



**COUNTY OF PLACER**  
**Community Development/Resource Agency**

Michael J. Johnson, AICP  
Agency Director

**PLANNING**  
**SERVICES DIVISION**

EJ Ivaldi, Deputy Director

**MEMORANDUM**

**TO:** Honorable Board of Supervisors

**FROM:** Michael J. Johnson, AICP  
Agency Director

By Brett Storey, Senior Management Analyst

**DATE:** May 20, 2014

**SUBJECT:** CLEAN AIR GRANT AGREEMENT

**ACTION REQUESTED**

Authorize the Community Development/Resource Agency Director to sign a Clean Air Grant agreement in the amount of \$30,000 from the Placer County Air Pollution Control District for the biomass program. There is no net County cost associated with this action.

**BACKGROUND**

Placer County has implemented a program to provide fire prevention assistance and biomass utilization. The Placer County Air Pollution Control District (PCAPCD) has assisted greatly in the endeavor during the past eight years with Clean Air Grants which were put to use and heartily accepted by several of the County's communities. These grants complement other annual County fire prevention programs such as Defensible Space Inspections, Shaded Fuel Break Maintenance, and more. The County has been placing biomass boxes in its communities that require/desire defensible space treatments, as well as providing areas to create regional biomass piles to be processed. These programs have been hugely successful.

Because 2014 has been declared a drought emergency year in California by Governor Brown, staff is trying to utilize as many programs as practical to lower the risk of wildfires and reduce the amount of open burning. The ground is expected to be drier than ever, and any outdoor activity has the potential to start a fire. The County's program, started early in the fire season, would allow for multiple communities to remove unnecessary brush and tree materials from the Wildland Urban Interface (WUI) areas within the County. The citizen and business communities realize the value of the safety aspect, as well as the value of the lowered pollution levels due to the material not being burned. Placer County was awarded a Clean Air Grant (CAG) for \$30,000 from the Placer County Air Pollution Control District (PCAPCD) at its April 2014 meeting.

This grant requires approval by the Board and must be encumbered by the PCAPCD by the end of May 2014 to meet the end of the fiscal year policy. Grant work will not begin until all funds have been approved. The grant money is eligible to be used until December 31, 2014. Placer County will provide matching funding (\$10,000) from the HR 2389 Title III funding. (The Board will also consider approval of the request for matching funds on today's agenda)

This year's program will primarily accommodate communities at the west end of the County, but is also available to the crest of the Sierra Nevada Mountains with preference to the driest and most dangerous fire risk communities. Due to the efforts of the Board, these programs have become very successful and

the County is reaching more areas to remove this material creating better fire prevention and reduced air pollution. This project will remove many tons of air pollution from the region and create green electricity.

**CEQA COMPLIANCE**

The requested action is exempt from environmental review as set forth in Section 15061(b)(3) of the California Environmental Quality Act Guidelines, as there are no specific projects currently identified for the biomass program. The requested action is to enter into an agreement to accept and administer grant funds. Subsequent projects will be subject to separate environmental review when applicable.

**FISCAL IMPACT**

There is no net County cost for this grant approval. The grant funds from the PCAPCD and the HR 2389 Title III revenues will fund the entire program.

Attached to this report for the Board's information/consideration are:

**ATTACHMENTS**

- Attachment A: Clean Air Grant Agreement
- Attachment B: Clean Air Grant Application

cc: Holly Heinzen, Chief Assistant CEO  
Karin Schwab, Deputy County Counsel



## CLEAN AIR GRANT AGREEMENT

**Contract No. CN000781**

**Contract Year: 2014**

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and Placer County Community Development Resource Agency, (hereinafter "CONTRACTOR").

### RECITALS

**WHEREAS**, under AB 2766 and AB 923 (Health and Safety Code Section 44220 and 44225 *et seq.*), PCAPCD has levied a \$6.00 fee on motor vehicles registered within PCAPCD; and

**WHEREAS**, PCAPCD has received Air Quality Mitigation Funds to off-set the impact of new development in Placer County by reducing emissions, primarily ozone precursor emissions, from sources that are not required by law to reduce emissions; and

**WHEREAS**, pursuant to AB 2766, AB 923 and the APCD's Offsite Mitigation Program, the monies collected under these levies must be used to reduce air pollution from motor vehicles and other sources, and for related air quality planning, education, air monitoring, and technical studies necessary for the implementation of the California Clean Air Act; and

**WHEREAS**, CONTRACTOR has requested that PCAPCD provide Clean Air Grant monies for the PROJECT(s) described in Exhibit A, subject to the terms and conditions set forth in this AGREEMENT; and

**WHEREAS**, CONTRACTOR has represented to PCAPCD that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described PROJECT(s); and

**WHEREAS**, PCAPCD staff has carefully reviewed the described PROJECT(s) and have found it/them to be within the requirements of AB 2766, AB 923 and the Offsite Mitigation Program in that the PROJECT(s) are reasonably expected to reduce air pollution and help in the further implementation of the California Clean Air Act; and

**WHEREAS**, the PCAPCD Board of Directors has approved Resolution #14-10, authorizing the Air Pollution Control Officer to negotiate, sign, and amend as needed, grant agreements and contracts for approved projects listed in the table "PCAPCD Clean Air Grant Projects 2014".

**NOW THEREFORE**, In consideration of the promises and covenants set forth herein, the parties agree as follows:

**1. Contract Period**

- a) The term of this contract shall begin on the last date signed by the parties below and conclude on or before December 31, 2014, unless terminated or amended.
- b) This contract may be canceled by either party upon serving thirty (30) days notice in writing to the other party.

**2. Services**

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

**3. Payment**

- a) PCAPCD agrees to pay for the services covered by this AGREEMENT pursuant to the payment schedule set forth below and in Exhibit "B"- Contract Terms and Payment for Services Rendered.
- b) The amount paid to the CONTRACTOR shall constitute full payment for all services set forth herein. CONTRACTOR shall not be reimbursed for any additional expenses incurred beyond the maximum approved sum.
- c) CONTRACTOR shall bill PCAPCD upon completion of the PROJECT and after all of the conditions for funding outlined in this AGREEMENT are met. If the PROJECT funded under this contract is performed in phases or over a period of time, then requests can be made by the CONTRACTOR for partial payment. Partial requests for payments must receive prior authorization by PCAPCD. CONTRACTOR agrees to provide a detailed invoice to PCAPCD with copies of purchase orders, signed contracts, or receipts referencing the contract number. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT. **At the discretion of PCAPCD, ten (10) percent of the contract amount will be withheld pending the submittal and approval of the Final Report as outlined in Exhibit C – Final Report Format.**

- d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to CONTRACTOR until PCAPCD is satisfied that work of such value has been rendered pursuant to this AGREEMENT. However, PCAPCD shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

**4. Notices**

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

PCAPCD:  
Placer County Air Pollution Control District  
Attn: Air Pollution Control Officer  
110 Maple Street  
Auburn, CA 95603

CONTRACTOR  
Brett Storey  
Placer County Community Development Resource Agency  
3091 County Center Drive  
Auburn, CA 95603

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

**5. Obligations of PCAPCD**

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

6. **Obligations of CONTRACTOR**

- a) CONTRACTOR has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT.
- b) CONTRACTOR has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A and will produce said documents if requested by PCAPCD.
- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit A.
- d) No component of the monies to be paid by PCAPCD to CONTRACTOR shall be used for grant administration or any interest costs.
- e) CONTRACTOR shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and paragraph 3.

7. **Hold Harmless/Indemnity**

CONTRACTOR agrees to indemnify and hold harmless PCAPCD and PCAPCD'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts of omissions of Contractor, its employees or agents.

PCAPCD agrees to indemnify and hold harmless CONTRACTOR, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of PCAPCD, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.

8. **Insurance Requirements**

- a) It is recognized that CONTRACTOR is self insured, and as such provides coverage for General Liability and Worker's Compensation.
- b) CONTRACTOR shall file with PCAPCD, concurrently herewith, Certificates of Insurance. All certificates are to be received and approved by PCAPCD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. PCAPCD reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time.

CONTRACTOR shall maintain the following insurance coverage in full force and effect during the term of this contract:

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

If CONTRACTOR represents that they have no employees, and does not hire SUBCONTRACTORS with employees, then they are not required to have Workers Compensation coverage.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed with PCAPCD upon demand.

GENERAL LIABILITY INSURANCE

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

1. Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

1. Comprehensive General Liability;
2. Commercial General Liability (Occurrence); or
3. Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) for Products-Completed Operation
  - One million dollars (\$1,000,000) General Aggregate
- If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limit is two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

1. The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - One million dollars (\$1,000,000) General Aggregate
2. The insurance coverage provided by CONTRACTOR shall contain contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

9. **Facilities, Equipment and Other Materials**

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

10. **Non-Discrimination**

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

**11. Records and Documents**

- a) CONTRACTOR shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to PCAPCD, and PCAPCD shall have the right to inspect such records at any reasonable time.
- b) CONTRACTOR agrees to return to PCAPCD, upon termination of this AGREEMENT, all documents, drawings, photographs, and other written or graphic material, however produced, received from PCAPCD and used by CONTRACTOR in the performance of its services. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by CONTRACTOR in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of both the CONTRACTOR and PCAPCD, and may be used by PCAPCD or the CONTRACTOR for any purpose whatsoever.
- c) PCAPCD agrees that any future use by PCAPCD of documents produced under the terms of this contract shall be at the sole discretion of PCAPCD, and CONTRACTOR shall bear no liability for the decisions on whether and how to use such documents.
- d) CONTRACTOR agrees that any future use by CONTRACTOR of documents produced under the terms of this contract shall be at the sole discretion of CONTRACTOR, and PCAPCD shall bear no liability for the decisions on whether and how to use such documents.

**12. Independent Status**

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

**13. Warranties**

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

**14. Licenses, Permits, Etc**

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

**15. Assignment or Transfer**

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

**16. Modification of Agreement**

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

**17. Waiver**

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

**18. Entirety of AGREEMENT**

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

**19. Jurisdiction**

This AGREEMENT, and the right and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court having venue over matters arising in Placer County, California, provided that nothing in this AGREEMENT shall constitute a waiver of immunity to suit by either party.

**20. Exhibits**

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

**The parties so agree.**

PCAPCD:

\_\_\_\_\_  
Thomas J. Christofk  
Air Pollution Control Officer

\_\_\_\_\_  
Date

CONTRACTOR:  
County of Placer

\_\_\_\_\_  
Michael Johnson  
Director, Community Development Resource Agency

\_\_\_\_\_  
Date

CN000781

**EXHIBIT A  
SCOPE OF SERVICES**

**Contract Number: CN000781**

**CONTRACTOR: Placer County Community Development Resource Agency**

1. Prior to funding, and prior to the close of the Contract End Date, as outlined in Exhibit B, the CONTRACTOR shall implement a drought biomass removal program (program). The CONTRACTOR shall:
  - a. Implement a program as outlined in the CONTRACTOR's 2014 Clean Air Grant application.
  - b. Make program services available only in areas to the west of the Sierra Nevada crest within Placer County.
  - c. Collect and haul to a biomass facility not less than 1,500 tons of material to be burned in a boiler.
  - d. Not open burn any collected biomass material under this program.
  - e. Keep records on the number of tons collected and hauled during the term of this AGREEMENT.
  - f. Submit an original invoice to PCAPCD, for the amount of requested grant funds for reimbursement.
  - g. Provide copies of paid invoices of program expenses funded through this AGREEMENT.
2. The CONTRACTOR shall provide the District a Final Report as described in Exhibit C. The Final Report shall be submitted prior to the close of the Contract End Date. **At the sole discretion of PCAPCD, ten (10) percent of the awarded grant amount, as outlined in this Exhibit B, will be withheld pending the submittal and approval of the Final Report as outlined in Exhibit C – Final Report Format.**
3. CONTRACTOR shall notify PCAPCD in writing if installation and/or implementation of this PROJECT will deviate from the scope of work as outlined in the CONTRACTOR'S 2014 Clean Air Grant Application or this AGREEMENT at any time during the term of this AGREEMENT. CONTRACTOR shall notify the APCO within 15 days of recognizing such deviation. If funding has not yet been disbursed at the time of recognizing such deviation, then the CONTRACTOR shall notify the APCO at least 30 days in advance of any request for payment. The APCO has the sole discretion to approve, deny, or adjust funding amount as outlined in Exhibit B of this AGREEMENT, based on the extent of the deviation.
3. Pursuant to Section 8 of this AGREEMENT, CONTRACTOR shall provide certificates of insurance prior to performing work on this PROJECT, and throughout the term of this contract.
4. If for any reason, after PROJECT funding, the equipment/project funded under this contract does not perform according to what was submitted in the 2014 CAG application or if the conditions of this AGREEMENT are not met, the PCPACD may seek reimbursement of grant funds.

**EXHIBIT B  
CONTRACT TERMS AND PAYMENT FOR SERVICES RENDERED**

**Contract Number: CN000781**

**CONTRACTOR: Placer County Community Development Resource Agency**

**Budget:**

Amount Awarded by PCAPCD:	\$ 30,000
Co-Funding (including in-kind):	\$ 10,000
Estimated Total PROJECT Amount:	\$ 40,000

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

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

Start Date:	last day signed by the parties
Contract End Date:	December 31, 2014

**Payment:**

PCAPCD will provide up to Thirty Thousand Dollars (\$30,000) in funding for a drought biomass removal program in accordance with the requirements listed in this AGREEMENT.

At the sole discretion of PCAPCD, ten (10) percent of the awarded grant amount, as outlined in this Exhibit, will be withheld pending the submittal and approval of the Final Report as outlined in Exhibit C – Final Report Format.

Payment(s) shall be made to the CONTRACTOR within thirty (30) days after the billing is received and approved by PCAPCD.

Funds will not be available for payment until after July 1, 2014. Invoices submitted for payment prior to this date will be held and paid after that date.

An IRS Form 1099 will be issued for incentive funds received under this AGREEMENT, if applicable. It is the CONTACTOR'S responsibility to determine tax liability associated with receiving Clean Air Grant incentive funds.

**Invoices:**

Invoices shall be submitted to PCAPCD in an original format and include contract number CN000781. Along with submitting an invoice for reimbursement, provide copies of all paid receipts and proof of in-kind support (when applicable) associated with the PROJECT funded under this AGREEMENT.

**EXHIBIT C  
FINAL REPORT FORMAT**

**Contract Number: CN000781**

**CONTRACTOR: Placer County Community Development Resource Agency**

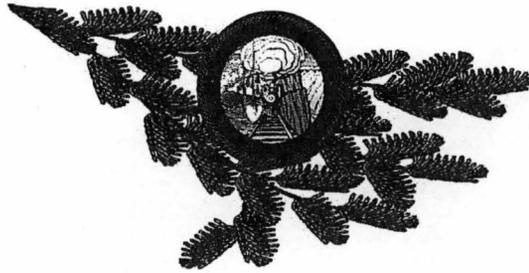
**The Final Report shall be submitted prior to the Contract End Date and include the following information:**

1. Identify the project being reported, including contract number.
2. Describe any problems encountered during implementation of the program.
3. Provide the total amount of green tons collected and shipped offsite to be burned as fuel in a boiler.

**Note: After the final report is submitted to the District, Staff may conduct a performance evaluation on the PROJECT.**

CN000781

12



## *2014 Drought Biomass Removal Program*

Entity submitting Proposal: Placer County



Placer County Executive Office,  
2968 Richardson Drive, Auburn, CA 95603.  
David Boesch, Executive Officer

Brett Storey, Biomass Program Manager, [bstorey@placer.ca.gov](mailto:bstorey@placer.ca.gov) (530) 745-3011

**ATTACHMENT B**

**In detail describe your project, including the responses to the statements/questions below on a separate sheet of paper:**

**a. Is your agency a private, public, governmental, or non-profit organization?**

Governmental

**b. Give a detailed description of the project. 2014 Drought Biomass Removal Program**

Placer County has implemented a program to provide fire prevention assistance and biomass utilization. The Placer County Air Pollution Control District (PCAPCD) has assisted in this greatly during the past eight years with Clean Air Grants which were put to great use and heartily accepted by several of the County's communities. This complements other annual County fire prevention programs such as Defensible Space Inspections, Shaded Fuel Break Maintenance, and more. The County has been placing biomass boxes into its communities that require/desire defensible space treatments, as well as providing areas to create regional biomass piles to be processed. These programs were hugely successful and as a result the County has been inundated with requests to create more areas within the County to allow material to be dropped off for conversion to energy. Specifically, the County has received numerous requests from both commercial applications: such as wineries, tree service companies and orchards; as well as communities in constant fire danger, to expand this program.

Because 2014 has been declared a drought emergency year in California by Governor Brown, Placer County is trying to utilize as many programs as practical to lower the risk of wildfires and reduce the amount of open burning. The ground will be drier than ever and any outdoor activity has the potential to start a fire. The County's program, started early in the fire season, should allow for multiple communities to remove the unnecessary brush and tree materials from around the Wildland Urban Interface (WUI) areas within the County. The citizen and business communities realize the value of the safety aspect, as well as the value of the lowered pollution levels due to the material not being burned. The results have been overwhelming that this type of program is what Placer County residents want, and the expectations throughout the region are high for this year: the County has received numerous requests to start the program the minute the rain stops and the snow melts. The County believes that with assistance from the PCAPCD, the County can change the way in which woody biomass is disposed of. Already, communities are changing their habits and desiring not to burn the material, and as the information about converting the biomass material into green energy grows, the County has seen many groups support this effort and contribute to this cause.

This year's program will primarily accommodate communities at the west end of the County, but is also available to the crest of the Sierra Nevada Mountains with preference to the driest and most dangerous fire risk communities.

Program Specifics:

Placer County's program starts by providing residents of its urban forested areas throughout the western portion of the County with information, training, and assistance with clearing away defensible space around homes and businesses. This is critical for the protection of the County's

citizens, wildlife, and forest health. The County collaborates with its Resource Conservation Districts, Fire Safe Councils, and its local Fire Departments/Districts to develop these materials and messages.

Next, the County works with its many Fire Safe Councils and homeowner associations to organize and promote the collection of all woody materials cleared from the urban forest by providing drop areas in various locations within all communities that have a need. Citizens, businesses, and Fire Safe Council volunteers monitor the drop sites to ensure trash does not become mixed in with the biomass. For the biomass boxes, the County's regional waste management partners (Auburn Placer Disposal in the west end of the County, and Tahoe Truckee Sierra Disposal in the east end of the County) to gather the material and transport it to larger trucks to be hauled to the nearest Biomass Utilization Facility (Rio Bravo). Both waste management partners have participated in this program and have even provided pickup dates free-of-charge to the County which has allowed the County to leverage the program further.

This year, the County's intent is to work directly with private business owners who perform their own brush clearing to encourage those businesses to send materials to be processed for green energy, rather than open burning onsite. To that end, the County will use the funding to contract with a regional business to grind the material into chips and transport the material to the nearest biomass-to-energy facility. The County provides several landings throughout the County where woody biomass can be stored until a State- and PCAPCD-approved portable tub grinder arrives to chip the material and haul it to a biomass plant.

With the continuation of this program, Placer County will annually collect the urban forest residue and utilize it in existing and potentially new biomass facilities. The County currently utilizes private biomass facilities and the County is on target to build a new facility in the Lake Tahoe region as early as 2015.

- c. **What are the target pollutants?** This biomass conversion program targets the reduction of PM10, CO, NOx, HC and other air Toxics (both Metals and VOC's).
- d. **What is the project lifetime and estimates start time?** This program targets 2014 as it has been declared a Drought Emergency year by the Governor of California. The levels of fire activity are estimated to be at extremely dangerous levels. Many of the areas that will be served can only be worked during the spring, summer and fall. The County estimates starting projects in May 2014.
- e. **Estimate emissions (or usage minimization) before and after.** The County estimates reducing commercial and residential burning of brush piles in the several tons of materials range. Based on the County's past experience, the County anticipates that approximately 1,500 green tons of material will be processed. The County knows that it can reduce pollutants by 75% to 99% over current levels by capturing as many ton piles of material its funding will allow. At the project's completion, the County will show the amount of pollutants that have been saved from its air basins. To date, the County has shown that significant reductions in pollutants have been realized over the past eight years, as many of the County's earlier project reporting has shown.

- f. **What is the funding required by the proposed project?** Full funding for this 2014 program is \$40,000. Placer County is committing \$10,000; therefore an additional \$30,000 is required to fully implement the program.
- g. **Provide an itemized budget of your project and outline the portions that you are applying to have funded by a Clean Air Grant.** The County expects that all grant funds will be used to collect, grind if necessary, and transport tree and brush materials to local bioenergy facilities via the County's regional waste management partners, or a local contractor. The program will be managed by the Placer County Community Development Resource Agency with in-kind hours.
- h. **If applicable, what is the project location?** This program will be implemented throughout all of Western Placer County.
- i. **State the short versus long-term goals.** The County's short-term goal is to reduce as much dry brush from forested areas and significantly reduce open burning in Western Placer County as possible during this drought year. While some burning is necessary, many residents and businesses simply find it convenient to open-burn. The County instead wants to capture that material and transport it to clean-burning, renewable-energy facilities within the County. The County's long-term goal is to change the typical mindset of its citizens to utilize the biomass material as a *product* rather than *waste*. The County also aspires to assist in developing multiple clean, renewable energy facilities within the County and surrounding areas to support the reduction of air pollution and the dependence on fossil fuels.
- j. **Describe any regional benefit that can be expected. How will this benefit be obtained? Quantify the benefit if possible (e.g., expecting emission reduction).** Past projects similar to this have yielded proven results of reduced pollutants in all three of the County's air basins through capturing tons of material that will no longer be burned in the open. Further, the reduction of potentially dangerous amounts of material in the Wildland Urban Interface is expected to reduce the potential for wildfires in the County, particularly during this drought emergency year.
- k. **Describe in detail, if any physical changes/additions to existing or new facilities, and related equipment proposed to implement the project.** None will be required.
- l. **Describe/explain any additional information that would be beneficial to the project evaluation.** Placer County has been aggressive in its desire to implement programs and projects to reduce open burning and clean up the areas within the Wildland Urban Interface. While this project specifically meets the needs of the current drought year emergency, it also supports the 2014 Placer County Wildfire Protection and Biomass Utilization Program (adopted by the Placer County Board of Supervisors on January 7, 2014) to reduce the risk of catastrophic wildfire, reduce air pollution, and encourage a change in culture away from open pile burning to utilizing woody biomass as a resource to provide clean, renewable energy (both electricity and transportation fuels).