

# **Woodsmoke Reduction Program Program Workplan – Year 2**

## **California Climate Investments**



## **Feather River Air Quality Management District**



**July 2020**

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## Introduction

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

### I. Program Goals and Objectives

The Program furthers the goals of Health and Safety Code Division 25.5 and reduces GHG emissions by offering incentives toward the replacement of existing uncertified residential wood burning devices used for space heating with certified, high-efficiency devices. To be eligible for the Program, a homeowner or renter (Applicant) must use an uncertified wood stove or wood insert as a primary heat source. The incentive amount will depend on where the property is located and the Applicant's household income, with some households qualifying for full replacement cost. The Program will track households in disadvantaged<sup>1</sup> or low-income<sup>2</sup> communities and low-income<sup>3</sup> households and has the goal to distribute 75 percent of total funding to these populations. Applicants who can demonstrate low-income eligibility based on household income will qualify for higher incentives.

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

The replacement device must be installed by a professional, appropriately licensed stove installer (Installer) and meet local fire and building codes. To ensure that the reductions in emissions are permanent, any stove removed through this program must be rendered permanently inoperable and recycled. The Program will include outreach and educational components to both inform residents about the benefits of switching to

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

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

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

cleaner burning home heating devices and train them on the proper operation and maintenance to maximize the device efficiency and minimize pollutant emissions.

## II. Project Eligibility and Performance Standards

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

### Existing Wood Stove

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

- Determine when the stove was installed. Stoves installed prior to July 1, 1988 do not comply with the particulate emission standards and therefore qualify for this Program.
- Check the stove model against the U.S. EPA list of current and historically certified wood stoves found on the [List of EPA Certified Wood Stoves](https://www.epa.gov/compliance/list-epa-certified-wood-stoves).<sup>4</sup>
- Check the back of the stove for a certification label. Stoves which do not have any label describing particulate matter emission standards qualify for this Program. Wood stoves certified by the U.S. EPA to comply with the particulate emission standards are not eligible for this Program. These stoves will have a label permanently affixed to them stating that the stove is certified to comply with 1988, 1990, 2015, or 2020 standards.

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

### Replacement Device

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

- U.S. EPA certified wood or pellet stove / insert. New EPA certified wood and pellet stoves / inserts must meet Step 2 standards with a 2.0 grams per hour emission rate.
- Natural gas home heating device;
- Propane gas home heating device;
- Electric home heating device, or;
- Ductless mini-split heat pump.

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

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

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

### **III. Voucher Amounts**

#### Enhanced Incentive Vouchers

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Applicants that are eligible for Enhanced Vouchers will receive a voucher that will cover all eligible project costs up to a maximum of **\$5,000**. Designer upgrades and work not necessary for the safe operation of the new device will not be considered. Eligible project costs include the cost of the new device including sales tax, installation including any parts, materials, permits, or labor required for the safe and legal installation of the device and disposal of the old stove or insert. All eligible costs must be supported by appropriate documentation. The Installer will be required to provide a base estimate for the installation of a basic model that will be safe, clean-burning, and efficient. Upgrades above the base estimate will be paid by the Applicant. Districts will pay the Retailer the approved incentive amount. Any additional balance due will be paid by the Applicant.

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

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

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

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

Applicants with household incomes between 60 and 80 percent of MHI do not typically qualify for the programs listed above. Therefore, to qualify for the Low Income Qualified Voucher, the Applicant will have to demonstrate their income eligibility directly to the District. This could be accomplished by presenting pay stubs, tax returns, or income statements for each person living in the residence and, if qualifying using the HCD low-income limits, reporting the number of people in the household. Currently under MHI, any household with income not exceeding \$53,735 is considered low-income. The HCD low-income limits vary depending on the county and household size. See footnotes on page 2.

## Standard Incentive Vouchers

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Applicants not eligible for the Enhanced Voucher will be eligible for a Standard Incentive Voucher valued at **\$1,000**. The voucher may be used towards eligible project costs.

### IV. Recordkeeping and Reporting

CAPCOA and the Districts will be responsible for reporting and recordkeeping. All reports must be consistent with the quantification methodologies<sup>5</sup> and reporting guidance<sup>6</sup> developed by CARB and the requirements established in these Program Guidelines. Some reported project information will be publicly available on the CARB website, including the amount of funding that is being spent on projects that benefit disadvantaged communities, low-income communities, and low-income households.

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

- Tracking number for each device;
- Location of replaced device;
- Incentive amount and, if applicable, verification that Applicant qualifies for an Enhanced Incentive based on the location of the property in a disadvantaged or low-income census tract or Applicant's household income;
- Criteria the project meets for benefiting a disadvantaged community, low-income community, or low-income household and description of how the project meets a community need;
- Type of wood stove being replaced;
- Replacement device type and model;
- Quantity of wood burned annually before replacement;
- Replacement device emission rates and efficiency (if available);
- Installation date;
- Verification of destruction of uncertified stove (including recycling if available locally) or where applicable, verification of rendering fireplace and chimney permanently inoperable;
- Verification that the resident was trained on following best practices in wood storage, wood burning for residential space heating, and device maintenance requirements of a new device;
- GGRF dollars spent;
- Information on jobs and training opportunities created and whether employees are residents of disadvantaged or low-income communities or low-income households.

The District will periodically report to either CARB or CAPCOA, depending on direction from CARB. Project data are reported during each semi-annual reporting cycle. The reporting cycles cover December 1 through May 31 and June 1 through November 30. The reports are due to CARB on June 1 and December 1. Districts shall submit an initial Project report called Awarded Report upon entering into a Project agreement with CARB. At this stage, Districts must submit data with Project details and expected benefits. This report is submitted

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<sup>5</sup> Available at [www.arb.ca.gov/cci-quantification](http://www.arb.ca.gov/cci-quantification)

<sup>6</sup> Available at [www.arb.ca.gov/cci-fundingguidelines](http://www.arb.ca.gov/cci-fundingguidelines).

once during the first reporting cycle after signing the Agreement in a format agreed upon between the CARB Program Liaison and the District. The District shall submit Implementation Reports each reporting cycle. The Implementation Reports shall be provided in a format agreed upon between the CARB Program Liaison and the District and will contain information on each change-out completed during the reporting cycle. When the Project is complete, the Grantee shall submit a Project Closeout Report. The Project Closeout Report shall be provided in a format agreed upon between the CARB Program Liaison and the District. This report shall be submitted upon completion of the Project at the next reporting cycle.

Following receipt of funds, Districts will submit quarterly fiscal accounting reports (Fiscal Report) to CAPCOA detailing expenditure of funds by Grantee, including interest accrued on any Project funds received. The Fiscal Reports shall be provided in a format agreed upon between the CARB Program Liaison and the District and needs to include an itemized invoice of all expenditures incurred during the quarter.

The table below includes important reporting milestones.

Task	Milestone Description
1	Execute Grant Agreement ( <b>by April 1, 2020</b> )
2	Receive funds ( <b>by June 30, 2020</b> )
3	Submit "Awarded" Reports to CARB ( <b>June 1, 2020</b> )
4	Begin installations
5	Submit "Implemented" Reports ( <b>semi-annually</b> )
4	Submit "Fiscal" Reports ( <b>quarterly</b> )
5	Complete installations ( <b>by June 30, 2022</b> )
6	Submit "Closeout" report ( <b>by December 1, 2022</b> )
7	Submit "Project Outcome" Reports as requested by CARB

## V. Workflow

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

1. Prior to Program implementation, the District will train Participating Retailers and sign the Retailer Agreement.
2. The District will confirm that unawarded applicants from Year 1 are still interested in participating in the Program and mail the Year 2 Voucher Application Form to applicants that confirm interest. The District will also mail the Voucher Application Form to interested parties and place on the District's website.
3. Year 1 applicants and new applicants will need to complete a new Voucher Application Form and submit it along with a current photograph of their device to the District.
4. Applications will be accepted by mail, drop off, or email starting on a specific date and time.
5. District Staff will review the application for completeness. If the Applicant supplies personal financial information or information about enrollment with other low-income assistance programs to qualify for

an Enhanced Voucher, District Staff will review the documents to verify eligibility and return those documents to the Applicant. The District will not retain sensitive financial information regarding the Applicant. If such records are delivered to the District, District Staff will destroy or return sensitive financial information immediately after review for eligibility.

6. Vouchers will be issued in the order that applications are received, with an expiration date of four (4) weeks from issuance. Applications received prior to the starting date will not be considered for funding and will be returned to the applicant. Applications received after all available vouchers are issued will be placed on a waiting list.
7. Vouchers must be redeemed with a Participating Retailer within 4 weeks from issuance or they will be void and no longer valid. Voided vouchers will be re-issued to the waiting list. If there are no applications on the waiting list, the applicant with a voided voucher will be offered another voucher.
8. Vouchers will be accepted by Participating Retailers at the time of sale and applied as a discount. Retailers will notify the District of a sale once the customer has signed a contract or entered into a binding purchase agreement. Vouchers cannot be used as a rebate. The new device cannot be purchased prior to receiving the voucher.
9. Installation of the new device must be completed by a licensed contractor with a valid building permit within 90 days of purchase. The retailer / installer will complete the Voucher Tracking Form to track progress. When the old device is delivered to the recycler, the Recycler Certification Form will be completed.
10. Retailers will provide training to the applicant to ensure the new device is properly operated and maintained to maximize energy efficiency and achieve the lowest possible emission rates. The Acknowledgement of Training Form will be used to document the training requirement.
11. Retailers will be reimbursed by the District once the installation is complete, the replaced device is properly dismantled and recycled, and required documents are submitted to the District.
12. The District will submit the required documentation and reports to CAPCOA and retain all necessary Program information.

## **VI. Attachments**

1. Voucher Application Checklist Cover Letter
2. Voucher Application Form
3. Voucher
4. Retailer Checklist Cover Letter
5. Voucher Tracking Form
6. Recycler Certification Form

7. Owner / Tenant Agreement for Rental Properties
8. Retailer Agreement
9. Acknowledgement of Training Form

## **VII. APCO Approval**

This workplan version was approved by the Air Pollution Control Officer:

Christopher D. Brown, AICP  
July 9, 2020

# Woodsmoke Reduction Program VOUCHER APPLICATION PACKET



## Woodsmoke Reduction Program Voucher Application Packet

Staff contact: Sondra Spaethe, 530-634-7659 ext. 210  
[sspaethe@fragmd.org](mailto:sspaethe@fragmd.org)

**Applications will be accepted beginning 8 am on Thursday August 13, 2020**

### IMPORTANT CHECKLIST

**You must provide the following in order for your application to be accepted:**

- ☐ Photograph of your old wood-burning device – the one being replaced (currently installed in the home and operational). If installing an insert into an open-hearth fireplace, also include a photo of wood storage area.
- ☐ Complete all entries on application
- ☐ Sign application
- ☐ Return application to the District

**To qualify for an Enhanced Voucher, choose one (backup documentation required):**

- ☐ Project is located in a Low Income or Disadvantaged Community<sup>1</sup>
- ☐ Applicant participates in a Low Income program (WIC, CARE, LIHEAP)
- ☐ Low Income Household (household income below \$53,735 or below California Dept. of Housing and Community Development low-income limits). Documented with pay stubs, tax returns or an income statement from the employer of every person in the household is required. The District will contact you to collect this information, please do not mail or email this information with your application.

**Additional form required if the wood-burning device is located within a rental home:**

- ☐ Owner / Tenant Agreement

<sup>1</sup> <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/lowincomemapfull.htm>

# WOODSMOKE REDUCTION PROGRAM VOUCHER APPLICATION FORM



## HOW THE VOUCHER PROGRAM WORKS

1. The Air Quality Management Districts and Air Pollution Control Districts (District) of Butte, Colusa, Glenn, Nevada, Plumas, Shasta, Sierra, Sutter, Tehama, and Yuba counties are offering vouchers to replace non-EPA certified wood stoves, fireplace inserts, or open-hearth fireplaces **used as a primary source of heat** with new, cleaner burning devices. The new device may be an EPA certified wood or pellet stove / insert, a natural gas or propane heating device, an electric heating device, or a ductless mini-split heat pump.

Applications for rebate vouchers will be accepted until project dollars are depleted. **Please include a photo of the currently installed older stove, fireplace insert, or fireplace.** The completed applications must be signed by the homeowner (and tenant if applicable) and submitted to the District of the county in which the device is located.

2. The Standard Voucher is valued at **\$1,000**. Please be aware that the Standard Voucher amount **will not** cover the entire cost of the new EPA certified device, installation, required permits and any code upgrades that may be required.
3. The Enhanced Voucher is valued at up to **\$5,000**. Applicants are eligible for an Enhanced Voucher if the project is in a [Low Income or Disadvantaged Community](#)<sup>1</sup> or if the applicant participates in a Low Income program (WIC, CARE, LIHEAP), or if the household income is below \$53,735. The applicant must bring supporting documents for District review when submitting the application.
4. The program is available to both homeowners and tenants. In the case of rental properties, formal approval from the property owner will be required as part of the application.
5. The applicant may redeem the voucher from Participating Retailers only. The voucher must be redeemed within four (4) weeks from the date of issuance. The voucher expiration date may be extended at the discretion of the District. Standard Vouchers will be applied as an instant rebate off the total price of the stove. The applicant will schedule an in-home estimate with a Participating Retailer. The Retailer will verify the stove's eligibility and present an estimate to the Applicant. **No retroactive rebates are allowed.**
6. New devices must be safe, basic model professionally installed by a licensed installer in accordance with local fire and building codes. A building permit must be obtained prior to installation of the new device if required by the town, city, or county building department. No do-it-yourself installations are allowed under this program. Installations must occur within ninety (90) days of voucher redemption. The installation expiration date may be extended at the discretion of the District.
7. Older stoves that were replaced through the program must be permanently removed from service and surrendered to the participating retailer, who will render them inoperable and coordinate their disposal and recycling. The participating retailer will take a photo of the older stove prior to removing it and upon its destruction, and will also take a photo of the replacement stove after it is installed.
8. Participating retailers and/or their licensed installers will provide training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance.
9. This voucher program was supported by the California Climate Investments (CCI) Program. This voucher program is subject to state requirements and agreements with the California Air Resources Board (CARB).

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<sup>1</sup> <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/lowincomemapfull.htm>

## **HOW TO APPLY**



All sections of the Voucher Application Form (pages 3 and 4) must be completed. A copy should be retained by the Applicant for their records. The voucher program is not responsible for materials lost by mail. Please review the program terms prior to signing below. Submit your completed application with attachments by email, mail, or hand delivery to the Air District for the county in which the home with the device is located.

County	Air District	Mailing Address	City, ZIP	Email
Butte	Butte County AQMD	629 Entler Avenue #15	Chico, 95928	<a href="mailto:jmandly@bcaqmd.org">jmandly@bcaqmd.org</a>
Colusa	Colusa County APCD	100 Sunrise Blvd. #F	Colusa, 95932	<a href="mailto:cryan@countyofcolusa.com">cryan@countyofcolusa.com</a>
Glenn	Glenn County APCD	720 N Colusa Street	Willows, 95988	<a href="mailto:asmith@countyofglenn.net">asmith@countyofglenn.net</a>
Nevada	Northern Sierra AQMD	200 Litton Drive #320	Grass Valley, 95945	<a href="mailto:saml@myairdistrict.com">saml@myairdistrict.com</a>
Plumas	Northern Sierra AQMD	200 Litton Drive #320	Grass Valley, 95945	<a href="mailto:saml@myairdistrict.com">saml@myairdistrict.com</a>
Shasta	Shasta County AQMD	1855 Placer Street Suite 101	Redding, 96001	<a href="mailto:airquality@co.shasta.ca.us">airquality@co.shasta.ca.us</a>
Sierra	Northern Sierra AQMD	200 Litton Drive #320	Grass Valley, 95945	<a href="mailto:saml@myairdistrict.com">saml@myairdistrict.com</a>
Sutter	Feather River AQMD	541 Washington Avenue	Yuba City, 95991	<a href="mailto:fragmd@fragmd.org">fragmd@fragmd.org</a>
Tehama	Tehama County	1834 Walnut Street	Red Bluff, 96080	<a href="mailto:lmann@tehcoapcd.net">lmann@tehcoapcd.net</a>
Yuba	Feather River AQMD	541 Washington Avenue	Yuba City, 95991	<a href="mailto:fragmd@fragmd.org">fragmd@fragmd.org</a>

Personal information given to the district is done so voluntarily and will only be used to verify or validate eligibility for the Woodsmoke Reduction Program. Documents containing personal information to demonstrate low-income eligibility should either be hand delivered or mailed to the Air District. After eligibility has been determined, such documentation will be returned or destroyed. The District cannot guarantee the security of personal information transmitted by e-mail, fax or delivered through a third party.

## **VOUCHER APPLICATION FORM**

### **Applicant Information:**

Name \_\_\_\_\_

Physical Home Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

☐ Primary Residence

☐ Long-term Rental

☐ Other \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email (if available): \_\_\_\_\_

### **Existing Wood Burning Device:**

Make/Model: \_\_\_\_\_ Year Manufactured/Age: \_\_\_\_\_

☐ I have included a photograph of my old device to be replaced

My old device is a (check one):

☐ Non-certified freestanding woodstove

☐ Non-certified woodstove insert

☐ Open hearth fireplace (please include photo of wood-storage area)

New device to be installed (check one):

☐ EPA certified\* wood-burning stove / insert

☐ EPA certified\* pellet stove / insert

☐ Natural gas ☐ Propane ☐ Electric

☐ Ductless mini-split heat pump

\*New EPA certified wood and pellet stoves / inserts must meet Step 2 standards with a 2.0 grams per hour emission rate. Participating Retailers will assist with offering compliant devices.

### **Incentive Level:**

☐ Standard Incentive: \$1,000

☐ Enhanced Incentive: up to \$5,000 (indicate qualification below – backup documentation required)

☐ Located in a Low Income or Disadvantaged Community (see link to map on page 1)

☐ Proof of participation in a federal or state income assistance program (WIC, CARE, LIHEAP)

☐ Household income less than \$53,735 annually

### **Additional Information:**

1. In a typical heating season, how many cords of wood do you typically burn? \_\_\_\_\_

2. Is your current device used as a primary source of heat (>50% winter use)? ☐ Yes ☐ No

#### **District Use Only**

Application #:

Low Income Status Verified By:

Date Received:

Verified by District Staff: \_\_\_\_\_ Date: \_\_\_\_\_

Low Income Documentation Was: \_\_\_\_\_ Returned \_\_\_\_\_ Destroyed

**VOUCHER APPLICATION FORM (continued)**  
**APPLICANT CERTIFICATION:**

I certify the following:

- a. I understand that only a currently installed and operating non-EPA certified wood burning devices used as a primary source of heat is eligible to be replaced under this program.
- b. I understand that participants are limited to receiving one (1) rebate voucher per address.
- c. I understand that applications are processed in the order they are received. Rebates will be distributed on a first-come, first-served basis. Funding is limited; rebates are not guaranteed. The voucher will only be valid for four (4) weeks from the date of its issuance. No retroactive rebates are available. Voucher expiration date may be extended at the discretion of the District.
- d. I understand that applications may only be accepted for devices located in Butte, Colusa, Glenn, Nevada, Plumas, Shasta, Sierra, Sutter, Tehama, and Yuba counties of California.
- e. I understand that if I qualify, I will receive a voucher and a current list of Participating Retailers who will honor the voucher if it is submitted by the expiration date written on the voucher.
- f. The participating retailer who installs the new device is responsible for properly dismantling and disposing of the old device.
- g. If I choose to replace a device with funds from this program, I will make a commitment to purchase a device from a Participating Retailer within the four (4) week period and authorize the retailer to forward to the District a notification of the purchase agreement, with verification that my existing wood burning device is not EPA-certified.
- h. I understand that devices purchased with funds from this program will be professionally installed by a licensed installer and that there may be additional costs for installation including a permit from my community for installation. Installations must comply with all local fire and building codes. The installation must be coordinated and certified by the Participating Retailer and must be completed within ninety (90) days of redeeming the voucher. Installation expiration date may be extended at the discretion of the District.
- i. I understand that I am responsible to pay the retailer for the purchase price of my new device, less the voucher amount. I also understand that I am responsible for paying for any upgrades beyond a safe, basic model.
- j. I understand that I will forfeit my voucher if I provide the District with false information or fail to obtain any required permit or if the required information is not submitted to the District prior to the expiration date listed on the voucher.
- k. The District does not warranty any devices purchased under this voucher program, including, but not limited to, the quality or functionality of the device.
- l. I understand that proper wood burning practices (e.g., burning only dry, seasoned wood) and proper stove installation and operation (e.g., maintaining a hot fire) are critical to the effectiveness of my new device. I further agree to receive training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance from the Participating Retailer or installer.
- m. I understand that the District and the State of California may inspect all work and associated records with 30-day advanced notice.
- n. Applications will be treated in accordance with Public Records Act requirements. Certain information, subject to those requirements, may be publicly disclosed.

**Applicant Name (Print):** \_\_\_\_\_

- ☐ Owner      ☐ Tenant  
☐ Owner of Rental Property

**Applicant/Owner Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Feather River Air Quality Management District Woodsmoke Reduction Program Voucher



Voucher Type: ☐ Standard Voucher (\$1,000) ☐ Enhanced Voucher (up to \$5,000)

For District Use Only			
Voucher #		Date Issued	
Amount		Expiration Date*	

Customer Name & Address

Customer Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\*Voucher must be **redeemed** within four (4) weeks of date of issue.

To be Completed by the retailer and returned to the Feather River AQMD

Retailer Name:	Phone Number:
Customer Name:	Phone Number:
Customer Address:	
City, State, Zip:	
Date of Sale:	
<b>Retailer Signature:</b>	<b>Date:</b>
Existing Device Information (Make, Model, Serial Number, and type such as uncertified wood stove or insert)	
Manufacture Date of Device Replaced (year)	

For District Use Only

## Voucher Disclaimer

- The value of the Standard Voucher is \$1,000 or up to \$5,000 for the Enhanced Voucher to cover eligible project costs.
- Eligible project costs include the cost of the new device including sales tax, installation including any parts, materials, permits or labor required for the safe and legal installation of the device and disposal of the old stove or insert. The new device is expected to be a **basic model** that will be safe, clean-burning, and efficient.
- This Voucher is valid for the following:
  - Replacement of a non-certified wood stove/insert or open hearth fireplace used as a primary source of heat with an EPA certified wood or pellet stove / insert, natural gas or propane stove / insert, electric stove / insert, or ductless mini-split heat pump. New EPA certified wood and pellet stoves / inserts must meet Step 2 standards with a 2.0 grams per hour emission rate. Participating Retailers will assist with offering compliant devices.
- The primary residence or long-term rental home must be located within Yuba or Sutter County.
- This Voucher cannot be redeemed by the applicant for cash. It only can be used in conjunction with the purchase of a new qualified device from a Participating Retailer. A Voucher given to a non-participating retailer shall not be accepted and the Voucher amount will not be honored by the District.
- The Voucher is not valid until signed by the customer.
- This Voucher must be given to the Participating Retailer at the time of purchase of the new appliance. If you do not provide the original voucher to the Participating Retailer at the time of purchase, the Participating Retailer will not be obligated to give you the discount at the time of purchase or at a later time.
- Funding for the Voucher is first come, first served. The voucher will only be valid for four weeks from date of issuance.
- The device must be installed by a licensed Installer, **not** the Home Owner.
- This Voucher will be forfeited if false information is provided to the District or if the required information is not submitted to the Feather River Air Quality Management District prior to the expiration date listed on the Voucher.
- This voucher program is supported by the California Climate Investments (CCI) Program.

# Woodsmoke Reduction Program RETAILER PACKET



Staff contact: Sondra Spaethe 530-634-7659 ext 210  
[sspaethe@fraqmd.org](mailto:sspaethe@fraqmd.org)

## IMPORTANT CHECKLIST

You must provide the following in order to receive reimbursement:

- ☐ Signed Original Voucher
- ☐ Voucher Tracking Form
- ☐ Recycler Certification Form
- ☐ Acknowledgement of Training Form
- ☐ Pre and Post Installation Photos
- ☐ Copy of In-home Estimate
- ☐ Copy of Final Invoice
- ☐ Building Permit & Proof of Final Permit Inspection

# WOODSMOKE REDUCTION PROGRAM VOUCHER TRACKING FORM



This form is to be completed by the Participating Retailers and sent to:  
Feather River AQMD  
541 Washington Avenue, Yuba City CA 95991  
fraqmd@fraqmd.org

Date: \_\_\_\_\_ Voucher #: \_\_\_\_\_ Building Permit #: \_\_\_\_\_  
Customer's Name: \_\_\_\_\_ HUD Permit? ☐ Yes ☐ No

## **New Device**

Manufacturer: \_\_\_\_\_ Emissions Rate (g/h): \_\_\_\_\_

Model: \_\_\_\_\_ Heating Efficiency (%): \_\_\_\_\_

New Stove Type: ☐ Wood (catalytic) ☐ Wood (non-catalytic) ☐ Pellet  
☐ Natural Gas ☐ Propane ☐ Electric ☐ Ductless mini-split heat pump

Retailer Name: \_\_\_\_\_ Phone: \_\_\_\_\_

## **Installation**

Name of Licensed Installer: \_\_\_\_\_ License #: \_\_\_\_\_

Date Work Completed: \_\_\_\_\_ License Class: \_\_\_\_\_

## **Old Non-EPA Certified Wood Stove**

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Year Manufactured / Approximate Age (years): \_\_\_\_\_

Please initial the following statement:

I certify that the old device was **not** EPA-certified. \_\_\_\_\_ Yes

I certify that the old device was in working condition prior to replacement. \_\_\_\_\_ Yes

I certify that the installed device was new and EPA-certified (if wood). \_\_\_\_\_ Yes

I certify that the applicant received training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance. \_\_\_\_\_ Yes

**Recycling (for Replacement Projects):**

Residence where stove was removed from:

Customer: \_\_\_\_\_

Address: \_\_\_\_\_

Name of person delivering old stove to recycler: \_\_\_\_\_

Please initial the following statements as proof of completion:

I certify that the old wood stove has been removed from the residence. \_\_\_\_\_ Yes

I certify that the old wood stove's doors have been removed and hinges destroyed prior to the stove's release to a recycling facility: \_\_\_\_\_ Yes

I certify that the old wood stove has been released to a recycling facility and that the stove is to be destroyed (recycler to sign Recycler Certification Form): \_\_\_\_\_ Yes

\*\*\*\*\*

I certify that the information contained on this tracking form is accurate and the form is completely filled out. I am a Participating Retailer and agree that I must meet the program requirements in order to receive reimbursement from the Butte County Air Quality Management District, in Chico, California. This form must be submitted with **ALL** sections completed along with the completed voucher, a copy of the in-home estimate and final invoice, recycler certification form, acknowledgement of training form, building permit with proof of final inspection, and photograph of stove **prior** to removing it **AND** of newly installed hearth appliance in order to receive reimbursement.

Name of Participating Retailer Representative: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

To assure quick processing, please make sure you send all items listed.

**Checklist:**

- ☐ Voucher signed and enclosed
- ☐ Pre and post installation photos
- ☐ Copy of in-home estimate
- ☐ Copy of final invoice
- ☐ Recycler Certification Form
- ☐ Acknowledgement of Training Form
- ☐ Your signature (on this form)
- ☐ Building Permit w/ Proof of Final Inspection

Mail or email original documents to:  
Woodsmoke Reduction Grant Program  
Feather River Air Quality Management District  
541 Washington Avenue  
Yuba City, CA 95991

# WOODSMOKE REDUCTION PROGRAM RECYCLER CERTIFICATION FORM



Voucher Number: \_\_\_\_\_

Name of Homeowner: \_\_\_\_\_

Home Address: \_\_\_\_\_

.....

## For Completion by Recycler:

Date: \_\_\_\_\_

Make and Model # of Stove delivered for recycling:

\_\_\_\_\_  
I certify that this stove was delivered to:

\_\_\_\_\_  
Name of Recycler

and will be destroyed, rendered usable only as scrap and recycled.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

.....

# WOODSMOKE REDUCTION PROGRAM OWNER/TENANT AGREEMENT



**Parties:** This Owner/Tenant Agreement (Agreement) is for services between

Current Tenant: \_\_\_\_\_

and the

Owner: \_\_\_\_\_

concerning the real property located at

\_\_\_\_\_

Address

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip Code

**Grant Award:** The subject matter of this Agreement is the Woodsmoke Reduction Program. This voucher is available to Owner/Tenants for the replacement of a non-EPA certified wood burning device that is currently in operation and used as a primary source of heat with an EPA certified wood or pellet stove, wood or pellet insert, gas heating device, electric heating device, or ductless mini-split heat pump.

Whereas Owner and Tenant recognize the need for replacing a non-EPA certified wood burning devices with an EPA certified device to provide more efficient heating and less emissions into the home and the community.

Whereas Owner and Tenant desire to cooperate in participating in the Woodsmoke Reduction Program using funds from the California Climate Investments.

Now, therefore, Owner and Tenant agree as follows:

1. To allow District-approved Participating Retailers and their licensed Installers into the property noted above for inspection, estimate, installation and permitting. This includes allowing photos to be taken of the old, non-EPA certified device before removal and photos of the new EPA certified device after installation.
2. The Owner shall not raise the rent of the unit for a period of two (2) years or evict the unit's resident because of increased value of the unit due solely to the newly installed device.
3. Either Owner or Tenant may complete an application for the Woodsmoke Reduction Program. Both parties must review the application and agree to the items on page 3 "Applicant Certification." Submission of an application does not guarantee funding.
4. The Tenant shall not take possession of the device upon vacating the real property noted above. The new EPA certified device must stay with the property and belongs to the owner.
5. The Tenant agrees to receive training on proper wood storage and wood burning practices (if applicable) and device operation and maintenance from the Participating Retailer or licensed Installer.

I hereby certify that I understand the conditions and requirements for participation in the District's Woodsmoke Reduction Program and agree to fulfill the requirements and comply with the conditions in this agreement. I understand that if any documents are incomplete or falsified, I will be disqualified from the program.

The undersigned represent that they have the authority of their respective parties to execute this Agreement.

Signature Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

Signature Owner: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title

Owner's Mailing Address:

\_\_\_\_\_  
Address City State Zip Code

# WOODSMOKE REDUCTION PROGRAM RETAILER AGREEMENT



**Parties:** This Retailer Agreement (“Agreement”) is for services between Air Quality Management Districts and Air Pollution Control Districts as listed below (“DISTRICTS”), and

(hereinafter called “Subrecipient”), effective as of the last date indicated below.

**Subject Matter:** The subject matter of this Agreement is the Woodsmoke Reduction Program. Detailed services to be provided by the Subrecipient pursuant to this Agreement are described in Attachment A, which is incorporated by reference herein.

**Maximum Amount:** In consideration of the services to be performed, the DISTRICTS agrees to pay Subrecipient, in accordance with the payment provisions specified in Attachment A, a sum not to exceed \$1,000 per Standard Voucher; or no greater than \$5,000 towards eligible project costs for Enhanced Vouchers.

**Agreement Term:** The period of Subrecipient’s performance shall begin upon date of execution, signified by the date of signature by the DISTRICTS, and end on or before June 30 2022 or, if earlier, the date on which all project dollars are spent.

**Amendment:** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the DISTRICTS and Subrecipient. Any request for an amendment to this Agreement must be made in writing at least thirty (30) days prior to the end date of this Agreement or the request may be denied.

**Cancellation:** This Agreement may be cancelled by any party by giving written notice to the other at least 30 days in advance; provided, however, that individual DISTRICTS may terminate this Agreement within the jurisdiction of their District immediately for reasons stated in the Woodsmoke Reduction Program (Program) Retailer Provisions, incorporated by reference herein.

**Contact persons:**

**Subrecipient (Retailer) Name:** \_\_\_\_\_

**Subrecipient Program Contact:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_

**Subrecipient Fiscal Contact:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City/St/Zip: \_\_\_\_\_

**Attachments:**

This agreement also consists of the following attachment(s) that are incorporated herein:

- ☐ Woodsmoke Reduction Program Retailer Provisions
- ☐ Voucher Tracking Form
- ☐ Recycler Certification Form
- ☐ Acknowledgement of Training Form

I hereby certify that I understand the conditions and requirements for participation in the Woodsmoke Reduction Program and agree to fulfill the requirements and comply with the conditions in this agreement that I am entering into with the DISTRICTS.

\_\_\_\_\_  
Signature Subrecipient

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Northern Sierra Air Quality Management District

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Feather River Air Quality Management District

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Colusa County Air Pollution Control District

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Glenn County Air Pollution Control District

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Tehama County Air Pollution Control District

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Butte County Air Quality Management District

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Shasta County Air Quality Management District

Date: \_\_\_\_\_



<b><u>Northern Sierra Program Contact:</u></b> Name: Sam Longmire Phone: 530-274-9360 E-mail: <a href="mailto:sam@myairdistrict.com">sam@myairdistrict.com</a> Fax: 530-274-7546	<b><u>Northern Sierra Fiscal Contact:</u></b> Name: Joe Fish Phone: 530-274-9360 ext. 103 E-mail: <a href="mailto:joe@myairdistrict.com">joe@myairdistrict.com</a> Fax: 530-274-7546
<b><u>Feather River Program Contact:</u></b> Name: Sondra Spaethe Phone: 530-634-7659 ext 210 E-mail: <a href="mailto:sspeathe@fragmd.org">sspeathe@fragmd.org</a> Fax: 530-634-7660	<b><u>Feather River Fiscal Contact:</u></b> Name: Lu Ann McKenzie Phone: 530-634-7659 ext. 204 E-mail: <a href="mailto:lmckenzie@fragmd.org">lmckenzie@fragmd.org</a> Fax: 530-634-7660
<b><u>Colusa Program Contact:</u></b> Name: TJ Gomez Phone: 530-458-0590 E-mail: <a href="mailto:tgomez@countyofcolusa.org">tgomez@countyofcolusa.org</a> Fax: 530-458-5000	<b><u>Colusa Fiscal Contact:</u></b> Name: Renee McCormick Phone: 530-458-0590 E-mail: <a href="mailto:rmccormick@countyofcolusa.org">rmccormick@countyofcolusa.org</a> Fax: 530-458-5000
<b><u>Glenn Program Contact:</u></b> Name: Ian Ledbetter Phone: 530-934-6500 E-mail: <a href="mailto:iledbetter@countyofglenn.net">iledbetter@countyofglenn.net</a> Fax: 530-934-6503	<b><u>Glenn Fiscal Contact:</u></b> Name: Dana Owens Phone: 530-934-6500 E-mail: <a href="mailto:dowens@countyofglenn.net">dowens@countyofglenn.net</a> Fax: 530-934-6503
<b><u>Tehama Program Contact:</u></b> Name: Lisa Mann Phone: 530-527-3717 ext. 103 E-mail: <a href="mailto:lmann@tehcoapcd.net">lmann@tehcoapcd.net</a> Fax: 530-527-0959	<b><u>Tehama Fiscal Contact:</u></b> Name: Terrie Brians Phone: 530-527-3717 ext. 100 E-mail: <a href="mailto:tbrians@tehcoapcd.net">tbrians@tehcoapcd.net</a> Fax: 530-527-0959
<b><u>Butte Program Contact:</u></b> Name: Jason Mandly Phone: 530-332-9400 x108 E-mail: <a href="mailto:jmandly@bcaqmd.org">jmandly@bcaqmd.org</a> Fax: 530-332-9417	<b><u>Butte Fiscal Contact:</u></b> Name: Robyn Sousa Phone: 530-332-9400 E-mail: <a href="mailto:rsousa@bcaqmd.org">rsousa@bcaqmd.org</a> Fax: 530-332-9417
<b><u>Shasta Program Contact:</u></b> Name: Molly Yeager Phone: 530-225-5674 E-mail: <a href="mailto:airquality@co.shasta.ca.us">airquality@co.shasta.ca.us</a> Fax: 530-225-5237	<b><u>Shasta Fiscal Contact:</u></b> Name: Molly Yeager Phone: 530-225-5674 E-mail: <a href="mailto:airquality@co.shasta.ca.us">airquality@co.shasta.ca.us</a> Fax: 530-225-5237

## **Woodsmoke Reduction Program - Retailer Provisions**

1. Inform the Customer about Program requirements and timelines.
2. Verify the old device is eligible for the Program.
3. Conduct an in—home estimate for the installation of a basic model that will be safe, clean-burning, and efficient, note upgrades above base estimates on the estimate, and provide to the customer. Eligible costs include:
  - a. Cost of the new basic model device including sales tax.
  - b. Installation of the new device including any parts, materials, or labor required for the safe and legal installation of the new device.
  - c. Removal and disposal of the old stove or insert. The old stove should still be operational prior to the in-home estimate (no retroactive projects allowed).
  - d. If residence does not have a functional smoke and carbon monoxide detectors, the purchase and installation of new detectors.
  - e. If the existing fireplace is structurally sound, the purchase and installation of a fireplace insert utilizing wood, pellets, natural gas, propane, or electricity. If fireplace lacks structural integrity, the purchase of a free-standing home heating device.
  - f. Designer upgrades and work not necessary for the safe operation of the new device will not be considered.
4. Accept the voucher from the customer and apply the voucher value as a discount towards the purchase price of the device.
  - a. Standard Vouchers are valued at \$1,000.
  - b. Enhanced Vouchers are valued up to \$5,000 for eligible costs.
5. Notify the District no later than the expiration date on the voucher once the customer has signed a contract or entered into a binding agreement to purchase a new appliance. Do not take a voucher from a customer if the customer does not sign a contract or enter into a binding agreement to purchase a new appliance.
6. Ensure that all new wood-burning devices be EPA-certified. Prior to May 15, 2020, new EPA certified wood and pellet stoves / inserts must meet Step 1 or Step 2 standards with a 2.0 grams per hour emission rate. After May 15, 2020, new EPA certified wood and pellet stoves / inserts must meet Step 2 standards with a 2.0 grams per hour emission rate.
7. Consider providing an additional discount at the time of sale to the purchase price of the EPA-certified device.
8. Complete and sign the Woodsmoke Reduction Program voucher provided by the customer for each replaced device (i.e. uncertified wood stove/insert). Make sure to include the manufacturer, model and serial number for each wood stove/insert removed or replaced and also for the new replacement device.
9. Remove the uncertified wood stove/insert from the residence and properly dispose of it by delivering it to a recycling facility. If present, make sure to remove the refractory material from the wood device before delivering it to the recycler.
10. Complete and submit to the District a Recycler Certification form for each uncertified stove/insert. The Recycler Certification form must be signed indicating that the stove will be destroyed and recycled.
11. Provide information to homeowner or tenant on new device operation and maintenance, and proper wood burning practices. Please have the homeowner or tenant sign an Acknowledgement of Training form.
12. Submit to the District completed paperwork with an original invoice for reimbursement. Invoices submitted to the District without the required paperwork are not payable (No Exceptions). All paperwork must be submitted to the District within thirty (30) days of completing the installation of the device. The following paperwork must be submitted with invoice:
  - a. Original Voucher completely filled out and signed with all required information showing that the work has been completed. Copies of the voucher will not be accepted.
  - b. Copy of in-home estimate provided to homeowner.
  - c. Copy of purchase invoice – The purchase invoice shall show the voucher, retailer, and manufacturer's discounts as line items. The purchase invoice must be signed by the customer and list the manufacturer and the type of device purchased.
  - d. Voucher Tracking Form & Acknowledgement of Training Form.
  - e. Building Permit and proof of final building permit inspection.
  - f. Recycler Certification form, if replacing or removing a wood stove/insert.
  - g. Two photos, one showing the replaced or removed device and one showing the installed device.

13. As a Participating Retailer, I understand that the District will not reimburse me for expired vouchers.
14. As a Participating Retailer, I understand that it is my responsibility to ensure that all installations are done in accordance with any applicable city, town or county codes and/or ordinances including but not limited to, ensuring that all necessary building permits are obtained as required.
15. As a Participating Retailer, I understand that installers must be properly licensed with an active C-61 (D34 Prefabricated Equipment Contractor) license or C-20 license issued by the California Contractors State Licensing Board to install the new device. A B-license contractor is allowed to install listed heating equipment if the installation was part of a larger project that included at least two unrelated trades. Framing and carpentry does not count towards the count of unrelated trades. Without performing additional trades or holding additional license, a B-contractor would be required to subcontract with an individual holding a C-61/D34 or C-20 license. I also understand that Installers must have a minimum of three (3) years of experience installing home heating devices to manufacturer specifications.
16. As a Participating Retailer, I understand that the District assumes no responsibility or liability for the removal of appliances, the purchase and installation of replacement appliances or any other element of the replacement process. I agree to indemnify, defend, and hold harmless District and its employees, agents, and representatives against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of my performance under this Agreement, the removal of appliances, the purchase and installation of replacement appliances, and any other element of the replacement process.
17. As a Participating Retailer, I understand the insurance requirements necessary to participate in the Program. The insurance requirements are incorporated herein as an attachment to this Retailer Provisions document.
18. As a Participating Retailer, I agree to address and resolve unanticipated issues expeditiously with the District.
19. As a Participating Retailer, I understand that all installations must be completed no later than ninety (90) days after a voucher has been redeemed. If work cannot be completed due to unforeseen circumstances such as construction delays, I must obtain a written authorization from the District for an extension to complete the installation. Any vouchers submitted after this date for refunds without prior authorization from the District will not be accepted by the District.
20. As a Participating Retailer, I agree to provide the District, the California Air Pollution Control Officer's Association (CAPCOA), and the State of California access to my facility and records to inspect for compliance with program requirements, if requested. I understand that the District will provide not less than two (2) calendar days notice prior to this inspection.
21. As a Participating Retailer, I understand the following: This Program involves funding from the state and, as a consequence, retailers, installers, and any subcontractors shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Program including but not limited to the following: Retailers and their employees, representatives, and Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status; Retailers and Installers shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); and the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Program by reference and made a part hereof as if set forth in full. Retailers, by signing the Retailer Agreement, provide written notice of their obligations under this clause as required by law.
22. As a Participating Retailer, I fully understand that I will be removed from the program for not complying with the conditions and requirements of this Agreement.

# **Woodsmoke Reduction Program – Insurance Requirements**

## **1. General Provisions**

- a. Coverage Term: Installer/contractor insurance coverage shall be in force for the complete term of the project agreement. If insurance expires during the term of the project agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the project agreement
- b. Policy Cancellation or Termination and Notice of Non-Renewal: Installer/contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event installer/contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the project agreement upon the occurrence of such event, subject to the provisions of this Grant Agreement.
- c. Deductible: Installer/contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause: Any required insurance contained in the project agreement shall be primary, and not excess or contributory to any other insurance carried by the State.
- e. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the installer/contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance: Inadequate or lack of insurance does not negate the installer/contractor's obligations under the Agreement.
- h. Satisfying an SIR: All insurance required by this Grant Agreement or the project agreements must allow the State to pay and/or act as the installer/contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the installer/contractor's agent in satisfying any SIR is at the State's discretion.
- i. Available Coverages/Limits: All coverage and limits available to the installer/contractor shall also be available and applicable to the State.
- j. Subcontractors/Manufacturers: In the case of installer/contractor's utilization of subcontractors/manufacturers to completed the contracted scope of work, installer/contractor shall include all subcontractors/manufacturers as insured under installer/contractor's insurance or supply evidence of insurance to the State equal to policies, coverages, and limits required of installer/contractor.

## **2. Commercial General Liability**

Installer/contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured project agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the installer/contractor's limit of liability. The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

### **3. Automobile Liability**

Installer/contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

In the event that the installer/contractor does not have any commercially owned motor vehicles, a no-owned autos waiver must be completed and retained in district files. A sample waiver form is available upon request.

### **4. Workers' Compensation and Employers' Liability**

Installer/contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Installer/contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of \$1,000,000 are required. A sample form is available upon request. The policy must include:

“When work is performed on State owned or controlled property the Workers' Compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.”

In the event that the installer/contractor does not have any employees, a worker's compensation statement of exemption form must be completed and submitted to the District.

## WOODSMOKE REDUCTION PROGRAM ACKNOWLEDGEMENT OF TRAINING



The Program requires an educational component to ensure that the new home heating devices, particularly wood stoves, are properly operated and maintained to maximize energy efficiency and achieve the lowest possible emission rates. With proper burning techniques and properly seasoned wood, the amount of wood used could be significantly reduced. While a new wood stove typically pollutes less than an older one, user operation is important for achieving emission reductions. Districts are required to obtain verification of training.

Homeowner's or Tenant's name: \_\_\_\_\_

Address where new device was installed: \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

I certify that I received the owner's manual for my new device (please initial). \_\_\_\_\_ Yes

I certify that I received training from the Retailer/Installer on the operation of my new device per manufacturer instructions (please initial) \_\_\_\_\_ Yes

I certify that I received training from the Retailer/Installer on proper wood storage and wood burning practices (if applicable) (please initial) \_\_\_\_\_ Yes

**Signature (Homeowner/Tenant):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title (Homeowner/Tenant):** \_\_\_\_\_