Thousand, and two dollars (\$440,002.00) constitutes Rehoboth's cost share.

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

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

If applicable, describe how the mitigation action will mitigate the impacts of NO<sub>x</sub> emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10):

Trust funds have afforded the State the opportunity to advance environmental justice goals. New Mexico's Draft 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 air pollution emissions associated with on-road vehicles. The school community serves 460 students in PreK - 12th grade. The project area is defined by the locations reached by the transportation department to bring students onto the school campus on the east side of Gallup. The northern boundary is from Sawmill, AZ east to Tohatchi, NM, and further east to Crownpoint, NM. The eastern boundary is from Crownpoint, NM to Prewitt, NM. The southern boundary is from Sanders, AZ east to Zuni, NM, north to Fort Wingate, NM and east to Prewitt, NM. The western boundary is from Sawmill, AZ south to Oak Springs, AZ, then south and west to Sanders, AZ. Project area is 11% elderly; 37% youth (< 17 years old) 92% minority; 44% below poverty level. The completion of this project is an essential step towards reducing regional air pollution levels, improving human health and addressing environmental inequality.

#### **ATTACHMENTS**

#### (CHECK BOX IF ATTACHED)

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

#### **CERTIFICATIONS**

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

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

DATED: 4/5/2021

**[NAME]** Elizabeth Bisbey-Kuehn **[TITLE]** Chief, Air Quality Bureau

New Mexico Environment Department [LEAD AGENCY] For

State of New Mexico [BENEFICIARY]

### ATTACHMENT A

#### FUNDING REQUEST AND DIRECTION

(Attachment to Appendix D-4, Beneficiary Eligible Mitigation Action Certification, pursuant to Paragraph 5.2 of the Environmental Mitigation Trust Agreement)

Pursuant to the authority granted to the <u>New Mexico Environment Department</u> to act on behalf of the <u>State of</u> <u>New Mexico</u> under the Mitigation Trust, the <u>New Mexico Environment Department</u> directs the Trustee to make the following payments from its Subaccount No. 122969-017 To the following payees, for the amounts specified on the dates specified below.

LEAD ACENICY INFORMATION

LEAD AGENCY INFORMATION							
Beneficiary Name:	State of New Mexico	Lead Agency Contact Person	Kerwin Singleton				
Lead Agency Name:	New Mexico Environment Department	Lead Agency Email Address:	kerwin.singleton@state.nm.us				
Lead Agency Address:	1190 Saint Francis Drive, PO Box 5469, Santa Fe, NM 87502-5469	Lead Agency Fax:	505-476-4375				
Lead Agency Phone:	505-476-4350	Lead Agency TIN:					

Contact Information entered above may be correspond to Lead Agency or 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.

## MITIGATION ACTION INFORMATION

Action Title:	Beneficiary's Project ID:	Funding Request No:
Central New Mexico	NM-VW-20-21	008
Community College		
Marketplace Project		

#### PAYMENTS REQUESTED

Amount	<b>Requested Date</b>	Payee	Request Type
\$143,918	4/5/21	Rehoboth Christian School	Reimbursement

## PAYEE CONTACT AND WIRE INFORMATION

PAYEE CONTACT INFORMATION						
Action Title:	Rehoboth Christian School, Bus	Beneficiary Project ID:	NM-VW-20-21			
	Replacement Project					
Payee Name:	Rehoboth Christian School	Payee Contact Person:	Periskila Brink (Finance			
	Association		Director)			
Payee Address:	PO Box 41 (211 Tse Yaaniichii St),	Payee Email Address:	pbrink@rcsnm.org			
	Rehoboth, NM 87322					
Payee Phone:	(505) 726-9704 or	Payee Fax:	(505) 726-9635			
	cell (616) 256-0883					
Payee TIN:						

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	Payment Amount	Requested Date	Request Type
	\$ 143,918.00	4/5/21	Reimbursement

#### WIRE INFORMATION

Receiving Bank Name:	Bank of Colorado (doing business as Pinnacle Bank)						
Receiving Bank Branch:							
Receiving Bank Address:	107 East Aztec Avenue, Gallup, NM 87301						
	Tel: 505-722-4411						
Bank Swift ID:	N/A Bank ABA Number						
		(Sort Code, BLZ)					
Amount of Wire:	\$ 143,918						
Message to Payee:	NMED VW Trust – Rehobo	th Christian School					
Instructions to Receiving	VW Bus Reimbursement						
Bank:							
For Credit to:	3010275875						
Other Special							
Instructions:							

Elizabeth Bisbey-Kuehn

Chief, Air Quality Bureau

## ATTACHMENT B PROJECT MANAGEMENT PLAN PROJECT SCHEDULE AND MILESTONES

Milestone	Date
Lead Agency Provides Notice of Availability of Mitigation Action Funds	7/15/2019
Pre-application meetings with applicants	7/15/2019 through
	1/9/2020
Project Sponsor Submits Proposal to Lead Agency	1/9/2020
Lead Agency Provides Written Approval of Project Sponsor's Proposal	6/10/2020
Project agreements signed.	7/20/20
Lead Agency Incorporates Project Sponsor's Proposal into Mitigation Plan	7/12/2019
Trustee Acknowledges Receipt of Project Certification and Funding Direction	Q2 2021
Trustee Allocates Share of State Funds for Approved Project	Q2 2021
Project Sponsor Obtains Cost Share, Notifies or Certifies to Lead Agency	Q2 2021
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Start	10/12/20
Project Sponsor Enters into Contracts, Purchase Orders, etc. – Complete	11/30/2020
Project Installations(s) – Start	10/12/20
Project Installations(s) – Complete	3/26/21
Project Sponsor provides detailed invoices for all claimed project costs,	3/30/21
documentation for emission reduction estimates, required certification documents to	
Lead Agency to support direction to Trustee for Payment (Reimbursement, Direct-to-	
Vendor) or final accounting (Forward Funded Projects)	
Lead Agency completes review and certifies payment direction to Trustee	Q2 2021
(Reimbursement)	
Trustee Acknowledges Receipt of Direction for Payment(s) (Advance Funded,	Q2 2021
Reimbursement)	
Lead Agency Reports Project Completion	Q2 2021

#### PROJECT BUDGET

Period of Performance: 7.1.2020-6.30.2021							
Budget Category	Total Approved Budget	Share of Total Budget Funded by the Trust	Cost-Share, if applicable (Entity #1)	Cost-Share, if applicable (Entity #2)			
1. Equipment Expenditure	\$583,920	\$143,918	\$440,002	\$0			
2. Contractor Support	\$0	\$0	\$0	\$0			
3. Subrecipient Support	\$0	\$0	\$0	\$0			
4. Administrative <sup>1</sup>	\$0	\$0	\$0	\$0			
Project Totals	\$583,920	\$143,918	\$440,002	\$0			
Percentage	100%	25%	75%	0%			

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

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

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

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

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

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

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

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

See attached invoice from Tillery Bus Sales



March 30, 2021

Kerwin Singleton 525 Camino De Los Marquez Suite 1 Santa Fe, NM 87505 Kerwin.singleton@state.nm.us

RE: Reimbursement Request under Rehoboth Christian School Association for Propane School Buses # NM-VW-20-21 Project

Dear Mr. Singleton,

The Rehoboth Christian School Association hereby submits its request for reimbursement for its actual allowable costs incurred in completing the work in the project scope per the Project Agreement referenced above. I have attached invoices and proof of wire transfer to Tillery Chevrolet (Tillery Bus Sales) in the aggregate amount of \$583,920. Pursuant to Attachment B to the Agreement, the Rehoboth Christian School Association requests reimbursement in the amount of \$143,918.00. Please advise if NMED requires any further documentation to support this request.

With Thanks.

Ken Zylstra Director of Advancement (505) 488-8900 mobile (505) 726-9683 office kzylstra@rcsnm.org

enc: Invoices, Proof of Payment, Wire Information

Vigorously Academic · Beautifully Diverse · Thoroughly Christian



Rehoboth Christian School Mr. Ken Zylstra Mr. Jon Terborg PO Box 41 Rehoboth, NM 87322

Dear Mr. Zylstra and Mr. Terborg,

RE: VIN: 1BAKGCBA1NF379987 -1BAKGCBAXNF379986 -1BAKGCBA8NF379985 1BAKGCBA4NF379983 1BAKGCBA6NF379984 1BAKGCBA2NF379982

Thank you for your payment.

We also want to thank you for choosing our dealership with whom to do business and appreciate the opportunity to provide your six 2022 Blue Bird Vision school buses.

Enclosed you will find your Certificate of Origins and Buyer's Order Agreements. You will need these, along with proof of insurance, in order to register the vehicle. This needs to be completed at any MVD office location.

With our understanding The Department of Motor Vehicle will only be taking online appointments at this time. To make an appointment go to www.mvdonline.com.

If at any time you feel we can be of further service to you, please do not hesitate to give us a call.

Sincerely,

Fidelia Hibler Office Staff

Encs.

www.tillerybus.com EMAIL: kelly@tillerycars.com or jess@tillerycars.com PHONE: (505) 832-4431 • FAX: (505) 832-4208 TOLL FREE: (800) 743-4431

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dss of earnings or profits, or any co sed vehicles and demonstrators: Ti drm for this vehicle is part of this	Immercial Loss. He information yo	U SEE ON THE WINDOW	has been no the trade-in	s under oath that to the best of B b alteration or chassis repair du vehicle, except as noted in oth	e to wreck damage on
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full purchase price is due upon delivery. This is a b ot responsible for obtaining financing. Dealer-arrar curity interest in the vehicle being purchased unde	iged finance rate (APR) n r the Uniform Commercia	ay be negotiated. Dealer may Code to secure full payment.	receive a portion Dealer has all rid	of finance charge from the lengths and remedies of a secured	der. Buyer grants Dealer party under the Uniform
mercial Code. Buyer is not bound by credit terms u been delivered or after this agreement becomes bin vehicle is being delivered pending, and subject to le to Dealer immediately upon demond if there is	iding. ), third party credit appro	val and financing. ("Spot Deliv	/ery"). Dealer do	es not guarantee credit approva	I. Buyer must return the
cle to Dealer immediately upon demand if financing OT DELIVERY: Buyer has the right to vo /er has the right to the return of any tras s right, buyer must return the vehicle to eipt of notice that financing was not a agraph.	de this purchase if de-in and all mone o the dealer in the pproved. Dealer sh	financing is not approv y paid by buyer, it buye same condition receive all not charge any fees	ed within 20 er voids this d (normal w as long as l	calendar days after deliv contract under this para ear and tear excepted), i he vehicle is returned a	very of the vehicle. graph. To exercise within 48 hours of s provided in this
er agrees to buy and Dealer agrees to sell this ver eement between Buyer and Dealer, and cancel and su nis agreement will be recognized unless made in wri eement contains a mandatory mediation and arbitrat	persede any oral or other ting and signed by Deale ion provision - see reversed	agreement, promise or alleged . This agreement is not bindin	representation co g on Dealer until	oncerning the vehicle and this pu signed by Dealer's authorized re	rchase. No modification
" _ Him I a	2/20 <sup>1</sup> Co Buyer				

agreenik					pionaid
Buyer		QUI	No starter	1/2	1204
Dealer	Keq	ina a	una		
	~		-		

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	PO BOX 41	City	REHOBOTH	State	<u>NMZip</u>	87322Home Phone	
rchased \ ar	Make	Model				Work Phone New / Used /	(505)863-218
202 N	2 BLUE BIRD	VISIO	Color		Odometer	Stock N	NEW
	1BAKGCBA1NF379987	· · · · · · · · · · · · · · · · · · ·	YELL			1,526	F22011
<mark>ade Vehi</mark> ear	Model		Color		SELLING	PRICE	07 200 0
N			lometer			NSTALLED ACCESSORIES:	97,320.0 N/A
	WARRANTY IN						N/A
EW VEH	ICLES AND DEMONSTRATORS	S: THIS VEHICL	E IS SOLD	WITH A	RAI	30dy #F518572	0.00
BUYER'	TURER'S LIMITED WARRANTY. TH S EXCLUSIVE REMEDY FOR ANY	DEFECTS IN THE	VEHICLE. DEAL	.ER MAY		HOBOTH PO #6982	0.00
ERFORM	REPAIRS UNDER THE MANUE NOT RESPONSIBLE FOR THE MA	ACTURER'S LIM	TED WARRAN	ty. but	Report		0.00
OR ANY I	IMPLIED WARRANTIES MADE B	/ THE MANUFACT	URER. DEALER	MAKES		School	0.00
ECHANT	ANTY ON THIS VEHICLE AND D ABILITY OR FITNESS FOR A PAR	TICULAR PURPOS	SE. IF ANY WA	RRANTY	R	$us \neq l_0$	0.00
ERVICE C	D TO HAVE BEEN MADE BY DEAL CONTRACT, THE TERMS OF ANY S	UCH WARRANTY	OR SERVICE CO	NTRACT	REBATES		< N/A
re as pf	ROVIDED THEREIN, ANY IMPLIED OR A PARTICULAR PURPOSE AF	WARRANTIES OF	MERCHANTAB	ILITY OR	PRICE OF C	CAR INCLUDING	97,320.0
ARRANT	Y OR SERVICE CONTRACT, AND	BUYER'S EXCLUS	IVE REMEDY IS	REPAIR		DE ALLOWANCE	< N
	CEMENT OF DEFECTIVE PARTS B				TAXABLE	TOTAL	97,320.0
Sed veh )r the (	IICLES: "NEW MEXICO LAW REQ ORDINARY PURPOSES FOR WHI	UIRES THAT THIS CH THE VEHICLE	S VEHICLE WIL	L BE FIT	EXCISE T/	λX	N/A
ays or f	IVE HUNDRED MILES AFTER DEL	IVERY, WHICHEV	ER IS EARLIER.	EXCEPT	LICENSE	FEE	N/A
GREEMEI	ARD TO PARTICULAR DEFECTS I NT. YOU (THE CONSUMER) WI	LL HAVE TO PAY	UP TO TWE	VTY-FIVE	DEALER TH SERVICE C		N/A
OLLARS OLATED.	(\$25.00) FOR EACH OF THÉ FIR " THIS VEHICLE IS OTHERWISE	st two repairs Sold as is (AI	IF THE WARR	ANTY IS	TOTAL DL		97,320.0
ILES), W	ITHOUT ANY FURTHER WARRAN WARRANTY IS GIVEN IN WRITING	ity, expressed (	DR IMPLIED, UI	NLESS A	PAYOFF O	N TRADE-IN	N/
ITH A SE	RVICE CONTRACT, THEN THE TE	RMS OF SUCH FU	RTHER WARRA	NTY OR	TOTAL DU	E	97,320.0
ERCHAN	CONTRACT ARE AS PROVIDED T TABILITY OR FITNESS FOR A PAR I OF SUCH WRITTEN WARRANTY E REMEDY IS REPAIR OR REPLAC	TICULAR PURPOS OR SERVICE CO	SE ARE LIMITED NTRACT, AND I	) to the   Buyer's	only. At the tim	If balance and the fees are estimates te the balances and fees are verified termined, appropriate adjustments, ill be made.	
					TOTAL CA	SH DOWN	< Ns/
is vehicle	ICLES: ATTENTION CONSUMER: S e has the following problems and y	ou agree to by the	vehicle on thos	you that   se terms:	CREDIT IN	ISURANCE	N/A
					GUARANT	EED ASSET PROTECTION	N/A
					TIRE & W	HEEL COVERAGE	N/A
					EXTENDE	O SERVICE AGREEMENT	N/A
	<b>e</b>				BALANCE	DUE	97,320.0
L VEHICL	Signature: LES: DEALER IS NOT LIABLE FOR I RRISING OUT OF THIS SALE OR THE D LOSS OF USE, LOSS OF TIME, IN RNINGS OR PROFITS, OR ANY COM	NCIDENTAL, CONSI USE OF THIS VEHIC	EQUENTIAL OR F	BUT NOT	there has b damage on t documents a	s under oath that to the best of reen no alteration or chassis r the vehicle being purchased, exc as part of this agrement. under oath that to the best of Buy	epair due to wreck pt as noted in other
RM FOR	CLES AND DEMONSTRATORS: THE THIS VEHICLE IS PART OF THIS C RIDES ANY CONTRARY PROVISION	ONTRACT. INFORM S IN THE CONTRAC	ATION ON THE T T OF SALE.	WINDOW	has been no the trade-in of this agrer Initial:	alteration or chassis repair due vehicle, except as noted in othe nent.	to wreck damage on r documents as part
t responsib curity intere mercial Coo peen deliver vehicle is t	the price is due upon delivery. This is a buy ble for obtaining financing. Dealer-arrange st in the vehicle being purchased under th de. Buyer is not bound by credit terms unti- ted or after this agreement becomes bindi being delivered pending, and subject to, t r immediately upon demand if financing ta /ERY: Buyer has the right to voic uper right to the return of any trade uper must return the vehicle to blice that financing was not app buy and Dealer agrees to sell this vehicl	d finance rate (APR) n le Uniform Commercia I credit disclosures hav 19. hird party credit appro- uils for any reason. I this purchase if 9-in and all mone the dealer in the s roved. Dealer sh	nay be negotiated. I I Code to secure fu ve been made. Deati val and financing. (	Dealer may re Il payment. De er may retain f "Spot Deliver	ceive a portion ealer has all rig Buyer's deposit 'y"). Dealer doe	of finance charge from the lende hts and remedies of a secured pa if Buyer fails to complete this pur es not guarantee credit approval.	r. Buyer grants Dealer rty under the Uniform chase after the vehicle Buyer must return the

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Buyer Regina Luna

		Invoid	e # F a	2004	}		
See Buick		Invoice Buyer's	Order Ag	jreem	ent	TIL	
illery Buick GMC	C, LLC - (Dealer)					Tillery Chevrol	et GMC - (Dealer)
2221 Autu Los Lunas, New	v Mexico 87031					Moriarty, Nev	Box 609 v Mexico 87035
505-565-3333 • ver Name	F: 505-565-3467 REPORTE CHRI	STIAN SCHOOL Co-	awar Nama	N/A		P: 505-832-4431 Date	• F: 505-832-4208 10/15/20
1.112	BDX 41		REHOBOTH	State	NM <b>Zip</b>	87322Home Phone	
		City	1041104001111	_ State	<u>zip</u>		(505)863-2185
rchased Vehicl ar <u>EBRE</u> Mai	ke BLUE BIRD	Model VISION			V.	Work Phone New / Used	/ Demo
LOCA	PLUE BIRU	W1510M	Color		Odometer	Stock	
	KGCBA4NF379983	- · · ·	YEL	LOW		1,722	F22004
rade Vehicle ear Mai	ke Model	<u></u>	Color			PRICE	97, 320.00
IN		04	ometer			INSTALLED ACCESSORIES	NI/D
						ndv #F518568	
IFW VEHICLES	WARRANT S AND DEMONSTRA	Y INFORMATION	IS SOLD	WITH A		UUV # 1318360	8 0.00
IANUFACTURE	R'S LIMITED WARRANT	Y. THE MANUFACTURER	'S LIMITED W/	ARRANTY		2863# OQ HT080H	0.00
ERFORM REP.	Clusive remedy for Airs under the m	ANUFACTURER'S LIMI	TED WARRAN	NTY, BUT			0,00
	RESPONSIBLE FOR TH				Kehol		0.00
<b>O WARRANTY</b>	ON THIS VEHICLE AN	ID DISCLAIMS ANY IN	IPLIED WARR	ANTY OF	<u>n</u>	School	0.00
	TY OR FITNESS FOR A HAVE BEEN MADE BY D				DUS	<del>11</del> <del>2</del>	
	RACT, THE TERMS OF A DED THEREIN, ANY IMP				REBATES	CAR INCLUDING	< N/AP 97,320.00
ITNESS FOR A	PARTICULAR PURPOS	SE ARE LIMITED TO TH	E DURATION	OF SUCH	ACCESSO	RIES	
	SERVICE CONTRACT, A ENT OF DEFECTIVE PAR		VE REMEDY I	S REPAIR		ADE ALLOWANCE	< *\/
SED VEHICLES	S: "NEW MEXICO LAW	REQUIRES THAT THIS	VEHICLE WI	I BE FIT	TAXABLE		97,320.00
OR THE ORDI	NARY PURPOSES FOR	WHICH THE VEHICLE	IS USED FOF	FIFTEEN	EXCISE		N/A
	IUNDRED MILES AFTER TO PARTICULAR DEFE					FEE RANSFER	N/A
	OU (THE CONSUMER)				SERVICE	CHARGE	N/A
IOLATED." THI	is vehicle is other	WISE SOLD AS IS (AF	TER 15 DAYS	S OR 500	TOTAL D	UE	97, 320, 00
	UT ANY FURTHER WAR RANTY IS GIVEN IN WRI				PAYOFF	ON TRADE-IN	N/P
VITH A SERVIC	E CONTRACT, THEN TH RACT ARE AS PROVID	IE TERMS OF SUCH FU	RTHER WARR	ANTY OR	TOTAL D		97, 320.00
<b>IERCHANTABIL</b>	LITY OR FITNESS FOR A	PARTICULAR PURPOS	SE ARE LIMITE	D TO THE	only. At the t	roff balance and the fees are estimates ime the balances and fees are verified determined, appropriate adjustments,	
	SUCH WRITTEN WARR. MEDY IS REPAIR OR REI				if necessary,	will be made.	
	S: ATTENTION CONSUM	ED: Sign here only if the	dealer has to	d you that	TOTAL C	ASH DOWN	< N/A
	the following problems						N/P
				<u> </u>	GUARAN	ITEED ASSET PROTECTION	N N/P
					TIRE & V	VHEEL COVERAGE	N/F
	····		5		EXTEND	ED SERVICE AGREEMENT	N/A
					BALANC	E DUE	97,320.00
LL VEHICLES: D	ature: DEALER IS NOT LIABLE NG OUT OF THIS SALE OF	FOR INCIDENTAL, CONS	Equential or	PUNITIVE G BUT NOT	there has damage o	tes under oath that to the best been no alteration or chassis n the vehicle being purchased, e	repair due to wreck
OSS OF EARNIN ISED VEHICLES	S OF USE, LOSS OF TIN IGS OR PROFITS, OR ANY AND DEMONSTRATORS	' Commercial Loss. : The Information Yo	U SEE ON THE	WINDOW	Buyer stat has been	s as part of this agrement. es under oath that to the best of E no alteration or chassis repair du in vehicle, except as noted in ot	le to wreck damage on
ORM OVERRIDE	VEHICLE IS PART OF TI S ANY CONTRARY PROV	ISIONS IN THE CONTRAC	T OF SALE.		of this agr Initial:	ement.	
FORM OVERRIDE e full purchase price not responsible for security interest in it mmercial Code. Bu s been delivered or is vehicle is being (i hicle to Dealer immu POT DELIVERY UVer thas the rig is right, buyer creipt of notice aragraph. yer agrees to buy a	is ANY CONTRARY PROV e is due upon delivery. This is obtaining financing. Dealer-a he vehicle being purchased u yer is not bound by credit terr after this agreement becomes delivered pending, and subje ediately upon demand if finar Suyer has the right to that the return of any must return the vehic that financing was no and Dealer agrees to sell this iver and Dealer, and cancel an	ISIONS IN THE CONTRAC as a buyer's order agreement, r arranged finance rate (APR) r nder the Uniform Commercia suffigued to the Uniform Commercia suffigued to the Uniform Commercia suffigued to the Uniform Commercial sufficiency of the Uniform Commercial sufficiency of the Uniform Commercial sufficiency of the Uniform Commercial commercial commercial commercial commercial sufficiency of the Uniform Commercial comme	TOF SALE. not a credit agreen may be negotiated al Code to secure ve been made. De val and financing financing is r ay paid by buy same conditi- nall not charg th sides of this ag- agreement, promi-	nent. Dealer is Dealer may if full payment. aler may retain . ("Spot Deliv not approve yer, if buye on receive e any fees preement. This se or alleged i	Linitial: not a lender. C receive a portic Dealer has all n Buyer's deposi- ery"). Dealer d ed within 2 r voids this d (normal v as long as s agreement ar recresentation	Dealer may assist Buyer in arrang on of finance charge from the ler rights and remedies of a secured sit if Buyer fails to complete this p oes not guarantee credit approva D calendar days after deli s contract under this para wear and tear excepted), the vehicle is returned a d any finance contract are an ex concerning the vehicle and this p il signed by Dealer's authorized r	der. Buyer grants Dealer party under the Uniform purchase after the vehicle al. Buyer must return the very of the vehicle. graph. To exercise within 48 hours of as provided in this kclusive statement of the urchase. No modification
reement contains au	mandatory mediation and art	itration provision - see rever	se. See additional	terms printed	I on the back s	ide of this agreement	
iter <u>Magur</u>	redunc						

2221 . Los Lunas,	GMC, LLC - (Dealer Autumn Brush New Mexico 87031 333 • F: 505-565-346						Tillery Chevrolet P.O. Bo Moriarty, New I P: 505-832-4431 •	ox 609 Mexico 87035
iyer Name	SEHCEOTH	CHRISTIAN C	CHOOL CO-B	uyer Name	N/A	)	Date	10/15/51
dress	PO BOX 41		_ City	REHOROTH	State	N/Zip8'	<u>7322</u> Home Phone	
rchased V	the second se	[as					Work Phone	(505) 863-218
ar 20.33	Make BLUE BIR	D Model	VISION				Stock No	- 1
1	1BAKGCBA8NF37	5925		Color YELL		Odometer	1,559	F22006
rade Vehic								
ear	Make	Model		Color		SELLING PRIC		<u>97, 320. op</u>
IN			Ode	ometer		DEALER INSTA	ALLED ACCESSORIES:	N/A
		RRANTY INFORM						N/A
IEW VEH	ICLES AND DEMO	NSTRATORS: TH RRANTY THE MAN	IS VEHICLE	SIS SOLD V	RANTY			0.00
S BUYER'S	S EXCLUSIVE REMED	Y FOR ANY DEFE	CTS IN THE V	VEHICLE. DEAL	ER MAY		2869# OQ HTQ	0,00
	REPAIRS UNDER T NOT RESPONSIBLE					Kehobot	h Christian	0.00
	MPLIED WARRANTIE					Sc	hool	0.00
<b>IECHANTA</b>	BILITY OR FITNESS	FOR A PARTICUL	AR PURPOS	E. IF ANY WA	RRANTY	Bust	-	0.00
	TO HAVE BEEN MAD ONTRACT, THE TERM					REBATES		< >
RE AS PR	OVIDED THEREIN, AI	NY IMPLIED WAR	RANTIES OF	MERCHANTABI	LITY OR	PRICE OF CAR I ACCESSORIES	NCLUDING	97,320.00
VARRANT	Y OR SERVICE CONT	RACT, AND BUYE	R'S EXCLUSI			LESS TRADE	ALLOWANCE	< >
R REPLA	CEMENT OF DEFECTIV	VE PARTS BY DEA	LER.			TAXABLE TOT	AL	ער גובר דף (א
	ICLES: "NEW MEXIC					EXCISE TAX		97, 320, 20 N/O
	RDINARY PURPOSE					LICENSE FEE		N/A
	ARD TO PARTICULAF IT. YOU (THE CONS					DEALER TRANS	SFER	
OLLARS	(\$25.00) FOR EACH	OF THE FIRST TV	VO REPAIRS	IF THE WARR	ANTY IS	TOTAL DUE	GE	N/A
	" This vehicle is Ithout any furthi					PAYOFF ON T	BADE-IN	97,320.00
URTHERV	VARRANTY IS GIVEN	IN WRITING BY D	EALER, OR IF	THIS VEHICLE	IS SOLD	TOTAL DUE		N/A
SERVICE C	RVICE CONTRACT, T CONTRACT ARE AS F	PROVIDED THERE	IN, ANY IMP	LIED WARRAN	ITIES OF	Note: the payoff bala	nce and the fees are estimates	97,320,00
DURATION	TABILITY OR FITNESS OF SUCH WRITTEN REMEDY IS REPAIR	WARRANTY OR	SERVICE CO	NTRACT, AND I	BUYER'S		balances and fees are verified ned, appropriate adjustments, made.	
						TOTAL CASH	DOWN	< N≯A
JSED VEHI his vehicle	CLES: ATTENTION CO has the following pro	ONSUMER: Sign h oblems and you ac	ere only if the aree to by the	e dealer has told vehicle on thos	you that se terms:	CREDIT INSU	RANCE	N/8
						GUARANTEED	ASSET PROTECTION	N/0
2						TIRE & WHEE	L COVERAGE	N/0
3					·	EXTENDED SI	ERVICE AGREEMENT	
l						BALANCE DU	E	97 220 00
	Signature:					Dealer states un	der oath that to the best of	
DAMAGES /	ES: DEALER IS NOT ARISING OUT OF THIS LOSS OF USE, LOSS	SALE OR THE USE (	of this vehi	CLE. INCLUDING	BUT NOT	there has been damage on the v	no alteration or chassis i vehicle being purchased, exc art of this agrement.	repair due to wreck
LOSS OF EA	RNINGS OR PROFITS,	OR ANY COMMER	CIAL LOSS.			Buver states und	ler oath that to the best of Buy ration or chassis repair due	yer's knowledge there
FORM FOR	CLES AND DEMONSTI THIS VEHICLE IS PAP RIDES ANY CONTRAP	rt of this contf	ACT. INFORM	IATION ON THE	WINDOW	the trade-in vehi of this agreenent Initial:	icle, except as noted in othe	er documents as part
e full purchas	se price is due upon delive	ery. This is a buyer's or Dealer-arranged fina	der agreement, i nce rate (APR) i	not a credit agreem nav be neootiated.	Dealer may r	not a lender. Dealer eceive a portion of f	may assist Buyer in arrangin inance charge from the lend	er. Buyer grants Dealer
security intere ommercial Co as been delive his vehicle is ehicle to Deale POT DELI Buyer has th his right, b ecceipt of n varagraph.	est in the vehicle being pur de. Buyer is not bound by red or after this agreement being delivered pending, is immediately upon dema VERY: Buyer has the ne right to the return uyer must return the ofice that financing	rchased under the Unit credit terms until credi t becomes binding. and subject to, third p nd if financing fails for cright to void this n of any trade-in e vehicle to the c was not approve	form Commercia it disclosures ha arty credit appro- r any reason. 5 purchase if and all mond lealer in the ed. Dealer sh	al Code to secure fi ve been made. Dea oval and financing. financing is n. ey paid by buy same conditionall not charge	III payment. I ler may retair ("Spot Delivi ot approve er, if buye en received any fees	Dealer has all rights Buyer's deposit if Bi ery"). Dealer does no ed within 20 cal r voids this con d (normal wear as long as the	and remedies of a secured p uyer fails to complete this pu of guarantee credit approval. endar days after delivu tract under this parag and tear excepted), w vehicle is returned as	arty under the Uniform rchase after the vehicle Buyer must return the ery of the vehicle. Iraph. To exercise vithin 48 hours of s provided in this
uyer agrees to greement betw this agreeme	een Ruver and Dealer and	cancel and supersede ss made in writing and an and arbitration prov	any oral or other signed by Deale ision - see rever	agreement, promis er. This agreement i rse. See additional	e or alleged r s not binding terms printed	epresentation conce on Dealer until sign on the back side of	finance contract are an exc rning the vehicle and this pur ted by Deater's authorized rep this agreement.	chase. No modification

T		0	Thuð	order A	1005)			
El Tillery Buick 2221 Los Lunas, P: 505-565-3	JICK • GMC GMC, LLC - (Deale Autumn Brush New Mexico 87031 333 • F: 505-565-34 (REPUBL)TI-	er) I I67				ient	Tillery Chevrole P.O. B Moriarty, New	LERAY DET • GMC t GMC - (Dealer) iox 609 Mexico 87035 • F: 505-832-4208
	PO BOX AL		City			NEZip	07322Home Phone	- All the last a state of All the
Purchased V	ehicle				The Hug		Work Phone	(505)863-210
Year 2022	Make BLIE BUT	Mod	el utsu	Matricesson	Sec. and a ball	and all all all and a second	New / Used /	Demo
VIN	1 BAKGGBAGAF37	CODIFA		Color	and and the second second	Odometer	Stock N	<u>R11 1</u>
Trade Vehic		12/242/4		YEL			1,549	F2定的你5
Year	Make	Model		Color		SELLING	PRICE	97, 320, 01
VIN				Odometer	-	DEALER	NSTALLED ACCESSORIES:	N/A
	10//	ARRANTY INFOR	MATION					54.25
NEW VEH	CLES AND DEMC	INSTRATORS: T	HIS VEHIC	LE IS SOLD	WITH A	1.0.280	AND STREET	N/R
MANUFACT	URER'S LIMITED WA	ARRANTY. THE MA	NUFACTUR	ER'SLIMITEDWA	ARRANTY	051	1080111 P0 16982	0.00
PERFORM	REPAIRS UNDER	THE MANUFACT	URER'S LII	MITED WARRAM	NTY. BUT	1/ 1	LIGHT FOR TO THE T	0.00
FOR ANY II	NOT RESPONSIBLE	ES MADE BY TH	acturer's E manufac	LIMITED WARR	ANTY OR R MAKES	1.11.1		0.00
NO WARRA	NTY ON THIS VEH BILITY OR FITNESS	ICLE AND DISCL	AIMS ANY	<b>IMPLIED WARR</b>	ANTY OF			©. 88
IS DEEMED	TO HAVE BEEN MA	DE BY DEALER, C	DR IF THIS	/EHICLE IS SOLI	D WITH A		<u>11 H 2</u>	0,00
SERVICE CO	ONTRACT, THE TERN OVIDED THEREIN, A	IS OF ANY SUCH	WARRANT	OR SERVICE CO	ONTRACT	REBATES	CAR INCLUDING	< <u>N/A</u>
FITNESS FC	R A PARTICULAR F	PURPOSE ARE LI	MITED TO	THE DURATION	OF SUCH	ACCESSOF	RIES	97, 320, 08
OR REPLAC	OR SERVICE CONT	VE PARTS BY DE	:R'S EXCLU ALER.	SIVE REMEDY IS	S REPAIR	LESS TRA	ADE ALLOWANCE	< 🦂
			O THAT TH			TAXABLE	TOTAL	97.320.60
FOR THE O	CLES: "NEW MEXIC RDINARY PURPOSE	ES FOR WHICH 1	HE VEHICL	E IS USED FOR	FIFTEEN	EXCISE T	AX	11/0
DAYS OR FI	VE HUNDRED MILES RD TO PARTICULAR	S AFTER DELIVER	Y. WHICHE	VER IS EARLIER	, EXCEPT	LICENSE		N/A
AGREEMEN	T. YOU (THE CONS	SUMER) WILL H	AVE TO PA	AY UP TO TWE	NTY-FIVE	DEALER TH SERVICE C	RANSFER HARGE	14/14
VIOLARS (	\$25.00) FOR EACH THIS VEHICLE IS	OF THE FIRST TO	WO REPAIF _D AS IS (.	is if the warf After 15 days	RANTY IS	TOTAL DU	IE	97, 320, 00
MILES), WI	THOUT ANY FURTH	ER WARRANTY, E	XPRESSED	OR IMPLIED, U	NLESS A	PAYOFF 0	N TRADE-IN	11/1
WITH A SEF	RVICE CONTRACT, T	HEN THE TERMS	OF SUCH F	URTHER WARR	ANTY OR	TOTAL DU	IE	97, 320, 66
MERCHANT. DURATION	DNTRACT ARE AS F ABILITY OR FITNESS OF SUCH WRITTEN REMEDY IS REPAIR	S FOR A PARTICU WARRANTY OR	LAR PURPO	OSE ARE LIMITEI	D TO THE BUYER'S	only. At the tim	ff balance and the fees are estimates he the balances and fees are verified termined, appropriate adjustments, ill be made.	
						TOTAL CA	SH DOWN	< 14.56
this vehicle	LES: ATTENTION CO has the following pro	oblems and you a	gree to by th	he dealer has told to vehicle on those to the second s	se terms:	CREDIT IN	ISURANCE	N/A
1						GUARANT	EED ASSET PROTECTION	利/街
2	the first second of the					TIRE & W	HEEL COVERAGE	N/A
3		had the second				EXTENDE	D SERVICE AGREEMENT	N/A
4				a Fal		BALANCE	DUE	97, 320, 68
ALL VEHICLE DAMAGES AF LIMITED TO LOSS OF EAR USED VEHICI FORM FOR T	ignature: S: DEALER IS NOT I RISING OUT OF THIS S LOSS OF USE, LOSS NINGS OR PROFITS, LES AND DEMONSTR HIS VEHICLE IS PAR RIDES ANY CONTRARY	LIABLE FOR INCID SALE OR THE USE OF TIME, INCONV OR ANY COMMER ATORS: THE INFO T OF THIS CONTR	de This Veh Enience, Ti Cial Loss. Rmation Y	SEQUENTIAL OR ICLE, INCLUDING RANSPORTATION, DU SEE ON THE MATION ON THE	BUT NOT RENTAL, WINDOW	there has b damage on a documents a Buyer states has been no	s under oath that to the best of been no alteration or chassis re the vehicle being purchased, exce as part of this agrement. under oath that to the best of Buy alteration or chassis repair due t vehicle, except as noted in other nent.	Dealer's knowledge epair due to wreck ept as noted in other er's knowledge there o wreck damage on

BANK OF COLORADO-PINNACLE BANK 013 00030 01 PO BOX 147 FORT LUPTON CO 80621

ACCOUNT: XXXXX2691 11/30/2020 DOCUMENTS: 73

PAGE: 6

TELEPHONE:800-227-7715

#### REHOBOTH CHRISTIAN SCHOOL ASSO

#### COMMERCIAL+INTEREST ACCOUNT XXXXX5875

			– – – – CHECKS			
CHE	CK #DATE.	AMOUNT	CHECK #DATE	AMOUNT	CHECK #DATE.	AMOUNT
	4773*11/04	308.40	4840 11/10	5,942.12	4862 11/12	321.75
	4812*11/06	113.00	4841 11/09	1,444.78	4863 11/13	2,350.00
	4815 11/06	33,606.63	4842*11/05	400.00	4864 11/16	672.73
	4816 11/05	128.00	4844 11/10	111.41	4865 11/17	1,583.40
	4817*11/06	600.00	4845 11/16	21.00	4866 11/18	255.44
	4820 11/03	287.54	4846 11/17	31.33	4867 11/16	357.00
	4821 11/03	5,210.68	4847 11/25	682.56	4868 11/24	156.80
	4822 11/02	1,855.63	4848 11/18	1,488.41	4869*11/24	16,861.00
	4823*11/03	321.84	4849 11/18	6,218.36	4871 11/24	161.15
	4827 11/17	1,721.40	4850 11/16	78.00	4872 11/23	224.22
	4828 11/03	16.00	4851 11/18	350.00	4873 11/24	900.00
_	4829*11/03	3,041.35	4852 11/18	111.00	4874*11/23	1,941.14
	4831 11/10	320.00	4853 11/18	650.50	4876 11/23	921.69
	4832 11/10	366.63	4854 11/18	24.24	4877 11/25	60.00
	4833 11/05	28.98	4855 11/17	4,546.49	4878 11/23	1,796.00
	4834 11/10	121.48	4856 11/16	2,941.56	4879*11/23	543.00
	4835 11/10	483.89	4857 11/13	400.00	4883*11/30	2,985.02
	4836 11/10	495.00	4858 11/16	921.69	4888*11/30	1,000.00
	4837 11/23	201.00	4859 11/17	24.89	4890 11/25	285.75
	4838 11/10	34.34	4860 11/18	619.77		
	4839 11/23	614.00	4861 11/19	584.89		

(\*) INDICATES A GAP IN CHECK NUMBER SEQUENCE

OTHER DEBITS		
DESCRIPTION	DATE	AMOUNT
TSYS PYMT PROC 84870017744265	11/02	231.79
WIRE/OUT-202030800259;COBR30 OUTGOING FEES	11/03	20.00
FPS-IPX-Debits CSRIC 25	11/03	7,121.76
WIRE/OUT-202030800259; BNF TILLERY CHEVROLET OPERATING	11/03	583,920.00
ACCT; OBI REHOBOTH CHRISTIA		
CARDMEMBER SERV WEB PYMT *********9670	11/06	23,181.49
NAVIA BENEFIT SO FLEXIBLE B RS8	11/09	30.00
NAVIA BENEFIT SO FLEXIBLE B RS8	11/09	155.65
DISCOUNT TSYS/TRANSFIRST 39300979145561 REHOBOTH CHRISTIAN	11/10	531.47
SCH DISCOUNT		
PAYCOM PAYCOM PAY RA56	11/12	109,809.33
PaymentSpring REMITTANCE 21265	11/16	5.10
NAVIA BENEFIT SO FLEXIBLE B RS8	11/16	73.00
* * * CONTINUED * * *		



