



Location:

Governing Board Chambers
14306 Park Avenue
Victorville, CA 92392
www.MDAQMD.ca.gov

MONDAY, AUGUST 26, 2024

10:00 a.m.

TELECONFERENCE LOCATION(S)

San Bernardino County Government Center
385 N. Arrowhead Ave., Fifth Floor
San Bernardino, CA 92415

Riverside County Board of Supervisors
78015 Main Street, Suite 205
La Quinta, CA 92253

Blythe City Hall, Conference Room A
235 N. Broadway
Blythe, CA 92225

Needles City Hall
817 Third Street
Needles, CA 92363

IF YOU ATTEND THE MEETING IN PERSON PLEASE NOTE THAT CERTAIN ELECTRONIC DEVICES HAVE, IN THE PAST, CAUSED ISSUES WITH THE TELECONFERENCE AND/OR AUDIO CONTENT OF THE MEETING. IF SUCH ISSUES OCCUR YOU MAY BE ASKED TO ADJUST YOUR DEVICE SO THAT THE MEETING MAY CONTINUE IN AN ORDERLY MANNER.

TO ENSURE RECEIPT OF PUBLIC COMMENTS YOU MAY E-MAIL YOUR COMMENTS TO PUBLICCOMMENT@MDAQMD.CA.GOV IN ADDITION TO PARTICIPATION AT THE MEETING. TO ENSURE PROPER DISTRIBUTION AND AVAILABILITY PLEASE SEND YOUR COMMENTS AT LEAST 48 HOURS BEFORE THE MEETING.

IF YOU CHALLENGE ANY DECISION REGARDING ANY OF THE LISTED PROPOSALS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED DURING THE PUBLIC TESTIMONY PERIOD REGARDING THAT PROPOSAL OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE GOVERNING BOARD TELEPHONICALLY OR OTHERWISE ELECTRONICALLY AT, OR PRIOR TO, THE PUBLIC HEARING.

DUE TO TIME CONSTRAINTS AND THE NUMBER OF PERSONS WISHING TO GIVE ORAL TESTIMONY, PUBLIC COMMENTS ARE LIMITED TO THREE MINUTES PER SPEAKER. YOU MAY WISH TO MAKE YOUR COMMENTS IN

WRITING TO ASSURE THAT YOU ARE ABLE TO EXPRESS YOURSELF ADEQUATELY.

PLEASE NOTE THAT THE BOARD MAY ADDRESS ITEMS IN THE AGENDA IN A DIFFERENT ORDER THAN THE ORDER IN WHICH THE ITEM HAS BEEN POSTED.

CALL TO ORDER 10:00 A.M.

Pledge of Allegiance.

Roll Call.

Items with potential Conflict of Interests — If you believe you have a conflict of interest, please recuse yourself at the appropriate time. If you have a question regarding a potential conflict of interest, please contact District Counsel.

PUBLIC COMMENT – The public may comment on any item not listed on the agenda. For comments relating to a specific item, please use the public comment card and specify the number of the item on which you wish to speak and submit it to the Clerk.

In compliance with the Brown Act, the Governing Board may not discuss or take action on non-agenda items or engage in question and answer sessions with the public. The Governing Board may ask brief questions for clarification, provide a reference to staff or other reference for factual information and or direct staff to add an item to a subsequent meeting.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code 54956.9(a)). Case: Mojave Desert AQMD v. U.S. Environmental Protection Agency et. al; U.S. Court of Appeals 9th Cir, Case No. 23-1411.

OPEN SESSION

Disclosure of any Reportable action taken in Closed Session; and the Vote and Abstention of every Member Present in the Closed Session

CONSENT CALENDAR

The following consent items are expected to be routine and non-controversial and will be acted upon by the Board at one time without discussion unless a Board Member requests an item be held for discussion under DEFERRED ITEMS.

2. [Approve Minutes from Regular Governing Board Meeting of June 24, 2024.](#)
3. [Receive and file the District Activity Report. Presenter: Alan De Salvio, Deputy APCO.](#)
4. [Receive and file Financial Reports through June 30, 2024. Presenter: Laquita Cole, Finance Manager](#)
5. [Receive and file Policies and Procedures Manual for the District's Carl Moyer Program \(Moyer Program\). Acknowledge the addition of Appendix D to the manual. Presenter: Jorge Camacho, Support Services Supervisor I.](#)

6. 1) Authorize staff to locate and purchase land, for use as additional District parking, storage, and future expansion in an amount not to exceed \$500,000 including all associated costs; 2) authorize staff to locate land in proximity to the District facility, negotiate price, time frames, and technical details of the purchase with the seller, or seller's representative; 3) authorize the Executive Director to execute the required documents, approved as to legal form, and; 4) to retain a real estate agent, as necessary, to facilitate the purchase. Presenter: Brad Poiriez, Executive Director - APCO.
7. Set Date of September 23, 2024 to conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically the Rescission of South Coast Air Quality Management District (SCAQMD) Rule 481 – Spray Coating Operations as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District (MDAQMD) and to acknowledge that it has been replaced by various SIP approved and SIP pending rules that are effective throughout the MDAQMD's jurisdiction. Presenter: Chris Anderson, Planning and Air Monitoring Supervisor I.
8. Set Date of September 23, 2024 to conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically, the rescission of South Coast Air Quality Management District (SCAQMD) Rule 1117 — Emissions of Oxides of Nitrogen from Glass Melting Furnaces, as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District (MDAQMD) in Riverside County) and to acknowledge that it has been replaced by the currently SIP approved MDAQMD Rule 1165 – Glass Melting Furnaces. Presenter: Chris Anderson, Planning and Air Monitoring Supervisor I.

ITEMS FOR DISCUSSION

9. DEFERRED ITEMS.
10. Conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically, the rescission of South Coast Air Quality Management District Rule 1148 — Thermally Enhanced Oil Recovery Wells, as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District, a. Open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Make a determination that the California Environmental Quality Act (CEQA) Categorical Exemption applies; f. Waive reading of Resolution; g. Adopt Resolution making appropriate findings, certifying the Notice of Exemption, adopting the Rule and directing staff actions. Presenter: Chris Anderson, Planning and Air Monitoring Supervisor I.
11. Conduct a public hearing to to to consider a State Implementation Plan (SIP) Cleanup: Specifically the Rescission of South Coast Air Quality Management District Rule 1158 – Storage, Handling and Transport of Petroleum Coke as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District: a. Open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Make a determination that the CEQA Categorical Exemption applies; f. Waive reading of Resolution; g. Adopt

Resolution making appropriate findings, certifying the Notice of Exemption, adopting the SIP Cleanup: Rescission of South Coast Air Quality Management District Rule 1158 – Storage, Handling and Transport of Petroleum Coke as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District. Presenter: Alan De Salvio, Deputy APCO.

12. Reports: Executive Director.
13. Board Members Comments and Suggestions for future agenda items.

In compliance with the Americans with Disabilities act, if special assistance is needed to participate in the Board Meeting, please contact Deanna Hernandez during regular business hours at 760.245.1661 x6244. Notification received 48 hours prior to the meeting will enable the District to make reasonable accommodations.

I hereby certify, under penalty of perjury, that this agenda has been posted 72 hours prior to the stated meeting in a place accessible to the public. Copies of this agenda and any or all additional materials relating thereto are available at www.mdaqmd.ca.gov or by contacting Deanna Hernandez at 760.245.1661 x6244 or by email at dhernandez@mdaqmd.ca.gov.

Mailed & Posted on: Tuesday, August 20, 2024.

Deanna Hernandez

Deanna Hernandez

The following page(s) contain the backup material for Agenda Item: Approve Minutes from Regular Governing Board Meeting of June 24, 2024.
Please scroll down to view the backup material.

Mojave Desert Air Quality Management District
Brad Poiriez, Executive Director
14306 Park Avenue, Victorville, CA 92392-2310
760.245.1661 • Fax 760.245.2699
www.MDAQMD.ca.gov • [@MDAQMD](https://twitter.com/MDAQMD)



REGULAR GOVERNING BOARD MEETING
MONDAY, JUNE 24, 2024 - 10:00 A.M.
MDAQMD OFFICES, BOARD CHAMBERS
VICTORVILLE, CA

DRAFT MINUTES

Board Members Present:

Merl Abel, Town of Yucca Valley
Elizabeth Becerra, City of Victorville
Paul Cook, San Bernardino County, 1st District Supervisor
Joseph “Joey” DeConinck, City of Blythe – *via teleconference*
Carmen Hernandez, City of Barstow
Kari Leon, Town of Apple Valley, **Chair**
Robert Lovingood, Public Member
Janet Jernigan (alternate), City of Needles – *via teleconference*
Daniel Mintz, Twentynine Palms
V. Manuel Perez, Riverside County, 4th District Supervisor – *via teleconference*
Gabriel Reyes, City of Adelanto
Dawn Rowe, San Bernardino County, 3rd District Supervisor – *via teleconference*

Board Members Absent:

Brigit Bennington, City of Hesperia, **Vice Chair**

CALL TO ORDER

Chair **KARI LEON** called the meeting to order at 10:00 am and asked Board Member **PAUL COOK** to lead the Pledge of Allegiance.

Chair **KARI LEON** called for Roll Call – Deanna Hernandez, Senior Executive Analyst, called roll.

Items with potential Conflict of Interests – If you believe you have a conflict of interest, please recuse yourself at the appropriate time. If you have a question regarding a potential conflict of interest, please contact District Counsel. Chair **KARI LEON** asked if any members wished to indicate a conflict of interest in regards to any agenda items. No Members did so.

PUBLIC COMMENT – The public may comment on any item not listed on the agenda. For comments relating to a specific item, please use the public comment card and specify the number of the item on which you wish to speak and submit it to the Clerk.

In compliance with the Brown Act, the Governing Board may not discuss or take action on non-agenda items or engage in question and answer sessions with the public. The Governing Board may ask brief questions for clarification, provide a reference to staff or other reference for factual information and or direct staff to add an item to a subsequent meeting.

Chair **KARI LEON** called for **PUBLIC COMMENT**. Being no public comment at this time, Chair **LEON** moved onto the **CLOSED SESSION**.

CLOSED SESSION

Upon motion by Board Member **ROBERT LOVINGOOD**, seconded by Board Member **CARMEN HERNANDEZ**, and carried by the following roll call vote, with twelve **AYES** votes by Board Members, **MERL ABEL, ELIZABETH BECERRA, PAUL COOK, JOSEPH “JOEY” DECONINCK, CARMEN HERNANDEZ, JANET JERNIGAN, KARI LEON, ROBERT LOVINGOOD, DANIEL MINTZ, Sr., V. MANUEL PEREZ, GABRIEL REYES, and DAWN ROWE** with Board Member **BRIGIT BENNINGTON, absent**, the board entered into **CLOSED SESSION** at 10:06 a.m.

Agenda Item 1 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Government Code Section 54957. Title: Executive Director/APCO.

OPEN SESSION - Disclosure of any Reportable Action(s) taken in Closed Session(s); and the Vote and Abstention of Every Member Present in the Closed Session:

The Governing Board reconvened to open session at 10:51 a.m., and Special Counsel Piero Dallarda stated that the Board met in Closed Session on the above agenda item and reported that the Board deemed the performance evaluation of Mr. Poiriez completed; accepted the report from the Personnel Committee regarding the performance evaluation of Mr. Poiriez; determined that Mr. Poiriez has received a performance evaluation well above satisfactory; and directed legal counsel to place the Board’s performance evaluation of Mr. Poiriez in Mr. Poiriez’s confidential employee file.

CONSENT CALENDAR – Chair **KARI LEON** polled the Board to determine if any member wished pull an item on the consent calendar for discussion. No member did so. The following consent items were acted upon by the Board at one time without discussion. Upon motion by Board Member **CARMEN HERNANDEZ**, seconded by Board Member **GABRIEL REYES**, and carried by the following roll call vote, with eleven **AYES** votes by Board Members, **MERL ABEL, PAUL COOK, JOSEPH “JOEY” DECONINCK, CARMEN HERNANDEZ, JANET JERNIGAN, KARI LEON, ROBERT LOVINGOOD, DANIEL MINTZ, Sr., V. MANUEL PEREZ, GABRIEL REYES, and DAWN ROWE** with Board Members

BRIGIT BENNINGTON and ELIZABETH BECERRA absent, on the Consent Calendar, as follows:

Agenda Item 2 – Approve Minutes from Regular Governing Board Meeting of June 10, 2024.
Approved Minutes from Regular Governing Board Meeting of June 10, 2024.

Agenda Item 3 – Receive and file the District Activity Report.

Presenter: Alan De Salvio, Deputy APCO.

Received and filed the District Activity Report. Presenter: Alan De Salvio, Deputy APCO

Agenda Item 4 – Receive and file Financial Reports through April 2024, which reflects the District’s financial and budgetary performance to date.

Presenter: Laquita Cole, Finance Manager.

Received and filed Financial Reports through April 2024, which reflects the District’s financial and budgetary performance to date.

Agenda Item 5 – Approve spending authority for the District consistent with the Fiscal Year 2023-24 Budget until the FY 2024-25 Budget is adopted.

Presenter: Laquita Cole, Finance Manager.

Approved spending authority for the District consistent with the Fiscal Year 2023-24 Budget until the FY 2024-25 Budget is adopted.

Agenda Item 6 – Receive and file Carl Moyer State Reserve Program Year 26 Agreement.

Presenter: Jorge Camacho, Support Services Supervisor I.

Received and filed Carl Moyer State Reserve Program Year 26 Agreement.

Agenda Item 7 - (1) Authorize the acceptance of the Emission Inventory District Grant (AB 197) from the California Air Resource Board (CARB) in an amount of \$18,583 to be used to review and update data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database, (2) authorize the Executive Director/APCO to ratify agreements approved as to legal form, (3) authorize Executive Director/APCO to assign excess or additional/subsequent funds under this program to eligible projects and direct staff to perform actions necessary to comply with program requirements for a period of up to three years, (4) authorize the Executive Director/APCO to revise budget accordingly.

Presenter: Jorge Camacho, Support Services Supervisor I.

(1) **Authorized** the acceptance of the Emission Inventory District Grant (AB 197) from the California Air Resource Board (CARB) in an amount of \$18,583 to be used to review and update data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database, (2) **authorized** the Executive Director/APCO to ratify agreements approved as to legal form, (3) **authorized** Executive Director/APCO to assign excess or additional/subsequent funds under this program to eligible projects and direct staff to perform actions necessary to comply with program requirements for a period of up to three years, (4) **authorized** the Executive Director/APCO to revise budget accordingly.

Agenda Item 8 - (1) The total award amount shall not exceed \$4,944,478 allocated as follows: \$1,918,482 from the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program), \$592,769 from Funding Agricultural Replacement Measures for Emission Reductions (FARMER), and \$2,433,227 from Community Air Protection Program (CAPP). These funds will be allocated to the projects listed in Exhibit A; (2) authorize the Executive Director/APCO the option to change the funding source if applicable or if other additional funding sources become available; (3) authorize the Executive Director/APCO and staff to negotiate target time frames and technical project details such as funding projects in Exhibit B if required and execute an agreement; and (4) authorize staff to revise estimated revenues and expenses in budget to actuals when grant funds or subsequent grants funds are received. Presenter: Jorge Camacho, Support Services Supervisor I.

(1) The total **awarded** amount shall not exceed \$4,944,478 allocated as follows: \$1,918,482 from the Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program), \$592,769 from Funding Agricultural Replacement Measures for Emission Reductions (FARMER), and \$2,433,227 from Community Air Protection Program (CAPP). These funds will be allocated to the projects listed in Exhibit A; (2) **authorized** the Executive Director/APCO the option to change the funding source if applicable or if other additional funding sources become available; (3) **authorized** the Executive Director/APCO and staff to negotiate target time frames and technical project details such as funding projects in Exhibit B if required and execute an agreement; and (4) **authorized** staff to revise estimated revenues and expenses in budget to actuals when grant funds or subsequent grants funds are received.

Agenda Item 9 - Set Date of August 26, 2024 to conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically the Rescission of South Coast Air Quality Management District Rule 1158 – *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District.

Presenter: Alan De Salvio, Deputy APCO.

Date set of August 26, 2024 to conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically the Rescission of South Coast Air Quality Management District Rule 1158 – *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District.

Agenda Item 10 - Set Date of August 26, 2024 to conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically, the rescission of South Coast Air Quality Management District (SCAQMD) Rule 1148 — *Thermally Enhanced Oil Recovery Wells*, as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District (MDAQMD) in Riverside County.

Presenter: Alan De Salvio, Deputy APCO.

Date set of August 26, 2024 to conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically, the rescission of South Coast Air Quality Management District (SCAQMD) Rule 1148 — *Thermally Enhanced Oil Recovery Wells*, as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District (MDAQMD) in Riverside County.

Agenda Item 11 – DEFERRED ITEMS.

None.

Agenda Item 12 – Conduct a Public Hearing to consider the proposed MDAQMD Budget for FY 2024-25: a. Re-open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Adopt a resolution approving and adopting the budget for FY 2024-25.
Presenter: Laquita Cole, Finance Manager.

Chair **KARI LEON** re-opened the public hearing. Laquita Cole, Finance Manager, provided the staff report and answered questions from the Board. After discussion Chair **KARI LEON** called for public comment, no public comment was made, being none, Chair **KARI LEON** closed the public hearing. Upon motion by Board Member **CARMEN HERNANDEZ**, seconded by Board Member **GABRIEL REYES**, and carried by the following roll call vote, with ten **AYES** votes by Board Members, **MERL ABEL, PAUL COOK, JOSEPH “JOEY” DECONINCK, CARMEN HERNANDEZ, JANET JERNIGAN, KARI LEON, DANIEL MINTZ, Sr., V. MANUEL PEREZ, GABRIEL REYES, and DAWN ROWE** with Board Member **ROBERT LOVINGOOD** Abstaining and Board Members **BRIGIT BENNINGTON** and **ELIZABETH BECERRA** absent, the board, adopted resolution 24-13, “**A RESOLUTION OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT APPROVING AND ADOPTING THE PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2024-25.**”

Agenda Item 13 – Conduct a public hearing to to consider a State Implementation Plan (SIP) Cleanup: Specifically the Rescission of South Coast Air Quality Management District Rule 1153 – Commercial Bakery Ovens as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District: a. Open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Make a determination that the CEQA Categorical Exemption applies; f. Waive reading of Resolution; g. Adopt Resolution making appropriate findings, certifying the Notice of Exemption, adopting the SIP Cleanup: the Rescission of South Coast Air Quality Management District Rule 1153 – Commercial Bakery Ovens as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District.

Presenter: Alan De Salvio, Deputy APCO.

Chair **KARI LEON** opened the public hearing. Alan De Salvio, Deputy APCO, provided the staff report and answered questions from the Board. After discussion Chair **KARI LEON** called for public comment, no public comment was made, being none, Chair **KARI LEON** closed the public hearing, made the determination that the CEQA Categorical Exemption applies, and waved reading of the resolution. Upon motion by Board Member **JOSEPH “JOEY” DECONINCK**, seconded by Board Member **MERL ABEL**, and carried by the following roll call vote, with eleven **AYES** votes by Board Members, **MERL ABEL, PAUL COOK, JOSEPH “JOEY” DECONINCK, CARMEN HERNANDEZ, JANET JERNIGAN, KARI LEON, ROBERT LOVINGOOD, DANIEL MINTZ, Sr., V. MANUEL PEREZ, GABRIEL REYES, and DAWN ROWE** with Board Members **BRIGIT BENNINGTON** and **ELIZABETH BECERRA** absent, the board, adopted resolution 24-14, “**A RESOLUTION OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT MAKING FINDINGS, CERTIFYING THE NOTICE OF EXEMPTION, SIP CLEANUP: RESCISSION OF SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1153 – COMMERCIAL BAKERY OVENS AS IT**

APPEARS IN THE SIP FOR THE BLYTHE/PALO VERDE VALLEY PORTION OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT AND DIRECTING STAFF ACTIONS.”

Agenda Item 14 – Conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically, the rescission of South Coast Air Quality Management District Rule 1159 — Nitric Acid Units – Oxides of Nitrogen, as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District, a. Open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Make a determination that the California Environmental Quality Act (CEQA) Categorical Exemption applies; f. Waive reading of Resolution; g. Adopt Resolution making appropriate findings, certifying the Notice of Exemption, adopting the Rule and directing staff actions.

Presenter: Alan De Salvio, Deputy APCO.

Chair **KARI LEON** opened the public hearing. Alan De Salvio, Deputy APCO, provided the staff report and answered questions from the Board. After discussion Chair **KARI LEON** called for public comment, no public comment was made, being none, Chair **KARI LEON** closed the public hearing, made the determination that the CEQA Categorical Exemption applies, and waved reading of the resolution. Upon motion by Board Member **JOSEPH “JOEY” DECONINCK**, seconded by Board Member **GABRIEL REYES**, and carried by the following roll call vote, with eleven **AYES** votes by Board Members, **MERL ABEL, PAUL COOK, JOSEPH “JOEY” DECONINCK, CARMEN HERNANDEZ, JANET JERNIGAN, KARI LEON, ROBERT LOVINGOOD, DANIEL MINTZ, Sr., V. MANUEL PEREZ, GABRIEL REYES, and DAWN ROWE** with Board Members **BRIGIT BENNINGTON and ELIZABETH BECERRA** absent, the board, adopted resolution 24-15, **“A RESOLUTION OF THE GOVERNING BOARD OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT MAKING FINDINGS, CERTIFYING THE NOTICE OF EXEMPTION, ADOPTING A STATE IMPLEMENTATION PLAN CLEAN UP: RESCINDING OF SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE 1159 – NITRIC ACID UNITS – OXIDES OF NITROGEN, AS IT APPEARS IN THE SIP FOR THE BLYTHE/PALO VERDE VALLEY PORTION OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT. AND DIRECTING STAFF ACTIONS.”**

Agenda Item 15 – Executive Director Reports:

Miscellaneous:

- Reminder it is Ozone and Fire season – as we have already had several fires around us including the one in Hesperia. Thanks to some help from our friends at the county, Town of Apple Valley, and city of Hesperia, social media activity on our fire posts has been solid:
 - 2,586 impressions on X, 222 engagements (people liking, sharing, resharing)
 - 8,200 impressions on Facebook, 525 engagements
 - 14,000 impressions on Nextdoor. This time of year, the AQI gets elevated and potential smoke impacts from wildfires increases, in turn our Advisories and social media posts increase accordingly.
- Voucher Incentive Program (VIP) Kick-Off Date is today June 24, 2024. The program will run until the end of the year (December 31st) or until funds are exhausted. Whichever comes

first.

Program Information:

- Voucher Incentive Program (VIP) is a streamlined approach to reduce emissions by replacing old, high-polluting vehicles with a gross vehicle weight rating greater (GVWR) than 14,000 with newer, zero-emission equivalent vehicles. So big on-road diesel or alternative fuel trucks to be replaced with ZE alternatives.
- The program is limited to owners/operators with fleets of 10 or fewer vehicles. So small fleets/businesses.
- The funding amounts are not based on a percentage but rather the mileage of the baseline units. The higher the usage/mileage the higher the potential amount.
- Offers up to a maximum of \$410K for ZE replacement trucks.

We will have information on the program posted on our website starting today.

- June 12th – started staging process for the new solar panel shades installation project.
- June 13th – listened in on hearing of the House Committee on Science Space and Technology – titled Environmentalism off the Rails: How CARB will cripple the National Rail Network rail Congressman Olberholte chaired the committee
- June 19th- participated in the CAPCOA Executive Committee call
- June 20th – participated in the June AAPCA Air Director call

Mr. Poiriez updated the Board of past events:

- June 12th – 13th – Participated in the CAPCOA Board Meeting, topics included – Landfill Emissions CTR Reporting guidance, DICE Risk Guidance document, CEC Permitting discussion, Integrated Multipollutant Emission Inventory Updates, CARB Board member engagement, CAPCOA 50th anniversary. Met with CARB Executive Staff including new Principal Deputy Executive Officer, discussed state budget, Emission Inventory, AB617 Blueprint 2.0, more. Legislative Committee also met and discussed roughly 12 bills.
- State Legislature:
 - This past Saturday the Governor office and the Legislature announced a budget deal, the bills are now in print AB108/SB108.
 - Last week forwarded out a copy of CSDA email notifying that the California Supreme Court ruled on Initiative 1935 ruling it ineligible for the November ballot.
 - July 3rd is the last day for all bills to get out of their policy committees.
 - AB2522 – (Carrillo) – Air District Board Member Per Diem Bill – This bill would increase the stipend of Board members from \$100 to \$200 plus potential annual adjusted increases. Passed the Senate EQ Committee on 6/5 with a 5-0 vote, referred to Senate Local Government Committee and will be heard June 26th. MDAQMD is one of 12 air Districts the language addresses. I will work on a support letter from MDAQMD.
 - AB 2958 (Calderon) CARB Board Members compensation. SCAQMD sponsored. CAPCOA Supported. Passed on a unanimous vote. Will most likely be on consent for the Senate EQ on July 3rd.
 - SB1158 (Archuleta) on Carl Moyer – This bill would extend the liquidation period by up to an additional 2 years if certain parameters are met. Passed unanimously in Committee on Transportation, will move on to Natural Resources – most likely on consent since all votes have been unanimous. Language on increase in District Administration percentage removed from bill and CARB plans to address this administratively at the Board level in October.

Mr. Poiriez updated the Board of coming events:

- July 1st – staff had initial call with CARB staff on PM2.5 Designation and Exceptional Events
- July 2nd – Will have the CAPCOA Finance Committee Call
- July 2nd – Call with EPA region XI regarding air monitoring station closure and 185 Fees
- July 3rd – will have our Planning/Rule Development meeting
- July 12th – will have our joint Engineering / Compliance meeting
- July 23rd – Quarterly Planning/Rule Development call with EPA Region IX
- Aug. 5th – 7th – CAPCOA medium District meeting in San Luis Obispo
- August 13th -15th – CAPCOA Board meeting in Fresno
- August 20th – NSR litigation Oral Arguments - SF
- CDAWG 2024 will be held Nov. 13th and 14th at the NY NY in Las Vegas. Save the Date postcards to go out. Board members that would like to attend please let Martial, Deanna, or myself know.

The next Board meeting will be held on August 26, 2024; NO meeting in July.

Agenda Item 16 - Board Member Comments and Suggestions for Future Agenda Items.

- Board Members **COOK** acknowledgement of attending the funeral services for Art Welch, former Banning Mayor.

Being no further business, Chair **KARI LEON** adjourned the meeting at **11:22 a.m.** to the next Regular Meeting of **August 26, 2024.**

The following page(s) contain the backup material for Agenda Item: Receive and file the District Activity Report. Presenter: Alan De Salvio, Deputy APCO.
Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #3

DATE: August 26, 2024

RECOMMENDATION: Receive and file the District Activity Report.

BACKGROUND: The following reports reflect information regarding the District's activities in the following areas:

- Communications
- Grants
- Operations
- Technical Services

Staff is available to answer questions as needed.

REASON FOR RECOMMENDATION: These reports are information only.

REVIEW BY OTHERS: This item was reviewed by Alan De Salvio, Deputy APCO, as to and by Brad Poiriez, Executive Director/APCO, on or about August 12, 2024.

FINANCIAL DATA: No increase in appropriation is anticipated.

PRESENTER: Alan De Salvio, Deputy, APCO.

Interoffice Memo

From: Alan De Salvio *ADS*
Deputy Air Pollution Control Officer
adesalvio@mdaqmd.ca.gov

To: Brad Poiriez
Executive Director
bradp@mdaqmd.ca.gov

Date: 8/6/2024

Subject: June/July 2024 Operations Activity Report



Permit Inspections Completed – 1154 (96% in compliance)
Notices to Comply (NTCs) Issued – 79
Notices of Violation (NoVs) Issued – 45
Outstanding NoVs – 26 (4 in settlement)
Delinquent Permit Follow-Ups – 60
Breakdowns – 14
Vapor Recovery Tests Witnessed – 23
Complaints – 23
Complaint Investigations – 23
Asbestos Notifications – 62
Asbestos Project Inspections – 3

Permit Applications Received – 59
Permit Changes Processed – 110
Title V Permit Actions in Progress – 11
Permits Issued – 1262
Active Companies - 793
Active Facilities - 1623 (27 Title V Permits, 34 Title V Facilities)
Active Permits - 4787
Certificate of Occupancy/Building Permit Reviews – 100

Project Comment Letters – 12

*SLAMS Air Monitoring Sites:*¹

Barstow (NO_x, O₃, PM₁₀)
Hesperia (O₃, PM₁₀)
Lucerne Valley (O₃, PM₁₀)
Trona (H₂S, NO_x, O₃, PM₁₀)
Victorville (NO_x, O₃, PM₁₀, PM_{2.5})

Community Sensors:

Two TAPI T640 PM_{2.5} portable trailer-mounted units (one also has PM₁₀)
67 PurpleAir particulate sensors (Apple Valley, Baker, Barstow, Blythe, Earp, Fort Irwin, Gene Intake, Helendale, Hesperia, Joshua Tree, JTNP, Lucerne Valley, Morongo Valley, Needles, Newberry Springs, Nipton, Oak Hills, Parker Dam, Phelan, Pinon Hills, Primm, Trona, Twentynine Palms, Victorville, Wrightwood, Yermo, Yucca Valley)

¹ Each site also monitors meteorology (exterior temperature, wind speed, wind direction, pressure and relative humidity)

From: Jorge Camacho
Support Services Supervisor I
jcamacho@mdaqmd.ca.gov

To: Brad Poiriez
bradp@mdaqmd.ca.gov

Date: August 26, 2024
Subject: Grants Activity Report
June and July



Interoffice Memo

- Grants Section staff actively participate in the monthly meetings of the CAPCOA Mobile Sources & Grants Committee. In addition, we are also part of the subcommittees that are working on updating the Carl Moyer, FARMER and Community Air Protection Program guidelines.
- On June 4th, Support Services Supervisor Jorge Camacho attended the Public Workshop and Community Workshop for Proposed Rule 2306 - Freight Rail Yards and Proposed Rule 316.2 - Fees for Rule 2306.
- On June 5th, Support Services Supervisor Jorge Camacho, attended the Carl Moyer Appendices Subcommittee Meeting.
- On June 5th, Support Services Supervisor Jorge Camacho, met with ICR to discuss grant funding opportunities for commercial lawn & garden equipment.
- On June 6th, Support Services Supervisor Jorge Camacho, attended the Charging and Fueling Infrastructure (CFI) Grant NOFO Overview presented by EPA.
- On June 11th, Support Services Supervisor Jorge Camacho, attended the District's Safety Committee Meeting.
- On June 11th, Support Services Supervisor Jorge Camacho, met with IREN to discuss the energy fellows' program.
- On June 12th, On June 11th, Support Services Supervisor Jorge Camacho, met with Greenlane and TRC to discuss partnership for the CFI Grant application.
- On June 17th, the District held our Voucher Incentive Program Dismantler and Dealer Training. This was the first of two sessions. The second one was scheduled for June 19th.
- On June 24th, the Governing Board approved grant awards for 2024.
- On June 28th, follow-up meeting with Greenlane concerning the CFI application partnership.
- On July 9th, Support Services Supervisor Jorge Camacho, met with CARB and EPA to discuss the Targeted Air Shed Grant.
- On July 11th, Support Services Supervisor Jorge Camacho, attended the Public Workgroup Meeting to Discuss the Updated FARMER Guidelines at CARB's Riverside location.
- On July 17th and 23rd, Grants Staff met with Cobblestone vendor to discuss upgrades to our contracting software.

Project List:

<u>Funding Source</u>			
<u>Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program)</u>			
<u>Project Name</u>	<u>Location</u>	<u>Grant Award</u>	<u>Status</u>
Chaffin Farm_Project 4_2023_2008 New Holland T5050	Blythe, CA	\$ 101,752.00	Pending reimbursement
Elliott&Hull_Project 1_2023_1982 JD 4240	Blythe, CA	172,422.00	Pending delivery
Chaffin Farm_Project 2_2023_2006 Case IH JX1080U	Blythe, CA	101,752.00	Pending reimbursement
Fisher Ranch LLC_Project 1_2024_2006 John Deere 8230	Blythe, CA	146,740.00	Pending Contract Agreement
Total Carl Moyer Grant Awards		\$ 522,666.00	

<u>Funding Source</u>			
<u>Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program)-Infrastructure Projects</u>			
<u>Project Name</u>	<u>Location</u>	<u>Grant Award</u>	<u>Status</u>
Mitsubishi Cement_2023_Project 1_Infrastructure EV Charging	Lucerne Valley, CA	\$ 52,500.00	Pending reimbursement
Greenlane Infrastructure LLC_Project 1_2024 Infrastructure	Barstow, CA	500,000.00	Pending Contract Agreement
HI Desert Medical Center EV_Project 1_2024_Infrastructure	Joshua Tree, CA	71,583.00	Pending Contract Agreement
Phelan Express EV Charging Stations_Project 1_2024_Infrastructure	Phelan, CA	86,370.00	Pending Contract Agreement
Red E Charge, LLC Project 1_2024_65845 Cima Rd Infrastructure	Cima, CA	201,252.00	Pending Contract Agreement
Red E Charging, LLC Project 2_2024_201 S. Lovekin Blvd Infrastructure	Blythe, CA	195,252.00	Pending Contract Agreement
Voltera Power, LLC Project 1_2024_Infrastructure	Blythe, CA	500,000.00	Pending Contract Agreement
29 Palms Liquor and Gas Application Project 1_2024_Infrastructure	Twentynine Palms	185,618.00	Pending Contract Agreement
Total Carl Moyer Grant Awards		\$ 1,792,575.00	

<u>Funding Source</u>			
<u>FARMER Program</u>			
<u>Project Name</u>	<u>Location</u>	<u>Grant Award</u>	<u>Status</u>
Sam Cobb Farms_2023_Project 1_1976 JD 4430	Blythe, CA	221,450.00	Pending destruction
Chaffin Farm_Project 1_2023_2004 New Holland TL90A	Blythe, CA	101,752.00	Pending reimbursement
CBI Properties Project 1_2024_2003 Caterpillar 420D	Blythe, CA	137,909.00	Pending Contract Agreement
Chaffin Farms Project 1_2024_1981 Clark Forklift	Blythe, CA	83,211.00	Pending Contract Agreement
Dutch Dairy Project 1_2024_2003 New Holland TM155	Blythe, CA	167,772.00	Pending Contract Agreement
Red River Farms_Project 1_2005 John Deere 6700	Blythe, CA	89,117.00	Pending Contract Agreement
Robinson Farms Project 1_2024_1993 John Deere 6400	Blythe, CA	114,760.00	Pending Contract Agreement
Total FARMER Grant Awards		\$ 915,971.00	

Funding Source			
AB 134/617-Community Action Program			
Project Name	Location	Grant Award	Status
AESD_Proj_1_2022_2006 Thomas xx-8575	Adelanto, CA	\$ 420,444.75	Pending post-inspection
AESD_Proj_2_2022_2006 Thomas xx-8579	Adelanto, CA	420,444.75	Pending post-inspection
AESD_Proj_3_2022_2006 Thomas xx-8585	Adelanto, CA	420,444.75	Pending Post-inspection
Lucerne Valley Unified School District_Project 1_2022_2001 Blue Bird	Lucerne Valley, CA	366,069.00	Pending reimbursement
LVUSD_Project 1_2023_Infrastructure	Lucerne Valley, CA	22,600.00	Pending reimbursement
Lucerne Valley USD Project 1_2024_2008 Bus 38	Lucerne Valley, CA	421,577.00	Pending Contract Agreement
Rio Rancho 2000 LLC Project 1_2024_2003 John Deere 8420	Blythe, CA	535,747.00	Pending Contract Agreement
Seiler Equipment Company_Project 3 2024_Cotton Picker 2 for 1	Blythe, CA	551,476.19	Pending Contract Agreement
Snowline Joint USD Project 1_2024_2006 Bus VIN68574	Phelan, CA	401,293.00	Pending Contract Agreement
Snowline Joint USD Project 2_2024_2006 BUS VIN68569	Phelan, CA	401,293.00	Pending Contract Agreement
Snowline Joint USD EV Charger Application_Project 1_2024 Infrastructure	Phelan, CA	121,840.00	Pending Contract Agreement
Total AB 134/617 Grant Awards		\$ 4,083,229.44	

Funding Source			
Mobile Source Emissions Reduction (MSERP)			
Project Name	Location	Grant Award	Status
Lawn and Garden Residential Exchange Program	Entire Jurisdiction	\$ 150,000.00	Ongoing/Yearly
Morongo Basin Transit	Joshua Tree, CA	40,000.00	Ongoing/Yearly
Needles Area Transit	Needles, ca	15,000.00	Ongoing/Yearly
Palo Verde Transit	Blythe	20,000.00	Ongoing/Yearly
San Bernardino County	MDAQMD Jurisdiction	75,000.00	Ongoing/Yearly
Victor Valley Transit Authority	Victorville, CA	250,000.00	Ongoing/Yearly
Voluntary Accelerated Vehicle Retirement Program	Entire Jurisdiction	60,000.00	Ongoing/Yearly
EV Charging	Entire Jurisdiction	100,000.00	Ongoing/Yearly
Chaffin Farms Project 3_2024_EV Infrastructure	Blythe, CA	8,527.00	Pending Contract Agreement
Twentynine Palms Public Cemetery District_Project 1_1970 Chevy Dump Truck	Twentynine Palms, CA	18,495.00	Pending Contract Agreement
Total AB2766 Grant Awards		\$ 737,022.00	

Funding Source Moyer Reserve and MSERP			
Electric Vehicle Charging Stations			
Project Name	Location	Grant Award	Status
Greenstone Services Inc. LGER Commercial Replacement	Pinon Hills, ca	\$ 150,000.00	Pending destruction
Total Grant Awards		\$ 150,000.00	

Glossary of Terms and Definitions

Awarded

Grantee was tentatively awarded grant funding by the Governing Board. The project(s) are pending final eligibility determination prior to entering into a formal agreement.

Contract Agreement

A legally binding document outlining the terms and conditions agreed upon by the MDAQMD and the Grantee.

Construction

The grantee is under a contractual obligation with the District and is awaiting construction of their infrastructure project.

Delivery

The grantee is under a contractual obligation with the District and is awaiting delivery of their replacement equipment.

Destruction

Once the post-inspection is completed the grantee must destroy the baseline equipment. The destruction of the baseline must be completed prior to reimbursement.

On-Going Yearly

Funds are encumbered on a yearly and ongoing basis.

Pending

Grantee is under a contractual agreement with the District.

Post-Inspection

Air District must conduct a post-inspection after being notified by the grantee that the replacement equipment has arrived. The post-inspection must be completed to ensure the replacement equipment matches what was stated in the application. The post-inspection must be completed prior to reimbursement.

Reimbursement

The grantee is eligible for reimbursement pending verifications of proof of payment and final invoice.

From: Martial Haprov
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To: Brad Poiriez
Executive Director
bradp@mdaqmd.ca.gov

Date: 8/12/2024
Subject: July-August 2024
Communications Activity Report

Interoffice Memo



EPA litigation & proposed Federal Implementation Plan

The District issued a news release on July 17 to clarify and substantiate its position following US EPA's public announcement on July 9 of a Federal Implementation Plan (FIP) in MDAQMD's jurisdiction. The FIP comes after EPA's limited disapproval of MDAQMD's Regulation XIII – New Source Review in January 2023, and also comes while litigation between the District and EPA continues.

Smoke & air quality advisories

MDAQMD issued seven advisories (with some being extended at least once) from mid-June through late July in response to numerous wildfires, fireworks residual, and increased ground-level ozone concentrations which impacted or threatened to impact ambient air quality in MDAQMD communities. The wildfires include the Hesperia, Needles, Vista, Borel and Trout fires.

Greenlane/CFI grant application

MDAQMD's Grants section is working with Greenlane Infrastructure, LLC to complete an application for a federal grant program that would assist Greenlane in the development of an EV charging station primarily for medium heavy-duty vehicles in Baker. Part of the working agreement between the District and Greenlane includes the District assisting in community outreach to inform and garner feedback from residents and stakeholders in Baker. PIO Martial Haprov is supporting the partnership project in helping direct and conduct the outreach.

CDAWG

Planning efforts continue for the 2024 California Desert Air Working Group Conference, slated for Nov. 13 and 14 in Las Vegas. Registration opened in early July and are coming in at a typical pace for this time of year ahead of the conference. Sponsors have already committed nearly \$30,000 to the event: STIHL, BNSF, Mitsubishi Cement, CalPortland, Teledyne API, CEMEX, Greelane Infrastructure, and American Green Zone Alliance (AGZA).

Obernolte presentation

Haprov served as the emcee at GHDC's Valley Morning Insight on Aug. 7. Congressional Rep. Jay Obernolte was the featured speaker and touched on numerous topics at the federal/Congressional level including CARB's application for a waiver to implement the in-use locomotive rule its board passed in January 2023.

From: Jorge Camacho
Support Services Supervisor I
jcamacho@mdaqmd.ca.gov

To: Brad Poiriez
bradp@mdaqmd.ca.gov

Date: August 26, 2024
Subject: Technical Services
Activity Report for June and
July

Interoffice Memo



Cybersecurity-As Cyber-attacks become more prevalent the District is taking an active approach to ensure our computer systems, networks, devices and programs are protected and that data can be recovered. The District has been in contact with Cal OES State & Local Projects Units and California Cybersecurity Integration Center (CAL-CSIC) for support and guidance. In addition, the Technical Services staff has also met with cybersecurity vendors to perform an assessment of our site. Lastly, to help offset some of the cost of cybersecurity implementation, Technical Services is also looking to apply to the State Local Cybersecurity Grant Program (SLCGP). They are working with the Grants Section to coordinate an application if feasible.

CAPS - Technical Services (TS) when needed assists NovaCoast as they work on additional modules for the Districts Compliance and Permitting System (CAPS).

Questys- Technical Services worked with Questys to update our software. The update was successfully implemented on June 26th for the office. However, some issues dealing with the optical character recognition (OCR) did not get resolved. Technical Services along with the Records Management Team is working with the vendor to address the OCR issue with the software.

Trouble Tickets- In June and July 2024, 41 help desk tickets were submitted to Technical Services. District Staff are encouraged to submit requests for assistance via our ticketing system when possible.

Others: Technical Services Section staff actively participate in the monthly meetings of the CAPCOA IT Committee when applicable. In addition, once the cyber updates are completed work on the server room will continue.

Meetings:

- On June 4th, Support Services Supervisor attended a webinar for Funding Cybersecurity Solutions with State and Federal Grant Funds.
- On June 20th, Technical Services met with Air Monitoring Staff for our coordination meeting for support.
- On June 28th, Technical Services Staff met with VC3 to discuss cybersecurity needs.
- On July 18th, Technical Services met with Air Monitoring Staff for our coordination meeting for support.
- On July 24th, Technical Services Staff met with Check Point Security to discuss Cybersecurity needs.

The following page(s) contain the backup material for Agenda Item: Receive and file Financial Reports through June 30, 2024. Presenter: Laquita Cole, Finance Manager
Please scroll down to view the backup material.

MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA

AGENDA ITEM # 4

DATE: AUGUST 26, 2024

RECOMMENDATION: Receive and file Financial Reports through June 30, 2024.

SUMMARY: Receive and file the Financial Reports with activity through June 30, 2024, which reflect the District's financial and budgetary performance to date.

BACKGROUND: The Consolidated Financial Reports provide fiscal information for all funds. The **Balance Sheet** details the District's assets, liabilities, and net position. The **Statement of Revenues and Expenditures** tracks the inflow and outflow of resources and expenditures by source or type. The **Statement of Activity** focuses on the total organization (as opposed to focusing on funds within the organization) and reports consolidated revenue and expenditure information for the period. Grant activities are labeled 'Programs'. Grant activity to date has been adjusted to reflect the revenue recognition and matching principle. The target variance for **June is 100%**.

The Financial Reports have been combined together with stewardship information to create a new Consolidated Financial Report. This new report is designed to communicate financial information, status, and budgetary performance to date. It presents a clear and comprehensive understanding of the District's financial position as of **June 30, 2024**.

REASON FOR RECOMMENDATION: Receive and file.

REVIEW BY OTHERS: This item was reviewed by Brad Poiriez, Executive Director/APCO, on or before August 8, 2024.

FINANCIAL DATA: No change in appropriation is required at this time.

PRESENTER: Laquita Cole, Finance Manager

Mojave Desert AQMD
Balance Sheet - Governmental Funds
As of June 30, 2024

Financial Report

	<u>General Fund</u>	<u>Mobile Emissions</u>	<u>Carl Moyer</u>	<u>Fiduciary Fund</u>	<u>Total</u>
Assets					
Current Assets					
Cash	17,010,572.44	2,417,534.36	4,916,511.09	3,007,960.66	27,352,578.55
Cash Held For Other Fund	(1,582,079.31)	(60,000.69)	1,642,080.00	0.00	0.00
Receivables	3,799,381.85	64,670.28	0.00	0.00	3,864,052.13
Pre-Paid	12,613.74	0.00	0.00	0.00	12,613.74
Total Current Assets	19,240,488.72	2,422,203.95	6,558,591.09	3,007,960.66	31,229,244.42
Non-Current Assets					
Deferred Outflows	3,168,730.00	0.00	0.00	0.00	3,168,730.00
Total Assets	22,409,218.72	2,422,203.95	6,558,591.09	3,007,960.66	34,397,974.42
Liabilities and Net Position					
Current Liabilities					
Payables	313,337.18	0.00	0.00	0.00	313,337.18
Accruals	823,178.80	0.00	0.00	0.00	823,178.80
Payroll Taxes Liability	53,652.69	0.00	0.00	0.00	53,652.69
Retirement	82,596.87	0.00	0.00	0.00	82,596.87
Health	30,147.31	0.00	0.00	0.00	30,147.31
Other Payroll Deductions	647.58	0.00	0.00	0.00	647.58
Unearned Revenue	9,126,765.30	0.00	6,558,591.09	0.00	15,685,356.39
Total Current Liabilities	10,430,325.73	0.00	6,558,591.09	0.00	16,988,916.82
Net Pension Liability					
Net Pension Liability	7,259,411.00	0.00	0.00	0.00	7,259,411.00
Net OPEB Liability	441,993.00	0.00	0.00	0.00	441,993.00
Deferred Pension Inflows	1,681,459.00	0.00	0.00	0.00	1,681,459.00
Deferred OPEB Inflows	243,027.00	0.00	0.00	0.00	243,027.00
Total GASB Liabilities	9,625,890.00	0.00	0.00	0.00	9,625,890.00
Restricted Fund Balance					
Restricted Fund Balance	469,200.47	2,408,378.84	0.00	963,921.57	3,841,500.88
Committed Fund Balance	2,546,725.00	0.00	0.00	0.00	2,546,725.00
Budget Stabilization	250,000.00	0.00	0.00	0.00	250,000.00
Retirement Reserves	0.00	0.00	0.00	1,716,097.08	1,716,097.08
Unassigned Fund Balance	(2,438,094.42)	0.00	0.00	0.00	(2,438,094.42)
Compensated Absences	450,000.00	0.00	0.00	0.00	450,000.00
Pre Paid	8,332.31	0.00	0.00	0.00	8,332.31
Change in Net Position	1,066,839.63	13,825.11	0.00	327,942.01	1,408,606.75
Total Liabilities & Net Position	22,409,218.72	2,422,203.95	6,558,591.09	3,007,960.66	34,397,974.42

Mojave Desert AQMD
Statement of Revenues & Expenditures
For the Period Ending May 31, 2024

Financial Report

	<u>General Fund</u>	<u>Mobile Emissions Program</u>	<u>Carl Moyer Program</u>	<u>Fiduciary Fund</u>	<u>Total Governmental Funds</u>
Revenues					
Antelope Valley Air Quality Mngmnt Contract	2,202.17	0.00	0.00	0.00	2,202.17
Other Contracts	0.00	0.00	0.00	0.00	0.00
Application and Permit Fees	1,637,612.58	0.00	0.00	0.00	1,637,612.58
AB 2766 and Other Program Revenues	115,401.72	64,857.15	0.00	0.00	180,258.87
Fines	22,280.13	0.00	0.00	0.00	22,280.13
Investment Earnings	13,069.39	9,409.65	0.00	91,219.72	113,698.76
Federal and State	0.00	0.00	0.00	0.00	0.00
Other Revenue	508.40	0.00	0.00	0.00	508.40
Total Revenues	1,791,074.39	74,266.80	0.00	91,219.72	1,956,560.91
Expenditures					
Salaries and Benefits	708,847.91	0.00	0.00	0.00	708,847.91
Services and Supplies	51,790.99	11,450.00	0.00	1,428.41	64,669.40
Contributions to Other Participants	0.00	0.00	0.00	0.00	0.00
Capital Outlay Improvements and Equipment	4,274.85	0.00	0.00	0.00	4,274.85
Total Expenditures	764,913.75	11,450.00	0.00	1,428.41	777,792.16
Excess Revenue Over (Under) Expenditures	1,026,160.64	62,816.80	0.00	89,791.31	1,178,768.75

Mojave Desert AQMD
Statement of Activity - All Funds
For the Period Ending May 31, 2024

Financial Report

	<u>M-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>% Budget</u> <u>to Actual</u>
Revenues				
Revenue - Permitting	1,634,465.63	6,611,756.46	6,869,012.00	96.25
Revenue - Programs	180,258.87	2,741,366.00	3,684,305.00	74.41
Revenue - Application Fees	20,411.44	217,704.30	150,000.00	145.14
Revenue - State	0.00	1,156,905.33	2,442,496.00	47.37
Revenue - Federal	0.00	73,495.25	162,256.00	45.30
Fines & Penalties	22,280.13	567,583.49	122,880.00	461.90
Interest Earned	113,698.76	833,980.31	306,000.00	272.54
Revenue - Contracts & Unidentified	2,710.57	85,073.04	0.00	0.00
Permit Cancellations	(17,264.49)	(153,461.09)	0.00	0.00
Total Revenues	1,956,560.91	12,134,403.09	13,736,949.00	88.33
Expenditures				
Office Expenses	19,862.58	333,027.99	373,209.00	89.23
Communications	3,598.25	70,155.63	61,445.00	114.18
Vehicles	7,352.46	55,522.33	74,058.00	74.97
Program Costs	11,450.00	3,058,247.43	4,351,257.00	70.28
Travel	5,502.94	70,382.74	204,500.00	34.42
Professional Services	1,874.10	50,718.88	62,934.00	80.59
Maintenance & Repairs	3,833.20	140,658.62	75,021.00	187.49
Non-Depreciable Inventory	2,601.42	45,439.00	59,672.00	76.15
Dues & Subscriptions	389.76	41,722.19	41,925.00	99.52
Legal	6,882.12	537,044.28	640,500.00	83.85
Miscellaneous Expense	1,322.57	13,417.04	8,060.00	166.46
Suspense	0.00	7,662.31	0.00	0.00
Capital Expenditures	4,274.85	994,156.87	780,000.00	127.46
Total Expenditures	68,944.25	5,418,155.31	6,732,581.00	80.48
Salaries & Benefits				
Personnel Expenses	708,847.91	6,032,197.88	6,921,757.00	87.15
Total Salaries & Benefits	708,847.91	6,032,197.88	6,921,757.00	87.15
Excess Revenue Over (Under) Expenditures	1,178,768.75	684,049.90	82,611.00	828.04

Mojave Desert AQMD
Statement of Revenues & Expenditures
For the Period Ending June 30, 2024

Financial Report

	<u>General</u> <u>Fund</u>	<u>Mobile</u> <u>Emissions</u> <u>Program</u>	<u>Carl</u> <u>Moyer</u> <u>Program</u>	<u>Fiduciary</u> <u>Fund</u>	<u>Total</u> <u>Governmental</u> <u>Funds</u>
<u>Revenues</u>					
Antelope Valley Air Quality Mngmnt Contract	0.00	0.00	0.00	0.00	0.00
Other Contracts	0.00	0.00	0.00	0.00	0.00
Application and Permit Fees	572,597.79	0.00	0.00	0.00	572,597.79
AB 2766 and Other Program Revenues	560,713.16	126,637.94	0.00	0.00	687,351.10
Fines	12,456.02	0.00	0.00	0.00	12,456.02
Investment Earnings	15,820.76	10,084.37	0.00	40,412.89	66,318.02
Federal and State	224,381.09	0.00	0.00	0.00	224,381.09
Other Revenue	33,745.70	0.00	0.00	0.00	33,745.70
Total Revenues	1,419,714.52	136,722.31	0.00	40,412.89	1,596,849.72
<u>Expenditures</u>					
Salaries and Benefits	478,793.46	0.00	0.00	0.00	478,793.46
Services and Supplies	142,525.59	14,760.53	0.00	1,430.09	158,716.21
Contributions to Other Participants	0.00	0.00	0.00	0.00	0.00
Capital Outlay Improvements and Equipment	234,783.20	0.00	0.00	0.00	234,783.20
Total Expenditures	856,102.25	14,760.53	0.00	1,430.09	872,292.87
Excess Revenue Over (Under) Expenditures	563,612.27	121,961.78	0.00	38,982.80	724,556.85

Mojave Desert AQMD
Statement of Activity - All Funds
For the Period Ending June 30, 2024

Financial Report

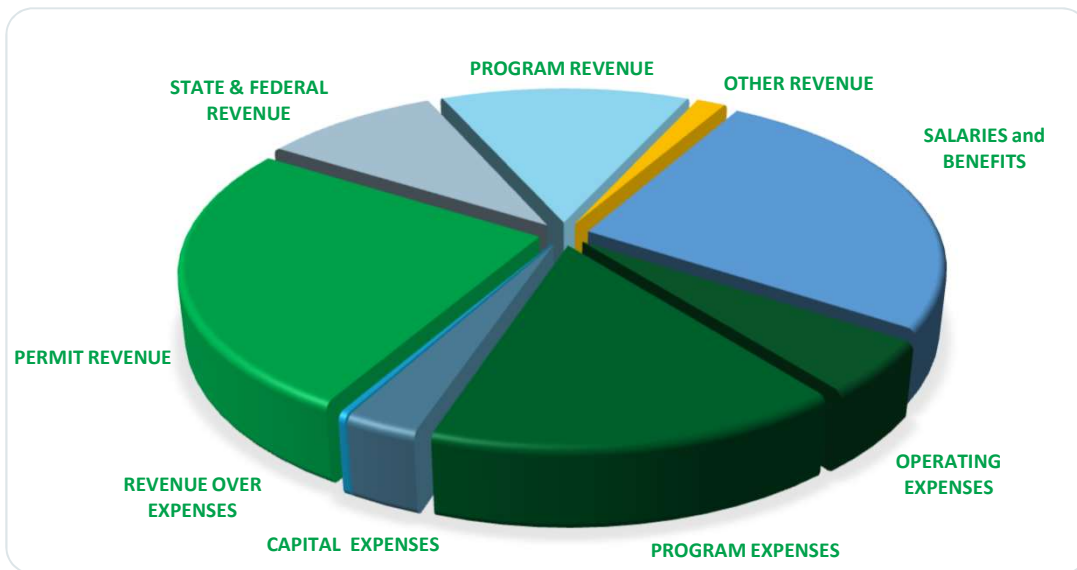
	<u>M-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>% Budget</u> <u>to Actual</u>
Revenues				
Revenue - Permitting	533,011.54	7,144,768.00	6,869,012.00	104.01
Revenue - Programs	687,351.10	3,428,717.10	3,684,305.00	93.06
Revenue - Application Fees	60,503.25	278,207.55	150,000.00	185.47
Revenue - State	122,408.53	1,279,313.86	2,442,496.00	52.38
Revenue - Federal	101,972.56	175,467.81	162,256.00	108.14
Fines & Penalties	12,456.02	580,039.51	122,880.00	472.04
Interest Earned	66,318.02	900,298.33	306,000.00	294.22
Revenue - Contracts & Unidentified	33,745.70	118,818.74	0.00	0.00
Permit Cancellations	(20,917.00)	(174,378.09)	0.00	0.00
Total Revenues	1,596,849.72	13,731,252.81	13,736,949.00	99.96
Expenditures				
Office Expenses	27,827.97	360,855.96	373,209.00	96.69
Communications	3,556.08	73,711.71	61,445.00	119.96
Vehicles	7,805.70	63,328.03	74,058.00	85.51
Program Costs	80,556.00	3,138,803.43	4,351,257.00	72.14
Travel	8,884.20	79,266.94	204,500.00	38.76
Professional Services	9,760.09	60,478.97	62,934.00	96.10
Maintenance & Repairs	10,025.84	150,684.46	75,021.00	200.86
Non-Depreciable Inventory	10,128.22	55,567.22	59,672.00	93.12
Dues & Subscriptions	3,181.95	44,904.14	41,925.00	107.11
Legal	3,511.97	540,556.25	640,500.00	84.40
Miscellaneous Expense	1,362.02	14,779.06	8,060.00	183.36
Suspense	(7,883.83)	(221.52)	0.00	0.00
Capital Expenditures	234,783.20	1,228,940.07	780,000.00	157.56
Total Expenditures	393,499.41	5,811,654.72	6,732,581.00	86.32
Salaries & Benefits				
Personnel Expenses	478,793.46	6,510,991.34	6,921,757.00	94.07
Total Salaries & Benefits	478,793.46	6,510,991.34	6,921,757.00	94.07
Excess Revenue Over (Under) Expenditures	724,556.85	1,408,606.75	82,611.00	1,705.11

FINANCIAL ANALYSIS

thru JUNE 2024



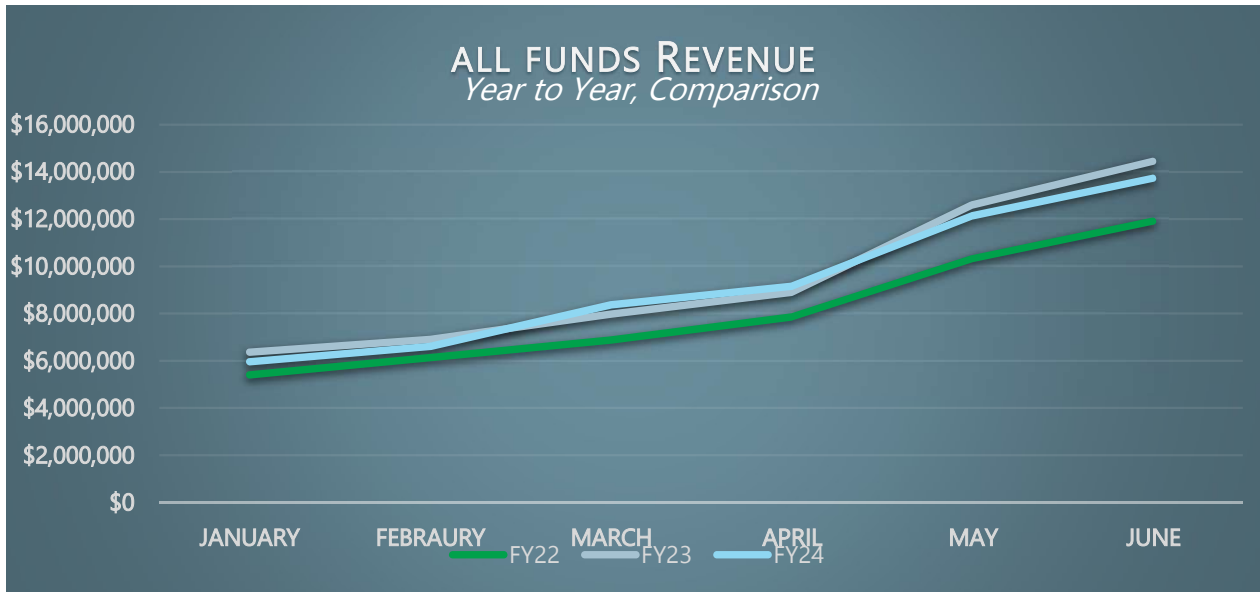
FISCAL YEAR 24 AT A GLANCE



The Budget Committee met with staff and reviewed the District’s financial condition and staff recommendations on April 24, 2023. The Proposed Budget for FY 2023-24 was published May 11, 2023 and made available on the District’s website. A notice was mailed to each permit holder for review and comment. On June 12, 2023, a public hearing was held and continued for adoption to June 26, 2023 with an effective date of July 1, 2023.

PERMIT REVENUE	\$7,019,012
STATE and FEDERAL REVENUE REVENUE	\$2,604,752
PROGRAM REVENUE	\$3,684,305
OTHER REVENUE	\$428,880
SALARIES and BENEFITS	\$7,131,757
OPERATING EXPENSES	\$1,391,324
PROGRAM EXPENSES	\$4,351,257
CAPITAL EXPENSES	\$780,000
REVENUE OVER (UNDER) EXPENSES	\$82,611

The FY24 Budget has Total Revenue of \$13.7M, Personnel Expenses of \$7.1M, and Operating Expenses (including programs) of \$6.5M. Capital expenses of \$780k include \$500k towards the Districts 5 year Capital Improvement Plan. The target variance for **June** is **100%**. Additional budget factors include COLA increases, shifting retirement expenses from the District to District staff, attrition, inflation, changes related to GASB68, GASB75, GASB101, and AB2766, which is received two months in arrears.

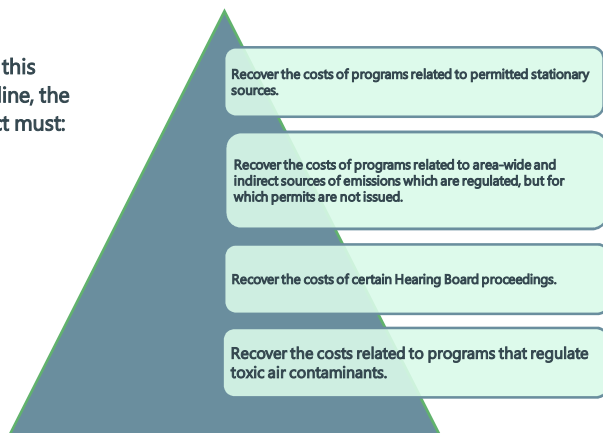


The District's air quality programs are primarily funded by revenue from regulatory fees and government programs. This a visual comparison of all District **Revenue** including revenue from Federal and State Programs. Revenue is displayed by year and includes three years of data.

MONTH	FY22	FY23	FY24
JANUARY	\$5,404,691	\$6,363,739	\$5,961,957
FEBRAURY	\$6,127,843	\$6,911,866	\$6,612,138
MARCH	\$6,875,366	\$7,981,809	\$8,372,855
APRIL	\$7,848,098	\$8,904,019	\$9,157,423
MAY	\$10,321,966	\$12,604,183	\$12,134,403
JUNE	\$11,912,824	\$14,445,589	\$13,731,253

This side-by-side revenue comparison is used to reflect on the District's commitment to long-term financial planning, cost-effective services, and fiscal policies designed to support obligations. Revenue increased due to grant programs like the Farmers and Community Air Protection Program. *Note:* The District implemented a 5% fee increase on Reg III Fees effective January 1, 2024.

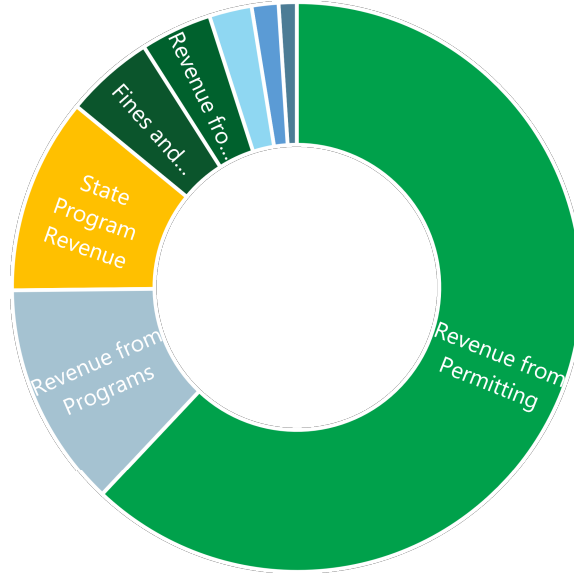
Using this guideline, the District must:



The cost of programs to address air pollution should be borne by the individuals and businesses that cause air pollution through regulatory and service fees. The primary authority for recovering the cost of District programs and activities related to stationary sources is given in Section 41240 of the

OPERATING REVENUE

Budget to Actual Performance



Budget by Categories of Revenue: General Fund				
Categories	Revenue M-T-D Actuals	Revenue Y-T-D Actuals	FY2023 Amended General Fund Budget	Percentage of FY2023 Budget to Actuals
Revenue from Permitting	\$533,011.54	\$7,144,768	\$6,869,012	104%
Revenue from Programs	\$560,713.16	\$1,476,374	\$1,660,047	89%
Application Fee Revenue	\$60,503.25	\$278,208	\$150,000	185%
State Program Revenue	\$122,408.53	\$1,279,314	\$2,442,496	52%
Federal Program Revenue	\$101,972.56	\$175,468	\$162,256	108%
Fines and Penalties	\$12,456.02	\$580,040	\$122,880	472%
Revenue from Interest	\$15,820.76	\$467,289	\$175,000	267%
Revenue from Contracts	\$33,745.70	\$118,819	\$0	
Permit Cancellations	-\$20,917.00	(\$174,378)	\$0	
Total Revenues	\$1,419,714.52	\$11,345,900	\$11,581,691	98%

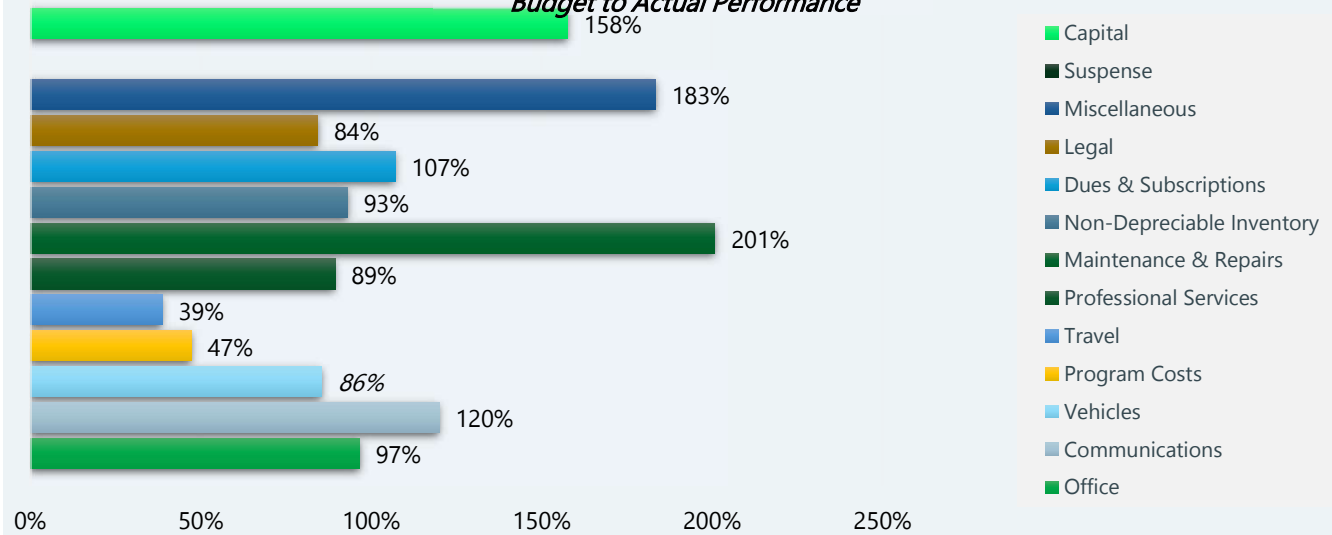
Here the Districts \$11.58M **General Fund Operating Revenue** is broken down by category. Year-to-date actuals are evaluated on a monthly and yearly basis and compared to the Operating Budget. The **June** target of **100%** is slightly under but still sufficient to cover obligations. Revenue is on trend for the month.

AB2766 **Program Revenue** is under because it is usually received two months in arrears. As of this report we have received funds through November. **State Revenue**, is under budget however, these funds are received sporadically from grant sources. Additionally, the budget for the **Fines & Penalties** category, though typically unpredictable, was met entirely during the first month of the fiscal year.

On **September 30, 2022**, the AVAQMD contract ended resulting and a budget amendment was presented to the Governing Board. FY24 is the first full fiscal year without the contract.

Operating Expenditures

Budget to Actual Performance

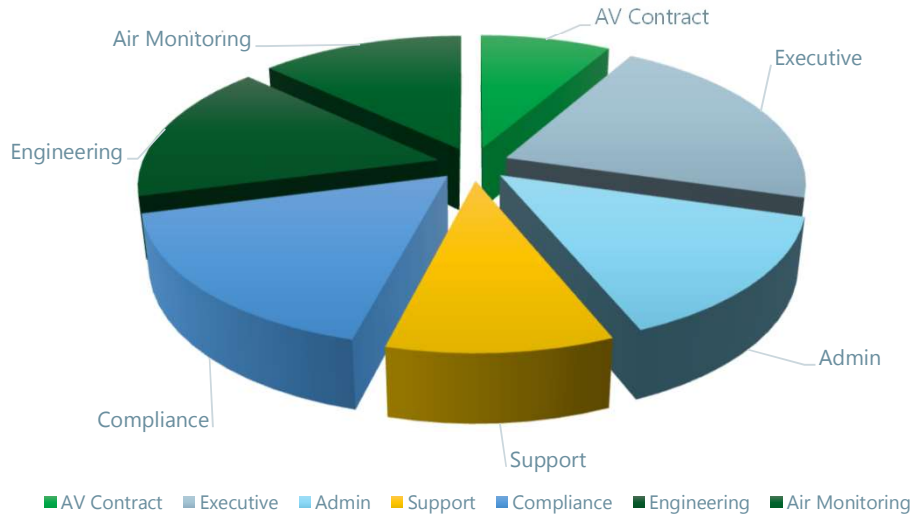


Budget by Categories of Expenses: General Fund				
Categories	M-T-D Actuals	Y-T-D Actuals	FY2024 Budget	Budget to Actuals
Office	\$27,828	\$360,856	\$373,209	97%
Communications	\$3,556	\$73,712	\$61,445	120%
Vehicles	\$7,806	\$63,328	\$74,058	86%
Program Costs	\$65,795	\$1,083,681	\$2,290,999	47%
Travel	\$8,884	\$79,267	\$204,500	39%
Professional Services	\$8,330	\$45,220	\$50,545	89%
Maintenance & Repairs	\$10,026	\$150,684	\$75,021	201%
Non-Depreciable Inventory	\$10,128	\$55,567	\$59,672	93%
Dues & Subscriptions	\$3,182	\$44,904	\$41,925	107%
Legal	\$3,512	\$540,556	\$640,500	84%
Miscellaneous	\$1,362	\$14,779	\$8,060	183%
Suspense	-\$7,884	-\$222	\$0	
Capital	\$234,783	\$1,228,940	\$780,000	158%
Total Expenditures	\$377,309	\$3,741,273	\$4,659,934	80%

The **Operating Expenditures** are displayed by category above. To date, total Districts General Fund expenditures nearly on target at **100%** for the month **June**. Exceedances are within expectations for the year. Exceedances in Capital, Communications, and Maintenance & Repairs are the result of unprecedented building related issues this fiscal year. The legal budget was increased by \$210k; the amount remaining in the budget from the retirement of legal counsel. Fiscal staff are monitoring exceeded categories.

Program Costs of 47% are related to grant activities within the general fund. Grant activity is unpredictable and costs could occur the second half of the fiscal year. Fiscal and Grant staff are monitoring this category for budget impact on a regular and consistent basis.

SALARIES & BENEFITS EXPENSES



Budget by Categories of Salaries and Benefits : General Fund				
Sections	M-T-D Actuals	Y-T-D Actuals	FY2024 Budget	Budget to Actuals
District Wide	-\$32,073	\$45,142	\$113,600	40%
Executive	\$90,763	\$1,432,395	\$1,390,363	103%
Admin	\$94,545	\$1,046,786	\$1,229,970	85%
Support	\$59,646	\$689,357	\$598,761	115%
Compliance	\$108,198	\$1,312,796	\$1,410,414	93%
Engineering	\$93,380	\$1,171,464	\$1,150,717	102%
Air Monitoring	\$64,335	\$839,846	\$1,027,932	82%
Total Personnel Expenses	\$478,793	\$6,537,787	\$6,921,757	94%

Salaries and Benefits are displayed above by department as a part of Total Personnel Expenses. On **September 30, 2022**, the AVAQMD contract ended resulting in reduced revenues and staffing compared to previous years.

1. To date the Districts Total Personnel Expenses is slightly under the **June** target of **100%** target as a result of attrition and inter-District personnel changes.
2. Employees began picking up to as much as an additional 4% of their retirement costs in July 2022. This means that District staff now pay up to the first 12% of their retirement expenses depending on which Tier they belong to. Amounts over 12% are considered a pick-up and are paid by the District.
3. Classic employees make up 49% of all staff. The out-of-pocket retirement for classic and PEPRAs employees is 12% and 9% respectively. This 12% rate is far above the 7% required by CALPERS.
4. Staff received a 1.5% COLA in July 2023.
5. A 15% increase to Districts health care costs was unprecedented. The benefit does not cover 100% of employee medical costs with the difference paid by District staff. Approximately 20% of the Districts staff has out-of-pocket medical costs in excess of available flex dollars.
6. In February the fee study was completed.

From: Michelle Powell
Fiscal Specialist III
 760.245.1661, ext. 6270
 Fax 760.245.2699
 mpowell@mdaqmd.ca.gov

To: Brad Poiriez
 bradp@mdaqmd.ca.gov

Date: July 31, 2024
Subject: Facilities and Fleet



Interoffice Memo

MDAQMD FACILITIES UPDATES

<u>Project</u>	<u>Expense</u>	<u>Status</u>
Solar Project	451,662	In Process
Total		\$451,662

MDAQMD FLEET UPDATES

<u>Vehicles</u>	<u>Expense</u>	<u>Status</u>
2024 Ford Escape Plug In Hybrid	45,353	Completed
2024 Ford Ranges 4 x 4 (1)	42,020	Ordered
Total		\$87,373

The following page(s) contain the backup material for Agenda Item: Receive and file Policies and Procedures Manual for the District's Carl Moyer Program (Moyer Program). Acknowledge the addition of Appendix D to the manual. Presenter: Jorge Camacho, Support Services Supervisor I.
Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #5

PAGE 1

DATE: August 26, 2024.

RECOMMENDATION: Receive and file Policies and Procedures Manual for the District's Carl Moyer Program (Moyer Program). Acknowledge the addition of Appendix D to the manual.

SUMMARY: Receive and file the District's Policies and Procedures Manual for the Moyer Program.

BACKGROUND: Periodically, staff updates grant policies and procedures for efficiencies and to comply with program guidelines. Staff has reviewed and updated the policies & procedures for our Carl Moyer Program which now includes Appendix D. Appendix D – provides information on the MDAQMD's Voucher Incentive Program and it has been added our Policies and Procedures Manual to fulfill program requirement.

A redlined copy of the policies and procedures is included as Exhibit A for your reference. A clean copy is attached as Exhibit B.

REASON FOR RECOMMENDATION: Receive and file.

REVIEW BY OTHERS: This item was reviewed by Karen Nowak, District Counsel as to legal form and by Brad Poiriez, Executive Director on or about August 12, 2024.

FINANCIAL DATA: No changes in appropriation.

PRESENTER: Jorge Camacho, Support Services Supervisor I.

Mojave Desert Air Quality Management District

Brad Poiriez, Executive Director

14306 Park Avenue, Victorville, CA 92392-2310

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www.MDAQMD.ca.gov • [@MDAQMD](#)

Exhibit A





Mojave Desert Air Quality Management District

Carl Moyer Program Policies & Procedures Manual

June 10, 2024 August 26, 2024

14306 PARK AVENUE
VICTORVILLE, CA 92392
PHONE (760) 245-1661 FAX (760) 245-202

Carl Moyer Program Policies & Procedures Manual
TABLE OF CONTENTS

I. PURPOSE1

II. BACKGROUND1

III. PROGRAM TIMELINE /CARB APPLICATION & AWARD PROCESS2

IV. CORRESPONDENCE WITH CARB2

V. MATCHING FUNDS3

VI. PROCEDURE FOR OBTAINING MOYER FUNDS FROM CARB3

VII. DISBURSEMENT OF FUNDS BY CARB4

VIII. PROGRAM OUTREACH5

IX. PROGRAM SOLICITATION5

X. APPLICATION REVIEW/EVALUATION/PROJECT SELECTION.....6

XI. GOVERNING BOARD APPROVAL7

XII. GENERAL CARL MOYER PROGRAM IMPLEMENTATION7

XIII. PROJECT CATEGORIES8

XIV. PROJECT FILE SET UP AND MAINTENANCE8

XV. INSPECTIONS9

XVI. GRANT AGREEMENTS.....10

XVII. EXPENDITURES: PROJECT REIMBURSEMENTS11

XVIII. PROJECT MONITORING/NONPERFORMANCE13

XIX. FISCAL MANAGEMENT.....15

XX. INTEREST EARNED ON CMP FUNDS16

XXI. DISTRICT RECORDKEEPING17

XXII. REPORTING TO CARB17

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

|

Carl Moyer Program Policies & Procedures Manual

I. PURPOSE

This Policy and Procedure Manual provides guidance on how to implement the California Air Resources Board's (CARB) Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) to ensure fair and consistent decision-making, project selection, management, and tracking.

The requirements of the 2017 Carl Moyer Program Guidelines are also incorporated by reference into this manual.

II. BACKGROUND

Established in 1998, the Carl Moyer Program is a state grant program that funds the incremental cost of cleaner-than-required heavy-duty engines and equipment. Public or private entities that operate eligible engines and/or equipment in California can apply for grant funding through their participating local air pollution control or air quality management districts (Districts). Examples of eligible engines and equipment include heavy-duty on-road and off-road, marine, locomotive, stationary agricultural pumps, and airport ground support equipment.

The Carl Moyer Program is designed to cost-effectively reduce smog-forming and toxic emissions from older polluting engines by offering incentives to off-set the cost of newer, cleaner engines and technologies. The regulatory, technological, and incentives landscape has changed significantly since the creation of the Moyer Program. To address evolving needs, the Legislature has periodically modified the Program to better serve California. Most recently, Senate Bill (SB) 513 (Beall, 2015) has provided new opportunities for the Program to contribute significant emission reductions alongside implemented regulations, advanced zero and near zero technologies, and to combine program funds with those of other incentive programs. Three key changes to the program: SB 513 specified that the Board consider the cost of technology and the cost of regulations in establishing a new cost-effectiveness limit thus providing districts options to apply a cost-effectiveness limit for more recent regulations and a cost-effectiveness limit for advanced technology projects that are zero-emission, or alternatively meet the cleanest certified optional standard. The higher limit will provide additional incentive to turn engines and fleets over to the cleanest certified technologies now emerging in the marketplace. SB 513 provides a broader opportunity for air districts to support infrastructure projects. Air districts retain the flexibility to select projects that meet their local needs and priorities. SB 513 also allows for the leveraging of funds by working with applicants to co-fund projects with other incentive

programs up to the cost of the project with the exception that private sector projects contribute a minimum of 15 % cost share.

CARB is responsible for developing the guidelines that Districts use to implement the program. Annually, CARB allocates a portion of the available funding to Districts for local implementation of the program. The original Carl Moyer Program guidelines were revised in 2000, 2003, 2005, 2008, 2011 and 2017. These guidelines have been revised to reflect updates described in the “Carl Moyer Program Guidelines, 2017 Revisions.”

The Mojave Desert Air Quality Management District (MDAQMD) has participated in the Carl Moyer Program since its inception. Historically, project proposals have been accepted and approved on a first come, first served basis. However, the District has now moved to a competitive application process.

III. PROGRAM TIMELINE /CARB APPLICATION & AWARD PROCESS

Generally, the following outlines the Carl Moyer Program timeline:

By end of January	CARB sends application packet to air districts with notice of tentative Program Award amount.
By end of March	MDAQMD Governing Board approves tentative Program Award amount and District submits application packet to CARB.
By end of April	CARB notifies air districts of final Program Award.
By end of May	Executive Director executes the Program Award documents and submits to CARB along with MDAQMD Governing Board approved agenda item.
June 30 of following year	Target date for contracts to be executed.
June 30 of second year	Deadline for air districts to receive fund disbursements.
June 30 of fourth year	Deadline for air district to liquidate funds.

IV. CORRESPONDENCE WITH CARB

District staff shall document any applicable correspondence with CARB staff regarding CARB interpretations, clarification, guidance or possible deviations from the Carl Moyer Program guidelines. District staff will participate in the Carl Moyer Program Incentive Program

Implementation (IPI) Team meetings coordinated by CARB staff when required. The meetings are held about every four months as needed. The IPI meetings give the District an opportunity to be involved in the formation of advisories and guideline modifications, be informed of the status of other local District Carl Moyer Program implementations as well as other CARB related activities.

V. MATCHING FUNDS

Air districts implementing the Carl Moyer Program must commit match funds equaling 15 % of the State funds received. The District uses motor vehicle registration fees (AB 2766) to satisfy this requirement. To count as matching funds, motor vehicle registration fees must be used on motor vehicle projects as defined in the Carl Moyer Guidelines, which also include self-propelled equipment like tractors and forklifts. AB 2766 (\$4 DMV) motor vehicle registration fees may not be used on locomotives or stationary sources. Up to 15% of the match requirement may be provided through unreimbursed “in kind services” (i.e.; the cost of District resources over and above the amount reimbursed by Carl Moyer Program administration funds). See additional details on matching fund requirements in the Program Administration chapter of the Carl Moyer Guidelines.

Once the MDAQMD Governing Board approves a project for Carl Moyer Program funding, District staff shall assign the Carl Moyer Program/matching funds as necessary to ensure that the District’s match requirement is met. District staff shall document those amounts and the specific sources of funds to ensure program timelines are being met. Carl Moyer Program grant agreements do not specify whether the source of funding is program funding or match funding. It is the responsibility of District staff to ensure that state funds are obligated only to eligible projects. Matching funds must also be obligated to eligible projects and used in accordance with the restrictions in the Sections I and J of the Program Administration chapter of the Carl Moyer Program Guidelines.

As the Carl Moyer Program and matching funds are obligated to eligible projects, District staff shall update the “Administrative Information” section of the CARL database by entering the amount of state and matching funds and the specific sources of funds obligated for each project. The CARL database shall be updated for changes to funding sources that the District finds necessary.

VI. PROCEDURE FOR OBTAINING MOYER FUNDS FROM CARB

CARB determines the tentative awards to Districts for each year in accordance with the formula identified in Health & Safety Code Section 44299.2(a). The CARB sends the solicitation packet to the Executive Director in January. The application packet must be completed and submitted by the posted deadline, which is 60 days from the date of the solicitation. The application packet must include: The completed application with original signature; Documentation for the match commitment; MDAQMD Governing

Board agenda item; and a certification that the District's Carl Moyer Policies and Procedures Manual is current and maintained on file with the District. Detailed requirements for each of these items are included in the 2017 Carl Moyer Program Guidelines, in the Program Administration section. The Carl Moyer Program representative for the District prepares the MDAQMD Governing Board agenda item requesting approval of the Carl Moyer Program application, completes the application packet, obtains the signature of the Executive Director, prepares a forwarding letter with the required attachments, and submits the application packet to CARB.

CARB determines the final award for the District. The award is incorporated into a Grant Award and Authorization form, which specifies the amount of the award for projects, the amount for District administrative costs, and the amount of matching funds the District must contribute. Two original Grant Award and Authorization forms are sent to the District. District staff obtains the Executive Director's signature on both originals and submits one original to CARB. The second original is retained with the District's copy of the forwarding letter. A copy of the Grant Award and Authorization form is submitted to Administrative Services for inclusion in the fiscal management files associated with the program. April 30 of each year is the deadline for acceptance of the grant award. As required in the grant award, the District must meet all application stipulations in order to accept an award. From June 30 following the full execution of the agreement, the District has 12 months to obligate funds and 48 months to expend the grant award. Any funds not expended within 48 months as instructed by CARB must be returned to CARB (Health and Safety Code sections 44287(k) and 44299.2(c)). If funds are to be returned to CARB, a check will be sent to CARB with the unused amounts. The District may also redirect their unused funds to another air district or the Rural Assistance Program. For further details please refer to Carl Moyer Guidelines *Redirection of Funds* section.

VII. DISBURSEMENT OF FUNDS BY CARB

To receive a disbursement of Carl Moyer Program funds, the District must submit a Grant Disbursement Request to CARB. The Grant Disbursement Request form is signed by the Executive Director. If there are stipulations on the Grant Award and Authorization form, all stipulations must be met prior to submitting the initial disbursement request. The District will seek its initial disbursement when and if all previous years Carl Moyer Program funds have been obligated to projects, or requests for the funding exceed available funding that the District has already received. For the initial disbursement, the District may request 10 % of its allocation or \$200,000, whichever is greater. If the District submits a request that documents the need for more than 10 % or \$200,000, to the satisfaction of CARB, a larger disbursement may be made. In addition, the District may request all of its administrative funds. The District will receive one check for both administration and project funds. However, the District must account for the administration and project funds separately. Prior to receiving the initial disbursement, the District must submit documentation of the obligation and

expenditure of previous years' Carl Moyer Program funds and required matching funds as follows:

- Expenditure of 100 % of all Carl Moyer Program funds and required District match from allocations awarded two or more years previous. CARB may waive this requirement if expenditures from the previous years Carl Moyer Program are sufficient to compensate for unexpended funds from two or more years previous.
- Obligation of at least 90 % of the previous years Carl Moyer Program and required match funds.

For additional disbursements of Carl Moyer Program funds, the District must submit a Grant Disbursement Request and provide documentation of obligation of previous and current years' funds as follows:

- Obligation of 100 % of all previous years' funds, documented by entering the projects' information into the CARL database and the submission of the executed contracts for those projects.
- Obligation of 50 % of the initial disbursement for the current year documented by entering the projects' information into the CARL database and submitting a copy of approval by board resolution or fully executed contracts. On a case-by-case basis, CARB may accept other documentation of the commitment to obligate current year's funds.

VIII. PROGRAM OUTREACH

Carl Moyer Program materials, District solicitations, individual program applications and other related materials shall be made available to the public through the District's website, or upon request. The following outreach efforts will be considered by District's staff when releasing a solicitation for funding, or other incentive program information:

- ❖ Brochures/Program solicitations
- ❖ Carl Moyer Program mailing and email lists
- ❖ MDAQMD website: www.MDAQMD.ca.gov
- ❖ Publish an article in the District Newsletter
- ❖ General news/ press releases and advertisements
- ❖ Contact engine manufacturer representatives
- ❖ Contact Trade Associations (e.g.; AGC, Farm Advisor, Farm Bureau)

IX. PROGRAM SOLICITATION

The District uses a variety of mechanisms to solicit projects. A Call for Projects may be used by the District in the event that program funds are available (a sample is included in Appendix A). It includes a general announcement and the application forms for each funding category for which project proposals are being solicited. District staff will issue additional solicitations, if necessary, until all funds are obligated.

X. APPLICATION REVIEW/EVALUATION/PROJECT SELECTION

Project applications for Carl Moyer Program funding will be accepted during the MDAQMD's application period. The application period will open on January 1st of every year and close March 31st. The Executive Director has the authority to extend the application period if needed. Applicants shall be notified in writing as to any application deficiencies within thirty working days from the close of the application period (Health and Safety Code section 44288 (a)). Applicants, also acknowledge that the application submitted is not expected to deviate if awarded funding. The MDAQMD, reserves the right to deny applications if the scope of the application changes significantly from what is submitted.

Projects potentially eligible for Carl Moyer Project funding are subject to the criteria and guidelines established by CARB. The District may establish more definitive or specific guidelines at the direction of the MDAQMD Governing Board or The Air Pollution Control Office (i.e. restrict profit earning/sharing for the project life). Such as focusing on projects that operate in a low-income community as defined by AB 1550. Ultimately, the MDAQMD may use discretion to distribute funds equitably throughout its jurisdiction. Senate Bill 513 provides opportunities to co-fund Carl Moyer Program eligible projects with other funding sources. There is no limit on the number of co-funding sources to fund a project as long as total project costs are not exceeded and the applicant cost share requirement is met. Applicants must disclose all co-funding sources in their project application.

Eligibility and cost-effectiveness will be determined in accordance with the state's Carl Moyer Program Guidelines. District staff will rely on the cost-effectiveness results generated by the CARL database as part of the eligibility determination. A pre-inspection will be conducted as part of the eligibility determination (see Section W, Program Administration chapter of the 2017 Carl Moyer Guidelines). If necessary, staff will request a case-by-case review from CARB to determine project eligibility.

For projects requiring the use of the non-calculation form, the MDAQMD will submit the forms to CARB for review prior to awarding and entering into contract with the grantee.

Project eligibility is based on the current Carl Moyer Guidelines and cost-effectiveness results generated by the CARL database using the maximum project life allowed. For the purpose of project selection, eligible projects shall be ranked by cost-effectiveness using at a minimum a three-year project life or the project term as proposed in the project application or the maximum allowable project life and emission reductions calculated using historical throughput/operation within the MDAQMD. The District retains the flexibility to select projects based on local needs, goals, and priorities including, but not limited to the most cost-effective project and available funding. This includes infrastructure projects. The District evaluates infrastructure applications

competitively, considering but not limited to location, public accessibility, readiness and implementation, and on-site power generation system and local needs. Public schools districts may utilize their current competitive bidding process to meet this requirement effectively. An example of a district ranking/scoring evaluation sheet is provided as Appendix C.

Dependent upon the availability of funds and consideration of local priority, eligible projects will be presented to the Governing Board for funding consideration and approval after the application period has closed and all projects have been ranked. Staff may notify the applicant of when the Governing Board will host the meeting for which their project will be consider for funding.

Eligible projects not selected shall remain active for the remainder of the calendar year as back-up project(s). Applicants will be required to update their application information as well as vendor quote once the original application submittal date exceeds six months. The back-up projects will be discarded when the application period opens the following year. Note, all applicants will need to resubmit their application every year if not selected to be considered for funding.

MDAQMD will continue to adhere to the funding limits pursuant to the Carl Moyer Program Guidelines. Eligible Costs of On-road and Off-road Projects are “not to exceed” the eligible amount on which the grant award is calculated. In addition, District retains flexibility to set funding percentages or maximum dollar awards for individual projects to increase the total number of projects funded; and the flexibility to recalculate infrastructure cost funding as needed. For specific project limitations, refer to the 2017 Moyer Guidelines.

XI. GOVERNING BOARD APPROVAL

District staff will recommend projects to the MDAQMD Governing Board for funding approval. Carl Moyer Program grant funds will be deemed encumbered upon MDAQMD Governing Board approval.

XII. GENERAL CARL MOYER PROGRAM IMPLEMENTATION

The CARB is in charge of issuing Carl Moyer Program guidelines and will provide guidance on project-specific questions when requested. The Carl Moyer Program guidelines (and advisories) developed by the CARB serve as the minimum requirements that all air Districts must use to structure local implementation of a Carl Moyer Program funding program. Air Districts may elect to set local standards that are more stringent than those developed by CARB but in no case shall the District’s Carl Moyer Program Policies and Procedures be less stringent than those established by CARB. Districts may fund only those projects that meet the Carl Moyer Program Guidelines and eligibility criteria, or those projects approved on a case-by-case basis by CARB staff. Current Carl Moyer Program Guidelines and advisories can be found at:

https://ww2.arb.ca.gov/sites/default/files/classic/msprog/moyer/guidelines/2017/2017_cm_pgl.pdf. The MDAQMD Governing Board has authorized District staff and the Executive Director to implement the program locally pursuant to the Carl Moyer Program Guidelines for those categories that have been approved by CARB and are applicable to the MDAQMD. If sufficient Carl Moyer Program funding is available, all projects evaluated and determined to be eligible under the guidelines are presented to the MDAQMD Governing Board for consideration. Should requests for funding exceed funding available, all projects will be subject to competitive review. As part of the MDAQMD Governing Board's funding approval, the Executive Director requests to sign grants on the MDAQMD Governing Board's behalf, and the MDAQMD Governing Board approves budget changes necessary to accept and/or obligate funds.

XIII. PROJECT CATEGORIES

The District will accept applications for all project categories which apply to the MDAQMD as referenced in the current Carl Moyer Program Guidelines. As required by program guidelines, Chapter 9, Section C.5 (A) Appendix B describes the District's procedures for the Residential/Commercial Lawn and Garden Equipment Replacement Program.

In addition, the District can participate in the Voucher Incentive Program (VIP) as an eligible project category if/when the District receives supplemental funding from CARB to implement the program. As required by the Voucher Incentive Program Guidelines for On-Road Heavy-Duty Vehicles, Section C-2, 5.F, Appendix D, describes the District's procedures for the VIP. Appendix D does not replace the actual VIP Guidelines and the Guidelines take precedent when it comes to the program.

XIV. PROJECT FILE SET UP AND MAINTENANCE

Once a project application has been reviewed by District staff and deemed eligible under the Carl Moyer Program Guidelines, a project file will be established. Electronic project files will include the following:

- ❖ Project application plus required documentation, i.e. quotes, executive orders, etc.
- ❖ Governing Board minute item approving award
- ❖ Correspondence
- ❖ Pre-inspection documentation
- ❖ Insurance certificates
- ❖ Post-inspection documentation
- ❖ Reimbursement package (defined herein Section XVII)
- ❖ Annual reporting documents

Project files will be retained subject to District retention policy, Standard Practice 4-5.

XV. INSPECTIONS

(A) Pre-Inspection:

Once an application is deemed eligible and before funds are obligated to a project, District staff shall conduct a pre-inspection. If requested by an engine manufacturer representative or potential applicant, District staff may elect to pre-inspect potentially qualifying equipment prior to application submittal.

During the pre-inspection, District staff must take photographs and confirm that the equipment functions and is in such a condition that it would be likely to continue in operation. Existing engines' serial number(s) shall be recorded and/or each existing engine shall be stamped with a unique number assigned by the District before the engine is removed from the equipment. Alternatively, District staff may witness and document that the engine was permanently destroyed and rendered useless before it was removed from the equipment.

An inspection form shall be created and placed in the project file that includes the photographs of each engine, serial number(s) and/or tag number(s) along with other pertinent information. An example of a grant inspection form is included in Appendix A.

Photographs shall be printed and included with the pre-inspection forms in the project file.

No work may begin on the project until after the pre-inspection is complete and the Grant Agreement is executed.

(B) Post-Inspection:

Post-inspections shall be completed on all projects funded under the Carl Moyer Program. Most projects may require more than one post-inspection because the delivered engine, repowered equipment, and the destroyed engines are usually in different locations.

Once the project proponent notifies the District that the project is complete and before making payment on any project, the District must conduct a post-inspection(s) to confirm and document that: 1) the new or repowered equipment is fully functional with the correct engine as specified in the project proposal. District staff shall require the grantee to start the engine on each new or repowered piece of equipment; 2) the new engine serial numbers match serial numbers on the invoices, and 3) the correct old engines have been destroyed in accordance with the specifications contained in the grant agreement. An inspection form shall be created and placed in the project file that includes the photographs, serial numbers and/or stamped identification numbers along with other

pertinent information. This information and photographs must be documented in the post inspection form along with other pertinent information. An example of a grant inspection form is included in Appendix A.

(B) Engine Destruction:

As stated in the Carl Moyer guidelines equipment replacement project requires that the existing equipment be scrapped to permanently remove it from service. This ensures that emission reductions are real and prevents the existing equipment from being moved into another locale to continue emitting high levels of pollutants. Note, both the existing engine and equipment must be destroyed. The destruction method of the equipment will vary depending on the structure of the equipment. Destruction of the equipment must occur at an air district approved salvage yard. The salvage yard will provide the MDAQMD a certificate of destruction form and photographs of the destroyed equipment within 10 days of the equipment being destroyed. An example of the certification of destruction form is included in Appendix A.

In rare instances grantees will be able to destroy the engine themselves with prior written MDAQMD approval and it must be for cause (i.e. recycling yard is closed, no transportation available to take the equipment etc.). An MDAQMD inspector would need to be present to witness the destruction itself. In addition, the cost of resources required to witness the destruction will be incurred by the grantee.

XVI. GRANT AGREEMENTS

Awarded projects will be secured with a contract between the grantee and the MDAQMD. District staff shall create a draft grant agreement for every project recommended to the MDAQMD Governing Board for funding. The current Carl Moyer Program Guidelines list minimum contract requirements that must be included in the grant agreement. Draft grant agreements are created from a standard grant agreement based on the requirements of the Carl Moyer Program Guidelines and as approved by District counsel. A sample grant agreement is included in Appendix A.

As part of the funding request, the Executive Director requests authorization to sign the grants on behalf of the MDAQMD Governing Board, and to make minor revisions to the grant. The project proposal is incorporated in the grant agreement as an attachment.

District staff generates two originals of the grant agreement. Following the MDAQMD Governing Board decision on projects, District staff obtains signatures on the approved grant agreements. An original of the fully executed grant agreement must be sent to the project proponent, Administration Services, Executive Office, and the project file.

If a grant amendment is required, District staff will determine if the amendment increases the total Carl Moyer Program funding amount for the project. If funding is increased, District staff shall re-evaluate the eligibility, cost-effectiveness and any other

applicable requirements to ensure that the project still complies with the most recent Carl Moyer Program Guidelines. District staff will also determine if that type of amendment has previously been approved by District counsel. If District counsel has not previously approved the type of revision required, the proposed revision is sent to District counsel for review.

Once an amendment has been approved by District counsel, District staff sends the project proponent two originals with a request to sign, date, and return them to the District. When the signed amendments are received, the Executive Director signs the originals and copies are distributed as noted above.

XVII. EXPENDITURES: PROJECT REIMBURSEMENTS

(A) Funds will be expended on a reimbursement basis. The following must be completed and/or submitted for reimbursement to be released to the grantee:

- ❖ Post-inspection
- ❖ Detailed invoice
- ❖ Insurance certificates
- ❖ Proof of payment to any/all vendors
- ❖ Proof of destruction for old engine

The District must receive an itemized invoice for a project before payment may be made. A project invoice must include enough detail to ensure only eligible project costs are being reimbursed. District staff shall review the itemized invoice and only pay for eligible expenses.

(B) Charges on repower projects are only eligible for funding if they are required to ensure the effective installation and functioning of the new engine, but are not part of typical vehicle or equipment maintenance or repair. Ineligible repower costs include tires, axles, paint, brakes, and mufflers.

(C) In order to be eligible for Carl Moyer Program funding, labor expenses must be included in the project invoice, including details on the number of hours charged and the hourly wage.

(D) Taxes, installation costs for eligible hardware, and transport costs for eligible hardware are eligible for Carl Moyer Program funding with the following exceptions. Installation labor cost incurred by a grantee's own employees is not eligible for funding.

(E) A potential grantee **may not** order or make a down payment on a new engine, piece of equipment, or vehicle prior to contract execution. Dealers ordering engines, equipment, or vehicles prior to District approval of grant applications

assume all financial risk, and are in no way ensured Carl Moyer Program funds. A grantee may not receive engines, equipment, or vehicles, nor may work begin on a repower or retrofit project until the project contract is fully executed.

- (F) Payments shall be made directly to the grantee unless otherwise authorized to pay the vendor directly. In these instances, the grantee must complete a pay vendor direct authorization form that will be included in the project file. A sample of the form is included in Appendix A.
- (G) For all on-road projects, if a compliance check was not previously completed, the District shall verify with its CARB District liaison that there are no outstanding violations prior to payment.
- (H) For projects where the participant must comply with an CARB regulation early to receive funding, invoices may not be paid until the project participant has provided documentation that early compliance has been achieved. A project participant may demonstrate early compliance via a detailed letter signed by the vehicle or equipment owner or legal representative or, if the regulation requires CARB to certify compliance, through CARB certification.
- (I) Invoices received after a project post-inspection has been completed must be evaluated for consistency with the project post-inspection form.
- (J) The District shall maintain copies of all invoices and documentation of payment in the project files.
- (K) As project milestones are achieved and documented through the post-inspections described in Section XV, District implementation staff shall request Administrative Services to make payments to grantees using a payment authorization request form. The request for reimbursement with documentation as noted above will be submitted to Administrative Services for payment. Administrative Services will issue payment in accordance with the award authorized by the MDAQMD Governing Board by minute action. A copy of the itemized invoice shall be attached to the memorandum as necessary to document costs.

In the event that an incomplete reimbursement package is processed and approved, the funds will not be released to the grantee until the deficiency has been corrected and reimbursement package is complete.

XVIII. PROJECT MONITORING/NONPERFORMANCE

(A) ANNUAL REPORTING

Grantees are required (as a condition of the grant agreement) to submit annual reports for the life of the project. The annual reports are designed to give the District an understanding of how the equipment funded is being used and performing, and where this activity is occurring. Grantee will also demonstrate that the project equipment is not being underutilized in favor of other, higher-polluting equipment. In the alternative, grantee may demonstrate that if the equipment is underutilized that the underutilization was due to unforeseen conditions beyond Grantee's control.

The District will mail (paper or electronically) reporting forms to each grantee each year upon the annual anniversary date of the completed project; responses from the grantee will be due within 30 days. District staff will send out one follow-up reminder 14 days after the original submittal date has passed. Grantees that do not comply with the reporting requirements are subject to District auditing as specified in the state Carl Moyer Program Guidelines. A copy of an annual reporting form is included in Appendix A.

(B) AUDITS

District staff shall annually conduct audits of all Year 12 and later projects for which the annual reporting form was not submitted.

District staff shall conduct audits of projects funded with Carl Moyer Program Funds. Annually, audits must include at least 5 % or 20 randomly selected active projects (whichever is less): the district may include in this total the audits of projects with reporting deficiency.

District staff shall also conduct audits on at least 5 % of Year 12 and later projects at the end of their contract term and all Year 12 and later projects that were found to be more than 30 % below the contracted activity level during any previous audit and/or may grant a waiver under current Moyer Guidelines

Audits shall include verification that the funded engines are still operational in the same equipment and meet the mileage, fuel usage, or hours of operation indicated on the executed contract. This shall be completed by checking the serial number of the engine; witnessing the engine operate, and checking the odometer, hour meter/usage device, fuel receipts, or Electronic Monitoring Unit (EMU).

(C) NONPERFORMING PROJECTS

All grant agreements contain a provision that if it is found that the grantee is in breach of the terms of the agreement including the operational time provisions as specified in the agreement and scope of work (see sample in Exhibit A) the Carl Moyer Program grant funds must be returned on a pro rata basis. If annual reports indicate that project activity is more than 30 % below the level of use committed to in the grant agreement for a period of three years on average, the District may do any of the following: grant a waiver that includes but is not limited to extending the reporting term; recalculate the project's cost-effectiveness; attempt to recover funds or consult with CARB to determine what, if any, action must be taken to ensure the emissions benefits are realized and captured per most recent Carl Moyer Project Guidelines. In addition, the District shall audit all of the other engines owned by the same participant and included in the same Carl Moyer Program funded project.

The District's action regarding non-performing projects shall conform to the following guidelines:

1. Extend reporting term as a waiver option. The District may grant extended reporting term for reporting purposes to capture the required emission reductions. The grantee must continue the contract reporting term and must provide documentation that the engine, vehicle, or equipment is not being underutilized in favor of operating other, higher-polluting equipment and the underutilization was due to unforeseen conditions beyond the grantee's control.

To be considered for a waiver, the grantee must provide a written request to the District along with documentation that substantiates the need for the waiver and verifies that higher-polluting equipment is not consequently receiving more use. Acceptable documentation include documentation from appropriate governmental agencies regarding surface water deliveries and fallow land, relevant logs regarding the amount of groundwater pumped in lieu of surface water deliveries, agricultural pump engine registration or permit information, records that show that idled vehicles or equipment are still owned by the grantee, relevant information from CARB's Diesel Off-Road On-line Reporting System (DOORS), or other pertinent records. Project equipment and operations records available for auditing purposes.

Grantee shall be notified in writing as to the District's decision on granting a waiver.

After the extended contract term on all hours each unit operated during the extension shall be considered in aggregate against the total hours required under the contract. Project completion will be determined by the District and if any portions of the agreement remain to be satisfied.

2. Recalculate a project’s cost-effectiveness. The District shall recalculate a project’s cost-effectiveness based on the reported decrease in usage. If the project is still below the cost-effectiveness cap effective on the date of contract, the District shall continue to monitor the project over the next year to determine if additional actions are necessary. A waiver is not required in this event.
3. Recover funds. Return funds in proportion to the loss in emission reductions.

The level of effort the District takes to recover funds may be guided by circumstances such as 1) The existence of fraud or intentional misuse of funds, 2) The amount of Carl Moyer Program funding involved, and 3) The ability of the applicant to repay the funds.

XIX. FISCAL MANAGEMENT

- (A) Allowable Costs. Carl Moyer Program administrative funds shall be used only for Carl Moyer Program administration and outreach including: District staff time; consultant fees; printing, mailing, and travel costs; project monitoring and compliance expenses; and indirect costs such as general administrative services, office space, and telephone services. Indirect costs can include the purchase of software used to directly or indirectly support Moyer Program Activities.
- (B) Required Documentation. The District shall maintain the following documentation of Carl Moyer Program funds used for administration and outreach:
 1. Personnel documentation will be documented with timesheets.
 2. Printing, mailing, and travel expenses will be documented with receipts and/or invoices.
 3. The District travel cost criteria will be consistent with the District’s written travel policies for other District programs and shall be documented by expense reports.
 4. Indirect cost calculation methodology to determine indirect costs of program administration is described below:

The primary basis for determining the indirect cost rate is direct salaries and benefits associated to the program.

$$\text{Indirect Cost Rate} = \frac{\text{Total Program Salaries and Benefits}}{\text{Total District Salaries and Benefits}}$$

The calculated indirect cost rate is applied to the allowable indirect costs (as determined by Administrative Services). The direct salaries and benefits reflect an after-the-fact distribution of actual work hours reported by District staff using project codes applicable to the Carl Moyer Program. This allocation methodology proportionately allocates costs in a

manner that most accurately reflects the benefits of the services and supplies provided. Exceptions to this are those services and supplies that the calculated indirect rate calculation may not apply. In this case, other methods deemed reasonable will be used to determine the appropriate indirect cost allocation. The basis used will be clearly identified including justification as to why it is applied to the indirect cost.

Administrative Services shall maintain documentation for all costs referenced in the indirect cost calculation formula including explanation for any deviations to the indirect cost calculation.

- (C) Availability of Records. The above documentation, records, and referenced materials shall be made available for review during CARB or other State agency monitoring visits and audits. These records shall be retained for a minimum of two years after submittal of the final report for that funding cycle to CARB or any longer period as CARB directs in the most recent Carl Moyer Guidelines.
- (D) Project Tracking Document. District staff shall maintain expenditure spreadsheets that document the current state of obligations and expenditures for each program year. Spreadsheet expenditures shall be updated each time a payment request is sent to Administrative Services. Spreadsheet obligations shall be updated each time the MDAQMD Governing Board approves a new project.

XX. INTEREST EARNED ON CMP FUNDS

Any interest accrued on Carl Moyer Program funds provided by the State that are deposited in interest bearing accounts must be reported to CARB. The interest income must be expended on projects that meet the current Carl Moyer Program Guidelines in accordance with the timelines in the Guidelines. Projects funded by interest earned shall be entered into the CARL database.

The District maintains a segregated trust account that tracks revenues, expenditures, and interest. Interest calculation for all fiscal programs, including the Carl Moyer Program, is performed by the Finance Section of the District. The District segregates its Carl Moyer Program funds into separate accounts for Carl Moyer Program administration and Carl Moyer Program projects. The District uses all interest earned in the project account to fund program administration or eligible Carl Moyer Program projects.

The District Finance Section staff tracks and reports on earned interest using the Funding Cycle Method.

XXI. DISTRICT RECORDKEEPING

Project files will be retained subject to the District's retention policy, Standard Practice 4-5 (included in Appendix A).

Paperless System for Record Keeping-For the district now maintains electronic records for incentives/grants. The District maintains project and grant folders. Grant folders, contain electronic versions of agreements and exhibits with CARB on incentive funding(s). The project folder contains all documentation required by the incentive program's guidelines. Furthermore, the records are stored on an internal server and backed-up on a regular basis in accordance with ~~our~~ the District's IT back-up policy.

XXII. REPORTING TO CARB

District staff will enter all applicable projects into the CARL database.

APPENDIX A Sample Documents

1. Sample Call for Projects
2. Sample Project Application
3. Sample Award Letter
4. Sample Pay Vendor Direct Authorization Form
5. Sample Inspection Forms
6. Sample Annual Reporting Form
7. Sample Certification of Destruction Form
8. Sample Grant Agreement
9. Standard Practice 4-5

The Carl Moyer Standards Attainment Program

Call for Projects

Beginning in June 2009, the Mojave Desert Air Quality Management District (MDAQMD) began accepting applications for grants from owners of heavy-duty diesel-powered equipment. The grant funds would help owners of heavy-duty diesel vehicles, mobile equipment, marine vessels, locomotives, and agriculture pumps reduce air pollution by partially paying for the cost of upgrading their equipment with cleaner technology. The program is named after the late Dr. Carl Moyer, in recognition of his work in the air quality field and his efforts in bringing about this incentive program.

The MDAQMD evaluates all applications for eligibility and ranks the projects based on cost effectiveness. The proposals that reduce the largest amount of air pollution for the lowest amount of funding have the best chance of receiving grant awards. The 2017 Carl Moyer Program Guidelines spell out eligibility criteria, cost effectiveness calculations, and conditions that equipment owners must agree to, including future operating requirements and restrictions. The 2017 Guidelines are available at the following website: <https://ww2.arb.ca.gov/guidelinescarl-moyer>.

Applicants are required to submit all information necessary to determine eligibility and calculate emission reductions and cost effectiveness such as hours of operation, fuel use, details about the existing engine(s) and the proposed new engine(s), and cost quotes from vendors. MDAQMD staff will assist applicants at no cost with the development and submittal of proposals. Application forms, additional information, and assistance, are available by request from Jorge Camacho, Grants Analyst, at 760-245-1661 ext. 2020 (jcamacho@mdaqmd.ca.gov or grants@mdaqmd.ca.gov).

Details for all project categories are contained in the state 2017 CMP Guidelines.

Special Note: Projects funded via the Carl Moyer Program cannot generate Emission Reduction Credits (ERCs) pursuant to MDAQMD Regulation XIV or be used for offsets pursuant to Regulation XIII.

III. SCHEDULE

<u>DATE</u>	<u>EVENT</u>
Open	Call for Projects available
Open	Applications received; applications may be subject to competitive review.

APPLICATION REVIEW/AWARD PROCESS	
Ongoing	Competitive application review (if needed). Staff reviews applications and prepares recommendations to the Governing Board.
Ongoing	Governing Board approves or rejects recommendations
30-60 Days	Contract preparation & execution

ONGOING (if funding available exceeds eligible requests for funding)	Staff reviews applications and prepares recommendations to Governing Board for projects until all available funds have been awarded.
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IV. ELIGIBLE PROJECTS/SELECTION CRITERIA

Applications will be subject to the criteria in CARB's Guidelines. The complete Carl Moyer Program guidelines are available at <https://ww2.arb.ca.gov/guidelines-carl-moyer>.

V. APPLICATION SUBMITTAL REQUIREMENTS

Applicants must complete the appropriate application forms, a disclosure statement and an application statement. These forms may be accessed on MDAQMD's website at https://ww2.arb.ca.gov/sites/default/files/classic/msprog/moyer/guidelines/2017/2017_cmpgl.pdf. All applications must follow the directions below and all requested information must be supplied:

◆ Proposals should be directed to:

Grants Section
Mojave Desert Air Quality Management District
14306 Park Avenue
Victorville, CA 92392

Disposition of Proposals - MDAQMD reserves the right to reject any or all proposals. All proposals become the property of the MDAQMD. Proposals are valid only during the current funding cycle that the proposals are submitted.

Modification or Withdrawal - Once submitted, additional information and/or proposal revisions will be considered only at the discretion of MDAQMD. Project proponents should inform MDAQMD immediately if there is need to withdraw a proposal.

Grounds for Rejection - A proposal may be rejected if:

- It is received outside the exact time frames set for receipt of proposals.
- It is not received at the specified location.
- It is not signed by a responsible representative of the proposer.
- The proposal does not meet the criteria set forth in CARB's guidelines.
- MDAQMD staff determines that the project is ineligible.

VI. FUNDING LIMITS

The Carl Moyer Program is intended to fund the **differential cost** only between existing technology and low emission technology. In no case will the amount funded have a cost effectiveness ratio that exceeds \$30,000/weighted ton of pollutants reduced. No administrative costs will be funded.

VII. CONTRACT PREPARATION AND FUNDS DISTRIBUTION

Those projects that are chosen for funding will be required to complete a contract with the MDAQMD in order to receive funds. Contract preparation for Carl Moyer Program projects will begin immediately upon approval of projects by the MDAQMD Governing Board and will be reviewed by District Counsel.

Once a contract has been executed, the MDAQMD will provide the grantee with one final copy of the signed contract and written instructions on how to request funds. Funds awarded will be released on a reimbursement basis.

The contract will require the applicant to perform adequate record keeping substantiating the emission reductions associated with the project. The scope and duration of necessary record keeping will vary depending upon the nature of the project, but will be based upon the engine life identified in the application. The contract will also include requirements for monitoring and reporting by the proposer. The MDAQMD reserves the right to conduct a fiscal audit to ensure appropriate expenditure of the Carl Moyer funds.

Proprietary Rights - Applicants wishing to propose the use of proprietary data developed solely at their own expense should clearly identify such data and the restrictions on its use in their proposals.

VIII. AUDIT PROCEDURES

Any entity that receives funds from the Carl Moyer Program may be subject to an audit of each project funded. The audit may be conducted by MDAQMD staff or by an independent auditor selected by MDAQMD. The purpose of the audit will be to determine if the funds were used in a manner consistent with the Carl Moyer Guidelines and contract terms.

If MDAQMD determines that the funds were expended in a manner contrary to law or not in accordance with contract provisions, MDAQMD will notify the contractor of the determination, and the MDAQMD Governing Board will hold a public hearing at which the contractor may present information related to the expenditure of funds. After the hearing, if the Governing Board determines that the contractor has expended the funds in a manner that is contrary to law or not in accordance with contract provisions, MDAQMD shall withhold monies from the contractor in an amount equal to the amount that was inappropriately expended. MDAQMD may instead choose to seek repayment of funds inappropriately expended.

IX. IF YOU NEED HELP

MDAQMD staff members are available to answer questions during the application preparation period. Please direct inquiries to Jorge Camacho, Grants Analyst, at (760) 245-1661, ext. 2020.

Mojave Desert Air Quality Management District

Brad Poiriez, Executive Director

14306 Park Avenue, Victorville, CA 92392-2310

760.245.1661 • Fax 760.245.2699

Email: grants@mdaqmd.ca.gov

www.MDAQMD.ca.gov • @MDAQMD

Carl Moyer Program

Heavy duty diesel emissions reduction program application

All applicants must complete this form.



Please type or print all information on this and any attached applications.

Section 1: Applicant information

COMPANY NAME:											
TYPE OF BUSINESS:											
CONTACT PERSON:											
MAILING ADDRESS:											
CITY:						STATE:			ZIP:		
PHONE:			FAX:			EMAIL:					
PHYSICAL ADDRESS (IF DIFFERENT FROM MAILING):											
PHYSICAL CITY:									ZIP:		
NAME OF SIGNEE:											
TITLE OF SIGNEE:											
TAX ID (Check one)	<input type="checkbox"/>	FEDERAL EMPLOYERS ID #	<input type="checkbox"/>								
<input type="checkbox"/>	INDIVIDUAL/SOLE PROPRIETOR										

Section 2: Engine vendor/salesperson information

COMPANY NAME:											
CONTACT PERSON:											
ADDRESS:											
CITY:						STATE:			ZIP:		
PHONE:			FAX:			EMAIL:					

Section 3: Application statement

All information provided in this application will be used by the Mojave Desert Air Quality Management District to evaluate the eligibility of this application to receive incentive funds. MDAQMD staff reserves the right to request additional information of the applicant and can deny the application if such information is not provided.

- I certify to the best of my knowledge that the information contained in this application is true and correct.
- I have the legal authority to apply for incentive funding for the entity described in this application.

PRINTED NAME OF RESPONSIBLE PARTY:											
TITLE:									DATE:		
SIGNATURE OF RESPONSIBLE PARTY:											

Section 4: Third-party application preparation

PREPARATION FEE:	SOURCE OF FUNDING:
PRINTED NAME OF RESPONSIBLE PARTY:	
COMPANY:	TITLE:
SIGNATURE OF RESPONSIBLE PARTY:	DATE:

Section 5: Deliverables

All applicants must provide the information

m.

Provide the information detailed below. Attach additional pages if necessary.

- A program schedule, with project milestones and dates clearly identified:

- Record-keeping for the life of the funded project: Please list steps taken to ensure information is available to provide at a minimum of the following reports:
 - 1. Quarterly status reports** until the equipment purchase has been accomplished. These reports shall include a discussion of any problems encountered and how they were resolved, any changes in the schedule, and recommendations for completion of the project. These progress reports are required before payment will be made.
 - 2. An annual report**, for the duration of the project life used to determine cost-effectiveness, which provides the annual hours of operation, amount and type of fuel used, and operational maintenance issues encountered and how they were resolved. All equipment will be required to have a non-resettable hour meter or odometer installed. MDAQMD reserves the right to verify the information provided.

- Refueling (alternative fuels only: Describe how and where equipment will be refueled (on-site, existing facility, mobile equipment, etc.):

Section 6: Vehicle/equipment information

PRIMARY FUNCTION OF VEHICLE:	
PRINTED NAME OF RESPONSIBLE PARTY:	
COMPANY:	TITLE:
EQUIPMENT TYPE (Check one):	
Off Road NEW	Off Road REPOWER
Off Road RETROFIT	On Road NEW
On Road RETROFIT	On Road REPOWER
Locomotive	Agricultural
Forklift	Auxiliary Power Unit
GSE	Other

ANNUAL VEHICLE USAGE

OPERATION WITHIN CALIFORNIA (%):	OPERATION WITHIN MDAQMD BOUNDARIES (%):
ESTIMATED ANNUAL USAGE (HOURS, MILES AND/OR FUEL):	

PROJECT INFORMATION

PROJECT TYPE (select one): Replacement of one (1) existing engine/piece of equipment for one (1) new engine/piece of equipment Replacement of multiple existing engines/pieces of equipment for one (1) new engine/piece of equipment. Number of existing engines being replaced: _____	
METHOD OF VEHICLE/EQUIPMENT PURCHASE (Please note: This grant is designed as a reimbursement after purchase) (select one): Purchase in full Use of short-term financing (PO account, Net 30 terms, etc.) Use of long-term financing (the grant amount must immediately go toward principal)	
IS THE EQUIPMENT REGISTERED, DOMICILED OR OPERATED A MAJORITY OF THE TIME (check all that apply): Within the boundaries of a disadvantaged community census tract , as defined by SB 535 Within the boundaries of a low-income community census tract , as defined by AB 1550 Outside of a disadvantaged community, but within 1/2-mile of an SB 535 disadvantaged community and within an AB 1550 low-income community census tract Within the boundaries of a low-income household	
TOTAL PROJECT COST:	TOTAL FUNDING AMOUNT REQUESTED: Maximum eligible Other: \$ _____

EXISTING (BASELINE) EQUIPMENT INFORMATION

EQUIPMENT TYPE:		EQUIPMENT IS:		
		MOBILE	PORTABLE	STATIONARY
EQUIPMENT MAKE:	EQUIPMENT MODEL:	EQUIPMENT YEAR:		
EQUIPMENT SERIAL NUMBER:				
NUMBER OF MAIN ENGINES ON THIS EQUIPMENT:				
ENGINE FAMILY (for controlled engines only):		ENGINE TIER (for controlled engines only):		
ENGINE MAKE:	ENGINE MODEL:	ENGINE YEAR:		
ENGINE HORSEPOWER:		ENGINE FUEL TYPE:		
ENGINE SERIAL NUMBER:				

REPLACEMENT (NEW) EQUIPMENT INFORMATION

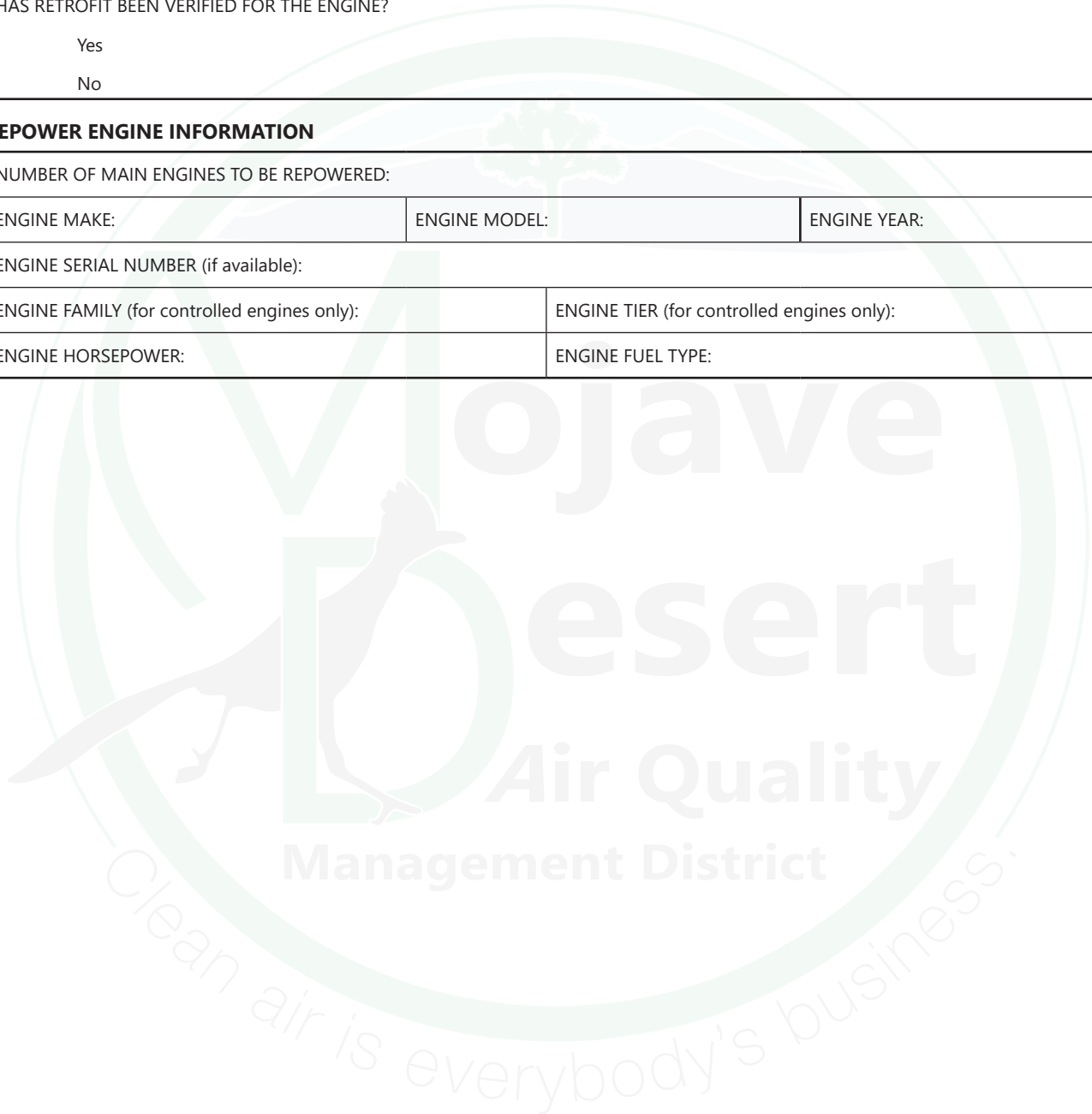
REPLACEMENT EQUIPMENT TYPE:				
EQUIPMENT MAKE:	EQUIPMENT MODEL:	EQUIPMENT YEAR:		
EQUIPMENT SERIAL NUMBER:				
NUMBER OF MAIN ENGINES ON THIS EQUIPMENT:				
ENGINE FAMILY:		ENGINE TIER:		
ENGINE MAKE:	ENGINE MODEL:	ENGINE YEAR:		
ENGINE HORSEPOWER:		ENGINE FUEL TYPE:		

RETROFIT PROJECT INFORMATION

ARB-verified RETROFIT DEVICE MANUFACTURER:	
RETROFIT DEVICE MAKE:	RETROFIT DEVICE MODEL:
RETROFIT DEVICE ARB EXECUTIVE ORDER NUMBER:	
RETROFIT DEVICE SERIAL NUMBER (if available):	
ARB-verified PM REDUCTION (%):	ARB-verified NOx REDUCTION (%):
HAS RETROFIT BEEN VERIFIED FOR THE ENGINE? Yes No	

REPOWER ENGINE INFORMATION

NUMBER OF MAIN ENGINES TO BE REPOWERED:		
ENGINE MAKE:	ENGINE MODEL:	ENGINE YEAR:
ENGINE SERIAL NUMBER (if available):		
ENGINE FAMILY (for controlled engines only):	ENGINE TIER (for controlled engines only):	
ENGINE HORSEPOWER:	ENGINE FUEL TYPE:	



Application requirements checklist

	<p>COMPLETED APPLICATION: If the owner, partner or corporate officer will not be signing the Grant Agreement, please provide a letter naming and authorizing another individual to sign the grant agreement and other documents on behalf of the business.</p>
	<p>W-9 FORM: Complete and submit IRS form W-9, included as Page 6 of this packet. MDAQMD will issue form 1099 as required by law.</p>
	<p><u>PARTICIPATING DEALER QUOTE & SUPPORTING DOCUMENTS FOR NEW EQUIPMENT:</u> New equipment must be purchased from a District approved dealer. (Equipment and parts are eligible for funding only if they are required to ensure the effective installation and functionality of the equipment/engine.)</p> <p>Quote for the new equipment, itemizing all standard equipment and options, including tax and delivery.</p> <p>Evidence of warranty with minimum parts and labor coverage on engine and drive train for 1 year, 1600 hours. Warranty costs are not eligible for grant funding.</p> <p>Optional: An itemized quote of the parts and labor necessary to install the highest level ARB verified retrofit device available on the new engine.</p> <p>Copy of ARB Emissions Executive Order for new engine and/or retrofit device.</p> <p>Manufacturer's specification sheet for the new equipment, engine, and/or retrofit device.</p>
	<p>ANNUAL USAGE: Include documentation of the equipment usage for at least the twenty-four (24) month period immediately prior to the application date. More than 24 months' usage can be considered if the average over that period is more indicative of future usage. Engine hour documentation is preferred. Please provide at least one of the following types of usage documentation:</p> <p>Hour meter reading log collected at minimum of once per year from an installed and fully functioning hour meter, or;</p> <p>Historical fuel usage documentation specific to the old equipment. Documentation must include fuel logs, purchase receipts, or ledger entries, or;</p> <p>At least two items from the following list:</p> <ul style="list-style-type: none"> • Revenue and usage records that identify operational, standby, and down hours for the equipment; • Employee timesheets linked to specific equipment use; • Preventative maintenance records tied to specific hours of equipment use; • Repair work orders specific to the equipment; • Six months of tracking normal equipment usage with a functional, tamper proof hour meter with prior District approval <p>Limited usage documentation or other circumstances will be considered on a case-by-case basis. Prior to contracting, the District will conduct a pre-inspection of the old equipment to verify its operational status.</p>
	<p>MDAQMD INSPECTION OF EXISTING EQUIPMENT: Arrange with the District an on-site inspection of the existing equipment.</p>

	<p>PROOF OF EXISTING EQUIPMENT OWNERSHIP AND RESIDENCY IN CALIFORNIA (2 YEARS):</p> <p>Bill of sale for existing equipment; and</p> <ul style="list-style-type: none"> • One of the following: • Tax depreciation logs • Property tax records • Equipment insurance records • Bank appraisal for equipment • Maintenance/service records • General ledgers • Fuel records specific to existing equipment • Other: <p>If no bill of sale, must provide 2 items from list above</p>
	<p>TRUCRS REPORT: Attach report from ARB On-Road Heavy-Duty Diesel Reporting system, if required.</p>
	<p>DOORS REPORT: Attach report from ARB Diesel Off-road, On-line Reporting system, if required.</p>
	<p>CERTIFICATES OF INSURANCE: Provide current certificates of insurance with your application as evidence of coverage for General Liability and Worker's Compensation*. * If the Applicant is exempt from the requirement of maintaining workers compensation insurance, provide evidence of such exemption.</p>
	<p>CERTIFICATES OF INSURANCE: Funded projects will be required to provide certificates of insurance endorsing the District as additionally insured for this project for General Liability and Property Insurance that covers the replacement cost of the new equipment. When these policies, as well as your Worker's Compensation policy are renewed or changed, updated certificates must be submitted to the APCD until the Grant Agreement expires.</p>
	<p>FINANCING DOCUMENTATION: If the Grantee obtains financing to assist in the purchase of replacement equipment, full documentation of financing must be provided to the APCD. No more than the Grantee's share of the cost of the equipment may be financed.</p>

LOAN ASSISTANCE: Loan assistance may be available for equipment replacement through the California Capital Access Program (CalCAP). Contact your lender for eligibility requirements and to see if they participate in CalCAP. Additional information on CalCAP loans is available from the ARB at: www.arb.ca.gov/ba/loan/off-road/off-road.htm or at 866-6-DIESEL, and from the California Pollution Control Financing Authority at: www.treasurer.ca.gov/cpcf/calcap.asp For a list of participating lenders, see: www.treasurer.ca.gov/cpcf/calcap/institutions.pdf

After replacement equipment is delivered

	<p>MDAQMD INSPECTION OF NEW EQUIPMENT: Arrange with the District an on-site inspection of the new equipment.</p>
	<p>SALVAGE CERTIFICATION FORM: Salvage yard must be a District approved salvage yard. Submit this form to the District within 30 days of receiving new equipment.</p>
	<p>FINAL INVOICE FROM DEALERSHIP: The applicant cannot finance more than their portion of the cost of the new equipment</p>

Mojave Desert Air Quality Management District
Carl Moyer Program - Application Statement

Please initial each item to signify that you understand and agree with each statement. If you have questions on any of the statements, please call 760-245-1661, ext. 2020 or email grantsBofcsocf.ca.gov.

Kpkkenu

- ___ Kf cxg'ngi cn'cwj qtkv' 'v'cr r n' 'hqt i tcpvhwf kpi hqt 'vj g'gpvkv' 'f guetkdgf 'kp'vj ku'cr r n'ecvqp0
- ___ Vj g'r tqr qugf 'r tqlgevku'pqv'tgs wktgf 'v'dg'ko r ngo gpv'gf 'd{ cp{ mecn ucvg. cpf lqt hgf gten twrg.'tgi wrcvqp.'qt'qvj gt ngi cm' 'dkpf kpi 'tgs wktgo gpv0'
- ___ P q tgr mego gpv'gpi kpglgs wkr o gpv'xgi kengu'j cxg'dggp'r wtej cugf 'cpf 'pq'y qtm'qp'vj ku r tqlgev'j cu'dgi wp'qt'y kn'dgi kp'wpv'kv'j g'I tcpvCi tgggo gpv'ku cr r tqxgf 'd{ 'vj g'Dqctf 'cpf " uki pgf 'd{ 'vj g Gzgewkxg'F kgevqt0'
- ___ Kw'pf gtuc'pf 'vj cv'ko wuv'eqo r ngv'g vj g r wtej cug.'tgr qy gt.'qt tgv'qhk'y qtm'ur gek'kf 'kp'vj g cr r n'ecvqp'pq'rcvgt'vj cp'3: 'o qp'vj u chgt'cr r tqxcn'qh'vj g I tcpvCi tgggo gpv'cpf 'y kn'dg tgs wktgf 'v'uwo kvc'r tqi tguu tgr qtv'wpv'kv'j cv'y qtm'ku eqo r ngv'0 Vj ku f gcf r'kp'g'o c{ dg" gct'ngt vj cp 3: o qp'vj u chgt'cr r tqxcn'qh'vj g'I tcpvCi tgggo gpv'kp ecugu y j gt'g'c'tgi wrcvqt { f gcf r'kp'g'ku cr r tqcej kpi 0 Vj ku f gcf r'kp'g'o c{ dg'gz'w'pf gf kp uqo g'ektewo ucpegu kh tgs wguv'gf 'd{ 'vj g cr r n'ecv'p'cpf 'cr r tqxgf 'kp'y tkkpi 'd{ 'vj g OFCSOF0
- ___ Kw'pf gtuc'pf 'vj cv'k'ku'o { tgr qpuk'kr'kv' 'v'g'puwt'g'vj cv'cm'v'ej pqm'i kgu'ct'g'g'kj gt'xgt'k'kf qt" egt'v'k'gf d{ vj g'Ecn'k'q'pk' 'Ck Tguq'w'egu Dqctf *ECTD+v'q tgf weg'P Qz cpf lqt RO r qmw'cpw0
- ___ Kw'pf gtuc'pf 'vj cv'cp{ gpi kpglgs wkr o gpv'xgi kengu d'kpi 'tgr megf w'pf gt'EctnO q{ gt'Rtqi tco o wuv'dg r gto cpg'pw' f g'utq{ gf 'cpf 't'g'pf gt'gf 'wug'gu'0'F luo cpv'gt'tgs wktgo gpv'k'pen'f g.'dw ctg'pqv'ko k'gf vq ugx'gt'gf h'co g'tcku cpf 'c'j qng'kp vj g'gpi kpg'dm'qemcu ur gek'kf kp vj g" ewtt'gpvi w'f g'kp'gu'0'Vj ku y qtm'y kn'dg'f qewo gpv'gf 'd{ OFCSOF 'k'pur gev'qp0'
- ___ Kw'pf gtuc'pf vj cv'htq' gpi kpg'tgr mego gpv'r tqlgeu. vj g'gpi kpg'o c{ 'pqv'dg'tgo qxgf 'htqo 'vj g xgi keng'lg' wkr o gpv'wpv'kv'j g'o cpw'c'ewt'gt'ur gto cpg'pw' o ctng'f ugt'k'cn'pwo dgt ku o cf g" eng'ctn' ngi k'ng cpf 'k'pur gev'gf 'd{ OFCSOF 'r tgu'pp'gr0'K'p'q'ug't'kn'p'wo dgt 'ku'ngi k'ng.'Ky kn o cng'egt'v'kp vj cv'cp OFCSOF 'tgr t'gug'p'v'x'g'j cu'f qewo gpv'gf 'c'w'p'k'wg k'p'f g'k'k'ng'o ct'm'qp" vj g'gpi kpg'r tkqt'v'q'tgo qxcn'vj cv'g'puwt'g'vj g gpi kpg'au k'f gpv'kv' ecp dg'xgt'k'kf chgt tgo qxcn'0' Cng't'p'v'x'gn' cp OFCSOF tgr t'gug'p'v'x'g'o c{ y kpg'uu vj cv'vj g'gpi kpg'j cu dggp r gto cpg'pw' f g'utq{ gf 'cpf 't'g'pf gt'gf 'wug'gu'd'gh'qt'g'k'ku'tgo qxgf 'htqo 'vj g xgi keng." gs wkr o gpv.'qt'd'q'cv0
- ___ Kw'pf gtuc'pf 'vj cv'vj gtg y kn'dg'eq'pf k'k'q'pu'r megf 'w'qp't'geg'k'k'pi 'c i tcpv'cpf 'ci tgg'v'q't'gh'w'pf " vj g'i tcpv'qt c'r tq't'cv'gf r q't'v'qp'+k'k'ku'k'w'pf vj cv'cv'cp{ v'ko g Kf q pqv'bo gg'v'vj qug eq'pf k'k'q'pu'0'Q'p'g'u'wej "eq'pf k'k'q'p'ku'vj cv'vj g'co qwp'v'qh'h'w'wt'g'c'pp'w'cn'qr g't'v'k'p'o wuv'dg'cv ngcu'92'r gte'gp'v'q'h'vj g'j ku'q't'ec'n'ig'x'gn'q'h'qr g't'v'k'p'erc'ko gf kp vj g i tcpv'cr r n'ecv'qp0 C'p'q'v'j gt'eq'pf k'k'q'p'ku'vj cv'cv'ngcu'97'r gte'gp'v'q'h'vj g'gs wkr o gpv'au'qr g't'v'k'p'o wuv'dg'kp" Ecn'k'q'pk' 'h'qt vj g'g'p'v't'g'v'to qh'vj g'I tcpv'Ci tgggo gpv'0'Kw'pf gtuc'pf 'vj cv'ko wuv'f qewo gpv eqo r n'c'peg'y k'j 'vj g'ug' eq'pf k'k'q'pu'cpf 'uwo k't'gr q't'w'c'pp'w'cm'0'

_____ KegtVh{ vj cv'Ko wuv'f kuemjug vq vj g I tcvqt IF kntkev'cp{ cpf cm'hwpf kpi cr r rdecvkpu fktgevn{ qt'kpf ktgevn{ 'uwo kwgf "vq"cp{ "qvj gt "uqwtg"qh'hwpf u.'kpenw' kpi "dw'pqv'iko kwgf "vq' hgf gtcn" ucvg. qt mqcnci gpeku hqt "vj g uco g ur gekhke gs wkr o gpv'cu rkuvgf kp vj ku cr r rdecvkqp0

_____ Kwpf gtucpf "vj cv'Ky kn'dg'r tqj kdkgf "htqo "cr r n{ kpi "hqt"cp{ "hqt" "qh'go kuukqp'tgf wevkqp" etgf ku hqt "O q {gt/hwfp gf "xgj kengulpi kpgu.'kpenw' kpi <"Go kuukqp" Tgf wevkqp "Etgf kv"*GTE+= O qdkrg "Uqwtg"Go kuukqp "Tgf wevkqp "Etgf kv"*O UGTE "+cpf lqt "EgtVhkecvg"qh Cf xcpegf " Rregego gpv'*ECR+. hqt cm'vko g. htqo "vj g O F C S O F ."ECTD"qt "cp{ "qvj gt "Ckt "S wcrkv{ O cpci go gpv'qt Ckt Rqmwkqp Eqpv'qn'F kntkev0

_____ Kwpf gtucpf "vj cv'f kuemjuw'g'ku'tgs wkt gf "qh'vj g'xcnwg'qh'cp{ "ewttgpv'qt'r tqur gev'xg hkpceken' kpegv'xg qt qv gt r wdike hkpceken'cuukucpeg hqt vj g uco g ur gekhke gs wkr o gpv'cu rkuvgf kp vj ku'cr r rdecvkqp0" Cp'cr r rdecpv'vj cv'ku'pqv'c'r wdike "gpv'kv{ "o wuv'r tqxkf g'cv'rgcu'37'r gtegpv'qh' c r tqlgevu grki kdrq equv'htqo "pqp/r wdike "uqwtg"cpf "Kuj cm'qdvc'p cf f kkp'cn'o qpkgu vq hwfp "vj g'vq'cn'equv'qh'vj g r tqlge'v0" Vj g'uw'o "qh'r tqlge'v'hwfp kpi "htqo "cm'uqwtg'u.'kpenw' kpi EctnO q {gt "Rtqi tco hwfp u'uj cm'pqv'gzeggf vj g vq'cn'r tqlge'v'equ0

_____ KegtVh{ vj cv'vj g tgs wguvgf "hwfp kpi "f ggu'pqv'kpenw' g'cf o kpkntcv'xg equu0" Cf o kpkntcv'xg equu'ctg'f ghkpgf "cu equu'tgrcv'gf "vq'r tqlge'v'uwdo kcn'r tgr ctcvkqp."r tqlge'v'cf o kpkntcv'kqp." o qpkqtkpi ."qxgtuki j v."f cv'i cvj gtkpi ."cpf "tgr qtvr' tgr ctcvkqp0" Ky kn'kpenw' g hwfp u pgegu'ct { vq "eqxgt"cf o kpkntcv'xg "equu"cpf "cp{ "tgs wkt gf "o cvej kpi "hwfp u'kp o { "dw' i gv'ht" vj g'f wcv'kqp "qh'vj g'r tqlge'v0

_____ Ky kntgxkgy cpf ceegr vj g'v'gto u qh'vj g'I tcvCi tgggo gpv'cu'r tqur qugf "r tkqt "vq'uki p'kpi 0

_____ **I have attached records, fuel receipts or logs or mileage or operating hour documentation that can be used to validate the amount of historical operation within MDAQMD boundaries. I understand that if the amount of future annual operation is less than 70 percent of this historical level of operation, I hereby agree to abide by actions taken by the District to ensure emission benefits are realized and captured including refunding the grant, or a pro-rated portion of the grant.**

_____ Kwpf gtucpf "vj cv'gpi kpg'*u+o wuv'dg egtVhkgf vq vj g j ki j guv'P Qz cpf f kgugn' rctv'ewr'v'g" go kuukqp "ucpf ctf u'cee'qtf kpi "vq'ECTD"cpf lqt GRC0" Hqt gpi kpg'tgr r'ego gpvr tqlgevu. cp gpi kpg'y kj c'egtVhkecv'kqp m'y gt vj cp vj g j ki j guv'P Qz cpf f kgugn' rctv'ewr'v'g go kuukqp uc'pf ctf u'y kn'j cxg'vj g'I tcvqt IF kntkev'cr r tqx'cn'cpf "kpenw' g c'rgwt htqo "vj g gs wkr o gpv' o cpw'cewtgt qt "xgpf qt ur gekh{ kpi vj g'tgcup'*u+vj g'j ki j guveqwf pqvdg'o cf g'cxck'rdng0" Cm'gpi kpgu o wuv'o gg'v'vj g go kuukqp uc'pf ctf u'cu f guet'kdgf kp vj g ewttgpv'EOR'I w'kf gr'kpgu0"

_____ Kwpf gtucpf "vj cv'cm'gpi kpg'tgr r'ego gpvc'pf t'gtq'hw'r tqlgevu o wuv'dg egtVhkgf cpf lqt xgt'kh'gf "vq'vj g ewttgpv'cr r r'ecdr'g'go kuukqp uc'pf ctf u0" K'cr r r'ecdr'g. c'XF GEU m'y gt vj cp j ki j guv'rgx'gn'cxck'rdng ku vq dg kpu'cm'gf. c'rgwt htqo vj g'gpi kpg'o cpw'cewtgt ku cw'cej gf ur gekh{ kpi "vj g'j ki j guv'rgx'gn'qh'XF GEU vj cv'ecp dg'kpu'cm'gf qp vj g'gpi kpg'cpf y kmr gth'qto kp vj g'ur gekhke" gpi kpg'cr r r'ecvkqp0 Vj g'equu qh'vj ku f gx'leg'cpf cu'qek'v'gf kpu'cm'v'kqp ctg" grki kdrq hqt "hwfp kpi "cpf "o c { "dg'kpenw' gf "kp'vj g'r tqlge'v'i tcv'v'tgs wgu'v0" H'cknt'v qv kpu'cm'cp cxck'rdng XF GEU y kn'v'ki i gt vj g tgh'w'p r tqx'kuk'pu'qh'vj g'I tcvCi tgggo gpv0

_____ Kwpf gtucpf "vj cv'cp "KTU Hqt" "32; ; "y kn'dg'kuw'gf "vq"o g'ht'g'cej "uqwtg"qh'hwfp u'tge'g'x'g'f 0" Kwpf gtucpf vj cv'kv'ku o { t'gur qpuk'd'kr'v{ vq f v'gto kpg vj g v'cz r'cd'kr'v{ cu'qek'v'gf y kj r c'tv'ekr'cv'kpi kp vj g O q {gt Rtqi tco 0

Kpkkenu

_____ Kwpf gtuxcpf "vj cv'c I mdcn'Rqukkqkpi U{ uvgO *I RU+ wpl'bo c { 'dg'tgs wktgf "vq'dg'kpucmgf qp'xgj kergulgs wkr o gpvO Ky kn'uwdo k'f cvc cu tgs wguvgf cpf qyj gt y kug eqqr gtcvg y kj cml f cv'tgr qt vpi 'tgs wktgo gpwO"

_____ Kwpf gtuxcpf "vj cv'vj g'O F C S O F "j cu'vj g'tki j v'vq'eqpf wev'wpcppqwpegf "kpur gev'kpu'vq" gpwutg'vj g'r tqlgev'gs wkr o gpv'ku'hwm'qr gtcv'kpcn'cpf "cv'vj g cev'kx'v' r'xgn'eqo o kwgf vq kp vj g'i tcpvci tggO gpvO"

_____ Kwpf gtuxcpf "vj cv'c"vco r gt'r tqqh "pqp/tgugwcdrg f ki kcn'j qwt o gygt kqf qo gygt o wuv'dg kpucmgf cpf "o cl'v'k'p'gf "kp'qr gtcv'kpi "eqpf k'k'q'p'q'p'cml'x'gj kergulgs wkr o gpvO"

_____ Kwpf gtuxcpf "vj cv'cm'r tqlgeu o wuv'cej k'x'g'vj g'ewt'gpvequv'gh'ge'v'k'g'p'guu'ko k'r gt y gli j vgf vq'q'h'ck't'r qm'wcp'u't'gf wegf O'Rqm'wcp'u'k'p'nm'f'gf "kp'vj g'equv'gh'ge'v'k'g'p'guu'ecre'w'v'k'p'ct'g" P Qz *qz'k'f'gu'q'h'p'kt'qi'gp+:"TQI *t'g'ce'v'k'g'q'ti'c'p'le'i'c'ug+cpf f'k'ug'n'RO *r'ct'v'w'v'g'o'cwgt+O RO ku y gli j vgf d { c'h'ce'v'q't'qh'42=*P Qz - "TQI - "42, RO +O'CS O F "u'cl'h'y kn'ecre'w'v'g' equv'gh'ge'v'k'g'p'guuO"

_____ Kwpf gtuxcpf "vj cv'hqt'tcpn'kpi 'r wtr qugu."qpn' 'go k'uk'q'p't'gf we'k'p'u'q'ee'w't'k'pi 'kp'vj g'Mojave Desert CS O F "y kndg'wugf vq'ecre'w'v'g'equv'gh'ge'v'k'g'p'guuO"

_____ Kwpf gtuxcpf "vj cv'lphqto cv'k'p' tgi ctf kpi h'ggv'uk' g'cpf eqo r r'k'c'p'eg'uc'wu o wuv'dg'uwdo kwgf cv'v'ko g'q'h'c'r r'k'ec'v'k'p'uwdo k'v'cn'd { 'r' t'q'x'k'f'k'pi 'c' "eqr { "q'h'g'k'y'gt'vj g'F'k'ug'n'Q'h'T'q'cf "Q'p/r'k'p'g' T'gr'q't'v'k'pi "U{ uvgO *F'Q'Q'T'U'+K'F' "cpf l'q't'vj g'V't'w'eni'T'gi'w'v'k'p'W'r'q'cf . "Eqo r r'k'c'p'eg'cpf " T'gr'q't'v'k'pi "U{ uvgO *V'T'W'ET'U'+q'h'vj g'h'ggv'O'C'm'l'f'q'ewo'gp'v'k'p'uwdo kwgf "o wuv'dg'uk'i'p'gf'cpf " f'c'v'g' "d { 'vj g'c'r r'k'ec'p'v'c'p'f'k'p'nm'f'g'rc'p'i'w'ci'g'eg't'v'h'f'k'pi 'vj cv'vj g'h'ggv'rk'v'r' t'q'x'k'f'gf'ku'ce'ew't'c'v'g' c'p'f' "eqo r r'gvO"

_____ Kwpf gtuxcpf "vj cv'O q { gt'r tqlgeu'ct'g'p'q'v'v'q'dg'wugf "hqt'eqo r r'k'c'p'eg'gz'v'p'uk'p'q't'et'gf'kO"

_____ K'eg't'v'h'f' "vq'vj g'dgu'v'q'h'o { 'np'q'y'rg'f'i'g'vj cv'vj g'l'p'hqto cv'k'p'eq'p'v'k'p'gf'kp'vj ku'c'r r'k'ec'v'k'p'ku' t'v'g'c'p'f'ce'ew't'c'v'gO"

_____ Kwpf gtuxcpf "vj cv'vj k'f'r'ct'v' "eq'p'v'c'ew'ct'g'p'q'v'r'g'to kwgf O'C'vj k'f'r'ct'v' "b'c { . "j'q'y'g'x'g't" eqo r r'gv'g'c'p'c'r r'k'ec'v'k'p'q'p'c'p'q'y'p'g't'au'd'g'c'm'O"Vj k'f'r'ct'v'k'u'ct'g't'gs wktgf "vq'rk'v'j'q'y' "o'w'ej" eqo r gp'uc'v'k'p'."k'h'c'p { . "vj g'f' "ct'g't'g'g'k'k'p'i "vq'r't'gr'ct'g'vj g'c'r r'k'ec'v'k'p'."c'p'f' "vq'eg't'v'h'f' "vj cv'p'q" E'ct'n'O q { gt'Rt'qi't'co' h'w'p'f'u'ct'g'd'g'k'p'i "wugf'hqt'vj ku'eqo r gp'uc'v'k'p'O" *u'gg'd'g'r'y' +"

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Applicant's Signature

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Applicant's Name (please print)

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Date

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Title

K'ic'p'gp'v'k'f' "q'y'gt'vj'cp'vj'g'c'r r'k'ec'p'v'cu'k'v'g'f'kp'vj'g'r't'gr'ct'v'k'p'q'h'vj'g'c'r r'k'ec'v'k'p'."r'ng'c'ug'r't'q'x'k'f'g' vj'g'l'p'hqto cv'k'p't'gs wguvgf "d'g'r'y' O"

Application Preparer's Name and Contact Information (please print)

Compensation received for application preparation: \$ _____

I certify that no Carl Moyer Program funds are the source for this compensation:

aa

Application Preparer's Signature

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa

Date

C'r r'k'ec'v'k'p'U'c'v'go'gpv'

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**MDAQMD
CARL MOYER PROGRAM
FUNDING DISCLOSURE STATEMENT**

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- *5+ C r r n e c p v j c u c p f y k n i f k u e n u g " v j g ' x c n w g " q h ' c p { " e w t g p v ' q t " r t q u r g e v k x g " h k p e k e n l k p e g p v k x g " q t " q y j g t " r w d r k e h k p e k e n c u u k u c p e g . h q t v j g ' u c o g " g s w k r o g p v 0
- *6+ C r r n e c p v w p f g t u x c p f u " v j c v k h ' k / k u ' h q w p f " v q ' d g ' k p " x l q n e v k p " q h ' v j g ' v g t o u ' c p f " e q p f k k a p u " q h ' v j k u ' I t e p v C i t g g o g p v c p f l q t v j k u ' F k u e n u w t g " U c v g o g p v . v j g " E c r k h q t p l e " C k T g u q w t e g u " D q c t f o c { n g x g g " h k p g u " c p f l q t u g g m e t l o k p e n e j c t i g u " v j g ' h w n g u v g z v g p v e m y g f d { n e y c i c k p u v j g " C r r n e c p v . " k p e n m f k p i " d w ' p q v ' h o k g f " v j g D w k p g u u " c p f " R t q h g u a k a p c n E q f g " c p f " E c r k h q t p l e " J g e n j " c p f " U c h g v " E q f g " U g e v k p " 652380

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**MDAQMD
CARL MOYER PROGRAM
REGULATORY COMPLIANCE STATEMENT**

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- Kp/Wug Qhh/Tqcf F kgugnXgj kerg'Tgi wrcvqp
- Qhh/Tqcf "Ncti g"Ur ctnl'Kpkkqp"Hggv'Tgi wrcvqp
- Rqtvdrg'F kgugn'Cltdqtpg"Vqzke'Eqpvtqnl'O gcuwtg
- Rwdrke'Ci gpe{ cpf Wkrk{ Twrg
- Urggr gt'Dgtvj "Vtvenl'K r kpi "Tgi wrcvqp
- Uqrlf Y cuvg Eqmgevqp Xgj kerg Tgi wrcvqp
- Ucvgy kf g"Vtvenl'cpf "Dwu'Tgi wrcvqp
- Ucvqpet { "Gpi kpg'Cltdqtpg"Vqzke'Eqpvtqnl'O gcuwtg
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Keget kh{ "wpf gt'r gpcn{ "qhr'gtlwt { "vj cvvj g'kphqto cvkqr'tqxf gf "ku'ceewtcvg0

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Date

Contact
Grantee
Mailing Address
City, CA postal code

Dear Grantee:

Congratulations! On behalf of the Mojave Desert Air Quality Management District (MDAQMD), I am delighted to inform you that the Governing Board has awarded you \$amount in Carl Moyer Program funds to project description.

Please find enclosed for your review the proposed final Agreement and Scope of Work between the Mojave Desert Air Quality Management District and Grantee. Please let us know if you wish to propose any revisions. If you are satisfied with these documents, please assure that both originals receive the appropriate signatures and return them to MDAQMD. If you have any questions, please contact Jorge Camacho at (760) 245-1661, ext. 2020 or jcamacho@mdaqmd.ca.gov

Sincerely,

[MDAQMD Staff]

[MDAQMD Staff Title]

MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT

BRAD POIRIEZ, EXECUTIVE DIRECTOR

14306 Park Avenue, Victorville, CA 92392-2310 • 760.245.1661 • Fax 760.245.2022 • www.MDAQMD.ca.gov • @MDAQMD

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Email: Grants@mdaqmd.ca.gov

www.MDAQMD.ca.gov • @MDAQMD



Authorization to Pay Vendor Directly

PLEASE TYPE OR PRINT

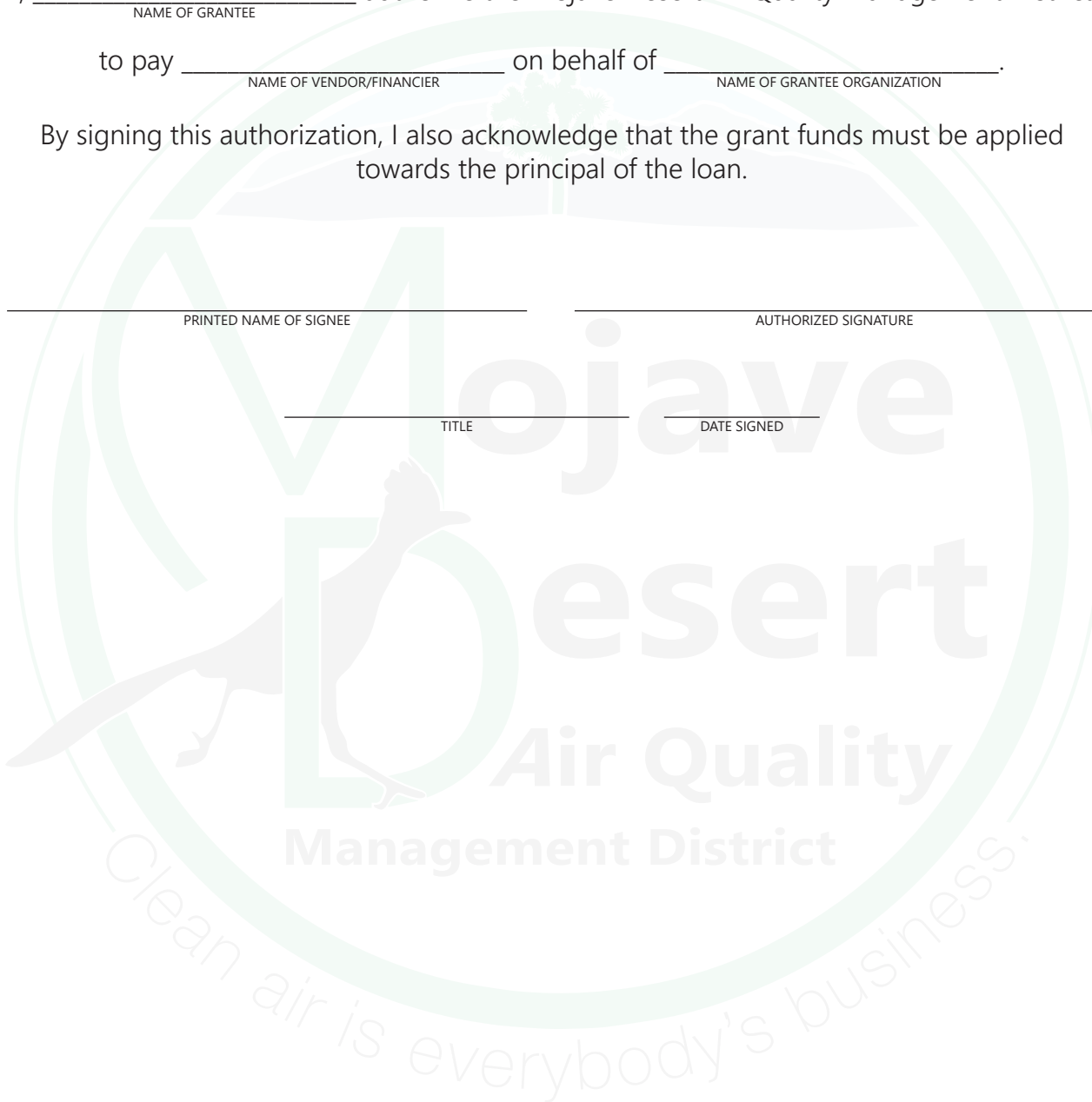
I, _____ authorize the Mojave Desert Air Quality Management District
NAME OF GRANTEE

to pay _____ on behalf of _____
NAME OF VENDOR/FINANCIER NAME OF GRANTEE ORGANIZATION

By signing this authorization, I also acknowledge that the grant funds must be applied towards the principal of the loan.

PRINTED NAME OF SIGNEE AUTHORIZED SIGNATURE

TITLE DATE SIGNED



MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT

BRAD POIRIEZ, EXECUTIVE DIRECTOR

14306 Park Avenue, Victorville, CA 92392-2310

760.245.1661 • Fax 760.245.2022

Email: grants@mdaqmd.ca.gov

www.MDAQMD.ca.gov • @MDAQMD



Grants inspection form

PLEASE TYPE OR PRINT

Section 1: Grantee/company information

GRANTEE NAME AND TITLE:		
COMPANY NAME:		
COMPANY ADDRESS:	CITY:	ZIP:
COMPANY PHONE NUMBER:	EMAIL ADDRESS:	

Section 2: Equipment information

EQUIPMENT TYPE:		
ENGINE MAKE:	ENGINE YEAR:	
ENGINE HORSEPOWER:	ENGINE SERIAL NO.:	
EQUIPMENT'S LOCATION (IF DIFFERENT FROM COMPANY ADDRESS):	PROJECT LATITUDE:	LONGITUDE:
DOES THE HOUR METER WORK:	YES (IF YES, ENTER READING BELOW) CURRENT READINGS	NO (EXPLAIN BELOW)
IS THE EQUIPMENT OPERATIONAL?:	YES	NO
ADDITIONAL COMMENTS:		

Section 3: Checklists

EQUIPMENT

Inspection must verify the operational condition of the existing equipment. The inspection must verify, at a minimum, the following items:

- | Yes | No | N/A |
|-----|----|--|
| a. | | Tires in usable condition (<i>able to hold air, sufficient tread or tracks etc.</i>) |
| b. | | Steering wheel operational |
| c. | | Equipment able to start up and move backwards and forwards |
| d. | | Buckets, blades, rollers etc. are working |
| e. | | Undercarriage structurally sound |
| f. | | Fuel tank in usable condition |
| g. | | No parts stripped |
| h. | | Equipment not vandalized |

REQUIRED PHOTOGRAPHS

Clear photographs of the existing equipment must include the following views listed below. MDAQMD will specify the required digital format.

- | Yes | No | N/A |
|-----|----|---|
| 1. | | Right side — hood down |
| 2. | | Front — hood down |
| 3. | | Left side — hood down |
| 4. | | Equipment serial number (<i>this must be clearly shown</i>). Also any other identifying marks. |
| 5. | | Engine serial number — either tag or stamp on block |
| 6. | | Diesel Off-Road Online Reporting System (DOORS) Equipment Identification Number (EIN), (<i>if applicable</i>) |
| 7. | | Rear |
| 8. | | VIN Number (<i>if applicable</i>) |
| 9. | | Hours meter/odometer |

Section 4: Inspector information

NAME

AUTHORIZED SIGNATURE

DATE SIGNED

MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT

PLEASE TYPE OR PRINT

BRAD POIRIEZ, EXECUTIVE DIRECTOR
 14306 Park Avenue, Victorville, CA 92392-2310
 760.245.1661 • Fax 760.245.2022
 Email: Grants@mdaqmd.ca.gov
www.MDAQMD.ca.gov • @MDAQMD



CARL MOYER PROGRAM
Annual report form

PROJECT LIFE: _____

Section 1: Grantee/company information

GRANTEE NAME:			COMPANY PHONE NUMBER:		
COMPANY ADDRESS:	CITY:	ZIP:	EMAIL ADDRESS:		

Section 2: Equipment information

Equipment ID No.	Equipment location (City/Zip)	% of time within MDAQMD boundaries	For ON-ROAD equipment — Use ODOMETER For OFF-ROAD equipment — Use HOUR METER				Calculated usage ENDING — BEGINNING readings
			BEGINNING		ENDING		
			Date	Reading	Date	Reading	
ADDITIONAL COMMENTS:							

Section 3: Certification

I, the undersigned, hereby certify that all information contained herein is true and correct.

 NAME AUTHORIZED SIGNATURE DATE SIGNED

MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT

BRAD POIRIEZ, EXECUTIVE DIRECTOR

14306 Park Avenue, Victorville, CA 92392-2310

760.245.1661 • Fax 760.245.2699

Email: grants@mdaqmd.ca.gov

www.MDAQMD.ca.gov • @MDAQMD



Carl Moyer Program

Certificate of Destruction

The destruction of the equipment and its engine must be within **30 days** from the date the dismantling facility receives both parts. **This form must be submitted to MDAQMD no later than 10 days from the date the dismantler receives the equipment and its engine.**

Personnel from the dismantling facility must complete this Certificate of Destruction Form and email/fax the form to:

Attn: **Truong Tran**

Email: ttran@mdaqmd.ca.gov or grants@mdaqmd.ca.gov Fax: **760.245.2699**

Please type or print all information.

Section 1: Equipment information

APPLICANT/GRANTEE NAME:	
DATE RECEIVED BY DISMANTLER:	DATE OF DESTRUCTION:
EQUIPMENT IDENTIFICATION NO. (EIN):	
ENGINE SERIAL NO. (ESN):	

Section 2: Dismantler information

FACILITY NAME:			
CONTACT NAME:			
ADDRESS:	CITY:	STATE:	ZIP:
PHONE:	FAX:	EMAIL:	

Section 3: Certification statement

I hereby certify that the equipment and engine described above has been received by this facility and will be permanently destroyed for recycling purposes only in accordance with the Carl Moyer Program Destruction Guidelines.

PRINTED NAME OF RESPONSIBLE PARTY:	
TITLE:	DATE:
SIGNATURE OF RESPONSIBLE PARTY:	

Include required photographs with this completed form:

- i. DOORS EIN (if applicable)
- ii. Equipment serial number
- iii. Engine serial number either stamped on the block or on the tag
- iv. Destroyed engine block/equipment

GRANT AGREEMENT

MDAQMD Contract Year: {---Funding Year of Contract Issuance---}

Contract Number: {---District Contract Number---}

Board Item: {---Board Agenda Item Number---}

Grant Description: {---Heavy Duty, Agricultural, School bus---}, {---
replacement, retrofit, repower---} project funded by the {---
Carl Moyer Program, Funding Agricultural Replacement
Measures for Emissions Reductions (FARMER) Program,
Community Air Protection Program---}

This AGREEMENT is between the Mojave Desert Air Quality Management District (hereinafter “MDAQMD”) and {---Company Name---}, (hereinafter “GRANTEE”).

Witnesseth:

WHEREAS, the purpose of the {---Carl Moyer Program is to reduce emissions by providing grants for the incremental cost of cleaner than required heavy-duty vehicles, engines and equipment, FARMER Program is to help meet the State’s goal to reduce toxic greenhouse gas emissions by partially paying grantees the cost for upgrading their agricultural equipment with cleaner engine technology, Community Air Protection Program supplement to the Carl Moyer Program is to reduce emissions by providing grants for the incremental cost of cleaner than required heavy duty vehicles, engines and equipment---} ; and

WHEREAS, the California Air Resources Board (CARB) as the original source of the monies used to fund this grant, will be able to audit and enforce this Agreement pursuant to the terms of the underlying funding Program Guidelines; and

WHEREAS, the MDAQMD is authorized to award grant funds to offset the incremental cost of projects that reduce air pollution pursuant to the specific Program Guidelines; and

WHEREAS, Grantee submitted an application requesting funding to replace older polluting, {---heavy-duty off-road equipment, heavy duty on-road equipment, school bus---} with newer, cleaner technology that meets the current emissions standards as described in the attached Exhibit(s) (hereinafter also referred to as “Project”); and

WHEREAS, District staff has evaluated Grantee’s Grant Application and has determined that the Application and Proposed Project complies with the funding Program Guidelines and shall meet the funding program requirements for the full term of this Agreement (also referred to as “Project Life”; and

WHEREAS, on that basis the MDAQMD Governing Board has approved Grantee’s project for funding in accordance with the terms of this Agreement; and

WHEREAS, funding of this Project is contingent upon successful completion of pre-inspection of existing equipment, Grantee signing this Grant Agreement and fulfilling the grant terms and conditions; and

WHEREAS, Grantee is qualified and experienced in its professional field and is able to

perform the activities described in the Grant Proposal submitted by Grantee and the attached “Exhibit(s).”

The parties agree as follows:

Grant Terms and Conditions

1. Purpose

The purpose of this Agreement hereby awards Grantee Project funding for the replacement of older polluting, heavy-duty off-road/on-road equipment with newer, cleaner technology that meets the current emissions standards as described in the Exhibit(s). This Project must be completed, operated and maintained in a manner such that it does not void any warranty. Equipment shall be operated a minimum of 70% of the total annual hours stated in the original application with 75% minimum usage to occur within the State of California for the entire term of the project life. Grantee certifies compliance with all applicable federal, state, and local air quality rules and regulations at time of contract execution and shall maintain compliance with such rules and regulations for the full Project Life. In the event that Grantee is unable to satisfy the required usage each year of the Project Life for the equipment, and provided that the Grantee still owns and operates the {---Carl Moyer Program, FARMER Program, Community Air Protection Program---} funded equipment, the Grantee may request to extend the Project Life of this Agreement. If the {---Carl Moyer Program, FARMER Program, Community Air Protection Program---} funded equipment specified in the Exhibit(s) are sold, Grantee will be subject to repayment as listed in Section 4(e) of this Agreement. This Project complies with the {---Carl Moyer Program, FARMER Program, Community Air Protection Program---} Guidelines and criteria and will meet all program requirements for the full term of the Agreement.

2. Services

- a) GRANTEE agrees, during the term of this AGREEMENT, to perform the contracting services set forth below and in Exhibit A – Scope of Services.
- b) GRANTEE shall be obligated to devote as much time, attention, skill, and effort as may be reasonably required to perform the PROJECT services, in a professional and timely manner, consistent with the elements of the PROJECT.

3. Contract Period

- a) The term of this contract shall begin on the last date signed by the parties below and conclude on or before the end dates listed in Exhibit B – Contract Term and Payment for Services Rendered, unless terminated or amended.
- b) This contract may be canceled by either party upon serving thirty (30) days’ notice in writing to the other party.

4. Payment

- a) MDAQMD agrees to pay for the services covered by this AGREEMENT pursuant to the payment terms set forth below and in Exhibit B – Contract Term and Payment for Services Rendered.
- b) The amount paid to the GRANTEE shall constitute full payment for all services set forth herein. GRANTEE shall not be reimbursed for any additional expenses incurred beyond the maximum approved sum.
- c) GRANTEE shall bill MDAQMD upon completion of the PROJECT and after all of the conditions for funding outlined in this AGREEMENT are met. If the PROJECT funded under this AGREEMENT is performed in phases or over a period of time, then requests can be made by the GRANTEE for partial payment. Partial requests for payments must receive prior authorization by MDAQMD. GRANTEE agrees to provide a detailed invoice to MDAQMD with copies of purchase orders, signed contracts, or receipts referencing the contract number. MDAQMD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT.
- d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to GRANTEE until MDAQMD is satisfied that work of such value has been rendered pursuant to this AGREEMENT.
- e) Repayment of grant. Grantee agrees to repay MDAQMD if any of the following occur:
 - (1) Grantee’s annual usage of the Project falls below 70% of the average usage as provided in project application. 75% of the minimum usage must occur within the State of California for each year of the Project Life as per Exhibit(s) A. Grantee may request to extend the terms of this Agreement (precluding overlap with an applicable rule implementation requirement) pursuant to the conditions listed in paragraphs (5)(c)(iii)(1)-(4) below; or
 - (2) The Project specified in Exhibit(s) A is sold and the buyer fails to accept and perform the obligations of this Agreement for the remaining Project Lifetime as set forth in Exhibit(s); or
 - (3) The amount of repayment shall be calculated as follows:

$$\text{Repayment amount} = \frac{G}{T} \left(\sum_{i=1}^n |R - A_i| \right)$$

Where:

G = “Grant amount” is the amount of money Grantee is paid for the Project under this Agreement.

n = “project life in years” for the purposes of this calculation is the term of the Agreement as per Exhibit(s) A.

R = annual hours as specified in the statement of usage

A = “hours used” is the number of hours the Project is required to operate annually in conformance with this Agreement.

T = “Total hours required is defined as R multiplied by n

5. Notices

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered, sent via email to project contact or to grants@mdaqmd.ca.gov with confirmed receipt, or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

MDAQMD:
Mojave Desert Air Quality Management District
Attn: Air Pollution Control Officer (APCO)
14306 Park Ave
Victorville, CA 92392

GRANTEE:
{---Company Name---}
Attn: {---Authorized Signer / Official Notifications---}
{---Street1---}
{---City---}, {---State/Province---} {---Postal Code---}
Email: {---Authorized Signer Email---}

- b) Any notice so delivered personally shall be deemed to be received on the date of delivery, any notice so delivered via email with confirmed receipt shall be deemed to be received on the date of receipt confirmation, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

6. Obligations of MDAQMD

- a) MDAQMD agrees to pay GRANTEE an amount not to exceed the requirements set forth in Exhibit B – Contract Term and Payment for Services Rendered, in accordance with the requirements listed in Exhibit A – Scope of Services.
- b) MDAQMD shall not reimburse GRANTEE for any expenses incurred by GRANTEE in the performance of PROJECT described in Exhibit A unless such reimbursement is specifically authorized in the Payment Schedule. GRANTEE shall not be reimbursed for any additional expenses incurred beyond the maximum amount.
- c) Except for the payment obligations set forth above, MDAQMD shall have no other obligations or responsibilities to GRANTEE under this AGREEMENT.

7. Obligations of GRANTEE

- a) GRANTEE has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT.
- b) GRANTEE has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A and will produce said documents if requested by MDAQMD.

- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit A.
- d) No component of the monies to be paid by MDAQMD to GRANTEE shall be used for grant administration or any interest costs.
- e) GRANTEE shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and Section 3 above.

8. Indemnification

Grantee agrees to indemnify, defend and hold harmless MDAQMD and its authorized agents, officers, volunteers and employees against any and all claims or actions arising from Grantee's acts, errors or omissions in performing services pursuant to this Agreement. Grantee agrees to indemnify, defend, and hold harmless MDAQMD, its authorized agents, officers, volunteers and employees against any and all losses sustained due to the use of the new equipment pursuant to this Agreement. MDAQMD agrees to indemnify, defend and hold harmless Grantee and its authorized agents, officers, volunteers and employees against any and all claims or actions arising from MDAQMD's acts, errors or omissions in performing services pursuant to this Agreement.

9. Insurance Requirements

In order to accomplish the indemnification herein provided for, Grantee shall procure and maintain, throughout the term of the Agreement replacement value insurance coverage to ensure complete repair or replacement in the event of major damage to the equipment. Grantee will also maintain insurance as required by law or regulation the following types of insurance as may apply to Grantee's operations and handling of the new equipment:

- (1) Workers' compensation insurance in amounts to satisfy applicable state laws;
- (2) Employer's liability insurance in the amount of \$1,000,000;
- (3) Automobile liability insurance in the amount of \$1,000,000 per occurrence;
- (4) General commercial liability insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of \$1,000,000 per occurrence and in the aggregate.

Such insurance policies shall name MDAQMD, its officers, agents, employees, individually and collectively, as additional insured (except workers' compensation insurance), for purposes of the matter covered under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, agents, employees, individually and collectively. Such coverage for additional insured shall apply as primary insurance, and any other insurance maintained by MDAQMD, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under Grantee's policies herein. The grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any failure to comply with any of the provisions or policies including breach of warranties shall not affect coverage provided to the District, its officers, agents, employees, individually and collectively. Grantee will not cancel required insurance policies without thirty (30) day prior written notice.

Prior to the commencement of performing its obligations under this Agreement, Grantee shall provide to MDAQMD appropriate certificates from its insurance carrier or carriers stating that such insurance coverages have been obtained and are in full force; that MDAQMD, its officers, agents and employees will not be responsible for any premiums on the policies; that such insurance names MDAQMD, its officers, agents, and employees, individually and collectively, as additional insureds and stating policy number, dates of expiration, limits of liability thereunder, and special endorsements (except workers' compensation insurance), for purposes of the matter covered under this Agreement; that such coverage for additional insured shall apply as primary insurance and any other insurance maintained by MDAQMD, its officer, agents, and employees, shall be excess only and not contributing with insurance provided under Grantee's policies herein.

10. Facilities, Equipment and Other Materials

Except as set forth herein, GRANTEE shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this AGREEMENT. MDAQMD shall furnish GRANTEE only those facilities, equipment, and other materials, and shall perform only those obligations as listed herein.

11. Non-Discrimination

GRANTEE shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual preference, or in contravention of any other protected classification or practice identified in the California Fair Employment and Housing Act; Government Code section 12900 et seq.

12. Records, Documents and Audits

- a) GRANTEE shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to MDAQMD and MDAQMD or its designee shall have the right to inspect such records at any reasonable time.
- b) GRANTEE agrees to return to MDAQMD, upon termination of this AGREEMENT, all documents, drawings, photographs, and other written or graphic material, however produced, received from MDAQMD and used by GRANTEE in the performance of its services. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by GRANTEE in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of MDAQMD and may be used by MDAQMD for any purpose whatsoever. MDAQMD agrees that any future use of documents produced by the GRANTEE under the terms of this contract shall be at the sole discretion of MDAQMD and GRANTEE shall bear no liability for the decisions on whether and how to use such documents.
- c) During the Project life, either or both the MDAQMD and CARB or their designee have the authority to conduct a fiscal audit, inspect projects, enforce terms of this Agreement, and pursue a refund for any noncompliance with the terms and conditions of this Grant

Agreement or applicable state laws or regulations. Grantee shall make available to MDAQMD at any time during regular business hours following reasonable notice from the MDAQMD, and as often as MDAQMD may deem necessary, all of its records and data for examination with respect to the matters covered in this Agreement. Grantee shall allow MDAQMD upon reasonable advance request at MDAQMD's cost, to audit and inspect all of such records and data necessary to ensure Grantee's compliance with the terms of this Agreement. In the event it becomes necessary, Grantee shall be subject to an audit to determine if the funds received by Grantee were spent for the incremental cost of cleaner heavy-duty vehicles and equipment as provided in CARB's Carl Moyer Program Guidelines and to determine whether said funds were spent as provided by law and this Agreement. If after audit MDAQMD makes a determination that funds provided to Grantee pursuant to this Agreement were not spent in conformance with this Agreement or the requirements of the Program or any other applicable provisions of law, and following resolution of any appeal of such determination by Grantee to the Board of the MDAQMD, Grantee agrees to immediately reimburse MDAQMD all funds determined to have been expended not in conformance with said provisions.

- d) Grantee shall retain all records and data for activities performed under this Agreement for at least three (3) years beyond the performance of the final obligation pursuant to this Agreement or until all state and federal audits are completed, whichever is later.

13. Political Activity Prohibited

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

14. Lobbying Prohibited

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

15. Conflict of Interest

No officer, employee or agent of MDAQMD who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. Grantee shall comply with all federal, state and local conflict of interest laws, statutes, and regulations.

16. Economic Sanctions

GRANTEE agrees to comply with existing economic sanctions imposed by the U.S. Government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

17. Independent Status

- a) GRANTEE shall perform this contract as an independent contractor and not as an employee of MDAQMD. GRANTEE acknowledges that GRANTEE is not entitled to any of MDAQMD's fringe benefits, including without limitation; paid holidays, life insurance, sick leave, or travel or any other expenses in connection with services performed hereunder. No part of the compensation payable to GRANTEE hereunder shall be deducted or withheld for payment of Federal or State income or other employment related taxes. It shall be the responsibility of GRANTEE to provide all coverage necessary for GRANTEE's own benefit and not as an employee of MDAQMD.
- b) Except as MDAQMD may specify in writing, GRANTEE shall have no authority, express or implied, to act on behalf of MDAQMD in any capacity whatsoever as an agent. GRANTEE shall have no authority, express or implied, pursuant to this AGREEMENT to bind MDAQMD to any obligation whatsoever.

18. Warranties

GRANTEE warrants that its services are performed, with the usual thoroughness and competence; in accordance with the standard for professional services at the time those services are rendered.

19. Licenses, Permits, Etc

GRANTEE represents and warrants to MDAQMD that it has or will obtain before initiation of the PROJECT, all licenses, permits, qualifications, and approvals of whatever nature, which are legally required for GRANTEE to practice its profession. GRANTEE represents and warrants to MDAQMD that GRANTEE shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this AGREEMENT, any licenses, permits, and approvals which are legally required for GRANTEE to practice its profession at the time the services are performed.

20. Assignment or Transfer

GRANTEE may assign any of its rights, burdens, duties, or obligations under this AGREEMENT only upon the prior written consent of MDAQMD. Approval will be at the sole discretion of MDAQMD.

21. Modification of Agreement

This AGREEMENT cannot be changed or supplemented orally, and may be modified or superseded only by written instrument executed by all parties.

22. Waiver

One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this AGREEMENT shall not operate as a waiver of any subsequent breach or default.

23. Entirety of AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT and understanding between the parties. There are no oral understandings, terms, or conditions, and no party has relied upon any representation, express or implied, not contained in this AGREEMENT. Any prior understandings, terms, or conditions are deemed merged into this AGREEMENT. This AGREEMENT is intended as the complete and exclusive statement of the parties' Agreement pursuant to Code of Civil Procedure section 1856.

24. Rights to Emission Reductions

Projects funded via the {---Carl Moyer Program/FARMER/CAP---} cannot generate Emission Reduction Credits (ERCs) pursuant to MDAQMD Regulation XIV or be used for offsets pursuant to Regulation XIII.

25. Severability

In the event that any word, phrase, clause, sentence, paragraph, section, article or provision contained in this Agreement is held to be unenforceable for any reason by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

26. Prevailing Wages and Labor Compliance

Grantee agrees to be bound by all applicable provisions related to public works projects, including but not limited to, California Labor Code Sections 1720-1861 regarding the regulation of employment conditions and prevailing wages for public works projects. Grantee agrees to act at all time in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws.

27. Declination Clause

The Mojave Desert Air Quality Management District (MDAQMD) does not discriminate on the basis of race, national origin, ethnic group identification, ancestry, religion, age, sex, sexual orientation, gender identity, gender expression, color, genetic information, medical condition, or mental or physical disability, or any other attribute or belief protected by law in administration of its programs or activities, and MDAQMD does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in action protected by or oppose actions prohibited by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

28. Governing Law

This Agreement shall be interpreted under the laws of the State of California. Venue for any action arising out of this Agreement shall only be in San Bernardino County, California. This Agreement was entered into in Victorville, California.

29. Exhibits

All exhibits referred to herein and attached hereto are fully incorporated by this reference.

30. Electronic Signatures

An Electronic Signature refers to any representation in electronic form used to express intent, including a typed name placed in a signatory area, a digitized image or copy of a handwritten signature, a scanned signature on a PDF document, a biometric mark, a sound, or a digital signature. An Electronic Signature provides who signed, what was signed, captures intent and consent. If parties agree to a transaction by electronic means and are required by law to provide, send, or deliver information in writing, the requirement is satisfied if the information is provided, sent, or delivered in an electronic record, which the recipient can retain at the time of receipt.

By the action of applying an Electronic Signature to this AGREEMENT, parties to the AGREEMENT are certifying their willingness to use electronic signatures and records delivered via electronic means. A signed copy of this AGREEMENT, or any other related ancillary agreement or amendment, transmitted by facsimile, email, electronic signature application, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signature.

The parties so agree.

{---Company Name---}:

{{ SigContractor_es_:signer4:signature}}

Date: {{DteSigCont_es_:signer4:date}}

{---Authorized Signer / Official Notifications---}

{---Authorized Signer Title---}

Mojave Desert Air Quality Management District:

{{ SigAPCO_es_:signer5:signature}}

Date: {{DteAPCO_es_:signer5:date}}

Brad Poiriez
Air Pollution Control Officer

EXHIBIT A
SCOPE OF SERVICES

Project Scope:

Purchase a {---Funded Equipment Description---} (Replacement Equipment), and destroy a {--- Replaced Equipment Description---} (Replaced Equipment).

Sections I and II below must be completed prior to funding, and prior to the Project Completion End Date identified in Exhibit B of this AGREEMENT.

- I. Prior to the Replacement Equipment being released from the dealer (or seller) to the GRANTEE, the GRANTEE shall meet the following conditions:
 - A. Purchase Replacement Equipment as described above. If after contract execution GRANTEE chooses to purchase a piece of equipment that is different than the originally proposed Replacement Equipment, then GRANTEE shall make a request to MDAQMD, in writing, to seek approval of the change(s) as soon as possible. The equipment modification shall: 1) not increase emissions from the originally proposed Replacement Equipment, 2) shall continue to perform the same functions as the Replaced Equipment, and 3) shall not increase the awarded grant amount.
 - 1) The modification in the Replacement Equipment to be purchased shall only occur with MDAQMD approval. An approval/denial letter shall be emailed to the GRANTEE after MDAQMD has reviewed the request and has made a final determination.
 - 2) If the request to modify the originally proposed Replacement Equipment results in an increase in emissions from its original evaluation, then MDAQMD shall reduce the awarded grant amount in order to maintain the same level of cost effectiveness. Such a change will require MDAQMD approval and a contractual amendment signed by both the GRANTEE and MDAQMD.
 - 3) Modified Replacement Equipment must meet {---program name guidelines---} Program Guidelines.
 - B. Purchase a minimum one-year or 1600-hour powertrain warranty for the Replacement Equipment. The warranty must cover parts and labor. A separate supplemental minimum one-year or 1600-hour power and drivetrain warranty must be purchased if the equipment does not have one.
 - C. The dealer must have documentation of a MDAQMD pre-inspection and post-inspection of the Replacement Equipment.
 - D. GRANTEE (or its representative) shall provide to MDAQMD:
 - 1) Copies of itemized invoices relative to the purchase of the Replacement Equipment;
 - 2) Proof and terms of financing, including lender and amount financed (if applicable);
 - 3) Warranty and its terms;
 - 4) Certification that the Replaced Equipment will be delivered to a MDAQMD approved salvage yard (or other approved location) within 30 days of receipt of the Replacement Equipment. The certification must include the make, model, year, EIN,

engine make, engine serial number, the date the equipment is expected to be delivered to the salvage yard, and the salvage yard's location;

5. Certification from the GRANTEE that all funding sources that they have applied for or received for the PROJECT have been disclosed, and that the GRANTEE will notify MDAQMD of additional sources of funding received for the total cost of the PROJECT, including any sources that become available after contract execution, prior to PROJECT funding. GRANTEE is prohibited from receiving grants and other funds that exceed the total project amount.
 6. Original invoice to MDAQMD, for the amount of requested grant funds for reimbursement. Note that the invoice cannot be paid until the Replaced Equipment has been destroyed, per Section II below. MDAQMD may require GRANTEE to re-submit the invoice if payment requirements have not been met in the current MDAQMD fiscal year (7/1 through 6/30).
- E. The Replacement Equipment must have an engine with a horsepower rating not to exceed 125% horsepower of the Replaced Equipment. Any engine with a horsepower above this range must be pre-approved by MDAQMD prior to purchase, when feasible.
 - F. Have a Post Inspection conducted by MDAQMD (or its representative) of the Replacement Equipment. The GRANTEE (or its representative) shall be responsible for scheduling the appointment with MDAQMD.
 - G. A determination by MDAQMD that the Replacement Equipment and all associated documentation have satisfied the requirements for funding and authorization for the equipment to be delivered to the GRANTEE.
 - H. Display on the Replacement Equipment an MDAQMD Clean Air Project decal that partial funding was made available from MDAQMD. Any graphics used for this purpose need to be approved in advance by MDAQMD staff.
- II. GRANTEE shall ensure that the Replaced Equipment has been destroyed.
- A. The Replaced Equipment must be delivered to a MDAQMD approved salvage yard (or other MDAQMD approved entity) for destruction within 30 days of GRANTEE's receipt of the Replacement Equipment funded under this AGREEMENT.
 - B. The salvage yard (or approved entity) shall destroy the Replaced Equipment within 60 days of receipt of the equipment.
 - C. Documentation of equipment destruction must be provided to MDAQMD within ten days of destruction. The documentation must be provided pursuant to the 2017 Carl Moyer Guidelines.
 - D. The destruction method of the equipment will vary depending on the structure of the equipment:
 - 1) Equipment with permanent frame rails running the length of the equipment: complete cuts of both frame rails between the front and rear axles.
 - 2) Equipment with removable/bolt-on frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unrepairable.
 - 3) Equipment without frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unrepairable.

- 4) Articulated equipment: damage, cuts or otherwise, to the articulation joints of front and rear halves of the equipment so that neither half can be joined.
 - 5) Other equivalent methods of destruction are acceptable if approved by the air district.
- E. The engine shall be destroyed by putting a hole in the engine block with a diameter of at least three inches at the narrowest point. The hole (or equivalent) must be irregularly shaped (i.e. no symmetrical squares or circles) and a section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects the hole.
 - F. Either the salvage yard (if authorized by MDAQMD) or MDAQMD staff shall conduct a salvage inspection to verify destruction of the Replaced Equipment within 10 days of destruction, in accordance with the 2017 Carl Moyer Program Guidelines.
 - G. The Replaced Equipment may not be sold/given to another person in which the intent is to part it out into individual pieces and then be sold to another party.
- III. Reporting and Recordkeeping Requirements during the PROJECT Implementation Period. The PROJECT Implementation Period refers to the timeframe between the Replacement Equipment's approved Post-Inspection date and the Contract End Date.
- A. Record annual hours of the Replacement Equipment throughout the term of this AGREEMENT. If the equipment operates in areas outside of the MDAQMD jurisdiction the hours must be clearly documented in the annual report (see Section B below).
 - B. GRANTEE shall provide MDAQMD Annual Monitoring Reports as described in Exhibit C. The first annual monitoring report shall be submitted no later than 13 months after PROJECT post-inspection and continuing annually thereafter throughout the PROJECT Implementation Period of this AGREEMENT. At a minimum, noncompliance with the reporting requirements will require an on-site inspection(s). At the sole discretion of MDAQMD, ten (10) percent of the awarded grant amount, as outlined in Exhibit B, may be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.
 - C. GRANTEE shall maintain and retain usage and other records associated with the PROJECT for at least three years after the end of the contract term.
 - D. Pursuant to Section 8 of this AGREEMENT, GRANTEE shall provide proof of insurance prior to performing work on this PROJECT, and throughout the term of this contract.
- IV. General Conditions:
- A. GRANTEE shall notify MDAQMD in writing if installation and/or implementation of this PROJECT will deviate from the scope of work as outlined in the GRANTEE's Grant Application or this AGREEMENT at any time during the term of this AGREEMENT. GRANTEE shall notify the MDAQMD within 15 days of recognizing such deviation. If funding has not yet been disbursed at the time of recognizing such deviation, then the GRANTEE shall notify the MDAQMD at least 30 days in advance of any request for payment. The APCO has the sole discretion to approve, deny, or adjust funding amount as outlined in Exhibit B of this AGREEMENT, based on the extent of the deviation.
 - B. GRANTEE shall maintain the Replacement Equipment according to the manufacturer's specifications for the term of the AGREEMENT and shall not tamper with the engine in a way as to void the warranty or to cause the engine to operate in a manner not intended or originally designed.

- C. GRANTEE shall allow MDAQMD, CARB, or other designee to conduct an inspection or audit of the PROJECT being funded under this AGREEMENT, including the engine, equipment and associated records, during the contract term. At the time of execution of this AGREEMENT, GRANTEE's signature shall be a certification that its fleet, engine(s), and equipment are in compliance with all applicable federal, State, and local air quality rules and regulations and shall continue to maintain, for the term of the AGREEMENT, compliance with all applicable federal, State, and local air quality rules and regulations for the full contract term.
 - D. When determining compliance with mobile source regulatory requirements, the Replacement Equipment shall be included when defining fleet size, when applicable.
 - E. Throughout the term of this AGREEMENT, the PROJECT cannot be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance, when applicable.
 - F. GRANTEES that receive co-funding for the PROJECT funded under this AGREEMENT must meet all criteria associated with each funding source used to fund the PROJECT.
 - G. GRANTEES that are not a public entity must provide at least 15 percent of the PROJECT's Moyer eligible costs from non-public sources.
 - H. PROJECT must have at least 75 percent of its total activity for the PROJECT life in California.
 - I. In addition to the terms of this AGREEMENT, GRANTEE shall adhere to all requirements outlined in the applicable California Air Resources Board Guidelines. If there is a conflict between the terms of this contract and California Air Resources Board's guidelines, the California Air Resources Board's Guidelines shall prevail.
 - J. By executing this AGREEMENT, GRANTEE understands and agrees to operate the equipment and engine according to the terms herein and to cooperate with MDAQMD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable.
 - K. CARB, as an intended third party beneficiary, reserves the right to enforce the terms of this AGREEMENT at any time during the term of this AGREEMENT to ensure emission reductions are obtained.
- V. Repercussions for Nonperformance:
- A. If for any reason, after PROJECT funding, the Replacement Equipment does not perform according to what was submitted in the GRANTEE's application, or in conjunction with the application, or if the conditions of this AGREEMENT are not met, MDAQMD or CARB may require reimbursement of grant funds.
 - B. CARB and MDAQMD have the authority to pursue any remedies available under the law for noncompliance with Moyer Program requirements and nonperformance of terms outlined in this AGREEMENT, in an effort to ensure emission reductions are obtained.

EXHIBIT B

CONTRACT TERM AND PAYMENT FOR SERVICES RENDERED

Grant Description: {---Contract Title---}

Contract Schedule (to occur on or before the following dates)

Start Date:	{---last date signed by the parties---}
Project Completion End Date:	{---Project Scope End Date---}
Project Implementation Period:	{---Project Implementation Period Years---} years
Contract End Date:	{---Contract End Date---}

Budget

Amount Awarded by MDAQMD:	\${---Contract Amount---}
Estimated Co-Funding (including in-kind):	\${---Contractor CoFunding Amount---}
Estimated Total PROJECT Amount:	\${---Project Cost with Co-funding---}

If the Total PROJECT Amount is less than what is listed above, then the GRANTEE may be required to provide an equivalent percentage of Co-Funding based on the reduced Total PROJECT Amount. The Amount Awarded by MDAQMD, as listed above, shall be adjusted accordingly.

Payment

MDAQMD will provide up to \$ {---Contract Amount---} ({---Contract Amount Text (only needed for contract template)---}) in funding to purchase Replacement Equipment, in accordance with the requirements listed in this AGREEMENT. Payment(s) shall be made to the GRANTEE within thirty (30) days after the billing is received and approved by MDAQMD.

At the sole discretion of MDAQMD, ten (10) percent of the awarded grant amount, as outlined in this exhibit, may be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.

A completed federal W-9 form and/or California 590 form must be submitted prior to payment. An IRS Form 1099 will be issued for incentive funds received under this AGREEMENT, if applicable. It is the GRANTEE’s responsibility to determine tax liability associated with receiving grant incentive funds.

Invoices

Invoices shall be submitted to MDAQMD in an original format and include the contract number when possible. Along with submitting an invoice for reimbursement, provide copies of all paid receipts and proof of in-kind support (when applicable), and evidence of financing, associated with the PROJECT funded under this AGREEMENT.

EXHIBIT C
MONITORING REPORT FORMAT

Grant Description: {---Contract Title---}

The first annual monitoring report shall be submitted no later than 13 months after MDAQMD approved PROJECT post-inspection and continuing annually thereafter throughout the PROJECT Implementation Period of this AGREEMENT. The report can be emailed, mailed, or delivered in person to MDAQMD.

The report shall include the following:

1. GRANTEE's name, address, and telephone number.
2. Reference Contract Number.
3. Equipment make, model, and equipment identification number.
4. Previous year's annual hours of usage, including the percentage of hours occurring within the MDAQMD jurisdiction.
5. Hour reading at time of the report.
6. Total hours of usage within the MDAQMD jurisdiction from the date GRANTEE first started operating equipment.
7. Or Grantee can complete the District's Annual Reporting form.

Note: After the monitoring report is submitted to MDAQMD, staff may conduct a performance evaluation on the PROJECT.

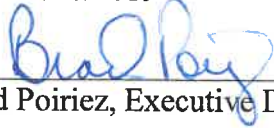
*Mojave Desert
Air Quality Management District*

STANDARD PRACTICE

4-5

Effective Date: 03/01/1996

Revision Date: 12/10/2019

Approved: 
Brad Poiriez, Executive Director/APCO

Applicability: All

SUBJECT: RECORDS RETENTION

PRACTICE:

It is the standard practice of the Mojave Desert Air Quality Management District (District) to ensure an orderly system for the retention and destruction of records, to retain certain records for various periods of time prior to their disposal or destruction.

AMPLIFICATION OF PRACTICE:

A. General

This Standard Practice establishes the records retention policies, procedures and guidelines for categorization, use and disposition of public records of the District in accordance with their administrative, legal, fiscal, and/or historical value. All officers, employees, and members of District Boards or committees are required to comply with the provisions of Governing Board Policy 93-2, this Standard Practice and any Protocols established pursuant to same.

This Standard Practice is designed to enable the District to comply with the applicable provisions law regarding document retention including but not limited to, the California Public Records Act (Government Code §§6250 et seq.); provisions regarding the destruction of records of special districts (Government Code §§60200 et seq.); retention provisions contained in Division 26 of the Health & Safety Code (Health & Safety Code §§39000 et seq.) and other applicable provisions of State and Federal law.

The District has several different methods and programs for preserving records. “Questys” is the recognized electronic content system for the majority of the public records of the District. “Accufund” contains the financial, timekeeping and payroll system. “CAPS” is the primary repository for active permitting and enforcement information. Non-confidential, non-working information contained in Accufund and CAPS is eventually transferred into Questys. Ethics information and Form 700 filings are contained in Disclosure Docs. Air Quality data is retained in Air Vision. Confidential files and information as well as oversized documents such as blueprints are retained in hard copy. In general, files and communications which are being

STANDARD PRACTICE
of the
Mojave Desert Air Quality Management District

actively worked are retained on the server either as single files or as part of the E-Mail server and will eventually be retained pursuant to this Standard Practice.

Attached to and incorporated in this Standard Practice are the following:

- Exhibit A – Retention of Official Documents
- Exhibit B – Storage, QA/QC and Disposition of Copies
- Records Retention Flow Chart

B. Record Types, Categorization of Records

1. What is a Record?

Most every document created or retained by the District in whatever form (hard copy, electronic, e-mail) is considered a “Record” and must be dealt with according to this Standard Practice. While some documents may be transitory in nature (For example: drafts, logistical information) and may be destroyed relatively quickly when they are no longer useful other documents rise to the level of “Public Records” and must be retained for certain periods of time before they may be destroyed. This Standard Practice is intended to assist in sorting and determining the appropriate time period after which a Record may be destroyed.

The California Public Records Act, specifically in Government Code §6252(e) defines a “Public Record” as any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics. Writings include, but are not limited to documents which are handwritten, typewritten, photographs, photocopies, e-mails, facsimiles regardless of the method by which it was created or stored. District custody of a writing is not in and of itself sufficient for it to be considered a Public Record. Such writing must also be necessary and/or convenient to the discharge of official duties. Generally, most anything that is used in connection with District business will be considered a Public Record.

Public Records can include items contained in personal cell phone, e-mail, voice mail and/or social media accounts *City of San Jose v. Superior Court* (2017) 2 Cal 5th 608. These records may be required to be produced under the California Public Records Act if they substantially relate to the District’s business and are not copied over or otherwise preserved in the District’s records. (See Standard Practice 4-16 *Cell Phones*)

Despite the above, there are some records which are exempt from disclosure under the California Public Records Act for various purposes. Some of these records are required to be kept confidential. Please see Standard Practice 4-12 – Public Records or consult District Counsel for assistance regarding whether a particular record may be disclosed .

STANDARD PRACTICE
of the
Mojave Desert Air Quality Management District

2. Categorization of Records.

Records will generally fall into one of two categories upon being created or coming into the possession of the District: *Preserve Immediately* or *Working*.

Preserve Immediately records are those which the District is required to keep by law. These include but are not limited to: Air Quality Permit Applications, Permit issuance documents, Tests & Reports, Requests for Variances, some financial documents, and a variety of documents contained in Personnel files.

Working records are those which belong to a project or other District function and are necessary to complete the project or function. These include but are not limited to rule development documents, draft versions of permits, draft versions of engineering evaluations, communications between the District and a source, document related to NOV's or NTCs.

C. Initial Disposition of Records

1. *Preserve Immediately*

Records which are to be preserved immediately upon initial receipt/production shall be placed into Questys or other appropriate place pursuant to the applicable protocol for the document type involved. For example: items belonging in a Personnel File will be placed in that file; Items such as Form 700 filings will be placed in the Disclosure Docs program; Financial records would be placed in Accufund; and Tests and Reports would be placed in the appropriate Facility File in Questys.

2. Records which are *Working* Files

Records which are part of the working files on a project may be kept until the project or function is complete. Once the project or function is complete unneeded records should be purged from the file and the remainder be placed into Questys (or other appropriate place) pursuant to the applicable protocol.

Purging files involves removing extraneous material that is not required by law to be kept. Such material includes but is not limited to items such as logistical e-mails, drafts of documents (except publically released drafts), certified mail receipts, and post it notes. Exactly what items can be purged from a file will depend upon the type of project or function. For example, Rule Development Files will have different items needing to be retained than closed NOV/NTC files. Please consult the applicable Protocol for the specific project/file type or consult District Counsel if questions arise.

STANDARD PRACTICE
of the
Mojave Desert Air Quality Management District

D. Official District Records

1. Official Records in Questys

Once a record has been scanned or otherwise placed in Questys and the initial QA/QC Protocol has been performed the copy of the document in Questys is presumed to be the Official District Record. The original becomes an “extra” copy and is either destroyed or placed in the appropriate storage for later destruction pursuant to the QA/QC Protocol. The only exception to the above paragraph is official meeting documents of the District (Governing Board, Hearing Board, and Brown Act Committees). In this case the initial input copy is retained indefinitely and has dual status with the copy in Questys as the Official District Record.

Any record placed in Questys is presumed to be a public record. Any confidential records need to be labeled as such and placed in the appropriate file with a placeholder note being scanned into Questys. This includes information such as confidential/trade secret facility related information. In the alternative if the amount of confidential information is small the information may be redacted before scanning or otherwise placing in Questys and the original unredacted copy shall be placed in the appropriate hard copy file.

2. Official Records Elsewhere (Hard Copy/Confidential/Other Electronic Systems)

Official records may also be found in hard copy (eg. Personnel Files); Financial electronic records (Accufund); electronic Form 700 filings (Disclosure Docs); and electronically collected air monitoring data (AirVision). The official status of any particular record and whether or not it is disclosable under the Public Records Act will vary depending upon the type of record and its status in the particular program. Please consult District Counsel if necessary before releasing such records.

3. Official Status of Working Files

Working files in progress have a unique status under the Public Records Act. Specific documents may be considered Public Records and may be subject to disclosure. Please consult District Counsel if such records are requested.

E. Retention Periods and Disposition of Official District Records

1. Official Records located in Quesyts and/or Confidential Files

The retention time period for specific types of Official District Records are as listed in Exhibit “A”.

Any Official District Record type not listed in Exhibit “A” shall be retained for at least the minimum time period required by State or Federal law, order, rule or regulation.

STANDARD PRACTICE
of the
Mojave Desert Air Quality Management District

Any Official District Record type not listed in Exhibit “A” and not required to be retained by State or Federal law, order, rule or regulation for a different period of time shall be retained for at least two (2) years.

Any specific Official District Record of a type listed in Exhibit “A” which is otherwise required to be retained by State or Federal law, order, rule or regulation shall not be destroyed or otherwise disposed of until after the expiration of the longest time period specified.

Any Official District Record subject to a Litigation Hold shall not be destroyed or otherwise disposed of until after the Litigation Hold has been removed (by District Counsel or appropriate litigation counsel) regardless of the applicable retention period.

Preliminary drafts, notes, or interagency or intra-agency correspondence which are not retained or required to be retained by the District pursuant to state or federal law, order, rule or regulation may be destroyed if such records are no longer necessary.

Duplicate records may be destroyed or otherwise disposed of as long as the original or a permanent copy is retained in another file maintained by the District. Hard copies, where the official record is otherwise stored, may be destroyed pursuant to the Questys QA/QC Protocol, the applicable protocol for the subject matter, or as indicated in Exhibit “B”.

Records required by law to be kept by another agency or entity may be destroyed or otherwise disposed of if such records are no longer necessary.

2. Official Records Not Yet in Questys, Located Elsewhere

Official Records may be maintained outside of Questys and the Confidential files (Working Files). However, employees are required to submit such records for inclusion into Questys once the project or function to which they relate is complete. Certain records may be stored in other District programs or in hard copy. These records may be disposed of as listed in subsection 1 above unless otherwise noted in Exhibit “A”

3. Final Disposition/Destruction of Official Records

Official Records contained in Questys, the Confidential files or other District files shall be reviewed for potential destruction upon the expiration of the applicable retention period. If the record is not required to be kept for another purpose then it may be removed from Questys pursuant to the Questys Removal Protocol. Records kept in other District programs may be destroyed as listed in Exhibit “A” or in some cases migrated into Questys then destroyed pursuant to the Questys Removal Protocol.

The District’s Record Manager or other person designated to destroy records under the applicable protocol will keep a destruction log indicating the general nature/type of

STANDARD PRACTICE
of the
Mojave Desert Air Quality Management District

records destroyed, the method of destruction (Shred/delete/purge) and the date upon which the destruction occurred.

4. Retention of Records for Longer Periods

Nothing in this standard practice requires the destruction of any record after the period specified in Exhibit "A" or as required by state or federal law, order, rule or regulation. The APCO or department supervisor may require the retention of any record for a longer period of time for the convenience of the District

F. Litigation Hold

When litigation is reasonably foreseeable District Counsel will issue a "litigation hold" on all records related to the subject matter of the litigation. Such litigation hold will be issued by memo to the employee or employees directly responsible for the information in question with copies to their immediate supervisor and the Air Pollution Control Officer. Written instructions will be provided in hard-copy and delivered personally to the affected persons. Employees are required to retain all hard-copy and electronic data as indicated in the written instructions.

In addition, District Counsel may request that restrictions designed to preserve information be placed on District technological resources such as particular computers, databases, servers, folders, and/or e-mail boxes. In such a case a separate "litigation hold" memo will be issued to the appropriate persons detailing the location, scope and types of information to be preserved from destruction. A copy of this memo will be provided to the Air Pollution Control Officer. Memos will be provided in hard-copy and delivered personally to the persons in positions most likely able to implement a litigation hold on electronic data.

Once litigation has been settled, completed or the litigation hold is no longer necessary District Counsel will remove the litigation hold by issuing written instructions to the persons notified in the initial memos.

Approved to as Legal Form:



Karen K. Nowak
District Counsel

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Citations	Questys Retention Code	Responsible Department
CCP = Code of Civil Procedure	#Y = Number of years from document date	AD = Administration
CCR = California Code of Regulations (Administrative Code)	#E = Number of years from expiration, superseded, or cancellation date of document	AM = Air Monitoring
CFR = Code of Federal Regulations	#F = Number of years from Facility expiration or cancellation of all permits	C = Compliance
GC = Government Code	I = Indefinite	CRE = Community Relations & Education
H&S Code = Health & Safety Code	X = Keep indefinitely for useful or historical purposes	E = Executive Offices
LC = Labor Code		HR = Human Resources
PC = Penal Code		O = Operations
R&T Code = Rev & Tax Code		ODC = Office of District Counsel
USC = US Code		P = Permit Engineering
		R = Rulemaking & Planning
		RM = Records Management

Destruction of any record must be authorized by the legislative body of the District (Gov. Code §§60200-60204)

Record Type/Description	MDAQMD Official Document ¹ Minimum Retention Period ²	Citation ³	Retention Code/ Location	Responsible Dept.
AB2766 (Motor Vehicle Registration Fee surcharge subvention records from DMV)	7 years after receipt of funds ⁴		7E	AD
Accident/Illness Report (Includes Medical Records, Exposure to toxic substances records & MSDS Sheets. Excludes Health insurance claims, 1 time medical treatment, records for employees working less than 1 year if records provided to employee)	Non Public Record in HR Files. 30 years after termination/separation from employment.	GC 6254(c) 8 CCR 2304(d)(1)(A-B)	HR Files; Personnel File	HR

¹ Official Documents are primarily stored in Questys. Certain official records are stored electronically in other programs. Non-public/exempt Records stored as indicated either by document type or protocol.

² Periods specified are MINIMUM retention periods. Documents may be kept longer if they remain useful (See Section E.4. above.)

³ Citations are provided primarily for reference. A particular citation may not be directly applicable by its terms to Special Districts such as the MDAQMD.

⁴ Retention period set to be consistent with other financial records.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDAQMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Accident Reports (Damage to District Property)	10 years	CCP 337.15 GC 34090	10Y	AD
Accounting (General Ledger)	7 years ⁵	CCP 337 GC 34090	7Y	AD
Accounting (Permanent Account Books per IRS regulations)	Permanent	26 CFR 1.6001-1(c) & (e)	I	AD
Accounts Payable (Journals, statements, account posting, vouchers, invoices, billings, purchase orders, check requests, checks, voided/canceled checks, credit card statements expense reimbursements, per diem etc.)	7 years ⁶	CCP 337 GC 60201(d)(12) 26 CFR 31.6001-1(e)(2)	7Y	AD
Accounts Receivable (Deposit receipts, receipt books, records of payments etc.)	7 years ⁷	CCP 337 26 CFR 31.6001-1(e)(2)	7Y	AD
Air Monitoring/Air Quality Records (Excluding physical samples)	2 years after QA/QC by oversight agency.		2E	AM
Air Monitoring Filters & Samples	5 years after date of collection	40 CFR 58	5Y	AM
Air Toxics "Hot Spots" Records/Reports	2 years after expiration of all permits held by facility.		2E	C and P
Agenda & Meeting Related (Agendas, staff reports, background documentation, notices, proof of publication etc. for Governing Board, Hearing Board, and any Brown Act committee.)	Life of agency	GC 34090 GC 60201(d)(1-3)	I	E

⁵ Statutory minimum = Audit + 4 years. Retention period set to be consistent with other financial records.

⁶ Statutory minimum = Audit +4 years for general, payment date +7 for reimbursements. Retention period set to be consistent with other financial records.

⁷ Statutory minimum = Audit +4 years. Retention period set to be consistent with other financial records.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDAQMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Annual Financial Report⁸	Audit +7 Years	GC 34090	7E	AD
Appraisals (For real property owned by District)	Not a public record until real estate transaction complete then 2 years.	GC 6254(h) 34090	2E	AD
Asbestos Notices – Facility (See Facility Related)	N/A	N/A	N/A	N/A
Asbestos Notices – Non Facility (Notices of demolition/renovation not related to permitted facility.)	2 years from date of document.		2E	C
Audio Files (Tapes/electronic audio files of official meetings)	30 days after approval of minutes of meeting.		N/A	E
Audit Reports (Includes backup, development documents and correspondence) ⁹	7 years ¹⁰	GC 34090	7Y	AD
Bank Records (Deposits/Reconciliations)	7 years ¹¹	GC 34090	7Y	AD
Bids – Successful (Includes plans, specifications, requests for proposals etc.)	4 years	CCP 337, 337.1 GC 34090	4Y	AD
Bids – Unsuccessful (Bid packages only)	2 years	GC 34090, 60201	2Y	AD
Billings (See Accounts payable)	N/A	N/A	N/A	N/A
Blueprints/Drawings – Facility Related (Usually held in hardcopy. See Facility Files)	N/A	N/A	N/A	N/A
Blueprints/Drawings – Non-Facility Related (Usually held in hardcopy)	2 years		2Y	C and P
Brochures/Publications (May retain longer if historical value)	2 years	GC 34090	2Y	CRE

⁸ Financial Reports and Audits appear on Agenda and therefore will be retained under that category.

⁹ Final documents appear on Governing Board Agenda and therefore retained under that category.

¹⁰ Statutory minimum = Current +4 years. Retention period set to be consistent with other financial records.

¹¹ Statutory minimum = 4 years. Retention period set to be consistent with other financial records.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDAQMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Budget (Includes backup, development documents and correspondence) ¹²	Audit + 2 years	GC 34090	2E	AD
Capital Improvement Documents (Includes planning, design, construction, conversion modification of government owned facilities, structures and systems)	10 years after completion of project	GC 34090 H&S 19805	I	AD
CARB/EPA Correspondence – Non-Facility Related (See Correspondence.)	N/A	N/A	N/A	N/A
CEQA – For District Actions (See Agenda Related)	N/A	N/A	N/A	N/A
CEQA – Participation in Other Agency Actions (See Correspondence)	N/A	N/A	N/A	N/A
Cell Phone -Personal; Voice Mails/E-mails/Texts - Personal (If information is “public” AND not already in a district resource, employees are required to forward to district resource per Standard Practice 4-16. See also Correspondence and/or E-mail.)	N/A	N/A	N/A	N/A
Checks (See Accounts Payable)	N/A	N/A	N/A	N/A
Citizen Feedback (See Correspondence unless Facility Related or Rule Development Related)	N/A	N/A	N/A	N/A
Claims Against District¹³	Until settled + 2 years	GC 60201(d)(4) GC 34090	2E	ODC
Complaints – Facility (See Facility Related)	N/A	N/A	N/A	N/A

¹² Final documents appear on Governing Board Agenda and therefore retained under that category.

¹³ Most claims will be retained by insurance carrier. Approval/denial of claim will be on Governing Board Agenda; Payments will be with Financial information and therefore retained under those categories.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDAQMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Complaints – Non-Facility (See Correspondence)	N/A	N/A	N/A	N/A
Conflict of Interest Code	Life of Agency	GC 87300 et seq.	I	E and ODC
Contracts (Including those involving or using State or Federal Funds but excluding real property design/development contracts)	7 years after termination/completion ¹⁴	CCP 337 CCP 337.2 CCP 343	7E	AD
Contract – Real Property (Includes development, design specifications, surveying, planning, supervision, testing etc of construction or improvement and may include releases, retentions, withholdings and change orders)	10 years after termination/completion	CCP 337.15	10E	AD
Copies of documents Scanned/Imported into Questys (By document type. Treated as copies pursuant to specific document type protocol and/or Questys QA/QC protocol. See also Exhibit "B" as attached)	See Exhibit "B"	Internal protocols	Storage	RM
Correspondence (Only applies to correspondence not related to another category. See also Facility Related; Rule Development Related, E-Mail or other category with longer retention period.)	2 years	GC 34090	2Y	Creating or Receiving Department
Credit Cards (See Accounts Payable)	N/A	N/A	N/A	N/A
Deeds (See Real Property related)	N/A	N/A	N/A	N/A
Demographics and Statistical Data	2 years after superseded	GC 34090	2E	AD

¹⁴ Statutory minimum =4 years from completion. However, most contracts grant/pass through funds require longer retention. Retention period set to be consistent with other financial records.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
DMV Information of Employees (NOT A PUBLIC RECORD See also Personnel Records)	When superseded	GC 34090 CG 6254(c)	N/A	HR
E-Mail (Only applies to E-mail not related to another category. See also Facility Related; Rule Development Related, Correspondence, or other category with longer retention period. See also E-Mail Standard Practice for documents retained in active E-mail boxes.)	See E-Mail Standard Practice (To be developed/may be include in SP 4-10)	N/A	N/A	N/A
EEOC Records (See Personnel – EEOC/FEHA Compliance)	N/A	N/A	N/A	N/A
Emission Reduction Credit Related (Special Rules apply. Certain records may need to be attached to purchasing/using Facility as well as creating facility. See also Facility Related)	Special rules apply. See protocol for ERCs.	N/A	N/A	N/A
Employee Medical/Exposure to toxic/harmful substances (NOT A PUBLIC RECORD . Includes OSHA injury reports. See also Personnel – Employee Records ¹⁵)	Length of Employment +30 years	GC 6254(c) 29 CFR 1910.1020 8 CCR 2304(d)(1)(A-B)	HR, Personnel Files	HR and AD
Employee Related Files (NOT A PUBLIC RECORD See Personnel – Attendance/Leave, Personnel – Employee Records; Personnel-Wages and Other Payments; Payroll)	N/A	N/A	HR Personnel Files Accufund	HR and AD

¹⁵ Includes all medical record pertaining to employees exposed to toxic substances or harmful physical agents. Does not include one-time first aid treatment on site by non-physician, minor injuries (burns, scratches, splinters etc.) that do not involve loss of consciousness, restriction of work/motion or transfer to another job. If employee involved is less than 1 year no need to retain records if records given to employee upon separation.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Ethics Records (Includes filed Form 700's, Ethics training records per AB 1234 of 2006, Sexual harassment training per AB 1825)	Variable ¹⁶	GC 53235.2 GC 81009(e-g)	Disclosure Docs	E
Facility Related (Special rules may apply for ERC related documents. See Emissions Reduction Credits.)	2 years after expiration/cancellation of all permits held by Facility		2F	C and P
Financial Records (Anything else financially related not listed elsewhere. See also Accounting)	7 years ¹⁷		7Y	AD
Fixed Assets (Includes Inventories, purchase dates, costs, disposal of, bid sales, Vehicle ownership, Vehicle title etc.)	Audit +7 years ¹⁸	GC 34090 CCP 337 VC 9900 et. seq	4E	AD
Forms	Until superseded	N/A	Server	Creating Department
Gifts to District (See Agenda Related) ¹⁹	N/A	N/A	N/A	N/A
Grant Related (See also Accounting and Contracts)	7 years after termination/completion ²⁰	CCP 337 CCP 337.2 CCP 343	7E	AD

¹⁶ These records are not kept in Questys but are found in Southtech systems Disclosure Docs program. Elected Officials & APCO Form 700 records are kept by FPPC. Employee Records are kept by District. AB1234 and AB1825 records are kept by District in the appropriate Personnel/Training files.

¹⁷ Statutory minimum = audit +2 or audit +4 years. Record period set to be consistent with other Financial information.

¹⁸ Statutory minimums shorter for purchase records and inventories. Vehicle title transfers upon sale. Longer period used to avoid confusion.

¹⁹ Gifts to agency require Governing Board approval. Records will be included under Agenda Related.

²⁰ Statutory minimum =4 years from completion. However, most contracts grant/pass through funds require longer retention. Retention period set to be consistent with other financial records. Grant program implementation documentations should be retained at least 7 years after last grant issued under program has been terminated/completed.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Insurance Related (Non-Personnel. Federal OSHA Forms, loss analysis, safety reports etc. which are NOT kept by carrier)	Current +7 Years ²¹	GC 34090 29 CFR 1904.44	7E	AD
Meeting Related (Brown act meetings, See Agenda Related)	N/A	N/A	N/A	N/A
Legal Opinions (NOT PUBLIC RECORD)	Superseded +2	GC 34090	ODC	ODC
Litigation – Enforcement Actions (See Facility Related)	N/A	N/A	N/A	N/A
Litigation – Other²²	Final Settlement/Adjudication +2 years	GC 34090	ODC 2E	ODC
Newsletters, Publications & Marketing materials (Dated promotional/SWAG not subject to retention)	2 years ²³	GC 34090	2Y	CRE
Notices (See Proof of Publication/Legal Notices)	N/A	N/A	N/A	N/A
OSHA – CAL and Federal (Personnel logs, filed records, annual summaries, injury reports etc)	5 years	LC 6410 8 CCR 14307	HR Personnel Files	HR and AD
Payroll Related (INCLUDES SOME NON-PUBLIC RECORDS. Consists of payment records, employee information, time cards, registers, Federal/State reports etc.)	Current +7 years ²⁴	GC 60201 CCP 337 29 CFR 516.5, 516.6(c) LC 1174 8 ccr 11000 et seq	Accufund Personnel Files	AD

²¹ Statutory minimums = 2 years for State required reports, 5 years for Federal Reports. Longer period used to conform with other Financial records.

²² Files may be retained by outside counsel.

²³ May want to retain longer for historical reference.

²⁴ Some statutory requirements less. Longest period used to avoid confusion.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Permit Billing Related (See Financial Records unless document in Facility Related file)	N/A	N/A	N/A	N/A
Personnel – EEOC/DFEH Compliance (Includes documents showing compliance with State and Federal equal employment requirements)	3 years	29 CFR 1602.30	3Y	HR
Personnel – Employee Benefit Plans & Programs (Includes final copies of plans such as: cafeteria, health insurance, COBRA, extension of benefits, insurance policies, EAP, Deferred compensation 457/401(a) etc.)	Life of plan +7 years after last employee covered by plan provisions separates ²⁵	29 USC 1027 29 CFR 1627.3(b)(2) GC 34090 GC 12946 28 CCR 1300.85.1 11 CCR 560	6E	HR and AD
Personnel – Employee Records (INCLUDES SOME NON-PUBLIC RECORD. Including but not limited to General personal information, Demographic information, Benefit Plan Selections, Employment Agreements, Applications, Verifications, Job description, Performance Evaluations, Physical Examination Results, Disciplinary actions, Separation/Termination Documents, training documentation, fingerprints, ID cards.)	3 years after separation/termination ²⁶	8 USC 1324a (b)(3) GC 12946 GC 6254(C) LC 1174 29 CFR 1627.3 2 CCR 7287(a), (c)(2)	HR Personnel Files	HR

²⁵ Statutory minimum = 2-6 years after plan expiration depending on plan. Longer period used to conform with other financial information.

²⁶ Statutory requirements range from a minimum of 2 years to 3 years after separation/termination. Since these records are all contained in the same file the longest term was used to avoid confusion. See also Employee Medical/Exposure to toxic/harmful substances for longer retention period.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Personnel – Labor Agreements (MOU, ECP etc, Also included negotiation related documents however such negotiation documents may be retained as non-public records in hard copy format.)	3 years after last employee covered by provisions separates .	29 CFR 516.5	3E	AD
Personnel – Organization (Includes but is not limited to officially published/released organizational charts, classification plan, wage rates etc.)	2 years ²⁷	GC 12946 GC 34090 29 CFR 516.6	2Y	AD
Personnel – Policies and Procedures (Including PPP, FMLA/CFRA policies etc)	3 years after last employee covered by provisions separates	29 CFR 516.6 29 CFR 1627.3(a)	3E	E
Personnel – Recruitment (<u>INCLUDES SOME NON-PUBLIC INFORMATION</u> . Includes but is not limited to: Recruitment lists, ethnicity disclosure, examination materials, answer sheets, job advertisement and announcements, applications of persons not hired, information regarding non-hire of applicant(s))	2 years after recruitment complete or list expires.	GC 34090 GC 12946 29 CFR 1602.31, 1627.2(b)(1)(i). 1627.3	HR	HR
Personnel – Wages and Other Payments (<u>INCLUDES SOME NON-PUBLIC</u> . See Payroll Related)	N/A	N/A	N/A	N/A

²⁷ Note that most of these items will be otherwise included as part of the Governing Board Agendas and thus will be retained for the life of the agency per Agenda Related category.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Plans & Plan Development Documents (Official Air Quality, Grant, and other plans/program documentation required by State or Federal Law – See Rule & Plan Development Related; Accounting and Contracts)	Variable ²⁸		Variable	Variable
Policies, Procedures and Standard Practices – Non-personnel	3 years after supersession ²⁹		3E	E
Press Releases	2 years ³⁰	GC 34090	2Y	CRE
Proof of Publication/Legal Notices (See underlying document type such as Rule Archive, Agenda Related, Facility File etc.)	N/A	N/A	N/A	N/A
Public Records Act Requests³¹ (Requests which are given a number per Standard Practice 4-12)	2 years	GC 34090	2Y	RM
Purchasing Related (See Accounting and Financial Related)	N/A	N/A	N/A	N/A
Recordings – For Preparation of Minutes	30 days after minutes approved by appropriate body	GC 34090 64 OAG 317	Server	E
Recordings – Other Events (considered duplicate if other record, minutes are kept)	90 days after event	GC 34090 GC 34090.7	Server	E

²⁸ Air Quality Rule and Plan Documents are permanent, Grant and other programs will depend on the underlying program but generally 7 years after expiration of the last project/grant under the program would be appropriate.

²⁹ Technically only 2 years but retained for longer to match personnel related policies/practices.

³⁰ May want to retain permanently for historical reference.

³¹ Numbers of records processed in a given year are retained longer for historical purposes.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Record Type/Description	MDAQMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Recording – Routine Surveillance (Video of specific "incidents" segregated pursuant to direction.)	1 year unless claim or pending litigation involved.	GC 34090 GC 34090.6	Server	E
Records & Document Types not otherwise listed.	2 years		2Y	Creating Department
Records Management Disposition/Deletion Records (Records/spreadsheets indicating general description of documents and disposition/destruction date when the underlying document(s)/media have been dealt with)	Permanent	GC 34090	Server	RM
Real Property Related (Includes deeds, easements, leases etc See also Capital Improvements and Contracts – Real Property).	Permanent	GC 34090 GC 60201(d) CCP 337 CCP 337.2 CCP 343	I	AD
Rule & Plan Development Related	Permanent ³²	H&S 40725 et seq.	I	R
Tax Records-Federal/State (Includes 1096, 1099, W4 and W2, ³³ Reports, Filings etc.)	Current +7 ³⁴	26 CFR 31.6001.1-4 26 CFR 31.6001-1e 29 CFR 516.5-516.6 R&T 19530, 19704	7E	HR and AD
Tests and Reports – Facility Related (See Facility Related)	N/A	N/A	N/A	N/A

³² Statutory minimum = 2 years after rule/plan superseded for all purposes. Adoption documents on Governing Board agenda and retained under Agenda Related category. Longer period applied for historical and consistency purposes.

³³ These are often included in the Employee personnel file and thus are retained pursuant to that provision.

³⁴ Statutory minimum = Current +4 for employee related forms; 6 years for reports filed with State.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Unemployment Insurance Related (See Financial Records – Otherand Personnel)	N/A	N/A	N/A	N/A
Video Monitoring - Building Security Cameras	14 days unless an incident occurs. If incident occurs video will be downloaded and kept in a separate location. Retain for 2 years after incident closed.	N/A	2E	AD
Voice Mail (Only applies to Voice Mail required to be kept – most is draft or working and thus not required to be kept. Only applies to voice mail not related to another category. See also Facility Related; Rule Development Related, Correspondence, or other category with longer retention period.)	Transcribe to E-mail or save as audio file and retain per appropriate category.	N/A	N/A	N/A
Workers Compensation Files³⁵ (INCLUDES SOME NON-PUBLIC INFORMATION)	Settled/Closed +5 years	8 CCR 10102 8 CCR 15400.2	HR Personnel Files	HR

³⁵ Only if originals are not kept by risk management agency. Retention period set to be consistent with other financial records.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

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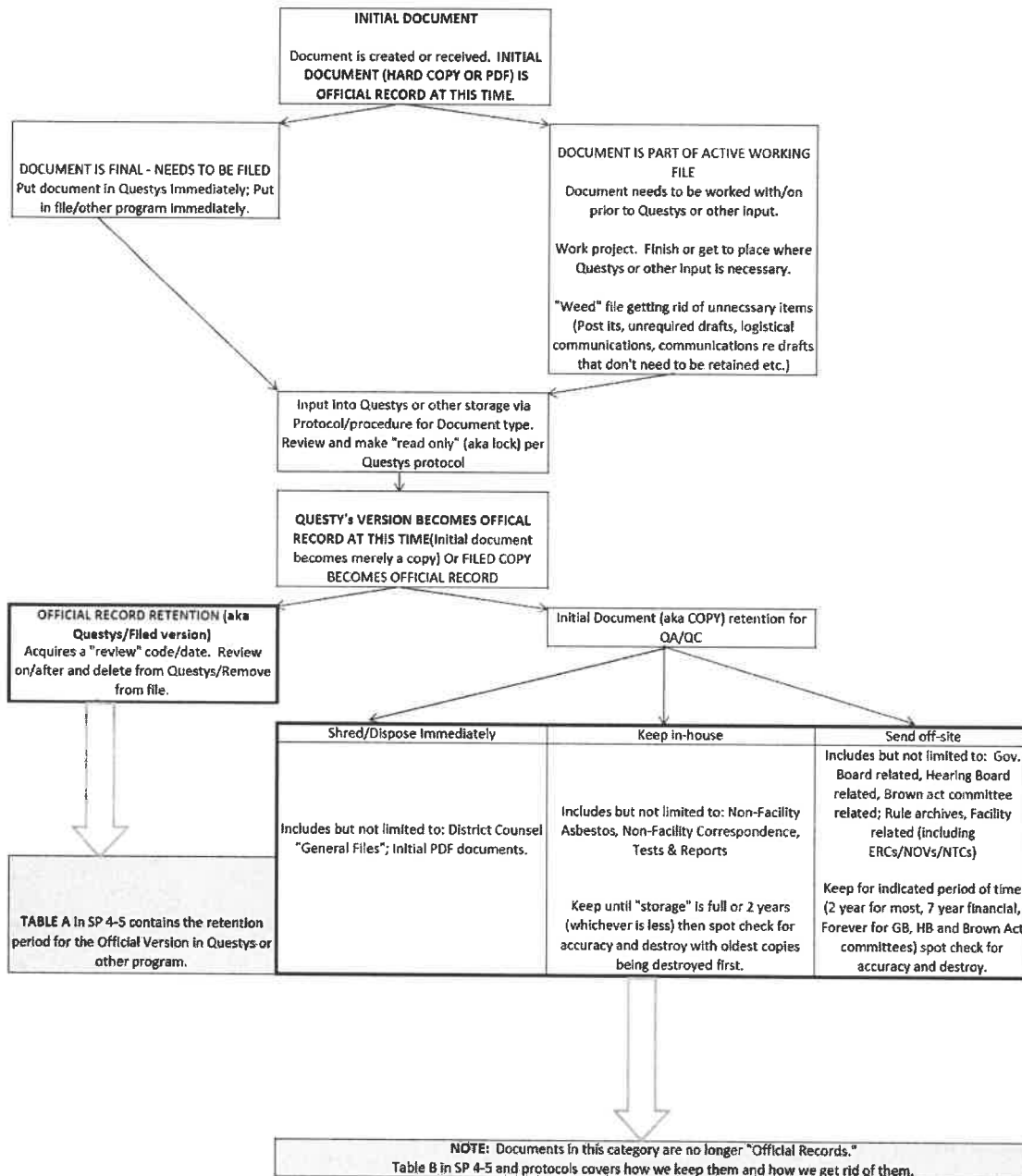
EXHIBIT “B”
Storage, QA/QC and Disposition of Copies
(Use When Official Document is stored electronically)
(Standard Practice 4-5)

Type of Document	Holding Period for Copy	Disposition of Copy	Reference
Agenda & Meeting Related (Brown act meetings)	Permanent	Iron Mountain	Questys QA/QC Protocol
Air Monitoring/Air Quality Data (As stored in database, excluding physical samples)	After acceptance and QA/QC by CARB/EPA, then may be removed per normal database maintenance.	Archive/Purge from database.	
Contracts (fully executed)	Termination of contract +2 years then QA/QC and destroy.	Shred	Questys QA/QC Protocol
Documents/Records in Accufund (After export of “official” information to Questys)	Current +7 years then may be removed per normal database maintenance.	Archive/Purge from database.	26 CFR 1.6001 AICPA
Documents/Records in CAPS (After export of “official” to Questys)	After transfer to Questys, may be removed per normal database maintenance.	Archive/Purge from database	Operations Practice
Facility Related (Non test & Reports)	2 years then QA/QC and destroy.	Shred/Recycle May keep final Word versions on server for future use.	Questys QA/QC
Facility Related – Received in PDF and imported. (If created by us see Facility Related)	May be deleted after QA/QC and “lock.”	Delete PDF	Questys QA/QC Protocol
Facility Related – Tests and Reports	Hold “in house” until storage area is full. QA/QC “oldest files” then destroy	Shred after QA/QC	Questys QA/QC Protocol
Financial Records (after export of official information to Questys)	Current +7 years then may be removed per normal database maintenance.	Archive/Purge from database	26 CFR 1.6001 AICPA
Non-Facility NOV/NTC	Hold 2 years, QA/QC then destroy.	Shred after QA/QC	Questys QA/QC Protocol

EXHIBIT "B"
Storage, QA/QC and Disposition of Copies
(Use When Official Document is stored electronically)
 (Standard Practice 4-5)

Type of Document	Holding Period for Copy	Disposition of Copy	Reference
Non-Facility Related (Including correspondence, PERP, Asbestos notices)	Hold "in house" until storage area is full, QA/QC "oldest files" then destroy	Shred after QA/QC	Questys QA/QC Protocol
Official/Original document required by law to be kept by other agency	Hold "in house" until storage area is full, QA/QC "oldest files" then destroy.	Shred after QA/QC	Questys QA/QC Protocol
Payroll Related	Hold any "hard copies" in house for 2 years after scanning, QA/QC then destroy.	Shred after QA/QC	Admin Practice
Rule & Plan Development Related	Hold 2 years, QA/QC then destroy.	Recycle after QA/QC Keep Word versions of Board package on server for future use	Questys QA/QC Protocol
Office of District Counsel General Files	Lock files then destroy	Recycle	ODC direction

Records Retention Flow Chart



APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

The Mojave Desert Air Quality Management District (MDAQMD) implements a Residential/Commercial* Battery Powered Lawn & Garden Equipment Exchange Program (Program) for eligible residents/small business landscape professionals/public entities in the District's jurisdiction. The purpose of this Program is to incentivize and accelerate the replacement of combustion lawn & garden equipment with the latest cordless, zero-emission battery operated equipment. Through this program eligible contractors/manufacturers will provide select and eligible cordless, zero-emission equipment which includes chainsaws, trimmers, edgers, brushcutters, leaf blowers, vacuums, walk behind lawn mowers, ride-on or stand/sit mowers at an incentivized cost-effective rate to eligible residents/homeowners/businesses/public entities who reside in the MDAQMD's district. An example of an agreement between a contractor/manufacturer is provided at the end of this appendix. The MDAQMD has/will utilize Carl Moyer Program funds for this program. In addition, the MDAQMD Board has authorized additional \$150,000 toward this Program as part of the Mobile Source Emission Reduction Plan. Costs associated with marketing and promotions are allowable subject to prior approval by the MDAQMD. The Executive Director is authorized to perform administrative functions (i.e. enter into agreements) for the implementation of these programs.

The MDAQMD program tentatively starts April 1st of every year and runs until the program funds are exhausted.

Note, In accordance, with Chapter 9, Section B.(2), the MDAQMD will waive Section 5, Applicant Cost Share when funding small business applicants for commercial lawn & garden equipment as defined in the districts cost share section if funding is available

For the purpose of this program, small businesses/company are defined as:

Small business — an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees. Commencing January 1, 2019, the average annual gross receipts threshold shall be fifteen million dollars (\$15,000,000). Gov. Code § 14837(d)(1)(A)

Microbusiness — small business which, together with affiliates, has average annual gross receipts of two million five hundred thousand dollars (\$2,500,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 25 or fewer employees. Commencing January 1, 2019, the average annual gross receipts threshold shall be five million dollars (\$5,000,000). Gov. Code § 14837(d)(2)

Sole proprietorship — set up to allow an individual to own and operate a business. A sole proprietor has total control, receives all profits from and is responsible for taxes and liabilities of

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

the business. <https://www.sos.ca.gov/business-programs/business-entities/startingbusiness/types#sole>

CONTRACTOR shall perform the following tasks when participating in the program:

Task(s)

- 1.1 CONTRACTOR shall make the qualifying models of lawn & garden equipment available at CONTRACTOR's authorized dealers during normal business hours.
- 1.2 CONTRACTOR shall ensure that its dealers sell the qualifying models of lawn & garden equipment to eligible participants, together with equipment information, to participants who reside within the geographical boundaries of the MDAQMD.
- 1.3 CONTRACTOR shall furnish the MDAQMD names, addresses and contact information of all the participants, including the product type, make, model, serial numbers (where applicable) of both the "trade in" units and new battery powered operated replacements for all units exchanged. See Section 1.5 and 1.10 below for additional invoice procedures.
- 1.4 CONTRACTOR shall provide its limited warranty and aftermarket service for residential / homeowner use to purchasers against defects in materials or workmanship as defined by the terms and conditions listed in the product warranty for a three-year term. CONTRACTOR shall be solely responsible for any and all costs related to repair or replacement of the equipment pursuant to the warranty.
- 1.5 CONTRACTOR shall invoice, on a monthly basis, the MDAQMD for the actual number of units sold at its authorized dealers. The invoiced amount per unit shall not exceed the grant amount ("MDAQMD Cost") per unit. The total amount invoiced over the term of the contract to the MDAQMD shall not exceed the allocated amount. The invoice will include the appropriate documentation of the program participants (customers) per section 1.3 above and 1.10 below.
- 1.6 CONTRACTOR's limited warranty shall include the following:
 - A. Warrantor
 - B. Persons covered by the warranty.
 1. The original purchaser and or small business. C. Duties of the customers/small businesses.
 1. Use reasonable care in the maintenance, operation, and storage of the product as explained in the instruction manual. D. Duties of the Warrantor.
 1. Any defective product or component covered by this warranty will be repaired or replaced at the option of the warrantor, solely at Warrantor's expense through an authorized Dealer.
- 1.7 CONTRACTOR, through its Dealers, shall obtain all required permits from State and local authorities and comply with all applicable sales tax requirements.
- 1.8 CONTRACTOR, through its Dealers, and in conjunction with the MDAQMD will organize kick-off events to encourage participation in the program. Cost of advertising can be billed

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

to MDAQMD as part of the grant. Prior approval by the MDAQMD is required before the cost is committed or incurred.

- 1.9 CONTRACTOR, through its Dealers, shall obtain *gas equipment release* forms from the participants relinquishing all rights, ownership and interest from their gas equipment in exchange for discounted prices on new quieter, cordless, zero-emission battery-powered lawn tools.
- 1.10 CONTRACTOR, through its Dealers, shall verify and certified that all gasoline lawn & garden equipment has been destroyed and rendered inoperable as part of their monthly invoice.
- 1.11 CONTRACTOR, through its Dealers, shall verify and certified that small businesses applicants. If a business, the Contractor must ensure the business provide their (1) Official Business or Organization name that is concurrent with the business license or Employer Identification Number, (2) Address of the principal place of business, (3) Employer Identification Number or Personal or Business Identification Number (if applicable). Other methods to identify a small business (such as a sworn affidavit) may be considered on a case-by-case basis.
- 1.12 CONTRACTOR, through its Dealers will identify small businesses that may be eligible for co-funding. Small business are defined in accordance with Government Code Section 14837 (d) (1) (A) "Small business" means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees. Commencing January 1, 2019, the average annual gross receipts threshold shall be fifteen million dollars (\$15,000,000). Verification of small business status must be provided.
- 1.13 MDAQMD does not warrant or endorse the qualifying zero-emission lawn and garden equipment, including the batteries and chargers for any purpose, including materials, workmanship, merchantability or fitness for use.

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B
Residential/Commercial Lawn and Garden Equipment Replacement Program

MDAQMD and CONTRACTOR/MANUFACTURER Sample Agreement Month, Day, Year

1. PARTIES - The parties to this Contract are the Mojave Desert Air Quality Management District (referred to here as "MDAQMD") whose address is 14306 Park Avenue, Victorville, CA 92392 and CONTRACTOR/MANUFACTURER (referred to here as "CONTRACTOR") whose address is (ADDRESS of CONTRACTOR/MANUFACTURER).

2. RECITALS

- A. MDAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the Mojave Desert Air Quality Management District in the State of California. MDAQMD desires to contract with CONTRACTOR for the project described in Attachment 1 - Scope of Work, attached here and made a part here of.
- B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
- C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

3. PERFORMANCE REQUIREMENTS

- A. CONTRACTOR shall perform all tasks set forth in Attachment 1 Scope of Work, and, during the term of this Contract, shall not engage in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 Scope of Work.
- B. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to MDAQMD's final approval which MDAQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by MDAQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR's failure to achieve the performance goals and objectives stated in Attachment 1- Scope of Work, is not a basis for requesting reperformance unless work conducted by CONTRACTOR is deemed by MDAQMD to have failed the foregoing standards of performance.
- C. CONTRACTOR shall require its subcontractors to abide by the requirements set forth in this Contract.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

4. TERM - The term of this agreement will be in effect one calendar year once all parties have signed; or until December 31st of the signing year. No work shall commence until this Contract is fully executed by all parties.

5. TERMINATION

- A. In the event any party fails to comply with any material term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Scope of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Section 10. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.
- B. Either the Contractor or the MDAQMD may terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by MDAQMD, discontinue any work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to MDAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any work already in progress and to dispose of any property as requested by MDAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under Section 5.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to MDAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR

6. INSURANCE

- A. In order to accomplish the indemnification herein provided for, CONTRACTOR shall procure and maintain, throughout the term of the Agreement replacement value insurance coverage to ensure complete repair or replacement in the event of major damage to the equipment. CONTRACTOR will also maintain insurance as required by law or regulation the following types of insurance as may apply to CONTRACTOR's operations and handling of the new equipment:
 - i. Workers' compensation insurance in amounts to satisfy applicable state laws; ii. Employer's liability insurance in the amount of \$1,000,000; iii. Automobile liability insurance in the amount of \$1,000,000 per occurrence; iv. General commercial liability insurance for bodily injury, death or loss of or damage to

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

property of third persons in the minimum amount of \$1,000,000 per occurrence and in the aggregate.

- B. Such insurance policies shall name MDAQMD, its officers, agents, employees, individually and collectively, as additional insured (except workers' compensation insurance), for purposes of the matter covered under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, agents, employees, individually and collectively. Such coverage for additional insured shall apply as primary insurance, and any other insurance maintained by MDAQMD, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any failure to comply with any of the provisions or policies including breach of warranties shall not affect coverage provided to the District, its officers, agents, employees, individually and collectively. CONTRACTOR will not cancel required insurance policies without thirty (30) day prior written notice.
- C. Prior to the commencement of performing its obligations under this Agreement, CONTRACTOR shall provide to MDAQMD appropriate certificates from its insurance carrier or carriers stating that such insurance coverages have been obtained and are in full force; that MDAQMD, its officers, agents and employees will not be responsible for any premiums on the policies; that such insurance names MDAQMD, its officers, agents, and employees, individually and collectively, as additional insureds and stating policy number, dates of expiration, limits of liability thereunder, and special endorsements (except workers' compensation insurance), for purposes of the matter covered under this Agreement; that such coverage for additional insured shall apply as primary insurance and any other insurance maintained by MDAQMD, its officer, agents, and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
- D. All insurance certificates must be sent to MDAQMD, by email to grants@mdaqmd.ca.gov or by mail to 14306 Park Avenue, Victorville, CA 92392.

7. INDEMNIFICATION

- A. CONTRACTOR agrees to hold harmless, defend and indemnify MDAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action judgments, attorney's fees, or any other expenses arising from or related to any third party claim against MDAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.
- B. CONTRACTOR agrees to hold harmless, defend and indemnify MDAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, demands, judgments, legal fees, or any other expenses incurred

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

or required to be paid by MDAQMD, its officers, employees, agents, representatives, and successors-in-interest arising from or related to any injury to persons or damage to property that is in any way attributable to eligible equipment as specified in Attachment 1, including, without limitation, its use, operation, sale or delivery.

- C. This Indemnification shall survive the expiration or termination (for any reason) of the Contract and shall remain in for the contract term.

8. RECORDS RETENTION ON-SITE INSPECTIONS AND AUDIT

- A. CONTRACTOR agrees to the following Records Retention Period: maintain records related to this Contract during the Contract term and continue to retain these records for a period of three years beyond the Contract term. CARB reserves the right, within its sole discretion, to extend this retention period beyond the three years on a case-by-case basis.
- B. MDAQMD, or its designee(s), shall have the right to conduct on-site inspections of the project and to audit records related to this Contract during the Records Retention Period. CONTRACTOR agrees to include a similar right for MDAQMD to conduct on-site inspections and audits in any related subcontract.
- C. If an amount is found to be inappropriately expended, MDAQMD may withhold payment, or seek reimbursement from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding or reimbursement shall not be construed as MDAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

9. PAYMENT TO CONTRACTOR

- A. MDAQMD shall pay CONTRACTOR the amounts indicated in Table 1 of Attachment 1 up to and not-to-exceed the maximum allowable grant amount.
- B. CONTRACTOR with written approval of the MDAQMD can submit invoices for advertising for an amount not to exceed one-thousand dollars (\$1,000). CONTRACTOR may request an additional amount in writing and will be subject to approval by the MDAMQD before any cost are incurred.
- C. Payment shall be made by MDAQMD to CONTRACTOR within thirty (30) days after approval by MDAQMD of an invoice prepared and furnished by CONTRACTOR Each invoice must be prepared in duplicate, on company letterhead, and submitted to: Mojave Desert Air Quality Management District, Attn: Grants Staff.
- D. MDAQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in MDAQMD's sole judgment.
- E. CONTRACTOR must disclose all other sources of funding that is applied to the invoices or equipment purchases if combining with Carl Moyer Funding.

10. PAYMENT TO GRANTEE

- A. MDAQMD shall pay GRANTEE the amounts indicated in Table 1 of Attachment 1 up to and not-to-exceed the maximum allowable grant amount.

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

- B. Payment shall be made by MDAQMD to GRANTEE within thirty (30) days after approval by MDAQMD of an invoice prepared and furnished by GRANTEE. Each invoice must be prepared in duplicate, on company letterhead, and submitted to: Mojave Desert Air Quality Management District, Attn: Grants Staff.
- C. MDAQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in MDAQMD's sole judgment; or in accordance with payment procedure outline in XVII of the Carl Moyer Policies and Procedures.
- D. GRANTEE must disclose all other sources of funding that is applied to the invoices or equipment purchases if combining with Carl Moyer Funding.
- E. MDAQMD must disclose all other sources of funding that is applied to the invoices or equipment purchases if combining with Carl Moyer Funding.

11. NOTICES - The persons and their addresses having authority to give and receive notices under this agreement are as follows:

CONTRACTOR/MANUFACTURER	MDAQMD	MDAQMD
Name	Staff #1	Staff #2
Position	Position	Position
Address	14306 Park Avenue Victorville, CA 93535	14306 Park Avenue Victorville, CA 93535

Any and all notices to MDAQMD and CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered, or in lieu of such personal service, when actually received or when deposited in the United States mail, postage prepaid, addressed to such party.

12. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of MDAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by MDAQMD to its employees. MDAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements. CONTRACTOR shall promptly notify MDAQMD of any material changes to subcontracts that affect the Contract's scope of work, deliverable schedule, and/or payment/cost schedule.

13. PUBLICATION

- A. MDAQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from MDAQMD in connection with performance under this Contract.
- B. Information, data, documents, photographs or reports developed by CONTRACTOR for MDAQMD, pursuant to this Contract, shall be part of MDAQMD's public record unless otherwise indicated. Contract.
- C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.
- D. CONTRACTOR shall have the right of prior written approval for any document or media, which shall be disseminated to the public by MDAQMD in which MDAQMD obtained and is utilizing images of products with the CONTRACTOR/MANUFACTURER logo. For written approval contact (CONTRACTOR/MANUFACTURER). CONTRACTOR/MANUFACTURER will have ten days to provide written approval from the date of MDAQMD's request. If no response is received the District will have the discretion to use CONTRACTOR/MANUFACTURER branding or leave it out altogether. Likewise, MDAQMD will have ten days to provide written approval if CONTRACTOR requests to use the MDAQMD logo and associated branding for in-store materials such as posters, direct mailers, product hang tags etc. If no response is received CONTRACTOR will have discretion to use MDAQMD logo or leave it out altogether. Request must be made to (Communications Staff and Supervisor) CONTRACTOR and MDAQMD shall inform its officers, employees, and subcontractors involved with the development of any material that this is a requirement, and compliance is appreciated.

13. NON-DISCRIMINATION In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability, and where applicable shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

(PL. 88-352) and all amendments thereto, Executive Order No. 1 1246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

14. NON-DISCRIMINATION District-The Mojave Desert Air Quality Management District (MDAQMD) does not discriminate on the basis of race, national origin, ethnic group identification, ancestry, religion, age, sex, sexual orientation, gender identity, gender expression, color, genetic information, medical condition, or mental or physical disability, or any other attribute or belief protected by law in administration of its programs or activities, and MDAQMD does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in action protected by or oppose actions prohibited by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

15. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

16. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.

17. FORCE MAJEURE - Neither MDAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of MDAQMD or CONTRACTOR.

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

19. HEADINGS- Headings on the Sections of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

20. DUPLICATE EXECUTION This Contract may be executed in duplicate. Each signed copy shall have the force and effect of an original.

21. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

California. Venue for resolution of any disputes under this Contract shall be in San Bernardino County, California.

22. CITIZENSHIP AND ALIEN STATUS

A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603).

B. CONTRACTOR shall indemnify, defend, and hold harmless MDAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or MDAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

23. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from MDAQMD's Executive Director or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Director or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from MDAQMD.

24. POLITICAL ACTIVITY PROHIBITED - None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

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

26. CONFLICT OF INTEREST- No officer, employee or agent of MDAQMD who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. CONTRACTOR shall comply with all federal, state and local conflict of interest laws, statutes, and regulations.

27. TIME IS OF ESSENCE: Time is of the essence in completion of the services in this Agreement.

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

28. BENEFITS TO PARTES: Nothing contained in this Agreement will be construed to give any rights or benefits to any person other than the Parties, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and not for the benefit of any other person.
29. CHANGES IN SCOPE OF WORK: Changes or amendments to the Project application as it exists at the time the Governing Board makes the grant award and/or Scope of Work contained in this Agreement, including any increase or decrease in the amount of program funds awarded, and changes in the terms of this Agreement, shall be mutually agreed upon in writing by and between MDAQMD and Grantee, and shall only be effective by duly-executed written amendments to this Agreement.
30. ECONOMIC SANCTIONS: GRANTEE agrees to comply with existing economic sanctions imposed by the U.S. Government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.
31. RIGHTS TO EMISSION REDUCTIONS: Projects funded via the Carl Moyer Program cannot generate Emission Reduction Credits (ERCs) pursuant to MDAQMD Regulation XIV or be used for offsets pursuant to Regulation XIII. In addition, average banking and trading credits cannot be claimed.
32. CAPTIONS: The paragraph captions of this Agreement shall have no effect on its interpretations.
33. ENTIRE AGREEMENT: This Agreement, together with the Project application and Exhibit(s) A, Constitutes the entire Agreement between the Parties and will supersede all prior written or oral understandings. This Agreement and its Exhibits may only be amended, supplemented, modified or canceled by a duly-executed written instrument signed by the Parties.

APPENDIX B
Residential/Commercial Lawn and Garden Equipment Replacement Program

MOJAVE DESERT AIR QUALITY
MANAGEMENT DISTRICT

CONTRACTOR/MANUFACTURER Inc.

Name

Executive Director

Name

Position

Dated:

Dated:

Approved as to legal form:

Name

Legal Counsel

Dated:

END OF CONTRACT

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B
Residential/Commercial Lawn and Garden Equipment Replacement Program

SAMPLE SCOPE OF WORK CONTRACTOR/MANUFACTURER Month, Day, Year

The Mojave Desert Air Quality Management District (MDAQMD) implements a Residential/Commercial Battery Powered Lawn & Garden Equipment Exchange Program (Program) for eligible residents/small business landscape professionals in the District’s jurisdiction. The purpose of this Program is to incentivize and accelerate the replacement of combustion lawn & garden equipment with the latest cordless, zero-emission battery operated equipment. Through this program eligible contractors/manufacturers will provide select and eligible cordless, zero-emission equipment which includes chainsaws, trimmers, edgers, brushcutters, leaf blowers, vacuums, walk behind lawn mowers, ride-on or stand/sit mowers at an incentivize cost-effective rate to eligible residents/homeowners/businesses who reside in the MDAQMD jurisdiction.

Program qualifying models of new CONTRACTOR/MANUFACTURER branded chainsaws, trimmers, edgers, brushcutters, leaf blowers, vacuums, walk behind lawn mowers, ride-on or stand/sit mowers lawn & garden equipment are listed in Table 1. Customers will be able to purchase directly from the CONTRACTOR’s authorized dealers listed on Table 2.

Residents/small business landscape professionals qualify for an incentivize rates to exchange their combustion powered equipment for an equivalent cordless, zero-emission replacement. Table 3 provides summary of support services.

Table 1

Qualified Battery Powered Lawn & Garden Equipment Maximum Eligible Funding Amounts

<u>Equipment</u>	<u>Residential Grant Amount</u>	<u>Commercial Grant Amount</u>	<u>Applicant Cost Share*</u>
Chainsaws/Trimmers/Edgers/Brushcutters	\$300	\$700	TBD
Leaf blowers/Vacuums	\$200	\$1,400	TBD
Walk Behind Lawn Mowers	\$330	\$1,500	TBD
Ride-on or Stand/Sit Mowers	\$2,000	\$15,000	TBD

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

*Applicant cost share must also comply with Moyer cost share requirements and applicable sales tax.

The MDAQMD will utilize Carl Moyer Program funds in the amount of (\$insert amount) for this program. In addition, the MDAQMD Board has authorized additional \$150,000 toward this Program as part of our Mobile Source Emission Reduction Plan. Costs associated with marketing and promotions are allowable subject to prior approval by the MDAQMD.

The MDAQMD program tentatively starts April 1st of every year and runs until the program funds are exhausted.

CONTRACTOR shall perform the following tasks:

Task 1

- 1.1 CONTRACTOR shall make the qualifying models of lawn & garden equipment available at CONTRACTOR's authorized dealers during normal business hours.
- 1.2 CONTRACTOR shall ensure that its dealers sell the qualifying models of lawn & garden equipment to eligible participants, together with equipment information, to participants who reside within the geographical boundaries of the MDAQMD.
- 1.3 CONTRACTOR shall furnish the MDAQMD names, addresses and contact information of all the participants, including the product type, make, model, serial numbers (where applicable) of both the "trade in" units and new battery powered operated replacements for all units exchanged. See Section 1.5 and 1.10 below for additional invoice procedures.
- 1.4 CONTRACTOR shall provide its limited warranty and aftermarket service for residential / homeowner use to purchasers against defects in materials or workmanship as defined by the terms and conditions listed in the product warranty for a three-year term. CONTRACTOR shall be solely responsible for any and all costs related to repair or replacement of the equipment pursuant to the warranty.
- 1.5 CONTRACTOR shall invoice, on a monthly basis, the MDAQMD for the actual number of units sold at its authorized dealers. The invoiced amount per unit shall not exceed the grant amount ("MDAQMD Cost") per unit. The total amount invoiced over the term of the contract to the MDAQMD shall not exceed the allocated amount. The invoice will include the appropriate documentation of the program participants (customers) per section 1.3 above and 1.10 below.
- 1.6 CONTRACTOR's limited warranty shall include the following:
 - A. Warrantor
 - B. Persons covered by the warranty.
 1. The original purchaser and or small business.

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

C. Duties of the customers/small businesses.

1. Use reasonable care in the maintenance, operation, and storage of the product as explained in the instruction manual.

D. Duties of the Warrantor.

1. Any defective product or component covered by this warranty will be repaired or replaced at the option of the warrantor, solely at Warrantor's expense through an authorized Dealer.

- 1.7 CONTRACTOR, through its Dealers, shall obtain all required permits from State and local authorities and comply with all applicable sales tax requirements.
- 1.8 CONTRACTOR, through its Dealers, and in conjunction with the MDAQMD will organize kick-off events to encourage participation in the program. Cost of advertising can be billed to MDAQMD as part of the grant. Prior approval by the MDAQMD is required before the cost is committed or incurred.
- 1.9 CONTRACTOR, through its Dealers, shall obtain *gas equipment release* forms from the participants relinquishing all rights, ownership and interest from their gas equipment in exchange for discounted prices on new quieter, cordless, zero-emission battery-powered lawn tools.
- 1.10 CONTRACTOR, through its Dealers, shall verify and certified that all gasoline lawn & garden equipment has been destroyed and rendered inoperable as part of their monthly invoice.
- 1.11 CONTRACTOR, through its Dealers, shall verify and certified that small businesses applicants. If a business, the Contractor must ensure the business provide their (1) Official Business or Organization name that is concurrent with the business license or Employer Identification Number, (2) Address of the principal place of business, (3) Employer Identification Number or Personal or Business Identification Number (if applicable). Other methods to identify a small business (such as a sworn affidavit) may be considered on a case-by-case basis.
- 1.12 CONTRACTOR, through its Dealers will identify small businesses that may be eligible for co-funding. Small business are defined in accordance with Government Code Section 14837 (d) (1) (A) "Small business" means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees. Commencing January 1, 2019, the average annual gross receipts threshold shall be fifteen million dollars (\$15,000,000). Verification of small business status must be provided.
- 1.13 CONTRACTOR, must have a valid Employer Identification Number and California Business license for a minimum of the last two years.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

1.14 MDAQMD does not warrant or endorse the qualifying zero-emission lawn and garden equipment, including the batteries and chargers for any purpose, including materials, workmanship, merchantability or fitness for use.

Table 2

Authorized Dealers

	City/Town	Dealership	Address	Zip Code
1	Anytown	Anytown Dealership	1234 Mojave Way	xxxxx
2				
3				
4				
5				
6				
7				

Table 3

DETAILED SUMMARY OF SUPPORT SERVICES

	ACTIVITY
1	Assist with the design, development, and printing of advertising that can be displayed in a participating dealer’s storefront**.
2	Electronically record all trade-in product and the product registration for new equipment and furnish that information to the MDAQMD.
3	Provide a pre-registration option for residents interested in participating in the one-day event in Barstow.

** Other than the previously agreed upon deliverables (i.e. in-store posters, etc.) the MDAQMD will be responsible for advertising and marketing the residential/homeowner battery powered lawn & garden equipment exchange program. The MDAQMD will not use the CONTRACTOR/MANUFACTURER logo without prior approval. Likewise, CONTRACTOR/MANUFACTURER will not run advertising without prior MDAQMD approval.

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B
Residential/Commercial Lawn and Garden Equipment Replacement Program

CRRGP F I Z ' E

Project #:	
Applicant:	
Assigned P.O.:	
Infrastructure Type	

Infrastructure Project Scoring Details

Criteria #	Criteria	Criteria Percentage Weight	Sub-Criterias	Max. Possible Points	Staff Scoring
1	Project Location	8%	A. Project Location	8	0
			Located in AB 1550 (low-income communities) or SB 535 (disadvantaged communities)	8 Note: the scoring system operates on a binary scale, with options of either 0 points or 8 points.	
2	Accessible for heavy-duty Truck Parking Facilities	18%	A. Applicants of heavy-duty Truck Parking Facilities	18	0
			Provide communal charging opportunities (e.g., truck yards, truck depots, truck stops, etc.)	18 Note: the scoring system operates on a binary scale, with options of either 0 points or 18 points.	
3	On-site power generated system	8%	A. Projects with renewable Solar/Wind Power Systems	8	0
			At least 50% of the total annual energy provided to covered sources by the project must be generated from solar/wind.	8 Note: the scoring system operates on a binary scale, with options of either 0 points or 8 points.	
4	Project Co-Funding	5%	A. Co-Funding (Total project funding provide by Non-MDAQMD Funding Sources)	5	0
			0% to 20%	1	
			21% to 40%	2	
			41% to 60 %	3	
			61% to 80%	4	
			Greater than 81%	5	
5	Local Needs	20%	B. Will Serve MDAQMD's Infrastructure Needs	20	0
			For primarily HHD vehicles(Class 8)	10	
			For non on-road equipment or MHD vehicles (Class 4-7)	5	
			For light duty vehicles/equipment	5	
6	Project Readiness and Implementation	18%	A. Project Implementation (Time needed for project completion from Execution of Grant Agreement)	10	0
			Operational within 12 months	10	
			Operational in 24 months	7	
			Operational in 36 months	4	
			More than 36 months	2	
			B. Project Readiness	8	0
			Demonstrates project feasibility and added benefits in line with District goals.	8 Note: the scoring system operates on a binary scale, with options of either 0 points or 8 points.	
7	First time applicant	5%	A. Application and Project Completeness (As submitted)	5	0
			Based on the completeness of the application as it is first submitted.	5 Note: the scoring system operates on a binary scale, with options of either 0 points or 5 points.	
8	Publicly Accessible	18%	A. Open to General Public	18	0
			An infrastructure project that is available to provide fuel or energy to all members of the general public with no physical access restrictions and no necessity to enter into a contract or sign release of liability.	18 Note: the scoring system operates on a binary scale, with options of either 0 points or 18 points.	
Total:		100%	Total:	100	0
Comments (Please enter anything else you believe should be factored in):					

APPENDIX D

Voucher Incentive Program (VIP)

1. PROGRAM APPROVAL

The Mojave Desert Air Quality Management District Governing Board on March 27, 2023 authorized the District's participation, application, contract negotiation, acceptance and encumbrance of Year 25 Carl Moyer State Reserve grant funds. The State Reserve funds for Year 25 are to be used to implement the VIP. The Governing Board also approved a resolution to continue to participate in Carl Moyer State Reserve Funds until 2027.

2. SELECTION OF DEALERSHIP AND DISMANTLERS

The District will attempt to leverage and enter into agreements with prior dealership/dismantlers who have participated in the VIP programs with other air districts. The purpose of this approach is that said dealerships/dismantlers will have prior experience with the program and processes. Hence, improving and expediting the implementation of the program. As a priority, the District will attempt to contract with dealerships/dismantlers located within our jurisdiction when possible.

At any point during the implementation of the program a dealership/dismantler can request to participate. The District will ensure participating dealerships, dismantlers, and/or authorized third-party contractors meet all VIP requirements. Air districts must receive all requested documents from the dealership/dismantler prior to signing an agreement when possible. If the documents are not in file the District reserves the right to not process any applications/paperwork from dealership/dismantlers until the appropriate documentation is received.

Lastly, prior to the start of the VIP program, the District will conduct a virtual training for dealerships and dismantlers. Dealerships/dismantlers will be required to attend the live training and/or view a recording of the training video prior to participating in the program. Dealerships/dismantlers are encouraged to contact the District for any questions.

3. PAYMENT PROCESS

A goal of the program is to ensure payment can occur when the existing vehicle is turned into the dealership and the replacement vehicle is ready for purchase. The District shall work towards achieving this goal and will notify the dealership of any delays in issuing payment. Any delays or missing documentation can result in delay of payments. The District reserves the flexibility to reimburse and issue payments to the dealership via these two options: (1) start the disbursement process as soon as they receive a reimbursement Invoice, or (2) start the disbursement process and issue a check within ten business days of receiving a completed Reimbursement Package. Depending on the circumstance, the District will alternate between options 1 or 2. The flexibility will allow the District to make payments expeditiously to the dealership when all documentation and program requirements have been met.

APPENDIX D

Voucher Incentive Program (VIP)

4. DOCUMENTATION

Paperless System for Record Keeping- The District now maintains electronic records for incentives/grants. The District maintains project and grant folders. Grant folders, contain electronic versions of agreements and exhibits with CARB on incentive funding(s). The project folder contains all documentation required by the incentive program's guidelines. Furthermore, the records are stored on an internal server and backed-up on a regular basis in accordance with the District's IT back-up policy. The District will follow the same paperless system for record keeping as it pertains to the VIP program guidelines. The VIP project folder will contain all the documentation required as stated in the guidelines.

5. AUDITS

The District has entered into a contractual agreement with the participating dealers and dismantlers. The dealers/dismantlers are responsible for conducting the required inspections (inspection, post-inspection, pre-dismantle) but the District will conduct the dismantle inspection. As the District is not completing all of the inspections, the District will audit five percent of each type of inspection (pre, post, pre-dismantle). Audits will be done randomly and occur throughout the implementation timeline of the program. The District will follow the audit requirements established in Table 1 of the VIP Guidelines.

6. DEALER AND DISMANTLER TRAINING

The Districts is responsible for dealer/dismantler training, including updating the training whenever substantive changes are made to the VIP Program and/or this supplemental guidance document.

Prior to the start of the VIP program, the District will conduct a virtual training for dealerships and dismantlers. Dealerships/dismantlers will be required to attend the live training and/or view a recording of the training video prior to participating in the program. If a participating dealer/dismantler cannot make a live training event they will be required to view the training video and send an email to the District of their staff who viewed the training and the date it was viewed. The email will then be put into the project files. A video of the training will be made available on the District's VIP webpage for reference. The live trainings registrations and the email will ensure that at least one representative from each participating dealership/dismantler is trained on the terms, conditions, and requirements of the VIP.

7. OUTREACH

The VIP is a streamlined approach to reduce emissions by replacing old, high-polluting vehicles with newer, zero-emission vehicles. This program is limited to owners/operators with fleets of 10 or fewer vehicles that have been operating at least 75% (mileage-based) in California during the previous 24 months. The goal of this program is to reduce emissions from in-use heavy-duty trucks in small fleets by replacing Engine Model Years 2018 and older with zero-emissions compliant models. Outreach for the VIP program will

APPENDIX D

Voucher Incentive Program (VIP)

be consistent with *Section VIII. Program Outreach* of the District's Carl Moyer Program Policies and Procedures Program as applicable. The District will also post about the program on our social media platforms, create a brochure and maintain a VIP webpage.

Mojave Desert Air Quality Management District

Brad Poiriez, Executive Director

14306 Park Avenue, Victorville, CA 92392-2310

760.245.1661 • Fax 760.245.2699

www.MDAQMD.ca.gov • [@MDAQMD](#)

Exhibit B





Mojave Desert Air Quality Management District

Carl Moyer Program Policies & Procedures Manual

August 26, 2024

14306 PARK AVENUE
VICTORVILLE, CA 92392
PHONE (760) 245-1661 FAX (760) 245-202

Carl Moyer Program Policies & Procedures Manual
TABLE OF CONTENTS

I. PURPOSE1

II. BACKGROUND1

III. PROGRAM TIMELINE /CARB APPLICATION & AWARD PROCESS2

IV. CORRESPONDENCE WITH CARB2

V. MATCHING FUNDS3

VI. PROCEDURE FOR OBTAINING MOYER FUNDS FROM CARB3

VII. DISBURSEMENT OF FUNDS BY CARB4

VIII. PROGRAM OUTREACH5

IX. PROGRAM SOLICITATION5

X. APPLICATION REVIEW/EVALUATION/PROJECT SELECTION.....6

XI. GOVERNING BOARD APPROVAL7

XII. GENERAL CARL MOYER PROGRAM IMPLEMENTATION7

XIII. PROJECT CATEGORIES8

XIV. PROJECT FILE SET UP AND MAINTENANCE8

XV. INSPECTIONS9

XVI. GRANT AGREEMENTS.....10

XVII. EXPENDITURES: PROJECT REIMBURSEMENTS11

XVIII. PROJECT MONITORING/NONPERFORMANCE13

XIX. FISCAL MANAGEMENT.....15

XX. INTEREST EARNED ON CMP FUNDS16

XXI. DISTRICT RECORDKEEPING17

XXII. REPORTING TO CARB17

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

Carl Moyer Program Policies & Procedures Manual

I. PURPOSE

This Policy and Procedure Manual provides guidance on how to implement the California Air Resources Board's (CARB) Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) to ensure fair and consistent decision-making, project selection, management, and tracking.

The requirements of the 2017 Carl Moyer Program Guidelines are also incorporated by reference into this manual.

II. BACKGROUND

Established in 1998, the Carl Moyer Program is a state grant program that funds the incremental cost of cleaner-than-required heavy-duty engines and equipment. Public or private entities that operate eligible engines and/or equipment in California can apply for grant funding through their participating local air pollution control or air quality management districts (Districts). Examples of eligible engines and equipment include heavy-duty on-road and off-road, marine, locomotive, stationary agricultural pumps, and airport ground support equipment.

The Carl Moyer Program is designed to cost-effectively reduce smog-forming and toxic emissions from older polluting engines by offering incentives to off-set the cost of newer, cleaner engines and technologies. The regulatory, technological, and incentives landscape has changed significantly since the creation of the Moyer Program. To address evolving needs, the Legislature has periodically modified the Program to better serve California. Most recently, Senate Bill (SB) 513 (Beall, 2015) has provided new opportunities for the Program to contribute significant emission reductions alongside implemented regulations, advanced zero and near zero technologies, and to combine program funds with those of other incentive programs. Three key changes to the program: SB 513 specified that the Board consider the cost of technology and the cost of regulations in establishing a new cost-effectiveness limit thus providing districts options to apply a cost-effectiveness limit for more recent regulations and a cost-effectiveness limit for advanced technology projects that are zero-emission, or alternatively meet the cleanest certified optional standard. The higher limit will provide additional incentive to turn engines and fleets over to the cleanest certified technologies now emerging in the marketplace. SB 513 provides a broader opportunity for air districts to support infrastructure projects. Air districts retain the flexibility to select projects that meet their local needs and priorities. SB 513 also allows for the leveraging of funds by working with applicants to co-fund projects with other incentive

programs up to the cost of the project with the exception that private sector projects contribute a minimum of 15 % cost share.

CARB is responsible for developing the guidelines that Districts use to implement the program. Annually, CARB allocates a portion of the available funding to Districts for local implementation of the program. The original Carl Moyer Program guidelines were revised in 2000, 2003, 2005, 2008, 2011 and 2017. These guidelines have been revised to reflect updates described in the “Carl Moyer Program Guidelines, 2017 Revisions.”

The Mojave Desert Air Quality Management District (MDAQMD) has participated in the Carl Moyer Program since its inception. Historically, project proposals have been accepted and approved on a first come, first served basis. However, the District has now moved to a competitive application process.

III. PROGRAM TIMELINE /CARB APPLICATION & AWARD PROCESS

Generally, the following outlines the Carl Moyer Program timeline:

By end of January	CARB sends application packet to air districts with notice of tentative Program Award amount.
By end of March	MDAQMD Governing Board approves tentative Program Award amount and District submits application packet to CARB.
By end of April	CARB notifies air districts of final Program Award.
By end of May	Executive Director executes the Program Award documents and submits to CARB along with MDAQMD Governing Board approved agenda item.
June 30 of following year	Target date for contracts to be executed.
June 30 of second year	Deadline for air districts to receive fund disbursements.
June 30 of fourth year	Deadline for air district to liquidate funds.

IV. CORRESPONDENCE WITH CARB

District staff shall document any applicable correspondence with CARB staff regarding CARB interpretations, clarification, guidance or possible deviations from the Carl Moyer Program guidelines. District staff will participate in the Carl Moyer Program Incentive Program

Implementation (IPI) Team meetings coordinated by CARB staff when required. The meetings are held about every four months as needed. The IPI meetings give the District an opportunity to be involved in the formation of advisories and guideline modifications, be informed of the status of other local District Carl Moyer Program implementations as well as other CARB related activities.

V. MATCHING FUNDS

Air districts implementing the Carl Moyer Program must commit match funds equaling 15 % of the State funds received. The District uses motor vehicle registration fees (AB 2766) to satisfy this requirement. To count as matching funds, motor vehicle registration fees must be used on motor vehicle projects as defined in the Carl Moyer Guidelines, which also include self-propelled equipment like tractors and forklifts. AB 2766 (\$4 DMV) motor vehicle registration fees may not be used on locomotives or stationary sources. Up to 15% of the match requirement may be provided through unreimbursed “in kind services” (i.e.; the cost of District resources over and above the amount reimbursed by Carl Moyer Program administration funds). See additional details on matching fund requirements in the Program Administration chapter of the Carl Moyer Guidelines.

Once the MDAQMD Governing Board approves a project for Carl Moyer Program funding, District staff shall assign the Carl Moyer Program/matching funds as necessary to ensure that the District’s match requirement is met. District staff shall document those amounts and the specific sources of funds to ensure program timelines are being met. Carl Moyer Program grant agreements do not specify whether the source of funding is program funding or match funding. It is the responsibility of District staff to ensure that state funds are obligated only to eligible projects. Matching funds must also be obligated to eligible projects and used in accordance with the restrictions in the Sections I and J of the Program Administration chapter of the Carl Moyer Program Guidelines.

As the Carl Moyer Program and matching funds are obligated to eligible projects, District staff shall update the “Administrative Information” section of the CARL database by entering the amount of state and matching funds and the specific sources of funds obligated for each project. The CARL database shall be updated for changes to funding sources that the District finds necessary.

VI. PROCEDURE FOR OBTAINING MOYER FUNDS FROM CARB

CARB determines the tentative awards to Districts for each year in accordance with the formula identified in Health & Safety Code Section 44299.2(a). The CARB sends the solicitation packet to the Executive Director in January. The application packet must be completed and submitted by the posted deadline, which is 60 days from the date of the solicitation. The application packet must include: The completed application with original signature; Documentation for the match commitment; MDAQMD Governing

Board agenda item; and a certification that the District's Carl Moyer Policies and Procedures Manual is current and maintained on file with the District. Detailed requirements for each of these items are included in the 2017 Carl Moyer Program Guidelines, in the Program Administration section. The Carl Moyer Program representative for the District prepares the MDAQMD Governing Board agenda item requesting approval of the Carl Moyer Program application, completes the application packet, obtains the signature of the Executive Director, prepares a forwarding letter with the required attachments, and submits the application packet to CARB.

CARB determines the final award for the District. The award is incorporated into a Grant Award and Authorization form, which specifies the amount of the award for projects, the amount for District administrative costs, and the amount of matching funds the District must contribute. Two original Grant Award and Authorization forms are sent to the District. District staff obtains the Executive Director's signature on both originals and submits one original to CARB. The second original is retained with the District's copy of the forwarding letter. A copy of the Grant Award and Authorization form is submitted to Administrative Services for inclusion in the fiscal management files associated with the program. April 30 of each year is the deadline for acceptance of the grant award. As required in the grant award, the District must meet all application stipulations in order to accept an award. From June 30 following the full execution of the agreement, the District has 12 months to obligate funds and 48 months to expend the grant award. Any funds not expended within 48 months as instructed by CARB must be returned to CARB (Health and Safety Code sections 44287(k) and 44299.2(c)). If funds are to be returned to CARB, a check will be sent to CARB with the unused amounts. The District may also redirect their unused funds to another air district or the Rural Assistance Program. For further details please refer to Carl Moyer Guidelines *Redirection of Funds* section.

VII. DISBURSEMENT OF FUNDS BY CARB

To receive a disbursement of Carl Moyer Program funds, the District must submit a Grant Disbursement Request to CARB. The Grant Disbursement Request form is signed by the Executive Director. If there are stipulations on the Grant Award and Authorization form, all stipulations must be met prior to submitting the initial disbursement request. The District will seek its initial disbursement when and if all previous years Carl Moyer Program funds have been obligated to projects, or requests for the funding exceed available funding that the District has already received. For the initial disbursement, the District may request 10 % of its allocation or \$200,000, whichever is greater. If the District submits a request that documents the need for more than 10 % or \$200,000, to the satisfaction of CARB, a larger disbursement may be made. In addition, the District may request all of its administrative funds. The District will receive one check for both administration and project funds. However, the District must account for the administration and project funds separately. Prior to receiving the initial disbursement, the District must submit documentation of the obligation and

expenditure of previous years' Carl Moyer Program funds and required matching funds as follows:

- Expenditure of 100 % of all Carl Moyer Program funds and required District match from allocations awarded two or more years previous. CARB may waive this requirement if expenditures from the previous years Carl Moyer Program are sufficient to compensate for unexpended funds from two or more years previous.
- Obligation of at least 90 % of the previous years Carl Moyer Program and required match funds.

For additional disbursements of Carl Moyer Program funds, the District must submit a Grant Disbursement Request and provide documentation of obligation of previous and current years' funds as follows:

- Obligation of 100 % of all previous years' funds, documented by entering the projects' information into the CARL database and the submission of the executed contracts for those projects.
- Obligation of 50 % of the initial disbursement for the current year documented by entering the projects' information into the CARL database and submitting a copy of approval by board resolution or fully executed contracts. On a case-by-case basis, CARB may accept other documentation of the commitment to obligate current year's funds.

VIII. PROGRAM OUTREACH

Carl Moyer Program materials, District solicitations, individual program applications and other related materials shall be made available to the public through the District's website, or upon request. The following outreach efforts will be considered by District's staff when releasing a solicitation for funding, or other incentive program information:

- ❖ Brochures/Program solicitations
- ❖ Carl Moyer Program mailing and email lists
- ❖ MDAQMD website: www.MDAQMD.ca.gov
- ❖ Publish an article in the District Newsletter
- ❖ General news/ press releases and advertisements
- ❖ Contact engine manufacturer representatives
- ❖ Contact Trade Associations (e.g.; AGC, Farm Advisor, Farm Bureau)

IX. PROGRAM SOLICITATION

The District uses a variety of mechanisms to solicit projects. A Call for Projects may be used by the District in the event that program funds are available (a sample is included in Appendix A). It includes a general announcement and the application forms for each funding category for which project proposals are being solicited. District staff will issue additional solicitations, if necessary, until all funds are obligated.

X. APPLICATION REVIEW/EVALUATION/PROJECT SELECTION

Project applications for Carl Moyer Program funding will be accepted during the MDAQMD's application period. The application period will open on January 1st of every year and close March 31st. The Executive Director has the authority to extend the application period if needed. Applicants shall be notified in writing as to any application deficiencies within thirty working days from the close of the application period (Health and Safety Code section 44288 (a)). Applicants, also acknowledge that the application submitted is not expected to deviate if awarded funding. The MDAQMD, reserves the right to deny applications if the scope of the application changes significantly from what is submitted.

Projects potentially eligible for Carl Moyer Project funding are subject to the criteria and guidelines established by CARB. The District may establish more definitive or specific guidelines at the direction of the MDAQMD Governing Board or The Air Pollution Control Office (i.e. restrict profit earning/sharing for the project life). Such as focusing on projects that operate in a low-income community as defined by AB 1550. Ultimately, the MDAQMD may use discretion to distribute funds equitably throughout its jurisdiction. Senate Bill 513 provides opportunities to co-fund Carl Moyer Program eligible projects with other funding sources. There is no limit on the number of co-funding sources to fund a project as long as total project costs are not exceeded and the applicant cost share requirement is met. Applicants must disclose all co-funding sources in their project application.

Eligibility and cost-effectiveness will be determined in accordance with the state's Carl Moyer Program Guidelines. District staff will rely on the cost-effectiveness results generated by the CARL database as part of the eligibility determination. A pre-inspection will be conducted as part of the eligibility determination (see Section W, Program Administration chapter of the 2017 Carl Moyer Guidelines). If necessary, staff will request a case-by-case review from CARB to determine project eligibility.

For projects requiring the use of the non-calculation form, the MDAQMD will submit the forms to CARB for review prior to awarding and entering into contract with the grantee.

Project eligibility is based on the current Carl Moyer Guidelines and cost-effectiveness results generated by the CARL database using the maximum project life allowed. For the purpose of project selection, eligible projects shall be ranked by cost-effectiveness using at a minimum a three-year project life or the project term as proposed in the project application or the maximum allowable project life and emission reductions calculated using historical throughput/operation within the MDAQMD. The District retains the flexibility to select projects based on local needs, goals, and priorities including, but not limited to the most cost-effective project and available funding. This includes infrastructure projects. The District evaluates infrastructure applications

competitively, considering but not limited to location, public accessibility, readiness and implementation, and on-site power generation system and local needs. Public schools districts may utilize their current competitive bidding process to meet this requirement effectively. An example of a district ranking/scoring evaluation sheet is provided as Appendix C.

Dependent upon the availability of funds and consideration of local priority, eligible projects will be presented to the Governing Board for funding consideration and approval after the application period has closed and all projects have been ranked. Staff may notify the applicant of when the Governing Board will host the meeting for which their project will be consider for funding.

Eligible projects not selected shall remain active for the remainder of the calendar year as back-up project(s). Applicants will be required to update their application information as well as vendor quote once the original application submittal date exceeds six months. The back-up projects will be discarded when the application period opens the following year. Note, all applicants will need to resubmit their application every year if not selected to be considered for funding.

MDAQMD will continue to adhere to the funding limits pursuant to the Carl Moyer Program Guidelines. Eligible Costs of On-road and Off-road Projects are “not to exceed” the eligible amount on which the grant award is calculated. In addition, District retains flexibility to set funding percentages or maximum dollar awards for individual projects to increase the total number of projects funded; and the flexibility to recalculate infrastructure cost funding as needed. For specific project limitations, refer to the 2017 Moyer Guidelines.

XI. GOVERNING BOARD APPROVAL

District staff will recommend projects to the MDAQMD Governing Board for funding approval. Carl Moyer Program grant funds will be deemed encumbered upon MDAQMD Governing Board approval.

XII. GENERAL CARL MOYER PROGRAM IMPLEMENTATION

The CARB is in charge of issuing Carl Moyer Program guidelines and will provide guidance on project-specific questions when requested. The Carl Moyer Program guidelines (and advisories) developed by the CARB serve as the minimum requirements that all air Districts must use to structure local implementation of a Carl Moyer Program funding program. Air Districts may elect to set local standards that are more stringent than those developed by CARB but in no case shall the District’s Carl Moyer Program Policies and Procedures be less stringent than those established by CARB. Districts may fund only those projects that meet the Carl Moyer Program Guidelines and eligibility criteria, or those projects approved on a case-by-case basis by CARB staff. Current Carl Moyer Program Guidelines and advisories can be found at:

https://ww2.arb.ca.gov/sites/default/files/classic/msprog/moyer/guidelines/2017/2017_cm_pgl.pdf. The MDAQMD Governing Board has authorized District staff and the Executive Director to implement the program locally pursuant to the Carl Moyer Program Guidelines for those categories that have been approved by CARB and are applicable to the MDAQMD. If sufficient Carl Moyer Program funding is available, all projects evaluated and determined to be eligible under the guidelines are presented to the MDAQMD Governing Board for consideration. Should requests for funding exceed funding available, all projects will be subject to competitive review. As part of the MDAQMD Governing Board's funding approval, the Executive Director requests to sign grants on the MDAQMD Governing Board's behalf, and the MDAQMD Governing Board approves budget changes necessary to accept and/or obligate funds.

XIII. PROJECT CATEGORIES

The District will accept applications for all project categories which apply to the MDAQMD as referenced in the current Carl Moyer Program Guidelines. As required by program guidelines, Chapter 9, Section C.5 (A) Appendix B describes the District's procedures for the Residential/Commercial Lawn and Garden Equipment Replacement Program.

In addition, the District can participate in the Voucher Incentive Program (VIP) as an eligible project category if/when the District receives supplemental funding from CARB to implement the program. As required by the Voucher Incentive Program Guidelines for On-Road Heavy-Duty Vehicles, Section C-2, 5.F, Appendix D, describes the District's procedures for the VIP. Appendix D does not replace the actual VIP Guidelines and the Guidelines take precedent when it comes to the program.

XIV. PROJECT FILE SET UP AND MAINTENANCE

Once a project application has been reviewed by District staff and deemed eligible under the Carl Moyer Program Guidelines, a project file will be established. Electronic project files will include the following:

- ❖ Project application plus required documentation, i.e. quotes, executive orders, etc.
- ❖ Governing Board minute item approving award
- ❖ Correspondence
- ❖ Pre-inspection documentation
- ❖ Insurance certificates
- ❖ Post-inspection documentation
- ❖ Reimbursement package (defined herein Section XVII)
- ❖ Annual reporting documents

Project files will be retained subject to District retention policy, Standard Practice 4-5.

XV. INSPECTIONS

(A) Pre-Inspection:

Once an application is deemed eligible and before funds are obligated to a project, District staff shall conduct a pre-inspection. If requested by an engine manufacturer representative or potential applicant, District staff may elect to pre-inspect potentially qualifying equipment prior to application submittal.

During the pre-inspection, District staff must take photographs and confirm that the equipment functions and is in such a condition that it would be likely to continue in operation. Existing engines' serial number(s) shall be recorded and/or each existing engine shall be stamped with a unique number assigned by the District before the engine is removed from the equipment. Alternatively, District staff may witness and document that the engine was permanently destroyed and rendered useless before it was removed from the equipment.

An inspection form shall be created and placed in the project file that includes the photographs of each engine, serial number(s) and/or tag number(s) along with other pertinent information. An example of a grant inspection form is included in Appendix A.

Photographs shall be printed and included with the pre-inspection forms in the project file.

No work may begin on the project until after the pre-inspection is complete and the Grant Agreement is executed.

(B) Post-Inspection:

Post-inspections shall be completed on all projects funded under the Carl Moyer Program. Most projects may require more than one post-inspection because the delivered engine, repowered equipment, and the destroyed engines are usually in different locations.

Once the project proponent notifies the District that the project is complete and before making payment on any project, the District must conduct a post-inspection(s) to confirm and document that: 1) the new or repowered equipment is fully functional with the correct engine as specified in the project proposal. District staff shall require the grantee to start the engine on each new or repowered piece of equipment; 2) the new engine serial numbers match serial numbers on the invoices, and 3) the correct old engines have been destroyed in accordance with the specifications contained in the grant agreement. An inspection form shall be created and placed in the project file that includes the photographs, serial numbers and/or stamped identification numbers along with other

pertinent information. This information and photographs must be documented in the post inspection form along with other pertinent information. An example of a grant inspection form is included in Appendix A.

(B) Engine Destruction:

As stated in the Carl Moyer guidelines equipment replacement project requires that the existing equipment be scrapped to permanently remove it from service. This ensures that emission reductions are real and prevents the existing equipment from being moved into another locale to continue emitting high levels of pollutants. Note, both the existing engine and equipment must be destroyed. The destruction method of the equipment will vary depending on the structure of the equipment. Destruction of the equipment must occur at an air district approved salvage yard. The salvage yard will provide the MDAQMD a certificate of destruction form and photographs of the destroyed equipment within 10 days of the equipment being destroyed. An example of the certification of destruction form is included in Appendix A.

In rare instances grantees will be able to destroy the engine themselves with prior written MDAQMD approval and it must be for cause (i.e. recycling yard is closed, no transportation available to take the equipment etc.). An MDAQMD inspector would need to be present to witness the destruction itself. In addition, the cost of resources required to witness the destruction will be incurred by the grantee.

XVI. GRANT AGREEMENTS

Awarded projects will be secured with a contract between the grantee and the MDAQMD. District staff shall create a draft grant agreement for every project recommended to the MDAQMD Governing Board for funding. The current Carl Moyer Program Guidelines list minimum contract requirements that must be included in the grant agreement. Draft grant agreements are created from a standard grant agreement based on the requirements of the Carl Moyer Program Guidelines and as approved by District counsel. A sample grant agreement is included in Appendix A.

As part of the funding request, the Executive Director requests authorization to sign the grants on behalf of the MDAQMD Governing Board, and to make minor revisions to the grant. The project proposal is incorporated in the grant agreement as an attachment.

District staff generates two originals of the grant agreement. Following the MDAQMD Governing Board decision on projects, District staff obtains signatures on the approved grant agreements. An original of the fully executed grant agreement must be sent to the project proponent, Administration Services, Executive Office, and the project file.

If a grant amendment is required, District staff will determine if the amendment increases the total Carl Moyer Program funding amount for the project. If funding is increased, District staff shall re-evaluate the eligibility, cost-effectiveness and any other

applicable requirements to ensure that the project still complies with the most recent Carl Moyer Program Guidelines. District staff will also determine if that type of amendment has previously been approved by District counsel. If District counsel has not previously approved the type of revision required, the proposed revision is sent to District counsel for review.

Once an amendment has been approved by District counsel, District staff sends the project proponent two originals with a request to sign, date, and return them to the District. When the signed amendments are received, the Executive Director signs the originals and copies are distributed as noted above.

XVII. EXPENDITURES: PROJECT REIMBURSEMENTS

(A) Funds will be expended on a reimbursement basis. The following must be completed and/or submitted for reimbursement to be released to the grantee:

- ❖ Post-inspection
- ❖ Detailed invoice
- ❖ Insurance certificates
- ❖ Proof of payment to any/all vendors
- ❖ Proof of destruction for old engine

The District must receive an itemized invoice for a project before payment may be made. A project invoice must include enough detail to ensure only eligible project costs are being reimbursed. District staff shall review the itemized invoice and only pay for eligible expenses.

(B) Charges on repower projects are only eligible for funding if they are required to ensure the effective installation and functioning of the new engine, but are not part of typical vehicle or equipment maintenance or repair. Ineligible repower costs include tires, axles, paint, brakes, and mufflers.

(C) In order to be eligible for Carl Moyer Program funding, labor expenses must be included in the project invoice, including details on the number of hours charged and the hourly wage.

(D) Taxes, installation costs for eligible hardware, and transport costs for eligible hardware are eligible for Carl Moyer Program funding with the following exceptions. Installation labor cost incurred by a grantee's own employees is not eligible for funding.

(E) A potential grantee **may not** order or make a down payment on a new engine, piece of equipment, or vehicle prior to contract execution. Dealers ordering engines, equipment, or vehicles prior to District approval of grant applications

assume all financial risk, and are in no way ensured Carl Moyer Program funds. A grantee may not receive engines, equipment, or vehicles, nor may work begin on a repower or retrofit project until the project contract is fully executed.

- (F) Payments shall be made directly to the grantee unless otherwise authorized to pay the vendor directly. In these instances, the grantee must complete a pay vendor direct authorization form that will be included in the project file. A sample of the form is included in Appendix A.
- (G) For all on-road projects, if a compliance check was not previously completed, the District shall verify with its CARB District liaison that there are no outstanding violations prior to payment.
- (H) For projects where the participant must comply with an CARB regulation early to receive funding, invoices may not be paid until the project participant has provided documentation that early compliance has been achieved. A project participant may demonstrate early compliance via a detailed letter signed by the vehicle or equipment owner or legal representative or, if the regulation requires CARB to certify compliance, through CARB certification.
- (I) Invoices received after a project post-inspection has been completed must be evaluated for consistency with the project post-inspection form.
- (J) The District shall maintain copies of all invoices and documentation of payment in the project files.
- (K) As project milestones are achieved and documented through the post-inspections described in Section XV, District implementation staff shall request Administrative Services to make payments to grantees using a payment authorization request form. The request for reimbursement with documentation as noted above will be submitted to Administrative Services for payment. Administrative Services will issue payment in accordance with the award authorized by the MDAQMD Governing Board by minute action. A copy of the itemized invoice shall be attached to the memorandum as necessary to document costs.

In the event that an incomplete reimbursement package is processed and approved, the funds will not be released to the grantee until the deficiency has been corrected and reimbursement package is complete.

XVIII. PROJECT MONITORING/NONPERFORMANCE

(A) ANNUAL REPORTING

Grantees are required (as a condition of the grant agreement) to submit annual reports for the life of the project. The annual reports are designed to give the District an understanding of how the equipment funded is being used and performing, and where this activity is occurring. Grantee will also demonstrate that the project equipment is not being underutilized in favor of other, higher-polluting equipment. In the alternative, grantee may demonstrate that if the equipment is underutilized that the underutilization was due to unforeseen conditions beyond Grantee's control.

The District will mail (paper or electronically) reporting forms to each grantee each year upon the annual anniversary date of the completed project; responses from the grantee will be due within 30 days. District staff will send out one follow-up reminder 14 days after the original submittal date has passed. Grantees that do not comply with the reporting requirements are subject to District auditing as specified in the state Carl Moyer Program Guidelines. A copy of an annual reporting form is included in Appendix A.

(B) AUDITS

District staff shall annually conduct audits of all Year 12 and later projects for which the annual reporting form was not submitted.

District staff shall conduct audits of projects funded with Carl Moyer Program Funds. Annually, audits must include at least 5 % or 20 randomly selected active projects (whichever is less): the district may include in this total the audits of projects with reporting deficiency.

District staff shall also conduct audits on at least 5 % of Year 12 and later projects at the end of their contract term and all Year 12 and later projects that were found to be more than 30 % below the contracted activity level during any previous audit and/or may grant a waiver under current Moyer Guidelines

Audits shall include verification that the funded engines are still operational in the same equipment and meet the mileage, fuel usage, or hours of operation indicated on the executed contract. This shall be completed by checking the serial number of the engine; witnessing the engine operate, and checking the odometer, hour meter/usage device, fuel receipts, or Electronic Monitoring Unit (EMU).

(C) NONPERFORMING PROJECTS

All grant agreements contain a provision that if it is found that the grantee is in breach of the terms of the agreement including the operational time provisions as specified in the agreement and scope of work (see sample in Exhibit A) the Carl Moyer Program grant funds must be returned on a pro rata basis. If annual reports indicate that project activity is more than 30 % below the level of use committed to in the grant agreement for a period of three years on average, the District may do any of the following: grant a waiver that includes but is not limited to extending the reporting term; recalculate the project's cost-effectiveness; attempt to recover funds or consult with CARB to determine what, if any, action must be taken to ensure the emissions benefits are realized and captured per most recent Carl Moyer Project Guidelines. In addition, the District shall audit all of the other engines owned by the same participant and included in the same Carl Moyer Program funded project.

The District's action regarding non-performing projects shall conform to the following guidelines:

1. Extend reporting term as a waiver option. The District may grant extended reporting term for reporting purposes to capture the required emission reductions. The grantee must continue the contract reporting term and must provide documentation that the engine, vehicle, or equipment is not being underutilized in favor of operating other, higher-polluting equipment and the underutilization was due to unforeseen conditions beyond the grantee's control.

To be considered for a waiver, the grantee must provide a written request to the District along with documentation that substantiates the need for the waiver and verifies that higher-polluting equipment is not consequently receiving more use. Acceptable documentation include documentation from appropriate governmental agencies regarding surface water deliveries and fallow land, relevant logs regarding the amount of groundwater pumped in lieu of surface water deliveries, agricultural pump engine registration or permit information, records that show that idled vehicles or equipment are still owned by the grantee, relevant information from CARB's Diesel Off-Road On-line Reporting System (DOORS), or other pertinent records. Project equipment and operations records available for auditing purposes.

Grantee shall be notified in writing as to the District's decision on granting a waiver.

After the extended contract term on all hours each unit operated during the extension shall be considered in aggregate against the total hours required under the contract. Project completion will be determined by the District and if any portions of the agreement remain to be satisfied.

2. Recalculate a project’s cost-effectiveness. The District shall recalculate a project’s cost-effectiveness based on the reported decrease in usage. If the project is still below the cost-effectiveness cap effective on the date of contract, the District shall continue to monitor the project over the next year to determine if additional actions are necessary. A waiver is not required in this event.
3. Recover funds. Return funds in proportion to the loss in emission reductions.

The level of effort the District takes to recover funds may be guided by circumstances such as 1) The existence of fraud or intentional misuse of funds, 2) The amount of Carl Moyer Program funding involved, and 3) The ability of the applicant to repay the funds.

XIX. FISCAL MANAGEMENT

- (A) Allowable Costs. Carl Moyer Program administrative funds shall be used only for Carl Moyer Program administration and outreach including: District staff time; consultant fees; printing, mailing, and travel costs; project monitoring and compliance expenses; and indirect costs such as general administrative services, office space, and telephone services. Indirect costs can include the purchase of software used to directly or indirectly support Moyer Program Activities.
- (B) Required Documentation. The District shall maintain the following documentation of Carl Moyer Program funds used for administration and outreach:
 1. Personnel documentation will be documented with timesheets.
 2. Printing, mailing, and travel expenses will be documented with receipts and/or invoices.
 3. The District travel cost criteria will be consistent with the District’s written travel policies for other District programs and shall be documented by expense reports.
 4. Indirect cost calculation methodology to determine indirect costs of program administration is described below:

The primary basis for determining the indirect cost rate is direct salaries and benefits associated to the program.

$$\text{Indirect Cost Rate} = \frac{\text{Total Program Salaries and Benefits}}{\text{Total District Salaries and Benefits}}$$

The calculated indirect cost rate is applied to the allowable indirect costs (as determined by Administrative Services). The direct salaries and benefits reflect an after-the-fact distribution of actual work hours reported by District staff using project codes applicable to the Carl Moyer Program. This allocation methodology proportionately allocates costs in a

manner that most accurately reflects the benefits of the services and supplies provided. Exceptions to this are those services and supplies that the calculated indirect rate calculation may not apply. In this case, other methods deemed reasonable will be used to determine the appropriate indirect cost allocation. The basis used will be clearly identified including justification as to why it is applied to the indirect cost.

Administrative Services shall maintain documentation for all costs referenced in the indirect cost calculation formula including explanation for any deviations to the indirect cost calculation.

- (C) Availability of Records. The above documentation, records, and referenced materials shall be made available for review during CARB or other State agency monitoring visits and audits. These records shall be retained for a minimum of two years after submittal of the final report for that funding cycle to CARB or any longer period as CARB directs in the most recent Carl Moyer Guidelines.
- (D) Project Tracking Document. District staff shall maintain expenditure spreadsheets that document the current state of obligations and expenditures for each program year. Spreadsheet expenditures shall be updated each time a payment request is sent to Administrative Services. Spreadsheet obligations shall be updated each time the MDAQMD Governing Board approves a new project.

XX. INTEREST EARNED ON CMP FUNDS

Any interest accrued on Carl Moyer Program funds provided by the State that are deposited in interest bearing accounts must be reported to CARB. The interest income must be expended on projects that meet the current Carl Moyer Program Guidelines in accordance with the timelines in the Guidelines. Projects funded by interest earned shall be entered into the CARL database.

The District maintains a segregated trust account that tracks revenues, expenditures, and interest. Interest calculation for all fiscal programs, including the Carl Moyer Program, is performed by the Finance Section of the District. The District segregates its Carl Moyer Program funds into separate accounts for Carl Moyer Program administration and Carl Moyer Program projects. The District uses all interest earned in the project account to fund program administration or eligible Carl Moyer Program projects.

The District Finance Section staff tracks and reports on earned interest using the Funding Cycle Method.

XXI. DISTRICT RECORDKEEPING

Project files will be retained subject to the District's retention policy, Standard Practice 4-5 (included in Appendix A).

Paperless System for Record Keeping-For the district now maintains electronic records for incentives/grants. The District maintains project and grant folders. Grant folders, contain electronic versions of agreements and exhibits with CARB on incentive funding(s). The project folder contains all documentation required by the incentive program's guidelines. Furthermore, the records are stored on an internal server and backed-up on a regular basis in accordance with ~~our~~ the District's IT back-up policy.

XXII. REPORTING TO CARB

District staff will enter all applicable projects into the CARL database.

APPENDIX A Sample Documents

1. Sample Call for Projects
2. Sample Project Application
3. Sample Award Letter
4. Sample Pay Vendor Direct Authorization Form
5. Sample Inspection Forms
6. Sample Annual Reporting Form
7. Sample Certification of Destruction Form
8. Sample Grant Agreement
9. Standard Practice 4-5

The Carl Moyer Standards Attainment Program

Call for Projects

Beginning in June 2009, the Mojave Desert Air Quality Management District (MDAQMD) began accepting applications for grants from owners of heavy-duty diesel-powered equipment. The grant funds would help owners of heavy-duty diesel vehicles, mobile equipment, marine vessels, locomotives, and agriculture pumps reduce air pollution by partially paying for the cost of upgrading their equipment with cleaner technology. The program is named after the late Dr. Carl Moyer, in recognition of his work in the air quality field and his efforts in bringing about this incentive program.

The MDAQMD evaluates all applications for eligibility and ranks the projects based on cost effectiveness. The proposals that reduce the largest amount of air pollution for the lowest amount of funding have the best chance of receiving grant awards. The 2017 Carl Moyer Program Guidelines spell out eligibility criteria, cost effectiveness calculations, and conditions that equipment owners must agree to, including future operating requirements and restrictions. The 2017 Guidelines are available at the following website: <https://ww2.arb.ca.gov/guidelinescarl-moyer>.

Applicants are required to submit all information necessary to determine eligibility and calculate emission reductions and cost effectiveness such as hours of operation, fuel use, details about the existing engine(s) and the proposed new engine(s), and cost quotes from vendors. MDAQMD staff will assist applicants at no cost with the development and submittal of proposals. Application forms, additional information, and assistance, are available by request from Jorge Camacho, Grants Analyst, at 760-245-1661 ext. 2020 (jcamacho@mdaqmd.ca.gov or grants@mdaqmd.ca.gov).

Details for all project categories are contained in the state 2017 CMP Guidelines.

Special Note: Projects funded via the Carl Moyer Program cannot generate Emission Reduction Credits (ERCs) pursuant to MDAQMD Regulation XIV or be used for offsets pursuant to Regulation XIII.

III. SCHEDULE

<u>DATE</u>	<u>EVENT</u>
Open	Call for Projects available
Open	Applications received; applications may be subject to competitive review.

APPLICATION REVIEW/AWARD PROCESS	
Ongoing	Competitive application review (if needed). Staff reviews applications and prepares recommendations to the Governing Board.
Ongoing	Governing Board approves or rejects recommendations
30-60 Days	Contract preparation & execution

ONGOING (if funding available exceeds eligible requests for funding)	Staff reviews applications and prepares recommendations to Governing Board for projects until all available funds have been awarded.
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IV. ELIGIBLE PROJECTS/SELECTION CRITERIA

Applications will be subject to the criteria in CARB's Guidelines. The complete Carl Moyer Program guidelines are available at <https://ww2.arb.ca.gov/guidelines-carl-moyer>.

V. APPLICATION SUBMITTAL REQUIREMENTS

Applicants must complete the appropriate application forms, a disclosure statement and an application statement. These forms may be accessed on MDAQMD's website at https://ww2.arb.ca.gov/sites/default/files/classic/msprog/moyer/guidelines/2017/2017_cmpgl.pdf. All applications must follow the directions below and all requested information must be supplied:

◆ Proposals should be directed to:

Grants Section
Mojave Desert Air Quality Management District
14306 Park Avenue
Victorville, CA 92392

Disposition of Proposals - MDAQMD reserves the right to reject any or all proposals. All proposals become the property of the MDAQMD. Proposals are valid only during the current funding cycle that the proposals are submitted.

Modification or Withdrawal - Once submitted, additional information and/or proposal revisions will be considered only at the discretion of MDAQMD. Project proponents should inform MDAQMD immediately if there is need to withdraw a proposal.

Grounds for Rejection - A proposal may be rejected if:

- It is received outside the exact time frames set for receipt of proposals.
- It is not received at the specified location.
- It is not signed by a responsible representative of the proposer.
- The proposal does not meet the criteria set forth in CARB's guidelines.
- MDAQMD staff determines that the project is ineligible.

VI. FUNDING LIMITS

The Carl Moyer Program is intended to fund the **differential cost** only between existing technology and low emission technology. In no case will the amount funded have a cost effectiveness ratio that exceeds \$30,000/weighted ton of pollutants reduced. No administrative costs will be funded.

VII. CONTRACT PREPARATION AND FUNDS DISTRIBUTION

Those projects that are chosen for funding will be required to complete a contract with the MDAQMD in order to receive funds. Contract preparation for Carl Moyer Program projects will begin immediately upon approval of projects by the MDAQMD Governing Board and will be reviewed by District Counsel.

Once a contract has been executed, the MDAQMD will provide the grantee with one final copy of the signed contract and written instructions on how to request funds. Funds awarded will be released on a reimbursement basis.

The contract will require the applicant to perform adequate record keeping substantiating the emission reductions associated with the project. The scope and duration of necessary record keeping will vary depending upon the nature of the project, but will be based upon the engine life identified in the application. The contract will also include requirements for monitoring and reporting by the proposer. The MDAQMD reserves the right to conduct a fiscal audit to ensure appropriate expenditure of the Carl Moyer funds.

Proprietary Rights - Applicants wishing to propose the use of proprietary data developed solely at their own expense should clearly identify such data and the restrictions on its use in their proposals.

VIII. AUDIT PROCEDURES

Any entity that receives funds from the Carl Moyer Program may be subject to an audit of each project funded. The audit may be conducted by MDAQMD staff or by an independent auditor selected by MDAQMD. The purpose of the audit will be to determine if the funds were used in a manner consistent with the Carl Moyer Guidelines and contract terms.

If MDAQMD determines that the funds were expended in a manner contrary to law or not in accordance with contract provisions, MDAQMD will notify the contractor of the determination, and the MDAQMD Governing Board will hold a public hearing at which the contractor may present information related to the expenditure of funds. After the hearing, if the Governing Board determines that the contractor has expended the funds in a manner that is contrary to law or not in accordance with contract provisions, MDAQMD shall withhold monies from the contractor in an amount equal to the amount that was inappropriately expended. MDAQMD may instead choose to seek repayment of funds inappropriately expended.

IX. IF YOU NEED HELP

MDAQMD staff members are available to answer questions during the application preparation period. Please direct inquiries to Jorge Camacho, Grants Analyst, at (760) 245-1661, ext. 2020.

Mojave Desert Air Quality Management District

Brad Poiriez, Executive Director

14306 Park Avenue, Victorville, CA 92392-2310

760.245.1661 • Fax 760.245.2699

Email: grants@mdaqmd.ca.gov

www.MDAQMD.ca.gov • @MDAQMD

Carl Moyer Program

Heavy duty diesel emissions reduction program application

All applicants must complete this form.



Please type or print all information on this and any attached applications.

Section 1: Applicant information

COMPANY NAME:											
TYPE OF BUSINESS:											
CONTACT PERSON:											
MAILING ADDRESS:											
CITY:							STATE:			ZIP:	
PHONE:			FAX:			EMAIL:					
PHYSICAL ADDRESS (IF DIFFERENT FROM MAILING):											
PHYSICAL CITY:									ZIP:		
NAME OF SIGNEE:											
TITLE OF SIGNEE:											
TAX ID (Check one)	<input type="checkbox"/>	FEDERAL EMPLOYERS ID #	<input type="checkbox"/>								
<input type="checkbox"/>	INDIVIDUAL/SOLE PROPRIETOR										

Section 2: Engine vendor/salesperson information

COMPANY NAME:											
CONTACT PERSON:											
ADDRESS:											
CITY:							STATE:			ZIP:	
PHONE:			FAX:			EMAIL:					

Section 3: Application statement

All information provided in this application will be used by the Mojave Desert Air Quality Management District to evaluate the eligibility of this application to receive incentive funds. MDAQMD staff reserves the right to request additional information of the applicant and can deny the application if such information is not provided.

- I certify to the best of my knowledge that the information contained in this application is true and correct.
- I have the legal authority to apply for incentive funding for the entity described in this application.

PRINTED NAME OF RESPONSIBLE PARTY:											
TITLE:									DATE:		
SIGNATURE OF RESPONSIBLE PARTY:											

Section 4: Third-party application preparation

PREPARATION FEE:	SOURCE OF FUNDING:
PRINTED NAME OF RESPONSIBLE PARTY:	
COMPANY:	TITLE:
SIGNATURE OF RESPONSIBLE PARTY:	DATE:

Section 5: Deliverables

All applicants must provide the information

m.

Provide the information detailed below. Attach additional pages if necessary.

- A program schedule, with project milestones and dates clearly identified:

- Record-keeping for the life of the funded project: Please list steps taken to ensure information is available to provide at a minimum of the following reports:
 - 1. Quarterly status reports** until the equipment purchase has been accomplished. These reports shall include a discussion of any problems encountered and how they were resolved, any changes in the schedule, and recommendations for completion of the project. These progress reports are required before payment will be made.
 - 2. An annual report**, for the duration of the project life used to determine cost-effectiveness, which provides the annual hours of operation, amount and type of fuel used, and operational maintenance issues encountered and how they were resolved. All equipment will be required to have a non-resettable hour meter or odometer installed. MDAQMD reserves the right to verify the information provided.

- Refueling (alternative fuels only: Describe how and where equipment will be refueled (on-site, existing facility, mobile equipment, etc.):

Section 6: Vehicle/equipment information

PRIMARY FUNCTION OF VEHICLE:	
PRINTED NAME OF RESPONSIBLE PARTY:	
COMPANY:	TITLE:
EQUIPMENT TYPE (Check one):	
Off Road NEW	Off Road REPOWER
Off Road RETROFIT	On Road NEW
On Road RETROFIT	On Road REPOWER
Locomotive	Agricultural
Forklift	Auxiliary Power Unit
GSE	Other

ANNUAL VEHICLE USAGE

OPERATION WITHIN CALIFORNIA (%):	OPERATION WITHIN MDAQMD BOUNDARIES (%):
ESTIMATED ANNUAL USAGE (HOURS, MILES AND/OR FUEL):	

PROJECT INFORMATION

PROJECT TYPE (select one): Replacement of one (1) existing engine/piece of equipment for one (1) new engine/piece of equipment Replacement of multiple existing engines/pieces of equipment for one (1) new engine/piece of equipment. Number of existing engines being replaced: _____	
METHOD OF VEHICLE/EQUIPMENT PURCHASE (Please note: This grant is designed as a reimbursement after purchase) (select one): Purchase in full Use of short-term financing (PO account, Net 30 terms, etc.) Use of long-term financing (the grant amount must immediately go toward principal)	
IS THE EQUIPMENT REGISTERED, DOMICILED OR OPERATED A MAJORITY OF THE TIME (check all that apply): Within the boundaries of a disadvantaged community census tract , as defined by SB 535 Within the boundaries of a low-income community census tract , as defined by AB 1550 Outside of a disadvantaged community, but within 1/2-mile of an SB 535 disadvantaged community and within an AB 1550 low-income community census tract Within the boundaries of a low-income household	
TOTAL PROJECT COST:	TOTAL FUNDING AMOUNT REQUESTED: Maximum eligible Other: \$ _____

EXISTING (BASELINE) EQUIPMENT INFORMATION

EQUIPMENT TYPE:		EQUIPMENT IS: MOBILE PORTABLE STATIONARY		
EQUIPMENT MAKE:	EQUIPMENT MODEL:	EQUIPMENT YEAR:		
EQUIPMENT SERIAL NUMBER:				
NUMBER OF MAIN ENGINES ON THIS EQUIPMENT:				
ENGINE FAMILY (for controlled engines only):		ENGINE TIER (for controlled engines only):		
ENGINE MAKE:	ENGINE MODEL:	ENGINE YEAR:		
ENGINE HORSEPOWER:		ENGINE FUEL TYPE:		
ENGINE SERIAL NUMBER:				

REPLACEMENT (NEW) EQUIPMENT INFORMATION

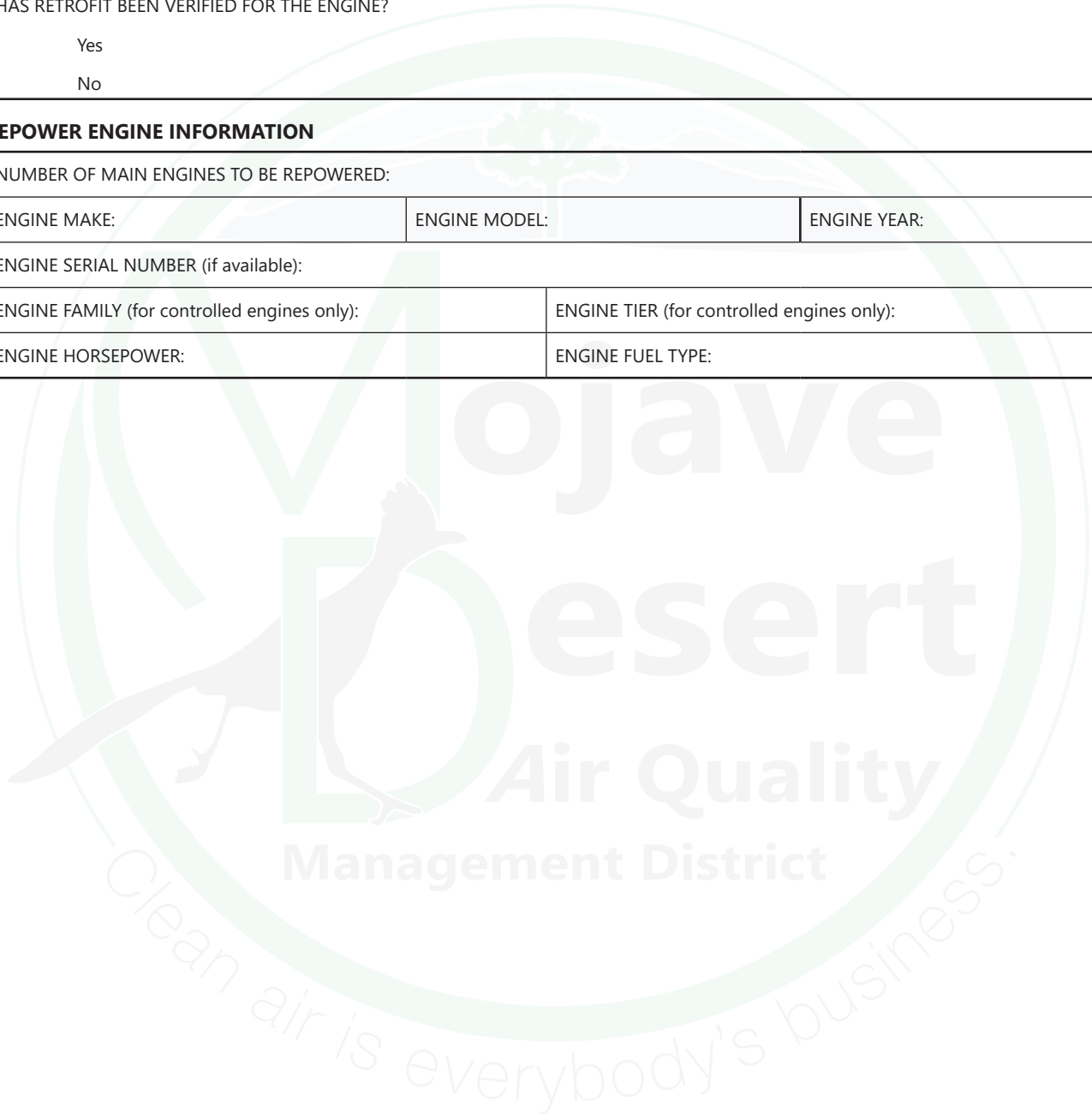
REPLACEMENT EQUIPMENT TYPE:				
EQUIPMENT MAKE:	EQUIPMENT MODEL:	EQUIPMENT YEAR:		
EQUIPMENT SERIAL NUMBER:				
NUMBER OF MAIN ENGINES ON THIS EQUIPMENT:				
ENGINE FAMILY:		ENGINE TIER:		
ENGINE MAKE:	ENGINE MODEL:	ENGINE YEAR:		
ENGINE HORSEPOWER:		ENGINE FUEL TYPE:		

RETROFIT PROJECT INFORMATION

ARB-verified RETROFIT DEVICE MANUFACTURER:	
RETROFIT DEVICE MAKE:	RETROFIT DEVICE MODEL:
RETROFIT DEVICE ARB EXECUTIVE ORDER NUMBER:	
RETROFIT DEVICE SERIAL NUMBER (if available):	
ARB-verified PM REDUCTION (%):	ARB-verified NOx REDUCTION (%):
HAS RETROFIT BEEN VERIFIED FOR THE ENGINE?	
Yes	
No	

REPOWER ENGINE INFORMATION

NUMBER OF MAIN ENGINES TO BE REPOWERED:		
ENGINE MAKE:	ENGINE MODEL:	ENGINE YEAR:
ENGINE SERIAL NUMBER (if available):		
ENGINE FAMILY (for controlled engines only):	ENGINE TIER (for controlled engines only):	
ENGINE HORSEPOWER:	ENGINE FUEL TYPE:	



Application requirements checklist

	<p>COMPLETED APPLICATION: If the owner, partner or corporate officer will not be signing the Grant Agreement, please provide a letter naming and authorizing another individual to sign the grant agreement and other documents on behalf of the business.</p>
	<p>W-9 FORM: Complete and submit IRS form W-9, included as Page 6 of this packet. MDAQMD will issue form 1099 as required by law.</p>
	<p><u>PARTICIPATING DEALER QUOTE & SUPPORTING DOCUMENTS FOR NEW EQUIPMENT:</u> New equipment must be purchased from a District approved dealer. (Equipment and parts are eligible for funding only if they are required to ensure the effective installation and functionality of the equipment/engine.)</p> <p>Quote for the new equipment, itemizing all standard equipment and options, including tax and delivery.</p> <p>Evidence of warranty with minimum parts and labor coverage on engine and drive train for 1 year, 1600 hours. Warranty costs are not eligible for grant funding.</p> <p>Optional: An itemized quote of the parts and labor necessary to install the highest level ARB verified retrofit device available on the new engine.</p> <p>Copy of ARB Emissions Executive Order for new engine and/or retrofit device.</p> <p>Manufacturer’s specification sheet for the new equipment, engine, and/or retrofit device.</p>
	<p><u>ANNUAL USAGE:</u> Include documentation of the equipment usage for at least the twenty-four (24) month period immediately prior to the application date. More than 24 months’ usage can be considered if the average over that period is more indicative of future usage. Engine hour documentation is preferred. Please provide at least one of the following types of usage documentation:</p> <p>Hour meter reading log collected at minimum of once per year from an installed and fully functioning hour meter, or;</p> <p>Historical fuel usage documentation specific to the old equipment. Documentation must include fuel logs, purchase receipts, or ledger entries, or;</p> <p>At least two items from the following list:</p> <ul style="list-style-type: none"> • Revenue and usage records that identify operational, standby, and down hours for the equipment; • Employee timesheets linked to specific equipment use; • Preventative maintenance records tied to specific hours of equipment use; • Repair work orders specific to the equipment; • Six months of tracking normal equipment usage with a functional, tamper proof hour meter with prior District approval <p>Limited usage documentation or other circumstances will be considered on a case-by-case basis. Prior to contracting, the District will conduct a pre-inspection of the old equipment to verify its operational status.</p>
	<p><u>MDAQMD INSPECTION OF EXISTING EQUIPMENT:</u> Arrange with the District an on-site inspection of the existing equipment.</p>

	<p>PROOF OF EXISTING EQUIPMENT OWNERSHIP AND RESIDENCY IN CALIFORNIA (2 YEARS):</p> <p>Bill of sale for existing equipment; and</p> <ul style="list-style-type: none"> • One of the following: • Tax depreciation logs • Property tax records • Equipment insurance records • Bank appraisal for equipment • Maintenance/service records • General ledgers • Fuel records specific to existing equipment • Other: <p>If no bill of sale, must provide 2 items from list above</p>
	<p>TRUCRS REPORT: Attach report from ARB On-Road Heavy-Duty Diesel Reporting system, if required.</p>
	<p>DOORS REPORT: Attach report from ARB Diesel Off-road, On-line Reporting system, if required.</p>
	<p>CERTIFICATES OF INSURANCE: Provide current certificates of insurance with your application as evidence of coverage for General Liability and Worker's Compensation*. * If the Applicant is exempt from the requirement of maintaining workers compensation insurance, provide evidence of such exemption.</p>
	<p>CERTIFICATES OF INSURANCE: Funded projects will be required to provide certificates of insurance endorsing the District as additionally insured for this project for General Liability and Property Insurance that covers the replacement cost of the new equipment. When these policies, as well as your Worker's Compensation policy are renewed or changed, updated certificates must be submitted to the APCD until the Grant Agreement expires.</p>
	<p>FINANCING DOCUMENTATION: If the Grantee obtains financing to assist in the purchase of replacement equipment, full documentation of financing must be provided to the APCD. No more than the Grantee's share of the cost of the equipment may be financed.</p>

LOAN ASSISTANCE: Loan assistance may be available for equipment replacement through the California Capital Access Program (CalCAP). Contact your lender for eligibility requirements and to see if they participate in CalCAP. Additional information on CalCAP loans is available from the ARB at: www.arb.ca.gov/ba/loan/off-road/off-road.htm or at 866-6-DIESEL, and from the California Pollution Control Financing Authority at: www.treasurer.ca.gov/cpcf/calcap.asp For a list of participating lenders, see: www.treasurer.ca.gov/cpcf/calcap/institutions.pdf

After replacement equipment is delivered

	<p>MDAQMD INSPECTION OF NEW EQUIPMENT: Arrange with the District an on-site inspection of the new equipment.</p>
	<p>SALVAGE CERTIFICATION FORM: Salvage yard must be a District approved salvage yard. Submit this form to the District within 30 days of receiving new equipment.</p>
	<p>FINAL INVOICE FROM DEALERSHIP: The applicant cannot finance more than their portion of the cost of the new equipment</p>

Mojave Desert Air Quality Management District
Carl Moyer Program - Application Statement

Please initial each item to signify that you understand and agree with each statement. If you have questions on any of the statements, please call 760-245-1661, ext. 2020 or email grantsBofcsocf.ca.gov.

Kpkkenu

- ___ Kf cxg'ngi cn'cwj qtkv' 'v'cr r n' 'hqt i tcpvhwpf kpi hqt'vj g'gpvkv' 'f guetkdgf 'kp'vj ku'cr r n'ecvqp0
- ___ Vj g'r tqr qugf 'r tqg'evku'pqv'tgs vktgf 'v' dg'ko r ngo gpv'gf 'd{ cp{ mecn ucvg. cpf lqt hgf gten twrg.'tgi wrcvqp.'qt'qvj gt ngi cm' 'dkpf kpi 'tgs vktgo gpv0'
- ___ P q tgr mego gpv'gpi kpglgs wkr o gpv'xgi kengu'j cxg'dggp'r wtej cugf 'cpf 'pq'y qtm'qp'vj ku r tqg'ev'j cu'dgi wp'qt'y kn'dgi kp'wv'kv'vj g'I tcpvCi tgggo gpv'ku cr r tqxgf 'd{ 'vj g'Dqctf 'cpf " uki pgf 'd{ 'vj g Gzgewkxg'F kgevqt0'
- ___ Kw'pf gtuc'pf 'vj cv'ko wuv'eqo r ngv'g vj g r wtej cug.'tgr qy gt.'qt tgv'qhk'y qtm'ur gek'kf 'kp'vj g cr r n'ecvqp'pq'wv'gt'vj cp'3: 'o qp'vj u chgt'cr r tqxcn'qh'vj g I tcpvCi tgggo gpv'cpf 'y kn'dg tgs vktgf 'v' uwo kvc'r tqi tguu tgr qtv'wv'kv'vj cv'y qtm'ku eqo r ngv'0 Vj ku f gcf r'kp'g'o c{ dg" gct'ngt vj cp 3: o qp'vj u chgt'cr r tqxcn'qh'vj g'I tcpvCi tgggo gpv'kp ecugu y j gt'g'c'tgi wrcvqt { f gcf r'kp'g'ku cr r tqcej kpi 0 Vj ku f gcf r'kp'g'o c{ dg'gz'w'pf gf kp uqo g'ektewo ucpegu kh tgs wguv'gf 'd{ 'vj g cr r n'ecv'cpf 'cr r tqxgf 'kp'y tkkpi 'd{ 'vj g OFCSOF0
- ___ Kw'pf gtuc'pf 'vj cv'k'ku'o { tgr qpuk'kr'kv' 'v' g'puwt'g'vj cv'cm'v'ej pqm'i kgu'ctg'g'k'vj gt'xgt'k'kf qt" egt'v'k'kf d{ vj g'Ecn'k'q'pk' 'Ck Tguq'wtegu Dqctf *ECTD+v'q tgf weg'P Qz cpf lqt RO r qmw'cpw0
- ___ Kw'pf gtuc'pf 'vj cv'cp{ gpi kpglgs wkr o gpv'xgi kengu d'kpi 'tgr megf w'pf gt'EctnO q{ gt'Rtqi tco o wuv'dg r gto cpg'pw' f g'utq{ gf 'cpf 't'g'pf gt'gf 'wug'gu'0'F kuo cpv'gt'tgs vktgo gpv'k'pen'f g.'dw ctg'pqv'ko k'gf v'q ugx'gt'gf h'co g'tcku cpf c'j qng'kp vj g'gpi kpg'dm'qemcu ur gek'kf kp vj g" ewtt'gpvi w'f g'kp'gu'0'Vj ku y qtm'y kn'dg'f qewo gpv'gf 'd{ OFCSOF 'k'pur gev'qp0'
- ___ Kw'pf gtuc'pf vj cv'v'ht gpi kpg'tgr mego gpv'r tqg'evu. vj g'gpi kpg'o c{ 'pqv'dg'tgo qxgf 'ht'qo 'vj g xgi keng'lg' wkr o gpv'wv'kv'vj g'o cpw'xewt'gt'ur gto cpg'pw' o ctng'f ugt'k'npwo dgt ku o cf g" eng'ctn' ngi k'ng cpf 'k'pur gev'gf 'd{ OFCSOF 'r gtu'qpp'gr0'K'p'q'ugt'k'n'p'wo dgt 'ku'ngi k'ng.'Ky kn o cng'egt'v'kp vj cv'cp OFCSOF 'tgr t'gug'p'v'x'g'j cu'f qewo gpv'gf 'c'w'p'ks w'g k'p'f g'k'k'ng'o ctm'qp" vj g'gpi kpg'r tk'qt'v'q'tgo qxcn'vj cv'g'puwt'gu'vj g gpi kpg'au k'f gpv'kv' ecp dg'xgt'k'kf chgt tgo qxcn'0' Cngt'p'v'x'gn' cp OFCSOF tgr t'gug'p'v'x'g'o c{ y kpg'uu vj cv'vj g'gpi kpg'j cu dggp r gto cpg'pw' f g'utq{ gf 'cpf 't'g'pf gt'gf 'wug'gu'd'gh'qt'g'k'ku'tgo qxgf 'ht'qo 'vj g xgi keng." gs wkr o gpv.'qt'd'qcv0
- ___ Kw'pf gtuc'pf 'vj cv'vj gtg y kn'dg'eq'pf k'k'q'pu'r megf 'w'q'p't'geg'k'k'pi 'c i tcpv'cpf 'ci tgg'v'q't'gh'w'pf " vj g'i tcpv'qt c'r tq'v'w'gf r q'v'w'p'+k'k'ku'k'w'pf vj cv'v'cp{ v'ko g Kf q pqv'bo ggv'vj qug eq'pf k'k'q'pu'0'Q'p'g'u'w'ej "eq'pf k'k'q'p'ku'vj cv'vj g'co qwp'v'q'h'h'w'w'g'c'pp'w'cn'qr g't'v'k'p'o wuv'dg'cv ngcu'92'r gte'gpv'q'h'vj g'j ku'q't'k'cn'g'x'gn'q'h'qr g't'v'k'p'erc'ko gf kp vj g i tcpv'cr r n'ecv'qp0 C'p'q'v'j gt'eq'pf k'k'q'p'ku'vj cv'v'ngcu'97'r gte'gpv'q'h'vj g'gs wkr o gpv'w'qr g't'v'k'p'o wuv'dg'kp" Ecn'k'q'pk' 'h'qt vj g'g'p'v'k'g'v'gto qh'vj g'I tcpv'Ci tgggo gpv'0'Kw'pf gtuc'pf 'vj cv'ko wuv'f qewo gpv eqo r n'ec'peg'y k'j 'vj g'ug' eq'pf k'k'q'pu'cpf 'uwo k't'gr q't'w'c'pp'w'cm'0'

_____ KegtVh{ vj cv'Ko wuv'f kuemug vq vj g I tcvqt IF kutev'cp{ cpf cm'hwf lpi cr r rdecvkpu fktgevn{ qt'kpf ktgevn{ 'uwo kwgf "vq"cp{ "qvj gt "uqwtg"qh'hwf u.'kpenw' lpi "dw'pqv'iko kwgf "vq' hgf gtcn" ucvg. qt meenci gpeku hqt "vj g uco g ur gekhke gs wkr o gpv'cu rkuvgf kp vj ku cr r rdecvkp0

_____ Kwpf gtucpf "vj cvKy kn'dg'r tqj kdkgf "htqo "cr r n{ lpi "hqt"cp{ "hqt" "qh'go kuukqp"tgf wevkqp" etgf ku hqt "O q {gt/hw'pf gf "xgj kengulpi kpgu.'kpenw' lpi <"Go kuukqp"tgf wevkqp"Etgf kv"*GTE+= O qdkrg"Uqwtg"Go kuukqp"tgf wevkqp"Etgf kv"*O UGTE "+cpf lqt "EgtVhkecvg"qh Cf xcpegf " Rregego gpv'*ECR+. hqt cm'vko g. htqo "vj g O F C S O F ."ECTD"qt"cp{ "qvj gt "Ckt" S wcrkv{ O cpci go gpv'qt Ckt Rqmwkqp Eqpv'qn'F kutev0

_____ Kwpf gtucpf "vj cv'f kuemugt'ku'tgs wkt gf "qh'vj g'xcnwg"qh'cp{ "ewttgpv'qt"r tqur gev'xg hkpceken' kpegv'xg qt qv gt r wdike hkpceken'cuukucpeg hqt vj g uco g ur gekhke gs wkr o gpv'cu rkuvgf kp vj ku'cr r rdecvkp0"Cp"cr r rdecv'vj cv'ku'pqv'c'r wdike"gpv'kv{ "o wuv'r tqxkf g'cv'rgcu'37'r gtegpv'qh" c r tqlgewu grki kdrq equv'htqo "pqp/r wdike"uqwtg"cpf "Kuj cm'qd'v'kp cf f kkp'cn'o qpkgu vq hw'pf "vj g"vq'cn'equv'qh'vj g r tqlgew0"Vj g'uwo "qh'r tqlgew'hw'pf lpi "htqo "cm'uqwtg'u.'kpenw' lpi EctnO q {gt "Rtqi tco hw'pf u'uj cm'pqv'gzeggf vj g vq'cn'r tqlgew'equ0

_____ KegtVh{ vj cv'vj g tgs wguvgf "hw'pf lpi "f ggu'pqv'kpenw' g'cf o kpkutev'xg equu0"Cf o kpkutev'xg equu"ctg'f ghk'pf "cu equu'tgr'v'gf "vq"r tqlgew'uwo kcn'r tgr ctevkqp."r tqlgew'cf o kpkutev'xg." o qpkqtkpi ."qxgtuki j v."f cv'i cvj gtlpi ."cpf "tgr qtvr' tgr ctevkqp0"Ky kn'l'kpenw' g hw'pf u pgeguct { vq"eqxgt"cf o kpkutev'xg"equu"cpf "cp{ "tgs wkt gf "o cvej lpi "hw'pf u'kp o { "dw'f i gv'ht" vj g'f wtevkqp"qh'vj g'r tqlgew0

_____ Ky kmtgxkgy cpf ceegr vj g'v'gto u qh'vj g'I tcvCi tgggo gpv'cu'r tqr qugf "r tkqt"v'uki plpi 0

_____ **I have attached records, fuel receipts or logs or mileage or operating hour documentation that can be used to validate the amount of historical operation within MDAQMD boundaries. I understand that if the amount of future annual operation is less than 70 percent of this historical level of operation, I hereby agree to abide by actions taken by the District to ensure emission benefits are realized and captured including refunding the grant, or a pro-rated portion of the grant.**

_____ Kwpf gtucpf "vj cv'gpi kpg*u+o wuv'dg egtVhkgf vq vj g j ki j guv'P Qz cpf fkgugnr ctevw'wv" go kuukqp"ucpf ctf u'cee'qtf lpi "vq"ECTD"cpf lqt GRC0"Hqt gpi kpg'tgr rregego gpvr tqlgewu. cp gpi kpg'y kj c'egtVhkecvkqp my gt vj cp vj g j ki j guv'P Qz cpf fkgugnr ctevw'wv go kuukqp uc'pf ctf u'y kn'j cxg'vj g'I tcvqt IF kutev'cr r tqx'cn'cpf "kpenw' g c'rgwgt htqo "vj g gs wkr o gpv' o cpw'cewtgt qt "xgpf qt ur gekh{ lpi vj g'tgcuq'u+vj g'j ki j guveqwf pqvdg'o cf g'cxck'rdng0" Cm'gpi kpgu o wuv'o gg'v'vj g go kuukqp uc'pf ctf u'cu f guet'kdgf kp vj g ewttgpv'EOR'I wkf gr'kpgu0"

_____ Kwpf gtucpf "vj cv'cm'gpi kpg'tgr rregego gpvc'pf tgr tqh'kr tqlgewu o wuv'dg egtVhkgf cpf lqt xgt'kh'gf "vq"vj g ewttgpv'cr r rdec'rdng"go kuukqp uc'pf ctf u0"Kicr r rdec'rdng. c'XF GEU my gt vj cp j ki j guv'rgx'gn'cxck'rdng ku vq dg kpuvc'ngf. c'rgwgt htqo vj g'gpi kpg'o cpw'cewtgt ku cwcej gf ur gekh{ lpi "vj g'j ki j guv'rgx'gn'qh'XF GEU vj cv'ecp dg'kpuvc'ngf qp vj g'gpi kpg'cpf y knr gth'qto kp vj g'ur gekhke"gpi kpg'cr r rdecvkp0 Vj g'equu qh'vj ku f gx'leg'cpf cuuqek'v'gf kpuvc'm'vkqp ctg" grki kdrq hqt "hw'pf lpi "cpf "o c { "dg'kpenw' gf "kp"vj g'r tqlgew'i tcv'v'tgs wgu0"hc'knw' vq kpuvc'm'cp cxck'rdng XF GEU y kn'v'ki i gt vj g tgh'w'pf r tqx'kuk'pu'qh'vj g'I tcvCi tgggo gpv0

_____ Kwpf gtucpf "vj cv'cp"KTU Hqto "32; ; "y kn'dg'kuw'gf "vq"o g'hqt"gcej "uqwtg"qh'hw'pf u'tgeg'lx'gf 0" Kwpf gtucpf vj cv'kv'ku o { tgr qpuk'd'krkv{ vq f v'gto kpg vj g vcz rcd'krkv{ cuuqek'v'gf y kj r cte'v'kr c'v'kpi kp vj g O q {gt Rtqi tco 0

Kpkkenu

_____ Kwpf gtuxcpf 'yj cv'c I mdcn'Rqukkqkpi U{ uvg0 '*I RU+ wpl'bo c { 'dg'tgs wktgf 'vq'dg'kpucmgf qp'xgj kergulgs wkr o gpv0 Ky kn'uwdo k'f cvc cu tgs wguvgf cpf qyj gt y kug eqqr gtcvg y kj cml f cv'tgr qt vki 'tgs wktgo gpw0'

_____ Kwpf gtuxcpf 'yj cv'yj g'O F C S O F 'j cu'yj g'tki j v'vq'eqpf wev'wpcppqwpegf 'kpur gev'kpu'vq' gpwutg'yj g'r tqlgev'gs wkr o gpv'ku'hwm' 'qr gtcv'kpcn'cpf 'cv'yj g cev'kx'v' r'xgn'eqo o kwgf vq kp yj g'i tcvpci tgg0 gpv0'

_____ Kwpf gtuxcpf 'yj cv'c'vco r gt'r tqqh 'pqp/tgugwcdrg f ki kcn'j qwt o gygt kqf qo gygt o wuv'dg kpucmgf cpf 'o cl'v'k'p'gf 'kp'qr gtcv'kpi 'eqpf k'k'qp'qp'cml'x'gj kergulgs wkr o gpv0'

_____ Kwpf gtuxcpf 'yj cv'cm'r tqlgeu o wuv'cej k'x'g'yj g'ewt'gpvequv'gh'ge'v'k'g'p'guu' r'ko k'r gt y gli j vgf vq'q'h'c'k'r qm'wcp'u't'gf wegf 0'Rqm'wcp'u'k'p'nm'f'gf 'kp'yj g'equv'gh'ge'v'k'g'p'guu' ecre'w'v'k'qp'ct'g' P Qz '*qz'k'f'gu'q'h'p'kt'qi'gp+'TQI *t'g'ce'v'k'g'q'ti'c'p'le'i'c'ug'+cpf f'k'ug'n'RO *r'ct'v'w'v'g'o'cwgt'+0 RO ku y gli j vgf d { c'h'ce'v'q't'qh'42=*P Qz - 'TQI - '42, RO +0'CS O F 'u'cl'h'y'kn'ie'cre'w'v'g' equv'gh'ge'v'k'g'p'guu'0'

_____ Kwpf gtuxcpf 'yj cv'hqt 't'cp'n'kpi 'r wtr qugu.'q'pn' 'go k'uk'qp't'gf we'k'pu'q'ee'wt'kpi 'kp'yj g'Mojave Desert CS O F 'y kndg'w'ugf vq ecre'w'v'g'equv'gh'ge'v'k'g'p'guu'0'

_____ Kwpf gtuxcpf 'yj cv'l'ph'q'to'c'v'k'p' tgi ctf kpi h'ggv'v'k' g'cpf eqo r r'k'c'peg' u'cwu o wuv'dg' u'wdo kwgf cv'v'ko g'q'h'c'r r'k'ec'v'k'p' u'wdo k'v'cn'd { 'r' t'q'x'k'f'k'pi 'c'eqr { 'q'h'g'k'y'gt'yj g'F'k'ug'n'Q'h'T'q'cf' 'Qp/r'k'p'g' T'gr'q't'v'k'pi 'U{ uvg0 *F QQTU+K' 'cpf l'q't'yj g'V't'w'eni'T'gi'w'v'k'p'W'r'q'cf'. 'Eqo r r'k'c'peg'cpf " T'gr'q't'v'k'pi 'U{ uvg0 *VTWETU+'q'h'yj g'h'ggv'0' C'm'l'f'q'ewo'g'p'v'k'p' u'wdo kwgf 'o' wuv'dg' 'u'ki'p'gf' 'cpf' " f'c'v'g' 'd { 'y'j'g'c'r r'k'ec'p'v'c'p'f' 'k'p'nm'f'g' 'r'c'p'i'w'ci'g' 'e'g't'v'h'f'k'pi 'y'j'c'v'yj'g'h'ggv'v'k'u'r' t'q'x'k'f'g'f' 'ku'c'ee'w't'c'v'g' " cpf' 'eqo r r'gv'0'

_____ Kwpf gtuxcpf 'yj cv'O q { gt'r tqlgeu'ct'g'p'q'v'v'q'dg'w'ugf 'h'q't'eqo r r'k'c'peg'g'z'v'g'p'uk'qp'q't'et'gf'k'0'

_____ K'eg't'v'h' { 'v'q'yj'g'd'gu'v'q'h'o { 'h'p'q'y' r'g'f' i'g'yj'c'v'yj'g'l'p'h'q'to'c'v'k'p' 'e'q'p'v'c'k'p'gf' 'kp'yj'k'u'c'r r'k'ec'v'k'p' 'ku' t'v'g' 'cpf' c'ee'w't'c'v'g'0'

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aa

Applicant's Signature

aa

Applicant's Name (please print)

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa

Date

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa

Title

K'ic'p'g'p'v'k' { 'q'yj'gt'yj'c'p'yj'g'c'r r'k'ec'p'v'c'u'k'k'v'g'f' 'kp'yj'g'r't'g'r'c't'c'v'k'p'q'h'yj'g'c'r r'k'ec'v'k'p'. 'r'ng'c'ug'r' t'q'x'k'f'g' yj'g'l'p'h'q'to'c'v'k'p't'gs'w'gu'vg'f' 'd'g'r'y'j'0'

Application Preparer's Name and Contact Information (please print)

Compensation received for application preparation: \$ _____

I certify that no Carl Moyer Program funds are the source for this compensation:

aa

Application Preparer's Signature

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa

Date

C'r r'k'ec'v'k'p' U'c'v'go'g'p'v'

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H'g'd't'w'c't' { 4239

**MDAQMD
CARL MOYER PROGRAM
FUNDING DISCLOSURE STATEMENT**

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**MDAQMD
CARL MOYER PROGRAM
REGULATORY COMPLIANCE STATEMENT**

Legal Owner Name:
Company Name:
Mailing Address:
Physical Address (if different than mailing address):
Phone:
E-mail:

As an applicant/participant of the Carl Moyer Program, I declare that the company as listed above:

1. Is in compliance with, and
2. Will remain in compliance with, and
3. Does not have any outstanding/unresolved/unpaid Notices of Violations (NOV) or citations for violations of any federal, state, and local air quality regulations including, but not limited to, the following as may apply:

- Cargo Handling Equipment Regulation
- Drayage Truck Regulation (including dray-off trucks)
- In-Use Off-Road Diesel Vehicle Regulation
- Off-Road Large Spark Ignition Fleet Regulation
- Portable Diesel Airborne Toxic Control Measure
- Public Agency and Utility Rule
- Sleeper Berth Truck Idling Regulation
- Solid Waste Collection Vehicle Regulation
- Statewide Truck and Bus Regulation
- Stationary Engine Airborne Toxic Control Measure
- Transit Fleet Rule

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

Authorized Signature:	Date:
Authorized Representative's Printed Name:	Authorized Representative's Title:



Date

Contact
Grantee
Mailing Address
City, CA postal code

Dear Grantee:

Congratulations! On behalf of the Mojave Desert Air Quality Management District (MDAQMD), I am delighted to inform you that the Governing Board has awarded you \$amount in Carl Moyer Program funds to project description.

Please find enclosed for your review the proposed final Agreement and Scope of Work between the Mojave Desert Air Quality Management District and Grantee. Please let us know if you wish to propose any revisions. If you are satisfied with these documents, please assure that both originals receive the appropriate signatures and return them to MDAQMD. If you have any questions, please contact Jorge Camacho at (760) 245-1661, ext. 2020 or jcamacho@mdaqmd.ca.gov

Sincerely,

[MDAQMD Staff]

[MDAQMD Staff Title]

MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT

BRAD POIRIEZ, EXECUTIVE DIRECTOR

14306 Park Avenue, Victorville, CA 92392-2310 • 760.245.1661 • Fax 760.245.2022 • www.MDAQMD.ca.gov • @MDAQMD

MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT

BRAD POIRIEZ, EXECUTIVE DIRECTOR

14306 Park Avenue, Victorville, CA 92392-2310

760.245.1661 • Fax 760.245.2022

Email: Grants@mdaqmd.ca.gov

www.MDAQMD.ca.gov • @MDAQMD



Authorization to Pay Vendor Directly

PLEASE TYPE OR PRINT

I, _____ authorize the Mojave Desert Air Quality Management District
NAME OF GRANTEE

to pay _____ on behalf of _____
NAME OF VENDOR/FINANCIER NAME OF GRANTEE ORGANIZATION

By signing this authorization, I also acknowledge that the grant funds must be applied towards the principal of the loan.

PRINTED NAME OF SIGNEE AUTHORIZED SIGNATURE

TITLE DATE SIGNED



MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT

BRAD POIRIEZ, EXECUTIVE DIRECTOR

14306 Park Avenue, Victorville, CA 92392-2310

760.245.1661 • Fax 760.245.2022

Email: grants@mdaqmd.ca.gov

www.MDAQMD.ca.gov • @MDAQMD



Grants inspection form

PLEASE TYPE OR PRINT

Section 1: Grantee/company information

GRANTEE NAME AND TITLE:		
COMPANY NAME:		
COMPANY ADDRESS:	CITY:	ZIP:
COMPANY PHONE NUMBER:	EMAIL ADDRESS:	

Section 2: Equipment information

EQUIPMENT TYPE:		
ENGINE MAKE:	ENGINE YEAR:	
ENGINE HORSEPOWER:	ENGINE SERIAL NO.:	
EQUIPMENT'S LOCATION (IF DIFFERENT FROM COMPANY ADDRESS):	PROJECT LATITUDE:	LONGITUDE:
DOES THE HOUR METER WORK:	YES (IF YES, ENTER READING BELOW) CURRENT READINGS	NO (EXPLAIN BELOW)
IS THE EQUIPMENT OPERATIONAL?:	YES	NO
ADDITIONAL COMMENTS:		

Section 3: Checklists

EQUIPMENT

Inspection must verify the operational condition of the existing equipment. The inspection must verify, at a minimum, the following items:

- | Yes | No | N/A |
|-----|----|--|
| a. | | Tires in usable condition (<i>able to hold air, sufficient tread or tracks etc.</i>) |
| b. | | Steering wheel operational |
| c. | | Equipment able to start up and move backwards and forwards |
| d. | | Buckets, blades, rollers etc. are working |
| e. | | Undercarriage structurally sound |
| f. | | Fuel tank in usable condition |
| g. | | No parts stripped |
| h. | | Equipment not vandalized |

REQUIRED PHOTOGRAPHS

Clear photographs of the existing equipment must include the following views listed below. MDAQMD will specify the required digital format.

- | Yes | No | N/A |
|-----|----|---|
| 1. | | Right side — hood down |
| 2. | | Front — hood down |
| 3. | | Left side — hood down |
| 4. | | Equipment serial number (<i>this must be clearly shown</i>). Also any other identifying marks. |
| 5. | | Engine serial number — either tag or stamp on block |
| 6. | | Diesel Off-Road Online Reporting System (DOORS) Equipment Identification Number (EIN), (<i>if applicable</i>) |
| 7. | | Rear |
| 8. | | VIN Number (<i>if applicable</i>) |
| 9. | | Hours meter/odometer |

Section 4: Inspector information

NAME

AUTHORIZED SIGNATURE

DATE SIGNED

BRAD POIRIEZ, EXECUTIVE DIRECTOR
 14306 Park Avenue, Victorville, CA 92392-2310
 760.245.1661 • Fax 760.245.2022
 Email: Grants@mdaqmd.ca.gov
www.MDAQMD.ca.gov • @MDAQMD



CARL MOYER PROGRAM Annual report form

PROJECT LIFE: _____

Section 1: Grantee/company information

GRANTEE NAME:			COMPANY PHONE NUMBER:		
COMPANY ADDRESS:	CITY:	ZIP:	EMAIL ADDRESS:		

Section 2: Equipment information

Equipment ID No.	Equipment location (City/Zip)	% of time within MDAQMD boundaries	For ON-ROAD equipment — Use ODOMETER For OFF-ROAD equipment — Use HOUR METER				Calculated usage ENDING — BEGINNING readings
			BEGINNING		ENDING		
			Date	Reading	Date	Reading	
ADDITIONAL COMMENTS:							

Section 3: Certification

I, the undersigned, hereby certify that all information contained herein is true and correct.

 NAME

 AUTHORIZED SIGNATURE

 DATE SIGNED

MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT

BRAD POIRIEZ, EXECUTIVE DIRECTOR

14306 Park Avenue, Victorville, CA 92392-2310

760.245.1661 • Fax 760.245.2699

Email: grants@mdaqmd.ca.gov

www.MDAQMD.ca.gov • @MDAQMD



Carl Moyer Program

Certificate of Destruction

The destruction of the equipment and its engine must be within **30 days** from the date the dismantling facility receives both parts. **This form must be submitted to MDAQMD no later than 10 days from the date the dismantler receives the equipment and its engine.**

Personnel from the dismantling facility must complete this Certificate of Destruction Form and email/fax the form to:

Attn: **Truong Tran**

Email: ttran@mdaqmd.ca.gov or grants@mdaqmd.ca.gov Fax: **760.245.2699**

Please type or print all information.

Section 1: Equipment information

APPLICANT/GRANTEE NAME:	
DATE RECEIVED BY DISMANTLER:	DATE OF DESTRUCTION:
EQUIPMENT IDENTIFICATION NO. (EIN):	
ENGINE SERIAL NO. (ESN):	

Section 2: Dismantler information

FACILITY NAME:			
CONTACT NAME:			
ADDRESS:	CITY:	STATE:	ZIP:
PHONE:	FAX:	EMAIL:	

Section 3: Certification statement

I hereby certify that the equipment and engine described above has been received by this facility and will be permanently destroyed for recycling purposes only in accordance with the Carl Moyer Program Destruction Guidelines.

PRINTED NAME OF RESPONSIBLE PARTY:	
TITLE:	DATE:
SIGNATURE OF RESPONSIBLE PARTY:	

Include required photographs with this completed form:

- i. DOORS EIN (if applicable)
- ii. Equipment serial number
- iii. Engine serial number either stamped on the block or on the tag
- iv. Destroyed engine block/equipment

GRANT AGREEMENT

MDAQMD Contract Year: {---Funding Year of Contract Issuance---}

Contract Number: {---District Contract Number---}

Board Item: {---Board Agenda Item Number---}

Grant Description: {---Heavy Duty, Agricultural, School bus---}, {---
replacement, retrofit, repower---} project funded by the {---
Carl Moyer Program, Funding Agricultural Replacement
Measures for Emissions Reductions (FARMER) Program,
Community Air Protection Program---}

This AGREEMENT is between the Mojave Desert Air Quality Management District (hereinafter “MDAQMD”) and {---Company Name---}, (hereinafter “GRANTEE”).

Witnesseth:

WHEREAS, the purpose of the {---Carl Moyer Program is to reduce emissions by providing grants for the incremental cost of cleaner than required heavy-duty vehicles, engines and equipment, FARMER Program is to help meet the State’s goal to reduce toxic greenhouse gas emissions by partially paying grantees the cost for upgrading their agricultural equipment with cleaner engine technology, Community Air Protection Program supplement to the Carl Moyer Program is to reduce emissions by providing grants for the incremental cost of cleaner than required heavy duty vehicles, engines and equipment---} ; and

WHEREAS, the California Air Resources Board (CARB) as the original source of the monies used to fund this grant, will be able to audit and enforce this Agreement pursuant to the terms of the underlying funding Program Guidelines; and

WHEREAS, the MDAQMD is authorized to award grant funds to offset the incremental cost of projects that reduce air pollution pursuant to the specific Program Guidelines; and

WHEREAS, Grantee submitted an application requesting funding to replace older polluting, {---heavy-duty off-road equipment, heavy duty on-road equipment, school bus---} with newer, cleaner technology that meets the current emissions standards as described in the attached Exhibit(s) (hereinafter also referred to as “Project”); and

WHEREAS, District staff has evaluated Grantee’s Grant Application and has determined that the Application and Proposed Project complies with the funding Program Guidelines and shall meet the funding program requirements for the full term of this Agreement (also referred to as “Project Life”; and

WHEREAS, on that basis the MDAQMD Governing Board has approved Grantee’s project for funding in accordance with the terms of this Agreement; and

WHEREAS, funding of this Project is contingent upon successful completion of pre-inspection of existing equipment, Grantee signing this Grant Agreement and fulfilling the grant terms and conditions; and

WHEREAS, Grantee is qualified and experienced in its professional field and is able to

perform the activities described in the Grant Proposal submitted by Grantee and the attached “Exhibit(s).”

The parties agree as follows:

Grant Terms and Conditions

1. Purpose

The purpose of this Agreement hereby awards Grantee Project funding for the replacement of older polluting, heavy-duty off-road/on-road equipment with newer, cleaner technology that meets the current emissions standards as described in the Exhibit(s). This Project must be completed, operated and maintained in a manner such that it does not void any warranty. Equipment shall be operated a minimum of 70% of the total annual hours stated in the original application with 75% minimum usage to occur within the State of California for the entire term of the project life. Grantee certifies compliance with all applicable federal, state, and local air quality rules and regulations at time of contract execution and shall maintain compliance with such rules and regulations for the full Project Life. In the event that Grantee is unable to satisfy the required usage each year of the Project Life for the equipment, and provided that the Grantee still owns and operates the {---Carl Moyer Program, FARMER Program, Community Air Protection Program---} funded equipment, the Grantee may request to extend the Project Life of this Agreement. If the {---Carl Moyer Program, FARMER Program, Community Air Protection Program---} funded equipment specified in the Exhibit(s) are sold, Grantee will be subject to repayment as listed in Section 4(e) of this Agreement. This Project complies with the {---Carl Moyer Program, FARMER Program, Community Air Protection Program---} Guidelines and criteria and will meet all program requirements for the full term of the Agreement.

2. Services

- a) GRANTEE agrees, during the term of this AGREEMENT, to perform the contracting services set forth below and in Exhibit A – Scope of Services.
- b) GRANTEE shall be obligated to devote as much time, attention, skill, and effort as may be reasonably required to perform the PROJECT services, in a professional and timely manner, consistent with the elements of the PROJECT.

3. Contract Period

- a) The term of this contract shall begin on the last date signed by the parties below and conclude on or before the end dates listed in Exhibit B – Contract Term and Payment for Services Rendered, unless terminated or amended.
- b) This contract may be canceled by either party upon serving thirty (30) days’ notice in writing to the other party.

4. Payment

- a) MDAQMD agrees to pay for the services covered by this AGREEMENT pursuant to the payment terms set forth below and in Exhibit B – Contract Term and Payment for Services Rendered.
- b) The amount paid to the GRANTEE shall constitute full payment for all services set forth herein. GRANTEE shall not be reimbursed for any additional expenses incurred beyond the maximum approved sum.
- c) GRANTEE shall bill MDAQMD upon completion of the PROJECT and after all of the conditions for funding outlined in this AGREEMENT are met. If the PROJECT funded under this AGREEMENT is performed in phases or over a period of time, then requests can be made by the GRANTEE for partial payment. Partial requests for payments must receive prior authorization by MDAQMD. GRANTEE agrees to provide a detailed invoice to MDAQMD with copies of purchase orders, signed contracts, or receipts referencing the contract number. MDAQMD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT.
- d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to GRANTEE until MDAQMD is satisfied that work of such value has been rendered pursuant to this AGREEMENT.
- e) Repayment of grant. Grantee agrees to repay MDAQMD if any of the following occur:
 - (1) Grantee’s annual usage of the Project falls below 70% of the average usage as provided in project application. 75% of the minimum usage must occur within the State of California for each year of the Project Life as per Exhibit(s) A. Grantee may request to extend the terms of this Agreement (precluding overlap with an applicable rule implementation requirement) pursuant to the conditions listed in paragraphs (5)(c)(iii)(1)-(4) below; or
 - (2) The Project specified in Exhibit(s) A is sold and the buyer fails to accept and perform the obligations of this Agreement for the remaining Project Lifetime as set forth in Exhibit(s); or
 - (3) The amount of repayment shall be calculated as follows:

$$\text{Repayment amount} = \frac{G}{T} \left(\sum_{i=1}^n |R - A_i| \right)$$

Where:

G = “Grant amount” is the amount of money Grantee is paid for the Project under this Agreement.

n = “project life in years” for the purposes of this calculation is the term of the Agreement as per Exhibit(s) A.

R = annual hours as specified in the statement of usage

A = “hours used” is the number of hours the Project is required to operate annually in conformance with this Agreement.

T = “Total hours required is defined as R multiplied by n

5. Notices

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered, sent via email to project contact or to grants@mdaqmd.ca.gov with confirmed receipt, or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

MDAQMD:
Mojave Desert Air Quality Management District
Attn: Air Pollution Control Officer (APCO)
14306 Park Ave
Victorville, CA 92392

GRANTEE:
{---Company Name---}
Attn: {---Authorized Signer / Official Notifications---}
{---Street1---}
{---City---}, {---State/Province---} {---Postal Code---}
Email: {---Authorized Signer Email---}

- b) Any notice so delivered personally shall be deemed to be received on the date of delivery, any notice so delivered via email with confirmed receipt shall be deemed to be received on the date of receipt confirmation, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

6. Obligations of MDAQMD

- a) MDAQMD agrees to pay GRANTEE an amount not to exceed the requirements set forth in Exhibit B – Contract Term and Payment for Services Rendered, in accordance with the requirements listed in Exhibit A – Scope of Services.
- b) MDAQMD shall not reimburse GRANTEE for any expenses incurred by GRANTEE in the performance of PROJECT described in Exhibit A unless such reimbursement is specifically authorized in the Payment Schedule. GRANTEE shall not be reimbursed for any additional expenses incurred beyond the maximum amount.
- c) Except for the payment obligations set forth above, MDAQMD shall have no other obligations or responsibilities to GRANTEE under this AGREEMENT.

7. Obligations of GRANTEE

- a) GRANTEE has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT.
- b) GRANTEE has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A and will produce said documents if requested by MDAQMD.

- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit A.
- d) No component of the monies to be paid by MDAQMD to GRANTEE shall be used for grant administration or any interest costs.
- e) GRANTEE shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and Section 3 above.

8. Indemnification

Grantee agrees to indemnify, defend and hold harmless MDAQMD and its authorized agents, officers, volunteers and employees against any and all claims or actions arising from Grantee's acts, errors or omissions in performing services pursuant to this Agreement. Grantee agrees to indemnify, defend, and hold harmless MDAQMD, its authorized agents, officers, volunteers and employees against any and all losses sustained due to the use of the new equipment pursuant to this Agreement. MDAQMD agrees to indemnify, defend and hold harmless Grantee and its authorized agents, officers, volunteers and employees against any and all claims or actions arising from MDAQMD's acts, errors or omissions in performing services pursuant to this Agreement.

9. Insurance Requirements

In order to accomplish the indemnification herein provided for, Grantee shall procure and maintain, throughout the term of the Agreement replacement value insurance coverage to ensure complete repair or replacement in the event of major damage to the equipment. Grantee will also maintain insurance as required by law or regulation the following types of insurance as may apply to Grantee's operations and handling of the new equipment:

- (1) Workers' compensation insurance in amounts to satisfy applicable state laws;
- (2) Employer's liability insurance in the amount of \$1,000,000;
- (3) Automobile liability insurance in the amount of \$1,000,000 per occurrence;
- (4) General commercial liability insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of \$1,000,000 per occurrence and in the aggregate.

Such insurance policies shall name MDAQMD, its officers, agents, employees, individually and collectively, as additional insured (except workers' compensation insurance), for purposes of the matter covered under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, agents, employees, individually and collectively. Such coverage for additional insured shall apply as primary insurance, and any other insurance maintained by MDAQMD, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under Grantee's policies herein. The grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any failure to comply with any of the provisions or policies including breach of warranties shall not affect coverage provided to the District, its officers, agents, employees, individually and collectively. Grantee will not cancel required insurance policies without thirty (30) day prior written notice.

Prior to the commencement of performing its obligations under this Agreement, Grantee shall provide to MDAQMD appropriate certificates from its insurance carrier or carriers stating that such insurance coverages have been obtained and are in full force; that MDAQMD, its officers, agents and employees will not be responsible for any premiums on the policies; that such insurance names MDAQMD, its officers, agents, and employees, individually and collectively, as additional insureds and stating policy number, dates of expiration, limits of liability thereunder, and special endorsements (except workers' compensation insurance), for purposes of the matter covered under this Agreement; that such coverage for additional insured shall apply as primary insurance and any other insurance maintained by MDAQMD, its officer, agents, and employees, shall be excess only and not contributing with insurance provided under Grantee's policies herein.

10. Facilities, Equipment and Other Materials

Except as set forth herein, GRANTEE shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this AGREEMENT. MDAQMD shall furnish GRANTEE only those facilities, equipment, and other materials, and shall perform only those obligations as listed herein.

11. Non-Discrimination

GRANTEE shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual preference, or in contravention of any other protected classification or practice identified in the California Fair Employment and Housing Act; Government Code section 12900 et seq.

12. Records, Documents and Audits

- a) GRANTEE shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to MDAQMD and MDAQMD or its designee shall have the right to inspect such records at any reasonable time.
- b) GRANTEE agrees to return to MDAQMD, upon termination of this AGREEMENT, all documents, drawings, photographs, and other written or graphic material, however produced, received from MDAQMD and used by GRANTEE in the performance of its services. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by GRANTEE in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of MDAQMD and may be used by MDAQMD for any purpose whatsoever. MDAQMD agrees that any future use of documents produced by the GRANTEE under the terms of this contract shall be at the sole discretion of MDAQMD and GRANTEE shall bear no liability for the decisions on whether and how to use such documents.
- c) During the Project life, either or both the MDAQMD and CARB or their designee have the authority to conduct a fiscal audit, inspect projects, enforce terms of this Agreement, and pursue a refund for any noncompliance with the terms and conditions of this Grant

Agreement or applicable state laws or regulations. Grantee shall make available to MDAQMD at any time during regular business hours following reasonable notice from the MDAQMD, and as often as MDAQMD may deem necessary, all of its records and data for examination with respect to the matters covered in this Agreement. Grantee shall allow MDAQMD upon reasonable advance request at MDAQMD's cost, to audit and inspect all of such records and data necessary to ensure Grantee's compliance with the terms of this Agreement. In the event it becomes necessary, Grantee shall be subject to an audit to determine if the funds received by Grantee were spent for the incremental cost of cleaner heavy-duty vehicles and equipment as provided in CARB's Carl Moyer Program Guidelines and to determine whether said funds were spent as provided by law and this Agreement. If after audit MDAQMD makes a determination that funds provided to Grantee pursuant to this Agreement were not spent in conformance with this Agreement or the requirements of the Program or any other applicable provisions of law, and following resolution of any appeal of such determination by Grantee to the Board of the MDAQMD, Grantee agrees to immediately reimburse MDAQMD all funds determined to have been expended not in conformance with said provisions.

- d) Grantee shall retain all records and data for activities performed under this Agreement for at least three (3) years beyond the performance of the final obligation pursuant to this Agreement or until all state and federal audits are completed, whichever is later.

13. Political Activity Prohibited

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

14. Lobbying Prohibited

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

15. Conflict of Interest

No officer, employee or agent of MDAQMD who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. Grantee shall comply with all federal, state and local conflict of interest laws, statutes, and regulations.

16. Economic Sanctions

GRANTEE agrees to comply with existing economic sanctions imposed by the U.S. Government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

17. Independent Status

- a) GRANTEE shall perform this contract as an independent contractor and not as an employee of MDAQMD. GRANTEE acknowledges that GRANTEE is not entitled to any of MDAQMD's fringe benefits, including without limitation; paid holidays, life insurance, sick leave, or travel or any other expenses in connection with services performed hereunder. No part of the compensation payable to GRANTEE hereunder shall be deducted or withheld for payment of Federal or State income or other employment related taxes. It shall be the responsibility of GRANTEE to provide all coverage necessary for GRANTEE's own benefit and not as an employee of MDAQMD.
- b) Except as MDAQMD may specify in writing, GRANTEE shall have no authority, express or implied, to act on behalf of MDAQMD in any capacity whatsoever as an agent. GRANTEE shall have no authority, express or implied, pursuant to this AGREEMENT to bind MDAQMD to any obligation whatsoever.

18. Warranties

GRANTEE warrants that its services are performed, with the usual thoroughness and competence; in accordance with the standard for professional services at the time those services are rendered.

19. Licenses, Permits, Etc

GRANTEE represents and warrants to MDAQMD that it has or will obtain before initiation of the PROJECT, all licenses, permits, qualifications, and approvals of whatever nature, which are legally required for GRANTEE to practice its profession. GRANTEE represents and warrants to MDAQMD that GRANTEE shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this AGREEMENT, any licenses, permits, and approvals which are legally required for GRANTEE to practice its profession at the time the services are performed.

20. Assignment or Transfer

GRANTEE may assign any of its rights, burdens, duties, or obligations under this AGREEMENT only upon the prior written consent of MDAQMD. Approval will be at the sole discretion of MDAQMD.

21. Modification of Agreement

This AGREEMENT cannot be changed or supplemented orally, and may be modified or superseded only by written instrument executed by all parties.

22. Waiver

One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this AGREEMENT shall not operate as a waiver of any subsequent breach or default.

23. Entirety of AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT and understanding between the parties. There are no oral understandings, terms, or conditions, and no party has relied upon any representation, express or implied, not contained in this AGREEMENT. Any prior understandings, terms, or conditions are deemed merged into this AGREEMENT. This AGREEMENT is intended as the complete and exclusive statement of the parties' Agreement pursuant to Code of Civil Procedure section 1856.

24. Rights to Emission Reductions

Projects funded via the {---Carl Moyer Program/FARMER/CAP---} cannot generate Emission Reduction Credits (ERCs) pursuant to MDAQMD Regulation XIV or be used for offsets pursuant to Regulation XIII.

25. Severability

In the event that any word, phrase, clause, sentence, paragraph, section, article or provision contained in this Agreement is held to be unenforceable for any reason by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

26. Prevailing Wages and Labor Compliance

Grantee agrees to be bound by all applicable provisions related to public works projects, including but not limited to, California Labor Code Sections 1720-1861 regarding the regulation of employment conditions and prevailing wages for public works projects. Grantee agrees to act at all time in conformity with all applicable local, state and federal laws, including, without limitation, all applicable federal and state labor laws.

27. Declination Clause

The Mojave Desert Air Quality Management District (MDAQMD) does not discriminate on the basis of race, national origin, ethnic group identification, ancestry, religion, age, sex, sexual orientation, gender identity, gender expression, color, genetic information, medical condition, or mental or physical disability, or any other attribute or belief protected by law in administration of its programs or activities, and MDAQMD does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in action protected by or oppose actions prohibited by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

28. Governing Law

This Agreement shall be interpreted under the laws of the State of California. Venue for any action arising out of this Agreement shall only be in San Bernardino County, California. This Agreement was entered into in Victorville, California.

29. Exhibits

All exhibits referred to herein and attached hereto are fully incorporated by this reference.

30. Electronic Signatures

An Electronic Signature refers to any representation in electronic form used to express intent, including a typed name placed in a signatory area, a digitized image or copy of a handwritten signature, a scanned signature on a PDF document, a biometric mark, a sound, or a digital signature. An Electronic Signature provides who signed, what was signed, captures intent and consent. If parties agree to a transaction by electronic means and are required by law to provide, send, or deliver information in writing, the requirement is satisfied if the information is provided, sent, or delivered in an electronic record, which the recipient can retain at the time of receipt.

By the action of applying an Electronic Signature to this AGREEMENT, parties to the AGREEMENT are certifying their willingness to use electronic signatures and records delivered via electronic means. A signed copy of this AGREEMENT, or any other related ancillary agreement or amendment, transmitted by facsimile, email, electronic signature application, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signature.

The parties so agree.

{---Company Name---}:

{{ SigContractor_es_:signer4:signature}}

Date: {{DteSigCont_es_:signer4:date}}

{---Authorized Signer / Official Notifications---}

{---Authorized Signer Title---}

Mojave Desert Air Quality Management District:

{{ SigAPCO_es_:signer5:signature}}

Date: {{DteAPCO_es_:signer5:date}}

Brad Poiriez
Air Pollution Control Officer

EXHIBIT A
SCOPE OF SERVICES

Project Scope:

Purchase a {---Funded Equipment Description---} (Replacement Equipment), and destroy a {--- Replaced Equipment Description---} (Replaced Equipment).

Sections I and II below must be completed prior to funding, and prior to the Project Completion End Date identified in Exhibit B of this AGREEMENT.

- I. Prior to the Replacement Equipment being released from the dealer (or seller) to the GRANTEE, the GRANTEE shall meet the following conditions:
 - A. Purchase Replacement Equipment as described above. If after contract execution GRANTEE chooses to purchase a piece of equipment that is different than the originally proposed Replacement Equipment, then GRANTEE shall make a request to MDAQMD, in writing, to seek approval of the change(s) as soon as possible. The equipment modification shall: 1) not increase emissions from the originally proposed Replacement Equipment, 2) shall continue to perform the same functions as the Replaced Equipment, and 3) shall not increase the awarded grant amount.
 - 1) The modification in the Replacement Equipment to be purchased shall only occur with MDAQMD approval. An approval/denial letter shall be emailed to the GRANTEE after MDAQMD has reviewed the request and has made a final determination.
 - 2) If the request to modify the originally proposed Replacement Equipment results in an increase in emissions from its original evaluation, then MDAQMD shall reduce the awarded grant amount in order to maintain the same level of cost effectiveness. Such a change will require MDAQMD approval and a contractual amendment signed by both the GRANTEE and MDAQMD.
 - 3) Modified Replacement Equipment must meet {---program name guidelines---} Program Guidelines.
 - B. Purchase a minimum one-year or 1600-hour powertrain warranty for the Replacement Equipment. The warranty must cover parts and labor. A separate supplemental minimum one-year or 1600-hour power and drivetrain warranty must be purchased if the equipment does not have one.
 - C. The dealer must have documentation of a MDAQMD pre-inspection and post-inspection of the Replacement Equipment.
 - D. GRANTEE (or its representative) shall provide to MDAQMD:
 - 1) Copies of itemized invoices relative to the purchase of the Replacement Equipment;
 - 2) Proof and terms of financing, including lender and amount financed (if applicable);
 - 3) Warranty and its terms;
 - 4) Certification that the Replaced Equipment will be delivered to a MDAQMD approved salvage yard (or other approved location) within 30 days of receipt of the Replacement Equipment. The certification must include the make, model, year, EIN,

engine make, engine serial number, the date the equipment is expected to be delivered to the salvage yard, and the salvage yard's location;

5. Certification from the GRANTEE that all funding sources that they have applied for or received for the PROJECT have been disclosed, and that the GRANTEE will notify MDAQMD of additional sources of funding received for the total cost of the PROJECT, including any sources that become available after contract execution, prior to PROJECT funding. GRANTEE is prohibited from receiving grants and other funds that exceed the total project amount.
 6. Original invoice to MDAQMD, for the amount of requested grant funds for reimbursement. Note that the invoice cannot be paid until the Replaced Equipment has been destroyed, per Section II below. MDAQMD may require GRANTEE to re-submit the invoice if payment requirements have not been met in the current MDAQMD fiscal year (7/1 through 6/30).
- E. The Replacement Equipment must have an engine with a horsepower rating not to exceed 125% horsepower of the Replaced Equipment. Any engine with a horsepower above this range must be pre-approved by MDAQMD prior to purchase, when feasible.
 - F. Have a Post Inspection conducted by MDAQMD (or its representative) of the Replacement Equipment. The GRANTEE (or its representative) shall be responsible for scheduling the appointment with MDAQMD.
 - G. A determination by MDAQMD that the Replacement Equipment and all associated documentation have satisfied the requirements for funding and authorization for the equipment to be delivered to the GRANTEE.
 - H. Display on the Replacement Equipment an MDAQMD Clean Air Project decal that partial funding was made available from MDAQMD. Any graphics used for this purpose need to be approved in advance by MDAQMD staff.
- II. GRANTEE shall ensure that the Replaced Equipment has been destroyed.
- A. The Replaced Equipment must be delivered to a MDAQMD approved salvage yard (or other MDAQMD approved entity) for destruction within 30 days of GRANTEE's receipt of the Replacement Equipment funded under this AGREEMENT.
 - B. The salvage yard (or approved entity) shall destroy the Replaced Equipment within 60 days of receipt of the equipment.
 - C. Documentation of equipment destruction must be provided to MDAQMD within ten days of destruction. The documentation must be provided pursuant to the 2017 Carl Moyer Guidelines.
 - D. The destruction method of the equipment will vary depending on the structure of the equipment:
 - 1) Equipment with permanent frame rails running the length of the equipment: complete cuts of both frame rails between the front and rear axles.
 - 2) Equipment with removable/bolt-on frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unrepairable.
 - 3) Equipment without frame rails: structural damage, with cuts or otherwise, that renders the main body of the equipment inoperable and unrepairable.

- 4) Articulated equipment: damage, cuts or otherwise, to the articulation joints of front and rear halves of the equipment so that neither half can be joined.
 - 5) Other equivalent methods of destruction are acceptable if approved by the air district.
- E. The engine shall be destroyed by putting a hole in the engine block with a diameter of at least three inches at the narrowest point. The hole (or equivalent) must be irregularly shaped (i.e. no symmetrical squares or circles) and a section of the oil pan flange must be removed as part of the hole or have a line cut through it that connects the hole.
 - F. Either the salvage yard (if authorized by MDAQMD) or MDAQMD staff shall conduct a salvage inspection to verify destruction of the Replaced Equipment within 10 days of destruction, in accordance with the 2017 Carl Moyer Program Guidelines.
 - G. The Replaced Equipment may not be sold/given to another person in which the intent is to part it out into individual pieces and then be sold to another party.
- III. Reporting and Recordkeeping Requirements during the PROJECT Implementation Period. The PROJECT Implementation Period refers to the timeframe between the Replacement Equipment's approved Post-Inspection date and the Contract End Date.
- A. Record annual hours of the Replacement Equipment throughout the term of this AGREEMENT. If the equipment operates in areas outside of the MDAQMD jurisdiction the hours must be clearly documented in the annual report (see Section B below).
 - B. GRANTEE shall provide MDAQMD Annual Monitoring Reports as described in Exhibit C. The first annual monitoring report shall be submitted no later than 13 months after PROJECT post-inspection and continuing annually thereafter throughout the PROJECT Implementation Period of this AGREEMENT. At a minimum, noncompliance with the reporting requirements will require an on-site inspection(s). At the sole discretion of MDAQMD, ten (10) percent of the awarded grant amount, as outlined in Exhibit B, may be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.
 - C. GRANTEE shall maintain and retain usage and other records associated with the PROJECT for at least three years after the end of the contract term.
 - D. Pursuant to Section 8 of this AGREEMENT, GRANTEE shall provide proof of insurance prior to performing work on this PROJECT, and throughout the term of this contract.
- IV. General Conditions:
- A. GRANTEE shall notify MDAQMD in writing if installation and/or implementation of this PROJECT will deviate from the scope of work as outlined in the GRANTEE's Grant Application or this AGREEMENT at any time during the term of this AGREEMENT. GRANTEE shall notify the MDAQMD within 15 days of recognizing such deviation. If funding has not yet been disbursed at the time of recognizing such deviation, then the GRANTEE shall notify the MDAQMD at least 30 days in advance of any request for payment. The APCO has the sole discretion to approve, deny, or adjust funding amount as outlined in Exhibit B of this AGREEMENT, based on the extent of the deviation.
 - B. GRANTEE shall maintain the Replacement Equipment according to the manufacturer's specifications for the term of the AGREEMENT and shall not tamper with the engine in a way as to void the warranty or to cause the engine to operate in a manner not intended or originally designed.

- C. GRANTEE shall allow MDAQMD, CARB, or other designee to conduct an inspection or audit of the PROJECT being funded under this AGREEMENT, including the engine, equipment and associated records, during the contract term. At the time of execution of this AGREEMENT, GRANTEE's signature shall be a certification that its fleet, engine(s), and equipment are in compliance with all applicable federal, State, and local air quality rules and regulations and shall continue to maintain, for the term of the AGREEMENT, compliance with all applicable federal, State, and local air quality rules and regulations for the full contract term.
 - D. When determining compliance with mobile source regulatory requirements, the Replacement Equipment shall be included when defining fleet size, when applicable.
 - E. Throughout the term of this AGREEMENT, the PROJECT cannot be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance, when applicable.
 - F. GRANTEES that receive co-funding for the PROJECT funded under this AGREEMENT must meet all criteria associated with each funding source used to fund the PROJECT.
 - G. GRANTEES that are not a public entity must provide at least 15 percent of the PROJECT's Moyer eligible costs from non-public sources.
 - H. PROJECT must have at least 75 percent of its total activity for the PROJECT life in California.
 - I. In addition to the terms of this AGREEMENT, GRANTEE shall adhere to all requirements outlined in the applicable California Air Resources Board Guidelines. If there is a conflict between the terms of this contract and California Air Resources Board's guidelines, the California Air Resources Board's Guidelines shall prevail.
 - J. By executing this AGREEMENT, GRANTEE understands and agrees to operate the equipment and engine according to the terms herein and to cooperate with MDAQMD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable.
 - K. CARB, as an intended third party beneficiary, reserves the right to enforce the terms of this AGREEMENT at any time during the term of this AGREEMENT to ensure emission reductions are obtained.
- V. Repercussions for Nonperformance:
- A. If for any reason, after PROJECT funding, the Replacement Equipment does not perform according to what was submitted in the GRANTEE's application, or in conjunction with the application, or if the conditions of this AGREEMENT are not met, MDAQMD or CARB may require reimbursement of grant funds.
 - B. CARB and MDAQMD have the authority to pursue any remedies available under the law for noncompliance with Moyer Program requirements and nonperformance of terms outlined in this AGREEMENT, in an effort to ensure emission reductions are obtained.

EXHIBIT B

CONTRACT TERM AND PAYMENT FOR SERVICES RENDERED

Grant Description: {---Contract Title---}

Contract Schedule (to occur on or before the following dates)

Start Date:	{---last date signed by the parties---}
Project Completion End Date:	{---Project Scope End Date---}
Project Implementation Period:	{---Project Implementation Period Years---} years
Contract End Date:	{---Contract End Date---}

Budget

Amount Awarded by MDAQMD:	\${---Contract Amount---}
Estimated Co-Funding (including in-kind):	\${---Contractor CoFunding Amount---}
Estimated Total PROJECT Amount:	\${---Project Cost with Co-funding---}

If the Total PROJECT Amount is less than what is listed above, then the GRANTEE may be required to provide an equivalent percentage of Co-Funding based on the reduced Total PROJECT Amount. The Amount Awarded by MDAQMD, as listed above, shall be adjusted accordingly.

Payment

MDAQMD will provide up to \$ {---Contract Amount---} ({---Contract Amount Text (only needed for contract template)---}) in funding to purchase Replacement Equipment, in accordance with the requirements listed in this AGREEMENT. Payment(s) shall be made to the GRANTEE within thirty (30) days after the billing is received and approved by MDAQMD.

At the sole discretion of MDAQMD, ten (10) percent of the awarded grant amount, as outlined in this exhibit, may be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.

A completed federal W-9 form and/or California 590 form must be submitted prior to payment. An IRS Form 1099 will be issued for incentive funds received under this AGREEMENT, if applicable. It is the GRANTEE’s responsibility to determine tax liability associated with receiving grant incentive funds.

Invoices

Invoices shall be submitted to MDAQMD in an original format and include the contract number when possible. Along with submitting an invoice for reimbursement, provide copies of all paid receipts and proof of in-kind support (when applicable), and evidence of financing, associated with the PROJECT funded under this AGREEMENT.

EXHIBIT C
MONITORING REPORT FORMAT

Grant Description: {---Contract Title---}

The first annual monitoring report shall be submitted no later than 13 months after MDAQMD approved PROJECT post-inspection and continuing annually thereafter throughout the PROJECT Implementation Period of this AGREEMENT. The report can be emailed, mailed, or delivered in person to MDAQMD.

The report shall include the following:

1. GRANTEE's name, address, and telephone number.
2. Reference Contract Number.
3. Equipment make, model, and equipment identification number.
4. Previous year's annual hours of usage, including the percentage of hours occurring within the MDAQMD jurisdiction.
5. Hour reading at time of the report.
6. Total hours of usage within the MDAQMD jurisdiction from the date GRANTEE first started operating equipment.
7. Or Grantee can complete the District's Annual Reporting form.

Note: After the monitoring report is submitted to MDAQMD, staff may conduct a performance evaluation on the PROJECT.

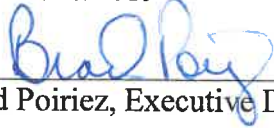
*Mojave Desert
Air Quality Management District*

STANDARD PRACTICE

4-5

Effective Date: 03/01/1996

Revision Date: 12/10/2019

Approved: 
Brad Poiriez, Executive Director/APCO

Applicability: All

SUBJECT: RECORDS RETENTION

PRACTICE:

It is the standard practice of the Mojave Desert Air Quality Management District (District) to ensure an orderly system for the retention and destruction of records, to retain certain records for various periods of time prior to their disposal or destruction.

AMPLIFICATION OF PRACTICE:

A. General

This Standard Practice establishes the records retention policies, procedures and guidelines for categorization, use and disposition of public records of the District in accordance with their administrative, legal, fiscal, and/or historical value. All officers, employees, and members of District Boards or committees are required to comply with the provisions of Governing Board Policy 93-2, this Standard Practice and any Protocols established pursuant to same.

This Standard Practice is designed to enable the District to comply with the applicable provisions law regarding document retention including but not limited to, the California Public Records Act (Government Code §§6250 et seq.); provisions regarding the destruction of records of special districts (Government Code §§60200 et seq.); retention provisions contained in Division 26 of the Health & Safety Code (Health & Safety Code §§39000 et seq.) and other applicable provisions of State and Federal law.

The District has several different methods and programs for preserving records. "Questys" is the recognized electronic content system for the majority of the public records of the District. "Accufund" contains the financial, timekeeping and payroll system. "CAPS" is the primary repository for active permitting and enforcement information. Non-confidential, non-working information contained in Accufund and CAPS is eventually transferred into Questys. Ethics information and Form 700 filings are contained in Disclosure Docs. Air Quality data is retained in Air Vision. Confidential files and information as well as oversized documents such as blueprints are retained in hard copy. In general, files and communications which are being

STANDARD PRACTICE
of the
Mojave Desert Air Quality Management District

actively worked are retained on the server either as single files or as part of the E-Mail server and will eventually be retained pursuant to this Standard Practice.

Attached to and incorporated in this Standard Practice are the following:

- Exhibit A – Retention of Official Documents
- Exhibit B – Storage, QA/QC and Disposition of Copies
- Records Retention Flow Chart

B. Record Types, Categorization of Records

1. What is a Record?

Most every document created or retained by the District in whatever form (hard copy, electronic, e-mail) is considered a “Record” and must be dealt with according to this Standard Practice. While some documents may be transitory in nature (For example: drafts, logistical information) and may be destroyed relatively quickly when they are no longer useful other documents rise to the level of “Public Records” and must be retained for certain periods of time before they may be destroyed. This Standard Practice is intended to assist in sorting and determining the appropriate time period after which a Record may be destroyed.

The California Public Records Act, specifically in Government Code §6252(e) defines a “Public Record” as any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics. Writings include, but are not limited to documents which are handwritten, typewritten, photographs, photocopies, e-mails, facsimiles regardless of the method by which it was created or stored. District custody of a writing is not in and of itself sufficient for it to be considered a Public Record. Such writing must also be necessary and/or convenient to the discharge of official duties. Generally, most anything that is used in connection with District business will be considered a Public Record.

Public Records can include items contained in personal cell phone, e-mail, voice mail and/or social media accounts *City of San Jose v. Superior Court* (2017) 2 Cal 5th 608. These records may be required to be produced under the California Public Records Act if they substantially relate to the District’s business and are not copied over or otherwise preserved in the District’s records. (See Standard Practice 4-16 *Cell Phones*)

Despite the above, there are some records which are exempt from disclosure under the California Public Records Act for various purposes. Some of these records are required to be kept confidential. Please see Standard Practice 4-12 – Public Records or consult District Counsel for assistance regarding whether a particular record may be disclosed .

STANDARD PRACTICE
of the
Mojave Desert Air Quality Management District

2. Categorization of Records.

Records will generally fall into one of two categories upon being created or coming into the possession of the District: *Preserve Immediately* or *Working*.

Preserve Immediately records are those which the District is required to keep by law. These include but are not limited to: Air Quality Permit Applications, Permit issuance documents, Tests & Reports, Requests for Variances, some financial documents, and a variety of documents contained in Personnel files.

Working records are those which belong to a project or other District function and are necessary to complete the project or function. These include but are not limited to rule development documents, draft versions of permits, draft versions of engineering evaluations, communications between the District and a source, document related to NOV's or NTCs.

C. Initial Disposition of Records

1. *Preserve Immediately*

Records which are to be preserved immediately upon initial receipt/production shall be placed into Questys or other appropriate place pursuant to the applicable protocol for the document type involved. For example: items belonging in a Personnel File will be placed in that file; Items such as Form 700 filings will be placed in the Disclosure Docs program; Financial records would be placed in Accufund; and Tests and Reports would be placed in the appropriate Facility File in Questys.

2. Records which are *Working* Files

Records which are part of the working files on a project may be kept until the project or function is complete. Once the project or function is complete unneeded records should be purged from the file and the remainder be placed into Questys (or other appropriate place) pursuant to the applicable protocol.

Purging files involves removing extraneous material that is not required by law to be kept. Such material includes but is not limited to items such as logistical e-mails, drafts of documents (except publically released drafts), certified mail receipts, and post it notes. Exactly what items can be purged from a file will depend upon the type of project or function. For example, Rule Development Files will have different items needing to be retained than closed NOV/NTC files. Please consult the applicable Protocol for the specific project/file type or consult District Counsel if questions arise.

STANDARD PRACTICE
of the
Mojave Desert Air Quality Management District

D. Official District Records

1. Official Records in Questys

Once a record has been scanned or otherwise placed in Questys and the initial QA/QC Protocol has been performed the copy of the document in Questys is presumed to be the Official District Record. The original becomes an “extra” copy and is either destroyed or placed in the appropriate storage for later destruction pursuant to the QA/QC Protocol. The only exception to the above paragraph is official meeting documents of the District (Governing Board, Hearing Board, and Brown Act Committees). In this case the initial input copy is retained indefinitely and has dual status with the copy in Questys as the Official District Record.

Any record placed in Questys is presumed to be a public record. Any confidential records need to be labeled as such and placed in the appropriate file with a placeholder note being scanned into Questys. This includes information such as confidential/trade secret facility related information. In the alternative if the amount of confidential information is small the information may be redacted before scanning or otherwise placing in Questys and the original unredacted copy shall be placed in the appropriate hard copy file.

2. Official Records Elsewhere (Hard Copy/Confidential/Other Electronic Systems)

Official records may also be found in hard copy (eg. Personnel Files); Financial electronic records (Accufund); electronic Form 700 filings (Disclosure Docs); and electronically collected air monitoring data (AirVision). The official status of any particular record and whether or not it is disclosable under the Public Records Act will vary depending upon the type of record and its status in the particular program. Please consult District Counsel if necessary before releasing such records.

3. Official Status of Working Files

Working files in progress have a unique status under the Public Records Act. Specific documents may be considered Public Records and may be subject to disclosure. Please consult District Counsel if such records are requested.

E. Retention Periods and Disposition of Official District Records

1. Official Records located in Quesyts and/or Confidential Files

The retention time period for specific types of Official District Records are as listed in Exhibit “A”.

Any Official District Record type not listed in Exhibit “A” shall be retained for at least the minimum time period required by State or Federal law, order, rule or regulation.

STANDARD PRACTICE
of the
Mojave Desert Air Quality Management District

Any Official District Record type not listed in Exhibit “A” and not required to be retained by State or Federal law, order, rule or regulation for a different period of time shall be retained for at least two (2) years.

Any specific Official District Record of a type listed in Exhibit “A” which is otherwise required to be retained by State or Federal law, order, rule or regulation shall not be destroyed or otherwise disposed of until after the expiration of the longest time period specified.

Any Official District Record subject to a Litigation Hold shall not be destroyed or otherwise disposed of until after the Litigation Hold has been removed (by District Counsel or appropriate litigation counsel) regardless of the applicable retention period.

Preliminary drafts, notes, or interagency or intra-agency correspondence which are not retained or required to be retained by the District pursuant to state or federal law, order, rule or regulation may be destroyed if such records are no longer necessary.

Duplicate records may be destroyed or otherwise disposed of as long as the original or a permanent copy is retained in another file maintained by the District. Hard copies, where the official record is otherwise stored, may be destroyed pursuant to the Questys QA/QC Protocol, the applicable protocol for the subject matter, or as indicated in Exhibit “B”.

Records required by law to be kept by another agency or entity may be destroyed or otherwise disposed of if such records are no longer necessary.

2. Official Records Not Yet in Questys, Located Elsewhere

Official Records may be maintained outside of Questys and the Confidential files (Working Files). However, employees are required to submit such records for inclusion into Questys once the project or function to which they relate is complete. Certain records may be stored in other District programs or in hard copy. These records may be disposed of as listed in subsection 1 above unless otherwise noted in Exhibit “A”

3. Final Disposition/Destruction of Official Records

Official Records contained in Questys, the Confidential files or other District files shall be reviewed for potential destruction upon the expiration of the applicable retention period. If the record is not required to be kept for another purpose then it may be removed from Questys pursuant to the Questys Removal Protocol. Records kept in other District programs may be destroyed as listed in Exhibit “A” or in some cases migrated into Questys then destroyed pursuant to the Questys Removal Protocol.

The District’s Record Manager or other person designated to destroy records under the applicable protocol will keep a destruction log indicating the general nature/type of

STANDARD PRACTICE
of the
Mojave Desert Air Quality Management District

records destroyed, the method of destruction (Shred/delete/purge) and the date upon which the destruction occurred.

4. Retention of Records for Longer Periods

Nothing in this standard practice requires the destruction of any record after the period specified in Exhibit "A" or as required by state or federal law, order, rule or regulation. The APCO or department supervisor may require the retention of any record for a longer period of time for the convenience of the District

F. Litigation Hold

When litigation is reasonably foreseeable District Counsel will issue a "litigation hold" on all records related to the subject matter of the litigation. Such litigation hold will be issued by memo to the employee or employees directly responsible for the information in question with copies to their immediate supervisor and the Air Pollution Control Officer. Written instructions will be provided in hard-copy and delivered personally to the affected persons. Employees are required to retain all hard-copy and electronic data as indicated in the written instructions.

In addition, District Counsel may request that restrictions designed to preserve information be placed on District technological resources such as particular computers, databases, servers, folders, and/or e-mail boxes. In such a case a separate "litigation hold" memo will be issued to the appropriate persons detailing the location, scope and types of information to be preserved from destruction. A copy of this memo will be provided to the Air Pollution Control Officer. Memos will be provided in hard-copy and delivered personally to the persons in positions most likely able to implement a litigation hold on electronic data.

Once litigation has been settled, completed or the litigation hold is no longer necessary District Counsel will remove the litigation hold by issuing written instructions to the persons notified in the initial memos.

Approved to as Legal Form:



Karen K. Nowak
District Counsel

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Citations	Questys Retention Code	Responsible Department
CCP = Code of Civil Procedure	#Y = Number of years from document date	AD = Administration
CCR = California Code of Regulations (Administrative Code)	#E = Number of years from expiration, superseded, or cancellation date of document	AM = Air Monitoring
CFR = Code of Federal Regulations	#F = Number of years from Facility expiration or cancellation of all permits	C = Compliance
GC = Government Code	I = Indefinite	CRE = Community Relations & Education
H&S Code = Health & Safety Code	X = Keep indefinitely for useful or historical purposes	E = Executive Offices
LC = Labor Code		HR = Human Resources
PC = Penal Code		O = Operations
R&T Code = Rev & Tax Code		ODC = Office of District Counsel
USC = US Code		P = Permit Engineering
		R = Rulemaking & Planning
		RM = Records Management

Destruction of any record must be authorized by the legislative body of the District (Gov. Code §§60200-60204)

Record Type/Description	MDAQMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
AB2766 (Motor Vehicle Registration Fee surcharge subvention records from DMV)	7 years after receipt of funds ⁴		7E	AD
Accident/Illness Report (Includes Medical Records, Exposure to toxic substances records & MSDS Sheets. Excludes Health insurance claims, 1 time medical treatment, records for employees working less than 1 year if records provided to employee)	Non Public Record in HR Files. 30 years after termination/separation from employment.	GC 6254(c) 8 CCR 2304(d)(1)(A-B)	HR Files; Personnel File	HR

¹ Official Documents are primarily stored in Questys. Certain official records are stored electronically in other programs. Non-public/exempt Records stored as indicated either by document type or protocol.

² Periods specified are MINIMUM retention periods. Documents may be kept longer if they remain useful (See Section E.4. above.)

³ Citations are provided primarily for reference. A particular citation may not be directly applicable by its terms to Special Districts such as the MDAQMD.

⁴ Retention period set to be consistent with other financial records.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDAQMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Accident Reports (Damage to District Property)	10 years	CCP 337.15 GC 34090	10Y	AD
Accounting (General Ledger)	7 years ⁵	CCP 337 GC 34090	7Y	AD
Accounting (Permanent Account Books per IRS regulations)	Permanent	26 CFR 1.6001-1(c) & (e)	I	AD
Accounts Payable (Journals, statements, account posting, vouchers, invoices, billings, purchase orders, check requests, checks, voided/canceled checks, credit card statements expense reimbursements, per diem etc.)	7 years ⁶	CCP 337 GC 60201(d)(12) 26 CFR 31.6001-1(e)(2)	7Y	AD
Accounts Receivable (Deposit receipts, receipt books, records of payments etc.)	7 years ⁷	CCP 337 26 CFR 31.6001-1(e)(2)	7Y	AD
Air Monitoring/Air Quality Records (Excluding physical samples)	2 years after QA/QC by oversight agency.		2E	AM
Air Monitoring Filters & Samples	5 years after date of collection	40 CFR 58	5Y	AM
Air Toxics "Hot Spots" Records/Reports	2 years after expiration of all permits held by facility.		2E	C and P
Agenda & Meeting Related (Agendas, staff reports, background documentation, notices, proof of publication etc. for Governing Board, Hearing Board, and any Brown Act committee.)	Life of agency	GC 34090 GC 60201(d)(1-3)	I	E

⁵ Statutory minimum = Audit + 4 years. Retention period set to be consistent with other financial records.

⁶ Statutory minimum = Audit +4 years for general, payment date +7 for reimbursements. Retention period set to be consistent with other financial records.

⁷ Statutory minimum = Audit +4 years. Retention period set to be consistent with other financial records.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDAQMD Official Document ¹ Minimum Retention Period ²	Citation ³	Retention Code/ Location	Responsible Dept.
Annual Financial Report⁸	Audit +7 Years	GC 34090	7E	AD
Appraisals (For real property owned by District)	Not a public record until real estate transaction complete then 2 years.	GC 6254(h) 34090	2E	AD
Asbestos Notices – Facility (See Facility Related)	N/A	N/A	N/A	N/A
Asbestos Notices – Non Facility (Notices of demolition/renovation not related to permitted facility.)	2 years from date of document.		2E	C
Audio Files (Tapes/electronic audio files of official meetings)	30 days after approval of minutes of meeting.		N/A	E
Audit Reports (Includes backup, development documents and correspondence) ⁹	7 years ¹⁰	GC 34090	7Y	AD
Bank Records (Deposits/Reconciliations)	7 years ¹¹	GC 34090	7Y	AD
Bids – Successful (Includes plans, specifications, requests for proposals etc.)	4 years	CCP 337, 337.1 GC 34090	4Y	AD
Bids – Unsuccessful (Bid packages only)	2 years	GC 34090, 60201	2Y	AD
Billings (See Accounts payable)	N/A	N/A	N/A	N/A
Blueprints/Drawings – Facility Related (Usually held in hardcopy. See Facility Files)	N/A	N/A	N/A	N/A
Blueprints/Drawings – Non-Facility Related (Usually held in hardcopy)	2 years		2Y	C and P
Brochures/Publications (May retain longer if historical value)	2 years	GC 34090	2Y	CRE

⁸ Financial Reports and Audits appear on Agenda and therefore will be retained under that category.

⁹ Final documents appear on Governing Board Agenda and therefore retained under that category.

¹⁰ Statutory minimum = Current +4 years. Retention period set to be consistent with other financial records.

¹¹ Statutory minimum = 4 years. Retention period set to be consistent with other financial records.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDAQMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Budget (Includes backup, development documents and correspondence) ¹²	Audit + 2 years	GC 34090	2E	AD
Capital Improvement Documents (Includes planning, design, construction, conversion modification of government owned facilities, structures and systems)	10 years after completion of project	GC 34090 H&S 19805	I	AD
CARB/EPA Correspondence – Non-Facility Related (See Correspondence.)	N/A	N/A	N/A	N/A
CEQA – For District Actions (See Agenda Related)	N/A	N/A	N/A	N/A
CEQA – Participation in Other Agency Actions (See Correspondence)	N/A	N/A	N/A	N/A
Cell Phone -Personal; Voice Mails/E-mails/Texts - Personal (If information is “public” AND not already in a district resource, employees are required to forward to district resource per Standard Practice 4-16. See also Correspondence and/or E-mail.)	N/A	N/A	N/A	N/A
Checks (See Accounts Payable)	N/A	N/A	N/A	N/A
Citizen Feedback (See Correspondence unless Facility Related or Rule Development Related)	N/A	N/A	N/A	N/A
Claims Against District¹³	Until settled + 2 years	GC 60201(d)(4) GC 34090	2E	ODC
Complaints – Facility (See Facility Related)	N/A	N/A	N/A	N/A

¹² Final documents appear on Governing Board Agenda and therefore retained under that category.

¹³ Most claims will be retained by insurance carrier. Approval/denial of claim will be on Governing Board Agenda; Payments will be with Financial information and therefore retained under those categories.

EXHIBIT “A”
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Record Type/Description	MDAQMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Complaints – Non-Facility (See Correspondence)	N/A	N/A	N/A	N/A
Conflict of Interest Code	Life of Agency	GC 87300 et seq.	I	E and ODC
Contracts (Including those involving or using State or Federal Funds but excluding real property design/development contracts)	7 years after termination/completion ¹⁴	CCP 337 CCP 337.2 CCP 343	7E	AD
Contract – Real Property (Includes development, design specifications, surveying, planning, supervision, testing etc of construction or improvement and may include releases, retentions, withholdings and change orders)	10 years after termination/completion	CCP 337.15	10E	AD
Copies of documents Scanned/Imported into Questys (By document type. Treated as copies pursuant to specific document type protocol and/or Questys QA/QC protocol. See also Exhibit “B” as attached)	See Exhibit “B”	Internal protocols	Storage	RM
Correspondence (Only applies to correspondence not related to another category. See also Facility Related; Rule Development Related, E-Mail or other category with longer retention period.)	2 years	GC 34090	2Y	Creating or Receiving Department
Credit Cards (See Accounts Payable)	N/A	N/A	N/A	N/A
Deeds (See Real Property related)	N/A	N/A	N/A	N/A
Demographics and Statistical Data	2 years after superseded	GC 34090	2E	AD

¹⁴ Statutory minimum =4 years from completion. However, most contracts grant/pass through funds require longer retention. Retention period set to be consistent with other financial records.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
DMV Information of Employees (NOT A PUBLIC RECORD See also Personnel Records)	When superseded	GC 34090 CG 6254(c)	N/A	HR
E-Mail (Only applies to E-mail not related to another category. See also Facility Related; Rule Development Related, Correspondence, or other category with longer retention period. See also E-Mail Standard Practice for documents retained in active E-mail boxes.)	See E-Mail Standard Practice (To be developed/may be include in SP 4-10)	N/A	N/A	N/A
EEOC Records (See Personnel – EEOC/FEHA Compliance)	N/A	N/A	N/A	N/A
Emission Reduction Credit Related (Special Rules apply. Certain records may need to be attached to purchasing/using Facility as well as creating facility. See also Facility Related)	Special rules apply. See protocol for ERCs.	N/A	N/A	N/A
Employee Medical/Exposure to toxic/harmful substances (NOT A PUBLIC RECORD . Includes OSHA injury reports. See also Personnel – Employee Records ¹⁵)	Length of Employment +30 years	GC 6254(c) 29 CFR 1910.1020 8 CCR 2304(d)(1)(A-B)	HR, Personnel Files	HR and AD
Employee Related Files (NOT A PUBLIC RECORD See Personnel – Attendance/Leave, Personnel – Employee Records; Personnel- Wages and Other Payments; Payroll)	N/A	N/A	HR Personnel Files Accufund	HR and AD

¹⁵ Includes all medical record pertaining to employees exposed to toxic substances or harmful physical agents. Does not include one-time first aid treatment on site by non-physician, minor injuries (burns, scratches, splinters etc.) that do not involve loss of consciousness, restriction of work/motion or transfer to another job. If employee involved is less than 1 year no need to retain records if records given to employee upon separation.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDAQMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Ethics Records (Includes filed Form 700's, Ethics training records per AB 1234 of 2006, Sexual harassment training per AB 1825)	Variable ¹⁶	GC 53235.2 GC 81009(e-g)	Disclosure Docs	E
Facility Related (Special rules may apply for ERC related documents. See Emissions Reduction Credits.)	2 years after expiration/cancellation of all permits held by Facility		2F	C and P
Financial Records (Anything else financially related not listed elsewhere. See also Accounting)	7 years ¹⁷		7Y	AD
Fixed Assets (Includes Inventories, purchase dates, costs, disposal of, bid sales, Vehicle ownership, Vehicle title etc.)	Audit +7 years ¹⁸	GC 34090 CCP 337 VC 9900 et. seq	4E	AD
Forms	Until superseded	N/A	Server	Creating Department
Gifts to District (See Agenda Related) ¹⁹	N/A	N/A	N/A	N/A
Grant Related (See also Accounting and Contracts) ²⁰	7 years after termination/completion ²⁰	CCP 337 CCP 337.2 CCP 343	7E	AD

¹⁶ These records are not kept in Questys but are found in Southtech systems Disclosure Docs program. Elected Officials & APCO Form 700 records are kept by FPPC. Employee Records are kept by District. AB1234 and AB1825 records are kept by District in the appropriate Personnel/Training files.

¹⁷ Statutory minimum = audit +2 or audit +4 years. Record period set to be consistent with other Financial information.

¹⁸ Statutory minimums shorter for purchase records and inventories. Vehicle title transfers upon sale. Longer period used to avoid confusion.

¹⁹ Gifts to agency require Governing Board approval. Records will be included under Agenda Related.

²⁰ Statutory minimum =4 years from completion. However, most contracts grant/pass through funds require longer retention. Retention period set to be consistent with other financial records. Grant program implementation documentations should be retained at least 7 years after last grant issued under program has been terminated/completed.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Insurance Related (Non-Personnel. Federal OSHA Forms, loss analysis, safety reports etc. which are NOT kept by carrier)	Current +7 Years ²¹	GC 34090 29 CFR 1904.44	7E	AD
Meeting Related (Brown act meetings, See Agenda Related)	N/A	N/A	N/A	N/A
Legal Opinions (NOT PUBLIC RECORD)	Superseded +2	GC 34090	ODC	ODC
Litigation – Enforcement Actions (See Facility Related)	N/A	N/A	N/A	N/A
Litigation – Other²²	Final Settlement/Adjudication +2 years	GC 34090	ODC 2E	ODC
Newsletters, Publications & Marketing materials (Dated promotional/SWAG not subject to retention)	2 years ²³	GC 34090	2Y	CRE
Notices (See Proof of Publication/Legal Notices)	N/A	N/A	N/A	N/A
OSHA – CAL and Federal (Personnel logs, filed records, annual summaries, injury reports etc)	5 years	LC 6410 8 CCR 14307	HR Personnel Files	HR and AD
Payroll Related (INCLUDES SOME NON-PUBLIC RECORDS. Consists of payment records, employee information, time cards, registers, Federal/State reports etc.)	Current +7 years ²⁴	GC 60201 CCP 337 29 CFR 516.5, 516.6(c) LC 1174 8 ccr 11000 et seq	Accufund Personnel Files	AD

²¹ Statutory minimums = 2 years for State required reports, 5 years for Federal Reports. Longer period used to conform with other Financial records.

²² Files may be retained by outside counsel.

²³ May want to retain longer for historical reference.

²⁴ Some statutory requirements less. Longest period used to avoid confusion.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Permit Billing Related (See Financial Records unless document in Facility Related file)	N/A	N/A	N/A	N/A
Personnel – EEOC/DFEH Compliance (Includes documents showing compliance with State and Federal equal employment requirements)	3 years	29 CFR 1602.30	3Y	HR
Personnel – Employee Benefit Plans & Programs (Includes final copies of plans such as: cafeteria, health insurance, COBRA, extension of benefits, insurance policies, EAP, Deferred compensation 457/401(a) etc.)	Life of plan +7 years after last employee covered by plan provisions separates ²⁵	29 USC 1027 29 CFR 1627.3(b)(2) GC 34090 GC 12946 28 CCR 1300.85.1 11 CCR 560	6E	HR and AD
Personnel – Employee Records (INCLUDES SOME NON-PUBLIC RECORD. Including but not limited to General personal information, Demographic information, Benefit Plan Selections, Employment Agreements, Applications, Verifications, Job description, Performance Evaluations, Physical Examination Results, Disciplinary actions, Separation/Termination Documents, training documentation, fingerprints, ID cards.)	3 years after separation/termination ²⁶	8 USC 1324a (b)(3) GC 12946 GC 6254(C) LC 1174 29 CFR 1627.3 2 CCR 7287(a), (c)(2)	HR Personnel Files	HR

²⁵ Statutory minimum = 2-6 years after plan expiration depending on plan. Longer period used to conform with other financial information.

²⁶ Statutory requirements range from a minimum of 2 years to 3 years after separation/termination. Since these records are all contained in the same file the longest term was used to avoid confusion. See also Employee Medical/Exposure to toxic/harmful substances for longer retention period.

EXHIBIT “A”
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Personnel – Labor Agreements (MOU, ECP etc, Also included negotiation related documents however such negotiation documents may be retained as non-public records in hard copy format.)	3 years after last employee covered by provisions separates .	29 CFR 516.5	3E	AD
Personnel – Organization (Includes but is not limited to officially published/released organizational charts, classification plan, wage rates etc.)	2 years ²⁷	GC 12946 GC 34090 29 CFR 516.6	2Y	AD
Personnel – Policies and Procedures (Including PPP, FMLA/CFRA policies etc)	3 years after last employee covered by provisions separates	29 CFR 516.6 29 CFR 1627.3(a)	3E	E
Personnel – Recruitment (<u>INCLUDES SOME NON-PUBLIC INFORMATION</u>). Includes but is not limited to: Recruitment lists, ethnicity disclosure, examination materials, answer sheets, job advertisement and announcements, applications of persons not hired, information regarding non-hire of applicant(s)	2 years after recruitment complete or list expires.	GC 34090 GC 12946 29 CFR 1602.31, 1627.2(b)(1)(i). 1627.3	HR	HR
Personnel – Wages and Other Payments (<u>INCLUDES SOME NON-PUBLIC</u> . See Payroll Related)	N/A	N/A	N/A	N/A

²⁷ Note that most of these items will be otherwise included as part of the Governing Board Agendas and thus will be retained for the life of the agency per Agenda Related category.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Plans & Plan Development Documents (Official Air Quality, Grant, and other plans/program documentation required by State or Federal Law – See Rule & Plan Development Related; Accounting and Contracts)	Variable ²⁸		Variable	Variable
Policies, Procedures and Standard Practices – Non-personnel	3 years after supersession ²⁹		3E	E
Press Releases	2 years ³⁰	GC 34090	2Y	CRE
Proof of Publication/Legal Notices (See underlying document type such as Rule Archive, Agenda Related, Facility File etc.)	N/A	N/A	N/A	N/A
Public Records Act Requests³¹ (Requests which are given a number per Standard Practice 4-12)	2 years	GC 34090	2Y	RM
Purchasing Related (See Accounting and Financial Related)	N/A	N/A	N/A	N/A
Recordings – For Preparation of Minutes	30 days after minutes approved by appropriate body	GC 34090 64 OAG 317	Server	E
Recordings – Other Events (considered duplicate if other record, minutes are kept)	90 days after event	GC 34090 GC 34090.7	Server	E

²⁸ Air Quality Rule and Plan Documents are permanent, Grant and other programs will depend on the underlying program but generally 7 years after expiration of the last project/grant under the program would be appropriate.

²⁹ Technically only 2 years but retained for longer to match personnel related policies/practices.

³⁰ May want to retain permanently for historical reference.

³¹ Numbers of records processed in a given year are retained longer for historical purposes.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

Record Type/Description	MDAQMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Recording – Routine Surveillance (Video of specific "incidents" segregated pursuant to direction.)	1 year unless claim or pending litigation involved.	GC 34090 GC 34090.6	Server	E
Records & Document Types not otherwise listed.	2 years		2Y	Creating Department
Records Management Disposition/Deletion Records (Records/spreadsheets indicating general description of documents and disposition/destruction date when the underlying document(s)/media have been dealt with)	Permanent	GC 34090	Server	RM
Real Property Related (Includes deeds, easements, leases etc See also Capital Improvements and Contracts – Real Property).	Permanent	GC 34090 GC 60201(d) CCP 337 CCP 337.2 CCP 343	I	AD
Rule & Plan Development Related	Permanent ³²	H&S 40725 et seq.	I	R
Tax Records-Federal/State (Includes 1096, 1099, W4 and W2, ³³ Reports, Filings etc.)	Current +7 ³⁴	26 CFR 31.6001.1-4 26 CFR 31.6001-1e 29 CFR 516.5-516.6 R&T 19530, 19704	7E	HR and AD
Tests and Reports – Facility Related (See Facility Related)	N/A	N/A	N/A	N/A

³² Statutory minimum = 2 years after rule/plan superseded for all purposes. Adoption documents on Governing Board agenda and retained under Agenda Related category. Longer period applied for historical and consistency purposes.

³³ These are often included in the Employee personnel file and thus are retained pursuant to that provision.

³⁴ Statutory minimum = Current +4 for employee related forms; 6 years for reports filed with State.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
 (Standard Practice 4-5)

Record Type/Description	MDA/QMD Official Document¹ Minimum Retention Period²	Citation³	Retention Code/ Location	Responsible Dept.
Unemployment Insurance Related (See Financial Records – Otherand Personnel)	N/A	N/A	N/A	N/A
Video Monitoring - Building Security Cameras	14 days unless an incident occurs. If incident occurs video will be downloaded and kept in a separate location. Retain for 2 years after incident closed.	N/A	2E	AD
Voice Mail (Only applies to Voice Mail required to be kept – most is draft or working and thus not required to be kept. Only applies to voice mail not related to another category. See also Facility Related; Rule Development Related, Correspondence, or other category with longer retention period.)	Transcribe to E-mail or save as audio file and retain per appropriate category.	N/A	N/A	N/A
Workers Compensation Files³⁵ (INCLUDES SOME NON-PUBLIC INFORMATION)	Settled/Closed +5 years	8 CCR 10102 8 CCR 15400.2	HR Personnel Files	HR

³⁵ Only if originals are not kept by risk management agency. Retention period set to be consistent with other financial records.

EXHIBIT "A"
Retention of Official Documents – Types & Codes¹
(Standard Practice 4-5)

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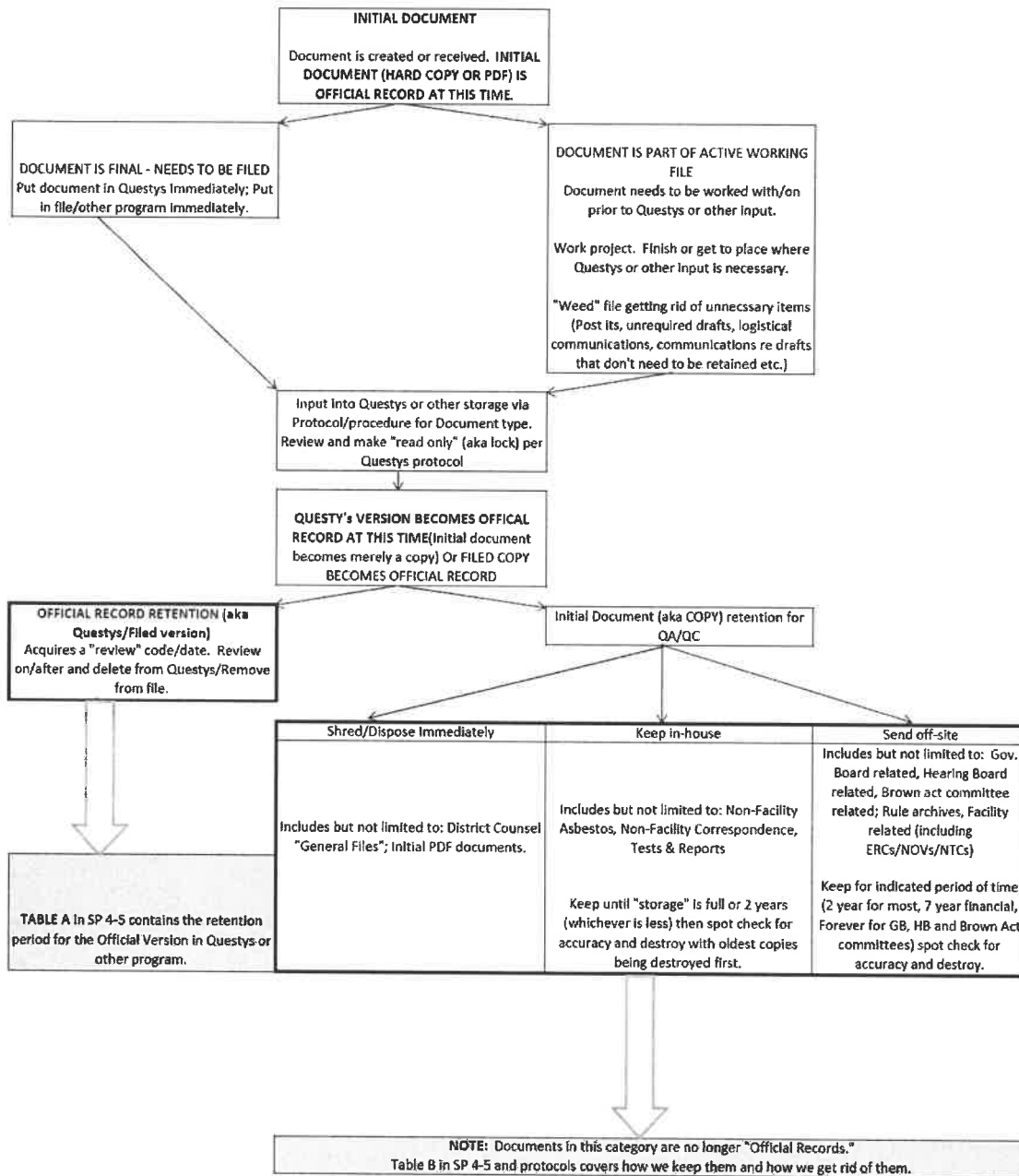
EXHIBIT “B”
Storage, QA/QC and Disposition of Copies
(Use When Official Document is stored electronically)
 (Standard Practice 4-5)

Type of Document	Holding Period for Copy	Disposition of Copy	Reference
Agenda & Meeting Related (Brown act meetings)	Permanent	Iron Mountain	Questys QA/QC Protocol
Air Monitoring/Air Quality Data (As stored in database, excluding physical samples)	After acceptance and QA/QC by CARB/EPA, then may be removed per normal database maintenance.	Archive/Purge from database.	
Contracts (fully executed)	Termination of contract +2 years then QA/QC and destroy. Current +7 years then may be removed per normal database maintenance.	Shred	Questys QA/QC Protocol
Documents/Records in Accufund (After export of “official” information to Questys)	Current +7 years then may be removed per normal database maintenance.	Archive/Purge from database.	26 CFR 1.6001 AICPA
Documents/Records in CAPS (After export of “official” to Questys)	After transfer to Questys, may be removed per normal database maintenance.	Archive/Purge from database	Operations Practice
Facility Related (Non test & Reports)	2 years then QA/QC and destroy.	Shred/Recycle May keep final Word versions on server for future use.	Questys QA/QC
Facility Related – Received in PDF and imported. (If created by us see Facility Related)	May be deleted after QA/QC and “lock.”	Delete PDF	Questys QA/QC Protocol
Facility Related – Tests and Reports	Hold “in house” until storage area is full. QA/QC “oldest files” then destroy	Shred after QA/QC	Questys QA/QC Protocol
Financial Records (after export of official information to Questys)	Current +7 years then may be removed per normal database maintenance.	Archive/Purge from database	26 CFR 1.6001 AICPA
Non-Facility NOV/NTC	Hold 2 years, QA/QC then destroy.	Shred after QA/QC	Questys QA/QC Protocol

EXHIBIT "B"
Storage, QA/QC and Disposition of Copies
(Use When Official Document is stored electronically)
 (Standard Practice 4-5)

Type of Document	Holding Period for Copy	Disposition of Copy	Reference
Non-Facility Related (Including correspondence, PERP, Asbestos notices)	Hold "in house" until storage area is full, QA/QC "oldest files" then destroy	Shred after QA/QC	Questys QA/QC Protocol
Official/Original document required by law to be kept by other agency	Hold "in house" until storage area is full, QA/QC "oldest files" then destroy.	Shred after QA/QC	Questys QA/QC Protocol
Payroll Related	Hold any "hard copies" in house for 2 years after scanning, QA/QC then destroy.	Shred after QA/QC	Admin Practice
Rule & Plan Development Related	Hold 2 years, QA/QC then destroy.	Recycle after QA/QC Keep Word versions of Board package on server for future use	Questys QA/QC Protocol
Office of District Counsel General Files	Lock files then destroy	Recycle	ODC direction

Records Retention Flow Chart



APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

The Mojave Desert Air Quality Management District (MDAQMD) implements a Residential/Commercial* Battery Powered Lawn & Garden Equipment Exchange Program (Program) for eligible residents/small business landscape professionals/public entities in the District's jurisdiction. The purpose of this Program is to incentivize and accelerate the replacement of combustion lawn & garden equipment with the latest cordless, zero-emission battery operated equipment. Through this program eligible contractors/manufacturers will provide select and eligible cordless, zero-emission equipment which includes chainsaws, trimmers, edgers, brushcutters, leaf blowers, vacuums, walk behind lawn mowers, ride-on or stand/sit mowers at an incentivized cost-effective rate to eligible residents/homeowners/businesses/public entities who reside in the MDAQMD's district. An example of an agreement between a contractor/manufacturer is provided at the end of this appendix. The MDAQMD has/will utilize Carl Moyer Program funds for this program. In addition, the MDAQMD Board has authorized additional \$150,000 toward this Program as part of the Mobile Source Emission Reduction Plan. Costs associated with marketing and promotions are allowable subject to prior approval by the MDAQMD. The Executive Director is authorized to perform administrative functions (i.e. enter into agreements) for the implementation of these programs.

The MDAQMD program tentatively starts April 1st of every year and runs until the program funds are exhausted.

Note, In accordance, with Chapter 9, Section B.(2), the MDAQMD will waive Section 5, Applicant Cost Share when funding small business applicants for commercial lawn & garden equipment as defined in the districts cost share section if funding is available

For the purpose of this program, small businesses/company are defined as:

Small business — an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees. Commencing January 1, 2019, the average annual gross receipts threshold shall be fifteen million dollars (\$15,000,000). Gov. Code § 14837(d)(1)(A)

Microbusiness — small business which, together with affiliates, has average annual gross receipts of two million five hundred thousand dollars (\$2,500,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 25 or fewer employees. Commencing January 1, 2019, the average annual gross receipts threshold shall be five million dollars (\$5,000,000). Gov. Code § 14837(d)(2)

Sole proprietorship — set up to allow an individual to own and operate a business. A sole proprietor has total control, receives all profits from and is responsible for taxes and liabilities of

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

the business. <https://www.sos.ca.gov/business-programs/business-entities/startingbusiness/types#sole>

CONTRACTOR shall perform the following tasks when participating in the program:

Task(s)

- 1.1 CONTRACTOR shall make the qualifying models of lawn & garden equipment available at CONTRACTOR's authorized dealers during normal business hours.
- 1.2 CONTRACTOR shall ensure that its dealers sell the qualifying models of lawn & garden equipment to eligible participants, together with equipment information, to participants who reside within the geographical boundaries of the MDAQMD.
- 1.3 CONTRACTOR shall furnish the MDAQMD names, addresses and contact information of all the participants, including the product type, make, model, serial numbers (where applicable) of both the "trade in" units and new battery powered operated replacements for all units exchanged. See Section 1.5 and 1.10 below for additional invoice procedures.
- 1.4 CONTRACTOR shall provide its limited warranty and aftermarket service for residential / homeowner use to purchasers against defects in materials or workmanship as defined by the terms and conditions listed in the product warranty for a three-year term. CONTRACTOR shall be solely responsible for any and all costs related to repair or replacement of the equipment pursuant to the warranty.
- 1.5 CONTRACTOR shall invoice, on a monthly basis, the MDAQMD for the actual number of units sold at its authorized dealers. The invoiced amount per unit shall not exceed the grant amount ("MDAQMD Cost") per unit. The total amount invoiced over the term of the contract to the MDAQMD shall not exceed the allocated amount. The invoice will include the appropriate documentation of the program participants (customers) per section 1.3 above and 1.10 below.
- 1.6 CONTRACTOR's limited warranty shall include the following:
 - A. Warrantor
 - B. Persons covered by the warranty.
 1. The original purchaser and or small business. C. Duties of the customers/small businesses.
 1. Use reasonable care in the maintenance, operation, and storage of the product as explained in the instruction manual. D. Duties of the Warrantor.
 1. Any defective product or component covered by this warranty will be repaired or replaced at the option of the warrantor, solely at Warrantor's expense through an authorized Dealer.
- 1.7 CONTRACTOR, through its Dealers, shall obtain all required permits from State and local authorities and comply with all applicable sales tax requirements.
- 1.8 CONTRACTOR, through its Dealers, and in conjunction with the MDAQMD will organize kick-off events to encourage participation in the program. Cost of advertising can be billed

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

to MDAQMD as part of the grant. Prior approval by the MDAQMD is required before the cost is committed or incurred.

- 1.9 CONTRACTOR, through its Dealers, shall obtain *gas equipment release* forms from the participants relinquishing all rights, ownership and interest from their gas equipment in exchange for discounted prices on new quieter, cordless, zero-emission battery-powered lawn tools.
- 1.10 CONTRACTOR, through its Dealers, shall verify and certified that all gasoline lawn & garden equipment has been destroyed and rendered inoperable as part of their monthly invoice.
- 1.11 CONTRACTOR, through its Dealers, shall verify and certified that small businesses applicants. If a business, the Contractor must ensure the business provide their (1) Official Business or Organization name that is concurrent with the business license or Employer Identification Number, (2) Address of the principal place of business, (3) Employer Identification Number or Personal or Business Identification Number (if applicable). Other methods to identify a small business (such as a sworn affidavit) may be considered on a case-by-case basis.
- 1.12 CONTRACTOR, through its Dealers will identify small businesses that may be eligible for co-funding. Small business are defined in accordance with Government Code Section 14837 (d) (1) (A) "Small business" means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees. Commencing January 1, 2019, the average annual gross receipts threshold shall be fifteen million dollars (\$15,000,000). Verification of small business status must be provided.
- 1.13 MDAQMD does not warrant or endorse the qualifying zero-emission lawn and garden equipment, including the batteries and chargers for any purpose, including materials, workmanship, merchantability or fitness for use.

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B
Residential/Commercial Lawn and Garden Equipment Replacement Program

MDAQMD and CONTRACTOR/MANUFACTURER Sample Agreement Month, Day, Year

1. PARTIES - The parties to this Contract are the Mojave Desert Air Quality Management District (referred to here as "MDAQMD") whose address is 14306 Park Avenue, Victorville, CA 92392 and CONTRACTOR/MANUFACTURER (referred to here as "CONTRACTOR") whose address is (ADDRESS of CONTRACTOR/MANUFACTURER).

2. RECITALS

- A. MDAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the Mojave Desert Air Quality Management District in the State of California. MDAQMD desires to contract with CONTRACTOR for the project described in Attachment 1 - Scope of Work, attached here and made a part here of.
- B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
- C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

3. PERFORMANCE REQUIREMENTS

- A. CONTRACTOR shall perform all tasks set forth in Attachment 1 Scope of Work, and, during the term of this Contract, shall not engage in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 Scope of Work.
- B. CONTRACTOR shall be responsible for exercising the degree of skill and care customarily required by accepted professional practices and procedures subject to MDAQMD's final approval which MDAQMD will not unreasonably withhold. Any costs incurred due to the failure to meet the foregoing standards, or otherwise defective services which require re-performance, as directed by MDAQMD, shall be the responsibility of CONTRACTOR. CONTRACTOR's failure to achieve the performance goals and objectives stated in Attachment 1- Scope of Work, is not a basis for requesting reperformance unless work conducted by CONTRACTOR is deemed by MDAQMD to have failed the foregoing standards of performance.
- C. CONTRACTOR shall require its subcontractors to abide by the requirements set forth in this Contract.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

4. TERM - The term of this agreement will be in effect one calendar year once all parties have signed; or until December 31st of the signing year. No work shall commence until this Contract is fully executed by all parties.

5. TERMINATION

- A. In the event any party fails to comply with any material term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Scope of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Section 10. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.
- B. Either the Contractor or the MDAQMD may terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by MDAQMD, discontinue any work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to MDAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any work already in progress and to dispose of any property as requested by MDAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under Section 5.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to MDAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR

6. INSURANCE

- A. In order to accomplish the indemnification herein provided for, CONTRACTOR shall procure and maintain, throughout the term of the Agreement replacement value insurance coverage to ensure complete repair or replacement in the event of major damage to the equipment. CONTRACTOR will also maintain insurance as required by law or regulation the following types of insurance as may apply to CONTRACTOR's operations and handling of the new equipment:
 - i. Workers' compensation insurance in amounts to satisfy applicable state laws; ii. Employer's liability insurance in the amount of \$1,000,000; iii. Automobile liability insurance in the amount of \$1,000,000 per occurrence; iv. General commercial liability insurance for bodily injury, death or loss of or damage to

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

property of third persons in the minimum amount of \$1,000,000 per occurrence and in the aggregate.

- B. Such insurance policies shall name MDAQMD, its officers, agents, employees, individually and collectively, as additional insured (except workers' compensation insurance), for purposes of the matter covered under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, agents, employees, individually and collectively. Such coverage for additional insured shall apply as primary insurance, and any other insurance maintained by MDAQMD, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any failure to comply with any of the provisions or policies including breach of warranties shall not affect coverage provided to the District, its officers, agents, employees, individually and collectively. CONTRACTOR will not cancel required insurance policies without thirty (30) day prior written notice.
- C. Prior to the commencement of performing its obligations under this Agreement, CONTRACTOR shall provide to MDAQMD appropriate certificates from its insurance carrier or carriers stating that such insurance coverages have been obtained and are in full force; that MDAQMD, its officers, agents and employees will not be responsible for any premiums on the policies; that such insurance names MDAQMD, its officers, agents, and employees, individually and collectively, as additional insureds and stating policy number, dates of expiration, limits of liability thereunder, and special endorsements (except workers' compensation insurance), for purposes of the matter covered under this Agreement; that such coverage for additional insured shall apply as primary insurance and any other insurance maintained by MDAQMD, its officer, agents, and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
- D. All insurance certificates must be sent to MDAQMD, by email to grants@mdaqmd.ca.gov or by mail to 14306 Park Avenue, Victorville, CA 92392.

7. INDEMNIFICATION

- A. CONTRACTOR agrees to hold harmless, defend and indemnify MDAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action judgments, attorney's fees, or any other expenses arising from or related to any third party claim against MDAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.
- B. CONTRACTOR agrees to hold harmless, defend and indemnify MDAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, demands, judgments, legal fees, or any other expenses incurred

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

or required to be paid by MDAQMD, its officers, employees, agents, representatives, and successors-in-interest arising from or related to any injury to persons or damage to property that is in any way attributable to eligible equipment as specified in Attachment 1, including, without limitation, its use, operation, sale or delivery.

- C. This Indemnification shall survive the expiration or termination (for any reason) of the Contract and shall remain in for the contract term.

8. RECORDS RETENTION ON-SITE INSPECTIONS AND AUDIT

- A. CONTRACTOR agrees to the following Records Retention Period: maintain records related to this Contract during the Contract term and continue to retain these records for a period of three years beyond the Contract term. CARB reserves the right, within its sole discretion, to extend this retention period beyond the three years on a case-by-case basis.
- B. MDAQMD, or its designee(s), shall have the right to conduct on-site inspections of the project and to audit records related to this Contract during the Records Retention Period. CONTRACTOR agrees to include a similar right for MDAQMD to conduct on-site inspections and audits in any related subcontract.
- C. If an amount is found to be inappropriately expended, MDAQMD may withhold payment, or seek reimbursement from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding or reimbursement shall not be construed as MDAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

9. PAYMENT TO CONTRACTOR

- A. MDAQMD shall pay CONTRACTOR the amounts indicated in Table 1 of Attachment 1 up to and not-to-exceed the maximum allowable grant amount.
- B. CONTRACTOR with written approval of the MDAQMD can submit invoices for advertising for an amount not to exceed one-thousand dollars (\$1,000). CONTRACTOR may request an additional amount in writing and will be subject to approval by the MDAMQD before any cost are incurred.
- C. Payment shall be made by MDAQMD to CONTRACTOR within thirty (30) days after approval by MDAQMD of an invoice prepared and furnished by CONTRACTOR Each invoice must be prepared in duplicate, on company letterhead, and submitted to: Mojave Desert Air Quality Management District, Attn: Grants Staff.
- D. MDAQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in MDAQMD's sole judgment.
- E. CONTRACTOR must disclose all other sources of funding that is applied to the invoices or equipment purchases if combining with Carl Moyer Funding.

10. PAYMENT TO GRANTEE

- A. MDAQMD shall pay GRANTEE the amounts indicated in Table 1 of Attachment 1 up to and not-to-exceed the maximum allowable grant amount.

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

- B. Payment shall be made by MDAQMD to GRANTEE within thirty (30) days after approval by MDAQMD of an invoice prepared and furnished by GRANTEE. Each invoice must be prepared in duplicate, on company letterhead, and submitted to: Mojave Desert Air Quality Management District, Attn: Grants Staff.
- C. MDAQMD reserves the right to disallow charges when the invoiced services are not performed satisfactorily in MDAQMD's sole judgment; or in accordance with payment procedure outline in XVII of the Carl Moyer Policies and Procedures.
- D. GRANTEE must disclose all other sources of funding that is applied to the invoices or equipment purchases if combining with Carl Moyer Funding.
- E. MDAQMD must disclose all other sources of funding that is applied to the invoices or equipment purchases if combining with Carl Moyer Funding.

11. NOTICES - The persons and their addresses having authority to give and receive notices under this agreement are as follows:

CONTRACTOR/MANUFACTURER	MDAQMD	MDAQMD
Name	Staff #1	Staff #2
Position	Position	Position
Address	14306 Park Avenue Victorville, CA 93535	14306 Park Avenue Victorville, CA 93535

Any and all notices to MDAQMD and CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered, or in lieu of such personal service, when actually received or when deposited in the United States mail, postage prepaid, addressed to such party.

12. INDEPENDENT CONTRACTOR - CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of MDAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by MDAQMD to its employees. MDAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure by

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements. CONTRACTOR shall promptly notify MDAQMD of any material changes to subcontracts that affect the Contract's scope of work, deliverable schedule, and/or payment/cost schedule.

13. PUBLICATION

- A. MDAQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from MDAQMD in connection with performance under this Contract.
- B. Information, data, documents, photographs or reports developed by CONTRACTOR for MDAQMD, pursuant to this Contract, shall be part of MDAQMD's public record unless otherwise indicated. Contract.
- C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.
- D. CONTRACTOR shall have the right of prior written approval for any document or media, which shall be disseminated to the public by MDAQMD in which MDAQMD obtained and is utilizing images of products with the CONTRACTOR/MANUFACTURER logo. For written approval contact (CONTRACTOR/MANUFACTURER). CONTRACTOR/MANUFACTURER will have ten days to provide written approval from the date of MDAQMD's request. If no response is received the District will have the discretion to use CONTRACTOR/MANUFACTURER branding or leave it out altogether. Likewise, MDAQMD will have ten days to provide written approval if CONTRACTOR requests to use the MDAQMD logo and associated branding for in-store materials such as posters, direct mailers, product hang tags etc. If no response is received CONTRACTOR will have discretion to use MDAQMD logo or leave it out altogether. Request must be made to (Communications Staff and Supervisor) CONTRACTOR and MDAQMD shall inform its officers, employees, and subcontractors involved with the development of any material that this is a requirement, and compliance is appreciated.

13. NON-DISCRIMINATION In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability, and where applicable shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964

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APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

(PL. 88-352) and all amendments thereto, Executive Order No. 1 1246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

14. NON-DISCRIMINATION District-The Mojave Desert Air Quality Management District (MDAQMD) does not discriminate on the basis of race, national origin, ethnic group identification, ancestry, religion, age, sex, sexual orientation, gender identity, gender expression, color, genetic information, medical condition, or mental or physical disability, or any other attribute or belief protected by law in administration of its programs or activities, and MDAQMD does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in action protected by or oppose actions prohibited by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

15. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

16. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.

17. FORCE MAJEURE - Neither MDAQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of MDAQMD or CONTRACTOR.

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

19. HEADINGS- Headings on the Sections of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

20. DUPLICATE EXECUTION This Contract may be executed in duplicate. Each signed copy shall have the force and effect of an original.

21. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

California. Venue for resolution of any disputes under this Contract shall be in San Bernardino County, California.

22. CITIZENSHIP AND ALIEN STATUS

A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603).

B. CONTRACTOR shall indemnify, defend, and hold harmless MDAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or MDAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

23. SUBCONTRACTOR APPROVAL - If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from MDAQMD's Executive Director or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Director or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from MDAQMD.

24. POLITICAL ACTIVITY PROHIBITED - None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

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

26. CONFLICT OF INTEREST- No officer, employee or agent of MDAQMD who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. CONTRACTOR shall comply with all federal, state and local conflict of interest laws, statutes, and regulations.

27. TIME IS OF ESSENCE: Time is of the essence in completion of the services in this Agreement.

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

28. BENEFITS TO PARTES: Nothing contained in this Agreement will be construed to give any rights or benefits to any person other than the Parties, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and not for the benefit of any other person.
29. CHANGES IN SCOPE OF WORK: Changes or amendments to the Project application as it exists at the time the Governing Board makes the grant award and/or Scope of Work contained in this Agreement, including any increase or decrease in the amount of program funds awarded, and changes in the terms of this Agreement, shall be mutually agreed upon in writing by and between MDAQMD and Grantee, and shall only be effective by duly-executed written amendments to this Agreement.
30. ECONOMIC SANCTIONS: GRANTEE agrees to comply with existing economic sanctions imposed by the U.S. Government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.
31. RIGHTS TO EMISSION REDUCTIONS: Projects funded via the Carl Moyer Program cannot generate Emission Reduction Credits (ERCs) pursuant to MDAQMD Regulation XIV or be used for offsets pursuant to Regulation XIII. In addition, average banking and trading credits cannot be claimed.
32. CAPTIONS: The paragraph captions of this Agreement shall have no effect on its interpretations.
33. ENTIRE AGREEMENT: This Agreement, together with the Project application and Exhibit(s) A, Constitutes the entire Agreement between the Parties and will supersede all prior written or oral understandings. This Agreement and its Exhibits may only be amended, supplemented, modified or canceled by a duly-executed written instrument signed by the Parties.

APPENDIX B
Residential/Commercial Lawn and Garden Equipment Replacement Program

MOJAVE DESERT AIR QUALITY
MANAGEMENT DISTRICT

CONTRACTOR/MANUFACTURER Inc.

Name

Executive Director

Name

Position

Dated:

Dated:

Approved as to legal form:

Name

Legal Counsel

Dated:

END OF CONTRACT

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B
Residential/Commercial Lawn and Garden Equipment Replacement Program

SAMPLE SCOPE OF WORK CONTRACTOR/MANUFACTURER Month, Day, Year

The Mojave Desert Air Quality Management District (MDAQMD) implements a Residential/Commercial Battery Powered Lawn & Garden Equipment Exchange Program (Program) for eligible residents/small business landscape professionals in the District’s jurisdiction. The purpose of this Program is to incentivize and accelerate the replacement of combustion lawn & garden equipment with the latest cordless, zero-emission battery operated equipment. Through this program eligible contractors/manufacturers will provide select and eligible cordless, zero-emission equipment which includes chainsaws, trimmers, edgers, brushcutters, leaf blowers, vacuums, walk behind lawn mowers, ride-on or stand/sit mowers at an incentivize cost-effective rate to eligible residents/homeowners/businesses who reside in the MDAQMD jurisdiction.

Program qualifying models of new CONTRACTOR/MANUFACTURER branded chainsaws, trimmers, edgers, brushcutters, leaf blowers, vacuums, walk behind lawn mowers, ride-on or stand/sit mowers lawn & garden equipment are listed in Table 1. Customers will be able to purchase directly from the CONTRACTOR’s authorized dealers listed on Table 2.

Residents/small business landscape professionals qualify for an incentivize rates to exchange their combustion powered equipment for an equivalent cordless, zero-emission replacement. Table 3 provides summary of support services.

Table 1

Qualified Battery Powered Lawn & Garden Equipment Maximum Eligible Funding Amounts

<u>Equipment</u>	<u>Residential Grant Amount</u>	<u>Commercial Grant Amount</u>	<u>Applicant Cost Share*</u>
Chainsaws/Trimmers/Edgers/Brushcutters	\$300	\$700	TBD
Leaf blowers/Vacuums	\$200	\$1,400	TBD
Walk Behind Lawn Mowers	\$330	\$1,500	TBD
Ride-on or Stand/Sit Mowers	\$2,000	\$15,000	TBD

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

*Applicant cost share must also comply with Moyer cost share requirements and applicable sales tax.

The MDAQMD will utilize Carl Moyer Program funds in the amount of (\$insert amount) for this program. In addition, the MDAQMD Board has authorized additional \$150,000 toward this Program as part of our Mobile Source Emission Reduction Plan. Costs associated with marketing and promotions are allowable subject to prior approval by the MDAQMD.

The MDAQMD program tentatively starts April 1st of every year and runs until the program funds are exhausted.

CONTRACTOR shall perform the following tasks:

Task 1

- 1.1 CONTRACTOR shall make the qualifying models of lawn & garden equipment available at CONTRACTOR's authorized dealers during normal business hours.
- 1.2 CONTRACTOR shall ensure that its dealers sell the qualifying models of lawn & garden equipment to eligible participants, together with equipment information, to participants who reside within the geographical boundaries of the MDAQMD.
- 1.3 CONTRACTOR shall furnish the MDAQMD names, addresses and contact information of all the participants, including the product type, make, model, serial numbers (where applicable) of both the "trade in" units and new battery powered operated replacements for all units exchanged. See Section 1.5 and 1.10 below for additional invoice procedures.
- 1.4 CONTRACTOR shall provide its limited warranty and aftermarket service for residential / homeowner use to purchasers against defects in materials or workmanship as defined by the terms and conditions listed in the product warranty for a three-year term. CONTRACTOR shall be solely responsible for any and all costs related to repair or replacement of the equipment pursuant to the warranty.
- 1.5 CONTRACTOR shall invoice, on a monthly basis, the MDAQMD for the actual number of units sold at its authorized dealers. The invoiced amount per unit shall not exceed the grant amount ("MDAQMD Cost") per unit. The total amount invoiced over the term of the contract to the MDAQMD shall not exceed the allocated amount. The invoice will include the appropriate documentation of the program participants (customers) per section 1.3 above and 1.10 below.
- 1.6 CONTRACTOR's limited warranty shall include the following:
 - A. Warrantor
 - B. Persons covered by the warranty.
 1. The original purchaser and or small business.

*Commercial applicants must complete a District Commercial Application which is attached at the end.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

C. Duties of the customers/small businesses.

1. Use reasonable care in the maintenance, operation, and storage of the product as explained in the instruction manual.

D. Duties of the Warrantor.

1. Any defective product or component covered by this warranty will be repaired or replaced at the option of the warrantor, solely at Warrantor's expense through an authorized Dealer.

- 1.7 CONTRACTOR, through its Dealers, shall obtain all required permits from State and local authorities and comply with all applicable sales tax requirements.
- 1.8 CONTRACTOR, through its Dealers, and in conjunction with the MDAQMD will organize kick-off events to encourage participation in the program. Cost of advertising can be billed to MDAQMD as part of the grant. Prior approval by the MDAQMD is required before the cost is committed or incurred.
- 1.9 CONTRACTOR, through its Dealers, shall obtain *gas equipment release* forms from the participants relinquishing all rights, ownership and interest from their gas equipment in exchange for discounted prices on new quieter, cordless, zero-emission battery-powered lawn tools.
- 1.10 CONTRACTOR, through its Dealers, shall verify and certified that all gasoline lawn & garden equipment has been destroyed and rendered inoperable as part of their monthly invoice.
- 1.11 CONTRACTOR, through its Dealers, shall verify and certified that small businesses applicants. If a business, the Contractor must ensure the business provide their (1) Official Business or Organization name that is concurrent with the business license or Employer Identification Number, (2) Address of the principal place of business, (3) Employer Identification Number or Personal or Business Identification Number (if applicable). Other methods to identify a small business (such as a sworn affidavit) may be considered on a case-by-case basis.
- 1.12 CONTRACTOR, through its Dealers will identify small businesses that may be eligible for co-funding. Small business are defined in accordance with Government Code Section 14837 (d) (1) (A) "Small business" means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees. Commencing January 1, 2019, the average annual gross receipts threshold shall be fifteen million dollars (\$15,000,000). Verification of small business status must be provided.
- 1.13 CONTRACTOR, must have a valid Employer Identification Number and California Business license for a minimum of the last two years.

APPENDIX B

Residential/Commercial Lawn and Garden Equipment Replacement Program

1.14 MDAQMD does not warrant or endorse the qualifying zero-emission lawn and garden equipment, including the batteries and chargers for any purpose, including materials, workmanship, merchantability or fitness for use.

Table 2

Authorized Dealers

	City/Town	Dealership	Address	Zip Code
1	Anytown	Anytown Dealership	1234 Mojave Way	xxxxx
2				
3				
4				
5				
6				
7				

Table 3

DETAILED SUMMARY OF SUPPORT SERVICES

	ACTIVITY
1	Assist with the design, development, and printing of advertising that can be displayed in a participating dealer’s storefront**.
2	Electronically record all trade-in product and the product registration for new equipment and furnish that information to the MDAQMD.
3	Provide a pre-registration option for residents interested in participating in the one-day event in Barstow.

** Other than the previously agreed upon deliverables (i.e. in-store posters, etc.) the MDAQMD will be responsible for advertising and marketing the residential/homeowner battery powered lawn & garden equipment exchange program. The MDAQMD will not use the CONTRACTOR/MANUFACTURER logo without prior approval. Likewise, CONTRACTOR/MANUFACTURER will not run advertising without prior MDAQMD approval.

*Commercial applicants must complete a District Commercial Application which is attached at the end.

CRRGP F I Z ' E

Project #:	
Applicant:	
Assigned P.O.:	
Infrastructure Type	

Infrastructure Project Scoring Details

Criteria #	Criteria	Criteria Percentage Weight	Sub-Criterias	Max. Possible Points	Staff Scoring
1	Project Location	8%	A. Project Location	8	0
			Located in AB 1550 (low-income communities) or SB 535 (disadvantaged communities)	8 Note: the scoring system operates on a binary scale, with options of either 0 points or 8 points.	
2	Accessible for heavy-duty Truck Parking Facilities	18%	A. Applicants of heavy-duty Truck Parking Facilities	18	0
			Provide communal charging opportunities (e.g., truck yards, truck depots, truck stops, etc.)	18 Note: the scoring system operates on a binary scale, with options of either 0 points or 18 points.	
3	On-site power generated system	8%	A. Projects with renewable Solar/Wind Power Systems	8	0
			At least 50% of the total annual energy provided to covered sources by the project must be generated from solar/wind.	8 Note: the scoring system operates on a binary scale, with options of either 0 points or 8 points.	
4	Project Co-Funding	5%	A. Co-Funding (Total project funding provide by Non-MDAQMD Funding Sources)	5	0
			0% to 20%	1	
			21% to 40%	2	
			41% to 60 %	3	
			61% to 80%	4	
			Greater than 81%	5	
5	Local Needs	20%	B. Will Serve MDAQMD's Infrastructure Needs	20	0
			For primarily HHD vehicles(Class 8)	10	
			For non on-road equipment or MHD vehicles (Class 4-7)	5	
			For light duty vehicles/equipment	5	
6	Project Readiness and Implementation	18%	A. Project Implementation (Time needed for project completion from Execution of Grant Agreement)	10	0
			Operational within 12 months	10	
			Operational in 24 months	7	
			Operational in 36 months	4	
			More than 36 months	2	
			B. Project Readiness	8	0
			Demonstrates project feasibility and added benefits in line with District goals.	8 Note: the scoring system operates on a binary scale, with options of either 0 points or 8 points.	
7	First time applicant	5%	A. Application and Project Completeness (As submitted)	5	0
			Based on the completeness of the application as it is first submitted.	5 Note: the scoring system operates on a binary scale, with options of either 0 points or 5 points.	
8	Publicly Accessible	18%	A. Open to General Public	18	0
			An infrastructure project that is available to provide fuel or energy to all members of the general public with no physical access restrictions and no necessity to enter into a contract or sign release of liability.	18 Note: the scoring system operates on a binary scale, with options of either 0 points or 18 points.	
Total:		100%	Total:	100	0
Comments (Please enter anything else you believe should be factored in):					

APPENDIX D
Voucher Incentive Program (VIP)

1. PROGRAM APPROVAL

The Mojave Desert Air Quality Management District Governing Board on March 27, 2023 authorized the District's participation, application, contract negotiation, acceptance and encumbrance of Year 25 Carl Moyer State Reserve grant funds. The State Reserve funds for Year 25 are to be used to implement the VIP. The Governing Board also approved a resolution to continue to participate in Carl Moyer State Reserve Funds until 2027.

2. SELECTION OF DEALERSHIP AND DISMANTLERS

The District will attempt to leverage and enter into agreements with prior dealership/dismantlers who have participated in the VIP programs with other air districts. The purpose of this approach is that said dealerships/dismantlers will have prior experience with the program and processes. Hence, improving and expediting the implementation of the program. As a priority, the District will attempt to contract with dealerships/dismantlers located within our jurisdiction when possible.

At any point during the implementation of the program a dealership/dismantler can request to participate. The District will ensure participating dealerships, dismantlers, and/or authorized third-party contractors meet all VIP requirements. Air districts must receive all requested documents from the dealership/dismantler prior to signing an agreement when possible. If the documents are not in file the District reserves the right to not process any applications/paperwork from dealership/dismantlers until the appropriate documentation is received.

Lastly, prior to the start of the VIP program, the District will conduct a virtual training for dealerships and dismantlers. Dealerships/dismantlers will be required to attend the live training and/or view a recording of the training video prior to participating in the program. Dealerships/dismantlers are encouraged to contact the District for any questions.

3. PAYMENT PROCESS

A goal of the program is to ensure payment can occur when the existing vehicle is turned into the dealership and the replacement vehicle is ready for purchase. The District shall work towards achieving this goal and will notify the dealership of any delays in issuing payment. Any delays or missing documentation can result in delay of payments. The District reserves the flexibility to reimburse and issue payments to the dealership via these two options: (1) start the disbursement process as soon as they receive a reimbursement Invoice, or (2) start the disbursement process and issue a check within ten business days of receiving a completed Reimbursement Package. Depending on the circumstance, the District will alternate between options 1 or 2. The flexibility will allow the District to make payments expeditiously to the dealership when all documentation and program requirements have been met.

APPENDIX D
Voucher Incentive Program (VIP)

4. DOCUMENTATION

Paperless System for Record Keeping- The District now maintains electronic records for incentives/grants. The District maintains project and grant folders. Grant folders, contain electronic versions of agreements and exhibits with CARB on incentive funding(s). The project folder contains all documentation required by the incentive program's guidelines. Furthermore, the records are stored on an internal server and backed-up on a regular basis in accordance with the District's IT back-up policy. The District will follow the same paperless system for record keeping as it pertains to the VIP program guidelines. The VIP project folder will contain all the documentation required as stated in the guidelines.

5. AUDITS

The District has entered into a contractual agreement with the participating dealers and dismantlers. The dealers/dismantlers are responsible for conducting the required inspections (inspection, post-inspection, pre-dismantle) but the District will conduct the dismantle inspection. As the District is not completing all of the inspections, the District will audit five percent of each type of inspection (pre, post, pre-dismantle). Audits will be done randomly and occur throughout the implementation timeline of the program. The District will follow the audit requirements established in Table 1 of the VIP Guidelines.

6. DEALER AND DISMANTLER TRAINING

The Districts is responsible for dealer/dismantler training, including updating the training whenever substantive changes are made to the VIP Program and/or this supplemental guidance document.

Prior to the start of the VIP program, the District will conduct a virtual training for dealerships and dismantlers. Dealerships/dismantlers will be required to attend the live training and/or view a recording of the training video prior to participating in the program. If a participating dealer/dismantler cannot make a live training event they will be required to view the training video and send an email to the District of their staff who viewed the training and the date it was viewed. The email will then be put into the project files. A video of the training will be made available on the District's VIP webpage for reference. The live trainings registrations and the email will ensure that at least one representative from each participating dealership/dismantler is trained on the terms, conditions, and requirements of the VIP.

7. OUTREACH

The VIP is a streamlined approach to reduce emissions by replacing old, high-polluting vehicles with newer, zero-emission vehicles. This program is limited to owners/operators with fleets of 10 or fewer vehicles that have been operating at least 75% (mileage-based) in California during the previous 24 months. The goal of this program is to reduce emissions from in-use heavy-duty trucks in small fleets by replacing Engine Model Years 2018 and older with zero-emissions compliant models. Outreach for the VIP program will

APPENDIX D

Voucher Incentive Program (VIP)

be consistent with *Section VIII. Program Outreach* of the District's Carl Moyer Program Policies and Procedures Program as applicable. The District will also post about the program on our social media platforms, create a brochure and maintain a VIP webpage.

The following page(s) contain the backup material for Agenda Item: 1) Authorize staff to locate and purchase land, for use as additional District parking, storage, and future expansion in an amount not to exceed \$500,000 including all associated costs; 2) authorize staff to locate land in proximity to the District facility, negotiate price, time frames, and technical details of the purchase with the seller, or seller's representative; 3) authorize the Executive Director to execute the required documents, approved as to legal form, and; 4) to retain a real estate agent, as necessary, to facilitate the purchase. Presenter: Brad Poiriez, Executive Director - APCO.

Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #6

DATE: August 26 2024

RECOMMENDATION: 1) Authorize staff to locate and purchase land, for use as additional District parking, storage, and future expansion in an amount not to exceed \$500,000 including all associated costs; 2) authorize staff to locate land in proximity to the District facility, negotiate price, time frames, and technical details of the purchase with the seller, or seller's representative; 3) authorize the Executive Director to execute the required documents, approved as to legal form, and; 4) to retain a real estate agent, as necessary, to facilitate the purchase.

SUMMARY: This item authorizes the Executive Director to locate and purchase land, negotiate an amount not to exceed \$500,000 including all associated costs, and execute the required documents, approved as to legal form.

BACKGROUND: The District facility at 14306 Park Avenue in Victorville was completed and occupied on January 3, 2000. It was remodeled in 2009 with regular repairs over the last 14 years. Ongoing attention to routine maintenance has helped to keep the facility in very good condition. However, large scale maintenance items needed attention and required expertise not currently required or present among District staff. In 2019, the Governing Board authorized the Executive Director to enter into an agreement with a firm that specializes in construction management services to deliver a 5 year Capital Improvement Plan (CIP).

The 5 year CIP included detail analysis of existing facility conditions and deficiencies with recommendations for repairs, maintenance, security enhancements, and future improvements. In response to the CIP, the District began addressing recommendations to its electrical system, air conditioners, security, bathrooms, and solar equipment, as necessary. The District's fencing project, which addresses security issues related to the District's fleet, was completed during FY24. The project resulted in the loss of four parking spaces from the North parking lot. Public access to our EV chargers from the North Parking was also removed. Relocation of the District's solar equipment is expected to result in the loss of additional parking spaces from both the North and South parking lots. Additional improvements, as recommended in the CIP, requires the purchase of land for use as additional District parking, storage, and to address future expansion.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #6

PAGE 2

REASON FOR RECOMMENDATION: Governing Board authorization is needed to enter into a contract exceeding \$50,000.

REVIEW BY OTHERS: This item was reviewed by Brad Poiriez, Executive Director, on or about August 7, 2024.

FINANCIAL DATA: Sufficient funds are available with no increase in appropriation anticipated.

PRESENTER: Brad Poiriez, Executive Director – APCO.



\$125,000
Land
0 Cajon 0396-
154-07 Avenue
Victorville, CA
92392
0.57 acres
MLS
#HD24093177



\$215,000
Land
0 Sage Street
Victorville, CA 92392
0.56 acres
MLS #HD24040608



\$190,000
Land
0 Amargosa
Road
Victorville, CA
92392
0.46 acres
MLS
#IV24011746



\$215,000

Land

14195 McArt Road
Victorville, CA

92392

1.10 acres

MLS

#HD23178305

Recently Sold



\$130,500

Land

0 Cajon Avenue
Victorville, CA 92392

0.23 acres

MLS #OC23162767

Recently Sold



\$260,000

Land

0 Palmdale Road
Victorville, CA

92392

1.09 acres

MLS

#CV23035846

Recently Sold



Capital Improvement Plan

December, 2019





MDAQMD CAPITAL PLAN RECOMMENDATIONS

Table of Contents

Introduction..... 2

Approach 2

- Approach..... 2
- Capital Planning Roadmap..... 3
- Prioritization Methodology..... 3
- Prioritization Process Flow..... 5
- Scoring Criteria Definitions..... 5
- Category Scoring Matrix..... 6

Capital Plan Development and Recommendations 7

- FCA Scoring..... 10
- Scoring of all elements against all categories..... 13
- Program Summaries..... 16
- Capital Planning Timeline..... 19

Program Summaries and Recommendations 20

- Program 1: Site Improvements..... 20
- Program 2: Roof Repair/Reseal and HVAC Units..... 22
- Program 3 (Future): ADA, HVAC zones, LED, Plumbing and General Enhancements 24
- Next Steps..... 25

Appendix..... 26

- MEP Report: AlfaTech 26
- Roof Report: BF Roofing 38
- CASp Report : MOA 40
- Capital Plan Summary Table..... 70
- Program Summaries with Budget Costs..... 71



MDAQMD CAPITAL PLAN RECOMMENDATIONS

The MDAQMD is an independently governed special district which was formed July 1, 1993, pursuant to the provisions §§41200 et seq. of the Health and Safety Code of California. The District is empowered to maintain a program of air quality management for stationary sources of air contaminants under the provisions of Division 26 of the California Health and Safety Code. The District has jurisdiction over the desert portion of San Bernardino County and the northeast portion of Riverside County (Palo Verde Valley including the City of Blythe). Stretched out over almost 20,000 square miles of California's vast desert expanse, the MDAQMD is geographically the second largest of the state's 35 Air Districts. As the air pollution control agency for San Bernardino County's High Desert and Riverside County's Palo Verde Valley, the MDAQMD has primary responsibility for controlling emissions from stationary sources of air

Introduction

The building housing MDAQMD is located in Victorville, California. The facility was completed in 2000, remodeled in 2009 with only minor improvements and repairs in the last ten years. At twenty years old, the roof and building systems have significant deficiencies and the District is experiencing increasing episodes of failures and emergency repairs. Additionally, the District has prioritized improvements to the site and building security. In March, 2019, MDAQMD issued a request for proposal for construction and project management to evaluate the existing conditions and develop recommendations for a multi-year Capital Improvement plan.

The Prioritized Capital Plan recommendations detail Mojave Desert Air Quality Management District (MDAQMD) current understanding of the projected 5-year capital improvement plan to support the District's operation and mission into the future. Developing and executing on a Capital Plan will yield multiple benefits to the District, some of which are listed below:

- Planned investments promote Real Estate Portfolio Health
- Multi-year Investment Roadmap
- Prioritize Project/Programs and Spending
- Stewardship of Public Funds
- Plan for Cash Flow
- Accountability and Reporting

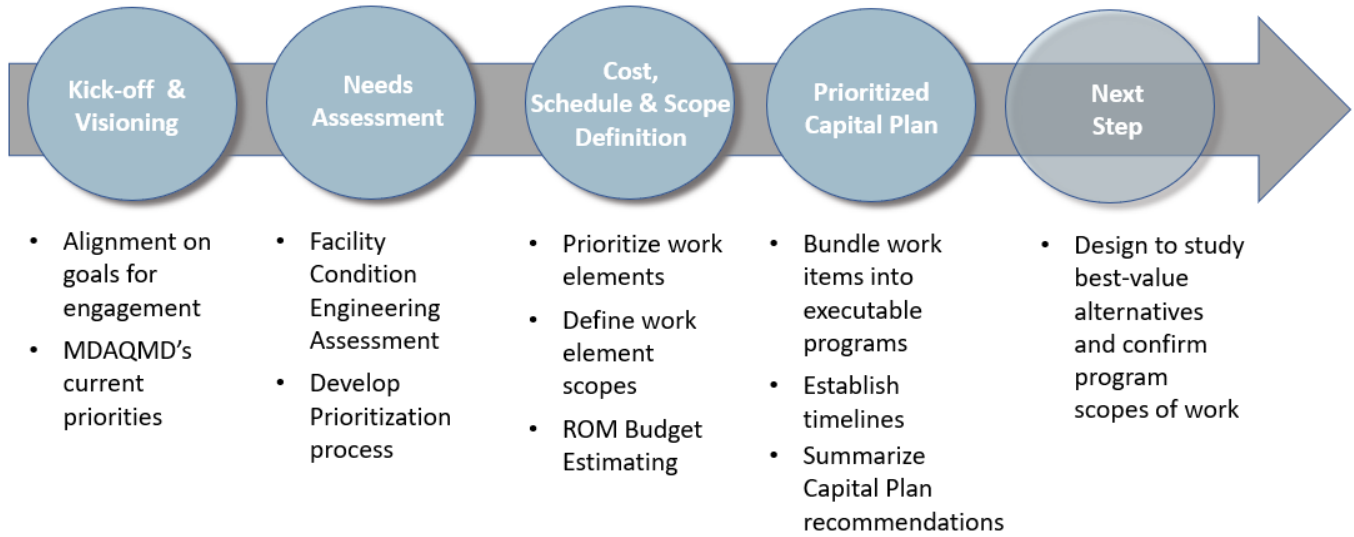
Approach

Roebbelen's approach to Capital Planning includes robust data gathering and analysis that combine a multi-discipline engineering review of the existing facility conditions along with evaluation of investment opportunities which will enhance and maintain the real estate asset. The results are recommendations for a prioritized Capital Plan of executable programs along with rough order-of-magnitude budget estimates and high-level timelines.



MDAQMD CAPITAL PLAN RECOMMENDATIONS

Capital Planning Roadmap



Prioritization Methodology

Two types of work elements were considered and prioritized; existing facility conditions deficiencies and opportunities for asset enhancement investments.

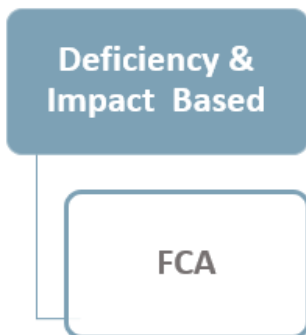


MDAQMD CAPITAL PLAN RECOMMENDATIONS



- Fencing
- Additional EV Chargers
- Sunshades
- Landscaping
- Access Control
- Exterior Lighting
- Patio Enhancements

Deficiency based investment recommendations were identified and assessed through the Facility Condition Assessment (FCA) study and report. FCA was a multi-disciplined engineering study based on a visual inspection of the existing conditions of building equipment, systems and accessibility. Consultants included; Architect for an accessibility study (MOA), Roofing Contractor (RF Roofing) for roof inspection report and Mechanical, Electrical, Plumbing and Fire Protection Engineers (AlfaTech) to provide building system’ assessment. Engineering Reports can be found in the Appendix.



- Accessibility
- Sitework
- Roof
- Mechanical
- Electrical
- Plumbing
- Fire Protection
- Existing Roof Solar Array

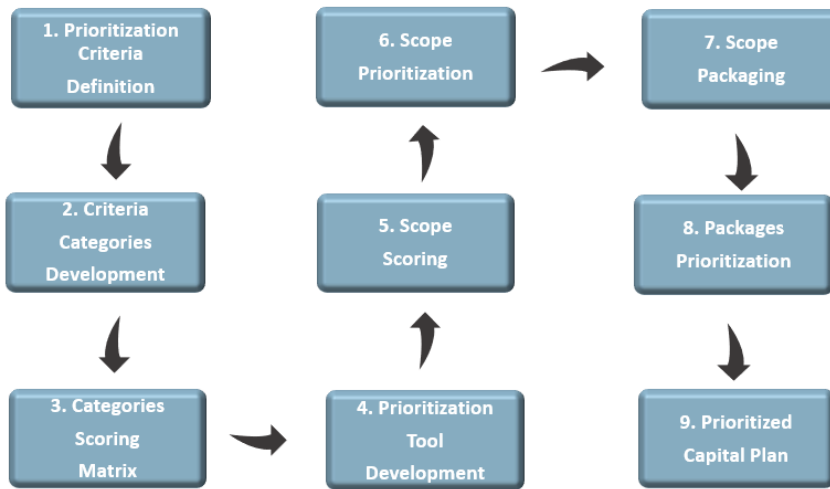
Opportunity Based investment recommendations were primarily identified by MDAQMD as enhancements that will improve function and security of the building and increase the asset value. These items were scored against the same criteria as the FCA items; potential for grant funding (energy efficiency projects), financial benefit in terms of quick payback and/or avoided operational costs, prioritized by the District and ease of implementation (where projects that are least disruptive and easiest to implement are scored in the highest category)

Prioritization Methodology

There are many considerations to be vetted, from actual conditions requiring urgent attention to potential business disruption, benefits achieved, availability of funding, etc. A quantitative approach was established to score each work element against multiple factors in order to rationalize the determination of priorities. This technique is intended to yield a balanced impartial priority ranking of the work elements.



MDAQMD CAPITAL PLAN RECOMMENDATIONS



Prioritization Process Flow

Scoring Techniques were established for five categories; FCA, potential for grant funding, financial benefit (potential payback and/or avoided operational costs), client identified opportunity investment and ease of implementation.

Once the work elements are prioritized, they are bundled into separate programs to include considerations of constructability, grouping similar work and minimizing disruption.

Category Scoring Matrix: See page 6

FCA Scoring: See pages 10-12

Scoring of all elements against all categories: See pages 13-15

Scope Packaging (Programs): See pages 16-18

Capital Plan Timeline: See page 19

Scoring Criteria Definitions

FCA—The highest number of points achievable for this category is 40 points. Facility Conditions achieve a weighted score by multiplying the *severity* by a *classification factor*.

- Severity scores range between 1 and 4 as follows: 1= Good or Excellent Condition, 2=Adequate Condition, 3=Intermittent issues/deferred maintenance and 4=Out of service or significant risk of operations disruption.
- Classification Factors (multipliers) are: 1=No Action required, 2=Discretionary Enhancements, 5=Energy Enhancements and 10=Safety, Security or Code Issues.

FCA Scoring for the combined scoring of all elements against all categories

Low FCA=1 to 5 points

Medium FCA = 6 to 20 points

High FCA =21 to 40 points

- Example: A work element that is rated Adequate would score 2 for severity. If that element was determined to provide energy enhancements, it would score 5 for the Classification factor and the weighted score for the element would be 10 points. Hence, this item would be rated as “Medium FCA”

Grant Funding—The highest number of points achievable for this category is 15 points. If an element has the potential to receive grant funding, it is scored 15 points in this category. If the item is not a candidate for grant funding, it is scored 0 points in this category.

Financial Benefit—The highest number of points achievable for this category is 15 points. Financial benefit is the potential for rapid payback on the investment and/or significant avoided operational costs. Low benefits with long (or no) potential for payback receive 0 points. Moderate payback (between 5-15 years) and some degree of



MDAQMD CAPITAL PLAN RECOMMENDATIONS

avoided cost will receive 10 points. Elements with short payback and high potential for avoided cost will receive 15 points.

Client Identified Investments—The highest number of points achievable for this category is 20 points. Client identified investment opportunities are scored the full 20 points if they are high on the client’s priority list and have highest potential of improved employee satisfaction. Medium priority items are scored at 10 points. These elements were included in the CM RFP though not prioritized as “high” in the kick-off/visioning session. Low priority elements are scored at 5 points. These have lowest impact on employee satisfaction.

Ease of Implementation-- The highest number of points achievable for this category is 10 points. Items easy to achieve, with low potential for disruption and the least degree of cross trade dependencies are scored with 10 points. Highly disruptive or complex items will only score 5 points and moderately disruptive/moderately complex items will score 7 points.

Scoring Criteria Matrix

Scoring Categories	Low Priority	Medium Priority	High Priority/Most Favorable
FCA Rating	<u>0 points</u> FCA Weighted score between 1 & 5	<u>20 points</u> FCA Weighted score between 6 & 20	<u>40 points</u> FCA Weighted score between 21 & 40
Grant Funding Qualification	<u>0 points</u> - N/A Work does not qualify for grant funding	<u>0 points</u> - N/A Work does not qualify for grant funding	<u>15 points:</u> Work qualifies for grant funding
Financial Benefit (Payback and/or avoided cost)	<u>0 points</u> - N/A Longer (or no) payback lowest avoided cost (estimated payback longer than 15 years)	<u>10 points</u> Moderate payback and/or some degree of avoided cost (estimated payback is between 5-15 years)	<u>15 points</u> Shortest payback and highest avoided cost (estimated payback is between 1-5 years)
Client Identified Investment (beyond FCA)	<u>5 points</u> Low on priority list lowest impact on employee satisfaction (not included in the RFP)	<u>10 points</u> Low on priority list lower impact on employee satisfaction (included in RFP, not in visioning session)	<u>20 points</u> Highest on client's priority list highest improved employee satisfaction (included in RFP & prioritized in visioning)
Ease of Implementation	<u>5 points</u> • Highest potential for disruption • Higher cross trade dependency • Highly complicated implementation	<u>7 points</u> • Moderate potential for disruption • Moderate cross trade dependency • Moderately Complicated	<u>10 points</u> • Lowest potential for disruption • Least cross trade dependency • Easiest Implementation

Facility Conditions Assessment Scoring

Priority	Criteria	Weighted FCA Score	Factor	Classification
4	Out of Service, Operational disruption risk	=	10	Safety/Security/Code
3	Intermittent issues, deferred maintenance	Priority Rating x Classification Factor	7	Maintenance/Capital Renewal
2	Adequate		5	Energy Enhancements
1	Good/Excellent condition		2	Enhancements
		Low FCA (1-5 points) = Summary FCA of 0	1	No Action
		Medium FCA (6-20 points) = Summary FCA of 20		
		High FCA (21-40 Points)= Summary FCA of 40		

Item No.	Uniformat ID	Description	Deficiency	Recommendation	Priority	Rating	Classification	Factor	Weighted Score	Summary FCA Rating
1	D3050	TERMINAL & PACKAGE UNITS	Rooftop units are beyond expected life. Sales restrictions on refrigerants begin in 2020. Maintenance and repairs will be costly and difficult.	Replace Rooftop units	Marginal	3	Capital Renewal	7	21	40
2	D3050	TERMINAL & PACKAGE UNITS	Council Chamber is served by a rooftop unit shared with adjacent conference rooms. When the Council Chamber is occupied, all spaces are heated and cooled.	Dedicate a rooftop unit for the Council Chamber to improve energy efficiency and controls.	Adequate	2	Energy Enhancements	3	6	20
3	D3040	HVAC DISTRIBUTION SYSTEMS	Each rooftop unit establishes a single interior zone controlled by one thermostat. There is no mechanism to modulate temperature differentials within the spaces served by each unit.	Add variable air volume boxes (VAV) and rework ductwork to increase control by creating additional HVAC zones within the office interiors.	Marginal	3	Energy Enhancements	5	15	20
4	D3040	HVAC DISTRIBUTION SYSTEMS	Supply air system is not functioning properly due to the absence of path of air return	IT Room Relief by installing a return diffuser	Marginal	3	Energy Enhancements	5	15	20
5	D3040	HVAC DISTRIBUTION SYSTEMS	There is no dedicated service for the 24-hour Air Monitoring equipment space. This space is heated/cooled by surrounding spaces resulting in 24-hour operation supplying heating and cooling to a larger area than required by the air monitoring equipment room.	Dedicate a heating/cooling unit for the Air Monitoring equipment room.	Poor	4	Capital Renewal	7	28	40
6	D3040	HVAC DISTRIBUTION SYSTEMS	No exhaust from gas stove in the breakroom is a code violation.	Replace gas stove with and electric stove.	Poor	4	Safety/ Security/ Code	10	40	40
7-A	D2010	PLUMBING FIXTURES	Water fountain height not ADA compliant	Installation of ADA height water fountain in the lobby	Poor	4	Safety/ Security/ Code	10	40	40
8	D2010	PLUMBING FIXTURES	No hot water in restrooms	Installation of Insta-Hot at all Faucets	Good	1	Enhancements	2	2	0
9	D2010	PLUMBING FIXTURES	Water inefficiency at faucets	Installation of Low Flow/Automatic Faucets to reduce water use.	Adequate	2	Energy Enhancements	3	6	20
10	D2010	PLUMBING FIXTURES	Water inefficiency at toilets and urinals	Installation of Low Flow Water Closets and Urinals to reduce water use per flush	Adequate	2	Energy Enhancements	3	6	20

Facility Conditions Assessment Scoring

Priority	Criteria	Weighted FCA Score	Factor	Classification
4	Out of Service, Operational disruption risk	=	10	Safety/Security/Code
3	Intermittent issues, deferred maintenance	Priority Rating x Classification Factor	7	Maintenance/Capital Renewal
2	Adequate		5	Energy Enhancements
1	Good/Excellent condition		2	Enhancements
		Low FCA (1-5 points) = Summary FCA of 0	1	No Action
		Medium FCA (6-20 points) = Summary FCA of 20		
		High FCA (21-40 Points)= Summary FCA of 40		

Item No.	Uniformat ID	Description	Deficiency	Recommendation	Priority	Rating	Classification	Factor	Weighted Score	Summary FCA Rating
11	D5010	ELECTRICAL SERVICE & DISTRIBUTION	Good condition	Main Electrical Switchboard	Good	1	No Action	1	1	0
12-A	D5010	ELECTRICAL SERVICE & DISTRIBUTION	No capacity for future improvements on branch panels	Electrical Branch Panel boards - Panels A,B,C,D & E. Conduct a study of Electrical System to map normal usage of power and determine available capacity and panel space	Adequate	2	Enhancements	2	4	0
12-B	D5010	ELECTRICAL SERVICE & DISTRIBUTION	Though 600 amp service capacity is adequate, there are no spare circuit spaces on the branch electrical panels for future improvements	Rework and rewire electrical distribution and add branch panels to provide additional circuit spaces for future improvements.	Poor	4	Maintenance/Capital Renewal	7	28	40
13-A	D5020	LIGHTING & BRANCH WIRING	Energy inefficient interior lighting	Replace existing fluorescent lamps and fixtures with LED. New layout will likely result in less lighting fixtures overall and provide the most energy efficient solution.	Marginal	3	Energy Enhancements	5	15	20
13-B	D5020	LIGHTING & BRANCH WIRING	Energy inefficient interior lighting	Retrofitting the existing lighting one-for-one with LED conversion kits.	Marginal	3	Energy Enhancements	5	15	20
14	D5030	COMMUNICATION & SECURITY SYSTEMS	Inadequate building access security control	Installation of card readers at entry doors to the MDAQMD office and parking lot	Poor	4	Enhancements	2	8	20
15	D4090	OTHER FIRE PROTECTION SYSTEMS	Good condition	Fire alarm system	Good	1	No Action	1	1	0
16-A	D5090	OTHER ELECTRICAL SYSTEMS-	Panels are nearing end of life and will need replacement in 5-10 yrs.	Develop Comprehensive study of PV to determine timing and location of replacement; PV on roof or PV on sunshades or PV on both.	Adequate	2	Energy Enhancements	5	10	20
16-B	D5090	OTHER ELECTRICAL SYSTEMS-	Panels are nearing end of life and will need replacement in 5-10 yrs.	Replace PV panels to improve energy generation and allow MDAQMD to offset more energy cost	Adequate	2	Capital Renewal	7	14	20

Facility Conditions Assessment Scoring

Priority	Criteria	Weighted FCA Score	Factor	Classification
4	Out of Service, Operational disruption risk	=	10	Safety/Security/Code
3	Intermittent issues, deferred maintenance	Priority Rating x Classification Factor	7	Maintenance/Capital Renewal
2	Adequate		5	Energy Enhancements
1	Good/Excellent condition		2	Enhancements
		Low FCA (1-5 points) = Summary FCA of 0	1	No Action
		Medium FCA (6-20 points) = Summary FCA of 20		
		High FCA (21-40 Points)= Summary FCA of 40		

Item No.	Unifomat ID	Description	Deficiency	Recommendation	Priority	Rating	Classification	Factor	Weighted Score	Summary FCA Rating
17-A	B3010	ROOF COVERING & OPENINGS	Roof is past expected life and exhibits failures, cracks, low spots and insufficient slopes to drains.	Full roof replacement. Rework substructure to improve slope to drains. Demo, removal/replace rooftop equipment and solar array.	Poor	4	Capital Renewal	7	28	40
17-B	B3010	ROOF COVERING & OPENINGS	Roof is past expected life and exhibits failures, cracks, low spots and insufficient slopes to drains.	Add Silicon coating to delay full roof replacement for 5 years	Poor	4	Capital Renewal	7	28	40
18	G2020	PARKING LOTS	Non-compliant path of travel (POT) & deteriorated surface	Parking lot upgrade and modification to achieve ADA compliant POT (repaving and resloping)	Poor	4	Safety/ Security/ Code	10	40	40
19	G3030	PEDESTRIAN PAVING	Non ADA compliant sidewalks, ramps, curbs and landings	Regrade, rework and repave concrete pedestrian sidewalks, curbs and ramps to allow for code compliant POT	Poor	4	Safety/ Security/ Code	10	40	40
20	D2010	PLUMBING FIXTURES	Non ADA compliant fixture heights and clearances in the restrooms	Relocate fixtures and cabinets to ADA heights and clearances. Reverse door swing. Request variance from code official for restrooms with marginal compliance variances in overall size.	Poor	4	Safety/ Security/ Code	10	40	40
21	E2010	FIXED FURNISHINGS	Non ADA Compliant public transaction counter	Modify public transaction counter height and width in the reception area to allow for HC access.	Poor	4	Safety/ Security/ Code	10	40	40
22	E2010	FIXED FURNISHINGS	Non ADA Compliant clearances and counter heights in the employee lounge.	Reverse door swing to the employee lounge, replan and replace cabinets and counters to meet ADA prescribed tolerances.	Poor	4	Safety/ Security/ Code	10	40	40
23	E2010	FIXED FURNISHINGS	Non ADA Compliant ramp transition and ramp railing extension in the Council Chamber	Rework ramp transitions and replace railings at both ramps in the Council Chamber.	Poor	4	Safety/ Security/ Code	10	40	40

Scoring for all items, all categories

Scope Elements						Scope Categories Scoring					Projects Prioritized by Score	
Item No.	Uniformat ID	Description	Deficiency	Recommendation	FCA Priority Level	FCA Classification	A FCA Rating	B Grant Funding	C Financial Benefit	D Ease to Implemen	E Prioritized by Client	Enterprise Priority Score A+B+C+D+E
5	D3040	HVAC DISTRIBUTION SYSTEMS	Air Monitoring Equipment room, a 24-hour operation, is served by adjacent spaces. Opportunity for energy savings with zone control.	Install dedicated HVAC for 24-hour Air Monitoring Equipment room. Non-occupied adjacent rooms can be on energy conserving mode.	Poor	Capital Renewal	H (40)	H (15)	N/A	M (7)	H (20)	82
16-A	D5090	OTHER ELECTRICAL SYSTEMS-	Panels are nearing end of life and will need replacement in 5-10 yrs.	Initiate PV study to quantify remaining asset life and to implement replacemnt in future years	Adequate	Energy Enhancements	M (20)	N/A	N/A	H (10)	L (5)	35 Re-scored
16-B	D5090	OTHER ELECTRICAL SYSTEMS-	PV panel generating capacity has degraded and panels will near end of life in 5-10 yrs.	Replace PV panels for higher energy generation, allowing the district to offset more energy cost	Adequate	Capital Renewal	M (20)	H (15)	H (15)	H (10)	H (20)	80
24	D5010	ELECTRICAL SERVICE & DISTRIBUTION	Demand for EV charging stations exceeds current supply.	Provide additional EV chargers	N/A	N/A	H (40)	H (15)	N/A	L (5)	L (5)	65 Re-scored
25	G4020	EXTERIOR LIGHTING	There is no lighting in parking areas. Lighting would add security for employees and the public.	Provide Exterior Lighting in the parking	N/A	N/A	H (40)	H (15)	N/A	L (5)	H (20)	80
27	G2020	PARKING LOTS	There is no perimeter access security for the employee parking lot.	Add a fence and gate to provide access	N/A	N/A	H (40)	N/A	N/A	M (7)	H (20)	67
13-A	D5020	LIGHTING & BRANCH WIRING	Energy inefficient interior lighting	Replace fluorescent lamps and fixtures with LED. New layout will likely result in less lighting fixtures and provide the most energy efficient solution.	Marginal	Capital Renewal	M (20)	H (15)	H (15)	L (5)	L (5)	60 Re-scored
1	D3050	TERMINAL & PACKAGE UNITS	Rooftop units are beyond expected life. Sales restrictions on refrigerants begin in 2020. Maintenance and repairs will be costly and difficult.	Replace Rooftop units	Marginal	Capital Renewal	H (40)	H (15)	N/A	M (7)	L (5)	67
3	D3040	HVAC DISTRIBUTION SYSTEMS	Each rooftop unit establishes a single interior zone controlled by one thermostat. There is no mechanism to modulate temperature differentials within the spaces served by each unit.	Add variable air volume boxes (VAV) and rework ductwork to increase control by creating additional HVAC zones within the office interiors.	Marginal	Energy Enhancements	M (20)	H (15)	N/A	L (5)	L (5)	45 Re-scored
13-B	D5020	LIGHTING & BRANCH WIRING	Energy inefficient interior lighting	Retrofitting the existing lighting one-for-one with LED conversion kits.	Marginal	Energy Enhancements	M (20)	H (15)	M (10)	H (10)	L (5)	60
17-B	B3010	ROOF COVERING & OPENINGS	Roof is past expected life and exhibits failures, cracks, low spots and insufficient slopes to drains.	Add Silicon coating to delay full roof replacement for 5 years	Poor	Capital Renewal	H (40)	N/A	N/A	H (10)	M (10)	60
7	D2010	PLUMBING FIXTURES	Water fountain height not ADA compliant	Installation of ADA height water fountain in the lobby	Poor	Safety/Security/Code	H (40)	N/A	N/A	H (10)	L (5)	55
18	G2020	PARKING LOTS	Non-compliant path of travel (POT) & deteriorated surface	Parking lot upgrade and modification to achieve ADA compliant POT (repaving and resloping)	Poor	Safety/Security/Code	H (40)	N/A	N/A	L (5)	M (10)	55

Scoring for all items, all categories

Scope Elements						Scope Categories Scoring					Projects Prioritized by Score	
Item No.	Uniformat ID	Description	Deficiency	Recommendation	FCA Priority Level	FCA Classification	A FCA Rating	B Grant Funding	C Financial Benefit	D Ease to Implemen	E Prioritized by Client	Enterprise Priority Score A+B+C+D+E
12-A	D5010	ELECTRICAL SERVICE & DISTRIBUTION	Though 600 amp service capacity is adequate, there are no spare circuit spaces on the branch electrical panels for future improvements	Conduct a study of Electrical Branch Panel boards A,B,C,D & E to map normal usage of power and determine available capacity and panel space.	Adequate	Enhancements	H (40)	N/A	N/A	H (10)	L (5)	55
17-A	B3010	ROOF COVERING & OPENINGS	Roof is past expected life and exhibits failures, cracks, low spots and insufficient slopes to drains.	Full roof replacement. Rework substructure to improve slope to drains. Demo, removal/replace rooftop equipment and solar array.	Poor	Capital Renewal	H (40)	N/A	N/A	L (5)	M (10)	55
6	D3040	HVAC DISTRIBUTION SYSTEMS	No exhaust from gas stove in the breakroom is a code violation.	Replace gas stove with and electric stove.	Poor	Safety/Security/Code	H (40)	N/A	N/A	M (7)	L (5)	52
7	D2010	FIXED FURNISHINGS	Water fountain height not ADA compliant	Installation of ADA height water fountain in the lobby	Poor	Safety/Security/Code	H (40)	N/A	N/A	M (7)	L (5)	52
23	E2010	FIXED FURNISHINGS	Non ADA Compliant ramp transition and ramp railing extension in the Council Chamber	Rework ramp transitions and replace railings at both ramps in the Council Chamber.	Poor	Safety/Security/Code	H (40)	N/A	N/A	L (5)	L (5)	50
12-B	D5010	ELECTRICAL SERVICE & DISTRIBUTION	Though 600 amp service capacity is adequate, there are no spare circuit spaces on the branch electrical panels for future improvements	Rework and rewire electrical distribution and add branch panels to provide additional circuit spaces for future improvements.	Poor	Capital Renewal	H (40)	N/A	N/A	M (7)	L (5)	52
14	D5030	COMMUNICATION & SECURITY SYSTEMS	Inadequate building access security control	Installation of card readers at entry doors to the MDAQMD office and parking lot	Poor	New System	M (20)	N/A	N/A	H (10)	H (20)	50
9	D2010	PLUMBING FIXTURES	Water inefficiency at faucets	Installation of Low Flow/Automatic Faucets to reduce water use.	Adequate	Energy Enhancements	M (20)	H (15)	N/A	H (10)	L (5)	50
10	D2010	PLUMBING FIXTURES	Water inefficiency at toilets and urinals	Installation of Low Flow Water Closets and Urinals to reduce water use per flush	Adequate	Energy Enhancements	M (20)	H (15)	N/A	H (10)	L (5)	50
19	G3030	PEDESTRIAN PAVING	Non ADA compliant sidewalks, ramps, curbs and landings	Regrade, rework and repave concrete pedestrian sidewalks, curbs and ramps to allow for code compliant POT	Poor	Safety/Security/Code	H (40)	N/A	N/A	L (5)	L (5)	50
20	D2010	FIXED FURNISHINGS	Non ADA compliant fixture heights and clearances in the restrooms	Relocate fixtures and cabinets to ADA heights and clearances. Reverse door swing. Request variance from code official for restrooms with marginal compliance variances in overall size.	Poor	Safety/Security/Code	H (40)	N/A	N/A	L (5)	L (5)	50

Scoring for all items, all categories

Scope Elements						Scope Categories Scoring					Projects Prioritized by Score	
Item No.	Uniformat ID	Description	Deficiency	Recommendation	FCA Priority Level	FCA Classification	A FCA Rating	B Grant Funding	C Financial Benefit	D Ease to Implemen	E Prioritized by Client	Enterprise Priority Score A+B+C+D+E
22	E2010	FIXED FURNISHINGS	Non ADA Compliant clearances and counter heights in the employee lounge.	Reverse door swing to the employee lounge, replan and replace cabinets and counters to meet ADA prescribed tolerances.	Poor	Safety/Security/Code	H (40)	N/A	N/A	L (5)	L (5)	50
28	G2020	PARKING LOTS	Intense desert sun makes for hot cars	Add parking sunshades to the employee parking lot	N/A	N/A	L (0)	H (15)	M (10)	L (5)	H (20)	50
4	D3040	HVAC DISTRIBUTION SYSTEMS	Supply air system is not functioning properly due to the absence of path of air return	IT Room Relief by installing a return diffuser	Marginal	Energy Enhancements	M (20)	H (15)	N/A	M (7)	L (5)	47
2	D3050	TERMINAL & PACKAGE UNITS	Council Chamber is served by a rooftop unit shared with adjacent conference rooms. When the Council Chamber is occupied, all spaces are heated and cooled.	Dedicate a rooftop unit for the Council Chamber to improve energy efficiency and controls.	Adequate	Energy Enhancements	M (20)	H (15)	N/A	L (5)	L (5)	45
26	C1030	FITTINGS / SPECIALTIES	Original appliances in the employee breakroom	Upgrade Appliances	N/A	N/A	L (0)	N/A	N/A	H (10)	M (10)	35
29	G2050	LANDSCAPING	Minimal landscaping at building entry	Add supplemental landscaping	N/A	N/A	L (0)	N/A	N/A	H (10)	H (20)	30
30	C3010	WALL FINISHES	Needs Refresh	Paint interior and exterior	N/A	N/A	L (0)	N/A	N/A	H (10)	M (10)	20
31	G3020	FLOOR FINISHES	Needs Refresh	Carpet interior	N/A	N/A	L (0)	N/A	N/A	H (10)	M (10)	20
32	G2040	SITE DEVELOPMENT	Needs Refresh	Add shade, outdoor furniture and Wi-Fi for employee patio	N/A	N/A	L (0)	N/A	N/A	M (7)	H (20)	27
11	D5010	ELECTRICAL SERVICE & DISTRIBUTION	Good condition	Main Electrical Switchboard	Good	No Action	L (0)	N/A	N/A	H (10)	L (5)	15
8	D2010	PLUMBING FIXTURES	No hot water in restrooms	Installation of Insta-Hot at all Faucets	Good	Enhancements	L (0)	N/A	N/A	H (10)	L (5)	10
15	D4090	OTHER FIRE PROTECTION SYSTEMS	Good condition	No action needed	Good	No Action	L (0)	N/A	N/A	N/A	N/A	0

Program Summaries

Program	Item No.	Uniformat ID	Description	Deficiency	Recommendation	Project Scoring	Program Scoring
1	18	G2020	PARKING LOTS	Non-compliant path of travel (POT) & deteriorated surface	Parking lot upgrade and modification to achieve ADA compliant POT (repaving and resloping)	55	65
	19	G3030	PEDESTRIAN PAVING	Non ADA compliant sidewalks, ramps, curbs and landings	Regrade, rework and repave concrete pedestrian sidewalks, curbs and ramps to allow for code compliant POT	55	
	25	G4020	EXTERIOR LIGHTING	Lighting levels are sub-optimal for security and not energy efficient	Augment site lighting and replace with energy efficient solution	80	
	27	G2020	PARKING LOTS	There is no perimeter access security for the employee parking lot.	Add a fence and gate to provide access security for employee parking lot.	67	
	32	G2040	SITE DEVELOPMENT	Needs Refresh	Patio	27	
	29	G2050	LANDSCAPING	Minimal landscaping at entry	Landscape	20	
	12-B	D5010	ELECTRICAL SERVICE & DISTRIBUTION	Though current 600 amp service is adequate, there are no spare circuit spaces on the branch electrical panels for future improvements	Rework and rewire electrical distribution and add branch panels to provide additional circuit spaces for future improvements.	52	
	14	D5030	COMMUNICATION & SECURITY SYSTEMS	Inadequate security controls	Access control provision	50	
	28	G2020	PARKING LOTS	Energy Investments	Parking Sunshades with PV	50	
SITE IMPROVEMENTS							

Program Summaries

Program	Item No.	Uniformat ID	Description	Deficiency	Recommendation	Project Scoring	Program Scoring
2	16-B	D5090	ELECTRICAL SYSTEMS	Panels are nearing end of life and will need replacement in 5-10 yrs.	Initiate PV study to quantify remaining asset life and to implement replacement in future years	35	61
	1	D3050	TERMINAL & PACKAGE UNITS	Rooftop HVAC units are end of life, refrigerants are being phased out	Replace rooftop mechanical units	65	
	2	D3050	TERMINAL & PACKAGE UNITS	Council Chamber and adjacent conference rooms served by one HVAC unit. Energy inefficiency.	Dedicated Mechanical system for Council Chamber space	45	
	17-B	B3010	ROOF COVERING & OPENINGS	Roof is past expected life and exhibits failures, cracks, low spots and insufficient slopes to drains.	Add Silicon coating to delay full roof replacement for 5 years	60	
	4	D3040	HVAC DISTRIBUTION SYSTEMS	Supply and return inadequate in IT Room	IT Room Relief by installing a return diffuser	47	
ROOF RENOVATION and HVAC ROOFTOP UNITS							

Program Summaries

Program	Item No.	Uniformat ID	Description	Deficiency	Recommendation for Future Considerations	Project Scoring	Program Scoring
3	7A, 8, 9, 10 & 20	D2010	PLUMBING FIXTURES	Water fountain height not ADA compliant, water inefficiency, no hot water in all restrooms	Installation of ADA height water fountain in the lobby, installation of low flow/ automatic hot faucets & water closets & urinals. Relocate fixtures to ADA heights and clearances. Remove movable cabinets and reverse door swing.	43	47
	7B, 22 & 23	E2010	FIXED FURNISHINGS	Non ADA Compliant employee lounge, council chamber and reception area	Employee lounge: Swap door swing and replace cabinets and counters to meet ADA height, modify counter height and width in the reception area & replace ramp transition and fabricate new railings for ADA compliance	52	
	6	D3040	HVAC DISTRIBUTION SYSTEMS	No exhaust from gas stove in the breakroom is a code violation.	Replace gas stove with electric stove.	52	
	26	C1030	FITTINGS / SPECIALTIES	Original appliances in the employee breakroom	Upgrade Appliances	35	
	30 & 31	C3010 & G3020	WALL FINISHES	Needs Refresh	Paint & carpet	20	
	13-A	D5020	LIGHTING & BRANCH WIRING	Energy inefficient lighting	General interior lighting: Changing the fixtures and the controls system to bring down the cost of lighting considerably due to reduced energy consumption	60	
	3	D3040	HVAC DISTRIBUTION SYSTEMS	Thermal comfort issues. Minimal ability to control temps in zones	Installation of HVAC Zone system within the office space involves the installation of VAV boxes that can modulate within the space and are tied to the thermostats located in the space. This will allow controlling the cooling flow or capacity to different spaces.	45	
	24	D5010	ELECTRICAL SERVICE & DISTRIBUTION	Energy Investments	Extra EV chargers	65	
ADA INTERIOR COMPLIANCE, WATER EFFICIENCY AND GENERAL ENHANCEMENTS (for future consideration)							

Capital Plan Timeline

Work Program	Scope Items	Year-over-Year Plan				2020				2021				2022				2023				
		2020	2021	21-22	2022	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	
1	Design	2020																				
	Repave, Reslope Parking Lots (condition & ADA)		2021																			
	Pedestrian sidewalks and curbs (ADA compliance)		2021																			
	Replace the Electrical branch panels		2021																			
	Site Lighting		2021																			
	Fence and Gate		2021																			
	Parking Sunshades with PV			21-22																		
	Landscaping/Patio Enhancements				2022																	
	Access control provision				2022																	
2	Design	2020																				
	Roof repairs and sealant		2021																			
	Replace rooftop mechanical units		2021																			
	Dedicate one of the RTUs for Council Chamber		2021																			
	IT Room Supply/Exhaust		2021																			
3 (Future)	Design																					
	LED Lighting																					
	Interior HVAC thermal zones																					
	Additional EV Chargers																					
	ADA upgrades; Lobby, Chamber, Lounge																					
	Finishes: Carpet and Paint																					
	Refresh Employee Lounge																					



MDAQMD CAPITAL PLAN RECOMMENDATIONS

Summary of Program Bundles

Work elements identified through the Facility Condition Assessment process and/or District's suggested investment opportunities were individually prioritized and then further bundled into two prioritized, work programs and program of items for future consideration. Program 1 and Program 2 scored with similar importance. The bundling of work into programs was guided by constructability and weather, grouping similar types of work, avoiding re-work and minimizing disruption to employees and the public. The work programs were rescored, using an average of all the individual work element scores, to establish their priority of execution.

PROGRAM 1: Site Improvements

Summary

This program will address site and building security, accessibility deficiencies for path of travel in the parking lot and from the street to the entry of the building. The work required includes a full upgrade of the parking asphalt surface, concrete aprons and curbs sidewalk. New lighting, a commercial metal fence and access-controlled gates will be installed for the employee parking lot to improve employee security. Access control for the building perimeter will be added. Other site enhancements in the program include parking sunshades for the employee parking lot, a refresh and extension of the employee patio and an allowance for additional landscaping at the building entry. New electrical distribution panels have also been included to access the spare capacity of the 600 amp service. These panels will be required to provide service for new photovoltaic for the sunshades, future EV chargers and any significant new improvements. The current distribution serves current need but the spare capacity will not be accessible without the upgrade of rewiring existing and adding new distribution panels. Phasing of this work can be addressed when the full scope of improvements for this program are known.

Drivers and Benefits:

- Investment is recommended to maintain and improve real estate asset.
- Repaving and reworking slopes and ramps will address accessibility deficiencies in the path of travel in parking lot and public access to building from the sidewalk.
- Improve site security
- Improve Employee Experience and improve Site Aesthetics
- Encourage sustainable practices

Current Conditions:

- The parking and drive aisle surfaces show signs of significant wear as well as pavement failures including cracks, depressions and minor potholes. The paving has been spot patched over the years. It is not known if periodic sealants were applied to extend the paving life.
- Significant accessibility issues along the path of travel including non-compliant ramps, slopes and cross slopes. The current accessible parking stalls are not to code. There is no accessible parking allocation in the employee parking lot.
- Access is unrestricted to employee parking lot.
- The parking lot is underlit.
- There are cameras at the entry to the building, but no active control of physical access. The public lobby space is under-utilized to provide security for employees behind locked areas of the building.
- Unshaded parking lot results in hot cars.



MDAQMD CAPITAL PLAN RECOMMENDATIONS

- The employee patio is underused because it doesn't provide sufficient shade.
- Though the electrical service capacity for the building is 600 amp, the existing electrical distribution panels have circuit/breaker spaces for only 400-amp service. This has resulted in the unusable service capacity for future growth.

Recommendations Program 1:

- Demolish pavement topping and repave the parking lots. Rework of the parking lots will include new concrete aprons, curb cuts and sidewalks. These improvements will address spalling and wear as well as correct significant accessibility issues.
- Install a perimeter fence and access-controlled vehicle gate to the North parking lot.
- Install parking sub-shades in the North parking lot.
- Install lighting in both parking areas.
- Replace and add existing branch distribution panels to maximize/ optimize electrical capacity use.
- Add landscaping at public entry to welcoming the public and demonstrate pride in the MDAQMD mission.
- Refresh, extend and enhance the employee patio with Wifi and more shade to offer employees another choice in work environment.
- Install access control (card readers) at the entry doors and at other interior areas needing security

Options and Issues for consideration:

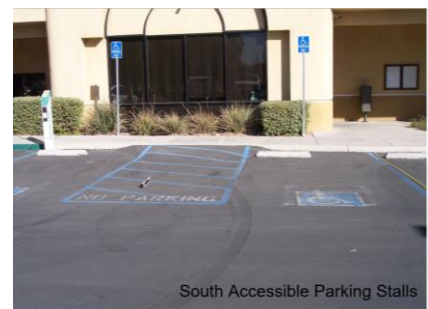
- Redesign of the parking lots to accommodate the new fence/gate and correct ADA deficiencies. This may result in reduced number of parking spaces
- Timing for repaving of the two lots can be considered during the design phase. Work can be completed in two separate phases, in different fiscal years or, work can be phased in one project.
- Recommend that this work be scheduled March through November to avoid the rainy season.
- OPTIONS: Value decisions during the design phase will inform the complete scope for work items. For example; sunshades can be installed with/without solar arrays. Sunshades can be installed on all or part of the north parking lot. The program assumes that half of the employee parking lot will be covered with sunshades.



Sunshades in employee parking



Controlled Access w/perimeter fence



Repave for wear and accessibility



MDAQMD CAPITAL PLAN RECOMMENDATIONS

PROGRAM 2: Roof Repairs and HVAC Rooftop units

Summary

Program 1 is comprised of Roof repairs to improve slopes to drains and installation of a silicone seal coat, replacement of HVAC rooftop units, provision of a dedicated HVAC source for the Council Chamber and addition of supply and return for the IT equipment room. During the design phase, a study will be completed for assessment of the current, 15-year old rooftop solar array to determine the best-value strategy for the timing of replacement.

Drivers and Benefits:

- Investment is recommended to maintain the real estate asset
- Avoid business disruptions (or ensures business continuity)
- Increase energy efficiency

Current Conditions:

- The original roof is past its useful life and exhibits splitting, low spots and surface failures.
- The eleven HVAC roof-top package units (RTUs) are past useful life and are requiring frequent maintenance and repair. This equipment uses R-22 refrigerant which has been phased out. As of 2020, the refrigerant will no longer be produced.
- Council Chamber is served by a shared rooftop unit with adjacent conference rooms. When the Council is in session, the entire space served is heated/cooled. Similarly, conditioning of the smaller area of the conference rooms, results in heating and cooling the large Council chamber. This creates a significant waste of energy.
- The IT room has no direct supply/return air ventilation resulting in poor air circulation.
- The solar array and the inverter are 15 years old and energy production has degraded over the years.

Recommendations Program 2:

- Seal roofs and continue to make spot repairs, deferring full roof replacement and solar panel replacement for 5 years. Solar panels have 5+ years useful life remaining and generate significant energy.
- Replace roof-top HVAC package units (like for like) with new, high efficiency units.
- Provided a new dedicated roof-top unit for the Council Chamber or, re-design capacities of all units to allow one unit to be dedicated for the Council Chamber.
- Install supply/return diffuser in IT room to allow for improved air circulation
- Conduct detailed PV study to confirm best value solution for timing of the PV replacement.

Options and Issues for consideration:

- **OPTION:** Instead of 5-year seal of roof, demo and replace the roof with a new 20-year, 5- ply roof. Build crickets at equipment curbs to create positive slope to drains, reroof and seal the roof. This decision will be in concert with the result of the PV study. If recommendations from the study indicate advantages of earlier replacement of the PV, full roof replacement should be considered as concurrent work.

MDAQMD CAPITAL PLAN RECOMMENDATIONS

- **OPTION:** During the design phase confirm recommendation to replacing multiple RTUs, like-for-like, is the best value strategy in lieu of replacing multiple RTUs with a larger unit(s). Like-for-like replacement of the RTUs was recommended based on the assumption that this strategy would avoid significant potential costs of rerouting all ductwork and, costs of significant structural reinforcement which would be required for fewer and larger units. The best value decisions regarding the ideal number and size of units will be determined during the design phase. Study will review using the same number of units or adding an additional dedicated unit for the Council Chamber. The newer RTUs are heavier than the units they are replacing and may require some structural reinforcement to spread the loads.
- **OPTION:** Eliminate photovoltaic panels on the sunshades and install a new photovoltaic array on the roof.
- **OPTION:** Eliminate photovoltaic panels on the roof and install photovoltaic on the new parking lot sun-shades.



Roof Conditions



Roof Patch



Solar Array



New Roof-top unit

PROGRAM 3 (Future): LED, Thermal Zones, ADA, Water efficiency and General Enhancements

Summary

Program 3 represents a menu of items for future consideration including replacement of fluorescents with LED lighting, adding HVAC zones to improve thermal comfort, adding EV chargers in the parking lots, replacing plumbing fixtures with water saving fixtures, a refresh of the employee lounge, carpet and paint and correction of accessibility deficiencies throughout the facility.

Drivers and Benefits:

- Code Compliance (if triggered by other work elements under consideration)
- Improve Accessibility
- Improve Water efficiency
- Energy Efficiency
- Thermal Comfort
- Aesthetics and Employee Experience

Current Conditions:

- The building interiors are lit with T8 fluorescent fixtures. Ten years ago this lighting was considered state-of-the-art for energy efficiency. Today, this solution is considered is energy intensive and a good candidate for replacement with LED lighting for optimal energy efficiency.



MDAQMD CAPITAL PLAN RECOMMENDATIONS

- Office areas that are served by a single roof-top unit are controlled by a single thermostat. The southwest corner of the building is a single zone and occupants experience significant temperature differentials at the window line and interior spaces. The spaces along the west window wall are in a hot zone.
- Multiple accessibility deficiencies, with varying degrees of severity, exist within the building interior.
- Faucets, toilets and urinals are not water efficient fixtures and fittings.
- A gas stove has means of exhaust and is a fire hazard. Gas stoves in commercial office spaces deviate from the building code.
- Interior finishes are dated
- Landscaping is minimal at public entrance to the District headquarters

Recommendations Program 3 (Future Consideration):

- Replace fluorescent light fixtures with LEDs. A total replacement will likely result in less light fixtures overall and significant energy savings.
- Install variable air volume (VAV) boxes to create multiple, thermostatically controlled, zones within the building interior. This change will allow occupants of adjacent spaces to control temperature.
- If and when other interior work triggers compliance, correct the accessibility deficiencies noted in the CASp report and itemized in the program description above. The work includes; addition of an ADA compliant water fountain, providing an accessible public transaction counter, reworking two door swings and cabinets in the breakroom, bringing ramps and handrails into compliance in the Council Chamber, relocating toilet room fixtures and/or accessories to comply with required clearances. The building was built to code at the time of its completion and therefore, the deficiencies do not urgently need to be addressed. The District is to provide accommodation to employees as needed.
- Replace faucets, toilets and urinals with low-flow faucets to improve sustainable practices. Install insta-hot at sinks.
- Refresh the employee breakroom.
- Refresh finishes (carpet and paint) throughout the building to improve employee and public experience

Options and Issues for consideration:

- This building was built to the ADA codes when it was designed 20 years ago. Since then, the statutes and standards have been revised. Accessibility issues have different degrees of severity. The path of travel (POT) elements have been identified in Program 2. For interior work, an accessible transaction counter for the public is the highest priority, followed by correcting deficiencies in the Council Chamber and providing an accessible water fountain.
- OPTIONS: Items in this program were scored with low priority. Hence, they are shown at the end of the program and can be considered discretionary for future consideration. Timing for interior work is flexible and this program can float in any months, to accommodate schedule requirements of MDAQMD or other construction programs.



MDAQMD CAPITAL PLAN RECOMMENDATIONS



ADA Improvements

Employee Lounge

Public access transaction counter

Next Steps

Based on the scope of programs developed during Capital Planning phase and discussions with the District, please refer to the next steps outlined below:

- Initiate RFP/selection process to engage the Design Team; Develop design partner selection criteria, scoring matrix, RFP development, proposal administration, evaluation and recommendation.
- Initiate Design Phase:
 - Design efforts should take comprehensive approach and include both programs and future recommendations together with the consideration of phased implementation. Phasing options will be developed during design phase based on specialized studies and evaluation of the asset.
 - **PV** study to document remaining life of the asset which will be used as an input to the design. Based on the results of PV study, should the asset reflect a few years of remaining life, consider timing for replacement and the location of PV; on the roof only, on the sun-shades only or on both the roof and the sunshades.
 - **Electrical:** Our FCA assessments shows that electrical capacity to the building doesn't align with the distribution capacity from the panel. Therefore, electrical service and panel study is recommended to be done early in the design phase so that findings can be incorporated into the design and potential phased approach to replacement.
 - EV chargers are low on the priority however, when parking lot is being designed this may result into relocation of current EV chargers in order to make parking lot ADA compliant. Installation of infrastructure for future EV chargers in the parking lot(s) should be considered during the design phase.
 - **Mechanical:** Mechanical due diligence and detailed study will assess each RTU early in the design phase. This understanding will inform design options and phasing implementation approach.
 - **Civil & Structural:** Parking lot design will require civil/structural engineers, as part of the design team to support the site improvements work as well as rooftop assessments for support of the HVAC units, potential replacement of the solar array and the foundation/structure for sun-shades and light poles in the parking lots.
- Detailed design will pin down scopes of work, materials, systems, quantities, and phasing. Defining these variables will enable better bidding and cost certainty.
- Competitive bidding and implementation will follow design.

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MEP Site Survey

Mojave Desert AQMD – Victorville, CA

November 20th, 2019

TABLE OF CONTENTS

PART 1 - General 28

 1.1 Study Purpose and Approach..... 29

PART 2 - Mechanical Systems..... 30

 2.1 Rooftop Units 30

 2.2 Recommendations 31

PART 3 - Plumbing Systems 32

 3.1 Recommendations 32

PART 4 - ELECTRICAL Systems..... 33

 4.1 Electrical Service & Distribution..... 33

 4.2 Lighting Fixtures and Lighting Control 34

 4.3 Emergency Standby Systems..... 35

 4.4 Fire and Life Safety Systems 35

 4.5 Low Voltage and Security Systems 35

 4.6 Miscellaneous..... 36

 4.7 Recommendations 37

PART 1 - GENERAL

The Mojave Desert Air Quality Management Building is a single story commercial office space located at 14036 Park Ave, Victorville, CA. The building was originally built in 1999 as a spec office building, that was converted by the AQMD for their use during construction. The building contains rooftop cooling units with single zone averaging thermostats. There is currently PV located on the roof.



The site visit occurred on 10/23/2019 and was an inspection of the MEP systems in conjunction with Roebelen Construction and Caryatid team.

1.1 Study Purpose and Approach

This report represents AlfaTech's Facility Condition Assessment findings for the mechanical, electrical and plumbing and fire protection systems that support the MDAQMD headquarters site in Victorville, California. AlfaTech completed a due diligence survey of the existing systems and equipment associated with these systems to determine conditions, prioritize deficiencies and make recommendations for remediation.

Our survey included a visual inspection of the following systems:

- Lighting - Safety
- Health/Fire/Life Safety Systems - Emergency egress lighting
- Heating, Ventilation, and Air Conditioning
- Plumbing Systems
- Building Electrical and Service Distribution
- Solar Array
- Site Electrical and Service Distribution, Site Lighting
- Fire Suppression
- Special Electrical Systems and Emergency Power
- Water, sanitary, and storm sewers

We also reviewed:

- Existing MEP/FP systems reports and maintenance operations logs
- Original construction documents for Mechanical, Electrical, Plumbing and Fire Protection drawings
- Existing electrical distribution board capacity compared to utilization
- Plans for future building PV systems

PART 2 - MECHANICAL SYSTEMS

2.1 Rooftop Units

Manufacture and Model Number	Serial Number	Year Manufactured	Capacity	Condition
Carrier 38YCC030	4298e22386	1998	2-1/2 tons	Exceeds ASHRAE recommended service life
Carrier 50TJQ007	2199G20028	1999	6 tons	Exceeds ASHRAE recommended service life
Carrier 48TJD005	4299G20801	1999	4 tons	Exceeds ASHRAE recommended service life
York D1NH024N05606C	(S)NLLM118367	2002	2 tons	Exceeds ASHRAE recommended service life
Carrier 48TJD007	1199G21281	1999	6 tons	Exceeds ASHRAE recommended service life
Carrier 48TJD005	4299G0796	1999	4 tons	Exceeds ASHRAE recommended service life
Carrier 48TJE004	0398G26539	1998	3 tons	Exceeds ASHRAE recommended service life
Carrier 48TJE008	4599G30027	1999	7-1/2 tons	Exceeds ASHRAE recommended service life
Carrier 48TJD007	1199G21260	1999	6 tons	Exceeds ASHRAE recommended service life
Carrier 48TJD012	3399G31124	1999	10 tons	Exceeds ASHRAE recommended service life
Fujitsu AOU36CLX	EBN016596	2001	3 tons	Exceeds ASHRAE recommended service life

The mechanical system for the building consists of single zone constant volume electric heat Rooftop Units located on the building roof. These units are connected to an over head air distribution system. Each system is a stand alone system and supplies cooling and ventilation to each space. Each restroom has a standalone exhaust fan that is directly vented to the roof.

2.2 Recommendations

Based on the field survey, we have made the following recommendations. The recommendations are intended to be standalone, and may have overlapping requirements. Exact design and equipment sizing requirements will be confirmed dependent upon the acceptance of recommendations, as the acceptance of different recommendations will effect the sizing of equipment.

A. Recommendation 1: Replace Rooftop Units

The mechanical systems are in generally good condition. However, all of these units used R-22 refrigerants, which are due to be phased out for use in California due to their high global warming potential. The ASHRAE recommended lifespan of a rooftop mechanical system is 15 years.

The replacement of the mechanical systems will involve the removal of the existing Rooftop Units and the installation of new Rooftop Units on the existing roof curbs, utilizing existing duct connections where possible. New units shall be sized to match the existing unit capacity, as they will utilize the existing utility connections. A roof loading study will be required to determine if the existing roof structure can support the weight of the new units as replacement units with non-CFC refrigerants are generally heavier.

B. Recommendation 2: Thermal Zones

The installation of a zonal system within the office spaces. The current system treats each system as a single thermal zone, with no method of modulating cooling flow or capacity to different spaces. There are no provisions for perimeter/interior separation of the mechanical system within the space, this causes thermal comfort issues as perimeter and interior spaces have different cooling and heating cycles due.

The installation of a zonal system involves the installation of VAV boxes that can modulate flow within the space. These VAV boxes are tied to thermostats located within the space. Zones shall be as follows: adjacent enclosed offices on the same exposure (up to 3), corner offices with multiple exposures and interior spaces up to 750 square feet per zone.

C. Recommendation 3: Dedicated Mechanical System for the Civic Space

A single RTU is currently serving the civic space, conference rooms and the training room. It is recommended that a dedicated unit be provided for this space separate from the conference and training rooms. The civic space and its adjacent conference rooms operate on significantly different schedules, as the civic space is primarily occupied after hours and the conference and training rooms are occupied during regular office hours. The separation of these systems will allow for more efficient operations of the building, as the unused portions of the building can be shut down when not required. This will also increase the life span of the units, as there will be less cycling of the units at low part loads and less hours of operation.

D. Recommendation 4: IT Room Relief

The IT room is currently cooled by the RTU serving the adjacent space with a backup split DX system. The room currently lacks a return diffuser, which leads to supply duct pressurization issues when the room is being cooled by the RTU. The installation of a return diffuser will allow the supply air system to function properly. The return air diffuser shall be an open path to the return plenum in the adjacent space.

E. Recommendation 5: 24hr Cooling System for the Air Measuring Equipment Room

There is currently no dedicated cooling system in the Air Measuring Equipment room. As the equipment in this room runs outside of the normal building operating hours, the rooftop unit serving this portion of the building is forced to run 24 hours. A dedicated system for the equipment room will allow the RTU to be shut off, conserving energy by only cooling the equipment room.

F. Recommendation 6: Exhaust System for the Break Room Stove

There is currently a gas stove in the break room that does not have an exhaust system. The exhaust range is a re-circulating type as part of the microwave. This is a code violation, as gas burning equipment requires an exhaust flue connecting directly to the exterior.

Recommend the installation of a 'residential' type exhaust hood over the gas stove with gooseneck termination on the roof above.

PART 3 - PLUMBING SYSTEMS

The plumbing systems for the building consists of two domestic cold water loops (one above the ceiling, one below the floor slab), a gas system and sanitation system. There was formally a central domestic water system, however this has been replaced with a distributed system of insta-hot water heaters. As such, the domestic hot water distribution has been converted into a second domestic cold water system. The gas system serves a gas stove in the break room and roof top mechanical equipment.

3.1 Recommendations

A. Recommendation 1: ADA Water Fountain

There is currently a single water fountain in the lobby that is installed a regular height. A second one at a lower height should be provided for ADA compliance. The connections appear to be present and capped.

B. Recommendation 2: Insta-Hot at all Faucets

Currently not all faucets within the restrooms have hot water. This can be alleviated by the installation of insta-hot water heaters at all faucets.

C. Recommendation 3: Low Flow/Automatic Faucets

The water fixtures within the restrooms are currently manually operating faucets. Water use can be reduced through the use of automatic sensor based water fixtures. Current codes call for water fixtures with lower flow rates. This is not a code violation as the building is grandfathered under its permitted code.

D. Recommendation 4: Low Flow Water Closets and Urinals

Current codes call for water closets and urinals with lower flow rates. This is not a code violation as the building is grandfathered under its permitted code. However, water usage per flush could be reduced through the installation of low flow water closets and waterless urinals.

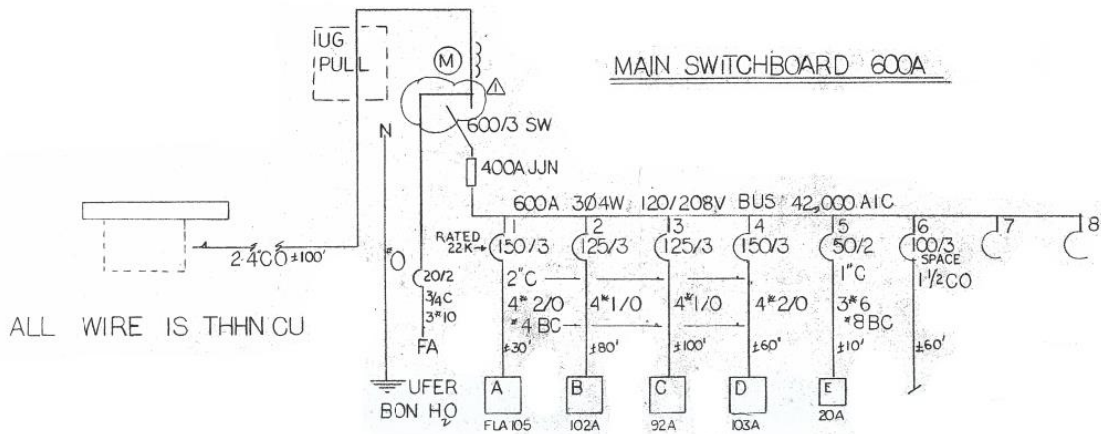
PART 4 - ELECTRICAL SYSTEMS

4.1 Electrical Service & Distribution

The building has a 600A 208/120V, 3 phase-4 wire incoming service from the local utility company. This service is provided through an underground transformer vault located in the south west corner of the north parking lot. The service comes into the designated electrical room in the north end of the building.



The main service has a single utility meter and is distributed via five branch distribution panels feeding various parts of the building with overcurrent protection circuit breakers ranging from 50A to 150A all three phase breakers.



The conditions of the main switchboard and subsequent branch panel boards are in fairly good conditions and currently do not require any improvements.



Several of the branch panel boards do have minimal spare spaces for additional branch circuit breakers. However, it was noted that the system as a whole does not have adequate space capacity for any future improvement. Per the As Built drawings, on paper there should be adequate spare capacity, however, it is believed that the spare capacity has been used up over the years for additional loads such as Car chargers.

A request was put in for a minimum 7-day meter reading to ascertain the actual power consumption and space capacity if any.

Further assessment and review of the Billing cycles over the past 12 months revealed that the building is using less than 50% of the utility power available to them. The most usage were recorded in the summer months of June and July for very short periods lasting less than 15 minutes. These spikes times happened in the mornings between 7:30 am to 8:45am. This is believed to be caused by the cooling systems coming on in the hot summer heat.

What is not yet clear at this time is how much of the power usage comes from utility and the contribution from the PV system. As noted in the PV section of this report, a further assessment of that the system needs to be conducted to ascertain various factors including the current generation and contribution from the PV system.

Recommendation to improve the electrical distribution system and maximize the available power capacity requires a consolidation of the existing branch panels into a new distribution board that will be fed from the main switch board. This new board will have several spare capacity for additional panels to be added. The existing breakers in the main switchboard will be removed and they will be relocated or re-fed from the new Distribution board.

4.2 Lighting Fixtures and Lighting Control

The building has adequate lighting for both interior and exterior. The lighting fixtures are in good condition. Considering the age of the building however, it is noted that the Lighting fixtures and control system, even though in good working condition, no longer meets the current National and California Electrical Codes and CA Title 24 requirements. Though not required, changing the fixtures and control system to meet current code requirements will bring down the cost of lighting considerably. There are several companies that specialize in converting old lighting system to LED. Once such company is Toggled (www.toggled.com).

One of these types of companies can carry out a further in-depth assessment to break down the cost associated with such a retrofit, the timeline, payback and duration.



4.3 Emergency Standby Systems

The building currently does not have an emergency standby power system. This is not an urgent need however, and is at the discretion of the owner and its operations. Based on the operational needs of the agency and distributed nature of the testing stations, the agency's statutes allows for individual monitoring station to go down for short periods of time.

Based on this we are not recommending the immediate need for a generator.

4.4 Fire and Life Safety Systems

The building has an adequate Fire and Life Safety system that meets the code requirements. The system is in good condition.



4.5 Low Voltage and Security Systems

The building has a server room with a 20KVA UPS system that serves the IT needs. There is a dedicated sub panel in the IDF that serves the load plus a service from the main electrical room for the UPS.

There are security cameras in the exterior of the building and a few in the public spaces. There is no Access control (Card Readers) provided in the building, nor in the exterior for the parking lots.



4.6 Miscellaneous

The building has a PV system with the Solar Panel arrays housed on the roof of the building. The panels are in good condition however, they will near the end of their life cycle in the next 5-10 years. The support infrastructure of the PV system will need to be upgraded soon, unless the entire system will be completely overhauled.

It will be beneficial to employ the services of a PV specialist to carry out further assessment on the current system. In the meantime, a record of the electrical bills prior to the installation of the PV system and subsequent records over the years can give a glimpse of the contribution of the PV power generation, in the absence of the PV system data.



Conference rooms do not have floor outlets. Thus, when in use, device wires are plugged into receptacles on the wall and create a hazard.

4.7 Recommendations

Add a new sub Distribution Panel “DP” (400A) to be fed from the main Switchboard. Refeed existing branch panels from these new DP. New DP shall be sized with sufficient and spare circuit breaker spaces to allow for the addition of new Panels in the future.

Acquire the services of an LED retrofitting specialist for a robust assessment of the lighting system.

Acquire the services of a PV specialist. Confirm the life cycle of the PV panels and give recommendations.

We also recommend providing Access control both for the employees and the general public.

F B Roofing Company

13812 Adams Street
Oak Hills, CA 92344
(760) 669-5820

Background

FB Roofing inspected MDAQMD's roof on 10-23-2019 as part of the Roebbelen engineering team performing a comprehensive facility condition assessment. The roof is original to the building and was installed circa 1999.

Current Roof System

4-ply built-up asphalt roof:

- 1-25# base sheet
- 2-ply @11#
- 1-ply 75# white mineral cap sheet

This roof was considered a 20-year warranty roof when it was installed and it is now past its useful life. In the intervening years, roofing technology has advanced and the roofing industry has downgraded this roof system to a 10-year warranty roof.

Conditions

There are multiple instances where crickets at equipment curbs are not sufficient to provide positive slope to drains. This is a particular problem, at the air monitoring equipment site. The roof shows evidence of splitting at outside corners at many of the equipment positions. The pre-fabricated roof pitch pockets at the solar array have provided good protection and positive slope to drains. There are areas that show evidence of ponding at low spots as well as buckling of the roof materials due to temperature differentials. Minor patching and added flashing have been done throughout the roof's life to address leaks.

Recommendation

A full roof replacement is recommended with the roofing industry's current 20-year warranty, 5-ply + coating solution.

5-ply built-up asphalt roof:

- 1-25# base sheet
- 3 layers of Ply 6 (15# sheets)
- 1-ply 72# white mineral cap sheet
- Coating

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Alternate

There is an alternate solution that can be considered which would add a silicone coating and leave the solar array and mechanical equipment in place. This solution is considered a 10-year solution. Pros to this solution is the ability to avoid clearing the roof of equipment and less expense than a full replacement. Cons include cost and longevity of the solution. The estimated cost of coating vs. full roof replacement would represent 10-15% savings over a full replacement. The silicone coating is more expensive than the coating used in the full replacement. Other corrections to promote better slopes would still need to be accomplished. This solution is better than a patch and not as effective as a full replacement. The manufacturer's suggest this is a 10-year solution, however, the material and application is fairly new and has not yet been proven.

Typical Conditions



Certified Access Specialist

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On November 23, 2019, CASp PRO...Principle Robert Martinez AIA, CASp, CASI conducted a field survey of the Mojave Desert Air Quality Management District (MDAQMD). The purpose of the visit was to identify accessibility components that are not compliant with the Americans Disability Act (ADA) and/or the California Building Code (CBC) and further identify an approach to correct deficiencies. While the requirements of the CBC only apply to facilities that are proposing construction, the ADA requires that facilities “remove architectural barriers that are readily achievable”. In this report we are identifying barriers noted and found on the exterior as well as the interior. Facility management can determine cost of barriers and correct those that are readily achievable.

Recommendations:

Based on the level of non-compliance, it is advisable that an “Accessibility Cure Plan” be provided and submitted to the City of Victorville for plan review. We suggest that the Cure Plan be prepared for phased implementation based on the readily achievable determination. However, in the order of maximum accessibility for the public and staff we would identify the priorities as follows:

Priority 1:

- 1A. Exterior POT
- 1B. Accessible Parking
- 1C. Public Counters
- 1D. Public Restrooms
- 1E. Access to Public Chamber
- 1F. Access to EV Charging Stations

Priority 2:

- 2A. Staff Lounge
- 2B. Staff Restrooms
- 2C. Misc Staff Counters
- 2D. East Hallway.
- 2F. Westerly “Exit Only”.

The following exhibits reflect the findings of the field visit, however during the Cure Plan process, it is recommended that the facility engage CASp PRO...to consult with the design professional to review this report and approach to correct items noted herein.

Certified Access Specialist

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Index

- I.** Accessibility Field Inspection and Report Findings
- II.** Picture Key Plans – Site and Floor Plans
- III.** Picture Exhibits

Certified Access Specialist

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Accessibility Field Inspection and Report Findings:

Exterior:

- I. Path of Travel (POT) from Park Ave:
 - A. Public Sidewalk exceeds 2% Cross Slope. Ex-1 Pic A2
 - B. Lack of ramp from Public Sidewalk. Ex-1 Pic 1
 - C. Cross slopes of walkway from Public Sidewalk to Front Entry Doors exceeds maximum of 2%. Ex1 Pic B1, Ex-2 Pic B2 & B3
 - D. Barriers crossing walkway, e.g., drain piping. Ex-2 Pic B4, Ex-3 Pic B5

- II. Driveways (North and South) and Path of Travel across Driveways:
 - A. Lack of driveway tow-away signs. Ex-5 Pic D2, Ex-9 Pic J1
 - B. POT lacks Truncated Domes. Ex-4 Pic D1
 - C. Non-compliant slopes along POT. Ex-5 Pic D3
 - D. Non-compliant landings and transition to Public Sidewalk Ex-5 Pic D3, Ex-6 Pic D4

- III. South Accessible Parking and EV Charging Stations to Front Entry Doors:
 - A. Non-compliant slopes at parking spaces. Exceed 2% in some areas. Ex-4 Pic C3, Ex-7 Pic E1, E2 & E3
 - B. Non-compliant ramp from parking areas to walkway. Ex-7 Pic E1, Ex-8 Pic E4
 - C. Non-compliant signage. Ex-7 Pic E1
 - D. Non-compliant walkway slopes.

- IV. North Employee Entry/Exit and POT to Trash Enclosure:
 - A. Non-compliant landing slope. Ex-9 Pic K1, Ex-10 Pic K2-K4
 - B. No POT to Trash Enclosure. Ex-11 Pic K5 & K6
 - C. Non-compliant Trash Enclosure. Ex-11 Pic K6
 - D. West Exit Door non-compliant landing. Ex-12 Pic L2&L3

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Interior:

- V. Common Areas and Public Counter:
 - A. Non-compliant Counter Height. Ex-13 Pic A1&A2
 - B. Requires two drinking fountains: One for persons with standing disabilities and a Second for persons in wheelchairs. Ex-13 Pic A3
 - C. Public Chambers shall have ramps that meet code requirements. Transitions from ramp to floors do not meet code. Ex-16 Pic A1-A3

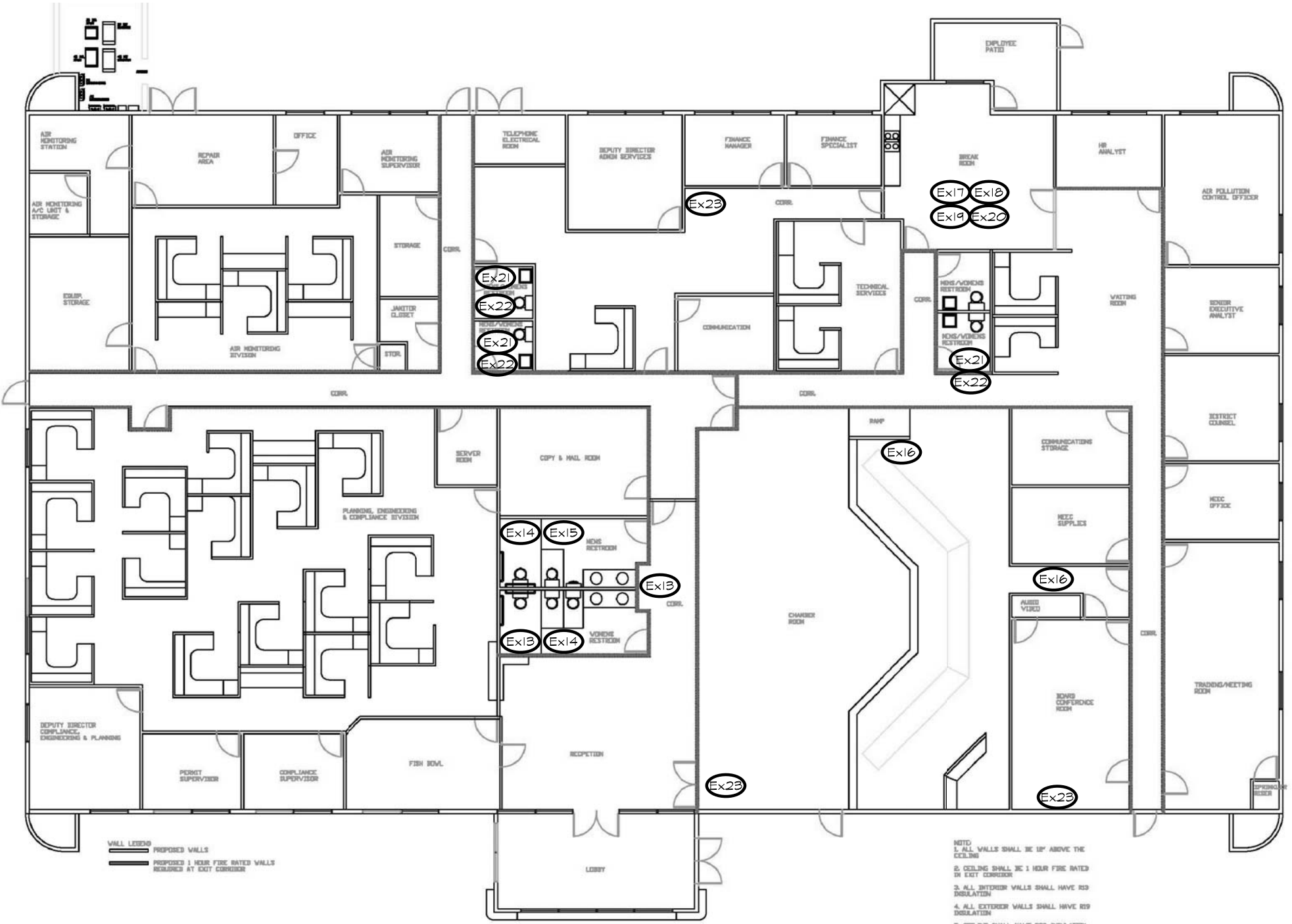
- VI. Men's and Women's Public Restrooms and Unisex Restrooms:
 - A. Both restrooms. Remove furniture (cabinets). They impede on POT. Ex-14 Pic A2
 - B. Each restroom shall have at least One compliant lavatory. Currently the lavatories do not meet distance requirements from adjacent wall to center of lavatory. Restroom accessories shall be removed and replaced to meet code requirements. Ex-22 Pic A2&A3
 - C. Toilet flush handles shall be on the open side of the toilets. Ex-14 Pic A1
 - D. The Men's restroom door shall be removed and replaced to allow code required strike edge distances. Ex-15 Pic A1
 - E. The Restrooms are non-compliant due to the dimension of the toilet wall being less than 60". This issue would require major modifications to the unisex restrooms therefore it is not recommended to modify at this time.

- VII. Staff Lounge:
 - A. Counters shall be removed and replaced at code required heights. Ex-17 Pic A1, Ex-18 Pic A4
 - B. Knee Space is required under the sink. Ex-17 Pic A2
 - C. There shall be at least one micro wave required to be located on the general counter height. Ex-19 Pic C1, Ex-20 Pic E2
 - D. The refrigerator shall be located at least 12" from adjacent wall. Ex-17 Pic A3
 - E. The bar top shall have at least one area that is lowered to code required height. Said lowered counter shall be 30" long min. Ex-19 Pic C1&C2
 - F. Barriers shall be removed from door clearance areas (to leave an 18" door strike edge distance). Ex-20 Pic E1
 - G. Door shall be removed and replaced to allow for code required strike edge distance. Ex-18 Pic B1&B2
 - H. Door to patio shall have a threshold that complies with ½ max hgt. requirement.

Certified Access Specialist

Robert Martinez, AIA, CASp, CASI
15487 Seneca Rd., Suite 203
Victorville, CA 92392

- VIII. Misc.and Staff Areas (Typical for all):
 - A. All staff counters shall have a maximum height of 34". Ex-23 Pic A1&A2
 - B. East staff Hallway does not meet minimum width of 48".



Exterior

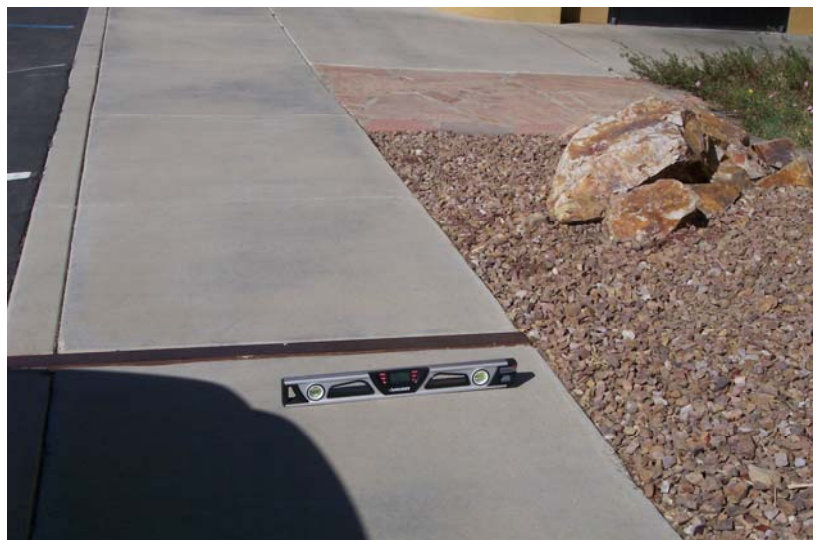
A1. POT from Park Ave



A2. POT Slope at Public Sidewalk



B1. POT from Park Ave - Slope and Barriers 1



Exterior

B2. POT from Park Ave to Front Door 1



B3. POT from Park Ave Cross Slope



B4. POT from Park Ave Barriers



Exterior

B5. POT from Park Ave
Irregularities



C1. POT from South
Accessible Parking
Sidewalk to Front Door



C2. POT from South
Accessible Parking
Sidewalk Slope to Front
Door

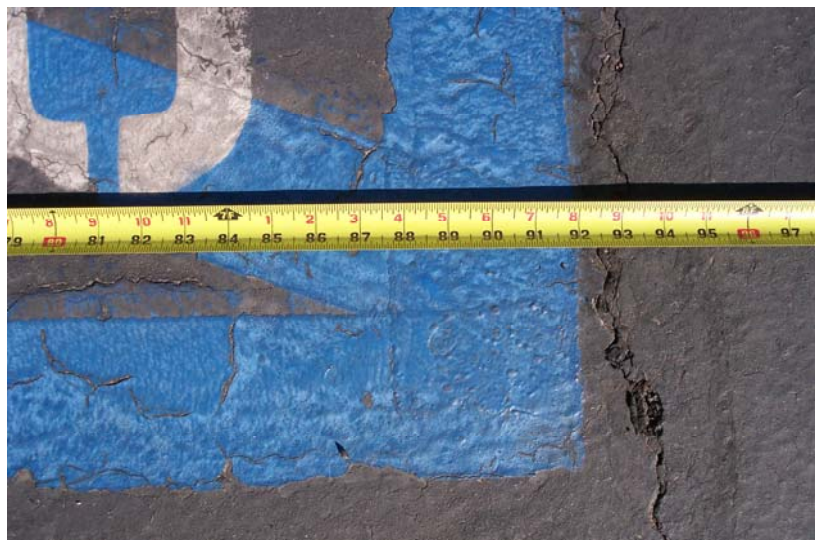


Exterior

C3. South Accessible
Parking Load Zone



C4. South Accessible
Parking Load Zone
Deficient Dimension



D1. South Driveway POT



Exterior

D2. South Driveway-Signage and POT



D3. South Driveway POT (2)



D3. South Driveway POT Barriers



Exterior

D4. South Driveway POT
Paving Deficiencies



D4. South Driveway POT
Slope 1



D4. South Driveway POT
Slope 2



Exterior

E1. South Accessible
Parking Stalls



E2. South Accessible
Parking Stall - Slope
Deficiencies



E3. South Accessible
Parking Stall Slope



Exterior

E4. South Accessible
Parking Stall Ramp



F1. South EV Charging
Station Encroachment



G1. Unused Ramp



Exterior

H1. Front Door Accessible Label



J1. North Driveway and POT



K1. Employee Exit Door



Exterior

K2. Employee Exit Door Landing



K3. Rear Exit to North Parking Trash Enclosure



K4. Rear Exit POT Slope at Door



Exterior

K5. POT to Trash Enclosure



K6. Trash Enclosure



L1. West Exit Door



Exterior

L2. West Exit Door Landing



L3. West Exit Door Landing
Dimension



Common

A1. Reception Counter



A2. Reception Counter Dim



A3. Reception Drinking Fountain



Public Women's

A1. Women's Restroom
Toilet Handle



A2. Women's Restroom
Furniture Barrier

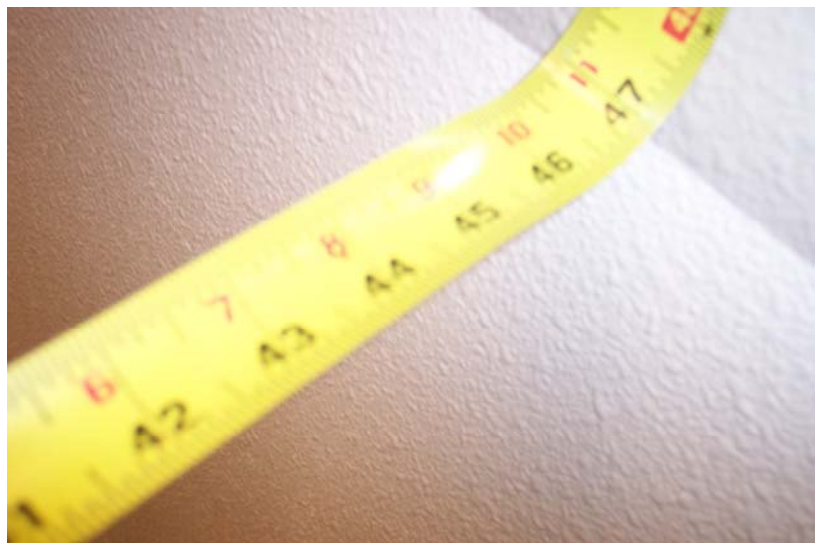


Public Men's

A1. Men's Restroom Door Strike Dimension



A2. Men's Restroom Door Strike



B1. Men's Restroom Urinal



Public Hearing Room

A1. Chamber Ramp



A2. Chamber Ramp Transition



A3. Chamber Ramp Handrails



Break room

A1. Employee Lounge
Over-All



A2. Employee Lounge Sink
Cabinet



A3. Employee Lounge
Refrigerator



Break room

A4. Employee Lounge Counter Height



B1. Employee Lounge Door Encroachment



B2. Employee Lounge Door Dim



Break room

C1. Employee Lounge
Bar Top



C2. Employee Lounge
Bar Top Height



D1. Micro Wave



Break room

E1. Exit Door Barriers



E2. Employee Lounge Micro Wave



Unisex East Restrooms #5

A1. Unisex East Toilet
Handle



Unisex Center Restrooms #3

A1. Unisex Restroom Barrier



A2. Unisex Lavatory Dim



A3. Unisex Lavatory



Misc Casework

A1. Misc. Casework



A2. Misc. Casework Height



Capital Plan Summary

Program	Scope Items	Planning Base Budget* (\$M)	Factored Planning Budget* (\$M)
1	Site Improvements	\$ 3.30	\$2.60
2	Roof Reseal and HVAC Units	\$ 1.20	\$0.90
3	(Future) ADA, LED, HVAC Zones & Enhancements	\$ 1.20	\$1.00
Total Program Budget		\$ 5.70	\$ 4.50

*** Budget Estimating**

1) Planning Base Budget: Estimates represent rough order of magnitude for conceptual, pre-design, scopes of work. Costs are based on Roebbelen's historic project benchmark data. Labor costs embedded in the hard costs are per prevailing wage. Soft costs are estimated as a percentage of the hard costs and include bonding, permits and design.

2) Factored Planning Budget: An additional 30% factor has been applied to cover scope uncertainty at pre-design, potential for specialty studies/consultants and escalation.

3) The delta between the **Planning Base Budget** and the **Factored Planning Budget** represent a range for budget costs.

4) Estimates represent stand-alone work items. Some items may overlap with other items.

Program Summaries with Budget

Program	Item No.	Uniformat ID	Description	Deficiency	Recommendation	Project Scoring	Program Scoring	Planning Base Budget	Factored Planning Budget (30%)	Estimate Basis
1	18	G2020	PARKING LOTS	Non-compliant path of travel (POT) & deteriorated surface	Parking lot upgrade and modification to achieve ADA compliant POT (repaving and resloping)	55	65	\$ 200,000	\$ 275,000	Each parking lot is approximately 70'x220' totaling to 31K sf of parking area. Estimates are based on approximately \$12/SF for asphalt paving and approximately \$18/SF for concrete paving and flatwork. Costs include assumption for regrading as required. For detailed scope specifics please refer to the ADA report.
	19	G3030	PEDESTRIAN PAVING	Non ADA compliant sidewalks, ramps, curbs and landings	Regrade, rework and repave concrete pedestrian sidewalks, curbs and ramps to allow for code compliant POT	55		\$ 80,000	\$ 105,000	
	25	G4020	EXTERIOR LIGHTING	Lighting levels are sub-optimal for security and not energy efficient	Augment site lighting and replace with energy efficient solution	80		\$ 200,000	\$ 240,000	12 new parking lot light posts. Height for light poles can range from 12' to 35'. The spacing depends on the mounting height, the higher the fixture the fewer the poles. The assumption is that poles will be 20 ft high and 44' ft spaced, which results in the 6 poles per parking lot and 12 for two and gives 20k-30k lumens that is acceptable lumens for parking lot. Cost \$16K/pole.
	27	G2020	PARKING LOTS	There is no perimeter access security for the employee parking lot.	Add a fence and gate to provide access security for employee parking lot.	67		\$ 250,000	\$ 320,000	400 linear feet of fence and gate to enclose north parking lot. Budget assumes 400 LF of 6" high commercial metal fencing. Unit cost is \$350/linear ft = \$175K. 2 gates with controllers @ 25K each = \$50K and 2 card readers with pedestal @ \$15K each = \$30K Totaling \$255K.
	32	G2040	SITE DEVELOPMENT	Needs Refresh	Patio	27				Allowance included in overall program budget. Detailed design is to be developed in next phase of the project.
	29	G2050	LANDSCAPING	Minimal landscaping at entry	Landscape	20				Allowance included in overall program budget. Detailed design is to be developed in next phase of the project.
	12-B	D5010	ELECTRICAL SERVICE & DISTRIBUTION	Though current 600 amp service is adequate, there are no spare circuit spaces on the branch electrical panels for future improvements	Rework and rewire electrical distribution and add branch panels to provide additional circuit spaces for future improvements.	52		\$ 550,000	\$ 720,000	Priorities and ability to phase work is to be developed during design phase. Rewiring and /or rework of the distribution panels will be required to accommodate new electrical loads. Budget assumes replacement of 5 distribution panels, addition 2 distribution panels and rewiring all panels.
	14	D5030	COMMUNICATION & SECURITY SYSTEMS	Inadequate security controls	Access control provision	50		\$ 200,000	\$ 270,000	Assumption is 20 entry points with new door hardware, rework/replace door frames if needed as a raceway, card readers, electrical and low voltage cabling. Assumed unit cost of \$10K/each entrance.
	28	G2020	PARKING LOTS	Energy Investments	Parking Sunshades with PV	50		\$ 750,000	\$ 1,360,000	Parking Sunshades with PV providing cover for 20 cars. Assum 5 canopies. Each canopy is a typical commercial parking canopy structure of 800sf (@\$200/SF), covering 4 stalls. Unit cost \$150K /each. Addition of PV Panels for each canopy an additional \$50K/canopy. 5 non-PV canopies @ approximately \$750K. Base budget for 5 canopies with PV @ approximately \$1M
SITE IMPROVEMENTS								\$ 2,632,000	\$ 3,290,000	

*** Budget Estimating**

1) **Planning Base Budget:** Estimates represent rough order of magnitude for conceptual, pre-design, scopes of work. Costs are based on Roebelen's historic project benchmark data. Labor costs embedded in the hard costs are per prevailing wage. Soft costs are estimated as a percentage of the hard costs and include bonding, permits and design.

2) **Factored Planning Budget:** An additional 30% factor has been applied to cover scope uncertainty at pre-design, potential for specialty studies/consultants and escalation.

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Program Summaries with Budget

Program	Item No.	Uniformat ID	Description	Deficiency	Recommendation	Project Scoring	Program Scoring	Planning Base Budget*	Factored Planning Budget (30%)*	Estimate Basis
1	16-B	D5090	ELECTRICAL SYSTEMS	Panels are nearing end of life and will need replacement in 5-10 yrs.	Initiate PV study to quantify remaining asset life and to implement replacement in future years	35	61			Approx. 600 PV panels, 120KW of generation capacity. Roof is assumed to accommodate up to 633, 200-watt panels, installed unit cost of \$2,300 for an approximate total of \$1.4M inclusive of inverters. A detailed PV study during design will evaluate options to install new PV on the roof and/or consideration of adding PV to sun-shades in the parking lot.
	1	D3050	TERMINAL & PACKAGE UNITS	Rooftop HVAC units are end of life, refrigerants are being phased out	Replace rooftop mechanical units	65		\$ 480,000	\$ 600,000	11 Rooftop units of 54 ton total capacity. The best value recommendations for phased implementation of Capital Renewal will be developed during the detailed design phase.
	2	D3050	TERMINAL & PACKAGE UNITS	Council Chamber and adjacent conference rooms served by one HVAC unit. Energy inefficiency.	Dedicated Mechanical system for Council Chamber space	45		\$ 216,000	\$ 270,000	1-10 ton Rooftop unit: Budget assumes this work as a stand alone work and doesn't assume other RTUs being replaced or engineered. Estimate assumes a single 10-ton unit @ \$50K, new plumbing drain, new roof curb and structural assessment and engineering for a new RTU location.
	17-B	B3010	ROOF COVERING & OPENINGS	Roof is past expected life and exhibits failures, cracks, low spots and insufficient slopes to drains.	Add Silicon coating to delay full roof replacement for 5 years	60		\$ 250,000	\$ 300,000	Per District's comments, the roof repair option using applied sealant (5 year solution) has been included in the capital plan in lieu of a total roof replacement. \$250K hard cost includes reworking some areas to improve slopes to drains.
	4	D3040	HVAC DISTRIBUTION SYSTEMS	Supply and return inadequate in IT Room	IT Room Relief by installing a return diffuser	47		\$ 24,000	\$ 30,000	Assumes 50 foot duct extension
ROOF RENOVATIONS AND HVAC ROOFTOP UNITS								\$ 960,000	\$ 1,200,000	

*** Budget Estimating**

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Program Summaries with Budget

Program	Item No.	Uniformat ID	Description	Deficiency	Recommendation for Future Considerations	Project Scoring	Program Scoring	Planning Base Budget	Factored Planning Budget (30%)	Comments	
3	7A, 8, 9, 10 & 20	D2010	PLUMBING FIXTURES	Water fountain height not ADA compliant, water inefficience, no hot water in all restrooms	Installation of ADA height water fountain in the lobby, installation fo low flow/ automatic insta hot faucets & water closets & urinals. Relocate fixtures to ADA heights and clearances. Remove movable cabinets and reverse door swing.	43	47			Program 3: Work for Future Consideration	
	7B, 22 & 23	E2010	FIXED FURNISHINGS	Non ADA Compliant employee lounge, council chamber and reception area	Employee lounge: Swap door swing and replace cabinets and counters to meet ADA height, modify counter height and width in the reception area & replace ramp transition and fabricate new railings for ADA compliance	52				Program 3: Work for Future Consideration	
	6	D3040	HVAC DISTRIBUTION SYSTEMS	No exhaust from gas stove in the breakroom is a code violation.	Replace gas stove with electric stove.	52				Program 3: Work for Future Consideration	
	26	C1030	FITTINGS / SPECIALTIES	Original appliances in the employee breakroom	Upgrade Appliances	35				Program 3: Work for Future Consideration	
	30 & 31	C3010 & G3020	WALL FINISHES	Needs Refresh	Paint & carpet	20				Program 3: Work for Future Consideration	
	13-A	D5020	LIGHTING & BRANCH WIRING	Energy inefficient lighting	General interior lighting: Changing the fixtures and the controls system to bring down the cost of lighting considerably due to reduced energy consumption	60			\$ 350,000	\$ 420,000	Per District Comments, Item moved to Program 3: Work for Future Consideration Budget assumes lighting design and replacement cost/ sf. Approx. \$18/sf
	3	D3040	HVAC DISTRIBUTION SYSTEMS	Thermal comfort issues. Minimal ability to control temps in zones	Installation of HVAC Zone system within the office space involves the installation of VAV boxes that can modulate within the space and are tied to the thermostats located in the space. This will allow controlling the cooling flow or capacity to different spaces.	45			\$ 250,000	\$ 300,000	Per District Comments, Item moved to Program 3: Work for Future Consideration Budget assumes, 12 new VAVs each @ \$21K each which includes new controls, electrical work removal of old ceiling and installation
	24	D5010	ELECTRICAL SERVICE & DISTRIBUTION	Energy Investments	Extra EV chargers	65			\$ 350,000	\$ 480,000	Per District Comments, Item moved to Program 3: Work for Future Consideration Budget assumes 16 new, (Level 3) Fast chargers
ADA INTERIOR COMPLIANCE, WATER EFFICIENCY AND GENERAL ENHANCEMENTS (for future consideration)											

*** Budget Estimating**

1) **Planning Base Budget:** Estimates represent rough order of magnitude for conceptual, pre-design, scopes of work. Costs are based on Roebelen's historic project benchmark data. Labor costs embedded in the hard costs are per prevailing wage. Soft costs are estimated as a percentage of the hard costs and include bonding, permits and design.

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The following page(s) contain the backup material for Agenda Item: Set Date of September 23, 2024 to conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically the Rescission of South Coast Air Quality Management District (SCAQMD) Rule 481 – Spray Coating Operations as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District (MDAQMD) and to acknowledge that it has been replaced by various SIP approved and SIP pending rules that are effective throughout the MDAQMD’s jurisdiction. Presenter: Chris Anderson, Planning and Air Monitoring Supervisor I.
Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #7

DATE: August 26, 2024

RECOMMENDATION: Set Date of September 23, 2024 to conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically the Rescission of South Coast Air Quality Management District (SCAQMD) Rule 481 – *Spray Coating Operations* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District (MDAQMD) and to acknowledge that it has been replaced by various SIP approved and SIP pending rules that are effective throughout the MDAQMD’s jurisdiction.

SUMMARY: The May 5th, 1978 version of SCAQMD 481 remained in the SIP despite subsequent submission and approval of various MDAQMD rules which are for the entire jurisdiction, including the Blythe/Palo Verde Valley area in Riverside County. These rules all provide requirements commensurate with those set forth in SCAQMD Rule 481. This action will officially request that the May 5th, 1978 version of SCAQMD 481 be officially removed from the Riverside County portion of the MDAQMD.

CONFLICT OF INTEREST: None

BACKGROUND: In the late 1950s, air pollution control in the entire County of San Bernardino was governed by the San Bernardino County Air Pollution Control District (SBCAPCD – Full County District). Given the regional nature of the air pollution problem in Southern California the Boards of Supervisors of Los Angeles, Orange, Riverside and San Bernardino counties entered into a Joint Powers Authority (JPA) agreement on July 1, 1975 to form the Southern California Air Pollution Control District (SoCalAPCD), a short-lived regional agency. The South Coast Air Quality Management District (SCAQMD) was formed effective February 1, 1977, with only those areas of San Bernardino County located within the South Coast Air Basin (SCAB), primarily the San Bernardino Valley, included in SCAQMD’s jurisdiction.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #7

PAGE 2

Non-SCAB areas were presumed to revert to county districts despite the fact that the SoCalAPCD had not yet been dissolved. Based upon this presumption, CARB adopted a rulebook for the non-SCAB areas of Los Angeles, Riverside and San Bernardino counties via Executive Order G-73.

On October 7, 1977 the SCAQMD would initially adopt Rule 481 – *Spray Coating Operations*. As this adoption occurred prior to the effective date of the Riverside County “opt in” this version was not effective at the time in the non-SCAB areas of Riverside County. At the end of 1977, the non-SCAB areas of Riverside County (The Riverside County Air Pollution Control District) opted in to SCAQMD. CARB submitted a resolution as a SIP revision to replace all the Riverside County rules with SCAQMD rules in the SIP.

On December 2, 1977 the SCAQMD would amend 481, this version of the rule was effective in all of Riverside County. The SCAQMD would further amend Rule 481 on May 5th, 1978. A few years later, on January 21st 1981 USEPA approved the May 5th, 1978 version of SCAQMD Rule 481 into the SIP (46 FR 5965, 1/21/1981; 45 FR 21271, 4/1/1980). ***This is the version of SCAQMD Rule 481 in the SIP for the Blythe/Palo Verde Valley area of Riverside County.*** SBCAPCD would republish the entire rulebook July 1, 1986. There was no rule specifically for Spray Coating Operations in this rulebook.

On July 1, 1993, the SBCAPCD became, pursuant to statute, the autonomous agency known as the Mojave Desert Air Quality Management District (MDAQMD) acquiring both the SBCAPCD-Desert District rules and the SIP. MDAQMD reformatted the entire rulebook in December of 1993. Later that year, the MDAQMD reformats the entire rulebook. ***Since there was no equivalent rule in this rulebook, there is no SIP rule for the San Bernardino county portion of the District.*** Utilizing a provision of the MDAQMD’s enabling legislation, Riverside County’s Palo Verde Valley including the City of Blythe left SCAQMD and joined the MDAQMD effective July 1, 1994.

In conclusion, the May 5th, 1978 version of SCAQMD Rule 481 remained in the SIP despite subsequent submission and approval of various MDAQMD rules (includes rules in MDAQMD Regulation I, II, IV, and XI; full list provided in staff report) which are for the entire jurisdiction, including the Blythe/Palo Verde Valley area in Riverside County. These rules all provide requirements commensurate with those set forth in SCAQMD Rule 481. Therefore, the MDAQMD by this action will officially request that the 5/5/1978 version of SCAQMD 481 be officially removed from the Riverside County portion of the MDAQMD.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #7

PAGE 3

A Notice of Exemption, Categorical Exemption (Class 8; 14 Cal. Code Reg. §15308) will be prepared by the MDAQMD for the Rescission of South Coast Air Quality Management District Rule 481 – *Spray Coating Operations* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the MDAQMD pursuant to the requirements of CEQA.

REASON FOR RECOMMENDATION: Health & Safety Code §§40702 and 40703 require the Governing Board to hold a public hearing before adopting rules and regulation.

REVIEW BY OTHERS: This item was reviewed by Chris Anderson, Planning and Air Monitoring Supervisor and by Alan De Salvio, Deputy APCO on or about August 8, 2024.

FINANCIAL DATA: No increase in appropriation is anticipated.

PRESENTER: Chris Anderson, Planning and Air Monitoring Supervisor

The following page(s) contain the backup material for Agenda Item: Set Date of September 23, 2024 to conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically, the rescission of South Coast Air Quality Management District (SCAQMD) Rule 1117 — Emissions of Oxides of Nitrogen from Glass Melting Furnaces, as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District (MDAQMD) in Riverside County) and to acknowledge that it has been replaced by the currently SIP approved MDAQMD Rule 1165 – Glass Melting Furnaces. Presenter: Chris Anderson, Planning and Air Monitoring Supervisor I.

Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #8

PAGE 1

DATE: August 26, 2024

RECOMMENDATION: Set Date of September 23, 2024 to conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically, the rescission of South Coast Air Quality Management District (SCAQMD) Rule 1117 — *Emissions of Oxides of Nitrogen from Glass Melting Furnaces*, as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District (MDAQMD) in Riverside County) and to acknowledge that it has been replaced by the currently SIP approved MDAQMD Rule 1165 – *Glass Melting Furnaces*.

SUMMARY: The proposed SIP cleanup and amendment simply removes SCAQMD Rule 1117 — *Emissions of Oxides of Nitrogen from Glass Melting Furnaces* from the Blythe/Palo Verde Valley portion of the SIP and acknowledge that it has been replaced by the currently SIP approved MDAQMD Rule 1165 – *Glass Melting Furnaces*.

CONFLICT OF INTEREST: None

BACKGROUND: In the late 1950s, air pollution control in the entire County of San Bernardino was governed by the San Bernardino County Air Pollution Control District (SBCAPCD – Full County District). Given the regional nature of the air pollution problem in Southern California the Boards of Supervisors of Los Angeles, Orange, Riverside and San Bernardino counties entered into a Joint Powers Authority (JPA) agreement on July 1, 1975 to form the Southern California Air Pollution Control District (SoCalAPCD), a short-lived regional agency. On February 1, 1977 the SCAQMD was formed, and on April 26, 1977 the SoCalAPCD was terminated (Agmt 77-102 JPA Termination). This termination resulted in the non-SCAB areas of Los Angeles County, Riverside County and San Bernardino County to revert back to their respective county air pollution control districts. On December 1, 1977, Riverside County APCD opted in to join SCAQMD (CARB to EPA Ltr Riv Co Opt in SCAQMD 1980 11 Aug), and on June 9, 1982 the USEPA approved replacing the Riverside APCD rules with the South Coast APCD rules (47 FR 25013, 6/9/1982).

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #8

PAGE 2

On February 5, 1982 the SCAQMD adopted Rule 1117 – *Emissions of Oxides of Nitrogen from Glass Melting Furnaces*, and later amended on January 6, 1984. The 1984 version of SCAQMD Rule 1117 was approved into the SIP on July 12, 1990 (55 FR 28624, 7/12/1990; 52 FR 18402, 5/15/1987).

On July 1, 1993, the SBCAPCD became, pursuant to statute, the autonomous agency known as the Mojave Desert Air Quality Management District (MDAQMD) acquiring both the SBCAPCD rules and SIP (Stats 1992 ch 642 MDAQMD Creation).

The following year, utilizing a provision of the MDAQMD's enabling legislation, Riverside County's Palo Verde Valley including the City of Blythe left SCAQMD and joined the MDAQMD effective July 1, 1994 (Action #1 1994 25 Jul; Riv Co Reso #94-236 on MD Agenda 1994 25 Jul; Minutes Summary 1994 22 Jun; Action #9 1994 23 Feb; Resolution #94-03 1994 23 Feb). As the adoption, submission and approval of this rule was carried over when Riverside County opted into SCAQMD and USEPA replaced the Riverside County SIP with the SCAQMD SIP, but prior to Blythe/Palo Verde Valley joining the MDAQMD, the January 5, 1984 version of SCAQMD Rule 1117 is the version contained in the SIP for the Blythe/Palo Verde Valley Area of the MDAQMD.

The current action is intended as a SIP cleanup, to request that USEPA rescind the SCAQMD 1984 version of Rule 1117 from the SIP for the Palo Verde Valley/Blythe area of Riverside County within the jurisdiction of the MDAQMD and request that the USEPA acknowledge that MDAQMD Rule 1165 – Glass Melting Furnaces replace SCAQMD 1117 in the SIP for the entire MDAQMD.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #8

PAGE 3

A Notice of Exemption, Categorical Exemption (Class 8; 14 Cal. Code Reg. §15308) will be prepared by the MDAQMD for the Rescission of SCAQMD Rule 1117 – *Emissions of Oxides of Nitrogen from Glass Melting Furnaces* as in the SIP for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County.

REASON FOR RECOMMENDATION: Health & Safety Code §§40702 and 40703 require the Governing Board to hold a public hearing before adopting rules and regulation.

REVIEW BY OTHERS: This item was reviewed by Chris Anderson, Planning/Air Monitoring Supervisor I, and by Alan De Salvio, Deputy APCO on or about August 8, 2024.

FINANCIAL DATA: No increase in appropriation is anticipated.

PRESENTER: Chris Anderson, Planning/Air Monitoring Supervisor I

The following page(s) contain the backup material for Agenda Item: Conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically, the rescission of South Coast Air Quality Management District Rule 1148 — Thermally Enhanced Oil Recovery Wells, as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District, a. Open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Make a determination that the California Environmental Quality Act (CEQA) Categorical Exemption applies; f. Waive reading of Resolution; g. Adopt Resolution making appropriate findings, certifying the Notice of Exemption, adopting the Rule and directing staff actions. Presenter: Chris Anderson, Planning and Air Monitoring Supervisor I.
Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #10

DATE: August 26, 2024

RECOMMENDATION: Conduct a public hearing to consider a State Implementation Plan (SIP) Cleanup: Specifically, the rescission of South Coast Air Quality Management District Rule 1148 — *Thermally Enhanced Oil Recovery Wells*, as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District, a. Open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Make a determination that the California Environmental Quality Act (CEQA) Categorical Exemption applies; f. Waive reading of Resolution; g. Adopt Resolution making appropriate findings, certifying the Notice of Exemption, adopting the Rule and directing staff actions.

SUMMARY: The proposed SIP cleanup of SCAQMD Rule 1148 is intended to update the SIP so that the Riverside County portion of the MDAQMD is subject to the same SIP approved rule as the San Bernardino County jurisdictions of the District.

BACKGROUND: In the late 1950s, air pollution control in the entire County of San Bernardino was governed by the San Bernardino County Air Pollution Control District (SBCAPCD – Full County District). Given the regional nature of the air pollution problem in Southern California the Boards of Supervisors of Los Angeles, Orange, Riverside and San Bernardino counties entered into a Joint Powers Authority (JPA) agreement on July 1, 1975 to form the Southern California Air Pollution Control District (SoCalAPCD), a short-lived regional agency. On February 1, 1977 the SCAQMD was formed, and on April 26, 1977 the SoCalAPCD was terminated (Agmt 77-102 JPA Termination). This termination resulted in the non-SCAB areas of Los Angeles County, Riverside County and San Bernardino County to revert back to their respective county air pollution control districts. On December 1, 1977, Riverside County APCD opted in to join SCAQMD (CARB to EPA Ltr Riv Co Opt in SCAQMD 1980 11 Aug), and on June 9, 1982 the USEPA approved replacing the Riverside APCD rules with the South Coast APCD rules (47 FR 25013, 6/9/1982).

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #10

On November 5, 1982 the SCAQMD adopted Rule 1148 – *Thermally Enhanced Oil Recovery Wells*, which was later approved into the SIP on October 19, 1984 (40 FR 41028, 10/19/1984).

On July 1, 1993, the SBCAPCD became, pursuant to statute, the autonomous agency known as the Mojave Desert Air Quality Management District (MDAQMD) acquiring both the SBCAPCD rules and SIP (Stats 1992 ch 642 MDAQMD Creation).

The following year, utilizing a provision of the MDAQMD's enabling legislation, Riverside County's Palo Verde Valley including the City of Blythe left SCAQMD and joined the MDAQMD effective July 1, 1994 (Action #1 1994 25 Jul; Riv Co Reso #94-236 on MD Agenda 1994 25 Jul; Minutes Summary 1994 22 Jun; Action #9 1994 23 Feb; Resolution #94-03 1994 23 Feb). As the adoption, submission and approval of this rule was carried over when Riverside County opted into SCAQMD and USEPA replaced the Riverside County SIP with the SCAQMD SIP, but prior to Blythe/Palo Verde Valley joining the MDAQMD, the November 5, 1982 version of SCAQMD Rule 1148 is the version contained in the SIP for the Blythe/Palo Verde Valley Area of the MDAQMD.

The MDAQMD has no facilities subject to SCAQMD Rule 1148 - *Thermally Enhanced Oil Recovery Wells*, nor are there any Control Techniques Guidelines (CTGs) or Alternative Control Techniques (ACTs) for the source category.

The current action is intended as a SIP cleanup, to request that USEPA rescind the SCAQMD 1982 version of Rule 1148 from the SIP for the Palo Verde Valley/Blythe area of Riverside County within the jurisdiction of the MDAQMD. There is no analogous rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the district as there are no sources covered by this rule in that area of the district. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD. In addition, the MDAQMD is covered by other provisions like New Source Performance Standards (NSPS), National Emission Standards for Hazardous Air Pollutants (NESHAPS), Maximum Achievable Control Technology (MACT) or Best Available Control Technology (BACT) via New Source Review (NSR).

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #10

A Notice of Exemption, Categorical Exemption (Class 8; 14 Cal. Code Reg. §15308) will be prepared by the MDAQMD for the State Implementation Plan Cleanup: Rescission of SCAQMD Rule 1148 - *Thermally Enhanced Oil Recovery Wells*, as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District in Riverside County.

REASON FOR RECOMMENDATION: Health & Safety Code §§40702 and 40703 require the Governing Board to hold a public hearing before adopting rules and regulation.

REVIEW BY OTHERS: This item was reviewed by Chris Anderson, Planning/Air Monitoring Supervisor I, and Alan De Salvio, Deputy APCO, on or about July 29, 2024.

FINANCIAL DATA: No increase in appropriation is anticipated.

PRESENTER: Chris Anderson, Planning/Air Monitoring Supervisor I.

RESOLUTION NO. 24-_____

1 **A RESOLUTION OF THE GOVERNING BOARD OF THE MOJAVE DESERT**
2 **AIR QUALITY MANAGEMENT DISTRICT MAKING FINDINGS, CERTIFYING**
3 **THE NOTICE OF EXEMPTION, ADOPTING A STATE IMPLEMENTATION PLAN**
4 **CLEAN UP: RESCINDING OF SOUTH COAST AIR QUALITY MANAGEMENT**
5 **DISTRICT RULE 1148 - *THERMALLY ENHANCED OIL RECOVERY WELLS*, AS IT**
6 **APPEARS IN THE SIP FOR THE BLYTHE/PALO VERDE VALLEY PORTION OF**
7 **THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT. AND**
8 **DIRECTING STAFF ACTIONS.**

9 On August 26, 2024 on motion by Member _____, seconded by
10 Member _____, and carried, the following resolution is adopted:

11 **WHEREAS**, the Mojave Desert Air Quality Management District (MDAQMD) has
12 authority pursuant to California Health and Safety Code (H & S Code) §§40702, 40725-40728
13 to adopt, amend or repeal rules and regulations; and

14 **WHEREAS**, the MDAQMD is proposing to adopt a State Implementation Plan Clean
15 Up: Rescinding SCAQMD Rules 1148 – *Thermally Enhanced Oil Recovery Wells*, as it
16 appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality
17 Management District; and

18 **WHEREAS**, in the late 1950s, air pollution control in the entire County of San
19 Bernardino was governed by the San Bernardino County Air Pollution Control District
20 (SBCAPCD – Full County District); and

21 **WHEREAS**, given the regional nature of the air pollution problem in Southern
22 California the Boards of Supervisors of Los Angeles, Orange, Riverside and San Bernardino
23 counties entered into a Joint Powers Authority (JPA) agreement on July 1, 1975 to form the
24 Southern California Air Pollution Control District (SoCalAPCD), a short-lived regional
25 agency; and

26 **WHEREAS**, on February 1, 1977 the SCAQMD was formed, and on April 26, 1977
27 the SoCalAPCD was terminated (Agmt 77-102 JPA Termination); and

28 **WHEREAS**, this termination resulted in the non-SCAB areas of Los Angeles County,
Riverside County and San Bernardino County to revert back to their respective county air
pollution control districts; and

//

RESOLUTION NO. 24-_____

1 //

2 **WHEREAS**, on December 1, 1977, Riverside County APCD opted in to join SCAQMD
3 (CARB to EPA Ltr Riv Co Opt in SCAQMD 1980 11 Aug), and on June 9, 1982 the USEPA
4 approved replacing the Riverside APCD rules with the South Coast APCD rules (47 FR
5 25013, 6/9/1982); and

6 **WHEREAS**, on November 5, 1982 the SCAQMD adopted Rule 1148 – *Thermally*
7 *Enhanced Oil Recovery Wells*, which was later approved into the SIP on October 19, 1984 (40
8 FR 41028, 10/19/1984); and

9 **WHEREAS**, on July 1, 1993, the SBCAPCD became, pursuant to statute, the
10 autonomous agency known as the Mojave Desert Air Quality Management District
11 (MDAQMD) acquiring both the SBCAPCD rules and SIP (Stats 1992 ch 642 MDAQMD
12 Creation); and

13 **WHEREAS**, the following year, utilizing a provision of the MDAQMD’s enabling
14 legislation, Riverside County’s Palo Verde Valley including the City of Blythe left SCAQMD
15 and joined the MDAQMD effective July 1, 1994 (Action #1 1994 25 Jul; Riv Co Reso #94-
16 236 on MD Agenda 1994 25 Jul; Minutes Summary 1994 22 Jun; Action #9 1994 23 Feb;
17 Resolution #94-03 1994 23 Feb); and

18 **WHEREAS**, as the adoption, submission and approval of this rule was carried over
19 when Riverside County opted into SCAQMD and USEPA replaced the Riverside County SIP
20 with the SCAQMD SIP, but prior to Blythe/Palo Verde Valley joining the MDAQMD, the
21 November 5, 1982 version of SCAQMD Rule 1148 is the version contained in the SIP for the
22 Blythe/Palo Verde Valley Area of the MDAQMD; and

23 **WHEREAS**, the MDAQMD has no facilities subject to SCAQMD Rule 1148 -
24 *Thermally Enhanced Oil Recovery Wells*, nor are there any Control Techniques Guidelines
25 (CTGs) or Alternative Control Techniques (ACTs) for the source category; and

26 **WHEREAS**, the current action is intended as a SIP cleanup, to request that USEPA
27 rescind the SCAQMD 1982 version of Rule 1148 from the SIP for the Palo Verde
28 Valley/Blythe area of Riverside County within the jurisdiction of the MDAQMD; and

RESOLUTION NO. 24-_____

1 //

2 **WHEREAS**, there is no analogous rule in either the MDAQMD rule book or the SIP
3 for the San Bernardino County portion of the district as there are no sources covered by this
4 rule in that area of the district; and

5 **WHEREAS**, there are also no facilities covered by this rule located in the Blythe/Palo
6 Verde Valley area of the MDAQMD; and

7 **WHEREAS**, in addition, the MDAQMD is covered by other provisions like New
8 Source Performance Standards (NSPS), National Emission Standards for Hazardous Air
9 Pollutants (NESHAPS), Maximum Achievable Control Technology (MACT) or Best
10 Available Control Technology (BACT) via New Source Review (NSR); and

11 **WHEREAS**, a Notice of Exemption, a Categorical Exemption (Class 8, 14 CCR
12 §15308) for the proposed rescission of SCAQMD Rule 1148 as it appears in the SIP for the
13 Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County, completed in
14 compliance with the California Environmental Quality Act (CEQA), has been presented to the
15 MDAQMD Board; each member having reviewed, considered and approved the information
16 contained therein prior to acting on the proposed actions, and the MDAQMD Board having
17 determined that the proposed actions will not have any potential for resulting in any adverse
18 impact upon the environment; and

19 **WHEREAS**, the Board has considered the evidence presented at the public hearing;
20 and

21 **NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the
22 MDAQMD finds that the proposed adoption of a State Implementation Plan Clean Up:
23 Rescinding SCAQMD Rule 1148 - *Thermally Enhanced Oil Recovery Wells* as it appears in
24 the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality
25 Management District in Riverside County, is necessary, authorized, clear, consistent, non-
26 duplicative and properly referenced; and

27 //

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RESOLUTION NO. 24-_____

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2 **BE IT FURTHER RESOLVED**, that the Governing Board of the MDAQMD hereby
3 makes a finding that the Class 8 Categorical Exemption (14 CCR §15308) applies and certifies
4 the Notice of Exemption for the proposed adoption of a State Implementation Plan Clean Up:
5 Rescinding SCAQMD Rule 1148 - *Thermally Enhanced Oil Recovery Wells*, as it appears in
6 the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality
7 Management District in Riverside County; and

8 **BE IT FURTHER RESOLVED**, that the Board of the MDAQMD does hereby adopt,
9 pursuant to the authority granted by law, the proposed State Implementation Plan Clean Up:
10 Rescinding SCAQMD Rule 1148 - *Thermally Enhanced Oil Recovery Wells* as it appears in
11 the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality
12 Management District in Riverside County; and

13 **BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately
14 upon adoption, and that the Senior Executive Analyst – Confidential is directed to file the
15 Notice of Exemption in compliance with the provisions of CEQA.

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RESOLUTION NO. 24-_____

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2 **PASSED, APPROVED and ADOPTED** by the Governing Board of the Mojave Desert Air
3 Quality Management District by the following vote:

4 **AYES:** **MEMBER:**

5 **NOES:** **MEMBER:**

6 **ABSENT:** **MEMBER:**

7 **ABSTAIN:** **MEMBER:**

8)

9 STATE OF CALIFORNIA)

10) **SS:**

11 COUNTY OF SAN BERNARDINO)

12)

13 I, Deanna Hernandez, Senior Executive Analyst – Confidential of the Mojave Desert
14 Air Quality Management District, hereby certify the foregoing to be a full, true and correct
15 copy of the record of the action as the same appears in the Official Minutes of said Governing
Board at its meeting of August 26, 2024.

16 _____, Senior Executive Analyst – Confidential
17 Mojave Desert Air Quality Management District

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Draft

Staff Report

State Implementation Plan Cleanup:

Specifically, the Rescission of South Coast Air Quality Management District Rule 1148 – *Thermally Enhanced Oil Recovery Wells* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District

To be heard by the
Mojave Desert AQMD Governing Board
on **August 26, 2024**

**Mojave Desert
Air Quality
Management District**

14306 Park Avenue
Victorville, CA 92392-2310
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**STAFF REPORT
TABLE OF CONTENTS**

SIP Cleanup: South Coast Rule 1148 – *Thermally Enhanced Oil Recovery Wells*

- I. PURPOSE OF STAFF REPORT 1
- II. EXECUTIVE SUMMARY 1
- III. STAFF RECOMMENDATION 2
- IV. LEGAL REQUIREMENTS CHECKLIST 3
- V. DISCUSSION OF LEGAL REQUIREMENTS 4
 - A. REQUIRED ELEMENTS/FINDINGS..... 4
 - 1. State Findings Required for Adoption of Rules & Regulations 4
 - a. Necessity 4
 - b. Authority 4
 - c. Clarity 4
 - d. Consistency 4
 - e. Nonduplication..... 5
 - f. Reference 5
 - g. Public Notice & Comment, Public Hearing..... 5
 - 2. Federal Elements (SIP Submittals, Other Federal Submittals)..... 5
 - a. Satisfaction of Underlying Federal Requirements 5
 - b. Public Notice and Comment 6
 - c. Availability of Document 6
 - d. Notice to Specified Entities 6
 - e. Public Hearing 6
 - f. Legal Authority to Adopt and Implement 6
 - g. Applicable State Laws and Regulations Were Followed..... 6
 - B. WRITTEN ANALYSIS OF EXISTING REQUIREMENTS 7
 - C. ECONOMIC ANALYSIS 7
 - 1. General..... 7
 - 2. Incremental Cost Effectiveness 7
 - D. ENVIRONMENTAL ANALYSIS (CEQA)..... 7
 - E. SUPPLEMENTAL ENVIRONMENTAL ANALYSIS 8
 - 1. Potential Environmental Impacts..... 8
 - 2. Mitigation of Impacts 8
 - 3. Alternative Methods of Compliance..... 8
 - F. PUBLIC REVIEW 8
- VI. TECHNICAL DISCUSSION 8
 - A. SOURCE DESCRIPTION 8
 - B. EMISSIONS 8
 - C. CONTROL REQUIREMENTS..... 8
 - D. PROPOSED RULE SUMMARY 9
 - E. ENVIRONMENTAL JUSTICE ANALYSIS..... 9
 - F. SIP HISTORY 9
 - 1. SIP History 10
 - 2. SIP Analysis 15

Appendix A - SIP Version 1
Appendix B - Public Notice Documents..... 1
Appendix C - Public Comments and Responses..... 1
Appendix D - California Environmental Quality Act Documentation 1
Appendix E - Bibliography..... 1

List of Acronyms

ACT	Alternative Control Techniques
AQCR	Air Quality Control Region
BACT	Best Available Control Technology
BARCT	Best Available Retrofit Control Technology
CARB	California Air Resources Board
CCAA	California Clean Air Act
CEQA	California Environmental Quality Act
CTG	Control Techniques Guidelines
FCAA	Federal Clean Air Act
H&S Code	California Health & Safety Code
JPA	Joint Powers Agreement
MACT	Maximum Achievable Control Technology
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
NESHAPS	National Emission Standards for Hazardous Air Pollutants
NOx	Oxides of Nitrogen
NSPS	New Source Performance Standards
NSR	New Source Review
SBCAPCD	San Bernardino County Air Pollution Control District
SCAB	South Coast Air Basin
SCAQMD	South Coast Air Quality Management District
SIP	State Implementation Plan
SoCalAPCD	Southern California Air Pollution Control District
SOx	Oxides of Sulfur
USEPA	U.S. Environmental Protection Agency
VOC	Volatile Organic Compounds

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STAFF REPORT
State Implementation Plan Cleanup:
SCAQMD Rule 1148 — *Thermally Enhanced Oil Recovery Wells*

I. PURPOSE OF STAFF REPORT

A staff report serves several discrete purposes. Its primary purpose is to provide a summary and background material to the members of the Governing Board. This allows the members of the Governing Board to be fully informed before making any required decision. It also provides the documentation necessary for the Governing Board to make any findings, which are required by law to be made prior to the approval or adoption of a document. In addition, a staff report ensures that the correct procedures and proper documentation for approval or adoption of a document have been performed. Finally, the staff report provides evidence for defense against legal challenges regarding the propriety of the approval or adoption of the document.

II. EXECUTIVE SUMMARY

In the late 1950s, air pollution control in the entire County of San Bernardino was governed by the San Bernardino County Air Pollution Control District (SBCAPCD – Full County District). Given the regional nature of the air pollution problem in Southern California the Boards of Supervisors of Los Angeles, Orange, Riverside and San Bernardino counties entered into a Joint Powers Authority (JPA) agreement on July 1, 1975 to form the Southern California Air Pollution Control District (SoCalAPCD), a short-lived regional agency. On February 1, 1977 the SCAQMD was formed, and on April 26, 1977 the SoCalAPCD was terminated (Agmt 77-102 JPA Termination). This termination resulted in the non-SCAB areas of Los Angeles County, Riverside County and San Bernardino County to revert back to their respective county air pollution control districts. On December 1, 1977, Riverside County APCD opted in to join SCAQMD (CARB to EPA Ltr Riv Co Opt in SCAQMD 1980 11 Aug), and on June 9, 1982 the USEPA approved replacing the Riverside APCD rules with the South Coast APCD rules (47 FR 25013, 6/9/1982).

On November 5, 1982 the SCAQMD adopted Rule 1148 – *Thermally Enhanced Oil Recovery Wells*, which was later approved into the SIP on October 19, 1984 (40 FR 41028, 10/19/1984).

On July 1, 1993, the SBCAPCD became, pursuant to statute, the autonomous agency known as the Mojave Desert Air Quality Management District (MDAQMD) acquiring both the SBCAPCD rules and SIP (Stats 1992 ch 642 MDAQMD Creation).

The following year, utilizing a provision of the MDAQMD's enabling legislation, Riverside County's Palo Verde Valley including the City of Blythe left SCAQMD and joined the MDAQMD effective July 1, 1994 (Action #1 1994 25 Jul; Riv Co Reso #94-236 on MD Agenda 1994 25 Jul; Minutes Summary 1994 22 Jun; Action #9 1994 23 Feb; Resolution #94-03 1994 23 Feb). As the adoption, submission and approval of this rule was carried over when Riverside County opted into SCAQMD and USEPA replaced the Riverside County SIP with the SCAQMD SIP, but prior to Blythe/Palo Verde Valley joining the MDAQMD, the November 5, 1982

version of SCAQMD Rule 1148 is the version contained in the SIP for the Blythe/Palo Verde Valley Area of the MDAQMD.

The MDAQMD has no facilities subject to SCAQMD Rule 1148 - *Thermally Enhanced Oil Recovery Wells*, nor are there any Control Techniques Guidelines (CTGs) or Alternative Control Techniques (ACTs) for the source category.

The current action is intended as a SIP cleanup, to request that USEPA rescind the SCAQMD 1982 version of Rule 1148 from the SIP for the Palo Verde Valley/Blythe area of Riverside County within the jurisdiction of the MDAQMD. There is no analogous rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the district as there are no sources covered by this rule in that area of the district. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD. In addition, the MDAQMD is covered by other provisions like New Source Performance Standards (NSPS), National Emission Standards for Hazardous Air Pollutants (NESHAPS), Maximum Achievable Control Technology (MACT) or Best Available Control Technology (BACT) via New Source Review (NSR).

III. STAFF RECOMMENDATION

Staff recommends that the Governing Board of the MDAQMD rescind the SCAQMD Rule 1148 – *Thermally Enhanced Oil Recovery Wells* in the SIP for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County; and approve the appropriate California Environmental Quality Act (CEQA) documentation. As there are no source categories in the MDAQMD subject to SCAQMD Rule 1148, this rescission is necessary to eliminate an inapplicable rule and to create consistency within all areas of the MDAQMD jurisdiction.

IV. LEGAL REQUIREMENTS CHECKLIST

The findings and analysis as indicated below are required for the proposed SIP cleanup consisting of rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County. Each item is discussed, if applicable, in Section V. Copies of related documents are included in the appropriate appendices.

FINDINGS REQUIRED FOR RULES & REGULATIONS:

- X Necessity
- X Authority
- X Clarity
- X Consistency
- X Nonduplication
- X Reference
- X Public Notice & Comment
- X Public Hearing

REQUIREMENTS FOR STATE IMPLEMENTATION PLAN SUBMISSION (SIP):

- X Public Notice & Comment
- X Availability of Document
- X Notice to Specified Entities (State, Air Districts, USEPA, Other States)
- X Public Hearing
- X Legal Authority to adopt and implement the document.
- X Applicable State laws and regulations were followed.

ELEMENTS OF A FEDERAL SUBMISSION:

- N/A Elements as set forth in applicable Federal law or regulations.

CALIFORNIA ENVIRONMENTAL QUALITY ACT REQUIREMENTS (CEQA):

- N/A Ministerial Action
- X Exemption
- N/A Negative Declaration
- N/A Environmental Impact Report
- N/A Appropriate findings, if necessary.
- X Public Notice & Comment

SUPPLEMENTAL ENVIRONMENTAL ANALYSIS (RULES & REGULATIONS ONLY):

- X Environmental impacts of compliance.
- X Mitigation of impacts.
- X Alternative methods of compliance.

OTHER:

- X Written analysis of existing air pollution control requirements
- X Economic Analysis
- X Public Review

V. DISCUSSION OF LEGAL REQUIREMENTS

A. REQUIRED ELEMENTS/FINDINGS

This section discusses the State of California statutory requirements that apply to the proposed SIP cleanup consisting of the rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County. The MDAQMD jurisdiction is also covered by other provisions like NSPS, NESHAPS, MACT, or BACT via NSR. This proposed amendment simply rescinds SCAQMD Rule 1148 in a procedurally correct manner.

1. State Findings Required for Adoption of Rules & Regulations:

Before adopting, amending, rescinding or repealing a rule or regulation, the District Governing Board is required to make findings of necessity, authority, clarity, consistency, non-duplication, and reference based upon relevant information presented at the hearing. The information below is provided to assist the Board in making these findings.

a. Necessity:

The proposed SIP rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County. This action is necessary so that Blythe and the Palo Verde Valley are subject to the same set of MDAQMD rules as the rest of the District. This proposed amendment simply rescinds the outdated and non-relevant SCAQMD Rule 1148 from the Riverside County portion of the MDAQMD.

b. Authority:

The District has the authority pursuant to California Health and Safety Code (H & S Code) §40702 to adopt, amend or repeal rules and regulations.

c. Clarity:

The proposed SIP cleanup consisting of the rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County is clear in that it is written so that the persons subject to the Rule can easily understand its meaning.

d. Consistency:

The proposed SIP cleanup consisting of the rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the

Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County is in harmony with, and not in conflict with or contradictory to any State law or regulation, Federal law or regulation, or court decisions. This action is designed to make the same SIP requirements applicable throughout the entire MDAQMD jurisdiction.

e. Nonduplication:

The proposed SIP cleanup consisting of the rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County does not impose the same requirements as any existing State or Federal law or regulation because the SIP update is to simply make sure that all portions of the MDAQMD are subject to the same proposed MDAMQD SIP rules.

f. Reference:

The District has the authority pursuant to H & S Code §40702 to adopt, amend or repeal rules and regulations.

g. Public Notice & Comment, Public Hearing:

Notice for the public hearing for the proposed SIP cleanup for SCAQMD Rule 1148 was published on July 23, 2024. See Appendix “B” for a copy of the public notice. See Appendix “C” for copies of comments, if any, and District responses.

2. Federal Elements (SIP Submittals, Other Federal Submittals).

Submittals to USEPA are required to include various elements depending upon the type of document submitted and the underlying Federal law that requires the submittal. The information below indicates which elements are required for the proposed SIP cleanup consisting of the rescission SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County and how they were satisfied.

a. Satisfaction of Underlying Federal Requirements:

The amendments to the SIP for SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* are subject to all the requirements for a State Implementation Plan (SIP) submittal because the 1982 version of the SCAQMD Rule 1148 is currently included in the SIP for the Riverside County portion of the MDAQMD. This action would rescind the SCAQMD Rule 1148 from the Blythe/Palo Verde Valley. The criteria for determining

completeness of SIP submissions are set forth in 40 CFR Part 51, Appendix V, 2.0.

b. Public Notice and Comment:

Notice of the public hearing for the proposed SIP cleanup consisting of the rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County was published on July 23, 2024. See Appendix “B” for a copy of the public notice. See Appendix “C” for copies of comments, if any, and District responses.

c. Availability of Document:

Copies of the proposed SIP cleanup consisting of the rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County and the accompanying draft staff report was made available to the public on July 17, 2024.

d. Notice to Specified Entities:

Copies of the proposed SIP cleanup consisting of the rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County and the accompanying draft staff report were sent to all affected agencies. The proposed amendments were sent to the California Air Resources Board (CARB) and U.S. Environmental Protection Agency (USEPA) on July 17, 2024.

e. Public Hearing:

A public hearing to consider the proposed SIP cleanup consisting of the rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County is set for August 26, 2024.

f. Legal Authority to Adopt and Implement:

The District has the authority pursuant to H&S Code §40702 to adopt, amend, or repeal rules and regulations and to do such acts as may be necessary or proper to execute the duties imposed upon the District.

g. Applicable State Laws and Regulations Were Followed:

Public notice and hearing procedures pursuant to H&S Code §§40725-40728 have been followed. See Section (V)(A)(1) above for compliance with state findings required pursuant to H&S Code §40727. See Section (V)(B) below for compliance with the required analysis of existing requirements pursuant to H&S Code §40727.2. See Section (V)(C) for compliance with economic analysis requirements pursuant to H&S Code §40920.6. See Section (V)(D) below for compliance with provisions of the CEQA.

B. WRITTEN ANALYSIS OF EXISTING REQUIREMENTS

H & S Code §40727.2 requires air districts to prepare a written analysis of all existing federal air pollution control requirements that apply to the same equipment or source type as the rule proposed for modification by the district. This proposed SIP cleanup consisting of the rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County, is necessary to make sure that the entire jurisdiction of MDAQMD is subject to the same set of SIP approved rules.

C. ECONOMIC ANALYSIS

1. General

This proposed SIP amendment simply rescinds SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* from this SIP in the Blythe/Palo Verde Valley portion of the MDAQMD, so that the entire MDAQMD jurisdiction is subject to the same set of MDAQMD rules. We do not have any facilities that are subject to this rule, so no economic impacts are anticipated.

2. Incremental Cost Effectiveness

Pursuant to H&S Code §40920.6, incremental cost effectiveness calculations are required for rules and regulations which are adopted or amended to meet the California Clean Air Act (CCAA) requirements for Best Available Retrofit Control Technology (BARCT) or “all feasible measures” to control volatile compounds (VOCs), oxides of nitrogen (NO_x) or oxides of sulfur (SO_x). Since this proposed action simply rescinds SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells*, since there are no facilities subject to the rule, costs to implement this rule action will not change.

D. ENVIRONMENTAL ANALYSIS (CEQA)

Through the process described below the appropriate CEQA process for the proposed SIP cleanup consisting of the rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County was determined:

1. The proposed SIP update for the rescission of SCAQMD Rule 1148 meets the CEQA definition of “project”. They are not “ministerial” actions.

2. The proposed SIP update for the rescission of SCAQMD Rule 1148 is exempt from CEQA review because there are no facilities subject to this rule in the MDAQMD, therefore this proposed SIP update will not create any adverse impacts to the environment. Copies of the documents relating to CEQA can be found in Appendix “D”.

E. SUPPLEMENTAL ENVIRONMENTAL ANALYSIS

1. Potential Environmental Impacts

The proposed SIP update and for the rescission of SCAQMD Rule 1148 will not have any adverse environmental consequences because there are no facilities subject to the provisions of the rule in the MDAQMD.

2. Mitigation of Impacts

N/A

3. Alternative Methods of Compliance

N/A

F. PUBLIC REVIEW

See Staff Report Section (V)(A)(1)(g) and (2)(b), as well as Appendix “B”

VI. TECHNICAL DISCUSSION

A. SOURCE DESCRIPTION

The MDAQMD does not have any sources that are subject to SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells*.

B. EMISSIONS

No emissions will be impacted by the action, as the MDAQMD does not have any sources that are subject to SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells*.

C. CONTROL REQUIREMENTS

Control requirements will not be impacted by the rescission of this rule, as the MDAQMD does not have any sources that are subject to SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells*.

D. PROPOSED RULE SUMMARY

The MDAQMD does not have any facilities that are subject to SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells*, and therefore requests that USEPA rescind SCAQMD Rule 1148 from the SIP in the Blythe/Palo Verde Valley area of the MDAQMD.

E. ENVIRONMENTAL JUSTICE ANALYSIS

USEPA has recently indicated that submissions should analyze compliance with various Federal non-discrimination laws¹ as well as EPA’s own non-discrimination regulations² and general principles to ensure that actions do not unduly burden already overburdened populations.³

Rescinding a SCAQMD Rule from the SIP does not create regional discrimination, or discrimination on any other basis. The MDAQMD does not have any facilities that are subject to the provisions in this rule, therefore rescinding this rule from the SIP in the Blythe/Palo Verde Valley area of the MDAQMD will not result in discriminatory emission increases.

No group of people will bear a disproportionate share of negative environmental consequences due to the rule rescission. Therefore, there will be no negative environmental consequences for any group of people due to the rule amendments.

In regards to access to all potentially affected persons, since July 1, 2019 the MDAQMD has complied with California AB 434. This law requires compliance with the latest Web Content Accessibility Guidelines (WCAG) to ensure that posted content maintains full accessibility compliance for all persons. WCAG ensures websites and posted contact are certified for compliance and that a contact phone number and contact person are provided for any inquiries on access. This document, the rule, and all related materials will be provided to the public and all interested persons in WCAG compliant format.

The staff report for this SIP action, has been made available to all interested persons through public notice, direct notice, and website postings (including social media). The SIP action will be discussed and acted upon in a properly noticed public hearing, at which people will have an opportunity to participate in the amendment decision, contribute to the decision, and express concerns with the decision (in person, in writing, and in digital form). Accommodation for non or limited English speakers in both materials and meeting participation is available upon request.

F. SIP HISTORY

¹ Specifically, USEPA has identified Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act of 1972 and Title IX of the Education Amendments of 1972 as potential laws of concern.

² 40 CFR Parts 5 and 7.

³ Commonly referred to as Environmental Justice provisions.

1. SIP History.

6/19/1956 – San Bernardino County APCD – full county district (SBCAPCD – full county district) formed (Minutes of San Bernardino County Board of Supervisors, 6/19/1956).

11/6/1961 – SBCAPCD – full county district full rulebook publication. Note: Rules at this point were in #:# format. While there were a number of rules which indirectly dealt with the petroleum and chemical industries⁴ none of them directly dealt with oil wells primarily because there were none located within the jurisdiction of the SBCAPCD at the time.

6/11/1968 – SBCAPCD – full county district full rulebook amended, effective 7/11/1968. Note: Rules still numbered #:#. Similar to the 1961 rulebook a number of rules may have been applicable to the petroleum industry indirectly however there were no rules directly regulating oil wells primarily because there were none located within the jurisdiction of the SBCAPCD at the time.

8/18/1970 – SBCAPCD – full county district full rulebook published. Note: Rules were shifted to primarily 2 digits with a few 3-digit rules. Once again, a number of rules indirectly dealt emissions from the petroleum industry⁵ but none directly regulating oil wells.

2/21/1972 – CARB submits the initial SIP submission to EPA. This set of rules generally includes all the 8/18/1970 Rulebook.

5/31/1972 – EPA adopts initial SIP for California and other states 37 FR 10842, 5/31/1972 (California's Approval is found at pages 10851-10855)

6/30/1972 – CARB submits additional rules as part of the initial SIP submission

9/22/1972 – USEPA approves various rules from the initial SIP submission. (See 37 FR 19812 9/22/1972).

2/13/1973 – SBCAPCD – full county district rulebook published. Rules still mostly 2 digits with a few 3-digit rules. Similar to earlier rulebooks, there were rules applicable to the petroleum industry but none directly regulating oil wells.⁶

⁴ For example, Rules 3:6 – *Dust and Fumes* and 3:7 – *Storage of Petroleum Products* from the 11/6/1961 SBCAPCD Rule Book.

⁵ For example, Rules 56 – *Storage of Petroleum Products*, 59 – *Oil Water Separators*, 61 – *Gasoline loading into Trucks*, 65 – *Gasoline loading into Tanks*, 66 – *Organic Solvents*, and 66.2 – *Disposal of and Evaporation of Solvents* from the 8/18/1970 SBCAPCD Rule Book.

⁶ For example, Rules 56 – *Storage of Petroleum Products*, 59 – *Oil Water Separators*, 61 – *Gasoline loading into Trucks*, 65 – *Gasoline loading into Tanks*, 66 – *Organic Solvents*, 66.2 – *Disposal of and Evaporation of Solvents*, 69 – *Vacuum Producing Devices and Systems* and 70 – *Asphalt Air Blowing* from the 2/13/1973 SBCAPCD Rule Book.

3/31/1975 – SBCAPCD – Full county district rulebook update published. Rules still mostly 2 digits with a few 3-digit rules. There were some rules which were indirectly as well as directly applicable to the petroleum industry however none directly regulating oil wells.⁷

7/1/1975 – Los Angeles, Orange, Riverside and San Bernardino Counties formed the Southern California APCD (SoCalAPCD), a JPA for regional air pollution control (JPA Creating SoCal APCD). All Rules of respective air districts remain in effect for the original area until changed by the SoCalAPCD.

8/2/1976 – CARB submitted various SoCalAPCD Rules as a SIP revision. (See 42 FR 27000, 5/26/1977 and 43 FR 25684, 6/14/1978). There appear to be no rules directly regulating oil wells in this submission.

2/1/1977 – Effective date of legislation (Stats 1976 Ch 324 §5) creating SCAQMD in the South Coast Air Basin (See also H&S Code 40410). County areas outside SCAB could “contract” for air pollution control services in the non-SCAB areas (See former H&S Code 40413). San Bernardino County and Los Angeles County did so. It is unclear whether anything formal existed for Riverside County.

2/1/1977 – CARB via Executive Order G-73 adopts a rulebook (G-73 rulebook) for the non-SCAB areas of Los Angeles, Riverside and San Bernardino County (CARB Ex Order G-73 1977 01 Feb). Once again there were no rules directly regulating oil wells in this rulebook however there were rules both indirectly and directly applicable to the petroleum industry.⁸

4/26/1977 – Effective date of the termination of the SoCalAPCD Joint Powers Agreement (Agmt 77-102 JPA Termination). Legislation creating SCAQMD as it was only effective within the SCAB technically left the SoCalAPCD in the non-SCAB areas of Los Angeles, Riverside and San Bernardino Counties. Per the termination document each non-SCAB area reverted to a county air pollution control district and acquired the applicable portions of the SoCalAPCD rulebook as it existed on that date.

6/6/1977 – CARB submits G-73 rulebook as a SIP revision. (See 42 FR 46554, 9/16/1977 and 43 FR 40011 9/8/1978).

⁷ See, Rules 56 – *Storage of Petroleum Products*, 59 – *Oil Water Separators*, 61 – *Gasoline loading into Trucks*, 65 – *Gasoline loading into Tanks*, 66 – *Organic Solvents*, 66.2 – *Disposal of and Evaporation of Solvents*, 69 – *Vacuum Producing Devices and Systems* and 70 – *Asphalt Air Blowing* from the 3/31/1975 SBCAPCD Rule Book.

⁸ See, Rules 53.1 – *Scavenger Plants (San Bernardino County Only)*, 56 – *Scavenger Plants (Riverside County Only)*, 461 – *Gasoline Transfer and Dispensing*, 462 - *Organic Liquid Loading*, 463 – *Storage of Organic Liquids*, 464 - *Oil Effluent Water Separators*, 465- *Vacuum Producing Devices or Systems*, 466 - *Pumps and Compressors*, 467 – *Safety Pressure Relief Valves*, and 470 – *Asphalt Air Blowing* from the CARB G73 Rulebook 2/1/1977.

7/25/1977 – SBCAPCD readopts, with minor changes, the entire rulebook. There are no rules directly regulating oil wells in this rulebook.⁹

10/1/1977 – Effective date of legislation allowing non-SCAB areas of Los Angeles, Riverside and San Bernardino County to “opt in” to SCAQMD (Stats 1977 Ch 1195 SCAQMD opt in).

12/1/1977 – Effective date of Riverside County Resolution 77-362 that “opted in” to SCAQMD for the non-SCAB areas of Riverside County (CARB to EPA Ltr Riv Co Opt in SCAQMD 1980 11 Aug). There were no rules directly regulating oil wells in place in SCAQMD at this time so none were carried over into the non-SCAB areas of Riverside County.

6/14/1978 – USEPA approves a variety of SoCalAPCD rules into the SIP for air districts located “within the Metropolitan Los Angeles Intrastate AQCR” as defined in 40 CFR 81.17 (43 FR 25684, 6/14/1978). This area appears to be the South Coast Air Basin as defined in 17 CCR 60104. The Federal Register text indicates the limited applicability of the approval however there is no such parallel limitation contained in the CFR.

9/8/1978 – USEPA approves the majority of the G-73 rulebook into the SIP for both Riverside and San Bernardino Counties at 43 FR 40011 9/8/1978. There were no rules directly regulating oil wells in this rulebook.

6/12/1979 – By this date the SBCAPCD was in the process of terminating its contract for air pollution control services with SCAQMD. At that time SCAQMD was refusing to provide historical records (Memo Re SC Records 1979 12 Jun). The only records SCAQMD eventually provided were the actual permits themselves, a copy of the then existent rulebook in Word Perfect format and a small bit of historical permitting information such as engineering evaluations for a minority of facilities.

9/4/1979 – SBCAPCD republishes the entire rulebook. There appear to be few, if any, changes other than reformatting. There were no rules directly regulating oil wells in this rulebook.

8/11/1980 – CARB submits Riverside County Resolution 77-362 as a SIP revision. The intent is that the SCAQMD Rules would replace any Riverside County APCD rules in effect as of 12/1/1977 in both the rulebook and the SIP.

6/9/1982 – USEPA approves at 47 FR 25013, 6/9/1982 the action replacing Riverside County APCD rules with SCAQMD APCD rules in the non-SCAB

⁹ However the following rules regulating portions of the petroleum industry remained in the rulebook: 461 – *Gasoline Transfer and Dispensing*, 462 - *Organic Liquid Loading*, 463 – *Storage of Organic Liquids*, 464 - *Oil Effluent Water Separators*, 465- *Vacuum Producing Devices or Systems*, 466 - *Pumps and Compressors*, 467 – *Safety Pressure Relief Valves*, and 470 – *Asphalt Air Blowing*.

areas of Riverside County. Unfortunately, this notation only occurs in the FR text and no CFR citations are changed. As there were no rules regulating oil wells in place at this time, Riverside County did not gain any rules regarding this category via this action.

11/5/1982 – SCAQMD adopts Rule 1148 – *Thermally Enhanced Oil Recovery Wells*.

10/19/1984 – USEPA approves the 11/5/1982 version of SCAQMD 1148 into the SIP (40 FR 41028, 10/19/1984). **Thus, the 11/5/1982 version of SCAQMD 1148 is the version in the SIP for the Riverside County portion of the MDAQMD.**¹⁰

7/1/1986 – SBCAPCD republishes entire rulebook. There are still no rules directly regulating oil wells in this rule book primarily due to the fact that there is no oil production within the jurisdiction of the SBCAPCD.

11/20/1989 – SBCAPCD republishes entire rulebook. There is still no oil production within the SBCAPCD’s jurisdiction and thus no rules regulating oil wells.

7/1/1993 – effective date of MDAQMD (statutory). MDAQMD assumes all powers, duties and rules of former SBCAPCD - Desert District. (Stats 1992 ch 642 MDAQMD Creation)

12/22/1993 – MDAQMD reformats the entire rulebook. There are no rules regulating oil wells in this rule book.

7/1/1994 – effective date of Blythe/Palo Verde Valley region leaving SCAQMD and becoming part of the MDAQMD. (Action #1 1994 25 Jul; Riv Co Reso #94-236 on MD Agenda 1994 25 Jul; Minutes Summary 1994 22 Jun; Action #9 1994 23 Feb; Resolution #94-03 1994 23 Feb)

10/26/1994 – The MDAQMD adopts a *Federal Negative Declaration for Asphalt Air Blowing*.

12/20/1994 – The MDAQMD’s *Federal Negative Declaration for Asphalt Air Blowing* was submitted as a SIP revision by CARB.

12/21/1994 – The MDAQMD adopts a *Federal Negative Declaration for Vacuum Producing Devices or Systems*.

¹⁰ While SCAQMD has not amended its Rule 1148 since its original adoption it has adopted and amended 2 other rules regulating oil wells. These rules, SCAQMD Rule 1148.1 – *Oil and Gas Production Wells* (adopted 3/5/2004, amended 9/4/2015 and SCAQMD Rule 1148.2 – *Notification and Reporting Requirements for Oil and Gas Wells and Chemical Suppliers* (Adopted 4/15/2013, Amended 9/4/2015 and 2/3/2023), were adopted/amended after the Blythe/Palo Verde Valley area joined the MDAQMD (7/1/1994) and thus are not applicable in that area.

12/29/1994 – The MDAQMD’s *Federal Negative Declaration for Vacuum Producing Devices or Systems* was submitted as a SIP revision by CARB.

9/11/1995 – USEPA approves various Federal Negative Declarations from MDAQMD including *Asphalt Air Blowing* and *Vacuum Producing Devices or Systems* via a direct final rule (60 FR 47074, 9/11/1995; 60 FR 47137 9/11/1995)

1/27/2007 – MDAQMD Adopts Federal Negative Declarations (FNDs) for 44 Source categories¹¹ (Action 14 2007 22 Jan; Resolution 07-07 2007 22 Jan; FND 44 Categories Final SR 2007 06 Mar) officially certifying that there are no such sources within the MDAQMD. These FND’s were effective for the entire jurisdiction of the MDAQMD including the Blythe/Palo Verde Valley. No mention was made regarding removal of SCAQMD Rule 1148 from the SIP in this action.

7/11/2007 – CARB submits the FNDs for 44 Source Categories as a SIP revision to USEPA.

8/23/2010 - MDAQMD adopts FNDs for 3 source categories¹² (Action 5 2010 28 Jun; Action 8 2010 23 Aug; Resolution 10-08 2010 23 Aug; FND 3 Categories Final SR 2010 10 Sep).

10/22/2010 – CARB submits the FNDs for 3 Source Categories as a SIP revision to USEPA.

5/20/2011 – USEPA publishes a Direct Final Rulemaking approving FNDs for 44 Source Categories as adopted 1/22/07 and FNDs for 3 Source Categories as adopted 8/23/2010 (76 FR 29153 5/20/2011; 76 FR 29182 5/20/2011) into the SIP for the entire jurisdiction of the MDAQMD (See also 40 CFR 52.222(a)(1)(vi) and (vii) and TSD Various FNDs 2010 04 Nov). No mention was made regarding removal of Rules 466, 466.1 and 467 in this action.

2/23/2015 – MDAQMD adopts FNDs for 19 Source Categories¹³ (Item #11 2015 26 Jan; Item #8 23 Feb; Resolution 15-03 2015 23 Feb; Final SR FND 19 CTGs 2015 21 May).

¹¹ The 44 FNDs included, but were not limited to, *Petroleum Refining Catalytic Crackers and CO Boilers*, *Process Heaters*, *Vacuum Producing Devices or Systems*, *Leaks from Petroleum Refinery Equipment*, *Process Unit Turnarounds*, and *Equipment Leaks from Natural Gas/Gasoline Processing Plants*. These FNDs, along with others, were based upon Control Techniques Guideline or Alternative Control Technique documents published by USEPA.

¹² These 3 categories included, but were not limited to, *Control of VOC Leaks from Petroleum Refinery Equipment*. These FNDs, along with others, were based upon Control Techniques Guideline or Alternative Control Technique documents as published by USEPA.

¹³ These 19 categories included *Vacuum Producing Devices or Systems*, *Leaks from Petroleum Refinery Equipment*, *Process Unit Turnarounds*, and *Equipment Leaks from Natural Gas/Gasoline Processing Plants*, *Petroleum Refinery Equipment*. These FNDs, along with others, were based upon Control Techniques Guideline or Alternative Control Technique documents as published by USEPA.

3/23/2017 - CARB adopts its Oil and Gas regulation covering emissions of greenhouse gasses as well as leaks (17 Cal. Code Regs. §§95665 et seq.)

11/17/2017 – USEPA publishes a NPRM for a variety of RACT SIP items including the proposed approval of FNDs for 19 Source Categories as adopted 2/23/2015 (82 FR 54309 11/17/2017).

2/11/2018 – CARB submits its Oil and Gas regulation 17 Cal. Code Regs. §§95665 et seq. covering emissions of greenhouse gasses as well as leaks to USEPA as a statewide SIP revision.

2/12/2018 – USEPA publishes final approval of a variety of RACT SIP items including approvals of FNDs for 19 Source Categories (83 FR 5921, 2/12/2018) for the entire jurisdiction of the MDAQMD.

5/12/2022 – USEPA publishes a NPRM Limited approval/Limited disapproval of 17 Cal. Code. Regs. §§95665 et seq. covering emissions of greenhouse gasses as well as leaks from the oil and gas industry (87 FR 29103, 5/12/2022; TSD CARB Oil n Gas Regs 2022 Apr)

9/30/2022 – USEPA publishes a Limited approval/Limited disapproval of 17 Cal. Code Regs. §§95665 et seq covering emissions of greenhouse gasses as well as leaks from the oil and gas industry (87 FR 59314, 9/30/2022)

2. SIP Analysis.

The District will request that CARB submit the proposed SIP rescission of SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* for the Blythe/Palo Verde Valley portion of the MDAQMD in Riverside County. This SIP update is necessary to align the Blythe/Palo Verde Valley portion of the MDAQMD with the rest of the District so that all areas of the District are subject to the same set of MDAQMD rules and regulations.

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Appendix “A”
SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells*
SIP Version

The 1982 version of SCAQMD Rule 1148 has been provided in this appendix so that reviewing the version that is currently in the SIP for the Blythe/Palo Verde Valley portion of the MDAQMD, is easily accessible.

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(Adopted November 5, 1982)

RULE 1148. THERMALLY ENHANCED OIL RECOVERY WELLS

(a) **Definitions**

- (1) **OPERATE** means to perform any activity with or on any crude oil production well including, but not limited to pumping, venting, maintaining, or repairing.
- (2) **REACTIVE ORGANIC GASES (ROG)** means any gaseous chemical compound which contains the element carbon; excluding carbon monoxide, carbon dioxide, carbonic acid, carbonates and metallic carbides; and excluding methane, 1,1,1-trichloroethane, methylene chloride, trifluoromethane and chlorinated-fluorinated hydrocarbons.
- (3) **PRODUCTION ZONE** means a formation or group of formations of oil bearing material beneath the surface of the ground through which steam can travel from a steam injection well to an oil production well.
- (4) **STEAM DRIVE WELL** means any crude oil production well that is completed in the same production zone as is a steam injection well, that is either operated by the person injecting the steam or responding to steam injection under a contractual agreement with the operator of the steam injection well, and that is within a:
 - (A) 250 foot radius of the steam injection well, if the steam injection well is within a 2-1/2 acre or smaller production well pattern; or
 - (B) 350 foot radius of the steam injection well, if the steam injection well is within a production well pattern of 5 acres or smaller but larger than 2-1/2 acres; or
 - (C) 500 foot radius of the steam injection well, if the steam injection well is within a production well pattern larger than 5 acres; or
 - (D) 1,000 foot radius of the steam injection well, if the production well is not in one of the above specified patterns.
- (5) **STEAM INJECTION WELL** is a well into which steam is injected to increase the production of oil from adjacent wells.
- (6) **CYCLIC STEAM WELL** is any producing well in which steam is injected and production resumes after a soaking period.
- (7) **BEING SERVICED** means being maintained, inspected, repaired and/or adjusted.

1148 - 1

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Appendix “B”
Public Notice Documents

1. Proof of Publication – The Sun (San Bernardino County)
published July 23, 2024
2. Proof of Publication – The Press Enterprise (Riverside County)
published July 23, 2024

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The Sun (San Bernardino)
675 E. Carnegie Blvd., Suite 250
San Bernardino, California 92409
(951) 536-3884

0011600473

Mojave Desert Air Quality
Management District
14306 Park Avenue
Victorville, California 92392

**PROOF OF PUBLICATION
(2015.6 C.C.P.)**

**STATE OF CALIFORNIA
County of San Bernardino**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Sun (San Bernardino), a newspaper of general circulation, printed and published in the City of San Bernardino, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of San Bernardino, State of California, under the date of 06/29/1952, Case No. 73064. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement, thereon the following dates, to wit:

07/23/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at San Bernardino, California,

On this 23rd day of July, 2024.

Peggy Thomas

Signature

The Sun (San Bernardino) printer includes the following address: (951) 536-3884

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Governing Board of the Mojave Desert Air Quality Management District (MDAQMD) will conduct a public hearing on August 26, 2024 at 10:30 A.M. to consider the Title 26 Air Transportation Unit (ATU) Clearance actions, specifically the removal of SCAQMD Rules 1148 and 1158 from the Palo Verde Valley/Blythe portion of the District and approval of California Environmental Quality Act (CEQA) documentation.

SAID HEARING will be conducted in the Governing Board Chambers located at the MDAQMD offices, 14306 Park Avenue, Victorville, CA 92392-2510 where all interested persons may be present and be heard. Copies of the proposed SIP Cleanup actions and associated Staff Reports are on file and may be obtained from the Air Executive Analyst at the MDAQMD Offices. Written comments may be submitted to Eric Ramirez, Executive Director/APE of the above office address. Written comments should be received no later than August 23, 2024 to be considered. If you have any questions, you may contact: Bernard Gascot at (951) 245-1661 x4020 or Michela Zumbado at x4756 for further information. Translations are available for \$20/200.

SCAQMD Rule 1148 – Thimbleberry Fumigation Oil Recovery Wells: The 2001989 version of SCAQMD 1148 is currently in the SIP for the Blythe/Palo Verde Valley area of the MDAQMD. There is no applicable rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the District as there are no sources covered by this rule in that area of the District. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD.

SCAQMD Rule 1158 – Storage, Handling and Transport of Petroleum Liquefied Gas: The 1992/1993 version of SCAQMD 1158 is currently in the SIP for the Blythe/Palo Verde Valley area of the MDAQMD. There is no applicable rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the District as there are no sources covered by this rule in that area of the District. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD.

Pursuant to the California Environmental Quality Act (CEQA) the MDAQMD has determined that a Categorical Exemption (Class B - 14 Cal. Code Reg. 41600) applies and has prepared a Notice of Exemption for this action.
The Sun (San Bernardino)
Published: 7/23/24



473 E. Carnegie Drive, Suite 250
 San Bernardino, California 92408
 (009) 386-3864
 legal@s@inlandnews@papers.com

RECEIVED
 MOJAVE DESERT AQMD

JUL 23 2024

CLERK OF THE BOARD
 BY [Signature]

Mojave Desert Air Quality Management District
 14306 Park Avenue
 Victorville, California 92392

Account Number: 5265064
 Ad Order Number: 0011880473
 Customer's Reference/PO Number:
 Publication: The Sun (San Bernardino)
 Publication Dates: 07/23/2024
 Total Amount: \$822.57
 Payment Amount: \$0.00
 Amount Due: \$822.57
 Notice ID: fkj90nKhFI4Xpx1ImS3M
 Invoice Text:

NOTICE OF HEARING NOTICE IS HEREBY GIVEN that the Governing Board of the Mojave Desert Air Quality Management District (MDAQMD) will conduct a public hearing on August 26, 2024 at 10:00 A.M. to consider multiple State Implementation Plan (SIP) Cleanup actions, specifically the removal of SCAQMD Rules 1148 and 1158 from the Palo Verde Valley/Blythe portion of the District and approval of California Environmental Quality Act (CEQA) documentation. SAID HEARING will be conducted in the Governing Board Chambers located at the MDAQMD offices 14306 Park Avenue, Victorville, CA 92392-2310 where all interested persons may be present and be heard. Copies of the proposed SIP Cleanup actions and associated Staff Reports are on file and may be obtained from the Sr. Executive Analyst at the MDAQMD Offices. Written comments may be submitted to Brad Poiriez, Executive Director/APCO at the above office address. Written comments should be received no later than August 23, 2024 to be considered. If you have any questions you may contact Bertrand Gasche at (760) 245-1661 x4020 or Michelle Zunwald at x5758 for further information. Traducción esta disponible por solicitud. SCAQMD Rule 1148 – Thermally Enhanced Oil Recovery Wells: The 11/9/1982 version of SCAQMD 1148 is currently in the SIP for the Blythe/Palo Verde Valley area of the MDAQMD. There is no analogous rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the district as there are no sources covered by this rule in that area of the district. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD. SCAQMD Rule 1158 – Storage, Handling and Transport of Petroleum Cokes: The 12/2/1983 version of SCAQMD 1158

Appendix “C”
Public Comments and Responses

No Comments

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Appendix “D”

California Environmental Quality Act Documentation

1. Draft Notice of Exemption – San Bernardino County
2. Draft Notice of Exemption – Riverside County

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DRAFT NOTICE OF EXEMPTION

TO: County Clerk
San Bernardino County
385 N. Arrowhead, 2nd Floor
San Bernardino, CA 92415

FROM: Mojave Desert
Air Quality Management District
14306 Park Ave
Victorville, CA 92392-2310



X MDAQMD Senior Executive Analyst

PROJECT TITLE: SIP Cleanup Consisting of the Rescission of SCAQMD Rule 1148 – *Thermally Enhanced Oil Recovery Wells*

PROJECT LOCATION – SPECIFIC: San Bernardino County portion of the Mojave Desert Air Basin and Palo Verde Valley portion of Riverside County.

PROJECT LOCATION – COUNTY: San Bernardino and Riverside Counties

DESCRIPTION OF PROJECT: The Mojave Desert Air Quality Management District (MDAQMD) is proposing a SIP cleanup, consisting of the rescission of South Coast Air Quality Management District (SCAQMD) Rule 1148 – *Thermally Enhanced Oil Recovery Wells*. The MDAQMD does not have any sources in the District subject to this rule, and this action ensures that both the Riverside County and San Bernardino County portions of the MDAQMD are subject to the same set of MDAQMD SIP approved rules.

NAME OF PUBLIC AGENCY APPROVING PROJECT: Mojave Desert AQMD

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Mojave Desert AQMD

EXEMPT STATUS (CHECK ONE)

Ministerial (Pub. Res. Code §21080(b)(1); 14 Cal Code Reg. §15268)

Emergency Project (Pub. Res. Code §21080(b)(4); 14 Cal Code Reg. §15269(b))

X Categorical Exemption – Class 8 (14 Cal Code Reg. §15308)

REASONS WHY PROJECT IS EXEMPT: The SIP Cleanup is exempt from CEQA review because the SIP update simply rescinds the 1982 version of the SCAQMD 1148 – *Thermally Enhanced Oil Recovery Wells* from the SIP in the Blythe/Palo Verde Valley portion of the District in Riverside County, as the MDAQMD has no facilities subject to the rule. This action will not create any new emissions or adverse impacts on the environment. Because there are no sources subject to this rule, there is no potential that the rescission might cause the release of additional air contaminants or create any adverse environmental impacts, a Class 8 categorical exemption (14 Cal. Code Reg. §15308) applies.

LEAD AGENCY CONTACT PERSON: Brad Poiriez **PHONE:** (760) 245-1661

SIGNATURE: _____ **TITLE:** Executive Director **DATE:** August 26, 2024

DATE RECEIVED FOR FILING:

DRAFT NOTICE OF EXEMPTION

TO: Clerk/Recorder
Riverside County
3470 12th St.
Riverside, CA 92501

FROM: Mojave Desert
Air Quality Management District
14306 Park Ave
Victorville, CA 92392-2310



X MDAQMD Senior Executive Analyst

PROJECT TITLE: SIP Cleanup Consisting of the Rescission of SCAQMD Rule 1148 – *Thermally Enhanced Oil Recovery Wells*

PROJECT LOCATION – SPECIFIC: San Bernardino County portion of the Mojave Desert Air Basin and Palo Verde Valley portion of Riverside County.

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LEAD AGENCY CONTACT PERSON: Brad Poiriez **PHONE:** (760) 245-1661

SIGNATURE: _____ **TITLE:** Executive Director **DATE:** August 26, 2023

DATE RECEIVED FOR FILING:

Appendix “E” Bibliography

The following documents were consulted in the preparation of this staff report.

1. 17 CCR 60104 SCAB.pdf
2. 17 CCR 60109 MDAB.pdf
3. 37 FR 10842 1972 31 May.pdf
4. 37 FR 10842 10851-10855 1972 31 May.pdf
5. 37 FR 19812 Fnl 1972 22 Sep.pdf
6. 40 CFR 81.17 LA Metro Intersate AQCR.pdf
7. 40 CFR 81.167 SED Intrastate AQCR.pdf
8. 42 FR 27000 NPRM 1977 26 May.pdf
9. 42 FR 46554 NPRM 1977 16 Sep.pdf
10. 43 FR 25684 1978 14 Jun.PDF
11. 43 FR 40011 Final 1978 08 Sep.pdf
12. 47 FR 25013 Final 1982 09 Jun.pdf
13. 60 FR 47074 1995 11 Sep.PDF
14. 60 FR 47137 1995 11 Sep.PDF
15. Action #1 1994 25 Jul.PDF
16. Action #9 1994 23 Feb.PDF
17. Action 5 2010 28 JUN.pdf
18. Action 8 2010 23 AUG.pdf
19. Action 14 2007 22 Jan.pdf
20. Agmt 77-102 JPA Termination.pdf
21. CARB Ex. Order G-73 1977 01 Feb.pdf
22. CARB to EPA Ltr Riv Co Opt in SCAQMD 1980 11 Aug.pdf
23. Creation Old SBCAPCD.pdf
24. Final Reg Order 17 CCR 95665 Oil & Gas.pdf
25. Final SR FND 19 CTGs 2015 21 May.pdf
26. FND 3 Categories Final SR 2010 10 Sep.PDF
27. FND 44 Categories Final SR 2007 06 Mar.PDF
28. Item #8 2015 23 Feb.pdf
29. Item #11 2015 26 Jan.pdf
30. JPA Creating SoCal APCD.pdf
31. Letter Thread Pre AV_MD SIP Submissions 2014.pdf
32. Memo Re SC Records 1979 12 Jul.pdf
33. Minutes Summary 1994 22 Jun.PDF
34. Resolution #94-03 1994 23 Feb.PDF
35. Riv Co Reso #94-236 on MD Agenda 1994 25 Jul.PDF
36. SC1148 1982 05 Nov.pdf
37. SC1148-1 2015 04 Sep.pdf
38. Stats 1976 Ch 354 SCAQMD Creation.pdf
39. Stats 1977 Ch 1195 SCAQMD opt in.pdf
40. Stats 1992 ch 642 MDAQMD Creation.pdf

41. TSD for CARB Oil n Gas Regs 2022 Apr.pdf
42. TSD Various FNDs 2010 04 Nov.pdf
43. USEPA Ltr MD SIP Clarification 2020 16 Mar.pdf
44. USEPA Ltr Thread 2015 1 Apr.pdf

NOTICE OF EXEMPTION

TO: Clerk/Recorder
Riverside County
3470 12th St.
Riverside, CA 92501

FROM: Mojave Desert
Air Quality Management District
14306 Park Ave
Victorville, CA 92392-2310



X MDAQMD Senior Executive Analyst

PROJECT TITLE: SIP Cleanup Consisting of the Rescission of SCAQMD Rule 1148 – *Thermally Enhanced Oil Recovery Wells*

PROJECT LOCATION – SPECIFIC: San Bernardino County portion of the Mojave Desert Air Basin and the Palo Verde Valley portion of Riverside County.

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NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Mojave Desert AQMD

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LEAD AGENCY CONTACT PERSON: Brad Poiriez **PHONE:** (760) 245-1661

SIGNATURE: _____ **TITLE:** Executive Director **DATE:** August 26, 2024

DATE RECEIVED FOR FILING:

NOTICE OF EXEMPTION

TO: County Clerk
San Bernardino County
385 N. Arrowhead, 2nd Floor
San Bernardino, CA 92415

FROM: Mojave Desert
Air Quality Management District
14306 Park Ave
Victorville, CA 92392-2310



X MDAQMD Senior Executive Analyst

PROJECT TITLE: SIP Cleanup Consisting of the Rescission of SCAQMD Rule 1148 – *Thermally Enhanced Oil Recovery Wells*

PROJECT LOCATION – SPECIFIC: San Bernardino County portion of the Mojave Desert Air Basin and the Palo Verde Valley portion of Riverside County.

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DESCRIPTION OF PROJECT: The Mojave Desert Air Quality Management District (MDAQMD) is proposing a SIP cleanup, consisting of the rescission of South Coast Air Quality Management District (SCAQMD) Rule 1148 – *Thermally Enhanced Oil Recovery Wells*. The MDAQMD does not have any sources in the District subject to this rule, and this action ensures that both the Riverside County and San Bernardino County portions of the MDAQMD are subject to the same set of MDAQMD SIP approved rules.

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Ministerial (Pub. Res. Code §21080(b)(1); 14 Cal Code Reg. §15268)

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LEAD AGENCY CONTACT PERSON: Brad Poiriez **PHONE:** (760) 245-1661

SIGNATURE: _____ **TITLE:** Executive Director **DATE:** August 26, 2024

DATE RECEIVED FOR FILING:

State Implementation Plan Clean Up:

Rescission of South Coast Air Quality Management District Rule 1148 - *Thermally Enhanced Oil Recovery Wells*, as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District in Riverside County



August 26, 2024

Chris Anderson

Planning/Air Monitoring Supervisor I

South Coast AQMD Rule 1148 - *Thermally Enhanced Oil Recovery Wells*



Timeline for South Coast AQMD's (SCAQMD) Rule 1148 - *Thermally Enhanced Oil Recovery Wells:*

- **November 5, 1982** - SCAQMD adopted Rule 1148.
- **October 19, 1984** – USEPA approved SCAQMD Rule 1148 into the SIP.
- **July 1, 1994** – The Blythe/Palo Verde Valley portion of Riverside County left the SCAQMD to Join the MDAQMD.
 - SCAQMD Rule 1148 has remained in the SIP for the Blythe/Palo Verde Valley portion of Riverside County.

South Coast AQMD Rule 1148 - *Thermally Enhanced Oil Recovery Wells*



Facilities Subject to SCAQMD Rule 1148:

- There are no *Thermal Enhanced Oil Recovery Well* facilities in the San Bernardino or Riverside county portions of the MDAQMD.
- Therefore, there are no facilities subject to the 1982 version of the SCAQMD Rule 1148.

South Coast AQMD Rule 1148 - *Thermally Enhanced Oil Recovery Wells*



Conclusion:

- The current action is intended to request that USEPA rescind the 1982 version of SCAQMD Rule 1148 from the SIP for the Riverside County portion of the MDAQMD.
- This action is intended to standardize the applicability of rules in the SIP.

Questions?



The following page(s) contain the backup material for Agenda Item: Conduct a public hearing to to consider a State Implementation Plan (SIP) Cleanup: Specifically the Rescission of South Coast Air Quality Management District Rule 1158 – Storage, Handling and Transport of Petroleum Coke as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District: a. Open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Make a determination that the CEQA Categorical Exemption applies; f. Waive reading of Resolution; g. Adopt Resolution making appropriate findings, certifying the Notice of Exemption, adopting the SIP Cleanup: Rescission of South Coast Air Quality Management District Rule 1158 – Storage, Handling and Transport of Petroleum Coke as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District. Presenter: Alan De Salvio, Deputy APCO. Please scroll down to view the backup material.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #11

PAGE 1

DATE: August 26, 2024

RECOMMENDATION: Conduct a public hearing to to consider a State Implementation Plan (SIP) Cleanup: Specifically the Rescission of South Coast Air Quality Management District Rule 1158 – *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District: a. Open public hearing; b. Receive staff report; c. Receive public testimony; d. Close public hearing; e. Make a determination that the CEQA Categorical Exemption applies; f. Waive reading of Resolution; g. Adopt Resolution making appropriate findings, certifying the Notice of Exemption, adopting the SIP Cleanup: Rescission of South Coast Air Quality Management District Rule 1158 – *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District.

SUMMARY: The December 2nd, 1983 version of SCAQMD 1158 is currently in the SIP for the Blythe/Palo Verde Valley area of the MDAQMD. There is no analogous rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the district as there are no sources covered by this rule in that area of the district. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD.

CONFLICT OF INTEREST: None.

BACKGROUND: In the late 1950s, air pollution control in the entire County of San Bernardino was governed by the San Bernardino County Air Pollution Control District (SBCAPCD – Full County District). Given the regional nature of the air pollution problem in Southern California the Boards of Supervisors of Los Angeles, Orange, Riverside and San Bernardino counties entered into a Joint Powers Authority (JPA) agreement on July 1, 1975 to form the Southern California Air Pollution Control District (SoCalAPCD), a short-lived regional agency. The South Coast Air Quality Management District (SCAQMD) was formed effective February 1, 1977, with only those areas of San Bernardino County located within the South Coast Air Basin (SCAB), primarily the San Bernardino Valley, included in SCAQMD's jurisdiction.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #11

PAGE 2

Non-SCAB areas were presumed to revert to county districts despite the fact that the SoCalAPCD had not yet been dissolved. Based upon this presumption, CARB adopted a rulebook for the non-SCAB areas of Los Angeles, Riverside and San Bernardino counties via Executive Order G-73. At the end of 1977, the non-SCAB areas of Riverside County (The Riverside County Air Pollution Control District) opted in to SCAQMD. CARB submitted a resolution as a SIP revision to replace all the Riverside County rules with SCAQMD rules in the SIP.

On December 2, 1983 the SCAQMD would initially adopt Rule 1158 – *Storage, Handling and Transport of Petroleum Coke*. USEPA later approved this version into the SIP (52 FR 1627, 1/15/1987), making the December 2nd, 1983 version of 1158 ***the version in effect in the Riverside County portion of the MDAQMD.***

On July 1, 1993, the SBCAPCD became, pursuant to statute, the autonomous agency known as the Mojave Desert Air Quality Management District (MDAQMD) acquiring both the SBCAPCD-Desert District rules and the SIP. MDAQMD reformatted the entire rulebook in December of 1993. Later that year, the MDAQMD reformats the entire rulebook. There was no rule involving this source category in this rulebook. ***Since there was no rule in the rulebook as well as no sources in this source category within the MDAQMD, there is no SIP rule for the San Bernardino county portion of the District.*** Utilizing a provision of the MDAQMD's enabling legislation, Riverside County's Palo Verde Valley including the City of Blythe left SCAQMD and joined the MDAQMD effective July 1, 1994.

In conclusion, December 2nd, 1983 version of SCAQMD 1158 is currently in the SIP for the Blythe/Palo Verde Valley area of the MDAQMD. There is no analogous rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the district as there are no sources covered by this rule in that area of the district. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD.

**MINUTES OF THE GOVERNING BOARD
OF THE MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
VICTORVILLE, CALIFORNIA**

AGENDA ITEM #11

PAGE 3

A Notice of Exemption, Categorical Exemption (Class 8; 14 Cal. Code Reg. §15308) will be prepared by the MDAQMD for the Rescission of South Coast Air Quality Management District Rule 1158 – *Storage, Handling, and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the MDAQMD pursuant to the requirements of CEQA.

REASON FOR RECOMMENDATION: Health & Safety Code §§40702 and 40703 require the Governing Board to hold a public hearing before adopting rules and regulation.

REVIEW BY OTHERS: This item was reviewed by Chris Anderson, Planning and Air Monitoring Supervisor and by Alan De Salvio, Deputy APCO on or about August 10, 2024.

FINANCIAL DATA: No increase in appropriation is anticipated.

PRESENTER: Alan De Salvio, Deputy APCO

RESOLUTION NO. 01- _____

1 **A RESOLUTION OF THE GOVERNING BOARD OF THE MOJAVE DESERT**
2 **AIR QUALITY MANAGEMENT DISTRICT MAKING FINDINGS, CERTIFYING**
3 **THE NOTICE OF EXEMPTION, SIP CLEANUP: RESCISSION OF SOUTH COAST**
4 **AIR QUALITY MANAGEMENT DISTRICT RULE 1158 – STORAGE, HANDLING**
5 **AND TRANSPORT OF PETROLEUM COKE AS IT APPEARS IN THE SIP FOR THE**
6 **BLYTHE/PALO VERDE VALLEY PORTION OF THE MOJAVE DESERT AIR**
7 **QUALITY MANAGEMENT DISTRICT AND DIRECTING STAFF ACTIONS.**

8 On August 26, 2024, on motion by Member _____, seconded by
9 Member _____, and carried, the following resolution is adopted:

10 **WHEREAS**, the Mojave Desert Air Quality Management District (MDAQMD) has
11 authority pursuant to California Health and Safety Code (H & S Code) §§40702, 40725-40728
12 to adopt, amend or repeal rules and regulations; and

13 **WHEREAS**, the MDAQMD is proposing to rescind South Coast Air Quality
14 Management District Rule 1158 – *Storage, Handling and Transport of Petroleum Coke* as it
15 appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality
16 Management District; and

17 **WHEREAS**, in the late 1950s, air pollution control in the entire County of San
18 Bernardino was governed by the San Bernardino County Air Pollution Control District
19 (SBCAPCD – Full County District); and

20 **WHEREAS**, given the regional nature of the air pollution problem in Southern
21 California the Boards of Supervisors of Los Angeles, Orange, Riverside and San Bernardino
22 counties entered into a Joint Powers Authority (JPA) agreement on July 1, 1975 to form the
23 Southern California Air Pollution Control District (SoCalAPCD), a short-lived regional
24 agency; and

25 **WHEREAS**, about a year later, the South Coast Air Quality Management District
26 (SCAQMD) was formed effective February 1, 1977; and

27 **WHEREAS**, only those areas of San Bernardino County located within the SCAB,
28 including the San Bernardino Valley, were included in SCAQMD’s jurisdiction; and

WHEREAS, Non-SCAB areas were presumed to revert to county districts despite the
fact that the SoCalAPCD had not yet been dissolved; and

RESOLUTION NO. 01-_____

1 **WHEREAS**, based upon this presumption, CARB adopted a rulebook for the non-
2 SCAB areas of Los Angeles, Riverside and San Bernardino counties via Executive Order G-
3 73; and

4 **WHEREAS**, by June of 1977 the SoCalAPCD had been officially dissolved into its
5 component county air districts covering the non-SCAB areas of the respective counties; and

6 **WHEREAS**, At the end of 1977, the non-SCAB areas of Riverside County (The
7 Riverside County Air Pollution Control District) opted in to SCAQMD; and

8 **WHEREAS**, CARB submitted a resolution as a SIP revision to replace all the
9 Riverside County rules with SCAQMD rules in the SIP; and

10 **WHEREAS**, SBCAPCD would also readopt, with minor changes, the entire rulebook;
11 and

12 **WHEREAS**, this is primarily the same language as the G-73 rulebook with minor
13 changes; and

14 **WHEREAS**, in 1978 USEPA approved the majority of the G-73 rulebook into the SIP
15 for both Riverside and San Bernardino Counties (43 FR 40011 9/8/1978); and

16 **WHEREAS**, on August 11, 1980, CARB submits Riverside County Resolution 77-362
17 as a SIP revision with the intent that the SCAQMD Rules would replace any Riverside County
18 APCD rules in effect as of 12/1/1977 in both the rulebook and the SIP; and

19 **WHEREAS**, USEPA later approved this action (47 FR 25013, 6/9/1982); and

20 **WHEREAS**, this notation only occurs in the FR text and no CFR citations are
21 changed; and

22 **WHEREAS**, On December 2, 1983 the SCAQMD would initially adopt Rule 1158 –
23 *Storage, Handling and Transport of Petroleum Coke*; and

24 **WHEREAS**, USEPA later approved this version into the SIP on January 15, 1987 (52
25 FR 1627); and

26 **WHEREAS**, making the December 2nd, 1983 version of 1158 the version in effect in
27 the Riverside County portion of the MDAQMD; and

28 **WHEREAS**, this is the version of the rule effective in the SIP for the Riverside

RESOLUTION NO. 01-_____

1 County portion of the MDAQMD; and

2 **WHEREAS**, on July 1, 1993 the SBCAPCD became, pursuant to statute, the
3 autonomous agency known as the Mojave Desert Air Quality Management District
4 (MDAQMD) acquiring both the SBCAPCD-Desert District rules and the SIP; and

5 **WHEREAS**, utilizing a provision of the MDAQMD’s enabling legislation, Riverside
6 County’s Palo Verde Valley including the City of Blythe left SCAQMD and joined the
7 MDAQMD effective July 1, 1994; and

8 **WHEREAS**, MDAQMD reformatted the entire rulebook in December of 1993; and

9 **WHEREAS**, since there was no rule in the rulebook as well as no sources in this
10 source category within the MDAQMD, there is no SIP rule for the San Bernardino county
11 portion of the District; and

12 **WHEREAS**, the December 2nd 1983 version of SCAQMD 1158 – *Storage, Handling,*
13 *and Transport of Petroleum Coke* is therefore currently in the SIP for the Blythe/Palo Verde
14 Valley area of the MDAQMD; and

15 **WHEREAS**, the MDAQMD is therefore taking this action to officially remove
16 SCAQMD 1158 from the SIP for the Blythe/Palo Verde Valley area within the jurisdiction of
17 the MDAQMD; and

18 **WHEREAS**, this action will continue the SIP cleanup activities by requesting the
19 removal the old, outdated, and unnecessary SCAQMD rules from the MDAQMD SIP; and

20 **WHEREAS**, the proposed SIP Cleanup action rescinding South Coast Air Quality
21 Management District (SCAQMD) Rule 1158 – *Storage, Handling, and Transport of*
22 *Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the
23 Mojave Desert Air Quality Management District is necessary in order standardize the
24 applicability of the MDAQMD SIP; and

25 **WHEREAS**, the proposed SIP Cleanup action rescinding South Coast Air Quality
26 Management District (SCAQMD) Rule 1158 – *Storage, Handling, and Transport of*
27 *Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the
28 Mojave Desert Air Quality Management District is clear in that the meaning can be easily

RESOLUTION NO. 01-_____

1 understood by the persons impacted by the rule; and

2 **WHEREAS**, the proposed SIP Cleanup action rescinding South Coast Air Quality
3 Management District (SCAQMD) Rule 1158 – *Storage, Handling, and Transport of*
4 *Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the
5 Mojave Desert Air Quality Management District is in harmony with, and not in conflict with,
6 or contradictory to existing statutes, court decisions, or state or federal regulations because this
7 action will ensure that all jurisdictions are subject to the same MDAQMD SIP rule; and

8 **WHEREAS**, the proposed SIP Cleanup action rescinding South Coast Air Quality
9 Management District (SCAQMD) Rule 1158 – *Storage, Handling, and Transport of*
10 *Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the
11 Mojave Desert Air Quality Management District does not impose the same requirements as
12 any existing state or federal regulation because this action will ensure that all jurisdictions are
13 subject to the same MDAQMD SIP rule; and

14 **WHEREAS**, a public hearing has been properly noticed and conducted, pursuant to
15 H&S Code §40725, concerning the proposed SIP Cleanup action rescinding South Coast Air
16 Quality Management District (SCAQMD) Rule 1158 – *Storage, Handling, and Transport of*
17 *Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the
18 Mojave Desert Air Quality Management District; and

19 **WHEREAS**, a Notice of Exemption, a Categorical Exemption (Class 8, 14 CCR
20 §15308) for the proposed SIP Cleanup action rescinding South Coast Air Quality Management
21 District (SCAQMD) Rule 1158 – *Storage, Handling, and Transport of Petroleum Coke* as it
22 appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality
23 Management District, completed in compliance with the California Environmental Quality Act
24 (CEQA), has been presented to the Governing Board of the MDAQMD; each member having
25 reviewed, considered and approved the information contained therein prior to acting on the
26 proposed SIP Cleanup action, and the Governing Board of the MDAQMD having determined
27 that proposed SIP Cleanup will not have any potential for resulting in any adverse impact upon
28 the environment; and

RESOLUTION NO. 01-_____

1 **WHEREAS**, the Board has considered the evidence presented at the public hearing;
2 and

3 **NOW, THEREFORE, BE IT RESOLVED**, that the Governing Board of the
4 MDAQMD finds that the proposed SIP Cleanup action rescinding South Coast Air Quality
5 Management District (SCAQMD) Rule 1158 – *Storage, Handling, and Transport of*
6 *Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the
7 Mojave Desert Air Quality Management District is necessary, authorized, clear, consistent,
8 non-duplicative and properly referenced; and

9 **BE IT FURTHER RESOLVED**, that the Governing Board of the MDAQMD hereby
10 makes a finding that the Class 8 Categorical Exemption (14 CCR §15308) applies and certifies
11 the Notice of Exemption for the proposed SIP Cleanup action rescinding South Coast Air
12 Quality Management District (SCAQMD) Rule 1158 – *Storage, Handling, and Transport of*
13 *Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the
14 Mojave Desert Air Quality Management District; and

15 **BE IT FURTHER RESOLVED**, that the Governing Board of the MDAQMD does
16 hereby adopt, pursuant to the authority granted by law, the proposed SIP Cleanup action
17 rescinding South Coast Air Quality Management District (SCAQMD) Rule 1158 – *Storage,*
18 *Handling, and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde
19 Valley portion of the Mojave Desert Air Quality Management District, as set forth in the
20 attachments to this resolution and incorporated herein by this reference; and

21 **BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately
22 upon adoption, and that the Senior Executive Analyst – Confidential is directed to file the
23 Notice of Exemption in compliance with the provisions of CEQA.

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Staff Report

State Implementation Plan (SIP) Cleanup: Specifically, the Rescission of South Coast Air Quality Management District Rule 1158 – *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District.

Proposed for adoption on **August 26, 2024**

**Mojave Desert
Air Quality
Management District**

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STAFF REPORT
TABLE OF CONTENTS
SIP Cleanup: SCAQMD Rule 1158

I. PURPOSE OF STAFF REPORT	1
II. EXECUTIVE SUMMARY	1
III. STAFF RECOMMENDATION	2
IV. LEGAL REQUIREMENTS CHECKLIST	3
V. DISCUSSION OF LEGAL REQUIREMENTS	4
A. REQUIRED ELEMENTS/FINDINGS.....	4
1. State Findings Required for Adoption of Rules & Regulations	4
a. Necessity	4
b. Authority	4
c. Clarity	4
d. Consistency	4
e. Nonduplication.....	5
f. Reference	5
g. Public Notice & Comment, Public Hearing.....	5
2. Federal Elements (SIP Submittals, Other Federal Submittals).....	5
a. Satisfaction of Underlying Federal Requirements	5
b. Public Notice and Comment	6
c. Availability of Document	6
d. Notice to Specified Entities	6
e. Public Hearing	6
f. Legal Authority to Adopt and Implement	7
g. Applicable State Laws and Regulations Were Followed.....	7
B. WRITTEN ANALYSIS OF EXISTING REQUIREMENTS	7
C. ECONOMIC ANALYSIS	7
1. General.....	7
2. Incremental Cost Effectiveness	7
D. ENVIRONMENTAL ANALYSIS (CEQA).....	7
E. SUPPLEMENTAL ENVIRONMENTAL ANALYSIS	8
1. Potential Environmental Impacts.....	8
2. Mitigation of Impacts	8
3. Alternative Methods of Compliance.....	8
F. PUBLIC REVIEW	8
VI. TECHNICAL DISCUSSION	8
A. SOURCE DESCRIPTION	8
B. EMISSIONS	9
C. CONTROL REQUIREMENTS.....	9
D. PROPOSED RULE SUMMARY	9
E. ENVIRONMENTAL JUSTICE ANALYSIS.....	9
F. FCAA 110(1)(42 U.S.C. 7410(1)) ANALYSIS	10
G. SIP HISTORY	11
1. SIP History	11

Appendix A - Iterated Version..... 1
Appendix B - Public Notice Documents..... 1
Appendix C - Public Comments and Responses..... 1
Appendix D - California Environmental Quality Act Documentation 1
Appendix E - Bibliography..... 1

List of Acronyms

AQCR	Air Quality Control Region
BACT	Best Available Control Technology
BARCT	Best Available Retrofit Control Technology
CARB	California Air Resources Board
CCAA	California Clean Air Act
CEQA	California Environmental Quality Act
FCAA	Federal Clean Air Act
H&S Code	California Health & Safety Code
JPA	Joint Powers Agreement
MACT	Maximum Achievable Control Technology
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
NESHAPS	National Emission Standards for Hazardous Air Pollutants
NO _x	Oxides of Nitrogen
NSPS	New Source Performance Standards
NSR	New Source Review
SBCAPCD	San Bernardino County Air Pollution Control District
SCAB	South Coast Air Basin
SCAQMD	South Coast Air Quality Management District
SIP	State Implementation Plan
SoCalAPCD	Southern California Air Pollution Control District
SO _x	Oxides of Sulfur
USEPA	U.S. Environmental Protection Agency
VOC	Volatile Organic Compounds

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STAFF REPORT

Rescission of South Coast Air Quality Management District Rule 1158 – *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District.

I. PURPOSE OF STAFF REPORT

A staff report serves several discrete purposes. Its primary purpose is to provide a summary and background material to the members of the Governing Board. This allows the members of the Governing Board to be fully informed before making any required decision. It also provides the documentation necessary for the Governing Board to make any findings, which are required by law to be made prior to the approval or adoption of a document. In addition, a staff report ensures that the correct procedures and proper documentation for approval or adoption of a document have been performed. Finally, the staff report provides evidence for defense against legal challenges regarding the propriety of the approval or adoption of the document.

II. EXECUTIVE SUMMARY

In the late 1950s, air pollution control in the entire County of San Bernardino was governed by the San Bernardino County Air Pollution Control District (SBCAPCD – Full County District). Given the regional nature of the air pollution problem in Southern California the Boards of Supervisors of Los Angeles, Orange, Riverside and San Bernardino counties entered into a Joint Powers Authority (JPA) agreement on July 1, 1975 to form the Southern California Air Pollution Control District (SoCalAPCD), a short-lived regional agency. The South Coast Air Quality Management District (SCAQMD) was formed effective February 1, 1977, with only those areas of San Bernardino County located within the South Coast Air Basin (SCAB), primarily the San Bernardino Valley, included in SCAQMD's jurisdiction.

Non-SCAB areas were presumed to revert to county districts despite the fact that the SoCalAPCD had not yet been dissolved. Based upon this presumption, CARB adopted a rulebook for the non-SCAB areas of Los Angeles, Riverside and San Bernardino counties via Executive Order G-73. At the end of 1977, the non-SCAB areas of Riverside County (The Riverside County Air Pollution Control District) opted in to SCAQMD. CARB submitted a resolution as a SIP revision to replace all the Riverside County rules with SCAQMD rules in the SIP.

On December 2, 1983 the SCAQMD would initially adopt Rule 1158 – *Storage, Handling and Transport of Petroleum Coke*. USEPA later approved this version into the SIP (52 FR 1627, 1/15/1987), making the December 2nd, 1983 version of 1158 ***the version in effect in the Riverside County portion of the MDAQMD.***

On July 1, 1993, the SBCAPCD became, pursuant to statute, the autonomous agency known as the Mojave Desert Air Quality Management District (MDAQMD) acquiring both the SBCAPCD-Desert District rules and the SIP. MDAQMD reformatted the entire rulebook in December of 1993. Later that year, the MDAQMD reformats the entire rulebook. There was no rule involving this source category in this rulebook. ***Since there was no rule in the rulebook as***

well as no sources in this source category within the MDAQMD, there is no SIP rule for the San Bernardino county portion of the District. Utilizing a provision of the MDAQMD's enabling legislation, Riverside County's Palo Verde Valley including the City of Blythe left SCAQMD and joined the MDAQMD effective July 1, 1994.

In conclusion, **December 2nd, 1983** version of SCAQMD 1158 is currently in the SIP for the Blythe/Palo Verde Valley area of the MDAQMD. There is no analogous rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the district as there are no sources in this source category in that area of the district. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD.

III. STAFF RECOMMENDATION

Staff recommended that the Governing Board of the MDAQMD adopt the SIP Cleanup action rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District; and approve the appropriate California Environmental Quality Act (CEQA) documentation. This action is necessary so that Blythe, the Palo Verde Valley and the rest of the MDAQMD are subject to the same SIP approved rules.

IV. LEGAL REQUIREMENTS CHECKLIST

The findings and analysis as indicated below is required for the proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District. Each item is discussed, if applicable, in Section V. Copies of related documents are included in the appropriate appendices.

FINDINGS REQUIRED FOR RULES & REGULATIONS:

- Necessity
- Authority
- Clarity
- Consistency
- Nonduplication
- Reference
- Public Notice & Comment
- Public Hearing

REQUIREMENTS FOR STATE IMPLEMENTATION PLAN SUBMISSION (SIP):

- Public Notice & Comment
- Availability of Document
- Notice to Specified Entities (State, Air Districts, USEPA, Other States)
- Public Hearing
- Legal Authority to adopt and implement the document.
- Applicable State laws and regulations were followed.

ELEMENTS OF A FEDERAL SUBMISSION:

- Elements as set forth in applicable Federal law or regulations.

CALIFORNIA ENVIRONMENTAL QUALITY ACT REQUIREMENTS (CEQA):

- Ministerial Action
- Exemption
- Negative Declaration
- Environmental Impact Report
- Appropriate findings, if necessary.
- Public Notice & Comment

SUPPLEMENTAL ENVIRONMENTAL ANALYSIS (RULES & REGULATIONS ONLY):

- Environmental impacts of compliance.
- Mitigation of impacts.
- Alternative methods of compliance.

OTHER:

- Written analysis of existing air pollution control requirements
- Economic Analysis
- Public Review

V. DISCUSSION OF LEGAL REQUIREMENTS

A. REQUIRED ELEMENTS/FINDINGS

This section discusses the State of California statutory requirements that apply to the proposed SIP cleanup consisting of the SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District. These are actions that need to be performed and/or information that must be provided in order to rescind the SCAQMD rule in a procedurally correct manner.

1. State Findings Required for Adoption of Rules & Regulations:

Before adopting, amending, rescinding or repealing a rule or regulation, the District Governing Board is required to make findings of necessity, authority, clarity, consistency, non-duplication, and reference based upon relevant information presented at the hearing. The information below is provided to assist the Board in making these findings.

a. Necessity:

The proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District is necessary so that Blythe and the Palo Verde Valley are subject to the same SIP approved rules.

b. Authority:

The District has the authority pursuant to California Health and Safety Code (H & S Code) §40702 to adopt, amend or repeal rules and regulations.

c. Clarity:

The proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District; is clear in that it is written so that the persons subject to the Rule can easily understand its meaning. This SIP Cleanup action aims to standardize the applicability of the SIP.

d. Consistency:

The proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears

in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District is in harmony with, and not in conflict with or contradictory to any State law or regulation, Federal law or regulation, or court decisions. This action is designed to make the same SIP requirements applicable throughout the entire MDAQMD jurisdiction.

e. Nonduplication:

The proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District does not impose the same requirements as any existing State or Federal law or regulation because the SIP update aims to ensure that all portions of the MDAQMD are subject to the same proposed SIP rule.

f. Reference:

The District has the authority pursuant to H & S Code §40702 to adopt, amend or repeal rules and regulations.

g. Public Notice & Comment, Public Hearing:

Notice for the public hearing for the adoption of the proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District will be published on July 23, 2024. See Appendix “B” for a copy of the public notice. See Appendix “C” for copies of comments, if any, and District responses.

2. Federal Elements (SIP Submittals, Other Federal Submittals).

Submittals to USEPA are required to include various elements depending upon the type of document submitted and the underlying Federal law that requires the submittal. The information below indicates which elements are required for the proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District and how they were satisfied.

a. Satisfaction of Underlying Federal Requirements:

The amendments to the SIP are subject to all the requirements for a State Implementation Plan (SIP) submittal because SCAQMD Rule 1158 is currently included in the SIP within the MDAQMD’s jurisdiction. This SIP cleanup would rescind SCAQMD Rule 1158

– *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District. The criteria for determining completeness of SIP submissions are set forth in 40 CFR Part 51, Appendix V, 2.0.

b. Public Notice and Comment:

Notice for the public hearing for the proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District was published on July 23, 2024. See Appendix “B” for a copy of the public notice. See Appendix “C” for copies of comments, if any, and District responses.

c. Availability of Document:

Copies of the proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District and the accompanying draft staff report will be made available to the public on or before July 23, 2024.

d. Notice to Specified Entities:

Copies of the proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District and the accompanying draft staff report were sent to all affected agencies. The proposed amendments will be sent to the California Air Resources Board (CARB) and U.S. Environmental Protection Agency (USEPA) on or before July 12, 2024.

e. Public Hearing:

A public hearing to consider the proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District will be noticed for July 23, 2024.

f. Legal Authority to Adopt and Implement:

The District has the authority pursuant to H&S Code §40702 to adopt, amend, or repeal rules and regulations and to do such acts as may be necessary or proper to execute the duties imposed upon the District.

g. Applicable State Laws and Regulations Were Followed:

Public notice and hearing procedures pursuant to H&S Code §§40725-40728 have been followed. See Section (V)(A)(1) above for compliance with state findings required pursuant to H&S Code §40727. See Section (V)(B) below for compliance with the required analysis of existing requirements pursuant to H&S Code §40727.2. See Section (V)(C) for compliance with economic analysis requirements pursuant to H&S Code §40920.6. See Section (V)(D) below for compliance with provisions of the CEQA.

B. WRITTEN ANALYSIS OF EXISTING REQUIREMENTS

H & S Code §40727.2 requires air districts to prepare a written analysis of all existing federal air pollution control requirements that apply to the same equipment or source type as the rule proposed for modification by the district. This proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District, is necessary to make sure that the entire jurisdiction of MDAQMD is subject to the same SIP approved rule.

C. ECONOMIC ANALYSIS

1. General

The only economic impact caused by this action is the costs incurred by the District (noticing, staff time etc.) caused by taking the action itself. These actions could have been avoided had USEPA removed these SIP rules in the past.

2. Incremental Cost Effectiveness

Pursuant to H&S Code §40920.6, incremental cost effectiveness calculations are required for rules and regulations which are adopted or amended to meet the California Clean Air Act (CCAA) requirements for Best Available Retrofit Control Technology (BARCT) or “all feasible measures” to control volatile compounds (VOCs), oxides of nitrogen (NO_x) or oxides of sulfur (SO_x). This SIP cleanup action is not subject incremental cost effectiveness calculations because this rule does not impose BARCT or “all feasible measures.”

D. ENVIRONMENTAL ANALYSIS (CEQA)

Through the process described below the appropriate CEQA process for the proposed SIP cleanup rescinding SCAQMD Rule 1158 - *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District was determined:

1. The proposed SIP update meets the CEQA definition of “project”. They are not “ministerial” actions.
2. The proposed SIP update and is exempt from CEQA review because the action will simply standardize the applicability of the SIP, therefore this proposed SIP update will not create any adverse impacts to the environment. Copies of the documents relating to CEQA can be found in Appendix “D”.

E. SUPPLEMENTAL ENVIRONMENTAL ANALYSIS

1. Potential Environmental Impacts

The proposed SIP update will not have any adverse environmental consequences because petroleum coke is seldom used in the District and is already regulated more stringently through modern Federal regulation (40 CFR Part 63 Subpart LLL). Furthermore, SC1158 only applies in the riverside portion of the district where there are no sources, and provides an exemption for APCO discretion which allows the rule requirements to be waived. This SIP update will simply standardize the applicability of the SIP so that all sources are subject to the same rules within the Districts jurisdiction.

2. Mitigation of Impacts

N/A

3. Alternative Methods of Compliance

N/A

F. PUBLIC REVIEW

See Staff Report Section (V)(A)(1)(g) and (2)(b), as well as Appendix “B”

VI. TECHNICAL DISCUSSION

A. SOURCE DESCRIPTION

SC Rule 1158 was meant to control PM emissions from the handling, transport and storage of Petroleum coke by requiring Petroleum Coke storage control plans and enclosure of all pet coke storage piles. The District does not have any sources in the areas in which SC 1158 applies (Riverside County portion of the MDAQMD).

B. EMISSIONS

No emissions will be impacted by the action.

C. CONTROL REQUIREMENTS

This proposed SIP update and amendment is intended to unify the Riverside County portion of the District with the rest of the District, no additional control requirements are being introduced.

D. PROPOSED RULE SUMMARY

This proposed SIP update and amendment is intended to unify the Riverside County portion of the District with the rest of the District, no additional control requirements or rule language is being introduced.

E. ENVIRONMENTAL JUSTICE ANALYSIS

USEPA has recently indicated that submissions should analyze compliance with various Federal non-discrimination laws¹ as well as EPA's own non-discrimination regulations² and general principles to ensure that actions do not unduly burden already overburdened populations.³

MDAQMD Rules apply throughout the MDAQMD without regional discrimination, or discrimination on any other basis. This action rule is primarily administrative and there are no changes to the language of any of the rules involved. Therefore, it will not result in any discriminatory emission increases. Since this rule action only standardizes the applicability of the SIP and there are no anticipated environmental impacts from this action, no specific group of people will bear a disproportionate share of negative environmental consequences. This action will ensure that all portions of the District are subject to the same SIP approved rules.

In regards to access to all potentially affected persons, since July 1, 2019 the MDAQMD has complied with California AB 434. This law requires compliance with the latest Web Content Accessibility Guidelines (WCAG) to ensure that posted content maintains full accessibility compliance for all persons. WCAG ensures websites and posted contact are certified for compliance and that a contact phone number and contact person are provided for any inquiries on access. This document, the rule, and all related materials were provided to the public and all interested persons in WCAG compliant format.

The SIP Cleanup action has been made available to all interested persons through public notice, direct notice, and website postings. The SIP Cleanup action will be discussed and acted upon in a properly noticed public hearing, at which people will have an opportunity

¹ Specifically, USEPA has identified Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act of 1972 and Title IX of the Education Amendments of 1972 as potential laws of concern.

² 40 CFR Parts 5 and 7.

³ Commonly referred to as Environmental Justice provisions.

to participate in the amendment decision, contribute to the decision, and express concerns with the decision (in person, in writing, and in digital form). Accommodation for non or limited English speakers in both materials and meeting participation is available upon request.

F. FCAA 110(L) (42 U.S.C. 7410(L)) ANALYSIS

FCAA §110(l) (42 U.S.C. 7410(l)) requires that any rule action which might possibly be construed as a relaxation of a requirement provide a demonstration that the change not interfere with any FCAA requirements concerning attainment or Reasonable Further Progress (RFP). This action rule action only standardizes the applicability of the SIP and ensure that all portions of the District are subject to the same SIP approved rules.

SC1158 primarily was intended as a PM10 control measure, prohibiting the open storage of petroleum coke and its attendant transport and handling issues. However, SC1158 also includes APCO discretion, allowing the executive officer to waive these PM requirements following a short hearing.

The District does not currently have any sources subject to this rule in the Riverside county portion of the District (the area this rule applies to). The only instance of Pet Coke in the entire District is an external pile of Coal and/or Pet Coke at a Victorville Cemex facility for use as emergency-only fuel. Although the pile is an emergency use case only, the pile has its own permit and PM requirements which require compaction and chemical dust suppression treatment every 30 days. Additionally, Portland cement kilns are also subject to more stringent PM regulation through subpart LLL summarized below.

40 CFR 63 subpart LLL - *National Emission Standards for Hazardous Air Pollutants from the Portland Cement Manufacturing Industry*. Subpart LLL of 40 CFR Part 63 does not explicitly require enclosures for storage piles or material handling areas. However, the regulation mandates control of fugitive emissions and compliance with emission limits for hazardous air pollutants, which can necessitate the use of enclosures or similar measures. The key emission limitations:

Particulate Matter (PM):

Kilns:

New Sources: 0.02 pounds per ton of clinker (lb/ton clinker)

Existing Sources: 0.07 lb/ton clinker

Clinker Coolers:

New Sources: 0.02 lb/ton clinker

Existing Sources: 0.07 lb/ton clinker

40 CFR Part 60, Subpart Y - *Standards of Performance for Coal Preparation and Processing Plants*: Although this subpart primarily targets coal processing, it can apply to facilities that process similar materials like pet coke. The District does not have any coal processing plants.

G. SIP HISTORY

1. SIP History.

The following timeline contains the Rule and SIP history for both the San Bernardino and Riverside County Portions of MDAQMD:

6/19/1956 – San Bernardino County APCD – full county district (SBCAPCD – full county district) formed (Minutes of San Bernardino County Board of Supervisors, 6/19/1956).

11/6/1961 – SBCAPCD – full county district full rulebook publication. Note: Rules at this point were in #:# format. There was no rule involving this source category in this rulebook.

6/11/1968 – SBCAPCD – full county district full rulebook amended, effective 7/11/1968. Note: Rules still numbered #:#. There was no rule involving this source category in this rulebook.

8/18/1970 – SBCAPCD – full county district full rulebook published. Note: Rules now primarily 2 digits with a few 3-digit rules. There was no rule involving this source category in this rulebook.

2/21/1972 – CARB submits the initial SIP submission to EPA. This set of rules generally includes all the 8/18/1970 Rulebook.

5/31/1972 – EPA adopts initial SIP for California and other states 37 FR 10842, 5/31/1972 (California's Approval is found at pages 10851-10855).

6/30/1972 – CARB submits additional rules as part of the initial SIP submission

9/22/1972 – USEPA approves various rules from the initial SIP submission. (See 37 FR 19812 9/22/1972).

2/13/1973 – SBCAPCD – full county district rulebook published. Rules still mostly 2 digits with a few 3-digit rules. There was no rule involving this source category in this rulebook.

3/31/1975 – SBCAPCD – Full county district rulebook update published. Rules still mostly 2 digits with a few 3-digit rules. There was no rule involving this source category in this rulebook.

7/1/1975 – Los Angeles, Orange, Riverside and San Bernardino Counties formed the Southern California APCD (SoCalAPCD), a JPA for regional air pollution control (JPA Creating SoCal APCD). All Rules of respective air districts remain in effect for the original area until changed by the SoCalAPCD.

8/2/1976 – CARB submitted various SoCalAPCD Rules as a SIP revision. (See 42 FR 27000, 5/26/1977 and 43 FR 25684, 6/14/1978)

2/1/1977 – Effective date of legislation (Stats 1976 Ch 324 §5) creating SCAQMD in the South Coast Air Basin (See also H&S Code 40410). County areas outside SCAB could “contract” for air pollution control services in the non-SCAB areas (See former H&S Code 40413). San Bernardino County and Los Angeles County did so. It is unclear whether anything formal existed for Riverside County.

2/1/1977 – CARB via Executive Order G-73 adopts a rulebook (G-73 rulebook) for the non-SCAB areas of Los Angeles, Riverside and San Bernardino County (CARB Ex Order G-73 1977 01 Feb). There was no rule involving this source category in this rulebook.

4/26/1977 – Effective date of the termination of the SoCalAPCD Joint Powers Agreement (Agmt 77-102 JPA Termination). Legislation creating SCAQMD as it was only effective within the SCAB technically left the SoCalAPCD in the non-SCAB areas of Los Angeles, Riverside and San Bernardino Counties. Per the termination document each non-SCAB area reverted to a county air pollution control district and acquired the applicable portions of the SoCalAPCD rulebook as it existed on that date.

6/6/1977 – CARB submits G-73 rulebook as a SIP revision. (See 42 FR 46554, 9/16/1977 and 43 FR 40011 9/8/1978).

7/25/1977 – SBCAPCD readopts, with minor changes, the entire rulebook. This is primarily the same language as the G-73 rulebook with minor changes. There was no rule involving this source category in this rulebook.

10/1/1977 – Effective date of legislation allowing non-SCAB areas of Los Angeles, Riverside and San Bernardino County to “opt in” to SCAQMD (Stats 1977 Ch 1195 SCAQMD opt in)

12/1/1977 – Effective date of Riverside County Resolution 77-362 that “opted in” to SCAQMD for the non-SCAB areas of Riverside County (CARB to EPA Ltr Riv Co Opt in SCAQMD 1980 11 Aug). There was no rule involving this source category in effect in SCAQMD at this time.

6/14/1978 – USEPA approves a variety of SoCalAPCD rules into the SIP for air districts located “within the Metropolitan Los Angeles Intrastate AQCR” as defined in 40 CFR 81.17 (43 FR 25684, 6/14/1978). This area appears to be the South Coast Air Basin as defined in 17 CCR 60104. The Federal Register text indicates the limited applicability of the approval however there is no such parallel limitation contained in the CFR text.

6/12/1979 – By this date the SBCAPCD was in the process of terminating its contract for air pollution control services with SCAQMD. At that time SCAQMD was refusing to provide historical records (Memo Re SC Records 1979 12 Jun). The only records SCAQMD eventually provided were the actual permits themselves, a copy of the then existent rulebook in Word Perfect format and a small bit of historical permitting information such as engineering evaluations for a minority of facilities.

9/4/1979 – SBCAPCD republishes the entire rulebook. There appear to be few, if any, changes other than reformatting. There was no rule involving this source category in this rulebook.

8/11/1980 – CARB submits Riverside County Resolution 77-362 as a SIP revision. The intent is that the SCAQMD Rules would replace any Riverside County APCD rules in effect as of 12/1/1977 in both the rulebook and the SIP.

6/9/1982 – USEPA approves at 47 FR 25013, 6/9/1982 the action replacing Riverside County APCD rules with SCAQMD APCD rules in the non-SCAB areas of Riverside County. Unfortunately, this notation only occurs in the FR text and no CFR citations are changed. There was no rule involving this source category within SCAQMD at this time.

12/2/1983 – SCAQMD initially adopts Rule 1158 – *Storage, Handling and Transport of Petroleum Coke*.

3/14/1984 – CARB submits the 12/2/1983 version of SCAQMD Rule 1158 as a SIP revision.

11/27/1985 – USEPA proposes approval of the 12/2/1983 version of SCAQMD 1158 (50 FR 48798, 11/27/1985).

7/1/1986 – SBCAPCD republishes entire rulebook. There was no rule involving this source category in this rulebook.

1/15/1987 – USEPA approves the 12/2/1983 version of SCAQMD into the SIP (52 FR 1627, 1/15/1987). ***This is the version in effect in the Riverside County portion of the MDAQMD.***

11/20/1989 – SBCAPCD republishes entire rulebook. There was no rule involving this source category in this rulebook.

7/1/1993 – effective date of MDAQMD (statutory). MDAQMD assumes all powers, duties and rules of former SBCAPCD - Desert District. (Stats 1992 ch 642 MDAQMD Creation)

12/22/1993 – MDAQMD reformats the entire rulebook. There was no rule involving this source category in this rulebook. ***Since there was no rule in the rulebook as well as no sources in this source category within the MDAQMD, there is no SIP rule for the San Bernardino county portion of the district.***

7/1/1994 – effective date of Blythe/Palo Verde Valley region leaving SCAQMD and becoming part of the MDAQMD. (Action #1 1994 25 Jul; Riv Co Reso #94-236 on MD Agenda 1994 25 Jul; Minutes Summary 1994 22 Jun; Action #9 1994 23 Feb; Resolution #94-03 1994 23 Feb).

6/11/1999 – SCAQMD amends Rule 1158. Since this action occurred after the effective date of the Blythe/Palo Verde Valley leaving SCAQMD this version of the rule was never applicable in that region.

Appendix “A”

SCAQMD 1158 – *Storage, Handling and Transport of Petroleum Coke*

The historical version is provided so that the differences between SIP versions are easily identifiable.

1. SCAQMD1158 1983 02 Dec from EPA 94 SIP Book.

Rule 1158 - Storage, Handling and Transport of Petroleum Coke

(a) Summary

The purpose of this rule is to reduce the potential of a public nuisance being generated by the emissions of airborne particulates from the storage, handling, and transport of petroleum coke. The rule will prohibit the open storage of petroleum coke after January 1, 1985, unless the operators can demonstrate that the pile poses no significant risk of violating any other District rule including the public nuisance rule. It is intended that the burden of proof will be on the operator.

Each operator of an open storage facility will be required to submit an Interim Petroleum Coke Storage Control Plan describing the steps that will be taken to construct enclosed structures and the interim measures that will be taken to mitigate any potential dust emissions until enclosed structures are constructed. If a plan cannot be approved, additional coke may not be added to the piles until approval is granted. The plan is the key to the goals of the rule, since a violation of any provision of the plan will be deemed a violation of the rule.

If the operator can demonstrate that compliance with the interim measures will likely prevent any violations of any other rules, the Executive Officer, after a public hearing, may approve the interim plan to be made permanent and exempt that facility from the requirement of enclosed storage. Such exemption shall be reviewed annually. The rule provides for a compliance schedule for constructing enclosed structures; it requires that construction begin by July 1, 1985, and compliance be assured by June 30, 1986.

In addition, the rule requires that trucks leaving the premises be washed and the loads watered, treated, or covered to prevent emissions. Furthermore, it requires the maintenance of certain records for review by the Executive Officer.

(b) Definitions

For the purpose of this rule:

- (1) Petroleum Coke is the solid carbonaceous residue remaining after all cracking and distillation of a petroleum refining operation.
- (2) Open Storage is the amassing and handling of solid material in an unconfined, uncovered pile.
- (3) Enclosed storage is the containment of solid material in a structure or other article, contrivance, or device for which the Executive Officer has issued a permit to operate.
- (4) Facility is a parcel, that portion of a parcel, or parcels of land in actual physical contact or separated solely by a public roadway or other public right-of-way, on which petroleum coke is stored, and owned or operated by the same person (or by persons under common control).
- (5) New Facility is any facility not in operation on the date of adoption of this rule.

(c) Requirements

(1) Coke Piles

- (A) A person shall not store petroleum coke in the open after January 1, 1985, except as otherwise provided for in subparagraphs (c)(5) or (d) of this rule. In addition, an Interim Petroleum Coke Storage Control Plan must be filed with the Executive Officer and the appropriate city or county planning department within 30 days of the passage of this rule delineating the steps that will be taken to construct enclosed storage structures, and describing the interim measures that will be taken to mitigate any potential dust emissions. The Executive Officer shall notify the applicant within 60 days after filing of the Plan of his approval, conditional approval, or disapproval, or whether additional information is required, and grant additional time to submit the information, if necessary. A person shall not add petroleum coke to any open storage pile after an Interim Petroleum Coke Storage Control Plan is disapproved

until the reasons for disapproval are overcome and such Plan as modified is approved, nor shall any person commence open storage of coke at a new facility, unless an Interim Petroleum Coke Storage Control Plan has been filed and approved as provided herein.

- (B) The Interim Petroleum Coke Storage Control Plan submitted for approval shall contain as a minimum the following information:
- (i) A contour map showing the location of the coke storage facility, the locations of the coke piles, and the surrounding land use.
 - (ii) Coke pile details consisting of the maximum daily amount of coke stored within the facility, the average and maximum daily wind velocities at the top of the coke piles, and the maximum height and coke pile configurations.
 - (iii) Mobile coke carrier details consisting of the type, size and maximum daily number of trucks; a description of the roadways used to transport the coke from the coke source to the facility and the roadways used to transport the coke from the facility to final destination, and the mitigation measures employed to contain the coke within open bed trucks.
 - (iv) Details describing the construction and operation of automatic truck washing systems.
 - (v) Details describing the construction and operation of a dust suppressant system for the coke piles.
 - (vi) Details describing the construction and operation of any permanent dust handling equipment and the associated dust control equipment within the facility.
 - (vii) Details describing the construction and operation of any existing or planned enclosed coke storage.

No specific
PM emission
limitations

- (viii) Details describing the type, number and use of mobile coke handling equipment operated on-site.
 - (ix) Housekeeping measures employed within and outside the facility to prevent fugitive coke dust.
 - (x) Details describing the type and method of use of any other mitigating measures employed to prevent the release of airborne coke dust, such as chemical suppressant systems, coke pile sealants, coke pile covers, and/or wind barriers.
- (C) Persons subject to the provisions of the Interim Control Plan shall maintain for one year daily records of the tonnage and maximum height of the piles and the daily throughput in and out, by truckloads, of petroleum coke and provide these records for review by the Executive Officer on request.
- (2) All trucks, whether filled or empty, shall be washed sufficiently and all loads shall be watered, treated, covered or otherwise protected to prevent coke from being dropped onto public or private thoroughfares.
 - (3) Failure to comply with any provision of the approved Petroleum Coke Storage Control Plan shall constitute a violation of this rule.
 - (4) Compliance with the provisions of this rule or of the provisions of the Petroleum Coke Storage Control Plan does not exempt a person from complying with the requirements of Section 41700 and 41701 of the California Health and Safety Code, Rules 401, 402 and 403 of these Rules and Regulations, or any other applicable law, statute, code, ordinance, rule or regulation.
 - (5) In addition to the filing of the Interim Petroleum Coke Storage Control Plan, a person constructing enclosed storage shall meet the following compliance schedule:
 - (A) Negotiation and signing of contracts and submission of appropriate application for permits to construct enclosed structures: January 1, 1985.

- (B) Initiation of construction: July 1, 1985.
- (C) Completion of construction: June 1, 1986.
- (D) Assurance of final compliance: June 30, 1986.

(d) Exemptions

If an operator of an open petroleum coke storage facility can demonstrate that compliance with the Interim Petroleum Coke Storage Control Plan is sufficient to pose no significant risk of violating any other District rule, the Executive Officer may, after a hearing to which all affected persons are invited, waive the requirement that coke at the storage facility be enclosed and order the Interim Plan be made permanent, subject to annual review. At least 30 days prior to the required hearing, notice of the hearing shall be publicized in such newspaper of general circulation as the Executive Officer shall prescribe and shall be mailed to any person who has requested such notice.

Exemption
allowing
APCO
discretion

Referencing
SCAQMD
fee rules that
are not
applicable

- (e) For the purpose of determining the appropriate processing fees only, the filing of a Petroleum Coke Storage Control Plan shall be considered the equivalent of filing an application for a permit. The person submitting the Plan shall be assessed a filing fee and an engineering evaluation fee as described in Rules 301 and 301.1.
- (f) If any portion of this rule shall be found to be invalid or unenforceable, such finding shall have no effect on the validity and enforceability of the remaining portions of the rule, which are severable and shall continue to be in full force and effect.
- (g) The provisions of paragraph (a) are intended only to summarize Rule 1158 and to give guidance as to its interpretation. The provisions of paragraph (a) are not separate or distinct requirements, and if found to conflict with any other provision, there shall be no effect on the validity and enforceability of the rest of the rule.

Appendix “B”
Public Notice Documents

1. Proof of Publication – The Sun (San Bernardino County)
2. Proof of Publication – The Press Enterprise (Riverside County)

SB POP



The Sun (San Bernardino)
473 E. Carnegie Drive, Suite 250
San Bernardino, California 92408
(909) 386-3864

0011680473

Mojave Desert Air Quality
Management District
14306 Park Avenue
Victorville, California 92392

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of San Bernardino**

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Sun (San Bernardino); a newspaper of general circulation, printed and published in the City of San Bernardino*, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of San Bernardino, State of California, under the date of 06/20/1952, Case No. 73084. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

07/23/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at San Bernardino, California

On this 23rd day of July, 2024.

Peggy Thomas

Signature
*The Sun (San Bernardino) circulation includes the following cities: [UNKNOWN LIST]

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Governing Board of the Mojave Desert Air Quality Management District (MDAQMD) will conduct a public hearing on August 26, 2024 at 10:00 A.M. to consider multiple State Implementation Plan (SIP) Cleanup actions, specifically the removal of SCAQMD Rules 1148 and 1158 from the Palo Verde Valley/Blythe portion of the District and approval of California Environmental Quality Act (CEQA) documentation.

SAID HEARING will be conducted in the Governing Board Chambers located at the MDAQMD offices 14306 Park Avenue, Victorville, CA 92392-2316 where all interested persons may be present and be heard. Copies of the proposed SIP Cleanup actions and associated Staff Reports are on file and may be obtained from the Sr. Executive Analyst at the MDAQMD Offices. Written comments may be submitted to Brad Politez, Executive Director/APCO at the above office address. Written comments should be received no later than August 23, 2024 to be considered. If you have any questions you may contact Bertrand Gaschof at (760) 245-1661 x4020 or Michelle Zumwalt at x5756 for further information. Traducción esta disponible por solicitud.

SCAQMD Rule 1148 – Thermally Enhanced Oil Recovery Wells :
The 11/4/1982 version of SCAQMD 1148 is currently in the SIP for the Blythe/Palo Verde Valley area of the MDAQMD. There is no analogous rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the district as there are no sources covered by this rule in that area of the district. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD.

SCAQMD Rule 1158 - Storage, Handling and Transport of Petroleum Coke:
The 12/2/1983 version of SCAQMD 1158 is currently in the SIP for the Blythe/Palo Verde Valley area of the MDAQMD. There is no analogous rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the district as there are no sources covered by this rule in that area of the district. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD.

Pursuant to the California Environmental Quality Act (CEQA) the MDAQMD has determined that a Categorical Exemption (Class 6 – 14 Cal. Code Reg §15308) applies and has prepared a Notice of Exemption for this action.
The Sun (San Bernardino)
Published: 7/23/24

RS POP

THE PRESS-ENTERPRISE
KEEP YOUR EYES ON THE PRIZE
present
The Press-Enterprise
3512 14 Street
Riverside, California 92501
(951) 368-9229

Mojave Desert Air Quality Management District
14306 Park Avenue
Victorville, California 92392

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011680494

FILE NO. 0011680494

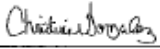
PROOF OF PUBLICATION

I am a citizen of the United States. I am over the age of eighteen years and not party to or interested in the above-entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

07/23/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: July 23, 2024.
At: Riverside, California


Signature

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Governing Board of the Mojave Desert Air Quality Management District (MDAQMD) will conduct a public hearing on August 26, 2024 at 10:00 A.M. to consider multiple State Implementation Plan (SIP) Cleanup actions, specifically the removal of SCAQMD Rules 1148 and 1158 from the Palo Verde Valley/Blythe portion of the District and approval of California Environmental Quality Act (CEQA) documentation.

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SCAQMD Rule 1148 - Thermally Enhanced Oil Recovery Wells :
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The 12/2/1983 version of SCAQMD 1158 is currently in the SIP for the Blythe/Palo Verde Valley area of the MDAQMD. There is no analogous rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the district as there are no sources covered by this rule in that area of the district. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD.

Pursuant to the California Environmental Quality Act (CEQA) the MDAQMD has determined that a Categorical Exemption (Class 8 - 14 Cal. Code Reg §15308) applies and has prepared a Notice of Exemption for this action.
The Press-Enterprise
Published: 7/23/24

Appendix “C”
Public Comments and Responses

No Comments

No public comment received.

Appendix “D”
California Environmental Quality Act
Documentation

1. Draft Notice of Exemption – San Bernardino County
2. Draft Notice of Exemption – Riverside County

DRAFT NOE's

Appendix “E” Bibliography

The following documents were consulted in the preparation of this staff report.

1. Action #1 1994 25 Jul
2. Action #9 1994 23 Feb
3. Agmt 77-102 JPA Termination
4. CARB Ex. Order G-73 1977 01 Feb
5. CARB to EPA Ltr Riv Co Opt in SCAQMD 1980 11 Aug
6. Creation Old SBCAPCD
7. JPA Creating SoCal APCD
8. 40 CFR 81.167 SED Intrastate AQCR
9. 42 FR 27000 NPRM 1977 26 May
10. 42 FR 46554 NPRM 1977 16 Sep
11. 43 FR 25684 1978 14 Jun
12. 43 FR 40011 Final 1978 08 Sep
13. 47 FR 25013 Final 1982 09 Jun
14. 50 FR 48798 1985 27 Nov NPRM SC1158
15. 52 FR 1627 1987 15 Jan FR SC1158
16. SCAQMD1158 1983 02 Dec from EPA 94 SIP Book
17. SCAQMD1158 2008 11 Jul
18. SCAQMD1158 CEQA Note 1999 28 Jun
19. SCAQMD1158 Contact Lst 1999 28 Jun
20. SCAQMD1158 Develop Flow 1999 28 Jun
21. SCAQMD1158 Min Item 1999 28 Jun
22. SCAQMD1158 Redline 1999 11 Jun
23. SCAQMD1158 Reso 1999 28 Jun
24. SCAQMD1158 SR Addendum 1999 28 Jun
25. Creation Old SBCAPCD
26. JPA Creating SoCal APCD
27. Letter Thread Pre AV_MD SIP Submissions 2014
28. Memo Re SC Records 1979 12 Jul
29. Minutes Summary 1994 22 Jun
30. Resolution #94-03 1994 23 Feb
31. Riv Co Reso #94-236 on MD Agenda 1994 25 Jul
32. SCAQMD1158 Stmt of Findings 1999 28 Jun
33. Stats 1976 Ch 354 SCAQMD Creation
34. Stats 1977 Ch 1195 SCAQMD opt in
35. Stats 1992 ch 642 MDAQMD Creation
36. USEPA Ltr MD SIP Clarification 2020 16 Mar
37. USEPA Ltr Thread 2015 1 Apr
38. SCAQMD1158 SR ChI-II 1999 28 Jun
39. SCAQMD1158 SR ChIII-IV 1999 28 Jun
40. SCAQMD1158 SR ChVII-End 1999 28 Jun

41. SCAQMD1158 SR ChV-VI 1999 28 Jun

The Sun (San Bernardino)
473 E. Carnegie Drive, Suite 250
San Bernardino, California 92408
(909) 386-3864

NOTICE OF HEARING

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Pursuant to the California Environmental Quality Act (CEQA) the MDAQMD has determined that a Categorical Exemption (Class 8 – 14 Cal. Code Reg 515308) applies and has prepared a Notice of Exemption for this action.
The Sun (San Bernardino)
Published: 7/23/24

0011680473

Mojave Desert Air Quality
Management District
14306 Park Avenue
Victorville, California 92392

**PROOF OF PUBLICATION
(2015.5 C.C.P.)**

**STATE OF CALIFORNIA
County of San Bernardino**

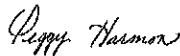
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Sun (San Bernardino), a newspaper of general circulation, printed and published in the City of San Bernardino*, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of San Bernardino, State of California, under the date of 06/20/1952, Case No. 73084. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

07/23/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at San Bernardino, California

On this 23rd day of July, 2024.



Signature

*The Sun (San Bernardino) circulation includes the following cities: [UNKNOWN LIST]

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Pursuant to the California Environmental Quality Act (CEQA) the MDAQMD has determined that a Categorical Exemption (Class 8 - 14 Cal. Code Reg §15308) applies and has prepared a Notice of Exemption for this action.
The Press-Enterprise
Published: 7/23/24

Mojave Desert Air Quality
Management District
14306 Park Avenue
Victorville, California 92392

Publication: The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc: 0011680494

FILE NO. 0011680494

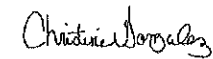
PROOF OF PUBLICATION

I am a citizen of the United States. I am over the age of eighteen years and not party to or interested in the above-entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper of general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

07/23/2024

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Date: July 23, 2024.
At: Riverside, California



Signature

NOTICE OF EXEMPTION



TO: Clerk/Recorder
Riverside County
3470 12th St.
Riverside, CA 92501
FROM: Mojave Desert
Air Quality Management District
14306 Park Ave
Victorville, CA 92392-2310

X MDAQMD Senior Executive Analyst

PROJECT TITLE: State Implementation Plan Cleanup: Rescission of South Coast Air Quality Management District Rule 1158 – *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District.

PROJECT LOCATION – SPECIFIC: San Bernardino County portion of the Mojave Desert Air Basin and Palo Verde Valley portion of Riverside County.

PROJECT LOCATION – COUNTY: San Bernardino and Riverside Counties

DESCRIPTION OF PROJECT: The 12/2/1983 version of SCAQMD 1158 is currently in the SIP for the Blythe/Palo Verde Valley area of the MDAQMD. There is no analogous rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the district as there are no sources in this category in that area of the district. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD.

NAME OF PUBLIC AGENCY APPROVING PROJECT: Mojave Desert AQMD
NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Mojave Desert AQMD

EXEMPT STATUS (CHECK ONE)
Ministerial (Pub. Res. Code §21080(b)(1); 14 Cal Code Reg. §15268)
Emergency Project (Pub. Res. Code §21080(b)(4); 14 Cal Code Reg. §15269(b))
X Categorical Exemption – Class 8 (14 Cal Code Reg. §15308)

REASONS WHY PROJECT IS EXEMPT: The proposed amendment is exempt from CEQA review because the SIP cleanup is not changing any rule language or requirements, and will not create any new emissions or adverse impacts on the environment. Because there is no potential that the adoption might cause the release of additional air contaminants or create any adverse environmental impacts, a Class 8 categorical exemption (14 Cal. Code Reg. §15308) applies.

LEAD AGENCY CONTACT PERSON: Brad Poiriez **PHONE:** (760) 245-1661

SIGNATURE: _____ **TITLE:** Executive Director **DATE:** August 26, 2024

DATE RECEIVED FOR FILING:

MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
BRAD POIRIEZ, EXECUTIVE DIRECTOR

14306 Park Avenue, Victorville, CA 92392-2310 • 760.245.1661 • Fax 760.245.2022 • www.MDAQMD.ca.gov • @MDAQMD

NOTICE OF EXEMPTION

TO: County Clerk
San Bernardino County
385 N. Arrowhead, 2nd Floor
San Bernardino, CA 92415

FROM: Mojave Desert
Air Quality Management District
14306 Park Ave
Victorville, CA 92392-2310



X MDAQMD Senior Executive Analyst

PROJECT TITLE: State Implementation Plan Cleanup: Rescission of South Coast Air Quality Management District Rule 1158 – *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District.

PROJECT LOCATION – SPECIFIC: San Bernardino County portion of the Mojave Desert Air Basin and Palo Verde Valley portion of Riverside County.

PROJECT LOCATION – COUNTY: San Bernardino and Riverside Counties

DESCRIPTION OF PROJECT: The 12/2/1983 version of SCAQMD 1158 is currently in the SIP for the Blythe/Palo Verde Valley area of the MDAQMD. There is no analogous rule in either the MDAQMD rule book or the SIP for the San Bernardino County portion of the district as there are no sources in this source category in that area of the district. There are also no facilities covered by this rule located in the Blythe/Palo Verde Valley area of the MDAQMD.

NAME OF PUBLIC AGENCY APPROVING PROJECT: Mojave Desert AQMD

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Mojave Desert AQMD

EXEMPT STATUS (CHECK ONE)

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LEAD AGENCY CONTACT PERSON: Brad Poiriez **PHONE:** (760) 245-1661

SIGNATURE: _____ **TITLE:** Executive Director **DATE:** August 26, 2024

DATE RECEIVED FOR FILING:

MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT

BRAD POIRIEZ, EXECUTIVE DIRECTOR

14306 Park Avenue, Victorville, CA 92392-2310 • 760.245.1661 • Fax 760.245.2022 • www.MDAQMD.ca.gov • @MDAQMD

Rule 1158 - Storage, Handling and Transport of Petroleum Coke

(a) Summary

The purpose of this rule is to reduce the potential of a public nuisance being generated by the emissions of airborne particulates from the storage, handling, and transport of petroleum coke. The rule will prohibit the open storage of petroleum coke after January 1, 1985, unless the operators can demonstrate that the pile poses no significant risk of violating any other District rule including the public nuisance rule. It is intended that the burden of proof will be on the operator.

Each operator of an open storage facility will be required to submit an Interim Petroleum Coke Storage Control Plan describing the steps that will be taken to construct enclosed structures and the interim measures that will be taken to mitigate any potential dust emissions until enclosed structures are constructed. If a plan cannot be approved, additional coke may not be added to the piles until approval is granted. The plan is the key to the goals of the rule, since a violation of any provision of the plan will be deemed a violation of the rule.

If the operator can demonstrate that compliance with the interim measures will likely prevent any violations of any other rules, the Executive Officer, after a public hearing, may approve the interim plan to be made permanent and exempt that facility from the requirement of enclosed storage. Such exemption shall be reviewed annually. The rule provides for a compliance schedule for constructing enclosed structures; it requires that construction begin by July 1, 1985, and compliance be assured by June 30, 1986.

In addition, the rule requires that trucks leaving the premises be washed and the loads watered, treated, or covered to prevent emissions. Furthermore, it requires the maintenance of certain records for review by the Executive Officer.

(b) Definitions

For the purpose of this rule:

- (1) Petroleum Coke is the solid carbonaceous residue remaining after all cracking and distillation of a petroleum refining operation.
- (2) Open Storage is the amassing and handling of solid material in an unconfined, uncovered pile.
- (3) Enclosed storage is the containment of solid material in a structure or other article, contrivance, or device for which the Executive Officer has issued a permit to operate.
- (4) Facility is a parcel, that portion of a parcel, or parcels of land in actual physical contact or separated solely by a public roadway or other public right-of-way, on which petroleum coke is stored, and owned or operated by the same person (or by persons under common control).
- (5) New Facility is any facility not in operation on the date of adoption of this rule.

(c) Requirements

(1) Coke Piles

- (A) A person shall not store petroleum coke in the open after January 1, 1985, except as otherwise provided for in subparagraphs (c)(5) or (d) of this rule. In addition, an Interim Petroleum Coke Storage Control Plan must be filed with the Executive Officer and the appropriate city or county planning department within 30 days of the passage of this rule delineating the steps that will be taken to construct enclosed storage structures, and describing the interim measures that will be taken to mitigate any potential dust emissions. The Executive Officer shall notify the applicant within 60 days after filing of the Plan of his approval, conditional approval, or disapproval, or whether additional information is required, and grant additional time to submit the information, if necessary. A person shall not add petroleum coke to any open storage pile after an Interim Petroleum Coke Storage Control Plan is disapproved

until the reasons for disapproval are overcome and such Plan as modified is approved, nor shall any person commence open storage of coke at a new facility, unless an Interim Petroleum Coke Storage Control Plan has been filed and approved as provided herein.

- (B) The Interim Petroleum Coke Storage Control Plan submitted for approval shall contain as a minimum the following information:
- (i) A contour map showing the location of the coke storage facility, the locations of the coke piles, and the surrounding land use.
 - (ii) Coke pile details consisting of the maximum daily amount of coke stored within the facility, the average and maximum daily wind velocities at the top of the coke piles, and the maximum height and coke pile configurations.
 - (iii) Mobile coke carrier details consisting of the type, size and maximum daily number of trucks; a description of the roadways used to transport the coke from the coke source to the facility and the roadways used to transport the coke from the facility to final destination, and the mitigation measures employed to contain the coke within open bed trucks.
 - (iv) Details describing the construction and operation of automatic truck washing systems.
 - (v) Details describing the construction and operation of a dust suppressant system for the coke piles.
 - (vi) Details describing the construction and operation of any permanent dust handling equipment and the associated dust control equipment within the facility.
 - (vii) Details describing the construction and operation of any existing or planned enclosed coke storage.

- (viii) Details describing the type, number and use of mobile coke handling equipment operated on-site.
 - (ix) Housekeeping measures employed within and outside the facility to prevent fugitive coke dust.
 - (x) Details describing the type and method of use of any other mitigating measures employed to prevent the release of airborne coke dust, such as chemical suppressant systems, coke pile sealants, coke pile covers, and/or wind barriers.
- (C) Persons subject to the provisions of the Interim Control Plan shall maintain for one year daily records of the tonnage and maximum height of the piles and the daily throughput in and out, by truckloads, of petroleum coke and provide these records for review by the Executive Officer on request.
- (2) All trucks, whether filled or empty, shall be washed sufficiently and all loads shall be watered, treated, covered or otherwise protected to prevent coke from being dropped onto public or private thoroughfares.
 - (3) Failure to comply with any provision of the approved Petroleum Coke Storage Control Plan shall constitute a violation of this rule.
 - (4) Compliance with the provisions of this rule or of the provisions of the Petroleum Coke Storage Control Plan does not exempt a person from complying with the requirements of Section 41700 and 41701 of the California Health and Safety Code, Rules 401, 402 and 403 of these Rules and Regulations, or any other applicable law, statute, code, ordinance, rule or regulation.
 - (5) In addition to the filing of the Interim Petroleum Coke Storage Control Plan, a person constructing enclosed storage shall meet the following compliance schedule:
 - (A) Negotiation and signing of contracts and submission of appropriate application for permits to construct enclosed structures: January 1, 1985.

- (B) Initiation of construction: July 1, 1985.
- (C) Completion of construction: June 1, 1986.
- (D) Assurance of final compliance: June 30, 1986.

(d) Exemptions

If an operator of an open petroleum coke storage facility can demonstrate that compliance with the Interim Petroleum Coke Storage Control Plan is sufficient to pose no significant risk of violating any other District rule, the Executive Officer may, after a hearing to which all affected persons are invited, waive the requirement that coke at the storage facility be enclosed and order the Interim Plan be made permanent, subject to annual review. At least 30 days prior to the required hearing, notice of the hearing shall be publicized in such newspaper of general circulation as the Executive Officer shall prescribe and shall be mailed to any person who has requested such notice.

- (e) For the purpose of determining the appropriate processing fees only, the filing of a Petroleum Coke Storage Control Plan shall be considered the equivalent of filing an application for a permit. The person submitting the Plan shall be assessed a filing fee and an engineering evaluation fee as described in Rules 301 and 301.1.
- (f) If any portion of this rule shall be found to be invalid or unenforceable, such finding shall have no effect on the validity and enforceability of the remaining portions of the rule, which are severable and shall continue to be in full force and effect.
- (g) The provisions of paragraph (a) are intended only to summarize Rule 1158 and to give guidance as to its interpretation. The provisions of paragraph (a) are not separate or distinct requirements, and if found to conflict with any other provision, there shall be no effect on the validity and enforceability of the rest of the rule.

SIP Cleanup: Rescission of South Coast Air Quality Management District Rule 1158 – *Storage, Handling and Transport of Petroleum Coke* as it appears in the SIP for the Blythe/Palo Verde Valley portion of the Mojave Desert Air Quality Management District



Proposed for Adoption on August 26, 2024

Chris Anderson, Planning & Air Monitoring Supervisor



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SIP Cleanup Summary



- The December 2nd, 1983 version of SCAQMD 1158 - *Storage, Handling and Transport of Petroleum Coke* is currently in the SIP for the Blythe/Palo Verde Valley area of the MDAQMD
- SC 1158 is intended to control PM emissions from the storage, handling, and Transport of Petroleum Coke
- The District does not have any applicable facilities

SIP Cleanup Action



- This action will continue the SIP cleanup activities by requesting the removal of the 1983 version of SCAQMD 1158 from the Riverside County portion of the MDAQMD SIP

Questions?

