

**Carl Moyer Off-Road Equipment Replacement Program
Agreement between Equipment Dealership and Placer County APCD**

This agreement (Agreement) is between the Placer County Air Pollution Control District (District) and _____ (Dealership).

1.0 Recitals

- 1.1 The District is classified as a State and federal ozone nonattainment area due to the level of ozone in the ambient air exceeding the State and federal health-based standards.
- 1.2 Ozone is formed by the interaction of Nitrogen Oxides (NOx) and other precursor pollutants in the atmosphere. The majority of NOx in the District is generated from vehicles, including off-road equipment. In order to bring the District into attainment with the State and federal standards, we must reduce the levels of NOx emitted by off-road equipment.
- 1.3 The California Air Resources Board (ARB) has developed several programs to help the District achieve the State and federal ozone standards. One of these programs is the Carl Moyer Program (CMP). This Agreement is one step in implementing this Program.
- 1.4 The objective of the CMP is to accelerate the retirement of existing high-polluting off-road equipment through financial incentives that will encourage the voluntary replacement of uncontrolled equipment with new equipment that uses low emission technology.
- 1.5 Under the CMP, the District will provide financial incentives to eligible equipment owners that agree to destroy their existing equipment and then replace it with new, low emission equipment.
- 1.6 To ensure that actual reductions result from the Program, it is essential:
 - a. That the existing equipment is inspected to verify that it qualifies for the CMP,
 - b. That the existing equipment is destroyed properly to permanently eliminate its potential for emissions,
 - c. That a digital hour meter is installed in/on the replacement equipment to measure future actual hours of operation within the District, and
- 1.7 The Dealership is in the business of selling new or used off-road equipment.
- 1.8 The Dealership has reviewed and is familiar with the District's Off-Road Equipment Replacement Program.
- 1.9 The Dealership understands that the purpose of the CMP, and this Agreement, is to help the District achieve clean air standards as required by State and federal law.

- 1.10 The Dealership wishes to enter into this Agreement so that it will be eligible to market its equipment and services to Program Participants.
- 1.11 The District has not reviewed the Dealership's operations, or reached any conclusion on the quality of the Dealership's operation. The District is permitting the Dealership to enter into this Agreement solely because the Dealership has represented to the District that it is aware of the CMP goals, and agrees to abide by the CMP requirements.

2.0 Conditions

The parties agree that:

- 2.1 **Definitions:** As used in this Agreement, the following terms have the following meanings:
 - a. **"Program Participant"** means the individual or business entity that is surrendering its existing off-road equipment and receiving funds to aid in the purchase of new off-road equipment.
 - b. **"Existing (Old) Equipment"** means the off-road equipment that the Program Participant surrenders for destruction.
 - c. **"Replacement Equipment"** means the new equipment purchased by the Program Participant. Used equipment meeting the most recent Model Year California Emission Standard qualifies as new equipment if sold by the Dealership with the required warranties and documentation of how the price was depreciated to account for the used condition and the number of operating hours accumulated since new.
- 2.2 **Payment:** The Dealership will not be paid or otherwise reimbursed directly by the District. Rather, the benefit received by the Dealership under this Agreement is the opportunity to participate in the CMP, which carries the corresponding opportunity to profit through the sale of equipment to be purchased by Program Participants.
- 2.3 **Dealership Qualifications:** The Dealership warrants that it meets the following minimum qualifications for participation in the CMP, and will continue to meet these qualifications throughout its participation in the CMP. The Dealership may petition the District to waive or modify any of these minimum qualifications:
 - a. The owner has had a valid California business license for a minimum of the last two (2) years.
 - b. A minimum of one (1) employee has been trained by the District regarding the CMP.
- 2.4 **Dealership Requirements:** Unless otherwise indicated, the Dealership must meet each requirement before the District will be obligated to release the incentive funds to the Program Participant. The Dealership agrees to do the following:

- a. Provide basic information to applicants about the equipment replacement program. The District will provide training to Dealership staff or consider the training requirement to have been met if the Dealership has already had training completed through another air district which meets CMP program requirements.
- b. Inform applicants of rights and responsibilities as outlined in the District and ARB guidelines.
- c. Help applicants correctly complete the application. It is important to make sure that all information is filled out correctly and that the applicant understands the CMP and the meaning of the Carl Moyer Grant Contract. Information necessary for preliminary evaluation of the project includes, but is not limited to, the following:
 - c.1 Description and specifications of the existing equipment including year, model, power rating, a list of included attachments and accessories, serial numbers of the equipment and engine, and credible records of the previous two (2) years of ownership, operation and amount of usage.
 - c.2 Description and specifications of the proposed replacement equipment including year, model, power rating, ARB Engine Family Number and Executive Order number, a list of included attachments and accessories, price quote, warranty information, and financing information if financed.
 - c.3 If a Verified Diesel Emission Control System (VDECS) is feasible, specifications of the VDECS to be installed on the equipment include: make, model, a price quote that will be valid at the time the VDECS is installed, warranty information, and identification of the installer. If a VDECS is not available, verifiable information from the retrofit manufacturer, retrofit distributor, and/or Dealership regarding the unavailability of verified retrofits must be submitted with the application, unless the applicant signs the retrofit waiver.
 - c.4 The applicant should complete the Salvage Certification Form to indicate existing equipment will be delivered to a qualified salvage yard. If not using a salvage yard, method and description of destruction should be indicated.
 - c.5 Documentation of replacement equipment warranty.
- d. The Program Participant will schedule a time and place for the District to pre-inspect and to verify the identity, operation, and condition of the existing equipment. The Dealership will be invited to attend the pre-inspection; however, it is not mandatory.
- d. After the Carl Moyer Grant Contract is executed, the Dealership will order the replacement equipment, have it delivered to the Dealership and, if applicable, arrange for installation of the VDECS.
- f. Before delivering the replacement equipment to the Program Participant, the

Dealership will schedule a time and place for the District to inspect and verify the identity, operation, and condition of the replacement equipment and VDECS, if installed. The Dealership may not deliver the replacement equipment to the Program Participant until the District inspects the replacement equipment and verifies that it is eligible for funding.

- g. The Dealership or Program Participant shall submit copies of itemized invoices, warranty information, and financing information, prior to the District issuing payment for the grant.
- h. The Dealership will use only Original Equipment Manufacturer (OEM) certified parts for any repairs to any engine or equipment covered under the District Program.

2.5 **Cancellation:** The District may cancel this agreement if the Dealership fails to comply with its requirements. Any Dealership whose agreement was cancelled and is re-submitting a new signed Agreement must include with the submittal a written description of the actions that will be taken to eliminate the cause of the cancellation of the previous Agreement.

2.6 **Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties.

2.7 **Term:** This Agreement shall begin upon execution by both parties.

2.8 This Agreement consists of:

- This Agreement
- Exhibit A, District Off-Road Equipment Replacement Program
- Exhibit B, Off-Road Equipment Replacement Application

2.9 Correspondence between the District and the Dealership should be addressed to the following:

To District:
Carl Moyer Program Representative
Placer County APCD
110 Maple St.
Auburn, CA 95603
Phone: (530) 745-2339
Fax: (530) 745-2373
Email: hkuklo@placer.ca.gov

To Dealership:
Contact Name: _____
Business Name: _____
Business Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____
Email: _____

The address and/or contacts may be changed by written notice to the other party. Such written notice may be given by mail, email, or fax.

2.10 The undersigned representative of the Dealership affirmatively states that he or she has legal authority to bind the Dealership to the terms of this Agreement.

Approved by the Dealership:

_____ Date: _____
Name, Title

Approved by the Placer County Air Pollution Control District:

_____ Date: _____
Erik C. White, Air Pollution Control Officer