

**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**

**February 26, 2018**

**1:00 p.m.**

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING

February 26, 2018

1:00 p.m.

**This meeting will be held by videoconference/teleconference 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 – January 22, 2018

**IV. Administrative Report**

**A.** Public Hearing for the Proposed Adoption of Reasonably Available Control Technology (RACT) State Implementation Plan (SIP) Revision for Western Nevada County 8-Hour Ozone Nonattainment Area

**B.** End of Year Report for FY2016/2017

**C. Solicitation for Application to Receive Funding From the Carl Moyer Memorial Program (Fiscal Year 2017/2018 - Year 20) Funds**

**D. Portola Lease Amendment**

**V. Director's Report**

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

**B. Goals and Objectives - 2018**

**C. District Accomplishments - 2017**

**VI. Closed Session**

**A. Closed Session Item - Performance Evaluation of the Air Pollution Control Officer, Gretchen Bennitt (Government Code Section 54957).**

**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 –** March 26, 2018 – Videoconference/Telephone

**IX. 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:** February 26, 2018

**Agenda Item: III.A**

**Agenda Description:** Approval of regular meeting minutes – January 22, 2018

**Issues:**

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

**Requested Action:**

1. Approval of Regular meeting minutes from January 22, 2018

DISTRICT HEADQUARTERS

200 Litton Drive, Suite 320  
Mailing Address:  
Grass Valley, CA 95945  
(530) 274-9360 / FAX: (530) 274-7546  
email: [office@myairdistrict.com](mailto:office@myairdistrict.com) or [www.myairdistrict.com](http://www.myairdistrict.com)

NORTHERN FIELD OFFICE

257 E. Sierra, Unit E  
Mailing Address: P.O. Box 2227  
Portola, CA 96122  
(530) 832-0102 / FAX: (530) 832-0101  
email: [Julie@myairdistrict.com](mailto:Julie@myairdistrict.com) or [www.myairdistrict.com](http://www.myairdistrict.com)

**MINUTES**

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

**January 22, 2018**

**1:00 p.m.**

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

**Northern Sierra Air Quality Management District (Headquarters)  
200 Litton Drive, Conference Room 316**

**Grass Valley, California**

**AND**

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

**Northern Sierra Air Quality Management District (Northern Office)**

**257 E. Sierra Street, Unit E**

**AND**

**Portola, California**

**(Site C) TELEPHONE CONFERENCE**

**10879A Donner Pass Road, CONFERENCE ROOM**

**Truckee, California**

**Members Present:**

**Supervisor Roen  
Supervisor Huebner  
Supervisor Sanchez  
Supervisor Thrall  
Supervisor Scofield  
Supervisor Anderson**

**Members Absent:**

**none**

**I. Standing Orders:**

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

Chair Roen proceeded to chair the meeting and called the meeting to order at 1:00 P.M. A quorum was confirmed. Julie Ruiz, Air Pollution Control Specialist II; Gretchen Bennitt, APCO; Joe Fish, Deputy APCO and Sam Longmire, Air Pollution Control Specialist III 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 Roen called for public comment at all sites. There was no public comment at any site.

**III. Administrative Report**

**A. Election of Chair and Vice-Chair for 2018**

In accordance with District Policy # 4040, the Board Chair and Vice Chair rotate from county to county on an annual basis. The Board Chair and Vice Chair are from the same county. It is Plumas County's turn.

Supervisor Thrall discussed that her and Supervisor Sanchez had discussed this and Supervisor Sanchez was willing to Chair. Supervisor Huebner made a motion to nominate Supervisor Sanchez for Board Chair for 2016 and Supervisor Thrall for Vice Chair for 2018. Supervisor Scofield seconded the motion. The motion was unanimously approved upon a roll call vote.

**B. Approval of Calendar for 2018**

Ms. Bennitt passed out a modification to the 2018 calendar. Supervisor Roen made a motion to approve the minutes. Supervisor Thrall seconded the motion. The motion was unanimously approved upon a roll call vote.

**C. Approval of regular meeting minutes – October 23, 2017**

Supervisor Huebner made a motion to approve the regular meeting minutes – November 23, 2015. Supervisor Roen made a motion to approve the minutes. Supervisor Thrall seconded the motion. The motion was unanimously approved upon a roll call vote.

**D. Approval of Subvention Request to CARB for FY 17/18**

The District applied for a total amount of \$103,200 Basic Subvention and \$37,343 Supplemental Subvention.

Supervisor Huebner made a motion to approve the FY 2017-2018 Subvention Request. Supervisor Anderson seconded the motion. The motion was unanimously approved upon a roll call vote.

**E. Authorization for Signing Nevada County Auditor Controller's Warrant Request Signatures for 2018**

Supervisor Scofield made a motion to approve the Nevada County Auditor Controller's Warrant Request Signature for 2018. Supervisor Huebner seconded the motion. The motion was unanimously approved with a roll call vote.

**F. Proposed Adoption of Revisions to Carl Moyer Guidelines**

Staff presented modifications to the District's Carl Moyer Guidelines to the Board. The Board discussed a few options to be added; 1. De-personalize the guidelines; 2. Document and justify the "first come, first serve"; 3. Consider a % different than the 50% which was proposed.

Supervisor Roen discussed that if the % is too low, then there was no incentive to purchase a newer, more expensive vehicle. He continued to discuss that the new lower emission diesel vehicles are much more expensive than vehicles a few years ago. If the % is too low, a buyer would more likely purchase a used higher emission vehicle at much lower cost than a new, more expensive vehicle.

The Board agreed that Supervisor Roen could continue discussions with staff to determine what the % should be in the guidance.

The Board also requested that staff distribute the current list of applicants to the Board.

#### **IV. Director's Report**

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

Julie Ruiz updated the Board on the Portola Woodstove Changeout Program. She reported that as of January 1, 197 wood stoves had been changed out. She discussed that the goal for next year was to change out 150 stoves. She also discussed the recent modifications to the program that EPA had approved.

##### **B. The State of California Department of Justice Office of the Attorney General and the Fair Political Practices Commission Ethics Training**

Ms. Bennitt reminded the Board members to fulfill this (every other year) requirement.

##### **C. Conflict of Interest Forms for the Fair Political Practices Commission (FPPC) are DUE MARCH 15<sup>th</sup>**

Ms. Bennitt reminded the Board to fulfill this annual requirement.

##### **D. The Environmental Protection Agency's Approval of Enforceable Commitments for Portola PM2.5 State Implementation Plan**

Ms. Bennitt updated the Board on EPA's Approval of Enforceable Commitments

##### **E. Federal 8-Hour Ozone Standard Update: Western Nevada County**

Sam Longmire led a discussion and answered questions from the Board pertaining to Western Nevada County's Federal 8-hour ozone nonattainment status.

##### **V. 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.**

Chair Anderson called for any concerns of the Board at all sites. There were no concerns at any site.

##### **VI. Schedule next Meeting – February 26, 2018 via video and/or teleconference**

##### **VII. Adjournment.**

The meeting was adjourned at 2:46 p.m.



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

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

**Date:** February 26, 2018

**Agenda Item: IV.A**

**Agenda Description:** Public Hearing for the Proposed Adoption of Reasonably Available Control Technology (RACT) State Implementation Plan (SIP) Revision for Western Nevada County 8-Hour Ozone Nonattainment Area

**Issues:**

The Northern Sierra Air Quality Management District proposes to adopt a “negative declaration” stating that Reasonably Available Control Technology rules and documents adopted for the 1997 ozone NAAQS are adequate for the 2008 ozone NAAQS, and that EPA’s Control Techniques Guidelines for the Oil and Natural Gas Industry (for production and pre-distribution equipment) does not apply to any sources in the western Nevada County ozone non-attainment area.

**Requested Action:**

1. Open the meeting for a public hearing to accept comments on the proposed revision to the western Nevada County 8-Hour Ozone SIP.
2. Consider adoption of the proposed revision to the western Nevada County 8-Hour Ozone SIP by authorizing the Chair to sign Resolution # 2018-01.

**ROLL CALL VOTE REQUESTED**

**Attachments:**

1. Reasonably Available Control Technology (RACT) State Implementation Plan (SIP) Revision for Western Nevada County 8-Hour Ozone Nonattainment Area.
2. Resolution # 2018-01

DISTRICT HEADQUARTERS

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NORTHERN FIELD OFFICE

257 E. Sierra, Unit E  
Mailing Address: P.O. Box 2227  
Portola, CA 96122  
(530) 832-0102 / FAX: (530) 832-0101

**REASONABLY AVAILABLE CONTROL TECHNOLOGY (RACT)  
STATE IMPLEMENTATION PLAN (SIP) REVISION  
FOR  
WESTERN NEVADA COUNTY  
8-HOUR OZONE NONATTAINMENT AREA**

**EVALUATION OF ADEQUACY FOR 2008 OZONE  
NATIONAL AMBIENT AIR QUALITY STANDARDS  
AND  
NEGATIVE DECLARATION FOR CONTROL  
TECHNIQUES GUIDELINES ISSUED IN 2016**

Submitted In Partial Fulfillment of Requirements under the Federal Clean Air Act

**Date for Public Hearing:** November 27, 2017 (alternatively January 22, 2018 in case of November meeting cancellation)

**Date for Rule Adoption:** Same as Public Hearing (Unless comments received necessitate modification)

Prepared by Samuel F. Longmire, Air Pollution Control Specialist

## EXECUTIVE SUMMARY

This submission addresses Reasonably Available Control Technology (RACT) nonattainment requirements for the 2008 federal ozone standard. The Northern Sierra Air Quality Management District (NSAQMD) has evaluated RACT and Control Techniques Guidelines (CTGs) applicability for all of its stationary sources. In the time that has passed since the NSAQMD's previous RACT rule adoptions and negative declarations, there have been no changes in the nonattainment boundary, and no sources that could potentially exceed the CTGs' de minimis thresholds have become established or increased production in the area.

The NSAQMD has evaluated the 2016 Oil and Natural Gas Industry CTG for applicability, as discussed herein, and has determined that it does not apply to sources located in the nonattainment area. This document is termed a "Negative Declaration," and it provides supporting evidence for the NSAQMD's determination. It also includes a commitment to implement RACT in the event that a source to which a CTG applies is identified in the nonattainment area in the future. A Negative Declaration revises a nonattainment area's State Implementation Plan (SIP), and must be approved by the governing body of the agency with jurisdiction over stationary sources of air pollution in the nonattainment area, following a public notice and a public hearing, pursuant to Section 110(a) of the Clean Air Act.

## INTRODUCTION

The Northern Sierra Air Quality Management District includes the rural California counties of Plumas, Sierra and Nevada. Western Nevada County is predominantly rural, with two small cities (Grass Valley, pop. approx. 13,000; and Nevada City, pop. approx. 3,200). The nonattainment area ranges from rolling foothills in the west to mountains rising above 9,000 feet in the east.

Western Nevada County was designated in 2004 by EPA as a Nonattainment Area for the national 1997 8-hour ozone air quality standard, pursuant to the federal Clean Air Act (CAA). In 2012, the area was designated Marginal Nonattainment for the 2008 8-hour ozone standard of 0.075 ppm. Effective June, 2016, Western Nevada County was bumped up to a Moderate Nonattainment area for the 2008 standard, and anticipates having to bump up again to Serious (based on preliminary 2017 monitoring data). This submission addresses requirements for the 2008 ozone standard.

Most of western Nevada County's ozone comes from the Sacramento nonattainment area. There are no major sources in the nonattainment area. The largest stationary source of ozone precursors in western Nevada County (population approximately 78,000) is currently a gas station that emits well under 2 tons of precursors per year.

The CAA requires certain categories of sources (specified in Section 183(e)) in ozone nonattainment areas to implement rules meeting RACT requirements for inclusion in California's SIP. RACT is defined as the lowest emission limitation that a particular source is capable of meeting by the application of control technology (i.e., devices, systems, process modification, or other apparatus or techniques that reduce air pollution) that is reasonably available, considering technological and economic feasibility. The RACT requirement is meant to ensure that ozone nonattainment areas are taking reasonable steps to minimize emissions of ozone precursors, which are oxides of nitrogen (NOx) and volatile organic compounds (VOCs). In order to assist areas in identifying and implementing RACT, EPA issues CTGs for specific source categories. These are considered to be RACT, and each nonattainment area must implement measures laid out in a CTG, or the equivalent, if there are sources in the area to which that CTG applies. Failure to adopt rules fully satisfying RACT can result in federal sanctions including withholding of federal highway funds and increased emission offset requirements for establishing or expanding major emission sources.

For the 1997 ozone standard, the NSAQMD adopted several RACT rules and otherwise implemented all of the measures EPA identified as RACT via issuance of CTGs through 2008 that apply to existing sources in the nonattainment area, and has submitted Negative Declarations for all CTGs through 2008 that do not apply to sources in the area. No additional CTGs were issued from 2009 through 2015. This submission verifies that the previously submitted negative declarations are still applicable and establishes that there are no sources in the nonattainment area that are subject to the 2016 CTG titled *Control Techniques Guidelines for the Oil and Natural Gas Industry*.

## **APPLICABILITY ANALYSIS: CTG FOR THE OIL AND NATURAL GAS INDUSTRY**

All of the nonattainment area's piped natural gas is supplied by PG&E. There are no natural gas processing plants or well sites in the nonattainment area. Also, there are no oil wells or pipelines in the nonattainment area, and no place where rail tank cars are loaded or unloaded, and no ports.

The CTG states on page 3-5, "This CTG covers select sources of VOC emissions in the onshore production and processing segments of the oil and natural gas industry (i.e., pneumatic controllers, pneumatic pumps, compressors, equipment leaks, fugitive emissions) and storage vessel VOC emissions in all segments (except distribution) of the oil and natural gas industry." There are no oil or natural gas production or processing facilities in western Nevada County. There also are no pre-distribution processes involving storage tanks or vessels in the area. All oil and natural gas industry activity in the nonattainment area is part of the distribution process. This information was verified through e-mail correspondence with PG&E that included PG&E employees Rick Stewart, Ted Robinson (Senior Environmental Field Specialist), Rhonda Shiffman and Gary Ma.

## **NEGATIVE DECLARATION -- STATEMENT OF ADOPTION**

By adoption of this document, the Northern Sierra Air Quality Management District Board of Directors declares that, to the best of its knowledge and following a publicly noticed public hearing, there are no existing or anticipated sources in the Western Nevada County federal ozone Nonattainment Area to which the *Control Techniques Guidelines for the Oil and Natural Gas Industry* or any CTGs for which RACT negative declarations were previously adopted apply.

By adoption of this document, the Northern Sierra Air Quality Management District Board of Directors further declares that RACT will be adopted and implemented, consistent with legal requirements, for all new and existing sources subsequently identified in the Western Nevada County Nonattainment Area to which the subject CTG may apply in the future.

The following table lists all of the CTGs for which the District has previously adopted RACT rules or Negative Declarations, along with relevant notes. For most categories, the de minimis level of emissions is 15 pounds per day of ozone precursors.

**Summary Table of NSAQMD's Previous RACT Actions and Negative Declarations** (approvals published in the Federal Register at 74 FR 56120, 77 FR 23130, 77 FR 47536, 78 FR 897 and 80 FR 19544)

CTG Titles and References	Determinations and Actions
1. Design Criteria for Stage I Vapor Control Systems - Gasoline Service Stations, November 1975. [EPA never assigned a document number to this CTG.]	These criteria are incorporated into State regulations for Stage I vapor recovery. The District revised Rule 214 to specify associated RACT requirements.
2. Control of Volatile Organic Emissions from Existing Stationary Sources, Volume I: Control Methods for Surface Coating Operations, EPA-450/2-76-028, November 1976. [This document is a compilation of control techniques.]	This does not define RACT for a specific source category, so it was not implemented as RACT. Individual District operating permits specify control techniques for sources in this category.
3. Control of Volatile Organic Emissions from Existing Stationary Sources, Volume II: Surface Coating of Cans, Coils, Paper, Fabrics, Automobiles, and Light-Duty Trucks, EPA-450/2-77-008, May 1977.	There are no existing or anticipated sources in these categories in the non-attainment area.
4. Control of Volatile Organic Emissions from Solvent Metal Cleaning, EPA-450/2-77-022, November 1977.	The only source type in the non-attainment area that is covered by this CTG is cold cleaners. These are exempt from RACT in the non-attainment area because it is rural (pop. <200,000), pursuant to the EPA memo, "Clarification of Degreasing Regulation Requirements" (September 7, 1978). Thus, RACT was not implemented. Nonetheless, the District went beyond RACT by implementing Rule 229 to address emissions from these types of sources.
5. Control of Refinery Vacuum Producing Systems, Wastewater Separators, and Process Unit Turnarounds, EPA-450/2-77-025, October 1977.	There are no existing or anticipated sources in this category in the non-attainment area.
6. Control of Hydrocarbons from Tank Truck Gasoline Loading Terminals, EPA-450/2-77-026, December 1977.	There are no existing or anticipated sources in this category in the non-attainment area.
7. Control of Volatile Organic Emissions from Existing Stationary Sources, Volume III: Surface Coating of Metal Furniture, EPA-450/2-77-032, December 1977.	There are no existing or anticipated sources in this category that exceed de minimis levels in the non-attainment area.

8. Control of Volatile Organic Emissions from Existing Stationary Sources, Volume IV: Surface Coating for Insulation of Magnet Wire, EPA-450/2-77-033, December 1977.	There are no existing or anticipated sources in this category in the non-attainment area.
9. Control of Volatile Organic Emissions from Existing Stationary Sources, Volume V: Surface Coating of Large Appliances, EPA-450/2-77-034, December 1977.	There are no existing or anticipated sources in this category in the non-attainment area.
10. Control of Volatile Organic Emissions from Bulk Gasoline Plants, EPA-450/2-77-035, December 1977.	Per California Air Resources Board analysis, the District's current rules 219 and 220 meet RACT for this source category.
11. Control of Volatile Organic Emissions from Storage of Petroleum Liquids in Fixed Roof Tanks, EPA-450/2-77-036, December 1977.	The District revised Rule 213 to implement RACT for this source category.
12. Control of Volatile Organic Compounds from Use of Cutback Asphalt, EPA-450/2-77-037, December 1977.	The District adopted Rule 227 to implement RACT for this source category.
13. Control Techniques for Volatile Organic Emissions from Stationary Sources, EPA-450/2-78-022, May 1978.	This does not define RACT for a specific source category, so it was not implemented as RACT. Individual District operating permits specify control techniques for sources in this category.
14. Control of Volatile Organic Emissions from Existing Stationary Sources, Volume VI: Surface Coating of Miscellaneous Metal Parts and Products, EPA-450/2-78-015, June 1978.	The District adopted Rule 228 to implement RACT for this source category.
15. Control of Volatile Organic Emissions from Existing Stationary Sources, Volume VII: Factory Surface Coating of Flat Wood Paneling, EPA-450/2-78-032, June 1978.	There are no existing or anticipated sources in this category in the non-attainment area.
16. Control of Volatile Organic Compound Leaks from Petroleum Refinery Equipment, EPA-450/2-78-036, June 1978.	There are no existing or anticipated sources in this category in the non-attainment area.
17. Control of Volatile Organic Emissions from Manufacture of Synthesized Pharmaceutical Products, 450/2-78-029, December 1978.	There are no existing or anticipated sources in this category in the non-attainment area.
18. Control of Volatile Organic Emissions from Manufacture of Pneumatic Rubber Tires, EPA-450/2-78-030, December 1978.	There are no existing or anticipated sources in this category in the non-attainment area.
19. Control of Volatile Organic Emissions from Existing Stationary Sources, Volume VIII: Graphic Arts - Rotogravure and Flexography, EPA-450/2-78-033, December 1978.	There are no existing or anticipated sources in these categories that exceed de minimis levels in the non-attainment area.

20. Control of Volatile Organic Emissions from Petroleum Liquid Storage in External Floating Roof Tanks, EPA-450/2-78-047, December 1978.	There are no existing or anticipated sources in this category in the non-attainment area.
21. Control of Volatile Organic Emissions from Perchloroethylene Dry Cleaning Systems, EPA-450/2-78-050, December 1978.	No longer a required RACT analysis category, since PERC has been exempted as a VOC.
22. Control of Volatile Organic Compound Leaks from Gasoline Tank Trucks and Vapor Collection Systems, EPA-450/2-78-051, December 1978.	The District revised Rule 214 to implement RACT for this source category. Existing Rule 218 also applies to tank trucks.
23. Fugitive Emission Sources of Organic Compounds – Additional Information on Emissions, Emission Reductions, and Costs, EPA-450/3-82-010, April 1982.	This does not define RACT for a specific source category, so it was not implemented as RACT.
24. Control of Volatile Organic Compound Emissions from Large Petroleum Dry Cleaners, EPA-450/3-82-009, September 1982.	There are no existing or anticipated sources in this category that exceed de minimis levels in the non-attainment area.
25. Control of Volatile Organic Compound Emissions from Manufacture of High-Density Polyethylene, Polypropylene, and Polystyrene Resins, EPA-450/3-83-008, November 1983.	There are no existing or anticipated sources in these categories in the non-attainment area.
26. Control of Volatile Organic Compound Equipment Leaks from Natural Gas/Gasoline Processing Plants, EPA-450/2-83-007, December 1983.	There are no existing or anticipated sources in these categories in the non-attainment area.
27. Control of Volatile Organic Compound Fugitive Emissions from Synthetic Organic Chemical Polymer and Resin Manufacturing Equipment, EPA-450/3-83-006, March 1984.	There are no existing or anticipated sources in these categories in the non-attainment area.
28. Control of Volatile Organic Compound Emissions from Air Oxidation Processes in Synthetic Organic Chemical Manufacturing Industry, EPA-450/3-84-015, December 1984.	There are no existing or anticipated sources in this category in the non-attainment area.
29. Control of Volatile Organic Compound Emissions from Reactor Processes and Distillation Operations in Synthetic Organic Chemical Manufacturing Industry, EPA 450/4-91-031, August 1993.	There are no existing or anticipated sources in this category in the non-attainment area.
30. Control of Volatile Organic Compound Emissions from Wood Furniture Manufacturing Operations, EPA-453/R-96-007, April 1996.	There are no existing or anticipated sources in this category that exceed de minimis levels in the non-attainment area.
31. Control Techniques Guidelines for Shipbuilding and Ship Repair Operations (Surface Coating), EPA 453/R-94-032, August 1996.	There are no existing or anticipated sources in this category in the non-attainment area.
32. Aerospace (CTG & MACT), EPA-453/R-97-004, December 1997.	There are no existing or anticipated sources in this category in the non-attainment area.

33. Control Techniques Guidelines for Industrial Cleaning Solvents, EPA-453/R-06-001, September 2006.	There are no existing or anticipated sources in this category that exceed de minimis levels in the non-attainment area.
34. Control Techniques Guidelines for Offset Lithographic Printing and Letterpress Printing, EPA-453/R-06-002, September 2006.	There are no existing or anticipated sources in this category that exceed de minimis levels in the non-attainment area.
35. Control Techniques Guidelines for Flexible Package Printing, EPA-453/R-06-003, September 2006.	There are no existing or anticipated sources in this category that exceed de minimis levels in the non-attainment area.
36. Control Techniques Guidelines for Flat Wood Paneling Coatings, EPA-453/R-06-004, September 2006.	There are no existing or anticipated sources in this category in the non-attainment area.
37. Control Techniques Guidelines for Paper, Film, and Foil Coatings, EPA 453/R-07-003, September 2007.	There are no existing or anticipated sources in this category in the non-attainment area.
38. Control Techniques Guidelines for Large Appliance Coatings, EPA 453/R-07-004, September 2007.	There are no existing or anticipated sources in this category in the non-attainment area.
39. Control Techniques Guidelines for Metal Furniture Coatings, EPA 453/R-07-005, September 2007.	There are no existing or anticipated sources in this category that exceed de minimis levels in the non-attainment area.
40. Control Techniques Guidelines for Miscellaneous Metal and Plastic Parts Coatings, EPA 453/R-08-003, September 2008.	The District adopted Rule 228 to implement RACT for this source category.
41. Control Techniques Guidelines for Fiberglass Boat Manufacturing Materials, EPA 453/R-08-004, September 2008.	There are no existing or anticipated sources in this category that exceed de minimis levels in the non-attainment area.
42. Control Techniques Guidelines for Miscellaneous Industrial Adhesives, EPA 453/R-08-005, September 2008.	There are no existing or anticipated sources in this category that exceed de minimis levels in the non-attainment area.
43. Control Techniques Guidelines for Automobile and Light-Duty Truck Assembly Coatings, EPA 453/R-08-006 (and Protocol for Determining the Daily Volatile Organic Compound Emission Rate of Automobile and Light-Duty Truck Primer-Surfacer and Topcoat Operations, EPA 453/R-08-002), September 2008.	There are no existing or anticipated sources in this category that exceed de minimis levels in the non-attainment area.

[End of document]



**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT  
RESOLUTION #2018-01**

**In the Matter of** proposed adoption of an evaluation of adequacy of Reasonably Available Control Technology (RACT) for the 2008 ozone standard and Negative Declarations for Control Techniques Guidelines (CTGs) covering bulk gasoline plants, the oil and natural gas industry, storage of petroleum products in fixed-roof tanks and other CTGs for the Western Nevada County Federal Ozone Nonattainment Area in partial fulfillment of requirements under the federal Clean Air Act as amended in 1990:

**Whereas**, the federal Clean Air Act requires major sources of ozone precursor pollutants, and certain categories of non-major sources, in ozone nonattainment areas to implement control methods considered to meet RACT; and

**Whereas**, the Northern Sierra Air Quality Management District (NSAQMD) has determined that there are no existing or anticipated major stationary sources (sources that emit or have the potential to emit 50 tons or more per year) of NO<sub>x</sub> or VOCs in the Western Nevada County Ozone Nonattainment Area; and

**Whereas**, the NSAQMD declares, to the best of its knowledge and following a publicly noticed public hearing, that there are no existing or anticipated sources in the Western Nevada County federal ozone Nonattainment Area to which the *Control Techniques Guidelines for the Oil and Natural Gas Industry* (EPA-453/B-16-001 2016/10); *Control of Volatile Organic Emissions from Bulk Gasoline Plants* (EPA-450/2-77-035 1977/12) or *Control of Volatile Organic Emissions from Storage of Petroleum Liquids in Fixed-Roof Tanks* (EPA-450/2-77-036 1977/12) apply; and

**Whereas**, the NSAQMD declares, to the best of its knowledge and following a publicly noticed public hearing, that RACT requirements relative to the 2008 Ozone NAAQS are satisfied by existing Rules 214 (for *Design Criteria for Stage I Vapor Control Systems - Gasoline Service Stations*, November 1975 and *Control of Volatile Organic Compound Leaks from Gasoline Tank Trucks and Vapor Collection Systems*, EPA-450/2-78-051, December 1978), 215 (for *Technical Guidance – Stage II Vapor Recovery Systems for Control of Vehicle Refueling Emissions at Gasoline Dispensing Facilities*, EPA-450/3-91-022a&b, November 1991), 227 (for *Control of Volatile Organic Compounds from Use of Cutback Asphalt*, EPA-450/2-77-037, December 1977) and 228 (for *Control of Volatile Organic Emissions from Existing Stationary Sources, Volume VI: Surface Coating of Miscellaneous Metal Parts and Products*, EPA-450/2-78-015, June 1978 and *Control Techniques Guidelines for Miscellaneous Metal and Plastic Parts Coatings*, EPA 453/R-08-003, September 2008); and

**Whereas**, the NSAQMD declares, to the best of its knowledge and following a publicly noticed public hearing, that there are no sources in the Western Nevada County Ozone Nonattainment Area subject to the CTGs listed as negative declarations in the accompanying RACT SIP Revision. The District further declares that all negative declarations listed are current, adequate and applicable for the 2008 Ozone NAAQS.

**Whereas**, the NSAQMD declares that RACT shall be implemented, consistent with legal requirements, for any new or discovered major sources of ozone precursors and any sources which are determined to be subject to any of the CTGs for which negative declarations are now being or have been adopted in the Western Nevada County Ozone Nonattainment Area.

**Whereas**, Section 15308 of the CEQA Guidelines provide that actions taken by regulatory agencies as

authorized by state law to assure the maintenance, restoration, or enhancement of the environment where the regulatory process involves procedures for protection of the environment, are categorically exempt from CEQA review (Class 8 Categorical Exemption), and

**Whereas**, the accompanying RACT SIP Revision has undergone a 30-day public review period, and a public hearing has been held providing for and considering all written and oral comments and testimony submitted during the public review period and at said hearing,

**Now, therefore, be it resolved and ordered** by the Northern Sierra Air Quality Management District Board of Directors that the *Reasonably Available Control Technology (RACT) State Implementation Plan (SIP) Revision for the Western Nevada County 8-Hour Ozone Nonattainment Area: Evaluation of Adequacy for 2008 Ozone National Ambient Air Quality Standards and Negative Declarations for Control Techniques Guidelines for Bulk Gasoline Plants; the Oil and Natural Gas Industry; Storage of Petroleum Products in fixed-Roof Tanks; and other CTGs* is hereby adopted.

On a motion by Supervisor \_\_\_\_\_, and seconded by Supervisor \_\_\_\_\_, the foregoing resolution was approved and adopted by the Board of Directors of the Northern Sierra Air Quality Management District at a regular meeting held February 26, 2018, by the following roll call vote:

Ayes:

Noes:

Absent:

Abstaining:

Approve: \_\_\_\_\_  
Michael Sanchez, Chair, NSAQMD Board of Directors

Attest: \_\_\_\_\_  
Gretchen Bennitt, Air Pollution Control Officer and Clerk of the Board

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

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

**Date:** February 26, 2018

**Agenda Item: IV.B**

**Agenda Description:** End of Year Budget Reports for FY 2016/2017

**Issues:**

**OPERATING BUDGET**

**Overall**

In prior years, unaudited actuals were represented on a cash basis. GASB 68 requires modified accruals. For instance, income earned and expenses incurred is required by GASB 68, rather than cash paid or received (as reported in prior years). For FY 16/17, the unaudited actuals were prepared on a modified accrual, thus some accounts reflect more or less revenues or expenditures. The year-end report for FY 16/17 reflects a one-time "catch-up" for past years' financials.

**Revenue**

*Overall Operational Revenue were \$49,090 more than predicted.*

***Revenue Earned exceeding Revenue Budgeted:***

Account # 401-100-07 (Prescribed Burning Fees) were \$9,310 more than budgeted. This account line item needs to be increased to accurately reflect 12 months of fees. For FY 18/19, the amount budgeted will be \$22,000.

Account # 420-100-99 (AB2766 DMV Fees) were \$68,649 more than budgeted. The prior year (15/16) revenue in the amount \$59,000 (for April, May, and June) is reflected through a modified accrual in the 16/17 financial – representing 15 months, rather than 12. This is a one time "catch-up" in accruals for this account. Subsequent year end amounts for this account will reflect 12 months, or approximately \$320,000.

Account # 420-100-11 (EPA Target, Admin) were \$25,552 more than budgeted. The prior year 15/16 revenue in the amount of \$21,000 (April, May and June) is reflected through a modified accrual in the 16/17 financial. This is a one time "catch-up" in accruals for this account. Subsequent year end amounts for this account will be reflect 12 months, or \$51,000.

Account # 421-100-16 (Sale of Asset) were \$3,000 more than budgeted. This is because the District sold one of its trucks for \$3,000.

Account# 421-100-50 (Interest Earned) was \$20,362 more than budgeted. The prior year (15/16) revenue in the amount of \$5,000 is reflected through a modified accrual in

the 16/17 financial. Operating fund interest earned during FY 16/17 was \$6,500. Restricted fund interest during FY 16/17 was \$10,000 and was transferred to operating. These amounts were underestimated due to unanticipated interest rate increases. Subsequent year amount will be budgeted at \$13,000.

***Revenue Earned less than Expected:***

Account # 401-100-02 (Permit to Operate) fees were \$10,285 less than expected. This is due to approximately \$11,000 in fees attributed to FY 15/16.

Account # 401-100-00 (Title V) fees were \$10,131 less than expected. Although fees were received from all three Title V sources (SPI- Quincy, SPI-Loyalton and Collins Pine), SPI-Quincy had a lower production year and proportionate lower fees.

Account # 420-100-05 (Carl Moyer Admin) was \$20,000 less than budgeted. The FY 16/17 payment was received May 2016 (FY 15/16) and revenue was recorded in the same year. Subsequent year amounts will be budgeted at \$25,000.

**Expenditures Earned less/more than Expected:**

Account # 501-100-00 (Permanent Salaries) was \$10,394 less than expected due to the disability of one employee in April 2017. However, account # 504-100-01 (part-time office temp) showed an increase of \$5,132.

Account # 522-100-01 (Rent) was \$2,000 less than budgeted because one month of rent for the Grass Valley office was expended in 17/18.

Account # 528-100-00 (Liability Insurance) was approximately twice what was budgeted. This was because the payment for 15/16 was paid in 16/17.

**RESTRICTED BUDGET**

The Air District administers quite a few grant programs. During FY 16/17, a total of \$837,411 was disbursed through the following grant programs;

1. AB2766 DMV Surcharge (\$121,623 disbursed)
2. Carl Moyer Heavy Duty Diesel (\$247,345 disbursed)
3. H&S Mitigation (Portola wood stove changeout) (\$105,300 disbursed)
4. EPA Target Grant (Portola wood stove changeout) (268,142 disbursed).

**Requested Action:**

1. **Adopt end of year reports with a roll call vote**

**Attachments:**

1. Final Operating Budget FY 16/17 – Qtr 4, 6/30/17
2. Northern Sierra AQMD Restricted Fund Report, External Grants, FY 16-17, Final Numbers, June, FY 16-17

**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT**  
**Final Operating Budget**  
**FY16/17 - Qtr 4, 6/30/17**

Resource Report	
Operating (6774) End Balance, Qtr 4	573,531
Operating (Payroll) End Balance, Qtr 4	84,772
Operating (Gov Pay) End Balance, Qtr 4	19,947
<b>All Operating Accounts Total</b>	<b>678,250</b>

Revenue			
Account #	Description	Budgeted FY 16/17	Actual to Date
401-100-02	Fees, Permit to Oper	34,000	23,715
401-100-04	Fees, Vapor Recovery	19,000	20,023
401-100-05	Fees, Variance Application	500	-
401-100-06	Fees, Source Test	2,000	1,836
401-100-07	Fees, Prescribed Burning	13,000	22,310
401-100-08	Fees, Woodstove Inspections	1,500	1,795
401-100-10	Fees, Title V	65,000	54,869
401-100-13	Fees, Fire Dept Response	1,500	-
405-100-01	Penalties, Permitted Source	35,000	5,000
405-100-02	Penalties, Open Burning	2,500	200
420-100-01	Gov't Funding, State Subvention	137,600	137,600
420-100-02	Gov't Funding, Subvention Supplemental	3,500	3,431
420-100-03	Gov't Funding, County Contrib	58,565	58,565
420-100-04	Gov't Funding, EPA PM2.5	52,000	52,000
420-100-06	Gov Funding EPA Special 103 Grant	7,000	7,000
420-100-07	Gov't Funding, PERP Pass thru	20,000	17,760
420-100-88	Gov't Funding, AB 923 Operating	2,500	3,224
420-100-99	Govt. Funding, AB 2766 DMV Fees	320,000	388,649
420-100-05	Carl Moyer, Admin Fee	25,000	5,000
420-100-09	TIMBER, Admin Fee	-	-
421-100-11	EPA Target	51,000	76,552
420-100-12	H&S Mitigation Admin Fee	-	-
421-100-16	Other Income, Sale of Asset	-	3,000
421-100-17	Other Income, Rules, Copies, Subscr.	100	-
421-100-18	Other Income, Refunds	-	1,001
421-100-21	PERS Employee Paid Contribution	1,500	-
421-100-50	Other Income, Interest	1,500	21,826
421-100-51	Other Income, Interest, Restricted	2,000	-
<b>Revenue Total: \$</b>		<b>856,265</b>	<b>905,355</b>

Expenditures			
Salaries and Benefits (Object Level)			
Account #	Description	Budgeted FY 16/17	Actual to Date
501-100-00	Permanent Salaries	380,194	369,800
502-100-00	Overtime	1,000	-
504-100-01	Part-Time Office Temp	7,500	12,632
510-100-02	Medicare/FICA	5,500	5,198
510-100-03	EDD Unemp/Training Tax (510-100-11 CA State Unemployment)	2,000	560
510-100-04	Workers' Comp Insurance	6,000	7,176
510-100-05	PERS Retirement	61,342	62,083
510-100-12	PERS Unfunded Accrued Liability	48,202	53,774
510-100-10	PERS Employee Paid Contribution	(3,300)	(4,469)
510-100-08	PERS Health Employee Portion	(10,000)	(11,287)
510-100-06	PERS Health Insurance Active Employees	39,000	41,983
510-100-13	PERS Health Insurance Retired Employees	21,000	23,673
510-100-07	Dental/Vision Care	6,250	5,881
<b>Salaries and Benefits Total: \$</b>		<b>564,688</b>	<b>567,004</b>

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**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT**  
**Final Operating Budget**  
**FY16/17 - Qtr 4, 6/30/17**

<b>Expenditures</b>		<b>Services and Supplies (Object Level)</b>	
Account #	Description	Budgeted FY 16/17	Actual to Date
520-100-01	Communications	18,000	19,600
520-100-03	Information Technology	-	1,661
520-100-04	PM Monitoring Expenses, including rent and utilities, see acct# 420-100-04	15,000	11,509
521-100-03	Maintenance: Office Equipment	500	-
521-100-02	Maintenance: Vehicles	3,000	7,434
522-100-01	Rent, Structures	32,040	30,270
522-100-02	Utilities, District Offices	3,500	3,332
523-100-01	Office Supplies	5,000	7,329
523-100-02	References, Subscriptions	450	822
523-100-03	Postage, Shipping	1,200	923
524-100-00	Memberships	3,000	4,908
525-100-01	Prof Services: Legal	6,000	3,461
525-100-03	Prof Services: Bookkeeping (ADP, internal audit)	18,000	16,933
525-100-04	Prof Services: County Auditor/GASB 45/GASB 68	4,000	2,108
525-100-05	Prof Services: Board	5,000	6,669
528-100-00	Liability Insurance	8,000	16,355
529-100-00	Legal Notices, Public	500	679
535-100-01	Training, Tuition	1,500	1,065
535-100-02	Travel	3,000	6,319
535-100-03	Gasoline	5,000	3,353
535-100-04	Private car mileage	500	514
555-100-97	Misc, Refunds	-	(2)
<b>Services and Supplies Total:</b>		<b>\$ 133,190</b>	<b>145,242</b>

<b>Expenditures</b>		<b>Pass-thru Funds / Internal Programs / Contributions to Other Agencies (Object Level)</b>	
Account #	Description	Budgeted FY 16/17	Actual to Date
540-100-02	Alternate Commute Program	750	14
540-100-05	Public Education Program	2,000	-
545-100-01	ARB: AB 2588 Fees	770	140
545-100-06	Fire Dept Response Reimbursement	1,500	-
<b>Contribution to Other Agencies / Internal Grants Total:</b>		<b>\$ 5,020</b>	<b>154</b>

<b>Expenditures</b>		<b>Fixed Asset Purchases (Object Level)</b>	
Account #	Description	Budgeted FY 16/17	Actual to Date
560-100-01	Office Equipment (2 computers @\$3,000)	6,000	-
560-100-05	EPA Special 103 Grant - website upgrade, video cam, BAM tape, conference	7,000	7,037
560-100-04	Vehicle	30,000	32,466
560-100-02	Field Equipment (fixed assets - over \$1,000)	1,000	-
<b>Fixed Asset Purchases Total:</b>		<b>\$ 44,000</b>	<b>39,503</b>

<b>Budget Summary</b>		<b>Revenue &amp; Expenditures</b>	
		Budgeted FY 16/17	Actual to Date
<b>Revenue</b>			
<b>Revenue Total:</b>		<b>\$ 856,265</b>	<b>905,355</b>
<b>Expenditures</b>			
Salaries and Benefits (Object Level)		564,688	567,004
Services and Supplies (Object Level)		133,190	145,242
Pass-thru Funds / Internal Programs / Contributions to Other Agencies (Object Level)		5,020	154
Fixed Asset Purchases (Object Level)		44,000	39,503
<b>Expenditure Total:</b>		<b>\$ 746,898</b>	<b>751,903</b>

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Northern Sierra AQMD Restricted Fund Report

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Participant's Name and Agreement Number	Amount Disbursed	Date of Disbursement	Account	\$ \$ Already Disbursed by Fund Source					
				AB2766	Carl Meyer	WCO	AB 923	TIMBER	H&S Mitigation
Quincy Hot Spot	\$ 3,500.00	Jul 07, 2016	2016-002	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	Jul 08, 2016	2016-020	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,885.30	July 18, 2016	2016-001	\$ 2,985.30					\$ 900.00
Wolf Creek Woodstoves	\$ 3,494.08	July 18, 2016	2016-023	\$ 2,594.08					\$ 900.00
Wolf Creek Woodstoves	\$ 3,891.41	July 18, 2016	2016-029	\$ 2,991.41					\$ 900.00
Quincy Hot Spot	\$ 3,465.94	August 1, 2016	2016-040	\$ 2,565.94					\$ 900.00
Wolf Creek Woodstoves	\$ 3,484.21	August 8, 2016	2016-035	\$ 2,584.21					\$ 900.00
Wolf Creek Woodstoves	\$ 3,488.07	August 8, 2016	2016-045	\$ 2,588.07					\$ 900.00
Wolf Creek Woodstoves	\$ 3,499.30	August 8, 2016	2016-058	\$ 2,599.30					\$ 900.00
Wolf Creek Woodstoves	\$ 3,480.04	August 10, 2016	2016-018	\$ 2,580.04					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	August 10, 2016	2016-036	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 1,500.00	August 10, 2016	2016-044	\$ 600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,488.19	August 10, 2016	2016-047	\$ 2,588.19					\$ 900.00
Wolf Creek Woodstoves	\$ 3,437.44	August 18, 2016	2016-046	\$ 2,537.44					\$ 900.00
Wolf Creek Woodstoves	\$ 3,513.60	August 25, 2016	2016-016	\$ 2,613.60					\$ 900.00
Wolf Creek Woodstoves	\$ 3,496.76	August 25, 2016	2016-032	\$ 2,596.76					\$ 900.00
Wolf Creek Woodstoves	\$ 1,500.00	August 25, 2016	2016-038	\$ 600.00					\$ 900.00
Quincy Hot Spot	\$ 3,266.05	August 25, 2016	2016-062	\$ 2,366.05					\$ 900.00
Wolf Creek Woodstoves	\$ 1,500.00	August 25, 2016	2016-064	\$ 600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,497.68	August 25, 2016	2016-074	\$ 2,597.68					\$ 900.00
Wolf Creek Woodstoves	\$ 1,500.00	August 31, 2016	2016-008	\$ 600.00					\$ 900.00
Quincy Hot Spot	\$ 3,499.84	September 1, 2016	2016-041	\$ 2,599.84					\$ 900.00
Quincy Hot Spot	\$ 3,500.00	September 1, 2016	2016-051	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,478.83	September 1, 2016	2016-061	\$ 2,578.83					\$ 900.00
Wolf Creek Woodstoves	\$ 3,498.42	September 1, 2016	2016-071	\$ 2,598.42					\$ 900.00
Quincy Hot Spot	\$ 1,500.00	September 8, 2016	2016-007	\$ 600.00					\$ 900.00
Quincy Hot Spot	\$ 3,012.65	September 8, 2016	2016-017	\$ 2,112.65					\$ 900.00
Quincy Hot Spot	\$ 3,275.84	September 12, 2016	2016-033	\$ 2,375.84					\$ 900.00
Wolf Creek Woodstoves	\$ 3,499.72	September 12, 2016	2016-049	\$ 2,599.72					\$ 900.00

Northern Sierra AQMD Restricted Fund Report

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Participant's Name and Agreement Number	Amount Disbursed	Date of Disbursement	Account	\$ \$ Already Disbursed by Fund Source					
				AB2766	Carl Meyer	WCO	AB 923	TIMBER	H&S Mitigation
Wolf Creek Woodstoves	\$ 3,373.12	September 12, 2016	2016-059	\$ 2,473.12					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	September 12, 2016	2016-067	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 1,500.00	September 12, 2016	2016-079	\$ 600.00					\$ 900.00
Quincy Hot Spot	\$ 3,451.45	September 14, 2016	2016-056	\$ 2,551.45					\$ 900.00
Quincy Hot Spot	\$ 3,500.00	September 19, 2016	2016-003	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,840.41	September 19, 2016	2016-039	\$ 2,940.41					\$ 900.00
Wolf Creek Woodstoves	\$ 3,159.71	September 19, 2016	2016-076	\$ 2,259.71					\$ 900.00
Quincy Hot Spot	\$ 1,500.00	September 21, 2016	2016-025	\$ 600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,501.29	September 21, 2016	2016-072	\$ 2,601.29					\$ 900.00
Wolf Creek Woodstoves	\$ 3,467.88	September 21, 2016	2016-084	\$ 2,567.88					\$ 900.00
Quincy Hot Spot	\$ 3,491.00	September 26, 2016	2016-082	\$ 2,591.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,000.00	October 3, 2016	2016-053	\$ 2,100.00					\$ 900.00
Quincy Hot Spot	\$ 1,500.00	October 3, 2016	2016-065	\$ 600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,334.20	October 3, 2016	2016-069	\$ 2,434.20					\$ 900.00
Quincy Hot Spot	\$ 3,500.00	October 6, 2016	2016-022	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 196.00	October 6, 2016	2016-052	\$ 196.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	October 6, 2016	2016-095	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,509.32	October 6, 2016	2016-102	\$ 2,609.32					\$ 900.00
Quincy Hot Spot	\$ 4,500.00	October 27, 2016	2016-031	\$ 3,600.00					\$ 900.00
Quincy Hot Spot	\$ 3,499.38	October 27, 2016	2016-055	\$ 2,599.38					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	October 27, 2016	2016-089	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,498.03	October 27, 2016	2016-101	\$ 2,598.03					\$ 900.00
Wolf Creek Woodstoves	\$ 2,795.21	October 28, 2016	2016-030	\$ 1,895.21					\$ 900.00
Quincy Hot Spot	\$ 1,500.00	October 28, 2016	2016-037	\$ 600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,498.98	October 28, 2016	2016-043	\$ 2,598.98					\$ 900.00
Wolf Creek Woodstoves	\$ 3,471.32	October 28, 2016	2016-054	\$ 2,571.32					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	October 28, 2016	2016-078	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,839.30	October 28, 2016	2016-091	\$ 2,939.30					\$ 900.00
Wolf Creek Woodstoves	\$ 3,499.76	October 28, 2016	2016-103	\$ 2,599.76					\$ 900.00
Wolf Creek Woodstoves	\$ 3,938.49	November 7, 2016	2016-088	\$ 3,038.49					\$ 900.00
Quincy Hot Spot	\$ 3,495.37	November 7, 2016	2016-085	\$ 2,595.37					\$ 900.00
Wolf Creek Woodstoves	\$ 3,678.37	November 7, 2016	2016-096	\$ 2,778.37					\$ 900.00
Wolf Creek Woodstoves	\$ 3,474.18	November 7, 2016	2016-106	\$ 2,574.18					\$ 900.00



Northern Sierra AQMD Restricted Fund Report

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\$\$ Already Disbursed by Grantee				\$\$ Already Disbursed by Fund Source					
Participant's Name and Agreement Number	Amount Disbursed	Date of Disbursement	Account	AB2766	Carl Moyer	WCO	AB 923	TIMBER	H&S Mitigation
Wolf Creek Woodstoves	\$ 1,500.00	November 23, 2016	2016-075	\$ 600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,493.78	November 23, 2016	2016-087	\$ 2,593.78					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	November 23, 2016	2016-090	\$ 2,600.00					\$ 900.00
Quincy Hot Spot	\$ 4,458.00	November 23, 2016	2016-094	\$ 3,558.00					\$ 900.00
Quincy Hot Spot	\$ 1,500.00	November 23, 2016	2016-111	\$ 600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 1,500.00	November 23, 2016	2016-118	\$ 600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,498.03	November 23, 2016	2016-121	\$ 2,598.03					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	December 1, 2016	2016-113	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,498.03	December 1, 2016	2016-115	\$ 2,598.03					\$ 900.00
Wolf Creek Woodstoves	\$ 3,428.59	December 1, 2016	2016-122	\$ 2,528.59					\$ 900.00
Wolf Creek Woodstoves	\$ 2,811.43	December 5, 2016	2016-075	\$ 2,811.43					\$ 900.00
Quincy Hot Spot	\$ 3,000.00	December 5, 2016	2016-092	\$ 2,100.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,000.00	December 5, 2016	2016-100	\$ 2,100.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	December 5, 2016	2016-112	\$ 2,600.00					\$ 900.00
Quincy Hot Spot	\$ 3,750.83	December 19, 2016	2016-093	\$ 2,850.83					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	December 19, 2016	2016-132	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,004.43	December 19, 2016	2016-134	\$ 2,104.43					\$ 900.00
Quincy Hot Spot	\$ 3,500.00	December 22, 2016	2016-048	\$ 2,600.00					\$ 900.00
Quincy Hot Spot	\$ 3,405.35	December 27, 2016	2016-109	\$ 2,505.35					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	December 29, 2016	2016-066	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,499.75	December 29, 2016	2016-136	\$ 2,599.75					\$ 900.00
Wolf Creek Woodstoves	\$ 1,500.00	January 5, 2017	2016-105	\$ 600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	January 5, 2017	2016-128	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,499.19	January 5, 2017	2016-137	\$ 2,599.19					\$ 900.00
Wolf Creek Woodstoves	\$ 3,498.03	January 6, 2017	2016-120	\$ 2,598.03					\$ 900.00
Wolf Creek Woodstoves	\$ 3,000.00	January 6, 2017	2016-124	\$ 2,100.00					\$ 900.00
Quincy Hot Spot	\$ 3,366.15	February 16, 2017	2016-098	\$ 2,466.15					\$ 900.00
Quincy Hot Spot	\$ 3,500.00	February 16, 2017	2016-070	\$ 2,600.00					\$ 900.00
Quincy Hot Spot	\$ 1,500.00	February 21, 2017	2016-123	\$ 600.00					\$ 900.00
Quincy Hot Spot	\$ 2,743.22	February 23, 2017	2016-125	\$ 1,843.22					\$ 900.00
Quincy Hot Spot	\$ 3,174.42	March 30, 2017	2016-107	\$ 2,274.42					\$ 900.00
Quincy Hot Spot	\$ 1,500.00	April 5, 2017	2016-149	\$ 600.00					\$ 900.00

Northern Sierra AQMD Restricted Fund Report

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Participant's Name and Agreement Number	\$ \$ Already Disbursed by Grantee				\$ \$ Already Disbursed by Fund Source				
	Amount Disbursed	Date of Disbursement	Account	AB 2766	Carl Meyer	WCO	AB 923	TIMBER	H&S Mitigation
Quincy Hot Spot	\$ 3,500.00	April 5, 2017	2016-139	\$ 2,600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,496.34	April 5, 2017	2017-003	\$ 2,596.34					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	April 5, 2017	2016-130	\$ 2,600.00					\$ 900.00
Quincy Hot Spot	\$ 4,500.00	April 7, 2017	2016-117	\$ 3,600.00					\$ 900.00
Quincy Hot Spot	\$ 4,500.00	April 21, 2017	2016-141	\$ 3,600.00					\$ 900.00
Quincy Hot Spot	\$ 4,508.18	April 21, 2017	2016-057	\$ 3,608.18					\$ 900.00
Quincy Hot Spot	\$ 1,500.00	April 21, 2017	2016-026	\$ 600.00					\$ 900.00
Quincy Hot Spot	\$ 1,500.00	April 21, 2017	2016-138	\$ 600.00					\$ 900.00
Quincy Hot Spot	\$ 3,185.70	April 21, 2017	2016-147	\$ 2,285.70					\$ 900.00
Quincy Hot Spot	\$ 3,432.51	April 21, 2017	2016-145	\$ 2,532.51					\$ 900.00
Quincy Hot Spot	\$ 3,601.91	April 21, 2017	2016-083	\$ 2,701.91					\$ 900.00
Quincy Hot Spot	\$ 4,011.99	April 21, 2017	2017-159	\$ 3,111.99					\$ 900.00
Wolf Creek Woodstoves	\$ 1,500.00	May 19, 2017	2016-148	\$ 600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 1,500.00	June 2, 2017	2017-165	\$ 600.00					\$ 900.00
Wolf Creek Woodstoves	\$ 1,500.00	June 2, 2017	2017-157	\$ 600.00					\$ 900.00
Quincy Hot Spot	\$ 4,337.82	June 2, 2017	2016-088	\$ 3,437.82					\$ 900.00
Quincy Hot Spot	\$ 3,499.32	June 2, 2017	2016-099	\$ 2,599.32					\$ 900.00
Quincy Hot Spot	\$ 4,400.00	June 2, 2017	2017-160	\$ 3,500.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,500.00	June 7, 2017	2017-168	\$ 2,600.00					\$ 900.00
Quincy Hot Spot	\$ 1,500.00	June 14, 2017	2016-104	\$ 600.00					\$ 900.00
Quincy Hot Spot	\$ 2,695.83	June 14, 2017	2016-126	\$ 1,795.83					\$ 900.00
Wolf Creek Woodstoves	\$ 4,400.00	June 14, 2017	2016-052	\$ 3,500.00					\$ 900.00
Wolf Creek Woodstoves	\$ 3,504.34	June 21, 2017	2017-155	\$ 2,604.34					\$ 900.00
Wolf Creek Woodstoves	\$ 3,495.99	June 21, 2017	2017-164	\$ 2,595.99					\$ 900.00
Wolf Creek Woodstoves	\$ 3,577.04	June 26, 2017	2017-172	\$ 2,677.04					\$ 900.00

# Northern Sierra AQMD Restricted Fund Report

## \$\$ Already Disbursed by Grantee

## \$\$ Already Disbursed by Fund Source

Participant's Name and Agreement Number	Amount Disbursed	Date of Disbursement	Account	ABZ766	Carl Meyer	WCO	AB 923	TIMBER	H&S Mitigation
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 76.50	Jul 07, 2016	580-200-93	\$ 76.50					
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 51.47	July 14, 2016	580-200-93	\$ 51.47					
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 8.16	July 14, 2016	580-200-93	\$ 8.16					
Inc Senior Citizens of Sierra County (AB 2015-07, \$5,240)	\$ 1,736.00	July 25, 2016	580-200-66	\$ 1,736.00					
Inc Senior Citizens of Sierra County (AB 2015-07, \$5,240)	\$ 55,000.00	July 26, 2016	580-200-98					\$ 55,000.00	
Inc Senior Citizens of Sierra County (AB 2015-07, \$5,240)	\$ 359.00	August 1, 2016	580-200-65	\$ 359.00					
NSAQMD Video Conferencing (AB 2015-01, \$7,000)	\$ 76.50	August 1, 2016	580-200-93	\$ 76.50					
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 37.73	August 8, 2016	580-200-93	\$ 37.73					
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 728.00	August 10, 2016	580-200-65	\$ 728.00					
NSAQMD Video Conferencing (AB 2015-01, \$7,000)	\$ 62,045.30	September 12, 2016	580-200-42		\$ 62,045.30				
Don Wallace / Wallace Ranches (CM 2016-07, \$62,045.30)	\$ 2,672.45	September 19, 2016	580-200-73	\$ 2,672.45					
Portola MOU (AB 2016-08, \$35,378)	\$ 45,300.00	September 21, 2016	2016-06		\$ 45,300.00				
Dave Roberti / Roberti Ranch, Inc. (CM 2016-06, \$45,300)	\$ 1,500.00	October 13, 2016	580-200-66	\$ 1,500.00					\$ 40,000.00
Inc Senior Citizens of Sierra County (AB 2015-07, \$5,240)	\$ 40,000.00	October 28, 2016	580-200-97						
Daniel Craven (TIMBER 201601, \$40,000)	\$ 140,000.00	November 7, 2016	580-200-75		\$ 140,000.00				
John Skoverski / Skoverski Logging (CM 2016-05, \$140,000)	\$ 6.95	November 17, 2016	580-200-93	\$ 6.95					
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 74.66	December 27, 2016	580-200-93	\$ 74.66					
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 45.48	January 20, 2017	580-200-93	\$ 45.48					
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 718.00	February 16, 2017	580-200-65	\$ 718.00					
NSAQMD Video Conferencing (AB 2015-01, \$7,000)	\$ 30.50	March 2, 2017	580-200-93	\$ 30.50					
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 300.00	March 9, 2017	580-200-93	\$ 300.00					
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 38.06	March 9, 2017	580-200-93	\$ 38.06					
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 38.15	March 27, 2017	580-200-93	\$ 38.15					
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 3,670.74	March 27, 2017	580-200-73	\$ 3,670.74					
Portola MOU (AB 2016-08, \$35,378)	\$ 127.16	April 7, 2017	580-200-93	\$ 127.16					
Portola PM Nonattainment Mitigation Fund (AB 2015-08, \$33,211)	\$ 28,500.00	April 7, 2017	580-200-67	\$ 28,500.00					
Nevada County Public Works (AB 2015-04, \$30,000)	\$ 182.00	April 21, 2017	580-200-66	\$ 182.00					
Inc Senior Citizens of Sierra County (AB 2015-07, \$5,240)	\$ 38,844.00	April 21, 2017	580-200-55	\$ 38,844.00					
Tahoe Truckee Unified School District (AB 2016-04, \$38,844)	\$ 490.79	May 5, 2017	580-200-93	\$ 490.79					
Portola PM Nonattainment Mitigation Fund (AB 2015-08, \$33,211)	\$ 1,490.00	May 5, 2017	580-200-76	\$ 1,490.00					
Inc Senior Citizens of Sierra County (AB 2016-01, \$5,670)	\$ 359.00	May 5, 2017	580-200-65	\$ 359.00					
NSAQMD Video Conferencing (AB 2015-01, \$7,000)									

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# Northern Sierra AQMD Restricted Fund Report

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\$\$ Already Disbursed by Grantee				\$\$ Already Disbursed by Fund Source						
Participant's Name and Agreement Number	Amount Disbursed	Date of Disbursement	Account	AB 2766	Carl Meyer	WCO	AB 923	TIMBER	H&S Mitigation	
NSAQMD Video Conferencing (AB 2015-01, \$7,000)	\$ 223.00	May 9, 2017	580-200-55	\$ 223.00						
Tahoe Truckee Unified School District (AB 2016-04, \$38,844)	\$ 38,844.00	May 24, 2017	580-200-55	\$ 38,844.00						
Portola PNI Nonattainment Mitigation Fund (AB 2015-08, \$33,211)	\$ 100.00	June 2, 2017	580-200-93	\$ 100.00						
Portola PNI Nonattainment Mitigation Fund (AB 2015-08, \$33,211)	\$ 100.00	June 14, 2017	580-200-93	\$ 100.00						
Portola PNI Nonattainment Mitigation Fund (AB 2015-08, \$33,211)	\$ 195.15	June 14, 2017	580-200-93	\$ 195.15						
<i>Total Amount Disbursed for woodtowers from AB 2766 fund:</i>				\$ 268,142.34						
<i>Total Amount Disbursed for Grants from AB 2766 fund:</i>				\$ 121,623.45						
<i>Total amount that has already been disbursed:</i>				\$ 837,411.09	\$ 389,765.79	\$ 247,345.30	\$ -	\$ -	\$ 95,000.00	\$ 105,300.00

# Northern Sierra AQMD Restricted Fund Report

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Participant's Name and Agreement Number	Remaining Disbursement	Approved Expiration Date	Account	Encumbered \$\$ Not Yet Disbursed by Fund Source						
				AB2766	Carl Meyer	WCO	AB 923	TIMBER	H&S Mitigation	
Ne-Co Library System, Chicago Park Kiosk (AB 2014-09, \$33,455)	\$ 21,207.00	December 31: 2016	580-200-10	\$ 21,207.00						
NSAQMD Video Conferencing (AB 2015-01, \$7,000)	\$ (11,158)	n/a	580-200-65	\$ 470.42						
Ne-Co CDA & IGS (AB 2015-02, \$45,000)	\$ 2,250.00	December 31: 2016	580-200-69	\$ 2,250.00						
Nevada County Public Works (AB 2015-04, \$30,000)	\$ 1,500.00	December 31: 2016	580-200-67	\$ 1,500.00						
Nevada County Library (AB 2015-05, \$25,000)	\$ 25,000.00	December 31: 2016	580-200-70	\$ 25,000.00						
Nevada County Library (AB 2015-06, \$15,500)	\$ 11,566.40	December 31: 2016	580-200-71	\$ 11,566.40						
Hansen Bros. Enterprises (AB 2016-03, \$35,700)	\$ 35,700.00	December 31: 2017	580-200-54	\$ 35,700.00						
Superior Court of California (AB 2016-05, \$40,000)	\$ 40,000.00	December 31: 2017	580-200-51	\$ 40,000.00						
Town of Truckee (AB 2016-06, \$60,787)	\$ 60,787.00	December 31: 2017	580-200-63	\$ 60,787.00						
The Senior Citizens of Sierra County (AB 2016-01, \$5,670)	\$ 4,180.00	December 31: 2017	580-200-76	\$ 4,180.00						
Portola PM Nonattainment Mitigation Fund (AB 2105-08, \$33,211)	\$ 21,211.73	December 31: 2016	580-200-93	\$ 21,211.73						
Portola MIOU (AB 2016-08, \$35,378)	\$ 29,034.81	December 31: 2017	580-200-73	\$ 29,034.81						
City of Portola Woodstone Changeout Program	\$ 5,470.33	n/a	588-200-72			\$ 5,470.33			\$ 245,212.78	
H & S Mitigation Fund	\$ 245,212.78	n/a	581-200-01							
<i>Total amount that is encumbered but not yet disbursed:</i>				\$ 523,608.47	\$ 273,507.36	\$ -	\$ 5,470.33	\$ -	\$ -	\$ 245,212.78

	AB2766	Carl Meyer	WCO	AB 923	TIMBER	H&S Mitigation
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Revenue to date Received during FY 16-17 for each fund: \$ 400,089.56 \$ 940.47 \$ 56.23 \$ 49,796.75 \$ 4,207.18 \$ 3,113.00

"Remaining Balance" aka Unencumbered Revenue to date during FY 16-17 for each fund: \$ 112,397.54 \$ 4,598.65 \$ - \$ 134,107.55 \$ 24,592.87

EPA Target Grant Revenue (to be transferred into Nevada County AB2766): \$ 95,498.93

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

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

**Date:** February 26, 2018

**Agenda Item: IV.C**

**Agenda Description:** Solicitation for Application to Receive Funding From the Carl Moyer Memorial Program (Fiscal Year 2017/2018 - Year 20) Funds

**Issues:**

The California Air Resources Board (CARB) has allocated funding for a grant award of \$200,000 to the Northern Sierra Air Quality Management District for the Carl Moyer Memorial Air Quality Standards Attainment Program. These funds will be utilized to reduce emissions from heavy duty diesel engines throughout the entire district. CARB has requested that in order to receive the funds, the District must submit a signed resolution and application by February 28, 2018.

**Requested Action:**

If deemed appropriate, approve the FY 2017-2018 Application for Carl Moyer Program Funds (Year 20). And authorize the Chair to sign Resolution 2018-02.

**ROLL CALL VOTE REQUESTED**

**Attachments:**

1. Resolution # 2018-02
2. Application to Receive Funding from the Carl Moyer Memorial Air Quality Standards Attainment Program Fiscal Year 2017/2018 (Year 20) funds

**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT  
RESOLUTION #2018-02**

**In the Matter of Accepting FY 2017-18 CARL MOYER MEMORIAL AIR QUALITY STANDARDS ATTAINMENT PROGRAM (HEAVY-DUTY LOW EMISSION VEHICLE INCENTIVE PROGRAM) FUNDS**

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

**Whereas**, the Northern Sierra Air Quality Management District (District) has successfully implemented Carl Moyer Program projects in past years to reduce emissions and improve air quality in the Mountain Counties Air Basin and seeks to continue to reduce emissions from diesel engines through clean air projects;

**Whereas**, the District may be invited to accept Carl Moyer Program funds from other districts through an inter-district transfer;

**Whereas**, the District is applying for funding from the ARB "Carl Moyer Memorial Air Quality Standards Attainment Program", twentieth round of funding (FY 2017-18),

**NOW, THEREFORE, BE IT RESOLVED** that the Northern Sierra Air Quality Management District does hereby approve the District's continued participation in the Carl Moyer Program, and the acceptance of funds allocated and awarded to the District for eligible projects and program administration each year, in accordance with the terms and conditions of CMP grant agreements; and

**BE IT FURTHER RESOLVED** that the Northern Sierra Air Quality Management District will comply with Carl Moyer Program requirements as specified in 44275 through 33299.2 of the Health and Safety Code, the applicable CMP guidelines, and the District's CMP Policies and Procedures;

**BE IT FURTHER RESOLVED** that the Executive Officer is authorized to execute on behalf of the District grant agreements with ARB, and all other necessary documents to implement and carry out the purposes of this resolution.

On a motion by Supervisor \_\_\_\_\_, and seconded by Supervisor \_\_\_\_\_, the foregoing resolution was approved and adopted by the Board of Directors of the Northern Sierra Air Quality Management District at a regular meeting held on February 26, 2018, by the following roll call vote:

- Ayes:
- Noes:
- Absent:
- Abstaining:

Attest: \_\_\_\_\_  
Clerk of the Board/APCO

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

**Attachment 2**

**CARL MOYER PROGRAM  
 FISCAL YEAR 2017-2018 (YEAR 20) APPLICATION**  
*Application must be received by CARB by February 29, 2018*

**1. APPLICANT DISTRICT**

District Name Northern Sierra Air Quality Management District  
 Street Address 200 Litton Drive, Suite 320  
 City/Zip Code Grass Valley, 95945  
 Contact Person Gretchen Bennitt  
 Phone 530 274 - 9360 E-mail Address gretchen@myairdistrict.com

**2. CARL MOYER PROGRAM FUNDING REQUEST**

**Check one box and enter amount, if applicable.** District requests:

- Tentative allocation ("Total Allocation" amount from Attachment 1), or greater amount shown below if available:  
 \$ \_\_\_\_\_
- Minimum allocation of \$200,000 (no match required).
- Minimum allocation and authorizes the funds be designated to the Rural District Assistance Program (RAP) for these years. **(Please circle years that apply.)**  
 Current Year 20    Year 21    Year 22    Year 23    Year 24
- Tentative allocation and authorizes the funds be designated to a lead air district for these years. **(Please circle years that apply.)**  
 Current Year 20    Year 21    Year 22    Year 23    Year 24  
**(Please specify lead district.)** \_\_\_\_\_
- No Carl Moyer Program funds. District declines all funding for Year 20.

**3. DISTRICT MATCHING FUNDS (15% of Funding Request, for applications over \$200,000)**

**Total District Match:** \$ \_\_\_\_\_

**Specify match funding by source and amount:**

_____	\$ _____
Source of Funding	
_____	\$ _____
Source of Funding	
_____	\$ _____
Source of Funding	

**(a) Match Funds Subtotal:** \$ \_\_\_\_\_

**(b) Estimated In-kind Administration:** \$ \_\_\_\_\_  
*(Up to 15% of Total District Match)*



**4. PROGRAM ADMINISTRATION**

**Check box and enter percentage if District requests a program administration grant percentage lower than the 6.25% or 12.5% allowed under statute (H&SC § 44299.1).**

- The District requests program administration funds be included in this grant at \_\_\_\_\_ percent of the total grant, a lower portion than allowed by statute.

**5. BOARD RESOLUTION**

**Check one box and complete the date if applicable.**

- This application has been duly approved and authorized by the District governing board, as specified in the attached resolution.
- This application is scheduled to go before the District board on Feb 26, 2018  
Date

**6. DISTRICT CONTACT INFORMATION Please complete items (a)- (d):**

(a) District Air Pollution Control Officer	Phone	Email Address
Gretchen Bennitt	530 274-9360	Gretchen@myairdistrict.com

(b) District Carl Moyer Program Manager	Phone	Email Address
Joe Fish	530 274-9360 X 103	joe@myairdistrict.com

(c) District Mailing Address:

200 Litton Drive, Suite 320  
Grass Valley, CA 95945

(d) District Phone number:  
(530) 274-9360

**7. DISTRICT APCO/EO APPROVED SIGNATURE**

- To the best of my knowledge and belief, the information in this application is true and correct. Unless my district has declined or designated these grant funds, an up-to-date Carl Moyer Program District Policies and Procedures Manual, based on current Carl Moyer Program Guidelines, is maintained at the District's office.

  
Signature of Air Pollution Control Officer

2/9/18  
Date

**Please e-mail signed application by February 29, 2018 to:**  
[Sibyl.Britton@arb.ca.gov](mailto:Sibyl.Britton@arb.ca.gov)

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

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

**Date:** February 26, 2018

**Agenda Item: IV.D**

**Agenda Description:** Portola Lease Amendment

**Issues:**

The District has discussed with the landlord of the Portola office that they would like to continue in the offices for another five years. Included is a copy of the original lease and the proposed amendment for the next five years. The original lease and the amendment were reviewed by County Counsel and met with approval.

**Requested Action:** Review amendment and authorize Chair to sign amendment

***ROLL CALL VOTE REQUESTED***

**Attachments:**

1. Commercial Lease Agreement between Northern Sierra Air Quality Management District and Ursula Kleinhans Trust for Suite E, 257 Sierra Street, Portola, Ca 96122
2. Amendment to Lease



**COMMERCIAL LEASE AGREEMENT**  
(C.A.R. Form CL, Revised 11/11)

Date (For reference only): December 14, 2012

Ursula M. Kleinhaus Trust

("Landlord") and

Northern Sierra Air Quality Management District

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: Suite E, 257 East Sierra Street, Portola, CA 96122 ("Premises"), which comprise approximately 21.000 % of the total square footage of rentable space in the entire property. See exhibit A for a further description of the Premises.

2. **TERM:** The term begins on (date) February 1, 2013 ("Commencement Date"), (Check A or B):

- A. Lease: and shall terminate on (date) January 31, 2018 at 5:00  AM  PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
- B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
- C. **RENEWAL OR EXTENSION TERMS:** See attached addendum Addendum

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

- (1) \$ \_\_\_\_\_ per month, for the term of the agreement.
- (2) \$ 450.00 per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for California (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
- (3) \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_
- (4) In accordance with the attached rent schedule.
- (5) Other: See Paragraph 39 and Addendum

B. Base Rent is payable in advance on the 1st (or  \_\_\_\_\_ ) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) Ursula M. Kleinhaus Trust at (address) 578 Sutton Way, #356, Grass Valley, CA 95945, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on January 1, 2013. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant  is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$ 500.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:)  If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials (ROK) ( \_\_\_\_\_ )

Tenant's Initials (TK) ( \_\_\_\_\_ )

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

CL REVISED 11/11 (PAGE 1 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

Agent: Andy Otto Phone: (530)687-1163 Fax: (530)648-2500 Prepared using zipForm® software  
Broker: Coldwell Banker NO. CA-DPR 12068 Donner Pass Rd. Truckee, CA 96161

Premises: Suite E, 257 East Sierra Street, Portola, CA 96122 Date December 14, 2012

**7. PAYMENTS:**

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>Feb. 1, 2013</u> To <u>2/28/13</u> Date Date	\$ <u>450.00</u>	\$ _____	\$ <u>450.00</u>	<u>01/01/2013</u>
B. Security Deposit	\$ <u>500.00</u>	\$ _____	\$ <u>500.00</u>	<u>01/01/2013</u>
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>950.00</u>	\$ _____	\$ <u>950.00</u>	_____

8. **PARKING:** Tenant is entitled to \_\_\_\_\_ unreserved and 1 reserved vehicle parking spaces. The right to parking  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: \_\_\_\_\_  
The right to additional storage space  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 6 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ \_\_\_\_\_ as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: NONE  
Items listed as exceptions shall be dealt with in the following manner: \_\_\_\_\_

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant Includes telephone, electricity, propane gas, internet access, 21% reasonable snow removal (prorated).

14. **PROPERTY OPERATING EXPENSES:**  
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. \_\_\_\_\_

OR B.  (If checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as Office  
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. **MAINTENANCE:**  
A. Tenant OR  (if checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.  
B. Landlord OR  (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and Landscaping.

Landlord's Initials (RDK) (\_\_\_\_\_)

Tenant's Initials (JPS) (\_\_\_\_\_)



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Premises: Suite E, 257 East Sierra Street, Portola, CA 96122

Date December 14, 2012

- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or  \_\_\_\_\_) day period preceding the termination of the agreement.
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or  \_\_\_\_\_) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by re letting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ 1,000,000.00. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ \_\_\_\_\_, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials ( RDK ) ( \_\_\_\_\_ )

Tenant's Initials ( JTB ) ( \_\_\_\_\_ )

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CL REVISED 11/11 (PAGE 3 of 6)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **DISPUTE RESOLUTION:**

- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials RDK / \_\_\_\_\_ Tenant's Initials RS / \_\_\_\_\_

Landlord's Initials ( RDK ) ( \_\_\_\_\_ )

Tenant's Initials ( RS ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: Suite E, 257 East Sierra Street, Portola, CA 96122 Date December 14, 2012

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

36. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:  
Landlord: Ursula M. Kleinhans Trust Tenant: Northern Sierra Air Quality Mgmt District  
Rolf D. Kleinhans, Trustee 257 E. Sierra Street, Suite E  
578 Sutton Way, #356 Portola, CA 96122  
Grass Valley, CA 95945 (530) 274-9360 x 102  
(530) 559-5000

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

38. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

39. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** See Addendum.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following ATTACHED supplements/exhibits are incorporated in this agreement:  Option Agreement (C.A.R. Form OA)  
 Addendum, Exhibit A

40. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

42. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (Individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
Listing Agent: COLDWELL BANKER COMMERCIAL (Print Firm Name) is the agent of \_\_\_\_\_  
(check one):  
 the Landlord exclusively; or  both the Tenant and Landlord.  
Selling Agent: \_\_\_\_\_ (Print Firm Name) (if not same as Listing Agent) is the agent of \_\_\_\_\_  
(check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.  
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials ( RDK ) ( \_\_\_\_\_ )

Tenant's Initials ( TB ) ( \_\_\_\_\_ )  
Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



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Premises: Suite E, 257 East Sierra Street, Portola, CA 96122

Date December 14, 2012

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant Gretchen Bennett Date 12-14-12

Gretchen Bennett, ExecDirector  
(Print Name)  
Address 257 E. Sierra St., Ste. E City Portola State CA Zip 96122

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_ Date \_\_\_\_\_  
Guarantor \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord Rolf D. Kleinhaus Date 12/14/2012  
(owner or agent with authority to enter into this agreement) Rolf D. Kleinhaus, Trustee  
Address 578 Sutton Way, #356 City Grass Valley State CA Zip 95945

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(owner or agent with authority to enter into this agreement)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) COLDWELL BANKER COMMERCIAL DRE Lic. # 01908304  
By (Agent) \_\_\_\_\_ DRE Lic. # 01076423 Date 12/14/2012  
Andy Otto  
Address 17400 Northwoods Blvd. City Truckee State CA Zip 96161  
Telephone (530) 587-1163 Fax (530) 548-2500 E-mail andyotto@telis.org

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.  
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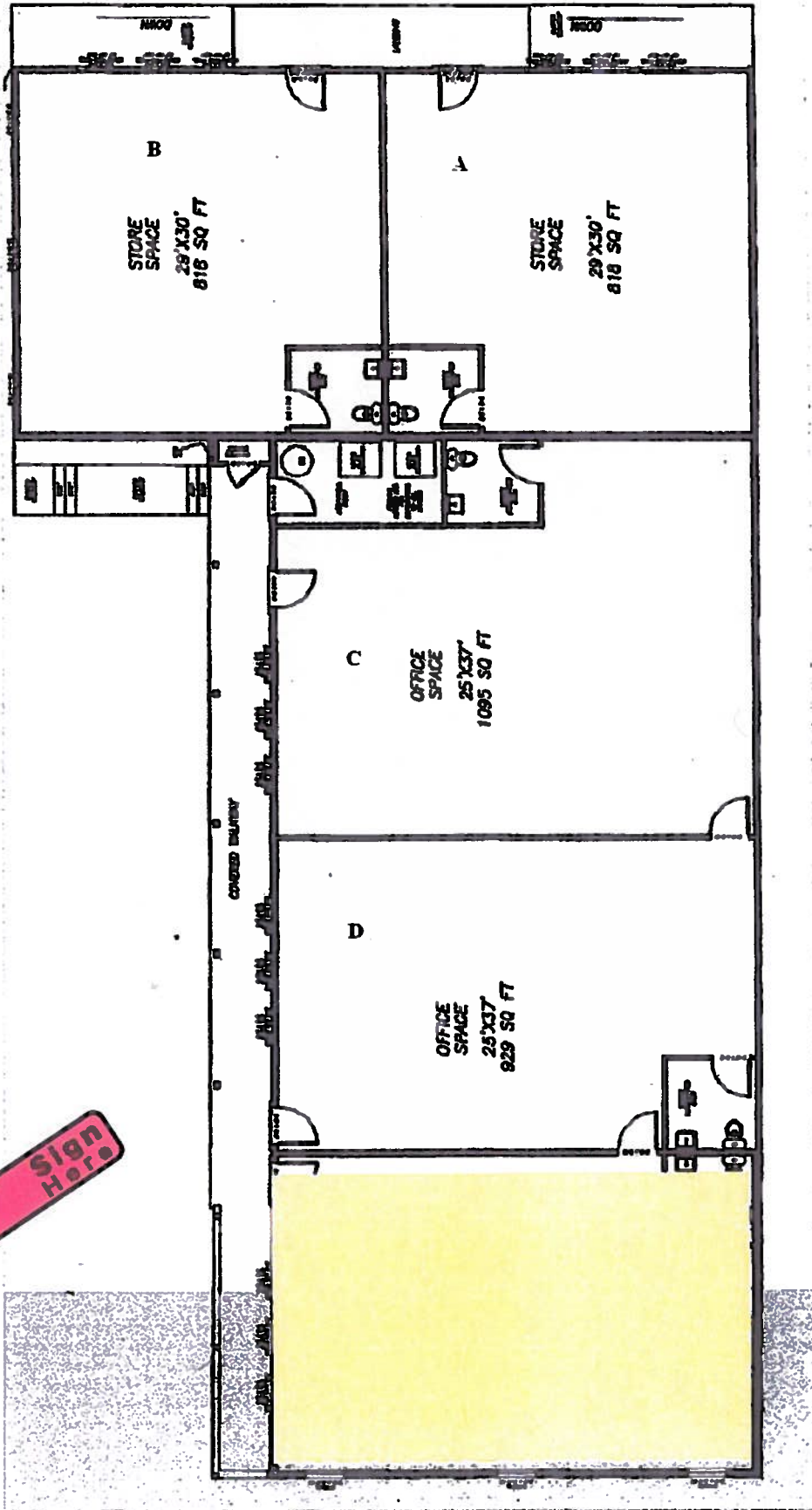
Reviewed by AB Date \_\_\_\_\_



40



**Exhibit A**



Initials:

JAB  
\_\_\_\_\_  
\_\_\_\_\_

Sign Here

## ADDENDUM NO. 1

The following terms and conditions of this addendum ("Addendum") are hereby incorporated in and made a part of the "Commercial Lease Agreement" dated \_\_\_\_\_, 2012 ("Agreement"), on the property commonly known as **257 East Sierra Street, Suite E, Portola, California**, in which the **Ursula M. Kleinhans Trust** is referred to as **Landlord** and the **Northern Sierra Air Quality Management District** is referred to as **Tenant**. The Agreement and this Addendum shall be construed together and shall be collectively referred to herein as "the Lease." However, where the terms of this Addendum and the terms of the Agreement conflict, the terms of this Addendum shall in all instances prevail. Any defined term not otherwise defined herein shall have the meaning as ascribed to such term in the Agreement.

**A. PROPERTY.** Paragraph 1 of the Lease is hereby amended to add:

"The Premises shall consist of approximately 934 rentable square feet of office space, one reserved parking space and non-exclusive use of all unreserved parking spaces on the Property including at least one unreserved ADA compliant parking space."

**B. PARKING.** Paragraph 8 of the Lease is hereby amended to add:

"Tenant shall be entitled to non-exclusive use of all unreserved parking spaces in any parking areas located on the Premises and at least one unreserved ADA compliant parking space. Tenant is allowed to park one vehicle overnight in its reserved parking space. If there is a need for snow removal, the vehicle will be relocated every twelve hours after and during a snow event to allow for snow removal of the entire parking area. Any call backs necessary for removal of snow will be at tenant's expense."

**C. OPTION TO RENEW.** Tenant shall have the option to extend the Term ("Extension Option") for two (2) additional periods of five years ("Extension Period") by giving written notice to Landlord of the exercise of such Extension Option at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the expiration of the Term of the Agreement. Upon the exercise of an Extension Option, the parties shall execute and acknowledge an instrument confirming the exercise of the Extension Option and such other documents as may be necessary to document and authorize the extension in accordance with Tenant's legal requirements. Terms and conditions of the renewal period shall remain the same as for the initial Term of the Lease, except for such modifications as may be mutually agreed upon by the parties.

**D. TENANT SIGNAGE.** Tenant shall be responsible for all signage expenses related to Tenant's use or occupancy of the Premises. Tenant shall submit sign designs to Landlord for written approval, which approval shall not be unreasonably withheld or delayed. Signage shall meet required governmental regulations and ordinances, and Tenant will obtain all necessary approvals and pay all necessary fees prior to installing such signage. Nothing in this provision obligates Tenant to use any particular signage or to have signage.

**E. EARLY TERMINATION.** Paragraph 25 of the Agreement is hereby replaced to read as follows:

*TTH*

**A. Early Termination for Non-Appropriation of Funds.** Tenant shall have the right to terminate this Lease with respect to all or part of the Premises upon ninety (90) days prior written notice to Landlord ("Termination Notice") on the happening of any one or more of the following events: (a) if, during its annual budget process, the Tenant's Board of Directors fails to appropriate sufficient funds for the rental of all or a portion of the Premises covered by this Lease; (b) the State of California ("State") or Tenant's Board of Directors discontinues, in whole or in part, the program or agency for which the Premises were leased; or (c) the funding, whether County, State or Federal, for the program or agency for which the Premises were leased is substantially reduced or withdrawn, or if distribution of State or Federal funds to the District is suspended or delayed for any reason for a period of 6 months or longer.

**B. Incidental Damages.** Tenant shall not be liable for loss of brokerage fees or commissions or any other incidental damages as a result of any termination of this Agreement."

**F. DAMAGE TO PREMISES:** Paragraph 26 of the Agreement is hereby replaced to read as follows:

**A.** If the Premises are totally destroyed by fire or other casualty, either party may terminate this Lease immediately by giving notice to the other party.

**B.** In the event of minor damage to any part of the Premises, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord.

**C.** If Tenant remains in possession of the Premises though partially destroyed, then during restoration the rent for said Premises shall be reduced by the same ratio as the usable square feet Tenant is precluded from occupying bears to the total usable square feet in the Premises. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

**D.** Landlord and Tenant each hereby waive any right of recovery against the other due to loss of or damage to the property of either Landlord or Tenant when such loss of or damage to property arises out of acts of God or any other property perils whether or not such perils have been insured, self-insured, or non-insured."

**G. LIABILITY INSURANCE.** Paragraph 29 of the Agreement is hereby replaced to read as follows:

TJK

**"A. Landlord and Tenant shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities, personal and real properties of each with respect to the Premises, with the premiums thereon fully paid on or before the due date. Such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage for bodily injury, property damage or a combination thereof. Tenant and Landlord shall promptly provide proof of such insurance to the other, evidenced by a certificate of insurance with properly executed endorsements attached.**

**B. Tenant shall promptly provide Landlord with an endorsement naming Landlord as an additional insured under its policy, and Landlord shall request Landlord's insurance provider to provide Tenant with an endorsement naming Tenant as an additional insured under its policy. All insurance policies shall provide for thirty (30) days written notice to both parties of any termination or change in coverage, protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).**

**C. All policies of insurance required by this Lease shall remain in full force and effect throughout the life of this Lease and shall be payable on a "per occurrence" basis unless both parties specifically consent to "claims made" coverage. Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement. The policies of insurance required by this Agreement shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by Tenant's Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, the party obtaining said insurance shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this Agreement."**

**H. TENANCY STATEMENT (ESTOPPEL CERTIFICATE). Paragraph 30 of the Agreement is hereby replaced to read as follows:**

**"Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within ten (10) business days after receipt of a request for such statement (estoppel certificate). The tenancy statement shall acknowledge that this Agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct."**

**I. TENANT REPRESENTATIONS; CREDIT. Paragraph 33 of the Agreement is hereby deleted.**

TB

J. DISPUTE RESOLUTION. Paragraph 34 of the Agreement is hereby deleted.

K. INDEMNIFICATION. Paragraph 38 of the Agreement is hereby replaced to read as follows:

“Landlord and Tenant, and their respective officers, agents, brokers, subcontractors and employees shall indemnify, defend, and hold each other harmless from and against all claims, liabilities, losses, injuries or damages (including all attorneys’ fees and costs) arising out of, or in any way connected with, performance of their respective obligations under this Agreement, excepting any loss, injury or damage caused solely by the gross negligence or willful misconduct of the other. This Paragraph 38 shall survive termination or expiration of this Agreement.”

L. LATE CHARGE; INTEREST; NSF CHECKS. Paragraph 10 of the Agreement is hereby replaced to read as follows:

“Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 30 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord \$35 as a late charge, plus 10% interest per annum on the delinquent amount, and \$25 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by Landlord’s acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord’s right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.”

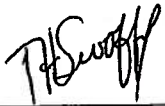
The foregoing terms and conditions are hereby agreed to and are effective as of the date first set forth above, and the undersigned acknowledge receipt of a copy of this Addendum No. 1.

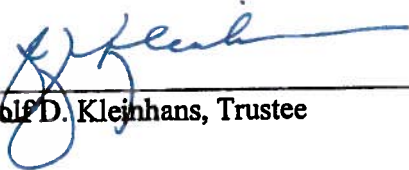
Date: \_\_\_\_\_

Date: 12/14/2012

TENANT: Northern Sierra Air Quality  
Management District

LANDLORD: Ursula M. Kleinhans Trust

By:   
Terrell Swofford, Chair  
Northern Sierra Air Quality Management  
District

By:   
Rolfe D. Kleinhans, Trustee






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER** RICHARD K STOCKTON, CLU, ChFC, AGENT  
65 WEST MAIN STREET  
PO BOX 259  
QUINCY, CA 95971



**CONTACT NAME:** LINDA PITLOCK  
**PHONE (A/C, No, Ext):** 530-283-0565 **FAX (A/C, No):** 530-283-5143  
**E-MAIL ADDRESS:** LINDA.M.PITLOCK.ISBZ@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm General Insurance Company	26151
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED** URSULA KLEINHANS  
590 E MAGNOLIA AVE  
PORTOLA CA 96122-6701

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADCL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	90-BM-W650-4 G	08/17/2012	08/17/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	N/A			WC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

BUSINESS - OFFICE  
257 E SIERRA STREET; PORTOLA CA 96122



**CERTIFICATE HOLDER**

NORTHERN SIERRA AIR QUALITY MANAGEMENT  
DISTRICT ATTN: GRETCHEN BENNITT  
PO BOX 2509  
GRASS VALLEY, CA 95945

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Linda Marie Pitlock*

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This is to certify that coverages listed below have been issued to the Member named below for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document.



This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

<b>Participating Member:</b> Northern Sierra Air Quality Management District Post Office Box 2509 Grass Valley, CA 95945-2509	<b>Member Number:</b> BOP-6977	<b>Entity Affording Coverage:</b> Special District Risk Management Authority 1112 'I' Street, Suite 300 Sacramento, California 95814 800.537.7790 www.sdrma.org
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Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
<input checked="" type="checkbox"/> General Liability Personal Injury and Property Damage	LCA-SDRMA-201213	02/01/2013	07/01/2013	Per Occurrence \$1,000,000

**Description:** All listed coverage is in effect only for the time period specified.  
Ursula M. Kleinhans Trust is named as an additional covered party with respect to the lease agreement for premises located at 257 East Sierra Street, Suite E in Portola, California.

**Cancellation:** Should any of the above-described policies be cancelled before the expiration dates thereof, the issuing company will endeavor to mail 30 days written notice to the above-named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

Certificate Dates:	Effective Date 02/01/2013	Expiration Date 07/01/2013	Certificate Type: <input checked="" type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee <input type="checkbox"/> Evidence of Coverage
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<b>CERTIFICATE HOLDER</b> Ursula M. Kleinhans Trust c/o Rolf D. Kleinhans, Trustee 578 Sutton Way, #356 Grass Valley, CA 95945	Gregory S. Hall - Chief Executive Officer
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**To:** Northern Sierra Air Quality Management District Board of Directors

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

**Date:** February 26, 2018

**Agenda Item: V.A**

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

**Issues:** The District will provide an update to the Board

**Requested Action:** None requested

**Attachments:** none

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

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

**Date:** February 26, 2018

**Agenda Item: V.B**

**Agenda Description:** Presentation of Northern Sierra Air Quality Management District's Goals and Objectives for 2018

**Agenda Description:.** Presentation of Northern Sierra Air Quality Management District's Goals and Objectives for 2018

The District's Draft Goals and Objectives for 2018 is attached for Discussion and Direction from the Board.

Additionally, all regular ongoing activities are also included, titled, 2018 Overall Work Plan

**Requested Action:**

1. Discuss and provide direction

**Attachments:**

1. Northern Sierra Air Quality Management District's Draft Goals and Objectives for 2018
2. 2018 Overall Work Plan

# NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT 2018 STRATEGIC PLAN

## MISSION STATEMENT

Preserving air quality and protecting the public health and welfare in Nevada, Plumas, and Sierra Counties.

These goals are in addition to ongoing programs and projects the District performs to protect public health identified in Overall Work Plan. Goals are listed in the order of highest priority.

## 2018 GOALS AND OBJECTIVES

**Goal #1:** Implement the requirements of the Federal and California Clean Air Act for the Greater Portola Federal PM2.5 Nonattainment Area.

### **Objectives:**

- 1A. Fulfill commitments as required by the State Implementation Plan (SIP) for the Portola Fine (PM2.5) Nonattainment Area
- 1B. Pursue additional strategies to further reduce fine particulate matter in the Greater Portola Federal PM2.5 Nonattainment Area.

**Goal #2:** Implement the requirements of the Federal and California Clean Air Act for the federal ozone nonattainment area of western Nevada County.

### **Objectives:**

- 2A. Continue to develop a State Implementation Plan (SIP) for the 2008 federal Ozone Standards in coordination with the California Air Resources Board (CARB) to address ozone precursor emissions that affect western Nevada County, meeting applicable Clean Air Act requirements.
- 2B. Develop and maintain local programs to assure local emissions are adequately documented and SIP requirements are fulfilled. Track and record all implemented programs in western Nevada County for SIP purposes.
- 2C. Continue work with EPA and CARB on developing a Transportation Conformity rule/protocol, which is a required SIP component under the Clean Air Act.
- 2D. Identify and possibly begin work on requirements for the 2015 federal ozone standard.

**Goal #3:** Continue to Assist Owners of Heavy Duty Diesel Trucks with Funding from Carl Moyer, AB 2766 and AB 923 programs

### **Objectives:**

- 3A. Implement Carl Moyer, AB2766 and AB 923 grant programs for owners of Heavy Duty Diesel Engines.
- 3B. Pursue Avenues to Increase Funding for Carl Moyer, AB2766 and AB923

**Goal #4:** Develop and implement air quality strategies to assure continued and enhanced services to county residents.

**Objectives:**

- 4A. Maintain and improve (as needed) air quality monitoring in all three counties to assure protection of public health.
- 4B. Continue to support efforts to utilize biomass as a fuel to reduce smoke impacts from prescribed/residential open burning
- 4C. Work with various agencies; Forest Service, CAPCOA, California Air Resources Board, etc. to improve burning practices to reduce smoke emissions from prescribed burning.
- 4D. Continue to advertise and provide public health advisories during poor air quality episodes, including the health effects of air pollutants of concern, how the public can minimize their exposure, and how the public can voluntarily help curtail an episode.

**Northern Sierra Air Quality Management District  
Plan of Action for Achieving Objectives**

**GOAL#1:** Implement the requirements of the Federal and California Clean Air Act for the Greater Portola Federal PM2.5 Nonattainment Area.

**Objective 1A:** Fulfill commitments as required by the State Implementation Plan (SIP) for the Portola Fine (PM2.5) Nonattainment Area

**Background:**

The EPA officially designated the Greater Portola area in Plumas County as a federal PM2.5 nonattainment area on April 15, 2015. The District submitted a required SIP to the California Air Resources Board (CARB) which contained rules and regulations which will demonstrate attainment of the air quality standard by December 31, 2021. The CARB Board approved the District's SIP and submitted it to the Environmental Protection Agency on February 16, 2017.

If the SIP is not approved by EPA, the EPA will first take the following measure; 2:1 offsets for industrial sources will be required. Second step will be that federal highway funds will be withheld within the Nonattainment Area.

**Action Plan/Steps for Implementation:**

1. Implement at least 350 residential wood stove replacement projects for the purpose of meeting Reasonable Further Progress (RFP) by December 31, 2019 and at least 600 residential wood stove replacement projects for the purpose of attainment by December 31, 2021.
  2. Request the Board to adopt a Resolution by October 31, 2018 that commits to evaluate the progress towards meeting the RFP by December 31, 2019.
- 
2. In an annual report for each year from 2017-2022 submitted to EPA by March 31 of each following year:
    - i. Identify each project implemented during the previous calendar year by program tracking number, description of both baseline and new equipment, and quantified emission reductions;
    - ii. Provide an internet link to the EPA Burnwise Emission Calculator used to calculate emission reductions;
    - iii. Describe the actions taken and documentation collected by ARB to confirm each project's compliance with program requirements;
    - iv. Determine whether the identified projects are projected to achieve the full amount of PM<sub>2.5</sub> emission reductions required by the SIP; and
    - v. Describe any changes to relevant forms and related impacts on program integrity.

**Northern Sierra Air Quality Management District  
Plan of Action for Achieving Objectives**

**GOAL#1:** Implement the requirements of the Federal and California Clean Air Act for the Greater Portola Federal PM2.5 Nonattainment Area.

**Objective 1B:** Pursue additional strategies to further reduce fine particulate matter in the Greater Portola Federal PM2.5 Nonattainment Area.

**Background:** In addition to the wood stove change-out program and the requirements of the City of Portola's Wood Stove and Fireplace Ordinance, the District included the following strategies as part of the SIP.

**Action Plan/Steps for Implementation:**

- |   |                 |
|---|-----------------|
| 1. Implement and maintain a public education campaign   | Ongoing         |
| • Partner with other events   | Throughout 2018 |
| • Work with local retailers to publish and distribute proper woodstove use                              |                 |
| • Continue to work with local media to promote clean Wood burning practices                             |                 |
| 2. Manage MOU with City of Portola for Services   | Ongoing         |
| 3. Continue to Implement Voluntary Woodstove Curtailment Program  | 2018-2020       |
| 4. Distribute stove thermometers to residents   | Ongoing         |
| 5. Prohibit open burning during winter  |                 |
| The District will assess the feasibility of a green waste collection program in the nonattainment area. |                 |

The District will pursue funding to assist in green waste collection in the nonattainment area.

The implementation of a green waste collection program will allow the District to develop an open burning rule similar to the current District Rule 318 which prohibits open burning in the American Valley region from November 15 to March 15.

The District will take such an open burning rule to the Board for consideration by March 31, 2019.

## **Northern Sierra Air Quality Management District Plan of Action for Achieving Objectives**

**Goal #2:** Implement the requirements of the Federal and California Clean Air Acts for the ozone nonattainment area of western Nevada County.

**Objective 2A:**

Continue to develop a State Implementation Plan (SIP) for the 2008 federal Ozone Standards in coordination with the California Air Resources Board (CARB) to address ozone precursor emissions that affect western Nevada County, meeting applicable Clean Air Act requirements.

**Background:**

Western Nevada County is currently Moderate Nonattainment for the federal 2008 Ozone Standard (75 ppb), and must “bump up” to Serious Nonattainment because data for 2015-2017 do not show attainment. The new attainment year will be 2021, based on 2018-2020 data.

The Clean Air Act contains numerous provisions relating to nonattainment areas. Collectively, the rules, measures and other nonattainment-related work products that an area uses to satisfy federal nonattainment requirements constitute the SIP. The NSAQMD, along with 76 other nonattainment areas nationwide, has received a Finding of Failure to Submit certain SIP elements, and must submit them to EPA by 7/10/19 to avoid major source offset sanctions, or by 1/10/20 to avoid certain non-safety highway project funding sanctions. The District and CARB have come up with a timetable intended to ensure that EPA will receive all necessary materials by September, 2018.

Completed Requirements: Emissions Inventory; Emissions Inventory Documentation; New Source Review rule (submitted to EPA via CARB 9/6/16, with final approval by EPA still pending); Emission Statements rule; all required Reasonably Available Control Technology (RACT) rules; Reasonable Further Progress/Milestone Demonstration; Basic Vehicle Inspection and Maintenance Program (Smog Check); RACM Analysis; and Contingency Measures Demonstration (relies on CARB’s statewide measures).

Outstanding Requirements: Public Hearing/Adoption of RACT SIP Revision (scheduled for 2/26/18, alternatively 3/26/18); Submittal of RACT SIP Revision to EPA via CARB; Transportation Conformity Procedure (EPA is currently working with California to develop a statewide procedure, and has set precedent to allow a work-in-progress SIP demonstration); Monitor Data Analysis; Attainment Modeling/Weight-of-Evidence Attainment Demonstration (CARB); General Conformity (CARB); and compiling everything into a single Attainment Plan document for submittal to EPA.

**Action Plan/Steps for Implementation:**

1. Participate in SIP coordination meetings with air districts, EPA and the State during the continued development of the SIP. Make every attempt to stick with the schedule noted above and prod CARB as needed to provide their work products on time.
2. The primary goal of this district will be to assure that ozone transport continues to be a high priority and is addressed in all technical aspects during the development of the SIP. Continue to take a proactive role in lobbying for greater ozone controls on upwind sources to decrease ozone transport to western Nevada County. Possibly

attend Board meetings of the upwind air districts of the Bay Area and Sacramento if crucial control measures to reduce ozone precursors are being considered.

3. As necessary, hold community meetings to discuss the SIP process, the role the upwind contributing counties play, and Nevada County's strategy to reduce emissions.
4. Participate in CAPCOA Planning Managers to help keep up with all relevant developments.



**Northern Sierra Air Quality Management District  
Plan of Action for Achieving Objectives**

**Goal #2:** Implement the requirements of the Federal and California Clean Air Act for the ozone nonattainment area of western Nevada County

**Objective 2B:**

Develop and maintain local programs to assure local emissions are adequately documented and SIP requirements are fulfilled. Track and record all implemented programs in western Nevada County for SIP purposes.

**Background:**

The California Air Resources Board realizes that attainment in Nevada County is dependent primarily upon the upwind areas' (Sacramento and Bay Area) emission reductions. Grant programs such as Carl Moyer and AB2766 are very cost-effective strategies for reducing emissions of ozone precursor pollutants. These programs also have the co-benefit of reducing diesel particulate matter, which the California Air Resources Board has formally found to be a toxic air contaminant.

Since all of the AB2766 projects are evaluated for tailpipe emission reductions, all of the projects have a great potential to be utilized as SIP credit in western Nevada County, should the area eventually be moved to a worse nonattainment category.

**Action Plan/Steps for Implementation:**

1. Implement the Carl Moyer Heavy Duty Diesel Engine Incentive Program, and the AB2766 DMV Surcharge emissions reductions programs providing pass-through grants that reduce ozone precursors and diesel particulate matter. For Carl Moyer, staff will participate in monthly meetings with California Air Resources Board (CARB) and other air districts. ARB requires several reports per year on implementation progress. Staff will continue to apply for funding and advertise to gain greater participation. Staff will regularly report Carl Moyer progress to Board through quarterly reports and the approval of individual contracts.
2. Annually, staff will present a Request for Proposal for AB2766 to the Board for approval. Staff will distribute the approved RFP, screen applicants, prepare final report for the Board's approval of individual projects.

**Northern Sierra Air Quality Management District  
Plan of Action for Achieving Objectives**

**Goal #2:** Implement the requirements of the Federal and California Clean Air Act for the ozone nonattainment area of western Nevada County

**Objective 2C:** Continue work with EPA and CARB on developing a Transportation Conformity rule/protocol, which is a required SIP component under the Clean Air Act.

**Background:**

CARB and EPA are working together with districts to develop a statewide transportation conformity rule for local air district modification and implementation.

**Action Plan/Steps for Implementation:**

1. Continue communications with CARB about transportation conformity developments.
2. Work on developing a rule once the details have been worked out (might not materialize in 2018).
3. Participate in CAPCOA Planning Managers and the statewide Transportation Conformity Working Group to keep up with all relevant developments.

**Northern Sierra Air Quality Management District  
Plan of Action for Achieving Objectives**

**Goal #2:** Implement the requirements of the Federal and California Clean Air Act for the ozone nonattainment area of western Nevada County

**Objective 2D:** Identify and possibly begin work on requirements for the 2015 federal ozone standard.

**Background:** Western Nevada County will be designated Nonattainment for this standard in early- to mid-2018. The Implementation Rule for this standard was proposed in 2017, but EPA has not committed to a date by which to finalize it.

**Action Plan/Steps for Implementation:**

1. Review final Implementation Rule when it is proposed and evaluate its impacts. Submit comments if warranted.
2. Participate in CAPCOA Planning Managers to help keep up with all relevant developments.

**Northern Sierra Air Quality Management District  
Plan of Action for Achieving Objectives**

**GOAL#3:** Continue to Assist Owners of Heavy Duty Diesel Trucks with Funding from Carl Moyer, AB 2766 and AB 923 programs

**Objective 3A:** Implement Carl Moyer, AB2766 and AB 923 Grant programs for owners of Heavy Duty Diesel Engines.

**Background:** The District has been working with local truck owners/operators to disburse grant funds for the Carl Moyer Heavy Duty Diesel Program. The program offers funding for repowers and retrofits only. It has become increasingly difficult for on-road vehicles to qualify for the funding since Carl Moyer funding can not be applied to a vehicle that will have to comply with a state diesel regulation within three years. However, the District recently modified the program to allow funding for off-road vehicles and the applicants have dramatically increased. Recently the Board has requested a further modification of the program which will allow for the funds to be distributed more widely. AB2766 Funding does not carry such constraints as the Carl Moyer program, however, this is a competitive grant in all three counties. The District administers approximately \$220,000 annually district-wide.

AB923 funding is available only to heavy duty vehicles in Plumas County for Carl Moyer-like programs or for the infrastructure or alternatively fueled stations for alternatively fueled school buses.

**Action Plan/Steps for Implementation:**

1. Turn in applications for funding for Carl Moyer.
  2. Request Board Approval through the Authorization of Resolutions to implement Carl Moyer programs for FY 2018/2019.
  3. Maintain the CARL Database for Carl Moyer programs.
  4. Modify the District's Carl Moyer Policy in time to be implemented for Year 20 funding
- Spring 2018

**GOAL#3:** Continue to Assist Owners of Heavy Duty Diesel Trucks with Funding from Carl Moyer, AB 2766 and AB 923 programs

**Objective 3B:** Pursue Avenues to Increase Funding for Carl Moyer, AB2766 and AB923

**Background:**

Carl Moyer –

Legislation (AB8) limits rural air districts to \$200,000 annually without a match.

This can be increased to \$290,000 with a required match of \$43,541.

Match can come from either AB2766 funds or AB923.

AB2766 –

District administers approximately \$220,000 annually

Each county is limited to \$4/vehicle of DMV registration fees.

Plumas – \$4/vehicle

Sierra – \$2/vehicle

Nevada – \$4/vehicle

AB923 –

Each county is limited to \$2/vehicle but the County must have the max \$4 before it can qualify to receive the AB923.

Plumas county is the only county that receives AB923, the District receives about \$35,000 annually.

**Action Plan/Steps for Implementation:**

1. Present option to Sierra County Board of Supervisors to Increase AB2766 maximum to \$4 and to adopt \$2 AB923. **Fall 2018**
2. Present option to Nevada County Board of Supervisors to adopt \$2 AB923. **Fall 2018**

## **Northern Sierra Air Quality Management District Plan of Action for Achieving Objectives**

**Goal #4:** Develop and implement air quality strategies to assure continued and enhanced services to county residents.

**Objective 4A:** Maintain and improve (as needed) air quality monitoring in all three counties to assure protection of public health.

### **Background:**

The District's air monitoring program assists the county residents by informing sensitive individuals of air pollution levels; both long term trends and current, up-to-date impacts. Although western Nevada County exceeds the federal ozone standard primarily due to transport from the upwind areas, real time air monitoring allows the District to issue Health Advisories to schools, coaches, hospitals, nursing homes and other sensitive individuals. Additionally, smoke impacts can sometimes be severe during forest fires and large prescribed burns in all areas of the District. Again, the District plans to be prepared to continue monitoring smoke levels on a real-time basis with monitors placed in strategic (densely populated) areas. The District plans to enhance its monitoring program by utilizing specific fund balance accounts to purchase back-up monitors and spare parts, additional training to troubleshoot breakdown of equipment, and repair its equipment in its air monitoring laboratory. Additionally, the District is positioning itself to expand its monitoring network in Sierra, Plumas and Nevada County as continuing growth and need expressed by residents occurs. District staff will present these expenditures for enhanced monitoring to the District Board for approval through the budget process.

### **Action Plan/Steps for Implementation:**

1. Present budget expenditures for monitoring to Board May/June 2018
2. Update Monitoring Network to improve usefulness to public during wildfire smoke impacts. By upgrading existing real-time monitors (BAMs), installing additional BAMs, installing videocams to monitor smoke incursions.
3. Research monitoring sites and rentals of space for particulate matter and ozone monitors in Sierra, Plumas and Nevada Counties.
4. Continue to increase public awareness of monitored air quality values and trends through website improvements.
5. Continue to advertise and provide public health advisories during poor air quality episodes, including the health effects of air pollutants of concern, how the public can minimize their exposure, and how the public can voluntarily help curtail an episode.

## Northern Sierra Air Quality Management District Plan of Action for Achieving Objectives

**Goal #4:** Develop and implement air quality strategies to assure continued and enhanced services to county residents.

**Objective 4B:** Continue to support efforts to utilize biomass as a fuel to reduce smoke impacts from prescribed/residential open burning

### **Background:**

Historically, the District and the public have benefited from working with local biomass plants (SPI-Quincy, SPI-Loyalton and Collins Pine) to utilize greater amounts of both residential yard waste and forest waste as fuel. The District and the biomass plants have accomplished this by promoting alternatives and pre-treatments to fire used for land management and land development clearing. This dramatically decreased smoke impacts in Plumas and Sierra counties and provided a much-needed fuel source to the energy-generating facilities.

With the closure of the biomass plant in Loyalton, and Collins Pine no longer accepting residential yard waste, much of this yard and forest waste was no longer in demand and because there was no other alternative available, this material was burned.

With the pending re-opening of the biomass facility in Loyalton, the District is committed to supporting the transportation of residential and other green waste to the facility for clean processing.

### **Action/Plan Steps for Implementation:**

1. Once the Loyalton biomass facility purchase is finalized, the District will assist in a timely review and issuance of any necessary air quality permits for the facility.
2. Pursue funds and mechanism for supplementing transportation of materials to Loyalton Biomass Facility.
3. The District will continue to support the biomass industry's attempts at legislation and/or state-wide policy to secure incentives to utilize biomass that would otherwise be disposed of through open burning.
4. District will continue to support new industries that utilize biomass (e.g. ethanol, mechanized burners, commercial composting, etc.) in lieu of open burning.

## Northern Sierra Air Quality Management District Plan of Action for Achieving Objectives

**Goal #4:** Develop and implement air quality strategies to assure continued and enhanced services to county residents.

**Objective 4C:** Work with various agencies; Forest Service, CAPCOA, California Air Resources Board, etc. to improve burning practices to reduce smoke emissions from prescribed burning.

**Background:** Due to a variety of different factors, emissions of smoke will be significantly increasing from both wildfire and the increased removal of forest fuels.

### **Action/Plan Steps for Implementation:**

1. Continue to meet with various working groups attempting to come up with ideas on how to remove large amounts of dead trees.
2. Present various options to the Board for approval or guidance as necessary.



## **Northern Sierra Air Quality Management District Plan of Action for Achieving Objectives**

**Goal #4:** Develop and implement air quality strategies to assure continued and enhanced services to county residents.

### **Objective 4D:**

Continue to advertise and provide public health advisories during poor air quality episodes, including the health effects of air pollutants of concern, how the public can minimize their exposure, and how the public can voluntarily help curtail an episode.

### **Background:**

Since 1999, the District has notified the public when they are at risk due to unhealthy air quality. Additionally, the District provides education on what types of health risks they are exposed to, how to minimize their exposure, and how to modify their behavior to reduce the local contribution to the air quality problem.

Monitored Particulate Matter levels that are attributable to uncontrolled natural events such as wildfires may be excluded from decisions regarding an area's nonattainment status — if it can be shown that there is a clear causal relationship between measured exceedances and the wildfire. The supporting documentation required to make that case is significant. In order to qualify as a natural event, the U.S. EPA requires the Air District include the following elements: 1) public notification and education, 2) efforts to minimize public exposure to high concentrations of Particulate Matter due to future natural events, and 3) efforts to abate or minimize emissions from contributing sources of Particulate Matter.

### **Action/Plan Steps for Implementation:**

1. Continue to refine the District's Public Health Advisory procedures.
2. Expand system to include greater numbers of notifications when a health advisory is being issued. Aggressively pursue educating the public and health officials about being included in the notification list.
3. Present a yearly update to the BOD on health advisories issued.

## **2018 OVERALL WORK PLAN**

### **WORK ELEMENT 1 - ADMINISTRATION**

#### **Project 1.1 - General Services**

**Purpose:** Provide administrative support for the operation of the Northern Sierra Air Quality Management District, the Board of Directors, and the Hearing Board.

#### **Normal, Ongoing Work:**

- Prepare Board meeting agendas, minutes, hearing notices, resolutions, and correspondence.
- Develop and oversee Overall Work Plan and annual budgets.
- Develop and implement financial controls and program cost tracking systems.
- Annual review of program effectiveness.
- Plan and coordinate staff activities.
- Contract with CPA for annual audit and assist with audit.
- Prepare annual report and subvention request for ARB.
- Track legislation pertinent to managing air quality.
- Procure and maintain equipment.
- Divest surplus property.
- Track and control District assets and movable property.
- Develop and approve (Board) codified Policies and Procedures.
- Supervise and evaluate personnel.
- Conduct salary surveys as needed.
- Coordinate personnel benefits and control costs.
- Provide continuing education and training as needed.
- Coordinate databases and spreadsheets used in multi-functional areas.
- Improve personnel safety in all activities.
- Draft contracts/agreements with other agencies as needed.
- Request annual county contributions and review appropriateness of contributions.
- Conduct fee studies to assure costs are recovered.
- Maintain computer network and software upgrades, including virus protection.
- Work with Counsel on any litigation efforts.

#### **Products:**

- Annual Overall Work Plan and Strategic Plan
- Annual Budget
- Documentation of Board meetings
- Quarterly Budget Reports

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District Rules and Regulations  
Benefits Package  
Codified Policies and Procedures  
Assets and Movable Property Inventory  
Annual ARB Report and Subvention Application  
Payroll Codes, Chart of Accounts, Tracking Tools  
Payroll  
Time sheets  
Annual Refund Disbursement Report  
Annual Renewal Questionnaire for Special District Risk Management Authority

## WORK ELEMENT 1 - ADMINISTRATION

### Project 1.2 - Mountain Counties Air Basin

#### Purpose:

Provide support for the Basin Control Council, in partnership with basin air districts.  
Encourage uniform planning, rule development, and permitting activities.

Share information

Share resources, where appropriate.

#### Normal, Ongoing Work:

Assist in preparation of annual plan of activities.

Assist in preparation of annual budget and district appropriations.

Assist in preparation of agendas, minutes, notices, and correspondence.

Participate in monthly meetings of the Mountain Counties Air Basin Technical Advisory Committee and subcommittees.

Participate in semi-annual meetings of the Mountain Counties Air Basin Control Council.

Analyze rules and regulations, and recommend changes to achieve better consistency.

Develop consistent land use development review/CEQA policies.

Prepare comment letters on federal and state legislation, regulations, and policies

Procure basin equipment.

Assist with maintenance of basin assets inventory.

#### Products:

Annual Budget and Overall Work Plan

Documentation of Basin Control Council meetings

Budget reports

Documentation of Technical Advisory Committee meetings

Basin assets inventory

Public education pamphlets

## WORK ELEMENT 2 - STATIONARY SOURCE PROGRAM, NON-MAJOR SOURCES

### Project 2.1 - Permitting Activities

#### Purpose:

Provide and maintain a permitting system that meets the requirements of the HSC §42300 et seq, and ARB Criteria.

Ensure that any emissions equipment or process does not interfere with the attainment or maintenance of any air quality standard, as well as any state or federal regulation.

Evaluate and process permit renewals to ensure that permit conditions accurately represent all current regulations. Meet any new requirements and address requested changes by the facility owner/operator.

#### Normal, Ongoing Work:

Evaluate emissions, air toxic exposure, and controls for new sources of air pollution.

Issue Authorities to Construct and renew Permits to Operate.

Issue and enforce portable equipment permits.

Respond to stationary source-related inquiries.

Develop and maintain an emissions inventory for criteria pollutants.

Review and comment on proposed state and federal regulations.

Develop rules and regulations.

Conduct and promote workshops to help individuals and businesses understand new district rules, and state and federal air pollution regulations.

Review new state and federal regulations to determine applicability to local facilities.

Participate in CAPCOA Committee meetings related to implementing state and federal rules and regulations affecting stationary sources.

Attend CARB training sessions on permitting of stationary sources.

Prepare monthly, quarterly, and annual reports to CARB.

Collect fees.

#### Products:

Engineering Evaluations for all new sources.

Authorities to Construct.

Permits to Operate.

Annual emissions inventory update to CARB.

Monthly, quarterly, and annual reports to CARB.

Staff reports on new and amended rules.

Correspondence

## **WORK ELEMENT 2 - STATIONARY SOURCE PROGRAM, NON-MAJOR SOURCES**

### **Project 2.2 - Compliance/Enforcement**

**Purpose:** Provide a system to assure compliance with the District's rules and regulations, permit conditions, and applicable state and federal regulations.

### **Normal, Ongoing Work:**

- Maintain Visual Emissions Evaluation (VEE) inspection certifications for inspectors.
- Conduct inspections of permitted sources to confirm the equipment/process is operating within their permitted conditions.
- Conduct inspections of sources of pollutants that might cause reasonably foreseeable risk to K-12 schools from air toxics under AB 3205.
- Enforce rules and regulations that reduce air pollution and protect public health.
- Draft and issue Notices to Comply and Notices of Violation.
- Prepare staff reports for variance/Hearing Board activity.
- Prepare variance orders issued by the Hearing Board.
- Monitor progress toward meeting variance order requirements.
- Prepare monthly variance report to CARB.
- Review source testing protocols, witness source tests, and review source test reports.
- Respond to and investigate complaints related to stationary sources.
- Attend CARB training sessions on compliance inspections of stationary sources.
- Compile monthly, quarterly, and annual reports to CARB.
- Apply the mutual settlement policy for administrative settlements of violation citations.
- Draft and issue settlement letters.
- Participate with the District Attorney's office on stipulated judgements when mutual settlements are not possible.
- Provide compliance assistance.
- Collect penalties.

### **Products:**

- Inspection records showing compliance with permit conditions.
- Notices to Comply and Notices of Violation.
- Mutual settlements and settlement letters.
- Variance Orders.
- Monthly Variance Report to CARB
- Monthly Significant Violators/High Priority Violators Report to CARB.
- Quarterly Excess Emissions Report to CARB
- Complaint Reports
- Mutual Settlement Policies and Procedures
- Stipulated Judgements

WORK ELEMENT 3 - ENFORCEMENT/COMPLIANCE PROGRAM (non-Stationary Source, non-Smoke Management)

Project 3.1 - Miscellaneous Enforcement

Purpose: Provide a system of enforcing District rules, and state and federal regulations that do not fall under the Stationary Source Program and Smoke Management Program (e.g. odors, illegal asbestos activities, woodstoves, accidental/emergency releases, and dust emissions from mobile sources, etc.)

Normal, Ongoing Work:

Respond to and investigate miscellaneous complaints.  
Prepare staff reports for variance/Hearing Board activity.  
Monitor progress toward meeting variance order requirements.  
Attend training sessions on compliance inspections of miscellaneous emissions sources.  
Coordinate emergency response activities with County OES, County Dept. of Environmental Health.  
Develop mutual settlements on violations where possible.  
Participate with the District Attorney's office on stipulated judgements when mutual settlements are not possible.  
Draft and issue settlement letters.  
Coordinate multi-jurisdictional and cross-jurisdictional enforcement activities.  
Provide compliance assistance.  
Collect penalties.

Products:

Complaint Reports  
Variances  
Notices to Comply and Notices of Violation  
Mutual Settlement Policies and Procedures  
Settlement letters  
Stipulated Judgements  
Annual AB 3205 Notifications to School Districts with Charter Schools

## WORK ELEMENT 4 - VAPOR RECOVERY PROGRAM

### Project 4.1 - Vapor Recovery Permits and Inspections

**Purpose:** Provide a system for permitting and inspection of vapor recovery systems at gasoline marketing operations in Compliance with related rules in District Regulation 2 and Title 17, Subchapter 8, Article 1, Section 94000 et seq.

#### Normal, Ongoing Work:

- Evaluate emissions and controls for new gasoline service stations and bulk plants.
- Issue Authorities to Construct and renew Permits to Operate.
- Attend CARB training sessions on permitting and inspection of gasoline service stations and bulk plants.
- Follow ARB/CAPCOA Vapor Recovery Committee activity/information
- Inspect gasoline dispensing facilities in Nevada, Plumas and Sierra Counties
- Respond to and investigate complaints.
- Draft Notices to Comply.
- Draft Notices of Violation.
- Develop mutual settlements on violations where possible.
- Participate with the District Attorney's office on stipulated judgements when mutual settlements are not possible.
- Draft and issue settlement letters.
- Annual billing and fee collection.
- Develop and maintain database.
- Provide compliance assistance.
- Collect penalties.
- Implement requirements of Enhanced Vapor Recovery

#### Products:

- Authorities to Construct and Permits to Operate.
- Inspection Reports.
- Complaint Reports.
- Notices to Comply and Notices of Violation
- Settlement letters



## WORK ELEMENT 5 - SMOKE MANAGEMENT PROGRAM

### **Project 5.1 - Burn Permits**

Purpose: Provide a system to regulate and lessen smoke impacts from open burning and prescribed burning conducted in accordance with the District's rules and regulations and CCR Title 17, 80100, et seq.

#### Normal, Ongoing Work:

- Review smoke management plans to assure compliance with all rules and regulations.
- Issue burn permits and daily burn authorizations.
- Inspect burn projects to assure that burn plan and permit conditions are being met.
- Compile annual report on all permitted burn activity per Title 17, §80130 et seq.
- Prepare staff reports for rule development.
- Amend and adopt open burning rules, as needed.
- Conduct workshops and public hearings on new and amended open burning rules.
- Attend meetings of councils and committees established to balance the need for healthy air with the need to reduce fire risk and provide a healthy ecosystem (e.g. Interagency Air and Smoke Council, Fire Safe Council of Nevada County, Mountain Counties Air Basin Smoke Management Alliance, Northeast Air Alliance).
- Review and comment on state and federal regulations, policies, and guidance as they are developed to assure the rural and urban-rural perspective is represented.
- Notify adjacent air districts/states of prescribed burn projects to prevent combined impacts and coordinate where necessary.
- Review, comment, inspect, and canvass fire agency training burns.
- Review applications for variance from burn-day and issue *No-Burn Authorizations*.
- Maintain data base to track burn permits and complaints.
- Document and track actual burn acres for state and federal land managers for annual billing.
- Educate building and planning departments and contractors associations on burn rules and regulations.
- Review/Respond to CEQA/NEPA environmental documents with regards to prescribed burning.
- Collect fees.

#### Products:

- Burn permits
- Burn plan comments
- Annual Agricultural Burning Summary to CARB
- Policies and Procedures for reviewing burn plans and issuing permits
- Comments on regulations, policies, guidance
- Smoke Management Program
- Smoke Management Plan forms
- Staff Reports, Rules and Regulations
- No Burn Authorizations
- EIR/EIS responses
- Annual Report to CARB

## WORK ELEMENT 5 - SMOKE MANAGEMENT PROGRAM

### Project 5.2 - Open Burning Enforcement/Compliance

Purpose: Provide a system to assure compliance with the District's rules and regulations, and permit conditions related to open burning.

#### Normal, Ongoing Work:

Draft and issue Notices to Comply and Notices of Violation.

Draft and issue settlement letters.

Maintain burn day messages on burn recorders 365 days per year.

Maintain and repair burn day messages as needed.

Use aerial surveillance to locate the source of smoke intrusions if needed.

Review air quality monitoring data and correlate with prescribed burns and wildfires.

Develop and maintain complaint database.

Collect penalties.

Track and log-in all complaints in database.

#### Products:

Notices to Comply and Notices of Violation

Settlement Letters

Support new local ordinances for open burning.

Annual report to the Board on complaints

## WORK ELEMENT 5 - SMOKE MANAGEMENT PROGRAM

### Project 5.3 - Public Education

#### Purpose:

- Reduce the smoke impacts from open burning and woodstoves.
- Improve public awareness of the health impacts related to fine particles (smoke).
- Improve the public's awareness of alternatives to open burning.
- Notify the public when poor air quality exists.

#### Normal, Ongoing Work:

- Develop media for public awareness.
- Educate Chambers of Commerce, and community groups.
- Conduct workshops and utilize other public education techniques to train the public on composting, mulching, firewise landscaping, reducing the burden on landfills, and soil erosion prevention.
- Provide public education on the health effects of fine particulate (PM2.5).
- Request voluntary curtailment steps from the public when air quality is poor.
- Provide education to the public and public officials on regulatory impacts of federal nonattainment of particulate matter ambient air quality standards.
- Proactively work with Fire Safe Council, local governments, waste management, neighborhood associations to find alternatives to open burning of vegetative material and reduce residential open burning emissions.
- Promote green waste pickup.
- Work with fire agencies.

#### Products:

- Pamphlets on woodstoves, residential open burning, composting
- Reduced open burning smoke impacts
- Changes in open burning habits/behaviors/practices
- Changes in woodstove burning habits/behaviors/practices

## WORK ELEMENT 5 - SMOKE MANAGEMENT PROGRAM

### Project 5.4 - PM 2.5 Attainment Plan

#### Purpose:

Protect the public health by preventing exceedances of the PM2.5 National Ambient Air Quality Standards.

Provide a regulatory framework to maintain attainment, if necessary.

#### Normal, Ongoing Work:

Educate elected officials on the health effects of fine particulate and the ramifications of federal nonattainment.

Conduct workshops on control strategies, local ordinances, air quality management plans.

Develop local ordinances where needed.

Conduct or participate in public hearings for adoption of air quality management plans, local ordinances, and rules and regulations.

Promote woodstove change-out incentive programs.

Provide support for the Grass Valley, Portola, Quincy, and Truckee woodstove ordinances.

#### Products:

Clean Air Plan or Air Quality Management Plan for Nonattainment areas.

Local ordinances

Rules and regulations

Great Stove Change-Out promotions

## WORK ELEMENT 6 - PLANNING PROGRAM

### Project 6.1 - Land Use Plan Review

#### Purpose:

Assure that additional air pollution emissions associated with land use projects do not interfere with the attainment or maintenance of any air quality standard.  
Prevent public health impacts due to short-term and long-term air quality degradation  
Prevent onerous and burdensome state and federal requirements that damage, or eliminate healthy economic growth.

#### Normal, Ongoing Work:

Review land use plans for public and private development projects and provide *Commenting Agency* comments.  
Review emissions increases associated with projects and determine if the emissions increases associated with the project exceed the District's levels of significance for each pollutant.  
Provide justification and rationale for the necessary mitigations to reduce emissions to below the levels of significance.  
Pursue on-site and off-site mitigations where necessary to prevent significant impacts.  
Coordinate with planning agencies to streamline and simplify the review process and assure consistency.  
Review developments and changes related to state and federal ambient air quality standards as they apply to the planning function.  
Implement ARB's Air Toxic Control Measure (ATCM) for asbestos in serpentine rock, as it pertains to construction. Develop land use comments to address dust control when serpentine rock is found at construction sites.  
Evaluate cumulative exposure. Work with other air district's to develop guidelines on cumulative exposure.

#### Products:

Commenting Agency comments (including Regional Transportation Plan).  
Emissions calculations on proposed projects and recommended mitigations.

## WORK ELEMENT 6 - PLANNING PROGRAM

### Project 6.2 - General Plan Review

Purpose: Assure City and County General Plans adequately address air quality, including goals, policies, and programs that when adopted will control the growth of vehicle trips and miles traveled and prevent deterioration of air quality.

#### Normal, Ongoing Work:

Assist cities and counties with general plan air quality elements, providing appropriate recommendations and technical support.

Provide local planning agencies with a comprehensive set of goals, and policies that will improve or maintain (as needed) air quality if adopted in a general plan.

Provide justification and rationale for the goals and policies that will help decision makers, developers, and the public understand that they are appropriate and necessary to prevent public health impacts and onerous, burdensome state and federal requirements that damage, or eliminate healthy growth.

#### Products:

Commenting Agency comments.

## WORK ELEMENT 6 - PLANNING PROGRAM

### Project 6.5 - Attainment Plan (SIP) for Ozone National Ambient Air Quality Standard (Western Nevada County Only)

Purpose: Re-attain the NAAQS for 8-hour ozone.

#### Normal, Ongoing Work:

Review and comment on enhanced emissions inventories for the Statewide and local State Implementation Plan (SIP)

Stationary Source

Area Source

Review mobile source inputs

Maintain pressure on upwind areas for additional controls designed to bring attainment to downwind areas.

Attend workshops and meetings to learn about development of Transportation Conformity consultation procedures with NCTC and CalTrans District 3 to:

Circulate documents.

Define agency roles and responsibilities.

Establish framework for planning and technical meetings.

Develop list of transportation control measures.

Choose models and assumptions for regional transportation modeling.

Choose triggers for conformity review.

Define regionally significant projects.

Assist NCTC with transportation conformity determinations

Land use planning

Review and comment on all updates to general plans for incorporated areas in western Nevada County to make air quality elements more effective .

#### Products:

Emissions inventory

Urban air shed model for ozone for Central California, that includes western Nevada County.

Ozone Attainment Plan (SIP).

Transportation Conformity Consultation Agreement

## WORK ELEMENT 7 - FEDERAL OPERATING PERMIT PROGRAM

### Project 7.1 - Title V

#### **(Plumas and Sierra Counties Only)**

##### Purpose:

Implement the requirements of Title V of the *Clean Air Act of 1990* (CAA) and related District Rule 522 for permits to operate required for major sources of regulated air pollutants and other applicable sources.

##### Normal, Ongoing Work:

Maintain Visual Emissions Evaluation (VEE) inspection certifications for inspectors.  
Review applications for completeness as they become due.  
Issue required permits.  
Conduct inspections of permitted sources to confirm the equipment/process is operating within their permitted conditions.  
Draft Notices to Comply and Notices of Violation.  
Draft and issue settlement letters.  
Prepare staff reports for Hearing Board variances/compliance plans.  
Track progress of meeting the requirements contained in a compliance plan.  
Participate in CAPCOA Committee meetings and CARB workshops related to the Title V Program.  
Review Title V implementation guidance received from ARB and EPA and notify major sources of White Papers and assist in their understanding.  
Conduct workshops to help Title V sources understand and comply with federal requirements.  
Review source testing protocols, witness source tests, and review source test reports.  
Respond to and investigate complaints related to Title V sources.  
Compile monthly, quarterly, and annual reports to CARB/EPA.  
Collect fees and penalties

##### Products:

Title V Permits  
Inspection Reports  
Notices to Comply  
Notices of Violation  
Settlement Letters  
Complaint Reports  
Hearing Board Compliance Plans  
Monthly Significant Violator Report to CARB  
Quarterly Excess Emissions Reports to CARB

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## WORK ELEMENT 8 - AIR TOXICS PROGRAM

### Project 8.1 - Air Toxic "Hot Spots" Act Implementation and Fee Regulation

#### Purpose:

Determine emissions of air toxics and hazardous air pollutants from applicable sources and whether such emissions present a significant health risk to neighboring public and sensitive receptors.

Develop an air toxics emission inventory.

Reduce the health risk to below the level of significance for high risk facilities.

#### Normal, Ongoing Work:

Implement Air Toxics Control Measures promulgated by the State.

Implement NESHAPS promulgated by EPA (Federal law requires states to implement, State law requires districts to implement).

Provide information and assistance to affected facilities on the requirements.

Review and approve facility emission inventory plans submitted by the facilities that comply with the requirements. Provide further assistance where necessary.

Review and approve the one-time surveys submitted by facilities that comply with the requirements. Provide further assistance where necessary.

Notify new facilities of deadlines for compliance.

Calculate air toxics emissions for "Industry-wide" facilities.

Develop and maintain air toxics emissions inventory and report to ARB.

Respond to ARB surveys for facility counts, emissions, fees, documentation, etc.

Place sources on quadrennial update status and fee applicability when prioritization score is between 1 and 10.

Collect District and ARB fees.

#### Products:

Facility Prioritization Guidelines

Approved Air Toxics Emissions Inventory Plans

Approved Air Toxics Emissions Inventory Reports

Prioritization scores for applicable facilities

Risk assessments for applicable facilities

District Air Toxics Emissions Inventory

Fee Regulation with related documentation

Annual Report to Public/Board

## WORK ELEMENT 8 - AIR TOXICS PROGRAM

### Project 8.2 - Air Toxics Control Measures

#### Purpose:

Reduce air toxics exposure and risk to the public and nearby businesses.  
Reduce the health risk to below the level of significance for high risk facilities.

#### Normal, Ongoing Work:

Attend workshops and meetings, and review and comment on draft regulations - state Air Toxics Control Measures (ATCMs) and related National Emissions Standards for Hazardous Air Pollutants (NESHAPS).

Provide public notices, staff reports, public hearings and rule adoptions to adopt state and federal regulations by reference.

Implement state ATCMs and related NESHAPS as required by state law.

Monitor the NESHAPS being developed and approved for applicable facilities in the District.

#### Products:

Rules that refer to the State and federal regulations.

Permits with special conditions designed to comply with state and federal regulations and protect the public health.

## WORK ELEMENT 9 - AB 2766 GRANTS PROGRAM

### Project 9.1 - External Project Selection, Monitoring, and Reporting

**Purpose:** Reduce air pollution from motor vehicles and conduct related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988.

#### Normal, Ongoing Work:

- Develop plan and projected budget for DMV registration funds on external projects.
- Develop and distribute a screening RFP for external grant projects and programs.
- Review screening proposals, select best ones for detailed proposal, provide comments that will improve the quality of these proposals.
- Conduct RFP workshops to train applicants on proposal requirements.
- Arrange meetings of Board's ad hoc grant committees to review, evaluate, and rank proposals.
- Prepare grant award recommendations for Board consideration.
- Negotiate alternative funding and scope of work with applicants where needed.
- Draft contractual agreements for each grant.
- Develop and distribute Grant Guidance.
- Review and approve monthly requests for reimbursement and request clarifications, as needed.
- Track funds dispersed for each grant.
- Review monthly progress reports and request clarifications, as needed.
- Notify grantees that mid-cycle monitoring reports are due.
- Review mid-cycle monitoring reports and request clarifications, as needed.
- Request each grantee notify the District of funds needed for disbursement after the end of the fiscal year.
- Encumber grant funds that have not be used by the end of the fiscal year, but which will be needed to complete Board-approved work during the next fiscal year, but during grant cycle.
- Notify grantees that work should be complete and final reports are due.
- Review Final Reports for each grant project and request clarifications, as needed.
- Prepare Annual CARB Report on all internal and external projects and programs, in addition to overall District program. Check the cost-effectiveness of each project.
- Audit selected grants, if needed.

#### Products:

- Plan for Use of AB 2766 DMV Surcharge Funds
- Screening RFP for grant projects
- Detailed RFP for grant projects
- Budget for External AB 2766 DMV Projects and Programs
- Project proposal ranking and recommendations
- Grant contract agreements
- Grant Guidance

## WORK ELEMENT 10 - AB 2766 INTERNAL PROGRAMS

### Project 10.1 - Public Education

#### Purpose:

Reduce air pollution from motor vehicles and conduct related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988.

Notify the public when air quality is poor, educate the public on public health impacts, and how they can voluntarily improve air quality (episode curtailment).

#### Normal, Ongoing Work:

Issue predictions of the Air Quality Index (AQI) and recommended steps the public can take to protect themselves and help prevent the air from getting worse.

Issue public health advisories to local newspapers, radio stations, schools, recreation districts, hospitals, senior centers, convalescent hospitals, etc. when air pollution episodes occur. Advise on public health impacts of the pollutant of concern, how to avoid exposure, and what the public can do to help curtail an episode.

Speak to local businesses and service organizations on air quality issues and what they can do personally to reduce emissions of nonattainment pollutants.

Participate in radio, newspaper, and cable television interviews on air quality impacts on public health, and what the public can do voluntarily to reduce emissions of air pollution.

Promote public reporting of smoking vehicles to CARB, who will send violators a letter asking them to repair or scrap their vehicles.

Attend meetings of committees, coalitions, and forums related to clean fuels, clean air, and ozone transport to learn about what other areas are doing and to lobby upwind areas to do more to clean up their air (thus reducing the air pollution being transported to downwind areas, which impacts air quality and pollutant attainment status).

Develop pamphlets, flyers and inserts that can be used to convey the message of what the public can do to change their behavior in a way that reduces emissions of nonattainment pollutants.

Work with dealers of electric vehicles and super low emissions vehicles to promote their products in western Nevada County.

#### Products:

Daily AQI notifications.

CARB Smoking Vehicle Reports.

Notifications to affected parties of upcoming rules and regulations.

Pamphlets, fliers, inserts, and videos related to SPARE THE AIR AND AQI.

Report to ARB.

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## WORK ELEMENT 10 - AB 2766 INTERNAL PROGRAMS

Project 10.2 - Carl Moyer Air Quality Standards Attainment Program; Incentives for Lower Emission Heavy Duty Diesel Engines. Includes TIMBER program.

Purpose: Reduce emissions from heavy duty diesel engines.

### Normal, Ongoing Work:

Apply annually to ARB for grant funding.

Implement District Carl Moyer Program.

Promote the program locally.

Conduct workshops.

Review applications, on first come first served basis. Calculate cost-effectiveness for each project. Select most cost-effective projects.

Draft and approve contractual agreements for each project.

Inspect pre- and post-installations of engines.

Review reimbursement requests and issue reimbursement checks.

Track funds for each project.

Monitor maintenance records, fuel consumption, miles traveled (or hours operated) within and outside of District.

Report to ARB.

Follow changing program requirements as they develop.

### Products:

District Carl Moyer Program

Grant agreements.

Reduced diesel engine emissions.

Reports to ARB.

## WORK ELEMENT 11 - AIR MONITORING PROGRAM

### Project 11.1 - Air Monitoring

#### Purpose:

Required to determine attainment status for state and federal ambient air quality standards. Attainment status establishes the regulatory basis for and the scope of control strategies for industrial, area, and motor vehicle air pollution sources.

#### Normal, Ongoing Work:

Install and maintain air monitoring equipment.  
Conduct calibration, maintenance, equipment upgrades, and quality assurance checks on the instruments and data acquisition equipment.  
Collect data and reduce to data reporting formats.  
Investigate new technologies to reduce maintenance costs.  
Identify exceedances of the California Ambient Air Quality Standard (CAAQS) and National Ambient Air Quality Standard (NAAQS), and analyze and document the District's opinion on whether they are due to transport or natural events beyond the control of man.  
Flag data and prepare reports to justify the exclusion of data related to transport, prescribed burns, and/or natural events.  
Analyze monitoring data to determine air quality trends.  
Make recommendations on what monitoring is needed.  
Attend CAPCOA/CARB meetings and training related to air monitoring.  
Report to EPA through AIRS.  
Prepare NSAQMD Annual Air Monitoring Report for Board, public, and interested parties review.  
Bill CAPCOA/ARB/EPA for funding of the PM2.5 monitoring network.  
Maintain the PM2.5 monitoring network in accordance with the agreement with CAPCOA/ARB/EPA.

#### Products:

Data used to make the AQI predictions.  
Daily, monthly, quarterly, and annual reports to CARB.  
NSAQMD Annual Air Monitoring Report.  
Annual Agreement with ARB to conduct air monitoring in Quincy.  
Agreement with CAPCOA/ARB/EPA

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

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

**Date:** February 26, 2018

**Agenda Item: IV.C**

**Agenda Description:** District Accomplishments - 2017

**Issues:** The District's accomplishments for 2017 are attached. These are accomplishments above and beyond regular ongoing activities. All regular ongoing activities are also included for informational purposes.

**Requested Action:** Discuss and provide direction

**Attachments:**

1. Northern Sierra Air Quality Management Air District Accomplishments 2017

NORTHERN SIERRA AIR QUALITY MANAGEMENT AIR DISTRICT  
ACCOMPLISHMENTS 2017

**MISSION STATEMENT**

*Preserving air quality and protecting the public health and public welfare in Nevada, Plumas, and Sierra Counties.*

Very productive year for the District. District staff completed the following accomplishments above and beyond the normal, routine, ongoing activities.

1. Staff continued to implement a \$2.48 million federal grant from the EPA for a wood stove change-out program in the Plumas County PM2.5 Nonattainment Area.

The EPA had a goal of changing out 200 non-certified stoves by the end of 2017. The District changed out 196 stoves.

During 2017, \$373,442 was disbursed for the program, or 117 stoves replaced.

Staff involved: Julie Ruiz and Gretchen Bennitt

2. Staff hired a part-time Spanish-speaking employee to assist in the woodstove changeout program in Portola. The employee assisted in translating all application forms and advertisements into Spanish. The employee also assisted applicants throughout the change out process. Following this addition to the staff, the number of Spanish-speaking applicants increased dramatically.

Staff involved: Julie Ruiz

3. Staff implemented a voluntary curtailment program for non EPA-certified wood stoves in Portola.

Staff Involved: Julie Ruiz

4. Staff continued to meet regularly with EPA and CARB to develop State Implementation Plan for the Portola Nonattainment Area. In January 2017, Staff held a public hearing and submitted the completed State Implementation Plan to the California Air Resources Board.

Staff involved: Gretchen Bennitt, Sam Longmire, Julie Ruiz.

5. Staff submitted quarterly reports on the woodstove changeout program to the EPA, as required by the grant.

Staff involved: Julie Ruiz and Gretchen Bennitt



6. Staff continued to work with the City of Portola to destroy old wood stoves. The District and the City have a signed memorandum of agreement which reimburses the City for destroying the stoves.

Staff involved: Julie Ruiz

7. The Executive Director actively worked to further the inclusion of a wood stove changeout program to be funded by Cap and Trade. Staff continued to work with the California Air Resources Board to develop guidance for the wood stove program, which was finally approved in Fall 2017. Staff also worked with other involved air districts to distribute the \$5 million awarded state-wide to the individual air districts. The final allocation to Northern Sierra Air District is slated to be \$250,000 for all three counties, with a possibility of up to \$200,000 more once the funds are depleted. Staff (Julie Ruiz and Sam Longmire) worked with neighboring air districts to develop a wood stove program to be implemented in the Spring/Summer of 2018.

Staff Involved: Gretchen Bennitt, Julie Ruiz and Sam Longmire

8. 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. Staff made modifications to the policy to include agricultural tractors to the program. This made the program very popular and competitive. Due to the increased competitiveness, the Board directed staff to modify the competitive process prior to receipt of next year's funding cycle. \$247,345 was disbursed during FY 2016/2017.

Staff involved: Joe Fish and Gretchen Bennitt.

9. District staff modified the Carl Moyer Program to include off-road vehicles. This dramatically increased the number of applicants for the program.

Staff involved: Joe Fish

10. 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.

\$121,765 was disbursed during FY 2016/2017. New proposals were accepted by the board for 2017/2018 projects, which total \$229,896.

Staff involved: Joe Fish and Gretchen Bennitt.

11. Staff has disbursed \$105,300 from a \$400,000 EPA settlement to woodstove replacements in the Plumas County PM2.5 Nonattainment Area.

Staff involved: Gretchen Bennitt

12. Staff successfully requested and received an additional \$28,430 from the U.S. EPA to use for monitoring equipment and web cams for the monitoring sites.

Staff involved: Joe Fish.

13. Julie Ruiz regularly participated in the Environmental Crimes Task Force meetings in Plumas county.

14. Gretchen Bennitt regularly participated in the Environmental Crimes Task Force meeting for Nevada/Placer counties.

15. Julie Ruiz regularly participated in the Plumas County Fire Safe Council meetings.

16. The Executive Director and the Board have continued to support local efforts to utilize biomass as a fuel to reduce smoke impacts from prescribed/residential open burning.

17. The Executive Director continued to be a Board Member on the Nevada County Fire Safe Council.

18. Sam Longmire participated in the Tree Mortality Task Force for Nevada County.

19. Sam Longmire tackled some challenging planning issues in Nevada County.

20. Staff coordinated with EPA and ARB on the development and adoption of New Source Review and Emission Statement rules. Staff involved: Sam Longmire

21. Worked with EPA and ARB on sorting out federal requirements for the Western Nevada County ozone NAA. Staff involved: Sam Longmire.

22. Staff worked with Collins Pine and the EPA to issue an "authority to construct" for Collins Pine to replace existing wet electrostatic precipitator (ESP) with a new dry ESP. The installation and use of the new dry ESP is expected to reduce the facility's water use and wastewater discharges while achieving comparable levels of control of air pollutants.

23. Sam Longmire developed and presented for adoption the Air District Rule 428, New Source Review Requirements and Air District Rule 513, Emissions Statements and Recordkeeping.
24. Joe Fish participated in CAPCOA Air Monitoring meetings.
25. Sam Longmire participated in CAPCOA Planning Managers Meetings
26. Julie Ruiz participated in CAPCOA Enforcement Managers Meetings
27. Gretchen Bennitt was elected as a member of the CAPCOA Board of Directors for 2018.
28. Staff issued 17 health advisories for smoke and/or ozone within the Air District.
29. Sam Longmire presented to the Board a discussion on Cannabis Air Quality Issues.
30. Joe Fish presented to the Board various options to modify the Carl Moyer distribution procedure.
31. Julie Ruiz attended a facility tour of the Loyalton Biomass Facility.

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

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

**Date:** February 26, 2018

**Agenda Item: VI.A**

**Agenda Description:** **Closed Session Item** - Performance Evaluation of the Air Pollution Control Officer, Gretchen Bennitt (Government Code Section 54957).

**Issues:** The Executive Director's Annual Performance Evaluation is due. All Board members have been provided with a checksheet that will assist in determining her performance for the past year. Closed session will be provided for frank discussions concerning performance.

**Attachments:**

1. Northern Sierra Air Pollution Control Officer Evaluation Checksheet

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**NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT  
BOARD EVALUATION OF  
AIR POLLUTION CONTROL OFFICER PERFORMANCE**

		<u>Unsatisfactory</u>	<u>Adequate</u>	<u>Good</u>	<u>Outstanding</u>
<b><u>RELATIONSHIP WITH BOARD OF DIRECTORS</u></b>					
1.	Keeps Board informed about issues, needs, and operations.	_____	_____	_____	_____
2.	Offers professional advice to Board on items requiring Board action, with appropriate recommendations based on thorough study and analysis.	_____	_____	_____	_____
3.	Interprets and executes the intent of Board policy.	_____	_____	_____	_____
4.	Supports Board policy and actions to the public and staff.	_____	_____	_____	_____
5.	Seeks and accepts constructive criticism of his work.	_____	_____	_____	_____
6.	Remains impartial, treating all Board members alike.	_____	_____	_____	_____
7.	Maintains an effective liaison between the Board and employees working toward a high degree of understanding and respect between staff and Board.	_____	_____	_____	_____
8.	Refrains from criticism of individual or group members of the Board.	_____	_____	_____	_____
9.	Feels free to maintain an independent opinion on matters under discussion by the Board until an official decision has been reached. Effectively implements subsequent Board action.	_____	_____	_____	_____
10.	Has a good working relationship with the Board.	_____	_____	_____	_____
<b><u>ADMINISTRATION OF THE DISTRICT</u></b>					
11.	Distinguishes between major and minor issues.	_____	_____	_____	_____
12.	Plans own time so that matters of greatest importance are dealt with thoroughly.	_____	_____	_____	_____
13.	Has strong organizational skills and is able to engage in short- and long-range planning.	_____	_____	_____	_____
14.	Encourages teamwork and creativity among employees.	_____	_____	_____	_____

**COMMUNITY AND INTERGOVERNMENTAL RELATIONSHIPS**

- |     |   |       |       |       |       |
|-----|---|-------|-------|-------|-------|
| 15. | Works effectively with other governmental and private agencies.                               | _____ | _____ | _____ | _____ |
| 16. | Has gained respect and support of the community on the functioning of the District operation. | _____ | _____ | _____ | _____ |
| 17. | Gives attention to issues and opinions of all groups and individuals.                         | _____ | _____ | _____ | _____ |
| 18. | Develops cooperative relationships with news media.   | _____ | _____ | _____ | _____ |

**STAFF AND PERSONNEL RELATIONSHIPS**

- |     |   |       |       |       |       |
|-----|---|-------|-------|-------|-------|
| 19. | Develops and executes sound personnel procedures and practices.   | _____ | _____ | _____ | _____ |
| 20. | Develops good staff morale and loyalty.   | _____ | _____ | _____ | _____ |
| 21. | Treats all personnel fairly, without favoritism or discrimination, while insisting on performance of duties.  | _____ | _____ | _____ | _____ |
| 22. | Delegates authority to staff members appropriate to the position each holds.  | _____ | _____ | _____ | _____ |
| 23. | Encourages participation of appropriate staff members and groups in planning, procedures, and policy implementation.  | _____ | _____ | _____ | _____ |
| 24. | Evaluates performance of staff members, giving commendation for good work as well as constructive suggestions for improvement.  | _____ | _____ | _____ | _____ |
| 25. | Takes an active role in development of salary schedules for all personnel, And recommends to the Board the levels which, within budgetary limitations, will best serve the interests of the District. | _____ | _____ | _____ | _____ |
| 26. | Within parameters set by the Board, provides overall guidance to the meet-and-confer process with employees.  | _____ | _____ | _____ | _____ |

**BUSINESS AND FINANCE**

- |     |  |       |       |       |       |
|-----|--|-------|-------|-------|-------|
| 27. | Supervises operations, insisting on competent and efficient performance.   | _____ | _____ | _____ | _____ |
| 28. | Recommends a realistic annual budget for District operations.              | _____ | _____ | _____ | _____ |
| 29. | Evaluates financial need and makes recommendations for adequate financing. | _____ | _____ | _____ | _____ |

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**PERSONAL QUALITIES**

- |     |  |       |       |       |       |
|-----|--|-------|-------|-------|-------|
| 30. | Defends principle and conviction in the face of pressure and partisan influence.                     | _____ | _____ | _____ | _____ |
| 31. | Maintains high standards of ethics, honesty, and integrity in all personal and professional matters. | _____ | _____ | _____ | _____ |
| 32. | Earns respect and standing among professional colleagues.  | _____ | _____ | _____ | _____ |
| 33. | Devotes time and energy effectively to job.  | _____ | _____ | _____ | _____ |
| 34. | Demonstrates ability to work well with individuals and groups.                                       | _____ | _____ | _____ | _____ |
| 35. | Maintains professional manner in the full range of professional activities.                          | _____ | _____ | _____ | _____ |
| 36. | Writes clearly and concisely.  | _____ | _____ | _____ | _____ |
| 37. | Speaks well in front of large and small groups, expressing ideas in a logical and forthright manner. | _____ | _____ | _____ | _____ |

**BOARD OBSERVATIONS**

Things the APCO does now that I would like him/her to continue:

Things the APCO does now that I would like him/her to discontinue:

Things the APCO does now that I would like him/her to do:

Any other observation you would like to share regarding the APCO's performance:

Board Member: \_\_\_\_\_

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