

GLENN COUNTY AIR POLLUTION CONTROL DISTRICT

CARL MOYER PROGRAM POLICIES AND PROCEDURES



2008 GUIDELINES



GLENN COUNTY AIR POLLUTION CONTROL DISTRICT
720 NORTH COLUSA STREET
P.O. BOX 351
WILLOWS, CA. 95988
(530) 934-6500

TABLE OF CONTENTS

1.	Purpose.....	3
2.	Background	3
3.	Program Timeline	4
4.	Carl Moyer Program Implementation.....	4
5.	Match Funding	5
6.	Outreach Funds	6
7.	State and Matching Funds Commitment	6
8.	Project Solicitation and Outreach	6
9.	Project Categories	6
10.	Correspondence and Coordination with ARB Moyer Staff.....	8
11.	Project Selection	8
12.	Commitment of Funds to Project.....	9
13.	Contract Development (Grant Agreements)	9
14.	Expenditures: Project Invoice and Payment	9
15.	Project Inspections	10
16.	Project Tracking, Monitoring, Auditing, and Actions on Non-performing Grants ...	11
17.	District Reporting to ARB	12
18.	Project File Setup and Maintenance	12
19.	ARB Oversight.....	12
20.	Fiscal Management	13
21.	Interest Earned on Carl Moyer Program Funds	14

Attachments:

- A. Application
- B. Receipt of Moyer Application Letter
- C. Example Inspection and Audit Form
- D. Sample Grant Agreement (Contract)
- E. Sample Yearly Survey
- F. Sample Final Information Request
- G. Sample Modification or Prorated Payment Options Letter
- H. Sample Contract Extension Agreement
- I. Sample Project Exit Letter
- J. Sample Project Withdrawal Letter
- K. Sample Project Transfer Agreement

1. **Purpose**

The purpose of this Glenn County Air Pollution Control District (District) Policy and Procedures Manual is to provide staff guidance on how to implement the California Air Resources Board's (ARB) 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 2008 Carl Moyer Program Guidelines are also incorporated by reference into this manual.

2. **Background**

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

The Carl Moyer Program is implemented as a partnership between the ARB and local air districts. ARB provides overall administration and guidance for the program, with the funding and the implementation of the projects conducted by the local air districts (Glenn County). The approved latest Carl Moyer Program Guidelines (<http://www.arb.ca.gov/msprog/moyer/moyer.htm>), published by ARB in April 2008, provide the minimum requirements under which the Carl Moyer Program is administered by ARB and the districts. The Carl Moyer Program Guidelines are based on requirements specified in the state Health and Safety Code, Chapter 9. The Guidelines are updated, when necessary, to reflect significant additions or changes to the program. In addition, ARB staff issues Technical Advisories to provide further clarification on specific areas, and to reflect changes in regulations.

The Carl Moyer Program Guidelines require that each participating district establish Policies and Procedures for administration of the Carl Moyer Program. This document contains Policies and Procedures intended to provide an explanation of District policies with regard to local implementation of the Carl Moyer Program. It also contains procedures for the District's day-to-day operation of the Program in order to meet the requirements of the Health and Safety Code, Carl Moyer Program Guidelines, ARB Technical Advisories, and District policies and procedures.

The District policies and procedures do not replace the Carl Moyer Program Guidelines, but are intended to provide direction and procedures for the district's implementation of the Carl Moyer Program. The appendix to these policies and procedures includes samples of pertinent documents, forms, and specific district policies as referenced in this document. District staff should reference the Carl Moyer Program Guidelines for detailed descriptions of ARB's Carl Moyer Program procedures and requirements.

3. **Program Timeline**

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

The timeline for each year of funds is as follows;

Mid-September: ARB solicits applications from the districts based on allocations cited in Health and Safety Code section 44299.2(a).

Mid-November: District submits an application to ARB

Early January: ARB notifies District of final awards and sends documents to the District. APCO signs and submits documents to ARB; Staff prepares the initial funding allocation request, obtains APCO signature, and submits to ARB.

April 30: Deadline for the Districts to accept or decline funds.

January – December: Staff initiates program outreach to solicit proposals. Staff begins accepting applications and evaluating and inspecting proposed projects. Potential projects are screened using the ARB's CARL database.

February - December: Staff recommends most cost effective projects up to cost effectiveness limit to Air Pollution Control Officer (APCO) for approval and solicits additional projects as needed to commit all funds.

November 15: Staff submits Status Report to ARB.

August 31 of following year: Annual report to ARB – funds must be committed.

August 31 of second year: Final Report to ARB – Projects must be completed and all funds fully expended.

4. Carl Moyer Program Implementation

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

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

The ARB solicits district applications for the local programs by sending solicitation packets to the APCO at each district in mid-September. The application packet must be completed and submitted by the posted deadline, which is 60 days from the date of the solicitation. The application packet must include the completed application with original signature, documentation for the match commitment, Board resolution, an implementation plan for obligating the grant award, and documentation of commitment and expenditure of previous grant awards. Detailed requirements for each of these items are included in the Carl Moyer Program Guidelines, in the Program Administration section. The Air Pollution Control District Program Manager prepares the application for the Air Pollution Control Officer's signature. The Air Pollution Control Officer, with the assistance of the Program Manager, prepares the staff report and resolution for the Air Pollution Control Board.

The ARB 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 ARB serve as the minimum requirements that a district must use to structure its local implementation of a Carl Moyer Program funding program. An air district may elect to set local standards that are more stringent than those developed by ARB but in no case shall the district policies and procedures be less stringent than those established by ARB. 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 ARB staff. Current guidelines and advisories can be found at: <http://www.arb.ca.gov/msprog/moyer/moyer.htm>

ARB determines the final awards for each district. These awards are incorporated into a Grant Award and Authorization form, which specifies the amount of the award for projects, and outreach funding. Two original copies are sent to the district. The APCO signs both copies. Funds are accepted after the resolution is approved by the Air Pollution Control Board and submitted to the ARB. One is retained in district files and the other is returned to ARB. April 30 of each year is the deadline for acceptance of a grant award. As required in the grant award, the district meets all application stipulations in order to accept an award. From June 30 following the full execution of the agreement, the district has 12 months to commit funds and 24 months to expend the grant award. Any funds not expended within 24 months must be returned to ARB (Health and Safety Code sections 44287(k) and 44299.2(c)). Unexpended funds are returned to the ARB.

Following execution of the Grant Award and Authorization, the district must submit a Grant Disbursement Request to ARB to obtain funding. The district may request up to 10 percent of its allocation or \$100,000, whichever is greater, and one-half of the administrative funds. Prior to receiving the initial disbursement, the district must submit documentation of the commitment and expenditure of previous years' Carl Moyer Program funding and match funding. The ARB has the ability to allow a district in good standing to request the entire grant award on a case by case basis. Grant awards and disbursements are further described in the Carl Moyer Program Guidelines, Program Administration section. Any Carl Moyer Program funds provided by the State of California that are deposited in interest bearing accounts must be reported to ARB. The interest income must be used to fund projects that meet the current Carl Moyer Program Guidelines.

The APCO requests the grant disbursement. The funds are placed in an interest bearing account and fiscal personnel track the funds. Fiscal personnel maintain these files for the life of the projects funded.

The Glenn County Air Pollution Control Board has authorized staff to solicit project proposals for all qualifying Carl Moyer projects.

5. Match Funding

Districts participating in the Carl Moyer Program are required to provide \$1 in match funding for every \$2 of state Carl Moyer Program funding awarded by ARB, with a cap on statewide match funds at a total of \$12 million.

The Air Pollution Control Officer determines the amount of District match each year. The source of match funds is from AB 2766 funds. The Air Pollution Control District Manager manages these projects programmatically and the Chief Fiscal Officer manages them fiscally. All files are contained at the District offices and kept for the life of the project.

The Glenn County Air Pollution Control District currently collects AB 2766 (DMV) funds but does not collect the additional \$2.00 DMV fee, nor does it provide match funding from other district sources.

6. Outreach Funds

ARB sets aside up to ten percent of the total Carl Moyer Program annual funding for local air district outreach to implement the local program. These funds are distributed to each district based on the annual allocation of project funds that a district receives. Administrative funds may be used for direct costs associated with the tasks outlined in the Program Administration section of the Carl Moyer Program Guidelines, and must be documented by district staff.

All District staff note all Carl Moyer Project time spent on their timecard and the sums are tallied in the payroll and accounting worksheets. The data base files are on the District share drive. Fiscal personnel track these funds.

7. State and Matching funds Commitment

Each funding year, ARB specifies the amount of matching funds the District must provide. The District may use motor vehicle registration fees to satisfy this requirement if approved by the Air Pollution Control Board. Any mitigation program funds available to the district may also be used for matching funds. To count as matching funds, motor vehicle registration fees must be used on motor vehicle projects as defined in the Guidelines, which also include self propelled equipment like tractors and forklifts. Motor vehicle registration fees (AB 2766 - \$3 DMV fees) may not be used for stationary sources. Up to 15 percent of the match requirement may be provided through un-reimbursed “in kind services” (i.e.; the cost of District staff time over and above the amount reimbursed by program administration funds). See additional details on matching fund requirements in the Program Administration chapter of the state Carl Moyer Guidelines.

8. Project Solicitation and Outreach

The Carl Moyer Program allows District discretion in how projects are solicited. The District has elected to employ open application solicitation, a sign-up sheet in the office, verbal contact with sources and suppliers, web page announcements, and direct mail, e-mail, and faxes to individuals who have inquired. Districts are not required to fund all eligible categories, and may target specific categories. The District primarily solicits on-road, off- road, and Ag. projects. The APCD Board must approve the Carl Moyer Program districts participation in the Carl Moyer Program and delegate the APCO the authority to enter into agreements. The Air Pollution Control Officer approves all projects and signs all project agreements.

All applications must include a disclosure statement, identifying if the applicant has applied to other entities for funding and identification of the potential funding source(s). In addition, the applicant must certify that no other funding has been received for the project. Sample application forms, including funding certification, for each funding category are included in the appendix to this manual.

The District has a commitment to outreach to all sectors, including environmental justice communities, if Glenn County has these areas, and small businesses. This is accomplished through public workshops and meetings, one-on-one meetings, district mailing lists, and through the District website. Third-party engine suppliers are used for outreach along with District contacts involved with the permitting process.

9. Project Categories

The District prefers to accept the Carl Moyer Program application located on the District website (<http://www.countyofglenn.net>) but will accept ARB's standardized application forms titled "Stationary Agricultural Engines Project Application, Off-Road Compression Ignition Project Application, and On-Road Heavy Duty Truck Application." ARB's standardized application forms can be found at: <http://www.arb.ca.gov/msprog/moyer/guidelines/supplemental-docs.htm>.

Detailed Project Criteria for all project categories are contained in the state CMP Guidelines. Additional District policies and procedures are listed below along with notable state restrictions and other general information.

A. Stationary Agricultural Engines

These engines power booster pumps and water well pumps. They are regulated by ARB's stationary engine Airborne Toxic Control Measure (ATCM). Compliance deadlines begin to take effect on December 31, 2010. These pumps may be repowered with as little as a one-year project life, as described in the CMP Guidelines.

Trailer-mounted pumps are considered stationary as described in the January 25, 2008, letter to air districts from Robert D. Fletcher, Chief of ARB's Stationary Source Division. Engines owned by rental companies are not eligible.

Pump repowers will be funded using Moyer Program funds through the project selection process. Verified diesel emission control systems (VDECS), such as diesel particulate filters, are not required.

Maximum funding for agricultural pump repower projects with new diesel engines shall be 85 percent of the cost of the necessary equipment and some related parts. Installation labor costs are not funded.

Maximum funding for agricultural pump repower projects with electric motors shall be 85 percent of the cost of the equipment, and some related parts. Installation labor costs are not funded.

B. Off-Road Compression Ignition Repowers and Retrofits

This category includes construction equipment such as dozers, scrapers, graders, and loaders, as well as farm tractors and harvesters. VDECS are required on all funded repowers unless infeasible due to technology, safety, or cost. Funding is approved through the project selection process described in Section 11. Opportunities for funding to repower construction equipment are limited, especially equipment that is part of a "large" fleet, which is defined by the ARB as a fleet that exceeds 5,000 total horsepower. The highest Tier engine available must be used and the use of an engine lower than Tier 3 must be explained in writing by the manufacturer. Maximum funding ranges for repowers ranges from 75 percent to 85 percent of the cost of the project. VDECS are funded at 100 percent.

C. On-Road Heavy Duty Vehicle Repower, Retrofit

There are limited funding opportunities because ARB has adopted many fleet rules that affect on-road heavy-duty diesel-fueled vehicles. The following categories may be eligible for funding:

Repower Existing Vehicle: Repower an engine which is currently in the vehicle with a new engine. The proposed statewide truck and bus regulation would require the installation of VDECs in 2010 and 2011 and accelerated engine or vehicle replacement from 2012 to 2022. Small fleets with three or less vehicles and

school buses have different requirements and compliance dates. The Carl Moyer Program will only fund repowers to engines or systems that provide emission reductions that are surplus to the reductions associated with the regulation. Because of the surplus benefit requirement, along with technological constraints presented with the newer technology engines fitting into older chassis, ARB has determined that funding opportunities will be limited.

Retrofit Purchase: The installation of a VDECS. VDECS are required by or proposed for all on-road heavy-duty diesel vehicles in California.

Retrofits that provide early or extra emission reductions to the regulations may be eligible for funding, although such opportunities will be limited.

Up to 100 percent of VDECS cost plus some VDECS standard maintenance costs for the project life are eligible for Carl Moyer Program funding. VDECS for on-road heavy-duty vehicles that are not subject to a current on-road fleet regulation and provide a minimum three year project life may be eligible for funding. After December 31, 2008, retrofit projects will only be considered by ARB on a case-by-case basis. Funding is approved through the project selection process described in Section 11.

10. Correspondence and Coordination with ARB

ARB has assigned a staff liaison for each district. The current liaison assigned to the District is Katherine Garrison, (916) 322-1522, kgarriso@arb.ca.gov. Carl Moyer Program duties are performed by District Project Manager. Carl Moyer Program fiscal duties are performed by the District Chief Fiscal Officer. District staff shall document any correspondence with ARB staff regarding ARB interpretations, clarification, guidance or possible deviations from the Carl Moyer Program Guidelines. All documentation shall be kept in the Carl Moyer Program project files.

The ARB holds Carl Moyer Program Incentive Program Implementation (IPI) team meetings once a quarter, or as needed. These meetings give the District the opportunity to be involved in the formation of Technical Advisories and guideline modifications, to keep informed about other local district Carl Moyer Program activities, and to be informed on related ARB activities. All districts are required to attend at least two IPI meetings per year. District Program Manager or other staff attends these meetings.

ARB is developing a centralized database for all Carl Moyer Program projects, CARL. All districts will be required to use this database. ARB will provide training to district staff in the use of the database. The District currently uses CARL to screen, track and report all Carl Moyer Program projects.

11. Project Selection

In accordance with Health & Safety Code section 44288(a), districts must review all applications for completeness upon receipt and notify the applicants in writing within five working days of application receipt if the application is complete or not. Carl Moyer Rural Assistance Funds projects are selected by CAPCOA.

The District Project Manager reviews project applications for completeness. Applicants are notified by letter of any deficiencies. The project selection is generally made by the District staff within two months time. An additional two months are required to complete initial inspections and subsequently obtain signed contracts.

All projects must meet the minimum requirements as stated in the Carl Moyer Program Guidelines and ARB Technical Advisories.

Funds will be awarded based on the number of complete applications received by the primary application deadline (usually the second Friday in February) and the meeting of the \$16,000/ton cost effectiveness requirement. A secondary application file is created to hold late applications for possible future consideration. Engines purchased within Glenn County are eligible for 100 percent of the maximum eligible grant funds and engines purchased outside of Glenn County are eligible for 95 percent of the maximum eligible grant funds. Projects will be selected and funded by summing the total maximum grant amounts of all qualifying projects and dividing that total by the reciprocal of the total district award (\$180,000). If the resulting percentage (funding percentage) is above 70% than all qualifying projects are funded at the above calculated percentage of their maximum grant amount. If the percentage is less than 70% than the district only allows one project per applicant and recalculates the funding percentage. If again the funding percentage is less than 70% than the remaining projects are ranked, selected, and funded according to cost-effectiveness. In the event that applications are submitted on the same day and rank the same for cost effectiveness, projects will be funded in the order they are received until funds are exhausted. If there are any funds left over after the primary and secondary application process, projects will be funded on a first-come, first-serve basis to all applications that meet the criteria and requirements, while program funds are available. Selected projects must be entered into ARB's database.

Districts will enter application data into the CARL database before awarding project contracts.

12. Commitment of Funds to Projects

Once final selection of projects to receive awards has been completed and approved by district management, commitment of funds can take place. The APCO approves the distribution of funds and signs the project grant agreements. Agreements are signed by the participants and the APCO in the district office. Participants are given a copy of the agreement they signed in person. The agreements are then delivered to County Counsel for approval as to form. The fully signed agreements are kept by the District in the project file. The District is required to commit state funds one year from June 30 of the year the District receives its initial Grant Award and Authorization Form. A sample of this form is included in the Appendix.

13. Contract Development (Grant Agreements)

ARB requires that all Carl Moyer Program project contracts contain the following provisions: party names and date; contract term, including project completion and projection implementation/life; payment provisions, including maximum contract amount, the requirement for itemized invoices, funding disclosure and non-compliance terms; Carl Moyer Program compliance requirements; requirement for maintenance of engine/vehicle; project specifications and performance expectations, repercussions for non-performance, on-site inspections; records retention, reporting and auditing; insurance requirements; notices; and signature blocks for both parties.

Carl Moyer Contracts are developed under the direction of the APCO and grant funds must be completely liquidated within four years of the original date of contract execution.. They are reviewed by the ARB liaison during the Policies and Procedures review.

14. Expenditures: Project Invoice and Payment

Once the project contract is executed, District staff conducts the necessary post-inspection as described Section 15 below The District receives an original or certified copy of the original invoice requesting payment, and a completed IRS form W-9, the project may be paid for.

The District must receive an itemized invoice for a project and applicant must pass a post inspection before payment may be made. A project invoice must include enough detail to ensure only eligible project costs are being reimbursed.

Costs incurred 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.

Labor expenses must be included with the project invoice (including labor hours and hourly wage) to determine eligibility under Carl Moyer Program funding.

Taxes, installation costs for eligible hardware, and transport costs for eligible hardware are potentially eligible for Carl Moyer Program funding with the following exceptions. Installation costs for diesel-to-diesel agricultural pump repowers are not eligible for funding. Installation labor cost incurred by a grantee's own employees is not eligible for funding.

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 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.

Payments may be made either to the grantee or the equipment vendor. The Agreement gives the participant the ability to choose who the payment is made to.

For all on-road projects, if a compliance check was not previously completed, the District shall verify with its ARB district liaison that there are no outstanding violations prior to payment.

For projects where the participant must comply with an ARB 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 ARB to certify compliance, through ARB certification.

Invoices received after a project post-inspection has been completed must be evaluated for consistency with the project post-inspection form.

The District shall maintain copies of all invoices and documentation of payment in the project files. Project files will be kept for an additional two years after the project is completed.

Once the District Project Manager or District staff has completed the post inspection and determined that the project has met the contract requirements, the District Project Manager reviews the applicant invoice for correct amounts, approves it, and submits it to the Fiscal Officer for payment. The Fiscal Officer prepares a County Claim/Authorization for Release of Funds and submits it to the Glenn County Department of Finance office for payment. A copy of the claim and invoice is maintained in the program file for the life of the project plus two years. Progress payments can be made on a case by case basis.

15. Project Inspections

Pre- and post-inspections must be completed for all funded projects. The exception to the required inspections is for public fleets. Public fleets are discussed below in the pre- and post-inspection paragraphs.

A. Pre-Inspection

The pre-inspection process minimally includes recording the serial number of the baseline engine and verifying the information in the application about the baseline engine (make, model, model year, and horsepower). The pre-inspection shall also verify that the engine is operational (with a start up) and that the engine is working as described in the application (document function and use). “Operational” means that the engine must start and be able to perform its intended purpose. Photos shall be taken for the file. The photos must include at the minimum the applicant’s name, date the photos were taken, and the serial number of the engine. The photos must show the engine in the vehicle/vessel/equipment and show a close up of the engine plate

Project pre-inspections are conducted by the District Project Manager or district staff. This inspection shall occur before the contracts are signed by the participant or the Air Pollution Control Officer. The pre-inspection confirms engine and vehicle ID numbers and confirms that the engine runs. A vehicle photo is taken. The inspection report and photo are maintained in the program file for each project. Public fleet inspections are conducted in the same manner.

B. Post-Inspection

Post-inspection occurs after receipt of an invoice from the engine owner or equipment vendor, but prior to the District’s final reimbursement for the engine. In the case of public fleets of more than 20 vehicles, the District inspects a random number of vehicles or a total of five percent. The post-inspection verifies that the engine listed in the contract was installed. Information to be recorded includes serial number, make, model, model year, and horsepower. The engine must be operational in the equipment or vehicle as stated in the contract. “Operational” means that the engine must start and be able to perform its intended purpose. District inspectors shall visually witness all engines start-up and mobile projects operating as intended. Vehicle/engine information shall be documented with photos. If applicable, the post-inspection shall verify that the baseline engine or vehicle is destroyed or otherwise rendered non-operational. Depending on the method of destruction, District staff must see the destroyed engine, and take photos of the destroyed engine. The photos shall at least include the name of the owner and date of inspection. For engines with a complete, fully visible and legible engine serial number, District staff must see the destroyed engine or the receipt from the qualified vehicle salvage yard. For engines without a complete, visible, and legible serial number an alternative means of identification will be utilized. Engine destruction for the purposes of this program is to render the block unusable once it is determined that the serial number matches the serial number on the contract. All pre- and post-inspection photos will be maintained in the project file.

The destruction of the engine must be documented by district staff. District staff must verify either in-person or through photographic or video evidence that the destroyed engine serial number matches that on the project contract.

The District Program Manager or staff conducts the post inspection. Photos are taken of the new engine and the destroyed engine. Public fleets are fully inspected.

16. Project Tracking, Monitoring, Auditing, and Actions on Non-performing Projects

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 funded equipment is

being used and performing, and where this activity is occurring. Glenn County APCD will mail reporting forms to each grantee each year. Glenn County APCD will contact grantees that do not complete the first form by the specified deadline. 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 attached.

Staff will conduct audits of Year 10 and later projects that fail to submit the annual reporting form (including the last reporting form required at the end of the term of the grant agreement) within six months of the reporting deadline.

Staff shall conduct audits of at least 5 percent of Year 10 and later projects that have been funded for at least one year and are also within two years of contract expiration. Staff shall also conduct audits on at least 5 percent of Year 10 and later projects at the end of their contract term and all Year 10 and later projects that were found to be more than 30 percent below the contracted activity level during any previous audit.

Audits information requested by the District shall include verification that the funded engines are still operational in the same equipment and satisfy 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 EMU.

Non-performing Projects: All grant agreements contain a provision that the grantee may be excused from its provisions by requesting the termination of the Grant Agreement and returning funds on a pro rata basis. If the final report indicates that project activity is more than 20 percent below the level of use committed to in the grant agreement, the District shall extend the reporting term, attempt to recover funds, or consult with ARB to determine what, if any, action must be taken to ensure the emissions benefits are realized and captured. In addition, the District may audit all of the other engines owned by the same participant and included in the same Carl Moyer Program funded project.

The level of effort the District expends 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.

The audits and efforts to recover funds shall be reviewed by the Air Pollution Control Officer and will be dependent on staff availability and administration funds available.

17. District Reporting to ARB

District staff shall enter all Year 9 and later project data into the CARL database. Until the CARL database is capable of generating the Initial Reports, Final Reports, and Status Reports required by ARB, staff shall generate and submit those reports as directed by ARB on forms supplied by ARB.

District reporting to the ARB is done by the District Project Manager. All fiscal information is generated by either the Fiscal Officer or District Project Manager. All reports are approved by the Air Pollution Control Officer.

18. Project File Set-Up and Maintenance

The Glenn County APCD maintains documentation of solicitation and project selection by Moyer year, as well as program project and fiscal files.

Project files are set up and maintained by the District Project Manager and District staff. All project files are paper based. The ARB database is used for determining project cost effectiveness and selection. Each project file contains the application, contract, inspection reports, photos, invoices, payment information, and annual monitoring reports.

Fiscal files are maintained by the Fiscal Officer. The fiscal files contain individual project amounts and accounting information for the overall Carl Moyer Program. All files are retained for the life of the project plus two years.

19. ARB Oversight

As part of their oversight responsibilities, ARB staff performs desk reviews of the District Carl Moyer Program, on-site monitoring and audits. Audit of a District's program may involve other state agencies, such as the Department of Finance and State Bureau of Audits. Audits may be fiscal, programmatic, or both.

An audit situation would involve the District Project Manager, District staff, the Fiscal Officer, and Air Pollution Control Officer.

20. 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; printing, mailing, and travel costs; project monitoring and compliance expenses; and indirect costs such as general administrative services, office space, and telephone services.
- (b) Required Documentation. The District shall maintain the following documentation of Carl Moyer Program funds used for administration and outreach:
 - (1) Personnel documentation shall make use of the District's time accounting database.
 - (2) The District travel cost criteria shall be consistent with the District's written travel policies for other District programs and shall be documented by expense reports.
 - (3) Indirect cost calculation methodology to determine indirect costs of program administration are 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 District Fiscal). The District salaries and benefits reflect an after-the-fact distribution of actual work hours reported by staff using project codes applicable to the 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.

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

- (c) The above documentation, records, and referenced materials shall be made available for review during ARB 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 ARB.
- (d) Carl Moyer Program staff shall maintain expenditure spreadsheets that document the current state of commitments and expenditures for each program year. Spreadsheet expenditures shall be updated each time a payment request memorandum is sent to the fiscal department. Spreadsheet commitments shall be updated each time the Glenn County Air Pollution Control Board approves a new grant agreement. Updated spreadsheet shall be e-mailed to the fiscal department staff whenever requested.

21. Interest Earned on Carl Moyer Program Funds

Any interest accrued on Carl Moyer Program funds provided by the State that are deposited in interest bearing accounts must be reported to ARB. 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 account that tracks revenues, expenditures, and interest. Interest calculation for all fiscal programs, including the Carl Moyer Program, is performed by the County Treasury Department based on average daily balance. The District receives quarterly interest apportionment from the County Treasury Department.

Interest is easily and separately identifiable. The District segregates its Carl Moyer Program funds into separate accounts for program administration and Carl Moyer Program projects.

The District uses all interest earned in the project account to fund eligible Carl Moyer Program projects. The interest earned in the program administration account may be used for program administration.

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

Attachments

A. Application

**The Carl Moyer Memorial
Air Quality Standards Attainment Program**

Glenn County Air Pollution Control District

ENGINE/MOTOR REPLACEMENT/REBUILD APPLICATION

Please complete all applicable information and do so as accurately as possible. Local engine/motor distributors can provide all required information about the new engine/motor or the retrofit technology. If you have any questions feel free to call our office.

An itemized estimate of the new equipment installation must be included.

Please circle or highlight the type of project that this application is intended:

Ag. Pump Diesel	Ag. Pump Electrification	Off-Road Equipment	On-Road Equipment
Locomotive*			Forklift*

*Special Application Required

APPLICANT INFORMATION		
Organization/Company Name:		
Business Type:		
Project Name:		
Mailing Address:		
City:	State:	Zip Code:
Contact Name:		
Phone Number: ()	Cell Number: ()	
Fax Number: ()		
E-Mail Address:		
Street Address, Road Location, or Base of Equipment (please draw or attach map Page4):		
Will the Engine/Motor be Movable:		
Distance From Engine to the Nearest Off Site Residence or Business (feet):		

FUNDING DISCLOSURE

Have any engines, vehicles, or motors listed in this application been awarded funding from another private and or public/government agency or are any being considered for funding?

- Yes
- No

If "yes", complete the following four lines as well as the complete application:

Agency Applied to _____
 Date/Number of Agency Solicitation _____
 Funding Amount Requested or Received _____
 Status _____

GENERAL INFORMATION ABOUT THE NEW ENGINE/MOTOR REPLACEMENT OR REBUILD
Equipment/Engine/Motor Make and Tier:
Equipment/Engine/Motor Model (plus GVWR if applicable):
Equipment/Engine/Motor Year:
Engine/Motor Serial Number/VIN (if available):
Manufacturer's Maximum Rated Brake Horsepower, KW:
Fuel Type:
Estimated Annual Fuel Consumption (gallons/hr, KW hr):
Estimated Annual Hours/Miles of Operation:
Is the Engine/Motor Seasonal or Year Round:
Cost of New Engine/Motor Rebuild/Replacement:
Percent of Operation in Glenn County:
Certified NOx Emission Standard:
Certified PM Emission Standard:
Certified USEPA Standardized Engine/Motor Family Name:
DOT Number and/or CHP CA Number (if applicable):
GENERAL INFORMATION ABOUT OLD ENGINE/MOTOR REPLACEMENT OR REBUILD
Equipment/Engine/Motor Make and Tier:
Equipment/Engine/Motor Model (plus GVWR if applicable):
Equipment/Engine/Motor Model Year (estimate if necessary):
Engine/Motor Serial Number/VIN:
Manufacturer's Maximum Rated Brake Horsepower, KW:
Fuel Type:
Estimated Annual Fuel Consumption (gallons/hr, KW hr):
Estimated Annual Hours/Miles of Operation:
Is the Engine/Motor Seasonal or Year Round:
Cost of Rebuilding/Replacing Engine/Motor:
Percent of Operation in Glenn County:
Certified NOx Emission Standard:
Certified PM Emission Standard:
DOT Number and/or CHP CA Number (if applicable):
Will the Engine/Motor be purchased in Glenn County:

INFORMATION ABOUT THE INSTALLER	
Engine/Motor Installer:	
Street Address:	
City:	State:
Phone Number: ()	Fax Number: ()
Contact Name:	
REBUILD/RETROFIT TECHNOLOGY	
Rebuild/Retrofit Manufacturer:	
Rebuild/Retrofit Installer:	
Installer Street Address:	
City:	State:
Phone Number: ()	Fax Number: ()
Contact Name:	Rebuild Kit Number:
Description of Rebuild/Retrofit Technology (include expected tier level):	

I hereby certify that all information provided in this application and any attachments are true and correct.

Printed Name of Responsible Party:	Title:
Signature of Responsible Party:	Date:

THIRD PARTY CERTIFICATION

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

Printed Name of Third Party:	Title:
Signature of Third Party:	Date:
Third Party Certification Fee:	Source of Funding to Third Party:

AN ITEMIZED COST ESTIMATE IS REQUIRED WITH APPLICATION

MAP

Location of Existing Equipment/Engine/Motor



Contact: Ian Ledbetter
iledbetter@countyofglenn.net
Glenn County Air Pollution Control District
720 N. Colusa Street
PO Box 351
Willows, Ca. 95988
Phone: (530) 934-6500
Fax: (530) 934-6503

B. Receipt of Moyer Application Letter

County of *Glenn*

Air Pollution Control District

MARK D. BLACK
Air Pollution Control Officer
Director: Unified Program

JEAN S. MILLER
Assistant Air Pollution Control Officer
Unified Program

Date: _____

Project Title: _____

Applicant: _____

Your application for grant funding from the Carl Moyer Program Year 11 (2008-2009) has been received and deemed:

Complete

Incomplete

by the Glenn County Air Pollution Control District. This document indicates if the application is complete. *This is not a guarantee for funds.* When funds are available for dispersal all qualified applicants will be notified by telephone, e-mail, or in person.

If your application has been deemed Incomplete, the following must be amended:

- 1.
- 2.
- 3.
- 4.
- 5.

Thank You,

Ian Ledbetter
Air Pollution Specialist
Glenn County Air Pollution Control District

C. Pre and Post Inspection Form

Glenn County Air Pollution Control District



720 N. Colusa Street
 P.O. Box 351
 Willows, CA 95988
 (530) 934-6500 Fax (530)934-6503

Mark D. Black, Air Pollution Control Officer

Carl Moyer Program Inspection and Audit Form

Contact Information

Project Name:		Funding Source:	
Inspector(s):		Date:	
Facility Location:		Phone Number:	
Contact:	Owner's Name (if different):		
Inspection Type:	<input type="checkbox"/> PRE	<input type="checkbox"/> POST	<input type="checkbox"/> AUDIT

Project Information

Baseline Engine/Equipment

Make:	Year and Model:	
Serial Number/Other ID:	Tier:	
Verified Same As Application:	Operational:	
Photographs Taken (attached):	Engine Destroyed:	
Method of Destruction:	Fuel Type:	Horsepower:

New Engine/Equipment

Make:	Year and Model:	
Serial Number/Other ID:	Tier:	
Verified Same As Application:	Operational:	Total Hours:
Photographs Taken:	Fuel Type:	Horsepower:

Retrofit Device

Manufacturer:	Family:
Serial Number:	Manufacture Month:

Inspector Signature: _____

D. Sample Grant Agreement (Contract)

GLENN COUNTY AIR POLLUTION CONTROL DISTRICT
CARL MOYER LOW-EMISSION VEHICLE INCENTIVE PROGRAM
AGREEMENT

This Agreement (“Agreement”) is between the Glenn County Air Pollution Control District (“District”), a public agency of the State of California, and “Participant”, the original applicant to the Carl Moyer Program:

WHEREAS, Pursuant to California Health and Safety Code §41082, the District may undertake programs that include, but are not limited to, financial assistance or other incentives to fleet operators for the purchase, conversion, or operation of low-emission motor vehicles; and

WHEREAS, on _____ the Glenn County Air Pollution Control Board approved Resolution No. _____ authorizing the “Low-Emission Engine/Vehicle Program;” and

WHEREAS, the “Low-Emission Engine/Vehicle Program” provides incentives to fleet operators and individuals for the purchase and/or retrofit of heavy-duty engines and vehicles operating at low-emission levels; and

WHEREAS, pursuant to the April 20, 1999 Minute Order of the Glenn County Air Pollution Control Board, the Air Pollution Control Officer is authorized to execute incentive agreements for the “Low-Emission Engine/Vehicle Program;” and

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

WHEREAS, the California Air Resources Board (CARB), as an intended third party beneficiary, reserves the right to audit, inspect, and enforce the terms of the Agreement at any time during the Agreement term.

NOW THEREFORE, the parties agree as follows:

1. “Participant” agrees to accept in full satisfaction thereof, an amount up to \$ _____, for the purchase of a heavy-duty low-emission engine repower, replacement, or retrofit subject to the terms of this Agreement. Payment must not exceed the contract amount and will not be given until the engine is operational, the district receives the invoice, and the post-inspection is completed
2. This Agreement shall begin upon the execution, signed by, both parties and terminates on ____/____/____, _____ years from execution. Execution here is defined as the date that the engine or parts has been installed and verified with a post-inspection.
3. “Participant” agrees to execute the agreement within 6 months of contract approval.
4. _____ (Initial) “Participant” agrees that no guarantee of funds is made to the “Participant” until the Agreement is fully executed. Payment of the grant amount shall be made directly to the “Participant” or to the engine Vendor. “Participant” also agrees that work done prior to execution is at the “Participants” own cost.
5. The low-emission technology of the vehicle(s)/engine(s) shall be certified for sale or under experimental permit for operation in California and show at least a 30% reduction of NOx emissions compared to the applicable standard for that engine year and application in one of three ways:
 - California Air Resource Board (CARB) certification testing.
 - U.S. Environmental Protection Agency certification testing.
 - Emission testing at a laboratory approved by the U.S. Environmental Protection Agency, CARB, and or the District. The testing must be performed in a manner acceptable to the Air Pollution Control Officer.

6. "Participant" agrees that vehicle(s)/engine(s) covered under this Agreement meet all the eligibility requirements and shall be operated in a manner consistent with those eligibility requirements as described in the "Low-Emission Engine/Vehicle Program"-General Policy and Procedure Statement, this statement hereby is incorporated into this Agreement and maintained according to manufacture's specifications for the life of the project.
7. "Participant" shall complete and return all requested information and surveys sent from the Glenn County Air Pollution Control District, yearly, starting no later than 18 months after the post-inspection and continuing for the entire term of this Agreement. The District reserves the right to audit the project at any time. "Participant" shall also maintain records related to this project and retain those records for at least three years after expiration of the term of this Agreement.
8. "Participant" agrees to maintain a working and non-resettable engine hours meter and/or an approved usage-measuring device on all engines for the duration of the contract and allow the District access to the meter. If device fails, the owner must notify district and take action to fix device or provide other documentation of operating hours.
9. "Participant" agrees that the District and ARB will have access to project site to perform necessary monitoring and enforcement.
10. "Participant" agrees that the repower or replacement engine(s), authorized under this agreement by the Glenn County Air Pollution Control District Carl Moyer Program, will be operated and maintained at least 75% of the time within the boundaries of the Glenn County Air Pollution Control District throughout the life of the contract.
11. "Participant" agrees that the original engine(s) to be replaced by this program is the same as the engine stated in the application, and restated in "Exhibit A.2". Said engine(s) will be destroyed immediately or otherwise rendered inoperable immediately after new engine installation, unless original engine is Tier II or newer. The District can personally observe the "Participants" destruction of the engine block or proof of destruction or inoperability shall be submitted to the Glenn County Air Pollution Control District office within 30 days of new engine installation. Engine destruction may include, but is not limited to: salvage receipt (with serial number), putting a hole (at least five inches in diameter) in the engine block (with accompanying photos with serial numbers visible in photo), welding the cylinder(s) to prevent re-use, or any other means acceptable to the Glenn County Air Pollution Control District.
12. "Participant" shall defend, indemnify, and hold harmless District, its officers, agents, employees, and volunteers from any and all losses, costs, damages, fines, or expenses (including attorney fees, court costs, and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of the responsibilities required of "Participant" by this Agreement or which are related in any way to the vehicle(s) for which financial assistance or other incentives are received from the District by "Participant".
13. _____ (Initial) "Participant" agrees that each vehicle or engine will operate a minimum amount of usage as shown in Exhibit "A.1"- Performance Requirements during the term of this Agreement. Upon termination of this Agreement, if the vehicle/engine fails to fulfill the minimum required operation, "Participant" shall return to the Glenn County Air Pollution Control District an amount based on the difference between the required operation amount and the actual amount operated, times the payback factor shown in Exhibit "A.1". The District reserves the right to extend the duration of the contract if the vehicle/engine(s) fails to fulfill the minimum required operation. "Participant" understands that the Air Pollution Control Officer may relieve this obligation to return the funds depending on the circumstances.
14. "Participant" acknowledges that receipt of this incentive prohibits application for any form of emission reduction credits for this project including: Emission Reduction Credit (ERC), Mobile Emission Reduction Credit (MERC) and/or Certificate of Advanced Placement (CAP), for all time, from Glenn County Air Pollution Control District or any other Air Quality Management or Air Pollution Control District.

15. _____(Initial) "Participant" agrees, by signing this contract for this project, the owner (or designee) shall not submit and has not submitted another application or sign another contract for the same specific engine(s) with any other source of Carl Moyer funds, including but not limited to, other Districts or the Air Resources Board for a multi-District solicitation. Penalties for submitting multiple applications or signing multiple contracts for the same project included disqualification of Carl Moyer funds for this current application cycle.
16. "Participant" is aware that engines purchased within the county are eligible for 100 percent of the maximum eligible grant funds and engines purchased outside the county are eligible for 95 percent of the maximum eligible grant funds.
17. "Participant" agrees to be responsible for all applicable taxes on all equipment purchased.
18. "Participant" agrees to be responsible for all costs less percentage of engine(s) cost covered by the District and where applicable, slow start and variable frequency panels.
19. "Participant" hereby asserts that the purchase of low NOx emission vehicle(s)/engine(s) is a completely voluntary act; and the District has made no representations or guarantees to the "Participant" regarding the quality, condition, or proposed use of the low NOx emission vehicles purchased by "Participant".
20. This Agreement and any payments to "Participant" for compensation and expenses are subject to the provisions and limitations imposed by the California Health and Safety Code, including §41081(d), the use of funds received as a result of the State Department of Motor Vehicles surcharge. District shall have no liability for payment of any compensation and expenses that are found to be in contravention to the California Health and Safety Code. "Participant" shall reimburse District for any compensation and expenses paid by District to "Participant" and later determined to be in contravention to the Health and Safety Code.
21. The representative of "Participant" signing this Agreement on behalf of "Participant" (authorized signature) affirmatively states that he or she has legal authority to bind "Participant" to the terms of this Agreement.
22. Correspondence between the District and "Participant" should be addressed to the following:

To District	To "Participant"
Ian Ledbetter Glenn County Air Pollution Control Dist. P.O. Box 351 Willows, CA 95988 Phone: (530) 934-6500 Fax: (530) 934-6503	

The address and/or contacts may be changed by written notice to the other party. Nothing shall preclude the giving of this information by personal service.

23. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
24. No performance to be rendered or payment due under this Agreement may be delegated or assigned.

Approved: _____
 "Participant" (Title)

Date _____

Approved: _____
 Mark Black
 Air Pollution Control Officer

Date _____

Approved as to Form: _____
 Thomas Agin
 County Counsel

Date _____

EXHIBIT "A"

1.

PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 13 of this Agreement.

New Vehicle/Engine Make and Model	Serial Number*	Yearly Usage & Total Usage at contract expiration	Reimbursement Amount (Payback Factor)	Contracted Total Grant Amount
		_____	Percentage of total contracted hours unfulfilled at contract expiration multiplied by total grant amount.	\$ _____

*Serial Number will be filled in by the Glenn County Air Pollution Control District upon verification of project completion.

2.

EXISTING ENGINE SPECIFICATIONS

The below listed vehicle(s)/engine(s) specifications must match the specifications turned in with the application, and be running at the time of pre-inspection.

Old Vehicle/Engine Make, Model, and Year	Serial Number

E. Sample Yearly Survey

County of *Glenn*

Air Pollution Control District

MARK D. BLACK
Air Pollution Control Officer
Director: Unified Program

JEAN S. MILLER
Assistant Air Pollution Control Officer
Unified Program

Carl Moyer Program
2008 *Mandatory* Yearly Survey

Dear Carl Moyer Recipient,

As is stated in our Agreement, you are receiving this annual survey form from the Glenn County Air Pollution Control office to collect data for the Carl Moyer Program on your particular engine(s). Please fill in all of the information requested and return it to our office within 30 days of receipt of this notice. We appreciate your information and help in maintaining this successful program. To insure your continued participation and to validate your Agreement, your information is vital and your timely response is appreciated. If you have any problems, concerns, or questions, please feel free to call me at (530) 934- 6500 or email me at iledbetter@countyofglenn.net.

Thank you,

Ian Ledbetter
Air Pollution Specialist
Carl Moyer Program

Project Year and Title: _____

Carl Moyer Year: _____

Engine Make, Model, and Horsepower: _____

Engine Serial Number and Location: _____

(Draw a map on the back if you have moved the engine from its original location)

Number of hours on Meter: _____

Miles (*On-road only*): _____

Percentage of Operation in CA: _____

F. Final Information Request

County of *Glenn*

Air Pollution Control District

MARK D. BLACK
Air Pollution Control Officer
Director: Unified Program

JEAN S. MILLER
Assistant Air Pollution Control Officer
Unified Program

August 7, 2008

Carl Moyer Program Final Information Request

Dear Carl Moyer Program Participant,

The Carl Moyer Program Year 5 (2003) contract, entered into between yourself and the Glenn County Air Pollution Control District, is approaching expiration. One of the contractual obligations requires you to submit the total number of hours that the contracted engine/motor was used as of 2008 (Five years from the contract signing). If the total hours on the engine meet the requirements stated in the contract, the contract is considered successfully executed and we will send you an exit letter from the program. If the hours have not met the contractual obligations, the District may choose to extend the contract until the hours reach the requirement or require prorated payback of some of the granted funds. The District will be auditing a statistically significant number of completed projects each year. Please return this form by mail or fax, or you may call or e-mail the information to the District within 30 days of receipt. If you have any questions or concerns, please call us at (530) 934-6500.

Thank you for your time and promptness,

Ian Ledbetter
Air Pollution Specialist
iledbetter@countyofglenn.net

Carl Moyer Program Year 5 Final Information Request

Contract Date	
Project Name	
Engine Make and Model	
Engine Serial Number	
Total Hours on Meter	

G. Modification or Prorated Payment Options Letter

County of *Glenn*

Air Pollution Control District

MARK D. BLACK
Air Pollution Control Officer
Director: Unified Program

JEAN S. MILLER
Assistant Air Pollution Control Officer
Unified Program

April 2007

Carl Moyer Program Contract Modification or Prorated Payment

Dear Carl Moyer Program Participant,

The Glenn County Air Pollution Control District (District) appreciates your response to the “Final Information Request” sent to you. As stated in the contract (item 7) you entered into with the District in 2002, if the total hours have not met the contractual obligations, the District may choose to require a prorated amount returned to the District, or relieve this obligation in another manner. The obligation may be relived by extending the contract until the hours satisfy the contractual requirements up to a maximum of three years. We will be contacting you in reference to a time and date when we can schedule an appointment for contract modification or prorated payment. If you have any questions please call or e-mail me,

Regards,

Ian Ledbetter
Air Pollution Specialist
iledbetter@countyofglenn.net

H. Contract Extension Agreement

County of *Glenn*

Air Pollution Control District

MARK D. BLACK
Air Pollution Control Officer
Director: Unified Program

JEAN S. MILLER
Assistant Air Pollution Control Officer
Unified Program

THE CARL MOYER PROGRAM

CONTRACT EXTENTION

As stated in item 7 of the Glenn County Air Pollution Control District (GCAPCD) Carl Moyer Program “Year 3” contract:

7. “Participant” agrees that each vehicle or engine will operate a minimum amount as shown in Exhibit “A” – Performance Requirements during the term of this Agreement. Upon termination of this Agreement if the vehicle/engine fails to fulfill the minimum required operation, “Participant” shall return to the Glenn County Air Pollution Control District an amount based on the difference between the required operation amount and the actual amount operated times the payback factor as shown in Exhibit “A”. “Participant” understands that the Air Pollution Control Officer may relieve this obligation to return the funds depending on the circumstances.

This document is exercising the right of the Air Pollution Control Officer to relieve the obligation of the “Participant” to repay to the prorated amount referenced above. To relieve this obligation the GCAPCD has chosen to extend the original contract term _____ years from the original contract expiration date to fulfill the usage requirements.

With the signing of this document “Participant” agrees that all of the original contract requirements still apply, including maintaining the usage hours originally applied for. “Participant” agrees that the contract status will be evaluated yearly (if applicable) and will be reevaluated at the termination of this extension for project completeness.

Approved: _____
“Participant” (Title)

Date: _____

Approved: _____
Mark Black
Air Pollution Control Officer

Date: _____

I. Project Exit Letter

County of *Glenn*

Air Pollution Control District

MARK D. BLACK
Air Pollution Control Officer
Director: Unified Program

JEAN S. MILLER
Assistant Air Pollution Control Officer
Unified Program

February 21, 2008

The Carl Moyer Program Exit Letter

Dear Carl Moyer Participant,

The Glenn County Air Pollution Control District would like to thank you for your participation in the Carl Moyer Memorial Incentive Program. Your Carl Moyer Program Year 3 (2002) contractual obligations have been completed. We appreciate your cooperation and support with regards to this highly successful program over the past five years. We, the district, are open to any suggestions you may have regarding the implementation of this program, please contact us if you have any questions or comments.

Thank you again,

Ian Ledbetter
Air Pollution Specialist
iledbetter@countyofglenn.net

J. Project Withdrawal Letter

County of *Glenn*

Air Pollution Control District

MARK D. BLACK
Air Pollution Control Officer
Director: Unified Program

JEAN S. MILLER
Assistant Air Pollution Control Officer
Unified Program

April 29, 2008

Name
Project
Address
City, CA ZIP

PROJECT WITHDRAWAL

This letter is an official response to your request to withdraw your “Year 10” project “Sump Pump” from the Glenn County Carl Moyer Program and substitute it with a “Year 8 Carl Moyer Rural Area Program” contract. By signing and returning this letter you are denying your contracted Year 10 Carl Moyer funds (signed and dated 2-5-08) for this year. By signing this letter you are voiding the terms of the contract. You are not excluding yourself from future opportunities to qualify for future Glenn County Carl Moyer funds. If you have any questions please call or e-mail us at the District Office. Please sign and return this letter to our office within 30 days in the enclosed envelope.

Thank you for your time and promptness,

Ian Ledbetter
GCAPCD
iledbetter@countyofglenn.net

I, _____, (please print) do officially deny Glenn County Carl Moyer funds for year 10 and am aware that I can still be considered for future Carl Moyer Program funding.

(Participant signature and date)

K. Project Transfer Agreement

County of Glenn

Air Pollution Control District

MARK D. BLACK
Air Pollution Control Officer
Director: Unified Program

JEAN S. MILLER
Assistant Air Pollution Control Officer
Unified Program

Carl Moyer Program Agreement Amendment

Transfer of Agreement Terms

This document hereby transfers the terms of the Carl Moyer Program Agreement entered into between the Glenn County Air Pollution Control District and the original program Participant (_____), first signed on _____, to the new Participant (_____). By signing this document the new Participant agrees to comply with all of the terms and conditions of the Agreement for the project titled _____. The original Agreement expiration date is unchanged. This document releases the original program participant from the terms of this Agreement.

Signed:

_____ Date: _____
Original Program Participant

_____ Date: _____
New Program Participant

_____ Date: _____
Glenn County APCO