



Serving Sutter and Yuba Counties

Feather River Air Quality Management District

Policies and Procedures Manual

Carl Moyer Memorial Air Quality Standards Attainment Program

(Carl Moyer Program)

Guidelines Year 2017

**Released on:
January 8, 2019**

I. Background

The Carl Moyer Program was established in 1998, as a grant program to fund the incremental cost of cleaner-than-required heavy-duty engines. Originally targeted to reducing oxides of nitrogen (NOx) emissions, the program now includes reduction of particulate matter (PM) emissions and reduction of reactive organic gases (ROG). Legislative modifications enacted in 2004 expanded the program to include projects that reduce emissions from agricultural sources, light-duty vehicles, and on-road fleet modernization eligible for Carl Moyer Program funding. These legislative modifications also created a new incentive program aimed at previously unregulated agricultural sources, the Agricultural Assistance Program. Legislation was passed in 2013 to extend the Carl Moyer Program until 2024.

The Carl Moyer Program is implemented as a partnership between the California Air Resources Board (CARB) and local air districts (districts). CARB provides overall administration and guidance for the program, with funding and implementation of projects conducted by the districts. The approved Carl Moyer Program Guidelines, adopted by CARB in June 2017, provide the minimum requirements under which the Carl Moyer Program is administered by CARB and the districts. The Carl Moyer Program Guidelines are based on requirements specified in the state Health and Safety Code, Chapter 9. The Guidelines are updated, when necessary, to reflect significant additions or changes to the program. In addition, CARB staff issues Technical Advisories to provide further clarification on specific areas, and to reflect changes in regulations. This version of the Policy and Procedures manual is based on the CARB's 2017 Guidelines.

The Carl Moyer Program Guidelines require that each participating district establish Policies and Procedures to administer the Carl Moyer Program. This document contains Policies and Procedures intended to provide an explanation of district policies with regard to local implementation of the Carl Moyer Program. It also contains procedures for the Feather River Air Quality Management District (District) day-to-day operation of the Program in order to meet the requirements of the Health and Safety Code, Carl Moyer Program Guidelines, CARB Technical Advisories, and district policies and procedures. The District's policies and procedures do not replace the Carl Moyer Program Guidelines, but are intended to provide direction and procedures for the District's implementation of the Carl Moyer Program. The appendices to these policies and procedures include samples of pertinent documents, forms, and specific district policies as referenced in this document. District staff should reference the Carl Moyer Program Guidelines for detailed descriptions of CARB's Carl Moyer Program procedures and requirements.

This policy and procedure manual is in no way intended to conflict with state law - in the event of such a conflict state law should be followed in all cases.

II. Program Timeline

CARB has established a consistent timeline for each year's funding and reporting cycle. This timeline allows for award, obligation and expenditure of state funds to meet state fiscal requirements. State fiscal policy requires one year for CARB to encumber funds and four years for the local district to liquidate those funds.

The timeline for each year of funds is as follows:

By End of November: CARB sends application packet to air districts.

By End of January: Air districts apply to CARB for funds.

By End of April: CARB notifies districts of final awards.

By End of May: Air districts return signed grant agreements.

August 31: Districts' yearly report due to CARB.

June 30 of Following Year: Target date for contracts to be executed.

June 30 of Second Year: Deadline for districts to receive fund disbursements; target date for funds to be expended.

June 30 of Fourth Year: Deadline for districts to liquidate funds.

The FRAQMD's implementation timeline to meet the CARB's required deadlines for applying for local funding, and obligation and expenditure of those funds is as follows:

FRAQMD's Timeline

	2018	2019	2020
JAN			Year 22 Project Solicitation, Selection, Pre-Inspection, and Contract Execution
FEB	Year 20 Board Resolution	Year 21 Board Resolution	
MAR	Year 20 Solicitation Ends	Year 21 Solicitation Ends March 11	
APR	Year 20 Projects Selected	Year 21 Projects Selected	
MAY	Year 20 Pre Inspections	Year 21 Pre-Inspections & Contracts Executed Upon Receiving Funding from CARB	
JUNE	Year 18 Expended Year 19 Contracted Year 16 Liquidated	Year 19 Expended Year 18 Contracted Year 17 Liquidated	Year 20 Expended Year 21 Contracted Year 18 Liquidated
JULY			
AUG	Annual Report Due	Annual Report Due	Annual Report Due
SEPT			
OCT			
NOV			
DEC	Year 21 Solicitation Begins	Year 22 Solicitation Begins	Year 23 Solicitation Begins

III. ARB Carl Moyer Program Award Process

The CARB determines the tentative awards for each year in accordance with the formula identified in Health & Safety Code section 44299.2(a). The formula provides a minimum allocation of \$200,000 to participating districts. With the exception of the South Coast Air Quality Management District, awards that exceed the minimum allocation of \$200,000 are calculated based on district population, severity of the air quality problems and the historical funding awards under the Carl Moyer Program.

The CARB solicits district applications for the local programs by sending solicitation packets to the APCO at each district in November. The application packet must be completed and submitted by the posted deadline, which is 60 days from the date of the solicitation. The application packet must include the completed application with original signature, documentation for the match commitment, Board resolution, an implementation plan for obligating the grant award, and documentation of obligation and expenditure of previous grant awards. Detailed requirements for each of these items are included in the Carl Moyer Program Guidelines, in the Program Administration section 3.

The designated District Moyer staff shall prepare the package to apply to the CARB for Carl Moyer Program funding. The designated District Moyer staff shall prepare the resolution and associated memorandums for governing board approval of participation in the Carl Moyer Program each year. The APCO shall approve the application before submission to CARB.

CARB determines the final awards for each district. These awards are incorporated into a Grant Award and Authorization form, which specifies the amount of the award for projects, and outreach funding. Two original copies are sent to the district. The APCO will sign both copies and return to CARB. CARB will sign both copies and mail one to the District to keep on file. The end of May of each year is the deadline to accept a grant award. As required in the grant award, the district meets all application stipulations in order to accept an award. From June 30 following the full execution of the agreement, the district has 12 months to obligate funds, 24 months to expend the grant award, and 4 years to liquidate funds. Any funds not liquidated within 4 years must be returned to CARB (Health and Safety Code sections 44287(k) and 44299.2(c)). The District designated Moyer staff should coordinate with the District administrative staff to prepare a letter to explain the remaining unexpended funds and request a check from the District in the amount of the remaining funds; and remit this check to CARB.

Following execution of the Grant Award and Authorization, the District must submit a Grant Disbursement Request to CARB to obtain funding. The District may request an initial disbursement up to 10% of its allocation or \$200,000, whichever is greater, and all of the administrative funds. The District has the option to request additional project funds to be included in the initial disbursement if it can meet and demonstrate all the criteria in the 2017 Guidelines Program Administration section E.2. Any Carl Moyer Program funds provided by the State of California that are deposited in interest bearing accounts must be reported to CARB. The interest income must be used to fund projects that meet the current Carl Moyer Program Guidelines or returned to CARB. Interest shall be reported to CARB in Yearly Reports using the format provided by CARB.

The District designated Moyer staff should process the grant disbursement request according to CARB's timeframe. The District administrative staff should track the funds and record earned interest.

The fund tracking documentation should be kept in fiscal files for at least 10 years after the funds are expended.

The Carl Moyer Rural Assistance Program is a program that was put into place to expend grant awards that air districts are unable to obligate. The California Air Pollution Control Officers Association (CAPCOA) receives applications and selects the projects. The FRAQMD implements the program post-project selection in the same manner as the standard Moyer funds post project selection.

IV. Match Funding

Districts participating in the Carl Moyer Program who request more than the minimum allocation of \$200,000 are required to provide 15% in match funding for state Carl Moyer Program funding awarded by CARB. If necessary, the District Moyer staff should propose to allocate AB 923 funds, AB 2766, or off-site mitigation funds for Moyer matching funds. The District administrative staff will track these funds in the same level of detail as other Moyer program funds. The fund tracking documentation will be kept in fiscal files for at least 10 years after funds are expended. The District Moyer staff will track match funds projects using the CARB CARL database.

V. Administration and Outreach Funds

CARB sets aside up to 12.5 percent of the total Carl Moyer Program annual funding for District administration and outreach to implement the Program and are based on the annual allocation of project funds. Administrative funds may be used for direct costs associated with the tasks outlined in the Program Administration section of the Carl Moyer Program Guidelines, and must be documented by district staff. The District administrative staff will document these expenditures and keep these files for at least 5 years after the funds are received from the CARB. These expenditures are tracked using District staff timesheets, copies of invoices for Program outreach/mailings, and documentation for direct expenses such as postage. At this time, the District does not document indirect costs such as office space or telephone services in Administration Funds since the Board adopted hourly rate is billed to the Carl Moyer Program.

VI. Project Solicitation

The Carl Moyer Program allows districts discretion in how projects are solicited. This district has elected to employ a requests for proposals process. Upon receipt of notice of Program funding and availability from CARB, the District issues a Request for Proposals and sets a deadline for applications to be considered for that round of funding.

Districts are not required to fund all eligible categories, and may target specific categories. Currently, the FRAQMD funds the following categories:

1. Off-road agricultural equipment repower or retrofit
2. Stationary and portable agricultural irrigation pump repower or retrofit
3. Agricultural irrigation pump electrification
4. Off-road equipment and portable equipment replacement
5. School bus replacements, repowers, or conversions

The District has an approved Off-Road Equipment Replacement Program and began soliciting projects for Moyer Year 11. The Program and Dealer Agreement are included as Appendices H and I.

The District may also fund school bus projects using Carl Moyer Program funding or other funding using the 2017 Carl Moyer Guidelines. The District does not require dealerships to sign an MOU, however they must meet the minimum requirements in the 2017 Guidelines. The school bus replacement projects shall use the dismantlers that have signed the Salvage Yard Agreement which was initially developed for the ORERP. The contracts for school bus projects are included in Appendix D. The inspection forms are included in Appendix E. The reimbursement procedures, inspections, monitoring and enforcement, and contract development shall follow the same procedures as identified for other project types.

The District Board must approve the Carl Moyer Program structure and funding, and any delegation of authority to the APCO via formal resolution. The District Board grants authorization to the APCO to accept funding and to approve projects as long as they meet the cost effectiveness as stated in the Carl Moyer Memorial Air Quality Standards Attainment Program Guidelines.

All applications must include a disclosure statement, identifying if the applicant has applied to other entities for funding and identification of the potential funding source(s). In addition, the applicant must complete the regulatory compliance statement. Sample application forms are included in Appendix A, B, and C.

The District has a commitment to outreach to all sectors and small businesses. This is accomplished through public workshops and meetings, one-on-one meetings, newspaper publication of funding availability, district mailing lists, and through the district website. The District maintains documentation of outreach efforts. This documentation is kept in the central Carl Moyer Program files maintained by the District Moyer staff, so that it is available for reporting and for any potential audit.

VII. Project Selection

In accordance with Health & Safety Code section 44288(a), the district must review all applications for completeness upon receipt and notifies the applicants in writing within 30 days of application receipt if the application is not complete. The District Moyer staff will keep a hardcopy of this notice in each project file.

All projects must meet the minimum requirements as stated in the Carl Moyer Program Guidelines and CARB Technical Advisories. All complete projects shall be entered into the online Clean Air Reporting Log (CARL) maintained by CARB.

Below is the District Project Selection Procedure for regular Program funds and match Program funds:

1. The Moyer staff issues a Request for Proposals (RFP), conducts workshops to solicit applications, and sets a start and end date to accept applications.
2. The District receives project applications until the specified end date. Each application will receive a date stamp.

3. The Moyer staff reviews the project application for its completeness. If the application is incomplete, the District Moyer staff sends a notice of such to the applicant within 30 days. The applicant may submit additional material to complete an application prior to the end date of the RFP.
4. All applications shall be assigned a project number.
5. After the end of the RFP, the district shall assign each complete application a number for use in the random number generator.
6. The complete applications shall be entered into a random number generator by district staff, with tier 0 Equipment Replacement projects given priority over tier 1 projects. Tier 1 Equipment Replacement projects shall be entered into the random number generator after all tier 0 Equipment Replacement projects have been selected.
7. The project selected by the random number generator will be reviewed for eligibility and then entered into CARL to determine cost-effectiveness and the amount of eligible funding by Moyer staff. Ineligible applications will not be funded.
8. The Moyer staff presents eligible applications to APCO for approval.
9. If funding is still available, another random number shall be drawn and steps 6 through 8 shall be repeated until all funding is allocated.
10. The Moyer staff shall send all project applicants a letter. Projects selected for funding will be notified of their tentative award amounts. If funding was not available for the project, the applicants will receive a letter stating such and that the District will retain the application in case additional funding becomes available, until the next year's program begins.

VIII. Obligation of Funds to Projects

Once final selection of applications to receive awards has been completed and approved by the APCO, obligation of funds can take place. Funds will not be obligated by the District until funds are received from the CARB. Funds are obligated when there is a fully-executed Grant Agreement. The District shall make every effort to obligate state funds one year from June 30 of the year the district receives its initial Grant Award and Authorization Form.

IX. Contract Development

CARB requires that all Carl Moyer Program project contracts contain the following provisions: party names and date; contact information for sending notices; contract term, including project completion and projection implementation/life; payment provisions, including maximum contract amount, the requirement for itemized invoices, funding disclosure and noncompliance terms, where grantees certify that they have disclosed all other public funds they may have applied for or received for a project and prohibits grantees from applying for or receiving other public funds for the same project; Carl Moyer Program compliance requirements; requirement for maintenance of engine/vehicle; project specifications and performance expectations, repercussions for nonperformance; on-site inspections; records retention, reporting and auditing; maintenance requirement; and signature blocks for both parties. For projects for which submit hour meter readings as outlined in the Carl Moyer Guidelines, minimum annual usage is not required to be specified in the contract. Historical usage data must be submitted for at least 24 consecutive months and may include the following:

1. Hour meter reading log collected at minimum of once per year from an installed and fully functioning hour meter, Or

2. One item from the following list:
 - a. Revenue and usage records that identify operational, standby, and down hours for the equipment.
 - b. Employee timesheets linked to specific equipment use.
 - c. Preventative maintenance records tied to specific hours of equipment use.
 - d. Repair work orders specific to the equipment.
 - e. Other documentation as approved by the district and CARB.

The contract, or Grant Agreement, also contains a statement that the grantee will certify compliance with all applicable federal, state, and local regulations and will maintain compliance for the full contract term. The contract for repower projects contains a statement that the installation of the engine must be completed in a way as to not void the engine warranty. The contracts specify that projects funded by the Program must be included when defining fleet size and must not be used to generate credits or compliance extensions and regulatory compliance determinations. A sample of the District's contract is included as Appendix D. The District shall follow the following contracting process:

1. After applicant accepts tentative award, the District staff performs a pre-inspection of engine/equipment.
2. After successful completion of the pre-inspection, the District shall mail two copies of contract to applicant. Applicant shall return signed contracts to District within 30 days.
3. Contracts will then be forwarded to APCO for signature.
4. One fully executed contract will be mailed to applicant and the other shall be retained by District.

X. Payment of Projects (Expenditure)

Once the following have been completed the Moyer staff shall submit the Moyer Check Request Form (Appendix G) along with the W-9 to the administrative staff:

1. Project Grant Agreement is fully executed; and
2. The District staff conducts necessary inspections (as described section XI below) and is satisfied with the inspection results; and
3. The Moyer staff receives an itemized invoice; and
4. The Moyer staff receives compliance certification (if applicable); and
5. The Moyer staff receives a W-9 from the applicant;

The Moyer staff shall evaluate each itemized invoice prior to requesting check to evaluate for eligible expenses. Administrative staff shall attach a copy of the W-9 to the check request and keep another copy in the applicable W-9 folder for that calendar year. The Moyer staff should make a copy of the check request and retain it in the project file. The grantee shall pick up the check or the District shall mail the check. If the grantee picks up the check, they complete a FRAQMD Moyer Check Receipt form which is retained in the project file.

XI. Project Inspections

Pre- and post-inspections must be completed for all funded projects. The exception to the required inspections is for public fleets.

Pre-Inspection

The pre-inspection process includes, at a minimum, recording the serial number of the baseline engine and equipment (if applicable), and verifying the information in the application about the baseline engine/equipment (make, model, model year, horsepower). The pre-inspection shall also verify the engine/equipment is operational (with a start up) and that the engine/equipment is working as described in the application (document function and use). "Operational" means that the engine must start and the equipment be able to perform its intended purpose. The pre-inspection shall also record the project usage (hours or miles). Photos shall be taken and a copy placed in the project file and stored in Data/Photographs/Moyer/ in the appropriate Year File and Project File. The District regularly performs a back-up of all data stored on the Peer server drive and the back-up is kept in the District's safe deposit box (offsite). The photos will be printed and placed in the project file and must include the applicant's name, date the photos were taken, and the serial number of the engine. A pre-monitoring form shall be used to document the pre-inspection. This form is included in Appendix E to this Policy and Procedures Manual.

The pre-inspection is performed by the Moyer staff prior to contract signing.

Post-Inspection

In the case of public fleets of more than 20 vehicles, the district inspects a random, statistically-significant number of vehicles. For all other project types, the District conducts a post-inspection for each project. The post-inspection verifies that the engine/equipment listed in the contract was purchased and/or installed. Information to be recorded includes serial number, make, model, model year, hour meter reading, and horsepower. For off-road repower and retrofit projects, the post-inspection will verify that the engine is operational in the equipment or vehicle as stated in the contract. "Operational" means that the engine must start and be able to perform its intended purpose. Inspecting district staff shall visually witness all engines start-up and mobile projects operating as intended. For submersible stationary agricultural electric motors, the applicant may take a photograph of the new motor plate prior to installing and the District will conduct the post-inspection when the motor is installed and operational. For Equipment Replacement projects, the post-inspection will occur at the dealership and start up is not required.

Vehicle/engine information shall be documented with photos. The post-inspection photos shall be stored in the same manner as done with pre-inspection photos. An inspection form shall be used to document the post inspection. This form is included in Appendix E to this Policy and Procedures Manual. Pre and post inspection forms shall be retained in the project file.

After the Post-Inspection, Equipment Replacement projects will have the Dealership and Participant sign the New Equipment Release Form (Appendix L)

Salvage Inspection

The salvage inspection shall verify that the baseline engine/equipment is destroyed or otherwise rendered inoperable. The District allows Participants to destroy the engine/equipment themselves or take them to an approved salvage yard except for school bus projects which must be dismantled at an approved Salvage Yard. If the Participant destroys the engine/equipment themselves, the District staff must inspect the destroyed engine/equipment and take photographs to document the

destruction. If an approved salvage yard is used, the salvage yard will take photographs of the destruction and complete the Salvage Certification Form (Appendix K) and submit both to the District.

The preferred method of destruction for most repower projects is both:

- A hole in the engine block with a diameter of at least three inches at the narrowest point. The hole must be irregularly shaped (no symmetrical squares or circles) and
- A section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects the hole.

The preferred method of destruction for replacement projects depends on the structure of the equipment:

- Equipment with permanent frame rails running the length of the equipment: complete cuts of both frame rails between the front and rear axles.
- Equipment with removable/bolt-on frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unrepairable.
- Equipment without frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unrepairable.
- Articulated equipment: damage, cuts or otherwise, to the articulation joints of front and rear halves of the equipment so that neither half can be joined.

An inspection form shall be used to document the salvage inspection when performed by the District staff. The form is included in Appendix E to this Policy and Procedures Manual. Salvage inspection forms, Salvage Certification Forms, and photographs of the destroyed equipment/engines shall be stored in the project file.

XII. Project Audits

The District audits at least five percent of projects or 30 active projects (whichever is less). In addition, District audits include all of the projects whose owners fail to report annually. The District audit should be conducted by the District Moyer staff or other staff as assigned by the APCO. The Moyer staff should contact the grantees via certified mail for notification. The selected grantee shall contact the District Moyer staff within 15 days of notification to schedule an audit.

The audit includes verification that the engines/equipment are still operational in the same equipment and meet the mileage, fuel usage, or hours of operation indicated on the executed contract. This is completed by checking the serial number of the engine; witnessing the engine operate; and checking the odometer, hour meter/usage device, fuel receipts, or electronic monitoring unit (EMU).

If any audited project is more than 30 percent below an annual average of the level of use outlined in the executed contract, the district will take appropriate action to ensure the emissions benefits are realized and captured during the term of the contract. Appropriate action includes extending the project life on the contract (if not backed up against any regulatory deadlines), using the formula on the contract (section 2.8) to return the funding to the District, or granting a waiver in accordance with section BB(4)(E) of the Carl Moyer Guidelines Program Administration Chapter. To be considered for a waiver, the grantee must submit a written request and acceptable documentation. The types of acceptable documentation includes: documentation from appropriate government agencies regarding surface water deliveries and fallow land, relevant logs regarding the amount of groundwater pumped

in lieu of surface water deliveries, agricultural pump engine registration or permit information, records that show that idled vehicles or equipment are still owned by the grantee, relevant information from CARB's Diesel Off-Road On-Line Reporting System, or other pertinent records as approved by the District and CARB on a case-by-case basis. The APCO has the discretion to consider circumstances leading to the failure to fulfill the minimum performance requirements.

XIII. Reporting

Project Awardees Annual Reporting

All project awardees are required via contract term to submit an annual report for the project. Requirements and format of these reports are included in the boilerplate contract language. A sample of the annual report is included as Appendix F. The Moyer staff keeps a record in the form of a spreadsheet stored on the database of all current Moyer projects that is used to generate the annual reports. The reports are reviewed for completeness, accuracy, and usage by Moyer staff upon receipt by the District. Once the annual report has been reviewed and approved, it is recorded in the spreadsheet. If an annual report is not complete and/or not approved, this is noted in the project file and Moyer staff shall make reasonable efforts to obtain the necessary information. If usage is more than 30 percent above or below that identified in the project application, the grantee shall describe any conditions that significantly impacted project usage. In instances where annual usage is significantly lower than the contracted level due to unforeseen circumstances beyond the control of the engine owner, the owner may request a waiver from the district per section BB(4)(E) of the Carl Moyer Guidelines Program Administration Chapter. The District's findings will be documented in writing, signed by the Air Pollution Control Officer, be included in the project file, and mentioned in the "comments" field in the CARL database.

District Annual Reporting to CARB

The District is required to report to CARB on the status of the Carl Moyer Program annually. The report is due to the CARB around the end of August. The District reports its progress contracting and expending regular Carl Moyer Program funds, match funds, interest earned, and other information requested by CARB.

The Yearly Report will utilize the information from the CARL online database including: project type; emission reductions; number of projects funded, including match fund projects and projects funded with earned interest; amount of interest accrued on State Moyer funds. A certification document signed by the District APCO, Administrative Services Officer, and Moyer staff accompanies the Yearly Report that indicates the project and financial data submitted is complete, accurate, and the district's responsibility, and that there are no known instances of fraud.

XIV. Fiscal Practices and Procedures

Coordination Between Fiscal and Program Staff

The District Moyer staff and Fiscal staff shall hold meetings periodically to reconcile Moyer projects entered into the CARL online Database, Moyer staff records, and allocated funds in the auditor's monthly financials. These meetings are to be held as staff deems necessary, as well as prior to submittal of Annual Reports to ensure accurate reporting to CARB. Each Year of Moyer funding is

tracked separately and each project is tracked for amount of funding, date of obligation, amount of expenditure, and date of expenditure.

Earned Interest

The District deposits Moyer funds into a restricted account that accrues interest. The interest is tracked using the Fiscal Year Method. Interest is received on the account quarterly. Interest earned on Moyer project funds is spent on Moyer projects according to the current Guidelines. Interest received on previous Year Moyer funds during a fiscal year is carried into the future Year project funding total.

Interest earned on Moyer admin funds is used for the administration of the Moyer Program as described in section V. Administration & Outreach Funds.

XV. Project File Set-Up and Maintenance

The District maintains documentation of solicitation and project selection by fiscal year, as well as program project and fiscal files. All documents have hardcopies kept in the main Moyer file by the Moyer staff. Documents should include, but are not limited to, copies of public notice, workshop information, website information, etc.

XVI. Project completion

For Projects that have successfully completed their obligations in the Program, the District may send a notice of such to the Participant. The Participant should maintain their records for an additional three years.

XVII. Coordination with CARB

CARB has assigned a staff liaison for each district. The liaison assigned to this district (on November 15, 2011) is:

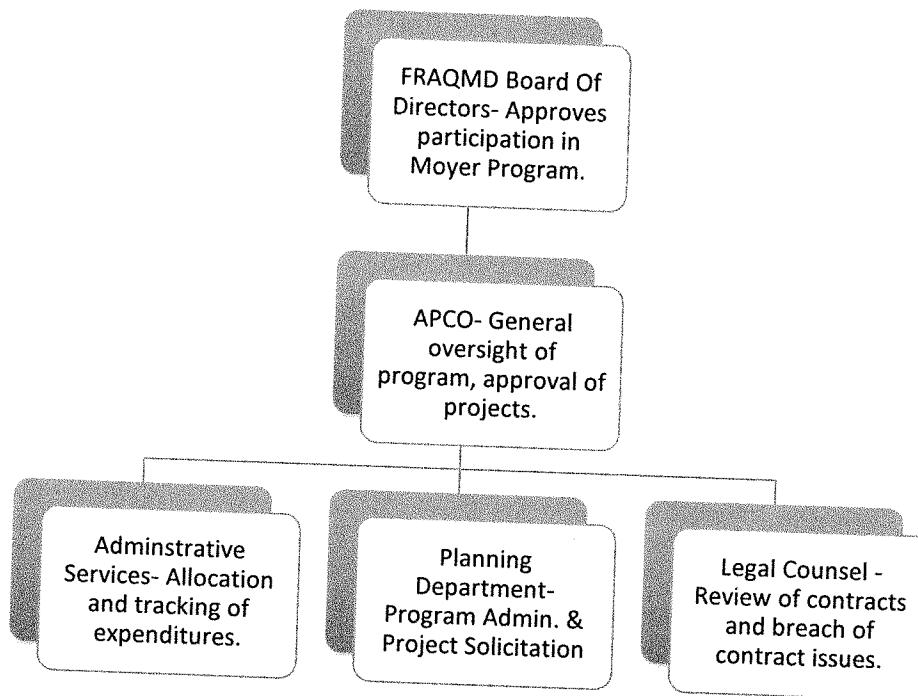
Ms. Sibyl Britton
Mobile Source Control Division
On-Road Control Regulations Branch
California Air Resources Board
1001 "I" Street
P.O. Box 2815
Sacramento, CA 95812

Phone number: (916) 327-0555
E-mail address: sbritton@arb.ca.gov

The District staff shall document any correspondence with CARB staff regarding CARB interpretations, clarification, guidance or possible deviations from the Carl Moyer Program Guidelines. All documentation shall be kept in the Carl Moyer project file and should be retained for at least additional three years after the last year of the District's participation of this program.

FRAQMD Moyer Organization Chart

The primary District staff contact for coordination with CARB shall be the Moyer staff. Other District staff are assigned various duties in regards to the Moyer Program as indicated in the following organizational chart.



Additional District staff may perform inspections or other tasks as assigned by the APCO.

The CARB holds Carl Moyer Program Incentive Program Implementation (IPI) team meetings once a quarter, or as needed. These meetings give the district the opportunity to be involved in the formation of Technical Advisories and guideline modifications, to keep informed about other local district Carl Moyer Program activities, and to be informed on related CARB activities. The District Moyer staff shall participate IPI meetings. The District administrative staff shall participate the IPI meeting at least once when the Carl Moyer Program Guidelines are updated and should participate the IPI meetings when necessary.

CARB has developed a centralized database for all Moyer projects called the Clean Air Reporting Log (CARL). All districts are required to use this database. CARB has provided training to district staff in the use of the database.

XVIII. Step by Step Program Implementation

The District will follow the following procedure to implement the Carl Moyer Program:

1. The Moyer staff issues a Request for Proposals (RFP).
Staff selects projects as described in section VII Project Selection.
2. APCO approves individual projects for funding.

3. The Moyer staff notifies the project applicants by sending a letter to the applicant stating whether the application has been selected for funding and includes the tentative award amount. The applicant is requested to respond to the letter within a period of time to schedule a pre-inspection.
4. The Moyer staff or other assigned staff perform the pre-inspection.
5. The Moyer staff prepares the Contract.
6. The Contracts are mailed to applicant. The applicant is requested to return Contracts signed within a period of time, typically 30 calendar days.
7. The APCO reviews and signs the Contract. The administrative staff mails one fully executed Contract to the applicant. The District retains the second Contract.
8. The administrative staff allocates the funds.
9. The Moyer staff designates the project as obligated in CARL.
10. The Moyer staff or other assigned staff perform the post-inspection and salvage inspections.
11. The Moyer staff reviews the itemized invoice, verifies a W-9 is on file, verifies compliance checks (if applicable) and requests a check from the administrative staff.
12. The Moyer staff designates the project as expended in the CARL database.
13. The Moyer staff conducts project monitoring for remainder of project life of grant agreement.

XIX. CARB Oversight

As part of their oversight responsibilities, CARB staff performs desk reviews of district CMP, on-site monitoring and audits. Audit of a district's program may involve other state agencies, such as the Department of Finance and State Bureau of Audits. Audits may be fiscal, programmatic, or both. The District Moyer staff should coordinate with the administrative staff for the CARB audit in terms of setting up schedule and preparing required documentation.

XX. Grant Programs Utilizing the Carl Moyer Guidelines

The District administers several grant programs that may utilize all or part of the Carl Moyer Guidelines. These include the AB 923 portion of the Blue Sky Program, the Community Air Protection Grants funded by AB 134, and the FARMER Program.

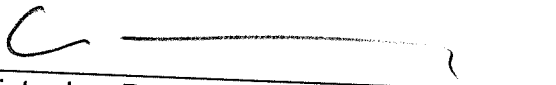
The AB 923 portion of the Blue Sky Program may utilize the Carl Moyer Guidelines. The District Board of Directors has directed the funds towards cleaner school buses. School bus replacement projects may use the Carl Moyer Guidelines to determine eligibility and cost-effectiveness. These projects will apply and be awarded based on the Blue Sky Request for Proposals rather than the Carl Moyer Request for Proposals. Once the projects have been awarded by the District Board of Directors, the District will administer them in accordance with these Policy and Procedures Guidelines including inspections, contract requirements, fiscal tracking, and grantee annual reporting. The photographs and program files will be kept in the Blue Sky folders. Projects used as match for the Carl Moyer Program shall be entered into the CARL database and will be subject to auditing and state reporting requirements as well.

The Community Air Protection Grants may utilize the Carl Moyer Guidelines in accordance with the Community Air Protection Funds Supplement to the Carl Moyer Program 2017 Guidelines¹. The grant awards shall be based on eligibility for the Carl Moyer Program and community feedback received from disadvantaged and low-income communities. Post project selection, the projects will be implemented in accordance with this Policy and Procedures Manual including inspections, contract requirements, fiscal tracking, and grantee annual reporting. Projects will be reported to the CARB through the CARL database.

The District has established a separate F.A.R.M.E.R. Program Policy and Procedures Manual. The F.A.R.M.E.R. Program relies on the Carl Moyer 2017 Guidelines to evaluate eligible projects and cost-effectiveness. The F.A.R.M.E.R. Program uses a separate spreadsheet to calculate cost-effectiveness and report to CARB. The F.A.R.M.E.R. Program does not use the CARL database.

XXI. APCO Approval

This version of the Feather River Air Quality Management District's Policy and Procedures Manual for the Carl Moyer Memorial Air Quality Standards Attainment Program is approved by:



Christopher D. Brown, AICP
Air Pollution Control Officer

1/9/19
Date

¹ https://www.arb.ca.gov/msprog/cap/docs/cmp_final_cap_supplement.pdf

Appendices

- A. Application Portable and Stationary Agricultural Sources
- B. Application Off-Road Repower/Retrofit
- C. Application Off-Road Equipment Replacement
- D. Grant Agreement template
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- E. Pre Inspection and Post Inspection Forms
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 - E-2 ORERP Salvage Inspection Form
 - E-3 Pre and Post Inspection Form for ORERP
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PORTABLE AND STATIONARY AGRICULTURAL SOURCES INSTRUCTIONS AND ELIGIBILITY CRITERIA

Instructions

Please print clearly or type all information on the application (pages 3-8) and submit to:
Feather River Air Quality Management District
541 Washington Avenue
Yuba City, CA 95991

Applications will be accepted from January 10, 2019, to March 11, 2019. March 11 at 5:00 pm will be the deadline to submit any Applications or information missing from previously submitted but incomplete Applications. Please note that Applications received less than 10 business days prior to March 11, 2019, may not be reviewed for completeness before the deadline. Interested applicants are encouraged to submit Applications early to have the greatest opportunity to be reviewed and have time to correct any errors or omissions. The 2017 Carl Moyer Program Guidelines are available on the District's website www.fraqmd.org or at: <http://www.arb.ca.gov/msprog/moyer/guidelines/current.htm>. Please note that additional information may be requested from the applicant in order to process this application.

General Eligibility Criteria

To be eligible for funding, projects must meet the criteria described in the 2017 Carl Moyer Program Guidelines, the FARMER Program Guidelines, and all current Carl Moyer Program Advisories. These criteria include but are not limited to the following:

- Emission reductions must not be required by any federal, state or local regulation, memorandum of agreement/understanding with a regulatory agency, settlement agreement, mitigation requirement, or other legal mandate.
- Projects must meet a cost-effectiveness established by the District and calculated in accordance with the cost-effectiveness methodology in the 2017 Carl Moyer Guidelines. All state funds plus any other funds under a district's budget authority or fiduciary control contributed toward a project must be included in the cost-effectiveness calculation.
- No emission reductions generated shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity.
- No project funded shall be used for credit under any federal or state emission averaging banking and trading program.
- Funded projects must have at least 75 percent of their total activity for the project life in California.
- Emission reduction technologies must be certified/verified by the ARB and must comply with durability and warranty requirements.

Portable and Stationary Agricultural Sources Eligibility Criteria

- Existing engines must be greater than 25 horsepower (19 kilowatts)
- New engine/motor repower projects must be within 150 percent of the horsepower of the existing engine.
- The owner must be in compliance with the Stationary Diesel Engine ATCM and diesel engines must be registered with the FRAQMD in order to apply.

Funding opportunities may be impacted by the compliance dates of an ATCM. Contact district staff or consult fleet rule Moyer implementation charts at <http://www.arb.ca.gov/msprog/moyer/guidelines/supplemental-docs.htm>.

Additional criteria may be found in the 2017 Carl Moyer Program Guidelines, Chapter 5: Off-Road Equipment and Chapter 10: Infrastructure

PORTABLE & STATIONARY AGRICULTURAL SOURCES APPLICATION

Complete each section. If the question does not apply (for example: asking for a fax number but you do not have a fax number) mark the answer as "n/a" for not applicable. This application is to be used for incentive funds for stationary/portable engine repowers. Applicant acknowledges that award is conditional upon approval of the District and must meet the minimum eligibility criteria.

PLEASE INCLUDE THE FOLLOWING ATTACHMENTS TO THIS APPLICATION:

- o Required: Proof of Liability Insurance
- o Required: Itemized quote for new engine/retrofit
- o Required: Executive order for new engine/retrofit
- o Optional: 24 months of complete historical usage
- o If Applicable: Co-funding Information (if applicable)
- o Other: _____

Applicant (Organization/Company/Individual Name):		
Business Type:		
Street/Mailing Address:		
City:	State:	Zip Code:
Contact Name:		
Phone: ()	Fax: ()	
E-mail:		
Person with contract signing authority:		
How would you prefer to receive the Application Completeness Notification:		
<input type="checkbox"/> Email		<input type="checkbox"/> Mail

Disclosure Statement:

By signing below and submitting this application, I hereby certify under penalty of perjury that the information in the application and attachments is accurate and true.

Printed Name of Applicant:	Title:
Signature of Applicant:	Date:

Funding Disclosure:

<p>Have any engines listed in this application applied for or have been awarded Carl Moyer Program funding, or any other incentive funding?</p> <ul style="list-style-type: none"> <input type="radio"/> Yes – Applied to FRAQMD Carl Moyer Program <input type="radio"/> Yes – Applied to other Carl Moyer Program <input type="radio"/> Yes – Applied to other grant program <input type="radio"/> No
<p>If "Yes," complete the following for each engine:</p>
<p>Agency applied to:</p>
<p>Date and/or number of Agency Solicitation:</p>
<p>Was the project awarded funding::</p>
<p>Engine serial number:</p>
<p>Amount of funding awarded and/or received:</p>
<p>Please list any other financial incentive, including tax credits or deductions, grants, or other public financial assistance for the engine:</p>

An applicant who is found to have applied for or received incentive funds from another entity or program for the same project without disclosing that information shall be disqualified from funding for that project from all sources within the control of an air district or CARB. The air district or CARB may also seek penalties for such non-disclosure.

Third Party Certification:

Complete this section only if someone completed the application, in whole or in part, on behalf of the applicant.

Print name of third party:	Title:
Signature of third party:	Date:
Amount paid to third party:	Source of funding to third party:

Regulatory Compliance Statement

Completion of this Statement is a mandatory prerequisite to participation in the Carl Moyer Program and the FARMER Program. Failure to accurately complete this Statement will result in the applicant's disqualification.

As an applicant/participant, I declare that (check only one):

1. _____(Company Name) Is in compliance with, and will remain in compliance with, and does not have any outstanding or unresolved Notices of Violation (NOV) or Notices to Comply or any unpaid settlements for alleged violations of any federal, state, and local air quality regulations including, but not limited to, the following:

- In-Use Off-Road Diesel Vehicle Regulation
- Stationary Engine Airborne Toxic Control Measures
- Any Other Diesel Air Toxic Control Measures
- Statewide Truck and Bus Regulation
- Portable Diesel Airborne Toxic Control Measure
- Local District Regulations

Or,

2. _____(Company Name) Is not in compliance with, or cannot remain in compliance with, or does have an outstanding or unresolved Notices of Violation (NOV) or Notices to Comply or any unpaid settlements for alleged violations of any federal, state, and local air quality regulation.

A declaration must be attached to this document describing in detail the non-compliance or NOV, explaining the reason for the non-compliance or NOV and declaring the reasons why the applicant/participant believes their application should be considered.

I certify under penalty of perjury that the information provided is accurate.

Authorized Signature: _____ Date: _____

Authorized Representative's Name (Print): _____

Authorized Representative's Title: _____

Legal Owner's Name: _____

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Physical Address: _____

Phone: (_____) _____

Email: _____

Fact sheets and additional information on the Regulations are available at <http://www.arb.ca.gov/permits/permits.htm> or by calling ARB's diesel hotline at 866-6DIESEL (866-634-3735). To obtain this document in an alternative format or languages please contact (866) 634-3735.

PORTABLE & STATIONARY AGRICULTURAL SOURCES APPLICATION
Please Print or Type All Information

A. Project Information	
1. Engine's Primary Location:	
2. Has this engine operated within a low-income community or disadvantaged community as designated by the State of California during the previous 2 years? If yes, please identify which ones by listing addresses or census tracts.	
<p>Note: Maps of low-income communities and disadvantaged communities are available at https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm. Operation within such communities will not affect grant program eligibility – the data is used for reporting purposes only.</p>	
3. Project Life: <ul style="list-style-type: none"> <input type="radio"/> Maximum (see Note below) <input type="radio"/> Other: _____ 	4. Funding Requested: <ul style="list-style-type: none"> <input type="radio"/> Maximum (see Note below) <input type="radio"/> Other: _____
5. Percent Operation In California:	
6. Counties in which the Equipment Operates and percent operation in each:	
7. Please Select the Project Type: <ul style="list-style-type: none"> <input type="radio"/> Repower a diesel agricultural irrigation pump engine with a diesel engine <input type="radio"/> Repower a diesel agricultural irrigation pump engine with an electric motor <input type="radio"/> Repower a diesel agricultural irrigation pump engine with a SI engine <input type="radio"/> Repower a SI engine with a current model year SI engine or electric motor <input type="radio"/> Retrofit a diesel agricultural irrigation pump engine <input type="radio"/> New electric motor purchase 	

Notes:

- The maximum project life for agricultural use engine projects is as follows:
 - o New Diesel and spark-ignited engines 7 years
 - o New Electric motors 10 years
 - o Portable farm equipment 10 years
- Maximum Percent Funding:

Project Type	Maximum
Repower with Diesel Engine	85 percent
Repower with Certified SI Engine	85 percent
Repower with Electric Motor	85 percent
Electric motor new purchase	20 percent
Retrofit	100 percent

PORTABLE & STATIONARY AGRICULTURAL SOURCES APPLICATION
Please Print or Type All Information

B. Information About Existing Engine to be Repowered or Retrofitted		
1. Engine Type: <input type="checkbox"/> Compression Ignition <input type="checkbox"/> Spark Ignition		
2. Primary Fuel: <input type="checkbox"/> Diesel <input type="checkbox"/> Gasoline <input type="checkbox"/> Other: _____		
3. Engine Manufacturer:		
4. Engine Model:	5. Engine Series:	6. Year of Manufacture:
7. Manufacturer's Maximum Rated Brake Horsepower Rating:	8. Serial Number:	
9. Primary Function of Engine (e.g., irrigation pump):		
10. Estimated Annual Hours of Operation (Hr/Year):		
11. FRAQMD Registration Number:		
12. United State Environmental Protection Agency or Air Resources Board Standardized Engine Family Name and Tier:		

C. Information About New Reduced-Emission Engine or Electric Motor		
1. Will New Motor Be Submersible?		
2. Manufacturer:		
3. Model:	4. Serial Number (if known):	
5. United State Environmental Protection Agency Standardized Engine Family Name and Engine Tier:		
6. Manufacturer's Maximum Rated Brake Horsepower Rating:	7. Year of Manufacture:	
8. Primary Fuel: <input type="checkbox"/> Diesel <input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Other, specify fuel:		
9. Estimated Total Annual Hours of Operation:	10. Estimated Operating Load:	
11. Primary Function of Engine (e.g., irrigation pump):		
12. Is there any seasonality to the use of the engine? <u>YES/NO</u> If Yes, please explain:		
13. If an electric motor, does it require a variable frequency device?		

PORTABLE & STATIONARY AGRICULTURAL SOURCES APPLICATION
Please Print or Type All Information

D. Information About the Installer		
1. Engine/Motor Installer:		
2. Street Address:		
City	State:	Zip Code:
3. Contact Name:		
Phone: ()	Fax: ()	

E. Information About the Engine Retrofit (if applicable)		
1. Retrofit Manufacturer:		
2. Retrofit Executive Order Number:		
3. Percent Reduction:		
4. Verification Level:		
5. Retrofit Installer:		
6. Installer Street Address:		
City:	State:	Zip Code:
7. Installer Contact Name:		
Phone: ()	Fax: ()	
8. Retrofit Kit Number:		
9. Description of Retrofit Technology:		
10. Month and Year of Manufacturer:		
11. Cost of Retrofit:		
12. Cost of Installation:		

OFF-ROAD REPOWER/RETROFIT INSTRUCTIONS AND ELIGIBILITY CRITERIA

Instructions

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541 Washington Avenue
Yuba City, CA 95991

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General Eligibility Criteria

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- Emission reductions obtained must not be required by any federal, state or local regulation, memorandum of agreement/understanding with a regulatory agency, settlement agreement, mitigation requirement, or other legal mandate.
- Projects must meet a cost-effectiveness established by the District and calculated in accordance with the cost-effectiveness methodology in the 2017 Guidelines. All state funds plus any other funds under a district's budget authority or fiduciary control contributed toward a project must be included in the cost-effectiveness calculation.
- No emission reductions generated shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity.
- No project funded shall be used for credit under any federal or state emission averaging banking and trading program.
- Funded projects must have at least 75 percent of their total activity for the project life in California.
- Emission reduction technologies must be certified/verified by the CARB and must comply with durability and warranty requirements.

Off Road Equipment Eligibility Criteria

- Existing engines must be greater than 25 horsepower (19 kilowatts). If actual engine hp cannot be determined, hp can be estimated by the following:
$$\text{Engine hp} = \text{Power Take Off} \times 120 \text{ percent}$$
- New engine/motor repower projects must be within 150 percent of the horsepower of the existing engine.
- The owner must be in compliance with federal, state, and local regulations. Use the table below to determine if existing engine is eligible for funding.
- The only forklifts eligible for funding under this application are Class 7 diesel forklifts.
- For fleets subject to the Off-Road Regulation, applicants must submit DOORS ID, EIN, and results of fleet calculator. See 2017 Guidelines Chapter 5 section (E)

Summary of Off Road Equipment Funding Opportunities

Equipment Type	Subject to CARB Fleet Rule?	Moyer Funding Opportunities ¹
Mobile agricultural equipment	No	Engine repowers and retrofits.
Cargo handling equipment at ports/ intermodal rail yards	Cargo Handling Equipment Regulation ²	Limited opportunities.
All other equipment (e.g. construction, mining, rental, airport ground support and other industries)	Off-Road Regulation ³	Small fleets: Opportunities exist through Dec. 31, 2025, after which fleet must show 100% compliance with the regulation. Medium fleets: Opportunities exist through Dec. 31, 2019, after which fleet must show 100% compliance with the regulation. Large fleets: Not eligible after Dec. 31, 2016.
Portable diesel engines	Portable Diesel ATCM ⁴	Limited opportunities exist ahead of the fleet average requirements.

1. Limited opportunities means a fleet's compliance status with the CARB regulation must be determined. Contact air district Moyer Program staff or consult fleet rule Carl Moyer Implementation Charts at: <http://www.arb.ca.gov/msprog/moyer/guidelines/current.htm>.
2. Regulation for Mobile Cargo Handling Equipment at Ports and Intermodal Rail Yards: <http://www.arb.ca.gov/ports/cargo/cargo.htm>
3. Regulation for In-Use Off-Road Diesel Vehicles <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.
4. Regulation for Portable engine ATCM: <http://www.arb.ca.gov/diesel/peatcm/peatcm.htm>.

Additional criteria may be found in the 2017 Carl Moyer Program Guidelines, Chapter 5 Off-Road Equipment

OFF-ROAD REPOWER AND RETROFIT APPLICATION

This application is to be used for incentive funds for repower and retrofit of off-road compression-ignition equipment. Additional information may be requested during the review process if needed. Applicant acknowledges that award is conditional upon approval of the District and must meet the minimum eligibility criteria.

REQUIRED ATTACHMENTS TO APPLICATION

Check each applicable box below to indicate inclusion.

- Required: Proof of Liability Insurance
- Required: Itemized quote for new engine/retrofit
- Required: Executive order for new engine/retrofit
- Optional: 24 months of complete historical usage
- If Applicable: Co-funding information
- Other _____

Applicant (Organization/Company/Individual Name):		
Business Type:		
Street/Mailing Address:		
City:	State:	Zip Code:
Contact Name:		
Phone: ()	Fax: ()	
E-mail:		
Person with contract signing authority (if different than above):		
How would you prefer to receive the Application Completeness Notification:		
<input type="checkbox"/> Email		<input type="checkbox"/> Mail

Disclosure Statement:

By signing below and submitting this application, I hereby certify under penalty of perjury that the information in the application and attachments is accurate and true.

Printed Name of Applicant:	Title:
Signature of Applicant:	Date:

OFF-ROAD REPOWER AND RETROFIT APPLICATION

Funding Disclosure:

<p>Have any engines listed in this application applied for or have been awarded Carl Moyer Program funding, or any other incentive funding?</p> <ul style="list-style-type: none"> <input type="radio"/> Yes – Applied to FRAQMD Carl Moyer Program <input type="radio"/> Yes – Applied to other Carl Moyer Program <input type="radio"/> Yes – Applied to other grant program <input type="radio"/> No
<p>If “Yes,” complete the following for each engine:</p>
<p>Agency applied to:</p>
<p>Date and/or number of Agency Solicitation:</p>
<p>Was the project awarded funding::</p>
<p>Engine serial number:</p>
<p>Amount of funding awarded and/or received:</p>
<p>Please list any other financial incentive, including tax credits or deductions, grants, or other public financial assistance for the engine:</p>

An applicant who is found to have applied for or received incentive funds from another entity or program for the same project without disclosing that information shall be disqualified from funding for that project from all sources within the control of an air district or CARB. The airdistrict or CARB may also seek penalties for such non-disclosure.

Third Party Certification

I have completed the application, in whole or in part, on behalf of the applicant.

<p>Print name of third party:</p>	<p>Title:</p>
<p>Signature of third party:</p>	<p>Date:</p>
<p>Amount paid to third party:</p>	<p>Source of funding to third party:</p>

Regulatory Compliance Statement

Completion of this Statement is a mandatory prerequisite to participation in the Carl Moyer Program and FARMER Program. Failure to accurately complete this Statement will result in the applicant's disqualification.

As an applicant/participant, I declare that (check only one):

1. _____ (Company Name) Is in compliance with, and will remain in compliance with, and does not have any outstanding or unresolved Notices of Violation (NOV) or Notices to Comply or any unpaid settlements for alleged violations of any federal, state, and local air quality regulations including, but not limited to, the following:

- In-Use Off-Road Diesel Vehicle Regulation
- Stationary Engine Airborne Toxic Control Measures
- Any Other Diesel Air Toxic Control Measures
- Statewide Truck and Bus Regulation
- Portable Diesel Airborne Toxic Control Measure
- Local District Regulations

Or,

2. _____ (Company Name) Is not in compliance with, or cannot remain in compliance with, or does have an outstanding or unresolved Notices of Violation (NOV) or Notices to Comply or any unpaid settlements for alleged violations of any federal, state, and local air quality regulation.

A declaration must be attached to this document describing in detail the non-compliance or NOV, explaining the reason for the non-compliance or NOV and declaring the reasons why the applicant/participant believes their application should be considered.

I certify under penalty of perjury that the information provided is accurate.

Authorized Signature: _____ Date: _____

Authorized Representative's Name (Print): _____

Authorized Representative's Title: _____

Legal Owner's Name: _____

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Physical Address: _____

Phone: (_____) _____

Email: _____

Fact sheets and additional information on the Regulations are available at <http://www.arb.ca.gov/permits/permits.htm> or by calling ARB's diesel hotline at 866-6DIESEL (866-634-3735). To obtain this document in an alternative format or languages please contact (866) 634-3735.

OFF-ROAD REPOWER AND RETROFIT APPLICATION
Please Print or Type All Information

A. Project Information	
1. Please Select the Project Type: <ul style="list-style-type: none"> <input type="radio"/> Repower of existing equipment <input type="radio"/> Retrofit purchase <input type="radio"/> Repower + retrofit 	
2. Project Life: <ul style="list-style-type: none"> <input type="radio"/> Maximum Eligible <ul style="list-style-type: none"> <input type="radio"/> Repower only (no retrofit) = 7 years <input type="radio"/> Repower + retrofit = 5 years <input type="radio"/> Retrofit = 5 years <input type="radio"/> Farm Equipment = 10 years <input type="radio"/> Other: _____ 	3. Funding Requested: <ul style="list-style-type: none"> <input type="radio"/> Maximum (see Note below) <input type="radio"/> Other: _____ Maximum Funding Levels: New Tier 4 engine or electric motor = 85% Retrofit = 100%
4. Percent Operation In California:	
5. Counties in which the Equipment Operates and percent operation in each:	
6. Has this equipment operated within a low-income community or disadvantaged community as designed by the State of California during the previous 2 years? If yes, please identify which ones by listing addresses or census tracts.	
<p>Note: Maps of low-income communities and disadvantaged communities are available at https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm. Operation within such communities will not affect grant program eligibility – the data is used for reporting purposes only.</p>	
7. Equipment Primary Vocation: <ul style="list-style-type: none"> <input type="radio"/> Agricultural <input type="radio"/> Construction <input type="radio"/> Mining <input type="radio"/> Government <input type="radio"/> Other _____ 	

B. Information About Equipment	
1. Equipment type/function:	
2. Equipment Make:	
3. Equipment Model:	
4. Equipment Serial Number:	
5. Equipment Model Year:	6. Number of engines on equipment:

OFF-ROAD REPOWER AND RETROFIT APPLICATION
Please Print or Type All Information

C. Information About Existing Engine to be Repowered or Retrofitted	
1. Engine Manufacturer:	
2. Engine Model:	3. Engine Serial Number:
4. Manufacturer's Maximum Rated Brake Horsepower Rating:	5. Engine Model Year:
6. Fuel Type:	
7. Estimated Annual Hours of Operation (Hr/Year):	
8. United State Environmental Protection Agency or Air Resources Board Standardized Engine Family Name and Tier (if applicable):	

D. Information About New Engine (If Applicable)	
1. Engine Manufacturer:	
2. Engine Model:	3. Engine Serial Number:
4. Manufacturer's Maximum Rated Brake Horsepower Rating:	5. Engine Model Year:
6. Fuel Type:	
7. Indicate certified engine United State Environmental Protection Agency or Air Resources Board Standardized Engine Family Name and Tier:	

E. Information About the Installer		
1. Engine Installer:		
2. Street Address:		
City	State:	Zip Code:
3. Contact Name:		
Phone: ()	Fax: ()	

F. Information About the Retrofit (If Applicable)	
1. CARB-verified Retrofit Device Manufacturer:	
2. Retrofit Device Make:	
3. Retrofit Device Model:	
4. Retrofit Device CARB Executive Order Number:	
5. Retrofit Device Serial Number (<i>if available</i>):	
6. CARB – Verified PM Reduction (%):	
7. CARB – Verified NOx Reduction (%):	
8a. Cost of Retrofit:	b. Cost of Retrofit Installation(<i>optional</i>):
9. Cost of Retrofit Maintenance for Project Life (<i>optional</i>):	

OFF-ROAD EQUIPMENT REPLACEMENT INSTRUCTIONS AND ELIGIBILITY CRITERIA

Instructions

Please print clearly or type all information on the Application and submit along with items on the Applicant Checklist to:

Feather River Air Quality Management District
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Yuba City, CA 95991

Applications will be accepted beginning January 10, 2019, until March 11, 2019. March 11 at 5:00 pm will be the deadline to submit any Applications or information missing from previously submitted but incomplete Applications. Please note that Applications received less than 10 business days prior to March 11, 2019, may not be reviewed for completeness before the deadline. Interested applicants are encouraged to submit Applications early to have the greatest opportunity to be reviewed and have time to correct any errors or omissions.

Submit one application per person/business/entity. Information to assist you in completing this Application is available in the 2017 Carl Moyer Program Guidelines, available on the District's website www.fraqmd.org or: <http://www.arb.ca.gov/msprog/moyer/guidelines/current.htm>. Please note that additional information may be requested from the applicant in order to process this application.

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- Emission reductions obtained must not be required by any federal, state or local regulation, memorandum of agreement/understanding with a regulatory agency, settlement agreement, mitigation requirement, or other legal mandate.
- Projects must meet a cost-effectiveness established by the District and calculated in accordance with the cost-effectiveness methodology in the 2017 Guidelines.
- No emission reductions generated shall be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity.
- No project funded shall be used for credit under any federal or state emission averaging banking and trading program.
- Funded projects must have at least 75 percent of their total activity for the project life in California.
- Emission reduction technologies must be certified/verified by the ARB for sale in California and must comply with durability and warranty requirements.

Off Road Equipment Eligibility Criteria

- Existing engines must be greater than 25 horsepower (19 kilowatts). If actual engine hp cannot be determined, hp can be estimated by the following:
$$\text{Engine hp} = \text{Power Take Off} \times 120 \text{ percent}$$
- New engine must be within 125 percent of the horsepower of the existing engine.
- The owner and equipment must be in compliance with federal, state, and local regulations. Use the tables below to determine if existing equipment is eligible for funding.
- For fleets subject to the Off-Road Regulation, applicants must submit DOORS ID, EIN, and results of fleet calculator.

Summary of Off-Road CI Equipment Replacement Funding Opportunities

Equipment Type	Subject to ARB Fleet Rule?	Moyer Funding Opportunities ¹
Mobile agricultural equipment	No	Not limited by regulation.
Cargo handling equipment at ports/ intermodal rail yards	Cargo Handling Equipment Regulation ²	Limited opportunities.
All other equipment (e.g. construction, mining, rental, airport ground support and other industries)	Off-Road Regulation ³	Small fleets: Opportunities exist through Dec. 31, 2025, after which fleet must show 100% compliance with the regulation. Medium fleets: Opportunities exist through Dec. 31, 2019, after which fleet must show 100% compliance with the regulation.

- Limited opportunities means a fleet's compliance status with the ARB regulation must be determined. Contact air district staff or consult fleet rule Carl Moyer Implementation Charts at: <http://www.arb.ca.gov/msprog/moyer/guidelines/supplemental-docs.htm> in addition to the Guidelines.
- Regulation for Mobile Cargo Handling Equipment at Ports and Intermodal Rail Yards: <http://www.arb.ca.gov/ports/cargo/cargo.htm>
- Regulation for In-Use Off-Road Diesel Vehicles <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Summary of Off-Road LSI Equipment Funding Opportunities

Equipment Type	Subject to ARB Fleet Rule?	Moyer Funding Opportunities ¹
Forklifts, sweeper/ scrubbers, industrial tow tractors, airport ground support equipment (GSE)	LSI Fleet Rule ²	Small fleets: Not limited by regulation. Large/Medium fleets: Funding opportunities are limited.
Agricultural crop preparation services (forklifts only)	LSI Fleet Rule	Pre-1990 MY forklifts: Not limited by regulation. 1990 and later MY forklifts: Funding opportunities are limited.
All other equipment (e.g. aerial lifts, construction, mining, other industrial)	No	Not limited by regulation.

- Limited opportunities means a fleet's compliance status with the ARB regulation must be determined. Contact air district staff or consult fleet rule Carl Moyer Implementation Charts at: <http://www.arb.ca.gov/msprog/moyer/guidelines/supplemental-docs.htm> in addition to the Guidelines.
- Regulation for Off-Road Large Spark-Ignition Engines <http://www.arb.ca.gov/regact/2010/offroadlsi10/offroadlsi10.htm>

Additional criteria may be found in the 2017 Guidelines, Chapter 5 Off-Road Equipment

List of new off road equipment dealers currently under agreement to participate in the
Year 21 Off-Road Equipment Replacement Program

Dealership	Address	City	Contact	Phone*	Email
Beeler Tractor Co	887 Onstott Road	Yuba City	Mike Dihel	673-3555	craigprosales@live.com
Bianchi Ag Services	1210 Richvale Hwy	Richvale	Luck Wilson	882-4575	lwilson@bianchiagservices.com
Bianchi Ag Services	851 North Tehama Street	Willows	Jonathan Murphy	330-7090	jmurphy@bianchiagservices.com
Chico Farm and Orchard	9 Three Sevens Lane	Chico	Tom Dixon	893-9060	chicofarm@gmail.com
COE Orchard Equipment	3453 Riviera Road	Live Oak	Stacie Mackay	695-5121	Stacie.mackay@coeshakers.com
Garton Tractor	275 Co Road 98	Woodland	Chris Arend	615-2828	carend@gartontractor.com
Holt Ag Solutions	95 W Kentucky Ave	Woodland	Rob Cram	666-1944	
Holt of California	7310 Pacific Avenue	Pleasant Grove	Eric Williamson	916-921-8817	
Holt of California	2950 Colusa Hwy	Yuba City	Terry Zerkovich	218-0767	tzerkovich@holtca.com
Industrial Power Products	355 East Park Drive	Chico	Rob Rice	893-0584	rrice@ipp-power.com
N & S Tractor	3056 Colusa Hwy	Yuba City	Bryan Ehresman	923-7675	behresman@nstractor.com
Pape Machinery	2850 El Centro Road	Sacramento	Rich Isett	916-922-7181	risett@papemachinery.com
Valley Truck and Tractor	2100 State Hwy 20	Colusa	Michael Herrick	458-4923	
Valley Truck and Tractor	1549 Colusa Hwy	Yuba City	Garth, Ryan, or Travis	673-4615	ghenderson@vtco.net ; roneal@vtco.net ; tbaker@vtco.net
Valley Truck and Tractor	17698 Hwy 113	Robbins	Michael Cardoza	738-4421	mcardoza@vtco.net
Valley Truck and Tractor	1751 Hwy 99	Gridley		846-3677	
Wilkinson International	1207 E. Kentucky Avenue	Woodland	Aaron Lampman	662-7373	aaron@wilkinsoninternational.com

* Area code is (530) unless noted

Carl Moyer Memorial Air Standards Attainment Program

**OFF-ROAD EQUIPMENT REPLACEMENT
APPLICATION PACKAGE CHECKLIST**

- 1) Completed Application
- 2) Evidence that the business is covered by liability insurance
- 3) Two years of usage data is provided by either:
 PREFERRED Hour meter readings in table on page 4 of this Application; or
Or
 24 months of documentation showing usage of equipment are attached
- 4) Proof of Existing Equipment Ownership, Operation, and Residency in CA
 PREFERRED Bill of sale for existing equipment
Or
If no Bill of Sale, provide the following for previous two years:
 Tax depreciation logs listing the equipment
 Property tax records listing the equipment
 Equipment insurance records
 Bank appraisal for equipment
 Maintenance/service records
 General ledgers
 Other:
- 5) Documentation to Show Equipment Was Operational For Previous Year (**submit 1**):
 Revenue and usage records with operational, standby, and down hours for equipment
Or
 Routine inspections which document the operating condition of the existing equipment (OSHA or workplace required)
Or
 Employee time sheets linked to equipment usage
Or
 Preventive maintenance records tied to specific usage hours for equipment
Or
 Repair work orders specific to equipment
- 6) Replacement Engine ARB Certification (Executive Order) **From Dealer**
- 7) Replacement Equipment Price Quote & Spec Sheet **From Dealer**
- 8) Replacement Engine & Drive Train Warranty Documents **From Dealer**

OFF-ROAD EQUIPMENT REPLACEMENT APPLICATION

Complete each section. If the question does not apply (for example: asking for a fax number but you do not have a fax number) mark the answer as "n/a" for not applicable. This application is to be used for incentive funds for off-road equipment replacement. Applicant acknowledges that award is conditional upon approval of the District and must meet the minimum eligibility criteria.

1. Applicant (Organization/Company/Individual Name):		
2. Business Type:		
3. Mailing Address:		
City:	State:	Zip Code:
4. Contact Name:		
5. Phone: ()		6. Fax: ()
7. E-mail:		
8. Person with contract signing authority:		
9. How would you like to receive an Application Completeness Notification? (Note that the District has up to 30 days to review the Application and provide an Application Completeness Notification)		<input type="checkbox"/> Mailing Address
		<input type="checkbox"/> Email Address

Disclosure Statement:

By signing below and submitting this application, I hereby certify under penalty of perjury that the information in the application and attachments is accurate and true.

Printed Name of Applicant:	Title:
Signature of Applicant:	Date:

Funding Disclosure:

<p>Have any engines or equipment listed in this application applied for Carl Moyer Program funding, or any other incentive funding?</p> <ul style="list-style-type: none"> <input type="radio"/> Yes – Applied to FRAQMD Carl Moyer Program <input type="radio"/> Yes - Applied to other Carl Moyer Program <input type="radio"/> Yes – Applied to other program <input type="radio"/> No
<p>If “Yes,” complete the following for each piece of equipment:</p>
<p>Agency applied to:</p>
<p>Date and/or number of Agency Solicitation:</p>
<p>Was the equipment awarded funding::</p>
<p>Equipment or engine serial number:</p>
<p>Amount of funding awarded and/or received:</p>
<p>Please list any other financial incentive applied for or received, including tax credits or deductions, grants, or other public financial assistance for the equipment:</p>

An applicant who is found to have applied for or received incentive funds from another entity or program for the same project without disclosing that information shall be disqualified from funding for that project from all sources within the control of an air district or CARB. The air district or CARB may also seek penalties for such non-disclosure.

Third Party Certification

Complete this section only if someone completed the application, in whole or in part, on behalf of the applicant.

Print name of third party:	Title:
Signature of third party:	Date:
Amount paid to third party:	Source of funding to third party:

Regulatory Compliance Statement

Completion of this Statement is a mandatory prerequisite to participation in the Carl Moyer Program and the FARMER Program. Failure to accurately complete this Statement will result in the applicant's disqualification.

As an applicant/participant, I declare that (check only one):

1. _____ (Company Name) Is in compliance with, and will remain in compliance with, and does not have any outstanding or unresolved Notices of Violation (NOV) or Notices to Comply or any unpaid settlements for alleged violations of any federal, state, and local air quality regulations including, but not limited to, the following:

- In-Use Off-Road Diesel Vehicle Regulation
- Stationary Engine Airborne Toxic Control Measures
- Any Other Diesel Air Toxic Control Measures
- Statewide Truck and Bus Regulation
- Portable Diesel Airborne Toxic Control Measure
- Local District Regulations

Or,

2. _____ (Company Name) Is not in compliance with, or cannot remain in compliance with, or does have an outstanding or unresolved Notices of Violation (NOV) or Notices to Comply or any unpaid settlements for alleged violations of any federal, state, and local air quality regulation.

A declaration must be attached to this document describing in detail the non-compliance or NOV, explaining the reason for the non-compliance or NOV and declaring the reasons why the applicant/participant believes their application should be considered.

I certify under penalty of perjury that the information provided is accurate.

Authorized Signature: _____ Date: _____

Authorized Representative's Name (Print): _____

Authorized Representative's Title: _____

Legal Owner's Name: _____

Company Name: _____

Mailing Address: _____

City, State, Zip: _____

Physical Address: _____

Phone: (_____) _____

Email: _____

Fact sheets and additional information on the Regulations are available at <http://www.arb.ca.gov/permits/permits.htm> or by calling ARB's diesel hotline at 866-6DIESEL (866-634-3735). To obtain this document in an alternative format or languages please contact (866) 634-3735.

A. Project Information	
1. Project Life: <input type="radio"/> Maximum Eligible (see Note below) <input type="radio"/> Other: _____	2. Funding Requested: <input type="radio"/> Maximum (see Note below) <input type="radio"/> Other: _____
3. Percent of the year that equipment operates in California (0-100%):	
4. Name of the counties in which the equipment operates and percent operation in each:	
5. Please Select the Project Type(s): <input type="radio"/> Replacement of agricultural off road equipment <input type="radio"/> Replacement of other off road equipment <input type="radio"/> Replacement of portable equipment	
6. The two years of usage requirement is fulfilled by either: <input type="radio"/> Hour meter readings listed in table below; or <input type="radio"/> Equipment does not have a working hour meter and 24 months of documentation showing usage is attached to this application.	
Hour Meter Reading	Date of Reading
2015	
2016	
2017	
2018	

- **Maximum Project Life:**
 The maximum project life for all off-road CI equipment replacement projects is five years with the following exceptions:
 1. The maximum project life for excavators, skid steer loaders, and rough terrain forklifts (as defined in Appendix B: Definitions) is three years.
 2. The maximum project life for crawler tractors, off-highway tractors, rubber tired dozers, and workover rigs (as defined in Appendix B: Definitions) is seven years.
 3. The maximum project life for all off-road non-farm LSI equipment replacement projects is three years.
 4. The maximum project life for replacement of an LSI forklift with a zero emission forklift is ten years. See Chapter 9 section (C)(1)(C)(4) for c/e calculations for this type of replacement.
 5. The maximum project life for off-road farm equipment is ten years. Air districts must offer a 10 year project life for farm equipment; however, applicants may request a project life less than 10 years.

- **Maximum Percent Funding:**

Project Type	Maximum
New or Used Equipment Purchase	65 percent of total equipment purchase costs
Retrofit	100 percent

Please note that the maximum amount of funding for a new or used equipment purchase is \$150,000.

B. Existing Equipment Information		
1. Equipment Type/Function:		
2. Equipment Make:		
3. Equipment Model:		
4. Equipment Model Year:		
5. Equipment Serial Number:		
6. Equipment Identification Number (<i>unique number designated by the applicant</i>):		
7. Number of Main Engines on this Equipment:		
8. Primary Equipment Location:		
Street:		
City:	State:	Zip:
9. Engine Family:		
10. Engine Make:		
11. Engine Model:		
12. Engine Model Year:		
13. Engine Horsepower:		
14. Engine Serial Number:		
15. Engine Fuel Type:		
16. Does the applicant rent/lease forklift to others (<i>if applicable, for Large Spark Ignition only</i>)?		
17. Forklift Class (<i>if applicable, for Large Spark Ignition only</i>):		
18. Has this equipment operated within a low-income community or disadvantaged community as designed by the State of California during the previous 2 years? If yes, please identify which ones by listing addresses or census tracts.		
<p>Note: Maps of low-income communities and disadvantaged communities are available at https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm. Operation within such communities will not affect grant program eligibility – the data is used for reporting purposes only.</p>		

C. Method of Destruction of Baseline Equipment

Select either A or B:

- A - Existing equipment will be delivered to an approved salvage yard within 30 days of receipt of new equipment.
- B - Existing equipment will be destroyed at a site other than an approved salvage yard within 30 days of receipt of new equipment and inspected by FRAQMD staff. Select appropriate method based on equipment type:
 - Equipment with permanent frame rails running the length of the equipment: complete cuts of both frame rails between the front and rear axles, or
 - Equipment with removable/bolt-on frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unreparable, or
 - Equipment without frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unreparable, or
 - Articulated equipment: damage, cuts or otherwise, to the articulation joints of front and rear halves of the equipment so that neither half can be joined.
 - And all engines shall be destroyed by a hole in the engine block with a diameter of at least three inches at the narrowest point. The hole must be irregularly shaped (i.e. no symmetrical squares or circles) and a section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects the hole.

D. New Equipment Information

1. Projected Date of Purchase & Delivery of New Equipment :	
2. New Equipment Make:	
3. New Equipment Model:	4. New Equipment Model Year:
5. New Equipment Serial Number:	
6. Number of Main Engines on this Equipment:	
7. New Engine Family:	
8. New Engine Make:	
9. New Engine Model:	10. New Engine Model Year:
11. New Engine Serial Number:	
12. New Engine Horsepower:	13. New Engine Tier:

MOYER AGREEMENT NO. 2019-xx

FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT CARL MOYER HEAVY-DUTY LOW EMISSION INCENTIVE PROGRAM AGREEMENT

This Agreement (Agreement) is between the Feather River Air Quality Management District (District), a public agency of the State of California, and xx (Participant).

1.0 Recitals

- 1.1 The District is in nonattainment of the state air quality standards for ozone and particulate matter and is impacted by the effects of toxic air contaminants, including diesel particulate matter and other pollutants from mobile sources.
- 1.2 The District Board of Directors approved Resolution No. 2019-xx 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 The District Board of Directors approved authorizing the Air Pollution Control Officer (APCO) to execute agreements and make minor modifications to the Program for the purpose of maintaining consistency with the state Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program).
- 1.4 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.
- 1.5 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.
- 1.6 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 §44229(b).
- 1.7 The Participant has read and agreed to all requirements of the Program application and the current Carl Moyer Program Guidelines which are hereby incorporated into this Agreement.
- 1.8 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 Yuba and Sutter counties.

2.0 Terms and Conditions

2.1 Definitions

- 2.1.1 "Applicable emission standards" are defined as the emission standards for oxides of nitrogen (NO_x), 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, table 5-3 contained in the Off-Road CI chapter of the 2008 Carl Moyer Program Guidelines shall apply.
- 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 "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.
- 2.1.5 "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.
- 2.1.6 "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.
- 2.1.7 "Repower" is defined as the process in which an old engine is replaced with a new engine.
- 2.1.8 "Retrofit" is defined as the installation of a device designed to reduce emissions from an engine.
- 2.1.9 "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 Complete project within 180 days of execution of this Agreement. Project completion is the time frame starting with the date of execution of the Agreement to the date the project post-inspection confirms that the project has become operational. This includes the time period when an engine, equipment, or vehicle is ordered, delivered, and installed. 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.
- 2.2.2 Ensure that a functioning hour meter is installed on the equipment described in Exhibit A for the life of the project. An operational odometer, hour meter, or other District-approved usage measuring device must be installed on all projects and maintained for continuous operation. Should the device fail, Participant agrees to continue to record usage of the equipment and to immediately replace the defective device.
- 2.2.3 Operate the equipment described in Exhibit A in Yuba or Sutter counties during the term of this agreement in accordance with the requirements in Exhibit B. Minimum project timeframe will be 3 years unless otherwise approved by CARB. 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 Yuba or Sutter counties. Cooperate with District and CARB in implementation, monitoring, and enforcement to assure the emissions benefits are real, quantifiable, surplus, and enforceable.
- 2.2.4 Submit an annual report commencing no more than 18 months after project completion and annually thereafter until end of project implementation period. The District will mail annual report to participant and participant shall return completed report by March 31 of each year. Failure to comply with reporting requirements shall result in on-site monitoring and/or inspections. The District may request additional performance documentation at its discretion.

2.3 Payment

- 2.3.1 The District will reimburse the Participant up to \$xx towards the cost of the vehicle(s) or equipment identified in Exhibit A. The maximum contract amount shall not exceed the maximum funding level corresponding to the program cost-effectiveness limit, nor may the maximum contract amount exceed the project incremental cost. The maximum contract amount must also comply with any funding caps and other criteria for the specific project category as identified in the current Carl Moyer Program Guidelines and the District's Policy and Procedures Manual.
- 2.3.2 All payments made under this Agreement are subject to the provisions and limitations of the California 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 California 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 and verification that the new equipment is operational. The Project must meet milestones such as engine delivery and installation, post-inspection, and acceptance prior to payment issuance.
- 2.3.4 Payments made under this Agreement are subject to taxation and an IRS Form 1099 will be issued to the Participant. Participant shall be required to provide an IRS form W-9 prior to the issuance of any payment under this Agreement. Funds may be withheld by the County of Yuba or Sutter as required by law for payment of tax liabilities and/or other court-ordered payments.
- 2.3.5 Itemized invoices from engine supplier or paid invoices from vehicle owner for new vehicles must be received by District prior to payment issuance. Payments will be made directly to project applicant if invoice was paid by applicant and will serve as reimbursement. Payments to dealer will be specified in contract.
- 2.3.6 If the final invoice amount is lower than the estimate, the District shall reduce the amount in section 2.3.1 in accordance with the Carl Moyer Guidelines.
- 2.3.7 The District shall confirm that the existing vehicle/equipment/engine, as identified in Exhibit A, has been destroyed prior to issuing payment.

2.4 General Program Requirements

- 2.4.1 The Participant warrants that, throughout the term of the agreement, the vehicle(s)/equipment/engine(s) covered under this Agreement shall meet all eligibility requirements described in the Program application and the current Carl Moyer Program Guidelines.
- 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, except federal programs to reduce greenhouse gas emissions or funding provided by the Alternative and Renewable Fuel and Vehicle Technology Program to reduce greenhouse gases. These funds must be disclosed to the District. 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.

Participant certifies that they have disclosed all funding sources applied for or received for the equipment listed in Exhibit A of this Agreement. Participant shall notify the District within 10 days of additional sources of funding received for the equipment listed in Exhibit A of this Agreement, including any sources that become available after contract execution.

Participant Initials: _____

- 2.4.3 The Participant agrees to operate the equipment described in Exhibit A in a manner that is consistent with the eligibility requirements in the guidelines and the goals and objectives of the Program and within the manufacturer's specifications including all maintenance and fueling requirements. 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. Repower projects must be completed in a manner such that it does not void the engine warranty provided by the manufacturer and any remaining warranty provided by the equipment/vehicle manufacturer.

2.4.4 The Participant must submit copies of invoices from service providers that confirm:

- (i) Installation of digital odometer/hour meter; and
- (ii) Finance information (if applicable)

Each invoice must identify new equipment/engine through either a vehicle identification number or engine serial number, and date service was provided. In order to be eligible for funding, labor expenses must be included on invoices and detail the number of hours charged and the hourly wage.

2.4.5 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 2.7.1.
- (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 2.5.
- (vi) Any changes to the replacement vehicle's title must be approved in writing by the District.

2.4.6 The Participant certifies that their fleet, engine, or equipment/vehicle is in compliance with all applicable federal, state, and local air quality rules and regulations at time of execution. The Participant agrees to maintain compliance with all applicable rules and regulations for full project implementation period as specified in section 2.7.1.

2.5 Repercussions for Nonperformance: The Participant understands and agrees to operate the vehicle/equipment/engine in Exhibit A according to the terms of this Agreement and to cooperate with the District and CARB in the implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable. Repercussions to the Participant for noncompliance with the contract requirements include termination of the Agreement. Upon termination of this Agreement, and if the vehicle/equipment/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 years)

L = Length of the Agreement in Years

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

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 2.7.9. Additionally, the APCO may grant a waiver to the engine owner for a defined time period if the owner demonstrates to the APCO's satisfaction that the equipment was

significantly underutilized due to unforeseen conditions beyond the owners control. Waivers must be granted in accordance with section FF(4)(D) of the 2011 Carl Moyer Guidelines.

2.6 The parties acknowledge that this Agreement will be funded by incentive fund revenues being transferred to the District and that this Agreement is contingent upon the approval of District's funding request by the State for Carl Moyer Program funds and receipt of said funds by District. District shall notify Participant when District has received sufficient funds to fully fund the Agreement and Participant is authorized to begin implementation of the Agreement. District shall not be liable to Participant for any costs or expenses incurred by Participant prior to said notification from District. The Agreement may also be immediately terminated by District should sufficient funds not be received by June 30, 2019.

2.7 General Requirements

2.7.1 This Agreement shall begin upon execution by all parties and terminate on xx. No work may begin on this project until this Agreement is executed by all parties. For this Agreement, the timeframe indicated by the project completion in Section 2.2.1 of this Agreement and the aforementioned termination date shall serve as the project implementation period. The Participant is required to operate and maintain the equipment described in Exhibit A according to the terms of this Agreement for the full project implementation period.

2.7.2 Except as specified in Section 2.7.2(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 2.7.1.

(i) This prohibition includes, but is not limited to all attainment, nonattainment, criteria and non-criteria 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.

2.7.3 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. The District, CARB (as an intended third party beneficiary), or their designee(s) reserves the authority and right to monitor and enforce the terms of this contract any time throughout project execution through the implementation period to ensure emission reductions are obtained for a minimum of 75% operation within California or as specified in the contract for marine projects, including 5 years after the end of project life for projects lasting more than 5 years.

(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.

2.7.4 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.

2.7.5 **This section 2.7.5 shall survive the termination of this Agreement for three years following the end date listed in Section 2.7.1.** 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 2.7.1 and for three years following the end date listed in

Section 2.7.1. It is the responsibility of the Participant to maintain records adequate to document the subsequent information. The District may request these records at any time during the term of this Agreement, including:

For On-Road Projects	For Off-Road/Stationary Projects
1. Copies of all driver log book entries for the preceding year	1. Hours operated or fuel consumed
2. Miles traveled	2. Fuel cost (if reported fuel consumed)
3. Fuel consumed	3. Engine downtime
4. Fuel cost	4. Type and cost of maintenance performed
5. Vehicle downtime	
6. Type and cost of maintenance performed	

- 2.7.6 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 2.7.7 The Participant shall observe and comply with all applicable federal, state and District statutes, ordinances, regulations, rules, directives, and laws. Projects funded by the Carl Moyer Program must be included when defining the size of the fleet for determining regulatory compliance. Throughout the project implementation period as specified in section 2.7.1, projects must not be used to generate credits or compliance extensions, and must be included when determining the size of the fleet for determining regulatory requirements. 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 located in Sutter County or federal court located in Sacramento, California.
- 2.7.8 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. This Agreement will bind the successors of the District and Participant in the same manner as if they were expressly named.
- 2.7.9 This Agreement may be terminated by the District upon thirty (30) days written 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. The District may also terminate this Agreement upon ten (10) days written notice if: (i) the District does not receive all or a portion of the revenues identified in Paragraph 2.6; 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 extensions thereto. If the Agreement is terminated for noncompliance, 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 under the law for breaches of any Agreement provisions, Carl Moyer Program requirements, or the California Health and Safety Code.
- 2.7.10 The Participant may not sell or encumber the equipment described in Exhibit A without the written consent of the District.
- 2.7.11 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.
- 2.7.12 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 reasonably suspects, 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.

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

To District	To Participant
Carl Moyer Staff Feather River AQMD 541 Washington Avenue Yuba City, CA 95991 Phone: (530) 634-7659 FAX: (530) 634-7660 Email: sspaethe@fraqmd.org	Phone: (530) Email:

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.

2.7.14 This Agreement consists of the following:

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

If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulations governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

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

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 levy 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:**
 Participate
 Title

Approved by the Feather River Air Quality Management District:

_____ **Date:**
 Christopher D. Brown, AICP
 Air Pollution Control Officer

EXHIBIT A

Vehicle/Equipment Information Form

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

Equipment:

Project Type:

County(ies) Where Vehicle/Equipment/Engine Currently Operates:

County:	
Main Location of Operation (include cross streets):	

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

	Within the Yuba and Sutter Area	Outside of Yuba or Sutter Area	Total Operation
Miles/Hours			

Existing Vehicle/Equipment Information

Make: N/A	Model: N/A	Model Year: N/A	GVWR: N/A
Identification Number: N/A	Fleet Identification Number: N/A	License Plate: N/A	Odometer: N/A

Existing Engine Information

Make:	Model:	Model Yr:	Serial Number:	HP:	Hour Meter:
Fuel Type:					

New or Replacement Vehicle/Equipment Information

Make: N/A	Model: N/A	Model Year: N/A	GVWR: N/A
Identification Number: N/A	Fleet Identification Number: N/A	License Plate: N/A	Odometer: N/A

New Engine or Retrofit System Information

Make:	Model:	Model Yr:	Serial Number:	HP:	NOx Cert:
Fuel Type:					

EXHIBIT B – PERFORMANCE REQUIREMENTS

The below listed vehicle/equipment(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 2.5 of this Agreement

Vehicle/Equipment and Engine Year Make & Model	Minimum Usage	Anticipated Annual NOx Reduction (tons)	Payback Requirement per Hour/Mile	Maximum Incentive Amount
			No payback requirement based on hours/miles; must own and operate within Yuba or Sutter counties until December 31, 2020, or may be subject to payback requirement in section 2.5 of this Agreement	
Total				\$

MOYER AGREEMENT NO. 2017-xx

FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT CARL MOYER HEAVY-DUTY LOW EMISSION INCENTIVE PROGRAM AGREEMENT

This Agreement (Agreement) is between the Feather River Air Quality Management District (District), a public agency of the State of California, and xx (Participant) public agency of the State of California.

1.0 Recitals

- 1.1 The District is in nonattainment of the state air quality standards for ozone and 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 April 27, 2017, the CARB awarded the District Fiscal Year 2016-17 (Year 19) State Reserve funding for school buses that qualify for a particulate matter (PM) extension under California's On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation.
- 1.3 The District Board of Directors approved Resolution No. 2017-08 authorizing the District's participation in the California Air Resources Board (CARB) Carl Moyer State Reserve Program which is a Heavy-Duty Low Emission Vehicle Incentive Program (Program), which is hereby incorporated by reference and made part of this agreement.
- 1.4 The District Board of Directors approved authorizing the Air Pollution Control Officer (APCO) to execute agreements and make minor modifications to the Program for the purpose of maintaining consistency with the state Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program).
- 1.5 The Participant wishes to participate in the Program by purchasing and operating the school buses 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.
- 1.6 The Participant has read and agreed to all requirements of the Program application and the current Carl Moyer Program 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 Yuba and Sutter counties.

2.0 Terms and Conditions

2.1 Definitions

- 2.1.1 "Applicable emission standards" are defined as the emission standards for oxides of nitrogen (NOx), particulate matter (PM), hydrocarbons, and carbon monoxide established by the California Air Resources Board (CARB) or the United States Environmental Protection Agency (USEPA) for a model year vehicle or engine. For "phase-in" or "interim" engines, table 5-3 contained in the Off-Road CI chapter of the 2008 Carl Moyer Program Guidelines shall apply.
- 2.1.2 "Certified" is defined as a motor vehicle or engine that is certified by CARB or the USEPA to an emission standard or standards.
- 2.1.3 "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.
- 2.1.4 "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.

2.1.5 "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 Initiate a purchase order for the equipment described in Exhibit A within 30 days of execution of this Agreement. 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.

2.2.2 Ensure that a functioning odometer is installed on the equipment described in Exhibit A for the life of the project. An operational odometer must be installed on all projects and maintained for continuous operation. Should the device fail, Participant agrees to continue to record usage of the equipment and to immediately replace the defective device.

2.2.3 Operate the equipment described in Exhibit A in Yuba or Sutter counties 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. Cooperate with District and ARB in implementation, monitoring, and enforcement to assure the emissions benefits are real, quantifiable, surplus, and enforceable.

2.2.4 Submit an annual report commencing no more than 18 months after project completion and annually thereafter. The District will mail annual report to participant and participant shall return completed report by March 31 of each year. If project term exceeds five years, reporting becomes biennially after fifth year. For zero-emission projects, reporting is biennially for the first six years, and no annual reports required thereafter. Failure to comply with reporting requirements shall result in on-site monitoring and/or inspections. The District may request additional performance documentation at its discretion.

2.3 Payment

2.3.1 The District will reimburse the Participant up to \$xx towards the cost of the vehicle(s) identified in Exhibit A. The maximum contract amount shall not exceed the maximum funding level corresponding to the program cost-effectiveness limit, nor may the maximum contract amount exceed the project incremental cost. The maximum contract amount must also comply with any funding caps and other criteria for the specific project category as identified in the current Carl Moyer Program Guidelines and the District's Policy and Procedures Manual.

2.3.2 All payments made under this Agreement are subject to the provisions and limitations of the California 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 California 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 and verification that the new equipment is operational. The Project must meet milestones such as engine delivery and installation, post-inspection, and acceptance prior to payment issuance.

2.3.5 Itemized invoices from vehicle owner for new vehicles must be received by District prior to payment issuance. Payments will be made directly to project applicant if invoice was paid by applicant and will serve as reimbursement. Each invoice must identify new equipment/engine through either a vehicle identification number or engine serial number, and date service was provided. In order to be eligible for funding, labor expenses must be included on invoices and detail the number of hours charged and the hourly wage.

- 2.3.6 The District shall pay the lower of the Agreement amount in section 2.3.1 or the final invoice amount.
- 2.3.7 The District shall confirm that the existing vehicle, as identified in Exhibit A, has been destroyed prior to issuing payment.

2.4 General Program Requirements

- 2.4.1 The Participant warrants that, throughout the term of the agreement, the vehicle(s) covered under this Agreement shall meet all eligibility requirements described in the Program application and the current Carl Moyer Program Guidelines.
- 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, except federal programs to reduce greenhouse gas emissions or funding provided by the Alternative and Renewable Fuel and Vehicle Technology Program to reduce greenhouse gases. These funds must be disclosed to the District. If the Participant applies for or receives funds from any of these sources, this Agreement shall be forthwith deemed terminated and Participant hereby agrees that any funds paid under this Agreement be returned to the District immediately.
- 2.4.3 The Participant agrees to operate the vehicle(s) described in Exhibit A in a manner that is consistent with the eligibility requirements in the guidelines and the goals and objectives of the Program and within the manufacturer's specifications including all maintenance and fueling requirements. 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 prohibited under CARB and USEPA regulations. The Participant also agrees to operate the vehicle in compliance with all local, state, and federal rules, laws, and regulations.
- 2.4.4 The Participant must submit copies of invoices from service providers that document vehicle financing (if applicable)
- 2.4.5 The Participant agrees to the following motor vehicle requirements:
 - (i) The Participant will provide a copy of the replacement vehicle's title to the District, demonstrating that the Applicant is the registered owner of the replacement vehicle.
 - (ii) The Participant must be the legal owner of the replacement vehicle through the length of this Agreement.
 - (iii) The Participant must maintain replacement value insurance coverage for the project life.
- 2.4.6 The Participant certifies that their fleet, engine, or equipment/vehicle is in compliance with all applicable federal, state, and local air quality rules and regulations at time of execution. The Participant agrees to maintain compliance with all applicable rules and regulations for full contract term as specified in section 2.7.1.

2.5 Upon termination of this Agreement, if the vehicle 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 years)
- L = Length of the Agreement in Years
- C = Actual Operation (miles, hours, or years)

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 2.7.9. Additionally, the APCO may grant a waiver to the Applicant for a defined time period if the owner demonstrates to the APCO's satisfaction that the equipment was significantly underutilized due to unforeseen conditions beyond the Applicants control. Waivers must be granted in accordance with section FF(4)(D) of the 2011 Carl Moyer Guidelines.

2.6 The parties acknowledge that this Agreement will be funded by incentive fund revenues being transferred to the District and that this Agreement is contingent upon the approval of District's funding request by the State for Carl Moyer Program funds and receipt of said funds by District. District shall notify Participant when District has received sufficient funds to fully fund the Agreement and Participant is authorized to begin implementation of the Agreement. District shall not be liable to Participant for any costs or expenses incurred by Participant prior to said notification from District. The Agreement may also be immediately terminated by District should sufficient funds not be received by June 30, 2017.

2.7 General Requirements

2.7.1 This Agreement shall begin upon execution by all parties and terminate on December 31, 2028. 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 aforementioned termination date shall serve as the contract term including both the project completion and project implementation/life periods. Project must be completed and funds expended within two years of contract date.

2.7.2 Except as specified in Section 2.7.2(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 2.7.1.

(i) This prohibition includes, but is not limited to all attainment, nonattainment, criteria and non-criteria 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.

2.7.3 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. The District, CARB, or their designee(s) has the authority and right to monitor and enforce the terms of this contract any time throughout project life to ensure emission reductions are obtained for a minimum of 75% operation within California, including 5 years after the end of project life for projects lasting more than 5 years.

(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) described in Exhibit A.

2.7.4 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.

- 2.7.5 This section 2.7.5 shall survive the termination of this Agreement for three years following the end date listed in Section 2.7.1. 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 2.7.1 and for three years following the end date listed in Section 2.7.1. It is the responsibility of the Participant to maintain records adequate to document the subsequent information. The District may request these records at any time during the term of this Agreement, including:

For School Bus Projects	
1.	Current DMV Registration
2.	Miles traveled
3.	Proof of Insurance
4.	Maintenance and servicing

- 2.7.6 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
- 2.7.7 The Participant shall observe and comply with all applicable federal, state and District statutes, ordinances, regulations, rules, directives, and laws. Projects funded by the Carl Moyer Program must be included when defining the size of the fleet for determining regulatory compliance. Throughout the contract term as specified in section 2.7.1, projects must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance. 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 located in Sutter County or federal court located in Sacramento, California.
- 2.7.8 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. This Agreement will bind the successors of the District and Participant in the same manner as if they were expressly named.
- 2.7.9 This Agreement may be terminated by the District upon thirty (30) days written 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. The District may also terminate this Agreement upon ten (10) days written notice if: (i) the District does not receive all or a portion of the revenues identified in Paragraph 2.6; 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 extensions thereto. If the Agreement is terminated for noncompliance, 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 the California Health and Safety Code.
- 2.7.10 The Participant may not sell or encumber the equipment described in Exhibit A without the written consent of the District.
- 2.7.11 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.
- 2.7.12 If either of the events listed in this paragraph occur, the Participant must notify the District within 10 days of the date Participant knows, or reasonably suspects, 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; or
- (iv) If the replacement school bus is involved in an accident. A police report of the accident and a letter from the insurance company regarding the accident must be provided to the District, and any other additional information as requested by the District. If totaled, the Participant and District must come to an agreement regarding any requirements that still need to be met.

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

To District	To Participant
Carl Moyer Staff Feather River AQMD 541 Washington Avenue Yuba City, CA 95991 Phone: (530) 634-7659 FAX: (530) 634-7660 Email: sspaethe@fraqmd.org	Participant Name Address City, State ZIP Phone: (530) FAX: Email:

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.

2.7.14 This Agreement consists of the following:

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

If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulations governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

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

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 levy 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:

Participant Name
Title

Date:

Approved by the Feather River Air Quality Management District:

Christopher D. Brown, AICP
Air Pollution Control Officer

Date:

EXHIBIT A-1

Existing School Bus Information

Bus #1

Make: N/A	Model: N/A	Model Year: N/A	GVWR: N/A
Vehicle Identification Number: N/A	Fleet Identification Number: N/A	License Plate: N/A	Odometer: N/A
Engine Make:	Engine Model:	Engine Model Year:	Engine Serial Number:
Annual Mileage (Fleet Average or Bus Specific):			

Bus #2

Make: N/A	Model: N/A	Model Year: N/A	GVWR: N/A
Vehicle Identification Number: N/A	Fleet Identification Number: N/A	License Plate: N/A	Odometer: N/A
Engine Make:	Engine Model:	Engine Model Year:	Engine Serial Number:
Annual Mileage (Fleet Average or Bus Specific):			

Bus #3

Make: N/A	Model: N/A	Model Year: N/A	GVWR: N/A
Vehicle Identification Number: N/A	Fleet Identification Number: N/A	License Plate: N/A	Odometer: N/A
Engine Make:	Engine Model:	Engine Model Year:	Engine Serial Number:
Annual Mileage (Fleet Average or Bus Specific):			

Bus #4

Make: N/A	Model: N/A	Model Year: N/A	GVWR: N/A
Vehicle Identification Number: N/A	Fleet Identification Number: N/A	License Plate: N/A	Odometer: N/A
Engine Make:	Engine Model:	Engine Model Year:	Engine Serial Number:
Annual Mileage (Fleet Average or Bus Specific):			

EXHIBIT A-2

Replacement School Bus Information

Bus #1

Make: N/A	Model: N/A	Model Year: N/A	GVWR: N/A
Identification Number: N/A	Fleet Identification Number: N/A	License Plate: N/A	Odometer: N/A
Engine Make:	Engine Model:	Engine Model Year:	Engine HP:
Funding Amount:			

Bus #1

Make: N/A	Model: N/A	Model Year: N/A	GVWR: N/A
Identification Number: N/A	Fleet Identification Number: N/A	License Plate: N/A	Odometer: N/A
Engine Make:	Engine Model:	Engine Model Year:	Engine HP:
Funding Amount:			

Bus #1

Make: N/A	Model: N/A	Model Year: N/A	GVWR: N/A
Identification Number: N/A	Fleet Identification Number: N/A	License Plate: N/A	Odometer: N/A
Engine Make:	Engine Model:	Engine Model Year:	Engine HP:
Funding Amount:			

Bus #1

Make: N/A	Model: N/A	Model Year: N/A	GVWR: N/A
Identification Number: N/A	Fleet Identification Number: N/A	License Plate: N/A	Odometer: N/A
Engine Make:	Engine Model:	Engine Model Year:	Engine HP:
Funding Amount:			

EXHIBIT B – PERFORMANCE REQUIREMENTS

The below listed vehicle/equipment(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 2.5 of this Agreement

Vehicle and Engine Year Make & Model	Minimum Usage	Anticipated Annual NOx Reduction (tons)	Maximum Incentive Amount
<\$n_veh_make\$> <\$n_veh_model\$> <\$n_eng_year\$> <\$n_eng_make\$> <\$n_eng_model\$>	Annual Usage x Contract Life = Total Usage	<\$E2NOxReduc t0,0.00\$>	\$<\$fundingAmt 0,###0\$>
Total		\$<^FundingAmt0,###0.00^>	



Serving Sutter and Yuba Counties

541 Washington Avenue
 Yuba City, CA 95991
 (530) 634-7659
 FAX (530) 634-7660
 www.fraqmd.org

Christopher D. Brown, AICP
 Air Pollution Control Officer

Inspection Tracking & Reporting

Repower Project

Project #: _____ Application Date: _____

Project Name _____

Contact Name _____

Contact Phone _____

Contact Address _____

Equipment Location _____

Engine Function/Use: _____

Project Tracking	
Pre-Inspection	_____
Submersible?	_____
Post-Inspection	_____
Salvaged	_____

Note: Submersible pump inspections may have the applicant take a photo of the motor name plate prior to installing. (Ch 3 pg 34)

Pre - Inspection

Equipment Make (Or N/A)	Baseline Information	Start-up?	Yes	No
	Application	Field Verification		
Equipment Make (Or N/A)	_____	_____		
Equip Model /Year (Or N/A)	_____ / _____	_____		
Engine Make:	_____	_____		
Model # / Year:	_____ / _____	_____ / _____		
Tier/Fuel Type	_____	_____ / _____		
Serial #:	_____	_____		

Verify Function/Use: _____

Date: _____ Inspector: _____

Post - Inspection

Manufacturer:	New Engine Information	Start-up?	Yes	No
	Contract	Field Verification		
Manufacturer:	_____	_____		
Equip Model/ Year:	_____ / _____	_____ / _____		
Tier/Fuel Type	_____ / _____	_____ / _____		
Engine Serial:	_____	_____		
Engine Family:	_____	_____		

Date: _____ Inspector: _____

Savalue - Inspection

Baseline inoperable (hole in engine block [at least 3" at narrowest point and irregularly shaped] PLUS either part of oil pan flange removed as part of engine block hole or line cut through the flange to the hole)	Yes	No
---	-----	----

Notes: _____

Date: _____ Inspector: _____



Serving Sutter and Yuba Counties

OFF ROAD EQUIPMENT SALVAGE INSPECTION FORM

541 Washington Avenue
Yuba City, CA 95991
(530) 634-7659
FAX (530) 634-7660
www.fraqmd.org

Christopher D. Brown, AICP
Air Pollution Control Officer

DATE: _____

INSPECTOR: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

INSPECTOR COMMENTS:

INCLUDE THE FOLLOWING PHOTOGRAPHS:

1. Equipment serial number
2. Engine serial number either stamped on the block or the tag
3. Destroyed engine block, at a minimum of:
 - a. A hole in the engine block with a diameter of at least three inches at the narrowest point. The hole must be irregularly shaped and
 - b. A section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects to the hole.
4. Cut structural components (select one):
 - a. Equipment with permanent frame rails running the length of the equipment: complete cuts of both frame rails between the front and rear axles.
 - b. Equipment with removable/bolt-on frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unrepairable.
 - c. Equipment without frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unrepairable.
 - d. Articulated equipment: damage, cuts or otherwise, to the articulation joints of front and rear halves of the equipment so that neither half can be joined.
 - e. Other equivalent method of destruction pre-approved by the air district and/or CARB.
5. Other views dependent on the method of equipment destruction



Serving Sutter and Yuba Counties

541 Washington Avenue
 Yuba City, CA 95991
 (530) 634-7659
 FAX (530) 634-7660
 www.fraqmd.org

Christopher D. Brown
 Air Pollution Control Officer

Off-Road Equipment Replacement Program Pre/Post Inspections

Project #: _____ Application Date: _____

Project Name _____

Contact Name _____

Contact Phone _____

Contact Address _____

Equipment Location _____

Function/Use: _____

Project Tracking	
Pre-Inspection	_____
Post-Inspection	_____

Pre - Inspection

Application	Verified?	Start-up?	Yes	No	
Manufacturer: _____	<input type="checkbox"/>	Verify good condition of the following: (check if yes)			
Model # / Year: _____ # _____	<input type="checkbox"/>		Tires hold air, sufficient tracks or tread	_____	_____
Equip Serial # _____	<input type="checkbox"/>		Steering wheel operational	_____	_____
Engine Make/Model _____ / _____	<input type="checkbox"/>		Equipment able to start up and move backward & forward	_____	_____
Engine Serial #: _____	<input type="checkbox"/>		Buckets, blades, rollers, etc. are working	_____	_____
			Undercarriage structurally sound	_____	_____
			No parts stripped	_____	_____
			Equipment not vandalized	_____	_____
			Fuel tank in usable condition	_____	_____
			Hour Meter Reading: _____		

Inspector Note: Take photographs of: Right Side Hood Down, Front Hood Down, Left Side with hood down Equipment serial Number and ID Engine Serial Number, and rear of equipment

Inspector Notes: _____

Post - Inspection

Application	Verified?	Start-up?	Yes	No
Manufacturer: _____	<input type="checkbox"/>			
Model # / Year: _____ / _____	<input type="checkbox"/>	Hour Meter Reading: _____		
Engine Make/Model _____	<input type="checkbox"/>	Inspector Note: Required Photographs include all of the following: Right Side, Front, Rear, & Left Side All with Hood Down Equipment Serial Number Engine Serial Number, Equipment ID, Rear, VDECs		
Equip Serial #: _____	<input type="checkbox"/>			
Engine Serial # _____	<input type="checkbox"/>			
Family Name: _____	<input type="checkbox"/>			
Inspector Notes: _____	<input type="checkbox"/>			



Serving Sutter and Yuba Counties

541 Washington Avenue
Yuba City, CA 95991
(530) 634-7659
FAX (530) 634-7660
www.fraqmd.org

Christopher D. Brown, AICP
Air Pollution Control Officer

Retrofit Inspection Tracking & Reporting

Project #: _____ Application Date: _____
Project Name _____
Contact Name _____
Contact Phone _____
Contact Address _____
Engine Location _____
Engine Function/Use: _____

Compliance Tracking	
Date Received	_____
Post-Inspection	_____
Initial/Date	_____

Retrofit Verification

	Contract	Field Verification
Manufacturer:	_____	_____
Month/Year	_____/____	_____/____
Family Name	_____	_____
Serial #:	_____	_____



Serving Sutter and Yuba Counties

541 Washington Avenue
 Yuba City, CA 95991
 (530) 634-7659
 FAX (530) 634-7660
 www.fraqmd.org

Christopher D. Brown
 Air Pollution Control Officer

School Bus Pre/Post Inspections

Project #: _____ Application Date: _____
 School: _____
 Contact Name: _____
 Contact Phone: _____
 Contact Address: _____

Project Tracking	
Pre-Inspection	_____
Post-Inspection	_____

Pre - Inspection

Application

Verified?

Manufacturer: _____	<input type="checkbox"/>
Model # / Year: _____ # _____	<input type="checkbox"/>
VIN # _____	<input type="checkbox"/>
License Plate: _____	<input type="checkbox"/>
Engine Make/Model _____ / _____	<input type="checkbox"/>
Engine Serial #: _____	<input type="checkbox"/>
Odometer Reading: _____	

Verify bus is in operational condition:

Start-up? Yes No

Inspector Note: Take photographs of: Right Side Hood Down, Front Hood Down, Left Side with hood down VIN tag, License Plate, Engine Serial Number, Left and Right Side of Engine, and Rear of Bus

Post - Inspection

Odometer Reading: _____

Application

Verified?

Manufacturer: _____	<input type="checkbox"/>
Model # / Year: _____ / _____	<input type="checkbox"/>
VIN _____	<input type="checkbox"/>
Engine Make: _____	<input type="checkbox"/>
Engine Serial # _____	<input type="checkbox"/>
Family Name: _____	<input type="checkbox"/>
Inspector Notes: _____	

Inspector Note: Required Photographs include all of the following:

At Least One Side of Bus

VIN tag

Engine Serial Number and Left and Right Side of Engine

License Plate

Any Modifications

Odometer Reading



SCHOOL BUS
SALVAGE INSPECTION
FORM

541 Washington Avenue
Yuba City, CA 95991
(530) 634-7659
FAX (530) 634-7660
www.fraqmd.org

Christopher D. Brown, AICP
Air Pollution Control Officer

DATE: _____

SALVAGE YARD: _____

SCHOOL: _____

PROJECT NUMBER: _____

VIN OR LICENSE NUMBER: _____

- 1 Dismantler must destroy and render useless the existing vehicle and engine. At a minimum:
 - A. Both frame rails must be completely severed between the front and rear axles
 - B. A hole must be put in the engine block with a diameter of at least three inches at the narrowest point. The hole must be irregularly shaped (no squares or circles).
A section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects to the hole.
- 2 INCLUDE THE FOLLOWING PHOTOGRAPHS:
 1. Front, rights, and left side of bus with hood down including license plate
 2. VIN tag
 3. Engine serial number either stamped on the block or on the tag
 4. Destroyed engine block, at a minimum of:
 5. Completely severed fram rails
 6. Odometer reading
- 3 Prepare and submit to DMV either a "Non-Repairable Vehicle Certificate" using an "Application for Salvage Certificate or Non-Repairable Vehicle Certificate" (REG 448C), or a Notice of Acquisition/Report of Vehicle To Be Dismantled (REG 42) ensuring the VIN can never be registered again in California.
- 4 Within 90 days of dismantle, provide verification to the district that the existing vehicle has been registered with DMV as non-revivable with a type transaction code (TTC) L10 or C26 on the DMV Reconciliation transaction receipt or other DMV documentation that satisfies this requirement.

**Feather River Air Quality Management District
Carl Moyer Program Annual Status Report**

Dear Moyer grantees:

The Feather River Air Quality Management District (District) requires you to submit an annual report under the agreement of your contract. Please fill this report and send it back to the District by March 31, 2018. Thank you very much for your cooperation.

Contract Number: «Project_»
Grantee: «Applicant_Name»
Address: «Mailing_Address», «City», «State», «ZIP»

This Annual Status Report is for:

Make:	«Make»
Model:	«Model»
HP:	«HP»
Serial #:	«Engine_Serial_»
Other Identifier:	«Other_Identifier»

Project Start Date: «Execution_Date»
Contracted Annual Hours Usage: «Contract_HrsYr»

Please Report The Following Information:

Required Device: Hour Meter Odometer Power Meter

Required Device's Current Reading: _____ (Hours, Miles, KW)

Today's Date: _____ (MM/DD/YY)

Percent Operation In California Since Previous Annual Report: _____

In the past year, has the proposed annual usage of any single year dropped below 70% of Contracted Annual Hours Usage? _____ Yes _____ No

If Yes, please provide reasons: (please attach additional sheets if necessary)

Participants that have not submitted complete reports will not be granted funds for new Moyer Program projects until all reports are satisfactorily submitted.

Return To: Feather River Air Quality Management District
541 Washington Avenue, Yuba City, CA 95991 or Fax: 530-634-7660 or Email: sspaethe@fraqmd.org
Questions call (Phone) 530-634-7659 ext 210,

FRAQMD Staff Reviewing: _____ Date: _____

**Feather River Air Quality Management District
Carl Moyer Program Annual Status Report**

Dear Moyer grantees:

The Feather River Air Quality Management District (District) requires you to submit an annual report under the agreement of your contract. Please fill this report and send it back to the District by March 31, 2019. Thank you very much for your cooperation.

Contract Number:

Grantee:

Address:

This Annual Status Report is for:

Tractor Make:	Engine Make:
Tractor Model:	Engine Model:
Tractor Serial #:	Engine Serial #:
	HP:

Project Start Date:

Contracted Annual Hours Usage:

Please Report The Following Information:

Required Device: Hour Meter Odometer Power Meter

Required Device's Current Reading: _____ (Hours, Miles, KW)

Today's Date: _____ (MM/DD/YY)

Percent Operation In California Since Previous Annual Report: _____

In the past year, has the proposed annual usage of any single year dropped below 70% of Contracted Annual Hours Usage? _____ Yes _____ No

If Yes, please provide reasons: (please attach additional sheets if necessary)

Participants that have not submitted complete reports will not be granted funds for new Moyer Program projects until all reports are satisfactorily submitted.

Return To: Feather River Air Quality Management District

By Mail: 541 Washington Avenue, Yuba City, CA 95991 or Fax: 530-634-7660 or Email: sspaethe@fraqmd.org

For Questions Call 530-634-7659 ext 210,

FRAQMD Staff Reviewing: _____ Date: _____

FRAQMD Moyer/FARMER Check Request Form

Project Number: _____
Grantee: _____
Address: _____
Request Amount: _____
Fund: _____
Postinspection: _____
by: _____
Invoice Number: _____
Received on: _____
Check Number: _____
Check Amount: _____
Check Date: _____

Moyer Staff Signature:
(sign after fill the project information listed above and before submit to the administrative staff)

Date:

Administrative Staff Signature:
(sign after fill the check information listed above and

Date:

Note:
1. The Administrative staff shall return this form to the Moyer staff after completing the above procedures.

Feather River Air Quality Management District

OFF-ROAD EQUIPMENT REPLACEMENT PROGRAM

The Off-Road Equipment Replacement Program (ORERP) reduces emissions by replacing old, high polluting equipment with newer, cleaner equipment earlier than would have been expected through normal attrition. Carl Moyer Program funds may be used to offset part of the cost of the replacement vehicle and the entire cost of verified diesel emission control system (VDECS) diesel retrofits. The CARB established this program in 2008 because for some equipment, replacing the engine only, (i.e., repowering) is not possible and for other, the diminished value of the old equipment may not justify investing significant funds for engine replacement.

I. Projects Eligible for Funding

Equipment Replacement projects must meet the following general eligibility requirements:

- Eligible projects are those in which new equipment having the most recent Model Year California emission standard engine, 25 horsepower or larger, replaces an uncontrolled (Tier 0) or Tier 1, fully functional piece of self-propelled off-road equipment that is to be scrapped.
- The emission reductions from the project must not be required by any local, state, and/or federal rule, regulation, or other legally binding requirement.
- Equipment purchased before a Grant Agreement for the project is fully executed is not eligible for funding.
- Applicants that do not provide credible records to document the previous two year's amount of historical operation in Yuba or Sutter Counties are not eligible for funding.
- All projects must achieve a cost-effectiveness as described in the District's Policy and Procedures Manual. Pollutants included in the cost-effectiveness calculation are NO_x (oxides of nitrogen), ROG (reactive organic gases) and diesel PM (particulate matter). PM is weighted by a factor of 20; (NO_x + ROG + 20*PM). The District staff will calculate cost effectiveness using the average of two recent years of documented equipment usage.

II. Maximum Eligible Funding Amounts

New or used equipment purchase is eligible for up to 65 percent of total equipment purchase costs, up to \$150,000.

III. Equipment Requirements

a). Existing (Old) Equipment Requirements

- 1) The old equipment must have an uncontrolled engine or Tier 1 engine. Equipment powered by Tier 2 or higher certification engines are not eligible for replacement.
- 2) The applicant must have owned and operated the old equipment in California for the previous two years. The applicant must provide a copy of the original Bill of Sale for the old equipment. If the Bill of Sale is not available, the following documentation may be accepted:
 - a. Tax depreciation logs
 - b. Property tax records
 - c. Equipment insurance records
 - d. Bank appraisals for equipment
 - e. Maintenance/service records
 - f. General ledgers
 - g. Other documentation approved by ARB
- 3) Applicants must submit documentation of annual usage and operational status of the old equipment. Usage from this documentation will be used to calculate the cost-effectiveness of the project. The applicant must provide:
 1. Annual Usage: Hour meter reading log collected at minimum of once per year for past two years from an installed and fully functioning hour meter.
 2. Operational Status: At least one item from the following list for the past year:
 - a. Revenue and usage records that identify operational, standby, and down hours for the equipment
 - b. Employee timesheets linked to specific equipment use
 - c. Preventative maintenance records tied to specific hours of equipment use
 - d. Repair work orders specific to the equipment
 - e. Six months of tracking normal equipment usage with a functional, tamper proof hour meter with prior District approval
 - f. Other documentation approved by District/ARB
 3. If hour meter readings are not available, the applicant must provide documentation that shows equipment usage for the previous two years. Documentation may include items from the list in section III.a.3.2 above.

b. Replacement Equipment Requirements

- 1) The replacement equipment must have an engine meeting the most recent Model Year CA emission standard. If a specific piece of equipment cannot be purchased with an engine meeting the most recent Model Year emission standard at the time the District obligates funds, then equipment with an engine meeting the previous Model Year emission standard may be purchased. Documentation from the equipment manufacturer that equipment with an engine meeting the current Model Year emission standard is unavailable must be provided to the District. Used equipment meeting the most recent Model Year CA emission standard qualifies as new equipment if sold by a dealer with the required warranties and documentation of how the price was depreciated to account for the used condition and the number of operation hours accumulated since new.
 - (a) The certification emission standard and/or Tier designation for the engine must be determined from the ARB Executive Order issued for that engine which may be found at <http://www.arb.ca.gov/msprog/offroad/cert/cert.php>.
- 2) The replacement equipment must serve the same function and perform the same work equivalent as the old equipment (i.e. replacement of an agricultural tractor with another agricultural tractor). This requirement may be waived by District with approval from ARB for instances where general purpose farming equipment changes commodities.
- 3) Only the minimum attachments normally sold with the original equipment, as determined by the District, are eligible for funding on the replacement equipment. Incentive funding can only be used to pay for items essential to the operation of the equipment.
- 4) The horsepower rating for the replacement equipment engine must not be greater than 125 percent of the original manufacturer rated horsepower (baseline horsepower) for the lowest horsepower of the old equipment engine unless a higher horsepower rating is approved on a case by case basis by the District. For old equipment in which the actual engine horsepower cannot be determined, horsepower can be calculated by multiplying the power take off by 120%.
- 5) Purchasers of new CI equipment must purchase a minimum of a one-year/1600 hours power and drive train warranty for the replacement equipment. The warranty must cover parts and labor. Warranty documentation must be provided to the District. The cost to purchase an extended warranty is not eligible for funding.
- 6) No funds will be issued for maintenance or repairs related to the operation of the equipment. The participant takes sole responsibility for ensuring that the equipment is in operational condition throughout the agreement period.
- 7) If the applicant obtains financing to assist in the purchase of replacement equipment, documentation of financing must be provided to the District. No more than the applicant's share of the cost of the equipment may be financed.

Documentation of financing can be a document showing the lender and the amount loaned, which at a minimum is a copy of the check given to the dealer equal to the portion of the project that was not Moyer funded.

c. Existing Equipment Destruction Requirements

The equipment replacement program requires the existing equipment to be destroyed. Existing equipment that will be destroyed at a site other than an approved salvage yard will be destroyed based on equipment type:

- Equipment with permanent frame rails running the length of the equipment: complete cuts of both frame rails between the front and rear axles, or
- Equipment with removable/bolt-on frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unrepairable, or
- Equipment without frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unrepairable, or
- Articulated equipment: damage, cuts or otherwise, to the articulation joints of front and rear halves of the equipment so that neither half can be joined and

All engines shall be destroyed by a hole in the engine block with a diameter of at least three inches at the narrowest point. The hole must be irregularly shaped (i.e. no symmetrical squares or circles) and a section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects the hole.

The participant may select to surrender the old equipment to an authorized Salvage Yard. The participant must submit the Salvage Certification Form to the District within 30 days of receiving new equipment. The Salvage Yard must destroy the engine and chassis as described above, and submit documentation to the District within 60 days of the participant receiving new equipment, as described in the Salvage Yard Agreement.

IV. District Administrative Requirements

The District staff will implement the Carl Moyer Off-Road Equipment Replacement Program using the following administrative procedures:

- A. The District's request for proposals (RFP) will solicit applications for off road equipment replacement projects along with the other Moyer Program categories listed in the District's Policies and Procedures Manual. Each application will be evaluated and ranked in accordance with the District's Policies and Procedures Manual. Off road equipment replacement project applications will compete for funding with all Carl Moyer project applications.
- B. The District staff will work with equipment dealers and/or applicants to complete the standard "Off-Road Equipment Replacement Project Application" (available at www.fraqmd.org/), and may develop additional forms if necessary to collect all

information, records, and price quotes necessary to evaluate the proposal and to populate the data fields in the CARB's CARL database.

- C. The District staff will evaluate each proposal to verify the eligibility and cost-effectiveness in accordance with the District's Policies and Procedures Manual and the CMP Guidelines. As part of the evaluation, staff will conduct a pre-inspection on the old equipment. The ORERP pre-inspection form will be used.
- D. A Grant Agreement will be executed for each off-road equipment replacement project that competes successfully in the RFP process and is approved by the District Air Pollution Control Officer.
- E. Upon delivery of the new equipment to the dealer, the District staff will conduct a post-inspection. The ORERP post-inspection form will be used. The dealer shall not deliver the new equipment to the Participant until the post inspection is complete.
- F. After the District staff approves the post-inspection of the new equipment the dealer may deliver the new equipment to the participant. The dealer should notify the District when they deliver the new equipment. The Participant must submit the Salvage Certification Form to the District within 30 days after receipt of new equipment. The old equipment must be destroyed and the destruction verified within 60 days after Participant receipt of new equipment.
- G. Payment will be processed once the District confirms the following: approved destruction of old equipment, approved pre-inspection, approved post-inspection, approved invoice, passed compliance checks, and confirmed submittal of W-9. All payments will be issued to the applicant. Two party checks may be issued to both the applicant and dealer if requested by the parties.
- H. Monitoring and enforcement of Grant Agreements is covered in Section XII of the District's Policies and Procedures Manual.

V. Dealer Requirements

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

- (1) Provide basic information to Participants about the equipment replacement program. The District will provide training to dealership staff.
- (2) Inform participants of rights and responsibilities as outlined in the air district and ARB guidelines.
- (3) Help the Participant correctly complete the application. The dealer should provide the Participant with the information necessary for preliminary evaluation of the project which includes, but is not limited to, the following:

- a) Price quote and description and specifications of the proposed new equipment including year, model, power rating, ARB engine Family Number, and an itemized list of included attachments and accessories.
- b) If a verified diesel emission control system (VDECS) is feasible, specifications of the VDECS to be installed on the equipment including: make, model, a price quote that will be valid at the time the VDECS is installed, warrantee information, and identification of the installer.
- c) Documentation of replacement equipment warranty.
- d) Information on replacement equipment financing, if Participant request to finance their portion of the cost of the equipment.
- e) A copy of the Executive Order for the new engine.

The dealer may assist Participant with completing the remaining application sections, including:

- a) Description and specifications of the old equipment including year, model, power rating, a list of included attachments and accessories, serial numbers of the equipment and engine, and credible records of the ownership, operation and amount of usage in Yuba and Sutter counties.

The District will provide all necessary forms.

(4) After receiving a tentative award letter, the Participant will schedule a time and place for the District to pre-inspect and to verify the identity, operation, and condition the old equipment. The Dealer is welcome to attend the pre-inspection, however it is not required.

(5) After the Grant Agreement is executed, the Dealer will be contacted by the Participant to order the replacement equipment. The District shall provide the Dealer with the grant award amount.

(6) Before delivering the replacement equipment to the Grantee, the Dealer will schedule a time and place for the District to inspect and verify the identity, operation, and condition the replacement equipment and VDECS, if installed. The Dealer may not deliver the replacement equipment to the participant until the District inspects the replacement equipment and verifies that it is eligible for funding.

(7) The Dealer shall submit copies of itemized invoices, warranty information, and financing information, to the District.

(8) The Dealer will use only OEM certified parts for any repairs to any engine or equipment covered under the District Program.

**Off Road Equipment Replacement Program
Agreement between Equipment Dealer and Feather River AQMD**

This agreement (Agreement) is between the Feather River Air Quality Management District (District) and _____ (Dealership).

1.0 Recitals

- 1.1 The entire District is classified as a state ozone nonattainment area as well as South Sutter County is classified as a federal ozone nonattainment area due to the level of ozone in the ambient air exceeds the state and federal health-based standards.
- 1.2 Ozone is formed by the interaction of Nitrogen Oxides (NOx) and other precursor pollutants in the atmosphere. The majority of NOx in the District is generated from vehicle, including off road equipment. In order to bring the District into attainment with the state and federal standards, we must reduce the levels of NOx emitted by off road equipment.
- 1.3 The California Air Resources Board (ARB) has developed several programs to help the District achieve the state and federal ozone standards. One of those programs is the Off Road Equipment Replacement Program (the Program). This Agreement is one step in implementing that Program.
- 1.4 The objective of the Program is to accelerate the retirement of old high polluting off road equipment through financial incentives that will encourage the voluntary replacement of uncontrolled equipment with new equipment that uses low emission technology.
- 1.5 Under the Program, the District will provide financial incentives to equipment owners that agree to destroy their old equipment and then replace it with new, low emission equipment.
- 1.6 To ensure that actual reductions result from the Program, it is essential:
 - (i) that the old equipment is inspected to verify that it qualifies for the Program
 - (ii) that the old equipment is destroyed properly to permanently eliminate its potential for emissions
 - (iii) that a digital hour meter is installed in the new equipment to measure future actual hours of operation within the District, and
 - (iv) that particulate emission control devices be installed if they are available, safe, and cost effective
- 1.7 The Dealership is in the business of selling new or used off road equipment.
- 1.8 The Dealership has reviewed and is familiar with the District's Off Road Equipment Replacement Program.
- 1.9 The Dealership understands that the purpose of the Program, and this Agreement, is to help the District achieve clean air standards as required by state and federal law.
- 1.10 The Dealership wishes to enter into this Agreement so that it will be eligible to market its equipment and services to program participants.
- 1.11 The District has not reviewed the Dealership's operations, or reached any conclusion on the quality of the Dealership's operation. The District is permitting Dealership to enter into this Agreement solely because Dealership has represented to the District that it is aware of the Program goals, and agrees to abide by the Program requirements.

2.0 Conditions

The parties agree that:

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

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

2.2 **Payment:** The Dealership will not be paid or otherwise reimbursed directly by the District. Rather, the benefit received by Dealership under this Agreement is the opportunity to participate in the Program, which carries the corresponding opportunity to profit through the sale of equipment to be purchased by Program Participants. The issuance of two-party checks made payable to both the Dealer and the Program Participant is authorized if both parties agree to such payments.

2.3 **Dealership Qualifications:** Dealership warrants that it meets the following minimum qualifications for participation in the Program, and will continue to meet these qualifications throughout its participation in the Program. Dealership may petition the District to waive or modify any of these minimum qualifications.

- (i) Owner has had a valid California business license for a minimum of the last two years.
- (ii) A minimum of one (1) employee has been trained by the District regarding the Program.

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

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

(2) Inform participants of rights and responsibilities as outlined in the air district and ARB guidelines.

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

a) Itemized price quote for new equipment.

b) Description and specifications of the new equipment including year, make, model, engine horsepower, ARB engine Family Number, and a list of included attachments and accessories.

c) If a verified diesel emission control system (VDECS) is feasible, specifications of the VDECS to be installed on the equipment including: make, model, a price quote that will be valid at the time the VDECS is installed, warranty information, and identification of the installer.

d) Executive Order for new engine.

e) Documentation of replacement equipment warranty.

f) Documentation of replacement equipment financing.

The Dealer may also assist participant with completing the remainder of the application, including:

- a) Description and specifications of the old equipment including year, model, power rating, a list of included attachments and accessories, serial numbers of the equipment and engine, and credible records of the previous two years of ownership, operation and amount of usage in Yuba and Sutter Counties.

The District will provide all necessary forms.

(4) Once the Participant has accepted the District's tentative award offer, they will schedule a time and place for the District to pre-inspect and to verify the identity, operation, and condition the old equipment. The Dealer will be invited to attend the pre-inspection, however it is not mandatory.

(5) After the Grant Agreement is executed, the Dealer will be notified by either the Participant or the District to order the replacement equipment, have it delivered to the dealership and, if feasible, arrange for installation of the VDECS.

(6) Before delivering the replacement equipment to the Grantee, the Dealer will schedule a time and place for the District to inspect and verify the identity, operation, and condition the replacement equipment and VDECS, if installed. The Dealer may not deliver the replacement equipment to the participant until the District inspects the replacement equipment and verifies that it is eligible for funding.

(7) The Dealer shall submit copies of itemized invoices, warranty information, and financing information to the District, prior to the District issuing payment for the grant.

(8) The Dealer will use only OEM certified parts for any repairs to any engine or equipment covered under the District Program.

(9) Upon delivery of the new equipment to the Participant, the Dealer will complete and sign the New Equipment Release Form and submit the Form to the District.

2.5 Cancellation: The District may cancel this agreement if the Dealer fails to comply with its requirements. Any Dealer whose agreement was cancelled and is re-submitting a new signed agreement must include with the submittal a written description of the actions that will be taken to eliminate the cause of the cancellation of the previous agreement.

2.6 Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties.

2.7 Term: This Agreement shall begin upon execution by both parties and terminate on December 31, 2024.

2.8 This Agreement consists of:

- This Agreement
- Exhibit A, FRAQMD Off-Road Equipment Replacement Program
- Exhibit B, Off-Road Equipment Replacement Application
- Exhibit C, New Equipment Release Form

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

To District:
Carl Moyer Program Representative
Feather River AQMD
541 Washington Avenue
Yuba City, CA 95991
Phone: (530) 634-7659
Fax: (530) 634-7660

To Dealership:
Contact Name _____
Business Name _____
Business Address _____
City, State, Zip _____
Phone: _____
Fax: _____
Email: _____

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

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

Approved by Dealer

Name, Title

Date: _____

Approved by the Feather River Air Quality Management District

Christopher D. Brown, AICP, Air Pollution Control Officer

Date: _____

Approved as to legal form

District Legal Counsel

Date: _____

Off Road Equipment Replacement Program Agreement between Salvage Yard and Feather River AQMD

This agreement (Agreement) is between the Feather River Air Quality Management District (District) and _____ (Salvage Yard).

1.0 Recitals

- 1.1 The entire District is classified as a state ozone nonattainment area as well as South Sutter County is classified as a federal ozone nonattainment area due to the level of ozone in the ambient air exceeds the state and federal health-based standards.
- 1.2 Ozone is formed by the interaction of Nitrogen Oxides (NOx) and other precursor pollutants in the atmosphere. The majority of NOx in the District is generated from vehicle, including off road equipment. In order to bring the District into attainment with the state and federal standards, we must reduce the levels of NOx emitted by off road equipment.
- 1.3 The California Air Resources Board (ARB) has developed several programs to help the District achieve the state and federal ozone standards. One of those programs is the Off Road Equipment Replacement Program (the Program). This Agreement is one step in implementing that Program.
- 1.4 The objective of the Program is to accelerate the retirement of old high polluting off road equipment through financial incentives that will encourage the voluntary replacement of uncontrolled equipment with new equipment that uses low emission technology.
- 1.5 Under the Program, the District will provide financial incentives to equipment owners that agree to destroy their old equipment and then replace it with new, low emission equipment.
- 1.6 To ensure that actual reductions result from the Program, it is essential:
 - (a) that the old equipment is inspected to verify that it qualifies for the Program
 - (b) that the old equipment is destroyed properly to permanently eliminate its potential for emissions
 - (c) that a digital hour meter is installed in the new equipment to measure future actual hours of operation within the District, and
 - (d) that particulate emission control devices be installed if they are available, safe, and cost effective
- 1.7 The salvage yard is in the business of scraping used off road equipment.
- 1.8 The salvage yard has reviewed and is familiar with the District's Off Road Equipment Replacement Program.
- 1.9 The salvage yard understands that the purpose of the Program, and this Agreement, is to help the District achieve clean air standards as required by state and federal law.
- 1.10 The salvage yard wishes to enter into this Agreement so that it will be eligible to receive old equipment participating in the program.
- 1.11 The District has not reviewed the salvage yard operations, or reached any conclusion on the quality of the salvage yard operation. The District is permitting salvage yard to enter into this Agreement solely because salvage yard has represented to the District that it is aware of the Program goals, and agrees to abide by the Program requirements.

2.0 Conditions The parties agree that:

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

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

2.2 **Payment:** The salvage yard will not be paid or otherwise reimbursed by the District. Funding is not available for the salvage of any existing equipment. The existing salvage value will be negotiated between the participant, the dealership, and the salvage yard.

2.3 **Salvage Yard Requirements:** Unless otherwise indicated, the salvage yard must meet each requirement before the District will be obligated to release the incentive funds to the Program Participant. The salvage yard agrees to do the following:

- (a) Within 30 days of notification from District, participant, and/or dealership that replacement equipment has been delivered to applicant, the salvage yard shall receive the old equipment
- (b) Within 60 of notification from District, participant, and/or dealership, the salvage yard shall destroy the old equipment engine and chassis to permanently remove them from service. The engine shall be destroyed by a hole in the engine block with a diameter of at least three inches at the narrowest point. The hole must be irregularly shaped (no symmetrical squares or circles) and a section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects the hole. The chassis shall be destroyed by cutting structural components of the equipment, or other manner as approved by District. The destruction method of the equipment will vary depending on the structure of the equipment:
 - (1) Equipment with permanent frame rails running the length of the equipment: complete cuts of both frame rails between the front and rear axles.
 - (2) Equipment with removable/bolt-on frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unrepairable.
 - (3) Equipment without frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unrepairable.
 - (4) Articulated equipment: damage, cuts or otherwise, to the articulation joints of front and rear halves of the equipment so that neither half can be joined.
- (c) The salvage yard shall provide the following photographs to the District **within 10 days** of salvaging old equipment:
 - (1) Destroyed engine block
 - (2) Cut structural components
 - (3) Equipment serial number
 - (4) Engine side view
 - (5) Engine serial number
 - (6) Destroyed attachments, if scrapped
 - (7) Other photographs as requested by District.
- (d) The salvage yard may request the District staff perform the salvage inspection and take photographs in lieu of submitting photographs in 2.3 (c). The salvage yard shall contact the District to schedule a salvage inspection at least one week prior to scheduled salvage to arrange inspection.
- (5) The salvage yard shall submit certification form and all photographs listed in 2.3 (c) within 10 days of destruction.

2.4 **Cancellation:** The District may cancel this agreement if the salvage yard fails to comply with its requirements. Any salvage yard whose agreement was cancelled and is re-submitting a new signed agreement must include with the submittal a written description of the actions that will be taken to eliminate the cause of the cancellation of the previous agreement.

2.5 **Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties.

2.6 **Term:** This Agreement shall begin upon execution by both parties and terminate on December 31, 2024.

2.7 This Agreement consists of:

- This Agreement
- Exhibit A, Off Road Equipment Replacement Program
- Exhibit B, Off Road Equipment Replacement Program Salvage Certification Form

2.8 Correspondence between the District and the salvage yard should be addressed to the following:

To District:
 Carl Moyer Program Representative
 Feather River AQMD
 541 Washington Avenue
 Yuba City, CA 95991
 Phone: (530) 634-7659
 Fax: (530) 634-7660

To Salvage Yard:
 Contact Name _____
 Business Name _____
 Business Address _____
 City, State, Zip _____
 Phone: _____
 Fax: _____

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

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

Approved by Salvage Yard

 Name, Title Date: _____

Approved by the Feather River Air Quality Management District

 Christopher D. Brown AICP, Air Pollution Control Officer Date: _____

Approved as to legal form

 District Legal Counsel Date: _____



Serving Sutter and Yuba Counties

OFF ROAD EQUIPMENT REPLACEMENT PROGRAM SALVAGE CERTIFICATION FORM

541 Washington Avenue
Yuba City, CA 95991
(530) 634-7659
FAX (530) 634-7660
www.fraqmd.org

Christopher D. Brown, AICP
Air Pollution Control Officer

PROJECT # _____

NAME _____

ADDRESS _____

CITY/ST/ZIP _____

METHOD FOR DESTROYING OFF ROAD EQUIPMENT:

Participant to destroy equipment themselves and schedule an inspection with the District within 30 days of taking delivery of new equipment

Participant to surrender old equipment to pre-approve salvage yard.

Date surrendered: _____

PARTICIPANT SIGNATURE

DATE

SALVAGE YARD CERTIFICATION

EQUIPMENT TYPE: _____

EQUIPMENT MAKE: _____

EQUIPMENT MODEL: _____

EQUIPMENT SERIAL #: _____

ENGINE SERIAL #: _____

THE EQUIPMENT WAS DESTROYED ON: _____

SALVAGE YARD NAME

AUTHORIZED SIGNATURE

DATE



Serving Sutter and Yuba Counties

OFF ROAD EQUIPMENT REPLACEMENT PROGRAM NEW EQUIPMENT RELEASE FORM

541 Washington Avenue
Yuba City, CA 95991
(530) 634-7659
FAX (530) 634-7660
www.fraqmd.org

Christopher D. Brown, AICP
Air Pollution Control Officer

Dealership to Complete This Section

PROJECT # _____

PROJECT NAME: _____

NEW EQUIPMENT BEING RELEASED:

EQUIPMENT TYPE: _____

EQUIPMENT MAKE: _____

EQUIPMENT MODEL: _____

EQUIPMENT SERIAL #: _____

THE EQUIPMENT WAS DELIVERED ON: _____

DEALERSHIP REP. SIGNATURE: _____

DEALERSHIP REP. NAME: _____

Participant to Complete This Section

METHOD FOR DESTROYING OLD OFF-ROAD/PORTABLE EQUIPMENT:

Old equipment has already been delivered to pre-approved salvage yard, or been destroyed by Participant and inspected by District

Participant will destroy equipment themselves and contact District to schedule salvage inspection within 30 days after taking delivery of new equipment.

Participant to deliver equipment to pre-approved salvage yard for destruction within 30 days of taking delivery of new equipment. The Salvage Certification Form will be filled out and given to salvage yard.

PARTICIPANT SIGNATURE _____

DATE _____

This form should be signed by the Participant and returned to the Dealership. The Dealership should submit this form to the District, either by:

Mail: FRAQMD, 541 Washington Avenue, Yuba City, CA 95991

Fax: (530) 634-7660

Email: sspaethe@fraqmd.org

