

**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT**

**Headquarters**

**200 Litton Drive, Ste. 320**

**Grass Valley, CA 95945**

**(530) 274-9360/ FAX: (530) 274-7546**

**Gretchen G. Bennitt, APCO**

**Northern Field Office**

**257 E. Sierra Street, Suite E**

**Portola, CA 96122**

**(530)832-0102 FAX:(530) 832-0101**

**NORTHERN SIERRA**

**AIR QUALITY MANAGEMENT DISTRICT**

**BOARD OF DIRECTORS**

**REGULAR BOARD MEETING**

**MONDAY**

**August 27, 2018**

**1:00 p.m.**

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING

August 27, 2018

1:00 p.m.

**This meeting will be held at the following locations**

**(Site A) VIDEOCONFERENCE/TELEPHONE CONFERENCE**

Northern Sierra Air Quality Management District (Headquarters)

200 Litton Drive, Conference Room 316

Grass Valley, California

**(Site B) VIDEOCONFERENCE/TELEPHONE CONFERENCE**

Northern Sierra Air Quality Management District (Northern Office)

257 E. Sierra Street, Unit E

Portola, California

**(Site C) TELEPHONE CONFERENCE**

10879A Donner Pass Road, CONFERENCE ROOM

Truckee, California

**All items on the agenda may be acted upon by the Board of Directors. No action will be taken nor discussion held at the meeting on business not appearing on the posted agenda.**

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**I. Standing Orders:**

Call to Order.

Roll call and determination of quorum.

**II. Public Comment:** For items **NOT** appearing on the agenda and within the jurisdiction of the Board. The public may comment on Agenda items as they are discussed.

**III. Consent Calendar** These Items Are Expected to Be Routine and Noncontroversial. They Will Be Acted on By the Board at One Time Without Discussion. Any Board Member, Staff Member, or Interested Party May Request That an Item Be Removed From the Consent Calendar for Discussion.

**A.** Approval of regular meeting minutes – June 25, 2018

**IV. Administrative Report**

**A.** Proposed Adoption of the FY 2018-2019 Capital and Operating Budget

**B.** Ratify two separate Amendments to the Agreement between the California Air Resources Board and the District for additional Wood Smoke Reduction Program (woodstove changeout) Funding (\$67,500) and (\$45,000).

**C.** Ratify Increased Nox Remediation Measure grant agreement between the California Air Resources Board and the District (from \$35,106 to \$70,706).

- D. Ratify Carl Moyer Contract CMP 2018-02 between Pasquetti Livestock and Northern Sierra Air Quality Management District for \$46,016.43 to replace a tractor.
- E. Ratify Carl Moyer Contract CMP 2018-03 between Ace Welding and Northern Sierra Air Quality Management District for \$8,312.50 to replace a welder.
- F. Proposed Position Description for Accounting Technician/Administrative Assistant
- G. FY 2017-2018 End of Year Report and Proposed Final Budget Amendments to FY 2017-2018
- H. Transportation Subsidy of Green Waste to American Renewal Products – Proposed Pilot Program

#### **V. Director's Report**

- A. Status on Portola PM2.5 Nonattainment Area – include information that once again Portola is one of the five worst PM areas in the nation and we have qualified for a Target Grant – the amount has substantially increased.
- B. Woodsmoke Reduction Program - Status
- C. Status of Carl Moyer Grant Applicants

**VI. Concerns of Board** - The Board may at this time bring up matters it wishes to discuss at the next Board Meeting, as long as no discussions are conducted and no actions are taken, in compliance with the Brown Act.

**VII. Schedule next Meeting** – September 24, 2018 – Videoconference/Telephone

**VIII. Adjournment**

**PERSONS DESIRING TO ADDRESS THE BOARD**

Meetings of the Board of Directors shall be conducted by the Chairperson in a manner consistent with the policies of the District. The latest edition of Robert's Rules of Order, Revised shall also be used as a general guideline for meeting protocol. District policies shall prevail whenever they are in conflict with Robert's Rules of Order, Revised.

All Board meetings shall commence at the time stated on the agenda and shall be guided by same.

**PUBLIC COMMENT:**

Provisions for permitting any individual or group to address the Board concerning any item on the agenda of a special meeting, or to address the Board at a regular meeting on any subject that lies within the jurisdiction of the Board of Directors, shall be as follows:

Three (3) minutes may be allotted to each speaker and a maximum of fifteen (15) minutes to each subject matter;

No boisterous conduct shall be permitted at any Board meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the Chairperson, of that person's privilege of address.

No oral presentation shall include charges or complaints against any District employee, regardless of whether or not the employee is identified in the presentation by name or by another reference which tends to identify. All charges or complaints against employees shall be submitted to the Board of Directors under provisions contained in District Policy 1030.

Willful disruption of any of the meetings of the Board of Directors shall not be permitted. If the Chairperson finds that there is in fact willful disruption of any meeting of the Board, he/she may order the room cleared and subsequently conduct the Board's business without the audience present. In such an event, only matters appearing on the agenda may be considered in such a session.

After clearing the room, the Chairperson may permit those persons who, in his/her opinion, were not responsible for the willful disruption to re-enter the meeting room.

Duly accredited representatives of the news media, whom the Chairperson finds not to have participated in the disruption, shall be admitted to the remainder of the meeting.

Members of the public are given the opportunity to address the Board of Directors directly at each teleconference location.

**POSTING AGENDA:**

This agenda was posted at least 72 hours prior to the regular meeting at the following locations: Eric Rood Government Center in Nevada City, The Plumas County Courthouse in Quincy, the Litton Building in Grass Valley, the Plumas County Board of Supervisors Chambers in Quincy, Sierra County Courthouse Square in Downieville. **The agenda and board packet are available on-line prior to the Board Meeting at [www.myairdistrict.com](http://www.myairdistrict.com)**

**To:** Northern Sierra Air Quality Management District Board of Directors

**From:** Gretchen Bennitt, Air Pollution Control Officer

**Date:** August 27, 2018

**Agenda Item: III.A**

**Agenda Description:** Approval of regular meeting minutes – June 25, 2018

**Issues:**

The Minutes are attached for Board review/comment/approval.

**Requested Action:**

1. Approval of Regular meeting minutes from June 25, 2018

DISTRICT HEADQUARTERS

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**MINUTES**

**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING**

**June 25, 2018**

**1:00 p.m.**

**Northern Sierra Air Quality Management District (Northern Office)  
257 E. Sierra Street, Unit E  
Portola, California**

**Members Present:**

**Supervisor Adams (alternate)  
Supervisor Huebner  
Supervisor Sanchez  
Supervisor Thrall  
Supervisor Scofield  
Supervisor Anderson**

**Members Absent:**

**Supervisor Roen**

**I. Standing Orders:**

**Call to Order. Roll Call and Determination of Quorum.**

Chair Sanchez called the meeting to order at 1:00 P.M. A quorum was confirmed. Gretchen Bennett, APCO; Julie Ruiz, APCSII were also in attendance.

**II. Public Comment: For Items NOT Appearing on the Agenda and Within the Jurisdiction of the Board. The Public May Comment on Agenda Items As They Are Discussed. Both Teleconference Sites are Allowed an Opportunity for Public Comment.**

Chair Sanchez called for public comment. There was no public present.

**Item VI. was requested to be heard as the first Item of the Board meeting by Chair Sanchez.**

**Item VI. Closed Session - Pursuant to Government Code § 54956.9(d)(1), General Counsel is requesting a closed session to discuss the existing litigation case entitled *A.K. v. Northern Sierra Air Quality Management District*, WCAB No. ADJ10873431.**

Counsel, Alison Barratt-Green joined the meeting via telephone. Counsel announced closed session to be in session. Following the conclusion of the closed session, Counsel reported that nothing occurred in closed session that is required to be reported by law.

**III. Consent Calendar** These Items Are Expected to Be Routine and Noncontroversial. They Will Be Acted on By the Board at One Time Without Discussion. Any Board Member, Staff Member, or Interested Party May Request That an Item Be Removed From the Consent Calendar for Discussion.

**A. Approval of regular meeting minutes – March 26, 2018**

There was a motion to approve the consent calendar with this modification to the date by Supervisor Anderson. Supervisor Scofield seconded the motion. Supervisor Adams abstained. The motion was approved, with one abstention.

**IV. Administrative Report**

**A. Approval of the Term Renewal of Hearing Board Members; Tina Venable, Fred Hock and Tim Corkins**

There was a motion to approve the term renewals of the three Hearing Board members by Supervisor Scofield. Supervisor Huebner seconded the motion. The motion was unanimously approved.

**B. Public Hearing for District's FY 2018-2019 Capital and Operating Budget**

Chair Sanchez opened the public hearing for the budget. There were no public present. Chair Sanchez closed the public hearing for the budget. Ms. Bennitt reported that she had not received any comment on the publicly noticed budget.

**C. Agreement between the California Air Resources Board and District to administer AB617 funds (\$20,183).**

Ms. Bennitt discussed the agreement and recommended approval. There was a motion to approve the agreement by Supervisor Huebner. Supervisor Thrall seconded the motion. The motion was unanimously approved.

**D. Ratify the Agreement between the California Air Resources Board and the District for additional Carl Moyer funding of \$61,755.53 as administered by the CAPCOA Rural Assistance Program (RAP).**

Ms. Bennitt discussed that Chair Sanchez approved the agreement prior to the Board meeting. Ms. Bennitt requested the full Board to ratify the agreement with a motion. There was a motion to ratify the agreement by Supervisor Huebner. Supervisor Thrall seconded the motion. The motion was unanimously approved.

**E. Ratify the Agreement between the California Air Resources Board and District to administer NOx Remediation Measure grant (\$35,106)**

Ms. Bennitt discussed that Chair Sanchez approved the agreement prior to the Board meeting. There was a motion to ratify the agreement by Supervisor Thrall. Supervisor Anderson seconded the motion. The motion was unanimously approved.

**F. Resolution #2018-04, authorizing staff to approve claims for payment prior to submittal to the Nevada County Auditor's office.**

There was a motion to authorize Chair Sanchez to sign Resolution 2018-04 by Supervisor Adams. Supervisor Anderson seconded the motion. The motion was unanimously approved.

**G. Ratify the Agreement between the California Air Resources Board and District for AB 197 funding (\$18,267)**

Ms. Bennitt discussed that Chair Sanchez approved the agreement prior to the Board meeting. There was a motion to ratify the agreement by Supervisor Anderson. Supervisor Scofield seconded the motion. The motion was unanimously approved.

## **V. Director's Report**

**A. Status on Portola PM2.5 Nonattainment Area**

Julie Ruiz updated the Board on the woodstove changeout statistics and a public workshop she attended in Graeagle.

**B. Woodsmoke Reduction Program**

Sam Longmire reported the statistics of the wood smoke reduction program via telephone.

**C. Status of Carl Moyer Grant Applicants**

Ms. Bennitt reported and presented a table of the Carl Moyer applicants.

**D. Support SB1260 – relating to Fire Prevention and Protection**

Ms. Bennitt presented and discussed a letter that CAPCOA wrote concerning Air District involvement with prescribed burning.

**E. Support Senate Cap and Trade Plan Providing \$20 million in incentive funding for woodstove changeout program.**

Ms. Bennitt presented and discussed a letter that CAPCOA wrote concerning Air District involvement with requesting funding for woodstove changeout program.

**F. AB 2336 – Opposition letter from Air District**

Ms. Bennitt presented and discussed a letter that she had sent (with Chair Sanchez approval) in in opposition to AB2336. She reported that the author pulled the bill from the Senate Environmental Quality Committee.

**G. Carl Moyer Grant Agreement Between Northern Sierra Air District and Diamond Truss, Inc. (Action Item)**



There was a motion to approve the agreement by Supervisor Anderson. Supervisor Scofield seconded the motion. The motion was unanimously approved.

**VII. Concerns of Board** - The Board may at this time bring up matters it wishes to discuss at the next Board Meeting, as long as no discussions are conducted and no actions are taken, in compliance with the Brown Act.

**VIII. Schedule next Meeting** – August 27, 2018 – Videoconference/Telephone

**IX. Adjournment**

The meeting was adjourned at 1:52 P.M.

**To:** Northern Sierra Air Quality Management District Board of Directors

**From:** Gretchen Bennitt, Air Pollution Control Officer

**Date:** August 27, 2018

**Agenda Item: IV.A**

**Agenda Description:** Proposed Adoption of the FY 2018-2019 Capital and Operating Budget

**Issues:**

At a regularly scheduled Air District Board meeting on June 25, 2018, a public hearing that was properly noticed was held to receive comments on the FY 2018-2019 Capital and Operating Budget. During the meeting, the Board reviewed and provided comment on the preliminary FY 2018-2019 Capital and Operating Budget.

**Requested Action:**

1. Adopt FY 2018-2019 Capital and Operating Budget and authorize the Chair to sign Resolution #2018-06.

**ROLL CALL VOTE REQUESTED**

**Attachment:**

1. District's Fiscal Year 2018/2019 Preliminary Capital and Operating Budget
2. Resolution # 2018-06

DISTRICT HEADQUARTERS

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**FISCAL YEAR 2018/2019  
CAPITAL BUDGET  
Final**

**August 27, 2018**

## EXECUTIVE SUMMARY

The District's Capital Budget is comprised of two major components - 1) the Restricted Grants Budget and the 2) Operating Budget. Each budget has two separate fund accounts to facilitate the tracking of funds in both budgets and to allow the public better comprehension of the District's overall capital budget. A line-item spreadsheet of both the Restricted and Operating Budgets follows.

### RESTRICTED GRANTS BUDGET

The Restricted Grants Budget is solely for pass-through grants from the State of California or the Federal Government (U.S. Environmental Protection Agency) to reduce air pollution emissions in areas where public health is most impacted. The District will be administering this budget through a variety of grant programs, incentives, rebates and public education in cooperation with other local agencies and businesses. For a detailed breakdown of all line items for the Restricted Grant Budget, please refer to the restricted budget spreadsheet.

#### **AB2766 Grant Programs**

The District administers the State's AB2766 DMV surcharge grant money to worthwhile projects throughout all three counties of the District. This funding comes from a DMV surcharge fee for each registered vehicle in each county. Nevada and Plumas County charge a fee of \$4/vehicle. Sierra County charges a fee of \$2/vehicle.

Project proponents go through a sometimes competitive process to request full or partial sponsorship for projects which reduce vehicle emissions. \$219,134 of AB2766 funding is slated for approval to be used during Fiscal Year 2018/2019 for projects throughout all three counties. Final grant approvals will be made in September or October 2018. After the Board allocates funds for individual AB projects, any funds which are not allocated to a project go into each county's AB 2766 total allocation account as carryover. These amounts will be added back in to each county's AB allocation in time for the following year's Board approval of projects.

In addition to the FY 2018/2019 AB projects, there is \$208,399 expected to be expended for various encumbered projects. These funds are earmarked in the Restricted Grants Fund Balance.

In 2016, the Board allocated 33,211 of AB2766 funds to Account # 580-200-93 (Portola PM Mitigation). Additionally, during FY 2017-2018, the Board approved a transfer of the remaining \$5,499 from Account # 588-200-39 (Portola Woodstove Mitigation) to Account # 580-200-93 to be utilized in a woodstove changeout program in the Portola area.

## **AB923 DMV Surcharge Fees and Programs**

AB923 is only implemented in Plumas County. This funding comes from a DMV surcharge fee of \$2 per each vehicle registered in the county. The District receives 6.25% as an administrative fee. This year, the District expects to receive approximately \$50,000, \$3,125 is utilized for administrative funding. This funding is to be utilized for replacing old diesel school buses per the state's Lower Emission School Bus program or for reducing heavy duty diesel emissions, similar to the Carl Moyer program. Recently the state has approved that this funding can also be utilized for infrastructure for alternatively fueled, low emission school busses. The current fund balance of AB923 funding is \$170,800 providing an expected total of \$220,800 available for expenditure during FY 2018/2019.

## **Carl Moyer Heavy Duty Diesel Emission Reduction Program**

The District administers the State's Carl Moyer Heavy Duty Diesel Program throughout all three counties in the District. This program is intended to provide incentives to owners of heavy duty diesel engines to retrofit these engines to lower emitting models. This is easily one of the most cost-effective and pollution reducing programs that the State sponsors and the District administers.

For fiscal year 2018/2019, the District expects to receive revenue of Carl Moyer funding of \$200,000. The District receives 12.5% administrative fee, leaving \$175,000 for the grant program and \$25,000 administrative fee which is revenue for the internal operating budget. The current fund balance amount of Carl Moyer funding is \$223. An estimate of \$1,000 is expected to be earned on the interest, which goes back into the program. This provides a total \$176,223 available for expenditure during FY 2018/2019.

## **EPA's Targeted Air Shed Grant**

The Air District was approved for a \$2.48 million grant from the U.S. Environmental Protection Agency (U.S. EPA) to reduce air pollution from residential woodstoves. The grant is part of the U.S. EPA's 2015 Targeted Air Shed Grant Program intended to improve air quality in areas of the U.S. with the highest levels of pollution.

In January 2015, the U.S. EPA designated the City of Portola and surrounding parts of Plumas County as a federal nonattainment area for the annual PM2.5 health-based standard. PM2.5 is the fine particle pollution found in smoke. Studies indicate that the main source of smoke in Portola is from residential woodstoves and fireplaces.

U.S. EPA grant funds are administered by the Air District and the California Air Resources Board for a five-year voluntary residential wood stove replacement program to encourage owners to replace older wood stoves with cleaner burning devices and significantly improve air quality and public health in the Portola area.

This will be a five year program (2016-2021) based upon a reimbursement basis from EPA. Estimates were based upon how much would be spent and reimbursed for each of the five years. The amount of \$1,992,000 for woodstove replacements in the nonattainment area is not to be exceeded over five years. The district estimates that approximately \$398,400 per year will be expended to replace stoves in the nonattainment area. Additionally, the District has been awarded up to \$259,136 for administrative use over the five year period. The District estimates approximately \$55,000 per year will be reimbursed for administrative uses annually.

### **H&S Woodstove Mitigation Fund**

EPA had a settlement with H&S which required H&S to pay a local air district \$400,000 to be used for a woodstove changeout program in a federal nonattainment area. EPA referred H&S to Northern Sierra Air District. An agreement was approved and ratified by the Air District Board during a March 2016 Board meeting. The District had a one-time revenue of \$360,000 deposited into the District's restricted account. Additionally, the District received a one-time revenue of \$40,000 to be deposited into the District's operating budget during FY 2015/2016. Although the district received the funds during FY 15/16, the expenditure of the \$360,000 of funds will occur during FY 17/18. Currently there is 180,773 remaining in this account, or enough to supplement the change out of approximately 200 stoves.

### **Woodsmoke Reduction Program**

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. Assembly Bill 1613 committed \$5,000,000 in funding for replacing uncertified, inefficient wood burning devices with cleaner burning and more efficient devices. Statute establishes investment minimums for disadvantaged and low-income communities and low-income households. The Program is designed to help households replace an uncertified wood stove or insert used as the primary source of heat with a cleaner burning and more efficient device. The California Air Resources Board (CARB) developed Program Guidelines for the implementation of the Program. The Program, implemented by CARB, will be administered by the California Air Pollution Control Officers Association (CAPCOA) in coordination with local air quality management districts. The Northern Sierra Air Quality Management District (District) will administer Program projects located in Plumas, Sierra and Nevada County. The District has \$292,500 to administer this program and approximately \$1,000 is expected in interest. The interest is to be added to the program expenditures. The District is allowed up to 10% in admin costs, or approximately \$29,250.

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

Restricted Budget  
Fiscal Year 2018 - 2019

Restricted Budget, Fund Balance			
Account #	Description	FY 2017-2018	FY 2018-2019
20-3901	Restricted Funds, AB2766 Encumbered	309,999	208,399
20-3902	Planned Expenditures, AB2766 Total Allocation - Nevada County	183,705	178,195
20-3903	Planned Expenditures, AB2766 Total Allocation - Plumas County	36,337	35,267
20-3904	Planned Expenditures, AB2766 Total Allocation - Sierra County	5,853	5,672
20-3906	Planned Expenditures, Carl Moyer	4,584	223
20-3908	Planned Expenditures, AB923	121,705	170,800
20-3910	Planned Expenditures, H&S Mitigation	-	180,733
<b>Restricted Budget, Fund Balance Accounts Totals:</b>		<b>\$662,183</b>	<b>\$779,289</b>

Restricted Budget, Revenue			
Account #	Description	FY 2017-2018	FY 2018-2019
20-4500	Govt. Funding, AB 2766 DMV Fees (60% for District Admin)	208,000	240,000
20-4505	Govt. Funding, AB923 (6.25% for district admin)	46,875	50,000
20-4518	Govt. Funding, Carl Moyer HD Diesel (12.5% for district admin)	175,000	175,000
20-4535	Govt. Funding, WRP (~10% for district admin)		292,500
20-4536	WRP interest		1,000
20-4541	Nox Reduction Measure (NRM)	0	70,212
20-4538	AB 617		20,183
20-4539	AB 617 interest		100
20-4529	Govt. Funding, EPA Target Grant for Portola	398,400	398,400
20-4600	Other Income, Interest, Restricted (Carl Moyer)	4,299	1,000
<b>Restricted Budget, Revenue Total:</b>		<b>\$832,574</b>	<b>\$1,248,395</b>

Restricted Budget, Expenditures			
Account #	Description	FY 2017-2018	FY 2018-2019
20-5420	Nevada County Library, (AB2016-02, \$20,600)	20,600	20,600
20	Incorporated Senior Citizens of Sierra County (AB2017-01)		5,853
20-5427	NevCo Library, Chicago Park Kiosk (AB2014-09, \$33,455)	21,207	21,207
20-	Nevada County Superior Court (AB2017-05)	-	47,835
20-	Town of Truckee (AB 2017-06)		40,000
20-5425	Nevada County Library (AB2015-05, 25,000)	25,000	25,000
20-5426	Nevada County Library (AB2015-06, 15,500)	11,566	11,566
20-	Plumas County Public Works (AB2017-02)		36,338
20-5440	Portola PM Mitigation(AB2015-08, 33,211 plus 5499 transferred from 588-200-39)	27,723	28,054
20-5442	Portola MOU (AB2016-08)	29,034	26,932
20-5401	AB2766 Planned Expenditure of all counties (FY 18/19)	225,895	219,134
20-5406	Carl Moyer	179,584	176,223
20-5409	AB 923	168,580	220,800
20-5410	EPA Target Grant for Portola	398,400	398,400
20-5414	WRP		292,500
20-5417	Nox Reduction Measure (NRM)		70,212
20-5415	AB617		20,183
20-5413	H&S Mitigation Fund	135,000	180,000
<b>Restricted Budget, Expenditures Totals:</b>		<b>1,242,589</b>	<b>\$ 1,840,837</b>

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## **OPERATING BUDGET**

The second major portion of the District's overall capital budget is the internal Operating Budget which is outlined in detail in the Operating Budget spreadsheet.

### ***Operating Revenue***

Overall, Revenues exceed Expenditures by \$172,367. There is an increase of \$38,587 of predicted revenue from last year's budget. The most significant increase in predicted revenue is predicted by an increase in vehicle registration fees, resulting in a \$40,000 increase in DMV fees. Additionally, a new, one-time funding source from AB197 (\$18,267) was committed to the District from the California Air Resources Board. Last, the Air District is implementing a Woodsmoke Reduction Program as part of California Climate Investments, a statewide program that puts cap and trade dollars to work reducing greenhouse gas emissions. The District is allowed up to 10% in administrative fees, or approximately \$29,250.

AB 2766 revenue is 39% of total operating revenue. This revenue is used internally for activities that are related to clean air planning and technical studies necessary to implement the California Clean Air Act, and these technical activities should be funded by AB 2766 funds proportionate to the relative contribution of mobile source emissions.

General Administration, the Smoke Management Program, the Planning Program, and the Air Monitoring Program don't have adequate fees to cover costs, and so are supported with State Subvention, county contributions, and miscellaneous revenue line items.

### **Operating Expenditures**

There is an estimated increase of total expenditures from the previous fiscal year of \$28,571. The increase is primarily due to an increase of \$9,368 in the Salaries and Benefits object level. The District has also added the expense of paying for an accounting professional, estimated at \$15,000.

### **Fund Balance**

The District has committed to adding \$50,000 annually to the District's Other Post-Employment Benefits (OPEB) account. This account will increase by \$50,000 annually as required by GASB45. GASB 45 determines the annual OPEB financial obligations based upon the current number of eligible employees and retirees. The net OPEB obligation at the end of the year 2017 was determined to be \$416,993. The District's financial auditor recommended, and the Board of Directors agreed, that the District expend at least \$50,000/annually and add it to the Fund Balance specific to account



until the obligation is fulfilled. The District plans to expend another \$50,000 during FY18/19, bringing the total OPEB amount to \$200,000. This expense of \$50,000 will be repeated annually until the District's annually determined OPEB obligation is met.

The District provides certain post-retirement healthcare benefits, as established by Board Policy, to eligible employees through a single-employer plan governed by the Public Employees' Medical & Hospital Care Act (PEMHCA) and administered by the District. Employees who retire from the District shall be eligible to be enrolled in a PERS-provided health insurance plan. If the retiree is enrolled in a PERS-provided health insurance plan, the District shall pay 100% of the first \$9,600 of the retiree's annual premium. Employees hired after July 1, 2014 shall still be eligible to be enrolled in a PERS-provided health insurance plan upon retirement, but the District shall pay 0% of the retiree's annual premium, upon retirement.

The District has two separate accounts to express health insurance expenditures. Account #10-5017 is for retired employees, and Account #10-5016 is for current employees. However, two current employees have elected not to utilize the PERS-provided health benefits plan. According to District Policy, in recognition of the subsequent cost savings to the District, the District will pay the employees 40% of the premium costs saved by the District, or \$3,840, whichever is less. Since there are two employees electing not to utilize the PERS provided plan, this total amount is \$7,680. This \$7,680 expenditure is not included in the Health Insurance expenditure, instead it is included in Account #10-5002 Permanent Salaries.

### **1. Equipment Replacements**

\$4,000 will be expended to purchase office equipment such as two new computers. The District keeps a list of equipment and their respective depreciation rates.

### **2. Air Monitoring Program**

The Air District receives \$59,500 from the Environmental Protection Agency for the continued operation of the District's Federal Reference Method (FRM) Network for particulate matter. The District will also continue to pay rent for its monitoring laboratory and purchase miscellaneous equipment to continue to run its existing air quality monitoring network. The District has \$18,053 from the EPA to spend on web cameras and monitoring upgrades at all the air monitoring sites.

### **3. Public Education**

The District will utilize \$5,000 to fund its public education program for FY 2018-2019. This includes purchasing ads for emission reductions, incentive and grant programs.

### **Summary**

Expected operating revenue exceeds expected operating expenditures by \$172,367. This includes the \$50,000 annual expenditure to the OPEB fund balance account. The funds received in previous years are encumbered in the District's fund balance accounts and will be utilized to demonstrate a balanced budget in the final summary, if needed. Although the preliminary budget demonstrates an overall increase to the District's Fund Balance by revenues exceeding operating expenditures by \$172,367, this is crucial to the continuance of the Air District's services. The Air District has experienced a steady decline in its fund balance in previous years to the point where it was almost imperative to employ drastic reductions in expenditures. This predicted increase in the fund balance will assist the District to continue its services in case of any unexpected decreases in revenue in the future.

**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT**  
**Final Operating Budget**  
**Fiscal Year 2018 - 2019**

<b>Resource Report</b>		
	06/30/18 \$	802,055
<i>Difference between Cash Available and Fund Balance Accounts Total</i>		55

<b>Fund Balance Accounts</b>			
<i>(Used to track earmarked or encumbered funds)</i>			
Account #	Description	FY 2017-2018	FY 2018-2019
10-3901	General Fund, Undesignated	-	
10-3903	Other Post-Employment Benefits	150,000	200,000
10-3904	Equipment Replacements / Depreciation	102,000	154,000
10-3905	Leave Liability	52,000	55,000
10-3906	Air Monitoring Program	60,000	100,000
10-3907	Public Education Program	5,000	5,000
10-3908	Contingency, Leashold Improvements	59,000	75,000
10-3909	Contingency, Emergency Funds	118,000	113,000
10-3910	Contingency, Litigation	87,000	100,000
<b>Fund Balance Accounts Totals</b>		<b>633,000</b>	<b>802,000</b>

<b>Revenue</b>			
Account #	Description	FY 2017-2018	FY 2018-2019
10-4002	Fees, Permit to Operate	34,000	30,000
10-4004	Fees, Vapor Recovery	19,000	20,000
10-4005	Fees, Variance Application	500	500
10-4006	Fees, Source Test	2,000	2,000
10-4007	Fees, Prescribed Burning	18,000	25,000
10-4008	Fees, Woodstove Inspections	1,500	2,000
10-4010	Fees, Title V, Fed Op Permit	65,000	65,000
10-4013	Fees, Fire Dept Response	1,500	1,500
10-4100	Penalties, Permitted Source	35,000	10,000
10-4101	Penalties, Open Burning	2,500	2,500
10-4201	Gov't Funding, State Subvention	137,600	137,600
10-4202	Gov't Funding, Subvention Supplemental	3,500	3,500
10-4203	Gov't Funding, County Contribution	58,565	58,565
10-4204	Gov't Funding, EPA Monitoring	59,500	59,500
10-4205	Gov't Funding, EPA Monitoring Supplemental	28,430	-
10-4206	Gov't Funding, AB 2766 DMV Fees	320,000	360,000
10-4207	Gov't Funding, PERP Pass thru	18,000	18,000
10-4208	Gov't Funding, AB 923 Operating	3,125	3,125
10-4209	Gov't Funding, EPA Target, Admin Fee	55,000	55,000
10-4211	Gov't Funding, AB 197		18,267
10-4215	Carl Moyer, Admin Fee	25,000	25,000
10-4220	WRP, Admin Fee	-	29,250
10-4303	Other Income, Rules, Copies, Subscr.	100	100
10-4310	Other Income, Interest Earned	5,000	5,000
<b>Revenue Total: \$</b>		<b>892,820</b>	<b>931,407</b>

**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT**  
**Final Operating Budget**  
**Fiscal Year 2018 - 2019**

<b>Expenditures</b>		<b>Salaries and Benefits (Object Level)</b>	
<b>Account #</b>	<b>Description</b>	<b>FY 2017-2018</b>	<b>FY 2018-2019</b>
10-5002	Permanent Salaries	387,798	391,347
10-5003	Overtime	1,000	1,000
10-5011	Medicare/FICA	5,500	5,000
10-5013	CA State Unemployment	2,000	550
10-5015	Workers' Comp Insurance	6,000	7,100
10-5016	PERS Health Insurance Active Employees	28,000	28,800
10-5017	PERS Health Insurance Retired Employees	28,800	28,800
10-5019	Dental/Vision Care	6,250	6,250
10-5020/5023	PERS Retirement (ER & EE Paid)	57,319	62,000
10-5022/5024	PERS Unfunded Accrued Liability	51,812	53,000
<b>Salaries and Benefits Total:</b>		<b>\$ 574,479</b>	<b>583,847</b>

<b>Expenditures</b>		<b>Services and Supplies (Object Level)</b>	
<b>Account #</b>	<b>Description</b>	<b>FY 2017-2018</b>	<b>FY 2018-2019</b>
10-5201	PM Monitoring Expenses (Supplies and Lab Rent)	15,000	15,000
10-5202	Office Supplies	6,000	4,000
10-5203	References, Subscriptions	450	450
10-5204	Postage, Shipping	1,200	1,000
10-5205	Memberships	3,000	3,000
10-5251	Communications	15,000	15,000
10-5253	Rent, Structures - Grass Valley	32,040	32,040
10-5254	Rent, Structures - Portola		6,000
10-5255	Utilities, Grass Valley	3,500	3,000
10-5256	Utilities, Portola		1,000
10-5258	Liability Insurance	8,000	8,000
10-5259	Legal Notices, Public	500	500
10-5301	Information Technology	10,000	5,000
10-5303	Maintenance: Office Equipment	500	500
10-5305	Maintenance: Vehicles	3,000	3,000
10-5311	Profession Services: Legal	6,000	6,000
10-5312	Profession Services: Office Assistance	-	6,000
10-5313	Profession Services: Accounting (Nevada County Accountant and ADP)	18,000	6,000
10-5314	Profession Services: Financial Auditor		12,000
10-5315	Profession Services: Board	5,000	5,000
10-5351	Training, Tuition	1,500	1,500
10-5352	Travel	3,000	3,000
10-5353	Gasoline	5,000	5,000
10-5354	Private Car Mileage	500	500
10-5390	Miscellaneous	1,000	1,000
<b>Services and Supplies Total:</b>		<b>\$ 112,540</b>	<b>\$ 143,490.00</b>

**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT  
Final Operating Budget  
Fiscal Year 2018 - 2019**

<b>Expenditure Pass-thru Funds / Internal Programs / Contributions to Other Agencies (Object Level)</b>			
Account #	Description	FY	FY
		2017-2018	2018-2019
10-5401	Air Monitoring Program		
10-5402	Alternate Commute Program	750	750
10-5404	ARB: AB 2588 Fees	770	1,400
10-5405	Public Education Program	5,000	5,000
10-5406	Fire Dept Response Reimbursement	1,500	1,500
<b>Contribution to Other Agencies / Internal Grants Total:</b>		<b>\$ 8,020</b>	<b>\$ 8,650.00</b>

<b>Expenditures</b>		<b>Fixed Asset Purchases (Object Level)</b>	
Account #	Description	FY	FY
		2017-2018	2018-2019
10-5601	Office Equipmen (2 computers @\$2,000 each)	6,000	4,000
10-5602	Field Equipment (fixed assets over \$1,000)	1,000	1,000
10-5605	EPA Supplemental Monitoring	28,430	18,053
<b>Fixed Asset Purchases Total:</b>		<b>\$ 35,430</b>	<b>23,053</b>

<b>Budget Summary</b>		<b>Available Funding &amp; Expenditures</b>	
		FY	FY
<b>Available Funding</b>		2017-2018	2018-2019
Fund Balance Total ( <i>encumbered &amp; earmarked reserves</i> )		633,000	802,000
Petty Cash		75	75
Revenue		892,820	931,407
<b>Available Funding Total:</b>		<b>1,525,895</b>	<b>1,733,482</b>
Salaries and Benefits (Object Level)		574,479	583,847
Services and Supplies (Object Level)		112,540	143,490
Pass-thru Funds / Internal Programs / Contributions to Other Agencies (Object Level)		8,020	8,650
Fixed Asset Purchases (Object Level)		35,430	23,053
<b>Expenditure Total:</b>		<b>\$ 730,469</b>	<b>759,040</b>

**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT**

**RESOLUTION #2018-06**

**Whereas**, the Governing Board of Directors for the Northern Sierra Air Quality Management District (District) is required by the California Health and Safety Code (HSC) Section 40130 to adopt a budget in an open process in order to educate the public of the costs and benefits of air quality improvement, and

**Whereas**, the District has prepared and made available to the public at least 30 days prior to public hearing, a summary of its budget and any supporting documents, and

**Whereas**, the District has noticed and held a public hearing for the exclusive purpose of reviewing its budget and providing the public with the opportunity to comment on the proposed budget, and

**Whereas**, the Board reviewed and provided direction to the FY 2018-2019 Budget on June 25, 2018, and

**Whereas**, the District provided a public hearing on June 25, 2018, which was properly noticed.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, by the Northern Sierra Air Quality Management District Governing Board of Directors the FY 2018-2019 Capital and Operating Budget be adopted as presented in Exhibit A.

On a motion by Supervisor \_\_\_\_\_, and seconded by Supervisor \_\_\_\_\_, the foregoing resolution was approved and adopted by the Governing Board of Directors of the Northern Sierra Air Quality Management District at a regular meeting held on August 27, 2018, by the following roll call vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

**Attest:**

\_\_\_\_\_  
Gretchen Bennett, APCO Date

\_\_\_\_\_  
Chair of the Board Date

**To:** Northern Sierra Air Quality Management District Board of Directors

**From:** Gretchen Bennett, Air Pollution Control Officer

**Date:** August 27, 2018

**Agenda Item: IV.B**

**Agenda Description:** Ratify two separate Amendments to the Agreement between the California Air Resources Board and the District for additional Wood Smoke Reduction Program (woodstove changeout) Funding (\$67,500) and (\$45,000).

**Issues:**

Sam Longmire has been very successfully administering the District-wide Woodsmoke Reduction Program which replaces woodstoves throughout all three counties of the District. He successfully lobbied for two additional increases to the original amount of \$225,000.

CAPCOA requested a signature from the Executive Director to release these increases to the Air District. Gretchen Bennett contacted Chair Sanchez to give approval for her to agree to the amendments.

Amendment #1 was signed on June 18, 2018 and releases an additional \$67,500 to the District.

Amendment #2 was signed on August 9, 2018 and releases an additional \$45,000 to the District.

**Requested Action:**

Approve and Ratify Amendments #1 and #2 of the Agreement between Northern Sierra Air Quality Management District and California Air Pollution Control Officers Association for increased funding for the Woodsmoke Reduction Program.

**ROLL CALL VOTE REQUESTED**

**Attachments:**

1. Amendment #1 to Memorandum of Understanding between the California Air Pollution Control Officers Association and the Northern Sierra Air Quality Management District Woodsmoke Reduction Pilot Program, Fiscal Year 2016-2017 Appropriation
2. Amendment #2 to Memorandum of Understanding between the California Air Pollution Control Officers Association and the Northern Sierra Air Quality Management District Woodsmoke Reduction Pilot Program, Fiscal Year 2016-2017 Appropriation

**AMENDMENT 1 TO MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CALIFORNIA AIR POLLUTION CONTROL OFFICERS ASSOCIATION  
AND THE NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT  
WOODSMOKE REDUCTION PILOT PROGRAM  
FISCAL YEAR 2016-2017 APPROPRIATION**

This Amendment to the Memorandum of Understanding between the California Air Pollution Control Officers Association and the Northern Sierra Air Quality Management District for the Woodsmoke Reduction Pilot Program on the date below stated.

WHEREAS, on April 24, 2018 the parties entered into a Memorandum of Understanding for the purpose of replacing uncertified, inefficient wood burning devices with cleaner-burning and more efficient devices, getting reductions in greenhouse gases and related co-benefits of particulate and toxic pollutants reductions; and

WHEREAS, Northern Sierra Air Quality Management District has requested additional funding in accordance with Section 4 of the Memorandum of Understanding;

NOW, THEREFORE, CAPCOA and the Northern Sierra Air Quality Management District agree to amend said Memorandum of Understanding as follows:

1. Appendix B is amended as follows:

**Appendix B: Project Milestones/Schedule of Payments**

Task	Milestone Description	Scheduled Payment of Grant Funding	
		Project Funds	Administrative Funds
1	Execute Grant Agreement (no later than June 1, 2018)		
2	Submit project plan for approval		
	Project plan approval	\$225,000	
3	Begin installations		
4	Additional Funding provided (Amendment 1)	\$67,500	
5	Submit quarterly reports		Receive total administrative funding less 10% withholding (\$27,787.50)
6	Complete installations		
7	Final payment requests submitted to CAPCOA (no later than December 31, 2019)		
8	Submit "Closeout" report (no later than January 31, 2020)		Remaining 10% administrative withholding (\$3,087.50)

2. All remaining terms, provisions, covenants, conditions, and promises contained in said Agreement shall remain in full force and effect.
3. This amendment, when fully executed, is effective as of June 15, 2018.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

CALIFORNIA AIR POLLUTION CONTROL OFFICERS ASSOCIATION

  
\_\_\_\_\_  
APCO

\_\_\_\_\_  
Mike Villegas, President

Date 6-18-18

Date \_\_\_\_\_



**AMENDMENT 2 TO MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE CALIFORNIA AIR POLLUTION CONTROL OFFICERS ASSOCIATION  
 AND THE NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT  
 WOODSMOKE REDUCTION PILOT PROGRAM  
 FISCAL YEAR 2016-2017 APPROPRIATION**

This Amendment to the Memorandum of Understanding between the California Air Pollution Control Officers Association and the Northern Sierra Air Quality Management District for the Woodsmoke Reduction Pilot Program on the date below stated.

WHEREAS, on April 24, 2018 the parties entered into a Memorandum of Understanding for the purpose of replacing uncertified, inefficient wood burning devices with cleaner-burning and more efficient devices, getting reductions in greenhouse gases and related co-benefits of particulate and toxic pollutants reductions; and

WHEREAS, Northern Sierra Air Quality Management District has requested additional funding in accordance with Section 4 of the Memorandum of Understanding;

NOW, THEREFORE, CAPCOA and the Northern Sierra Air Quality Management District agree to amend said Memorandum of Understanding as follows:

1. Appendix B is amended as follows:

Appendix B: Project Milestones/Schedule of Payments

Task	Milestone Description	Scheduled Payment of Grant Funding	
		Project Funds	Administrative Funds
1	Execute Grant Agreement <b>(no later than June 1, 2018)</b>		
2	Submit project plan for approval		
	Project plan approval	\$225,000	
3	Begin installations		
4	Additional Funding provided (Amendment 1)	\$67,500	
	Additional Funding provided (Amendment 2)	\$45,000	
5	Submit quarterly reports		Receive total administrative funding less 10% withholding (\$32,062.50)
6	Complete installations		
7	Final payment requests submitted to CAPCOA <b>(no later than December 31, 2019)</b>		
8	Submit "Closeout" report <b>(no later than January 31, 2020)</b>		Remaining 10% administrative withholding (\$3,562.50)

2. All remaining terms, provisions, covenants, conditions, and promises contained in said Agreement shall remain in full force and effect.
3. This amendment, when fully executed, is effective as of August 8, 2018.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

  
 \_\_\_\_\_, APCO

CALIFORNIA AIR POLLUTION CONTROL OFFICERS ASSOCIATION

\_\_\_\_\_  
 Mike Villegas, President

8-9-18  
 Date

\_\_\_\_\_  
 Date

**To:** Northern Sierra Air Quality Management District Board of Directors

**From:** Gretchen Bennitt, Air Pollution Control Officer

**Date:** August 27, 2018

**Agenda Item: IV.C**

**Agenda Description:** Ratify Increased Nox Remediation Measure (NRM) grant agreement between the California Air Resources Board and the District (from \$35,106 to \$70,706).

**Issues:** The California Air Resources Board contacted the Air District and asked if they were interested in an additional \$35,106 for use in decreasing NOx emissions in the Air District. This funding can be used for Carl Moyer projects.

Gretchen Bennitt contacted Chair Sanchez and requested approval to sign the amendment for the doubling of funds under this program. Chair Sanchez authorized the approval of the amendment.

**Requested Action:**

Approve and Ratify the Agreement between Northern Sierra Air Quality Management District and California Air Resources Board for increased funding for the NRM.

**ROLL CALL VOTE REQUESTED**

**Attachments:**

1. Signed Agreements Between the California Air Resources Board and Air District for \$70,706 in Funding for the Nox Remediation Measure.

30 May 2018

Gavin Hoch  
California Air Resources Board  
1001 I Street  
Sacramento, CA 95814

**Re: Signed Agreements for Voluntary NOx Remediation Measure Funding**

Dear Howe:

Enclosed please find the three signed agreement for the voluntary NOx Remediation Measure Funding for \$70,706.00.

Sincerely,



Gretchen Bennitt, Executive Director  
Northern Sierra Air Quality Management District

Enclosures

# GRANT AGREEMENT COVER SHEET

		GRANT NUMBER <b>G17-NRM-10 Amendment No. 1</b>	
NAME OF GRANT PROGRAM <b>Voluntary NOx Remediation Measure Funding</b>			
GRANTEE NAME <b>Northern Sierra Air Quality Management District</b>			
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER <b>68-0124279</b>		TOTAL GRANT AMOUNT NOT TO EXCEED <b>\$70,706.00</b>	
FISCAL GRANT TERM <b>FROM: July 1, 2017</b>		<b>TO: June 30, 2020</b>	
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT <b>FROM: June 1, 2018</b>		<b>TO: April 30, 2020</b>	

This legally binding Grant Agreement, including this cover sheet and Exhibit A attached hereto and incorporated by reference herein, is made and executed between the State of California, Air Resources Board (CARB) and Northern Sierra Air Quality Management District (the "Grantee").

Exhibit A – Grant Provisions

Exhibit B – Work Statement

- Budget Summary (Attachment I)
- Project Milestones (Attachment II)
- Project Schedule (Attachment III)
- Key Project Personnel (Attachment IV)

Exhibit C – Attachment A to Resolution 18-22

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) <b>Northern Sierra Air Quality Management District</b>			
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>[Signature]</i>			
TITLE <b>Administrative Services Division Chief, ARB</b>	DATE	TITLE <b>APCO</b>	DATE <b>6-26-18</b>		
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) <b>200 LITTON DRIVE, SUITE 320 GRASS VALLEY, CA 95945</b>			
<b>CERTIFICATION OF FUNDING</b>					
AMOUNT ENCUMBERED BY THIS AGREEMENT <b>\$36,600.00</b>	FISCAL YEAR/PROGRAM <b>2017-18/3500</b>			FUND TITLE <b>Air Pollution Control Fund</b>	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$35,106.00</b>	(OPTIONAL USE)				
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$70,706.00</b>	ITEM <b>3900-001-0115</b>	CHAPTER <b>14</b>	STATUTE <b>2017</b>	FISCAL YEAR <b>2017-18</b>	
OBJECT OF EXPENDITURE <b>4500-59500-570</b>					
<i>I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.</i>					
SIGNATURE OF AIR RESOURCES BOARD BUDGET OFFICE <i>[Signature]</i>			DATE <b>6/25/18</b>		
<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>					
SIGNATURE OF AIR RESOURCES BOARD LEGAL OFFICE <i>[Signature]</i>			DATE <b>6/25/2018</b>		

# GRANT AGREEMENT COVER SHEET

NAME OF GRANT PROGRAM <b>Voluntary NOx Remediation Measure Funding</b>		GRANT NUMBER <b>G17-NRM-10 Amendment No. 1</b>
GRANTEE NAME <b>Northern Sierra Air Quality Management District</b>		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER <b>68-0124279</b>	TOTAL GRANT AMOUNT NOT TO EXCEED <b>\$70,706.00</b>	
FISCAL GRANT TERM <b>FROM: July 1, 2017</b>	<b>TO: June 30, 2020</b>	
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT <b>FROM: June 1, 2018</b>	<b>TO: April 30, 2020</b>	

This legally binding Grant Agreement, including this cover sheet and Exhibit A attached hereto and incorporated by reference herein, is made and executed between the State of California, Air Resources Board (CARB) and Northern Sierra Air Quality Management District (the "Grantee").

Exhibit A – Grant Provisions

Exhibit B – Work Statement

- Budget Summary (Attachment I)
- Project Milestones (Attachment II)
- Project Schedule (Attachment III)
- Key Project Personnel (Attachment IV)

Exhibit C – Attachment A to Resolution 18-22

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) <b>Northern Sierra Air Quality Management District</b>			
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>Gredelean Bennett</i>			
TITLE <b>Administrative Services Division Chief, ARB</b>	DATE	TITLE <b>APCO</b>	DATE <b>6-26-18</b>		
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) <b>200 LITTON DRIVE, SUITE 320 GRASS VALLEY, CA 95945</b>			
<b>CERTIFICATION OF FUNDING</b>					
AMOUNT ENCUMBERED BY THIS AGREEMENT <b>\$36,600.00</b>	FISCAL YEAR/PROGRAM <b>2017-18/3500</b>			FUND TITLE <b>Air Pollution Control Fund</b>	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$35,106.00</b>	(OPTIONAL USE)				
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$70,706.00</b>	ITEM <b>3900-001-0115</b>	CHAPTER <b>14</b>	STATUTE <b>2017</b>	FISCAL YEAR <b>2017-18</b>	
OBJECT OF EXPENDITURE <b>4500-59500-570</b>					
<i>I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.</i>					
SIGNATURE OF AIR RESOURCES BOARD BUDGET OFFICE <i>P. 3108</i>			DATE <b>6/25/18</b>		
<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>					
SIGNATURE OF AIR RESOURCES BOARD LEGAL OFFICE <i>m</i>			DATE <b>6/25/2018</b>		



# GRANT AGREEMENT COVER SHEET

GRANT NUMBER  
**G17-NRM-10 Amendment No. 1**

NAME OF GRANT PROGRAM <b>Voluntary NOx Remediation Measure Funding</b>	
GRANTEE NAME <b>Northern Sierra Air Quality Management District</b>	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER <b>68-0124279</b>	TOTAL GRANT AMOUNT NOT TO EXCEED <b>\$70,706.00</b>
FISCAL GRANT TERM <b>FROM: July 1, 2017</b>	<b>TO: June 30, 2020</b>
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT <b>FROM: June 1, 2018</b>	<b>TO: April 30, 2020</b>

This legally binding Grant Agreement, including this cover sheet and Exhibit A attached hereto and incorporated by reference herein, is made and executed between the State of California, Air Resources Board (CARB) and Northern Sierra Air Quality Management District (the "Grantee").

Exhibit A – Grant Provisions

Exhibit B – Work Statement

- Budget Summary (Attachment I)
- Project Milestones (Attachment II)
- Project Schedule (Attachment III)
- Key Project Personnel (Attachment IV)

Exhibit C – Attachment A to Resolution 18-22

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) <b>Northern Sierra Air Quality Management District</b>			
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>[Signature]</i>			
TITLE <b>Administrative Services Division Chief, ARB</b>	DATE	TITLE <b>APCO</b>	DATE <b>6-26-18</b>		
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) <b>300 LITTON DRIVE, SUITE 320 GRASS VALLEY, CA 95945</b>			
<b>CERTIFICATION OF FUNDING</b>					
AMOUNT ENCUMBERED BY THIS AGREEMENT <b>\$36,600.00</b>	FISCAL YEAR/PROGRAM <b>2017-18/3500</b>		FUND TITLE <b>Air Pollution Control Fund</b>		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$35,106.00</b>	(OPTIONAL USE)				
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$70,706.00</b>	ITEM <b>3900-001-0115</b>	CHAPTER <b>14</b>	STATUTE <b>2017</b>	FISCAL YEAR <b>2017-18</b>	
OBJECT OF EXPENDITURE <b>4500-59500-570</b>					
<i>I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.</i>					
SIGNATURE OF AIR RESOURCES BOARD BUDGET OFFICE <i>[Signature]</i>			DATE <b>6/25/18</b>		
<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>					
SIGNATURE OF AIR RESOURCES BOARD LEGAL OFFICE: <i>[Signature]</i>			DATE <b>6/25/2018</b>		

# GRANT AGREEMENT COVER SHEET

GRANT NUMBER  
**G17-NRM-10**

NAME OF GRANT PROGRAM <b>Voluntary NOx Remediation Measure Funding</b>	
GRANTEE NAME <b>Northern Sierra Air Quality Management District</b>	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER <b>68-0124279</b>	TOTAL GRANT AMOUNT NOT TO EXCEED <b>\$35,106.00</b>
FISCAL GRANT TERM <b>FROM: July 1, 2017</b>	<b>TO: June 30, 2020</b>
PROJECT PERFORMANCE PERIOD OF GRANT AGREEMENT <b>FROM: June 1, 2018</b>	<b>TO: April 30, 2020</b>

This legally binding Grant Agreement, including this cover sheet and Exhibit A attached hereto and incorporated by reference herein, is made and executed between the State of California, Air Resources Board (CARB) and Northern Sierra Air Quality Management District (the "Grantee").

- Exhibit A – Grant Provisions
- Exhibit B – Work Statement
  - Budget Summary (Attachment I)
  - Project Milestones (Attachment II)
  - Project Schedule (Attachment III)
  - Key Project Personnel (Attachment IV)
- Exhibit C – Attachment A to Resolution 18-22

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) <b>Northern Sierra Air Quality Management District</b>	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: <i>Brendy Hunt</i>		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>Gracie Bennett</i>	
TITLE Administrative Services Division Chief, ARB	DATE <i>6/11/18</i>	TITLE <b>APCO</b>	DATE <i>5-31-18</i>
GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) <b>200 LITTON DRIVE, SUITE 320 GRASS VALLEY, CA 95945</b>			
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT <b>\$35,106.00</b>	FISCAL YEAR/PROGRAM <b>2017-18/3500</b>	FUND TITLE <b>Air Pollution Control Fund</b>	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$</b>	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$35,106.00</b>	ITEM <b>3900-001-0115</b>	CHAPTER <b>14</b>	STATUTE <b>2017</b>
	OBJECT OF EXPENDITURE <b>004100-59500-570</b>	FISCAL YEAR <b>2017-18</b>	
<i>44500</i>			
<i>I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.</i>			
SIGNATURE OF AIR RESOURCES BOARD BUDGET OFFICE: <i>[Signature]</i>		DATE <b>5/25/18</b>	
<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>			
SIGNATURE OF AIR RESOURCES BOARD LEGAL OFFICE: <i>[Signature]</i>		DATE <b>5/25/2018</b>	

**To:** Northern Sierra Air Quality Management District Board of Directors

**From:** Gretchen Bennitt, Air Pollution Control Officer

**Date:** August 27, 2018

**Agenda Item: IV.E**

**Agenda Description:** Ratify Carl Moyer Contract CMP 2018-03 between Ace Welding and Northern Sierra Air Quality Management District for \$8,312.50 to replace a welder.

**Issues:**

Attached is Contract # CMP 2018-03 between Ace Welding and the Air District. The contract is for \$8,312.50 to replace a tractor. Gretchen Bennitt contacted Chair Sanchez to sign the contract and send it to Ace Welding for final signature.

The attachment is for Board review to ratify the contract.

**Requested Action:** Approve and Ratify the Agreement between Northern Sierra Air Quality Management District and Ace Welding.

**ROLL CALL VOTE REQUESTED**

**Attachments:**

1. Contract # CMP 2018-03



**GRANT AGREEMENT**

between

**The Northern Sierra Air Quality Management District**

and

**Gabriel Kulp of Ace Welding, Inc.**

This Agreement is made and entered into this 2<sup>nd</sup> day of August, 2018  
day month year  
by and between the NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT (NSAQMD), an air quality management district formed pursuant to the laws of the State of California, and Participant.

**WITNESSETH**

This Agreement ("Agreement") between the Northern Sierra Air Quality Management District, a public agency of the State of California, hereinafter referred to as "District" and **Gabriel Kulp of Ace Welding, Inc.**, hereinafter referred to as "Participant".

WHEREAS, pursuant to Health and Safety Code §41082, the District may undertake programs that include financial assistance or other incentives to fleet operators for the purchase, conversion, replacement or operation of low-emission motor vehicles; and

WHEREAS, only public or private fleets that permanently reside within Nevada, Sierra, or Plumas Counties qualify for funding; and

WHEREAS, under Resolution No. 2018-02 on March 26, 2018, NSAQMD's Board of Directors authorized the NSAQMD to participate in Year 20 of the "Carl Moyer Memorial Air Quality Standards Attainment Program (Heavy-Duty Low-Emission Vehicle Incentive Program)"; and

WHEREAS, pursuant to Northern Sierra Air Quality Management District Board Resolution No. 2004-03, the Air Pollution Control Officer is authorized to execute incentive agreements for the "Carl Moyer Memorial Air Quality Standards Attainment Program (Heavy-Duty Low-Emission Vehicle Incentive Program)"; and

WHEREAS, "Participant" represents that the purchase is NOT required by any local, state, and/or federal rule or regulation. For public agencies, controlling board policy does NOT require the purchase.

NOW, THEREFORE, based on their mutual promises, covenants, and conditions, the parties hereby agree as follows:

## 1. PROJECT

Participant shall perform all activities and work necessary to implement and complete the project set forth in the proposal which is incorporated herein as Exhibit A. Participant agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. Participant represents that the Participant has the expertise necessary to adequately perform the project specified in Exhibit A.

In the event of any conflict between or among the terms and conditions of this Agreement, the exhibits incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. The text of this Agreement;
2. Exhibits A, B, Exhibit B-1a to this Agreement;
3. The NSAQMD Year 20 Carl Moyer Incentive Program Policy and Procedures prepared by the NSAQMD; and,
4. The Carl Moyer Program Guidelines (April 27, 2017) and applicable Carl Moyer Program Advisories.

In addition, unless stricter compliance requirements are defined by Items 1 to 3 in the list above, then the project shall comply with the requirements established in Item 4.

## 2. PERIOD OF PERFORMANCE/TIMETABLE

Participant shall commence performance of work and produce all work products in accordance with the work schedule and deadlines for performance identified in Exhibit A (Statement of Grant Obligations) unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

## 3. EQUIPMENT REPLACEMENT REQUIREMENTS

**A. Replacement:** The Participant shall provide the NSAQMD with a copy of the final invoice from the dealer from whom the replacement equipment will be purchased. Purchase of any equipment/engine other than the one specified on the submitted final invoice shall constitute a breach of this Agreement.

**B. Maintenance:** The Participant shall maintain the new grant-funded engine(s)/equipment pursuant to the manufacturer's written specifications. Prior to operating the engine(s)/equipment, the Participant will provide the NSAQMD with a copy of the manufacturer's written maintenance specifications. The Participant will keep a maintenance log containing records of all maintenance performed on the engine(s)/equipment.

The Participant shall make these maintenance logs available for NSAQMD review upon request by the NSAQMD. To ensure accurate engine(s)/equipment reporting, Participant is required to maintain equipment (hour meters, odometers) necessary to determine usage. The Participant must document usage during a failure of such

equipment and provide the NSAQMD with that documentation with the Annual Usage Report. Failure to comply with these conditions will constitute a breach of this Agreement. Failure to maintain the engine(s)/equipment to the manufacturer's specifications will constitute a breach of this Agreement.

**C. Operation:** The Participant shall operate the new grant-funded engine(s)/equipment pursuant to the manufacturer's written specifications. Prior to operating the engine(s)/equipment, the Participant will provide the NSAQMD with a copy of the manufacturer's written operating specifications. Failure to operate the engine(s)/equipment within the manufacturer's specifications will constitute a breach of this Agreement.

**D. Modification:** The Participant is prohibited from modifying the engine(s)/equipment configuration. This includes but is not limited to modifications to the engine(s)/equipment, electronic control unit, cooling, exhaust, crank-case ventilation and lubrication systems, power take-offs, and the transmission/gear reduction as applicable. The Participant is required to conduct routine maintenance and repair as needed. All components replaced as part of routine maintenance and/or repair must comply with the original installed engine(s)/equipment configuration and manufacturer's specification. Any modifications to the engine(s)/equipment configuration without written consent from an agent authorized by the manufacturer and the NSAQMD will constitute a breach of this Agreement.

#### **4. PERFORMANCE**

This project will result in emission reductions because the replacement engine(s)/equipment has (have) lower emissions than the original engine(s)/equipment. The required emission reductions over the Agreement term are specified in Exhibit A. The performance measure to ensure that the required emission reductions are achieved for this project shall be derived from the total engine operation since it (they) was (were) purchased, based on either fuel usage or engine(s)/equipment hours as Specified in Exhibit A. As required by the Carl Moyer Program Guidelines (April 28, 2011), a minimum of 75 percent of the project's operation must be within California.

Annually, through the term of this Agreement or any amendments to it, and starting one year from the day of the NSAQMD post-inspection, Participant shall provide the NSAQMD with Annual Engine/Equipment Usage Reports as outlined in Exhibit B using the report form in (Exhibit B-1a). Prior to this Agreement being deemed complete, the NSAQMD shall assess whether the engine(s)/equipment was (were) sufficiently operated to achieve the required emission reductions. Engine(s)/equipment operation over the Agreement term, must result in the contracted usage as stated in Exhibit A being achieved. In the case where the actual usage is between plus or minus 30% of the contracted usage, then the NSAQMD shall declare the Agreement complete. In the case where the actual usage is 30% above the contracted usage, the Participant will provide the NSAQMD with the reason for the extra usage and if the NSAQMD, the ARB or their designee(s) deem the reasoning acceptable, the NSAQMD shall declare the Agreement complete. In the case where the actual usage is 30% below the contracted usage or excessive usage is not acceptable to the NSAQMD, the ARB or their designee(s), then one of the following performance compliance options for the project shall be selected by the NSAQMD:

1. The Participant shall repay a portion of the grant amount to the NSAQMD where the repayment portion is determined using the following formula:

$$R = G \times \left( 1 - \frac{O_{act}}{O_{con}} \right)$$

Where:

*R* is the repayment amount;

*G* is the total grant amount as stated in Paragraph 6;

*O<sub>act</sub>* is the total actual engine(s) operation amount since the equipment purchase;

*O<sub>con</sub>* is the total required engine(s) operation amount over the term of this Agreement defined in Exhibit A;

or,

2. 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.

## 5. RECORD KEEPING AND REPORTING

**A. Records:** Participant shall keep, and provide to NSAQMD or its agents, upon request, accurate financial records (including invoices and published price lists on which Agreement was based) necessary to enable NSAQMD to review Participant's performance of this Agreement. These records shall demonstrate the grant funding has been used for the purchase of engine(s)/equipment and/or provision of services as described in Exhibit A to this Grant Agreement, Statement of Grant Obligations. Participant shall maintain all such records for at least five years after the date on which the engine(s)/ equipment and or/services was (were) purchased.

**B. Reports:** The Participant shall submit report(s) to the NSAQMD in accordance with the schedule and format specified in Exhibit B (Annual Grant Status Report Format) and Exhibit B-1a (Annual Engine Usage Report). Failure to comply with reporting requirements will trigger District Auditing as specified in the Carl Moyer Program Guidelines.

## 6. COMPENSATION

NSAQMD may reimburse Participant for up to **Eight thousand three hundred twelve dollars and 50 cents (\$8,312.50)** ("Total Grant Award") if and when such funds become available to NSAQMD and are budgeted for this purpose by NSAQMD.

**A. Payments:** Only expenditures incurred by Participant in the direct performance of this Agreement can be reimbursed by NSAQMD. Participant shall invoice the NSAQMD in accordance with the schedule specified in Exhibit A. Payments by NSAQMD to Participant for any services detailed in Exhibit A shall be permitted only after said services have been satisfactorily rendered, and after a written request and claim from Participant for such payment has been

received by NSAQMD. Said written request shall set forth the work completed in the claim period and shall include copies of any and all invoices or financial records needed to verify that stated costs have been incurred by Participant. Invoices and supporting records shall be submitted to NSAQMD no more often than once every five months, unless prior approval for a greater frequency has been given by NSAQMD. Claims and all supporting documentation shall be submitted to the Northern Sierra Air Quality Management District (NSAQMD), PO Box 2509, Grass Valley, California 95945, Attention: Joe Fish.

NSAQMD shall pay Participant the amount of the Total Grant Award within thirty (30) calendar days after receiving a request for payment and verifying that services have been satisfactorily completed as cited in the invoice.

NSAQMD shall review and pay Participant additional sums toward the Total Grant Award if and when (a) NSAQMD receives additional Carl Moyer grant funds for the next funding cycle, and (b) NSAQMD budgets and allocates such funds for the purpose of funding this Agreement.

Participant expressly understands, acknowledges and agrees that NSAQMD will use reasonable efforts to budget and allocate funds to support this Agreement, however NSAQMD cannot make any guarantees as to the availability or amount of any future reimbursement pursuant to this Agreement except for the Total Grant Award expressly set forth above. Any and all future decisions to budget for or expend monies to support this reimbursement agreement are subject to the sole discretion of the NSAQMD Board and, therefore, this Agreement creates no right or entitlement to any future reimbursement whatsoever. NSAQMD shall have no obligation whatsoever to budget or expend monies for the purpose of fully funding this reimbursement agreement nor to use any funds other than Carl Moyer grant funds for the purpose of funding this Agreement.

Any and all obligations or commitments to reimburse Participant under this Agreement shall expire as of the earlier of (a) **October 31, 2018** or (b) termination of the Agreement pursuant to Paragraph 9, below; and that this Agreement may be terminated whether or not Participant has received its full reimbursement for the Total Grant Award. Therefore, Participant further understands, acknowledges, and agrees that this Agreement may terminate before full reimbursement for the Total Grant Award may be made.

The amount to be paid to Participant under this Agreement shall include all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by Participant.

**B. Surplus Funds:** Any part or all of a payment by NSAQMD to Participant, which is not utilized for any reason by Participant to pay costs pursuant to the terms and conditions of this Agreement or as detailed in a claim by Participant, shall be refunded to NSAQMD within 30 days after the end of the project term defined in Paragraph 2 above.

**C. Close-out Period:** All final claims for repayment shall be submitted by Participant to NSAQMD within sixty (60) days following the final month of

activities for which payment is claimed. No action will be taken by NSAQMD on claims submitted beyond the 60-day close-out period.

**D. Repossession:** If for any reason the lien holder of the new equipment is required to repossess said equipment, the Participant shall be liable for the repayment of the Total Grant Award to the NSAQMD and agrees to reimburse the NSAQMD the full amount of the Total Grant Award as specified herein within 30 days of such repossession of said equipment.

## **7. NON-ALLOCATION OF FUNDS**

The terms of this Agreement and the services to be provided there under are contingent on the approval and appropriation of funds by the NSAQMD, the State of California and the federal government. NSAQMD upon giving **seven (7) calendar days written notice** to Participant, shall have the right to terminate its obligations under this Agreement if the NSAQMD, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge NSAQMD's obligations coming due under this Agreement.

## **8. INDEPENDENT PARTICIPANT**

In performance of the work, duties, and obligations assumed by Participant under this Agreement, it is mutually understood and agreed that Participant, including any and all of Participant's officers, agents, and employees, will at all times be acting and performing as an independent Participant and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of NSAQMD. Furthermore, except for requirements specifically stated in this Agreement, NSAQMD shall have no right to control, supervise or direct the manner or method by which Participant shall perform its work and function. However, NSAQMD shall retain the right to administer this Agreement so as to verify that Participant is performing its obligations in accordance with the terms and conditions thereof. Participant and NSAQMD shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent Participant, Participant shall have absolutely no right to employment rights and benefits available to NSAQMD employees. Participant shall be solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. In addition, Participant shall be solely responsible and hold NSAQMD harmless from all matters relating to payment of Participant's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Participant may be providing services to others unrelated to NSAQMD or to this Agreement.

## 9. TERMINATION

**A. Breach of Agreement:** NSAQMD may immediately suspend or terminate this Agreement, in whole or in part, for any of the following reasons:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to NSAQMD;
4. Improperly performed services; or
5. Participant breaches any requirements of the Carl Moyer Program Guidelines (April 28, 2011) and applicable Carl Moyer Program Advisories.

In no event shall any payment by NSAQMD constitute a waiver by NSAQMD, the ARB or their designee(s) of any breach of this Agreement or any default which may then exist on the part of Participant, nor shall such payment impair or prejudice any remedy available to NSAQMD, the ARB or their designee(s) with respect to the breach or default. NSAQMD, the ARB or their designee(s) shall have the right to demand of Participant the repayment to NSAQMD of any funds disbursed to Participant under this Agreement which in the judgment of NSAQMD, the ARB or their designee(s) were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, NSAQMD, the ARB or their designee(s) may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

**B. Without Cause:** Either party may terminate this Agreement at any time after giving the other party at least thirty (30) days advance written notice of intention to terminate. Upon such termination, all the work, if any, produced by Participant shall be promptly delivered to NSAQMD. Additional terms and conditions may apply in the event of termination by the Participant, as identified in Paragraph 27.C of this Agreement.

## 10. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

## 11. NON-ASSIGNMENT

Neither party shall assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior express, written consent of the other party.

## 12. INDEMNIFICATION

Participant agrees to indemnify, save, hold harmless, and at NSAQMD's request, defend NSAQMD, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and

property damage) occurring or resulting to NSAQMD which arises from any negligent or wrongful acts or omissions of Participant, its officers, agents, subcontractors, or employees in their performance of this Agreement.

In addition, by signing this agreement, Participant affirms that the project proposed in Exhibit A to this Grant Agreement has not been funded and is not being considered for funding by another air district, ARB, or any other public agency. Any applicant who is found to have submitted multiple applications for the same project may be banned by the ARB from submitting future applications to Carl Moyer Program solicitations and may be subject to criminal sanctions. A project funded cooperatively by multiple air districts is eligible for funding if the project parameters are coordinated amongst the participating districts and the project meets all applicable Carl Moyer Program criteria. Applicants are allowed to re-apply for project funding if a previous application has been rejected and is no longer being considered for funding or if the applicant withdraws the previous application from the other funding source.

### **13. INSURANCE**

**A.** Without limiting NSAQMD's right to obtain indemnification from Participant or any third parties, Participant, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

Commercial general liability insurance with minimum limits of coverage in the amount of one million dollars (\$1,000,000) per occurrence;

Commercial automobile liability insurance which covers bodily injury and property damage with a combined single limit with minimum limits of coverage in the amount of one million dollars (\$1,000,000) per occurrence; and,

Workers' compensation insurance in accordance with California law. In the event Participant is exempt from the requirement of maintaining workers compensation insurance, Participant shall provide to the District satisfactory evidence of such exemption.

**B.** Prior to finalizing this Agreement, Participant shall provide certifications of insurance on the foregoing policies, as required herein, to NSAQMD, stating that such insurance coverages have been obtained and are in full force. The Participant's general commercial liability insurance policy, worker's compensation policy, and automotive general liability shall endorse/name the NSAQMD, its officers, agents, employees, individually and collectively, as additional insured, but only insofar as the engine(s)/equipment provided under this Agreement. Such coverage for additional insured shall apply as primary insurance, and any other insurance maintained by NSAQMD, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under Participant's policies herein. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to NSAQMD.



C. In the event Participant fails to keep in effect at all times insurance coverage as herein provided, NSAQMD may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

#### **14. AUDITS AND INSPECTIONS**

Participant shall at any time during regular business hours, and as often as NSAQMD, the ARB or their designee(s) may deem necessary, make available to and permit NSAQMD, the ARB or their designee(s) to inspect and audit all of the Participant's engine(s)/equipment and/or records necessary to determine Participant's compliance with the terms of this Agreement.

Participant shall be subject to an audit by NSAQMD, the ARB or their designee(s) to determine if the revenues received by Participant were spent for the reduction of pollution as provided in this Agreement and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, NSAQMD, the ARB or their designee(s) makes a determination that funds provided to the Participant pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, Participant agrees to immediately reimburse NSAQMD all funds determined to have been expended not in conformance with this Agreement.

Participant shall retain all records and data for activities performed under this Agreement for at least five (5) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

The Participant understands and agrees that the ARB has the authority and reserves the right to monitor and enforce the terms of the contract at any time during the project life to ensure emission reductions are obtained for a minimum of 75 percent operation within California. The NSAQMD, the ARB or their designee(s) may seek whatever legal, equitable and other remedies are available under State law for the owner's failure to comply with the Carl Moyer Program requirements and failure to fully perform under the grant agreement.

#### **15. NOTICES**

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

**PARTICIPANT**

Gabriel Kulp  
Ace Welding, Inc.  
12819 Loma Rica Dr.  
Grass Valley, CA 95945-

**NSAQMD**

Gretchen Bennitt  
Air Pollution Control Officer  
Northern Sierra Air Quality Management District  
200 Litton Drive, Suite 320  
Grass Valley, CA 95945

Any and all notices between NSAQMD and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when

personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

#### **16. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office.

#### **17. LOBBYING PROHIBITED**

None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

#### **18. CONFLICT OF INTEREST**

No officer, employee, or agent of NSAQMD who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. Participant shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of NSAQMD.

#### **19. GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Nevada County, California.

#### **20. BINDING ON SUCCESSORS**

This Agreement, including all covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

#### **21. TIME IS OF THE ESSENCE**

It is understood that for Participant's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Participant will, to the reasonable satisfaction of NSAQMD, complete all activities provided herein within the time schedule outlined in the attachments to this Agreement, provided that Participant is not caused unreasonable delay in such performance.

#### **22. DATA OWNERSHIP**

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developed by Participant under this Agreement shall become the exclusive property of NSAQMD, provided, however, Participant shall be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by Participant

under this Agreement, subject to NSAQMD's exclusive ownership rights stated herein. Accordingly, Participant shall, if requested, surrender to NSAQMD all such data which is in its possession (including its subcontractors or agents), without any reservation of right or title, not otherwise enumerated herein. NSAQMD shall have the right at reasonable times during the term of this Agreement to inspect and reproduce any data received, collected, produced, or developed by Participant under this Agreement. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by Participant, pursuant to this Agreement, shall be released or made available (except to NSAQMD) without prior, express written approval of NSAQMD while this Agreement is in force.

### **23. NO THIRD-PARTY BENEFICIARIES**

Notwithstanding anything else stated to the contrary herein, it is understood that Participant's services and activities under this Agreement are being rendered only for the benefit of NSAQMD, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

### **24. SEVERABILITY**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

### **25. TITLE TO EQUIPMENT**

Title to and risk of loss of equipment purchased with funds received through this Agreement shall, at all times, vest in and with Participant. Participant acknowledges that NSAQMD did not supply, design or manufacture the equipment or any of its components. This equipment is commercially manufactured and sold by a manufacturer to be determined by Participant. NSAQMD specifically disclaims all warranties, express and implied, including the implied warranties of merchantability and fitness for the intended purpose, as to the purchased equipment, any test equipment or field tests. In no event shall NSAQMD be liable to Participant or any third party for any direct, indirect, consequential, special, incidental, or punitive damages for the design, manufacture, operation, maintenance, performance, or demonstration of the purchased equipment under any theory, including but not limited to, tort, contract, breach of warranty, or strict liability.

### **26. RIGHTS TO EMISSION REDUCTIONS**

With the exception of early compliance credits authorized by State statute or regulations written by the California Air Resources Board, Participant transfers and conveys to NSAQMD all rights and claim to ownership of the emission reductions achieved through the project funded by this Agreement. Participant shall not use or attempt to use the emission reductions achieved by the project as emission reduction credits. Participant hereby fully and completely relinquishes such rights for the useful life of the project as specified in Exhibit A.

## 27. SPECIAL CONDITIONS

**A. Agreement Completion:** The entire proposed project must be completed according to the schedule presented in Exhibit A, Statement of Grant Obligations. The NSAQMD, at its discretion, may instead elect to modify the said schedule unless such an extension is not possible as a result of regulatory requirements.

**B. Disposal of Replaced Equipment:** Participant will be removing from service the existing engine(s)/equipment as outlined in Exhibit A.

**C. Termination:** Participant may terminate its obligation to operate the low emissions equipment funded under this Agreement for good cause provided that Participant shall reimburse the NSAQMD based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement. Notice of termination shall be provided in writing and shall be effective upon completion of the terms of this Paragraph. Such notice shall terminate Participant's obligation under Paragraphs 1 (Project) and 2 (Period of Performance / Timetable) of this Agreement.

### **D. Replacement, Sale, Relocation or Damage to Engine(s)/Equipment:**

**1. Replacement:** If for any reason, the new engine(s)/equipment is (are) rendered inoperable during the life of this Agreement, the Participant shall notify the NSAQMD of this fact in writing within 15 days and begin working with the NSAQMD to promptly complete one of the two options listed below:

(a) Participant shall replace the engine(s)/equipment with an engine(s)/equipment that has (have) equal or lesser air emissions, as determined by the NSAQMD. Once the replacement engine(s)/equipment is (are) determined, the NSAQMD will amend the Agreement to specify the replacement engine(s)/equipment. The amendment will also extend the life of the Agreement to account for the time that the engine(s)/equipment was (were) out of service and unable to meet the original Agreement performance obligations. In the event that such an amendment is not possible as a result of regulatory requirements, this Agreement's performance requirements shall be addressed by the Participant repaying the NSAQMD a portion of the grant amount based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.

(b) If the Participant elects not to replace the inoperable engine(s)/equipment with an engine(s)/equipment that has (have) greater air emissions, as determined by the NSAQMD, then the Participant shall repay the NSAQMD based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.

**2. Sale:** If for any reason, the new engine(s)/equipment is (are) to be sold by the Participant during the life of this Agreement, the Participant shall notify the NSAQMD of this fact in writing 15 days prior to listing or otherwise preparing for the sale of the engine(s)/equipment and begin working with the NSAQMD to promptly complete one of the following two available options:

(a) Participant shall make compliance with this Agreement a written condition of the sale and a new Agreement between the NSAQMD and the new owner must be finalized as part of the final sale. Sale of the engine(s)/equipment can only occur within Nevada, Sierra or Plumas counties. Copies of all forms pertaining to the sale of the engine(s)/equipment shall be provided to the NSAQMD within 30 days of the sale and the forms shall refer to the existence of this Agreement and the new Agreement in the space provided for Warranties / Appurtenances / Limitations / Exceptions.

(b) If the Participant elects to sell the engine(s)/equipment without the completion of the grant Agreement obligations or the engine(s)/equipment is sold outside of Nevada, Sierra or Plumas counties, the Participant shall repay the NSAQMD based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.

**3. Relocation:** If for any reason during the life of this Agreement the Participant wants to relocate outside of Nevada, Sierra or Plumas counties and continue to use the new engine(s)/equipment inside California, Participant shall notify the NSAQMD of the specifics of the relocation in writing 15 days prior to the relocation and begin working with the NSAQMD to determine the possibility of modifying the Grant Agreement. If relocation occurs outside of California, Participant shall repay the NSAQMD based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.

**4. Damage:** If for any reason, the new engine(s)/equipment is (are) damaged but repairable during the life of this Agreement, the Participant shall notify the NSAQMD of this fact in writing within 15 days and begin working with the NSAQMD to promptly complete one of the two options listed below:

(a) Participant shall have the damaged engine(s)/equipment repaired by an agent that is authorized by the manufacturer to complete the repairs. Use of an unauthorized agent for the engine(s)/equipment repair shall constitute a breach of this Agreement. Depending on the needed repair time, the NSAQMD will determine if an amendment to the Agreement is needed to extend the life of the Agreement to account for the time that the engine(s)/equipment will be out of service and unable to meet the original Agreement performance obligations. In the event that such an amendment is not possible as a result of regulatory requirements, this Agreement's performance requirements shall be addressed by the Participant repaying the NSAQMD a portion of the grant amount based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.

(b) If the Participant elects not to have the damaged engine(s)/equipment repaired, then the Participant shall repay the NSAQMD based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.


**28. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between Participant and NSAQMD with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written. Electronic signatures are acceptable. Contract will be finalized upon receipt of wet signature of Participant in District office.

Approved:  Date: 8-2-18  
Gabriel Kulp

Approved:  Date: 7/30/18  
Northern Sierra Air Quality Management District  
Michael Sanchez, Chair

Approved:  Date: 8-2-18  
Northern Sierra Air Quality Management District  
Gretchen Bennitt  
Air Pollution Control Officer

**EXHIBIT A**

**STATEMENT OF GRANT OBLIGATIONS**

**General**

The NSAQMD promotes voluntary diesel engine emission reduction programs under cooperative agreements with eligible applicants to reduce public exposure to ozone precursors and toxic diesel particulate matter. The objective of this Grant Agreement is to reduce these air pollution emissions from this off-road piece of equipment in the Participant's fleet by replacing the existing equipment with newer equipment. The equipment is based in Nevada County. This project's cost effectiveness is less than the Carl Moyer Program cost effectiveness limit as defined in the most current version of the Carl Moyer Guidelines (Moyer Guidelines) with the Grant Agreement life being 10 years for agricultural equipment and 5 years for all others.

**Project Description**

	<b>Existing Equipment</b>	<b>New or Replacement Equipment</b>
<b>Type</b>	Welder	Welder
<b>Make / Model</b>	Miller / 44D	Miller / Trailblazer 302
<b>VIN / Year</b>	HJ 134637 / 1977	/ 2018
	<b>Existing Engine</b>	<b>New or Replacement Engine</b>
<b>Make / Model</b>	Perkins, 150 cu. in., 4 cylinder	Kohler, Command Pro CH750
<b>Serial # / Year</b>	154u2990 / 1977	/ 2018 2018
<b>Fuel / HP</b>	Diesel / 62 hp	Gasoline / 27 hp
<b>Hours of Op.</b>	300 hrs/yr	300 hrs/yr (+/- 30%)
<b>Family</b>		
<b>Eng. Cert.</b>	Uncontrolled	

**Final Disposition of Existing Equipment**

The State of California intends that the existing engine(s)/equipment shall be permanently prevented from polluting the air in any location in any manner. Therefore, the engine(s)/equipment shall be rendered permanently inoperable before the Total Grant Award is disbursed by the Air District. The Air District shall do a Final Post Inspection on the existing equipment to ensure that it has been properly rendered permanently inoperable. Typically, that would entail, at a minimum, a hole punched in the engine block and a section of the equipment frame (or some other equivalent structure) permanently removed from the existing equipment.

**Total Grant Award**

The Total Grant Award for this project shall not exceed \$8,312.50.

**Matching Funds**

Costs incurred in excess of the Total Grant Award for the project will be the responsibility of the Participant and shall constitute their matching and/or in-kind contribution for the project.

**Term of Agreement**

1. For the purposes of this Agreement, the term of the Grant Agreement life is defined herein to be **Five (5) years** from the date of the final post inspection (To be filled in once final post inspection occurs. **Date:** ).
2. **Installation Deadline:** Project shall be completed as soon as possible but must be completed before **October 31, 2018**.
3. No work may begin until contract is fully executed.

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**EXHIBIT B  
ANNUAL GRANT STATUS REPORT FORMAT**

Participant shall submit the "Annual Engine/Equipment Usage Report" form below to the NSAQMD for each new low emission engine/equipment funded under this Agreement. The first report is due one year from the day of the NSAQMD post-inspection. The report form will be provided to the NSAQMD annually for the life of the Grant Agreement. The purpose of this report form is to provide the NSAQMD with feedback as to Participant's experience with the new low emissions equipment and to provide a record of the actual usage versus the usage identified in the Participant's grant application. The report shall include the following items:

1. Name and address of Participant;
2. Project Agreement number;
3. Make and model of equipment purchased;
4. Usage information for the new equipment:
  - Hours of use of the new equipment over the past 12 months; or
  - Estimated fuel use with the new equipment over the past 12 months;
5. Discussion of any repairs, problems, or benefits with the equipment.



**Northern Sierra Air Quality Management District**  
**Exhibit B-1a: Annual Engine Usage Report**  
**(Agreement#: CMP 2018-03)**

**INSTRUCTIONS:** Complete this Annual Engine Usage Report every year on the anniversary date of the project's post inspection for the life of the Grant Agreement. The report shall be sent to the NSAQMD within 2 weeks of the post inspection anniversary date.

**SECTION 1: GRANTEE INFORMATION**

Company/Grantee Name: Ace Welding, Inc. / Gabriel Kulp

Company/Grantee Address: Ace Welding, Inc. / 12819 Loma Rica Dr., Grass Valley, CA 95945-

Company/Grantee Phone Number: (530) 274-8965

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

**SECTION 2: ENGINE INFORMATION:** Please verify the information below and complete any missing information. Failure to complete information may lead to an immediate engine inspection and audit.

1. Location of Equipment /Engine Identified Below: \_\_\_\_\_

New Equipment: Miller Trailblazer 302; VIN: \_\_\_\_\_

2. Model Year, Make, Model and Family Number of new equipment engine:

New Engine: 2018

2018 Kohler Command Pro CH750      Family:

Grant Agreement Usage: 300 hours/yr (+/- 30%)

3. Engine Serial #: \_\_\_\_\_

4. Power Rating: : 27 HP

5. Fuel Type: Gasoline

**SECTION 3: ANNUAL USAGE INFORMATION:** Provide the following Engine Usage Information:

1. Report Start Date: \_\_\_\_\_ (MM/DD/YY)

2. Report End Date: \_\_\_\_\_ (MM/DD/YY)

3. Percent of Time Operated in California: \_\_\_\_\_

4. Engine Use within the period stated above (complete all that apply):

\_\_\_\_\_ hours

\_\_\_\_\_ gallons

\_\_\_\_\_ N/A miles

5. Has the fleet mod functioned effectively over this period \_\_\_\_\_

(Yes/No; if No, please attach description of issue(s) & steps taken to resolve issue(s).)

Signature \_\_\_\_\_

Date \_\_\_\_\_

Mail to: NSAQMD, PO Box 2509, Grass Valley, CA 95945    Fax to: 530-274-7546    Questions: 530-274-9360

**To:** Northern Sierra Air Quality Management District Board of Directors

**From:** Gretchen Bennitt, Air Pollution Control Officer

**Date:** August 27, 2018

**Agenda Item: IV.F**

**Agenda Description:** Proposed Position Description for Accounting Technician/Administrative Assistant

**Issues:** Attached is the draft position description for Accounting Technician/Clerk of the Board.

The Executive Director worked with Air Districts in Placer, Butte, Yuba, Sutter, Lassen, Shasta and Tehama Counties to compare salaries and position descriptions.

The proposed position description is a compilation of many different relevant positions throughout those counties combined with specific requirements needed by the Northern Sierra Air Quality Management District.

The proposed salary is comparable to the other similar positions in those reviewed air districts.

**Requested Action:** Review and provide direction.

**ROLL CALL VOTE REQUESTED**

**Attachments:**

1. Accounting Clerk/Administrative Assistant Position Description

## Accounting Clerk/Administrative Assistant

\$21.96-\$26.69 Hourly/\$3,806.40–4,626.27 Monthly/\$45,676.80-\$55,515.20 Annual

### Definition:

Under direct supervision of the Executive Director, learns and performs a variety of technical and office support work related to the processing of financial transactions and the preparation and reconciliation of financial and accounting records and reports; and performs other duties as assigned.

To perform responsible and specialized secretarial and clerical duties in support of the Northern Sierra Air Quality Management District and Board of Directors.

### Distinguishing Characteristics:

Incumbents perform the full range of technical work in all of the following areas: billing, processing, payroll, accounts receivable and accounts payable. In addition, this position performs a variety of record keeping, reconciliation, payroll time reports, contract administration and report preparation activities, health and retirement benefits recordkeeping for employees through the California PERS system. Incumbents participate in office support work performing multiple duties to ensure efficient District service.

This position requires specialized accounting knowledge, abilities, skills and experience, involves frequent contact with the public and Board members.

### Supervision Received and Exercised:

Receives immediate supervision from the Executive Director of the Air District.

### Examples of Essential Duties: (Illustrative only)

- Record and verify a variety of financial transactions; prepares and maintains records of a variety of periodic and special financial, accounting and statistical reports using Quickbooks software.
- Perform and maintain journals and subsidiary ledgers, general ledgers, accounts receivable and payable and other similar accounting records requiring specialized technical, functional or programmatic knowledge.
- Classify and post expenditures, revenues, and maintain records of postings; and reconcile to financial reports.
- Keep ledger accounts and collection accounts, balance accounts; review, identify and correct irregularities.
- Oversee, coordinate and provide information required for the annual District financial audit; and respond to and implement auditor's recommendations.

- Calculate, verify, process and maintain payroll records; ensure compliance with laws and District policies; resolve payroll related problems; maintain related documents and reports.
- Provide various payroll-related information to Executive Director and outside agencies, and as requested, to others within the restrictions of the law.
- Calculate and prepare payments for employee insurances, retirement, and other employee deductions and benefits.
- Review for accuracy all related payroll reports including W-2's, State and Federal quarterly and annual returns.
- Track and process purchase orders; review invoices and reports for accuracy and appropriate authorization; ensure that funds are budgeted and available and prepare documentation for payment; enter and verify data into the automated accounts payable system to produce payment, prepare payments for mailing and file copies with backup.
- Use a variety of standard office equipment, including a computer and various spreadsheet, database, and word processing software.
- Perform general office support duties such as open and route mail and deliveries; answer phones and door; prepare correspondence; and duplicate, scan and distribute various written materials.
- Assist customers, answer questions and provide information regarding fees and other specific account information and update related files.
- May assume other customer service responsibilities on a relief basis as required.
- Assist with special projects as requested.
- Contribute to a positive work environment by participating in solutions to problems as they occur.
- Perform a variety of responsible clerical and secretarial duties for the Board of Directors.
- Assist in preparing for and coordinating meetings of the Board of Directors; record and transcribe board meetings and word process a variety of documents, reports, memoranda, forms and charts where the knowledge of format and presentation is necessary.
- Compose routine correspondence and memoranda; proofread for accuracy, correct form, spelling, and proper English usage
- Maintain and monitor records and files; track board requirements for State Required documents, such as FPPC Form 700's, Ethics Training, and Sexual Harassment Training (AB1661).
- Perform other duties as assigned.
- Maintain insurance records for the District

### **Minimum Qualifications:**

#### **Experience and Training**

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

- A combination of five years of increasingly responsible administrative work experience in budgeting, accounting, fiscal control and analysis, etc.

OR

- Equivalent to a Bachelor's degree from an accredited college or university with major course work in public or business administration, government, accounting, finance or a related field

**License or certificate:**

Must possess a valid driver's license as required by the position. Proof of adequate vehicle insurance and medical clearance may also be required.

**Knowledge, Skills and Abilities:**

**Knowledge of:**

- English usage, spelling, grammar and punctuation.
- Modern office methods, practices, procedures and computer equipment.
- Business letter writing and report formatting
- Principles and practices of taking meeting notes.
- Principles and practices of software usage, including word processing and spreadsheets
- Principles and practices of customer service
- Arithmetic calculations related to statistical recordkeeping
- Principles and practices of book keeping and statistical recordkeeping.

**Ability to:**

- On a continuous basis, sit at a desk or in meetings for long periods of time. Intermittently twist and reach office equipment; walk, stand, bend, squat, kneel or twist to retrieve files; use telephone; perform simple grasping and fine manipulation; see with correctable acuity sufficient to read characters on computer screen; hear and speak with correctable acuity sufficient to read characters on a computer screen; hear and speak with correctable acuity sufficient to communicate with those contacted in the course of work; write and use keyboard to communicate through written means; hear proceedings and actions taken in public meetings; lift weight.
- Understand and carry out a variety of both oral and written instructions in an independent manner.
- Learn to understand and accurately explain District's policies and procedures.
- Learn to apply pertinent local, State and Federal rules, regulations and laws, including those defining functions and activities of relevant public offices, public meeting requirements and access to information.
- Learn the proper preparation of a variety of legal documents, including agendas, summaries of action and meeting minutes.
- Communicate clearly and concisely in both oral and written form.
- Type accurately.
- Compile information and maintain records.
- Work with various cultural and ethnic groups in a tactful and effective manner.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Operate a 10-key adding machine
- Apply accounting, financial and statistical recordkeeping principles to the maintenance of statistical, accounting, financial and payroll transactions.

**To:** Northern Sierra Air Quality Management District Board of Directors

**From:** Gretchen Bennitt, Air Pollution Control Officer

**Date:** August 27, 2018

**Agenda Item: IV.G**

**Agenda Description:** FY 2017-2018 End of Year Report and Proposed Final Budget Amendments to FY 2017-2018

**Issues:**

The District's contracted accountant has worked with the Executive Director to complete a year end report for FY 2017-2018.

In addition, the contracted accountant has worked with the Executive Director to amend FY 2017-2018 budget. The Year End Report and Proposed Final Budget are presented for the Board to review and approve.

**Operating Revenue of Adopted Budget**

Overall, the District received ~\$86,495 more than anticipated.

Account # 401-100-02 Fees, Permit to Operate - received \$25,200 more than expected. This was due to ~ \$12,00 which was not accrued to FY 16/17 (payment received in July 2017) and ~\$13,000 received in June 2018 which was recorded properly.

Account # 401-100-10 Title V Fees – Received approximately \$10,000 less than expected. This is due only receiving fees from Collins Pine and SPI- Quincy. The District expects an additional \$10,000 of fees from a newly operational Title V source, ARP next fiscal year.

Account # 405-100-01 Penalties, Permitted Sources – The District received \$53,475 more than anticipated. This is primarily from \$55,475 settlement of a notice of violation received from SPI-Quincy.

Account # 420-100-06 EPA Special 103 Grant – The District did not receive any of the anticipated revenue (\$28,430) from this monitoring grant. All revenue for this line item was received during FY 2016/2017.

Account # 420–100-10 EPA Monitoring Supplemental – Received \$20,000 more than anticipated for this grant.

Account # 421-100-50 Other Income, Interest – The District received \$19,323 more than anticipated. \$13,500 from the Restricted Account and \$11,000 from operating account. Interest rates were higher than anticipated.

**Operating Expenditures of Adopted Budget**

Overall, the District spent \$83,992 less than expected.

Account # 5010-10-00 Permanent Salaries – The District spent \$38,949 less than anticipated. This is due to the unanticipated vacancy of the Business Manager position.

Account # 520-10-01 Communications – the District spent \$2,291 more than anticipated.

Account # 520 -100-04 PM monitoring expenses – The district spent ~ \$5,000 less than anticipated. This is due to an expense for the PM Laboratory (~\$7,000 per year) being removed from this line item and expensed under Account # 522-100-01 (Rent).

Account # 522-100-01 Rent – The District spent ~\$6,000 more than anticipated. This is due to an expense for the PM Laboratory (~\$7,000 per year) being removed from this line item and expensed under Account # 522-100-01 (Rent).

Account # 525-100-01 Professional Services, Legal – The District spent \$4,637 less than anticipated.

Account # 525-100-03 Prof services: Accounting Services – The District spent \$21,887 more than anticipated. This was primarily due to the unanticipated use of a contracted private accounting professional for \$13,512 and the unanticipated use of a contracted professional from Scinto Group for \$8,245.

Account # 535-100-02 Travel – The District spent ~ \$3,000 more than anticipated. This is primarily due to the Executive Director being on the CAPCOA Board and travel related to the woodstove program and training for monitoring.

Account # 528-100-00 – Liability Insurance – The District spent \$8,000 less than anticipated, since the payment was made in June of last FY. This amount was not accrued to this FY.

Account # 540-100-01 Air Monitoring Program – The District spent \$226 more than anticipated.

Account # 560-100-05 EPA Special 103 Grant – The District spent \$28,430 less than anticipated.

Account # 560-100-06 EPA supplemental Monitoring – The District spent \$12,650 more than anticipated.

**Proposed Budget Amendment**

Account # 560-100-05 EPA Special 103 Grant – The District spent \$28,430 less than anticipated. \$28,430 was removed from this budget amount, modifying the amount from \$28,430 to \$0.

Account # 560-100-06 EPA supplemental Monitoring – The District spent \$12,650 more than anticipated. \$ 20,000 was added to this budget amount, modifying the amount from \$0 to \$20,000 (the amount of revenue received for this expense).

Because the District spent \$38,949 less than anticipated due to the unanticipated vacancy of the Business Manager position, account # 501-10-00 Permanent Salaries was reduced by \$36,500. This \$36,500 was allocated to make up shortfall in the following accounts:

Account # 520-100-01 Communications – the District spent \$2,291 more than anticipated. \$2,500 was added to the budget amount, modifying the amount from \$15,000 to \$17,500.

Account # 522-100-01 Rent – The District spent ~\$6,000 more than anticipated. This is due to an expense for the PM Laboratory (~\$7,000 per year) being removed from this line item and expensed under Account # 522-100-01 (Rent). \$8,000 was added to the budget amount, modifying the amount from \$32,040 to \$40,040.

Account # 525-100-03 Prof services: Accounting Services – The District spent \$21,887 more than anticipated. This was primarily due to the unanticipated use of a contracted private accounting professional for \$13,512 and the unanticipated use of a contracted professional from Scinto Group for \$8,245. \$22,500 was added to the budget amount, modifying the amount from \$18,000 to \$40,500.

Account # 535-100-02 Travel – The District spent ~ \$3,000 more than anticipated. This is primarily due to the Executive Director being on the CAPCOA Board and travel related to the woodstove program and training for monitoring. \$ 3,000 was added to the budget amount, modifying the amount from \$3,000 to \$6,000.

Account # 540-100-01 Air Monitoring Program – The District spent \$226 more than anticipated. \$500 was added to the budget amount, modifying the amount from \$0 to \$500.

**Requested Action:**

Approve the Year End Report and Final Budget for FY 2017-2018.

**ROLL CALL VOTE REQUESTED**

**Attachments:**

1. Operating Budget VS Actuals, Period Ending June 30, 2018



NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

Operating Budget vs Actuals  
Period End June 30, 2018

Resource Report	Period End 06/30/18
	Operating (6774) End Balance, June 30, 2018 \$ 802,055
	Operating (Payroll) End Balance, June 30, 2018 \$ 106,071
	Operating (GovPay) End Balance, June 30, 2018 \$ 34,734
	Operating End Balance, June 30, 2018 \$ 942,859

Revenue					
Account #	Description	Budgeted FY 2017-2018	Budget Amendment	Final Budget	Actuals to 06/30/18
401-100-02	Fees, Permit to Operate	34,000		34,000	59,200
401-100-04	Fees, Vapor Recovery	19,000		19,000	20,603
401-100-05	Fees, Variance Application	500		500	650
401-100-06	Fees, Source Test	2,000		2,000	1,857
401-100-07	Fees, Prescribed Burning	18,000		18,000	18,759
401-100-10	Fees, Title V, Fed Op Permit	65,000		65,000	55,158
401-100-13	Fees, Fire Dept Response	1,500		1,500	200
401-100-08	Fees, Woodstove Inspections Quincy	1,500		1,500	865
405-100-01	Penalties, Permitted Source	10,000		10,000	63,475
405-100-02	Penalties, Open Burning	2,500		2,500	1,300
420-100-01	Gov't Funding, State Subvention	137,600		137,600	137,600
420-100-02	Gov't Funding, Subvention Supplemental	3,500		3,500	3,517
420-100-03	Gov't Funding, County Contrib	60,335		60,335	60,335
420-100-07	Gov't Funding, PERP Pass-Thru	18,000		18,000	21,790
420-100-04	Gov't Funding, EPA Monitoring (PM2.5)	59,500		59,500	59,500
420-100-06	Gov't Funding, EPA Special 103 grant	28,430		28,430	-
420-100-88	Gov't Funding, AB 923 Operating AB 923, Admin Fee	3,125		3,125	2,761
420-100-99	Govt. Funding, AB 2766 DMV Fees	320,000		320,000	328,599
420-100-10	Gov't Funding, EPA Monitoring Supplemental	-		-	20,000
420-100-11	Govt. Funding, EPA Target, Admin Fee	55,000		55,000	47,572
420-100-05	Carl Moyer, Admin Fee	25,000		25,000	25,000
421-100-16	Other Income, Sale of Asset	-		-	-
421-100-17	Other Income, Rules, Copies, Subscr.	100		100	19
421-100-18	Miscellaneous refunds, miscellaneous	-		-	717
421-100-21	PERS Employee Paid Contribution	1,500		1,500	3,785
421-100-50	Other Income, Interest	5,000		5,000	24,323
		\$ 871,090	\$ -	\$ 871,090	\$ 957,585

Expenditures					
Salaries and Benefits (Object Level)					
Account #	Description	Budgeted FY 2017-2018	Budget Amendment	Final Budget	Actuals to 06/30/18
501-100-00	Permanent Salaries	387,798	(36,500)	351,298	348,849
502-100-00	Overtime	1,000		1,000	-
504-100-01	Part-Time Employees - Adecco Services	25,000		25,000	10,271
510-100-02	Medicare	5,500		5,500	4,890
510-100-11	Ca State Unemployment	2,000		2,000	448
510-100-04	Workers' Comp Insurance	6,000		6,000	5,235
510-100-05	PERS Retirement	57,319		57,319	60,173
510-100-12	PERS Unfunded Accrued Liability	51,812		51,812	58,322
510-100-10	PERS Employee Paid Contribution	(3,300)		(3,300)	(859)
510-100-13	PERS Health Insurance, Retired Employees	28,800		28,800	21,508
510-100-06	PERS Health Insurance	36,000		36,000	23,052
510-100-08	PERS Health Employee Portion	(8,000)		(8,000)	(3,842)
510-100-07	Dental/Vision Care	6,250		6,250	4,765
		\$ 596,179	\$ (36,500)	\$ 559,679	\$ 532,813

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NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

Operating Budget vs Actuals  
Period End June 30, 2018

Expenditures		Services and Supplies (Object Level)			
Account #	Description	Budgeted FY 2017-2018	Budget Amendment	Final Budget	Actuals to 06/30/18
520-100-01	Communications	15,000	2,500	17,500	17,291
520-100-03	Information Technology (IT)	10,000		10,000	6,526
520-100-04	PM Monitoring Expenses (Supplies and Lab Rent)	15,000		15,000	10,354
521-100-01	Maintenance: Office Equipment	500		500	387
521-100-02	Maintenance: Vehicles	3,000		3,000	1,536
522-100-01	Rent, Structures	32,040	8,000	40,040	38,662
522-100-02	Utilities, District Offices	3,500		3,500	4,084
523-100-01	Office Supplies	6,000		6,000	6,649
523-100-02	References, Subscriptions	450		450	163
523-100-03	Postage, Shipping	1,200		1,200	1,174
524-100-00	Memberships	3,000		3,000	3,258
525-100-01	Prof Services: Legal	6,000		6,000	1,363
525-100-03	Prof Services: Accounting Services (ADP/Payroll, Accountants, Financial A	18,000	22,500	40,500	39,887
525-100-04	Prof. Services: County Auditor/GASB 45/CalPers GASB 6	4,000		4,000	2,742
525-100-05	Prof Services: Board	5,000		5,000	4,100
528-100-00	Liability Insurance	8,000		8,000	95
529-100-00	Legal Notices, Public	500		500	1,414
535-100-01	Training, Tuition	1,500		1,500	772
535-100-02	Travel	3,000	3,000	6,000	5,970
535-100-03	Gasoline	5,000		5,000	4,113
555-100-97	Miscellaneous	1,000		1,000	
535-100-04	Private car mileage	500		500	1,359
		\$ 142,190	\$ 36,000	\$ 178,190	\$ 151,898

Expenditures		Pass-thru Funds / Internal Programs / Contributions to Other Agencies (Object Level)			
Account #	Description	Budgeted FY 2017-2018	Budget Amendment	Final Budget	Actuals to 06/30/18
540-100-01	Air Monitoring Program		500	500	226
540-100-02	Alternate Commute Program	750		750	
540-100-05	Public Education Program	5,000		5,000	100
545-100-01	ARB: AB 2588 Fees	770		770	140
545-100-06	Fire Dept Response Reimbursement	1,500		1,500	
		\$ 8,020	\$ 500	\$ 8,520	\$ 466

Expenditures		Fixed Asset Purchases (Object Level)			
Account #	Description	Budgeted FY 2017-2018	Budget Amendment	Final Budget	Actuals to 06/30/18
560-100-01	Office Equipment (2 computers@3,000 and server@6,500)	6,000		6,000	
560-100-05	EPA Special I03 Grant	28,430	(28,430)	-	
560-100-06	EPA Supplemental -- website upgrade, video cam, BAM ta	-	20,000	20,000	12,650
560-100-04	Vehicle	-	-	-	
560-100-02	Field Equipment (fixed assets - over \$1,000)	1,000	-	1,000	
		\$ 35,430	\$ (8,430)	\$ 27,000	\$ 12,650

Expenditures	Budgeted FY	Budget Amendment	Final Budget	Actuals to 06/30/18
Salaries & Benefits Object Level	596,179	(36,500)	559,679	532,813
Services & Supplies Object Level	142,190	36,000	178,190	151,898
Contributions to Other Agencies Object Level	8,020	500	8,520	466
Fixed Asset Purchases Object Level	35,430	(8,430)	27,000	12,650
	\$ 781,819	\$ (8,430)	\$ 773,389	\$ 697,827

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NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

Restricted Budget vs Actuals  
Period End June 30, 2018

<b>Restricted Budget</b>	
Restricted Cash Balance as of June 30, 2018 \$ 1,074,318	

<b>Restricted Budget, Revenue</b>			
Account #	Description	Budget FY 2017-2018	Actuals 06/30/18
420-200-01	Govt. Funding, AB 2766 DMV Fees (60% for District Admin)	208,000	202,042
420-200-05	Govt Funding, AB923 (6.25% for district admin)	46,875	56,728
420-200-18	Govt. Funding, Carl Moyer HD Diesel (12.5% for district admin)	175,000	175,000
420-200-91	Govt. Funding, EPA Target Grant for Portola	398,400	214,437
20-4535	Woodsmoke reduction Program		225,000
421-200-50	Other Income, Interest, Restricted Carl Moyer	4,299	500
<b>Restricted Budget, Revenue Total:</b>		<b>\$832,574</b>	<b>\$873,706</b>

<b>Restricted Budget, Expenditures</b>			
Account #	Description	Budget FY 2017-2018	Actuals 06/30/18
580-200-65	NSAQMD (2015-01, 7,000)	470	461
580-200-52	Nevada County Library, (AB2016-02, \$20,600)	20,600	9,775
580-200-54	Hansen Bros. Enterprises (AB2016-03, \$35,700)	35,700	35,700
580-200-55	Tahoe-Truckee Unified School District (AB2016-04, \$38,844)	38,844	-
580-200-51	Superior Court of California (AB2016-05, \$40,000)	40,000	40,000
580-200-63	Town of Truckee (AB2016-06, \$60,787)	60,787	60,787
580-200-76	Incorporated Senior Citizens of Sierra County (2016-01, \$5,670)	5,670	2,057
580-200-10	NevCo Library, Chicago Park Kiosk (AB2014-09, \$33,455)	21,207	17,847
580-200-69	NevCo CDA & IGS (AB2015-02, 45,000)	2,250	-
580-200-67	Nevada County Public Works (AB2015-04, 30,000)	30,000	1,500
580-200-07	Nevada County Library (AB2015-05, 25,000)	25,000	25,000
580-200-71	Nevada County Library (Ab2015-06, 15,500)	1,566	11,453
580-200-93	Portola PM Mitigation(AB2015-08, 33,211 plus 5499 transferred from 588-200-93	27,723	2,739
580-200-66	Incorporated Senior Citizens of Sierra County(AB-2015-07,\$5,240); 309,999	182	-
580-200-73	Portola MOU (AB-2016-08)	29,034	2,102
580-200-00	AB2766 Planned Expenditure of all counties (FY1718)	225,895	109,928
	Tahoe Truckee Unified (AB2017-03, NC, \$66,320)		
	Ace Welding Inc. (AB2017-04, NC, 30,000)		
	Inc. Senior Citizen (AB2017-01, Sierra County, \$5,853)		
580-200-32	Carl Moyer	179,584	179,761
580-200-30	TIMBER	24,531	24,720
580-200-56	AB 923	168,580	
580-200-91	EPA Target Grant for Portola	398,400	214,437
581-200-01	H&S Mitigation	-	84,600
588-200-39	Portola Woodstove Mitigation	-	3,500
<b>Total Expenditures</b>		<b>1,336,023</b>	<b>\$ 826,368</b>

**To:** Northern Sierra Air Quality Management District Board of Directors

**From:** Gretchen Bennitt, Air Pollution Control Officer

**Date:** August 27, 2018

**Agenda Item: IV.H**

**Agenda Description:** Transportation Subsidy of Green Waste to American Renewal Products – Proposed Pilot Program

**Issues:**

The Northern Sierra Air Quality Management District (District) has been granted a one-time grant of \$20,183 from the State of California Air Resources Board to provide an alternative to the open burning of green waste. The grant award provides funding to implement the Community Air Protection Program consistent with Assembly Bill 617 (Chapter 136, Statutes of 2017). The District must submit annual reports to the California Air Resources Board and a final report by April 1, 2021.

Reports must include the costs associated with specific tasks, emission reductions achieved, summary of work completed and in progress, expenditure summary showing all Community Air Protection Program Implementation Funds.

The District's program, as part of the Community Air Protection Program, is a Pilot Program to Provide Subsidies to haulers to transport green waste to the biomass facility in Loyalton, American Renewable Products.

**Requested Action:** Review Proposed Pilot Program. Provide Direction to Staff.

**Attachments:**

1. Northern Sierra Air Quality Management District's Community Air Protection Program; Pilot Subsidy for the Transportation of Green Waste to a Biomass Facility

**Northern Sierra Air Quality Management District's  
Community Air Protection Program**

**Pilot Subsidy for the Transportation of Green Waste  
to a Biomass Facility**

**Presented to the Northern Sierra Air Quality  
Management Board of Directors  
August 27, 2018**

## **Northern Sierra Air Quality Management District's Community Air Protection Program**

The Northern Sierra Air Quality Management District (District) has been granted a one-time grant of \$20,183 from the State of California Air Resources Board to provide an alternative to the open burning of green waste. The grant award provides funding to implement the Community Air Protection Program consistent with Assembly Bill 617 (Chapter 136, Statutes of 2017). The District must submit annual reports to the California Air Resources Board and a final report by April 1, 2021.

Reports must include the costs associated with specific tasks, emission reductions achieved, summary of work completed and in progress, expenditure summary showing all Community Air Protection Program Implementation Funds.

The District's program, as part of the Community Air Protection Program, is a Pilot Program to Provide Subsidies to haulers to transport green waste to the biomass facility in Loyalton, American Renewable Power.

### **Subsidy for the Transportation of Green Waste to Local Cogeneration Facility**

The District is proposing to partner with local green waste haulers to transport green waste material from the area surrounding the Portola PM2.5 Nonattainment Area to the nearby cogeneration facility located in Loyalton.

The wide spread use of this program by the citizens surrounding and within the Portola non-attainment area will reduce the current levels of residential open burning of green waste, reduce ambient PM2.5 concentrations, improve air quality in the area surrounding Portola and help to attain and maintain the National Ambient Air Quality Standards for PM2.5.

The objective is to establish a subsidy for green waste haulers with the ultimate goal being to reduce PM2.5 emissions, thereby helping to bring the area into attainment.

This project will reduce pollution levels from residential and commercial open burning so that the Portola area can attain and maintain the PM2.5 standard by the end of 2021.

This subsidy program will complement the current woodstove change-out program in the nonattainment area. The proposed program will help in that effort and will go a long way toward improving the local quality of life by reducing the potential for smoke impacts from residential yard-waste burning. This should result in a

significant reduction of ambient PM2.5 concentrations.

### **Community Green Waste Piles**

Residents that would normally burn green waste in their yards have an available alternative to dispose of green waste in many locations within and surrounding the Portola Nonattainment Area;

1. Old Landfill in Portola
2. Graeagle Land and Water
3. Whitehawk
4. Plumas-Eureka
5. Delleker
6. Sierra County Transfer Station
7. Sierra County Fire Safe Council Trailer Pick Up

Some greenwaste material is already being transported to the nearby cogeneration facility in Loyalton where it is burned in a controlled biomass facility with a greater than 98% emission reduction capability. Material that is not transported is burned in a permitted, although uncontrolled manner.

For those community green waste piles that do not currently transport their material to the facility, this grant provides an incentive in the form of a subsidy to do so. Thus, reducing PM2.5 emissions substantially.

### **Application of Subsidy**

To establish the necessary infrastructure for a subsidy program, the grant money will be used in the following manner:

Amount that the Hauler is reimbursed will be based upon three factors:

1. Distance Traveled
2. Amount of material (per yard)
3. Cost that residents paid to hauler

Hauler will be subsidized AFTER delivering clean, accepted material at nearby cogeneration facility.

The biomass facility in Loyalton, American Renewable Power (ARP) collects and processes clean (rock and dirt free) green waste. If the material is a raw, unprocessed clean material, ARP will collect, but not reimburse the hauler. If the material is a clean processed green waste, ARP will pay in the range of \$18 – \$25 BDT.

The amount of material diverted will be provided to the Air District upon receipt of subsidy for delivering the material.



## **Discussion of Emission Reductions**

Emission reductions are calculated as follows:

According to AP 42, Vol 1, Table 2.5-2.5-5, unspecified forest residue - there are 17 lbs or PM per ton of material.

According to Atmos. Chem. Phys., 11, 4039-4072, 2011; 12.7 grams or PM2.5 per kilogram of dry material derived from a temperate forest.

### EXAMPLE EMISSION CALCULATION:

Amount of PM:

3500 bone dry tons are delivered annually to ARP.  
3500 tons X 17 lbs/tons = 59,500 lbs of PM  
59,500 lbs. PM/2,000 = 29.75 tons of PM

Amount of PM2.5:

907.185 kilograms/Ton  
3500 bone dry tons = 3,175,147.50 kilograms

12.7 grams of PM2.5 per kilogram of dry material burned =

(3,175,147.50 kilograms) X 12.7 =  
40,324,373 grams / 1,000 = 40,324 kilograms  
40,324 kilograms / 907.185 =  
= 44.45 tons of PM2.5

## **Reimbursement of Subsidy Payment**

Hualers will enter into an agreement with the Air District prior to reimbursement which will outline requirements and payment system.



**To:** Northern Sierra Air Quality Management District Board of Directors

**From:** Gretchen Bennitt, Air Pollution Control Officer

**Date:** August 27, 2018

**Agenda Item: V.A**

**Agenda Description** Status on Portola PM2.5 Nonattainment Area

**Issues:**

Julie Ruiz, Program Manager of the Targeted Woodstove Program will give an update.

**Requested Action: None, informational only**

**Attachments: None.**

**To:** Northern Sierra Air Quality Management District Board of Directors

**From:** Gretchen Bennitt, Air Pollution Control Officer

**Date:** August 27, 2018

**Agenda Item:** V.B

**Agenda Description:** Woodsmoke Reduction Program

**Issues:** Sam Longmire is the primary on coordinating, developing and implementing the multi-county woodstove changeout program. He will provide an update to the Board.

**Requested Action:**  
None, informational only

**Attachments:** None

**To:** Northern Sierra Air Quality Management District Board of Directors

**From:** Gretchen Bennitt, Air Pollution Control Officer

**Date:** August 27, 2018

**Agenda Item:** V.C

**Agenda Description:** Status of Carl Moyer Grant Applicants

**Issues:** Staff will provide the most up to date list of Carl Moyer grant applicants

**Requested Action:** None, informational only

**Attachments:**

1. Current Carl Moyer Grant Applicants

## CARL MOYER WAITING LIST

	First Name	Last Name	Phone #	Alt phone #	City	Equipment	Date Put on List	Time Put on List
2017-01	Einen	Grandi	(775) 750-4798		Loyalton	Tractor	8/7/2016	1500
2017-02	Dave	Roberti	251-6639	993-4097	Loyalton	Wheel Loader	8/8/2016	1540
2018-02	Johnny	Pasquetti	414-3928	994-3467	Sierraville	Wheel Loader	10/18/2016	1543
2018-01	Steve	Brown	477-1477		Grass Valley	Forklift	1/3/2017	1232
1	Gabe	Kulp	274-8965		Grass Valley	Repower	1/27/2017	1054
2	Bryan	Griffin	994-3303	906-5280	Sierraville	Back Hoe	2/3/2017	0905
3	Don	Wallace	916-708-3309		Loyalton	AGCO Tractor	3/22/2017	0927
4	Clay	Lewis	530-261-1126		Plumas County	Dealer	4/25/2017	1053
5	Arnold	Potter	530-993-1199		Loyalton	mini-excavator	7/24/2017	1141
6	Al	Pombo	530-392-5534		Sierraville	Tractor	8/4/2017	1258
7	Caleb	Holland	530-258-4555		Chester		1/3/2018	1135
8	Lerry	Peterson	530-273-3381	913-8967	Grass Valley	Wheel Loader	2/6/2018	1108
9	Erik	Roen	775-790-7509		Calpine	Tractor	2/21/2018	1243
10	Lewis	Van Vleck	916-847-6350		Calpine	Excavator	2/22/2018	1006
11	Bryan	Davey	289-3201		Downieville	Grader	2/22/2018	1140
12	Lenny	Bertagnolli	249-1784		Sierraville	Skip Loader	2/23/2018	1157

13	Dan	West	913-9007		Graeagle	feller buncher	2/24/2018	1527
14	Dave	Goicoechea	775-800-3610		Loyalton	Tractor	2/27/2018	1320
15	Chris	Meyers	592-9798		Greenville	Tractor	5/16/2018	1200
16	Jim	Genasci	414-8209		Loyalton	Bale Wagon	5/17/2018	0813
17	Traci	Holt	375-7716		Chester	feller buncher	6/14/2018	0900

Removed	Jim	Wilson	582-3925		Truckee Donner PUD	Back Hoe or forklift	8/23/2016	1532
Removed	Tracy	Wingett	916-663-2081		Newcastle	Dozer, grader	12/5/2016	1235
Removed	Brett & Noel	Gibford	832-4357		Beckwourth	Back Hoe	1/30/2017	1525
Removed	Raymond	Boman	282-8774	477-1477	Grass Valley	Forklift	12/29/2016	1337