

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

Headquarters

200 Litton Drive, Ste. 320

Grass Valley, CA 95945

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

Gretchen G. Bennitt, APCO

Northern Field Office

257 E. Sierra Street, Suite E

Portola, CA 96122

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

NORTHERN SIERRA

AIR QUALITY MANAGEMENT DISTRICT

BOARD OF DIRECTORS

REGULAR BOARD MEETING

MONDAY

October 25, 2021

1:00 p.m.

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT
BOARD OF DIRECTORS REGULAR MEETING

October 25, 2021

1:00 P.M.

Join Zoom Meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/85786195587?pwd=L0ZwTkY0NDhiMTN2cW04aEhmUGR6Zz09>

Meeting ID: 857 8619 5587

Passcode: 207285

OR Dial by your location

1 669 900 6833

Meeting ID: 857 8619 5587

Passcode: 207285

Statement of Meeting's Public Participation Procedures:

In order to protect public health and safety due to concerns regarding COVID-19, this meeting will be held online via Zoom teleconference. In accordance with Governor Newsom's Executive Order N-29-20, citizens who wish to comment or listen to the meeting may do so via a dial in phone number or via remote computer access to the Zoom meeting, listed above. The public is encouraged to submit comments via email prior to the meeting to the Clerk of the Board at dawnl@myairdistrict.com by October 22, 2021. Any comments received will be distributed to all Board members.

Any person who wishes to address the Air District Board regarding any item not on the agenda, but within the jurisdiction of this Air District Board, may do so during the public comment period. However, the Air District Board is not permitted to take action or engage in discussion on topics which are not on the agenda. All items on the agenda will be open for public comments before final action is taken. The Air District Board requests public commenters state your name and association for the record before you speak. There is a 3 minute time limit per speaker, and a 15 minute total comment period per agenda item. The Chair has the discretion to limit the total discussion time on any item.

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

I. Standing Orders:

Call to Order.
Roll call and determination of quorum.

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

III. Approval and/or Modifications to Agenda

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

- A. Approval of regular meeting minutes – September 27, 2021
- B. Payment Details by Vendor Board Report – September 2021
- C. Authorization for Signing Nevada County Auditor Controller's Warrant Request Signatures for 2022
- D. Board of Directors Calendar Schedule for 2022

V. Administrative Report

- A. Approval for Executive Director to hire Air Quality Specialist at E Step.
- B. Authorize the Chair and Executive Director to sign an Agreement between Hansen Brothers and the Air District for a grant of \$53,375.83 from the Voluntary Nox Remediation Measure Funding to replace an 2001 Excavator with a lower emitting Excavator.
- C. Approve Resolution # 2021-09 which authorizes remote teleconference meetings of the Northern Sierra Air Quality Management District Board pursuant to the Ralph M. Brown Act.

VI. Director's Report

- A. Discussion of COLA for District Staff and APCO for FY 2021-22
- B. Status on Portola PM2.5 Nonattainment Area
- C. Conflict of Interest Forms (FPPC) DUE MARCH 15th

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

VIII. Schedule next Meeting – November 22, 2021

IX. Adjournment

PERSONS DESIRING TO ADDRESS THE BOARD

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

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

PUBLIC COMMENT:

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

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

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

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

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

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

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

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

POSTING AGENDA:

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

To: Northern Sierra Air Quality Management District Board of Directors

From: Gretchen Bennitt, Air Pollution Control Officer

Date: October 25, 2021

Agenda Item: III.A

Agenda Description: Approval and/or Modifications to Agenda

Requested Action: Discuss any modifications to agenda, approve agenda with a roll call vote

ROLL CALL VOTE REQUESTED

To: Northern Sierra Air Quality Management District Board of Directors

From: Gretchen Bennitt, Air Pollution Control Officer

Date: October 25, 2021

Agenda Item: IV.A

Agenda Description: Approval of regular meeting minutes – September 27, 2021

Requested Action: The minutes are attached for Board comment/approval.

ROLL CALL VOTE REQUESTED

Attachments:

1. Draft September 27, 2021 minutes

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

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

MINUTES

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT BOARD OF DIRECTORS SPECIAL MEETING

September 27, 2021

1:00 p.m.

This meeting was held by ZOOM/Telephone Conference

Members Present:

Supervisor Thrall, Chair
Supervisor Ceresola, Vice -Chair
Supervisor Roen
Supervisor Huebner
Supervisor Scofield

Members Absent:

none

I. Standing Orders:

Call to Order. Roll Call and Determination of Quorum.

Chair Thrall called the meeting to order at 1:01 P.M. A quorum was confirmed. Also present; Gretchen Bennitt, Executive Director; Melissa Klundby, APCSI; Julie Ruiz, APCSI; Dawn Lunsford, Clerk of the Board, Rose Asquith, Treasurer.

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

Chair Thrall called for public comment for items not appearing on the agenda. There was no public present to discuss any non-agendized items on the conference line.

III. Approval and/or Modifications to the Agenda

Chair Thrall asked if there were any requested modifications to the agenda. Hearing none, Supervisor Roen made a motion to approve the agenda. Supervisor Bullock seconded the motion. The motion was approved unanimously with a roll call vote.

IV. Consent Calendar

Supervisor Roen made a request to pull Item IV.C. (Proposed Adoption of FY 2021-2022 Operating and Restricted Budget) from the consent agenda for further discussion and

action. Supervisor Roen made a motion to approve the consent calendar with the exception of item IV.C. Supervisor Huebner seconded the motion. The motion was approved unanimously with a roll call vote.

IV. C Proposed Adoption of FY 2021-2022 Operating and Restricted Budget

Ms. Bennitt discussed that a public hearing was held on June 28, 2021 that was properly noticed. MS. Bennitt requested that the Board adopt the budget with a roll call vote and authorize the Chair to sign Resolutin # 2021-07. Supervisor Roen made a motion to approve the budget and authorize the chair to sign resolution # 2021-07. Supervisor Huebner seconded the motion. The motion was approved with a roll call vote.

V. Administrative Report

A. Discussion and Adoption of the AB2766 DMV Surcharge Proposals Grant Year 2022.

Each project manager for the proposed AB2766 grants gave a short presentation to the Board and answered specific questions from the Board. Following the presentations, the Board took the following actions:

Supervisor Bullock made a motion to approve \$75,000 of AB2766 funds be allocated to Tahoe-Truckee USD to replace an older school bus with a new bus that utilizes NOx and PM emission control systems; \$50,000 allocated to Town of Truckee for the purchase and installation of a renewable diesel fuel tank and infrastructure; \$37,800 to Sierra Senior Services for the purchase of one zero emission vehicle to replace 2 gas powered vehicles used for the delivery of Meals on Wheels to homebound seniors; \$17,008 to City of Grass Valley to replace a gas powered vehicle with a zero emission vehicle and the purchase and installation of charging station equipment. Supervisor Scofield seconded the motion. The motion was approved with a roll call vote.

Supervisor Huebner made a motion to approve \$ 5,752.00 for the Senior Citizens of Sierra County to support the continued operation of the senior vanpool services program which provides group transit services for the disabled and/or senior residents of Sierra County. Supervisor Roen seconded the motion. The motion was approved with a roll call vote.

Chair Thrall made a motion to approve \$16,835 to McGarr Excavations to replace a non-EPA compliant roller with an EPA compliant roller; \$16,835 to All Phase Landscape and Excavation to replace a non-EPA compliant roller with an EPA compliant roller. Supervisor Ceresola seconded the motion. The motion was approved with a roll call vote.

B. Public Hearing and recommended action for use of AB617 Implementation Funds to assist the City of Portola in the purchase of a chipper to reduce PM emissions from green waste.

Chair Thrall opened the public hearing to receive testimony from the public as to the District's recommendation to utilize AB617 Implementation funds to assist the City of Portola in purchasing a chipper. There were no comments from the public. Supervisor Roen made a motion to authorized that the Executive Director can sign an agreement with the City of Portola

to assist in the purchase of a chipper. Supervisor Scofield seconded the motion. The motion was approved with a roll call vote.

C. Re-appointment of Variance Hearing Board members – Tim Corkins and Tina Venable.

Ms. Bennitt regrettfully reported that Mr. Fred Hock, Variance Hearing Board member, recently passed away. The Board expressed sympathy and requested that the Executive Director send a letter of appreciation of his twenty-one years of service to Mr. Hock's family.

Supervisor Scofield made a motion to re-appoint Tim Corkins and Tina Venable for another 3 year term of serving on the variance hearing board. Supervisor Roen seconded the motion. The motion was approved with a roll call vote.

VI. Financial Report

A. Payment Details by Vendor Report – June – August 2021

Supervisor Bullock made a motion to approve the Payment Details by Vendor from June – August 2021. Supervisor Huebner seconded the motion. The motion was approved with a roll call vote.

B. End of Year Report for the Fiscal Year Ending June 30, 2021

Ms. Bennitt presented highlights of the end of year report. Supervisor Roen made a motion to approve the end of year report and attached budget amendments. Supervisor Huebner seconded the motion. The motion was approved with a roll call vote.

VI. Director's Report

A. Portola PM2.5 Nonattainment Area – Status Update

Julie Ruiz and Melissa Klundby reported progress in the Portola Federal PM Nonattainment area. There was also a discussion of the extreme smoke impacts on residents in all of Plumas County from the numerous wildfires.

VII. Concerns of the Board – Chair Thrall noted that the usual green waste delivery in Chester was postponed due to impacts from the wildfires in Plumas County.

VIII. Schedule next Meeting – Next meeting was scheduled for October 25, 2021.

IX. Adjournment

The meeting was adjourned at 2:07 P.M.

To: Northern Sierra Air Quality Management District Board of Directors

From: Gretchen Bennitt, Air Pollution Control Officer

Date: October 25, 2021

Agenda Item: IV.B

Agenda Description: Payment Details by Vendor Board Report – September 2021

Issues: Vendor Reports are available for the Board and Public to review

Requested Action: Review and approve reports.

ROLL CALL VOTE REQUESTED

Attachments:

1. Payment Details by Vendor Board Report – September 2021

3:28 PM
10/13/21

**Northern Sierra Air Quality Management District
Payment details by Vendor Board Report
September 2021**

Type	Date	Num	Memo	Account	Amount
Adecco					
Bill Pmt -Check	09/09/2021	237561	test	10-1000 · Cash, Operating Ge...	-104.63
Bill Pmt -Check	09/20/2021	237791	test	10-1000 · Cash, Operating Ge...	-41.85
Bill Pmt -Check	09/23/2021	237883	test	10-1000 · Cash, Operating Ge...	-55.80
Total Adecco					-202.28
ADP Fees					
Bill Pmt -Check	09/03/2021	EFT090321	processing charges for 8/20/2...	10-1003 · Cash, Bank Payroll ...	-50.63
Bill Pmt -Check	09/17/2021	587982987	PPE 9/3 paydate 9/9/21	10-1003 · Cash, Bank Payroll ...	-50.63
Total ADP Fees					-101.26
All Star Chimney, Eli Marchus					
Bill Pmt -Check	09/20/2021	V947509		20-1000 · Cash, Restricted Fu...	-258.00
Bill Pmt -Check	09/23/2021	V947667		20-1000 · Cash, Restricted Fu...	-258.00
Total All Star Chimney, Eli Marchus					-516.00
Asquith Business Service					
Bill Pmt -Check	09/09/2021	V947263	PPE 9/3/21	10-1000 · Cash, Operating Ge...	-1,375.00
Bill Pmt -Check	09/23/2021	V947648	PPE 9/17/21	10-1000 · Cash, Operating Ge...	-288.75
Total Asquith Business Service					-1,663.75
AT&T CALNET 3					
Bill Pmt -Check	09/09/2021	237591		10-1000 · Cash, Operating Ge...	-82.28
Bill Pmt -Check	09/23/2021	237931		10-1000 · Cash, Operating Ge...	-86.53
Bill Pmt -Check	09/30/2021	238106		10-1000 · Cash, Operating Ge...	-23.40
Total AT&T CALNET 3					-192.21
B of A					
Bill Pmt -Check	09/09/2021	V947193	PAYROLL	10-1000 · Cash, Operating Ge...	-15,768.67
Bill Pmt -Check	09/23/2021	V947569	9/23/21 net payroll	10-1000 · Cash, Operating Ge...	-15,768.67
Total B of A					-31,537.34
Bennitt, Gretchen					
Bill Pmt -Check	09/23/2021	V947549	Dental	10-1000 · Cash, Operating Ge...	-36.00
Total Bennitt, Gretchen					-36.00
CALPERS (Health)					
Bill Pmt -Check	09/23/2021	910595	Oct 2021	10-1000 · Cash, Operating Ge...	-5,611.11
Total CALPERS (Health)					-5,611.11

3:28 PM
10/13/21

**Northern Sierra Air Quality Management District
Payment details by Vendor Board Report
September 2021**

Type	Date	Num	Memo	Account	Amount
CALPERS (Retirement)					
Bill Pmt -Check	09/09/2021	910550	Classic UAL contribution	10-1000 · Cash, Operating Ge...	-9,053.50
Bill Pmt -Check	09/09/2021	910554	Monthly PERPA unfunded liabi...	10-1000 · Cash, Operating Ge...	-81.92
Bill Pmt -Check	09/09/2021	910553	8/26/21 Paydate	10-1000 · Cash, Operating Ge...	-1,006.80
Bill Pmt -Check	09/09/2021	910551	PPE 8/6/21	10-1000 · Cash, Operating Ge...	-2,086.28
Bill Pmt -Check	09/23/2021	910598	9/23/21 Paydate	10-1000 · Cash, Operating Ge...	-1,006.80
Bill Pmt -Check	09/23/2021	910596	9/23/21 Paydate	10-1000 · Cash, Operating Ge...	-2,086.28
Total CALPERS (Retirement)					-15,321.58
CALPERS 457 PLAN					
Bill Pmt -Check	09/09/2021	910552	8/26/21 Paydate	10-1000 · Cash, Operating Ge...	-1,570.00
Bill Pmt -Check	09/23/2021	910597	9/23/21 Paydate	10-1000 · Cash, Operating Ge...	-1,570.00
Total CALPERS 457 PLAN					-3,140.00
Intermountain Disposal, Inc. Vendor					
Bill Pmt -Check	09/09/2021	237588	METAL HAULING	20-1000 · Cash, Restricted Fu...	-125.00
Bill Pmt -Check	09/09/2021	237587		10-1000 · Cash, Operating Ge...	-16.57
Total Intermountain Disposal, Inc. Vendor					-141.57
Longmire, Sam					
Bill Pmt -Check	09/30/2021	238044	Vision	10-1000 · Cash, Operating Ge...	-74.00
Total Longmire, Sam					-74.00
Quincy Hot Spot					
Bill Pmt -Check	09/09/2021	237580		20-1000 · Cash, Restricted Fu...	-15,408.29
Bill Pmt -Check	09/20/2021	237811		20-1000 · Cash, Restricted Fu...	-5,000.00
Total Quincy Hot Spot					-20,408.29
Regional Government Services					
Bill Pmt -Check	09/30/2021	V947872	Review/Revise policies	10-1000 · Cash, Operating Ge...	-715.00
Total Regional Government Services					-715.00
Ruiz, Julie					
Bill Pmt -Check	09/30/2021	V947837	staff mtg Grass Valley	10-1000 · Cash, Operating Ge...	-89.60
Total Ruiz, Julie					-89.60
Supervisor Bullock					
Bill Pmt -Check	09/30/2021	V947856	9/27/21 Board Mtg	10-1000 · Cash, Operating Ge...	-100.00
Total Supervisor Bullock					-100.00

3:28 PM
10/13/21

**Northern Sierra Air Quality Management District
Payment details by Vendor Board Report
September 2021**

Type	Date	Num	Memo	Account	Amount
Supervisor Ceresola Bill Pmt -Check	09/30/2021	V947867	9/27/21 Board Mtg	10-1000 · Cash, Operating Ge...	-100.00
Total Supervisor Ceresola					-100.00
Supervisor Huebner Bill Pmt -Check	09/30/2021	238068	9/27/21 Board Mtg	10-1000 · Cash, Operating Ge...	-100.00
Total Supervisor Huebner					-100.00
Supervisor Paul Roen Bill Pmt -Check	09/30/2021	238104	9/27/21 Board Mtg	10-1000 · Cash, Operating Ge...	-100.00
Total Supervisor Paul Roen					-100.00
Supervisor Scofield Bill Pmt -Check	09/30/2021	238109	9/27/21 Board Mtg	10-1000 · Cash, Operating Ge...	-100.00
Total Supervisor Scofield					-100.00
Supervisor Thrall Bill Pmt -Check	09/30/2021	238067	9/27/21 Board Mtg	10-1000 · Cash, Operating Ge...	-100.00
Total Supervisor Thrall					-100.00
The Union Bill Pmt -Check	09/30/2021	V947821	recuitment	10-1000 · Cash, Operating Ge...	-693.00
Total The Union					-693.00
US Bank Bill Pmt -Check	09/23/2021	237860	various vendors	10-1000 · Cash, Operating Ge...	-3,571.87
Bill Pmt -Check	09/23/2021		various vendors	20-1000 · Cash, Restricted Fu...	-2,106.25
Total US Bank					-5,678.12
Wizix Technology Group Bill Pmt -Check	09/20/2021	237848	Copier	10-1000 · Cash, Operating Ge...	-87.53
Bill Pmt -Check	09/30/2021	238122	copier	10-1000 · Cash, Operating Ge...	-87.53
Total Wizix Technology Group					-175.06
TOTAL					-86,896.17

To: Northern Sierra Air Quality Management District Board of Directors
From: Gretchen Bennitt, Air Pollution Control Officer
Date: October 25, 2021

Agenda Item: IV.C

Agenda Description: Authorization for Signing Nevada County Auditor Controller's Warrant Request Signatures for 2022

Issues: Annual approval of the warrant request signature form is required by the Nevada County Auditor-Controller's office no later than January 31, 2022 to ensure continual processing of payment requests.

The District is requesting that the Board authorize the Chair and APCO to sign the warrant request signature form and submit it to the office prior to January 31, 2022.

Requested Action:

1. Authorize Chair and APCO to sign Authorized Signature Form for Warrant Requests for 2022 and submit to Nevada County Auditor/Controller's office prior to the January 31 deadline.

ROLL CALL VOTE REQUESTED

Attachments:

1. Authorized Signature Form for Warrant Requests for 2022

**COUNTY OF NEVADA
Auditor-Controller's Office
District and Commission Signature Authority
Calendar Year 2022**

District/Commission: Northern Sierra Air Quality Management
 Location: 200 Litton Drive, Suite 320
 Mailing Address: 200 Litton Drive, Suite 320
Grass Valley, CA 95945
 Telephone #: 530-274-9360
 Main Email Address: office@myairdistrict.com

DISTRICT / COMMISSION BOARD MEMBERS
--

NAME & TITLE	ADDRESS	PHONE NUMBER & EMAIL ADDRESS

PERSONS AUTHORIZED TO REQUEST PAYMENTS

NAME & TITLE	ADDRESS	PHONE NUMBER & EMAIL ADDRESS
Gretchen Bennitt, Executive Director	200 Litton Drive, Suite 320	(530) 274-9360 ext. 502
Signature	Grass Valley, CA 95945	gretchenb@myairdistrict.com
Joe Fish, Deputy Exec. Director	200 Litton Drive, Suite 320	(530) 274-9360 ext. 503
Signature	Grass Valley, CA 95945	joef@myairdistrict.com
Dawn Lunsford, Admin. Assistant	200 Litton Drive, Suite 320	(530) 274-9360 ext. 504
Signature	Grass Valley, CA 95945	dawnl@myairdistrict.com

The above information is correct and has been approved by the District Board/Commission meeting on

Board Date	Chairman	Today's Date
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*A minimum of two authorized signatures are required on all payment requests.
 At least one signature shall be a Board/Commission Member
 The District Board must approve all claims for payment prior to submittal.
 Additional documentation may be required by law or restrictions placed by this office
 Any changes must be reported within 10 days with an updated authorization
 Current authorization expires January 31
 Renewal must be received prior to January 31 to insure no delay in payments*

To: Northern Sierra Air Quality Management District Board of Directors
From: Gretchen Bennitt, Air Pollution Control Officer
Date: October 25, 2021

Agenda Item: IV.D

Agenda Description: Board of Directors Calendar for 2022

Issues: The schedule for 2022 is being presented for review, discussion and adoption. The Board meeting in July and December will be cancelled unless a need arises.

Requested Action:

1. Discuss and approve the calendar

ROLL CALL VOTE REQUESTED

Attachments:

1. Board Meeting Schedule for 2022

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

Gretchen Bennett, Executive Director

DISTRICT HEADQUARTERS

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

NORTHERN FIELD OFFICE

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

AIR QUALITY BOARD OF DIRECTORS MEETING SCHEDULE FOR 2022

The Northern Sierra Air Quality Management District Board of Directors meetings are scheduled on the fourth Monday of every month at 1:00 P.M. on the date and places listed below:

<u>DATE</u>	<u>LOCATION</u>
January 24	Video/Teleconference – Grass Valley and Portola
February 28	Video/Teleconference – Grass Valley and Portola
March 28	Video/Teleconference – Grass Valley and Portola
April 25	Video/Teleconference – Grass Valley and Portola
May 23	Video/Teleconference – Grass Valley and Portola
June 27	In Person – To Be Determined
*July 25	Video/Teleconference – Grass Valley and Portola
August 22	Video/Teleconference – Grass Valley and Portola
September 26	Video/Teleconference – Grass Valley and Portola
October 24	Video/Teleconference – Grass Valley and Portola
November 28	Video/Teleconference – Grass Valley and Portola
**December 26	Video/Teleconference – Grass Valley and Portola

* The July 25, 2022 meeting will be cancelled unless an urgent need arises.

** The December 26, 2022 meeting will be cancelled due to the Holiday.

BOARD MEETING LOCATIONS

Grass Valley: Northern Sierra Air Quality Management District Headquarters, Room 316, 200 Litton Drive, Grass Valley, CA 95945

Portola: Northern Sierra Air Quality Management District Northern Field Office, 257 E. Sierra, Unit E, Portola, CA 96122

SERVING THE COUNTIES OF NEVADA, PLUMAS AND SIERRA

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October 13, 2021

To: Northern Sierra Air Quality Management District Board of Directors
From: Gretchen Bennitt, Air Pollution Control Officer
Date: October 25, 2021

Agenda Item: V.A

Agenda Description: Approval for Executive Director to hire Air Quality Specialist at E Step

Issues: The District is in the process of filling a vacant Air Quality Specialist position. The top applicant has indicated that they would like to work for the District, but has requested a higher salary step level. The Executive Director has determined that the applicant is qualified to be hired at a salary step level E.

The applicant has over 15 years of valuable air quality experience and her hiring is contingent upon the salary being more comparable to current salary.

In order to remain competitive and in light of the applicant's extraordinary experience and qualifications, the APCO would like to offer a starting salary of \$70,948. This salary is reflective of the Air Pollution Specialist III, Step E.

In order to hire the applicant at the competitive rate, the APCO requires advance Board approval, per District Personnel Policy 2045.30 as follows:

2045.30 **Salary Step at Hiring:** It is the Board's intent that all newly hired employees should be appointed at Step A. However, the APCO may hire at steps B and C if the APCO finds that an applicant possesses extraordinary qualifications in terms of training and experience. In such instances, the APCO shall notify the Board of the appointment of an employee at advanced steps B and C and provide the reasoning behind such findings. Hiring at steps D and E requires advance Board approval.

The applicant has 15 years of air quality experience; 7 years of air quality monitoring and 8 years of working primarily in prescribed burning and program planning. Additionally, the applicant is certified as an Air Resources Advisor with the USFS.

A budget amendment would not be needed to hire the applicant at Step E, since the salary level is from November through June 30, 2022. The current budget demonstrates the vacant position being filled at a lower level for the entire fiscal year. There is an actual savings for FY 21-22.

Requested Action:

1. Approve that the APCO may offer the applicant a position starting at APCS III, Step E.

ROLL CALL VOTE REQUESTED

Attachment: Salary levels of Air Pollution Specialist

Salaries

AIR POLLUTION CONTROL SPECIALIST I

<u>Steps</u>	<u>Hourly Rate</u>	<u>Monthly Rate</u>	<u>Yearly Rate</u>
A	\$ 21.96	\$ 3,806.40	\$ 45,676.80
B	\$ 23.06	\$ 3,997.07	\$ 47,964.80
C	\$ 24.23	\$ 4,199.87	\$ 50,398.40
D	\$ 25.44	\$ 4,409.60	\$ 52,915.20
E	\$ 26.69	\$ 4,626.27	\$ 55,515.20

AIR POLLUTION CONTROL SPECIALIST II

<u>Steps</u>	<u>Hourly Rate</u>	<u>Monthly Rate</u>	<u>Yearly Rate</u>
A	\$ 25.44	\$ 4,409.60	\$52,915.20
B	\$ 26.69	\$ 4,626.27	\$55,515.20
C	\$ 28.04	\$ 4,860.27	\$58,323.20
D	\$ 29.46	\$ 5,106.40	\$61,276.80
E	\$ 30.92	\$ 5,359.47	\$64,313.60

AIR POLLUTION CONTROL SPECIALIST III

<u>Steps</u>	<u>Hourly Rate</u>	<u>Monthly Rate</u>	<u>Yearly Rate</u>
A	\$ 28.04	\$ 4,860.27	\$ 58,323.20
B	\$ 29.46	\$ 5,106.40	\$ 61,276.80
C	\$ 30.92	\$ 5,359.47	\$ 64,313.60
D	\$ 32.49	\$ 5,631.60	\$ 67,579.20
E	\$ 34.11	\$ 5,912.40	\$ 70,948.80

To: Northern Sierra Air Quality Management District Board of Directors
From: Gretchen Bennitt, Air Pollution Control Officer
Date: October 25, 2021

Agenda Item: V. B

Agenda Description: Authorize the Chair and Executive Director to sign an Agreement between Hansen Brothers and the Air District for a grant of \$53,375.83 from the Voluntary Nox Remediation Measure Funding to replace a 2001 Excavator with a lower emitting Excavator.

Issues:

The Air District promotes voluntary diesel engine emission reduction programs under cooperative agreements with eligible applicants to reduce public exposure to ozone precursors and toxic diesel particulate matter. Eligible projects must reduce NOx, and those reductions must be permanent, surplus, and quantifiable. Projects cannot be credited under both this plan and any other similar emissions reduction incentive program such as the Carl Moyer Program (CMP).

Staff has been working with various applicants to the Carl Moyer program to determine an eligible applicant for a specific emission reduction program, the Voluntary Nox Remediation Measure Funding, or NRM from the California Air Resources Board. Hansen Bros has a project in which the Nox reductions qualify them for the funding. The objective of this Grant Agreement is reduce the Nox air pollution emissions by fully replacing an uncontrolled excavator with a newer lower emitting excavator. The total Contract will be limited to \$53,375.83.

Requested Action:

Authorize the Chair to sign the agreement between the Northern Sierra Air Quality Management District and Hansen Brothers

ROLL CALL VOTE REQUESTED

Attachments:

1. Carl Moyer Contract #NOx NRM 2021-01 between Northern Sierra Air Quality Management District and Hansen Brothers

GRANT AGREEMENT

between

The Northern Sierra Air Quality Management District

and

Lerry Peterson of Hansen Bros. Enterprises, Inc.

This Agreement is made and entered into this _____ of _____, _____
day month year

by and between the NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT (NSAQMD), an air quality management district formed pursuant to the laws of the State of California, and Participant.

WITNESSETH

This Agreement (“Agreement”) between the Northern Sierra Air Quality Management District, a public agency of the State of California, hereinafter referred to as “District” and **Lerry Peterson of Hansen Bros. Enterprises, Inc.**, hereinafter referred to as “Participant”:

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

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

WHEREAS, under Resolution No. **2019-01** on **January 28, 2019**, NSAQMD’s Board of Directors authorized the NSAQMD to participate in Year **21** of the “Carl Moyer Memorial Air Quality Standards Attainment Program (Heavy-Duty Low-Emission Vehicle Incentive Program)”; and

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

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

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

1. PROJECT

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

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

1. The text of this Agreement;
2. Exhibits A, B, Exhibit B-1a to this Agreement;
3. The NSAQMD Year **21** Carl Moyer Incentive Program Policy and Procedures prepared by the NSAQMD; and,
4. The Carl Moyer Program Guidelines (April 27, 2017) and applicable Carl Moyer Program Advisories.

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

2. PERIOD OF PERFORMANCE/TIMETABLE

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

3. EQUIPMENT REPLACEMENT REQUIREMENTS

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

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

The Participant shall make these maintenance logs available for NSAQMD review upon request by the NSAQMD. To ensure accurate engine(s)/equipment reporting, Participant is required to maintain equipment (hour meters, odometers) necessary to

determine usage. The Participant must document usage during a failure of such equipment and provide the NSAQMD with that documentation with the Annual Usage Report. Failure to comply with these conditions will constitute a breach of this Agreement. Failure to maintain the engine(s)/equipment to the manufacturer's specifications will constitute a breach of this Agreement.

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

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

4. PERFORMANCE

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

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

designee(s), then one of the following performance compliance options for the project shall be selected by the NSAQMD:

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

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

Where:

R is the repayment amount;

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

O_{act} is the total actual engine(s) operation amount since the equipment purchase;

O_{con} is the total required engine(s) operation amount over the term of this Agreement defined in Exhibit A;

or,

2. The APCO may, at his or her sole discretion, relieve this obligation to return the funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. Additionally, the APCO may, at his or her sole discretion, require full reimbursement of all funds paid to the Participant.

5. RECORD KEEPING AND REPORTING

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

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

6. COMPENSATION

NSAQMD may reimburse Participant for up to **Fifty three thousand, three hundred seventy five dollars and eighty three cents (\$53,375.83)** ("Total Grant Award") if and when such funds become available to NSAQMD and are budgeted for this purpose by NSAQMD.

A. Payments: Only expenditures incurred by Participant in the direct performance of this Agreement can be reimbursed by NSAQMD. Participant shall invoice the NSAQMD in accordance with the schedule specified in Exhibit

A. Payments by NSAQMD to Participant for any services detailed in Exhibit A shall be permitted only after said services have been satisfactorily rendered, and after a written request and claim from Participant for such payment has been received by NSAQMD. Said written request shall set forth the work completed in the claim period and shall include copies of any and all invoices or financial records needed to verify that stated costs have been incurred by Participant. Invoices and supporting records shall be submitted to NSAQMD no more often than once every five months, unless prior approval for a greater frequency has been given by NSAQMD. Claims and all supporting documentation shall be submitted to the Northern Sierra Air Quality Management District (NSAQMD), 200 Litton Dr., Suite 320, Grass Valley, California 95945, Attention: Joe Fish.

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

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

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

Any and all obligations or commitments to reimburse Participant under this Agreement shall expire as of the earlier of (a) **March 31, 2022** or (b) termination of the Agreement pursuant to Paragraph 9, below; and that this Agreement may be terminated whether or not Participant has received its full reimbursement for the Total Grant Award. Therefore, Participant further understands, acknowledges, and agrees that this Agreement may terminate before full reimbursement for the Total Grant Award may be made.

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

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

C. Close-out Period: All final claims for repayment shall be submitted by Participant to NSAQMD within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by NSAQMD on claims submitted beyond the 60-day close-out period.

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

7. NON-ALLOCATION OF FUNDS

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

8. INDEPENDENT PARTICIPANT

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

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

9. TERMINATION

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

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to NSAQMD;
4. Improperly performed services; or
5. Participant breaches any requirements of the Carl Moyer Program Guidelines (April 27, 2017) and applicable Carl Moyer Program Advisories.

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

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

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

10. MODIFICATION

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

11. NON-ASSIGNMENT

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

12. INDEMNIFICATION

Participant agrees to indemnify, save, hold harmless, and at NSAQMD's request, defend NSAQMD, its boards, committees, representatives, officers, agents, and

employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to NSAQMD which arises from any negligent or wrongful acts or omissions of Participant, its officers, agents, subcontractors, or employees in their performance of this Agreement.

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

13. INSURANCE

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

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

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

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

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

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

14. AUDITS AND INSPECTIONS

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

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

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

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

15. NOTICES

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

PARTICIPANT

Lerry Peterson
Hansen Bros. Enterprises, Inc.
P.O. Box 1599
Grass Valley, CA 95945-

NSAQMD

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

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

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

16. POLITICAL ACTIVITY PROHIBITED

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

17. LOBBYING PROHIBITED

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

18. CONFLICT OF INTEREST

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

19. GOVERNING LAW

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

20. BINDING ON SUCCESSORS

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

21. TIME IS OF THE ESSENCE

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

22. DATA OWNERSHIP

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

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

23. NO THIRD-PARTY BENEFICIARIES

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

24. SEVERABILITY

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

25. TITLE TO EQUIPMENT

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

26. RIGHTS TO EMISSION REDUCTIONS

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

27. SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. ENTIRE AGREEMENT

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

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

Approved: _____ Date: _____
Lerry Peterson
Grantee

Approved: _____ Date: _____
Northern Sierra Air Quality Management District
Supervisor Sharon J. Thrall, Chair

Approved: _____ Date: _____
Northern Sierra Air Quality Management District
Gretchen Bennitt
Air Pollution Control Officer

EXHIBIT A

STATEMENT OF GRANT OBLIGATIONS

General

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

Project Description

	Existing Equipment	New or Replacement Equipment
Type	Excavator	Excavator
Make / Model	Caterpillar / 330C	Caterpillar / 335 F CR
VIN / Year	CAP00254 / 2002	OSGJ20910 / 2020
	Existing Engine	New or Replacement Engine
Make / Model	Caterpillar, C-9	Perkins, C7.1
Serial # / Year	4ZF00739 / 2001	D8T59355 / 2019
Fuel / HP	Diesel / 264 hp	Diesel / 200 hp
Hours of Op.	700 hrs/yr	700 hrs/yr (+/- 30%)
Family	1CPXL08.8HSK	KPKXL07.0BN1
Eng. Cert.	Tier 1	Tier 4 Final

Final Disposition of Existing Equipment

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

Total Grant Award

The Total Grant Award for this project shall not exceed **\$53,375.83**.

Matching Funds

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

Term of Agreement

1. For the purposes of this Agreement, the term of the Grant Agreement life is defined herein to be **Five (5)** years from the date of the final post inspection (To be filled in once final post inspection occurs. **Date:**).
2. Installation Deadline: Project shall be completed as soon as possible but must be completed before **March 31, 2022**.
3. No work may begin until contract is fully executed.

EXHIBIT B
ANNUAL GRANT STATUS REPORT FORMAT

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

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

Northern Sierra Air Quality Management District
Exhibit B-1a: Annual Engine Usage Report
(Agreement#: NOx NRM 2021-01)

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

SECTION 1: GRANTEE INFORMATION

Company/Grantee Name: Hansen Bros. Enterprises, Inc. / Lerry Peterson
Company/Grantee Address: Hansen Bros. Enterprises, Inc. / P.O. Box 1599, Grass Valley, CA 95945-
Company/Grantee Phone Number: (530) 273-3381
Date: _____

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

1. Location of Equipment /Engine Identified Below: _____
New Equipment: Caterpillar 335 F CR; VIN: _____
2. Model Year, Make, Model and Family Number of new equipment engine:
New Engine: 2019 Perkins C7.1 Family: KPKXL07.0BN1
Grant Agreement Usage: 700 hours/yr (+/- 30%)
3. Engine Serial #: _____
4. Power Rating: : 200 HP
5. Fuel Type: Diesel

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

1. Report Start Date: _____ (MM/DD/YY)
2. Report End Date: _____ (MM/DD/YY)
3. Percent of Time Operated in California: _____
4. Engine Use within the period stated above (complete all that apply):
_____ hours (**this number is required**)
_____ gallons (*this can be an estimate and is not required*)
_____ N/A _____ miles
5. Has the fleet modification functioned effectively over this period _____
(Yes/No; if No, please attach description of issue(s) & steps taken to resolve issue(s).

Signature _____ Date _____

Mail to: NSAQMD, 200 Litton Dr., Suite 320, Grass Valley, CA 95945 Email to: office@myairdistrict.com

To: Northern Sierra Air Quality Management District Board of Directors

From: Gretchen Bennitt, Air Pollution Control Officer

Date: October 25, 2021

Agenda Item: V.C

Agenda Description: Approve Resolution # 2021-09 which authorizes remote teleconference meetings of the Northern Sierra Air Quality Management District Board pursuant to the Ralph M. Brown Act.

Issues: In order to meet remote public meeting requirements, the Air District Board is required to consider approval of the attached Resolution # 2021-09.

Requested Action: Consider approval of Resolution # 2021-09

ROLL CALL VOTE REQUESTED

Attachments:

1. Resolution # 2021-09

Northern Sierra Air Quality Management District Resolution 2021-09

In the Matter Of: a resolution authorizing remote teleconference meetings of the Northern Sierra Air Quality Management District Board pursuant to the Ralph M. Brown Act.

WHEREAS, all meetings of the Northern Sierra Air Quality Management District Board are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 – 54963), so that any member of the public may attend, participate, and watch the legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions and requirements; and

WHEREAS, a required condition of Government Code section 54953(e) is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558(b); and

WHEREAS, a further required condition of Government Code section 54953(e) is that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body holds a meeting to determine or has determined by a majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency declaring a state of emergency exists in California due to the threat of COVID-19, pursuant to the California Emergency Services Act (Government Code section 8625); and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-07-21, which formally rescinded the Stay-at-Home Order (Executive Order N-33-20), as well as the framework for a gradual, risk-based reopening of the economy (Executive Order N-60-20, issued on May 4, 2020) but did not rescind the proclaimed state of emergency; and

WHEREAS, on June 11, 2021, Governor Newsom also issued Executive Order N-08-21, which set expiration dates for certain paragraphs of the State of Emergency Proclamation dated March 4, 2020 and other Executive Orders but did not rescind the proclaimed state of emergency; and

WHEREAS, as of the date of this Resolution, neither the Governor nor the state Legislature have exercised their respective powers pursuant to Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution the state Legislature; and

WHEREAS, the California Department of Industrial Relations has issued regulations related to COVID-19 Prevention for employees and places of employment. Title 8 of the California Code of Regulations, Section 3205(5)(D) specifically recommends physical (social) distancing as one of the measures to decrease the spread of COVID-19 based on the fact that particles containing the virus can travel more than six feet, especially indoors; and

WHEREAS, the Northern Sierra Air Quality Management District Board finds that state or local officials have imposed or recommended measures to promote social distancing, based on the California Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title 8 of the California Code of Regulations, Section 3205(5)(D); and

WHEREAS, in light of this recommendation, the Northern Sierra Air Quality Management District Board desires to continue to have the flexibility, to meet via teleconference; and

WHEREAS, as a consequence, the Northern Sierra Air Quality Management District Board does hereby find that it shall conduct its meetings by teleconferencing without compliance with Government Code section 54953 (b)(3), as authorized by Section 54953(e), and will continue to provide the public with access to the meetings as prescribed by Government Code section 54953(e)(2).

NOW, THEREFORE, BE IT RESOLVED that the Northern Sierra Air Quality Management District Board does hereby resolve as follows:

SECTION 1: Recitals. The recitals set forth are true and correct and are incorporated into this Resolution by this reference.

SECTION 2: State or Local Officials have Imposed or Recommended Measures to Promote Social Distancing. The Northern Sierra Air Quality Management District Board hereby proclaims that state officials have imposed or recommended measures to promote social (physical) distancing based on the California Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title 8 of the California Code of Regulations, Section 3205(5)(D).

SECTION 3: Remote Teleconference Meetings. The Northern Sierra Air Quality Management District Board will carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 4: Effective Date. This Resolution shall take effect immediately upon its adoption.

In a motion by Supervisor _____, and seconded by Supervisor _____, the foregoing resolution was approved and adopted by the Board of Directors of the Northern Sierra Air Quality Management District at a regular meeting held on October 25, 2021, by the following roll call vote:

Ayes:

Noes:

Absent:

Abstaining:

Approve: _____
Sharon Thrall, Chair of Board

Attest: _____
Dawn Lunsford, Clerk of the Board

To: Northern Sierra Air Quality Management District Board of Directors
From: Gretchen Bennitt, Air Pollution Control Officer
Date: October 25, 2021

Agenda Item: VI.A

Agenda Description: Discussion of COLA for District Staff and APCO for FY 2021-22

Issues:

The Executive Director is currently researching an appropriate COLA for FY 21-22, and plans to present this to the Board of Directors in a future meeting for consideration and approval.

In order to present accurate and relevant information to the Board to make a decision, the Director is compiling the following information:

1. Comparable salaries and benefits in nearby Air Districts, which includes
 - Health Benefits
 - PERS
 - Extraneous Benefits
2. Develop a 10 year strategy to demonstrate how the budget is sustainable, which includes
 - Identify and list all revenue and expense changes
 - Assume employees retire and are replaced
 - Include OPEB as an annual expense into an irrevocable fund balance
3. Health/OPEB

The APCO and Staff last received a COLA in July 1, 2017.

Requested Action: Direction from Board

To: Northern Sierra Air Quality Management District Board of Directors

From: Gretchen Bennitt, Air Pollution Control Officer

Date: October 25, 2021

Agenda Item: VI.B

Agenda Description: Status on Portola PM2.5 Nonattainment Area

Issues: Staff will update the Board on the latest information.

Requested Action: None, informational only

To: Northern Sierra Air Quality Management District Board of Directors

From: Gretchen Bennitt, Air Pollution Control Officer

Date: October 25, 2021

Agenda Item: VI.C

Agenda Description: Conflict of Interest Forms for the Fair Political Practices Commission (FPPC) are DUE MARCH 15th

Issues:

The Political Reform Act, Government Code Section 81000, et.seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. This is also required through District Policy #1020.

Requested Action:

1. Complete the required Conflict of Interest Forms online at <http://www.fppc.ca.gov/Form700.html>