

MEETING DATE: June 11, 2025

**AGENDA ITEM:** 9. Ratification of Grant Agreement between the Northern Sierra Air Quality Management District and the City of Portola

FROM: Ryan Bonk

**RE:** Ratification of Grant Agreement between the Northern Sierra Air Quality Management District and the City of Portola

#### **BACKGROUND:**

The City and Northern Sierra Air Quality Management District (NSAQMD) have entered into a grant agreement. The agreement is for the City to purchase applicable zero emission lawn and garden equipment as outlined in the agreement. The City agrees to destroy existing operable combustion equipment that will be replaced by the zero emission equipment.

NSAQMD agrees to reimburse the City for up to \$40,000.00 for the purchase of applicable zero emission lawn and garden equipment per the agreement.

The City staff is seeking Council decision to ratify the grant application and agreement.

#### **EXECUTIVE SUMMARY:**

**Grant Details:** 

#### Project and grant details, including identification of the Grant Manager:

See executive summary and full grant agreement attached. Grant Managers will be Ryan Bonk and Todd Roberts.

#### **Budget summary:**

Reimbursement of up to \$40,000.00 from NSAQMD. Staff time to manage grant is minimal and will not be reimbursed.

#### Administration requirements and funding source:

Funding source is NSAQMD. Administrative requirements for this grant are minimal.

#### Match requirements and funding source:

No match requirements.

#### Advance allowance:

Not applicable.

#### **Compliance/Grant requirements:**

The City agrees to destroy existing operable combustion equipment that will be replaced by the zero emission equipment.

#### **Grantee responsibilities:**

See full grant agreement attached.

#### **FISCAL IMPACT**:

There is no financial impact as the City will be reimbursed up to \$40,000.00 for the purchase of equipment per the agreement.

### **RECOMMENDATION:**

Staff recommends that the City Council ratify both the application and agreement.

#### **ATTACHMENTS**:

- A. AGREEMENT
- **B. APPLICATION**

#### Agreement Number –2025-01 L&G

#### **GRANT AGREEMENT**

#### between

#### The Northern Sierra Air Quality Management District

#### And

#### City of Portola

This Agreement is made and entered into this: **March 17, 2025** by and between the Northern Sierra Air Quality Management District (NSAQMD), an air quality management district formed pursuant to the laws of the State of California, and the City of Portola (Participant).

#### WITNESSETH

This Agreement ("Agreement") between the Northern Sierra Air Quality Management District (NSAQMD), a public agency of the State of California, hereinafter referred to as "District" and City of Portola, hereinafter referred to as "Participant":

WHEREAS, pursuant to Health and Safety Code 44281(c), the District may undertake programs that include financial assistance or other incentives for the funding of projects that enable the deployment of alternative, advanced, and cleaner technologies to support the State's air quality goals; and

WHEREAS, public and private entities are eligible to apply unless otherwise stated. Public entities include but are not limited to State, metropolitan, county, city, multicounty special district (e.g. water district), school district, university, and federal agencies and organizations; and

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

#### 1. PROJECT

Applicant shall perform all activities and work necessary to implement and complete the project set forth in the Voucher Application which is incorporated herein as Exhibit A. Participant agrees to purchase applicable equipment as outlined in the District Carl Moyer Procedure Guidelines, Appendix F: Lawn and Garden Program Guidelines and all current program guidelines. Participant represents that the Participant has the expertise necessary to adequately purchase new zero emission lawn and garden equipment and to destroy the existing operable combustion equipment as specified in Exhibit A.

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

- 1. The text of this Agreement;
- 2. Exhibit A, to this Agreement;
- 3. The Carl Moyer Program Guidelines (April 27, 2017), Carl Moyer Infrastructure Guidelines, Appendix F: Lawn and Garden Program Guidelines

Eligible costs are limited to the below:

Equipment Type	Maximum Voucher Amount**
Chainsaws, Trimmers, Edgers, & Brushcutters Including charging cable & additional batteries	\$700
Leaf Blowers & Vacuums Including charging cable & additional batteries	<b>\$1,400</b>
Walk Behind Lawn Mowers Including charging cable & additional batteries	<b>\$1,500</b>
Ride-on or Stand/Sit Mowers Including charging cable & additional batteries	\$15,000

<sup>\*\*</sup>Maximum reimbursement amount not to exceed total cost of eligible purchase including taxes, fees, charging cord, and additional batteries.

#### 2. PERIOD OF PERFORMANCE/TIMETABLE AND REQUIREMENTS

Participant shall complete purchase within one year of the signing of this Agreement, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

Participant shall fill out necessary paperwork and become a vendor with Nevada County in order to receive reimbursement for the applicable purchases, prior to a request for reimbursement.

Participant attests that the existing combustion (gas powered) lawn and garden equipment is currently operable.

Participant shall, within 30 days of purchasing new equipment, destroy (make inoperable) old operable combustion (gas powered) lawn and garden equipment and provide proof to the District.

Participant shall provide the District with proof of payment and purchase with a written request for reimbursement.

Agreement shall be in place for three (3) years. With the equipment date of purchase commencing the agreement life.

#### 3. QUALIFICATIONS

- **A.** The Applicant is a public agency located in the State of California and is located within Plumas, Sierra or Nevada County.
- **B.** The project must comply with all applicable federal, State, local laws and requirements including environmental laws, and State building, environmental and fire codes.
- **C.** Applicant will ensure that the equipment be in operating condition throughout the contract term.

#### 5. RECORD KEEPING AND REPORTING

Annually, through the term of this Agreement or any amendments to it and starting one year from the day of the NSAQMD payment, participant shall provide the NSAQMD access to inspect the lawn and garden equipment purchased and its related records; if requested.

Applicant must allow NSAQMD staff with access to to verify and document that the zero emission lawn and garden equipment purchased is the same as documented in the provided proof of purchase.

Participant shall keep, and provide to NSAQMD or its agents, upon request, accurate financial records (including invoices on which Agreement was based) necessary to enable NSAQMD to review Participant's performance of this Agreement. These records shall demonstrate the grant funding has been used for the purchase of zero emission lawn and garden equipment of the same form and function as described in Exhibit A to this Grant Agreement. Participant shall maintain all such records for at least three years after the date on which Grant funds were received.

NSAQMD may take photos of the equipment and may keep photos in the project file. If photos are requested at the minimum, the photos will include equipment manufacturers, model number, and serial number as avaiable.

#### 6. COMPENSATION

NSAQMD agrees to reimburse Participant for up to: \$40,000 ("Total Grant Award") and as outlined in Exhibit A. Participant will only be reimbursed for the eligible cost limits outlined in the table located on page two of this agreement and as verified by paid invoices submitted to the District by the Participant. The grant award will not exceed the Total Grant Award noted above, or the total allowable reimbursements; whichever is less.

**Payments:** Only expenditures incurred by Participant in the direct performance of this Agreement can be reimbursed by NSAQMD. Participant become a vendor with Nevada County and shall invoice the NSAQMD final payment once the necessary the zero emission lawn and garden equipment has been purchased and received in full and the old operable combustion (gas powered) lawn and garden equipment has been documented as destroyed.

Payments by NSAQMD to Participant for any services detailed in Exhibit A shall be permitted only after said services have been satisfactorily rendered, and after a written request and claim from Participant for such payment has been received by NSAQMD. Said written request shall set forth the work completed in the claim period and shall include copies of any and all invoices or financial records needed to verify that stated costs have been incurred by Participant.

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

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

Any and all obligations or commitments to reimburse Participant under this Agreement shall expire as of the earlier of (a) December 31, 2026 or (b) termination of the Agreement pursuant to Paragraph 9, below; and that this Agreement may be terminated whether or not Participant has received its full reimbursement for the Total Grant Award. Therefore, Participant further understands, acknowledges, and agrees that this Agreement may terminate before full reimbursement for the Total Grant Award may be made.

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

Claims and all supporting documentation shall be submitted via mail to the Northern Sierra Air Quality Management District (NSAQMD), PO Box 2227 Portola CA. 96122, Attention: Melissa Klundby , and via email to: <a href="mailto:melissak@myairdistrict.com">melissak@myairdistrict.com</a>

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

#### 7. NON-ALLOCATION OF FUNDS

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

#### 8. INDEPENDENT PARTICIPANT

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

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

#### 9. TERMINATION

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

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

In no event shall any payment by NSAQMD constitute a waiver by NSAQMD, the CARB (California Air Resources Control Board) or their designee(s) of any breach of this

Agreement or any default which may then exist on the part of Participant, nor shall such payment impair or prejudice any remedy available to NSAQMD, the CARB or their designee(s) with respect to the breach or default. NSAQMD, the CARB or their designee(s) shall have the right to demand of Participant the repayment to NSAQMD of any funds disbursed to Participant under this Agreement which in the judgment of NSAQMD, the ARB or their designee(s) were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand.

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

**Without Cause:** Either party may terminate this Agreement at any time after giving the other party at least thirty (30) days advance written notice of intention to terminate. Upon such termination, all the work, if any, produced by Participant shall be promptly delivered to NSAQMD.

#### 10. MODIFICATION

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

#### 11. NON-ASSIGNMENT

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

#### 12. INDEMNIFICATION

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

In addition, by signing this agreement, Participant affirms that the project proposed in Exhibit A to this Grant Agreement has not been funded and is not being considered for funding by another air district, ARB, or any other public agency. Any applicant who is found to have submitted multiple applications for the same project may be banned by the ARB from submitting future applications to Carl Moyer Program solicitations and may be subject to criminal sanctions. A project funded cooperatively by multiple air districts is eligible for funding if the project parameters are coordinated amongst the participating districts and the project meets all applicable Carl Moyer Program criteria. Applicants are allowed to re-apply for project funding if a previous application has been

rejected and is no longer being considered for funding or if the applicant withdraws the previous application from the other funding source.

#### 14. AUDITS AND INSPECTIONS

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

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

Participant shall retain all records and data for activities performed under this Agreement for at least three (3) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

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

#### 15. NOTICES

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

PARTICIPANT

Ryan N Bonk

City Manager

City of Portola

PO Box 1225

Portola, CA 96122

NSAQMD

Julie Hunter

Air Pollution Control Officer

Northern Sierra Air Quality Management District

PO Box 2227

Portola, CA 96122

Any and all notices between NSAQMD and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepared, addressed to such party.

#### 16. POLITICAL ACTIVITY PROHIBITED

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

#### 17. LOBBYING PROHIBITED

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

#### 18. CONFLICT OF INTEREST

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

#### 19. GOVERNING LAW

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

#### 20. BINDING ON SUCCESSORS

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

#### 21. TIME IS OF THE ESSENCE

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

#### 22. DATA OWNERSHIP

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developed by Participant under this Agreement shall become the exclusive property of NSAQMD, provided, however, Participant shall be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by Participant under this Agreement, subject to NSAQMD's exclusive ownership rights stated herein. Accordingly, Participant shall, if requested, surrender to NSAQMD all such data which is

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

#### 23. NO THIRD-PARTY BENEFICIARIES

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

#### 24. SEVERABILITY

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

#### 25. TITLE TO EQUIPMENT

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

#### 26. RIGHTS TO EMISSION REDUCTIONS

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

#### 27. SPECIAL CONDITIONS

**Agreement Completion:** The NSAQMD, at its discretion, may instead elect to modify the said schedule unless such an extension is not possible as a result of regulatory requirements.

#### Sale and Damage of Zero Emission Equipment:

**Sale:** The Participant during the life of this Agreement, may not sale or dispose of any operable zero emission lawn and garden equipment purchased through this agreement for the life of this contract.

**Damage:** If for any reason, the zero-emission lawn and garden equipment is(are) damaged but repairable during the life of this Agreement, the Participant shall notify the NSAQMD of this fact in writing within 15 days and begin working with the NSAQMD to promptly complete one of the two options listed below:

- (a) Participant shall have the purchased zero-emission lawn and garden equipment repaired if feasible.
- (b) If repairs are feasible and the Participant elects not to have the damaged zero-emission lawn and garden equipment repaired, then the Participant shall repay the NSAQMD the full amount of the original grant award or less at the discretion of the APCO.

#### 28. ENTIRE AGREEMENT

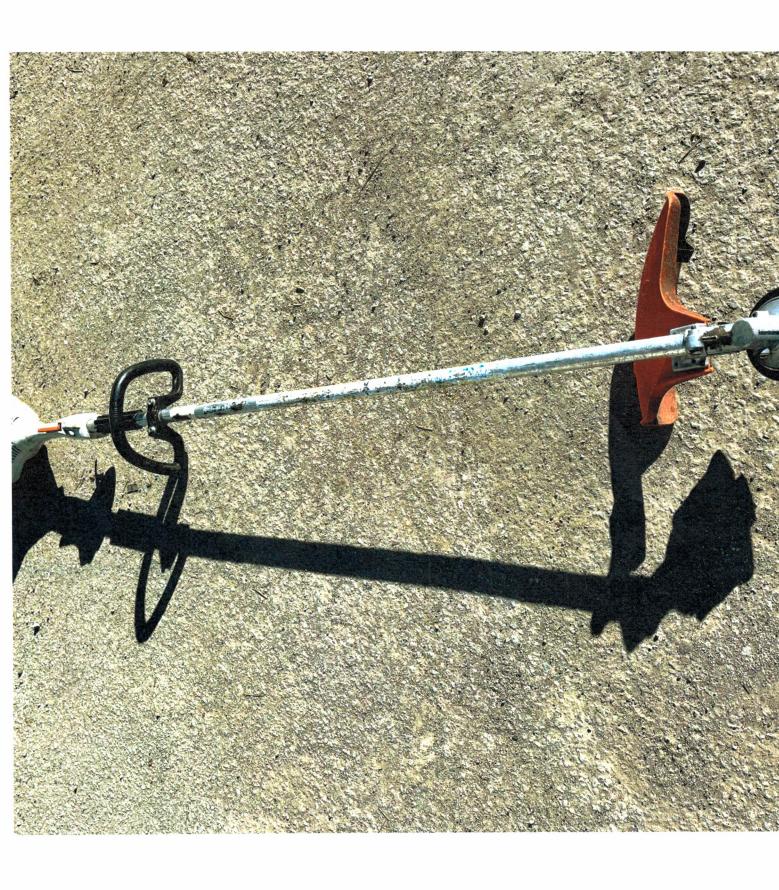
This Agreement constitutes the entire Agreement between Participant and NSAQMD with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this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

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written. Electronic signatures are acceptable.

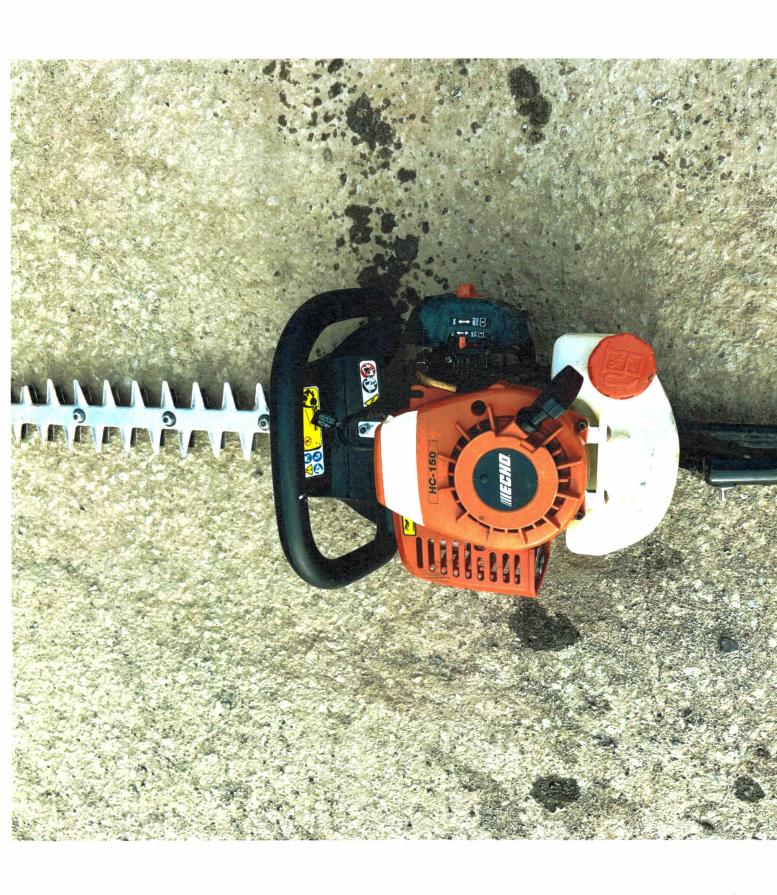
Λ Ι	Ryan N. Bonk	D + 03/17/2025
Approved:	011 15 11	Date: 03/17/2025
	City of Portola	
	Ryan N Bonk	
	City Manager	
Approved:		Date:
	Northern Sierra Air Quality Management District	
	Julie Hunter	
	Air Pollution Control Officer	

Applicant Information:			
City of Portola			
Organization Name (as it appears on IRS Form W-9)	Employer	/Tax Identification	Number
BUY 1225	Portola	CH	96122
Mailing Address	City	State	Zip Code
355 Third Ave	Portola	CA	94133
Physical Address (if different)	City	State	Zip Code
Portolaca			
General Locations of Equipment Use (Counties, Cities, et		0	
Primary Contact: Todd Roberts	Tit	le: Public Wo	orles Supervisor
Phone Number: 251 - 251 - 4048 Email: _	troberts an	ityofportola	- COM
Existing Equipment to be Replaced (use additional p	ages as necessar	v):	
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Date neceived: 2.60.63	_ Eligibilit	y Verified By: Date:	





Applicant information.			
Cty of Portola			
Organization Name (as it appears on IRS For	rm W-9) Employe	r/Tax Identification N	lumber
Box 1325	Portola	( A	96122
Mailing Address	City	State	Zip Code
35 Third HVR	Portola	(4)	96172
Physical Address (if different)	City	State	Zip Code
Portug Col			
General Locations of Equipment Use (Countie	es, Cities, etc.)		
Primary Contact: Lodd Ronells	Ti	tle: Public W	orks Superviso
Phone Number: 530-351-6048			II.
Existing Equipment to be Replaced (use a	dditional pages as necessa	ry):	
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Attach: a quote for below listed equip	ment replacements		
Applica	ation continues on next pa	ge	
District Use Only			
Date Received:	Eligibili	ty Verified By: Date:	
		Date:	



ECHO Hedger



Applicant Information:			
Cty of Portola			
Organization Name (as it appears on IRS Form W-9)	Employ	er/Tax Identification N	lumber
Box 1225	Portola	CA	96122
Mailing Address	City	State	Zip Code
35 Third AR	Partola	LA	96172
Physical Address (if different)	City	State	Zip Code
Portola CA			
General Locations of Equipment Use (Counties, Cities, et	-		
Primary Contact: Todd Roberts		Title: Public Work	
Phone Number: 30 231-6048 Email: 1	troberts a	cityofportola	CDN
Existing Equipment to be Replaced (use additional particular parti	ages as necess	ary):	
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brushcu ☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower ☐			
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Manufacturer Model Year (if kno	wn)	Engine Family (	on engine plate)
Attach: a quote for below listed equipment repla	acements		
Application conti	nues on next p	age	
District Use Only			
Date Received:	_ Eligib	ility Verified By: Date:	



# EMISSION CONTROL

ENGINE FAMILY: AEHXS. 0505EB DISPLACEM EMISSION COMPLIANCE PERIOD: 300Hours. THIS ENGINE MEETS U.S.EPA EXH.REGS FOR REFER TO OWNER'S MANUAL FOR MAINTEN SPECIFICATIONS AND ADJUSTMENTS.

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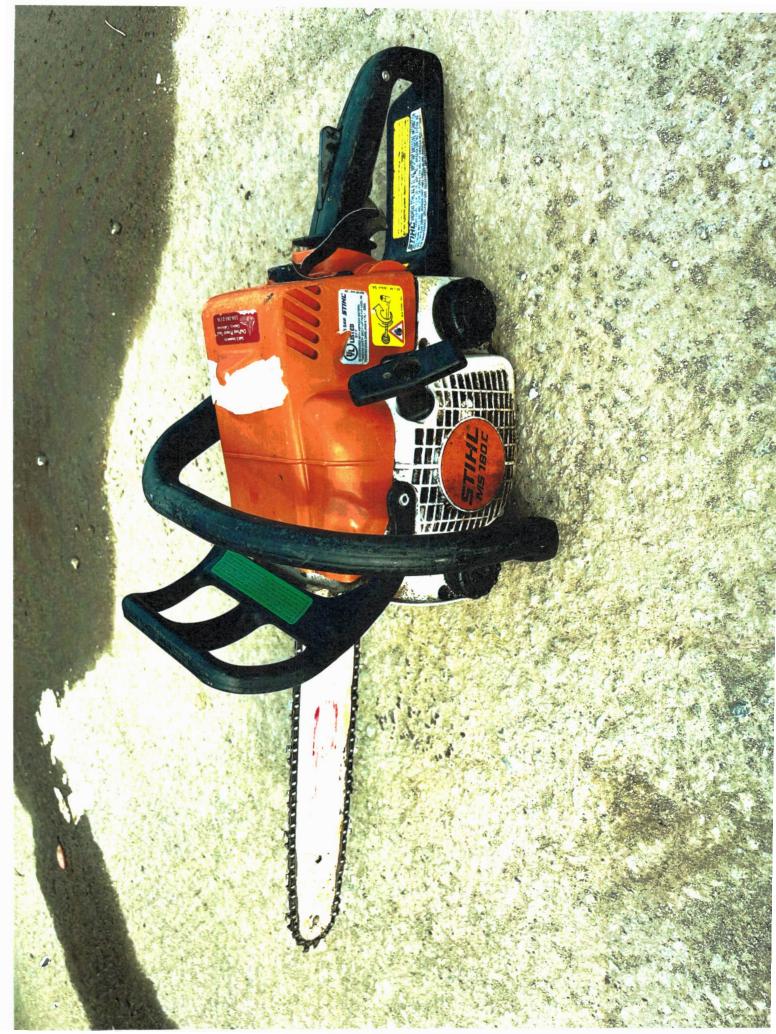
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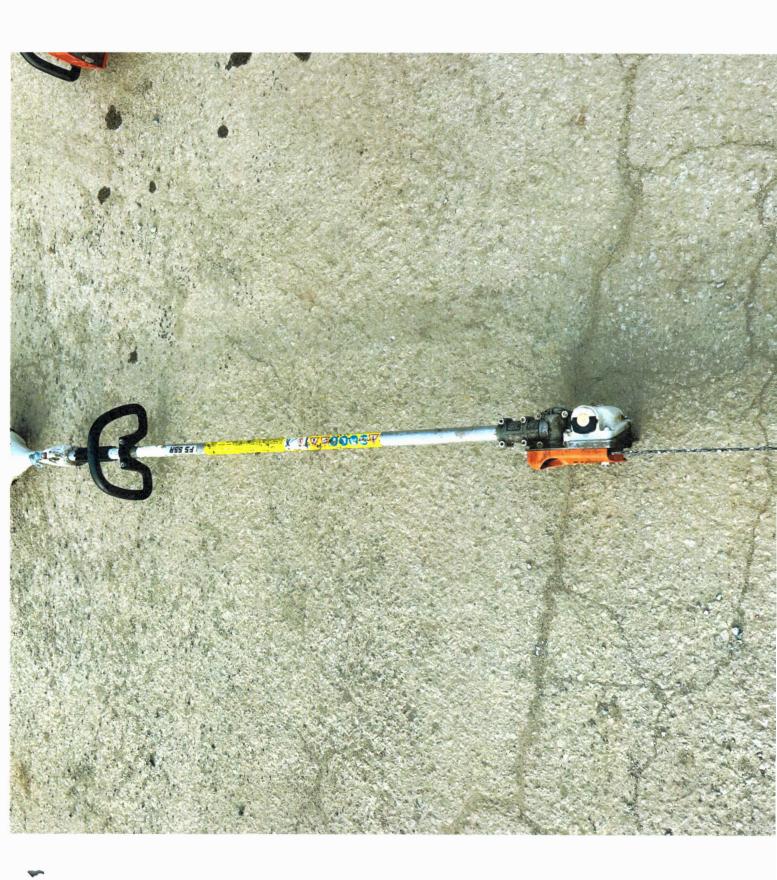
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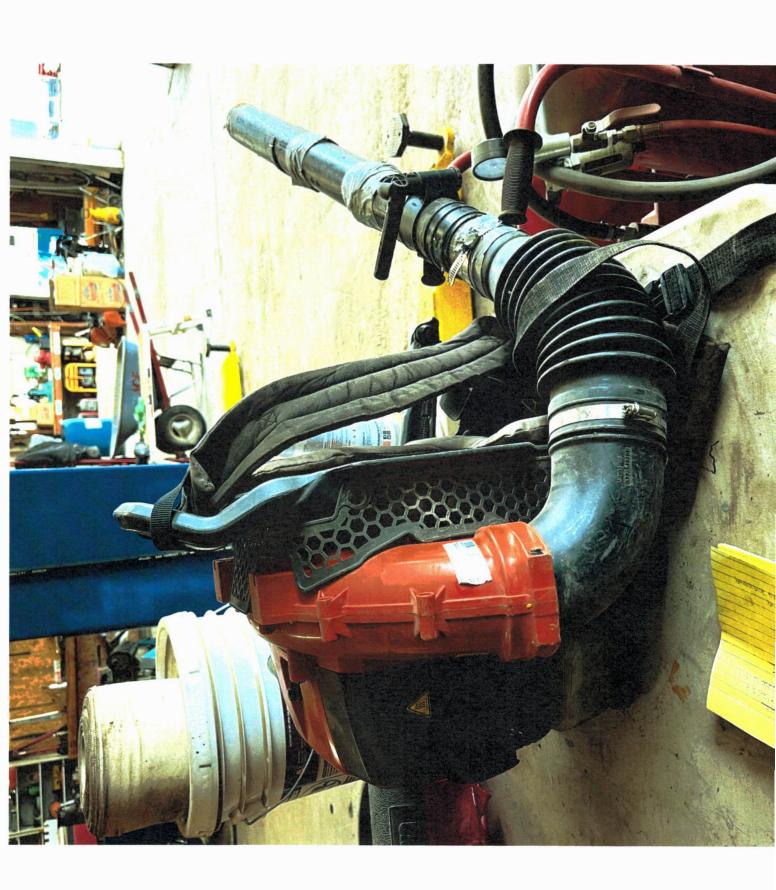


Applicant information:			
City of Portola			
Organization Name (as it appears on IRS Form W-9)	Employer	Tax Identification	n Number
Parx 1255	Portola	CA	96132
Mailing Address	City	State	Zip Code
35 Third Ave	Portola	CA	96122
Physical Address (if different)	City	State	Zip Code
Portola, CA			
General Locations of Equipment Use (Counties, Cities, etc.	.)		
Primary Contact: 10dd Roberts	Titl	e: Publich	tarks Supervisor
Phone Number: 530-251-6048 Email: ±			
Existing Equipment to be Replaced (use additional page	ges as necessar	<b>ν):</b>	
☐ Chainsaw ☑ Polesaw ☐ String Trimmer ☐ Brushcutt☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower ☐			
STIHL	Triac Onyocana Fio	AARXS.O	VALIDAC
Manufacturer Model Year (if know	rn)		(on engine plate)
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brushcutt	ter 🗆 Hedge Trip	mmer 🗆 Edger	
☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower ☐	_		
Manufacturer Model Year (if know	n)	Engine Family	(on engine plate)
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brushcut	_	-	
☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower ☐	Ride-On/Stand Mo	wer	
Was Calabas and Ca			
Manufacturer Model Year (if know	/n)	Engine Family	(on engine plate)
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brushcutt	•		
☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower ☐	Ride-Un/Stand Mo	wer	
Manufacturer Model Year (if know	vn)	Engine Family	(on engine plate)
Attach: a quote for below listed equipment replace	ements		
Application continu	ues on next pag	e	
District Use Only			
\Date Received:	Eligibility	Verified By:	
		Date:	



ANDREAS STIHL AG & CO. KG; IMPORTANT EMISSIONS INFORMATION OF THE PROPERTY OF THE EMISSION CON ROL SYSTEM: EM; THIS ENGINE MEST AND LATER CALIFORNIA EXH AND EVP EASSION RESIDENCE FOR SMALL OFF RO/D ENGINES. EMISSION COMPLIANCE PERIOD: 50 HRS. REFER TO OWNER'S MANUAL FOR IS UNTENANCE, SPECIFICATIONS ADJUSTMENTS AND CATEGORY.

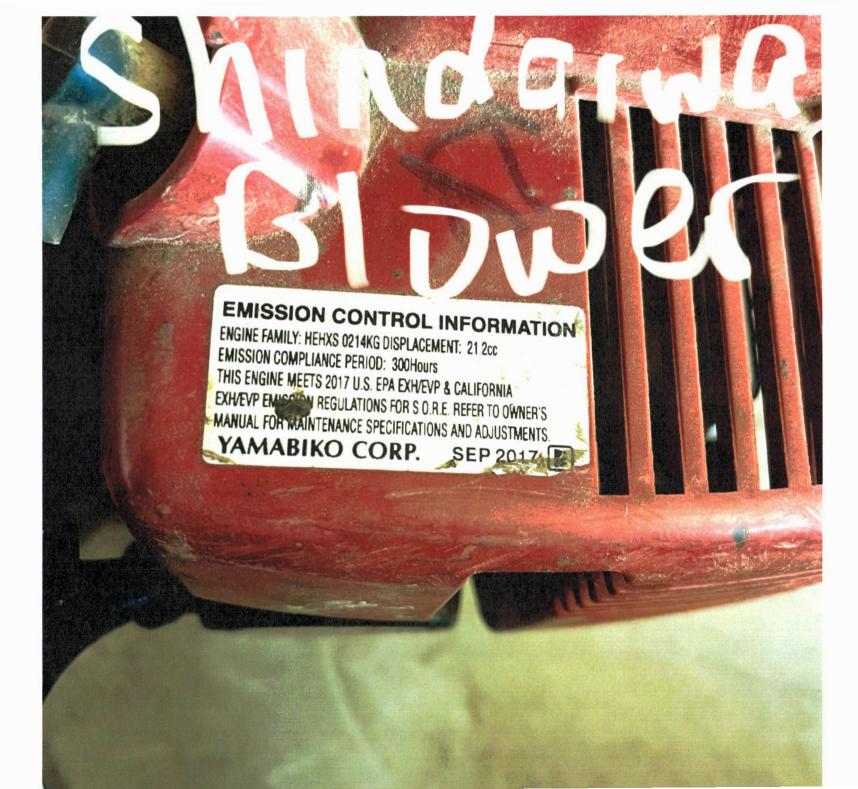
Applicant Information:			
City of Portola			
Organization Name (as it appears on IRS Form W-9)	Emp	loyer/Tax Identification N	lumber
Bux 1225	Portola	A)	96172
Mailing Address	City	State	Zip Code
35 Third AVR	Putola	CA	96122
Physical Address (if different)	City	State	Zip Code
Portola, CA			
General Locations of Equipment Use (Counties, Cities			
Primary Contact: Toda Roberts		Title: Public Work	5 Supervisor
Primary Contact: Toda Roll 1945  Phone Number: 30-251-6046 Emai	itroberts	actual portola.c	2m
Existing Equipment to be Replaced (use additional	l pages as nece	ssary):	
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brus			
Leaf Blower  Leaf Vacuum  Walk-Behind Mower	□ Ride-On/Sta		
SHINDALWA 2018.  Manufacturer Model Year (if:	(mown)	Engine Family (o	
			in engine plate)
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brus ☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower			
Manufacturer Model Year (if		. 1 1	50505BP
Manufacturer Model Year (if	known)	Engine Family (c	on engine plate)
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brus☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower			
Manufacturer Model Year (if	known)	Engine Family (c	on engine plate)
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brus ☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower	_		
Manufacturer Model Year (if	known)	Engine Family (c	on engine plate)
Attach: a quote for below listed equipment re	-	t nago	
Application co	ntinues on next	t page	
District Use Only	-11	-ibilibi MariGad Dire	
Date Received:	EII	gibility Verified By: Date:	



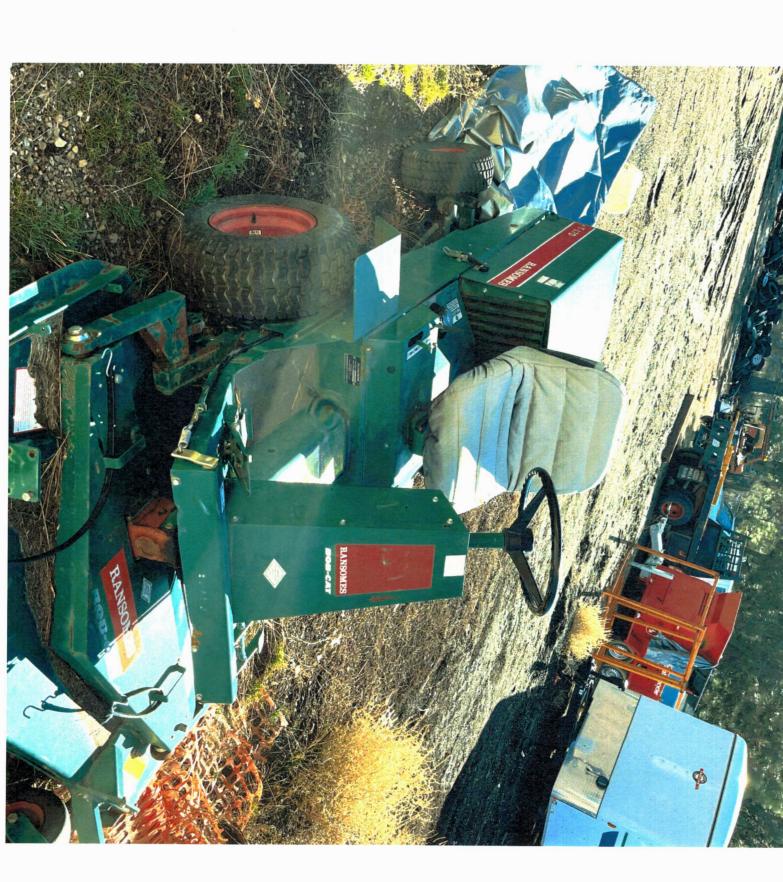
HUSQVARNA AB HUSKVARNA SWEDEN
THIS ENGINE MEETS U.S. EPA AND CALIFORNIA
EXH/EVP REGS FOR 2017 S.O.R.E.
ENGINE FAMILY: HHQZS.0505BP DISPL.: 50cc
EMISSION CONTROL SYSTEM: EXH; EM/EVP; SP
COMPLIANCE PERIOD: 300 HOURS
MANUFACTURED: Nov.2017
REFER TO OPERATOR'S MANUAL FOR MAINTENANCE, SPECIFICATIONS AND ADJUSTMENTS.

HUMAURICA Albaers





Applicant Information:			
Lity of Portola			
Organization Name (as it appears on IRS Form W-9)	Empl	oyer/Tax Identification	Number
BOX 1225	Portola	CA	96122
Mailing Address	City	State	Zip Code
35 Third Ave	Portola	CA	96122
Physical Address (if different)	City	State	Zip Code
Portola, CA			
General Locations of Equipment Use (Counties, Cities, e			
Primary Contact: Toda Roberts		Title: Public Wo	185 Supervisor
Phone Number: 530-351-6048 Email:	trobesto	a city of porto	ala.com
Existing Equipment to be Replaced (use additional p	ages as neces	ssary):	
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brusho			
☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower		d Mower	
Ransomes 1988?  Manufacturer Model Year (if known)	own)	Fraire Family	(on engine plate)
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brushc			on engine place)
☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower		_	
JOHN-DEERE XLITS NA		AIN	
Manufacturer Model Year (if kn	own)	Engine Family (	(on engine plate)
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brusho ☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower			
Manufacturer Model Year (if kn	own)	Engine Family (	(on engine plate)
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brusho ☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower	-	_	
Manufacturer Model Year (if kno	own)	Engine Family (	(on engine plate)
Attach: a quote for below listed equipment repl	acements		
Application conti	nues on next	page	
District Use Only			
Date Received:	Eligi	bility Verified By: Date:	



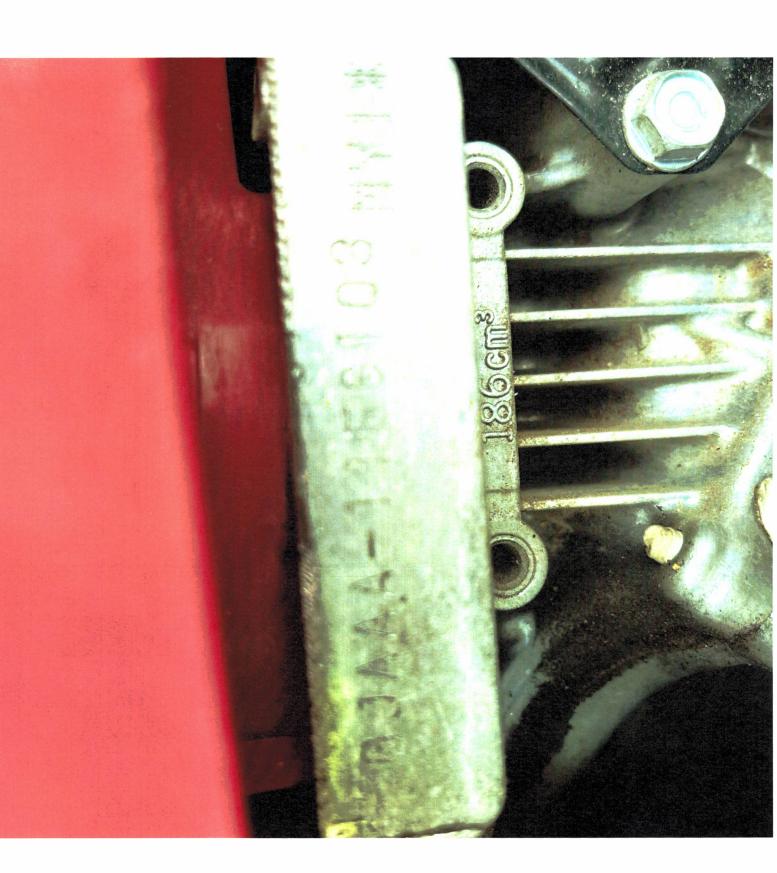


# Procuct Identification Number \*\*101178 TRACTOR DEERE & COMPANY MADE IN U.S.A. MOLINE, ILLINOIS

PULL O. TRACTOI

Applicant Information:			
City of Portola			
Organization Name (as it appears on IRS Form W-9)	Emp	loyer/Tax Identification	Number
Box 1725	Portola	CA	96122
Mailing Address	City	State	Zip Code
35 Third Ave	Portola	A7)	96122
Physical Address (if different)	City	State	Zip Code
Portola, CA			
General Locations of Equipment Use (Counties, Cities,			
Primary Contact: Todal Roberts  Phone Number: 30-351-048 Email		Title: Public Wor	16 Superview
Phone Number: 30-351-5048 Email	: troperts	6 city of portal	19.20M
Existing Equipment to be Replaced (use additional	pages as neces	ssary):	
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brush			
☐ Leaf Blower ☐ Leaf Vacuum ☒ Walk-Behind Mower	□ Ride-On/Stan	d Mower	
Honda N/A Manufacturer Model Year (if k	noven)	Engine Family (	an ancina plata)
			on engine plate)
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brush☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower			
Trou. BiH NIA		JBSXS.19	HOIVA
Manufacturer Model Year (if k	nown)	Engine Family (	on engine plate)
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brush			
☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower	☐ Ride-On/Stan	d Mower	
Manufacturer Model Year (if k		E i E	
		Engine Family (	on engine plate)
☐ Chainsaw ☐ Polesaw ☐ String Trimmer ☐ Brush☐ Leaf Blower ☐ Leaf Vacuum ☐ Walk-Behind Mower			
Lear blower Lear vacuum L walk-bening Mower	□ Ride-On/Stan	a Mower	
Manufacturer Model Year (if k	nown)	Engine Family (	on engine plate)
Attach: a quote for below listed equipment rep	olacements		
Application con	tinues on next	page	
District Use Only			
Date Received:	Eligi	ibility Verified By: Date:	





Refer to owner's manual for maintenance specs, adjustments, emissions durability info. This engine meets U.S. EPA and

California EXH/EVP SORE regs for: Model Year 2018 Displacement: 140cc

Exh Family: JBSXS.1401VA

Evp Family: ONV5 JBSXPNHEQNV5

Most Clean 1

| | | | | | | 10 Least Clean

Air Index #: 3

EU: e11\*2016/1628\*2016/1628\*SYA1/P\*0229\*00 Emission Compliance Period: 125 hrs

ECS: EM, ON

Date:

## **APPLICATION FORM (continued)**

Total Number of New Equipment Requested By Category: HEXXIE
Chainsaws/Polesaws: 3 Trimmers: 4 Edgers: Brushcutters: 4
Leaf Blowers/Vacuums: <u>A</u> Walk-Behind Mowers: <u>Q</u> Ride-On/Standing Mowers: <u>D</u>
Co-Funding Disclosure:  Please list any other financial incentives, including tax credits or deductions, grants, or other public financial assistance for the proposed purchase of replacement lawn & garden equipment:
APPLICANT CERTIFICATION:
I certify the following:
<ul> <li>a. The organization completing this application resides in the State of California.</li> <li>b. The existing lawn &amp; garden equipment to be replaced is currently owned and operated by the applicant, is operational, and has been owned and operated by the applicant for at least two years.</li> <li>c. The organization applying for funding intends to own and operate the new, cordless zero-emission electric lawn &amp; garden equipment in California for a minimum of 36 months and is not acquiring the replacement lawn &amp; garden equipment for resale.</li> <li>d. The organization applying for funding has disclosed all additional co-funding sources and discounts that will be applied to this purchase.</li> <li>e. The organization applying for funding has not purchased replacement equipment that they are seeking funding for prior to applying to this program.</li> <li>f. I understand that I must enter into a contract with the Air District prior to purchasing the new equipment or destroying the old equipment.</li> <li>g. I understand that an incomplete or illegible application may be immediately rejected, and I will be notified.</li> <li>h. I understand that an incomplete or illegible application may be immediately rejected, and I will be notified.</li> <li>h. I understand that the existing combustion equipment must be destroyed and made inoperable within 30 days of the purchase of new equipment.</li> <li>j. I understand that I am responsible to pay the Merchant for the purchase price of new equipment, and that I must provide proof of payment to the District to seek reimbursement</li> <li>k. The Air District issuing the voucher does not warranty any equipment purchased under this voucher program, including, but not limited to, the quality or functionality of the lawn &amp; garden equipment.</li> <li>l. Applications will be treated in accordance with Public Records Act requirements. Certain information, subject to those requirements, may be publicly disclosed.</li> </ul>
The information provided in this application is true and correct and meets the minimum requirements of the Carl Moyer Commercial Lawn and Garden program.
Applicant Name (Print): Topo Roberts  Title: Dir. of public works
Applicant Signature: Date: $2/24/25$
District Use Only  Date Received:  Eligibility Verified By: