

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

GOVERNING BOARD

Chris Gallagher, *Chairman*
Mandy Schuster, *Vice Chairman*
Joe Franco
Tom Hammond
Jeff Hemphill
Kevin Stafford

Staff

Dan Newton
Air Pollution Control Officer
Erik Edholm
Air Quality Engineer
Vacant
Administrative Staff Assistant

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD MEETING

City Council Chambers
66 N. Lassen Street, Susanville, CA 96130

Agenda
Tuesday, October 9, 2018

3:00 p.m.

ADDRESSING THE BOARD

- * Any person desiring to address the Board shall first secure permission of the presiding officer.
 - * Matters under the jurisdiction of the Board, and not on the Agenda, may be addressed by the Public at the time provided in the Agenda under Public Comment.
 - * The Board of Directors will not take action on any subject that is not on the Agenda.
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- A. CALL TO ORDER**
- B. ROLL CALL OF BOARD OF DIRECTORS**
- C. AGENDA APPROVAL**
- D. APPROVAL OF MINUTES FOR THE MEETING OF: August 14, 2018**
- E. BOARD MEMBER ISSUES/REPORTS**
- F. CORRESPONDENCE**
- G. PUBLIC COMMENT**
(Any person may address the Board at this time to comment on any subject not on the agenda. However, the Board may not take action other than to direct staff to agendize the matter at a future meeting).
- H. MATTERS FOR BOARD CONSIDERATION**

PG. 9	1. Subject: Recommendation:	Report on District Activities Information only/Receive Report
PG. 11	2. Subject: Recommendation:	District Financial Reports Information only/Receive Report
PG. 13	3. Subject: Recommendation:	Woodsmoke Reduction Pilot Program Workplan Modification Adopt Resolution 18-08 approving the modifications to the existing Woodsmoke Reduction Pilot Program Workplan
PG. 25	4. Subject: Recommendation:	Amend Fiscal Year 2018-2019 Budget to accommodate Additional Woodsmoke Reduction Program Funding. Adopt Resolution 18-09 amending the Fiscal Year 2018-2019 Budget.
PG. 27	5. Subject: Recommendation:	Residential Waste Burning Request for exemption Adopt Resolution 18-10 Requesting Exemption from certain sections of Residential Waste Burning Airborne Toxic Control Measure.
PG. 47	6. Subject: Recommendation:	Carl Moyer Dealer Agreement for Agricultural Equipment Replacement – Lane Tractor Sales, Inc. Adopt Resolution 18-11 authorizing the APCO to execute dealer agreement with Lane Tractor Sales, Inc.
PG. 55	7. Subject: Recommendation:	Carl Moyer Agricultural Equipment Replacement Program – Steve Bricker Adopt Resolution 18-12 authorizing the APCO to execute updated grant agreement 18-20-CMP-04 in the amount of \$35,000 to Steve Bricker

I. ADJOURN

NEXT SCHEDULED GOVERNING BOARD MEETING DECEMBER 11, 2018

**UNAPPROVED MINUTES
LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT
GOVERNING BOARD
AUGUST 14, 2018**

The Board convened in regular session at 3:00 P.M. in the City Council Chambers, located at 66 N. Lassen Street, Susanville, CA, with; Chairman Chris Gallagher, Vice Chairperson Mendy Schuster, and Directors; Joe Franco, Jeff Hemphill, Tom Hammond, and Kevin Stafford present. Also present were: Dan Newton, Air Pollution Control Officer (APCO); Erik Edholm, Air Quality Engineer (AQE), and Krystle Hollandsworth, Administrative Staff Assistant.

C. AGENDA APPROVAL

Motion by Director Franco, second by Director Hammond, to approve the August 14, 2018, agenda. Motion carried.

D. APPROVAL OF MINUTES

APPROVAL OF MINUTES FOR THE MEETING OF; JUNE 12, 2018: Director Hemphill motioned to approve the June 12, 2018 minutes, and the motion was seconded by Director Stafford. Motion carried. Vice Chairperson Schuster abstained.

E. BOARD MEMBER ISSUES/REPORTS

Director Hemphill asked what the process is if a Carl Moyer applicant is changing dealers.

Director Hammond stated he would be hosting a Town Hall Meeting in Doyle regarding Sierra Pacific Industries farming practices. If staff is available, Director Hammond would like an Air Pollution staff representative to attend the meeting.

Chairman Gallagher reported he was thankful to staff and Lassen County Public Health for all the work they did during the recent wildfires. He appreciated all the effort and time that was given to distribute air quality advisories.

F. CORRESPONDENCE

NO CORRESPONDENCE

G. PUBLIC COMMENT

NO PUBLIC COMMENT

H. MATTERS FOR BOARD CONSIDERATION

1. Report on District Activities

Dan Newton, Air Pollution Control Officer (APCO) gave a report on recent District activities. The District has been involved with the following items since the last meeting:

Carl Moyer Grant Program; Staff responds to inquiries regarding project eligibility and monitor existing agreements. Additionally, Mr. Edholm is required to inspect all equipment associated with approved projects.

Facility Inspections: APCO Newton, informed the Board that the District currently has approximately 70 facilities permitted, and staff attempts to inspect these facilities annually.

Air Quality Engineer Edholm discussed the recent wildfire smoke conditions and monitoring. He explained that the District requested two monitors from the Air Resources Board. One was placed on the roof of the Air Pollution office and the other was placed in Spaulding. He also mentioned that the monitor in Spaulding was picking up readings in the hazardous category for almost a week.

Mr. Edholm also discussed the difference between the visible emission chart and the monitor readings. He stated that once the monitors are gone, school officials, sport organizations, and public health staff are trained on how to use the visible emission chart.

There was some discussion on the overall air conditions in the northern area.

Director Franco inquired about the best indoor cooling options during wildfire season, specifically unhealthy air quality days.

AQE Edholm responded that air conditioners are the best, because they are not using outside air. He mentioned that even though swamp coolers are popular in this area, people should avoid using them during unhealthy air conditions. Additionally, he informed the Board that there are a few options for indoor air filters.

APCO Newton reaffirmed Vice Chairman Gallagher's statement concerning the effectiveness of the Public Health Department regarding the distribution of air quality advisories.

2. District's Financial Report

Mr. Newton presented the financial reports for June and July 2018. He explained the reports detail the revenue and expenditures of the District and noted that the net ending balance continues to remain consistent. He also described the type of revenue sources the District receives and outlined expenditures the District incurs monthly.

3. CAPCOA Woodsmoke Reduction Pilot Program

Mrs. Hollandsworth reported details about the implementation of the CAPCOA Woodsmoke Reduction Pilot Program. She explained the program goals are to target low income disadvantaged households, but the program is a first come first serve basis so non-low-income households still could receive funds. Similar to the Districts Woodstove Replacement program, these funds would be used to assist in the replacement of existing uncertified residential wood burning stoves, with a more efficient certified device. Mrs. Hollandsworth stated that the applicant would either qualify for the enhanced voucher which is \$3000, or the standard voucher which is \$1500.

Mrs. Hollandsworth explained that staff has been actively promoting the program through various media outlets. She also informed the Board that staff has been working to secure other retailers, but currently All-Season Heating & Air is the only retailer that has signed the dealer agreement. Chairman Gallagher inquired about the remaining balance in the program.

Mrs. Hollandsworth stated that the programs current balance is \$33,000, but that there are possibly unallocated funds that District might be able to capture if it can spend its initial allocation quickly.

Mr. Edholm added that staff does not know exactly how the disbursement of the unallocated funds will be allocated, but staff will be looking into that soon.

4. Carl Moyer Agricultural Equipment Replacement Program – Triangle "F" Ranch

Erik Edholm summarized that the proposed grant to Triangle "F" Ranch for a tractor replacement project that will replace a 1976 IH Farmall 856-D with a 2018 Massey Ferguson MF4708 series, for a total grant amount of \$35,000.

Chairman Gallagher asked if the proposed \$35,000 is the max grant amount.

Mr. Edholm confirmed that our local program max is \$35,000, but sometimes you will see grant awards for more due to projects being co-funded through the Rural Assistance Program (RAP).

Director Franco questioned what the average cost of a new tractor is, and if the grantee trades in their old tractor.

Mr. Edholm explained that the cost varies based on the size and options on the tractor, but the District pays either \$35,000 or 80% of the cost of the new tractor. The grantee will pay the difference and can't trade in their old tractor. The program guidelines state the old one must be made inoperable.

Director Hemphill motioned to approve resolution 18-02 authorizing the APCO to execute grant agreement 18-20-CMP-01 in the amount of \$35,000 to Triangle "F" Ranch, seconded by Director Hammond. Motion carried.

5. Carl Moyer Agricultural Equipment Replacement Program – George Farms

Mr. Edholm explained the proposed grant to George Farms for a tractor replacement project that will replace a 1991 Kubota M7030 with a 2018 John Deere 5075 M series, for a total grant amount of \$35,000.

Director Franco motioned to approve resolution 18-03 authorizing the APCO to execute grant agreement 18-20-CMP-02 in the amount of \$35,000 to George Farms, seconded by Vice Chairman Schuster. Motion carried.

6. Carl Moyer Agricultural Equipment Replacement Program – Pat Oilar

Mr. Edholm stated the proposed grant to Pat Oilar is for a tractor replacement project that will replace a 1995 Case IH 8850 with a 2015 Massey Ferguson 9860 series, for a total grant amount of \$35,000.

Director Hammond motioned to approve resolution 18-04 authorizing the APCO to execute grant agreement 18-20-CMP-03 in the amount of \$35,000 to Pat Oilar, seconded by Director Hemphill. Motion carried.

7. Carl Moyer Agricultural Equipment Replacement Program – Steve Bricker

Mr. Edholm informed the Board that the proposed grant to Steve Bricker is for a tractor replacement project that will replace a 1978 JI Case 480C with a 2018 John Deere 5065 E series, for a total grant amount of \$35,000.

Mr. Edholm asked Director Hemphill if he knew whether Mr. Bricker was changing his tractor or the dealer.

Director Hemphill responded that he is changing the tractor.

Mr. Edholm stated that if that is the case, the Board can approve the resolution and contract, but an amendment will need to be brought back to Board with the modified tractor information.

Director Hammond motioned to approve resolution 18-05 authorizing the APCO to execute grant agreement 18-20-CMP-04 in the amount of \$35,000 to Steve Bricker, seconded by Director Stafford. Director Hemphill abstained. Motion carried.

8. Carl Moyer Agricultural Equipment Replacement Program – C.W. Johnson Ranch

Mr. Edholm stated the proposed grant to C. W. Johnson Ranch is for a tractor replacement project that will replace a 1979 John Deere 4240 with a 2018 Case Farmall 90C, for a total grant amount of \$35,000.

Director Hammond motioned to approve resolution 18-06 authorizing the APCO to execute grant agreement 18-20-CMP-05 in the amount of \$35,000 to C.W. Johnson Ranch, seconded by Director Hemphill. Motion carried.

9. Carl Moyer Agricultural Equipment Replacement Program – Richard Lewis

Mr. Edholm explained that the proposed grant to Richard Lewis is for a tractor replacement project that will replace a 1951 IH Farmall MD with a 2018 John Deere 5055E, for a total grant amount of \$ 28,834.56.

Director Stafford motioned to approve resolution 18-07 authorizing the APCO to execute grant agreement 18-20-CMP-06 in the amount of \$28,834.56 to Richard Lewis, seconded by Director Hammond. Motion carried.

Director Franco asked if the applicants can choose the new tractors.

Mr. Edholm stated, yes. The grantees can choose the tractor replacements, but they must stay within 125% of their original horsepower.

Chairman Gallagher inquired if district staff has investigated buying air monitors.

Mr. Newton stated that the District has looked into the matter, but if we purchased one, it would still require a technician to calibrate and set it up.

Mr. Edholm added that the estimated cost of a monitor is \$23,000. He did state that there might be some funds available through public health.

Continued discussion occurred on the possibility of purchasing an E-BAM monitor and wildfire smoke advisories.

I. ADJOURN 3:45 P.M.

Motion by Director Franco, second by Director Stafford, to adjourn the August 14, 2018, Lassen County Air Pollution Control District Governing Board Meeting. Motion carried.

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Joe Franco
Tom Hammond
Jeff Hemphill
Kevin Stafford

Staff

Dan Newton
Air Pollution Control Officer
Erik Edholm
Air Quality Engineer
Vacant
Administrative Staff Assistant

Meeting of October 9, 2018

To: Governing Board

From: Dan Newton, APCO

Subject: Report on District Activities

The District has been involved in the following since the last meeting:

- Carl Moyer Related Activities
 - o Respond to various questions
 - o Review existing agreements
 - o Tractor inspections
- Woodsmoke Replacement Program
- Facility Inspections
- Renew Existing Permits
- Wildfire Smoke Monitoring
- Responded to Complaints
- Visible Emissions Certification
- Applied for Subvention Funding

Some of these items will likely become the subject of future agenda items for Board discussion.

Staff can answer questions about any of these items as necessary.

Respectfully Submitted,

Dan Newton
Air Pollution Control Officer

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 Joe Franco

Staff

Dan Newton
Air Pollution Control Officer
 Erik Edholm
Air Quality Specialist
 Vacant
Administrative Staff Assistant

From: Dan Newton

Date:

Subject: August 2018 Financial Report

Opening Balance:	\$ 154,889.85
CCI Woodsmoke Program	\$ 45,000.00
Carl Moyer Program Balance	\$ 489 010.28

Net Beginning Balance: \$ 688,900.13

Revenue:

Permits	\$ 4,863.04
DMV Fee Revenue	\$ 0.00
DMV Subvention	\$ 0.00
Unsecured Property Tax	\$ 70.18
Carl Moyer	\$ 0.00
CCI Woodsmoke Reduction Program	\$ 0.00
Interest (Fair Market Value Adjustment)	\$ 0.00
Total Revenue	\$ 4,933.22

Expenditures:

Contract Services – City of Susanville

Salaries and Benefits	\$ 17,574.00
Services and Supplies	\$ 968.00
Carl Moyer Grants	\$ 0.00
Woodstove Replacement Grants	\$ 3,000.00
CCI Grants	\$ 3,000.00
Total Expenditures	\$ 24,542.00

Ending Balance	\$ 669,291.35
Carl Moyer Program Balance	\$ 489,010.28
CCI Woodsmoke Program	\$ 42,000.00
Net Ending Balance:	\$ 138,281.07

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Air Pollution Control Officer
Erik Edholm
Air Quality Specialist
Vacant
Administrative Staff Assistant

From: Dan Newton

Date:

Subject: September 2018 Financial Report

Opening Balance:	\$ 138,281.07
CCI Woodsmoke Program	\$ 42,000.00
Carl Moyer Program Balance	\$ 489 010.28

Net Beginning Balance: \$ 669,291.35

Revenue:

Permits	\$ 0.00
DMV Fee Revenue	\$ 0.00
DMV Subvention	\$ 0.00
Unsecured Property Tax	\$ 0.00
Carl Moyer	\$ 0.00
CCI Woodsmoke Reduction Program	\$ 0.00
Interest (Fair Market Value Adjustment)	\$ 0.00
Total Revenue	\$ 0.00

Expenditures:

Contract Services – City of Susanville	
Salaries and Benefits	\$ 17,574.00
Services and Supplies	\$ 968.00
Carl Moyer Grants	\$ 70,000.00
Woodstove Replacement Grants	\$ 0.00
CCI Grants	\$ 0.00
Total Expenditures	\$ 88,542.00

Ending Balance	\$ 580,749.35
Carl Moyer Program Balance	\$ 419,010.28
CCI Woodsmoke Program	\$ 42,000.00
Net Ending Balance:	\$ 119,739.07

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Meeting of October 9, 2018

To: Governing Board

From: Dan Newton, APCO

Subject: CAPCOA Woodsmoke Reduction Pilot Program Workplan Modification

On June 12, 2018, the Board approved the Districts' Workplan for the CAPCOA Woodsmoke Reduction Pilot Program. The program will provide incentives to primarily low-income disadvantaged households or communities to assist towards the replacement of existing uncertified residential wood burning stoves, wood inserts, or fireplaces used as a primary source of heat, with a cleaner-burning more efficient device. Below are the eligible replacement options:

- U.S. EPA certified wood stove or wood insert
- Natural gas home heating device;
- Propane home heating device; or
- Electric home heating device.

District staff has been busy soliciting for applications. Staff has contacted unfunded grant applicants from the Woodstove Replacement Program and distributed flyers to Susanville Stuff, Westwood Chamber of Commerce, All-Season Heating, Lassen County Times and posted it on our website lassenair.org.

The District was able to issue all the original vouchers totaling \$45,000. After contacting CAPCOA, the District was awarded an additional \$90,000 for vouchers, and \$10,000 for administrative costs to run the program.

Since the District began accepting applications July 1, 2018, 45 vouchers have been awarded. 27 applicants qualified for the enhanced voucher in the amount of \$3000, and 18 of them are receiving the standard voucher for \$1500.

The original Woodsmoke Reduction Program Workplan states vouchers will be issued in the order received, with an expiration date of four (4) weeks from issuance. Due to the District only having one retailer participating in the program, Air District staff has proposed to allow additional time beyond 4 weeks if needed. Included is the modified Woodsmoke Reduction Program Workplan with the extension beyond 4 weeks.

Recommendation:

Adopt Resolution 18-08 approving the modification to the existing Woodsmoke Reduction Pilot Program Workplan

Attachments:

- 1) Resolution 18-08
- 2) Modified Woodsmoke Pilot Program Workplan

Respectfully Submitted,

Dan Newton
Air Pollution Control Officer

RESOLUTION NO. 18-08

A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING THE WOODSMOKE REDUCTION PILOT PROGRAM WORKPLAN

WHEREAS, The California Air Pollution Control Officers Association (CAPCOA) has entered into a grant agreement with the California Air Resources Board (CARB), to administer \$5 million in fiscal year 2016-2017 funds appropriated from the Greenhouse Gas Reduction Fund for a state-wide program replacing uncertified, inefficient wood burning devices;

WHEREAS, CAPCOA will work with individual Districts throughout the State to administer the program;

WHEREAS, Lassen County Air Pollution Control District (District) has successfully implemented Woodstove Replacement projects in the past years to reduce emissions and improve air quality in Northeast Plateau, and seeks to continue to reduce emissions from uncertified, inefficient wood burning devices;

WHEREAS, the Governing Board approved on April 10, 2018 approved Resolution 17-10 accepting the terms and conditions of the Memorandum of Understanding (MOU) from CAPCOA to administer the Woodsmoke Reduction Pilot Program;

WHEREAS, the Governing Board approved on June 12, 2018 approved Resolution 17-11 approving the Woodsmoke Reduction Pilot Program Workplan;

WHEREAS, the approved Woodsmoke Reduction Pilot Program Workplan requires vouchers to be redeemed within four (4) weeks of issuance;

WHEREAS, the Woodsmoke Reduction Pilot Program only has one retailer participating in the program;

WHEREAS, the District finds it necessary to modify the approved Woodsmoke Reduction Pilot Program Workplan to extend voucher redemption period if necessary due to limited retailers;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby approves the attached modified Woodsmoke Reduction Pilot Program Workplan;

The foregoing resolution was approved and adopted by the following vote of the Board on October 9, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chris Gallagher, Chairman
Lassen County Air Pollution Control District

ATTEST:

Dan Newton
Air Pollution Control Officer

California Climate Investments Woodsmoke Reduction Program



Lassen County Air Pollution Control District Program Workplan

October 9, 2018

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INTRODUCTION

The Woodsmoke Reduction Pilot Program (Program) is part of California Climate Investments, a statewide program that puts cap-and-trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities. Assembly Bill 1613 committed \$5,000,000 in funding for replacing uncertified, inefficient wood burning devices with cleaner burning and more efficient devices. Statute establishes investment minimums for disadvantaged and low-income communities and low-income households. The Program is designed to help households replace an uncertified wood stove or insert used as the primary source of heat with a cleaner burning and more efficient device. The California Air Resources Board (CARB) developed Program Guidelines for the implementation of the Program. The Program, implemented by CARB, will be administered by the California Air Pollution Control Officers Association (CAPCOA) in coordination with local air quality management districts. The Lassen County Air Pollution Control District (District) will administer Program projects located in Lassen County. This work plan and attached documents outline how the District will administer the Program locally in order meet the goals and requirements of the Woodsmoke Reduction Pilot Program Guidelines and associated agreements with CAPCOA.

I. Program Goals and Objectives

The Program furthers the goals of AB 32 and reduces GHG emissions by offering incentives toward the replacement of existing uncertified residential wood burning devices used for space heating with certified, high-efficiency devices. To be eligible for the Program, a homeowner or renter (Applicant) must use an uncertified wood stove or wood insert as a primary heat source. The incentive amount will depend on where the property is located and the Applicant's household income, with some households qualifying for full replacement cost. The Program will track households in disadvantaged¹ or low-income² communities and low-income³ households and has the goal to distribute 75 percent of total funding to these populations. Applicants who can demonstrate low-income eligibility based on household income will qualify for higher incentives.

The existing uncertified wood stove or wood insert must be replaced with a certified wood stove or insert, a natural gas or propane heating device, or an electric heating device. The Program will achieve GHG emission reductions from the increased efficiency and reduced emissions of the newly installed devices. United States Environmental Protection Agency (U.S. EPA) certified wood stoves burn more cleanly and efficiently, thereby reducing greenhouse gas and particulate matter emissions.

¹ Disadvantaged community census tracts are those identified by CalEPA using CalEnviroScreen 2.0. Maps of disadvantaged communities are available at <http://www.calepa.ca.gov/EnvJustice/GHGIInvest/>

² For the purpose of this program, low-income communities are census tracts with a median household income at or below 80 percent of the statewide median household income or with a median household income at or below the threshold designated as low-income by CA Department of Housing and Community Development's (HCD) State Income Limits adopted pursuant to the Health and Safety Code Section 50093. A final map of low-income communities is under development and is currently available in draft form at:

<https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/lowincomemapfull.htm>

³ For the purposes of this program, low-income households are those with household incomes at or below 80 percent of the statewide median household income or with household incomes at or below the threshold designated as low-income by the CA Department of Housing and Community Development's list of state income limits adopted pursuant to Section 50093. Districts will be responsible for verifying household income eligibility.

The replacement device must be installed by a professional, appropriately licensed stove installer (Installer) and meet local fire and building codes. To ensure that the reductions in emissions are permanent, any stove removed through this program must be rendered permanently inoperable and recycled. The Program will include outreach and educational components to both inform residents about the benefits of switching to cleaner burning home heating devices and train them on the proper operation and maintenance to maximize the device efficiency and minimize pollutant emissions.

II. Project Eligibility and Performance Standards

This Program provides incentives for one replacement per household. The replacement device must be a primary source of heat in the house. The Program is available to both homeowners and renters. In the case of rental properties, formal approval from the property owner will be required as part of the approval process. Retroactive rebates are not available under this program, so Applicants who remove the old device or purchase a new replacement device prior to being approved for this Program will be disqualified. The old, uncertified device must be rendered permanently inoperable and recycled before payment can be issued to the Installer.

Existing Wood Stove

To be eligible for the Program, the Applicant must rely on an existing stove, insert, or fireplace that is uncertified, operational, and used as a primary source of heat in the residence. In order to determine if the existing stove qualifies for the program, the Applicant may do the following:

- Determine when the stove was installed. Stoves installed prior to 1988 do not comply with the particulate emission standards and therefore qualify for this Program.
- Check the stove model against the U.S. EPA list of current and historically certified wood stoves found on the [List of EPA Certified Wood Stoves](#).⁴
- Check the back of the stove for a certification label. Stoves which do not have any label describing particulate matter emission standards qualify for this Program. Wood stoves certified by the U.S. EPA to comply with the particulate emission standards are not eligible for this Program. These stoves will have a label permanently affixed to them stating that the stove is certified to comply with 1988, 1990, or 2015 standard.

The Applicant will certify the eligibility of their current wood stove on the Voucher Application Form. The application will be reviewed by the District to determine if preliminary qualification requirements have been met. The stove's eligibility will be verified by the Installer during an in-home estimate.

Replacement Device

The uncertified wood stove or wood insert must be replaced by a cleaner-burning and more efficient device. Applicants may select one of the following replacement options:

⁴ <https://www.epa.gov/compliance/list-epa-certified-wood-stoves>

- U.S. EPA certified wood stove or wood fireplace insert with emission rates not to exceed 4.5 grams/hour and 2.5 grams/hour for non-catalytic and catalytic stoves, respectively;
- Natural gas home heating device;
- Propane gas home heating device or;
- Electric home heating device.

The replacement device must be installed by a professional, appropriately licensed Installer participating in this Program. The installation must adhere to all applicable local and State building codes. A list of participating Installers will be established by each participating District. Self-installation of heating devices will not be allowed under this Program. Any building permits or other required approvals shall be obtained per local or State ordinances and shall be the responsibility of the Installer or the Applicant. The Applicant will also agree to receive training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance.

Installers interested in participating in this program must agree to the terms and conditions of this Program by signing an agreement with the District. Only installers who have a signed agreement with the District will be eligible to participate in the Program.

III. Voucher Amounts

Enhanced Incentive Vouchers

Applicants that are eligible for Enhanced Vouchers will receive a voucher that will cover all eligible project costs up to an initial maximum of **\$3,000**. The Enhanced Voucher amount can be increased on a case by case basis if the Retailer can show through an estimate submitted to the District prior to starting work that extraordinary circumstances require additional funds. Extraordinary circumstances may include mandatory code or fire safety upgrades, the need to heat a home with large square footage, or unusual configurations. If the District approves the estimate, the Voucher amount will be amended by the District. Designer upgrades and work not necessary for the safe operation of the new device will not be considered. Eligible project costs include the cost of the new device including sales tax, installation including any parts, materials, permits, or labor required for the safe and legal installation of the device, and disposal of the old stove or insert. All eligible costs must be supported by appropriate documentation. The Installer will be required to provide a base estimate for the installation of a basic model that will be safe, clean-burning, and efficient. Upgrades above the base estimate will be paid by the Applicant. Districts will pay the Retailer the approved incentive amount. Any additional balance due will be paid by the Applicant.

Applicants are eligible for the Enhanced Voucher if the wood-burning device is in a census tract within Lassen County designated as a Low-Income Community or Disadvantaged Community. Low income communities are identified on the following map:

<https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/lowincomemapfull.htm>.

Applicants may also demonstrate their income eligibility by submitting proof of participation in one of the following low-income assistance programs:

- U.S. Department of Agriculture Women, Infants and Children (WIC) Program;

- U.S. Department of Health and Human Services Low Income Energy Assistance Program (LIHEAP);
- California Alternate Rates for Energy (CARE) Program with any utility company;

Applicants with household incomes between 60 and 80 percent of MHI do not typically qualify for the programs listed above. Therefore, to qualify for the Low Income Qualified Voucher, the Applicant will have to demonstrate their income eligibility directly to the District. This could be accomplished by presenting pay stubs, tax returns, or income statements for each person living in the residence and, if qualifying using the HCD low-income limits, reporting the number of people in the household. Currently under MHI, any household with income not exceeding \$49,454 is considered low-income. The HCD low-income limits vary depending on the county and household size. See footnotes on page 2.

Standard Incentive Vouchers

Applicants not eligible for the Enhanced Voucher will be eligible for a Standard Incentive Voucher amount of **\$1,500**. The voucher may be used towards eligible project costs.

IV. Reporting

CAPCOA and the District will be responsible for reporting and recordkeeping. All reports must be consistent with the quantification methodologies⁵ and reporting guidance⁶ developed by CARB and the requirements established in these Program Guidelines. Some reported project information will be publicly available on the CARB website, including the amount of funding that is being spent on projects that benefit disadvantaged communities, low-income communities, and low-income households.

In order to document and calculate reductions in GHG, black carbon, and criteria pollutants emissions, and document other co-benefits and benefits to disadvantaged communities, low-income communities, and low-income households, the District will be responsible for collecting, maintaining, and reporting to CAPCOA the following information for each replacement device.

- Tracking number for each device;
- Location of replaced device;
- Incentive amount and, if applicable, verification that Applicant qualifies for an Enhanced Incentive based on the location of the property in a disadvantaged or low-income census tract or Applicant's household income;
- Criteria the project meets for benefiting a disadvantaged community, low-income community, or low-income household and description of how the project meets a community need;
- Type of wood stove being replaced;
- Replacement device type and model;
- Quantity of wood burned annually before replacement;
- Replacement device emission rates and efficiency (if available);

⁵ Available at www.arb.ca.gov/cci-quantification

⁶ Available at www.arb.ca.gov/cci-fundingguidelines.

- Installation date;
- Verification of destruction of uncertified stove (including recycling if available locally) or, where applicable, verification of rendering fireplace and chimney permanently inoperable;
- Verification that the resident was trained on following best practices in wood storage, wood burning for residential space heating, and device maintenance requirements of a new device;
- GGRF dollars spent
- Information on jobs and training opportunities created and whether employees are residents of disadvantaged or low-income communities or low-income households.

Each wood stove replacement must include all of the parameters necessary for quantifying the reductions. Record keeping and tracking will be retained by the District for three years after the “Project Closeout” report is submitted by CAPCOA. In order to have sufficient time to process final payments and to close out the grant agreement, the District must submit all deliverables and payment requests within 45 days after the project performance period.

The District will provide quarterly progress reports detailing project information and payments in a format approved and provided by CAPCOA, which at a minimum shall include the information necessary to satisfy the reporting and recordkeeping provisions of sections 8 and 10 of the state Program Guidelines. The District agrees to advise CAPCOA if its program is underperforming, and to undergo efforts to improve the performance of the program in order to expend the funding in a timely manner or return to CAPCOA unused funds. The District will return the funds within 45 days of a request from CAPCOA.

The table below includes important reporting milestones.

Task	Milestone Description	Scheduled Payment of Grant Funding	
		Project Funds	Administrative Funds
1	Execute Grant Agreement (no later than June 1, 2018)		
2	Submit project plan for approval		
	Project plan approval	\$45,000	
3	Begin installations		
4	Submit quarterly reports		Receive administrative funding less 10% withholding (\$4,275.00)
5	Complete installations		
6	Final payment requests submitted to CAPCOA (no later than December 31, 2019)		
7	Submit “Closeout” report (no later than January 31, 2020)		Remaining 10% administrative withholding (\$475.00)

V. Workflow

The following workflow will be used to expend funds in a timely manner and to track information required by CARB and CAPCOA:

1. Prior to Program implementation, the District will train Participating Retailers and sign the Retailer Agreement. The District will also conduct outreach to notify the public about the Program.
2. The application process begins when the applicant completes the Voucher Application Form. Voucher applications will be available through the District office, the District website (website address) and at Participating Retailers.
3. District Staff will review the application for completeness. If the Applicant supplies personal financial information or information about enrollment with other low-income assistance programs to qualify for an Enhanced Voucher, District Staff will review the documents to verify eligibility and return those documents to the Applicant. The District will not retain sensitive financial information regarding the Applicant. If such records are delivered to the District, District Staff will destroy or return sensitive financial information immediately after review for eligibility.
4. Vouchers will be issued in the order received, with an expiration date of four (4) weeks from issuance. The district may allow additional time beyond 4 weeks if needed.
5. Vouchers will be accepted by Participating Retailers at the time of sale and applied as a discount. Retailers will notify the District of a sale once the customer has signed a contract or entered into a binding purchase agreement. For Enhanced Vouchers, retailers will provide the District a cost estimate for District approval prior to installation.
6. Installation must be completed by a licensed contractor with a valid building permit within 90 days of purchase. The retailer / installer will complete the Voucher Tracking Form to track progress. When the old device is delivered to the recycler, the Recycler Certification Form will be completed.
7. Retailers will provide training to the applicant to ensure the new device is properly operated and maintained to maximize energy efficiency and achieve the lowest possible emission rates. The Acknowledgement of Training Form will be used to document the training requirement.
8. Retailers will be reimbursed by the District once the installation is complete, the replaced device is properly dismantled and recycled, and required documents are submitted to the District.
9. The District will submit the required documentation and reports to CAPCOA and retain all necessary Program information.

VI. Attachments

1. Voucher Application Checklist Cover Letter
2. Voucher Application Form
3. Voucher
4. Retailer Checklist Cover Letter
5. Voucher Tracking Form
6. Recycler Certification Form
7. Owner / Tenant Agreement for Rental Properties
8. Retailer Agreement
9. Acknowledgement of Training Form

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD**GOVERNING BOARD**

Chris Gallagher, *Chairman*
Mandy Schuster, *Vice Chairman*
Joe Franco
Tom Hammond
Jeff Hemphill
Kevin Stafford

Staff

Dan Newton
Air Pollution Control Officer
Erik Edholm
Air Quality Engineer
Vacant
Administrative Staff Assistant

Meeting of October 9, 2018

To: Governing Board

From: Dan Newton, APCO

Subject: Amend Fiscal Year 2018-2019 Budget to accommodate additional Woodsmoke Reduction Program Funding.

When preparing the 2018-2019 budget, Woodsmoke Reduction Program expenditures and revenues matched the allocated amount of \$45,000 for expenditures and \$50,000 for revenues. The district has received additional Woodsmoke Reduction Program funding in the amount of \$100,000. Of the additional \$100,000 funding, \$90,000 will be allocated towards woodsmoke reduction voucher expenditures and \$10,000 will be allocated towards administrative costs.

Staff proposes to increase expenses in the amount of \$90,000 and increase revenue in the amount of \$100,000.

Recommendation:

Adopt Resolution 18-09 amending the Fiscal Year 2018-2019 Budget.

Attachments:

- 1) Resolution 18-09

Respectfully Submitted,

Dan Newton
Air Pollution Control Officer

RESOLUTION NO. 18-09

A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT AMMENDING THE FISCAL YEAR 18/19 BUDGET.

WHEREAS, LCAPCD annually adopts a budget for its administrative and operational costs;

WHERAS, the LCAPCD Governing Board approved and adopted the 2018-2019 Fiscal Year Budget on June 12, 2018, by Resolution No. 17-14;

WHERAS, the LCAPCD finds it necessary to amend the 2018-2019 Fiscal Year Budget as follows:

- 1) Increase Woodsmoke Reduction Program Expenditure Line Item by \$90,000 to a total of \$135,000 for fiscal year 2018-19.
- 2) Increase Woodsmoke Reduction Program Revenues Line Item by \$90,000 to a total of \$135,000 for fiscal year 2018-19.
- 3) Increase Woodsmoke Reduction Program Admin Revenues Line Item by \$10,000 to a total of \$15,000 for fiscal year 2018-19.

NOW, THEREFORE, BE IT RESOLVED, by the LCAPCD Governing Board the 2018-2019 Fiscal Year Budget is hereby amended as detailed above.

The foregoing resolution was approved and adopted by the following vote of the Board on October 9, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chris Gallagher, Chairman
Lassen County Air Pollution Control District

ATTEST:

Dan Newton
Air Pollution Control Officer

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

GOVERNING BOARD

Chris Gallagher, *Chairman*
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Staff

Dan Newton
Air Pollution Control Officer
 Erik Edholm
Air Quality Engineer
 Vacant
Administrative Staff Assistant

Meeting of October 9, 2018

To: Governing Board
 From: Dan Newton, APCO

Subject: Consider the adoption of Resolution 18-10 approving the request to the California Air Resources Board for exemptions to certain provisions of the airborne toxic control measure (ATCM) to reduce emissions of toxic air contaminants from outdoor residential waste burning.

In 2003, the California Air Resources Board adopted an Outdoor Residential Waste Burning ATCM. This ATCM effectively banned burn barrels in most areas of the State. Through extensive dialog with ARB, remote areas in the State, those with a population of less than 3 people per square mile, were exempted from the burn barrel ban. This exemption was only good for 10 years however, and in 2013 District Staff applied to extend the exemptions in most parts of Lassen County with populations less than 3 people per square mile.

Where the population density is greater than 10.0 within the boundaries of any census zip code within an air district, an air district may file a Request for Exemption to create sub-areas within a census zip code to allow the burning of dry non-glossy paper and cardboard, or the use of burn barrels or incinerators, or both, provided the unincorporated sub-area has a population density of less than or equal to 3.0. The sub-area exemptions created in 2013, are set to expire December 31, 2018.

District Staff has submitted a request to renew temporary sub-area exemption areas in Lassen County. The exemption request process outlined in the ATCM to has been followed by District Staff. Staff has prepared the necessary documentation, which includes a resolution, a map and a map creation methodology. Resolution 18-10 has been drafted for the Governing Board's consideration and approval. By adopting the resolution, the District is committing to provide information on the hazards of burning in burn barrels, the District is stating that the exemption request is necessary, and that the health risks have been considered for those in populated areas.

District Staff will work with local fire agencies and Cal Fire to ensure information on the hazards of burning in burn barrels is handed out with permits. Resolution 18-10 states that the exemptions are necessary because of fire hazards created by open burning and the long distances residents must travel to a waste disposal facility. Finally, health risks have been considered for all populated areas within exempted areas. Consideration has been provided by choosing not to request exemptions in populated areas, of discretionary zip codes, those with a population between 3.0 and 10.0 people per square mile, particularly in the Bieber and Nubieber areas.

Recommendation:

Adopt Resolution 18-10 approving the request to the California Air Resources Board for exemptions to certain provisions of the airborne toxic control measure to reduce emissions of toxic air contaminants from outdoor residential waste burning.

Attachments:

- 1) Resolution 18-10
- 2) Outdoor Residential Waste Burning ATCM

Respectfully Submitted,

Dan Newton
Air Pollution Control Officer

RESOLUTION NO. 18-10

A RESOLUTION OF THE LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT (LCAPCD) GOVERNING BOARD APPROVING A REQUEST TO THE CALIFORNIA AIR RESOURCES BOARD (ARB) FOR DISCRETIONARY EXEMPTIONS UNDER CERTAIN PROVISIONS OF THE AIRBORNE TOXIC CONTROL MEASURE (ATCM) TO REDUCE EMISSIONS OF TOXIC AIR CONTAMINANTS FROM OUTDOOR RESIDENTIAL WASTE BURNING

WHEREAS, the California Air Resources Board has adopted the ATCM that governs outdoor residential waste burning for the purpose of reducing emissions of toxic air contaminants, and

WHEREAS, the ATCM governs outdoor residential waste burning by defining allowable combustibles and disallowed combustibles; and restricting the manner in which allowable combustibles can be burned, and

WHEREAS, the ATCM provides exemptions pursuant to Section (e)(2), which stipulates that burn barrels and/or incinerators can be used and that non-glossy paper and/or card board can be burned in unincorporated areas where the population density, of a given census zip code, is less than or equal to 3.0 people per square mile in the most recent decennial census, and

WHEREAS, the following census zip codes exist within the geographic boundary of Lassen County where the population density is less than or equal to 3.0 people per square mile per the 2010 federal census; 96123, 96119, 96056, 96009, 96117, 96006, 96132, 96105, 96110, 96136, and

WHEREAS, the ATCM provides exemptions pursuant to Section (e)(3), which stipulates that a District may file a request for temporary exemptions to allow burn barrels and/or incinerators to be used and to allow non-glossy paper and/or cardboard to be burned within census zip codes where the population is greater than 3 but less than or equal to 10.0 people per square mile per the 2010 federal census, and

WHEREAS, the 96068 zip code is the only zip code within the boundary of Lassen County with a population density which is greater than 3 but less than or equal to 10 people per square mile per the 2010 federal census, and

WHEREAS, the unincorporated areas named Beiber and Nubeiber, within the 96068 census zip code were prohibited from using burn barrels and/or incinerators and from burning paper and cardboard due to their population density in 2000 federal census, and

WHEREAS, the following census zip codes exist within the geographic boundary of Lassen County where the population density is greater than 10 people per square mile; 96109, 96113, 96114, 96121, 96128, 96130, 96137, and

WHEREAS, the ATCM provides that sub-areas may be created in a census zip code pursuant to Section (e)(4), which stipulates that a District may request to create sub-areas where burn barrels and/or incinerators are prohibited and where non-glossy paper and/or cardboard cannot be burned, and

WHEREAS, the ATCM provides that sub-areas may be created in a census zip code pursuant to Section (e)(5), which stipulates that a District may request to create sub-areas where burn barrels and/or incinerators are allowed and/or where non-glossy paper and/or cardboard can be burned, and

WHEREAS, the ATCM at section (e)(7) stipulates that a District may not request an exemption to allow use of a burn barrel and/or incinerator where they are already prohibited by a district rule, local ordinance, or other enforceable mechanism, and

WHEREAS, the ATCM at section (e)(8) stipulates that a District may not request an exemption to allow burning of dry, non-glossy paper and/or cardboard where it is already prohibited by a district rule, local ordinance, or other enforceable mechanism, and

WHEREAS, the District staff has prepared a Map Creation Methodology to create the Lassen County Air Pollution Control District Burn Barrel Prohibition Area Map showing the various prohibition areas, and

WHEREAS, Section (e)(10) of the ATCM outlines the requirements for requesting exemptions and sub-areas as follows:

- (A) a resolution, board order, or other enforceable mechanism adopted by the air district's Governing Board at a formal public meeting approving the Request for Exemption; and
- (B) a written commitment from the air district to provide information on the hazards associated with residential waste burning, and ways to minimize these hazards, to all persons conducting residential waste burning by using either an air district or appropriate fire protection~~-7~~ agency permit program for residential waste burning, or other equivalent mechanism; and

- (C) to allow the burning of dry non-glossy paper and cardboard where the population density is greater than 3.0 but less than or equal to 10.0 within the boundaries of census zip codes within an air district, a finding by the air district that the exemption is necessary; and
- (D) to allow the use of burn barrels or incinerators where the population density is greater than 3.0 but less than or equal to 10.0 within the boundaries of census zip codes within an air district, written documentation from the chief fire official with primary jurisdiction over fire safety within the area contained within the census zip code, including references to fire codes (where applicable), that an unacceptable fire risk would occur if the prohibition set forth in subsection (c)(2) for that area remained in effect; and
- (E) for census zip code sub-areas, documentation showing the population, land area, and population density of each census zip code sub-area and providing specific, enforceable, geographic boundaries; and
- (F) a list of the specific exemptions requested, for each applicable census zip code and census zip code sub-area, that are included in the Request for Exemption; and
- (G) a finding that all incorporated places within the boundaries of the census zip code or census zip code sub-area within an air district are excluded from the Request for Exemption; and
- (H) a finding that the air district considered the health risks to all populated communities that are within exempted areas; and
- (I) a statement in the resolution, board order, or other enforceable mechanism specifying that there is no air district rule, local ordinance, or other enforceable mechanism that was in effect on January 4, 2002, or thereafter, that would otherwise prohibit the burning of dry-non-glossy paper and cardboard; and
- (J) a statement in the resolution, board order, or other enforceable mechanism specifying that there is no air district rule, local ordinance, or other enforceable mechanism that was in effect on January 4, 2002, or thereafter, that would otherwise prohibit the use of a burn barrel or incinerator.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

- 1) The LCAPCD Governing Board hereby approves the Request for Exemptions and Sub-Areas pursuant to Section (e) of the Airborne Toxic Control Measure to Reduce Emissions of Toxic Air Contaminants from Outdoor Residential Waste Burning.
- 2) The LCAPCD Governing Board commits to provide information on the hazards associated with residential waste burning, and ways to minimize these hazards to all persons conducting residential waste burning by using either an air district permit or appropriate fire agency permit program for residential waste burning or other equivalent mechanism.
- 3) The LCAPCD Governing Board hereby finds that the exemption request is necessary in parts of the census zip code 96068 (Big Valley Area) based on the potential for fire danger posed by open burning, and, that burning of paper and cardboard in sparsely populated areas within this zip code is necessary due to long distances residents must travel to a waste disposal facility.
- 4) The LCAPCD Governing Board hereby finds that creating a sub-area is necessary for Beiber and Nubeiber, within census zip code 96068, based on the existing prohibition of burn barrels and/or incinerators and the existing prohibition of burning of paper and/or cardboard in that area.
- 5) The LCAPCD Governing Board has received a letter from the chief fire official with primary jurisdiction over fire safety within the exemption request areas, stating that an unacceptable fire risk would occur if burn barrels or incinerators were not used at residences in the specific exemption request areas.
- 6) The LCAPCD Governing Board, has provided a GIS map titled “Lassen County APCD Residential Waste Burning Map 2013” and a list showing population, land area and population density of each census zip code sub-area which provides specific, enforceable, geographic boundaries, attached as Exhibit A.
- 7) The LCAPCD Governing Board, has provided a list of specific exemptions requested for each applicable census zip code and the census zip code sub-area, that are included in the Request for Exemption, attached as Exhibit B.
- 8) The LCAPCD Governing Board has excluded all incorporated places from the Request for Exemption.
- 9) The LCAPCD considered the health risks to all populated communities that are within exempted areas.
- 10) There are no air district rules, local ordinances, or other enforceable mechanisms that would otherwise prohibit the burning of dry non-glossy paper or cardboard other than the 2003 LCAPCD Residential Waste Burning Map, attached as Exhibit C, and that the non-exempt areas indicated on the map have been carried forward to the 2013 Map, attached as Exhibit A.

- 11) The Fire Chief of the Doyle Fire Protection District has banned the use of burn barrels within the jurisdictional boundary of the Doyle Fire Protection District, an area within census zip code 96109. The Doyle Fire Protection District area boundary is indicated on the 2013 Map, attached as Exhibit A.
- 12) In addition to item 11 above, there are no air district rules, local ordinances, or other enforceable mechanisms that would otherwise prohibit the use of a burn barrel or incinerator other than the 2003 LCAPCD Residential Waste Burning Map, attached as Exhibit C, and that the non-exempt areas indicated on the map have been carried forward to the 2013 Map, attached as Exhibit A.

The foregoing Resolution No. 18-10 was approved and adopted by the following vote of the Lassen County Air Pollution Control District Governing Board on October 9, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chris Gallagher, Chairman
Lassen County Air Pollution Control District

Attest:

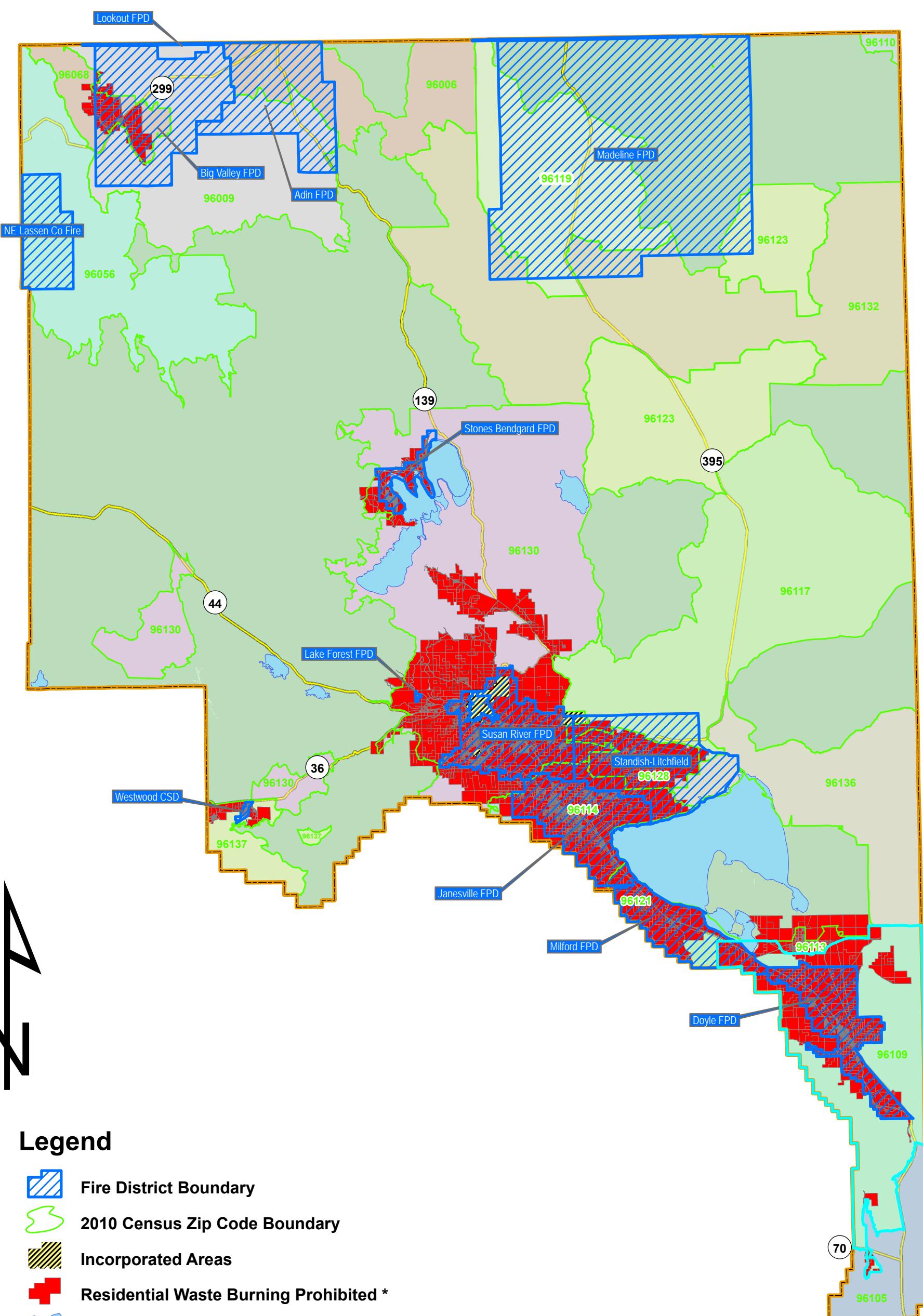
Dan Newton
Air Pollution Control Officer

EXHIBIT A

2013 LCAPCD

RESIDENTIAL WASTE BURNING MAP 2013

Lassen County APCD Residential Waste Burning Map Effective January 1, 2014



Legend

- Fire District Boundary
- 2010 Census Zip Code Boundary
- Incorporated Areas
- Residential Waste Burning Prohibited *
- Lakes
- Major Roads

* No burn barrels or incinerators may be used; Natural Vegetation burning only.

EXHIBIT B
LIST OF SPECIFIC EXEMPTIONS BY ZIP CODE
AND SUB AREA EXEMPTIONS BY ZIP CODE

Exemptions By Zip Code

96006	96119
96056	96123
96105	96132
96110	96136
96117	

Exemption Sub Areas by Zip Code as depicted on 2013 LCAPCD Residential Waste Burning Map

96009	96121
96068	96128
96109	96130
96114	96137

Attachment 1

**Final Regulation Order:
Airborne Toxic Control Measure to Reduce Emissions of
Toxic Air Contaminants from Outdoor Residential Waste Burning**

Final Regulation Order

Airborne Toxic Control Measure to Reduce Emissions of Toxic Air Contaminants from Outdoor Residential Waste Burning

Adopt new section 93113, title 17, California Code of Regulations, to read as follows:

**93113 Airborne Toxic Control Measure to Reduce Emissions of Toxic Air
Contaminants from Outdoor Residential Waste Burning.**

(a) Applicability.

- (1) Notwithstanding section 41806(a) of the Health and Safety Code, this regulation shall apply to persons conducting outdoor burning of combustible or flammable waste generated from inside residences and from outdoor activities associated with a residence, for the purpose of disposing of the waste.
- (2) This regulation shall apply to persons lighting fires that burn combustible or flammable waste, as defined, outdoors in enclosed or partially enclosed vessels, such as incinerators or burn barrels, or in an open outdoor fire, such as in pits or in piles on the ground. This regulation shall not apply to persons lighting fires at the direction of a public officer in an emergency situation for public health or fire safety reasons, in accordance with section 41801 of the Health and Safety Code or other provisions of law.
- (3) Except as provided in (a)(1) and (a)(2) above, nothing in this regulation shall affect the applicability of the provisions of article 2 and article 3, respectively, of chapter 3 of part 4 of division 26 of the Health and Safety Code.

(b) Definitions.

Terms used shall have the same definitions as in Health and Safety Code section 39010 et. seq., unless otherwise indicated. For purposes of this regulation, the following additional definitions shall apply:

- (1) “Air Pollution Control District” (APCD), “Air Quality Management District” (AQMD), “air district,” or “district” means an air pollution control district or an air quality management district created or continued in existence pursuant to Health and Safety Code section 40000 et seq.

- (2) "APCO" means the Air Pollution Control Officer or the chief executive officer of the respective local air pollution control district or local air quality management district where the property is located, or a designated representative.
- (3) "ARB" means the State of California Air Resources Board.
- (4) "Air Toxic" means toxic air contaminants as defined in section 39655 (a) of the Health and Safety Code.
- (5) "Allowable Combustibles" means dry natural vegetation waste originating on the premises and reasonably free of dirt, soil and visible surface moisture.
- (6) "Approved ignition device" means an instrument or material that will ignite open fires without the production of black smoke by the ignition device, as approved by the APCO.
- (7) "Burn Barrel" means a metal container used to hold combustible or flammable waste materials so that they can be ignited outdoors for the purpose of disposal.
- (8) "Census zip code" means a Zip Code[®] tabulation area, a statistical geographic entity that approximates the delivery area for a U.S. Postal Service five-digit Zip Code. Census zip codes are aggregations of census blocks that have the same predominate Zip Code associated with the mailing addresses in the U.S. Census Bureau's Master Address File. Census zip codes do not precisely depict Zip Code delivery areas, and do not include all Zip Codes used for mail delivery. For the purposes of this regulation, census zip codes are referenced to the most recent national decennial census completed by the U.S. Census Bureau.
- (9) "Chief fire official" means the ranking officer in the authority having jurisdiction with responsibility for fire protection within a defined geographic region of an air district, or his or her designee. The chief fire official may be a federal, state, county or municipal employee, depending on the extent of the fire jurisdiction within the exemption area. In State or Federal Responsibility Areas for wildland protection, the state or federal official's determination overrides county authority with regard to burn permits and the use of burn barrels or incinerators in exemption areas.
- (10) "Combustible" means any substance capable of burning or any substance that will readily burn.
- (11) "Disallowed Combustibles" means any waste or manufactured material, including but not limited to petroleum products and petroleum wastes;

construction and demolition debris; coated wire; putrescible wastes; tires; tar; tarpaper; non-natural wood waste; processed or treated wood and wood products; metals; motor vehicle bodies and parts; rubber; synthetics; plastics, including plastic film, twine and pipe; fiberglass; styrofoam; garbage; trash; refuse; rubbish; disposable diapers; ashes; glass; industrial wastes; manufactured products; equipment; instruments; utensils; appliances; furniture; cloth; rags; paper or paper products; cardboard; boxes; crates; excelsior; offal; swill; carcass of a dead animal; manure; human or animal parts or wastes, including blood; and fecal- and food-contaminated material. For purposes of this regulation, dry, natural vegetation waste from yard maintenance is not a disallowed combustible, if reasonably free of dirt, soil and surface moisture.

- (12) "Flammable" means capable of catching fire easily, or combustible.
- (13) "Incinerator" means any device constructed of nonflammable materials, including containers commonly known as burn barrels, for the purpose of burning therein trash, debris, and other flammable materials for volume reduction or destruction.
- (14) "Incorporated place" means the city, town, municipality or village reported to the U.S. Census Bureau as being legally in existence under California law at the time of the most recent national decennial census completed by the U.S. Census Bureau. For the purposes of calculating population density for this regulation, incorporated places include the FIPS Place Class Codes C1, C7 and C8, as defined by the U.S. Census Bureau in Technical Documentation, Summary File 1, October 2002.
- (15) "Natural vegetation" means all plants, including but not limited to grasses, forbs, trees, shrubs, flowers, or vines that grow in the wild or under cultivation. Natural vegetation excludes vegetative materials that have been processed, treated or preserved with chemicals for subsequent human or animal use, including but not limited to chemically-treated lumber, wood products or paper products.
- (16) "Open outdoor fire" means the combustion of combustible material of any type outdoors in the open, not in any enclosure, where the products of combustion are not directed through a flue.
- (17) "Permissive burn day" or "burn day" means any day on which agricultural burning, including prescribed burning, is not prohibited by the ARB and agricultural and prescribed burning is authorized by the air district consistent with the Smoke Management Guidelines for Agricultural and Prescribed Burning, set forth in sections 80100-80330 of title 17 of the California Code of Regulations.

- (18) "Population density" means the number of people per square mile within a census zip code. It is calculated as the number of people within a census zip code divided by the area of the census zip code after subtracting the population and area of all incorporated places within the census zip code.
- (19) "Processed or treated wood and wood products" means wood that has been chemically treated to retard rot or decay or wood that has been modified with glues, laminates, stains, finishes, paints or glosses for use in furniture or for construction purposes, including but not limited to plywood, particle board, fencing or railroad ties. For the purposes of this regulation, dimensional lumber that has been air-dried or kiln-dried, with no preservatives or finishes added, is not considered processed or treated wood.
- (20) "Residence" means a single- or two-family dwelling unit and the land and ancillary structures surrounding it.
- (21) "Residential waste burning" means the disposal of the combustible or flammable waste from a single- or two-family dwelling unit or residence by burning outdoors. Residential waste burning is not agricultural, including prescribed, burning.
- (22) "Waste" means all discarded putrescible and non-putrescible solid, semisolid, and liquid materials, including but not limited to petroleum products and petroleum wastes; construction and demolition debris; coated wire; tires; tar; tarpaper; wood waste; processed or treated wood and wood products; metals; motor vehicle bodies and parts; rubber; synthetics; plastics, including plastic film, twine and pipe; fiberglass; styrofoam; garbage; trash; refuse; rubbish; disposable diapers; ashes; glass; industrial wastes; manufactured products; equipment; instruments; utensils; appliances; furniture; cloth; rags; paper or paper products; cardboard; boxes; crates; excelsior; offal; swill; carcass of a dead animal; manure; human or animal parts or wastes, including blood; fecal- and food-contaminated material; felled trees; tree stumps; brush; plant cuttings and prunings; branches; garden waste; weeds; grass clippings, pine needles, leaves and other natural vegetation waste.

(c) Prohibitions.

- (1) No person shall burn disallowed combustibles from any property for the purpose of disposing of waste material outdoors at a residence, except as provided under subsection (e), "Exemptions", below.

- (2) No person shall dispose of allowable combustibles from any property by burning them in a burn barrel or incinerator outdoors, except as provided under subsection (e), "Exemptions", below.
- (3) No person shall ignite, or allow to become ignited, allowable combustibles unless using an approved ignition device.
- (4) No person shall ignite, or allow to become ignited, allowable combustibles unless it is a permissive burn day in the air district where the residential waste burning is to take place.

(d) Compliance Schedule.

- (1) For the purposes of Section 39666(d) of the Health and Safety Code, the date of adoption of this regulation shall be _____ [insert the date of filing with the Secretary of State].
- (2) Unless an air district adopts an earlier effective date in accordance with section 39666(d) of the Health and Safety Code, the prohibitions set forth in subsection (c), above, shall become effective on January 1, 2004.
- (3) Beginning no later than January 1, 2003, the ARB shall conduct a public education and outreach program with respect to the regulation, the public health impacts of residential waste burning, and available alternatives to burning.

(e) Exemptions.

- (1) No exemption from the prohibitions set forth in subsections (c)(1) and (c)(2) is available for an incorporated place in any census zip code or census zip code sub-area.
- (2) Where the population density of the unincorporated area is less than or equal to 3.0 within the boundaries of any census zip code within an air district, the following exemptions apply:
 - (A) dry non-glossy paper and cardboard may be burned.
 - (B) burn barrels or incinerators may be used.
- (3) Where the population density of the unincorporated area is greater than 3.0 but less than or equal to 10.0 within the boundaries of any census zip code within an air district, an air district may file a Request for Exemption to allow the burning of dry non-glossy paper and cardboard, or the use of burn barrels or incinerators, or both, subject to the provisions of (e)(10).

- (4) As part of any Request for Exemption submitted under subsection (e)(3), an air district may create sub-areas within a census zip code where the prohibitions set forth in subsections (c)(1) and (c)(2) shall still apply, subject to the provisions of (e)(10).
- (5) Where the population density is greater than 10.0 within the boundaries of any census zip code within an air district, an air district may file a Request for Exemption to create sub-areas within a census zip code to allow the burning of dry non-glossy paper and cardboard, or the use of burn barrels or incinerators, or both, subject to the provisions of subsection (e)(10), provided the unincorporated sub-area has a population density of less than or equal to 3.0.
- (6) The prohibition contained in subsection (c)(2) of this regulation shall not apply in any jurisdiction where a local ordinance or other enforceable mechanism is in effect on January 4, 2002 requiring the use of a burn barrel or incinerator to burn allowable combustibles, unless the local ordinance or other enforceable mechanism is subsequently rescinded or revoked.
- (7) No air district shall file a Request for Exemption from subsection (c)(1) to allow the burning of dry non-glossy paper and cardboard if it is prohibited by air district rules in effect on January 4, 2002, or thereafter, or within a geographic area where it is prohibited by a local ordinance or other enforceable mechanism in effect January 4, 2002, or thereafter.
- (8) No air district shall file a Request for Exemption from subsection (c)(2) to allow the use of a burn barrel or incinerator outdoors at a residence if it is prohibited by air district rules in effect on January 4, 2002, or thereafter, or within a geographic area where the use of a burn barrel or incinerator is prohibited by a local ordinance or other enforceable mechanism in effect January 4, 2002, or thereafter.
- (9) On or before May 1, 2003, and every ten years thereafter, the ARB shall provide the air districts with a listing of all incorporated places and the population density within the boundaries of each census zip code contained within each air district.
- (10) Any Request for Exemption by an air district shall be submitted in writing to the ARB on or before August 1, 2003, and every ten years thereafter, and shall include all of the following:
 - (A) a resolution, board order, or other enforceable mechanism adopted by the air district's Governing Board at a formal public meeting approving the Request for Exemption; and
 - (B) a written commitment from the air district to provide information on the hazards associated with residential waste burning, and ways to

- minimize these hazards, to all persons conducting residential waste burning by using either an air district or appropriate fire protection agency permit program for residential waste burning, or other equivalent mechanism; and
- (C) to allow the burning of dry non-glossy paper and cardboard where the population density is greater than 3.0 but less than or equal to 10.0 within the boundaries of census zip codes within an air district, a finding by the air district that the exemption is necessary; and
 - (D) to allow the use of burn barrels or incinerators where the population density is greater than 3.0 but less than or equal to 10.0 within the boundaries of census zip codes within an air district, written documentation from the chief fire official with primary jurisdiction over fire safety within the area contained within the census zip code, including references to fire codes (where applicable), that an unacceptable fire risk would occur if the prohibition set forth in subsection (c)(2) for that area remained in effect; and
 - (E) for census zip code sub-areas, documentation showing the population, land area, and population density of each census zip code sub-area and providing specific, enforceable, geographic boundaries; and
 - (F) a list of the specific exemptions requested, for each applicable census zip code and census zip code sub-area, that are included in the Request for Exemption; and
 - (G) a finding that all incorporated places within the boundaries of the census zip code or census zip code sub-area within an air district are excluded from the Request for Exemption; and
 - (H) a finding that the air district considered the health risks to all populated communities that are within exempted areas; and
 - (I) a statement in the resolution, board order, or other enforceable mechanism specifying that there is no air district rule, local ordinance, or other enforceable mechanism that was in effect on January 4, 2002, or thereafter, that would otherwise prohibit the burning of dry-non-glossy paper and cardboard; and
 - (J) a statement in the resolution, board order, or other enforceable mechanism specifying that there is no air district rule, local ordinance, or other enforceable mechanism that was in effect on January 4, 2002, or thereafter, that would otherwise prohibit the use of a burn barrel or incinerator.

- (11) The ARB shall review the air district's Request for Exemption for completeness and approve or reject the Request for Exemption, in writing, within 60 days after submittal.
- (12) If the air district's Request for Exemption is not complete, the ARB shall return the Request for Exemption to the air district for amendment. The

air district shall have an additional 30 days to submit a revised Request for Exemption.

- (13) By January 1, 2004, and every ten years thereafter, the ARB shall make available a listing of all census zip codes and census zip code sub-areas within each air district that are exempt in accordance with the criteria specified in subsections (e)(2), (e)(3) and (e)(5) and as approved by the ARB.
- (14) (A) Except as provided in subsection (e)(14)(B), all exemptions shall terminate on December 31, 2013, and as appropriate every ten years thereafter, unless renewed by the air district pursuant to the procedures set forth in subsections (e)(10) through (e)(12).
(B) An exemption provided in accordance with subsection (e)(5) shall terminate on December 31, 2008, and as appropriate every five years thereafter, unless renewed by the air district pursuant to the procedures set forth in subsections (e)(10) through (e)(12).

NOTE: Authority cited: Sections 39600, 39601, 39659 and 39666, Health and Safety Code. Reference: Sections 39020, 39044, 39650 through 39669, 39701, 41700 and 41806, Health and Safety Code.

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD**GOVERNING BOARD**

Chris Gallagher, *Chairman*
Mandy Schuster, *Vice Chairman*
Joe Franco
Tom Hammond
Jeff Hemphill
Kevin Stafford

Staff

Dan Newton
Air Pollution Control Officer
Erik Edholm
Air Quality Engineer
Vacant
Administrative Staff Assistant

Meeting of October 9, 2018

To: Governing Board

From: Dan Newton, APCO

Subject: Carl Moyer Dealer Agreement for Agricultural Equipment Replacement Program, Lane Tractor Sales, Inc.

Attached is an Agreement between Lane Tractor Sales, Inc. and the Lassen County APCD for the Carl Moyer Low-Emission Equipment Incentive Program. This agreement formalizes the relationship between the District and Lane Tractor Sales, Inc. for the agricultural equipment program through the Carl Moyer Grant process.

Recommendation:

Adopt Resolution 18-11 authorizing the APCO to execute dealer agreement with Lane Tractor Sales, Inc.

Attachments:

- 1) Resolution 18-11
- 2) Dealer Agreement

Respectfully Submitted,

Dan Newton
Air Pollution Control Officer

RESOLUTION NO. 18-11

A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING DEALER AGREEMENT FOR AGRICULTURAL EQUIPMENT REPLACEMENT PROGRAM, LANE TRACTOR SALES, INC.

WHEREAS, California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board (ARB) to allocate Carl Moyer Program (CMP) funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions from on-road, marine, locomotive, agricultural, and off-road engines;

WHEREAS, Lassen County Air Pollution Control District (LCAPCD) has successfully implemented Carl Moyer Program projects in past years to reduce emissions and improve air quality in Northeast Plateau and seeks to continue to reduce emissions from diesel engines through clean air projects;

WHEREAS, the Governing Board approved on February 13, 2018 Resolution 17-09 Accepting Carl Moyer Program Funds from the California Air Resources Board;

WHEREAS, Resolution 17-09 authorized the Air Pollution Control Officer to execute on behalf of the District grant agreements with ARB, and all other necessary documents to implement and carry out the purposes of Resolution 17-09, each year until 2019;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby approves the Air Pollution Control Officer to execute Carl Moyer Low-Emission Equipment Incentive Program Agreement between Lane Tractor Sales, Inc. and Lassen County APCD

The foregoing resolution was approved and adopted by the following vote of the Board on October 9, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chris Gallagher, Chairman
Lassen County Air Pollution Control District

ATTEST:

Dan Newton
Air Pollution Control Officer

**Carl Moyer Low-Emission Equipment Incentive Program
Agreement between Equipment Dealer and Lassen County APCD**

This agreement (Agreement) is between Lassen County Air Pollution Control District (District) and Lane Tractor Sales, Inc. (Dealership).

1.0 Recitals

- 1.1 The California Air Resources Board (ARB) has developed several programs to help the District achieve the state standards and keep the District in compliance with federal ozone standards. One of those programs is the Off Road Equipment Replacement Program (the Program). This Agreement is one step in implementing that Program.
- 1.2 The objective of the Program is to accelerate the retirement of old high polluting off road equipment through financial incentives that will encourage the voluntary replacement of uncontrolled equipment with new equipment that uses low emission technology.
- 1.3 Under the Program, the District will provide financial incentives to equipment owners that agree to destroy their old equipment and then replace it with new, low emission equipment.
- 1.4 To ensure that actual reductions result from the Program, it is essential:
 - (i) that the old equipment is inspected to verify that it qualifies for the Program
 - (ii) that the old equipment is destroyed properly to permanently eliminate its potential for emissions
 - (iii) that a digital hour meter is installed in the new equipment to measure future actual hours of operation within the District, and
 - (iv) that particulate emission control devices be installed if they are available, safe, and cost effective
- 1.5 The Dealership is in the business of selling new or used off road equipment.
- 1.6 The Dealership has reviewed and is familiar with the District's Off Road Equipment Replacement Program.
- 1.7 The Dealership understands that the purpose of the Program, and this Agreement, is to help the District achieve clean air standards as required by state and federal law.
- 1.8 The Dealership wishes to enter into this Agreement so that it will be eligible to market its equipment and services to program participants.
- 1.9 The District has not reviewed the Dealership's operations, or reached any conclusion on the quality of the Dealership's operation. The District is permitting the Dealership to enter into this Agreement solely because the Dealership has represented to the District that it is aware of the Program goals, and agrees to abide by the Program requirements. The Dealership shall not represent or imply, to any party, that the District has approved or endorsed the Dealership's operations.

2.0 Conditions

The parties agree that:

2.1 Definitions: As used in this Agreement, the following terms have the following meanings:

- (i) **“Program Participant”** means the individual or business entity that is surrendering its off road equipment and receiving funds to aid in the purchase of new off road equipment.
- (ii) **“Old or Existing Equipment”** means the off road equipment that the Program Participant surrenders for destruction.
- (iii) **“Replacement Equipment”** means the new equipment purchased by the Program Participant. Used equipment meeting the most recent Model Year CA emission standard qualifies as new equipment if sold by the dealer with the required warranties and documentation of how the price was depreciated to account for the used condition and the number of operating hours of accumulated use since new.

2.2 Payment: The Dealership shall not be entitled to any compensation or reimbursement whatsoever from District under this Agreement. The Dealership will not be paid or otherwise reimbursed directly by the District. Rather, the benefit received by the Dealership under this Agreement is the opportunity to participate in the Program, which carries the corresponding opportunity to profit through the sale of equipment to be purchased by Program Participants.

2.3 Dealership Qualifications: Dealership warrants that it meets the following minimum qualifications for participation in the Program, and will continue to meet these qualifications throughout its participation in the Program. During the term of this Agreement, Dealership may petition District’s Air Pollution Control Officer to waive or modify any of these minimum qualifications.

- (i) Owner has had a valid business license for a minimum of the last two years.
- (ii) Owner shall assign one employee to act as point of contact with the District regarding the Carl Moyer Program.
- (iii) Owner agrees to allow the District to inspect equipment covered under this agreement during normal business hours.

2.4 Dealer Requirements: Unless otherwise indicated, the Dealer must meet each requirement before the District will be obligated to release the incentive funds to the Program Participant. The Dealer agrees to do the following:

(1) Provide basic information to participants about the equipment replacement program. The District will provide training to dealership staff.

(2) Help the participants correctly complete the application. It is important to make sure that all information is filled out correctly and that the participant understands the program and the meaning of the Grant Agreement. Information necessary for preliminary evaluation of the project includes, but is not limited to the following:

a) Description and specifications of the old equipment including year, model, horsepower rating, a list of included attachments and accessories, serial numbers of the equipment and engine, operating condition, and credible records of the previous two years of ownership and amount of usage in Lassen County.

- b) Description and specifications of the proposed new equipment including year, model, horsepower rating, ARB engine Family Number and Executive Order number, a list of included attachments and accessories, price quote, warrantee information, and financing information-if financed.
- c) If a verified diesel emission control system (VDECS) is feasible, specifications of the VDECS to be installed on the equipment including: make, model, a price quote that will be valid at the time the VDECS is installed, warrantee information, and identification of the installer. If a VDECS is not feasible, letter(s) from each VDECS manufacturer stating that their VDECS is not feasible for the particular equipment.

The District will provide all necessary forms.

- (3) The applicant/owner will schedule a time and place for the District to pre-inspect and to verify the identity, operation, and condition the old equipment.
- (4) After the Grant Agreement is executed, the Dealer will order the new equipment, have it delivered to the dealership and, if feasible, arrange for installation of the VDECS.
- (5) Before delivering the new equipment to the Grantee, the Dealer will schedule a time and place for the District to inspect and verify the identity, operation, and condition of the new equipment and VDECS, if installed. The Dealer may not deliver the equipment to the participant until the District inspects the new equipment and verifies that it is eligible for funding.
- (6) No more than 30 days after delivery of the new equipment to the Grantee, the applicant/owner will make the destroyed old equipment available for inspection by the District. When itemized invoices have been received from the Dealer, pre-inspection of the old equipment and post-inspection of the new equipment have been completed, and after confirming that the old equipment has been destroyed, the District will pay 50% or more of the grant funding to the Grantee.
- (7) No more than 30 days after delivery of the new equipment, the applicant/owner will permanently destroy and render useless or cause to be destroyed permanently or rendered useless the engine and equipment chassis. Critical mating surfaces in the engine cylinder block and cooling or lubricant passages shall be breached, by burning, cutting or breaking. The chassis shall be cut in such a manner as to make it permanently unusable and not repairable. The applicant/owner shall make the destroyed equipment available for District inspection. Upon receipt of itemized invoices from the Dealer, and after confirming that the destruction has been done properly, the District will pay the remaining 50% of the grant funding.
- (8) The dealer will use only OEM certified parts for any repairs to any engine or equipment covered under the District Program.

2.5 Termination: Either party may terminate this agreement for convenience upon 30 days written notice. The District may terminate this agreement for cause immediately upon written notice if the Dealer fails to comply with its provisions. Any Dealer whose agreement was terminated for cause and subsequently re-applies for a new agreement must include with the submittal a written description of the actions that will be taken to eliminate the cause of the termination of the previous agreement.

2.6 Entire Agreement/Amendments: This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. The Dealership shall be entitled to no other benefits other than those specified herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties.

2.7 Term: This Agreement shall begin upon execution by both parties and terminate on December 31, 2018.

2.8 This Agreement consists of:

- This Agreement
- Exhibit A, LCAPCD Year 13 Off Road Equipment Replacement Program
- Exhibit B, CARB Standard "Off Road Equipment Replacement Application"

2.9 Correspondence between the District and the Dealership should be addressed to the following:

To District:

Carl Moyer Program Representative
Lassen County APCD
720 South St
Susanville, CA 96130
Phone: (530) 257-1041
Fax: (530) 257-1057

To Dealership:

Mike Lane
Lane Tractor Sales, Inc.
7980 Hwy 99E
Los Molinos, CA 96055
Phone: (530) 384-1016
Fax: (530) 384-0305

The address and/or contacts may be changed by written notice to the other party. Such written notice may be given by mail, email, or fax.

2.10 The undersigned representative of Dealership affirmatively states that he or she has legal authority to bind Dealership to the terms of this Agreement.

2.11 The Dealership shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by the Dealership shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the District is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner.

2.12 The Dealership shall defend, hold harmless, and indemnify the Lassen County Air Pollution Control District, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of District), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of District) being damaged, arising out of the Dealership's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. The Dealership shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. The Dealership shall also defend and indemnify the District against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the District with respect to the Dealership's "independent

contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

2.13 All services to be performed by the Dealership pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances. Any change in status, licensure, or ability to perform activities hereunder must be reported to the County immediately.

2.14 This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Lassen County, California.

Approved by Dealer

Michael Lane

Mike Lane President

Name, Title

Date: 10/15/18

Approved by the Lassen County Air Pollution Control District

Dan Newton, Air Pollution Control Officer

Date: _____

Approved as to legal form

District Legal Counsel

Date: _____

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

GOVERNING BOARD

Chris Gallagher, *Chairman*
 Mandy Schuster, *Vice Chairman*
 Joe Franco
 Tom Hammond
 Jeff Hemphill
 Kevin Stafford

Staff

Dan Newton
Air Pollution Control Officer
 Erik Edholm
Air Quality Engineer
 Vacant
Administrative Staff Assistant

Meeting of October 9, 2018

To: Governing Board

From: Dan Newton, APCO

Subject: Carl Moyer Grant Award, Steve Bricker

Attached is a proposed Carl Moyer Grant for execution under 20th Cycle grant. At the August 14, 2018 meeting the Board adopted Resolution 18-05 approving APCO to execute grant agreement with Steve Bricker in the amount of \$35,000. The original proposed grant was for a tractor replacement project that would replace a 1978 JI Case 480C with a 2018 John Deere 5065 E series, for a total grant amount of \$35,000.

After the grant agreement was approved, the grantee decided to change the replacement tractor from a 2018 John Deere 5065 E series to a 2018 LS XU6168CPS. District Staff has confirmed the new proposed tractor replacement meets the same emission reductions and cost effectiveness.

Recommendation:

Adopt Resolution 18-12 authorizing the APCO to execute the updated grant agreement 18-20-CMP-04 in the amount of \$35,000 to Steve Bricker

Attachments:

- 1) Resolution 18-12
- 2) Grant Agreement 18-20-CMP-04

Respectfully Submitted,

Dan Newton
 Air Pollution Control Officer

RESOLUTION NO. 18-12

A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING DEALER AGREEMENT FOR AGRICULTURAL EQUIPMENT REPLACEMENT PROGRAM, LANE TRACTOR SALES, INC.

WHEREAS, California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board (ARB) to allocate Carl Moyer Program (CMP) funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions from on-road, marine, locomotive, agricultural, and off-road engines;

WHEREAS, Lassen County Air Pollution Control District (LCAPCD) has successfully implemented Carl Moyer Program projects in past years to reduce emissions and improve air quality in Northeast Plateau and seeks to continue to reduce emissions from diesel engines through clean air projects;

WHEREAS, the Governing Board approved on February 13, 2018 Resolution 17-09 Accepting Carl Moyer Program Funds from the California Air Resources Board;

WHEREAS, Resolution 17-09 authorized the Air Pollution Control Officer to execute on behalf of the District grant agreements with ARB, and all other necessary documents to implement and carry out the purposes of Resolution 17-09, each year until 2019;

WHEREAS, the Governing Board approved on August 14, 2018 Resolution 18-05 approving the Air Pollution Control Officer to execute Carl Moyer Grant Agreement 18-20-CMP-04 with Steve Bricker;

WHEREAS, the grantee decided to modify the replacement agricultural tractor from the original equipment listed in Carl Moyer Agreement 18-20-CMP-04;

WHEREAS, LCAPD staff has determined the modified equipment listed in the modified Carl Moyer Agreement 18-20-CMP-04 meets the same emission reductions and cost effectiveness;

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby approves the Air Pollution Control Officer to execute the modified Carl Moyer Grant Agreement 18-20-CMP-04 with Steve Bricker;

The foregoing resolution was approved and adopted by the following vote of the Board on October 9, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chris Gallagher, Chairman
Lassen County Air Pollution Control District

ATTEST:

Dan Newton
Air Pollution Control Officer

**LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT
CARL MOYER HEAVY-DUTY LOW EMISSION INCENTIVE PROGRAM AGREEMENT**

This Agreement (Agreement) is between the Lassen County Air Pollution Control District (District), a public agency of the State of California, and **Steve Bricker** (Participant).

1.0 Recitals

- 1.1 The District is in nonattainment of the state air quality standards for particulate matter and is impacted by the effects of toxic air contaminants, including diesel particulate matter and other pollutants from mobile sources.
- 1.2 On December 11, 2007, the District Governing Board approved Resolution No. 18-07-CMP-10, authorizing the District's participation in the CARB Carl Moyer Program which is a Heavy-Duty Low Emission Vehicle Incentive Program (Program), which is hereby incorporated by reference and made part of this agreement.
- 1.3 On September 23, 2004, Governor Schwarzenegger signed Assembly Bills 923, 1394, and 2128 which made major changes to the Carl Moyer Program and projects funded using Department of Motor Vehicles Surcharges, expanding the Program to include light-duty vehicles, Fleet Modernization, and agricultural assistance projects.
- 1.4 To implement mobile source emission reduction projects, the Program provides incentives to fleet operators and individuals for the purchase, repower and/or retrofit of low-emission on-road motor vehicles, off-road mobile equipment, and agricultural water pumps.
- 1.5 The Participant wishes to participate in the Program by purchasing and operating the equipment described in this Agreement and represents that the purchase is not required by any local, state, and/or federal rule, regulation, memorandum, or other legally binding agreement, with the exception of certain agricultural projects described in Health and Safety Code sections 41081(d)(2)(ii), 41802 and 44275.
- 1.6 The Participant has read and agreed to all requirements of the Program application and guidelines which are hereby incorporated into this Agreement.
- 1.7 This Agreement is a voluntary act intended to accelerate the introduction of low-emission vehicle and engine technology designed to reduce emissions of oxides of nitrogen, particulate matter, reactive organic gases, toxic air contaminants, and oxides of carbon within Lassen County.
- 1.8 This Agreement was approved for use by the District's Board of Directors on December 14, 2010.
- 1.9 On August 14, 2018, The District Governing Board authorized making this contract with Participant.

Terms and Conditions

2.1 Definitions

- 2.1.1 “Applicable emission standards” are defined as the emission standards for oxides of nitrogen (NOx), particulate matter (PM), hydrocarbons, and carbon monoxide established by the California Air Resources Board (CARB) or the United States Environmental Protection Agency (USEPA) for a model year vehicle or engine. For “phase-in” or “interim” engines the following standards apply:

Engine Model Year	Power Rating	NOx Standard	PM Standard
2007-2009 On-Road	All On-Road Heavy-Duty Diesel Engines	1.2 g/bhp-hr	0.01 g/bhp-hr
2012-2013 Off-Road	56 – 129 kW (75 – 174 HP)	2.2 g/kW-hr (1.6 g/bhp-hr)	0.02 g/kW-hr (0.01 g/bhp-hr)
2011-2013 Off-Road	130 – 560 kW (175 – 749 HP)	2.2 g/kW-hr (1.6 g/bhp-hr)	0.02 g/kW-hr (0.01 g/bhp-hr)

- 2.1.2 “Agricultural water pump” is defined as a stationary or portable device designed to move water used for agricultural purposes.
- 2.1.3 “Certified” is defined as a motor vehicle or engine that is certified by CARB or the USEPA to an emission standard or standards.
- 2.1.4 “Experimental Permit” is defined as an Executive Order issued by CARB for the experimental use of a non-certified or non-verified engine, fuel, or engine retrofit in California.
- 2.1.5 “Fleet Modernization” is defined as the transaction in which an older on-road motor vehicle or piece of off-road mobile equipment is destroyed and replaced with a similar motor vehicle or piece of equipment certified to a lower emission standard.
- 2.1.6 “Motor vehicle” is defined as a self-propelled device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.
- 2.1.7 “Off-road equipment” is defined as a self-propelled device not intended for operation on a highway and is powered by an engine certified to off-road or nonroad emission standards.
- 2.1.8 “Repower” is defined as the process in which an old engine is replaced with a new engine.
- 2.1.9 “Retrofit” is defined as the installation of a device designed to reduce emissions from an engine.

2.1.10 "Tier 3" is defined as the emission certification of an off-road compression ignition engine to the Tier 3 emission standards as described in §2423(b)(1) of the California Code of Regulations.

2.1.11 "Verified" is defined as a device, fuel, or system that is verified by CARB or the USEPA to reduce emissions from a mobile source by a verified amount.

2.2 Participant Obligations – the Participant will:

2.2.1 Participant agrees that the original engines(s) to be replaced by this program is the same as the engine(s) stated in Participant's application and restated in Exhibit A. Said engine(s) will be destroyed immediately or otherwise rendered unusable immediately after new engine installation. Participant agrees that the District may directly observe the Participant's destruction of the engine and/or be provided proof of destruction or nonuseability within 30 days of new engine installation. Engine destruction may include but is not limited to: salvage receipt (with serial number), placing a hole (at least five inches in diameter) in the engine block (with accompanying photos with serial numbers visible in said photos), welding the cylinder(s) to prevent any re-use, or any other means acceptable to the District.

N/A - Retrofit

2.2.2 Purchase, invoice the District, and operate the equipment described in Exhibit A by **February 28, 2019**. Participant may submit a written request to extend this Section if the project cannot be successfully completed due to circumstances beyond the Participant's reasonable control.

2.2.3 Ensure that a functioning hour meter is installed on the equipment described in Exhibit A for the life of the project.

2.2.4 Operate the equipment described in Exhibit A in Lassen County during the term of this agreement in accordance with the requirements in Exhibit B. In addition to meeting the operating requirements established in Exhibit B, 75% of the vehicles total operation must occur within California. Agricultural water pumps are required to operate 100% within Lassen County.

2.2.5 Maintain the minimum level of required insurance described in Exhibit C during the term of this Agreement, and ensure that the District is named as an additional insured under the policy.

2.2.6 Comply with applicable Airborne Toxic Control Measures and District Rules as determined by the APCO.

2.3 Payment

2.3.1 The District will reimburse the Participant up to **\$35,000.00** towards the cost of the vehicle(s) or equipment identified in Exhibit A within 60 days of receipt of an itemized invoice.

- 2.3.2 Any payments made under this Agreement are subject to the provisions and limitations of Health and Safety Code. The District shall have no liability for payment of any compensation and expenses that are found to be in contravention of the Health and Safety Code or any other local, state, or federal law. The Participant shall reimburse the District for any payments that are later found to be in contravention of the Health and Safety Code or any other local, state, or federal law.
- 2.3.3 No payments shall be issued under this Agreement prior to final inspection of the project by District personnel.
- 2.3.4 Payment of compensation shall be made by the District to Contractor within sixty (60) days after receipt by District of statement of charges and completion of final inspection. Such statement shall be checked and approved by a person or persons designated by the District.
- 2.3.5 Payments made under this Agreement are subject to taxation and an IRS Form 1099 will be issued to the Participant. Funds may be withheld by the District as required by law for payment of tax liabilities and/or other court-ordered payments.

2.4 General Program Requirements

- 2.4.1 The Participant warrants that the vehicle(s)/engine(s) covered under this Agreement meets all the eligibility requirements described in the Program application and guidelines. The Participant further agrees to operate the vehicle(s)/engine(s) in a manner that is consistent with the eligibility requirements in the guidelines and the goals and objectives of the Program.
- 2.4.2 The Participant cannot apply for or receive additional incentive funds, including but not limited to the state Carl Moyer Program inter-district fund or any other air district fund, including those funds used as matching funds, for any equipment listed in Exhibit A of this Agreement. This requirement may be waived by District staff on an individual basis. If the District discovers that the Participant has applied for or received funds from these sources, the District will terminate this Agreement and require that any funds paid under this Agreement be returned to the District.
- 2.4.3 The Participant agrees to operate the equipment described in Exhibit A within the manufacturer's specifications including all maintenance and fueling requirements. An operational odometer, hour meter, or other District-approved usage measuring device must be installed on all projects and maintained for continuous operation. Under no circumstances may the Participant make any modifications to or tamper with the vehicle, equipment, engine, emission control system(s), or any recording devices on the vehicle or equipment prohibited under CARB and USEPA regulations. The Participant also agrees to operate the vehicle, engine, and/or equipment in compliance with all local, state, and federal rules, laws, and regulations.

- 2.4.4 Participant shall cooperate with the District and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits from the project are real, quantifiable, surplus, and enforceable.
- 2.5 Engine Repower and Retrofit Requirements – This Agreement is or is not subject to the following requirements:
- 2.5.1 The low-emission engine or engine retrofit must be either:
- (i) CARB Certified; or
 - (ii) CARB Verified; or
 - (iii) Under an experimental permit issued by CARB; or
 - (iv) In cases where federal law preempts state requirements, approved for use by the USEPA
- Engines certified to a level that is less stringent than the standard applicable to the replaced engine for any pollutant are ineligible for funding under this agreement.
- 2.5.2 Any engine retrofit funded under this Agreement must reduce either oxides of nitrogen or particulate matter emissions by a minimum of 25% for either pollutant.
- 2.5.3 If the Participant is replacing or repowering an engine, the Participant must either:
- (i) Destroy the replaced or repowered engine in a manner acceptable to the District. If the engine is destroyed, the Participant must permit the District to inspect the destroyed engine; or
 - (ii) Implement a District approved destruction alternative. The District may approve a destruction alternative only if special circumstances justifying the use of an alternative exist, and there is no detrimental impact to air quality.
- 2.6 New Low-Emission Vehicle Purchase – This Agreement is or is not subject to the following requirements:
- 2.6.1 New low-emission vehicles must be certified by CARB to an oxides of nitrogen emission level below the applicable standard for that motor vehicle or piece of off-road mobile equipment. Low-emission vehicle or engine technology under an experimental permit from CARB are also eligible for funding under the Program.
- 2.6.2 The low-emission vehicle or engine technology funded under Section 2.6.1 must achieve at least a 30% reduction in oxides of nitrogen emissions as compared to the applicable baseline emission standards for the specific model year and power rating.

- 2.6.3 The low-emission vehicle or engine technology funded under Section 2.6.1 must not be certified to particulate matter, hydrocarbons, and/or carbon monoxide levels above the applicable baseline emission standards for the specific model year and power rating.
- 2.6.4 The Participant must submit copies of invoices from service providers that confirm:
- (i) Installation of digital odometer/hour meter; and
 - (ii) Vehicle finance documents
- Each invoice must include vehicle identification number, engine serial number, odometer reading, and date service was provided.
- 2.6.5 The Participant agrees to the following motor vehicle title requirements:
- (i) The Participant will provide a copy of the replacement vehicle's title to the District, demonstrating that the District is named as a lien holder for the vehicle.
 - (ii) The Participant must be the legal owner of the replacement vehicle through the length of this Agreement.
 - (iii) If the replacement vehicle is financed, the Participant will list both the District and the Finance Company as lien holders for the vehicle.
 - (iv) If the replacement vehicle is financed, and the loan is repaid before the termination of this Agreement, the Participant must ensure that the District remains a lien holder on the replacement vehicle through the end date listed in Section 2.9.1.
 - (v) If the replacement vehicle is repossessed by the finance company, the Participant must reimburse the District in accordance with the termination formula in Section 2.7.
 - (vi) Any changes to the replacement vehicle's title must be approved in writing by the District.

- 2.7 Upon termination of this Agreement, if the vehicle/engine fails to fulfill the minimum required operation, the Participant shall return to the District an amount based on the difference between the required operation amount and the actual amount operated according to the following formula:

$$A = I * [(O*L) - C] / (O*L)$$

A = Amount Owed to the District

I = Total Incentive Award

O = Annual Operational Requirement (miles, hours or gallons)

L = Length of the Agreement in Years

C = Actual Operation (miles, hours, or gallons)

The APCO may, at his or her sole discretion, relieve this obligation to return the funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. Additionally, the APCO may, at his or her sole discretion, require full reimbursement of all funds paid to the Participant as outlined in Section 2.9.10.

- 2.8 The parties acknowledge that this Agreement will be funded by incentive fund revenues being transferred to the District; however, the District may terminate this Agreement if: (i) it does not receive all or a portion of the revenues, or (ii) funds are not specifically appropriated for this Agreement in the District's final budget prior to the expiration of the Agreement and any Agreement extensions. If the District terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days
- 2.9 General Requirements
- 2.9.1 This Agreement shall begin upon execution by all parties and terminate on **September 1st, 2021**. No work may begin on this project until this Agreement is executed by all parties. For this Agreement, the timeframe indicated by the execution of this Agreement and the afore-mentioned termination date shall serve as the contract term including both the project completion and project implementation/life periods.
- 2.9.2 Except as specified in Section 2.9.2(ii), the receipt of funds and performance under this Agreement prohibits application for any form of emission reduction credit for the life of the contract term outlined in Section 2.9.1.
- (i) This prohibition includes, but is not limited to all attainment, nonattainment, criteria and noncriteria pollutants, Application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) and/or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.
 - (ii) For projects involving the replacement of a stationary diesel agricultural water pump with an electric water pump in conjunction with the Pacific Gas & Electric Company's (PG&E) PUC-approved discounted AG-ICE electric rate program, PG&E may retain all of the carbon dioxide credits and a portion of the remaining emission credits for reductions generated through this Agreement. The portion of the remaining emission credits retained by PG&E will be the difference in emissions between a Tier 3 diesel engine and the emissions associated with generating electricity for the electric pump.
- 2.9.3 The District, CARB, or their designee may conduct an audit of the Participant's operations to verify that the Participant is complying with the Agreement terms.
- (i) As a condition of accepting funds, the Participant agrees to designate CARB as a third-party beneficiary with full auditing, inspection, and enforcement rights throughout the entire term of the Agreement.

- (ii) Any audits will be conducted at a reasonable time and with reasonable notice to the Participant. The Participant agrees to provide the District and CARB with on-site access to the vehicle(s)/equipment described in Exhibit A.
- 2.9.4 The Participant shall defend, indemnify, and hold harmless District, CARB, its officers, agents, employees and volunteers from any and all losses, costs, damages, fines or expenses (including attorney fees, court costs and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of the responsibilities required of the Participant by this Agreement or which are related in any way to the vehicle(s)/equipment, including any and all liability for general, special, consequential, or other damages resulting from the use of the vehicle(s)/equipment by the Participant, for which financial assistance or other incentives are received from the District by the Participant.
- 2.9.5 Participant shall complete and return all requested information and surveys sent from the District, yearly, on **January 1st** of each year, for at least **Three years** from the commencement of operation. Noncompliance with the reporting requirements shall require on-site monitoring or inspection by the District. The Participant shall keep the following records from the beginning of operation of the equipment described in Exhibit A through the end of the term described in Section 2.9.1 and for three years following the end date listed in Section 2.9.1. It is the responsibility of the Participant to maintain records adequate to document the subsequent information. The District may request these records at any time during the term of this Agreement, including:

For On-Road Projects	For Off-Road Projects
<ol style="list-style-type: none"> 1. Copies of all driver log book entries for the preceding year 2. Miles traveled 3. Fuel consumed 4. Fuel cost 5. Vehicle downtime 6. Type and cost of maintenance performed 	<ol style="list-style-type: none"> 1. Hours operated 2. Fuel consumed 3. Fuel cost 4. Engine downtime 5. Type and cost of maintenance performed

- 2.9.6 The Participant shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance in accordance with Exhibit C. In the event the Participant does not have the required certificate of insurance, or if the required insurance lapses, this Agreement shall be terminated immediately.
- 2.9.7 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 2.9.8 The Participant shall observe and comply with all applicable federal, state and District statutes, ordinances, regulations, rules, directives, and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of

California. If a provision of this Agreement violates any applicable law or regulation, that provision will be stricken from the Agreement, and all other provisions will remain in full force. Any action or proceeding arising out of this Agreement shall be filed in a state court or federal court located in Lassen County, California.

- 2.9.9 No performance rendered or payment due under this Agreement may be delegated or assigned without the written consent of all the parties hereto. If the Participant assigns any of its rights or obligations under this contract, all of the terms and conditions of this contract shall apply to the Participant's assignee.
- 2.9.10 The Participant will submit written documentation of performance towards the requirements outlined in Exhibit B to the District by December 31 of each year until termination of this Agreement. The District may request additional performance documentation at its discretion.
- 2.9.11 This agreement may be terminated by the District upon 30-day notice if the Participant fails to meet any of the obligations established in this Agreement or outlined in the Carl Moyer Program guidelines or the Health and Safety Code. If the Agreement is terminated, the Participant will refund the entire incentive paid by the District. The APCO may, at his or her discretion, waive the refund or allow the Participant an opportunity to cure its failure to meet the Agreement obligations. Additionally, the District and/or CARB may seek all available remedies for breaches of any Agreement provisions, Carl Moyer Program requirements, or Health and Safety Code.
- 2.9.12 The Participant may not sell or encumber the equipment described in Exhibit A without the written consent of the District.
- 2.9.13 The District has made no representations or guarantees to the Participant regarding the quality, condition, or proposed use of the low emission vehicle and engine technology funded under this Agreement or the effects of such technology on the normal operations of the Participant.
- 2.9.14 If either of the events listed in this paragraph occur, the Participant must notify the District within 30 days of the date Participant knows, or should have known, that the event has occurred or is likely to occur:
 - (i) The Participant suffers a catastrophic loss; or
 - (ii) The Participant files for bankruptcy; or
 - (iii) Any other event has occurred or is likely to occur that could impair the Participant's ability to perform the conditions of this Agreement.
- 2.9.15 This Agreement will bind the successors of the District and Participant in the same manner as if they were expressly named.

2.9.16 Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Lassen County APCD 720 South Street Susanville, CA 96130 Phone: (530) 257-1041 Fax: (530) 257-1057	Steve Bricker PO Box 411 Bieber, CA 96009 Phone: (530) 640-1887

The address and/or contacts may be changed only by written notice to the other party. Such written notice may be given by mail or personal service.

2.9.17 This Agreement consists of the following:

- (i) Participant Agreement
- (ii) Exhibit A – Vehicle and Engine Information Page
- (iii) Exhibit B – Performance Requirements
- (iv) Exhibit C – Insurance Requirements

DISCLOSURE AGREEMENT: The undersigned representative of Participant affirmatively states that neither they nor any other representative of Participant will submit another application or sign another contract for the same engine(s), equipment, and/or vehicle(s) detailed in Exhibit A with any other source of funds, including but not limited to other air districts or multidistrict funding under the Carl Moyer Program.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same engine(s), equipment, and/or vehicle(s) shall, at a minimum, be disqualified from funding for that engine(s) from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all Carl Moyer Program solicitations. In addition, as a violation of law, including but not limited to the Health and Safety Code and Business and Professions Code, ARB and the districts may levee fines and/or seek criminal charges.

The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement.

Approved by Participant

Date: _____

Approved by the Lassen County Air Pollution Control District

Date: _____

Dan Newton
Air Pollution Control Officer

Approved to as form:

Date: _____

Greg Einhorn
District Counsel

EXHIBIT A

Vehicle / Equipment Information Form

Vocation(s) (Please list all vehicle/equipment uses):

Farming

Equipment:

Tractor

Project Type:

Replacement

Counties Vehicle Currently Operates

Lassen County	Modoc County, Shasta County
Main Location of Operation (include cross streets)	

Annual Vehicle/Equipment Usage Information (be able to prove hours)

	Within the Lassen County Area	Outside of Lassen County Area	Total Operation
Hours	100%	0%	700 Hours

Existing Vehicle Information

Make: J.I. Case	Model: 480C	Model Year: 1978	GVWR:
Vehicle Identification Number: CFH0099015	Fleet Identification Number:	License Plate:	Odometer:

Existing Engine Information

Make: J.I. Case	Model: G188D	Model Yr: 1978	Serial Number: 8981898	HP: 52	Hour Meter: N/A
Fuel Type: Diesel					

New or Replacement Vehicle Information

Make: LS	Model: XU6168CPS	Model Year: 2018	GVWR:
Vehicle Identification Number:	Fleet Identification Number:	License Plate:	Odometer:

New Engine or Retrofit System Information

Make: LS	Model: L4C25-T	Model Yr: 2018	Serial Number:	HP: 68	NOx Cert:
Fuel Type: Diesel					

EXHIBIT B – PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 2.7 of this Agreement

Vehicle and Engine Year Make & Model*	Vehicle and Engine Serial Numbers*	Minimum Usage (hours)	Anticipated Annual NOx Reduction (tons)	Payback Requirement per Hour	Maximum Incentive Amount
LS XU6168CPS		2100	.39	\$16.67	\$35,000
Total					

* The District will fill in information upon verification of project completion.

EXHIBIT C – INSURANCE REQUIREMENTS

INSURANCE

Contractor agrees to maintain any and all insurance required for the term of this contract. Limits of liability and coverage details are pursuant to the District's insurance requirements specification. The following insurance coverage is required:

- COMMERCIAL/GENERAL LIABILITY
- BUSINESS AUTOMOTIVE LIABILITY
- PUBLIC ENTITIES/SELF-INSURED STATUS
- PROFESSIONAL LIABILITY INSURANCE
- WORKERS COMPENSATION and EMPLOYERS LIABILITY

CONTRACTOR shall furnish the DISTRICT with certificate(s) of insurance or self-insurance and/or original endorsement(s) and/or insurance binder(s) affecting coverage required below. The certificates, endorsements, and/or binders for each insurance policy are to be signed by a person authorized by the insurer to effect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. If CONTRACTOR provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess CONTRACTOR'S capability of providing such self-insurance. The APCO may reject self-insurance coverage where he finds that sufficient coverage will not be afforded to the DISTRICT.

During the term of the Agreement, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and affect the type and limits of liability requirements as follows:

- I. A. **COMMERCIAL/GENERAL LIABILITY:** Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Contractors (if any basis); Incidental Contracts; Contractual Liability; and Products and Completed Operations.

"Claims made" policies are unacceptable.

Minimum Limits: \$1,000,000 combined single limit, on an occurrence policy form.

BUSINESS AUTOMOBILE LIABILITY: Protection against loss of a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. If CONTRACTOR has no owned automobiles, then only hired and non-owned automobile coverage are required.

Minimum Limits: \$1,000,000 per occurrence for bodily injury or property damage, combined single limit.

- B. **Public Entities/Self-Insured Status:** CONTRACTOR shall maintain status as a legally self-insured public entity for general liability and shall maintain a self-insured retention of three

hundred thousand dollars (\$300,000) per occurrence.

- C. **Professional Liability Insurance** (when the contract involves professional services such as engineering, architectural, legal, accounting, instructing, and consulting, professional liability insurance is required. If not contracting for professional services, delete this paragraph.) Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.
- II. **Workers Compensation and Employers Liability:** CONTRACTOR shall carry full Worker's Compensation insurance coverage for all persons directly employed or volunteers, in carrying out the work under this contract, in accordance with the "Worker's Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Employer's Liability statutory limits will apply. If CONTRACTOR has no employees, no Worker's Compensation coverage is required. If CONTRACTOR hires subcontractors to perform under this agreement, the CONTRACTOR shall assure that the subcontractor carries workers compensation insurance for all of its employees, who are required to be covered by applicable law.
- III. **Notice of Cancellation:** Each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage not be suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after thirty (30) days prior written notice has been given to the DISTRICT. Ten-(10) days prior written notice of cancellation for non-payment of CONTRACTOR's insurance premium is permissible.
- IV. **Additional Insured:** It is mandatory that all of the above insurance policies (except workers compensation) shall include the DISTRICT as additional insured. The DISTRICT, its officials, trustees, agents, employees, and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.
- V. In addition, it is understood and agreed that the following be made a part of this Agreement.
 - A. **Excess/Umbrella:** An excess policy or an umbrella policy (following form) may be utilized to meet the above-required limits of liability.
 - B. **Supplementary Payments:** The above-stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general aggregate limit, then the general aggregate limits must be a multiple of the per occurrence limits.
 - C. **Contractors' Insurance as Primary:** The CONTRACTOR's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT, its officials, trustees, agents, employees or volunteers shall be excess to the CONTRACTOR's insurance and shall not contribute with it.
 - D. **Acceptability of Insurers:** Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A: VII, or be an equivalent program of self-insurance.
 - E. **District Risk Manager Exceptions:** Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT'S Risk Manager.