

**North Coast Unified
Air Quality Management District**

707 L Street, Eureka, CA 95501

(707) 443-3093

www.ncuaqmd.org



**Meeting of the
North Coast Unified Air Quality Management District
Governing Board of Directors**

Thursday, January 20, 2022 at 10:00 a.m.,
Via Internet Teleconference – Zoom Video Conferencing

Join Zoom Meeting

<https://us02web.zoom.us/j/81279724664>

Meeting ID: 812 7972 4664

Call in option: (669) 900-6833

PUBLIC ADVISORY: In accordance with recently enacted legislation, Assembly Bill 361 with Brown Act section 54953(e) and Humboldt County Health and Human Services Recommendation Regarding Physical Distancing for Legislative Bodies, the November 18, 2021 Board Meeting will not have a physical location open to the public. Board Members and members of the public will be teleconferencing into the meeting via Zoom Video Teleconference.

How to Observe the Meeting: To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting at www.zoom.us – Meeting Code **812 7972 4664**

How to Submit Public Comment: Members of the public may provide public comment before and during the meeting by sending comments to the Clerk of the Board by email at esquire@ncuaqmd.org. Such email comments must identify the agenda item number in the subject line of the email. The comments will be read into the record, with a maximum allowance of three minutes (approximately 500 words) per individual comment, subject to the Board Chair's discretion. If a comment is received after the agenda item is heard, but before the close of the meeting, the comment will still be included as a part of the written record of the meeting but will not be read into the record during the meeting.

Americans with Disabilities Act Accommodations: Any member of the public who needs accommodations should email the Clerk of the Board at support@ncuaqmd.org or by calling (707) 443-3093. The Clerk will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while maintaining public safety.

AGENDA

1. **10:00 A.M. Call to Order** Board Chair
2. **Roll Call** Clerk
3. **Changes or Deletions to Agenda** Board Chair

CONSENT AGENDA

4. **Consider Approving the Consent Agenda, Items for action, 4.1 through 4.3:** The Board may approve the Consent Agenda by single motion in whole or in part with or without further discussion.
Action Requested: Approve Consent Agenda Items 4.1 through 4.3. Board Chair
- 4.1 By Consent, Approve Minutes of November 18, 2021 Board Meeting
- 4.2 By Consent, Accept and File District Activity Report
- 4.3 By Consent, Authorization for Continuation of District Board Meetings via Teleconferencing

REGULAR AGENDA

5. **Public Comment Period** (pursuant to Government Code section 54954.3(a)) Board Chair
6. **Election of Officers** Board Chair
Action Requested: Hold Election for Chair and Vice-Chair for the 2022 Calendar Year
7. **Update on Hearing Board Vacancies** APCO
Action Requested: Accept and File
8. **CARB Oil & Gas Grant Agreement** APCO
Action Requested: Adopt Resolution 2022-1: Authorize APCO to: a) Sign the CARB Grant Agreement Cover Sheet and Grant Agreement and exhibits for the “Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement”, b) Authorize APCO to Accept and Receive any Grant Funding.

- 9. **APCO Report** **APCO**
- 10. **Board Member Reports** **Board Chair**
- 11. **Adjournment** **Board Chair**

The next Board of Directors meeting is scheduled for Thursday, March 17, 2022 at 10:00 a.m. Via Internet Teleconference – Zoom Video Conferencing. Accommodations and access to NCUAQMD meetings for people with special needs must be requested of the Clerk in advance of the meeting.

Agenda Item: 1

Call to Order

Agenda Item: 2

Roll Call

Agenda Item: 3
Changes & Deletions
to the Agenda

Agenda Item: 4

Consent Agenda

Agenda Item: 4.1

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**Minutes of the Regular Meeting of the North Coast
Unified Air Quality Management District Governing
Board of Directors Meeting of
November 18, 2021**

The meeting was called to order by Vice Chair Mike Wilson at 10:31 AM via teleconference on Zoom: <https://us02web.zoom.us/j/81279724664>

Meeting ID: 812 7972 4664, Call in option: (669) 900-6833

The meeting location was made available to the public.

MEMBERS PRESENT:

Rex Bohn	Humboldt County Supervisor
Dan Frasier	Trinity County Supervisor
Chris Howard	Del Norte County Supervisor
Mike Wilson	Humboldt County Supervisor

MEMBERS ABSENT

Brett Watson	City of Arcata Councilmember
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STAFF PRESENT:

Brian Wilson	APCO
Jason Davis	Deputy APCO
Erin Squire	Clerk of the Board

OTHERS PRESENT:

Nancy Diamond	District Counsel
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Agenda Item 1: Call to Order

Agenda Item 2: Roll Call

Agenda Item 3: Changes or Deletions to the Agenda

There were no changes or deletions from the agenda.

Agenda Item 4: Consider Approving the Consent Agenda

4.1: Approve Minutes of the September 16, 2021, Board Meeting

4.2: By Consent, Accept and File District Activity Report

4.3: By Consent, Authorize Funds in FY2021-22 Budget

4.4: By Consent, Approve OE3 Memorandum of Understanding

A motion offered by Supervisor Howard, duly seconded by Supervisor Frasier to Adopt as Amended Consent Agenda Items 4.1-4.4 is hereby APPROVED by the North Coast Unified Air Quality Management District Board of Directors on this 18th day of November, 2021 by the following votes:

UNANIMOUS PASS by the following Roll Call vote:

Supervisor Bohn	Aye
Supervisor Frasier	Aye
Supervisor Howard	Aye
Councilmember Watson	Absent
Supervisor Wilson	Aye

There was no public comment.

Agenda Item 5: Public Comment

There was no public comment.

Agenda Item 6: Authorization for Continuation of District Board Meetings via Teleconferencing

Staff provided background on the proposed action and Board members discussed teleconferencing options and preferences.

A motion offered by Supervisor Bohn, duly seconded by Supervisor Frasier to **1)** Ratify a) the continued existence of the Governor’s March 4, 2020, state of emergency proclamation due to the COVID-19 pandemic; and, b) the Humboldt County Department of Health & Human Services recommendation to practice physical distancing including conducting virtual meetings of legislative bodies in order to reduce the risk of exposure to COVID-19; and 2) Authorize the Board Clerk and the APCO to take all actions necessary to conduct open and public meetings remotely consistent with Section 54953(e) of the Brown Act is hereby APPROVED by the North Coast Unified Air Quality Management District Board of Directors on this 18th day of November, 2021 by the following votes:

UNANIMOUS PASS by the following Roll Call vote:

Supervisor Bohn	Aye
Supervisor Frasier	Aye
Supervisor Howard	Aye
Councilmember Watson	Absent
Supervisor Wilson	Aye

There was no public comment.

Agenda Item 7: Calendar of Meetings for 2022

Staff provided proposed calendar for 2022 and noted time change from 10:30 AM to 10:00 AM.

A motion offered by Supervisor Bohn, duly seconded by Supervisor Frasier to Adopt Calendar of Meetings for 2022 is hereby APPROVED by the North Coast Unified Air Quality Management District Board of Directors on this 18th day of November, 2021 by the following votes:

UNANIMOUS PASS by the following Roll Call vote:

Supervisor Bohn	Aye
Supervisor Frasier	Aye
Supervisor Howard	Aye
Councilmember Watson	Absent
Supervisor Wilson	Aye

There was no public comment.

Agenda Item 8: Modification of Employee Job Description

Staff presented the proposed modifications to the Air Quality Inspector position.

A motion offered by Supervisor Bohn, duly seconded by Supervisor Howard to Approve Proposed Updated Employee Job Description for *Air Quality Inspector* is hereby APPROVED by the North Coast Unified Air Quality Management District Board of Directors on this 18th day of November, 2021 by the following votes:

UNANIMOUS PASS by the following Roll Call vote:

Supervisor Bohn	Aye
Supervisor Frasier	Aye
Supervisor Howard	Aye
Councilmember Watson	Absent
Supervisor Wilson	Aye

There was no public comment.

Agenda Item 9: APCO Report

The APCO reported out on the following:

- District Response to COVID-19
- 2021 Wildfire Smoke Affects
- Prescribed Burning
- CARB's New Small Off-Road Engine Regulations (SORE)

Supervisor Wilson suggested repurposing the Prescribed Burning radio ads into something that can be pushed on our social media.

There was no public comment.

Agenda Item 10: Board Member Reports

Supervisor Bohn provided information to the board about a project with wood pellet manufacturer Marubeni America Corporation that felt their project could not meet the air quality standards in Humboldt County. He asked questions about those standards and there impacts on other upcoming/pending projects in the area (fish farm and wind turbine constructions).

Supervisor Howard requested additional information on this topic. Supervisor Wilson directed Staff to prepare a summary and provide additional information to the board, either agendized or by separate memo to all Board members

Agenda Item 11: Adjournment

The Governing Board Meeting was adjourned at 11:10 AM.

Clerk of the Board Certification:

I hereby certify the foregoing to be a full, true, and correct original record of the above-entitled meeting of the North Coast Unified Air Quality Management District Board of Directors held via teleconference on Zoom at the above date and time.

DocuSigned by:

Erin Squire

ERIN SQUIRE

Clerk of the Board

1/13/2022 | 9:00 AM PST

Date

The next Board Meeting is scheduled for Thursday, January 20, 2022, at 10:00 am. Location will be dependent on current COVID restrictions and Executive Orders issued by the Executive Office of California. Details to be listed in the Agenda.

The meeting rooms are ADA accessible. Accommodations and access to NCUAQMD meetings for people with special needs must be requested of the Clerk in advance of the meeting.

Agenda Item: 4.2

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TO: North Coast Unified Air Quality Management District Board

FROM: Brain Wilson, APCO

SUBJECT: District Activity Report

DATE: January 20, 2022

ACTION REQUESTED: By Consent, Accept and File District Activity Reports

SUMMARY:

Attached is a summary of the major District activities logged during the reporting period.

2021 Activity Report

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD Totals	2020 Totals
Complaint Responses - General	1	1	5	1	1	2	4	1	4	5	5	2	32	75
Complaint Responses - Open Burning	7	6	12	1	3	11	2	5	9	23	16	10	105	198
Permissive Burn Days	31	28	31	30	31	22	4	2	3	27	27	28	264	328
Non-Permissive Burn Days ("No Burn Day")	0	0	0	0	0	8	24	29	27	4	3	3	98	37
Permissive Burn Days (%)	100%	100%	100%	100%	100%	73.33%	14%	6%	10%	87%	90%	90%		
Standard (Residential) Burn Permits Issued	634	351	379	334	132	67	10	12	17	109	622	939	3,606	4,125
Non-Standard Burn Permits Issued	659	341	346	278	74	36	13	0	26	146	521	598	3,038	3,092
"No Burn Day" Permits Issued	0	0	0	0	0	0	0	0	1	2	3	0	6	0
Smoke Management Plans (SMP) Reviewed	17	15	15	7	0	2	2	3	8	20	12	8	109	108
SMP Burn Authorizations Issued	114	76	104	84	35	15	1	0	1	121	283	198	1,032	958
Stationary Source Permit Apps. Received	1	3	5	2	1	6	1	0	3	1	0	1	24	27
Stationary Source Permits Issued (new)	3	2	4	2	1	1	0	3	1	1	1	0	19	11
Stationary Source Permits Issued (amended)	0	0	0	6	2	0	0	0	1	0	0	0	9	15
Inspections - Major Sources	0	0	7	1	0	7	0	1	4	0	1	4	25	12
Inspections - Minor Sources	38	13	7	21	6	10	1	0	10	14	3	4	127	260
Inspections - Mobile Sources	0	0	0	0	0	0	0	0	0	0	2	0	2	13
Inspections - Asbestos	1	0	0	0	0	0	1	0	0	1	0	0	3	18
Asbestos Notifications Processed	5	8	2	4	3	3	4	8	3	4	3	13	60	73
Notice(s) of Violation (NOVs) Issued	0	3	1	1	0	2	0	3	0	2	0	0	12	18
Environmental Documents Reviewed	3	3	5	2	4	5	5	5	2	4	2	0	40	227
Grants Paid: Woodstove	1	1	0	0	0	0	0	0	0	0	0	0	2	96
Grants Paid: Moyer	0	0	0	1	1	0	0	2	0	0	0	1	5	4
Grants Paid: FARMER	0	0	0	0	0	0	0	0	0	0	0	0	0	6
Grants Paid: Rural School Bus	4	4	13	6	1	0	1	0	0	4	5	4	42	42

Air Monitoring Report for January 2022

Air Monitoring Data Summary:

The purpose of this status report is to summarize the ambient air quality data available for the period of September-November 2021.

- There were three Equivalent Method (FEM) PM₁₀ exceedance of the State Ambient Air Quality Standard recorded during the reported period. These exceedances occurred in Eureka and no direct cause has been identified.
- There were no Federal Reference Method (FRM) PM_{2.5} 24 Hour exceedances of the State and Federal Ambient Air Quality Standard recorded during the period of July-September 2021. The data from October and November has not yet been received from the laboratory.
- There were 14 non-FEM PM_{2.5} 24 Hour exceedances of the State and Federal Ambient Air Quality Standard recorded during the period. All 30 exceedances occurred in Weaverville and 13 of them are associated with wildfire events, primarily the Monument Fire.
- There were no O₃, SO₂, NO₂, or CO exceedances of the State or Federal Ambient Air Quality Standard recorded during the period.

Particulate Levels in Relation to CA Ambient Air Quality Standards

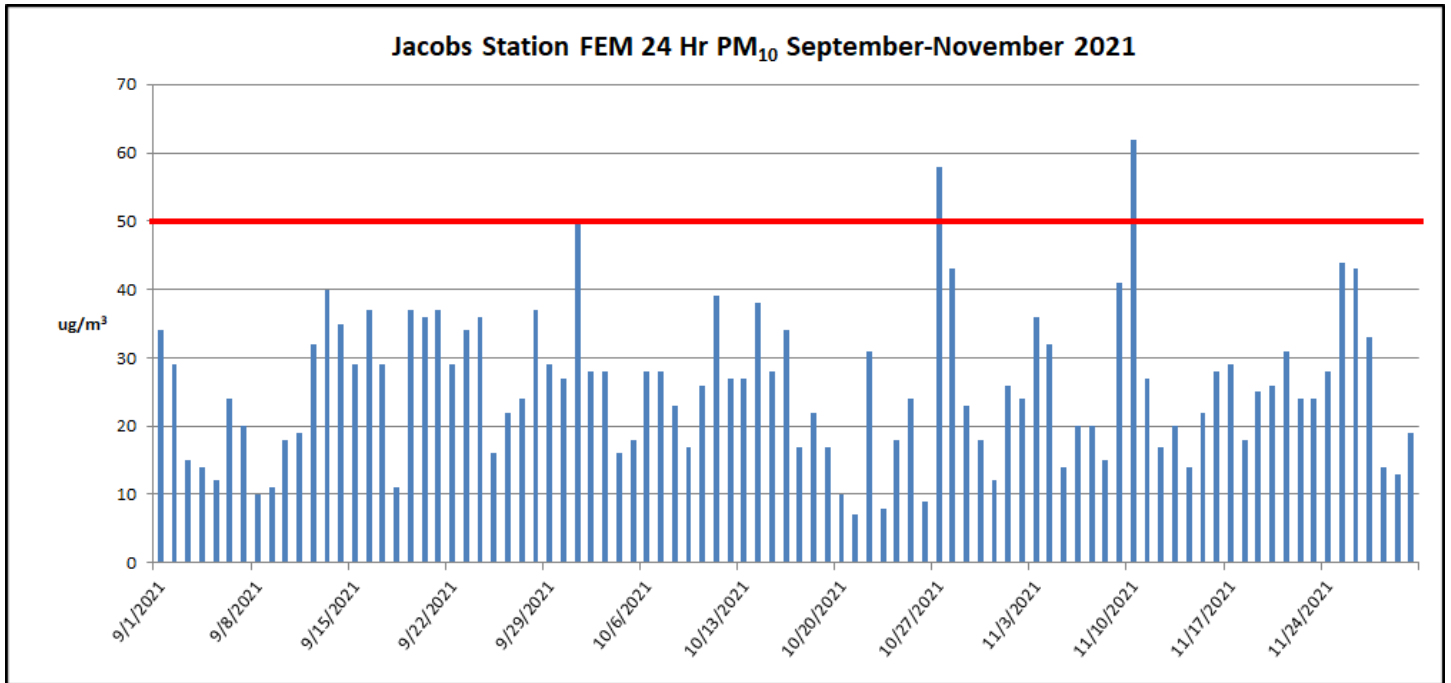
	Jacobs	Crescent City	Weaverville
Max FEM 24-hour PM₁₀ (September- November 2021)	124%**	NA	NA
FEM PM₁₀ Rolling Arithmetic Mean (December 2020-November 2021)	111%**	NA	NA
Max FRM 24-hour PM_{2.5} (July-October 2021)	33%	NA	NA
FRM PM_{2.5} Rolling Arithmetic Mean (November 2020 – October 2021)	65%	NA	NA
Max non-FEM 24-hour PM_{2.5} (September-November 2021)	NA	37%*	420%**
Non-FEM PM_{2.5} Rolling Arithmetic Mean (December 2020- November 2021)	NA	57%*	310%**

- Data unavailable

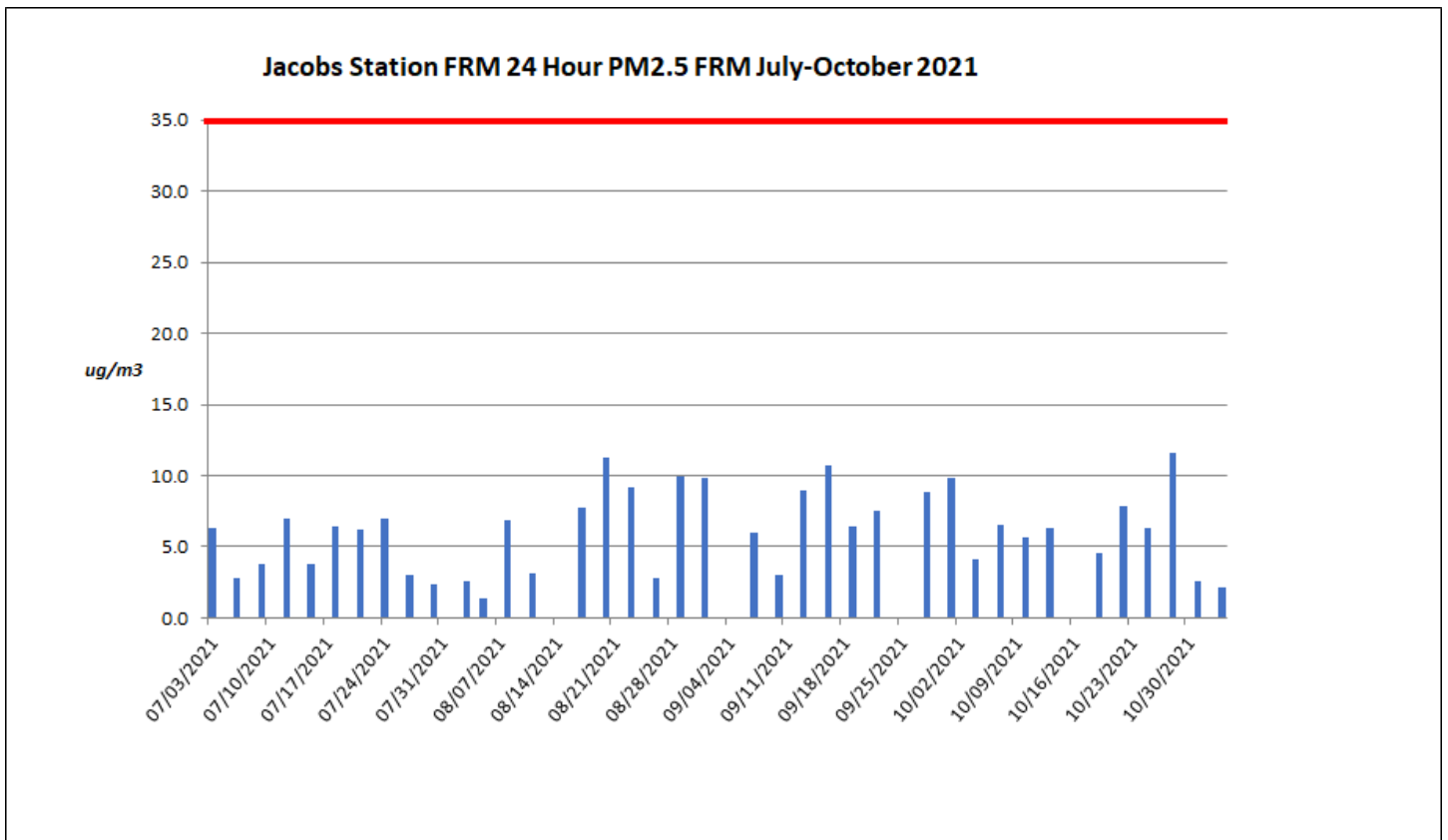
* Instrument not used for Federal Attainment Designation

** Includes wildfire data which is excluded from attainment designation decisions

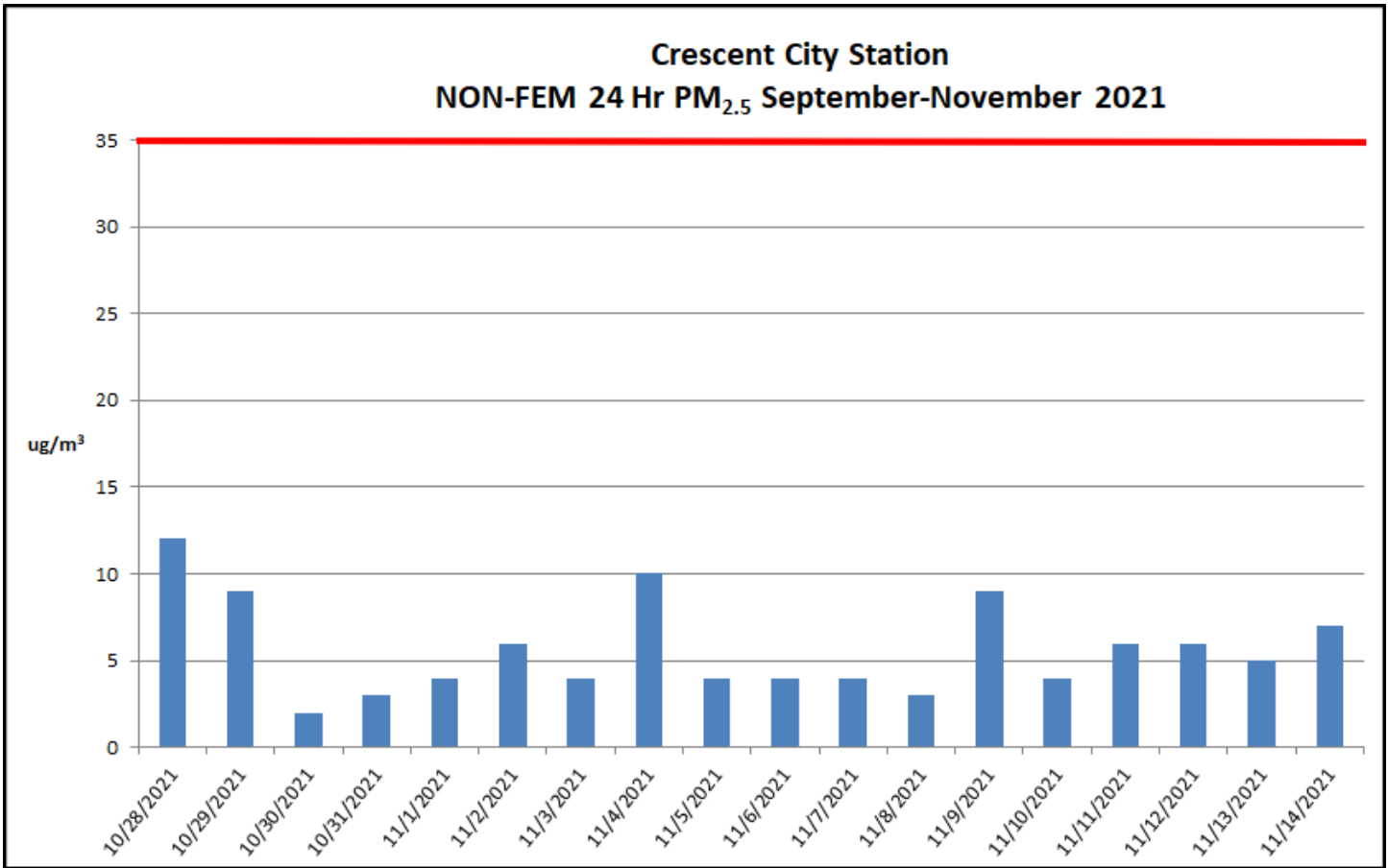
Detailed Graphs:



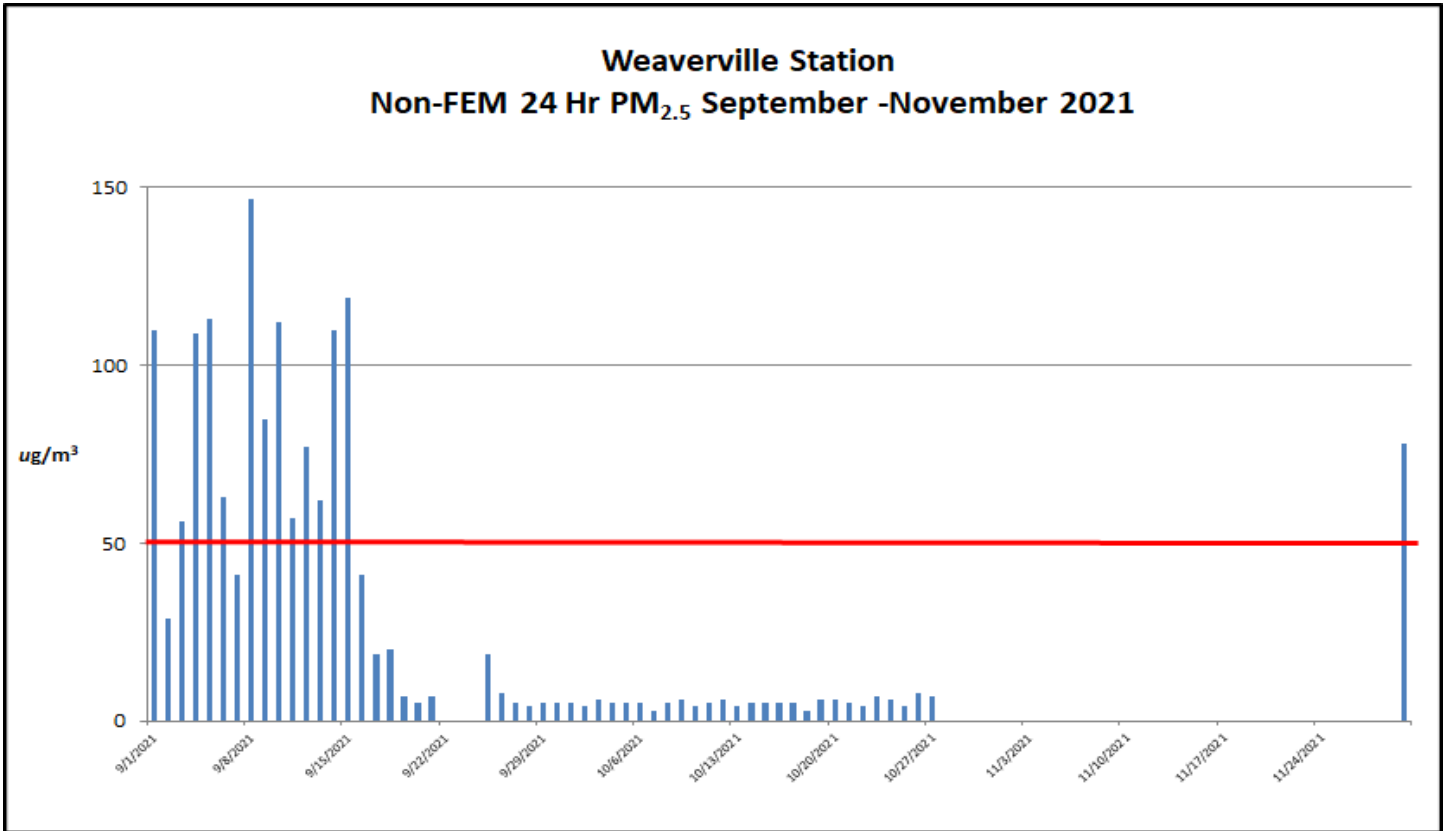
- 24 Hour California AAQS is 50 ug/m³, Federal AAQS is 150 ug/m³.
- California Annual Arithmetic Mean AAQS is 20 ug/m³.
- Humboldt County is classified as non-attainment for this pollutant.



- Federal AAQS is 35 ug/m³. There is no separate state standard.

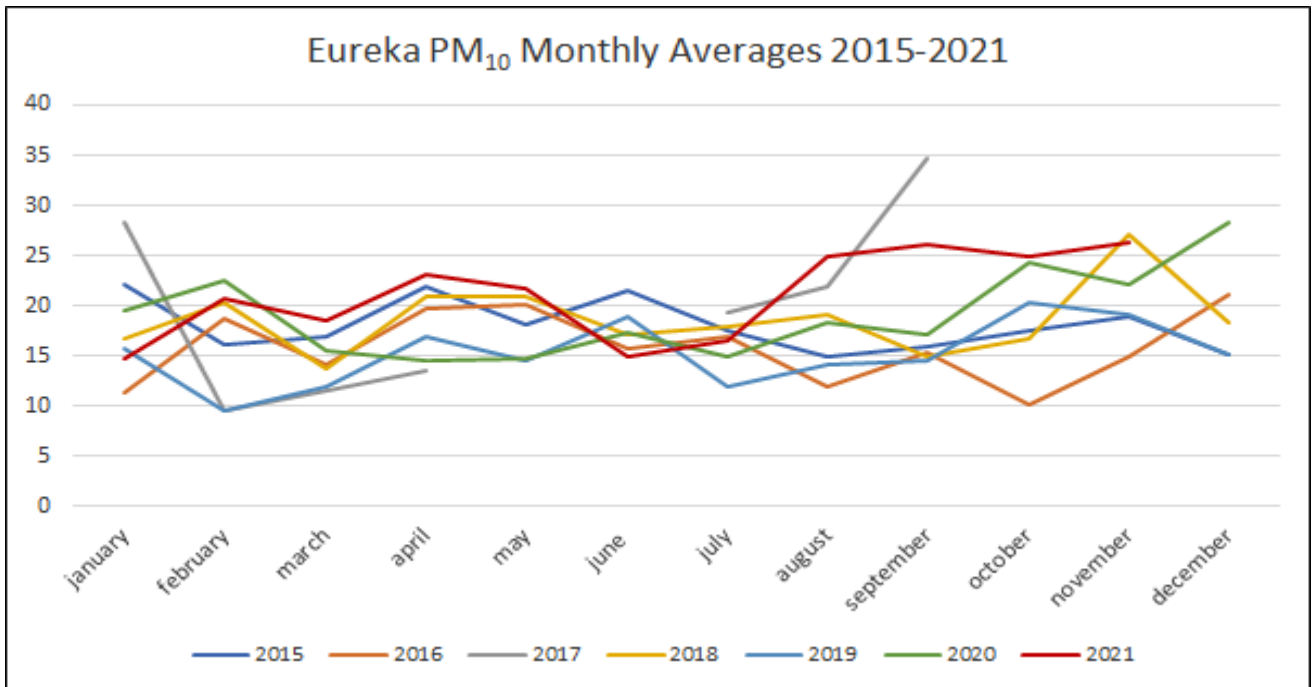
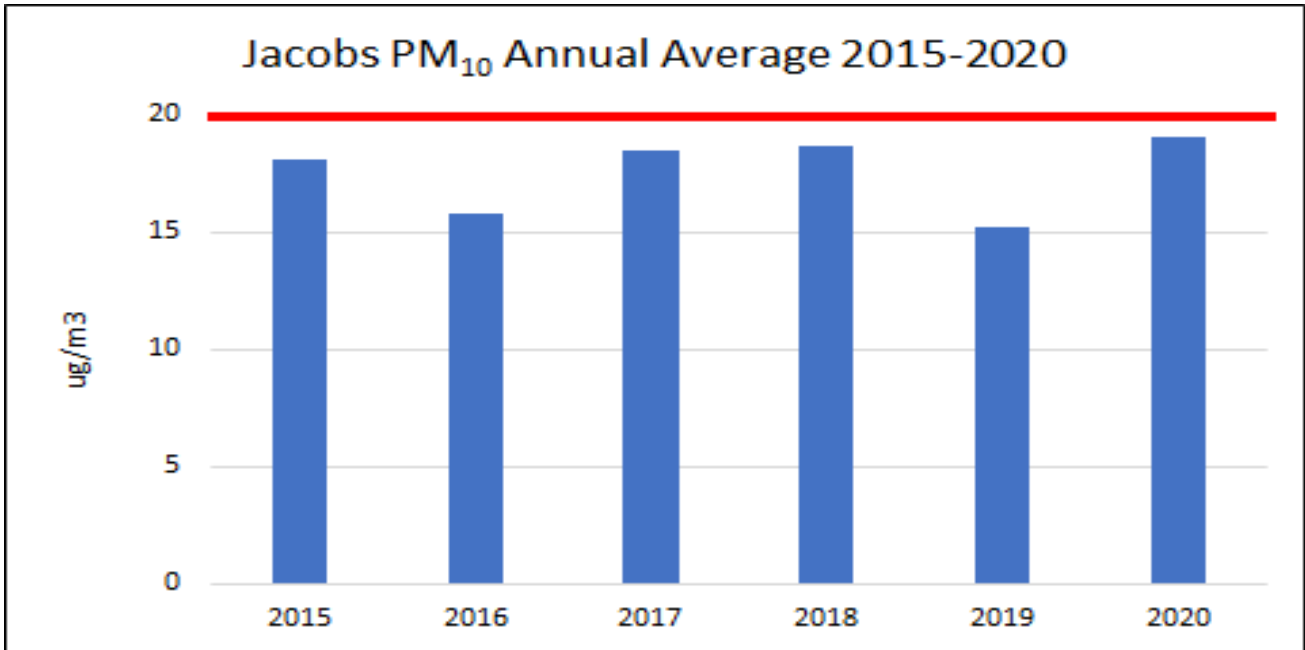


- Federal AAQS is 35 ug/m3. There is no separate state standard.

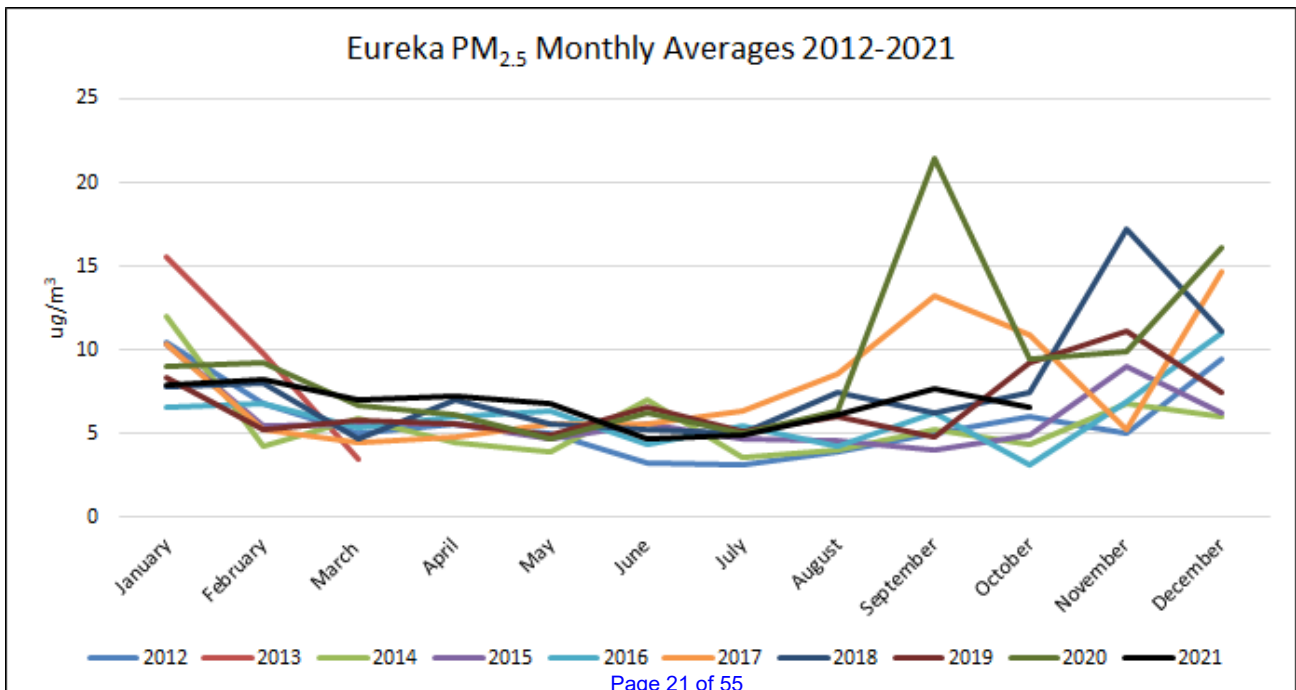
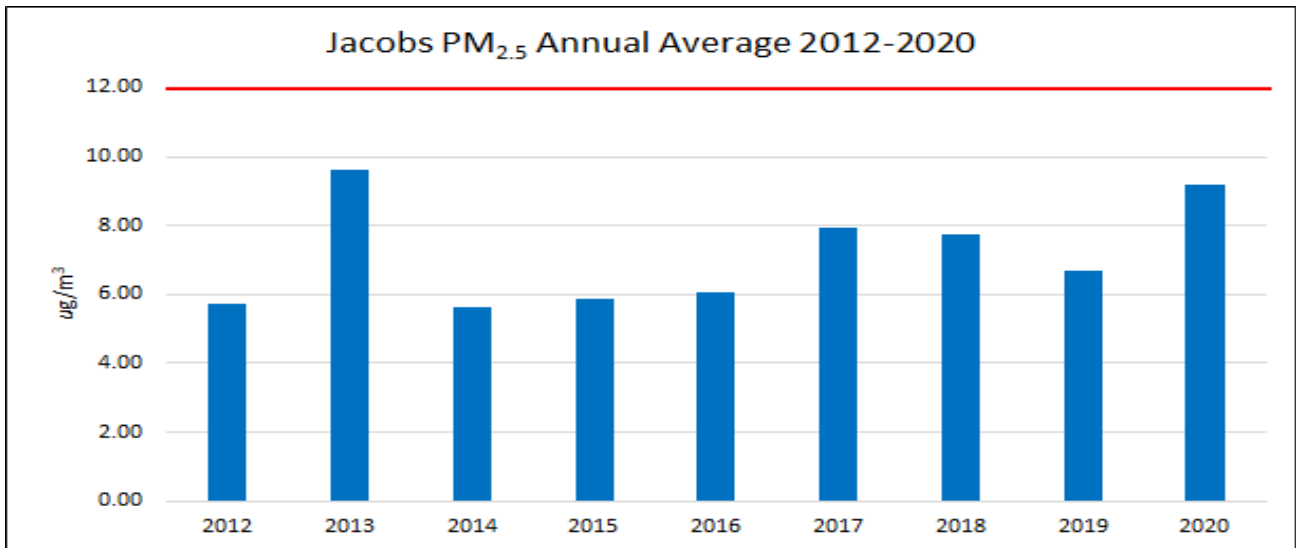
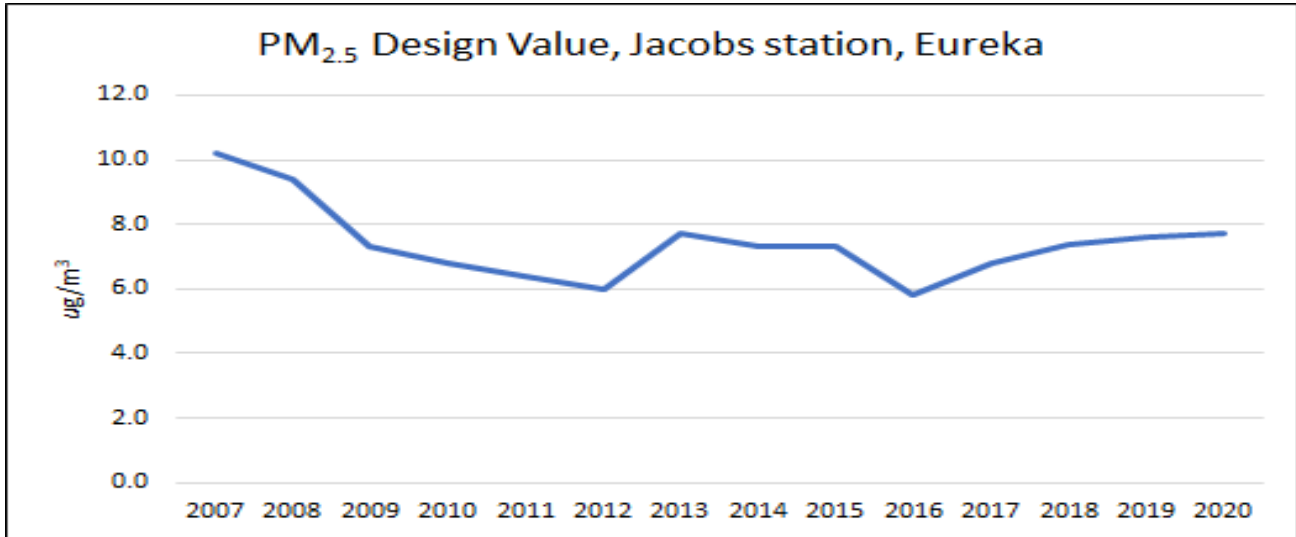


- Federal AAQS is 35 ug/m3. There is no separate state standard.

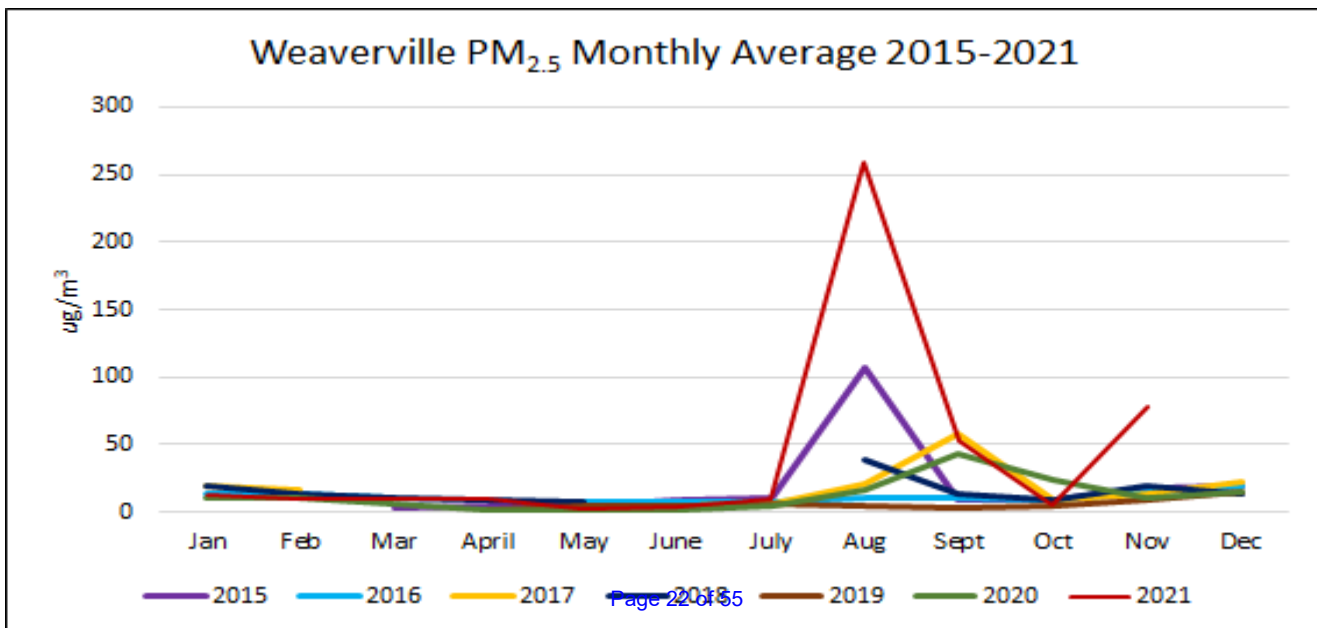
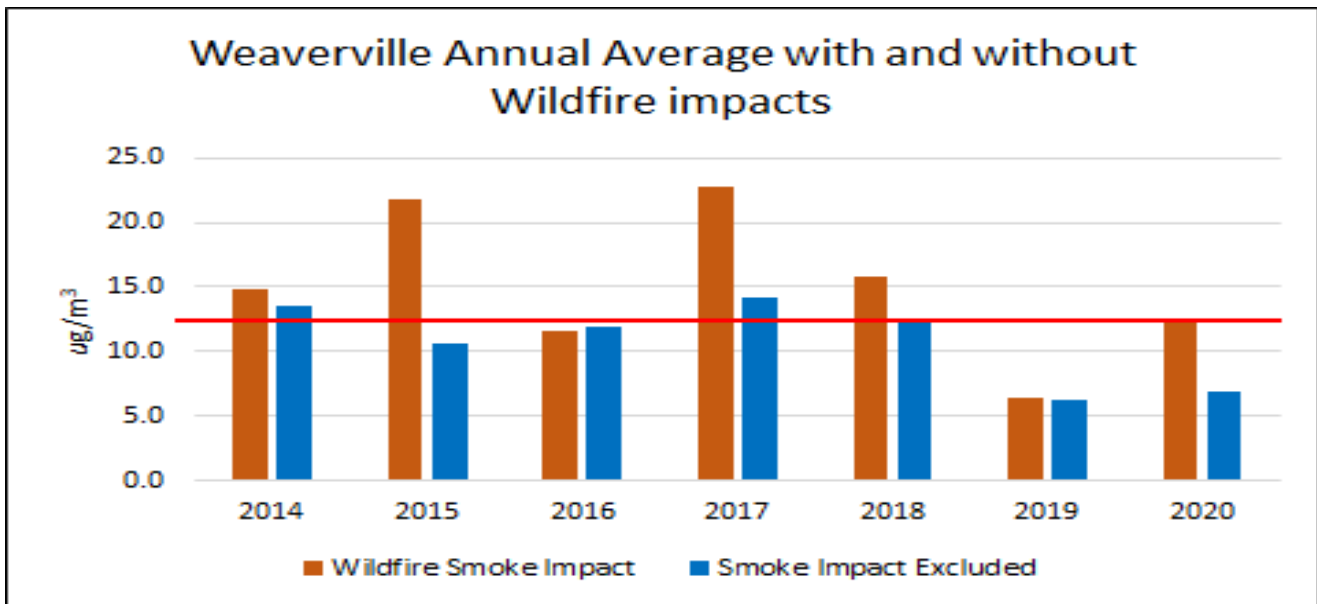
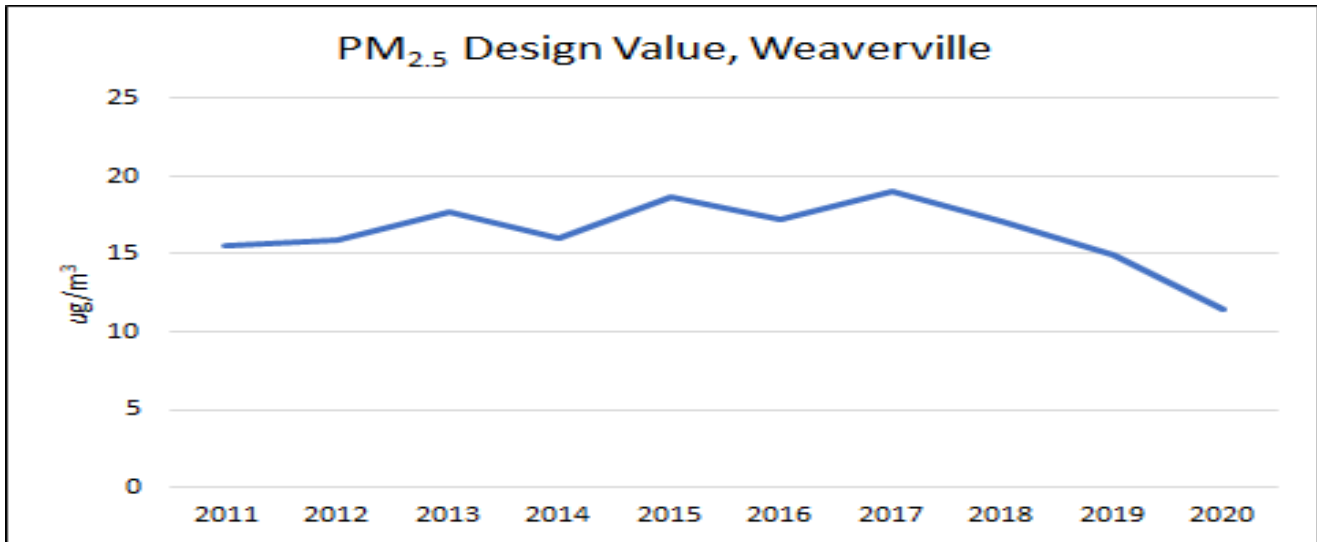
Eureka PM₁₀ Trends



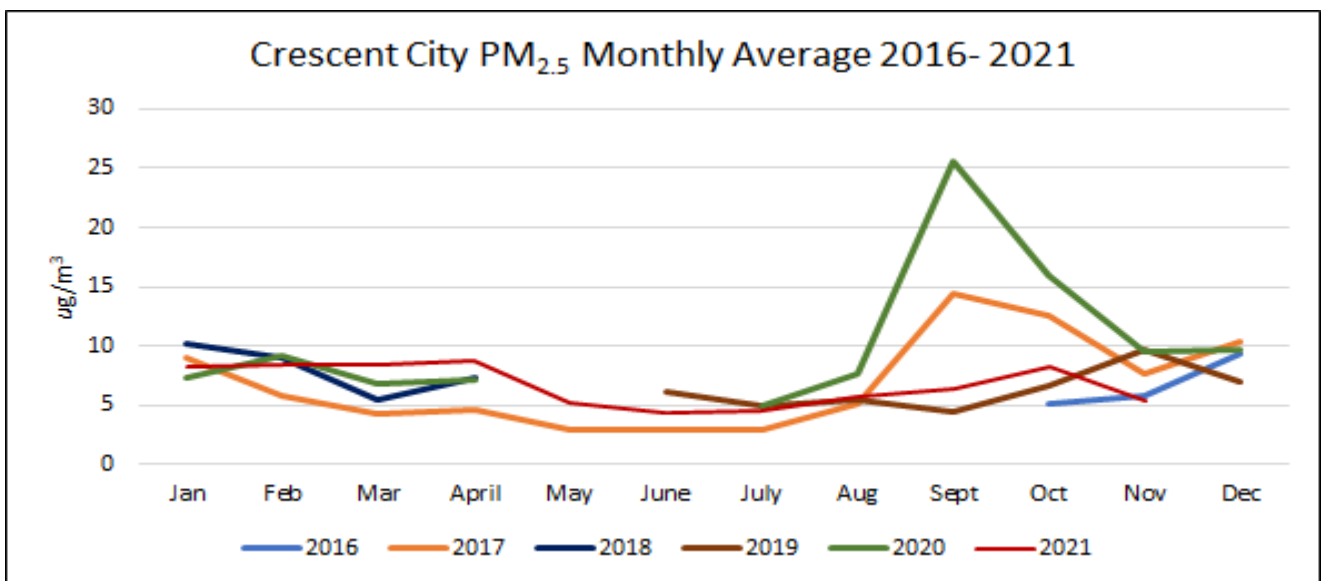
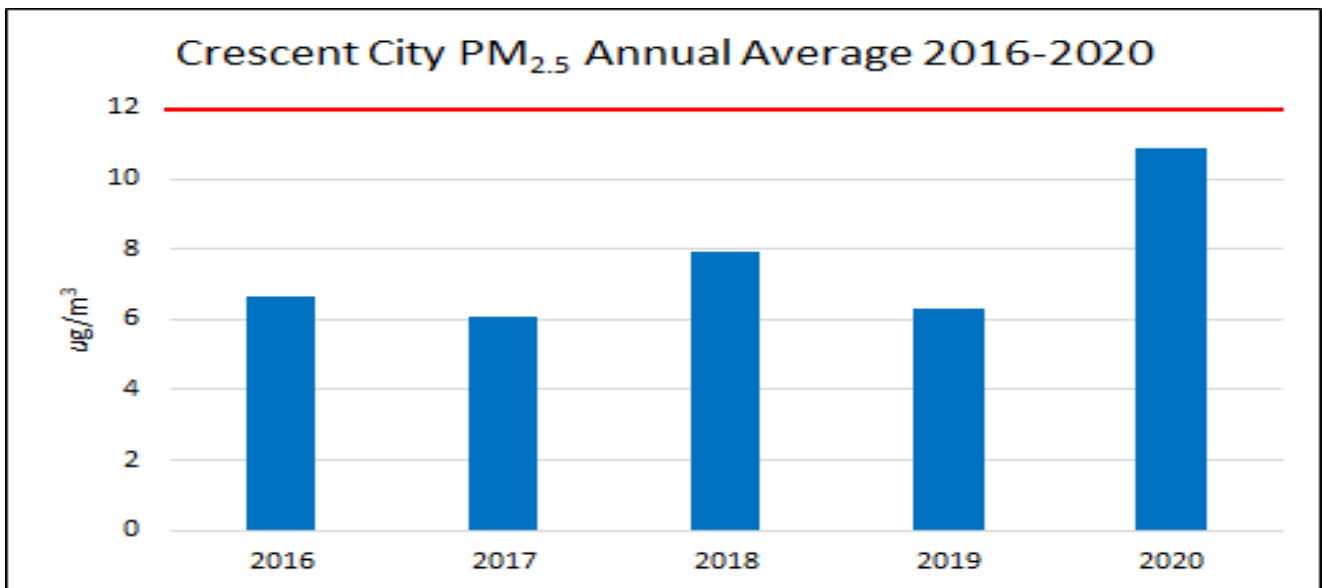
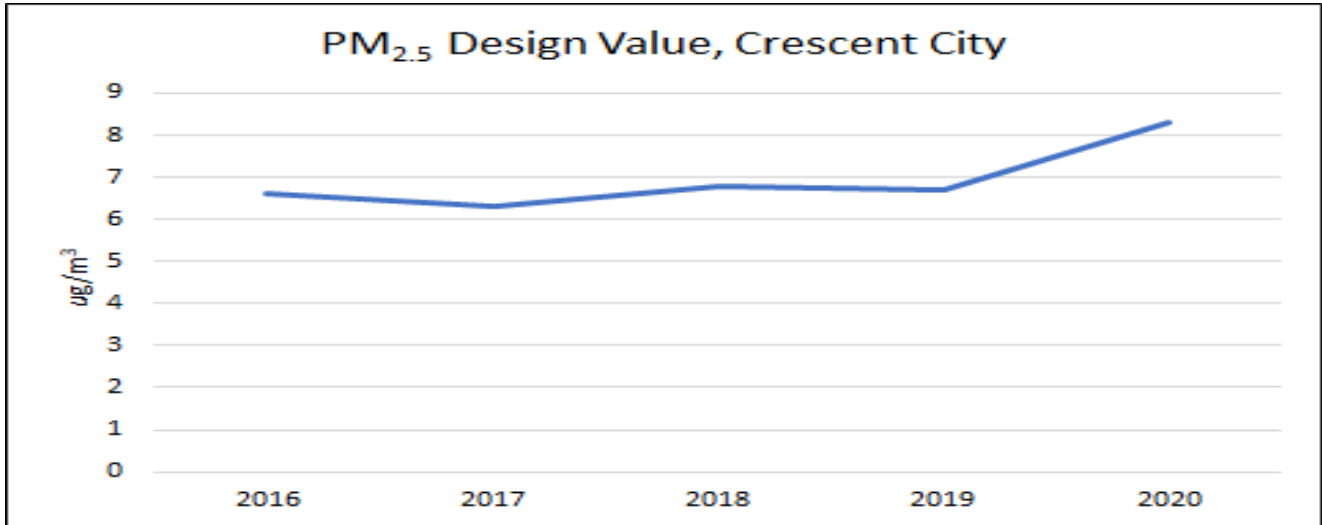
Eureka PM_{2.5} Trends



Weaverville PM_{2.5} Trends



Crescent City PM_{2.5} Trends



Agenda Item: 5

Public Comment Period

Agenda Item: 6
Election of Officers
2022 Calendar Year

Agenda Item: 7

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TO: North Coast Unified Air Quality Management District Board

FROM: Brian Wilson, APCO

SUBJECT: Update on District Hearing Board Vacancies

DATE: January 20, 2022

ACTION REQUESTED: Accept and File

BACKGROUND:

The current Hearing Board members and the corresponding alternates are as follows:

Professional Engineer:	Mr. Charles Rocklein	(alternate: - <i>currently vacant</i> -)
Attorney:	Mr. John Corbett	(alternate: Mr. Jeffrey Slack)
Medical Professional:	- <i>currently vacant</i> -	(alternate: - <i>currently vacant</i> -)
Public Member #1:	Ms. Sarah Samples	(alternate: Joanna Hawley-Jones)
Public Member #2:	Mr. Ken Mierzwa	

In accordance with Health & Safety Code (H&SC) § 40800, an Alternate member may serve only in the absence of the Hearing Board member with whom they are associated, and are also limited for the same term as the Hearing Board member with whom they are associated.

The Medical Professional position is still unfilled since the recent unfortunate passing of Dr. Denver Nelson, and its alternate is also still vacant. In addition, there is still a vacancy for an alternate to the Professional Engineer position. Staff typically runs public notices in the Times Standard, Trinity Journal and Del Norte Triplicate, as well as the District website and Facebook postings. Governing Board members can also suggest individuals which can be discussed by the Board.

The H&SC § 40801 gives the following guidance on the background of these two member positions as follows:

Professional Engineer Member/Alternate - “...*member who is a professional engineer registered as such pursuant to the Professional Engineers Act...*”

Medical Professional Member/Alternate - *"...member from the medical profession whose specialized skills, training, or interests are in the fields of environmental medicine, community medicine, or occupational/toxicologic medicine."*

At the March 2021 Board meeting, the Governing Board approved the request to perform recruitment outreach for these positions to solicit letters of interest and resumes for these unfilled positions. District staff has performed the following outreach:

- Advertisement in the Times Standard, for all open positions.
- Posting on the District website for all open positions.
- Posting on the Districts Facebook page
- Email and phone outreach to the Humboldt Independent Practice Association, Humboldt Del Norte Medical Society, and the Providence Hospital System for the open medical professional position.
- Email outreach to the Humboldt Builders Exchange for inclusion in their newsletter to all members for the open engineer alternate position.
- Direct mailings to all Civil Engineers found through a Google search in Humboldt, Del Norte & Trinity Counties, with approximately 40 mailings sent for the open engineer alternate position.

SUMMARY:

To date, there still have not been any responses to the above recruitment outreach activities for the Medical Professional (Member and Alternate) and Professional Engineer (Alternate). District staff will endeavor to continue to engage in outreach activities and also reach out to appropriate organizations.

However, Staff wanted to inform the Board, that it states under H&SC § 40802: *"if the district board, in the case of a district with population of less than 750,000, is unable to appoint a person with the qualifications specified in section 40801 who is willing and able to serve, and for that reason a vacancy exists on the hearing board, the county district board may, in order to fill that vacancy, appoint any person to the hearing board."* Therefore, if appropriate individuals meeting the Medical Professional and/or the Professional Engineer cannot be found, it is at the discretion of the Governing Board to appoint other individuals as necessary to the Hearing Board.

Agenda Item: 8

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TO: North Coast Unified Air Quality Management District Board
FROM: Brian Wilson, APCO
SUBJECT: CARB Oil & Gas Grant Agreement
DATE: January 20, 2022

ACTION REQUESTED: Adopt Resolution 2022-1: Authorize APCO to: a) Sign the CARB Grant Agreement Cover Sheet and Grant Agreement and exhibits for the “Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement”, b) Authorize APCO to Accept and Receive any Grant Funding.

BACKGROUND:

In 2012 and 2016, the EPA codified pollution control requirements for VOC and methane emissions from the oil and gas production sector pursuant to the Clean Air Act in New Source Performance Standards (NSPS) in 40 CFR Part 60 Subparts OOOO and OOOOa. Pursuant to District Rule 104(K) – Federal New Source Performance Standards, the District has the authority to enforce the NSPS for this source category.

In 2017, the California Air Resources Board (CARB) adopted the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities (Oil & Gas Regulation) as part of the suite of emission control strategies necessary to achieve greenhouse gas emission reduction targets mandated by AB 32 and SB 32 for the year 2020. In implementing its plans and carrying out its responsibilities under State law, CARB’s Executive Officer has elected to enter into agreements with air districts to cooperatively and jointly implement and enforce the Oil and Gas Regulation.

Within the District’s jurisdiction, based upon the applicability under the Oil & Gas Regulation, there currently appears to be only one facility that is an affected source (releases in excess of 10 Metric Tons of methane). As a result, under the Grant Agreement CARB will provide \$1,000 annually for reimbursement of labor, in addition to technical support, training, and equipment. In the event that enforcement action is required, the initial attempt to resolve issues will be made at the local level using existing policies and procedures and the Board approved mutual settlement guidelines.

The Oil & Gas Regulation seeks to reduce greenhouse gas emissions by establishing standards for the quantity of emissions that may be released from the subject equipment. The emissions from these types of devices are primary fugitive and are the result of leaking valves, flanges, and pipes. Leaks are detected via thermal imaging cameras (FLIR cameras). The experience staff gains from conducting inspections utilizing the thermal imaging equipment at can be applied at other source categories within the District including retail gasoline stations, bulk terminals, and natural gas transmission lines.

Under the Agreement, the District's responsibilities or Scope of Work are:

- Implement and enforce the CARB Oil and Gas Regulation in the District jurisdiction;
- Issue Notices of Violation (NOV) for violations of any portion of the CARB Oil and Gas Regulation; and
- Establish and maintain project grant financial records, inspection reports, NOVs, and the amount of any penalties.

SUMMARY:

Staff has previously obtain the Board's approval in 2018 to enter into the initial Grant Agreement for implementation and enforcement of the "Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities", where the Board adopted Resolution 2018-9. However, this Resolution does not include the language and flexibility to enter the 2022 (attached) and subsequent Grant Agreements as necessary and/or accept and receive additional grant funding related to these agreements.

Staff recommends that the Board adopt Resolution 2022-1 authorizing the APCO to sign the 2022 and future CARB Grant Agreement Cover Sheet(s) and Grant Agreement(s) for the "Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement", and to accept and receive applicable grant funding.

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**Resolution 2022-1:
CARB Oil and Natural Gas Grant Agreement and
Implementation and Enforcement MOA**

WHEREAS, in 2012 and 2016, the EPA codified pollution control requirements for VOC and methane emissions from the oil and gas production sector pursuant to the Clean Air Act in New Source Performance Standards (NSPS) in 40 CFR Part 60 Subparts OOOO and OOOOa; and

WHEREAS, pursuant to the North Coast Unified Air Quality Management District (District) Rule 104(K) – Federal New Source Performance Standards, the District has the authority to enforce the NSPS for this source category; and

WHEREAS, oil and gas systems are responsible for approximately 15 percent of methane emissions in California; and

WHEREAS, the California Air Resources Board (CARB) has promulgated regulations controlling methane emissions from oil and gas systems in response to the mandates of Assembly Bill 32, the California Global Warming Solutions Act of 2005, Senate Bill 32 (codifying 2030 greenhouse gas reduction targets), Senate Bill 1383 (codifying methane reduction targets and call for a Short-Lived Climate Pollutant Strategy) and Senate Bill 887 (mandating leak detection program enhancements at underground natural gas storage facilities), among other authorities; and

WHEREAS, under California law, CARB is the state agency charged with monitoring and regulating sources of emissions of greenhouse gases that cause global warming in order to reduce emissions of greenhouse gases (H&SC Section 38510), and CARB is to monitor compliance with and enforce any regulation it adopts pursuant to AB 32 (H&SC 38580), and CARB is further charged with reducing statewide methane emissions by 40 percent from 2013 levels by 2030 (H&SC Section 39730.5); and

WHEREAS, pursuant to H&SC Section 38561, the CARB approved the 2008 Climate Change Scoping Plan, and the First Update to the Climate Change Scoping Plan, which included the regulation of oil and gas operations; and

WHEREAS, pursuant to H&SC Sections 39730 and 39730.5, CARB has a Short-Lived Climate Pollutant Reduction Strategy, which includes recommended comprehensive approach to reduce methane from oil and gas systems; and

WHEREAS, in implementing its plans and carrying out its responsibilities under state law, CARB has adopted the “Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities” (CARB Oil & Gas Regulation) effective in final form on October 1, 2017 through adopted regulations set forth at California Code of Regulations, Title 17, Sections 95665 through 95677, and Appendices A, B, and C thereto; and

WHEREAS, pursuant to H&SC Sections 39002 and 40000, air districts have primary responsibility for control of air pollution from all sources other than vehicular sources, and pursuant to H&SC Section 40001 air districts shall, subject to CARB’s powers and duties, enforce all applicable provisions of state and federal law; and

WHEREAS, pursuant to California Health and Safety Code Section 39603, CARB may enter into agreements for services as necessary for the performance of its powers and duties, including powers and duties arising under Assembly Bill 32 and other greenhouse gas control statutes; and

WHEREAS, pursuant to California Health and Safety Code Section 40701, the District may enter into agreements with a state agency as necessary or proper to accomplish the purposes of Division 26 of the Health and Safety Code, and one such purpose is for the District to enter into a Memorandum of Agreement with CARB in order to coordinate enforcement of the CARB Oil & Gas Regulation; and

WHEREAS, CARB and the District, share a common goal of protecting the People of the State of California through regulation and enforcement of air pollutant emission reduction programs and implementing this task in an efficient manner considering their respective financial constraints and available resources: and

WHEREAS, in H&SC 39001, the Legislature declares that a coordinated state, regional, and local effort to protect and enhance ambient air quality should be encouraged whenever possible; and

WHEREAS, CARB has created the “Memorandum of Agreement (MOA) Between the California Air Resources Board and the North Coast Unified Air Quality Management District Regarding the Implementation and Enforcement of Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities” (CARB Oil & Gas Implementation and Enforcement MOA) to coordinate enforcement efforts and roles, and to authorize the District to exercise certain duties and discretion on behalf of CARB regarding the CARB Oil & Gas Regulation; and

WHEREAS, the CARB Oil & Gas Implementation and Enforcement MOA is intended to: a) provide for the coordination of CARB’s and the District’s efforts to implement and enforce the CARB Oil & Gas Regulation, b) create a framework by which the CARB and the District can help owners and operators of oil and gas operations meet both local, state and federal requirements, and c) further a collaborative model that builds upon their extensive implementation and enforcement experience; and

WHEREAS, implementation and enforcement of the CARB Oil & Gas Regulation by the District shall be in the manner identified and described in the CARB Oil & Gas Implementation and Enforcement MOA; and

WHEREAS, the District will exercise its enforcement discretion, as appropriate, to issue Notices of Violation (NOV) or other citations for violations of any portion of the CARB Oil & Gas Regulation and any amendments thereto; and

WHEREAS, the District retains enforcement authority to enforce duly adopted local rules applicable to oil and gas operations, and the CARB Oil & Gas Implementation and Enforcement MOA shall not be interpreted to diminish in any manner the District's independent authority to implement and enforce its regulations, either alone or jointly with CARB; and

WHEREAS, the CARB Oil & Gas Implementation and Enforcement MOA does not preclude the District from imposing more stringent requirements on oil and gas operations than the CARB Oil & Gas Regulation; and

WHEREAS, the CARB Oil & Gas Implementation and Enforcement MOA requires the District to: issue Notices of Violation (NOV) or other citations for violations for any portion of the CARB Oil & Gas Regulation, supply an accounting summary of funds expended; and establish and maintain project records (including but not limited to financial and project records, inspection reports, NOVs and their resolution and the amount of any penalties); and

WHEREAS, in implementing and enforcing the CARB Oil & Gas Implementation and Enforcement MOA, the District will perform the functions necessary to determine a source's compliance, including, but not limited to, receiving and reviewing relevant source plans and reports and conducting investigations, and

WHEREAS, the District may perform one or more of the implementation and enforcement tasks identified in the CARB Oil & Gas Implementation and Enforcement MOA in conjunction with exercising other District powers, including permitting powers, or fulfilling other District responsibilities under federal, state, or local law; and

WHEREAS, CARB has also created the "Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement" Grant Agreement to reimburse the District for activities and work implementing and enforcing the CARB Oil & Gas Regulation under the CARB Oil & Gas Implementation and Enforcement MOA; and

NOW, THEREFORE, BE IT RESOLVED, by the North Coast Unified Air Quality Management District Governing Board (Board) as follows:

1. The Board authorizes the Air Pollution Control Officer (APCO) to sign the 2022 and future CARB Grant Agreement Cover Sheet(s) and Grant Agreement(s) and

exhibits for the “Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement Grant Agreement”; and

2. The Board hereby authorizes the APCO to accept any allocated and awarded funds to the District under the Grant Agreement(s).

Board Chair

Date:

Clerk of the Board

Date:

GRANT AGREEMENT COVER SHEET

GRANT NUMBER G21-OGG-09

NAME OF GRANT PROGRAM Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement	
GRANTEE NAME North Coast Air Quality Management District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 71-0936768	TOTAL GRANT AMOUNT NOT TO EXCEED \$1,000.00
START DATE: 1/1/2022	END DATE: 12/31/2022

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and the North Coast Air Quality Management District (the "Grantee").

- Exhibit A – Grant Provisions
- Exhibit B – Work Statement
- Exhibit B, Attachment I - Budget Summary
- Exhibit B, Attachment II - Implementation and Enforcement of CARB's Oil and Gas Regulation Budget
- Exhibit B, Attachment III - Project Schedule
- Exhibit C – Sample Annual Report Summary

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) North Coast Air Quality Management District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE	DATE
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 707 L Street, Eureka, California 95501	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT \$1,000.00	PROGRAM 3510000D32	PROJECT N/A	ACTIVITY N/A
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Cost of Implementation Fund		FUND NO. 3237
TOTAL AMOUNT ENCUMBERED TO DATE \$1,000.00	(OPTIONAL USE)		CHAPTER 21
STATUTE 2021	REPORTING STRUCTURE 39004100	SERVICE LOCATION 12101	FISCAL YEAR (ENY) 2021/22
APPR REF 001	ACCOUNT/ALT ACCOUNT 5390900		

I hereby certify that the California Air Resources Board Budget Office acknowledges that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD BUDGET OFFICE:	DATE
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I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE 11/9/2021
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EXHIBIT A – Grant Provisions

A. The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities implementation and enforcement as outlined in the Memorandum of Agreement between the California Air Resources Board and the North Coast Air Quality Management District (executed 12/16/2018).

B. GRANT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement.

Grant Funding Amount: **\$1,000.00**.

C. GRANT PARTIES AND CONTACT INFORMATION

This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the North Coast Air Quality Management District (hereinafter referred to as Grantee).

1. The CARB Project Liaison is Joelle Howe. Correspondence regarding this project must be directed to:

Ms. Joelle Howe
California Air Resources Board
Industrial Strategies Division
PO Box 2815
Sacramento, California 95812
(279) 208-7672
joelle.howe@arb.ca.gov

2. The Grantee Liaison is Brian Wilson. Correspondence regarding this project must be directed to:

Mr. Brian Wilson
Executive Director and Air Pollution Control Officer
North Coast Air Quality Management District
707 L Street
Eureka, California 95501
(707) 443-3093 x 126
bwilson@ncaqmd.org

D. SCOPE OF WORK

The Grantee shall implement and enforce the CARB Oil and Gas Regulation in the North Coast Air Quality Management District as follows:

1. Issue Notices of Violation (NOV) or other citations for violations of any portion of the CARB Oil and Gas Regulation;
2. Supply an accounting summary of funds expended; and
3. Establish and Maintain Project Records

As further described below, records include, but are not limited to, Grantee financial and project records, including inspection reports, NOVs and their resolution and the amount of any penalties. All project records must be retained during the Grant period, and for three years after final payment under the Grant. Upon completion of the third year of record retention, the Grantee must submit all project records to CARB.

E. FISCAL ADMINISTRATION

1. Budget

- a. The maximum amount of this Grant is \$1,000.00. Under no circumstances will CARB reimburse the Grantee for more than this amount.

2. Project Funding

- a. Project funds may be used for expenses related to the implementation and enforcement of the CARB Oil and Gas Regulation. Expenditures may include, but are not limited to new equipment purchases, database development, and personnel.
- b. Year five funding for the implementation and enforcement of the CARB Oil and Gas Regulations will be disbursed upon receipt of the following:
 - i. Fully executed Grant Agreement;
 - ii. Annual Report Summary Template filled out with additional information attached hereto as Exhibit C between CARB and North Coast Air Quality Management District; and
 - iii. A completed Grant Disbursement request form for \$1,000.00.

3. Suspension of Payments and Grant Termination

- a. CARB reserves the right to terminate this Grant upon 30 days written notice to the Grantee. In case of early termination, the Grantee will submit a report covering activities up to, and including, the termination date and following the requirements specified herein and immediately return remaining funds.
- b. CARB reserves the right to immediately terminate this Grant in accordance with Section I (General Grant Provisions, paragraph 23).
- c. Upon termination, remaining Grant funds must be immediately returned to CARB.

4. Documentation of Administration Funds

Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)¹; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

- a. The Grantee must maintain documentation of all project administration funds, including the following:
 - i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff is devoted to project administration;
 - ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;
 - iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;
 - iv. **Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees.** No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. Reimbursement must be at the State travel and per diem amounts that

¹ Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

are current as of the date costs are incurred by the Grantee; and

- b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three years after full payment and completion of the grant.

F. PROJECT MONITORING

1. Meetings with CARB

- a. Site visits: Site visits may be established by the CARB Project Liaison during the term of this grant.

G. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided with the Grant Disbursement Request Form.

H. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee reserves the right to audit at any time during the duration of this grant the Grantee's costs of performing the grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
2. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for a minimum of three years after full payment and completion of the grant.
3. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.
4. The Grantee shall store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection. Files must be retained for a minimum of three years after full payment and completion of the grant.

I. GENERAL GRANT PROVISIONS

- 1. Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- 2. Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal amendment.
- 3. Availability of funds:** CARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
- 4. Audit:** Grantee agrees that CARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Agreement.
- 5. Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- 6. Confidentiality:** No record that has been designated as confidential by CARB, shall be disclosed by the Grantee.
- 7. Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- 8. Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

- 9. Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
- 10. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- 11. Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.
- If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.
- 12. Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 13. Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee

must be responsible for any and all disputes arising out of its contract for work on the Project, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

- 14. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.
- 15. Independent contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of CARB.
- 16. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability, mental disability, sexual orientation, medical condition, (including HIV and AIDS), marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement.
- 17. No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- 18. Ownership:** All information or data received or generated by the Grantee under this Grant shall become the property of CARB. No information or data received or generated under this Grant shall be released without CARB approval.

- 19. Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.
- 20. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this Grant Agreement. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.
- 21. Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 22. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- 23. Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
- 24. Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
- 25. Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

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EXHIBIT B – Work Statement

Budget Summary (Attachment I)

Implementation and Enforcement of CARB's Oil and Gas Regulation Budget
(Attachment II)

Project Schedule (Attachment III)

Budget Summary

Grantee: North Coast Air Quality Management District

Grant No.: G21-OGG-09

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Total Costs & Funding

Total Funding	
Funding Source	Amount
Cost of Implementation Fund (COI)	\$1,000.00
Total Grant	\$1,000.00

Implementation and Enforcement of CARB’s Oil and Gas Regulation Budget

Grantee: North Coast Air Quality Management District

Grant number: G21-OGG-09

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

	Grant Funded
Direct & Indirect Staff Labor Costs	
Inspections	\$
Training (regulation and/or instrument)	\$
Facility Education	\$
Software Development	\$
Permit Revisions	\$
Other (specify)	\$
Subtotal	\$
Direct Costs	
Methane Detection Instruments	\$
IT Contracts/Hardware	\$
Other Equipment (specify)	\$
Subtotal	\$
Total Costs	\$1,000.00

Project Schedule

Grantee: North Coast Air Quality Management District

Grant No.: G21-OGG-09

Project: Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities – Implementation and Enforcement

Work Task	Timeline
Task 1 – Execute Grant Agreement	January 1, 2022
Task 2 – 2021 Annual Report Summary Due January 1, 2021 – December 31, 2021	April 1, 2022

Sample – Annual Report Summary

Summary of CARB Training

Type of Training	Dates Attended	Location	Number of District Staff attended
Regulation Training			
Detection Instrument Training			

Summary of Facilities/ Inspections/ Violations

List of Facilities in District subject to CARB's Oil and Gas Methane Regulation that were inspected this year						Summary of Inspections			Summary of Notices of Violation					Comments	
CARB Facility ID (if any)	Owner/ Operator	Facility Name	Facility Type (drop down)	Location		Date of Inspection	Inspection # (if any)	Sources Inspected (drop down)	Date Violation Issued	Description of NOV (Regulation section violated)	NOV # (if any)	Resolution (yes/no) (if no, explain in comments)	Amount of Penalties (if any)	Other Required Remedies	Please add any explanatory comments in this section
1															
2															
3															
...															

To request an electronic version, please contact Joelle.Howe@arb.ca.gov

Agenda Item: 9

**North Coast Unified
Air Quality Management District**

707 L Street, Eureka, CA 95501

(707) 443-3093

www.ncuaqmd.org



TO: North Coast Unified Air Quality Management District Board

FROM: Brian Wilson, APCO

SUBJECT: APCO Report

DATE: January 20, 2022

ACTION REQUESTED: Accept and File

The following information is provided as a summary of items of interest to the Board and District. Staff solicits and appreciates any feedback concerning these items or other items of interest from the Board.

1. District Response to COVID-19

District staff continues to work in the District office, and the District continues to take appropriate measures to comply with both the County's COVID-19 orders and guidance in addition to state executive orders and requirements. Various flexible work options are still available if necessary to maintain District functions. There have been no health concerns with staff regarding COVID-19.

2. EPA Approval of District's Annual Air Quality Network Plan

The District's 2021 Annual Network Plan and Assessment for Ambient Air Monitoring based on the requirements set forth in 40 CFR Part 58 was recently approved by the EPA. No major comments or changes were suggested. The District's Plan is on the website under Air Quality Monitoring and Network Plans.

3. Staff Training

Here is a brief list of the main training staff has participated since the last Board Meeting:

- EPA - *Advanced ECHO Webinar: Air Facility Search* - Winslow Condon
- CSDA - *Special District Workforce Partnerships* - Jason Davis
- CSDA - *The Great Board Chair* - Jason Davis
- CSDA - *General Manager Evaluations* - Jason Davis
- CSDA - *How to Handle an Unexpected Surge in PRA Requests* - Jason Davis
- CSDA - *Fraud Detection & Prevention for Special Districts* - Jason Davis

- CARB - *AP101 Air Academy Online Training* - Cameron Purchio
- CARB - *AP102 Air Quality Training Program* - Cameron Purchio
- CARB - *AP106 Fundamental Inspector Course* - Cameron Purchio
- CARB - *AP110 Writing Enforceable Permits* - Cameron Purchio
- CARB - *FP101 Gasoline Dispensing Facilities* - Enhanced Vapor Recovery Systems - Cameron Purchio
- CARB - *FP102 Enhanced Vapor Recovery Testing* - Cameron Purchio
- CARB - *MM104 Visible Emissions Evaluation* - Cameron Purchio
- CARB - *PS105 Stationary Source Control Technology* - Cameron Purchio
- CalPERS - *Business Rules for Public Agency Employers* - Erin Squire
- CalPERS - *Business Rules: Health for Public Agency and School Employers* - Erin Squire
- CalPERS - *myCalPERS Employer Reports* - Erin Squire
- CalPERS - *myCalPERS Payroll Adjustments* - Erin Squire
- CalPERS - *myCalPERS Payroll Reporting* - Erin Squire
- CalPERS - *myCalPERS Retirement Enrollment* - Erin Squire
- CalPERS - *myCalPERS Health Enrollment* - Erin Squire

Agenda Item: 10

Board Member Reports

Agenda Item: 11

Adjournment