

# LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

## GOVERNING BOARD

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

## Staff

Dan Newton  
*Air Pollution Control Officer*  
Erik Edholm  
*Air Quality Engineer*  
Krystle Hollandsworth  
*Administrative Staff Assistant*

# LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD MEETING

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

**Agenda**  
**Tuesday, August 14, 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: June 12, 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 agendaize the matter at a future meeting).
- H. MATTERS FOR BOARD CONSIDERATION**

- PG. 5 **1. Subject:** Report on District Activities  
**Recommendation:** Information only/Receive Report
- PG. 7 **2. Subject:** District Financial Reports  
**Recommendation:** Information only/Receive Report
- PG. 9 **3. Subject:** Woodsmoke Reduction Pilot Program Update  
**Recommendation:** Information only/Receive Report
- PG. 11 **4. Subject:** Carl Moyer Agricultural Equipment Replacement Program – Triangle “F” Ranch  
**Recommendation:** 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
- PG. 29 **5. Subject:** Carl Moyer Agricultural Equipment Replacement Program – George Farms  
**Recommendation:** Approve Resolution 18-03 authorizing the APCO to execute grant agreement 18-20-CMP-02 in the amount of \$35,000 to George Farms
- PG. 47 **6. Subject:** Carl Moyer Agricultural Equipment Replacement Program – Pat Oilar  
**Recommendation:** Approve Resolution 18-04 authorizing the APCO to execute grant agreement 18-20-CMP-03 in the amount of \$35,000 to Pat Oilar
- PG. 65 **7. Subject:** Carl Moyer Agricultural Equipment Replacement Program – Steve Bricker  
**Recommendation:** Approve Resolution 18-05 authorizing the APCO to execute grant agreement 18-20-CMP-04 in the amount of \$35,000 to Steve Bricker
- PG. 83 **8. Subject:** Carl Moyer Agricultural Equipment Replacement Program – C.W. Johnson  
**Recommendation:** 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
- PG. 101 **9. Subject:** Carl Moyer Agricultural Equipment Replacement Program – Richard Lewis  
**Recommendation:** 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

**I. ADJOURN**

NEXT SCHEDULED GOVERNING BOARD MEETING OCTOBER 9, 2018

**UNAPPROVED MINUTES  
LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT  
GOVERNING BOARD  
JUNE 12, 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, 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. Vice Chairperson Mendy Schuster absent.

**C. AGENDA APPROVAL**

Motion by Director Franco, second by Director Hammond, to approve the June 12, 2018, agenda. Motion carried. Schuster absent.

**D. APPROVAL OF MINUTES**

APPROVAL OF MINUTES FOR THE MEETING OF; APRIL 10, 2018: Director Hemphill motioned to approve the April 10, 2018 minutes, and the motion was seconded by Director Franco. Motion carried. Director Hammond abstained. Schuster absent.

**E. BOARD MEMBER ISSUES/REPORTS**

NONE

**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. He explained the District was granted the authority to fund additional Carl Moyer projects with TIMBER funds, due to lack of TIMBER applicants.

Facility Inspections: APCO Newton, informed the Board that the District currently has approximately 70 facilities permitted.

Director Franco inquired about dust concerns associated with the Hat Creek facility.

Mr. Newton stated that the difficulty in dust complaints is that staff must observe the issue and often times dust concerns are reported after the fact. However, Mr. Newton explained the District incorporates fugitive dust emission mitigation measures into facility permits and that includes Hat Creeks' Permit.

He also discussed the compliance plan the District is working on with Hat Creek Construction regarding their operations at their Ward Lake Pit. The compliance plan is to bring their non-compliant internal combustion engine generators into compliance.

There was additional conversation regarding alternative power options to the facility.

## **2. District's Financial Report**

Mr. Newton presented the financial reports for April and May 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.

Chairman Gallagher inquired about the approximately \$97,000 expenditures listed on the May 2018 financial report.

AQE Edholm stated that those specific expenditures were for Carl Moyer grants. One was in the amount of \$35,000 and the other one was for \$62,000.

## **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.

Additional discussion was had on advertising the program, typical cost of replacements, and potential devices that would qualify.

Director Franco motioned to approve resolution 17-11 approving the Woodsmoke Reduction Pilot Program Workplan, Director Hammond seconded the motion. Motion carried. Schuster absent.

## **4. Emission Inventory Grant**

Erik Edholm summarized that California Assembly Bill 197 requires the Air Resources Board (ARB) to maintain online emission reports of greenhouse gases, criteria pollutants, and toxic air contaminants for facilities that report

to ARB and air districts. To assist local air districts with complying with AB 197, ARB has awarded funding to help districts review and update data currently being stored or uploaded to the California Emissions Inventory Development and Reporting System (CEIDARS) database.

Mr. Edholm reported that the District has been granted \$18,267 during the first year and if additional funds become available, the grant may be amended in future years.

Director Franco motioned to approve resolution 17-12 accepting grant agreement from CARB for the Emission Inventory Grant, seconded by Director Hammond. Motion carried. Schuster absent.

**5. Implementation and Enforcement of Emission Standards for Crude Oil & Natural Gas Facilities Grant**

AQE Edholm discussed the CARB regulation which limits Greenhouse Gas emissions, primarily methane, from crude oil and natural gas facilities. Currently, our District has one (1) facility that meets the criteria of the grant. The grant allocation of \$1000 would assist the District in implementing the Oil & Gas regulation.

Director Hemphill motioned to approve resolution 17-13 accepting the MOA from California Air Resources Board to Implement Selected Provisions of the State Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities (Oil & Gas Regulation), seconded by Director Hammond. Motion carried. Vice Chairperson Schuster absent.

**6. FY 18-19 Budget Review**

Mr. Newton present the Board with the Districts proposed FY 18-19 budget. He informed the Board that the three (3) grant programs the Board took action on during this meeting have been included in the proposed budget. He also told the Board that Mt. Lassen Power, one of the Title V facilities in the District is no longer interested in keeping their permit active.

Some discussion took place regarding Mt. Lassen Power and their potential to reopen the facility.

Director Hemphill suggested staff reach out to Mt. Lassen Power to reaffirm their stance on operation of the facility.

Additional discussion concerning the Title V permitting process through the EPA took place.

Mr. Newton redirected the discussion back to the proposed Fiscal Year 18/19. He detailed the specific revenues and expenditures of the proposed budget.

Director Franco motioned to approve resolution 17-14 adopting the Fiscal Year 18-19 budget, seconded by Director Stafford. Motion carried. Vice Chairperson Schuster absent.

**7. Carl Moyer Grant Award, Frank Kimp**

Mr. Edholm presented a proposed Carl Moyer Grant project, with additional monies through Rural Assistance Program (RAP). The proposed grant is to Frank Kimp for a tractor replacement project that will replace a 1980 J.I. Case Traction King 1470Tk with a 2018 John Deere 5100 E series, for a total grant amount of \$55,746.70.

Director Hemphill motioned to approve resolution 17-15 authorizing the APCO to execute grant agreement 18-19-CMP-06 in the amount of \$55,746.70 to Frank Kimp, seconded by Director Hammond. Motion carried. Vice Chairperson Schuster absent.

**I. ADJOURN 3:51 P.M.**

Motion by Director Franco, second by Director Stafford, to adjourn the April 10, 2018, Lassen County Air Pollution Control District Governing Board Meeting. Motion carried. Gallagher and Hammond absent.

## LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

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Kevin Stafford

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Dan Newton  
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Erik Edholm  
*Air Quality Engineer*  
Krystle Hollandsworth  
*Administrative Staff Assistant*

Meeting of August 14, 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
- Wood Stove Replacement Program
- Facility Inspections
- Renew Existing Permits
- Wildfire Smoke Monitoring

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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*Air Pollution Control Officer*  
 Erik Edholm  
*Air Quality Engineer*  
 Krystle Hollandsworth  
*Administrative Staff Assistant*

From: Dan Newton

Date: August 14, 2018

Subject: June 2018 Financial Report

Opening Balance:	\$ 155,531.57
Carl Moyer Program Balance	\$ 311,820.86

**Net Beginning Balance: \$ 467,352.43**

Revenue:

Permits	\$ 850.52
DMV Fee Revenue	\$ 6,891.49
DMV Subvention	\$ 0.00
Unsecured Property Tax	\$ 0.00
Carl Moyer	\$ 200,000.00
Interest (Fair Market Value Adjustment)	\$ 2,569.00

**Total Revenue \$ 210,314.01**

Expenditures:

Contract Services – City of Susanville	
Salaries and Benefits	\$ 17,564.00
Services and Supplies	\$ 968.00
Carl Moyer Grants	\$ 0.00
Woodstove Replacement Grants (2 Grants)	\$ 3,000.00

**Total Expenditures \$ 21,532.00**

Ending Balance **\$ 656,134.44**

Carl Moyer Program Balance	\$ 488,384.34
<b>Net Ending Balance:</b>	<b>\$ 167,750.10</b>

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*Administrative Staff Assistant*

From: Dan Newton

Date: August 14, 2018

Subject: July 2018 Financial Report

Opening Balance: \$ 167,750.10  
Carl Moyer Program Balance \$ 488,384.34

**Net Beginning Balance: \$ 656,134.44**

**Revenue:**

Permits \$ 779.12  
DMV Fee Revenue \$ 7,531.43  
DMV Subvention \$ 0.00  
Unsecured Property Tax \$ 0.00  
Carl Moyer \$ 0.00  
CCI Woodsmoke Reduction Program \$ 45,000.00  
Interest (Fair Market Value Adjustment) \$ 987.14

**Total Revenue \$ 54,297.69**

**Expenditures:**

Contract Services – City of Susanville  
    Salaries and Benefits \$ 17,564.00  
    Services and Supplies \$ 968.00  
Carl Moyer Grants \$ 0.00  
Woodstove Replacement Grants \$ 0.00

**Total Expenditures \$ 18,532.00**

Ending Balance **\$ 688,900.13**

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

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Meeting of August 14, 2018

To: Governing Board

From: Dan Newton, APCO

Subject: CAPCOA Woodsmoke Reduction Pilot Program

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 disadvantage 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.

Since the last meeting, 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, and posted it on our website [lassenair.org](http://lassenair.org). Attached is a copy of the flyer.

Since the District begun accepting applications July 1, 2018, 7 vouchers have been awarded. 5 applicants qualified for the enhanced voucher in the amount of \$3000, and 2 of them are receiving the standard voucher for \$1500.

Respectfully Submitted,

Dan Newton  
 Air Pollution Control Officer

# Woodsmoke Reduction Program



## What is the Woodsmoke Reduction Program?

The Woodsmoke Reduction Pilot Program is funded by California Climate Investments and administered by local air districts. This program provides an incentive voucher to replace a pre-1988 or homemade non-EPA certified wood-burning stove or fireplace that is used as a primary source of heat with either an EPA-certified woodstove or insert, or natural gas, propane, or electric heating device.

## What are the benefits?

For certain census tracts designated by the State as low-income and for low-income households, the voucher may cover the entire cost of the replacement, up to \$3,000. A standard voucher of \$1,500 is available to households regardless of income within Lassen County to use toward the cost of purchase, permits and installation. Additionally, newer models are 50% more efficient than older, non certified models. This will result in less wood used for the same amount of heat. The new device will also decrease your exposure to harmful pollutants and reduce the risk of house fires.

## How do I apply?

Applications are available in person at the Air District office in Susanville, online at [lassenair.org](http://lassenair.org) or mailed by request.

To apply, submit a completed voucher application and a photo of the old wood burning device to the District by mail, email, or drop them off in person.

Vouchers will be issued in the order the completed applications are received.



Lassen County Air Pollution Control District

720 South Street  
Susanville, CA 96130  
(530)257-1041

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Meeting of August 14, 2018

To: Governing Board

From: Dan Newton, APCO

Subject: Carl Moyer Grant Award, Triangle “F” Ranch

Attached is a proposed Carl Moyer Grant for execution under 20<sup>th</sup> Cycle grant, of which the District currently has \$244,310.39 of Cycle 19 and Cycle 20 funds available for award. The proposed grant is 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.

**Recommendation:**

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.

Respectfully Submitted,

Dan Newton  
Air Pollution Control Officer

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT  
 CARL MOYER GRANT PROGRAM  
 FISCAL YEAR 2018-2019

CYCLE 19 CARL MOYER GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 175,000.00
CYCLE 19 INTEREST AMOUNT AVAILABLE FOR PROJECTS	\$ 3,627.55
CYCLE 18 RAP GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 32,971.98
CYCLE 20 CARL MOYER GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 175,000.00
TOTAL CARL MOYER FISCAL YEAR 2017-2018 FUNDS	\$ 386,599.53

FUNDS EXPENDED

1) MIKE GONZALEZ TRACTOR REPLACEMENT	\$ 16,542.44
2) DEFOREST RANCH TRACTOR REPLACEMENT PROJECT	\$ 35,000.00
3) LASSEN COLLEGE TRACTOR REPLACEMENT PROJECT	\$ 35,000.00
TOTAL FUNDS USED	\$ 86,542.44

APPROVED PROJECTS

1) FRANK KIMP TRACTOR REPLACEMENT	\$ 55,746.70
TOTAL APPROVED PROJECTS	\$ 55,746.70

PROPOSED PROJECTS

1) TRIANGLE "F" RANCH TRACTOR REPLACEMENT	\$ 35,000.00
2) GEORGE FARMS TRACTOR REPLACEMENT	\$ 35,000.00
3) PAT OIL/WINDROWER REPLACEMENT	\$ 35,000.00
4) STEVE BRICKER TRACTOR REPLACEMENT	\$ 35,000.00
5) C.W. JOHNSON & ASSOCIATES	\$ 35,000.00
6) RICHARD LEWIS	\$ 28,834.56
TOTAL PROPOSED PROJECTS	\$ 203,834.56

TOTAL CYCLE 18 RAP FUNDS THAT MUST BE EXPENDED BY 4/30/20	\$ 32,971.98
TOTAL CYCLE 19 FUNDS THAT MUST BE EXPENDED BY 6/30/20	\$ 178,627.55
TOTAL CYCLE 20 FUNDS THAT MUST BE EXPENDED BY 6/30/21	\$ 175,000.00
LESS TOTAL APPROVED AND EXPENDED PROJECTS	\$ 142,289.14

**REMAINING BALANCE WITH APPROVED AND FUNDED PROJECTS** **\$ 244,310.39**

TOTAL CARL MOYER FISCAL YEAR 2018-2019 FUNDS	\$ 386,599.53
LESS TOAL FUNDS USED	\$ 86,542.44
LESS TOTAL APPROVED PROJECTS	\$ 55,746.70
LESS TOTAL PROPOSED PROJECTS	\$ 203,834.56

**REMAINING BALANCE WITH APPROVED AND PROPOSED PROJECTS** **\$ 40,475.83**

**RESOLUTION NO. 18-02**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING CARL MOYER GRANT AGREEMENT 18-20-CMP-01 WITH TRIANGLE “F” RANCH.**

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 Grant Agreement 18-20-CMP-01 with Triangle “F” Ranch;

The foregoing resolution was approved and adopted by the following vote of the Board on August 14, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Chris Gallagher, Chairman  
Lassen County Air Pollution Control District

ATTEST:

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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 **Triangle “F” Ranch** (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 (NO<sub>x</sub>), 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	NO <sub>x</sub> 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 engine(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, 2018**. 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 1<sup>st</sup>, 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 1<sup>st</sup>** 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:

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

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:

<b>To District</b>	<b>To Participant</b>
Lassen County APCD 720 South Street Susanville, CA 96130 Phone: (530) 257-1041 Fax: (530) 257-1057	Tom Kominek PO Box 152 Doyle, CA 96109 Phone: (530) 599-1876

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%	260 Hours

**Existing Vehicle Information**

Make: IH Farmall	Model: 856-D	Model Year: 1976	GVWR:
Vehicle Identification Number: 108765-Y	Fleet Identification Number:	License Plate:	Odometer:

**Existing Engine Information**

Make: Farmall	Model:	Model Yr: 1976	Serial Number: N/A	HP: 85	Hour Meter: N/A
Fuel Type: Diesel					

**New or Replacement Vehicle Information**

Make: Massey Ferguson	Model: MF4708	Model Year: 2018	GVWR:
Vehicle Identification Number:	Fleet Identification Number:	License Plate:	Odometer:

**New Engine or Retrofit System Information**

Make: AGCO Power	Model: Powertech 33AWIC	Model Yr: 2018	Serial Number: TBD	HP: 80	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
Massey Ferguson 4708		840	.26	\$41.67	\$35,000
<b>Total</b>					

\* 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.

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

**GOVERNING BOARD**

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

**Staff**

Dan Newton  
*Air Pollution Control Officer*  
Erik Edholm  
*Air Quality Engineer*  
Krystle Hollandsworth  
*Administrative Staff Assistant*

Meeting of August 14, 2018

To: Governing Board

From: Dan Newton, APCO

Subject: Carl Moyer Grant Award, George Farms

Attached is a proposed Carl Moyer Grant for execution under 20<sup>th</sup> Cycle grant, of which the District currently has \$244,310.39 of Cycle 19 and Cycle 20 funds available for award. The proposed grant is 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.

**Recommendation:**

Approve Resolution 18-03 authorizing the APCO to execute grant agreement 18-20-CMP-02 in the amount of \$35,000 to George Farms.

Respectfully Submitted,

Dan Newton  
Air Pollution Control Officer

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT  
 CARL MOYER GRANT PROGRAM  
 FISCAL YEAR 2018-2019

CYCLE 19 CARL MOYER GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 175,000.00
CYCLE 19 INTEREST AMOUNT AVAILABLE FOR PROJECTS	\$ 3,627.55
CYLCE 18 RAP GRANT AMOUT AVAILABLE FOR PROJECTS	\$ 32,971.98
CYCLE 20 CARL MOYER GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 175,000.00
TOTAL CARL MOYER FISCAL YEAR 2017-2018 FUNDS	\$ 386,599.53

FUNDS EXPENDED

1) MIKE GONZALEZ TRACTOR REPLACEMENT	\$ 16,542.44
2) DEFOREST RANCH TRACTOR REPLACEMENT PROJECT	\$ 35,000.00
3) LASSEN COLLEGE TRACTOR REPLACEMENT PROJECT	\$ 35,000.00
TOTAL FUNDS USED	\$ 86,542.44

APPROVED PROJECTS

1) FRANK KIMP TRACTOR REPLACEMENT	\$ 55,746.70
TOTAL APPROVED PROJECTS	\$ 55,746.70

PROPOSED PROJECTS

1) TRIANGLE "F" RANCH TRACTOR REPLACEMENT	\$ 35,000.00
2) GEORGE FARMS TRACTOR REPLACEMENT	\$ 35,000.00
3) PAT OIL/ WINDROWER REPLACEMENT	\$ 35,000.00
4) STEVE BRICKER TRACTOR REPLACEMENT	\$ 35,000.00
5) C.W. JOHNSON & ASSOCIATES	\$ 35,000.00
6) RICHARD LEWIS	\$ 28,834.56
TOTAL PROPOSED PROJECTS	\$ 203,834.56

TOTAL CYCLE 18 RAP FUNDS THAT MUST BE EXPENDED BY 4/30/20	\$ 32,971.98
TOTAL CYCLE 19 FUNDS THAT MUST BE EXPENDED BY 6/30/20	\$ 178,627.55
TOTAL CYCLE 20 FUNDS THAT MUST BE EXPENDED BY 6/30/21	\$ 175,000.00
LESS TOTAL APPROVED AND EXPENDED PROJECTS	\$ 142,289.14

**REMAINING BALANCE WITH APPROVED AND FUNDED PROJECTS** **\$ 244,310.39**

TOTAL CARL MOYER FISCAL YEAR 2018-2019 FUNDS	\$ 386,599.53
LESS TOAL FUNDS USED	\$ 86,542.44
LESS TOTAL APPROVED PROJECTS	\$ 55,746.70
LESS TOTAL PROPOSED PROJECTS	\$ 203,834.56

**REMAINING BALANCE WITH APPROVED AND PROPOSED PROJECTS** **\$ 40,475.83**



**RESOLUTION NO. 18-03**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING CARL MOYER GRANT AGREEMENT 18-20-CMP-02 WITH GEORGE FARMS.**

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 Grant Agreement 18-20-CMP-02 with George Farms;

The foregoing resolution was approved and adopted by the following vote of the Board on August 14, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

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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 **George Farms** (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 (NO<sub>x</sub>), 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	NO <sub>x</sub> 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 engine(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, 2018**. 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 1<sup>st</sup>, 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 1<sup>st</sup>** 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:

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

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:

<b>To District</b>	<b>To Participant</b>
Lassen County APCD 720 South Street Susanville, CA 96130 Phone: (530) 257-1041 Fax: (530) 257-1057	Randy George PO Box 190 Bieber, CA 96009 Phone: (530) 233-9117

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: Kubota	Model: M7030	Model Year: 1991	GVWR:
Vehicle Identification Number: 20083	Fleet Identification Number:	License Plate:	Odometer:

**Existing Engine Information**

Make: Kubota	Model: 4.0 L	Model Yr: 1990	Serial Number: N/A	HP: 71	Hour Meter: N/A
Fuel Type: Diesel					

**New or Replacement Vehicle Information**

Make: John Deere	Model: 5075 E	Model Year: 2018	GVWR:
Vehicle Identification Number:	Fleet Identification Number:	License Plate:	Odometer:

**New Engine or Retrofit System Information**

Make: John Deere	Model: Powertech 2.9L	Model Yr: 2018	Serial Number: TBD	HP: 75	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
John Deere 5075 E		2100	.39	\$16.67	\$35,000
<b>Total</b>					

\* 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.



## LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

### GOVERNING BOARD

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

### Staff

Dan Newton  
*Air Pollution Control Officer*  
 Erik Edholm  
*Air Quality Engineer*  
 Krystle Hollandsworth  
*Administrative Staff Assistant*

Meeting of August 14, 2018

To: Governing Board

From: Dan Newton, APCO

Subject: Carl Moyer Grant Award, Pat Oilar

Attached is a proposed Carl Moyer Grant for execution under 20<sup>th</sup> Cycle grant, of which the District currently has \$244,310.39 of Cycle 19 and Cycle 20 funds available for award. The proposed grant is to Pat Oilar 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.

### **Recommendation:**

Approve Resolution 18-04 authorizing the APCO to execute grant agreement 18-20-CMP-03 in the amount of \$35,000 to Pat Oilar.

Respectfully Submitted,

Dan Newton  
 Air Pollution Control Officer

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT  
 CARL MOYER GRANT PROGRAM  
 FISCAL YEAR 2018-2019

CYCLE 19 CARL MOYER GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 175,000.00
CYCLE 19 INTEREST AMOUNT AVAILABLE FOR PROJECTS	\$ 3,627.55
CYCLE 18 RAP GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 32,971.98
CYCLE 20 CARL MOYER GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 175,000.00
TOTAL CARL MOYER FISCAL YEAR 2017-2018 FUNDS	\$ 386,599.53

**FUNDS EXPENDED**

1) MIKE GONZALEZ TRACTOR REPLACEMENT	\$ 16,542.44
2) DEFOREST RANCH TRACTOR REPLACEMENT PROJECT	\$ 35,000.00
3) LASSEN COLLEGE TRACTOR REPLACEMENT PROJECT	\$ 35,000.00
TOTAL FUNDS USED	\$ 86,542.44

**APPROVED PROJECTS**

1) FRANK KIMP TRACTOR REPLACEMENT	\$ 55,746.70
TOTAL APPROVED PROJECTS	\$ 55,746.70

**PROPOSED PROJECTS**

1) TRIANGLE "F" RANCH TRACTOR REPLACEMENT	\$ 35,000.00
2) GEORGE FARMS TRACTOR REPLACEMENT	\$ 35,000.00
3) PAT OIL/WINDROWER REPLACEMENT	\$ 35,000.00
4) STEVE BRICKER TRACTOR REPLACEMENT	\$ 35,000.00
5) C.W. JOHNSON & ASSOCIATES	\$ 35,000.00
6) RICHARD LEWIS	\$ 28,834.56
TOTAL PROPOSED PROJECTS	\$ 203,834.56

TOTAL CYCLE 18 RAP FUNDS THAT MUST BE EXPENDED BY 4/30/20	\$ 32,971.98
TOTAL CYCLE 19 FUNDS THAT MUST BE EXPENDED BY 6/30/20	\$ 178,627.55
TOTAL CYCLE 20 FUNDS THAT MUST BE EXPENDED BY 6/30/21	\$ 175,000.00
LESS TOTAL APPROVED AND EXPENDED PROJECTS	\$ 142,289.14

**REMAINING BALANCE WITH APPROVED AND FUNDED PROJECTS** **\$ 244,310.39**

TOTAL CARL MOYER FISCAL YEAR 2018-2019 FUNDS	\$ 386,599.53
LESS TOAL FUNDS USED	\$ 86,542.44
LESS TOTAL APPROVED PROJECTS	\$ 55,746.70
LESS TOTAL PROPOSED PROJECTS	\$ 203,834.56

**REMAINING BALANCE WITH APPROVED AND PROPOSED PROJECTS** **\$ 40,475.83**

**RESOLUTION NO. 18-04**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING CARL MOYER GRANT AGREEMENT 18-20-CMP-03 WITH PAT OILAR.**

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 Grant Agreement 18-20-CMP-03 with Pat Oilar;

The foregoing resolution was approved and adopted by the following vote of the Board on August 14, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Chris Gallagher, Chairman  
Lassen County Air Pollution Control District

ATTEST:

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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 **Pat Oilar** (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 (NO<sub>x</sub>), 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	NO <sub>x</sub> 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 engine(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, 2018**. 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 1<sup>st</sup>, 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 1<sup>st</sup>** 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:

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

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:

<b>To District</b>	<b>To Participant</b>
Lassen County APCD 720 South Street Susanville, CA 96130 Phone: (530) 257-1041 Fax: (530) 257-1057	Pat Oilar 641-310 Hwy 299 McArthur, CA 96056 Phone: (530) 366-6156

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%	1100 Hours

**Existing Vehicle Information**

Make: Case IH	Model: 8850	Model Year: 1995	GVWR:
Vehicle Identification Number: CFH0099015	Fleet Identification Number:	License Plate:	Odometer:

**Existing Engine Information**

Make: Cummins	Model: 6BT5.9	Model Yr: 1995	Serial Number: 45128942	HP: 165	Hour Meter: N/A
Fuel Type: Diesel					

**New or Replacement Vehicle Information**

Make: Massey Ferguson	Model: 9860	Model Year: 2015	GVWR:
Vehicle Identification Number: FH512654	Fleet Identification Number:	License Plate:	Odometer:

**New Engine or Retrofit System Information**

Make: AGCO	Model: Powertech 49AWF.1072	Model Yr: 2015	Serial Number: A70526	HP: 195	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
Massey Ferguson 9860		3500	.96	\$10.61	\$35,000
<b>Total</b>					

\* 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.

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

**GOVERNING BOARD**

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

**Staff**

Dan Newton  
*Air Pollution Control Officer*  
Erik Edholm  
*Air Quality Engineer*  
Krystle Hollandsworth  
*Administrative Staff Assistant*

Meeting of August 14, 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 20<sup>th</sup> Cycle grant, of which the District currently has \$244,310.39 of Cycle 19 and Cycle 20 funds available for award. The proposed grant is to Steve Bricker 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.

**Recommendation:**

Approve Resolution 18-05 authorizing the APCO to execute grant agreement 18-20-CMP-04 in the amount of \$35,000 to Steve Bricker

Respectfully Submitted,

Dan Newton  
Air Pollution Control Officer

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT  
CARL MOYER GRANT PROGRAM  
FISCAL YEAR 2018-2019

CYCLE 19 CARL MOYER GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 175,000.00
CYCLE 19 INTEREST AMOUNT AVAILABLE FOR PROJECTS	\$ 3,627.55
CYCLE 18 RAP GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 32,971.98
CYCLE 20 CARL MOYER GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 175,000.00
TOTAL CARL MOYER FISCAL YEAR 2017-2018 FUNDS	\$ 386,599.53

FUNDS EXPENDED

1) MIKE GONZALEZ TRACTOR REPLACEMENT	\$ 16,542.44
2) DEFOREST RANCH TRACTOR REPLACEMENT PROJECT	\$ 35,000.00
3) LASSEN COLLEGE TRACTOR REPLACEMENT PROJECT	\$ 35,000.00
TOTAL FUNDS USED	\$ 86,542.44

APPROVED PROJECTS

1) FRANK KIMP TRACTOR REPLACEMENT	\$ 55,746.70
TOTAL APPROVED PROJECTS	\$ 55,746.70

PROPOSED PROJECTS

1) TRIANGLE "F" RANCH TRACTOR REPLACEMENT	\$ 35,000.00
2) GEORGE FARMS TRACTOR REPLACEMENT	\$ 35,000.00
3) PAT OIL/WINDROWER REPLACEMENT	\$ 35,000.00
4) STEVE BRICKER TRACTOR REPLACEMENT	\$ 35,000.00
5) C.W. JOHNSON & ASSOCIATES	\$ 35,000.00
6) RICHARD LEWIS	\$ 28,834.56
TOTAL PROPOSED PROJECTS	\$ 203,834.56

TOTAL CYCLE 18 RAP FUNDS THAT MUST BE EXPENDED BY 4/30/20	\$ 32,971.98
TOTAL CYCLE 19 FUNDS THAT MUST BE EXPENDED BY 6/30/20	\$ 178,627.55
TOTAL CYCLE 20 FUNDS THAT MUST BE EXPENDED BY 6/30/21	\$ 175,000.00
LESS TOTAL APPROVED AND EXPENDED PROJECTS	\$ 142,289.14

**REMAINING BALANCE WITH APPROVED AND FUNDED PROJECTS** **\$ 244,310.39**

TOTAL CARL MOYER FISCAL YEAR 2018-2019 FUNDS	\$ 386,599.53
LESS TOAL FUNDS USED	\$ 86,542.44
LESS TOTAL APPROVED PROJECTS	\$ 55,746.70
LESS TOTAL PROPOSED PROJECTS	\$ 203,834.56

**REMAINING BALANCE WITH APPROVED AND PROPOSED PROJECTS** **\$ 40,475.83**

**RESOLUTION NO. 18-05**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING CARL MOYER GRANT AGREEMENT 18-20-CMP-04 WITH STEVE BRICKER.**

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 Grant Agreement 18-20-CMP-04 with Steve Bricker;

The foregoing resolution was approved and adopted by the following vote of the Board on August 14, 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 (NO<sub>x</sub>), 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	NO <sub>x</sub> 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 engine(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, 2018**. 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 1<sup>st</sup>, 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 1<sup>st</sup>** 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:

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

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:

<b>To District</b>	<b>To Participant</b>
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: John Deere	Model: 5065 E	Model Year: 2018	GVWR:
Vehicle Identification Number:	Fleet Identification Number:	License Plate:	Odometer:

**New Engine or Retrofit System Information**

Make: John Deere	Model: 2.9 L	Model Yr: 2018	Serial Number:	HP: 65	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
John Deer 5065 E		2100	.39	\$16.67	\$35,000
<b>Total</b>					

\* 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.

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT GOVERNING BOARD

**GOVERNING BOARD**

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

**Staff**

Dan Newton  
*Air Pollution Control Officer*  
Erik Edholm  
*Air Quality Engineer*  
Krystle Hollandsworth  
*Administrative Staff Assistant*

Meeting of August 14, 2018

To: Governing Board

From: Dan Newton, APCO

Subject: Carl Moyer Grant Award, C. W. Johnson Ranch

Attached is a proposed Carl Moyer Grant for execution under 20<sup>th</sup> Cycle grant, of which the District currently has \$244,310.39 of Cycle 19 and Cycle 20 funds available for award. The proposed grant is to C. W. Johnson Ranch 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.

**Recommendation:**

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.

Respectfully Submitted,

Dan Newton  
Air Pollution Control Officer

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT  
 CARL MOYER GRANT PROGRAM  
 FISCAL YEAR 2018-2019

CYCLE 19 CARL MOYER GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 175,000.00
CYCLE 19 INTEREST AMOUNT AVAILABLE FOR PROJECTS	\$ 3,627.55
CYCLE 18 RAP GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 32,971.98
CYCLE 20 CARL MOYER GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 175,000.00
TOTAL CARL MOYER FISCAL YEAR 2017-2018 FUNDS	\$ 386,599.53

FUNDS EXPENDED

1) MIKE GONZALEZ TRACTOR REPLACEMENT	\$ 16,542.44
2) DEFOREST RANCH TRACTOR REPLACEMENT PROJECT	\$ 35,000.00
3) LASSEN COLLEGE TRACTOR REPLACEMENT PROJECT	\$ 35,000.00
TOTAL FUNDS USED	\$ 86,542.44

APPROVED PROJECTS

1) FRANK KIMP TRACTOR REPLACEMENT	\$ 55,746.70
TOTAL APPROVED PROJECTS	\$ 55,746.70

PROPOSED PROJECTS

1) TRIANGLE "F" RANCH TRACTOR REPLACEMENT	\$ 35,000.00
2) GEORGE FARMS TRACTOR REPLACEMENT	\$ 35,000.00
3) PAT OIL/WINDROWER REPLACEMENT	\$ 35,000.00
4) STEVE BRICKER TRACTOR REPLACEMENT	\$ 35,000.00
5) C.W. JOHNSON & ASSOCIATES	\$ 35,000.00
6) RICHARD LEWIS	\$ 28,834.56
TOTAL PROPOSED PROJECTS	\$ 203,834.56

TOTAL CYCLE 18 RAP FUNDS THAT MUST BE EXPENDED BY 4/30/20	\$ 32,971.98
TOTAL CYCLE 19 FUNDS THAT MUST BE EXPENDED BY 6/30/20	\$ 178,627.55
TOTAL CYCLE 20 FUNDS THAT MUST BE EXPENDED BY 6/30/21	\$ 175,000.00
LESS TOTAL APPROVED AND EXPENDED PROJECTS	\$ 142,289.14

**REMAINING BALANCE WITH APPROVED AND FUNDED PROJECTS** **\$ 244,310.39**

TOTAL CARL MOYER FISCAL YEAR 2018-2019 FUNDS	\$ 386,599.53
LESS TOAL FUNDS USED	\$ 86,542.44
LESS TOTAL APPROVED PROJECTS	\$ 55,746.70
LESS TOTAL PROPOSED PROJECTS	\$ 203,834.56

**REMAINING BALANCE WITH APPROVED AND PROPOSED PROJECTS** **\$ 40,475.83**

**RESOLUTION NO. 18-06**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING CARL MOYER GRANT AGREEMENT 18-20-CMP-05 WITH C. W. JOHNSON RANCH.**

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 Grant Agreement 18-20-CMP-05 with C. W. Johnson Ranch;

The foregoing resolution was approved and adopted by the following vote of the Board on August 14, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

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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 **Pat Oilar** (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 (NO<sub>x</sub>), 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	NO <sub>x</sub> 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 engine(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, 2018**. 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 1<sup>st</sup>, 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 1<sup>st</sup>** 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:

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

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:

<b>To District</b>	<b>To Participant</b>
Lassen County APCD 720 South Street Susanville, CA 96130 Phone: (530) 257-1041 Fax: (530) 257-1057	Randy George PO Box 190 Bieber, CA 96009 Phone: (530) 233-9117

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%	1100 Hours

#### Existing Vehicle Information

Make: Case IH	Model: 8850	Model Year: 1995	GVWR:
Vehicle Identification Number: CFH0099015	Fleet Identification Number:	License Plate:	Odometer:

#### Existing Engine Information

Make: Cummins	Model: 6BT5.9	Model Yr: 1995	Serial Number: 45128942	HP: 165	Hour Meter: N/A
Fuel Type: Diesel					

#### New or Replacement Vehicle Information

Make: Massey Ferguson	Model: 9860	Model Year: 2015	GVWR:
Vehicle Identification Number: FH512654	Fleet Identification Number:	License Plate:	Odometer:

#### New Engine or Retrofit System Information

Make: AGCO	Model: Powertech 49AWF.1072	Model Yr: 2015	Serial Number: A70526	HP: 195	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
Massey Ferguson 9860		2100	.96	\$10.61	\$35,000
<b>Total</b>					

\* 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.

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

**GOVERNING BOARD**

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

**Staff**

Dan Newton  
*Air Pollution Control Officer*  
Erik Edholm  
*Air Quality Engineer*  
Krystle Hollandsworth  
*Administrative Staff Assistant*

Meeting of August 14, 2018

To: Governing Board

From: Dan Newton, APCO

Subject: Carl Moyer Grant Award, Richard Lewis

Attached is a proposed Carl Moyer Grant for execution under 20<sup>th</sup> Cycle grant, of which the District currently has \$244,310.39 of Cycle 19 and Cycle 20 funds available for award. The proposed grant is to Richard Lewis 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.

**Recommendation:**

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.

Respectfully Submitted,

Dan Newton  
Air Pollution Control Officer

LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT  
CARL MOYER GRANT PROGRAM  
FISCAL YEAR 2018-2019

CYCLE 19 CARL MOYER GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 175,000.00
CYCLE 19 INTEREST AMOUNT AVAILABLE FOR PROJECTS	\$ 3,627.55
CYCLE 18 RAP GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 32,971.98
CYCLE 20 CARL MOYER GRANT AMOUNT AVAILABLE FOR PROJECTS	\$ 175,000.00
TOTAL CARL MOYER FISCAL YEAR 2017-2018 FUNDS	\$ 386,599.53

FUNDS EXPENDED

1) MIKE GONZALEZ TRACTOR REPLACEMENT	\$ 16,542.44
2) DEFOREST RANCH TRACTOR REPLACEMENT PROJECT	\$ 35,000.00
3) LASSEN COLLEGE TRACTOR REPLACEMENT PROJECT	\$ 35,000.00
TOTAL FUNDS USED	\$ 86,542.44

APPROVED PROJECTS

1) FRANK KIMP TRACTOR REPLACEMENT	\$ 55,746.70
TOTAL APPROVED PROJECTS	\$ 55,746.70

PROPOSED PROJECTS

1) TRIANGLE "F" RANCH TRACTOR REPLACEMENT	\$ 35,000.00
2) GEORGE FARMS TRACTOR REPLACEMENT	\$ 35,000.00
3) PAT OIL/WINDROWER REPLACEMENT	\$ 35,000.00
4) STEVE BRICKER TRACTOR REPLACEMENT	\$ 35,000.00
5) C.W. JOHNSON & ASSOCIATES	\$ 35,000.00
6) RICHARD LEWIS	\$ 28,834.56
TOTAL PROPOSED PROJECTS	\$ 203,834.56

TOTAL CYCLE 18 RAP FUNDS THAT MUST BE EXPENDED BY 4/30/20	\$ 32,971.98
TOTAL CYCLE 19 FUNDS THAT MUST BE EXPENDED BY 6/30/20	\$ 178,627.55
TOTAL CYCLE 20 FUNDS THAT MUST BE EXPENDED BY 6/30/21	\$ 175,000.00
LESS TOTAL APPROVED AND EXPENDED PROJECTS	\$ 142,289.14

**REMAINING BALANCE WITH APPROVED AND FUNDED PROJECTS** **\$ 244,310.39**

TOTAL CARL MOYER FISCAL YEAR 2018-2019 FUNDS	\$ 386,599.53
LESS TOAL FUNDS USED	\$ 86,542.44
LESS TOTAL APPROVED PROJECTS	\$ 55,746.70
LESS TOTAL PROPOSED PROJECTS	\$ 203,834.56

**REMAINING BALANCE WITH APPROVED AND PROPOSED PROJECTS** **\$ 40,475.83**



**RESOLUTION NO. 18-07**

**A RESOLUTION BY THE BOARD OF DIRECTORS FOR THE LASSEN COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING CARL MOYER GRANT AGREEMENT 18-20-CMP-06 WITH RICHARD LEWIS.**

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 Grant Agreement 18-20-CMP-06 with Richard Lewis;

The foregoing resolution was approved and adopted by the following vote of the Board on August 14, 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Chris Gallagher, Chairman  
Lassen County Air Pollution Control District

ATTEST:

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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 **Richard Lewis** (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 (NO<sub>x</sub>), 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	NO <sub>x</sub> 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 engine(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, 2018**. 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 1<sup>st</sup>, 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 1<sup>st</sup>** 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:

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

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:

<b>To District</b>	<b>To Participant</b>
Lassen County APCD 720 South Street Susanville, CA 96130 Phone: (530) 257-1041 Fax: (530) 257-1057	Richard Lewis PO Box 11 Bieber, CA 96009 Phone: (530) 261-1126

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%	500 Hours

#### Existing Vehicle Information

Make: International Harvester	Model: Farmall MD	Model Year: 1951	GVWR:
Vehicle Identification Number: FDBK254281	Fleet Identification Number:	License Plate:	Odometer:

#### Existing Engine Information

Make: International Harvester	Model: 4.1 L	Model Yr: 1951	Serial Number: N/A	HP: 44	Hour Meter: N/A
Fuel Type: Diesel					

#### New or Replacement Vehicle Information

Make: John Deere	Model: 5055 E	Model Year: 2018	GVWR:
Vehicle Identification Number:	Fleet Identification Number:	License Plate:	Odometer:

#### New Engine or Retrofit System Information

Make: John Deere	Model: Powertech 2.9L	Model Yr: 2018	Serial Number: TBD	HP: 55	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
John Deere 5055 E		1500	.07	\$23.33	\$28,834.56
<b>Total</b>					

\* 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.