

**SHASTA COUNTY AIR QUALITY MANAGEMENT DISTRICT HEAVY-DUTY
LOW-EMISSION VEHICLE/ENGINE INCENTIVE PROGRAM EQUIPMENT
DEALER CONTRACT AGREEMENT**

This Agreement ("Agreement") is between the Shasta County Air Quality Management District ("District"), a public agency of the State of California, and Clarklift West Inc. dba Team Power, a California Corporation ("Dealership or Dealer"), collectively, the "Parties" and individually, a "Party."

WHEREAS, pursuant to the Carl Moyer Memorial Air Quality Standards Attainment Program, Chapter 9 of Part 5 of Division 26 of the Health and Safety Code (commencing at § 44275), the District may undertake programs that include financial assistance or other incentives to reduce covered emissions from covered sources in California; and

WHEREAS, pursuant to the Carl Moyer Memorial Air Quality Standards Attainment Program, on April 5, 2016, the Shasta County Air Pollution Control Board ("APCB"), as the governing body of the District, approved Resolution Number 2016-01, (**ATTACHMENT A**), and approved Resolution Number 2016-02 (**ATTACHMENT B**) which are hereby incorporated and made a part of this Agreement authorizing the Off-Road Voucher Incentive Program (ORVIP) for Diesel Equipment and the Carl Moyer Air Quality Standards Attainment Program (Program) and

WHEREAS, the Program and the ORVIP provide incentives to fleet operators and individuals for acquisition of heavy-duty motor vehicles and engines operating at low-emission levels; and

WHEREAS, pursuant to Resolution Numbers 2016-01 and 2016-02, the Shasta County Director of Resource Management ("Director") is authorized to execute incentive Agreements for the Program and the ORVIP; and

WHEREAS, Dealership wishes to participate in the Off-Road Voucher Incentive Program (ORVIP) and abide by the ORVIP Guidelines ("Guidelines") identified as **ATTACHMENT C** of this Agreement, attached and incorporated herein, and represents that participation is not required by any local, state, and/or federal law, rule, or regulation.

NOW THEREFORE, the Parties agree as follows:

1. Unless otherwise specifically provided, the definitions set forth in Section 44275 of the Health and Safety Code shall govern the provisions of this Agreement.
2. Dealership agrees to participate in the ORVIP as a dealer and abide by the ORVIP Guidelines as specified in **ATTACHMENT C** (the "Guidelines").
3. This Agreement shall begin upon execution by both Parties and terminate on December 31, 2022.
4. District has not reviewed the Dealership's operations or reached any conclusion on the quality of the Dealership's operations. District is permitting the Dealership to enter into

this Agreement solely because Dealership has represented to the District that it is aware of the California Air Resources Board (CARB) Off-Road Voucher Incentive Program (ORVIP) Guidelines ("Guidelines"), and agrees to abide by the ORVIP requirements and Guidelines.

5. District and Dealership agree that if the California Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the ORVIP, this Agreement shall be of no further force and effect. In this event the State of California shall have no liability to pay any funds whatsoever to the District and Dealership or to furnish any other considerations under this Agreement. District reserves the right to cancel this Agreement immediately upon oral notice and not make payments under this Agreement should funding be decreased or otherwise not available for the ORVIP Program.
6. Payment: District will not pay or otherwise directly reimburse or compensate in any way the Dealership for its services rendered in keeping with this Agreement, but the benefit received by Dealership under this Agreement is the opportunity to participate in the ORVIP, which includes the corresponding opportunity for the Dealership to profit from the sale of equipment to ORVIP Participants.
7. Reduction in Equipment Purchase Price: Dealership should show the voucher amount on the replacement equipment invoice. This amount should not reduce the sales price of the equipment but should reduce the amount the participant will pay for the equipment. The receipt of voucher funds does not lower the base price of the equipment and does not reduce the tax basis of the equipment.
8. Voucher Payment: Dealership will be reimbursed by District for the voucher amount once the Dealership submits a complete Reimbursement Package to District as outlined in the Guidelines and in this Agreement.
9. Dealership Obligations: Dealership agrees to provide general information to ORVIP participants about the ORVIP Program. District will provide training to Dealership staff. Dealership agrees to assist ORVIP participants to correctly complete and submit the Application Package to the District. It is important to verify that all information is filled out correctly and that the participant understands the ORVIP Program.
 - a. Before the District may approve a voucher, an Application Package must be completed and submitted to the District. The Application Package must include all required documentation as outlined in the ORVIP Guidelines.
 - b. After the District notifies the Dealership of application approval, the Dealership will order the replacement equipment with an eligible engine, as specified in the Guidelines, and have the replacement equipment delivered to the Dealership.
 - c. Within thirty (30) days after the owner delivers the existing equipment and original, signed title to the Dealership, the Dealership must ensure the existing equipment is sent to a participating dismantler for destruction. District will provide a list of participating dismantlers to the Dealership.

10. Dealership Qualifications: Dealership warrants that it meets the following minimum qualifications for participation in the ORVIP, and will continue to meet these qualifications throughout its participation in the ORVIP.
 - a. Dealership has had a valid business license in California for a minimum of the last two (2) years.
 - b. Dealership maintains a minimum of one (1) employee that has successfully completed the training by District regarding the terms, conditions and requirements of the ORVIP Program. If Dealership maintains more than one location for equipment sales, then each location must have at least one employee who has successfully completed the training by District regarding the terms, conditions and requirements of the ORVIP Program. .
 - c. Dealership agrees to allow the District and the California Air Resources Board (CARB) to inspect equipment and audit program records covered under this Agreement during normal business hours. This provision shall survive the termination or cancellation of this agreement.
11. Inspections: Inspections described below require inspection forms be completed and photographs taken to document equipment and engine. Specific requirements are outlined in the Guidelines.
 - a. All inspections except for the dismantle inspection may be conducted by Dealership. If District requests Dealership to conduct an inspection, then the inspection must be conducted as follows:
 1. Pre-Inspection: Dealership shall submit a completed inspection form and photographs to District with the application; and
 2. Post-Inspection: Dealership shall submit a completed inspection form and photographs to District with Dealer Reimbursement Package (See Appendix J of the Guidelines); and
 3. Pre-Dismantle: Dealership shall submit a completed inspection form and photographs to District with Dealer Reimbursement Package (See Appendix J of the Guidelines).

If District conducts inspections, then inspections must be conducted in accordance with the ORVIP Guidelines.
12. Dealership Reimbursement: Dealership must submit a Reimbursement Package to District. A description of documents in the Reimbursement Package is listed in the Guidelines. The Reimbursement Package must include:
 - a. Reimbursement Invoice (See Appendix H of the Guidelines) should be signed and returned to District upon receipt; and
 - b. Final Dealership invoice signed by the applicant that shows the final purchase price less the voucher award; and

- c. Receipt of Voucher (See Appendix G of the Guidelines) signed by the participant; and
 - d. The original Voucher (See Appendix F of the Guidelines); and
 - e. Copy of Diesel Off-road On-line Reporting System (DOORS) registration (if applicable); and
 - f. Copy of finance documentation (if applicable); and
 - g. Copy of replacement equipment warranty information; and
 - h. Inspection forms and pictures of the existing equipment after it is turned in to the Dealership as specified in Appendix I of the Guidelines; and
 - i. Inspection forms and pictures of the replacement equipment as specified in Appendix I of the Guidelines; and
 - j. Location of the dismantler yard where the existing equipment will be destroyed; and
 - k. Date the existing equipment is delivered to or picked up by a participating dismantler.
13. Noncompliance: Remedies for noncompliance with this Agreement or Guidelines, include, but are not limited to, canceling the Agreement and recapturing voucher funds. CARB and District may disqualify Dealership from ORVIP participation and seek other remedies as available under the law for noncompliance with this Agreement or ORVIP requirements. At any time prior to the expiration date specified in Section 3, this Agreement may be terminated by the District upon 30-day written notice to Dealer if Dealer fails to meet any and all of the terms and conditions in this Agreement as determined by District. If this Agreement is terminated, Dealer shall refund the entire amount paid by the District to Dealer stated in Section 8 of this Agreement. The District may, at its sole discretion, waive all or a portion of the refund or allow Dealer an opportunity to cure the failure to meet the obligations of this Agreement. District's authority to terminate may be exercised by the Director or his/her designee.
14. To the fullest extent permitted by law, Dealer shall hold harmless and indemnify the District and the County of Shasta ("County"), their elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by the District and County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees, arising from the acts, errors, or omissions of the Dealer or any of Dealer's subcontractors, any person employed under Dealer, or under any subcontractor, or in any capacity, related to the terms and conditions of this Agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the District. Dealer shall also, at Dealer's own expense, defend the District and the County,

their elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against District and/or the County, their elected officials, officers, employees, agents, and volunteers, arising from the acts, errors or omissions of the Dealer or any of Dealer's subcontractors, any person employed under Dealer, or under any subcontractor, or in any capacity, related to the terms and conditions of this Agreement. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this Agreement.

If any claim for damages is filed with Dealer or if any lawsuit is instituted against Dealer relating to the terms and conditions of this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect District, Dealer shall give prompt and timely notice thereof to District. Notice shall be prompt and timely if given within 30 days following the receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.

15. This Agreement and any payments to Dealer pursuant to this Agreement are subject to the provisions and limitations imposed by the Carl Moyer Memorial Air Quality Standards Attainment Program. District shall have no liability for payment of any compensation and expenses that are found to be in contravention of the Carl Moyer Memorial Air Quality Standards Attainment Program, the Health and Safety Code, or any other state or federal law or regulation. Dealer shall reimburse District for payments made by District to Dealer pursuant to this Agreement and later determined to be in contravention of the Carl Moyer Memorial Air Quality Standards Attainment Program, the Health and Safety Code, or any other state or federal law or regulation.
16. The person(s) signing this Agreement on behalf of Dealer affirmatively represent(s) that he or she has legal authority to bind Dealer to the terms of this Agreement.
17. Correspondence between the District and Dealer should be addressed to the following:

To District	To Dealer
Director of Resource Management Shasta County AQMD 1855 Placer Street, Suite 200 Redding, CA 96001 Phone: (530) 225-5789 FAX: (530) 225-5807	Jeff Broderson Clarklift West Inc., dba Team Power 3119 Twin View Blvd. Shasta Lake, CA 96019 Phone: (530) 226-9226 FAX: (530) 275-6949

The foregoing addresses and/or contacts may be changed by written notice to the other party. Any written notice required or permitted under this Agreement may be given by

mail, using the U.S. Postal Service (First Class Mail), or by personal service. If mailed, notice is deemed complete three days after mailing.

18. Without limiting Dealer's duties of defense and indemnification, Dealer and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement, Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the District, the County of Shasta, and the public with limits of liability of not less than \$1 million combined single-limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the District or the County of Shasta. Dealer shall furnish copies of certificates of insurance coverage to the District.

Dealer and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Dealer, Dealer's subcontractor(s), Dealer's partner(s), subcontractor's partner(s), Dealer's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Dealer or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the District, the County, their elected officials, officers, employees, agents, and volunteers, which might arise in connection with this agreement. Dealer hereby certifies that Dealer is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Dealer shall comply with such provisions before commencing the performance of the work or provision of services pursuant to this Agreement.

Dealer shall require subcontractors to furnish satisfactory proof to the District and/or the County of Shasta that liability and workers compensation and other required types of insurance have been obtained and are maintained similar to that required of Dealer pursuant to this agreement.

With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Dealer or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "Claims made" rather than "occurrence" form, Dealer and subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post agreement expiration coverage as specified above, Dealer and subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage

required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance that names *the District, Shasta County, their elected officials, officers, employees, agents, and volunteers as additional insureds and provides that coverage shall not be reduced or canceled without 30 days' written prior notice certain to the District.* Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to this Agreement shall be applicable to the Additional Insureds. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy, (except for workers' compensation and professional liability policies) or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds. Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

 - a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Dealer shall provide District an endorsement or amendment to Dealer's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this Agreement. In the event any insurance coverage expires at any time during the term of this Agreement, Dealer shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. In the event Dealer fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this Agreement, District may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Dealer shall provide the District and/or the County of Shasta a certificate of insurance reflecting those limits.

- (8) Any of Dealer's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District and the County.

19. This Agreement supersedes all previous Agreements relating to the subject of this Agreement and constitutes the entire understanding of the parties hereto. Dealer shall be entitled to no other benefits other than those specified herein. Dealer specifically acknowledges that in entering into and executing this Agreement, Dealer relies solely upon the provisions contained in this Agreement and no others. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both Parties.

This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in a state court located in Shasta County, California.

20. Dealer shall observe and comply with all applicable federal, state, County, and District statutes, ordinances, regulations, and directives. This includes, but is not limited to, the following:
- a. Dealer shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
 - b. Dealer represents that Dealer is in compliance with and agrees that Dealer shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*) and regulations and guidelines issued pursuant thereto.
 - c. Dealer's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Dealer's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement. Dealer's failure to cure such default within 90 days of notice by District shall be grounds for termination of this Agreement in accordance with the provisions of Section 13 of this Agreement.
 - d. Dealer shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by the District. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitute grounds for termination of this Agreement by District in accordance with the provisions of Section 13 of this Agreement.

21. Dealer may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the District. Unless otherwise specifically provided in this Agreement, the waiver by the District of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.
22. If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County or District ordinance, regulation, or rule, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
23. In addition to enforcement by the District, the State of California Air Resources Board, as an intended third-party beneficiary, shall have the right to audit, monitor, and enforce the terms of this Agreement. The State of California Air Resources Board shall have the right to pursue whatever legal, equitable, and other remedies are available under law for Dealer's failure to comply with the Carl Moyer Memorial Air Quality Standards Attainment Program requirements and failure to fully comply with the terms and conditions of this Agreement.
24. Dealer shall maintain records related to this Agreement for a period of seven years after the expiration, termination, or cancellation of this Agreement. Such records shall be made available for review by District, the State of California Air Resources Board, and their designees. This provision shall survive the termination, expiration, or cancellation of this Agreement.
25. Dealer shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a partnership, or a joint venture relationship between the District and Dealer. Dealer shall defend and indemnify District and County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless District and County with respect to Dealer's "independent contractor" status that would establish a liability on District and/or County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.
26. Dealer represents and warrants that Dealer, on the date of execution of this agreement, (1) has paid all property taxes for which Dealer is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Dealer shall make timely payment of all property taxes at all times during the term of this agreement.

Approved: _____

Date: 10/26/16

Joseph Hensler, President, Clarklift West Inc.

Approved: _____

Date: 10/26/16

Gayle Hensler, Secretary, Clarklift West Inc.

Approved: _____

Date: _____

Leonard Moty, Chairman
Air Pollution Control Board

Approved as to Form: _____

Date: 10/19/16

Rubin Cruse, Jr.
County Counsel

Approved as to Form: _____

Date: 10/19/16

Risk Management

APCB RESOLUTION NO. 2016-01

**A RESOLUTION OF THE AIR POLLUTION CONTROL BOARD
OF THE COUNTY OF SHASTA
AUTHORIZING THE SHASTA COUNTY AIR QUALITY MANAGEMENT DISTRICT
TO CONDUCT A CARL MOYER VOUCHER INCENTIVE PROGRAM FOR OFF-
ROAD DIESEL EQUIPMENT**

WHEREAS, the California Legislature in 1998, allocated funds for an incentive program to reduce emissions from heavy-duty diesel engines; and

WHEREAS, the Carl Moyer Air Quality Standards Attainment Program (Carl Moyer Program) was established to reduce emissions by providing grants to local air districts for the incremental cost of cleaner heavy-duty vehicles and equipment; and

WHEREAS, the California Air Resources Board has been delegated the responsibility for the administration of the Carl Moyer Program within the state, setting up necessary procedures governing application by air pollution control and air quality management districts; and

WHEREAS, the Shasta County Air Quality Management District (District) intends to enter into an agreement with the State of California for development and maintenance of the Program; and

WHEREAS, the California Air Resources Board has developed and standardized a Carl Moyer Off-Road Voucher Incentive Program for the replacement of off-road diesel equipment; and

WHEREAS, the Shasta County Air Quality Management District has committed to comply with all the Carl Moyer Off-Road Voucher Incentive Program requirements; and

WHEREAS, the Shasta County Air Quality Management District has conducted the Carl Moyer Voucher Incentive Program for Off-Road Diesel Equipment for the past three years pursuant to the Air Pollution Control Board's approval of APCB Resolution No. 2013-01 and guidelines promulgated by the California Air Resources Board which were updated July 11, 2014; and

WHEREAS, the California Air Resources Board updates their guidelines from time to time;

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Air Pollution Control Board hereby:

1) Authorizes the District to conduct a Carl Moyer Voucher Incentive Program for Off-Road Diesel Equipment in compliance with the requirements of the Carl Moyer Off-Road Voucher Incentive Program as specified in the Air Resources Board Off-Road Voucher Incentive Program guidelines dated July 11, 2014, as they may be amended from time to time; and

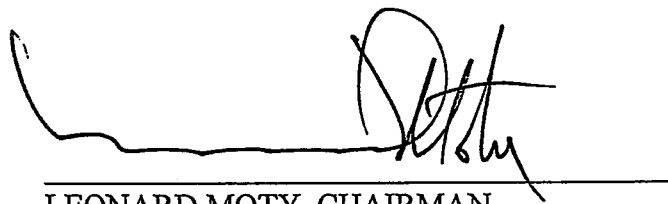
2) Authorizes the Director of Resource Management to apply for and receive additional grant funds related to the Carl Moyer Off-Road Voucher Incentive Program for Off-Road Diesel Equipment as they may become available from the Air Resources Board Multi-District Carl Moyer funds; and

3) Appoints the Director of Resource Management as agent for the Air Quality Management District to conduct all negotiations, execute and submit all documents including, but not limited to, application, agreements, payment requests, and so on, which may be necessary for the completion of the aforementioned program; and

4) Authorizes the Auditor to pay claims for said expenditures related to the Carl Moyer Off-Road Voucher Incentive Program for Off-Road Diesel Equipment.

DULY PASSED AND ADOPTED this 5th day of April, 2016 by the Air Pollution Control Board of the County of Shasta by the following vote:

AYES: Members Kehoe, Moty, Baugh, and Schreder
NOES: None
ABSENT: Member Sullivan
ABSTAIN: None
RECUSE: None



LEONARD MOTY, CHAIRMAN
Air Pollution Control Board
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Air Pollution Control Board

By: Candace Mauldin
Deputy

THIS INSTRUMENT IS
A CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

ATTEST APR 05 2016

CLERK OF THE BOARD
Supervisors of the County of Shasta, State of California
By: Candace Mauldin

APCB RESOLUTION NO. 2016-02

**A RESOLUTION OF THE AIR POLLUTION CONTROL BOARD
OF THE SHASTA COUNTY
AUTHORIZING SUBMITTAL OF AN APPLICATION AND ACCEPTANCE
FOR CARL MOYER AIR QUALITY STANDARDS ATTAINMENT PROGRAM
YEAR 18 FUNDS**

WHEREAS, the California Legislature in 1998, allocated funds for an incentive program to reduce emissions from heavy-duty diesel engines; and

WHEREAS, the Carl Moyer Air Quality Standards Attainment Program (Program) was established to reduce emissions by providing grants to local air districts for the incremental cost of cleaner heavy-duty vehicles and equipment; and

WHEREAS, the California Air Resources Board has been delegated the responsibility for the administration of the Program within the state, setting up necessary procedures governing application by air pollution control and air quality management districts; and

WHEREAS, the Shasta County Air Quality Management District (District) desires to apply for grant funds and, if awarded, to enter into an agreement with the State of California for development of this year's Program; and

WHEREAS, additional Program funds may become available through the Rural Assistance Program (RAP) administered by the California Air Pollution Control Officers Association;

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Air Pollution Control Board hereby:

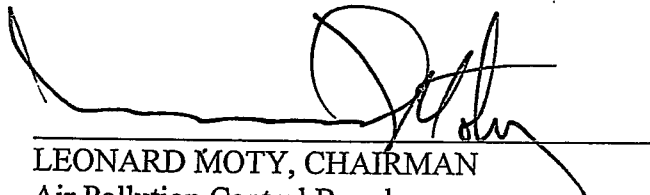
- 1) Authorizes the Shasta County Air Quality Management District to submit applications to the California Air Resources Board and accept funds not to exceed \$310,834 from the Program project and administration funds and any such higher or lower amount to the extent funds are available. A District match of AB 2766 funds is also authorized up to \$50,000. These funds are to be expended by June 30, 2020; and
- 2) Appoints the Director of Resource Management as agent for the Shasta County Air Quality Management District to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the operation and completion of the Program; and
- 3) Authorizes expenditures which include salaries, benefits, grants for cleaner heavy-duty vehicles, advertising, administrative expenses, and hand-out items associated with and in furtherance of the Program; and

BE IT FURTHER RESOLVED that the Shasta County Air Pollution Control Board does hereby approve the District's continued participation in the Program and acceptance of funds to be awarded for eligible projects in accordance with the terms and conditions of the applicable Program guidelines each year through Fiscal Year 2016-17 and as they may be amended from time to time; and

BE IT FURTHER RESOLVED that the Shasta County Air Pollution Control Board does hereby approve the District's continued acceptance of any qualified project grant funds and administrative funds awarded to the District through the Rural Assistance Program funding program each year through Fiscal Year 2016-17.

DULY PASSED AND ADOPTED this 5th day of April, 2016 by the Air Pollution Control Board of the County of Shasta by the following vote:

AYES: Members Kehoe, Moty, Baugh, and Schreder
NOES: None
ABSENT: Member Sullivan
ABSTAIN: None
RECUSE: None


LEONARD MOTY, CHAIRMAN
Air Pollution Control Board
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Air Pollution Control Board

By: Candice Spaular
Deputy

THIS INSTRUMENT IS
A CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

ATTEST APR 05 2016

CLERK OF THE BOARD
Supervisors of the County of Shasta, State of California
By: Candice Spaular



Voucher Incentive Program
REDEEM AND CLEAN!

**CARL MOYER PROGRAM FOR
OFF-ROAD DIESEL EQUIPMENT**

APPROVED: JULY 11, 2014

California Environmental Protection Agency

 **Air Resources Board**

**OFF-ROAD VOUCHER INCENTIVE PROGRAM GUIDELINES
CARL MOYER MEMORIAL AIR QUALITY STANDARDS ATTAINMENT PROGRAM
FOR OFF-ROAD DIESEL EQUIPMENT**

These guidelines describe the minimum criteria and requirements for the Carl Moyer Memorial Air Quality Standards Attainment Program (CMP) Off-Road Voucher Incentive Program (ORVIP). The ORVIP provides a streamlined approach to reduce emissions by replacing existing, high-polluting equipment with newer, lower-emission equipment. The ORVIP provides real emission benefits by retiring the high-polluting equipment earlier than would have been expected through normal attrition or by regulation. Carl Moyer Program funds for voucher projects are used to offset part of the cost of the replacement equipment.

California air pollution control/air quality management districts (air districts) shall utilize these guidelines as a stand-alone document and need not refer to the current Carl Moyer Program guidelines in implementing this program. Air districts must follow all ORVIP guidelines in order to offer vouchers as a funding option. Air districts do not have the discretion to set more stringent requirements based upon local priorities. These guidelines provide implementation documents in the appendices section that must be used for funding voucher projects and may not be modified (unless otherwise noted).

A. Projects Eligible for Funding

The following ORVIP projects are eligible for funding:

New Replacement Equipment Purchase: The purchase of new equipment to replace the existing equipment that is to be scrapped. The new equipment must have an engine that meets the current California emission standards (Tier) or the current United States Environmental Protection Agency (U.S. EPA) emission standards (Tier) if it is a federally preempted engine.

B. Project Funding Amounts

The maximum total project funding amounts associated with reducing the eligible costs of an ORVIP project are pre-determined and shown in Appendix O. If there is a discrepancy between the engine horsepower of the existing and replacement equipment, then the lower horsepower should be used to determine the voucher funding amount.

C. Program Requirements

1. General Program Criteria

- (A) **Eligible Equipment:** Equipment using uncontrolled off-road compression ignition engines that are greater than or equal to 25 horsepower (hp) and

less than 175 hp, that meet the following criteria, are eligible to participate in the ORVIP:

- (1) Agricultural tractors that are not currently regulated by an Air Resources Board (ARB) in-use regulation.
 - (2) Construction tractors/loaders/backhoes in small fleets that have a total fleet hp of 2,500 or less, as determined by the In-Use Off-Road Diesel-Fueled Fleets Regulation, California Code of Regulations, title 13, section 2449, et seq. (Off-Road Regulation).
 - (3) Construction tractors/loaders/backhoes in medium fleets as determined by the Off-Road Regulation are eligible through December 31, 2013.
- (B) The following equipment are not eligible for funding:
- (1) Equipment in large fleets subject to the Off-Road Regulation;
 - (2) Equipment subject to the Regulation for Mobile Cargo Handling Equipment at Ports and Intermodal Rail Yards, California Code of Regulations, title 13, section 2479;
 - (3) Equipment subject to the Off-Road Large Spark-Ignition (LSI) Engine Fleet Requirements, California Code of Regulations, title 13, section 2775, et seq.
- (C) Emission Reduction Technologies: Emission reduction technologies must be certified or verified by ARB. Federally preempted engines must be certified by the U.S. EPA and must comply with durability and warranty requirements. For the purposes of the ORVIP, a technology granted a conditional certification or verification by ARB is considered certified or verified.
- (D) Equipment Leasing is Not Allowed: If financing is necessary, the equipment purchase must be financed with a conventional purchase loan.
- (E) Obtaining Financing: The participant may obtain public and/or private financing to assist in the purchase of replacement equipment, but cannot seek additional public funded grants, except as allowed in C.2(A)(6).
- (F) Emission reductions obtained through ORVIP projects must not be required by any federal, state or local regulation, memorandum of agreement/understanding with a regulatory agency, settlement agreement, mitigation requirement, or other legally binding document.

- (G) No emission reductions generated by the ORVIP shall be used as marketable emission reduction credits or to offset any emission reduction obligation of any person or entity.
- (H) No project funded by the ORVIP shall be used for credit under any federal or state emission averaging banking and trading program.
- (I) Engines operating under a regulatory compliance extension granted by ARB, an air district, or the U.S. EPA are not eligible for funding.
- (J) Projects funded by the ORVIP may not be used to generate a compliance extension or extra credit for determining regulatory compliance.

2. Participant Requirements

- (A) General Participant Requirements: All participants must meet the following requirements to be eligible for funding:
 - (1) Ownership Requirements: The participant must currently own and operate the existing equipment. The participant must be able to provide two (2) items from the following documentation list for the equipment:
 - a. Bill of sale for the existing equipment
 - b. Copy of Diesel Off-road On-line Reporting System (DOORS) registration
 - c. Tax depreciation logs
 - d. Property tax records
 - e. Equipment insurance records
 - f. Bank appraisals for equipment
 - g. Maintenance/service records
 - h. General ledgers
 - (2) Prior Minimum Usage Requirement: The existing equipment must have met the annual usage requirements in Appendix O during each twelve (12) months for the previous twenty-four (24) months. Participants must submit documentation verifying usage for the previous twenty four (24) months for the existing equipment. Participants may submit documentation verifying usage for up to the previous sixty (60) consecutive months for the existing equipment.
 - (3) Documentation of Usage: The participant must be able to provide the following in order to document equipment usage:
 - a. Hour meter reading log collected a minimum of once per year from an installed and fully functioning hour meter; or

- b. At least two (2) items from the following list proving existing equipment is being used by the fleet and indicating annual hours of use:
1. Revenue and usage records that identify operational, standby, and down hours for the equipment;
 2. Employee timesheets linked to specific equipment use;
 3. Preventative maintenance records tied to specific hours of equipment use; or
 4. Repair work orders specific to the equipment.
- (4) Operation in California: The existing equipment must have operated at least 75 percent of the time in California during each twelve (12) month period for the previous twenty four (24) months. Applicant certifies this on the application.
- (5) Applying for Funding in a Participating Air District: Applicants may only apply to one (1) participating air district at a time per piece of equipment.
- (6) Additional Funding: If an applicant receives ORVIP funding for replacing a piece of equipment, an applicant cannot receive additional funding for replacement of that same piece of equipment. However, CMP funding for the addition of a retrofit for the ORVIP funded replacement equipment may be available through the air district.
- (7) Application Package: To be approved for ORVIP funds, the applicant must meet guideline requirements, submit an application, and submit all of the documentation listed in the Application Package (Appendix A).
- (8) Specified Participating Dealership: The participant must specify the participating dealership used for the purchase of the replacement equipment. If the application is approved, the participant must purchase the replacement equipment from the specified dealership. If the participant chooses to change dealerships, the participant must submit a new ORVIP application to the air district.
- (9) Voucher Redemption Deadline: The dealer and owner must agree on a date in which the replacement equipment will be delivered. The voucher will be redeemable within thirty (30) calendar days of issuance or by the delivery date agreed upon by the dealer and owner, whichever is later. If the owner is unable to purchase the replacement equipment after a voucher has been issued, the owner must notify the dealer and the air district immediately so that funds can be reallocated.

- (10) Two-for-One Option: Owners may replace two existing equipment with one replacement equipment as long as all ORVIP requirements are met. The two existing equipment must have cumulatively met the annual usage requirements in Appendix O. If the two existing equipment have different engine model years, then the newest engine model year shall be used to determine the funding amount. The hp rating for the replacement equipment engine must not be greater than 125 percent of the original manufacturer rated hp (baseline hp) for the lowest hp of the existing equipment engine. Participants who utilize this option must submit a complete application for each existing equipment. The applicant should specify on each application that the applicant is choosing this option by checking the Two-for-One Option box.
- (11) The owner must agree to the following terms after being approved for a replacement voucher:
- a. If the existing equipment is subject to the requirements of the Off-Road Regulation, then the applicant must include proof of equipment registration in DOORS.
 - b. Own and operate the replacement equipment at least 75 percent of the time within California for the term specified on the Receipt of Replacement Voucher (Appendix G).
 - c. Notify the air district if there is any change of ownership within thirty-six (36) months of the date of purchase.
 - d. Return annual usage surveys as requested by the air district.
 - e. Do not make any modifications to the emission control system on the replacement equipment engine.
 - f. Be available for a follow up inspection, if requested by the air district or ARB.
 - g. Repay the voucher funding amount if the owner does not follow one or more terms as specified in the Application (Appendix A) or Receipt of Replacement Voucher (Appendix G). ARB and/or the air district will specify repayment terms.

3. Existing Equipment Requirements

All existing equipment must meet the following conditions before an ORVIP application will be approved and awarded a voucher.

- (A) Eligible Existing Engine: The existing engine must be uncontrolled. Verification must be submitted in the application package. Verification can include a picture of the model year on the engine plate/tag or written documentation from the manufacturer or participating dealer that matches the engine serial number to a particular model year.
- (B) Diesel-Fueled Equipment: The existing equipment must currently operate on diesel fuel.
- (C) DOORS Registration: The existing equipment must be registered in DOORS if it is subject to the Off-Road Regulation. A copy of the DOORS fleet summary sheet that shows the fleet size, DOORS ID of the fleet, and indicates the piece of equipment's identification number (EIN) must be submitted with the application package.
- (D) Operational Condition Verification: The existing equipment must be in operational condition to qualify for funding. Operating condition must be determined through an inspection by a participating dealership prior to submitting the application or by air district staff upon request. Operational equipment must be able to start, move in all directions, and have all necessary parts be operational.
- (E) Engine Verification: If the existing equipment engine plate/tag is missing, then verification of the engine information can be done with the engine serial number. The participant will be required to provide verification of the engine make, model, model year, engine serial number, and hp from the manufacturer. Verification can include a letter or a printout from an engine manufacturer or participating dealer. Engines without a visible and legible serial number must be uniquely identified by having the engine block stamped with a CMP number or alternative permanent marking, such as an engine tag.
- (F) For existing equipment in which the actual engine hp cannot be determined based on the engine plate/tag, manual, and engine records, then the engine hp can be estimated by the following formula:
Engine Hp = Power Take Off (PTO) hp x 120%.
- (G) Existing Equipment Components: Incentive funding can only be used to purchase the new equipment and to pay for items essential to the operation of the equipment.
- (H) Operation of Existing Equipment After Approved for a Voucher: If the existing equipment is in an accident or has an engine failure AFTER receiving approval for a voucher from the air district but prior to replacement, then the existing equipment will still be eligible for receiving

funds from the program as long as all other ORVIP requirements have been met.

- (I) **Delivering the Existing Equipment to the Dealer Prior to Taking Ownership of the Replacement Equipment:** The participant must deliver the existing equipment in similar condition as it was in the pre-inspection. The air district or dealer can reject the condition of the existing equipment if it is deemed not operational or if parts were stripped from the existing equipment. Reimbursement of the voucher will be withheld until the dealer or air district approves the condition of the existing equipment.

4. Replacement Equipment Requirements

For replacement projects, all replacement equipments must meet the following requirements before funding is awarded to the participant:

- (A) **Purchased from a Participating Dealership:** The replacement equipment must be purchased from an air district approved participating dealership.
 - (B) **Replacement Equipment must be greater than or equal to 25 hp and less than 175 hp and either an agricultural tractor or a construction tractor, loader or backhoe.** The hp rating for the replacement equipment engine must not be greater than 125 percent of the original manufacturer rated hp (baseline hp) for the existing equipment engine.
 - (C) **Engine Emission Standards:** The replacement equipment must have an engine that meets the current California emission standards (Tier) or the current U.S. EPA emission standards (Tier) if it is a federally preempted engine. An ARB Executive Order or an U.S. EPA Certificate of Conformity certifying the engine meets this requirement must be included with the application package.
- (1) Engines participating in the averaging, banking, and trading program that are certified to family emission limits (FEL) higher than the Tier 4 emission standards, as designated on the ARB Executive Order, are eligible to participate in the CMP. The funding levels associated with Tier 3 must be used when determining allowable funding for these engines.
 - (2) Engines participating in the averaging, banking, and trading program that are certified to family emission limits (FEL) below the applicable emission standards are eligible to participate in the ORVIP. The funding levels associated with the applicable interim Tier 4 (interim Tier 4, Tier 4 Phase-Out, Tier 4 Phase-in/Alternate NOx) or Tier 4 Final emission standards, per the Executive Order, must be used when determining allowable funding for these engines.

- (3) Engines that are participating in the "Tier 4 Early Introduction Incentive for Engine Manufacturers" program, as detailed in California Code of Regulations, title 13, section 2423(b)(6), are eligible for Carl Moyer Program funding provided they are certified to the final Tier 4 emission standards. The ARB executive order for these engines indicates that the engines are certified under this provision. The incentive shall be the amount associated with replacing equipment with an engine certified to the Tier 3 emission standards as listed in Appendix O.
 - (4) Interim Tier 4 engines between 75 and 175 hp, certified to the Phase-In, Phase-Out and Alternate Oxides of Nitrogen (Alt NOx) standards as detailed in California Code of Regulations, title 13, section 2423(b)(1)(B), are eligible for funding. The incentive shall be the amount associated with replacing equipment with an engine certified to the Tier 4 Phase-In, Tier 4 Phase-Out or Tier 4 Alt NOx standards as listed in Appendix O.
 - (5) Equipment manufactured under the "Flexibility Provisions for Equipment Manufacturers", as described in California Code of Regulations, title 13, section 2423(d), are eligible for CMP funding as replacement equipment, provided the engine is certified at or below the Tier 3 emission standards. Eligible equipment produced under the "Flexibility Provisions for Equipment Manufacturers" whose engine family is certified to a FEL are also subject to the provisions of section C.4.(C)(1). Equipment manufactured under the flexibility provisions with an engine whose engine family meets a standard, Tier or FEL less stringent than Tier 3 are ineligible for funding.
 - (6) The certification emission standards and/or Tier designation for the engine must be determined from the Executive Order or U.S. EPA Certificate of Conformity (for federally preempted engines) issued for that engine. ARB Executive Orders for off-road engines may be found at <http://www.arb.ca.gov/msprog/offroad/cert/cert.php>.
- (D) **Warranty Requirements:** Purchasers of new CI equipment must purchase a minimum of a one-year or 1,600 hours power and drive train warranty for the replacement equipment. The warranty must cover parts and labor. Warranty documentation must be provided to the air district. Warranty costs are not eligible for funding. If the purchase of new replacement equipment already includes a minimum one year or 1,600 hour warranty, as specified above, a separate supplemental warranty is not required. However, it is recommended that the highest-grade warranty be purchased in order to avoid expensive repairs in the future. No CMP funds will be issued for maintenance or repairs related to the operation of the equipment. The participant takes sole responsibility for ensuring that the equipment is in operational condition.

- (E) Engine and Emission Control Modifications: Emission controls on the replacement equipment engine cannot be modified in any manner. Unauthorized modification to engine performance (including changes in hp), emission characteristics, engine emission components (not including repairs with like-original equipment manufacturers replacement parts), or any other modifications to the engine's emission control function is not allowed.

5. Air District Requirements

Air districts that decide to implement the ORVIP must follow the ORVIP guidelines. Air districts must implement the program under the following requirements:

- (A) The ORVIP Guidelines and attachments provide all requirements for the program, therefore air districts, dealers, or grantees are not required to refer back to the 2011 CMP Guidelines for CMP funded ORVIP projects.
- (B) Each air district must have a resolution of the air district Governing Board that commits the air district to comply with all ORVIP requirements. If an air district has been given prior authority to adopt a program like the ORVIP, the air district must have the ability to comply with all ORVIP requirements.
- (C) Air districts may not put additional limitations on project criteria or make changes to the ORVIP guidelines.
- (D) An air district may request CMP funds if the air district chooses to use those funds to implement the ORVIP as these funds become available. In order for an air district to be approved for a funding request to implement the ORVIP, the air district must provide verification of board approval to implement the ORVIP, a copy of at least one (1) active dealer agreement, and a copy of at least one (1) active dismantler agreement (as mentioned in C.5.(I)).
- (E) Air districts must reject all ORVIP applications if funds are not currently available. Air districts cannot create a list of ORVIP projects to receive funding in a future date.
- (F) Air districts must create an addendum to their current CMP Policies and Procedures using the air district's ORVIP and Procedures (Appendix B) within two (2) months after they begin implementation of the ORVIP. Air districts are not required to submit this addendum to ARB, but it must be available upon request.
- (G) Air districts must use the program documents provided in the appendices. The documents may only be modified to include air district logos and air district contact information. The documents will be provided electronically to the participating air districts.
- (H) Air districts must work to contract with equipment dealerships located in their air district before contracting with dealerships located outside of their air district. Air districts that do not have dealerships within their air district can proceed directly to contract with dealerships located outside of their

air basin. Air districts can contract with dismantlers located within or outside of their air district.

- (I) Air districts must contract with equipment dealerships and dismantler yards. Dealership and dismantler yard agreements must contain the language provided in Appendix C, and D, respectively. If a dealership has multiple locations, then the air district either needs to have one agreement for each location or list each location in one agreement. The process for selection of dealerships and dismantler yards must be specified by the air district in the air district's ORVIP Policies and Procedures.
- (J) Air districts must ensure participating dealerships and dismantlers meet all ORVIP requirements. Air districts must receive all requested documents from the dealership or dismantler prior to signing an agreement. Air districts must maintain records that verify their participating dealerships and dismantlers meet the ORVIP requirements.
- (K) Air districts must provide participating dealership and dismantler contact information to ARB within ten (10) business days of entering into agreement.
- (L) Air districts must ensure at least one (1) representative from each participating dealership is trained on the terms, conditions, and requirements of the Program. Air districts must describe how this will be accomplished in the air district's ORVIP Policies and Procedures.
- (M) Air districts must work in coordination with ARB in outreach efforts to increase participation of equipment owners, dealerships, and dismantler yards. Air districts must specify outreach efforts in the air district's ORVIP Policies and Procedures.
- (N) Air districts must provide all applicants and dealerships with application packages, inspection forms, and any other applicable ORVIP materials.
- (O) Air districts cannot restrict where participating dealers can send completed applications.
- (P) Air districts must review and approve applications on a first-come, first-served basis, based on the date of receipt of the application by the air district.
- (Q) Air districts must approve or reject applications within fifteen (15) business days of receipt.
- (R) Air districts must review an application package and approve a project once all program requirements have been met. To facilitate the review of

the application package, the air district must confirm that all requirements on the Air District Review Checklist: Initial Review (Appendix E) have been met. The following application form fields in Table 1 are mandatory and must be filled in completely before the application may be approved:

Table 1
Mandatory Application Form Fields

Applicant Information: <ul style="list-style-type: none"> • Owner Name • Mailing Address (including City, State, Zip) • Physical Address (if different from mailing) • Owner Phone • DOORS ID of fleet (if applicable) 	Third Party Information: <ul style="list-style-type: none"> • Third-Party Name • Mailing address (including City, State, Zip) • Physical Address (if different from mailing) • Phone • Third Party Signature & Date - Only required if a paid party other than the dealership completes the application
Existing Equipment and Engine Information: <ul style="list-style-type: none"> • Equipment Make • Equipment Model • Equipment Model Year • DOORS EIN (if applicable) • Equipment Serial Number • Equipment Operational • Engine Make • Engine Model • Engine Model Year • Engine Serial Number / Engine Block Stamp or Alternative Tag (if engine serial number is not available) • Engine Operational • Fuel Used 	Replacement Equipment and Engine Information: <i>(Replacement Projects Only)</i> <ul style="list-style-type: none"> • Equipment Make • Equipment Model • Equipment Model Year • DOORS EIN (if applicable) • Engine Make • Engine Model • Engine Model Year • Engine Family Number • Engine Operational • Fuel Used • ARB Executive Order Number or U.S. EPA Certificate of Conformity Number
Dealership Information: All fields must be filled out or a business card must be attached	Applicant Recitals: Owner must sign and date application
Inspection Forms: all applicable forms must be filled in based on the information required above for the existing and replacement equipments.	

(S) Air district staff must conduct dismantler inspections. For all other inspections listed below, air districts have the option of conducting inspections or having the dealership conduct the inspections. If the air district decides to conduct the inspections, the inspections must be scheduled and completed within the following timeframes:

(1) Pre-inspection of the existing equipment must be completed within five (5) business days of the receipt of the application or request by the applicant or dealership.

- (2) Post-inspection of the replacement equipment must be completed within three (3) business days of being notified by the dealership.
- (3) Pre-dismantle inspection of the existing equipment must be completed within three (3) business days of being notified by the dealership. The pre-dismantle inspection is to verify the existing equipment is in similar operating condition as in the pre-inspection. If the existing equipment has been stripped of major parts or accessories, the air district may withhold payment until the existing equipment is restored to its previous state.
- (T) For approved projects, the air district must provide an Approved Voucher Package to the dealership, as applicable. An Approved Voucher Package includes the following documents:
 - (1) Replacement Voucher (Appendix F);
 - (2) Receipt of Replacement Voucher (Appendix G);
 - (3) Dealer Reimbursement Invoice (for immediate signature and return to the air district – Appendix H);
 - (4) Post-Inspection (replacement equipment) and Pre-Dismantle (existing equipment) Inspection Forms (Appendix I); and
 - (5) Dealer Reimbursement Package Checklist (Appendix J).
- (U) If a submitted application is incomplete, illegible, or has any unclear or missing documentation, the air district must reject the application immediately and return it to the applicant.
- (V) Rejected Projects: Air districts must mail or email an application rejection letter and the application package to the applicant if their application has been rejected. This letter must be issued by the end of the fifteen (15) business day review period. The air district must state the reason(s) for the rejection on the rejection letter. The air district must also notify the dealer by mailing or emailing a copy of the rejection letter. A template of the rejection letter is in Appendix K.
- (W) Payment Goal: A goal of the program is to ensure payment can occur when the existing equipment is turned into the dealership and the replacement equipment is ready for purchase. The air district shall work towards achieving this goal and should notify the dealership of any delays in issuing payment.
- (X) Project Payment Options: In order to achieve the payment goal, air districts have two project payment options. The first option is to

immediately begin the disbursement process for the approved voucher project after receiving a signed Reimbursement Invoice (Appendix H). Payment must not be distributed until an air district-approved Reimbursement Package has been submitted by the dealership. The second option is to begin the disbursement process and issue payment within ten (10) business days of receipt of a completed reimbursement package. Air districts must include in the air district's ORVIP Policies and Procedures the option that is implemented.

- (Y) Air District Payment Checklist: Air districts should use the Air District Payment Review Checklist (Appendix L) to help review if a complete reimbursement package has been submitted and payment can be issued. Air districts must keep a copy of the check with all project documents.
- (Z) If the process of payment is delayed, the air district must notify the dealership by phone or email at the earliest possible time of such delay.
- (AA) If the reimbursement package is not complete, the air district will mail or email a reimbursement package rejection letter explaining the discrepancy to the dealership (Appendix M) and keep a copy of this letter.
- (BB) Air districts must enter all project data information into the CARL database within five (5) business days of approving an application for a voucher. Payment information should be submitted within fifteen (15) business days after payment is issued.
- (CC) Air districts must conduct the dismantle inspection of the existing equipment at the dismantler within sixty (60) calendar days of being notified the existing equipment has been delivered to the dismantler yard. Inspection forms are in Appendix I. The dismantle inspection should include verification of engine destruction and equipment frame rails are completely severed.
- (DD) Air districts must mail out annual usage survey reports to participants (Appendix N) for three (3) years after the project has been funded. The air district must also input data from the returned surveys into CARL. ARB will ensure all other participant voucher requirements are met.
- (EE) Records Retention: Air districts must retain all records of approved voucher projects for a minimum of seven (7) years from the date of issuing the voucher. For rejected projects, air districts must maintain a copy of the application, the rejection letter, and method of notification for seven (7) years from the date the application was received.
- (FF) Audit and Monitoring: Air districts must allow ARB to monitor their voucher

program, which includes Incentive Program Review of the air district's implementation of the program. Most ARB ORVIP reviews will occur during a regular CMP Incentive Program Review, however ARB may request project information on an as needed basis.

- (GG) **Audit of Participating Dealers:** Air districts that conduct 100 percent of the ORVIP inspections are not required to audit dealerships. Air districts that do not conduct 100 percent of required inspections themselves must audit 5 percent of each type of inspection (pre, post, and pre-dismantle). Audits should be done randomly and occur throughout the implementation timeline of the air district. Table 2 includes the audit requirements for the air districts to follow.

**Table 2
Air District Audit Requirements**

Type of Audit Inspection	Purpose(s)	Timing of Audit Inspection
Pre-inspection	<ul style="list-style-type: none"> • Verify existing equipment is in operational condition • Verify existing equipment application information 	After application is submitted to air district but prior to approving the application.
Post-inspection	<ul style="list-style-type: none"> • Verify replacement equipment meets emission standards: or • Verify application information 	After replacement equipment is delivered and prior to payment being issued
Pre-dismantle inspection	<ul style="list-style-type: none"> • Verify existing equipment is in operational condition and has not been stripped of parts • Verify existing equipment application information 	After existing equipment is delivered to dealership and payment is issued. Existing equipment is at dealership location

- (HH) **Meeting Environmental Justice Requirements:** Air districts with environmental justice (EJ) requirements shall not apply the requirements to ORVIP application review. After each year of implementation, the air district may review each funded project to determine if it helps to meet air district EJ requirements. If those requirements have not been met, other Carl Moyer funded projects will need to be used to fulfill the EJ requirement.

6. Dealership Requirements

- (A) Dealership participation is an important component of the ORVIP. Dealers are responsible for providing participants with assistance in the application process. This includes ensuring compliance with all program requirements. Participating equipment dealers are required to do the following:

- (1) Enter into an agreement with at least one air district in order to be a participating dealer in the ORVIP. Dealerships may choose to enter into

agreements with more than one air district. Template language that will be included in this agreement can be found in Appendix C; the air district will provide the dealer with exact language.

(2) Warrant that it meets the following minimum qualifications, and will continue to meet these qualifications throughout its participation in the Program:

- a. Dealership has had a valid business license issued in California for a minimum of the last two (2) years.
- b. Dealership maintains a minimum of one (1) employee that has successfully completed the training by the air district regarding the terms, conditions and requirements of the Program. If a participating dealership maintains more than one location for equipment sales, then each location must have at least one (1) employee trained on the ORVIP.
- c. Dealership agrees to allow the air district or ARB to inspect equipment or audit program records covered under this Agreement during normal business hours.

(3) Provide accurate information about the ORVIP to applicants.

(4) Help the participants complete the ORVIP application package. It is important to make sure that all information is filled out correctly and that the participant understands the ORVIP requirements.

(5) Show the voucher amount on the replacement equipment invoice. The voucher does not reduce the purchase price of the equipment, but is an incentive to the equipment owner that will result in a lower price paid by the participant. The receipt of voucher funds does not lower the base price of the equipment nor does it reduce the tax basis of the equipment.

(6) Submit the completed application package to the air district. ARB recommends that dealers submit applications to the air district closest to an applicant's physical address. Incomplete application packages will be rejected and returned to the applicant. The dealer will also be notified of the reasons for rejection (Appendix K).

(7) Ensure the existing equipment is delivered to the dealership prior to releasing the replacement equipment.

(8) Ensure the existing equipment is in similar condition as found in the pre-inspection. The dealer should reject the condition of the existing equipment if it is deemed not operational or if parts were stripped from the

existing equipment. Reimbursement of the voucher will be withheld until the dealer (or air district) approves of the condition of the existing equipment and is delivered to the dealership.

- (9) Ensure the existing equipment is sent to a participating dismantler yard for destruction within sixty (60) calendar days of owner delivery to the dealership. Immediately notify the air district of the location and date of delivery of the existing equipment to the dismantler.
- (B) Application Package: To ensure that an application package is complete, the dealer must ensure that all the following items are complete and included in the participant's submission to the air district. An applicant checklist is available for participants and dealerships to use (Appendix A). The following must be completed before a voucher will be issued:
- (1) Submit a signed and complete application;
 - (2) Submit all other applicant-required documentation as listed in these guidelines and on the application checklist;
 - (3) If required by the air district, inspect and provide documentation showing that the existing equipment is operational. The air district may decide to conduct the inspections and will notify the dealership of this; and
 - (4) Submit digital photographs of the existing equipment to the air district. The air district will specify the required format of digital photos as listed on the inspection form in Appendix C. Before submitting photographs to the air district, dealers must verify that photographs are clear with a minimum capture resolution of 640X480. Dealers can submit photos of more than one equipment inspection on a disk or other media as long as the pictures are clearly labeled. All DOORS EIN (if applicable) and engine serial numbers (or alternative engine stamp or tag) must be legible.
- (C) Dealer Reimbursement Package: Prior to receiving reimbursement, the dealer must submit a reimbursement package to the air district. A checklist is available for the dealers (Appendix J). The following documents should be included in the reimbursement package:
- (1) Reimbursement Invoice (Appendix H) should be signed and returned to the air district upon receipt;
 - (2) Final dealership invoice signed by the applicant that shows the final purchase price less the voucher award;
 - (3) Receipt of Replacement Voucher (Appendix G) signed by the participant;

- (4) The original Replacement Voucher (Appendix F);
- (5) Copy of finance documentation (if applicable);
- (6) Copy of replacement equipment warranty;
- (7) Inspection forms and pictures of the existing equipment after it is turned in to the dealership as specified in Appendix I;
- (8) Inspection forms and pictures of the replacement equipment as specified in Appendix I;
- (9) Location of the dismantler yard where the existing equipment will be destroyed; and
- (10) Date the existing equipment is delivered to or picked up by a participating dismantler.

7. Dismantler Requirements

For replacement projects, ARB requires that the existing equipment be destroyed. Destruction of the existing equipment chassis and engine permanently removes the old, high-emitting equipments from operation. This requirement has been established to ensure that emission reductions are real. It prevents the existing equipments from being moved into another locale to continue emitting high levels of pollutants. Air districts will establish a list of participating dismantlers that existing equipment can be delivered to or picked up for destruction.

A dismantler must enter into an agreement with at least one (1) air district to participate in ORVIP. Appendix D lists the terms that must be included in the air district/dismantler agreement. The following are requirements for participating dismantlers.

- (A) Participating equipment dismantlers are required to meet the following requirements in order to participate in the ORVIP and provide verification to the air district:
 - (1) Have a current, valid California Environmental Protection Agency (Cal/EPA) Hazardous Materials Generators Permit;
 - (2) Comply with all local, state and federal laws and regulations;
 - (3) Owner must have a minimum of one (1) active employee who received training by the air district on the requirements of the Program. If a dismantler has more than one location, then the dismantler must have at

least one (1) active employee trained by the air district at each location that will be accepting ORVIP equipment; and

(4) Have had a valid California business license for a minimum of the last two (2) years.

(B) Funding is not available for the dismantling of any existing equipment.

(C) The dismantler must agree to do the following:

(1) Destroy the existing equipment within sixty (60) days of receipt. Destruction of the equipment includes completely severing the frame rails so that the frame is no longer capable of being used in the equipment;

(2) Destroy and render useless the existing equipment's engine within sixty (60) days of receipt. A minimum 3-inch diameter hole must be put into the engine block;

(3) The dismantler must notify the air district that equipment is destroyed and ready for inspection; and

(4) The destruction of the engine and equipment must be documented by the air district. The air district must verify in-person the equipment identification numbers and engine serial number.

D. Definitions

For the purposes of the ORVIP, definitions are as follows:

Agricultural Tractor: A wheel type vehicle, or track vehicle designed to furnish the power to pull, carry, propel, or drive implements that are designed for agriculture.

Construction Backhoe: A backhoe is powered excavating machine used to cut trenches by drawing a boom-mounted bucket through the ground toward the machine. The bucket is raised and swung to either side to deposit the excavated material.

Construction Loader: A loader is a type of tractor, usually wheeled, sometimes on tracks, that has a front mounted square wide bucket connected to the end of two booms (arms) to scoop up loose material from the ground, such as dirt, sand or gravel, and move it from one place to another without pushing the material across the ground. A loader is commonly used to move a stockpiled material from ground level and deposit it into an awaiting dump truck or into an open trench excavation.

Construction Tractors: A vehicle specifically designed to deliver a high tractive effort (or torque) at slow speeds, for the purposes of hauling a trailer or machinery used in construction.

Dismantler: A place of business whose purpose is to destroy off-road equipment and engines that also meet the requirements of section C.7.

Equipment Components: Any components of an equipment specific to the actual vocation of the equipment. This does not include any components that are directly related to the propulsion of the equipment, common component of an equipment (i.e. steering wheel, seats, etc.) or related to the rigid structure of the tractor.

Existing Equipment: For replacement projects, the existing equipment is the equipment that will be turned in by the applicant for dismantling and destruction.

Large fleet: A fleet with a total maximum power greater than 5,000 hp. A fleet must meet large fleet requirements of the Off-Road Regulations if the total vehicles under common ownership or control would be defined as a large fleet. All fleets owned by the United States, the State of California, or agencies thereof (i.e., an agency in the judicial, legislative, or executive branch of the federal or state government) are considered as a unit whole and must meet the large fleet requirements of the Off-Road Regulation California Code of Regulations, title 13, section 2449(c).

Medium fleet: A fleet with total minimum power of greater than 2,500 hp and with a total maximum power less than or equal to 5,000 hp.

Off-Road Regulation: In-Use Off-Road Diesel Vehicles Regulation (Cal. Code Regs., tit. 13, § 2449, et seq.).

Participating Dealership: A dealership that has an agreement with an air district to participate in the ORVIP.

Participating Dismantler: A dismantler that has an agreement with an air district to participate in the ORVIP.

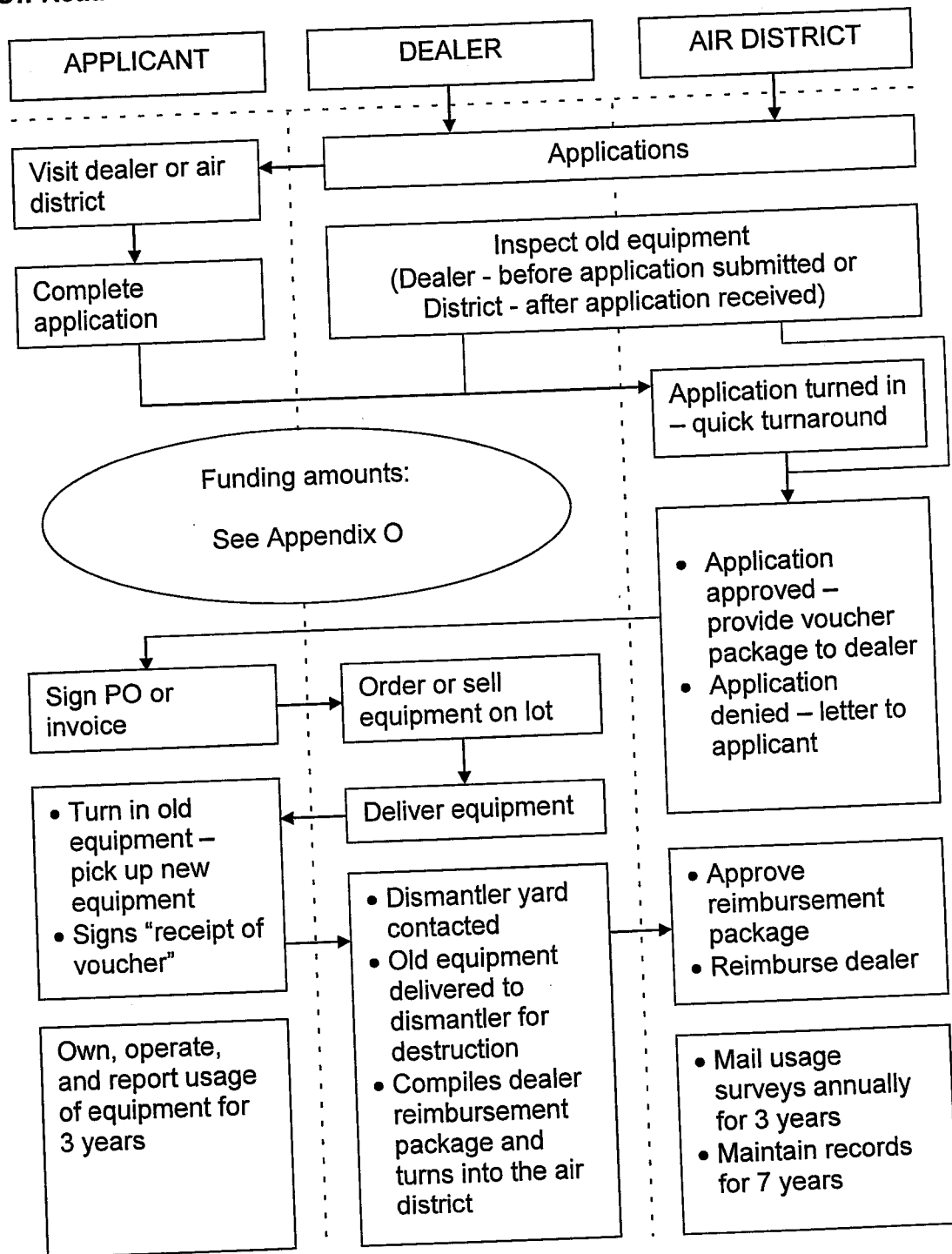
Small Fleets: As defined in the In-Use Off-Road Diesel-Fueled Fleets Regulation (California Code of Regulations, title 13, § 2449(c)(25)(C)): "Small Fleet" means a fleet with total maximum power of less than or equal to 2,500 hp that is owned by a business, non-profit organization, or local municipality, or a local municipality fleet in a low population county irrespective of total maximum power, or a non-profit training center irrespective of total maximum power, or a captive attainment area fleet irrespective of total maximum hp..

Uncontrolled Engine: An off-road diesel engine that is manufactured in the following years and is not certified to any ARB off-road diesel emission standards or any U.S. EPA non-road diesel emission standards, and that has not been retrofitted with a VDECS:

- Pre-1999 (25 to 49 hp)
- Pre-1998 (50 to 99 hp)
- Pre-1997 (100 to 174 hp)

Verified Diesel Emission Control Strategy (VDECS): An emission control strategy (retrofit device) that has been verified pursuant to the "Verification Procedure, Warranty and In-Use Compliance Requirements for In-Use Strategies to Control Emissions from Diesel Engines" per California Code of Regulations, title 13, section 2700, et seq.

Off-Road Voucher Incentive Program Equipment Replacement Flow Chart



Appendix A

OFF-ROAD VOUCHER INCENTIVE PROGRAM Application Package

- Please print clearly or type all requested information on this application.
- Submit all supporting documentation listed on the application checklist on pg. 2.
- Complete one application for each piece of off-road equipment.
- **If the submitted application is incomplete, illegible, or any documentation is missing or unclear, the application will be rejected immediately and returned to the applicant.**

Eligibility Criteria

To be eligible for funding in the Off-Road Voucher Incentive Program, projects must meet the criteria described in the Off-Road Voucher Incentive Program (ORVIP) Guidelines. These criteria include, but are not limited to, the following:

- **Eligible Equipment:** Uncontrolled off-road compression ignition equipment with engines that are greater than or equal to 25 horsepower (hp) and less than 175 hp that meet the following criteria are eligible to participate in the ORVIP:
 - Agricultural tractors that are not currently regulated by an Air Resources Board (ARB) in-use regulation.
 - Construction tractors/loaders/backhoes in small fleets that have a total fleet hp of 2500 or less, as determined by the In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation).
 - Construction tractors/loaders/backhoes in medium fleets as determined by the In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) until December 31, 2013.
- **Eligible Engines:** The existing engine must be uncontrolled. Verification must be submitted in the application package. Verification can include a picture of the model year on the engine plate or written documentation from the manufacturer or participating dealer that matches the engine serial number to a particular model year.
- **Ownership Requirements:** The participant must currently own and operate the existing equipment. The participant must be able to provide two (2) items from the following documentation list:
 - (1) Bill of sale for the existing equipment
 - (2) Copy of Diesel Off-road On-line Reporting System (DOORS) registration
 - (3) Tax depreciation logs
 - (4) Property tax records
 - (5) Equipment insurance records

- (6) Bank appraisals for equipment
- (7) Maintenance/service records
- (8) General ledgers

- Prior Minimum Usage Requirement: The existing equipment must have met the annual usage requirements in Appendix O, during each twelve (12) months for the previous twenty-four (24) months. Participants must submit documentation verifying usage for the previous twenty-four (24) months for the existing equipment. The participant must be able to provide at least one (1) of the following types of documentation:
 1. Hour meter reading log collected at minimum of once per year from an installed and fully functioning hour meter or
 2. At least two (2) items from the following list proving existing equipment is being used by the fleet:
 - A. Revenue and usage records that identify operational, standby, and down hours for the equipment
 - B. Employee timesheets linked to specific equipment use
 - C. Preventative maintenance records tied to specific hours of equipment use
 - D. Repair work orders specific to the equipment.
- Operation in California: The existing equipment must have operated at least 75 percent of the time in California during each twelve (12) month period for the previous twenty four (24) months. Applicant certifies this on the application.
- Applying for Funds: Applicant may only apply for funds through the ORVIP to one air district at a time per piece of equipment. Applicant cannot apply for any other grant funds to replace this equipment.
- Replacement Engine hp: The hp rating for the replacement equipment engine must not be greater than 125 percent of the original manufacturer rated hp (baseline hp) for the existing equipment engine.
- Two-for-One Equipment Replacements: If an applicant is applying to replace two (2) existing equipment with one (1) replacement equipment, then two applications and supporting documentation must be submitted. Please specify this on the application by checking the Two-for-One Option.
 - The hp rating for the replacement equipment engine must not be greater than 125 percent of the original manufacturer rated hp (baseline hp) for the lowest hp of the two existing equipment engines.

OFF-ROAD VOUCHER INCENTIVE PROGRAM

Application Checklist

Applicant Information	Dealer Information
Company:	Dealership:
Owner:	Salesperson:
Phone:	Phone:
FAX:	FAX:
Email:	Email:
<i>Option: attach business card</i>	<i>Option: attach business card</i>

√	Applicant Requirements
<input type="checkbox"/>	Completed application (signed & dated in ink)
<input type="checkbox"/>	Copy of two (2) items from ownership document list
<input type="checkbox"/>	Equipment usage documentation (for previous twenty four (24) months)
<input type="checkbox"/>	<input type="checkbox"/> Hour meter reading records
<input type="checkbox"/>	Equipment usage documentation for the existing equipment must prove :
<input type="checkbox"/>	<input type="checkbox"/> selected annual usage for previous twenty four (24) months
<input type="checkbox"/>	Copy of DOORS fleet summary sheet (if applicable)
<input type="checkbox"/>	Inspection Form for the existing equipment signed by a participating dealership or air district
<input type="checkbox"/>	Digital photos of the existing equipment
<input type="checkbox"/>	Verification of existing engine model year from the manufacturer or dealership
<input type="checkbox"/>	Signed and dated quote and specification sheet for the replacement equipment
<input type="checkbox"/>	ARB Executive Order for replacement equipment engine. U.S. EPA Certificate of Conformity for federally preempted engines.
<input type="checkbox"/>	If replacing two existing equipment with one replacement equipment, submit an application and the above information for each existing equipment. Check the box on the application marked "Two-for-One Option".
<input type="checkbox"/>	Replacement equipment engine hp < 125 percent of existing equipment engine.

OFF-ROAD VOUCHER INCENTIVE PROGRAM Application

Date Received:
(For office use only)

Applicant Information

Owner Name:		Company Name:	
Mailing address:			
City:	State:	Zip Code:	
Physical address:			
City:	State:	Zip Code:	
Owner Email:		Owner Phone:	

Third Party Information

This box needs to be filled out if application is completed by anyone being paid to complete the application on the owner's behalf. Dealers do not need to complete this section.

Third-Party Name:		Company Name:	
Mailing address:			
City:	State:	Zip Code:	
Physical address:			
City:	State:	Zip Code:	
Phone:		Email:	
Third Party Signature:		Date:	

Existing Equipment and Engine Information

☐ Two-for-One Option

EQUIPMENT INFORMATION:

Equipment Make:	Equipment Model:	Equipment Model Year:	
DOORS EIN (if applicable):	Equipment Serial Number:	Date of Manufacture:	
Fleet ID:	Equipment operational? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Engine Information:			
Engine Make:	Engine Model:	Engine Model Year:	Date of Manufacture:
Engine Serial Number or Air District ID Number:			Engine Horsepower:
Engine operational? <input type="checkbox"/> Yes <input type="checkbox"/> No		Fuel used? <input type="checkbox"/> Diesel <input type="checkbox"/> Other:	

Replacement Equipment and Engine Information (If Applicable)

EQUIPMENT INFORMATION:			
Equipment Make:	Equipment Model:	Equipment Model Year:	
Equipment Serial Number:		Date of Manufacturer:	
Equipment operational? <input type="checkbox"/> Yes <input type="checkbox"/> No		Estimated Delivery Date:	
Engine Information:			
Engine Make:	Engine Model:	Engine Model Year:	Date of Manufacture:
Engine Serial Number:	Engine Family Number:	Engine Horsepower:	
Engine operational? <input type="checkbox"/> Yes <input type="checkbox"/> No	Fuel used? <input type="checkbox"/> Diesel <input type="checkbox"/> Other: _____	ARB Executive Order Number or U.S. EPA Certificate of Conformity Number:	

Dealership Information (or attach business card)

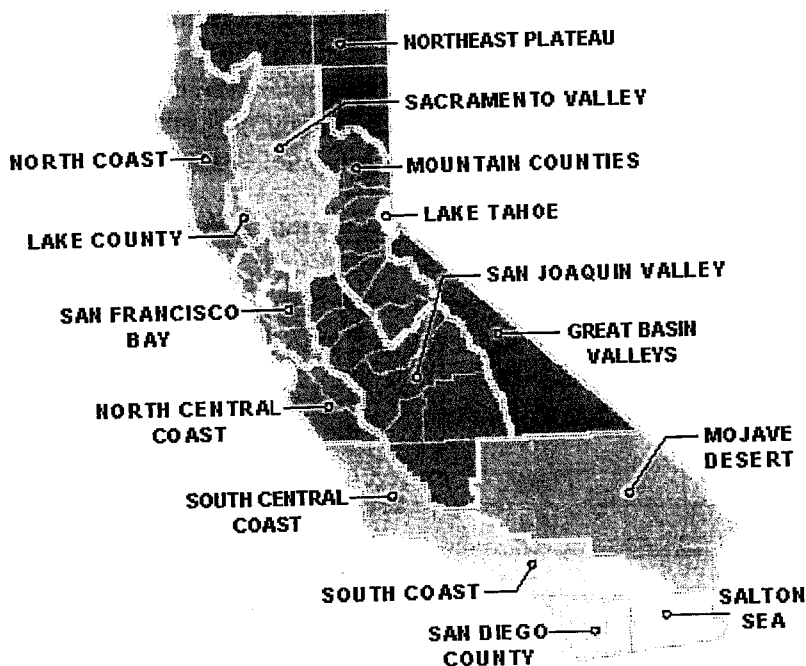
Contact Person:	Business Name:		
Phone:	Address:		
City:	State:	Zip Code:	

Operational Area

Using the map below, estimate the percentage of your annual usage that will occur in each area. *This information is required, but will NOT affect your eligibility or potential funding amount.*

North Coast:	Northeast Plateau:
Lake County:	Sacramento Valley:
San Francisco Bay:	Mountain Counties:
North Central Coast:	Lake Tahoe:
South Central Coast:	San Joaquin Valley:
South Coast:	Great Basin Valleys:
San Diego County:	Mojave Desert:
Outside California:	Salton Sea:
<i>Note: The total of all percentages must equal 100.</i>	

California Air Basins



By submitting this application, I certify under penalty of perjury that the information on this application is accurate and true:

- I am the owner of the existing equipment;
- The company is:
 - A small fleet with total maximum power of less than or equal to 2,500 hp if applying for funding for a tractor/loader/backhoe subject to the Off-Road Regulation, or;
 - A medium fleet with a total maximum power of between 2,500 and 5,000 hp if applying for funding for a tractor/loader/backhoe subject to the Off-Road Regulation;
- The information provided in this application and all supporting documentation are true and correct and meet the minimum requirements of the ORVIP;
- The existing equipment(s) must have operated at least 75 percent of the time in California during each twelve (12) month period for the previous twenty four (24) months;
- I understand that I cannot receive additional funding for replacement of that same piece of equipment. However, Carl Moyer Program funding for the addition of a retrofit for the ORVIP funded replacement may be available through the air district;
- The purchase of this low-emission equipment is NOT required by any local, state, and/or federal rule or regulation;
- I understand that I must be in compliance and remain in compliance with all applicable federal, state, and local air quality rules and regulations;
- I understand that an incomplete or illegible application, or if any required documentation is missing, this application will be immediately rejected and returned to me;
- I understand that I can reapply for project funding if this application is rejected because it was incomplete, illegible, or missing required documentation;
- I understand as an applicant that incentive programs have limited funds and shall terminate upon depletion of program funding;
- I have the legal authority to apply for incentive funding for the entity described in this application;
- I understand that ARB, as an intended third party beneficiary reserves the right to enforce the terms of ORVIP, at time during the three year voucher term to ensure emission reductions are obtained; and
- I agree to the above statements by signing below.

Owner Signature:

Date:

Printed Name:

Title:

Please attach all documentation listed on the application checklist

Please submit this application to the air district below. If you have any questions in completing your application, please contact:

<Air District Contact Information>

Appendix B
OFF-ROAD VOUCHER INCENTIVE PROGRAM
Air District's ORVIP Policies and Procedures

NOTE to AIR DISTRICT:

The program elements listed do NOT constitute air district's entire Policies and Procedures. This is an addendum to the air district's already existing Policies and Procedures in order to explain how to administer the Off-Road Voucher Incentive Program (ORVIP). The terms have been prepared to facilitate the air district's preparation of their ORVIP Policies and Procedures. The air district must ensure the intent of the ORVIP Guidelines are met and include the program elements listed below into the air district's ORVIP Policies and Procedures.

1. PROGRAM APPROVAL

How the air district is obtaining approval to implement the Carl Moyer ORVIP.

2. SELECTION OF DEALERSHIP

The processes the air district goes through to solicit and select dealership to go into agreement with.

3. DISMANTLER SELECTION

The processes the air district goes through to solicit and select dismantlers to go into agreement with.

4. PAYMENT PROCESS

The option in which the air district chooses to reimburse and issue payment to the dealership. There are two options:

- a.) To start the disbursement process as soon as they receive a Reimbursement Invoice (Appendix H), OR
- b.) To start the disbursement process and issue a check within ten (10) business days of receiving a completed Reimbursement Package (Appendix J).

5. DOCUMENTATION

The method in which the air district chooses to document the activities and progress of the ORVIP.

6. AUDITS

How the air district chooses to audit and inspect the projects. There are two (2) options:

- a.) The air district can choose to do all pre and post-inspections.
- b.) If the air district chooses to have dealerships do the inspections, the air district must audit 5 percent of each inspection (pre-inspection, post-inspection, and pre-dismantle inspection). The audits should be done randomly and occur throughout the implementation timeline of

the air district. The air district must outline how they will conduct audits in the air district's ORVIP Policies and Procedures.

7. DEALER TRAINING

The air district provides training for the participating dealers on the ORVIP. If the air district chooses to have dealers do the inspections, the air district must specify the media in which the inspection photographs will be submitted to the air district. The air district must work with ARB in coordinating training and materials.

8. DISMANTLER TRAINING

The air district provides training for the participating dismantlers on the ORVIP.

9. OUTREACH

The air district establishes an outreach goal for the ORVIP.

Appendix C
OFF-ROAD VOUCHER INCENTIVE PROGRAM
Dealership Agreement Terms to be included in Master Agreement
Between the Air District and Dealer

NOTE to AIR DISTRICT:

The terms listed do NOT constitute Air District's entire Agreement; standard Air District Agreement language (such as, confidentiality, termination, indemnification, insurance, etc.) must be included in conjunction with the items below. The terms have been prepared to facilitate the Air District's preparation of Agreement. The Air District must include the terms listed below and supersede any additional terms included by the Air District.

1. The Air District has not reviewed the Dealership's operations or reached any conclusion on the quality of the Dealership's operations. The Air District is permitting the Dealership to enter into this Agreement solely because Dealership has represented to the Air District that it is aware of the California Air Resources Board Off-Road Voucher Incentive Program (ORVIP) Guidelines (Guidelines) goals, and agrees to abide by the Program requirements and Guidelines.
2. The Air District and Dealership agree that if the California Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the ORVIP, this Agreement shall be of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the Air District and Dealership or to furnish any other considerations under this Agreement.
3. Payment: The Air District will not pay or otherwise directly reimburse or compensate in any way the Dealership for its services rendered in keeping with this Agreement, but the benefit received by Dealership under this Agreement is the opportunity to participate in the ORVIP, which includes the corresponding opportunity for the Dealership to profit from the sale of equipments to ORVIP Participants.
4. Reduction in Equipment Purchase Price: The dealership should show the voucher amount on the replacement equipment invoice. This amount should not reduce the sales price of the equipment but should reduce the amount the participant will pay for the equipment. The receipt of voucher funds does not lower the base price of the equipment and does not reduce the tax basis of the equipment.
5. Voucher Payment: The Dealership will be reimbursed by the Air District for the voucher amount once the Dealership submits a complete Reimbursement Package to Air District as outlined in the Guidelines and in this Agreement.
6. Dealership Obligations: The Dealership agrees to provide general information to Program participants about the Program. The Air District will provide training to Dealership staff. The Dealership agrees to assist ORVIP participants to correctly

complete and submit the Application Package to the Air District. It is important to verify that all information is filled out correctly and that the participant understands the Program.

- a. Before the Air District may approve a voucher, an Application Package must be completed and submitted to the Air District. The Application Package must include all required documentation as outlined in the ORVIP Guidelines.
 - b. After the Air District notifies the Dealership of application approval, the Dealership will order the replacement equipment with an eligible engine, as specified in the Guidelines, and have the replacement equipment delivered to the Dealership.
 - c. Within thirty (30) days after the owner delivers the existing equipment and original, signed title to the Dealership, the Dealership must ensure the existing equipment is sent to a participating dismantler for destruction. The Air District will provide a list of participating dismantlers to the Dealership.
7. Dealership Qualifications: Dealership warrants that it meets the following minimum qualifications for participation in the ORVIP, and will continue to meet these qualifications throughout its participation in the ORVIP.
 - a. Dealership has had a valid business license in California for a minimum of the last two (2) years.
 - b. Dealership maintains a minimum of one (1) employee that has successfully completed the training by the Air District regarding the terms, conditions and requirements of the Program. If a participating dealership maintains more than one location for equipment sales, then each location must have at least one employee trained on the ORVIP. Language must be included in the dealership agreement requiring each location have at least one employee is trained on the ORVIP.
 - c. Dealership agrees to allow the Air District or Air Resources Board (ARB) to inspect equipment or audit program records covered under this Agreement during normal business hours.
8. Inspections: Inspections described below require inspection forms be completed and photographs taken to document equipment and engine. Specific requirements are outlined in the Guidelines.
 - a. All inspections except for the dismantle inspection may be conducted by an authorized Dealership. If the Air District requests the Dealership to conduct an inspection, then the inspection must be conducted as follows:

1. Pre-Inspection: Submit completed inspection form and photos to Air District with the application
 2. Post-Inspection: Submit completed inspection form and photos to Air District with Dealer Reimbursement Package (Appendix J)
 3. Pre-Dismantle: Submit completed inspection form and photos to Air District with Dealer Reimbursement Package (Appendix J)
- a. If the Air District conducts inspections, then inspections must be conducted in accordance with the ORVIP Guidelines.
9. Dealership Reimbursement: Dealership must submit a Reimbursement Package to the Air District. A description of documents in the Reimbursement Package is listed in the Guidelines. The Reimbursement Package must include:
- a. Reimbursement Invoice (Appendix H) should be signed and returned to the air district upon receipt;
 - b. Final dealership invoice signed by the applicant that shows the final purchase price less the voucher award;
 - c. Receipt of Voucher (Appendix G) signed by the participant;
 - d. The original Voucher (Appendix F);
 - e. Copy of DOORS registration (if applicable);
 - f. Copy of finance documentation (if applicable);
 - g. Copy of replacement equipment warranty information;
 - h. Inspection forms and pictures of the existing equipment after it is turned in to the dealership as specified in Appendix I;
 - i. Inspection forms and pictures of the replacement equipment as specified in Appendix I;
 - j. Location of the dismantler yard where the existing equipment will be destroyed; and
 - k. Date the existing equipment is delivered to or picked up by a participating dismantler.
10. Noncompliance: Noncompliance with this Agreement or Guidelines, includes, but is not limited to canceling the Agreement and recapturing voucher funds. ARB and the Air District may disqualify Dealership from ORVIP participation and seek other remedies as available under the law for noncompliance with this Agreement or ORVIP requirements.

Appendix D
OFF-ROAD VOUCHER INCENTIVE PROGRAM
Dismantler Agreement Terms to be Included in Master Agreement
Between the Air District and Dismantler Owner

NOTE to AIR DISTRICT:

The terms listed do NOT constitute Air District's entire Agreement; standard Air District Agreement language (such as, confidentiality, termination, indemnification, insurance, etc.) must be included in conjunction with the items below. The terms have been prepared to facilitate the Air District's preparation of Agreement. The Air District must include the terms listed below that would supersede any additional terms included by the Air District.

1. The Air District has not reviewed the Owner's operations or reached any conclusion on the quality of the operations. The Air District is allowing the Owner to enter into this Agreement solely because the Owner has represented to the Air District that it is aware of the Air Resources Board Off-Road Voucher Incentive Program (ORVIP) Guidelines (Guidelines) goals, and agrees to abide by the ORVIP requirements and Guidelines.
2. The Air District and Dismantler agree that if the California Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the ORVIP, this Agreement shall be of no further force and effect. In this event the State shall have no liability to pay any funds whatsoever to the Air District and Dismantler or to furnish any other considerations under this Agreement.
3. Payment: Owner will not be paid or otherwise reimbursed directly by the Air District or ARB. Rather, the benefit received by Owner under this Agreement is the opportunity to participate in the ORVIP, which carries the corresponding opportunity to profit through the receipt – for cash or free – of materials that Owner will dismantle with the intent to make a profit. Funding is not available from the Air District through this Agreement for any dismantler or material costs, including hazardous waste abatement fees, labor costs, fines, permits, or other charges resulting from destruction or disposal.
4. Owner Obligation: The Owner must comply with the following requirements in accordance with the Guidelines, and submit certification to the Air District verifying that the requirements have been met. Within sixty (60) calendar days of receiving equipment under this Agreement, Owner will:
 - a. Destroy equipment and render it physically useless; and
 - b. Notify the Air District when the equipment (chassis and engine) has been properly destroyed and schedule a destruction inspection with Air District; and

- c. The dismantler must provide verification that the equipment no longer operational. Documentation must include clear photographs of the destroyed engine block and cut frame rails. In addition, the following picture views must be taken:
 - 1. Equipment serial number
 - 2. Engine side view.
 - 3. Engine serial number either stamped on the block or on the tag.
 - 4. Destroyed engine block either in-frame or out of frame as specified in the program criteria.
 - 5. Cut structural components
 - 6. Destroyed attachments, if scrapped
 - 7. Other views dependent on the method of equipment destruction
- 5. Owner Qualifications: Owner warrants that it meets the following minimum qualifications for participating in the ORVIP, and will continue to meet these qualifications throughout its participation in the ORVIP. Owner must provide written proof that it meets the following qualifications within forty-eight (48) hours if requested by Air District staff.
 - a. Owner must have a current, valid Dismantler's license issued by the California Department of Motor Vehicles.
 - b. Owner has a current, valid California Environmental Protection Agency Hazardous Material Generator and Storage Permit.
 - c. Owner must be in compliance with all local, State, and federal regulations, permits and requirements.
 - d. Owner must have a minimum of one (1) active employee who received training by the Air District on the requirements of the ORVIP. If a dismantler has more than one location, then the dismantler must have at least one (1) active employee trained by the Air District at each location that will be accepting ORVIP equipment.
 - e. Dismantler has had a valid business license issued in California for a minimum of the last two (2) years.
- 6. Dismantler Inspection: Once the Air District is notified, a dismantler inspection will be scheduled and photos documenting the destruction of the engine will be taken in accordance with the Guidelines. Owner shall not move the equipment off of their property or part out an equipment until a dismantler inspection by the Air District has been performed and given approval by the Air District.

7. Use of Engine or Equipment Pending Destruction: Owner may not use or permit the use of, the engines or equipments, except use necessary to move it for destruction or storage.
8. Compliance: Because the prompt destruction of equipment and engines is one of the critical components of the ORVIP, and the parties agree that it will be difficult to determine the monetary damages arising from Owner's breach of the requirement to destroy the existing equipment within sixty (60) days, Owner agrees that if it fails to destroy the engine and equipment within the 60-day period, it will pay the Air District up to \$500 per day until the engine and equipment is destroyed and provide verification that the equipment is no longer operational. Owner may request that the Air District extend the 60-day period, and the Air District will not unreasonably withhold its approval of the extension request. Only written extensions are effective. Owner will not generally be eligible for an extension if the cause of the delay was within its control.
9. Noncompliance: Noncompliance with this Agreement or Guidelines, includes, but is not limited to canceling the Agreement and recapturing voucher funds. ARB and the Air District may disqualify Dismantler from ORVIP participation and seek other remedies as available under the law for noncompliance with this Agreement or Program requirements.

Appendix E

OFF-ROAD VOUCHER INCENTIVE PROGRAM Air District Review Checklist: Initial Review

Owner: _____	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected
Company: _____	Voucher # _____
Dealership: _____	Voucher Amount: \$ _____
Submittal Date: _____	Expiration date: _____

Verify that the following information/documents are included in the application. Use back side of checklist for additional comments if necessary.

Existing Equipment Requirements

- ☐ Verification that engine that meets the current model year California emission standards or the current model year U.S. EPA emission standards if it is a federally preempted engine
- ☐ Equipment is diesel fueled
- ☐ Existing equipment has an uncontrolled engine
- ☐ If the applicant chose the Two-for-One Option, both existing equipment meet all requirements of the ORVIP (replacement projects only)

Documentation Requirements

- ☐ Application complete, signed and dated – original application (with wet signature)
- ☐ Copy of two (2) items from ownership document list
- ☐ Copy of DOORS fleet summary sheet (if applicable)
- ☐ Documentation of a minimum of twenty four (24) months of existing equipment usage. Specific equipment identified in documentation:
 - ☐ Meets the selected annual usage in Appendix O for previous twenty four (24) months
- ☐ Signed quote and specifications sheet for the replacement equipment (with date and price)
 - Delivery date is listed and included on the voucher
 - Voucher amount is reduced from quote
 - Owner is listed as buyer
- ☐ Replacement Projects: ARB Executive Order for the replacement engine, which demonstrates the engine is meeting current model year California emission standards or current model year U.S. EPA emission standards if it is a federally preempted engine.

Existing Equipment Inspection Requirements

- ☐ Signed inspection form of the existing equipment from either the dealer or the Air District
 - Existing equipment is operational – clear evidence has been provided

- ☐ Digital photos taken at the inspection of the existing equipment are legible
- ☐ Digital photo information for existing equipment/engine make, MY, DOORS EIN (if available), serial number matches application information. The photos of the engine should help verify application information. If no engine tag is available, a print out of the engine specifications will suffice.

Air District Requirements

- ☐ Issue voucher for
 - Funding year: _____
 - Existing engine model year: _____
 - Annual usage: _____
 - Replacements - new: _____
 - Voucher Amount: _____

- ☐ The following application form fields are mandatory and must be filled in completely before the application may be approved.

Applicant Information: <ul style="list-style-type: none"> • Owner Name • Mailing Address (including City, State, Zip) • Physical Address (if different from mailing) • Owner Phone • DOORS ID of fleet (if applicable) 	Third Party Information: <ul style="list-style-type: none"> • Third-Party Name • Mailing address (including City, State, Zip) • Physical Address (if different from mailing) • Phone • Third Party Signature & Date Only required if a paid party other than the dealership completes the application
Existing Equipment and Engine Information: <ul style="list-style-type: none"> • Equipment Make • Equipment Model • Equipment Model Year • DOORS EIN (if applicable) • Equipment Serial Number • Equipment Operational • Engine Make • Engine Model • Engine Model Year • Engine Serial Number / Engine Block Stamp or Alternative Tag (if engine serial number is not available) • Engine Family Number • Engine Operational • Fuel Used 	Replacement Equipment and Engine Information: <i>(Replacement Projects Only)</i> <ul style="list-style-type: none"> • Equipment Make • Equipment Model • Equipment Model Year • DOORS EIN (if applicable) • Engine Make • Engine Model • Engine Model Year • Engine Family Number • Engine operational • Fuel used • ARB Executive Order Number or U.S. EPA Certificate of Conformity Number
Dealership Information: All fields must be filled out or a business card must be attached	
Inspection Forms: all applicable forms must be filled in based on the information required above for the existing and replacement equipments.	Applicant Recitals Owner must sign and date application

- ☐ If rejected, letter sent to applicant and the dealer was carbon copied

Reason(s) for rejection:

- ☐ _____
- ☐ _____

- ☐ If approved, voucher package sent to dealer on (date): _____

Air District Staff (print name): _____ Date Reviewed: _____

Appendix F

OFF-ROAD VOUCHER INCENTIVE PROGRAM Replacement Voucher

Congratulations! You have been approved to receive funding through the Off-Road Voucher Incentive Program (ORVIP). This voucher is redeemable for the purchase of the replacement equipment listed below. Redemption of this voucher must be completed at the dealership listed below.

Owner: please confirm the following information and sign in the first section.

Air District: _____

Voucher Number: _____

Voucher Amount: \$ _____

ARB, as an intended third party beneficiary, reserves the right to enforce the terms of the ORVIP at any time during the three year voucher term to ensure emission reductions are obtained.

Recipient Information	Dealership Information
Owner: _____	Dealership Name: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
Phone: _____	Phone: _____
Accept: <input type="checkbox"/> Decline: <input type="checkbox"/>	
Owner Signature: _____	Date: _____

Replacement Equipment Information	Engine Information
Make: _____	Make: _____
Model: _____	Model: _____
Model Year: _____	Model Year: _____
DOORS EIN (if applicable): _____	Engine Family Number: _____
Serial Number: _____	Serial Number: _____
	Engine Horsepower: _____
	U.S. EPA Certificate of Conformity Number or ARB Executive Order Number: _____

- To be eligible to redeem this voucher, the participant must purchase and take delivery of the replacement equipment within thirty (30) days of <Date> or by the delivery date of <Date>, whichever is later. The participant must also deliver the existing equipment in similar condition to the pre-inspection to the dealership prior to taking ownership of the replacement equipment.

By signing, I validate the issuance of this voucher in accordance with the ORVIP.

Signature of Air District Representative: _____ Date: _____

Printed Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Appendix G

OFF-ROAD VOUCHER INCENTIVE PROGRAM Receipt of Replacement Voucher

Air District: _____
Address: _____
Phone Number: _____

Voucher Number: _____
Voucher Amount: \$ _____

Recipient Information
Owner: _____
Address: _____
City, State, Zip: _____
Phone: _____

Replacement Equipment	Dealership Information
Make: _____	Dealership Name: _____
Model: _____	Address: _____
Model Year: _____	City, State, Zip: _____
Serial Number: _____	Phone: _____
EIN (if applicable): _____	

As an applicant of the Carl Moyer Off-Road Voucher Incentive Program (ORVIP),
I agree to:

- For participants that applied for and received funding on equipment subject to the Off-Road Regulation, register the replacement equipment in DOORS database.
- Provide the DOORS EIN for the replacement equipment no later than at the post-inspection of the replacement equipment.
- Own and operate this equipment at least 75 percent of the time within California for a minimum thirty-six (36) from the date of purchase.
- Notify the air district if there is a change in ownership over the next (36) months.
- Return annual usage surveys, as requested by the air district.
- Never modify the emission control system or the engine.
- Be available for a follow up inspection by the air district or Air Resources Board, if requested.
- Pay back all incentive funds if one or more of the above terms are not met.
- I cannot receive additional funding for the replacement of that same piece of equipment. However, Carl Moyer Program funding for the addition of a retrofit for the ORVIP funded replacement may be available through the air district.
- ARB, as an intended third party beneficiary, reserves the right to enforce the terms of ORVIP, at any time during the three year voucher term to ensure emission reductions are obtained.

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

Signature of Participant: _____ Date: _____

Name of Participant: _____

Original to Air District, Copy to Participant

Appendix H

OFF-ROAD VOUCHER INCENTIVE PROGRAM Reimbursement Invoice

Date:

Dealership Information
Business Name:
Address:
City, State, Zip:
Phone:
Federal Tax ID Number:

Please reimburse <Dealer Name> for <\$0.00> for the voucher number _____.

A complete reimbursement package will be turned in at the time of payment.

Thank you.

Name: _____

Signature: _____

Date: _____

Appendix I

OFF-ROAD VOUCHER INCENTIVE PROGRAM Inspection Form

Type of Inspection:

Existing Equipment: <input type="checkbox"/> Pre-Inspection <input type="checkbox"/> Pre-Dismantle <input type="checkbox"/> Dismantle
Post-Inspection: <input type="checkbox"/> Replacement Equipment Post-Inspection
Legible Pictures: <input type="checkbox"/> Yes <input type="checkbox"/> No

Applicant Information

COMPANY NAME:	INSPECTION LOCATION:
Owner Name:	
Address:	
City, State, Zip:	
Phone No:	

Equipment and Engine Information

☐ **EXISTING EQUIPMENT** ☐ **REPLACEMENT EQUIPMENT**

EQUIPMENT INFORMATION:			
Equipment Make:	Equipment Model:	Equipment Model Year:	
DOORS EIN (if applicable):	Equipment Serial Number:	Date of Manufacture:	
Fleet ID:	Hour Meter Reading:	Equipment operational? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Engine Information:			
Engine Make:	Engine Model:	Engine Model Year:	Date of Manufacture:
Engine Serial Number or Air District ID Number:			Engine Horsepower:
Engine operational? <input type="checkbox"/> Yes <input type="checkbox"/> No	Fuel used? <input type="checkbox"/> Diesel <input type="checkbox"/> Other:		Engine Family Number:

For Pre-Dismantler Inspection ONLY, Specify

DISMANTLER:	CONTACT NAME:	PHONE:
		Engine operational? <input type="checkbox"/> Yes <input type="checkbox"/> No

For Dismantler Inspection ONLY, Specify

DISMANTLER:	CONTACT NAME:	PHONE:
Frame Rails Cut? <input type="checkbox"/> Yes <input type="checkbox"/> No		Engine Destroyed? <input type="checkbox"/> Yes <input type="checkbox"/> No

Comments:

I certify under penalty of perjury that: (1) the information provided above is accurate, (2) the pictures are of the inspected equipment (3) the pictures clearly depict the inspected equipment, and (4) that I understand that this inspection form is incorporated in the agreement with the <air district>.

Signature:	Date:
Authorized Name:	
Air District / Dealership:	
Address:	
City, State, Zip:	
Phone No:	

Required Photographs

- Digital photos should be clear images with a minimum of 640x480 capture resolution. The Air District will specify the digital media required to save the pictures on.
- If applicable to the equipment, the DOORS EIN is not required to be photographed at the post inspection, but the EIN will need to be obtained by the post inspection.

(check the boxes/circles of pictures taken)

Pre-inspection of existing equipment	Post inspection of replacement equipment
<input type="checkbox"/> Equipment from left side <input type="checkbox"/> Equipment from right side <input type="checkbox"/> Equipment from front <input type="checkbox"/> Equipment from back <input type="checkbox"/> DOORS EIN (if applicable) <input type="checkbox"/> Equipment serial number <input type="checkbox"/> Engine tag (if available)* <ul style="list-style-type: none"> ○ Engine make ○ Engine model ○ Engine serial number ○ Engine family number 	<input type="checkbox"/> Picture(s) of equipment <input type="checkbox"/> Equipment serial number <input type="checkbox"/> Engine tag <ul style="list-style-type: none"> ○ Engine make ○ Engine model ○ Engine serial number ○ Engine family number
Pre-Dismantler inspection of existing equipment	Dismantler inspection of existing equipment
<input type="checkbox"/> Equipment from left side <input type="checkbox"/> Equipment from right side <input type="checkbox"/> Equipment from front <input type="checkbox"/> Equipment from back <input type="checkbox"/> Equipment serial number <input type="checkbox"/> Engine tag (if available)* <ul style="list-style-type: none"> ○ Engine make ○ Engine model ○ Engine serial number ○ Engine family number 	<input type="checkbox"/> Picture(s) of equipment <input type="checkbox"/> Equipment serial number <input type="checkbox"/> Engine tag (if available)* <ul style="list-style-type: none"> ○ Engine make ○ Engine model ○ Engine serial number ○ Engine family number <input type="checkbox"/> Cut in frame rails <input type="checkbox"/> Hole in engine block (at least 3 inches wide)

**If engine tag is missing, a picture of the engine serial number stamped on the engine block must be submitted*

Appendix J

OFF-ROAD VOUCHER INCENTIVE PROGRAM Reimbursement Package Checklist

Participant Name: _____
Voucher Number: _____

Date: _____
Voucher Amount: _____

Checklist for Replacement Projects

√	Documents included in Dealer Reimbursement Package
<input type="checkbox"/>	Dealer Reimbursement Invoice (original) – signed by dealership
<input type="checkbox"/>	Final replacement equipment purchase invoice
<input type="checkbox"/>	Receipt of Voucher (original) – signed by the participant
<input type="checkbox"/>	Voucher (original)
<input type="checkbox"/>	Copy of replacement equipment financing documentation (if applicable)
<input type="checkbox"/>	Copy of the replacement equipment warranty
<input type="checkbox"/>	Inspection forms and digital photos for existing equipment ready for dismantler
<input type="checkbox"/>	Inspection forms and digital photos for replacement equipment
<input type="checkbox"/>	Location of dismantler yard where the existing equipment will be destroyed
<input type="checkbox"/>	Date the existing equipment is delivered to or picked up by a dismantler

Dealership Business Name: _____
Contact Person: _____
Phone Number: _____

Appendix K

Date

Name

Company

Address

City, State, Zip

RE: Application Rejected: Off-Road Voucher Incentive Program

Dear Name:

Thank you for submitting an application to the <Air District's> Off-Road Voucher Incentive Program (ORVIP). Your application was reviewed and found to be incomplete and/or not meeting the requirements of the program. The application was rejected because:

☐ The applicant did not meet the following ORVIP criteria listed in the guidelines

-

☐ The application package was incomplete. The following information was not included in the application:

-

If your application was incomplete, you can re-apply to the ORVIP. If you wish to do so, you should re-apply by submitting a completed application.

If you have any questions, please contact <insert contact> at <insert phone> or <insert email>.

Sincerely,

<Name>

<Title>

cc: Dealership

Attachment: Application Package

Appendix L

OFF-ROAD VOUCHER INCENTIVE PROGRAM Air District Payment Review Checklist

Applicant:	Company (if any):	Dealer:
Voucher Number:	Voucher Amount:	Submittal Date:

Verify the following information in the reimbursement package:

- ☐ Applicant information matches application
- ☐ Voucher number is correct
- ☐ Voucher amount is correct
- ☐ Replacement equipment information matches application, quote information, and ORVIP requirements.
- ☐ Invoice correctly shows the final price less the voucher amount

Verify that the following documents are included in the reimbursement package:

- ☐ Reimbursement invoice
- ☐ Receipt of Replacement Voucher signed by the applicant
- ☐ Original Replacement Voucher
- ☐ Financing information, if equipment was financed
- ☐ Warranty information
- ☐ Completed final invoice, signed and dated by the applicant
- ☐ Copy of two (2) items from ownership document list
- ☐ Inspection Forms and photos of the replacement equipment

Replacement Projects Only:

- ☐ Inspection forms and photos of the replaced equipment in dealership custody
- ☐ Copy of two (2) items from ownership document list

Reimbursement approved? ☐ Yes ☐ No

Comments (Use back side of checklist for additional comments if necessary):

Funding Date: _____
Copy of check in project folder

Check Number: _____

Air District Staff (print name): _____ Date Reviewed: _____

Appendix M

July 17, 2014

Salesperson
Dealership
Address
City, State, Zip

RE: Reimbursement Package Rejection Letter: Voucher Number #_____

Dear Salesperson:

Thank you for your participation in the Off-Road Voucher Incentive Program (ORVIP). Unfortunately, the reimbursement package submitted for Voucher Number #_____ was reviewed and found to be incomplete and/or not meeting the requirements of the program. The package was rejected because:

☐ The reimbursement package did not meet the following ORVIP criteria listed in the guidelines

-

☐ The reimbursement package was incomplete. The following information was not included in the package:

-

If your reimbursement package was incomplete, please re-submit the entire reimbursement package including the missing documentation. If your reimbursement package did not meet the criteria of the program, please contact air district staff immediately for further explanation.

If you have any questions, please contact <insert contact> at <insert phone> or <insert email>.

Sincerely,

Name
Title
Air District
Phone Number

Attachment: Reimbursement Package

As of 7/11/14

53 of 60

OFF-ROAD
VOUCHER INCENTIVE PROGRAM

Appendix N

OFF-ROAD VOUCHER INCENTIVE PROGRAM Usage Survey

Thank you for participating in the Carl Moyer Off-Road Voucher Incentive Program.
Please fill out this usage survey and return to the address below within 5 business days.

Participant Information:

Name: _____
Address: _____

Equipment Information:

Make: _____
Model/Year: _____
DOORS EIN (if applicable): _____
Serial Number: _____

I still own the equipment and have (please print legibly):

- operated _____ hours in California in 20__;

The hour meter reading is:

--	--	--	--	--	--	--	--	--	--

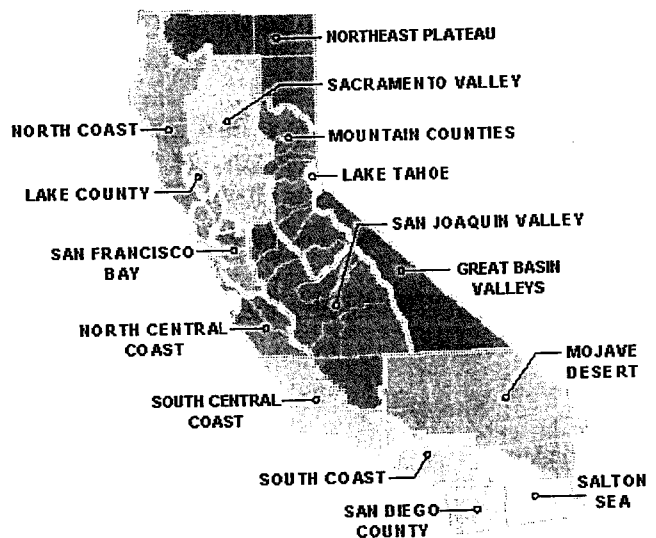
I operated the equipment about _____ % of the time in California in 20__.

Using the map at right, estimate the percentage of your usage that occurred in each area.

North Coast:	Northeast Plateau:
Lake County:	Sacramento Valley:
San Francisco Bay:	Mountain Counties:
North Central Coast:	Lake Tahoe:
South Central Coast:	San Joaquin Valley:
South Coast:	Great Basin Valleys:
San Diego County:	Mojave Desert:
Outside California:	Salton Sea:

Note: The total of all percentages must equal 100.

California Air Basins



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

Signature: _____
Name: _____
Date: _____

Return survey to:

As of 7/11/14

Appendix O

Off-Road VIP Funding Matrixes

VIP Replacement Funding Matrix Construction Tractor/Loader/Backhoe					
Minimum Annual Usage (Hours)	25-49 Horsepower		50-74 Horsepower		
	Tier 4 Interim	Tier 4 Final	Tier 3	Tier 4 Interim	Tier 4 Final
400					
500		\$2,500		\$5,000	\$5,500
600	\$2,500	\$3,500	\$5,000	\$6,000	\$6,500
700	\$3,000	\$4,000	\$6,000	\$7,000	\$8,000
800	\$3,000	\$4,500	\$7,000	\$8,000	\$9,000
900	\$3,500	\$5,000	\$8,000	\$9,000	\$10,000
1000	\$4,000	\$5,500	\$8,500	\$10,000	\$11,500
1100	\$4,500	\$6,000	\$9,500	\$11,000	\$12,500
1200	\$5,000	\$7,000	\$10,500	\$12,000	\$13,500
1300	\$5,500	\$7,500	\$11,500	\$13,000	\$14,500
1400	\$6,000	\$8,000	\$12,000	\$14,000	\$16,000
1500	\$6,500	\$8,500	\$13,000	\$15,000	\$17,000
1600	\$6,500	\$9,000	\$14,000	\$16,000	\$18,000
1700	\$7,000	\$9,500	\$15,000	\$17,000	\$19,500
1800	\$7,500	\$10,000	\$16,000	\$18,000	\$20,000
1900	\$8,000	\$10,000	\$16,500	\$19,000	\$20,000
2000	\$8,500	\$10,000	\$17,500	\$20,000	\$20,000
2100	\$9,000	\$10,000	\$18,500	\$20,000	\$20,000
2200	\$9,500	\$10,000	\$19,500	\$20,000	\$20,000
2300+	\$10,000	\$10,000	\$20,000	\$20,000	\$20,000

VIP Replacement Funding Matrix – Construction Tractor/Loader/Backhoe								
Minimum Annual Usage (Hours)	75-99 Horsepower				100-124 Horsepower			
	Tier 3	Tier 4 Phase Out	Tier 4 Phase-In or Alternate NOx	Tier 4 Final	Tier 3	Tier 4 Phase Out	Tier 4 Phase-In or Alternate NOx	Tier 4 Final
400				\$7,500				\$10,500
500		\$8,500	\$8,500	\$9,500	\$10,000	\$11,500	\$11,500	\$13,000
600	\$8,000	\$10,000	\$10,500	\$11,500	\$12,000	\$14,000	\$14,000	\$15,500
700	\$9,000	\$12,000	\$12,500	\$13,500	\$14,000	\$16,500	\$16,500	\$18,500
800	\$10,500	\$13,500	\$14,000	\$15,500	\$16,500	\$18,500	\$19,000	\$21,000
900	\$12,000	\$15,500	\$16,000	\$17,500	\$18,500	\$21,000	\$21,500	\$23,500
1000	\$13,000	\$17,000	\$17,500	\$19,500	\$20,500	\$23,500	\$23,500	\$26,500
1100	\$14,500	\$18,500	\$19,500	\$21,500	\$22,500	\$25,500	\$26,000	\$29,000
1200	\$16,000	\$20,500	\$21,500	\$23,500	\$24,500	\$28,000	\$28,500	\$31,500
1300	\$17,000	\$22,000	\$23,000	\$25,500	\$26,500	\$30,500	\$31,000	\$34,500
1400	\$18,500	\$24,000	\$25,000	\$27,500	\$28,500	\$33,000	\$33,500	\$37,000
1500	\$20,000	\$25,500	\$26,500	\$29,500	\$31,000	\$35,000	\$35,500	\$39,500
1600	\$21,000	\$27,500	\$28,500	\$30,000	\$33,000	\$37,500	\$38,000	\$40,000
1700	\$22,500	\$29,000	\$30,000	\$30,000	\$35,000	\$40,000	\$40,000	\$40,000
1800	\$24,000	\$30,000	\$30,000	\$30,000	\$37,000	\$40,000	\$40,000	\$40,000
1900	\$25,000	\$30,000	\$30,000	\$30,000	\$39,000	\$40,000	\$40,000	\$40,000
2000	\$26,500	\$30,000	\$30,000	\$30,000	\$40,000	\$40,000	\$40,000	\$40,000
2100	\$28,000	\$30,000	\$30,000	\$30,000	\$40,000	\$40,000	\$40,000	\$40,000
2200	\$29,000	\$30,000	\$30,000	\$30,000	\$40,000	\$40,000	\$40,000	\$40,000
2300+	\$30,000	\$30,000	\$30,000	\$30,000	\$40,000	\$40,000	\$40,000	\$40,000

VIP Replacement Funding Matrix – Construction Tractor/Loader/Backhoe								
Minimum Annual Usage (Hours)	125-149 Horsepower				150-174 Horsepower			
	Tier 3	Tier 4 Phase Out	Tier 4 Phase-In or Alternate NOx	Tier 4 Final	Tier 3	Tier 4 Phase Out	Tier 4 Phase-In or Alternate NOx	Tier 4 Final
400								\$11,000
500		\$10,000	\$10,000	\$11,500		\$12,000	\$12,000	\$14,000
600		\$12,000	\$12,000	\$14,000	\$11,500	\$14,000	\$14,500	\$17,000
700	\$11,000	\$14,000	\$14,000	\$16,500	\$13,500	\$16,500	\$17,000	\$19,500
800	\$13,000	\$16,000	\$16,000	\$19,000	\$15,500	\$19,000	\$19,500	\$22,500
900	\$14,500	\$18,000	\$18,000	\$21,000	\$17,500	\$21,500	\$22,000	\$25,500
1000	\$16,000	\$20,000	\$20,000	\$23,500	\$19,500	\$24,000	\$24,500	\$28,500
1100	\$17,500	\$22,000	\$22,000	\$26,000	\$21,500	\$26,000	\$26,500	\$31,000
1200	\$19,500	\$24,000	\$24,500	\$28,500	\$23,500	\$28,500	\$29,000	\$34,000
1300	\$21,000	\$26,000	\$26,500	\$30,500	\$25,000	\$31,000	\$31,500	\$37,000
1400	\$22,500	\$28,000	\$28,500	\$33,000	\$27,000	\$33,500	\$34,000	\$39,500
1500	\$24,000	\$30,000	\$30,500	\$35,500	\$29,000	\$36,000	\$36,500	\$42,500
1600	\$26,000	\$32,000	\$32,500	\$38,000	\$31,000	\$38,000	\$39,000	\$45,500
1700	\$27,500	\$34,000	\$34,500	\$40,000	\$33,000	\$40,500	\$41,500	\$48,000
1800	\$29,000	\$36,000	\$36,500	\$42,500	\$35,000	\$43,000	\$44,000	\$51,000
1900	\$31,000	\$38,000	\$38,500	\$45,000	\$37,000	\$45,500	\$46,500	\$54,000
2000	\$32,500	\$40,000	\$40,500	\$47,500	\$39,000	\$48,000	\$49,000	\$57,000
2100	\$34,000	\$42,000	\$42,500	\$49,500	\$41,000	\$50,000	\$51,000	\$59,500
2200	\$35,500	\$44,000	\$44,500	\$50,000	\$43,000	\$52,500	\$53,500	\$60,000
2300	\$37,500	\$46,000	\$46,500	\$50,000	\$45,000	\$55,000	\$56,000	\$60,000
2400	\$39,000	\$48,000	\$49,000	\$50,000	\$47,000	\$57,500	\$58,500	\$60,000
2500	\$40,500	\$50,000	\$50,000	\$50,000	\$48,500	\$60,000	\$60,000	\$60,000
2600	\$42,000	\$50,000	\$50,000	\$50,000	\$50,500	\$60,000	\$60,000	\$60,000
2700	\$44,000	\$50,000	\$50,000	\$50,000	\$52,500	\$60,000	\$60,000	\$60,000
2800	\$45,500	\$50,000	\$50,000	\$50,000	\$54,500	\$60,000	\$60,000	\$60,000
2900	\$47,000	\$50,000	\$50,000	\$50,000	\$56,500	\$60,000	\$60,000	\$60,000
3000	\$48,500	\$50,000	\$50,000	\$50,000	\$58,500	\$60,000	\$60,000	\$60,000
3100+	\$50,000	\$50,000	\$50,000	\$50,000	\$60,000	\$60,000	\$60,000	\$60,000

VIP Replacement Funding Matrix – Agricultural Tractor					
	25-49 Horsepower		50-74 Horsepower		
Minimum Annual Usage (Hours)	Tier 4 Interim	Tier 4 Final	Tier 3	Tier 4 Interim	Tier 4 Final
200		\$2,000			\$4,000
300	\$2,000	\$3,000	\$5,000	\$5,500	\$6,500
400	\$3,000	\$4,000	\$6,500	\$7,500	\$8,500
500	\$4,000	\$5,500	\$8,000	\$9,000	\$10,500
600	\$4,500	\$6,500	\$10,000	\$11,000	\$13,000
700	\$5,500	\$7,500	\$11,500	\$13,000	\$15,000
800	\$6,500	\$7,500	\$13,000	\$15,000	\$15,000
900	\$7,000	\$7,500	\$15,000	\$15,000	\$15,000
1000+	\$7,500	\$7,500	\$15,000	\$15,000	\$15,000

VIP Replacement Funding Matrix – Agricultural Tractor								
Minimum Annual Usage (Hours)	75-99 Horsepower				100-124 Horsepower			
	Tier 3	Tier 4 Phase Out	Tier 4 Phase-In or Alternate NOx	Tier 4 Final	Tier 3	Tier 4 Phase Out	Tier 4 Phase-In or Alternate NOx	Tier 4 Final
200	\$5,000	\$6,500	\$6,500	\$7,500		\$8,500	\$9,000	\$10,000
300	\$7,500	\$9,500	\$10,000	\$11,000	\$11,500	\$13,000	\$13,500	\$15,000
400	\$10,000	\$13,000	\$13,500	\$15,000	\$15,500	\$17,500	\$18,000	\$20,000
500	\$12,500	\$16,000	\$16,500	\$18,500	\$19,500	\$22,000	\$22,500	\$25,000
600	\$15,000	\$19,500	\$20,000	\$22,500	\$23,000	\$26,500	\$27,000	\$30,000
700	\$17,500	\$22,500	\$22,500	\$22,500	\$27,000	\$30,000	\$30,000	\$30,000
800	\$20,000	\$22,500	\$22,500	\$22,500	\$31,000	\$30,000	\$30,000	\$30,000
900+	\$22,500	\$22,500	\$22,500	\$22,500	\$31,000	\$30,000	\$30,000	\$30,000

VIP Replacement Funding Matrix – Agricultural Tractor								
	125-149 Horsepower				150-174 Horsepower			
Minimum Annual Usage (Hours)		Tier 4 Phase Out	Tier 4 Phase-In or Alternate Nox	Tier 4 Final		Tier 4 Phase Out	Tier 4 Phase-In or Alternate Nox	Tier 4 Final
200		\$7,500	\$7,500	\$8,500	\$7,000	\$9,000	\$9,000	\$10,500
300	\$9,000	\$11,000	\$11,500	\$13,000	\$11,000	\$13,500	\$13,500	\$16,000
400	\$12,000	\$15,000	\$15,000	\$17,500	\$14,500	\$18,000	\$18,500	\$21,500
500	\$15,000	\$18,500	\$19,000	\$22,000	\$18,500	\$22,500	\$23,000	\$26,500
600	\$18,500	\$22,500	\$23,000	\$26,500	\$22,000	\$27,000	\$27,500	\$32,000
700	\$21,500	\$26,500	\$27,000	\$31,000	\$25,500	\$31,500	\$32,000	\$37,500
800	\$24,500	\$30,000	\$30,500	\$35,500	\$29,500	\$36,000	\$37,000	\$43,000
900	\$27,500	\$34,000	\$34,500	\$37,500	\$33,000	\$40,500	\$41,500	\$45,000
1000	\$30,500	\$37,500	\$37,500	\$37,500	\$37,000	\$45,000	\$45,000	\$45,000
1100	\$33,500	\$37,500	\$37,500	\$37,500	\$40,500	\$45,000	\$45,000	\$45,000
1200	\$37,000	\$37,500	\$37,500	\$37,500	\$44,000	\$45,000	\$45,000	\$45,000
1300+	\$37,500	\$37,500	\$37,500	\$37,500	\$45,000	\$45,000	\$45,000	\$45,000